RMS FRANCHISE GROUP, INC.
2390 East Orangewood, Suite 550
Anaheim, CA 92806
www.thepizzapress.com
(844) 84-PRESS

CALIFORNIA FRANCHISE DISCLOSURE DOCUMENT

May 2, 2017

FRANCHISE DISCLOSURE DOCUMENT

THE PIZZA PRESS
RMS FRANCHISE GROUP, INC.
(A California Corporation)
2390 East Orangewood, Suite 550
Anaheim, CA 92806
(844) 84-PRESS
franchise@thepizzapress.com
www.thepizzapress.com

The franchise described is known as "The Pizza Press"™ ("The Pizza Press"). The Pizza Press is involved in the business of franchising the right to operate restaurants under the name "The Pizza Press" featuring standard and create-your-own pizzas and salads, kid-sized pizzas, root beer floats, craft beers, and other pre-packaged salads and desserts or bottled beverages in a setting based on the timeless tradition of the old newspaper printing press during the industrial revolution. The Pizza Press franchisees provide standard and create-your-own pizzas and salads, kid-sized pizzas, root beer floats, craft beers, and other pre-packaged salads and desserts or bottled beverages in a setting based on the timeless tradition of the old newspaper printing press during the industrial revolution.

The total investment necessary to begin operation of a The Pizza Press Single Unit franchised business is $455,350.00 to $791,500.00. This includes an Initial Fee of $35,000.00 to secure your chosen Territory. The total investment necessary to begin operation of a The Pizza Press Area Development franchise business is $511,350.00 to $959,500.00. This includes the Initial Fee for the first unit and the payment of all additional Initial Fees for all additional units that must be paid to Us at the time You sign the Development Agreement.

This Disclosure Document summarizes certain provisions of your Franchise Agreement and other information in plain English. Read this Disclosure Document and all accompanying agreements carefully. You must receive this disclosure document at least 14 calendar-days before You sign a binding agreement with, or make any payment to Us 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 Dara Maleki at 2390 East Orangewood, Suite 550, Anaheim, CA 92806, or email at franchise@thepizzapress.com or telephone him at (844) 84-PRESS.

The terms of your contract will govern your franchise relationship. Do not rely on the Disclosure Document alone to understand your contract. Read your entire 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.

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

Issuance Date: May 2, 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 H 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 AND AREA DEVELOPMENT AGREEMENTS REQUIRE YOU TO RESOLVE DISPUTES WITH US BY MEDIATION OR LITIGATION IN SACRAMENTO COUNTY, CALIFORNIA. OUT-OF-STATE MEDIATION OR LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT ALSO COSTS YOU MORE TO MEDIATE OR LITIGATE WITH US IN SACRAMENTO COUNTY, CALIFORNIA THAN IN YOUR HOME STATE.
2. THE FRANCHISE AND AREA DEVELOPMENT AGREEMENTS REQUIRES THAT CALIFORNIA LAW GOVERNS THE AGREEMENT, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS.
3. YOUR SPOUSE AND THE SPOUSE OF ALL OWNERS, IF FRANCHISEE IS AN APPROVED BUSINESS ENTITY, MUST SIGN A SPOUSAL CONSENT, MAKING THE SPOUSE JOINTLY AND SEVERALLY LIABLE FOR THE OBLIGATIONS UNDER THE FRANCHISE AGREEMENT, PLACING THE SPOUSE'S OWN PERSONAL ASSETS AT RISK.
4. IF YOU DO NOT FIRST MEDIATE DISPUTES WITH THE FRANCHISOR IN GOOD FAITH, AS PER THE FRANCHISE AGREEMENT, THEN YOU MAY LOSE THE RIGHT TO ATTORNEY'S FEES IN THE EVENT THAT YOU WIN THE DISPUTE.
5. IF YOU ARE A BUSINESS ENTITY, YOUR OWNERS WILL HAVE TO GUARANTY YOUR OBLIGATIONS AND BE BOUND BY THE PROVISIONS OF OUR FRANCHISE AGREEMENT AND AREA DEVELOPMENT AGREEMENT. THE SPOUSES OF YOUR OWNERS MAY ALSO BE REQUIRED TO CONSENT OT THE GUARANTEE, WHICH PLACES THE SPOUSES' MATERIAL ASSETS AT RISK.
6. THIS FRANCHISOR IS A DEVELOPMENT STAGE COMPANY WITH LIMITED FRANCHISE OPERATING HISTORY. YOU MAY WANT TO CONSIDER THIS WHEN MAKING A DECISION TO PURCHASE THIS FRANCHISE.
7. 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.

A chart of State Effective Dates is located on the following page:

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.

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

California:	May 5, 2016	North Dakota:	Pending
Connecticut:	Pending	Oregon:	Pending
Hawaii:	Pending	Rhode Island:	Pending
Illinois:	September 8, 2016	South Dakota:	Pending
Indiana	Pending	Virginia:	July 11, 2016
Maryland:	July 1, 2016	Washington:	June 10, 2016
Michigan:	April 12, 2016	Wisconsin:	April 15, 2016
Minnesota:	June 16, 2016		
New York:	August 8, 2016		

[The remainder of this page is intentionally left blank.]

TABLE OF CONTENTS

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

To simplify the language in this Disclosure Document, the words "We," "Our" and "Us", "RMS" and "The Pizza Press" refer to RMS Franchise Group, Inc., the franchisor of this business. "You" and "Your" refer to the person who buys the franchise, whether You are an individual, a Corporation, Limited Liability Company or other business entity. If You are a Corporation, Limited Liability Company or other business entity, certain provisions of this Disclosure Document also apply to your owners. Our agent for service of process is disclosed at the end of this Disclosure Document in Exhibit H.

The Franchisor and its Affiliates

We were organized as a Corporation in California on February 18, 2014. We have no parents. Our principal business address is 2390 East Orangewood, Suite 550, Anaheim, CA 92806. We do business under our company name and the names "The Pizza Press", "RMS Franchise Group", and "Pizza Press". We have offered franchises since March 30, 2016.

We have three affiliate(s). One Affiliate is the holder of our intellectual property and has operated the pizza press locations since 2011 another handles the food and beverage operations at the Anaheim Hotel, and the other Affiliate is a supplier of equipment and products to franchisees. Our Affiliates include:

Ramisons, Inc. which is located at 2390 E. Orangewood Ave., Suite 550, Anaheim, California 92806. Ramisons, Inc. is the holder of our intellectual property and has operated the pizza press locations since 2011. Ramisons, Inc. does not offer nor has it previously offered a franchise in this or any other line of business.

RMS Hospitality, LLC. which is located at 2390 E. Orangewood Ave., Suite 550, Anaheim, California 92806. RMS Hospitality, LLC has operated the food and beverage services for the Anaheim hotel location since 2016. RMS Hospitality, LLC does not offer nor has it previously offered a franchise in this or any other line of business.

Newsworthy Concepts, Inc. which is located at 2390 E. Orangewood Ave., Suite 550, Anaheim, California 92806. Newsworthy Concepts, Inc. is a supplier of equipment and products to franchisees. Newsworthy Concepts, Inc. does not offer nor has it previously offered a franchise in this or any other line of business.

We grant franchises to qualified persons or business entities in connection with the service mark "The Pizza Press" and other related logos (collectively referred to as the "Marks"). We refer to these businesses as "The Pizza Press Businesses." We refer to The Pizza Press Businesses You will operate as the "Franchised Business." In addition to granting franchises for individual The Pizza Press Businesses, We also allow certain Franchisees who fit our criteria to become Multi-unit franchise owners, also called Area Developers. Multi-unit franchise owners open and operate multiple additional The Pizza Press Businesses in a specified Territory. You must operate the Franchised Business in accordance with our standards, methods, procedures and specifications, which We refer to as our "System" and which are more particularly described in our Franchise Agreement.

RMS Franchise Group, Inc. has never operated a The Pizza Press Business. We are not engaged in any other line of business, nor have We ever offered franchises in another line of business.

General Description of the Franchise, Market, and Competition

The franchise described is known as "The Pizza Press"™ ("The Pizza Press"). The Pizza Press is involved in the business of standard and custom pizzas including chef prepared originals, and salads in a setting that boasts a modern twist on the roaring twenties decor. The Pizza Press franchisees provide standard and create-your-own pizzas and salads, kid-sized pizzas, root beer floats, craft beers, and other pre-packaged salads and desserts or bottled beverages in a setting based on the timeless tradition of the old newspaper printing press during the industrial revolution.

Regulations

The restaurant industry, as with any business, is regulated. Many of the laws, rules and regulations that apply to business generally, such as the Americans with Disabilities Act, Federal wage and hour laws and the Occupational Safety and Health Act, also apply to restaurant industry businesses. You will be required to comply with all Federal, State, and local laws, rules and regulations, and will timely obtain, maintain and renew when required all permits, certificates, and licenses necessary for the proper operation of your The Pizza Press Franchise, including qualification to do business, fictitious trade or assumed name registration.

Additionally, You must comply with all rules, laws and regulations relating to the restaurant industry, including but not limited to, regulations by the U.S. General Services Administration, and those laws issued and enforced by state and local health departments.

You should consider these and other applicable laws and regulations when evaluating your purchase of a franchise. Under the Franchise Agreement, You alone are responsible for complying with all applicable laws and regulations despite any advice or information We may give You.

ITEM 2 - BUSINESS EXPERIENCE

Founder and CEO: Dara Maleki

Mr. Maleki has served as our Founder and CEO, CFO and Secretary since our initial organization in February 2014 and as Vice President of Ramison's, Inc. dba Pizza Press, since its inception in 2011. Before that, from 2007 to 2011, Mr. Maleki was the Founder and CEO of Global Trade Distributors in California, specializing in the distribution and marketing of health food products internationally.

Chief Development Officer / General Counsel: Mo Hayat

Mr. Hayat has served as the Chief Development Officer and General Counsel of RMS and Ramison's Inc. dba Pizza Press since September 2016. Mr. Hayat received his Juris Doctorate in 2001 from Boalt Hall School of Law, UC Berkeley, and graduated cum laude with a Bachelor's of Science in Bio-Chemistry in 1997 from Pepperdine University. Mr. Hayat is a seasoned result driven executive and entrepreneur with demonstrated leadership and dealmaker skills drawing on over 20 years of experience in the law, real estate, technology, and restaurants. He has been a leader in both the development and execution of the strategic vision/direction (both organic and M&A) for a number of prominent companies.

Vice President of Operations: Jacob Clemons

Mr. Clemons serves as the VP of Operations for RMS and Ramison's Inc. and has been with the company since 2015. Mr. Clemons has brought a wealth of knowledge to the operations of the Pizza Press to help franchisees be able to seamlessly operate a franchise. Mr. Clemons previously worked for

Starbucks, Wells Fargo and several other financial institutions in upper level management working with store level personnel

Director of Finance: **Michael Simons**

Mr. Simons has served as the Director of Finance Since June 2015 for RMS, Ramison's Inc dba The Pizza Press, and Newsworthy Concepts. Prior to employment with Ramison's Mr. Simons functioned as the CFO/Part Owner for Parresia Corporation, specializing in the marketing and selling of multiple environmental products for the oil industry. Mr. Simons additionally has a background in business banking with US Bancorp as a business-banking officer. Additionally, he has obtained a BA in Business Finance from Cal State University, Fullerton and is currently obtaining his MBA with an emphasis in Finance from Concordia University, Irvine.

ITEM 3 - LITIGATION

No litigation is required to be disclosed in this Item.

ITEM 4 - BANKRUPTCY

No Bankruptcy information is required to be disclosed in this Item.

ITEM 5 - INITIAL FEES

Franchise Agreement

You must pay Us an Initial Fee of $35,000.00 to secure your chosen Territory, which includes the initial training and use of the Confidential Information fees to purchase a Single Unit Franchise. The Initial Fee's balance is due when executing your Franchise Agreement, or your Area Development Agreement, unless modified by a State Addendum attached at Exhibit G to this Disclosure Document. This fee is fully earned upon signing this Agreement.

Additional Units

You must pay Us an Initial Fee of $28,000.00 to secure your chosen Territory for each additional Unit you purchase, which includes the initial training and use of the Confidential Information fees to purchase a Single Unit Franchise. The Initial Fee's balance is due when executing your Franchise Agreement, or Area Development Agreement, unless modified by a State Addendum attached at Exhibit G to this Disclosure Document. This fee is fully earned upon signing this Agreement.

Veteran Discount

The Initial Fee above is not uniform for all franchisees. We reserve the right to offer a 100% discount to the Initial Fee for U.S. military, active duty or veterans, who would be eligible for VetFran membership and meet our qualifications to be a Pizza Press franchisee. We may discontinue this program at any time and the decision to offer this discount lies solely with Us.

TPP Management, Director, and Executive Discount

The Initial Fee above is not uniform for all franchisees. We reserve the right to offer to Our or Our Affiliates' Manager, Director, and Executive level employees a 100% discount to the Initial Fee so long as they meet our qualifications to be a Pizza Press franchisee. We may discontinue this program at any time and the decision to offer this discount lies solely with Us.

Refundability

The Initial Fee, additional Unit Fees, and Area Development Fees are non-refundable in whole or in part under any circumstances, after the Franchise Agreement or Area Development Agreement has been signed.

Area Development Agreement

If You have chosen to enter into, and have been approved for, an Area Development Agreement, You must sign the Area Development Agreement simultaneous with the Franchise Agreement for your first The Pizza Press franchise. When signing an Area Development Agreement, You must pay the Initial Fee for the first franchise plus 100% of the Initial Fee for each additional Pizza Press business to be developed.

ITEM 6 - OTHER FEES

Below is a detailed description of other recurring or isolated fees or payments that You must pay to Us or that We impose or collect for a third party under the terms of the Franchise Agreement. The fees are uniformly imposed unless noted otherwise below in the Remarks column. All Fees are Due Weekly on Monday by ACH Auto Debited unless stated differently below.

Name of Fee	Amount	Due Date	Remarks
Royalty Fee[1]	Six percent (6%) of gross sales	Monday, for the previous Week ending the last full day of the preceding Week	Six percent (6%) of Your Gross Sales, See definition of Gross Sales.[3] This is the amount due Us.
Advertising Fee[1]	Up to 2% of gross sales; currently 1% (1), following the date the franchised business is open to the public,	On Monday, for the previous week ending the Sunday of the preceding week.	Contributions must be paid weekly. We do not require Advertising Fees to be used in cooperative advertising however, a cooperative may determine its members' required contributions, if one is created by its members. We reserve the right to raise the National Advertising Fee fee if needed. You will have at minimum thirty (30) days' notice of the change.
Local Marketing Fee	Franchisee agrees to spend $2,000 or two percent (2%) of gross sales, whichever is greater, on local advertising and promotions. (Proven)	Monthly	You will submit to Us the proof that You have made these contributions from the previous month towards your local marketing.
Technology Fee	$600 per month	On the first Monday, for the previous month.	See note 7
Mystery Shopper Fee	$150.00 per month	On the first Monday, for the previous month.	Due upon demand. see note 9
Telephone Directory Advertising[4]	Varies according to area and type of listing	As invoiced	You are required to list and advertise in the "white pages" of your local telephone directory.

Name of Fee	Amount	Due Date	Remarks
Audit Expenses[1]	All costs and expenses associated with audit	Upon demand	Audit costs payable only if the audit shows an understatement in amounts due of 2% or more.
Late Fees[2]	$100.00 as a late fee per incident plus 2% interest; plus legal late and bank fees, if applicable[2]	Upon demand	Applies to all overdue Royalty Fees, Marketing Fees and other amounts due to Us. Also applies to any understatement in amounts due revealed by an audit. All interest is compounded daily.
Insufficient Funds Fee	$100.00 as a late fee per incident plus 2% interest, plus legal late and bank fees, if applicable[2]	Upon demand	Applies to all non-approved (ACH Debit) or returned payments made by You that do not fund or clear Your bank for any reason whatsoever.
Insurance	Amount incurred	As required by third party	You must have insurance coverage in the amounts specified within the Franchise Agreement.
Insurance Policies[5]	Amount of unpaid premiums plus our reasonable expenses in obtaining the policies	Upon demand	Payable only if You fail to maintain required insurance coverage and We elect to obtain coverage for You.
Transfer Fee[1]	75% of Then-current Franchise fee for new franchise owners, or 50% of Then-current Franchise Fee for existing Pizza Press owners.	Notice of transfer	A Transfer fee is due when submitting the Notice of Selling, which is not refundable. Does not apply to a transfer under Section 18.3 of the Franchise Agreement.
Relocation Assistance[1]	25% of then-current Franchise Fee	Time of assistance	We will charge You a Relocation Fee for relocation evaluation if You request it and We agree to provide it.
Other Audit Fees and Amounts[7]	All costs and expenses associated with audit	Upon demand	You will be required to pay for any other third party audits, including any governmental type audits.
Customer Service[1]	All costs incurred in assisting Your consumers	Upon demand	You must reimburse Us if We determine it is necessary for Us to provide service directly to any of Your customers.

Name of Fee	Amount	Due Date	Remarks
Additional Training[6]	Rates as published in the Manual; currently, Five Hundred Dollars per day, plus (i) Our travel expenses or (ii) Your expenses as well as Your employees' expenses in attending	Time of service	You pay for additional training for additional trainees at Our facility at a rate of Five Hundred Dollars per day.
Additional Operations Assistance[6]	Rates as published in the Manual; currently, Our then-current fee; currently $500 per trainer per day plus travel expenses plus our expenses	Time of assistance	We provide You with assistance around the beginning of operations at no charge to You. You pay for additional assistance if You request it or if We provide assistance to Your clients for up to six months (6).
Ongoing Training Programs[7]	You are required to pay Your expenses as well as Your employees' expenses for attending	Time of program	We provide Update Training. No tuition or training fees are assessed; attendance will not be required more than 1 time per year and collectively will not exceed 4 days in any calendar year.
Temporary Management Assistance[1]	Then-current Rates as published in the Manual; currently 10% of Gross Sales	Each day that it applies	If You are in default of Your Franchise Agreement, or Following the death or incapacity of an owner of the Franchised Business. We may assume operation of the Franchised Business until the deceased or incapacitated owner's interest is transferred to a third party approved by Us, up to a maximum of 60 days. We charge this temporary management fee during the time We are operating Your Franchised Business and We will also be entitled to reimbursement of any expenses We incur that are not paid out of the operating cash flow of the Franchised Business.
National / Regional Meetings	$1,500 for two attendees	First Monday in January,	If we choose to establish an Annual Meeting We will provide Annual Training at Our Annual Convention.

Name of Fee	Amount	Due Date	Remarks
	(Non-attendance incurs an additional penalty of $2,500)	once established	We will provide all convention entrance fees, except hotel and airfare costs for up to two to attend the training session. Additional attendees will be billed at $750 each.
Indemnification / Legal Fees	All costs including attorneys' fees	Upon demand	You must defend lawsuits at Your cost and hold Us harmless against lawsuits arising from Your operation of the Franchised Business.
Renewal Fees	25% of Then-current Franchise Fee	270-90 days prior to termination	You must notify Us in writing at least 9 months prior to the end of Your Franchise Agreement with Us that You wish to Renew Your Franchise. You must also sign a General Waiver and Execute Then-current Franchise Agreement.
Replacement Operations Manuals	$1,500.00 each	Upon request	You are loaned one copy of the Operations Manuals. If You require a replacement copy this fee will be due upon ordering it.
Liquidated Damages on Confidential Information Disclosure only	$20,000.00 per breach		This is contained in the Confidentiality Agreement attached as Exhibit C, and only applies prior to becoming a Franchisee.
Liquidated Damages	Within 15 days, pay the amount due based upon the formula noted in the Remarks section	Upon termination	An amount equal to the average monthly Royalty Fees Franchisee paid to Us during the 3 months of operation preceding the effective date of termination multiplied by (a) 24 (being the number of months in two full years), or (b) the number of months remaining in this Agreement had it not been terminated, whichever is higher, or until the Protected Territory, as defined under Section 2.5 is granted to a third party, without the necessity of holding a full trial, and without the necessity of posting security or bond. The liquidated damages provision only covers Our damages from the loss of cash flow from the loss of continuing Royalty Fees.

Name of Fee	Amount	Due Date	Remarks
Prospective Supplier Sample Tests	$1,000.00, plus actual costs incurred	At time of request	If You wish to have Us test out a new supplier there will be a $1,000.00 fee. The new supplier will go through a 90 day approval timeframe and a 3 month test market.

No other fees or payments are to be paid to Us, nor do We impose or collect any other fees or payments for any other third party. All fees are generally nonrefundable.

NOTES

1 These fees are imposed by Us and deducted from Your ACH Account from Your Gross Sales and are payable to Us as listed in due date column of the above chart. Franchisor owned units do not have voting power in cooperatives established. The Royalty Fees, the Service Fee and the Capital Access Charge fee, plus any other amounts You owe Us will be deducted from payments that your Customers submit to You under the Order Processing System, or as a separate ACH withdrawal if warranted. (see Item 8) We may pass through to You any additional fees We incur if You pay Us any amounts by credit card.

2 The daily additional fee begins the day after underpayment.

3 "Gross Sales" means the aggregate of all income and monthly fees Franchisee receives from Customers for the purchase or provision of any goods or services, including enrollment fees, or any other person or business entity for the Franchised Business in connection with the Franchised Business (whether or not in accordance with the terms of the Franchise Agreement) and whether for check, cash, credit or otherwise, from the sale of products and services (including service charges in lieu of gratuity) regardless of the dollar amount Franchisee sells each product or service for, including, without limitation, all proceeds from any business interruption insurance, but excluding (a) all insurance payments, check, cash, credit or debit card refunds made in good faith provided, prior to granting the refunds, the revenue related to the refunds was included in Gross Sales, (b) any sales and equivalent taxes that Franchisee collects for or on behalf of and pay to any governmental taxing authority, and (c) any rebate Franchisee receives from a manufacturer or supplier.

4 Local and telephone directory advertising is in addition to and exclusive of the Local Marketing Contribution.

5 You must maintain certain types of insurance coverage as disclosed in Item 9 or in the Manual. If You do not, We may immediately obtain or reinstate the required coverage on Your behalf, and You must promptly reimburse Us for the costs of obtaining insurance and any additional costs incurred by Us in obtaining your coverage or reinstatement.

6 These amounts are estimates and approximate the average charge to You for services. Charges may vary based upon the actual time spent by Our staff and the duration of the training or assistance provided.

7. This fee will be used to cover the costs of items such as licensing or help desk fees for the point-of-sale software and other software, fees for a franchise portal, and fees for exposure on our website, or third party websites and services.

ITEM 7 - ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT [1]				
EXPENDITURE	**AMOUNT**	**METHOD OF PAYMENT**	**WHEN DUE**	**TO WHOM PAYMENT IS TO BE MADE**
INITIAL FEE[2]	$35,000 to $35,000	Lump Sum	When Signing the Franchise Agreement[2]	Us
BACKGROUND / CREDIT CHECK FEE	$350 to $500	Lump Sum	Upon submitting the LOI to Us for Our consideration.	Us
TRAVEL AND LIVING EXPENSES WHILE TRAINING[9]	$7,500 to $15,000	As Incurred	During Training/Before Opening	Airlines, Hotels, Businesses, Car Rental Companies, etc.
RENT / REAL ESTATE DEPOSIT	$8,000 to $24,000	As Arranged	As Arranged	Landlord
UTILITY AND MISCELLANEOUS SECURITY DEPOSITS[4]	$4,000 to $9,500	As Arranged	Before Opening, may depend upon your personal credit history or ratings	Landlord and Utility Companies
DESIGN AND ARCHITECTURAL FEES	$13,000 to $30,000	As Incurred	As incurred	Architects and other Professionals
PROJECT MANAGEMENT FEE[5]	$6,500 to $10,000	As Incurred	After signing the Lease	Approved Suppliers and Vendors
LEASEHOLD IMPROVEMENTS	$200,000 to $350,000	As Arranged	Before Opening, may be included in lease negotiations	Landlord, Contractors, or other Vendors
FURNITURE, FIXTURES, AND EQUIPMENT[6]	$108,000 to $150,000	As Arranged	Before Opening	Approved Suppliers and Vendors
OPENING INVENTORY[7]	$5,000 to $10,000	Lump Sum	As arranged	Us

YOUR ESTIMATED INITIAL INVESTMENT [1]				
EXPENDITURE	**AMOUNT**	**METHOD OF PAYMENT**	**WHEN DUE**	**TO WHOM PAYMENT IS TO BE MADE**
GRAND OPENING	$10,000 to $10,000	As Arranged	Before Opening	Approved Suppliers and Vendors
INSURANCE[8]	$2,500 to $4,500	As Arranged	Monthly/As Arranged, A Portion Before Opening	Insurance Company
SIGNAGE[5]	$7,500 to $15,000	As Arranged	Before Opening	Third Party
LICENSING AND PERMITS [7]	$13,000 to $30,000	As Incurred	During Training/ Before Opening	Third Party Vendors
POS/BACK OFFICE SYSTEM	$10,000 to $17,000	As Incurred	As Incurred	Suppliers.
LEGAL / ACCOUNTING[8]	$5,000 to $15,000	As Arranged	As Incurred	Your chosen professional
ADDITIONAL FUNDS[10] (Three Months)	$20,000 to $66,000	As Incurred	As Incurred	Operating Capital
TOTAL[1, 11] Single Unit	**$455,350** to **$791,500**			

<u>Area Development of 3 to 7 Single Franchise Agreements over time</u>

YOUR ESTIMATED AREA DEVELOPMENT INITIAL INVESTMENT [1]				
EXPENDITURE	**AMOUNT**	**METHOD OF PAYMENT**	**WHEN DUE**	**TO WHOM PAYMENT IS TO BE MADE**
INITIAL FEE[2]	$35,000 to $35,000	Lump Sum	When Signing the Franchise Agreement	Us
AREA DEVELOPMENT FEE[2]	$56,000 2 additional Units to $168,000 6 additional Units	Lump Sum	When Signing the Area Development Agreement	Us

YOUR ESTIMATED AREA DEVELOPMENT INITIAL INVESTMENT [1]				
EXPENDITURE	**AMOUNT**	**METHOD OF PAYMENT**	**WHEN DUE**	**TO WHOM PAYMENT IS TO BE MADE**
BACKGROUND / CREDIT CHECK FEE	$350 to $500	Lump Sum	Upon submitting the LOI to Us for Our consideration.	Us
TRAVEL AND LIVING EXPENSES WHILE TRAINING[9]	$7,500 to $15,000	As Incurred	During Training/Before Opening	Airlines, Hotels, Businesses, Car Rental Companies, etc.
RENT / REAL ESTATE DEPOSIT	$8,000 to $24,000	As Arranged	As Arranged	Landlord
UTILITY AND MISCELLANEOUS SECURITY DEPOSITS[4]	$4,000 to $9,500	As Arranged	Before Opening, may depend upon your personal credit history or ratings	Landlord and Utility Companies
DESIGN AND ARCHITECTURAL FEES	$13,000 to $30,000	As Incurred	As incurred	Architects and other Professionals
PROJECT MANAGEMENT FEE[5]	$6,500 to $10,000	As Incurred	After signing the Lease	Approved Suppliers and Vendors
LEASEHOLD IMPROVEMENTS	$200,000 to $350,000	As Arranged	Before Opening, may be included in lease negotiations	Landlord
FURNITURE, FIXTURES, AND EQUIPMENT[6]	$108,000 to $150,000	As Arranged	Before Opening	Approved Suppliers and Vendors
OPENING INVENTORY[7]	$5,000 to $10,000	Lump Sum	As arranged	Us
GRAND OPENING	$10,000 to $10,000	As Arranged	Before Opening	Approved Suppliers and Vendors
INSURANCE[8]	$2,500 to $4,500	As Arranged	Monthly/As Arranged, A Portion Before Opening	Insurance Company

YOUR ESTIMATED AREA DEVELOPMENT INITIAL INVESTMENT [1]				
EXPENDITURE	**AMOUNT**	**METHOD OF PAYMENT**	**WHEN DUE**	**TO WHOM PAYMENT IS TO BE MADE**
SIGNAGE[5]	$7,500 to $15,000	As Arranged	Before Opening	Third Party
LICENSING AND PERMITS [7]	$13,000 to $30,000	As Incurred	During Training/ Before Opening	Third Party Vendors
POS/BACK OFFICE SYSTEM	$10,000 to $17,000	As Incurred	As Incurred	Suppliers.
LEGAL / ACCOUNTING[8]	$5,000 to $15,000	As Arranged	As Incurred	Your chosen professional
ADDITIONAL FUNDS[10] (Three Months)	$20,000 to $66,000	As Incurred	As Incurred	Operating Capital
TOTAL[1, 11] Development Units	**$511,350** to **$959,500**			

NOTES TO ITEM 7.

1. Estimated Initial Investment

The above estimates do not provide for your cash requirements to cover operating costs after the initial phase or personal living expenses. You must have additional sums available, whether in cash or through unsecured credit lines or have other assets that You may liquidate or that You may borrow against, to cover your personal living expenses and any operating costs after the initial phase of your The Pizza Press® Franchise. We urge You to retain the services of an experienced accountant or financial advisor in order to develop a business plan and financial projections for your The Pizza Press® Franchise. Your actual investment will vary depending upon local conditions particular to your geographic area or market. As described in Item 10 below, We do not offer any in-house financing arrangements to You.

2. Initial Fee and Development Fee

As discussed in Item 5 above, all Fees paid to us are non-refundable. All initial Fees may be modified by a State Addendum attached as Exhibit G.

3 Real Estate/Rent

Your Pizza Press Franchised Business will be run out of a retail location. Your monthly rent and security deposit or monthly mortgage payments as a projected high-low dollar investment as to leasing space in a business location are somewhat difficult to predict. They will depend upon the size, condition and location of the premises and the demand for the premises among other possible tenants or purchasers, along with the particular building's prevailing rental rates for your particular locale.

4 Lease, Utility and Miscellaneous Security Deposits

You will most likely be required to pay a lease deposit (typically the last month's rent) before You can enter the premises. Utility companies may require You to place a deposit and/or pay an installation fee before occupying the premises or installing telephone, gas, electricity and related utility services. These deposits may be refundable under agreements made with the Landlord and utility companies.

5 Project Management

You will pay to Us or one of Our Approved Suppliers a fee of $6,500 if your Unit is located within 100 miles of Our corporate offices, or $10,000 if your Unit is located further than 100 miles from Our corporate offices. This fee covers the Project Management of the build-out and set-up of equipment for your Pizza Press franchised business.

Leasehold Improvements

The cost of construction and leasehold improvements depends upon the size and condition of the premises, the local cost of contract work and the location of the Franchise Business. In some cases, a "vanilla shell" is available which can be used without requiring extensive demolition or renovation. In other cases, the space may require extensive renovation, construction of ceilings, walls, plumbing, flooring and lighting, before finishes can be installed. The range of figures for a Franchise Business is for the cost of reasonable renovation or leasehold improvements. This figure does not include all signage necessary for the franchise location.

You must have interior and exterior signage bearing the Marks as prescribed by Us. The cost of signage will vary based upon the supplier of the signage, size, number of signs, and requirements of the building location and may also be affected by applicable municipal code and zoning restrictions. You must use at least those signs shown on the standard list of internal signs We require for every Franchised Business.

6 Furniture, Fixtures and Equipment

The equipment estimate does not include import fees, shipping or freight.

The equipment necessary for the operation of a The Pizza Press Business is listed in the Confidential Operations Manual (the "Manual"). You must purchase approved brands and models from approved suppliers. The cost of the equipment will depend on financing terms available, the size of the Franchised Business, brands purchased, and other such relevant factors.

Fixtures may include desks, signs, wall coverings, and decorations. The cost of fixtures will vary, depending on the layout of the Franchise Business, and other relevant factors.

However, all equipment, fixtures, construction, leasehold improvements and interior decor (if applicable) must meet Our standards and specifications and must be approved by Us. Local ordinances may result in variances in the type of required furniture, fixtures or equipment, which may affect the total price.

7 Opening Inventory

The Opening Inventory is the amount of Initial Product You must have for your business. In the chart above it reflects $5,000.00, as the minimum anticipated amount of initial inventory, some inventory may be supplied to You prior to Opening by Us. While the reflected $10,000.00 includes the amount for larger locations. There will be other items required to purchase prior to opening that are not included in this figure. These items include cleaning supplies, office supplies, and other miscellaneous items that you are fully in charge of purchasing as you see fit.

8 Insurance

You must obtain and maintain the required insurance coverage as described by Us in Item 9 of this Disclosure Document and in the Franchise Agreement. The cost of insurance will vary based on types and limits of insurance purchased, location of the Franchise Business, terms available and other related factors. The estimate provided is for your insurance deposit .

9 Training

You and your Manager must participate in our initial training as stated in Item 11 of this Disclosure Document. The fee for the Initial Training Program is included in the Initial Fee. You may participate in Our additional training programs. All Initial Fees are used to defray Our costs for providing training, promotional assistance and materials and other services to be provided by Us. Additional information regarding training is available in Item 11 of this Disclosure Document.

10 Additional Funds

An amount of working capital is projected as sufficient to cover operating expenses for three months, including software, employee salaries and overhead, but excluding salary for an owner-operator. However, The Pizza Press cannot guarantee that this amount will be sufficient or that You will not have additional expenses starting the business. Your costs will depend on factors such as: how much You follow The Pizza Press's methods and procedures; Your management skill, experience and business acumen; local economic conditions; the local market for our product; the prevailing wage rate; competition; and the sales level reached during the initial period.

11 Total

We relied upon our business experience to compile these estimates. You should review these figures carefully with a business advisor before making any decision to purchase the franchise.

We cannot guarantee that this amount will be sufficient or that You will not have additional expenses starting the business. Your costs will depend on factors such as: How much You follow our methods and procedures; Your management skill, experience and business acumen; local economic conditions; the local market for our product; the prevailing wage rate; competition; and the sales level reached during the initial period.

We do not offer any direct or in-house financing to You for the Initial Fee as described more fully in Item 10. However, We may provide assistance to You in obtaining outside financing.

ITEM 8 - RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Franchise Business and Location

You must submit the location of your choosing for approval. The location must meet Our location selection guidelines for a The Pizza Press business, the Lease must be approved by Us and have the required provisions in the Pizza Press Lease Rider. The criteria used in approving the location may include generally accepted criteria for assessing the sales performance of target metropolitan centers, parking availability, signage availability, proximity to a population of at least 25,000 people in a suburban area and at least 10,000 in a densely populated metropolitan area. located within the proposed Territory and diversity of contacts within those areas. We may require you to use the services of a designated Commercial Real Estate Brokerage to assist you in locating your location.

Services, Equipment; Fixtures; Furniture, Signs, Other Products, Supplies, and Materials

You must contract, purchase, lease, or license any services, equipment, furniture, fixtures, supplies, or other materials to be used in the operation of the Franchise Business, for Your Business only from suppliers that We designate or approve (which might include or be limited to Us or our affiliates), if stated in the Manual or previously approved in writing by Us. You may purchase items and services for which We have not identified approved suppliers from any source, if the items and services meet our specifications.

To maintain the quality and consistency of all Franchise Businesses and Franchise Business products, You must purchase all products, goods, services, small wares, supplies, fixtures, materials or equipment and signs; and other materials and supplies used in the operation of the Franchise Business that meet the specifications and quality standards established periodically by The Pizza Press and from suppliers and manufacturers approved by The Pizza Press, as described below.

You must use only envelopes, business cards, letterhead, marketing materials, labels and documentation imprinted with the Marks and colors as prescribed and approved by The Pizza Press.

Currently, We are not a designated or approved supplier for any products or service You will offer. However, our Affiliate, Newsworthy Concepts, Inc., is an approved supplier for some products, furniture, fixtures and equipment, uniforms, some promotional items, and other miscellaneous items. We receive benefits from approved suppliers based upon franchisees purchases. During our fiscal year ended December 31, 2016 we did not receive any revenues based upon franchisees required purchases. During our fiscal year ended December 31, 2016 We received rebates of $0.00 or approximately 0% of our total revenues. Except as stated in this Item, neither We nor any persons affiliated with Us is or are an approved supplier of any required goods or services, and neither You nor any person affiliated with Us will or may derive revenues as a result of required purchases or leases by You.

We estimate that the cost of required equipment and supplies purchased in accordance with our specifications will represent approximately (a) 85% of your total purchases and leases in establishing the business and (b) 25% of your total purchases and leases during operation of the business.

Specifications and Standards

To maintain the high standards of the quality assurance program and to ensure compliance with service specifications, HIPPA, OSHA, and industry standards, The Pizza Press reserves the right to approve sources of services or products sold in Franchise Businesses. Any changes to or modifications of the System, the Manual, or any standard will be promptly communicated to You.

You must comply with Our specifications for brands and types of equipment used in Your Franchised Business. If You propose to purchase any items for use in your Franchised Business from an unapproved source for which We have identified, designated, or approved supplier(s), You must request our approval first. We may require, as a condition of granting approval that our representative(s) be permitted to inspect the supplier's facilities, and that information, specifications, and samples as We reasonably request be delivered to Us for testing. We require the Prospective Supplier Fee to be paid in full at the time you request Us to evaluate a prospective supplier. We will notify You within ninety days of your request as to whether We approve the supplier or product. If no approval is received within ninety days, it is deemed denied. Upon written acceptance and approval by Us of services or products and suppliers submitted for inclusion on the Approved Suppliers List and Approved Supplies List, You will be free to purchase such service or product from such approved supplier. We may revise our Approved Supplier and Approved Supplies Lists.

We apply the following general criteria in designating a proposed supplier as an approved source:

1. Ability to provide the service or product to Our quality specifications;
2. Production and delivery capability;
3. Minimum standards for safety;
4. Integrity of the supplier; and
5. Legality of the product or company.

Insurance

You must obtain and maintain insurance, at Your expense, with policy limits as required by Us, applicable law, Your landlord, and lender or otherwise. The policies must be written by an insurance company reasonably satisfactory to Us with a Best rating of "A-" or better and include the risks, amount of coverage and deductibles as stated below. We reserve the right to increase the minimum insurance requirements.

a) "all risk" property insurance, including business interruption insurance, customarily obtained by similar businesses in your general area to cover, at a minimum, all assets including inventory, furniture, fixtures, equipment, supplies and other property used in the operation of your The Pizza Press Business; and

b) General commercial liability insurance in an amount of not less than $2,000,000.00 per occurrence with a $1,000,000.00 general aggregate; and

c) Comprehensive general liability insurance, including products and contractual, in an amount of not less than $2,000,000.00 per occurrences with a $1,000,000.00 general aggregate; and

d) Workers' compensation insurance for statutory limits and employer's liability insurance in an amount not less than $1,000,000.00; and

e) Professional liability insurance in an amount of not less than $2,000,000.00 per occurrence with a $1,000,000.00 general aggregate; and

f) An umbrella policy in amount of not less than $3,000,000.00.

Bookkeeping and Records

You will establish and maintain a bookkeeping, accounting and record keeping system conforming to Our requirements, as may be periodically revised. You will submit periodic reports, forms and records as specified in the Franchise Agreement or the Manual or otherwise. You may either conduct these activities yourself or hire a bookkeeper or accountant approved by us.

ITEM 9 - FRANCHISEE'S OBLIGATIONS

This table lists Your principal obligations under the Franchise Agreement and other agreements. It will help You find more detailed information about Your obligations in these agreements and in other ITEMS of this Disclosure Document.

Obligation		Section In the Franchise Agreement (FA) and Development Agreement (DA)	ITEM In the Disclosure Document
a.	Site selection and acquisition/lease	FA: Article 5 DA: Article 4	ITEMS 11 and 12
b.	Pre-opening purchases/leases	FA: Articles 5, 12 and 15 DA: None	ITEMS 7, 8 and 11
c.	Site development and other pre-opening requirements	FA: Articles 5 and 8 DA: Article 4, Exhibit I	ITEMS 7, 8 and 11
d.	Initial and ongoing training	FA: Article 8 DA: None	ITEMS 6, 7 and 11

Obligation		Section In the Franchise Agreement (FA) and Development Agreement (DA)	ITEM In the Disclosure Document
e.	Opening	FA: Articles 5 and 8 DA: Article 4, Exhibit I	ITEM 11
f.	Fees	FA: Articles 3, 5, 8, 10, 11, 12, 13, 15, 18 and 21 DA: Article 3	ITEMS 5, 6, 7 and 11
g.	Compliance with standards and policies/Operating Manual	FA: Articles 6, 7, 9, 10, 11, 12 13 and 15 DA: Article 6	ITEMS 8 and 16
h.	Trademarks and proprietary information	FA: Articles 6, 7 and 9 DA: Article 6	ITEMS 13 and 14
i.	Restrictions on products/services offered	FA: Articles 5, 6, 7, 10 and 13 DA: Article	ITEMS 8 and 16
j.	Warranty and customer service requirements	FA: Article 13 DA: None	ITEM 16
k.	Territorial development and sales quotas	FA: Article 2 DA: Article 4, Exhibit I	ITEM 12
l.	Ongoing product/service purchases	FA: Article 13 DA: None	ITEMS 8 and 11
m.	Maintenance, appearance and remodeling requirements	FA: Articles 5, 10 and 13 DA: None	ITEM 6
n.	Insurance	FA: Article 15 DA: None	ITEMS 6, 7 and 8
o.	Advertising	FA: Articles 3 and 11 DA: None	ITEMS 6, 7 and 11
p.	Indemnification	FA: Article 21 DA: Article 11	ITEM 6
q.	Owner’s participation/ management/ staffing	FA: Articles 8 and 13 DA: Article 4	ITEM 15
r.	Records and reports	FA: Articles 5 and 12 DA: None	ITEM 11
s.	Inspections and audits	FA: Articles 6, 12 and 16 DA: Article 12	ITEMS 6, 11 and 13
t.	Transfer	FA: Articles 16 and 18 DA: Article 7	ITEM 17
u.	Renewal	FA: Articles 4 and 16 DA: Article 5	ITEM 17
v.	Post-termination obligations	FA: Article 17 DA: Article 9	ITEM 17
w.	Non-competition covenants	FA: Articles 7, 17 and Exhibit 2 DA: Article 9	ITEM 17
x.	Dispute resolution	FA: Article 23 DA: Article 13	ITEM 17

ITEM 10 - FINANCING

We are not required to offer You any Financing Options. We do not offer any in-house financing options. However, We may assist You in obtaining outside financing for Your franchise. We will not guarantee your note 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.

A. Our Pre-Opening Obligations

Before You open your Franchised Business, We will:

1. Accept or reject your proposed location within 30 days after receiving the request for your proposed location. Once an accepted location has been determined we will designate your true Territory, as further described in ITEM 12; (Franchise Agreement, Section 2.5)

if You are a Developer, designate your Development Territory, as further described in ITEM 12; (Development Agreement, Section 2.1 and Exhibit I)

2. coordinate with You and our then current approved Commercial Broker, CCIM vendor to assist You in locating an appropriate location for your business and negotiating your commercial lease according to our requirements, which include protective provisions for You; (Franchise Agreement, Section 5.3)

If You are a Developer, You must locate each of your Franchised Businesses in the Development Territory, and for each, You must propose the specific sites for our consideration according to the process above. You are not solely responsible for locating and obtaining sites for your Franchised Businesses in your Development Territory that meet our standards and criteria and that are acceptable to Us, We will assist You in finding a suitable site; (Development Agreement, Sections 2.1 and 4.3)

Note: Neither We nor any of our employees have special expertise in selecting sites; We make no representations that Your Franchised Business will be profitable or successful by being located at the Approved Location. Any approval is intended only to indicate that the proposed site meets our minimum criteria based upon our general business experience;

3. review and approve Your lease or purchase agreement for the site for the Approved Location, including if applicable, discussions and assistance in obtaining the required Lease Rider for Your location; (Franchise Agreement, Section 5.3)

Note: Our review of Your lease or purchase agreement and any advice or recommendations We may offer is not a representation or guarantee by Us that You obtained the best deal for the lease, or that You will succeed at the leased or purchased premises and you should seek the advice of Your legal and accounting professionals in reviewing Your lease;

4. provide You with a standard overview for the build-out, and project management such as sample floor plans of the Franchised Business, if necessary, along with a list of suggested equipment that You might choose to purchase or lease and install; (Franchise Agreement, Section 5.4)

Note: Neither We nor any of our employees have special expertise in conforming the plans and specifications to Your local Territory. You will be solely responsible for ensuring that all local ordinances and building codes are followed and that You obtain all required permits if You choose, or are required to build-out;

5. provide an initial training program. This training is described in detail later in this ITEM; (Franchise Agreement, Section 8.1)

6. provide to You on-site assistance prior to your Grand Opening; (Franchise Agreement, Section 8.2);

7. provide to You, on loan, one copy of The Pizza Press® Business Operations Manual(s), either in electronic or paper form. The Table of Contents of the Operations Manual(s), along with the number of pages devoted to each section, is described in detail later in this ITEM; (Franchise Agreement, Section 9.1)

8. will designate one or more architects with whom You must work to develop floor plans and full construction drawings for Your location and deliver prototype drawings for a conceptual appearance of a Pizza Press restaurant; (See Franchise Agreement, Section 1D and Area Development Agreement, Section 3B and 3D)

9. review Your architect's floor plans and full construction drawings for Your Pizza Press restaurant, for which Our consent is required; (See Franchise Agreement, Section 1D and Area Development Agreement, Section 3C and 3D)

10. evaluate Your location before Your opening to the public to determine if it is ready to open. (See Franchise Agreement, Section 1D(8) and Area Development Agreement, Section 3G)

B. <u>Typical Length of Time Between the Signing of the Franchise Agreement and Beginning Operation</u>

You must submit a proposed location acceptable to us within 90 days of signing the Franchise Agreement. We will accept or reject your proposed location within 30 days of receiving Your request for acceptance of a location. We estimate that the typical length of time between the signing of the Franchise Agreement and the Opening of a The Pizza Press® Business to be approximately 12 months for leased property. Factors that may affect your beginning operations include your completion of the training package requirements, ability to secure travel arrangements to training, financing, compliance with local ordinances, available training seats when signing, general contractors abilities and timelines, weather conditions and delays in setup or installation of computers, software, equipment and fixtures. You are required to open your Franchised Business and be operational with your Soft Opening within 12 months, after signing the Franchise Agreement, and with a scheduled Grand Opening 2 days later, unless waived in writing. If you sign multiple Franchise Agreements at the same time we may consent to altering the above timeline. (Franchise Agreement, Section 5.6 and Section 16.2)

C. <u>Other Assistance During the Operation of The Franchised Business</u>

After the opening of the Franchised Business, We will:

1. periodically, no less than quarterly, advise and offer general guidance to You by telephone, e-mail, webinars, facsimile, newsletters or other methods. Any guidance provided will be

based on our, our Affiliates', Suppliers and our other franchisees' experience in operating The Pizza Press® Businesses. Such advice and guidance may consist of knowledge and experience relating to the authorized services or products, assistance in obtaining consumers, communication of new developments, improvements or additions, software, equipment and supplies, as well as operational methods, accounting procedures, marketing and sales strategies; (Franchise Agreement, Section 14.1)

2. make periodic visits to the Franchised Business to assist and guide You in various aspects of the operation and management of the Franchised Business, as We see fit. We may prepare written reports outlining any suggested changes or improvements in the operations of the Franchised Business and detail any deficiencies that become evident as a result of any such visit. If We prepare a report, You will be provided with a copy; (Franchise Agreement, Section 14.2)

3. communicate directly with the consumer, employees or independent contractor(s), or other person or entity not the franchisee, to provide assistance before, during, or after the initial opening at the rate of $500.00 per day, payable weekly by ACH Deposit, by Monday of the week following the support; (Franchise Agreement, Sections 8.5 and 14.1)

4. make available to You changes and additions to the System as generally made available to all franchisees; (Franchise Agreement, Section 10.2 and 14.3)

5. periodically, provide advertising and promotional materials including ad-slicks, brochures, fliers, and other materials for your use or purchase; (Franchise Agreement, Section 14.4)

6. approve forms of advertising materials You will use for Local Advertising, Opening Advertising and any optional Advertising; (Franchise Agreement, Sections 11.1, 11.2 and 11.4)

7. maintain our websites located at www.thepizzapress.com and continue to promote The Pizza Press® Businesses through the Internet. We will prepare and maintain an interior page to our site promoting or giving information about Your Franchised Business; (Franchise Agreement, Section 11.4)

8. maintain our Social Media sites and applications such as: Twitter, Facebook, LinkedIn and other sites and applications that We may establish. We do not allow You to establish or utilize Social Media sites or applications for business purposes except those created by Us for your use. Further, any representations from You, or your employees regarding your profits or earnings made on any Social Media site or application, even if made from a personal Social Media account, is deemed a breach of Confidential Information under the Franchise Agreement, and You will be responsible for all costs including legal costs for any required fines or legal actions as a result of your postings; (Franchise Agreement, Section 11.4)

9. provide You with modifications to the Manual as they are made available to franchisees; (Franchise Agreement, Section 9.2)

10. provide You with modifications to the security and camera system procedures as needed; (Franchise Agreement, Section 9.2);

11. provide You administrative bookkeeping and accounting control procedures as needed; (Franchise Agreement, Sections 12.3 and 12.4) and

12. will treat all franchisees equal. All services and support will be on a first come first served basis. You will enjoy a "favorite franchisee" provision with Us. Large or multi-unit owners will not receive any special treatment by Us over single unit franchisee. If We create or roll out new system programs, services or benefits, they will be immediately applicable to You and all other

franchisees in The Pizza Press System, after completion of a beta test market program, if applicable. All Franchise Agreements will contain this same provision. (Franchise Agreement, Sections 10.1)

D. Advertising and Promotion

1. All advertising and promotions must be approved in writing by Us in advance. We have 30 days to approve the submission. If We do not approve the advertising or promotions You submit within 15 day(s), they are deemed denied and You may not use them.

During every one (1) month period after the Franchised Business opens, You must spend at least Two Thousand Dollars ($2,000.00) or two percent (2%) of Your Gross Sales, whichever is greater, on local advertising in an effort to assist You to grow your business. You may choose to spend whatever amount You determine best; however, at no time may You spend less than two thousand dollars or two percent of the previous months Gross Sales, whichever is higher, towards your local advertising budget. ("Local Advertising").

On the first Monday of each month or within ten (10) days after the end of each month, whichever occurs first, after the Franchised Business opens, You will furnish to Us an accurate accounting of the expenditures on Local Advertising for the preceding one month period. (Franchise Agreement, Section 11.1 and 12.5)

2. We have developed a Territory-wide Advertising Fee that You will be required to contribute to ("Advertising Fee"). We have set the exact percentage that You must contribute to at one percent (1%) of the previous weeks Gross Sales following the date the franchised business is open to the public. For the purposes of this section your first week counted will be the week of your Grand Opening.

We may adjust the percentage with ninety (90) days advance notice to You; but it can never be raised more than one percent (1%) per year. (Franchise Agreement, Section 11.2) We will administer the Advertising Fee as follows:

(a) We will control the creative concepts and the materials and media to be used, and We will determine the placement and allocation of advertisements. We may use print, television, radio, Internet or other media for advertisements and promotions. We do not guarantee that any particular franchisee will benefit directly or in proportion to their contribution from the placement of advertising by the Advertising Fee;

(b) We may use Your contributions to meet or reimburse Us for any cost of producing, maintaining, administering (including costs of personnel), directing and conducting research and advertising (including the cost of preparing and conducting television, radio, billboard, Internet, video, video-streaming, digital signage, audio, magazine, newspaper and direct mail advertising campaigns, conventions and other public relations activities; developing and/or hosting an Internet web page of similar activities; employing advertising or public relations agencies to assist therein; and providing promotional brochures and other marketing materials to franchisees). We initially plan to conduct all advertising in-house, or We may use a national or regional marketing agency. We will maintain your contributions in a separate account from our other funds and We will not use them for any of our general operating expenses, except for our reasonable administrative costs and overhead related to the administration of the Advertising Fee;

(c) We expect to use all contributions in the fiscal year they are made. We will use any interest or other earnings of the Advertising Fee before We use current contributions. We intend for the Advertising Fee to be perpetual, but We have the right to terminate it if necessary. We will not terminate the Advertising Fee until all contributions and earnings have been used for advertising and promotional purposes or have been returned to our franchisees on a *pro rata* basis. Any funds not used in a particular fiscal year will rollover to the next fiscal year for use;

(d) All The Pizza Press® Businesses owned by Us will make similar contributions to the Advertising Fee as required of franchisees;

(e) We will have an accounting of the Advertising Fee prepared each year and We will provide You with a copy if You request it. It is our intention to provide a copy each year at the annual convention and training seminar, discussed later in this Item. We may require that the annual accounting be audited by an independent certified public accountant at the Advertising Fee's expense;

(f) The Advertising Fee is not a trust and We assume no fiduciary duty in administering the Advertising Fee; and

We anticipate that the percentages of use for the Advertising Fee will be 45% spent toward media and advertising production, 45% media placement on a national or regional basis, and around 10% of the Advertising Fee for administrative expenses, and follow-through.

3. During your Opening, You must spend at least Ten Thousand Dollars ($10,000.00) on Grand Opening, including print or news media or direct mail advertising, dues for business organizations, event dues or other solicitation and promotional efforts. We will provide You with guidance for conducting Opening Advertising, and We will review and approve the materials You use in your Opening Advertising. "Opening" includes 30 days prior to opening your Franchise Business through 60 days after opening your Franchised Business to the public. (Franchise Agreement, Section 11.1)

4. You must list the telephone number for the Franchised Business in your local telephone white pages directory. If You choose to advertise your Franchised Business in the "yellow pages" it must be in the category that We specify. You must place the listings together with other The Pizza Press® Businesses operating within the distribution area of the directories. You must also list your business in or on Google Places, Facebook Ads, Print Ads, Radio Ads, and Bing and Google Adwords. All online or internet based requirements will be completed by our Marketing agency, You will be responsible for the costs associated with this online requirement. (Franchise Agreement, Section 11.5)

E. Computer/Software/Phone System

You must purchase, for use in your Franchised Business, the computer systems, equipment, and systems We require in the Manual(s). You must acquire, install, and maintain all required items that We require, which may change from time to time, within 30 days of written notice. (Franchise Agreement, Section 12.6)

You must purchase, for use in your Franchised Business at least one computers (placement will be discussed in the Manual(s)) with the specified software installed on them. We may require that You add additional, new or substitute software, replace or upgrade your computer systems and equipment, and enter into maintenance agreements with third parties. You must acquire, install, and maintain all required anti-virus and anti-spyware software as designated by Us in addition to any email or internet usage policies that We require within 30 days of written notice. You are solely responsible for updating the manufacturer's software on each device and ensuring that each device is not running old versions of the software. (Franchise Agreement, Section 12.6)

There is currently only one approved point of sale system that You will use that satisfies our requirements. You must purchase the approved system through Ramisons and/or Newsworthy

Concepts. We reserve the right to act as collection agent for NCR, Ramisons, or Newsworthy Concepts and collect fees You owe to them. You must purchase and install NCR, The Pizza Press version which will include the software and hardware required to operate Your Franchised Business. We estimate that the NCR, The Pizza Press version will cost approximately $10,000 - $17,000 depending upon how many terminals You want. Your ongoing NCR updates and/ or maintenance fee is estimated to be $1,000.00; however the manufacturer sets all pricing for NCR.

Presently, We require You to have QuickBooks accounting system. The Pizza Press has obtained a multi-user franchising direct agreement with Intuit, manufacture of QuickBooks, which You may purchase through The Pizza Press, at the specially prepared Intuit website for The Pizza Press franchisees. You will be responsible for any upgrades or updates to the system thereafter. Although We do not set the pricing, Intuit does. Currently the pricing for QuickBooks is $40 per month for the online version or a single payment of $139.96 for a 1 user QuickBooks Pro or $384.96 for a 3 User license. In addition, You must purchase the QuickBooks Learning CD if You do not currently use QuickBooks, which is currently $29.97 through The Pizza Press's Intuit website. We will have access to the accounting system through QuickBooks remote access to validate the revenue for royalties. (Franchise Agreement Section 3.6 & 12.6)

You must have at least two phones on a single phone line in your franchised business. We estimate that the phone system will cost approximately $100 to $500 plus a monthly ongoing fee per location payable to a third party vendor depending upon how many phones or phone lines You want. (Franchise Agreement Section 12.6)

Each location must have a music system on at all times during business hours which play only our preapproved Pizza Press playlists from only our approved Vendor. (Franchise Agreement Section 12.6)

You are required to maintain a security system in your Pizza Press franchised business, specification of which shall be maintained in the Manual(s). (Franchise Agreement Section 12.6)

We have the right to independently access all information collected or compiled by or in accordance with your use of the software or electronic components at any time without first notifying You. You must update or upgrade computer hardware or software as We deem necessary. (Franchise Agreement, Sections 12.6, and 12.7)

F. E-Problem Disclaimer

Computer systems are vulnerable in varying degrees to computer viruses, bugs, power disruptions, communication line disruptions, internet access failures, internet content failures and similar problems, and attacks by hackers and other unauthorized intruders ("E-Problems"). We have taken reasonable steps so that E-Problems will not materially affect our business. We do not guarantee that information or communication systems that We or others supply will not be vulnerable to E-Problems. It is your responsibility to protect yourself from E-Problems. You should also take reasonable steps to verify that your suppliers, third-party vendors, lenders, landlords, and governmental agencies on which You rely, have reasonable protection from E-Problems. This may include taking reasonable steps to secure your systems (including firewalls, password protection and anti-virus systems) and to provide backup systems. (Franchise Agreement, Section 12.6)

G. Operations Manual

We will loan to You, during the term of the Franchise Agreement, one copy of the Set of Manuals containing reasonable and mandatory specifications, standards, operating procedures and rules prescribed by Us for The Pizza Press® Businesses and information relative to Your other obligations and the operation of a The Pizza Press® Business. You must maintain a current, updated copy of the Set of Manuals. If there are any disputes over the contents of the Manual, the terms of the master copy maintained at our headquarters will control. Our interpretations of the provisions of the Manuals are controlling, and You must abide by our interpretations. We will have the right to periodically add to and otherwise modify the Manuals to reflect changes in the specifications, standards, operating procedures and rules required by Us for The Pizza Press® Businesses, provided no addition or modification will materially change your fundamental status and rights under the Franchise Agreement or require You to spend unreasonable additional capital investment. (Franchise Agreement, Article 9)

The Table of Contents for the Manuals, and the pages for each subject, as of the date of this Disclosure Document are as follows:

We have a compilation of One (1) Manual(s) and materials that total 340 pages plus appendices. Failure to follow the mandatory specifications, standards or operating procedures in the Manuals, as amended from time to time, may constitute a material breach of the Franchise Agreement. If such a material breach is not cured within thirty (30) days of receipt of the written notice from Us of default, We may terminate the Franchise Agreement. (Franchise Agreement, Section 16.2)

H. Training

You will complete Three levels of training, the Initial Training, and the Soft Opening Training, which shall be completed prior to opening to the general public; and the Grand Opening Program. You must successfully complete the Initial Training program (which You become eligible for after You have submitted, and We have approved Your location). We will conduct an Initial Training program that the Franchisee (which is You, if You are not a corporation or other business entity), and all Manager(s), must attend and complete to our satisfaction. Although Initial Training is mandatory, You may bring additional trainees, over the three allotted trainees. Each additional trainee will be charged $500 per day, or $6,000 for the full 10 calendar day(s) of training. Training will take place at our headquarters location, online, or at another location or locations We designate. The Initial Training program covers all material aspects of the operation of a The Pizza Press® Business. Initial training will last for up to 7 days and take place at our headquarters in Anaheim, California or another location we designate. We will also provide on-site training for you and your staff for at least 5 days before the opening of your Pizza Press restaurant. You and your operating partner must attend and complete initial training to our satisfaction between 30 and 60 days before opening your franchised business. If you fail to complete the training to our satisfaction, we may terminate your franchise. In addition to the initial training, we may require you and your personnel to attend remedial training if we believe that you are not operating the franchised business to our standards. Moreover, we may require franchisees to undergo, or franchisees may request, onsite or additional training or operations assistance over and above our normal course of training. If we require you to attend remedial training or you request additional training or assistance which we agree to provide, you must pay a daily training rate per trainer and all of your own expenses in connection with training along with all of the trainer's travel expenses, if any.

If You replace your Manager, your new Manager must attend our training program. We reserve the right to charge You for the training of a new Manager at Then daily rate. You are responsible for training your own employees and other management personnel. (Franchise Agreement, Article 8)

You will be required to provide written and photographic proof, if requested by Us, of all opening marketing and Local Advertising performed in connection with Your Grand Opening. Said proof shall be submitted to Us along with Your Monthly Gross Sales Report. (Franchise Agreement 8.2)

TRAINING PROGRAM

	Subject [1]	**Hrs. of Training [1]**	**Hours of On-the-job Training**	**Location / Instructor(s) [3]**
	History of The Pizza Press	30 min	0	Anaheim, CA
	Use of the Manual	30 min	0	Anaheim, CA
	Tour of The Pizza Press	30 min	0	Anaheim, CA
	Pre-Opening Procedures	30 min	0	Anaheim, CA
	Personnel Issues	1	2	Anaheim, CA
	Advertising	1	2	Anaheim, CA
	Management Procedures	2	5	Anaheim, CA
	Franchise Reporting Requirements	30 min	1	Anaheim, CA
	Accounting/Record keeping	30 min	2	Anaheim, CA
	Customer Service Procedures	2	3	Anaheim, CA
	Front/Back of House – Manager Duties	2	4	Anaheim, CA
	Back of House – Prep/Recipes Procedures	1	18	Anaheim, CA
	Inventory Management	1	3	Anaheim, CA
	POS System	1	16	Anaheim, CA
	Cleaning Procedures	1	2	Anaheim, CA
	Safety Procedures	1	2	Anaheim, CA
	Totals	**16**	**60**	

1 Length of time spent on a subject and nature of subjects taught may vary depending upon an individual's experience and ability.

2 Training may not be necessary for the full time frame. The numbers of hours listed in this section also include hours spent training on site at the Franchisee's Business.

3 Training may be provided by Jacob Clemens, Sam Edwards, Mark Miller, Mo Hayat, or Dara Maleki, as well as other members of Franchisor's or an Affiliates current staff. The above listed persons' qualifications are included in Item 2 or can be provided upon request.

If circumstances require, a substitute trainer may provide training. We also reserve the right to name additional trainers periodically. There are no limits on our right to assign a substitute to provide training. We may use Your location as a training facility upon notice. If We elect to use Your Franchised Business for training others, We will provide to You, instead of paying You, which is to be considered payment in full, for use of the facilities, the ability for You to enroll Your employees or contractors into the training class being taught by Franchisor free of all charges. There is no limit on the number of times during the Franchise Agreement that We can use Your Franchised Business.

Periodically, We may require the previously trained and experienced Manager, your other managers and/or employees to attend refresher-training programs to be conducted at our headquarters or other locations We designate. Attendance at these programs will be at your expense ; however, We will not require You to attend more than one of these programs in any calendar year and these programs will not collectively exceed Five days during any calendar year not including any annual convention that is held by Us. You will be responsible for all travel costs, room and board and employees' salaries incurred in connection with Your, Your Manager, and/or Your employees' attendance at such training.

We will provide You with Ongoing Assistance as You request and/or We deem necessary. However, if You need Special Assistance, or if We must deal directly with the Your clients, Your vendors or others directed by You, You will pay the Additional Assistance fee equal to Then-current daily rate as set forth in the Manual, payable by ACH Withdraw, 10th day of the month following the support overage, (Franchise Agreement, Section 8.5)

From time to time, We may provide additional training. If We provide additional training We have the right to require that Your, Your Manager, and/or Your employees' attend additional training programs. We will charge Five Hundred Dollars ($500.00) per day for additional training at Our facility.

If you are in default of your Franchise Agreement, or following the death or incapacity of You or an owner of Your Franchised Business, We may assume operation of Your Franchised Business until the default has been cured, or the deceased or incapacitated owner's interest is transferred to a third party approved by Us, up to a maximum of six months (6). We shall charge a temporary management fee, currently ten percent (10%) of the Gross Sales of Your Franchised Business, during the time We are operating Your Franchised Business and We will also be entitled to reimbursement of any expenses We incur that are not paid out of the operating cash flow of Your Franchised Business.

We provide annual training at the National or Regional Convention. We charge a fee of $1,500 to provide all Entrance Fee costs for up to two people. You may bring additional attendees for $750 per person. Your attendance is mandatory, if You fail to attend the National or Regional Convention You will pay a penalty fee of $2,500 to Us.

ITEM 12 - TERRITORY

We will grant You a protected Territory that will be delineated by zip codes. We will also consider market considerations, and established proximity to a population of at least 25,000 people in a suburban area and at least 10,000 in a densely populated metropolitan area as determined by Us in our sole discretion to establish your Territory (the "Territory"). Upon entering into a lease, which has been approved by Us with all applicable lease rider provisions We require, for the location of your The Pizza Press Business, a written description of your Territory will be provided to Us and will be inserted into the Franchise Agreement either prior to signing or as an addendum, depending upon the timing of the selection.

If You are in compliance with the Franchise Agreement during its term, We will not establish more The Pizza Press® Businesses or any substantially similar franchised or company-owned businesses in your Territory ("Territory"). However, We have the right to: (a) establish, own or operate, or continue to own or operate, and license others to establish, own or operate, or continue to own or operate The Pizza Press® Businesses outside of the Territory; (b) establish, own or operate, and license others to establish, own or operate, or continue to own or operate, other businesses under other systems using other trademarks at locations inside or outside of the Territory; (c) purchase or acquire the assets or controlling ownership of one or more businesses identical or similar to the Franchised Business (and/or acquire franchise, license and/or similar agreements for such businesses), some or all of which may be located anywhere, including within the Territory; (d) be acquired by any business, even if the other business operates, franchises and/or licenses Competitive Businesses within the Territory; (e) provide the services and sell any products authorized for The Pizza Press® Businesses using the Marks or other trademarks and commercial symbols through alternate channels of distribution, such as joint marketing with partner companies, through catering or delivery services, within non-traditional locations, and Internet sales, but We will not make any sales to Competitive Businesses inside of the Territory; and/or (f) engage in any other activities not expressly prohibited in the Franchise Agreement. We will not pay You any compensation for soliciting or accepting orders within the situations described above.

You may not relocate the Franchised Business without Our prior written consent. If the lease for the Approved Location expires or terminates through no fault of You or if the Franchised Business's premises is destroyed, condemned or otherwise rendered unusable or as otherwise may be agreed upon in writing by both You and Us, We may allow You to relocate the Franchised Business. If We do You will owe a relocation evaluation fee payable to Us of 25% of Then-current Franchise Fee (Currently $8,250). Any such relocation will be at Your sole expense, and must follow the requirements of Section 5.8 of the Franchise Agreement including all timeframes. There may need to be modifications by Us, to reflect the new circumstances. We have the right to charge You for any costs incurred by Us in providing assistance to You, including, legal and accounting fees. Otherwise, We have no obligation to provide relocation assistance. If We do not approve of any relocation site, the Franchise Agreement and Territory would revert to Us.

ITEM 13 - TRADEMARKS

Registrations and Applications

We grant our Franchisees the right to operate The Pizza Press® Businesses under the name "The Pizza Press" which is the principal Mark used to identify our System. You may also use any other current or future Mark to operate your Franchised Business that We designate in writing, including the logo on the front of this Disclosure Document and the trademarks listed below. By "Mark", We mean any trade name, trademark, service mark or logo used to identify The Pizza Press® Businesses. As of the date of this Disclosure Document, our Affiliate, Ramisons, Inc. has filed the registration, and all required Affidavits for the following Marks on the Principal Register of the U.S. Patent and Trademark Office (“USPTO”):

Mark	International Classification	Registration Number	Filing Date
THE PIZZA PRESS (Standard Character Mark)	025 035 043	4,893,370 4,749,011 4,613,002	February 7, 2014 February 7, 2014 February 7, 2014
THE PIZZA PRESS®	043	4,616,702	February 7, 2014
GREAT PIZZA GIVEAWAY DAY (Standard Character Mark)	043	4,613,002	February 7, 2014

Our Affiliate, Ramisons, Inc., has granted Us a license to use and sublicense to use the above-mentioned Marks, dated June 20, 2014. The term of the license is for 99 years. The license agreement may be terminated if We take any affirmative act of insolvency, if a receiver or trustee is appointed to take possession of our properties and is not discharged within 90 days, if We wind up, sell, consolidate or merge our business, or if We breach any of our duties and obligations under the license and do not cure the breach within 60 days following written notice of the breach. Within the license agreement, the term “Marks” includes any other trade names, service marks, trademarks, designs, logos, slogans and commercial symbols now in existence or later adopted by Ramisons, Inc. that are used in connection with the System. This license agreement licensed to Us any future trademarks acquired by Ramisons, Inc. as well. In the event that Ramisons terminates our Agreement with them, they must honor all Franchisees sublicense agreements, including the right to renew.

Proceedings

We know of no currently effective material determinations of the USPTO, trademark trial and appeal board, the trademark administrator of this state or any court; pending infringement, opposition or cancellation; or pending material litigation involving the Marks.

Agreements

Except as stated above, there are no agreements currently in effect that significantly limit our rights to use or to license the use of the Marks in any manner material to the franchise.

Infringing Uses

We know of no infringing or prior superior uses that could materially affect the use of the Marks in this State or any other state in which the Franchised Business is to be located.

Your Rights and Obligations with Respect to the Proprietary Property Including the Proprietary Mark

All usage of the Marks by You and any goodwill established through your use will exclusively benefit Us. You will not receive any rights to the Marks other than the nonexclusive right to use them in the operation of your Franchised Business. You may only use the Marks in accordance with our standards, operating procedures and specifications. Any unauthorized use of the Marks by You is a breach of the Franchise Agreement and an infringement of Our rights in the Marks. You may not contest the validity or ownership of the Marks, including any Marks that We license to You after You sign the Franchise Agreement. You may not assist any other person in contesting the validity or ownership of the Marks.

We will protect You against claims of infringement or unfair competition arising from your use of any Marks provided (a) You immediately notify Us of any apparent infringement of, or challenge or claim to Your use of any Marks, (b) You are in complete compliance with Your Franchise Agreement; (c) You allow Us to take whatever action We deem appropriate in these situations. This means We have exclusive control over any settlement or proceeding concerning any Mark; and (d) You agree to be a witness in any legal, mediation, or arbitration proceeding on our behalf. You must take any actions that, in the opinion of our counsel, may be advisable to protect and maintain our interests in any proceeding or to otherwise protect and maintain our interests in the Marks. You may not communicate with any person other than Us and our counsel regarding any infringements, challenges or claims, however, You may communicate with your own counsel at your own expense.

You must use the Marks as the sole trade identification of the Franchised Business; however, You may not use any Mark or part of any Mark as part of your business entity name in any modified form. You may not use any Mark in connection with the sale of any unauthorized products or services, or in any other manner that We do not authorize in writing. You may not use the Marks in your legal entity, You must obtain a fictitious or assumed name registration if required by your state or local law.

You must notify Us in writing before applying for your own trademark or service mark registrations, whether state or federal. You must not register or seek to register as a trademark or service mark, either with the USPTO or any state or foreign country, any of the Marks or a trademark or service mark that is confusingly similar to any of our Marks.

You may not advertise on the Internet using, or establish, create or operate an Internet site or website using any domain name containing, the words ”The Pizza Press” or any variation thereof without our prior written consent.

We have the sole right to maintain Social Media sites and applications such as: Twitter, Facebook, LinkedIn, Pinterest, Yelp, Instagram, Snapchat and other sites and applications that We may establish. We do not allow You to establish or utilize Social Media sites or applications for business purposes, without our express written permission, and then only by using preapproved materials or campaigns. You and your employees do not have the right to utilize the Marks listed in this disclosure document, on any Social Media sites or applications, even if made from a personal Social Media account. Further, any representations from You, or your employees regarding your profits or earnings made on any Social Media site or application, even if made from a personal Social Media account, are deemed a breach of Confidential Information under the Franchise Agreement.

The Development Agreement does not grant the right to use the Marks or the right to license others to use the Marks. Use of the Marks is granted only under the Franchise Agreement.

Indemnification of You

We will reimburse You for all of your expenses reasonably incurred in any legal proceeding disputing your authorized use of any Mark, but only if You notify Us of the proceeding in a timely manner and You have complied with our directions with regard to such proceeding. We have the right to control the defense and settlement of any such proceeding. We will not reimburse You for your expenses and legal fees for separate, independent legal counsel or for any expenses in removing signage or discontinuing your use of any Mark. We will not reimburse You in connection with disputes where We challenge Your use of a Mark.

Modification

We can require You to modify or discontinue the use of any Mark and/or to use other trademarks or service marks. If We adopt and use new or modified Marks, You may be required to add or replace supplies, signs and fixtures, and You may have to make other modifications as necessary to maintain uniformity with our current standards and specifications; however, You will not be required to spend more than your initial investment during the initial term of the Franchise Agreement. We will not be required to reimburse You for modifying or discontinuing the use of a Mark or for substituting another trademark or service mark for a discontinued Mark. We are not obligated to reimburse You for any loss of goodwill associated with a modified or discontinued Mark.

ITEM 14 - PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

Under the Franchise Agreement, You agree not to contest, directly or indirectly, our ownership, title, right or interest in our common law rights, copyrights, Trade Dress, Trade Secrets, Confidential Information, the System, methods, procedures or any other intellectual property rights that are part of our System or contest our sole right to register, use or license others to use (except as limited by the Franchise Agreement) the common law rights, copyrights, Trade Dress, Trade Secrets, Confidential Information, the System, methods, procedures or any other intellectual property rights that are part of our System.

Patents

We do not possess any patents relative to this system.

Copyrights

We own copyrights in the Manual, our website, and other copyrightable items that are part of the System. While We claim copyrights in these and similar items, We have not and are not required to register these copyrights with the United States Registrar of Copyrights. You must use these items only as We specify while operating the Franchised Business and You must stop using these items if We direct You to do so. You may not duplicate or disclose any portion of the Manual in an unauthorized manner. Further, all information is proprietary and the Franchise Agreement and the Development Agreement require You to keep such information confidential.

Proceedings

We know of no currently effective determinations of the U.S. Copyright Office or any court regarding any of our copyrighted materials. Except as stated above, our right to use or license copyrighted items is not materially limited by any agreement or known infringing use.

Confidential Information

We have developed certain Trade Secrets and other Confidential Information, including methods of business management, sales and promotion techniques, and know-how, knowledge of, and experience in, operating a The Pizza Press® Business. We will provide our Trade Secrets and other Confidential Information to You during training, in the Manual and as a result of the assistance We furnish You during the term of the franchise. You may only use the Trade Secrets and other Confidential Information for the purpose of operating your Franchised Business. You may only divulge Trade Secrets and other Confidential Information to employees who must have access to it in order to operate the Franchised Business. You are responsible for enforcing the confidentiality provisions as to your employees.

Certain individuals with access to Trade Secrets or other Confidential Information, including the owners, directors and any managers of the business (and members of their immediate families and collaterals), are required to sign nondisclosure and non-competition agreements in a form the same as or similar to the Non-Disclosure and Non-Competition Agreement attached to the Franchise Agreement. We will be a third-party beneficiary with the independent right to enforce the agreements.

Proprietary Information

Our Affiliate, Ramisons, Inc., has granted Us a license, dated June 20, 2014, to use and sublicense for the use of its domain name www.thepizzapress.com. The term of the license is for 99 years; however, the license agreement may be terminated if We take any affirmative act of insolvency, if a receiver or trustee is appointed to take possession of our properties and is not discharged within 90 days, if We wind up, sell, consolidate or merge our business, or if We breach any of our duties and obligations under the license and do not cure the breach within 60 days following written notice of the breach, You will have continued right to the proprietary information even if We are terminated.

We have the sole right to maintain Social Media sites and applications such as: Twitter, Facebook, Pinterest, LinkedIn, Yelp, Instagram, Snapchat and other sites and applications that We may establish. We do not allow You to establish or utilize Social Media sites or applications for business purposes. You and your employees do not have the right to utilize any of the Trade Secrets and Confidential Information stated above, or the common law copyrighted materials including the guidelines, curriculums, classes, management and business training, community building mechanisms, vision statements, books, signage, promotional materials, Manual, training materials, Franchise Agreements, and any other documents, materials and items for the general ambiance and decor used in the operation of the System and The Pizza Press® Businesses on any Social Media sites or applications, even if made from a personal Social Media account. Further, any representations from You, or your employees regarding your profits or earnings made on any Social Media site or application, even if made from a personal Social Media account, is deemed a breach of Confidential Information under the Franchise Agreement, and You will be responsible for indemnifying and reimbursing Us all legal, penalties, fines, and court costs associated with your unauthorized representations.

All ideas, concepts, techniques or materials concerning the Franchised Business, whether or not protectable intellectual property and whether created by or for You or your owners or employees, must be promptly disclosed to Us and will be deemed our sole and exclusive property and a part of the System that We may choose to adopt and/or disclose to other Franchisees. Likewise, We will disclose to You concepts and developments of other Franchisees that We make part of the System. You must also assist Us in obtaining intellectual property rights in any concept or development if requested.

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

The Franchised Business must always be under the direct supervision of a Designated Manager, which can be You. The Designated Manager, You, if You are an individual, or one of your shareholders or partners, must devote their personal attention to the full time, day-to-day operation of the Franchised Business unless pre-approved in writing. At all times of operation, You may employ a Manager responsible for running the Franchised Business on a full time basis. The Designated Manager must be the person You designate in writing (and approved by Us in writing) and have primary responsibility for managing the day-to-day affairs of the Franchised Business.

Unless We otherwise agree in writing, You must be one of the Trainees. You must keep Us informed of the identity of your current Designated Manager. The Manager must devote his or her best efforts to the management and operation of your The Pizza Press Franchise. After your first year of operation, You may hire any Manager acceptable to Us rather than be the Manager but this will increase the cost of operation of your The Pizza Press Franchise and may impair results. Any replacement or additional Managers that You hire must complete the Initial Training class before taking their position within Your The Pizza Press Franchise, unless We otherwise agree in writing. You are responsible for the expenses of additional Training, including tuition, travel, lodging, meals and salary. All of your employees must be legal citizens of the United States of America and be able to provide documentation of such. All Managers and supervisory associates must sign a Confidentiality Agreement which prohibits them from disclosing proprietary information related to the Franchise, or the System, as described in Item 14, and contains covenants not to compete during and after employment for a period of two years, as described in Item 17. The Managers, (including their collaterals) must not have an interest or business relationship with any of The Pizza Press's competitors. Your Managers must sign our form of Non-Disclosure and Non-competition Agreement before You grant access to the Manuals or any other Confidential Information. Additionally, in keeping with our culture and our The Pizza Press Vision, all of your employees must conform to the dress code as specified in the Manual, if applicable, and be willing to comply with drug tests, if applicable, background checks, and the non-disclosure, non-compete provisions contained in the Franchise Agreement Exhibits and in the Manual(s).

If You are a business entity, anyone who owns a 5% or greater interest in the entity must personally guarantee the performance of all of your obligations under the Franchise Agreement and Development Agreement and agree to be personally liable for your breach of the Franchise Agreement and Development Agreement by signing the Guaranty and Assumption of Obligations attached to each agreement.

You are not Our employee but are Your own boss subject to our rights under Your Franchise Agreement. We require You to be active in the operation of your The Pizza Press Franchise. We do not require any personal participation of any specific person affiliated with a corporate or partnership Franchisee. You agree that Your Franchise is not a "passive" investment but requires You or your Manager's day-to-day supervision of the operation of your The Pizza Press Franchise.

ITEM 16 - RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must offer the services, and products We specify periodically in strict accordance with our standards and specifications. You may not sell any services, classes or products that We have not authorized in writing and You must discontinue offering any services, classes or products that We may disapprove within Thirty (30) days. The Pizza Press may modify any of its specifications, standards, or requirements as and when it deems necessary and You must promptly modify your operation or product lines accordingly. There are no limits on our right to do so. If We modify the System, You may be required to add or replace equipment, supplies, signs and fixtures, and You may have to make improvements or modifications as necessary to maintain uniformity with our current standards and specifications. Additionally, We may require You to refurbish the Franchised Business once every seven (7) years.

In addition, You must keep the Franchise Business open for the hours specified by the lease where your Business is located, if applicable, and may not use the Franchised Business premises for any purpose other than the operation of a Franchised Business according to our requirements, and may only advertise through The Pizza Press-approved media.

You must not engage in any activity, conduct or practice that is contrary to Our or Your best interest, or that is reasonably anticipated to result in litigation with suppliers or customers of Your Franchised Business, or in public criticism of The Pizza Press or your Franchised Business generally.

Periodically, We may allow certain services or products that are not otherwise authorized for general use as a part of the System to be offered locally or regionally based upon such factors as We determine, including test marketing for the purpose of customer or operational feedback or evaluation, your qualifications, and regional or local differences. Neither You nor We have any rights to charge, offer or sell any product or service above a certain percentage of suggested retail as disclosed in the Manual(s) from time to time, currently twenty percent (20%) mark-up of Then-suggested retail pricing. Additionally, You will be required to honor all pricing published in national advertising for products and services.

You may recommend other suppliers than are on our approved list. We will evaluate your recommended suppliers to determine if their products meet our specifications and requirements.

ITEM 17 - RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

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.

THE FRANCHISE RELATIONSHIP		
Provision	**Section In the Franchise Agreement**	**Summary**
a. Length of the term of the franchise	Section 4.1	The initial term is 10 years.
b. Renewal or extension of the term	Section 4.2	You may renew your Franchise Agreement for an additional term of 5 years, subject to (c) below. If You fail to meet any one of these conditions, We may refuse to renew or extend the terms of your Franchise Agreement. Some items in the renewal Franchise Agreement may be different.
c. Requirements for You to renew or extend	Section 4.2	You may renew the Franchise Agreement if You: have fully complied with the provisions of the Franchise Agreement and have cured any Notices of Default; have the right to maintain possession of the Approved Location or an approved substitute location for the term of the renewal; have made capital expenditures as necessary to maintain uniformity with the System; have satisfied all monetary obligations owed to Us, Our subsidiaries, and affiliates; paid the renewal fee; are not in default of any provision of the Franchise Agreement or any other agreement between You and Us; have given timely written notice of your intent to renew, not less than Nine (9) months prior to the end of the Initial Term; are in good standing with all applicable licenses and/or certifications; sign a then-current Franchise Agreement; comply with current qualifications and training requirements; complete the drug testing; complete a background screening; provide proof that all certifications are up to date; and sign a general release in a form the same as or similar to the General Release attached to the Franchise Agreement.

THE FRANCHISE RELATIONSHIP		
Provision	**Section In the Franchise Agreement**	**Summary**
d. Termination by You	Section 16.1	You may terminate the Franchise Agreement if You are in compliance with it and We materially breach it and We fail to begin to cure our breach within 30 days of receiving your written notice.
e. Termination by Us without cause	Not Applicable	
f. Termination by Us with cause	Section 16.2	We may terminate the Franchise Agreement only if You default.
g. "Cause" defined-curable defaults	Section 16.2	You can avoid termination of the Franchise Agreement if You cure a default arising from: deleterious conduct, or noncompliance with a law or regulation, including specifically the Americans with Disabilities Act, which You fail to cure within 3 days, or your failure to comply with mandatory specifications in the Franchise Agreement or Manual within 30 days of receiving our notice of termination or if You cure a default arising from your failure to make payments due Us within 5 days of receiving our notice of termination, or if You cure a default arising from your failure to achieve performance standards within 30 days of receiving our notice of termination; Loss of License or Certificate and fail to cure within 30 days; Failure to complete training within 10 Months of the date of the Franchise Agreement; Failure to begin operations within 12 months, with 30 days right to cure from the date of the Franchise Agreement; within 30 days of receiving notice that You have failed to maintain Your business under the primary supervision of a(n) Manager. If We terminate the Franchise Agreement following a default, your interest in the franchise will terminate.
h. "Cause" defined-defaults that cannot be cured	Section 5.5, 16.2	We have the right to terminate the Franchise Agreement without giving You an opportunity to cure if You: fails to pay the Initial Franchise Fee or other amounts due to the Franchisor or its Affiliate (or any balance thereof) at the time due within five (5) days after receiving written notice that such fees are overdue; Fails To Select an Approved Site for or develop the Franchised Business pursuant to Section 2.2; fails to have its Manager satisfactorily complete any training program pursuant to Section 8.3; attempts or surrenders or transfers control of the operations of the Franchise Business without prior approval; misuses or makes an unauthorized use

THE FRANCHISE RELATIONSHIP		
Provision	**Section In the Franchise Agreement**	**Summary**
		of any of the Marks, or commits any other act which impairs the goodwill of any of the Marks; negatively communicates or impacts the Franchise system to any current or prospective franchisee, outside of Franchisor sponsored forums; defaults on any lease necessary to run the Franchised business; abandonment of your The Pizza Press business for more than 5 consecutive days; made a material misrepresentation or omission in the application for the Franchise or any other communication to Us; are convicted of or plead no contest to a crime or offense that would was a violent felony, crimes against a human, domestic abuse charges, animal abuse, elderly abuse, DWI or DUI, any theft charge or is likely to affect the reputation of either party or the Franchised Business; disclose, duplicate, or otherwise use the Manual, Confidential Information or the Marks in an unauthorized manner; submit reports to Franchisor on 3 or more separate occasions understating any amounts due by more than 2%; are adjudicated bankrupt, insolvent or make a general assignment for the benefit of creditors; fail on 3 or more occasions within any 12 consecutive months to submit reports or records or to pay any fees due Us or any Affiliate; receive 3 or more default notices within 1 year; continue to violate any health, safety or other laws or conduct the Franchised Business in a manner creating a health or safety hazard to customers, employees or the public; take any action reserved to Us; fail to comply with applicable law after notice; repeatedly breach the Franchise Agreement or fail to comply with specifications; or default under any other agreement between You and Us (or an Affiliate) such that We (or the Affiliate) have the right to terminate the agreement. Termination of a Franchise Agreement will not automatically result in the termination of your other Franchise Agreements then in-effect between Us unless the same material breach constitutes a breach of the other Franchise Agreement and We take separate steps to termination the Franchise Agreement or if We agree in writing to mutually terminate the Franchise Agreement.

THE FRANCHISE RELATIONSHIP		
Provision	**Section In the Franchise Agreement**	**Summary**
i. Your obligations on termination/non-renewal	Section 17.1	If the Franchise Agreement is terminated or not renewed, You must: stop operating the Franchised Business; stop using any Confidential Information, the System and the Marks; display a conspicuous sign that You are no longer a Franchisee; deliver to Us all information written or electronic regarding contracts, customer lists, and marketing efforts; refrain from any action to reduce the goodwill of Your customers or potential customers, towards Us or other Franchisees; keep and maintain all business records for a period of 3 years; cancel or assign to Us any assumed names; pay all sums owed to Us including damages, liquidated damages and costs incurred in enforcing the Franchise Agreement; return the Manual(s) and all other Confidential Information; assign your telephone and facsimile numbers for the Franchised Business to Us; comply with the covenants not to compete and any other surviving provisions of the Franchise Agreement; and if requested, assign your interest in the Approved Location to Us.
j. Assignment of contract by Us	Section 18.1	There are no restrictions on our right to assign our interest in the Franchise Agreement.
k. "Transfer" by You- definition	Section 18.2	"Transfer" includes transfer of an interest in the Franchise, the Franchise Agreement, the Approved Location, the Franchised Business's assets or the Franchisee entity.
l. Our approval of transfer by You	Section 18.2	Except for transfers among spouses, You may not transfer your interest in any of the items listed in (k) above without our prior written consent, unless authorized under state law.
m. Conditions for Our approval of transfer[1]	Section 18.2	We will consent to a transfer if: We have not exercised our right of first refusal; all obligations owed to Us are paid; You or any transferring owners have signed a general release in a form the same as or similar to the General Release attached to the Franchise Agreement; the prospective Transferee meets our business and financial standards; the Transferee and all persons owning any interest in the Transferee sign Then current Franchise Agreement; You provide Us with a copy of all contracts and agreements related to the transfer; You or the Transferee pay the transfer fee applicable at the time You notice Us You want to transfer; the Transferee or the owners of Transferee have

THE FRANCHISE RELATIONSHIP		
Provision	**Section In the Franchise Agreement**	**Summary**
		agreed to be personally bound by all provisions of the Franchise Agreement; You have agreed to guarantee performance by the Transferee, if requested by Us; the Transferee has obtained all necessary consents and approvals of third parties; You or all of your equity owners have signed a non-competition agreement in a form the same as or similar to the Non-Disclosure and Non-Competition Agreement attached to the Franchise Agreement; and the Transferee has agreed that its Manager will complete the initial training program and that Transferee has paid the transfer training fee before assuming management of the Franchised Business.
n. Our right of first refusal to acquire Your Franchised Business	Article 19	We may match an offer for your Franchised Business or an ownership interest You propose to sell, based upon our determination of the Value.
o. Our option to purchase Your Franchised Business	Section 17.4	Except as described in (n) above, We do not have the right to purchase your Franchised Business; however, during the 30-day period after the termination or expiration of the Franchise Agreement, We have the right to purchase any assets of the Franchised Business for book value.
p. Death or disability	Section 16.2 and 18.6	After a death or incapacity of one of your owners, his or her representative must transfer, subject to the terms of the Franchise Agreement, the owner's interest in the Franchised Business or in the entity owning the interest in the Franchised Business within 6 months of death or incapacity or We may terminate the Franchise Agreement. If We deem it necessary, We may take over the operation of the Franchised Business until the deceased or incapacitated owner's interest is transferred, and We will charge a fee of 10% of Your gross sales per day for this service and be entitled to reimbursement of Our expenses.
q. Non-competition covenants during the term of the franchise	Section 7.3 and 7.4	You, your owners (and members of their families and collaterals) and your officers, directors, executives, managers, and employees are prohibited from: attempting to divert any customer, employee or other business associate of ours, the Franchised Business, our Affiliate(s) or any other franchisee to a Competitive Business, or soliciting or attempting to induce

THE FRANCHISE RELATIONSHIP		
Provision	**Section In the Franchise Agreement**	**Summary**
		any customer, employee or other business associate of ours, the Franchised Business, our Affiliate(s) or any other franchisee to terminate or modify their business relationship with Us, the Franchised Business, our Affiliate(s) or any other franchisee or causing injury or prejudice to the Marks or the System; owning or working for a Competitive Business.
r. Non-competition covenants after the franchise is terminated or expires	Section 17.2	For 2 years after the termination or expiration of the Franchise Agreement, You, your owners (and members of their families and collaterals) and your officers, directors, executives or managers are prohibited from: owning or working for a Competitive Business operating within Twenty-five miles of the Approved Location or within the Protected Territory (whichever is greater), and within Twenty-five miles of any other The Pizza Press® Businesses; or soliciting or influencing any consumers, employees or business associates of ours, our Affiliate(s) or any other franchisee to terminate or modify their business relationship with Us, our Affiliate(s) or any other franchisee.
s. Modification of the agreement	Sections 9.2 and 22.6	The Franchise Agreement can be modified only by written agreement between You and Us. We may modify the Manual without your consent if the modification does not materially alter your fundamental rights.
t. Integration/merger clause	Section 22.6	Only the terms of the Franchise Agreement and requirements within the Manual are binding. Any other promises may not be enforceable.
u. Dispute resolution by mediation	Section 23.7	We do require mediation. Except for actions or claims for injunctive relief or specific performance or relating to the Marks, Trade Secrets or Confidential Information, all disputes must be mediated in Sacramento County, California a minimum of 3 times before either party can file suit.
v. Choice of forum	Section 23.2	Claims for injunctive relief or specific performance may be brought by Us where You are located; where the Franchise Business is or was located; where our counsel is located; or where the claim arose. All litigation must be filed in Sacramento County, California.

THE FRANCHISE RELATIONSHIP		
Provision	**Section In the Franchise Agreement**	**Summary**
w. Choice of law	Section 23.1	California law applies, unless voided by your state (see State Addendums attached), except that disputes over the Marks will be governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. Sec. 1051 et seq.).
x. Liquidated Damages	Section 17.9	If You default on your Franchise Agreement, You must pay liquidated damages equal to One Thousand Dollars ($1,000.00) per day retroactive to first date of offense; plus average monthly amount of the last three (3) months royalties times the number of months left on the Franchise Agreement .

ITEM 18 - PUBLIC FIGURES

We have no public figures within the RMS Franchise Group, Inc. Franchise System at the time of this Disclosure Document.

ITEM 19 - FINANCIAL PERFORMANCE REPRESENTATIONS

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

Other than the following financial performance representation, RMS Franchise Group, Inc. does not make any financial performance representations. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If You are purchasing an existing outlet, however, We may provide You with the actual records of that outlet. If You receive any other financial performance information or projections of Your future income, You should report it to the Franchisor's management by contacting Dara Maleki at 2390 E. Orangewood Ave., Suite 550, Anaheim, California 92806, email at franchise@thepizzapress.com or telephone him at (844) 84-PRESS, the Federal Trade Commission, and the appropriate state regulatory agencies.

Overall Assumptions

The displayed charts are reflective of two corporate (affiliate) stores named Anaheim and Orange. The numbers reflected are for the actual Total Income in 2016.

The Total Income is displayed as Food Sales plus Beverage and Other Sales. Each restaurant location will have varying sales percentages based upon the geographical area surrounding Your franchise and how much marketing You focus towards creating sales. Typically, You should strive for 85% Food Sales and 15% Beverage and Other Sales of the total income to be created. The two corporate stores named below both ended up with an 85% and an 80% Food Sales percentage in 2016 due to the demographics of each location. The current pricing (as of the date of this FDD) for a pizza is $8.50 in all stores except the Anaheim store that charges $10.00 per pizza due to its location near Disneyland.

Cost Assumptions used in the following forecast of future financial performance projections

- You will have the monthly expenditures as described in Your Franchise Agreement, including the Monthly Royalty Fee of 6% of Gross Sales per week;
- Beginning with Your first month of operation, You will have a National/Regional advertising Fee of 1% of Gross Sales per week, which can be raised by up to an additional 1%, as listed in the manual;
- You will either place or have placed the higher of (a) $2,000 worth or (b) at least 2% Gross Sales, per month for Local Advertising with suppliers previously approved or designated by us in writing. You must provide proof monthly of this expenditure taking place;
- You will expend $10,000 for Grand Opening Advertising through our approved national vendor for use in Your Territory;
- You will pay a $600 per month fee for Your Technology Fee;
- You will expend $150 per month on Your Mystery Shopper program;
- Your initial Franchise Fee, or Area Development Fee, if applicable, are not included in the below cost projections, only the weekly & monthly expenditures are represented.

Historical 2016 Calendar Year for Orange Location – Quarterly and Annual Numbers Shown

The below Historical numbers do show the typical expenses a franchisee would have paid based upon the actual historical sales. Both Labor Excluding Management and Labor Including Management are shown. The modified gross income for this location is both represented with and without management labor costs. This the amount that You would pay yourself or a hired manager the handle the location, so we have included both numbers so you can see what it would be if You ran the store or hired a manger to do so. In the future We will have all stores sales numbers and will include more information as it becomes available to us.

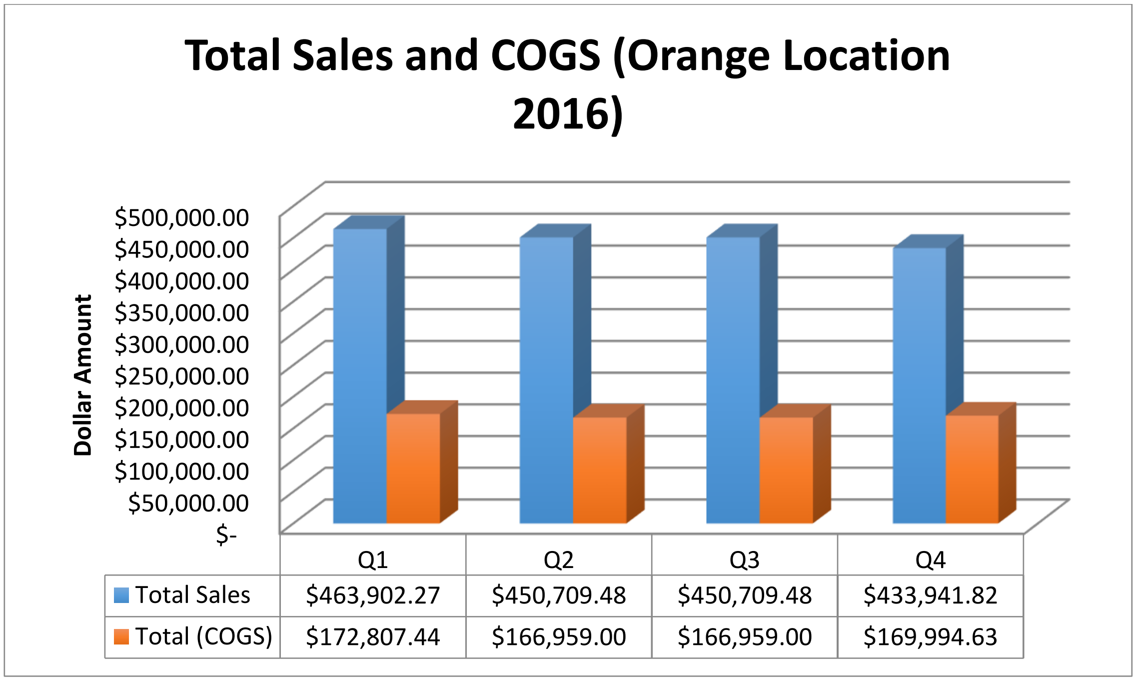
	Orange Q1 2016		Orange Q2 2016	
Food Sales	$386,304.36	83.27%	$364,038.05	80.77%
Beverage and Other	$77,597.91	16.73%	$86,671.43	19.23%
Total Sales	$463,902.27		$450,709.48	
Food Costs	$135,468.97	29.20%	$125,425.04	27.83%
Beverage and Other	$37,338.47	8.05%	$41,533.96	9.22%
Total (COGS)	$172,807.44	37.25%	$166,959.00	37.04%
Labor Excluding Management	$88,225.28	19.02%	$94,861.52	21.05%
Labor Including Management	$99,275.28	21.40%	$105,911.52	23.50%
Total (COGS + Labor)	$272,082.72	58.65%	$272,870.52	60.54%
Royalty Fee	$27,834.17	6.00%	$27,042.57	6.00%
Advertising Fee	$9,278.10	2.00%	$9,014.19	2.00%
Technology Fee	$1,500.00		$1,500.00	
Mystery Shopper	$450.00		$450.00	
Modified Gross Income	**$152,757.28**	**32.93%**	**$139,832.20**	**31.02%**
Modified Gross Income w/o Management	**$163,807.28**	**35.31%**	**$150,882.20**	**33.48%**

	Orange Q3 2016		Orange Q4 2016	
Food Sales	$364,038.05	79.85%	$353,792.77	81.53%
Beverage and Other	$86,671.43	20.15%	$80,149.05	18.47%
Total Sales	$450,709.48		$433,941.82	
Food Costs	$125,425.04	27.83%	$127,153.39	29.30%
Beverage and Other	$41,533.96	9.22%	$42,841.24	9.87%
Total (COGS)	$166,959.00	37.04%	$169,994.63	39.17%
Labor Excluding Management	$94,861.52	21.05%	$104,436.28	24.07%
Labor Including Management	$105,911.52	23.50%	$115,486.28	26.61%
Total (COGS + Labor)	$272,870.52	60.54%	$285,480.91	65.79%
Royalty Fee	$27,042.57	6.00%	$26,036.51	6.00%
Advertising Fee	$9,014.19	2.00%	$8,678.84	2.00%
Technology Fee	$1,500.00		$1,500.00	
Mystery Shopper	$450.00		$450.00	
Modified Gross Income	**$139,832.20**	**31.02%**	**$111,795.56**	**25.76%**
Modified Gross Income w/o Management	**$150,882.20**	**33.48%**	**$122,845.56**	**28.31%**

* Modified Gross income equates to the total sales less the total COGS, labor, Royalty Fee, Advertising Fee, Technology Fee, and Mystery Shopper Fee (at the rates then applicable in 2016). Operating Expenses have been omitted due to the fact every location's operating expenses will vary based off different demographic and geographic pricing for things such as utilities, rent, professional fees, etc. You should incorporate Your expected operating expenses when preparing a pro-forma for Your site.

2016 Quarterly Comparison of Historical Sales and COGS Figures for the Orange Location

The chart below displays the chronological comparison between Total Sales and COGS for each quarter of 2016 for the Orange location.



2016 Annual Historical Figures for the Orange location

The below historical numbers show the total for annual sales calculated in the same manner as the quarterly reports above.	**Orange Jan-Dec 2016**	
Food Sales	$1,476,523.05	80.00%
Beverage and Other	$338,389.79	20.00%
Total Sales	$1,814,912.84	
Food Costs	$523,357.90	28.84%
Beverage and Other	$163,569.64	9.01%
Total (COGS)	$686,927.54	37.85%
Labor Excluding Management	$365,766.57	20.15%
Labor Including Management	$409,966.57	22.59%
Total (COGS + Labor)	$1,096,894.11	60.44%
Royalty Fee	$108,894.77	6.00%
Advertising Fee	$36,298.26	2.00%
Technology Fee	$6,000.00	
Mystery Shopper	$1,800.00	
Modified Gross Income	**$565,025.70**	**31.13%**
Modified Gross Income w/o Management	**$609,225.70**	**33.57%**

Historical 2016 Calendar Year for Anaheim Location – Quarterly and Annual Numbers Shown

The below Historical numbers do show the typical expenses a franchisee would have paid based upon the actual historical sales. Both Labor Excluding Management and Labor Including Management are shown. The modified gross income for this location is both represented with and without management labor costs. This the amount that You would pay yourself or a hired manager the handle the location, so we have included both numbers so You can see what it would be if You ran the store or hired a manger to do so. In the future We will have all stores sales numbers and will include more information as it becomes available to us.

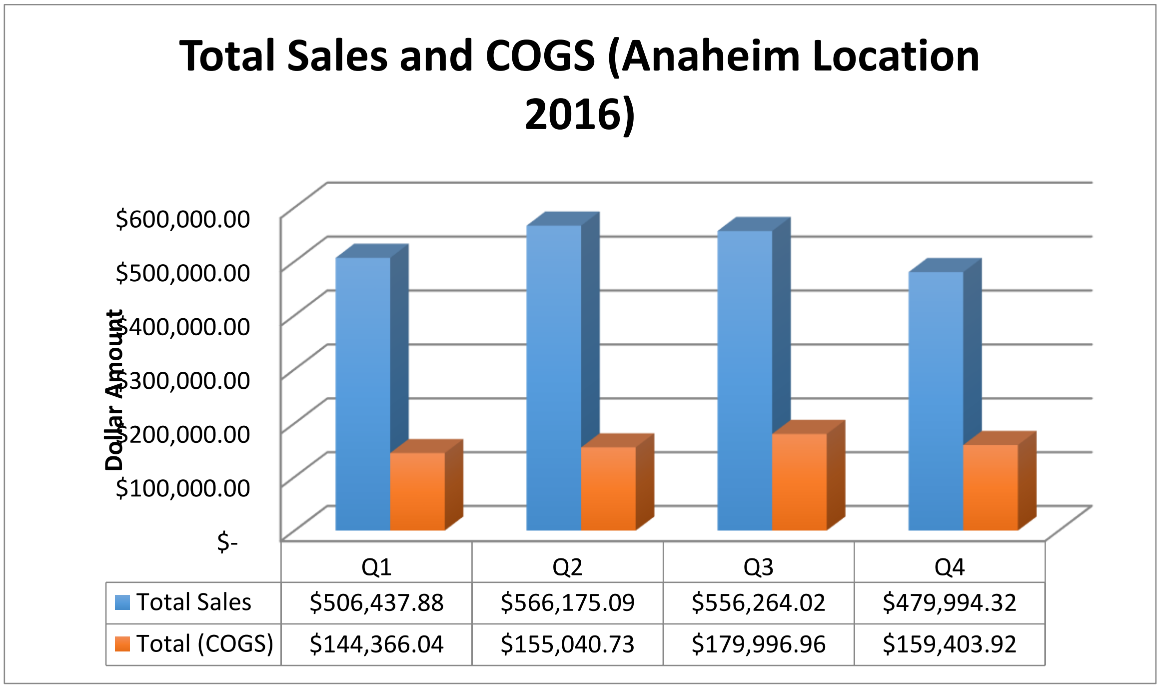
	Anaheim Q1 2016		Anaheim Q2 2016	
Food Sales	$442,829.28	87.44%	$483,740.00	85.44%
Beverage and Other	$63,608.60	12.56%	$82,435.09	14.56%
Total Sales	$506,437.88		$566,175.09	
Food Costs	$110,783.27	21.87%	$117,885.69	20.82%
Beverage and Other	$33,582.77	6.63%	$37,155.04	6.56%
Total (COGS)	$144,366.04	28.51%	$155,040.73	27.38%
Labor Excluding Management	$74,101.82	14.63%	$86,505.51	15.28%
Labor Including Management	$84,501.82	16.69%	$97,555.51	17.23%
Total (COGS + Labor)	$228,867.86	45.19%	$252,596.24	44.61%
Royalty Fee	$30,386.27	6.00%	$33,970.51	6.00%
Advertising Fee	$10,128.76	2.00%	$11,323.50	2.00%
Technology Fee	$1,500.00		$1,500.00	
Mystery Shopper	$450.00		$450.00	
Modified Gross Income	**$235,104.99**	**46.42%**	**$266,334.84**	**47.04%**
Modified Gross Income w/o Management	**$245,504.99**	**48.48%**	**$277,384.84**	**48.99%**

	Anaheim Q3 2016		Anaheim Q4 2016	
Food Sales	$476,607.01	85.68%	$413,851.10	86.22%
Beverage and Other	$79,657.01	14.32%	$66,143.22	13.78%
Total Sales	$556,264.02		$479,994.32	
Food Costs	$135,091.19	24.29%	$115,767.08	24.12%
Beverage and Other	$44,905.77	8.07%	$43,636.84	9.09%
Total (COGS)	$179,996.96	32.36%	$159,403.92	33.21%
Labor Excluding Management	$81,444.22	14.64%	$93,360.80	19.45%
Labor Including Management	$92,494.22	16.63%	$104,410.80	21.75%
Total (COGS + Labor)	$272,491.18	48.99%	$263,814.72	54.96%
Royalty Fee	$33,375.84	6.00%	$28,799.66	6.00%
Advertising Fee	$11,125.28	2.00%	$9,599.89	2.00%
Technology Fee	$1,500.00		$1,500.00	
Mystery Shopper	$450.00		$450.00	
Modified Gross Income	**$237,321.72**	**42.66%**	**$175,830.05**	**36.63%**
Modified Gross Income w/o Management	**$248,371.72**	**44.65%**	**$186,880.05**	**38.93%**

* Modified Gross income equates to the total sales less the total COGS, labor, Royalty Fee, Advertising Fee, Technology Fee, and Mystery Shopper Fee (at the rates then applicable in 2016). Operating Expenses have been omitted due to the fact every location's operating expenses will vary based off different demographic and geographic pricing for things such as utilities, rent, professional fees, etc. You should incorporate Your expected operating expenses when preparing a pro-forma for Your site.

2016 Quarterly Comparison of Historical Sales and COGS Figures for the Anaheim Location

The chart below displays the chronological comparison between Total Sales and COGS for each quarter of 2016 for the Anaheim location.



2016 Annual Historical Figures for the Anaheim location

The below historical numbers show the total for annual sales calculated in the same manner as the quarterly reports above.

	Anaheim Jan-Dec 2016	
Food Sales	$1,817,027.39	85.00%
Beverage and Other	$291,843.92	15.00%
Total Sales	$2,108,871.31	
Food Costs	$479,527.23	22.74%
Beverage and Other	$159,280.42	7.55%
Total (COGS)	$638,807.65	30.29%
Labor Excluding Management	$335,412.35	15.90%
Labor Including Management	$378,962.35	17.97%
Total (COGS + Labor)	$1,017,770.00	48.26%
Royalty Fee	$126,532.28	6.00%
Advertising Fee	$42,177.43	2.00%
Technology Fee	$6,000.00	
Mystery Shopper	$1,800.00	
Modified Gross Income	**$914,591.61**	**43.37%**
Modified Gross Income w/o Management	**$958,141.61**	**45.43%**

Gross Sales will vary. In particular, the Gross Sales of Your Franchised Business will be directly affected by many factors, such as: (a) geographic location; (b) competition from other similar businesses in Your area; (c) sales and marketing effectiveness based on market saturation; (d) Your vendors and service pricing; (e) vendor prices on materials, supplies, and inventory; (f) labor costs; (g) menu pricing; (h) ability to generate clients; (i) client loyalty; and (j) employment pricing and tax conditions in the market. Any such factor may differ materially from those that may exist for a franchise offered to You or from other corporate or Franchisee results. Please note specifically that there are no payroll or ongoing operating expenses payable to You in the totals reflected in the numbers shown above as these ongoing expenses are directly in Your control and can vary widely between Franchisees. The only expenses shown are the ones required by the Franchisor, typical labor and those fees as disclosed in this Disclosure Document.

Importantly, You should not consider the Gross Sales presented above to be the actual potential Gross Sales or Gross Net Sales that You will realize. We do not represent that You can or will attain those or similar revenues or margins, or any particular level of Gross Sales or Gross Net Sales. We do not represent that You will generate income, which exceeds the initial payment for, or investment in, Your franchise.

Based on all of the matters mentioned in this Item, We recommend that You make Your own independent investigation to determine whether or not the franchise may be profitable to You and worth the risk. You should use this information only as a reference in conducting Your analysis and in preparing Your own projected income statements and cash flow statements. We suggest strongly that You consult Your financial advisor or personal accountant concerning financial projections and federal, state and local income taxes and any other applicable taxes that You may incur in owning and operating a franchised business.

CAUTION:

There is no assurance that Your Franchised Business will do as well as the locations referenced in the above tables. If You rely upon those figures, You do so at Your own risk. Actual results will vary from business to business, and We cannot reasonably estimate the result of a particular business operation.

The success of Your franchise will depend largely upon Your individual abilities, Your use of these abilities, and Your market. The financial results of Your franchise operations are likely to differ, perhaps materially differ, from the results summarized in this Item 19.

Upon Your reasonable request, We will make available to You the substantiating data used in preparing the projected financial results presented above.

ITEM 20 - OUTLETS AND FRANCHISEE INFORMATION

Exhibit B provides a complete list of our Franchisees. If You buy this franchise, your contact information may be disclosed to other buyers during and when You leave the franchise system. The following tables reflect the status of our franchisees.

Table No. 1
Systemwide Outlet Summary
For years 2014 to 2016

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2014	0	0	+0
	2015	0	1	+1
	2016	1	7	+6
Company-Owned	2014	1	1	+0
	2015	1	2	+1
	2016	2	2	+0
Total Outlets	2014	1	1	+0
	2015	1	3	+2
	2016	3	9	+6

*Note: The Total number of Franchisees, including any Franchisees signed this fiscal year up to the issuance date on this FDD, are listed in Exhibit B attached.

Table No. 2
Transfers of Outlets from Franchisees to New Owners (other than the Franchisor)
For Years 2014-2016

State	Year	Number of Transfers
California	2014	0
	2015	0
	2016	0
Total Transfers	2014	0
	2015	0
	2016	0

The numbers in the “Total” column may exceed the number of stores affected because several events may have affected the same store. For example, the same store may have had multiple owners.

Table No. 3
Status of Franchised Outlets
For years 2014-2016

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations – Other Reasons	Outlets at End of the Year
CA	2014	0	0	0	0	0	0	0
	2015	0	1	0	0	0	0	1
	2016	1	6	0	0	0	0	7
Totals	2014	**0**	**0**	**0**	**0**	**0**	**0**	**0**
	2015	**0**	**1**	**0**	**0**	**0**	**0**	**1**
	2016	**1**	**6**	**0**	**0**	**0**	**0**	**7**

*Note: The Total number of Franchisees including any Franchisee's signed through the issuance date of this FDD is listed in Exhibit B attached.

Table No. 4
Status of Company-Owned Outlets
For years 2014-2016

State	Year	Outlets at Start of the Year	Outlets Opened	Outlets Reacquired From Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of the Year
CA	2014	1	0	0	0	0	1
	2015	1	1	0	0	0	2
	2016	2	0	0	0	0	2
Totals	2014	1	0	0	0	0	1
	2015	1	1	0	0	0	2
	2016	2	0	0	0	0	2

Note: The company-owned units shown in this Table are actually an Affiliate company, Ramisons Inc., who utilizes the same The Pizza Press methods and procedures. There is no true company owned units in The Pizza Press System.

Table No. 5

Projected Openings as of 2017

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlet In The Next Fiscal Year	Projected New Company-Owned Outlet In the Next Fiscal Year
California	43	22	2
China	0	1	0
Colorado	3	0	0
Florida	2	1	0
North Carolina	5	1	0
Pennsylvania	2	0	0
Texas	6	2	0
Washington	3	1	0
Total	**64**	**28**	**2**

International Developers

Country	Area Developer Agreements Signed But Outlet Not Opened	Projected New Franchised Outlet In The Next Fiscal Year	Projected New Company-Owned Outlet In the Next Fiscal Year
Mexico	0	3	0
China	0	1	0
Total	**0**	**4**	**0**

List of Current Franchisees

A list of all The Pizza Press Franchisees and Developers and the addresses of their Franchise Business is attached to this Disclosure Document as Exhibit B.

List of Terminated or Cancelled Franchisees

We have had no Franchisee who was terminated, cancelled or not renewed or otherwise ceased to do business either voluntarily or involuntarily within the last fiscal year, nor who has not communicated with Us within 10 weeks of this Disclosure Document Issuance date.

Additional Franchisee Information

If You buy this franchise, your contact information may be disclosed to other buyers during and when You leave the franchise system as required by law.

During our last three fiscal years, We have not signed any confidentiality clauses with current or Former Franchisees which would restrict their ability to speak openly with You about their experience with Us. We are not aware of any trade-specific Franchisee organizations associated with the System and no Independent Franchisee organizations have asked to be included in this Disclosure Document.

ITEM 21 - FINANCIAL STATEMENTS

Since We have not been in business for 3 years or more, We cannot include all financial statements required in Instructions 1(i) and (ii) of this Item 21. However, We comply with this Item by supplying (i) our unaudited financial statements for the period of January 1, 2017 to March 31, 2017 (ii) our audited financials for the year ending December 31, 2016, (iii) our audited financials for the year ending December 31, 2015, which are attached as Exhibit A. Our fiscal year ends December 31st.

ITEM 22 - CONTRACTS

The following Agreements are attached to this Disclosure Document as Exhibits:

Confidentiality Agreement	Exhibit C
Letters of Intent	Exhibit D
Franchise Agreement	Exhibit E
Area Development Agreement	Exhibit F

There are no other contracts or agreements provided by The Pizza Press to be signed by You.

ITEM 23 - RECEIPT

In accordance with the Trade Regulation Rule of the Federal Trade Commission titled "Disclosure Requirements and Prohibitions Concerning Franchising and Business Opportunity Ventures", a Receipt by the Prospective Franchisee is attached as Exhibit I, located on the last two pages of this Disclosure Document.

You should sign and date both copies of the receipt as of the date You received this Disclosure Document.

Keep one copy for your records and return the other signed copy to Us.

[The rest of this page was intentionally left blank]

EXHIBIT A
TO FRANCHISE DISCLOSURE DOCUMENT
RMS FRANCHISE GROUP, INC.
FINANCIAL STATEMENTS

The following financial statements are attached:

1. Our Unaudited Profit & Loss Statement for the period of January 1, 2017 to March 31, 2017;
2. Our Unaudited Balance Sheet for the period of January 1, 2017 to March 31, 2017.
3. Our Audited Financial Statement for the year ending December 31, 2016.
4. Our Audited Financial Statement for the year ending December 31, 2015.

Note:

Where indicated the attached Financial Statements have been prepared without an Audit. Prospective Franchisees or Sellers of Franchises should be advised that no independent Certified Public Accountant has audited these figures or expressed an opinion with regard to their content or form.

RMS FRANCHISE GROUP PROFIT & LOSS STATEMENT
JANUARY 1, 2017 TO MARCH 31, 2017

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

RMS Franchise Group Inc
Profit and Loss
January - March, 2017

	Total
Revenue	**$ 320,711.74**
Gross Profit	**$ 320,711.74**
Expenses	
Advertising	16,931.01
Automobile Expense	69.17
Fuel	50.00
Total Automobile Expense	**$ 119.17**
Automobile Lease	-418.78
Bank Charges	135.00
Davo Technology Fee	839.79
Franchise Expense	914.59
Franchise Commission Fees	5,332.75
Franchise Consultant Expense	98,428.88
Total Franchise Expense	**$ 104,676.22**
Franchise Expo Expense	225.00
Freight	1,160.11
Interest Expense	48.65
Meals and Entertainment	302.22
Office Expenses	225.79
Other Expenses	144.12
Purchases	-282.00
Sales Tax	126.33
Travel	3,331.48
Total Expenses	**$ 127,564.11**
Net Operating Income	**$ 193,147.63**
Other Expenses	
Gift Card Disbursement	10,039.00
Total Other Expenses	**$ 10,039.00**
Net Other Income	**-$ 10,039.00**
Net Income	**$ 183,108.63**

Friday, Apr 21, 2017 10:57:44 AM GMT-7 - Accrual Basis

RMS FRANCHISE GROUP BLANCE SHEET
JANUARY 1, 2017 TO MARCH 31, 2017

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

RMS Franchise Group Inc
Balance Sheet
As of March 31, 2017

		Total
ASSETS		
Current Assets		
Bank Accounts		96,090.44
Total Bank Accounts	$	**96,090.44**
Accounts Receivable		
Accounts Receivable		63,928.19
Total Accounts Receivable	$	**63,928.19**
Other Current Assets		
Deferred Tax Asset		6,802.69
Due from Shareholder		24,173.90
Loan to Frontier Investment Group		32,901.24
Loan to Ramison's		-150,000.00
Loans to Newsworthy Concepts		80,519.50
Prepaid Federal Taxes		0.00
Prepaid State Income Tax		0.00
Related Party Loan - Rahmat Maleki		87,170.33
Total Other Current Assets	$	**81,567.66**
Total Current Assets	$	**241,586.29**
Fixed Assets		
Accumulated Depreciation		-1,678.88
Construction Expense		7,226.48
Furniture & Fixtures		9,105.31
Office Equipment		2,052.51
Total Fixed Assets	$	**16,705.42**
Other Assets		
Security Deposit		3,603.50
Total Other Assets	$	**3,603.50**
TOTAL ASSETS	$	**261,895.21**
LIABILITIES AND EQUITY		
Liabilities		
Current Liabilities		
Accounts Payable		
Accounts Payable		38,833.11
Total Accounts Payable	$	**38,833.11**
Credit Cards		
US Bank FlexPerks 6373		2,716.28
Total Credit Cards	$	**2,716.28**
Other Current Liabilities		
Federal Income Tax Payable		7,165.00
Gift Card Payable		160.25
Income Tax Provision - Federal		-4,018.45
Income Tax Provision - State		-6,262.00
Provision for Deferred Taxes		5,401.64

State Income Tax Payable		4,305.00
Total Other Current Liabilities	**$**	**6,751.44**
Total Current Liabilities	**$**	**48,300.83**
Long-Term Liabilities		
Loan Payable -Ramisons		195,859.67
Non-Current Deferred Tax		1,401.05
Total Long-Term Liabilities	**$**	**197,260.72**
Total Liabilities	**$**	**245,561.55**
Equity		
Additional Paid in Capital		-1,000.00
Common Stock		1,000.00
Opening Balance Equity		3,493.46
Retained Earnings		-164,192.43
Net Income		177,032.63
Total Equity	**$**	**16,333.66**
TOTAL LIABILITIES AND EQUITY	**$**	**261,895.21**

Friday, Apr 28, 2017 04:12:45 PM GMT-7 - Accrual Basis

RMS FRANCHISE GROUP AUDITED FINANCIAL STATEMENT

JANUARY 1, 2016 TO DECEMBER 31, 2016

RMS FRANCHISE GROUP, INC.

Financial Statements

December 31, 2016

RMS FRANCHISE GROUP

Financial Statements

December 31, 2016

TABLE OF CONTENTS

MULLER KING & COMPANY PC

CERTIFIED PUBLIC ACCOUNTANTS

CHARLES J. KING, C.P.A.
PAUL J. MATHYS, C.P.A.
C. ROY ACKER, C.P.A., M.B.A.
ARLENE G. LOPEZ, C.P.A.
BRIAN J. SAYLORS, C.P.A.

MEMBERS:
AMERICAN INSTITUTE OF C.P.A.'S
CALIFORNIA SOCIETY OF C.P.A.'S

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors and Stockholders
RMS Franchise Group, Inc.

We have audited the accompanying consolidated financial statements of RMS Franchise Group, Inc. (a California corporation), which comprise the balance sheet as of December 31, 2016, and the related statements of income, retained earnings, and cash flows for the year then ended, and related notes to the financial statements.

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

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

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

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

Opinion
In our opinion, the financial statements present fairly, in all material respects the financial position of RMS Franchise Group, Inc. as of December 31, 2016 and the results of operations and its cash flow for the year then ended in conformity with generally accepted accounting principles.

Brian Saylors

Downey, California
April 21, 2017

BUSINESS PHONE (562) 923-7581

8112 FLORENCE AVENUE, DOWNEY, CA 90240

FAX NUMBER (562) 869-4292

RMS Franchise Group, Inc.
Balance Sheet
December 31, 2016

ASSETS

CURRENT ASSETS:		
Cash	$	289,871
Accounts receivable		928
Shareholder receivable (note 2)		24,174
Deferred tax asset		6,589
Loan receivable (note 3)		18,901
Loan to affiliate (note 4)		80,520
Loan to related party (note 4)		87,170
TOTAL CURRENT ASSETS		508,153
NET PROPERTY AND EQUIPMENT		17,711
OTHER ASSETS:		
Security deposit		3,604
TOTAL OTHER ASSETS		3,604
TOTAL ASSETS	$	529,468

See accompanying independent auditors' report
and notes to financial statements.

LIABILITIES AND STOCKHOLDERS' EQUITY

CURRENT LIABILITIES:		
Accounts payable	$	25,363
Other payables		8,324
Loan payable related party (note 4)		463,677
TOTAL CURRENT LIABILITIES		497,364
LONG TERM LIABILITIES:		
Deferred tax		4,222
TOTAL LONG TERM LIABILITIES		4,222
STOCKHOLDERS' EQUITY:		
Common stock - 1,000 shares authorized - 1,000 shares issued and outstanding - stated at		1,000
Additional Paid in Capital		2,493
Retained earnings		24,389
TOTAL STOCKHOLDERS' EQUITY		27,882
TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY	$	529,468

See accompanying independent auditors' report and notes to financial statements.

RMS Franchise Group
Statement of Income and Retained Earnings
For the Year Ended December 31, 2016

REVENUE	$	1,537,649
COST OF SALES		754,232
GROSS PROFIT		783,417
OPERATING EXPENSES		678,939
INCOME (LOSS) FROM OPERATIONS		104,478
OTHER (INCOME) EXPENSE		6,991
INCOME (LOSS) BEFORE TAXES		97,487
PROVISION FOR TAXES		11,075
NET INCOME (LOSS)		86,412
RETAINED EARNINGS AT JANUARY 1, 2016		
As originally reported		24,581
Prior Period adjustments:		
To record additional income and expenses from related party		(22,139)
		2,442
Prior year accounts receivable		15,000
Prior year accounts payable		(78,621)
Prior year income taxes		(844)
As restated		(62,023)
RETAINED EARNINGS AT DECEMBER 31, 2016	$	24,389

See accompanying independent auditors' report
and notes to financial statements.

RMS Franchise Group, Inc.
Statement of Cash Flows
For the Year Ended December 31, 2016

CASH FLOWS FROM OPERATING ACTIVITIES:		
Net income (loss)	$	86,412
Noncash items included in net income:		
Depreciation		1,679
Changes in operating assets and liabilities:		
(Increase) decrease in assets:		
Accounts receivable		14,072
Deferred tax asset		(6,589)
Related party loan interest accrued		(2,539)
Prior period adjustment - taxes		(844)
Increase (decrease) in operating liabilities:		
Accounts payable		(53,258)
Other current payables		8,324
Deferred tax payable		4,222
Total adjustments		(34,933)
NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES		**51,479**
CASH FLOWS FROM INVESTING ACTIVITIES:		
Purchase of property and equipment		(19,390)
NET CASH PROVIDED (USED) BY INVESTING ACTIVIES		**(19,390)**
CASH FLOWS FROM FINANCING ACTIVITES:		
Loan receivable		(18,901)
Loan to affiliate		(80,520)
Shareholder receivable		(24,174)
Loan payable to related party		330,846
NET CASH PROVIDED (USED) BY FINANCING ACTIVITIES		**207,251**
NET INCREASE (DECREASE) IN CASH		239,340
CASH AT BEGINNING OF YEAR		50,531
CASH AT END OF YEAR	$	289,871
SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION:		
Cash paid during year for:		
Income taxes	$	6,122
Interest paid	$	65

See accompanying independent auditors' report
and notes to financial statements.

RMS Franchise Group, Inc.
Notes to Financial Statements
December 31, 2016

1. Summary of Significant Accounting Policies

This summary of significant accounting policies of RMS Franchise Group, Inc. (the Company), is presented to assist in understanding the Company's financial statements. The financial statements and notes are representations of the Company's management, who is responsible for their integrity and objectivity.

Business Activity

The Company is a privately held California corporation organized on February 18, 2014, manages the right to operate and grant to others the "The Pizza Press" as a Franchisee. The pizza restaurants serve standard and create-your-own pizzas, prepacked salads, deserts and beverages. "The Pizza Press" restaurants are primarily in the Southern California area.

Basis of Accounting

The Company's policy is to prepare its financial statements on the accrual basis of accounting.

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from the estimates.

Revenue Recognition

Revenue is recognized when the earning process is complete, consistent with the principals of accrual accounting. The Company's revenue will derive primarily from the sale of Pizza Press franchises and the subsequent royalties from each of the franchises sold.

Accounts Receivable & Uncollectible Accounts

The accounts receivable as of December 31, 2016 is $928. The company uses the direct write-off method for expensing uncollectible accounts. Use of the allowance method would not have a material effect.

See accompanying independent auditors report

RMS Franchise Group, Inc.
Notes to Financial Statements
December 31, 2016

1. Summary of Significant Accounting Policies (Continued)

Property and Equipment

Property and equipment are carried at cost. The company depreciates its property and equipment over 5-7 years and leasehold improvements over 15 years on the straight- line method. Depreciation expense for the year ended December 31, 2016, amounted to $1,679. Expenditures for major renewals and betterments, greater than $500, that extend the useful lives of property are capitalized. Expenditures for maintenance and repairs, along with minor additions, are charged to expense as incurred.

Income Taxes

The provision consists of taxes currently due plus deferred taxes, if any, that relate to the differences between the basis for financial reporting and income tax reporting purposes.

For income tax reporting purposes the Company uses the cash basis of accounting. Temporary differences in basis are related to the following items at December 31, 2016: depreciation differences on fixed assets, accounts receivable, accounts payable, and gift card deferred revenue.

As of December 31, 2016, the provision for income taxes consists of the following components:

Current State Tax Provision	$	4,838
Current Federal Tax Provision		8,604
Change in Deferred Income		(2,367)
Taxes Income Tax Expense	$	11,075

Deferred tax assets and liabilities represent the future tax return consequences of the differences, which will either be deductible or taxable when the assets or liabilities are recovered or settled. The net deferred tax asset in the accompanying balance sheet includes the following components:

Deferred Tax Asset- Short-Term	$ 6,589
Deferred Tax Liability- Long-Term	(4,222)
Net Deferred Tax Asset	$ 2,367

Commitments and Contingencies

These statements are subject to any change that may result from an income tax audit by the Internal Revenue Service or the State of California, Franchise Tax Board. In the event of such audits, no change that would materially affect the financial position of the company is anticipated. For federal income tax purposes, calendar years 2014 through 2015 remain subject to examination by the Internal Revenue Service. For California franchise tax purposes, calendar years 2013 through 2015 remain subject to examination by the California Franchise Tax Board.

See accompanying independent auditors report

RMS Franchise Group, Inc.

Notes to Financial Statements
December 31,2016

2. Loan Receivable Shareholder

The Company has a loan receivable from its shareholders totaling $24,174 as of December 31, 2016, which is due upon demand. Even though there is no formal loan agreement, the Company has been accruing interest on the loans at an annual rate of 3%. Accrued interest included in this loan totals $84 as of December 31, 2016

3. Loan Receivable

The Company has a management agreement with this company. The loan balance due to the Company as of December 31, 2016 is $18,901. This loan bears no interest and is expected to be collected during 2017.

4. Related Party Transactions

Loan to Affiliate

The affiliate is owned 100% by the shareholder of the Company. This unsecured loan totaling $80,520 is due on demand. Even though there is no formal loan agreement, the Company has accrued interest on the loan at an annual rate of 3%. Accrued interest included in this loan totals $1,520 as of December 31, 2016

Loan to Related Party

The Company has an unsecured note with a related party. This unsecured loan totaling $87,170 is due on demand. Even though there is no formal loan agreement, the Company has accrued interest on the loan at an annual rate of 3%. Accrued interest included in this loan totals $2,539 as of December 31, 2016

Loan Payable Related Party

The Company has an unsecured note with a related party bearing an interest rate of 3%. The amount outstanding on this note is $463,677 as of December 31, 2016. Accrued interest included in this loan is $10,787. The Company intends to pay this loan, in quarterly installments, in full during 2016.

5. Operating Lease

The Company leases its Anaheim, California facilities under leasing arrangements characterized as an operating lease. The lease term is for 64 months expiring November 28, 2020. Under the term of the lease, the Company is obligated to pay base rent as follows:

	Base Rent
2017	$ 35,364
2018	36,425
2019	37,518
2020	35,367
Total	$ 144,674

See accompanying independent auditors report

RMS Franchise Group, Inc.
Notes to Financial Statements
December 31,2016

6. Subsequent Events - Date of Management Evaluation

Management has evaluated subsequent events through April 21, 2017, which is the financial statement issuance date.

See accompanying independent auditors report

MULLER KING & COMPANY PC

CERTIFIED PUBLIC ACCOUNTANTS

CHARLES J. KING, C.P.A.
PAUL J. MATHYS, C.P.A.
C. ROY ACKER, C.P.A., M.B.A.
ARLENE G. LOPEZ, C.P.A.
BRIAN J. SAYLORS, C.P.A.

MEMBERS:
AMERICAN INSTITUTE OF C.P.A.'S
CALIFORNIA SOCIETY OF C.P.A.'S

INDEPENDENT AUDITORS' REPORT ON ADDITIONAL INFORMATION

To the Board of Directors
RMS Franchise Group Inc.

We have audited the financial statements of RMS Franchise Group, Inc. as of and for the year then ended December 31, 2016, and our report thereon dated April 21, 2017 which expressed an unmodified opinion on those financial statements appears on page 2. Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The Supplementary Schedule of Cost of Sales, Operating Expenses and Other (Income)/Expense is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements, and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting records and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

MULLER KING & COMPANY PC

Downey, California
April 21, 2017

BUSINESS PHONE (562) 923-7581
8112 FLORENCE AVENUE, DOWNEY, CA 90240
FAX NUMBER (562) 869-4292

RMS Franchise Group, Inc.

Supplementary Schedule - Cost of Sales

For the Year Ended December 31, 2016

COST OF SALES:

Franchise commission fees	$	579,323
Franchise consultant fees		92,879
Franchise expo expenses		18,669
License, fees, permits		22,998
Other franchise fees		40,363
	$	754,232

See independent auditors' report on additional information.

RMS Franchise Group, Inc.

Supplementary Schedule - Operating Expenses

For the Year Ended December 31, 2016

OPERATING EXPENSES:

Advertising	$	86,274
Automoblie expense		212
Bank charges		714
Computer expenses		22,273
Depreciation		1,679
Dues and subscriptions		50
Freight & delivery		1,759
Gift cards expense		281
Legal and accounting		205,501
Meals and entertainment		5,824
Office expense		9,402
Outside services		3,146
Payroll taxes		14,464
Printing		1,041
Rent (Note 5)		66,796
Repairs and maintenance		291
Leased Wages		186,102
Leases Wages - officer		11,200
Travel		61,930
	$	678,939

See independent auditors' report on additional information.

RMS Franchise Group, Inc.

Supplementary Schedules of Other (Income) / Expense

For the Year Ended December 31, 2016

OTHER (INCOME) / EXPENSE:

Interest income	$	(4,142)
Interest expense		10,852
Penalties		281
	$	6,991

See independent auditors' report on additional information.

RMS FRANCHISE GROUP AUDITED FINANCIAL STATEMENT
JANUARY 1, 2015 TO DECEMBER 31, 2015

Muller King & COMPANY

Brian Saylors CPA
Paul Mathys CPA
Roy Acker CPA
Arlene Lopez CPA
Tony Lirette CPA
Laura Tutino CPA

8112 Florence Avenue
Downey California 90241
Telephone (562) 923 7581
Fax (562) 869 4292

Independent Auditor's Report

Dara Maleki
RMS Franchise Group, Inc
2390 E Orangewood Ave Ste 515
Anaheim, CA 92806

We have audited the accompanying financial statements of RMS Franchise Group Inc , which comprise the balance sheet as of December 31, 2015, and the related statement of income and the related notes to the financial statements

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

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

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

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

Opinion
In our opinion the financial statements referred to above present fairly, in all material respects, the financial position of RMS Franchise Group, Inc as of December 31, 2015, and the results of its operations for the period then ended in accordance with accounting principles generally accepted in the United States of America

Muller King & Co

Downey CA
March 22 2016

RMS Franchise Group Inc
Balance Sheet
As of December 31, 2015

ASSETS	
Current Assets	
Bank Accounts	
Citibank	$ 122
US Bank	50,410
Total Bank Accounts	50,532
Total Current Assets	50,532
TOTAL ASSETS	$ 50,532
LIABILITIES AND EQUITY	
Liabilities	
Long-Term Liabilities	
Loan Payable -Related Party	$ 22,458
Total Long-Term Liabilities	22,458
Total Liabilities	22,458
Equity	
Paid in Capital	3,767
Retained Earnings	(274)
Net Income	24,581
Total Equity	28,074
TOTAL LIABILITIES AND EQUITY	$ 50,532

See Independent Auditor's Report

RMS Franchise Group Inc
Statement of Income
January - December 2015

INCOME	
Sales	$ 347,000
Royalties	12,298
Services	58
Refund	(15,000)
Total Income	344,356
GROSS PROFIT	344,356
EXPENSES	
Advertising	40,752
Auto Expense	59
Automobile Expense	288
Bank Charges	700
Consultant Expense	1,650
Site Planning	200,731
Tradeshow Fees	18,001
Legal & Professional Fees	40,399
Meals and Entertainment	2,195
Referral Fee	15,000
Total Expenses	319,776
NET INCOME	$ 24,581

See Independent Auditor's Report

RMS Franchise Group, Inc
Notes to Financial Statements
March 22, 2016

(1) Organization and Basis of Presentation

Nature of Operations
The accounting and reporting policies of RMS Franchise Group, Inc (The Company) conform to accounting principles generally accepted in the United States of America and to general accounting practices within the franchise sales industry The Company is a privately held California corporation headquartered in Anaheim, California RMS Franchise Group manages the public sale of Pizza Press franchise opportunities

Date of Management's Review
In accordance with Generally Accepted Auditing Standards (GAAS), the Company has completed a Management Representation Letter, dated March 22, 2016 The Company's Management has evaluated subsequent events through December 31, 2015 to determine if subsequent disclosures are required Additional disclosures were not required

(2) Summary of Significant Accounting Policies

In preparing the financial statements in conformity with U S GAAP, management is required to make estimates and assumptions that affect the reported amounts of assets, liabilities, revenue, expenses, and disclosure of contingencies Actual results could differ from those estimates Our audit disclosed no issues which created doubt about the Company s ability to continue as a ' going concern"

Use of Estimates
Management uses estimates and assumptions in preparing financial statements Those estimates and assumptions affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities, and the reported revenues and expenses Actual results could differ from these estimates

Revenue Recognition
Revenue is recognized when the earning process is complete, consistent with principles of accrual accounting The Company's revenue will derive primarily from the sale of Pizza Press franchises and the subsequent royalties from each of the franchises sold

Cash and Cash Equivalents
Cash and cash equivalents include cash and amounts due from banks at interest bearing deposits in other financial institutions The Company considers all investments with original maturities of less than three months to be cash and cash equivalents The Company has no requirements for compensating balances and is not subject to withdrawal restrictions on cash accounts

Trade Accounts Receivable
Trade accounts receivable are reported at the amount management expects to collect from outstanding balances Differences between the amount due and the amount management expects to collect are reported in the results of operations of the year in which those differences are determined Balances that are still outstanding after management has used reasonable collection efforts are written off

(3) Related Party Transactions

Loan Payable
The loan payable in the amount of $22,458 is from a related company and is an installment note bearing annual interest at 17 percent, payable annually, with the principal payable in quarterly installments of $5,000, commencing on January 1, 2015 As of March 4, 2016, the loan has been paid in full

EXHIBIT B
TO FRANCHISE DISCLOSURE DOCUMENT
RMS FRANCHISE GROUP, INC.
LIST OF FRANCHISE LOCATIONS

(a) Operational Developers and Franchisees.
The following are the names, addresses and telephone numbers of all Franchisees and Area Developers as of the date of this FDD who have paid, have signed a lease and/or are operational:
Note: FA / ADA = Franchise Agreement / Area Development Agreement.
The number indicated is the number of franchise businesses purchased.

Company Name	Contact	Address	City, ST Zip	Phone
California				
California Beer & Pizza, LLC	Fred Mayne	2501 El Camino Real	Carlsbad	760-445-6908
J.O.D.P. Inc	Levon Setrakian	5077 Lankershim Blvd.	North Hollywood	818-402-2526
Craft Beer n' Pizza Inc. - Unit 1	Anna Hon	901 S. Coast Dr	Costa Mesa	714-855-8286
Craft Beer n' Pizza Inc. - Unit 2	Anna Hon	15090 Kensington Park Dr	Tustin	714-855-8286
Flat Roti, Inc. - Unit 1	Amina Lalani	30642 Santa Margarita Pkwy	Rancho Santa Margarita	714-519-1574
Frontier Investment Group, Inc.	Weijun Jiang	1655 E. Colorado Blvd.	Pasadena	909-378-0603
Good Press Eatery, Inc.	Danny Hon	2720 Nutwood Ave.	Fullerton	714-496-6909
Jashan Inc - Unit 1	Nilay Patel	15311 Whittier Blvd, Ste D	Whittier	323-691-7004
Kaleo Enterprises - Unit 1	Thone Nguyen	2280 Newport Beach Blvd, Suite 2	Newport Beach	714-253-2587
L&R Partners, Inc.	Leonardo Lee	7100 Santa Monica Blvd.	West Hollywood	213-999-0607
MLCP Restaurants, Inc.	Mimi Mar	117 W. 4th Street, Unit 101	Santa Ana	818-738-8046
Phaze1 Holdings Group LLC - Unit 2	Peter Hong	6940 Beach Blvd	Buena Park	818-738-8046
Phaze1 Holdings Group LLC - Unit 3	Peter Hong	8440 Balboa Blvd., Ste 101	Los Angeles	818-738-8046
Pie Bar, Inc. - Unit 1	Amir Dehbozorgi	30010 Temecula Pkwy	Temecula	909-938-0979
Pukka Victuals Inc - Unit 1	Allan Nicoloson	77 Almaden Ave., #70	San Jose	408-242-6493
Pukka Victuals Inc - Unit 2	Allan Nicoloson	2855 Stevens Creek	Santa Clara	408-242-6493
Ramisons Inc.	Dara Maleki	1700 S. Harbor Blvd.	Anaheim	714-408-9487
Ramisons Inc.	Dara Maleki	155 N. Glassell	Orange	714-408-9487

Shardanu Pizza Prs 1, Inc	Yogi Patel	5242 E. 2nd Street	Long Beach	714-612-8602
Shardanu Pizza Prs2, Inc. - Unit 2	Yogi Patel	714 S. Halliday St	Anaheim	714-612-8602
Shardanu Pizza Prs 3, Inc. - Unit 3	Yogi Patel	150 E. 5th Street	Huntington Beach	714-612-8602
China				
Zhang Jiakou Bairui Trade Co.	Iven Duan	No. 56 Rongchen Manor, Layer 5, #526	Hebei China	909-869-6563
Florida				
In the Oven Orlando, LLC - Unit 1	Jose Fernando Colon	6091 W. Irlo Bronson Memorial Hwy	Kissimmee	787-934-4131
North Carolina				
K-Panns Inc. - Unit 1	Kenneth "Stuart" Pannill	123 W. Franklin St.,, Ste 12	Chapel Hill	276-732-1465
Texas				
Hilo Enterprises, LLC - Unit 1	Lisa Hilo	404 W. 26th Street	Austin	714-742-8207
GA Pizza Company, LLC - Unit 1	Eduardo Orozco	6955 N. Mesa Street	El Paso	915-886-9007
Washington				
Howe II Pizza LLC - Unit 1	Brian Howe	8222 86th Avenue N.W.	Gig Harbor	253-405-3684

(b) LOI's signed, or Franchise Agreements **sent but not yet** Executed nor Operational. Also included is executed Area Development Agreements with no site selected for a particular Franchise location. The Following are the names, addresses and telephone numbers of Area Developers and Franchisees as of the date of this FDD, who are not yet operational or have not signed, but who has requested Agreements.
Note: FA / ADA = Franchise Agreement / Area Development Agreement.
The number indicated is the number of franchise businesses purchased.

Company Name	Contact	Address	City, ST Zip	Phone
Area Developers				
Jashan Inc. - 5 Units	Nilay Patel	8429 E. Hillsdale, Dr	Orange	323-691-7004
CA Beer & Pizza - 7 Units	Fred Mayne	6934 Feldspar Pl	Carlsbad	760-445-6908
Craft Beer N Pizza - 3 Units	Anna Hon	20955 Pathfinder Rd. Ste 120	Diamond Bar	714-496-6909
GA Pizza Company - 4 Units	Eduardo Orozo	600 Valley Chile Rd	Vinton	915-886-9007
K-Panns Inc - 5 Units	Kenneth "Stuart" Pannill	731 Timber Lane	Wilmington	276-732-1465
Shardanu Pizza - 5 Units	Yogi Patel	714 S. Halliday St	Anaheim	714-612-8602
Trevar & Kenneth Egans - 2 Units	Trevar Egans	8007 S. Western Ave.	Los Angeles	323-351-9311
Pie Bar Inc - 3 Units	Amir Dehboizorgi	70 Visionary	Irvine	909-938-0979
Zhang Jiakou Bairui Trade Co.	IvanDuan	59 Sheng Li Road, Qiaodong District	Zhang Jiakou, Hebei Province	909-869-6563
California				
Adventure Hospitality, Inc. - Unit 1	Bonnie & Richard Kim	1626 Wilcox Ave.	Los Angeles	323-316-6715
Adventure Hospitality, Inc. - Unit 3	Bonnie & Richard Kim	1626 Wilcox Ave.	Los Angeles	323-316-6715
CAE Investment & Holdings LLC - Unit 1	Trevar Egans	8007 S. Western Ave.	Los Angeles	323-351-9311
CAE Investment & Holdings LLC - Unit 2	Trevar Egans	8007 S. Western Ave.	Los Angeles	323-351-9311
California Beer & Pizza, LLC - Unit 2	Fred Mayne	6934 Feldspar Pl	Carlsbad	760-445-6908
California Beer & Pizza, LLC - Unit 3	Fred Mayne	6934 Feldspar Pl	Carlsbad	760-445-6908
California Beer & Pizza, LLC - Unit 4	Fred Mayne	6934 Feldspar Pl	Carlsbad	760-445-6908
California Beer & Pizza, LLC - Unit 5	Fred Mayne	6934 Feldspar Pl	Carlsbad	760-445-6908

California Beer & Pizza, LLC - Unit 6	Fred Mayne	6934 Feldspar Pl	Carlsbad	760-445-6908
California Beer & Pizza, LLC - Unit 7	Fred Mayne	6934 Feldspar Pl	Carlsbad	760-445-6908
Craft Beer n' Pizza Inc. - Unit 3	Anna Hon	20955 Pathfinder Rd. Ste 120	Diamond Bar	714-496-6909
Flat Roti, Inc. - Unit 2	Amina Lalani	23276 S. Pointe Dr. #219	Laguna Hills	949-254-3363
Good Press Eatery, Inc. - Unit 2	Danny Hon	2720 Nutwood Avenue	Fullerton	714-496-6909
Jashan, Inc. - Unit 2	Nilay Patel	1327 W. Whittier Blvd.	La Hambra	323-691-7004
Jashan, Inc. - Unit 3	Nilay Patel	8429 E. Hillsdale, Dr	Orange	323-691-7004
Jashan, Inc. - Unit 4	Nilay Patel	8429 E. Hillsdale, Dr	Orange	323-691-7004
Jashan, Inc. - Unit 5	Nilay Patel	8429 E. Hillsdale, Dr	Orange	323-691-7004
Kaleo Enterprises - Unit 2	Thone Nguyen	6555 Wabash Street	Chino	714-253-2587
Phaze1 Holdings Group LLC - Unit 1	Peter Hong	813 S Hill Street	Los Angeles	818-738-8046
Phaze1 Holdings Group LLC - Unit 4	Peter Hong	13309 Saticoy St.	Camarillo	818-738-8046
Pie Bar, Inc. - Unit 2	Amir Dehbozorgi	70 Visionary	Irvine	909-938-0979
Pie Bar, Inc. - Unit 3	Amir Dehbozorgi	70 Visionary	Irvine	909-938-0979
Pie R Squared, Inc. - Unit 2	Bonnie Kim	1626 Wilcox Ave.	Los Angeles	323-316-6715
Precision Partners, Inc. - Unit 1	"MJ" Mukund Jiyani	8159 Finch Street	Eastvale	909-539-8004
Precision Partners, Inc. - Unit 2	"MJ" Mukund Jiyani	8159 Finch Street	Eastvale	909-539-8004
Precision Partners, Inc. - Unit 3	"MJ" Mukund Jiyani	8159 Finch Street	Eastvale	909-539-8004

Ramisons Inc.	Dara Maleki	375 Birch Street	Brea	714-408-9487
Ramisons Inc.	Dara Maleki	tbd - Downtown location	Los Angeles	714-408-9487
Ramisons Inc.	Dara Maleki	4610 Barranca Parkway	Irvine	714-408-9487
S&R Investments, Inc.	Sam Sahami	2202 Star Pine Way	Tustin	972-672-2414
Shardanu Pizza Prs4, Inc. - Unit 4	Yogi Patel	714 S. Halliday St	Anaheim	714-612-8602
Shardanu Pizza Prs5, Inc. - Unit 5	Yogi Patel	714 S. Halliday St	Anaheim	714-612-8602
Tengly Tan	Tengly Tan		Cerritos	562-572-3303
Top Restaurant Ventures, LLC - Unit 1	Kalvin Tran	4713 Hill Top View Place	San Jose	408-891-1129
Top Restaurant Ventures, LLC - Unit 2	Kalvin Tran	4713 Hill Top View Place	San Jose	408-891-1129
Top Restaurant Ventures, LLC - Unit 3	Kalvin Tran	4713 Hill Top View Place	San Jose	408-891-1129
Colorado				
KRSA, LLC - Unit 1	Kyle Fromhotz	426 Shelby Trace	Murphy	330-685-3659
KRSA, LLC - Unit 2	Kyle Fromhotz	426 Shelby Trace	Murphy	330-685-3659
KRSA, LLC - Unit 3	Kyle Fromhotz	426 Shelby Trace	Murphy	330-685-3659
Florida				
In the Oven LN, LLC - Unit 2	Jose Fernando Colon	11663 Savona Way	Orlando	787-934-4131
Mexico				
Eduardo Orozco - Mexico Unit 1	Eduardo Orozco	600 Valley Chile Rd	Vinton	915-886-9007
Eduardo Orozco - Mexico Unit 2	Eduardo Orozco	600 Valley Chile Rd	Vinton	915-886-9007
North Carolina				
K-Panns Inc. - Unit 2	Kenneth "Stuart" Pannill	731 Timber Lane	Wilmington	276-732-1465
K-Panns Inc. - Unit 3	Kenneth "Stuart" Pannill	731 Timber Lane	Wilmington	276-732-1465
K-Panns Inc. - Unit 4	Kenneth "Stuart" Pannill	731 Timber Lane	Wilmington	276-732-1465
K-Panns Inc. - Unit 5	Kenneth "Stuart" Pannill	731 Timber Lane	Wilmington	276-732-1465

Pennsylvania				
Shardanu Pizza Prs - Unit 4	Hiteshri Patel	714 S. Halliday St	Anaheim	714-612-8602
Shardanu Pizza Prs - Unit 5	Hiteshri Patel	714 S. Halliday St	Anaheim	714-612-8602
Texas				
Hilo Enterprises, LLC - Unit 2	Lisa Hilo	626 Las Palmas Drive	Irvine	714-742-8207
GA Pizza Company, LLC - Unit 2	Eduardo Orozco	600 Valley Chile Rd	Vinton	915-886-9007
GA Pizza Company, LLC - Unit 3	Eduardo Orozco	600 Valley Chile Rd	Vinton	915-886-9007
GA Pizza Company, LLC - Unit 4	Eduardo Orozco	600 Valley Chile Rd	Vinton	915-886-9007
Washington				
Howe II Pizza LLC - Unit 2	Brian Howe	8222 86th Avenue N.W.	Gig Harbor	253-405-3684
Howe II Pizza LLC - Unit 3	Brian Howe	8222 86th Avenue N.W.	Gig Harbor	253-405-3684

(c) Former Developers and Franchisees.
The following are the names, last known home addresses and home telephone numbers of all Area Developers and Franchisees that have been terminated, cancelled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under a Franchise Agreement as of the date of this agreement *Note: FA / ADA = Franchise Agreement / Area Development Agreement.*
The number indicated is the number of franchise businesses purchased.

Company Name	**Contact**	**Address**	**City, ST Zip**	**Phone**
None to be disclosed at this time.				

EXHIBIT C
TO FRANCHISE DISCLOSURE DOCUMENT
RMS FRANCHISE GROUP, INC.
CONFIDENTIALITY AGREEMENT

By and Between

RMS FRANCHISE GROUP, INC.
FRANCHISOR

AND

______________________________________, PROSPECT

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement, made this 11th day of February, 2017, by and between RMS Franchise Group, Inc., a California Corporation formed and operating under the laws of the State of California, having its principal place of business at 2390 East Orangewood, Suite 550, Anaheim, CA 92806 ("Franchisor") and all jointly and severally, of ____ (Hereinafter ("Prospect").

WHEREAS, Franchisor has developed and owns a unique system relating to the establishment and operation of businesses whose purpose is franchising the right to operate restaurants under the name "The Pizza Press" featuring standard and create-your-own pizzas and salads, kid-sized pizzas, root beer floats, craft beers, and other pre-packaged salads and desserts or bottled beverages in a setting based on the timeless tradition of the old newspaper printing press during the industrial revolution. The Pizza Press franchisees provide standard and create-your-own pizzas and salads, kid-sized pizzas, root beer floats, craft beers, and other pre-packaged salads and desserts or bottled beverages in a setting based on the timeless tradition of the old newspaper printing press during the industrial revolution.

WHEREAS, Prospect and Franchisor have entered into discussions which may involve the disclosure to Prospect of the proprietary information of Franchisor.

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

1. Proprietary Information/Confidential Treatment. During the course of business dealings between the parties, certain of the confidential information of Franchisor will be disclosed to Prospect. Prospect or any of its employees, shall not for any reason or purpose whatsoever, use for its personal benefit, or disclose, communicate or divulge to, or use for the benefit, direct or indirect, of any person, firm, association or corporation other than Prospect, any knowledge of confidential information which is proprietary to Franchisor ("Proprietary Information"). All Proprietary Information shall be the sole property of Franchisor and its assigns, and Prospect hereby assigns to Franchisor any rights it has or may acquire in such Proprietary Information. Prospect will have access to and become acquainted with various trade secrets and trade sources, consisting of patterns, operational systems and compilations of information, records, and specifications which are owned by Franchisor and which are regularly used in the operation of a franchised business. Prospect shall not disclose any of the aforesaid trade secrets, directly or indirectly, or use them in any way, at any time, except as required in the course of business dealings between Franchisor and Prospect.

2. Injunctive Relief. Any breach of provisions of this Agreement shall cause irreparable harm to Franchisor, and therefore, in the event of a breach or threatened breach of the provisions of this Confidentiality Agreement, Franchisor shall be entitled to an injunction restraining Prospect from disclosing or appropriating in whole or in part, the Proprietary Information, or from rendering any services to any person, firm, corporation, association or other entity to whom such confidential information, in whole or in part, has been disclosed or is threatened to be disclosed. Nothing herein shall be construed as prohibiting Franchisor from pursuing any other remedies available for such breach or threatened breach, including the recovery of damages or liquidated damages in the amount of Twenty Thousand Dollars and 00/100 ($20,000.00) for each such breach, whichever is deemed higher by a court of law.

IN WITNESS WHEREOF, the parties hereunder have duly executed, sealed and delivered this Agreement on the day and year set forth above.

RMS FRANCHISE GROUP, INC.	**PROSPECT(S)**
By: Mo Hayat	**By: ________________________________**
Its: Chief Development Officer	**Name, Its: ___________________________**
	By: _________________________________
	Name, Its: ___________________________

EXHIBIT D
TO FRANCHISE DISCLOSURE DOCUMENT
RMS FRANCHISE GROUP, INC.
LETTERS OF INTENT

"PUBLISH YOUR OWN"
THE
PIZZA
PRESS
NEWSWORTHY PIZZAS
ESTABLISHED 2012

By and Between

RMS FRANCHISE GROUP, INC.

and

______________________________, APPLICANT

LETTERS OF INTENT
SINGLE UNIT

Current Date

Candidate First and Last Name(s)
Address
City, State, Zip Code

Dear ***Candidate Name(s)***,

Congratulations on your decision to join The Pizza Press! This letter establishes the framework for a definitive Franchise Agreement between you and RMS Franchise Group, Inc. ("Franchisor"). The terms of this letter are not legally binding between the parties. The grant of a franchise location is based on the terms set forth in this letter and is subject to the execution of a written Franchise Agreement by both parties. ***Candidate Name(s)*** will herein be referred to in this Letter of Intent as "Franchisee."

1. **Purchase**

   One (1) The Pizza Press Unit

2. **Geographic Area and Territory**
   a. Geographic Area: ***City, State*** – ***Zip Code***
   b. Address of Unit (if known): ____
   c. Otherwise, address and territory of Unit to be determined once site is identified by Franchisee and consented to by Franchisor.

3. **Payment**

   a. **$350** Background Check fee will be due upon submitting the Letter of Intent.

   b. A **$35,000** payment for one Unit will be due upon the signing of the Franchise Agreement.

4. **Time of the Essence**

   This Letter of Intent is to be signed and returned by ***5 days from issue date***.

5. **Additional Expenses**

   Franchisee acknowledges that additional investments in materials, location, and technology will be necessary. These investments may include items such as, but are not limited to:

   a. Additional Signage and Identification
   b. Insurance
   c. Deposits
   d. Computer Systems and Hardware

e. Leasehold Improvements
f. Additional Inventory and Supplies
g. Training Funds, i.e. Travel/Living Expenses
h. Working Capital

6. Acknowledgements

a. Franchisee acknowledges that the investment to open a single The Pizza Press Unit could be as much as $791,500 or more. This will largely be dictated by local market conditions and choices you make, and the investment could exceed this amount. Franchisee acknowledges this and is prepared to invest the above dollar amount or more, if necessary.
b. Franchisee acknowledges that a Franchise Disclosure Document was delivered at least 14 days before the date of this letter and a copy of the form of Franchise Agreement was delivered at least 14 days before the date of this letter.

7. Claims

Franchisee acknowledges that no financial performance representations, earning claims or other revenue claims have been made or implied. Franchisee acknowledges that any new business ventures have risk potential and has been advised of these risks.

8. Opening Schedule

Franchisees typically must open their restaurants approximately 10 months after signing the Franchise Agreement. The factors that affect this are locating a satisfactory site, obtaining a lease, construction of improvements to the site, financing, obtaining building permits, obtaining a liquor license, zoning and local ordinances, acquisition of sufficient inventory, weather conditions, shortages and any delays in installation of equipment, fixtures and signs.

9. Other

Franchise Agreements: Franchisee agrees to execute the Franchise Agreement and corresponding exhibits within two weeks after the signing of this Letter of Intent.

If you are in agreement, please sign and date below and complete the attached questionnaire so we may generate contracts and confirm your purchase as soon as possible.

Kind regards,

The Pizza Press Franchise Development

________________________________	________________________
NAME	Date
________________________________	________________________
NAME	Date

LETTERS OF INTENT
MULTIPLE UNITS

Current Date

Candidate First and Last Name(s)
Address
City, State, Zip

Dear ***Candidates Name(s),***

Congratulations on your decision to grow with The Pizza Press! This letter establishes the framework for definitive Franchise Agreements between you and RMS Franchise Group, Inc. ("Franchisor"). The terms of this letter are not legally binding between the parties. The grant of franchise locations is based on the terms set forth in this letter and is subject to the execution of written Franchise Agreements by all parties. ***Candidate Name(s)*** will herein be referred to in this Letter of Intent as "Franchisee."

1. **Purchase**

   Number of Units (#) The Pizza Press Units

2. **Geographic Area and Territory**

   a. Geographic Areas: ***Cities, State – Zip Codes***
   b. Address(es) of Unit(s) (if known): ____
   c. Otherwise, addresses and territories of specific Units to be determined once sites are identified by Franchisee and consented to by Franchisor.

3. **Payment**

   a. **$350** Background Check fee due upon submitting this Letter of Intent.

   A ***$ Total*** payment for **#** Units will be due upon the signing of the Franchise Agreements for all **#** Units, which consists of the following:

   b. A **$35,000** payment for the Initial Franchise Fee of the first Unit.
   c. A ***$ Remaining Total*** payment for the Initial Franchise Fees for the second through _______ Units, which is equal to the sum of the Initial Franchise Fee of $28,000 (discounted to 80% of the current $35,000 Initial Franchise Fee) per Unit.

4. **Time of the Essence**

   This Letter of Intent is to be signed and returned by ***5 days from issue date***.

5. Additional Expenses

Franchisee acknowledges that additional investments in materials, location, and technology will be necessary. These investments may include items such as, but are not limited to:

a. Additional Signage and Identification
b. Insurance
c. Deposits
d. Computer Systems and Hardware
e. Leasehold Improvements
f. Additional Inventory and Supplies
g. Training Funds, i.e. Travel/Living Expenses
h. Working Capital

6. Acknowledgements

a. Franchisee acknowledges that the investment to open a single The Pizza Press Unit could be as much as $791,500 or more. This will largely be dictated by local market conditions and choices you make, and the investment could exceed this amount. Franchisee acknowledges this and is prepared to invest the above dollar amount or more for each Unit, if necessary.
b. Franchisee acknowledges that a Franchise Disclosure Document was delivered at least 14 days before the date of this letter and a copy of the form of Franchise Agreement was delivered at least 14 days before the date of this letter.

7. Claims

Franchisee acknowledges that no financial performance representations, earning claims or other revenue claims have been made or implied. Franchisee acknowledges that any new business ventures have risk potential and has been advised of these risks.

8. Opening Schedule

a. Franchisees typically open their first restaurant approximately 10 months after signing the Franchise Agreement, and each subsequent restaurant approximately 10 months after the opening of the immediately preceding restaurant. The factors that affect this are locating a satisfactory site, obtaining a lease, construction of improvements to the site, financing, obtaining building permits, obtaining a liquor license, zoning and local ordinances, acquisition of sufficient inventory, weather conditions, shortages and any delays in installation of equipment, fixtures and signs.
b. We anticipate that your schedule for opening restaurants will be as follows: ____________
____
____
____

9. Other

Franchise Agreements: Franchisee agrees to execute the Franchise Agreements and corresponding exhibits within two weeks after the signing of this Letter of Intent.

If you are in agreement, please sign and date below and complete the attached questionnaire so we may generate contracts and confirm your purchase as soon as possible.

Kind regards,

The Pizza Press Franchise Development

___________________________________ __________________________

NAME Date

___________________________________ __________________________

NAME Date

LETTERS OF INTENT
AREA DEVELOPMENT AGREEMENT

Current Date

Candidate First and Last Name(s)
Address
City, State, Zip Code

Dear ***Candidate Name(s)***,

Congratulations on your decision to grow with The Pizza Press! This letter establishes the framework for a definitive Area Development Agreement between you and RMS Franchise Group, Inc. ("Franchisor"). The terms of this letter are not legally binding between the parties. The grant of the development area and franchise locations is based on the terms set forth in this letter and is subject to the execution of a written Area Development Agreement by both parties. ***Candidate Name(s)*** will herein be referred to in this Letter of Intent as "Developer."

1. **Purchase**

   Number of Units (#) The Pizza Press Units

2. **Geographic Area and Territory**

   a. Geographic Area: ***Cities, State – Zip Codes***
   b. Address(es) of Unit(s) (if known): ____
   c. Otherwise, addresses and territories of specific Units to be determined once sites are identified by Franchisee and consented to by Franchisor.

3. **Payment**

   a. **$350** Background Check Fee shall be due upon submitting you Letter of Intent.
   b. A ***$ Total*** payment for the Development Fee for **#** Units will be due upon the signing of the Area Development Agreement. The Development Fee is fully earned by us when the Area Development Agreement is signed and is non-refundable in whole or in part to you.
   c. The Development Fee consists of the following: a $30,000 payment for the development rights plus a $__________ payment equal to the sum of $22,000 for each of the **#** units to be developed (i.e., $22,000 x **#** Units = $__________).
   d. The Initial Franchise Fee for each Unit in your development schedule is $22,000. Upon signing the Franchise Agreement for each Unit, you will be credited the entire Initial Franchise Fee of $22,000, which reflects the amount you paid for each Unit upon signing of the Area Development Agreement.

4. **Time of the Essence**

   This Letter of Intent is to be signed and returned by ***5 days from issue date***.

5. Additional Expenses

Developer acknowledges that additional investments in materials, location, and technology will be necessary. These investments may include items such as, but are not limited to:

a. Additional Signage and Identification
b. Insurance
c. Deposits
d. Computer Systems and Hardware
e. Leasehold Improvements
f. Additional Inventory and Supplies
g. Training Funds, i.e. Travel/Living Expenses
h. Working Capital

6. Acknowledgements

a. Developer acknowledges that the investment to open a single The Pizza Press Unit could be as much as $791,500 or more. This will largely be dictated by local market conditions and choices you make, and the investment could exceed this amount. Developer acknowledges this and is prepared to invest the above dollar amount or more for each Unit, if necessary.
b. Developer acknowledges that a Franchise Disclosure Document was delivered at least 14 days before the date of this letter and a copy of the forms of Area Development Agreement and Franchise Agreement were delivered at least 14 days before the date of this letter.

7. Claims

Developer acknowledges that no financial performance representations, earning claims or other revenue claims have been made or implied. Developer acknowledges that any new business ventures have risk potential and has been advised of these risks.

8. Development Schedule

a. Opening Timeline: Developers typically must open their first restaurant 10 months after signing the Area Development Agreement and first Franchise Agreement, and each subsequent restaurant 10 months after the opening of the immediately preceding restaurant. The factors that affect this are locating a satisfactory site, obtaining a lease, construction of improvements to the site, financing, obtaining building permits, obtaining a liquor license, zoning and local ordinances, acquisition of sufficient inventory, weather conditions, shortages and any delays in installation of equipment, fixtures and signs.
b. We anticipate that your development schedule will be as follows: ____________________
____
____
____

9. Other

Area Development Agreements and Franchise Agreements: Developer agrees to execute the Area Development Agreement, the first Franchise Agreement and corresponding exhibits within two weeks after the signing of this Letter of Intent.

If you are in agreement, please sign and date below and complete the attached questionnaire so that we may generate contracts and confirm your purchase as soon as possible.

Kind regards,

The Pizza Press Franchise Development

______________________________ ______________________

NAME Date

______________________________ ______________________

NAME Date

LETTERS OF INTENT
FRANCHISEE QUESTIONNAIRE
SUBMITTED WITH EACH LOI

1. Information regarding your corporate structure:

Name of entity:

Type of entity (check one):

___ Corporation

___ Limited Liability Company

___ Partnership

___ Other (specify: ____________________)

State of formation:

Date of formation:

Address

Telephone number:

E-mail address:

Names of All Owners, Addresses, Title (e.g., "shareholder" or "member") and Percentage of Ownership:

1)

2)

3)

4)

Names of Directors and/or Managers and Officers (Specify Titles) and Addresses:

1)

2)

3)

4)

Names of Spouses of Any Owners:

1)

2)

3)

4)

2. What is your proposed development cycle for your restaurant(s

3. Do you have experience in food operations? Please explain.

4. What is your operating plan for your site(s)? Who will be running the restaurant(s) and what is his or her background

5. How do you plan to grow over the next 5 years in the Pizza Press

6. Any other pertinent information that we should know about you and your team?

EXHIBIT E

TO FRANCHISE DISCLOSURE DOCUMENT
RMS FRANCHISE GROUP, INC.
FRANCHISE AGREEMENT

January 27, 2017

Franchise Unit #_______

By and Between

RMS FRANCHISE GROUP, INC., FRANCHISOR

and

____________________________, FRANCHISEE

FRANCHISE AGREEMENT
TABLE OF CONTENTS

FRANCHISE AGREEMENT

This Franchise Agreement made this ______ day of ___________, 20____, is by and between RMS Franchise Group, Inc., a California Corporation, having its principal place of business at 2390 East Orangewood, Suite 550, Anaheim, CA 92806, ("Franchisor"), (hereinafter also known as "We" "Us" or "The Pizza Press") and ____, a ___________________________________ ________________________________ and whose principal address is ______________________________________, ____ ("Franchisee").

WHEREAS, Franchisor has developed, and is in the process of further developing, a System identified by the trademark "The Pizza Press" and relating to the establishment and operation of a franchised business providing high quality, standard and custom pizzas including chef prepared originals, and salads in a setting that boasts a modern twist on the roaring twenties decor; and

WHEREAS, Franchisor has developed a business plan and method of establishing and conducting the Business and operating Businesses emphasizing prompt and courteous service in a friendly and helpful atmosphere which is intended to be attractive to patrons and utilizing certain standards, specifications, methods, procedures, techniques, management techniques, proprietary marks, commercial symbols, trade dress and other proprietary or confidential information, as they may be improved, and further developed from time to time hereafter by Franchisor (the "System"); and

WHEREAS, the distinguishing characteristics of the System include, without limitation, the trade names, trademarks, and service marks and associated logos and symbols set forth on Exhibit 6 attached hereto and made a part hereof by reference, and such other marks as Franchisor may develop from time to time hereafter and designate for use in connection with the System (the "Marks"); the trade dress of the Business; signage, decorations, equipment, furnishings and materials, as necessary; the Confidential Operations Manual; uniform operating methods, procedures and techniques; methods and techniques for inventory and cost controls, record keeping, reporting, personnel management, and purchasing (all of which may be improved and further developed by Franchisor from time to time); all such Marks and other distinguishing characteristics being owned by Franchisor; and

WHEREAS, Franchisor grants to qualified persons and business entities the right to own and operate The Pizza Press® Businesses using the System and the Marks; and

WHEREAS, Franchisee desires to operate a The Pizza Press® Business, has applied for the Franchise and such application has been approved by Franchisor in reliance upon all of the representations made herein and therein; and

WHEREAS, Franchisee acknowledges that it is essential to the maintenance of the high standards of the System, and to the preservation of the integrity of the System and the Marks and goodwill of the Franchisor, that each franchisee in the System maintain and adhere to certain uniform standards, procedures and policies hereinafter described, and operate the Franchise Business in strict conformity with Franchisor's standards and specifications; and

WHEREAS, Franchisor has, and continues to develop, use, protect, and control the Marks for the benefit and exclusive use of itself and its franchisees in order to identify for the public the source of the products and/or services marketed under the System and to represent the System's high standards of quality; and

WHEREAS, the establishment and maintenance of a close working relationship with Franchisee and Franchisee's adherence to the tenants of Franchisor's System constitute the essence of this Franchise; and

WHEREAS, Franchisee desires, upon the terms and conditions set forth herein, to enjoy the benefits of operating under the System and of using the Marks and to be licensed to operate a Business in strict accordance with the standards and specifications of the System (the "Franchise Business"); and

WHEREAS, Franchisee has had a full and adequate opportunity to be thoroughly advised of the terms and conditions of this Franchise Agreement by counsel of its own choosing; and

WHEREAS, Franchisor is willing to grant Franchisee a license under the System and the Marks to operate a Franchise Business, subject to Franchisee's strict compliance with the terms and conditions of this Agreement and in reliance upon Franchisee's representations made in this Agreement and in Franchisee's application to become a franchisee under the System.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1 - DEFINITIONS

Whenever used in this Agreement, the following words and terms have the following meanings:

"Affiliate" means any business entity that controls, is controlled by, or is under common control with Franchisor;

"Agreement" means this agreement entitled "RMS Franchise Group, Inc. Franchise Agreement" and all instruments supplemental hereto or in amendment, exhibit or confirmation hereof;

"Approved Location" means the site for the operation of the Franchised Business selected by Franchisee and approved in writing by Franchisor;

"Approved Supplier(s)" means only those companies, and vendors who provide the services, product items, supplies, signs, equipment and other items and services Franchisor from time to time approves (and which are not thereafter disapproved) and that comply with Franchisor's specifications and quality standards. Franchisor shall provide Franchisee, in the Manual or other written or electronic form, with a list of Approved Suppliers. Further description and requirements can be found in the terms contained in Section 13.1;

"Advertising Fee" means the collective fund supplied by the Advertising Fee Contributions by all Franchisees which allows the Franchisor to establish and administer national marketing, pursuant to the terms in Section 11.3, shall have the same meaning as the term Marketing Fund and each may be interchanged throughout this Agreement;

"Advertising Fee Contribution" means paying Franchisor Up to 2% of gross revenues; currently 1% following the date the franchised business is open to the public, billed and collected by ACH from the Electronic Depository Transfer Account, for the previous week ending the last full day of the preceding week, which will be credited to the collective franchisee Marketing Fund, pursuant to the terms in Section 3.3. often referred to as Marketing Fund Contributions;

“Competitive Business” means any business that offers or provides (or grants franchises or licenses to others to operate a business that offers or provides) standard and custom pizzas including chef prepared originals, and salads that are offered or supplied by The Pizza Press franchisees at the date of Franchisee’s termination or separation from Franchisor, which are the same as or similar to those provided by The Pizza Press® Businesses or in which Trade Secrets or other Confidential Information could be used to the disadvantage of Franchisor, any Affiliate or The Pizza Press’s other franchisees; provided, however, that the term “Competitive Business” shall not apply to (a) any business operated by Franchisee under a franchise agreement with Franchisor, (b) any business operated by a publicly-held entity in which Franchisee owns less than a five percent (5%) legal or beneficial interest, (c) any business operated by Franchisee or its Affiliate(s) that has been disclosed, in writing, to Franchisor prior to the Effective Date of this Agreement, or (d) any business such as a marketing or scheduling company whose primary business is not affiliated with the standard and custom pizzas including chef prepared originals, and salads;

“Confidential Information” means technical and non-technical information used in or related to The Pizza Press® Businesses and not commonly known by or available to the public, including, without limitation, Trade Secrets and any other information identified as confidential when delivered by Franchisor. Confidential Information shall not include, however, any information established by documentary evidence that: (a) is now or subsequently becomes generally available to the public through no fault of Franchisee; (b) Franchisee can demonstrate was rightfully in its possession, without obligation of nondisclosure, prior to disclosure pursuant to this Agreement; (c) is independently developed without the use of any Confidential Information; or (d) is rightfully obtained from a third party who has the right, without obligation of nondisclosure, to transfer or disclose such information;

“Cooperative Advertising” means the combined advertising program more than one (1) franchisee established within a common market for The Pizza Press® Businesses within a particular region;

"Covered Person" means (i) the individual executing this Agreement as Franchisee; (ii) each officer, director, shareholder, member, manager, trustee, or general partner and Manager of Franchisee and each Franchisee Affiliate if Franchisee is a Business entity; and (iii) the spouse, adult children, parents, collaterals, or siblings of the individuals included in (i) and (ii). Covered Person shall mean an individual who falls within the identified categories where on the Effective Date or later during the Term of this Agreement, and all successive Renewal Agreements;

"Customer(s)" means any person or entity that purchases or receives good or services from Franchisee, as applicable;

“Effective Date” means the date set forth in the introductory paragraph of this Agreement which commences this Agreement’s effectiveness and term;

“Electronic Depository Transfer Account” means an account established at a national banking institution approved by Franchisor and providing Franchisor with access to electronically withdraw any funds due Franchisor;

"Former Franchisee" means any The Pizza Press franchisee(s) that have been terminated or whose Franchise Agreements have expired naturally under the terms of those Franchise Agreements.

“Franchise” means the right granted to Franchisee by Franchisor to use the System and the Marks, while not in Default;

“Franchised Business” means The Pizza Press® Business to be established and operated by Franchisee pursuant to this Agreement;

“Franchisee” means the individual or entity defined as “Franchisee” in the introductory paragraph of this Agreement;

“Franchisor” means RMS Franchise Group, Inc.;

“Franchisor Indemnitees” means Franchisor, any Affiliate, all holders of a legal or beneficial interest in Franchisor and/or any corporate parent, any corporate subsidiaries, affiliates, successors, assigns, and designees of either entity and their respective directors, officers, employees, agents, shareholders, designees, and representatives of each, members, partners, owners, employees, agents, successors and assigns as further discussed in Section 21.3;

“Good Cause” means the failure of Franchisee to substantially comply with the lawful requirements imposed upon Franchisee by this Franchise Agreement .

“Gross Sales” means the aggregate of all income and monthly fees Franchisee receives from Customers for the purchase or provision of any goods or services, including enrollment fees, or any other person or business entity for the Franchised Business in connection with the Franchised Business (whether or not in accordance with the terms of the Franchise Agreement) and whether for check, cash, credit or otherwise, from the sale of products and services (including service charges in lieu of gratuity) regardless of the dollar amount Franchisee sells each product or service for, including, without limitation, all proceeds from any business interruption insurance, but excluding (a) all insurance payments, check, cash, credit or debit card refunds made in good faith provided, prior to granting the refunds, the revenue related to the refunds was included in Gross Sales, (b) any sales and equivalent taxes that Franchisee collects for or on behalf of and pay to any governmental taxing authority, and (c) any rebate Franchisee receives from a manufacturer or supplier;

“Gross Sales Reports” has the meaning given to such term in Section 12.2;

“Incapacity” means the inability of Franchisee to operate or oversee the operation of the Franchised Business on a regular basis by reason of any continuing physical, mental or emotional condition, chemical dependency or other limitation;

“Internet” means any one (1) or more local or global interactive communications media that is now available, or that may become available, including, but not limited to, sites and domain names on the World Wide Web (1) and (2);

“Initial Fee” means, with the Letters of Intent or upon execution of this Agreement, unless otherwise stated in the State Addendum attached, paying Franchisor an Initial Fee of $35,000.00 to secure Franchisees first Franchise Agreement Territory, and an Initial Fee of $28,000 to secure Franchisees subsequent Franchise Agreement Territories purchased with identical ownership. Additional terms are contained in Section 3.1;

“Initial Term”, shall be ten (10) years as more fully defined in Section 4.1;

“Local Advertising” means the services required to fulfill Franchisee’s local marketing requirements through Franchisee's own effort or by contracting with an Approved Supplier, if any. Marketing methods utilized may include but not be limited to those contained within the Manual, and approved advertising materials such as Newspaper ads, Direct Mail, Coupon Direct Mail Coops, Print

Media and Business to Business marketing efforts within Franchisees Protected Territory. Requirements for Local Advertising are further discussed in Section 11.1;

"Manager" means the person designated in writing by Franchisee and approved in writing by Franchisor who has primary responsibility for managing the day-to-day affairs of the Franchised Business, also known as "Designated Director", and if Franchisee is an individual and not a business entity, the **Manager** shall be the Franchisee;

"Manual" means The Pizza Press Operations Manual(s), whether in paper or electronic form, and any other items as may be provided, added to, changed, modified or otherwise revised by Franchisor from time to time that contain or describe the standards, methods, procedures and specifications of the System, including other operations, administration and Managers' manuals and all books, computer programs, password-true portions of an Internet site, pamphlets, memoranda and other publications prepared by, or on behalf of, Franchisor;

"Marketing Fund", shall have the same meaning as Advertising Fee;

"Marketing Fund Contributions", shall have the same meaning as Advertising Fee Contributions;

"Marks" means the trademark "Pizza Press" and such other trade names, trademarks, service marks, trade dress, designs, graphics, logos, emblems, insignia, fascia, slogans, drawings, patents and other commercial symbols as Franchisor may designate to be used in connection with The Pizza Press® Businesses, whether or not registered or recognized by the U.S. Patent and Trademark Office, or any other Agency no matter where located. Registered Marks are shown on Exhibit 6 attached hereto;

"Minimum Sales Volume" means Franchisee's minimum annual Gross Sales, pursuant to the terms in Section 2.7;

"Money Flow" is utilized to describe how the Franchisee gets paid and pays its fees under this Agreement;

"Mystery Shopper Fee" means the fee you pay to have mystery shoppers shop your restaurant and provide reports of how your employees are performing;

"Grand Opening Advertising" means the minimum Grand Opening Advertising cost of Ten Thousand Dollars ($10,000.00) for Franchisees location and the meaning given to such term in Section 8.2;

"Project Manager" shall mean the approved Vendor Franchisee contracts with to handle the build-out of the franchised location;

"Project Management Fee" means the payment of either Six Thousand Five Hundred Dollars ($6,500) if you are within 100 miles of the Franchisors corporate office or Ten Thousand Dollars ($10,000) if you are further than 100 miles from the Franchisors corporate office paid to manage the build-out of your franchised location;

"Prospective Supplier Fee" shall mean paying to Franchisor a fee of One Thousand Dollars ($1,000.00) per supplier Franchisee would like Franchisor to evaluate to be added to the approved supplier list;

"Protected Territory" has the meaning given to such term in Section 2.5, as well as Exhibit 11;

"Royalty Fee" means paying Franchisor Six percent (6%) of gross sales, by ACH from the Electronic Depository Transfer Account every Monday, for the previous week ending the previous reporting period, pursuant to the terms in Section 3.2;

"Social Media" means online content created by individuals and/or entities using highly accessible and scalable publishing technologies through their desktop computer, laptop computer, smart phones, mobile phone or by other means available in the future. Social Media allows individuals and/or entities to connect in the online world to form relationships for personal and business use. The definition of Social Media includes user-generated content and consumer-generated media. Social Media occurs in many different forms, including, but not limited to, Internet forums, weblogs, social blogs, wikis, podcasts, pictures and videos. Technologies for Social Media include, but are not limited to: blogs, picture-sharing, vlogs, wall-postings, e-mail, instant messaging, music-sharing, crowdsourcing, and voice over IP, to name a few. Some examples of Social Media sites and/or applications are Google Groups (reference, social networking), Wikipedia (reference), MySpace (social networking), Facebook (social networking), MouthShut.com and yelp.com (product reviews), Youmeo (social network aggregation), YouTube (social networking and video sharing), Avatars United (social networking), Second Life (virtual reality), Flickr (photo sharing), Twitter (social networking and microblogging), LinkedIn (business social media),Open Diary (blogging) and other microblogs such as Twitter and Jaiku, among others. This list is not inclusive and shall mean all Social Media available now and created in the future;

"System" means the trade dress, uniform standards, methods, procedures and specifications developed by Franchisor and as may be added to, changed, modified, withdrawn or otherwise revised by Franchisor for the operation of The Pizza Press® Businesses. The Pizza Press® System is for the operation of a unique business dealing in standard and custom pizzas including chef prepared originals, and salads in a setting that boasts a modern twist on the roaring twenties decor. The Pizza Press system includes among other things, confidential operating procedures, a management program, and accounting procedures;

"Technology Fee" means the maintenance fee of Six Hundred Dollars ($600) Per Month to maintain the intranet, online reservations platform, and payment processing systems, and other technology further discussed in Section 3.6.

"Termination Date" also known as Date of Termination, means the date when the Franchisee no longer has time to cure any Defaults under this Agreement, pursuant to Article 16;

"Transfer Fee" means paying the Franchisor Twenty-Six Thousand Two Hundred Fifty Dollars or 75% of Then-current transfer fee whichever is greater ($26,250.00) for transferring your Franchise to another individual or entity. Further described in Section 18.2;

"Trade Secrets" means information in any form (including, but not limited to, technical or non-technical data, know-how, formulas, patterns, compilations, programs, devices, methods, techniques, drawings, processes, financial data, financial plans, product plans, passwords, lists of actual or potential customers or suppliers) related to or used in The Pizza Press® Businesses that is not commonly known by or available to the public and that information: (a) derives economic value, actual or potential, from not being generally known to, and not being readily ascertained by proper means by, other persons who can obtain economic value from its disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy;

"Transferee" means the individual or entity third party buyer, who purchases this Franchise Agreement if the Franchisee chooses to sell.

ARTICLE 2 - GRANT OF EXCLUSIVE FRANCHISE

Section 2.1 Grant of Franchise

Franchisor hereby grants to Franchisee, and Franchisee undertakes and accepts, upon the terms and conditions herein contained, a revocable, limited license to operate one The Pizza Press® Business using the System and Marks.

Section 2.2 Location of Your The Pizza Press Franchise

Subject to all of the terms and conditions herein, Franchisor grants to Franchisee the non-exclusive right and license to operate a Franchise Business using the System and the Marks solely within the Territory described in Section 2.5 (the "Location"), which Location must be pre-approved by Franchisor according to its then-current criteria, and Franchisee hereby accepts such right and license subject to such terms and conditions and undertakes to operate the Franchise Business and to use the System and Marks solely in connection therewith. The rights and license herein granted are sometimes referred to in this Agreement as the "Franchise" or the "Franchise Business."

Section 2.3 Approved Location Not Determined

If the Approved Location of the Franchised Business is not determined as of the Effective Date, then Franchisee shall have up to Ninety (90) days to propose a location to Franchisor for approval. If Franchisor does not deny Franchisee's proposed location within thirty (30) calendar days, the location shall be deemed approved. If You receive a denial from Us, You must submit a new location until approved. When the Approved Location is determined, its description shall be inserted into Section 2.5. Subject to other provisions of the Agreement, the failure to insert such description shall not automatically affect the enforceability of this Agreement.

Section 2.4 Sub-franchising/ Agents

Franchisee shall not sublicense the use of the System or Marks to any person or entity to perform any part of Franchisee's rights or obligations licensed herein, or to grant any person or entity the right to act as Franchisee's agent to perform any part of Franchisee's rights or obligations herein.

Section 2.5 The Protected Territory

So long as this Agreement is in force and effect and Franchisee is not in default under any of the terms hereof, subject to Franchisor's reservation of rights set forth in Section 2.6, Franchisor shall grant to Franchisee a Protected Territory that will be delineated by zip codes and will have at least 25,000 individuals.

After the Premises are approved, Franchisor will describe the specific Territory in Exhibit 11.

Franchisee is restricted from directly soliciting or advertising outside of Franchisee's Protected Territory, including Franchisee may not advertise on the Internet without our prior written consent.

Section 2.6 Franchisor's Reservation of Rights

Except to the extent provided in Section 2.2, Franchisor retains all of its rights and control with respect to the System and Marks, including the right to:

i. Establish, own or operate, or continue to own or operate, and license others to establish, own or operate, or continue to own or operate, The Pizza Press® Businesses outside of the Territory;

ii. Establish, own or operate, and license others to establish, own or operate, or continue to own or operate, other businesses under other systems using other trademarks at locations inside and outside of the Territory;

iii. Purchase or otherwise acquire the assets or controlling ownership of one (1) or more businesses identical or similar to the Franchised Business (and/or acquire franchise, license and/or similar agreements for such businesses), some or all of which may be located anywhere, including within the Protected Territory. If Franchisor purchases or acquires franchises or licenses, Franchisor may, in its sole discretion, act as franchisor or licensor with respect to such franchisees or licensees wherever located, pursuant to the individual franchise or license agreement(s) between Franchisor and such franchisee(s) or licensee(s). If Franchisor purchases or acquires such businesses within the Protected Territory which are not franchised or licensed, Franchisor may, in its sole discretion:

- Offer to sell any such businesses to Franchisee or to any third party at the business's fair market value to be operated as a The Pizza Press® Business; or

- Offer Franchisee the opportunity to operate such business(s) in partnership with Franchisor (or an Affiliate) under the business(es) existing trade name or a different trade name.

iv. Be acquired (regardless of the form of transaction) by any business, even if the other business operates, franchises and/or licenses Competitive Businesses within the Protected Territory;

v. Sell any products authorized for The Pizza Press® Businesses using the Marks or other trademarks and commercial symbols through alternate channels of distribution, such as joint marketing with partner companies, Internet sales and catalog sales; provided, however, that no such sales shall be made to any Competitive Business within the Protected Territory; and

vi. Engage in any activities not expressly forbidden by this Agreement.

Section 2.7 Diligence and Best Efforts

Franchisee shall diligently and fully exploit the rights in this Agreement by personally devoting best efforts, and in the case more than one individual has executed this Agreement as Franchisee, the individual so designated in this Agreement shall personally devote his or her best efforts towards the operation of the Franchised Business, or provide for full time management, trained and approved by the Franchisor, to manage the Franchised Business.

ARTICLE 3 - FEES

Section 3.1 Initial Fee

Franchisee must pay Franchisor an Initial Fee, as set forth in Article 1, to secure Franchisees chosen Territory, which includes the Training and use of the Confidential Information fees to purchase a Single Unit Franchise.

Franchisee will pay the Initial Fee, which is due with the Letters of Intent or upon signing this Franchise Agreement, unless modified by a State Addendum attached at Exhibit 5 to this Franchise Agreement.

Section 3.2 Weekly Royalty Fees

On the Monday of each Week, for so long as this Agreement shall be in effect, Franchisee shall pay to Franchisor through deductions from Gross Sales without offset, credit or deduction of any nature, Weekly Royalty Fees for the previous Week ending the Sunday of the preceding Week due to Franchisor. Each Weekly Royalty Fee shall follow a Gross Sales Report, as required by Section 12.2, for the same period. Franchisor currently requires Franchisee to pay Royalty Fees through ACH transfer from Electronic Depository Transfer Account, as set forth in Section 3.5, however, if Franchisee uses an Approved Vendor for billing and collection, Franchisor may collect Royalty Fees directly from the Approved Vendor.

Also on the first Monday of each month, for so long as this Agreement shall be in effect, Franchisee shall pay to Franchisor through ACH transfer from Electronic Depository Transfer Account the Mystery Shopper Fee ($150.00) which pays for Franchisee's mystery shopping program to ensure Franchisees staff are following the Pizza Press Standards.

Section 3.3 Advertising Fee Contribution

Franchisee shall be required to contribute their Advertising Fee Contribution Weekly to the Advertising Fee on Monday of the Week for so long as this Agreement shall be in effect. Each Week Advertising Fee Contribution shall follow a Gross Sales Report, as required by Section 12.2. Franchisor may adjust the Advertising Fee Contribution amount from time to time, in its sole discretion, but any total adjustment shall not exceed a raise of more than One percent (1%) yearly over the term of this Agreement. Franchisor shall notify Franchisee at least ninety (90) days before implementing or changing the Advertising Fee Contribution requirements. The Advertising Fee shall be maintained and administered by Franchisor or its designee in accordance with the provisions contained in Section 11.3.

Section 3.4 Taxes

Franchisee shall pay to Franchisor an amount equal to all sales taxes, use taxes and similar taxes imposed on the fees payable by Franchisee to Franchisor herein and on services or goods furnished to Franchisee by Franchisor at the same time as Franchisee remits such fees to Franchisor, if any taxing authority imposes such taxes on Franchisor, whether such services or goods are furnished by sale, lease or otherwise, unless the tax is an income tax assessed on Franchisor for doing business in the state where the Franchised Business is located.

Franchisee will promptly pay, when due, all taxes required by any federal, state or local tax authority including unemployment taxes, withholding taxes, sales taxes, use taxes, income taxes, tangible commercial personal property taxes, real estate taxes, intangible taxes and all other indebtedness incurred in the conduct of Franchisee's The Pizza Press Business. Franchisee agrees it will not permit a tax sale or seizure by levy or execution or similar writ or warrant or attachment by a creditor to occur against the location or any asset used in Franchisee's The Pizza Press Business.

Section 3.5 Electronic Transfer

Franchisor has sole discretion to determine and change the method by which Franchisee pays to franchisor any and all amounts due to Franchisor under this Agreement. Currently, Franchisor requires all Royalty Fees, Advertising Fees, and other amounts due from Franchisee to Franchisor to be paid either (a) through an Electronic Depository Transfer Account or (b) by Franchisee electronically transferring to Franchisor any funds due Franchisor. Within thirty (30) days after successfully completing training, but no later than forty-five (45) days prior to opening the Franchised Business, Franchisee shall open and maintain an Electronic Depository Transfer Account ("ACH") and shall provide Franchisor with continuous access to such account for the purpose of receiving any payments due to Franchisor, by signing and returning the ACH Withdrawal Form attached as Exhibit 8. Franchisee will give its financial institution instructions, in a form Franchisor provides or approves, and will obtain the financial institutions agreement to follow these instructions. Franchisee will provide Franchisor with copies of these instructions and agreements. The financial institution's agreement may not be withdrawn or modified without Franchisor's written approval, which approval is within Franchisor's sole discretion. Franchisee will also sign all other forms for fund transfers as Franchisor or the financial institution may request.

Franchisor may require Franchisee's financial institution to send a monthly statement of all activity in the designated account to Franchisor at the same time it sends statements to the Franchisee. Franchisor may further require Franchisee's financial institution to send any other reports of activity in the Franchisee's Operating Account to Franchisor as Franchisor reasonably determines and requests. Franchisee shall execute any documents Franchisor's or Franchisee's bank requires to establish and implement the Electronic Depository Transfer Account.

If Franchisee maintains any other bank accounts for the Franchised Business, Franchisee must identify these accounts to Franchisor and provide Franchisor with copies of the monthly statements for all of these accounts and the details of all deposits and withdrawals to those accounts along with access to those accounts as set forth in the above paragraphs.

Every week, Franchisee shall make timely deposits to the account sufficient to cover amounts owed to Franchisor prior to the date such amounts are due. Franchisee shall execute any documents Franchisor's or Franchisee's bank requires to establish and implement the Electronic Depository Transfer Account. Once established, Franchisee shall not close the Electronic Depository Transfer Account without Franchisor's written consent and the establishment of a replacement Electronic Depository Transfer Account.

Section 3.6 Technology Fee

Franchisee shall pay a Technology Fee monthly, on the first Monday of the month, for so long as this Agreement shall be in effect, Franchisee shall pay to Franchisor through deductions from Gross Sales without offset, credit or deduction of any nature, the Technology Fee for the preceding month.

In addition, Franchisor requires Franchisee to purchase through Ramisons and/or Newsworthy Concepts the approved point of sale system ("POS"). Franchisee will be responsible for any ongoing upgrades or updates to the POS, ongoing maintenance packages, and computer and software packages after installation.

Franchisee shall: (1) use proprietary software programs, as may be developed and prescribed by Franchisor, including system documentation manuals and other proprietary materials now and hereafter developed by Franchisor, in connection with the operation of the Business; (2) execute Franchisor's standard software license agreement, if necessary; (3) input and maintain in Franchisee's computer such data and information as Franchisor prescribes in the Manuals, software programs, documentation or otherwise; and (4) purchase new, different or upgraded software programs, system documentation manuals and other proprietary materials at then-current prices (except as provided in this Section), whenever Franchisor adopts such new, different or upgraded programs, manuals and materials system-wide; provided that, with respect to any required purchase of new, different or upgraded software programs (i) Franchisee shall be required to purchase any such program only after it has been tested and implemented in Franchisor-owned Businesses, if any such Businesses then exist, and (ii) Franchisee shall be notified of the required purchase no less than thirty (30) days before Franchisee is required to implement the program.

Franchisor has the right to independently access all information collected or compiled by or in accordance with Franchisee's use of any of the software packages at any time without first notifying Franchisee. Franchisee must update or upgrade any and all hardware and software as Franchisor deems necessary.

Franchisor requires that Franchisee have a business telephone, telephone line, facsimile, security system, camera system, and phone service, specifications of which shall be located in the Manual(s). Franchisee shall pay third party providers for phone service, security, and camera systems.

Section 3.7 Late Fees

Although each failure to pay monies when due is an Event of Default, to encourage prompt payment and to cover the costs involved in processing late payments or where Franchisee's bank account has insufficient funds, if any payment under this Agreement or any other agreement between Franchisor or its Affiliates and Franchisee for the Franchised Business is overdue for any reason or if Franchisee's bank account has insufficient funds to cover any payment due, Franchisee must pay to Franchisor, in addition to the original amount due, a late fee of One Hundred Dollars ($100.00) plus two percent (2%) interest compounded per day until the amount due is paid in full. If any fee owed by Franchisee is overdue by more than fourteen (14) calendar days, after notice has been sent by Franchisor, Franchisor may immediately terminate this Agreement.

Franchisee shall pay Franchisor for all costs incurred by Franchisor in the collection of any unpaid and past due Royalty Fees, Advertising Fees or any other amounts due Franchisor, including reasonable accounting and collection fees. This Section shall not constitute an agreement by Franchisor to accept any payments after the due date or a commitment by Franchisor to extend credit to or otherwise finance Franchisee.

Section 3.8 Application of Payments

No payment by Franchisee or acceptance by Franchisor of any monies under this Agreement for a lesser amount than due shall be treated as anything other than a partial payment on account. Any endorsement, statement or communication by Franchisee to the effect that Franchisee's payment of a lesser amount than due constitutes full payment shall be given no effect and Franchisor may accept the partial payment without prejudice to any rights or remedies it may have against Franchisee. Franchisor's acceptance of payments by Franchisee other than as set forth in this Agreement shall not constitute a waiver of Franchisor's right to demand payment in accordance with the requirements of this Agreement. Notwithstanding any designation by Franchisee, Franchisor shall have the right to apply any payments by Franchisee to any past due indebtedness of Franchisee for Royalty Fees, Advertising Fees, purchases from Franchisor or its Affiliates, or any other amount owed to Franchisor in any proportion or priority. Franchisor's acceptance of payment from any entity other than the named Franchisee shall be deemed to be payment by the named Franchisee and shall not be deemed to be recognition or substitution of the paying entity for the named Franchisee.

Section 3.9 No Withholding

Franchisee agrees that under no circumstances will franchisee withhold or suspend payment of, or reduce the amount of the Royalty Fee, Advertising Fees or purchases payable under this Agreement. Notwithstanding the foregoing, if You dispute in good faith the amount of an individual payment due under this Agreement, You may pay only the amount You believe is due, provided that You give Us prompt notice of the reasons You dispute the amount of the payment and proceed to make good faith efforts to resolve the dispute.

ARTICLE 4 - TERM OF AGREEMENT AND RENEWAL

Section 4.1 Initial Term

This Agreement shall take effect as of the date of the execution hereof (the "Effective Date"), and the initial term ("Initial Term") hereof shall extend until the earlier of (1) the date that is precisely ten years (10) years from the Effective Date, or (2) the date on which this Agreement terminates pursuant to Section 16 hereof, or (3) the expiration of Franchisee's lease of the Location.

Section 4.2 Renewal

Subject to the conditions below, Franchisee has the right to obtain a successor franchise at the expiration of the term of this Agreement by entering into a new Franchise Agreement with Franchisor and paying the Renewal fee equal to Twenty Five Percent ($8,750.00) of Then current Initial Fee. Franchisee's right to a successor franchise is limited to one (1) successive term of 05 years ("Renewal Term"). To qualify for a successor franchise, each of the following conditions must have been fulfilled and remain true as of the last day of the term of this Agreement:

i. Franchisee shall give Franchisor written notice of such election to renew not less than Nine (9) months prior to the end of the Initial Term;

ii. Franchisee shall schedule to attend a refresher training and certification course with Franchisor at Franchisor's next available training;

iii. At least 90 days (90) days prior to the expiration of the Initial Term, Franchisor shall have the right to inspect the Location and give notice of all required maintenance, refurbishing, renovating, and remodeling and Franchisee shall agree to complete at its expense and to Franchisor's satisfaction, all maintenance, refurbishing, renovating, and remodeling required by Franchisor's notice no later than thirty (30) days after expiration of the Initial Term;

iv. Franchisee shall not be in material default of any provision of this Agreement, or any amendment hereof, or any Agreement Franchisee has with Franchisor, and shall at all times have substantially complied with all the terms and conditions of this Agreement during the term hereof or fully cured all Noticed Default(s);

v. Franchisee shall have satisfied all monetary obligations owed by Franchisee to Franchisor and its subsidiaries and affiliates and shall have timely met such obligations throughout the Initial Term;

vi. Not less than thirty (30) days prior to the expiration of the Initial Term, Franchisee shall execute Then-current form of Franchise Agreement being used by Franchisor, which may have terms that are materially different than the terms of Then-current Franchise Agreement;

vii. Franchisee shall comply with Franchisor's then-current criteria for operation of a Franchise Business;

viii. Franchisee shall submit themselves and any Manager(s) to drug tests and background checks, and submit the results to Franchisor for recordkeeping prior to the natural end of the Initial Term;

ix. Both parties shall execute a general release of all claims against each other which accrued or may have accrued during the Term, whether or not such claim had yet been discovered by the parties; and

x. Franchisee shall present evidence satisfactory to Franchisor that it has the right to remain in possession of the Location, has valid Licenses, or certifications as applicable, passed new Background Checks, as required, or another suitable location or licensure needs approved by Franchisor according to its then-current criteria for the duration of the Option Term;

xi. Franchisee shall submit written documentation establishing that all certifications required during the Initial Term are in good standing and shall remain in good standing for the duration of the Option Term.

The Initial Term and any Option Term collectively may be referred to herein as the "Term" of this Agreement.

ARTICLE 5 - APPROVED LOCATION

Section 5.1 Selection of Site

Franchisee shall promptly select a site for the Franchised Business and shall notify Franchisor of such selection by submitting Franchisor’s Site Selection form with all supporting data and attachments. If Franchisor approves such selection, the site shall be designated as the Approved Location. If Franchisor does not approve of such selection, Franchisee shall select and notify Franchisor of new sites until Franchisor approves a site for the Franchised Business. Franchisor shall provide Franchisee with general guidelines to assist Franchisee in selecting a site suitable for the Approved Location. Franchisor has the right to approve or disapprove a proposed location based on such factors as it deems appropriate, including, without limitation: the condition of the premises; demographics of the surrounding area; proximity to other The Pizza Press ™ Businesses and competitors; lease requirements; proximity to a population of at least 25,000 people in a suburban area and at least 10,000 in a densely populated metropolitan area.; and overall suitability. Franchisor shall notify Franchisee of its approval or disapproval of a proposed site within thirty days (30) calendar days after Franchisor receives all requested information from Franchisee. If the Franchisor fails to respond in writing to the Selection of Site request within thirty days (30) calendar days, the site is deemed approved.

Franchisor does not represent that it, or any of its Affiliates, owners or employees, have special expertise in selecting sites. Neither Franchisor's assistance nor its approval is intended to indicate or indicates that the Franchised Business will be profitable or successful at the Approved Location. Franchisee is solely responsible for identifying the Approved Location and assumes all risks with respect to the selection of the Approved Location.

Section 5.2 Failure to Select a Site

Franchisee will continue selecting sites until the Franchisor has approved the site to be the Approved Location for Franchisee or until Franchisor selects a site on behalf of Franchisee.

Section 5.3 Lease of Approved Location

After the designation of the Approved Location (and if the site is to be leased or purchased), Franchisee shall execute a lease for, or a binding agreement to purchase, the Approved Location, the terms of which must have been previously approved by Franchisor in writing. Franchisor shall not unreasonably withhold its approval.

Franchisor will coordinate with Franchisee and our then current approved Commercial Broker, CCIM / vendor to assist Franchisee in locating an appropriate location for Franchisee's business within the Territory. Franchisee shall have the option to hire the Commercial Broker for negotiation and other services for the commercial lease or commercial purchase. After the CCIM and Franchisee locate the best 1-3 locations, Franchisor shall have final approval, prior to the location being designated as the Approved Location.

After the designation of the Approved Location (and if the site is to be leased or purchased), Franchisee shall execute a lease for, or a binding agreement to purchase, the Approved Location, the terms of which must have been previously approved by Franchisor in writing. Franchisor shall not unreasonably withhold its approval.

Franchisor's review of a lease or purchase agreement, or any advice or recommendation offered by Franchisor, shall not constitute a representation or guarantee that Franchisee will succeed at the Approved Location nor constitute an expression of Franchisor's opinion regarding the terms of such lease or purchase agreement.

Franchisor shall be entitled to require that nothing therein contained is contradictory to, or likely to interfere with, Franchisor's rights or Franchisee's duties under this Agreement. Franchisee shall take all actions necessary to keep the lease, if any, of the Approved Location in full force while this Agreement is in effect. Any default for which the lease may be terminated shall also be deemed a default of this Agreement and the time to cure the same shall expire when the lease is terminated. Franchisor has the right to require that the lease for the Approved Location be collaterally assigned by Franchisee to Franchisor, pursuant to the terms of its standard collateral assignment of lease form, to secure performance by Franchisee of its obligation under this Agreement. Franchisor's approval of a lease shall be conditioned upon Franchisee's and the Landlord's execution of the Lease Addendum attached as Exhibit 12.

Section 5.4 Development of Approved Location

Franchisor shall make available to Franchisee, at no charge to Franchisee, copies of standard plans, but not blueprints, for the development of a The Pizza Press® Business, including exterior and interior design and layout, fixtures, equipment, décor and signs, if a build-out is required at the Approved

Location. Such standard plans and specifications as well as Franchisee's particular plans and specifications are subject to alteration as Franchisor deems necessary, or as Franchisee's local or state law requires. Franchisee shall cause the Approved Location to be developed, equipped and improved in accordance with such plans within twelve (12) months after the Effective Date. In connection with the development of the Approved Location, Franchisee shall:

i. work directly with the Project Manager to ensure the timely completion of requirements for the build-out of the franchised location;

ii. employ an approved competent licensed architect or engineer;

iii. obtain all zoning classifications and clearances which may be required by state and local laws, ordinances or regulations;

iv. obtain all building, utility, sign, health, and business permits and licenses, and any other permits and licenses required for the build-out and operation of the Franchised Business and certify in writing and provide evidence to Franchisor that all such permits and certifications have been obtained;

v. employ a qualified, licensed general contractor to complete construction of all required improvements to the Approved Location;

vi. purchase any supplies or inventory, necessary for the operation of the Franchised Business;

vii. purchase and install all equipment, signs, furniture and fixtures, including any computer equipment and Point of Sale systems, required for the operation of the Franchised Business from Approved Suppliers;

viii. install outdoor signage in compliance with Franchisor's then current specifications;

ix. provide a monthly written report to Franchisor, on Franchisor's prescribed form, describing the activities begun, completed and, if not completed, the percentage completed in connection with the development of the Approved Location; and

x. establish a persistent broadband with a minimum download speed of 756 kbps and a minimum upload speed of 256 kbps with static Internet protocol address or a persistent high-speed Internet access with a minimum download speed of 756 kbps and a minimum upload speed of 256 kbps and obtain at least two (2) telephone numbers and one (1) facsimile number solely dedicated to the Franchised Business.

If Franchisee is unable to commence the operation of the Franchised Business due to circumstances beyond Franchisee's reasonable control, then Franchisee may be entitled to such additional time as may be reasonably required and as to which Franchisor may consent, provided such request for extension is provided to Franchisor in writing at least ten (10) months after the Effective Date.

Section 5.5 Failure to Develop Approved Location

Should Franchisee fail to develop the Approved Location for the Franchised Business within twelve (12) months after the Effective Date, Franchisor has the right to terminate this Agreement with no refund to Franchisee of any amounts.

Section 5.6 Opening

Before opening the Franchised Business and commencing business, Franchisee must:

i. fulfill all of its obligations pursuant to the other provisions of this Section 5.6;

ii. furnish Franchisor with copies of all insurance policies required by this Agreement and by the lease (if the Approved Location is leased), or such other evidence of insurance coverage and payment of premiums as Franchisor may request;

iii. complete initial training to the satisfaction of Franchisor;

iv. hire and train the personnel necessary or required for the operation of the Franchised Business;

v. obtain all necessary permits and licenses;

vi. purchase all Opening Project inventory not purchased pursuant to Section 5.4, as stated in Section 8.2;

vii. if Franchisee is a business entity, Franchisee has caused each of its stock certificates or other ownership interest certificates to be conspicuously endorsed upon the face thereof a statement in a form satisfactory to Franchisor that such ownership interest is held subject to, and that further assignment or transfer thereof is subject to, all restrictions imposed upon transfers and assignments by this Agreement; and

viii. pay in full all amounts due to Franchisor, or execute the Promissory Note if applicable for any amounts due Franchisor.

Franchisee shall comply with these conditions and be prepared to continuously operate the Franchised Business within 12 months after the Effective Date. Franchisee shall have the Grand Opening approximately two (2) days later after opening of site. Time is of the essence.

Section 5.7 Use of Approved Location

Franchisee shall not use the Approved Location for any purpose other than for the operation of a The Pizza Press® Business in full compliance with this Agreement and the Manual.

Franchisor may use Franchisee location as a training facility upon notice. If Franchisor elects to use the Franchised Business for training, Franchisor shall provide to Franchisee, in lieu of payment, which shall be considered payment in full, for use of the facilities: 1) the ability for Franchisee to enroll Franchisee's employees or contractors into the training class being taught by Franchisor at Franchisee's location. There is no limit on the number of times during this Agreement that Franchisor may use the Franchised Business.

Section 5.8 Relocation

Franchisee shall not relocate the Franchised Business without the prior written consent of Franchisor. If the lease for the Approved Location expires or terminates through no fault of Franchisee or if the Franchised Business's premises is destroyed, condemned or otherwise rendered unusable or as otherwise may be agreed upon in writing by Franchisor and Franchisee, Franchisor may allow Franchisee to relocate the Franchised Business. Any such relocation shall be at Franchisee's sole expense, and shall proceed in accordance with the requirements set forth in Sections 5.1 through 5.6 with the timeframes set forth therein, modified in the sole discretion of the Franchisor, to reflect the new circumstances. Franchisor has the right to charge Franchisee for any costs incurred by Franchisor in providing assistance to Franchisee, including, but not limited to, legal and accounting fees. Notwithstanding the foregoing, Franchisor has no obligation to provide relocation assistance. If no relocation site meets with Franchisor's approval, this Agreement shall terminate as provided in Section 16.4.

ARTICLE 6 - PROPRIETARY MARKS

Section 6.1 Ownership

Franchisee's right to use the Marks is derived solely from this Agreement, is nonexclusive and is limited to the conduct of business by Franchisee pursuant to, and in compliance with, this Agreement and all applicable standards, specifications and operating procedures prescribed from time to time by Franchisor including those set forth in the Manual. Any unauthorized use of the Marks by Franchisee is a breach of this Agreement and an infringement of the rights of Franchisor in and to the Marks. Franchisee's use of the Marks, and any goodwill created thereby, shall inure to the benefit of Franchisor. Franchisee shall not at any time acquire an ownership interest in the Marks by virtue of any use it may make of the Marks. This Agreement does not confer any goodwill, title or interest in the Marks to Franchisee. Franchisee shall not, at any time during the term of this Agreement or after its termination or expiration, contest the validity or ownership of any of the Marks or assist any other person in contesting the validity or ownership of any of the Marks.

Section 6.2 Limitations on Use

Franchisee must use the Marks as the sole trade identification of the Franchised Business, and in accordance with Exhibit 6, attached hereto. Franchisee shall not use any Mark or portion of any Mark as part of any business entity name. Franchisee shall obtain such fictitious or assumed name registrations as may be required under applicable law to do business as a Franchised Business, for example, Jane Doe d/b/a Pizza Press of [Your Location]. Franchisee shall not use any Mark in connection with the sale of any unauthorized product or service or in any other manner not expressly authorized in writing by Franchisor. Franchisee shall give advanced written notice to Franchisor before filing applications for trademark and/or service mark registrations. Franchisee shall obtain such fictitious or assumed name registrations as may be required under applicable law to do business as a Franchised Business. Franchisee shall not register or seek to register as a trademark or service mark, either with the United States Patent and Trademark Office or any state or foreign country, any of the Marks or a trademark or service mark that is confusingly similar to any Mark licensed to Franchisee. Franchisee shall include on its letterhead, forms, cards and other such identification, and shall display at the Approved Location, a prominent notice stating that the Franchised Business is an "Independently Owned and Operated "Pizza Press" of RMS Franchise Group, Inc.

Franchisor has the sole right to maintain Social Media sites and/or applications including, but not limited to: Twitter, Facebook, LinkedIn and other sites or applications that Franchisor may establish. Franchisor does not allow Franchisee to establish or utilize Social Media sites or applications for business purposes. Franchisee and Franchisee's employees do not have the right to utilize the Marks on any Social Media sites and/or applications, even if made from a personal Social Media account. Further, any representations from Franchisee or Franchisee's employees regarding Franchisee's profits or earnings made on any Social Media site or application, even if made from a personal Social Media account, is deemed a breach of Confidential Information under this Franchise Agreement.

Section 6.3 Notification of Infringements and Claims

Franchisee shall immediately notify Franchisor of any infringement of the Marks or challenge to its use of any of the Marks or claim by any person of any rights in any of the Marks. Franchisee shall not communicate with any person other than Franchisor and Franchisor's counsel in connection with any such infringement, challenge or claim; provided, however, Franchisee may communicate with Franchisee's counsel at Franchisee's expense. Franchisor has the right to take such action as it deems appropriate and the right to exclusively control any settlement, litigation or other proceeding arising out of any infringement, challenge, or claim or otherwise relating to any of the Marks. Franchisee shall execute any and all instruments and documents, render such assistance, and do such acts and things as may, in the opinion of Franchisor's counsel, be necessary or advisable to protect and maintain Franchisor's interests in any such litigation or other proceeding or to otherwise protect and maintain Franchisor's interest in the Marks.

Section 6.4 Indemnification for Use of Marks

Franchisor shall reimburse Franchisee for all expenses reasonably incurred by Franchisee in any trademark or similar proceeding disputing Franchisee's authorized use of any Mark, provided Franchisee has timely notified Franchisor of such proceeding, agreed to be a witness in any legal proceeding and has complied with this Agreement and Franchisor's directions in responding to such proceeding. At Franchisor's option, Franchisor or its designee may defend and control the defense and settlement of any proceeding arising directly from Franchisee's use of any Mark. This indemnification shall not include the expense to Franchisee for removing signage or discontinuance of the use of the Marks. This indemnification shall not apply to litigation between Franchisor and Franchisee wherein Franchisee's use of the Marks is disputed or challenged by Franchisor. This indemnification shall not apply to any separate legal fees or costs incurred by Franchisee in seeking independent counsel separate from the counsel representing Franchisor and Franchisee in the event of litigation disputing Franchisor and Franchisee's use of the Marks.

Section 6.5 Discontinuance of Use

If Franchisor deems it necessary for Franchisee to modify or discontinue use of any of the Marks, and/or use one (1) or more additional or substitute trade names, trademarks, service marks or other commercial symbols, Franchisee shall comply with Franchisor's directions within thirty (30) days after notice to Franchisee by Franchisor and subject to the limitations in Section 13.2. Franchisor shall not be required to reimburse Franchisee for its expenses in modifying or discontinuing the use of a Mark or any loss of goodwill associated with any modified or discontinued Mark or for any expenditures made by Franchisee to promote a modified, additional or substitute Mark.

Section 6.6 Right to Inspect

To preserve the validity and integrity of the Marks and any copyrighted materials licensed herein, and to ensure that Franchisee is properly employing the Marks in the operation of the Franchised Business, Franchisor and its designees have the right to enter and inspect the Franchised Business and the Approved Location at all reasonable times and, additionally, have the right to observe the manner in which Franchisee renders services and conducts activities and operations, and to inspect facilities, equipment, accessories, products, supplies, reports, forms and documents and related data to ensure that Franchisee is operating the Franchised Business in accordance with the quality control provisions and performance standards established by Franchisor. Franchisor and its agents shall have the right, at any reasonable time, to remove sufficient quantities of products, supplies or other inventory items offered for retail sale, or used in rendering services, to test whether such products or items meet Franchisor's then-current standards. Franchisor or its designee has the right to observe Franchisee and its employees during the operation of the Franchised Business, to interview and survey clients and employees by any means it chooses, including in person, by secret shoppers, mail, telephone, video conference, the Internet, Social Media or e-mail, and to photograph or video tape or by using web cameras to monitor the premises.

Section 6.7 Franchisor's Sole Right to Domain Name

Franchisee shall not advertise on the Internet using, or establish, create or operate an Internet site or website using a domain name or uniform resource locator containing, the Mark or the words "The Pizza Press" or any variation thereof without Franchisor's prior written approval. An Affiliate, Ramisons, Inc., is the sole owner of all right, title and interest in and to such domain names as Franchisor shall designate in the Manual including, but not limited to, www.thepizzapress.com, which Ramisons, Inc., has licensed to Franchisor the right to utilize the foregoing domain name(s).

ARTICLE 7 - TRADE SECRETS AND OTHER CONFIDENTIAL INFORMATION

Section 7.1 Confidentiality of Trade Secrets and Other Confidential Information

Franchisee acknowledges Franchisor owns copyrights in the Manual, Franchisor's website (but not the domain names referred to above), and other copyrightable items that are part of the System. Franchisee acknowledges that while Franchisor claims copyrights in these and similar items, Franchisor has not registered, and is not required to register these copyrights with the United States Registrar of Copyrights. Franchisor shall disclose Trade Secrets and other Confidential Information to Franchisee during the training program, through the Manual, and as a result of guidance furnished to Franchisee during the term of this Agreement. Franchisee shall not acquire any interest in the Trade Secrets or other Confidential Information, other than the right to use it in the development and operation of the Franchised Business and in performing its duties during the term of this Agreement. Franchisee acknowledges that the use or duplication of the Trade Secrets or other Confidential Information in any other business venture would constitute an unfair method of competition. Franchisee acknowledges the Trade Secrets and other Confidential Information are proprietary and are disclosed to Franchisee solely on the condition that Franchisee and any Covered Person: (a) shall not use the Trade Secrets or other Confidential Information in any other business or capacity; (b) shall maintain the absolute confidentiality of the Trade Secrets and other Confidential Information during and after the term of this Agreement; (c) shall not make any unauthorized copies of any portion of the Trade Secrets or other Confidential Information disclosed in written or other tangible form; and (d) shall adopt and implement all reasonable procedures prescribed from time to time by Franchisor to prevent unauthorized use or disclosure of the Trade Secrets and other Confidential Information. Franchisee shall enforce this Section as to its employees, agents, representatives and Covered Persons, and shall be liable to Franchisor for any unauthorized disclosure or use of Trade Secrets or other Confidential Information by any of them. Franchisee shall only divulge Trade Secrets or other Confidential Information to individuals who must have access to it in order to operate the Franchised Business, and shall follow the requirements of Section 7.4 in doing so.

Franchisor claims common law rights, copyright protection and trade dress for the Manual, guidelines, photographs, product names, signage, promotional materials, training materials, this Agreement and any other documents, materials and items for the general ambiance and decor used in the operation of the System and The Pizza Press® Businesses. All information is proprietary and this Agreement requires Franchisee to keep such information confidential. Franchisee agrees not to contest, directly or indirectly, Franchisor's ownership, title, right or interest in Franchisor's common law rights, copyrights, trade dress, Trade Secrets, Confidential Information, the System, methods, procedures or any other intellectual property rights that are part of Franchisor's System or contest Franchisor's sole right to register, use or license others to use, except as limited by this Agreement, the common law rights, copyrights, trade dress, Trade Secrets, Confidential Information, System, methods, procedures or any other intellectual property rights that are a part of Franchisor's System.

Section 7.2 Additional Developments

All ideas, concepts, know-how, techniques, advertising or materials concerning the System or developed, in whole or in part, using Trade Secrets or other Confidential Information, whether or not protectable intellectual property and whether created by or for Franchisee or its owners or employees, or other Covered Persons, shall be promptly disclosed to Franchisor and shall be deemed the sole and exclusive property of Franchisor and works made-for-hire for Franchisor, and no compensation shall be due to Franchisee or its owners or employees therefore. Further, any advertising materials Franchise submits to Franchisor for review will become Franchisor's property, and Franchisor may use or distribute these materials in any manner Franchisor deems appropriate, without compensation to Franchisee. Franchisor has the right to incorporate such items into the System and/or disclose them to other franchisees and other persons or entities. To the extent any item does not qualify as a "work made-for-hire" for Franchisor, Franchisee shall assign, and by this Agreement, does assign, ownership of that item, and all related rights to that item, to Franchisor and shall sign any assignment or other document as Franchisor requests to assist Franchisor in obtaining or preserving intellectual property rights in the item. Franchisor shall disclose to Franchisee concepts and developments of other franchisees that are made part of the System. As Franchisor may request, Franchisee shall take all actions to assist Franchisor's efforts to obtain or maintain intellectual property rights in any item or process related to the System, whether developed by Franchisee or not.

Section 7.3 Exclusive Relationship

Franchisee acknowledges that Franchisor would be unable to protect the Trade Secrets and other Confidential Information against unauthorized use or disclosure and would be unable to encourage a free exchange of ideas and information among The Pizza Press franchisees if owners of The Pizza Press® Businesses, and Covered Persons were permitted to hold an interest in or perform services for any Competitive Business. Therefore, during the term of this Agreement, neither Franchisee nor Covered Persons, either directly or indirectly, for themselves, or through, on behalf of or in conjunction with any person, partnership, corporation, Limited Liability Company or other business entity, shall:

i. divert or attempt to divert any customer, employee or other business associate of the Franchised Business, Franchisor, its Affiliate(s) or any other franchisee to any Competitive Business or solicit or otherwise attempt to induce or influence any customer, employee or other business associate of any of the foregoing to terminate or modify his, her or its business relationship with the Franchised Business, Franchisor, its Affiliate(s) or any other franchisee, 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 or the System; or

ii. own an interest in, manage, operate, or perform services for any Competitive Business wherever located.

Section 7.4 Non-Disclosure and Non-Competition Agreements with Certain Individuals

Franchisor has the right to require Franchisee and any Covered Person to execute a Non-Disclosure and Non-Competition Agreement, in a form the same as or similar to the Non-Disclosure and Non-Competition Agreement attached as Exhibit 2, upon execution of this Agreement or prior to each such person's affiliation with Franchisee. Franchisee shall use the Manager specific Non-Disclosure Non-Compete Agreement contained in the Manual for all their employed or independently contracted Manager, or one substantially similar in terms and compliant with the Franchisee's state law. Upon Franchisor's request, Franchisee shall provide Franchisor with copies of all non-disclosure and non-competition agreements signed pursuant to this Section. Such agreements shall remain on file at the offices of Franchisee and are subject to audit or review as otherwise set forth herein. Franchisor shall be a third party beneficiary with the right to enforce such agreements.

Section 7.5 Reasonableness of Restrictions

Franchisee acknowledges the restrictive covenants contained in this Section are essential elements of this Agreement and without their inclusion; Franchisor would not have entered into this Agreement. Franchisee acknowledges each of the terms set forth herein, including the restrictive covenants, is fair and reasonable and is reasonably required for the protection of Franchisor, other franchisees, the System and the Marks and Franchisee waives any right to challenge these restrictions as being overly broad, unreasonable or otherwise unenforceable.

ARTICLE 8 - TRAINING AND ASSISTANCE

Section 8.1 Initial Training

Franchisor shall make an initial training program available to the Franchisee and its Manager. After Franchisee has selected a location for the franchised business, Franchisor will initiate Franchisee's training course.

Franchisor training: Prior to opening the Franchised Business, at minimum thirty (30) to sixty (60) days, the Franchisee, and/or the Manager must successfully complete, to Franchisor's satisfaction, the approximate ten (10) calendar day(s) of classroom training and on-the-job initial training program. Instruction pertains to all material aspects of the operation of a The Pizza Press ™ Business, including such topics as: The Pizza Press mission and principles, establishment of your business structure; legal filings; business licenses; banking and checking accounts; insurance; accounting and legal support; computer system and software installation; set up accounting systems; market research; marketing plan; optional establishment of office lease; employment suggestions; incoming call scripts; office administration; administrative management training; trademark usage guidelines; maintenance of quality standards; customer service techniques; record keeping and reporting procedures; other operational issues; resale, transfer, renewals and assignment training; vendor interaction and ordering, and on-the-job training. Franchisor shall conduct the initial training program either in person at its headquarters or at another designated location or locations, as Franchisor requires.

Franchisor shall not charge tuition or similar fees for initial training for franchisee and its Manager, or up to two individuals, however all expenses incurred by Franchisee and its employees in attending such program including, but not limited to, travel costs, room and board expenses and employees' salaries, shall be the sole responsibility of Franchisee. Additional trainees will be at the published rates within the Manual(s).

All travel room, board, and expenses for Franchisor trainers to travel to Franchisees location for any additional training is Franchisee's responsibility. (Franchise Agreement 8.1)

Section 8.2 Opening Project/ Advanced Marketing Training

Franchisor may provide additional training at, or prior to, Franchisees Grand Opening if Franchisee requests it and Franchisor agrees to provide the training, which Franchisor is not required to provide.

Franchisor requires that Franchisee spend a minimum of Ten Thousand Dollars ($10,000) on Franchisees Grand Opening Project and Advertising.

Franchisee shall provide written and photographic proof, if requested by Franchisor, of all opening marketing and Local Advertising performed. Said proof shall be remitted along with the Monthly Gross Sales Report as stated in Section 3.2.

Section 8.3 Failure to Complete Initial Training Program

If Franchisor determines that the Manager is unable to satisfactorily complete the training program described above, Franchisor has the right to terminate this Agreement. If this Agreement is terminated pursuant to this Section 8.3, Franchisor shall return to Franchisee all of the Initial Fee minus an administrative fee of Twenty-Five Hundred Dollars ($2,500.00) plus any costs expended by Franchisor only upon Franchisor's receipt of a general release, the same as the General Release attached as Exhibit 1; provided, however, that if a general release is prohibited, Franchisee shall give the maximum release allowed by law. If Franchisee is a business entity and the Manager fails to complete the initial training program to Franchisor's reasonable satisfaction, Franchisee may be permitted to select a substitute Manager (who must be approved in writing by Franchisor) and such substitute Manager must complete the initial training to Franchisor's satisfaction. Franchisee will be required to pay Franchisor's then-current rates for additional training, currently Five Hundred Dollars ($500.00) per class for an already scheduled class, as set forth in the Manual.

Section 8.4 New Manager

After beginning operations, should Franchisee name a new Manager, Franchisee must notify Franchisor in writing of the identity of the new Manager and Franchisor must approve in writing the new Manager. The new Manager must attend and complete the next available initial training program to Franchisor's satisfaction. Franchisee shall be responsible for all travel costs, room and board, and employees' salaries incurred in connection with the new Manager's attendance at such training. Franchisor reserves the right to require Franchisee to pay Franchisor's then-current rates for additional training, Six Thousand Dollars ($6,000.00) per class for an already scheduled class, for providing the new Manager an initial training program as set forth in the Manual.

Section 8.5 Ongoing Training and Special Assistance

From time to time, Franchisor may provide, and if it does, has the right to require that the Manager, Franchisee's other managers and/or employees attend ongoing training programs or seminars during the term of this Agreement. The fees for ongoing training are Five Hundred Dollars Per Day ($500) per session. Franchisor has the right, but not the obligation, to charge a fee as stated in the manual and updated from time to time for Franchisee to attend an annual convention for the system.

Franchisor shall not require the Manager, Franchisee's other managers and/or employees to attend more than one (1) session(s) in any calendar year and collectively not more than Five (5) days in any calendar year, not including any annual convention that is held by Franchisor. Franchisee shall be responsible for all travel costs, room and board and employees' salaries incurred in connection with the Manager's, Franchisee's other managers' and/or employees' attendance at such training.

Franchisor will provide Franchisee with Ongoing Assistance as Franchisor deems necessary. However, if Franchisee needs Special Assistance, or if Franchisor must deal directly with the Franchisee's client, Franchisee's vendors or others directed by Franchisee, Franchisee will pay the Additional Assistance fee equal to Then-current daily rate as set forth in the Manual, payable by ACH Withdraw, 10th day of the month following the support overage, pursuant to Section 3.5.

Section 8.6 Additional Training

From time to time, Franchisor may provide, and if it does, has the right to require that the Manager, Franchisee's other managers and/or employees attend additional training programs. Franchisor shall charge Five Hundred Dollars ($500.00) per day for additional training for additional trainees at Franchisors facility.

Section 8.7 Temporary Management

Following the death or incapacity of an owner of the Franchised Business, Franchisor may assume operation of the Franchised Business until the deceased or incapacitated owner's interest is transferred to a third party approved by Franchisor, up to a maximum of six (6) months.

Franchisor shall charge the temporary management fee, currently ten percent (10) of the Gross Sales of the Franchised Business, during the time Franchisor is operating Franchisees Franchised Business and Franchisor shall also be entitled to reimbursement of any expenses Franchisor incurs that are not paid out of the operating cash flow of the Franchised Business.

Section 8.8 National or Regional Meetings

Franchisor does not currently hold a National or Regional Meeting but intends to in the future. Once established your attendance will be mandatory. Franchisor will provide Franchisee a minimum of ninety (90) days' notice prior to establishing a National or Regional Meeting. Once established Franchisor will provide annual training at the National or Regional Convention. Franchisor will provide all Entrance Fees costs for up to two people. Franchisees attendance is mandatory. Franchisee shall pay Fifteen Hundred Dollars ($1,500) for two attendees by the first Wednesday in September annually. Additional attendees are recommended and will be billed at Seven Hundred Fifty Dollars ($750.00) per additional attendee. If Franchisee fails to attend the Annual Convention Franchisee will incur an additional non-attendance penalty of Two Thousand Five Hundred Dollars ($2,500.00) as listed in the Manual(s).

ARTICLE 9 - MANUAL

Section 9.1 Loan by Franchisor

While this Agreement is in effect, Franchisor shall lend to Franchisee one (1) copy/copies of the Manual or grant Franchisee access to an electronic copy of the Manual. Franchisee shall conduct the Franchised Business in strict accordance with the provisions set forth in the Manual. The Manual may consist of One (1) or more separate manual(s) and other materials as designated by Franchisor and may be in written or electronic form. The Manual shall, at all times, remain the sole property of Franchisor and shall promptly be returned to Franchisor upon expiration or termination of this Agreement. Franchisee will be charged One Thousand Five Hundred Dollars ($1,500.00) for each Replacement copy of the Manual(s).

Section 9.2 Revisions

Franchisor has the right to add to or otherwise modify the Manual from time to time to reflect changes in the specifications, standards, operating procedures and rules prescribed by Franchisor; provided, however, that no such addition or modification shall materially alter Franchisee's fundamental status and rights under this Agreement. Franchisor may make such additions or modifications without prior notice to Franchisee. Franchisee shall immediately, upon notice, adopt any such changes and shall ensure that its copy of the Manual is up-to-date at all times. If a dispute as to the contents of the Manual arises, the terms of the master copy of the Manual maintained by Franchisor at Franchisor's headquarters shall be controlling.

Franchisee agrees that, because complete and detailed uniformity under many varying conditions may not be possible or practical, Franchisor reserves the right, in its sole discretion and as it may deem in the best interests of all concerned in any specific instance, to vary standards for any Franchisee.

Section 9.3 Confidentiality

The Manual contains Trade Secrets and other Confidential Information of Franchisor, its Affiliate(s), Ramisons, Inc. and Newsworthy Concepts and approved vendors, and its contents shall be kept confidential by Franchisee and all Covered Persons both during the term of the Franchise and subsequent to the expiration and non-renewal or termination of this Agreement. Franchisee shall at all times ensure that its copy of the Manual is available at the Approved Location in a current and up-to-date manner. Whether the Manual is in paper form or stored on computer-readable media, or both, Franchisee shall maintain the Manual in a secure manner at the Approved Location. If the Manual is in electronic form, Franchisee shall maintain the Manual in a password-true file. Franchisee shall only grant authorized personnel, as defined in the Manual, access to the Manual or any key, combination or passwords needed for access to the Manual. All persons whom Franchisee permits to have access to the Manuals or any other Confidential Information must first be required by Franchisee to sign the Confidentiality Agreement provided by Franchisor. Franchisee shall not disclose, duplicate or otherwise use any portion of the Manual in an unauthorized manner.

ARTICLE 10 - FRANCHISE SYSTEM

Section 10.1 Uniformity

Franchisee shall strictly comply, and shall cause the Franchised Business and its employees to strictly comply, with all requirements, specifications, standards, operating procedures and rules set forth in this Agreement, the Manual or other communications supplied to Franchisee by Franchisor.

Franchisee must strictly enforce The Pizza Press Culture and individual appearance requirements and dress code requirements with all employees and independent contractors that Franchisee contracts with or hires, as more specifically stated in the Manual(s).

Franchisor shall treat all franchisees equal. All services and support shall be on a first come first served basis. All franchisees shall enjoy a "favorite franchisee" provision with the Franchisor. Large or multi-unit owners shall not receive any special treatment by Franchisor over single unit Franchisees. If

Franchisor creates or rolls out new System programs, services or benefits, they shall be immediately applicable to all Franchisees in The Pizza Press System, unless Franchisor is conducting a test market study with certain franchisees. All Franchise Agreements shall contain this same provision.

Section 10.2 Modification of the System

Franchisee recognizes that from time to time, Franchisor may introduce, as part of the System, other methods or technology which require certain System modifications including, without limitation, the adoption and use of modified or substitute Marks, new computer hardware and software, equipment, signs or fixtures. Franchisee agrees to make all required upgrades and modifications at its expense as may be required by Franchisor; provided, however, Franchisee shall not be required to make any expenditure that will require Franchisee to spend more than Franchisee's initial investment during the initial term of the Franchise Agreement. If such additional investment is required to be made in the last year of the initial term, Franchisee may avoid making the investment by providing notice of intent not to renew the Franchise Agreement unless the investment is in connection with a modification to the System required by law or court order. Franchisee acknowledges any required expenditures for changes or upgrades to the System shall be in addition to expenditures for refurbishment, remodeling, repairs and maintenance as required in Article 5 of this Agreement.

Section 10.3 Variance

Franchisor has the right to vary standards or specifications for test market purposes or for any franchisee based upon that particular franchisee's qualifications, the peculiarities of the particular site or circumstances, the demographics of the trade area, business potential, existing business practices or any other condition which Franchisor deems to be of importance to the successful operation of any particular The Pizza Press ™ Business. Franchisor shall not be required to disclose or grant to Franchisee a like or similar variance.

ARTICLE 11 - ADVERTISING AND PROMOTIONAL ACTIVITIES

Section 11.1 Local Advertising

Franchisee shall continuously promote the Franchised Business through Local Advertising and participate in any local marketing and promotional programs Franchisor establishes from time to time which includes a graphics package for use on Franchisee's vehicles as specified in the Manuals. ("Local Advertising")

During every one (1) month period after the Franchised Business opens, Franchisee must spend at least Two Thousand Dollars ($2,000) or Two percent (2%) of Gross Sales, whichever is greater, on local advertising, in an effort to assist You to grow your business. Franchisee may choose to spend whatever amount You determine best; however, at no time may You spend less than 2% of the previous months Gross Sales towards your local advertising budget.

On the first Monday of each month or within ten (10) days after the end of each month, whichever occurs first, after the Franchised Business opens, Franchisee will furnish to Us an accurate accounting of the expenditures on Local Advertising for the preceding one month period.

During Franchisees Opening, Franchisee must spend at least Ten Thousand Dollars ($10,000.00) on Grand Opening, including print or news media or direct mail advertising, dues for business organizations, event dues or other solicitation and promotional efforts. Franchisor will provide Franchisee with guidance for conducting Opening Advertising, and Franchisor will review and approve the materials Franchisee uses in Franchisees Opening Advertising. "Opening" includes 30 days prior to opening Franchisees Franchise Business through 60 days after opening Franchisees Franchised Business to the public.

Franchisee must submit to Franchisor, for its prior approval, all advertising and promotional materials to be used by Franchisee. Franchisor shall use reasonable efforts to provide notice of approval or disapproval within thirty (30) days from the date of receipt by Franchisor. If Franchisor does not approve of the submitted materials within thirty (30) days, such materials shall be deemed to have not received the required approval. Franchisee shall not use any marketing or promotional materials prior to receiving written approval by Franchisor. Any advertising materials Franchisee creates will become Franchisor's exclusive property, and Franchisor may use or distribute these materials in any manner Franchisor deems appropriate, without compensation to Franchisee. (Franchise Agreement, Section 11.2 and 12.5).

Section 11.2 Advertising Fee

Franchisor has established an Advertising Fee, which may change with ninety (90) days' notice to Franchisee, which Franchisee must contribute to as defined in Section 3.3. This Marketing Fund shall be maintained and administered by Franchisor or its designee as follows:

i. The program(s) may be local, regional, or System-wide;

ii. Franchisor shall oversee all marketing programs, with sole control over creative concepts, materials and media used in such programs, and the placement and allocation thereof. Franchisor does not warrant that any particular franchisee will benefit directly or pro rata from expenditures by the Marketing Fund. The program(s) may be local, regional or System-wide;

iii. Franchisee's Marketing Fund Contributions may be used to meet the costs of, or to reimburse Franchisor for its costs of producing, administering (including the cost of personnel), maintaining, directing and conducting research and advertising. Advertising shall include without limitation: the cost of preparing and conducting television, radio, billboard, Internet, video, video-streaming, digital signage, audio, magazine, newspaper, direct mail advertising campaigns, conventions and other public relations activities; developing and/or hosting an Internet web page or site and similar activities; employing advertising agencies to assist therein; and providing promotional brochures and other marketing materials to franchisees;

iv. all Advertising Fee Contributions shall be maintained in a separate account(s) from Franchisor's other monies and shall not be used to defray any of Franchisor's general operating expenses, except up to 10% for such reasonable costs and expenses Franchisor may incur in activities reasonably related to the media creation and administration of the Advertising Fee, including the cost of personnel;

v. Franchisor shall endeavor to spend all Advertising Fee Contributions on marketing programs and promotions during Franchisor's fiscal year within which such contributions are made. If excess amounts remain in any Advertising Fee at the end of such fiscal year, all expenditures in the following fiscal year(s) shall be made first out of such excess amounts, including any interest or other earnings of the Advertising Fee, and then out of current contributions;

vi. although Franchisor intends the Advertising Fee, if established, to be of perpetual duration, Franchisor has the right to terminate the Advertising Fee at any time. The Advertising Fee shall not be terminated, however, until all Advertising Fee Contributions and earnings have been expended for advertising and promotional purposes or returned to Franchisee and other franchisees on a pro rata basis based on total Advertising Fee Contributions made in the aggregate by each franchisee;

vii. an accounting of the operation of the Advertising Fee shall be prepared annually and shall be available to Franchisee upon request; however, it is the intention of the Franchisor to provide an unaudited copy of the Advertising Fee accounting to all Franchisees at the annual meeting. Franchisor retains the right to have the Advertising Fee audited, at the expense of the Advertising Fee, by an independent certified public accountant selected by Franchisor; and

viii. Franchisee acknowledges the Advertising Fee is not a trust and Franchisor assumes no fiduciary duty in administering the Advertising Fee.

Section 11.3 Cooperative Advertising

At this time, there is no Cooperative Advertising program option for the Franchisees. Franchisor retains the right to create one at any time in the future.

At this time, there is no Advertising Council option for the Franchisees. Franchisor retains the right to create one at any time in the future.

Section 11.4 Internet Advertising

Franchisee, and any Cooperative Advertising program, may not establish a presence on, or market using, the Internet in connection with the Franchised Business without Franchisor's prior written consent. Franchisor has established and maintains an Internet website at the uniform resource locator, www.thepizzapress.com, which provides information about the System and the services Franchisor, its Affiliates and its franchisees provide. Franchisor will include at The Pizza Press website an interior page containing information about the Franchised Business.

Franchisor retains the exclusive right to advertise or use the Marks on the Internet, including the use of websites, domain names, uniform resource locators, linking, search engines (and search engine optimization techniques), banner ads, video, video-streaming, digital signage, audio, meta-tags, marketing, auction sites, e-commerce and co-branding arrangements. Franchisee may be requested to provide content for Franchisor's Internet marketing and shall be required to follow Franchisor's intranet and Internet usage rules, policies and requirements. Franchisor retains the sole right to approve any linking to, or other use of, The Pizza Press website. Further, Franchisor retains the right to utilize whatever form of advertising that may become available in the future.

Franchisor has the sole right to maintain Social Media sites and/or applications including, but not limited to: Twitter, Facebook, LinkedIn and other sites or applications that Franchisor may establish. Franchisor does not allow Franchisee to establish or utilize Social Media sites or applications for business purposes. Franchisee and Franchisee's employees do not have the right to utilize the Marks, any of the Trade Secrets, the Confidential Information, the common law copyrighted materials including the programs, photographs, program names, signage, promotional materials, Manual, training materials, Franchise Agreements, and/or any other documents, materials and items for the general ambiance and decor used in the operation of the System and The Pizza Press® Businesses on any Social Media sites and/or applications, even if made from Franchisee's personal Social Media account. Further, any representations from Franchisee or Franchisee's employees regarding Franchisee's profits or earnings made on any Social Media site and/or application, even if made from a personal Social Media account, is deemed a breach of Confidential Information under this Franchise Agreement.

Section 11.5 Telephone Directory Advertising

Franchisee is required to list and advertise the telephone number(s) for the Franchised Business in the "white pages" telephone directory distributed in its trade area. Franchisee must be in the directory heading or category as specified by Franchisor.

ARTICLE 12 - ACCOUNTING, RECORDS AND REPORTING OBLIGATIONS

Section 12.1 Records

After the opening date of the Franchised Business, Franchisee shall submit to Franchisor, upon request, the financial, operational and statistical reports and information as Franchisor may require to (i) provide Franchisee with consultation and advice in accordance with this Agreement; (ii) monitor Franchisee's performance under this Agreement and Franchisee's purchases, revenue, operating costs, expenses and profitability; (iii) develop chain-wide or system statistics; (iv) develop new operating procedures; (v) develop new authorized services, remove unsuccessful authorized services, including unsuccessful Approved Suppliers and improve and enhance authorized services; and (vi) implement changes in The Pizza Press System to respond to competitive and marketplace changes.

During the term of this Agreement, Franchisee shall maintain full, complete and accurate books, records and accounts in accordance with generally accepted accounting principles described by Franchisor in the Manual or otherwise in writing. Franchisee shall retain during the term of this Agreement, and for three (3) years thereafter, all books and records related to the Franchised Business including, without limitation, purchase orders, invoices, payroll records, sales tax records, state and federal tax returns, bank statements, cancelled checks, copies of negotiated checks, deposit receipts, cash receipts and disbursement journals, general ledgers, and any other financial records designated by Franchisor or required by law.

Section 12.2 Financial Management

Franchisee shall make available sufficient working capital to permit operation of the Franchised Business in compliance with this Agreement. Franchisee shall pay the debts of, and taxes and assessments against the Franchised Business. Franchisee shall discharge any encumbrance against the Franchised Business within Thirty (30) days of its creation.

Section 12.3 Gross Sales Reports

Franchisee shall maintain an accurate record of Gross Sales and shall deliver to Franchisor by close of business each Monday via facsimile transmission, e-mail or intranet system a signed and verified statement of Gross Sales ("Gross Sales Report") for the previous Monday to Sunday in a form that Franchisor approves or provides in the Manual, which shall be submitted together with the Royalty Fee Technology Fee, and monthly fees when due, as well as any documentation proving You have satisfied the requirements for the Franchisee local advertising and promotions.

Section 12.4 Financial Statements

Franchisee shall supply to Franchisor on or before the first Monday of each month, in a form approved by Franchisor, a balance sheet as of the end of the last day of the preceding month and an income statement for the preceding month and the fiscal year-to-date. Franchisee shall, at its expense, submit to Franchisor within one hundred twenty (120) days after the end of each calendar year, an income statement for the calendar year just ended and a balance sheet as of the last day of the calendar year. Such financial statements shall be prepared in accordance with generally accepted accounting principles applied on a consistent basis. If required by Franchisor, such financial statements shall be compiled, reviewed or audited by a certified public accountant. Franchisee shall submit to Franchisor such other periodic reports in the manner and at the time specified in the Manual or otherwise in writing.

Section 12.5 Other Reports

Franchisee shall submit the Local Marketing Report and the Advertising Fee Contribution Reports weekly along with the Gross Sales Reports as stated in Section 12.3. Franchisee shall submit to Franchisor copies of all state sales tax returns that are required to be filed with the appropriate governmental agency and such other records as Franchisor may reasonably request from time to time or as specified in the Manual. Franchisor shall have the right to release financial and operational information relating to the Franchised Business to Franchisor's prospective franchisees, Franchisor's lenders or prospective lenders, as required with respect to offering Franchisor's or its Affiliate's securities to the public or as required to sell, merge or in any other manner transfer Franchisor's assets or any type of certificates representing an ownership interest in Franchisor. Franchisee shall certify as true and correct all reports to be submitted pursuant to this Agreement.

Section 12.6 Computer/Software/Phone System

Franchisee must purchase, install, update, upgrade and use computer, credit card processing systems, surveillance systems, point-of-sale system, security and camera systems, software and phone systems consisting of hardware and software in accordance with Franchisor's specifications listed in the Manual(s).

In accordance with Franchisor's specifications listed in the Manual(s), Franchisee must purchase, for use in your Franchised Business at least one computer (placement will be discussed in the Manual(s)) with the specified software installed on them. We may require that Franchisee add additional, new or substitute software, replace or upgrade your computer systems and equipment, and enter into maintenance agreements with third parties. Franchisee must acquire, install, and maintain all required anti-virus and anti-spyware software as designated by Us in addition to any email or internet usage policies that We require within thirty (30) days of written notice. Franchisee is solely responsible for updating the manufacturer's software on each device and ensuring that each device is not running old versions of the software.

There is currently only one approved point of sale system that Franchisee will use that satisfies our requirements. Also in accordance with Franchisor's specifications listed in the Manual(s), Franchisee must purchase the approved system through Ramisons and/or Newsworthy Concepts or the Vendor directly, no other sellers are an approved Vendor. We reserve the right to act as collection agent for NCR, Ramisons, or Newsworthy Concepts and collect fees Franchisee owes to them. Franchisee must purchase and install NCR, The Pizza Press version which will include the software and hardware required to operate your Franchised Business. We estimate that the NCR Pizza Press version will cost approximately $10,000 - $17,000 depending upon how many terminals Franchisee wants. Your ongoing NCR updates and/ or maintenance fee is estimated to be $1,000.00; however the manufacturer sets all pricing for NCR.

Presently, We require Franchisee to have QuickBooks accounting system. Franchisee must purchase QuickBooks directly from QuickBooks. In addition, Franchisee must purchase the QuickBooks Learning CD if Franchisee does not currently use QuickBooks. We will have access to the accounting system through QuickBooks remote access to validate the revenue for royalties. (Franchise Agreement Section 3.6)

You must have at least two phones in your franchised business. We reserve the right to act as collection agent for the phone system, and collect fees Franchisee owes. We estimate that the initial phone system will cost approximately $100 to $500 plus a monthly ongoing fee per location payable to a third party vendor depending upon how many phones or phone lines Franchisee wants.

There are other electronic components Franchisee must adhere to. Each location must have a music system on at all times during business hours which play Franchisors preapproved playlists.

Franchisee must use and maintain a security and camera system meeting the specifications specified in the Manual(s).

Franchisor shall have full access to all of Franchisee's computer, software and phone data and systems and all related information by means of continuous direct access, whether in person or by telephone, modem or Internet to permit Franchisor to verify Franchisee's compliance with its obligations under this Agreement. Franchisor shall have the right to independently access Franchisee's entire computer, point-of-sale system, software and phone data and systems and all related information collected or compiled by Franchisee or in accordance with Franchisee's use of the computer, software, and phone systems, at any time, without notifying Franchisee.

Computer systems are vulnerable in varying degrees to computer viruses, bugs, power disruptions, communication line disruptions, internet access failures, internet content failures and similar problems, and attacks by hackers and other unauthorized intruders ("E-Problems"). Franchisor has taken reasonable steps so that E-Problems will not materially affect the Franchisor's business. Franchisor does not guarantee that information or communication systems that Franchisor or others supply will not be vulnerable to E-Problems. It is Franchisee's responsibility to protect itself from E-Problems. Franchisee should also take reasonable steps to verify that its suppliers, third-party vendors, lenders, landlords, and governmental agencies on which it relies, have reasonable protection from E-Problems. This may include taking reasonable steps to secure Franchisee systems (including firewalls, password protection and anti-virus systems) and to provide backup systems.

Section 12.7 Right to Inspect

Franchisor or its designee has the right, during normal business hours, to examine copy and audit the books, records and tax returns (both the business returns and Franchisee personal income tax returns) of Franchisee. If the audit or any other inspection should reveal that any payments to Franchisor have been underpaid, then Franchisee shall immediately pay to Franchisor the amount of the underpayment plus late fees and interest as defined in Section 3.7. If the audit is conducted due to (i) Franchisee's failure to provide required reports to Us, or (ii) if any such inspection or audit reveals an underpayment of Two percent (2) or more of the amount due for any period covered by the audit, then Franchisee shall in addition, reimburse Franchisor for any and all costs and expenses connected with the inspection (including, without limitation, travel expenses and reasonable accounting and attorneys' fees). In addition to any other rights Franchisor may have, including the right to Terminate this Agreement, Franchisor may conduct such further periodic audits and/or inspections of Franchisee's books and records as We reasonably deem necessary for up to one (1) year(s) thereafter at Franchisee's sole expense, including, without limitation, reasonable professional fees, travel, and lodging expenses directly related thereto. The foregoing remedies shall be in addition to any other remedies Franchisor may have.

In the event that there are three 3 deficiencies during any twelve months (12) month period, the second deficiency shall be considered a material default of this Agreement and Franchisor shall have the right to terminate this Agreement without providing Franchisee the opportunity to cure the default.

Section 12.8 Release of Records

At Franchisor's request, Franchisee shall authorize and direct any third parties, including accounting, banking and legal professionals and tax authorities, to release to Franchisor all accounting and financial records arising from or relating to the operation of the Franchised Business including, but not limited to, records evidencing Gross Sales, profits, losses, income, tax liabilities, tax payments, including federal, state and local tax returns, revenues, expenses, and any correspondence, notes, memoranda, audits, business records, or internal accounts within said third parties' possession, custody or control, and to continue to release such records to Franchisor on a monthly basis for the length of the unexpired term of this Agreement plus three 3 years or until such time as Franchisor withdraws its request. Franchisee shall execute all documents necessary to facilitate the release of records referenced herein to Franchisor.

ARTICLE 13 - STANDARDS OF OPERATION

Section 13.1 Authorized Products, Services and Suppliers

Franchisee acknowledges the reputation and goodwill of the System is based in large part on offering high quality services to its customers. Accordingly, Franchisee shall provide or offer for sale, or contract to offer for sale, or use at the Franchised Business only those product items, supplies, and services Franchisor from time to time approves (and which are not thereafter disapproved) and that comply with Franchisor's specifications and quality standards. If required by Franchisor, any such items or services shall be purchased only from "Approved Suppliers" that Franchisor designates or approves (which might include, or be limited to, Franchisor or an Affiliate, or a third party from which Franchisor derives a fee or profit). Franchisee shall not offer for sale, sell or provide through the Franchised Business or from the Approved Location any items or services Franchisor has not approved in writing.

Franchisor shall provide Franchisee, in the Manual or other written or electronic form, with a list of Approved Suppliers for some or all of the specified items and services, and Franchisor may from time to time issue revisions to such list. Franchisor's designation of a particular third party supplier whom Franchisee must purchase, lease or license specified services from does not constitute a representation or warranty of the Approved Supplier's ability to meet Franchisee's requirements nor of the fitness or merchantability of the services sold, leased or licensed by the supplier. Franchisee understands and agrees that its sole remedy in the event of any shortages, delays or defects in the services purchased, sold, leased from a designated third party Approved Supplier shall be against the Approved Supplier, not Franchisor or Franchisor's Indemnitees.

FRANCHISOR AND ITS AFFILIATES DISCLAIM ALL EXPRESS OR IMPLIED WARRANTIES CONCERNING ANY PRODUCTS OR SERVICES PROVIDED BY APPROVED SUPPLIERS, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AVAILABILITY, QUALITY, PRICING OR PROFITABILITY. ALL WARRANTIES ARE DERIVED STRICTLY AND SOLELY FROM THE MANUFACTURERS. Franchisee acknowledges that Franchisor may, under appropriate circumstances, receive fees, commissions, field-of-use license royalties, or other consideration from approved suppliers based on sales to franchisees, which consideration shall be contributed to Franchisor.

Franchisor may exercise its option to act as an intermediary between Franchisee or customer and Approved Supplier. However, this act by Franchisor does not create or constitute an agency relationship, nor an informed intermediary relationship between Franchisor and Approved Supplier and does not subject Franchisor to any liability on behalf of Approved Supplier's warranty nor any product liability under any theory, in any jurisdiction.

If Franchisee desires to utilize any services or products Franchisor has not approved (or for services and products that require supplier approval by Franchisor), Franchisee shall first send Franchisor sufficient information, specifications and samples for Franchisor to determine whether the service or product complies with its standards and specifications or whether the supplier meets its Approved Supplier criteria. Along with the submission of suggested suppliers information Franchisee must submit to Franchisor a Evaluation costs plus travel expenses, up to One Thousand Dollars ($1,000.00) fee, in addition to any costs incurred against Franchisor, for Franchisor to begin the process of reviewing the suggested supplier. Franchisee or supplier shall bear all expenses incurred by Franchisor in connection with test marketing the product to determine whether it shall approve an item, service or supplier. Franchisor will decide, in its sole discretion, within Ninety (90) days after receiving the required information whether Franchisor temporarily approves the supplier. Approval of a supplier may be conditioned on the supplier's ability to provide sufficient quantity of product, quality of products or services at competitive prices, production and delivery capability, and dependability and general reputation. Nothing in this Section shall be construed to require Franchisor to approve any particular supplier, or to require Franchisor to make available to prospective suppliers, standards and specifications Franchisor deems confidential. If Franchisor does not submit approval in writing to the Franchisee within ninety (90) days, the proposed item, service, or supplier is deemed denied.

Notwithstanding anything to the contrary in this Agreement, Franchisor has the right to review from time to time its approval of any items or suppliers. Franchisor may revoke its approval of any item, service or supplier at any time by notifying Franchisee and/or the supplier. Franchisee shall, at its own expense, promptly cease using, selling or providing any items or services disapproved by Franchisor and shall promptly cease purchasing from suppliers disapproved by Franchisor within Thirty (30) days.

Franchisor has the right to designate certain products and services, not otherwise authorized for general use as part of the System, to be offered locally or regionally based upon such factors as Franchisor determines including, but not limited to, franchisee qualifications, test marketing, either for the purpose of customer or operational feedback or evaluation, and regional or local legal differences. Franchisor has the right to give its consent to one or more franchisees to provide certain products or services not authorized for general use as part of the System. Such consent will be based upon the factors set forth in Section 13.1 and shall not create any rights in Franchisee to provide the same products or services.

Section 13.2 Appearance and Condition of the Franchised Business; Refurbishment

Franchisee shall maintain the Franchised Business and the Approved Location in "like new" condition, and shall repair or replace furnishings, equipment, fixtures and signage as necessary to comply with the standards and specifications of Franchisor and Franchisee's lessor and any applicable laws or regulations. The expense of such maintenance shall be borne by Franchisee and shall be in addition to any required System modifications, as described in Section 10.2. Further, Franchisee shall be required to refurbish and update the Approved Location throughout the term of this Agreement as necessary and/or as directed by Franchisor with an overall update every seven (7) years, if The Pizza Press Business is open to vendors, contractors, or the public.

Section 13.3 Ownership and Management

The Franchised Business shall, at all times, be under the direct supervision of Franchisee or a Manager who has successfully completed Franchisor's training program. The Manager shall devote sufficient efforts to the management of the day-to-day operations of the Franchised Business. Franchisee shall keep Franchisor informed, in writing, at all times of the identity of its current Manager. Franchisee must not engage in any business or other activities that will conflict with its obligations under this Agreement.

Section 13.4 Days of Operation

Franchisee shall keep the Franchised Business open for business during normal business hours and on the days specified in the Manual.

Section 13.5 Inspections

Franchisee will permit Franchisor and/or Franchisor's representatives to enter Franchisee's location or office at any time during normal business hours and upon reasonable notice, for purposes of conducting inspections. Franchisee will cooperate fully with Franchisor and/or Franchisor's representatives in inspections by rendering assistance as Franchisor and/or Franchisor's representatives may reasonably request and by permitting them, at their option, to observe how Franchisee is selling the products and rendering the services, to monitor sales volume, to conduct a physical inventory, to confer with Franchisee's employees and customers and to remove samples of any products, supplies and materials in amounts reasonably necessary to return to Franchisors office for inspection and record keeping. The inspections will be performed in a manner that minimizes interference with the operations of your The Pizza Press Business. Franchisor and/or Franchisee may videotape the inspections. Upon notice from Franchisor, and without limiting Franchisor's rights under this agreement, Franchisee will take all necessary steps to correct immediately any deficiencies detected during inspections, including immediately stopping use of any equipment, advertising, materials, products, supplies or other items that do not conform to Franchisor's then current requirements. If Franchisee fails or refuses to correct any deficiency, Franchisor has the right, without any claim to the contrary by Franchisee, to enter Franchisees location or office without being guilty of trespass or any other tort, for the purpose of making or causing to be made all corrections as required, at Franchisee's expense, payable by Franchisee upon demand.

Section 13.6 Licenses and Permits

Franchisee is solely responsible for ensuring that the Franchised Business is designed, constructed or improved, equipped and furnished in accordance with System standards. Franchisee shall secure and maintain in force all required licenses, permits and certificates, including a business license or Franchisee's state's equivalent, necessary for the operation of the Franchised Business and shall operate the Franchised Business in full compliance with all applicable laws, ordinances and regulations, including without limitation all government regulations relating to environmental protection, occupational hazards and health, workers' compensation insurance, unemployment insurance and withholding and payment of federal and state income taxes, social security taxes and sales taxes, if applicable. Franchisor makes no representation to Franchisee with regard to any legal requirements that Franchisee must satisfy or comply with in connection with the operation of the Franchised Business. Franchisee shall be solely responsible for investigating and complying with all such laws, ordinances and regulations with regard to the operation of the Franchised Business.

Section 13.7 Notification of Proceedings

Franchisee shall notify Franchisor in writing of the commencement of any action, suit or proceeding involving Franchisee or the Franchised Business, or of the issuance of any order, writ, injunction, award or decree which may affect the operation or financial condition of the Franchised Business not more than Twenty-four (24) hours after such commencement or issuance. Franchisee shall deliver to Franchisor not more than Seventy-two (72) hours after Franchisee's receipt thereof, a copy of any inspection report, warning, certificate or rating by any governmental agency relating to any law, rule or regulation that reflects a notice of re-inspection by a date certain by the governmental agency or Franchisee's noncompliance or less than full compliance with any applicable law, rule or regulation. Franchisee will provide Franchisor with any information Franchisor requests, within Seventy-two (72) hours of request, about the progress and outcome of events.

Section 13.8 Compliance with Good Business Practices

Franchisee acknowledges that the quality of customer service, and every detail of appearance and demeanor of Franchisee and its employees, is material to this Agreement and the relationship created hereby. Therefore, Franchisee shall endeavor to maintain and require from its employees and contracted personnel, if applicable, high standards of quality and service in the operation of the Franchised Business. Franchisee shall at all times give prompt, courteous and efficient service to customers of the Franchised Business. Franchisee shall immediately resolve any customer complaints regarding the quality of service of the Franchised Business or any similar complaints. When any customer complaints cannot be immediately resolved, Franchisee shall use his/her best efforts to resolve the customer complaints as soon as practicable and shall, whenever feasible, give the customer the benefit of the doubt. The Franchised Business shall in all dealings with its customers, vendors and the general public, adhere to the highest standards of honesty, fair dealing and ethical conduct. If Franchisor, in its sole discretion, determines that its intervention is necessary or desirable to protect the System or the goodwill associated with the System, or if Franchisor, in its sole discretion, believes that Franchisee has failed to adequately address or resolve any customer complaints, Franchisor may, without Franchisee's consent, resolve any complaints and charge Franchisee an amount sufficient to cover Franchisor's reasonable costs and expenses in resolving the customer complaints, which amount Franchisee shall pay to Franchisor immediately on demand. Franchisor has the right to terminate this Agreement for violation of this Section.

Franchisee shall, in all dealings with the customers, suppliers, Franchisor and the public, adhere to the highest standards of honesty, integrity, fair dealing and ethical conduct. Franchisee agrees to refrain from any business or advertising practice which may be injurious to Franchisor's business and the goodwill associated with the Proprietary Marks and other The Pizza Press Businesses. Franchisee and Franchisee's employees shall be required to adhere to all aspects of this Section. Failure to adhere to this section shall result in a default of this Agreement.

Franchisee and Franchisee's owners agree to comply, and to assist Franchisor to the fullest extent possible in our efforts to comply with Anti-Terrorism Laws (defined below). In connection with that compliance, Franchisee and Franchisee's owners certify, represent, and warrant that none of Franchisee's property or interests is subject to being blocked under, and that Franchisee and Franchisee's owners otherwise are not in violation of, any of the Anti-Terrorism Laws. "Anti-Terrorism Laws" mean Executive Order 13224 issued by the President of the United States, the USA PATRIOT ACT, and all other present and future federal, state, and local laws, ordinances, regulations, policies, lists, and other requirements of any governmental authority addressing or in any way relating to terrorist acts and acts of war. Any violation of the Anti-Terrorism Laws by Franchisee or Franchisee's owners, or any blocking of Franchisee or Franchisee owners' assets under the Anti-Terrorism Laws, shall constitute good cause for immediate termination of this Agreement, as provided in Section 17.2 below.

Section 13.9 Uniforms

Franchisee shall abide by any uniform or dress code requirements stated in the Manual or otherwise. Uniforms, or logoed apparel, if required, must be purchased from an Approved Supplier, if such is designated, or if none, then a supplier who meets Franchisor's specifications and quality standards for uniforms or logoed apparel. Failure to wear such designated uniforms shall cause Us to provide Franchisee notice of violations of our systems and procedures and which could, in turn, lead to a notice of termination of this Agreement.

Section 13.10 Credit Cards

Franchisee shall honor all credit cards approved by Franchisor. Franchisee must obtain the prior written consent of Franchisor prior to honoring any previously unapproved credit cards or other credit devices. Franchisee shall keep all communication connections and access to financial and credit card information secure in a manner which is in compliance with all legal requirements and security requirements or issuing credit card companies. Franchisee shall at all times comply with all payment card industry data security standards laws and regulations including any laws applicable to abandoned property and escheat and shall hold Franchisor harmless from any and all claims and liabilities.

Section 13.11 Best Efforts

Franchisee shall use its best efforts to promote and increase the sales and recognition of services offered through the Franchised Business. Franchisee shall require all of Franchisee's independent contractors, employees, Managers, officers, agents and representatives to make a good faith effort to enhance and improve the System and the sales of all services and products provided as part of the System. Best efforts are defined as the full time efforts to better the franchised business. Franchisor will have the sole discretion to issue a Notice of Termination with thirty (30) days right to cure or in the alternative, Franchisee may lose territorial exclusivity.

Franchisee is encouraged to submit suggestions, in writing, to Franchisor for improving elements of the system, including products, services, equipment, service format, advertising and any other relevant matters, that Franchisor considers adopting or modifying standards, specifications and procedures for the system. Franchisee agrees that any suggestions made are Franchisor's exclusive property. Franchisor has no obligation to use any suggestions. If any suggestion is implemented by Franchisor, said suggestion will become part of the system and no compensation is owed to Franchisee. Franchisee may not use any suggestions inconsistent with Franchisee's obligations under this agreement without our written consent.

Section 13.12 Period of Operation

Notwithstanding local law, Franchisee must keep the Franchised Business open to the public and operating during the days and times as set forth in the Manuals.

Section 13.13 Former Franchisees

Franchisee acknowledges that Former Franchisees are in a position to compete unfairly with Franchisor, Franchisee and/or other members of the System, and cause great injury to the reputation of the System and/or the Proprietary Marks. Franchisee therefore agrees as follows:

i. Franchisee will not sell, loan, give or otherwise transfer or deliver to any

Former Franchisee, or allow any Former Franchisee to copy or otherwise obtain, any confidential business information about the System; any advertising or promotional materials produced by the Advertising Fee or by Us or which bear any of the Proprietary Marks; any other of our materials or publications, including, without limitation, the Manual; any directory or roster of franchisees or Approved Suppliers, any other customer lists or mailing lists pertaining in any way to the System; or any other information about The Pizza Press Business or the System which is not available to the public;

ii. Franchisee will not refer prospective Customers to any Former Franchisee;

iii. Franchisee will not notify or advise any Former Franchisee of, or in any other way assist any Former Franchisee in learning about, the date, time and place of any meetings of franchisees;

iv. If Franchisee observes any Former Franchisee using any of the Proprietary Marks in any way, or utilizing business premises or motor vehicles from which the Proprietary Marks and/or distinctive color scheme have not been completely obliterated, Franchisee shall immediately report such observation to Us, along with all details available to Franchisee;

v. Franchisee shall, in general, have no dealings with a Former Franchisee which Franchisee, under this Agreement, could not have with a person who has never been a The Pizza Press Franchisee; and

vi. The provisions of this Section 13.13 shall apply to Franchisee upon notice of the expiration or termination of another Franchisee's Franchise Agreement.

Section 13.14 Franchisees Employees

Franchisee will maintain a competent, conscientious staff and contract or employ the minimum number of individuals necessary to meet the anticipated volume of business and to achieve the goals of the system. Franchisee will take all steps necessary to ensure that Franchisee's contractors and employees meet the employment criteria, keep a neat appearance, and comply with any dress code Franchisor requires, and subject to the requirements of landlords, if applicable. Franchisee is solely responsible for the terms of its employees' employment and independent contractors' compensation and, except for training under this agreement, for the proper training of the employees in the operations of Franchisee's The Pizza Press business. Franchisee is solely responsible for all employment decisions and functions, including contracting, hiring, firing, establishing wage and hour requirements, disciplining, supervising and record keeping. Franchisee will not recruit or hire any employee of a The Pizza Press franchise operated by Franchisor or another Franchisee within the system without obtaining the employer's written permission.

Franchisee and Franchisee's owners agree not to employ or contract with any person working in the United States that is not a United States citizen, or legal alien, during the operation of their The Pizza Press business. Franchisee shall sign the agreement not to employ illegal aliens attached as Exhibit 13. This agreement does not pertain to outside Vendors, the consumer, individuals with documented work visas, or the general public. Franchisee shall submit to Franchisor, upon request, proof of citizenship for any independent contractors, employees, managers, officers, agents and representatives that are involved in the day to day business operation.

Section 13.15 Customer Lists

Franchisee will present to customers any evaluation forms Franchisor requires and will participate and/or request its customers to participate in any marketing surveys performed by or for Franchisor. Franchisee will maintain a current customer list containing each customer's name, address, telephone number and zip code and supply a copy of the list to Franchisor on an as requested basis. Franchisee must participate in any process Franchisor develops to record all customer information. Franchisee retains ownership of Franchisees customer lists. Franchisor will not use Franchisees customer list for any profit or in any activity adverse to, or in competition with, Franchisee for so long as this Agreement is in effect.

ARTICLE 14 - FRANCHISOR'S ADDITIONAL OPERATIONS ASSISTANCE

Section 14.1 General Advice and Guidance

Franchisor shall be available to render advice, discuss problems and offer general guidance to Franchisee by telephone, e-mail, facsimile, newsletters, webinars and other methods with respect to planning, opening and operating the Franchised Business. After initial training, as discussed in Section 8.1, Franchisor shall not charge for this service. Franchisee will be billed, at Franchisors option, for special assistance as defined in Section 8.5 for any advice or guidance needed or given directly to Franchisee's customers, contractors, general contracts or contractual entities. Franchisor retains the right to refuse this service should Franchisee be deemed by Franchisor to be utilizing this service too frequently or in an unintended manner. Franchisor's advice or guidance to Franchisee relative to prices for products and services that, in Franchisor's judgment, constitutes good business practice is based upon the experience of Franchisor, its Affiliates and franchisees in operating The Pizza Press® Businesses.

Franchisee generally has the right to establish prices for the items and services sold within the Franchised Business. Franchisor does have the authority to modify the items and services or system to give Franchisor the right to establish minimum and maximum prices. Any such modification will be in writing. Unless Franchisor modifies the item and services or system, any list or pricing structure furnished to Franchisee is a recommendation only.

Section 14.2 Periodic Visits

Franchisor or Franchisor's representative may make periodic visits, which may be in person, electronic or telephonic, which may be announced or unannounced, to the Franchised Business for the purposes of observation, consultation, assistance and guidance with respect to various aspects of the operation and management of the Franchised Business. Franchisor and Franchisor's representatives who visit the Franchised Business may prepare, for the benefit of either or both Franchisor and Franchisee, written reports detailing any problems or concerns discovered during any such visit and outlining any required or suggested changes or improvements in the operations of the Franchised Business. A copy of any such written report shall be provided to Franchisee. Franchisee shall implement any required changes or improvements as required by Franchisor, and within the time period required by Franchisor, with time being of the essence.

Franchisor or Franchisor's representative will periodically, not less than quarterly, advise and offer general guidance to Franchisee by telephone, email, webinars, facsimile, newsletters, or other methods deemed appropriate by Franchisor. Such advice and guidance may consist of knowledge and experience relating to the authorized services or products, assistance in obtaining consumers, communication of new developments, or improvements to the system, or additions in curriculum, software, supplies, or marketing and sales strategies.

Section 14.3 System Improvements

Franchisor shall communicate improvements in the System to Franchisee as such improvements may be developed or acquired by Franchisor and implemented as part of the System.

Section 14.4 Marketing and Promotional Materials

Franchisor may periodically provide, through the Internet site www.thepizzapress.com or other medium, advertising and promotional materials including ad-slicks, brochures, fliers, menus and other materials in a variety of forms and formats to Franchisee for use in the operation of the Franchised Business.

ARTICLE 15 - INSURANCE

Section 15.1 Types and Amounts of Coverage

If applicable and at its sole expense, Franchisee shall procure within thirty (30) days of the Effective Date, and maintain in full force and effect during the term of this Agreement, the types of insurance listed below. All policies (except any workers' compensation insurance) shall expressly name Franchisor as additional insured's or loss payees and shall contain a waiver of all subrogation rights against Franchisor and its successors and assigns. In addition to any other insurance that may be required by applicable law, or by lender or lessor, Franchisee shall procure:

a) "all risk" property insurance, including business interruption insurance, customarily obtained by similar businesses in your general area to cover, at a minimum, all assets including inventory, furniture, fixtures, equipment, supplies and other property used in the operation of your The Pizza Press Business; and

b) General commercial liability insurance in an amount of not less than $2,000,000.00 per occurrence with a $1,000,000.00 general aggregate; and

c) Comprehensive general liability insurance, including products and contractual, in an amount of not less than $2,000,000.00 per occurrences with a $1,000,000.00 general aggregate; and

d) Workers' compensation insurance for statutory limits and employer's liability insurance in an amount not less than $1,000,000.00; and

e) Professional liability insurance in an amount of not less than $2,000,000.00 per occurrence with a $1,000,000.00 general aggregate; and

f) An umbrella policy in amount of not less than $3,000,000.00.

Section 15.2 Future Increases

Franchisor has the right to reasonably increase the minimum liability protection requirement annually and require different or additional insurance coverage(s) to reflect inflation, changes in standards of liability, future damage awards or other relevant changes in circumstances.

Section 15.3 Additional Insured; Certificates of Coverage

All insurance policies procured and maintained by Franchisee pursuant to this Agreement shall (a) name Franchisor as an additional insured; (b) waive any right to assert a claim back against Franchisor; and (c) undertake to notify Franchisor thirty (30) days in advance of any cancellation or material change in the policy. Franchisee must provide Franchisor with certificates of coverage at least annually. If Franchisee fails to provide the certificate of insurance, Franchisor (in addition to all other rights and remedies) may purchase such insurance in the name of and on behalf of Franchisee, and Franchisee shall immediately reimburse Franchisor's expenses and premiums paid to obtain such insurance.

Section 15.4 Carrier Standards

Such policies shall be written by an insurance company licensed in the State in which Franchisee operates and having at least an "A-" Rating Classification as indicated in the latest issue of A.M. Best's Key Rating Guide.

Insofar and to the extent that this Section may be effective without invalidating it or making it impossible to secure insurance coverage obtainable from responsible insurance companies doing business in the state where Franchisee's The Pizza Press business is located (even though an extra premium may result), both parties agree that, for any loss that is covered by insurance then being carried by them, their respective insurance companies have no right of subrogation against the other.

Section 15.5 Evidence of Coverage

Franchisee's obligation to obtain and maintain the foregoing policies shall not be limited in any way by reason of any insurance which may be maintained by Franchisor, nor shall Franchisee's performance of this obligation relieve it of liability under the indemnity provisions set forth in Section 6.4 and 21.3. Franchisee shall provide annually, certificates of insurance showing compliance with the foregoing requirements. Such certificates shall state that said policy or policies shall not be canceled or altered without at least thirty (30) days prior written notice to Franchisor and shall reflect proof of payment of premiums.

Section 15.6 Failure to Maintain Coverage

Should Franchisee not procure and maintain insurance coverage as required by this Agreement, Franchisor has the right (but not the obligation) to immediately procure such insurance coverage and to charge the premiums to Franchisee, which charges, together with a reasonable fee for expenses incurred by Franchisor in connection with such procurement, shall be payable by Franchisee immediately upon notice.

ARTICLE 16 - DEFAULT AND TERMINATION

Section 16.1 Termination by Franchisee

If Franchisee is in compliance with this Agreement and Franchisor materially breaches this Agreement and fails to commence reasonable efforts to cure such breach within thirty (30) days after receiving written notice identifying the claimed breach, Franchisee has the right to terminate this Agreement unless the breach cannot reasonably be cured within such thirty (30) days. If the breach cannot reasonably be cured in such thirty (30) days, Franchisee has the right to terminate this Agreement only if Franchisor does not promptly undertake and continue efforts to cure such material breach.

Section 16.2 Termination by Franchisor

Non-curable Defaults

Franchisor has the right to terminate this Agreement, without any opportunity to cure by Franchisee, if Franchisee:

i. fails to pay the Initial Franchise Fee or other amounts due to the Franchisor or its Affiliate (or any balance thereof) at the time due within five (5) days after receiving written notice that such fees are overdue;

ii. Fails To Select an Approved Site;

iii. fails to select an approved site for or develop the Franchised Business pursuant to Section 2.2;

iv. fails to have its Manager satisfactorily complete any training program pursuant to Section 8.3;

v. is convicted of or pleads no contest to a crime or offense that would was a violent felony, crimes against a human, domestic abuse charges, animal abuse, elderly abuse, DWI or DUI, any theft charge, or is likely to adversely affect the reputation of Franchisor, Franchisee or the Franchised Business;

vi. discloses, duplicates or otherwise uses in an unauthorized manner any portion of the Manual or any other Confidential Information or the Marks; or

vii. abandons, fails or refuses to actively operate the Franchised Business for five (5) or more consecutive days (unless the Franchised Business has not been operational for a purpose approved by Franchisor), or, if first approved by Franchisor, fails to promptly relocate the Franchised Business following the expiration or termination of the lease for the Approved Location, the destruction or condemnation of the Approved Location or any other event rendering the Approved Location unusable, unless such failure to operate is due to fire, flood, earthquake, or other similar causes beyond the Franchisee's control; or

viii. surrenders or transfers control of the operation of the Franchised Business without Franchisor's approval, makes or attempts to make an unauthorized direct or indirect assignment of the Franchise or an ownership interest in Franchisee, or fails or refuses to assign the Franchise or the interest in Franchisee of a deceased or incapacitated owner thereof as herein required; or

ix. submits to Franchisor on three (3) or more separate occasions at any time during the term of the Franchise any reports or other data, information or supporting records that fail to report and/or understate by more than two percent (2%) any Royalty Fee, or Advertising Fee Contribution for any week or any other fees owed to Franchisor for any applicable accounting period and Franchisee is unable to demonstrate that such understatements resulted from inadvertent error; or

x. is adjudicated as bankrupt, becomes insolvent, commits any affirmative act of insolvency, or files any action or petition of insolvency; if a receiver of its property or any part thereof is appointed by a court; if it makes a general assignment for the benefit of its creditors; if a final judgment remains unsatisfied of record for thirty (30) days or longer (unless *supersedeas* bond is filed); if execution is levied against Franchisee's business or property; if lessor evicts Franchisee from the Approved Location; if a suit to foreclose any lien or mortgage against its Approved Location or equipment is instituted against Franchisee and not dismissed within thirty (30) days or is not in the process of being dismissed; if Franchisor is listed as a creditor in any legal action; or

xi. misuses or makes an unauthorized use of any of the Marks or commits any other act which can reasonably be expected to impair the goodwill associated with any of the Marks; or

xii. receives more than three (3) notices to cure during any twelve (12) consecutive month period of the term of this Franchise Agreement, or repeatedly fails to comply with one or more requirements of the franchise, whether or not corrected after notice; or

xiii. fails on three (3) or more separate occasions within any period of twelve (12) consecutive months to submit reports or other information or supporting records when due, to pay any Royalty Fee, Advertising Fee Contribution, amounts due for purchases from Franchisor and/or any Affiliate, or other payment when due to Franchisor or any Affiliate, whether or not such failures to comply are corrected after notice thereof is delivered to Franchisee; or

xiv. fails, for a period of ten (10) days after notification of noncompliance, to comply with any federal, state, or local law or regulation, including but not limited to all health, safety, building and labor laws or regulations applicable to the operation of the franchise; or

xv. engages in any activity exclusively reserved to Franchisor; or

xvi. negatively communicates or impacts the Franchise system to any current or prospective franchisee, outside of Franchisor sponsored forums; or

xvii. defaults on any lease necessary to running the Franchised business; or

xviii. repeatedly breaches this Agreement and/or repeatedly fails to comply with mandatory specifications, customer service standards or operating procedures prescribed in the Manual, whether or not previous breaches or failures are cured; or

xix. defaults under any other agreement between Franchisor (or any Affiliate) and Franchisee, such that Franchisor or its Affiliate, as the case may be, has the right to terminate such agreement or such agreement automatically terminates; or

xx. makes any material misrepresentations relating to the acquisition of the franchise business or the Franchisee engages in conduct which reflects materially and unfavorably upon the operation and reputation of the franchise business or system; or

xxi. after curing any failure in accordance with Curable Defaults engages in the same noncompliance whether or not such noncompliance is corrected after notice; or

xxii. the Franchisor makes a reasonable determination that continued operation of the franchise by the Franchisee will result in an imminent danger to public health or safety.

Curable Defaults

Except as otherwise provided above in this Section 16.2, Franchisor has the right to terminate this Agreement for Good Cause (as defined in Article 1) in the following breaches and defaults by giving notice of such termination and stating the nature of the default; provided, however, that Franchisee may avoid termination by curing such default or failure (or by providing proof acceptable to Franchisor that Franchisee has made all reasonable efforts to cure such default or failure and shall continue to make all reasonable efforts to cure until a cure is affected if such default or failure cannot reasonably be cured before the effective date of the termination) within the specified period, but the period to exercise the right to cure shall not exceed seventy-five (75) days unless there is a separate agreement between the Franchisor and Franchisee to extend the time:

i. within three (3) days of receiving notice that Franchisee is in noncompliance with any law or regulation;

ii. within five (5) days of receiving notice of Franchisee's failure to pay any amounts due to Franchisor or Advertising Fee Contribution;

iii. within thirty (30) days of receiving notice of Franchisee's failure to comply with any laws or regulations;

iv. within five (5) days of receiving notice of Franchisee's late payment due to Franchisor that is more than one (1) payment overdue;

v. within thirty (30) days of receiving notice that Franchisee has lapsed or lost any certifications required to operate the franchise. Franchisee must provide a Manager who is adequately trained to run the franchised business. If Franchisee does not have someone during the sixty-day period to run the business, Franchisor may terminate this Agreement immediately;

vi. within thirty (30) days of receiving notice that Franchisee fails to complete Initial Training within thirty (30) days of signing the Franchise Agreement;

vii. within thirty (30) days of receiving notice of Franchisee's failure to begin operating the franchised business within twelve (12) months after the Effective Date;

viii. within thirty (30) days of receiving notice that Franchisee fails to maintain the Franchised Business under the primary supervision of a Manager during the one hundred eighty (180) days following the death or incapacity of Franchisee or any holder of a legal or beneficial interest in Franchisee pursuant to Section 18.6;

ix. within thirty (30) days of receiving notice of any other default by Franchisee or upon Franchisee's failure to comply with any mandatory specification, standard or operating procedure prescribed in the Manual or otherwise prescribed in writing.

If any default is not cured within the above time, if a curable default, or for any longer time as applicable law may require, an Event of Default has occurred by Franchisee, and all of Franchisee's rights under this Agreement terminate without additional notice to Franchisee, effective immediately. In addition to the Events of Defaults listed within this Section, an event of Default by Franchisee occurs if Franchisee exhibits deleterious conduct, or fails to comply with any of the covenants or requirements imposed by this Agreement, as it may be revised or supplemented by the Manuals, where the authority has been given to the Manuals by this Agreement or the Franchise Disclosure Document, or to carry out this Agreement in good faith. Franchisee has the burden of proving that Franchisee properly and timely cured any Default, to the extent a cure is permitted under this Agreement.

Notwithstanding any of the above, the Franchisor and Franchisee may agree in writing to terminate the Franchise Agreement.

Section 16.3 Reinstatement and Extension

If provisions of this Agreement provide for periods of notice less than those required by applicable law, or provide for termination, cancellation or non-renewal other than in accordance with applicable law, Franchisor may reinstate or extend the term of this Agreement for the purpose of complying with applicable law by submitting a written notice to Franchisee without waiving any of Franchisor's rights under this Agreement.

Section 16.4 Right of Franchisor to Discontinue Services to Franchisee

If Franchisee is in breach of any obligation under this Agreement, and Franchisor delivers to Franchisee a notice of termination pursuant to Section 16.2, Franchisor has the right to suspend its performance of any of its obligations under this Agreement including, without limitation, the sale or supply of any services or products for which Franchisor or an Affiliate is an Approved Supplier to Franchisee or which Franchisee receives from an Approved Supplier who is not Franchisor, until such time as Franchisee corrects the breach.

Section 16.5 Cross-Defaults, Non-Exclusive Remedies, etc.

Any default by Franchisee regarding this particular franchise unit (or any person/company affiliated with Franchisee) under this Agreement may be regarded as a default under any other agreement between Franchisor (or any of Franchisor's Affiliates) and Franchisee (or any of Franchisee's affiliates). Any default by Franchisee (or any person/company affiliated with Franchisee) under any other agreement, specifically related to this particular franchise unit, including, but not limited to, any lease and/or sublease, between Franchisor (or any of Franchisor's Affiliates) and Franchisee (or any person/company affiliated with Franchisee), and any default by Franchisee (or any person/company affiliated with Franchisee) under any obligation to Franchisor (or any of Franchisor's Affiliates) may be regarded as a default under this Agreement. Any default by Franchisee, specific to this particular franchise unit (or any person/company affiliated with Franchisee) under any lease, sublease, loan agreement, security interest or otherwise, whether with Franchisor, any of Franchisor's Affiliates and/or any third party may be regarded as a default under this Agreement and/or any other agreement between Franchisor (or any of Franchisor's affiliates) and Franchisee (or any of Franchisee's affiliates). This provision specifically excludes a default regarding Franchise Unit #1 having a cross-defaulting effect on Franchise Unit #2, which is not in default based upon its own actions, which is owned by one or more of the same owners, members, partners, shareholders, or unit holders.

In each of the foregoing cases, Franchisor (and any of Franchisor's Affiliates) will have all remedies allowed by law, including termination of Franchisee's rights under the Franchise Agreement (and/or those of any person/company affiliated with Franchisee) and Franchisor's (and/or Franchisor's

Affiliates') obligations under the Franchise Agreement. No right or remedy which Franchisor may have (including termination) is exclusive of any other right or remedy provided under law or equity. Franchisor is free to pursue any rights and/or remedies available.

ARTICLE 17 - RIGHTS AND DUTIES UPON EXPIRATION OR TERMINATION

Section 17.1 Actions to be Taken

Except as otherwise provided herein, upon termination and non-renewal or expiration, this Agreement and all rights granted herein to Franchisee shall terminate and Franchisee shall:

i. immediately cease to operate the Franchised Business and shall not thereafter, directly or indirectly, represent to the public or hold itself out as a present or Former Franchisee of Franchisor;

ii. immediately remove all identifying architectural superstructure and signage on or about the business bearing the Marks, in the manner Franchisor specifies. All property belonging to Franchisor will be held by Franchisee for delivery to Franchisor, at Franchisee's expense. Any signage that Franchisee is unable to remove within one business day of the termination of this Agreement must be completely covered by Franchisee until the time of its removal;

iii. maintain a conspicuous sign at the business in a form specified by Franchisor stating that Franchisee's business is no longer associated with the franchise system and advise all customers or prospective customers telephoning Franchisee's business that the business is no longer associated with the franchise system;

iv. deliver to Franchisor, all information, including any contracts, e-mail transmissions, written memorandums, customer sheets, or any other written or electronic data regarding customer lists or marketing efforts;

v. refrain from taking any action to reduce the goodwill of Franchisee's Customers or potential Customers, towards Franchisor, other Franchisees or any other aspect of the System;

vi. cease to use the Confidential Information, the System and the Marks including, without limitation, all signs, slogans, symbols, logos, advertising materials, stationery, forms and any other items which display or are associated with the Marks;

vii. upon demand by Franchisor, immediately assign (or, if an assignment is prohibited, sublease for the full remaining term, and on the same terms and conditions as Franchisee's lease) its interest in the lease then in effect for the Approved Location to Franchisor. Franchisee shall furnish Franchisor with evidence satisfactory to Franchisor of compliance with this obligation within five (5) days after Termination or expiration of this Agreement. Franchisor has the right to pay rent and other expenses directly to the party to whom such payment is ultimately due, with no liability for any previous months lease payments prior to Franchisor accepting the assignment or sublease;

viii. immediately take such action as may be necessary to cancel or assign to Franchisor, at Franchisor's option, any fictitious or assumed name or equivalent registration filed with state, city or county authorities which contains the name "The Pizza Press" or any other Mark, and Franchisee shall furnish Franchisor with evidence satisfactory to Franchisor of compliance with this obligation within five (5) days after termination or expiration of this Agreement;

ix. pay all sums owing, after the Effective Date of Termination or Expiration of this Agreement through the date that Franchisee completes all post-termination obligations required under this Agreement, to Franchisor, and any Affiliate, which may include, but not be limited to, all damages, liquidated damages, costs and expenses, unpaid Royalty Fees, and Advertising Fee Contributions, or any other amounts due to Franchisor or any Affiliate within five (5) days after Termination or expiration of this Agreement or the date on which Franchisee completes all post-termination obligations required under this Agreement, whichever occurs first;

x. immediately return to Franchisor the Manual(s) and all other Confidential Information including records, files, instructions, brochures, agreements, accounting reports, disclosure statements and any and all other materials provided by Franchisor to Franchisee relating to the operation of the Franchised Business (all of which are acknowledged to be Franchisor's property);

xi. assign all telephone listings and numbers for the Franchised Business to Franchisor and shall notify the telephone company and all listing agencies of the termination or expiration of Franchisee's right to use any telephone numbers or facsimile numbers associated with the Franchised Business or Marks in any regular, classified or other telephone directory listing and shall authorize transfer of same to Franchisor, or its assignee;

xii. keep and maintain all business records pertaining to the business conducted at the Franchised Business for three (3) years after the Effective Date of Termination or Expiration of this Agreement. During this period, Franchisee will permit Franchisor to inspect such business records as frequently as Franchisor deems necessary; and

xiii. comply with the Covenant of Non- Competition attached as Exhibit 2 to this Agreement, and all other applicable provisions of this Agreement.

If Franchisee fails or refuses to comply with the requirements of this Section, Franchisor has the right to enter upon the premises for the purpose of making or causing to be made all changes as may be required, at a reasonable expense (this expense to be paid by Franchisee upon demand) and at Franchisee's sole risk and expense, without responsibility for any actual or consequential damages to Franchisee's property or others, and without liability for trespass or other tort or criminal act. Franchisee agrees that Franchisee's failure to make these alterations will cause an irreparable injury to Franchisor.

Franchisee must notify Franchisor in advance if Franchisee desires to remain in possession of the business and operate a noncompetitive business. Franchisee must make all modifications or alterations to the business immediately upon termination of this agreement as necessary to distinguish the appearance of the business from that of other The Pizza Press Franchisees operating under the System. Franchisee will make all specific additional changes to the Business as stated in section 17.1 (i) above. Franchisee agrees to refrain from taking any action to reduce the goodwill of Franchisee's customers or potential customers towards Franchisor, our Franchisees or any other aspect of the System.

Section 17.2 Post-Termination Covenant Not to Compete

Franchisee acknowledges the restrictive covenants contained in this Section and in Section 17.1 are fair and reasonable and will not impose any undue hardship on Franchisee or any Covered Person, since Franchisee and Covered Person has other considerable skills, experience, and education which afford Franchisee and Covered Person the opportunity to derive income from other endeavors, and are justifiably required for purposes including, but not limited to, the following:

i. protecting the Trade Secrets and other Confidential Information of Franchisor;

ii. inducing Franchisor to grant a Franchise to Franchisee; and

iii. inducing Franchisor to incur costs in training Franchisee and its officers, directors, executives, managers, Managers and any other Covered Person, if necessary.

Except as otherwise approved in writing by Franchisor, neither Franchisee, nor any Covered Person shall, for a period of two (2) years after the expiration or termination of this Agreement, regardless of the cause of termination, either directly or indirectly, for themselves or through, on behalf of or in conjunction with, any person, persons, partnership, corporation, limited liability company or other business entity:

i. own an interest in, manage, operate or provide services to any Competitive Business located or operating (a) within Twenty-five miles of the Approved Location or within the Protected Territory (whichever is greater), and (b) within 1 miles radius of the location of any other The Pizza Press® Business in existence at the time of termination or expiration; or

ii. solicit or otherwise attempt to induce or influence any customer, employee or other business associate of Franchisor, its Affiliate(s) or any other franchisee to terminate or modify his, her or its business relationship with Franchisor, its Affiliate(s) or any other franchisee, by direct or indirect inducement or otherwise.

In furtherance of this Section, Franchisor has the right to require officers, managers, and partners along with certain individuals and any Covered Person to execute a standard form non-disclosure or non-competition agreements in a form the same as the Non-Disclosure and Non-Competition Agreement attached as Exhibit 2.

Section 17.3 Unfair Competition

If Franchisee operates any other business, Franchisee shall not use any reproduction, counterfeit, copy or colorable imitation of the Marks, either in connection with such other business or the promotion thereof, that is likely to cause confusion, mistake or deception, or that is likely to dilute Franchisor's rights in the Marks. Franchisee shall not utilize any designation of origin, description or representation that falsely suggests or represents an association or connection with Franchisor. This Section is not intended as an approval of Franchisee's right to operate other businesses and in no way is it intended to contradict Article 10 or 13. If Franchisor elects not to receive an assignment or sublease of the Approved Location, Franchisee shall make such modifications or alterations to the Approved Location (including changing telephone and facsimile numbers) immediately upon termination or expiration of this Agreement as may be necessary to prevent any association between Franchisor or the System and any business subsequently operated by Franchisee or others at the Approved Location. Franchisee shall make such specific additional changes to the Approved Location as Franchisor may reasonably request for that purpose including, without limitation, removal of all physical and structural features identifying or distinctive to the System. If Franchisee fails or refuses to comply with the requirements of this Section, Franchisor has the right to enter upon the Approved Location, without the threat of committing a tort or trespass, for the purpose of making or causing to be made such changes as may be required, at the expense of Franchisee, which expense Franchisee shall pay immediately upon demand.

Section 17.4 Franchisor's Option to Purchase Certain Business Assets

Franchisor has the right (but not the duty), for a period of thirty (30) days after termination or expiration of this Agreement, to purchase any or all assets of the Franchised Business including leasehold improvements, equipment, supplies and other inventory.

If Franchisor or Franchisor's Assignee exercises the option to purchase, pending the closing of the purchase, Franchisor has the right to appoint a manager to maintain the operation of The Pizza Press business. Alternatively, Franchisor may require Franchisee to close The Pizza Press business during this time, without removing any assets. Franchisee will maintain, in force, all insurance policies required in this agreement until the date of closing. Franchisor agrees to use reasonable efforts to affect the termination of the existing lease for the location and enter into a new lease on reasonable terms with the landlord. If Franchisor is unable to enter into a new lease and Franchisees rights under the existing lease are assigned to Franchisor where Franchisor subleases the location from Franchisee, Franchisor indemnifies Franchisee from any ongoing liability under the lease occurring after the date Franchisor assumes possession of the business.

The purchase price shall be equal to the assets' book value, excluding any goodwill or fair market value, whichever is less, and shall abide by the following:

i. if Franchisor and Franchisee are unable to agree on the book value of the Assets within thirty (30) days after Franchisee's receipt of Franchisor's notice of its intent to exercise its option to purchase the Assets, the book value shall be determined by two professionally certified appraisers, Franchisee selecting one and Franchisor selecting one. If the valuations set by the two appraisers differ by more than ten percent (10%) of the higher amount, the two appraisers shall select a third professionally certified appraiser who also shall appraise the book value of the Assets. The average value set by the appraisers (whether two or three appraisers as the case may be) shall be conclusive and shall be the Purchase Price. If, within a reasonable time, Franchisee fails to select a professionally certified appraiser, or the appraiser selected by Franchisee fails to set a value, or the two appraisers do not agree on a third appraiser when such an appraiser is required, then in any of those events the value set by the appraiser selected by Franchisor shall be conclusive;

ii. the appraisers shall be given full access to the Franchise Business and Franchisee's books and records during customary business hours to conduct the appraisal, and shall value the leasehold improvements, equipment, furnishings, fixtures, signs and inventory in accordance with the standards of this Section 17.4. The fees and costs of the appraiser or appraisers shall be borne equally by Franchisor and Franchisee on a 50/50 valuation;

iii. within three (3) days after the Purchase Price has been determined, Franchisor may exercise its option to purchase the Assets by so notifying Franchisee. The Purchase Price shall be paid in cash or cash equivalents at the closing of the purchase ("Closing"), which shall take place no later than sixty (60) days after Franchisor's receipt of the valuations set by the appraisers. At the Closing, Franchisee shall deliver instruments transferring to Franchisor or its assignee: (1) good and merchantable title to the Assets purchased, free and clear of all liens and encumbrances (other than liens and security interests acceptable to Franchisor or its assignee), with all sales and other transfer taxes paid by Franchisee; (2) all licenses and permits for the Franchised Business that may be assigned or transferred, with appropriate consents if required; and (3) the lease or sublease for the Franchise Business, with appropriate consents if required. If Franchisee cannot deliver clear title to all of the purchased Assets as indicated in this Section, or if there are other unresolved issues, the Closing shall be accomplished through an escrow;

iv. prior to Closing, Franchisee and Franchisor shall comply with all applicable legal requirements, including the bulk sales provisions, if applicable, of the Uniform Commercial Code of the state in which the franchised business is located and the bulk sales provisions, if applicable, of any applicable tax laws and regulations. Franchisee shall, prior to or simultaneously with the Closing, pay all tax liabilities incurred in connection with the operation of the Franchised Business prior to Closing. Franchisor shall have the right to set off against and reduce the Purchase Price by any and all amounts owed by Franchisee to Franchisor and its Affiliates, and the amount of any encumbrances or liens against the Assets or any obligations assumed by Franchisor; and

v. if Franchisor or its assignee exercises the option to purchase, then Franchisee shall maintain in force all insurance policies required under this Agreement until the Closing. If the Franchised Business is leased, Franchisor agrees to use reasonable efforts to effect a termination of the existing lease for the Franchised Business. If the lease for the Franchised Business is assigned to Franchisor or if Franchisor subleases the Franchised Business from Franchisee, Franchisor shall indemnify and hold Franchisee harmless from any ongoing liability under the lease from the date Franchisor assumes possession of the Franchised Business. If Franchisee owns the Franchised Business location, Franchisor, at its option, will either purchase the fee simple interest or, upon purchase of the other Assets, enter into a standard lease with Franchisee on terms comparable to those for which similar commercial properties in the area are then being leased. The initial term of this lease with Franchisee shall be at least ten (10) years and the rent shall be the fair market rental value of the franchised location. If Franchisee and Franchisor cannot agree on the fair market rental value of any franchised location, then the rental value shall be determined by an appraiser or appraisers selected and paid in the manner described in Sections 17.4(i) and (ii).

Section 17.5 Survival of Certain Provisions

All obligations of Franchisor and Franchisee, which expressly or by their nature survive the expiration or termination of this Agreement, shall continue in full force and effect until they are satisfied in full or by their nature expire.

Section 17.6 Existence of Claim

Franchisee expressly agrees that the existence of any claim that Franchisee may have against Franchisor, whether or not arising from this Agreement, shall not constitute a defense to Our enforcement of the covenants in this Article 17.

Section 17.7 Injunction

Franchisee acknowledges that any threatened or actual failure to comply with the requirements of this Article 17 would cause Franchisor to suffer immediate and irreparable injury for which no adequate remedy at law may be available, and Franchisee hereby accordingly consents to the *ex parte* entry of an injunction prohibiting any conduct by Franchisee in violation of the terms of this Article 17.

Franchisor may further avail itself of any other legal or equitable rights and remedies which it may have under this Agreement, statute, common law or otherwise.

Section 17.8 Franchisor is Attorney In Fact

Franchisor may, if Franchisee fails or refuses to do so, execute in Franchisee's name and on Franchisee's behalf any and all documents necessary to: cause discontinuation of Franchisee's use of the name, The Pizza Press, The Pizza Press or any other related or similar name or use thereunder; cancellations of services related to the Franchised Business; the execution of an assignment or sublease of the Approved Location; and Franchisor is hereby irrevocably appointed by Franchisee as Franchisee's Attorney-In-Fact to do so.

Section 17.9 Liquidated Damages

The parties hereto acknowledge and agree that it would be impracticable to determine precisely the damages Franchisor would incur from this Agreement's termination and the loss of cash flow from continuing Royalty Fees due to, among other things, the complications of determining what costs, if any, Franchisor might have saved and how much the Royalty Fees would have grown over what would have been this Agreement's remaining term. Therefore, upon termination of this Agreement according to its terms and conditions resulting from a breach by Franchisee, Franchisee agrees to pay to Franchisor within fifteen (15) days after the effective date of this Agreement's termination, in addition to the amounts owed hereunder, liquidated damages equal to One Thousand Dollars ($1,000.00) per day retroactive to first date of offense; plus average monthly amount of the last three (3) months royalties times the number of months left on the Franchise Agreement or until the Territory is resold, whichever occurs first, without the necessity of holding a full trial, and without the necessity of posting security or bond.

The parties hereto acknowledge and agree that it would be impracticable to determine precisely the damages We would incur from this Agreement's termination and the loss of cash flow from continuing Royalty Fees due to, among other things, the complications of determining what costs, if any, We might have saved and how much the Royalty Fees would have grown over what would have been this Agreement's remaining term. The parties hereto consider this liquidated damages provision to be a reasonable, good faith pre-estimate of those damages. The liquidated damages provision only covers our damages from the loss of cash flow from the continuing Royalty Fees. Franchisor retains all other remedies available to it in equity or at law.

ARTICLE 18 - TRANSFERABILITY OF INTEREST

Section 18.1 Transfer by Franchisor

This Agreement and all rights and duties herein are fully transferable in whole or in part by Franchisor and such rights will inure to the benefit of any person or entity to whom transferred; provided, however, that with respect to any assignment resulting in the subsequent performance by the assignee of the functions of Franchisor, the assignee shall assume the obligations of Franchisor herein and Franchisor shall thereafter have no liability for the performance of any obligations contained in this Agreement.

Section 18.2 Transfer by Franchisee to a Third Party

The rights and duties of Franchisee as set forth in this Agreement, and the franchise herein granted, are personal to Franchisee (or its owners), and Franchisor has entered into this Agreement in reliance upon Franchisee's (or its owners') personal or collective skills and financial ability.

Accordingly, except for percentage of ownership transfers *inter se*, neither Franchisee nor any holder of a legal or beneficial interest in Franchisee may sell, assign, convey, give away, pledge, mortgage, sublicense or otherwise transfer, whether by operation of law or otherwise, any interest in this Agreement, the Franchise granted hereby, the Approved Location used in operating the Franchised Business, its assets or any part or all of the ownership interest in Franchisee without the prior written approval of Franchisor, such approval will not unreasonably be withheld.

It is unlawful for a franchisor to prevent a franchisee from selling or transferring a franchise, all or substantially all of the assets of the franchise business, or a controlling or noncontrolling interest in the franchise business, to another person provided that the person is qualified under the franchisor's then-existing standards for the approval of new or renewing franchisees, these standards to be made available to the franchisee, as provided in Section 20029, and to be consistently applied to similarly situated franchises operating within the franchise brand, and the franchisee and the buyer, transferee, or assignee comply with the transfer conditions specified in the franchise agreement. (California Business and Professions Code, Section 20028(a)) Any purported transfer without such approval shall be null and void and shall constitute a material breach of this Agreement. A Franchisee shall not have the right to sell, transfer, or assign the franchise, all or substantially all of the assets of the franchise business, or a controlling or noncontrolling interest in the franchise business, without the written consent of the Franchisor, except that the consent shall not be withheld unless the buyer, transferee, or assignee does not meet the standards for new or renewing franchises described in subdivision (a) of the California Business and Professions Code, Section 20028, or the Franchisee and the buyer, transferee, or assignee do not comply with the transfer conditions specified in the franchise agreement. (California Business and Professions Code, Section 20028(b)) If Franchisee is in compliance with this Agreement, Franchisor's consent to such transfer shall be conditioned upon the satisfaction of the following requirements, which shall not be unreasonably withheld, conditioned or delayed, if Franchisor has not exercised their right of first refusal, other than the completion of the below items:

i. Franchisee has complied with the requirements set forth in Article 19;

ii. Franchisee has paid the Transfer Fee to Franchisor in an amount equal to Twenty Six Thousand Two Hundred Fifty Dollars or 75% of Then-current transfer fee whichever is greater ($26,250.00);

iii. Transferee scheduled training for Transferee and Transferee's Manager, if different then Franchisee's Manager, not more than 90 days from the date of Transfer;

iv. all obligations owed to Franchisor, and all other outstanding obligations relating to the Franchised Business, are fully paid and satisfied;

v. the prospective Transferee has satisfied to Franchisor's satisfaction that it meets Franchisor's management, business and financial standards, and otherwise possesses the character and capabilities, including business reputation and credit rating, as Franchisor may require, to operate a franchised business;

vi. the Transferee and, if Franchisor requires, all persons owning any interest in the Transferee, have executed Then-current Franchise Agreement for new franchisees, which may be substantially different from this Agreement, including different Royalty Fee and Advertising Fee Contribution rates and other material provisions, and the franchise agreement then executed shall be for the term specified in such agreement;

vii. the Franchisee has executed a general release, in a form the same as or similar to the General Release attached as Exhibit 1, but also including in the general release terms releasing, any and all claims against Franchisor and its officers, directors, shareholders, managers, members, partners, legal representatives, attorneys, agents, owners, Manager and employees, in their corporate and individual capacities, with respect to any representations regarding the Franchise or the business conducted pursuant thereto or any other matter that may have been made to the Transferee by Franchisee; provided, however, that if a general release is prohibited, Franchisee shall give the maximum release allowed by law;

viii. Franchisee has provided Franchisor with a complete copy of all contracts and agreements and related documentation between Franchisee and the prospective Transferee relating to the intended sale or transfer of the Franchise;

ix. the Transferee, or all holders of a legal or beneficial interest in the Transferee, has agreed to be personally bound jointly and severally by all provisions of this Agreement for the remainder of the term;

x. Franchisee has agreed to be bound by the obligations of the new franchise agreement, any existing Franchise contracts and to guarantee the full performance thereof by the Transferee, if required by Franchisor;

xi. Transferee has obtained all necessary consents and approvals by third parties (such as the lessor of the Approved Location) and all applicable Federal, state and local laws, rules, ordinances and requirements applicable to the transfer have been complied with or satisfied;

xii. Franchisee, and in the event Franchisee is an entity, all of the holders of a legal and beneficial interest in Franchisee, and Manager has executed and delivered to Franchisor a Non-Disclosure and Non-Competition Agreement in a form satisfactory to Franchisor and in a substance the same as the Non-Disclosure and Non-Competition covenants contained in Articles 7 and 17 and attached as Exhibit 2;

xiii. the Transferee agrees that its Manager shall complete, to Franchisor's satisfaction, a training program, in substance, similar to the initial training described in Article 8 prior to assuming the management of the day-to-day operation of the Franchised Business.

Transferee shall receive the franchised businesses Protected Territory with all rights to exclusivity and scope as the Franchisee owns on the day of transfer.

According to the California Business and Professions Code Section 20029(b), the Franchisor shall, within sixty (60) days after the receipt of all of the necessary information and documentation required pursuant to subdivision (a), or as specified by written agreement between the Franchisor and Franchisee, notify the Franchisee of the approval or disapproval of the proposed sale, assignment, or transfer. The notice shall be in writing and shall be delivered to the franchisee by business courier or receipted mail. A proposed sale, assignment, or transfer shall be deemed approved, unless disapproved by the franchisor in the manner provided by this subdivision. If the proposed sale, assignment, or transfer is disapproved, the franchisor shall include in the notice of disapproval a statement setting forth the reasons for the disapproval.

Section 18.3 Transfer to a Controlled Entity

If Franchisee wishes to transfer this Agreement or any interest herein to a corporation, limited liability company or other legal entity which shall be entirely owned by Franchisee ("Controlled Entity"), which Controlled Entity is being formed for the financial planning, tax or other convenience of Franchisee, Franchisor's consent to such transfer shall be conditioned upon the satisfaction of the following requirements:

i. the Controlled Entity is newly organized and its charter provides that its activities are confined exclusively to the operation of the Franchised Business;

ii. Franchisee, or all holders of a legal or beneficial interest in Franchisee, own all of the equity and voting power of the outstanding stock or other capital interest in the Controlled Entity;

iii. all obligations of Franchisee to Franchisor, or any Affiliate, are fully paid and satisfied; provided, however, that neither Franchisee nor the Controlled Entity shall be required to pay a transfer fee as required pursuant to Section 18.2;

iv. the Controlled Entity has entered into a written agreement with Franchisor expressly assuming the obligations of this Agreement and all other agreements relating to the operation of the Franchised Business. If the consent of any other party to any such other agreement is required, Franchisee has obtained such written consent and provided the same to Franchisor prior to consent by Franchisor;

v. all holders of a legal or beneficial interest in the Controlled Entity have entered into an agreement with Franchisor, jointly and severally, guaranteeing the full payment of the Controlled Entity's obligations to Franchisor and the performance by the Controlled Entity of all the obligations of this Agreement;

vi. each stock certificate or other ownership interest certificate of the Controlled Entity has conspicuously endorsed upon the face thereof a statement in a form satisfactory to Franchisor that it is held subject to, and that further assignment or transfer thereof is subject to, all restrictions imposed upon transfers and assignments by this Agreement; and

vii. copies of the Controlled Entity's articles of incorporation or organization, bylaws, operating agreement, federal tax identification number and other governing regulations or documents, including resolutions of the board of directors and stockholders, managing members and members and general partners and limited partners, as applicable, authorizing entry into this Agreement, have been promptly furnished to Franchisor. Any amendment to any such documents shall also be furnished to Franchisor immediately upon adoption.

The term of the transferred franchise shall be the unexpired term of this Agreement, including all renewal rights, subject to any and all conditions applicable to such renewal rights.

Franchisor's consent to a transfer of any interest in this Agreement, or of any ownership interest in the Franchised Business, shall not constitute a waiver of any claims Franchisor may have against the transferor or the Transferee, nor shall it be deemed a waiver of Franchisor's right to demand compliance with the terms of this Agreement.

Section 18.4 Franchisor's Disclosure to Transferee

Franchisor has the right but not the obligation, without liability of any kind or nature whatsoever to Franchisee, to make available for inspection by any intended Transferee of Franchisee all or any part of Franchisor's records relating to this Agreement, the Franchised Business or to the history of the relationship of the parties hereto. Franchisee hereby specifically consents to such disclosure by Franchisor and shall release and hold Franchisor harmless from and against any claim, loss or injury resulting from an inspection of Franchisor's records relating to the Franchised Business by an intended Transferee identified by Franchisee.

Section 18.5 For-Sale Advertising

Franchisee shall not, without prior written consent of Franchisor, place in, on or upon the location of the Franchised Business, or in any communication media, any form of advertising relating to the sale of the Franchised Business or the rights granted herein. Franchisor will not withhold consent for "For-Sale Advertising" unreasonably upon written notice by Franchisee.

Section 18.6 Transfer by Death or Incapacity

Upon the death or incapacity (as determined by a court of competent jurisdiction) of any individual franchisee or any holder of a legal or beneficial interest in Franchisee, the appropriate representative of such person (whether administrator, personal representative or trustee) will, within a reasonable time not exceeding six (6) months following such event, transfer such individual's interest in the Franchised Business or any holder's legal or beneficial interest in Franchisee to a third party approved by Franchisor or Franchisor shall have the right to terminate this Agreement. Such transfers, including transfers by will or inheritance shall be subject to the conditions for assignments and transfers contained in this Agreement unless prohibited by the choice of law provision of the state where Franchisee resided, with such choice of law provision being applicable only for this Section 18.6. During such six (6) months period, the Franchised Business must remain at all times under the primary management of a Manager who otherwise meets Franchisor's management qualifications.

Following the death or incapacity of an owner of the Franchised Business, if necessary in Franchisor's discretion, Franchisor shall have the right, but not the obligation, to assume operation of the Franchised Business until the deceased or incapacitated owner's interest is transferred to a third party approved by Franchisor. Franchisor may charge a management fee as stated in the Manual from time to time, currently $500.00 per day plus reasonable expenses.

Section 18.7 Transfer upon Divorce or Partnership Dissolution

If this Agreement is in the name of two persons who are husband and wife or two or more persons who are partners as Franchisees, this section describes the policies to be applied upon divorce or dissolution of the partnership. During the period when a divorce or partnership dissolution action is pending, Franchisee must adopt one of the following methods of operation:

i. if one of the parties is willing to relinquish his or her right and interest in the franchise, thereby leaving his or her spouse or partner(s) to carry on the franchise unit, he or she may do so by assigning the interest to his or her spouse or to his or her partner(s) provided the remaining spouse or partner(s) has successfully completed basic management training;

ii. if the parties to a divorce or dissolution action agree that, despite their difficulties, they can continue to operate the franchised business jointly on a "business-as-usual" basis during the proceeding, they may do so; or

iii. if the parties in a divorce action or in partnership dissolution are not agreeable to operate under alternatives (a) or (b) then they must make arrangements to have their franchise business operated by a third party Manager until the divorce or dissolution may be completed. The new Manager must be approved by Franchisor and have satisfactorily completed basic management training; and

iv. divorcing parties may, after final order or judgment, continue to operate their franchise business in the form of a partnership or other business entity even though they are no longer husband-and-wife. In such case, however, they must enter a formal agreement which defines the respective rights and obligations, file a signed copy with Franchisor, assign this agreement to the new entity, and comply with all other requirements for establishing the franchise business as a partnership or other business entity.

ARTICLE 19 - RIGHT OF FIRST REFUSAL

Section 19.1 Submission of Offer

If Franchisee, or any of its owners, proposes to sell, assign, convey, give away, pledge, mortgage, sublicense or otherwise transfer the Franchised Business (or any of its assets outside of the normal course of business), any ownership interest in Franchisee or any ownership interest in the Franchise granted herein, Franchisee shall obtain and deliver a *bona fide*, executed written offer or proposal from a responsible and fully disclosed person or entity, as applicable, along with all pertinent documents including any contract or due diligence materials, to Franchisor. The offer must apply only to the assets or interests listed above and may not include any other property or rights of Franchisee or any of its owners.

Section 19.2 Franchisor's Right to Purchase

Franchisor shall, for twenty-one (21) days from the date of delivery of all such documents, have the right, exercisable by written notice to Franchisee, the Franchisor exercising the contractual right of first refusal shall offer the seller payment at least equal to the value offered in the *bona fide* offer. (California Business and Professions Code, Section 20028(c))

Franchisor's credit shall be deemed at least equal to the credit of any such above-referenced disclosed person or entity, as applicable. After providing notice to Franchisee of Franchisor's intent to exercise this right of first refusal, Franchisor shall have up to sixty (60) days to close the purchase. Franchisor shall be entitled to receive from Franchisee all customary representations and warranties given by Franchisee as the seller of the assets or such ownership interest or, at Franchisor's election, such representations and warranties contained in the proposal.

Section 19.3 Non-Exercise of Right of First Refusal

If Franchisor does not exercise this Right of First Refusal within twenty-one (21) days, the offer or proposal may be accepted by Franchisee or any of its owners, subject to Franchisor's prior written approval as required by Section 18.2. Should the sale, assignment, conveyance, gift, pledge, mortgage, sublicense or otherwise transfer fail to close within sixty (60) days after the offer is delivered to Franchisor, Franchisor's Right of First Refusal shall renew and be implemented in accordance with this Article 19.

ARTICLE 20 - BENEFICIAL OWNERS OF FRANCHISEE

Franchisee represents, and Franchisor enters into this Agreement in reliance upon such representation, that the individuals identified in Exhibit 4 as Holders of a Legal or Beneficial Interest are the sole holders of a legal or beneficial interest (in the stated proportions) of Franchisee, and further that:

i. Representations. If Franchisee is a corporation, a limited liability company or a partnership, Franchisee makes the following representations and warranties: (1) it is duly organized and validly existing under the laws of the state of its formation; (2) it is qualified to do business in the state(s) in which the Territory is located; (3) execution of this Agreement and the development and operation of the Business are permitted by its governing documents; and (4) Franchisee's Articles of Incorporation, Articles of Organization or written partnership agreement shall at all times provide that the activities of Franchisee are limited exclusively to the development and operation of the Franchise Business and such other Franchise Businesses (if any) as Franchisor may authorize Franchisee to develop and operate;

ii. Governing Documents. If Franchisee is a corporation, Franchisee represents and warrants that copies of Franchisee's Articles of Incorporation, bylaws, other governing documents and any amendments, including the resolution of the Board of Directors authorizing entry into and performance of this Agreement, have been furnished to Franchisor. If Franchisee is a limited liability company, Franchisee represents and warrants that copies of Franchisee's Articles of Organization, other governing documents and any amendments, including the resolution of the Members or Managers authorizing entry into and performance of this Agreement, have been furnished to Franchisor. If Franchisee is a partnership, Franchisee represents and warrants that copies of Franchisee's written partnership agreement, other governing documents and any amendments, have been furnished to Franchisor, in addition to evidence of consent or approval of the entry into and performance of this Agreement by the requisite number or percentage of partners, if that approval or consent is required by Franchisee's written partnership agreement. When any of these governing documents are modified or changed, Franchisee shall provide copies to Franchisor promptly;

iii. Ownership Interests. If Franchisee is a corporation, a limited liability company or a partnership, Franchisee represents and warrants that all interests in Franchisee are owned as set forth in attached Exhibit 4. In addition, if Franchisee is a corporation, Franchisee shall maintain a current list of all owners of record and all beneficial owners of any class of voting securities of the corporation (and the number of shares owned by each). If Franchisee is a limited liability company, Franchisee shall maintain a current list of all members (and the percentage membership interest of each member). If Franchisee is a partnership, Franchisee shall maintain a current list of all owners of an interest in the partnership (and the percentage ownership of each owner).

Franchisee shall comply with Article 20 prior to any change in ownership interests and shall execute and deliver to Franchisor addenda to Exhibit 4 as changes occur in order to ensure the information contained in Exhibit 4 is true, accurate and complete at all times.

ARTICLE 21 - RELATIONSHIP AND INDEMNIFICATION

Section 21.1 Relationship

This Agreement is purely a contractual relationship between the parties and does not appoint or make Franchisee an agent, legal representative, joint venture, partner, employee, servant or independent contractor of Franchisor for any purpose whatsoever. Franchisee may not represent or imply to third parties that Franchisee is an agent of Franchisor, and Franchisee is in no way authorized to make any contract, agreement, warranty or representation on behalf of Franchisor, or to create any obligation, express or implied, on Franchisor's behalf. During the term of this Agreement, and any extension or renewal hereof, Franchisee shall hold itself out to the public only as a franchisee and an owner of the Franchised Business operating the Franchised Business pursuant to a franchise from Franchisor. Franchisee shall take such affirmative action as may be necessary to do so including, without limitation, exhibiting a notice of that fact in a conspicuous place on the Approved Location and on all forms, stationery or other written materials, the content of which Franchisor has the right to specify. Under no circumstances shall Franchisor be liable for any act, omission, contract, debt, nor any other obligation of Franchisee. Franchisor shall in no way be responsible for any injuries to persons or property resulting from the operation of the Franchised Business. Any third party contractors and vendors retained by Franchisee to convert or construct the premises are independent contractors of Franchisee alone.

Section 21.2 Standard of Care

This Agreement does not establish a fiduciary relationship between the parties. Unless otherwise specifically provided in this Agreement with respect to certain issues, whenever this Agreement requires Franchisee to obtain Franchisor's written consent or permits Franchisee to take any action or refrain from taking any action Franchisee shall do so. If Franchisee fails to do so, it shall be considered an act of Default.

Section 21.3 Indemnification

Franchisee shall hold harmless and indemnify Franchisor Indemnitees from and against all losses and expenses (as defined herein) incurred in connection with any action, suit, demand, claim, investigation, or formal or informal inquiry (regardless of whether same is reduced to judgment) or any settlement thereof which arises out of or is based upon any of the following, Franchisee's: (a) ownership or operation of the Franchised Business; (b) violation, breach or asserted violation or breach of any federal, state or local law, regulation or ruling, standard, or directive or of any industry standard; (c) breach of any representation, warranty, covenant, or provision of this Agreement or any other agreement between Franchisee and Franchisor (or an Affiliate); (d) libel, slander or any other form of defamation by Franchisee including defamation of Franchisor or the System; (e) acts, errors or omissions committed or incurred in connection with the Franchised Business, including any negligent or intentional acts or omissions by Franchisee or any of Franchisee's agents, servants, employees, contractors, partners, proprietors, affiliates, or in any manner in connection with the Franchised Business; or (f) infringement, violation or alleged infringement or violation of any Mark, patent or copyright or any misuse of the Confidential Information; (g) the inaccuracy, lack of authenticity, or non-disclosure of any information by Franchisee; (h) any unapproved service provided by Franchisee at, from, or related to the operation at the Approved Location; or (i) any services provided by any affiliated or non-affiliated participating entity.

For the purpose of this Section, the term "losses and expenses" shall be deemed to include all losses, compensatory, exemplary or punitive damages, fines, charges, costs, expenses, lost profits, attorneys' fees, experts' fees, court costs, settlement amounts, judgments, compensation for damages to our reputation and goodwill, costs of or resulting from delays, costs of or resulting from franchisees duties in the preparation of the purchase order regarding franchisees taking accurate measurements and representing their desire for both color and type of furniture, financing, costs of advertising material and media time/space, and costs of changing, substituting, or replacing same, and any and all expenses of recall, refunds, compensation, public notices, and other such amounts incurred in connection with the matters described. Franchisee agrees to give Us notice of any such action, suit, proceeding, claim, demand, inquiry, or investigation. The foregoing indemnification shall not apply to losses or expenses arising from our gross negligence or willful acts.

At Franchisee's expense and risk, Franchisor may elect to assume (but under no circumstance is obligated to undertake) the defense and/or settlement of any such action, suit, proceeding, claim, demand, inquiry or investigation, provided that Franchisor will seek Franchisee's advice and counsel and shall keep Franchisee informed with regard to any such proposed or contemplated settlement(s). Such an undertaking by Franchisor shall in no manner or form diminish Franchisee obligation to indemnify Franchisor and to hold Franchisor harmless.

All losses and expenses incurred under this Section 21.3 shall be chargeable to and paid by Franchisee pursuant to Franchisee's obligations of indemnity under this Section, regardless of any actions, activity or defense undertaken by Us or the subsequent success or failure of such actions, activity or defense.

Franchisor Indemnitees do not assume any liability whatsoever for acts, errors, or omissions of those with whom Franchisee may contract, regardless of the purpose. Franchisee shall hold harmless and indemnify Franchisor Indemnitees for all losses and expenses which may arise out of any acts, errors, or omissions of these third parties.

Under no circumstances shall Franchisor Indemnitees be required or obligated to seek recovery from third parties or otherwise mitigate their losses in order to maintain a claim against Franchisee. Franchisee agrees that the failure to pursue such recovery or mitigate loss will in no way reduce the amounts recoverable by Franchisor Indemnitees from Franchisee.

Franchisor's right to indemnity shall exist notwithstanding the fact that joint or several liability may be imposed upon Franchisor by statute, ordinance, regulation or judicial or arbitral decision.

Section 21.4 Right to Retain Counsel

Franchisee shall give Franchisor immediate notice of any such action, suit, demand, claim, investigation or preceding that may give rise to a claim for indemnification by a Franchisor Indemnitee. Franchisor has the right to retain counsel of its own choosing in connection with any such action, suit, demand, claim, investigation or proceeding. In order to protect persons, property, Franchisor's reputation or the goodwill of others, Franchisor has the right to, at any time without notice, take such remedial or corrective actions as it deems expedient with respect to any action, suit, demand, claim, investigation or proceeding if, in Franchisor's sole judgment, there are grounds to believe any of the acts or circumstances listed above have occurred. If Franchisor's exercise of its rights under this Section causes any of Franchisee's insurers to refuse to pay a third party claim, all cause of action and legal remedies Franchisee might have against such insurer shall automatically be assigned to Franchisor without the need for any further action on either party's part. Under no circumstances shall Franchisor be required or obligated to seek coverage from third parties or otherwise mitigate losses in order to maintain a claim against Franchisee. The failure to pursue such remedy or mitigate such loss shall in no way reduce the amounts recoverable by Franchisor from Franchisee.

ARTICLE 22 - GENERAL CONDITIONS AND PROVISIONS

Section 22.1 No Waiver

No failure of Franchisor to exercise any power reserved to it herein, or to insist upon strict compliance by Franchisee with any obligation or condition herein, and no custom or practice of the parties in variance with the terms hereof, shall constitute a waiver of Franchisor's right to demand exact compliance with the terms of this Agreement. Waiver by Franchisor of any particular default by Franchisee shall not be binding unless in writing and executed by Franchisor and shall not affect or impair Franchisor's right with respect to any subsequent default of the same or a different nature. Subsequent acceptance by Franchisor of any payment(s) due shall not be deemed to be a waiver by Franchisor of any preceding breach by Franchisee of any terms, covenants or conditions of this Agreement.

Section 22.2 Injunctive Relief and Specific Performance

A breach by Franchisee of any of the restrictions or obligations contained in Articles 6, 7 and/or 17 would result in irreparable injury to Franchisor as the damages arising out of any such breach would be difficult to ascertain. Therefore, Franchisor, in its sole discretion, shall be entitled to seek injunctive relief (whether a restraining order, a preliminary injunction or a permanent injunction) against any such breach, whether actual or contemplated, and/or specific performance with respect to such breach without the necessity of posting security or bond, or having an evidentiary hearing, even if required by statute in the Franchisee's jurisdiction, provided that an original executed copy of this Agreement is provided to a Court of competent jurisdiction.

Section 22.3 Notices

All notices required or permitted under this Agreement shall be in writing and shall be deemed received: (a) at the time delivered by hand to the recipient party (or to an officer, director, Manager or partner of the recipient party); (b) two (2) business days after being sent via guaranteed overnight delivery by a commercial courier service; (c) five (5) business days after being sent by Registered Mail, return receipt requested, (d) three (3) business days after being sent via International Airmail, or (e) on the date the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, if mailed. Either party may change its address by a written notice sent in accordance with this Section 22.3. All notices, payments and reports required by this Agreement shall be sent to Franchisee at the address set forth in the introductory paragraph of this Agreement and to Franchisor at the following addresses:

RMS Franchise Group, Inc.
Attn: Mo Hayat
2390 East Orangewood, Suite 550
Anaheim, CA 92806

With a copy to:
Shelton Law & Associates, PLLC
c/o RMS Franchise Group, Inc.
2377 Gold Meadow Way, Ste. 100
Gold River, CA 95670

Section 22.4 Guaranty and Assumption of Obligations

All holders of a legal or beneficial interest in Franchisee of five percent (5%) or greater shall be required to execute, as of the date of this Agreement, the Guaranty and Assumption of Obligations attached as Exhibit 3.

Section 22.5 Approvals

Whenever this Agreement requires the prior approval or consent of Franchisor, Franchisee shall make a timely written request to Franchisor for its approval and, except as otherwise specifically provided herein, any approval or consent granted shall be effective only if in writing. Franchisor makes no warranties or guarantees upon which Franchisee may rely, and assumes no liability or obligation to

Franchisee or any third party, by providing any waiver, approval, advice, consent or services to Franchisee in connection with this Agreement, or by reason of any neglect, delay or denial of any request for approval.

Section 22.6 Entire Agreement

This Agreement, the Manual and the Exhibits attached hereto and thus made a part hereof and any other documents referred to herein shall be construed together and constitute the entire, full and complete agreement between Franchisor and Franchisee concerning the subject matter hereof and shall supersede all prior agreements. No other representation, oral or otherwise, has induced Franchisee to execute this Agreement, and there are no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein, which are of any force or effect with respect to the matters set forth in or contemplated by this Agreement or otherwise. No amendment, change or variance from this Agreement shall be binding on either party unless executed in writing by both parties. Nothing in this Agreement or any related agreement is intended to disclaim the representations Franchisor has made in the Franchise Disclosure Document.

Section 22.7 Severability and Modification

Except as noted below, each paragraph, part, term and provision of this Agreement shall be considered severable. If any Section, paragraph, part, term or provision herein is ruled to be unenforceable, unreasonable or invalid, such ruling shall not impair the operation of or affect the remaining portions, Sections, paragraphs, parts, terms and provisions of this Agreement, and the latter shall continue to be given full force and effect and bind the parties; and such unenforceable, unreasonable or invalid Sections, paragraphs, parts, terms or provisions shall be deemed not part of this Agreement. If Franchisor determines that a finding of invalidity adversely affects the basic consideration of this Agreement, Franchisor has the right to, at its option, terminate this Agreement. If any term of this agreement may be construed in two or more ways, one that would render the term invalid or otherwise voidable or unenforceable and another that would render the term valid and enforceable, that term has the meaning that renders it valid and enforceable.

Notwithstanding the above, each of the covenants contained in Articles 7 and 17 shall be construed as independent of any other covenant or provision of this Agreement. If all or any portion of any such covenant is held to be unenforceable, unreasonable or invalid, then it shall be amended to provide for limitations on disclosure of Confidential Information or on competition to the maximum extent provided or permitted by law.

Section 22.8 Construction

All captions herein or in the Exhibits attached hereto and thus made a part hereof, are intended solely for the convenience of the parties, and none shall be deemed to affect the meaning or construction of any provision hereof or thereof. Should any provision of this Agreement require interpretation or construction, it is agreed by Franchisor and Franchisee the court, administrative body, mediation panel, sole mediator or other person or entity interpreting or construing this Agreement shall not apply a presumption the provisions hereof shall be more strictly construed against Franchisor by reason of the rule of construction that a document is to be construed more strictly against the person or entity who, or through its agent, prepared same.

Section 22.9 Force Majeure

Whenever a period of time is provided in this Agreement for either party to perform any act, except pay monies to Franchisor or Approved Suppliers, neither party shall be liable nor responsible for any delays due to strikes, lockouts, casualties, acts of God, war, terrorism, governmental regulation or control or other causes beyond the reasonable control of the parties, and the time period for the performance of such act shall be extended for the amount of time of the delay. This clause shall not result in an extension of the term of this Agreement.

Section 22.10 Timing

Time is of the essence. Except as set forth in Section 22.9, failure to perform any act within the time required or permitted by this Agreement, shall be a material breach of this Agreement.

Section 22.11 Withholding Payments

Franchisee shall not, for any reason, withhold payment of any Royalty Fees , Advertising Fee Contributions or other amounts due to Franchisor or to an Affiliate. Franchisee shall not withhold or offset any amounts, damages or other monies allegedly due to Franchisee against any amounts due to Franchisor. Notwithstanding anything in this Agreement to the contrary, no endorsement or statement on any payment (or on any document accompanying said payment) for less than the full amount due to Franchisor will be construed as an acknowledgment of payment in full, or an accord and satisfaction. Franchisor has the right to accept and cash any such payment without prejudice to Franchisor's right to recover the full amount due, or pursue any other remedy provided in this Agreement or by law. Franchisor has the right to apply any payments made by Franchisee against any of Franchisee's past due indebtedness as Franchisor deems appropriate. Franchisor shall set off sums Franchisor owes to Franchisee against any unpaid debts owed by Franchisee to Franchisor.

Section 22.12 Further Assurances

Each party to this Agreement will execute and deliver such further instruments, contracts, forms or other documents, and will perform such further acts, as may be necessary or desirable to perform or complete any term, covenant or obligation contained in this Agreement.

Section 22.13 Third-Party Beneficiaries

The parties agree that all other Franchisees are third-party beneficiaries to the terms of this agreement and have the right to separately enforce the Franchisees covenants, if the Franchisor is unwilling or unable to enforce the Franchisee covenants.

Anything to the contrary notwithstanding, nothing in this Agreement is intended, nor shall be deemed, to confer upon any person or entity other than Franchisor or Franchisee, and their respective successors and assigns as may be contemplated by this Agreement, any rights or remedies under this Agreement.

Section 22.14 Multiple Originals

Both parties will execute multiple copies of this Agreement, and each executed copy will be deemed an original. Franchisor permits you to fill out and sign this Agreement using the DocuSign web site. The Federal E-Sign Disclosure and Consent describes Franchisor's process so that you can decide whether you wish to continue with signing this Franchise Agreement through our DocuSign web site. Franchisee understands and gives the consent that their electronic signature(s) are legally binding, just as if the Franchisee had signed a paper document.

Section 22.15 Survival of Terms

Each provision of Articles 17, 21, 22, 24, and those provisions hereinabove provided relating to covenants against post-termination/expiration use of the Proprietary Marks, Know-How and Copyrights will be deemed to be self-executing and continue in full force and effect subsequent to and notwithstanding the expiration, termination, setting aside, cancellation, rescission, unenforceability or otherwise of this Agreement (or any part of it) for any reason, will survive and will govern any claim for rescission or otherwise. Each provision of this Agreement will be construed as independent of, and severable from, every other provision; provided that if any part of this Agreement is deemed unlawful in any way, the parties agree that such provision will be deemed interpreted and/or modified to the minimum extent necessary to make such provision lawful or, if such construction is not permitted or available, the remainder of this Agreement will continue in full force and effect. Each party reserves the right to challenge any law, rule or judicial or other construction which would have the effect of varying or rendering ineffective any provision of this Agreement.

ARTICLE 23 - DISPUTE RESOLUTION

Section 23.1 Choice of Law

Except to the extent this Agreement or any particular dispute is governed by the U.S. Trademark Act of 1946 or other federal law, this Agreement shall be governed by and construed in accordance with the laws of the State of California (without reference to its conflict of laws principles). References to any law refer also to any successor laws and to any published regulations for such law, as in effect at the relevant time. References to a governmental agency also refer to any regulatory body that succeeds the function of such agency.

Section 23.2 Consent to Jurisdiction

Claims for injunctive relief or specific performance, or otherwise may be brought by Franchisor (i) where Franchisee resides or does business, (ii) where the Franchised Business is, or was located, (iii) in Sacramento County, California, where counsel is located, or (iv) where the claim arose; and Franchisee hereby waives all questions of personal jurisdiction and venue for the purpose of carrying out this provision.

Franchisee shall file any suit against Franchisor only in Sacramento County, California, in the federal court having jurisdiction; and Franchisor hereby waives all questions of personal jurisdiction and venue for the purpose of carrying out this provision.

Section 23.3 Rights and Remedies

Remedies are cumulative. No remedy in this Agreement for any party is intended to be exclusive of any other remedy. Each remedy is cumulative and is in addition to every other remedy given under this Agreement, now or later existing, at law, in equity, by statute or otherwise. Nothing contained herein shall bar Franchisor's right to obtain injunctive relief or specific performance against threatened conduct that may cause it loss or damages, including obtaining restraining orders and preliminary and permanent injunctions. Franchisee's rights and remedies regarding Franchisor's breach of this Agreement are as set forth in this Agreement.

Section 23.4 Limitations of Claims

Except for claims by Franchisor for payments owed by Franchisee under this Agreement, any claim concerning the Franchised Business or this Agreement or any related agreement will be barred unless an action relating to the ownership of any of Franchisor's Marks, or for injunctive relief, specific performance or mediation, as set forth in this Agreement, is commenced within two (2) years from the date on which Franchisee or Franchisor knew or should have known, in the exercise of reasonable diligence, of the facts giving rise to the claim.

Section 23.5 Limitation of Damages

Franchisee and Franchisor each waive, to the fullest extent permitted by law, any right or claim for any punitive or exemplary damages against the other, other than those stated within this Agreement. Franchisee waives and disclaims any right or claim to consequential damages against Franchisor concerning this Agreement or any related agreement. In any claim or action brought by Franchisee against Franchisor concerning this Agreement, Franchisee's damages shall not exceed an amount greater than Franchisee's Initial Fee and Royalty Fee payments.

Franchisee acknowledges that if any claim or action is begun for the enforcement of this Agreement or for any alleged dispute, breach, default or misrepresentation under any term of this Agreement, the prevailing party is entitled to recover reasonable pre-institution and post-institution attorneys' fees, court costs and all expenses even if not taxable as court costs (including all fees and expenses incident to mediation, appellate, bankruptcy and post judgment proceedings), incurred in the action or proceeding in addition to any other relief that the party is entitled. Franchisee acknowledges that in the event of a dispute with the Franchisor, the dispute must be mediated first in Good Faith (pursuant to Section 23.7), otherwise the Franchisee will waive the right to recover their Attorney's Fees in the event that the Franchisee wins the claim or action. Attorney's fees include paralegals fees, administrative costs, investigated costs, cost of expert witnesses, court reporter fees, sales and use taxes, if any, and all other charges billed by the attorneys to the prevailing party. The non-prevailing party must reimburse the prevailing party on demand for all of the above listed expenses the prevailing party incurs.

Section 23.6 Waiver of Jury Trial

FRANCHISEE AND FRANCHISOR EACH IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION WHATSOEVER, WHETHER AT LAW OR EQUITY, BROUGHT BY EITHER OF THEM, INCLUDING BUT NOT LIMITED TO, RELATING TO THE OWNERSHIP OF ANY OF FRANCHISOR'S MARKS OR THE UNAUTHORIZED USE OR DISCLOSURE OF FRANCHISOR'S TRADE SECRETS OR CONFIDENTIAL INFORMATION OR FOR INJUNCTIVE RELIEF OR SPECIFIC PERFORMANCE.

Section 23.7 Mediation

Except for actions or claims for injunctive relief or specific performance or the unauthorized use or disclosure of Franchisor's Trade Secrets or Confidential Information, all claims, disputes and other matters in question between Franchisor and Franchisee arising out of or relating to this Agreement, the business relationship or any other agreement, including whether this Mediation clause is binding upon the parties, shall be resolved by non-binding mediation before the Center for Public Resources -- National Franchise Mediation Program, FAM, or another mutually agreeable mediator. Notwithstanding the above, the following shall not be subject to mediation:

i. disputes and controversies arising from the Sherman Act, the Clayton Act or any other Federal or state antitrust law;

ii. disputes and controversies based upon or arising under the

Lanham Act, as now or hereafter amended, relating to the ownership or validity of any Confidential Information, the Proprietary Marks or any other trademarks;

iii. disputes and controversies relating to actions to obtain possession of the premises of the Business under lease or sublease.

Both parties will sign a confidentiality agreement reasonably satisfactory to Franchisor. Upon submission, the obligation to attend mediation in the county and state designated by Franchisor (currently Sacramento County, California) is binding on both parties. Each party will bear his, her or its own costs for the mediation, except the mediation fee and the fee for the mediator will be split equally.

To initiate mediation, either Franchisor or Franchisee shall appoint one mediator and after appointment of the mediator, shall notify in writing the other of such appointment and the name of and the contact information for the mediator within three (3) business days after selection of said mediator. The mediation shall be conducted in Sacramento County, California as directed by the sole mediator. If an agreement is reached between the parties, then the signed award of the mediator shall be final and binding upon Franchisor and Franchisee and any other party to the mediation. Judgment may be entered upon the award of the mediator in any court having competent jurisdiction. If the first mediation between the Franchisor and Franchisee is not successful, both parties agree, prior to instituting any court action except as excluded within this Section, to participate in a second mediation session, and a third if necessary, which shall last at least eight (8) hours or until an agreement is reached whichever occurs first.

Franchisee acknowledges it has read the terms of this non-binding mediation provision and affirms each provision is entered into willingly and voluntarily and without any fraud, duress or undue influence on the part of Franchisor or any of Franchisor's agents or employees.

Section 23.8 Withholding Consent

In no event will Franchisee make any claim, whether directly, by way of setoff, counter-claim, defense or otherwise, for money damages or otherwise, by reason of any withholding or delaying of any consent or approval by Us. Franchisee's sole remedy for any such claim is to submit it to non-binding mediation as described in this Article 23.

ARTICLE 24 - ACKNOWLEDGMENTS

Section 24.1 Receipt of this Agreement and the Franchise Disclosure Document

Franchisee represents and acknowledges it has received, read and understands this Agreement and Franchisor's Franchise Disclosure Document, along with any applicable state addendums and Franchisor has accorded Franchisee ample time and opportunity to consult with advisors of its own choosing about the potential benefits and risks of entering into this Agreement. Franchisee represents and acknowledges it has received an exact copy of this Agreement and its Exhibits fully filled in, except for signatures, prior to the date on which this Agreement was executed. Franchisee further represents and acknowledges it has received, at least fourteen (14) calendar days prior to the date on which this Agreement was executed, the disclosure document required by the 2007 Amendment to the Federal Trade Commission Rule entitled Disclosure Requirements and Prohibitions Concerning Franchising and Business Opportunity Ventures.

Franchisee understands that Franchisor is relying on Franchisee to bring forward, in writing, at this time any matters inconsistent with any of the matters set forth in this Article 24, or otherwise, so that Franchisor can correct any misunderstandings. Franchisee agrees that if any of the statements or matters set forth in this Article 24 or otherwise are not true, correct and complete, Franchisee will make a written statement regarding such next to Franchisee's signature below so that Franchisor may address and resolve any such issue(s) at this time and before either party goes forward.

Franchisee acknowledges and agrees that in all of Franchisee's dealings with Franchisor, Franchisor's officers, directors, employees, and agents acted only in a representative capacity and not in an individual capacity. Franchisee further acknowledges that this Agreement, and all business dealings between Franchisee and such individuals as a result of this Agreement, are solely between Franchisee and Franchisor. Franchisee further represents to Franchisor, as an inducement to Franchisor's entry into this Agreement, that Franchisee has made no misrepresentations in obtaining the Franchised Business.

Section 24.2 Consultation by Franchisee

Franchisee represents it has been urged to consult with its own advisors with respect to the legal, financial and other aspects of this Agreement, the business franchised hereby and the prospects for that business. Franchisee represents it has either consulted with such advisors or has deliberately declined to do so.

Section 24.3 True and Accurate Information

If the Franchisee is a Corporation, Limited Liability Company or a general or limited partnership, Franchisee warrants and represents that Franchisee is duly organized, validly existing and in good standing under the laws of the state of organizations, and that Franchisee has the power to sign deliver and carry out this Agreement. The undersigned has taken all necessary action for proper authorization and will supply a true and accurate copy of that authorization with the Franchise Agreement. Franchisee represents that all information set forth in any and all applications, financial statements and submissions to Franchisor is true, complete and accurate in all respects, and Franchisee acknowledges Franchisor is relying upon the truthfulness, completeness and accuracy of such information.

Franchisee agrees that, under federal and state franchise laws and other applicable laws, Franchisor may be required to disclose Franchisee's name, home address and telephone number and Franchisee's owners consent to the disclosure of their names, home addresses and telephone numbers. Franchisee must notify Franchisor of any change in Franchisee's name, home address and telephone number within ten (10) days of the change. Franchisee releases Franchisor and its officers, directors, stockholders, agents and legal successors and assigns from all causes of action, suits, debts, covenants, agreements, damages, judgments, claims and demands, in law or in equity, or Franchisee ever had, now have, or that Franchisee later may have, from Franchisor's disclosure of your name, home address and telephone number.

Section 24.4 Risk

Franchisee represents it has conducted an independent investigation of the business contemplated by this Agreement and acknowledges that, like any other business, an investment in a The Pizza Press ™ Business involves business risks and the success of the venture is dependent, among other factors, upon the business abilities and efforts of Franchisee. Franchisor makes no representations or warranties, express or implied, in this Agreement or otherwise, as to the potential success of the business venture contemplated hereby. In addition, Franchisor makes no warranty as to Franchisees ability to operate The Pizza Press Business in the jurisdiction where Franchisee's The Pizza Press franchise is to be operated. It is Franchisee's obligation to seek or obtain advice of counsel specifically on this issue. If legislation enacted by, or regulation of, any governmental body prevents Franchisee from operating a The Pizza Press Business, the Franchisor is not liable for damages, nor required to indemnify Franchisee or to return any monies received from Franchisee.

Section 24.5 No Guarantee of Success

Franchisee represents and acknowledges it has not received or relied on any guarantee, express or implied, as to the revenues, profits or likelihood of success of the Franchised Business. Franchisee represents and acknowledges there have been no representations by Franchisor's directors, managers, members, employees, attorneys or agents that are not contained in, or are inconsistent with, the statements made in the Franchise Disclosure Document or this Agreement.

Section 24.6 No Violation of Other Agreements

Franchisee represents its execution of this Agreement will not violate any other agreement or commitment to which Franchisee or any holder of a legal or beneficial interest in Franchisee is a party.

Section 24.7 Independent Obligations

Each obligation or other provision contained in this Agreement shall be deemed and construed as a separate and independent covenant, condition and obligation of the party bound by, undertaking or making the same, and not dependent on any other provisions of this Agreement, unless expressly so provided. If any party has breached any obligation or other provision contained in this Agreement in any respect, the fact there exists another obligation or provision relating to the same subject matter (regardless of the relative levels of specificity) which the party has not breached shall not detract from or mitigate the fact the party is in breach of the first obligation or other provision contained in this Agreement.

Section 24.8 Gender

Whenever the context of this Agreement requires, the masculine gender includes the feminine or neuter and vice versa, and the singular number includes the plural.

Section 24.9 Duty of Good Faith and Fair Dealing

This Agreement imposes upon both parties a Duty of Good Faith and Fair Dealing in performance of this Agreement. "Good Faith and Fair Dealing" means honesty in fact and the observance of reasonable standards of fair dealing in the industry.

Section 24.10 Franchisor's Business Judgment

The parties recognize, and any mediator or judge is affirmatively advised that certain provisions of this Agreement describes the right of Franchisor to take (or refrain from taking) certain actions in its sole discretion, and other actions in the exercise of its reasonable business judgment. Where this Agreement expressly requires that Franchisor make a decision based upon Franchisor's reasonable business judgment, Franchisor is required to evaluate the overall best interests of all The Pizza Press Businesses and Franchisor's own business interests. If Franchisor makes a decision based upon it's a reasonable business judgment, neither a mediator nor a judge shall substitute his or her judgment for the judgment so exercised by Franchisor. The fact that a mediator or judge might reach a different decision than the one made by Franchisor is not a basis for finding that Franchisor made its decision without the exercise of reasonable business judgment. Franchisor's duty to exercise reasonable business judgment in making certain decisions does not restrict or limit Franchisor's right under this Agreement to make other decisions based entirely on Franchisor's sole discretion as permitted by this Agreement. Franchisor sole discretion means that Franchisor may consider any set of facts or circumstances that it deems relevant in rendering a decision.

[THIS AREA IS INTENTIONALLY LEFT BLANK]

Even though this Agreement contains provisions requiring Franchisee to operate the Business and the Franchised Business in compliance with the System: (1) Franchisor does not have authority to control the day-to-day conduct and operation of Franchisee's business or employment decisions; and (2) Franchisee and Franchisor do not intend for Franchisor to incur any liability to third parties in connection with or arising from any aspect of the System or Franchisee's use of the System, whether or not in accordance with the requirements of the Manuals.

Nothing in this Agreement or any related Agreement is intended to disclaim the representations Franchisor made in the Franchise Disclosure Document. The submission of this Agreement to Franchisee does not constitute an offer to Franchisee, and this Agreement shall become effective only upon execution by Franchisor and Franchisee.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby have duly executed and delivered this Agreement on the Effective Date.

FRANCHISOR: **RMS FRANCHISE GROUP, INC.**	**FRANCHISEE**: ____,
By:______________________________	By:____________________________________
Name: Mo Hayat	Name: _____________________________
Title: Chief Development Officer	Title: ________________________________
	[or, if an individual]
	Signed:_______________________________
	Name printed:_____________________

EXHIBIT 1 TO THE FRANCHISE AGREEMENT

GENERAL RELEASE

THIS GENERAL RELEASE is made and given on this ____ day of ________________, 20____ by ____, ("RELEASOR") an individual/corporation/ limited liability company/partnership with a principal address of ________ ____, in consideration of:

- ❐ the execution by RMS Franchise Group, Inc. ("RELEASEE") of a successor Franchise Agreement or other renewal documents renewing the franchise (the "Franchise") granted to RELEASOR by RELEASEE pursuant to that certain Franchise Agreement (the "Franchise Agreement") between RELEASOR and RELEASEE; or

- ❐ RELEASEE'S consent to RELEASOR'S transfer or assignment of its rights and duties under the Franchise Agreement; or

- ❐ RELEASEE'S consent to RELEASOR'S transfer or assignment of its ownership of all or any part of the Franchise; or

- ❐ RELEASEE'S consent to RELEASOR'S assumption of rights and duties under the Franchise Agreement; or

- ❐ RELEASEE'S consent to termination of the Franchise Agreement; or

- ❐ RELEASEE'S refund of $ _____________ RELEASOR paid to RELEASEE,

and other good and valuable consideration, and accordingly:

RELEASOR hereby releases and discharges RELEASEE, RELEASEE'S officers, directors, managers, agents, legal representatives, attorneys, shareholders, members, partners, owners and employees (in their corporate and individual capacities), and RELEASEE'S successors and assigns, from any and all causes of action, suits, arbitrations, debts, damages, judgments, executions, claims and demands whatsoever, in law or in equity, that RELEASOR and RELEASOR'S heirs, executors, administrators, successors and assigns had, now have or may have, upon or by reason of any matter, cause or thing whatsoever from the beginning of the world to the date of this RELEASE arising out of or related to the Franchise, the Franchised Business (as defined in the Franchise Agreement) or the Franchise Agreement, including, without limitation, claims arising under federal, state or local laws, rules or ordinances; and

RELEASEE hereby releases and discharges RELEASOR, RELEASOR'S officers, directors, managers, agents, legal representatives, attorneys, shareholders, members, partners, owners and employees (in their corporate and individual capacities), and RELEASOR'S successors and assigns, from any and all causes of action, suits, arbitrations, debts, damages, judgments, executions, claims and demands whatsoever, in law or in equity, that RELEASEE and RELEASEE'S heirs, executors, administrators, successors and assigns had, now have or may have, upon or by reason of any matter, cause or thing whatsoever from the beginning of the world to the date of this RELEASE arising out of or related to the Franchise, the Franchised Business (as defined in the Franchise Agreement) or the Franchise Agreement, including, without limitation, claims arising under federal, state or local laws, rules or ordinances

This General Release shall not be amended or modified unless such amendment or modification is in writing and is signed by RELEASOR and RELEASEE.

IN WITNESS WHEREOF, RELEASOR has executed this General Release as of the date first above written.

RELEASOR:___________________________________
(Type/print name)
By: ____________________________________

Name:__________________________________

Title:___________________________________

(or, if an individual)

Signed:_________________________________

Name printed:___________________________________

RELEASEE: RMS Franchise Group, Inc.

By: ____

Name: Mo Hayat

Title: Chief Development Officer

GENERAL RELEASE ACKNOWLEDGMENT

STATE OF _________________
COUNTY OF _______________

On this ____ day of ______________________________, 20____ before me personally came ________________________________, known to me to be the same person whose name is signed to the foregoing General Release, and acknowledged the execution thereof for the uses and purposes therein set forth, [and who did swear and say that he/she is the ___________________ (title) of ____________________________ (company name), and he/she has the authority to execute said General Release].

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

_________________________________ (NOTARIAL SEAL)
Notary Public
My Commission expires:

GENERAL RELEASE ACKNOWLEDGMENT

STATE OF _________________

COUNTY OF _______________

This instrument was acknowledged before me on _____________________________, 20___, by Mo Hayat of RMS Franchise Group, Inc., who personally appeared before me at the time of notarization.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

_________________________________ (NOTARIAL SEAL)

Notary Public
My Commission expires:

EXHIBIT 2 TO THE FRANCHISE AGREEMENT

NON-DISCLOSURE AND NON-COMPETITION AGREEMENT

This NON-DISCLOSURE AND NON-COMPETITION AGREEMENT ("Agreement") made as of the ____ day of ___________________________, 20____, (the "Effective Date") is by and between ____ ("Franchisee") and ____ ("Individual").

W I T N E S S E T H:

WHEREAS, Franchisee is a party to that certain RMS Franchise Group, Inc. Franchise Agreement ("Franchise Agreement") by and between Franchisee and RMS Franchise Group, Inc. ("Company"); and

WHEREAS, Franchisee desires Individual to have access to or to review certain Trade Secrets and other Confidential Information of the Company, which are more particularly described below; and

WHEREAS, Franchisee is required by the Franchise Agreement to have Individual execute this Agreement prior to providing Individual access to Company's Trade Secrets and other Confidential Information; and

WHEREAS, Individual understands the necessity of not disclosing any such information to any other party, including any Covered Person or using such Trade Secrets or other Confidential Information to compete against Company, Franchisee or any other franchisee of Company in a Competitive Business now or in the future.

NOW, THEREFORE, in consideration of the mutual promises and undertakings set forth herein, and intending to be legally bound hereby, the parties hereby mutually agree as follows:

1. Recitals

The above preamble and recitals are true and correct and incorporated into this Agreement.

2. Trade Secrets

Individual understands Franchisee possesses and will possess the Company's Trade Secrets, which is important to its business. For purposes of this Agreement, "Trade Secrets" is information, without regard to form including, but not limited to, technical or non-technical data, know-how, formulas, patterns, compilations, programs, devices, methods, techniques, drawings, processes, financial data, financial plans, pro-formas, strategic plans, product plans, project plans, blueprints, lists of actual or potential customers or suppliers which are not commonly known by or available to the public and which information: (a) derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy. Individual understands Franchisee's providing of access to the Trade Secrets creates a relationship of confidence and trust between Individual and Franchisee with respect to the Trade Secrets.

3. Confidential Information

For purposes of this Agreement, "Confidential Information" means technical and non-technical information and know-how used in or related to The Pizza Press® Businesses and not commonly known by or available to the public, including, without limitation, Trade Secrets and any other information identified as confidential when delivered by the Company. Confidential Information shall not include, however, any information established by documentary evidence that: (a) is now or subsequently becomes generally available to the public through no fault of the Individual; (b) the Individual can demonstrate was rightfully in its possession, without obligation of nondisclosure, prior to disclosure pursuant to this Agreement; (c) is independently developed without the use of any Confidential Information; or (d) is rightfully obtained from a third party who has the right, without obligation of nondisclosure, to transfer or disclose such information;

4. Confidentiality/Non-Disclosure

a) Individual shall not whether in person, in writing, through the Internet or online through Social Media sites and/or applications communicate or divulge to (or use for the benefit of) any other person, firm, association, or corporation, with the sole exception of Franchisee, now or at any time in the future, any of the Company's Trade Secrets or Confidential Information.

b) Individual's obligations under paragraph 4(a) of this Agreement shall continue in effect after termination of Individual's relationship with Franchisee as an employee, agent, officer, director, executive, manager or member of Franchisee or a holder of a legal or beneficial interest in Franchisee, regardless of the reason or reasons for termination, and whether such termination is voluntary or involuntary, and Individual shall (and Franchisee is entitled to) communicate Individual's obligations under this Agreement to any future customer or employer of Individual to the extent deemed necessary by Franchisee for protection of Franchisee's rights and obligations herein.

5. Non-Competition

a) Individual agrees that for the period the Individual has a relationship with Franchisee and the period of two (2) years after the Individual no longer has a relationship with Franchisee and has ceased engaging in the conduct stated below, Individual shall not, directly or indirectly, own an interest in, manage, operate, provide services to, carry on, be engaged in or take part in, or share in the earnings of any Competitive Business anywhere within (1) the greater of: (i) Twenty-five miles of Franchisee's Approved Location as described in the Franchise Agreement; or (ii) the Protected Territory, as detailed in Section 2.5 of the Franchise Agreement, also described as follows: ____
____
____
______________________________________; and (2) Twenty-five miles of any The Pizza Press® Business wherever located in existence at the time of termination of the relationship with Franchisee, without the express written consent of Franchisee. Further, the Individual agrees for the period the Individual has a relationship with Franchisee and the period of two (2) years after the Individual no longer has a relationship with Franchisee, the Individual shall not divert or attempt to divert any customer, employee or other business associate of Franchisee, the Company, the Company's Affiliate(s) (as defined in the Franchise Agreement) or any other franchisee to any Competitive Business or solicit or otherwise attempt to induce or influence (by direct or indirect means) any customer, employee or other business associate of Franchisee, the Company, the Company's Affiliate(s) (as defined in the Franchise Agreement) or any other franchisee to terminate or modify their business relationship with Franchisee, the Company, the Company's Affiliate(s) (as defined in the Franchise Agreement) or any other franchisee.

b) “Competitive Business” means any business that offers or provides (or grants franchises or licenses to others to operate a business that offers or provides) restaurant industry that are offered or supplied by The Pizza Press franchisees, which are the same as or similar to those provided by The Pizza Press® Businesses or in which Trade Secrets or other Confidential Information could be used to the disadvantage of Franchisor, any Affiliate or The Pizza Press’s other franchisees; provided, however, that the term “Competitive Business” shall not apply to (a) any business operated by Franchisee under a franchise agreement with Franchisor, (b) any business operated by a publicly-held entity in which Franchisee owns less than a five percent (5%) legal or beneficial interest, (c) any business operated by Franchisee or its Affiliate(s) that has been disclosed, in writing, to Franchisor prior to the Effective Date of this Agreement, or (d) any business such as a marketing or scheduling company whose primary business is not affiliated with the restaurant industry .

c) Except as set forth in paragraph 5(a), “Affiliate” means any business entity that controls, is controlled by, or is under common control with Individual.

6. <u>Miscellaneous</u>

a) This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof. This Agreement supersedes any prior agreements, negotiations and discussions between Individual and Franchisee. This Agreement cannot be altered or amended except by an agreement in writing signed by the duly authorized representatives of the parties.

b) The Company reserves the right to reduce the scope of the obligations under the covenants contained in Articles 7 and 17 of the Franchise Agreement unilaterally and without the consent of any other person or entities effective upon giving notice thereof.

c) Any signor below agrees to not hire any employee during their employment or contract with Franchisee, with individuals that are not United States Citizens or Naturalized Citizens of the United States.

d) If all or any portion(s) of any provision(s) of this Agreement are held to be invalid, unreasonable, illegal or unenforceable under applicable law, such invalid, unreasonable, illegal or unenforceable portion(s) of any provision(s) shall be amended, limited or excluded from this Agreement to the minimum extent required by applicable law so that this Agreement shall otherwise remain in full force and effect and enforceable in accordance with its terms.

e) This Agreement shall be effective as of the Effective Date and shall be binding upon the successors and assigns of Individual, Individual’s family members, ancestors, descendants, and collaterals, and shall inure to the benefit of Franchisee, its subsidiaries, successors and assigns and RMS Franchise Group, Inc.

f) Individual shall reimburse Franchisee or Company for any and all costs and attorney fees incurred by Franchisee or Company in the enforcement of the terms of this Agreement.

g) The failure of either party to insist in any one (1) or more instances upon performance of any terms and conditions of this Agreement shall not be construed a waiver of future performance of any such term, covenant or condition of this Agreement and the obligations of either party with respect thereto shall continue in full force and effect.

h) The paragraph headings in this Agreement are included solely for convenience and shall not affect, or be used in connection with, the interpretation of this Agreement. Whenever the context of this Agreement requires, the masculine gender includes the feminine or neuter and vice versa, and the singular number includes the plural. Capitalized terms not herein defined shall have the meaning set forth in the Franchise Agreement.

i) The Company shall be a third-party beneficiary of this Agreement.

j) If individual violates this Agreement and competes with Franchisor, its Assigns, or any Franchisees, Franchisor has the right to require that all sales made by the competitive business are reported to Franchisor. Individual will also pay to Franchisor, without demand, a weekly fee of $1000, retroactive to the first date of the violation and for each week that the violation continues or until judicial order is entered, without being deemed to revive or modify this Agreement. These payments are liquidated damages to compensate Franchisor for its damages from Individual's violation of this covenant not to compete and are not a penalty. Individual agrees that the length of time and geographical restrictions contained in this Agreement are fair and reasonable and not the result of overreaching, duress or coercion of any kind. Individual agrees that its full, uninhibited and faithful observance of each of the covenants in this section will not cause any undue hardship financial or otherwise and that the enforcement of each of these covenants in this section will not impair Individual's ability to obtain employment commensurate with Individual's abilities and on terms fully acceptable to Individual or otherwise to obtain income required for the comfortable support of Individual and Individual's family and the satisfaction of Individual's creditors. Individual agrees that his/her special knowledge of the business of a The Pizza Press franchise would cause Franchisor and its franchisees serious injury and loss if Individual, or anyone acquiring this knowledge through Individual, were to use this knowledge to the benefit of a competitor or were to compete with Franchisor or any of our other Franchisees.

k) if any court finally holds that the time or Territory or any other provision in this Section is an unreasonable restriction upon Individual, Individual agrees that the provisions of this Agreement are not rendered void, but apply as to time and Territory or to any other extent as the court may judicially determine or indicate is a reasonable restriction under the circumstances involved.

INDIVIDUAL CERTIFIES THAT HE OR SHE HAS READ THIS AGREEMENT CAREFULLY, AND UNDERSTANDS AND ACCEPTS THE OBLIGATIONS IT IMPOSES WITHOUT RESERVATION. NO PROMISES OR REPRESENTATIONS HAVE BEEN MADE TO SUCH PERSON TO INDUCE THE SIGNING OF THIS AGREEMENT.

IN WITNESS WHEREOF, Franchisee has caused this Agreement to be executed by its duly authorized officer, manager or executive and Individual has executed this Agreement, all being done in triplicate originals with one (1) original being delivered to each party and Company as of the Effective Date .

WITNESS:	Franchisee
______________________________	By:____________________________
	Its:____________________________

Individual

Signature:________________________

Printed Name:_____________________

NON-DISCLOSURE AND NON-COMPETITION AGREEMENT ACKNOWLEDGMENT

State of _________________________)
) ss
County of _________________)

On this ____ day of _____________, 20____ before me personally came __________________, known to me to be the same person whose name is signed to the foregoing Non-Disclosure and Non-Competition Agreement, and acknowledged the execution thereof for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

________________________________ (NOTARIAL SEAL)
Notary Public
My Commission expires:

NON-DISCLOSURE AND NON-COMPETITION AGREEMENT ACKNOWLEDGMENT

State of _________________________)
) ss
County of _________________)

On this ____ day of _____________, 20____ before me personally came __________________, known to me to be the same person whose name is signed to the foregoing Non-Disclosure and Non-Competition Agreement, and acknowledged the execution thereof for the uses and purposes therein set forth, [and who did swear and say that he/she is the ________________________ (title) of _____ ____ (franchisee name), and he/she has the authority to execute said Non-Disclosure and Non-Competition Agreement].

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

________________________________ (NOTARIAL SEAL)
Notary Public
My Commission expires:

EXHIBIT 3 TO THE FRANCHISE AGREEMENT

GUARANTY AND ASSUMPTION OF OBLIGATIONS

This GUARANTY AND ASSUMPTION OF OBLIGATIONS ("Guaranty") is given this day of ____________, 20, by____
____
____________________.

In consideration of, and as an inducement to, the execution of that certain Franchise Agreement of even date herewith ("Agreement") by RMS Franchise Group, Inc. ("Franchisor"), each of the undersigned hereby personally and unconditionally guarantees to Franchisor and its successors and assigns, for the term of the Agreement and thereafter as provided in the Agreement, that ____ ("Franchisee") shall punctually pay and perform each and every undertaking, agreement and covenant set forth in the Agreement. Each of the undersigned shall be personally bound by, and personally liable for, Franchisee's breach of any provision in the Agreement, including those relating to monetary obligations and obligations to take or refrain from taking specific actions or to engage or refrain from engaging in specific activities, such as those contemplated by Articles 7 and 17 of the Agreement. Each of the undersigned waives: (a) acceptance and notice of acceptance by Franchisor of the foregoing undertakings; (b) notice of demand for payment of any indebtedness or non-performance of any obligations hereby guaranteed; (c) protest and notice of default to any party with respect to the indebtedness or non-performance of any obligations hereby guaranteed; (d) any right it may have to require that an action be brought against Franchisee or any other person as a condition of liability; and (e) any and all other notices and legal or equitable defenses to which it may be entitled.

Each of the undersigned consents and agrees that: (a) his direct and immediate liability under this Guaranty shall be joint and several; (b) he shall render any payment or performance required under the Agreement upon demand if Franchisee fails or refuses punctually to do so; (c) such liability shall not be contingent or conditioned upon pursuit by Franchisor of any remedies against Franchisee or any other person; and (d) such liability shall not be diminished, relieved or otherwise affected by any extension of time, credit or other indulgence which Franchisor may from time to time grant to Franchisee or to any other person including, without limitation, the acceptance of any partial payment or performance, or the compromise or release of any claims, none of which shall in any way modify or amend this Guaranty, which shall be continuing and irrevocable during the term of the Agreement.

Each of the undersigned further consents and agrees he shall be a party to any of the actions or claims between Franchisor and Franchisee for injunctive relief or specific performance or relating to the ownership of any of Franchisor's Marks or the unauthorized use or disclosure of Franchisor's Trade Secrets or Confidential Information, or which are to be resolved by non-binding mediation as set forth in the Agreement. Each of the undersigned also agrees to be personally bound by the waiver of jury trial as set forth in Section 23.6 of the Agreement.

Whenever the context of this Guaranty requires, the masculine gender includes the feminine or neuter and vice versa, and the singular number includes the plural.

Capitalized terms not defined herein shall have the meaning set forth in the Agreement.

IN WITNESS WHEREOF, this Guaranty has been duly executed and delivered by each of the undersigned, intending to be legally bound hereby, on the date set forth in the introductory paragraph of this Guaranty.

PERSONAL GUARANTOR

____
Personally and Individually (Printed Name)

____
Personally and Individually (Signature)

HOME ADDRESS
____
____

TELEPHONE NO.:_________________
PERCENTAGE OF OWNERSHIP
IN FRANCHISEE:____%
Social Security #:_______________________

PERSONAL GUARANTOR

____
Personally and Individually (Printed Name)

____
Personally and Individually (Signature)

HOME ADDRESS
____
____

TELEPHONE NO.:_________________
PERCENTAGE OF OWNERSHIP
IN FRANCHISEE:____%
Social Security #:______________________

PERSONAL GUARANTOR

____
Personally and Individually (Printed Name)

____
Personally and Individually (Signature)

HOME ADDRESS
____
____

TELEPHONE NO.:_________________
PERCENTAGE OF OWNERSHIP
IN FRANCHISEE:____%
Social Security #:_______________________

PERSONAL GUARANTOR

____
Personally and Individually (Printed Name)

____
Personally and Individually (Signature)

HOME ADDRESS
____
____

TELEPHONE NO.:_________________
PERCENTAGE OF OWNERSHIP
IN FRANCHISEE:____%
Social Security #:______________________

PERSONAL GUARANTOR

____
Personally and Individually (Printed Name)

____
Personally and Individually (Signature)

HOME ADDRESS
____
____

TELEPHONE NO.:_________________
PERCENTAGE OF OWNERSHIP
IN FRANCHISEE:____%
Social Security #:_______________________

PERSONAL GUARANTOR

____
Personally and Individually (Printed Name)

____
Personally and Individually (Signature)

HOME ADDRESS
____
____

TELEPHONE NO.:_________________
PERCENTAGE OF OWNERSHIP
IN FRANCHISEE:____%
Social Security #:______________________

*** Note: All Owners with 5% interest in the legal entity or more must fill this page out.**

EXHIBIT 4 TO THE FRANCHISE AGREEMENT

HOLDERS OF 5% OR MORE LEGAL OR BENEFICIAL INTEREST IN FRANCHISEE; OFFICERS, DIRECTORS AND MANAGERS

Holders of Legal or Beneficial Interest:

Name:____________________________________
Position/Title:_______________________________
Home Address: ____________________________
____
____
Telephone No.:______________________________
E-mail address:______________________________
Percentage of ownership: ____________%

Name:______________________________
Position/Title:_______________________
Home Address:______________________
____
____
Telephone No.:______________________
E-mail address:______________________
Percentage of ownership _____________%

Name:____________________________________
Position/Title:_______________________________
Home Address: ____________________________
____
____
Telephone No.:______________________________
E-mail address:______________________________
Percentage of ownership: ____________%

Name:______________________________
Position/Title:_______________________
Home Address:______________________
____
____
Telephone No.:______________________
E-mail address:______________________
Percentage of ownership _____________%

Name:____________________________________
Position/Title:_______________________________
Home Address: ____________________________
____
____
Telephone No.:______________________________
E-mail address:______________________________
Percentage of ownership: ____________%

Name:______________________________
Position/Title:_______________________
Home Address:______________________
____
____
Telephone No.:______________________
E-mail address:______________________
Percentage of ownership _____________%

Officers, Directors and Managers:

Name:____________________________________
Position/Title:_______________________________
Home Address: ____________________________
____
____
Telephone No.:______________________________
E-mail address:______________________________

Name:______________________________
Position/Title:_______________________
Home Address:______________________
____
____
Telephone No.:______________________
E-mail address:______________________

Name:____________________________________
Position/Title:_______________________________
Home Address: ____________________________
____
____
Telephone No.:______________________________
E-mail address:______________________________

Name:______________________________
Position/Title:_______________________
Home Address:______________________
____
____
Telephone No.:______________________
E-mail address:______________________

EXHIBIT 5 TO THE FRANCHISE AGREEMENT

MULTI-STATE ADDENDUMS

TO AVOID DUPLICATION IN THE FRANCHISE DISCLOSURE DOCUMENT THESE ARE LOCATED

AT EXHIBIT G TO THE FRANCHISE DISCLOSURE DOCUMENT

ON THE EXECUTION COPY THE APPLICABLE STATE ADDENDUM WILL BE

LOCATED AT THIS EXHIBIT 5 TO THE FRANCHISE AGREEMENT

EXHIBIT 6
TO THE FRANCHISE AGREEMENT
MARKS

Franchisee has the right to operate a Franchised Business exclusively under the trade name and service mark "The Pizza Press" and under any other trade names, trademarks, service marks, logotypes, or other commercial symbols, and patents (the "Marks") currently authorized for use or that RMS Franchise Group may later authorize for use in the operation of franchised businesses under the System. Franchisor's Affiliate Ramisons, Inc. is the sole and exclusive owner and licensor of all right, title, and interest in the Marks. The following Mark(s) are registered on the Principal Register of the United States Patent and Trademark Office ("USPTO"). All necessary renewal applications have been filed with respect to the following Mark:

Mark	**International Classification**	**Registration Number**	**Filing Date**
THE PIZZA PRESS (Standard Character Mark)	025 035 043	4,893,370 4,749,011 4,613,002	February 7, 2014 February 7, 2014 February 7, 2014
THE PIZZA PRESS®	043	4,616,702	February 7, 2014
GREAT PIZZA GIVEAWAY DAY (Standard Character Mark)	043	4,613,002	February 7, 2014

Our Affiliate, Ramisons, Inc., has granted Us a license to use and sublicense to use the above-mentioned Marks, dated June 20, 2014. The term of the license is for 99 years. The license agreement may be terminated if We take any affirmative act of insolvency, if a receiver or trustee is appointed to take possession of our properties and is not discharged within 90 days, if We wind up, sell, consolidate or merge our business, or if We breach any of our duties and obligations under the license and do not cure the breach within 60 days following written notice of the breach. Within the license agreement, the term "Marks" includes any other trade names, service marks, trademarks, designs, logos, slogans and commercial symbols now in existence or later adopted by our affiliate that are used in connection with the System. This license agreement licensed to Us any future trademarks acquired by our affiliate as well. In the event that Ramisons terminates our Agreement with them, they must honor all Franchisees sublicense agreements, including the right to renew.

Franchisor, as licensee to all right, title and interest to the Marks, except as described above, claims common law rights to the Marks and trade dress including: product names, business advertising materials and photographs. All necessary applications have been filed with respect to the federal registrations. Franchisee is authorized to use the Marks appearing above, and each Mark subsequently developed and designated by Franchisor, in the operation of Franchisee's Business.

Franchisor may change or modify the System presently identified by the Marks, including the adoption and use of new or modified trade names, service marks, trademarks or copyrighted materials, new programs or systems for the Franchise Business, new product lines, new employee training, new equipment or new techniques and Franchisee must accept, use and display those changes in the System, as if they were part of the Franchise Agreement at the time of its signing. Franchisee will make the changes at Franchisee's expense.

MARK USE GUIDELINES

Proper use of a mark involves some basic rules which center around ensuring that the mark is recognized by the public as an indication of single source and is distinguished from the mere name of a product or service.

Although these rules will vary somewhat for different types of marks and use situations, the recommended guidelines are presented below. Franchisor may modify such guidelines and impose additional restrictions with respect to such Marks in its sole discretion.

Use the mark only as a proper adjective followed by a noun, and not as a possessive, a description (noun), a plural or a verb. Make sure that the symbol "TM" (designating trademark used to indicate source of products) or "SM" (designating service mark used to indicate source of services), or ™ designating use of a federally registered Mark, as appropriate, prominently appears at least once in close association with the mark.

Make the mark stand out from the rest of the text (bolder type, ALL CAPS, *italics*, <u>underline,</u> etc.)

Avoid variations in spelling or display. By way of example, the following is proper:

The Pizza Press®
The Pizza Press™
The Pizza Press℠

The following is not proper:

Take yourself to The Pizza Press (noun, no special typography, no service mark indication)
There are numerous The Pizza Press's around the country. (noun, plural, no special typography, variation, no service mark symbol)
Our Pizza Press (possessive, variation, no service mark symbol)

It is not necessary that the SM, TM, or ® be used so often as to become obtrusive; once or twice in a short document is enough. When it is not obvious from the text, it is important that a legend indicating ownership of the marks appears somewhere reasonably visible on the document; namely, The Pizza Press® (and design) are trademarks and service marks of Ramisons, Inc.

EXHIBIT 7
TO THE FRANCHISE AGREEMENT
FRANCHISE DISCLOSURE QUESTIONNAIRE

As You know, RMS Franchise Group, Inc. and You are preparing to enter into a Franchise Agreement for the operation of a Franchised Business. In this Franchisee Disclosure Questionnaire, RMS Franchise Group, Inc. will be referred to as “The Pizza Press,” “We” or “Us.” The purpose of this Questionnaire is to determine whether any statements or promises were made to You that We did not authorize and that may be untrue, inaccurate or misleading.

Prospective Franchisee acknowledges:	Date	Initials
Date You received FDD	/	
Date of your first face-to-face meeting with a RMS Franchise Group representative for the purpose of discussing the sale or possible sale of a franchise	/	
Date You received the Franchise Agreement with all blanks filled in except signatures	/	
Date You received a copy of any addendum or additional documents, if any, with all blanks filled in except signatures	/	
Date You signed the Franchise Agreement	/	
Date You signed any addendum or additional documents	/	
Earliest date You delivered a check or money to The Pizza Press or its representative	/	

Other than what was contained in the FDD, or consistent with the information contained in the FDD, **<u>You were not given</u>** information by RMS Franchise Group, Inc., or its or their sales representative regarding the following:

	True	False	Initials
Actual sales or profits of other units	❐	❐	________
Average sales or profit figures	❐	❐	
Projections as to how much money a franchisee could make	❐	❐	________
Projections as to the level of sales a franchisee could make	❐	❐	________

If You answered "false" to any of the above questions, please explain your answer below.

____

____

____

____

____

ACKNOWLEDGMENT REGARDING OWNERSHIP OR OTHER INTEREST

Acknowledgment Regarding Controlling Persons. Franchisee hereby acknowledges that Franchise Owner is a(n):

________ Individual	________ Corporation
________ Partnership	________ Limited Liability Company
________ Joint Venture	________ Other business form
	____________________(describe)

Franchise Owner hereby warrants and represents that the following persons own, either legally or beneficially, voting control of Franchise Owner:

NAME	TYPE OF OWNERSHIP (LEGAL OR BENEFICIAL)	PERCENTAGE OF INTEREST OWNED

Please review each of the following questions carefully and provide honest and complete responses to each question.

1. Have You received and personally reviewed RMS Franchise Group, Inc. Franchise Agreement and each exhibit, addendum and schedule attached to it?
   Yes ___ No ___

2. Do You understand all of the information contained in the Franchise Agreement and each exhibit and schedule attached to it?
   Yes ___ No ___

   If "No", what parts of the Franchise Agreement do You not understand? (Attach additional pages, if necessary.)

   ____

   ____

   ____

   ____

   ____

3. You relied on the financial condition of a parent or affiliated company in determining whether to enter into this Agreement.
   Yes ___ No ___

4. Have You received and personally reviewed our Disclosure Document We provided to You?

   Yes ___ No ___

5. Do You understand all of the information contained in the Franchise Disclosure Document?

Yes ___ No ___

If "No", what parts of the Franchise Disclosure Document do You not understand? (Attach additional pages, if necessary.)

____

____

____

____

____

6. Have You discussed the benefits and risks of operating the Franchised Business with an attorney, accountant or other professional advisor and do You understand those risks?
Yes ___ No ___

7. Do You understand that the success or failure of your business will depend in large part upon your skills and abilities, competition from other businesses, interest rates, inflation, labor and supply costs, lease terms and other economic and business factors?
Yes ___ No ___

8. Other than what was contained in Item 19 of FDD, or collateral marketing pieces consistent with the information contained in Item 19 of the FDD, has any employee or other person speaking on our behalf made any statement or promise inconsistent with Item 19 of the FDD, concerning the revenues, profits or operating costs of the Franchised Business that We or our franchisees operate?
Yes ___ No ___

9. Has any employee or other person speaking on our behalf made any statement or promise concerning a Franchised Business that is contrary to, or different from, the information contained in the Disclosure Document?
Yes ___ No ___

10. Other than what was contained in Item 19 of the FDD has any employee or other person speaking on our behalf made any statement or promise concerning the likelihood of success that You should or might expect to achieve from operating a Franchised Business?
Yes ___ No ___

11. Has any employee or other person speaking on our behalf made any statement, promise or agreement concerning the advertising, marketing, training, support service or assistance that We will furnish to You that is contrary to, or different from, the information contained in the Disclosure Document?
Yes ___ No ___

12. If You have answered "Yes" to any of questions 8 through 11, please provide a full explanation of your answer in the following blank lines. (Attach additional pages, if necessary, and refer to them below.) If You have answered "No" to each of such questions, please leave the following lines blank.

____

____

____

____

____

13. Do You understand that in all dealings with You, our officers, managers, members, directors, attorneys, employees and agents act only in a representative capacity and not in an individual capacity and such dealings are solely between You and Us?
Yes ___ No ___

You understand that your answers are important to Us and that We will rely on them.

By signing this Franchisee Disclosure Questionnaire, You are representing that You have responded truthfully to the above questions. You acknowledge that RMS Franchise Group, Inc. is relying on the accuracy of the above information, and that the information set forth above is true and correct. (The following persons must sign: each person who owns 5% or more of a corporation or limited liability company, each partner; or sole proprietor).

____
Print Name: ___________________________
Title: President
SSN# ___________________________

____
Print Name: ___________________________
Title: Vice-President
SSN# ___________________________

____
Print Name: ___________________________
Title: ___________________________
SSN# ___________________________

EXHIBIT 8
TO THE FRANCHISE AGREEMENT
AUTHORIZATION AGREEMENT
AUTOMATIC DEPOSITS (ACH WITHDRAWALS)

Franchisor Name: **RMS Franchise Group, Inc.**

I (We) hereby authorize RMS Franchise Group, Inc., hereinafter called Franchisor, to initiate debit entries to my (our) Checking Account/Savings Account (Select One) indicated below at the depository financial institution named below, and to debit the same to such account. I (We) acknowledge that the origination of ACH transactions to my (our) account must comply with the provisions of U.S. Law, and that I will be responsible for any banking fees that my institution charges.

Financial Institution Name: ___________________________________ Branch: ____________________

City: ________________________ State: _________ Zip: __________ Phone: ____________________

ACH/Routing Number: _________________________ Account Number: __________________________
(Must be Nine Digits)

This authorization is to remain in full force and effect until RMS Franchise Group has received a written replacement ACH Withdrawal Form notification from me. I (We) understand that revocation of this Authorization Agreement by me (Us) may constitute an event of Default under the Franchise Agreement.

I (We) understand that the amount to be withdrawn by Franchisor will not be the same each month and I (We) therefore authorize all monetary transfers pursuant to Articles 3 and 11 of the Franchise Agreement.

________________________________	________________________________
Print Franchisee / Account Holder Name	Print Franchisee/Co-Account Holder Name
________________________________	________________________________
Franchisee/ Account Holder Signature Date	Franchisee/Co-Account Holder Signature - Date
________________________________	________________________________
Daytime Phone Number	Email Address

PLEASE ATTACH A VOIDED CHECK TO THIS FORM

Please Return Form to: RMS Franchise Group, Inc.
ATTN: Franchise Accounting Department
2390 East Orangewood, Suite 550
Anaheim, CA 92806
Phone #: (844) 84-PRESS

EXHIBIT 9
TO THE FRANCHISE AGREEMENT
TELEPHONE NUMBER ASSIGNMENT AGREEMENT AND POWER OF ATTORNEY

FOR VALUE RECEIVED, the undersigned ("Franchisee") irrevocably assigns the telephone listing and numbers stated below and any successor, changed or replacement number or numbers effective upon the date of termination of the Franchise Agreement described below to RMS Franchise Group, Inc. ("Franchisor"), upon the following terms:

1. This assignment is made under the terms of the RMS Franchise Group Franchise Agreement dated ____________________ authorizing Franchisee to do business as "RMS Franchise Group" (the "Franchise Agreement"), which in part pertains to the telephone listing and numbers the Franchisee uses in the operation of the Franchised Business covered by the Franchise Agreement.

2. Franchisee retains the limited right to use the telephone listing and numbers only for transactions and advertising under the Franchise Agreement while the Franchise Agreement between Franchisor and Franchisee remains in full force, but upon termination or expiration of the Franchise Agreement, Franchisee's limited right to use of the telephone listing and numbers also terminates. In this event, Franchisee agrees to immediately discontinue use of all listings and numbers. At Franchisor request, Franchisee will immediately sign all documents, pay all monies, and take all other action necessary to transfer the listings and numbers to Franchisor.

3. The telephone numbers and affiliated listings subject to this assignment are: ____. Franchisee shall provide Franchisor with all numbers on the rotary series and all numbers the Franchisee uses in the Franchised Business in the future within 5 business days of creation of that number.

4. Franchisee shall pay all amounts owed for the use of the telephone numbers and affiliated listings Franchisee incurs. On termination or expiration of the Franchise Agreement, Franchisee shall immediately pay all amounts owed for the listings and telephone numbers, whether or not due, including all sums owed under existing contracts for telephone directory or online advertising.

5. Franchisee appoints Franchisor as Franchisee's Attorney-In-Fact to act in Franchisee's place for the purpose of assigning any telephone number covered by Paragraph 3 above to Franchisor or Franchisor's designees or Transferees. Franchisee grants Franchisor full authority to act in any manner proper or necessary to the exercise of these powers, including full power of substitution and signing or completion of all documents required or requested by any telephone company to transfer the numbers, and ratifies every act that Franchisor lawfully performs in exercising those powers.

This power of attorney is effective for five (5) years from the date of expiration, cancellation or termination of Franchisee's rights under the Franchise Agreement for any reason.

Franchisee intends that this power of attorney be coupled with an interest. Franchisee declares this power of attorney to be irrevocable and renounces all right to revoke it or to appoint another person to perform the acts referred to in this instrument. This power of attorney is not affected by Franchisee's later incapacity. This power is created to secure performance of a duty to Franchisor and is for consideration.

THE PARTIES have caused this Agreement to be duly signed as evidenced by their signatures appearing below.

FRANCHISEE: EACH OF THE BELOW PERSONS AGREES TO BE BOUND BY THE PROVISIONS OF THIS AGREEMENT, IN BOTH INDIVIDUAL AND REPRESENTATIVE CAPACITIES.

Signed the _____ day of __________________________, 20___.

PRESIDENT / MANAGING MEMBER	VICE-PRESIDENT / CO-MEMBER
________________________________ Personally and Individually (Printed Name)	________________________________ Personally and Individually (Printed Name)
________________________________ Personally and Individually (Signature)	________________________________ Personally and Individually (Signature)
________________________________ In your Representative Capacity (Printed Name)	________________________________ In your Representative Capacity (Printed Name)
________________________________ In your Representative Capacity (Signature)	________________________________ In your Representative Capacity (Signature)

EXHIBIT 10
TO THE FRANCHISE AGREEMENT
CREDIT AND SECURITY AGREEMENT

THIS CREDIT AND SECURITY AGREEMENT is entered into on the ____ day of ___________________________, 20____, between **RMS Franchise Group, Inc.,** a California Corporation ("The Pizza Press") and **__________________________________,** a ______________________ corporation ("Franchisee"). In consideration of The Pizza Press franchise granted to Franchisee by The Pizza Press pursuant to that certain The Pizza Press Franchise Agreement dated _____________________________ (the "Franchise Agreement") and/or the extension of credit by The Pizza Press to Franchisee, and other good and valuable consideration, The Pizza Press and Franchisee agree as follows:

1. DEFINITIONS. In this Agreement:

A. The term **"Obligations"** refers to the following obligations that are secured by this Agreement:

(1) all amounts owed by Franchisee to The Pizza Press and its affiliates from time to time under the Franchise Agreement or any other agreement between Franchisee and The Pizza Press or any of its affiliates;

(2) all amounts owed by Franchisee to The Pizza Press from time to time arising from the purchase of products and services by Franchisee from The Pizza Press;

(3) all costs incurred by The Pizza Press to obtain, preserve, perfect, and enforce this Agreement and the security interest granted herein, to collect the Obligations, and to maintain, preserve, collect, and secure the Collateral (as defined below), including, but not limited to, repairs, replacements, taxes, assessments, insurance premiums, repairs, reasonable attorneys' fees and legal expenses, rent, storage costs, and expenses of sale;

(4) all other debts, obligations, liabilities, and agreements of Franchisee to The Pizza Press now or hereafter arising, absolute or contingent, joint or several, secured or unsecured, due or not due, contractual or tortious, liquidated or unliquidated, arising by operation of law or otherwise, direct or indirect; and

(5) interest on the above amounts as agreed upon among the parties or, if not otherwise agreed, at a per annum rate of interest equal to the lesser of (i) two (18%) percentage points above the Prime Rate or (ii) the maximum rate of interest allowed under applicable law.

B. The term **"Collateral"** refers to the following property of Franchisee:

(1) all items sold by The Pizza Press or an affiliate to Franchisee;

(2) all other assets and collateral, including inventory, equipment, goods, fixtures, of Franchisee whenever acquired, wherever located, and whether now or hereafter existing which is acquired by Franchisee pursuant to or in connection with the business conducted under the Franchise Agreement;

(3) all accessions, attachments, and other additions to, substitutes for, replacements for, and improvements to the foregoing;

(4) all documents, contract rights, instruments, accounts, general intangibles, and chattel paper, now existing or hereafter arising, with respect to the sale, lease, or consignment of any of the foregoing;

(5) all policies of insurance covering the foregoing; and

(6) all proceeds of any of the foregoing.

C. The term **"Prime Rate"** refers to the per annum rate of interest equal to the base rate of interest announced from time to time by JPMorgan Chase Bank, as its prime rate of interest, which rate of interest may not be its lowest base rate of interest.

D. All other capitalized terms used herein but not defined above shall have the same meaning as in the Franchise Agreement.

2. SECURITY INTEREST.

Subject to the terms of this Agreement, Franchisee assigns and grants to The Pizza Press a security interest and lien on the Collateral to secure the payment and the performance of the Obligations. The Pizza Press will have the right to file a UCC-1 form on all items of security, as well as, filing a construction or mechanic's lien, whichever is applicable in the jurisdiction, on the Collateral until such time that The Pizza Press have been paid in full for the Collateral.

3. INVENTORY LOCATION.

A. Franchisee represents and warrants to Franchisor that:

(1) Franchisee's principal place(s) of business is/are: (include City, County, State)

______________________, ____________________, _______________, _____.
(Address) (City) (County) (State)

(2) The Collateral will be kept at Franchisee's principal place(s) of business or the Franchised Business or ship to address for the project being designed and ordered for.

(3) The office where Franchisee keeps the records concerning accounts and contract rights is in __________________________, ____________________, ___________.
(City) (County) (State)

B. Franchisee will promptly notify The Pizza Press of any addition to, change in, or discontinuance of any address of Franchisee, place or places where Collateral is kept, Franchisee's principal place of business, or location of the office where records concerning accounts and contract rights are kept.

4. RECORDS AND INSPECTIONS.

Franchisee at all times will maintain reasonable, current and accurate books and records covering the Collateral. From time to time upon the request of The Pizza Press, Franchisee shall deliver detailed descriptions and lists of the items included in the Collateral, as well as such other reports and information deemed by The Pizza Press to be necessary or appropriate to enable The Pizza Press to determine the value and location of the Collateral. The Pizza Press and its agents and representatives may inspect the Collateral and Franchisee's records with respect to the Collateral during normal business hours.

5. TITLE.

At the time Franchisee grants to The Pizza Press a security interest in any Collateral, Franchisee shall be the absolute owner thereof and shall have the right to grant such security interest. Franchisee shall defend the Collateral against all claims and demands of all persons at any time claiming any interest in any of the Collateral that is adverse to The Pizza Press. Franchisee shall keep the Collateral free from all liens, claims, and security interests, except as to any applicable personal property taxes not yet due and the security interest created hereby.

6. FINANCING STATEMENTS.

A. Franchisee warrants that no financing statement covering the Collateral is or will be on file in any public office, except the financing statements relating to the security interest granted to The Pizza Press herein.

B. Franchisee shall sign all financing statements and any other papers furnished by The Pizza Press that are necessary in the judgment of Franchisor to obtain, maintain, and perfect the security interest granted herein and to enable The Pizza Press to comply with any federal or state law in order to obtain or perfect The Pizza Press's interest in the Collateral or to obtain the proceeds of any Collateral.

7. TAXES AND INSURANCE.

A. Franchisee will pay when due all taxes and assessments on or with respect to the Collateral for its use, operation, and maintenance.

B. Franchisee shall insure the Collateral with companies acceptable to The Pizza Press against such casualties and in such amounts as The Pizza Press shall require. All insurance policies shall be written for the benefit of Franchisee, and The Pizza Press as their interests may appear, or in other form satisfactory to The Pizza Press, and such policies or certificates evidencing the same shall be furnished to The Pizza Press. All policies of insurance shall provide for written notice to The Pizza Press at least thirty (30) days prior to cancellation. Risk of loss or damage is Franchisee's to the extent of any deficiency in any effective insurance coverage. The Pizza Press is appointed Franchisee's attorney-in-fact to collect any returned or unearned premiums or the proceeds of such insurance and to endorse any draft or check payable to Franchisee therefor, and The Pizza Press may apply such sums to the Obligations secured herein in such order and in such manner as The Pizza Press in its sole discretion shall decide.

8. PROTECTION OF COLLATERAL.

A. Franchisee will keep the Collateral in good order and repair and will not waste or destroy Collateral or any part or proceeds thereof.

B. Franchisee appoints The Pizza Press as Franchisee's attorney-in-fact with full power in Franchisee's name and on Franchisee's behalf to do every act that Franchisee is obligated or allowed to do hereunder, and to exercise all rights of Franchisee with regard to the Collateral and to make collections and to execute any and all papers and instruments and to do all other things necessary to preserve and protect the Collateral and to protect The Pizza Press's security interest in the Collateral; provided, however, that nothing in this Section 8.B. shall be construed to obligate The Pizza Press to take any action hereunder. In their sole discretion, The Pizza Press may undertake to perform any covenants, warranties, or actions required of Franchisee hereunder, to make payments required of Franchisee hereunder, or to pay for the repair, maintenance, and preservation of the Collateral. All sums and costs so expended, including, but not limited to, attorneys' fees, court costs, agent's fees, and commissions, shall bear interest from the date of expenditure until paid at the maximum rate of interest allowed by applicable law. All amounts due under this Section 8.B. are secured by this Agreement and shall be payable to The Pizza Press at its address indicated in the Franchise Agreement.

9. PAYMENT.

A. Franchisee shall make all payments required under the Note or any other agreement with The Pizza Press and their affiliates in the manner and within the time period provided in the Note and such other agreements.

B. If The Pizza Press in its sole discretion makes any payments pursuant to Section 1(B)(4) or Section 8 hereof, or makes any payments on behalf of Franchisee to suppliers or any other parties, Franchisee agrees to pay to the order of The Pizza Press the amount so expended within five (5) business days after The Pizza Press gives notice of such expenditure to Franchisee.

C. Upon default hereunder or expiration or sooner termination of the Franchise Agreement, Franchisee agrees to pay to the order of The Pizza Press all amounts outstanding under the Obligations immediately upon the giving of notice by The Pizza Press to Franchisee.

10. DEFAULT.

The following are events of default hereunder:

A. default in the timely payment of the Obligations or any part thereof; or

B. default in the timely performance or observance of the terms and conditions of this Agreement, the Franchise Agreement, or of any other agreement between Franchisee and The Pizza Press or their affiliates; or

C. the occurrence of any event or condition that results in the termination of, or constitutes grounds for the termination of, the Franchise Agreement, or would so result if not prevented by applicable law: or

D. any warranty, representation, or statement made or furnished to The Pizza Press herein, heretofore, or hereafter proves to have been false in any material respect when made or furnished; or

E. loss, theft, destruction, or encumbrance of any of the Collateral in violation hereof; or

F. sale or transfer of any of the Collateral, except for the sale of inventory in the ordinary course of Franchisee's business; or

G. belief by The Pizza Press that the prospect of payment of the Obligations or performance of this Agreement or of any of the Obligations is impaired; or

H. death, incapacity, dissolution, merger, consolidation, termination of existence, insolvency, or business failure of Franchisee or of any other person or entity liable on any of the Obligations; or

I. commencement of proceedings for the appointment of a receiver for any property of Franchisee; or

J. commencement of any proceeding under any bankruptcy or insolvency law by or against Franchisee (or any corporate action shall be taken to effect same), or any partnership of which Franchisee is a partner, or by or against any person or entity liable upon the Obligations or any part thereof, or liable upon Collateral; or

K. levy on, seizure, or attachment of any property of Franchisee; or

L. a judgment against Franchisee becomes final and remains unpaid for thirty (30) days.

11. REMEDIES.

A. When an event of default occurs, and at any time thereafter, The Pizza Press without notice or demand, may exercise any one or more of the following remedies:

(1) declare one or more of the Obligations, in whole or in part, immediately due and may enforce payment of the same;

(2) exercise all rights and remedies provided by this Agreement, by the Franchise Agreement, by The Pizza Press's state Business and Commerce Code, or by the Uniform Commercial Code or other law or regulation regulating secured transactions of any other applicable jurisdiction; and

(3) require Franchisee to assemble the Collateral and make it available at a place to be designated by The Pizza Press that is reasonably convenient to Franchisee.

B. Unless the Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, reasonable notification of the time and place of any public sale or reasonable notification of the time after which any private sale or other intended disposition is to be made shall be given by The Pizza Press to Franchisee. It is agreed that notice sent or given not less than five (5) calendar days prior to the taking of the action to which the notice relates, or such longer period of time as is required by applicable law, is reasonable notification and notice for the purposes of this Section 11.B.

C. Expenses or retaking, holding, preparing for sale or lease, selling, leasing, and the like shall include The Pizza Press's reasonable attorneys' fees and legal expenses.

D. The Pizza Press may surrender any insurance policies upon any of the Collateral and receive the unearned premium thereon. Franchisee shall be entitled to any surplus, after all monies owed to

Franchisor have been paid, and shall be liable to The Pizza Press for any deficiency. The proceeds of any disposition after default available to satisfy the Obligations shall be applied to the Obligations in such order and in such manner as The Pizza Press in their joint discretion shall decide.

12. MISCELLANEOUS.

A. The Pizza Press shall have the right at any time to execute and file this Agreement as a financing statement, but the failure to do so shall not impair the validity or enforceability of this Agreement.

B. The parties hereto do not intend to contract for, charge, or receive any interest or other charge that is usurious, and by execution of this Agreement Franchisee acknowledges that The Pizza Press have no such intent. In no event whatsoever, whether by reason of acceleration of maturity or otherwise, shall the amount paid or agreed to be paid to The Pizza Press for the use, forbearance, or detention of the money to be due hereunder or otherwise, or for the payment or performance of any covenant or obligation contained herein or in any other document evidencing, securing, or pertaining to any of the Obligations (all such other documents being hereinafter called the "Loan Documents"), exceed the maximum interest rate allowed by the laws of any applicable jurisdiction (hereinafter called the "Maximum Rate"). If, from any circumstance whatsoever, fulfillment of any provisions hereof or of the Loan Documents, at the time performance of such provisions shall be due, shall result in the interest to be paid exceeding the Maximum Rate, then such provisions shall be modified so that the rate of interest shall be reduced to the Maximum Rate, and if from any such circumstance The Pizza Press ever shall receive as interest or otherwise an amount that would cause the Maximum Rate to be exceeded, the portion of such amount that would be excessive interest shall be applied to the reduction of the principal amount owing hereunder or on account of any other principal indebtedness of Franchisee to The Pizza Press and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal hereof and such other indebtedness, such excess shall be refunded to Franchisee. All sums paid and agreed to be paid to The Pizza Press for the use, forbearance, or detention of the indebtedness of Franchisee shall, to the extent permitted by applicable law, be amortized, prorated, allocated, and spread throughout the whole term of such indebtedness so that the actual rate of interest on account of such indebtedness is uniform throughout the term thereof. The terms and provisions of this paragraph shall control and supersede any other provision of this Agreement or the Loan Documents.

C. All rights and remedies of The Pizza Press hereunder are cumulative of each other and of every other right or remedy that The Pizza Press otherwise may have at law or in equity or under any other contract or document for the enforcement of the security interest granted herein or the collection of the Obligations, and the exercise of one or more rights or remedies shall not prejudice or impair the concurrent or subsequent exercise of other rights or remedies.

D. Should any part of the Obligations be payable in installments, the acceptance by The Pizza Press at any time and from time to time of part payment of the aggregate amount of all installments then matured shall not be deemed to be a waiver of the default then existing. No waiver by The Pizza Press of any default shall be deemed to be a waiver of any other subsequent default, nor shall any such waiver by The Pizza Press be deemed to be a continuing waiver. No delay or omission by The Pizza Press in exercising any right or power hereunder, or under any other documents executed by Franchisee as security for or in connection with the Obligations, shall impair any such right or power or be construed as a waiver thereof or any acquiescence therein, nor shall any single or partial exercise of any such right or power preclude other or further exercise thereof or the exercise of any other right or power of The Pizza Press hereunder or under such other document.

E. Except as otherwise provided herein, Franchisee waives notice of the creation, advance, increase, existence, extension, or renewal of, or of any indulgence with respect to, the Obligations; waives presentment, demand, notice of dishonor, and protest; waives notice of the amount of the Obligations outstanding at any time, notice of any change in financial condition of any person liable for the Obligations or any part thereof, notice of any event of default, notice of intent to accelerate and of acceleration, and all other notices with respect to the Obligations; and agrees that maturity of the Obligations and any part thereof may be accelerated, extended, or renewed one or more times by The Pizza Press in its discretion, without notice to Franchisee.

F. No renewal or extension of or any other indulgence with respect to the Obligations or any part thereof, no release of any security, no release of any person (including any maker, endorser, guarantor, or surety) liable on the Obligations, no delay in enforcement of payment, and no delay or omission or lack of diligence or care in exercising any right or power with respect to the Obligations or any security therefore or guaranty thereof or under this Agreement shall in any manner impair or affect the rights of The Pizza Press under the law, hereunder, or under any other agreement pertaining to the Collateral. The Pizza Press need not file suit or assert a claim for personal judgment against any person for any part of the Obligations or seek to realize upon any other security for the Obligations before foreclosing upon the Collateral for the purpose of paying the Obligations. Franchisee waives any right to the benefit of or to require or control application of any other security or proceeds thereof, and agrees that The Pizza Press shall have no duty or obligation to Franchisee to apply to the Obligations any such other security or proceeds thereof.

G. This Agreement shall be binding on Franchisee and Franchisee's heirs, executors, administrators, other legal representatives, successors, and assigns and shall inure to the benefit of The Pizza Press their successors and assigns. If there be more than one operating principal of Franchisee, their obligations and agreements hereunder are joint and several and shall be binding upon their respective heirs, executors, administrators, other legal representatives, successors, and assigns, and delivery or other accounting of Collateral to any one or more of them shall discharge The Pizza Press of all liability therefore.

H. This Agreement shall not become effective until the Franchise Agreement is approved in writing by a corporate officer of The Pizza Press, whereupon this Agreement shall be effective as of the day and year first above written.

I. All demands and notices required or permitted hereunder shall be given in the same manner as provided in the Franchise Agreement.

J. If any provision of this Agreement is held to be illegal, invalid or unenforceable under any present or future law, such provision shall be fully severable, and this Credit and Security Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof and the remaining provisions of this Credit and Security Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or its severance from this Credit and Security Agreement. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as a part of this Credit and Security Agreement a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, or enforceable.

K. IN THE EVENT OF A DEFAULT HEREUNDER, IN ADDITION TO ALL OTHER REMEDIES AVAILABLE TO THE PIZZA PRESS, EACH SHALL HAVE THE RIGHT TO ENTER UPON THE PREMISES WHERE THE COLLATERAL THAT IS INVENTORY IS LOCATED, TAKE POSSESSION OF SUCH COLLATERAL, AND REMOVE THE SAME WITH OR WITHOUT JUDICIAL PROCESS (IF SUCH TAKING WITHOUT JUDICIAL PROCESS CAN BE DONE REASONABLY AND WITHOUT BREACH OF THE PEACE), AND FRANCHISEE DOES HEREBY EXPRESSLY WAIVE ANY RIGHT TO ANY NOTICE, LEGAL PROCESS, OR JUDICIAL HEARING PRIOR TO SUCH TAKING OR POSSESSION BY THE PIZZA PRESS. FRANCHISEE UNDERSTANDS THAT THE RIGHT TO PRIOR NOTICE AND HEARING IS A VALUABLE RIGHT AND AGREES TO THE WAIVER THEREOF AS A PART OF THE CONSIDERATION FOR AND AS AN INDUCEMENT TO THE PIZZA PRESS TO EXTEND CREDIT NOW AND HEREAFTER TO FRANCHISEE. FRANCHISEE ACKNOWLEDGES RECEIPT OF A SIGNED COPY OF THIS AGREEMENT.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby have duly executed and delivered this Agreement on the Effective Date.

FRANCHISEE: ____

By:____________________________________

Name: _____________________________________

Title: ______________________________________

[or, if an individual]

Signed:_________________________________

Name printed:___________________________

RMS FRANCHISE GROUP, INC.:

By:____________________________________

Name: Mo Hayat

Title: Chief Development Officer

EXHIBIT 11
TO THE FRANCHISE AGREEMENT
TERRITORY

This Agreement is made by and between the person or entity whose name appears, or the persons whose names appear, on the Signature Page of this Agreement

Geographic Search Area (Not Protected) attach map

Franchisee has requested the following Geographic Search Area:

Designated Location (If applicable)

Franchisee has suggested, and Franchisor has approved the following location for the office location of the Franchised Business:

____

____

Protected Territory

Provided that Franchisee is in compliance with the Minimum Gross Sales Volume, Franchisee shall have a Protected Territory which is described as:

____

____

IN WITNESS WHEREOF, this Territory Exhibit, attached to the Franchise Agreement, is made effective as of the date first written above.

________________________________	**RMS FRANCHISE GROUP, INC.**
(FRANCHISEE)	
Authorized Officer:	Authorized Officer:
________________________________ (signature)	________________________________ (signature)
Name:	Name:
________________________________ (print)	________________________________ (print)
Title:	Title:
________________________________	________________________________

EXHIBIT 12
TO THE FRANCHISE AGREEMENT
LEASE ADDENDUM

FRANCHISE LEASE RIDER

This Franchise Lease Rider ("**Rider**") dated _______________________ supplements and forms a part of the lease agreement (the "**Lease**") between ____ ("**Landlord**") and ____ ("**Tenant**") for the premises located at ____ ____ (the "**Premises**") within the shopping center or business complex in which the Premises are located (the **"Center"**) at which Tenant intends to operate a "The Pizza Press" franchise pursuant to a Franchise Agreement (the "**Franchise Agreement**") between Tenant and **RMS FRANCHISE GROUP, INC.**, a California corporation ("**Franchisor**"). This Rider will control in the event of a conflict between its terms and the Lease.

1. Consent to Collateral Assignment to Franchisor. Subject to the terms and conditions hereof, Landlord consents to the collateral assignment of the Lease by Tenant to Franchisor or any entity that is controlled by or under common control with Franchisor (hereinafter, an "**Affiliate**"), as security for Tenant's obligations under the Franchise Agreement. Landlord agrees that, pursuant to the collateral assignment or as a result of Franchisor's exercise of its rights and remedies under the Franchise Agreement, upon not less than thirty (30) days' prior written notice to Landlord, Franchisor, an Affiliate, or an approved franchisee of Franchisor with whom Franchisor has executed a franchise agreement (hereinafter, an "**Approved Franchisee**") may receive an assignment of the Lease, subject to Landlord's prior written consent not to be unreasonably withheld, and satisfaction of the Transfer Conditions (as defined herein). The party to whom the Lease is proposed to be transferred hereunder, whether the Franchisor, an Affiliate, or an Approved Franchisee, is hereinafter referred to as the "**Franchise Transferee**." As used herein, the term "**Transfer Conditions**" shall mean (i) the Franchise Transferee continues to operate the business in the Premises as a "The Pizza Press" franchise in accordance with all of the terms and conditions of the Lease, including, but not limited to, Tenant's Permitted Use (as defined in the Lease); (ii) the Franchise Transferee assumes in writing the Lease and all of Tenant's obligations thereunder, agrees to perform and observe all of Tenant's representations, warranties and obligations under the Lease; (iii) the Franchise Transferee covenants and agrees to hold Landlord harmless from and against any and all claims arising out of the Franchise Agreement relating to the Premises and the assumption of the Lease, and (iv) no Event of Default is occurring under the Lease at the time of such assignment which is not cured to the reasonable satisfaction of Landlord. Upon such assignment and subject to the satisfaction of the Transfer

Conditions, Landlord will promptly execute an acknowledgement of and consent to the assignment of the Lease. Landlord shall be entitled to rely upon Franchisor's notice for the purpose of establishing Tenant's default under the Franchise Agreement and shall not be obligated to independently verify the existence of any such default (provided, however, that upon request by Landlord, Franchisor shall provide evidence to Landlord of Tenant's default under the Franchise Agreement or under any document or instrument securing the Franchise Agreement giving rise to Franchisor's exercise of its right hereunder). Notwithstanding any of the foregoing, Tenant shall not be released from its obligations under the Lease following any such assignment.

2. Signage. Subject to (i) Landlord's prior written approval, which shall not be unreasonably withheld, (ii) compliance with the provisions of the Lease relating to signage, and (iii) compliance with the provisions of any and all applicable rules, laws, codes and ordinances, Tenant may install and use such trademarks, service marks, signs, decor items, color schemes and related components which from time to time comprise "The Pizza Press" system.

3. Franchisor's Notice and Cure Rights. Landlord will use commercially reasonable efforts to provide Franchisor a copy of any required written notice of default it provides to Tenant, and Franchisor shall have the same cure period available to Tenant plus ten (10) business days within which, at its option, to cure the noticed default. Landlord shall accept Franchisor's timely cure as if it were tendered by Tenant. Notwithstanding this provision, any failure to provide notice as set forth herein shall not result in any liability to Landlord, constitute a waiver of the default, or serve to delay any rights or remedies that Landlord is entitled to exercise as a result thereof. If Franchisor fails to respond to any default notice within the applicable cure period, Franchisor will be deemed to have elected not to cure such default.

4. Franchisor's Right to Enter. Landlord and Tenant hereby acknowledge that Tenant has agreed under the Franchise Agreement that Franchisor and its employees or agents shall have the right to enter the Premises during the Term of the Lease for certain purposes, provided that in connection with such entry, Franchisor shall comply with all of the terms and conditions of the Lease. Upon termination or expiration of the Franchise Agreement, Franchisor shall have the right to enter the Premises upon not less than two days' prior written notice to Landlord to remove the distinctive elements of "The Pizza Press" trade dress, at Franchisor's sole cost and expense, provided that (i) no auctions or fire sales shall be permitted in the Premises or the Center, (ii) Franchisor shall complete such removal activities within fifteen (15) days following the date of expiration or termination of the Franchise Agreement, (iii) Franchisor's removal activities shall be carried out in such a way as to minimize any interference to the business operations of Landlord's other tenants of the Center, and (iv) Franchisor shall promptly repair any and all damage to the Premises or the Center caused by Franchisor's removal activities. Neither Franchisor nor Landlord shall be responsible to Tenant for any damages Tenant might sustain as a result of any action Franchisor takes under this paragraph.

5. Franchisor Not a Party to Lease; No Authority. Franchisor is not a party to the Lease and shall have no liability under the Lease unless and until the Lease is assigned to, and assumed by, it. Tenant is not an agent or employee of Franchisor, and Tenant has no authority or power to act for, or to create any liability on behalf of, or to in any way bind Franchisor or any affiliate of Franchisor.

6. Amendment/Assignment of Lease. Tenant agrees that it will not suffer or permit any surrender, termination, amendment, assignment (except as set forth herein) or modification of the Lease without the prior written consent of Franchisor; provided, however, that Tenant's failure to obtain Franchisor's consent to any surrender, termination, amendment, assignment or modification of the Lease shall not affect the validity or effectiveness of any such surrender, termination, amendment, assignment, or modification of the Lease as between Landlord and Tenant, and Landlord shall not be obligated to confirm Tenant's compliance with its obligations to obtain Franchisor's consent hereunder.

7. Notices. All notices or other communications under this Rider will be in writing and will be deemed duly given if delivered by a nationally recognized delivery service providing receipt evidencing such delivery, or by certified mail, return receipt requested, postage prepaid, to the addresses set forth below for each party hereto, unless notice of a change of address is given in writing pursuant to this Section.

If to Franchisor:

RMS Franchise Group, Inc.
ATTN: Franchise Operations
2390 East Orangewood, Suite 550
Anaheim, CA 92806

with a copy to:

RMS Franchise Group, Inc.
c/o Shelton Law & Associates Law Firm
2377 Gold Meadow Way, Ste. 100
Gold River, CA 95670

If to Tenant:

As set forth in the Lease.

If to Landlord:

As set forth in the Lease.

8. Sales Reporting. Tenant agrees that, concurrently with its delivery to Landlord of any written statement of Tenant's Gross Receipts as required by the Lease, it will deliver a true and correct copy thereof to Franchisor. Landlord will have no obligation to confirm that Tenant has complied with its obligation to deliver such statements to Franchisor hereunder or to notify Franchisor if Tenant fails to deliver such statement to Landlord. Franchisor may ask Landlord from time to time to deliver copies of any and all such sales reports received by Landlord to Franchisor.

9. Exclusive Covenant. The parties acknowledge and agree that Tenant and any Franchisee Transferee shall have the exclusive right in the Center to operate a pizza restaurant that may include standard and custom "build-your own" pizzas including chef prepared originals, salads and related products, accessories and services; and such exclusive use

hereunder shall be considered a protected use for Tenant. If the provisions of this Section, including the protected use provision, are violated, then in addition to any other remedy Tenant may have at law or in equity, Tenant shall have the right to (a) terminate the Lease, or (b) immediately reduce its Base Rent under the Lease to One Dollar ($1.00) per month until such time as Landlord's breach is cured, or for the remainder of the Term, and any renewals, if such breach cannot be cured.

10. Counterparts. This Rider may be executed in counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same instrument. This Rider or any counterpart may be executed via facsimile or electronic transmission, and any such executed facsimile or electronic copy shall be treated as an original.

[NO FURTHER TEXT ON THIS PAGE; SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Rider to be effective as of the date of the Lease.

LANDLORD:

____

a _________________

By: __________________________________

Print Name: ___________________________

Title: _________________________________

TENANT:

____

a __________________

By: __________________________________

Print Name: ___________________________

Title: _________________________________

FRANCHISOR:

RMS FRANCHISE GROUP, INC.,

a California corporation

By: __________________________________

Print Name: Mo Hayat

Title: Chief Development Officer

EXHIBIT 13
TO THE FRANCHISE AGREEMENT
HOMELAND SECURITY AGREEMENT

THIS HOMELAND SECURITY AGREEMENT is entered into on the ____ day of ___________________________, 20____, between **RMS Franchise Group, Inc.,** a California Corporation ("The Pizza Press") and **_________________________________,** a ______________________ corporation ("Franchisee"). In consideration of The Pizza Press franchise granted to Franchisee by The Pizza Press pursuant to that certain The Pizza Press Franchise Agreement dated _____________________________ (the "Franchise Agreement") and/or the extension of license by The Pizza Press to Franchisee, of its Trademarks and Servicemarks as evidenced in Exhibit 6 of the Franchise Agreement, and other good and valuable consideration, The Pizza Press and Franchisee agree as follows:

Franchisee and Franchisee's owners agree not to employ or contract with any person working in the United States that is not a United States citizen or legal alien during the operation of their The Pizza Press business.

Franchisor and Franchisee acknowledge that this Exhibit to the Franchise Agreement does not pertain to outside Vendors, the consumer, individuals with documented work visas, or the general public. Franchisee shall submit to Franchisor, upon request, proof of citizenship for any independent contractors, employees, managers, Manager, officers, agents and representatives that are involved in the day to day business operation of The Pizza Press Business.

Franchisee acknowledges that a breach of this Exhibit to the Franchise Agreement is grounds for an immediate Termination of the Franchise Agreement without an opportunity to Cure, and requires no advance or additional Notice to Franchisee of such Breach. The Burden of Proof that Franchisee did not Breach this Exhibit to the Franchise Agreement will rest solely on Franchisee to prove its non-breach of this Exhibit. Franchisee has read this statement and acknowledges that this provision is no overreaching or unduly burdensome on Franchisee.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby have duly executed and delivered this Agreement on the Effective Date.

FRANCHISEE: ____

By:____________________________________

Name: _____________________________________

Title: ______________________________________

[or, if an individual]

Signed:_________________________________

Name printed:____________________________

RMS FRANCHISE GROUP, INC.:

By:___________________________________

Name: Mo Hayat

Title: Chief Development Officer

EXHIBIT F
TO RMS FRANCHISE GROUP, INC.
FRANCHISE DISCLOSURE DOCUMENT
AREA DEVELOPMENT AGREEMENT

By and Between

RMS FRANCHISE GROUP, INC., FRANCHISOR

AND

________________________________, DEVELOPER

TABLE OF CONTENTS

EXHIBITS

RMS FRANCHISE GROUP, INC.
AREA DEVELOPMENT AGREEMENT

This Area Development Agreement is made this ____ day of _____________ , 20___ and is by and between RMS Franchise Group, Inc., a California Corporation, having its principal place of business at 2390 East Orangewood, Suite 550, Anaheim, CA 92806 ("Franchisor" or "The Pizza Press"), and ___________________________________, a ______________________________, established in the State of ______________________ and whose principal address is ____ ("Developer").

W I T N E S S E T H :

WHEREAS, Franchisor and Developer are concurrently entering into the Initial Franchise Agreement; and

WHEREAS, Developer desires to, and has applied for the right to, develop additional The Pizza Press® Businesses and has applied for such a right, and Franchisor has approved Developer's application in reliance upon all of the representations made herein and therein.

NOW, THEREFORE, Franchisor and Developer, intending to be legally bound, agree as follows:

ARTICLE 1 - DEFINITIONS

Whenever used in this Development Agreement, the following words and terms have the following meanings:

"Developer" means the individual or entity defined as "Developer" in the introductory paragraph of this Development Agreement;

"Development Agreement" means this Development Agreement titled "RMS Franchise Group, Inc. Area Development Agreement" and all instruments supplemental hereto or in amendment or confirmation hereof;

"Development Fee" means paying the Franchisor the Initial Fee for Franchisee's first Unit and one hundred percent (100%) of each subsequent Unit's Initial Fee included in the development schedule of this Agreement further defined in Section 3.2;

"Development Rights" means the rights granted to Developer pursuant to this Development Agreement to establish and operate The Pizza Press® Businesses in the Development Territory;

"Development Schedule" means the schedule attached as Exhibit I setting forth the number and the Opening Dates of The Pizza Press® Businesses to be established pursuant to this Development Agreement;

"Development Territory" has the meaning given to such term in Section 2.1;

"Franchise Agreement" means any RMS Franchise Group, Inc. Franchise Agreement (including all Exhibits thereto) that Franchisor has entered into with Developer;

"Initial Fee" means, upon execution of this Agreement, unless otherwise stated in the State Addendum attached, paying Franchisor an Initial Fee of $35,000.00 to secure Franchisees chosen Territory, plus the applicable Franchise Fee for each additional unit in the Development Schedule.

“Initial Franchise Agreement” means that certain RMS Franchise Group, Inc. Franchise Agreement (including all Exhibits thereto) between Developer and Franchisor whereby Developer is granted the right to operate its first The Pizza Press® Business;

“Opening Date” means any date by which Developer is required to begin operations for each The Pizza Press ™ Business, as listed in the Development Schedule;

“Social Media” means online content created by individuals and/or entities using highly accessible and scalable publishing technologies through their desktop computer, laptop computer, smart phones, mobile phones or by other means available in the future. Social Media allows individuals and/or entities to connect in the online world to form relationships for personal and business use. The definition of Social Media includes user-generated content and consumer-generated media. Social Media occurs in many different forms, including, but not limited to, Internet forums, weblogs, social blogs, wikis, podcasts, pictures and videos. Technologies for Social Media include, but are not limited to: blogs, picture-sharing, vlogs, wall-postings, e-mail, instant messaging, music-sharing, crowdsourcing, and voice over IP, to name a few. Some examples of Social Media sites and/or applications are Google Groups (reference, social networking), Wikipedia (reference), MySpace (social networking), Facebook (social networking), MouthShut.com and yelp.com (product reviews), Youmeo (social network aggregation), YouTube (social networking and video sharing), Avatars United (social networking), Second Life (virtual reality), Flickr (photo sharing), Twitter (social networking and microblogging), LinkedIn (business social media), Open Diary (blogging) and other microblogs such as Jaiku, among others. This list is not inclusive and shall mean all Social Media available now and created in the future;

"Transferee" means the individual or entity third party buyer, who purchases this Area Development Agreement if the Developer chooses to sell.

ARTICLE 2 - DEVELOPMENT RIGHTS

Section 2.1 Grant of Development Rights

Franchisor hereby grants to Developer, and Developer undertakes and accepts, upon the terms and conditions of this Development Agreement, the Development Rights to establish and operate not less than the total number of The Pizza Press® Businesses at sites located within the Development Territory described as set forth on Exhibit I.

Section 2.2 Exclusivity and Retained Rights

Developers Development Territory is not a Protected Territory, however once Developer has selected a site and signed a Franchise Agreement the franchised business shall have a Protected Territory. Franchisor shall not, so long as this Development Agreement is in force and effect and Developer is not in default under any of the terms hereof or of any Franchise Agreement for any The Pizza Press® Business, establish, own or operate, any The Pizza Press® Business within the Development Territory other than to Developer pursuant to this Development Agreement; provided, however, Franchisor and its Affiliates retain the right:

i. to continue to own and operate, and allow others to continue to own and operate, The Pizza Press® Businesses existing inside or outside of the Development Territory as of the date of this Development Agreement;

ii. to establish, own or operate, and license others to establish, own or operate, The Pizza Press® Businesses outside of the Development Territory;

iii. to establish, own or operate, and license others to establish, own or operate, or continue to own or operate, businesses under other systems using other proprietary marks, both within and outside the Development Territory;

iv. to purchase or otherwise acquire the assets or controlling ownership of one (1) or more businesses identical or similar to the Franchised Business (and/or acquire franchise, license and/or similar agreements for such businesses), some or all of which may be located anywhere, including within the Development Territory. If Franchisor purchases or acquires franchises or licenses, Franchisor may, in its sole discretion, act as franchisor or licensor with respect to such franchisees or licensees wherever located, pursuant to the individual franchise or license agreement(s) between Franchisor and such franchisee(s) or licensee(s). If Franchisor purchases or acquires such businesses within the Development Territory which are not franchised or licensed, Franchisor may, in its sole discretion:

   1. offer to sell any such businesses to Developer or to any third party at the business's fair market value to be operated as a The Pizza Press® Business; or

   2. offer Developer the opportunity to operate such business(s) in partnership with Franchisor (or an Affiliate) under the business(s) existing trade name or a different trade name.

v. to be acquired (regardless of the form of transaction) by any business, even if the other business operates, franchises and/or licenses competitive businesses within the Development Territory;

vi. to provide the services and sell any products authorized for The Pizza Press® Businesses using the Marks or other trademarks and commercial symbols through alternate channels of distribution, such as joint marketing with partner companies, Internet sales and catalog sales; provided, however, that no such sales shall be made to any competitive business within the Development Territory, and/or;

vii. to engage in any activities not expressly forbidden by this Development Agreement.

ARTICLE 3 - DEVELOPMENT FEE AND INITIAL FEES

Section 3.1 Initial Fees

Simultaneously with the execution of this Development Agreement, Developer shall execute the Initial Franchise Agreement for the first The Pizza Press® Business to be developed pursuant to this Development Agreement.

Section 3.2 Development Fee

Developer shall execute Franchise Agreements for each additional Business when developed, and shall pay one hundred percent (100%) of the Initial Fee for each additional The Pizza Press® Business included in Developers Development Schedule at the time of signing this Development Agreement. Developer and all hired directors and managers must attend the required Training program. Developer must pay for all travel expenses, room and board, and any related employee costs during the training program.

The Initial Fee for each franchised unit is due to Us in a lump sum when Developer signs the Development Agreement, unless otherwise stated in the State Addendum attached. The Initial Fee is payment, in part, for expenses incurred by Franchisor in furnishing assistance and services to Developer as set forth in the Franchise Agreement and for costs incurred by Franchisor, including general sales and marketing expenses, training, legal, accounting and other professional fees. The Initial Fees, as described in the Franchise Agreement, is uniform for all franchisees.

ARTICLE 4 - DEVELOPMENT OF FRANCHISED BUSINESSS

Section 4.1 Minimum Development Obligation

Developer shall strictly follow the Development Schedule set forth in Exhibit I, as time is of the essence. By the dates set forth within the Development Schedule, Developer shall establish and operate The Pizza Press® Businesses in the number indicated in the Development Schedule. Developer shall at all times continuously maintain in operation, pursuant to each Franchise Agreement, at least the number of The Pizza Press® Businesses required to be operational at such time as set forth in the Development Schedule; provided, however, that such obligation does not apply to The Pizza Press® Businesses that are closed.

Section 4.2 Developer May Exceed Minimum Development Obligation

During the term of this Development Agreement, Developer may, subject to the terms and conditions of this Development Agreement, develop and operate more The Pizza Press® Businesses in the Development Territory than required by this Development Agreement; provided, however, Developer shall give Franchisor reasonable assurances Developer has the required skill, financial resources and managerial skills to perform its duties under this Development Agreement and each Franchise Agreement. Developer shall pay the full Initial Fee for each additional The Pizza Press® Business developed in excess of the requirements of this Development Agreement, and Franchisor shall not credit any part of the Development Fee against the Initial Fee for any additional The Pizza Press® Businesses.

Section 4.3 Exercise of Development Rights

Developer shall enter into a separate Franchise Agreement for each additional The Pizza Press® Business established pursuant to this Development Agreement. Upon approval of the site by Franchisor, as provided in Section 5.1 of the Franchise Agreement, Franchisor shall deliver two (2) copies of the Franchise Agreement along with a copy of its then-current Disclosure Document, if required by law. Immediately upon receipt of the Disclosure Document, Developer shall return to Franchisor a signed copy of the Acknowledgment of Receipt of the Disclosure Document. After any applicable waiting periods have expired, Developer shall execute and deliver to Franchisor two (2) copies of the Franchise Agreement and shall pay the Initial Fee, as provided in Section 3.1.

Section 4.4 Conditions Precedent to Franchisor's Obligation

Franchisor shall not execute the Franchise Agreement if:

(a) Developer is not in compliance with all, or is in default of any, of its obligations under this Development Agreement or any other agreement between Franchisor and Developer; or

(b) in the case of each then existing Franchise Agreement, Developer, as Franchisee, is not in compliance with all, or is in default of any, of its obligations under any Franchise Agreement. Franchisor and Developer shall execute the Franchise Agreement for each additional The Pizza Press® Business within thirty (30) days after the site has been approved by Franchisor as set forth in Section 5.1 of the Franchise Agreement (provided the lease for the approved site has been executed by lessor and Developer within the thirty (30) day period, including Franchisors Collateral Assignment of Lease attached to the Franchise Agreement) but in no event later than the date stated in the Development Schedule that such The Pizza Press® Business must be established and operating.

Section 4.5 No Subfranchising by Developer

Developer has no right under this Development Agreement to sublicense, subfranchise, resell, or otherwise transfer any interest in any Franchised Businesses.

Section 4.6 Management Obligations

Each The Pizza Press® Business developed pursuant to this Agreement must always be under the direct full-time supervision of Developer (or if Developer is a business entity and not an individual, Developer's primary owner or an individual appointed by Developer and approved in writing by Franchisor). Developer (or Developer's primary owner or an individual appointed by Developer and approved in writing by Franchisor) shall personally devote his or her best efforts towards the operation of the Franchised Business, or provide for full time management, trained and approved by the Franchisor, to manage the day-to-day operation of The Pizza Press® Businesses developed pursuant to this Development Agreement.

ARTICLE 5 - TERM AND RIGHT OF FIRST REFUSAL

Section 5.1 Term

Unless sooner terminated in accordance with the terms of this Development Agreement, the term of this Development Agreement and all Development Rights granted herein to Developer shall expire on the last Opening Date as set forth in the Development Schedule. At the end of the term of this Development Agreement, the exclusive Development Rights with respect to the Development Territory will automatically terminate, and Developer shall have no right to renew or extend the term of this Development Agreement.

Section 5.2 Developer's Right of First Refusal

Following the expiration of this Development Agreement, Franchisor has the right to re-evaluate the prospects for the establishment of The Pizza Press® Businesses in the Development Territory. If Franchisor determines that the Development Territory can be further developed by opening additional The Pizza Press® Businesses in the Development Territory without having an unreasonably adverse effect on The Pizza Press® Businesses already existing within the Development Territory, then during a one (1) year period beginning on the day after the Development Agreement expires, if Franchisor elects to further develop the Development Territory, Developer has the right to establish, own and operate any additional The Pizza Press® Business Franchisor proposes to locate within the Development Territory, provided Developer meets all other terms and conditions stated in this Section 5.2 and this Development Agreement. Franchisor shall give Developer written notice of its proposal to develop additional The Pizza Press® Businesses within the Development Territory and Developer shall have thirty (30) days to accept in writing Franchisor's proposal to own and operate such additional The Pizza Press® Businesses. Developer's ownership and operation of such additional The Pizza Press® Businesses shall be subject to the terms and conditions set forth in Franchisor's written proposal, which may vary in form and substance from the terms, conditions and economics set forth in this Development Agreement. If Developer fails to accept in writing Franchisor's written proposal within such thirty (30) day period (or if Developer fails to comply with the terms of the proposal), then Franchisor shall have the right to establish, own and operate, or license others to establish, own and operate, The Pizza Press® Businesses in the Development Territory.

ARTICLE 6 - MARKS AND CONFIDENTIAL INFORMATION

Section 6.1 No License Under Development Agreement

Notwithstanding any provision to the contrary under this Development Agreement, this Development Agreement does not grant Developer any right to use the Marks. The right to use the Marks may only be granted by the terms of a Franchise Agreement. Developer shall not use any Mark as part of any corporate or trade name or with any prefix, suffix, or other modifying words, terms, designs, or symbols, or in any modifying words, terms, designs or symbols, or in any modified form, nor may Developer use any Mark in connection with any business or activity other than the business conducted by Developer pursuant to the Franchise Agreements or in any other manner not explicitly authorized in writing by Franchisor.

Section 6.2 Confidential Information

Except as hereinafter provided, Developer shall not, during the term of this Development Agreement or at any time thereafter, whether in person, in writing or through the Internet or online Social Media sites or applications, communicate, divulge or use for the benefit of any other person or entity, any Trade Secrets or Confidential Information which may be communicated to Developer or of which Developer may learn by virtue of Developer's activities under this Development Agreement. Developer may divulge Trade Secrets and Confidential Information only to such of its employees as deemed necessary by Developer. Developer shall require its employees and all other persons designated in the Franchise Agreement to execute Non-Disclosure and Non-Competition Agreements as required by Section 7.4 of the Initial Franchise Agreement.

ARTICLE 7 - TRANSFERABILITY OF INTEREST

Section 7.1 By Franchisor

This Development Agreement and all rights herein may be assigned and transferred by Franchisor and, if so, shall be binding upon and inure to the benefit of Franchisor's successors and assigns; provided, however, that with respect to any assignment resulting in the subsequent performance by the assignee of the functions of Franchisor, the assignee shall assume the obligations of Franchisor herein, and Franchisor shall have no liability for the performance of any obligations contained in this Development Agreement after the effective date of such transfer or assignment.

Section 7.2 By Developer

If the Developer chooses to sell his Area Development Agreement to a third party Transferee, the Developer must adhere to the following covenants, acknowledgements, requirements and conditions:

i. The Development Rights set forth in this Development Agreement are personal to Developer and are granted in reliance upon the personal qualifications of Developer. Developer has represented, and hereby represents, it is entering into this Development Agreement with the intention of complying with its terms and conditions and not for the purpose of resale of the Development Rights;

ii. Developer, without Franchisor's prior written consent, shall not sell, assign, transfer, convey, give away or encumber any part of its interest in this Development Agreement, its interest in the Development Rights granted hereby, its interest in any entity that owns any interest in such rights, or any interest in Developer, and shall not offer, permit or suffer the same to be sold, assigned, transferred, conveyed, given away or encumbered in any way. Developer shall not, without the prior written consent of Franchisor, fractionalize any of the Development Rights granted pursuant to this Development Agreement. Any purported sale, assignment, transfer, conveyance, gift or encumbrance of any of Developer's rights herein not having Franchisor's prior written consent shall be null and void and shall constitute a material default of this Development Agreement;

iii. So long as Developer is in full compliance with this Development Agreement, and should Franchisor not elect to exercise its right of first refusal as provided in Section 7.4, Franchisor shall not unreasonably withhold its approval of an assignment or transfer to proposed assignees or Transferees if:

a. Developer has complied with the requirements of Section 7.2;

b. all obligations owed to Franchisor by Developer are fully paid and satisfied;

c. Developer (and any transferring owners, if Developer is a business entity) has executed a mutual general release, in a form the same as or similar to the General Release attached to the Initial Franchise Agreement, of any and all claims against both parties, including its equity owners, officers, directors, managers, attorneys, agents, employees and others as set forth in the General Release, in their corporate and individual capacities, including modifying the General Release to include, without limitation, claims arising under federal, state or local laws, rules or ordinances, and any other matters incident to the termination of this Development Agreement or to the transfer of Developer's interest herein or to the transfer of Developer's ownership of all or any part of the Development Rights; provided, however, that if a general release is prohibited, both parties shall give the maximum release allowed by law;

d. the prospective Transferee has satisfied to Franchisor that it meets Franchisor's management, business and financial standards, and otherwise possesses the character and capabilities, including business reputation and credit rating, as Franchisor may require to determine Transferee's ability to carry out the obligations contained in the Development Agreement and in a franchise agreement;

e. Developer has provided Franchisor with a complete copy of all contracts and agreements and related documentation between Developer and the prospective Transferee relating to the intended sale, assignment, transfer, conveyance, gift or encumbrance of the Development Rights;

f. Developer, or the Transferee, has paid to Franchisor a transfer fee in an amount equal to Twenty-Six Thousand Two Hundred Fifty Dollars or 75% of Then-current transfer fee whichever is greater ($26,250.00) per non-developed Franchise Agreement covered under this Development Agreement upon notice to Franchisor of Developers intent to Transfer;

g. the Transferee and its Manager has agreed to be personally bound jointly and severally by all provisions of this Development Agreement for the remainder of its term and all holders of a legal or beneficial interest in the Transferee have agreed to personally guarantee jointly and severally the full performance thereof by Transferee;

h. The Transferee has obtained all necessary consents and approvals by third parties and all applicable federal, state and local laws, rules, ordinances and requirements applicable to the transfer have been complied with or satisfied;

i. Developer has, and if Developer is an entity, all of the holders of a legal and beneficial interest in Developer have, executed and delivered to Franchisor a non-competition agreement in a form the same as or similar to the Nondisclosure and Non-Competition Agreement attached to the Initial Franchise Agreement.

Section 7.3 Public or Private Offerings

If Developer desires to make either a public or a private offering of its securities, prior to such offering and sale and prior to the public release of any statements, data or other information of any kind relating to the proposed offering of Developer's securities, Developer shall secure the written approval of Franchisor, which approval Franchisor shall be entitled to withhold in its sole discretion. Developer shall secure Franchisor's prior written approval of any and all press releases, news releases and any and all other publicity, the primary purpose of which is in the public interest in its offering. Only to the extent that written approval has been given by Franchisor may Developer proceed to file, publish, issue, release and make public any data, material or information regarding its securities offering. Any review by Franchisor is solely for its own information, and its approval shall not constitute any kind of authorization, acceptance, agreement, endorsement, approval or ratification of the same, either express or implied; and Developer shall make no oral or written notice of any kind whatsoever indicating or implying that Franchisor or its Affiliates have any interest in or relationship whatsoever to the proposed offering other than Franchisor acting as Franchisor. Developer shall indemnify and hold harmless Franchisor and its Affiliates, and their owners, directors, officers, managers, members, collaterals, attorneys, agents, employees, successors and assigns, from all claims, demands, costs, fees, charges, liabilities or expenses (including attorneys' fees) of any kind whatsoever arising from Developer's offering or information published or communicated and any actions taken with regard thereto.

Section 7.4 Franchisor's Right of First Refusal

If Developer or its owners shall at any time determine to sell, assign, transfer, convey, give away or encumber the Development Rights under this Development Agreement or any of their respective ownership interests in Developer, or any of Developer's assets (except in the ordinary course of business), Developer or its owners shall obtain a bona fide, executed written offer from a responsible and fully disclosed person or entity, as applicable, and shall submit an exact copy of such offer to Franchisor, and Franchisor shall, for a period of twenty-one days from the date of delivery of such offer, have the right, exercisable by written notice to Developer, to exercise its contractual Right of First Refusal, by offering the seller a payment amount equal to at least the value offered in the *bona fide* offer (California Business and Professions Code, Section 20028(c)) Franchisor shall have not less than sixty (60) days from the date of delivery of its written notice of intent to purchase to complete such purchase. Franchisor's credit shall be deemed at least equal to the credit of said person or entity, as applicable. If Franchisor does not exercise this Right of First Refusal, Developer may complete the sale of such interest, subject to Section 7.2. If such sale, assignment, transfer, conveyance, gift or encumbrance is not completed within sixty (60) days after delivery of such offer to Franchisor, Franchisor shall again have the Right of First Refusal provided herein.

ARTICLE 8 - DEFAULT AND TERMINATION

Section 8.1 Termination Without Opportunity to Cure

Franchisor has the right to immediately terminate this Development Agreement by delivering a notice to Developer stating Franchisor elects to terminate this Development Agreement as a result of any of the breaches set forth below:

i. Developer makes or attempts to make an unauthorized sale, assignment, transfer, conveyance, gift or encumbrance of any part of its interest in this Development Agreement, its interest in the Development Rights granted hereby, its interest in any entity that owns any interest in such rights, or any interest in Developer;

ii. Developer has made any material misrepresentation or omission in its application for the Development Rights conferred by this Development Agreement;

iii. Developer is convicted of or pleads no contest to a felony or other crime or offense that may adversely affect the goodwill associated with the Marks;

iv. Developer makes any unauthorized use of the Marks or unauthorized use or disclosure of the Confidential Information;

v. Franchisor has delivered a notice of termination for a Franchise Agreement between Franchisor and Developer in accordance with its terms and conditions, or Developer has terminated a Franchise Agreement without cause; or

vi. Developer fails to meet or satisfy any timing requirement or deadline contained in the Development Schedule.

Section 8.2 Termination With Opportunity to Cure

If Developer fails to comply with any other provision of this Development Agreement, Franchisor may terminate this Development Agreement by delivering notice of termination to Developer stating the reason for termination, provided Developer shall have the right to cure a breach within thirty (30) days after delivery of Franchisor's notice of termination.

ARTICLE 9 - RIGHTS AND DUTIES ON TERMINATION OR EXPIRATION

Section 9.1 Loss of Development Rights

Upon termination of this Development Agreement, the Development Rights granted to Developer under this Development Agreement shall automatically terminate. Developer shall have no additional rights to establish or operate any The Pizza Press® Business for which a Franchise Agreement has not been executed by Franchisor and Developer. No default under this Development Agreement shall constitute a default under any Franchise Agreement between the parties, except to the extent that any default under this Development Agreement constitutes a default under any Franchise Agreement in accordance with the terms of the Franchise Agreement. Notwithstanding the above, the terms and conditions of each Franchise Agreement must be complied with by the Developer and shall control in determining whether any default exists under such Franchise Agreement.

Section 9.2 Amounts Owed to Franchisor

Developer shall immediately pay to Franchisor upon termination or expiration of the Development Agreement any amounts owed by Developer to Franchisor that are then unpaid, plus any interest due.

Section 9.3 Confidential Information

Upon termination or expiration of this Development Agreement, Developer and all of its employees, agents or other representatives shall immediately cease to use and shall maintain the absolute confidentiality of any Trade Secrets and Confidential Information disclosed or otherwise learned or acquired by Developer and shall not use such Trade Secrets and Confidential Information in any other business or venture.

Section 9.4 Covenant Not to Compete

During the term and after the termination of this Development Agreement, Developer and any beneficial owner of an interest in Developer shall be subject to all of the restrictive covenants set forth in Article 7 and Article 17 of the Initial Franchise Agreement, as applicable, which covenants by this reference are incorporated herein.

Section 9.5 Continuing Obligations

All obligations of Franchisor and Developer under this Development Agreement that expressly or by their nature survive the expiration or termination of this Development Agreement shall continue in full force and effect until they are satisfied in full or by their nature expire.

ARTICLE 10 - BENEFICIAL OWNERS OF DEVELOPER

Developer represents, and Franchisor enters into this Development Agreement in reliance upon such representation, that the individuals identified in Exhibit III as Holders of a Legal or Beneficial Interest are the sole holders of a legal or beneficial interest (in the stated proportions) of Developer.

ARTICLE 11 - RELATIONSHIP AND INDEMNIFICATION

Section 11.1 Relationship

This Development Agreement is purely a contractual relationship between the parties and does not appoint or make Developer an agent, legal representative, joint venturer, partner, employee, servant or independent contractor of Franchisor for any purpose whatsoever. Developer may not represent or imply to third parties that Developer is an agent of Franchisor, and Developer is in no way authorized to make any contract, agreement, warranty or representation on behalf of Franchisor, or to create any obligation, express or implied, on Franchisor's behalf. Under no circumstances shall Franchisor be liable for any act, omission, contract, debt or any other obligation of Developer. In no event shall this Development Agreement or any conduct pursuant hereto make Franchisor a fiduciary with respect to Developer. Franchisor shall in no way be responsible for any injuries to persons or property resulting from the development of any The Pizza Press® Business pursuant to this Development Agreement. Any third party contractors and vendors retained by Developer for remodeling or construction or any other purpose are independent contractors of Developer alone.

Section 11.2 Standard of Care

This Development Agreement does not establish a fiduciary relationship between the parties. Unless otherwise specifically provided in this Development Agreement with respect to certain issues, whenever this Development Agreement requires Developer to obtain Franchisor's written consent or permits Developer to take any action or refrain from taking any action, Franchisor is free to act in its own self-interest without any obligation to act reasonably, to consider the impact on Developer or to act subject to any other standard of care limiting Franchisor's right, except as may be provided by statute or regulation.

Section 11.3 Indemnification

Developer shall hold harmless and indemnify Franchisor, its Affiliates, all holders of a legal or beneficial interest in Franchisor and/or its Affiliates, and all of Franchisor's and its Affiliates' officers, directors, executives, managers, partners, owners, members, employees, collaterals, legal representatives, attorneys, agents, successors and assigns (collectively "Franchisor Indemnitees") from and against all losses, damages, fines, costs, expenses or liability (including attorneys' fees and all other costs of litigation) incurred in connection with any action, suit, demand, claim, investigation or proceeding, or any settlement thereof, that arise from, are based upon or are related to Developer's (a) development, ownership or operation of any The Pizza Press® Business; (b) violation, breach or asserted violation or breach of any federal, state or local law, regulation or rule; (c) breach of any representation, warranty, covenant, or provision of this Development Agreement or any other agreement between Developer and Franchisor (or any of its Affiliates); (d) defamation of Franchisor or the System; (e) acts, errors or omissions by Developer or any of its partners, owners, members, officers, directors, managers, employees or agents, committed or incurred in connection with the development of The Pizza Press® Businesses, including any negligent or intentional acts or omissions; or (f) infringement, violation or alleged infringement or violation of any Mark, patent or copyright or any misuse of the Confidential Information. Franchisor's right to indemnity shall exist notwithstanding the fact joint or several liability may be imposed upon Franchisor by statute, ordinance, regulation or judicial or arbitral decision.

ARTICLE 12 - GENERAL CONDITIONS AND PROVISIONS

Section 12.1 Superiority of Franchise Agreement

Developer acknowledges that any and all Franchise Agreements executed in connection with an individual The Pizza Press® Business within the Development Territory are independent of this Development Agreement. The continued existence of any such Franchise Agreement shall not depend on the continuing existence of this Development Agreement. If any conflict shall arise in connection with this Development Agreement and any such Franchise Agreement, the latter shall have precedence and superiority over the former.

Section 12.2 No Waiver

No failure of Franchisor to exercise any power reserved to it herein, or to insist upon strict compliance by Developer with any obligation or condition herein, and no custom or practice of the parties in variance with the terms hereof, shall constitute a waiver of Franchisor's right to demand exact compliance with the terms of this Development Agreement. Waiver by Franchisor of any particular default by Developer shall not be binding unless in writing and executed by Franchisor and shall not affect nor impair Franchisor's right with respect to any subsequent default of the same or of a different nature. Subsequent acceptance by Franchisor of any payment(s) due shall not be deemed to be a waiver by Franchisor of any preceding breach by Developer of any terms, covenants or conditions of this Development Agreement.

Section 12.3 Injunctive Relief and Specific Performance

As any breach by Developer of any of the restrictions or obligations contained in this Agreement would result in irreparable injury to Franchisor, and as the damages arising out of any such breach would be difficult to ascertain, Franchisor shall be entitled to seek injunctive relief (whether a restraining order, a preliminary injunction or a permanent injunction) against any such breach, whether actual or contemplated, and/or specific performance with respect to such breach without the necessity of posting security or bond.

Section 12.4 Notices

All notices required or permitted under this Development Agreement shall be in writing and shall be deemed received: (a) at the time delivered by hand to the recipient party (or to an officer, director, manager or partner of the recipient party); (b) two (2) business days after being sent via guaranteed overnight delivery by a commercial courier service; or (c) five (5) business days after being sent by Registered Mail, return receipt requested. Either party may change its address by a written notice sent in accordance with this Section 12.4. All notices, payments and reports required by this Development Agreement shall be sent to Developer at the address set forth in the introductory paragraph of this Development Agreement and to Franchisor at the following addresses:

RMS Franchise Group, Inc.
Attn: Mo Hayat
2390 East Orangewood, Suite 550
Anaheim, CA 92806

With a copy to:

Shelton Law & Associates, Franchise Attorneys At Law
c/o RMS Franchise Group, Inc.
2377 Gold Meadow Way, Ste. 100
Gold River, CA 95670

Section 12.5 Guaranty and Assumption of Obligations

All holders of a legal or beneficial interest in Developer of five percent (5%) or greater shall be required to execute, as of the date of this Development Agreement, the Guaranty and Assumption of Obligations attached as Exhibit II.

Section 12.6 Approvals

Whenever this Development Agreement requires the prior approval or consent of Franchisor, Developer shall make a timely written request to Franchisor for its approval and, except as otherwise provided herein, any approval or consent granted shall be effective only if in writing. Franchisor makes no warranties or guarantees upon which Developer may rely, and assumes no liability or obligation to Developer or any third party, by providing any waiver, approval, advice, consent or services to Developer in connection with this Development Agreement, or by reason of any neglect, delay or denial of any request for approval.

Section 12.7 Entire Agreement

Subject to Section 12.7 of this Development Agreement, the Exhibits attached hereto and thus made a part hereof and the documents referred to herein shall be construed together and constitute the entire, full and complete agreement between Franchisor and Developer concerning the subject matter hereof, and shall supersede all prior agreements. Except for any representation by Franchisor contained herein, no other representation, oral or otherwise, has induced Developer to execute this Development Agreement. Nothing in this Agreement or in any related agreement is intended to disclaim the representations made in the Franchise Disclosure Document. There are no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein or within the Initial Franchise Agreement which are of any force or effect with respect to the matters set forth in or contemplated by this Development Agreement or otherwise. No amendment, change or variance from this Development Agreement shall be binding on either party unless executed in writing by both parties.

Section 12.8 Severability and Modification

Except as noted below, each Section, paragraph, part, term and provision of this Development Agreement shall be considered severable. If any Section, paragraph, part, term or provision herein is ruled to be unenforceable, unreasonable or invalid, such ruling shall not impair the operation of or affect the remaining portions, Sections, paragraphs, parts, terms and provisions of this Development Agreement, and the latter shall continue to be given full force and effect and bind the parties; and such unenforceable, unreasonable or invalid Sections, paragraphs, parts, terms or provisions shall be deemed not part of this Development Agreement. If Franchisor determines that a finding of invalidity adversely affects the basic consideration of this Development Agreement, Franchisor has the right to, at its option, terminate this Development Agreement.

Notwithstanding the above, each of the covenants contained in Article 6, and Article 9 shall be construed as independent of any other covenant or provision of this Development Agreement. If all or any portion of any such covenant is held to be unenforceable, unreasonable or invalid, then it shall be amended to provide for limitations on disclosure of Confidential Information or on competition to the maximum extent permitted by law.

Section 12.9 Construction

All captions herein or in the Exhibits attached hereto and thus made a part hereof, are intended solely for the convenience of the parties, and none shall be deemed to affect the meaning or construction of any provision hereof or thereof. Should any provision of this Development Agreement require interpretation or construction, it is agreed by the Franchisor and Developer the court, administrative body or other person or entity interpreting or construing this Development Agreement shall not apply a presumption the provisions hereof shall be more strictly construed against the Franchisor by reason of the rule of construction that a document is to be construed more strictly against the person or entity who, or through its agent, prepared same.

Section 12.10 Force Majeure

Whenever a period of time is provided in this Development Agreement for either party to perform any act, except pay monies to Franchisor, neither party shall be liable nor responsible for any delays due to strikes, lockouts, casualties, acts of God, war, terrorism, governmental regulation or control or other causes beyond the reasonable control of the parties, and the time period for the performance of such act shall be extended for the amount of time of the delay. This clause shall not result in an extension of the term of this Development Agreement.

Section 12.11 Timing

Time is of the essence. Except as set forth in Section 12.10, failure to perform any act within the time required or permitted by this Development Agreement, shall be a material breach.

Section 12.12 Further Assurances

Each party to this Development Agreement will execute and deliver such further instruments, contracts, forms or other documents, and will perform such further acts, as may be necessary or desirable to perform or complete any term, covenant or obligation contained in this Development Agreement.

Section 12.13 Third-Party Beneficiaries

Anything to the contrary notwithstanding, nothing in this Development Agreement is intended, nor shall be deemed, to confer upon any person or entity other than Franchisor or Developer, and their respective successors and assigns as may be contemplated by this Agreement, any rights or remedies under this Agreement.

Section 12.14 Multiple Originals

Both parties shall execute multiple copies of this Development Agreement and each executed copy shall be deemed an original.

ARTICLE 13 - DISPUTE RESOLUTION

Section 13.1 Choice of Law

Except to the extent this Development Agreement or any particular dispute is governed by the U.S. Trademark Act of 1946 or other federal law, this Development Agreement shall be governed by and construed in accordance with the laws of the State of Sacramento County, California (without reference to its conflict of laws principles). References to any law refer also to any successor laws and to any published regulations for such law, as in effect at the relevant time. References to a governmental agency also refer to any regulatory body that succeeds the function of such agency.

Section 13.2 Consent to Jurisdiction

Claims for injunctive relief or specific performance may be brought by Franchisor where it is located, where Developer is/was located, where Franchisors counsel is located, or where the claim arose. Developer hereby waives all questions of personal jurisdiction and venue for the purpose of carrying out this provision.

Section 13.3 Rights and Remedies

Nothing contained herein shall bar Franchisor's right to obtain injunctive relief or specific performance against threatened conduct that may cause it loss or damages, including obtaining restraining orders and preliminary and permanent injunctions. Developer's rights and remedies regarding Franchisor's breach of this Development Agreement are as set forth in this Development Agreement.

Section 13.4 Limitations of Claims

Any claim concerning the Franchised Business or this Development Agreement or any related agreement will be barred unless an action relating to the ownership of any of Franchisor's Marks, or for injunctive relief, specific performance or non-binding mediation, as set forth in this Agreement, is commenced within one (1) year from the date on which Developer or Franchisor knew or should have known, in the exercise of reasonable diligence, of the facts giving rise to the claim.

Section 13.5 Limitation of Damages

Developer and Franchisor each waive, to the fullest extent permitted by law, any right or claim for any punitive or exemplary damages against the other. Developer waives and disclaims any right or claim to consequential damages in any action or claim against Franchisor concerning this Development Agreement or any related agreement. In any claim or action brought by Developer against Franchisor concerning this Development Agreement, Developer's damages shall not exceed an amount greater than Developer's Development Fee.

Section 13.6 Waiver of Jury Trial

DEVELOPER AND FRANCHISOR EACH IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION, WHETHER AT LAW OR EQUITY, BROUGHT BY EITHER OF THEM RELATING TO THE OWNERSHIP OF ANY OF FRANCHISOR'S MARKS OR THE UNAUTHORIZED USE OR DISCLOSURE OF FRANCHISOR'S TRADE SECRETS OR CONFIDENTIAL INFORMATION OR FOR INJUNCTIVE RELIEF OR SPECIFIC PERFORMANCE.

Section 13.7 Mediation

Except for actions or claims for injunctive relief or specific performance or the unauthorized use or disclosure of Franchisor's Trade Secrets or Confidential Information, all claims, disputes and other matters in question between Franchisor and Franchisee arising out of or relating to this Agreement, the business relationship or any other agreement, including whether this Mediation clause is binding upon the parties, shall be resolved by non-binding mediation before the Center for Public Resources -- National Franchise Mediation Program, FAM or another mutually agreeable mediator. Notwithstanding the above, the following shall not be subject to mediation:

(i) disputes and controversies arising from the Sherman Act, the Clayton Act or any other Federal or state antitrust law;

(ii) disputes and controversies based upon or arising under the Lanham Act, as now or hereafter amended, relating to the ownership, use, misuse or validity of any Confidential Information, the Proprietary Marks or any other trademarks;

(iii) disputes and controversies relating to actions to obtain possession of the premises of the Business under lease or sublease.

Both parties will sign a confidentiality agreement reasonably satisfactory to Franchisor. Upon submission, the obligation to attend mediation in the county and state designated by Franchisor (currently Sacramento County, California) is binding on both parties. Each party will bear his, her or its own costs for the mediation, except the mediation fee and the fee for the mediator will be split equally.

To initiate mediation, either Franchisor or Franchisee shall appoint one mediator and after appointment of the mediator, shall notify in writing the other of such appointment and the name of and the contact information for the mediator within three (3) business days after selection of said mediator. The mediation shall be conducted in Sacramento County, California as directed by the sole mediator. If an agreement is reached between the parties, then the signed award of the mediator shall be final and binding upon Franchisor and Franchisee and any other party to the mediation. Judgment may be entered upon the award of the mediator in any court having competent jurisdiction. If a first mediation session is unsuccessful, both parties agree to attend a second mediation session, and a third session if needed, under the same terms and conditions within 30 days of the completion of the first mediation session.

Franchisee acknowledges it has read the terms of this non-binding mediation provision and affirms each provision is entered into willingly and voluntarily and without any fraud, duress or undue influence on the part of Franchisor or any of Franchisor's agents or employees.

ARTICLE 14 - ACKNOWLEDGMENTS

Section 14.1 Receipt of this Development Agreement and the Franchise Disclosure Document

Developer represents and acknowledges it has received, read and understands this Development Agreement and Franchisor's Franchise Disclosure Document, and Franchisor has accorded Developer ample time and opportunity to consult with advisors of its own choosing about the potential benefits and risks of entering into this Development Agreement. Developer represents and acknowledges it has received an exact copy of this Development Agreement and its Exhibits fully executed except for signatures or personal information, prior to the date on which this Development Agreement was executed. Developer further represents and acknowledges it has received, at least fourteen (14) calendar days prior to the date on which this Development Agreement was executed, the Disclosure Document required by the 2007 Amendment to the Federal Trade Commission Rule entitled Disclosure Requirements and Prohibitions Concerning Franchising and Business Opportunity Ventures.

Section 14.2 Consultation by Developer

Developer represents it has been urged to consult with its own advisors with respect to the legal, financial and other aspects of this Development Agreement, the business franchised hereby and the prospects for that business. Developer represents it has either consulted with such advisors or has deliberately declined to do so.

Section 14.3 True and Accurate Information

Developer represents all information set forth in any and all applications, financial statements and submissions to Franchisor is true, complete and accurate in all respects, and Developer acknowledges Franchisor is relying upon the truthfulness, completeness and accuracy of such information.

Section 14.4 Risk

Developer represents it has conducted an independent investigation of the business contemplated by this Development Agreement and acknowledges, like any other business, an investment in this Development Agreement and/or a The Pizza Press® Business(s) involves business risks and the success of the venture(s) is dependent, among other factors, upon the business abilities and efforts of Developer. Franchisor makes no representations or warranties, express or implied, in this Development Agreement or otherwise, as to the potential success of the business venture(s) contemplated hereby.

Section 14.5 No Guarantee of Success

Developer represents and acknowledges it has not received or relied on any guarantee, express or implied, as to the revenues, profits or likelihood of success of any The Pizza Press® Business to be developed pursuant to this Development Agreement. Developer represents and acknowledges there have been no representations by Franchisor's owners, members, managers, directors, employees, attorneys or agents that are not contained in, or are inconsistent with, the statements made in the Initial Franchise Agreement or this Development Agreement.

Section 14.6 No Violation of Other Agreements

Developer represents its execution of this Development Agreement will not violate any other agreement or commitment to which Developer or any holder of a legal or beneficial interest in Developer is a party.

Section 14.7 Independent Obligations

Each obligation or other provision contained in this Development Agreement shall be deemed and construed as a separate and independent obligation of the party bound by, undertaking or making the same, and not dependent on any other provisions of this Development Agreement, unless expressly so provided. If any party has breached any obligation or other provision contained in this Agreement in any respect, the fact there exists another obligation or provision relating to the same subject matter (regardless of the relative levels of specificity), which the party has not breached shall not detract from or mitigate the fact the party is in breach of the first obligation or other provision contained in this Development Agreement.

Section 14.8 Gender

Whenever the context of this Development Agreement requires, the masculine gender includes the feminine or neuter and vice versa, and the singular number includes the plural.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have duly executed and delivered this Development Agreement on the date set forth in the introductory paragraph of this Development Agreement.

RMS FRANCHISE GROUP, INC.

By:____________________________________

Print Name: Mo Hayat

Title: Chief Development Officer

DEVELOPER: ______________________________

By:_____________________________________

Print Name: __________________________________

Title: ______________________________________

[**or, if an Individual**]

Signed: ____________________________________

Print Name: _________________________________

EXHIBIT I TO THE
AREA DEVELOPMENT AGREEMENT

Geographic Search Area(s): (attach map)

Developers search area shall consist of the following zones:

Developer agrees that they shall be opened for business within the Granted Territory by the date indicated in Column III below and operating at all times thereafter during the term of this Agreement not less than the cumulative minimum number of The Pizza Press Units listed in Column IV of this Exhibit I.

"Effective Date" of Execution _______________/______/_________

I Unit Sequence	II Fee Paid to Franchisor Per unit for Area Development Rights	III Latest date for Commencement of Each such unit	IV Cumulative Minimum Number of units In Operation

SAMPLE DEVELOPMENT SCHEDULE

Developer agrees that they shall be opened for business within the Granted Territory by the date indicated in Column III below and operating at all times thereafter during the term of this Agreement not less than the cumulative minimum number of The Pizza Press Units listed in Column IV of this Exhibit I:

"Effective Date" of Execution: ____/_____/_____

I Unit Sequence	II Fee Paid to Franchisor Per unit for Area Development Rights	III Latest date for Commencement of Each such unit	IV Cumulative Minimum Number of units In Operation
1st Unit	$35,000.00	December 31, 2017	1
2nd Unit	A dollar amount equal to 100% of the fee paid for the first unit	December 31, 2018	2
3rd Unit	A dollar amount equal to 100% of the fee paid for the first unit	December 31, 2019	3

EXHIBIT II TO THE AREA DEVELOPMENT AGREEMENT

GUARANTY AND ASSUMPTION OF OBLIGATIONS

THIS GUARANTY AND ASSUMPTION OF OBLIGATIONS ("Guaranty") is given this ______ day of ________________, 20___, by ____.

In consideration of, and as an inducement to, the execution of that certain Area Development Agreement of even date herewith ("Agreement") by RMS Franchise Group, Inc. ("Franchisor"), each of the undersigned hereby personally and unconditionally (a) guarantees to Franchisor, and its successors and assigns, for the term of the Agreement and thereafter as provided in the Agreement, that ____ ("Developer") shall punctually pay and perform each and every undertaking, agreement and covenant set forth in the Agreement; and (b) shall personally be bound by, and personally liable for the breach of each and every provision in the Agreement, including those relating to monetary obligations and obligations to take or refrain from taking specific actions or to engage or refrain from engaging in specific activities. Each of the undersigned waives: (a) acceptance and notice of acceptance by Franchisor of the foregoing undertakings; (b) notice of demand for payment of any indebtedness or non-performance of any obligations hereby guaranteed; (c) protest and notice of default to any party with respect to the indebtedness or non-performance of any obligations hereby guaranteed; (d) any right he may have to require that an action be brought against Developer or any other person as a condition of liability; and (e) any and all other notices and legal or equitable defenses to which he may be entitled.

Each of the undersigned consents and agrees that: (a) his direct and immediate liability under this Guaranty shall be joint and several; (b) he shall render any payment or performance required under the Agreement upon demand if Developer fails or refuses punctually to do so; (c) such liability shall not be contingent or conditioned upon pursuit by Franchisor of any remedies against Developer or any other person; and (d) such liability shall not be diminished, relieved or otherwise affected by any extension of time, credit or other indulgence which Franchisor may from time to time grant to Developer or to any other person, including, without limitation, the acceptance of any partial payment or performance, or the compromise or release of any claims, none of which shall in any way modify or amend this Guaranty, which shall be continuing and irrevocable during the term of the Agreement.

Each of the undersigned further consents and agrees it shall be a party to any of the actions or claims between Franchisor and Developer for injunctive relief or specific performance or relating to the ownership of any of Franchisor's Marks or the unauthorized use or disclosure of Franchisor's Trade Secrets or Confidential Information, or which are to be resolved by non-binding mediation as set forth in the Agreement. Each of the undersigned also agrees to be personally bound by the waiver of jury trial as set forth in Section 23.6 of the Initial Franchise Agreement.

Whenever the context of this Guaranty requires, the masculine gender includes the feminine or neuter and vice versa, and the singular number includes the plural.

Capitalized terms not defined herein shall have the meaning set forth in the Area Development Agreement or the Initial Franchise Agreement.

IN WITNESS WHEREOF, this Guaranty has been duly executed and delivered by each of the undersigned, intending to be legally bound hereby, on the date set forth in the introductory paragraph of this Guaranty.

PERSONAL GUARANTOR

____
Personally and Individually (Printed Name)

____
Personally and Individually (Signature)

HOME ADDRESS

____
____
Social Security #:_____________

TELEPHONE NO.:_________________
PERCENTAGE OF OWNERSHIP
IN DEVELOPER:_____%

PERSONAL GUARANTOR

____
Personally and Individually (Printed Name)

____
Personally and Individually (Signature)

HOME ADDRESS

____
____
Social Security #:_____________

TELEPHONE NO.:_________________
PERCENTAGE OF OWNERSHIP
IN DEVELOPER:_____%

PERSONAL GUARANTOR

____
Personally and Individually (Printed Name)

____
Personally and Individually (Signature)

HOME ADDRESS

____
____
____
Social Security #:_____________
TELEPHONE NO.:_________________
PERCENTAGE OF OWNERSHIP
IN DEVELOPER:_____%

PERSONAL GUARANTOR

____
Personally and Individually (Printed Name)

____
Personally and Individually (Signature)

HOME ADDRESS

____
____
____
Social Security #:_____________
TELEPHONE NO.:_________________
PERCENTAGE OF OWNERSHIP
IN DEVELOPER:_____%

PERSONAL GUARANTOR

____
Personally and Individually (Printed Name)

____
Personally and Individually (Signature)

HOME ADDRESS

____
____
____
Social Security #:_____________
TELEPHONE NO.:_________________
PERCENTAGE OF OWNERSHIP
IN DEVELOPER:_____%

PERSONAL GUARANTOR

____
Personally and Individually (Printed Name)

____
Personally and Individually (Signature)

HOME ADDRESS

____
____
____
Social Security #:_____________
TELEPHONE NO.:_________________
PERCENTAGE OF OWNERSHIP
IN DEVELOPER:_____%

*** NOTE ALL OWNERS OF 5% OR MORE INTEREST IN THE LEGAL ENTITY MUST FILL OUT THIS PAGE.**

EXHIBIT III TO THE AREA DEVELOPMENT AGREEMENT

ALL HOLDERS OF 5% OR MORE LEGAL OR BENEFICIAL INTEREST IN DEVELOPER; OFFICERS, DIRECTORS AND MANAGERS

Holders of Legal or Beneficial Interest:

Name:___________________________________
Position/Title:_____________________________
Home Address: ____________________________
____
____
Telephone No.:____________________________
E-mail address:____________________________
Percentage of ownership: ____________%

Name:___________________________________
Position/Title:_____________________________
Home Address: ____________________________
____
____
Telephone No.:____________________________
E-mail address:____________________________
Percentage of ownership: ____________%

Name:___________________________________
Position/Title:_____________________________
Home Address: ____________________________
____
____
Telephone No.:____________________________
E-mail address:____________________________
Percentage of ownership: ____________%

Name:_____________________________
Position/Title:______________________
Home Address: _____________________
____
____
Telephone No.:______________________
E-mail address:______________________
Percentage of ownership _____________%

Name:_____________________________
Position/Title:______________________
Home Address:______________________
____
____
Telephone No.:______________________
E-mail address:______________________
Percentage of ownership _____________%

Name:_____________________________
Position/Title:______________________
Home Address:______________________
____
____
Telephone No.:______________________
E-mail address:______________________
Percentage of ownership _____________%

Officers, Directors and Managers:

Name:___________________________________
Position/Title:_____________________________
Home Address: ____________________________
____
____
Telephone No.:____________________________
E-mail address:____________________________

Name:___________________________________
Position/Title:_____________________________
Home Address: ____________________________
____
____
Telephone No.:____________________________
E-mail address:____________________________

Name:_____________________________
Position/Title:______________________
Home Address:______________________
____
____
Telephone No.:______________________
E-mail address:______________________

Name:_____________________________
Position/Title:______________________
Home Address:______________________
____
____
Telephone No.:______________________
E-mail address:______________________

<u>EXHIBIT IV TO THE AREA DEVELOPMENT AGREEMENT</u>

MULTI-STATE ADDENDUMS

To Avoid Duplication in the Disclosure Document These Are Located At

Exhibit G to the Franchise Disclosure Document

On The Execution Copy the Applicable State Addendum Will Be

Located At This Exhibit IV to the Area Development Agreement

EXHIBIT G

<u>STATE ADDENDUMS</u>

(ADDITIONAL INFORMATION REQUIRED BY CERTAIN STATES)

ADDENDUM REQUIRED BY THE STATE OF CALIFORNIA

In recognition of the requirements of the California Franchise Investment Law, Cal. Corp. Code 31000-31516, and the California Franchise Relations Acts, Cal. Bus. & Prof. Code 20000-20043, the Franchise Disclosure Document for RMS Franchise Group, Inc. for use in the State of California shall be amended as follows:

1. 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;

2. Section 31125 of the California Corporation Code requires Us to give You a disclosure document in a form approved by the Department of Corporations before asking You to consider a material modification of an existing Franchise Agreement;

3. The franchise agreement requires You to execute a general release of claims upon renewal or transfer of the franchise agreement. California Corporations Code Section 31512 provides that any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of that law or any rule or order is void. Section 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code Section 31000-31516). Business and Professions Code Section 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000-20043);

4. California Business and Professions Code, Section 20020, except as otherwise provided by this chapter, no Franchisor may terminate a franchise prior to the expiration of its term, except for Good Cause. Except as provided in Section 20021, Good Cause shall be limited to the failure of the Franchisee to substantially comply with the lawful requirements imposed upon the Franchisee by the franchise agreement after being given notice at least sixty (60) days in advance of the termination with a reasonable opportunity, to cure of which shall be not less than sixty (60) days from the date of the notice of noncompliance, to cure the failure. The period to exercise the right to cure shall not exceed seventy-five (75) days unless there is a separate agreement between the Franchisor and Franchisee to extend the time.

5. If during the period in which the franchise is in effect, there occurs any of the following events which is relevant to the franchise, immediate notice of termination without an opportunity to cure, shall be deemed reasonable (Business and Professions Code Section 20021):

    a. The Franchisee or the business to which the franchise relates has been the subject of an order for relief in bankruptcy, judicially determined to be insolvent, all or a substantial part of the assets thereof are assigned to or for the benefit of any creditor, or the Franchisee admits his or her inability to pay his or her debts as they come due;

    b. The Franchisee abandons the franchise by failing to operate the business for five (5) consecutive days during which the Franchisee is required to operate the business under the terms of the franchise, or any shorter period after which it is not unreasonable under the facts and circumstances for the Franchisor to conclude that the Franchisee does not intend to continue to operate the franchise, unless such failure to operate is due to fire, flood, earthquake, or other similar causes beyond the Franchisee's control;

    c. The Franchisor and Franchisee agree in writing to terminate the franchise;

d. The Franchisee makes any material misrepresentations relating to the acquisition of the franchise business or the Franchisee engages in conduct which reflects materially and unfavorably upon the operation and reputation of the franchise business or system;

e. The Franchisee fails, for a period of ten (10) days after notification of noncompliance, to comply with any federal, state, or local law or regulation, including, but not limited to, all health, safety, building and labor laws or regulations applicable to the operation of the franchise;

f. The Franchisee, after curing any failure in accordance with Section 20020 engages in the same noncompliance whether or not such noncompliance is corrected after notice;

g. The Franchisee repeatedly fails to comply with one or more requirements of the franchise, whether or not corrected after notice;

h. The franchised business or business premised of the franchise are seized, taken over, or foreclosed by a government official in the exercise of his or her duties, or seized, taken over, of foreclosed by a creditor, lienholder, or lessor, provided that a final judgment against the Franchisee remains unsatisfied for thirty (30) days (unless a supersedeas or other appeal bond has been filed); or a levy of execution has been made upon the license granted by the franchise agreement or upon any property used in the franchised business, and it is not discharged within five (5) days of such levy;

i. The Franchisee is convicted of a felony or any other criminal misconduct which is relevant to the operation of the franchise;

j. The Franchisee fails to pay any franchise fees or other amounts due to the Franchisor or its affiliate within five (5) days after receiving written notice that such fees are overdue; or

k. The Franchisor makes a reasonable determination that continued operation of the franchise by the Franchisee will result in an imminent danger to public health or safety.

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

7. Upon a lawful termination or nonrenewal of a Franchisee, the Franchisor shall purchase from the Franchisee, at the value of price paid, minus depreciation, all inventory, supplies, equipment, fixtures, and furnishings purchased or paid for under the terms of the franchise agreement or any ancillary or collateral agreement by the Franchisee to the Franchisor or its approved suppliers and sources, that are, at the time of the notice of termination or nonrenewal, in the possession of the Franchisee or used by the Franchisee in the franchise business. The Franchisor shall have the right to receive clear title to and possession of all items purchased from the Franchisee under this section (Business and Professions Code Sections 20022).

8. It is unlawful for a Franchisor to prevent a Franchisee from selling or transferring a franchise, all or substantially all of the assets of the franchise business, or a controlling or noncontrolling interest in the franchise business, to another person provided that the person is qualified under the Franchisor’s then-existing standards for the approval of new or

renewing franchisees, these standards to be made available to the Franchisee, as provided in Section 20029, and to be consistently applied to similarly situated franchisees operating within the franchise brand, and the Franchisee and the buyer, transferee, or assignee comply with the transfer conditions specified in the franchise agreement (Business and Professions Code Sections 20028(a)).

a. Notwithstanding subdivision (a), a Franchisee shall not have the right to sell, transfer, or assign the franchise, all or substantially all of the assets of the franchise business, or a controlling or noncontrolling interest in the franchise business, without written consent of the Franchisor, except that the consent shall not be withheld unless the buyer, transferee, or assignee does not meet the standards for new or renewing franchisees described in subdivision (a) or the Franchisee and the buyer, transferee, or assignee do not comply with the transfer conditions specified in the franchise agreement (Business and Professions Code Sections 20028(b)).

b. This section does not prohibit a Franchisor from exercising the contractual right of first refusal to purchase a franchise, all or substantially all of the assets of a franchise business, or a controlling or noncontrolling interest in a franchise business after receipt of a bona fide offer from a proposed purchaser to purchase the franchise, assets, or interest. A Franchisor exercising the contractual right of first refusal shall offer the seller payment at least equal to the value offered in the bona fide offer (Business and Professions Code Sections 20028(c)).

c. According to Business and Professions Code Section 20029(b), the Franchisor shall, within sixty (60) days after the receipt of all of the necessary information and documentation required pursuant to subdivision (a), or as specified by written agreement between the Franchisor and Franchisee, notify the Franchisee of the approval or disapproval of the proposed sale, assignment, or transfer. The notice shall be in writing and shall be delivered to the Franchisee by business courier or receipted mail. A proposed sale, assignment, or transfer shall be deemed approved, unless disapproved by the Franchisor in the manner provided by this subdivision. If the proposed sale, assignment, or transfer is disapproved, the Franchisor shall include in the notice of disapproval a statement setting forth the reasons for the disapproval.

9. In the event a Franchisor terminates or fails to renew a Franchisee, in violation of this chapter, the franchisee shall be entitled to receive from the Franchisor the fair market value of the franchised business and franchise assets and any other damages caused by the violation of this chapter (Business and Professions Code Section 20035(a)).

   a. A court may grant preliminary and permanent injunctions for a violation or threatened violation of this chapter (Business and Professions Code Section 20035(b)).

10. The Franchise Agreement provides for termination upon bankruptcy. This provision may not be enforceable under Federal Bankruptcy Law (11 U.S.C.A. Sec. 101 et seq.);

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

12. The Franchise Agreement contains a liquidated damages clause. Under California Civil

Code Section 1671, certain liquidated damages clauses are unenforceable;

13. The Franchise Agreement requires application of the laws and forum of the State of Sacramento County, California This provision may not be enforceable under California law;

14. The Franchise Agreement requires non-binding mediation. The mediation will occur only in the State of Sacramento County, California. Costs will be borne by You. This provision may not be enforceable under California law;

15. Neither RMS Franchise Group, Inc., *any* person or franchise broker in Item 2 of the UFDD is subject to any currently effective order or any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15. U.S.C.A. 78a *et. seq.*, suspending or expelling these persons from membership in such association or exchange; and

16. If You are not approved as a Franchisee due to background checks or if You cannot finalize the funding of your franchise system, We will refund You the entire deposit.

IN WITNESS WHEREOF, Franchisee and Franchisor have executed this Amendment to the Franchise Agreement in duplicate simultaneously with the execution of the Franchise Agreement.

ATTEST:	**RMS FRANCHISE GROUP, INC.:**
By: ________________________________	**By:** ______________________________________
Print Name: __________________________	**Print Name: Mo Hayat**
Title: ________________________________	**Title: Chief Development Officer**
ATTEST/WITNESS:	**FRANCHISEE / DEVELOPER:**
By: ________________________________	**By:** ______________________________________
Print Name: __________________________	**Print Name:** ______________________________
Title: ________________________________	**Title:** ____________________________________

ADDENDUM REQUIRED BY THE STATE OF CONNECTICUT

In recognition of the requirements of the Connecticut Business Opportunity Investment Act, Sections 36(b)-60 *et seq* and Conn. Gen. Stat. Ann. 42-133(e) to 42-133(h), the Franchise Disclosure Document for RMS Franchise Group, Inc., for use in the State of Connecticut shall be amended as follows:

1. The Connecticut statute 42-133(f) requires that a copy of the franchisor's Intent not to renew be given six months prior to the expiration of the current Franchise Agreement, unless the alleged grounds are for voluntary abandonment by the franchisee of the franchise relationship;
2. Pursuant to Connecticut statute 42-133(f)(c) upon termination of any franchise the franchisee shall be allowed fair and reasonable compensation by the franchisor for the franchisee's inventory, supplies, equipment and furnishings purchased by the franchisee from the franchisor or its approved sources under the terms of the franchise or any ancillary or collateral agreement; however no compensation shall be allowed for personalized items which have no value to the franchisor;
3. No franchise entered into or renewed shall be for a term of less than three years and for successive terms of not less than three years thereafter unless cancelled, terminated or not renewed; and
4. Any waiver of the rights of a franchisee under sections 42-133(f) or 42-133(g) which is contained in the Franchise Agreement shall be void.

IN WITNESS WHEREOF, Franchisee and Franchisor have executed this Amendment to the Franchise Agreement in duplicate simultaneously with the execution of the Franchise Agreement.

ATTEST:	**RMS FRANCHISE GROUP, INC.:**
By: ______________________________	**By:** ____________________________________
Print Name: ________________________	**Print Name: Mo Hayat**
Title: _____________________________	**Title: Chief Development Officer**
ATTEST/WITNESS:	**FRANCHISEE / DEVELOPER:**
By: ______________________________	**By:** ____________________________________
Print Name: ________________________	**Print Name:** ____________________________
Title: _____________________________	**Title:** _________________________________

ADDENDUM REQUIRED FOR HAWAII

In recognition of the requirements of the Hawaii Franchise Investment Law, Hawaii Revised Statutes, Title 26, Chapter 482E *et seq.* the Franchise Disclosure Document for RMS Franchise Group, Inc., is amended as follows:

1. These franchises have been filed under the Franchise Investment Law of the State of Hawaii. Filing does not constitute approval, recommendation of endorsement by the Director of Commerce and Consumer Affairs or a finding by the Director of Commerce and Consumer Affairs that the information provided herein is true, complete and not misleading;

2. The Franchise Investment Law makes it unlawful to offer or sell any franchise in this state without first providing to the prospective franchisee, or subfranchisor at least seven days prior to the execution by the prospective franchisee, of any binding franchise or other agreement, or at least seven days prior to the payment of any consideration by the franchisee, or subfranchisor, whichever occurs first, a copy of the Disclosure Document, together with a copy of all proposed agreements relating to the sale of the franchise;

3. The Hawaii Franchise Investment Law provides rights to Franchisee concerning non-renewal, termination and transfer of the Franchise Agreement. If the Agreement, and more specifically Articles 4, 16, 17 and 18 contain a provision that is inconsistent with the Hawaii Franchise Investment Law, the Hawaii Franchise Investment Law will control;

4. Articles 4 and 18 require Franchisee to sign a general release as a condition of renewal and transfer of the franchise; such release shall exclude claims arising under the Hawaii Franchise Investment Law;

5. Section 16.2, which terminates the Franchise Agreement upon the bankruptcy of Franchisee, may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101, *et seq.*);

6. This Disclosure Document contains a summary only of certain material provisions of the franchise Agreement. The contract or agreement should be referred to for a statement of all rights, conditions, restrictions and obligations of both the Franchisor and the Franchisee; and

7. Registered agent in the state authorized to receive service of process: Commissioner of Securities, Department of Commerce and Consumer Affairs, Business Registration Division, Securities Compliance Branch, 335 Merchant Street, Room 203, Honolulu, Hawaii 96813.

[THIS AREA HAS BEEN INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Franchisee and Franchisor have executed this Amendment to the Franchise Agreement in duplicate simultaneously with the execution of the Franchise Agreement.

ATTEST:	**RMS FRANCHISE GROUP, INC.:**
By: ______________________________	**By: ____________________________________**
Print Name: ________________________	**Print Name: Mo Hayat**
Title: _____________________________	**Title: Chief Development Officer**

ATTEST/WITNESS:	**FRANCHISEE / DEVELOPER:**
By: ______________________________	**By: ____________________________________**
Print Name: ________________________	**Print Name: ______________________________**
Title: _____________________________	**Title: __________________________________**

ADDENDUM REQUIRED BY THE STATE OF ILLINOIS

In recognition of the requirements of the Illinois Franchise Disclosure Act of 1987, III. Comp. Stat. 705/1 to 705/44 the Franchise Disclosure Document for RMS Franchise Group, Inc., for use in the State of Illinois shall be amended to include the following:

Cover Page & Item 17, Additional Disclosures. The following statements are added to the cover page and Item 17:

The Illinois Franchise disclosure Act provides that any provision in the Franchise Agreement which designates jurisdiction or venue in a forum outside of Illinois is void with respect to any cause of action which otherwise is enforceable in Illinois.

The Illinois Franchise Disclosure Act requires that Illinois law apply to any claim arising under the Illinois Franchise Disclosure Act.

Each provision of the Additional Disclosures shall be effective only to the extent that the jurisdictional requirements of the Illinois Franchise Disclosure Act of 1987, with respect to such provision, are met independently, without reference to this Addendum. The Additional Disclosures shall have no force or effect if such jurisdictional requirements are not met.

[THIS AREA HAS BEEN INTENTIONALLY LEFT BLANK]

AMENDMENT TO THE RMS FRANCHISE GROUP, INC. FRANCHISE AGREEMENT REQUIRED BY THE STATE OF ILLINOIS

This Amendment to The Pizza Press Franchise Agreement dated _______________ between RMS Franchise Group, Inc., ("Franchisor") and ____ ("Franchisee") is entered into simultaneously with the execution of the Franchise Agreement.

1. The provisions of this Amendment form an integral part of, and are incorporated into, the Franchise Agreement. This Amendment is being executed because: a) the offer or sale of the franchise to Franchisee was made in the State of Illinois; b) Franchisee is a resident of the State of Illinois; and/or c) the franchise will be located or operated in the State of Illinois.

2. Section 22.6 is deleted and replaced with the following:

   This Agreement, the documents referred to herein, and the Exhibits hereto constitute the entire, full and complete agreement between Franchisor and Franchisee concerning the subject matter hereof and shall supersede all prior agreements, no other representations (except for or other than those contained in the disclosure document) having induced Franchisee to execute this Agreement.

3. The following sentence is added to the end of Section 23.1:

   Notwithstanding the foregoing, the Illinois Franchise Disclosure Act shall govern this Agreement.

4. The following sentence is added to the end of Section 23.2:

   Section 4 of the Illinois Franchise Disclosure Act provides that any provision in this Agreement which designates jurisdiction or venue in a forum outside of Illinois is void with respect to any cause of action which otherwise is enforceable in Illinois.

5. The following sentence is added at the end of Section 23.4:

   Section 27 of the Illinois Franchise Disclosure Act provides that causes of action under the Act must be brought within the earlier of: 3 years of the violation; 1 year after Franchisee becomes aware of the underlying facts or circumstances; or 90 days after delivery to Franchisee of a written notice disclosing the violation.

6. The following sentence is added to the end of Section 23.2:

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

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

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

IN WITNESS WHEREOF, Franchisee and Franchisor have executed this Amendment to the Franchise Agreement in duplicate simultaneously with the execution of the Franchise Agreement.

ATTEST:	**RMS FRANCHISE GROUP, INC.:**
By: ________________________________	**By: ______________________________________**
Print Name: _________________________	**Print Name: Mo Hayat**
Title: _______________________________	**Title: Chief Development Officer**

ATTEST/WITNESS:	**FRANCHISEE:**
By: ________________________________	**By: ______________________________________**
Print Name: _________________________	**Print Name: ______________________________**
Title: _______________________________	**Title: ___________________________________**

ADDENDUM REQUIRED BY THE STATE OF INDIANA

In recognition of the requirements of the Indiana Franchise Disclosure Law, Indiana Code 23-2-2.5-1 to 23-2-2.5-51, and the Indiana Deceptive Franchise Practices Act, Indiana Code 23-2-2.7-1 to 23-2-2.7-7, the Franchise Disclosure Document for RMS Franchise Group, Inc. for use in the State of Indiana shall be amended as follows:

1. The Indiana Deceptive Franchise Practices Act requires that Indiana law govern any cause of action arising under the Indiana Franchise Disclosure Law or the Indiana Deceptive Franchise Practices Act and prohibits limiting litigation brought for breach of the agreement in any manner whatsoever;
2. Item 12, "Territory," shall be amended by the addition of the following paragraph: We will not compete unfairly with You within a reasonable area;
3. The Indiana Deceptive Franchise Practices Act makes it unlawful to require a Franchisee to covenant not to compete with RMS Franchise Group, Inc. for a period longer than three (3) years or in an area of reasonable size upon termination of or failure to renew the franchise;
4. Each provision of this Addendum to the Disclosure Document shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Indiana Franchise Disclosure Law, Indiana Code 23-2-2.5-1 to 23-2-2.5-51, and the Indiana Deceptive Franchise Practices Act, Indiana Code 23-2-2.7-1 to 23-2-2.7-7, are met independently without reference to this Addendum to the Disclosure Document;
5. Item 17p (your death or disability) of the Disclosure Document and Sections 16.2 and 18.6 of the Franchise Agreement is amended to provide for a period of 180 days following disapproval to sell the RMS Franchise Group, Inc. franchise to an assignee acceptable to RMS Franchise Group, Inc.; and
6. Item 17v (choice of forum) of the Disclosure Document and Section 23.2 of the Franchise Agreement (Exhibit G) is amended to provide that litigation may occur in the State of Indiana.

IN WITNESS WHEREOF, Franchisee and Franchisor have executed this Amendment to the Franchise Agreement in duplicate simultaneously with the execution of the Franchise Agreement.

ATTEST:	**RMS FRANCHISE GROUP, INC.:**
By: ________________________________	**By: ____**
Print Name: __________________________	**Print Name: Mo Hayat**
Title: ________________________________	**Title: Chief Development Officer**
ATTEST/WITNESS:	**FRANCHISEE / DEVELOPER:**
By: ________________________________	**By: ____**
Print Name: __________________________	**Print Name: _______________________________**
Title: ________________________________	**Title: _____________________________________**

ADDENDUM REQUIRED BY THE STATE OF MARYLAND

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

> The franchise agreements provide for termination upon bankruptcy. These provisions may not be enforceable under federal bankruptcy law.
>
> Item 17(c) is amended to include: The 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.
>
> Item 17(u), (v) and (w) are amended to include: A franchisee in Maryland may sue in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.
>
> Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

[THIS AREA HAS BEEN INTENTIONALLY LEFT BLANK]

AMENDMENT TO THE RMS FRANCHISE GROUP, INC. FRANCHISE DEVELOPMENT AGREEMENT REQUIRED BY THE STATE OF MARYLAND

This Amendment to the RMS Franchise Group, Inc. Franchise Agreement dated ________________ between RMS Franchise Group, Inc., ("Franchisor") and ____ ("Franchisee") is entered into simultaneously with the execution of the Franchise Agreement.

1. The provisions of this Amendment form an integral part of, and are incorporated into, the Franchise Agreement. This Amendment is being executed because: a) the offer or sale of the franchise to Franchisee was made in the State of Maryland; b) Franchisee is a resident of the State of Maryland; and/or c) the franchise will be located or operated in the State of Maryland.

2. The following sentence is added to the end of Transfer by Franchisee to a Third Party, Section 18.2:

   This Section is not intended to, nor shall it act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law. The 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.

3. The following sentence is added to the end of Transfer to a Controlled Entity, Section 18.3:

   This release shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

4. The following sentence is added to the end of Choice of Law, Section 23.1:

   Notwithstanding the foregoing, the Maryland Franchise Registration and Disclosure Law shall govern this Agreement.

5. The following sentence is added to the end of Consent to Jurisdiction, Section 23.2:

   A Franchisee in Maryland may sue in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

6. The following sentence is added at the end of Limitations of Claims, Section 23.4:

   Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

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

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

IN WITNESS WHEREOF, Franchisee and Franchisor have executed this Amendment to the Franchise Agreement in duplicate simultaneously with the execution of the Franchise Agreement.

ATTEST:	**RMS FRANCHISE GROUP, INC.:**
By: _______________________________	**By: _____________________________________**
Print Name: _________________________	**Print Name: Mo Hayat**
Title: ______________________________	**Title: Chief Development Officer**
ATTEST/WITNESS:	**FRANCHISEE:**
By: _______________________________	**By: _____________________________________**
Print Name: _________________________	**Print Name: _____________________________**
Title: ______________________________	**Title: __________________________________**

ADDENDUM REQUIRED BY THE STATE OF MICHIGAN

In recognition of the requirements of the Michigan Franchise Investment Law, which prohibits certain unfair provisions that are sometimes in franchise documents, if any of the below provisions are contained within the Franchise Disclosure Document for RMS Franchise Group, Inc., for use in the State of Michigan those provisions are void and cannot be enforced against You:

1. A prohibition of your right to join an association of Franchisees;

2. A requirement that You assent to a release, assignment, novation, waiver or estoppel that deprives You of rights and protections provided in this act. This shall not preclude You, after entering into a Franchise Agreement, from settling any and all claims;

3. A provision that permits Us to terminate a franchise prior to the expiration of this term except for good cause. Good cause shall include 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;

4. A provision that permits Us to refuse to renew a 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 that have no value to Us and inventory, supplies, equipment, fixtures and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applies only if: (a) the term of the franchise is less than 5 years, and (b) 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 You do not receive at least 6 months advance notice of our intent not to renew the franchise;

5. A provision that permits Us to refuse to renew a franchise on terms generally available to other Franchisees of the same class or type under similar circumstances. This section does not require a renewal provision;

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

7. A provision that permits Us to refuse to permit a transfer of ownership of a franchise, except for good cause. The subdivision does not prevent Us from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:

   a. The failure of the proposed Transferee to meet our then-current reasonable qualifications or standards;

   b. The fact that the proposed Transferee is our or subfranchisor’s competitor;

   c. The unwillingness of the proposed Transferee to agree in writing to comply with all lawful obligations;

d. Your or proposed Transferee's failure to pay Us any sums or to cure any default in the Franchise Agreement existing at the time of the proposed transfer;

8. A provision that requires You to resell to Us items that are not uniquely identified with Us. This subdivision does not prohibit a provision that grants Us a right of first refusal to purchase the assets of a franchise on the same terms and conditions as a bona fide third party willing and able to purchase those assets, nor does this subdivision prohibit a provision that grants Us the right to acquire the assets of a franchise for the market or appraised value and has failed to cure the breach in the manner provided in subdivision (C);

9. A provision that permits Us to directly or indirectly convey, assign or otherwise transfer our obligations to fulfill contractual obligations to You unless a provision has been made for providing the required contractual services;

10. If our most recent financial statements are unaudited and show a net worth of less than $100,000.00, You may request that We arrange for the escrow of initial investment and other funds You paid until our obligations, if any, to provide real estate, improvements, equipment, inventory, training or other items included in the franchise offering are fulfilled. At our option, a surety bond may be provided in place of escrow; and

11. THE FACT THAT THERE IS A NOTICE OF THIS OFFERING ON FILE WITH THE ATTORNEY GENERAL DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENFORCEMENT BY THE ATTORNEY GENERAL. Any questions regarding this notice should be directed to: State of Michigan, Consumer Protection Division, Attention: Franchise Bureau, 670 Law Building, Lansing, MI 48913, (517) 373-7117.

IN WITNESS WHEREOF, Franchisee and Franchisor have executed this Amendment to the Franchise Agreement in duplicate simultaneously with the execution of the Franchise Agreement.

ATTEST:	**RMS FRANCHISE GROUP, INC.:**
By: ______________________________	**By:** ____________________________________
Print Name: ________________________	**Print Name: Mo Hayat**
Title: ______________________________	**Title: Chief Development Officer**
ATTEST/WITNESS:	**FRANCHISEE / DEVELOPER:**
By: ______________________________	**By:** ____________________________________
Print Name: ________________________	**Print Name:** ____________________________
Title: ______________________________	**Title:** __________________________________

ADDENDUM REQUIRED BY THE STATE OF MINNESOTA

In recognition of the requirements of the Minnesota Franchises Law, Minn. Stat. 80C.01 through 80C.22, and of the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce, Minn. Rules 2860.0100 through 2860.9930, the Franchise Disclosure Document for RMS Franchise Group, Inc., for use in the State of Minnesota shall be amended as follows:

1. Minnesota Statute 80C.21 and Minnesota Rule 2860.4400J prohibit Us from requiring litigation to be conducted outside Minnesota. In addition, nothing in the disclosure document or agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction;

2. With respect to franchises governed by Minnesota law, the RMS Franchise Group, Inc. will comply with Minnesota Statutes Sec. 80C.14, Subs, 3,4, and 5 which require, except in certain specified cases, that a Franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the Franchise Agreement;

3. Minnesota Rule 2860.4400D prohibits Us from requiring You to assent to a release, assignment, novation, or waiver that would relieve any person from liability imposed by Minnesota Statute §§80C.01-80C.22; and

4. Each provision of this Addendum shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Minnesota Franchises Law or the Rules and Regulations promulgated thereunder by the Minnesota Commission of Commerce are met independently without reference to this Addendum to the Disclosure Document.

[THIS AREA HAS BEEN INTENTIONALLY LEFT BLANK]

AMENDMENT TO THE FRANCHISE AGREEMENT REQUIRED BY THE STATE OF MINNESOTA

This Amendment to the RMS Franchise Group, Inc. Franchise Agreement dated ________________ between RMS Franchise Group, Inc., ("Franchisor") and ____ ("Franchisee") is entered into simultaneously with the execution of the Franchise Agreement.

1. The provisions of this Amendment form an integral part of, and are incorporated into, the Franchise Agreement. This Amendment is being executed because: a) the offer or sale of the franchise to Franchisee was made in the State of Minnesota; b) Franchisee is a resident of the State of Minnesota; and/or c) the franchise will be located or operated in the State of Minnesota.

2. Section 22.6 is deleted and replaced with the following:

   This Agreement, the documents referred to herein, and the Exhibits hereto constitute the entire, full and complete agreement between Franchisor and Franchisee concerning the subject matter hereof and shall supersede all prior agreements, no other representations (except for or other than those contained in the disclosure document) having induced Franchisee to execute this Agreement.

3. The following sentence is added to the end of Section 23.1:

   Notwithstanding the foregoing, the Minnesota Franchise Act shall govern this Agreement.

4. The following sentence is added to the end of Section 18.2:

   Notwithstanding the foregoing, Franchisee will not be required to assent to a release, assignment, novation, or waiver that would relieve any person from liability imposed by Minnesota Statute §§ 80C.01-80C.22.

5. The following sentence is added to the end of Sections 16.2 and 18.2:

   With respect to franchises governed by Minnesota law, the Franchisor will comply with Minnesota Statutes Sec. 80C.14, Subs, 3, 4, and 5 which require, (except in certain specified cases) (1) that a franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the franchise agreement and (2) that consent to the transfer of the franchise will not be unreasonably withheld.

6. The following sentence is added at the end of Section 18.2:

   Under Minnesota Rule 2860.4400J, certain liquidated damages clauses are unenforceable.

7. The following sentence is added to the end of Section 23.2:

Minnesota Statute §80C.21 and Minnesota Rule 2860.4400J prohibit Franchisor from requiring litigation to be conducted outside Minnesota. In addition, nothing in this Agreement can abrogate or reduce Franchisee's rights as provided for in Minnesota Statutes, Chapter 80C, or Franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

The franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. See Minn. Rules 2860.4400J.

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

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

IN WITNESS WHEREOF, Franchisee and Franchisor have executed this Amendment to the Franchise Agreement in duplicate simultaneously with the execution of the Franchise Agreement.

ATTEST:	**RMS FRANCHISE GROUP, INC.:**
By: ______________________________	**By:** ____________________________________
Print Name: ________________________	**Print Name: Mo Hayat**
Title: ______________________________	**Title: Chief Development Officer**

ATTEST/WITNESS:	**FRANCHISEE:**
By: ______________________________	**By:** ____________________________________
Print Name: ________________________	**Print Name:** ____________________________
Title: ______________________________	**Title:** __________________________________

AMENDMENT TO THE FRANCHISE AGREEMENT AS REQUIRED BY THE STATE OF NEW YORK

This Amendment to the RMS Franchise Group, Inc. Franchise Agreement dated _______________ between RMS Franchise Group, Inc., ("Franchisor") and ____ ("Franchisee") is entered into simultaneously with the execution of the Franchise Agreement.

In recognition of the requirements of the General Business Law of the State of New York, Article 3, Section 687 and Article 33, Sections 680-695, and the Codes, Rules, and Regulations of the State of New York, Title 13, Chapter VII, Section 200.1 through 201.16, the Franchise Disclosure Document for RMS Franchise Group, Inc., for use in the State of New York shall be amended as follows:

1. RMS Franchise Group, Inc. may, if it chooses, negotiate with You about items covered in the prospectus. However, RMS Franchise Group, Inc. cannot use the negotiating process to prevail upon a prospective Franchisee to accept terms which are less favorable than those set forth in this prospectus.
2. Item 3, Additional Disclosure. The following is added to the end of Item 3:

   Neither We, the franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark:

   a. Has an administrative, criminal, or civil action pending against that person alleging: a felony, a violation of a franchise, antitrust or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices, or comparable civil or misdemeanor allegations;

   b. Has been convicted of a felony or pleaded *nolo contendere* to a felony charge, or within the ten-year period immediately preceding the application for registration, has been convicted of or pleaded *nolo contendere* to a misdemeanor charge or has been the subject of a civil action alleging: a violation of a franchise, antifraud or securities law, fraud, embezzlement, fraudulent conversion, or misappropriation of property, or unfair or deceptive practices or comparable allegations; or

   c. Is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

3. Item 4, Additional Disclosure. The following is added to the end of Item 4:

   Neither the franchisor, its affiliates, its predecessor, or officers, or general partner during the 10 year period immediately before the date of the offering circular:

   a. filed as debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code;

   b. obtained a discharge of its debts under the bankruptcy code; or

   c. was a principal officer of a company or a general partner in a partnership that either filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code or that obtained a discharge of its debts under the U.S. Bankruptcy Code during or within (1) year after the officer or general partner of the franchisor held such this position in the company or partnership.

4. Item 5, Additional Disclosure. The following is added to the end of Item 5:

   The Initial Fee in Item 5 of the Disclosure Document is part profit to Franchisor and said fee is also applied to: Costs and expenses incurred in the assistance and supervision furnished by Franchisor to Franchisee in the opening of Franchisee's franchise unit and the day-to-day operations of same; legal fees, accounting fees, and other costs and expenses incurred in complying with federal, state and local disclosure, registration and franchise related laws, rules and regulations; Franchisor's employee salaries and fringe benefits; costs and expenses incurred by Franchisor in the registration, enforcement and protection of all of the Marks and the rights of Franchisee to use the same. The Franchise Fee will be paid in lump sum when due.

5. Item 9, Additional Disclosure. The following is added to the end of Item 9:

   RMS Franchise Group, Inc. imposes no further restrictions or conditions on the purchasing, leasing, or renting of goods or services by You.

6. Item 14, Additional Disclosure. The following is added to the end of Item 14 under the subheading Manual:

   Any revisions to the Manuals will not unreasonably affect your obligations, including economic requirements, under the Franchise Agreement.

7. Item 17, Additional Disclosure. The following is added to the end of Item 17:

   Notwithstanding Item 17(d) of the Disclosure Document, New York provides that Franchisee may terminate the Agreement upon valid legal grounds.

   The Franchise Agreement lists the Choice of Law as Sacramento County, California.

   The forgoing choice of law should not be considered a waiver of any right conferred upon the franchisor or upon the franchisee by Article 33 of the General Business Law of the State of New York.

IN WITNESS WHEREOF, Franchisee and Franchisor have executed this Amendment to the Franchise Agreement in duplicate simultaneously with the execution of the Franchise Agreement.

ATTEST:	**RMS FRANCHISE GROUP, INC.:**
By: ______________________________	**By: ____________________________________**
Print Name: ________________________	**Print Name: Mo Hayat**
Title: ______________________________	**Title: Chief Development Officer**

ATTEST/WITNESS:	**FRANCHISEE / DEVELOPER:**
By: ______________________________	**By: ____________________________________**
Print Name: ________________________	**Print Name: ____________________________**
Title: ______________________________	**Title: _________________________________**

ADDENDUM REQUIRED BY THE STATE OF NORTH DAKOTA

In recognition of the requirements of the North Dakota Franchise Investment Law, N.D. Cent. Code 51-19-01 through 51-19-17, and the policies of the Office of the State of North Dakota Securities Commission, the Franchise Disclosure Document for RMS Franchise Group, Inc. for use in the State of North Dakota shall be amended as follows:

1. Item 17(r), (non-competition covenants), of the Disclosure Document, Sections 2.5, and 17.2 and Exhibit 2 of the Franchise Agreement disclose the existence of certain covenants restricting competition to which the Franchisee must agree. The Securities Commissioner of the State of North Dakota has held that covenants restricting competition, contrary to Section 9-08-06 of the North Dakota Century Code, without further disclosing that such covenants may be subject to this statute, are unfair, unjust, or inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. Covenants not to compete such as those referenced above are generally considered unenforceable in the State of North Dakota;

2. Item 17(v), (choice of forum) of the Disclosure Document and Section 23.2, of the Franchise Agreement provide that Franchisees must consent to the jurisdiction of the District Court of Washoe County, Nevada. The Securities Commissioner of the State of North Dakota has held that requiring Franchisees to consent to jurisdiction of courts outside of North Dakota is unfair, unjust or inequitable within the intent of Section 51-19-09 of the North Dakota Investment Law, therefore, this provision is void and of no effect in the State of North Dakota;

3. Item 17(w), (choice of law) of the Disclosure Document and Section 23.1, of the Franchise Agreement provide that Sacramento County, California law governs the Franchise Agreement. The Securities Commissioner of the State of North Dakota has held that Franchise Agreements which specify that they are to be governed by the laws of a state other than North Dakota are unfair, unjust or inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law, therefore, this provision is void and of no effect in the State of North Dakota;

4. Sections 23.2 and 23.7 of the Franchise Agreement provides that Franchisees must consent to the jurisdiction of the Sacramento County, California. The Securities Commissioner of the State of North Dakota has held that requiring Franchisees to consent to jurisdiction of courts outside of North Dakota is unfair, unjust or inequitable within the intent of Section 51-19-09 of the North Dakota Investment Law. The site of mediation or arbitration shall be agreeable to all parties; therefore, this provision is amended to provide that the state of mediation or arbitration shall be agreeable to all parties;

5. Section 23.5 of the Franchise Agreement stipulates that the Franchisee shall pay all costs and expenses incurred by the RMS Franchise Group, Inc. in enforcing the Franchise Agreement. The Securities Commissioner of the State of North Dakota has determined this to be unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. Therefore, the referenced section of the Franchise Agreement is amended to provide that the prevailing party in any enforcement action is entitled to recover all costs and expenses, including attorney fees;

6. Section 23.5 of the Franchise Agreement requires the Franchisee to consent to a waiver of consequential damages. The Securities Commissioner of the State of North Dakota has

determined this to be unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law, therefore, this provision is void and of no effect in the State of North Dakota; and

7. Each provision of this Addendum shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the North Dakota Franchise Investment Law are met independently referenced to this Addendum to the Disclosure Document.

IN WITNESS WHEREOF, Franchisee and Franchisor have executed this Amendment to the Franchise Agreement in duplicate simultaneously with the execution of the Franchise Agreement.

ATTEST:	**RMS FRANCHISE GROUP, INC.:**
By: ______________________________	**By: ____________________________________**
Print Name: ________________________	**Print Name: Mo Hayat**
Title: ______________________________	**Title: Chief Development Officer**
ATTEST/WITNESS:	**FRANCHISEE / DEVELOPER:**
By: ______________________________	**By: ____________________________________**
Print Name: ________________________	**Print Name: ____________________________**
Title: ______________________________	**Title: _________________________________**

ADDENDUM REQUIRED BY THE STATE OF RHODE ISLAND

In recognition of the requirements of the Rhode Island Franchise Investment Act, 19-28.1-1 through 19-28.1-34, the Franchise Disclosure Document of RMS Franchise Group, Inc. for use in the State of Rhode Island shall be amended as follows:

1. Item 17, "Renewal, Termination, Transfer and Dispute Resolution," shall be amended by Section 19-28.1-14 of the Rhode Island Franchise Investment Act which provides that "A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act";"; and
2. Each provision of this Addendum shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Rhode Island Franchise Investment Act 19-28.1-1 through 19-28.1-34, are met independently without reference to this Addendum to the Disclosure Document.

IN WITNESS WHEREOF, Franchisee and Franchisor have executed this Amendment to the Franchise Agreement in duplicate simultaneously with the execution of the Franchise Agreement.

ATTEST:	**RMS FRANCHISE GROUP, INC.:**
By: ________________________________	**By: ______________________________________**
Print Name: __________________________	**Print Name: Mo Hayat**
Title: ________________________________	**Title: Chief Development Officer**
ATTEST/WITNESS:	**FRANCHISEE / DEVELOPER:**
By: ________________________________	**By: ______________________________________**
Print Name: __________________________	**Print Name: ______________________________**
Title: ________________________________	**Title: ____________________________________**

ADDENDUM REQUIRED BY THE STATE OF SOUTH DAKOTA

In recognition of the requirements of the South Dakota Franchises for Brand-Name Goods and Services Law, S.D. Codified Laws 37-5B-01 through 37-5B-53, the Franchise Disclosure Document for RMS Franchise Group, Inc., for use in the State of South Dakota shall be amended as follows:

1. Section 23.7, of the Franchise Agreement is amended by the addition of the following language to the original language that appears therein: "In the event that either party shall make demand for mediation, such mediation shall be conducted in a mutually agreed upon site.
2. Item 17 of the Disclosure Document and Section 17.2 of the Franchise Agreement are amended by the addition of the following language to the original language that appears therein: "Covenants not to compete upon termination or expiration of a franchise agreement are generally unenforceable in South Dakota, except in certain instances as provided by law." To the extent this Addendum shall be deemed to be inconsistent with any terms or conditions of said Franchise Agreement or Exhibits or Attachments thereto, the terms of this Addendum shall govern.
3. Item 17(e) & (f) (termination without cause & with cause) of the Disclosure Document and Sections 16.2 and 16.3 of the Franchise Agreement are amended by the following language: South Dakota law provides for a Thirty Day (30) notice to cure any default prior to termination, including the non-payment of royalty and service fees, amount due for purchases from the Company or its affiliates or other payments due to the Company.
4. Section 23.1 of the Franchise Agreement are amended by the addition of the following language to the original language that appears therein: "The law regarding franchise registration, employment, covenants not to compete, and other matters of local concern will be governed by the laws of the State of South Dakota; but as to contractual and all other matters, this agreement and all provisions of this instrument will be and remain subject to the application, construction, enforcement, and interpretation under the governing law of Sacramento County, California."
5. Section 23.7 of the Franchise Agreement is amended by the addition of the following language to the original language that appears therein: "In the event that either party shall make demand for mediation, such mediation shall be conducted in a mutually agreed upon site. The mediation proceeding shall take place in the Sacramento County, California. In connection with any mediation proceeding the provisions of Rule 408 of the Federal Rules of Evidence."
6. Each provision of this Addendum shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the South Dakota Franchises Brand-Name Goods and Services Law are met independently without reference to this Addendum to the Disclosure Document.

[THIS AREA HAS BEEN INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Franchisee and Franchisor have executed this Amendment to the Franchise Agreement in duplicate simultaneously with the execution of the Franchise Agreement.

ATTEST:	**RMS FRANCHISE GROUP, INC.:**
By: ______________________________	**By: ____________________________________**
Print Name: ________________________	**Print Name: Mo Hayat**
Title: ______________________________	**Title: Chief Development Officer**
ATTEST/WITNESS:	**FRANCHISEE / DEVELOPER:**
By: ______________________________	**By: ____________________________________**
Print Name: ________________________	**Print Name: ____________________________**
Title: ______________________________	**Title: __________________________________**

ADDENDUM REQUIRED BY THE COMMONWEALTH OF VIRGINIA

In recognition of the requirements of Virginia Franchise Protections laws, the Franchise Agreement for RMS Franchise Group, Inc., for use in the State of Virginia shall be amended as follows:

1. Section 16.2, which terminates the Franchise Agreement upon the bankruptcy of Franchisee, may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101, *et seq.*);
2. The Virginia State Corporation Commission's Division of Securities and Retail Franchising requires Us to defer payments of the Initial Fee and other Initial Payments owed by Franchisees to the Franchisor until the Franchisor has completed its pre-opening obligations under the Franchise Agreement; and
3. Additional Disclosure: The following statements are added to Item 17.h. Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a Franchisor to cancel a franchise without reasonable cause. If any ground for default or termination stated in the Franchise Agreement does not constitute "reasonable cause," as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.

IN WITNESS WHEREOF, Franchisee and Franchisor have executed this Amendment to the Franchise Agreement in duplicate simultaneously with the execution of the Franchise Agreement.

ATTEST:	**RMS FRANCHISE GROUP, INC.:**
By: ______________________________	**By:** ____________________________________
Print Name: ________________________	**Print Name: Mo Hayat**
Title: _____________________________	**Title: Chief Development Officer**
ATTEST/WITNESS:	**FRANCHISEE / DEVELOPER:**
By: ______________________________	**By:** ____________________________________
Print Name: ________________________	**Print Name:** ____________________________
Title: _____________________________	**Title:** _________________________________

ADDENDUM REQUIRED BY THE STATE OF WASHINGTON

In recognition of the requirements of the Washington Franchise Investment Protection Act, Wash. Rev. Code 19.100.180 to 19.100.190, the Franchise Disclosure Document for RMS Franchise Group, Inc., for use in the State of Washington shall be amended as follows:

1. Notwithstanding anything herein to the contrary, the Washington Franchise Investment Protection Act provides:
   a. That mediation sites or venue in the State of Washington, shall be in a mutually agreed upon place, or as determined by the arbitrator at the time of mediation.
   b. That a Franchisee may not waive any rights under the Washington Franchise Investment Protection Act.
   c. That Transfer Fees to be imposed are permissible only to the extent that they compensate for expenses incurred by the Franchisor as a result of the transfer.
   d. That in the event of a conflict of law the provisions of the Washington Franchise Investment Protection Act shall prevail.
2. Each provision of this Addendum shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Washington Franchise Investment Protection Act, Wash. Rev. Code 19.100.180 to 19.100.190, are met independently without reference to this Addendum to the Disclosure Document.

IN WITNESS WHEREOF, Franchisee and Franchisor have executed this Amendment to the Franchise Agreement in duplicate simultaneously with the execution of the Franchise Agreement.

ATTEST:	**RMS FRANCHISE GROUP, INC.:**
By: ______________________________	**By: ____________________________________**
Print Name: ________________________	**Print Name: Mo Hayat**
Title: ______________________________	**Title: Chief Development Officer**
ATTEST/WITNESS:	**FRANCHISEE / DEVELOPER:**
By: ______________________________	**By: ____________________________________**
Print Name: ________________________	**Print Name: ____________________________**
Title: ______________________________	**Title: _________________________________**

ADDENDUM REQUIRED BY THE STATE OF WISCONSIN

In recognition of the requirements of the Wisconsin Department of Financial Institutions Sections 31.01 to 32.07 and Wis. Stat. 553.27(4), the Franchise Disclosure Document for RMS Franchise Group, Inc., for use in the State of Wisconsin shall be amended as follows:

1. The Wisconsin Department of Financial Institutions Sections 31.01 to 32.07 applies to most, if not all, Franchise Agreements and prohibits the Termination, Cancellation, Non-Renewal of substantial change of the competitive circumstances of a Franchise Agreement without good cause. The Law further provides that 90 days prior written notice of the proposed termination, etc. must be given to the Franchisee. The Franchisee has 60 days to cure the deficiency and if the deficiency is so cured the notice is void. Section 23.1 of the Disclosure Document and the corresponding section of the Franchisor License Agreement should state that the Wisconsin Department of Financial Institutions Sections 31.01 to 32.07 laws supersedes any provisions contained in the Franchise or License Agreement that are consistent with that law; and
2. Each provision of this Addendum shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Wisconsin Department of Financial Institutions law are met independently without reference to this Addendum to this Disclosure Document.

IN WITNESS WHEREOF, Franchisee and Franchisor have executed this Amendment to the Franchise Agreement in duplicate simultaneously with the execution of the Franchise Agreement.

ATTEST:	**RMS FRANCHISE GROUP, INC.:**
By: ______________________________	**By:** ____________________________________
Print Name: ________________________	**Print Name: Mo Hayat**
Title: ______________________________	**Title: Chief Development Officer**
ATTEST/WITNESS:	**FRANCHISEE / DEVELOPER:**
By: ______________________________	**By:** ____________________________________
Print Name: ________________________	**Print Name:** ____________________________
Title: ______________________________	**Title:** __________________________________

EXHIBIT H
TO FRANCHISE DISCLOSURE DOCUMENT
RMS FRANCHISE GROUP, INC. LIST OF STATE ADMINISTRATORS

Listed here are the names, addresses and telephone numbers of the state agencies having responsibility for franchising disclosure and registration laws and for service of process. We may not yet be registered to sell franchises in any or all of these states. There may also be additional agents appointed in some of the states listed.

California
(*State Administrator*)
Department of Business Oversight:
320 West 4th Street, Suite 750
Los Angeles, CA 90013
(213) 576-7500 Toll Free (866) 275-2677

(*Agent for Service of Process*)
Department of Business Oversight:
One Sansome Street, Suite 600
San Francisco, CA 94104
(415) 972-8559

Connecticut
(*State Administrator*)
State of Connecticut, Department of Banking
Securities & Business Investments Division
260 Constitution Plaza
Hartford, CT 06103-1800
(860) 240-8230

(*Agent for Service of Process*)
Banking Commissioner
44 Capitol Ave.
Hartford, CT 06106
(860) 240-8299

Hawaii
(*State Administrator*)
Business Registration Division
Commissioner of Commerce and Consumer Affairs
335 Merchant Street, Room 203
Honolulu, Hawaii 96813
(808) 586-2722

(*Agent for Service of Process*)
Department of Commerce & Consumer Affairs
335 Merchant Street, Room 203
Honolulu, HI 96813
(808) 586-2722

Illinois
(*State Administrator*)
Franchise Bureau
Office of the Attorney General
500 South Second Street
Springfield, Illinois 62706
(217) 782-4465

(*Agent for Service of Process*)
Illinois Attorney General
500 South Second Street
Springfield, IL 62706
(217) 782-4465

Indiana
(*State Administrator*)
Indiana Secretary of State
Securities Division, E-111
302 Washington Street
Indianapolis, Indiana 46204
(317) 232-6681

(*Agent for Service of Process*)
Indiana Secretary of State
201 State House
200 West Washington Street
Indianapolis, Indiana 46204
(317) 232-6531

Maryland
(*State Administrator*)
Office of the Attorney General
Securities Division
200 St. Paul Place
Baltimore, Maryland 21202-2021
(410) 576-6360

(*Agent for Service of Process*)
Securities Commissioner
Maryland Division of Securities
200 St. Paul Place
Baltimore, MD 21202
(410) 576-6360

Michigan
(*State Administrator*)
Consumer Protection Division
Antitrust and Franchise Unit
Michigan Department of Attorney General
525 W. Ottawa Street, 6th Floor
Lansing, Michigan 48933
(517) 373-7117

(*Agent for Service of Process*)
Dept. of the Attorney General's Office
Consumer Protection Division
525 Ottawa Street, 6th Floor
Lansing, MI 48909
(517)373-7117

Minnesota
(*State Administrator*)
Minnesota Department of Commerce
85 7th Place East, Suite 500
St. Paul, Minnesota 55101-2198
(651) 296-6328

(*Agent for Service of Process*)
Minnesota Commissioner of Commerce
85 7th Place East, Suite 500
St. Paul, MN 55101-2198
(612) 296-6328

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

(*Agent for Service of Process*)
Attention: New York Secretary of State
New York Department of State
One Commerce Plaza,
99 Washington Avenue, 6th Floor
Albany, NY 12231-0001
(518) 473-2492

North Dakota
(*State Administrator*)
North Dakota Securities Department
State Capitol, Fifth Floor, Dept. 414
600 East Boulevard Avenue
Bismarck, North Dakota 58505-0510
(701) 328-2910

(*Agent for Service of Process*)
North Dakota Securities Department
State Capitol, Fifth Floor,
600 East Boulevard Avenue
Bismarck, North Dakota 58505
(701) 328-4712

Oregon
(*State Administrator*)
Department of Insurance and Finance
Corporate Securities Section
Labor and Industries Building
Salem, Oregon 97310
(503) 378-4387

(*Agent for Service of Process*)
Division of Finance & Corporate Securities
PO Box 14480
Salem, OR 97309
503-378-4140

Rhode Island
(*State Administrator*)
Securities Division, Dept. of Business Regulation
1511 Pontiac Avenue, Bldg. 69-1
Cranston, Rhode Island 02910
(401) 462-9582

(*Agent for Service of Process*)
Director of Rhode Island Dept. of Business Registration
Securities Division
233 Richmond Street, Suite 232
Providence, RI 02903-4232
(401) 222-3048

South Carolina
(*State Administrator*)
Secretary of State
Attn: Business Opportunities and Franchises
P.O. Box 11350
Columbia, SC 29211
(803) 734-1728

(*Agent for Service of Process*)
Secretary of State
Attn: Business Opportunities and Franchises
P.O. Box 11350
Columbia, SC 29211
(803) 734-1728

South Dakota
(*State Administrator*)
Department of Revenue & Regulation
Division of Securities
445 East Capitol Avenue
Pierre, South Dakota 57501
(605) 773-4823

(*Agent for Service of Process*)
Director of South Dakota Securities
445 Capitol Avenue
Pierre, SD 57501
(605) 773-4823

Texas
(*State Administrator*)
Department of Corporations, Secretary of State
Franchise and Business Opportunity Division
1019 Brazos
Austin, TX 78701
(512) 475-0775

(*Agent for Service of Process*)
Secretary of State
1019 Brazos
Austin, TX 78701
(512) 475-0775

Virginia
(*State Administrator*)
State Corporation Commission
Division of Securities and Retail Franchising
Tyler Building, 9th Floor
1300 East Main Street
Richmond, Virginia 23219
(804) 371-9051

(*Agent for Service of Process*)
Clerk of the State Corporation Commission
1300 East Main Street, 1st Floor
Richmond, Virginia 23219
(804) 371-9733

Washington
(*State Administrator*)
Department of Financial Institutions
Securities Division
150 Israel Road Southwest
Olympia, WA 98501
(360) 902-8762

(*Agent for Service of Process*)
Director, Department of Financial Institutions
Securities Division
150 Israel Road S.W.
Tumwater, Washington 98501
(360) 902-8760

Wisconsin
(*State Administrator*)
Division of Securities
Department of Financial Institutions
345 W. Washington Ave., 4th Floor
Madison, Wisconsin 53703
(608) 266-1064

(*Agent for Service of Process*)
Office of the Commissioner of Securities
345 West Washington Avenue
Madison, WI 53703
(608) 266-1064

EXHIBIT I
ITEM 23 – RECEIPT TO THE DISCLOSURE DOCUMENT
(Keep this copy for Your records)

This California Disclosure Document summarizes certain provisions of the Franchise Agreement and other information in plain language. Read this Disclosure Document and all agreements carefully.

If RMS Franchise Group, Inc. offers You a franchise, it must provide this Disclosure Document to You 14 calendar-days before You sign a binding agreement with, or make a payment to, the Franchisor or an affiliate in connection with the proposed franchise sale, or sooner if required by your state applicable law.

[New York and Rhode Island require that We give You this Disclosure Document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the Franchise Agreement.] [Michigan, Oregon, and Washington require that We give You this Disclosure Document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.]

If We do not deliver this Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and to the applicable state agency(ies) listed in Exhibit H.

The franchise seller for this is Dara Maleki, or Mo Hayat of RMS Franchise Group, Inc., whose address is 2390 East Orangewood, Suite 550, Anaheim, CA 92806; (844) 84-PRESS, or ____
There are no sub franchisors or franchise brokers offering this franchise for Us. RMS Franchise Group, Inc. authorizes the respective state agencies identified in Exhibit H to receive service of process for it in the particular state.

The issuance date of this California Franchise Disclosure Document is May 2, 2017, the Effective Date for your state, is the date listed on the State Cover Page at the beginning of this Disclosure Document.

The undersigned, personally and/or as a duly authorized officer or a partner of the prospective Franchisee, does acknowledge receipt from RMS Franchise Group, Inc. of the Franchise Disclosure Document for prospective franchisees (to which this Receipt is attached), including the following Exhibits:

A. Financial Statements
B. Franchisee Locations
C. Confidentiality Agreement
D. Letters of Intent
E. Franchise Agreement
F. Area Development Agreement
G. State Addendums
H. State Administrators

Received Date: ______________, 201__.

____
Individually

____
Print Name

____
as an officer, member or partner of

____
name of entity
a___________________ state corporation, LLC or partnership
(circle one)

You may return the signed receipt either by signing, dating, and mailing to RMS Franchise Group, Inc. at 2390 East Orangewood, Suite 550, Anaheim, CA 92806 or by e-mailing it to franchise@thepizzapress.com

EXHIBIT I
ITEM 23 – RECEIPT TO THE DISCLOSURE DOCUMENT
(Return to Us)

This California Disclosure Document summarizes certain provisions of the Franchise Agreement and other information in plain language. Read this Disclosure Document and all agreements carefully.

If RMS Franchise Group, Inc. offers You a franchise, it must provide this Disclosure Document to You 14 calendar-days before You sign a binding agreement with, or make a payment to, the Franchisor or an affiliate in connection with the proposed franchise sale, or sooner if required by your state applicable law.

[New York and Rhode Island require that We give You this Disclosure Document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the Franchise Agreement.] [Michigan, Oregon, and Washington require that We give You this Disclosure Document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.]

If We do not deliver this Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and to the applicable state agency(ies) listed in Exhibit H.

The franchise seller for this is Dara Maleki, or Mo Hayat of RMS Franchise Group, Inc., whose address is 2390 East Orangewood, Suite 550, Anaheim, CA 92806; (844) 84-PRESS, or ____
There are no sub franchisors or franchise brokers offering this franchise for Us. RMS Franchise Group, Inc. authorizes the respective state agencies identified in Exhibit H to receive service of process for it in the particular state.

The issuance date of this California Franchise Disclosure Document is May 2, 2017, the Effective Date for your state, is the date listed on the State Cover Page at the beginning of this Disclosure Document.

The undersigned, personally and/or as a duly authorized officer or a partner of the prospective Franchisee, does acknowledge receipt from RMS Franchise Group, Inc. of the Franchise Disclosure Document for prospective franchisees (to which this Receipt is attached), including the following Exhibits:

A. Financial Statements
B. Franchisee Locations
C. Confidentiality Agreement
D. Letters of Intent
E. Franchise Agreement
F. Area Development Agreement
G. State Addendums
H. State Administrators

Received Date: ______________, 201__.

____
Individually

____
Print Name

____
as an officer, member or partner of

____
name of entity
a___________________ state corporation, LLC or partnership
(circle one)

You may return the signed receipt either by signing, dating, and mailing to RMS Franchise Group, Inc. at 2390 East Orangewood, Suite 550, Anaheim, CA 92806, or by e-mailing it to franchise@thepizzapress.com