WestsidePizza®

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FRANCHISE DISCLOSURE DOCUMENT

WESTSIDE PIZZA INTERNATIONAL INC.
a Washington corporation
8515 W. Overland Road
Boise, ID 83709
(360) 536-1339
franchise@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 $397,400. This includes the $7,000 to $25,000 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: March 20, 2019

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

4. 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 MARTIAL AND PERSONAL ASSETS AT RISK IF YOUR FRANCHISE FAILS.

5. 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
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Exhibit C	Schedule of Franchisees
Exhibit D	Names and Addresses of State Regulatory Authorities and Agents for Service of Process in States
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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.

Our predecessor is Jason West Enterprises Inc. d/b/a Westside Pizza ("JWE"). Jason West, opened the first Westside Pizza outlet as a sole proprietor in January 1996. JWE was a Washington corporation formed on July 19, 2005, to franchise pizza restaurants under the name Westside Pizza. JWE offered similar franchises from April 2006 through December 31, 2011. 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. JWE did not offer franchises in any other line of business. We no longer have any affiliation with JWE, and JWE has been administratively dissolved in the state of Washington.

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, 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. We have not offered franchises in other lines of business, and do not presently intend to do so.

Franchisor's Business and Franchises to be Offered. We license and train others to operate Westside Pizza® businesses. As a Westside Pizza® business, you will offer a retail outlet specializing in carry-out, dine-in and delivery of pizza. The grant of a franchise authorizes you to engage in our complete system under the name Westside Pizza® and other proprietary marks. Our system includes, among other things, confidential manuals, methods, standards, recipes, menus, know-how, and other confidential business information, procedures, specifications and services as we may develop. As a Westside Pizza® franchisee, you will have the opportunity to use the Westside Pizza® system only at a specific location within your territory. 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.

You also may enter into an area development agreement with us for the development of additional franchise units (see Exhibit "I"). The size of the territory, the number of units to be developed and the development schedule are negotiable. You will be required to sign our then-current franchise agreement for each unit as developed, which terms may differ from the current FDD included with this FDD. Unless specifically stated otherwise, the disclosures for a multi-unit are the same as for a single unit.

General Description of Market and Competition. The general 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. You may also encounter competition from other Westside Pizza® franchises operated by us or other franchisees outside your territory.

Laws and Regulations. You are required to follow all laws and regulations which apply to business generally.

In addition to laws and regulations that apply to businesses generally, your business is subject to federal, state, and local health and consumer protection laws and other regulations and guidelines governing the food service industry. The Food and Drug Administration, the United States Department of Agriculture and food industry organizations, including the national Restaurants Association have established rules affecting this industry. You may be required to obtain food handlers' permits and a liquor license or alcohol certificate and liquor handling training in your state and comply with dram shop laws. If you serve alcoholic beverages as part of your business, 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 regulations on the hours of sales for these products. You may be required to obtain additional insurance coverage which may increase your premium payments.

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. You are further prohibited from charging customers any credit card, merchant processor, or similar processing fees (Section 9(d)(i), Franchise Agreement).

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.

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 of $25,000 when you sign the franchise agreement. For veterans of the United States military who provide a copy of DD214, we will discount the initial fee by $5,000 for the first unit developed. 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. For existing franchisees who purchase during the 2019 calendar year, the initial fee for subsequent franchise units will be $7,000, and will be 50% of the then-current fee thereafter. 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 $20,000.

Initial Training Fee. There is no training fee for up to three attendees. We allow additional people to attend a fee of $60 per hour per attendee. See Item 7 for more details.

Area Development Agreement. If you enter into an area development agreement, the initial franchise fee for each unit to be developed after the first unit is $12,500. The first unit is $25,000. You must pay an upfront development fee of $25,000, plus $12,500 for each unit to be developed, which is credited towards the initial franchise fee of each franchise as developed. You must sign the then-current franchise agreement as each unit is developed. Failure to develop in accordance to the development schedule will result in forfeiture of your rights and any payments made to us.

Variability. Except as may be stated in this Item 5, the initial franchise fee is uniform and non-refundable for all franchisees.

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 any training is needed after initial training
Franchisee Local Advertising	The lesser of 2% of Gross Sales or $2,000 per month.	Quarterly	Once an advertising or marketing fund is established this amount will be reduced to 1% or $1,000.
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
Advertising Cooperative	Up to 1% of Gross Sales, payable to the co-op if established by us.	Payable in accordance to the marketing cooperative's governing documents if a marketing cooperative is established by us.	If we form a local marketing cooperative in your area, any marketing expenditures you make through the cooperative is credited towards fulfilling your local advertising obligation.
Late Payment Fee	Currently the fees are: $50 per day for each late payment and $50 per day for each late	Upon due date of fees	See Note 2

Name of Fee	Amount	Due Date	Remarks
	report, plus a fee of 1% of gross sales for the most recent full month.		
Additional In-Person Training or Assistance	$60 per hour	Upon billing which can be during training	See Note 3
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
Successor Franchise Fee	$1,000	Before expiration of current franchise agreement	A condition of renewal to offset expenses incurred in connection with successor franchise
Relocation Fee	$4,000	Upon approval by us of the relocation of your retail outlet	A condition of relocation
Interim Management Fee	$400 per day per representative	Time of service	See Note 4
System non-compliance fines and charges	1% royalty increase	As incurred	In the event you fail to cure any default in the time specified, your royalty will increase by 1% for the term of the franchise agreement
Liquidated Damages For Your Early Termination	Varies	Upon your termination of the franchise agreement	See Note 5
Failure to Make Premises Available Post-Termination	$2,500	As incurred	See Note 6

Except as stated above, you pay all fees to us. All fees are non-refundable and all fees are uniformly imposed on all franchisees except that certain franchisees pay a reduced royalty.

Note 1: Gross Sales is defined in the franchise agreement as "the total of all sales of all products, goods or services sold, traded, bartered, or rendered by you and income of every kind and nature including the value of a trade or other bartering, delivery, or off-site sales of Pizzeria products, arising from your franchise business and tangible property of every kind sold by you during the term of the franchise agreement and without reserve or deduction for inability or failure to collect. "Gross Sales" excludes bona fide credits and returns for products and excludes amounts paid by you for sales or use taxes on

the sale of any products or services." 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. Certain franchisees with older franchise agreements may pay a different royalty rate, including on any subsequent franchises purchased. 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.

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: You must pay the travel, lodging, food, and other expenses of your attendees or our representatives during this additional training or assistance. We can require you to attend refresher training classes if you do not pass our inspections or otherwise determined by us in our sole discretion. If the training is provided by a third-party, the rate is set by them and may exceed $60/hour.

Note 4: Payable if we elect to operate your business during your unapproved closing, unapproved absence, incapacity, death, if you are not in compliance, or if we elect to purchase your franchise at a time allowed under the franchise agreement to prevent harmful interruption of business. You must also pay the food, travel, lodging, and other expenses for our representative(s) and other expenses which may be incurred by us to perform such services, plus royalties, advertising fees and other applicable fees.

Note 5: In the event Your franchise agreement is terminated early, for any reason, You and WPI agree to the following formula as a compromise between them on the calculation of 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 60% of your highest monthly royalty payments prior to termination. For example, if the highest royalties paid in a month during the term of your franchise agreement were $3,000 and there were 36 months remaining on the term of the franchise agreement, our liquidated damages would be $64,800 ($3,000 x 60% x 36 = $64,800).

Note 6: 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 $25,000 (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 $150,000 (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 (Note 5)	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 7)	As incurred	Before opening	Third parties
Signage and Decor	Approx. $3,500 to $10,000 (Note 8)	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 to $20,000 (Notes 6 & 9)	As incurred	Expended over approximately the first three months of operation	Employees, professionals, utilities, suppliers, etc.
TOTAL	Approx. $123,400 to $397,400 (Note 10)			

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) Initial Franchise Fee. The initial franchise fee is non-refundable and we do not finance any portion of the fee (See Item 10).

(2) Real Estate & Leasehold Improvements. You may choose to spend more for leasehold improvements, but this is not normally recommended and are not included in the estimates. 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 will have approximately 2,500 square feet of space for units that include a sit-down area; a take-out/delivery only unit will have approximately 1,500 square feet of space. This estimate includes a deposit for first and last month's rent. Costs of commercial property or leases and improvements vary widely based on location, terms of lease, total area of your space, as well as construction material and costs. We have not included amounts for ongoing lease commitments except these amounts. We provide standard plans and specifications for construction and improvements. You should review these costs with a local contractor, commercial real estate agent and other professionals.

(3) Equipment & Small Wares. This category estimates costs for 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) Initial Inventory. The inventory category includes pizza ingredients, beverages, packaging, cleaning supplies and paper products.

(5) Training Travel & Living Expenses. You are responsible to pay all travel, living, and other associated training expenses for yourself and your employees during training, directly to the supplier. We estimate that you will have 3 people attend training. These costs will vary widely as a function of the distance traveled and the choice of accommodations, transportation and meals.

(6) Miscellaneous Opening Costs. These miscellaneous costs include legal fees, utility costs, business entity organization expenses, employee training, deposits, insurance and licenses. For insurance, you must purchase and maintain: (i) commercial general liability insurance in any amount of at least $1,000,000 per occurrence and $2,000,000 in the aggregate, whichever is greater; (ii) business interruption insurance of at least $1,000 per day; (iii) employment practices liability insurance of at least $1,000,000; and (iv) umbrella policy for excess coverage on the policies described above up to $3,000,000 of coverage, which policies will insure both you and us and our managers and officers and nominees as additional insureds against any liability which may accrue by reason of your ownership, maintenance or operation of the business licensed by us. 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. We strongly recommend that you hire a lawyer, accountant, and other professionals to advise you on this franchise offering. Rates for professionals can vary significantly based on locale, area of expertise and experience.

(7) Marketing. This estimates the cost of advertising for the first 3 months after opening. Most advertising and marketing expenses are incurred after opening. We use a "soft opening" approach which means you will not advertise until you and the staff are prepared for the generated business.

(8) Signage. At least one exterior sign displaying the trademark and one interior sign is required. These signs may be made locally. All signs must conform to our specifications. All purchase agreements or leases must be negotiated with your suppliers. You must use the location's monument sign if available.

(9) Additional Expenses. You must have adequate working capital sufficient to keep your business in operation for at least 3 months. Employee compensation is between you and your employees and may vary widely. We have relied upon the experience of our principals and franchisees to compile these estimates.

(10) Total. These figures are estimates for the development of 1 franchise unit and we cannot guarantee that you will not have additional expenses starting your franchise business. Your costs will depend on factors such as: how well you follow our methods and procedures; your management skill; experience and business acumen; local economic conditions; the local market for our products or services; the prevailing wage rate; competition; and the sales levels reached during the initial period. You should review these figures carefully with a business advisor before making any decision to purchase the franchise. All purchase agreements or leases must be negotiated with suppliers. For any items purchased from us, we require immediate payment and payments are not refundable by us. We do not offer direct or indirect financing for any item (see Item 10).

Item 8
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Approved Suppliers, Proprietary Products and Required Purchases

You must operate your franchise according to our system, including purchasing or leasing certain items or services according to our specifications from approved suppliers which could be us or our affiliates. You must not deviate from these methods, standards and specifications without our prior written consent. Neither we or our affiliates are a designated or approved supplier but we reserve the right for us or our affiliate to be an approved or the only supplier for any item listed below. None of our officers, owners or managers owns an interest in any designated suppliers.

You must purchase the following products and services from us, other sources designated or approved by us, or according to our specifications.

Item or Service	Is the franchisor or an affiliate an approved supplier of this item?	Is the franchisor or an affiliate the only approved supplier of this item?
Food supplies and ingredients	Yes	Yes
Large equipment	Yes	No
Beverages	Yes	Yes
Security Camera	Yes	No
Branded/Logoed items	Yes	Yes
Computer & POS System	Yes	Yes
Merchant Services	Yes	Yes
Gift Cards	Yes	Yes
Payroll	Yes	No

We may also require you to purchase advertising materials from us or approved suppliers. We reserve the right for us or an affiliate to be an approved supplier or the only approved supplier of any of the items listed in the above table. Additionally, we reserve the right to require that all items used in the operation of your business be purchased from us or other sources designated or approved by us.

Insurance. You are required at your own expense to keep in full force, by advance payment(s), during the entire term of the franchise, those minimum insurance policies as set forth in the franchise agreement and our manuals. You must also maintain and keep in force all worker's compensation and employment insurance on your employees that is required under all federal and state laws.

These policies must name us, and our officers, directors and nominees as additional insureds against any liability which may accrue by reason of your ownership, maintenance or operation of the franchise business. 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 obtain insurance or fail to maintain the same in full force and effect, we may obtain insurance for you at our discretion, and you will pay us the premium costs upon our demand. Failure to obtain and maintain the required insurance constitutes a material breach of the franchise agreement entitling us to terminate the agreement. You must also procure and pay for all other insurance required by state or federal law. We may periodically increase the amounts of coverage required and/or require different or additional coverage. We do not derive revenue as a result of your purchase of insurance.

Approved Suppliers

All approved suppliers and specifications are made available to you before the beginning of operations. We consider our approved suppliers and specifications to be of critical importance to the success of the system. You may be assessed fines and charges, in accordance with our manuals for purchasing, using, or selling unapproved products or using unapproved or undesignated 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 CSM Cost Solutions, and receive an average of $2,000 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.

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. In the last fiscal year, our revenues from the sale of these

products and services to franchisees was $146,085 or 12.4% of our total revenues of 1,173,636.85. In the last fiscal year we did not receive any revenue directly from franchisees for the purchase of these products or services.

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.

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).

Unapproved Suppliers

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. Any testing fee is not refundable regardless of whether or not we approve of a supplier. 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.

At this time there are no franchise purchasing or distribution cooperatives. We price compare with vendors and attempt to negotiate purchase arrangements with suppliers for the benefit of franchisees. 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 4.1 of franchise agreement	Item 11
b.	Pre-opening purchases/leases	Paragraphs 6.1.3, 6.1.9, 6.1.11 and 6.1.13 of the franchise agreement	Items 7, 8 and 11

c.	Site development and other pre-opening requirements	Section 4.2 of the franchise agreement	Items 7 and 11
d.	Initial and ongoing training	Paragraph 6.1.4 and section 7.4 of the franchise agreement	Item 11
e.	Opening	Section 4.3 and paragraph 7.4.2 of the franchise agreement	Item 11
f.	Fees	Article V of the franchise agreement	Items 5, 6 and 7
g.	Compliance with standards and policies/Manual	Section 6.2 and article IX of the franchise agreement	Items 8, 11 and 16
h.	Trademarks and proprietary information	Article III of franchise agreement	Items 13 and 14
i.	Restrictions on products/services offered	Article VIII of the franchise agreement	Items 8 and 16
j.	Warranty and customer service requirements	Paragraph 6.1.2 and section 7.3 of the franchise agreement	Item 11
k.	Territorial development and sales quotas	Not applicable	Item 12
l.	Ongoing product/service purchases	Article VIII of the franchise agreement	Item 8
m.	Maintenance, appearance and remodeling requirements	Paragraph 6.1.9 of the franchise agreement	Item 11
n.	Insurance	Paragraph 6.1.11 of the franchise agreement	Items 7 and 8
o.	Advertising	Article X of the franchise agreement	Items 6, 7 and 11
p.	Indemnification	Section 15.2 of the franchise agreement	Item 6
q.	Owner's participation/ management/staffing	Paragraphs 6.1.6, 6.1.7 and 6.1.10 of the franchise agreement	Items 11 and 15
r.	Records and reports	Sections 5.4 and 5.5 of franchise agreement	Item 6
s.	Inspections and audits	Sections 5.5, 5.7, 7.5 and paragraph 6.2.2(iv) of the franchise agreement	Items 6 and 11
t.	Transfer	Article XIV of the franchise agreement	Item 17
u.	Renewal	Section 2.2 of the franchise agreement	Item 17
v.	Post-termination obligations	Section 12.1 of the franchise agreement	Item 17
w.	Non-competition covenants	Article XVI of the franchise agreement	Item 14, 15 and 17
x.	Dispute resolution	Article XVII of the franchise agreement	Item 17

y.	Compliance with government regulations	Paragraph 6.1.1 of the franchise agreement	Item 12
z.	Guarantee of franchisee obligations	Paragraph 6.3.1 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 1.1, Franchise Agreement).

2) Approve of your site. We do provide limited assistance to you in locating a site for your franchised business. We will work with your local broker in finding sites suitable for your franchise business. However, in the end, you will be responsible for choosing a proposed site to send to us for approval. Our assistance in locating a site is not a guarantee or a warranty of the potential success of a 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. We do not prepare demographic studies or otherwise evaluate or guarantee the potential success of your proposed site. 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 4.1, Franchise Agreement).

3) Provide written specifications for store construction or remodeling and for all required equipment, inventory and supplies. We do not provide assistance in the construction, remodeling, or decorating of your franchise business, but you must receive our prior written approval as to the floor plan and layout prior to commencing any improvements or construction (Section 4.2, Franchise Agreement).

4) Train your operating principal and manager in our training program described in detail below (Section 6.1.4 and 7.4, Franchise Agreement).

5) Be present at your franchised site for a minimum of seven days to provide you with pre-opening and opening assistance (Section 7.4.2, 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.

6) Lend you a copy of the confidential Manual, in one or more volumes, or in electronic media format. The Manual may be amended, supplemented, or replaced at any time. This Manual is confidential and remains our property. 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. You are prohibited from copying all or any portion of the Manual. 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 (franchise agreement article IX).

Site Selection.

You will have 60 days to have a site selected for your franchise business. You must use a local broker in your site selection. A lease must be in place within eight weeks from the date of the franchise agreement. We must approve of your lease, and you are required to include our standard lease addendum which is attached to the franchise agreement as part your lease.

Construction must be started within 90 days from the date of the franchise agreement and be completed within five months from the date of the franchise agreement. You are required to begin operations within 30 days after construction is complete.

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. You must begin operation of the restaurant within seven days after written acknowledgment from us that your restaurant complies. 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.

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 4 to 6 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. Upon your showing of a good faith effort to open within the above timeline and to correct all issues and defects, we have the right to grant you an extension to open the franchise business that will not exceed 12 months from the date of signing the franchise agreement (franchise agreement article IV).

Our Obligations During Your Operation of the Franchised Business. After you open your business, we will:

1) For the first 90 days after opening, we will be in contact with you periodically by telephone to discuss your operational issues (Section 7.2, Franchise Agreement).

2) Provide you with updates to the Manuals. We have the right to modify the Manuals to reflect changes in the system including the development of change in products and services (Section 9.1, Franchise Agreement). The modifications may obligate you to invest additional capital in your franchise business and to incur higher operating costs. You must incorporate all such modifications within the time periods that we specify. The master copy of the Manual maintained by

us will be controlling in the event of a dispute relative to the contents of the Manual (Franchise Agreement article IX).

3) Provide additional or supplemental training for you and your management employees, at your cost (Section 7.4, Franchise Agreement).

4) We do not assist you with the hiring, managing, firing or compensation of your employees. That is your responsibility (Paragraph 6.1.10, Franchise Agreement).

After you open your business, we may:

5) 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 (Paragraph 6.1.12, Franchise Agreement).

6) At our discretion, make periodic inspections of your franchise business, which may be done in person or through remote access such as video or live video conferring. We may provide you with written reports of our inspection. Upon our request, at all reasonable times, you will provide to us video and/or digital images of the interior and exterior of your franchise business as set forth in the Manuals (Section 7.5 and Paragraph 6.2.2(iv), Franchise Agreement).

7) Provide you with such continuing assistance in the operation of the franchise business as we deem advisable (Section 7.2, Franchise Agreement).

8) 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. You must honor all coupon, price reductions, and other programs established by us.

9) Replace defective products purchased directly from us based on our standard limited warranty. For items purchased through third parties or an affiliate, you must work directly with your supplier of such items regarding warranties, defective products, training and support (Section 7.3, Franchise Agreement).

Advertising Fund. We have the right, upon 60 days' written notice to you, to institute a marketing fund. Once established, You must pay to us a monthly, non-refundable, assessment of up to 1% of your Gross Sales, or such lesser amount as we may specify (the "Marketing Fund Fee") for regional or national marketing or public relations programs as we, in our sole discretion, may deem necessary or appropriate to advertise and promote the franchise system. Each franchise owned and company-owned store will contribute Marketing Fund Fees at the same rate.

We are responsible for administering the Marketing Fund. We will direct all uses of the advertising fund, with sole discretion over: 1) the creative concepts, materials, endorsements and media used (which may include television, Internet, radio, print, and other media and marketing formats as developed over time, as funds permit); 2) the source of the marketing or public relation efforts (which may be in-house or through an outside agency located locally, regionally or nationally); 3) the placement and allocation of these programs (which will be local or regional); and 4) the composition

of all geographic territories and market areas for the development and implementation of these programs (Paragraph 5.3.1 and Section 10.1, Franchise Agreement).

We are not required to spend any amount on marketing directly in the area or territory where you are located. We make no representations that advertising expenditures the Marketing Fund will benefit you or any other franchisee directly, on a pro-rata basis, proportionally, or at all. We do not use marketing funds to solicit new franchisees.

We may use the Marketing Fund 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 the Marketing Fund.

Any unused marketing funds in any calendar year will be applied to the following year's fund. The Marketing Fund is unaudited. You may request an unaudited annual report of marketing expenditures within 90 days of the end of our fiscal year. During the 2018 fiscal year we did not collect any marketing funds.

No franchisee advertising council is anticipated at this time.

Advertising Cooperative. You are required to participate in a local or regional advertising cooperative when established by us. The area of any cooperative marketing association will be based on regions determined by us. Your marketing area is defined as a market with multiple Westside Pizza® locations, as determined by us. Upon the formation of an advertising cooperative, you will be deemed to be a member of that association as covers the area in which your franchise is located, and you will be bound by any decisions made by the association upon a majority vote by voting members. You and other franchisees in the cooperative will be responsible for the administration of the association. Governing documents will be provided by us or by the cooperative and approved by us. At this time these governing documents are not available. Voting will be on the basis of one vote per franchise or company-owned location in good standing. You will be required to contribute marketing fees to any local or regional cooperative marketing associations as determined by the cooperative members. The timing and amount of this contribution may vary according to the vote and rules of the advertising cooperative but will not exceed your required annual local marketing percentage in any single year, unless a majority of the members in your advertising cooperative vote to increase the contribution percentage. This is in addition to the Marketing Fund. We and our affiliates will contribute to advertising cooperatives on the same basis as the franchisees. The cooperative will be required to prepare unaudited annual financial statements and these will be available to all franchisees in the cooperative, and us, for review. We have the power to require cooperatives to be formed, changed, dissolved or merged at any time (Paragraph 5.3.3 and Section 10.2, Franchise Agreement).

At this time, you are not required to participate in any other marketing funds.

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 $2,000 per month. The total of the Franchisee Local Marketing and the Marketing Fund Fee will not exceed 2% of Gross Sales (Paragraph 5.3.2 and Section 10.3, 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 10.3, Franchise Agreement).

Internet. You may not create a website for your franchise business. Additionally, you cannot engage in social media on behalf of your franchise business or 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 we do provide written approval to create your own website or social media for the franchise business, all content must be pre-approved by us in writing, and you are required to provide us administrative access, account information and any other information related to any of your websites and social media. With our prior approval, you may be allowed to register listings on sites such as Yelp. You must strictly comply with our policies and procedures regarding websites, social media, and Internet marketing. Failure to strictly follow our policies and procedures is grounds for termination of the franchise agreement. You must at all times maintain and frequently check a valid email address, known and available to us, to facilitate our communication with you. We reserve the right to restrict your right to use these sites in the future (Section 10.6, Franchise Agreement).

As used in this FDD, 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.

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. Our approval will normally take 7 days. Any marketing you create becomes our property and will be considered "works for hire" that can be used by us or other franchisees without compensation to you. 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 for your independent advertising will be yours. (Sections 3.11 and 10.5, Franchise Agreement).

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.

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. We have used the current POS system since January 2019.

You must acquire, maintain, and upgrade Computer Systems all as we specify. The initial cost for these purchases is approximately $12,000. In addition, we require you to obtain an Internet Service Provider (ISP). The fee for an ISP is typically between $20-$100 per month.

We will have independent access to the information and data collected or generated by the Computer System. There are no contractual limits on our rights to do so. You must keep these systems available for our access 24 hours a day, 7 days a week. 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. We estimate the annual costs to maintain, upgrade and support your hardware, software, and Computer System to be between $500 to $1,500. We are not required to maintain, repair, update and/or upgrade your Computer System. There are no contractual limitations to the frequency and cost of the obligation to upgrade and maintain the Computer System [franchise agreement paragraph 6.1.13].

There is a monthly software licensing fee which you are required to pay. This estimated ongoing software licensing fee is between $4,800 and $6,200 per year depending on how many terminals you have. 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. Currently you are required to use QuickBooks® Online, but we have the right to change the required accounting software and program in our sole discretion and you must immediately comply with any such changes. We will have the right to independent access to the information and data collected or generated by the Computer System, and which is required in our reports. There are no limits to our rights to do so. You must transmit information to us daily or at other intervals that we specify and in the form and manner that we specify.

Initial Training Program.

Your majority owner, operating principal (if different from your majority owner), and your managers (including assistant managers) are required to attend and successfully complete a training program which is held at our Boise, Idaho store, or at another location that we choose. There is no charge for training for up to 3 people. The training program is held as needed but at a minimum with every new franchise agreement signing for new franchisees. Successful completion will be determined by our trainers.

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.

Successful completion of training must be completed 30 days before you may open your franchise business. The length of training depends on the prior experience of your attendees but should last approximately 7 to 12 days. The estimated cost of training is listed in Item 5 and Item 7 [franchise agreement section 7.4].

After the initial training, any new operating principal and manager must complete initial training before they are allowed to assume the duties of the operating principal or manager. Our fee for this additional training is currently $60 per person per hour to be trained. For more information see Item 6.

The initial training is provided by instructors whose experience is described below and in Item 2 if the trainer is part of management. The training program consists generally of the following:

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
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.

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 restricted to the zip codes set forth in the franchise agreement (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. You do not have the right to sell products or services through other channels of distribution, including the Internet, via apps or social media. Other franchisees may not conduct hard or directed advertising within your territory and you may not conduct hard or directed advertising within other territories.

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 3 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 approved 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.

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, market, 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 non-traditional 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; and

(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 no 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. You are prohibited from conducting hard or directed marketing outside of your territory, and

other franchisees are prohibited from conducting hard or directed marketing inside your territory as more fully set forth in the manuals.

Area Development Agreements

As a multi-unit area developer, you will be assigned a limited non-exclusive territory over which you will have development authority. You may face competition from other franchisees, from units that we own, or from other channels of distribution or competitive brands that we control. The size of your territory is to be negotiated. The written boundaries will be included in your area development agreement. The schedule of units to be developed in your territory are negotiated between you and us. To maintain your territorial rights, you must develop a set number of franchise businesses in accordance with the development schedule.

We, or our affiliate, either personally or through agents and representatives, reserve the right to sell and market Westside Pizza® outlets in non-traditional locations and large institution-type locations both within and without your development area. These franchises may include locations at convention centers, sporting arenas, airports, or other similar locations. We may also enter into and negotiate franchise agreements with large institutional-type franchisees. For example, military bases, universities, departments stores, hospitals, industrial sites or other similar locations. These franchisees have the right to operate and open non-traditional franchises at these non-traditional and institutional locations.

We or our affiliate either personally or through agents and representatives also reserve the right to sell, market and distribute all Westside Pizza® products and services using our trademarks or other marks or sell, market and distribute other products and services using other trademarks or brands we control through alternate channels of distribution including by direct mail, telemarketing, infomercials, the Internet, general media marketing, retail units and national business accounts both within and without your development 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
WestsidePizza	3,626,809	May 26, 2009	Registered
it's all about the pizza!	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 Westside Pizza® 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 our business, and you agree to execute documents and assurances necessary to effectuate these provisions. Any goodwill associated with the trademarks or system belongs exclusively to us. 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 parts of our franchise system. 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.

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 our copyrights, 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 or patent. You must modify or discontinue the use of any patent or 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.

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 you wish to change your 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, your operating principal, 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

You must provide and sell only those products and services specified and approved by us in writing. No product or service may be added to, altered, or discontinued by your franchise business unless it is first approved by us in writing. You must offer all products and services required by us. We reserve the right to add, modify or delete products and/or services. There are no limits on our right to do so. You must strictly follow our policies, procedures, specifications, methods and techniques concerning all of our products and services.

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.

Provision	Section in Franchise or Other Agreements	Summary
a. Length of the franchise term	Section 2.1	5 years (ending 5 years from the date the franchise business opens for business).
b. Renewal or extension of the term	Section 2.2	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 10 years.
c. Requirements for you to renew or extend	Section 2.2	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.

Provision	Section in Franchise or Other Agreements	Summary
		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 franchisee	Section 11.4	There are no provisions in the franchise agreement that permit you to terminate the franchise agreement.
e. Termination by franchisor without cause	Section 11.1	We must have cause to terminate the franchise agreement (see below).
f. Termination by franchisee with cause	Sections 11.1	We can terminate if you materially breach and fail to cure. There are certain specified breaches for which we can terminate without giving you an opportunity to cure (see (h) below). Your royalty fee may be increased to 5% of Gross Sales if you materially default and fail to cure.
g. "Cause" defined - curable defaults	Section 11.1 P - W	You have 48 hours, and 7 or 30 days to cure certain material defaults of the franchise agreement.
h. "Cause" defined – non-curable defaults	Section 11.1 A - O	Non-curable defaults include conviction of a felony, fraud, repeated defaults even if cured, thereat of harm or harm to the public, abandonment, trademark misuse, etc..
i. Your obligations on termination/non-renewal	Sections 12.1	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 14.1	No restriction.
k. "Transfer" by you - defined	Sections 14.2	The definition of transfer by you includes the assignment and transfer of contracts, security interests and ownership change.

	Provision	Section in Franchise or Other Agreements	Summary
l.	Our approval of transfer by you	Sections 14.2	We have the right to approve all transfers, but will not unreasonably withhold or delay approval.
m.	Conditions for our approval of transfer	Sections 14.3 - 14.8	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 14.9	We can match any offer for your business, for 30 days.
o.	Our option to purchase your business	Section 13.1	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 14.10	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 16.1	No involvement in competing business anywhere without our written consent.
r.	Non-competition covenants after the franchise is terminated or expires	Section 16.3 – 16.4	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

Provision	Section in Franchise or Other Agreements	Summary
		customers and of employees. If you compete within the time period, this non-compete time period will be tolled and extended for the period of your competition, plus 6 months.
s. Modification of the agreement	Section 20.11	Modifications must be made in writing and signed by both parties, but policies and procedures and the manuals are subject to change by us.
t. Integration/ merger clause	Section 20.10	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	Section 17.2	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	Sections 17.2 and 19.2	Arbitration and litigation, if any, must be in Salt Lake City, Utah (subject to state law).
w. Choice of law	Sections 19.1 and 19.5	Idaho law and the United States Trademark Act apply (subject to applicable state law).

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

Area Development Agreement

	Provision	Area Development Agreement	Summary
a.	Length of the Area Developer Agreement	Section 3.4 & Exhibit B	The term is the negotiated to fit the term of the development schedule.
b.	Renewal or extension of the term	Not Applicable	

	Provision	Area Development Agreement	Summary
c.	Requirements for developer to renew or extend	Not Applicable	
d.	Termination by developer	Not Applicable	
e.	Termination by franchisor without cause	Not Applicable	
f.	Termination by franchisor with cause	Section 9.1	We can terminate only if you are in default of your agreement. In the event we terminate your area developer agreement, you may continue to own and operate all units that you have developed and that are in compliance and not in default and each unit continues to faithfully perform the terms of each franchise agreement.
g.	"Cause" defined – curable defaults	Sections 9.1.1 and 9.1.3	You have 45 days to cure a development schedule default and 30 days to cure certain other material defaults of the area developer agreement.
h.	"Cause" defined – non-curable defaults	Section 9.1.2	Non-curable defaults include: conviction of felony, fraud, failure to pay, insolvency, repeated defaults even if cured, abandonment, etc.
i.	Developer's obligations on termination/non-renewal	Section 10	We may sell in your territory and you may continue as a franchisee pursuant to your signed franchise agreements.
j.	Assignment of contract by franchisor	Section 12.1	No restrictions on our right to assign.
k.	"Transfer" by developer - defined	Section 12.2	Includes assignment and transfer of contracts, security interests and ownership change.

	Provision	Area Development Agreement	Summary
l.	Franchisor approval of transfer by developer	Section 12.2	We have the right to approve all transfers but will not unreasonably withhold approval.
m.	Conditions for franchisor approval of transfer	Section 12.2	You are not in default, transferee is trained and signs the then-current area developer agreement, and a release signed by you.
n.	Franchisor's right of first refusal to acquire developer's business	Section 12.4	We can match any offer for your development or franchise business within 30 days of written notice to us of the offer.
o.	Franchisor's option to purchase franchisee's business	Not Applicable	
p.	Death or disability of developer	Not Applicable	Personal representative approved or area development agreement must be assigned to approved buyer within a reasonable time, 60 days.
q.	Non-competition covenants during the term of the Area Developer Agreement	Section 11.1	No involvement in a competing business.
r.	Non-competition covenants after the developer is terminated, transferred or expires	Section 11.2	No competing business for 2 years within 50 miles of your territory or within 50 miles of another then-existing Westside Pizza® franchise or company or affiliate owned business (including after assignment). If you compete within the time period then this non-compete time period will be tolled and extended for the period of your competition, plus 6 months.
s.	Modification of the agreement	Section 16.8	Modifications must be made in writing and signed by both parties; policies and procedures are subject to change by us.

	Provision	Area Development Agreement	Summary
t.	Integration / merger clause	Section 16.8	Only the terms of the area developer agreement are binding (subject to state law). All representations and promises outside the disclosure document and multi-unit development 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	Section 15.2	Except for certain claims, all disputes must be arbitrated in Salt Lake City, Utah (subject to state law – see state specific addenda.)
v.	Choice of forum	Section 16.2	Arbitration must be in Salt Lake City, Utah. Litigation, if any, must be in Salt Lake City, Utah (subject to state law – see state specific addenda).
w.	Choice of Law	Section 16.2	Idaho law, the Federal Arbitration Act and the United States Trademark Act apply (subject to state law – see state specific addenda).

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, 2018. All 25 franchised locations which were open each of the 12 months for the full year of 2018, 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 2018

Unit #	January	February	March	April	May	June	July	August	September	October	November	December
1	$51,780	$50,140	$59,040	$55,755	$58,044	$58,384	$58,914	$66,751	$57,799	$58,836	$54,270	$54,152
2	$86,578	$80,936	$102,291	$86,666	$90,226	$100,767	$88,891	$103,030	$96,121	$98,125	$93,103	$87,904
3	$37,962	$37,022	$45,289	$41,369	$45,383	$45,970	$50,333	$50,001	$51,019	$49,541	$46,779	$51,534
4	$51,838	$52,607	$62,702	$58,221	$63,112	$66,048	$74,359	$73,966	$69,012	$68,560	$60,572	$63,511
5	$22,084	$21,746	$26,454	$25,597	$27,416	$25,552	$26,330	$32,937	$31,068	$29,177	$26,406	$28,033
6	$52,175	$46,003	$52,971	$56,108	$87,121	$105,599	$154,474	$133,542	$81,886	$69,665	$56,603	$59,626
7	$56,253	$52,781	$64,542	$62,023	$59,762	$64,896	$67,002	$64,913	$60,217	$64,528	$55,539	$65,601
8	$71,960	$73,570	$86,290	$86,042	$89,228	$91,676	$101,531	$99,224	$90,222	$83,436	$78,588	$74,861
9	$102,117	$101,438	$118,635	$112,542	$118,380	$130,769	$133,355	$134,903	$122,087	$113,407	$101,912	$114,046
10	$60,153	$60,946	$69,498	$65,967	$63,154	$66,503	$60,004	$64,712	$61,321	$72,261	$67,262	$68,091
11	$66,189	$73,404	$81,891	$73,335	$78,026	$80,501	$80,816	$88,927	$82,170	$83,637	$75,350	$82,246
12	$49,188	$49,706	$58,368	$50,874	$55,710	$56,385	$56,948	$58,040	$56,691	$55,816	$54,592	$59,528
13	$53,367	$61,559	$68,271	$58,515	$58,698	$61,672	$52,220	$59,968	$61,816	$61,641	$58,498	$53,288
14	$61,744	$63,363	$74,156	$65,045	$63,255	$55,271	$55,297	$63,969	$63,587	$70,830	$66,815	$64,127
15	$38,777	$37,918	$45,931	$39,246	$41,554	$44,587	$45,789	$48,338	$47,992	$45,292	$39,891	$43,961
16	$76,907	$77,593	$94,103	$79,094	$81,364	$78,151	$82,262	$86,181	$82,087	$89,125	$79,970	$82,975
17	$32,218	$31,803	$38,948	$37,836	$41,116	$43,403	$49,238	$50,415	$44,748	$46,170	$44,937	$39,382
18	$40,486	$39,792	$45,389	$44,857	$43,254	$47,137	$43,752	$44,737	$43,612	$41,329	$37,306	$41,847
19	$56,731	$65,076	$66,931	$58,880	$64,016	$64,364	$67,351	$63,094	$60,146	$60,032	$57,593	$65,399
20	$39,722	$35,579	$44,970	$45,477	$46,831	$52,669	$63,850	$61,913	$57,368	$54,720	$48,006	$55,288
21	$50,247	$57,461	$62,363	$56,011	$59,201	$59,202	$57,736	$61,665	$59,383	$64,002	$62,707	$67,130
22	$45,379	$48,820	$56,421	$50,519	$47,741	$53,358	$49,387	$52,398	$55,233	$52,834	$51,543	$53,212
23	$24,863	$23,199	$28,620	$30,231	$31,313	$32,140	$34,498	$35,237	$33,275	$33,103	$28,172	$25,631
24	$31,346	$28,901	$33,752	$28,767	$28,151	$30,047	$27,524	$28,806	$26,190	$29,012	$25,077	$26,870
25	$81,216	$83,645	$94,098	$84,247	$84,081	$97,117	$94,224	$93,574	$80,683	$82,435	$74,718	$82,587

Average monthly unit sales $61,258 (average of all numbers above); median monthly unit sales $58,767 (median of all numbers above). High used in calculating the average: $154,474; low used in calculating the average: $21,746.

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

Below are the unaudited overall food and labor costs as a percentage of revenue for fourteen units. 12 of these units are franchised and 2 are corporate. These units are those who have shared their food and labor costs via QuickBooks Online and have used our preferred bookkeeper and benchmarking service, Fran Metrics. Fran Metrics has supplied this data based on the records they keep. Fran Metrics is a third party and not affiliated with Westside Pizza International.

The calculations have been done for all units which were open for all of 2018. For the labor cost calculation, the total cost of labor for all units was divided into the total gross revenues of all units and multiped my 100. Labor does NOT include owners pay, or other compensation.

For the food cost calculation, the total cost of food, packaging and beverages for all units was divided into the total gross revenues of all units and multiped my 100. Average Labor Cost: 29.3%. Average Food Cost: 28.1%.

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 franchises, listed in this disclosure document may be one source of this information.

Other than the preceding financial performance representation, we do 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 2016 to 2018

Outlet Type	Year	Outlets operating at the start of year	Outlets operating at the end of year	Net Change
Franchised	2016	24	27	+3
	2017	27	26	-1
	2018	26	26	0
Company-Owned	2016	2	1	+1
	2017	2	1	-1
	2018	1	2	0

Outlet Type	Year	Outlets operating at the start of year	Outlets operating at the end of year	Net Change
Total Outlets	2016	26	28	+2
	2017	27	27	+0
	2018	27	28	+1

(Table No. 2)
Transfers of Operating Outlets from Franchisees to New Owners (other than Us)
For Years 2016 to 2018

State	Year	Number of Transfers
California	2016	0
	2017	0
	2018	0
Idaho	2016	0
	2017	0
	2018	0
Washington	2016	1
	2017	1
	2018	0
Total	2016	1
	2017	1
	2018	0

(Table No. 3)
Status of Franchised Outlets[1]
For Years 2016 to 2018

State	Year	Outlets operating at the start of year	Outlets opened	Termin-ations	Non Renewals	Reacquired by franchisor	Ceased operations	Outlets operating at the end of year
CA	2016	5	0	0	0	0	0	5
	2017	5	0	0	0	0	1	4
	2018	4	1	0	0	0	0	5
ID	2016	1	0	0	0	0	0	1
	2017	1	0	0	0	0	0	1
	2018	1	0	0	0	0	0	1
WA[1]	2016	18	3	0	0	0	0	21
	2017	21	2	0	0	0	2	21
	2018	21	1	0	0	1	1	20
Total	2016	24	3	0	0	0	0	27
	2017	27	2	0	0	0	2	26
	2018	26	2	0	0	1	1	26

1 Our Chelan, Washington outlet was sold by us to a franchisee in February 2017. Our Yakima, Washington outlet was sold to us by a franchisee in July 2018

(Table No. 4)
Status of Operating Company Owned Outlets
For Years 2016 to 2018

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	2016	0	1	0	0	0	1
	2017	1	0	0	0	0	1
	2018	1	0	0	0	0	1
WA	2016	1	0	0	0	0	1
	2017	1	0	0	0	1	0
	2018	0	0	1	0	0	1
Total	2016	1	1	0	0	0	2
	2017	2	0	0	0	1	1
	2018	1	0	1	0	0	2

(Table No. 5)
Projected Openings as of December 31, 2018

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	0	0-1	0
ID	0	0-1	0
TX	0	0-1	0
UT	1	0-1	0
WA	0	0-1	0
Total	1	0-5	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 3 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, 2018, December 31, 2017, and December 31, 2016.

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 too Franchisee's Lease; as Exhibit "I" the Area Development Agreement; as Exhibit "J," the Acknowledgment of Receipt of Completed Agreements; and as Exhibit "K," 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 franchise@westsidepizza.com.

EXHIBIT A
TO THE FDD

FRANCHISE AGREEMENT

FRANCHISE AGREEMENT

By and Between

WESTSIDE PIZZA INTERNATIONAL INC.

and

_____

(Franchisee)

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WESTSIDE PIZZA INTERNATIONAL INC.
FRANCHISE AGREEMENT

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WESTSIDE PIZZA INTERNATIONAL INC
FRANCHISE AGREEMENT
(_____)
(franchisee)

THIS FRANCHISE AGREEMENT ("Agreement") is entered into and made effective as of the _____ day of _____ 20__ by and between **WESTSIDE PIZZA INETNERNATIONAL INC.**, a Washigton corporation ("WPI" or "Franchisor" or "We," "Us" or "Our" as further defined in Article XXI below) and _____, **LLC/INC.** ("Franchisee" or "You" or "Your" as further defined in Article XXI below).

WHEREAS, We have developed a system for the operation of a restaurant business known as Westside Pizza®, offering to the public carry-out, dine-in and delivery of pizza and other related products and services ("Franchise Business" or "Westside Pizza® Business"). The system Includes, the Franchise Business, specific Marks, interior design, store layout and décor, color schemes, standards, Manuals, recipes, menus, processes, services, know-how, operating procedures and Marketing concepts, formats, specifications for and the use of certain equipment, food and supply items, and the use of proprietary and Confidential Information and other Intellectual Property ("System" or "Westside Pizza® System"); and

WHEREAS, We will provide You with Our confidential Manuals and other materials as created by Us; and

WHEREAS, You are desirous of entering into an agreement with Us so as to be able to obtain the rights to operate a Franchise Business using the System developed by Us; and

WHEREAS, You declare that You have fully investigated and familiarized Yourself with the essential aspects and purposes of the Franchise Business and System and have been advised by counsel chosen by You of the terms and conditions of this Agreement and understand that Your consistent and uniform presentation of the System and Franchise Business are essential; and

WHEREAS, Fees due under this Agreement are set forth on Exhibit "A-3" to this Agreement; and

WHEREAS, Article XXI contains certain definitions which apply to this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, recitals, obligations, terms and conditions herein contained, and the acts to be performed by the respective parties hereto, the parties hereto agree as follows:

ARTICLE I
AWARD OF FRANCHISE

1.1 Award of Franchise. We hereby grant to You, and You accept, subject to the terms, conditions and obligations herein, the non-exclusive, non-transferrable, non-sublicenseable personal right to establish and conduct a Franchise Business as a franchisee and the right to use the System and the Marks only as specifically set forth herein. This right is granted for use only at a single location approved by Us ("Premises") within Your Territory as set forth on Exhibit "A-1" attached hereto and by reference made a part hereof ("Territory"). You agree to operate Your Franchise Business at the Premises within the Territory approved by Us in strict compliance with the terms and conditions of this Franchise Agreement and the Manuals.

1.1.1 Territory Rights. Except as set forth in Section 1.3 below, We will not establish or operate a traditional company-owned outlet, or grant to any person or entity a franchise within the Territory using the same or similar System as that licensed by this Agreement. You are granted a protected territory, meaning We will generally not place another Westisde Pizza® unit within any zip code set out as part of Your Territory (see Exhibit "A-1"), but this may be adjusted depending on the density of the population, the population total and the location of Your Premises. You will not be granted an exclusive Territory if Your Westside Pizza® unit is located in a mall or within a town having a population greater than 20,000 people, or in certain other high density areas as may be determined by Us.

1.1.2 Population Increase. We have the right to adjust the boundaries of Your Territory if the population in Your Territory increases by 80% or more. In such instance, We will grant You a right of first refusal to acquire to adjusted portions of Your Territory for a fee equal to 50% of Our then-current initial franchise fee.

1.1.3 Annual Minimum Revenue. Your Territory rights depend upon Your achievement of an monthly minimum revenue volume. Your minimum monthly revenue quotas and the deadlines to meet those quotas are included in Exhibit "A-1" of this Agreement. If You do not achieve the minimum revenue in Your Territory, You will be given a notice of default and a 12-month period to cure. If You do not cure within the cure period, We have the right to cancel Your Territory and/or Terminate or sell Your franchise.

1.2 Scope of Franchise Operations. You must at all times comply with Your obligations hereunder and must continuously use Your best efforts to promote and operate Your Franchise Business.

1.3 Franchisor Reservation of Rights. All rights not specifically granted to You in this Agreement are reserved to Us. Nothing contained herein will prevent Us from granting the right to establish or operate, or Us establishing, owning and operating a Franchise Business or similar operation outside of the Territory. Additionally, We may open outlets located in non-traditional locations, Including airports, national accounts, malls, convenience stores and sports venues that We or Our affiliate may develop in the future at Our sole discretion, but such locations will not include a delivery service. Furthermore, We and Our affiliates expressly reserve the right to sell, Market and distribute all Westside Pizza® products in Your Territory and elsewhere using other Marketing strategies and distribution channels Including the Internet, apps, Social Media, catalog sales, direct sales, retail or wholesale outlets, and/or co-branding with others without compensation to You. You may not sell Our products and/or services using such reserved Marketing strategies and distribution channels without Our prior written permission. Furthermore, We or Our affilaites may, regardless of any Territory granted to You, purchase, or be purchased by, or merge or combine with, competing businessness, wherever located. You expressly acknowledge and agree that this license is non-exclusive, and that We retain, among other rights, the right, in Our sole discretion: 1) to grant other franchises or licenses for use of Our trademarks in addition to those already granted to existing franchisees; 2) to develop and establish other franchises or licensed systems for the same or similar products or services utilizing the same or similar marks, or any other marks and to grant franchises or licenses thereto; and 3) to use the licensed Marks in connection with the manufacture and sale of products at wholesale and retail.

1.4 Entity Franchisee. If You are operating as a partnership or an entity, You must designate an Operating Principal in connection with Your Franchise Business. Your Operating Principal must have at least 20% of ownership in Your franchisee entity and must be listed on Exhibit "A-2." Your Operating Principal will have the authority to speak for and bind You in all matters pertaining to this Agreement and Your Franchise Business. You agree not to use Our Marks or any other name similar thereto in the name

of any partnership or entity owned or formed by You, whether to own or operate Your Franchise Business or otherwise. However, You are required to file a DBA as set forth in Section 3.9.

1.5 Restriction of Rights. The rights and privileges granted to You under this Agreement are personal in nature. This Agreement is granted solely for the operation of a Franchise Business at the Premises, and will not extend to the operation of a Franchise Business or any other use of the System from any other location within or outside Your Territory, or in any other manner, except as may be allowed by this Agreement. You cannot operate any other business from the Premises other than the Franchise Business.

ARTICLE II
TERM AND SUCCESSOR FRANCHISE

2.1 Term. This Agreement will be effective when executed by both You and Us. The franchise term will be for a period of five years, unless terminated earlier pursuant to Article XI herein. However, at the time You sign a lease for the Premises, the term may be extended to coincide with the expiration date for the lease, so long as such lease is approximately 60 months, unless otherwise agreed in writing by Us. We reservei the right to grant or withhold consent to such request, in Our sole discretion. Termination of the Premise Lease for any reason will automatically terminate this Agreement. If We are required by law or otherwise to give You notice before the Termination of this Agreement and fail to do so, this Agreement will remain in effect from month-to-month until We have given the required notice.

2.2 Successor Franchise. If You are not in default of the terms and conditions hereof and have: 1) complied with and timely met material terms and conditions of this Agreement throughout the initial term; 2) complied with Our material operating and quality standards and procedures and any required modification to such standards and procedures; 3) timely paid all monetary obligations owed to Us, a subsidiary, an affiliate, or any other creditor or supplier during the term of this Agreement; 4) You are not subject to any pending litigation or governmental proceeding which could have a material adverse effect upon You or Your Franchise Business; and 5) You are able to maintain possession of Your Premises or are able to secure and develop a suitable alternative Premises approved by Us, You have the right to be awarded a successor franchise ("Successor Franchise") upon the expiration of the original term for an additional term of 10 years by giving Us written notice by: certified mail or personal delivery or via email with a confirmed delivery and read receipt at least 180 days and not more than 1 year prior to the expiration date of the term hereof. Upon receiving Your election to enter into a Successor Franchise, We will have 45 days to provide written notice in the event You do not qualify for a Successor Franchise. Your failure to give such notice will constitute an election not to enter into a Successor Franchise Agreement (defined below). If You fail to enter into a Successor Franchise Agreement for any reason but continue to operate Your Franchise Business, at Our election You will be deemed to have renewed on a month-to-month basis, and You agree that You will be required to abide by Our then-current fees for royalty, Marketing and other Fees as set out in the Manuals. In addition to Our rights to terminate as set forth in Article XI, Your month-to-month Franchise Business may be terminated by Us upon 30 days' prior written notice to You for any reason whatsoever.

2.2.1 Commencement Date for Successor Franchise Term. Unless another date is specified in a Successor Franchise Agreement, which date will supersede, said Successor Franchise term Including, any month-to-month term, will commence on the day following the expiration date of the initial or applicable Successor Franchise term.

2.2.2 Notice of Non-Approval. If We, after receipt of Your notice of election, decide for good cause, not to approve the Successor Franchise, We will give You such notice of non-approval as required by law.

2.2.3 Successor Franchise Agreement. If approved as a Successor Franchise, You will be required to execute Our then-current form of Our successor franchise agreement ("Successor Franchise Agreement") Including personal guarantees and to sign a general release of all claims against Us arising from this Agreement, the relationship created herein or Your Franchise Business. If You fail to execute such a release, the signing of the Successor Franchise Agreement will be the equivalent of the granting of such a release. The Successor Franchise Agreement will supersede in all respects the terms and conditions of this Agreement, and You will be obligated to pay royalties and other continuing Fees at the then-existing levels required to be paid by new franchisees. You must sign and return to Us the Successor Franchise Agreement within 90 days prior to the expiration of this Agreement, or You will, at Our election, be deemed to have withdrawn Your request to enter into a Successor Franchise Agreement and this Agreement will Terminate at the expiration of the term then in effect. **It is acknowledged by You that You will be bound by the form of the Successor Franchise Agreement in effect at the time which 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.** You will make all necessary arrangements to continue the occupancy of Your existing Premises through the Successor Franchise term(s), unless We give written permission to relocate Your Premises. You acknowledge and agree that We can require You, at Your expense, to reasonably renovate, remodel, redecorate, resign, refixture, upgrade and/or otherwise refurbish Your Franchise Business and Premises to the extent and in the manner specified by Us to conform with and bring it up to the standards and image as We determine.

2.2.4 Successor Franchise Fee. There will be no Sucessor Franchise Fee upon the granting of a Successor Franchise, but You shall pay Us a Fee to offset expenses incurred in connection with the Successor Franchise (see Exhibit "A-3").

2.2.5 Successor Franchise Training. Your Operating Principalm and Your designated manager(s) may also be required to attend and successfully complete trainings, certifications and other programs at such times and locations as We specify. You may be required to cover the expense of travel, meals, lodging, and other related costs for such training.

2.2.6 Unable to Offer Successor Franchise. Notwithstanding the preceding paragraphs of this Section, if at the time You must provide Your notice of desire to enter into a successor franchise agreement, We are no longer offering franchises in the United States, or not able by law to offer a successor franchise agreement to You, then this Agreement will be extended for a period of one year. If at the end of the one year extension, We still have not offered franchises in the United States, or We are unable by law to offer a successor franchise to You, this Agreement will expire, unless further extended by mutual consent We may decide to not enter into a successor agreement with You if You fail to satisfy Our then-current standards for new franchisees.

2.2.7 Other Obligations. We have the option, but not the obligation, to send all agreements relating to successor franchise agreement for Your 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. Our notice may also state what actions, if any, You must take to correct the deficiencies in the operation of Your Franchise Business 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 10 years upon expiration of the first successor franchise term as provided above for a total of 15 years counting the original and Successor Franchise terms.

ARTICLE III
INTELLECTUAL PROPERTY

3.1 Intellectual Property. You acknowledge that: 1) We have the sole rights in and to the System; 2) Your right to use the System is granted by Us solely pursuant to the terms of this Agreement; and 3) as between You and Us, We have the sole right to license and control the Marks, System, and all copyrights, Confidential Information, trade names, trade dress, and other Intellectual Property.

3.2 Use of Intellectual Property. You have a non-exclusive right to use the Marks and other Intellectual Property only in connection with Your Franchise Business and in accordance with Our Manuals and this Agreement. You understand and agree that the use of the Intellectual Property, System and goodwill are all temporary benefits and expire with the Termination of this Agreement. You expressly covenant that during the term of this Agreement and after the Termination thereof, You will not: 1) directly or indirectly contest or aid in contesting the validity of Our ownership of or rights in the Intellectual Property; 2) in any manner interfere with or attempt to prohibit Our use of the Intellectual Property and derivatives thereof or any other name, trademark or service mark that is or becomes a part of Our System; or 3) interfere with the use of the Intellectual Property by Our other franchisees or licensees at any time. You agree to use the Intellectual Property and System only in connection with the operation of Your Franchise Business and only in the manner allowed by this Agreement.

3.3 Our Marks. You acknowledge that as between You and Us, the Marks and derivatives thereof are valid trade names, trademarks and service marks owned by Us or licensed to Us. You understand that, by agreement, an unrelated party has the right to use the name "Westside Pizza" for restaurant and carry-out food services.

3.4 Use of Marks. You will only use Our Marks licensed by this Agreement and only with the letters "TM," "SM" or "®," as appropriate, approved and as instructed by Us, whenever and wherever such Marks are used. You will not use Your own name or any other name service or product in connection with any of Our Marks without Our prior written consent. You are prohibited from using any Mark in connection with the performance or sale of any unauthorized service or product or online or at any location not approved in writing by Us. You agree not to use the Marks in any manner that would or may cause the Marks or the System to be subject to any ill repute or negative publicity. You will not use the Marks on any inter-company documents to identify Your Franchise Business or entity (Including in or on employee manuals, handbooks, emails, letterhead) or on business checks or bank accounts. All communications with Your employees will be under Your entity name.

3.4.1 Cooperation. You agree to execute any and all additional papers, documents and assurances in connection with the Marks as reasonably requested by Us and agree to cooperate fully with Us and any of Our other franchisees or licensees in securing all necessary and required consents of any state agency or legal authority for the use of the Marks or any other name, trademark, service mark, logo or slogan that is now or later becomes a part of Our System. You further agree to immediately notify Us as soon as You become aware of any infringement or apparent or alleged infringement of the Marks or any part of the Intellectual Property.

3.4.2 Use in Marketing. You have the right to use the Marks in Your Marketing efforts only as set forth in Article X.

3.4.3 Modification of Marks. You agree that We have the right, in Our reasonable discretion, to require You to change, modify or discontinue the Marks or to use one or more additional trademarks, service marks, logo types and/or other symbols in connection with the operation of the Franchise Business. In that event, You agree to bear the cost of using such additional or modified Marks or items in accordance with Our reasonable directives.

3.4.4 No Registration. You agree not to make application for registration or other protection of any of the Marks, or any other trademarks, service marks, symbols, names, slogans, logos, trade names or any items that are similar or derivatives therefrom in any jurisdiction without Our prior written consent and then only upon the terms and conditions specified by Us in connection therewith.

3.5 Copyrights. All right, title and interest in and to all materials, artwork and designs, used with the Marks or in association with the System ("Copyrighted Materials") are Our sole and exclusive property and cannot be reproduced or replicated either during or after this Agreement.

3.6 Manuals. You agree that the Manuals and other materials and documents provided to You by or through Us will remain Our sole property. You acknowledge that Our recipes, menus, formulations, product specifications and the contents of the Manuals provided to You by or through Us, and Your knowledge of Our recipes, menus, formulations, ingredients, processes, services, products, know-how and the System, are secret, unique and/or confidential and contain trade secrets and other material proprietary to Us. You agree not to disclose the contents of the Manuals and proprietary items or materials set forth above to unauthorized persons and to follow the procedures set forth in Section 3.10 below to prevent unauthorized disclosure to any person. Such disclosure would cause irreparable harm. You agree to return all Manuals and all copies of all or any parts thereof and all other documents containing confidential or proprietary information to Us upon Termination of this Agreement or at such times as may otherwise be directed by Us. You agree not to copy or otherwise duplicate in any format Our Manuals recipes, formulas or any other proprietary materials.

3.7 Sole Control. You agree that as between You and Us, We will have the sole control over any legal or administrative action concerning the proprietary names and Marks and other Intellectual Property. You must promptly notify Us in writing of any unauthorized use of our Intellectual Property, or of any claim, demand or suit by any person, corporation or other entity based upon or in connection with any of the Intellectual Property licensed hereunder in which We have an interest. In the event We undertake the defense or prosecution of any litigation pertaining to any such Intellectual Property, You agree to execute any and all documents and do such acts and things as may, in the opinion of Our counsel, be necessary to carry out such defense or prosecution. If We fail to undertake action within a reasonable time after receipt of Your notice regarding any such claim, demand or suit, then You may, with Our prior written consent (but You will not have the obligation) to undertake the defense of any such proceeding and will do so at Your sole cost and in strict coordination and oversight with Us, and You may not do any act or make any claim which is contrary to or in conflict with Our rights in the Intellectual Property.

3.8 Goodwill. You acknowledge that valuable goodwill is attached to the Marks and System, and that You will use the same solely in the manner prescribed by Us and will carry out Your Franchise Business under such names and Marks in accordance with operational standards established by Us from time to time. Any and all goodwill associated with the Marks and System, that might be deemed to have arisen through Your activities, is Our sole property and inures directly and exclusively to Our benefit, except as otherwise provided herein or by applicable law.

3.8.1 Customer Data. Any and all customers, and customer and potential customer data and lists ("Customer Data") even if deemed to have arisen through Your activities, is Our sole property and inures directly and exclusively to Our benefit. You have a royalty-free non-exclusive right to use the Customer Data during the term of this Agreement. You must provide Us copies of all Customer Data upon request. You agree to abide by all applicable laws pertaining to the privacy of consumer, employee and transaction information, and if We allow You to use the Customer Data to transmit advertisements to customers and potential customers, You will be solely responsible to comply with the laws pertaining to the sending of emails or other transmission of information, Including any anti-spam legislation.

3.9 Use of Name. Within 30 days of signing this Agreement, You must file for a certificate of assumed or fictitious name or a "doing business as" name ("DBA") in the manner required by the law in the state where Your Franchise Business is located so as to notify the public that You are operating Your Franchise Business as an independent business pursuant to this Agreement, and Include Your assigned franchise designation in such filing. Failure to do so is a default of this Agreement. You must provide Us with a copy of Your DBA registration and/or certificate upon receipt of the same, and upon Our request from time to time. You will display a standard sign and/or plaque, as may be provided or required by Us, at Your Franchise Business location indicating that the business is independently operated and owned as a franchised business.

3.10 Maintaining Secrecy. You agree to: 1) fully and strictly adhere to all security procedures prescribed by Us in Our sole discretion for maintaining the secrecy of proprietary information; 2) disclose such information to Your employees only to the extent necessary to market Our products and services and for the operation of the Franchise Business in accordance with this Agreement; 3) not use any such information in any other business or in any manner not specifically authorized or approved in writing by Us; and 4) exercise the highest degree of diligence and make every effort to maintain the absolute confidentiality of all such information during and after the term of this Agreement.

3.11 Changes to the System. If You or We, during the term of this Agreement or any interim period, conceive or develop any improvements, changes, modifications, enhancements or additions to the System, Copyrighted Materials, Manuals, website, Social Media, Marketing materials, apps, or any other documents or information pertaining to or relating to the System, or any Intellectual Property related to the System or any creative concepts, Marketing and promotional ideas or inventions related to the System, whether implemented in the System or not, (collectively the "Improvements"), You will fully disclose the Improvements to Us, without disclosing of the Improvements to others and will obtain Our written approval before using or implementing the Improvements. All Improvements You create will be owned by Us and considered a "work-for- hire" as defined in Section 101 of Title 17 of the United States Code (the "Copyright Act"). If all or part of any Improvement or a derivative thereof, which You create is, for any reason, deemed not to be a work-for-hire, then You hereby irrevocably transfer and assign to Us or Our affiliate, all right, title, interest and ownership Including license rights, in the Improvement or derivative, and You agree to execute any document necessary to effectuate the transfer and assignment. To the extent You have any moral or similar rights in an Improvement or derivative, You expressly waive those rights. Any Improvement may be used by Us and all other franchisees without any obligation to compensate You. We reserve the right to make application for and own Intellectual Property relating to any such Improvement, and You will cooperate with Us in securing these rights. We may also consider any Improvement as Our trade secrets. At Our discretion, We may authorize You to utilize any Improvement that may be developed by You, Us or other franchisees.

ARTICLE IV
CONSTRUCTION, COMMENCING OPERATIONS AND LEASE

4.1 Location of Premises. You will have 60 days to have a site selected for your franhise business. You are required to purchase or lease suitable real property from which to operate Your Franchise Business within eight weeks of signing this Agreement. You must not commit to purchase or lease any real property or commence construction unless and until You have Our written approval of the proposed location. Unless waived by Us in writing, You must obtain a local real estate broker familiar with retail/restaurant tenant representation to help You locate a site. Your Premises must strictly comply with local zoning and, state and federal laws, rules and regulations. We do provide limited assistance to You in locating a locationfor Your Franchised Business. We will work with Your local broker in finding locations suitable for Your Premises. However, in the end, You will be responsible for choosing a proposed location to send to Us for approval. Neither Our assistance in locating a site or Our approval is a guarantee or a warranty of the potential success of a location.

4.1.1 Location Approval. We must approve Your proposed location. However, it will be Your responsibility, at Your sole cost and expense, to select Your Premises site within Your Territory. You must provide Us with the street address of the proposed site and such other information as We request, Including pictures or existing brochures of the proposed site. Our decision to approve or disapprove the proposed site is based upon the following general criteria: competition, access, appearance, visibility, traffic patterns, surrounding businesses, general population, parking, square feet and general vicinity. **We do not prepare demographic studies or otherwise evaluate the potential success of Your proposed site, nor do We provide You with a site checklist or other similar information, and We do not warrant or guarantee the success of the location or site.**

4.2 Construction. Any construction of the Premises must be done in strict accordance with the specifications approved by Us, but it is Your responsibility to verify that the plans conform to federal, state and local laws. You must commence construction within 90 days from the signing of this Agreement, and construction must be completed within five months from the date hereof. You are solely responsible for obtaining and securing all necessary permits and must make changes to the standard plans and specifications as necessary to conform with the requirements of local codes and regulations.

4.2.1 Design of Premises. You are required to follow Our interior and exterior design specifications for the exterior and interior finish of Your Premises, as set forth in Our Manuals, at Your cost. You must further adhere to the plan, design, color scheme and motif as approved by Us.

4.2.2 Abandonment of Construction. Abandonment of construction or stoppage of construction for six or more weeks due to Your fault or neglect will be grounds for terminating this Agreement.

4.2.3 Approval of Construction. We must approve all building plans, in writing, prior to You commencing construction. You may not operate Your Franchise Business if construction, improvements, equipment installation and fixturization do not conform to Our approved specifications. We must approve all floor plans and You Premises layout prior to commencing any improvements or construction. In the event that You commence construction without Our approval, or contrary to the approved specifications, You will be responsible for removing and mofidying all objectionable items so as to comply with Our specifications and directions, at Your sole expense. You must all 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 and labor liens.

4.3 Commencing Operations. You are required to commence operations within 30 days after construction of Your Premises is complete. You must give Us notice that Your Premises is ready to commence operations not earlier than 14 days and not later than 21 days prior to Your proposed opening date. We will promptly inspect the Premises and give You notice of any defects, if any. You must correct any defects within 14 days of receiving notice from Us. Once Your Premises is approved by Us in writing, You must commence operations within seven days.

4.3.1 Failure to Commence Operations. You may be granted up to a 12-month extension at Our discretion if You demonstrate a good faith effort in finding an approved site and completing the required improvements. If You fail to commence operations as provided above, this Agreement is subject to termination by Us, at Our option. You will not receive a refund if You are unable to find an approved location.

4.4 Equipment. You are required to obtain by purchase or lease all ingredients, materials, supplies and equipment in accordance with Our specifications and as may be necessary for proper and efficient operation of Your Franchise Business, and to maintain such equipment in good working order. All equipment must be new and unused.

4.4.1 Delivery Vehicles. You are required to ensure that any and all vehicles utilized for off-site delivery: (i) 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 (ii) are operated, at all times, by employees of Your Franchise Business, 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 Agreement. You 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. You shall carry insurance, in accordance with Our specifications, covering any and all vehicles used for off-site delivery vehicles.

4.4.2 Delivery Vehicle Signage. In Your discretion, vehicles uses for off-site delivery services may bear signage indicating that the vehicle is delivery Westside Pizza® products; provided however, such signage must be professionally manufactured or produced and shall be subject to approval by Us prior to any public display or use by You. At Our request, You shall exhibit on all delivery vehicles (or on car top signs on all delivery vehicles) signs of sufficient prominence and wording as We may prescribe so as to advise the public that You Franchise Business is owned, operated and maintained by You and that each delivery vehicle is owned, operated and maintained by You or the driver of the vehicle.

4.5 Lease.

4.5.1 Premises. You must have a site selected for Your Premises within 60 days of the signing of this Agreement. You must provide Us with written notice of the location and mailing address of Your Premises. Additionally, You must have a Lease in place within eight weeks of the signing of this Agreement. We have the right to review all leases relating to Your Franchise Business prior to execution. Any lease or other document of occupancy of the Premises ("Lease") must include a provision allowing the assignment of the Lease to Us or Our nominee, at Our option, in the event this Agreement is Terminated for any reason. You must also deliver an executed copy of the Lease to Us within 15 calendar days after execution. If You own the Premises, You hereby agree to lease the facilities to Us upon

Termination of this Agreement at a rental not to exceed its fair market rental value, and on commercially reasonable terms and conditions.

4.5.2 Assignment of Lease. You hereby assign and transfer all rights and interest in and to the Lease to Us to be effective upon Our election when this Agreement Terminates. In such event, We will have the right, but not the obligation, to accept the assignment and assume the Lease or execute a lease with You as provided below. We also have the right to assign the Lease to another franchisee. You are required to have Your landlord consent to an assignment of a Lease before the Lease is signed. You and Your Landlord may be required to complete and sign a rider or addendum to the Lease agreement that: (i) grants Us an option to assume Your position as a lessee under the Lease if You are in material default of either the Lease agreement or this Agreement; and (ii) requires the Landlord to fully cooperate with Us in completing de-identification of the Premises and Franchise Business if this Agreement is Terminated for any reason. The Addendum to Lease and Landlord's Conditional Assignment is attached hereto as Exhibit "A-6." You must provide Us with a copy of this signed Addendum to the Lease within 15 days of execution.

4.5.3 Assumption of Lease. We will have 30 days from the date of Termination of this Agreement, to exercise Our right and option to take and assume the Lease for the Premises. If the option is exercised, We will notify You and the Landlord of Our exercise within the option period. In such event, You agree to bring all obligations under the Lease current as of the date of possession by Us, as well as to indemnify Us against all losses and costs arising by virtue of, attributable to, or in any way related to the period of Your possession of the Premises. All taxes, utilities and rentals will be prorated between Us and You as of the date of Our possession. We will not be obligated to pay Your arrearages. After the date of possession, We agree to indemnify You against all Lease obligations solely attributable to the period of Our possession of the Premises. You agree that no compensation for the Lease is payable by Us to You unless the Premises are owned by You. The Lease will be transferred to Us without the payment of any kind to You by Us for the Lease other than the indemnification provided above.

4.6 Relocation of Premises. You are not allowed to relocate Your Premises without Our prior written approval. You must give Us at least 60 days' notice of Your intent to relocate. Approval to relocate will be at Our sole discretion unless Your lease expires or terminates and You are without fault, or if the site is destroyed, condemned or otherwise rendered unusable through no fault of You. In such case, We will grant permission to relocate Your Premises to a site which meets Our then-current standards. You must also pay Us a relocation fee of $4,000 to cover Our costs in approving and processing the request for relocation.

ARTICLE V
FEES AND REPORTS

5.1 Initial Franchise Fee. You must pay Us an initial franchise fee of $25,000 (see Exhibit "A-3") in one lump sum at the time of execution of this Agreement. The initial franchise fee is fully earned by Us and is non-refundable. No rights or privileges under this Agreement will exist until the initial franchise fee is paid in full.

5.1.1 Additional Franchises. During the term of this Agreement, You may purchase additional franchises at a 50% discount of Our then-current initial franchise fee. This option will only be available to You if there are franchise territories available, You meet Our then-current criteria for new franchisees, You are current and not in default of this Agreement, and, in Our sole discretion, We determine to sell You another franchise. You will be required to sign Our then-current franchise agreement, which may have terms different from this Agreement.

5.2 Royalty. You must pay Us a non-refundable on-going weekly royalty of four percent of Your Gross Sales (see Exhibit "A-3"). The royalty is in consideration of Your right to use the Intellectual Property and the System in accordance with this Agreement, and not in exchange for any specific services We render.

5.2.1 Change in Law. In the event there is a change in the law or a discovery of a law affecting the collection of royalties, You agree to allow Us to modify which sales of products, goods or services sold or rendered by You will be calculated as "Gross Sales." In no event will the modification of royalties result in Your payment in excess of the royalty set forth above in Section 5.2.

5.3 Marketing Fees.

5.3.1 Marketing Fund. In addition to the initial franchise fee and ongoing royalty, upon 30 days' written notice to you, We have the right to establish and institute a Marketing fund. If implemented, You must pay Us a monthly Marketing fee of one percent (see Exhibit "A-3") of Your Gross Sales, but in no event less than $1,000 per month, for Our Marketing and promotion programs. This fee is payable on the same terms as the royalty. The Marketing fund fees are deposited into a separate bank account specifically designated for Our Marketing activities.

5.3.2 Local Marketing. You must also allocate and spend the lessor of two percent of Your Gross Sales or $2,000 per month (see Exhibit "A-3") for local Marketing and promotion programs in Your Territory. The total of amount spent on local Marketing and the Marketing fund Fee will not exceed two percent of Your Gross Sales. For example, if a Marketing fund Fee of one percent is paid, the required local Marketing percentage will be reduced to one percent.

5.3.3 Marketing Cooperative. In the event a local marketing cooperative is formed ("Marketing Cooperative," "Marketing Co-op" or "Co-op"), You will be required to contribute to the Marketing Co-op as established and assessed by the Co-op. This contribution may vary in the timing of the assessment and according to the vote and rules of Your Marketing Co-op, but will not exceed Your required annual local Marketing percentage in any single year, unless a majority of members in Your Co-op vote to increase the contribution percentage. Monies spent for Co-op Marketing, if any, may be counted in satisfying the above-referenced local Marketing requirement.

5.4 Calculation and Reporting. The calculation, reporting and payment of the royalty and Marketing fee specified in Sections 5.2 and 5.3 above will be made as follows:

5.4.1 Gross Sales Report. You must forward to Us by email, or other electronic reporting program We may establish from time to time, not later than the fifth day of the following month, a report of the financial activity of the immediately preceding month showing all monies received or accrued, sales or other services performed and such other information concerning Your financial affairs, as We may reasonably require. For purposes of this Agreement, such information will be referred to as the "Gross Sales Report." We reserve the right to require all reports to be submitted at more frequent intervals.

5.4.2 Payment Due Date. All royalty, Marketing fees and other Fees must be paid in accordance with Our then-current electronic funds transfer, ACH or other automatic withdrawal program or as specifically directed by Us. Currently, the royalty and Marketing fees as shown and calculated on the Gross Sales Report are due and payable and must be received by Us or credited to Our account by pre-authorized bank debit and automatically withdrawn from Your Operating Account not later than 5:00 pm

MDT on Friday of each week for the previous week's sales (Monday through Sunday) ("Due Date"). Our current ACH agreement is attached hereto as Exhibit "A-7" and may be modified by Us at any time in Our sole discretion. We reserve the right to require an alternative payment frequency.

5.4.2.1 Operating Account. You agree not to have more than one Operating Account. If You fail to timely report Gross Sales, We may automatically sweep or debit an estimated amount of royalties and Marketing fees and other Fees due to Us. You will be responsible to pay Us any amount owing if We underestimate Your payment to Us, and We will credit You with any overage that We charge. You must maintain a minimum of $4,000 in Your Operating Account at all times for business emergencies, even after You pay royalties to Us.

5.4.3 Late Fees. If a required Fee or report is not timely received by Us as set forth above, You will be assessed a late Fee (see Exhibit "A-3"), plus interest for each day the Fees or reports are not received by Us. These fines are due within upon demand to You, and the amounts may be adjusted by Us from time to time in the Manuals.

5.4.4 Interest. In addition, all Fees not paid when due will be assessed and accrue interest from the Due Date to the date of payment, both before and after judgment at the rate of 18% per annum or the maximum rate allowed by law, whichever is less. In no event will any amounts be charged as interest or late fees or otherwise which exceed or violate any applicable legal restrictions. Unpaid interest charges will compound annually.

5.4.5 Taxes. If there is hereafter assessed any nature of sales tax or use tax or other tax on Fees or other sums previously or hereafter received by Us under this Agreement ("New Tax"), then in addition to all Fees and other payments to be made by You as provided in this Agreement, You must also pay Us or the taxing authority, a sum equal to the amount of such New Tax. Any New Tax paid to Us will be paid when due to the taxing authority.

5.5 Financial Statements. You must provide Us with monthly financial statements, including a profit and loss statement in accordance with the standard profit and loss statement template and balance sheet template required by Us to be used by You in Your Franchise Business, within 20 days of the end of the month. All financial statements and reports must be supported by actual physical inventories of supplies and products on hand at the beginning and end of each month. The financial statements and accompanying documents do not need to be prepared by Your accountant or audited unless specifically requested by Us, at Our discretion. You must also send Us a copy of Your state and local sales tax returns each month and a copy of Your annual income taxes each year. Such returns are to be received by Us no later than 30 days following the filing due date.

5.5.1 Access and Use of Financial Records. We or Our certified public accountants or other duly authorized agent, will have the right during normal business hours to conduct computer and other audits and to examine and make copies of Your books, records, financial statements and sales and income tax returns, and You agree to keep complete and accurate books and records of the operation of Your Franchise Business.

5.5.2 Audit of Books and Records. You must keep all financial and tax records for at least six years. In the event that any audit or investigation discloses a deficiency of two percent or more of the Gross Sales in the computation or payment of the royalty or Marketing fee due Us, You must immediately pay Us the amount of the deficiency, the appropriate fee for late charges, and You must reimburse Us for the total expense of the audit or investigation, including, the charges for the accountant and the travel expenses, room, board and other costs incurred in connection with the audit. Your failure

to report Gross Sales for any time period or Your failure to retain and have available readable and organized required records will be deemed an understatement by more than two percent.

5.6 Application of Payments. We can apply any payments received from You to any past due or then-current indebtedness of Yours for any payments owing to Us.

5.7 No Refunds. Unless otherwise stated above, the Fees set forth in this Agreement are not refundable.

5.8 Funding. You are solely responsible for obtaining all funding for Your Franchise Business. Failure to obtain sufficient initial funding for opening Your Franchise Business is grounds for termination of this Agreement.

5.9 Non-Compliance Fines. You will be subject to fines and charges as set forth from time-to-time in the Operations Manual for non-compliance with Our mandatory policies and procedures. Such fines and charges are to be paid upon billing or in accordance with Our electronic funds or automatic withdrawal program, if established.

ARTICLE VI
FRANCHISEE'S OPERATIONAL COVENANTS

6.1 Business Operations. In addition to other obligations, requirements and covenants set forth in this Agreement, You agree as follows:

6.1.1 Compliance with Applicable Laws. You will adapt, at Your expense, the specifications to Your Franchise Business location in accordance with local, state and federal laws, rules and ordinances. You are solely responsible for ensuring compliance with all other applicable laws, ordinances and regulations or ruling of every nature whatsoever which in any way regulate or affect the operation of Your Franchise Business. You agree not to engage in any activity or practice which results, or may reasonably be anticipated to result, in any public criticism of Our System or any part thereof. You must also comply with federal, state, and local health and consumer protection laws and regulations governing the food service industry and concerning food preparation, handling, storage, truth in menu laws concerning menu item names and product labeling, nutritional claims, and local labor regulations, including minimum age and minimum wage laws.

6.1.1.1 Licensing. You agree to obtain and maintain all required permits and licenses for the operation of Your Franchise Business. You agree to indemnify and hold Us harmless from any such violation or non-compliance. We have not made and You have not relied on any representation that no licenses, or only certain licenses, permits, etc., are necessary in connection with the operation of Your Franchise Business.

6.1.2 Appearance and Customer Service. You must establish and maintain the Premises in a clean, attractive and repaired condition and must give prompt, courteous and efficient service to the public and otherwise operate Your Franchise Business in strict compliance with Our System and policies, practices and procedures contained in the Manuals or otherwise communicated to You in writing and promulgated or provided to You from time to time so as to preserve, maintain and enhance the reputation and goodwill of Our System. You must maintain an adequate number of employees at all time to insure maximum customer satisfaction and consistent service. We reserve the right to require that Your employees comply with any dress code, Mark or other brand-related standards that We may require, and/or

otherwise identify themselves with the Marks at all times in the manner We specify while on a job for Your Franchise Business.

(i) You agree to arrange the fixtures, signs, furniture and décor of the Franchise Business in strict compliance with the format recommended by Us and to strictly follow the System as outlined in the Manuals and to work with Our suppliers providing such items.

(ii) In addition, equipment, computer systems, products, interior décor items, furniture, fixtures, wall coverings, uniforms, and signs must be purchased from sources designated or approved by Us.

(iii) For delivery and installation, You are required to work directly with the manufacturer or services of any approved or required products, equipment, supplies and materials. We do not offer assistance in delivery or installation of any required or approved purchases.

6.1.3 Signage. You must have at least one exterior and one interior sign displaying Our Marks, and in conformance with Our prototypical signage. In addition, You agree to have the number of additional signs as provided in Our Manuals. All signs to be used on, in, or in connection with Your Franchise Business must meet Our specifications and must be approved in writing by Us prior to use by You. You agree to maintain all signs in good condition and to undertake such repairs and or replacements at Your expense as We reasonably determine to be necessary. You further agree to place any sign and/or plaque, as may be provided or required by Us, on Your Premises, indicating that Your Premises is independently owned and operated by You as a franchised business. You are required to use the location's pylon/pole or monument sign.

6.1.4 Training. Your Operating Principal and Your designated managers, if other than Your Operating Principal, are required to attend and successfully complete Our training program prior to opening Your Franchise Business(the training program is described in Section 7.4), and all other training programs as may be specified by Us from time to time for which a Fee may be charged. All attendees attending a training must sign a non-disclosure agreement acceptable to Us before attending training.

6.1.5 Other Agreements. You agree to execute all other agreements required under this Agreement or as reasonably requested by Us from time to time and to provide Us with a copy within 15 days of execution.

6.1.6 Management. Your Operating Principal is not required to personally participate in the direct and on-premise operation of Your Franchise Business; however, Your Franchise Business must be managed by either Your Operating Principal or a designated manager who will be required to devote his or her full time, attention and best efforts to the management and operation of Your Franchise Business. You must disclose the identity of Your Operating Principal to Us and You must immediately notify Us in writing if Your Operating Principal or designated manager is no longer acting in such capacity. Your Operating Principal and any designated manager (if applicable) must successfully complete and pass Our initial training program before assuming management responsibilities. Your Operating Principal is not required to work a certain or minimum number of hours; however, Your Operating Principal must maintain sufficient inventory, supplies and products, and must work sufficient hours and employ adequate personnel to operate Your Franchise Businessat its maximum capacity and efficiency. Your Operating Principal must devote their primary attention to the Franchise Business, and You, Your Operating Principal and Your manager(s) must keep free from any conflicting or competing enterprises or any other activities which would be detrimental to or interfere with the operation of Your Franchise Business. You understand and agree that this Agreement is granted based on Your commitment to Your Franchise Business. The possible success of Your Franchise

Business is largely a function of the time, skill and energy You devote to it. Absentee management may significantly increase the risks associated with Your Franchise Business. Although We do not require Your Operating Principal to be involved in the day-to-day on-premises management, at a minimum, Your Operating Principal is required to participate in Your Franchise Business as follows: (i) be directly responsible for all accounting, reporting and bookkeeping; (ii) attend and complete all training and retraining courses required by Us; (iii) attend any annual or special meetings of franchisees called by Us; (iv) be directly involved with site selection, construction, remodeling and all financial components of the Franchise Business; and (v) be directly involved in all personnel decisions affecting the Franchise Business.

6.1.7 Operational Hours. You must operate Your Franchise Business such minimum hours and on such days as may be prescribed by Us.

6.1.8 Offsite Delivery Services. You must offer delivery services for the days and times that We specify, 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 You, subject to approval by Us. The scope of the delivery area will be congruent with the scope of the Your Terrioty. Due to fluctuations in population density and vehicular traffic patterns over time, We may, in its sole discretion, extend the radius in which You must offer delivery services. We 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 Your Territory, if any, whichever is larger. You acknowledge that the size of the delivery area is based on quality control and operational considerations, which is different from any protected Territoy granted to You. If We, in Our sole discretion, choose to reduce the area of delivery in Your Territory, We will grant You a right of first refusal to acquire the additional delivery area for a fee equal to 50% of Our then-current initial franchise fee.

6.1.8.1 Delivery Standards and Requirements: (i) We reserve the right, in Our sole discretion, to designate those food and beverage products which may be offered by You for off-site delivery. Under Our current policy ONLY WITH OUR PRIOR WRITTEN CONSENT MAY YOU OFFER ALCOHOLIC BEVERAGES FOR OFF-SITE DELIVERY; (ii) All pizza and other food and beverage products approved for off-site delivery sales shall be prepared at Your Premises, in full compliance with all specifications, standards, operating procedurs and rules relating to the quality, taste, ingredients and uniformity, and manner or preparation of pizza, food and beverage items sold at Your Franchise Business location, and in accordance with the Manuals; (iii) You shall employ all efforts necessart 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 approved packaging and containers for all off-site delivery sales, and in accordance with the Manuals; and (iv) We have the right, in Our sole discretion, to approve or disapprove any and all advertising related to off-site delivery sales.

6.1.9 Remodel and Upgrades. At Your expense, You must repair, refinish, repaint, remodel, modernize, redecorate, or otherwise refurbish Your Premises from time to time as We may reasonably direct, but not more often than every five years (except for required changes to the Marks, which We may require at any time) to conform to the building design, color schemes and presentation of trade dress consistent with Our then-current public image, Including structural changes, new equipment, remodeling, redecoration of the furnishings, fixtures and décor and such modifications to existing improvements as may be reasonably necessary, such that all locations will have a generally similar look and appearance. You must complete all such updates and upgrades within six months of notice from Us of the requirement to upgrade and otherwise remodel Your Franchise Business as set forth above. In the event You relocate Your Premises to a new approved location, You must bring Your new Premises up to

Our then-current standards. You 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 Your Premises during the last 12 months of the term of this Agreement.

6.1.10 Your Employees. You are solely responsible for the hiring, firing, compensation, benefits, managing, and training of Your employees. We do not assist You in the hiring, firing, management or other employment decisions regarding Your employees, or in creating any policies or terms and conditions related to the management of Your employees or their employment. We may provide You with an employee guide or manual, but it will only be a sample of certain employment matters unless otherwise expressly provided by Us. It is Your responsibility to comply with local and federal labor and employment laws.

6.1.11 Insurance.

(i) Minimum Limit Requirements. You must at all times during the entire term of this Agreement and at Your own expense keep in full force, by advance payment(s), the following minimum insurance policies, obtained from a company rated "A" or better by A.M. Best & Company, Inc., which minimums may be adjusted from time to time in Our sole discretion:

(a) Liability Insurance:

(1) Commerical general liability occurrence insurance insuring against all liability resulting from contractual liability, food products-completed operations; personal and advertising injury; and employment practices (including unfair labor practices and joint employer coverage), the liability under such insurance to be not less than $1,000,000 per occurrence and $2,000,000 in the aggregate or leasehold minimum, whichever is greater (combined single limit for personal injury, Including bodily injury or death, and property damage); and

(2) Commercial auto liability Including all owned, non-owned and hired autos used in the business with a limit of liability of not less than $1,000,000 (combined single limit for personal injury, Including bodily injury or death, and property damage); and

(3) Employer practices liability insurance of at least $1,000,000; and

(4) Excess "umbrella" liability providing liability insurance in excess of coverages listed in Paragraphs (a)(1), (2) and (3) above, with a limit of not less than $3,000,000.

(b) Property Insurance. Casualty insurance insuring Your restaurant and all assets of the business, based at a minimum limit based on the total value of Your assets (including fire, extended coverage, vandalism and malicious mischief);

(c) Business Interruption Insurance of at least $1,000 per day; and

(d) Liquor Legal Liability or "Dram Shop" Insurance with policy limits of not less than $2,000,000 per occurrence.

(e) You must also maintain and keep in force all insurance on Your employees that is required under all federal and state laws.

(ii) Policy Requirements. Other than worker's compensation, these policies must insure You and Us and Our nominees as additional insureds, without regard to any other insurance program which We may have in effect, against any liability which may accrue by reason of or relating to Your ownership, maintenance or operation of the Franchise Business wherever it may be located. These policies will stipulate that We will receive a 30-day written notice of cancellation, modification or termination. Original or duplicate copies of all insurance policies, certificates of insurance, or other proof of insurance acceptable to Us must be furnished to Us together with proof of payment within 30 days of issuance and within 15 days of any request which We may make from time to time.

These insurance coverage requirements are only minimums. You need to make an independent determination as to whether increased amounts or additional types of insurance are appropriate. If You fail to obtain insurance and keep the same in full force and effect, We may obtain this insurance at Our discretion and You will pay Us upon demand the premium costs. Failure to obtain and maintain the required insurance constitutes a material breach of this Agreement. We may periodically increase the amounts of coverage required and/or require different or additional coverage. You will also procure and pay for all other insurance required by city, state and federal law.

6.1.12 Pricing. We may, to the degree permitted by law, suggest retail prices and specify maximum and/or minimum pricing You may charge for products and services. If We impose a maximum price for any product or service, You may charge any price for the product or service up to and Including the maximum pricing We impose, but You 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. Unless otherwise agreed to by Us in writing, You cannot advertise or promote prices lower than, or inconsistent with, Our suggested prices. Our pricing policies are intended to benefit the System as a whole and may not maximize Your profits.

6.1.13 Computer and POS System. At Your expense, You must purchase or lease the computer and point of sale ("POS") system and other computer hardware and software systems designated by Us in strict accordance with Our specifications as they evolve over time. If We adopt a different computer system, POS system or other system in the future, You must adopt it at Your expense. You must modify and upgrade, all such items, at Your sole expense. You must provide Us full 24 hour 7 day a week access, Including online access, and the right to "upload" or "download" information to and from all POS, computer and other systems, and to the information and data contained in them. There is no contractual limitation on Our right to receive information through Your computer, POS or other systems. You must use any software We designate from time to time. You agree that You will not make any claim against Us or Our affiliates for any loss, damage, liability or expense caused by or related to failures, errors, acts, omissions, or otherwise of any computer, POS, hardware or software system.

(i) Retention of Records. You must record all sales at the time of the sale in Your computer and/or POS system, or other sales recordation system approved or designated by Us from time to time. You must retain all POS and computer records, charge account records, sales slips, orders, return vouchers, sales tax reports and all of Your other business records and related back-up material, tax returns and financial reports for at least five years following the end of the year in which the items pertain, Including after the Termination of this Agreement. You are required to follow Our accounting procedures, line items, and templates and charts of accounts as provided and updated in Our Manuals.

(ii) Merchant Account. At Your expense, You agree to participate in Our merchant account, gift card, and other point of sale programs as set forth in Our Manuals.

(iii) Data Security Standards. 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 all costs related to 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.

6.1.14 Conferences and Seminars. In Our discretion, We may hold annual conferences or seminars on a regional or national basis for all franchisees in good standing. These meetings will enable franchisees to come together to discuss improvements, new developments, mutual concerns and resolve business matters. If We determine to hold a conference or seminar, attendance is mandatory for Your Operating Principal. The conferences and seminars may be held at various locations chosen by Us. We may conduct additional conferences and/or seminars to discuss information relevant to Your Franchise Business as determined by Us. If any conference or seminar is held, You may be required to attend, and You must pay all Fees associated with such conference or seminar.

6.2 Quality Control.

6.2.1 Correction of Defects. Should We notify You at any time of defects, deficiencies or unsatisfactory conditions in the appearance or conduct of Your Franchise Business, You agree to immediately correct any defect. You agree to establish and maintain an image and reputation for Your Franchise Business consistent with the standards set forth in this Agreement, in the Manuals, or as otherwise specified by Us.

6.2.2 System Compliance. You agree to strictly follow Our System, the Manuals, and other directives promulgated or provided by Us from time to time and to promptly implement such changes in Your Franchise Business, and to act in good faith in all Franchise Business and System matters and dealings. We may approve exceptions or changes from the uniform standards which We, in Our sole discretion, believe necessary or desirable. You must at all times maintain a valid email address, known and available to Us and frequently checked by You to facilitate Our communications with You. We may deny any or all of the above services to You while You are in breach of this Agreement or a related agreement, or in default in the discharge of any of Your obligations to Us.

(i) Incentive Programs. If We adopt a loyalty, coupon, gift, or other discount or incentive program, You will be required to implement such program in Your Franchise Business, which may Include access to a bank account, established by You, for card charges made at other of Our franchise units.

(ii) Required Purchases. You must purchase all food and beverage products, equipment, logoed, branded and other items and supplies from sources designated or approved by Us.

(iii) Modifications. We have the right to modify, delete, add to and otherwise make systematic and other changes to the System, Intellectual Property, Manuals and operations, etc. You agree to accept, comply with, be bound by, use, not object to, implement and display any and all such changes to the System or operations. You will make whatever expenditures are reasonably required to implement such changes or modifications. The modifications may obligate You to invest additional capital in Your Franchise Business and to incur higher operating costs. You must incorporate all such modifications within the time periods that We specify. We will not obligate You to invest additional capital at a time when the investment cannot in Our reasonable judgment be amortized during the remaining term of this Agreement. You are prohibited from making modifications to the System or Your Franchise Business without Our prior written approval.

(iv) Inspections and Visits. You hereby consent to reasonable inspections and audits during normal business hours of Your Premises and/or service vehicles as set forth in Section 7.5 below.

6.3 Miscellaneous Obligations.

6.3.1 Personal Guarantees. If Your Franchise Business is owned by a business entity, each individual owner, partner, shareholder, member, and owner managers respectively, who own five percent or greater interest, and their spouses, must each personally sign the agreement as set forth on Exhibit "A-8" not to compete and must personally guarantee the performance of all Your obligations under this Agreement and agree to be personally bound by, and liable for, the breach of every provision of this Agreement.

6.3.3 Entertainment and Vending Machines. No vending machine, cigarette machine, pool tables, gaming machines, amusement devises, juke boxes, or other entertainment devices of similar nature, whether or not coin operated, are allowed to be installed or used on the Premises without Our prior written consent. Additionally, You may not permit any live entertainment, musicians, motion pictures, or other entertainment, including dancing.

6.4 Standards and Control. Any required standards exist to protect Our interest in the System and the Marks and not for the purpose of establishing any control or duty to take control over those matters that are reserved to You.

6.5 Required Notices. You are required to provide Us with prompt notice (within five business days of receipt) of any default with regards to late payment of any taxes, government fines, payments owning to any vendors, landlords, or amounts owing to employees or contractors.

ARTICLE VII
FRANCHISOR'S OPERATIONAL ASSISTANCE

7.1 Franchisor's Services. We agree to the following:

7.1.1 Layout and Design. We will counsel You in the physical aspects of setting up Your Franchise Business. We will provide You with general specifications for the Premises layout, signs, equipment and interior décor. You must meet Our design standards and specifications unless waived in writing by Us.

7.1.2 Suppliers and Products. We will provide You with a list of specifications and a list of approved or designated suppliers of Westside Pizza® food and beverage products and ingredients,

equipment, signs, software, etc. At Our discretion and at any time, We may add to or discontinue working with any of Our vendors or suppliers. There is no guarantee or promise that the relationship with any of Our current vendors or suppliers will continue or be available to the System. We do not offer assistance in deliver or installation of any item.

7.2 Operations Assistance. We will furnish You with guidance relating to the general operation of Your Franchise Business and upon Your reasonable request, make Ourselves available to consult with You by telephone, email, video conference, teleconferences, or website posting during regular business hours during the continuing operation of Your Franchise Business. However, for problems and training for items purchased from a supplier, You must consult with the respective manufacturer or supplier of those items. Other than the initial and opening assistance,We are not required to provide in-person assistance to You. If You feel additional assistance is necessary (such as management training), We will provide such assistance to You based on advance notice, availability of personnel, and Your payment of a per day per person Fee.

7.3 Warranties. The respective manufacturers or suppliers may replace defective items purchased pursuant to the standard limited warranties of the manufacturer or supplier, and You agree to look to the manufacturer or supplier for any defective item. We do not manufacture any equipment, products or software and do not warrant any item. We will replace defective items purchased directly from Us pursuant to Our standard limited warranty, if any.

7.4 Training. We will train Your Operating Principal and Your designated managers in the various practices, policies and procedures of operation of Your Franchise Business. This training will take place at Our Westside Pizza® store in Boise, Idaho or at another location as designated by Us. Your Operating Principal and Your designated manager, if separate from Your Operating Principal, are required to attend the same training and successfully complete the training program. The length of training is generally 7-12 days, but could be longer if Your Operating Principal or Your designated manager fails to successfully complete the training. Your Operating Principal and Your attendees must complete training at least 30 days prior to the opening of Your Franchise Business. Successful completion will be determined by Our trainers but may Include demonstrating knowledge of basic techniques, knowledge of policies and procedures, food preparation and assembly, daily operations, record keeping, computer system competency, Marketing, and customer service. Failure to successfully complete training is a default of this Agreement. The training instruction is provided by Us without charge to You for up to three individuals which must include Your Operating Principal, Your majority owner (if different from Your Operating Principal), Your designated manager and any assistant managers. All attendees may continue to retake the initial training without a Fee until successful completion has been achieved, but such additional training must be immediately following the initial training, without a lapse in time. You must bear the cost of all travel, lodging, meals and all other living costs and expenses and salaries for all of Your attendees at the training session. Attendees must sign a non-disclosure agreement acceptable to Us before attending training.

7.4.1 Replacement Training. Any new Operating Principal or managers must complete the initial training program for a Fee paid to Us. We will train Your Operating Principal and/or new manager at Your place of business for a Fee. If required, Your new Operating Principal and/or manager must be trained before taking over as Operating Principal or manager. Attendees must sign a non-disclosure agreement acceptable to Us before attending training.

7.4.2 Opening Assistance. We will provide You with seven days of opening assistance and training both before and during your opening, with at least one representative. However, We will not

send any representatives to assist with this opening assistance until You have sent Us a valid certificate of occupancy for the Premises.

7.5 Inspections and Visits. We may conduct periodic evaluations and inspections of Your Franchise Business at reasonable intervals by Our duly authorized representative for compliance with the System, customer service and the standards and procedures set forth in the Manuals. These inspections may be conducted in person or through remote access such as video or live video conferencing. Our inspections may Include Your Premises, vehicles, business records, operating procedures, and reports, Including all computer drives and electronic storage devices, POS system, reports, account records and tax records. Upon Our request and at all reasonable times, You will provide to Us video and/or images of the interior and exterior of Your Premises and business vehicles as set forth in the Manuals. If We determine that You have failed ot comply with Our System, We have the right to charge a Fee for continued inspection in connection with such failure up until We determine You are in compliance.

7.6 Interim Management. We may require, based on Your defaults or poor performance (or as set forth in Section 14.10) that We step in to manage Your Franchise Business for a period of time, as We deem advisable for a Fee (see Exhibit "A-3"), while We manage Your Franchise Business. You will continue to pay and remain responsible for all royalties, Marketing Fees and other Fees required by this Agreement.

7.7 Additional Guidance. Additional guidance, at Our sole discretion, will be furnished in the form of written Manuals, bulletins or other written materials, telephone consultations and/or consultations at Our offices or at Your Franchise Business in conjunction with an inspection of Your Franchise Business. We have the right to communicate directly with Your Operating Principal, designated managers and assistant managers concerning operational matters that We reasonably believe affect Our goodwill, Marks, or the System.

7.8 Non-Compliance. We may deny any or all of the above services to You while You are in default of this Agreement or any related agreement with Us or an affiliate.

ARTICLE VIII
PURCHASE OF PRODUCTS

8.1 Approved Products and Services. You agree to use, provide, and sell only those products, goods and services that meet Our specifications and/or that are purchased from approved suppliers in accordance with Our Manuals. You agree to promptly add, remove or modify any product, good, or service immediately upon notice from Us. You are prohibited from selling, leasing or offering any products or services not authorized by Us in writing.

8.2 Your Purchases. We or Our affiliate may derive revenue from the sale of required goods and services through mark-ups in prices We charge to You for goods and supplies purchased from Us, or We or an affiliate may receive compensation or discounts from the supplier for Your purchase of such items. You agree that We and/or Our affiliates are entitled to such fees and/or other consideration. Any monies paid to Us for goods or services are non-refundable.

8.3 Unapproved Suppliers. If You desire to purchase any items from an unapproved supplier, You must submit to Us a written request for such approval or request the supplier itself to do so. We may require You to submit samples, ingredient lists and other data to permit Us to ascertain whether any such supplier meets Our specifications. We will notify You in writing and within a reasonable time as to whether such supplier has been approved. Prior to testing, You will be required to pay a non-refundable

evaluation Fee, plus reimburse Us for all reasonable costs and expenses of testing whether or not the requested supplier is approved. A supplier who is able to meet Our specifications may, as determined in Our sole discretion, become an approved supplier for Your Franchise Business only or for the System as a whole. We may make changes in the standards and specifications for approved suppliers. At Our discretion, We may revoke Our approval of an approved supplier upon 30 days' prior written notice.

ARTICLE IX
MANUALS

9.1 Manuals. We will loan You a copy of or allow electronic access to Our Manuals. You may not copy any part of the Manuals either physically or electronically. The Manuals are confidential and remain Our property and contain mandatory and suggested specifications, standards and procedures for the operation of Your Franchise Business. The Manuals may be used by You only in association with Your Franchise Business and only during the term of this Agreement. We have the right to revise the Manuals at Our sole discretion in order to maintain the goodwill associated with the System and the Marks. You will promptly and continuously comply, at Your expense, with all provisions of, and modifications to the Manuals. The master or most updated copy of the Manuals maintained by Us will be controlling in the event of a dispute relative to the contents of the Manuals.

9.2 Standards and Procedures. We may establish, performance procedures, standards and specifications, recipes for products, services and Marketing ("Standards") for the operation of Your Franchise Business and the products and services provided, and which will become part of the Manuals and System. We may change these Standards at Our discretion and You must strictly follow and implement all such Standards within the periods required by Us.

ARTICLE X
MARKETING

10.1 Marketing Fund. We have the right to institute, maintain and administer a national Marketing and brand development fund ("Marketing Fund") for such Marketing or public relations programs as We, in Our sole discretion, may deem necessary or appropriate to Market and promote the System. The Fees for the Marketing Fund are listed in Paragraph 5.3.1. You agree to participate in all Marketing programs instituted by Us.

10.1.1 Marketing Fund Administration. We will direct all such programs, with sole discretion over: 1) the creative concepts, materials, endorsements and media used in connection with such programs; 2) the source of the Marketing or public relation efforts; 3) the placement and allocation of such programs; and 4) the composition of all geographic territories and market areas for the development and implementation of such programs. The Marketing Fund can be operated through an entity separate from Us that has all rights and duties of Us relating to the Marketing Fund. We will not be liable for any act or omission with respect to the Marketing Fund or otherwise which is consistent with this Agreement or which is done in subjective good faith. The Marketing Fund may be used, in Our reasonable discretion, to reimburse Us for costs related to the administration of the Marketing Fund and any promotion and Marketing efforts intended to benefit the System. We have the right to loan money to the Marketing Fund to cover any deficits. The Marketing Fund is not in the nature of a trust, fiduciary relationship or similar special arrangement and We disclaim any such relationship.

10.1.2 Use of Marketing Fund Fees. We may use the Marketing Fund to offset a portion of direct costs to manage and maintain the Marketing Fund, Including the payment of staff salaries and other expenses for those employees who may be involved in Marketing Fund activities. You will

participate in all Marketing programs instituted by the Marketing Fund or by Us and We may receive payment for providing goods or services to the Marketing Fund.We reserve the right to use fees from the Marketing Fund to place Marketing in national or regional media. We are not required to spend any amount on Marketing directly in Your area or Territory, and We do not have any obligation to ensure that expenditures are or will be used equally in each region or that they will be equivalent to contributions to the fund by other franchisees operating in any geographic area. We make no representations that Marketing expenditures will benefit You or any other franchisee directly, on a pro-rata basis, proportionally, or at all. Any unused Marketing funds in any calendar year will be applied to the following years' fund. You may request an unaudited annual report of Marketing expenditures within 90 days of the end of each year.

10.2 Marketing Cooperative. At such time as We determine that there are a sufficient number of franchises in a Marketing Area (defined below), as designated by Us, We may form a local and/or regional Marketing Cooperative covering such areas as We, in Our discretion, deem appropriate, and We may disburse such funds as We believe appropriate from the Marketing Fund to any such local and/or regional Marketing Cooperative for local and/or regional Marketing. Once established, the Cooperative is responsible for drafting and disseminating the governing documents. Upon the formation of a local or regional Marketing Co-op, You will automatically be deemed to be a member of such Cooperative as covers the area in which Your Franchise Business is located and will be bound by any decisions made by such Cooperative upon a majority rule by members voting. Voting will be on the basis of one vote per franchise unit in good standing in the Co-op. All franchisees, and company and affiliate owned units, if any, within the Marketing Area will be required to join and contribute to the fund on the same basis or rate. The cost of Marketing and promotional programs will be allocated among the members in the Marketing Area and each member will contribute equally to the local Co-op fund based on a per franchise unit basis in the Marketing Area. All disputes between members that are related to the Cooperative will be handled and paid for by the Cooperative and not by Us. "Marketing Area" is defined as a market with two or more units in the same television, radio or newspaper market, as determined by Us. We have the power to require cooperatives to be formed, changed, dissolved or merged at any time. You will be required to contribute to the Co-op as determined by its voting members, but such fees and costs will not exceed one percent of Your annual gross sales and be credited to Your local advertising requirement.

10.3 Local Marketing Requirement. You are required to Market locally as set forth in Section 5.3.2. In addition and upon request, You must submit an itemized report to Us documenting proof of expenditures for local Marketing in a form We may require.

10.4 Sample Marketing and Promotional Materials. At Our discretion or upon Your reasonable request, We will provide You samples of Marketing and promotional materials developed by Us from time to time. Additional copies will be made available at cost 10% for shipping and handling.

10.5 Approval of Marketing. You may develop Marketing and promotional materials and digital Marketing programs for Your use at Your cost. All such materials must be approved by Us in advance and in writing in accordance with Our Manuals. Marketing that has been submitted by verified receipt or submission will be deemed approved if You do not receive written approval or disapproval within 10 business days of the date We receive the submission. We have the right to disapprove previously approved Marketing materials at any time.

10.5.1 Marketing Compliance. You agree that all Your Marketing and promotional activities must be done in strict compliance with Our Manuals and in good taste and must reflect favorably upon Us and the System. You agree to submit to Us, prior to publication, copies of all Marketing, promotional and public relations materials, proposed to be used by You, Including, any use of the Internet,

or other digital, electronic or Social Media along with a description of how it will be used, by what media published and such other information thereon as may be reasonably requested by Us. All use of the Internet, or other digital, electronic or Social Media by You in connection with Your Franchise Business will be specified by Us from time to time, and We can prohibit or condition any use by You of the Internet, or other digital, electronic or Social Media in Our discretion. You are required to participate in all Marketing, email, and other programs as developed by Us, Including the collection of Customer Data and participation in using and promoting apps, as developed by Us and as directed in Our Manuals.

10.6 Internet and Social Media. You may not create a website, apps, or Social Media , or similar electronic media whether now or later developed, or use or obtain a domain name consisting of all or any part of the Marks, or that would be confusingly similar to all or any part of the Marks without Our prior written permission. You may not engage in Marketing on the Internet, Including posting items/services on third-party re-sell or auction style websites, Including eBay®, Craigslist, Amazon.com, or use of apps, without Our prior written permission. If You receive permission from Us for Your own website, use of apps, or Social Media, or similar electronic media, all content must be pre-approved in writing by Us, and You may be required to use Our or other designated website designers to create the site for a fee. You may be allowed to place pre-approved information concerning Your Franchise Business on Our website and Social Media, 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/or provide Us with administrator access, immediately upon Our request. You may not claim any web listing on sites such as Yelp, etc. To the extent that You have any web listings using Our Marks, You hereby assign such accounts to Us, and You must facilitate any transition and assignment with the online directory or Social Media platform within 30 days of signing this Agreement or of creating such listing. You must strictly comply with the policies and procedures established by Us regarding websites, Social Media and Internet Marketing.

10.7 Your Obligations to Market. We will work together to develop plans for growth, capturing market share and name recognition. Neither We nor You are restricted from Marketing Your Franchise Business in the Territory. Except for the rights expressly given to You, there will be no limitation on Our rights to deal with potential or actual customers located anywhere. You are prohibited from conducting hard or directed Marketing outside of Your Territory as more fully set forth in the Manuals.

ARTICLE XI
BREACH AND TERMINATION

11.1 Default and Termination. We may terminate this Agreement before the expiration of its term if You breach or violate and fail 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. If curable, You must cure a default within the time periods set forth below after receiving notice of default. If the default is one which is incapable of cure, Termination is effective as of the date of the notice of default.

No Cure Period:

A. Insolvency. You become insolvent or commit an act of bankruptcy or make a general assignment for the benefit of creditors or to an agent authorized to liquidate Your property or assets, or become or are adjudicated bankrupt, or voluntarily file a petition in bankruptcy or for reorganization.

B. Unauthorized Duplication. You duplicate the System or use the System or any part thereof in connection with any other business.

C. Repeated Breaches. You repeatedly breach (three or more times) the same or different conditions of this Agreement or the Manuals within a 12- month period.

D. Unauthorized Use of Marks. You use any Mark or other proprietary or property right, either tangible or intangible, granted by this Agreement other than in connection with the operation of Your Franchise Business.

E. Public Safety. Your maintenance or operation of Your Franchise Business results in a threat or danger to public health or safety.

F. Misrepresentations. You make any material misrepresentations relating to the acquisition of the Franchise Business.

G. Abandonment. You abandon Your Franchise.

H. Unauthorized Transfer. You attempt to Transfer (as defined in Article XIV below) all or any part of this Agreement, Your Franchise Business, or any material portion of the property associated with Your Franchise Business, or an unapproved percentage of Your franchise entity, or You attempt to purport to sublicense to another any of the rights, property licensed to You hereunder, or You otherwise fail, refuse or neglect to obtain Our prior written consent or approval required hereunder.

I. False Reporting. You knowingly or intentionally conceal revenues, maintain false books, or records or submit any false report or payment or otherwise defraud Us.

J. Crimes and Adverse Behavior. You commit or are convicted of or plead guilty or no contest to, a felony, a crime involving moral turpitude or any other crime, offense or behavior that We believe is reasonably likely to have an adverse effect on the System, the Marks, the goodwill associated therewith or Our interest therein; You make disparaging remarks against Us, Our management, employees, the System, or Our brand to Our other franchisees or in a public forum, Including radio, television, newspapers, the Internet, or Social Media; or You engage in conduct which reflects materially upon the operations and/or reputation of Your Franchise Business, the System or Us in an adverse manner.

K. Unauthorized Competition. You fail to comply with the covenant not to compete during the term of this Agreement or intentionally or recklessly disclose or use the contents of the Manuals, trade secrets or confidential or proprietary information provided to You by Us in violation of this Agreement.

L. Termination of Lease Agreement. Your Lease for the Premises is terminated.

M. Loss of Alcoholic Beverage License. You lose your alcoholic beverage license

N. Default of Another Agreement. You, or a related entity to You, default under the terms of any other agreement with Us.

O. Failure to Open. You fail to open Your Franchise Business and commence operations within 12 months of the date hereof

48-Hour Cure Period

P. Health Code Violations. You fail to cure a code violation within 24 hours of an inspection by Us or the applicable governmental agency except for threats to the public safety which may be cause for immediate Termination.

Q. Failure to Obtain or Maintain Insurance. You fail to obtain or maintain a required insurance.

7-Day Cure Period

R. Food and Beverage Quality. You fail 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 Your Franchise Business.

15-Day Cure Period:

S. Failure to Accurately Report. You fail to accurately report or fail to submit any reports or records required under this Agreement or the Manuals.

T. Default Notice of Lease Agreement. You receive a notice of default under Your Lease.

U. Unauthorized Closure. Your Franchise Business is closed for a period of five or more consecutive days without Our prior written approval, which consent will not be unreasonably withheld or delayed, or You move the location of Your Franchise Business Premises without Our prior written approval.

20-Day Cure Period:

V. Failure to Pay. You fail to pay for any Fee or an amount due to Us, any of Our affiliates, or other designated, approved or other suppliers or assigns, within the time period specified for such payments by this Agreement, the Manuals or an agreement specifying the payment concerned.

30-Day Cure Period:

W. Other Breaches. Except as otherwise provided herein, You fail to comply with any other provision of this Agreement or the Manuals.

11.1.1 Adequate Assurance. When reasonable grounds for insecurity arise with respect to the performance of Your obligations under this Agreement, We may in writing demand adequate assurance of due performance and, until We receive such assurance, We may reasonably suspend any performance of Our obligations. Failure to provide Us with adequate assurances within 30 days, when properly demanded, will be considered a default of this Agreement for which no additional cure period will be granted.

11.2 Event of Default. In the event of any default by You, We will give You written notice of default specifying the default(s) and, if curable, state what You must do to cure the specific default(s) within the cure period.

Notwithstanding anything to the contrary herein, We have the right, to be exercised in Our sole discretion, to grant You an extended period of time to cure. Any such extension will not be construed as a waiver of Our rights in the future.

11.3 Failure to Cure. If You fail to cure any default within the time period allotted, We may proceed to enforce any or all of the following non-exclusive remedies in accordance with this Agreement, and the pursuit of any one remedy will not be deemed an election or waiver by Us to pursue additional remedies:

11.3.1 Actionable Claim. Bring an action or claim for the balance of any monies due hereunder, Including, penalties and interest as provided for in this Agreement and for all other damages sustained by Us as a result of Your breach of this Agreement. As part of any such action, We may accelerate the balance of any outstanding installment obligation due hereunder and bring an action for the entire accelerated balance.

11.3.2 Injunctive Relief. Bring an action for temporary or permanent injunctions and orders of specific performance enforcing the provisions of this Agreement and otherwise stop You from engaging in actions prohibited hereby.

11.3.3 Termination. Terminate this Agreement and proceed to enforce Our rights under the appropriate provisions. Such Termination will be effective upon delivery of a notice of Termination to You without further action by Us.

11.3.4 Other Remedies. Seek any other remedy available to Us at law or in equity, Including lost profits.

11.3.5 Cross Default. In Our sole discretion, We may Terminate any other agreement You or a related entity have with Us.

11.4 No Right of Termination. You may not terminate this Agreement.

11.5 Opportunity to Cure. Prior to taking any action against Us, , You agree to first give Us 60 days' prior written notice and an opportunity to cure any alleged act or omission. If such act or omission cannot be cured within such 60 day period, and We are diligently continuing efforts to attempt to cure such alleged act or omission, You will give Us such additional time as is reasonably necessary to cure.

11.6 Increased Royalty. In addition to Our other remedies, upon default of this Agreement, We may increase the royalty to five percent of Your monthly Gross Sales for the remainder of the term of this Agreement.

ARTICLE XII
TERMINATION AND EXPIRATION

12.1 Upon Termination of this Agreement for any reason, You will immediately cease to be Our franchisee and must:

12.1.1 Payments Due. Immediately pay for all product purchases, Fees and other obligations owed or accrued to Us, Our affiliates or designated suppliers.

12.1.2 Accessibility of Premises. If upon Termiantion of this Agreement, We elect to operate Your Franchise Business at the same location, You are required to make the premises location available to Us. If You fail to do so, You will be required to pay Us a Fee (see Exhibit "A-3").

12.1.3 Cease Use. Not hold Yourself out as a Westside Pizza® franchisee or business and immediately comply with the following: permanently cease to advertise or in any way use the System, Intellectual Property, apps, materials, methods, procedures, processes Marks, or promotional materials provided by or licensed to You by Us or in any way connected with the Franchise Business or System.

12.1.4 Disassociation. Take all necessary steps to disassociate Yourself from the System and Your Franchise Business, 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 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 and listing and its authority to direct their transfer. You hereby appoint Us as Your attorney-in-fact for the above transfers.

12.1.5 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.

12.1.6 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.

12.1.7 Return Materials. At Your cost, permanently delete electronic copies and return to Us by first class prepaid United States Mail, (Including originals and any copies) physical copies of 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 Franchise Business.

12.1.8 Modification of Premises. At Your expense You will alter, modify and change both the exterior and interior appearance of Your Franchise Business 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.

12.1.9 Pay Damages. Pay to Us all costs, damages and expenses, Including post-term expenses and reasonable attorney's fees incurred by Us to obtain injunctive or other relief to enforce any provision of this Agreement.

12.1.10 Proprietary Information. Cease using or availing Yourself of any of Our proprietary or Confidential Information.

12.1.11 Customer Data. Provide Us with the Customer Data for all current, prior and expectant customers of the Franchise Business.

12.1.12 General Release. Execute a general release by You and Your guarantors.

12.1.13 Evidence of Compliance. Furnish evidence satisfactory to Us of compliance with this Section 12.1 within 30 calendar days after the Termination of this Agreement.

12.2 Upon Termination of this Agreement, for any reason:

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

12.2.2 No Refund. No Fees, charges, or other payments of any kind from You to Us are refundable in whole or in part.

12.2.3 No Equity. You will have no equity or other continuing rights to use the System, Intellectual Property or goodwill of the Franchise Business.

12.2.4 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 in each instance for Our time.

12.3 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 obligations to indemnify Us and 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.

12.4 Your Continued Operation. If You continue to operate Your Franchise Business, or any business offering similar products and services, or use any of the Marks or any aspect of the System after Termination of this Agreement, Our remedies will Include, recovery of the greater of (a) all profits earned by You in the operation of Your business or similar business after such Termination; or (b) all royalties, Marketing contributions and other amounts which would have been due if such Termination, had not occurred.

12.4 Liquidated Damages. You and We recognize the difficulty of calculating damages caused by lost future recurring royalty, but nevertheless recognize and agree that such damages could arise, and You and We hereby agree to the following formula as a compromise between them on the calculation of such damages. If this Agreement is Terminated, other than for non-renewal or mutual termination, in addition to other remedies available under this Agreement, We will be entitled to liquidated damages, not as a penalty, and solely to compensate Us for lost future royalties. These 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 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 this Agreement were $3,000 and there were 36 months remaining on the term of this Agreement, Our liquidated damages would be $64,800 ($3,000 x 60% x 36 = $64,800). You and We agree that such amount will be reduced to the

present value of such payments as of the date of termination utilizing an interest rate of 18%. This liquidated damages provision only covers Our damages for lost royalties and does not cover any other damages for which We are entitled to pursue and will have available to it all remedies at law and in equity. You agree that this liquidated damages provision does not give us an adequate remedy at law for any other default under, or for the enforcement of, any provision of this Agreement other than lost royalties.

12.4.1 Additional Non-Compliance Costs. In addition to the daily post-termination non-compliance Fee, You will pay to Us: (a) the amount of expenses reasonably incurred by Us to perform any obligation that You failed to perform, calculated on hourly rates of Our personnel, and time, travel, lodging, food and other expenses where applicable; and (b) all damages, costs and expenses, including attorneys' fees and costs incurred by Us in obtaining injunctive or other relief. Upon Your Termination, We have the right to transfer from Your account by EFT or other electronic withdrawal means, a payment of $10,000 in respect and anticipation of the post-termination non-compliance Fees and expenses referred to in Section 12.4. Upon completion of de-identification of the Premises to Our reasonable satisfaction and payment of the expenses provided in this Section 12.4, We will refund to You any unused portion of the $10,000 remaining. If the $10,000 is insufficient to satisfy Your monetary obligations to Us, You will pay the balance owing within 30 days of Our invoice to You.

12.4.2 Additional Equitable Remedies. The amounts contemplated under Section 12.4 do not represent a price for the privilege of not performing nor does the payment represent an alternative manner of performance. Accordingly, as a purely liquidated damages provision, Section 12.4 does not preclude and is not inconsistent with a court granting Us specific performance or any other equitable remedies, such as an injunction, to prevent future breaches.

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

ARTICLE XIII
PURCHASE OPTION

13.1 Purchase Option. Upon Termination of this Agreement, You hereby grant to Us the right to:

13.1.1 Acquisition of Assets. Exercisable for 30 days (the "Option Period"), purchase the Your assets at the fair market value of the tangible assets, with no value given to goodwill, trademarks, or other intangible assets. Within five days after Termination, You will send to Us 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 Us. We will be given access to the premises and to business records. We generally will not assume, and therefore may exclude from its purchase, unsecured liabilities and payables. We may also exclude any items not complying with the then-current Manual, and items not usable in the Franchise Business. Within 10 days of receiving the required information from You, We 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). You must accept that offer within 10 days of receipt, and turn over control of the assets to Us, or provide evidence in the form of an appraisal or comparable sales data of an alternative fair value of the assets. We 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, You will nevertheless turn over control of the assets to Us within 30 days after Termination and seek payment of its alleged value as any other alleged breach of this Agreement.

13.1.1.1 Interim Management During Option Period. We have the right, but not the obligation, to use Your assets and Premises (if the Lease is still in effect, and in such case We will obtain this right from the landlord as applicable), and to hire Your employees to operate the Franchise Westside Pizza® Business during the Option Period. You and We understand and agree that We will not be operating Your Franchise Business during this time, but We will be using Your assets and the Premises to operate Our own, separate Westside Pizza® business ("New Business") in order to keep the business open during the Option Period. We will pay You the fair market rental value for such use of the asserts as agreed, but not exceed fair market rental value, and if we use the Premises, We will pay rent directly to the landlord for Our use of the Premises. You will be required to cooperate to provide Us with all pertinent information regarding Your Franchise Business, as We deem necessary. We will establish Our own bank accounts and other accounts for the New Business during the Option Period. During the Option Period, We will pay all costs and expense of the New Business, and all proceeds of the New Business will belong to Us. We will not assume any of Your debts or obligations and will not be responsible to pay any debts or expenses incurred by Your Franchise Business. You will indemnify and hold Us harmless from and against any and all claims, damages, losses, deficiencies, liabilities and costs, Including attorney's fees, of or related in any way to the Franchise Business prior to Us operating the New Business at the Premises, and We will indemnify and hold You harmless from and against any and all claims, damages, losses, deficiencies, liabilities and costs arising solely from the New Business. If necessary, We have the right to change the locks and exclude You from the Premises during this Option Period.

13.1.2 Assumption of Lease. We have the right, during the Option Period, to assume Your Lease under the provisions of Paragraph 4.5.3 above.

13.1.3 Warranties. The purchase contract for such assets and contracts, as set forth in Paragraph 13.1.1 above, will include standard representations, warranties, covenants and indemnities from You as to the assets and contracts being purchased, Including warranties of good title, absence of liens, compliance with laws, absence of defaults under contracts, litigation and tax compliance.

13.1.4 Assignability. Our rights under this Section 13.1 are assignable by Us at Our discretion.

ARTICLE XIV
SALES OR TRANSFERS OF THE FRANCHISE

14.1 Our Right of Assignment. This Agreement and all rights and obligations hereunder are fully assignable and transferable, whether in part or whole, by Us, and if so assigned or transferred, will be binding upon and inure to the benefit of Our successors and assigns. We may be sold, or We may sell any part of or all of Our Intellectual Property or other assets to a competitive or other entity. In addition, We may go public, may engage in a private or other placement of some or all of Our securities, may merge, acquire other entities or assets which may be competitive with the System or not, be acquired by a competitive or other entity, and may undertake any refinancing, leveraged buy-out or other transaction, Including arrangements in which: 1) the retail or other facilities are, or are not, converted to the System or other format or brand (Including using the System or Marks), or 2) the System is converted to another format or brand, maintained under the System or a different system. You waive all claims, demands and damages with respect to any transaction or otherwise allowed under this Section or otherwise. You will fully cooperate with any such proposal, merger, acquisition, conversion, sale or financing.

14.2 No Assignment by You without Approval. This Agreement is personal as to You, and is being entered into in reliance upon and in consideration of Your qualifications and representations.

Therefore, neither this Agreement nor any of its rights or privileges, nor any shares or units in the ownership of Your entity or Your Franchise Business may be Transferred (as defined below) in any manner by You or anyone else unless Our prior written approval is obtained. You will provide Us with all documentation relating to the Transfer of Your Franchise Business. Said approval will not be unreasonably withheld but will be conditioned upon Our satisfaction with the qualifications set forth in Paragraph 14.3 below of the proposed transferee and its owners and officers. You must provide Us written notice of Your intent to Transfer prior to listing or offering the Franchise Business for sale. The term "Transfer" as used in this Article XIV and elsewhere where capitalized, Includes any direct or indirect assignment, transfer, division, trade, sale, gift, pledge, mortgage or granting of any security interest.

14.2.1 Transfers to Competitors Prohibited. In order to maintain the confidentiality of the proprietary information of the System, You agree that as a condition to becoming Our franchisee, You cannot Transfer any part of this Agreement, Your Franchise Business, or any part of Your entity, if applicable, to a competitor of Ours or an affiliate of a competitor of Ours without Our written permission. Any such Transfer without Our written approval will be considered void ab initio.

14.3 Qualifications of Transferee. In determining the acceptability of the proposed transferee, We will consider, among other things, Our then-current standards for new franchisees, Including the net worth, credit worthiness, background, training, personality, reputation, and business experience of the proposed transferee, the terms and conditions of the Transfer and any circumstances that would make the Transfer not in the best interests of Us or the System, Including the proposed purchase price. We may meet and candidly discuss all matters relating to Your Franchise Business with the potential transferee. In no case will You or a proposed transferee rely on Us to review or evaluate any proposed Transfer. Neither We nor Our affiliates will be liable to You or the transferee or any other person or entity relating to the Transfer and You agree to indemnify and hold Us harmless from any liability whatsoever relating thereto.

14.4 Application for Transfer. Upon any proposed Transfer of this Agreement, or any interest in it, You agree to submit to Us an application in the form specified by Us on behalf of the proposed transferee.

14.5 Transfer Fee. As a condition of Our approving the Transfer of this Agreement or Your Franchise Business, the proposed transferee will pay to Us a transfer Fee of $4,500 (see Exhibit "A-3"). The transfer Fee is non-refundable and is only payable at the time of the approved Transfer.

14.6 Permitted Transfers. If a proposed Transfer is only among existing owners to an entity controlled by and owned not less than 60% by You, Including Your current owners, there will be no transfer Fee, but You must reimburse Us Our legal and corporate fees incurred related to the Transfer, and We will not be entitled to exercise Our right of first refusal set forth in Section 14.9 below. However, all guarantors will remain guarantors to this Agreement unless otherwise released by Us in Our sole discretion. Each ownership certificate of a corporation or limited liability company franchisee must have endorsed upon its face that the Transfer thereof is subject to the restrictions of this Agreement. Any new owner, along with their spouse with an ownership of five percent or more in Your Franchise Business or Your entity must personally guarantee the obligations of this Agreement.

14.7 Involuntary Transfers Void. Involuntary Transfers of this Agreement by You, such as by legal process, are not permitted, are not binding on Us and are grounds for Termination of this Agreement. You agree that using this Agreement as security for a loan, or otherwise encumbering this Agreement is prohibited unless We specifically consent to any such action in writing prior to the proposed transaction. You agree not to purport to grant a sub-franchise under this Agreement nor to otherwise seek to license or permit others to use this Agreement or any of the rights derived by You under it. Any attempt to Transfer

this Agreement or Your Franchise Business in whole or in part, or any material portion or property used by You in connection herewith, whether or not binding on Us, will be grounds for the immediate Termination of this Agreement, unless such Transfer is authorized in writing by Us.

14.8 Conditions of Transfer. Prior to the effective date of Transfer of this Agreement or Your Franchise Business and as a condition for Our approval of any Transfer, You agree as follows:

14.8.1 Compliance. You must be in full compliance with this Agreement and not be in default hereunder. All accounts payable and other monetary obligations to Us or Our affiliates or subsidiaries, suppliers or creditors must be paid in full. You must have submitted to Us all required reports, financial statements and other documents.

14.8.2 Written Proposal. The terms and conditions of the proposed Transfer must be provided in writing to Us within the time frames specified by Us. The price and other proposed terms of the Transfer must not, in Our reasonable business judgment, have the effect of negatively impacting the future viability of the Franchise Business.

14.8.3 Assumption of Obligations. All Your obligations in connection with Your Franchise Business must be assumed by the transferee.

14.8.4 New Franchise Agreement. The transferee must sign the then-current form of the Franchise Agreement for a term equal to, at Our discretion, the remaining term of this Agreement, the remianain term of the existing Lease, or the term set forth in the then-current franchise agreement and fully upgrade and refurbish the Franchise Business and Premises to the level required of new franchisees.

14.8.5 Payment for Training. The transferee must pay for and complete the training program required of new franchisees.

14.8.6 Transfer Fee. The transferee must pay the transfer Fee on Exhibit A-3.

14.8.7 General Release. You and each of You must execute a general release releasing Us of any claims You may have against Us.

14.8.8 Transfer of Alcoholic Beverage License. The proposed transferee qualifies as a transferee of Your alcoholic beverage license.

14.8.8 Receipt of FDD. At Our discretion, the transferee must sign a document stating that it has received a copy of the franchise disclosure documents at least 14 calendar days or 10 business days, whichever is applicable in Your state, prior to closing and that We have made no representations, promises, or covenants concerning the past or future success of the franchise.

14.8.9 Survival of Covenants. Your non-competition, indemnity and confidentiality obligations and the provisions relating to dispute resolutions will survive any Transfer.

14.9 First Right of Refusal.

14.9.1 Right of First Refusal. You hereby grant to Us the right of first refusal to purchase Your assets, this Agreement, the Franchise Business or ownership in Your entity (collectively "Assets") on such terms and conditions specified in a bona fide written offer from a third-party, who would satisfy the criteria for approval under Section 14.3. You agree to notify Us in writing of the terms and conditions

of the Transfer, Including the Assets proposed to be Transferred, the purchase price or other consideration, any creditor financing terms being extended by You, the date of the proposed Transfer, and all other pertinent provisions of the proposed Transfer. In addition, a copy of any contract, agreement, memorandum of sale, deposit receipt, letter of intent and the like, must also be forwarded to Us as soon as it is signed by You. Following receipt of all pertinent data and documents concerning the proposed Transfer, Including any additional data concerning the transaction requested by Us from You, We will have 30 days in which to advise You in writing of Our election to have the Assets transferred and assigned to Us on the terms and conditions agreed to by the prospective transferee. Should We elect to purchase the Assets proposed to be Transferred pursuant to Our right of first refusal, You and We agree to cooperate to accomplish the Transfer as set forth in the provisions submitted to Us by You, provided that the date for the completion of the Transfer can be extended at Our option for up to 30 days beyond the date originally indicated for the completion of the Transfer in order to allow the completion of the transaction in a manner more convenient to Us. We have the right to off-set any amounts You owe to Us against the purchase price. If Your Franchise Business is not Transferred to such third-party within 60 days after We elect not to purchase the Assets, You must re-offer the Assets to Us before You may Transfer to an approved third-party. We have no obligation to purchase Your Assets.

14.9.2 Non-Election of Rights. If We do not elect to purchase the Assets proposed to be Transferred, You may complete the proposed Transfer on the terms and conditions set forth in Your notice to Us subject to Our right to approve the proposed transferee and the terms and conditions set forth under this Article 14. However, if there are any material changes in the terms and conditions of the proposed Transfer after You notify Us of the proposed Transfer, Including any changes in the terms and conditions occurring after We notify You of Our election not to purchase the Assets pursuant to Our right of first refusal, and any of those changes are less favorable to You, You agree to notify Us of the changes in writing and We will have an additional 10 days within which to elect to purchase the Assets proposed to be Transferred on the revised terms and conditions.

14.10 Death or Incapacity and Interim Management. In the event of the death or incapacity of an individual franchisee or general partner or manager of an entity franchisee (the term "incapacity" means any physical or mental infirmity that prevents the person from performing his or her obligations under this Agreement: (i) for a period of 60 or more consecutive days, or (ii) for 100 days during a calendar year), the heirs or personal representative will have the right to continue Your Franchise Business; provided that within a reasonable time (not more than one hundred and 120 days) after such death or incapacity (or such longer period required by the laws of the state where Your Franchise Business is located) the heirs appoint a representative to act in behalf of the heirs in all matters pertaining to Your Franchise Business as provided for new Operating Principal or designated managers and franchisees, Including the requirements to have the representative trained and accepted by Us in accordance with Our standards. The heirs or personal representatives, instead of operating Your Franchise Business themselves under the foregoing procedures may choose to Transfer Your Franchise Business. If a decision to Transfer is made, the Transfer procedures explained above will apply. If We are required to run Your Franchise Business for a time due to Your death, incapacity, unexcused absence or as otherwise allowed under this Agreement, the provisions of Section 7.6 above will apply.

14.11 Assumption of Obligations. The parties agree that in the event a court of competent jurisdiction orders You to Transfer to Your spouse or a third-party all or any part of Your interest in this Agreement or Your franchisee entity and/or in any property related thereto, such an order will constitute a Transfer of this Agreement and will cause the transferee to be subject to all of the terms and conditions concerning Transfers set forth herein above.

14.12 Acquisitions. If We receive an offer to acquire a majority of the franchises or to purchase a majority of Our assets or stock, or to merge or go public or similar transactions, We have the option, but not the obligation, to purchase all of Your rights and interests in and under this Agreement and Your Franchise Business at fair market value payable on terms as reasonably negotiated. The purchase price will not include compensation for any successor term or goodwill. All goodwill belongs to us. If the purchase option is exercised, You will execute a general release to Us. We will close Our purchase within 60 days after You receive notice of intention to exercise Our right or as soon thereafter as reasonably practical.

14.13 Transfer to Owned Legal Entity. We will allow You to assign this Agreement and Your Franchise Business (and its assets) to a legal entity, for convenience of ownership of the Franchise Business, provided:

(i) The legal entity is wholly owned by You and is newly formed and conducts no business other than the Franchise Business;

(ii) The legal entity is actively managed by You;

(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 Us in Our sole discretion and agree to guarantee the obligations of You under this Agreement and be bound by the terms of this Agreement in the manner prescribed by Us, 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. We also have 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 We prescribe for Transfers of ownership interests in such legal entity.

ARTICLE XV
RELATIONSHIP OF THE PARTIES

15.1 Independent Contractors. In all matters, You are an independent contractor. Nothing in this Agreement or in the franchise relationship constitutes You as Our partner, agent, joint employer, or joint venturer with Us, and this Agreement does not create a fiduciary relationship between You and Us. Neither party is liable for the debts, liabilities, taxes, duties, obligations, defaults, compliance, intentional acts, wages, negligence, errors or omissions of the other. You are solely responsible for the management and control of Your Franchise Business, Including, its daily operations, managing and directing employees, contractors, and sales persons and paying all costs and expenses of Your Franchise Business. The parties agree not to hold themselves out by action or inaction contrary to the foregoing and to indemnify each other for any liability, cost or expense Including attorney's fees, incurred by either of them for any act, omission, finding or result to the contrary. None of Your employees will be deemed to be Our employee and each employee will be so notified by You. Neither party will act or have the authority to act as agent for the other, and neither You nor We will guaranty the obligations of the other or in any way become obligated for the debts or expenses of the other unless agreed to in writing. You agree to post promptly and maintain any signs or notices specified by Us or by applicable law indicating the status of the parties as described above.

15.2 Indemnification. You agree to defend, indemnify, and hold Us harmless from any and against any and all losses, liabilities, damages, costs and expenses whatsoever, Including reasonable

attorney's fees arising out of or related to, or in any way connected with You or Your acts, errors or omissions in the operation of Your Franchise Business or Your 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. We will have the right to defend any such claim against Us by employing counsel of Our choice, subject to full reimbursement of all legal fees by You. We will use Our reasonable efforts to cooperate with You in any litigation, judicial or administrative proceeding to avoid duplication of time, effort or expenditure to the greatest extent possible without compromising Our interest in such matter. This indemnity will continue in full force and effect subsequent to and notwithstanding the Termination of this Agreement.

ARTICLE XVI
COVENANT NOT TO COMPETE

16.1 In-Term Covenants. You and We share in a common interest in avoiding situations where persons or companies who are or have been franchisees operate or otherwise become involved with a similar or competing business during the term of this Agreement. During the term of this Agreement and for any extensions or Successor Franchises hereof, You agree that neither You nor Your immediate family 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, contractor, consultant, partner, officer, director or shareholder of any business offering products or services the same as or substantially similar to Your Franchise Business or the System in any capacity or location, except with Our prior written consent. You understand and acknowledge that to violate this Section will create irreparable harm. Your owners, members, directors, officers, managers and shareholders must execute the standard Non-Disclosure and Non-Competition Agreement and the Confidential Recipe Agreement for Principals attached as Exhibit "A-4" and "A-5" respectively.

16.2 Confidentiality. You agree that at no time, either during the term of this Agreement, any extensions or Successor Franchises hereof, or at any other time will You or any of those over whom You have control make any unauthorized disclosure or use of Our Confidential Information. We will disclose the Confidential Information to You when rendering guidance and assistance to You under the terms of this Agreement, Including by way of example, furnishing the Manuals. You acknowledge and agree that the Confidential Information is proprietary, involves Our trade secrets and is disclosed to You solely on the express condition that You agree not to use the Confidential Information in the operation of any other business, to maintain the absolute confidentiality of the Confidential Information during and after the term of this Agreement, not to make any unauthorized copy, duplicate, record, or otherwise reproduce all or any portion of the Confidential Information disclosed in written form, to never contest the validity of Our exclusive ownership of and rights to the System or the Confidential Information, and to adopt and implement all reasonable procedures to prevent unauthorized use or disclosure of the Confidential Information, which procedures may be prescribed from time to time by Us.

16.3 Post-Term Covenants. Upon Termination for any reason of this Agreement, and any extensions thereof, or upon any Transfer or repurchase of Your rights hereunder and for a continuous, uninterrupted period of two years thereafter, neither You nor Your immediate family will, directly or indirectly, participate as an owner, operator, shareholder, director, partner, member, manager, consultant, agent, employee, contractor, 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 (at wholesale or retail) offering products or services the same as or substantially similar to Your Franchise Business or the System at the time of Termination in any capacity or location within Your Territory or within 20 miles of Your Territory or within 20 miles of the territory of any Westside Pizza® business operation at the time

of Termination of this Agreement. You will not divert or attempt to divert any business of or any customers of any Westside Pizza® business operations to any other competitive establishment, by direct or indirect inducement or otherwise.

16.3.1 Tolling of Covenant. In addition to other remedies available to Us, in the event You compete during the term of non-competition, this non-compete time period will be tolled and extended for the period of Your competition, plus an additional six months.

16.4 Survival of Covenants. The foregoing covenants will survive the Termination of this Agreement and will apply regardless of whether this Agreement was Terminated by lapse of time, by default of either party, or for any other reason.

16.5 Acknowledgement of Harm. You acknowledge that Your violation or breach of the covenants and provisions of this Article XVI is likely to cause substantial and irreparable harm to Us and the System. You agree that the restrictions contained in this Agreement are reasonable and necessary for Our protection and the protection of other franchisees in the System, and that the existence of any claims You may have against Us, whether or not arising from this Agreement, will not constitute a defense to Our ability to enforce the covenants set forth in this Article.

16.6 Modifications. If any of the restrictions of this Article are determined to be unenforceable because of duration, scope or coverage or otherwise, they will be reduced to that level which provides the greatest restriction, but which is still enforceable. You and We agree that such restrictions will be enforced to the fullest extent possible.

16.7 Our Remedies. If the post-term restrictions of this Article XVI are unenforceable or are reduced to a level which We, in Our reasonable business judgment, find unacceptable, We may, in addition to any other remedies available to Us, require You, collect the amounts set forth above in Section 12.4.

16.8 Enforceability. You agree that the terms of the provisions of this Article XVI 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 You and/or Your entity has and will have with Us. It is the desire and intent of the parties to this Agreement that the provisions of this Article XVI be enforced to the fullest extent permissible under applicable laws. You understand and acknowledge that We have the right in Our sole discretion to reduce the scope of any covenant set forth above or any portion thereof, without Your consent, effective immediately upon receipt by You of written notice thereof; which modified covenant will be fully enforceable notwithstanding any other provision of this Agreement.

ARTICLE XVII
DISPUTE RESOLUTION

17.1 Quick Resolution. You and We 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.

17.2 Manner of Handling Disputes. You and We agree that except as otherwise expressly provided for herein, in the event any controversy, dispute or claim whatsoever ("Dispute") arises between Us and You 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 You, such Dispute will be:

17.2.1 Face-to-Face Meeting. First discussed in a face-to-face meeting between You and Us in Salt Lake City, Utah, or at Our then-current headquarters within 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.

17.2.2 Mediation. If, in the opinion of either You or Us, the face-to-face meeting has not successfully resolved such matters, and if desired by either You or Us, the matters will be submitted to non-binding mediation before Franchise Arbitration and Mediation Services ("FAM") or as otherwise mutually agreed. The mediation will be conducted exclusively in Salt Lake City, Utah. On election by either party, arbitration as provided below may proceed forward at the same time as mediation. The mediator will be disqualified as a witness, consultant, expert or counsel for any party with respect to the dispute and any related matters.

17.2.3 Arbitration. If in the opinion of either You or Us the mediation has not successfully resolved such matters, at the request of either You or Us, 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 Procedures. 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 25 (none of which may have subplots) of the following: interrogatories, demands to produce documents, and requests for admission. You and We 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 Disputes. Any Dispute must be conducted and resolved on an individual basis only and not on a class-wide, multiple-plaintiff or similar basis between You and Us and will not be consolidated with any other arbitration or court proceeding involving Us and any other party.

(iii) Agreed Limitations. Except for payments owed by one party to the other, claims attributable to Your underreporting of sales, or claims related to an act of Yours allowing Us to immediately terminate this Agreement, any legal action or arbitration proceeding (Including the offer and sale of a franchise to You) brought or instituted with respect to any Dispute hereunder must be brought or instituted within a period of one 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 years after the first act or omission giving rise to an alleged claim.

(iv) Limited Damages. You and We 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 You and Us, each will be limited to the recovery of actual damages sustained. You agree that We will not be liable for any act or omission which is consistent with this Agreement or which is done in subjective good faith. If You bring an action for alleged wrongful termination of this Agreement and provided that the Termination has not resulted in a closure of Your Franchise Business, Your 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 Your sole remedies will be reinstatement as a franchisee and to receive compensation for economic losses directly incurred by You as a result of such closure, conditioned upon Your duty to mitigate.

(v) Exceptions to Arbitration. You and We 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 30 days of such final award, to a three-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.

(viii) Federal Arbitration Act. You and We 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 You and We will rely on federal preemption under the Federal Arbitration Act.

ARTICLE XVIII
NOTICES

18.1 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 days after deposit in the mail addressed as follows:

FRANCHISOR:	**FRANCHISEE:**
Westside Pizza International Inc. 8515 W. Overland Road Boise, Idaho 83709 (or Our then-current headquarters) Email: info@westsidepizza.com With a courtesy copy to (which will not act as notice or service to Westside Pizza International Inc.): The Franchise & Business Law Group Attn: Kara Martin 57 West 200 South, Ste 350 Salt Lake City, Utah 84101 Email: kmartin@fblglaw.com	_____, LLC/Inc. _____ _____ Facsimile: _____ Email: _____

18.2 Delivery. If You refuse or fail to accept any certified or overnight delivery, acceptance will be deemed to have occurred 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 days after mailing.

18.3 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 You and Us. Any notice to You may be delivered to the address set forth above or to the address of Your Franchise Business or office.

ARTICLE XIX
CONSTRUCTION AND JURISDICTION

19.1 Governing Law. Except as provided in Section 19.5, this Agreement will be governed, construed and interpreted in accordance with the laws of the State of Idaho without giving effect to its conflicts of law provisions. You and We agree that the provisions of this Agreement will control the state or provincial laws by which this Agreement will be governed and any provisions of state or provincial law to the contrary or any statements in Our franchise disclosure document or otherwise required as a condition of registration or otherwise. If the governing law requires terms other than or in addition to those in this Agreement, then such terms will be deemed incorporated herein, but only to the extent

necessary to prevent the invalidity of this Agreement or any of the provisions hereof or the imposition of civil or criminal penalties or liability. To the extent permitted by the laws of the state whose laws govern this Agreement, You hereby waive any provisions of law or regulations which render any portion of this Agreement invalid or unenforceable in any respect.

19.2 Jurisdiction. In order to facilitate our joint interests in having franchise issues determined in a consistent manner for application throughout the System, without in any way limiting or otherwise affecting Your and Our obligations regarding mediation and arbitration in accordance with the provisions of Article XVII, if there is any litigation between us, You and We 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 You and We agree that Salt Lake County, Utah will be the exclusive venue for any litigation between Us and You. Each party waives any objection they may have to the personal jurisdiction of or venue in the state and federal courts of Utah.

19.3 Costs and Attorney's 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 arbitration proceeding. The costs of mediation will also be awarded to the prevailing party in arbitration, if applicable. For purposes of this Agreement, "prevailing party" Includes, the party which obtains a judgment in their favor or agrees to dismiss an action or proceeding upon the other's payment of sums allegedly due or performance of the covenants allegedly breached, or which obtains substantially the relief sought. Reimbursement is due within 30 days of written notice after prevailing.

19.4 No Jury Trial. You and We waive, to the fullest extent permitted by law, all rights to trial by jury in any action or Dispute, whether at law or in equity, brought by either party.

19.5 Exception. Notwithstanding the foregoing, the Federal Arbitration Act (9 U.S.C. §§ 1 Et. Seq.) and the United States Trademark Act (Lanham Act, U.S.C § 1051 Et. Seq.) will apply to this Agreement and the relationship of the parties and preempt any state law to the contrary.

19.6 No Limitation of Our Rights. We may, in Our discretion, elect not to enforce or selectively enforce any provision of this Agreement whether with respect to You or any other franchisee and such acts or omissions will not limit or otherwise affect Our rights to strictly enforce this Agreement.

ARTICLE XX
MISCELLANEOUS

20.1 Headings. Headings used in this Agreement are for reference and convenience purposes only and are not to be used in construing the provisions of this Agreement. As used herein, the male or female gender will include the other and the neuter. The singular will include the plural and the plural will include the singular as appropriate.

20.2 No Third-Party Rights. The parties intend to confer no benefit or right on any person or entity not a party to this Agreement and no third parties will have any right or claims, benefit or right or a third-party beneficiary under this Agreement or any provision hereof. Similarly, You are not entitled to claim any rights or benefits, Including those of a third-party beneficiary, under any contract, understanding or agreement between Us and any other person or entity, unless that contract, understanding or agreement specifically refers to You by name and specifically grant rights or benefits to You.

20.3 Authority. Where an entity is a party to this Agreement, the person or persons signing this Agreement on behalf of the entity warrant to Us that he, she or they have the requisite authority to sign this Agreement. At Our request, the concerned company signatory agrees to promptly provide Us with a certified copy of the resolution authorizing the execution of this Agreement and naming the officers, directors, members, or managers of the entity who are authorized to sign this Agreement on behalf of the entity. No field representative or salesperson has the right or authority to sign this Agreement or make oral representations or written modifications hereof on Our behalf.

20.4 No Partial Payments. No payment by You or receipt by Us of any amount less than that required to be paid under this Agreement, or otherwise, to Us or any person or entity affiliated with Us, will be deemed to be anything except payment on account, regardless of any endorsement to the contrary contained on any such payment or in any oral or written communication transmitted in connection therewith.

20.5 Joint and Several Liability. If two or more persons, corporations, limited liability companies, partnerships or other entities, guarantors or any combination thereof, sign this Agreement, the liability of each will be joint and several. All members of a general partnership and all members of any association or other unincorporated entity, which is part of the franchisee hereunder, are jointly and severally liable for Your performance hereunder.

20.6 No Off-Set or Withholdings. You covenant and agree that You will not offset nor withhold the payment of any Fees, payments or other amounts due to Us or Our affiliates or suppliers on grounds of the alleged non-performance by Us of any of Our covenants or obligations hereunder, any dispute of any nature or otherwise.

20.7 Disclosure. We can disclose, in disclosure documents or otherwise, information relating to Your Franchise Business, Including Your name, address, phone numbers, financial information, copies or reports, and other information.

20.8 Binding Agreement. This Agreement is binding upon the heirs, administrators, personal representatives, assigns and successors in interest to the parties hereto.

20.9 Force Majeure. Neither party will be liable by reason of any failure or delay in the performance of such applicable party's obligations hereunder on account of strikes, fires, flood, storm, explosion or other cause which is beyond such party's reasonable control. This Section 20.9 will not be interpreted to relieve You from Your obligation to pay Us when due all payments required to be made by You under this Agreement.

20.10 Entire Agreement. The parties intend this Agreement and all attached exhibits hereto to be the full and complete agreement between Us and You and the entire integration of all our understandings of every nature concerning the matters contained in this Agreement or in any way related thereto, whether oral or written, and whether occurring before or contemporaneously with the execution of this Agreement. You represent and acknowledge that no agreements, representations, negotiations, promises, commitments, inducements, assurances, terms, conditions, or covenants of any nature exist between You and Us except as specifically set forth in this Agreement, whether pertaining to this Agreement or to any future, further or additional rights of either You or Us. Nothing in this Agreement, or in any related agreement, is intended to be a disclaimer of the representations We made to You in the franchise disclosure document.

20.11 Amendments. No amendment, change or variance from this Agreement will be binding on either party unless executed in writing; however, the Manuals and policies and procedures may be modified by Us from time to time as set forth in this Agreement, and are binding.

20.12 Effective Date. This Agreement will become effective only when fully executed and accepted by Us at Our headquarters.

20.13 No Course of Dealing. No course of dealing between You and Us will affect Your or Our rights under this Agreement or otherwise.

20.14 No Representations. You understand that the success or failure of Your Franchise Business depends, in major part, upon Your efforts. You agree that We have not made nor have You received any promise, representation or warranty that: 1) any payments by You are refundable at Your option; 2) We will repurchase any rights granted hereunder; 3) You will achieve any particular sales, income or other levels of performance or that You will be successful in Your Franchise Business licensed by this Agreement; 4) You will have any exclusive rights of any type other than as expressly set forth herein; 5) You will receive any level of Marketing assistance, site location, development or other services, operational assistance or otherwise other than as expressly set forth in this Agreement; 6) You will not be required to obtain any licenses in order to operate Your Franchise Business; 7) any location will be successful; or 8) that You will be awarded additional or further franchises or other rights, except as expressly set forth in a written document signed by Us.

20.15 Variances. You understand and agree that: 1) We may have offered franchises in the past, may currently be offering franchises or may offer franchises in the future, on economic or other terms, conditions and provisions which may significantly differ from those offered by this Agreement and any related documents; and 2) there may be instances where We have varied, or will approve exceptions to or changes in the uniform standards, or the terms on which We offer franchises, the charges We make, or otherwise deal with Our franchisees to suit the circumstances of a particular transaction as We believe necessary or desirable under particular circumstances. You have no right to object to such variances or to obtain the same variances for Yourself.

20.16 No Misrepresentations. You further represent to Us, as an inducement to Our entry into this Agreement, that You have made no misrepresentations in obtaining the award of this franchise.

20.17 Representations of Non-Violation. You represent and warrant that You can enter into this Agreement and that the execution and performance of this Agreement will not be in violation or breach, or cause the violation or breach, of any agreement or covenant between them or any of them and any third-party or the violation or breach of any order, decree or judgment of any court or administrative agency.

20.18 FDD Acknowledgement. You represent that You have had a copy of our franchise disclosure document ("FDD") for at least 14 calendar days or 10 business days, whichever is applicable in Your state, prior to signing this Agreement or making any payment to Us, and during which time You had the opportunity to submit the FDD for review by legal counsel.

20.19 Waiver. We may, in writing, unilaterally waive any of Your obligations or requirements under this Agreement. Waiver by Us of any particular default by or obligation of You will not affect or impair Our rights with respect to any subsequent default by You or any of Our other rights to declare the same or subsequent acts a breach or default. Unless otherwise agreed to by Us in writing, Our acceptance of any payments due from You does not waive any prior defaults.

20.20 Counterpart and Electronic Signatures. This Agreement and its Exhibits 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 with full legal force and effect and may be used for all purposes as if it were an original.

20.21 Owners of the Franchise. You represent and We rely upon Your representations in entering into this Agreement that the individuals in Exhibit "A-2" are the owners of and sole holders of a legal and beneficial interest in Your Franchise Business.

20.22 Drafting. You acknowledge that You have read this Agreement, have had the opportunity to review it with an attorney of Your respective choice and to suggest changes to this Agreement and contribute to its substance and form, and have agreed to all of its terms. You agree that the rule of construction that a contract be construed against the drafter will not be applied in interpreting this Agreement.

ARTICLE XXI
DEFINITIONS

"Confidential Information" means any information relating to Your Franchise Business, Our products or services, or the development or operation of a Westside Pizza® business or relating to the System as a whole, Including: (i) methods for the preparation of Westside Pizza® Products; (ii) Our 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, techniques, and knowledge and experience in the development and operation of Westside Pizza® businesses; (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® businesses; (v) Our strategic plans and concepts for the development, operation, or expansion of Westside Pizza® businesses; (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 Data, Including phone numbers and email addresses whether created by Us or You; 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 Us or You. You acknowledge and agree that prior to the execution of this Agreement, You received information and have met and corresponded with Our principals, agents and/or representatives and that any Confidential Information obtained or received as part of any prior meeting or correspondence is subject to the protection and restrictions of this Agreement.

"Fees" refers to those fees, payments, and costs You are required to pay to Us Including for royalties, Marketing fund, operational assistance, training, interim management, fines, and similar expenses, as more fully set forth on Exhibit "A-3" attached hereto and by reference incorporated herein.

"Gross Sales" Includes the total of all sales of all products, goods or services sold, traded, bartered, or rendered by You and income of every kind and nature Including the value of a trade or other bartering, delivery, or off-site sales of Pizzeria products, arising from Your Franchise Business and tangible property of every kind sold by You during the term of this Agreement and without reserve or deduction for inability or failure to collect. "Gross Sales" excludes bona fide credits and returns for products and excludes amounts paid by You for sales or use taxes on the sale of any products or services.

"Including" or "Includes" throughout this Agreement will mean, "including but not limited to," "including, without limitation," and similar all-inclusive and non-exhaustive meanings.

"Intellectual Property" means all parts of the System particular to Us and collectively Includes all Marks, trade dress, names, copyrights, systems, patents, patent applications, trade secrets, software, recipes, formulations, operations, Manuals and other proprietary information.

"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.

"Manuals" consists of one or more guides or manuals, Including an operations manual and/or policies and procedures manual, technical bulletins or other written materials as may be developed, modified and supplemented by Us periodically. The Manuals may be in printed or in an electronic format in Our discretion. We reserve the right to require You to use an electronic version of the Manuals and to require You to access the document using the Internet or an intranet created and supported by Us. You understand and agree that aside from the uses permitted specifically under law, it is unlawful and a criminal offense to duplicate or reproduce any copyrighted or other proprietary materials.

"Marketing," "Market," "marketing" and "market" Includes advertising, brand development, promoting and selling products and/or services, market research and other related processes whether utilized or developed now or in the future.

"Marks" means the federally registered and common law trademarks and service marks owned or licensed by Us, whether now or later developed. "Marks" will also include any and all names, trade names, trademarks, slogans, service marks, logos and/or other commercial property or symbols licensed to You pursuant to this Agreement or used in connection with the System or later added to the System.

"Operating Account" is defined as that account into which all receipts of Your Franchise Business must be deposited.

"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 Franchise Business, and has the power to bind You in all dealings with Us.

"Social Media" means any and all websites, apps and web or Internet pages for social interaction, business operation, marketing, and other online information communications, whether now or later developed.

"Termination" or "Terminate" Includes expiration, non-renewal, repurchase of Your rights, non-granting of a Successor Franchise, non-renewal, transfer, or any other means by which this Agreement is no longer in effect and wherein You are no longer a franchisee of the &&™/® System.

"We," "Our(s)" or "Us" only as applied to Paragraphs 2.2.3, 10.1.1, 10.1.2, and 14.8.7, Sections 3.1, 3.5, 11.1, and 16.4, and Articles XI, XV, Includes Our predecessors, parents, affiliates, subsidiaries,

and Our officers, directors, shareholders, members, managers, employees, agents, development agents, or others with whose conduct We are chargeable, as applicable.

"You" or "Your" Includes all signers of this Agreement, all current and subsequent guarantors, all subsequent and current members, Operating Principals, owners, partners, shareholders, managers, directors, officers, agents, affiliates, principle employees and with those whose conduct You are chargeable.

WE CANNOT RELIABLY PROJECT YOUR FUTURE PERFORMANCE, REVENUES OR PROFITS, AND YOU REPRESENT, COVENANT AND AGREE THAT WE HAVE MADE NO REPRESENTATIONS OR WARRANTIES CONCERNING YOUR SUCCESS AS A FRANCHISEE AND WE DISCLAIM ANY WARRANTY OR REPRESENTATION AS TO THE POTENTIAL SUCCESS OF THE BUSINESS OPERATIONS UNDER THIS FRANCHISE AGREEMENT. THE SUCCESS OF YOUR BUSINESS IS LARGELY DEPENDENT ON YOUR PERSONAL EFFORTS.

WE EXPRESSLY DISCLAIM THE MAKING OF ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES REGARDING THE SALES, EARNING, INCOME, PROFITS, GROSS REVENUES, BUSINESS OR FINANCIAL SUCCESS, OR VALUE OF YOUR FRANCHISE BUSINESS.

YOU ACKNOWLEDGE THAT YOU HAVE HAD AN OPPORTUNITY TO HAVE THIS AGREEMENT AND RELATED DOCUMENTS REVIEWED BY YOUR OWN ATTORNEY.

IN WITNESS WHEREOF, Franchisor and Franchisee have respectively signed and sealed this Franchise Agreement effective as of the day and year first written above.

FRANCHISOR:	**FRANCHISEE:**
WESTSIDE PIZZA INTERNATIONAL INC.	_____
By: _____ (Signature)	By: _____ (Signature)
Name: _____	Name: _____
Title: _____	Title: _____

If the franchisee is not an entity, each person must sign personally.

By: _____ (Signature)	By: _____ (Signature)
Name: _____, personally	Name: _____, personally

EXHIBIT "A-1"
TO THE FRANCHISE AGREEMENT

TERRITORY:
(Map may be attached)

The Territory will consist of the following area: _____
_____.

_____
Franchisee Initial and Date

_____
Franchisor Initial and Date

APPROVED PREMISES LOCATION:

The Franchise Premises located at: _____, in the city or town of _____, county of _____, state of _____.

Our approval of the Territory or a site is not a guarantee or a warranty of the potential success of a territory or a site.

_____
Franchisee Initial and Date

_____
Franchisor Initial and Date

EXHIBIT "A-2"
TO THE FRANCHISE AGREEMENT

COMPANY REPRESENTATIONS AND WARRANTIES

You make the following additional warranties and representations:

You are a (check one):

□ Partnership □ Corporation
□ Sole Proprietorship □ Limited Liability Company

Name of Entity: _____
State Entity was formed: _____/Date of Formation: _____
EIN: _____

If You are a corporation, partnership, or limited liability company, please write below the name and address of each shareholder, partner, or member holding an ownership interest in the corporation, partnership or limited liability company, as well as the name of the shareholder, partner, or member who will attend training (please print or type names and add extra lines if necessary):

Name	**Address**	**Shares & Percentage of Interest***

*Corporation: Percentage owned of outstanding voting stock.
*Partnership: Percentage owned in voting and in capital and profits.
*Limited Liability Company: Percentage owned in membership interest.

List the names of the managers and officers of the Company:

Name	**Title**	**Manager/Officer**

The address where records are maintained is:

_____

_____.

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The name and address of the Operating Principal who has been approved by Us and who will be directly responsible for supervising Your business operations and who has authority to work with Us and make decisions relating to the operations of the Branchise Business:
Name:

_____

Address:

_____

Email:

_____

You agree to provide Us a copy of Your articles of organization and operating agreement or articles of incorporation and bylaws by _____, 20___.

IN WITNESS WHEREOF, Franchisee has executed this Company Representations and Warranties as of _____, 20___.

FRANCHISEE:

_____

By:

_____

(Signature)

Name:

_____

Title:

_____

EXHIBIT "A-3"
TO THE FRANCHISE AGREEMENT

FEE CHART

Type of Fee*	Amount	Notes
Initial Franchise Fee*	$25,000	Payable in one lump sum
Successor Franchise Fee*	$1,000	Payable to reimburse Us for costs related to the renewal of Your franchise
Royalty*	4%	Payable weekly by ACH payment
Marketing Fee*	Up to 1% of gross sales	Payable weekly by ACH payment
Local Marketing Requirement	Lesser of 2% of Gross Sales or $2,000 per month	This amount will be reduced to 1% or $1,000 per month once a marketing fund has been established
Transfer Fee*	$4,500	
Late Fees	$50 per day, per report, plus 1% of Gross Sales	
System Non-Compliance	1% increase in royalty	If You fail to cure any default during the cure period, Your royalty will increase by 1% during the term of the Agreement
Additional Trainees at Initial Training	$60 per hour	Plus, Your and Your attendees' travel, lodging, food, and other expenses
Operational Assistance at Your Franchise Business Premises	$60 per hour	Plus, travel, lodging, food, and other expenses incurred by Us
Operational Assistance at Our headquarters	$60 per hour	Plus, Your and Your attendees' travel, lodging, food, and other expenses
New Operating Principal or Management Training	$60 per hour	Plus, Your and Your attendees' travel, lodging, food, and other expenses
Conference Fee	Currently $0	Plus, Your and Your attendees' travel, lodging, food, and other expenses
Seminar Fee	Currently $0	Plus, Your and Your attendees' travel, lodging, food, and other expenses
Interim Management Fee	$400 per day per representative	Plus, travel, lodging, food, and other expenses incurred by Us
Relocation Fee	$4,000	Payable upon approval by Us
Failure to Make Premises Available Post-Termination	$2,500	As incurred
*All fees, except those identified with an *, are the current fees and may be changed in the Manuals in Our discretion. There may be other fees and fines listed in the Manuals.		

EXHIBIT "A-4"
TO THE FRANCHISE AGREEMENT

PRINCIPAL CONFIDENTIALITY, NON-COMPETITION & NON-SOLICITATION AGREEMENT

This PRINCIPAL CONFIDENTIALITY, NON-COMPETITION & NON-SOLICITATION AGREEMENT (the "Agreement") is entered into and made effective as of the _____, 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 Westsider Pizza®, which markets and sells food and beverage products and other related products and services ("Westside Pizza® Business"). The system Includes: the Franchise Business; specific Marks; Manuals; the use of required equipment; recipes, mixes and formulas; processes, services, teaching methods, uniform standards, and know-how; 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 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, Confidential Information, the System, or other information or materials which he or she knows, or reasonably should know, is regarded as confidential 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. 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, or 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, contractor, partner, officer, director or shareholder of 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, contractor, 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 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 20 miles of the Territory or within 20 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 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 20 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 tolled and extended for the period of Principal's competition, plus an additional six months.

4. Non-Solicitation of Customers. Principal will not, during the term of the Franchise

Agreement and any extensions or Successor Franchise and for two 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 Data belongs to Franchisor.

5. Return of Materials. Upon the Termination of the Franchise Agreement, or Principal's disassociation from the franchise entity, 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® Manuals and any and all recipes, mixes, books, Customer Data, Confidential Information, 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.

6. Irreparable Harm. Principal hereby acknowledges and agrees that any breach by him or her of any portion of Sections 1 through 5 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 5 above, inclusive, without proof of actual damages that have been or may be caused to Franchisor by such breach. Additionally, Principal agrees that the existence of any claims Principal may have against Franchisor, whether or not arising from this Agreement of the Franchise Agreement, will not constitute a defense to Franchisor's ability to enforce the covenants set forth in this Agreement.

7. 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.

8. 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 Idaho 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 all dispute resolution will be exclusively in the state and federal courts of Salt Lake County, State of Utah.

9. 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.

10. 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.

11. 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.

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

13. 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:	**PRINCIPAL:**
WESTSIDE PIZZA INTERNATIONAL INC.	_____
By: _____ (Signature)	By: _____ (Signature)
Name: _____	Name: _____
Title: _____	Title: _____

EXHIBIT "A-5"
TO THE FRANCHISE AGREEMENT

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 ("Franchisor") and the undersigned ("Recipient").

RECITALS:

WHEREAS, Recipient or his or her business entity or spouse or legal domestic partner has entered into a Franchise Agreement with Franchisor for the operation of a Westide 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 Westide 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 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 any portion of Sections 1 through 6 above, inclusive, will cause damage to Franchisor and the Westide 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 Westide 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 Idaho 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.

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 INTERNATIONAL INC.	_____
By: _____	By: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____

EXHIBIT "A-6"
TO THE FRANCHISE AGREEMENT

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 Franchsior 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 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 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 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 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.

I. LESSOR CONTACT: The name, phone number, email, and mailing address for the person authorized to act on behalf of the Lessor is: _____
_____.

[intentionally left blank]

IN WITNESS WHEREOF, LESSOR and LESSEE have each executed this Lease Addendum and Conditional Assignment of Lease this _____ day of _____, 20___.

LESSOR:	LESSEE:
_____	_____
_____	_____
By:_____	By:_____
Its:_____	Its:_____

Notary for Lessor:

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: _____.

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 "A-7"
TO FRANCHISE AGREEMENT

AUTHORIZATION AGREEMENT FOR DIRECT PAYMENTS (ACH DEBITS)

Business Name: _____

I (We) hereby authorize Westside Pizza International Inc., hereinafter called ("Company"), to initiate debit entries to my (our) ☐ checking account/ ☐ savings account (select one) indicated below at the depository financial institution named below, hereinafter called ("Depository"), and to debit the same to such account. I (We) acknowledge that the origination of ACH transactions to my (our) account must comply with the provisions of United States law.

Depository Name: _____ Branch: _____

City: _____ State: _____ Zip Code: _____

Routing Number: _____ Account Number: _____

This authorization is to remain in full force and effect until Company has received written notification from me (or either of us) of its termination in such time and in such manner as to afford Company and Depository a reasonable opportunity to act on it.

Name(s): _____
(please print)

Title: _____

Signature: _____ Date: _____

NOTE: ALL WRITTEN DEBIT AUTHORIZATIONS MUST PROVIDE THAT THE RECEIVER MAY REVOKE THE AUTHORIZATION ONLY BY NOTIFYING THE ORIGINATOR IN THE MANNER SPECIFIED IN THE AUTHORIZATION.

EXHIBIT "A-8"
TO FRANCHISE AGREEMENT

GUARANTY AND ASSUMPTION OF OBLIGATIONS

This GUARANTY AND ASSUMPTION OF OBLIGATIONS ("Guaranty") is entered into and made effective as of the ___ day of _____, 20____ by and between **Westside Pizza International Inc.**, a Washington corporation, ("We," "Us" or "Our") and the undersigned Guarantor(s) ("Guarantor(s)") owners of _____, LLC/INC. (the "Business Entity") and their spouses.

1. Scope of Guaranty. In consideration of and as an inducement to Our signing and delivering the Franchise Agreement dated _____ (the "Franchise Agreement"), each Guarantor(s) signing this Guaranty personally and unconditionally: (a) guarantee to Us and Our successors and assigns that the Business Entity will punctually pay and perform each and every undertaking, agreement, and covenant set forth in the Franchise Agreement; and (b) agree to be personally bound by, and personally liable for the breach of, any provision in the Franchise Agreement, Including confidentiality and the non-competition provisions.

2. Waivers. Each Guarantor(s) waive: (a) acceptance and notice of acceptance by Us of Guarantor(s) obligations under this Guaranty; (b) notice of demand for payment of any indebtedness or nonperformance of any obligations guaranteed by Guarantor(s); (c) protest and notice of default to any party with respect to the indebtedness or nonperformance of any obligations guaranteed by Guarantor(s); (d) any right Guarantor(s) may have to require that an action be brought against the Business Entity or any other person as a condition of Guarantor(s) liability; (e) all rights to payments and claims for reimbursement or subrogation which Guarantor(s) may have against the Business Entity arising as a result of Guarantor(s)' execution of and performance under this Guaranty; and (f) all other notices and legal or equitable defenses to which Guarantor(s) may be entitled in Guarantor(s)' capacity as guarantors.

3. **Consents and Agreements**. Each Guarantor consents and agrees that: (a) Guarantor(s)' direct and immediate liability under this Guaranty are joint and several; (b) Guarantor(s) must render any payment or performance required under the Franchise Agreement upon demand if the Business Entity fails or refuses punctually to do so; (c) Guarantor(s)' liability will not be contingent or conditioned upon Our pursuit of any remedies against the Business Entity or any other person; (d) Guarantor(s)' liability will not be diminished, relieved or otherwise affected by any extension of time, credit or other indulgence which We may from time to time grant to Business Entity or to any other person, including, without limitation, the acceptance of any partial payment or performance of the compromise or release of any claims (including the release of other guarantors) and no such indulgence will in any way modify or amend this Guaranty; and (e) this Guaranty will continue and is irrevocable during the term of the Franchise Agreement and, if required by the Franchise Agreement, after its termination or expiration.

4. **Enforcement Costs**. If We must enforce this Guaranty in any judicial or arbitration proceeding or any appeals, Guarantor(s) must reimburse Us for Our enforcement costs. Enforcement costs include reasonable fees from accountants, attorneys, attorney's assistants, arbitrators, and expert witness fees, costs of investigation and proof of facts, court costs, arbitration filing fees, other litigation expenses and travel and living expenses, whether incurred before, in preparation for, or in contemplation of the filing of any written demand, claim, action, hearing or proceeding to enforce this Guaranty.

5. Disputes. Guarantor(s) and its spouse acknowledge and represent that Guarantor(s) and its

spouse have had an opportunity to review the Franchise Agreement and agree that the provisions of Article XVII (disputes and arbitration) of the Franchise Agreement have been reviewed by Guarantor(s) and its spouse and by reference are incorporated herein and will govern this Guaranty and any disputes between Guarantor(s) and/or its spouse and Us. Each Guarantor(s) and its spouse irrevocably submits to the exclusive jurisdiction and venue of said listed courts. Nevertheless, Guarantor(s) agree that We may also enforce this Guaranty and awards in the courts of the state or states in which a Guarantor(s) or a spouse is domiciled.

6. Spouse's Signature. By signing below, the undersigned spouse acknowledges and consents to Guarantor(s) execution and performance under this Guaranty and the undersigned spouse also consents to his or her personal and marital assets securing the Business Entity's performance under the Franchise Agreement and Guarantor(s)' performance under this Guaranty.

7. Counterparts. This Guaranty may be signed in counterparts including by 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.

IN WITNESS WHEREOF, the Guarantor(s) and its spouse have respectively signed and sealed this Guaranty effective as of the day and year first written above.

Guarantor(s)'s Signature	**Spouse's Signature**
By: _____	By: _____
(Signature)	(Signature)
_____	_____
(Print Name)	(Print Name)
By: _____	By: _____
(Signature)	(Signature)
_____	_____
(Print Name)	(Print Name)
By: _____	By: _____
(Signature)	(Signature)
_____	_____
(Print Name)	(Print Name)

EXHIBIT "A-9"
TO FRANCHISE AGREEMENT

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.

By: _____
(Signature)

Name: _____

Title: _____

FRANCHISEE:
_____

By: _____
(Signature)

Name: _____
Title: _____

INDIVIDUALS:

Signature: _____
Print Name: _____

Signature: _____
Print Name: _____

EXHIBIT C
TO THE FDD

SCHEDULE OF FRANCHISEES:
(as of December 31, 2018)

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	Phillip Knight	5835 Clark Road	Paradise, CA 95969	530-762-4920
5	California	Mighty Titus 411 Inc.	536 N. Market Street	Redding, CA 96003	530-243-3777
6	Idaho	Westside Pizza Star Inc.	11200 West Hercules Drive #100	Star, ID 83669	208-286-9030
7	Washington	Westside Pizza L&D LLC	323 Highschool Road NE. Suite #3	Bainbridge Island, WA 98810	206-780-0755
8	Washington	AP McCurdy Inc.	4260 Cordata Parkway, #107	Bellingham, WA 98226	360-756-5055
9	Washington	Kirsch West Inc.	1217 Sylvan Way	Bremerton, WA 98310	360-377-7770
10	Washington	Kyle Grote Inc.	135 S. Jefferson Street N	Buckley, WA 98321	360-829-0800
11	Washington	Dean-Will Enterprise Inc.	137 E. Woodin Ave.	Chelan, WA 98816	509-682-4321
12	Washington	Curtis Pedersen	204 N Park Street	Chewelah, WA 99109	509-935-7000
13	Washington	Best Pizza Colfax LLC	208 1/2 N Main	Colfax, WA 99111	509-397-0000
14	Washington	Curtis Pedersen	555 South Main	Colville, WA 99114	509-684-8254
15	Washington	DG Enterprises Inc.	301 S. Main Street	Ellensburg, WA 98926	509-925-3900
16	Washington	McCurdy Inc.	102 W Main Street	Everson, WA 98247	360-922-7395
17	Washington	Curtis Pedersen	575 Meyers St.	Kettle Falls, WA 99141	509-738-6262
18	Washington	PBL Development LLC	25960 Ohio Ave NE, Suite #102	Kingston, WA 98346	360-297-6800
19	Washington	McCurdy Inc.	107 3rd Street	Lynden, WA 98264	360-354-1555
20	Washington	Deano's Enterprises Inc.	113 S. Main Street	Montesano, WA 98563	360-249-4700

	STATE	FRANCHISEE	ADDRESS	CITY, STATE, ZIP	PHONE
21	Washington	Westside Pizza Newport LLC	325 S. Washington Avenue	Newport, WA 99156	509-447-2200
22	Washington	Cash Flow Investments Inc.	612 South Lincoln Street	Port Angeles, WA 98362	360-457-9900
23	Washington	Viking Pizza LLC	19168 Jensen Way NE	Poulsbo, WA 98370	360-697-3400
24	Washington	Kendall Enterprises Inc.	704 F Street SW	Quincy, WA 98848	509-787-8777
25	Washington	Cash Flow Investments Inc.	540 West Washington Street	Sequim, WA 98382	360-683-3100
26	Washington	Deathby Inc.	421 S. 1st St.	Shelton, WA 98584	360-426-7000

COMPANY & AFFILIATE-OWNED UNITS

	STATE	ADDRESS	CITY, STATE, ZIP	PHONE
1	Idaho	8489 W. Overland RD	Boise ID 83709	208-322-1000
2	Washington	140 South 72nd Avenue, Ste #130	Yakima, WA 98908	509-225-9820

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

TERMINATED FRANCHISEES:

	STATE	FRANCHISEE	ADDRESS	CITY, STATE, ZIP	PHONE
	Washington	Kirsch West Inc.	1700 SE Mile Hill Drive	Port Orchard, WA 98366	360-876 9296

SIGNED BUT NOT OPENED

	STATE	FRANCHISEE	CITY, STATE
	Utah[1]	Clarke Restaurants Unlimited, LLC	Ogden, Utah

[1] This franchise unit is part of a multi-unit area development agreement in Utah

* 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
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
Brian McCurdy	107 3rd Street, Lynden, WA 98264	(360) 303-1947	brianmccurdy@westsidepizza.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, 20th Floor
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, 20th Floor
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

Minnesota Department of Commerce
Securities – Franchise Registration
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

NYS Department of Law
Investor Protection Bureau
28 Liberty St. 21st Floor
New York, NY 10005
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 REGULATIONS
FOR THE STATE OF CALIFORNIA

1. The California Franchise Investment law requires that a copy of all proposed agreements relating to the sale of the franchise be delivered together with the disclosure document.

2. 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.

3. 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.)

4. 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.

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

6. The franchise agreement requires binding arbitration. The arbitration will occur in Salt Lake City, Utah or the city of our then-current headquarters with the costs being borne by you for travel to, and lodging in, Salt Lake City, Utah or the city of our then-current headquarters 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.

7. 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.

8. 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).

9. 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.

10. 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.

11. 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.

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

Item 6 under Late Fees is amended to include the following:

"The highest interest rate allowed in California is 10% annually."

Item 19 is amended to include the following:

"The earnings claims figures do not reflect the costs or 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 offering circular, may be one source of this information."

ADDENDUM TO THE FDD
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 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 collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

EXHIBIT F
TO THE FDD

CONDITIONAL ASSIGNMENT OF TELEPHONE AND DIRECTORY LISTINGS

WESTSIDE PIZZA®
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 listed below 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: _____	By: _____
Its: _____	Its: _____
Print Name: _____	Print Name: _____

EXHIBIT G
TO THE FDD

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EXHIBIT H
TO THE FDD

ADDENDUM TO FRANCHISEE'S LEASE

LEASE ADDENDUM AND
CONDITIONAL ASSIGNMENT OF LEASE

This LEASE ADDENDUM AND CONDITIONAL ASSIGNMENT OF LEASE ("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. 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.

LESSOR agrees that the below person is authorized to act on behalf of LESSOR and all notices and other communications from Franchisor shall be deemed received when sent to:

Authorized Contact Name: _____
Address: _____
Email: _____

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.

LESSOR agrees to provide Franchisor with all information relating to amounts owing, settlement agreements, and all matters related to the Lease Agreement within five (5) days of written request from Franchisor.

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. LESSOR covenants that so long as Franchisor has not entered into possession of the leased premises, Franchisor will not be liable for rent or any other obligation under the Lease Agreement, but that LESSOR will look to LESSEE for all obligations under the Lease Agreement.

IN WITNESS WHEREOF, LESSOR and LESSEE have each executed this Lease Addendum and Conditional Assignment of Lease this _____ day of _____, 20___.

LESSOR:	LESSEE:
_____	_____
_____	_____
By:_____	By:_____
Its:_____	Its:_____

Notary for Lessor:

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: _____

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

AREA DEVELOPMENT AGREEMENT

WESTSIDE PIZZA INTERNATIONAL INC.
AREA DEVELOPMENT AGREEMENT

THIS AREA DEVELOPMENT AGREEMENT ("Agreement") is made and entered into effective _____ 20___ by and between **WESTSIDE PIZZA INTERNATIONAL INC.**, a Washington corporation ("We," "Us," or "Franchisor"), and _____ **LLC/INC.**, a _____ limited liability company/corporation ("You," "Your," or "Area Developer"):

RECITALS:

WHEREAS, We have developed a system for the operation of a pizzeria business known as Westside Pizza®, offering to the public pizza, pastas, salads, and other related products and services. The system Includes, specific Marks, interior layout, design and décor, color schemes, standards, Manuals, recipes, menus, processes, services, know-how, operating procedures and marketing concepts, specifications for and the use of certain equipment, the sale of products, food and supply items, and the use of proprietary and Confidential Information and other Intellectual Property ("System" or "Westside Pizza System"); and

WHEREAS, recognizing the value of the System and the benefits which may be obtained by use of the System, You desire to acquire the right to develop and operate multiple Westside Pizza® Franchise Units in the Territory described below and pursuant to the terms and conditions of this Agreement;

WHEREAS, You understand and acknowledge the importance of Our high standards of quality and the necessity of operating Your Franchise Units in strict conformity with Our quality control standards and specifications;

WHEREAS, You declare You have had a copy of the Westside Pizza® Franchise Disclosure Document for at least 14 calendar days or 10 business days, whichever is applicable in your state prior to signing this Agreement or making any payment to Us; and

WHEREAS, You declare that You have fully investigated and have familiarized Yourself with the essential aspects and purposes of the System and have been advised by counsel chosen by You of the terms and conditions of this Agreement and understand that Your consistent and uniform presentation of the System for each Franchise Unit is essential.

NOW THEREFORE, in consideration of the mutual and reciprocal covenants, promises, recitals, terms and conditions herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each party, the parties hereby agree as follows:

Article 1 - Definitions

1.1 Unless otherwise clearly required by the context, when used in this Agreement the following terms will have the following described meanings:

"Franchise," "Franchise Business," "Franchise Unit," or "Unit." A business which has signed a Franchise Agreement to operate a Westside Pizza® restaurant in the Territory.

"Franchise Agreement" Our agreement which licenses the right to use Our System and Intellectual Property for the operation of a Westside Pizza® Franchise Unit at a single designated location.

"Including" or "Includes" throughout this Agreement will mean, "including but not limited to," "including, without limitation," and similar all-inclusive and non-exhaustive meanings.

"Intellectual Property" means all parts of the System particular to Us and collectively Includes all Marks, trade dress, names, copyrights, systems, patents, patent applications, trade secrets, software, recipes, formulations, operations, Manuals and other proprietary information.

"Marks" Refers to any and all of Our trademarks, service marks, trade names, logos, slogans, trade dress, color schemes, designs, equipment designs and related commercial symbols whether or not registered by Us and all goodwill related thereto associated with the products or any other business, products and services of the Franchisor or its affiliates.

"Manuals" Refers to one or more operational or policies and procedures manuals, technical bulletins or other written materials and may be modified by Us periodically.

"Owners" Refers to You and each of the owners of any entity, partners, members, managers, officers, directors or shareholders.

"Termination" Includes expiration, non-renewal, repurchase of Your rights, transfer, or any other means by which this Agreement is no longer in effect or wherein You are no longer an area developer of the Westside Pizza® System.

"Territory" The geographical area set forth in Exhibit "A" attached hereto and by reference made a part hereof.

Article 2 - Territory Rights

2.1 Rights. Subject to the terms and conditions of this Agreement and the continuing faithful performance by You of Your obligations hereunder, during the term of this Agreement, You have the right and obligation to develop and operate Westside Pizza® Franchise Businesses in the Territory in accordance with the Development Schedule set forth on Exhibit "B" ("Development Schedule") attached hereto and by reference made a part hereof, utilizing the System and the Intellectual Property in the Territory upon execution of a separate Franchise Agreement for each Franchise Unit You develop. You will identify a location for each Franchise Unit and, after the location is approved by Us, the location will be set forth in the Franchise Agreement for that Franchise Unit.

2.1.1 The multi-unit Territory for this Agreement is non-exclusive. While We will not establish or sell traditional franchises within the Territory while this Agreement is in effect; as more fully discussed below, We may establish or sell traditional and non-traditional franchises within the multi-unit Territory while this Agreement is in effect without payment of compensation to You.

2.2 Character of Rights. The rights and privileges granted to You under this Agreement are personal in nature. The rights set forth herein are territorial only and do not grant or imply any license for You to use the Marks or System in any manner. This Agreement will not create or grant rights or obligations outside the Territory.

2.3 Franchisor's Reservation of Rights. Nothing contained herein will prevent Us from granting the right to franchise, own or operate Westside Pizza® Franchise Businesses or selling franchises outside of Your Territory. Furthermore, We expressly reserve the right to sell market and distribute the Westside Pizza® products in the Territory and elsewhere without compensation to You using other marketing strategies and distribution channels Including, catalog sales, direct sales, sales to and through the Internet, retail units and wholesale outlets, and to sell non-traditional Franchises at Our discretion both within and without Your Territory such as convention centers, sporting arenas, airports, or other similar locations. Any Franchises We sell will not be counted toward Your development obligations set forth in the Development Schedule. We also reserve the right to use other and different proprietary marks in connection with the sale of franchises, products or services similar to, the same as, or dissimilar from those which You will use in Your Franchise Businesses at any location, including in the Territory, without compensation to You. Neither We nor other Area Developers are restricted from advertising their Westside Pizza® Franchise Business in Your Territory.

2.4 System Modifications. We may, at any time, in Our reasonable discretion modify the System. In such event, We will notify You of any such changes, modifications, additions or deletions, and You will accept, be bound by, use and immediately take steps to implement any such modifications in the Territory. We have complete ownership and control of any changes, modifications, enhancements or suggestions whether made or implemented by Us or You.

Article 3 - Development & Term

3.1 Minimum Development Schedule. You agree to use Your best efforts to develop and continuously operate Your Franchise Units in the Territory in strict compliance with the System and Manuals during the term hereof. Without limiting the foregoing obligation, in

3.1.1 In order to retain the rights granted hereunder, You agree to open, as Your minimum development obligation hereunder, the number of Franchise Units and on the timeline as set forth in the Development Schedule. A Franchise Unit will be counted for the purposes of meeting Your development obligation only if it is an open and functioning Franchise Business located within the Territory.

3.2 Franchise Locations. The location of each Franchise Unit will be selected by You, but must be approved in writing by Us, as further set forth in Your Franchise Agreements. A separate Franchise Agreement in the form of Our then-current Franchise Agreement, must be executed for each Franchise Unit in Your Territory as developed as further provided in Article 5 hereof. Unless You and We have agreed to the territories for development of each Unit under the Development Agreement, You will be granted a right of first refusal in the territory set forth on Exhibit "A-2" to this Agreement.

3.3 Failure to Meet the Development Schedule. In Our discretion, You may be granted a one-time extension to meet the terms of Your Development Schedule. Such discretionary extension will not extend longer than 9 months past the development date. In the event You fail to meet the Development Schedule or any of Your other development obligations, Including any discretionary extension, We have the right to exercise, in addition to the remedies and cure periods set forth in Articles 9 and 10 below, in Our sole discretion, any or all of the following:

1. Terminate this Agreement upon written notice to You as provided in Article 9 hereof;

2. Terminate the territorial exclusivity granted to You;

3. Terminate the territorial exclusivity granted to You, but grant a license line to allow the possibility of future development; and/or

4. Reduce the size of the Territory.

3.3.1 Time is of the essence with respect to compliance with the Development Schedule and any and all other obligations of Yours under this Agreement.

3.4 Term. The term of this Agreement is the Development Period set forth on the Development Schedule.

Article 4 - Fees

4.1 Area Development Fee. You must pay in full upon execution of this Agreement, a one-time, non-refundable Area Development fee ("Development Fee") equal to the full initial franchise fee for each unit to be developed. For a 3-pack purchase, the Development Fee will be $50,000. For all other multi-unit purchases, the total Development Fee will be $25,000 plus $12,500 multiplied by the minimum number of Franchise Units to be developed after the first Franchise Unit as more fully set forth in the Development Schedule. Upon payment of the Development Fee, there is no additional initial franchise fee to be paid under the Development Schedule.

4.2 Additional Units. If, during the term of this Agreement, You wish to purchase more Franchise Units than the number of Units listed in the Development Schedule, You must pay the initial franchise fee equal to 50% of Our then-current initial franchise fee for each additional Franchise Unit to be developed. These fees must be paid in one lump sum and You agree to sign Our then-current Franchise Agreement for each additional unit. These additional unit fees are non-refundable.

4.4 Non-Refundable. The Area Development Fee is not refundable, regardless of whether You meet Your Development Schedule.

Article 5 - Franchise Agreement(s)

5.1 Franchise Agreement. Each Franchise Unit as opened by You in the Territory pursuant to this Agreement, will be governed by Our then-current Franchise Agreement executed by You and Us. A Franchise Agreement for each Franchise Unit must be executed and delivered to Us and the balance of the Franchise Fee (if any) paid at the beginning of the development and prior to commencing construction or improvements, acquisition or lease of any related real property, or any other development activity, or operations for each Franchise Unit.

5.2 Modification of the Franchise Agreement. We reserve the right, from time-to-time, to amend, change or modify Our Franchise Agreement prior to the time it is signed by You.

5.3 Guaranty. You agree that if You are an entity, all of the Owners owning 5% or greater interest in Your entity, along with their spouse or legal domestic partner, must personally guarantee the performance under this Agreement.

5.4 First Franchise Unit. You acknowledge that the Franchise Agreement governing Your first Franchise Unit to be opened under the Development Schedule is being executed concurrently with this Agreement.

Article 6 - Operating Standards and Covenants

You agree that:

6.1 Knowledge. You will acquire and maintain sufficient knowledge and experience involving the System so as to be able, in good faith, to develop the Franchise Units in a timely, efficient and professional manner.

6.2 Compliance. You will, at Your expense, comply with all applicable laws, ordinances, rules and regulations pertaining to the development and operation of Your Franchise Businesses as contemplated herein, Including, licenses and/or permit for the operation of Your Franchise Unit(s)..

6.3 Cost of Doing Business. You will be responsible for all Your costs of doing business and other costs and expenses in connection with Your obligations herein.

6.4 Franchise Obligations. You agree to promptly pay all of Your obligations and liabilities to Us and Your suppliers, vendors, lessor, trade accounts and government agencies. We have no liability for Your obligations, and You will indemnify and hold Us harmless from any such obligations..

6.5 Periodic Reports. You agree to provide to Us, no later than the 5th day of each month, a written monthly progress report of Your preceding month's activities and progress in developing and establishing Franchise Units in Your Territory.

6.6 Your Performance. You must comply with all other duties, obligations and requirements set forth in this Agreement, Your Franchise Agreement(s) and Our Manuals.

6.7 Indemnification. You agree to protect, indemnify and hold Us harmless from and against any and all claims, proceedings, expenses, costs, damages and liabilities, including, but not limited to, legal fees incurred by Us or Our officers, directors, members, managers and agents because of any act, neglect or omission of Yours or Your employees, customers, agents or guests, Including, malfeasance, misstatements, nonfeasance, failure to perform, and breach of Your duties and obligations under this Agreement..

Article 7 - Confidential Information

7.1 Confidential Information. Nothing in this Agreement will be construed to require Us to divulge to You any confidential information. Except for knowledge already in Your possession not disclosed to You by Us or currently in the public domain, You acknowledge that Your entire knowledge of the operation of the System and the contemplated Franchise Business, Including, the contents of the Manuals including recipes, and recipe books and the specifications, standards and operating procedures for the operation of Franchise Units, development schedules and marketing plans are derived from information disclosed to You by Us and that such Manuals and such other confidential information is confidential or a trade secret of Ours. You agree that You will maintain the absolute confidentiality of the Manuals and all such other confidential information during and after the term

hereof, disclosing the same to employees of Your Franchise Businesses only to the extent necessary for the operation of the Franchise Businesses in accordance with this Agreement, and that You will not use the System, Manuals and such other confidential or trade secret information in any other business or in any manner not specifically authorized or approved in writing by Us.

7.2 Confidentiality of this Agreement. You agree that all terms of this Agreement will remain confidential, and You will not make any public announcement, issue any press release or publicity, make any confirmation of statements made by third parties concerning the terms of this Agreement, or make any other disclosures without Our prior written consent. It is agreed and understood that You may disclose the terms of this Agreement only to Your professional lenders and advisors.

Article 8 - Marks

8.1 Ownership of Marks. You acknowledge that You have no proprietary interest whatsoever in Marks or derivatives thereof and that Your right to use the Marks is derived solely from Your Franchise Agreement(s) and is limited to the conduct of Your Franchise Businesses pursuant to and in compliance with this Agreement and Your Franchise Agreement(s) and all applicable specifications, standards and operating procedures prescribed by Us.

8.2 Use of Marks. You cannot use any of the Marks as part of any corporate or trade name or with any prefix, suffix, or other modifying words, terms, designs or symbols, or in any modified form without Our consent. You agree to obtain such fictitious or assumed name registrations as may be required by Us or applicable law.

Article 9 - Our Right of Termination

9.1 Termination. In addition to the other rights of Termination, We may have at law or equity or as contained in this Agreement, We will have the following rights of Termination:

9.1.1 45 – Day Cure Period. If You fail to meet Your development obligations, at any time, as set forth in Article 3 hereof above, Your rights hereunder will automatically terminate effective 45 days after delivery of notice of default, if not otherwise cured within the 45-day notice period.

9.1.2 No Cure Period. You agree that upon a violation or default under paragraphs (1) through (7) below, this Agreement will automatically terminate without written notice to You.

1) You or any of Your Owners makes an unauthorized assignment of this Agreement or any ownership change without Our consent, which consent will not be unreasonably withheld or delayed;

2) You or any of Your Owners take action, commit, are convicted of, plead guilty to, or plead no contest to a charge of violating any felony law or other crime, action or offense that We believe is reasonably likely to have an adverse effect on Your Franchise Units or the System;

3) You consistently, 3 or more times, fail to timely pay any of Your payment obligations or liabilities owing to Us under this Agreement or any related Franchise Unit developed as part of this Agreement;

4) You are insolvent or a party to any bankruptcy, receivership or similar proceeding, other than as a creditor, file for bankruptcy or receivership or similar protection or You are adjudicated bankrupt;

5) You make an assignment for the benefit of creditors or enter into any similar arrangement for the disposition of Your assets for the benefit of creditors;

6) You voluntarily or otherwise abandon the development of Franchise Units in the Territory hereunder;

7) You repeatedly fail to materially comply with this Agreement, whether or not such failures to comply are corrected after notice thereof.

9.1.3 30 – Day Cure Period. For all other defaults Including Your failure to cure any default under any Franchise Agreement owned by You or Your officers, directors, members, managers, owners or an affiliated entity, We will have the right to terminate this Agreement effective upon 30 days after delivery of notice of Termination to You if such default is not cured within the 30-day cure period.

Article 10 - Obligations Upon Termination or Expiration

10.1 Our Rights Upon Termination. Upon Termination of this Agreement, for any reason, Your rights under this Agreement are terminated. We will be free to own or operate Westside Pizza® restaurants and to sell Franchises anywhere in the Territory other than as prohibited by any existing signed and fully compliant Franchise Agreements. The foregoing is in addition to any other right or remedy We may have at law or in equity.

10.2 Operating Units. After Termination of this Agreement, so long as You are not in default under the terms and conditions of Your respective Franchise Agreement(s), You may still continue to own and operate Your individual Franchise Units in the Territory that are owned and operated by You prior to Termination, so long as You are not in default and continue to faithfully perform the terms and conditions of such Franchise Agreement(s). However, You will cease to have any rights with regard to the ongoing development of Franchises in the Territory, and You will forfeit any contractual right You may have to purchase additional Franchise Units within the Territory.

10.3 Cross Default. If any Franchise Agreement for one of Your Franchise Businesses is terminated for any reason, We will have the right to terminate this Agreement upon written notice to You.

Article 11 - Unfair Competition and Non-Competition Covenant

11.1 In-Term Covenants. You and We share in a common interest in avoiding situations where persons or companies who are or have been franchisees operate or otherwise become involved with a similar or competing business during the term of this Agreement. During the term of this Agreement and any extensions hereof, You agree that neither You nor Your family, nor any shareholders, owners, partners, directors, members, managers, officers, agents, affiliates, principal employees, nor any partner in a partnership franchise, 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, contractor, 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 Your Franchise Businesses or the System in any capacity or location, except with Our prior written consent. You understand and acknowledge that to violate this Section will create irreparable harm.

11.2 Post-Term Covenant. Upon Termination for any reason of this Agreement, and for a continuous, uninterrupted period of 2 years thereafter, neither You nor Your family will, directly or indirectly, participate as an owner, operator, shareholder, director, partner, member, manager, consultant, agent, employee, contractor, advisor, officer, lessor, lessee, franchisor, Area Developer 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 a competing business or a business using a business format which is the same as or similar to Your Franchise Business or the System at the time of Termination in any capacity or location within Your Territory or within 50 miles of Your Territory or within 50 miles of the territory of any Westside Pizza® business operation at the time of Termination of this Agreement. The ownership of not more than 2% of the voting stock of a publicly held corporation will not be considered a violation of the foregoing provision. You will not divert or attempt to divert any business of or any customers of any Westside Pizza® business operations to any other competitive establishment, by direct or indirect inducement or otherwise.

11.3 Tolling of Covenant. In the event You compete during the term of non-competition, this non-compete time period will be tolled and extended for the period of Your competition, plus an additional 6 months.

11.4 Enforceability. It is the desire and intent of the parties to this Agreement that the provisions of this Article 11 be enforced to the fullest extent permissible under the laws and public policy applied in each jurisdiction in which enforcement is sought. Accordingly, if any part of this Article is adjudicated to be invalid or unenforceable, then this Article will be deemed amended to delete that portion thus adjudicated to be invalid or unenforceable and such deletion to apply only with respect to the operation of that Section or Paragraph and the particular jurisdiction in which said adjudication is made. Further, to the extent any provision of this Agreement is deemed to be unenforceable by virtue of its scope, but may be made enforceable by limitation, the parties agree that the same will, nevertheless, be enforceable to the fullest extent permissible under the laws and public policies applied in such jurisdiction where enforcement is sought.

11.5 Claims Not a Defense. You expressly agree that the existence of any claims You may have against Us, whether or not arising from this Agreement, will not constitute a defense to Our ability to enforce the covenants of this Article 11. You agree to pay all costs and expenses, including, reasonable attorney's fees, incurred by Us in connection with the enforcement of this Article 11.

11.6 Irreparable Injury. You acknowledge that Your violation of the terms of this Article 11 would result in irreparable injury to Us for which no adequate remedy at law may be available. You accordingly agree that We will be entitled to temporary, preliminary, and/or permanent injunctive relief for any breach or threatened breach by any or all any of the terms of this Article 11 without proof of actual damages that have been or may be caused to Us by such breach.

11.7 Additional Covenants. At Our request, You must require and obtain execution of covenants similar to those set forth in this Article 11 from any or all of the following persons: (a) all owners, partners, directors and managers and the like of Your Franchise Businesses; (b) all officers,

directors, members, managers and holders of a beneficial interest of 5% or more of any corporation directly or indirectly controlling You if You are an entity; and (c) the general partners and any limited partners if You are a partnership. All covenants required herein must be in forms satisfactory to Us, Including, specific identification of Us as a third-party beneficiary of such covenants with the independent right to enforce them. Your failure to obtain execution of a covenant required herein will constitute a default of this Agreement.

Article 12 - Assignment

12.1 By Franchisor. This Agreement is fully assignable and transferrable by Us and will inure to the benefit of any assignee, transferee or other legal successor to Our interests and obligations herein.

12.2 By Area Developer or Your Owners. You understand and acknowledge that the rights and duties created by this Agreement are personal to You and that We have granted this Agreement in reliance upon Your agreement to comply with all the terms and conditions of this Agreement, and Your individual character, skill, aptitude, attitude, business ability and financial capacity. Therefore:

12.2.1 Neither this Agreement nor any interest therein may be voluntarily, involuntarily, directly or indirectly, assigned, sold or otherwise transferred by You or Your Owners, Including, by consolidation or merger, or by issuance of securities representing an ownership interest, without Our prior written approval, which approval will not be unreasonably withheld.

12.2.2 Any such assignment or transfer without such approval will constitute a breach hereof and will not convey any rights to or interests in this Agreement to such assignee.

12.2.3 Consent to an assignment otherwise permissible under this Article 12 may be refused by Us, unless, prior to the effective date of the assignment: (a) You have provided Us written notice of Your intent to Transfer; (b) all of Your obligations incurred in connection with this Agreement have been assumed by the assignee; (c) You have paid fees and other amounts owing Us; (d) the assignee or its owners meet Our criteria for new area developers and franchisees; (e) the assignee or its owners must have completed the training program required of new area developers and franchisees and are willing to execute and be bound by Our then-current area development agreement; (f) You or Your assignee have paid a transfer fee of $10,000 plus the transfer fees set forth in each Franchise Agreement transferred; (g) You or Your assignee have paid a training fee at Our then-current rate for training to cover training expenses; and (h) You and Your Owners, representatives and/or agents have signed a general release in Our favor.

12.2.4 You must remain liable for all direct and indirect obligations under this Agreement, Your Franchise Agreement(s) and Your Franchise Businesses prior to the effective date of the transfer and will continue to remain responsible for Your obligations of nondisclosure, noncompetition and indemnification as provided in this Agreement and the Franchise Agreements and must execute any and all instruments reasonably requested by Us to evidence such liability.

12.2.5 Any assignment, transfer or other disposition by You of a single-unit Franchise Business within the Territory will be governed by the Franchise Agreement to which such single-unit Franchise Business is bound.

12.3 Transfers to Competitors Prohibited. In order to maintain the confidentiality of the proprietary information of the Intellectual Property and System, neither You or any of Your owners, partners, members, managers, officers or directors, may sell, transfer, assign or pledge any part of this Agreement or any part of his or her ownership in Your entity, if applicable, to a competitor of Ours or an affiliate of a competitor of Ours without Our written permission. Any such sale, transfer, assignment or pledge without Our written approval will be considered void ab initio.

12.4 Right of First Refusal of the Franchisor. If You or Your Owners, at any time determine to sell, assign or transfer this Agreement, or an interest therein, or an ownership interest in Your entity of 40% or more, then You or Your Owners must obtain a bona fide, executed written offer from a responsible and fully disclosed purchaser and must submit an exact copy of such offer to Us. We will have the right, exercisable by written notice delivered to You or Your Owners within 60 days from the date of delivery of an exact copy of such offer to Us, to purchase this Agreement and the development rights thereunder, or such interest in this Agreement, or such ownership interest in You for the price and on the terms and conditions contained in such offer, provided that We may substitute cash for any form of payment proposed in such offer and We will have not less than sixty (60) days from the date We give notice to You of Our intent to purchase, to prepare for closing. If We do not exercise Our right of first refusal, You or Your Owners may complete the sale to such purchaser pursuant to and on the terms of such offer, provided that if the sale to such purchaser is not completed within 150 days after delivery of such offer to Us, or if there is a material change in the terms of the sale that are less beneficial to You, We will again have the right of first refusal upon the terms and conditions herein provided.

12.4.1 Each shareholder or member of Your entity, if You are a corporation or other business entity, must be a party to an agreement which will provide, inter alia, that upon any dissolution of the corporation or other business entity, or upon any death, incapacity or divorce decree among the parties who are also owners, that ownership of the ownership interest will be transferred to those remaining owners (for agreed upon consideration) who have primary responsibility for sales and marketing activities, typically the president or manager, following any such dissolution or decree. The form and content of such agreement must be approved by Us prior to execution.

Article 13 - Notices

13.1 Notices. All notices permitted or required under this Agreement must be in writing and 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, during normal business hours, Monday through Friday, holidays excepted, when confirmed by telecopier or facsimile transmission; (iv) through the email address below or other authorized email address when confirmed by receipt verifications, which confirmation cannot be withheld or otherwise denied; or (v) by certified or registered mail, return receipt requested, 3 days after deposit in the mail addressed as follows:

To Franchisor:	To Area Developer:
Westside Pizza International Inc. 8515 W. Overland Road Boise, Idaho 83709 Email: rodneynelson@westsidepizza.com	_____, LLC/Inc. _____ _____ Email: _____

Article 14 - Representations

14.1 Your Efforts. You understand that the success or failure of the development of Franchise Units in the Territory depends, in major part, upon Your efforts.

YOU REPRESENT, COVENANT, AND AGREE THAT WE HAVE MADE NO REPRESENTATIONS OR WARRANTIES CONCERNING INCOME GUARANTEES, PROJECTIONS, AND WE DISCLAIM ANY WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, AS TO THE POTENTIAL SUCCESS OF YOUR BUSINESS OPERATIONS UNDER THIS AGREEMENT. YOU ACKNOWLEDGE AND AGREE THAT AS OF THE DATE OF THIS AGREEMENT YOU HAVE HAD NO KNOWLEDGE OF ANY REPRESENTATION MADE BY US OR OUR REPRESENTATIVES OF ANY INFORMATION THAT IS CONTRARY TO THE TERMS CONTAINED HEREIN.

YOU FURTHER REPRESENT, COVENANT AND AGREE THAT YOU HAVE THE BUSINESS ACUMEN, CORPORATE AUTHORITY AND FINANCIAL WHEREWITHAL TO ENTER INTO THIS AGREEMENT AND TO PERFORM ALL OF YOUR OBLIGATIONS HEREUNDER AND FURTHERMORE THAT THE EXECUTION OF THIS AGREEMENT IS NOT IN CONTRAVENTION OF ANY OTHER WRITTEN OR ORAL OBLIGATION OF YOURS.

14.2 FDD Acknowledgement. You represent that You have had a copy of our franchise disclosure document ("FDD") for at least 14 calendar days or 10 business days, whichever is applicable in Your state, prior to signing this Agreement or making any payment to Us, and during which time You had the opportunity to submit the FDD for review by legal counsel.

Article 15 - Disputes & Arbitration

15.1 Quick Resolution. You and We 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.

15.2 Manner of Handling Disputes. You and We agree that except as otherwise expressly provided for herein, in the event any controversy, dispute or claim whatsoever ("Dispute") arises between Us or Our subsidiaries, parents and affiliates and each of Our respective shareholders, managers, officers, directors, members, agents, employees and attorneys (in their representative capacity), if applicable, and You or Your entity owners, guarantors and employees, officers, directors, members, managers, agents, and attorneys (in their representative capacity), if applicable, 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 You, such Dispute will be:

15.2.1 Face-to-Face Meeting. First discussed in a face-to-face meeting between You and Us at Our then-current headquarters and within 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.

15.2.2 Mediation. If, in the opinion of either You or Us, the face-to-face meeting requirement has not successfully resolved such matters and if desired by either You or Us, the matters

will be submitted to non-binding mediation before Franchise Arbitration and Mediation Services ("FAM") or as otherwise mutually agreed. The mediation will be conducted exclusively in Salt Lake City, Utah. On election by either party, arbitration as provided below may proceed forward at the same time as mediation. The mediator will be disqualified as a witness, consultant, expert or counsel for any party with respect to the Dispute and any related matters.

15.2.3 Arbitration. If in the opinion of either You or Us the mediation has not successfully resolved such matters, at the request of either You or Us, 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 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 Procedures. 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 25 (none of which may have subplots) of the following: interrogatories, demands to produce documents, and requests for admission. You and We 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 or by ruling of the arbitrator if petitioned by one 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 Disputes. Any Dispute and any arbitration, will be conducted and resolved on an individual basis only and not on a class-wide, multiple plaintiff or similar basis between You and Us and will not be consolidated with any other arbitration proceeding involving Us and any other person, except that with respect to a Dispute involving You and Your affiliate, You and Your affiliate may both be parties to the arbitration.

(iii) Agreed Limitations. Except for payments owed by one party to the other, any legal action or arbitration proceeding (Including the offer and sale of a franchise to You)

brought or instituted with respect to any Dispute hereunder must be brought or instituted within a period of 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 2 years after the first act or omission giving rise to an alleged claim.

(iv) No Special Damages. You and We 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 You and Us, each will be limited to the recovery of actual damages sustained. You agree that We will not be liable for any act or omission which is consistent with this Agreement or which is done in subjective good faith.

(v) Exceptions to Arbitration. You and We agree that nothing in this Agreement obligates Us to arbitrate or mediate Disputes or issues relating to: (a) the validity of Our 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 not in connection with other Disputes.

(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 30 days of such final award, to a 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 any arbitration, Including on appeal or other action will be awarded costs and attorney's fees as set forth in Section 16.6 below.

(viii) Federal Arbitration Act. You and We 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 You and We will rely on federal preemption under the Federal Arbitration Act.

Article 16 – General Provisions

16.1 Severability. Except as expressly provided to the contrary herein, each section, paragraph, term and provision of this Agreement, and any portion thereof, will be considered severable.

16.2 Governing Law and Jurisdiction. This Agreement will be governed, construed and interpreted in accordance with the laws of the State of Idaho without giving effect to its conflicts of law provisions. You and We agree that the provisions of this Agreement will control the state or

provincial laws by which this Agreement will be governed and any provisions of state or provincial law to the contrary or any statements in Our franchise disclosure document or otherwise required as a condition of registration or otherwise. If the governing law requires terms other than or in addition to those in this Agreement, then such terms will be deemed incorporated herein, but only to the extent necessary to prevent the invalidity of this Agreement or any of the provisions hereof or the imposition of civil or criminal penalties or liability. To the extent permitted by the laws of the state whose laws govern this Agreement, You hereby waive any provisions of law or regulations which render any portion of this Agreement invalid or unenforceable in any respect. In order to facilitate our joint interests in having franchise issues determined in a consistent manner for application throughout the System, without in any way limiting or otherwise affecting Your and Our obligations regarding mediation and arbitration in accordance with the provisions of Article 15, if there is any litigation between us, You and We hereby irrevocably consent to, and waive any objection to, the exercise of general personal jurisdiction and venue in the courts of record of the City of Salt Lake City, County of Salt Lake, 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, State of 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, State of Utah.

16.3 Waiver of Obligations. You and We will not be deemed to have waived or impaired any right, power or option reserved by this Agreement (Including, the right to demand exact compliance with every term, condition and covenant herein, or to declare any breach thereof to be a default and to terminate this Agreement prior to the expiration of its term), by virtue of any custom or practice of the parties at variance with the terms hereof or any failure, refusal or neglect of Us or You to exercise any right under this Agreement or to insist upon exact compliance by the other with its obligations hereunder.

16.4 No Off-Sets or Withholdings. You covenant and agree that You will not offset or withhold the payment of any fees or other amounts due to Us or Our affiliates or suppliers on grounds of the alleged non-performance by Us of any of Our covenants or obligations hereunder, any dispute of any nature or otherwise.

16.5 Cumulative Remedies. Rights hereunder are cumulative and no exercise or enforcement of any right or remedy hereunder will preclude the exercise or enforcement of any other right or remedy hereunder which You or We are entitled by law or equity to enforce. Nothing herein contained will be interpreted as to bar or waive Our right to obtain any remedy available at law or in equity including injunctive relief.

16.6 Costs and Attorney's Fees. The prevailing party in any legal proceeding will be entitled to reimbursement of its costs and expenses, Including reasonable accounting and legal fees. For purposes of this Agreement, "prevailing party" Includes, the party which obtains a judgment in their favor, or agrees to dismiss an action or proceeding upon the other's payment of sums allegedly due or performance of the covenants allegedly breached, or which obtains substantially the relief sought.

16.7 Binding Effect. This Agreement will be binding upon the parties hereto and their respective assigns and successors in interest.

16.8 Entire Agreement. This Agreement, Including preambles and exhibit(s) to this Agreement, if any, are a part of this Agreement, which constitutes the entire agreement of the parties relating to the subject matter herein, and there are no other oral or written understandings or agreements

between You and Us relating to the subject matter of this Agreement. No modifications of the terms of this Agreement will be valid unless made in writing and executed by both Us and You. Except as otherwise expressly provided herein, nothing in this Agreement is intended, or will be deemed, to confer any rights or remedies upon any person or legal entity not a party hereto. Nothing in this Agreement or in any related agreement is intended to disclaim the representations We made in Our franchise disclosure document.

16.9 No Representations. You understand that the success or failure of this Agreement, and each of Your Franchise Businesses depends, in major part, upon Your efforts. You agree that We have not made nor have You received any promise, representation or warranty that: 1) any payments by You are refundable at Your option; 2) We will repurchase any rights granted hereunder; 3) You will achieve any particular sales, income or other levels of performance or that You will be successful in Your Franchise Business licensed by this Agreement; 4) You will have any exclusive rights of any type other than as expressly set forth herein; 5) You will receive any level of marketing assistance, site location, development or other services, operational assistance or otherwise other than as expressly set forth in this Agreement; 6) You will not be required to obtain any licenses in order to operate Your Franchise Business; 7) any location will be successful; or 8) that You will be awarded additional or further franchises or other rights, except as expressly set forth in a written document signed by Us.

16.10 No Misrepresentations. You further represent to Us, as an inducement to Our entry into this Agreement, that You have made no misrepresentations in obtaining the award of this franchise.

16.11 Representations of Non-Violation. You represent and warrant that You can enter into this Agreement and that the execution and performance of this Agreement will not be in violation or breach, or cause the violation or breach, of any agreement or covenant between them or any of them and any third-party or the violation or breach of any order, decree or judgment of any court or administrative agency.

16.12 Interpretation of Agreement. Words in the masculine gender include the feminine and neuter. Use of the singular will include the appropriate plural numbers. The headings and title of this Agreement are not part of this Agreement, having been inserted for convenience of reference only, and will have no effect upon the construction or interpretation of this Agreement.

16.13 Relationship of the Parties. In all matters, You are an independent contractor. Nothing in this Agreement constitutes You as Our partner, agent, or joint venture with Us and this Agreement does not create a fiduciary relationship between You and Us. Neither party may act or have the authority to act as agent for the other, and neither party is liable for the debts, liabilities, taxes, duties, obligations, defaults, compliance, intentional acts, wages, negligence, errors or omissions of the other. You acknowledge that You do not have authority to incur any obligations, responsibilities or liabilities on behalf of Us, or to bind Us by any representations or warranties, and You agree not to hold Yourself out as having such authority.

16.14 Counterparts. This Agreement, and those contemplated herein, may be executed in counterparts, including by means of pdf, electronic, telefaxed or scanned and emailed signature page or similar electronic means, each of which will be deemed an original, but all of which together will constitute one and the same document.

16.15 Effective Date. This Agreement will become effective only when executed and accepted by Us at Our headquarters.

IN WITNESS WHEREOF, We and You have respectively signed and sealed this Agreement as of the day and year first above written.

FRANCHISOR:	AREA DEVELOPER:
WESTSIDE PIZZA INTERNATIONAL INC.	_____
By: _____ (Signature)	By: _____ (Signature)
Name: _____	Name: _____
Title: _____	Title: _____

EXHIBIT "A"
TO THE AREA DEVELOPMENT AGREEMENT

TERRITORY

The Territory will consist of the following area: _____

_____

_____.

Our approval of the Territory or a location is not a guarantee or a warranty of the potential success of the Territory or any location.

_____
Area Developer Initial and Date

_____
Franchisor Initial and Date

EXHIBIT "A-1"

MAP OF AREA DEVELOPMENT TERRITORY

_____

Area Developer Initial and Date

_____

Franchisor Initial and Date

EXHIBIT "A-2"

RIGHT OF FIRST REFUSAL TERRITORY

_____

Area Developer Initial and Date

_____

Franchisor Initial and Date

EXHIBIT "B"
TO THE MULTI UNIT DEVELOPMENT AGREEMENT

FRANCHISE UNIT
DEVELOPMENT SCHEDULE

Development Period & Term	**Balance of Initial Franchise Fee Owing Per Unit**	**Minimum Number of Franchise Units to be Opened**	**Cumulative Total of Franchise Units In Territory Open and Operating at End of Each Period**
The first 12 months after entering this Agreement	$0	___ Units	___ Units
18 months following opening of first location or 30 months from signing this Agreement, whichever comes first	$0	___ Units	___ Units
18 months following opening of second location or 48 months from signing this Agreement, whichever comes first	$0	___ Units	___ Units
TOTAL:	$0	___ Units	__ Franchise Units to be open and in operation in the Territory at the end of the Term

_____
Area Developer Initial and Date

_____
Franchisor Initial and Date

EXHIBIT "C"
TO THE MULTI UNIT DEVELOPMENT AGREEMENT

GUARANTY AND ASSUMPTION OF OBLIGATIONS

This GUARANTY AND ASSUMPTION OF OBLIGATIONS ("Guaranty") is entered into and made effective as of the ___ day of _____, 20____ by and between **Westside Pizza International Inc.**, a Washington corporation, ("We," "Us" or "Our") and the undersigned Guarantor(s) ("Guarantor(s)") owners of _____, LLC/INC. (the "Business Entity") and their spouses.

1. Scope of Guaranty. In consideration of and as an inducement to Our signing and delivering the Area Development Agreement dated _____ (the "Development Agreement"), each Guarantor(s) signing this Guaranty personally and unconditionally: (a) guarantee to Us and Our successors and assigns that the Business Entity will punctually pay and perform each and every undertaking, agreement, and covenant set forth in the Development Agreement; and (b) agree to be personally bound by, and personally liable for the breach of, any provision in the Development Agreement, Including confidentiality and the non-competition provisions.

2. Waivers. Each Guarantor(s) waive: (a) acceptance and notice of acceptance by Us of Guarantor(s) obligations under this Guaranty; (b) notice of demand for payment of any indebtedness or nonperformance of any obligations guaranteed by Guarantor(s); (c) protest and notice of default to any party with respect to the indebtedness or nonperformance of any obligations guaranteed by Guarantor(s); (d) any right Guarantor(s) may have to require that an action be brought against the Business Entity or any other person as a condition of Guarantor(s) liability; (e) all rights to payments and claims for reimbursement or subrogation which Guarantor(s) may have against the Business Entity arising as a result of Guarantor(s)' execution of and performance under this Guaranty; and (f) all other notices and legal or equitable defenses to which Guarantor(s) may be entitled in Guarantor(s)' capacity as guarantors.

3. **Consents and Agreements**. Each Guarantor consents and agrees that: (a) Guarantor(s)' direct and immediate liability under this Guaranty are joint and several; (b) Guarantor(s) must render any payment or performance required under the Development Agreement upon demand if the Business Entity fails or refuses punctually to do so; (c) Guarantor(s)' liability will not be contingent or conditioned upon Our pursuit of any remedies against the Business Entity or any other person; (d) Guarantor(s)' liability will not be diminished, relieved or otherwise affected by any extension of time, credit or other indulgence which We may from time to time grant to Business Entity or to any other person, including, without limitation, the acceptance of any partial payment or performance of the compromise or release of any claims (including the release of other guarantors) and no such indulgence will in any way modify or amend this Guaranty; and (e) this Guaranty will continue and is irrevocable during the term of the Development Agreement and, if required by the Development Agreement, after its termination or expiration.

4. **Enforcement Costs**. If We must enforce this Guaranty in any judicial or arbitration proceeding or any appeals, Guarantor(s) must reimburse Us for Our enforcement costs. Enforcement costs include reasonable fees from accountants, attorneys, attorney's assistants, arbitrators, and expert witness fees, costs of investigation and proof of facts, court costs, arbitration filing fees, other litigation expenses and travel and living expenses, whether incurred before, in preparation for, or in contemplation of the filing of any written demand, claim, action, hearing or proceeding to enforce this

Guaranty.

5. Disputes. Guarantor(s) and its spouse acknowledge and represent that Guarantor(s) and its spouse have had an opportunity to review the Development Agreement and agree that the provisions related to disputes and arbitration of the Development Agreement have been reviewed by Guarantor(s) and its spouse and by reference are incorporated herein and will govern this Guaranty and any disputes between Guarantor(s) and/or its spouse and Us. Each Guarantor(s) and its spouse irrevocably submits to the exclusive jurisdiction and venue of said listed courts. Nevertheless, Guarantor(s) agree that We may also enforce this Guaranty and awards in the courts of the state or states in which a Guarantor(s) or a spouse is domiciled.

6. Spouse's Signature. By signing below, the undersigned spouse acknowledges and consents to Guarantor(s) execution and performance under this Guaranty and the undersigned spouse also consents to his or her personal and marital assets securing the Business Entity's performance under the Development Agreement and Guarantor(s)' performance under this Guaranty.

7. Counterparts. This Guaranty may be signed in counterparts including by 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.

IN WITNESS WHEREOF, the Guarantor(s) and its spouse have respectively signed and sealed this Guaranty effective as of the day and year first written above.

Guarantor(s)'s Signature	**Spouse's Signature**
By: _____	By: _____
(Signature)	(Signature)
_____	_____
(Print Name)	(Print Name)
By: _____	By: _____
(Signature)	(Signature)
_____	_____
(Print Name)	(Print Name)

EXHIBIT J
TO THE FDD

ACKNOWLEDGMENT OF RECEIPT OF COMPLETED AGREEMENTS

ACKNOWLEDGMENT OF RECEIPT
OF COMPLETED WESTSIDE PIZZA® AGREEMENTS

The undersigned, personally and as an officer of or manager in the proposed franchisee, if applicable, does hereby acknowledge receipt of the Westside Pizza® FDD which includes without limitation the following documents and agreements:

Exhibit A	Franchise Agreement and its Exhibits A-1 through A-11
	Addendum Only for Franchisees Who Obtain SBA Financing
Exhibit B	Financial Statements
Exhibit E	State Specific Addenda
Exhibit F	Conditional Assignment of Telephone and Directory Listings
Exhibit H	Addendum to Franchisee's Lease
Exhibit J	Acknowledgment of Receipt of Completed Agreements
	Receipt of Disclosure Document

All blanks must be completely filled in, dated, and signed, 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 acknowledge, understand and agree that all information and materials given to me will be used only in conjunction with my consideration of the franchise and may be considered as confidential information. All such information and materials shall not be disseminated or provided to any person or party other than to my professional legal and/or financial 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 K
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. The issuance date of this disclosure document is March 20, 2019, or the effective date in your state, whichever is later.

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." 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.

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:

Name	Address	Phone Number
Rodney Nelson	8515 W. Overland Road, Boise, ID 83709	(360) 536-1339
Aaron Olson	8515 W. Overland Road, Boise, ID 83709	(360) 536-1339
Marcus Salim	8515 W. Overland Road, Boise, ID 83709	(800) 789-4142

I received a disclosure document dated Issuance date: March 20, 2019 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 franchise@westsidepizza.com.

RECEIPT

(Franchisor'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. The issuance date of this disclosure document is March 20, 2019, or the effective date in your state, whichever is later.

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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 franchise@westsidepizza.com.