



Westside Pizza®

It's all about the pizza!

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FRANCHISE DISCLOSURE DOCUMENT

WESTSIDE PIZZA INTERNATIONAL INC

a Washington corporation

8515 W Overland Road

Boise, ID 83709

(360) 536-1339

rodneynelson@westsidepizza.com

<http://www.westsidepizza.com>

You will operate a retail outlet specializing in carry-out, dine-in and delivery of pizza

The total investment necessary to begin operation of a Westside Pizza franchise is approximately from \$123,400 to \$319,400. This includes the \$14,000 initial franchise fee that must be paid to us or our affiliates.

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

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

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

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

Issuance Date for states not requiring franchise registration or filing: March 5, 2018

STATE COVER PAGE

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

Call the state franchise administrator listed in Exhibit D-2 for information about the franchisor, or about franchising in your state.

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

Please consider the following RISK FACTORS before you buy this franchise.

1 THE FRANCHISE AGREEMENT REQUIRES YOU TO RESOLVE DISPUTES WITH US BY ARBITRATION AND LITIGATION ONLY IN UTAH STATE. OUT-OF-STATE ARBITRATION AND LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE ARBITRATION AND LITIGATION IN UTAH THAN IN YOUR OWN STATE.

2 THE FRANCHISE AGREEMENT STATES THAT IDAHO 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 SUBJECT TO YOUR LIMITED TERRITORY RIGHTS DESCRIBED IN ITEM 12, WE AND OUR AFFILIATES MAY ESTABLISH CERTAIN FRANCHISED AND COMPANY OWNED LOCATIONS AT ANY LOCATION AND MAY ESTABLISH OTHER CHANNELS OF DISTRIBUTION, AND MAY SELL OR DISTRIBUTE ANY PRODUCT OR SERVICE, UNDER THE SAME AND/OR DIFFERENT TRADEMARK, IN COMPETITION WITH THE FRANCHISE.

4 CONTINUATION OF THE TRADE AREA FOR THE FRANCHISED BUSINESS IS DEPENDENT ON ACHIEVEMENT OF A CERTAIN SALES VOLUME.

5 YOUR SPOUSE (OR LEGAL DOMESTIC PARTNER) MUST ALSO SIGN A PERSONAL GUARANTEE MAKING YOUR SPOUSE INDIVIDUALLY LIABLE FOR YOUR FINANCIAL OBLIGATIONS UNDER THE AGREEMENT. THE GUARANTEE WILL PLACE YOUR SPOUSE'S MARITAL AND PERSONAL ASSETS AT RISK IF YOUR FRANCHISE FAILS.

6 THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

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

STATE EFFECTIVE DATES

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

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

California _____

Washington _____

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EXHIBITS

Exhibit A	Franchise Agreement, including Schedules
Exhibit B	Financial Statements for Westside Pizza International Inc
Exhibit C	Schedule of Franchisees
Exhibit D	Names and Addresses of State Regulatory Authorities and Agents for Service of Process in States
Exhibit E	State Specific Addenda
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	Receipt of Disclosure Document

Item 1

THE FRANCHISOR, AND ANY PARENTS, PREDECESSORS, AND AFFILIATES

To simplify the language in this disclosure document “WPI,” “we,” “us,” or “our” means Westside Pizza International Inc , the franchisor “You” or “your” means the person or persons, including current and future legal entities and their owners, that buy the franchise

Franchisor’s Name, Business Form, Predecessors, Parents, and Affiliates WPI is a Washington corporation formed on December 15, 2011 Jason West, opened the first Westside Pizza outlet as a sole proprietor in January 1996 Our predecessor and affiliate is Jason West Enterprises Inc d/b/a Westside Pizza (“JWE”) JWE is a Washington corporation formed on July 19, 2005, to franchise pizza restaurants under the name Westside Pizza JWE was the franchisor for those franchisees who signed Westside Pizza franchise agreements prior to December 2011 These franchise agreements have been assigned to us

Business Name, Address, Agents for Service We do business under the name of “Westside Pizza,” and under our entity name Our principal business address is 8515 W Overland Road, Boise, Idaho 83709

Our agents for service of process, and their addresses are listed in Exhibit D-1

Our predecessor and affiliate, JWE, does business under the name of “Westside Pizza,” and under its entity name JWE’s principal business address is 8515 W Overland Road, Boise, Idaho 83709

There are no other parents, predecessors or affiliates required to be disclosed in this item

Prior Business Experience of Franchisor, Predecessors and Affiliates We have offered similar franchises since January 2012 We operate businesses of the type being franchised and have since January 2012 WPI is not engaged in any other business activities JWE offered similar franchises from April 2006 through January 2012 WPI acquired JWE’s Westside Pizza franchise agreements as of December 31, 2011, and JWE no longer conducts any business activities JWE operated businesses of the type being franchise from its inception in 2005 through December 31, 2011 We have not offered franchises in other lines of business, and do not presently intend to do so Our predecessors have not offer franchises in other lines of business The business system is derived from the business experience of our officers listed in Item 2

Franchisor’s Business and Franchises to be Offered We offer a franchise to operate a retail outlet specializing in carry-out, dine-in and delivery of pizza You will sell pizza, chicken wings, pasta, salad, breadsticks, beverages and other similar items to retail customers You will operate your franchised business under a license to use our business system, know-how, and trademarks You are required to purchase specific materials, supplies and equipment and to strictly follow our standards, methods, policies and procedures in the operation of your franchise business, which are more particularly described in our franchise agreement attached as Exhibit “A” to this disclosure document

General Description of Market and Competition The market for your products or services is competitive and well established. You will compete with national and local businesses offering similar products and services. Your competition will include any pizza delivery, pizza dine-in or carry-out and bake pizzeria in your delivery area, including grocery stores, as well as other restaurants and food service providers. There are no guarantees of your success as there exist both typical and special business risk factors, including changing market conditions, competition, cost of supplies, equipment, real estate and improvements, capital and labor, your own health and continuity of your management, continuation of sources of supply, quality and availability of labor, availability of financing, recession or depression locally, nationally, or internationally, wars, strikes, emergencies, natural and manmade disasters, litigation, and liability and casualty losses.

Other risks could have an adverse effect on your business. These include industry developments, such as pricing policies of competitors, and supply and demand. Another risk factor is our dependence on our key personnel, the loss of whom could have an adverse effect on us. Our ability to fulfill our obligations under the franchise agreement depends in part upon our present and future financial condition. Litigation risks also may exist, including future litigation that may not be foreseeable.

Laws and Regulations The business of operating a Westside Pizza franchise is subject to all of the laws, codes, ordinances and regulations ("laws") normally applicable to retail businesses. These include federal, state, and in most instances, city, county, parish, borough, municipality or other local laws.

Some jurisdictions have special industry laws and licensing and certification requirements with which you may have to comply. For example, permits needed to operate may include health department food handlers permits, building and zoning inspection and permits both before and after installation, fire inspection and permits, and environmental inspection and permits. Utilities involved in the building and installation process include exhaust stack in ceiling, ventilation, power, sewage and water. Your restaurant may be subject to state and local food and health permits and inspection laws. Health laws are intended in part to reduce food borne illnesses and may cover such issues as requiring employees to take a test and obtain a license as a food service worker, having accessible sinks, bathrooms for certain size establishments, inspections for cleanliness and compliance, equipment cleaning, storage and packaging, size of facilities, allowed foods, refrigeration, etc. Regulations may govern the storage, handling and serving of food. There may be laws restricting smoking, requiring certain public accommodations including restrooms, governing employee health and safety, setting standards and requirements for fire safety and general emergency preparedness, governing vending machines, regulating the proper use, storage and disposal of waste, and governing insecticides and other hazardous materials.

To operate the restaurant, you may need to obtain a beer or liquor license. You will be responsible for obtaining all necessary licenses and permits, and you have to know the laws and regulations governing the sale of these items including minimum age restrictions for purchasers and employees who sell these products, special training requirements, and regulation on the hours of sales for these products. You may be required to obtain additional insurance coverage, which may increase your premium payments, if you choose to serve alcohol in your restaurant. State and local laws, regulations and ordinances vary significantly in the procedures, difficulty and cost

associated with obtaining such licenses, and the potential liability imposed involving injuries, directly and indirectly, related to the sale of alcohol. If your location sells cigarette and tobacco related products, you will be subject to additional laws. You may be required to comply with dram shop laws and truth in menu labeling laws.

The United States Department of Agriculture and the Food and Drug Administration also regulate the manufacture, labeling and distribution of food products. A few examples of other federal laws affecting many businesses generally are wage and hour, occupational health and safety, equal employment opportunity, taxes, hazardous materials communication to employees, hazardous waste and environmental, and the Americans with Disabilities Act. State and federal privacy laws may require covered companies to maintain or completely destroy documents containing certain personal information.

State and local laws may cover the same topics as federal laws. A few examples of other state laws affecting many businesses generally include environmental, occupational health and safety, fire, taxes, health, and building, design, maintenance and construction laws. Local laws may cover the same topics as federal and state laws. A few examples of other local laws affecting many businesses include health and sanitation, building and zoning, fire safety, other business permits and licenses, and waste disposal. You must investigate local zoning rules because they may limit where you can locate your franchise business and may affect the design features including the building façade and signs. You should be aware of federal, state, and local environmental laws about the disposal of waste materials and packaging. You may be required by local law to participate in a recycling program, which may require that you register and make ongoing fee payments. The details of state, county and local laws and regulations vary from place to place. You must research these matters. Please be aware that the changes in these laws may increase the cost to operate your business. You are solely responsible to determine what local or state regulations, permits and licenses you will need to comply with and/or obtain to conduct the franchise business in a particular state, city or town.

The foregoing are examples of some, but not all of the laws that may be applicable to the franchised business described in this disclosure document. The franchise agreement places the responsibility for complying with all applicable laws and regulations, including labor and employment laws, upon you, the franchisee. You should research all of these requirements before you invest, and should consult with your own legal counsel.

Item 2 **BUSINESS EXPERIENCE**

President and Franchisee Recruitment and Relations Manager

Rodney Nelson

Rodney has been our President since February 2017, prior to that he was our Vice President and a Franchisee Recruitment and Relations Manager since our inception in December 2011. He was a co-owner of the Westside Pizza outlet in Colfax, Washington from June 2007 to December 31, 2011, and the co-owner of the Westside Pizza outlet in Chelan, Washington from July 2008 through January 31, 2017.

Secretary and Training Manager

Aaron Olson

Aaron has been our Secretary and an Operations Manager since our inception in December 2011. He has been a co-owner of the Westside Pizza outlet in Colfax, Washington from June 2007 to December 31, 2011, and the co-owner of the Westside Pizza outlet in Chelan, Washington from July 2008 through January 31, 2017.

Item 3
LITIGATION

State of Washington On June 19, 2012, Jason West and JWE entered into Consent Order S-12-0956-12-CO01 with the State of Washington, Department of Financial Institutions, Securities Division (the "Division"). The Division alleged that JWE offered and sold Westside Pizza franchises after its Washington franchise registration expired in April 2007 and without providing its purchasers with a disclosure document. JWE and Jason West, without admitting or denying the Division's findings of fact or conclusions of law, agreed in the Consent Order to cease and desist from the offer or sale of franchises in violation of the Franchise Investment Protection Act of the state of Washington, to reimburse the Division \$2,000 for its costs of investigation of the matter, and to waive their rights to a hearing and judicial review of this matter.

Other than the action listed above, 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

Initial Fee You must pay us a lump sum payment when you sign the franchise agreement of \$14,000. For veterans of the United States military, we will discount the initial fee by 25%. For existing franchisees that purchase a second or subsequent franchise, we will discount the initial fee to 50% of the then-current fee charged to new franchisees. If you have managed a Westside Pizza outlet for a minimum of one year when you purchase your first franchise, we will discount the initial fee to \$12,000.

Refundability and Financing (See Item 10 Below) The initial franchise fee is not refundable. However, if you fail to open your pizzeria within 12 months after execution of the franchise agreement, or you fail to complete or achieve a passing grade in our customary training course by the earlier of (a) three months prior to the opening of the Pizzeria or (b) 180 days after the date a final location of the Pizzeria is obtained, we may, at our option, terminate the franchise agreement and refund the initial franchise fee less our expenses, as determined in our sole discretion.

Variability Except as may be stated in this Item 5, the initial franchise fee is uniform for all franchisees. Certain pilot franchises of our predecessor did not pay an initial franchise fee.

Item 6
OTHER FEES

Name of Fee	Amount	Due Date	Remarks
Royalty	4% of Gross Sales	Weekly by ACH payment	See Note 1
Additional Training	\$60 per hour	Before training	Payable if training is needed after initial training
Franchisee Local Advertising	The lesser of 2% of Gross Sales each full calendar quarter, or \$36,000 per each full calendar year The total of the Franchisee Local Marketing and the Marketing Fund Fee will not exceed 2% of Gross Sales	Quarterly	Payable to local advertising vendors
Advertising Fund Fee	Up to 1% of Gross Sales, or such lesser amount as we specify	At the same time and manner as the Royalty	See Note 1
Late Payment Fee	Currently the fees are \$50 per day for each late payment and \$50 per day for each late report, plus a fee of 1% of gross sales for the most recent full month	Upon due date of fees	See Note 2
Audit Fees	Cost of Audit	Upon billing after audit	Payable only if you fail to report or the audit shows an understatement of at least 2%
Transfer fees	\$4,500	Before occurrence of transfer	Payable when you sell your franchise or offer securities
Renewal Fee	\$1,000	Before expiration of current franchise agreement	A condition of renewal

Name of Fee	Amount	Due Date	Remarks
Relocation Fee	\$4,000	Upon approval by us of the relocation of your retail outlet	A condition of relocation
Liquidated Damages For Your Early Termination	Varies	Upon your termination of the franchise agreement	See Note 3
Failure to Make Premises Available Post-Termination Liquidated Damages	\$2,500	As incurred	See Note 4

Except as stated above, you pay all fees to us. All fees are non-refundable and all fees are uniformly imposed on all franchisees. Certain pilot franchises of our predecessor pay a reduced royalty.

Note 1 Gross Sales is defined in the franchise agreement as “the total gross receipts from all sales by the Pizzeria, including all pizza and other food, beverages, coin operated games, juke boxes, and vending machines, and other products or services sold at the Pizzeria, and off-site sales of Pizzeria products including delivery, tips and gratuities, without reserve or deduction for inability or failure to collect, but exclusive of sales and equivalent taxes collected from customers and paid to the government.” You will reimburse us for any gross receipts, sales, use, withholding, or other tax assessed on amounts payable by you to us, by state or local governments.

The royalty begins the first day that you begin business and continues throughout the duration of the franchise. The royalty is currently payable weekly by ACH payment, but we can change the time and the manner of payment. We may automatically access your ACH account for any payment due to us, including post-termination fees. You cannot close or terminate any EFT account without receiving our prior written consent.

Certain franchisees with older franchise agreements may pay a different royalty rate, including on any subsequent franchises purchased.

Note 2 The late payment fee is charged for any payment not received by the Friday of each week for the prior week’s royalties. At our option we may also charge 1% of Gross Sales for the most recent full month for non-compliance. We will not charge beyond any legal maximum.

Note 3 If the franchise agreement is terminated other than for non-renewal or mutual termination, in addition to other remedies available, we will be entitled to liquidated damages. Liquidated damages will be equal to the higher of \$50,000 or the total expected royalty payments to be made over the then-remaining term of the franchise agreement multiplied by sixty percent (60%) of your highest monthly royalty payments made prior to default. For example, if the highest royalties paid in a month during the term of your franchise agreement were three thousand dollars (\$3,000) and there were thirty-six (36) months remaining on the term of the franchise agreement, our liquidated damages would be \$64,800 ($\$3,000 \times 60\% \times 36 = \$64,800$).

Note 4 If upon termination or expiration of your franchise agreement, we elect to operate the franchise business in the same location, you are required to make the premises location accessible and available to us. If you fail to do so, you will be required to pay to us a fee of \$2,500

Item 7
ESTIMATED INITIAL INVESTMENT
YOUR ESTIMATED INITIAL INVESTMENT

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is to be Made
Initial Franchise Fee	Approx \$7,000 to \$14,000 (Note 1)	Lump sum	On signing Franchise Agreement	Us
Real Estate, Leasehold Improvements, Fixtures	Approx \$35,000 to \$160,000 (Note 2)	As incurred	As requested by contractors	Contractor, Architects, Suppliers
Equipment and Small Wares	Approx \$47,000 to \$93,000 (Note 3)	As incurred	Before opening	Suppliers
Initial Inventory and Supplies	Approx \$7,000 to \$12,000 (Note 4)	As incurred	Before opening	Suppliers
Travel and Living Expenses during Training	Approx \$1,000 to \$3,000	As incurred	As incurred	Third parties
Prepaid Expenses, including Permits, Deposits & Licenses	Approx \$2,000 to \$3,000	As incurred	Before opening	Government Agencies and other Third parties
Pre-Paid Insurance	Approx \$400	As incurred	Before opening	Third parties
Advertising and Marketing	Approx \$8,000 (Note 5)	As incurred	Before opening	Third parties
Signage and Decor	Approx \$3,500 to \$10,000	As incurred	Before opening	Third parties
Printing	Approx \$2,500 to \$6,000	As incurred	Before opening	Third parties
Additional Funds and Miscellaneous	\$10,000 (Note 6)	As incurred	Expended over approximately the first three	Employees, professionals, utilities, suppliers, etc

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is to be Made
			months of operation	
TOTAL	Approx \$123,400 to \$319,400			

NO FEES ARE REFUNDABLE EXCEPT AS DESCRIBED IN ITEM 5, AND ALL MUST BE PAID IN A LUMP SUM AS INCURRED AND WILL NOT BE FINANCED, UNLESS OTHERWISE STATED

- (1) The initial franchise fee is \$14,000 for one franchise. For veterans of the United States military, we will discount the initial fee by 25%. For existing franchisees that purchase a second or subsequent franchise, we will discount the initial fee to 50% of the then current fee charged to new franchisees. If you have managed a Westside Pizza outlet for a minimum of one year when you purchase your first franchise, we will discount the initial fee to \$12,000.
- (2) You may choose to spend more for leasehold improvements, but this is not normally recommended. These sums do not include any sums for purchase of real property, as it is not anticipated that you will purchase real property. Typical lease locations are on busy streets and have approximately 2,700 square feet of space. This estimate includes a deposit for first and last month's rent. We have not included amounts for ongoing lease commitments except these amounts.
- (3) This category includes ovens, mixer, pizza make table, tables, chairs, dish washer, coolers, freezer, sinks, shelving, small wares, oven hood system, slice warmers, security system, and the point of sale, information processing and communications systems described in Item 11.
- (4) The inventory category includes pizza ingredients, beverages, packaging, cleaning supplies and paper products.
- (5) Most advertising and marketing expenses are incurred after opening. We use a "soft opening" approach which means we do not advertise until you and the staff are prepared for the generated business.
- (6) This estimates your other initial three months start-up expenses, less income earned, not including any salary or other payments to the franchisee owner, nor any finance costs or debt service. These figures are just estimates and we cannot guarantee that you will not have higher costs, or that you will ever achieve profitability. If you are not profitable or have low net cash flow (for example, because of low sales, high costs, or high debt service), you will need more additional funds. We have relied upon the experience of our principals and franchisees to compile these estimates.

These amounts are estimates only for the development of one franchise unit, and specific amounts will vary depending upon local market conditions, which are outside our control, and upon your choice of suppliers and locations. Competitive conditions described in Item 1 above also affect these costs. We cannot guarantee that your costs will not be higher or that you will not have additional expenses starting your franchise business. You should review the figures carefully with a business advisor before making any decision to purchase the franchise.

We occasionally may sell an operating company-owned business, and when doing so, we may charge for goodwill, other intangibles, and other items that add value to an existing ongoing business. Franchisees may also sell their existing businesses. These amounts are not included in this disclosure document as they vary, are specific to any operating unit to be sold, and are difficult to predict.

We do not offer direct or indirect financing to you for any item.

Except as noted, none of these payments are refundable by us.

Item 8

RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Required Purchases or Leases of Goods, Services, Supplies, Fixtures, Equipment, Inventory, Computer Software or Hardware and Real Property and Other Items

You must purchase your main food supplies, including pizza ingredients, from distributors we designate. We specify one designated contractor for interior design layout. All large equipment must be purchased from our designated supplier unless written approval is obtained from us. Currently you must sell our specified vendor's beverage products in your pizzeria, but we can change our designated vendors at our discretion. You must also purchase our designated Computer Systems (defined in Item 11) to be used in your pizzeria, including point-of-sale software from our designated supplier. You must also use our designated supplier, for credit card processing and gift cards. You must use our designated vendor's payroll services. We currently specify a type of security camera and a designated vendor for portioning. We and our affiliates are not a designated or approved supplier of any products for your franchise. None of our officers, owners or managers owns an interest in any designated suppliers.

You may purchase all equipment, fixtures, produce and other supplies from suppliers of your choice as long as they meet our standards.

We do not require you to do business with us or purchase supplies from us or from any designated source other than as we describe above.

Insurance You must procure and maintain, at a minimum, the insurance coverage and limits that we specify, including (i) property insurance on a replacement cost of the restaurant and all assets of the business, based at a minimum limit based on the total value of Franchisee's assets (including fire, extended coverage, vandalism and malicious mischief), (ii) commercial general liability insurance, including contractual liability, food products-completed operations, personal

and advertising injury, employment practices (including unfair labor practices and joint employer coverage), data breach, privacy breach, and cybercrime, and liquor liability, with minimum limits of liability for each type of insurance of \$1,000,000 each occurrence, \$2,000,000 general aggregate, (iii) workers' compensation insurance (in your name) and other insurance as required by applicable law, (iv) business interruption insurance of at least \$1,000 per day, (v) employment practices liability insurance of at least \$1,000,000, and (vi) umbrella policy for excess coverage on the policies described above up to \$3,000,000 of coverage. You must also procure and maintain automobile liability insurance including contractual liability coverage, liability coverage for vehicles owned, hired or borrowed by you ("owned auto" and "hired auto" coverage, respectively), and liability coverage for vehicles owned by others ("non-owned auto" coverage), with limits of not less than \$1,000,000 per occurrence of bodily injury and property damage combined, together with an umbrella liability policy with minimum limits of \$3,000,000, and together with any other or increased amounts of insurance which we may periodically require. These policies must name us as additional named insured. You must provide us with certificates of insurance evidencing the required coverage, and must provide us with full and complete copies of any insurance policies that we request. All insurance policies must be issued by an insurance company licensed to do business in the state where the Pizzeria is located and must be rated A or better by A M Best & Company, Inc. or approved in writing by us in our sole discretion. The insurance company must agree by endorsement or separate written document to give us at least 30 days prior written notice of termination, expiration, cancellation, modification or reduction in coverage limits of any such policy. If you fail to acquire and maintain in effect any of the insurance required, or to provide us with satisfactory proof of insurance, we may, in our discretion, obtain insurance coverage on your behalf and you must promptly reimburse us for such costs. We may change these insurance requirements, upon reasonable notice to you, to conform to prudent business practices.

Computer / Point of Sale Systems You must purchase or lease a point of sale ("POS") system and a computer system from a designated supplier (see Item 11 for more details). Annual updates and upgrades to the POS systems may range from \$500 per year (in the case of a minor update) to approximately \$1,500 (in the case of a major upgrade).

How We Issue Supplier Approvals We base our specifications and product and supplier approvals on our discretionary determination of quality, value and appearance. There are no written criteria for supplier approval. We must approve all of your supply sources in writing before their use. We may require suppliers to provide certain information, sign a non-disclosure agreement, guarantee our level of quality, and produce sufficient samples to allow us to test the sample at your expense. If you request us to approve a new supplier, there is no fee for supplier approval unless we require third-party testing, in which case you will pay the actual cost of the tests. We may issue specifications in Manuals or directives, in writing or electronically, and we may modify them at any time. We will respond to a written request to approve a supplier within a reasonable time, normally 30 days of its receipt. We may revoke our approval of a supplier, in our sole discretion, at any time, such revocation of approval is effective 30 days after you have received written notice.

Our Specifications and Standards To maintain uniform standards of quality, appearance, and marketing, it is essential that you conform to our standards and specifications. Our specifications are in our Manual. Therefore, you must conform all of your leases, fixtures, goods,

services, inventory, equipment, Computer Systems, advertising, marketing, trademark usage, trade dress, suppliers, and materials required for the operation of the franchised business, to our standards and specifications. We expect that changes to technology, laws and markets will result in changes that we will make to our standards and specifications, and to our franchise system. All such modifications become our property.

You are solely responsible for monitoring and enforcing our system standards within your business, including all communications with your employees and agents. If we provide you forms or practices, you are solely responsible for ensuring that your forms and practices comply with local laws or other laws applicable to your business. Any changes made by you to the system must be pre-approved by us in writing, and will generally only be approved to the extent necessary to comply with applicable law. You will notify your employees in writing that you are their employer, and that we are not their employer or a joint employer, and will provide us with a signed acknowledgement in a form that we approve from each employee before that employee starts to work for you.

We may offer or designate others to offer certain supplies or services, and our affiliates or we may become approved suppliers or the only approved supplier(s) for other goods and services.

Payments to Us and Affiliates from Suppliers and from Sales to You

A Payments to Us or Affiliates from Suppliers Our suppliers will make payments to us based on purchases made by our franchisees. These payments may be in the form of commissions, promotional fees, advertising allowances, rebates, our annual convention promotions, or other payments. The total amount of such payments is described in Subsection C below. We currently receive a \$0.10 per pound rebate from our supplier for certain meats purchased by our franchised locations. We receive a 2% rebate from our approved food vendor for qualifying purchases made by our franchisees. We are a member of a purchasing group called Axis Purchasing, and receive an average of \$2,600 per month in rebates. We receive from our designated flour supplier a \$1.00 rebate per bag of flour purchased. We receive from our designated beverage supplier a rebate of \$0.25 per case of 2-liter bottles purchased, and \$1.00 per gallon of fountain drink mix purchased.

B Revenue from Sales by Us or Affiliates to You We and our affiliates do not currently but may in the future derive revenue, profit, or markups from sales or leases to you for goods or services that we or our affiliates supply. The amount of revenue, if any, will be described in the next section.

C Amounts of These Payments from Suppliers and from Sales to You In our fiscal year ended December 31, 2017, we had revenue of \$1,106,519. The total amount of payments received by us or our affiliates from suppliers was \$152,024, which is approximately 13.7% of our total revenue for that year. During the fiscal year ending December 31, 2017, we received no revenues from the sale or lease of products and services to franchisees.

Extent of Required Purchases Compared to Your Total We estimate that your initial expenditures from us or our affiliates, or those we specify or approve, will be 70-90% of your total initial purchases. During the operation of the franchised business, required purchases or leases from us or our affiliates, or that we specify or approve are estimated to total 20-60% of your annual operating expenses.

Cooperatives and Associations At this time there are no franchise purchasing or distribution cooperatives.

Negotiated Prices We price compare with vendors and attempt to negotiate purchase arrangements with suppliers for the benefit of franchisees.

Material Benefits We do not provide material benefits to you based solely on your use of designated or approved sources, other than that you will not be in default, will be able to renew or transfer, and will have the intangible benefit of uniform quality standards.

Item 9 **FRANCHISEE'S OBLIGATIONS**

This table lists your principal obligations under the franchise and other agreements. It will help you find more detailed information about your obligations in these agreements and in other items of this disclosure document. References are to the Franchise Agreement unless otherwise specified.

	Obligation	Section in Franchise or Other Agreement	Disclosure Document Item
a	Site selection and acquisition/lease	Sections 2, 8(a) and 9(b) of franchise agreement	Items 5, 7, 8, 11 and 12
b	Pre-opening purchases/leases	Section 9(b) of franchise agreement	Items 5, 6, 7, 8 and 11
c	Site development and other pre-opening requirements	Sections 9(a) – 9(f) of franchise agreement	Items 5, 6, 7, 8 and 11
d	Initial and ongoing training	Section 8(b) of franchise agreement	Item 11
e	Opening	Section 9(a) of franchise agreement	Item 11
f	Fees	Section 7 of franchise agreement	Items 5, 6 and 7
g	Compliance with standards and policies/Manual	Sections 4(a)(v-vi), 9(c) – 9(f), 9(i) and 9(k), of franchise agreement	Items 8, 11 and 16
h	Trademarks and proprietary information	Section 9(g), 9(q), and 9(w) of franchise agreement	Items 13 and 14
i	Restrictions on products/services offered	Sections 8, 9(f) and 9(h) of franchise agreement	Items 8 and 16

	Obligation	Section in Franchise or Other Agreement	Disclosure Document Item
j	Warranty and customer service requirements	Section 9(x) of franchise agreement	Item 16
k	Territorial development and sales quotas	Not applicable	Item 12
l	Ongoing product/service purchases	Sections 9(b), 9(f) and 9(i) of franchise agreement	Item 8
m	Maintenance, appearance and remodeling requirements	Sections 9(b), 9(c), 9(d), 9(e), 9(k), of franchise agreement	Item 11
n	Insurance	Sections, 4(b), 9(t) of franchise agreement	Item 6
o	Advertising	Section 8(h) of franchise agreement	Items 6, 7 and 11
p	Indemnification	Sections 4(b), 9(v) and 17(d) of franchise agreement	Item 6
q	Owner's participation/management/staffing	Section 9(i) and 13(b) of franchise agreement	Items 11 and 15
r	Records and reports	Sections 4(d) and 9(o) of franchise agreement	Item 6
s	Inspections and audits	Sections 9(o) and 9(s) of franchise agreement	Items 6 and 11
t	Transfer	Sections 11 and 12 of franchise agreement	Item 17
u	Renewal	Section 6 of franchise agreement	Item 17
v	Post-termination obligations	Section 15 of franchise agreement	Item 17
w	Non-competition covenants	Section 10 of franchise agreement	Item 17
x	Dispute resolution	Not applicable	Item 17
y	Other Guarantee of franchisee obligations	Section 9(j) of the franchise agreement	Item 15

Item 10
FINANCING

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

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

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

Our Obligations Before You Open Before you open your business, we will

- 1) Designate your Trade Area, if applicable (Section 3 and Schedule 1, Franchise Agreement)
- 2) Assist you in locating a site for your franchised business. Our assistance in locating a site is not a guarantee or a warranty of the potential success of a location. We do not own properties that we lease to you. Other than providing you with the general specifications, we do not assist you with the construction, remodeling or decorating of the premises (Section 8(a), Franchise Agreement)
- 3) Provide written specifications for store construction or remodeling and for all required equipment, inventory and supplies (Sections 8(d) and 8(e), Franchise Agreement)
- 4) Consult with you regarding your floor plan, equipment purchases, acquiring licenses and permits, and other development issues you may encounter in building out your pizzeria (Section 8(f)(1), Franchise Agreement)
- 5) Train your operating principal and manager in our training program described in detail below (Section 8(b), Franchise Agreement)
- 6) Be present at your franchised site for a minimum of seven days to provide you with pre-opening and opening assistance (Section 8(b), Franchise Agreement). For franchisees that open two or more stores, we will provide a minimum of three days for the second and any subsequent stores.
- 7) Lend you a copy of the confidential Manual, in one or more volumes, or in electronic media, or on an Intranet or password protected portion of the Internet, and which may be amended, supplemented, or replaced at any time, which will assist you in developing and using the franchise system (Section 8(c), Franchise Agreement). This Manual is confidential and remains our property, and we may modify it at any time. The Manual may be used by you only in association with your Westside Pizza® franchise business and only during the term of the franchise agreement. The table of contents of the Manual with the number of pages for each section as of our latest fiscal year-end (unless another date is stated) is attached as Exhibit G. Our Manual is approximately 160 pages.

Methods Used to Select the Location While we assist in site location, we do not select the location of the franchised business. It is your responsibility to do so. However, you must obtain our approval of the location. We will base our approval on factors such as cost, distance between locations, demographics of the surrounding area such as population, population density, deliverable population, mean income and age distribution, competition, traffic patterns, accessibility, and similar factors which we analyze based on our experience and our own subjective judgment. We cannot predict, represent, or warrant success, suitability, or income levels for any location.

You must notify us when your restaurant is ready to open and specify an opening date no earlier than 14 days or later than 21 days after the notice is given. We will promptly inspect the restaurant at a time mutually agreed and give you notice of any defects, or that it complies with

our specifications and requirements. You are required to remedy any defects within 14 days after receiving notice from us. Within seven days after written acknowledgment from us that your restaurant complies, you must begin operation of the restaurant. Our approval will normally take no more than 20 days. If you and we cannot agree on a site, we may terminate the franchise agreement, and may refund your franchise fee, less our costs, as determined by us in our sole discretion (Section 9(a), Franchise Agreement).

Length of Time between Signing of Franchise Agreement and Opening The typical length of time between the signing of the franchise agreement or the first payment of any consideration for the franchise, and the opening of the franchised business is approximately three to four months. The factors that affect this length of time are the time it takes to mutually schedule and satisfactorily train you before the opening of business, and the length of time of your pre-opening preparations. You must open within twelve months after signing the franchise agreement (Sections 5(b), 9(a), and 14(c)(11) Franchise Agreement).

Our Obligations During Your Operation of the Franchised Business After you open your business, we will, at no additional charge, except as described in Item 6 or below:

1) For the first 90 days after opening, we will be in contact with you by telephone to discuss your operational issues (Section 8(f)(1), Franchise Agreement).

2) Advise you regarding operating problems disclosed on reports or in inspections (Section 8(f)(11), Franchise Agreement).

3) Continue efforts to develop the methods of operation, and lend you any amendments, supplements or replacements to the confidential Manual and any amendments. We will notify you if there are any changes made to policies or procedures so that you can comply (Section 8(c), Franchise Agreement).

4) Review and approve advertising submitted to us by you (Section 8(h), Franchise Agreement).

5) Provide supplemental training for you and your management employees, at your cost (Section 8(b), Franchise Agreement).

6) Attempt to negotiate with suppliers for all operating consumables in the franchised business (Section 8(e), Franchise Agreement).

7) We do not assist you with the training, hiring, managing or firing of your employees. You are solely responsible for the hiring, management, supervision and oversight of your employees, and for the terms and conditions of their employment and compensation (Section 9(z), Franchise Agreement).

After you open your business, we may:

8) We may, to the degree permitted by law, suggest retail prices, specify maximum and minimum pricing above and below which you will not provide any goods or

services and you will honor all coupon, price reductions and other programs established by us (Section 9(aa), Franchise Agreement)

9) At our discretion, make periodic inspections of your franchise business for compliance, consultation, assistance, and guidance in all aspects of the operation and management of the franchise business. We may provide written reports of any suggested changes or improvements for the operation or management and detail any defaults in operations which become evident as a result of an evaluation and inspection. Additional guidance, at our sole discretion, will be furnished in the form of our Manual, bulletins or other written materials, telephone consultations, email and/or consultations at our offices or at your franchise business in combination with an inspection of your franchise business (Section 9(s), Franchise Agreement). We will have the right to communicate directly with your manager or assistant manager concerning all matters of an operational nature. Upon our request, at all reasonable times, you will provide to us (electronically or CD at our election) a video and/or digital images of the interior and exterior of your franchise business as set forth in the manuals (Section 9(s), Franchise Agreement).

10) Provide you with such continuing assistance in the operation of the franchise business as we deem advisable (Section 8(f)(i), Franchise Agreement).

11) You must participate in and cooperate with multi-area marketing programs including Internet, yellow pages, directory, affinity, gift card and loyalty, contests and awards that we may develop in the future.

Advertising and Marketing Fund Fee You must pay to us a monthly, non-refundable, assessment of up to 1% of your Gross Sales, or such lesser amount that we specify (the "Marketing Fund Fee") for the development of public relations and recognition of Westside Pizza franchise system and the development of marketing, advertising and public relations programs and materials. You pay the Marketing Fund Fee separately from the royalty fee, at the same time and manner as the royalty fee. We have not and do not intend to use the Marketing Fund Fees for the promotion or solicitation of franchise sales. We do not receive payments directly from Marketing Fund Fees, except the administrative fee described in the next paragraph (Section 7(f), Franchise Agreement). However, we may determine to use the Marketing Fund Fees to offset a portion of direct costs to manage and maintain the fund, including the payment of staff salaries and other expenses for those employees who may be involved in marketing fund activities.

Each franchise owned and company-owned store will contribute Marketing Fund Fees at a rate of up to 1% of Gross Sales, or such lesser amount that we specify, monthly. We will maintain all sums you pay as Marketing Fund Fees in an account separate from our general account. We manage the Marketing Fund Fees and have absolute discretion in administering the Marketing Fund Fees, including allocation of the funds, methods of payment, and reimbursement of expenses and advances we pay for the Marketing Fund Fees. The media of our advertising and promotion may be print, mail, phone, radio, TV, Internet or other media and marketing formats as developed over time and as funds permit, and coverage may be local, regional or international. We make expenditures in our sole discretion, and make no representations that we will make any particular level of expenditure for particular programs or to benefit particular franchise owners or franchised locations. We do not provide a periodic accounting of how we spend the advertising fees, but we will provide a summary breakdown for you upon request, which we will make available to you.

typically within 30 days of your written request to us. At the end of the year, we will carry over to the following year any Marketing Fund Fees we have not spent and will use these monies for advertising and marketing.

In our last fiscal year ended December 31, 2017 no Marketing Fund Fees were collected or expended.

There is no advertising council or cooperative yet formed to advise us on advertising policies. If one is formed, we will have the power to select and approve the members and to form, change, dissolve or merge the advertising council.

Franchisee's Minimum Advertising or Promotion We require you to spend a minimum amount of your franchised store's Gross Sales each quarter on local advertising. You must spend the lesser of 2% of Gross Sales each full calendar quarter, or \$36,000 per each full calendar year. The total of the Franchisee Local Marketing and the Marketing Fund Fee will not exceed 2% of Gross Sales (Sections 7(e) and (f), Franchise Agreement).

You are required to report your quarterly advertising expenditures to us by the 30th day of each succeeding quarter, on forms to be determined by us (Section 9(m), Franchise Agreement).

Internet You may not create a website or social networking site or engage in marketing on the Internet, including posting for re-sell, items on third party re-sell or auction style websites such as, eBay®, Craigslist or Amazon.com, without our prior written permission. If you receive permission for your own website or social networking site from us, all content placed on the site must be pre-approved by us, in writing, and you may be required to use our website designer to create the site for a fee (see Item 6). You may be allowed to place pre-approved information concerning your franchise business on our website and social networking sites such as Facebook, as developed by us. You are required to provide us all usernames, passwords and account information and any other information related to any of your websites and social media and social network site accounts, or provide us with administrator access, immediately upon our request. You may not claim any web listing on sites such as Yelp or Yellowpages.com. You must strictly comply with the policies and procedures established by us regarding websites, social networking sites, and Internet marketing. Failure to strictly follow our policies and procedures is grounds for termination of the franchise agreement. (Section 9(bb), Franchise Agreement).

Our Approval You must obtain our approval for any marketing or use of our trademarks in any media (including Internet or electronic media) without our prior review and written approval, except when using materials approved by us. Our approval will normally take 7 days. You must make reasonable efforts to participate in and cooperate with all advertising and marketing programs selected by us, (including Internet or electronic media). All expenses of this independent advertising will be yours. You must follow our trademark and copyright usage directions. We control all Internet access, marketing, and usage, and you may not advertise on the Internet without our prior consent (Sections 4(a)(vi) and 8(h), Franchise Agreement).

Computer Systems As used in this disclosure document, the term "Computer Systems" means information processing and communications systems, computers, mobile smart devices,

smart processors in hardware including point of sale devices, software and related hardware including credit, debit and gift card processing systems and online ordering systems, accounting systems, and systems to access the Internet

As used in the disclosure document, the term “Internet” means any present or future interactive system for electronic communications, using lines, cables, wireless, satellite, radio or any other technology, and which involves one or more of the following the system of interconnected computer networks that use the internet protocol suite (TCP/IP) or its successor, websites or similar remotely-accessible electronic information sources (whether password protected or not), use of domain names, other locators, or emails that use our trademarks, internet phone services, cellular or similar messaging, mobile applications, social networks or social media, or wikis, podcasts, online content sharing communities, or blogging

You must acquire, maintain, and upgrade Computer Systems all as we specify The initial cost for these purchases is approximately \$15,000 In addition, we require you to obtain an Internet Service Provider (ISP) The fee for an ISP is typically between \$20-\$100 per month

You must maintain, upgrade and update the Computer Systems during the term of the franchise agreement, as we periodically determine, at your expense There are no limits on the cost or frequency of your obligation to do so This estimated ongoing cost is \$2,640 per year We may in the future require you to obtain additional Computer Systems We have no way of predicting or estimating what the costs for these Computer Systems might be until we determine the actual Computer Systems We are not required to maintain, repair, update and/or upgrade your Computer Systems

The Computer Systems will be used to report to and communicate with us, for processing orders from customers, tracking sales, for your accounting, and for other tasks that we may designate We may have independent access to the information required in our reports, without limitation You must transmit information to us daily or at other intervals that we specify in the form and manner that we specify

Computer Systems are vulnerable in varying degrees to computer viruses, bugs, worms, spy-ware, power disruptions, communication line disruptions, Internet access failures, Internet content failures, hardware and software failures, and attacks by hackers and other unauthorized intruders and other disruptions It is your responsibility to protect yourself from these problems This may include taking reasonable steps to secure your Computer Systems and other systems (such as using and continually updating firewalls, password protection, and anti-virus systems), to use backup systems, and to comply with privacy and data security laws (Section 9(d), Franchise Agreement)

At your cost and expense, you must investigate and ensure that you comply with all payment card industry (“PCI”) and data security standard (“DSS”) standards, regulations, and requirements, however, we reserve the right to approve of the vendor you use for compliance You must meet the requirements of, and comply with enhancements and changes to, the PCI and DSS and maintain PCI compliance with the current version of the PCI and DSS We reserve the right to require an audit (and to designate the auditor) to verify compliance You must reimburse us for

the audit if you are not in compliance. You are responsible to use all required tools, systems, and vendors to complete ongoing PCI requirements including quarterly external security scans and annual self-assessment questionnaires. You are solely responsible for all costs relating to PCI compliance and data security issues, such as security threats, breaches, and malware. It is your responsibility to alert us, not later than 24-hours following a suspected or confirmed data security breach, so that appropriate action can be taken to protect customer data and notify relevant parties. You are not permitted to collect, store, transfer, etc. any unnecessary customer information (Section 9(d)(1), Franchise Agreement).

Training Program

(1) Initial Training The initial mandatory training program will take place at our Boise, Idaho store, or at another location that we choose. The duration is normally seven to ten days over a seven to twelve day period. In addition, we will spend seven days at your franchised location to assist you in preparing for and opening your franchised location. The initial training will be without charge for up to three individuals which must include your individual majority owner or operating principal if separate from your majority owner, your approved manager and assistant managers. You must pay the cost of accommodations and travel for training.

The “operating principal” is a) if the franchisee is an individual, that individual, or b) if the franchisee is an entity, an individual that owns at least 20% of the ownership and voting interests in the franchisee entity (unless you obtain our written approval of a lower percentage), has authority over all business decisions related to the franchise business, and has the power to bind you in all dealings with us.

The training program is conducted after the signing of the franchise agreement and payment of the initial franchise fee, and approximately 30 days before the franchised business is opened. Satisfactory completion of the initial training program is mandatory for you or your approved full time manager. This training is described in the chart below (Section 8(b), Franchise Agreement).

TRAINING PROGRAM.			
SUBJECT	HOURS OF CLASSROOM TRAINING	HOURS OF ON-THE-JOB TRAINING	LOCATION
Procedures, regulations, general health code compliance, review of operational manual	7-25 hours		Conference room at Boise, ID store, or other location we choose
Opening/closing procedures		5-5 hours	Boise, ID store or other location we choose
Phone answering, pizza making, food prep, stocking, cleaning and other operational procedures		22 hours over two weeks	Boise, ID store or other location we choose

SUBJECT	HOURS OF CLASSROOM TRAINING	HOURS OF ON-THE-JOB TRAINING	LOCATION
Accounting, reporting, inventory, ordering and POS manager training		4 5 hours	Boise, ID store or other location we choose
Customer service and public relations		7 5 hours	Boise, ID store or other location we choose

Training will be provided by Aaron Olson and Rodney Nelson whose experience is described in Item 2

The instructional materials are video tutorials, and the Manual

Subsequent Training We may require you or your manager to receive or attend the additional or advanced training we reasonably require at a cost of \$60 per hour, or whatever charge is made by third-party trainers, plus travel, food, and accommodations, and all other necessary expenses, subject to increase (Section 8(f)(11), Franchise Agreement)

Item 12 **TERRITORY**

Protected Territory Under the franchise agreement, we will grant you the right to use the system and proprietary marks solely within a specific geographic area, the boundaries of which will be negotiated prior to signing and described in the franchise agreement. You will normally receive a partially protected area that is a five mile radius from your franchised store location (subject to the exceptions described below), but you will not receive a partially protected area if your location is in a mall, or within a downtown of a town of more than 20,000 in population, or in certain other high density areas that we may designate.

Customer Restrictions You may not solicit orders within another Westside Pizza store's Trade Area, but you may accept orders from any customer.

Continuation of the Franchise Area Continuation of the Trade Area for the franchised business is dependent on achievement of a certain sales volume. If your sales fall under \$12,000 per month for three consecutive months, we may cancel your Trade Area's partial protection. We may not otherwise modify your partially protected Trade Area.

You may operate the franchised business at one location only. You may not open or operate another franchised location without our prior written consent. You may not relocate your existing franchise premises without first receiving our written consent, which consent will not be unreasonably withheld if the relocation would likely result in higher sales or if the current building location is in bad shape or disrepair.

You will not be assigned an exclusive territory for your franchise business. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands we control. We have the right to own or franchise outlets located in malls within your Trade Area, but no delivery service will be provided from such mall locations.

Other than the mall location exception, we and our affiliates may not operate or grant a franchise for the operation of a carry-out, dine-in or delivery pizza restaurant within the partially protected Trade Area

We and our affiliates may

- (i) Own, franchise, and operate units in locations not in your Trade Area,
- (ii) Purchase, or be purchased by, or merge or combine with, competing businesses, wherever located,
- (iii) Implement Internet marketing and other multi-area marketing programs, which may allow us or others to solicit or sell customers anywhere,
- (iv) Manufacture and sell any products and services anywhere, through channels of distribution other than the fixed location type of business reserved to you, including the Internet and wholesale, and in defined high volume and chain locations (such as at airports, hotels, grocery stores, sporting venues, food courts, military bases, train stations, co-branded locations, etc) We reserve these markets exclusively
- (v) Provide dissimilar products and services (such as spices and sauces in containers) anywhere, under Westside Pizza® or a different trademark Such activity may be owned and/or operated by us and we may accept orders within your territory There is no timetable for this business and we do not currently have plans to operate such business activity, but reserve the right to do so in the future

Other You generally do not receive the right to acquire additional franchises, but we may, at our sole discretion, offer you a right of first refusal to acquire additional franchises within a defined area

Item 13 **TRADEMARKS**

We grant you the non-exclusive right to use certain of our trademarks in the operation of your franchise business, including the trademark WESTSIDE PIZZA and design, as shown on the front cover of this disclosure document By trademark we mean trade names, trademarks, service marks, logos, trade dress, and other commercial symbols used to identify the business

The following trademarks, service marks, trade names, logotypes or other commercial symbols listed below are registered or have been filed for registration with the United States Patent and Trademark Office on the Principal Register All required affidavits and renewals have been filed

Mark	Registration Number	Registration Date	Status/Affidavits
	3,626,809	May 26, 2009	Registered
it's all about the pizza ¹	4,271,716	January 8, 2013	Registered
WESTSIDE PIZZA	4,830,349	October 13, 2015	Registered

You must use all trademarks in strict compliance with our manuals and &&™/® system. You must modify or discontinue the use of a trademark at your cost, if we modify or discontinue it. You are prohibited from using any trademark as part of your corporate name, but you must use the name Westside Pizza® as part of an assumed name or dba registered with the applicable governmental authority. This use is non-exclusive. You cannot make application for registration or other protection of Westside Pizza® names, derivatives or any other trademark used by us.

You may only use the trademarks with the letters “TM” or “SM” or “®” as appropriate. You are prohibited from using any trademark in the sale of any unauthorized product or service or in any manner not expressly authorized in writing by us. You are required to adhere fully and strictly to all security procedures required by us for maintaining the secrecy of proprietary information.

There are presently no effective determinations by the United States Patent and Trademark Office, Trademark Trial and Appeal Board, the trademark administrator of any state or any court or pending interference, opposition or cancellation proceeding, or pending material litigation involving the trademarks. There are no agreements currently in effect which significantly limit our rights to use or license the use of the trademarks.

We are aware of several companies operating under the Westside Pizza or similar trademark, which may have superior rights in the trademark. At this time we have not investigated whether there are superior rights. There are presently no known infringing uses of the trademarks that could materially affect your use of the trademarks in your territory.

You must notify us immediately of any infringement of, or challenge to, your use of our trademarks. We are not obligated by the franchise agreement to protect your rights to use these trademarks or to participate in your defense or indemnify you for expenses or damages if you are a party to an administrative or judicial proceeding involving our trademark or if the proceeding is resolved unfavorably to you, but may defend, prosecute or settle these claims or litigation. However, we may, control any administrative proceedings or litigation involving a trademark licensed by us to you. You must modify or discontinue the use of any trademarks or use one or more substitute trademarks if we request you to. Our only obligation will be to reimburse you for 50% of the tangible costs of new exterior signs. You may not contest our ownership, title, right or interest in our trademarks that are part of the business. Upon termination of the franchise agreement for any reason, you must cease using these trademarks in any manner.

Item 14

PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

You do not receive the right to use an item covered by a patent and we do not have any pending patent applications with the United States Patent and Trademark Office. We do not own rights to, or licenses in, any patent that is material to the franchise system.

We have not registered the Manual, with the United States Copyright Office, but we claim a copyright and consider the information proprietary, and we claim protected trade secrets and copyrights in our franchise system, and our recipes and dry and other mixes used in the system

You may use the proprietary information contained in our Manual but only in connection with the system. Our Manual may not be copied and must be returned to us, or permanently deleted by you upon termination of your franchise agreement. As mentioned above, portions of the "system" are a trade secret or confidential and proprietary to us. You must also promptly tell us when you learn about unauthorized use of the manuals and any other proprietary information. We are not obligated to take any action but will respond to this information as we believe appropriate. If applicable, we have the right to control any administrative proceedings or litigation. We are not required to defend or indemnify you for any damages from a proceeding based on copyright. You must modify or discontinue the use of any copyright, at your cost, if we modify or discontinue it, in our reasonable discretion.

With regards to our proprietary information, the franchise agreement also provides that you will (a) strictly follow all confidential security procedures required by us, (b) disclose this information to your employees only as needed to market our products and services, (c) not use this information in any other business, (d) exercise the highest degree of diligence to maintain this information as confidential, and (e) promptly notify us if you learn of any unauthorized use of our trade name, trade secrets or proprietary information. Your use of our proprietary information is limited to the uses required or allowed by us.

We claim other copyrights in sales literature and marketing materials which we, or our franchisees, develop for our use and for use by our franchisees, and your use of these materials will be limited to the uses required or allowed by us.

There are presently no superior rights in or infringing uses of the copyrights or patents that could materially affect your use of the copyrights or patents in your territory.

Item 15

OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

Your operating principal must participate personally in the franchised business until he or she understands the basic operation of the franchised business, but you may then appoint a designated full-time manager to handle day-to-day operations. If your operating principal does not personally handle day-to-day operations, we must approve your manager.

Your operating principal and your designated manager, must satisfactorily complete training. If an entity franchisee wishes to change its operating principal or manager, you must notify us of this fact and we must approve it in writing. Your new designated operating principal or manager must satisfactorily complete the training program at your expense.

You must understand clearly that the risks, financial and otherwise, which are inherent with the beginning of any new business, are yours alone. We, as a matter of policy, will not assist you in any decision-making process which may affect your business operations. The success or failure

of your franchise business is for the most part dependent on your efforts. Purchase of this franchise should not be considered by anyone who is unfamiliar with standard business practices or is unwilling to accept the responsibilities associated with running a small business.

Neither you nor your management employees can have an interest in or business relationship with any competing business. There is no minimum equity interest that your designated manager must have in the franchise. Each owner of the franchise business and other person who obtains access to confidential information, including all managers, must sign an agreement to maintain confidentiality of our trade secrets and confidential information (see Item 14), and sign and conform to the covenants in the covenant not to compete agreement (see Item 17).

Each equity or voting owner who directly or indirectly owns 5% or more of the franchised business or voting control of the franchise business must personally guarantee the franchise agreement including confidentiality and non-competition covenants. A copy of the Guarantee is attached to the franchise agreement. Your spouse or legal domestic partner must also sign a personal guarantee making your spouse or legal domestic partner individually liable for your financial obligations under the agreement.

Item 16

RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

To maintain uniform quality standards, you must strictly follow our policies, procedures, specifications, methods and techniques concerning the services and products you provide. You are not limited in the customers to whom you may sell, except as to a multi-area marketing program described in Item 8. No service or product or other item may be added to, altered, or discontinued by your franchise business unless it is first approved by us in writing. You must offer all menu items, services, recipes and products required by us. We reserve the right to add, modify or delete products, items, recipes and or services that you will be required to offer. There are no limits on our right to do so. You must purchase all of your products and services from us or our approved suppliers (See Item 8).

Item 17

RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION **THE FRANCHISE RELATIONSHIP**

This table lists certain important provisions of the franchise and related agreements. You should read these provisions in the agreements attached to this disclosure document. All references are to the Franchise Agreement, unless otherwise specified.

	Section in Franchise or Other Agreements	Summary
Provision		
a Length of the franchise term	Section 5(a)	5 years (ending 5 years from the date the franchise business opens for business)

Provision	Section in Franchise or Other Agreements	Summary
b Renewal or extension of the term	Section 6	If you are in good standing at the end of the initial or applicable renewal term, you can enter into a new successor franchise agreement for an additional term of 5 years
c Requirements for you to renew or extend	Section 6	Not be in default, pay a successor franchise fee of \$1,000 and sign the then-current franchise agreement, which may have materially different terms from the previous agreement, and sign a release We may require you to modernize your premises Alternatively, if at the time for renewal we are not offering franchises in the U S or cannot by law offer a renewal franchise to you, your existing franchise agreement will be extended for a one-year period, if at the end of the one-year extension we still have not offered franchises in the U S or still cannot by law offer a renewal franchise to you, the franchise agreement will expire and you will not have any further renewal or extension rights
d Termination by you	N/A	There are no provisions in the franchise agreement that permit you to terminate the franchise agreement
e Termination by us without cause	N/A	We must have cause to terminate the franchise agreement (see below)
f Termination by us with cause	Sections 5(a), 14(a)	We can terminate the franchise agreement if you fail to complete our training program or fail to open within 12 months We can terminate the franchise agreement if you are in default of any agreement with us Your royalty fee may be increased to 5% of Gross Sales if you materially default and fail to cure

Provision	Section in Franchise or Other Agreements	Summary
g "Cause" defined - curable defaults	Section 14(a)	Failure to maintain insurance or public health violations (48 hours to correct after notice), failure to follow policies or standards (7 days to correct after notice), failure to correct other certain other material defaults within 30 days after notice
h "Cause" defined – non-curable defaults	Section 14(a)	Material misrepresentation, failure to comply with systems or Manual, failure to complete initial training, failure to open for business, abandonment, insolvency (except as may be limited by bankruptcy laws,) loss of occupancy of premises, committing a felony, intentional underreporting, repeated defaults, loss of alcoholic beverage license
i Your obligations on termination/non-renewal	Sections 14(b) and (c)	Obligations include complete de-identification, payment of amounts due, and compliance with the non-competition agreement (see also (r) below)
j Assignment of contract by us	Section 12(e)	No restriction
k "Transfer" by you - defined	Sections 11 and 12(a)	Includes assignment and transfer of contracts, security interests and ownership change
l Our approval of transfer by you	Sections 11 and 12(a)	We have the right to approve all transfers, but will not unreasonably withhold or delay approval

	Section in Franchise or Other Agreements	Summary
Provision		
m Conditions for our approval of transfer	Sections 11 and 12	You are not in default, all fees are current and debts paid in full, you provide us at least 60 days' prior notice of intent to transfer, accompanied by required information, you sign a release, transferee qualifies as a transferee of the alcoholic beverage license, transferee is not a competitor, meets our standards, successfully completes training, signs our then-current form of franchise agreement with then-current terms and a transfer addendum, or at our option assumes your contract, payment of transfer fee (see Item 6), refurbishment of the outlet
n Our right of first refusal to acquire your business	Section 11	We can match any offer for your business, for 30 days
o Our option to purchase your business	Section 14(c)	Upon the termination or expiration, except termination by you for cause, We have the option for 30 days to purchase all or any part of the assets of the business at the fair market value of the tangible assets, with no value given to goodwill, trademarks, or other intangible assets We may exclude from our purchase your liabilities and certain non-compliant or unusable assets
p Your death or disability	Section 13	Your heirs or legal representative must submit a proposal meeting our transfer requirements with 120 days Transfer must be complete within 60 days of our approval of proposal
q Non-competition covenants during the term of the franchise	Section 10	No involvement in competing business anywhere without our written consent, non-disclosure of confidential information, non-solicitation of customers and employees

	Provision	Section in Franchise or Other Agreements	Summary
r	Non-competition covenants after the franchise is terminated or expires	Section 10	No competing business for two years within 20 miles of us, of our affiliates, of a franchisee, or of your Trade Area, and on the Internet, non-solicitation, of customers and of employees
s	Modification of the agreement	Section 23	Modifications must be made in writing and signed by both parties, but policies and procedures are subject to change by us
t	Integration/ merger clause	Section 22	Only the terms of the franchise agreement, are binding or enforceable (subject to state law) All representations and promises outside the disclosure document and franchise agreement may not be enforceable Notwithstanding the foregoing, no provision in any franchise agreement is intended to disclaim the express representations made in this Franchise Disclosure Document
u	Dispute resolution by arbitration or mediation	N/A	Except for certain claims, for all disputes there must be a face-to-face meeting and arbitration (see state specific addenda)
v	Choice of forum	Section 20	Arbitration and litigation, if any, must be in Salt Lake City, Utah (subject to state law)
w	Choice of law	Section 20	Idaho law and the United States Trademark Act apply (subject to applicable state law)

Item 18
PUBLIC FIGURES

We do not use any public figure or personality to promote the franchise in any way

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

Shown below are unaudited monthly gross sales as reported to us by our franchisees for the year ended December 31, 2017. All 28 franchised locations are included, except that partial months and months with incomplete reporting were excluded. For purposes of this financial performance representation, "gross sales" means the total gross receipts from all sales by the franchise business, and off-site sales of franchise business products including delivery, tips and gratuities, without reserve or deduction for inability or failure to collect. Gross sales does not include sales and equivalent taxes collected from customers and paid to the government.

Average and Median of Unit Sales 2017

UNIT	JAN	FEB	MAR	APRIL	MAY	JUN	JULY	AUG	SEPT	OCT	NOV	DEC
Unit 1							\$60,978	\$59,917	\$58,859	\$55,909	\$52,892	\$60,142
Unit 2	\$86,727	\$79,038	\$100,792	\$95,772	\$99,440	\$102,131	\$95,744	\$98,344	\$98,028	\$101,927	\$89,730	\$89,141
Unit 3	\$31,113	\$29,066	\$33,741	\$32,885	\$36,465	\$34,477	\$36,568	\$35,454	\$42,927	\$39,182	\$38,084	\$42,517
Unit 4	\$41,131	\$41,735	\$51,857	\$51,150	\$53,884	\$62,337	\$66,422	\$65,383	\$60,651	\$63,715	\$54,711	\$58,388
Unit 5	\$24,284	\$23,620	\$27,077	\$24,404	\$25,201	\$26,980	\$27,162	\$28,013	\$25,615	\$27,116	\$23,729	\$25,901
Unit 6	\$47,193	\$38,653	\$48,991	\$56,607	\$76,177	\$91,638	\$140,674	\$126,062	\$81,781	\$63,777	\$47,445	\$54,429
Unit 7	\$53,465	\$47,267	\$61,861	\$58,672	\$60,168	\$59,943	\$64,101	\$64,455	\$60,611	\$59,863	\$54,321	\$64,873
Unit 8	\$72,073	\$74,357	\$82,811	\$81,411	\$87,089	\$85,492	\$97,153	\$90,137	\$85,242	\$80,770	\$74,281	\$88,791
Unit 9	\$96,758	\$101,566	\$109,533	\$114,249	\$106,815	\$114,123	\$124,074	\$122,932	\$108,346	\$110,976	\$104,069	\$116,533
Unit 10	\$56,487	\$57,430	\$64,700	\$61,100	\$61,645	\$57,743	\$55,772	\$58,686	\$59,916	\$63,544	\$61,131	\$62,219
Unit 11	\$64,317	\$64,110	\$76,630	\$68,048	\$65,973	\$75,221	\$77,392	\$84,336	\$78,376	\$74,748	\$70,569	\$82,287
Unit 12	\$41,613	\$41,585	\$48,705	\$50,296	\$47,946	\$52,878	\$53,212	\$55,793	\$52,196	\$53,288	\$50,788	\$55,259
Unit 13	\$61,673	\$58,990	\$67,287	\$66,415	\$72,067	\$70,243	\$76,392	\$75,824	\$68,670	\$68,833	\$59,247	\$58,371
Unit 14	\$69,832	\$78,125	\$75,861	\$72,862	\$67,129	\$55,279	\$55,408	\$65,405	\$70,120	\$72,053	\$63,799	\$64,700
Unit 15	\$35,038	\$33,178	\$35,651	\$37,881	\$37,944	\$40,492	\$40,005	\$40,063	\$43,013	\$40,729	\$38,185	\$41,312
Unit 16	\$40,631	\$40,341	\$47,202	\$45,516	\$42,894	\$44,666	\$44,757	\$43,964	\$45,288			
Unit 17	\$83,413	\$82,968	\$88,981	\$82,839	\$83,824	\$86,630	\$86,326	\$93,726	\$89,446	\$92,197	\$81,260	\$89,456
Unit 18	\$33,519	\$35,651	\$39,509	\$39,449	\$40,674	\$44,329	\$48,131	\$43,857	\$46,071	\$46,599	\$38,995	\$35,122
Unit 19	\$39,175	\$35,598	\$45,686	\$46,910	\$46,290	\$45,928	\$46,372	\$48,581	\$48,409	\$47,952	\$40,564	\$47,359
Unit 20	\$35,416	\$36,875	\$44,834	\$42,539	\$39,333	\$38,107	\$37,610	\$35,590	\$38,008	\$39,139	\$31,501	\$25,193
Unit 21	\$60,243	\$59,630	\$67,663	\$68,719	\$69,223	\$69,404	\$72,646	\$66,228	\$67,788	\$66,481	\$60,736	\$66,288
Unit 22	\$34,341	\$33,791	\$41,761	\$44,593	\$44,569	\$48,282	\$59,973	\$50,846	\$48,821	\$45,129	\$38,674	\$47,867
Unit 23	\$52,165	\$47,713	\$58,242	\$57,634	\$53,776	\$54,566	\$56,056	\$57,582	\$55,844	\$59,203	\$53,263	\$53,545
Unit 24	\$49,965	\$44,590	\$53,410	\$53,089	\$50,580	\$53,426	\$57,994	\$59,496	\$53,740	\$53,140	\$49,075	\$52,804
Unit 25	\$23,331	\$23,606	\$27,558	\$25,438	\$27,278	\$27,970	\$29,862	\$32,416	\$30,090	\$29,353	\$23,581	\$24,624
Unit 26	\$23,566	\$22,737	\$26,930	\$26,730	\$27,152	\$30,102	\$26,845	\$29,099	\$26,686	\$28,755	\$25,806	\$27,863
Unit 27	\$22,388	\$24,030	\$28,825	\$28,356	\$26,968	\$31,636	\$27,378	\$30,520	\$27,601	\$27,809	\$27,049	\$26,710
Unit 28								\$154,261	\$115,910	\$102,121	\$92,639	\$97,033

Average monthly unit sales \$56,780 (average of all numbers above)

Median monthly unit sales \$53,446 (median of all numbers above)

Some outlets have earned this amount. Your individual results may differ. There is no assurance that you will earn as much.

Written substantiation of the data used in preparing this item 19 will be made available to you on reasonable request.

The financial performance representation figures do not reflect the costs of sales or operating expenses that must be deducted from the gross revenue or gross sales figures to obtain your net income or profit. You should conduct an independent investigation of the costs and

expenses you will incur in operating your franchised business. Franchisees or former franchisees, listed in this disclosure document may be one source of this information.

Actual results vary from unit to unit and we cannot estimate the results of any particular franchise. It may take several years for you to achieve your income potential.

Other than the preceding financial performance representation, we do not make any financial performance representations. Westside Pizza International 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 Rodney Nelson at 8515 W. Overland Road, Boise, ID 83709, or by email at rodneynelson@westsidepizza.com, or by phone at (360) 536-1339, the Federal Trade Commission, and the appropriate state regulatory agencies.

Item 20
OUTLETS AND FRANCHISEE INFORMATION

(Table No. 1)
System-wide Outlet Summary
For Years 2015 to 2017

Outlet Type	Year	Outlets operating at the start of year	Outlets operating at the end of year	Net Change
Franchised	2015	23	24	+1
	2016	24	27	+3
	2017	27	27	0
Company-Owned	2015	1	2	+1
	2016	2	1	-1
	2017	1	1	0
Total Outlets	2015	24	26	+2
	2016	26	28	+2
	2017	28	26	-2

(Table No. 2)
Transfers of Operating Outlets from Franchisees to New Owners (other than Us)
For Years 2015 to 2017

State	Year	Number of Transfers
California	2015	0
	2016	0
	2017	0
Idaho	2015	0
	2016	0
	2017	0

State	Year	Number of Transfers
Washington	2015	0
	2016	1
	2017	1 ¹
Total	2015	0
	2016	1
	2017	1

¹ The transfer was for the location at Beale Air Force Base, which closed its doors after the transfer in 2017

(Table No. 3)
Status of Franchised Outlets³
For Years 2015 to 2017

State	Year	Outlets operating at the start of year	Outlets opened	Terminations	Non Renewals	Reacquired by franchisor	Ceased operations	Outlets operating at the end of year
CA	2015	5	0	0	0	0	0	5
	2016	5	0	0	0	0	0	5
	2017	5	0	0	0	0	1	4
ID	2015	1	0	0	0	0	0	1
	2016	1	0	0	0	0	0	1
	2017	1	0	0	0	0	0	1
WA	2015	17	1	0	0	0	0	18
	2016	18	3 ¹	0	0	0	0	21
	2017	21	2	0	0	0	1	22
Total	2015	23	1	0	0	0	0	24
	2016	24	3	0	0	0	0	27
	2017	27	2	0	0	0	2	27

¹ Our Chelan outlet was sold by us to a franchisee on February 1, 2016

(Table No. 4)
Status of Operating Company Owned Outlets
For Years 2015 to 2017

State	Year	Outlets operating at the start of year	Outlets opened	Re-Acquired from Franchisee	Outlet Closed	Outlet Sold to Franchisee	Outlets operating at the end of year
ID	2015	0	1	0	0	0	1
	2016	1	0	0	0	0	1
	2017	1	0	0	0	0	1
WA	2015	1	0	0	0	0	1
	2016	1	0	0	0	1	0
	2017	0	0	0	0	0	0

State	Year	Outlets operating at the start of year	Outlets opened	Re-Acquired from Franchisee	Outlet Closed	Outlet Sold to Franchisee	Outlets operating at the end of year
Total	2015	1	1	0	0	0	2
	2016	2	0	0	0	1	1
	2017	1	0	0	0	0	1

¹ If multiple events occurred affecting an outlet, this table shows the event that occurred last in time

(Table No 5)
Projected Openings as of December 31, 2017

State	Franchise Agreements signed but outlet not opened	Projected New Franchised Outlets in the next Fiscal year	Projected New Company Outlets in the Next Fiscal Year
CA	1	1-2	0
ID	0	0	0
WA	2	1-2	0
Total	3	2-4	0

Exhibit C contains a list of our current franchisees. Exhibit C also contains the name and last known city and state, and the current business telephone number (or, if unknown, the last known home telephone number) of every franchisee within the most recently completed fiscal year who has had an outlet terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the franchise agreement or who has not communicated with us within 10 weeks of the issuance date of this disclosure document.

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

Exhibit C also lists, to the extent known, the name, address, telephone number, email address, and web address of each trademark-specific franchisee organization associated with the franchise system being offered, which we have created, sponsored or endorsed and that has asked to be included in this disclosure document.

Item 21 **FINANCIAL STATEMENTS**

Our fiscal year ends on December 31 each year. Attached as Exhibit B are our audited financial statements for the years ended December 31, 2017 and December 31, 2016, and for the years ended December 31, 2016 and December 31, 2015.

Item 22
CONTRACTS

We have attached the following contracts as Exhibit "A," the Franchise Agreement and its Schedules, as Exhibit "F," the Conditional Assignment of Telephone and Directory Listings, as Exhibit "H," the Addendum to Franchisee's Lease, as Exhibit "I," the Acknowledgment of Receipt of Completed Agreements, and as Exhibit "J," the Release Agreement. All other contracts and agreements are to be entered into with persons of your choice and therefore cannot be attached.

Item 23
RECEIPT

Included as the last document of this disclosure document is a receipt, in duplicate. This receipt is a detachable acknowledgement that you have received this franchise disclosure document. Both receipts should be signed and dated by you. One copy should be returned to us and you should keep the other for your records. You may return the signed and dated receipt by either mailing it to us at 8515 W Overland Road, Boise, Idaho 83709, or emailing a copy to us at rodneynelson@westsidepizza.com.

**EXHIBIT A
TO THE FDD**

FRANCHISE AGREEMENT



It's all about the pizza!®

FRANCHISE AGREEMENT

BETWEEN

WESTSIDE PIZZA INTERNATIONAL INC.

AND

[Name of Franchisee]

WESTSIDE PIZZA INTERNATIONAL INC
FRANCHISE AGREEMENT TABLE OF CONTENTS

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SCHEDULE 1 TRADE AREA, LOCATION

SCHEDULE 2 INDIVIDUAL GUARANTEE OF FRANCHISE AGREEMENT USE FOR
ENTITY FRANCHISEES

SCHEDULE 3 PRINCIPAL NON-COMPETITION AGREEMENT

SCHEDULE 4 PRINCIPAL CONFIDENTIAL RECIPE AGREEMENT

ADDENDUM ONLY FOR FRANCHISEES WHO OBTAIN SBA FINANCING

STATE SPECIFIC ADDENDA

WESTSIDE PIZZA INTERNATIONAL INC

PIZZERIA FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT is entered into by and between WESTSIDE PIZZA INTERNATIONAL INC ("WPI" or "Franchisor" and at times as "We," "Us" or "Our"), a Washington corporation located at 8515 W Overland Road, Boise, ID 83709, email rodneynelson@westsidepizza.com, and _____ (the "Franchisee" and at times as "You" or "Your" as further defined in Section 22 below), whose street address is _____, and whose email address for notices is _____

RECITALS

A WPI has established a method and system (the "System") for the development and operation of Westside Pizza Pizzerias ("Pizzerias") which includes WPI's

* marks "Westside Pizza," "Westside Pizza Parlor & Design," "Westside Pizza Slices," "Westside Pizza Pizzeria," and all trade names, trademarks, service marks, logos, domain names, color schemes, trade dress, and other commercial symbols of WPI that WPI authorizes Franchisee to use at any time, and associated goodwill (the "Marks"),

* copyrights,

* the Manuals incorporating required standards, procedures, policies, and techniques,

* secret food formulae, and

* advertising, marketing and promotional programs

B WPI desires to grant to Franchisee, and Franchisee desires to obtain from WPI, the right to establish and operate the Pizzeria under the System

IT IS AGREED AS FOLLOWS

1 GRANT OF FRANCHISE

Subject to all the terms of this Agreement, WPI grants to Franchisee the nonexclusive right to use the System to establish and operate the Pizzeria. Franchisee acknowledges that adherence to the standards and policies of the System, is absolutely essential for the continued operation of the franchise granted by this Agreement. Uniformity is important to the value of the System and Marks to WPI and to all franchisees. Any breach of this Agreement or failure to conform to the System or Manuals could substantially adversely affect that value. WPI expects that changes to technology, laws and markets will result in changes that WPI will make to the System. All such modifications become WPI's property. This Agreement is for the establishment of one Westside Pizza Pizzeria to be located at the location stated on Schedule 1 to this Agreement (the "Location") may not develop or operate a Westside Pizza Pizzeria at any other location other than the single Location.

2. RELOCATION

Franchisee shall have the right to establish and operate the Pizzeria only at the single location designated above. Any relocation of the Pizzeria shall require WPI's prior written consent. Such consent may be withheld in WPI's sole discretion unless the lease for the site of its Pizzeria expires or terminates without fault of Franchisee, or if the site is destroyed, condemned or otherwise rendered unusable, in which case WPI will grant permission for relocation of the Pizzeria to a location and site meeting WPI's then-current standards. WPI charges Franchisee a Relocation Fee of \$4,000 to cover WPI's costs in approving and processing the request for relocation. Such fee is payable upon approval by WPI at such location. Any relocation will be at Franchisee's sole expense.

3. PROTECTED TRADE AREA

(a) **Trade Area** Subject to this Agreement, Franchisee shall have the exclusive right to operate the Pizzeria within a five mile radius of the location of the Pizzeria ("Trade Area") as stated on Schedule 1 to this Agreement, except that if Franchisee's Pizzeria is located in a mall or within a town of more than 20,000 in population, or certain other high density areas as may be designated by WPI, no such exclusive right shall be granted. Neither WPI nor an affiliate will operate or grant a franchise for the operation of a carry-out, dine-in or delivery pizza restaurant business with a Trade Area that overlaps the Pizzeria's Trade Area.

(b) **Alteration of Trade Area** If Franchisee has been granted a designated Trade Area, Franchisee's Trade Area may not be altered except by the mutual written agreement of Franchisee and WPI.

(c) **Reserved Rights** WPI and its affiliates may, regardless of any Trade Area granted to Franchisee:

(i) Own, franchise, and operate units in locations not in Franchisee's Trade Area,

(ii) Purchase, or be purchased by, or merge or combine with, competing businesses, wherever located,

(iii) Implement Internet (defined below) and other multi-area marketing programs, which may allow WPI or others to solicit or sell customers anywhere,

(iv) Own or franchise outlets located in malls within Franchisee's Trade Area, but no delivery service will be provided from such mall locations,

(v) Manufacture and sell any products and services anywhere a through channels of distribution other than the fixed location type of business reserved to Franchisee, including the Internet and wholesale, and b in defined high volume and chain locations (such as at airports, hotels, grocery stores, sporting venues, food courts, military bases, train stations, co-branded locations, etc.) WPI reserves these markets exclusively.

(vi) Sell products (such as spices and sauces in containers) anywhere

(d) Continuation of any Trade Area for the franchised business is dependent on achievement of a certain sales volume. If Franchisee's Gross Sales fall under \$12,000 per month for three consecutive months, WPI may cancel the Trade Area upon 30 days' notice if the Gross Sales also do not exceed \$12,000 for that 30 day period.

(e) As used in this Agreement, the term "Internet" means any present or future interactive system for electronic communications, using lines, cables, wireless, satellite, radio or any other technology, and which involves one or more of the following: the system of interconnected computer networks that use the internet protocol suite (TCP/IP) or its successor, websites or similar remotely-accessible electronic information sources (whether password protected or not), use of domain names, other locators, or emails that use the Trademarks, internet phone services, cellular or similar messaging, mobile applications, social networks or social media, or wikis, podcasts, online content sharing communities, or blogging.

4 OFF-SITE DELIVERY

Franchisee must offer delivery services for the days and times that WPI specifies, currently a minimum of five hours each day, from 4 00 p.m. to 9 00 p.m. Hours of service are to be determined by Franchisee, subject to approval by WPI. The scope of the delivery area will be congruent with the scope of the Trade Area (as discussed in Paragraph 3(a) of this Agreement). Due to fluctuations in population density and vehicular traffic patterns over time, WPI may, in its sole discretion, extend the radius in which the Pizzeria must offer delivery services. WPI may subsequently reduce this delivery area due to further changes in population density, vehicular traffic patterns or the opening of another Pizzeria in a proximate location, although such delivery area may not be reduced to less than an area having a two mile radius, or the size of Franchisee's Trade Area, if any, whichever is larger. Franchisee acknowledges that the size of the delivery area is based on quality control and operational considerations, which is different from any protected Trade Area granted Franchisee with respect to the establishment of Pizzeria locations.

(a) Certain Standards and Requirements

(i) Franchisee shall ensure that any and all vehicles utilized for off-site delivery (a) are maintained in good condition and repair and comply with all requirements for the safe and lawful operation of such vehicles on the streets and highways of all applicable localities, and (b) are operated, at all times, by employees of Franchisee, who shall be duly qualified, authorized and licensed to operate such vehicles and who shall maintain insurance covering liability as a driver as required by this Paragraph of this Agreement. Franchisee shall further undertake all necessary action to assure that employees operate delivery vehicles safely and lawfully. Subcontracting of or for off-site delivery services is prohibited.

(ii) In the discretion of Franchisee, vehicles used for off-site delivery services may bear signage indicating that the vehicle is delivering Westside Pizza products, provided, however, such signage must be professionally manufactured or produced and shall be subject to approval by WPI prior to any public display or use by Franchisee. If requested by WPI, Franchisee shall exhibit on all delivery vehicles (or on car top signs on all delivery vehicles) signs of sufficient prominence and wording as WPI may prescribe so as to advise the public that the Pizzeria is owned, operated and maintained by Franchisee and that each such delivery vehicle is

owned, operated and maintained by Franchisee or the driver of the vehicle, as the case may be. Franchisee shall carry insurance, in accordance with Paragraph 4(b) of this Agreement, covering any and all vehicles used for off-site delivery services

(iii) WPI reserves the right, in its discretion, to designate those food and beverage products which may be offered by Franchisee for off-site delivery. Under WPI's current policy, **ONLY WITH FRANCHISOR'S PRIOR WRITTEN APPROVAL MAY FRANCHISEE OFFER ALCOHOLIC BEVERAGES FOR OFF-SITE DELIVERY**. Moreover, Franchisee will take all steps necessary to ensure that alcoholic beverages are not available to employees operating delivery vehicles.

(iv) All pizza and other food and beverage products approved for off-site delivery sales shall be prepared at the Pizzeria, in full compliance with all specifications, standards, operating procedures and rules relating to the quality, taste, ingredients and uniformity, and manner of preparation, of pizza, food and beverage items sold at the Pizzeria, and in accordance with the Manuals.

(v) Franchisee shall employ all efforts necessary to assure that pizza and other food products offered for sale and sold by off-site delivery are delivered to customers fresh and hot, and are of uniform high quality. Such efforts shall include the use of WPI-approved packaging and containers for all off-site delivery sales, and in accordance with the Manuals.

(vi) WPI has the right in its sole discretion, to approve or disapprove any and all advertising in any way related to off-site delivery sales.

(b) **Indemnification and Insurance** Franchisee shall indemnify, defend and hold WPI and its affiliates and successors, and their respective officers, employees and agents, harmless from and against any and all claims, costs, damages or liability of any nature whatsoever, arising out of or in any way related to off-site delivery services by Franchisee. At all times that Franchisee conducts off-site delivery services, it shall maintain in full force and effect, in addition to all insurance coverage required by this Agreement, automobile liability insurance including contractual liability coverage, liability coverage for vehicles owned, hired or borrowed by Franchisee ("owned auto" and "hired auto" coverage, respectively), and liability coverage for vehicles owned by others ("non-owned auto" coverage), with limits of not less than \$1,000,000 per occurrence of bodily injury and property damage combined, together with an umbrella liability policy with minimum limits of \$3,000,000, and together with any other or increased amounts of insurance which WPI may require.

(c) **Insurance** Franchisee shall provide WPI with certificates of insurance evidencing the required coverage, which certificates shall be renewed and provided annually, and shall contain such detailed information as WPI may request, and Franchisee shall also provide WPI with full and complete copies of any and all of the above policies, including copies of any renewals or modifications thereto upon request by WPI. All insurance policies must be (i) issued by an insurance company licensed to do business in the state where the Pizzeria is located and (ii) rated A or better by A M Best & Company, Inc. or approved in writing by WPI, in WPI's sole discretion. Franchisee shall also cause the companies to agree by endorsement or separate written document that WPI shall be given at least 30 days prior written notice of termination, expiration,

cancellation, modification or reduction in coverage limits of any such policy. Upon failure of Franchisee to maintain in effect any of the insurance required, or to furnish to WPI satisfactory evidence of such insurance, WPI may, in its discretion, obtain insurance coverage on behalf of Franchisee, and Franchisee agrees to promptly execute any applications or instruments required to obtain any such insurance and to pay to WPI, on demand, any costs and premiums incurred by WPI. Franchisee shall additionally require each of its employees who at any time operates a vehicle in connection with off-site delivery services which is owned by a person other than Franchisee to maintain insurance covering the employee's liability as driver of the vehicle in an amount no less than the minimum amount required by law, and Franchisee shall require and maintain at the Pizzeria evidence of such insurance coverage, which evidence Franchisee shall provide to WPI upon request. Franchisee expressly waives and releases WPI and its affiliates and successors, and the respective officers, directors, owners, employees and agents, from any obligation or responsibility with respect to any claim asserted, or which may be asserted, by a third-party or parties, arising out of or relating to Franchisee's conduct of off-site delivery services.

(d) **Fees and Reports.** All revenue of any kind or nature derived from off-site delivery sales shall be included for purposes of computing all fees payable to WPI under this Agreement. All revenue related to any additional charges to customers Franchisee may choose to make for off-site delivery services are included in Gross Sales, without limitation or offset for cost incurred by Franchisee in connection with providing such services to the customer. Off-site delivery sales shall be recorded by Franchisee and reported to WPI at the same time or times, and in the same manner, as all other sales from Franchisee's Pizzeria operation, provided, further, Franchisee shall report off-site delivery sales as a separate subtotal of total reported sales for each reporting period. In addition, Franchisee shall provide WPI with such further information relating to off-site delivery sales as WPI may request, including separate reports of costs of operation for off-site delivery services.

5. TERM OF AGREEMENT

(a) **Term.** This Agreement will be effective when executed by both WPI and Franchisee. The franchise term will be for a period of five (5) years, expiring five (5) years after the date the Pizzeria opens for business, unless terminated earlier pursuant to Section 14 of this Agreement. Franchisee may request that the term of this Agreement be lengthened to be congruent with the term of the lease for the Pizzeria premises, however, WPI may grant or withhold consent to such request, in WPI's sole discretion.

(b) **Termination.** In the event that (i) Franchisee fails to open the Pizzeria within 12 months after WPI's execution of this Agreement, or (ii) Franchisee fails to complete or achieve a passing grade in the customary training course concerning the operation of the Pizzeria by the earlier of (a) three months prior to the opening of the Pizzeria or (b) 180 days after the date a final location of the Pizzeria is obtained, then this Agreement shall terminate, and WPI shall refund to Franchisee the Initial Franchise Fee paid by Franchisee to WPI, less expenses incurred by WPI in connection with this Agreement, as determined in WPI's sole discretion.

6 SUCCESSOR FRANCHISE AGREEMENT

(a) Successor Franchise Conditions Franchisee, at its option, shall have the right to enter into a successor franchise agreement ") upon the expiration of the original term for an additional term of five (5) years by giving Us written notice by certified mail or personal delivery, or via email with a confirmed delivery and read receipt, at least one hundred eighty (180) days and not more than one (1) year prior to the expiration date of the term hereof , upon conditions contained in the then-current standard Franchise Agreement in use by WPI on the date of signing the successor agreement, provided that

(i) Franchisee is not in default of any provision of this Agreement or any other agreement with WPI or its subsidiaries or affiliates or any other creditor or supplier of the Pizzeria, and has substantially complied with all the terms and conditions of these agreements substantially in accordance with their terms and has satisfied all monetary obligations owed to these parties,

(ii) Franchisee is able to maintain possession of the site of its Pizzeria or to secure and develop a suitable alternative site approved by WPI,

(iii) Franchisee agrees to refurbish the site in accordance with Paragraph 9 of this Agreement,

(iv) Franchisee executes a general release, in a form satisfactory to WPI, of any and all claims it may have against WPI and its officers, directors, owners, agents, and employees, in their corporate and individual capacities, and

(v) Franchisee's Operating Principal, or a representative approved by WPI, attends and satisfactorily completes any retraining or refresher training program that WPI may require, in its sole discretion

(b) Successor Franchise Fee In connection with a successor franchise, Franchisee must execute WPI's then-current standard Franchise Agreement and all other agreements customarily used by WPI in the granting of successor franchises, which may provide for higher Royalty Fees and for greater expenditures for advertising, marketing and promotion than were provided for under this Agreement, and may contain other fees and terms materially different from the terms of this Agreement **It is acknowledged by You that the form of the successor franchise agreement in effect at the time may contain economic, royalty, marketing and other fees and charges, territorial, and other changes in material provisions different from those contained in this Agreement, Including terms affecting payments to Us or Our affiliates** The Trade Area of the Pizzeria will not be modified unless such modification is consistent with criteria then in effect for comparable market areas There will be no Initial Franchise Fee upon the granting the successor franchise, but Franchisee shall pay WPI the sum of \$1,000 to offset expenses incurred in connection with the successor franchise Franchisee must also sign WPI's form of successor franchise addendum, if any WPI may at its option waive these requirements, and may instead allow Franchisee to renew by extending the term of the original franchise agreement, in which case the parties will sign WPI's form of an extension and mutual release agreement

(c) **Other Obligations** WPI has the option, but not the obligation, to send all agreements relating to successor franchise agreement for Franchisee's review and execution not less than 12 months prior to the expiration of this Agreement along with a notification of the expiration of this Agreement. WPI's notice may also state what actions, if any, Franchisee must take to correct the deficiencies in the operation of the Pizzeria and will specify the time period in which these deficiencies must be corrected. Granting of a successor franchise will be conditioned upon Franchisee's continued compliance with all the terms and conditions of this Agreement and all other agreements with WPI and its affiliates and subsidiaries and all other creditors and suppliers of the Pizzeria up to the date of expiration. Failure by Franchisee to return these agreements to WPI within 30 days after receipt will be deemed an election not to renew the franchise. Franchisee may also be awarded an additional successor Franchise term of ten (10) years upon expiration of the first successor franchise term as provided above for a total of twenty (20) years counting the original and Successor Franchise terms.

(i) If Franchisee fails to enter into a successor franchise agreement for any reason but continues to operate the Pizzeria, at WPI's election Franchisee will be deemed to have renewed on a month-to-month basis, and Franchisee agrees that Franchisee will be required to abide by Our then-current fees for royalty, marketing and others as set out in the Manuals. Your month-to-month Franchise Business may be terminated only by WPI upon thirty (30) days' prior written notice to Franchisee for any reason whatsoever.

(d) **Unable to Offer Successor Franchise** Notwithstanding the preceding paragraphs of this Section 6, if at the time Franchisee must provide notice of desire to enter into a successor franchise agreement, WPI is not offering franchises in the United States, or not able by law to offer a successor franchise agreement to Franchisee, then this Agreement will be extended for a period of one year. If at the end of the one-year extension, WPI still has not offered franchises in the United States, or is still not able by law to offer a successor franchise to Franchisee, this Agreement will expire, unless further extended by mutual consent. WPI may decide to not enter into a successor agreement with Franchisee if Franchisee fails to satisfy WPI's then-current standards for new franchisees.

7 FEES

(a) **Initial Franchise Fee** If Franchisee is opening a new Pizzeria at its first franchise location Franchisee shall pay to WPI an Initial Franchise Fee of \$14,000, or \$12,000 for Westside Pizza managers with more than one year's experience. The Initial Franchise Fee is payable upon signing this Franchise Agreement. For each subsequent franchise which may be granted, Franchisee shall pay one-half of the Initial Franchise Fee then required by WPI for new Franchisees.

(b) **Royalty Fee** Franchisee agrees to pay to WPI, commencing from the date the Pizzeria opens a Royalty Fee of 4% of the Gross Sales generated by the Pizzeria. Payment of the Royalty Fee shall be made weekly, in such manner as Franchisee determines, including pre-authorized electronic transfer. WPI may change the time and the manner of payment.

(c) **Gross Sales** The term "Gross Sales" as used herein means the total gross receipts from all sales by the Pizzeria, including all pizza and other food, beverages, coin operated

games, juke boxes, and vending machines, and other products or services sold at the Pizzeria, and off-site sales of Pizzeria products including delivery, tips and gratuities, without reserve or deduction for inability or failure to collect, but exclusive of sales and equivalent taxes collected from customers and paid to the government Franchisee will reimburse WPI for any gross receipts, sales, use, withholding, or other tax assessed on amounts payable by Franchisee to WPI by state or local governments

(d) **Late Payment Charges** If Franchisee is late in paying the Royalty Fee or report pursuant to this Agreement, a late charge of \$50 per day for each late payment and \$50 per day for each late report will be payable from the date such payments or reports were due, plus at WPI's option, 1% of Gross Sales for the most recent full month

(e) **Franchisee Local Marketing** Franchisee must spend on local advertising or marketing ("Franchisee Local Marketing"), a minimum of the lesser of 2% of Gross Sales each full calendar quarter, or \$36,000 per each full calendar year The total of the Franchisee Local Marketing and the Marketing Fund Fee will not exceed 2% of Gross Sales For example, if a Marketing Fund Fee of 1% is paid, the Franchisee Local Marketing will be reduced to 1%

(f) **Marketing Fund Fee** Franchisee shall pay WPI a monthly, non-refundable, fee of up to 1% of Gross Sales (the "Marketing Fund Fee"), or such lesser amount as WPI specifies This Marketing Fund Fee shall be used by WPI solely for the development of multi-area marketing, advertising, public relations, promotional programs, Internet marketing, similar purposes, media, printing and dissemination costs, including SEO, social media, agencies and independent contractors, employee costs, and related administrative, management and professional expenses The Marketing Fund Fee shall be paid separately from the royalty fee at the same time and manner as the royalty fee, and shall be deposited by WPI in an account separate from WPI's general account WPI will maintain a separate bookkeeping account for all Marketing Fund Fees (the "Marketing Account") which, upon request, shall be made available to Franchisee The Marketing Account will be managed by WPI, and WPI has discretion with administration of the Marketing Account, including allocation of the funds, methods of payment, and reimbursement of WPI's expenses WPI is not a fiduciary with respect to Marketing Account, and has full discretion as to its use for the purposes described above

The Marketing Fund Fee shall be calculated based upon Franchisee's Gross Sales for the previous calendar month, and payment shall be submitted to WPI together with Franchisee's monthly financial report described below in Section 9(m) of this Agreement, or in such time and manner as WPI reasonably requires

8. DUTIES OF FRANCHISOR

(a) Franchisee may not execute a lease or a purchase agreement for the Pizzeria that has not been reviewed by WPI Franchisee shall provide WPI with any and all documents relating to a site under consideration and the lease or purchase agreement for such site when seeking WPI's review of such site While it is Franchisee's obligation to find a suitable location for the Pizzeria which meets WPI's criteria, WPI may have assisted Franchisee with the search for a suitable location by advising and consulting with Franchisee, if requested to do so by Franchisee

Franchisee acknowledges that WPI's assistance or review of a location does not constitute a representation or guaranty by WPI that the location will be a successful location for the Pizzeria

(b) **Training** Prior to the public opening of the Pizzeria, WPI will make available to Franchisee, WPI's customary training course concerning the operation of the Pizzeria, as described in Paragraph 9(h) of this Agreement. At its discretion, WPI may also offer additional training programs and refresher courses to Franchisee and management employees during the term of this Agreement, at Franchisee's expense

(c) **Manuals** WPI shall allow Franchisee the right to use during the term of the franchise one or more copies of a manual or bulletins or similar written materials containing specifications, standards and operating procedures issued by WPI, that may be revoked, changed, or supplemented by WPI, in electronic or other media (collectively, the "Manuals"). WPI will provide franchisee with updated versions as they become available. Franchisee must comply with the Manuals

(d) **Design** WPI shall designate the standard design, color scheme, trade dress and motif for the Pizzeria

(e) **Fixture, Sign, Equipment, Computer Systems, Inventory and Supply Specifications** WPI shall designate standard fixtures, signs, equipment, Computer Systems (defined below), and initial and continuing inventory and supplies for placement in and use at the Pizzeria. As used in this Agreement, the term "Computer Systems" means computers, mobile smart devices, smart processors in hardware including point of sale devices, software and related hardware, and systems to access the Internet

(f) **Advice and Consultation**

(i) WPI shall advise and consult with Franchisee periodically in connection with the development and operation of the Pizzeria, to the extent WPI deems advisable. Franchisee shall submit to WPI within one month prior to the opening of the Pizzeria, a business plan setting forth the proposed prices, expenses and other operational items reasonably requested by WPI so that WPI may provide guidance to Franchisee in the initial operation of the Pizzeria. WPI shall communicate to Franchisee its know-how, new developments, techniques, and improvements in restaurant management, food preparation, and services which are pertinent to the operation of the Pizzeria in accordance with the System, all subject to Franchisee's obligation to maintain in confidence such information as would not ordinarily be disclosed during operation of the Pizzeria. WPI may, in its sole discretion, choose to provide additional assistance in the operation of Franchisee's Pizzeria, but does not have the obligation to do so

(ii) WPI will advise Franchisee of operating problems of its Pizzeria disclosed by reports submitted to or inspections made by WPI. WPI will make no separate charge to Franchisee for such assistance, except that WPI may make reasonable charges for forms and other materials supplied to Franchisee and for operating assistance made necessary in its judgment as a result of Franchisee's failure to comply with any provision of this Agreement, or for assistance requested by Franchisee in excess of that normally provided by WPI. Excess assistance is currently charged at \$60 per hour, but this may be reasonably increased by WPI

(iii) WPI may make available to Franchisee the services of certain principals, employees, representatives or agents of WPI on a consulting basis. Such individuals may provide, at Franchisee's request and at such individual's then-current rates and charges, extraordinary services above and beyond the operational assistance customarily provided by WPI.

(g) **Independent Status of Franchisee** Franchisee is an independent contractor and shall not hold itself out as an agent or partner of WPI. WPI shall not establish requirements regarding Franchisee's employment policies, assignment or direction of Franchisee's employees, or wages. Franchisee will notify its employees in writing that Franchisee is their employee, and that WPI is not their employer. WPI will not be responsible for the management or day-to-day operation of the Pizzeria. Franchisee will fully comply with all laws, including labor and employment laws, will pay all applicable taxes, including payroll taxes, relating to the Pizzeria, and will obtain and maintain all licenses relating to the Pizzeria.

(h) **Advertising** Franchisee acknowledges the need for uniformity in the Westside Pizza Pizzeria image, therefore, except for any advertising or promotional materials prepared by or previously approved by WPI, no advertising or promotional materials shall be used by Franchisee until Franchisee has submitted the materials to WPI, and unless the use of such materials has not been approved by WPI, or not disapproved by WPI within a period of 10 days after the date of WPI's receipt of the materials.

9 DUTIES OF FRANCHISEE

In addition to its duties as set forth elsewhere in this Agreement, Franchisee agrees to perform the following:

(a) **Preparation of Location** Within 11 months after WPI's execution of this Agreement, Franchisee shall totally equip and ready the location of the Pizzeria for occupancy, and notify WPI that the Pizzeria is ready to open and specify an opening date no earlier than 14 days or later than 21 days after the notice is given. WPI will promptly inspect the Pizzeria at a time mutually agreed and give Franchisee notice of any defects, or that it complies with the System's specifications and requirements. Franchisee shall remedy any defects within 14 days after receiving notice from WPI. Within seven days after written acknowledgment from WPI that the Pizzeria complies, Franchisee shall commence operation of the Pizzeria.

(b) **Lease and Purchase Agreement Responsibilities** Franchisee shall be responsible for the lease or purchase agreement covering the Pizzeria location, including any required security deposit and prepaid rent. Franchisee shall provide to WPI a copy of the fully executed lease (and any assignments or subleases) or purchase agreement within 15 days after WPI's signing of such document, and in any event within six months of signing this Agreement.

(c) **Construction Standards** Franchisee shall be responsible for the establishment and completion of the Pizzeria, including construction or remodeling and equipment installation. Franchisee agrees that in constructing or remodeling the Pizzeria, it shall secure all necessary permits and adhere to the plan, design, color scheme and motif as approved by WPI, provided that Franchisee may make minor changes to the standard plans and specifications, if necessary, to meet the requirements of local codes and regulations. Franchisee shall submit all

building plans to WPI and shall not proceed with construction until after WPI's written approval has been obtained. In the event Franchisee commences construction, remodeling, installation, or other work on the premises without the prior written approval of WPI, or contrary to the specifications and directions of WPI, Franchisee shall upon notice from WPI and solely at Franchisee's expense, promptly remove or appropriately modify all objectionable items so as to comply with WPI's specifications and directions. Franchisee shall also obtain all required zoning changes, all required building, driveway, utility, health, sanitation and sign permits and any other required permits and shall obtain all customary contractor's sworn statements and partial and final waivers of lien for construction, remodeling, decorating and installation services, and other materials or labor liens.

(d) **Fixture, Equipment, and Computer Systems Standards** Franchisee shall lease or purchase all fixtures, equipment, and Computer Systems designated by WPI and shall install, or have installed, in the Pizzeria all such fixtures, equipment, and Computer Systems. Franchisee has the right to lease or purchase the fixtures, equipment, and Computer Systems from any source, provided, however, all fixtures, furnishings, color schemes, machinery, equipment, Computer Systems and accessories shall conform to specifications of design, color, quality, performance, and utility designated and approved by WPI. Computer Systems are vital to WPI and to Franchisee and are vulnerable in varying degrees to problems such as viruses, worms, spy-ware, power and access disruptions, Internet content failures, hardware and software failures, and cyber security breaches, and attacks by hackers and other unauthorized intruders. It is Franchisee's responsibility to protect itself from these problems. This may include taking reasonable steps to secure Franchisee's Computer Systems and its other systems (such as using and continuously updating firewalls, access code protection, and anti-virus systems), to use backup systems, and to comply with privacy and data security laws.

(i) **At Your cost and expense, You must investigate and ensure that You** comply with all payment card industry ("PCI") and data security standard ("DSS") standards, regulations, and requirements, however, We reserve the right to approve of the vendor You use for compliance. You must meet the requirements of, and comply with enhancements and changes to, the PCI and DSS and maintain PCI compliance with the current version of the PCI and DSS. We reserve the right to require an audit (and to designate the auditor) to verify compliance. You must reimburse us for the audit if you are not in compliance. You are responsible to use all required tools, systems, and vendors to complete ongoing PCI requirements. Including quarterly external security scans and annual self-assessment questionnaires. You are solely responsible for all costs relating to PCI compliance and data security issues, including, security threats, breaches, and malware. It is Your responsibility to alert Us, not later than 24-hours following a suspected or confirmed data security breach, so that appropriate action can be taken to protect customer data and notify relevant parties. You are not permitted to collect, store, transfer, etc. any unnecessary customer information.

(e) **Sign Standards** Franchisee shall prominently display and maintain in good appearance and condition on the land and building comprising the Pizzeria all signs of such nature, form, color, illumination, and size, and containing such legends and symbols as WPI shall require. Franchisee shall not display at the Pizzeria any signs to which WPI objects. Franchisee further agrees to place any sign and/or plaque, as may be provided or required by WPI, at Your Pizzeria.

location indicating that the business is independently operated and owned by Franchisee as a franchised business

(f) Inventory and Supply Specifications

(i) All pizza ingredients, beverage products, cooking materials, containers, packaging materials, other paper and plastic products, utensils, required clothing and color scheme, menus, forms, cleaning and sanitation materials and other supplies and materials used in the operation of the Pizzeria must conform to the specifications and quality standards established by WPI

(ii) Any ingredient, supply or material not previously approved by WPI as conforming to its specifications and quality standards must be submitted for examination and testing prior to use. WPI has the right to examine the facilities of any approved supplier or distributor and to test or inspect the ingredients, materials or supplies to determine whether they meet WPI's standards and specifications. WPI has the right to charge fees for testing and evaluating any new equipment, Computer System, fixture, furniture, or sign proposed for use by Franchisee as well as for testing and evaluating proposed and approved suppliers or distributors. WPI also may impose reasonable limitations on the number of approved suppliers or distributors of any product. WPI will notify Franchisee within a reasonable time (generally not to exceed 30 days) whether any ingredients, supplies, materials, suppliers or distributors submitted or proposed by Franchisee meet with its approval. WPI also may revoke for any reason its previous approval of any ingredient, supply, material, supplier or distributor, and such revocation becomes effective 30 days after Franchisee receives written notice thereof. Franchisee shall have certain other limited additional rights to advertise on the boxes constituting the packaging for the pizza and related food items, upon WPI's prior consent.

(g) Confidential Information and Manuals. Franchisee and its owners are obligated to maintain the absolute confidentiality of the Manuals and all other information concerning the WPI's System during and after the term of the franchise, disclosing this information to the other employees of the Pizzeria only to the extent necessary for the operation of the Pizzeria in accordance with this Agreement. Franchisee and its owners may not use any such information or other Confidential Information in any other business or in any manner not specifically authorized or approved in writing by WPI. The customer lists and all historical data relating to the sale of all pizza and beverage products at or from the Pizzeria (the "Customer Lists") also are confidential. Franchisee (i) acknowledges that the Customer Lists are a valuable asset of WPI, (ii) may not use the Customer Lists in any other business or capacity, and (iii) must maintain the absolute secrecy and confidentiality of the Customer Lists. Franchisee must comply with all privacy and data breach laws with respect to the Customer Lists. If Franchisee discovers a data breach requiring notification to any third-party, Franchisee will also simultaneously notify WPI.

(h) Initial Training. The initial mandatory training program will take place at WPI's Boise, Idaho store, or at another location that WPI designates. Training typically will last between seven to ten days over a seven to twelve day period, but could be longer depending on the qualifications and prior experience of Franchisee's attendees. The initial training will be without an additional charge for up to three (3) individuals which must include your individual majority owner or Operating Principal if separate from Franchisee's majority owner, Franchisee's

approved manager and assistant managers Franchisee is solely responsible for all costs of accommodations, food, travel and salaries incurred during training. The training will take place approximately 30 days before Your franchised business is opened. Satisfactory completion of the initial training program is mandatory for the Operating Principal and Your approved full-time manager. In addition, WPI will spend seven days at your franchised location to assist you in preparing for and opening your franchised location.

(i) **Operation of Pizzeria** The Operating Principal and the controlling owner of Franchisee (if other than the Operating Principal), and a manager who meets WPI's requirements, must devote his or her full time and efforts in managing the general business matters and operations of the Pizzeria (or other related activities approved by WPI). Further, Franchisee, its owners and its operator, if any, may not, during the term of this Agreement, engage in any competing or conflicting enterprises or any business activity which would be detrimental or interfere with the operation or management of the Pizzeria. In addition, the Pizzeria must be at all times under the direct, on-premises supervision of the Operating Principal, or the Operating Principal shall employ a manager for such purpose, who shall have met the following requirements: (i) he or she has been properly trained by Franchisee, (ii) his or her identity has been disclosed in writing to WPI, and (iii) he or she has executed, at WPI's request, an agreement in the form provided by WPI agreeing not to divulge any trade secret or confidential or proprietary information, including the contents of the Manuals, or to engage in or have any interest in any other carry-out, dine-in or delivery pizza business. Franchisee must offer for final consumption, and not for resale, except in certain retail markets that are authorized in writing by WPI, all pizza and beverage products that WPI authorizes. WPI may change the types of authorized and required goods and services at any time and for any reason, and Franchisee is required to comply with these changes within 60 days after receiving notice of such changes and must offer the carry-out services and the delivery services described in Paragraph 4 of this Agreement. Franchisee is prohibited from offering or selling any products or services not authorized by WPI and from using the premises of the Pizzeria for any purpose other than the operation of the Pizzeria (or other related activities approved by WPI).

(j) Each equity or voting owner who directly or indirectly owns 5% or more of the franchised business or voting control of the Franchised Business, and their spouse or any legal domestic partner must guarantee the terms of this Agreement. Any newly designated owner must obtain WPI's approval in writing, sign a guarantee of this Agreement and have any spouse or legal domestic partner do so, and satisfactorily complete the training program at his or her expense.

(k) **Sanitation and Maintenance Standards** At its sole expense, Franchisee shall at all times maintain the interior and exterior of the Pizzeria premises, including all of the fixtures, signs, Computer Systems, and equipment, in a good, clean, attractive, and safe condition and repair.

(l) **Improvements** Franchisee shall refurbish its Pizzeria in addition to regular maintenance and repair within six months after receipt of written notice from WPI, to maintain or improve the appearance and efficient operation of the Pizzeria, to increase the sales potential, or to comply with WPI's standards and identity. Refurbishing may include: (i) replacement of worn out or obsolete equipment, Computer Systems, fixtures, furniture and signs, (ii) the substitution or addition of new or improved equipment (including safes), Computer Systems, fixtures, furniture and signs, (iii) redecorating, (iv) repair of the interior and exterior of the premises and repair and

resurfacing of parking facilities, and (v) structural modifications and remodeling of the premises. Franchisee will not be required to make aggregate expenditures for refurbishing in excess of \$6,000 per year or, except in connection with a renewal of the franchise or a successor franchise agreement, to effect any refurbishing of the Pizzeria during the last 12 months of the term of the franchise.

(m) **Dress and Grooming Standards** Franchisee shall maintain an adequate number of neat, clean, competent, and courteous employees at the Pizzeria to insure maximum customer satisfaction and consistent service. Franchisee shall require all employees to wear the clothing of such color, design, and other specifications as WPI may designate.

(n) **Hours of Operation** Franchisee shall operate the Pizzeria at such minimum hours and on such days as may be prescribed by WPI (except when the Pizzeria is untenable as a result of fire or other casualty) and shall maintain sufficient supplies of goods and products so as to operate the Pizzeria at maximum capacity and efficiency.

(o) **Sales Records, Financial Statements and Quarterly Advertising Expenditures** Franchisee agrees to furnish WPI with a report of Gross Sales for the prior week or month, including a tabulation of daily cash register tape or computer totals, certified to be true and correct by Franchisee, on or before the 5th day following the end of each week or month during the term of this Agreement. Franchisee agrees to maintain its accounting records in accordance with the accounting system employed by WPI, which system includes costs of all saleable products and services. Franchisee shall also furnish WPI on or before the 20th day following the end of each month with an updated financial statement prepared in accordance with generally accepted accounting principles, which will provide WPI with current results of Franchisee's operations. All financial statements and reports shall be supported by actual physical inventories of supplies and products on hand at the beginning and end of each monthly or other reporting period. All financial statements and reports shall be prepared following the format used by the WPI presently or as changed. If requested by WPI, Franchisee shall furnish more frequent reports of Gross Sales electronically, by telephone or as otherwise specified by WPI. Franchisee shall monthly at the same time as financial statements are delivered, or upon request of WPI, deliver to WPI copies of all sales tax reports, and copies of all business tax returns. In addition, Franchisee shall keep all financial and tax records for at least six years. WPI reserves the right to audit or cause to be audited the sales reports, financial statements and tax returns that Franchisee is required to submit to WPI, and Franchisee's other business records. In the event any audit discloses an understatement of the Gross Sales of Franchisee's Pizzeria for any period or periods, Franchisee must immediately pay to WPI the due and unpaid fees due under this Agreement and the amount, if any, plus interest due on these amounts. Further, in the event such understatement for any period or periods is 2% or more of the Gross Sales of the Pizzeria, or if such inspection or audit is made necessary by Franchisee's failure to timely furnish reports, supporting records, financial statements or other information required by this Agreement, Franchisee is obligated to reimburse WPI for the cost of such audit, including the charges of any independent certified public accountant and the travel expenses, room and board and compensation of WPI's employees incurred in conducting such audit. Franchisee is required to report Franchisee's quarterly advertising expenditures to WPI by the 30th day of each succeeding quarter, on forms to be determined by WPI.

(p) Entertainment and Vending Machines Unless first approved in writing by WPI, Franchisee shall neither allow any product, vending machine or entertainment device to be sold, displayed, situated, or used at the Pizzeria, nor permit any live entertainment, musicians, motion pictures, or other entertainment, including dancing, at the Pizzeria Pool tables and gaming machines must also be approved in writing by WPI

(q) Trade Name and Marks

(i) WPI's Marks licensed hereunder are the sole and exclusive property of WPI WPI may change, add to, or eliminate any of the Marks at any time Franchisee shall acquire no right to use any of the Marks except in connection with the operation of the Pizzeria at the approved location in compliance with this Agreement Franchisee shall not use any part of the Marks or any word or mark confusingly similar thereto as part of its legal entity name Franchisee shall use its best efforts to promote and protect Franchisee's and WPI's business interests and protect the goodwill and trade name of Westside Pizza Pizzerias and the Marks Franchisee also shall immediately notify WPI of any infringement of or challenge to Franchisee's use of the Marks WPI, though, is not obligated to protect Franchisee's right to the use of WPI's Marks, and further, is not obligated to protect Franchisee against any claim of infringement or unfair competition with respect to the Marks WPI is not obligated to indemnify Franchisee against or to reimburse Franchisee for any damages for which Franchisee is held liable in any proceeding arising out of Franchisee's use of the Marks

(ii) Franchisee must use the Marks solely in the manner, times, and media specified or approved by WPI Franchisee will use the Marks only as directed by WPI on all signs, advertising, menus, letterhead, telephone listings, and other materials with which the Pizzeria is identified Franchisee shall not use the Marks on any vehicle, except as expressly authorized by this Agreement Franchisee shall not use the Marks on the Internet (including mobile apps and social media), except as expressly authorized by WPI in writing WPI reserves exclusively the right to market and sell in these media and other electronically

(iii) If there should be asserted a claim of prior use of any of the Marks used in the Pizzeria, Franchisee, at Franchisee's expense shall use such other Marks as may then be provided by WPI, and Franchisee shall have no claim against WPI for any damages due to the change in Marks

(iv) If it becomes advisable at any time in WPI's sole discretion for Franchisee to modify or discontinue use of any Marks, Franchisee must do so WPI's sole obligation in such an event is to reimburse Franchisee for 50% of its actual, out-of-pocket costs incurred in changing exterior signage

(v) WPI retains and reserves the right in its sole discretion to manufacture and distribute products anywhere in the world, including Franchisee's Trade Area regardless of whether such products are authorized for sale in Westside Pizza Pizzerias

(vi) Franchisee must participate in and cooperate with multi-area marketing programs including Internet, yellow pages, directory, affinity, gift card and loyalty, contests and awards that WPI may develop in the future These programs may require cooperation

(including refraining from certain channels of marketing and distribution), participation (including payment of commissions or referral fees and purchase of Computer Systems), and adherence to pricing to the extent permitted by law

(r) **Legal Compliance** Franchisee is solely responsible for monitoring and enforcing the System standards within its Pizzeria, including all communications with Franchisee's employees and agents. If WPI provides Franchisee forms or practices, Franchisee is solely responsible for ensuring that Franchisee's forms and practices comply with local laws or other laws applicable to Franchisee's business. Any changes made by Franchisee to the System must be pre-approved by WPI in writing, and will generally only be approved to the extent necessary to comply with applicable law. At its sole expense, Franchisee shall secure and maintain in force all required licenses, permits and certificates and shall operate its Pizzeria in full compliance with all applicable federal, state and local laws, ordinances and regulations. In addition, Franchisee shall require each delivery driver to submit proof of insurance not less frequently than once every 90 days, or as required by Franchisee's insurance company, if it requires more frequent showing of such proof.

(s) **Right of Inspection** WPI has the right, at any time during business hours and without prior notice to Franchisee, to conduct reasonable inspections of the Pizzeria and its business records wherever located. WPI may provide written reports of any suggested changes or improvements for the operation or management and detail any defaults in operations which become evident as a result of an evaluation and inspection. Inspections of the Pizzeria will be made at WPI's expense, unless WPI is required to make any additional inspections in connection with Franchisee's failure to comply with this Agreement. In such event, WPI has the right to charge Franchisee for the costs of making all additional inspections in connection with such failure to comply including travel expenses, room and board, compensation of its employees, and the total cost of having a representative of WPI visit the Pizzeria until WPI shall determine that there is compliance. WPI will have the right to communicate directly with Franchisee's Operating Principal, or manager or assistant manager concerning all matters of an operational nature. Upon WPI's request, at all reasonable times, Franchisee will provide to us (electronically or CD at Our election) a video and/or digital images of the interior and exterior of Your Pizzeria as set forth in the Manuals.

(t) **Insurance** Franchisee must at all times during the term of this Agreement maintain in force at its sole expense

(i) property insurance on a replacement cost of the restaurant and all assets of the business, based at a minimum limit based on the total value of Franchisee's assets (including fire, extended coverage, vandalism and malicious mischief),

(ii) commercial general liability insurance, including contractual liability, food products-completed operations, personal and advertising injury, employment practices (including unfair labor practices and joint employer coverage), data breach, privacy breach, and cybercrime, and liquor liability, with minimum limits of liability for each type of insurance of \$1,000,000 each occurrence, \$2,000,000 general aggregate,

(iii) primary automobile liability insurance as described in Paragraph 4(b) of this Agreement,

(iv) workers' compensation insurance (in Franchisee's name) and other insurance as required by applicable law,

(v) business interruption insurance of at least \$1,000 per day,

(vi) employment practices liability insurance of at least \$1,000,000, and

(vii) umbrella policy for excess coverage on the policies described above up to \$3,000,000 of coverage

All insurance policies must be issued by an insurance carrier rated A or better by Alfred M Best & Company, Inc or an alternative company approved in writing by WPI, in WPI's sole discretion. All liability insurance policies must name WPI and the subsidiaries and affiliates which it designates, as additional named insured's entitled to the coverage afforded to all named insured's, without regard to any other insurance or self-insured program which WPI may have in effect, and must also provide that WPI receive 30 days prior written notice of termination, expiration, cancellation, modification, or reduction in coverage or limits of any such policy. WPI may also reasonably increase the minimum liability protection requirement annually and require different or additional kinds of insurance to reflect inflation, changes in standards of liability, higher damage awards in public, product or motor vehicle litigation or other relevant changes in circumstances. Franchisee must submit to WPI annually a copy of the certificate of or evidence of the renewal or extension of each such insurance policy or any modifications to any such insurance policy. If Franchisee at any time fails or refuses to maintain in effect any insurance coverage required by WPI, or to furnish satisfactory evidence of such insurance, WPI may, at its option and in addition to WPI's other rights and remedies under this Agreement, obtain such insurance coverage, on behalf of Franchisee, and Franchisee must promptly execute any applications or other forms or instruments required to obtain any such insurance. Franchisee shall also promptly pay to WPI on demand any costs and premiums incurred by WPI, together with an amount equal to 10% of the premium charged, as a fee to WPI. Franchisee's obligation to obtain and maintain the insurance described in this Agreement will not be limited in any way by reason of any insurance maintained by WPI.

(u) Notification of Legal Proceedings. Franchisee shall notify WPI in writing within seven days after the commencement of any action, suit or proceeding, or of the issuance of any order, writ, injunction, award, or decree of any court or government agency which may adversely affect Franchisee's financial condition or ability to perform its duties or meet its obligations hereunder.

(v) Indemnity. Franchisee shall pay all bills, debts, obligations and liabilities incurred in the operation of the Pizzeria and in the performance of off-site delivery services and shall indemnify and hold each Indemnified Party (as defined below) harmless there from. If an Indemnified Party is subjected to any claim demand or liability or becomes a party to any suit or other judicial or administrative proceeding by reason of any claimed act or omission of Franchisee, its employees or agents, or by reason of any act or omissions occurring on the Pizzeria premises

or otherwise relating to the business or operation of the Pizzeria, including acts or omissions relating to off-site delivery services, Franchisee shall indemnify each Indemnified Party and hold each Indemnified Party harmless from and against all judgments, settlements, penalties and expenses, including attorneys' fees, court costs and other expenses of litigation or administrative proceeding, incurred by or imposed on any Indemnified Party in connection with the investigation or defense related to such claim or litigation or administrative proceeding. The defense of such claim, litigation or administrative proceeding by an Indemnified Party, or by Franchisee on an Indemnified Party's behalf, shall be at the sole cost and expense of Franchisee, who shall hold each Indemnified Party free and harmless from all such obligations and liabilities and shall reimburse the Indemnified Party for all expenses incurred therein, including attorneys' fees. Further, the Indemnified Party shall have the right independently to take any action it may deem necessary, in its sole discretion, to protect and defend itself against any threatened action subject to indemnification hereunder, without regard to expense, forum or other parties that may be involved. As used in this Agreement, the term "Indemnified Party" means WPI and any owner, subsidiary or affiliated company of WPI, and any manager, officer, director, partner, employee, representative or agent of WPI or of any such subsidiary or affiliated company. Franchisee's indemnification obligations described above will continue in full force and effect subsequent to and notwithstanding the Termination of this Agreement.

(i) In addition to and without limiting the above, such indemnification by Franchisee includes those losses, liabilities, damages, costs and expenses whatsoever, arising out of or related to, or in any way connected with Franchisee or Franchisee's acts, errors or omissions in the operation of the Pizzeria or the franchise business generally, and including any allegation that You are Our employee, or that We are a joint employer or otherwise responsible for the acts or omissions relating to Your employees, and other laws regarding public accommodations for persons with disabilities.

(w) Copyrights WPI owns copyrights in various works. WPI shall have the right, in its sole discretion, to grant to Franchisee a revocable, non-exclusive, royalty-free license to reproduce, copy, and distribute copyrighted works selected and made available to Franchisee by WPI, but any such license shall not include the right to make adaptations or derivative works based upon the licensed works. WPI and Franchisee have the same rights and obligations in relation to copyrights as they do, respectively, in relation to WPI's Marks under of this Agreement. Any marketing or System improvements or modifications Franchisee suggests, creates or uses becomes WPI's property and are considered "works-for-hire" ("Works-for-Hire") as defined in Section 101 of Title 17 of the United States Code (the Copyright Act), are Our sole and exclusive property, and can be used by WPI or other franchisees without compensation to Franchisee and may be made available on Our website or intranet site, if any. WPI is entitled to use and license others to use the any works-for-hire unencumbered by moral rights. To the extent Franchisee has any moral or similar rights in the advertisement, materials or derivative, Franchisee expressly waives those rights.

(x) Warranties, Surveys, and Service Franchisee must honor any "Satisfaction Guaranteed" or other warranty policy specified by WPI. Currently, the specified policy is as follows: "Franchisee must replace any pizza or refund money to any customer who returns half of more of a pizza, and is unsatisfied for any reason. The Pizzeria must also have this guarantee in printing on menu flier or pizza box. The Pizzeria may suspend warranty for any customer who is

repetitively using guarantee under false pretense ” WPI may change, add to, or eliminate warranty policies at any time WPI may at its own expense poll customers or hire mystery shoppers to evaluate customer service WPI may require Franchisee to re-train or replace any employee not upholding customer service requirements as specified in the Manuals WPI is not liable for any guarantee or warranty Franchisee makes to a customer or other third-party, unless WPI agrees in writing to make such a guarantee or warranty Franchisee will not make any unauthorized guarantee or warranty, or misrepresent or omit to state any warranty or guarantee that WPI authorizes in writing Neither Franchisee nor WPI shall provide customers of the Pizzeria with a guarantee of time within which a delivery will be made

(y) Non-Contravention Franchisee agrees that Franchisee will not, at any time, undertake any action, either verbally or in writing, to circumvent, contravene, disparage or undermine the purposes of this Agreement, the System, Westside Pizza International Inc or its officers, owners, partners, directors, members, managers, representatives, agents or employees

(z) Franchisee’s Employees Franchisee is solely responsible for the hiring, firing, compensation, benefits and managing and training of Franchisee’s employees WPI does not assist Franchisee in the hiring, firing, management or other employment decisions regarding Franchisee’s employees, or in creating any policies or terms and conditions related to the management of Franchisee’s employees or their employment

(aa) Pricing WPI may, to the degree permitted by law, suggest retail prices and specify maximum and/or minimum pricing Franchisee may charge for products and services If We impose a maximum price for any product or service, Franchisee may charge any price for the product or service up to and Including the maximum pricing WPI imposes, but Franchisee may not charge any price in excess of the maximum pricing If We impose minimum pricing for any product or service, You may charge any price down to and Including the minimum pricing imposed, but You may not charge any price below the minimum pricing set by Us Franchisee cannot advertise, market or promote (whether by telephone, printed or electronic materials, or any other media, including social media) prices lower than, or inconsistent with, WPI’s suggested prices outside of Franchisee’s Trade Area Our pricing policies are intended to benefit the System as a whole and may not maximize Your profits

(bb) Licensee may not create a website or social networking site or engage in marketing on the Internet, including posting for re-sell, items on third-party re-sell or auction style websites such as, eBay®, Craigslist or Amazon.com, without WPI’s prior written permission If Franchisee receives permission for Franchisee’s own website or social networking or Social Media site from WPI, all content placed on the site must be pre-approved by WPI, in writing, and Franchisee may be required to use WPI’s or other designated website designer to create the site for a fee (see Item 6) Franchisee may be allowed to place pre-approved information concerning your franchise business on our website and social networking sites such as Facebook, as developed by us You are required to provide us all usernames, passwords and account information and any other information related to any of your websites and social media and social network site accounts, or provide us with administrator access, immediately upon our request You may not claim any web listing on sites such as Yelp or Yellowpages.com You must strictly comply with the policies and procedures established by us regarding websites, social networking sites, and

Internet marketing Failure to strictly follow our policies and procedures is grounds for termination of the franchise agreement

10 NON-COMPETITION

(a) Covenant Not to Compete

(i) During the term of this Agreement including any extended or renewal or successor term, neither Franchisee nor any of its owners, managers, employees or agents, or their immediate families, or domestic partners, may, either directly or indirectly, for the benefit of Franchisee or its owners or through or on behalf of or in conjunction with any other person, partnership or corporation, own, engage in, be employed by, advise, assist, invest in, franchise, make loans to, or have any interest, whether financial or otherwise, in any other carry-out, dine-in or delivery pizza restaurant business, or in any fast service restaurant business that features pizza or that delivers pizza Franchisee's owners, members, directors, officers, managers and shareholders must execute the standard Non-Disclosure and Non-Competition Agreement Confidential Recipe Agreement for Principals attached as Schedule 3 and Schedule 4 respectively These non-competition and confidential recipe agreement exhibits are incorporated by reference herein A copy of all such agreements must be promptly delivered to WPI within one (1) week of signing this Agreement for all Principal agreements, and within one (1) week of any ownership changes within Franchisee's entity

(ii) For a period of two years after Termination of this Agreement, within a radius of 20 miles of the Pizzeria, neither Franchisee nor any of its owners, managers, employees or agents, or their immediate families, or domestic partners, may, either directly or indirectly, for the benefit of Franchisee or its owners or through or on behalf of or in conjunction with any other person, partnership or corporation, own, engage in, be employed by, advise, assist, invest in, franchise, make loans to, or have any interest, whether financial or otherwise, in any other carry-out, dine-in or delivery pizza restaurant business, or in any fast service restaurant business that features pizza or that delivers pizza

(a) In the event Franchisee or any guarantor other person bound by a Your non-competition agreement, competes during the term of non-competition, this non-compete time period will be extended for the period of competition, plus an additional six (6) months

(b) Damages Franchisee acknowledges that the damages to WPI arising from a violation of this covenant by Franchisee are difficult to ascertain and agrees that, for each month that Franchisee operates a business in violation of this Paragraph 10, WPI shall be entitled to liquidated damages, in addition to its other remedies under law or equity, equal to the average Royalty Fee paid or owed to WPI during the most recent six months of full operation of the Pizzeria that Franchisee operates or operated pursuant to this Agreement If Franchisee has not operated the Pizzeria for six months or more, Franchisee shall pay to WPI the average Royalty Fee paid or owed to WPI during the actual period that Franchisee operated the Pizzeria pursuant to this Agreement

(c) Employees Neither Franchisee nor its owners, managers, employees or agents may, during the term of this Agreement, during any renewal, successor or extended term, or for two years thereafter, directly or indirectly employ any person who is employed by WPI, by any entity controlled by WPI or by any other of its franchisees, nor may Franchisee or its owners induce or attempt to induce any of these people to leave their employment without WPI's prior written consent and the consent of their employers WPI will not induce or attempt to induce Franchisee's employees to leave their employment with Franchisee and become employed by WPI or its subsidiaries or affiliates without Franchisee's consent, while Franchisee is in compliance with this Agreement

11 RIGHT OF FIRST REFUSAL

If Franchisee or any of its owners propose to sell or assign or encumber (i) the Pizzeria (or a substantial part of its assets), or (ii) this Agreement in whole or in part, or (iii) the Location or lease, or (iv) if Franchisee is a legal entity, any interest in the entity (a "Transfer"), such Transfer may only be made with WPI's written consent In the case of a Transfer or proposed Transfer, Franchisee or its owner must obtain a bona fide executed written offer from the Transferee relating to the terms of the proposed Transfer, and Franchisee or its owners must deliver a copy of the bona fide offer to WPI along with all documents to be executed by Franchisee or its owners and the proposed transferee WPI will, for a period of 30 days after the date of delivery of such offer to it, have the right, exercisable by written notice to Franchisee or its owners, to purchase the Pizzeria (or its assets) or such ownership interest for the price and on the terms and conditions contained in such offer If the offer is to purchase the interest of an owner and is for less than all of the outstanding interests of the owner, WPI also has the right, during the 30 day period upon written notice to the other owners, to purchase the remaining owner interest at a per unit or interest price equivalent to the price being offered under the bona fide offer to the owner If WPI does not exercise this right of first refusal, the offer may be accepted by Franchisee or its owners, subject to WPI's prior written approval If the offer is not accepted within 60 days, WPI will again have the right of first refusal described in this Paragraph

12. TRANSFER AND ASSIGNMENT

(a) Transfer by Franchisee This Agreement is personal to Franchisee and its owners Accordingly, neither Franchisee nor its owners may make a Transfer except as specifically authorized under this Agreement A Transfer may only be made with WPI's approval Any such Transfer without WPI's approval will have no effect and will constitute a breach of this Agreement WPI may condition its permission to make a Transfer on the following

(i) Franchisee provides WPI notice of Franchisee's intent to Transfer at least 60 days prior to the proposed effective date of the Transfer, accompanied by all information related to the proposed Transfer required by law or that we request,

(ii) Franchisee (or any of its owners) is not in default under this Agreement or any other agreement with WPI or its subsidiaries or affiliates or with any creditor or supplier of the Pizzeria,

(iii) the transferee signs a new franchise agreement and related agreements (including individual and spousal guarantees) with WPI in WPI's then-current form that may vary materially from this Agreement, but that are the same generally as other new and renewing franchisees, transferees must also sign WPI's form of transfer addendum, WPI may at its option instead require the transferee to assume the original franchise agreement, in which case the parties will sign WPI's form of an assumption, consent, and mutual release agreement, it is WPI's option to allow transferees to receive the full initial term contained in any such franchise agreement, or just Franchisee's remaining term,

(iv) All debts of Franchisee to WPI are paid in full prior to such transfer,

(v) Franchisee executes a general release, in a form satisfactory to WPI, of any and all claims against WPI and its past and present officers, directors, owners, employees and agents, in their corporate and individual capacities,

(vi) The proposed transferee (and its controlling owner and all other owners if it is a legal entity) meets WPI's standards for franchisees and owners including good reputation and character, business experience, operational ability, financial strength and other business considerations,

(vii) The proposed transferee (and its owners) is not operating, franchising or licensing the operation of any pizza business or business that features or delivers pizza, except other Westside Pizza Pizzerias,

(viii) The proposed transferee (and its owners) agrees to sign WPI's then-current standard franchise agreement for a term equal to, at WPI's election, the remaining term of this Agreement, the remaining term of the existing lease for the Pizzeria premises, or the term set forth in the then-current standard Franchise Agreement,

(ix) The proposed transferee (or the person designated by WPI) completes all required training to the extent required by WPI,

(x) At WPI's request, the proposed transferee refurbishes the Pizzeria,

(xi) The proposed transferee pays a Transfer Fee of \$4,500 to cover WPI's costs in approving and processing the assignment, and

(xii) The proposed transferee qualifies as a transferee of the alcoholic beverage license applicable to the Pizzeria

Franchisee acknowledges that WPI may, in its sole discretion and as it may deem necessary in particular circumstances, vary or waive conditions or requirements which WPI deems necessary for the operation of the franchised business in connection with its approval of a transfer

(b) **Transfer to Owned Legal Entity** WPI will allow Franchisee to assign this Agreement and the Pizzeria (and its assets) to a legal entity, for convenience of ownership of the Pizzeria, provided

(i) The legal entity is wholly owned by Franchisee or its owners, and is newly formed and conducts no business other than the Pizzeria (or other related businesses authorized by WPI),

(ii) The legal entity is actively managed by Franchisee or its owners,

(iii) The person designated as the controlling owner controls not less than 70% of the equity and voting power of the entity, and

(iv) All other owners meet the requirements established by WPI in its sole discretion and agree to guarantee the obligations of Franchisee under this Agreement and be bound by the terms of this Agreement in the manner prescribed by WPI, and have any spouse or legal domestic partner do so. The articles of incorporation or the organization documents of any legal entity must recite that they are subject to all restrictions contained in this Agreement. WPI also has the right to require, as a condition of any Transfer to a legal entity, that the owners enter into a buy/sell agreement among themselves in a form and containing such terms as WPI prescribes for Transfers of ownership interests in such legal entity.

(v) The proposed transferee qualifies as a transferee of the alcoholic beverage license applicable to the Pizzeria.

(c) No Sub-Franchise Rights. Franchisee does not have the right to grant a sub-franchise or similar rights.

(d) Offerings by Franchisee. Transfers of ownership interests in Franchisee that are subject to securities laws may be offered by private offering or otherwise, only with the prior written consent of WPI. All materials required for such offering by federal or state law shall be submitted to WPI for review 30 days prior to their use or filing with any government agency, and any materials to be used in any offering that is claimed to be exempt from registration under federal or state securities laws shall be submitted to WPI for review 30 days prior to their use. No offering by Franchisee shall imply by use of the Marks or otherwise that WPI is participating in underwriting, issuing, or offering securities of Franchisee or WPI. WPI's review of any offering materials shall be limited solely to matters deemed relevant by WPI, and WPI's failure to comment on any items shall not be deemed approval. Franchisee and the other participants in the offering must fully indemnify WPI in connection with the offering. For each proposed offering, Franchisee shall pay to WPI a non-refundable fee not to exceed WPI's reasonable costs and expenses associated with reviewing the proposed offering including legal and accounting fees.

(e) Transfer by WPI. WPI shall have the right to sell, assign, or transfer all or any part of its interests to this Agreement, or its assets or ownership, to any person or entity without prior notice to or consent of Franchisee. Except as otherwise expressly provided herein, this Agreement shall inure to the benefit of and shall bind the heirs, executors, personal representatives, administrators, successors, and assigns of WPI and Franchisee.

13 OPERATION IN THE EVENT OF ABSENCE, DISABILITY OR DEATH

(a) Death of Franchisee. Upon the death or permanent disability of Franchisee or the death or permanent disability of the controlling owner, this Agreement or the ownership

interest of the deceased or permanently disabled owner must be transferred to a party approved by WPI. Any such transfer, including transfers by devise or inheritance or trust provisions, will be subject to the same conditions for Transfers that are contained in this Agreement. Except as otherwise prescribed in writing by WPI, Franchisee's personal representative or the personal representative of such owner must submit to WPI a proposal meeting the requirements for Transfer of this Agreement or such ownership interest within 120 days after Franchisee's death or permanent disability or the death or permanent disability of such owner. WPI will communicate its approval or disapproval of any such proposal within 15 days after receipt. WPI will not unreasonably withhold its consent to the transfer of this Agreement or such ownership interest to Franchisee's spouse or legal domestic partner, heirs or relatives or the spouse or legal domestic partner, heirs or relatives of such deceased or permanently disabled owner, provided the general requirements for a Transfer of this Agreement are satisfied. WPI, during such 120-day period, will evaluate any proposal regarding transfer of this Agreement or such ownership interest. Franchisee's personal representative or the personal representative of such deceased or permanently disabled owner must complete the transfer of this Agreement or such ownership interest within 60 days after the date of WPI's approval of any such proposal. Upon the death of any other owner, the interest of such owner must be transferred within a reasonable time to a person meeting WPI's requirements. All such transfers must also comply with the general Transfer requirements of this Agreement, including qualification of the proposed transferee as a transferee of the alcoholic beverage license applicable to the Pizzeria. Franchisee's failure, or the failure of any of its owners, to transfer the interest in accordance with the provisions of this Paragraph will be considered a breach of this Agreement.

(b) **Permanent Disability** Franchisee will be deemed to have a "permanent disability" if Franchisee's or its owners' usual, active participation in the Pizzeria as contemplated by this Agreement is for any reason curtailed for a continuous period of six months.

(c) **Appointment of Manager** WPI has the right to appoint a manager for the Pizzeria if in WPI's judgment the Pizzeria is not being managed properly after Franchisee's death or permanent disability (or the death or permanent disability of an owner if Franchisee is a legal entity). The manager appointed by WPI may be WPI, in its capacity as a restaurant management business. In no event will WPI charge more to Franchisee's Pizzeria in management fees than it charges its own affiliated entities. All funds from the operation of the Pizzeria during the management by WPI's appointed manager will be kept in a separate fund, and all expenses of the Pizzeria, including compensation, other costs and travel and living expenses of WPI's manager will be charged to this fund. In managing the Pizzeria, WPI's obligation will be to use its reasonable efforts and WPI will not be liable for any debts or obligations of the Pizzeria, or to any of Franchisee's creditors for any products, materials, supplies or services purchased by the Pizzeria prior to or during WPI's management.

14 DEFAULT AND TERMINATION

(a) **Grounds for Termination** WPI may terminate this Agreement before the expiration of its term if Franchisee breaches or violates and fails to cure, if curable, any material term, condition or provision of this Agreement in any respect or default in the performance or fulfillment of any material term or provision of this Agreement, including those breaches set forth

herein below Paragraphs (b) (i) – (iii) below, provide a specified cure period for certain breaches or defaults, while Paragraphs (c) (i) – (xiii) below list non-curable breaches or defaults

(b) Defaults with Cure Periods

(i) 48-Hour Cure Period Franchisee will have 48-hours to cure the following violations and defaults of this Agreement

(a) Franchisee fails to obtain or maintain insurance required by WPI and does not correct such failure within 48 hours after written notice is delivered to Franchisee, provided, however, that WPI will not exercise its right to terminate this Agreement if Franchisee immediately ceases operating the Pizzeria and obtains all such insurance within 10 days after written notice is delivered to Franchisee,

(b) Franchisee fails any health code or safety inspection All health code and safety violations must be cured within forty-eight (48) hours of an inspection by WPI or the applicable governmental agency overseeing restaurant safety, except for threats to the public safety which may be cause for immediate termination

(ii) 7-Day Cure Period Franchisee will have seven (7) calendar days to cure the following violations and defaults of this Agreement

(a) Franchisee fails to comply with any provision of this Agreement or of the Manuals or the System relating to the use of any Marks or the quality of pizza or any beverage sold or the cleanliness or sanitation of the Pizzeria,

(b) Franchisee performs or undertakes any action to undermine or circumvent this Agreement, the System or Westside Pizza International, Inc as more fully set forth in paragraph 9 (w) above

(iii) 30-Day Cure Period All other defaults and breaches of this Agreement not otherwise addressed by this Section 14

(c) Non-Curable Defaults WPI has the right to immediately terminate this Agreement and the franchise business effective upon delivery of notice of termination to Franchisee, if

(i) Franchisee or any of its owners have made any material misrepresentations on its application for the franchise or has made any representation or warranty or provided WPI with any information which is untrue or inaccurate in any material respect,

(ii) Franchisee does not open the Pizzeria within 12 months after the date of execution of this Agreement,

(iii) Franchisee or any of its owners is judged a bankrupt, becomes insolvent, makes an assignment for the benefit of creditors, is unable to pay its debts as they become due, a petition under any bankruptcy law is filed against Franchisee or any of its owners or a receiver or other custodian is appointed for all or substantially all of the assets of the Pizzeria,

(iv) Franchisee abandons or fails to continuously and actively operate the Pizzeria,

(v) The lease or sublease for the Pizzeria is terminated or cancelled or Franchisee is unable to renew or extend the lease or sublease or Franchisee fails to maintain possession of the Pizzeria premises (unless Franchisee is permitted to relocate the Pizzeria as provided in this Agreement),

(vi) Franchisee or any of its owners is convicted of a felony or other crime that substantially impairs the goodwill associated with the Marks or engages in any misconduct which, in WPI's judgment, adversely affects the reputation of the Pizzeria or the goodwill associated with the Marks,

(vii) Franchisee intentionally underreports the Gross Sales of the Pizzeria for any period or periods,

(viii) Any other Franchise Agreement between Franchisee or any of its owners and WPI is terminated by WPI for cause,

(ix) Franchisee or any of its owners fails to comply with any other provision of this Agreement or the Manuals or the System and fails to correct this failure within 30 calendar days after written notice is delivered to Franchisee,

(x) Franchisee fails to pay any amount owed to WPI, its affiliates or subsidiaries, or any creditor or supplier of Franchisee or the Pizzeria or any taxing authority for federal, state or local taxes (other than amounts being bona fide disputed through appropriate proceedings) and does not correct such failure within 20 days after written notice is delivered to Franchisee, or

(xi) Franchisee or any of its owners on three or more occasions within any twelve-month (12) period fails to comply with any one or more provisions of this Agreement including the obligation to submit when due, sales reports or financial statements, to pay when due the Royalty Fees, Marketing Fund Fee, or other payments to WPI or its affiliates or subsidiaries or any other creditors or suppliers of Franchisee or the Pizzeria, whether or not such failure to comply is corrected after notice is delivered to Franchisee

(xii) Franchisee loses its alcoholic beverage license applicable to the Pizzeria

(xiii) Franchisee's maintenance or operation of the Pizzeria or Business results in a threat or danger to public health or safety

In addition to its other remedies, upon material default in the Franchise Agreement, WPI may increase the royalty to 5% of Gross Sales for the remainder of the term of this Agreement

(d) **Certain Obligations upon Termination** In addition to those obligations set forth below in Section 15, upon Termination, Franchisee must make the Pizzeria accessible and available for WPI to operate if WPI elects to do so. If Franchisee fails to take any of these measures,

it shall pay to WPI a fee of \$2,500 for the expense of handling the matters referred to in the prior sentence. Furthermore, upon Termination of this Agreement, if any business is carried on in the location formerly occupied by the Pizzeria, Franchisee must, at its own expense, and within 5 days of termination or expiration of this Agreement, make such modifications in the exterior and interior decor and signage of the premises to eliminate its identification as a Westside Pizza® Pizzeria, and must provide photos and videos demonstrating the full compliance with the de-identification

(e) **Purchase of Pizzeria Assets** Upon the Termination of the franchise, except Termination by Franchisee for cause, WPI has the option, but not the obligation, exercisable for 30 days, to purchase the assets of the Pizzeria at the fair market value of the tangible assets, with no value given to goodwill, trademarks, or other intangible assets. Within five (5) days after Termination, Franchisee will send to WPI current monthly financial statements up to the end of the previous month, any delinquent records and reports, copies of business tax returns for the prior 24 months, a list of assets and their cost, a list of payables and receivables, a list of material contracts including insurance, supplier, employment, leases, loans and financing, and copies of these contracts if requested by WPI. WPI will be given access to the premises and to business records. WPI generally will not assume, and therefore may exclude from its purchase, unsecured liabilities and payables. WPI may also exclude any items not complying with the then-current Manual, and items not usable in the Pizzeria. Within 10 days of receiving the required information from Franchisee, WPI will make an offer in writing for the assets at their fair market value (the value that a willing buying would pay for used equipment and other assets and not as a going concern). Franchisee must accept that offer within 10 days of receipt, and turn over control of the assets to WPI, or provide evidence in the form of an appraisal or comparable sales data of an alternative fair value of the assets. WPI thereafter will have five days to make a counteroffer or to decide not to buy the assets. If the parties cannot agree on the value of the assets, Franchisee will nevertheless turn over control of the assets to WPI within 30 days after Termination and seek payment of its alleged value as any other alleged breach of this Agreement.

(f) **Liquidated Damages** If this Agreement is terminated other than for non-renewal/successor agreement or mutual termination, in addition to other remedies available under this Agreement, WPI will be entitled to liquidated damages. Liquidated damages will be equal to the higher of fifty thousand dollars (\$50,000) or the total expected royalty payments to be made over the then-remaining term of the franchise agreement multiplied by sixty percent (60%) of Franchisee's highest monthly royalty payments made prior to default. For example, if the highest royalties paid in a month during the term of this Agreement were three thousand dollars (\$3,000) and there were thirty-six (36) months remaining on the term of this Agreement, WPI's liquidated damages would be \$64,800 ($\$3,000 \times 60\% \times 36 = \$64,800$).

15. OBLIGATIONS AT TERMINATION OR EXPIRATION

(a) Upon Termination of this Agreement for any reason, Franchisee will immediately cease to be WPI's franchisee and must

(i) **Payments Due** Immediately pay for all product purchases, royalty and marketing fees and other charges, fees and obligations owed or accrued to WPI, Our affiliates or designated suppliers. In addition, Franchisee will be responsible to pay Us any post-term expenses, including, attorney's fees and costs to enforce Your post-term obligations.

(ii) **Cease Use** Not hold Yourself out as a Westside Pizza® franchisee or Pizzeria and immediately comply with the following permanently cease to advertise or in any way use the System, Intellectual Property, materials, methods, procedures, processes and other commercial property, or promotional materials provided by or licensed to You by Us or in any way connected with the Pizzeria or System

(iii) **Disassociation** Take all necessary steps to disassociate Yourself from the System and Your Pizzeria, Including the removal of signs, destruction of letterheads, changing of telephone listings, telephone numbers, Internet sites and web pages and the like and to assign and transfer the telephone listing, telephone numbers, e-mail addresses, URL's, home and other web pages and Social Media pages to Us. If You fail or refuse to do so, the telephone company, URL and hosting companies, and other listing agencies may accept this Agreement as evidence of Our exclusive rights in and to such telephone number(s), Internet websites, URL's, and Social Media pages and listing and its authority to direct their transfer. You hereby appoint Us as Your attorney-in-fact for the above transfers

(iv) **Cancel DBA** Take such action as will be necessary to amend or cancel any assumed name, fictitious or business name or equivalent registration, which contains any Mark of Ours or in any way identifies You as being affiliated with Our System

(v) **Notify Suppliers** Immediately notify all suppliers, utilities, creditors and concerned others that You are no longer affiliated with Us or the System and provide proof to Us of such notification. You covenant not to use any of Our trade secrets or confidential or proprietary information or materials following the Termination of this Agreement and not to identify any present or future business owned or operated by You as having been in any way associated with Us or the System

(vi) **Return Materials** At Your cost, return to Us by first class prepaid United States Mail, (Including originals and any copies) Our Manuals, all training, marketing and promotional aids and materials and all other printed materials and any other Confidential Information obtained by You from Us pertaining to the operation of Your Pizzeria

(vii) **Modification of Premises** You will, at Your expense, alter, modify and change both the exterior and interior appearance of Your Pizzeria Premises to Our satisfaction, so that it will be easily distinguished from the standard or common appearance of a Westside Pizza® business and will cease using the signs, displays, advertisements, promotional materials and the like that are unique or distinctive to the System

(viii) **Pay Damages** Pay to Us all costs, damages and expenses, Including reasonable attorney's fees incurred by Us in obtaining injunctive or other relief to enforce any provision of this Agreement

(ix) **Proprietary Information** Cease using or availing Yourself of any of WPI's proprietary or Confidential Information

(x) **Customer Lists** Provide Us with the Customer Lists for all current, prior and expectant customers of the Pizzeria

(xi) General Release Execute a general release by Franchisee and Your guarantors

(xii) Evidence of Compliance Furnish evidence satisfactory to Us of compliance with this Section 16(a) within thirty (30) calendar days after the Termination of this Agreement

(b) Upon Termination of this Agreement or any Successor Franchise, for any reason

(i) No Compensation No payment is due to You from any source on account of any goodwill, intangible assets or other equity claimed by You arising from Your operation or ownership of Your Pizzeria, or otherwise All goodwill connected in any way with Your Pizzeria or the System belongs now and in the future exclusively to Us

(ii) No Refund No fees, charges, royalties, marketing fees or other payments of any kind from You to Us are refundable in whole or in part

(iii) No Equity You will have no equity or other continuing rights to use the System, Intellectual Property or goodwill of the Pizzeria

(iv) Payment to Customers You must refund all customer gift card and gift certificate amounts as required under Your state's applicable laws In the event We are required to pay any customer reimbursement amounts, You will be responsible to pay Us the reimbursement amount, plus a fee of two hundred and fifty dollars (\$250) for Our time

(v) Survival of Provisions All of the provisions of this Agreement, which by their terms or implication apply following the Termination of this Agreement, will survive and will apply following Termination of this Agreement, Including Your obligation to pay all amounts owed, and You will continue to observe the confidentiality, non-competition and other restrictions of this Agreement and the provisions with respect to arbitration and dispute avoidance

(c) Cumulative Rights Our rights provided above are cumulative and in addition to any other right or remedy available at law or in equity

16 UNAVOIDABLE DELAYS

In the event of failure to perform or delays in the performance of any duties hereunder caused by unpredictable forces not within the reasonable preventive control of the party due to perform, for example (without limitation), government regulations, fire, flood, labor disputes, natural disasters, acts of God, civil disorders, riots, insurrections, work stoppages, slowdowns or disputes, or other similar events, such failures or delays shall not cause a default in performance, but, in the event of delay, the parties shall extend the time of performance, but only for the time that the delay is unavoidable, and only to the extent the delay cannot be mitigated Provided that this section shall not apply to or extend the time for any payment or the term of this Agreement

17 SEVERABILITY AND CONSTRUCTION

(a) **Severability** Each provision of this Agreement shall be considered severable, and if, for any reason, any provision is determined to be invalid by a court or agency having valid jurisdiction, such shall not impair the operation of other provisions of this Agreement

(b) **No Rights to Others** Except as expressly provided to the contrary herein, nothing in this Agreement is intended, nor shall be deemed, to confer upon any person or legal entity other than the parties any rights

18 RELATIONSHIP BETWEEN PARTIES

(a) **No Fiduciary or Agency Relationship** It is understood and agreed by the parties hereto that this Agreement does not create a fiduciary relationship between them, that Franchisee is an independent contractor, and that neither party is an agent, legal representative, subsidiary, joint venture, partner, employee, or servant of the other for any purpose whatsoever. Neither party will be bound by the other, except as set forth in this Agreement

(b) **Independent Contractors** Franchisee will not permit the general public to confuse itself with WPI, and may not enter into contracts or obligations that bind WPI. Franchisee will prominently state and show to the public and to its employees Franchisee's legal entity name, and that Franchisee is "independently owned and operated," in a manner that WPI approves. For example, in all forms used with vendors, customers and employees (including paychecks), Franchisee must use its full legal entity name, and may not use any of the Marks unless approved in writing. Use of the Marks will not be permitted on employee forms

(c) **Operations and Employees** Franchisee is solely responsible for its own operations and employees, including hiring, firing, discipline and other employment practices. Franchisee will notify its employees in writing that Franchisee is their employer, and that WPI is not their employer or a joint employer, and will provide WPI with a signed acknowledgment in a form that WPI approves from each employee before that employee starts to work for Franchisee

(d) **Indemnification** Franchisee understands and agrees that nothing in this Agreement authorizes Franchisee to make any contract, agreement, warranty, or representation on WPI's behalf, or to incur any debt or other obligations in WPI's name, and that WPI shall in no event assume liability for, or be deemed liable as a result of, any such action, or by reason of any act or omission of Franchisee. Franchisee shall indemnify and hold WPI, its subsidiaries and affiliates, and their respective officers, directors, owners, employees and agents harmless against any and all claims relating to or arising directly or indirectly from, as a result of, or in connection with the Pizzeria and with Franchisee's activities, as well as the costs, including attorneys' fees, of defending against them

19. NO WAIVER

No failure of WPI to exercise any power given to it hereunder, or to insist on strict compliance by Franchisee with any obligation or condition hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of WPI's right to demand exact compliance with the terms hereof. Waiver by WPI of any particular default by Franchisee

shall not affect or impair WPI's rights with respect to any subsequent default of the same or of a different nature, nor shall any delay or omission of WPI to exercise any rights arising from a default affect or impair WPI's rights as to the default or any subsequent default. WPI may treat each situation and each franchisee differently, as it deems appropriate.

20 NOTICES

(a) **Notices** All notices permitted or required under this Agreement will be in writing and will be delivered as follows with notice deemed given as indicated: (i) by personal delivery when delivered personally, (ii) by overnight courier upon written verification of receipt, (iii) by facsimile transmission when confirmed by facsimile transmission, during normal business hours, Monday through Friday, holidays excepted, (iv) through the email address below or other verified email address when confirmed by receipt verification, which verification will not be withheld or otherwise denied, or (v) by certified or registered mail, return receipt requested, three (3) days after deposit in the mail addressed to the parties' addresses set forth on the first page of this Agreement.

(b) **Delivery** If Franchisee refuses or fails to accept any certified or overnight delivery, acceptance will be deemed to have occurred forty-eight (48) hours after rejection or failure to accept such notice. Any notice delivered by mail in the manner herein specified will be deemed delivered and received three (3) days after mailing.

(c) **Listed Addresses** The address specified herein for services of notices may be changed at any time by the party making the change by giving written notice to the other party by certified mail or as otherwise agreed by WPI and Franchisee. Any notice to Franchisee may be delivered to the address set forth above or to the address of the Pizzeria or Your office.

21 DISPUTE RESOLUTION; LAW AND JURISDICTION

(a) **Quick Resolution** Franchisee and WPI understand that there is always a possibility of differences of opinion or other disagreements in any business relationship and agree that it is important to resolve any disputes amicably, quickly, inexpensively and professionally and to return to business as soon as possible. Except for payments owed by Franchisee to WPI or as otherwise expressly provided for herein, You and We agree that in the event any controversy, dispute or claim whatsoever ("Dispute") arises between WPI and Franchisee in connection with, arising from, or with respect to, any provision hereof, the relationship created herein, or the validity of this Agreement or any provision hereof, or the offer and sale to Franchisee, such Dispute will be handled as follows:

(b) **Face-to-Face Meeting** First discussed in a face-to-face meeting between WPI and Franchisee at Our headquarters in Boise, Idaho or Our then-current headquarters and within thirty (30) days after either You or We give written notice to the other proposing such a meeting. We have the right, in Our sole discretion, to waive this requirement.

(c) **Arbitration** If in the opinion of either Franchisee or WPI the face-to-face meeting has not successfully resolved such matters, at the request of either WPI or Franchisee, any Dispute will be submitted for arbitration to the offices of the American Arbitration Association in accordance with its commercial arbitration rules in effect. All arbitration hearings will be

conducted exclusively in Salt Lake City, Utah. The arbitrator will have the power and jurisdiction to decide such controversy or dispute solely in accordance with the express provisions of this Agreement. The arbitrator will render a written opinion setting forth the facts found, law applied and reasons for the decision.

(i) **Arbitration Proceedings** In any arbitration, the parties will be entitled to specific performance of the obligations under this Agreement. The arbitrator may award or otherwise provide for temporary restraining orders, preliminary injunctions, injunctions, attachments, claim and delivery proceedings, temporary protective orders, receiverships and other pre-judgment, equitable and/or interim relief as appropriate pending final resolution by binding arbitration of a Dispute, as well as in connection with any such final resolution, and may issue summary orders disposing of all or part of a Dispute at any point. Each party consents to the enforcement of such orders, injunctions, etc., by any court having jurisdiction. Offers and/or other communications made in connection with, or related in any way to, mediation, possible settlement or other resolution of a Dispute will not be admitted into evidence or otherwise used in connection with any arbitration or other proceeding, and any arbitration award in violation of this provision will be vacated by the arbitration appeal panel (described below) and/or any court having jurisdiction. The arbitrator will have the power to order compliance with such discovery procedures, as well as assess sanctions for non-compliance with any order. Discovery will be controlled by the arbitrator and will be permitted to the extent set out in this Paragraph. Each party may submit in writing to the other party, and the other party will respond, to a maximum of any combination of twenty-five (25) (none of which may have subplots) of the following interrogatories, demands to produce documents, and requests for admission. Franchisee and WPI are also entitled to take the oral deposition of one individual of the other party. Additional discovery may be permitted upon mutual agreement of the parties. The arbitrator, and not a court, will decide any questions relating in any way to the parties' agreement or claimed agreement to arbitrate, including a claim for fraud in the inducement or otherwise. Each participant must submit or file any Dispute that would constitute a compulsory counterclaim (as defined by the applicable rule under the Federal Rules of Civil Procedure) within the same proceedings as the Dispute to which it relates. Any such Dispute that is not submitted or filed in such proceedings will be forever barred. The award and findings of the arbitrator will be conclusive and binding upon all parties hereto and the judgment upon the award may be entered in any Court of competent jurisdiction.

(ii) **Individual Dispute** Any Dispute must be conducted and resolved on an individual basis only and not on a class-wide, multiple plaintiff or similar basis between Franchisee and WPI and will not be consolidated with any other arbitration or court proceeding involving Us and any other person.

(iii) **Agreed Limitations** Except for payments owed by Franchisee to WPI, claims attributable to Franchisee's underreporting of sales, or claims related to an act of Franchisee allowing WPI to immediately terminate this Agreement, any legal action or arbitration proceeding (including the offer and sale of a franchise to Franchisee) brought or instituted with respect to any Dispute hereunder must be brought or instituted within a period of one (1) year from the date upon which a party discovered, or should have discovered, the facts giving rise to an alleged claim, provided that no claim may be brought more than two (2) years after the first act or omission giving rise to an alleged claim.

(iv) **Limited Damages** Franchisee and WPI each waive any right or claim of any consequential, punitive or exemplary damages against each other and agree that in the event of a Dispute between Franchisee and WPI, each will be limited to the recovery of actual damages sustained. Franchisee agrees that WPI will not be liable for any act or omission which is consistent with this Agreement or which is done in subjective good faith. If Franchisee brings an action for alleged wrongful termination of this Agreement and provided that the termination has not resulted in a closure of the Pizzeria, Franchisee's sole remedy will be to be reinstated as a franchisee with no award of damages. If the termination results in a closure of Your Franchise Business, Franchisee's sole remedies will be reinstatement as a franchisee and to receive compensation for economic losses directly incurred by Franchisee as a result of such closure, conditioned upon Franchisee's duty to mitigate.

(v) **Exceptions to Arbitration** Franchisee and WPI agree that nothing in this Agreement obligates Us to arbitrate or mediate Disputes or issues relating to (a) the validity of the Marks, or any trademarks, service marks or other Intellectual Property, (b) rights to obtain a writ of attachment or other prejudgment remedies, (c) rights to receive and enforce a temporary restraining order, preliminary injunction, permanent injunction or other equitable relief, or (d) Disputes solely for fees and other monies owed by one party to the other under this Agreement.

(vi) **Appeals** If any party to an arbitration wishes to appeal any final award by an arbitrator (there will be no appeal of interim awards or other interim relief), that party can appeal, within thirty (30) days of such final award, to a three (3) person arbitrator panel to be appointed by the same organization as conducted the arbitration to be held exclusively at the same location as specified above. The issues on appeal will be limited to the proper application of the law to the facts found at the arbitration and will not include any trial *de novo* or other fact-finding function. The party requesting such appeal must pay all costs and fees of the arbitrators and arbitration proceedings.

(vii) **Sharing of Fees** Except for an appeal, the parties to the Dispute or action will share the fees and expenses of the mediation and the arbitration equally during the mediation and arbitration. If a party is unable or unwilling to pay its share of the upfront cost of the mediation or arbitration, the other party has the right to cover those costs, however, the prevailing party in arbitration, including on appeal, will be awarded costs and attorney's fees as set forth in Section 19.3 below.

(d) **Federal Arbitration Act** Franchisee and WPI mutually agree that all issues relating to arbitrability are governed exclusively by the Federal Arbitration Act and the federal common law of arbitration to the exclusion of any state statutes or common law and will be decided by the arbitrator. All provisions of this Agreement pertaining to venue, choice-of-laws, dispute avoidance and resolution will be strictly enforced, and Franchisee and WPI will rely on federal preemption under the Federal Arbitration Act.

(e) **Governing Law and Jurisdiction** This Agreement, the interpretation of this Agreement, and disputes arising under or relating to this Agreement shall be governed by the laws of the state of Utah. This choice of law shall not be construed to expand the applicability of any Utah law. Any legal action between the parties shall be brought in a court of competent jurisdiction in Salt Lake County, Salt Lake City, Utah. To the extent permitted by the laws of the state whose

laws govern this Agreement, Franchisee hereby waives any provisions of law or regulations which render any portion of this Agreement invalid or unenforceable in any respect

22 TERMINOLOGY

(a) “Confidential Information” means any information relating to Your Franchise Business, the Westside Pizza® products or the development or operation of a Westside Pizza® unit or relating to the System as a whole, Including (i) methods for the preparation of Westside Pizza® products, (ii) WPI’s recipes, Including, ingredients, flavors, composition, mixes, spices, sauces, and dressings, preparation and formulation, trade secrets, methods, techniques, formats, layout, trade dress, specifications, hardware, software, systems, proprietary technology, procedures, equipment, sales and marketing programs and techniques, and knowledge of an experience in the development and operation of Westside Pizza® units, (iii) knowledge of, specifications for, and suppliers of, certain Westside Pizza® products, materials, supplies, equipment, furnishings and fixtures, (iv) knowledge of operating results and financial performance of Westside Pizza® units, (v) Our strategic plans and concepts for the development, operation, or expansion of Westside Pizza® units of the System, (vi) the contents of Our Manuals or any other information obtained from Us in confidence at any time by virtue of the franchise or license relationship, (vii) all Customer Lists, Including phone numbers and email addresses whether created by WPI or Franchisee, and (viii) certain other Intellectual Property generally deemed confidential Confidential Information further includes all enhancements or modifications to the System or any component part of the System whether developed or discovered by WPI or Franchisee Franchisee acknowledges and agrees that prior to the execution of this Agreement, it received information and has met and corresponded with WPI’s principals, agents and/or representatives and that any of WPI’s Confidential Information obtained or received as part of any prior meeting or correspondence is subject to the protection and restrictions of this Agreement

(b) “Including” Use of the words “includes,” “including” and similar words, whether capitalized or not, shall not be deemed to limit any subsequent list

(c) “Operating Principal” is a) You if You as the franchisee are an individual, or b) if You are an entity, an individual that owns at least 20% of the ownership and voting interests in the franchisee entity (unless You obtain Our written approval of a lower percentage), has authority over all business decisions related to the Pizzeria, and has the power to bind You in all dealings with Us

(d) “Termination” Includes expiration, repurchase of Franchisee’s rights, non-renewal, non-granting of a successor or renewal franchise, transfer, or any other means by which this Agreement is no longer in effect and wherein You are no longer a franchisee of the Westside Pizza® System

(e) “You” or “Your” Includes all signers of this Agreement, including all guarantors and the Operating Principal, and Includes all subsequent and current members, owners, partners, shareholders, managers, directors, officers, agents, affiliates, principle employees and with those whose conduct You are chargeable

23 STATUS OF AGREEMENT

(a) Entire Agreement This Agreement and the exhibits attached contain the entire agreement of the parties and there are no representations, inducements, promises, agreements, arrangements or undertakings, oral or written, between the parties hereto other than those set forth and duly executed in writing in this Agreement. However, nothing in this Agreement or related agreements is intended to disclaim any representation that WPI may have made in the latest franchise disclosure document that WPI delivered to Franchisee prior to signing the agreement.

(b) Other Agreements Upon execution of this Agreement by WPI, all previous discussions, communications, agreements, or undertakings of any kind relative to the subject matter of this Agreement are cancelled.

24 AMENDMENT OF AGREEMENT

This Agreement shall not be modified or amended except by written agreement executed by both parties hereto.

25. COSTS AND EXPENSES OF ENFORCEMENT

The prevailing party shall recover the reasonable costs and expenses, including reasonable attorneys' fees, incurred by such party in connection with any legal proceeding involving the interpretation or enforcement of this Agreement, or relating to the Pizzeria.

26 CAPTIONS

The Paragraph headings throughout this Agreement are for convenience and reference only, and the words contained therein shall not be held to expand, modify, amplify, or aid in the interpretation or construction of this Agreement.

27 CONSENT AND APPROVAL

Whenever either of the parties is required herein to obtain the consent or approval of the other party, such consent or approval shall not be unreasonably withheld, except that WPI may exercise its sole discretion in matters relating to the System, the Marks, and the Manuals.

28 REPRESENTATIONS

NO REPRESENTATION, PROMISE, GUARANTY OR WARRANTY WAS MADE TO INDUCE THIS AGREEMENT THAT IS NOT EXPRESSED IN THIS AGREEMENT. FRANCHISEE RECOGNIZES THAT NEITHER WPI NOR ANY OTHER PERSON CAN GUARANTEE FRANCHISEE'S SUCCESS IN THE FRANCHISED BUSINESS. BY THE EXECUTION AND ACCEPTANCE OF THIS AGREEMENT, THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ THIS AGREEMENT AND UNDERSTAND EACH PROVISION. THIS AGREEMENT, ALTHOUGH DRAWN BY WPI, SHALL BE CONSTRUED FAIRLY AND REASONABLY, AND NOT MORE STRICTLY AGAINST ONE PARTY THAN AGAINST THE OTHER.

(a) **Business Risks** Franchisee acknowledges that the success of the business venture contemplated by this Agreement involves substantial business risks and will be largely dependent upon the ability of Franchisee as an independent business person **Franchisee acknowledges not having received any representation of the potential volume, profits, or success of the Pizzeria except as listed in Item 19 of the Franchise Disclosure Document.**

(b) **Review of Agreement** Franchisee acknowledges it has had ample time and opportunity to consult with advisors of Franchisee's own choosing about the potential benefits and risks of entering into this Agreement

(c) **Receipt of Franchise Disclosure Document** Franchisee acknowledges that it received a complete copy of this Agreement, the exhibits, and related agreements, if any, at least five business days prior to the date on which this Agreement was executed Franchisee further acknowledges that it has received the disclosure statement required by law and entitled "Westside Pizza Franchise Disclosure Document" at least 14 calendar days prior to the date on which this Agreement was executed

29. EFFECTIVE DATE

This Agreement shall become effective and binding on the date of execution by WPI as set forth below

WESTSIDE PIZZA INTERNATIONAL INC

By _____
Title _____
Date _____

FRANCHISEE

By _____
Title _____
Date _____

By _____
Title _____
Date _____

By _____
Title _____
Date _____

NOTE MUST BE SIGNED BY ALL OWNERS, AND SPOUSES OR LEGAL DOMESTIC PARTNERS OF OWNERS, OF AN ENTITY FRANCHISEE, WHO ALSO MUST SIGN SCHEDULE 2, THE INDIVIDUAL GUARANTY

**SCHEDULE 1
TO THE FRANCHISE AGREEMENT**

TRADE AREA, LOCATION

Trade Area (Insert description below or attach a map)

Pizzeria Address (or if not known, insert later)

Initials

Franchisee _____

Franchisor _____

SCHEDULE 2
TO THE FRANCHISE AGREEMENT

INDIVIDUAL GUARANTEE OF FRANCHISE AGREEMENT
USE FOR ENTITY FRANCHISEES

MUST BE SIGNED INDIVIDUALLY BY ALL OWNERS, AND SPOUSES OR ANY LEGAL DOMESTIC PARTNERS OF OWNERS, OF AN ENTITY FRANCHISEE

This Guaranty is to the franchise agreement between WESTSIDE PIZZA INTERNATIONAL INC (the "WPI") and _____ (the "Franchisee") dated the ___ day of _____, 20__, and to any other agreement between the WPI and Franchisee (collectively, the "Agreements")

RECITALS

A Guarantors know Franchisee, and that Franchisee voluntarily executed the Agreements for the purposes expressed, and are familiar with all provisions of the Agreements, and have received the WPI's franchise disclosure document with ample opportunity to review it before executing the Agreements

B Guarantors consulted legal counsel of their own choosing as to their responsibilities and liabilities under this Guaranty

AGREEMENT

In consideration of, and as an inducement to, the execution of the Agreements, each of the undersigned personally, irrevocably, and unconditionally, individually and for any marital community, agrees as follows

(1) To guarantee the performance of Franchisee under the Agreements, including that Franchisee will punctually pay and perform all obligations under this Agreement upon default of Franchisee. The undersigned further agree to pay any judgment or award against Franchisee obtained by the WPI. Guarantors are also bound by covenants of the Agreements that by their terms or by reasonable implication survive the Termination of the Agreements, including but not limited to non-competition, indemnity, and non-disclosure provisions

(2) That

(a) Liability under this Guaranty is joint and several,

(b) Each will render any payment or performance required under this Guaranty on demand, if Franchisee fails or refuses punctually to do so,

(c) Each will comply individually with all provisions of the Agreements and associated documents,

(d) Liability is not contingent or conditioned on the WPI's pursuit of any remedies against Franchisee or any other persons,

(e) Liability is not affected by any extension of time, acceptance of part performance, release of claims, or other compromise which the WPI may grant, and,

(f) Each waives acceptance by the WPI, and waives notice of demand to Franchisee or other parties except as may be required in the Agreements, waives protest by the other party, and waives notice of default to it,

Dated on the _____ date of _____, _____

(Set forth the name, address and percentage ownership of each Owner of Franchisee, and their percentage ownership, if applicable)

NAME	ADDRESS	Percentage Ownership
_____ (Printed)	_____ _____ _____	_____
_____ (Signed)		
_____ (Printed)	_____ _____ _____	_____
_____ (Signed)		
_____ (Printed)	_____ _____ _____	_____
_____ (Signed)		
_____ (Printed)	_____ _____ _____	_____
_____ (Signed)		
_____ (Printed)	_____ _____ _____	_____
_____ (Signed)		

SCHEDULE 3
TO THE FRANCHISE AGREEMENT

PRINCIPAL NON-COMPETITION AGREEMENT

This PRINCIPAL CONFIDENTIALITY & NON-COMPETITION AGREEMENT (the "Agreement") is entered into and made effective as of the ____ day of _____, 20____, by and between **WESTSIDE PIZZA INTERNATIONAL, INC**, a Washington corporation ("Franchisor" or the "Company") and the undersigned ("Principal")

WHEREAS, Franchisor has developed a system for the operation of a restaurant business known as Westside Pizza®, which market and sells food and beverage products and other related products and services ("Westside Pizza® Business") The system Includes the right to use specific trade names, trademarks and service marks, or other proprietary marks, the use of required equipment, recipes, mixes and formulas, a marketing plan, operations, training procedures and marketing concepts, décor, color schemes general store layout, the sale of products and services under the name Westside Pizza® and other trademarked items, and the use of confidential information ("System" or "Westside Pizza® System"), and

WHEREAS, Principal or his or her company entered into an agreement with Franchisor ("Franchise Agreement") so as to be able to obtain the rights to operate a Westside Pizza® Business using the System developed by Franchisor, Including certain confidential and proprietary information of Franchisor ("Franchise Business"); and

WHEREAS, Principal will have access to such proprietary information, and

WHEREAS, Principal recognizes the value of the System and the intangible property rights licensed under the Franchise Agreement and recognizes that the Franchisor's entering into the Franchise Agreement is conditioned upon Principal entering into this Agreement, and

WHEREAS, all capitalized terms used, but not defined, herein will have the respective meanings assigned to them pursuant to the Franchise Agreement, and all references herein to "Article," "Sections" and "Paragraphs" refers to articles, paragraphs and sections of the Franchise Agreement

NOW THEREFORE, in consideration of Franchisor entering into the Franchise Agreement with Principal or his or her company, the recitals and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows

1 Acknowledgment Principal acknowledges that he or she has obtained or may obtain knowledge of confidential matters, procedures, services, recipes, mixes, formulas, the System, and products developed, used, licensed to, and/or owned by Franchisor and made available to Principal, which are necessary and essential to the operation of the Franchise Business, without which information the Franchise Business could not efficiently, effectively and profitably operate Principal further acknowledges that such confidential information was not known to him or her prior to the association with Franchisor

2 Non-Disclosure Except as may be required under the Franchise Agreement, neither Principal, nor any of Principals' family will, during the term of the Franchise Agreement and any Successor Franchise or Successor Franchise Agreement or any time thereafter, directly or indirectly, use, or disclose to any third-party, or authorize any third-party to use, any information relating to the Franchise Business or interest of Franchisor or the System which he or she knows, or reasonably should know, is regarded as confidential and valuable to Franchisor, Including, recipes, mixes, spices, formulas, food preparation, techniques, store guide, financial information, teaching methods, protocols, standards, merchandising, sale of products and services, products, sourcing of products, marketing plans, pricing, accounting systems and procedures, specifications, manuals, business plans, suppliers, customer lists, technical designs or drawings that relate to the Franchise Business and the Westside Pizza® System. The parties intend that the information disclosed by Franchisor prior to the actual execution of this Agreement will constitute Confidential Information and will be subject to all the terms and conditions of this Agreement (Including the covenants protecting against disclosures) as if such information had been disclosed following the execution of this Agreement.

3 Non-Competition Principal, Principal's family and Franchisor share in a common interest in avoiding situations where persons or companies who are or have been Westside Pizza® franchisees operate or otherwise become involved with a substantially similar competing business during or after the term of the Franchise Agreement. Therefore, the following covenants will be enforced during and after the term of the Franchise Agreement.

3.1 In-Term Covenant During the term of the Franchise Agreement and for any extensions or Successor Franchises hereof, except as permitted under the Franchise Agreement, Principal agrees that neither Principal nor Principal's family, nor any shareholders, owners, partners, directors, members, managers, officers, agents, affiliates, principal employees, will own, operate, lease, franchise, conduct, consult with, engage in, be connected with, have any interest in, or assist any person or entity engaged in or on its own account or as an employee, consultant, partner, officer, director or shareholder of any other person, firm, entity, partnership, or corporation engaged in any business offering products or services the same as or substantially similar to the Franchise Business or the System in any capacity or location, except with Franchisor's prior written consent. Principal understands and acknowledges that to violate this Section will create irreparable harm.

3.2 Post-Term Covenant Upon Termination for any reason of the Franchise Agreement, and any extensions thereof, or upon any Transfer or repurchase of Principal's rights under the Franchise Agreement, and for a continuous, uninterrupted period of two years thereafter, neither Principal, nor Principal's family, nor any members, managers, owners, partners, officers, directors, agents, affiliates or principal employees of Principals' company, will, directly or indirectly, participate as an owner, operator, shareholder, director, partner, consultant, agent, member, manager, employee, advisor, officer, lessor, lessee, franchisor, franchisee or serve in any other capacity whatsoever or have any interest in or assist any person or entity in any business, firm, entity, partnership or company engaged in any similar business offering products or services the same as or substantially similar to the Franchise Business or the System at the time of Termination in any capacity or location within the Territory or within twenty miles of the Territory or within twenty miles of the territory of any System franchise or Westside Pizza® business operation at the time of Termination of the Franchise Agreement. The ownership of not more than two percent (2%) of the voting stock of a publicly held corporation will not be considered a violation of the foregoing.

provision Principal agrees that the Franchise Business attracts customers from up to twenty miles, and that such geographical restraint is not unreasonable

3 2 1 In the event Principal competes during the term of non-competition, this non-compete time period will be extended for the period of Principal's competition, plus an additional six (6) months

4 Non-Solicitation of Employees Principal will not, during the term of the Franchise Agreement and any extensions or Successor Franchise, and for two years thereafter, directly or indirectly, employ or attempt to employ or solicit for employment any of Franchisor's employees or the employees of Franchisor's subsidiaries or affiliated corporations or entities

5 Non-Solicitation of Customers Principal will not, during the term of the Franchise Agreement and any extensions or Successor Franchise and for three (3) years thereafter, directly or indirectly, contact any customer of Franchisor for the purpose of soliciting from any such customer any business that is the same as or substantially similar to the business conducted between Principal or Principals' company and the customer, or Franchisor or Franchisor's affiliate and the customer All Customer Lists belongs to Franchisor

6 Return of Materials At the Termination of the Franchise Agreement, Principal agrees to deliver to Franchisor (and will not keep a copy in his or her possession or deliver to anyone else) the Westside Pizza® operations Manuals and any and all recipes, mixes, books, Customer Lists, vendor lists, records, data, designs, photographs, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, equipment, and documents or property relating to the System

7 Irreparable Harm Principal hereby acknowledges and agrees that any breach by him or her of Sections 1 through 6 above, inclusive, will cause damage to Franchisor in an amount difficult to ascertain Accordingly, in addition to any other relief to which Franchisor may be entitled, Franchisor, will be entitled to temporary, preliminary, and/or permanent injunctive relief for any breach or threatened breach by any Principal of any of the terms of Section 1 through 6 above, inclusive, without proof of actual damages that have been or may be caused to Franchisor by such breach

8 Reasonableness and Enforceability Principal agrees that the terms of this Agreement are fair and reasonable in light of the circumstances and were in part, based on the perceived or potential value of the System and the business relationship that Principal and/or his or her company have and will have with Franchisor If any portion of this Agreement will be held invalid or inoperative, then, so far as is reasonable and possible, the remainder of this Agreement will be considered valid and operative, and effect will be given to the intent manifested by the portion held invalid or inoperative Whenever the context so requires, the masculine will include the feminine and neuter and the singular will include the plural and conversely

9 Governing Law and Jurisdiction The validity, enforcement, construction, rights and liabilities of the parties and provisions of this Agreement will be governed by and interpreted in accordance with the laws of the State of Utah without giving effect to its conflicts of law provisions If for any reason court action is filed, Principal consents to the jurisdiction of the courts of record in

the State of Utah and agrees that proper jurisdiction and venue for arbitration or litigation will be exclusively in the state and federal courts of Salt Lake County, Salt Lake City, State of Utah

10 Attorneys' Fees and Costs In the event any action in law or equity or any arbitration or other proceeding is brought for the enforcement of this Agreement or in connection with any of the provisions of this Agreement, the successful or prevailing party or parties will be entitled to reasonable attorney's fees and other costs reasonably incurred in such action or proceeding

11 Binding Agreement This Agreement will bind the successors and assigns of Principal and his or her heirs, personal representative, successors and assigns No rights under this Agreement are assignable by Principal and any purported assignment will be null and void and of no force or effect

12 Survival of Covenants All covenants made in this Agreement by Principal will survive the Termination of this Agreement or the Franchise Agreement or Principal's disassociation with the Franchise Business or the System in any way

13 Modification of Agreement This Agreement may be amended in whole or in part only by an agreement in writing signed by the parties

14 Counterpart Signatures This Agreement may be signed in counterparts by facsimile, electronic signature, or scanned and emailed signature, or similar electronic means, which will be deemed the same as an original signature and may be used for all purposes as if it were an original

PRINCIPAL ACKNOWLEDGES THAT HE OR SHE HAS READ THIS AGREEMENT AND UNDERSTANDS ITS CONTENTS.

IN WITNESS WHEREOF, the parties have executed this Agreement effective the day and year first herein above written

FRANCHISOR
WESTSIDE PIZZA INTERNATIONAL, INC

PRINCIPAL.

By _____
(Signature)

By _____
(Signature)

Name _____

Name _____

Title _____

Title _____

SCHEDULE 4
TO THE FRANCHISE AGREEMENT

PRINCIPAL CONFIDENTIAL RECIPE AGREEMENT

This CONFIDENTIAL RECIPE AGREEMENT (the "Agreement") is entered into and made effective as of the ____ day of _____ 20____, by and between **WESTSIDE PIZZA INTERNATIONAL, INC**, a Washington corporation (hereinafter referred to as "Franchisor") and the undersigned (referred to herein as "Recipient")

RECITALS

WHEREAS, Recipient or his or her business entity has entered into a Franchise Agreement with Franchisor for the operation of a Westside Pizza® franchise business ("Franchise"), and

WHEREAS, Franchisor has developed confidential and proprietary mixes, recipes, processes, spices, methods and formulas for the operation of Recipient's Westside Pizza® Franchise and will continue to develop new recipes and revise current mixes, recipes and other menu items (collectively the "Recipes"), and

WHEREAS, Recipient will have access to the confidential and proprietary Recipes, and

WHEREAS, Recipient recognizes the value and confidentiality of the Recipes, and the importance of keeping the Recipes confidential

NOW, THEREFORE, in consideration of the use of the Recipes in the Recipient's Franchise and the recitals, mutual promises and covenants herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows

1 Acknowledgement Recipient acknowledges that he or she has obtained or may obtain proprietary and confidential Recipes developed and owned or licensed by Franchisor or its parent, affiliate or other entity, which are necessary and essential to the operation of the Franchise, and without which information the Franchise could not efficiently, effectively and profitably operate Recipient further acknowledges that such confidential and proprietary information was not known to him or her prior to association with Franchisor or the Franchise

2 Non-Disclosure Except as may be required under the Franchise, Recipient will not, during the term of the Franchise Agreement and any extensions or Successor Franchise or at any time thereafter, directly or indirectly, use, or disclose to any third-party, or authorize any third-party to use, any Recipe, Including, ingredients, procedures for making, temperatures, and measurements, and agrees not to copy, transmit, recreate or otherwise reproduce said Recipes at any time Each employee authorized to use the Recipes in the operation of the Franchise will be required to sign a Confidential Recipe Agreement prior to use of the Recipes Furthermore, Recipient represents and warrants that it will only authorize employees over the age of eighteen (18) to use or have access to the Recipes A copy of all such signed agreements will be promptly (within 10 days) provided to Franchisor

3 No Reverse Engineering Recipient will not, either personally, in concert with others or through other authorization, reverse engineer, decompile or deconstruct or attempt to reverse engineer, decompile or deconstruct any Recipe, and will not allow, encourage or permit any partner, owner, director, member, manager, agent, employee or other person to do so. For purposes of this Confidential Recipe Agreement, reverse engineering will include any deviations from the Recipes that make minimal changes to the process, procedure, or ingredients such that the final result is identical or substantially similar to the result that would reasonably be expected to result from the Recipes.

4 Duty to Notify Recipient agrees to notify Franchisor of any reasonably suspected attempts to violate the terms or purposes of this Confidential Recipe Agreement and further agrees to require all its employees to report to it any reasonably suspected attempts to violate this Confidential Recipe Agreement. In the event it is discovered that Recipient knew or had reason to know of any suspected attempts to violate this Agreement, Recipient agrees to indemnify Franchisor for all costs and fees associated with enforcement, and to reimburse Franchisor for those losses sustained due to such violation.

5 Limited Use Recipient must limit their use of the Recipes, including their recollection of the Recipes, to the performance of their duties as described in the Franchise Agreement, the Manuals, and any policies and procedures implemented by the Franchisor.

6 Return of Materials At the expiration, transfer or termination of the Franchise Agreement, Recipient agrees to have delivered to Franchisor (and will not keep a copy in his or her possession or deliver to anyone else) any and all records, data, photographs, notes, manuals, lists, correspondence, specifications, materials, other documents or property, or reproductions relating to, directly or indirectly, any such Recipes including any Recipe book(s) or Manuals.

7 Irreparable Harm Recipient hereby acknowledges and agrees that any breach by him or her of Sections 1 through 6 above, inclusive, will cause damage to Franchisor and the Westside Pizza® franchise system in an amount difficult to ascertain. Accordingly, in addition to any other relief to which Franchisor may be entitled, Franchisor will be entitled to temporary, preliminary, and/or permanent injunctive relief for any breach or threatened breach by Recipient of any of the terms of Section 1 through 6 above, inclusive, without proof of actual damages or requirement to post bond that have been or may be caused to the Westside Pizza® franchise system or Franchisor by such breach.

8 Modification Recipient hereby agrees that, without limitation, any modifications, alterations, changes, or improvements conceived, designed, devised, developed, perfected or made by Recipient, whether alone or in conjunction with others, and related in any manner to the actual or anticipated operation of the Franchise, Franchisor's system, or to any area of research and development, must be promptly disclosed to the Franchisee and will become the property of the Franchisor, and Recipient hereby irrevocably assigns, transfers, and conveys any such to Franchisor.

9 Enforceability If any portion of this Agreement will be held invalid or inoperative, then, so far as is reasonable and possible, the remainder of this Agreement will be considered valid and operative, and effect will be given to the intent manifested by the portion held invalid or

inoperative Whenever the context so requires, the masculine will include the feminine and neuter and the singular will include the plural and conversely

10 Binding Agreement This Agreement will bind the successors and assigns of the Recipient and his or her heirs, personal representative, successors and assigns No rights under this Agreement will be assignable by any Recipient and any purported assignment will be null and void and of no force or effect

11 Survival of Covenants All covenants made in this Agreement by Recipient will survive the expiration, transfer or termination of the Franchise Agreement or this Agreement

12 Modification of Agreement This Agreement may be amended in whole or in part only by an agreement in writing signed by each of the parties

13 Notices All notices permitted or required under this Agreement will be in writing and will be delivered as follows with notice deemed given as indicated (i) by personal delivery when delivered personally, (ii) by overnight courier upon written verification of receipt, (iii) by telecopy or facsimile transmission when confirmed by telecopier or facsimile transmission, or (iv) by certified or registered mail, return receipt requested

14 Attorneys' Fees In the event any action in law or equity or any arbitration or other proceeding is brought for the enforcement of this Agreement or in connection with any of the provisions of this Agreement, the successful or prevailing party or parties will be entitled to reasonable attorney's fees and other costs reasonably incurred in such action or proceeding

15 Governing Law The validity, enforcement, construction, rights and liabilities of the Parties and provisions of this Agreement will be governed by and interpreted in accordance with the laws of the State of Utah without giving effect to its conflicts of law provisions If for any reason court action is filed, Recipient consents to the jurisdiction of the courts of record in the State of Utah and agrees that proper jurisdiction and venue will be exclusively in the state and federal courts of Salt Lake County, State of Utah

16 Counterpart Signatures This Agreement may be signed in counterparts by facsimile, electronic signature, or scanned and emailed signature, or similar electronic means, which will be deemed the same as an original signature and may be used for all purposes as if it were an original, and when said counterparts have been exchanged between the parties, they will be of full force and effect

[This section is intentionally left blank The signature block follows on the next page]

RECIPIENT ACKNOWLEDGES THAT HE OR SHE HAS READ THIS AGREEMENT AND UNDERSTANDS ITS CONTENTS.

IN WITNESS WHEREOF, the parties have executed this Agreement effective the day and year first herein above written

FRANCHISOR

RECIPIENT

WESTSIDE PIZZA, INC

_____ (LLC/INC)

By _____
Print Name _____
Title _____

By _____
(Signature)

Name _____
(Print Name)

Title _____

**ADDENDUM TO
WESTSIDE PIZZA INTERNATIONAL INC
FRANCHISE AGREEMENT ONLY FOR
FRANCHISEES WHO OBTAIN SBA FINANCING**

THIS ADDENDUM ("Addendum") is made on _____, 20____, by WESTSIDE PIZZA INTERNATIONAL INC ("Franchisor"), and _____, ("Franchisee")

Recitals Franchisor and Franchisee entered into a franchise agreement on _____, 20____ ("Franchise Agreement") The Franchisee agreed among other things to operate and maintain a _____ franchise located _____ at _____ Franchisee has applied for or obtained from a lender a loan ("Loan") in which the assistance of the US Small Business Administration ("SBA") is requested The SBA requires the execution of this Addendum as a condition for obtaining the SBA assisted financing This addendum amends and supplants the Franchise Agreement with special stipulations that supersede the corresponding provisions of the Franchise Agreement In the event of any conflict between this Addendum and the Franchise Agreement, this Addendum shall be controlling

Agreement THEREFORE the parties agree as follows

- Franchise Agreement is in full force and effect and remains unchanged except as amended below
- Under the Franchise Agreement as modified by this Addendum, Franchisor does not control Franchisee, directly or through an agent Franchisee has the independent right to profit from its efforts and bear the risk of loss commensurate with ownership
- Section 11 of the Franchise Agreement provides that Franchisor (or any third-party assignee of Franchisor) may elect pursuant to its right of first refusal to exercise said option when Franchisee decides to sell partial interest(s) in the business This section is hereby amended to reflect that neither Franchisor nor any third-party assignee of Franchisor will exercise the option for any partial sale of Franchisee's business Neither Franchisor nor any third-party assignee of Franchisor may become a partial owner of any SBA financed franchises
- Notwithstanding anything to the contrary in Section 14(c) of the Franchise Agreement, neither Franchisor nor its affiliates will have the option to purchase any real estate owned by Franchisee Franchisor, however, may lease the real estate for the remainder of Franchisee's term in the Franchise Agreement (excluding renewals) for fair market value
- Section 12 of the Franchise Agreement states that a transfer requires Franchisor's approval Section 12 is modified to state that when consent is required for transfer such consent will not be unreasonably withheld

- If Franchisor must operate the business under Section 13 of the Franchise Agreement, Franchisor will operate the business for no more than a ninety (90) day renewable term, renewable as necessary for up to one (1) year and the Franchisor will periodically discuss the status with Franchisee or its heirs
- If the Franchise Agreement is terminated or expires and the business contents (personal property) are to be sold under Section 14(c) of the Franchise Agreement and the parties are unable to agree as to a purchase price and terms, the fair market value of such property shall be determined by three appraisers chosen in the following manner Franchisee shall select one and Franchisor shall select one, and the two appraisers so chosen shall select a third appraiser The decision of the majority of the appraisers so chosen shall be conclusive The cost of the third appraiser shall be shared equally by the parties
- Notwithstanding anything to the contrary in the Lease Addendum—Conditional Assignment of Lease document, if Franchisee (or its affiliates) owns the real property upon which the business is located, Franchisor (its assignees or affiliates) only has a right to lease the premises for the remaining term of the Franchise Agreement (excluding renewals) at fair market value
- This Addendum automatically terminates on the earliest to occur of the following (i) the Franchise Agreement lawfully expires or terminates, (ii) the Loan is paid in full, or (iii) the SBA no longer has any interest in the Loan

The parties hereto have signed this Addendum as of the date first above written

FRANCHISOR:

FRANCHISEE:

**WESTSIDE PIZZA INTERNATIONAL
INC**

By _____
Print Name _____
Title _____

By _____
Print Name _____
Title _____

STATE SPECIFIC ADDENDA

**ADDENDUM TO THE FRANCHISE AGREEMENT
FOR THE STATE OF WASHINGTON**

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

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

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19 100 RCW shall prevail.

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

Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

The undersigned does hereby acknowledge receipt of this addendum.

Dated this _____ day of _____, 20____

FRANCHISOR
WESTSIDE PIZZA INTERNATIONAL, INC

FRANCHISEE

By _____
(Signature)

By _____
(Signature)

Name _____

Name _____

Title _____

Title _____

INDIVIDUALS

Signature _____

Print Name _____

Signature _____

Print Name _____

**EXHIBIT C
TO THE FDD**

**SCHEDULE OF FRANCHISEES.
(as of December 31, 2017¹)**

CURRENT FRANCHISES

	STATE	FRANCHISEE	ADDRESS	CITY, STATE, ZIP	PHONE
1	California	Mighty Titus 411 Inc	5020 Rhonda Road, Ste A	Anderson, CA 96007	530-365-6777
2	California	Pacific Coast Pizza Inc	600 F Street	Arcata, CA 95521	707-822-9990
3	California	Pacific Coast Pizza Inc	432 S Fortuna Blvd	Fortuna, CA 95540	707-725-9990
4	California	Mighty Titus 411 Inc	536 N Market Street	Redding, CA 96003	530-243-3777
5	Idaho	Westside Pizza Star Inc	11200 West Hercules Drive #100	Star, ID 83669	208-286-9030
6	Washington	Westside Pizza L&D LLC	323 Highschool Road NE Suite #3	Bainbridge Island, WA 98810	206-780-0755
7	Washington	AP McCurdy Inc	4260 Cordata Parkway, #107	Bellingham, WA 98226	360-756-5055
8	Washington	Kirsch West Inc	1217 Sylvan Way	Bremerton, WA 98310	360-377-7770
9	Washington	Kyle Grote Inc	135 S Jefferson Street N	Buckley, WA 98321	360-829-0800
10	Washington	Dean-Will Enterprise Inc	137 E Woodin Ave	Chelan, WA 98816	509-682-4321
11	Washington	Curtis Pedersen	204 N Park Street	Chewelah, WA 99109	509-935-7000
12	Washington	Best Pizza Colfax LLC	208 1/2 N Main	Colfax, WA 99111	509-397-0000
13	Washington	Curtis Pedersen	555 South Main	Colville, WA 99114	509-684-8254
14	Washington	DG Enterprises Inc	301 S Main Street	Ellensburg, WA 98926	509-925-3900
15	Washington	McCurdy Inc	102 W Main Street	Everson, WA 98247	360-922-7395
16	Washington	Curtis Pedersen	575 Meyers St	Kettle Falls, WA 99141	509-738-6262
17	Washington	PBL Development LLC	25960 Ohio Ave NE, Suite #102	Kingston, WA 98346	360-297-6800
18	Washington	McCurdy Inc	107 3rd Street	Lynden, WA 98264	360-354-1555
19	Washington	Deano's Enterprises Inc	113 S Main Street	Montesano, WA 98563	360-249-4700
20	Washington	Westside Pizza Newport LLC	325 S Washington Avenue	Newport, WA 99156	509-447-2200

21	Washington	Cash Flow Investments Inc	612 South Lincoln Street	Port Angeles, WA 98362	360-457-9900
22	Washington	Viking Pizza LLC	19168 Jensen Way NE	Poulsbo, WA 98370	360-697-3400
23	Washington	Kendall Enterprises Inc	704 F Street SW	Quincy, WA 98848	509-787-8777
24	Washington	Cash Flow Investments Inc	540 West Washington Street	Sequim, WA 98382	360-683-3100
25	Washington	Deathby Inc	421 S 1 st St	Shelton, WA 98584	360-426-7000
26	Washington	Surge Investments LLC	140 South 72nd Ave, Suite #130	Yakima, WA 98908	509-225-9820

¹ The Port Orchard, WA franchisee was terminated in January 2018 and is not listed above with the active franchisees but is in the terminated franchisee section below

COMPANY & AFFILIATE- OWNED UNITS

	STATE	ADDRESS	CITY, STATE, ZIP	PHONE
1	Idaho	8489 W Overland RD	Boise ID 83709	208-322-1000

FRANCHISEES WHO HAVE HAD AN OUTLET TRANSFERRED, TERMINATED, CANCELLED, NOT RENEWED, OR OTHERWISE VOLUNTARILY OR INVOLUNTARILY CEASED TO DO BUSINESS UNDER A DIRECTOR'S AGREEMENT DURING THE MOST RECENTLY COMPLETED FISCAL YEAR OR WHO HAVE NOT COMMUNICATED WITH US WITHIN 10 WEEKS OF THE DISCLOSURE DOCUMENT ISSUANCE DATE*

TRANSFERRED FRANCHISEES

NONE

STATE	FRANCHISEE	ADDRESS	CITY, STATE, ZIP	PHONE

TERMINATED FRANCHISEES:

STATE	FRANCHISEE	ADDRESS	CITY, STATE, ZIP	PHONE
California	Pacific Coast Pizza Inc	17700 Robert Nicoletti	Beale AFB, CA 95903	530-788-9990
Washington	Best Pizza Othello, LLC	1490 East Main Street	Othello, WA 99344	509-488-8555
Washington ¹	Kirsch West Inc	1700 SE Mile Hill Drive	Port Orchard, WA 98366	360-876 9296

¹ This franchisee was terminated as of January 28, 2018

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

Westside Pizza Advisory Committee, which is sponsored by the franchisor. There is no website for this committee.

The five committee members are

NAME	ADDRESS	PHONE	EMAIL
Tanner Stephens	1276 Carlsburg Road Sequim, WA 98382	(206) 769-1285	tjs@westsidepizza.com
Jeff Roberts	PO Box 73 Lynden, WA 98264	(360) 820-2233	jeffr@rbm-inc.net
Jeremiah Grubs	3605 Seneca Court Redding CA 96001	(805) 264-1408	jeremiahgrubbs@gmail.com
Daniel Lawson	Shadowbrook Court Loleta, CA 95551	(707) 832-9552	caligye21@yahoo.com
Maureen Daniels	13409 NE Cambridge Crest Bainbridge Island, WA 98110	(206) 409-4875	daniels_6861@msn.com
Sasha Johnson	11200 West Hercules Drive #100, Star, ID 83669	(509) 690-0540	Sashajohnson87@gmail.com

**EXHIBIT D-1
TO THE FDD**

LIST OF AGENTS FOR SERVICE OF PROCESS

California
Commissioner of Business Oversight
Department of Business Oversight
1515 K Street, Suite 200
Sacramento, CA 98514
(916) 445-7205
Toll free at 1-866-275-2677

Georgia
Secretary of State of Georgia
Corporations Division
2 Martin Luther King, Jr Dr , SE
Suite 315, West Tower
Atlanta, Georgia 30334

Hawaii
Commissioner of Securities
Department of Commerce and Consumer
Affairs
Business Registration Division
Securities Compliance Branch
335 Merchant Street, Room 203
Honolulu, HI 96813
(808) 586-2722

Illinois
Chief, Franchise Division
Office of Attorney General
500 South Second Street
Springfield, IL 62706
(217) 782-4465

Indiana
Indiana Secretary of State
201 State House
Indianapolis, IN 46204

Maryland
Maryland Securities Commissioner
Division of Securities
Office of Attorney General
200 St Paul Place
Baltimore, MD 21202-2020
(410) 576-6360

Michigan
Antitrust and Franchise business
Michigan Department of the
Attorney General's Office
Franchise Administrator
Consumer Protection Division
6546 Mercantile Way
Lansing, MI 48910
(517) 373-7117

Minnesota
Commissioner of Commerce
Minnesota Department of Commerce
85 7th Place East, Suite 280
St Paul, MN 55101
(651)539-1600

New York
New York Department of State
One Commerce Plaza,
99 Washington Avenue, 6th Floor
Albany, NY 12231-0001
(518) 473-2492

North Dakota
North Dakota Securities Department
600 East Boulevard Avenue
State Capital Fifth Floor Dept 414
Bismarck, ND 58505-0510
(701) 328-4712

Oregon
Director of Insurance & Finance
Business Service Division of Finance
and Corporate Securities Labor
and Industries Building
Salem, OR 97310
(503) 378-4387

Rhode Island
Chief Securities Examiner of Business
Regulation
Department of Business Regulation
Securities Division
1511 Pontiac Avenue
John O Pastore Complex – Building 69-1
Cranston, RI 02920
(401) 462-9527

South Dakota
Department of Labor & Regulation
Division of Securities
124 South Euclid Avenue, Suite 104
Pierre, SD 57501-3185
(605) 773-4823

Virginia
Clerk of the State Corporation Commission
1300 East Main Street, 1st Floor
Richmond, VA 23219

Washington
Director of Financial Institutions
150 Israel Road SW
Tumwater, WA 98501
(360) 902-8760

Wisconsin
Wisconsin Commissioner of Securities
Franchise Investment Division
Fourth Floor
101 East Wilson Street
Madison, WI 53702

If a state is not listed, Westside Pizza International Inc has not appointed an agent for service of process in that state in connection with the requirements of franchise laws. There may be states in addition to those listed above in which Westside Pizza International Inc has appointed an agent for service of process.

**EXHIBIT D-2
TO THE FDD**

**LIST OF STATE AGENCIES RESPONSIBLE FOR
FRANCHISE DISCLOSURE/REGISTRATION LAWS**

California

Department of Business Oversight

Sacramento

1515 K Street, Suite 200
Sacramento, California 95814-4052
(916) 445-7205
Toll free at 1-866-275-2677

San Diego

1350 Front Street, Room 2034
San Diego, California 92101-3697
(619) 525-4233
Toll free at 1-866-275-2677

San Francisco

One Sansome Street, Ste 600
San Francisco, California 94104
(415) 972-8559
Toll free at 1-866-275-2677

Los Angeles

320 West 4th Street, Suite 750
Los Angeles, California 90013-2344
(213) 576-7500
Toll free at 1-866-275-2677

Connecticut

Securities and Business Investment Division
Connecticut Department of Banking
260 Constitution Plaza
Hartford, Connecticut 06103-1800
(860) 240-8233

Florida

Department of Agriculture and Consumer
Services
Division of Consumer Services
P O Box 6700
Tallahassee, Florida 32314-6700
(805) 488-2221
Fax (805) 410-3804

Georgia

Secretary of State of Georgia
Corporations Division
2 Martin Luther King, Jr Dr , SE
Suite 315, West Tower
Atlanta, Georgia 30334

Hawaii

Department of Commerce and Consumer
Affairs
Business Registration Division
Commissioner of Securities
P O Box 40
Honolulu, Hawaii 96810
(808) 586-2744

Illinois

Franchise Bureau
Office of Attorney General
500 South Second Street
Springfield, Illinois 62706
(217) 782-4436

Indiana

Franchise Section
Indiana Securities Division
Secretary of State
Room E-111
302 West Washington Street
Indianapolis, Indiana 46204
(317) 232-6681

Iowa

Iowa Securities Bureau
340 Maple
Des Moines, Iowa 50319-0066
(515) 287-4441

Maryland

Office of the Attorney General,
Division of Securities
200 St Paul Place
Baltimore, Maryland 21202-2020
(410) 576-6360

Michigan

Michigan Attorney General's Office
Consumer Protection Division
Attn Franchise Section
525 West Ottawa Street
Williams Building, 6th Floor
Lansing, Michigan 48933
(517) 373-7117

Minnesota

Franchise Examiner
Minnesota Department of Commerce
Market Assurance Division
85 7th Place East, Suite 280
St Paul, Minnesota 55101-2198
(651) 539-1600

Nebraska

Department of Banking and Finance
Bureau of Securities/Financial Institutions
Division
1526 K Street, Suite 300
Lincoln, NE 68508-2732
(402) 471-3445

New York

Office of the New York State Attorney
General
Investor Protection Bureau
Franchise Section
120 Broadway, 23rd Floor
New York, New York 10271-0332
Phone (212) 416-8236
Fax (212) 416-6042

North Dakota

Franchise Examiner
North Dakota Securities Department
600 East Boulevard Avenue
State Capitol Fifth Floor, Dpt 414
Bismarck, North Dakota 58505-0510
(701) 328-4712

Oregon

Department of Consumer and Business
Services
Division of Finance and Corporate Securities
Labor and Industries Building
Salem, Oregon 97310
(503) 378-4140
Fax (503) 947-7862

Rhode Island

Department of Business Regulation
Securities Division
1511 Pontiac Avenue
John O Pastore Complex-69-1
Cranston, Rhode Island 02920-4407
(401) 462-9527

South Dakota

Department of Labor & Regulation
Division of Securities
124 S Euclid, Suite 104
Pierre, South Dakota 57501-3185
(605) 773-4823
Fax (605) 773-5953

Texas

Statutory Document Section
Secretary of State
P O Box 12887
Austin, Texas 78711
Street Address
1719 Brazos
Austin, Texas 78701
(512) 475-1769

Utah

Division of Consumer Protection
Utah Department of Commerce
160 East Three Hundred South
SM Box 146704
Salt Lake City, Utah 84114-6704
(801) 530-6601
Fax (801) 530-6001

Virginia

State Corporation Commission
Division of Securities and Retail Franchising
1300 East Main Street, 9th Floor
Richmond, Virginia 23219
(804) 371-9051

Washington

Department of Financial Institutions
Securities Division
P O Box 9033
Olympia, Washington 98507-9033
(360) 902-8760

Wisconsin

Division of Securities
Department of Financial Institutions
P O Box 1768
Madison, Wisconsin 53701
(608) 266-2801

Federal Trade Commission

Division of Marketing Practices
Bureau of Consumer Protection
Pennsylvania Avenue at 6th Street, NW
Washington, D C 20580
(202) 326-3128

**EXHIBIT E
TO THE FDD**

STATE SPECIFIC ADDENDA

STATE LAW ADDENDA TO FRANCHISE DISCLOSURE DOCUMENT AND FRANCHISE AGREEMENT

The following modifications are to the Westside Pizza International Inc franchise disclosure document and may supersede, to the extent then required by valid applicable state law, certain portions of the Franchise Agreement dated _____, 20__

The following is applicable to you only if you are covered by the franchise law of the referenced state

CALIFORNIA

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

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

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.).

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

The franchise agreement contains a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.

The franchise agreement requires binding arbitration. The arbitration will occur at Salt Lake City, Utah, with the costs being borne by you for travel to, and lodging in, Salt Lake City, and other costs associated with arbitration. Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and Federal laws (this or these as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 128a, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California.

The franchise agreement requires application of the laws of Idaho, but the California franchise laws may prevail in some instances. Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California laws.

You must sign a general release if you transfer, renew or terminate your franchise. California Corporations Code 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code 31000 through 31516). Business and Professions Code 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code 20000 through 20043).

Neither franchisor nor any person listed in Item 2 of the disclosure document is subject to any currently effective order of any national securities association or national securities exchange,

as defined in the Securities Exchange Act of 1934, 15 U S C A 78a et seq , suspending or expelling this or these persons from membership in such association or exchange

Section 31125 of the California Corporations Code requires the Franchisor to give the franchisee a disclosure document, in a form and containing such information as the Commissioner may by rule or order require, before a solicitation of a proposed modification of an existing franchise

OUR WEBSITE at www.westsidepizza.com HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT ANY COMPLAINTS CONCERNING THE CONTENT OF THE WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT AT www.dbo.ca.gov

The franchise agreement provides for waiver of a jury trial This may not be enforceable in California

The highest interest rate allowed in California is 10% annually

If we exercise our option under section 14(c) of the Franchise Agreement to buy the assets of the Pizzeria, the purchase price for such assets will be the lower of (1) fair market value of the tangible assets or (2) the price paid for the tangible assets minus depreciation using GAAP-compliant accelerated depreciation ("Net Book Value"), unless Section 20022 of the Business and Professions Code requires us to pay Net Book Value This modification supersedes any inconsistent provision in section 14(c) of the Franchise Agreement, even though the modification is not required by valid applicable state law

WASHINGTON

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

In any arbitration involving a franchise purchased in Washington, the arbitration site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration, or as determined by the arbitrator In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19 100 RCW will prevail

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

Transfer fees are collectible to the extent that they reflect our reasonable estimated or actual costs in effecting a transfer

ACKNOWLEDGMENT

It is agreed that any applicable part of the foregoing state law addendum supersedes any inconsistent portion of the Franchise Agreement dated the ____ day of _____, 20__, and of the franchise disclosure document, but only to the extent they are then valid requirements of an applicable and enforceable state law, and for only so long as such state law remains in effect

DATED this ____ day of _____, 20__

FRANCHISOR.

WESTSIDE PIZZA INTERNATIONAL INC

By _____

Title _____

FRANCHISEE

By _____

Title _____

By _____

Title _____

(MUST BE SIGNED BY ALL OWNERS AND MANAGERS OF AN ENTITY FRANCHISEE)

**EXHIBIT F
TO THE FDD**

CONDITIONAL ASSIGNMENT OF TELEPHONE AND DIRECTORY LISTINGS

CONDITIONAL ASSIGNMENT OF TELEPHONE AND DIRECTORY LISTINGS

In consideration of Westside Pizza International Inc ("Assignee") concurrently granting a Westside Pizza franchise ("Franchised Business") to _____ ("Assignor"), and other valuable consideration, Assignor assigns to Assignee all telephone numbers, directory listings, fax numbers, Internet Web site addresses and domain names, and other listings, whether in electronic or other media, used or to be used by Assignor in the operation of the Franchised Business. Assignee assumes the performance of all of the terms, covenants, and conditions of the telephone or directory company with respect to these listings with the same force and effect as if they had been originally issued to Assignee. This Assignment is valid on the effective date and is irrevocable. Assignee may fill in, add or change the effective date and the listings at any time. The telephone or directory company is authorized to rely on this Assignment. The parties will hold harmless and indemnify the telephone or directory company from any claims based on reliance on this Assignment.

Effective Date _____

ASSIGNOR

ASSIGNEE

WESTSIDE PIZZA INTERNATIONAL INC

By _____
Its _____

By _____
Its _____

**EXHIBIT G
TO THE FDD**

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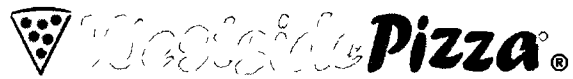


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**EXHIBIT H
TO THE FDD**

ADDENDUM TO FRANCHISEE'S LEASE

**LEASE ADDENDUM
CONDITIONAL ASSIGNMENT OF LEASE**

This Addendum is attached to and is made part of that certain Lease, by and between (LESSOR) and _____ (LESSEE or FRANCHISEE) dated _____ for the property located at _____ ('Premises')

A **CONDITIONAL ASSIGNMENT** LESSEE hereby conditionally assigns all of the LESSEE's right, title and interest in this Lease to Westside Pizza International Inc ("Franchisor") This assignment shall become effective only upon occurrence of both of the following conditions

1 Termination of the Franchise Agreement between Franchisor and LESSEE as Franchisee for the operation of the Westside Pizza outlet within the Premises, and

2 Exercise by Franchisor of its option to assume the obligations of and to replace LESSEE as the lessee under this Lease as provided in the Franchise Agreement between Franchisor and LESSEE within _____ () days after termination of the Franchise Agreement

LESSEE agrees that at such time as Franchisor exercises its option to become the LESSEE under this lease, LESSEE will immediately vacate the Premises without removing any fixtures, parts, or accessories except as authorized in the Franchise Agreement and LESSOR agrees to permit Franchisor to enter upon and take possession of the Premises LESSOR will take all legal action necessary to remove LESSEE if LESSEE refuses to vacate the Premises

LESSOR is hereby authorized and directed to rely solely upon written notice by Franchisor of the termination of the Franchise Agreement and exercise by Franchisor of its option to become the LESSEE under the Lease and is hereby relieved of any and all liability to LESSEE for any action it takes in so relying

LESSOR hereby consents to this Conditional Assignment of Lease and hereby agrees that if this assignment becomes effective, Franchisor shall thereafter be substituted for LESSEE as the Lessee in this Lease, LESSEE shall be relieved of all liability accruing under this Lease after the effective date of the assignment and Franchisor shall have the right to reassign this Lease to a new franchisee without the prior consent of LESSOR In the event of such reassignment, Franchisor shall be relieved of all liability accruing under this Lease after the date of said reassignment

B **LANDLORD NOTICES** LESSOR agrees to send to Franchisor copies of all notices that it sends to LESSEE Copies of these notices shall be sent to

Westside Pizza International Inc
8515 W Overland Road
Boise, ID 83709

or to such other address that Franchisor provides to LESSOR

C **DEFAULT BY LESSEE** In addition to the notices agreed to be given in the preceding paragraph, LESSOR agrees to give Franchisor thirty (30) days prior written notice of its intention to re-enter and repossess the Premises and to cancel the Lease on account of LESSEE's default of any of its terms, conditions or provisions. During the thirty (30) day period Franchisor may cure such default or otherwise exercise its rights under this Conditional Assignment.

D **OPTION TO RENEW** In the event that LESSEE fails to exercise any option which LESSEE might have under the Lease to renew it prior to its expiration, LESSOR agrees to notify Franchisor in writing of LESSEE's failure to renew the Lease and Franchisor shall then have fifteen (15) days from the receipt of such notice to exercise any option to renew and replace LESSEE as the lessee under the Lease.

E **PERMITTED USES OF THE PREMISES** The Premises may be used only for the operation of the franchise business, as approved from time to time by Franchisor. The Lessor hereby consents to the use and display of signs and other promotional materials associated with the franchise business. Franchisor has the right to enter the Premises for purposes permitted by law or by contract with the Franchisee, including, but not limited to, conducting inspections, protecting Franchisor's tradename and trademarks, correcting deficiencies under the Lease, planning and inspecting periodic renovations, and assuring compliance with the Franchise Agreement.

F **FRANCHISOR'S CONSENT TO TRANSFER** Lessor hereby acknowledges that, pursuant to the Franchise Agreement, Franchisor has the right to obtain written notification and prior consent to any transfer of the Franchisee's interest in the Lease, business or any sublease, in whole or in part.

G **INSURANCE** All policies of insurance required to be maintained by the terms of the Lease shall name Franchisor as an additional named insured and loss payee, as appropriate. The insurance policies shall also provide that Franchisor shall receive thirty (30) days written notice at its address set forth above of any material amendments, termination, expiration or cancellation of any such insurance policies. Franchisor shall be provided with certificates of insurance which indicate Franchisor as a named insured and, upon reasonable request by Franchisor, it shall be provided with copies of all insurance policies and endorsements thereof.

H **MISCELLANEOUS** Nothing contained in this Lease Addendum and Conditional Assignment shall be construed so as to create a partnership or joint venture between the parties.

Notary for Lessee

STATE OF _____)
) ss
COUNTY OF _____)

On this _____ day of _____, 20____, before me the undersigned, a Notary Public in and for the State of _____, duly commissioned and sworn, personally appeared _____, to me known to be the _____ of said corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that _____ is authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written

(print name)
NOTARY PUBLIC in and for the State of
_____ residing at

My appointment expires _____

**EXHIBIT I
TO THE FDD**

ACKNOWLEDGMENT OF RECEIPT OF COMPLETED AGREEMENTS

**ACKNOWLEDGMENT OF RECEIPT
OF COMPLETED AGREEMENTS**

The undersigned, personally and as an officer of or manager in the proposed franchisee, if applicable, does hereby acknowledge receipt of the following agreements

- | | |
|-----------|--|
| Exhibit A | Franchise Agreement, including the following Schedules |
| | Schedule 1 – Opening or Transfer Date |
| | Schedule 2 – Individual Guaranty |
| | Schedule 3 – Principal Non-Competition Agreement |
| | Schedule 4 – Principal Confidential Recipe Agreement |
| | Addendum Only for Franchisees Who Obtain SBA Financing |
| Exhibit E | State Specific Addenda |
| Exhibit F | Conditional Assignment of Telephone and Directory Listings |
| Exhibit H | Addendum to Franchisee's Lease |
| Exhibit I | Acknowledgment of Receipt of Completed Agreements |
| | Receipt of Disclosure Document |

All blanks must be completely filled in and any and all exhibits or addendums in the completed form in which they are intended to be executed by the undersigned (Note This receipt must be signed and dated at seven calendar days (or longer in some states) before the undersigned executes the Franchise Agreement and related agreements Do not sign and return documents until at least seven calendar days (or longer in some states) have elapsed from the date of this receipt)

I acknowledge that I should review all such documents personally or have my attorney or other advisor review such documents so that I am fully familiar with the franchise and documents prior to signing them or paying any money

I hereby agree that all information and materials given to me will be used only in conjunction with my consideration of the franchise All such information and materials shall not be disseminated other than to my advisors, and will be returned to Westside Pizza International Inc promptly if I decide not to purchase a Westside Pizza® franchise

DATE I RECEIVED THE COMPLETED AGREEMENTS _____, 20__

SIGNED _____	SIGNED _____
NAME (Please print) _____	NAME (Please print) _____
_____	_____
Address _____	Address _____

(Attach additional signatures if necessary If franchise is to be owned jointly or as community property by husband and wife, both must review all documents and sign All owners of an entity franchisee must review all documents and sign individually and on behalf of the entity)

**EXHIBIT J
TO THE FDD**

RELEASE AGREEMENT FORM

**WESTSIDE PIZZA INTERNATIONAL INC.
RELEASE AGREEMENT**

(_____)
franchisee

This RELEASE AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 20__ by and between **WESTSIDE PIZZA INTERNATIONAL INC.**, (herein "Franchisor") and _____, **LLC/INC.**, _____, AND _____, (jointly and severally "Franchisee") The above will collectively at times be referred to as "Parties" and individually as "Party" Capitalized terms used herein will have the meanings set forth in the Franchise Agreement, unless defined otherwise herein

RECITALS

WHEREAS, Franchisee entered into a Westside Pizza® franchise agreement on _____, 20__ with Franchisor ("Franchise Agreement"), and

WHEREAS, the Franchise Agreement was personally guaranteed by _____ and _____ ("Personal Guarantor(s)"), and

WHEREAS, the Franchise Agreement has been terminated effective as of the ____ day of _____, 20__

NOW THEREFORE, In consideration of the recitals, premises and other provisions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, Franchisor, Franchisee and Personal Guarantor(s) hereby agree as follows

1 Franchisee and Personal Guarantor(s) hereby, fully and irrevocably, release, acquit and forever discharge Franchisor and its successors, affiliates, directors, officers, members, managers, employees, shareholders, representatives and agents and each of them, individually and collectively, of and from any and all claims, demands, obligations, causes of action, suits or liabilities of any kind and nature, whatsoever, whether known or unknown, suspected or unsuspected, and in whatever legal theory or form which Franchisee and Personal Guarantor(s) have or claim to have, or at any time heretofore, had or claimed to have had, or which may hereafter accrue or arise, against Franchisor, its successors, affiliates, directors, officers, members, managers, shareholders, employees and agents, and each of them, by reason of, or in any way connected with the Franchise Agreement, the relationship described therein and any business transaction, agreement or occurrence, act or omission relating thereto prior to the date hereof Franchisee and Personal Guarantor(s) further waive any and all state law provisions limiting the effect of a general release

2 Franchisee and Personal Guarantor(s) hereby covenant not to initiate, prosecute, encourage, assist, or (except as required by law) participate in any civil, criminal, or administrative proceeding or investigation in any court agency, or other forum, either affirmatively or by way of cross-claim, defense, or counterclaim against any person or entity released under Section 1 above with respect to any claim released under Section 1

3 Franchisee and Personal Guarantor(s) represent that each of them fully understands the broad coverage of the release provisions of this Agreement, and that they execute the same with respect to all claims, causes of action and demands, as set forth above, they have or may have against the Franchisor, fully intending that the provisions hereof be given the broadest interpretation permitted by law or the English language. Franchisee and Personal Guarantor(s) acknowledge and expressly agree that they will make no claim, and hereby waive any right they may now have, or may hereafter have, based upon any alleged oral or written alteration, amendment, or modification of this Agreement, fully waiving any right they may have to refer to extrinsic matters in the interpretation hereof, whether to establish fraud, duress, mistake, undue influence, or for any other purpose.

4 This Agreement may be pleaded as a full and complete defense to, and may be used as the basis for, an injunction against any action, suit or other proceeding which may be instituted, prosecuted or maintained in breach of this Agreement.

5 Nothing in this Agreement releases Personal Guarantor(s) or Franchisee from their obligations under the non-competition clauses of the Franchise Agreement or their Non-Competition Agreements signed with Franchisor.

6 Miscellaneous

6.1 Cooperation Franchisee and Personal Guarantor(s) will make, execute and deliver to Franchisor, promptly upon request and without additional consideration, any document or instrument necessary to carry out and effectuate the purposes of this Agreement.

6.2 Choice of Law and Jurisdiction This Agreement will be construed in accordance with and all disputes hereunder will be governed by the laws of the State of Idaho without giving effect to its conflicts of law provisions. Franchisee, Personal Guarantor(s), and Franchisor hereby irrevocably consent to the exercise of general personal jurisdiction in the courts of record of the State of Utah even though it may be otherwise possible to obtain jurisdiction elsewhere, and we both agree that Salt Lake City, Salt Lake County, Utah will be the exclusive venue for any litigation between us. Each party waives any objection they may have to the personal jurisdiction of or venue in the state and federal courts of Salt Lake County, Utah.

6.3 Arbitration In the event any controversy or dispute arises between the Parties hereto in connection with, arising from or with respect to the provisions hereof, the relationship of the Parties hereto, or the validity of this Agreement or any provision hereof, such dispute or controversy will, on the request of any Party hereto be submitted for arbitration to the American Arbitration Association in accordance with its commercial arbitration rules. All arbitration hearings will be conducted exclusively in Salt Lake City, Utah, and the laws of the State of Idaho will govern, without giving effect to its conflicts of law provisions. The arbitrator will have the power and jurisdiction to decide such controversy or dispute solely in accordance with the express provisions of this Agreement. The prevailing Party in any arbitration suit or action to enforce this Agreement, will be entitled to recover the administrative costs of the arbitration proceeding and the fee for the arbitrator. The Parties agree that any claim hereunder will result in an award not more than 120 days from the date of the statement of claim filed with the American Arbitration Association, unless otherwise waived by the Parties. The award and findings of the arbitrators will be conclusive and binding upon all Parties hereto and the judgment upon the award may be entered in any Court of competent jurisdiction.

6 4 Attorneys' Fees and Costs In the event any action in law or equity or any arbitration or other proceeding is brought for the enforcement of this Agreement or in connection with any of the provisions of this Agreement, the successful or prevailing party or parties will be entitled to reasonable attorney's fees and other costs reasonably incurred in such action or proceeding

6 5 Amendment This Agreement may be amended, modified or changed only by a written instrument signed by duly authorized representatives of both Parties

6 6 Company Authority The persons signing below warrant that they are authorized to enter into this Agreement on behalf of their respective principals identified below and that by their signatures they bind such principals to this Agreement

6 7 Binding Agreement This Agreement and all its terms, conditions and stipulations will be binding upon and will inure to the benefit of the Parties hereto and their respective legal representatives, heirs, successors and permitted assigns

6 8 Confidentiality Franchisee and Personal Guarantor(s) agree to maintain this Agreement, the terms hereof, and any and all information obtained or provided by either Party in order to initiate a contractual relationship, in the strictest of confidence

6 9 Counterparts This Agreement, and those contemplated herein, may be executed in counterparts, including by means of telefaxed, emailed pdf or other electronically delivered signature page, each of which will be deemed an original, but all of which together will constitute one and the same document

6 10 Entire Agreement This Agreement contains the entire agreement and only understanding between the Parties with respect to the subject matter hereof and supersedes all previous negotiations, agreements and understandings between the Parties and affiliates of the Parties, in connection with the subject matter covered herein, whether oral or written, and any warranty, representation, promise or condition in connection therewith not incorporated herein will not be binding upon either Party The Parties hereby agree that all prior agreements with between the Parties regarding the subject matter hereof are hereby terminated with no continuing duties or obligations on the part of the other Party

6 11 Paragraph Headings The paragraph headings appearing in this Agreement are inserted only as a matter of convenience and reference and in no way define, limit, construe or describe the scope, interpretations or extent of such paragraph or in any way affect such paragraph or this Agreement Words in the masculine gender include the feminine and neuter Use of the singular will include the appropriate plural numbers

6 12 Enforceability Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction will, as to such jurisdiction, not be effective to the extent of such prohibition, but such prohibition will not invalidate the remaining provisions hereof or affect the validity or enforceability of such provisions in any other jurisdiction

7 This Agreement will be effective when all the parties have signed it The date of this Agreement will be the date this Agreement is signed by the last party to sign it as provided in the signature block below

8 The Franchisee and Personal Guarantor(s) acknowledge that they have carefully read the foregoing Agreement and know and understand the contents of this Agreement, have been represented by counsel, or had the opportunity to be represented by counsel, and sign this Agreement as their own free act, fully intending to be legally bound thereby

IN WITNESS WHEREOF, and by their signatures below, the Parties hereto acknowledge that they have read, understand and agree to all of the terms and provisions of this Agreement and have caused this Agreement to be executed as of the date provided below written with the full authority of the company principal they represent

FRANCHISOR

FRANCHISEE

WESTSIDE PIZZA INTERNATIONAL INC

_____, LLC/INC

By _____
(Signature)

By _____
(Signature)

Name _____

Name _____

Title _____

Title _____

Date _____

Date _____

PERSONAL GUARANTOR(S)

By _____
(print name)_____, personally

By _____
(print name)_____, personally

Date _____

Date _____

By _____
(print name)_____, personally

By _____
(print name)_____, personally

Date _____

Date _____

RECEIPT
(Franchisee's Copy)

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

If Westside Pizza International, 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. Michigan requires 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 Westside Pizza International, Inc. does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the state administrator listed in Exhibit D-2.

The franchisor, Westside Pizza International, Inc. is located at 8515 W. Overland Road, Boise, Idaho 83709. Its telephone number is (360) 536-1339.

The names, business addresses, and phone numbers of each franchise seller offering this franchise is as follows:

<u>Name</u>	<u>Address</u>	<u>Phone Number</u>
Rodney Nelson	8515 W. Overland Road, Boise, ID 83709	(360) 536-1339
Aaron Olson	8515 W. Overland Road, Boise, ID 83709	(360) 536-1339

Issuance date: March 5, 2018

Westside Pizza International, Inc. authorizes the respective state agencies identified on Exhibit D-1 to receive service of process for it in the particular state.

I received a disclosure document dated Issuance date: March 5, 2018 that included the following Exhibits:

Exhibit A	Franchise Agreement, including Schedules	Exhibit E	State Specific Addenda
Exhibit B	Financial Statements for Westside Pizza International Inc.	Exhibit F	Conditional Assignment of Telephone and Directory Listings
Exhibit C	List of Franchisees as of December 31, 2017	Exhibit G	Manual Table of Contents (See Also Item 11)
Exhibit D	Names and Addresses of State Regulatory Authorities and Agents for Service of Process in States	Exhibit H	Addendum to Franchisee's Lease
		Exhibit I	Acknowledgment of Receipt of Completed Agreements
		Exhibit J	Release Agreement Form

Date _____
(Do not leave blank)

Signature of Prospective Franchisee

Print Name

Title (if Signing for Company)

Attach additional signatures or use additional receipts if necessary. If franchise is to be owned jointly or as community property by husband and wife, both must review all documents and sign. All owners of an entity franchisee must review all documents and sign individually and on behalf of any legal entity.

Please sign and date this receipt (with the date that you received the disclosure document), and if you received it electronically via email, also (1) Open the attached disclosure document, to verify that you can download it, then immediately Reply to All, with a cc to the email address listed on the state cover page of this disclosure document, stating that you received and downloaded this disclosure document, AND (2) Also print, sign, and date a copy of the receipt (with the date that you received this disclosure), and return via mail or email to us at the address on the cover page of this disclosure document.

RECEIPT

(Franchisor's Copy)

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