FRANCHISE DISCLOSURE DOCUMENT

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The Round Table Franchise Corporation
A Delaware corporation
9720 Wilshire Boulevard Suite 500
Beverly Hills, California, 90212 (310) 319-1850
Info@fatbrands.com
www.roundtablepizza.com

The Round Table Franchise Corporation offers franchises for the operation of retail Restaurants selling pizza and related food items and beverages under the proprietary marks we designate (the “Proprietary Marks”), including our current primary marks ROUND TABLE and ROUND TABLE PIZZA (each, a “Restaurant”).

We offer franchises for two (2) different Restaurant models (each, a “Model”) that differ in size/footprint, buildout and the kinds of products and services each model is authorized to offer and provide (collectively, the “Approved Products” and “Approved Services,” respectively).

The total investment necessary to begin operation of: (i) a Restaurant that offers and sells menu items for dining at the Restaurant premises as well as via delivery and carryout services (the “Dine-In Model”), is $504,100 to $1,091,500, which includes $25,000 that must be paid to us or our affiliate prior to opening; and (ii) a Restaurant that is only authorized to offer and sell menu items for delivery and carry out from the Restaurant premises (a “DCU Model”) is $347,300 to $505,250, which includes $25,000 that must be paid to us or our affiliate prior to opening.

The total investment necessary to open and commence developing three (3) or more Restaurants under an area development agreement with us will depend on the number of Restaurants you are granted the right to develop and the Restaurant Model(s) you determine to develop within your development area. By way of example, the total initial investment to develop three (3) Restaurants is $539,100 to $1,126,500 if the initial Restaurant you develop is a Dine-In Model, which includes (a) a development fee of $15,000 (for right to develop 3 franchises), (b) the franchise fee of $20,000 payable in connection with the initial Restaurant you develop, and (c) the other initial investment costs associated with opening and begin operating that initial Restaurant as a Dine-In Model.

This Franchise Disclosure Document (“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.**

You may wish to receive your Disclosure Document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact Warren Christiansen 9720 Wilshire Boulevard Suite 500 Beverly Hills, California, 90212 (310) 319-1850.

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 understand how to use this Disclosure Document, is available from the Federal Trade Commission (the “FTC”). 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 also can 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 also may be laws on franchising in your state. Ask your state agencies about them.

Issuance Date: May 3, 2023

How to Use This Franchise Disclosure Document

Here are some questions you may be asking about buying a franchise and tips on how to find more information:

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibits H and I.
How much will I need to invest?	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's discretion. 1 lists the initial investment to open. Item 8 describes the suppliers you must use.
Does the franchisor have the financial ability to provide support to my business?	Item 21 or Exhibit I include financial statements. Review these statements carefully.
Is the franchise system stable, growing, or shrinking?	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
Will my business be the only Round Table Pizza business in my area?	Item 12 and the "territory" provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
Does the franchise have a troubled legal history?	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
What's it like to be a Round Table Pizza franchisee?	Item 20 or Exhibits H lists current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

What You Need To Know About Franchising *Generally*

Continuing responsibility to pay fees. You may have to pay royalties and other fees even if you are losing money.

Business model can change. The franchise agreement may allow the franchisor to change its manuals and business model without your consent. These changes may require you to make additional investments in your franchise business or may harm your franchise business.

Supplier restrictions. You may have to buy or lease items from the franchisor or from a limited group of suppliers the franchisor designates. These items may be more expensive than similar items you could buy on your own.

Operating restrictions. The franchise agreement may prohibit you from operating a similar business during the term of the franchise. There are usually other restrictions. Some examples may include controlling your location, your access to customers, what you sell, how you market, and your hours of operation.

Competition from franchisor. Even if the franchise agreement grants you a territory, the franchisor may have the right to compete with you in your territory.

Renewal. Your franchise agreement may not permit you to renew. Even if it does, you may have to sign a new agreement with different terms and conditions in order to continue to operate your franchise business.

When your franchise ends. The franchise agreement may prohibit you from operating a similar business after your franchise ends even if you still have obligations to your landlord or other creditors.

Some States Require Registration

Your state may have a franchise law, or other state law, that requires franchisors to register before offering or selling franchises in the state. Registration does not mean that the state recommends the franchise or has verified the information in this document. To find out if your state has a registration requirement, or to contact your state, use the agency information in Exhibit G.

Your state may also have laws that require special disclosures or amendments be made to your franchise agreement. If so, you should check the State Specific Addenda. See the Table of Contents for the location of the State Specific Addenda.

Special Risks to Consider About *This* Franchise

Certain states require that the following risk(s) be highlighted:

1. **Out-of-State Dispute Resolution.** The franchise agreement and the development agreement currently require that you resolve disputes with us by arbitration or litigation, as applicable, in Atlanta, Georgia. Out-of-state arbitration or litigation may force you to accept a less favorable settlement for disputes. It also may cost more to arbitrate and/or litigate in Georgia than in your home state.

2. **Supplier Control.** You must purchase all or nearly all of the inventory or supplies that are necessary to operate your business from the franchisor, its affiliates or suppliers that franchisor designates (or otherwise approves), at prices that are set by franchisor or supplier at issue. These prices may be higher than prices you could obtain elsewhere for the same or similar goods. This may reduce the anticipated profit of your business.

3. **Mandatory Minimum Payments.** You must make minimum royalty payments regardless of your sales levels. Your inability or make the payments may result in the termination of your franchise agreement and loss of your investment.

Certain states may require other risks to be highlighted. Check the "State Specific Addenda" (if any) to see whether your state requires other risks to be highlighted.

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

This Disclosure Document describes Round Table Pizza franchises. To simplify the language in this Disclosure Document, "we," "us," or "our" means The Round Table Franchise Corporation, the franchisor. "You" means the individual or entity that buys the franchise. If you are a corporation, partnership, limited liability company or other entity, then: (i) we will determine the shareholder(s), partner(s), member(s) or other owners/principals (each, an "Owner") that must sign the form of "Payment and Performance Guarantee"; and (ii) all other owners of the franchisee that do not sign the Guarantee, as well as all spouses of all owners, must sign our prescribed or otherwise approved form of agreement containing non-compete, confidentiality and related provisions (the "Non-Disclosure and Non-Compete Agreement") attached to this Disclosure Document as Exhibit E.

The Franchisor

The original company from which we evolved was a sole proprietorship conducted by Mr. William R. Larson, who began operating a pizza restaurant business in December 1959 and formed The Round Table Franchise Corporation's immediate predecessor in August 1962. On January 16, 1979, our predecessor, Round Table Pizza, Inc., a California corporation, acquired the business formerly owned by Mr. Larson's company and began offering franchises at that time (January 1979). As discussed in more detail below, we are a Delaware corporation that was redomiciled from a California corporation under the same name on July 22, 2021. We do business as Round Table Franchise Corporation and under our current Proprietary Marks, including ROUND TABLE PIZZA. Our principal business address is 9720 Wilshire Boulevard Suite 500 Beverly Hills, California 90212.

Our agents for service of process are disclosed in Exhibit B.

Except as provided in this Item, we do not (a) own or operate any Restaurants that are substantially similar to the kind of franchised Restaurants described in this Disclosure Document, or (ii) serve as an approved or designated supplier for any item or service that you will be required to purchase or lease in connection with the operation of your franchised Restaurant.

Parent(s), Predecessor(s) and Recent Transactions

We are a wholly-owned subsidiary of Round Table Pizza, Inc., a Delaware corporation ("RTPI"), which makes RTPI our immediate parent company. RTPI redomiciled from a California corporation under the same name on July 22, 2021, and has its principal business address at 9720 Wilshire Boulevard Suite 500 Beverly Hills, California 90212.

On July 22, 2021, FAT Brands, Inc., a Delaware corporation ("FAT" or "FAT Brands"), acquired all outstanding shares of the capital stock of our prior owner and ultimate parent-company, LS GFG Holdings Inc. (the "Transaction"). In connection with the Transaction, on July 22, 2021 we and RTPI were redomiciled from California to Delaware, and RTPI was contributed to a financing subsidiary of FAT, FAT Brands GFG Royalty I, LLC, a Delaware limited liability company organized on June 9, 2021 ("FAT Royalty"). FAT and FAT Royalty are located at 9720 Wilshire Blvd., Suite 500, Beverly Hills, California 90212.

Except as provided above, our parents (a) have not offered franchises in any line of business and have not operated a business of the type that you will operate, and (b) have not offered or sold any products to our System franchisees.

Our Affiliates That Provide Products or Services to Our Franchisees

Our affiliate GFG Management, LLC ("GFG Management"), a wholly-owned subsidiary of FAT, manages our franchise operations. GFG Management's principal business address is the same as ours. GFG Management provides: (a) services to our franchisees and the franchisees of our GFG Affiliates (defined below) by providing the sales, marketing, administration, training and support services under the franchise agreements that we and our GFG Affiliates enter into with our or its respective franchisees, and (b) may also sell or lease certain equipment (including cookie ovens and related equipment) to system franchisees, as disclosed in Item 7. GFG Management does not provide any services to our Non-GFG Affiliates (defined below) or their franchisees. We remain responsible for all licensing of the trademarks, service marks, trade names and other intellectual property rights and all other aspects of the franchise relationship. Except as stated in the previous sentence, GFG Management may perform any of our obligations and may exercise any of our rights for us, but we remain ultimately responsible for all of our obligations under any of our agreements with you. You do not pay any fees directly to GFG Management. GFG Management does not own or operate any franchises like the Round Table Pizza franchise and has never offered franchises in this or any other line of business.

GAC Manufacturing, LLC ("GAC Manufacturing"), an indirect, wholly-owned subsidiary of FAT, is in the business of operating the cookie dough plant that produces proprietary batter, dough, and other ingredients for making cookies ("Cookie Ingredients") that are used in the operation of Great American Cookies stores and Round Table Pizza franchises who elect to offer and sell cookies as an add-on menu item. GAC Manufacturing has a principal business address of 4685 Frederick Drive, Atlanta, Georgia 30336. GAC Manufacturing (i) does not own or operate any franchises like the franchise that we are offering to you, (ii) has never offered franchises in any line of business, and (iii) except for manufacturing Cookie Ingredients, has never provided any other franchise support services to franchisees.

If we offer you the opportunity, you must offer cookies as a menu item, and we require you to purchase the Cookie Ingredients from our affiliate GAC Supply, LLC, which is an indirect, wholly-owned subsidiary of FAT ("GAC Supply"). GAC Supply has a principal business address of 4685 Frederick Drive, Atlanta, Georgia 30336.GAC Supply (i) does not own or operate any franchises like the franchise that we are offering to you, (ii) has never offered franchises in any line of business, and (iii) except for selling Cookie Ingredients, has never provided any other franchise support services to franchisees.

Our FAT Brands Affiliated Franchise Programs

GFG Affiliates

FAT is the indirect parent company to the following franchisors, all of which have a principal business address that is the same as ours (collectively, the "GFG Affiliates"). None of the GFG Affiliates have offered franchises in any line of business other than as listed below and none of them have conducted a business similar to the Round Table Pizza Restaurant that you will operate:

1) GAC Franchising, LLC (“GAC”) franchises the right to operate stores that sell cookies, brownies, cupcakes, and related products under the trademark and service mark GREAT AMERICAN COOKIES® (the “Great American Cookies Stores”). GAC or its predecessors have offered Great American Cookies Store franchises since 1977. As of December 25, 2022, there were 368 franchised Great American Cookies Stores in operation in the United States.

2) Marble Slab Franchising, LLC (“MSF”) franchises the right to operate specialty ice cream stores under the trademark and service mark MARBLE SLAB CREAMERY® (the “Marble Slab Stores”). MSF or its predecessors have offered Marble Slab Store franchises since 1986. As of December 25, 2022, there were 250 franchised Marble Slab Stores in operation in the United States.

3) PM Franchising, LLC (“PMF”) franchises the right to operate specialty pretzel stores under the trademark and service mark PRETZELMAKER® (“Pretzelmaker Stores”). PMF or its predecessors have offered Pretzelmaker Store franchises since 1992. As of December 25, 2022, there were 148 franchised Pretzelmaker Stores in operation in the United States.

4) HDOS Franchising, LLC (“HDOS”) franchises the right to operate stores that sell fresh-squeezed lemonade, hot dogs on a stick, French fries, and complimentary products under the HOT DOG ON A STICK® trademarks and service marks. HDOS or its predecessors have offered Hot Dog On A Stick franchises since 1997. As of December 25, 2022, there were 18 franchised Hot Dog On A Stick stores in operation in the United States.

<u>Non-GFG Affiliates</u>

As a result of the Transaction, we became affiliated with the following franchisors, of which FAT is the indirect parent company to, and which all share FAT's principal address (collectively, the "Non-GFG Affiliates"). None of the Non-GFG Affiliates have offered franchises in any line of business other than as listed below:

1) Fatburger North America, Inc. (“FBNA”) franchises the right to operate restaurants that primarily serve burgers, shakes and fries under the name "Fat Burger" ("Fat Burger Restaurants"). FBNA has offered franchises for Fat Burger Restaurants since 1990. As of December 25, 2022, there were 193 franchised FAT Burger Restaurants in the United States.

2) Johnny Rockets Licensing, LLC ("Johnny Rockets") franchises the right to operate restaurants that primarily serve high quality, innovative menu items including certified angus beef® cooked-to-order hamburgers, Boca Burgers®, chicken sandwiches, crispy fries and hand-spun shakes and malts under the name "Johnny Rockets" ("Johnny Rocket Restaurants"). Johnny Rockets has offered franchises for Johnny Rockets Restaurants since 1989. As of December 25, 2022, there were 102 franchised Johnny Rockets Restaurants in the United States.

3) Buffalo’s Franchise Concepts, Inc. ("Buffalo's Franchise") franchises the right to operate cafes that primarily serve chicken wings using 13 distinctive homemade wing sauces, burgers, wraps, steaks, salads and other classic American cuisine

under the name “Buffalo’s Café” ("Buffalo's Cafés"). Buffalo's Franchise has offered franchises for Buffalo's Cafes since 1989. As of December 25, 2022, there were 13 franchised Buffalo's Cafes in the United States.

4) Ponderosa Franchising Company (“PFC”) franchises the right to operate restaurants that primarily offer a buffet serving a broad array of steak, chicken and seafood entrees under the name "PONDEROSA STEAKHOUSE®" ("Ponderosa Steakhouses"). PFC and its predecessors have offered franchises for Ponderosa Steakhouses since 1994. As of December 25, 2022, there were 14 franchised Ponderosa Steakhouses in the United States.

5) HURRICANE AMT, LLC (“HAMT”) franchises the right to operate restaurants that primarily serve jumbo fresh wings paired with over 35 signature sauces, rubs and glazes, as well as fries, tacos and burgers under the names, “Hurricane Grill & Wings®,” “Hurricane Sports Grill®,” “Hurricane Dockside Grill®” and “Hurricane BTW Burgers + Tacos + Wings" ("Hurricane Restaurants"). HAMT has offered franchises for Hurricane Restaurants since 2008. As of December 25, 2022, there were 41 franchised Hurricane Restaurants in the United States.

6) EB Franchises, LLC ("Elevation") franchises the right to operate fast-casual restaurants that primarily serve organic hamburgers under the name “Elevation Burger” ("Elevation Burger Restaurants"). Elevation and its predecessors have offered franchises for Elevation Burger Restaurants since 2008. As of December 25, 2022, there were 36 franchised Elevation Burger Restaurants in the United States.

7) Twin Restaurant Franchise, LLC has offered franchises under the name “Twin Peaks” since July 11, 2007. Twin Peaks restaurants feature full bars offering American-style menu items and alcoholic and non-alcoholic beverages. Twin Peaks restaurants also may offer a virtual, delivery-only concept under the name “Good as Cluck”. As of December 25, 2022, there were 64 franchised “Twin Peaks” restaurants operating. Twin Peaks’ principal place of business is 5151 Beltline Road, #1200, Dallas, Texas 75254.

8) Native Grill & Wings Franchising, LLC has offered franchises under the name “Native Grill & Wings” since 1988. Native Grill & Wings is an American fast casual restaurant chain founded in Arizona, which specializes in wings and features full services bars located in Arizona, Illinois, and Texas. As of December 25, 2022, there were 23 franchised Native Grill &Wings restaurants operating.
9) Fazoli’s Franchising Systems, LLC has offered franchises under the name “FAZOLI’S®” and “FAZOLI’S RESTAURANTS” since 2006. Fazoli’s is a premium fast-casual Italian food restaurant chain founded in Kentucky, which is a premium fast-casual Italian restaurant concept, combining the convenience and price of fast food with the food quality and dining atmosphere associated with casual dining. As of December 25, 2022, there were 152 franchised Fazoli’s restaurants operating.

Our affiliate, Bonanza Restaurant Company (“BRC”) has offered franchises under the name “Bonanza Steakhouse” and “Bonanza Steak & BBQ” since 1994. Bonanza Steakhouses primarily offer fresh farm-to-table salad bars and serve a menu showcase of USDA flame-grilled steaks and house-smoked barbeque. As of the date of this disclosure document BRC is no longer offering franchises and as of December 25, 2022, there were 7 franchised Bonanza Steakhouses operating.

Our affiliate, Yalla Mediterranean Franchising Company, LLC("Yalla") has offered franchises under the names "Yalla" and "Yalla Mediterranean" since 2019. Yalla restaurants offer a menu of freshly prepared California-inspired Greek and Mediterranean appetizers, sandwiches, wraps, salads, platters, side dishes and beverages for on-premises and off-premises consumption and catering. As of the date of this disclosure document Yalla is no longer offering franchises and as of December 25, 2022, there were no franchised Yalla restaurants operating.

Except as described above, we have no other parents, predecessors of affiliates that must be included in this Item.

<u>Franchised Restaurant Offering and Models</u>

We offer franchises to operate businesses in the restaurant industry that we refer to as "Restaurants" in this Disclosure Document, each of which utilizing the Proprietary Marks and the business operations system that we and our predecessor/principals have and continue to develop and have the right to modify from time to time (collectively, the "System") pursuant to a franchise agreement with us (the "Franchise Agreement").

Traditional Restaurant Models

We currently offer franchises to independently own and operate two (2) different traditional Restaurant Models, namely our Dine-In Model and Delivery Carry-Out (DCU) Model,, each of which have a different (a) size/footprint, (b) design, layout, décor and furniture/equipment associated with its operations, and/or (c) authorized menu items and other services that may be provided to customers, as described more fully below.

Model Type	Description of the Model
Dine-In Model	Full-service restaurant that is typically authorized to offer our full menu of Approved Products for dine-in, delivery or carryout by customers (except that alcohol will typically only be made available to those dining at the location).
DCU Model	Smaller bricks-and-mortar location, without a party room and typically without an arcade space, that is authorized to provide a more limited menu of the Approved Products via delivery services or for carry-out only. DCU Models are not typically authorized to offer or sell any alcohol items.

Non-Traditional Locations and Model

We may (a) authorize you to locate either of the Restaurant Models above from a captive venue or other non-traditional space, or (b) authorize you to offer a more limited menu than would be typically available in connection with either Restaurant Model (to accommodate the practicalities of the footprint/layout of the location and/or limitations imposed by any occupancy agreement for that location), and we sometimes refer to such a location as a "Non-Traditional Model" in this Disclosure Document.

Franchise Agreement

Regardless of which Restaurant Model we grant you the right to franchise under our then-current form of Franchise Agreement attached to this Disclosure Document as Exhibit A, you must purchase your franchise ("Franchise") to develop and operate a Restaurant from a site that we approve (the "Site") and that is located within a site selection area we mutually agree upon and designate in your Franchise Agreement (the "Site Selection Area") at the time of signing. You may be granted a "Designated Territory" comprised of a defined geographical area around your Site, as disclosed more fully in Item 12 of this Disclosure Document.

Area Development Program

We also offer to qualified franchisees the opportunity to develop three or more Restaurants within a defined geographical area ("Development Area") according to a mandatory development schedule (the "Development Schedule").

If we grant you a Development Area, then you will enter into an area development agreement (the "Area Development Agreement" or "ADA") with us (a form of which is attached as Exhibit B), and you or your affiliates will sign our then-current form of franchise agreement for each Restaurant developed under that Area Development Agreement, which may differ from our current form of Franchise Agreement attached to this Disclosure Document. In order to retain your development rights under an ADA, you must ensure that you open each Restaurant in the Development Area in accordance with a mandatory development schedule that we mutually agree upon and designate in your ADA (the "Development Schedule"). You must execute our then-current form of Franchise Agreement for each Restaurant you develop pursuant to your Development Schedule. The initial development fee and franchise fee payable to us in connection with each Restaurant you must develop is described more fully in Item 5 of this Disclosure Document.

Market and Competition

The market for pizza Restaurants is mature and competitive. Your competitors include other pizza Restaurants, fast-food restaurants, snack food Restaurants, convenience Restaurants, third party delivery companies and franchisees of other systems, including those that our affiliates own, all of which may sell food items and beverages. You may have to compete in close proximity with other pizza Restaurants.

One or more of our affiliates may acquire one or more existing businesses or franchise systems operating under trademarks, service marks, and trade names other than the Marks. The new or existing businesses or franchise systems may compete with you.

Industry-Specific Regulations

You must comply with all existing regulations concerning food service, nutrition, calorie content, and other federal or state regulations that apply specifically to the restaurant industry. For example, the Environmental Protection Agency, U.S. Food and Drug Administration, the U.S. Department of Agriculture, as well as state and local environmental and health departments and other agencies, have laws and regulations concerning the preparation of food and sanitary conditions of restaurant facilities. State and local agencies may periodically conduct inspections for compliance with these requirements. Under the federal Clean Air Act and certain state laws, you may be required to comply with applicable statutory guidelines, such as localized quality standards for ozone, carbon monoxide and particulate matters. Certain provisions of such laws impose limits on emissions resulting from commercial food preparation.

To the extent your Restaurant offers and sells alcohol of any kind, you will be solely responsible for obtaining all licenses necessary to sell all such beer, wine and spirits before opening or serving alcohol in any manner, and must maintain all such licenses and approval at all times during the term of your Franchise Agreement. The difficulty and cost of obtaining licenses to offer and sell beer and wine, and the procedures for securing the licenses, vary greatly from jurisdiction to jurisdiction. There is also a wide variation in state and local laws and regulations governing the sale of alcoholic beverages, including laws related to "dram shop" and related liability. You must ensure you comply with all laws and regulations regarding the minimum insurance levels necessary to legally offer and sell alcohol, if any, imposed in the jurisdiction where your Franchised Business is located. Government regulations impact terms and conditions of payment; payment of excise taxes; advertising, trade and pricing practices; product labeling; sales to minors and intoxicated persons; hours of operation; relationships among product producers, importers, wholesalers, and retailers; ability to ship product between states; and limitation on multiple unit ownership. In addition, state dram shop laws give rise to potential liability for injuries that are directly or indirectly related to the sale and consumption of alcohol. For more detailed information as to how these laws affect your business, you should contact the state or local liquor licensing board in your state, as well as the appropriate municipal authority in the city and/or cities in which you will operate, and consult with your attorney concerning these and other local laws and ordinances that may affect your Restaurant. Under the terms of the Franchise Agreement, you are responsible for investigating and complying with all applicable laws, rules and regulations in your jurisdiction.

You also must comply with existing laws, regulations, and ordinances that apply generally to all businesses, such as the Americans with Disabilities Act, federal wage and hour laws and state law equivalents, the Affordable Care Act, the Occupational Safety and Health Act, anti-terrorism and anti-corruption laws (such as the Patriot Act and the Foreign Corrupt Practices Act), and data protection and privacy laws (such as credit card protection under the U.S. Fair and Accurate Credit Transactions Act, or "FACTA"). You should investigate these laws that may apply to the restaurant industry and to all businesses in general.

ITEM 2
BUSINESS EXPERIENCE

<u>Chief Executive Officer of RTP and Chief Development Officer of FAT – Taylor Wiederhorn</u>

Taylor Wiederhorn has been RTP's Chief Executive Officer since May 2023. He has also been Chief Development Officer of FAT since October 2017. Mr. Wiederhorn served as FBNA's Vice President Franchise Marketing and Development from September 2011 until October 2017.

<u>Chief Operating Officer of FAT – Thayer Wiederhorn</u>

Thayer Wiederhorn has been FAT's Chief Operating Officer since November 2021. Prior to that, he was FAT's Chief Marketing Officer since October 2017. Mr. Wiederhorn served as FBNA's Vice President of Marketing from April 2012 until October 2017.

Chief Financial Officer and Co-Chief Executive Officer of FAT – Kenneth J. Kuick

Mr. Kuick has been the CFO and the Co-Chief Executive Officer of FAT since May 5, 2023. Prior to joining FAT, Mr. Kuick served as Chief Financial Officer of Noodles & Company, a national fast-casual restaurant concept, from November 2018 to August 2020. Prior to that, Mr. Kuick served as Chief Accounting Officer of VICI Properties Inc., a real estate investment trust specializing in casino properties, from October 2017 to August 2018. Prior to that, from 2011 until October 2017, Mr. Kuick served as Chief Accounting Officer of Caesars Entertainment Operating Company, a subsidiary of Caesars Entertainment Corporation, and as Vice President, Assistant Controller for Caesars Entertainment Corporation.

President of RTP – David Pear

Mr. Pear has been the President of RTP since May, 2023. Prior to that, he served as the VP Strategic Initiatives at Desert de Oro, Inc. a restaurant company in Kingman, Arizona from January 2020 until May 2023. From 2012 until December 2019, he served as Sr. VP Operations at Del Taco, LLC, a restaurant company in Lake Forest, California.

Head of Debt Capital Markets and Co-Chief Executive Officer of FAT – Robert Rosen

Mr. Rosen has served as FAT's Co-CEO and Head of Debt Capital Markets since May 5, 2023. He joined FAT in March 2021 as its Executive Vice President of Capital Markets. Prior to joining FAT, he served as Managing Member of Kodak Financial Group, a finance company in Katonah, New York from 2004 until March 2021.

General Counsel of FAT – Allen Z. Sussman

Mr. Sussman has served as the General Counsel of FAT since March 2021. Prior to that from 2012 until March 2021, Mr. Sussman was a partner at the law firm of Loeb & Loeb LLP in Los Angeles, California, specializing in corporate and securities law, and served as primary outside corporate and securities counsel to FAT.

Deputy General Counsel and Senior Franchise Counsel of FAT – Warren Christiansen

Mr. Christiansen has been FAT's Deputy General Counsel and Senior Franchise Counsel since May, 2023. Prior to that, from October 2017, he served as FAT's Legal Counsel and Franchise Development Executive. Prior to that, he served as FBNA's Vice President, Domestic Franchise Sales from November 2008 until October 2017.

President, Fast Casual Division of FAT – Jake Berchtold

Mr. Berchtold has been President, Fast Casual Division of FAT since July 2019. Prior to that, from September 2012 until July 2019 he was the Director of Operations for FBNA.

Chief Information Officer of FAT – Michael Chachula

Mr. Chachula has been FAT's Chief Information Officer since April 2022. Prior to that, he was the Head of Digital and Revenue Growth with Coffee Bean and Tea Leaf, located in Hollywood, CA. And from December 2017 to August 2020, he was the Executive Director and CIO for International House of Pancakes (IHOP) in Glendale, California. He also served as the Head of IT Strategy, Innovation and PMO for Dine Brands, Glendale, CA from January 2016 to August December 2017.

Chief Marketing Officer of FAT – Jenn Johnston

Ms. Johnston became FAT's Chief Marketing Officer in May 2023. Prior to that, she served as FAT's President, QSR Division from February 2019. From October 2010 until September 2019. She was the Chief Marketing and Operations Officer for Global Franchise Group, a restaurant company in Atlanta Georgia.

Director of Franchise Sales of FAT – Dan D. Moran, CFE

Mr. Moran has been FAT's Director of Franchise Sales since October 2017. Prior to that, Mr. Moran served as FBNA's Vice President of Franchise Development from October 2009 until October 2017.

Director of Construction of FAT – Bentley C. Hetrick

Mr. Hetrick has been FAT's Director of Construction since April 2019. Prior to that, he was Vice President/General Manager with Preferred Commercial Services, a kitchen installation company in Chatsworth, California from August 2015 to August 2018.

Director of Construction and Purchasing of FAT – James Newell

Mr. Newell became FAT's Director of Construction and Purchasing in May 2018. Prior to that, from February 2018 until May 2018 he was the Director of Operations. Mr. Newell served as our Vice President of Brand Services from February 2015 until February 2018. Previously, he was our Vice President of Operations since January 1, 2010.

President – Casual Dining Division of FAT - Gregg Nettleton

Mr. Nettleton has served as President – Casual Dining Division of FAT since October 2016.

Chief Concept Officer of FAT and President of Yalla – Donald J. Berchtold

Mr. Berchtold became Yalla's President in December 2018 and has been FAT's Chief Concept Officer since March 2017. Prior to that, he served as FBNA's President from September 21, 2006 until February 2018 and FBNA's Chief Operating Officer from May 2006 until February 2018.

Director of Franchise Sales of FAT, QSR Division – Kim Rogers

Ms. Rogers became FAT's Director of Franchise Sales, QSR Division in July 2021. Prior to that time, from May 2021 until July 2021, she was Director of Franchise Sales and, from September 2017 to May 2021, Senior Franchise Sales Manager, for Global Franchise Group, located in Atlanta, Georgia. Previously, from March 2016 to September 2017, Ms. Rogers was Senior Franchise Sales Manager for Round Table Franchise Corporation, then located.in Concord, California.

Director of International Franchise Development of FAT – Hair Parra

Mr. Parra became FAT's Director of International Franchise Development in February 2021. Prior to that, from May 2017 until January 2021 he was the COO at Wing Zone, a restaurant company in Atlanta, Georgia.

ITEM 3
LITIGATION

Pending Litigation

Robert J. Matthews, et al., v. FAT Brands, Inc., Andrew Wiederhorn, Ron Roe, Rebecca Hershinger and Ken Kuick (United States District Court for the Central District of California, Case No. 2:22-cv-01820). On March 18, 2022, plaintiff Robert J. Matthews, a putative investor in the Company, filed a putative class action lawsuit against the Company, Andrew Wiederhorn, Ron Roe, Rebecca Hershinger and Ken Kuick, asserting claims under Sections 10(b) and 20(a) of the Securities Exchange Act of 1934, as amended (the "1934 Act"), alleging that the defendants are responsible for false and misleading statements and omitted material facts in the Company's reports filed with the SEC under the 1934 Act related to the LA Times story published on February 19, 2022 about the company and its management. The plaintiff alleges that the Company's public statements wrongfully inflated the trading price of the Company's common stock, preferred stock and warrants. The plaintiff is seeking to certify the complaint as a class action and is seeking compensatory damages in an amount to be determined at trial. On April 25, 2022, Kerry Chipman, a putative investor in the Company, filed a putative class action lawsuit against the Company, Andrew Wiederhorn, Ron Roe, Rebecca Hershinger and Ken Kuick in the United States District Court for the Central Division of California, asserting substantially the same claims as those made by Matthews in the above-referenced lawsuit. On May 2, 2022, the Court entered an order consolidating the actions filed by Matthews and Chipman under the caption In re FAT Brands Inc. Securities Litigation. On June 13, 2022, the Court appointed plaintiff Robert Matthews as lead plaintiff and The Rosen Law Firm, P.A., as lead counsel in the consolidated action. Plaintiffs filed their Consolidated Amended Complaint on June 27, 2022. On July 19, 2022, the parties entered into a stipulation to stay the litigation so that they can engage in voluntary mediation. In August 2022, after mediation the Company reached an agreement in principle to settle this matter for a cash payment by the Company of $2.5 million and issuance of $0.5 million in Class A common stock. The Stipulation of Settlement and other documents pertinent to the settlement, along with a motion for preliminary approval thereof, were filed with the court on September 23, 2022. The hearing on the motion for preliminary approval occurred on October 24, 2022, at 9:00 am PT. The court took the matter under submission. Upon final approved by the court, the settlement will provide a full release of all claims by the settlement class members against all defendants, including the Company and the named officers and directors, will expressly deny any liability, wrongdoing or responsibility by any of the defendants, and will result in the dismissal of the litigation with prejudice.

Concluded Litigation

Commonwealth of Virginia ex rel. State Corporation Commission v Fatburger (May 2023). This matter involves allegations by the Virginia State Corporation Commission's Division of Securities and Retail Franchising that from December 2020 through August 2021, FBNA, our affiliate, offered and sold three Virginia franchises at a time when FBNA was not effectively registered with the state. FBNA reached a settlement in principle in May 2023, without admitting or denying the allegations, and agreed to offer the affected Franchisees an opportunity to rescind their franchises, to pay $27,000 to the state, and agreed not to violate the Virginia franchise act in the future.

Ieman Shahi vs. Fatburger North America, Inc., Andrew Alan Wiederhorn, Taylor Andrew Wiederhorn, et al, Superior Court for the State of California for the County of Los Angeles, Case No. 19STCV23772 (July 8, 2019). On July 8, 2019, Ieman Shahi ("Shahi") filed a complaint against FBNA as well as Andrew A. Wiederhorn and Taylor A. Wiederhorn. The Court dismissed Andrew and Taylor Wiederhorn from the lawsuit on January 27, 2021. In his second amended complaint, Shahi seeks rescission of an international multi-unit restaurant agreement entered into by Shahi and FBNA in October 2015 for "Fatburger" restaurants in Malaysia and Iran (subject to lifting of sanctions). Shahi is seeking the return of the $487,500 he paid as the first installment of the development fees due under the agreement and is also seeking attorneys' fees. FBNA's response to the second amended complaint, a demurrer seeking dismissal of the case in its entirety, is due to be filed on May 13, 2021. FBNA also filed a cross complaint on April 13, 2020 asserting that Shahi breached the international multi-unit restaurant agreement. The case was dismissed on October 21, 2021.

P&K Food Market, Inc. vs. Buffalo's Franchise Concepts, Inc., Fog Cutter Capital Group, Shaun Curtis, Andy Wiederhorn et al., Superior Court of California for the County of Los Angeles, Case No. 18STLC09534 (July 13, 2018). On July 13, 2018, P&K Food Market, Inc. ("P&K") filed a complaint against Buffalo's Franchise Concepts, Inc., Fog Cutter Capital Group, Shaun Curtis, and Andy Wiederhorn for Breach of Contract, Fraudulent Misrepresentation and Unlawful Offer and Sale of Franchise By Means of Untrue Statements or Omissions of Material Fact Under Cal. Corp. Code §§31201; 31202; 31300; and 31301. The case was filed in connection with the sale of an affiliate-owned "Buffalo's Café" restaurant located in Palmdale, California. The lawsuit seeks general damages, special damages, punitive damages, restitution, interest, costs and attorneys' fees and costs related to the alleged unlawful sale of the Palmdale restaurant. The franchisor and related parties intend to vigorously defend the allegations. The case was dismissed on February 13, 2019 because Plaintiff should have filed for Arbitration first pursuant to the terms of the Franchise Agreement.

<u>*Eric Rojany, et al. v. FAT Brands Inc., et al.*, Superior Court of California for the County of Los Angeles, Case No. BC708539, and *Daniel Alden, et al. v. FAT Brands Inc., et al.*, Superior Court of California for the County of Los Angeles, Case No. BC716017</u>. On June 7, 2018, FAT Brands, Inc., Andrew Wiederhorn, Ron Roe, James Neuhauser, Edward H. Rensi, Marc L. Holtzman, Squire Junger, Silvia Kessel, Jeff Lotman, Fog Cutter Capital Group Inc., and Tripoint Global Equities, LLC (collectively, the "Original Defendants") were named as defendants in a putative securities class action lawsuit entitled *Rojany v. FAT Brands, Inc.*, Case No. BC708539 (the "*Rojany* Case"), in the Superior Court of the State of California, County of Los Angeles. On July 31, 2018, the *Rojany* Case was designated as complex, pursuant to Rule 3.400 of the California Rules of Court and assigned the matter to the Complex Litigation Program. On August 2, 2018, the Original Defendants were named defendants in a second putative class action lawsuit, *Alden v. FAT Brands*, Case No. BC716017 (the "*Alden* Case"), filed in the same court. On September 17, 2018, the *Rojany* and *Alden* Cases were consolidated under the *Rojany* Case number. On October 10, 2018, plaintiffs Eric Rojany, Daniel Alden, Christopher Hazelton-Harrington and Byron Marin ("Plaintiffs") filed a First Amended Consolidated Complaint against FAT Brands, Inc., Andrew Wiederhorn, Ron Roe, James Neuhauser, Edward H. Rensi, Fog Cutter Capital Group Inc., and Tripoint Global Equities, LLC (collectively, "Defendants"), thereby removing Marc L. Holtzman, Squire Junger, Silvia Kessel and Jeff Lotman as defendants. On November 13, 2018, Defendants filed a Demurrer to First Amended Consolidated Complaint. On January 25, 2019, the Court sustained Defendants' Demurrer to First Amended Consolidated

Complaint with Leave to Amend in Part. Plaintiffs filed a Second Amended Consolidated Complaint on February 25, 2019. On March 27, 2019, Defendants filed a Demurrer to the Second Amended Consolidated Complaint. On July 31, 2019, the Court sustained Defendants' Demurrer to the Second Amended Complaint in Part, narrowing the scope of the case. Defendants filed their Answer to the Second Amended Consolidated Complaint on November 12, 2019. Thereafter, plaintiffs Alden, Hazelton-Harrington and Marin, voluntarily dismissed their claims without prejudice, leaving only plaintiff Rojany as the putative class representative plaintiff ("Plaintiff"). On January 29, 2020, Plaintiff filed a Motion for Class Certification. On October 8, 2020, the Court denied Plaintiff's Motion for Class Certification. On January 6, 2021, the parties executed a Settlement Agreement and Mutual Release pursuant to which plaintiff agreed to dismiss his individual claims against defendants with prejudice in exchange for a payment by or on behalf of defendants of $50,000. On January 27, 2021, plaintiff filed a request for dismissal of this action, with prejudice, in its entirety.

Adam Vignola, et al. v. FAT Brands Inc., et al., United States District Court for the Central District of California, Case No. 2:18-cv-07469. On August 24, 2018, the Original Defendants were named as defendants in a putative securities class action lawsuit entitled *Vignola v. FAT Brands, Inc.*, Case No. 2:18-cv-07469-PSG-PLA, in the United States District Court for the Central District of California. On October 23, 2018, Charles Jordan and David Kovacs (collectively, "Lead Plaintiffs") moved to be appointed lead plaintiffs, and the Court granted Lead Plaintiffs' motion on November 16, 2018. On January 15, 2019, Lead Plaintiffs filed a First Amended Class Action Complaint against the Original Defendants. The allegations and claims for relief asserted in *Vignola* are substantively identical to those asserted in the *Rojany* Case. Defendants filed a Motion to Dismiss First Amended Class Action Complaint, or, in the Alternative, to Stay the Action In Favor of a Prior Pending Action. On June 14, 2019, the Court denied Defendants' motion to stay but granted Defendants' motion to dismiss the First Amended Class Action Complaint, with Leave to Amend. Lead Plaintiffs filed a Second Amended Class Action Complaint on August 5, 2019. On September 9, 2019, Defendants' filed a Motion to Dismiss the Second Amended Class Action Complaint. On December 17, 2019, the Court granted Defendants' Motion to Dismiss the Second Amended Class Action Complaint in Part, Without Leave to Amend. The allegations remaining in *Vignola* are substantively identical to those remaining in the *Rojany* Case. Defendants filed their Answer to the Second Amended Class Action Complaint on January 14, 2020. On December 27, 2019, Lead Plaintiffs filed a Motion for Class Certification. By order entered March 16, 2020, the Court denied Lead Plaintiffs' Motion for Class Certification. By order entered April 1, 2020, the Court set various deadlines for the case, including a fact discovery cut-off of December 29, 2020, expert discovery cut-off of February 23, 2021 and trial date of March 30, 2021. On September 25, 2020, the parties executed a Settlement Agreement and Mutual Release pursuant to which lead plaintiffs agreed to dismiss their individual claims against defendants with prejudice in exchange for a payment by or on behalf of defendants of $75,000. On October 13, 2020, the Court ordered the stipulated dismissal of this action, with prejudice, in its entirety.

The Company is obligated to indemnify its officers and directors to the extent permitted by applicable law in connection with the above actions, and has insurance for such individuals, to the extent of the limits of the applicable insurance policies and subject to potential reservations of rights. The Company is also obligated to indemnify Tripoint Global Equities, LLC under certain conditions relating to the *Rojany* and *Vignola* matters. These two proceedings are now concluded.

Other than the actions above, there is no litigation that must be disclosed in this Item.

ITEM 4
BANKRUPTCY

On April 6, 2009, a former affiliate of FBNA's, Fatburger Restaurants of California, Inc. ("**FB California**") filed a petition to reorganize under Chapter 11 of the U.S. Bankruptcy Code (subsequently converted to Chapter 7 on June 24, 2011) in the Central District of California, Case No. 0913964-KT. FB California conducted an auction of some or all of its Restaurants on or about April 21, 2011. FB California auctioned some or all of its existing, operating Restaurants to the successful bidders including all of the existing furnishings and equipment of those Restaurants and an assignment of its leases or subleases for the Restaurants. As of June 19, 2014, the Chapter 7 Trustee (Amy Goldman) had concluded the administration of the matter and made all distributions as required by the Court and the United States Trustee's Office was reviewing all final accounting before submitting the matter to the Court for case closure.

On April 6, 2009, a former affiliate of FBNA's, Fatburger Restaurants of Nevada, Inc. ("**FB Nevada**") filed a petition to reorganize under Chapter 11 of the U.S. Bankruptcy Code (subsequently converted to Chapter 7 on June 24, 2011) in the Central District of California, Case No. 0913965-KT. FB Nevada conducted an auction of some or all of its Restaurants on or about April 21, 2011. FB Nevada auctioned some or all of its existing, operating Restaurants to the successful bidders including all of the existing furnishings and equipment of those Restaurants and an assignment of its leases or subleases for the Restaurants. As of June 19, 2014, the Chapter 7 Trustee (Amy Goldman) had concluded the administration of the matter and made all distributions as required by the Court and the United States Trustee's Office was reviewing all final accounting before submitting the matter to the Court for case closure.

Other than these two items, no bankruptcy information is required to be disclosed in this Item.

ITEM 5
INITIAL FEES

<u>Franchise Agreement: Initial Franchise Fee</u>

If we grant you a franchise for a Restaurant, then when you sign the Franchise Agreement, you must pay us an initial franchise fee ("Franchise Fee") amounting to $25,000. We expect to impose the Franchise Fee uniformly as described above moving forward.

The Franchise Fee is deemed fully earned upon payment to us, and we will only refund your Franchise Fee in the specific situation where we determine to unilaterally terminate your Franchise Agreement due to your inability to secure an approved premises from your franchised Restaurant within the time period required under your Franchise Agreement (in which case, we will deduct the costs/expenses we incurred in connection with all pre-signing, signing and pre-opening activities we and our representatives undertook in connection with your franchise as of the termination date and remit the balance to you without any interest. We will retain, at a minimum, $2,500).

In our past fiscal year, certain existing System franchisees were part of an incentive program and exercised an option to acquire an additional franchise from us for a reduced or waived Franchise Fee. As such, we collected Franchise Fees ranging from $7,500 to $25,000 over our past fiscal year.

Development Agreement: Development Fee and Subsequent Franchise Fee

If we grant you the right to develop three or more franchised Restaurants pursuant to an ADA, then you will be required to pay us a development fee amounting to $5,000 per Restaurant you are granted the right to develop within your Development Area (the "Development Fee") upon execution of your ADA. The Development Fee will be deemed non-refundable and fully earned upon payment, and this fee is not tied to any pre-opening or other obligations that we must provide to you prior to opening any Restaurant you are developing under your ADA.

Upon payment of the Development Fee, you must pay us a subsequent franchise fee amounting to $20,000 for the initial Restaurant you are granted the right to develop, and (b) $10,000 to the second and each additional Restaurant you are granted the right to develop (each, a "Subsequent Franchise Fee"). The Subsequent Franchise Fee for each Restaurant you have the right to develop under the ADA will be due at the time you execute our then-current Franchise Agreement for that Restaurant. You must sign your Franchise Agreement for the initial Restaurant you are developing under the ADA at the same time you sign your ADA, and all Franchise Agreements signed in connection with your ADA must be executed by you and us early enough so that you can subsequently open each Restaurant in accordance with the Development Schedule.

Site Selection Assistance

We will review your submittal package for your proposed site and determine whether to accept your proposed site. We will conduct an on-site evaluation if we consider it necessary and appropriate as part of our evaluation of your submittal package. If we determine that on-site evaluation is necessary and appropriate (on our own initiative), we will provide the evaluations (up to 2 days unless we agree otherwise) at our own expense, although we reserve the right to charge you an additional fee for this service. If we charge this fee, the fee will be our out-of-pocket expenses for each proposed site for which we conduct an on-site evaluation. We expect this fee to be $300 per employee or agent for each full or partial day after the second day, not to exceed five days. The site selection assistance fee is not refundable.

Incentive Programs Referral Program

We offer a referral program incentive of $1,000 to the first person or company that introduces a prospective franchisee to us, if: (i) we approve the prospect; (ii) we and the prospect sign a Franchise Agreement within 6 months after the referral is made; and (iii) the prospective franchisee pays us the associated initial franchise fee. We will pay this referral fee when the referred prospective franchisee's Franchise Agreement is fully signed and the initial fee is fully paid. We may discontinue this Referral Program at any time.

Existing Franchisee Referral Program

We offer a referral program incentive of $5,000 to an existing franchisee that introduces a prospective franchisee to us, if: (i) we approve the prospect; (ii) we and the prospect sign a Franchise Agreement within 6 months after the referral is made; (iii) the prospect pays us the associated initial franchise fee; (iv) the prospect has not had any prior conversations with any of our employees or employees of our affiliates about becoming a franchisee; (v) the prospect is not currently listed in our database; (vi) the prospect is not a referral candidate of one of our affiliates or affiliated franchise brands; (vii) the prospect is not a customer at the existing franchisee's Restaurant, unless the existing franchise was the originating source for the customer contact to us and a referral form was submitted prior to any conversation between the customer and us or our affiliates; and (viii) the prospect is at least 21 years old. Referral fees are paid only for the prospect's first franchise agreement and first Restaurant. No additional referral fees are paid as a result of the prospect having an agreement to develop a second or additional Restaurants. We will pay $2,500 of this referral fee when the prospect's Franchise Agreement is fully signed and the initial fee is fully paid, and we will pay the balance of $2,500 upon the opening of the first store. We may discontinue this Existing Franchisee Referral Program at any time. This is a referral program only. The existing franchisee does not represent the Franchisor and is not authorized to make any sales or representations on behalf of the Franchisor.

RTP Patriot Program

We participate in the International Franchise Association's Veterans Transition Franchise Initiative ("VetFran") program to provide franchise opportunities to qualifying veterans. The purpose of the VetFran program is to honor those men and women who have served in the U.S. military. The VetFran program was developed to help veterans transition to civilian life. VetFran is a voluntary effort of International Franchise Association member-companies that is designed to encourage franchise ownership by offering financial incentives to honorably discharged veterans.

Our VetFran program incentive is called the RTP Patriot Program. Our RTP Patriot Program incentive provides a 25% reduction in the initial Franchise Fee due under our single unit Franchise Agreement for Traditional Restaurants only (the "Incentive"). This Incentive may not be combined with any other Incentive program and applies only to the first Restaurant. To qualify, a prospective franchisee: must request the RTP Patriot Program at the time of application; must meet our then-current qualifications for new franchisees; the franchise must be at least 51% legally and beneficially owned by persons meeting our qualifying veteran status; and the prospective franchisee may not have previously received a Veterans Incentive or RTP Patriot Program Incentive from us. We may discontinue the RTP Patriot Program at any time.

We are offering a special incentive to existing FAT Brands franchisees who attend the 2022 FAT Brands Franchisee Summit ("Summit Attendees"). Summit Attendees who purchase a franchise from us or any of our affiliates at full price during the four months of June through September 2022 ("Incentive Period"), will be given the right to acquire another franchise from us or another FAT affiliate during the Incentive Period starting June 1st 2022 through September 30th 2022 with no initial franchise fee payable (i.e., a 100% initial franchise fee waiver). If Summit Attendees cumulatively purchase 50 or more franchises at full price during the Incentive Period then all Summit Attendees will have the right to acquire two franchises instead of one franchise with no initial franchise fee. All franchises acquired under the terms of this incentive must be open no later than June 30th, 2024, if two franchises are acquired, and March 30th, 2025, if three franchises are acquired. No multi-unit deals qualify and need to be discussed directly with a sales director.

Please be advised that the referral programs described in this Item above are subject to applicable state law(s).

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ITEM 6
OTHER FEES

Franchise Agreement

Type of Fee	Amount	Due Date	Remarks
Royalty Fee	Greater of (i) 4% of Net Sales generated by your Restaurant over the prior reporting period, or (ii) $750 per month	Monthly; sales must be entered into the portal on or before the 10th of each month, and fees will be drafted for payment on the 25th of each month	See Note 1 and 2.
Marketing Fee	4% of Net Sales	Monthly; sales must be entered into the portal on or before the 10th of each month, and fees will be drafted for payment on the 25th of each month	See Note 1 and 2.
Transfer Fee	Then-current transfer fee based on the kind of transfer at issue (the "Transfer Fee") Currently, $7,500 or $12,500 See Note 3.	At or before transfer	Payable only on transfer of Franchise. Our Transfer Fee is subject to an annual increase to account for inflation based on the Consumer Price Index ("CPI") data.
Renewal Fee	Then-current renewal fee (the "Renewal Fee") Currently, $2,500	Upon renewal	You may renew your franchise for one additional 10-year term, if you timely pay your renewal fee and meet certain other renewal conditions. Our Renewal Fee is subject to an annual increase based on CPI .

Type of Fee	Amount	Due Date	Remarks
Additional/Remedial Training	Currently, $300 per employee or agent for each full or partial day	Before training begins	We may charge for additional training for (i) training persons repeating a course or replacing a person who did not pass, (ii) training new employees, and (iii) optional training we provide. You must pay for any travel and living expenses, wages, and other expenses your trainees incur.
Relocation Charge	Then-current relocation fee (the "Relocation Fee") Currently, $2,000	Upon demand	Our Relocation Fee is subject to an annual increase based on CPI .
Audit-related reimbursement	Cost of audit, plus travel and living expenses, plus interest on the amount of the under-payment at an annual rate of the lesser of 18% or the maximum interest rate permitted by law	Within 15 days of demand	Payable if audit or review shows an understatement of 3% or more of your Net Sales for any period.
Product, Service, Supplier, and Service Provider Review	Our reasonable cost of inspecting the supplier, testing the proposed product, or evaluating the service provider or proposed service, including personnel and travel costs; this cost will not exceed $5,000	On demand	Payable if you wish to offer products or use any supplies, equipment, or services that we have not approved or wish to purchase from a supplier or service provider that we have not approved, whether or not we approve the item, service, supplier, or service provider.
Late Fee	$25 per week See Note 4	On demand	If you fail to make a payment due to us on time, you must pay us the Late Fee. We may increase the Late Fee on 60 days' written notice. However, we may not increase the Late Fee more than once in any 12-month period. The annual

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Type of Fee	Amount	Due Date	Remarks
			increase for this fee will be no more than $5/week.
Interest	18% per year (or maximum legal rate, if less) See Note 4	On demand	If you fail to make a payment due to us on time, you must pay us interest on the amount owed from the due date until paid in full.
Inspection	Our reasonable expenses incurred in inspecting your business, including travel and living expenses, wages, and other expenses for our employees including a $135 fee for first inspection and $250-$450 for additional ones.	On demand	Payable if inspection needed due to your repeated or continuing failure to comply with any provision of the Franchise Agreement.
Maintenance and Repair	Your actual costs associated with maintaining and repairing your Restaurant on an annual or as-needed basis	As incurred	You should expect and budget for annual maintenance and repair related to customer comfort, cleaning, safety, accessibility, ADA requirements and food handling. This is separate from fees related to remodeling to maintain brand image and is currently estimated at $7,500 per year.
Insurance	Cost of the premium plus a reasonable fee for our services in procuring the insurance	Insurance	Cost of the premium plus a reasonable fee for our services in procuring the insurance
Indemnification	Our liabilities, fines, losses, damages, costs, and expenses (including	On demand	Payable if we incur Losses due to your activities under the Franchise Agreement or

Type of Fee	Amount	Due Date	Remarks
	reasonable attorneys' fees) ("Losses")		your activities relating to the Restaurant.
Costs of Compliance and Enforcement in Connection with your Franchise Agreement (in-term and post-term obligations)	The costs associated with (a) you complying with, and/or (b) us enforcing our rights under, your Franchise Agreement or Development Agreement with us. Among other things, these costs include: (i) reimbursement of our legal and other costs in the event we prevail in any litigation against you; (ii) the costs associated with complying with your de-identification and other costs associated with satisfying your post-term obligations under your Franchise Agreement.	Upon determination of prevailing party	Other than the mediator fees associated with our option to mediate (where the parties will share the mediator fees equally and otherwise cover their own costs of mediation), any prevailing party in any such proceeding (or other proceeding) will be entitled to reimbursement of its costs, including reasonable attorney's fees, from the non-prevailing party. In addition, we are entitled to the costs we incur in connection with any actions we take to enforce the terms of the Franchise Agreement. Among other things, these costs may include reimbursing us for the costs we incur in connection with de-identifying the Authorized Location of your Restaurant if such changes are not made within 7 days of we provide notice demanding such de-identification.
Convention or Meeting Attendance	As we determine based on our costs of holding the convention or meeting	On demand	We do not currently charge an attendance fee, but we reserve the right to do so.
Remedial Expenses	Our reasonable expenses incurred in correcting your operational deficiencies; this cost will not exceed $10,000 per deficiency	On demand	Payable if we correct deficiencies that we have identified during a site inspection and that you failed to correct within a reasonable time after notice from us.

Type of Fee	Amount	Due Date	Remarks
Step-In and Management Proceeds (only in the event of your death or disability)	Varies depending on the Gross Sales and resulting profit generated by your franchised Restaurant over the period of time our representatives step-in and manage Restaurant operations in the unfortunate event of your death or disability during the 90 or more day period following such event	As agreed	If we elect to have our representatives step in and manage/operate your Restaurant in the unfortunate event of your death or disability, we may (a) do so for a period of 90 days or more upon written notice (subject to state laws, and (b) collect all net proceeds from the operation of the Restaurant during that time period (after all costs/expenses are accounted for and paid out).
Reimbursement of Taxes other than Income Tax	As determined by appropriate taxing authority, if any	On demand	Other than any income tax we and/or our affiliates must pay in connection with the following generated revenue, you must reimburse us the amount of any taxes imposed on us and/or our affiliates (and any taxes imposed on these parties as a result of such imposition) by federal, state or local taxing authorities as a result of our receipt of any Royalty Fee or Marketing Fee.
Cookie Equipment Lease (only due and payable if you offer cookies as a menu item)	Estimated at $360 per year. (Estimated total payments due pursuant to the Cookie Equipment Lease $1,440)	Annually	If we offer you the opportunity, you must offer or sell cookies as an added menu item. However, you will have the option to purchase or lease the Cookie Equipment from our affiliate. If you elect to lease the Cookie Equipment, you must sign the designated form of lease agreement (a current copy of which is attached as Exhibit H to the Franchise Agreement)

Type of Fee	Amount	Due Date	Remarks
			and make payments to our affiliate(s) in accordance with the terms of the Equipment Lease. Under the terms of the current Equipment Lease, you must purchase a minimum of 24 cases of Cookie Ingredients per year, with a total commitment of 96 cases over the course of the 4 year Equipment Lease term. If you do not satisfy the minimum purchase requirement, for each case you fail to purchase, you must pay to us or our affiliates $15.
Brand Technology System Support Services (5)	Currently, $0 per year	Annual fee paid in quarterly electronic funds transfer payments 30 days prior to beginning of quarter for annual invoices less than $500. For invoices above $500, fees will be due within 15 days from receipt of invoice	Currently, there are no charges for the services provided under the Brand Technology System Support Services Agreement, however this may change in the future.

All fees are imposed by and are payable to us, unless otherwise noted. All fees are uniformly imposed and are non-refundable, unless otherwise noted.

Notes:

1. Except as otherwise noted in this Item 6, all fees are imposed and collected by and payable to us and our affiliates. All of the fees in the table above are non-refundable and are uniformly imposed. You must use the payment methods we designate. You must furnish us and your bank with any necessary authorizations to make payment by the methods we require. We currently require you to sign the Electronic Debit Authorization Agreement that is attached as Appendix C to the Franchise Agreement.

2. “Net Sales” means all revenue and receipts (including delivery charges) generated by your Restaurant or any support facility associated with its operations, including any and all revenue generated from the sale of menu items and alcohol at the Restaurant itself and/or via the provision of any catering services or “Off-Site Events” activities that your Restaurant conducts or provides (including additional delivery charges). The term “Net Sales” does not include: (i) the amount of any valid and active coupons or similar discounts that a customer redeems in connection with a given sale (except as may be reimbursed by the Company); (ii) the revenue generated by any vending machines and/or games (arcade and other coin-operated attractions) located at the Restaurant, to the extent such revenue constitutes five percent (5%) or less of the Restaurant’s cumulative Net Sales for a given reporting period; (iii) sales taxes levied upon retail sales if franchisee is required to subsequently pay such taxes to the appropriate governmental authorities; (iv) good faith customer refunds; or (v) reasonable costs associated with transactions associated with providing Restaurant employees reasonable meal(s) during their shift/employment with the Restaurant. For purposes of clarification, “Net Sales” may include revenue generated by the vending machines, arcade games and/or other “games” that customers can pay to play while at the Restaurant, to the extent the revenue generated by these attractions is greater than five percent (5%) of the total Net Sales of the Restaurant over the applicable reporting period.

   If you fail to timely report any Net Sales, or Franchisor is unable to access and accurately determine the Net Sales generated by the Restaurant over a given reporting period, then Franchisor may (i) estimate the amount of fees due, and (ii) make a corresponding withdrawal from the EFT Account based on Franchise’s estimate plus 10% of that estimate. If we underestimate any fee due to us under the Franchise Agreement and collect the same from your EFT Account, then we will credit the surplus amounts paid against fees due in the next payment period (once we receive accurate records regarding the Net Sales of the Franchised Business as required by your Franchise Agreement).

3. The transfer fee is (a) $7,500 if the contemplated assignment is to an existing System franchisee that owns and operates a franchised Restaurant pursuant to a franchise agreement with us, or (b) $12,500 in connection with transfers to any other proposed assignee that does not have an active franchise agreement with us.

4. If any payment due to Franchisor is not received in full by the due date, Franchisee agrees to pay Franchisor daily interest on the amount owed, calculated from the due date until paid, at the rate of 18% per annum (or the maximum rate permitted by law, if less than 18%). Franchisee also agrees to pay Franchisor a late fee in the amount of $25 for each week that a payment is paid after the due date for payment. This late fee is subject to increase upon 60 days prior written notice, but will not be increased more than once in any 12 month period.

5. As we require, you must enter into a maintenance and/or support agreement with us, or one of our approved suppliers or vendors, for maintenance of and support for certain items of technology. We currently have a help desk staff that collects and processes your data and provides telephonic Brand Technology System support services pursuant to a Brand Technology System Support Services Agreement, attached to this Disclosure Document.

Area Development Agreement

Type of Fee	Amount	Due Date	Remarks
Transfer Fee	Our then-current administrative fee, which is currently $2,500	Upon our consent to transfer	See Note 1.
Fee to Review Your Securities Offering	Our expenses	Upon demand	See Note 2.
Indemnification	Our cost	Upon demand	See Note 3.

All fees are imposed by and are payable to us, unless otherwise noted. All fees are uniformly imposed and are non-refundable, unless otherwise noted.

Notes:

1. If you transfer your rights under the Area Development Agreement or any interest in the developer, you must pay a fee to reimburse us for our cost to review the application to transfer (including legal and accounting costs and other consultant's fees).

2. If you offer or sell securities (including partnership interests) in your franchise, you must reimburse us for our costs to review the offering (including legal and accounting fees and other consultant's fees).

3. You must pay for any expenses or losses to us and our representatives from your activities under the Area Development Agreement, including any securities offering you may make.

ITEM 7
ESTIMATED INITIAL INVESTMENT

A. Dine-In Model

YOUR ESTIMATED INITIAL INVESTMENT

Type Of Expenditure	Amount		Method Of Payment	When Due	To Whom Payment Is To Be Made
	Low	High			
Initial Franchise Fee[1]	$25,000	$25,000	Lump sum unless we require deposit	At signing of Franchise Agreement	Franchisor
Travel And Living Expenses While Training[2]	$1,500	$3,500	As incurred	As incurred	Airlines, hotels and restaurants
Real Estate And Improvements[3]	$175,000	$600,000	As incurred	As incurred	Contractors, architects

Type Of Expenditure	Amount		Method Of Payment	When Due	To Whom Payment Is To Be Made
	Low	High			
Furniture, Fixture & Equipment[3]	$210,000	$295,000	As incurred	As incurred	Vendors
Point Of Sale Systems and Related Technology[4]	$35,100	$59,000	As incurred	As incurred	Vendor
Opening Inventory/ Smallwares[5]	$12,000	$15,000	As incurred	As incurred	Vendors
Interior Décor Package/ Exterior Signage[6]	$15,000	$35,000	As incurred	As incurred	Vendors
Uniforms	$1,000	$2,000	As incurred	As incurred	Vendors
Insurance[7]	$4,500	$7,000	Lump sum or cash installment	Upon opening or monthly	Insurance company
Additional Funds – 3 Months[8]	$25,000	$50,000	As incurred	As incurred	Vendors, suppliers, employees and others
Total[9]	**$504,100**	**$1,091,500**			

Unless otherwise noted, payments to us are not refundable. We are not able to represent whether or not amounts that you may pay to third parties are refundable.

1. The initial franchise fee is $25,000 for your first Dine-In Model Restaurant, as disclosed more fully in Item 5.

2. This estimate is for the cost of attending initial training at a Restaurant or other venue we designate as your training location. This estimate does not include wages paid to employees attending training. We provide instructors, facilities, and materials for the initial training program at no charge. You must pay the travel and living expenses, wages, and other expenses your trainees incur during initial training. The actual cost will depend on your point of origin, method of travel, class of accommodations, and dining choices.

3. You will have to acquire (by lease or purchase) a suitable site to operate your Restaurant. Generally, leases are for a term of 10 years with 1 or more 5-year options to extend. The amounts specified for leasehold improvements, security deposit, first month's rent, permits

and architects' fees and fixtures and equipment are based on our experience with existing franchisees. These costs may vary depending on the size, condition and location of the leased premises, the landlord's contribution to leasehold improvements, if any, supply and demand for materials and labor in your local area, local building and fire code requirements and requirements of the lease regarding such matters as construction, signage and inflation. If you choose to construct your own building, your construction costs will generally be higher than the cost specified for leasehold improvements. Newly constructed Dine-In Model Restaurants will vary in size and typically range from 2,500 to 5,000 square feet. Permit fees, particularly sewer and water hookup fees, vary significantly and may increase the total cost of required leasehold improvements. The estimated range above is based, in part, on estimates we received from a general contractor that serves as one of our current approved suppliers for such contracting services.

4. Your cost to purchase software includes the point-of-sale system, including hardware and printers; an online ordering system; as well as a technology stack ranging between $35,100 and $59,000. This includes a one-time set up fee of between $2,000 and $3,500 as well as annual fees ranging from $4,200 and $7,800 for security, network and internet, payable directly to the vendor. These figures also include the cost of firewalls, branded email accounts, monitoring and maintenance of the stack and cyber security and monitoring.

4. You must have a supply of flavorings, garnishments, food and beverage products, small kitchen wares, cleaning supplies, paper and packaging supplies, beverage cups and lids, report forms, gift cards and marketing and point-of-sale materials during your operation of the Franchise. We have an approved third-party supplier from which you must purchase these items. The initial costs of the gift card program may range from $100 to $300. If we offer you the opportunity, you must offer and sell cookies as an added menu item. You must: (a) purchase the Cookie Ingredients, and (b) purchase or lease the cookie oven and related equipment (the “Cookie Equipment”) from our affiliate, the cost of which is estimated at approximately $1,440 (the “Cookie Investment”). The estimated range of costs and expenses disclosed in the above table does not include the Cookie Investment.

5. These estimates include the estimated costs for exterior signage and interior branding and décor elements.

6. The cost of insurance may be significantly higher than the estimate depending on such factors as particular state coverage requirements, Restaurant location and your loss history. Workers' Compensation insurance is not included in the above estimate.

7. These miscellaneous start-up costs are our estimate of such costs as deposits for installation of telephones, deposits for gas, electricity and related items, costs for initial marketing including point of sale advertising and promotion materials, initial working capital and initial employee payroll. You may have additional expenses in starting the business. Your actual costs will depend on your management skill, experience and business acumen, your sales figures during the three month period, your ability to follow the Round Table system and local market and economic conditions. Our estimate of the additional funds you may require is based on our experience with existing franchisees. In preparing these estimates, we have relied on the experience of our franchisees, on our own experience as a franchisor, and on the experience of our affiliates that operate Restaurants.

8. This is an estimate of your initial start-up expenses for a single Dine-In Model Restaurant. Your costs may vary from the estimates set forth above if you are opening a Dine-In Model that is a Non-Traditional Location. In preparing these estimates, we have relied on the experience of our franchisees, on our own experience as a franchisor, and on the experience of our affiliates that operate Dine-In Model Restaurants. You should review these figures carefully with a business advisor before making any decision to purchase the franchise. Neither we nor any of our affiliates offer direct or indirect financing for any part of the initial investment.

B. Delivery Carry Out Unit Model (or DCU Model)

YOUR ESTIMATED INITIAL INVESTMENT

Type Of Expenditure	Amount		Method Of Payment	When Due	To Whom Payment Is To Be Made
	Low	High			
Initial Franchise Fee[1]	$25,000	$25,000	Lump sum unless we require deposit	At signing of Franchise Agreement; We may require 50% deposit before signing Franchise Agreement for new franchisees and balance on signing Franchise Agreement	Franchisor
Travel And Living Expenses While Training[2]	$1,500	$3,500	As incurred	As incurred	Airlines, hotels and restaurants
Real Estate And Improvements[3]	$115,000	$175,000	As incurred	As incurred	Contractors, architects
Furniture, Fixtures & Equipment[3]	$145,000	$195,000	As incurred	As incurred	Vendors
Point Of Sale Systems and Related Technology[4]	$35,100	$59,000	As incurred	As incurred	Vendor
Opening Inventory/ Smallwares[5]	$7,500	$10,000	As incurred	As incurred	Vendors

Type Of Expenditure	Amount		Method Of Payment	When Due	To Whom Payment Is To Be Made
	Low	High			
Interior Décor Package/ Exterior Signage[6]	$8,500	$17,000	As incurred	As incurred	Vendors
Uniforms	$1,000	$2,000	As incurred	As incurred	Vendors
Insurance[7]	$4,300	$7,000	Lump sum or cash installment	Upon opening or monthly	Insurance company
Additional Funds – 6 Months[8]	$25,000	$50,000	As incurred	As incurred	Vendors, suppliers, employees and others
Total[9]	**$347,300**	**$505,250**			

All amounts in Item 7 are estimates only. Actual costs will vary for each franchisee and each location depending on a number of factors. Unless otherwise noted, payments to us are not refundable.

Notes:

1. The initial franchise fee is $25,000 for your first DCU Model Restaurant, as described more fully in Item 5.

2. This estimate is for the cost of attending initial training at a Restaurant or other venue we designate as your training location. This estimate does not include wages paid to employees attending training. We provide instructors, facilities, and materials for the initial training program at no charge. You must pay the travel and living expenses, wages, and other expenses your trainees incur during initial training. The actual cost will depend on your point of origin, method of travel, class of accommodations, and dining choices.

3. You will have to acquire (by lease or purchase) a suitable site to operate your Restaurant. Generally, leases are for a term of 10 years with 1 or more 5-year options to extend. The amounts specified for leasehold improvements, security deposit, first month's rent, permits and architects' fees and fixtures and equipment are based on our experience with our affiliate's existing DCU Model Restaurant. These costs may vary depending on the size, condition and location of the leased premises, the landlord's contribution to leasehold improvements, if any, supply and demand for materials and labor in your local area, local building and fire code requirements and requirements of the lease regarding such matters as construction, signage and inflation. If you choose to construct your own building, your construction costs will generally be higher than the cost specified for leasehold improvements. Newly constructed DCU Model Restaurants will vary in size and typically range from 1,000 to 1,700 square feet with seating for zero to 15 customers. The estimated range above is based, in part, on estimates we received from the general contractor that

serves as our current approved supplier for such contracting services. Permit fees, particularly sewer and water hookup fees, vary significantly and may increase the total cost of required leasehold improvements. The estimated range above is based, in part, on estimates we received from a general contractor that serves as one of our current approved suppliers for such contracting services.

4. Your cost to purchase software includes the point-of-sale system, including hardware and printers; an online ordering system; as well as a technology stack ranging between $35,100 and $59,000. This includes a one-time set up fee of between $2,000 and $3,500 as well as annual fees ranging from $4,200 and $7,800 for security, network and internet, payable directly to the vendor. These figures also include the cost of firewalls, branded email accounts, monitoring and maintenance of the stack and cyber security and monitoring.

5. You must have a supply of flavorings, garnishments, food and beverage products, small kitchen wares, cleaning supplies, paper and packaging supplies, beverage cups and lids, report forms, gift cards and marketing and point-of-sale materials during your operation of the Franchise. You may buy these items from us, our affiliates, or various other vendors or suppliers. The initial costs of the gift card program may typically range from $100 to $300. If we offer you the opportunity, you must offer and sell cookies as an added menu item. If you elect to offer and sell cookies as an added menu item, you must: (a) purchase the Cookie Ingredients, and (b) purchase or lease the Cookie Equipment from our affiliate, the cost of which is estimated at approximately $1,440. Because this is an optional add-on menu item, the estimated range of costs and expenses disclosed in the above table does not include the Cookie Investment.

6. These estimates include the estimated costs for exterior signage and interior branding and décor elements.

7. The cost of insurance may be significantly higher than the estimate depending on such factors as particular state coverage requirements, Restaurant location and your loss history. Workers' Compensation insurance is not included in the above estimate.

8. These miscellaneous start-up costs are our best estimate of such costs as deposits for installation of telephones, deposits for gas, electricity and related items, costs for initial marketing, including point of sale advertising and promotion materials, initial working capital and initial employee payroll. You may have additional expenses in starting the business. Your actual costs will depend on your management skill, experience and business acumen, your sales figures during the six month period, your ability to follow the Round Table system and local market and economic conditions. Our estimate of the additional funds you may require is based on our experience with existing franchisees.

8. This is an estimate of your initial start-up expenses for a single DCU Model Restaurant. Your costs may vary from the estimates set forth above if you are opening a DCU Model Restaurant from a Non-Traditional Location. In preparing these estimates, we have relied on the experience of our franchisees, on our own experience as a franchisor, and on the experience of our affiliates that operate DCU Model Restaurants. You should review these figures carefully with a business advisor before making any decision to purchase the franchise. Neither we nor any of our affiliates offer direct or indirect financing for any part of the initial investment.

C. Area Development Agreement (For Development of 3 Restaurants, with the First Restaurant a Dine-In Model)

YOUR ESTIMATED INITIAL INVESTMENT

Type Of Expenditure	Amount		Method Of Paymen t	When Due	To Whom Payment Is To Be Made
	Low	High			
Development Fee (for Right to Develop Three (3) Restaurants)[1]	$15,000	$15,000	Lump Sum	Upon execution of the Development Agreement	Franchisor
Subsequent Franchise Fee for Initial Restaurant[2]	$20,000	$20,000	Lump Sum	Upon execution of the Franchise Agreement for your initial Restaurant	Franchisor
Initial Investment for Your Initial Franchise[3]	$504,100	$1,091,500	This is the estimated initial investment associated with opening and commencing operations of your initial Restaurant within the Development Area and is based on the assumption that this Restaurant will be a Dine-In Model. Please see Chart 7(A) above for more details on this estimated investment.		
Total[4]	**$539,100**	**$1,126,500**			

All amounts in Item 7 are estimates only. Actual costs will vary for each franchisee and each location depending on a number of factors. These costs may vary significantly if a Restaurant is in a non-traditional location. Unless otherwise noted, payments to us are not refundable.

Notes:

1. The Development Fee will vary based on the number of Restaurants that you agree to develop, regardless of what Model you determine to develop within your Development Area. The Development Fee amounts to the sum of $5,000 per Restaurant to be opened under your ADA with a minimum of three Restaurants. You must sign the Franchise Agreement governing the initial Restaurant you must develop pursuant to your Development Schedule at the same time you sign your ADA.

2. At the time you sign a Franchise Agreement for the initial Restaurant to be developed, you must pay us a Subsequent Franchise Fee amounting to $20,000. Since you are executing this Franchise Agreement at the same time as your ADA, we have included the corresponding Subsequent Franchise Fee in the Chart above. We did not include the Subsequent Franchise Fee associated with any other Restaurants you might be granted

the right to develop under an ADA because you will not likely incur those fees until after you have opened and operated your initial Restaurant for a period of three (3) months.

3. This figure represents the total estimated initial investment required to open the initial Restaurant you are required to develop under an ADA, and is based on the assumption that this Restaurant will be a Dine-In Model. This range includes all the estimated fees set forth in Chart 7(A), except for the Initial Franchise Fee described in that Chart because you must only pay the appropriate Subsequent Franchise Fee (see Item 5 for additional details) for each Restaurant you are required to develop under your ADA once the Development Fee is paid. This estimate will change if your initial Restaurant you determine to develop within your Development Area is a Model other than a Dine-In Model.

4. This total estimate set forth in Chart 7(C) above encompasses the development fee you might incur in connection with signing an ADA to open three (3) Restaurants, as well as the total investment to open and commence operations of your initial Restaurant if that Restaurant is a Dine-In Model. It does not include any of the costs you will incur in opening any additional Restaurant that you will be required to open and operate within the Development Area, because these costs will not likely be incurred during the first three months of operating your initial Restaurant. Your total initial investment under an ADA will vary from the figure described in the Chart above based on: (i) the number and type of Restaurant Model(s) we grant you the right to open and operate within your Development Area; and (ii) the Model Restaurant you determine to develop first within your Development Area.

ITEM 8
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

You must operate the Restaurant according to our standards and specifications, which may regulate, among other things: the types, models, and brands of products, fixtures, furniture, vehicles, furnishings, signs, other equipment and supplies you must use in operating the Restaurant; unauthorized and prohibited products, equipment, and services; inventory requirements; and designated and approved suppliers of products and other items. You must use a real estate broker that we designate or otherwise approve to assist you to locate the premises for your Restaurant and assist you to negotiate a lease or purchase of the premises for your Restaurant.

Authorized Products and Services. You may offer for sale in the Restaurant only the products and services that we have approved in writing, as stated in the Manuals. You must offer the specific brand and/or product "mix" that we require in the Manuals, determined either by percentage of inventory stocked or percentage of your Restaurant's retail space. We may, in our sole discretion, change these specifications periodically, change the authorized products and services at our discretion, and designate specific products or services as optional or mandatory. You must offer all items that we designate as mandatory. You may sell products only in the varieties, forms, and packages that we have approved. If we revoke approval of a previously-approved product that you have been selling, you may continue to sell the product only from your existing inventory for up to 30 days following our disapproval. We have the right to shorten this 30 days if, in our opinion, the continued sale of the product would prove detrimental to our reputation.

We can require that products, supplies, equipment, and services that you purchase for resale or use in your Restaurant: (i) meet specifications that we establish from time to time; and/or

(ii) be purchased only from suppliers who can meet such specifications or service providers that we have expressly approved; and/or (iii) be purchased only from a single source that we designate (which may include us or our affiliates or a buying cooperative we or our affiliates organize). We can impose purchasing restrictions for any reason, including to control the quality and consistency of the merchandise and to facilitate volume-discount pricing arrangements.

We currently have approved or designated suppliers for the following items or services that you must purchase in connection with your Restaurant: (i) certain inventory items (i.e., dough mixes, sauces, spice blends, Cookie Ingredients and Cookie Equipment (if you sell cookies as an add-on menu item) and other ingredients) and other "proprietary products" necessary to prepare the Approved Products, as well as certain beverages you are authorized to sell as Approved Products at your Restaurant; (ii) point of sale system (or "POS System"), hardware and ongoing software license, as well as credit card and gift card processing services; (iii) marketing materials and/or promotional items we designate for use in connection with the System from time to time; (iv) other computer hardware and software comprising the "POS System" you use in connection with your Restaurant operations; (v) certain exterior signage and interior branding and décor elements; (vi) certain furniture, fixtures and equipment, as well as millwork, necessary to buildout and equip your Restaurant initially; and (vii) the programs and services we describe more fully below in this Item 8.

You must purchase or lease and maintain, at your own expense, only those brands, types, makes and/or models of POS Systems (defined in Item 11) that we specify. Our standards and specifications for the POS System may include, without limitation, configurations, programming and support and service processes. We may periodically modify specifications for and components of the POS System. You may not use any hardware or software system or component in connection with the POS System that we have not approved for your use.

As we require, you will enter into a maintenance and/or support agreement with us, one of our affiliates, or one of our approved suppliers or vendors, for the provision of maintaining and supporting the POS System or any part thereof. We may charge you a fee if we provide maintenance and/or support services. We currently have a help desk staff that collects and processes your data and provides certain support services pursuant to a Brand Technology System Support Services Agreement, which is attached to this Disclosure Document. Under the Brand Technology System Support Services Agreement, you must pay us for the support services, subject to change. The fee depends on what services and options you choose for your Restaurant. Currently there is no charge for these services.

Your purchase of the proprietary parts of the system will represent 3-5% of all of your purchases to establish your Restaurant.

We have an electronic gift card program and you must participate in this program. The gift cards will typically be available in all Restaurant Models and may also be available for sale at certain third-party retail locations, such as grocery Restaurants, drug Restaurants, etc. This may require you to expend amounts on equipment and/or pay ongoing gift card processing fees to our then-current approved supplier. Currently, our approved supplier for credit card processing also provides gift card processing as part of credit card processing fees that are paid by our System franchisees. You must ensure that you comply with our then-current procedures and policies regarding the offer, sale and redemption of gift cards as we set forth in our Manuals or otherwise in writing, including those related to (a) where the funds paid for gift cards will be remitted until such gift cards are redeemed, and (b) how the funds are subsequently remitted to the appropriate

Restaurant owner(s) and/or the owner of the third-party location where such card(s) were purchased upon redemption.

We have the right to require you to provide delivery services to customers and you must ensure you have proper staffing to provide these delivery services, unless we agree otherwise that you may engage one of our recommended or approved third-party delivery services to perform or assist you in performing delivery within your permitted delivery area (the "Delivery Area"). You may incur certain costs for delivery and other program fees in connection with such delivery services. All deliveries of products that you purchase for use or resale at your Restaurant must be delivered only to the approved Site of your Restaurant. You may not have products delivered to any other address. If you violate this restriction, we will have the right to contact your suppliers and/or distributors to notify them that your deliveries may only be made to the Restaurant. In this event, we will not be liable to you for any damages that may result from our notification to your suppliers and/or distributors. You may not offer for sale any products that you are authorized to sell in your Restaurant at any location other than your Restaurant (except for approved delivery services) or otherwise in compliance with your Franchise Agreement. We have the right to automatically order and ship to you, and you must timely pay for, "convenience shipments" of certain goods, including inventory and promotional items needed for limited time offers, special promotions, etc. Costs for in-Restaurant POP (point of purchase) materials and in-Restaurant signage may be covered in whole or in part through the Marketing Fund, while costs for printing of coupons and flyers are normally paid by the franchisee (with these costs counting toward fulfillment of the required local marketing spending requirement). Other costs incurred, which would vary from promotion to promotion, include the cost of ingredients related to the making of promotional products, and any special packaging, wraps or boxes. The amount of these costs will vary based on the volume of sales of the promotional item(s) and duration of the promotion. These costs are a part of a franchisee's normally occurring costs of goods sold and are not expected to be material to a franchisee's operations.

We may authorize you to offer and sell optional menu items, including, without limitation, from brands that may be affiliated with us, subject to your compliance with any and all participation requirements imposed by us and, if applicable, our affiliate and your execution of any agreements designated by us and, if applicable, our affiliate. If we offer you the opportunity, you must add cookies to your menu. Franchisees who offer cookies as an added menu item are required to: (a) purchase or lease the Cookie Equipment oven from our affiliate, GAC Management; (b) purchase Cookie Ingredients from our affiliate, GAC Supply; and (c) commit to offer and sell cookies for a minimum four-year period. We and/or our affiliates will derive revenue (to include rebates and other material consideration) on account of these purchases and leases and may impose mark-ups on products and equipment sold to and/or leased by franchisees. If you offer cookies as an add-on menu item, the total amount you are required to pay to us and/or our affiliates for the Cookie Equipment is $1,440 and the price per case of Cookie Ingredients is $15.

We or our affiliates also may license various paper manufacturers or distributors to produce branded or proprietary paper products that you must purchase for your Restaurant.

We require you to offer customers free Internet access at your Restaurant. All in-Restaurant computer systems with integrated credit card processing and all credit/debit card terminals must be fully PCI ("Payment Card Industry") compliant and engage in end to end encryption with tokenization.

To the extent that we establish specifications, require approval of suppliers or service providers, or designate specific suppliers or service providers for particular items or services, we will publish our requirements in the Manuals. We may at any time change, delete, or add to any of our specifications or quality standards. These modifications, however, will generally be uniform for all franchisees. Except as described in the Brand Technology System Support Services Agreement, neither we nor any of our affiliates are currently approved sources for any equipment, supplies, fixtures, inventory, real estate or other items that you must purchase to operate your Restaurant. We will provide you with non-proprietary specifications and standards through the Manuals, online communications or otherwise in writing. We provide our suppliers with specifications that include standards for quality, appearance, performance and design which we may modify in our discretion. The cost of items purchased according to specifications represents 100% of your total purchases for establishing your Restaurant and on an ongoing basis.

Approval Process. If you would like to offer products or use any supplies, equipment, or services that we have not approved or to purchase from a supplier or service provider that we have not approved, you must submit a written request for approval and provide us with any information that we request. We have the right to inspect the proposed supplier's facilities and test samples of the proposed products and to evaluate the proposed service provider and the proposed service offerings. You agree to pay us the reasonable cost of the inspection and our actual cost of testing the proposed product and/or evaluating the proposed service or service provider, including personnel and travel costs, whether or not the item, service, supplier, or service provider is approved. We have the right to grant, deny, or revoke approval of products, services, suppliers, or service providers based solely on our judgment. We will notify you in writing of our decision as soon as is practicable following our evaluation. You will receive our approval or disapproval within 90 days after submitting all of the information that we request. We reserve the right to re-inspect any approved supplier's facilities and products and to reevaluate any service provider's services and to revoke approval on the supplier's or service provider's failure to meet any of our then-current criteria. If you receive a notice of revocation of approval, you must stop purchasing the formerly-approved product or service or any products or services from the formerly-approved supplier or service provider and you must dispose of your remaining inventory associated with the former Approved Products or Approved Services. We will provide you with our criteria for approving a new supplier at your written request.

Insurance. You must maintain at your expense, in full force and effect throughout the term of the Franchise Agreement, the types of insurance and the minimum policy limits stated in the Manuals. Here is a basic overview of the primary insurance coverages and coverage amounts you must obtain and maintain in connection with your Restaurant: (i) Commercial General Liability Insurance, including Contractual Liability, Products-Completed Operations, Personal and Advertising Injury and Liquor Liability with minimum limits of liability for each type of insurance of \$1,000,000 General Aggregate; (ii) \$1,000,000 Products-Completed Operations Aggregate; (iii) \$1,000,000 Personal and Advertising Injury, \$1,000,000 Each Occurrence; (iv) \$50,000 Fire Damage; (v) \$1,000 Medical Expense; (vi) \$1,000,000 Liquor Liability (unless you are operating a Restaurant that is not authorized to offer alcohol of any kind); (vii) automobile liability insurance, including, without limitation, contractual liability coverage, liability coverage for autos owned, hired or borrowed ("owned auto" and "hired auto" coverage, respectively) and liability coverage for autos 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 \$2,000,000 per occurrence; (viii) Worker's Compensation Insurance as required by applicable law; (ix) Employers' Liability Insurance with minimum limits of \$1,000,000; (x) Umbrella Liability Insurance with minimum limits of \$2,000,000; and (xi) any other or increased amounts of insurance which we may, from time to time, require.

We have the right to modify, supplement or otherwise update our then-current insurance coverage requirements for all or certain Restaurant Models upon via an update to the Manuals or other written notice to you. The insurance policy or policies must be in effect before you begin construction and/or development of the Restaurant. The insurance policy or policies must protect you, us, our affiliates, and our respective, past, present, and future officers, directors, owners, managers, members, stockholders, affiliates, employees, consultants, attorneys, and agents against any loss, liability, personal injury, death, property damage or expense arising out of or occurring on or involving the condition, operation, use, or occupancy of the Restaurant. You must have us and any affiliate we designate named as an additional insured under each policy, except for policies required by statute in your jurisdiction, such as workers' compensation and employer's liability insurance policies. We may require additional types of coverage or increase the required minimum amount of coverage on reasonable notice. On our request or as stated in the Manuals, you must provide us with certificates of insurance evidencing the required coverage. Your insurer(s) must commit not to cancel or amend the policy or policies without at least 30 days' prior written notice to us. If you fail to obtain and maintain insurance coverage as the Franchise Agreement requires, we have the right, but not the obligation, to obtain the required insurance for you and to charge you for the cost of the insurance plus a reasonable fee for our services in procuring the insurance, which may be debited to your account by electronic debit.

Remodeling. You must, from time to time, make such cost-effective improvements or alterations to your Restaurant as we reasonably require, including when we designate brand updates, in order for the Restaurant to meet our then-current System specifications (which shall be published in the Manuals or otherwise in writing by us) for the furnishings, fixtures, equipment, finishes (such as paint), signage, menu displays and Restaurant facility.

Computer System. You must purchase the POS System that meets our specifications, including computer hardware, software, point of purchase system, inventory control system, and network connections. The component parts of the POS System must be purchased from approved suppliers.

Test Products. Periodically, we will conduct market research and testing to determine consumer trends and the salability of new food or non-food products and services. We may require multiple Restaurants, including your Restaurant, to participate in any market research programs or test marketing of new products and services. We will require those Restaurant to provide us with timely reports and any other relevant information we request for the market research. Those Restaurants participating in market research programs, will be required to purchase a reasonable quantity of reasonably priced test products, and will be required to effectively promote and make a reasonable effort to sell test products. The amount that such Restaurants pay for the test products will not reduce their respective obligations to pay Advertising Contributions.

We may test various products, new packaging items, technology platforms and/or equipment during each year. We use commercially reasonable efforts to avoid having a specific Restaurant participate more than 4 times per year (once per quarter). If your Restaurant is one of the Restaurants participating in one of these tests, your Restaurant will pay for the cost of the ingredients and the labor required for the test. If the test is for new equipment, participating Restaurants generally will not pay for the cost of the equipment unless and until the equipment is adopted as part of the System. These costs are expected to be immaterial to the testing Restaurants operations. Currently, tests typically last 4 to 8 weeks.

Revenue from Purchases. None of our officers owns an interest in any of the suppliers, except that officers may periodically own small interests in suppliers that may be publicly held. We and our affiliates reserve the right to generate or otherwise derive revenue or other material consideration from any of your required purchases of equipment, products, and supplies, which may include amounts paid to us (a) directly by our System franchisees for products or services that we or our affiliates provide, and/or (b) rebates or other consideration we receive from third-party suppliers.

We have negotiated arrangements with system suppliers of certain packaging services, beverage products and vending machines. As of the issuance date of this Disclosure Document: (a) a System supplier of packaging services has agreed to pay to the Round Table Owner's Association ("RTOA") rebates based on a percentage of franchisee purchases; (b) a System supplier of certain beverage products has agreed to pay: (i) a fixed amount per gallon of products purchased for the purpose of mutual marketing of the product supplier and the System, and (ii) to the RTOA up to a certain amount based on a fixed amount per gallon of products purchased by franchisees; (c) another System supplier of certain beverage products has agreed to pay: (i) a fixed amount per gallon of products purchased by franchisees for the purpose of marketing franchise locations, and (ii) to the RTOA up to a certain amount to be used for convention purposes based on a fixed amount per gallon of products purchased by franchisees; and (d) a System supplier of vending machines has agreed to pay us rebates based on a percentage of gross proceeds from non-bulk self-vending machines and vending merchandise machines at franchise locations.

In the year ended December 25, 2022, we derived approximately $39,500.40 from suppliers based on purchases made by System franchisees, or 0.001% of our total gross revenue of $34,176,019.51 generated over this past year. Otherwise, neither we nor our affiliates have derived any revenue from system franchisee purchases in our past fiscal year(s) ending December 25, 2022.

Our current System practices and policies regarding such derived revenue includes the following:

If the revenue we specifically derive from third-party suppliers on account of franchisee purchases is greater than 3.8% of total gross revenues during any fiscal year, we will agree to allocate any amounts that are in excess of this 3.8% to the Marketing Fund (described more fully in Item 11 of this Disclosure Document). If the Round Table Owners Association or 51% or more of all Round Table Pizza franchisees make a written request within 90 days after our fiscal year end, we will provide disclosure to an independent auditor that will permit verification of the revenue amount that we were paid from suppliers of our proprietary products over our past fiscal year. The auditor will verify whether this revenue amount exceeded 3.8% of our gross revenue during the fiscal year and report this information to the requesting party(ies). The reasonable cost of the verification process shall be borne by the requesting party(ies), unless the verification discloses a material error or omission by us that results in an understatement of revenue, in which case the cost of the verification process shall be borne by the Company. The auditor will maintain supplier information as confidential. We and our officers, directors and affiliates will not receive revenue, payments or commissions from suppliers on account of sales of non-proprietary products to franchisees.

Cooperatives and Purchase Arrangements. We are not involved in any purchasing or distribution cooperatives. We may, but are not obligated to, negotiate purchase arrangements with suppliers for the benefit of franchisees.

We do not provide any material benefits to franchisees (for example, renewal or granting additional franchises) based on their purchase of particular products or services or use of particular suppliers.

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.

	Obligation	Section in Agreement	Disclosure Document Item
a.	Site selection and acquisition/lease	Sections 6(a), 7(a) and 7(b) of Franchise Agreement; Section IV of Area Development Agreement; Section 12 of the Addendum for Non-Traditional Locations	Items 7 and 11
b.	Pre-opening purchases/leases	Section 7 of Franchise Agreement	Items 7, 8 and 11
c.	Site development and other pre-opening requirements	Sections 7(a), (b), (c), (d), (e) and (g) of Franchise Agreement	Items 7, 8 and 11
d.	Initial and ongoing training	Sections 6(b) and 6(e) of Franchise Agreement	Items 6, 7 and 11
e.	Opening	Sections 6(a) and 7 of Franchise Agreement	Item 11
f.	Fees	Sections 5, 6(b), 7(b), 7(p), 7(v), 7(y), 9(g) and 23 of Franchise Agreement; Sections II, VIIF and XC of the Area Development Agreement; Sections 6, 7, 8 and 9 of the Addendum for Non-Traditional Locations	Items 5, 6, 7, 8 and 11
g.	Compliance with standards and policies/Operating Manual	Sections 6(c) and 7 of Franchise Agreement; Sections 14 and 15 of the Addendum for Non-Traditional Locations	Items 7, 8, 11, 13, 14, 15 and 16
h.	Trademarks and proprietary information	Sections 7(g), (h), (s) and (z) of Franchise Agreement	Items 13, 14 and 15

	Obligation	Section in Agreement	Disclosure Document Item
i.	Restrictions on products/services offered	Section 7 of Franchise Agreement	Items 8 and 16
j.	Warranty and customer service requirements	Sections 7(g), (i), (j), (k), (m) and (n) of Franchise Agreement	Not Applicable
k.	Territorial development and sales quotas	Section IV of Area Development Agreement	Items 1, 5 and 12
l.	Ongoing product/service purchases	Section 7(g) of Franchise Agreement; Section 2 of Cookie Equipment Lease (if applicable)	Items 8 and 16
m.	Maintenance, appearance and remodeling requirements	Section 7 of Franchise Agreement; Section 5 of Cookie Equipment Lease (if applicable)	Items 7, 8 and 11
n.	Insurance	Section 7(w) of Franchise Agreement	Items 7 and 8
o.	Advertising	Sections 5(c), 6(h) and 7(r) of Franchise Agreement	Items 6, 7, 8 and 11
p.	Indemnification	Sections 7(y), 9(i) and 10 of Franchise Agreement; Sections VIIF and XC of Area Development Agreement; Section 11 of Cookie Equipment Lease (if applicable)	Item 6
q.	Owner's participation/ management/staffing	Sections 7(i), (j) and (m) of Franchise Agreement; Section VB of Area Development Agreement	Items 11 and 15
r.	Records and reports	Sections 5(e), 7(j), (o) and (v) of Franchise Agreement	Items 6 and 17
s.	Inspections and audits	Sections 6(h), 7(u) and (v) of Franchise Agreement	Items 6 and 11
t.	Transfer	Section 9 of Franchise Agreement; Section VII of Area Development Agreement; Sections 19, 20, 21 and 22 of the Addendum for Non-Traditional Locations	Items 6 and 17

	Obligation	Section in Agreement	Disclosure Document Item
u.	Renewal	Section 4 of Franchise Agreement; Sections 4 and 5 of the Addendum for Non-Traditional Locations	Item 17
v.	Post-termination obligations	Section 11 of Franchise Agreement	Item 17
w.	Non-competition covenants	Section 8 of Franchise Agreement; Section VIII of Area Development Agreement	Item 17
x.	Dispute resolution	Sections 4(a)(iii)(F), 11(j), 19 and 26 and Exhibit B of Franchise Agreement; Section XIII of Area Development Agreement	Item 17
y.	Other - Guarantee	Section 21(c) of Franchise Agreement; Attachment No. 1 to Franchise Agreement	Item 15

ITEM 10
FINANCING

If we offer you the opportunity, you must offer or sell cookies as an added menu item. However, you will have the option to purchase or lease the Cookie Equipment from our affiliate, GFG Management, LLC (“GFG”). If you elect to lease the Cookie Equipment, you must sign the designated form of lease agreement (a current copy of which is attached as Exhibit H to the Franchise Agreement) and make payments to GFG in accordance with the terms of the Equipment Lease. Under the terms of the current Equipment Lease, you must purchase a minimum of 24 cases of Cookie Ingredients per year at a price of $15 per case, with a total commitment of 96 cases over the course of the 4-year Equipment Lease term for a grand total of $1,440. There is no prepayment penalty if you elect to prepay the entire $1,440. If you default under the Equipment Lease, the following penalties will apply: (i) if do not satisfy the minimum purchase requirement, for each case you fail to purchase, you must pay to us or our affiliates $15 on or before the date the Equipment Lease terminates or expires; (ii) if you fail to cure a noticed default under the Equipment Lease within 10 days, GFG may cure the default and add the cost of the action to your financial obligations under the Equipment Lease, or declare you in default, in which event GFG may (as permitted by law), re-take possession of the equipment. Default under the Equipment Lease does not trigger default or termination under the Franchise Agreement. The Equipment Lease includes an arbitration clause, limitation of liability provision, disclaimer of warranties and exclusion of damages clause. The Equipment Lease does not include a confession of judgment, nor does it require you to waive defenses or legal rights. As of the issuance date of this Disclosure Document, (a) you are not obligated to pay any interest or late fees under the Equipment Lease; (b) no person other than the franchisee is required to personally guarantee the debt; and (c) it is not GFG’s intention to sell, assign or discount to a third party all or any part of the Equipment Lease arrangement. We do not currently receive any consideration on account of your Equipment Lease.

Except as disclosed above, neither we nor any agent or affiliate offers direct or indirect financing to you, guarantees any note, lease or obligation of yours, or has any practice or intent to sell, assign or discount to a third party all or any part of any financing arrangement of yours.

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 Pre-Opening Obligations

Before you begin operating your Restaurant:

1. Designate Areas. We will discuss and designate your mutually agreed upon (a) Site Selection Area in your Franchise Agreement, or (b) if you sign an Area Development Agreement, your Development Area. (Franchise Agreement - Section 1.1, Area Development Agreement - Section 1).

2. Site Selection Assistance. You must use a real estate broker that we designate or otherwise approve to assist you to locate the premises for your Restaurant and assist you to negotiate a lease or purchase of the premises for your Restaurant. We will provide you with counseling, and assistance that we consider necessary and appropriate. Under the terms of your Franchise Agreement, you are contractually obligated to identify and secure a suitable site for the Restaurant. You will be the tenant under your lease. We will not own or lease the premises for you. Within 180 days after the Franchise Agreement's effective date and before entering into any lease or purchase agreement for the site, you must submit to us a submittal package describing details about the proposed site and provide any other information that we reasonably require. We will review your submittal package for your proposed site and determine whether to accept your proposed site. We will conduct an on-site evaluation if we consider it necessary and appropriate as part of our evaluation of your submittal package. If we determine that on-site evaluation is necessary and appropriate (on our own initiative), we will provide the evaluations (up to 2 days unless we agree otherwise) at our own expense. Generally, we consider the following factors in accepting a Restaurant location: high foot traffic, visibility, complementary tenant mix in the shopping center, demographically dense primary retail trade populace, reasonable rent, adequate square footage, proper exposure within the demographic trade area and a retail-oriented shopping center. If we accept the proposed site and you obtain it, we will insert a description of the specific location on Exhibit A – Data Sheet to the Franchise Agreement. We will accept or reject a site within 20 business days after receiving your complete submittal package. If we fail to give you our decision within 20 business days, the proposed site is deemed to be rejected. If we reject your proposed site, you may propose another site; however, your Restaurant must be open for business within 12 months after we sign the Franchise Agreement. If you fail to meet this deadline for any reason, including your failure to propose a site that we accept, and we do not agree to extend the deadline, we will have the right to terminate your Franchise Agreement. If you sign an Area Development Agreement, we will approve the locations of future Restaurants based on our then-current standards in each applicable Franchise Agreement. (Franchise Agreement – Sections 6(a) and 7(a); Area Development Agreement – Section 3.1)

3. Site Lease. Before you make a binding commitment to purchase, lease, or sublease a site you must sign a franchise agreement. (Franchise Agreement - Section 7(b))

4. Plan Specifications; Review of Proposed Plan. While we provide you with our then-current specifications and standards for the design, layout and buildout of a Restaurant for the Model type you are being licensed hereunder in the Manuals or otherwise in writing, to the extent the foregoing have been reduced to writing (the "Plan Specifications"), you are responsible for using, and ensuring compliance with, the Plan Specifications when preparing a proposed plan for the design, layout and buildout of your Restaurant with your architect and construction providers at your expense (the "Proposed Plan"). You must construct and otherwise establish your Restaurant in strict accordance with the Proposed Plan that we approve in writing (the "Plan" or "Plans"), and must demonstrate that you have an approved Plan prior to obtaining any construction permits or commencing any construction. (Franchise Agreement - Section 7(d))

5. Initial Training. We will provide initial training on the System, brand standards, policies and procedures to you (or your manager, if you are an Entity), your initial manager of the Restaurant (the "Manager"), and any other employees that we designate. (Franchise Agreement – Section 6(b))

6. Opening Assistance. Before the opening of the Restaurant and on your written request, we will provide you with initial on-site assistance at the Restaurant premises and at our expense. (Franchise Agreement - Section 6(b))

7. Manuals. We will furnish you with one copy of, or electronic access to, our Manuals, on loan for as long as the Franchise Agreement or a successor franchise agreement remains in effect. We reserve the right to furnish all or part of the Manuals to you in electronic form and to establish terms of use for access to any restricted portion of our Website. (Franchise Agreement – Section 6(c))

8. Pricing. We are not obligated to provide any assistance in establishing prices.

We will also provide you with a list of approved suppliers. We do not deliver or install any required items to you. We estimate that the typical length of time between signing a Franchise Agreement and opening your Restaurant is about 9-12 months. Factors affecting this length of time include, among others: ability to select a site and negotiate a satisfactory lease; hiring of the requisite employees; successful completion of initial training; local ordinances or community requirements; delivery of fixtures, equipment, and signs; the availability of inventory; issuance of all necessary licenses, permits and approvals; and procuring required insurance. You must open the Restaurant within 12 months after we sign the Franchise Agreement and within 120 days after your landlord delivers possession of the site to you. (Franchise Agreement – Section 7(a))

Ongoing Assistance

During the operation of your Franchise:

1. Additional Training. We may periodically conduct advanced training programs for you, your Managers, and/or your employees at our office or another location that we designate. We may provide additional training in person, by webinar, online training modules or by any other means, as we determine. During all training, you are responsible for any travel and living expenses, wages, and other expenses your trainees incur. (Franchise Agreement - Section 6(b)(iii))

2. Marketing. We may from time to time formulate, develop, produce, and conduct marketing or promotional programs in any form and media we determine to be most effective through expenditures from the Marketing Fund. We may make available to you, without charge or at a reasonable cost, approved marketing and promotional materials, including signs, posters, collaterals, etc. that we have prepared. (Franchise Agreement - Section 6(h)

3. Review Marketing. We will review your requests for approval of any promotional materials and marketing you wish to use or produce. If you do not receive our written approval within 10 business days from the date we receive the material, the material is deemed rejected. (Franchise Agreement - Section6(r))

4. Fund Management. We will administer the Fund as described below in this Item. (Franchise Agreement - Section 6(h))

5. Review Products and Suppliers. We will review your requests for approval of products, supplies, equipment, or suppliers. (Franchise Agreement - Section7(g)(iv))

6. Requested Consulting Services. We will provide you with additional consulting services for the operation of the Restaurant on your reasonable request and subject to the availability of our personnel at a mutually convenient time. We will make available to you information about new developments, techniques, and improvements in the areas of merchandising, marketing, management, operations, and Restaurant design. We may provide these additional consulting services through the distribution of printed or filmed material, an Intranet or other electronic forum, meetings or seminars, teleconferences, or in person. If these services are rendered in person other than at our offices. (Franchise Agreement - Section 6(f))

7. Manuals Updates. We may amend, modify, or supplement the Manuals at any time, if the amendments, modifications, or supplements will, in our good faith opinion, benefit us or our existing and future franchisees or will otherwise improve the System. You must comply with revised standards and procedures within 30 days after we transmit the updates. (Franchise Agreement - Section 6(c))

8. Inspections. We may inspect the operation, premises and inventory of the Restaurant and advise you of the results of each inspection. We may retain a third party to conduct these inspections. (Franchise Agreement - Section 7(u))

9. Relocation Review. We will evaluate sites to which you propose to relocate your Restaurant. (Franchise Agreement - Section 2(i))

Advertising

General. You must submit to us in writing for our prior approval all sales promotion materials and marketing materials (including internet based or social media marketing) that we have not prepared or previously approved. If the company approves the materials or if you do not receive a response from Franchisor within 10 days of receipt of such materials, Franchisee may begin use. You must conduct all marketing in a dignified manner and conform to the standards and requirements we specify in the Manuals. We have the final decision on all creative development of marketing and promotional messages. We reserve the right to require you to discontinue the use of any marketing or marketing materials. (Franchise Agreement – Section7(r))

We may, from time to time, formulate, develop, produce, and conduct marketing or promotional programs in any form and media we determine to be most effective. We may make available to you, without charge or at a reasonable cost, approved marketing materials, including signs, posters, collaterals, etc. that we have prepared.

Marketing may be local, regional or national in scope. If we conduct media marketing, we may use social media, direct mail, print, radio, Internet, email, loyalty programs or television, which may be local, regional, or national in scope. We may produce the marketing materials in-house or employ a local, regional, or national marketing agency. We are not obligated to conduct any advertising or marketing programs within your market. (Franchise Agreement – Section 7(h))

Marketing Fund. Your Marketing Fees will be contributed to the RTP Brand and Marketing Fund (the "Marketing Fund" or "Fund") that we or our designee may administer, as we determine appropriate, to market, advertise, promote and otherwise develop our brand generally, and the System itself, as well as the Approved Products and Services. Such activities may include, but are not limited to, covering the fees, costs and expenses that we or our designee incur in connection with: (i) the development of creative and dissemination thereof via television, radio, all then-current digital channels whether available via the Internet, apps other then-current technology, as well as traditional print media such as magazines, billboards, direct mailings, emails and newspapers; (ii) marketing campaigns, including those through email in various media; (iii) creation and maintenance of a website; (iv) market research, including, without limitation, secret shoppers and customer satisfaction surveys; provided such research is not for the purpose of acquiring information for the development of New Restaurants or expanding the Round Table brand into new territories; (v) branding studies; (vi) conducting and administering promotions, contests, giveaways, public relations events, as well as community involvement activities; (vii) developing and/or providing promotional and other marketing materials and services to, or to be used by, System franchisees; (viii) developing and/or distributing training tools designed to assist franchisees utilizing the System, including any training that we develop to provide remotely via webinar or other online learning management system. Expenditures from the Fund for operational training at the Restaurant level are specifically excluded; (ix) customer surveys and/or other activities designed to gauge public perception the brand generally, any Restaurant(s) and/or the Approved Products and Services, as well as any franchisee surveys that we determine to conduct; (x) materials for any conventions or regional meetings including the Round Table Pizza Brand that we or our designee conducts with franchisee owner(s), and (xi) other activities we determine appropriate to further develop the brand and System. Our current System practices and policies regarding the Marketing Fund provide that Marketing Fees may be expended to cover the reasonable costs of: (i) the foregoing activities, and the appropriate fees and/or portion of internal personnel salary/wages that are incurred, or otherwise attributable to, these activities to the appropriate supplier or personnel that assists in providing the same; and (ii) the administrative costs and expenses we incur in administering the Fund. (Franchise Agreement – Section 7(h)). We will not make expenditures of the Marketing Fund for advertising directed primarily at the sale of franchises, but we may display the phrase "franchises available" or provide similar notice to the public of our then-current franchise offering in connection with creative that is developed via the Marketing Program. We are not obligated to expend any portion of the Marketing Fund expenditures on advertising or marketing in the area where your Restaurant is located. If we have not received reimbursement of all of our expenses for administering the Marketing Fund, we may nonetheless (a) receive appropriate credit for these expenses against any expenditures and expenses that the auditor determines were inappropriate, or (b) treat the reimbursable amount as a loan to the Fund that will be paid back to us from the Fund at a later time (on a repayment schedule we agree to and at then-current prevailing interest rates for commercial bank lending). If any monies in the Marketing Fund remain at the end of a given accounting year, they will carry-over in the Marketing Fund into the next accounting year. We are not a fiduciary with respect to any Marketing Fees we receive or administer.

Our current System practices and policies regarding the Marketing Fund include the following:

We will account the Fund separately from our other funds, and we prepare an unaudited accounting of the Marketing Fund expenditures each calendar quarter that will be available to you, upon your written request, 90 days from the end of the calendar quarter at issue, with such reports detailing Marketing Fees received and Fund expenditures over that calendar quarter. We will also prepare an annual audit of the Marketing Fund within 180 days after the end of each accounting year of the Marketing Fund at its expense. (Franchise Agreement – Section 6(h)).

If any then-current franchisee association or other group comprised of Restaurant owners that collectively own 51% or more of the total Restaurants utilizing the Marks and System as of a given date make a request in writing on that date that is within 270 days after the end of the preceding accounting year of the Marketing Fund, we will request that the accounting firm of BDO (located in Atlanta, Georgia) or by any other qualified provider that we and the party requesting the supplemental audit mutually agree to in writing ("Accountant"), prepare a supplemental, final and binding audit of expenditures of the Marketing Fund and provide that supplemental audit to both us and the representative of the group or other party at issue once complete. We agree to reimburse the Marketing Fund to the extent the Accountant determines that the expenditures and administration expenses covered by the Marketing Fees over the relevant period did not materially comport with the stated purpose of the Marketing Fund, subject to both reasonable industry standards and consistent with our past practices. The fees incurred in connection with preparing any supplemental audit requested will be covered by Fund expenditures, unless that supplemental audit reveals that we owe a net amount for a particular calendar year that is more than 3% of the total Marketing Fees paid into the Marketing Fund over that same time period. If this occurs, we will reimburse and/or cover the reasonable and documented costs associated with the supplemental audit at issue. This process involving the supplemental audit described above, along with your corresponding right to enforce the Auditor’s determination, is the only right or remedy you have in connection with our administration of the Marketing Fund. (Franchise Agreement – Section 6(h)).

Any sales and other materials produced with Marketing Fund monies will be made available to you without charge or at a reasonable cost. The proceeds of such sales will also be deposited into the Marketing Fund.

In the fiscal year ended December 25, 2022, the Marketing Fee contributions were used for the research, creative, development and production of new marketing and promotional materials. The expenditures for 2022 were spent as follows: (i) 23% spent on administrative costs including production, merchandising, other promotion, R&D, outside services and overhead allocation; and (ii) 77% spent on media expenses, including television and, sponsorship fees, paid print/LSM, outdoor and social/digital/online advertising, non-broadcast media. We do not expect to use Fund Contributions from our System franchisees for advertising that principally is a solicitation for the sale of franchises, except that we may use/display the phrase “Franchises Available” on any and all advertising/marketing that is covered by the Marketing Fund.

As disclosed in Item 6 above, you must pay a Marketing Fee amounting to 4% of the Net Sales of your Restaurant that will be paid into the Marketing Fund. (Franchise Agreement – Section 5(c)). Some franchisees that entered into Franchise Agreement with us in the past do not contribute to the Marketing Fund at the same rate. Such franchisees are also required to advertise locally and provide us with supporting evidence they have done so.

The owners of certain existing Restaurants located in Non-Traditional Locations may not contribute to the Marketing Fund or may do so at a reduced rate due the (a) the nature of the premises and corresponding advertising limitations/requirements, (b) their specific customer base, and (c) if applicable the terms of their lease or concession agreement with the Special Location venue regarding required advertising. Franchisor expects and intends to have all franchisees that sign a Franchise Agreement pay a uniform Marketing Fee identified in Item 6 of this Disclosure Document. Restaurants that are owned by our affiliate(s) may, but are not contractually obligated to, contribute to the Fund and pay the same Marketing Fee as similarly-situated franchisees in the System.

Websites. You are not authorized to have a website for your Restaurant unless we otherwise agree in writing. We will provide basic information about your Restaurant on our website. You are not authorized to offer any products for sale through any e-commerce site unless the site has been approved by us in writing.

Promotional Programs. We may request your participation in-Restaurant promotional programs that we offer to franchisees. This participation includes any limited time offers, special offers or coupons that we distribute nationally or locally by e-mail, our web site, social networking sites, direct mail, loyalty program or other method of distribution. If you participate, you must follow our guidelines on the acceptance and reimbursement of gift certificates, gift cards, coupons, and other promotional programs we provide in the Manuals or otherwise in writing. You may not allow use of gift certificates, gift cards, or coupons unless we approve or offer them.

The Marketing Fund normally pays for the POP and in-Restaurant signage, and you will normally pay for printing of coupons and flyers (with these costs counting toward your minimum local marketing spending obligation). You also will pay for your inventory of the promoted products, including any small wares required for the execution and delivery of such product, which is part of your normal costs of goods sold.

Advertising Cooperatives. We do not require that you join or participate in any organizations or associations of franchisees or advertising or marketing cooperatives.

Advertising Council; Other Advisory Council(s) or Committee(s). We have the right to establish a council or committee to discuss and provide advice on (a) advertising or marketing issues such as the Fund that we determine appropriate (an "Advertising Council"), and/or (b) other matters regarding the System and/or network of System Restaurants (each, an "Advisory Council"), at our discretion. We are under no obligation to establish such a council or committee, but if we do then we will have the right to appoint the members of each such council or committee. Such members may include our representatives, System Restaurant owners and other individuals we determine appropriate. If we establish such a council or committee, its members will have an opportunity to consult with and provide their input and advice on the proposals we determine appropriate. If we establish such a committee or council, then: (i) our current System practice is to consult with any then-current independent association of franchisees that own 51% or more of the total System Restaurants as of that date with regards to suggested rules and procedures for the body and its organization; and (ii) the committee or council will only serve in an advisory council and advise us on the matters we determine appropriate. (Franchise Agreement – Section 6(i)).

In 2019, we established a Franchise Advisory Council comprised of 9 franchisees that are members of the Round Table Owners Association (RTOA) Board, along with the Chairs of the Marketing and Operations Committees. The Franchise Advisory Council acts in an advisory capacity only. Currently, we consult with the advisory council when setting strategies as well as making marketing or operations decisions involving the Marketing Fund. We have the final right of approval/disapproval on all marketing spend and initiatives. We have the right to change or dissolve this advisory council at any time.

Computer System and Electronic Cash Registers

You must purchase or lease and maintain, at your own expense, only those brands, types, makes and/or models of Information Systems computer hardware and software, communications hardware and software, point of sale hardware and software, kitchen display systems, kiosk(s), data and/or databases and any other items that, collectively or independently, provide for administering, tracking, measuring, managing or reporting business information including, sales, food cost and other operating cost management (collectively, the "Information System") that we specify.

Our standards and specifications for the Information System may include, without limitation, configurations, programming and support and service processes. We may periodically modify specifications for and components of the Information System. Certain modifications or other technological developments or events may require you to purchase, lease or license new or modified computer hardware and software and to obtain service and support for the Information System. Although we cannot estimate the future costs of the new or modified Information System, you must incur the costs of obtaining the computer hardware and software comprising the Information System (or additions or modifications) and required service or support. There are no contractual limitations on the frequency or cost of required upgrades or updates to the Information System. We have no obligation to reimburse you for any Information System costs. Within 60 days after you receive notice from us, you agree to obtain the components of the Information System that we designate and ensure that your Information System, as modified, is functioning properly. You may not use any hardware or software system or component in connection with the Information System that we have not approved for your use.

Your cost to purchase Information Systems ranges from $35,100 and $59,000. This includes a one-time set up fee of between $2,000 and $3,500 and security/network/internet fees costing between $4,200 and $7,800 annually, payable directly to the vendor. These figures also include the cost of firewalls, branded email accounts, monitoring and maintenance of the stack and cyber security and monitoring.

As we require, you will enter into a maintenance and/or support agreement with us, one of our affiliates, or one of our approved suppliers or vendors, for the provision of maintaining and supporting the Information System or any part thereof. We may charge you a fee if we provide maintenance and/or support services. We currently have a help desk staff that collects and processes your data and provides certain support services pursuant to a Brand Technology System Support Services Agreement, which is attached to this Disclosure Document. Under the Brand Technology System Support Services Agreement, you must pay us for the support services, subject to change. Currently, there are no fees charged for the support services.

We and our affiliates do have independent access to the information generated and stored in your Information System. We and our affiliates may, from time to time, and at any time, retrieve such data and information from your Information System as we (or such affiliate), in its sole discretion, deems appropriate, with the cost of such retrieval to be borne by us. There are no contractual limits on our access to your Information System.

We may also charge you a fee if we develop or have developed (and, once developed, for supporting, modifying and enhancing) proprietary software that we license to you and for other Information System maintenance and support services that we, or our affiliates, provide to you. If we, or our affiliates, license proprietary software to you, or otherwise allow you to use similar technology we develop or maintain, you agree to sign and adhere to any Software License Agreement or similar document that we, or our affiliates, prescribe to regulate your use of, and our and your respective rights and responsibilities with respect to, the software.

Notwithstanding the fact that you must buy, use and maintain the Information System under our standards and specifications, you will have sole and complete responsibility for: (1) the acquisition, operation, maintenance and upgrading of the Information System; (2) the manner in which your Information System interfaces with our information system and those of other third parties; and (3) any and all consequences that may arise if the Information System is not properly operated, maintained and upgraded.

You must accept MasterCard, Visa and American Express and other credit and debit cards and other non-cash systems, loyalty cards and gift cards that we specify.

You must also purchase, install and upgrade specified security digital still and security video cameras and all software and hardware necessary to enable you to send and receive e-mail and digital photos and streaming video and audio or other multimedia signals and information to and from your Restaurant, or proposed locations in the case of a Multi-Unit Developer, and provide and allow us access to video, photos, audio and multimedia signals and information.

Manuals

The Table of Contents of the Manual is attached as Exhibit F to this Disclosure Document. Currently, the Manual contained 913 pages.

Training

One person named on the franchise agreement as the “franchisee” or as an owner of the franchisee (if the franchisee is a legal entity) must attend the full training program (the “Owner Trainee”). Additionally, the person responsible for the day-to-day operations (if different from the Owner Trainee) of the restaurant will also be required to attend the full training program. If space is available, you may bring other representatives to the training session without charge, but we reserve the right to limit attendance of your representatives in any one session. We also reserve the right to modify which personnel are required to complete our initial training program to our satisfaction.(Franchise Agreement – Section 6(b)(i))

We provide initial training as frequently as we deem necessary at locations that we designate, including other Stores or your Store. We will provide instructors, facilities, and materials for the initial training program at no charge, if all of your personnel are trained during the same training session. We reserve the right to charge a reasonable fee for training persons who are repeating the course or replacing a person who did not pass and for later managers or employees who attend the course. You are responsible for any travel and living expenses, wages, and other expenses your trainees incur. (Franchise Agreement – Section 6(b)).

The initial training program will be provided as soon as practicable after you sign your Franchise Agreement. For new locations, Franchisees typically complete the initial training program four to six weeks prior to opening for business and are, in any event, required to complete initial training prior to opening their Store. The training currently consists of approximately 3 hours of online orientation and 15 days of on-the-job training at a designated training location for purposes of practical application. Your trainees must be "certified" as having successfully completed the initial training program before you will be permitted to open for business. In order to become certified, the same person must attend all segments of the training program. We will conduct between 3 days of additional training at your Store before its opening. (Franchise Agreement – Section 6(b))

TRAINING PROGRAM

Before attending our initial training program, you must attend and satisfactorily complete, at your expense, a certified food safety training course approved by us.

As of the date of this Disclosure Document, the initial training program will cover the following areas:

In-Restaurant Training

Franchisee Platform Training			
Subject	**Hours of Classroom Training**	**Hours of On-The-Job Training**	**Location**
Operations Training Orientation Crew Training (operations basics) • All Positions • Product Make-up • Dough Room • Operating/Closing • Shift Management System Instructions • Crew training tools • Food Safety • Cleaning Program • Beverages	0	135 hours (3 weeks; 40-45 hours per week)	Satellite Training Location

Franchisee Platform Training			
Subject	**Hours of Classroom Training**	**Hours of On-The-Job Training**	**Location**
• Customer Service • Point of Sale • Review of Operations Manual & Prep Book Sales Initiatives • Family Night • Buffet Training • Marketing • Suggestive Selling • Delivery Execution • Online Ordering/Third Party • Gift Cards			

Additional Classroom Training			
Subject	**Hours of Classroom Training**	**Hours of On-The-Job Training**	**Location**
New Franchise Orientation o Welcome, Company Overview o Marketing – Social Media, Print, Promotions & Menu o Online Ordering o Product Development and GFG Innovation Center o Training o Franchise Business Services	3	0	Remote Instruction and/or at our Designated Training Location

Additional Classroom Training			
Subject	**Hours of Classroom Training**	**Hours of On-The-Job Training**	**Location**
o Local Store Marketing o Finance			

Instructional materials include our Operations Manual, Prep Book training modules and videos. Sunny Ashman is GFG Management's Vice President of Training. She has been with us and/or our affiliate GFG Management since November 2020, and has nearly 15 years of experience in the food service industry. We may utilize the services of additional individuals to perform on-site training, all of whom have extensive experience running training and operations of restaurants. We have provided and expect to continue to provide the Initial Training described above on an as-needed basis, with instruction being conducted monthly or quarterly as needed.

The Initial Training program lasts 4 weeks and takes place at an approved training location. You may be required to attend additional training depending on your prior restaurant experience. You and any designated manager or representative must complete training to our satisfaction before you open your restaurant. You will not receive any compensation or reimbursement for services or expenses to attend any training program. You are responsible for all your expenses to attend any training program, including lodging, transportation, food and similar expenses. (Franchise Agreement – Section 6(b)).

During training you will also prepare a business plan for the 12-month period following training. You or a certified manager must operate your Restaurant. (Franchise Agreement – Section 6(b)).

Any materials that we develop or otherwise provide to you that are designed to assist in the training of your Restaurant personnel (i.e., a "Crew Training Program" or similar program) must be utilized by you and/or your management in connection with training all appropriate personnel, in accordance with any standards, specifications or training guidelines we set forth in the Manuals, training materials or otherwise in writing. Such program(s), if and when established and authorized by us for use by System franchisees, may be comprised of manual(s), videos, trainer's checklist, and other training materials as we may create, modify or update for use in our sole discretion. Each Restaurant must also have a current Operations Manual, including all components of the Manual that are designed to provide instruction on how to prepare, store display and serve any Approved Product(s) (each, a "Prep Book").

All training attendees must be proficient in English to successfully complete our training program. We will determine what constitutes successful completion of the program. We may waive a portion of the initial training program or alter the training schedule if we determine that you and/or your Manager(s) have sufficient prior experience or training or have previously been trained in one of our affiliate's franchise systems. If you, and/or your Manager(s) are unable to successfully complete initial training for any reason, we may terminate your Franchise Agreement and will not refund any initial franchise fees you paid. (Franchise Agreement – Sections 7(i))

We may periodically conduct advanced training programs for you, your Managers, and/or your employees at our office or another location that we designate. There is no tuition charge for training programs that we require you or your employees to attend, but we may charge you a reasonable fee for optional training programs. We may provide additional training in person, by webinar, or by any other means, as we determine. During all training, you are responsible for any travel and living expenses, wages, and other expenses your trainees incur. (Franchise Agreement, Section 5(f))

If you enter into the Area Development Agreement with us, we grant you the right to sign Franchise Agreements for Restaurants to be located in your development area. The Area Development Agreement does not require us to provide any specific services to you.

ITEM 12
TERRITORY

Single Restaurant

Your Franchise is for the specific site that we approve. You must locate an acceptable site within the non-exclusive Site Selection Area that we specify.

A System Franchisee may relocate its franchised Restaurant within 1 mile radius of the Restaurant only if: (i) the new location meets Franchisor's then-current criteria for new locations; (ii) Franchisor determines, in its reasonable discretion, that such relocation will not have an adverse competitive impact on the System, or diminish the quality of Franchisee's delivery services (if any); (iii) all accrued obligations of Franchisee to Franchisor under this Agreement shall have been performed or satisfied in full; (iv) Franchisee and Franchisor shall have executed a general release of each other in a form satisfactory to Franchisor of all claims that are known or reasonably could have been known (the release shall not include claims by third parties subject to indemnification under paragraph 7(y); (v) Franchisee reasonably meets or exceeds Franchisor's standards applicable to new franchisees; and (vi) Franchisee successfully (a) relocates the Restaurant to a location that Franchisor approves in accordance with the terms in Section 2(a) of the Franchise Agreement, and (b) resumes operation of the Restaurant at the relocated site within 12 months of the closing date of the original location.

Except as provided in this Item, you will be provided with a geographical area amounting to a one (1) mile radius around the primary entrance of your Restaurant (the “Designated Territory”). During the term of your Franchise Agreement, we will agree not to own or locate, or license any third party the right to own or locate, another Restaurant within your Designated Territory (other than from the kind of “Non-Traditional Sites” described below).

You will not be afforded a Designated Territory if: (i) your Restaurant is located in (a) San Francisco, California, (b) certain areas within Los Angeles, San Jose and/or San Diego, California, (c) Portland, Oregon, or (d) other areas in which the population during any 24-hour period exceeds 50,000 persons per square mile; or (ii) if you are operating your Restaurant from any kind of Non-Traditional Location described more fully below.

Given our right to locate Restaurants at Non-Traditional Locations within a Designated Territory, the following disclosure applies:

You will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control.

Subject to the specific territorial protection that you will have within the Designated Territory, if any, granted in connection with your Restaurant, we and our affiliates retain all rights with respect to Restaurants, the Marks, the sale of similar or dissimilar products and services, and any other activities we deem appropriate whenever and wherever we desire, including but not limited to:

1) the right to establish and operate, and to grant to others the right to establish and operate, similar businesses or any other businesses offering similar or dissimilar products and services through similar or alternative channels of distribution, under trademarks or service marks other than the Marks and on any terms and conditions we deem appropriate;

2) the right to provide, offer and sell and to grant others the right to provide, offer and sell goods and services that are identical or similar to and/or competitive with those products and services provided by Restaurants, whether identified by the Marks or other trademarks or service marks, through alternative distribution channels (including, without limitation, the Internet or similar electronic media, any other form of electronic commerce, supermarkets and department Restaurants) on any terms and conditions we deem appropriate;

3) the right to establish and operate, and to grant to others the right to establish and operate, businesses offering dissimilar products and services, under the Marks and on any terms and conditions we deem appropriate;

4) the right to operate, and to grant others the right to operate, Restaurants anywhere under any terms and conditions we deem appropriate at any location (other than within a Designated Territory granted to an active franchisee);

5) the right to operate and grant others the right to operate Restaurants at "Specialty Locations" at any location within or outside any Designated Territory on any terms and conditions we deem appropriate. "Specialty Locations" are sites that generate customer traffic flow which is independent from the general customer traffic flow of the surrounding area, including military bases, shopping malls, airports, stadiums, arenas, major industrial or office complexes, hotels, train stations, travel plazas, toll roads, casinos, hospitals, and sports or entertainment venues;

6) the right to acquire the assets or ownership interests of one or more businesses providing products and services similar to those provided by Restaurants, and franchising, licensing or creating similar arrangements with respect to these businesses once acquired, wherever these businesses (or the franchisees or licensees of these businesses) are located or operating; and

7) the right to be acquired (whether through acquisition of assets, ownership interests or otherwise, regardless of the form of transaction) by a business providing products and services similar to those provided by Restaurants, or by another business, even if such business operates, franchises and/or licenses Competitive Businesses.

We may exercise any of the retained rights without compensating you. Although we have the right to do so (as described above), neither we nor our affiliate currently operate, franchise, or have present plans to operate or franchise a business under a different trademark that sells or will sell goods or services similar to those you will sell in your Restaurant.

You must offer delivery services from your Restaurant and only within the permitted delivery territory that is set forth in an Appendix to your Franchise Agreement (the “Delivery Area”). The boundaries of an assigned Delivery Area are typically based on demographics, quality control and other operational considerations and are determined when you sign the Franchise Agreement. We may adjust these boundaries of the Delivery Area periodically to account for changes in vehicular traffic patterns, our quality assurance guidelines and for other operational reasons. We will not adjust these boundaries because we open, acquire or franchise another Restaurant (or business which has as its primary objective the sale of pizza) in a geographically proximate area. The Delivery Area is also the area in which you may actively solicit customers with mailings, coupon drops or similar services to drive business. If you legally obtain contact information for customers who live outside the Delivery Area through approved digital channels, such as the Round Table Loyalty program or other authorized SMS messaging programs, you are not prohibited against digitally soliciting those customers to drive business, so long as your solicitations are in compliance with all applicable laws, rules and regulations. You are not permitted to actively solicit customers outside of the Delivery Area. If you contract with a third party to provide delivery services (the “Delivery Services”), you must supply them with the boundaries of your Delivery Area and they must agree to restrict their Delivery Services within the Delivery Area.

Restaurants in non-traditional locations and certain other locations determined by us do not offer delivery services and will not be assigned any kind of Delivery Area. If you operate a Restaurant in a non-traditional location and wish to offer delivery services within the boundaries of that location, we will consider your request. You may only do so if we decide it is appropriate.

You do not have the right to open additional Restaurants. You do not have the right to use the Marks or the System at any location other than the site. Specifically, you do not have the right to use the Marks or the System in any wholesale, e-commerce, mail order program, or other channel of distribution not stated in this Item 12. You may, however, offer samples of approved products at or directly in front of your Restaurant or other locations near your Restaurant as your landlord approves.

In the event you relocate your Restaurant, we will have the right to modify your Designated Territory (if and as appropriately granted by us based on the relocation site and disclosures above) to account for the relocation site.

We reserve the right to terminate this Agreement if you fail to open the relocated Restaurant within 12 months of the closure of the original Restaurant, even if you received our approval to relocate.

If you lose your lease, you must secure our approval of another site and enter into a lease for the new approved site within 120 days after you lose your site lease. You must pay us a relocation fee as stated in Item 6.

Area Development Program

You have no exclusive rights to the Development Area except as stated in the Area Development Agreement. You will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distributions or competitive brands that we control. We reserve the same rights described under the heading "Single Restaurant" set forth above in this Item if you enter into an Area Development Agreement with us.

In certain circumstances, that you and we will negotiate, we will grant you a protected Development Area under the Area Development Agreement. We will negotiate an exclusive Development Area if you can prove (to our sole satisfaction) that you have both the financial acumen as well as business operations acumen necessary to succeed in developing multiple Restaurants. If you are able to establish this and you and we negotiate an exclusive Development Area, and while the Area Development Agreement is in effect, if you open and operate the Restaurants in accordance with the Development Schedule and the minimum number of Restaurants that you have open and operating in the Development Area at any given time is not less than the minimum required under the Development Schedule, we will not operate, or license any person other than you to operate, a Restaurant under the Marks and the System within the Development Area. We may exercise all of the rights that we now reserve in the Franchise Agreement (as described above). If you sign an Area Development Agreement, we will approve the sites of future Restaurants based on our then-current standards under each applicable Franchise Agreement. If you fail to adhere to the Development Schedule, we may terminate the Area Development Agreement and all of your rights under this agreement will be terminated (if granted). We will not otherwise change the size of your Development Area.

Other Relevant Disclosures

As disclosed in Item 1, our affiliates operate and franchise various specialty food stores and restaurants under different trademarks that offer goods or services that can be considered similar to a Restaurant, including the following:

Our affiliates listed above and their franchisees may own businesses, solicit or accept orders for products and services in any geographic area, regardless of the proximity to or effect on your Restaurant. We do not anticipate conflicts between our affiliates' and their franchisees' businesses and Restaurants because each affiliate business listed above offers a distinct retail experience and menu that differs from that of Restaurants. If conflicts do arise, we and our affiliates will resolve them as we deem appropriate. Because we are under common control with FAT, a public company that buys and sells companies on an ongoing basis, our affiliates may operate or franchise specialty food stores and restaurants under different trademarks in the future that may sell goods or services similar to those you will offer at your Restaurants. As noted above, the principal business addresses of PMF, PTFV and HDOS, respectively, are the same as ours, while the Non-GFG Affiliates listed above share an address with FAT. We do not currently plan to maintain physically separate offices or training facilities with PMF, PTFV or HDOS.

ITEM 13
TRADEMARKS

We grant you the right to operate a Restaurant under our then-current Marks. You must use the Marks we designate to identify your Restaurant and the Approved Products and services that are provided at or from your Restaurant.

You must follow our rules when you use these trademarks. You cannot use a name or mark as part of a corporate name or with modifying words, designs or symbols referred to in the Franchise Agreement or which belong to us. By signing the Franchise Agreement, we consent to your company name and to your use of any other names that are listed in an exhibit to the Franchise Agreement. You may not use our trademarks to sell an unauthorized product or service or in a manner we have not authorized in writing.

The following Marks are registered on the Principal Register of the United States Patent and Trademark Office (the "USPTO"):

Mark	Registration Number	Registration Date
ROUND TABLE	974,138	11/27/73 Renewed: 11/27/13
	5,789,894	6/25/19
(Helmet design)	5,789,839	6/25/19
	5,868,413	9/24/19
KING ARTHUR'S SUPREME	1,074,693	10/04/77 Renewed: 10/04/16
GUINEVERE'S GARDEN DELIGHT	1,258,761	11/22/83 Renewed: 11/22/13
MONTAGUE'S ALL MEAT MARVEL	1,259,573	11/29/83 Renewed: 11/29/13

We have filed all required affidavits and renewal registrations, and intend and expect to continue doing for each Mark so long as we are going to license you that particular Mark under your Franchise Agreement. In addition, we have registered our trademarks or applied for registration of certain trademarks in certain foreign countries.

We are not aware of any currently effective material determinations of the U.S. Patent and Trademark Office, the Trademark Trial and Appeal Board, the trademark administrator of any state or of any court, or any pending infringement, opposition or cancellation or any pending material litigation involving the principal trademarks.

There are no agreements currently in effect which significantly limit our rights to use or license the trademarks in a manner that is material to the franchise.

You must notify us immediately when you learn about an infringement of or challenge to your use of our trademarks. We are not obligated to defend you against a claim concerning your use of our trademarks. If a claim of prior use is asserted by a third party, you may have to use another name provided by us.

We have the right to control any administrative proceedings or litigation involving any trademarks licensed by us to you. The license granted to you is expressly limited to the purpose designated in the franchise agreement and does not extend to controlling administrative proceedings or litigation involving the licensed marks.

You must modify or discontinue the use of a trademark if we decide to do so. We will not reimburse you for your costs of compliance (i.e., changing signs). You must not directly or indirectly contest our right to our trademarks, trade secrets or to business techniques that are part of our business.

We are not aware of any infringing uses that could materially affect your use of our principal trademarks.

ITEM 14
PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION

No patents or pending patent applications are material to the franchise. Except as provided below, we own no rights in, or licenses to, any copyrights.

We claim copyrights with respect to our marketing materials, training materials, signs, website, the Manuals (which contain our trade secrets), and other materials we periodically develop. We have not registered these copyrights with the United States Copyright Office, but we need not do so at this time to protect them. There are no determinations of the United States Copyright Office or any court regarding any of our copyrights. There are no agreements limiting the use of any of our copyrights.

Any copyrights you use in the Franchise belong solely to us or our affiliates. You must notify us promptly of any unauthorized use of our copyrights of which you have knowledge or of any challenge to the validity of our ownership of or our right to license others to use any of our copyrights. We will take the action to protect our copyrights that we believe to be appropriate. We have the right, but no obligation, to initiate, direct, and control any litigation or administrative proceeding relating to our copyrights, including, but not limited to, any settlement. We are entitled to retain all proceeds, damages, and other sums, including attorneys' fees, recovered or owed to us or our affiliates in any action. You must sign all documents and, render all other assistance we deem necessary to any proceeding or any effort to maintain the continued validity and enforceability of the Marks. If we request, you must discontinue the use of the subject matter covered by any copyright used for the Franchise.

During the term of your Franchise Agreement, we may disclose in confidence to you, either orally or in writing, certain trade secrets, know-how, and other confidential information (collectively, "Proprietary Information") relating to the System, our business, or the construction, management, operation, or promotion of the Restaurant. You may not, nor may you permit any person to, use or disclose any Proprietary Information (including any portion of the Manuals) to any other person, except to the extent necessary for your professional advisors and your employees to perform their functions in the operation of the Restaurant. You are liable to us for any unauthorized use or disclosure of Proprietary Information by any employee or other person to whom you disclose Propriety Information. You must take reasonable precautions to protect the Proprietary Information from unauthorized use or disclosure and must implement any systems, procedures, or training programs that we require. You must require anyone who may have access to the Proprietary Information to sign non-disclosure agreements in a form satisfactory to us that identifies us as a third party beneficiary of the covenants with the independent right to enforce the agreement.

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

Single Restaurant

You must devote your full-time, best efforts to the proper and effective operation of the Restaurant. In addition, your Restaurant must have at least one Manager. If you are an individual, you may serve as the Manager or you may designate a Manager. If you are an Entity, you must designate a Manager and you must appoint an individual who must have authority over all business decisions related to your Restaurant and must have the power to bind you in all dealings with us. At all times that your Restaurant is open for business, it must be under the personal, on-premises supervision of you or a Manager. You or your Manager(s) must successfully complete our training program and any other training programs that we require. Except for the requirements that your Manager have sufficient experience and successfully complete our training program, there are no additional limits on whom you may hire as your Manager.

Your Managers do not have to have an ownership interest in your Entity, but they must sign an approved form of our Non-Disclosure and Non-Compete Agreement, with our current base form of this agreement attached to this Disclosure Document as Exhibit E.

We will determine which of your Owners must execute the Guarantee as disclosed more fully in Item 17 of this Disclosure Document, and all other Owners, officers, directors, managers and other individuals we designate and that have access to our Proprietary Information or any of our training must execute the form of Non-Disclosure and Non-Compete Agreement.

Area Development Program

You or your designee must devote your full-time, best efforts to establishing, operating and promoting the number of Restaurants specified in the Schedule and to the promotion of our brand. "Full-time, best efforts" will require that you not engage in any other business activities and that you not engage in any activity that would present a conflict of interest with your obligations under your Area Development Agreement.

Each individual with a direct or indirect ownership interest in your entity must sign the Guarantee attached to the Area Development Agreement assuming and agreeing to discharge all your obligations under the Area Development Agreement.

Note Regarding Applicable State Laws

The covenant not to solicit and other post-term covenants against competition will be subject to any applicable laws where your Franchised Business and, in certain circumstances, your personnel are located.

ITEM 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You may offer for sale in the Restaurant only the products and services that we have approved in writing. We may designate specific products or services as optional or mandatory, and there are no limits on our right to do so. You must offer all items that we designate as mandatory. We may change the authorized products and services at our discretion, as well as the items that we designate as mandatory or optional, and there are no limits on our right to do so. For example, if we elect to remove buffets and/or salad bars from the authorized products and services, we may require you to remove any such buffet and/or salad bar from your Restaurant within the time period we designate (not less than 30 days unless the continued sale of buffet items and /or salad bar items pose a hazard to the public or would prove detrimental to our reputation) at your sole cost and expense. The approved products and approved services that we authorize you to sell may vary based on the model of Restaurant you are granted the right to open and operate. You may sell products only in the varieties, weights, sizes, forms, and packages that we have approved. You must follow our proprietary recipes and specifications and use only authorized ingredients in the preparation of menu items. You must maintain at all times a sufficient supply of required products to meet the inventory standards we require in the Manuals (or to meet reasonably anticipated customer demand, if we have not provided specific standards). You may not use the premises for the sale or display of items we have not approved, including unapproved items listed in the Manual or third-party solicitations, including information provided by charities or local organizations. If we revoke approval of a previously-approved product that you have been selling, you may continue to sell the product only from your existing inventory for up to 30 days following our disapproval. We have the right to shorten this period if, in our opinion, the continued sale of the product could pose a hazard to the public or would prove detrimental to our reputation.

We impose no restriction on the retail customers that you may serve at your Restaurant, but you may not sell our products to our other franchisees. You are only permitted to sell products to consumers at retail from your Site that we approve. You agree to purchase materials, supplies, and inventory solely for use in the preparation of products to retail customers, and not for resale or redistribution to any other party, including other franchisees. You may not offer, unless we consent in writing, products or services using the Marks (i) by mail order sales or (ii) on any website on the Internet or any other electronic communication network.

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.

A. <u>Franchise Agreement</u>

	Provision	Section in franchise or other agreement	Summary
a.	Length of the franchise term	Sections 3 and 12(c); Section 2 of Addendum	10 years from the Effective Date, unless we agree otherwise in a separate writing. If you acquire your restaurant from an existing franchisee, the term is the transferor's remaining term or the remaining term of the lease (if shorter).
b.	Renewal or extension of the term	Section 4; Section 4 of Addendum	The shorter of one additional 10-year renewal term or the remaining term of your lease (including options), subject to you meeting our conditions to renew
c.	Requirements for you to renew or extend	Section 4; Section 5 of Addendum	You must: (i) give written notice of election to renew at least 12 months before the term expires; (ii) not be in default of any material provision of the Franchise Agreement or any amendment; (iii) when you deliver notice to the us, and on the effective date of the renewal, the restaurant and its contents must be in first-class condition and repair, the premises must be clean, neat and sanitary, adequately lighted and appear as a clean, wholesome and sanitary environment, you must have made all reasonable repairs and replacements, and all of your employees must be clean and neat in appearance; (iv) have paid all of your monetary obligations; (v) pay the Company $2,500 renewal fee; (vi) we sign each sign a general mutual release (subject to state law); (vii) furnish the Company with a copy of the lease for the premises demonstrating that your right and ability to possess the premises is assured for the renewal term; and (viii) make required improvements and

	Provision	Section in franchise or other agreement	Summary
			alterations to your restaurant which the Company reasonably requires to meet its specifications. If we approve your renewal request, the terms of the then-current form of franchise agreement will govern your renewal term, which may contain materially different terms and conditions than your original contract.
d.	Termination by you	Sections 6(b)(ii)(A) and 11(j); Exhibit B (Current System Policies and Practices); Section 10 of Addendum	If we commit a material breach of the Franchise Agreement and we fail to cure the breach in a reasonable amount of time. Under certain circumstances, you may be permitted to exit your franchise relationship with us pursuant to a mutual termination agreement in the event you demonstrate to us that the operation of the Franchised Business is no longer financially viable, and (b) meet our other then-current System criteria for this kind of mutual termination (as set forth in Exhibit B of your Franchise Agreement or otherwise in writing). (subject to state law)
e.	Termination by us without cause	Not applicable	None.
f.	Termination by us with cause	Section 11	We can terminate only if you default or if events described in 11(g) or 11(h) occur

	Provision	Section in franchise or other agreement	Summary
g.	"Cause" defined – curable defaults	Sections 7(i) and 11(a)	You have 10 days to cure (or such longer period as applicable law requires): (i) misuse of the Franchisor's system or trademarks; (ii) use of the Round Table system for any other purpose; (iii) failure to make payments when due; (iv) failure to submit required financial or other information (such as the Annual Business Plan); (v) failure to construct and maintain your restaurant in accordance with the Franchise Agreement; (vi) failure to successfully complete Franchisor's training courses; (vii) failure to operate your restaurant in accordance with the Franchise Agreement (including failure to offer new menu items when the Company or an arbitrator requires) or to maintain the Franchisor's standards; (viii) unauthorized transfer; (ix) lease/sublease default (including an election not to exercise an option under your lease/sublease) other than partial condemnation or casualty loss; (x) suspension of alcoholic beverage license for more than 65 days; (xi) misrepresentation in application; (xii) failure to obtain the Franchisor's written consent where required; or (xiii) failure to maintain required insurance coverage. If your restaurant is a dine-in Round Table Pizza restaurant, you also have 10 days to cure your failure to obtain approval for an on-sale beer and wine license before your restaurant opens or your failure to obtain a license within 45 days after your restaurant opens.
h.	"Cause" defined – non-curable defaults	Section 11(a)	Non-curable defaults (subject to applicable law): (i) failure to obtain a suitable location for your restaurant in 180 days; (ii) insolvency or bankruptcy (but if a person controlling the franchisee or acting as guarantor or surety of any obligation of franchisee becomes insolvent or bankrupt, the Franchisor may require you to obtain a personal guaranty of the obligations imposed upon you under the Franchise Agreement from persons having financial resources reasonably acceptable to the

	Provision	Section in franchise or other agreement	Summary
			Franchisor). If the Franchisor requires additional guaranties, you will have a reasonable amount of time to obtain the guaranties, but not more than 45 days after the Franchisor's request; (iii) abandonment, except in the case of casualty loss; (iv) failure to expeditiously repair premises if they are damaged, or if the damage requires the closing of your restaurant, failure to reopen your restaurant within 1 year; (v) criminal conviction related to the business; and (vi) you become a specially designated national or a blocked person. If your restaurant is damaged by fire or other casualty, and the damage or repair requires closing your restaurant, the Franchisor may terminate the Franchise Agreement if you do not reopen your restaurant for continuous business operations within 1 year after closing.
i.	Your obligations on termination/non-renewal	Sections 11(c) and 11(f)	You must (i) remove the Franchisor's name, trademarks and symbols from your restaurant, (ii) make reasonable modifications to the exterior and interior appearance, décor and trade dress of your restaurant to eliminate its identification as a Round Table Pizza restaurant in the local market; and (iii) stop using the Franchisor's name, trademarks and symbols in advertising or any other activities including in electronic media, home pages, web sites and the like. You must return to the Franchisor all manuals, materials marked "confidential", "trade secret" or "proprietary information" and other materials identified as subject to return to the Franchisor. You must also remove from the premises and cease using all paper products and other articles bearing the Franchisor's trademarks. The Franchisor can enter your restaurant and make these changes if you do not do so. If your restaurant is a dine-in Round Table Pizza restaurant or a Round Table Clubhouse restaurant and the Franchisor terminates your Franchise Agreement for

	Provision	Section in franchise or other agreement	Summary
			cause, then you must also: (i) stop using all telephone numbers associated or identified with your restaurant and, upon the Franchisor's request, assign or transfer those numbers to the Franchisor or its designee(s); and (ii) deliver to the Franchisor all customer lists for your restaurant. If your restaurant is a delivery and carry-out unit, you have these obligations if the Franchise Agreement expires or is terminated for any reason. If a published, pre-printed directory or advertising materials over which you have no control will remain in circulation after the termination or expiration of the Franchise Agreement (e.g., a telephone directory), you must promptly notify the publisher that (A) you no longer operate the restaurant or that your restaurant is no longer operated as a Round Table Pizza restaurant; (B) you are no longer authorized to use the Franchisor's trademarks; (C) upon expiration or termination of that edition of the pre-printed directory or advertising materials, that you will not renew the listing or advertising materials; and (D) undertake other reasonable action to assure that the continuing publication ceases. See o. below.
j.	Assignment of contract by us	Section 9(j)	No restriction on our right to assign.
k.	"Transfer" by you – definition	Section 9	Includes transfer of the Franchise Agreement, any interest in the Franchise Agreement, the license to use the System and the Marks, the Restaurant or substantially all of the assets of the Restaurant, or an interest in the ownership of the Restaurant (if you are an Entity).
l.	Our approval of transfer by franchisee	Section 9; Section 19 of Addendum	We have the right to approve all transfers.

	Provision	Section in franchise or other agreement	Summary
m.	Conditions for our approval of transfer	Sections 9(f), (g) and (h); Section 21 of Addendum	If you satisfy the following conditions, the Franchisor's consent will not be unreasonably withheld: (i) all your obligations under the Franchise Agreement are satisfied; (ii) a proposed control person (including anyone acquiring a controlling interest in the franchisee) reasonably meets the Franchisor's standards for new franchisees; (iii) the proposed transferee assumes all your obligations under the Franchise Agreement, by personal guaranty or otherwise, and satisfies the Franchisor's financial standards for new franchisees; (iv) you or the transferee pays the transfer fee (in general, $12,500 and $7,500 if transferee is an existing franchisee or restaurant is in a non-traditional location); (v) you and the Franchisor execute a general release of each other of all claims that are known or reasonably could have been known (except claims by third parties subject to indemnification), subject to applicable state law. If you are not current with your payments to the Franchisor and it nevertheless permits you to transfer, you must deliver a general release to the Franchisor on a form it approves; and (vi) you may not transfer to a specially designated national or blocked person. You must also deliver to the Franchisor copies of all of your filings with the governmental agency responsible for issuing your license to serve beer and wine.
n.	Our right of first refusal to acquire your business	Sections 9(d) and (e)	We can match any offer for your Restaurant, the Restaurant's assets, or any ownership interest, except for certain transfers to spouses, children, or existing owners.

	Provision	Section in franchise or other agreement	Summary
o.	Our option to purchase your business	Section 11(d); Section 24 of Addendum	We can purchase any or all of the inventory, supplies, equipment, signs, and fixtures related to the operation of your Restaurant after the expiration or termination of your Franchise Agreement for the fair market value of the assets, less any amounts then owing to us. We also have the right to assume your lease or sublease.
p.	Your death or disability	Section 10	We have the right to operate your Restaurant as long as we deem necessary; your heirs can transfer the agreement if they comply with the requirements in (m).
q.	Non-competition covenants during the term	Section 8 Section 4 of the Non-Disclosure and Non-Compete Agreement attached to this FDD as Exhibit E.	Under the Franchise Agreement, you may not engage in any similar business that has as its primary objective the sale of pizza in the county in which your restaurant is located. (subject to state law) If you sign the form of Non-Disclosure and Non-Compete Agreement attached to this Disclosure Document as Exhibit E, then you must not engage in the following for so long as you have your association with the Franchised Business and/or Franchisee: (i) directly or indirectly own, manage, engage in, be employed by, advise, make loans to, or have any other interest in any Competitive Business; or (ii) directly or indirectly solicit any individual or company that has been a customer of our Restaurant within 1 year prior to the date you left our business, for the purpose of inducing that person or company to become a

	Provision	Section in franchise or other agreement	Summary
			customer of any Competitive Business (subject to state law)
r.	Non-competition covenants after the Franchise Agreement is terminated or expires	Not applicable.	None.
s.	Modification of the agreement	Section 22	Except for modifications to the Manuals, no modifications unless agreed to in writing by both parties.
t.	Integration/merger clause	Section 21	Only the terms of the Franchise Agreement or other related written agreements are binding (subject to state law). Any representations or promises made outside the Disclosure Document and Franchise Agreement may not be enforceable.
u.	Dispute resolution by arbitration or mediation	Section 19	Either party may initiate negotiation to resolve a dispute. All claims must be submitted to arbitration with Judicial Arbitration & Mediation Services, Inc. ("JAMS/ENDISPUTE").to take place in Atlanta, Georgia, unless the Franchise Agreement specifically provides otherwise with respect to actions seeking injunctive or other equitable relief. (subject to state law)
v.	Choice of forum	Section 19	You and your Owners must, and we may, bring any arbitration demands or other claims to the appropriate adjudicating body for adjudication in Atlanta, Georgia. (subject to state law)

	Provision	Section in franchise or other agreement	Summary
w.	Choice of law	Section 18	Georgia law applies, without regard to that state's conflict-of-laws rules, except that the non-compete provisions set forth in the Development Agreement, as well as all disputes regarding the enforceability and/or interpretation thereof, will be governed by the law where your Restaurant is/was located. (subject to state law)

B. Area Development Agreement

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

	Provision	Section in franchise or other agreement	Summary
a.	Length of the franchise term	Section 5	The term expires on the last Opening Deadline under the Development Schedule.
b.	Renewal or extension of the term	Exhibit A (Section 3)	The ADA does not provide for any kind of renewal rights, but does provide that you may extend the Opening Deadline for any given Restaurant by paying the Franchise Fee for the at Restaurant.
c.	Requirements for you to renew or extend	Exhibit A (Section 3)	Paying the Franchise Fee for the Restaurant for which you wish to extend the corresponding Opening Deadline, along with providing prior written notice to us.
d.	Termination by you	Not applicable	Not applicable, other than for any specific termination rights provided for under applicable state law(s).
e.	Termination by us without cause	Not applicable	Not applicable.
f.	Termination by us with cause	Section 6	We can terminate only if you default (see (g) and (h) below).

	Provision	Section in franchise or other agreement	Summary
g.	"Cause" defined – curable defaults	Section 6.1	Not applicable.
h.	"Cause" defined – non-curable defaults	Section 6.1	You fail to timely sign a Franchise Agreement or fail to pay any initial franchise fee owed to us by any Fee Deadline; you fail to have open and operating the minimum number of Restaurants required by any Opening Deadline; any Franchise Agreement is terminated as a result of your default; or you breach or otherwise fail to comply fully with any provision of the Area Development Agreement or applicable law.
i.	Your obligations on termination/non-renewal	Section 6.2	You will lose your right to develop additional Restaurants.
j.	Assignment of contract by us	Section 7.1	No restriction on our right to assign.
k.	"Transfer" by you – definition	Section 7.2	Includes transfer of the Area Development Agreement, any interest in the Area Development Agreement, or, if you are an Entity, any interest in the Entity.
l.	Our approval of transfer by you	Section 7.2	We have the right to approve all transfers.
m.	Conditions for our approval of transfer	Section 7.2(a)	We have no obligation to approve any transfer unless you have properly transferred all of your Franchise Agreements to the proposed transferee in accordance with those agreements.
n.	Our right of first refusal to acquire your business	Section 7.2(a)	We have the first right of refusal on all transfers, exercisable within 30 days of receiving all documentation that we require.
o.	Our option to purchase your business	Not applicable	Not applicable.
p.	Your death or disability	Section 7	We have the right to approve or disapprove any transfer in our sole discretion.

	Provision	Section in franchise or other agreement	Summary
q.	Non-competition covenants during the term	Section 8	You and your Owners may not be involved in any Competitive Business located in the counties of where the Development Area is located. (subject to state law)
r.	Non-competition covenants after the Development Agreement is terminated or expires	Not applicable	Not applicable.
s.	Modification of the agreement	Section 10.2	No modifications unless agreed to in writing by both parties.
t.	Integration/merger clause	Section 10.1	Only the terms of the Area Development Agreement or other related written agreements are binding (subject to state law). Any representations or promises made outside the Disclosure Document and Area Development Agreement may not be enforceable
u.	Dispute resolution by arbitration or mediation	Section 9.1(a)-(e)	Either party may initiate negotiation to resolve a dispute. All claims must be submitted to arbitration with Judicial Arbitration & Mediation Services, Inc. ("JAMS/ENDISPUTE").to take place in Atlanta, Georgia, unless the Franchise Agreement specifically provides otherwise with respect to actions seeking injunctive or other equitable relief. (subject to state law)
v.	Choice of forum	Section 9.1(c)	You and your Owners must, and we may, bring any arbitration demands or other claims to the appropriate adjudicating body for adjudication in Atlanta, Georgia. (subject to state law)
w.	Choice of law	Section 9.2	Georgia law applies, without regard to that state's conflict-of-laws rules. (subject to state law)

ITEM 18
PUBLIC FIGURES

We do not use any public figure to promote our Franchises, but may do so in the future.

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.

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Part I below lists selected historical and unaudited financial and operating data for 310 (out of a total of 383) U.S. franchised Restaurants for January 1, 2022 to December 30, 2022. The following Restaurants are not included in the data: (1) 29 Restaurants which were not open for the entire 12 month period; (2) international locations, including Canada, and (3) 44 franchised Restaurants that did not report their sales and cost information.

PART I - ALL RESTAURANTS

Description	Units		Amount	# >= Amount	% >= Amount
Total Net Sales	310	$	336,977,293		
Average Net Sales	310	$	1,087,024	131	42.26%
Median Net Sales	310	$	1,027,564		
Average Net Sales - Free Standing	48	$	1,204,907	13	27.08%
Median Net Sales - Free Standing	48	$	1,069,563		
Average Net Sales - DELCO	6	$	878,716	3	50.00%
Median Net Sales - DELCO	6	$	835,453		
Average Net Sales - Food Court	2	$	872,229	1	50.00%
Median Net Sales - Food Court	2	$	872,229		
Average Net Sales - Other	3	$	943,887	2	66.67%
Median Net Sales - Other	3	$	970,380		
Average Net Sales - In-Line	192	$	1,055,165	83	43.23%
Median Net Sales - In-Line	192	$	1,009,469		
Average Net Sales - End-Cap	59	$	1,130,535	26	44.07%
Median Net Sales - End-Cap	59	$	1,038,868		
Average Net Sales - In-Line & End-Cap	251	$	1,072,882	108	43.03%
Median Net Sales - In-Line & End-Cap	251	$	1,016,543		

Description	Units	Min		Max	
Total	310	$	209,855	$	4,960,490
Free Standing	48	$	209,855	$	4,960,490
DELCO	6	$	662,477	$	1,246,086
Food Court	2	$	519,566	$	1,224,891
Other	3	$	363,489	$	1,497,792
In-Line	192	$	288,879	$	3,616,239
End-Cap	59	$	477,817	$	1,972,514
In-Line & End-Cap	251	$	288,879	$	3,616,239

Range of Net Sales	Units	Min		Max	
Under $499,999	16	$	209,855	$	493,271
$500,000 to $749,999	50	$	500,734	$	745,920
$750,000 to $999,999	79	$	750,000	$	996,254
$1,000,000 to $1,249,999	72	$	1,003,207	$	1,248,629
$1,250,000 to $1,499,999	48	$	1,253,430	$	1,497,792
Over $1,500,000	45	$	1,502,850	$	4,960,490

Description	Units	Amount	# <=	%<=
Average Food Cost % (including beverage & paper)	310	24.88%	155	50.00%
Median Food Cost % (including beverage & paper)	310	24.88%	155	50.00%
Average Labor Cost % (including salaries, wages, insurance, workers compensation and employee meals)	310	33.98%	140	45.16%
Median Labor Cost % (including salaries, wages, insurance, workers compensation and employee meals)	310	34.61%	155	50.00%

Part II below lists selected historical and unaudited financial and operating data for 99 (out of a total of 383) U.S. franchised Restaurants that reporter cost of alcohol sales for January 1, 2022 to December 30, 2022. The following Restaurants are not included in the data: (1) 29 Restaurants which were not open for the entire 12 month period; (2) international locations, including Canada, and (3) 255 franchised Restaurants that did not report their sales and cost information related to alcohol sales.

PART II - ONLY w/ FOOD, BEER, WINE, & LIQUOR

Description	Units	Net Sales (Food, Beer, Wine & Liquor)	# >= Amount	% >= Amount	Food & Non-Alcoholic Beverage Sales	# >= Amount	% >= Amount
Total Net Sales	99	$110,653,947			$105,550,574		
Average Net Sales	99	$1,117,717	45	45.45%	$1,066,167	45	45.45%
Median Net Sales	99	$1,032,203			$1,000,273		
Average Net Sales - Free Standing	7	$1,366,025	2	28.57%	$1,348,573	2	28.57%
Median Net Sales - Free Standing	7	$1,013,931			$1,011,542		
Average Net Sales - DELCO	0	$0	0		$0	0	
Median Net Sales - DELCO	0	$0			$0		
Average Net Sales - Food Court	0	$0	0		$0	0	
Median Net Sales - Food Court	0	$0			$0		
Average Net Sales - Other	1	$363,489	1	100.00%	$308,204	1	100.00%
Median Net Sales - Other	1	$363,489			$308,204		
Average Net Sales - In-Line	76	$1,105,346	35	46.05%	$1,050,455	35	46.05%
Median Net Sales - In-Line	76	$1,053,957			$1,017,942		
Average Net Sales - End-Cap	15	$1,114,798	7	46.67%	$1,064,518	7	46.67%
Median Net Sales - End-Cap	15	$1,022,071			$981,466		
Average Net Sales - In-Line & End-Cap	91	$1,106,904	42	46.15%	$1,052,773	42	46.15%
Median Net Sales - In-Line & End-Cap	91	$1,046,632			$1,000,273		

Description	Units	Alcohol Sales (Beer, Wine & Liquor)	# >= Amount	% >= Amount	Liquor Only Sales	# >= Amount	% >= Amount
Total Net Sales	99	$5,103,372			$1,911,636		
Average Net Sales	99	$51,549	31	31.31%	$19,309	25	25.25%
Median Net Sales	99	$34,461			$7,841		
Average Net Sales - Free Standing	7	$17,452	3	42.86%	$1,117	1	14.29%
Median Net Sales - Free Standing	7	$6,511			$0		
Average Net Sales - DELCO	0	$0	0		$0	0	
Median Net Sales - DELCO	0	$0			$0		
Average Net Sales - Food Court	0	$0	0		$0	0	
Median Net Sales - Food Court	0	$0			$0		
Average Net Sales - Other	1	$55,286	1	100.00%	$25,699	1	100.00%
Median Net Sales - Other	1	$55,286			$25,699		
Average Net Sales - In-Line	76	$54,891	23	30.26%	$21,993	16	21.05%
Median Net Sales - In-Line	76	$34,168			$8,101		
Average Net Sales - End-Cap	15	$50,280	3	20.00%	$13,776	5	33.33%
Median Net Sales - End-Cap	15	$40,605			$8,670		
Average Net Sales - In-Line & End-Cap	91	$54,131	26	28.57%	$20,639	22	24.18%
Median Net Sales - In-Line & End-Cap	91	$35,362			$8,251		

Description	Units	Net Sales	Min	Max	Food & Non-Alcoholic Beverage Sales	Min	Max
Total	99	$110,653,947	$338,063	$3,181,656	$105,550,574	$308,204	$3,154,150
Free Standing	7	$9,562,173	$608,034	$3,181,656	$9,440,009	$604,553	$3,154,150
DELCO	0	$0	$0	$0	$0	$0	$0
Food Court	0	$0	$0	$0	$0	$0	$0
Other	1	$363,489	$363,489	$363,489	$308,204	$308,204	$308,204
In-Line	76	$84,006,307	$338,063	$2,349,948	$79,834,585	$336,228	$1,869,156
End-Cap	15	$16,721,977	$568,114	$1,952,085	$15,967,776	$522,721	$1,802,139
In-Line & End-Cap	91	$100,728,284	$338,063	$2,349,948	$95,802,362	$336,228	$1,869,156

Description	Units	Alcohol Sales (Beer, Wine & Liquor)	Min	Max	Liquor Only Sales	Min	Max
Total	99	$5,103,372	$1,835	$655,265	$1,911,636	$0	$655,265
Free Standing	7	$122,164	$2,389	$49,225	$7,816	$0	$7,816
DELCO	0	$0	$0	$0	$0	$0	$0
Food Court	0	$0	$0	$0	$0	$0	$0
Other	1	$55,286	$55,286	$55,286	$25,699	$25,699	$25,699
In-Line	76	$4,171,722	$1,835	$655,265	$1,671,479	$0	$655,265
End-Cap	15	$754,201	$15,157	$149,945	$206,642	$0	$71,579
In-Line & End-Cap	91	$4,925,923	$1,835	$655,265	$1,878,122	$0	$655,265

Range of Net Sales	Units	Min	Max
Under $499,999	5	$338,063	$474,284
$500,000 to $749,999	14	$525,613	$743,045
$750,000 to $999,999	23	$765,746	$996,254
$1,000,000 to $1,249,999	22	$1,008,786	$1,247,253
$1,250,000 to $1,499,999	18	$1,254,438	$1,463,376
Over $1,500,000	17	$1,502,850	$3,181,656

Description	Units	Avg %	# <= avg	%<= avg	Median %
Cost of Goods (Food, Beer/Wine, Liquor) - All	99	27.25%	52	52.53%	26.97%
Cost of Goods (Food, Beer/Wine, Liquor) - Free-Standing	7	23.90%	4	57.14%	22.95%
Cost of Goods (Food, Beer/Wine, Liquor) - In-line & End-Cap	91	27.52%	49	53.85%	26.97%
Food-Only Costs (Including Beverage & Paper) - All	99	22.64%	44	44.44%	22.97%
Food-Only Costs (Including Beverage & Paper) - Free-Standing	7	22.62%	4	57.14%	22.56%
Food-Only Costs (Including Beverage & Paper) - In-Line & End-Cap	91	22.63%	40	43.96%	22.97%
Alcohol Costs (Beer/Wine/Liquor) - All	99	1.52%	23	23.23%	3.86%
Alcohol Costs (Beer/Wine/Liquor) - Free-Standing	7	0.37%	1	14.29%	0.57%
Alcohol Costs (Beer/Wine/Liquor) - In-Line & End-Cap	91	1.62%	18	19.78%	3.97%
Labor Cost (including salaries, wages, insurance, workers compensation and employee meals) - All	99	35.23%	44	44.44%	36.26%
Labor Cost (including salaries, wages, insurance, workers compensation and employee meals) - Free-Standing	7	27.21%	3	42.86%	27.69%
Labor Cost (including salaries, wages, insurance, workers compensation and employee meals) - In-Line & End-Cap	91	35.98%	43	47.25%	36.55%

The information presented regarding past operating results for restaurants is not a full profit and loss or income statement (or statement of cash flows), omits all operating costs and expenses related to operation of a restaurant except food, paper and store level labor, and has not been audited and does not meet standards generally applicable to audited financial statements. In addition, historical costs may not apply to your operations. The costs (including transportation) of food and paper goods are likely to be higher in more remote markets where there are fewer or no pre-existing restaurants. Further, sales in markets in which we have no prior brand recognition are likely to be lower than markets in which we are well known. Also, it's possible that future requirements by us (e.g. upgrading of a restaurant, new operational standards and requirements, etc.) or market-driven, competitive or other changes may affect your revenues and/or increase your costs over those which applied in the past.

Some outlets have earned these amounts. Your individual results may differ. There is no assurance that you'll earn as much.

The information presented is based on unaudited internal financial statements prepared by franchisees and by us for corporate restaurants using a cash basis of accounting. With respect to information presented for franchised restaurants, we are relying upon information included in royalty reports and other unaudited financial reports provided to us by our franchisees. We have not audited this information nor have we otherwise verified its accuracy.

Some factors that can affect results (and may be reasons why your results may differ from those reported above), include the location or market in which a Restaurant operates, the Restaurant's size, product or service mix, labor and other costs, as well as existing and potential competition. Your background, skills and qualifications may be different from those of our existing Franchisees. You should consider all of these (and other) factors and determine if the Restaurants whose results are reported are really comparable to the Restaurant that may be operated by you.

For many Restaurants, location can be an important factor affecting results, particularly with respect to demographics, competition and general economic conditions. It is possible that the character of existing Restaurant locations may be different than where you plan to do business. Location, competition and other factors may change over time and this could have an effect (positive or negative) on your results in the future. You should, before making any investment decision, carefully examine any location you might choose, together with the surrounding area, including an analysis of existing and potential competition, research the need in the proposed area of operation for a fast casual restaurant, as well as other characteristics of the area.

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 Warren Christiansen at 9720 Wilshire Boulevard Suite 500 Beverly Hills, California 90212, (310) 319-1850, the Federal Trade Commission, and the appropriate state regulatory agencies.

Written substantiation for the financial performance representation will be made available to the prospective franchisee upon reasonable request.

ITEM 20
OUTLETS AND FRANCHISEE INFORMATION

Table No. 1 – System-wide Outlet Summary
For Years 2020 to 2022

Outlet Type	Year	Stores at the Start of the Year	Stores at the End of the Year	Net Change
Franchised	2020	361	380	19
	2021	380	409	+29
	2022	409	408	-1
Affiliate-Owned	2020	70	38	-32
	2021	38	4	-34
	2022	4	2	-2
Total	**2020**	**431**	**418**	**-13**
	2021	**418**	**413**	**-5**
	2022	**413**	**410**	**-3**

Table No. 2 - Transfers from Franchisees to New Owners (other than the Franchisor)
For Years 2020 to 2022

State	Year	Number Of Transfers
California	2020	41
	2021	20
	2022	19
Nevada	2020	0
	2021	6
	2022	0
Washington	2020	2
	2021	5
	2022	0
Oregon	2020	0
	2021	15
	2022	0

State	Year	Number Of Transfers
Arizona	2020	0
	2021	0
	2022	1
Total	**2020**	**43**
	2021	**46**
	2022	**20**

Table No. 3 – Summary of Status of Franchisee-Owned Outlets For Years 2020 to 2022

State	Year	Stores at Start of Year	Stores Opened	Terminations	Non-Renewals	Reacquired By Franchisor	Ceased Operations - Other Reasons	Stores at End of the Year
Alaska	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Arizona	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
California	2020	321	34	0	0	0	14	341
	2021	341	9	0	0	0	6	344
	2022	344	9	0	0	0	9	344
Hawaii	2020	5	0	0	0	0	0	5
	2021	5	0	0	0	0	0	5
	2022	5	0	0	0	0	0	5
Nevada	2020	6	0	0	0	0	0	6
	2021	6	6	0	0	0	0	12
	2022	12	1	0	0	0	0	13
Oregon	2020	3	0	0	0	0	2	1
	2021	1	15	0	0	0	0	16
	2022	16	0	0	0	0	3	13

State	Year	Stores at Start of Year	Stores Opened	Termination s	Non-Renewals	Reacquired By Franchisor	Ceased Operations - Other Reasons	Stores at End of the Year
Texas	2020	1	2	0	0	0	0	3
	2021	3	0	0	0	0	0	3
	2022	3	1	0	0	0	0	4
Washington	2020	23	0	0	0	0	1	22
	2021	22	5	0	0	0	0	27
	2022	27	1	0	0	0	1	27
Total	**2020**	**361**	**36**	**0**	**0**	**0**	**17**	**380**
	2021	**380**	**35**	**0**	**0**	**0**	**6**	**409**
	2022	**409**	**12**	**0**	**0**	**0**	**13**	**408**

Notes:

1. All numbers are as of December 31. The numbers in these columns reflect Restaurants rather than franchisees and include Dine-In Models and DCU Models, as well as the “Clubhouse Model” and “PWB Model” that are not offered under this Disclosure Document and are not part of our current/standard franchise offering. They do not include any test market locations we may periodically establish. Some franchisees own more than one Restaurant.

2. The numbers in the column "Ceased Operations – Other Reasons" may include Restaurants where the franchisee requested termination and the parties mutually agreed to terminate the Franchise Agreement.

Table No. 4 – Summary of Status of Affiliate-Owned Outlets
For Years 2020 to 2022

State	Year	Stores at Start of Year	Stores Opened	Stores Reacquired from Franchisees	Stores Closed	Stores Sold to Franchisees	Stores at End of the Year
California	2020	40	0	0	0	32	8
	2021	8	0	0	0	7	1
	2022	1	0	0	0	0	1
Nevada	2020	10	0	0	0	0	10
	2021	10	0	0	0	7	3
	2022	3	0	0	0	2	1

State	Year	Stores at Start of Year	Stores Opened	Stores Reacquired from Franchisees	Stores Closed	Stores Sold to Franchisees	Stores at End of the Year
Oregon	2020	15	0	0	0	0	15
	2021	15	0	0	0	15	0
	2022	0	0	0	0	0	0
Washington	2020	5	0	0	0	0	5
	2021	5	0	0	0	5	0
	2022	0	0	0	0	0	0
Total	**2020**	**70**	**0**	**0**	**0**	**32**	**38**
	2021	**38**	**0**	**0**	**0**	**34**	**4**
	2022	**4**	**0**	**0**	**0**	**2**	**2**

All numbers are as of December 31 and include all Restaurant Models (Traditional Dine-In, DCU, Clubhouse and PWB Models, as well as Non-Traditional Models).

Table No. 5 – Projected Openings (Both Franchised and Company-Owned) as of December 31, 2022

Column 1 State	Column 2 Franchise Agreements Signed But Outlet Not Opened as of 12/30/22	Column 3 Projected New Franchise Outlet in Fiscal Year Ending 12/31/23	Column 4 Projected New Affiliate-Owned Outlet in Fiscal Year Ending 12/31/23
California	9	10	0
Texas	3	2	0
Nevada	2	0	0
TOTAL U.S.	**14**	**12**	**0**
TOTAL INT'L	**0**	**0**	**0**
Grand Total	**14**	**12**	**0**

(1) These numbers include projected Restaurants owned 100% by our affiliates, and by joint ventures in which an affiliate of The Round Table Franchise Corporation is a member.

Attached to this Disclosure Document as part of Exhibit H is a current list of the names, addresses and telephone numbers of all existing franchisees. Also attached to this Disclosure Document as Exhibit H is a list of the name, city and state and current business telephone number (or, if unknown, last known home telephone number) of every franchisee who has had his or her franchise terminated, canceled, not renewed or otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement during the twelve months ended December 31, 2022, or who has not communicated with us or our representative within the 10 week period before the date this Franchise Disclosure Document was issued. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

During the last 3 fiscal years, we have signed confidentiality clauses with certain franchisees that may restrict them from discussing with you certain aspects of their experiences as a franchisee in our franchise system. There are currently no trademark-specific franchisee organizations.

ITEM 21
FINANCIAL STATEMENTS

Attached as Exhibit I to this Disclosure Document are our audited financial statements for the years ended December 25, 2022, December 26, 2021, and December 27, 2020.

ITEM 22
CONTRACTS

The following sample contracts are included in this Disclosure Document:

Exhibit A	Franchise Agreement
Exhibit B	Area Development Agreement
Exhibit D	Current form of Mutual Release
Exhibit E	Current form of Non-Disclosure and Non- Compete Agreement
Exhibit J	Brand Technology System Support Services Agreement

ITEM 23
RECEIPT

Two copies of an acknowledgment of your receipt of this Disclosure Document appear as the last 2 pages of the Disclosure Document. Please return one signed copy to us and retain the other for your records.

Exhibit A

Franchise Agreement

THE ROUND TABLE FRANCHISE CORPORATION

FRANCHISE AGREEMENT

(Dine-In or DCU Model)

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Attachment No. 1: Personal Guaranty

EXHIBITS

Exhibit A	Data Sheet of Material Terms (the "Data Sheet")
Exhibit B	Statement of Exceptions, Practices & Procedures (July 1997)
Exhibit C	Form of Mutual Release of Known Claims
Exhibit D	Outline of Topics - Annual Business Plan (New Restaurants - First Year Plan)
Exhibit E	Outline of Topics - Annual Business Plan (Existing Restaurant)
Exhibit F	Names; Equity Owners of Franchisee
Exhibit G	Delivery Territory
Exhibit H	Cookie Equipment Lease (For Franchisees Who Elect to Lease Cookie Equipment)

THE ROUND TABLE FRANCHISE CORPORATION
FRANCHISE AGREEMENT

THIS AGREEMENT is entered into by and between: (i) THE ROUND TABLE FRANCHISE CORPORATION, a corporation with its current place of business at 9720 Wilshire Blvd. Suite 500 Beverly Hills California 90212 ("**Franchisor**"); and (ii) the Franchisee named in Section 1(a) below with a business address and address for notices set forth on Exhibit A (collectively, the "**Franchisee**").

RECITALS

A. Franchisor has established a method and system ("System") for the development and operation of ROUND TABLE® Pizza restaurants, which includes, without limitation, the current marks ROUND TABLE, THE ROUND TABLE PIZZA, THE ROUND TABLE and THE ROUND TABLE PIZZA as well as all related names, trademarks, service marks, logos, copyrights and associated goodwill; distinctive building designs, decor, color schemes and trade dress and signage; an operations manual incorporating required standards, procedures, policies, and techniques; secret food formulae; and advertising, marketing, and promotional programs.

B. Pursuant to Franchisor's continuing efforts to develop its chain of pizza restaurants, Franchisor desires to grant to Franchisee, and Franchisee desires to obtain from Franchisor, the right to establish and operate the Restaurant in accordance with and under the System.

C. This Agreement is for the establishment of a single ROUND TABLE Pizza restaurant that is either (1) a "dine-in" model that offers and sells menu items for dine-in, carryout and delivery (the "Dine-In Model"), or (2) a "delivery and carry out" model that only offers and sells menu items for delivery and carry-out without any kind of dine-in services (the "DCU Model"), as indicated in Section 1(a). For purposes of this Agreement, the foregoing models are, at times, referred to as a "Store Model."

IN CONSIDERATION OF THE COVENANTS CONTAINED HEREIN, IT IS AGREED AS FOLLOWS:

1 **KEY TERMS AND GRANT OF FRANCHISE**

(a) Key Terms.

Franchisee:				
Effective Date:	________________, 20____	Type of Restaurant: (check one)	☐ Dine-In Model	☐ DCU Model
Approved Location of Restaurant (once Known):				
Site Selection Area (if no Approved Location as of Franchise Agreement Signing):				
Opening Deadline:	________________, 20____	Initial Franchise Fee:	$__________________	
Expiration of Initial Term:	________________, 20____	Co-Brand (Optional):		

Control Person:		Opening Date:	________________, 20____
Royalty Rate:	4%	Marketing Fund Rate:	4%

(b) Grant. This Agreement is for the establishment of a single ROUND TABLE® Pizza restaurant (the "**Restaurant**") that: (i) must be located (a) at the approved location described in Section 1(a) across from the words "Approved Location of Restaurant", or (b) within the site selection area identified in Section 1(a) across from the words "Site Selection Area" if a location is not approved by Franchisor and secured by Franchisee as of the date this Agreement is executed; and (ii) opened on or before the opening deadline described in Section 1(a) across from the words "opening deadline". Subject to all the terms and conditions of this Agreement, Franchisor grants to Franchisee the nonexclusive right to use the System to establish and operate a franchised Restaurant of the Store Model type described in Section 1(a) across from the words "Type of Restaurant" (the "**Franchise**"). Franchisee acknowledges that adherence to the standards and policies of the System, as changed from time to time, is absolutely essential for the continued operation of the Franchise granted by this Agreement. This Agreement does not grant to Franchisee any rights to develop or operate any other ROUND TABLE Pizza restaurants at any locations other than the single location designated in Section 1 of this Agreement.

2 LOCATION AND PROTECTED TERRITORY

(a) Restaurant Location. Franchisee shall have the right to establish the Restaurant at the single location designated above. Except as provided below, while this Agreement is in force, Franchisor shall not operate or enfranchise any other business that has as its primary objective the sale of pizza within a radius of one (1) mile of the Restaurant. Nothing in this Agreement shall prohibit Franchisor from operating or enfranchising a business that has as its primary objective the sale of pizza in a non-retail oriented venue having no direct external access ("**Non-Retail Venue**") such as an airport, hotel, convention center, sports arena or stadium, college campus, amusement park or similar venue, which Franchisor determines, in its sole discretion, does not meet its criteria for a traditional Round Table Pizza restaurant or delivery and carry-out units (including without limitation a location within the premises of another business), or in a mall within a one (1) mile radius of the Restaurant; provided, however, that there shall be no external ingress or egress from the mall location and that the restaurant in the Non-Retail Venue or mall location will not offer or provide delivery services outside the boundaries of the venue. For purposes of this Agreement, a mall means a shopping center of not less than 250,000 square feet of gross leasable area where stores front on both sides of a pedestrian walkway which may be enclosed or open. Further, if the Restaurant is located in a mall or within certain metropolitan areas as may be designated from time to time by Franchisor, no such exclusive right to the area within a one (1) mile radius shall be granted. Any protected territory granted to Franchisee herein is with respect to the establishment of other restaurant locations only, and shall not be deemed to grant to Franchisee any exclusive market or trade area. Except as provided in the next sentence, any relocations of the Restaurant shall require Franchisor's prior written consent which may be withheld in its sole discretion.

During the term of this Agreement, Franchisee may relocate the Restaurant within the one (1) mile radius of the Restaurant only if:

(i) The new location meets Franchisor's then-current criteria for new locations;

(ii) Franchisor determines, in its reasonable discretion, that such relocation will not have an adverse competitive impact on the System, or diminish the quality of Franchisee's delivery services (if any);

(iii) All accrued obligations of Franchisee to Franchisor under this Agreement shall have been performed or satisfied in full;

(iv) Franchisee and Franchisor shall have executed a general release of each other in a form satisfactory to Franchisor of all claims that are known or reasonably could have been known (the release shall not include claims by third parties subject to indemnification under paragraph 7(y) below);

(v) Franchisee reasonably meets or exceeds Franchisor's standards applicable to new franchisees; and

(vi) Franchisee successfully (a) relocates the Restaurant to a location that Franchisor approves in accordance with the terms in this Section 2(a) above, and (b) resumes operation of the Restaurant at the relocated site within 12 months of the closing date of the original location.

(b) Delivery Territory. Regardless of the Store Model at issue, Franchisee may offer off site delivery services only to customers located within the geographic boundaries specifically marked and set forth in Exhibit "G" attached hereto and incorporated herein by reference ("Delivery Area"). Franchisee may not actively solicit customers outside of the Delivery Area with mailings, coupon drops or similar services and/or methods. Notwithstanding the foregoing, if Franchisee legally obtains contact information, including mobile telephone numbers and email addresses, for customers who reside outside of Franchisee's Delivery Area through digital channels approved by Franchisor, such as the Round Table Loyalty program or other authorized SMS messaging programs, Franchisee is not prohibited against digitally soliciting those customers to drive business; provided that such solicitations are in compliance with all applicable laws, rules and regulations. If Franchisee contracts with a third party to provide delivery services (to the extent authorized by Franchisor), Franchisee is responsible for (a) supplying the third party delivery service provider with the boundaries of the Delivery Area, and (b) securing an agreement from the third party service provider pursuant to which the service provider agrees to restrict their delivery services within the Delivery Area. Subject to the same conditions described in subsection (a) above, Franchisor shall not offer delivery services in the Delivery Area provided that Franchisee is not in default of this Agreement. Franchisor may adjust the Delivery Area to account for changes in vehicular traffic patterns or other operational considerations related to control of product quality; provided, further, such an adjustment shall not be made, in any case, because Franchisor may subsequently authorize the establishment of a franchise to be located in a geographically proximate area. Franchisee acknowledges that these boundaries are based on quality control and related operational considerations and are not related to any protected territory granted Franchisee with respect to the establishment of ROUND TABLE Pizza locations. In some cases where delivery may not be feasible or permissible, as determined by Franchisor in its sole discretion, Franchisee may not offer off-site delivery services.

3 TERM OF AGREEMENT

This Agreement shall commence on the Effective Date as set forth in Section 1 and shall expire on the date set forth in Section 1 listed across from the "Expiration of Initial Term" (the "Expiration Date"). The term of this Agreement commences on the Effective Date and ends on the Expiration Date. The term of the lease or sublease (including options) Franchisee enters into for the location shall be for such period of time. Once the Restaurant opens for business, Franchisor shall insert the exact opening date in Section 1 and Franchisor reserves the right to make Franchisee initial any such update to Section 1. If Franchisee is acquiring an existing ROUND TABLE® Pizza restaurant, the term shall be the shorter of: (a) the remaining term of the transferor's franchise agreement; or (b) the remaining term of the existing lease (including options) for the Restaurant.

4 **RENEWAL OF FRANCHISE**

Franchisee, at its option, shall have the right to renew this Agreement for the shorter of the remaining term of the lease or sublease (including option periods) or ten (10) years, provided that:

(a) Written Notice. Franchisee gives Franchisor written notice of its election to renew not less than twelve (12) months prior to the expiration of the term;

(b) No Default. Franchisee, when notice is given and at the time of renewal, is not in default of any material provision of either this Agreement or any amendment hereof;

(c) Additional Conditions. When Franchisee delivers the notice to Franchisor, and on the effective date of the renewal which shall be the day after the expiration date of the initial term, the following conditions shall exist:

(i) The Restaurant and its contents shall be in first-class condition and repair;

(ii) The Restaurant premises shall be clean, neat and sanitary;

(iii) The Restaurant shall be adequately lighted and appear as a clean, wholesome and sanitary environment;

(iv) All reasonable repairs and replacements which are needed or have been requested by Franchisor, in writing, shall have been made; and

(v) All Restaurant personnel shall be clean and neat in appearance;

(vi) Franchisee shall have the right to an expeditious, cost-effective binding arbitration, as set forth herein, of the reasonableness of Franchisor's assertion of failure of any of the above conditions (A) through (E).

(d) No Monetary Obligations Outstanding. All monetary obligations owed by Franchisee to Franchisor or its designee have been satisfied prior to renewal;

(e) Renewal Fee. Franchisee shall pay Franchisor the sum of $2,500 to offset expenses incurred in connection with the renewal;

(f) Release. Franchisee and Franchisor shall execute a general release of each other of all claims that are known or reasonably could have been known. The release shall not include claims by third parties subject to indemnification under paragraph 7(y) below. The release will be in a form substantially similar to that set forth in Exhibit "C" attached hereto and will be subject to Franchisor's reasonable approval. Notwithstanding the foregoing, if Franchisee is not current in its payments to Franchisor, including without limitation, payments of periodic Royalty Fees and Marketing Fees, and if Franchisor, in its discretion, permits Franchisee to renew and waives the requirement of Paragraph 4(d) above, Franchisee shall execute and deliver to Franchisor a general release of all claims in a form acceptable to Franchisor.

(g) Lease. Franchisee furnishes Franchisor with a copy of a lease for the Restaurant premises indicating that Franchisee's right and ability to possess the premises is assured for the renewal term; and

(h) Remodeling. Franchisee performs such remodeling as Franchisor may reasonably require pursuant to paragraph 7(l) below;

5 FEES

(a) Franchise Fee. Franchisee must pay Franchisor the initial franchise fee set forth in Section 1 across from the words "Initial Franchise Fee" immediately upon execution of this Agreement, with the parties agreeing and acknowledging that such fee shall be deemed fully earned upon execution of this Agreement and not refundable under any circumstances.

(b) Royalty Fee. Franchisee must pay Franchisor a royalty fee (the "Royalty Fee") equal to the greater of (a) the Royalty Rate (as set forth in Section 1) multiplied by your Net Sales (as defined in Section 5(e) below), and (b) a minimum royalty amounting to $750 per month, in consideration of the ongoing right to use the Marks and the System in accordance with this Agreement, and not in exchange for services rendered by Franchisor. The interval and manner in which Franchisee must pay Royalty Fees and any other recurring fees described in this Section 5 and otherwise in this Agreement are set described more fully in Section 5(k) below.

(c) Marketing Fee. Commencing from the date the Restaurant opens, Franchisee shall must contribute an amount equal to the Marketing Fund Rate (as set forth in Section 1) multiplied by the Net Sales of the Restaurant (the "Marketing Fee") to the RTP brand and marketing fund (the "Fund"), if and to the extent we determine to administer that Fund consistent with the terms of this Agreement. The Fund shall be maintained in a separate account and shall be administered by Franchisor in accordance with paragraph 6(h) below.

(d) Relocation Fee. If Franchisee desires to relocate the Restaurant during the term of this Agreement (which relocation must be in compliance with the conditions set forth in paragraph 2 above), Franchisee shall pay Franchisor a relocation fee amounting to $2,000. Upon request by Franchisee, Franchisor shall provide Franchisee with copies of invoices from any third party providers.

(e) Definition of Net Sales. The term "Net Sales" means all revenue and receipts (including delivery charges) generated by your Store or any support facility associated with its operations, including any and all revenue generated from the sale of menu items and alcohol at the Store itself and/or via the provision of any permitted catering services or "Off-Site Events" activities that your Store conducts or provides (including additional delivery charges). The term "Net Sales" does not include: (i) the amount of any valid and active coupons or similar discounts that a customer redeems in connection with a given sale (except as may be reimbursed by the Company); (ii) the revenue generated by any vending machines and/or games (arcade and other coin-operated attractions) located at the Store, to the extent such revenue constitutes five percent (5%) or less of the Store's cumulative Net Sales for a given reporting period; (iii) sales taxes levied upon retail sales if franchisee is required to subsequently pay such taxes to the appropriate governmental authorities; (iv) good faith customer refunds; (v) reasonable costs associated with transactions associated with provided Store employees reasonable meal(s) during their shift/employment with the Store. For purposes of clarification, "Net Sales" may include revenue generated by the vending machines, arcade games and/or other "games" that customers can pay to play while at the Store to the extent the revenue generated by these attractions is greater than five percent (5%) of the total Net Sales of the Store over the applicable reporting period.

(f) Training-Related Costs, Expenses and Fees:

(i) Franchisor may periodically conduct additional, refresher and/or advanced training programs for Franchisee, its operating principal, management, and/or other Restaurant personnel at our office or another location that we designate. There will be no charge for training programs that Franchisor requires Franchisee or its personnel to attend, but Franchisor may charge its then-current training fee for optional training programs. Franchisor may provide additional training in person, via teleconference, via the Internet, online training models, or by any other means, as it determines appropriate. Franchisor also reserves the right to charge its then-current training fee in connection with any training that Franchisee requests the Franchisor to provide (in addition to any costs/expenses incurred by Franchisor's training personnel).

(ii) If Franchisor determines that the Restaurant is being operated in a manner that is not consistent with the terms of this Agreement or the Manuals, or if you are otherwise in material default of this Agreement, Franchisor may require that Franchisee and/or certain Restaurant personnel complete up to five (5) additional days of training at (a) our then-current headquarters, (b) the Restaurant, or (c) other location we designate, that is designed to address the default or other non-compliance issue. Franchisor may require you and your designated trainees to pay our then-current Training Fee in connection with attending such remedial training. During all additional and/or remedial training, Franchisee is responsible for all travel and living expenses, wages, and other expenses incurred by all trainees.

(g) Renewal and Transfer Fees. Franchisee must pay Franchisor all applicable renewal or transfer fees as described below in this Agreement, as and when such fees become due hereunder.

(h) Interest; Late Fees. If any payment due to Franchisor is not received in full by the due date, Franchisee agrees to pay Franchisor daily interest on the amount owed, calculated from the due date until paid, at the rate of 18% per annum (or the maximum rate permitted by law, if less than 18%). Franchisee also agrees to pay Franchisor a late fee in the amount of $25 for each week that a payment is paid after the due date for payment. This late fee is subject to increase upon 60 days prior written notice, but will not be increased more than once in any 12 month period.

(i) Taxes. Franchisee is responsible for all taxes, assessments, and government charges levied or assessed on Franchisee and/or otherwise in connection with your business activities under this Agreement. In addition, Franchisee must pay Franchisor the amount of any taxes imposed on Franchisor or its affiliates (and any taxes imposed on these parties as a result of such imposition) by federal, state, or local taxing authorities as a result of our receipt of any Royalty Fee or Marketing Fee (not including standard income tax).

(j) Timing of Payments of Royalty Fees; Marketing Fees and Other Amounts Due to Us. The Royalty Fees and Marketing Fees are due Franchisor and must be accurately reported by Franchisee at the times and in the manner we specify in this Agreement, the Manuals or otherwise. Franchisor reserves the right to collect the Royalty Fee, Marketing Fees and any other amounts that are due to us or our affiliates in connection with the Restaurant and/or this Agreement on a given date each month (i.e. the 5th or 10th) based on the Net Sales generated by the Restaurant in the preceding calendar month. For the purpose of payment, the preceding months Net Sales must be reported by the 10th of each month so that Franchisor can initiate the ACH draft payment or otherwise receive payment by the 25th of each month. If Franchisee is more than fifteen (15) days late in paying the Royalty or Marketing Fees, a late charge at the maximum rate permitted by state law shall be payable on the unpaid fee from the date such payment was due; payments shall be deemed "past due" if not received by Franchisor on or before the twenty-fifth (25th) day of the calendar month in which payment is due.

(k) Methods of Payment. Franchisee must make all payments to Franchisor by the method or methods that Franchisor specifies from time to time in the Manuals, which may include payment via wire transfer or electronic debit to from the bank account that holds the Net Sales and operating funds of the Restaurant (the "EFT Account"). Franchisor must furnish Franchisee and the applicable bank with all authorizations necessary to effect payment by the methods Franchisor specifies with respect to all amounts due to Franchisor and/or its affiliates hereunder. Franchisor currently requires Franchisee to: (i) make payment of all amounts owed hereunder by electronic debit from Franchisee's specified, dedicated checking or savings account that is deemed the EFT Account hereunder; and (ii) provide Franchisor with a completed and executed form of Authorization Agreement for Preauthorized Payments in substantially the same form as the form attached hereto as Exhibit F. Franchisee must maintain sufficient funds in the designated EFT Account to withdraw the Royalty Fees, Marketing Fees and any other fees or charges owed to Franchisor and/or its affiliates at any time hereunder. Franchisee may not, under any circumstances, set off, deduct or otherwise withhold any Royalty Fees, Marketing Fees, interest charges, or any other monies payable under this Agreement on grounds of Franchisor's alleged non-performance of any obligations or for any other reason. If Franchisee fails to timely report any Net Sales, or Franchisor is otherwise unable to access and accurately determine the Net Sales generated by the Restaurant over a given reporting period, Franchisor may (i) estimate the amount of fees due, and (ii) make a corresponding withdrawal from the EFT Account based on Franchisor's estimate plus 10% of that estimate. If Franchisor underestimates any fees due, Franchisee will remain obligated to pay the total amount of fees due. If Franchisor overestimates any fees due, Franchisor will credit the fees paid against fees due in the next payment period after Franchisor receives accurate records regarding the Net Sales of the Restaurant as required hereunder. Franchisor has the right to set off against any payments that Franchisor might owe to Franchisee in connection with this Agreement against any fees that Franchisee or its principals/affiliates owe to Franchisor or its affiliates under this Agreement or any other agreement between any of the foregoing parties.

(l) Cost of Living Adjustment. An amount shall be added to the renewal fee (subparagraph 4(a)(v)), the transfer fee (paragraph 9(g)) and the maximum relocation fee (paragraph 5(d)) equal to the percentage of the applicable fee that reflects the percentage increase since July 1997 in the Consumer Price Index For All Urban Consumers for the West - All Items, as compiled by the U.S. Department of Labor, Bureau of Labor Statistics or a comparable index if the Consumer Price Index is no longer in existence. These fees may be adjusted annually at July 1 of each year.

6 DUTIES OF FRANCHISOR

Franchisor will provide the following services subject to the remedy provision set forth in paragraph 11(j) below:

(a) Location. It is Franchisee's obligation to find a suitable location for the Restaurant which meets Franchisor's approval. Franchisor will assist Franchisee with the search by advising and consulting with Franchisee, if requested to do so by Franchisee. Franchisee acknowledges that Franchisor's acceptance of a location does not constitute a representation or guarantee by Franchisor that the location will be a successful location for the Restaurant.

(b) Training and Support.

(i) Initial Training. If the Restaurant is Franchisee's first Round Table Pizza restaurant, before the Restaurant opens for business, Franchisee (or, if Franchisee is an entity, one (1) of its owners), as well as the individual responsible for the day-to-day operations of the Restaurant (if different from Franchisee), shall successfully complete Franchisor's customary training and indoctrination course concerning the operation of the Restaurant (based on the Store Model at issue). Before attending initial training, Franchisee must attend and satisfactorily complete, at Franchisee's expense, a certified food safety training course approved by Franchisor. Franchisor will provide instructors, facilities, and materials for the initial training program at no charge, if all of Franchisee's personnel are trained during the same training session. Franchisor reserves the right to charge a reasonable fee for training persons who are repeating the course or replacing a person who did not pass and for later managers or employees who attend the course. Franchisee is responsible for any travel and living expenses, wages, and other expenses that its trainees incur. Franchisor, in its sole discretion, may require a manager or other designated representative of Franchisee to successfully complete the training course. In addition, prior to completing initial training, Franchisor shall assist Franchisee in preparing a business plan for the Restaurant which shall cover a twelve (12) month period commencing upon Franchisee's completion of training. The business plan, the final form of which is subject to Franchisor's approval, shall set forth a pre-opening timetable, a schedule for construction, a hiring plan for Franchisee's employees, scheduled opening of the Restaurant and such other items as Franchisor shall require ("Business Plan"). Franchisee's completion of the approved Business Plan is a prerequisite to successful completion of initial training. An outline of the subject areas to be addressed in the Business Plan is attached to this Agreement as Exhibit "D."

(ii) Opening and Post-Opening Support for New Franchisees. If the Restaurant is Franchisee's first Round Table Pizza restaurant, Franchisor shall provide Franchisee with pre-opening and post-opening support which shall consist of on-site visits from Franchisor's representatives prior to the opening of the Restaurant, review of Franchisee's design, construction and equipment plans, a pre-opening inspection to determine whether all conditions to opening have been met and such on-site assistance during and after opening as Franchisor deems reasonably appropriate.

(A) Upon receipt of Franchisee's proposed design, layout and equipment plans ("Store Plans"), Franchisor will review such plans and either consent to them or provide Franchisee with a written summary of required changes. Franchisee shall implement any required changes and shall not file plans with regulatory authorities or proceed with construction until receiving Franchisor's written consent to the plans.

(B) Prior to the scheduled opening of the Restaurant Franchisor will send a representative to meet with Franchisee at the Restaurant site to determine whether or not construction of Franchisee's Restaurant is in compliance with the Business Plan and the Store Plans.

(C) Prior to the scheduled opening of the Restaurant, Franchisor shall assist Franchisee with training new employees of the Restaurant.

(D) Prior to the scheduled opening of the Restaurant Franchisor will send a representative to the Restaurant to conduct an on-site pre-opening final review in order to determine whether the Restaurant meets all material pre-opening conditions set forth in the Business Plan. If the Restaurant fails to meet the conditions Franchisor will provide Franchisee with a written report of the deficiencies and requirements to remedy them. Franchisee shall take all steps necessary to implement the requirements set forth in the report. In no event shall Franchisee open the Restaurant without compliance with such pre-opening conditions. Franchisor's representative may assist Franchisee in implementing corrections required by Franchisor's report, but shall not be required to do so. If Franchisee is not able to implement the corrections during the time Franchisor's representative is conducting the on-site review, Franchisee will be responsible for the costs of any additional on-site visits made by Franchisor's representative in order to determine compliance with pre-opening conditions.

(E) Franchisor will send a representative to the Restaurant for its opening to provide assistance to Franchisee for a period of time necessary to implement the opening requirements set forth in the Business Plan, provided that such assistance shall not be required to exceed one (1) week. During this period of time, Franchisor's representative shall also assist Franchisee in formulating additional objectives for the sixty (60) day period following opening of the Restaurant.

(F) Upon request, Franchisor will send a representative to the Restaurant at least once a month during the ninety (90) day period following opening of the Restaurant and once every three (3) months after that during the one (1) year period following opening of the Restaurant, to assist Franchisee in implementing the additional objectives. Following this period of time, if the additional objectives have not yet been implemented, Franchisor may, at Franchisee's request and expense, provide a representative to continue to assist Franchisee in such implementation.

(iii) Periodic Training and Updates. Franchisor shall offer periodic training in connection with the introduction of new products, material changes in operational procedures or other topics which Franchisor determines appropriate. If Franchisor requires attendance at any additional training program(s) or course(s), Franchisee and/or its manager(s) shall successfully complete such program(s) or course(s). Franchisor may provide training tools, internal and/or external testing materials to help facilitate and/or ensure that all personnel of the Restaurant are trained by Franchisor or Franchisee, as appropriate hereunder, acquire and maintain all initial training and any ongoing training Franchisor determines to provide hereunder, as Franchisor determines appropriate in its discretion.

(A) Amongst other training, Franchisor may provide or require the type of training described above in Section 5(f) and, if Franchisor has the right to do so, charge its then-current training fee in connection with such training.

(B) Notwithstanding the foregoing, Franchisee agrees and acknowledges that: (i) Franchisee is solely responsible for all personnel decisions involving the Restaurant, including all hiring, firing, replacing, scheduling and other tasks associated with managing the personnel of the Restaurant as an independent owner and operator of the Franchise; and (ii) nothing in this Agreement or the underlying franchise relationship shall, or may be construed to, create any kind of employer-employee, co-employer or joint employer relationship between (a) Franchisor, and (b) Franchisee and its personnel.

(iv) Special Training and Optional Services. If Franchisee is an existing Round Table franchisee opening or assuming operational responsibility for an additional Round Table franchise pursuant to this Agreement, then, upon Franchisee's request, Franchisor will provide the services described in subparagraph 6(b)(ii), provided Franchisee submits a completed Business Plan as described in subparagraph 6(b)(i).

(c) Operations Manual and Advertising Manual. Franchisor shall loan or other provide Franchisee with access to (online or otherwise), a copy of the Round Table® Pizza Restaurants Operations Manual and copies of all marketing and advertising manuals currently in use, and copies of any revisions of such manuals by Franchisor or other manuals as may be developed by Franchisor. Collectively, the manuals will contain information relating to the development, opening and operation of the Restaurant, including food formulas and specifications for designated food and beverage products; required menu items; methods of inventory control; bookkeeping and accounting procedures; marketing ideas and materials; business practices and policies; and other management, advertising and personnel policies (sometimes, collectively, the "Manuals"). Franchisor shall periodically update the Manuals, and provide Franchisee with supplements to the Manuals, as reasonably necessary and appropriate. The Manuals are, and are intended to remain, proprietary to Franchisor.

(d) Design. Franchisor shall designate the standard design, color scheme, trade dress and motif for the Restaurant. Franchisor will maintain a library of "model" designs for Round Table Pizza restaurants. Upon receipt of Franchisee's proposed Store Plans, Franchisor will review such plans and either consent to them or provide Franchisee with a written summary of required changes. Franchisee shall implement any required changes and shall not file plans with regulatory authorities or proceed with construction until receiving Franchisor's written consent.

(e) Fixture, Sign, Equipment, Inventory and Supply Specifications. Franchisor shall designate standard fixtures, signs, current menu reader boards, equipment, and initial and continuing inventory and supplies for placement in and use at the Restaurant. Franchisor will maintain, and make available to Franchisee, information concerning products and equipment regularly used in the operation of Round Table Pizza restaurants. Franchisor will periodically analyze and consider new products and equipment for possible introduction in Round Table Pizza restaurants. If Franchisor determines in its discretion that such products or equipment should be included in certain or all Round Table Pizza restaurants and the introduction of the new product or equipment will cause a material alteration in the operation of the Restaurant, Franchisor will test the new product or equipment in its own Round Table Pizza restaurants or in one or more franchised Round Table Pizza restaurant location(s). Results and analysis of Franchisor's tests of the proposed new product or equipment will be provided to franchisees. Training will be conducted and information concerning the products and equipment will be available for review by affected franchisees. Franchisor will maintain comprehensive source materials for products and equipment necessary for the operation of a Round Table Pizza restaurant and will make such information available to all franchisees upon request. The library will include information concerning pricing, availability, performance specifications, maintenance and repairs, and if available, performance reviews by Franchisor or franchisees who have used the product in the actual operation of a Round Table Pizza restaurant. Franchisor will also use reasonable efforts to obtain system-wide or group pricing from relevant distributors and manufacturers to assist franchisees in securing the best pricing for needed equipment and supplies. By providing such information and assistance, Franchisor is neither requiring nor recommending the use of any specific equipment or supplies.

(f) Advice and Consultation. Franchisor shall advise and consult with Franchisee periodically in connection with the development and operation of the Restaurant. Franchisor shall communicate to Franchisee its know how, new developments, techniques, and improvements in restaurant management, food preparation, and services which are pertinent to the operation of the Restaurant in accordance with the System, all subject to Franchisee's obligation to maintain in confidence such information as would not ordinarily be disclosed during operation of the Restaurant. Franchisor shall communicate topical information concerning the business of the Restaurant; such information may include lists and referrals to third party providers and other resources. Such communication may be accomplished by field consultants, reports, seminars, or newsletters, electronic media, or other forms of communication. Franchisor shall also make available to Franchisee services, facilities, rights, and privileges which Franchisor makes generally available, from time to time, to all of its Franchisees operating within the System.

(g) Independent Status of Franchisee. Franchisor shall not establish requirements regarding: (1) Franchisee's employment policies, assignment or direction of Franchisee's employees, wages or hours of labor (except to the extent specified in paragraphs 7(m) and 7(n)); (2) the prices charged by Franchisee for products sold at or from the Restaurant; (3) the customers to whom such products may be sold; or (4) the sources from which Franchisee obtains any item or services used in the Restaurant (except as provided in paragraph 7(g)); or (5) the types of beer and wine served at the Restaurant. Franchisor shall not be involved to any extent in the actual management or operation of the Restaurant or Franchisee (if an entity). The parties agree and acknowledge that nothing in this Agreement or the underlying franchise awarded hereunder shall, or may be construed to, create any kind of employer-employee or joint employer relationship of any kind between (a) Franchisor, and (b) Franchisee and/or Restaurant personnel. Franchisee must post, in a prominent place in the Restaurant readily visible to the public, a notice indicating that Franchisee is an independent franchise operator, operating the franchised restaurant under the Round Table Pizza franchise system using the Marks and Trade Dress under license. Franchisor may provide the mandated form of notice to Franchisee, at no cost to Franchisee, in which event, Franchisee must use and display the mandated form, as directed by Franchisor.

(h) Administration of the Fund. Franchisor shall administer the Fund referred to in Section 5(c). The Fund exists for the primary purpose of promoting the System through advertising and promotional programs and materials. Franchisee acknowledges that the Fund, which may hire employees, agents and firms to carry out its purpose, shall be used to meet any and all costs, direct and indirect, incident to advertising for the System, including without limitation those incurred in administering the Fund, developing advertising and promotional programs and materials, conducting consumer research, employing individuals, and implementing related activities. Franchisor's charges to the Fund shall be limited to reimbursement for the reasonable cost of purchases, activities and services in furtherance of the purpose of the Fund. In its sole discretion, Franchisor shall determine the media, markets, and content of all advertising programs. Franchisor shall not make expenditures of the Fund for advertising directed primarily at the sale of franchises, except that Franchisor may use/display the phrase "Franchises Available" on any and all advertising, marketing and/or promotional materials. Franchisor shall account for the Fund separately from Franchisor's other funds and shall prepare reports on a quarterly basis. Such reports shall include advertising fees received, expenditures from the Fund and collections activity. Copies of Franchisor's accounting of the Fund shall be available to Franchisee upon request. Franchisor shall also prepare an annual audit of the Fund within one hundred eighty (180) days after the end of each accounting year of the Fund. If the Round Table Owners Association (or a successor independent association of Round Table Pizza restaurant operators comprised of fifty-one percent (51%) or more of all Round Table restaurants) or franchisees representing fifty-one percent (51%) or more of all Round Table restaurants in the System so request in writing within two hundred seventy (270) days after the end of the preceding accounting year for the Fund, a supplemental, final and binding audit of expenditures from the Fund shall be made by the Atlanta, Georgia firm of BDO, or by any other qualified provider on which Franchisor and the party requesting the audit mutually agree in writing ("Accountant") for any calendar year beginning with calendar year 1997. Franchisor shall reimburse the Fund to the extent the Accountant determines that Franchisor's expenditures and administration expenses did not materially comport with the stated purpose of the Fund (set forth above) constrained both by the reasonable industry standards for the administration of such funds and consistent with Franchisor's past practices. If Franchisor has not received reimbursement of all of its expenses for administering the Fund, it may nonetheless receive appropriate credit for such expenses against any expenditures and expenses that the Accountant determines were inappropriate. The Accountant's fee for the supplemental audit shall be paid from the Fund unless Franchisor is determined to owe a net amount for a particular calendar year exceeding three percent (3%) of the total fees paid into the Fund for that year, in which case Franchisor shall pay the fee. A copy of the results of the supplemental audit shall be sent to Franchisor and to the party who requested the audit. The parties hereto explicitly agree and acknowledge that the remedies set forth in this paragraph 6(h) are exclusive with respect to the rights and obligations described in this paragraph and that the parties shall have no other rights or remedies with respect thereto except to enforce the determination made by the Accountant.

(i) Franchisee Advisory Committee. Franchisor shall have the right to appoint an advisory committee comprised of at least three (3) franchisees who meet certain criteria established by Franchisor ("Advisory Committee"). If Franchisor does form the Advisory Committee, Franchisor shall consult with an independent association of Round Table Pizza restaurant operators comprised of fifty-one percent (51%) or more of all Round Table restaurants in establishing the rules and procedures for the Advisory Committee and its organization. The Advisory Committee shall be charged with responsibility for advising Franchisor in connection with important decisions affecting training, product and systems development, restaurant operations and operating standards, and design requirements for the Round Table System. Franchisor will consult with the Advisory Committee and obtain its input before making any material change to the System's operating requirements and standards.

(j) Adherence to System. In the operation of its Round Table Pizza restaurants (including those operated by its affiliate), Franchisor will comply with all material operational requirements of the System, including standards and requirements for off-site delivery, as are generally required of franchisees in the System.

7 DUTIES OF FRANCHISEE

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

(a) Preparation of Location. Franchisee must (a) secure a location that Franchisor approves from which to operate the Restaurant within 180 days of the date this Agreement is executed, and (b) construct, buildout and have the Restaurant open to the public within 12 months of the date this Agreement is executed. Immediately upon receipt of written acknowledgment from Franchisor that the Restaurant complies with the System specifications and requirements, Franchisee shall commence operation of the Restaurant.

(b) Lease Responsibilities. Except as otherwise provided herein, Franchisee shall be responsible for all terms and conditions of the lease covering the location, including any required security deposit and prepaid rent. Franchisee shall provide to Franchisor a copy of the fully executed lease (and any assignments and/or subleases thereto) immediately upon execution of this Agreement.

(c) Beer and Wine License. If the Restaurant is a Dine-In Model, Franchisee shall apply to the appropriate state and/or local authorities for an on sale beer and wine license for the Restaurant immediately upon execution of this Agreement. Franchisee shall be solely responsible for obtaining approval for such license prior to the opening of the Restaurant for business. In the event of regulatory delays, which could not, reasonably, have been avoided by Franchisee, Franchisor may, in its sole discretion, and upon terms and conditions it may require, authorize Franchisee to open the Restaurant for business prior to timely obtaining such license. Written application for such exemption from this licensing requirement must be made to Franchisor no later than 45 days prior to the opening of the Restaurant and must be accompanied by a copy of the completed license application, as filed. Franchisee may not transfer or modify the license without giving prior written notice to Franchisor. If the Restaurant is not a Dine-In Model, then it may not engage in the activities above or attempt to offer, promote or sell any alcohol from or in connection with the Restaurant operations unless (a) Franchisor agrees otherwise in a separate writing, and (b) Franchisee demonstrates that it is able to undertake such activities consistent with the applicable laws where the Restaurant is located.

(d) Construction Standards. Franchisee shall be responsible for the establishment and completion of the Restaurant, including construction or remodeling and equipment installation. Franchisee agrees that in constructing or remodeling the Restaurant, it shall secure all necessary permits and adhere to the plan, design, color scheme and motif of Round Table Pizza restaurants as specified by Franchisor, provided that Franchisee may make minor changes to the standard plans and specifications, if necessary, to meet the requirements of applicable codes and regulations. Franchisee shall submit all Store Plans and specifications to Franchisor for review prior to submitting them to regulatory authorities for approval and shall not submit plans to any regulatory authority or proceed with construction until Franchisor's written consent shall have been obtained. In the event Franchisee commences construction, remodeling, installation, or other work on the premises without the prior written approval of Franchisor, or contrary to the specifications and directions of Franchisor, Franchisee shall upon notice from Franchisor and solely at Franchisee's expense, promptly remove or appropriately modify all objectionable items so as to comply with Franchisor's specifications and directions.

(e) Fixture and Equipment Standards. Franchisee shall lease and/or purchase all fixtures and equipment designated by Franchisor and shall install, or have installed, in the Restaurant all such fixtures and equipment. Franchisee has the right to lease and/or purchase the fixtures and equipment from any source, provided, however, all fixtures, furnishings, color schemes, machinery, equipment, and accessories shall conform to specifications of design, color, quality, performance, and utility designated and approved by Franchisor.

(f) Sign Standards. Franchisee shall prominently display and maintain in good appearance and condition on the land and building comprising the Round Table Pizza restaurant all signs of such nature, form, color, illumination, and size, and containing such legends and symbols as Franchisor shall require. Franchisee shall not display at the Restaurant any signs to which Franchisor objects.

(g) Inventory and Supply Specifications. For the purposes of this paragraph, the types of inventory, supplies and products used in the operation of a Round Table Pizza restaurant can be divided into three categories: (1) "Proprietary Products"; (2) products using a logo or trademark; and (3) all other products, items and supplies. To insure uniformity and quality, and to protect the integrity of the Round Table name and marks, Franchisee agrees to the following restrictions regarding these various types of products, as follows:

(i) Proprietary Products. Franchisor has developed certain ingredients and products using or incorporating secret recipes or other trade secrets or information ("Proprietary Products"). These products include, without limitation, dough mixes, sauces and spice blends, as well as other ingredients. Franchisor may add additional Proprietary Products if future products are developed and authorized for use in Round Table Pizza restaurants. Franchisee agrees to purchase all Proprietary Products only from suppliers specified by Franchisor, and in no event will Franchisee alter or attempt to substitute any other product for any Proprietary Product. Franchisee will only use or distribute Proprietary Products in connection with the operation of the franchise granted herein and any other franchise which Franchisor may grant to Franchisee. Franchisor expressly reserves the right to designate suppliers, or itself to be the sole supplier, of Proprietary Products.

(ii) Advertising and Materials or Supplies Using Proprietary Marks or Logos. In the dispensing and sale of food products, and in displaying products and merchandise to be sold hereunder, all articles such as containers, cartons, bags, menus, napkins and other paper goods, packaging, point of sale advertising and promotional materials, shall be subject to approval by Franchisor as to quality and design and shall bear trademarks approved by Franchisor.

(iii) Brand-Name Products and Services. Franchisor may designate brand-name products and services that Franchisee must purchase and offer in the Restaurant and may require Franchisee to purchase these products from designated suppliers, including, without limitation, beverages and electronic ordering systems.

(iv) All Other Products, Inventory or Supplies. In order to protect the integrity of the Round Table System and the Proprietary Trademarks, Franchisor will from time to time establish and make available for review at Franchisor's offices, specifications for the types of products, inventory and supplies authorized for use in connection with the operation of the Restaurant. Except as may be required above, Franchisee may purchase any or all of its products, inventory and supplies from sources that are approved by Franchisor and that provide items that conform to Franchisor's specifications. Franchisee acknowledges that these specifications may be confidential and agrees not to reveal them to any party whatsoever including, without limitation, suppliers. Franchisor shall establish a process by which Franchisee may request approval of suppliers of products, inventory and supplies that meet Franchisor's specifications. The cost of qualification shall be borne by the prospective supplier.

(v) Restrictions Against Use of Non-Conforming Products. Franchisee shall: (1) use only recipes, flavorings, garnishments and food and beverage ingredients which meet Franchisor's standards and specifications as described above; (2) employ only those methods of food handling and preparation which Franchisor may designate from time to time; and (3) serve and dispense only foods and beverages of the types authorized by Franchisor. Franchisor may require Franchisee to purchase all or part of its requirements solely from distributors or manufacturers that meet Franchisor's standards and specifications for quality, consistency and pricing.

(h) Confidential Information and Operations Manual and Advertising Manuals. Franchisee acknowledges that the information contained in Franchisor's operations and advertising manuals constitutes confidential and trade secret information. Additionally, Franchisor may provide Franchisee with other information which has been designated by Franchisor as "Confidential," "Trade Secret," or "Proprietary Information." Without the prior written consent of Franchisor, Franchisee shall neither disclose the contents of the Manuals to any person, except employees of Franchisee for purposes related solely to the operation of the Restaurant, nor reprint or reproduce the Manuals, or any Confidential, Trade Secret, or Proprietary Information, in whole or in part for any purposes. Upon request by Franchisor reasonably made, Franchisee shall undertake reasonable efforts to obtain agreements from its management personnel prohibiting disclosure of any trade secret or proprietary information.

(i) Operation of Restaurant:

(i) Operation of Restaurant Facility. Franchisee shall participate in the operation and management of the Restaurant (personally or through a manager approved by Franchisor) and shall diligently devote Franchisee's best efforts to the operation and management so as to maximize Net Sales and profits, keeping free from conflicting enterprises or any other activities which would be detrimental to or interfere with such operation or management. The Restaurant must be directly operated by Franchisee, who has successfully completed Franchisor's customary training for new franchisees as set forth in subparagraph 6(b)(i) above, or by a manager who has been certified by Franchisor as described in subparagraph 6(iii)(A) above. Franchisee shall operate and maintain the Restaurant only at the location designated herein and only in accordance with the business standards, procedures, policies, and techniques comprising the System as specified in the Manuals, as modified from time to time, or as specified in other written material provided by Franchisor. In particular, and not in limitation of the foregoing, Franchisee shall participate in all customer loyalty and similar programs required by Franchisor and shall participate in on-line customer sales programs required by Franchisor. Franchisee acknowledges and agrees that such participation may involve accepting coupons issued to customers and discounting product prices. Franchisee understands and acknowledges that Franchisor may occasionally conduct test marketing of new or alternative concepts or products, but that Franchisee does not have a right to participate in such test marketing without Franchisor's prior written consent. Franchisee shall at all times during the term of this Agreement remain responsible for overseeing the day to day operations of the Restaurant or employ a manager for this purpose who has successfully completed Franchisor's manager certification course. Franchisee shall conspicuously post at the Restaurant a notice to the effect that the Restaurant is a franchised business operated independently of The Round Table Franchise Corporation.

(ii) Menu. The mandatory and optional menu items that we designate must/may be promoted, offered and sold from each kind of Store Model and System Restaurant which are generally essential components of the System and shall be specified by Franchisor in its sole discretion, from time to time, in its Manuals. Franchisee shall offer for sale all mandatory menu items and shall not offer for sale menu items which are not so specified by Franchisor as mandatory or optional. Franchisor has the right to remove any item from the approved menu item list at any time during the Term. Franchisee must cease offering and/or selling any and all menu items that Franchisor removes from the approved menu list. Without limiting the foregoing, Franchisor reserves the right to require Franchisee to remove the salad bar and/or any buffet from the Restaurant at any time during the Term within the time period Franchisor designates, at Franchisee's sole cost and expense. Franchisee agrees and acknowledges that the menu items may be based, in part, on the Store Model of the Restaurant. Franchisor may authorize Franchisee to offer and sell optional menu items, including, without limitation, from brands that may be affiliated with Franchisor, subject to Franchisee's compliance with any and all participation requirements imposed by Franchisor and, if applicable, Franchisor's affiliate and Franchisee's execution of any agreements designated by Franchisor and, if applicable, one or more of its affiliates. Without limiting the foregoing, if Franchisee is approved to add cookies to Franchisee's menu offering, Franchisor may require Franchisee to purchase the cookie batter, dough and ingredients (the "Cookie Ingredients"), and to purchase or lease a cookie oven and designated equipment (the "Cookie Equipment") from Franchisor's designated vendor, which may include one or more of Franchisor's affiliates. Franchisor and/or its affiliates may also require Franchisee to comply with minimum Cookie Ingredient purchase requirements. A sample of the Cookie Equipment Lease (which is subject to modification at any time) is attached to this Franchise Agreement as Exhibit H. Franchisee acknowledges that Franchisor and/or its affiliates may derive revenue and other material consideration on account of Franchisee's purchase and/or lease of Cookie Ingredients and Cookie Equipment.

(j) Annual Business Plan. Franchisee shall, each year, not later than ninety (90) days following the anniversary of the effective date of this Agreement, develop and provide to Franchisor a business plan for the operation of the Restaurant during the immediately following twelve (12) month period, in form and substance satisfactory to Franchisor ("Annual Business Plan"). The Annual Business Plan shall set forth, among other things, goals and specific commitments by Franchisee for improving Net Sales, marketing, operations and financial performance. Franchisee, shall, upon Franchisor's request and reasonable advance notice, meet with Franchisor at such time and place as Franchisor shall designate to discuss the Annual Business Plan and the operation of the Restaurant. An outline of the subject areas to be addressed in the Annual Business Plan is attached to this Agreement as Exhibit "E."

(k) Sanitation and Maintenance Standards. At its sole expense, Franchisee shall at all times, but not less than annually, maintain and make any and all repairs related to customer comfort, cleaning, safety, accessibility, ADA requirements and food handling to ensure a good, clean, attractive, and safe condition, including, without limitation, repair of the interior and exterior of the Restaurant premises, including all of the fixtures, signs, and equipment.

(l) Remodeling/Improvements. Franchisor shall establish and publish specifications for the furnishings, fixtures, signage, facility and equipment of the Restaurant to enhance the value of the System. Franchisee shall from time to time make such cost effective improvements and alterations to the Restaurant as Franchisor shall reasonably require in order for the Restaurant to meet such specifications.

(m) Staffing Requirements. Franchisee shall maintain an adequate number of neat, clean, competent, and courteous employees at the Restaurant to insure maximum customer satisfaction and consistent service. Franchisee shall require all employees to wear uniforms of such color, design, and other specifications as Franchisor may designate from time to time. Franchisor may periodically require Franchisee to submit to Franchisor for its approval plans setting forth staffing levels for the Restaurant and describing employee functions. Franchisee's employees are under Franchisee's sole control. Franchisor is not the employer or joint employer of Franchisee's employees. Franchisor will not exercise direct or indirect control of Franchisee's employees' working conditions. Franchisor does not share or codetermine the terms and conditions of employment of Franchisee's employees or participate in matters relating to the employment relationship between Franchisee and its employees, such as hiring, promotion, demotion, termination, hours or schedule worked, rate of pay, benefits, work assigned, discipline, response to grievances and complaints or working conditions. Franchisee has sole responsibility and authority for these terms and conditions of employment. Franchisee must notify and communicate clearly with its employees in all dealings, including, without limitation, its written and electronic correspondence, paychecks, and other materials, that Franchisee (and only Franchisee) is their employer and that Franchisor is not their employer.

(n) Hours of Operation. Subject to any contrary requirements of regulatory authorities or Franchisee's lease, Franchisee shall operate the Restaurant at such minimum hours and on such days as may from time to time be prescribed by Franchisor for the kind of Store Model at issue, except when the Restaurant is untenable as a result of fire or other casualty. Franchisee shall also maintain sufficient supplies of goods and products so as to operate the Restaurant at maximum capacity and efficiency.

(o) Sales Records and Reports; POS and Internet. Franchisee shall purchase or lease and install computer equipment and software, including without limitation, a point of sale ("POS") system and access to high-speed Internet which reasonably meets or exceeds Franchisor's published specifications based on the Store Model of the Restaurant ("Computer System"). Franchisee may only obtain such equipment and software for the Computer System from Franchisor's approved vendor, including without limitation, any hardware/software components necessary to (a) offer, sell and process gift cards in accordance with then-current System standards and specifications, and (b) utilize and work with any third-party provider of third-party delivery services or other new technology that Franchisor determines from time to time to use or associate with the System and the operation of a franchised Restaurant. Franchisee agrees to execute any and all necessary agreements and pay reasonable fees in connection with the installation, maintenance and upgrade of the Computer System.

(i) Franchisee agrees to upload each day to an electronic repository designated by Franchisor all information required by Franchisor from Franchisee's Computer System, including all Net Sales and corresponding transactions, type of sales (delivery, carryout or on premises), all sales generated (whether in Restaurant or off-site), discounts, customer data and online ordering data. Franchisee understands and agrees that the specifications of this data are subject to change upon notice by Franchisor. In addition, Franchisee agrees to use the Franchisor's designated consumer facing electronic ordering systems. Franchisee understands and agrees that both technological and operational developments may require Franchisee to upgrade or replace components of, or the entire, Computer System during the term of this Agreement or upon its renewal. Franchisee will upgrade, replace or expand the Computer System to meet Franchisor's requirements and specifications, as modified from time to time by Franchisor. Franchisee shall obtain and maintain a valid e-mail address and check it daily. Franchisee shall notify Franchisor's legal department of Franchisee's e-mail address and any changes to such address.

(ii) Franchisee must also provide free high speed Internet access to customers at the Restaurant. Franchisee must also ensure that it actively accesses and participates in any intranet, extranet or other web-based portal that is established for use in connection with the System, as Franchisor directs and requires in the Manuals or otherwise in writing. Franchisee must ensure that Franchisor has independent, electronic and remote access to the POS System and all other Computer System components as needed for Franchisor to access any and all information related to the establishment and operation of the Franchised Business, and Franchisee acknowledges that there is no limit on Franchisor's right to access such information.

(p) Prompt Payment. Franchisee shall make timely payments to Franchisor under this Agreement and to third party providers in accordance with the terms of invoices rendered to Franchisee for the purchase of food, paper products, and other supplies, and for all other obligations necessary to conduct the business of the Restaurant. On purchases made from Franchisor or the Fund, Franchisor's then-current late charge shall be payable on all past due payments (computed from the due date to the date of receipt); payments shall be deemed "past due" if not received by Franchisor (or the Fund) in accordance with the terms of the applicable invoice. Franchisee agrees and acknowledges that Franchisor may require, as a component of the Computer System referred to in paragraph 7(o) herein, that Franchisee participate in Franchisor's automatic debit/credit transfer program. Franchisor will not undertake the transfer of funds from Franchisee's account without prior, written authorization from Franchisee to do so.

(q) Entertainment and Vending Machines. Franchisee may install and maintain video and audio entertainment and vending equipment in and upon the Restaurant premises provided that it does not alter the Restaurant's wholesome family setting. Franchisee agrees and acknowledges that Franchisor expressly reserves the right to regulate the installation and use of such equipment, including the prohibition of its use if Franchisor determines that such machines are detrimental to Franchisor's image.

(r) Advertising. Franchisee acknowledges the need for uniformity in the Round Table Pizza restaurant image; therefore, except for all advertising and/or promotional materials prepared or previously approved by Franchisor, no advertising and/or promotional materials (including without limitation electronic media, home pages, web sites and the like, and changes thereto) shall be used by Franchisee until such time as Franchisee has submitted the materials to Franchisor and the use of such materials has not been disapproved by Franchisor within a period of ten (10) days from the date of Franchisor's receipt of the materials.

(s) Trade Name and Marks:

(i) Franchisor's trade name, and the service marks and trademarks licensed hereunder ("**Proprietary Marks**"), are the sole and exclusive property of Franchisor. Franchisee shall acquire no right to use, or to license the use of any name, mark, or other intangible property right granted or to be granted herein, or any name or mark confusingly similar thereto, except in connection with the operation of the Restaurant. Franchisee shall not incorporate or form a partnership, joint venture, corporation, limited liability company or other entity under any names, in whole or in part, referred to in this Agreement or otherwise belonging to Franchisor or any name or mark confusingly similar thereto. Execution of this Agreement by Franchisor shall constitute its consent to Franchisee's name, if Franchisee is an entity, and to its use of such other names as are set forth in Exhibit "F" attached hereto and incorporated herein by this reference.

(ii) Franchisee agrees to consistently use the mark ROUND TABLE® and/or such other name(s) as designated by Franchisor on all signs, decorations, advertising, menus, letterhead, telephone listings, and other printed and decorative materials used in or on the premises or with which the Restaurant is identified (including without limitation on any website or other means of electronic identification which Franchisor has authorized). Franchisee shall not use the ROUND TABLE® name, service mark, and/or trademark on any automobile or truck or otherwise, except for well-maintained delivery vehicles or as otherwise authorized by this Agreement or other writing executed by Franchisor. As used in this paragraph and throughout this Agreement, the mark ROUND TABLE® shall be deemed to refer to and include ROUND TABLE PIZZATM, THE ROUND TABLE PIZZATM, ROUND TABLE PIZZA AND DESIGNTM and any other ROUND TABLE® based marks, and (for the sake of convenience), shall further include all marks of Franchisor which Franchisee has or shall be authorized to use which are not based upon the words ROUND TABLE®.

(iii) If there should be asserted a claim of prior use of any of the trade names, trademarks, service marks, slogans or visual indicia used in the Restaurant, Franchisee, at its expense, shall use such name or marks as may then be provided by Franchisor, or, if no such substitutes are provided by Franchisor, Franchisee's own name and such marks or words as shall clearly avoid any possible confusion between the business of the Restaurant and the business of the claimant, and Franchisee shall have no claim against Franchisor for any damages due to the change in names or marks.

(iv) Franchisor may, in its sole discretion, license, manufacture and/or distribute products under Franchisor's Proprietary Marks or other products through retail food stores and other channels of distribution, without limitation, regardless of whether such products are authorized for sale in Round Table Pizza restaurants; provided, however, that Franchisor will not manufacture or distribute such products in a manner that diminishes the quality of Round Table products or that otherwise diminishes the quality image of the System.

(t) Legal Compliance. At its sole expense, Franchisee shall comply with all federal, state, and local laws, ordinances and regulations affecting the operation of the Restaurant.

(u) Right of Inspection. Franchisee shall allow the designated agents of Franchisor to enter the Restaurant at reasonable times for the purpose of examining and inspecting fixtures, furnishings, signs, equipment, products, supplies, and employees of the Restaurant to determine whether Franchisee is in compliance with the standards and policies of the System. In order to monitor the System, Franchisor shall have the right to take reasonable samples of food and ingredients served at the Restaurant, free of charge. If Franchisee shall fail to operate the Restaurant in accordance with the System, Franchisor may, at Franchisee's expense and in addition to any other remedies of Franchisor hereunder, determine to (a) place a representative of Franchisor in the Restaurant until Franchisor shall determine that there is compliance, and/or (b) require Franchisee to reimburse the reasonable and documented costs incurred by Franchisor in connection with the inspection.

(v) Books and Records. Franchisee shall keep books of account in accordance with good accounting practices which fully and accurately disclose gross and Net Sales of the Restaurant and shall deliver to Franchisor by the thirtieth (30th) day of the following month, monthly financial statements which accurately reflect current results of the operation of the Restaurant. Franchisee shall permit Franchisor, or its authorized agent, to inspect and examine Franchisee's books and records at reasonable times. If any audit discloses that reported Net Sales of Franchisee have been understated, Franchisee shall immediately pay to Franchisor and the Fund the amounts due, together with late charges as prescribed in paragraph 5(b) hereof. If such audit discloses that the reported Net Sales of Franchisee have been understated to the extent of three percent (3%) or more, Franchisee shall reimburse Franchisor for any and all expenses incurred in connection with or attributable to the audit.

(w) Insurance. At all times during the term of this Agreement, Franchisee shall maintain in full force and effect at its sole cost and expense Commercial General Liability Insurance, including Contractual Liability, Products Completed Operations, Personal and Advertising Injury and Liquor Liability with minimum limits of liability for each type of insurance of $1,000,000 General Aggregate, $1,000,000 Products Completed Operations Aggregate, $1,000,000 Personal and Advertising Injury, $1,000,000 Each Occurrence, $50,000 Fire Damage, $1,000 Medical Expense and $1,000,000 Liquor Liability. Franchisee shall also maintain in full force and effect at its sole cost and expense automobile liability insurance, including without limitation contractual liability coverage, liability coverage for autos owned, hired or borrowed by the Franchisee ("**owned auto**" and "**hired auto**" coverage, respectively) and liability coverage for autos 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 $2,000,000 per occurrence, together with any increased amounts of insurance that the Franchisor may from time to time require. Franchisee shall also maintain in full force and effect at its sole cost and expense, Workers Compensation Insurance as required by applicable law, Employers' Liability Insurance with minimum limits of $1,000,000, Umbrella Liability Insurance with minimum limits of $2,000,000, and any other or increased amounts of insurance which Franchisor may from time to time require. Franchisor, Round Table Pizza, Inc. and all other subsidiaries and affiliates designated by Franchisor from time to time shall be named as additional insureds effective at the beginning of the term of each policy. Franchisee shall provide Franchisor with certificates of insurance evidencing the required coverage, which certificates shall be renewed and provided annually and shall contain such detailed information as Franchisor may from time to time request, and Franchisee shall also provide Franchisor with full and complete copies of any and all of the above policies including copies of any renewals or modifications thereto upon request of Franchisor. All insurance policies must be issued by an insurance company licensed to do business in the state where the Restaurant is located, approved by Franchisor, and rated A or better by A.M. Best & Company, Inc. Franchisee shall cause the companies to agree by endorsement or separate written document that Franchisor shall be given at least thirty (30) days' prior written notice of termination, expiration, cancellation, modification or reduction in coverage limits of any such policy. Upon failure of Franchisee to maintain in effect any of the insurance required, or to furnish to franchisor satisfactory evidence of such insurance, Franchisor may, in its discretion, obtain insurance coverage on behalf of Franchisee, and Franchisee agrees to promptly execute applications or instruments required to obtain any such insurance and to pay to Franchisor, on demand, all costs, premiums and other expenses incurred by Franchisor. Franchisee shall additionally require each of its employees who at any time operates a vehicle in connection with off-site delivery services which is owned by a person other than Franchisee to maintain insurance insuring the employee's liability as driver of the vehicle in an amount no less than the minimum amount required by law, and Franchisee shall require and maintain at the Restaurant evidence of such insurance coverage, which evidence Franchisee shall provide to Franchisor upon request. Franchisee expressly waives and releases Franchisor and its affiliates and successors, and the respective officers, directors, shareholders, employees and agents, from any obligation or responsibility with respect to any claim asserted, or which may be asserted, by a third party or parties, arising out of or relating to Franchisee's conduct of off-site delivery services. Franchisor may reasonably modify the required insurance coverages associated with each Store Model and Restaurants generally upon 30 days' written notice to Franchisee, whether as part of an update to the Manuals or otherwise.

(x) Notification of Legal Proceedings. Franchisee shall notify Franchisor in writing within ten (10) days of the commencement of any action, suit or proceeding, or of the issuance of any order, writ, injunction, award, or decree of any court or government agency which may adversely affect Franchisee's financial condition or ability to perform its duties or meet its obligations hereunder.

(y) Indemnity. Franchisee shall pay all bills, debts, obligations and liabilities incurred in the operation of the Restaurant and in the performance of off-site delivery services and shall indemnify and hold each "Indemnified Party" (as defined below) harmless therefrom. If an Indemnified Party is subjected to any claim, demand or liability or becomes a party to any suit or other judicial or administrative proceeding by reason of any claimed act or omission of Franchisee, its employees or agents, or by reason of any act or omission occurring on the Restaurant premises or otherwise relating to the business or operation of the Restaurant, including acts or omissions relating to off-site delivery services, Franchisee shall indemnify each Indemnified Party and hold each Indemnified Party harmless from and against all judgments, settlements, penalties and expenses, including attorneys' fees, court costs and other expenses of litigation or administrative proceeding, incurred by or imposed on any Indemnified Party in connection with the investigation or defense related to such claim or litigation or administrative proceeding. The defense of such claim, litigation or administrative proceeding by an Indemnified Party, or by Franchisee on an Indemnified Party's behalf, shall be at the sole cost and expense of Franchisee, who shall hold each Indemnified Party free and harmless from all such obligations and liabilities and shall reimburse an Indemnified Party for all expenses incurred therein, including attorneys' fees. Further, an Indemnified Party shall have the right independently to take any action it may deem necessary, in its sole discretion, to protect and defend itself against any threatened action subject to indemnification hereunder, without regard to expense, forum or other parties that may be involved. As used in this paragraph 7(y), the term "Indemnified Party" means Franchisor and any subsidiary or affiliated company of Franchisor, including Round Table Pizza, Inc., and any officer, director, shareholder or employee of Franchisor or of any such subsidiary or affiliated company. The obligation of Franchisee to indemnify and hold harmless Franchisor for Franchisor's own negligence shall be limited to an amount not to exceed the amount of benefits paid under the insurance coverage maintained by Franchisee in accordance with the requirements of paragraph 7(w) above.

(z) Copyrights. Franchisor owns rights under the Copyright Act in various creative works. Franchisor shall have the right, in its sole discretion, to grant to Franchisee a revocable, non-exclusive, royalty free license to reproduce, copy, and distribute copyrighted works selected and made available to Franchisee (except confidential and trade secret information) by Franchisor from time to time, but any such license shall not include the right to make adaptations or derivative works based upon the licensed works.

(aa) Off-Site Delivery. Regardless of Store Model, Franchisee must provide off-site delivery service to customers located within the geographic boundaries set forth in Exhibit "G." In some cases where offering delivery services may not be feasible or permissible, as determined by Franchisor in its sole discretion, Franchisee may not be required or permitted to offer off-site delivery services.

(i) Franchisee shall ensure that any and all vehicles utilized for off-site delivery: (A) be 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 the state in which the Restaurant is located and all applicable localities; and (B) be operated, at all times, by employees of Franchisee wearing approved "Round Table" uniforms, who shall be duly qualified, authorized and licensed to operate such vehicles. Franchisee shall additionally require each of its employees who at any time operates a vehicle in connection with off-site delivery services which is owned by a person other than Franchisee to maintain insurance covering the employee's liability as driver of the vehicle in an amount no less than the minimum amount required by law, and Franchisee shall require and maintain at the Restaurant evidence of such insurance coverage, which evidence Franchisee shall provide to Franchisor upon request. Franchisee shall further undertake all necessary action to assure that employees operate delivery vehicles safely and lawfully. Subcontracting of or for off-site delivery services is prohibited.

(ii) In the discretion of Franchisee, vehicles used for off-site delivery services may bear signage indicating that the vehicle is delivering pizza or any other menu items that Franchisee is authorized to offer and sell at the Restaurant; provided, however, signage must be professionally manufactured or produced and shall be subject to approval by Franchisor prior to any public display or use by Franchisee. If requested by Franchisor, Franchisee shall exhibit on all delivery vehicles (or on car top signs on all delivery vehicles) signs of sufficient prominence and wording as Franchisor may prescribe from time to time so as to advise the public that the Restaurant is owned, operated and maintained by Franchisee and that each such delivery vehicle is owned, operated and maintained by Franchisee or the driver of the vehicle, as the case may be.

(iii) Franchisor reserves the right, in its discretion, to designate those food and beverage products which may be offered by Franchisee for off-site delivery. UNDER NO CIRCUMSTANCES MAY FRANCHISEE ALCOHOLIC BEVERAGES BE OFFERED, SOLD OR SERVED BY OFF SITE DELIVERY WITHOUT FRANCHISOR'S PRIOR WRITTEN CONSENT. Moreover, Franchisee will take all steps necessary to ensure that alcoholic beverages are not available to employees operating delivery vehicles.

(iv) All pizza and other food and beverage products approved for off-site delivery shall be prepared at the Restaurant, or at such other locations as Franchisor may authorize in writing, in full compliance with all specifications, standards, operating procedures and rules relating to the quality, taste, ingredients and uniformity, and manner of preparation, of pizza, food and beverage items sold at the Restaurant.

(v) Franchisee shall employ all efforts necessary to assure that pizza and other food products offered for sale and sold by off-site delivery are delivered to customers fresh and hot, and are of uniform high quality; such efforts shall include, but are not limited to, the use of Franchisor approved packaging and containers for all off site delivery sales and transactions. In order to maintain the quality of pizza, Franchisee will not offer delivery services to any customer whose order cannot be delivered in accordance with Franchisor's quality assurance guidelines, taking into consideration the least favorable driving conditions and the strict compliance by Franchisee and its employees with all laws, regulations and rules of the road and due care and caution in the operation of delivery vehicles.

(vi) Franchisee shall conduct its off-site delivery services in accordance with the standards, procedures and policies specified in Franchisor's Manuals, as modified from time to time by Franchisor.

(bb) Exercise of Reasonableness. Except where a party has expressly reserved sole discretion over a particular matter, such party's performance and satisfaction of its respective obligations, duties or requirements under this Agreement will be reasonable.

8 NON COMPETITION

(a) Except as otherwise authorized in writing by Franchisor, during the term of this Agreement, Franchisee shall not engage in, either as a principal, agent, employee, officer or director, or be financially interested in or associated with any business that has as its primary objective the sale of pizza in the county in which the Restaurant, which is the subject of this Agreement, is located.

(b) Covenants contained in this paragraph 8 shall be construed as severable and independent, and shall be interpreted and applied consistently with the requirements of reasonableness and equity. The period, the geographic area and the scope of the restrictions on Franchisee's activities are divisible so that if any provision of the restrictions is invalid, that provision shall be automatically modified to the extent necessary to make it valid.

Franchisee shall require and obtain execution of covenants similar to those set forth in this paragraph 8 including covenants applicable upon the termination of a person's relationship with Franchisee and covenants set forth in paragraph 7(h) above from any or all of the following persons:

(i) all officers, directors, and holders of a beneficial interest of ten percent (10%) or more of the securities of Franchisee and of any corporation directly or indirectly controlling Franchisee, if Franchisee is a corporation;

(ii) any limited partners owning an interest of ten percent (10%) or more of the partnership interest in Franchisee and the general partners (including any corporation and the officers, directors, and holders of a beneficial interest of ten percent (10%) or more of the securities of any corporation which controls, directly or indirectly, any general partner or 10% limited partner), if Franchisee is a partnership;

(iii) the managers and members holding a membership interest of ten percent (10%) or more in a Franchisee that is a limited liability company; and

(iv) any person holding a beneficial interest of ten percent (10%) or more if Franchisee is any other type of entity;

provided, however, if an equity holder of Franchisee does not have access to Franchisor's trade secrets or proprietary or confidential information and is not active in the business (and so attests in writing jointly certified by Franchisee), such person will not be required to execute such covenants. Franchisee shall use its best efforts to cause its equity holders to execute either the covenants described above or the certification (that such equity holder does not have access to Franchisor's trade secrets or proprietary or confidential information and is not active in the business). The requirements of the preceding sentence are continuing and a change in circumstances shall require Franchisee to then use its best efforts to obtain the required documentation. Franchisee's inability to obtain an equity holder's execution (other than the Control Person, as defined below) of the required documents shall not be a material default under this Agreement. Franchisee's inability to obtain the cooperation of its equity holder shall not be or cause an estoppel or waiver of Franchisor's right to rely upon and enforce against any party the trade secret, confidentiality and non-competition provisions of this Agreement. The provisions of subparagraph 9(e)(iv) below, and the benefits provided therein, shall not apply to any ten percent (10%) or more equity holder who fails to fully execute any requested trade secret, confidentiality, non-competition, or disclaimer of information documentation.

(c) All covenants required by this paragraph 8 shall be in forms satisfactory to Franchisor, including without limitation specific identification of Franchisor as a third party beneficiary of such covenants with the independent right to enforce them.

9 ASSIGNMENT AND TRANSFER

(a) General. None of Franchisee's rights under this Agreement, all of which are personal in nature, may be the subject of any pledge, lien, levy, attachment, or security interest or arrangement, or acquired through execution, foreclosure, or like action or event. Without Franchisor's prior written consent and Franchisee's compliance in all other respects with the terms in this paragraph, none of Franchisee's rights or obligations under this Agreement are directly or indirectly assignable or transferable. Any change in the Control Person (defined below) requires the consent of Franchisor which will not be unreasonably withheld. Any purported transaction, transfer of interest or action contrary to this paragraph will be a breach of this Agreement and will be void.

Upon and after each valid assignment of a beneficial interest under this Agreement pursuant to this paragraph, the assignee(s) or transferee(s) shall be deemed to be Franchisees under this Agreement and shall be bound by and liable for all existing and future obligations of Franchisee. No equity owner in any Entity (defined below) which becomes the Franchisee shall have any rights in or under this Agreement by reason of his or her equity position.

If the initial Franchisee named on Page 1 of this Agreement is an Entity, a Control Person (defined below) shall be identified in Section 1 and established for the Entity in accordance with the provisions of subparagraph 9(f)(ii) below.

(b) Definitions. Certain words used in this paragraph, and elsewhere in this Agreement, shall have the following meanings:

(i) "**Control Person**" means the individual who has the authority to, and does in fact, actively direct and control the business affairs of an Entity with respect to the Restaurant; such authority may arise from or be the result of the ability to legally control the equity of the Entity, by contract, or otherwise as may reasonably be determined by Franchisor. The initial Control Person is set forth in Section 1;

(ii) "**Controlling Interest**" means the authority exercised by the Control Person, either alone or in combination with another or others;

(iii) "**Entity**" means a legally formed or constituted means of doing business, including, but not limited to, a corporation, partnership, limited partnership, or limited liability company;

(iv) "**Immediate Family**" means spouse, brother, sister, daughter, son or grandchild (or qualifying legal representative of any minor described in this subparagraph);

(v) "**Key Employee**" means a Restaurant employee of at least manager level who has successfully completed Franchisor's training course or meets Franchisor's training criteria and who has been employed by Franchisee for at least two (2) years in such managerial capacity and who is of good moral character. As used in this paragraph, a "Key Employee" shall be considered as a member of Franchisee's immediate family and shall be accorded like treatment;

(vi) "**Specially Designated National or Blocked Person**" means (A) a person designated by the U.S. Department of Treasury's Office of Foreign Assets Control from time to time as a "specially designated national or blocked person" or similar status, (B) a person described in Section 1 of U.S. Executive Order 13224, issued on September 23, 2001, or (C) a person otherwise identified by government or legal authority as a person with whom Franchisor is prohibited from transacting business.

(c) Assignments and Transfers. This Agreement may not be assigned or transferred, whether by sale, by death of Franchisee, or otherwise, except:

(i) to an Entity in which Franchisee is the Control Person; or

(ii) to an individual who is determined by Franchisor to meet the requirements of an individual assignee or transferee; or

(iii) to an Entity in which the Control Person is determined by Franchisor to meet the requirements of a Control Person under paragraph (f) below; or

(iv) in connection with an assignment or transfer that involves less than fifty percent (50%) of the total equity in an Entity (in the aggregate over the term of this Agreement) and where the Control Person remains the same, provided that the assignee or transferee is of good moral character, is not engaged, directly or indirectly, in another business that has as its primary objective the sale of pizza and the transferee or assignee executes the confidentiality agreement or certification described in subparagraph 8(c)(iv) above; or

(v) to an Immediate Family member who meets Franchisor's qualifications for a new franchisee; Franchisor may evaluate whether a minor Immediate Family member (for whom there was a qualified representative at the time of assignment) meets such qualifications when such Immediate Family member becomes an adult.

(d) Right of First Refusal. Any other provision of this Agreement notwithstanding, no assignment or transfer of the Franchise, a majority of the equity in a Franchisee that is an Entity, or a controlling equity interest in a Franchisee, shall be made, unless and until:

(i) The parties to the proposed transaction have entered into a binding written agreement subject to the rights of Franchisor under this Agreement;

(ii) Franchisor has been provided with a copy of the agreement (and any material, collateral transaction documentation); and

(iii) Franchisor has been offered, in writing, a sixty (60) day period within which to first acquire the interest upon the same terms and conditions set forth in the agreement; provided, however, Franchisor's right shall be limited to the right to acquire an undivided interest in the assets of the Restaurant, both tangible and intangible, equivalent in value to the equity interest offered for sale or to be transferred (and Franchisor shall succeed to the majority or control authority of the seller/transferor), but Franchisor shall not have the right to acquire an interest in the Entity; in the alternative, if Franchisor elects to exercise its right under this paragraph, Franchisee shall then have the right, as a condition to such exercise, to require Franchisor to purchase all of the assets of the Restaurant, both tangible and intangible, for a price or other consideration based upon an extension of the fractional value represented by the proposed sale or transfer to the entire value of the Restaurant.

Franchisee shall advise any and all prospective transferees of the terms of this Agreement and, in particular, the requirements of this paragraph.

(e) Exceptions to Franchisor's Rights of First Refusal. Any other provision of this Agreement notwithstanding, Franchisor will not exercise its right of first refusal, set forth in the preceding paragraph, if the proposed assignment or transfer is to:

(i) a member of Franchisee's Immediate Family; or

(ii) a qualified retirement plan; or

(iii) an estate trust, the trustee of which is reasonably acceptable to Franchisor and the primary beneficiaries of which are members of the trustor's Immediate Family, and Franchisee timely delivers to Franchisor writings necessary and appropriate to document the transaction; or

(iv) to an existing equity holder in Franchisee, provided that the transferee is reasonably qualified to operate Franchisee's business, and such equity holder is listed in Exhibit "F" hereto as a 10% or greater equity holder.

(f) Conditions to Assignments and Transfers.

(i) No assignment or transfer of this Agreement shall be approved by Franchisor unless and until all accrued obligations of Franchisee to Franchisor under this Agreement shall have been performed or satisfied in full;

(ii) Franchisor must be afforded the right to inspect the Restaurant and its corresponding premises and operating assets to determine what, if anything, Franchisee (or, if Franchisor approves, the proposed assignee) must undertake and complete in terms of maintenance, remodeling and refurbishment of that premises and/or those operating assets to (a) comply with Franchisee's obligations hereunder, or (b) otherwise meet the System standards and specifications for Restaurants that are being developed at that time, and Franchisee must complete the foregoing improvements prior to any assignment is consummated or closed upon (unless Franchisor agrees in writing to allow the contemplated assignee to complete such actions within a defined period of time following its assumption of the franchise rights awarded hereunder).

(iii) A proposed Control Person (including a proposed individual assignee acquiring a Controlling Interest) must demonstrate to Franchisor's satisfaction that he or she reasonably meets or exceeds Franchisor's standards applicable to new franchisees with respect to experience in the food business, personal and financial reputation and stability, willingness and ability to devote adequate time and best efforts to the operation of the Restaurant, and such other criteria and conditions as Franchisor may reasonably apply in evaluating new franchisees. Franchisor must be provided such information about the proposed Control Person, and the nature and make-up of the Entity, as it may reasonably require.

(iv) A proposed assignee or transferee must agree in a writing satisfactory to Franchisor to (a) assume all of the obligations of Franchisee under this Agreement, by personal guaranty (subject to the provisions of paragraph 21(c)), and (b) demonstrate to Franchisor's satisfaction that he or she fully meets and satisfies Franchisor's standards applicable to new franchisees regarding financial resources.

(v) Franchisee or the transferee shall pay to Franchisor the applicable transfer fee described in paragraph 9(g) below.

(vi) Franchisee and Franchisor shall execute a general release of each other of all claims that are known or reasonably could have been known. The release shall not include claims by third parties subject to indemnification under paragraph 7(y) above. The release will be in a form substantially similar to that set forth in Exhibit "C" attached hereto and will be subject to Franchisor's reasonable approval. Notwithstanding the foregoing, if Franchisee is not current in its payments to Franchisor, including without limitation, payments of Royalty Fees and Marketing Fees, and if Franchisor, in its discretion, permits Franchisee to transfer and waives the requirement of Subparagraph 9(f)(i) above, Franchisee shall execute and deliver to Franchisor a general release of all claims in a form acceptable to Franchisor.

(vii) Franchisee delivers to Franchisor copies of all of its recent and current filings with the governmental agency responsible for issuing its license to serve beer and wine.

(viii) Notwithstanding anything to the contrary in this Agreement, no transfer by Franchisee shall be made to a Specially Designated National or Blocked Person or to a person in which a Specially Designated National or Blocked Person has an interest.

(g) Transfer Fee. Franchisee must pay Franchisor a transfer fee amounting to (a) $7,500 if the contemplated assignment is to an existing System franchisee that owns and operates a franchised ROUND TABLE PIZZA restaurant pursuant to a franchise agreement with Franchisor, or (b) $12,500 in connection with transfers to any other proposed assignee that does not have an active franchise agreement with Franchisor. This transfer fee is payable upon Franchisor's approval of the proposed transfer.

(h) Franchisor's Consent. Upon full performance and satisfaction of the preceding requirements of this paragraph by Franchisee and/or the prospective assignee(s) or transferee(s), Franchisor's consent to the proposed transaction shall not be unreasonably withheld.

(i) Offerings by Franchisee. No offering of any securities by Franchisee shall imply, by use of the Proprietary Marks or otherwise, that Franchisor is participating in underwriting, issuing, or offering securities of Franchisee or Franchisor or that Franchisee owns the Proprietary Marks or the System. Franchisee shall give Franchisor reasonable prior written notice and obtain Franchisor's prior written consent (in addition to complying with any other applicable requirements of this Paragraph 9) if it intends to make any reference to Franchisor, the Proprietary Marks, the System or this Agreement in Franchisee's offering materials and Franchisor shall have the right to require that any offering materials contain a written statement prescribed by Franchisor concerning the limitation described in the preceding sentence prior to any distribution of the offering materials. Franchisee and the other participants in the offering must fully indemnify Franchisor in connection with the offering.

(j) Successors. Except as otherwise expressly provided herein, this Agreement shall inure to the benefit of and shall bind the heirs, executors, personal representatives, administrators, successors, and assigns of Franchisor and Franchisee. Franchisor shall have the right to sell, assign, or transfer all or any part of its interests herein to any person or entity.

(k) Information on Entity Franchisee. If Franchisee is an Entity, it shall deliver to Franchisor a copy of its current partnership agreement, articles of incorporation, operating agreement or other agreement or document that provides for the disposition of this Agreement or an interest therein, prior to the execution of this Agreement. Franchisee shall also deliver to Franchisor copies of all subsequently restated or amended agreements or documents (marked to show the changes made).

10 OPERATION IN THE EVENT OF ABSENCE, DISABILITY OR DEATH

The parties hereto acknowledge that it is imperative that the Restaurant be operated without any interruption and in a manner that will not cause harm to the Restaurant or the System. In order to insure such continued operation, in the event that Franchisee is not able to operate the Restaurant, by reason of illness, death, or otherwise, Franchisee authorizes Franchisor to operate the Restaurant for as long as reasonably necessary and practicable for a period of up to ninety (90) days without waiver of any other rights or remedies Franchisor may have under this Agreement. Franchisor may operate the Restaurant for additional ninety (90) day terms up to one (1) year if Franchisee remains unable to operate the Restaurant by reason of illness, death, or otherwise. Franchisor will not unreasonably exercise its discretion and authority to operate the Restaurant under the terms of this paragraph 10 and will periodically discuss the status of the operations with the Franchisee or heir to the Franchisee. All proceeds from the operation of the Restaurant during such period of operation by Franchisor shall be separately accounted for, and the expenses of the Restaurant, including reasonable compensation and expenses for Franchisor's representative(s), shall be charged to said proceeds. If Franchisor temporarily operates the Restaurant as provided in this paragraph, Franchisee agrees to hold harmless and fully indemnify Franchisor and any representative(s) of Franchisor who may act hereunder. The obligation of Franchisee to indemnify and hold harmless Franchisor for Franchisor's own negligence shall be limited to an amount not to exceed the amount of benefits paid under the insurance coverage maintained by Franchisee in accordance with the requirements of paragraph 7(w) above. Nothing herein shall be construed to deny the surviving spouse, heirs, or estate of a deceased Franchisee or the majority shareholder or partner of Franchisee, as the case may be, the opportunity to participate in the ownership of Franchise for a reasonable time after the death of Franchisee or majority shareholder of Franchisee, as the case may be, provided that said surviving spouse, heirs, or estate shall obtain the consent of Franchisor in accordance with paragraph 9 above.

11 DEFAULT AND TERMINATION

(a) The occurrence of any of the following events shall constitute a default under this Agreement:

(i) If Franchisee fails to obtain a suitable Franchisor approved location within one hundred eighty (180) days of the date of execution of this Agreement by Franchisor, or if Franchisee fails within one hundred eighty (180) days (or within three hundred sixty (360) days where Franchisee has obtained a build to suit location) from the date of obtaining a location approved by Franchisor to totally equip and ready the location, unless such failure is caused by delays provided for in paragraph 13 herein;

(ii) If Franchisee fails to obtain approval for an on sale beer and wine license before the Restaurant shall commence operations by sale of product to the public, or if Franchisee shall fail to obtain a license within forty-five (45) days after the date the Restaurant opens for business;

(iii) If Franchisee shall misuse the System or the names, marks, insignia, symbols or rights provided by Franchisor to Franchisee, or otherwise materially impair the goodwill associated therewith, or if Franchisee shall use at the Restaurant any names, marks, insignia or symbols not authorized by Franchisor;

(iv) If Franchisee shall use any part or all of the System for any purpose except in connection with the Franchise granted herein and any other franchises granted to Franchisee by Franchisor;

(v) If Franchisee shall fail to remit to Franchisor, or its assignee or designee, any payments when due;

(vi) If Franchisee shall fail to submit to Franchisor any financial or other information (including the Annual Business Plan) required under this Agreement;

(vii) If Franchisee shall fail to construct, maintain, remodel or equip the Restaurant in accordance with this Agreement;

(viii) If Franchisee shall fail to successfully complete Franchisor's customary training and indoctrination course concerning the operation of the Restaurant as required by paragraph 6(b) above, or if Franchisee shall fail to successfully complete any other program or course required by Franchisor as set forth in paragraph 6(b) above;

(ix) If Franchisee shall fail to operate the Restaurant in accordance with the terms of this Agreement and Franchisor's Operations Manual, or other manuals designated by Franchisor, or shall fail to use products, ingredients and methods of preparation which conform to the standards and specifications of Franchisor or shall serve any menu items that are not approved by Franchisor, or shall fail to remain responsible for the day to day operation of the Restaurant or to employ a manager for this purpose who has successfully completed Franchisor's manager certification course, or shall fail to maintain Franchisor's standards of quality, appearance and service in the operation of the Restaurant;

(x) If Franchisee shall attempt to effect any assignment other than in accordance with paragraph 9 hereof;

(xi) If Franchisee shall be in default under any lease or sublease of the Restaurant premises or lose the right to possession thereof for any reason whatsoever (including Franchisee's election not to exercise an option under its lease or sublease) other than partial condemnation or casualty loss which are subject to the provisions of paragraph 12 below;

(xii) If any or all of Franchisee's alcoholic beverage licenses are suspended for a period in excess of sixty five (65) days, or are revoked;

(xiii) If Franchisee makes, or has made, any misrepresentation to Franchisor in connection with obtaining this Agreement or in conducting the business franchised and licensed hereunder;

(xiv) If Franchisee fails to obtain Franchisor's prior written consent or approval where expressly required by this Agreement;

(xv) If Franchisee fails to maintain in effect the insurance coverage required by this Agreement;

(xvi) If Franchisee, or, subject to the provisions set forth in the last two sentences of this subparagraph, any person controlling, controlled by or under common control with Franchisee or acting as guarantor or surety of any obligation of Franchisee, shall become insolvent by reason of inability to pay its debts as they mature, shall be adjudicated bankrupt, or shall file or have filed against it a petition in bankruptcy, reorganization or similar proceeding under the bankruptcy laws of the United States; or if a receiver, permanent or temporary, of the business assets or property, or any part thereof, of Franchisee, or any such person, is appointed by a court of competent authority; or if Franchisee or any such person requests the appointment of a receiver or makes a general assignment for the benefit of creditors; or if a final judgment against Franchisee, or any such person, in the amount of $10,000 or more remains unsatisfied of record for thirty (30) days or longer; or if the bank accounts, property or receivables of Franchisee, or any such person, are attached and such attachment proceedings are not dismissed within a thirty (30) day period; or if execution is levied against the business or property of Franchisee, or any such person, or if suit to foreclose any lien or mortgage against the Restaurant, the premises thereof, or the equipment thereon is instituted and not dismissed within thirty (30) days. If a person controlling Franchisee or acting as guarantor or surety of any obligation of Franchisee suffers or is made the subject of any of the foregoing acts or procedures, Franchisor may require Franchisee to obtain a personal guarantee of the obligations imposed upon Franchisee under this Agreement from persons having, in the aggregate, financial resources reasonably acceptable to Franchisor. If Franchisor requires such additional guarantees, Franchisee will have a reasonable amount of time (under the circumstances) to procure such guarantees, but in no event more than forty-five (45) days following receipt of Franchisor's request;

(xvii) If Franchisee shall abandon the Restaurant. For purposes of this Agreement, "abandon" shall mean Franchisee's failure, at any time during the term hereof, to keep the Restaurant open and operating for business during the minimum days and hours specified by Franchisor, for an aggregate of five (5) days in any thirty (30) day period or for such smaller amount of time as may be specified in the lease for the Restaurant premises as constituting abandonment, except in the case of casualty loss subject to the provisions of paragraph 12 below;

(xviii) If the premises are damaged, destroyed or become unusable for the operation of the Restaurant by reason of fire, earthquake, flood, or for any other reason, and if Franchisee does not comply with the provisions of paragraph 12 below;

(xix) If Franchisee, or any person controlling, controlled by or under common control with Franchisee, shall be convicted under any law providing for criminal penalties, provided such conviction is directly related to the business conducted pursuant to this Agreement;

(xx) Franchisee becomes a Specially Designated National or Blocked Person.

(b) Upon the occurrence of any event set forth in paragraph 11(a), Franchisor may terminate this Agreement without prejudice to any other rights or remedies contained in this Agreement or provided by law or equity, unless otherwise explicitly provided herein. Such termination shall be effective ten (10) days after written notice is given by Franchisor to Franchisee of any event set forth in subparagraphs 11(a)(ii) through (xv) if each default is not cured within such ten (10) day period; provided, however, that if the default is not capable of cure within such ten (10) day period, Franchisee shall have additional time (not to exceed an aggregate of thirty (30) days) to cure the default if Franchisee is making active efforts to cure the default. Termination shall be effective immediately and without prior notice, however, upon occurrence of any of the events specified in subparagraphs 11(a)(i) and (xvi) through (xix). Should termination occur under that provision of subparagraph 11(a)(i) where Franchisee fails to obtain a suitable Franchisor-approved location within one hundred eighty (180) days of the date of execution of this Agreement by Franchisor, Franchisor shall refund the initial franchise fee, after deduction of $2,500, and, if all amounts expended by Franchisor in processing Franchisee's application, inspecting proposed locations, reviewing proposed leases and otherwise working with Franchisee, including without limitation travel and living expenses and compensation of Franchisor's employees and consultants exceeds $2,500, any and all such additional amounts.

(c) In the event of the termination or expiration of this Agreement. For any reason, or upon Franchisee's sale, assignment or transfer of this Agreement, the franchise or any other interest hereunder, Franchisee shall immediately discontinue the use of all trade names, trademarks, service marks, trade dress, exterior and interior signs, structures, and forms of advertising depicting Franchisor, its symbols, trademarks, service marks, business, and products (sometimes collectively referred to as "indicia of the System"). Franchisee shall immediately: (i) remove all indicia of the System so as to eliminate Franchisor's name, trademarks, service marks, and symbols from the Restaurant; (ii) make such reasonable modifications to the exterior and interior appearance, decor and trade dress of the Restaurant so as to eliminate its identification as a Round Table Pizza restaurant facility in the local market in which it is situated; and (iii) otherwise cease using Franchisor's name, trademarks, service marks, and symbols in advertising or any other activities including without limitation electronic media, home pages, web sites or the like. Franchisee shall also remove from the premises and cease using all of the paper products and other articles bearing Franchisor's name, trademarks or service marks. Franchisee shall not adopt or use marks or names which are confusingly similar to or colorable imitations of Franchisor's name, marks, or symbols. If Franchisee shall fail or omit to make or cause necessary changes to be made within seven (7) days after written notice by Franchisor, Franchisor shall have the right to enter upon the Restaurant premises and without prejudice to Franchisor's other rights and remedies, for the purpose of making or causing such changes to be made, which changes shall be made at Franchisee's sole expense, including, without limitation, the removal of all indicia of the System. If the termination of this Agreement is by Franchisor for cause, then, in addition to the above, Franchisee shall immediately: (i) cease using all telephone numbers associated or identified with the Restaurant and, upon Franchisor's request, assign or transfer such numbers to Franchisor or its designee(s); and (ii) deliver to Franchisor all customer lists for the Restaurant. Franchisee will not be in breach of this requirement solely because a published, pre-printed directory or advertising materials (over which Franchisee has no control) will remain in circulation after the termination or expiration of this Agreement (e.g., a telephone directory). In such cases, however, Franchisee must promptly notify the publisher or person controlling such materials that (A) Franchisee no longer operates the Restaurant or the Restaurant will no longer be operated as a Round Table Pizza restaurant, as applicable; (B) Franchisee is no longer authorized to use the Proprietary Marks pursuant to this Agreement; (C) upon expiration or termination of the edition of the pre-printed directory or advertising materials, that Franchisee will not renew the listing or advertising materials using the Proprietary Marks; and (D) undertake other reasonable action necessary to assure that the continuing publication ceases.

(d) Following the expiration of this Agreement, Termination of this Agreement by Franchisor for cause or termination by Franchisee in breach of this Agreement, Franchisor shall have the option to purchase Franchisee's Round Table Pizza restaurant (including an assignment of the lease, if any, and leasehold improvements and all tangible and intangible property of Franchisee used in the franchised business including the telephone numbers associated with the business, but excluding any and all alcoholic beverage licenses) under the following terms:

(i) The purchase price for all said property shall be the fair market value, payable in cash within ninety (90) days from the date of the exercise of the option, less the amount of any liens or encumbrances against such property. Franchisor and Franchisee shall have thirty (30) days from the date of the exercise of the option within which to agree upon a fair market value. If Franchisor and Franchisee cannot so agree, each shall have thirty (30) days (or not more than sixty (60) days from the date of the exercise of the option) within which to appoint an appraiser, and to give written notice to other party of such appointment. The two appraisers so appointed shall then jointly appoint a third M.A.I. certified appraiser to perform the actual valuation. If either party shall fail to give notice to the other of appointment of an appraiser within the time frames set forth above, the duly appointed appraiser shall determine the fair market value. Franchisor shall pay the cost of appraisal if the right to purchase is exercised following expiration of this Agreement. In determining the Restaurant's fair market value, the appraiser will value the business as a going concern and will not discount the value because either the franchise agreement or lease for the Restaurant have expired (or will soon expire). The valuation date shall be the date that the appraisal is conducted. The appraiser shall, when conducting the appraisal, factor into the final fair market value of the Restaurant the costs that Franchisor will incur to bring the Restaurant into compliance with Franchisor's then-current minimum facility requirements for its franchisees including any items required to re-identify the Restaurant as a Round Table Pizza restaurant such as interior and exterior signage and menu boards. Franchisor will have the right to rescind its agreement to purchase the Restaurant if all of the following occur: (1) Franchisor is unable to obtain long-term leasehold rights to possess the property at a fair market rent and upon commercially reasonable terms; (2) Notice of the rescission is given to Franchisee within sixty (60) days of the date the appraiser delivers his valuation; (3) Unless the Restaurant is being acquired subsequent to termination of this Agreement (by Franchisor for cause or by Franchisee in breach of this Agreement) and Franchisor has installed its representative to operate the Restaurant, Franchisee has been allowed to continuously operate the Restaurant as a Round Table Pizza restaurant until the date of such notice.

(ii) If the purchase is exercised following Franchisor's termination of this Agreement for cause or termination by Franchisee in breach of this Agreement, any and all costs, expenses, and liabilities incurred by Franchisor, including attorneys' fees and the cost of appraisal, in exercising this option and in acquiring said property, as well as any and all monies due and owing from Franchisee to Franchisor, plus any damages, expenses and costs incurred or suffered by Franchisor by reason of any default, breach, or violation of this Agreement by Franchisee, shall be deducted from the purchase price.

(iii) Franchisor shall exercise its option within thirty (30) days from the date of expiration or termination of the Franchise Agreement. If Franchisor receives notice from Franchisee that it is not renewing its Franchise Agreement, Franchisor may effectively exercise its option after such notification from Franchisee so long as the option is exercised not earlier than ninety (90) days prior to the date of expiration, and not later than thirty (30) days after the date of expiration.

(e) Termination and/or expiration of this Agreement shall not affect the rights of Franchisee to operate any other Round Table Pizza restaurant(s) in accordance with the terms and conditions of any other Round Table Franchise Agreement(s) to which Franchisee is a party.

(f) Upon termination of this Agreement for any reason Franchisee shall return to Franchisor all copies in Franchisee's possession or control of the Operations Manual and all marketing and opening manuals, together with all copies of any materials marked by Franchisor as "Confidential," "Trade Secret" or "Proprietary Information" and all copies of any other written or printed material identified in writing by Franchisor as being subject to return to Franchisor.

(g) Franchisee's obligation to maintain information received hereunder in confidence shall survive termination of this Agreement and shall continue until such information shall become generally known in the industry through no fault of Franchisee.

(h) Termination of this Agreement shall terminate all rights and licenses granted during the term of this Agreement to copy, reproduce, distribute, and publicly display any copyrighted work of Franchisor. Franchisee acknowledges that it has never had, and after termination still does not have, the right to make adaptations or derivative works based upon the creative works owned by Franchisor; provided, however, that Franchisee shall have the non-exclusive right to use writings it may have originated and contributed to Franchisor's operations or training materials.

(i) Franchisee agrees that in the event Franchisee shall breach any of its obligations under paragraphs (c), (d), (f), (g) or (h) of this Article, money damages would not adequately compensate Franchisor for such violations and Franchisor shall be entitled, without showing any actual damages it has sustained and in addition to any other remedies it may have, to injunctions or other appropriate orders to restrain any such breach by Franchisee.

(j) Upon the occurrence of a material default by Franchisor of its obligations under this Agreement (except as explicitly provided herein), Franchisee shall have the right, in addition to any other rights under this Agreement or at law, to terminate this Agreement by written notice to Franchisor after having notified Franchisor in writing of the details of Franchisor's material default and affording Franchisor the right to cure the default. Upon receipt of the notice of the default, Franchisor shall have a reasonable amount of time to cure the default. Any dispute regarding whether or not Franchisor is in material default, has failed to cure such default in a reasonable time, or whether or not Franchisee is entitled to terminate this Agreement, will be submitted to binding, cost-effective arbitration, as set forth herein.

12 **CONDEMNATION AND CASUALTY**

(a) Franchisee shall give Franchisor notice of any proposed taking through the exercise of the power of eminent domain, at the earliest possible time. If the Restaurant or a substantial part of the Restaurant is to be taken, it may be relocated within the area specified in paragraph 2, above, or elsewhere with Franchisor's written approval in accordance with its relocation procedures. If such relocation is authorized and Franchisee opens a new Round Table Pizza restaurant at such other location in accordance with Franchisor's specifications within one year of the closing of the old Round Table Pizza restaurant, the new Round Table Pizza restaurant will thereafter be deemed to be the Restaurant franchised under this Agreement. If such a condemnation takes place and a new Round Table Pizza restaurant does not, for whatever reason, become the Restaurant under this Agreement in strict accordance with this paragraph, then this Agreement shall terminate immediately upon notice by Franchisor to Franchisee.

(b) If the Restaurant is damaged by fire or other casualty, Franchisee will expeditiously repair the damage. If the damage or repair requires closing the Restaurant, Franchisee will immediately notify Franchisor, will repair or rebuild the Restaurant in accordance with Franchisor's specifications, and will reopen the Restaurant for continuous business operations as soon as reasonably practicable (but in any event within one year after closing of the Restaurant), giving Franchisor advance notice of the date of reopening. If the Restaurant is not reopened in accordance with this paragraph, this Agreement shall terminate immediately upon notice by Franchisor to Franchisee.

(c) The term of this Agreement shall not be extended by any interruption in the Restaurant's operations except by an act of God that results in the Restaurant being closed not less than sixty (60) days nor more than three hundred sixty-five (365) days. Franchisee must apply for any such extension within sixty (60) days following the reopening of the Restaurant. Except as expressly provided elsewhere in this Agreement, no event during the term of this Agreement shall excuse Franchisee from paying Royalty Fees or Marketing Fees in accordance with the preceding requirements of this Agreement to the extent Franchisee receives benefits under business interruption insurance or similar coverage Franchisee maintains in accordance with the requirements of paragraph 7(w) above.

13 **UNAVOIDABLE DELAYS**

In the event of failure to perform or delays in the performance of any duties hereunder caused by forces not within the reasonable preventive control of the party due to perform, for example (without limitation), government regulations, fire, flood, labor disputes, natural disasters, acts of God, civil disorders, riots, insurrections, work stoppages, slowdowns or disputes, or other similar events, such failures or delays shall not cause a default in said performance, but, in the event of delay, the parties shall extend the time of performance for a period of time equivalent to the length of delay, or for such other reasonable period of time as agreed to between the parties, provided that such extension shall not enlarge or extend the Term of Agreement set forth in paragraph 3 herein (except as may be provided in paragraph 12 above).

14 INVALID OR UNENFORCEABLE PROVISIONS

If any provision of this Agreement, or its application to any person or circumstances, is invalid or unenforceable, then the remainder of this Agreement or the application of such provision to other persons or circumstances shall not be affected thereby.

15 RELATIONSHIP BETWEEN PARTIES

The relationship between the parties is only that of independent contractors. No partnership, joint venture, or relationship of principal and agent is intended. Franchisee shall not pledge Franchisor's credit or bind it to any obligation.

16 WAIVER

No failure of Franchisor or Franchisee to exercise any power hereunder granted, or to insist on strict compliance by the other with any obligation or condition hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of either party's right to demand exact compliance with the terms hereof. Waiver by either party of any particular default by the other shall not affect or impair any rights with respect to any subsequent default of the same or of a different nature; nor shall any delay or omission of either party to exercise any rights arising from a default affect or impair any rights as to said default or any subsequent default.

17 NOTICES

All notices hereunder shall be hand delivered or sent by express mail or air courier or by registered or certified mail to Franchisor and Franchisee at the respective addresses set forth on the first page of this Agreement, unless Franchisor and/or Franchisee shall from time to time change said addresses by written notice to the other as provided herein. Any notice given by registered or certified mail shall be deemed received by the party to whom it is addressed on the third day after such notice is deposited in the United States mail with postage thereon fully prepaid, return receipt requested. Any notice given by express mail or air courier shall be deemed given the next business day.

18 APPLICABLE LAW

This Agreement shall be governed in all respects and aspects by the laws of the State of Georgia, without reference to its conflict of laws.

19 RESOLUTION OF DISPUTES

Franchisor and Franchisee each agree to submit any controversy, dispute or claim of whatever nature, arising out of, in connection with or in relation to either this Agreement or the parties' relationship, including any claim based upon contract, negligence or other tort, or statute, to resolution as follows:

(a) The parties will attempt in good faith to resolve such disputes through negotiation. Either party may initiate negotiation by providing written notice in letter form to the other party, setting forth the subject of the dispute and the relief requested. The recipient of such notice will respond in writing within five (5) days with a statement of its position on and recommended solution to the dispute. If the dispute is not resolved by this exchange of correspondence, then representatives of each party with full settlement authority will meet at a mutually agreeable time and place within ten (10) days of the date of the initial notice in order to exchange relevant information and perspectives, and to attempt to resolve the dispute. If the dispute is not resolved by these negotiations, the matter will be submitted to Judicial Arbitration & Mediation Services, Inc. ("**JAMS/ENDISPUTE**"), or its successor, for arbitration.

(b) All such disputes that are not resolved by mutual agreement shall be submitted to final and binding arbitration before JAMS/ENDISPUTE, or its successor, pursuant to the United States Arbitration Act, 9 U.S.C. Sec. 1 et seq. Either party may commence the arbitration process called for in this Agreement by filing a written demand for arbitration with JAMS/ENDISPUTE, with a copy to the other party. The arbitration will be conducted in Atlanta, Georgia and, except as provided below, be conducted in accordance with the provisions of JAMS/ENDISPUTE's Comprehensive Arbitration Rules and Procedures in effect at the time of filing of the demand for arbitration. The parties will cooperate with JAMS/ENDISPUTE and with one another in selecting an arbitrator from JAMS/ENDISPUTE's panel of neutrals, and in scheduling the arbitration proceedings to take place in Atlanta, Georgia. The parties covenant that they will participate in the arbitration in good faith, and that they will share equally in its costs. The provisions of this paragraph may be enforced by any court of competent jurisdiction, and the party seeking enforcement shall be entitled to an award of all costs, fees and expenses, including attorney's fees, to be paid by the party against whom enforcement is ordered. If the rules of JAMS/ENDISPUTE permit, the arbitration of the dispute, claim or controversy will be conducted in accordance with the provisions of JAMS/ENDISPUTE's Streamlined Arbitration Rules. In determining whether or not Franchisor's action with respect to a certain requirement is reasonable, the arbitrator will give deference to Franchisor's business judgment, consistent with Franchisor's operation of its Round Table Pizza restaurants (or those of any affiliate). If the dispute, claim or controversy relates to a requirement that Franchisee remodel or improve the Restaurant, the arbitrator will also give consideration to Franchisee's prior improvements to the Restaurant and will have discretion as to dates by which the requirements must be implemented.

(c) The foregoing provisions of this paragraph notwithstanding, Franchisor shall retain the right, in its discretion, to initiate proceedings in any court of competent jurisdiction exclusively for injunctive relief under the Lanham Act (15 U.S.C. 1051 et seq.) Franchisor shall also have the right to seek provisional relief in any court of competent jurisdiction for violation of paragraph 8 ("Non-Competition") or paragraph 11(d); provided, however, that Franchisor shall also concurrently initiate arbitration proceedings in accordance with this Agreement and the arbitrator shall be authorized to enter plenary relief.

20 **TERMINOLOGY**

All terms and words used in this Agreement, regardless of the number and gender in which they are used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine, or neuter, as the context or sense of this Agreement or any section, paragraph, or clause herein may require, as if such word had been fully and properly written in the appropriate number and gender.

21 **ENTIRE AGREEMENT**

(a) This Agreement and the exhibits attached hereto and incorporated herein, if any, contain the entire agreement of the parties and there are no representations (other than those contained in the Franchise Disclosure Document), inducements, promises, agreements, arrangements or undertakings, oral or written, between the parties hereto other than those set forth and duly executed in writing in this Agreement.

(b) Upon execution of this Agreement by Franchisor, all previous agreements, contracts, arrangements or undertakings of any kind relative to the Franchise granted herein are canceled, and as between the parties hereto, all claims and demands are fully satisfied; provided, however, that this paragraph shall have no effect upon written agreement(s) signed by both parties, whenever executed, except to the extent that such written agreement specifically refers to and modifies or cancels this Agreement. If Franchisee is a corporation, partnership or other entity, those shareholders, partners and other persons described in paragraph 8 above shall sign Franchisor's form of Confidentiality and Non-Competition Agreement.

(c) If Franchisee is a corporation, partnership, limited liability company or other entity, Franchisor will determine which of the shareholders, partners or other principals shall sign Franchisor's form of Guaranty of Franchise Agreement (Attachment No. 1 hereto) in accordance with Franchisor's criteria, which are set forth in Exhibit "B" attached hereto and herein incorporated.

22 AMENDMENT OF AGREEMENT

This Agreement shall not be modified or amended except by written agreement executed by both parties hereto. No subsequently published manual or other publication of Franchisor shall materially alter the parties' rights and obligations under this Agreement.

23 COSTS AND EXPENSES OF ENFORCEMENT

In the event of any legal or judicial proceeding (including without limitation any proceeding in state or federal court, and any private contractual or judicial arbitration) between the parties either (a) to enforce the arbitration provisions of paragraph 19(b) or (b) arising out of, in relation to, or in connection with, this Agreement or the parties' relationship (and regardless of the nature of the claims asserted, whether sounding in contract, tort, statute, equity or otherwise, and including but not limited to claims for declaratory or injunctive relief), the prevailing party shall recover the reasonable costs and expenses, including reasonable attorneys' fees, incurred by such party in connection with the proceeding.

24 CAPTIONS

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

25 CONSENT AND APPROVAL

Whenever either of the parties is required herein to obtain the consent or approval of the other party, such consent or approval shall not be unreasonably withheld.

26 COMPLIANCE WITH LOCAL LAW

If any applicable and binding law or rule of any jurisdiction requires a greater prior notice of the termination of, or refusal to renew this Agreement than is required hereunder, the prior notice or other action required by such law or rule shall be substituted for the notice or other requirements hereof. Such modifications to this Agreement shall be effective only in such jurisdiction and shall be enforced as originally made and entered into in all other jurisdictions. Franchisor reserves the right to challenge the applicability of any such law or rule.

27 FRANCHISEE'S ACKNOWLEDGMENTS

A. NEITHER FRANCHISEE (INCLUDING, WITHOUT LIMITATION, ANY AND ALL OF ITS DIRECTORS AND OFFICERS, IF ANY), NOR ANY OF ITS AFFILIATES OR THE FUNDING SOURCES FOR EITHER IS A SPECIALLY DESIGNATED NATIONAL OR BLOCKED PERSON. NEITHER FRANCHISEE NOR ANY OF ITS AFFILIATES IS DIRECTLY OR INDIRECTLY OWNED OR CONTROLLED BY THE GOVERNMENT OF ANY COUNTRY THAT IS SUBJECT TO AN EMBARGO BY THE UNITED STATES GOVERNMENT. NEITHER FRANCHISEE NOR ANY OF ITS AFFILIATES IS ACTING ON BEHALF OF A GOVERNMENT OF ANY COUNTRY THAT IS SUBJECT TO SUCH AN EMBARGO. FRANCHISEE FURTHER REPRESENTS AND WARRANTS THAT IT IS IN COMPLIANCE WITH ANY APPLICABLE ANTI-MONEY LAUNDERING LAW, INCLUDING, WITHOUT LIMITATION, THE USA PATRIOT ACT. FRANCHISEE AGREES THAT IT WILL NOTIFY FRANCHISOR IN

WRITING IMMEDIATELY UPON THE OCCURRENCE OF ANY EVENT THAT WOULD RENDER THE FOREGOING REPRESENTATIONS AND WARRANTIES OF THIS SECTION INCORRECT.

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

C. FRANCHISEE ACKNOWLEDGES THAT HE OR SHE HAS HAD THE OPPORTUNITY, AND HAS BEEN ADVISED BY FRANCHISOR, TO CONSULT WITH FRANCHISEE'S OWN INDEPENDENT ADVISORS SUCH AS ATTORNEYS, ACCOUNTANTS, BANKERS AND BUSINESS CONSULTANTS REGARDING THIS FRANCHISE AND THE BUSINESS CONTEMPLATED BY THIS AGREEMENT AND THAT FRANCHISEE IS NOT RELYING ON ANY REPRESENTATIONS OR STATEMENTS OTHER THAN THOSE SET FORTH IN THIS AGREEMENT AND FRANCHISOR'S FRANCHISE DISCLOSURE DOCUMENT. FRANCHISEE FURTHER AGREES AND ACKNOWLEDGES THAT FRANCHISEE SHALL COMPLY WITH ALL APPLICABLE LAW IN THE OPERATION OF THE RESTAURANT AND ITS BUSINESS AND SHALL CONSULT WITH ITS OWN INDEPENDENT ADVISORS TO THE EXTENT NECESSARY TO DO SO; FRANCHISOR SHALL NOT BE RESPONSIBLE FOR THE OPERATION OF FRANCHISEE'S BUSINESS. WHENEVER A PROVISION OF THIS AGREEMENT PROVIDES FOR FRANCHISOR'S REVIEW AND CONSENT OR APPROVAL, FRANCHISOR'S REVIEW SHALL NOT BE TO DETERMINE COMPLIANCE WITH LAW, WHICH COMPLIANCE IS THE SOLE RESPONSIBILITY OF FRANCHISEE.

D. BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ALL DISPUTES, CLAIMS OR CONTROVERSIES ARISING OUT OF OR RELATING TO THIS AGREEMENT DECIDED BY NEUTRAL ARBITRATION, AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THOSE MATTERS LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL EXCEPT TO THE EXTENT THAT THEY ARE SPECIFICALLY PROVIDED FOR UNDER THIS AGREEMENT. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION YOU MAY BE COMPELLED TO ARBITRATE UNDER FEDERAL OR STATE LAW. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

Initials ________

28 EFFECTIVE DATE

This Agreement shall become effective and binding as of the Effective Date listed in Section 1.

DATED:____________________

____
Franchisee (Print Name)

By:_______________________________

Title:_______________________________

DATED:____________________

THE ROUND TABLE FRANCHISE CORPORATION

By:_______________________________

ATTACHMENT NO. 1 TO
THE ROUND TABLE FRANCHISE CORPORATION FRANCHISE AGREEMENT

GUARANTY OF FRANCHISE AGREEMENT

THIS GUARANTY is effective as of the _______________ (the "**Effective Date**"), by __________________________ (jointly and severally, "**Guarantor**") in favor of The Round Table Franchise Corporation, a California corporation ("**RTFC**") and is entered into in consideration of a franchise agreement for the operation of a Round Table Pizza restaurant located at __________ (the "**Franchise Agreement**") with ____________________ ("**Franchisee**"), as follows:

1. Guarantor unconditionally guarantees to RTFC the full payment of all monies owed and the full performance of Franchisee's obligations under the Franchise Agreement and any undertakings or agreements entered in connection therewith, as the same may be modified, renewed or amended from time to time, and the costs (including attorney's fees) incurred by RTFC to collect and enforce them under such agreement or hereunder (the "Obligations").

2. Guarantor agrees that Guarantor's liability hereunder shall not be released, reduced or in any way affected by (a) the taking of any other guaranty for the Obligations; (b) any release, waiver, exchange, substitution, subordination or other modification of any guaranty relating to the Obligations; (c) any partial release of Guarantor's liability hereunder or under any other instrument held as security for the Obligations; or (d) any assignment by RTFC, in whole or in part, of this Guaranty. In addition, if and to the extent that RTFC is required, in connection with any bankruptcy proceeding affecting Franchisee, to return any amounts paid to RTFC by Franchisee, Guarantor guarantees repayment to RTFC of any amounts so required to be returned.

3. Guarantor waives (a) presentment, demand, protest and notice of any kind; (b) all statutes of limitations as a defense to any action brought against Guarantor by RTFC to the fullest extent permitted by law; (c) any defense based upon any legal disability of Franchisee or any discharge or limitation of the liability of Franchisee to RTFC, whether consensual or arising by operation of law or any bankruptcy, insolvency, or debtor-relief proceeding, or from any other cause; and (d) all rights of subrogation, all rights to enforce any remedy that RTFC may have against Franchisee and all rights to participate in any security held by RTFC for the Obligations, until the Obligations have been paid and performed in full. RTFC may bring an action against Guarantor in his capacity as guarantor without first proceeding against Franchisee or any other person or security held by RTFC and without pursuing any other remedy. Upon a default by Franchisee, RTFC may non-judicially or judicially foreclose against any real or personal property security it holds for the Obligations or exercise any other remedy against Franchisee.

4. Any indebtedness of Franchisee now or hereafter held by Guarantor is hereby subordinated to the Obligations. No delay or failure by RTFC to exercise any right or remedy against Franchisee or Guarantor shall be construed as a waiver of such right or remedy. All remedies of RTFC against Franchisee and Guarantor are cumulative.

5. If any provision of this Guaranty is held to be unenforceable, such unenforceability will not affect any other provisions hereof. The provisions of this Guaranty shall benefit and bind Guarantor and RTFC and their respective heirs, administrators, legal representatives, successors and permitted assigns. This Guaranty shall be governed by the laws of the State of California and may be amended only by a written instrument signed by Guarantor and RTFC.

GUARANTOR(S)

[INSERT NAME]

____
[Name], Individually

Date:____________________________

[INSERT NAME]

____
[Name], Individually

Date:____________________________

[INSERT NAME]

____
[Name], Individually

Date:____________________________

[INSERT NAME]

____
[Name], Individually

Date:____________________________

THE ROUND TABLE FRANCHISE CORPORATION

By:______________________________

Date:____________________________

EXHIBIT A

DATA SHEET

1. Franchisee's Name: ____

2. Franchisee's State of Organization (if applicable): _

3. Franchisee's Ownership Breakdown (if applicable, please list each owner/principal, their respective ownership interest in Franchisee, and title with Franchisee):

Owner/Principal Name	Ownership Interest	Title

4. Franchisee Business Address and Address for Notices:_______________________________

AGREED TO AND ACKNOWLEDGED BY:

____
(Signature of Control Person)

Initial Here: _____________ _____________
Franchisor Franchisee

Store No: ________

EXHIBIT B

STATEMENT OF EXCEPTIONS, PRACTICES & PROCEDURES

The purpose of this Statement is to (i) set forth certain circumstances that may give rise to exceptions to the terms of the Franchise Agreement and (ii) describe certain practices and procedures followed by Franchisor in administering the Round Table System as of the date this Agreement is executed.

REVENUE FROM SUPPLIERS

Franchisor derives revenues from suppliers calculated on the volume of sales to franchisees of certain products made in accordance with Franchisor's special and secret recipes. Franchisor will limit its revenue from suppliers during any fiscal year to 3.8% of Franchisor's gross revenues for that year. If Franchisor's revenue from suppliers during any fiscal year exceeds 3.8% of Franchisor's gross revenues for that fiscal year, Franchisor shall allocate such excess to the Fund. Upon request by the Round Table Owners Association or upon request of at least 51% of all Round Table franchisees, within 90 days following the end of each fiscal year, Franchisor shall provide information to an independent third party in order to permit such party to verify the amount of Franchisor's revenue, payments and commissions from suppliers of Franchisor's proprietary products received during the preceding fiscal year and such third party shall report to the party requesting the verification whether or not it has verified such information, consistent with Franchisor's obligations to suppliers to maintain certain information on a confidential basis. Franchisor, its officers, directors and its affiliates will not receive revenue, payments or commissions from suppliers on account of sales to franchisees of non-proprietary products.

QUALIFICATIONS FOR NEW FRANCHISEES AND FRANCHISEES SEEKING EXPANSION

Attachment 1 to this Statement sets forth the procedures Franchisor follows to determine whether applicants meet Franchisor's qualifications for new franchisees and franchisees seeking expansion. It applies to new franchisees opening stores and to new franchisees acquiring existing stores through transfer, as well as to current franchisees seeking to acquire additional franchise locations (either new or existing).

PERSONAL COMMITMENT - PERSONAL GUARANTEE

Round Table Franchise Corporation has always considered and treated its relationship with its Franchisees as personal in nature. This has been consistently true for more than 30 years. It speaks to the personal commitment that is essential to making our shared business successful. Contractually, this commitment has (with only minor exceptions) taken the form of Franchisor requiring unconditional personal guaranties of performance under the Franchise Agreement by responsible individuals when Franchisee may be a corporation or other entity (which, by legal design, is intended to limit financial responsibility).

While 30 years of experience has served to re-enforce Franchisor's view of its relationship with its Franchisees, the growth and maturity of the System has given rise to the possibility of Franchisor waiving the requirement of personal guaranties from certain Franchisees who demonstrate extraordinary performance in the conduct of their franchised business. It is the purpose of this section to more fully set forth Franchisor's requirements for guaranties and to describe those circumstances in which they may not be required or may be waived. For the purpose of this section, Personal Commitment – Personal Guarantee of Exhibit B, a franchisee affiliate shall mean any entity or individual whose interest holders are substantially the same as franchisee.

1. After the expiration of any 60 month period during which Franchisee has materially complied with all of the obligations of a Franchise Agreement in a full and timely manner, a guarantor may apply for, and Franchisor will grant, a waiver of his or her obligation to

guarantee Franchisee's payment obligations for periodic franchise and Marketing Fees if the following criteria are met:

a. Franchisee shall not have been assessed a late charge, on account of a principal amount of at least $1,000.00 due Franchisor, on more than one (1) occasion during any 12 month period (within the 60 month period of prior performance);

b. Franchisee shall have operated its Round Table restaurant utilizing all or substantially all of the components of the Round Table system in a consistently superior fashion. "Consistently superior fashion" means:

(i) Franchisee must achieve a Restaurant Operations Review ("ROR") average score of 90% or higher, calculated by adding the each Restaurant Operations Review score together and dividing that number by the total number of RORs conducted. Upon completion of three consecutive years in which RORs were conducted, Franchisee must achieve a ROR average score of 90% or greater for the most recently concluded 3 year period; and until such time that the ROR program has been operative for 3 years, a Restaurant must have a ROR average of 90% or greater for the ROR's that have been performed.

(ii) Franchisee must submit to Franchisor a Profit and Loss statement for the most recently concluded calendar year, by June 30th of the following year.

c. Franchisee shall have maintained a superior credit rating which Franchisor shall determine with reference to the reports of national credit reporting services such as TRW, Dun & Bradstreet or other service.

It is the purpose and intent of this waiver provision to encourage and acknowledge superior performance. If Franchisee does not satisfy these criteria for granting a waiver, Franchisor shall advise the guarantor of the reason(s) therefor. Upon request, Franchisor shall provide the guarantor with a copy of the credit report(s) upon which Franchisor relied to make its decision. The guarantor may then submit additional information to Franchisor for consideration. If Franchisee does not agree with Franchisor and is not able to convince Franchisor to re-evaluate its decision, Franchisee may, within 30 days after receipt of Franchisor's notification, submit the matter to binding, cost-effective arbitration of Franchisor's reasonableness, as set forth in the Franchise Agreement.

d. Neither Franchisee, nor any affiliate of Franchisee, has received a notice of default or notice of deficiency which remains uncured beyond all applicable notice and cure periods under any other Franchise Agreement entered into by and between Franchisee or an affiliate of Franchisee, on the one hand, and Franchisor, on the other.

Notes:

- If Franchisee satisfies the criteria set forth in 1 (a), 1(b) , 1(c) and 1(d) above, Franchisee may request a waiver of the personal guarantee provided in connection with the Franchise Agreement executed for the Restaurant, which request will be granted by Franchisor.

- If Franchisee has already received a guaranty waiver(s), a subsequent issuance of a deficiency will have no bearing on that(those) waiver(s).

2. If the Franchise Agreement is being signed in connection with the renewal of a franchise, the shareholders, partners or other principals of Franchisee will not be required to sign the Guarantee of Franchise Agreement if no Guarantee was executed in connection with the expiring term and if: (a) Franchisee meets Franchisor's requirements for new Franchisees; (b) Franchisee was not notified of a default under the terms of the

Franchise Agreement at any time during the immediately preceding 60 months (irrespective of whether or not the default was cured); and (c) Franchisee is not in default at the time Franchisee renews the franchise.

3. If a waiver of the personal guarantee is granted under one of Franchisee's Round Table Pizza Franchise Agreements in accordance with the above procedures, the waiver of the personal guarantee requirement will apply to all active and future Franchise Agreements entered into by and between Franchisee and Franchisor so that no guarantee will be required from the guarantor to whom the waiver was granted; provided, however, this waiver shall not apply and personal guarantee agreements may be required if Franchisee's credit rating has declined (indicating a changed credit risk) or if Franchisee or any affiliate of Franchisee defaults under any Franchise Agreement.

4. If Franchisee defaults under any Franchise Agreement, Franchisor will be entitled to require the guarantor to whom the waiver was granted to sign a Guarantee of Franchise Agreement as a condition of reinstating the Franchise Agreement, or as consideration for Franchisor's forbearance from terminating the Franchise Agreement, as the case may be.

5. In the ordinary course of business, Franchisor will require the Guarantee of Franchise Agreement only from the Control Person of Franchisee.

FINANCIAL HARDSHIP

If a Franchisee has operated the business in earnest for a period of at least five (5) years, followed all material processes and procedures contained in Franchisor's various manuals, regularly complied with financial reporting requirements (including the submission of an Annual Business Plan when it has been required), availed itself of all training offered, implemented recommendations made by representatives of Franchisor, maintained an active participation in the business, scored at the System average or better on external measurements of controllable expenses and customer service and Franchisee then documents to Franchisor that Franchisee is unable to make the business financially viable, Franchisor will allow Franchisee to close the franchised location and terminate its future financial obligations to Franchisor, or, in the alternative, consider with Franchisee other financial arrangements that might be reasonable in the circumstances.

If, at the expiration of the initial term of the Franchise Agreement, Franchisee represents to Franchisor that the business of the Restaurant is insufficient to support or warrant Franchisee's renewal of the Franchise Agreement for an additional term at the then-current rate of periodic franchise and Marketing Fees, and Franchisee has substantially complied with and/or performed the reporting and operational obligations described in the preceding paragraph, Franchisor may grant Franchisee a renewal Franchise Agreement on then-current terms but subject to the periodic franchise and Marketing Fees of the initial Franchise Agreement. The term of the renewal Franchise Agreement will be limited to a maximum of five (5) years within which time Franchisee must do one of the following: (i) transfer its interest in the Restaurant to a third party acceptable to Franchisor; (ii) de-identify the Restaurant and operate a non-competing business in the location; or (iii) close the Restaurant.

Attachment 1 to Exhibit B

Qualifications for New Franchisees and Franchisees Seeking Expansion

INTRODUCTION

The essential prerequisites for acquiring a new or existing Round Table Pizza restaurant are set forth in Franchisor's Franchise Disclosure Document and Franchise Agreement. The purpose of this writing is to describe how we actually go about approving or disapproving applicants.

You will see that we do not detail here specific criteria, such as a "net worth of $XXX." The process is so particularized to individual applicants and specific transactions that it is counter-productive to attempt to articulate absolute rules.

Most simply stated, our objective is to determine:

i) whether the applicant (sometimes referred to as the "Franchisee," transferee," or "buyer") pays his/her bills regularly and on time;

ii) what easily available cash she/he has in verifiable accounts and whether it is sufficient to support the proposed acquisition;

iii) whether credit information matches up with the buyer's financial statements/tax returns; and

iv) whether there's a reasonable likelihood the business will work on a long-term basis, both as a personal investment for the franchisee and as a component of our franchising System.

WHAT WE ACTUALLY DO

In the end, our "approval" or "disapproval" of an applicant is necessarily subjective. However, by strictly adhering to the process which is outlined below, it is the Franchisor's purpose to be as consistent and fair in its decision-making process as is humanly possible. While we believe that the ability to effectively communicate with both employees and the public is a very important qualifier for success in our business, Franchisor does not discriminate on the basis of race, religion, gender, or national origin.

How does the process start? Normally we expect to receive a fully completed application package (which is provided in connection with our FDD disclosure) that, among other things, includes the applicant's current financial statement and authorizes us to investigate the applicant's credit. Assuming the application is to acquire an existing location (a "transfer"), we normally require the following additional documentation:

- a description of the essential business terms of the proposed transaction;
- recent store financials (one to two years);
- the current and/or proposed premises lease;
- buyer's business plan/proforma for the business.

Promptly following receipt of the application (and authorization to do so) we obtain a copy of the applicant's credit report. The report may very well be the linchpin that determines whether we go forward. Assuming the report is minimally acceptable, we may ask for additional financial information (in order that we can clearly understand the nature of the applicant's assets and obligations). We also ask for the applicant's two most recent years' federal tax returns. Going forward, we contact references and verify (telephonically and in writing) both the existence and valuation of the applicant's primary, reported assets and obligations, utilizing both in-house data links and outside providers. If the applicant is an existing franchisee (or a primary principal or a managing employee), we will also look at our own credit history and affiliated store RORs and ask for input from our field management consultant(s) who may be personally familiar with the applicant.

With the required information in hand, we then project a range of financial qualification for a "manageable" acquisition. The requirements for a new store (a new location) may be substantially greater than the financial requirements for a transfer. In the case of a transfer, we put the applicant's financial qualifications into the context of the proposed transaction. We look at the total cost, front end costs, projected rents, and resulting cash flows.

At the same time that we make our financial analysis, we also look at any number of "intangibles" -- especially when the transferee is an existing franchisee or known managing employee. Among other things, we look at:

- gross business skills;
- "hospitality" skills -- vis-à-vis both serving the public and managing employees;
- "access" to additional capital -- non-conventional as well as institutional sources;
- if applicable, time in the System and prior credit and operational performance;
- store potential -- trends in local store market;
- food service experience -- training requirements;
- any equitable considerations among close-by franchisees.

It is not unusual for there to be on-going conversations with the applicant and we may ask for additional documentation and/or a visit to our company headquarters. An applicant should anticipate that the process will take from 30 to 45 days from inception to completion, at which time we will notify the applicant in writing of his or her approval (including any conditions or limitations and/or further requirements) or our declination of the application.

RIGHT-OF-FIRST-REFUSAL

Under nearly all of our outstanding contracts Franchisor has the right to purchase existing franchise locations (including fractional interests) that are offered for sale or proposed for transfer to another party. In our more recent contracts, Franchisor's right of first refusal is limited to sales or transfers of a franchisee's "controlling interest" in the business (and may be subject to certain other limitations as well).

If this provision applies to the transaction, formal notification of Franchisor's waiver of its right-of-first-refusal will, in the ordinary course, accompany notification that the application has been approved.

COMPLETION

Again, in the normal course, new store acquisitions and transfers are completed by the following:

- (on a transfer) receipt of payment of any monies due and owing by the selling franchisee (out of escrow or by other payment arrangements);

- execution of all franchise-related documents;
- deliver executed copy of lease or lease transfer documents;
- deliver copy of ABC license;
- deliver articles of incorporation and other formation documents and certificate(s) of good standing;
- deliver copies of shareholders agreements, partnership agreements and other agreements or documents that affect the disposition of the Franchise Agreement, and all amendments to such agreements;
- confirm receipt of personal guarantees that may be required; and
- confirm receipt of shareholders and confidentiality agreements as may be required.

<u>EXHIBIT C</u>

FORM OF MUTUAL RELEASE OF KNOWN CLAIMS

THIS GENERAL RELEASE (“**Release**”) is executed on _________________by and between: (i) _________________________ (“**Franchisee**”), (ii) _______________________ (“**Guarantors**”), and (iii) The Round Table Franchise Corporation (“**RTP**” or “**Franchisor**”), a California corporation with a business address at _____________________________.

1. In consideration of the promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree that (a) Franchisor, on the one hand, and (b) Franchisee and Guarantors, on behalf of themselves and their respective “Agents” as defined below (collectively, the “Franchisee Releasees”), on the other hand, hereby relieve, release and forever discharge one another and their respective officers, directors, principals, owners, parents, affiliates, subsidiaries and (if appropriate) franchisees from any respective “Claims” (as defined below) that the party(ies) on one hand might have against the other. For purposes of this release, the term “Agents” is a collective term that includes a party’s respective (as the case may be) spouses, officers, directors, partners, shareholders, employees, trustees, affiliates, predecessors, successors, subsidiaries, parent corporations, heirs, executors, beneficiaries, administrators, agents, representatives, assigns and any and all persons claiming any rights whatsoever from or through said parties or any of said persons or entities.

2. Subject to the limitations below, the term “Claims” means any and all rights, claims (including claims of any predecessor in interest), debts, costs, liabilities, accounts, reckonings, demands, agreements, contracts, covenants, representations, warranties, promises, undertakings, suits, judgments, losses, injuries, obligations, liens, expenses (including without limitation attorneys’ fees and costs) and damages, actions and causes of action of every kind and nature whatsoever which the parties and their respective Agents may now or hereafter have against one another as of the date this Release is signed; provided, however, that this release shall not affect the rights, obligations and covenants of the parties that accrue after the signing of this Release.

2.1 “Claims” shall only include claims based on facts that are known by the releasing party as of the date of this Release or which, with reasonable due diligence, could have been discovered by the releasing party as of the date of this Release.

2.2 “Claims” shall not include any claims by third parties subject to indemnification under Section 7(y) of the Franchise Agreement (or comparable provision), and nothing in this Release shall or may be construed to relieve, release or discharge the indemnification obligations in connection with third parties set forth in the Franchise Agreement or limit Franchisor’s right to seek such indemnification as set forth therein.

2.3 “Claims” does not include any obligation to pay any past amounts owed under any agreement between the parties, including without limitation any (a) accrued and unpaid franchise fees, royalties and/or marketing fees under any franchise agreement, or (b) obligation to pay money set forth in a separate executed writing.

3. Each party to this Release covenants 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 that party released under Section 1 with respect to any Claim released under Section 1.

4. The parties acknowledge that no representation, promise or inducement not contained in this Release or in the documents referred to in it was made to them. The parties further agree that they

will forever refrain and forebear from commencing, instituting and prosecuting any lawsuit, action or other proceeding against one another based on, arising out of, relating to or in connection with any Claims released hereunder. The parties further agree and acknowledge that: (i) the facts in respect of which the release in Section 1 are given may turn out to be different from the facts now known or believed by them to be true; (ii) each releasing party assumes the risk of the facts turning out to be different and agree that the release in Section 1 shall nevertheless be effective in all respects. Each party further acknowledges that they have not assigned or transferred, or purported to assign or transfer, to any person or entity, any Claim released under Section 1; (iii) each have full and complete power and authority to execute this Release, and that the execution of this Release shall not violate the terms of any contract or agreement between them or any court order; and (iv) each have voluntarily and knowingly executed this Release after they have had the opportunity to consult with their respective counsel.

5. By executing this Release, the parties, for themselves and (if applicable) their respective Agents, represent and warrant that: (i) their statements herein are true and correct; and (ii) they have the respective right and authority to enter into and to accept the terms and covenants of this Release. Each party acknowledges that this Release shall be a complete defense to any Claim that party releases hereunder, and hereby consents to the entry of a temporary or permanent injunction to prevent or end the assertion of any such Claim released hereunder.

6. This Release will inure to the benefit of and bind the successors, assigns, heirs, and personal representatives of the Released Parties and each Releasor.

7. This Release may be executed in two or more counterparts (including by facsimile), each of which shall be deemed an original, and all of which shall constitute one and the same instrument.

8. Any capitalized terms that are not defined in this Release shall have the meaning given them in the Franchise Agreement.

9. The interpretation and enforcement of this Release shall be governed and controlled by the governing law, venue, dispute resolution and other enforcement-related terms set forth in the Franchise Agreement, which shall apply to all claims and disputes arising out of or related to this Release.

IN WITNESS WHEREOF, the parties hereunder have executed this Release as of the date shown above.

WITNESS:

____
Signature

Print Name:__________________________

FRANCHISEE:

By: ______________________________

Print Name: ________________________

Title: _____________________________

Date: _____________________________

WITNESS:

____
Signature

Print Name:__________________________

GUARANTOR:

By: ______________________________

Print Name: ________________________

Title: _____________________________

Date: _____________________________

WITNESS:

____
Signature

Print Name:__________________________

GUARANTOR:

By: ______________________________

Print Name: ________________________

Title: _____________________________

Date: _____________________________

WITNESS:

____
Signature

Print Name:__________________________

FRANCHISOR:

THE ROUND TABLE FRANCHISE CORPORATION

By: ______________________________

Print Name: ________________________

Title: _____________________________

Date: _____________________________

EXHIBIT D

OUTLINE OF TOPICS - ANNUAL BUSINESS PLAN
(NEW RESTAURANTS - FIRST YEAR PLAN)

I Pre-Opening Procedures

II Personnel

III Operations

IV Financial Planning

V Ownership Structure

VI Sales & Marketing

VII Business Priorities

EXHIBIT E

OUTLINE OF TOPICS - ANNUAL BUSINESS PLAN (EXISTING RESTAURANT)

I Personnel

II The Facility

III Operations

IV Financial Planning

V Ownership Structure

VI Sales & Marketing

VII Business Priorities

EXHIBIT F

ACH Authorization Form

Instructions

To authorize GFG Management, LLC, or its affiliates ("**GFGM**"), to deduct certain amounts by automatic deduction, please complete the following steps:

1. Complete this form. If your account is a joint account both account holder must sign this form.
2. Attach a voided, unsigned check to the form.
3. Return the original executed from and a voided check (no deposit slips) to GFG Management, LLC – Attention: ACH Department, via facsimile or pdf delivery to 770-514-4903 or mailto:ACH@gfgmanagement.com
4. Retain a copy of this form for your files.

I (we) hereby authorize GFGM to initiate debit entries to my (our) account in the entity named below ("institution") and I (we) authorize the institution to accept and to debit the amount of such entries to my (our) account for affiliated produced product I purchase, and royalties and marketing fund contributions based on reported sales or good faith estimates of such amounts if no reporting is provided and any other amount owed to GFGM or its affiliates.

This authorization is to remain in full force and effect until I revoke the agreement as hereinafter provided. Any revocation shall not be effective until GFGM has received written notification from me of my desire to terminate this agreement in such a time and in such a manner as to give GFGM a reasonable opportunity to act on it.

Franchisee Information:

Names(s) of Owners	Telephone Number
Business Entity Name, if applicable (Inc. or LLC or DBA)	
Email address for invoices & statements	
Please check (✓) the franchise brand(s) this authorization applies to: ☐ MaggiesMoo's ☐ Pretzelmaker/Pretzel Time ☐ Marble Slab Creamery ☐ Great American Cookies ☐ Hot Dog On A Stick	Please list store/location numbers this authorization applies to: (Fill out multiple forms if extra space is needed.)

Financial Institution Information

Name (Name of bank, credit union, etc:)	
Branch Address	
City, State, Zip	
Transit/ABA/Routing number (nine digits, between the ⑆ marks)	
Account type (please ✓ one)	☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐
Account Number (between ⑆ and ⑈ mark)	☐Checking ☐ Savings

Primary Account Holder's Name (Print)	Authorized Signature
Joint Account Holder's Name (Print)	Authorized Signature
Date of Authorization	
Please return completed original form to:	GFG Management LLC 9720 Wilshire Blvd. Suite 500 Beverly Hills, CA 90212 Email to info@fatbrands.com

EXHIBIT G

DELIVERY TERRITORY

EXHIBIT H

COOKIE EQUIPMENT LEASE

(For Franchisees Who Elect to Lease Cookie Equipment)

COOKIE EQUIPMENT RENTAL AGREEMENT (LEASE)

THIS AGREEMENT, made the ______ day of, 20_____, by and between ______________________ hereafter called the Lessee, and the **GFG Management LLC,** hereafter called the *Lessor*.

Lessee and Lessor, for the consideration hereafter named, agree as follows:

Under the General Conditions of Lease, Lessor hereby leases to Lessee all equipment named and identified in the following "List of Equipment," for use at such location and at such rental rate for approximately such time as is therein stated. Lessor shall furnish such equipment, in operative, like new or new condition.

LIST OF EQUIPMENT*

***Lessor reserves the right at its own discretion to any substitution to the equipment package.**

	Item Description	Distributor & Item Number	Manufacturer
1	Oven, Cadco Model OV-013	Edward Don #1202193	Cadco OV-O13 w/Warranty
2	Sheet Pans, 1/2	Edward Don #1060717	IMCO Pan-12
3	8" Baking Pans - Pop Out Bottom	Edward Don #1176622	Fat Daddios #PCC-83
4	Thumb/Disher Scoop, #16 Blue	Edward Don #1202195	Hamilton Beach #80-16
5	Ladle 12", 1 oz	Edward Don #K7101	IMCO #K7101
6	Cookie Spatula, large	Edward Don #1110300	Mercer #M17513
7	Impulse Heat Sealer - 12"	Edward Don #1199685	Eurodib UDA Model #KS-300
8	Teflon Pan Liner - 10ct precut	Edward Don #1165686	Saint-Gobain #25339M
9	18qt Cambro Container (translucent)	Edward Don #K3652	Cambro #18SFSPP190
10	18qt Cambro Lid	Edward Don #K4647	Cambro #SFC12453
11	Merchandiser, Black Display Crate	Edward Don #1152621	Tablecraft #CRATE114BK

GENERAL CONDITIONS OF EQUIPMENT LEASE

The conditions of lease here below stated, together with the Agreement above of this sheet, constitute a contract between the parties therein named which contract is hereafter referred to as "this Agreement".

TERM. This Agreement shall be for a term of ___ years and begin on the above date. Termination of this Agreement will only occur upon full execution of all commitments at which point after __ years the lease equipment and title of ownership will be transferred to lessee for one-dollar consideration.

RENT. Lessee agrees to a minimum commitment of ___ cases of batter ordered per year.

DEFAULT. If Lessee fails to perform or fulfill any obligation under this Agreement, Lessee shall be in default of this Agreement. Lessee shall have ten (10) days from the date of notice of default given by lessor to cure the default. In the event Lessee does not cure the default, Lessor may at Lessor's option (a) cure such default and the cost of such action may be added to Lessee's financial obligations under this Agreement; or (b) declare Lessee in default of this Agreement. In the event of default, Lessor may, as permitted by law, re-take possession of the Equipment. Lessor may, at its option, hold Lessee liable for any difference between the Rent that would have been payable under this Agreement during the balance of the unexpired term. Lessee shall pay $15.00 per case of batter outstanding the Term at the time of default and any fees and cost a product of default.

RISK OF LOSS OR DAMAGE. The Lessee assumes all risk of loss or damage to the equipment from any cause, and agrees to return it to the Lessor in the condition received from the Lessor, with the exception of normal wear and tear. The Lessor or their appointed agent will determine normal wear and tear. If the equipment is not returned to the Lessor for any reason, Lessee shall pay to the Lessor the Replacement Cost of the equipment or its equivalent at the time of its return. If no Replacement Cost is designated herein, Lessee shall pay the actual cost of replacing the equipment at the time of replacement.

MAINTENANCE AND OPERATION. Lessee shall see that the equipment is not subjected to careless, unusually or needlessly rough usage; and Lessee shall at Lessee's own expense maintain the equipment and its appurtenances in good repair and operative condition, and return it in such to Lessor in the same condition as received, ordinary and reasonable wear and tear resulting from proper use thereof excepted.

REPAIRS. The expense of all repairs made during the Rental Period, including labor, material, parts and other items shall be paid by Lessee. The manufacturer limited warranty will be supplied by the distributor Edward Don: 2 year limited warranty (1 year carry - in service, 2nd year parts only, contact factory for details), standard; 1 year warranty on oven motors & fan, contact factory for details, standard; 90 day warranty on light bulbs & gaskets, 30 day warranty on glass, contact factory for details, standard

CARE AND OPERATION OF EQUIPMENT. The equipment may only be used and operated in a careful and proper manner and at the location set forth herein. Its use must comply with all laws, ordinances, and regulations relating to the possession, use, or maintenance of the equipment, including registration and/or licensing requirements, if any.

DISCLAIMER OF WARRANTIES. NO WARRANTIES; CONSEQUENTIAL DAMAGES EXCLUDED

(a) Disclaimer of Warranties - Lessee acknowledges that: Lessor is not the manufacturer of the Equipment nor the manufacturer's agent or representative nor a dealer therein; the Equipment is of a size, design, capacity, description and manufacture selected by the Lessee; Lessee is satisfied that the Equipment is suitable and fit for its purposes; and **LESSOR HAS NOT MADE AND DOES NOT MAKE ANY WARRANTY OR REPRESENTATION WHATSOEVER, EITHER EXPRESS OR IMPLIED, AS TO THE FITNESS, CONDITION, MERCHANTABILITY, DESIGN OR OPERATION OF THE EQUIPMENT, ITS FITNESS FOR ANY PARTICULAR PURPOSE, THE QUALITY OR CAPACITY OF THE MATERIALS IN THE EQUIPMENT OR WORKMANSHIP IN THE EQUIPMENT, LESSOR'S TITLE TO THE EQUIPMENT, NOR ANY OTHER REPRESENTATION OR WARRANTY WHATSOEVER;** Lessor shall not be liable to Lessee for any loss, damage, or expense of any kind or nature caused, directly or indirectly, by the Equipment or the use or maintenance thereof or the failure or operation thereof, or the repair, service or adjustment thereof, or by any delay or failure to provide any such maintenance, repairs, service or adjustment, or by any interruption of service or loss of use thereof or for any loss of business howsoever caused. No defect or unfitness of the Equipment shall relieve Lessee of the obligation to pay any installment of rent or any other obligation under this Lease.

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT EACH AND EVERY PROVISION OF THIS AGREEMENT WHICH PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES OR EXCLUSION OF DAMAGES, IS INTENDED BY THE PARTIES TO BE SEVERABLE FROM ANY OTHER

PROVISION AND IS A SEPARABLE AND INDEPENDENT ELEMENT OF RISK ALLOCATION AND IS INTENDED TO BE ENFORCED AS SUCH. THE PARTIES ALSO AGREE THAT, REGARDLESS OF THE FAILURE OF ANY SOLE OR EXCLUSIVE REMEDY APPLICABLE TO THE EQUIPMENT, LESSEE WILL NOT BE ENTITLED TO ANY CONSEQUENTIAL DAMAGES OF WHATSOEVER KIND OR NATURE. THE PARTIES INTEND THE EXCLUSION OF CONSEQUENTIAL DAMAGES AS AN INDEPENDENT AGREEMENT APART FROM ANY SOLE AND EXCLUSIVE REMEDY APPLICABLE TO THE

INDEMNITY. Lessee shall indemnify Lessor, and its agents and employees against, and hold Lessor and its agents and employees harmless from, any and all claims, actions, suits, proceedings, costs, expenses, damages, and liabilities, including attorney's fees, arising out of, connected with, or resulting from the equipment or the Lease, including without limitation, the manufacture, selection, delivery, leasing, renting, control, possession, use, operation, maintenance or return of the equipment. Lessee shall further indemnify Lessor, and hold Lessor harmless from all loss and damage to the equipment during the rental period. Lessee recognizes and agrees that included in this indemnity clause, but not by way of limitation, is Lessee's assumption of any and all liability for injury: disability and death of workmen and other persons caused by the operation, use, control, handling, or transportation of the equipment during the Rental Period.

LOSS OR DAMAGE TO EQUIPMENT; INSURANCE

(a) Risk of Loss. From the date the Supplier ships the Equipment to Lessee or the date Lessor confirms Lessee's purchase order or contract to Supplier, whichever occurs first, Lessee hereby assumes and shall bear the entire risk of loss for theft, damage, destruction or other injury to the Equipment from any and every cause whatsoever. **NO SUCH LOSS OR DAMAGE SHALL IMPAIR ANY OBLIGATION OF LESSEE UNDER THIS LEASE WHICH SHALL CONTINUE IN FULL FORCE AND EFFECT**. In the event of damage or loss to the Equipment (or any part thereof) and irrespective of payment from any insurances coverage maintained by Lessee, but applying full credit therefor, Lessee shall at the option of Lessor, (a) place the Equipment in good repair, condition and working order; or (b) replace the Equipment (or any part thereof) with like equipment in good repair, condition and working order and transfer clear title to such replacement equipment to Lessor, whereupon such replacement equipment shall be deemed the Equipment for all purposes.

(b) Insurance. Lessee shall obtain and maintain for the entire term of this Lease, at its own expense (as primary insurance for Lessor and Lessee), property damage and liability insurance and insurance against loss or damage to the Equipment including, without limitation, loss by fire (including so-called extended coverage), theft, collision and such other risks of loss as are customarily insured against on the type of Equipment leased hereunder and by businesses in which Lessee is engaged, in such amounts, in such form and with such insurers as shall be reasonably satisfactory to Lessor provided, however, that the amount of insurance against loss or damage to the Equipment shall be the greater of (i) the replacement value of the Equipment or (ii) the Stipulated Loss Value of such item of Equipment as specified in the Stipulated Loss Value Rider attached to the Lease Schedule relating to the Equipment.

ASSIGNMENT. The Lessee shall not assign or sublet any interest in this Rental or the equipment or permit the equipment to be used by anyone other than the Lessee or Lessee's employees, without Lessor's prior written consent.

INDEMNITY. Lessee shall indemnify and hold Lessor harmless from and against all claims, losses, liabilities (including, but not limited to, negligence, tort, breaches of statutory duties, and strict liability), damages, judgments, suits, and all legal proceedings, and any and all costs and expenses in connection therewith (including attorneys' fees) arising out of or in any manner related to the manufacture, purchase, financing, ownership, delivery, rejection, non-delivery, possession, use, transportation, storage, operation, maintenance, repair, return or other disposition of the Equipment or with this Lease, including, without limitation,(a) claims for injury to or death of persons and for damage to property, (b) claims relating to patent, copyright, or trademark infringement, and (c) claims relating to defects in the equipment whether or not discoverable by Lessor. Lessee agrees to give Lessor prompt notice of any such claim or liability.

NOTICE. Any notices or demands required to be given herein shall be given to the parties in writing and by regular mail email, of facsimile to the addresses, or email addresses herein set forth, or to such other addresses, email addresses, or telecopier numbers as the parties may hereafter substitute by written notice given in the manner prescribed in this Paragraph.

CANCELLATION. The Lease can be cancelled or terminated if: (1) Lessee is in good standing and current with all obligations to Lessor and (2) Lessee shall pay $15.00 per case of batter outstanding the Term at the time of cancellation.

GOVERNING LAW - This Agreement is governed by and must be construed in accordance with the law of the State of Delaware without reference to its conflict of laws principles. Consent to jurisdiction and venue. In the event that lessee should ever assert a claim or counterclaim against lessor for any reason related to this document or its amendments if any, lessor and lessee unconditionally agree to assert such a claim in the form of a lawsuit to be commenced in state court in Georgia, or a county and state designated by lessor in a written notice to lessee with lessor hereby consenting to the jurisdiction and venue of the courts of those counties and states for such purposes.

DISPUTE RESOLUTION - Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Atlanta, Georgia before one arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those Rules or pursuant to JAMS' Streamlined Arbitration Rules and Procedures . Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

NEGATIVE COVENANTS OF LESSEE.

a. No Liens.

Lessee shall not create, incur, assume or suffer to exist any mortgage, lien, pledge or other encumbrance or attachment of any kind whatsoever upon, affecting or with respect to the Equipment or this Lease or any of Lessor's interests thereunder.

b. No Alterations to Equipment; Accessions

Lessee shall not make any changes or alterations in or to the Equipment except as necessary for compliance with any maintenance contract required by this Lease. All repairs, parts, supplies, accessories, equipment, and devices furnished, affixed, or installed to or on the Equipment or any part or unit thereof, shall become the property of Lessor.

c. Location of Equipment

Lessee shall not part with possession or control of or suffer or allow to pass out of its possession or control, items of Equipment or change the location of the Equipment or any part thereof from the address shown above without the prior written consent of Lessor.

d. Lessee's Identity, Structure, Name and Address

Lessee shall not change its name or address from that set forth above, unless it shall have given Lessor or its assigns no less than 30 days' prior written notice; Lessee, if an organization, shall not merge or consolidate with any other person or entity or change its identity.

LESSEE SHALL NOT ASSIGN OR IN ANY WAY DISPOSE OF ALL OR ANY PART OF ITS RIGHTS OR OBLIGATIONS UNDER THIS LEASE OR ENTER INTO ANY SUBLEASE OF ALL OR ANY PART OF THE EQUIPMENT WITHOUT THE PRIOR WRITTEN CONSENT OF LESSOR. ANY ATTEMPTED ASSIGNMENT IN BREACH OF THIS PROVISION SHALL BE NULL AND VOID.

ENTIRE AGREEMENT. This Lease constitutes the entire, final, complete, and fully integrated understanding or agreement between Lessor and Lessee and there is no understanding or agreement, oral or written, which is not set forth herein. This Lease may not be supplement, explained, or interpreted by any evidence of trade usage or course of dealing.

BY EXECUTION HEREOF, THE SIGNER CERTIFIES (S)HE HAS READ THIS ENTIRE LEASE, THAT LESSOR OR ITS REPRESENTATIVES HAVE MADE NO AGREEMENTS OR REPRESENTATIONS EXCEPT AS SET FORTH HEREIN AND THAT (S)HE IS DULY AUTHORIZED TO EXECUTE THIS LEASE ON BEHALF OF LESSEE.

LESSOR:
GFG Management, LLC a Delaware Corporation

By: ___________________________________

Name: ________________________________

Title: _________________________________

LESSEE
[ENTITY NAME]

By: ___________________________________

Name: ________________________________

Exhibit B

Area Development Agreement

AREA DEVELOPMENT AGREEMENT

Between

THE ROUND TABLE FRANCHISE CORPORATION

and

____

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ROUND TABLE PIZZA

AREA DEVELOPMENT AGREEMENT

THIS AGREEMENT is made and entered into as of this ____ day of _________, 20__ (the "**Effective Date**") by and between **THE ROUND TABLE FRANCHISE CORPORATION**, a California corporation ("**Franchisor**"), and ________________, a ____________________ ("**Franchisee**").

In this Agreement, "**we,**" "**us,**" and "**our**" refers to The Round Table Franchise Corporation, the Franchisor. "**You**" and "**your**" refers to the Franchisee.

RECITALS

A. We and you have entered into a certain Franchise Agreement dated the same date as this Agreement (the "Initial Franchise Agreement").

B. We desire to grant to you the exclusive right to establish and operate a specified number of franchised ROUND TABLE PIZZA stores ("**Stores**") within a specified geographical area.

C. If you are a corporation, limited liability company, partnership, or other entity (collectively, an "**Entity**"), all of your owners of a legal and/or beneficial interest in the Entity (the "**Owners**") are listed on **Exhibit A** of this Agreement (**Exhibit A** and all other exhibits hereto being hereby incorporated herein by reference).

D. You desire to establish and operate additional Stores upon the terms and conditions contained in our then-current standard franchise agreements (a "**Franchise Agreement,**" the current form of which is attached hereto as **Exhibit B**).

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

1. **Grant of Development Rights and Development Area**. Subject to the terms and conditions of this Agreement, we grant to you the right, and you undertake the obligation, to establish and operate Stores in the area designated on Exhibit A to this Agreement (the "Development Area"). The number of Stores is specified in the development schedule in Exhibit A (the "Schedule"). Each Store will operate pursuant to its own franchise agreement that you and we must sign. You must devote your full time, best efforts to establishing, operating and promoting the number of Stores specified in the Schedule and to the promotion of the ROUND TABLE PIZZA brand. Full time, best efforts will require that you not engage in any other business activities and that you not engage in any activity that would present a conflict of interest with your obligations under this Agreement. If we enter into a Satellite Addendum with you permitting you to operate a Satellite (a "Satellite") in a shopping center or mall in which one of your Stores is located, the Satellite shall not count as an additional Store for purposes of satisfying your obligations under this Agreement. This Agreement does not grant you any right to use the Marks (as defined in your Initial Franchise Agreement). Rights to use the Marks are granted only by the Franchise Agreements.

2. **Development Fee**.

2.1 **Development Fee**. The total amount of your Development Fee is listed on Exhibit A (the "Development Fee"). You also will pay the initial franchise fee due for each Store at the time the Franchise Agreement for each Store is executed. The Development Fee will not be refundable, notwithstanding anything to the contrary in this Agreement or any Franchise Agreement. We have the right to set off against any payments that we may owe to you under this Agreement any fees that you or your affiliates owe to us or our affiliates under this Agreement or any other agreement between us or our affiliates and you or your affiliates.

3. **Development Schedule**.

3.1 **Deadlines**. You must enter into Franchise Agreements and open and operate Stores in accordance with the deadlines set forth in the Schedule. By each "Fee Deadline" specified in the Schedule, you must have delivered to us an initial franchise fee and a signed copy of our then-current standard form of Franchise Agreement for the number of Stores specified on the Schedule. By each "Opening Deadline" specified in the Schedule, you must have the specified number of Stores open and operating. You must locate the Stores only at sites that we have accepted in accordance with the terms of the applicable Franchise Agreement.

3.2 **Damaged Stores**. If a Store is destroyed or damaged by any cause beyond your control such that it may no longer continue to be open for the operation of business, you must immediately give us notice of such destruction or damage ("Destruction Event"). You must diligently work to repair and restore the Store to our approved plans and specifications as soon as possible at the same location or at a substitute site accepted by us within the Development Area. If a Store is closed due to a Destruction Event, the Store will continue to be deemed a "Store in operation" for the purpose of this Agreement for up to 180 days after the Destruction Event occurs. If a Store (i) is closed in a manner other than those described in this Section 3.2 or as otherwise agreed by us in writing or (ii) fails to reopen within 180 days after a Destruction Event, then we may exercise our rights under Section 6.2 (Our Remedies).

4. **Development Area**.

4.1 **Exclusivity**. UNLESS OTHERWISE SPECIFIED ON EXHIBIT A, YOU HAVE NO EXCLUSIVE RIGHTS TO THE DEVELOPMENT AREA, and, in addition to those rights specified in the last sentence of Section 4.2, we may establish, sell, or license others to open or operate Stores anywhere within the Development Area. If Exhibit A specifies that your Development Area is exclusive, then, while this Agreement is in effect, provided that you open and operate the Stores in accordance with the Schedule and the minimum number of Stores that you have open and operating in the Development Area at any given time is not less than the minimum required pursuant to the Schedule, we will not operate, or license any person other than you to operate, a Store under the Marks and the System within the Development Area.

4.2 **No Other Restriction On Us**. Except as expressly provided in the last sentence of **Section 4.1**, we and our affiliates have the right to conduct any business activities, under any name, in any geographic area, and at any location, regardless of the proximity to or effect on your Stores. For example, we have the right: (i) to establish or acquire franchises and/or company-owned outlets anywhere selling similar products and providing similar services under names and symbols other than the Marks, (ii) to sell, or license others to sell, products and services through alternative distribution channels, including e-commerce, using the Marks; (iii) to advertise, or authorize others to advertise, anywhere using the Marks; (iv) to establish or license stores under the Marks or the System, at any location outside of the Development Area; or (v) to be acquired by or merge with other companies, including companies with similar outlets in the Development Area, without any obligation to you. The following non-traditional venues are not included in any exclusive Development Area you might be granted: grocery, conveniences stores, vending machines, travel plazas, airports, university and college campuses, hospitals and medical centers, sports or entertainment venues, general merchandisers, military or other government owned facilities and any other non-traditional venues or channels of distribution, or complementary site to a different primary business, all of which we reserve for our development, or for which we currently have or later enter into an agreement with a franchisee, developer, or any other third party to exclusively develop stores or distribution points in any of these venues on a regional or nationwide basis. These locations are deemed Special Locations, which are unique sites that we obtain through national or regional arrangements with a Host/Authority under a Master Use and Occupancy Agreement or License Agreement. If a Special Location is offered to you, you are not obligated to accept it; however, your acceptance of the Special Location will require you to sign a sublicense agreement without the ability to negotiate any changes with the Host/Authority. You must comply with all terms, including for example, the payment of all license fees, construction-related fees, and other fees imposed by the Host/Authority.

5. **Term**. This Agreement expires at midnight on the last Opening Deadline date listed on the Schedule, unless this Agreement is terminated sooner as provided in other sections of this Agreement.

6. **Termination**.

6.1 Events of Default. Any one or more of the following constitutes an "Event of Default" hereunder:

(a) You fail to pay any initial franchise fee or execute any Franchise Agreement by any Fee Deadline specified in the Schedule;

(b) You fail to have open and operating the minimum number of Stores specified in the Schedule by any Opening Deadline specified in the Schedule;

(c) An Event of Default occurs under any of your Franchise Agreements, resulting in the termination of such Franchise Agreement; or

(d) You breach or otherwise fail to comply fully with any other provision contained in this Agreement, including **Section 8** or any applicable law or regulation.

6.2 Our Remedies. If any Event of Default occurs under **Section 6.1**, we may declare this Agreement and any and all other rights granted to you under this Agreement to be immediately terminated and of no further force or effect, as follows:

(a) Upon termination due solely to an Event of Default listed in **Section 6.1(a)** or **6.1(b)**, our remedies under this Agreement will be retention of the Development Fee and termination of this Agreement and you will not be relieved of any of your obligations, debts, or liabilities hereunder, including without limitation any debts, obligations, or liabilities which have accrued prior to such termination. Your failure to open and thereafter operate Stores in accordance with the Schedule will not, in itself, constitute cause for us to terminate any previously executed Franchise Agreement. If this Agreement is terminated, you will not receive any reduced initial franchise fee for any later Franchise Agreements that you execute with us.

(b) Upon termination of this Agreement for any other reason whatsoever, we will retain the Development Fee and you will not be relieved of any of your obligations, debts, or liabilities hereunder, including without limitation any debts, obligations, or liabilities which have accrued prior to such termination. The right of termination granted by this **Section 6.2(b)** is in addition to, and not in lieu of, any and all other rights and remedies available to Franchisor at law, in equity, or otherwise, including without limitation the right to injunctive relief, all of which are cumulative.

7. **Assignment**.

7.1 **By Us**. This Agreement is fully assignable by us and will inure to the benefit of any assignee or other legal successor to our interest.

7.2 **By You**. This Agreement and the rights granted to you under this Agreement are personal to you, and we have granted the License in reliance on your (and, if you are an Entity, your Owners') business skill, financial capacity, and personal character. Accordingly, neither you, this Agreement, nor any of the rights granted to you hereunder nor any controlling equity interest in you may be voluntarily or involuntarily, directly or indirectly, by operation of law or otherwise, assigned or otherwise transferred, given away, or encumbered by you without our prior written consent. Without limiting the foregoing, we will have no obligation to approve any assignment unless you have assigned all of your rights in all Franchise Agreements relating to your Stores located within the Development Area to the proposed assignee in accordance with the provisions of the applicable Franchise Agreements.

(a) If (i) you would like to accept a bona fide offer from a third party to purchase your interest in this Agreement, (ii) any of your Owners desires to accept an offer from a third party to purchase all or a portion of their equity interests in you that would result in the transfer of control of you (as we determine), or (iii) if you or such Owners desire to sell such interests and have found a willing buyer of such interests, you or such Owners will (i) notify us in writing of such offer, (ii) offer to sell the same interests to us upon the same terms and conditions, and (iii) provide such information and documentation relating to such offer as we require. We have the right, exercisable within 30 days after receipt of such offer, information, and documentation, to send written notice to you or such Owners that we intend to purchase the offered interests on the same economic terms and conditions offered by or to the third party or, at our option, the cash equivalent thereof. If we elect to purchase such interests, closing will occur within 90 days after the date of our notice to the seller electing to purchase the interest. If we do not elect to purchase such interest within the 30-day period, you or such Owners may sell or transfer their offered interests to a third party; provided that: (i) you pay to us our then-current administration fee immediately upon your receipt of our written approval of the proposed transfer; and (ii) such sale or transfer: (a) is made within 90 days of our election, (b) is made at a price and on the same material terms as those offered to us, and (c) is made in full compliance with all applicable requirements of this **Section 7.2**.

(b) The right of first refusal set forth in **Section 7.2(a)** will not be applicable to assignments, transfers, or sales of your interest in this Agreement or any equity interest in you, made to your spouse or child or any of your existing Owners, provided that the applicable requirements of each Franchise Agreement and **Section 7.2(a)** of this Agreement are complied with fully. Notwithstanding anything else to the contrary in this **Section 7.2**, neither we nor our assignee will exercise this right of first refusal for any partial transfer of the Store.

8. **Franchisee's Covenant Not to Compete**.

8.1 **In-Term Covenants**. During the term of this Agreement, except as we otherwise approve in writing, you and your Owners will not, directly or indirectly, for themselves, or through, on behalf of, or in conjunction with any other person or entity:

(a) own, manage, engage in, be employed by, advise, make loans to, or have any other interest in any business that manufactures, services or distributes pizza or related food and beverage products or operates, licenses or sublicenses others to operate, or provides services consulting or brokerage to, a restaurant, retail outlet, or any similar food business that primarily offers pizza at any location within the counties contained in your Development Area or by any means, including, without limitation, sales via the Internet or catalogs **("Competitive Business")**;

(b) divert or attempt to divert any business or customer or potential business or customer of a Store to any Competitive Business, by direct or indirect inducement or otherwise;

(c) perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Marks and the System;

(d) use any vendor relationship established through your association with us for any purpose other than to purchase products for use or retail sale in a Store; or

(e) directly or indirectly solicit for employment any person who at any time within the immediate past 12 months has been employed by us, or our affiliates, or by any of our franchisees.

8.2 **Publicly Traded Corporations**. Ownership of less than 5% of the outstanding voting stock of any class of stock of a publicly traded corporation will not, by itself, violate this **Section 8**.

8.3 **Covenants of Owners**. The Owners personally bind themselves to this **Section 8** by signing the attached Guarantee.

8.4 **Enforcement of Covenants**. You acknowledge and agree that (i) the time, territory and scope of the covenants provided in this **Section 8** are reasonable and necessary for the protection of our legitimate business interests; (ii) you have received sufficient and valid consideration in exchange for those covenants; (iii) enforcement of the same would not impose undue hardship; and (iv) the period of protection provided by these covenants will not be reduced by any period of time during which you are in violation of the provisions of those covenants or any period of time required for enforcement of those covenants. To the extent that this **Section 8** is judicially determined to be unenforceable by virtue of its scope or in terms of area or length of time, but may be made enforceable by reductions of any or all thereof, the same will be enforced to the fullest extent permissible. You agree that the existence of any claim you may have against us, whether or not arising from this Agreement, will not constitute a defense to our enforcement of the covenants contained in this **Section 8**. You acknowledge that any breach or threatened breach of this **Section 8** will cause us irreparable injury for which no adequate remedy at law is available, and you consent to the issuance of an injunction prohibiting any conduct violating the terms of this **Section 8**. Such injunctive relief will be in addition to any other remedies that we may have.

9. **Dispute Resolution and Governing Law**.

9.1 **Arbitration and Related Terms**. The parties each agree to submit any controversy, dispute or claim of whatever nature, arising out of, in connection with or in relation to either this Agreement or the parties' relationship, including any claim based upon contract, negligence or other tort, or statute, to resolution as follows:

(a) The parties will attempt in good faith to resolve such disputes through negotiation. Either party may initiate negotiation by providing written notice in letter form to the other party, setting forth the subject of the dispute and the relief requested. The recipient of such notice will respond in writing within five (5) days with a statement of its position on and recommended solution to the dispute.

(b) If the dispute is not resolved by this exchange of correspondence, then representatives of each party with full settlement authority will meet at a mutually agreeable time and place within ten (10) days of the date of the initial notice in order to exchange relevant information and perspectives, and to attempt to resolve the dispute. If the dispute is not resolved by these negotiations, the matter will be submitted to Judicial Arbitration & Mediation Services, Inc. ("JAMS/ENDISPUTE"), or its successor, for arbitration.

(c) All such disputes that are not resolved by mutual agreement shall be submitted to final and binding arbitration before JAMS/ENDISPUTE, or its successor, pursuant to the United States Arbitration Act, 9 U.S.C. Sec. 1 *et seq.* Either party may commence the arbitration process called for in this Agreement by filing a written demand for arbitration with JAMS/ENDISPUTE, with a copy to the other party. The arbitration will be conducted in Atlanta, Georgia and, except as provided below, be conducted in accordance with the provisions of JAMS/ENDISPUTE's Comprehensive Arbitration Rules and Procedures in effect at the time of filing of the demand for arbitration. The parties will cooperate with JAMS/ENDISPUTE and with one another in selecting an arbitrator from JAMS/ENDISPUTE's panel of neutrals, and in scheduling the arbitration proceedings to take place in Atlanta, Georgia.

(d) The parties covenant that they will participate in the arbitration in good faith, and that they will share equally in its costs. The provisions of this paragraph may be enforced by any court of competent jurisdiction, and the party seeking enforcement shall be entitled to an award of all costs, fees and expenses, including attorney's fees, to be paid by the party against whom enforcement is ordered. If the rules of JAMS/ENDISPUTE permit, the arbitration of the dispute, claim or controversy will be conducted in accordance with the provisions of JAMS/ENDISPUTE's Streamlined Arbitration Rules. In determining whether or not Franchisor's action with respect to a certain requirement is reasonable, the arbitrator will give deference to Franchisor's business judgment, consistent with Franchisor's operation of its Round Table Pizza restaurants **(**or those of any affiliate**).** If the dispute, claim or controversy relates to a requirement that Franchisee remodel or improve the Restaurant, the arbitrator will also give consideration to Franchisee's prior improvements to the Restaurant and will have discretion as to dates by which the requirements must be implemented.

(e) The foregoing provisions of this paragraph notwithstanding, we shall retain the right, in our discretion, to initiate proceedings in any court of competent jurisdiction exclusively for injunctive relief under the Lanham Act (15 U.S.C. 1051 et seq.) We shall also have the right to seek provisional relief in any court of competent jurisdiction for violation of any of your covenants against competition (including **Section 8**) or confidentiality provisions of this Agreement; provided, however, that we will also concurrently initiate arbitration proceedings in accordance with this Agreement and the arbitrator shall be authorized to enter plenary relief.

9.2 **Governing Law**. This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of Georgia, without regard to its conflicts of law principles.

9.3 **Mutual Waiver of Jury Trial and Class Actions**. You and we each irrevocably waive trial by jury in any litigation. You agree that litigation between us and you will be of our and your individual claims only. None of your claims will be litigated on a class-wide basis.

9.4 **Mutual Waiver of Punitive Damages**. Each of us waives any right to or claim of punitive, exemplary, multiple, or consequential damages against the other in litigation and agrees to be limited to the recovery of actual damages sustained, except as otherwise expressly provided in any franchise agreement between you and us. You acknowledge that the Development Fee represents a reasonable estimate of damages that would result from termination of this Agreement based on your default.

9.5 **Remedies Not Exclusive**. Except as provided in **Section 9.4**, no right or remedy that the parties have under this Agreement is exclusive of any other right or remedy under this Agreement or under applicable law. Each and every such remedy will be in addition to, and not in limitation of or substitution for, every other remedy available at law or in equity or by statute or otherwise.

9.6 **Our Right to Injunctive Relief**. Nothing in this Agreement bars our right to obtain injunctive or declaratory relief against a breach or threatened breach of this Agreement that will cause us loss or damage. You agree that we will not be required to prove actual damages or post a bond in excess of $1,000 or other security in seeking or obtaining injunctive relief (both preliminary and permanent) and/or specific performance with respect to this Agreement.

9.7 **Attorneys' Fees and Costs**. You agree to reimburse us for all expenses we reasonably incur (including attorneys' fees): **(i)** to enforce the terms of this Agreement or any obligation owed to us by you and/or the Owners; and **(ii)** in the defense of any claim you and/or the Owners assert against us on which we substantially prevail in court or other formal legal proceedings.

10. **Miscellaneous**.

10.1 **Entire Agreement**. This Agreement and the documents referred to herein constitute the entire agreement between you and us with respect to the matters contained herein and supersede all prior discussions, understandings, representations, and agreements concerning the same subject matter. This Agreement includes the terms and conditions on **Exhibit A**, including any schedule attached thereto, which are incorporated into this Agreement by this reference. Notwithstanding the foregoing, nothing in this Agreement will disclaim or require you to waive reliance on any representation we make in our disclosure document (including exhibits and amendments) delivered to you or your representative.

10.2 **Amendments and Modifications**. This Agreement may be amended or modified only by a written document signed by each party hereto.

10.3 **Waiver**. Any term or condition of this Agreement may be waived at any time by the party which is entitled to the benefit of the term or condition, but such waiver must be in writing. No course of dealing or performance by any party, and no failure, omission, delay, or forbearance by any party, in whole or in part, in exercising any right, power, benefit, or remedy, will constitute a waiver of such right, power, benefit, or remedy. Our waiver of any particular default does not affect or impair our rights with respect to any subsequent default you may commit. Our waiver of a default by another franchisee does not affect or impair our right to demand your strict compliance with the terms of this Agreement. We have no obligation to deal with similarly situated franchisees in the same manner. Our acceptance of any payments due from you does not waive any prior defaults.

10.4 **Importance of Timely Performance**. Time is of the essence in this Agreement.

10.5 **Headings**. The headings in this Agreement are for convenience of reference and are not a part of this Agreement and will not affect the meaning or construction of any of its provisions.

10.6 **Severability**. Each provision of this Agreement is severable from the others. If any provision of this Agreement or any of the documents executed in conjunction with this Agreement is for any reason determined by a court to be invalid, illegal, or unenforceable, the invalidity, illegality, or unenforceability will not affect any other remaining provisions of this Agreement or any other document. The remaining provisions will continue to be given full force and effect and bind us and you.

10.7 **Applicable State Law Controlling**. If the termination, renewal, or other provisions set forth in this Agreement are inconsistent with any applicable state statute, in effect as of the Effective Date, governing the relationship of franchisors and franchisees, the provisions of such statute will apply hereto, but only to the extent of such inconsistency.

10.8 **Survival**. Each provision of this Agreement that expressly or by reasonable implication is to be performed, in whole or in part, after the expiration, termination, or assignment of this Agreement will survive such expiration, termination, or assignment, including, but not limited to, **Section 8**.

10.9 **Independent Contractor Relationship**. This Agreement does not create, nor does any conduct by us create, a fiduciary or other special relationship or make you or us an agent, legal representative, joint venturer, partner, employee or servant of each other for any purpose. You understand and agree that you are not authorized to make any contract, agreement, warranty, or representation on our behalf, or to create any obligation, express or implied, on our behalf, and you will indemnify and hold us and our affiliates harmless against any and all liabilities, claims, actions, losses, damages, and expenses, including, but not limited to, reasonable attorney's fees, arising out of or relating to your failure to comply with the foregoing. During the term of this Agreement, you agree to hold yourself out to the public as an independent contractor operating your Stores under license from us, and you agree to post a notice to that effect in your Stores and, as we direct, in your marketing and on your contracts, forms, stationery, and promotional materials.

10.10 **Notices**. All notices and other communications required or permitted under this Agreement will be in writing and will be given by one of the following methods of delivery: **(i)** personally; **(ii)** by certified or registered mail, postage prepaid; or **(iii)** by overnight delivery service. Notices to us must be sent to:

GFG Management, LLC
9720 Wilshire Blvd. Suite 500
Beverly Hills CA 90212
Attn: Legal Counsel

Notices to you must be sent to the address listed on **Exhibit A**. Either party may change its mailing address by giving notice to the other party. Notices will be deemed received the same day when delivered personally, or upon attempted delivery when sent by registered or certified mail or overnight delivery service.

10.11 **Execution in Counterparts**. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, and all of which will constitute one and the same instrument.

10.12 **Successors and Assigns**. Except as expressly otherwise provided herein, this Agreement is binding upon and will inure to the benefit of the parties and their respective heirs, executors, legal representatives, successors, and permitted assigns.

10.13 **Taxes**. You are responsible for all taxes, assessments, and government charges levied or assessed on you in connection with your business activities under this Agreement. In addition, as part of the Development Fee, you will pay to us the amount of any taxes imposed on us or our affiliates **(**and any taxes imposed on us or our affiliates as a result of such imposition**)** by federal, state, or local taxing authorities as a result of our receipt of the Development Fee, not including any tax measured on our income.

10.14 **Compliance with Laws and Regulations**. You must comply with all applicable federal, state, and local laws, rules, regulations, and ordinances. You will obtain and maintain in good standing any and all licenses, permits, and consents necessary for you to lawfully operate the Store. You have sole responsibility for such compliance despite any information or advice that we may provide.

[Signature page follows.]

IN WITNESS WHEREOF, each of the undersigned has executed this Agreement under seal as of the Effective Date.

IF YOU ARE AN INDIVIDUAL: PLEASE SIGN BELOW.

THE ROUND TABLE FRANCHISE CORPORATION	
By:____________________________	________________________________
	[NAME OF FRANCHISSEE]
Title: CFO______________________	Date:______________________________
Date:____________________________	

IF YOU ARE A CORPORATION OR LIMITED LIABILITY COMPANY: THE OPERATING PRINCIPAL MUST SIGN THIS AGREEMENT ON BEHALF OF THE CORPORATION OR LLC. IN ADDITION, THE AGREEMENT MUST BE GUARANTEED BY THE OPERATING PRINCIPAL AND ALL OTHER OWNERS OF AN EQUITY INTEREST IN THE COMPANY AND THEIR SPOUSES, ON THE GUARANTEE FORM ATTACHED TO THIS AGREEMENT.

THE ROUND TABLE FRANCHISE CORPORATION	______________________________
	[NAME OF FRANCHISEE]
By:______________________________	By:______________________________
Title:______________________________	Title:______________________________
Date:______________________________	Date:______________________________

IF YOU ARE A PARTNERSHIP: ALL PARTNERS MUST SIGN THIS AGREEMENT. IN ADDITION, THE AGREEMENT MUST BE GUARANTEED BY ALL PARTNERS AND THEIR SPOUSES, ON THE GUARANTEE FORM ATTACHED TO THIS AGREEMENT.

THE ROUND TABLE FRANCHISE CORPORATION	[NAME OF FRANCHISEE]
By:______________________________	By:______________________________
Title:______________________________	Title:______________________________
Date:______________________________	Date:______________________________
	By:______________________________
	Title:______________________________
	Date:______________________________

THE ROUND TABLE FRANCHISE CORPORATION

PAYMENT AND PERFORMANCE GUARANTEE

In order to induce The Round Table Franchise Corporation ("**Franchisor**") to enter into a Round Table Pizza Development Agreement (the "**Agreement**") by and between Franchisor and the Franchisee named in the Agreement to which this Payment and Performance Guarantee (the "**Guarantee**") is attached ("**Franchisee**"), the undersigned (collectively referred to as the "**Guarantors**" and individually referred to as a "**Guarantor**") hereby covenant and agree as follows:

1. Guarantee of Payment and Performance. The Guarantors jointly and severally unconditionally guarantee to Franchisor and its affiliates the payment and performance when due, whether by acceleration or otherwise, of all obligations, indebtedness, and liabilities of Franchisee to Franchisor, direct or indirect, absolute or contingent, of every kind and nature, whether now existing or incurred from time to time hereafter, whether incurred pursuant to the Agreement or otherwise, together with any extension, renewal, or modification thereof in whole or in part (the "**Guaranteed Liabilities**"). The Guarantors agree that if any of the Guaranteed Liabilities are not so paid or performed by Franchisee when due, the Guarantors will immediately do so. The Guarantors further agree to pay all expenses (including reasonable attorneys' fees) paid or incurred in endeavoring to enforce this Guarantee or the payment of any Guaranteed Liabilities. The Guarantors represent and agree that they have each reviewed a copy of the Agreement and have had the opportunity to consult with counsel to understand the meaning and import of the Agreement and this Guarantee.

2. Waivers by Guarantors. The Guarantors waive presentment, demand, notice of dishonor, protest, and all other notices whatsoever, including without limitation notices of acceptance hereof, of the existence or creation of any Guaranteed Liabilities, of the amounts and terms thereof, of all defaults, disputes, or controversies between Franchisor and Franchisee and of the settlement, compromise, or adjustment thereof. This Guarantee is primary and not secondary, and will be enforceable without Franchisor having to proceed first against Franchisee or against any or all of the Guarantors or against any other security for the Guaranteed Liabilities. This Guarantee will be effective regardless of the insolvency of Franchisee by operation of law, any reorganization, merger, or consolidation of Franchisee, or any change in the ownership of Franchisee.

3. Term: No Waiver. This Guarantee will be irrevocable, absolute, and unconditional and will remain in full force and effect as to each of the Guarantors until such time as all Guaranteed Liabilities of Franchisee to Franchisor and its affiliates have been paid and satisfied in full. No delay or failure on the part of Franchisor in the exercise of any right or remedy will operate as a waiver thereof, and no single or partial exercise by Franchisor of any right or remedy will preclude other further exercise of such right or any other right or remedy.

4. Other Covenants. Each of the Guarantors agrees to comply with the provisions of **Section 8** of the Agreement as though each such Guarantor were the "**Franchisee**" named in the Agreement and agrees that he or she will take any and all actions as may be necessary or appropriate to cause Franchisee to comply with the Agreement and will not take any action that would cause Franchisee to be in breach of the Agreement.

5. Dispute Resolution. **Section 9** of the Agreement is hereby incorporated herein by reference and will be applicable to any disputes between Franchisor and any of the Guarantors, as though Guarantor were the "**Franchisee**" referred to in the Agreement.

6. Miscellaneous. This Guarantee will be binding upon the Guarantors and their respective heirs, executors, successors, and assigns, and will inure to the benefit of Franchisor and its successors and assigns.

[Signature page follows.]

IN WITNESS WHEREOF, the undersigned Guarantors have caused this Guarantee to be duly executed as of the day and year first above written.

Guarantor Number 1

Witness No. 1:

______________________________	______________________________
Signature	Signature
Print Name:____________________	Print Name:____________________
Witness No. 2:	Address:____________________
______________________________	______________________________
Signature	
Print Name:____________________	

Guarantor Number 2

Witness No. 1:

______________________________	______________________________
Signature	Signature
Print Name:____________________	Print Name:____________________
Witness No. 2:	Address:____________________
______________________________	______________________________
Signature	
Print Name:____________________	

Guarantor Number 3

Witness No. 1:

______________________________	______________________________
Signature	Signature
Print Name:____________________	Print Name:____________________
Witness No. 2:	Address:____________________
______________________________	______________________________
Signature	
Print Name:____________________	

EXHIBIT A
TO THE
AREA DEVELOPMENT AGREEMENT

General

7. **Development Area (Section 1):** [attach map if necessary]

8. **Total Development Fee (Section 2):** $

Store Number	Initial Franchise Fee
1	
2	
3	
4	
5	
6	
7	
8	

9. **Development Schedule (Section 3):** You agree to establish and operate a total of ___ Stores within the Development Area during the term of this Agreement.

NUMBER OF STORES The Minimum Number of Stores in Compliance by Each Fee Deadline and Opening Deadline	**FEE DEADLINE** Deadline for Paying Initial Franchise Fee and Executing Franchise Agreement for Each Store (at least 180 days before the Opening Deadline)	**OPENING DEADLINE** Deadline for Having the Minimum Number of Stores Open and Operating
1	________________, 20___	________________, 20___
2	________________, 20___	________________, 20___
3	________________, 20___	________________, 20___
4	________________, 20___	________________, 20___
5	________________, 20___	________________, 20___
6	________________, 20___	________________, 20___
7	________________, 20___	________________, 20___
8	________________, 20___	________________, 20___ (the Expiration Date of the Agreement)

On up to 2 separate occasions, you may extend the Opening Deadline for any 1 Store by paying the Franchise Fee for that one store at the time of granting the extension.

10. **Ownership of Franchisee**: If the franchisee is an Entity, the following persons constitute all of the owners of a legal and/or beneficial interest in the franchisee:

Name	Percentage Ownership
	%
	%
	%

11. **Exclusivity (Section 4.1): Your Development Area [is/is not] exclusive.**

12. Franchisee's Address for Notices (Section 10.10):

13. Other Terms:

EXHIBIT B

TO THE
AREA DEVELOPMENT AGREEMENT

Form of Franchise Agreement

[See Exhibit A to Franchise Disclosure Document]

Exhibit C

State-Specific Addenda to FDD,
Franchise Agreement and Area Development Agreement

EXHIBIT C

STATE-REQUIRED ADDENDUM AND DISCLOSURES

CALIFORNIA DISCLOSURE TO DISCLOSURE DOCUMENT

In recognition of the requirements of the California Franchise Investment law, Cal. Corp. Code §§ 31000-31516, and the California Franchise Relations Act, Cal. Bus. & Prof. Code §§ 20000-20043, the Franchise Disclosure Document for The Round Table Franchise Corporation in connection with the offer and sale of franchises for use in the State of California shall be amended to include the following:

Spousal liability: Your spouse will be liable for all financial obligations under the franchise agreement even though your spouse has no ownership interest in the franchise. This guarantee will place both your and your spouse's marital and personal assets, perhaps including your house, at risk if your franchise fails.

1. Our website has not been reviewed or approved by the California Department of Financial Protection and Innovation. Any complaints concerning the content of the website may be directed to the California Department of Financial Protection and Innovation at www.dfpi.ca.gov.

2. In **Item 3**, "Litigation," shall be amended by the addition of the following paragraphs:

   Pursuant to California law, this Item does not include any information regarding the arrest of any person(s) that did not result in a conviction or plea of *nolo contendere*.

   Neither we, nor any person identified in **Item 2** above, is subject to any currently effective order of any national securities association or national securities exchange (as defined in the Securities and Exchange Act of 1934, 15 U.S.C. § 78a. et seq.) suspending or expelling such person from membership in such association or exchange.

3. **Item 6:** The highest interest rate permitted by law is 10%.

4. **Item 17**, "Renewal, Termination, Transfer and Dispute Resolution," shall be amended by the addition of the following paragraph(s) at the conclusion of the Item:

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

   The Franchise Agreement provides for termination upon bankruptcy of the franchisee/developer. These provisions may not be enforceable under the U.S. Bankruptcy Code (11 U.S.C. Section 101, et seq.).

   The Franchise Agreement requires application of the laws of the state of Georgia. This provision may not be enforceable under California law.

   The Franchise Agreement contains a clause that may be construed as a liquidated damages clause, even though we do not believe that it is a liquidated damages clause.

However, under California Civil Code § 1671, certain liquidated damages clauses are unenforceable.

5. (a) The California Franchise Investment Law requires a copy of all proposed agreements relating to the sale of the franchise be delivered together with the Franchise Disclosure Document.

(b) Section 31125 of the Franchise Investment Law requires us to give you a Disclosure Document approved by the Commissioner of Business Oversight before we ask you to consider a material modification of your franchise agreement.

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

Notwithstanding anything contained in the Franchise Agreement or Area Development Agreement to the contrary, you do not have to pay us the Initial Franchise Fee until we perform our pre-opening obligations under the Franchise Agreement and your first Franchised Business is open. Once we complete this obligation and you are open, you must immediately pay us all initial fees we deferred.

No disclaimer, questionnaire, clause, or statement signed by a franchisee in connection with the commencement of the franchise relationship shall be construed or interpreted as waiving any claim of fraud in the inducement, whether common law or statutory, or as disclaiming reliance on or the right to rely upon any statement made or information provided by any franchisor, broker or other person acting on behalf of the franchisor that was a material inducement to a franchisee's investment. This provision supersedes any other or inconsistent term of any document executed in connection with the franchise.

CALIFORNIA ADDENDUM TO THE FRANCHISE AGREEMENT

ALL FRANCHISE AGREEMENTS EXECUTED IN AND OPERATIVE WITHIN THE STATE OF CALIFORNIA ARE HEREBY AMENDED AS FOLLOWS:

1. Section 31125 of the California Corporation Code requires the Franchisor to give you a disclosure document, in a form and containing such information as the Commissioner may by rule or order require, prior to solicitation of a proposed material modification of an existing franchise.

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

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 requires binding arbitration. This provision may not be enforceable under California law.

5. The Franchise Agreement requires application of the laws of the State of Georgia. This provision may not be enforceable under California law.

6. Notwithstanding anything contained in the Franchise Agreement or Area Development Agreement to the contrary, you do not have to pay us the Initial Franchise Fee until we perform our pre-opening obligations under the Franchise Agreement and your first Franchised Business is open. Once we complete this obligation and you are open, you must immediately pay us all initial fees we deferred.

7. No disclaimer, questionnaire, clause, or statement signed by a franchisee in connection with the commencement of the franchise relationship shall be construed or interpreted as waiving any claim of fraud in the inducement, whether common law or statutory, or as disclaiming reliance on or the right to rely upon any statement made or information provided by any franchisor, broker or other person acting on behalf of the franchisor that was a material inducement to a franchisee's investment. This provision supersedes any other or inconsistent term of any document executed in connection with the franchise.

THE ROUND TABLE FRANCHISE CORPORATION	**FRANCHISEE**
By:________________________________	By:________________________________
Name:______________________________	Name:______________________________
Title:______________________________	Title:______________________________
Date Signed:________________________	Date Signed:________________________

HAWAII ADDENDUM TO DISCLOSURE DOCUMENT AND AGREEMENTS

ALL FRANCHISE AGREEMENTS EXECUTED IN AND OPERATIVE WITHIN THE STATE OF HAWAII ARE HEREBY AMENDED AS FOLLOWS:

1. No release language set forth in the Franchise Agreement shall relieve the franchisor or any other party, directly or indirectly, from liability imposed by the laws concerning franchising in the State of Hawaii.

2. The Franchise Agreement is hereby supplemented with the following provision:

   Hawaii Law. Pursuant to Section 482E-6(3) of the Hawaii Revised Statutes, for so long as such statute remains in effect and so provides, upon termination or refusal to renew the franchise, Franchisee shall be compensated for the fair market value, at the time of termination or expiration of the franchise, of Franchisee's inventory, supplies, materials and furnishings purchased from the Franchisor or a supplier designated by the Franchisor, exclusive of personalized materials which have no value to the Franchisor. If the Franchisor refuses to renew a franchise for the purpose of converting the franchised business to one owned by the Franchisor, the Franchisor, in addition to the remedies provided in this paragraph, shall compensate Franchisee for the loss of goodwill. The Franchisor may deduct from such compensation reasonable costs incurred in removing, transporting and disposing of Franchisee's inventory, supplies, materials and furnishings pursuant to this paragraph, and may offset from such compensation any moneys due to the Franchisor.

3. Notwithstanding anything contained in the Franchise Agreement to the contrary, you do not have to pay us the Initial Franchise Fee until we perform our pre-opening obligations under the Franchise Agreement and your first Franchised Business is open. Once we complete this obligation and you are open, you must immediately pay us all initial fees we deferred.

THE ROUND TABLE FRANCHISE CORPORATION	FRANCHISEE
By:_____________________________	By:_____________________________
Name:__________________________	Name:__________________________
Title:___________________________	Title:___________________________
Date Signed:_____________________	Date Signed:_____________________

ILLINOIS ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT

Illinois law governs the franchise agreements.

In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.

Franchisees' rights upon termination and non-renewal are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

In conformance with Section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act **or any other law of Illinois** is void.

No statement, questionnaire or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

ILLINOIS ADDENDUM TO THE FRANCHISE AGREEMENT AND AREA DEVELOPMENT AGREEMENT

ALL FRANCHISE AGREEMENTS EXECUTED IN AND OPERATIVE WITHIN THE STATE OF ILLINOIS ARE HEREBY AMENDED AS FOLLOWS:

1. Illinois law governs the franchise agreements.

2. In conformance with Section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act **or any other law of Illinois** is void.

3. Franchisees' rights upon termination and non-renewal are set forth in Sections 19 and 20 of the Illinois Franchise Disclosure Act.

4. In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.

No statement, questionnaire or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

The undersigned hereby acknowledge and agree that this addendum is hereby made part of and incorporated into the foregoing Franchise Agreement.

THE ROUND TABLE FRANCHISE CORPORATION	**FRANCHISEE**
By:__________________________	By:__________________________
Name:________________________	Name:________________________
Title:_________________________	Title:_________________________
Date Signed:___________________	Date Signed:___________________

INDIANA ADDENDUM TO THE DISCLOSURE DOCUMENT AND AGREEMENTS

ALL FRANCHISE AGREEMENTS EXECUTED IN AND OPERATIVE WITHIN THE STATE OF INDIANA ARE HEREBY AMENDED AS FOLLOWS:

1. Any Franchise Agreement executed in and operative within the State of Indiana shall be governed by applicable Indiana franchise laws and the right of any franchisee to institute a civil action or initiate proceedings within the State of Indiana shall not be deemed to have been abridged in any form or manner by any provisions contained in the Franchise Agreement.

2. In compliance with Indiana Code section 23-2-2.7-1(9), any provisions in the Franchise Agreement relating to non-competition upon the termination or non-renewal of the Franchise Agreement shall be limited to a geographic area not greater than the territory granted in the Franchise Agreement and shall be construed in accordance with Indiana Code section 23-2-2.7-1(9).

3. Indiana Code section 23-2-2.7-1(10) prohibits the choice of an exclusive forum other than Indiana.

4. Indiana Code section 23-2.2.7-1(10) prohibits the limitation of litigation. The Indiana Secretary of State has interpreted this section to prohibit provisions in contracts regarding liquidated damages. Accordingly, any provisions in the Franchise Agreement regarding liquidated damages may not be enforceable. To the extent that any provision of the Franchise Agreement conflicts with Indiana Code section 23-2-2.7-1 (10), Indiana law will control.

5. Indiana Code sections 23-2-2.7-1 (1) and 23-2-2.5-30 impose different time limitations for litigation brought for breach of the Agreement or violation of Indiana law in connection with the Agreement. To the extent that any provision of the Agreement conflicts with Indiana law, Indiana law will control.

6. In compliance with Indiana Code section 23-2-2.7-1 (10), any inference contained in the Franchise Agreement to the effect that the Franchisor "is entitled" to injunctive relief shall, when applicable to a Franchise Agreement executed in and operative within the State of Indiana, hereby be deleted, understood to mean and replaced with the words "may seek."

7. Indiana Code sections 23-2-2.5 and 23-2-2.7 supersede the choice of law clauses of the Franchise Agreement.

8. Indiana Code section 23-2.2.7-1 makes it unlawful for a franchisor to terminate a franchise without good cause or to refuse to renew a franchise on bad faith.

9. In compliance with Indiana Code section 23-2-2.7-1 (5), any requirement that the Franchisee must execute a release upon termination of the Franchise Agreement shall not be mandatory and is hereby made discretionary. However, Franchisee shall execute all other documents necessary to fully rescind all agreements between the parties.

The undersigned hereby acknowledge and agree that this addendum is hereby made part of and incorporated into the foregoing Franchise Agreement.

THE ROUND TABLE FRANCHISE CORPORATION	**FRANCHISEE**
By:______________________________	By:______________________________
Name:___________________________	Name:___________________________
Title:____________________________	Title:____________________________
Date Signed:______________________	Date Signed:______________________

MARYLAND ADDENDUM TO DISCLOSURE DOCUMENT

1. **Item 17**, "Renewal, Termination, Transfer and Dispute Resolution," shall be amended by the addition of the following language:

   The Franchise Agreement requires a general release as a condition of renewal, sale, and/or assignment/transfer. This general release will not apply to any liability arising under the Maryland Franchise Registration and Disclosure Law.

   You may sue in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

   Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three years after the grant of the franchise.

2. Exhibit K, "Compliance Questionnaire," shall be amended by the addition of the following language after the final sentence:

   The questions asked in this document and your responses to those questions are not intended to be, nor shall they act as, a release, estoppel, or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

MARYLAND ADDENDUM TO THE FRANCHISE AGREEMENT AND AREA DEVELOPMENT AGREEMENT

THE FRANCHISE AGREEMENT TO WHICH THIS ADDENDUM IS ATTACHED AND INCORPORATED IS HEREBY AMENDED AS FOLLOWS:

1. Despite anything to the contrary contained in the Franchise Agreement, the general release required as a condition of the renewal, sale, and/or assignment/transfer of an existing franchise by a franchisee shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

2. Section 5 of the Franchise Agreement is amended by adding the following:

3. Despite the provisions of Section 19, the Franchisee may sue in the State of Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

4. Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three years after the grant of the franchise.

5. The acknowledgements and representations contained in the Franchise Agreement are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred by THE ROUND TABLE FRANCHISE CORPORATION under the Maryland Franchise Registration and Disclosure Law.

6. Provisions in the Franchise Agreement providing for termination upon bankruptcy of the Franchisee may not be enforceable under Federal Bankruptcy Law (11 U.S.C. § 101 et seq.).

7. The Franchise Agreement and Area Development Agreement provide that disputes are resolved through arbitration. A Maryland franchise regulation states that it is an unfair or deceptive practice to require a franchisee to waive its right to file a lawsuit in Maryland claiming a violation of the Maryland Franchise Law. In light of the Federal Arbitration Act, there is some dispute as to whether this forum selection requirement is legally enforceable.

8. Nothing in the Franchise Agreement, Area Development Agreement, or any related agreement is intended to disclaim the representations made in the franchise disclosure document.

The undersigned hereby acknowledge and agree that this addendum is hereby made part of and incorporated into the foregoing Franchise Agreement.

THE ROUND TABLE FRANCHISE CORPORATION	**FRANCHISEE**
By:____________________________	By:____________________________
Name:_________________________	Name:_________________________
Title:__________________________	Title:__________________________
Date Signed:____________________	Date Signed:____________________

MICHIGAN ADDENDUM TO FDD AND AGREEMENTS\

THE STATE OF MICHIGAN PROHIBITS CERTAIN UNFAIR PROVISIONS THAT ARE SOMETIMES IN FRANCHISE DOCUMENTS. IF ANY OF THE FOLLOWING PROVISIONS ARE IN THESE FRANCHISE DOCUMENTS, THE PROVISIONS ARE VOID AND CANNOT BE ENFORCED AGAINST YOU.

Each of the following provisions is void and unenforceable if contained in any documents relating to a franchise:

(a) A prohibition of the right of a franchisee to join an association of franchisees.

(b) A requirement that a franchisee assent to a release, assignment, novation, waiver, or estoppel which deprives a franchisee of rights and protections provided in this act. This shall not preclude a franchisee, after entering into a franchise agreement, from settling any and all claims.

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

(d) A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchisee's inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applies only if: (i) the term of the franchise is less than 5 years; and (ii) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising, or other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least 6 months advance notice of franchisor's intent not to renew the franchise.

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

(f) A provision requiring that arbitration or litigation be conducted outside this state. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.

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

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

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

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

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

(h) A provision that requires the franchisee to resell to the franchisor items that are not uniquely identified with the franchisor. This subdivision does not prohibit a provision that grants to a franchisor a right of first refusal to purchase the assets of a franchisee on the same terms as a bona fide third party willing and able to purchase those assets, nor does this subdivision prohibit a provision that grants the franchisor the right to acquire the assets of a franchisee for the market or appraised value of such assets if the franchisee has breached the lawful provisions of the franchise agreement and has failed to cure the breach in the manner provided in subdivision (c).

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

THE FACT THERE IS A NOTICE OF THIS OFFERING ON FILE WITH THE ATTORNEY GENERAL DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION, OR ENDORSEMENT BY THE ATTORNEY GENERAL.

Any questions regarding this Notice shall be directed to the Department of Attorney General, Consumer Protection Division, 670 Law Building, 525 West Ottawa Street, Lansing, Michigan 48913, (517) 373-7117.

MINNESOTA ADDENDUM TO DISCLOSURE DOCUMENT

In recognition of the requirements of the Minnesota Franchises Law, Minn. Stat. §§ 80C.01 through 80C.22, and of the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce, Minn. Rules §§ 2860.0100 through 2860.9930, the Franchise Disclosure Document for The Round Table Franchise Corporation for use in the State of Minnesota shall be amended to include the following:

9. Item 13, "Trademarks," shall be amended by the addition of the following at the end of the 4th paragraph:

   Pursuant to Minnesota Stat. Sec. 80C.12, Subd. 1(g), we are required to protect any rights which you have to use our proprietary marks.

10. **Item 17**, "Renewal, Termination, Transfer and Dispute Resolution," shall be amended by the addition of the following paragraphs:

    With respect to franchisees governed by Minnesota law, we will comply with Minn. Stat. Sec. 80C.14, Subds. 3, 4, and 5 which require, except in certain specified cases, that a franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice of non-renewal of the Franchise Agreement, and that consent to the transfer of the franchise not be unreasonably withheld.

    Pursuant to Minn. Rule 2860.4400D, any general release of claims that you or a transferor may have against us or our shareholders, directors, employees and agents, including without limitation claims arising under federal, state, and local laws and regulations shall exclude claims you or a transferor may have under the Minnesota Franchise Law and the Rules and Regulations promulgated thereunder by the Commissioner of Commerce.

    Minn. Stat. §80C.21 and Minn. Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota. In addition, nothing in the Franchise Disclosure Document or agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

    Minn. Rule 2860.4400J provides that it shall be unfair and inequitable for any person to require a franchisee to waive his or her rights to a jury trial or to waive rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction, or to consent to liquidated damages, termination penalties, or judgment notes. Further, this provision provides that a franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief and a court will determine if a bond is required in obtaining the injunction. To the extent anything in Franchise Disclosure Document or agreement is inconsistent with this Rule, to the extent applicable, the Rule will control.

MINNESOTA ADDENDUM TO THE FRANCHISE AGREEMENT AND DEVELOPMENT AGREEMENT

ALL FRANCHISE AGREEMENTS EXECUTED IN AND OPERATIVE WITHIN THE STATE OF MINNESOTA ARE HEREBY AMENDED AS FOLLOWS:

1. Any reference to liquidated damages in the Franchise Agreement is hereby deleted in accordance with Minn. Rule 2860.4400J which prohibits requiring Franchisee to consent to liquidated damages.

2. Notwithstanding anything contained in the Franchise Agreement to the contrary, the Franchisor shall protect the Franchisee's right to use the trademarks, service marks, trade names, logotypes, symbols, and other commercial symbols belonging to the Franchisor and which the Franchisee has been permitted to use under the Franchise Agreement.

3. With respect to franchises governed by Minnesota law, the franchisor will comply with Minn. Stat. Sec. 80c. 14, Subds. 3, 4 and 5 which require, except in certain specified cases, that a franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the Franchise Agreement.

4. Any reference contained in the Franchise Agreement to the effect that the Franchisor "is entitled" to injunctive relief, or any imputation that the Franchisee can waive any rights under any law shall, in any Franchise Agreement entered into in the State of Minnesota be deleted and replaced with the words, "may seek."

5. Notwithstanding anything to the contrary in the Franchise Agreement, pursuant to Minn. Stat. Sec. 80C.21 and Minn. Rule Part 2860.4400J, the Franchisor is prohibited from requiring litigation to be conducted outside Minnesota. In addition, nothing in the disclosure document or Agreement can abrogate or reduce any of Franchisee's rights as provided for in Minnesota Statutes, Chapter 80C, or Franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

6. Minn. Rule 2860.4400J prohibits Franchisor from requiring a waiver of a jury trial.

7. With respect to franchises governed by Minnesota law, Franchisor will comply with Minn. Rule 2860.4400D which prohibits Franchisor from requiring Franchisee to assent to a general release as a requirement to renew or extend the term of the Franchise Agreement.

The undersigned agree and acknowledge that this addendum is hereby made part of and incorporated into the foregoing Franchise Agreement.

[signatures on following page]

THE ROUND TABLE FRANCHISE CORPORATION	**FRANCHISEE**
By:_____________________________	By:_____________________________
Name:__________________________	Name:__________________________
Title:___________________________	Title:___________________________
Date Signed:_____________________	Date Signed:_____________________

NEW YORK ADDENDUM TO DISCLOSURE DOCUMENT AND AGREEMENTS

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

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

In recognition of the requirements of the New York General Business Law, Article 33, Sections 680 through 695, and of the regulations promulgated thereunder (N.Y. Comp. Code R. & Regs. tit. 13, §§ 200.1 through 201.16), the Franchise Disclosure Document for The Round Table Franchise Corporation for use in the State of New York shall be amended as follows:

1. In Item 3, under the heading "Litigation," the last paragraph shall be deleted in its entirety, and the following shall be substituted in lieu thereof:

   Except as described above, neither we, nor any of our predecessors, nor any person identified in **Item 2** above, nor any affiliate offering franchises under our trademark, has any administrative, criminal, or a material civil or arbitration action (or a significant number of civil or arbitration actions irrespective of materiality) pending against him alleging a violation of any franchise law, fraud, embezzlement, fraudulent conversion, restraint of trade, unfair or deceptive practices, misappropriation of property, or comparable allegations.

   Except as described above, neither we, nor any of our predecessors, nor any person identified in **Item 2** above, nor any affiliate offering franchises under our trademark, has been convicted of a felony or pleaded *nolo contendere* to any other felony charge or, during the ten-year period immediately preceding the application for registration, been convicted of a misdemeanor or pleaded *nolo contendere* to any misdemeanor charge or been found liable in an arbitration proceeding or a civil action by final judgment, or been the subject of any other material complaint or legal or arbitration proceeding if such misdemeanor conviction or charge, civil action, complaint, or other such proceeding involved a violation of any franchise law, securities law, fraud, embezzlement, fraudulent conversion, restraint of trade, unfair or deceptive practices, misappropriation of property, or comparable allegation.

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

Accordingly, other than the actions described above, no litigation is required to be disclosed in this Franchise Disclosure Document.

2. **Item 4**, under the heading "Bankruptcy," the second paragraph shall be deleted in its entirety, and the following shall be substituted in lieu thereof:

Neither RTP, nor any predecessor or current officer of RTP, during the 15-year period immediately preceding the date of this Franchise Disclosure Document, has been adjudicated bankrupt; or reorganized due to insolvency; or been a principal officer in a company, or a shareholder of the parent; at or within one year of the time that such company or parent was adjudicated bankrupt or reorganized due to insolvency; or is otherwise subject to any such prior or pending bankruptcy or reorganization hearing.

3. **Item 5**, "Initial Franchise Fee," shall be amended by the addition of the following paragraph at the end of the Item:

Proceeds from the Initial Franchise Fees are, in part, profit to us and are, in part, used to defray our expenses and costs related to establishing, offering franchises under, and maintaining the System, such as our employees' salaries, research and development, providing you with initial and continuing assistance and advice in the establishment and continued operation of your Restaurant, and the protection and enforcement of the Proprietary Marks of the System, to list just a few.

4. **Item 17**, "Renewal, Termination, Transfer and Dispute Resolution," shall be amended by deleting the introductory paragraph and the following new introductory paragraph shall be substituted in lieu thereof:

This table lists certain important provisions of the franchise and related agreements pertaining to renewal, termination, transfer and dispute resolution. You should read the provisions in the agreements attached to this Franchise Disclosure Document.

5. **Item 17**, "Renewal, Termination, Transfer and Dispute Resolution," shall be amended by deleting "d.," "j.," and "w." under the part of **Item 17** that addresses the Franchise Agreement, and the following new "d.," "j.," and "w." shall be substituted in lieu thereof:

Provision	Section in Franchise Agreement	Summary
d. Termination by you	§ 15.4	Pursuant to the New York General Business Law, you may terminate the Agreement upon any grounds available by law.
j. Assignment of contract by us	§ 14	There are no limits on our right to assign the Franchise Agreement. However, no assignment will be made except to any assignee who in the good faith and judgment of the Franchisor is willing and able to assume the Franchisor's obligations under the Franchise Agreement.
w. Choice of law	§ 24	Georgia law applies. The foregoing choice of law should not be considered a waiver of any right conferred upon either the Franchisor or upon the Franchisee by Article 33 of the New York General Business Law.

6. There are circumstances in which an offering made by us would not fall within the scope of the New York General Business Law, Article 33, such as when the offer and acceptance occurred outside the state of New York. However, an offer or sale is deemed made in New York if you are domiciled in or the franchise will be opened in New York. We are required to furnish a New York prospectus to every prospective franchisee who is protected under the New York General Business Law, Article 33.

NORTH DAKOTA ADDENDUM TO DISCLOSURE DOCUMENT

In recognition of the requirements of the North Dakota Franchise Investment Law, N.D. Cent. Code, §§ 51-19-01 through 51-19-17, and the policies of the office of the State of North Dakota Securities Commission, the Franchise Disclosure Document for The Round Table Franchise Corporation shall be amended by the addition of the following language:

1. The North Dakota Securities Commissioner has held the following to be unfair, unjust, or inequitable to North Dakota franchisees (Section 51-19-09, N.D.C.C.):

   A. Restrictive Covenants: Franchise Disclosure Documents which disclose the existence of covenants restricting competition contrary to Section 9-08-06, N.D.C.C., without further disclosing that such covenants will be subject to this statute.

   B. Situs of Arbitration Proceedings: Franchise agreements providing that the parties must agree to arbitrate disputes at a location that is remote from the site of the franchisee's business.

   C. Restriction on Forum: Requiring North Dakota franchisees to consent to the jurisdiction of courts outside of North Dakota.

   D. Liquidated Damages and Termination Penalties: Requiring North Dakota franchisees to consent to liquidated damages or termination penalties.

   E. Applicable Laws: Franchise agreements which specify that any claims arising under the North Dakota franchise law will be governed by the laws of a state other than North Dakota.

   F. Waiver of Trial by Jury: Requiring North Dakota franchisees to consent to the waiver of a trial by jury.

   G. Waiver of Exemplary and Punitive Damages: Requiring North Dakota franchisees to consent to a waiver of exemplary and punitive damages.

   H. General Release: Requiring North Dakota franchisees to execute a general release of claims as a condition of renewal or transfer of a franchise.

NORTH DAKOTA ADDENDUM TO THE FRANCHISE AGREEMENT AND AREA DEVELOPMENT AGREEMENT

1. The following sentence is added to the end of Sections 2, 4 and 9 of the Franchise Agreement:

   The release required by this Section will not apply to any claim you may have under the North Dakota Franchise Investment Law.

2. The following sentence is added to the end of Section 8 of the Franchise Agreement and Section VIII (B) of the Area Development Agreement;

   Covenants not to compete such as those mentioned above are generally considered unenforceable in the State of North Dakota. If any of the above provisions in this section concerning restrictions on competition are inconsistent with the North Dakota Franchise Investment Law or the Rules and Regulations promulgated thereunder, then the North Dakota laws shall apply.

3. The following sentence is added to the end of Sections 7 and 11 of the Franchise Agreement:

   North Dakota law prohibits us from requiring you to consent to pay liquidated damages.

4. The following sentence is added to the end of Sections 18, 19 and 26 of the Franchise Agreement and Sections XIII, XV (B), and XV (C) of the Area Development Agreement:

5. Pursuant to the North Dakota Franchise Investment Law, any provision requiring franchisees to consent to mediation outside of North Dakota, consent to jurisdiction of courts outside North Dakota, consent to the application of laws of a state other than North Dakota, or consent to a waiver of trial by jury is void. The following sentence is added to the end of Section 11 of the Franchise Agreement:

   Pursuant to the North Dakota Franchise Investment Law, any provision requiring franchisees to consent to a waiver of exemplary and punitive damages is void.

6. The following sentence is added to the end of Section 4 of the Franchise Agreement:

   Pursuant to the North Dakota Franchise Investment Law, any provision requiring franchisees to sign a general release upon renewal or transfer of the Franchise Agreement is void.

7. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Franchise Agreement.

Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

THE ROUND TABLE FRANCHISE CORPORATION	**FRANCHISEE**
By:_____________________________	By:_____________________________
Name:___________________________	Name:___________________________
Title:___________________________	Title:___________________________
Date Signed:_____________________	Date Signed:_____________________

RHODE ISLAND ADDENDUM TO DISCLOSURE DOCUMENT

In recognition of the requirements of the Rhode Island Franchise Investment Act, §§ 19-28.1-1 through 19-28.1-34 the Franchise Disclosure Document for The Round Table Franchise Corporation for use in the State of Rhode Island shall be amended to include the following:

1. **Item 17**, "Renewal, Termination, Transfer and Dispute Resolution," shall be amended by the addition of the following:

    § 19-28.1-14 of the Rhode Island Franchise Investment Act provides that "A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act."

RHODE ISLAND ADDENDUM TO THE FRANCHISE AGREEMENT

ALL FRANCHISE AGREEMENTS EXECUTED IN AND OPERATIVE WITHIN THE STATE OF RHODE ISLAND ARE HEREBY AMENDED AS FOLLOWS:

1. Pursuant to the Rhode Island Franchise Investment Act, the choice of jurisdiction and venue provisions of this Franchise Agreement shall be governed by Section 19-28.1-14 of the Act.

2. Pursuant to Section 19-28.1-15 of the Act, any condition, stipulation or provision in this Franchise Agreement requiring a franchisee to waive compliance with or relieving a person of a duty of liability imposed by or a right provided by this Act or a rule or order under this Act is void. An acknowledgment, provision, disclaimer or integration clause or a provision having a similar effect in the Franchise Agreement does not negate or act to remove from judicial review any statement, misrepresentations or action that would violate this Act or a rule or order under this Act. This section shall not affect the settlement of disputes, claims or civil lawsuits arising or brought under this Act.

The undersigned hereby acknowledge and agree that this addendum is hereby made part of and incorporated into the foregoing Franchise Agreement.

THE ROUND TABLE FRANCHISE CORPORATION	**FRANCHISEE**
By:____________________________	By:____________________________
Name:__________________________	Name:__________________________
Title:___________________________	Title:___________________________
Date Signed:____________________	Date Signed:____________________

SOUTH DAKOTA ADDENDUM TO THE DISCLOSURE DOCUMENT AND AGREEMENTS

Neither the franchisor nor any person identified in Item 2 has any material arbitration proceeding pending, or has during the 10-year period immediately preceding the date of this Disclosure Document been a party to concluded material arbitration proceedings.

1. Although the Franchise Agreement requires all arbitration proceedings to be held where the American Arbitration Association designates, the site of any arbitration started pursuant to the Franchise Agreement will be at a site mutually agreed upon by you and us.

2. We may not terminate the Franchise Agreement for a breach, for failure to meet performance and quality standards and/or for failure to make royalty payments unless you receive thirty (30) days prior written notice from us and you are provided with an opportunity to cure the defaults. Covenants not to compete upon termination or expiration of the Franchise Agreement are generally unenforceable in the State of South Dakota.

3. The laws of the State of South Dakota will govern matters pertaining to franchise registration, employment, covenants not to compete, and other matters of local concern; but as to contractual and all other matters, the Franchise Agreement will be subject to the applications, construction, enforcement and interpretation under the governing law of California.

4. Any provision in the Franchise Agreement restricting jurisdiction or venue to a forum outside of the State of South Dakota or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under the South Dakota Franchise Act.

5. Any provision that provides that the parties waive their right to claim punitive, exemplary, incidental, indirect, special or consequential damages may not be enforceable under South Dakota law.

THE ROUND TABLE FRANCHISE CORPORATION	**FRANCHISEE**
By:____________________________	By:____________________________
Name:__________________________	Name:__________________________
Title:___________________________	Title:___________________________
Date Signed:____________________	Date Signed:____________________

VIRGINIA ADDENDUM TO DISCLOSURE DOCUMENT AND AGREEMENTS

The Franchise Disclosure Document for The Round Table Franchise Corporation for use in the State of Virginia shall be amended as follows:

1. **Item 17**, "Renewal, Termination, Transfer and Dispute Resolution," shall be amended by the addition of the following paragraphs in subsection (h):

    Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any grounds for default or termination stated in the Franchise Agreement does not constitute "reasonable cause," as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.

    Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to use undue influence to induce a franchisee to surrender any right given to him under the franchise. If any provision of the Franchise Agreement involves the use of undue influence by the franchisor to induce a franchisee to surrender any rights given to him under the franchise, that provision may not be enforceable.

No statement, questionnaire or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

WASHINGTON ADDENDUM TO DISCLOSURE DOCUMENT

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.

RCW 19.100.180 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 or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the State of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder 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, or 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.

Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed $100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed $250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

WASHINGTON ADDENDUM TO THE FRANCHISE AGREEMENT AND DEVELOPMENT AGREEMENT

ALL FRANCHISE AGREEMENTS EXECUTED IN AND OPERATIVE WITHIN THE STATE OF WASHINGTON ARE HEREBY AMENDED AS FOLLOWS:

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.

RCW 19.100.180 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 or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the State of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder 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, or 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.

Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed $100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed $250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

The undersigned hereby acknowledge and agree that this addendum is hereby made part of and incorporated into the foregoing Franchise Agreement.

THE ROUND TABLE FRANCHISE CORPORATION	**FRANCHISEE**
By:_____________________________	By:_____________________________
Name:___________________________	Name:___________________________
Title:___________________________	Title:___________________________
Date Signed:_____________________	Date Signed:_____________________

WISCONSIN ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT

NOTICE TO PROSPECTIVE FRANCHISEES IN THE STATE OF WISCONSIN

IN THE STATE OF WISCONSIN CHAPTER 135 OF THE WISCONSIN FAIR DEALERSHIP LAW GOVERNS THIS AGREEMENT. YOU MAY WANT TO REVIEW THIS LAW.

For franchises and franchisees subject to the Wisconsin Fair Dealership Law, the following information supersedes or supplements, as the case may be, the corresponding disclosures in the main body of the text of the Franchise Disclosure Document.

1. **Item 17**:

   For Wisconsin Franchisees, ch. 135, Stats., the Wisconsin Fair Dealership Law, supersedes any provisions of the Franchise Agreement or a related contract between Franchisor and Franchisee inconsistent with the Law.

WISCONSIN ADDENDUM TO THE FRANCHISE AGREEMENTS

ALL FRANCHISE AGREEMENTS EXECUTED IN AND OPERATIVE WITHIN THE STATE OF WISCONSIN ARE HEREBY AMENDED AS FOLLOWS:

The Franchisor and Franchisee hereby acknowledge that the Franchise Agreement shall be governed by The Wisconsin Fair Dealership Law (Wisconsin Statutes, 1979-1980, Title XIV-A, Chapter 135, Sections 135.01 through 135.07) which makes it unlawful for a franchisor to terminate, cancel or fail to renew a franchise without good cause, as well as providing other protections and rights to franchisees. To the extent anything in the Franchise Agreement is contrary to the laws in the State of Wisconsin, said laws shall prevail.

The undersigned hereby acknowledge and agree that this addendum is hereby made part of and incorporated into the foregoing Franchise Agreement.

THE ROUND TABLE FRANCHISE CORPORATION	FRANCHISEE
By:____________________________	By:____________________________
Name:__________________________	Name:__________________________
Title:___________________________	Title:___________________________
Date Signed:_____________________	Date Signed:_____________________

Exhibit D

Current Form of Mutual Release

CURRENT FORM OF MUTUAL RELEASE (AS OF ISSUE DATE)

THIS GENERAL RELEASE (**"Release"**) is executed on __________________by and between: (i) _________________________ (**"Franchisee"**), (ii) _______________________ (**"Guarantors"**), and (iii) The Round Table Franchise Corporation (**"RTP"** or **"Franchisor"**), a Delaware corporation with a business address at ____________________________.

1. In consideration of the promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree that (a) Franchisor, on the one hand, and (b) Franchisee and Guarantors, on behalf of themselves and their respective "Agents" as defined below (collectively, the "Franchisee Releasees"), on the other hand, hereby relieve, release and forever discharge one another and their respective officers, directors, principals, owners, parents, affiliates, subsidiaries and (if appropriate) franchisees from any respective "Claims" (as defined below) that the party(ies) on one hand might have against the other. For purposes of this release, the term "Agents" is a collective term that includes a party's respective (as the case may be) spouses, officers, directors, partners, shareholders, employees, trustees, affiliates, predecessors, successors, subsidiaries, parent corporations, heirs, executors, beneficiaries, administrators, agents, representatives, assigns and any and all persons claiming any rights whatsoever from or through said parties or any of said persons or entities.

2. Subject to the limitations below, the term "Claims" means any and all rights, claims (including claims of any predecessor in interest), debts, costs, liabilities, accounts, reckonings, demands, agreements, contracts, covenants, representations, warranties, promises, undertakings, suits, judgments, losses, injuries, obligations, liens, expenses (including without limitation attorneys' fees and costs) and damages, actions and causes of action of every kind and nature whatsoever which the parties and their respective Agents may now or hereafter have against one another as of the date this Release is signed; provided, however, that this release shall not affect the rights, obligations and covenants of the parties that accrue after the signing of this Release.

2.1 "Claims" shall only include claims based on facts that are known by the releasing party as of the date of this Release or which, with reasonable due diligence, could have been discovered by the releasing party as of the date of this Release.

2.2 "Claims" shall not include any claims by third parties subject to indemnification under Section 7(y) of the Franchise Agreement (or comparable provision), and nothing in this Release shall or may be construed to relieve, release or discharge the indemnification obligations in connection with third parties set forth in the Franchise Agreement or limit Franchisor's right to seek such indemnification as set forth therein.

2.3 "Claims" does not include any obligation to pay any past amounts owed under any agreement between the parties, including without limitation any (a) accrued and unpaid franchise fees, royalties and/or marketing fees under any franchise agreement, or (b) obligation to pay money set forth in a separate executed writing.

3 Each party to this Release covenants 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 that party released under Section 1 with respect to any Claim released under Section 1.

4 The parties acknowledge that no representation, promise or inducement not contained in this Release or in the documents referred to in it was made to them. The parties further agree that they will forever refrain and forebear from commencing, instituting and prosecuting any lawsuit, action or other proceeding against one another based on, arising out of, relating to or in connection with any Claims released hereunder. The parties further agree and acknowledge that: (i) the facts in respect of which the release in Section 1 are given may turn out to be different from the facts now known or believed by them to be true; (ii) each releasing party assumes the risk of the facts turning out to be different and agree that the release in Section 1 shall nevertheless be effective in all respects. Each party further acknowledges that they have not assigned or transferred, or purported to assign or transfer, to any person or entity, any Claim released under Section 1; (iii) each have full and complete power and authority to execute this Release, and that the execution of this Release shall not violate the terms of any contract or agreement between them or any court order; and (iv) each have voluntarily and knowingly executed this Release after they have had the opportunity to consult with their respective counsel.

5 By executing this Release, the parties, for themselves and (if applicable) their respective Agents, represent and warrant that: (i) their statements herein are true and correct; and (ii) they have the respective right and authority to enter into and to accept the terms and covenants of this Release. Each party acknowledges that this Release shall be a complete defense to any Claim that party releases hereunder, and hereby consents to the entry of a temporary or permanent injunction to prevent or end the assertion of any such Claim released hereunder.

6 This Release will inure to the benefit of and bind the successors, assigns, heirs, and personal representatives of the Released Parties and each Releasor.

7 This Release may be executed in two or more counterparts (including by facsimile), each of which shall be deemed an original, and all of which shall constitute one and the same instrument.

8 Any capitalized terms that are not defined in this Release shall have the meaning given them in the Franchise Agreement.

9 The interpretation and enforcement of this Release shall be governed and controlled by the governing law, venue, dispute resolution and other enforcement-related terms set forth in the Franchise Agreement, which shall apply to all claims and disputes arising out of or related to this Release.

[*signatures on following page*]

IN WITNESS WHEREOF, the parties hereunder have executed this Release as of the date shown above.

WITNESS:

____

Print Name: ____________________

FRANCHISEE:

By: ______________________________

Print Name:__________________________

Title______________________________

Date:______________________________

WITNESS:

____

Print Name: ____________________

GUARANTOR:

____

Print Name:__________________________

Date: ______________________________

WITNESS:

____

Print Name: ____________________

GUARANTOR:

____

Print Name:__________________________

Date: ______________________________

WITNESS:

____

Print Name: ____________________

FRANCHISOR:

THE ROUND TABLE FRANCHISE CORPORATION

By: ______________________________

Print Name: _________________________

Title: ______________________________

Date: ______________________________

Exhibit E

Current Form of Non-Disclosure and Non-Compete Agreement

EXHIBIT E

NONDISCLOSURE AND NONCOMPETE AGREEMENT

NONDISCLOSURE AND NONCOMPETE AGREEMENT

This Agreement is dated [Date]. The parties are [Name of Franchisee] (referred to as **"we"**, **"us"**, and **"our"**), located at [Address], and [Name of Employee] (referred to as **"you"** and **"your"**). You are signing this Agreement in consideration of, and as a condition to, your association with us and the compensation, dividends, or other payments and benefits you will receive from us.

BACKGROUND

We are a franchisee of The Round Table Franchise Corporation (**"RTP"**) under a Round Table Pizza Franchise Agreement dated [Date] (the **"Franchise Agreement"**). We have a license to use the certain trademarks designated by RTP (the **"Marks"**), certain policies and procedures used in Round Table Pizza businesses (the **"System"**), and the Confidential Information developed and owned by RTP in our Round Table Pizza Restaurant (the **"Restaurant"**). RTP recognizes that, in order for us to effectively operate our business, our employees must have access to certain confidential information and trade secrets owned by RTP. Disclosure of this confidential information and trade secrets to unauthorized persons, or its use for any purpose other than the operation of our business, would harm RTP, other franchise owners, and us. Accordingly, RTP requires us to have you to sign this Agreement.

AGREEMENT

1. <u>Confidential Information</u>. As used in this Agreement, **"Confidential Information"** means all manuals, trade secrets, know-how, methods, training materials, information, management procedures, and marketing and pricing techniques relating to the Restaurant, the Round Table Pizza System, or RTP's business. In addition, Confidential Information includes all marketing plans, advertising plans, business plans, financial information, member information, employee information, and other confidential information of RTP, RTP's affiliates, or us (collectively, the **"Interested Parties"**) that you obtain during your association with us.

2. <u>Nondisclosure</u>. You agree not to use or disclose, or permit anyone else to use or disclose, any Confidential Information to anyone outside of our organization (other than the Interested Parties) and not to use any Confidential Information for any purpose except to carry out your duties as our employee. You also agree not to claim any ownership in or rights to Confidential Information and not to challenge or contest our, RTP's, or RTP's affiliates' ownership of it. These obligations apply both during and after your association with us.

3. <u>Return of Confidential Information</u>. If your association with us ends for any reason, you must return to us all records described in Paragraph 1, all other Confidential Information, and any authorized or unauthorized copies of Confidential Information that you may have in your possession or control. You may not retain any Confidential Information after your association with us ends.

4. **Noncompete During Association.** You may not, during your association with us, without our prior written consent:

(a) own, manage, engage in, be employed by, advise, make loans to, or have any other interest in any business that operates or licenses others to operate a restaurant, retail outlet, catering business, or any similar food business that primarily offers pizza in the county in which the Restaurant is located or by any means, including, without limitation, sales via the Internet or catalogs (**"Competitive Business"**);

(b) divert or attempt to divert any business or customer or potential business or customer of the Restaurant to any Competitive Business, by direct or indirect inducement or otherwise;

(c) perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Marks and the System; or

(d) use any vendor relationship established through your association with us for any purpose other than to purchase products for use or retail sale in the Restaurant.

5. **Remedies**. If you breach or threaten to breach this Agreement, you agree that we will be entitled to injunctive relief (without posting bond) as well as a suit for damages.

6. **Severability.** If any part of this Agreement is declared invalid for any reason, the invalidity will not affect the remaining provisions of this Agreement. If a court finds any provision of this Agreement to be unreasonable or unenforceable as written, you agree that the court can modify the provision to make it enforceable and that you will abide by the provision as modified.

7. **Independent Agreement.** The Agreement is independent of any other obligations between you and us. This means that it is enforceable even if you claim that we breached any other agreement, understanding, commitment or promise.

8. **Third Party Right of Enforcement.** You are signing this Agreement not only for our benefit, but also for the benefit of RTP and RTP's affiliates. We, RTP, and RTP's affiliates have the right to enforce this Agreement directly against you.

9. **Not An Employment Agreement.** This is not an employment agreement. Nothing in this Agreement creates or should be taken as evidence of an agreement or understanding by us, express or implied, to continue your association with us for any specified period.

10. **Modification and Waiver.** Your obligations under this Agreement cannot be waived or modified except in writing.

11. **Governing Law.** This Agreement is governed by the laws of the state in which our principal office is located.

12. **Attorneys' Fees.** If we have to take legal action to enforce this Agreement, we will be entitled to recover from you all of our costs, including reasonable attorney's fees, to the extent that we prevail on the merits.

13. **Representation.** You certify that you have read and fully understood this Agreement, and that you entered into it willingly.

______________________________	______________________________
WITNESS	**EMPLOYEE**

Exhibit F

Manuals' Tables of Contents

EXHIBIT F

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Tools, Forms and Information available on Slice

The following are referenced in the Operations Manual as tools, forms or information to assist you in the day-to-day operations of your business. All are available on Slice.

Log into Slice>Toolbox and then follow the path listed.

Operations and Menu Audit (OMA)	Operations>RTU Training Center
Minimum Facility Requirements Checklist (MFR)	Operations>RTU Training Center
Mystery Phone Shop Questions	Operations>RTU Training Center
Job Descriptions	Operations>RTU Training Center
Job Duty Chart	Operations>RTU Training Center
Personnel File Checklist	General>RTP Forms
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Tools, Forms and Information available on Slice

The following are referenced in the Operations Manual as tools, forms or information to assist you in the day-to-day operations of your business. All are available on Slice.

Log into Slice>Toolbox and then follow the path listed.

Operations and Menu Audit (OMA)	Operations>RTU Training Center
Minimum Facility Requirements Checklist (MFR)	Operations>RTU Training Center
Mystery Phone Shop Questions	Operations>RTU Training Center
Job Descriptions	Operations>RTU Training Center
Job Duty Chart	Operations>RTU Training Center
Personnel File Checklist	General>RTP Forms
Employment Application	General>RTP Forms
Meal Break Sign-off	General>RTP Forms
Sexual Harassment Agreements	General>RTP Forms
New Employee Agreements	General>RTP Forms
Uniform Policy Agreement	General>RTP Forms
Policy Relating to Illegal Drugs	General>RTP Forms
Counseling Form	General>RTP Forms
Status Change Form	General>RTP Forms
Restaurant Management Team Meeting Agenda	General>RTP Forms
Quick Huddle Form	General>RTP Forms
Crew Training - Job Aids	General>RTP Forms
Daily Administrative Tasks	General>RTP Forms
Weekly Administrative Tasks	General>RTP Forms
Shift Assignment Sheet	General>RTP Forms
Salad Bar Layouts	Operations>RTU Training Center
Alcohol Service Agreement	General>RTP Forms
Delivery Driver Forms List	General>RTP Forms
Delivery Driver Agreement	General>RTP Forms
Driver's Vehicle Inspection Checklist	General>RTP Forms
Employee Owned Auto Agreement	General>RTP Forms
Non-Insured Delivery Driver Agreement Waiver	General>RTP Forms
Customer Accident Report	General>RTP Forms
Delivery Driver Accident Report	General>RTP Forms
Delivery Driver Accident Form	General>RTP Forms
Employee's Daily Record of Tips Incident Form	General>RTP Forms
Safety Agreement	General>RTP Forms
Incident Form: Foodborne Illness/Injury	General>RTP Forms
Property Loss Report	General>RTP Forms
Annual Business Plan	General>RTP Forms

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OVERVIEW

- Product Quality Issues
- Nutritional Guidelines
- Food Safety
- Receiving
- Frozen Foods

DOUGH ROLLING

- Original Skin Rolling Procedures
- Scrap Rolling Procedures
- Twist Skin Rolling Procedures
- Large Pan Skin Rolling Procedures
- Large Cheese Stuffed Crust
- Skin Weights

INGREDIENT PREP & HANDLING (Some Items Optional)

- Food Preparation
- Equipment
- Food Labeling
- Shelf Life

MEATS AND CHEESES

- Chicken, Grilled, Boneless
  Classic Wings
- Meats, Cooked
- Anchovies
- Cheeses

FRUITS AND VEGGIES

- Canned Beans, Fruits & Vegetables
- Broccoli/Cauliflower
- Carrots, Matchstick
- Celery Sticks
- Cucumbers
- Lemon, Wedges
- Lettuce & Salad Blend Recipe
- Lettuce, Romaine Shocking
- Mushrooms
- Onions, Green
- Onions, Red & Yellow
- Peppers, Green
- Spinach/Kale/Spring Mix
- Strawberries/Grapes
- Tomatoes, Grape
- Tomatoes, Roma
- Zucchini

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RECIPES & CHARTS

MIXTURES
- Dough
- Zesty Red Sauce
- Hidden Valley Ranch Dressing
- Sauces, Other
- Twist Mixture, Garlic Parmesan
- Twist Mixture, Cinnamon Sugar
- Powdered Sugar Glaze Mixture
- Garlic Parmesan Rub

PIZZAS
- How to Make a Pizza
- Zesty Red Sauce & Cheese Weight Options
- Pre-Paint Procedures
- Create-Your-Own Sauce & Cheese Paint Up
- Single Topping Weights
- Multiple Topping Weights
- Specialty Pizzas
- Specialty Pizza Visuals: Before Bake

SALADS AND SANDWICHES
- Garden Salad
- Caesar Salad (Optional)
- Spinach Salad (Optional)
- Club Sandwich (Optional)

APPETIZERS
- Garlic Parmesan Twists
- Garlic Bread/Garlic Bread with Cheese (Optional)
- Wings

DESSERTS
- Cinnamon Twists (Optional)
- Cookie (Optional)

CUT AND WRAP
- Specialty Pizza Visuals: After Bake
- Cutting Chart
- After Bake Toppings
- Packaging Charts

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- Single Topping Weights
- Multiple Topping Weights
- Specialty Pizzas
- Specialty Pizza Visuals: Before Bake

SALADS AND SANDWICHES
- Garden Salad
- Caesar Salad (Optional)
- Spinach Salad (Optional)
- Wedge Salad (Optional)
- Italian Meats Sandwich (Optional)
- Club Sandwich (Optional)
- Sliders (Optional)
- Burgers (Optional)

APPETIZERS
- Garlic Parmesan Twists
- Garlic Bread/Garlic Bread with Cheese (Optional)
- Wings
- Onion Rings (Optional)
- Potato Chips (Optional)
- Fries (Optional)

DESSERTS
- Cinnamon Twists (Optional)
- Cookie (Optional)

CUT AND WRAP
- Specialty Pizza Visuals: After Bake
- Cutting Chart
- After Bake Toppings
- Packaging Charts

Exhibit G

State Administrators and Agents for Service of Process

STATE ADMINISTRATORS

CALIFORNIA

Office of the Commissioner
California Department of Financial Protection and Innovation
320 West 4th Street, Suite 750
Los Angeles, California 90013
(866) 275-2677
(213) 576-7500
Ask.DFPI@dfpi.ca.gov

CONNECTICUT

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

FLORIDA

Department of Agriculture and Consumer Services
Division of Consumer Services
Mayo Building, Second Floor
Tallahassee, Florida 32399-0800
(850) 922-2770

HAWAII

Hawaii Securities Commissioner
Department of Commerce and Consumer Affairs
Business Registration Division
335 Merchant Street, Room 205
Honolulu, Hawaii 96813
(808) 586-2744

ILLINOIS

Franchise Bureau
Office of Attorney General
500 South Second Street
Springfield, Illinois 62701
(217) 782-1090

INDIANA

Indiana Securities Division
302 West Washington Street
Room E-111
Indianapolis, Indiana 46204
(317) 232-6681

MARYLAND

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

MICHIGAN

Michigan Department of Attorney General
Consumer Protection Division
Antitrust and Franchise Unit
670 Law Building
525 W. Ottawa Street
Lansing, Michigan 48913
(517) 373-7117

MINNESOTA

Minnesota Department of Commerce
Registration and Licensing Division
85 7th Place, Suite 280
St. Paul, Minnesota 55101
(651) 539-1600

NEBRASKA

Department of Banking and Finance
Commerce Court
1230 "O" Street, Suite 400
PO Box 95006
Lincoln, NE 68509-5006
(402) 471-3445

NEW YORK

NYS Department of Law
Investor Protection Bureau
28 Liberty Street, 21st Floor
New York, New York 10005
(212) 416-8222

NORTH DAKOTA

North Dakota Securities Department
600 East Boulevard Avenue
State Capitol - 5th Floor
Bismarck, North Dakota 58505-0510
(701) 328-4712

OREGON

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

RHODE ISLAND

Director of Business Regulations
1511 Pontiac Avenue
Cranston, Rhode Island 02920
(401) 462-9500

SOUTH DAKOTA

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

TEXAS

Secretary of State
Statutory Document Section
P.O. Box 12887
Austin, Texas 78711
(512) 475-1769

UTAH

Director, Division of Consumer Protection
Utah Department of Commerce
160 East 300 South
P.O. Box 146704
Salt Lake City, Utah 84114-6704
(801) 530-6601

VIRGINIA

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

WASHINGTON

Securities Division
Department of Financial Institutions
150 Israel Road
Tumwater, Washington 98501
(360) 902-8760

WISCONSIN

Wisconsin Department of Financial Institutions
Division of Securities
4822 Madison Yards Way, North Tower
Madison, WI 53705
(608) 266-0448

AGENTS FOR SERVICE OF PROCESS

CALIFORNIA

Commissioner of Department of Financial Protection and Innovation
2101 Arena Boulevard
Sacramento, California 95834

HAWAII

Hawaii Securities Commissioner
Department of Commerce and Consumer Affairs
Business Registration Division
335 Merchant Street, Room 205
Honolulu, Hawaii 96813

ILLINOIS

Attorney General of the State of Illinois
500 South Second Street
Springfield, Illinois 62701

INDIANA

Indiana Securities Division
302 West Washington Street
Room E-111
Indianapolis, Indiana 46204

MARYLAND

Maryland Securities Commissioner
200 St. Paul Place
Baltimore, Maryland 21202-2020

MICHIGAN

Michigan Department of Commerce
Corporations and Securities Bureau
6546 Mercantile Way
Lansing, Michigan 48910

MINNESOTA

Minnesota Commissioner of Commerce
Department of Commerce
85 7th Place, Suite 280
St. Paul, Minnesota 55101

NEW YORK

New York Department of State
One Commerce Plaza
99 Washington Avenue, 6th Floor
Albany, New York 12231

NORTH DAKOTA

North Dakota Securities Department
600 East Boulevard Avenue
State Capitol, Fifth Floor, Dept. 414
Bismarck, North Dakota 58505-0510

OREGON

Director
Department of Insurance and Finance
700 Summer Street, N.E.
Suite 120
Salem, Oregon 97310

RHODE ISLAND

Director of Department of Business Regulation
Department of Business Regulation
Securities Division
1511 Pontiac Avenue
Cranston, RI 02920

SOUTH DAKOTA

Director, Division of Securities
Department of Labor and Regulation
124 S Euclid, Suite 104
Pierre, South Dakota 57501-3185

VIRGINIA

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

WASHINGTON

Director of the Securities Division
Department of Financial Institutions
State of Washington
150 Israel Road
Tumwater, Washington 98501

WISCONSIN

Commissioner of Securities
Office of the Commissioner of Securities
4822 Madison Yards Way, North Tower
Madison, Wisconsin 53705

FOR ALL STATES NOT LISTED ABOVE:

Taylor Wiederhorn
9720 Wilshire Boulevard, Suite 500
Beverly Hills, California 90212

Exhibit H

List of Franchisees and Restaurants and Franchisees Who Left the System

FRANCHISED RESTAURANTS AS OF DECEMBER 25, 2022

Primary Contact	Address	City	State	Zip	Phone
Elizabeth Ashlock	800 E. Dimond Blvd. Ste 3-125	Anchorage	AK	99515	(907) 522-1007
Dagoberto Rodriguez	2544 West 16th Street	Yuma	AZ	85364	(818) 290-8100
Brad Friedman	2651 H Blanding Avenue	Alameda	CA	94501	(925) 803-9111
Gundeep Sethi	2640 Fifth Street	Alameda	CA	94501	(510) 677-4664
Nader Kashefi	150-A Alamo Plaza	Alamo	CA	94507	(415) 425-5609
Rajwinder Kaur	962 San Pablo Ave	Albany	CA	94706	(415) 533-5409
Rachhpal "Paul" Nannar	5055 Main St	American Canyon	CA	94503	(510) 222-2516
Kuljeet Singh	2808 McMurry Drive	Anderson	CA	96007	(202) 286-0993
David Howard	27 N. Main Street	Angels Camp	CA	95222	(209) 754-5900
Charles Brennan	7909 Walerga Road, #107	Antelope	CA	95843	(916) 781-3365
Kuljeet Singh	4504 Lone Tree Way	Antioch	CA	94531	(202) 286-0993
Sarbjit Sandhu	14898 Dale Evans Pkwy	Apple Valley	CA	92307	(760) 792-6894
Kuljeet Singh	5000 Valley West Blvd.,	Arcata	CA	95521	(202) 286-0993
David Howard	2182 Highway 4	Arnold	CA	95223	(209) 754-5900
Saeed Keshtgar	6915 El Camino Real	Atascadero	CA	93422	(805) 544-1376
Behzad Cohan	1831 Bellevue Road	Atwater	CA	95301	(818) 290-8100
Kuljeet Singh	370 Elm Avenue	Auburn	CA	95603	(202) 286-0993
Kuljeet Singh	10894 Combie Road, No. 128	Auburn	CA	95602	(202) 286-0993
Gurpartap "Gio" Singh	2781 Calloway Dr	Bakersfield	CA	93312	(209) 839-7330
Gurpartap "Gio" Singh	4200 Gosford Road	Bakersfield	CA	93313	(209) 839-7330
Kalsoom Akhter	15730 Bellflower Blvd.	Bellflower	CA	90706	(562) 319-3740
Alireza Vahdat	878 Southampton Road	Benicia	CA	94510	(925) 457-9889
Kuljeet Singh	2540 Sand Creek Road	Brentwood	CA	94513	(202) 286-0993
Liana Aidinova	2408 West Victory Blvd.	Burbank	CA	91506	(818) 426-0020
Kuljeet Singh	3370 Coach Lane	Cameron Park	CA	95682	(202) 286-0993
Abbas Mashhadalireza	1400 West Campbell Avenue	Campbell	CA	95008	(925) 487-8075
Ahad Bagherdai	16534 Soledad Canyon Rd	Canyon Country	CA	91387	(661) 252-8000

Primary Contact	Address	City	State	Zip	Phone
Charles Brennan	4005 Manzanita Avenue	Carmichael	CA	95608	(916) 781-3365
Kuljeet Singh	4949-C Marconi Avenue	Carmichael	CA	95608	(202) 286-0993
Rachhpal "Paul" Nannar	20920 Redwood Rd	Castro Valley	CA	94546	(510) 222-2516
Sylvia Barrientos	11250 Merritt St	Castroville	CA	95012	(831) 633-8024
Dagoberto Rodriguez	31775 Date Palm Drive	Cathedral City	CA	92234	(760) 321-1755
Amarbir Singh	1515 Mitchell Rd	Ceres	CA	95307	(925) 969-3900
Saaid Delshad	20519 Devonshire Street	Chatsworth	CA	91311	(310) 210-3666
Kuljeet Singh	964 Mangrove Avenue	Chico	CA	95926	(202) 286-0993
Kuljeet Singh	2201 Pillsbury Road	Chico	CA	95926	(202) 286-0993
Kuljeet Singh	2027 Forest Avenue, #20	Chico	CA	95928	(202) 286-0993
Derek Lambert	12881 Mountain Avenue	Chino	CA	91710	(909) 579-1561
Marc Watson	7943 Greenback Lane	Citrus Heights	CA	95610	(916) 220-3087
Charles Brennan	7700 Sunrise Blvd., Ste. 1100	Citrus Heights	CA	95610	(916) 781-3365
Kuljeet Singh	7873 Lichen Drive	Citrus Heights	CA	95621	(202) 286-0993
Masoud "Max" Zadeh	598 E. Baseline Road	Claremont	CA	91711	(818) 335-1244
Masoud "Max" Zadeh	408 West Auto Center Drive	Claremont	CA	91711	(818) 335-1244
Behzad Cohan	775 West Herndon Ave #300	Clovis	Ca	93612	(818) 290-8100
Behzad Cohan	1020 Shaw Ave	Clovis	CA	93612	(818) 290-8100
Samer Al-Jamea	4935 Junipero Serra Blvd.	Colma	CA	94014	(650) 994-1140
Mandeep Dhillon	1031 Bridge St	Colusa	CA	95932	(916) 607-4514
Gundeep Sethi	5434 Ygnacio Valley Rd, #10	Concord	CA	94521	(510) 677-4664
Alireza Vahdat	1743 Willow Pass Road	Concord	CA	94520	(925) 457-9889
Alireza Vahdat	2960 Treat Blvd	Concord	CA	94518	(925) 457-9889
Fargol Madadi	3375 Port Chicago Hwy	Concord	CA	94520	(415) 960-8390
Kuljeet Singh	680 Edith Avenue	Corning	CA	96021	(202) 286-0993
Sorror "Sue" Abolhosseini	1180 El Camino Drive	Corona	CA	92879	(949) 643-1636
Hassan Tavakoly	1175 Baker Street, Suite A	Costa Mesa	CA	92626	(202) 286-0993
Leticia Vasquez	6000 Sepulveda Boulevard	Culver City	CA	90230	(323) 947-4046
Bob Amouna	10101 Valley View Street	Cypress	CA	90630	(714) 995-2422

Primary Contact	Address	City	State	Zip	Phone
Rishab Jain	6222 Mission Street	Daly City	CA	94015	(510) 676-4770
Rishab Jain	1901 Junipero Serra Blvd, SteC	Daly City	CA	94014	(510) 676-4770
Rafael Vasquez	32525 B Golden Lantern	Dana Point	CA	92629	(949) 496-9800
Dang Nguyen	629 San Ramon Valley Blvd	Danville	CA	94526	(415) 793-7510
Krishna Papudesi	1139 Grand Avenue	Diamond Bar	CA	91765	(909) 861-9432
Gurpartap "Gio" Singh	870 West El Monte Way	Dinuba	CA	93618	(209) 839-7330
Rachhpal "Paul" Nannar	14870 H Hwy 4	Discovery Bay	CA	94505	(510) 734-8614
Raj Pooni	825 N. Adams Street	Dixon	CA	95620	(916) 826-3247
Abbas Mashhadalireza	7841 Amador Valley Blvd.	Dublin	CA	94568	(925) 487-8075
Mamood Moayedi	2650 Jamacha Rd, #143	El Cajon	CA	92019	(760)322-0770
Kuljeet Singh	4510 Post Street, Suite 300	El Dorado Hills	CA	95762	(202) 286-0993
Charles Brennan	8795 Elk Grove Blvd.	Elk Grove	CA	95624	(916) 781-3365
Charles Brennan	5110 Laguna Blvd., #119	Elk Grove	CA	95758	(916) 781-3365
Charles Brennan	10054 Bruceville Road	Elk Grove	CA	95758	(916) 781-3365
Robert Young	1321 Encinitas Blvd.	Encinitas	CA	92024	(760) 753-8303
Bob Serrano	1161 E. Washington Avenue	Escondido	CA	92025	(760) 489-0191
Bob Serrano	555 W. Country Club Lane, # J	Escondido	CA	92026	(760) 489-0191
Kuljeet Singh	2810 "E" Street,	Eureka	CA	95501	(202) 286-0993
Kuljeet Singh	8822 Madison Avenue	Fair Oaks	CA	95628	(202) 286-0993
Kuljeet Singh	4400 San Juan Avenue	Fair Oaks	CA	95628	(202) 286-0993
Kuljeet Singh	3336-M N. Texas Street	Fairfield	CA	94533	(202) 286-0993
Kuljeet Singh	2401 Waterman Blvd.	Fairfield	CA	94533	(202) 286-0993
Kuljeet Singh	5085 Business Center Dr. #102	Fairfield	CA	94533	(202) 286-0993
Barbara Knowles	6267 Graham Hill Road	Felton	CA	95018	(408) 358-5035
Kuljeet Singh	1151 Riley Street	Folsom	CA	95630	(202) 286-0993
Kuljeet Singh	9500-1 Greenback Lane	Folsom	CA	95630	(202) 286-0993
Kuljeet Singh	2793 East Bidwell Street #100	Folsom	CA	95630	(202) 286-0993
Derek Lambert	15002 Summit Avenue	Fontana	CA	92336	(909) 579-1561
Rafael Vasquez	27472 Portola Parkway, Suite 201	Foothill Ranch	CA	92610	(949) 496-9800

Primary Contact	Address	City	State	Zip	Phone
Marshall Stoecker	740 South Main Street	Fort Bragg	CA	95437	(916) 645-0990
Kuljeet Singh	759 S. Fortuna Blvd.,	Fortuna	CA	95540	(202) 286-0993
Taranpreet Singh Ghandi	1084 Foster City Blvd.	Foster City	CA	94404	(510) 760-9013
Davinder Thind	40831 Fremont Blvd.	Fremont	CA	94538	(925) 518-5902
Lajwanti Mala Utamsing	46600 Mission Boulevard	Fremont	CA	94539	(510) 469-6747
Behzad Cohan	5040 N. West Avenue	Fresno	CA	93711	(818) 290-8100
Behzad Cohan	3262 E. Tulare	Fresno	CA	93702	(818) 290-8100
Behzad Cohan	3710 West Shields	Fresno	CA	93722	(818) 290-8100
Behzad Cohan	5702 N. First Street #101	Fresno	CA	93710	(818) 290-8100
Behzad Cohan	1512 E. Champlain Dr	Fresno	CA	93720	(818) 290-8100
Behzad Cohan	6467 North Riverside Dr.	Fresno	CA	93722	(818) 290-8100
Nadia Kas	2506 East Chapman Avenue	Fullerton	CA	92831	(714) 871-4481
Charles Brennan	1067 C Street, Suite 144	Galt	CA	95632	(916) 781-3365
Gurpartap "Gio" Singh	12829 Harbor Blvd.	Garden Grove	CA	92840	(209) 839-7330
Heshmat Shirani	815 First Street	Gilroy	CA	95020	(408) 842-0322
Michael Martinez	407 W Foothill Blvd	Glendora	CA	91741	(626) 963-5997
Baljit "Bobby" Banwait	686 Sutton Way	Grass Valley	CA	95945	(559) 781-3602
Kuljeet Singh	1516 HWY 99	Gridley	CA	95948	(202) 286-0993
Saeed Keshtgar	1600 West Grand Avenue	Grover Beach	CA	93433	(805) 544-1376
Jack Racine	50 Cabrillo Highway North	Half Moon Bay	CA	94019	(916) 663-4365
Behzad Cohan	208 North 12th Avenue, Suites 112 and 113	Hanford	CA	93230	(818) 290-8100
Mohsen Ghaseminia	22457 Foothill Blvd.	Hayward	CA	94541	(650) 454-7373
Ali Kerachi	24703 Amador Street, Suite 6	Hayward	CA	94544	(925) 681-3011
Gundeep Sethi	28545 Hesperian Blvd	Hayward	CA	94545	(510) 677-4664
Kuljeet Singh	1351 Healdsburg Avenue	Healdsburg	CA	95448	(202) 286-0993
Greg Merritt	1511-D Sycamore Avenue	Hercules	CA	94547	(510) 223-8288
Gurpartap "Gio" Singh	27961 Highland Avenue	Highland	CA	92346	(209) 839-7330
Merlyn Knowles	496 Tres Pinos	Hollister	CA	95023	(831) 635-9675
Dave Quatman	19750 Beach Blvd.	Huntington Beach	CA	92648	(714) 963-9877

Primary Contact	Address	City	State	Zip	Phone
Dave Quatman	16122-101 Goldenwest Street	Huntington Beach	CA	92647	(714) 963-9877
Dagoberto Rodriguez	81637 Highway 111	Indio	CA	92201	(760) 322-0770
Qumars Bamshadfard	13925 Yale Avenue, Suite 135	Irvine	CA	92620	(714) 730-0439
David Howard	12280 Industry Blvd., Ste. 81	Jackson	CA	95642	(209) 754-5900
Behzad Cohan	15200 W. Whitesbridge Road	Kerman	CA	93630	(818) 290-8100
Joseph Khoshkbaryeh	502 Foothill Blvd	La Canada	CA	91011	(408) 296-3040
Dan Huang	1202 S. Idaho Street Suites E&F	La Habra	CA	90631	(562) 303-0348
Mamood Moayedi	8032 La Mesa Blvd.	La Mesa	CA	91941	(619) 589-2424
Todd Montandon	5999 Severin Drive	La Mesa	CA	91942	(619) 589-1510
Greg Merritt	3637 Mt Diablo Blvd.	Lafayette	CA	94549	(510) 223-8288
Sorror "Sue" Abolhosseini	27932 La Paz Road, #J	Laguna Niguel	CA	92677	(951) 898-2000
Qumars Bamshadfard	22722 Lambert St., Ste. #1705	Lake Forest	CA	92630	(714) 730-0439
Kuljeet Singh	821 11th Street	Lakeport	CA	95453	(202) 286-0993
Gurpartap "Gio" Singh	5250 Faculty	Lakewood	CA	90712	(209) 839-7330
Michael Burroughs	44204 N. 10th Street West	Lancaster	CA	93534	(661) 270-0071
Yadwinder "Raj" Khahira	15124 Harlan Rd	Lathrop	CA	95330	(510) 676-6160
Behzad Cohan	155 W. Hanford Armona Rd.	Lemoore	CA	93245	(818) 290-8100
Charles Brennan	375 S. Highway 65	Lincoln	CA	95648	(916) 781-3365
Abbas Mashhadalireza	1024 E. Stanley Blvd.	Livermore	CA	94550	(925) 487-8075
Gundeep Sethi	4098 East Avenue	Livermore	CA	94550	(510) 677-4664
Yadwinder "Raj" Khahira	2715 W Kettleman Lane #204	Lodi	CA	95242	(510) 676-6160
Jamshid Nourani	4007 E Ocean Boulevard	Long Beach	CA	90803	(562) 439-7799
Charles Brennan	6111 Horseshoe Bar Road	Loomis	CA	95650	(916) 781-3365
Harvender "Harry" Singh	1462 S Mercey Springs Rd	Los Banos	CA	93635	(209) 597-1106
Lee-Ann Price	57 North Santa Cruz Avenue	Los Gatos	CA	95030	(408) 354-7520
Elizabeth Dawson	1472 Pollard Road	Los Gatos	CA	95032	(408) 505 1515
Eric Kurz	1930 Howard Road	Madera	CA	93937	(559) 673-7043
Yadwinder "Raj" Khahira	253 Spreckels Avenue	Manteca	CA	95336	(510) 676-6160
Yadwinder "Raj" Khahira	2120 Daniels Street	Manteca	CA	95337	(510) 676-6160

Primary Contact	Address	City	State	Zip	Phone
Mohammad Ali Norouzi	3120 Del Monte Blvd.	Marina	CA	93933	(831) 402-0428
Ali Kerachi	504 Center Avenue	Martinez	CA	94553	(415) 793-7510
Gundeep Sethi	202 9th Street	Marysville	CA	95901	(510) 677-4664
Kuljeet Singh	2023 Central Avenue,	McKinleyville	CA	95519	(202) 286-0993
Bob Larson	1225 El Camino Real	Menlo Park	CA	94025	(650) 321-6861
Behzad Cohan	1728 West Olive Avenue	Merced	CA	95348	(818) 290-8100
Husni Koussa	414 Broadway	Millbrae	CA	94030	(408) 242-0600
Abbas Mashhadalireza	1271 E. Calaveras Blvd.	Milpitas	CA	95035	(925) 487-8075
Rafael Vasquez	25290 Marguerite Parkway, #D	Mission Viejo	CA	92692	(949) 951-3404
Amarbir Singh	2401 E Orangeburg Ave	Modesto	CA	95355	(925) 969-3900
Amarbir Singh	3848 McHenry Ave	Modesto	CA	95356	(925) 969-3900
Amarbir Singh	1801 H St	Modesto	CA	95354	(925) 969-3900
Amarbir Singh	3601 Pelandale Ave	Modesto	CA	95356	(925) 969-3900
Mohammad Ali Norouzi	375 Alvarado St	Monterey	CA	93940	(831) 402-0428
Greg Merritt	361 Rheem Blvd.	Moraga	CA	94556	(510) 367-5226
Behzad Cohan	27140-A Eucalyptus Ave.	Moreno Valley	CA	92553	(818) 290-8100
Mohammad Maghami	16740 Monterey Street	Morgan Hill	CA	95037	(925) 779-6300
Saeed Keshtgar	610 Quintana Road	Morro Bay	CA	93442	(805) 481-1376
Mohsen Ghaseminia	570 North Shoreline Blvd.	Mountain View	CA	94043	(650) 208-0317
Behzad Cohan	29910 Murrieta Hot Springs RD	Murrieta	CA	92563	(818) 290-8100
Gundeep Sethi	3331 Solano Avenue	Napa	CA	94558	(510) 677-4664
Sharon Hicks	5544 Thornton Avenue	Newark	CA	94560	(510) 796-4040
Dave Quatman	4551 Jamboree Rd	Newport Beach	CA	92660	(714) 730-0439
Harman Thind	4764 Lankershim	North Hollywood	CA	91602	(818) 687-6871
Ali Kerachi	1565 S. Novato Blvd.	Novato	CA	94947	(925) 687-3011
Amarbir Singh	1449 East F St	Oakdale	CA	95361	(925) 969-3900
Eric Kurz	40034 Highway 49 Suite A-2	Oakhurst	CA	93644	(530) 269-1393
Ali Kerachi	2854 Mountain Blvd.	Oakland	CA	94602	(415) 793-7510
Jaswinder Singh	5095 Telegraph Ave	Oakland	CA	94610	(530) 941-5016

Primary Contact	Address	City	State	Zip	Phone
Kuljeet Singh	7000 Coliseum Way	Oakland	CA	94621	(202) 286-0993
Jaswinder Singh	398 Grand Avenue	Oakland	CA	94610	(530) 941-5016
Kuljeet Singh	2190 Main Street, Suite C	Oakley	CA	94561	(202) 286-0993
Rafael Vasquez	3440 Marron Road	Oceanside	CA	92054	(949) 496-9800
Felicia Yu	1020 N. Mountain Avenue	Ontario	CA	91762	(909) 238-1388
Rafael Vasquez	1737 E. Katella Avenue	Orange	CA	92867	(949) 496-9800
Kuljeet Singh	302 East Walker	Orland	CA	95963	(202) 286-0993
Kuljeet Singh	1124 Oro Dam Blvd East	Oroville	CA	95965	(202) 286-0993
Samer Al-Jamea	1285 Linda Mar Shopping Center	Pacifica	CA	94044	(650) 355-0630
Gurminder Singh	702 Colorado Avenue	Palo Alto	CA	94303	(650) 339-8364
Harvender "Harry" Singh	102 Ward Ave	Patterson	CA	95363	(209) 892-5800
Ali Kerachi	227 S. McDowell Blvd.	Petaluma	CA	94954	(925) 687-3011
Amir Syed	131 Kentucky Street	Petaluma	CA	94952	(202) 286-0993
Greg Merritt	1409 Fitzgerald Drive	Pinole	CA	94564	(510) 223-8288
Kuljeet Singh	1331 Buchanan Road	Pittsburg	CA	94565	(202) 286-0993
Kuljeet Singh	408 Bailey Road	Pittsburg	CA	94565	(202) 286-0993
Kuljeet Singh	512 Main Street	Placerville	CA	95667	(202) 286-0993
Kuljeet Singh	3975 Missouri Flat Road #240	Placerville	CA	95667	(202) 286-0993
Navdeep Singh Nannar	1938 Oak Park Blvd	Pleasant Hill	CA	94523	(510) 222-2516
Simon Nouhi	716 Contra Costa Blvd	Pleasant Hill	CA	94523	(925) 681-3011
Abbas Mashhadalireza	4855 Hopyard Road, Suite C-1	Pleasanton	CA	94588	(925) 847-0750
Abbas Mashhadalireza	6654 Koll Center Parkway	Pleasanton	CA	94566	(925) 487-8075
Aaron Neilson	3801 West Temple Ave., Bldg 55	Pomona	CA	91768	(909) 869-6972
Baljit "Bobby" Banwait	1138 West Henderson Ave	Porterville	CA	93257	(559) 781-3602
Ali Khajavipour	13510 Poway Road	Poway	CA	92064	(714) 319-5424
Refugio(Jr) Rodriguez	8035 San Miguel Canyon Rd	Prunedale	CA	93907	(831) 429-9137
Kerri Hoover	60 East Main Street	Quincy	CA	95971	(530) 283-2320
Kuljeet Singh	2234 Sunrise Blvd.	Rancho Cordova	CA	95670	(202) 286-0993
Ommar Choudhry	7201 Archibald Ave	Rancho Cucamonga	CA	91701	(909) 980-8040

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Rafael Vasquez	22205 El Paseo, Shops S5	Rancho Santa Margarita	CA	92688	(949) 496-9800
Kuljeet Singh	116 W Belle Mill Road	Red Bluff	CA	96080	(202) 286-0993
Kuljeet Singh	900 Dana Drive, Suite A15	Redding	CA	96003	(202) 286-0993
Kuljeet Singh	6548 Westside Road	Redding	CA	96001	(202) 286-0993
Kuljeet Singh	70 Lake Boulevard	Redding	CA	96003	(202) 286-0993
Kuljeet Singh	3633 Eureka Way	Redding	CA	96001	(202) 286-0993
Mark Farzan	1876 S Pacific Coast Hwy	Redondo Beach	CA	90277	(213) 999-9424
Ginna Geiger	128 Woodside Plaza	Redwood City	CA	94061	(650) 366-4961
Gurminder Singh	150 N Wilma Avenue, Suite 5	Ripon	CA	95366	(650) 339-8364
Amarbir Singh	2441 Claribel Rd	Riverbank	CA	95367	(925) 969-3900
Behzad Cohan	7732 Limonite Avenue	Riverside	CA	92509	(818) 290-8100
Behzad Cohan	2585 Canyon Springs Parkway #A	Riverside	CA	92507	(818) 290-8100
Kuljeet Singh	2345 Sunset Boulevard	Rocklin	CA	95765	(202) 286-0993
Ali Kerachi	40 Raleys Towne Centre	Rohnert Park	CA	94928	(925) 687-3011
Kuljeet Singh	8755-A Sierra College Blvd	Roseville	CA	95661	(202) 286-0993
Kuljeet Singh	4010 Foothills Blvd, Suite 108	Roseville	CA	95747	(202) 286-0993
Kuljeet Singh	9055 Woodcreek Oaks Blvd. #190	Roseville	CA	95747	(202) 286-0993
Charles Brennan	3005 Freeport Boulevard	Sacramento	CA	95818	(916) 781-3365
Charles Brennan	9138 Kiefer Blvd.	Sacramento	CA	95826	(916) 781-3365
Charles Brennan	8345 Elk Grove Florin Road	Sacramento	CA	95829	(916) 781-3365
Charles Brennan	4680 Natomas Blvd., Suite 170	Sacramento	CA	95835	(916) 781-3365
Charles Brennan	3290 Arena Blvd	Sacramento	CA	95834	(916) 781-3365
Kuljeet Singh	398 Florin Road	Sacramento	CA	95831	(202) 286-0993
Kuljeet Singh	1307 Florin Road	Sacramento	CA	95831	(202) 286-0993
Kuljeet Singh	4215 Norwood Avenue, Suite 2	Sacramento	CA	95838	(202) 286-0993
Kuljeet Singh	1566 Howe Avenue	Sacramento	CA	95825	(202) 286-0993
Kuljeet Singh	5101 Folsom Blvd.	Sacramento	CA	95819	(202) 286-0993
Kuljeet Singh	6000 J Street, Room 1106	Sacramento	CA	95819	(202) 286-0993
Mandeep Dhillon	127 K St	Sacramento	CA	95814	(916) 607-4514

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Mandeep Dhillon	3327 Watt Ave	Sacramento	CA	95821	(916) 607-4514
Chris Swanson	1457 N. Main Street	Salinas	CA	93906	(831) 637-1105
Chris Swanson	1160 S. Main Street	Salinas	CA	93901	(831) 637-1105
Jason Shoker	851 Cherry Avenue	San Bruno	CA	94066	(650) 598-0760
Taranpreet Singh Ghandi	1324 El Camino Real	San Carlos	CA	94070	(510) 760-9013
Massoumeh Abolhosseini	612 Camino de los Mares	San Clemente	CA	92672	(949) 496 -7701
Ali Khajavipour	16761 Bernardo Center Drive	San Diego	CA	92128	(714) 319-5424
Joe Sassano	3250 Governor Drive	San Diego	CA	92122	(858) 457-0125
Ali Khajavipour	13293 Black Mountain Road	San Diego	CA	92129	(714) 319-5424
Izak Ondre	6110 Friars Road, Suite 111	San Diego	CA	92108	(619) 296-0911
Ali Khajavipour	3145 Sports Arena Boulevard	San Diego	CA	92110	(858) 487-4030
Samuel Bower	3146 Mission Blvd	San Diego	CA	92109	(949) 375-5919
Ali Khajavipour	10415 Tierrasanta Blvd.	San Diego	CA	92124	(714) 319-5424
Mike Digneo	4523 Mission Street	San Francisco	CA	94112	(415) 624-9160
Gladys Malouf	2660 San Bruno Avenue	San Francisco	CA	94134	(415) 468-7100
Amir Shayesteh	801 Van Ness Avenue	San Francisco	CA	94109	(415) 387-5054
Amir Shayesteh	3567 Geary Blvd	San Francisco	CA	94118	(415) 387-5054
Jeffrey Spiegel	737 Portola Drive	San Francisco	CA	94127	(415) 681-9595
Amir Syed	1503 N. Point Street	San Francisco	CA	94123	(202) 286-0993
Sandra Burkitt	1175 Lincoln Avenue	San Jose	CA	95125	(408) 265-5128
Davoud Khoshkbariie	3253 Stevens Creek Blvd.	San Jose	CA	95117	(408) 296-3040
Jafar Hassanzadeh	2351 McKee Road	San Jose	CA	95116	(408) 259-3940
Gundeep Sethi	6217 Santa Teresa Blvd. & Cottle Rd	San Jose	CA	95119	(510) 677-4664
Abbas Mashhadalireza	2550 Berryessa Road	San Jose	CA	95132	(925) 487-8075
Gundeep Sethi	4400 Stevens Creek Blvd.	San Jose	CA	95129	(510) 677-4664
Harjinder "Harry" Gill	5385 Camden Ave	San Jose	CA	95124	(408) 772-9929
Shawn Mehrtash	5885 Santa Teresa Blvd.	San Jose	CA	95123	(408) 264-7155
Kevin Kashefi	3730 N First St	San Jose	CA	95134	(925) 200-8337
Amir Samadi	5440-A Thornwood Drive	San Jose	CA	95123	(415) 559-2264

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Nathan Kennedy	1159 Redmond Ave	San Jose	CA	95120	(408) 709-0617
Harjinder "Harry" Gill	1125 S. Bascom Avenue	San Jose	CA	95128	(408) 772-9929
Gundeep Sethi	3212 S. White Road	San Jose	CA	95148	(510) 677-4664
Rachhpal "Paul" Nannar	15255 E 14th St	San Leandro	CA	94578	(510) 222-2516
Ali Kerachi	1359 Washington Avenue	San Leandro	CA	94577	(925) 687-3011
Jobanpreet Randhawa	13700 Doolittle Drive #104	San Leandro	CA	94577	(510) 614-0500
Rachhpal "Paul" Nannar	15960 Hesperian Blvd	San Lorenzo	CA	94580	(510) 222-2516
Harry Singh	2256 Broad Street	San Luis Obispo	CA	93401	(209) 597-1106
Gundeep Sethi	1304 W. Hillsdale Blvd.	San Mateo	CA	94403	(510) 677-4664
Aziz Hararah	430 South Norfolk Street	San Mateo	CA	94401	(650) 375-1300
Bob Bach	61 West 43rd Ave	San Mateo	CA	94403	(650) 740-2787
Mohsen Ghaseminia	1852 South Norfolk Street	San Mateo	CA	94403	(408) 481-3381
Gundeep Sethi	844 North Delaware Street	San Mateo	CA	94401	(510) 677-4664
Kevin Kashefi	13100 San Pablo Avenue	San Pablo	CA	94805	(925) 200-8337
Sundip "Sunny" Sangha	2200 4th St	San Rafael	CA	94901	(530) 923-1555
Abbas Mashhadalireza	2540 San Ramon Valley Boulevard	San Ramon	CA	94583	(925) 487-8075
Behzad Cohan	775 Bethel Ave	Sanger	CA	93657	(818) 290-8100
Mehran "Ron" Kaghazchi "Kay"	1212 East 17th Street	Santa Ana	CA	92701	(714) 542-6111
Rafael Vasquez	2860 S. Bristol Street, C-2	Santa Ana	CA	92704	(949) 496-9800
Sharon Baker	2615 The Alameda	Santa Clara	CA	95050	(408) 370-0399
Gundeep Sethi	2117 Mission Street	Santa Cruz	CA	95060	(510) 677-4664
Paul Gill	598 W Main Street	Santa Paula	CA	93061	(213)675-1656
Kuljeet Singh	2424 Magowan Drive	Santa Rosa	CA	95405	(202) 286-0993
Kuljeet Singh	550 Montecito Center	Santa Rosa	CA	95405	(202) 286-0993
Kuljeet Singh	2065 Occidental Road	Santa Rosa	CA	95401	(202) 286-0993
Kuljeet Singh	1791 Marlow Road	Santa Rosa	CA	95401	(202) 286-0993
Ali Kerachi	1003 Guerneville Road	Santa Rosa	CA	95403	(925) 687-3011
Ali Khajavipour	9824 Magnolia Avenue	Santee	CA	92071	(714) 319-5424
Harjinder Gill	18482 Prospect Rd	Saratoga	CA	95070	(831) 429-9137

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Jeff Acton	245 Mount Hermon Road, Suite A	Scotts Valley	CA	95066	(831) 637-8277
Gary Plummer	1717 Fremont Blvd.	Seaside	CA	93955	(831) 424-0962
Ali Kerachi	775 Gravenstein Hwy S	Sebastopol	CA	95472	(415) 793-7510
Sandeep & Natasha Gill	2410 Sycamore Drive	Simi Valley	CA	93065	(805) 842-1495
Sylvia Barrientos	2135 H De La Rosa Sr St	Soledad	CA	93960	(831) 206-4056
Kuljeet Singh	201 W. Napa Street	Sonoma	CA	95476	(202) 286-0993
Richard Loudermilk	154 W. Stockton Street	Sonora	CA	95370	(209) 499-9891
Richard Loudermilk	13761 Mono Way, Suite D	Sonora	CA	95370	(209) 499-9891
Jeff Acton	2690 41st Avenue	Soquel	CA	95073	(831) 637-8277
Kuljeet Singh	1062 Emerald Bay Road	South Lake Tahoe	CA	96150	(202) 286-0993
Behzad Cohan	1127 Fair Oaks Avenue	South Pasadena	CA	91030	(626) 836-8972
Bob Shoker	20 Chestnut Avenue	South San Francisco	CA	94080	(650) 598-0760
Mohsen Ghaseminia	2278 Westborough Blvd, Suite 205	South San Francisco	CA	94080	(408) 481-3380
Brad Friedman	2405 Pacific Avenue	Stockton	CA	95204	(925) 803-9111
Sarabjit Singh	8010 Holman Road	Stockton	CA	95212	(707) 349-9324
Yadwinder "Raj" Khahira	10952-A Trinity Parkway	Stockton	CA	95219	(510) 676-6160
Yadwinder "Raj" Khahira	2819 W. March Lane, Suite A-5	Stockton	CA	95219	(510) 676-6160
Kuljeet Singh	288 Sunset Avenue, Suite J	Suisun City	CA	94585	(202) 286-0993
Shawn Mehrtash	860 Old San Francisco Road	Sunnyvale	CA	94086	(408) 264-7155
Mohsen Ghaseminia	415 N Mary Avenue	Sunnyvale	CA	94085	(408) 481-3380
Mohsen Ghaseminia	665 S. Bernardo Ave.	Sunnyvale	CA	94087	(650) 208-0317
Emily Burns	2655 Main Street	Susanville	CA	96130	(925) 969-3900
Naseer Chohan	18365 Ventura Blvd.	Tarzana	CA	91356	(818) 344-5054
Singh, Gurpreet "Tony"	1100 West Tehachapi Blvd	Tehachapi	CA	93561	(408) 712-4222
Ali Kerachi	186 Northgate One	Terra Linda	CA	94903	(415) 793-7510
Hassan Tavakoly	4330 Redondo Beach Blvd.	Torrance	CA	90504	(202) 286-0993
Farzin Yazdy	2511 Naglee Rd	Tracy	CA	95304	(925) 548-1975
Farzin Yazdy	2630 South Tracy Boulevard	Tracy	CA	95376	(925) 548-1975
Kuljeet Singh	11200-7 Donner Pass Rd.	Truckee	CA	96161	(202) 286-0993

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Behzad Cohan	150 East Cross Avenue	Tulare	CA	93274	(818) 290-8100
Guillermo Arreguin	2650 Geer Road	Turlock	CA	95382	(209) 632-1083
David Basile	13771 Newport Avenue #17	Tustin	CA	92780	(714) 595-1375
Kuljeet Singh	292 S. State Street	Ukiah	CA	95482	(202) 286-0993
Elva Figueroa	1744 Decoto Road	Union City	CA	94587	(510) 489-3131
Masoud "Max" Zadeh	830 E. Foothill Blvd., #5	Upland	CA	91786	(818) 335-1244
Kuljeet Singh	888 Alamo Drive	Vacaville	CA	95688	(202) 286-0993
Kuljeet Singh	3045 Alamo Drive	Vacaville	CA	95687	(202) 286-0993
Kuljeet Singh	140 Browns Valley Parkway	Vacaville	CA	95688	(202) 286-0993
Rachhpal "Paul" Nannar	2633 Springs Rd	Vallejo	CA	94591	(510) 222-2516
Gundeep Sethi	750 Admiral Callaghan Lane	Vallejo	CA	94591	(510) 677-4664
David Howard	87 Highway 26, Suite 2	Valley Springs	CA	95252	(209) 754-5900
Behzad Cohan	1691 E. Noble Ave.	Visalia	CA	93292	(818) 290-8100
Behzad Cohan	4035 S. Mooney Blvd., Ste F-5	Visalia	CA	93277	(818) 290-8100
Javed Naqi	1776 N. Broadway	Walnut Creek	CA	94596	(707) 384-8021
Jeff Acton	1975 Main Street	Watsonville	CA	95076	(831) 637-8277
Kuljeet Singh	120 Nugget Lane	Weaverville	CA	96093	(202) 286-0993
Rafael Vasquez	2270 S Azusa Ave #D	West Covina	CA	91792	(949) 496-9800
Mandeep Dhillon	2105 Town Center Plaza	West Sacramento	CA	95691	(916) 607-4514
Mandeep Dhillon	400 Ballpark Dr	West Sacramento	CA	94691	(916) 607-4514
Kuljeet Singh	1237 W Wood Street	Willows	CA	95988	(202) 286-0993
Kuljeet Singh	8499 Old Redwood Hwy	Windsor	CA	95492	(202) 286-0993
David Mello	196 East Grant Avenue	Winters	CA	95694	(916) 425-3210
Charles Brennan	421 Pioneer Ave	Woodland	CA	95776	(916) 781-3365
Dixon Suzuki	18518 Yorba Linda Blvd	Yorba Linda	CA	92886	(714) 307-2110
Steve DeClerck	735 S. Broadway	Yreka	CA	96097	(530) 842-4827
Kuljeet Singh	722 W. Onstott Frontage Rd	Yuba City	CA	95991	(202) 286-0993
Kuljeet Singh	1278 Stabler Lane	Yuba City	CA	95993	(202) 286-0993
Bob Bach	2005 Kalia Road	Honolulu	HI	96815	(808) 946-0850

Primary Contact	Address	City	State	Zip	Phone
Ryan Tanaka	227 Lewers St	Honolulu	HI	96815	(808) 946-0850
Cheryl Parker	1020-J Keolu Drive	Kailua	HI	96734	(808) 263-4016
David Mello	207 Piikea Avenue, Suite 61	Kihei	HI	96753	(916) 425-3210
David Mello	2580 Kekaa Drive	Lahaina	HI	96761	(916) 425-3210
Emily Burns	961 Topsy Lane, Suite 440	Carson City	NV	89705	(925) 969-3900
Emily Burns	3325 Retail Drive, Suite 110	Carson City	NV	89706	(925) 969-3900
Jonathan Dickerson	2503 Mountain City Highway	Elko	NV	89801	(801) 900-0576
Emily Burns	130 Shadow Lane #1	Fernley	NV	89408	(925) 969-3900
Jonathan Dickerson	1327 US Highway 395 N	Gardnerville	NV	89410	(408) 857-8594
Shelby Jobe	7141 South Eastern Avenue, Suite 4A-C	Las Vegas	NV	89119	(702) 812-7640
Shelby Jobe	7460 West Lake Mead Boulevard, Suite E-8	Las Vegas	NV	89128	(415) 500-4325
Emily Burns	5150 Mae Anne Ave	Reno	NV	89523	(925) 969-3900
Alex Meruelo	2500 E. 2nd Street, Suite 120	Reno	NV	89502	(775) 789-1646
Emily Burns	185 Damonte Ranch Parkway	Reno	NV	89511	(925) 969-3900
Ron Chadwick	1075 N. Hills Blvd. #110	Reno	NV	89506	(775) 771-2185
Emily Burns	4751 Galleria Pkwy, Suite 101	Sparks	NV	89436	(925) 969-3900
Jonathan Dickerson	1043 West 4th Street	Winnemucca	NV	89445	(801) 900-0576
Emily Burns	174 West Goldfield Ave, Ste B	Yerington	NV	89447	(925) 969-3900
Ramnik Thind	10150 SW Beaverton Hillsdale	Beaverton	OR	97005	(925) 969-3900
Ramnik Thind	10389 S.E. 82nd Ave.	Happy Valley	OR	97086	(925) 969-3900
Ramnik Thind	7525 SE Tualatin Valley Highway	Hillsboro	OR	97123	(925) 969-3900
Ramnik Thind	6055 Ulali Drive, NE	Keizer	OR	97303	(925) 969-3900
Ramnik Thind	16444 Boones Ferry Road	Lake Oswego	OR	97035	(925) 969-3900
Ramnik Thind	16550 SE McLoughlin Blvd	Milwaukie	OR	97267	(925) 969-3900
Ramnik Thind	2512 Portland Road	Newberg	OR	97132	(925) 969-3900
Ramnik Thind	750 N.E. 181st Avenue	Portland	OR	97230	(925) 969-3900
Ramnik Thind	6250 SE Foster Road	Portland	OR	97206	(925) 969-3900
Ramnik Thind	10070 SW Barbur Blvd	Portland	OR	97219	(925) 969-3900
Ramnik Thind	4141 NE 122nd Avenue	Portland	OR	97230	(925) 969-3900

Primary Contact	Address	City	State	Zip	Phone
Ramnik Thind	2040 NW Stewart Parkway	Roseburg	OR	97471	(925) 969-3900
Michael Stern	5600 SMU Blvd	Dallas	TX	75206	(469) 430-1475
Michael Stern	7777 Warren Pkwy	Frisco	TX	75034	(469) 430-1475
Michael Stern	7951 Collin McKinney Pkwy	McKinney	TX	75070	(469) 430-1475
Alex Eremian	842 NW Loop 410	San Antonio	TX	78216	(415) 377-4943
Marc Sharrow	1145 E. Sunset Drive #135	Bellingham	WA	98226	(360) 428-8962
Paul Barbano	21117 State Route 410	Bonney Lake	WA	98391	(206) 310-5654
Brian Weissman	15730 First Ave S	Burien	WA	98148	(805) 403-5243
Ramnik Thind	3136 NE 3rd Avenue	Camas	WA	98607	(925) 969-3900
Kulvir Grewal	34410 16th Ave S	Federal Way	WA	98003	(916) 840-9545
Justin Himenes	5500 Olympic Drive, #H101	Gig Harbor	WA	98335	(661)809-3344
Eric Van Winkle	3300 W Clearwater Ave	Kennewick	WA	99336	(509) 947-0198
Kulvir Grewal	16108 Ash Way	Lynnwood	WA	98087	(916) 840-9544
Marc Sharrow	115 E. College Way	Mount Vernon	WA	98273	(360) 428-8962
Eric Van Winkle	3201 West Court St	Pasco	WA	99301	(509) 947-0197
Paul Barbano	16016 Meridian East	Puyallup	WA	98375	(206) 310-5654
Justin Himenes	302 SW 43rd Street	Renton	WA	98055	(661) 809-3344
Eric Van Winkle	1435 George Washington Way	Richland	WA	99352	(509) 947-0199
Eric Van Winkle	1769 Leslie Rd	Richland	WA	99352	(509) 947-0200
Brian Weissman	15725 Westminster Way, Suite B	Shoreline	WA	98133	(805) 403-5243
Justin Himenes	3276 N.W. Plaza Rd, Suite 101	Silverdale	WA	98383	(661) 809-3344
Mandeep Behl	4510 South Regal Street	Spokane	WA	99223	(415) 601-2938
Mandeep Behl	1908 West Francis Ave.	Spokane	WA	99205	(415) 601-2938
Mandeep Behl	15402 East Sprague Ave.	Spokane Valley	WA	99037	(415) 601-2938
Lance Hungerford	2629 N. Pearl	Tacoma	WA	98407	(253) 988-3804
Lance Hungerford	7921 South Hosmer, Suite A-1	Tacoma	WA	98408	(253) 988-3804
Lance Hungerford	7011 27th Street West	University Place	WA	98466	(253) 988-3804
Ramnik Thind	13009 NE Highway 99	Vancouver	WA	98686	(925) 969-3900
Ramnik Thind	616 NE 81st St, Ste A	Vancouver	WA	98665	(925) 969-3900

Primary Contact	Address	City	State	Zip	Phone
Ramnik Thind	13503 SE Mill Plain Blvd, Ste1	Vancouver	WA	98684	(925) 969-3900
Ramnik Thind	5016 N.E. Thurston Way	Vancouver	WA	98661	(925) 969-3900
Greg Kasper	1300 N. 40th Avenue	Yakima	WA	98908	(509) 248-7210

FRANCHISEES WHO SIGNED AGREEMENTS FOR UNITS NOT YET OPEN AS OF DECEMBER 25, 2022

Name	Company	Phone	Address
Baljit Singh (2 units)	KB Foods Inc.	909-908-1460	4320 Briganti Lane, Riverside, CA 92505
Craig Lowman	CR&K, LLC.	907-229-2243	13245 Ridgewood Circle, Anchorage, AK 99516
Kuljeet Singh	Circle Pizza	202-286-0993	PO Box 1646, Rancho Cordova, 95741
Tony Mehroke	Individual	916-753-0177	9397 Miko Circle, Elk Grove, CA 95624
Yadwinder Raj Khahira	Individual	510-676-6160	3772 Vernazza Ct, Manteca, CA 95377
Kevin Kashefi	KiaNik, LLC	925-200-8337	5568 London Way, San Ramon, CA 94582
Sue Albohosseini	Kiyan Corp	949-812-1716	1180 El Camino Avenue #116, Corona, CA 92879
Firas Qanbar	Individual	619-971-9317	11926 Calle Limonero, El Cajon, CA 92019
Paul Tran	Your Royalty LLC	832-878-5309	5902 Bridlewood Drive, Richmond, CA 77469
Bob Shoker	Shaheed Corporation	650-219-3112	1230 Ralston Avenue, Belmont, CA 94002
Dago Rodriguez	DR & MF Inc	760-469-7985	83-465 San Asis Avenue, Coachella, CA 92236
Mike Stern and Shelby Jobe	SNM Management Group LLC	916-627-6636	650 E. State Highway 121, Suite 108, Lewisville, TX 75057

FORMER FRANCHISEES AND CLOSED OUTLETS AS OF DECEMBER 25, 2022

Name	City	State	Phone
Michael Osogwin	Brea	CA	7146712821
Felicia Yu	Fontana	CA	9093573050
Jamshid Nourani	Long Beach	CA	5624397799
David Levens	Los Altos	CA	6509410237
Leticia Vasquez	Los Angeles	CA	3239474046
Kuljeet Singh	Redding	CA	5302249996
Charles Brennan	Sacramento	CA	9164412662
Sharon Baker	San Jose	CA	4083719550
Abbas Mashhadalireza	San Ramon	CA	9258671606
Shawn Mehrtash	Sunnyvale	CA	4082455905
Ramnik Thind	Hillsboro	OR	5105079700
Ramnik Thind	Medford	OR	5105079700
Len Nishiguchi	Springfield	OR	5417412165
David Lundgren	Auburn	WA	2537354000

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

Exhibit I

Financial Statements

The Round Table Franchise Corporation

Consolidated Financial Statements

For the Years Ended December 25, 2022, December 26, 2021 and December 27, 2020

bakertilly

Independent Auditors' Report

To the Shareholder and Board of Directors of
The Round Table Franchise Corporation

Report on the Audit of the Consolidated Financial Statements

Opinion

We have audited the consolidated financial statements of The Round Table Franchise Corporation (the "Company"), which comprise the consolidated balance sheets as of December 25, 2022 and December 26, 2021, and the related consolidated statements of operations, changes in shareholder's equity and cash flows for the years ended December 25, 2022 and December 26, 2021, and the related notes to the consolidated financial statements.

In our opinion, the accompanying consolidated financial statements present fairly, in all material respects, the financial position of the Company as of December 25, 2022 and December 26, 2021, and the results of its operations and its cash flows for the years ended December 25, 2022 and December 26, 2021 in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Consolidated Financial Statements section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Consolidated Financial Statements

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

In preparing the consolidated financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern within one year after the date that the consolidated financial statements are available to be issued.

Auditors' Responsibilities for the Audit of the Consolidated Financial Statements

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the consolidated financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.

- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements.

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.

- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the consolidated financial statements.

- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings and certain internal control-related matters that we identified during the audit.

Other Matter - Change in Ownership

As discussed in Note 1 to the consolidated financial statements, on July 22, 2021, the Company completed the sale of substantially all its outstanding equity interests and net assets under a Stock Purchase Agreement with LS GFG Holdings Inc., LS Global Franchise L.P., and FAT Brands, Inc. Our opinion is not modified with respect to this matter.

Other Matter – Prior Year Financial Statements

The financial statements of the Company, as of and for the years ended December 27, 2020 were audited by other auditors, whose report, dated April 9, 2021 expressed an unmodified opinion on those statements.

BAKER TILLY US, LLP

Baker Tilly US, LLP

Los Angeles, California
April 7, 2023

THE ROUND TABLE FRANCHISE CORPORATION

CONSOLIDATED BALANCE SHEETS

(IN THOUSANDS, EXCEPT FOR SHARE AMOUNTS)

	December 25, 2022	December 26, 2021
Assets		
Current assets		
Cash and cash equivalents	$ 3,847	$ 4,959
Accounts receivable, net	5,302	4,913
Other current assets	—	800
Total current assets	9,149	10,672
Due from affiliates	22,041	3,449
Other intangible assets, net	121,494	123,828
Goodwill	32,404	32,404
Fixed assets	270	—
Total assets	$ 185,358	$ 170,353
Liabilities and Shareholder's Equity		
Current liabilities		
Accounts payable and accrued expenses	$ 9,586	$ 6,668
Accrued advertising	4,611	227
Deferred income, current portion	207	4,281
Total current liabilities	14,404	11,176
Deferred income, net of current portion	1,988	1,558
Deferred tax liabilities, net	28,604	29,247
Total liabilities	44,996	41,981
Commitments and contingencies (Note 7)		
Total shareholder's equity	140,362	128,372
Total liabilities and shareholder's equity	$ 185,358	$ 170,353

The accompanying notes are an integral part of these audited consolidated financial statements.

THE ROUND TABLE FRANCHISE CORPORATION

CONSOLIDATED STATEMENTS OF OPERATIONS

(IN THOUSANDS)

	Fiscal Years Ended		
	December 25, 2022	**December 26, 2021**	**December 27, 2020**
Revenues			
Royalties	$ 16,715	$ 16,463	$ 14,897
Franchise fees	462	439	1,219
Advertising fees	16,733	16,348	—
Total revenues	33,910	33,250	16,116
Expenses			
Management fees	—	3,822	5,383
General and administrative expenses	2,216	2,022	20
Advertising expense	16,733	16,348	—
Bad debt expense (recovery), net	9	(345)	432
Total expenses	18,958	21,847	5,835
Income from operations	14,952	11,403	10,281
Interest and other income	—	—	591
Income before income tax provision	14,952	11,403	10,872
Income tax provision	(3,368)	(2,870)	(2,771)
Net income	$ 11,584	$ 8,533	$ 8,101

The accompanying notes are an integral part of these audited consolidated financial statements.

THE ROUND TABLE FRANCHISE CORPORATION
(A WHOLLY-OWNED SUBSIDIARY OF FAT BRANDS GFG ROYALTY I, LLC)
CONSOLIDATED STATEMENTS OF CHANGES IN SHAREHOLDER'S EQUITY

(IN THOUSANDS)

	Common Stock	Retained Earnings (Accumulated Deficit)	Total
Balance at December 27, 2020	$ 2,621	$ (1,965)	$ 656
Adjustment for modified retrospective adoption of ASC 606	—	(903)	(903)
Net income	—	8,533	8,533
Dividends to former shareholder	—	(7,322)	(7,322)
Acquisition by Parent	122,982	4,426	127,408
Balance at December 26, 2021	125,603	2,769	128,372
Contributions from Parent	406	—	406
Net income	—	11,584	11,584
Balance at December 25, 2022	$ 126,009	$ 14,353	$ 140,362

The accompanying notes are an integral part of these audited consolidated financial statements.

THE ROUND TABLE FRANCHISE CORPORATION
(A WHOLLY-OWNED SUBSIDIARY OF FAT BRANDS GFG ROYALTY I, LLC)
CONSOLIDATED STATEMENTS OF CASH FLOWS

(IN THOUSANDS)

	Fiscal Years Ended		
	December 25, 2022	**December 26, 2021**	**December 27, 2020**
Cash Flows From Operating Activities			
Net income	$ 11,584	$ 8,533	$ 8,101
Adjustments to reconcile net income to net cash provided by operating activities:			
Deferred taxes	(643)	(495)	163
Depreciation and amortization	2,468	972	—
Provision for bad debt	(91)	(345)	432
Changes in operating assets and liabilities:			
Accounts receivable, net	(299)	(1,872)	(123)
Other current assets	802	(804)	—
Accounts payable and accrued expenses	2,919	4,085	(35)
Deferred income	(3,644)	640	(63)
Accrued advertising	4,778	2,371	—
Net cash provided by operating activities	17,480	13,085	8,475
Cash Flows From Investing Activities			
Due from affiliates	(18,592)	(3,449)	—
Consolidation of Round Table Ad Fund	—	2,598	—
Net cash used in investing activities	(18,592)	(851)	—
Cash Flows From Financing Activities			
Distributions to shareholders	—	(7,322)	(8,428)
Net cash used in financing activities	—	(7,322)	(8,428)
Net (decrease) increase in cash and cash equivalents	(1,112)	4,912	47
Cash and cash equivalents, beginning of period	4,959	47	—
Cash and cash equivalents, end of period	$ 3,847	$ 4,959	$ 47
Supplemental disclosures of cash flow information:			
Non-cash contribution of assets from FAT Brands, Inc.	$ 405	$ —	$ —

The accompanying notes are an integral part of these audited consolidated financial statements.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

NOTE 1. ORGANIZATION AND RELATIONSHIPS

Nature of Business

The Round Table Franchise Corporation (the "Company") is a wholly-owned subsidiary of FAT Brands GFG Royalty I, LLC ("GFG Royalty"), a Delaware limited liability company.

On July 22, 2021, FAT Brands Inc. ("FAT") completed the acquisition LS GFG Holdings Inc. and its direct and indirect subsidiaries, including the Company (collectively, "GFG"). FAT is a strategic restaurant brand company with a focus on franchising. Immediately following the closing of the acquisition, FAT contributed substantially all of the revenue-generating assets of GFG, including ownership of the Company, together with franchise agreements, area development agreements and intellectual property, to its wholly owned subsidiary, GFG Royalty, pursuant to a Contribution Agreement dated July 22, 2021.

The Company is a franchisor of Round Table Pizza restaurants, a chain of pizza parlors in the western United States. The total number of restaurants open and in operation under franchise agreements was 409 and 411 at December 25, 2022 and December 26, 2021, respectively.

COVID-19

The outbreak of the COVID-19 pandemic in March 2020 had a number of adverse effects on our business and that of our franchisees, including temporary and permanent closures of restaurant locations, reduced or modified store operating hours, difficulties in staffing restaurants and supply chain disruptions. While the disruptions to our business from the COVID-19 pandemic have mostly subsided, the resurgence of COVID-19 or its variants, as well as an outbreak of other widespread health epidemics or pandemics, could cause a closure of restaurants and disrupt our operations and have a material adverse effect on our business, financial condition and results of operations.

NOTE 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Operations

The Company operates on a 52-week calendar and its fiscal year ends on the last Sunday of the calendar year. Consistent with industry practice, the Company measures its stores' performance based upon 7-day work weeks. Using the 52-week cycle ensures consistent weekly reporting for operations and ensures that each week has the same days, since certain days are more profitable than others. The use of this fiscal year means a 53rd week is added to the fiscal year every 5 or 6 years, as will be the case in fiscal year 2023. In a 52-week year, all four quarters are comprised of 13 weeks. In a 53-week year, one extra week is added to the fourth quarter. Fiscal years 2022, 2021 and 2020 were 52-week years.

Principles of Consolidation

The accompanying consolidated financial statements include the accounts of the Company and its subsidiaries. Intercompany accounts have been eliminated in consolidation.

Use of Estimates in the Preparation of the Consolidated Financial Statements

The preparation of the consolidated financial statements in conformity with accounting principles generally accepted in the United States of America ("US GAAP") requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements and the reported amounts of revenues and expenses during the reporting period. Significant estimates include the determination of fair values of goodwill and other intangible assets, the allocation of basis between assets acquired, sold or retained, and allowances for uncollectible notes receivable and accounts receivable. Estimates and assumptions also affect the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Accounts Receivable

Accounts receivable are recorded at the invoiced amount and are stated net of an allowance for doubtful accounts. The allowance for doubtful accounts is the Company's best estimate of the amount of probable credit losses in existing accounts receivable. The allowance is based on historical collection data and current franchisee information. Account balances are charged off against the allowance after all means of collection have been exhausted and the potential for recovery is considered remote.

The Company recorded bad debt expense of $0.1 million and $0.4 million for the years ended December 25, 2022 and December 27, 2020, respectively. The Company recorded a recovery of previously recorded bad debt expense of $0.3 million for the year ended December 26, 2021. There was an allowance for doubtful accounts of $0.0 million and $0.1 million as of December 25, 2022 and December 26, 2021, respectively.

Credit and Depository Risks

Financial instruments that potentially subject the Company to concentrations of credit risk consist principally of cash and accounts receivable. Cash and cash equivalents balances are maintained in financial institutions, which at times, exceed federally insured limits. The Company monitors the financial condition of these institutions and has not experienced losses on these accounts.

Goodwill and Other Intangible Assets

Goodwill and other intangible assets with indefinite lives, such as trademarks, are not amortized but are reviewed for impairment annually, or more frequently if indicators arise. Franchise agreements are amortized over their useful lives.

Fair Value Measurements

The Company determines the fair market values of its financial assets and liabilities, as well as non-financial assets and liabilities that are recognized or disclosed at fair value on a recurring basis, based on the fair value hierarchy established in US GAAP. As necessary, the Company measures its financial assets and liabilities using inputs from the following three levels of the fair value hierarchy:

- Level 1 inputs are quoted prices in active markets for identical assets or liabilities.
- Level 2 inputs are observable for the asset or liability, either directly or indirectly, including quoted prices in active markets for similar assets or liabilities.
- Level 3 inputs are unobservable and reflect the Company's own assumptions.

The Company does not have a material amount of financial assets or liabilities that are required to be measured at fair value on a recurring basis under U.S. GAAP. None of the Company's non-financial assets or non-financial liabilities are required to be measured at fair value on a recurring basis.

Revenue Recognition

Franchise Fees - The franchise arrangement is documented in the form of a franchise agreement. The franchise arrangement requires the Company to perform various activities to support the brand that do not directly transfer goods and services to the franchisee, but instead represent a single performance obligation, which includes the transfer of the franchise license. The services provided by the Company are highly interrelated with the franchise license and are considered a single performance obligation. Franchise fee revenue from the sale of individual franchises is recognized over the term of the individual franchise agreement on a straight-line basis. Unamortized non-refundable deposits collected in relation to the sale of franchises are recorded as deferred franchise fees.

The franchise fee may be adjusted from time to time at management's discretion. Deposits are non-refundable upon acceptance of the franchise application. In the event a franchisee does not comply with their development timeline for opening franchise stores, the franchise rights may be terminated, at which point the franchise fee revenue is recognized for non-refundable deposits.

Royalties – In addition to franchise fee revenue, the Company collects a royalty calculated as a percentage of net sales from our franchisees. Royalties are recognized as revenue when the related sales are made by the franchisees. Royalties collected in advance of sales are classified as deferred income until earned.

Advertising – The Company requires advertising fee payments from franchisees based on a percent of net sales. The Company also receives, from time to time, payments from vendors that are to be used for advertising. Advertising funds collected are required to be spent for specific advertising purposes. Advertising revenue and the associated expense are recorded gross on the Company's consolidated statement of operations. Assets and liabilities associated with the related advertising fees are reflected in the Company's consolidated balance sheet.

Income Taxes

The Company accounts for income taxes as if it filed on a stand-alone basis using the asset and liability method. Under this method, deferred tax assets and liabilities are determined based on the differences between financial reporting and tax reporting bases of assets and liabilities and are measured using enacted tax rates and laws that are expected to be in effect when the differences are expected to reverse. Realization of deferred tax assets is dependent upon future earnings, the timing and amount of which are uncertain.

Recently Issued Accounting Standards: In June 2016, the Financial Accounting Standards Board (the "FASB") issued ASU 2016-13, *Financial Instruments-Credit Losses (Topic 326)-Measurement of Credit Losses on Financial Instruments,* and later amended the ASU in 2019, as described below. This guidance replaces the current incurred loss impairment methodology. Under the new guidance, on initial recognition and at each reporting period, an entity is required to recognize an allowance that reflects its current estimate of credit losses expected to be incurred over the life of the financial instrument based on historical experience, current conditions and reasonable and supportable forecasts.

In November 2019, the FASB issued ASU No. 2019-10, *Financial Instruments-Credit Losses (Topic 326), Derivatives and Hedging (Topic 815), and Leases (Topic 842): Effective Dates ("ASU 2019-10")*. The purpose of this amendment is to create a two-tier rollout of major updates, staggering the effective dates between larger public companies and all other entities. This granted certain classes of companies, including Smaller Reporting Companies ("SRCs"), additional time to implement major FASB standards, including ASU 2016-13. Larger public companies will have an effective date for fiscal years beginning after December 15, 2019, including interim periods within those fiscal years. All other entities are permitted to defer adoption of ASU 2016-13, and its related amendments, until fiscal years beginning after December 15, 2022, including interim periods within those fiscal years. Under the current SEC definitions, our Parent meets the definition of an SRC and is adopting the deferral period for ASU 2016-13. The guidance requires a modified retrospective transition approach through a cumulative-effect adjustment to retained earnings as of the beginning of the period of adoption. The Company does not expect the adoption of this standard will have a material impact on its consolidated financial statements.

In March 2022, the FASB issued ASU No. 2022-02, *Financial Instruments-Credit Losses (Topic 326): Troubled Debt Restructurings and Vintage Disclosures.* The purpose of this amendment is to enhance disclosure requirements for certain loan refinancings and restructurings by creditors when a borrower is experiencing financial difficulty. It requires that an entity disclose current-period gross write-offs by year of origination for financing receivables and net investments in leases. The amendments should be applied prospectively and are effective for fiscal years beginning after December 15, 2022, including interim periods within those fiscal years. Early adoption of the amendments is permitted if an entity has adopted the amendments in ASU 2016-13 described above, including adoption in an interim period. The Company will evaluate ASC No. 2022-02 and does not expect the adoption of this standard will have a material impact on its consolidated financial statements.

NOTE 3. ACQUISITION BY FAT BRANDS, INC.

On July 22, 2021, the Company was acquired by FAT as part of the overall acquisition of GFG. Immediately following the closing of the acquisition of GFG, FAT contributed the Company to GFG Royalty pursuant to a contribution agreement.

The valuation of net tangible and intangible assets acquired was (in millions):

Cash	$	2.5
Accounts receivable		4.3
Other intangible assets		124.8
Goodwill		32.4
Accounts payable and accrued expenses		(2.6)
Due to affiliates		(2.0)
Accrued advertising		(2.4)
Deferred tax liabilities		(29.7)
Deferred income		(1.7)
Total net identifiable assets	$	125.6

NOTE 4. GOODWILL AND OTHER INTANGIBLE ASSETS, NET

Intangible assets consisted of the following as of December 25, 2022 and December 26, 2021 (in millions):

		2022		2021
Franchise agreements		28.0	$	28.0
Less: accumulated amortization		(3.3)		(1.0)
Total franchise agreements		24.7		27.0
Trademarks		96.8		96.8
Total	$	121.5	$	123.8

Amortization expense for other intangible assets were $2.3 million, $1.0 million and $0.0 million for the years ended December 25, 2022, December 26, 2021 and December 27, 2020, respectively.

The expected future amortization of the Company's capitalized franchise agreements is as follows (in millions):

Fiscal Year:

2023	$	2.3
2024		2.3
2025		2.3
2026		2.3
2027		2.3
Thereafter		13.2
Total	$	24.7

Goodwill was $32.4 million as of both December 25, 2022 and December 26, 2021.

NOTE 5. INCOME TAXES

The Company accounts for income taxes under the asset and liability method. Under this method, deferred tax assets and liabilities are determined based on the differences between financial reporting and tax reporting bases of assets and liabilities and are measured using enacted tax rates and laws that are expected to be in effect when the differences are expected to reverse. Realization of deferred tax assets is dependent upon future earnings, the timing and amount of which are uncertain. A valuation allowance is recognized when the realization of our deferred tax assets is expected to be less than our carrying amounts.

Income tax provision related to continuing operations differ from the amounts computed by applying the statutory income tax rate of 21% to pretax income as follows (in millions):

	December 25, 2022	December 26, 2021	December 27, 2020
At statutory rate	$ 3.1	$ 2.4	$ 2.3
State taxes	0.3	0.5	0.5
Total	$ 3.4	$ 2.9	$ 2.8

A summary of current and deferred income tax expense included in the consolidated statements of income and shareholder's equity is as follows (in millions):

	December 25, 2022	December 26, 2021	December 27, 2020
Current			
Federal	$ 3.5	$ 2.7	$ 2.0
State	0.5	0.7	0.6
	4.0	3.4	2.6
Deferred			
Federal	(0.5)	(0.4)	0.2
State	(0.1)	(0.1)	—
	(0.6)	(0.5)	0.2
Total income tax provision	$ 3.4	$ 2.9	$ 2.8

The Company's effective tax rate differs from the federal statutory income tax rate primarily due to the effect of state income taxes.

Deferred income taxes result from timing differences in the recognition of income and expenses for income tax and financial reporting purposes.

Net deferred tax assets and liabilities are summarized as follows (in millions):

	December 25, 2022	December 26, 2021
Deferred revenue	$ 0.5	$ 0.4
Reserves and accruals	0.1	—
State tax deduction	—	0.1
Deferred state income tax	1.0	1.0
Other intangible assets	(30.2)	(30.7)
Total deferred tax liabilities	$ (28.6)	$ (29.2)

The Company may be subject to examination by the Internal Revenue Service (IRS), as well as states, for calendar years 2018 through 2021. The Company has not been notified of any federal or state income tax examinations.

NOTE 6. RELATED PARTY TRANSACTIONS

FAT's operations are structured in such a way that significant direct and indirect administrative functions are provided to the Company. These services included operational personnel to sell franchise rights, assist with training franchisees and assisting franchises with opening restaurants. FAT also provides executive administration and accounting services for the Company.

Management reviewed the expenses recorded at the parent companies and identified the common expenses that should be allocated to the subsidiaries. These expenses were allocated based on an estimate of management's time spent on the activities of the subsidiaries, and further allocated pro rata among the subsidiaries based on each subsidiary's respective revenues as a percentage of overall revenues of the subsidiaries.

The expenses are included in selling, general and administrative expenses on the consolidated statements of operations.

NOTE 7. COMMITMENTS AND CONTINGENCIES

Litigation

From time to time, various claims against the Company may arise in the ordinary course of business, including franchisee-related claims. Liabilities for loss contingencies arising from claims, assessments, litigation, fines, and penalties, and other sources are recorded when it is probable that a liability has been incurred and the amount can be reasonably estimated. Legal costs incurred in connection with loss contingencies are expensed as incurred.

Securitization

In connection with the acquisition of GFG, on July 22, 2021, FAT completed a whole business securitization (the "Securitization") through the creation of a bankruptcy-remote issuing entity, FAT Brands GFG Royalty I, LLC ("GFG Royalty"), in which GFG Royalty issued new notes pursuant to an asset-backed securitization (the "Securitization Notes") and indenture (the "Indenture"). Immediately following the closing of the acquisition of GFG, our Parent contributed the Company and other franchising subsidiaries of GFG to GFG Royalty, pursuant to a Contribution Agreement.

The restrictions placed on the Company and other GFG Royalty subsidiaries require that the Securitization Notes principal and interest obligations have first priority and amounts are segregated weekly to ensure appropriate funds are reserved to pay the quarterly principal and interest amounts due. The amount of weekly cash flow that exceeds the required weekly interest reserve is generally remitted to the FAT.

NOTE 8. CONCENTRATIONS

In 2022, 2021 and 2020, one franchise accounted for 17%, 18% and 11% of total revenue, respectively.

NOTE 9. SUBSEQUENT EVENTS

The Company has evaluated subsequent events from the balance sheet date through the date at which these financial statements were available to be issued and determined that there are no additional items to disclose.

Exhibit J

Brand Technology System Support Services Agreement

BRAND TECHNOLOGY SYSTEM SUPPORT SERVICES AGREEMENT

Customer Information	
Customer:	
Address:	
City:	
State:	Zip Code:
Telephone Number:	Fax Number:
Email Address:	

This **BRAND TECHNOLOGY SYSTEM SUPPORT SERVICES AGREEMENT** (the "**Agreement**") is made and entered into as of ____________________, 20__ ("**Effective Date**"), by and between The Round Table Franchise Corporation ("**RTP**") and the customer whose name and address appears above, for the Franchised Business (as defined below) #________ located at ____ ("**Customer**"). This Agreement also references those suppliers that are designated or approved by Franchisor (as defined below) for use in the Franchised Business, hereafter referred to as "**Approved Suppliers**" and the hardware, software and other items of technology (the "**Brand Technology System Standards**"), all of which have been or will be designed from time to time by Franchisor in its operations manuals or otherwise in writing (the "**Manuals**").

WHEREAS, Customer is a party to that certain Franchise Agreement with ____________ ("**Franchisor**") dated ___________ pertaining to the ownership and operation of a _______________ (the "**Franchised Business**") at location above (the "**Franchise Agreement**").

WHEREAS, Customer has purchased or subscribed to one or more element(s) of the Brand Technology System, as defined below.

WHEREAS, the Brand Technology System includes various items of hardware and software required for use in or used in the Franchised Business (collectively, the "**Brand Technology System**").

WHEREAS, RTP, directly or indirectly, is willing and agrees to provide certain customer support services to the Customer (the "**Services**") related to the Brand Technology System.

WHEREAS, Customer agrees to accept such Services and assumes certain responsibilities and obligations as more particularly set forth herein.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants hereinafter set forth, the parties agree as follows:

1. **TERM AND TERMINATION.**

(a) The Initial Term of the Agreement shall be from the Effective Date as set forth above for a period of twelve (12) months ("**Initial Term**"). Upon the expiration of the Initial Term, this Agreement shall automatically renew for successive one-year renewal terms unless one party notifies the other party of its intent to not renew this Agreement with at least sixty (60) days' prior written notice of the then-current term or this Agreement is terminated as otherwise provided herein.

(b) In the event RTP no longer provides the Services as described under this Agreement, Customer will be notified in writing and the Agreement will be terminated without penalty sixty (60) days following the date of such notice. In the event that RTP terminates the entire Agreement early, RTP will refund a prorated amount of fees that Customer paid in advance under this Agreement based on the number of weeks remaining in the term. Such refund shall be Customer's sole and exclusive remedy.

(c) Customer may elect not to renew this pursuant to Section 1(a) of this Agreement. Upon such termination, Customer must obtain comparable Services from a qualified third party, which RTP or Franchisor, as applicable, may require such third party to be approved by RTP and Franchisor in advance. In the event Customer permanently closes the Franchised Business, sells or transfers the Franchised Business to a third party, Customer shall notify RTP in writing no less than ninety (90) days prior to the closure of the Franchised Business and the Agreement shall terminate only with respect to such Franchised Business as of the date of such closure, transfer or sale.

(d) Notwithstanding the foregoing, (i) RTP may terminate this Agreement at any time, without cause, upon thirty (30) days' prior written notice; and (ii) the Initial Term shall be coterminous with the Franchise Agreement.

(e) RTP may terminate this Agreement should Customer default under Section 3 of this Agreement.

2. **CHARGES AND PAYMENTS**.

(a) In exchange for the Services that RTP provides to Customer, Customer shall pay RTP the fees for the services chosen by Customer as set forth on the Fee Schedule in <u>Attachment 1</u> (the "**Fees**") attached to this Agreement and incorporated herein. Not all Fees will be billed by RTP. In some cases, Fees may be directly billed by supplier.

(b) For any software single fee less than $600: Customer shall pay RTP in advance for all Fees together with any applicable sales, use excise, or other taxes related to the Services on a quarterly basis through ACH.

(c) For any software single fee more than $600: Customer shall pay RTP in advance for all Fees together with any applicable sales, use excise, or other taxes related to the Services, within 10 days of receiving an invoice for the Services through ACH.

(d) RTP will issue invoices for Fees on a periodic basis and Customer will pay such invoices in full within fifteen (15) days of the date of invoice.

(e) All payments of Fees made through ACH shall occur no more than fifteen (15) days before the quarter for which Customer is making payment. Customer shall execute the Bank Authorization Agreement for ACH transactions prescribed from time to time by RTP.

(f) Customer shall notify RTP within ten (10) days of any changes to bank information which will affect ACH withdrawals, including but not limited to bank account numbers, bank routing numbers, and insufficient funds.

(g) If for any reason Customer fails to pay any invoice issued pursuant to or in connection with this Agreement when due, RTP may charge Customer interest at eighteen percent (18%) per annum, or the highest rate allowed by applicable law, until paid in full. Additionally, RTP shall have the right to stop performing the Services until Customer pays in full all amounts owed under this Agreement. Upon termination of this Agreement, Customer shall still remain obligated to pay RTP all monies owed pursuant to this Agreement.

(h) For any hardware supplied by RTP, Customer shall pay RTP in advance by credit card for all such hardware, shipping, applicable taxes and a credit card fee of 4%.

(i) Charges for special shipping services beyond those that are standard or otherwise listed in this Agreement (such as Saturday delivery), are not included in the Fees and are Customer's responsibility. The Customer shall pay RTP its current hourly rate, including labor, travel time and expenses, if the Customer requests RTP to dispatch a Help Desk technician to a Customer site for training or support. All additional costs allowed under this Agreement, including those listed in Section, may be collected through the ACH withdrawal.

3. **DEFAULT**. Each of following shall constitute an "**Event of Default**" by Customer:

(a) Non-payment when due of any amount due and payable under this Agreement;

(b) Upon thirty (30) days prior written notice of breach from RTP, Customer's breach of any of its obligations under this Agreement (except for Customer's payment obligations under this Agreement) that remains uncured after expiration of such notice period;

(c) Customer becomes insolvent or commits an act of bankruptcy under the United States Bankruptcy Act, or shall file or have filed against it, voluntarily or involuntarily, a petition in bankruptcy or for reorganization or for the adoption of an arrangement or plan under the United States Bankruptcy Code or shall procure or suffer the appointment of a receiver for any substantial portion of its properties, or initiates or have initiated against it, voluntarily or involuntarily, any act, process or proceeding under any insolvency law or other statute or law providing for the modification or adjustment of the rights of creditors; or

(d) Customer fails to observe or perform any covenant or agreement binding on Customer under any other agreements it has with RTP within any applicable cure period.

4. **REMEDIES.**

(a) If an Event of Default occurs and continues beyond any applicable cure period, RTP may do any of the following:

(i) immediately terminate this Agreement;

(ii) stop performing any of the Services until the Event of Default is cured;

(iii) declare any amounts owed under this Agreement, whether then due or to become due, immediately due and payable and recover damages for such unpaid amount; and/or

(iv) require the immediate return of any leased or on-payment equipment to the appropriate dealer or vendor or RTP directly.

(b) An Event of Default under this Agreement shall constitute a default under any other agreement between RTP and Franchisor and Customer, including Customer's Affiliates. For purposes of this Agreement, an "Affiliate" of the Customer shall mean any person or entity which owns: (1) a majority of the equity interests of the Customer, (2) a majority of the equity interests of which is owned by the Customer, or (3) a majority of the equity interests of which is owned by a person or entity which owns a majority of the equity interests of the Customer. As used in this Agreement, "owns" or "owned" shall include both direct and indirect ownership.

(c) The remedies set forth in this Agreement are not exclusive, but are cumulative and in addition to any other remedies otherwise available to RTP and Franchisor in law and equity.

5. **EXCLUSION FROM SERVICE**. Unless agreed otherwise in writing, RTP shall have no obligation to provide Services: (i) to maintain, repair or replace equipment or parts that are identified as "hardware" in the Manuals or otherwise in writing (the "**Equipment**") when necessitated by catastrophe (including without limitation electrical surges or outages), accidents, neglect, misuse, spillage, fault or negligence of Customer, faulty electric power or air-conditioning, or any other causes; (ii) to service or repair accessories, apparatuses, attachments, or any other devices that RTP does not support; (iii) to make changes, modifications or alterations to Equipment; (iv) to rebuild or overhaul Equipment; (v) to replace expendable parts on the Equipment, including but not limited to printer consumable supplies, cables, or removable media; (vi) for any software listed in the Manuals or otherwise in writing (the "**Supported Software**") when necessitated by catastrophe, accidents, neglect, misuse, fault or negligence of Customer, faulty electric power or air-conditioning, or any other causes other than ordinary use; (vii) to correct any problems in the functionality of the Software that are caused when the Software is used in conjunction with software that is not software approved by RTP or Franchisor or used on a system other than the Brand Technology System on which the Software was originally installed; or (viii) to support any software or hardware not listed in the Manuals.

6. **LIMITATIONS OF SERVICE**. The Help Desk is accessible via email, text and telephone during the business hours listed in the Manuals. Any requests for service after these hours of operation will be addressed the following business day.

7. **WARRANTY CLAIMS ON EQUIPMENT AND SUPPORTED SOFTWARE**. With respect to the Equipment and Supported Software, RTP may act as an agent to facilitate warranty or maintenance claims on behalf of Customer. RTP shall not provide Services to Customer for any Equipment or Software for which Customer has not obtained from the appropriate manufacturer or vendor a warranty or maintenance agreement. RTP cannot guarantee resolution for any Equipment or Software issue more quickly than the response and repair time of the manufacturer or vendor providing warranty or maintenance services for such Equipment or Software. It is the Customer's sole responsibility to maintain warranty or maintenance coverage on all Equipment that are required for a complete functioning Brand Technology System, including but not limited to the PC, printers, POS system, networking equipment, communications equipment or server and internet connectivity. In the event that Customer requires additional services from RTP to restore full functionality of the Brand Technology System following the failure of a system not covered by a required warranty or maintenance, Customer shall pay RTP its current hourly rate, including labor, travel time and expenses, plus shipping and material costs incurred while restoring system functionality. Customer shall pay for such additional services within five (5) days of RTP's provision of such services.

8. **CUSTOMER OBLIGATIONS.**

(a) Conditions Precedent to RTP Obligations: As a condition precedent to RTP performing its obligations herein, Customer agrees to the following:

(i) Subject to the terms of Section 2 of this Agreement, Customer shall keep current all payments for Fees.

(ii) Customer shall adhere to all Brand Technology System standards for hardware, software, processes, business rules and requirements as designated or required by the Franchisor from time to time which **defined in the **[Manuals]**, which may be updated from time to time.

(iii) Customer shall maintain current warranty or maintenance coverage on all Equipment and Supported Software comprising the Brand Technology System, including but not limited to the PC, printers, POS system, networking equipment, communications equipment, server or internet connectivity. In the event that warranty or maintenance service is no longer available from the manufacturer, dealer or vendor, or expires, Customer shall purchase replacement Equipment that is covered by warranty or maintenance service prior to expiration of coverage or within thirty (30) days of notification by RTP, whichever is earlier, at Customer's sole expense.

(iv) Customer shall provide proof of warranty or maintenance service agreement with the appropriate manufacturer or vendor for all supported Equipment and Software upon renewal or request by RTP.

(v) Customer shall pay all costs of repair or troubleshooting for the Equipment that is not covered under the applicable warranty.

(vi) Customer shall pay RTP or the appropriate vendor all fees for support and maintenance of the Supported Software.

(vii) Customer shall use a RTP-approved POS system, as detailed in the Manuals.

(viii) Customer shall repair or replace within seventy-two (72) hours any equipment or cabling that due to failure or defect interferes with the normal operation of the Brand Technology System, prevents the Brand Technology System from communicating with the POS system, or prevents the Brand Technology System from communicating with RTP servers. This will include, but is not limited to, Customer's server and internet connectivity.

(ix) For Customers who are not on the approved or designated Equipment, Customer shall obtain all support for the POS system directly from its POS system support vendor for hardware, programming and steering. RTP or a help desk designated by RTP will provide support for Customers who are on a non-standard POS system.

(x) Customer shall not install any software, other than that listed as approved in the Manuals on any of the Brand Technology System equipment. If unauthorized software is found on any of the Brand Technology System equipment, RTP may remove it without advance notice to Customer, and all costs for such removal and restoration of the system to approved standards will be billed to Customer at an hourly rate not to exceed RTP's then current rate. Customer shall pay for such removal and restoration within five (5) days of RTP's provision of such services.

(xi) Customer shall not grant to anyone other than the Help Desk personnel or RTP's information technology staff any administrative privileges for the Brand Technology System without advance approval from a RTP information technology leadership team member.

(xii) Customer shall maintain at least one general manager or restaurant manager per restaurant that has attended the approved Brand Technology System training provided by RTP.

(xiii) Notwithstanding (xii) of this Section, Customer shall maintain at least one person, the key operator, supervisor or other employee with supervisory authority over Customer's restaurant(s), who has been approved by RTP and is properly trained on the Brand Technology System. This person shall provide support to Customer's restaurants for all Customer-specific Brand Technology System support needs. This person must receive calls from Customer-owned restaurants and/or RTP if the person's support or involvement is needed. In the event a Customer-owned restaurant is unable or unwilling to resolve a problem concerning the Brand Technology System that is within its control, the person hereunder will be contacted and requested to work with the restaurant directly until the problem has been resolved.

(xiv) Customer shall ensure that its personnel receive ongoing training in the use and operation of the Brand Technology System. If Customer contacts the Help Desk for support of functions that are included in the Brand Technology System training program or Online Help that could have been resolved by Customer personnel properly trained and certified, then RTP may invoice Customer for such support at its then current hourly rates. Customer shall pay all fees for such support within five (5) days of RTP's provision of such services.

(xv) Customer agrees to update or upgrade, as necessary, to maintain compliance with all RTP technology changes, enhancements and additions, pertaining to the Brand Technology System as updated in the Manuals or otherwise. Hardware or software upgrades or employee training may be required, at Customer's expense, in the event of a change to major technology standards, as determined by RTP, or in the event that Customer's hardware or software is beyond the supported end of life as defined by the manufacturer.

(xvi) Customer shall adhere to RTP POS system programming schedules as identified in the Manuals.

(xvii) Customer shall cause a properly certified employee to input and maintain on the Brand Technology System all vendor related information.

(xviii) Customer must have a land-line telephone that reaches to the Brand Technology System equipment.

(xix) Customer shall cause reasonable restaurant level cooperation with the Help Desk staff in problem solving via the telephone and/or electronic communications such as email or online chat.

(xx) Upon RTP approval, Customer shall ship to RTP broken Equipment for repair within five (5) days of receiving replacement Equipment. Customer agrees to fax or email the Help Desk a copy of the air bill at the time of shipment to facilitate tracking.

(xxi) Customer shall maintain proof of ownership for software licenses.

(xxii) Customer is responsible for accurate data entry into the Customer's POS system and Brand Technology System.

(xxiii) Customer is responsible for establishing and maintaining an internet connection with an approved Internet Service Provider ("**ISP**").

If at any time Customer is not in compliance with any of the condition precedents listed above, Customer shall be deemed to be in default and RTP may immediately cease providing the Services until the noncompliance is cured or terminate this Agreement under Section 1 of this Agreement.

9. **HELP DESK SUPPORT**.

(a) The Services shall include Customer access to the help desk (the "**Help Desk**") during the hours of operation specified in the Manuals. Help Desk support will include assisting with problems pertaining to:

(i) The Equipment;

(ii) The Supported Software Manuals;

(iii) The virtual local area network (VLAN), with the exception of the Customer's ISP; and

(iv) Next day reporting via the current RTP standard reporting solution.

(b) RTP may provide second level support through other RTP resources, including, but not limited to, its Information Technology, Accounting and Training departments. RTP may access Customer's PC, network hardware, POS system, or any other above store systems or databases as needed in order to provide support, perform upgrades and system maintenance, ensure the security of the network, ensure compliance with laws and industry regulations and RTP's requirements, and perform other tasks required for support of the Brand Technology System. This may be done without the prior notification of the Customer.

10. **RTP OBLIGATIONS**. Subject to the terms of this Agreement, RTP shall provide the following Services:

(a) RTP may make any warranty or maintenance claims that Customer may have with the appropriate manufacturer of the Equipment and coordinate with such manufacturer the warranty or maintenance service that is required and permissible under the appropriate Equipment warranty or maintenance agreement. RTP shall only provide these Services for Equipment that Customer has executed a warranty or maintenance agreement with the manufacturer of such Equipment.

(b) RTP may make any maintenance or support claims that Customer may have with the appropriate vendor of the Supported Software and coordinate with such vendor the maintenance or support service that is required and permissible under the appropriate Supported Software maintenance or support agreement. RTP shall only provide these Services for Supported Software that Customer has executed a maintenance or support agreement with the vendor of such Supported Software.

(c) RTP (through the Help Desk) shall prioritize all Customer calls, as it deems appropriate from time to time. Initially, calls will be prioritized based upon the following criteria:

(i) Priority 1 = system down due to hardware failure or software corruption. The virtual local area network (VLAN) is down and credit card processing is completely unavailable.

(ii) Priority 2 = system functionality issues. The Customer cannot perform daily tasks on the Brand Technology System such as scheduling or inventory, administrative functions such as Customer cannot retrieve e-mail or does not have access to a form.

(iii) Priority 3 = training issues. Customer is asking "how to" questions or ask for investigation of possible issues with recipes or food cost issues.

(d) RTP shall use a call tracking application to track all Brand Technology System Equipment and Supported Software issues, documenting each incident.

(e) RTP shall provide, upon Customer's request, but not more frequently than once per month, Customer's history of Brand Technology System Equipment and Supported Software issues.

(f) RTP shall conduct periodic customer satisfaction surveys.

(g) To the extent that RTP has been notified in advance from the third-party suppliers, RTP shall provide notification, via e-mail or alternate methods if necessary, of planned and unplanned outages that may or will affect service or availability of systems.

(h) RTP will provide POS system programming updates per the schedule set forth in the Manuals.

(i) RTP will provide network monitoring and problem resolution for connectivity to Customer's systems, such as e-mail or polling, and access to any of the approved Internet sites as listed in the Manuals as well as connectivity problems to the Franchisor's approved credit processing provider as listed in the Manuals.

(j) In the event Customer is dissatisfied with the Services, the following escalation path should be taken:

(i) Help Desk Supervisor

(ii) Director of Information Technology

(iii) Senior most office directly responsible for Franchise operations

(k) **RTP Depot Equipment Obligations.** Subject to the terms of this Agreement, RTP shall provide the following additional Services (the "**Depot Services**") with respect to certain Equipment as part of the Brand Technology System (the "**Depot Equipment**"):

(i) RTP may, in its reasonable discretion, replace any part of a PC or the entire Brand Technology System that is the subject of a valid warranty claim with the manufacturer.

(ii) RTP may, in its reasonable discretion, replace the hard drive or other components of a PC as a fix to a Supported Software issue.

(iii) RTP shall provide same day standard shipping of replacement Depot Equipment for all problems diagnosed prior to 3:00 PM PST. Replacement Depot Equipment for problems diagnosed after 3:00 PM PST will be shipped on the following business day via standard shipping. Standard shipping method is Ground service.

(iv) RTP shall provide Saturday and Next-Day Early A.M. deliveries at Customer's request and expense for all Depot Equipment.

(v) RTP shall provide return labels for ground shipping Depot Equipment to RTP for repair.

(vi) RTP shall replace any Depot Equipment that it replaces pursuant to this Agreement with equipment/parts of equal or greater capacity.

(vii) RTP shall send weekly email(s) for non-returned Depot Equipment with Customer's charges for replacing the Equipment including, without limitation, the original retail value of the Depot Equipment to be returned.

(viii) RTP reserves the right to adjust its services concerning Depot Equipment as needed from time to time.

11. **WORKMANSHIP WARRANTY AND DISCLAIMER OF ALL OTHER WARRANTIES**.

(a) RTP warrants that the Services provided by RTP personnel will be rendered by competent professionals with the degree of skill and care that is required by current good and sound professional procedures and practices in accordance with industry standards. If RTP breaches this limited warranty, Customer shall be entitled to re-performance of defective services at no additional cost to Customer and in such time and manner as is reasonable in light of the nature of the Services and their impact on the business operations of the Customer. This shall be Customer's sole and exclusive remedy for RTP's breach of this limited warranty. This warranty does not cover any services that a third party renders, such as warranty work that a manufacturer performs on Equipment or maintenance work that a vendor performs on Software.

(b) RTP is not providing any warranty whatsoever with respect to the Equipment and Software. Customer shall obtain any warranties on the Equipment and Software from the appropriate manufacturer or vendor of the Equipment and Software. RTP provides no warranty with respect to any data that it or others input into the Brand Technology System.

(c) OTHER THAN THE WARRANTY PROVIDED ABOVE, RTP EXPRESSLY DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE SERVICES THAT RTP IS RENDERING UNDER THIS AGREEMENT, THE DATA AND INFORMATION THAT IT INPUTS INTO THE BRAND TECHNOLOGY SYSTEM,

THE BRAND TECHNOLOGY SYSTEM, THE EQUIPMENT OR THE SOFTWARE, WHETHER SUCH WARRANTIES ARE EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, IMPLIED WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE, NON-INFRINGEMENT, AND IMPLIED WARRANTY ARISING BY USAGE OR TRADE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR THAT THE BRAND TECHNOLOGY SYSTEM SHALL BE ERROR FREE OR OPERATE UNINTERRUPTED .

12. **INDEMNIFICATION**. Customer agrees to defend, indemnify and hold RTP, its affiliated and related entities, its and their respective members, officers, directors, shareholders, employees, agents and representatives, harmless from and against all liabilities, losses, attorneys' fees, fines, penalties or any other damages (collectively, the "**Damages**") arising out of or on account of any claims, causes of actions or proceedings that any third party or governmental party may bring to the extent such Damages arise from: (i) Customer's breach or alleged breach of its license for the Software; (ii) Customer's breach or alleged breach of Customer's agreements with any manufacturer of the Equipment; (iii) any negligent act, omission, or willful misconduct of Customer in the performance of this Agreement; (iv) Customer's breach of any covenant, warranty or representation set forth in this Agreement; (v) Customer's use of the Brand Technology System including, without limitation, Customer's use of the Brand Technology System in conjunction with hardware and/or software not approved by RTP; or (vi) infringement or alleged infringement from Customer's use of the Brand Technology System in conjunction with hardware and/or software not approved by RTP. The terms of this Article 12 shall survive the termination or expiration of this Agreement.

13. **LIMITATION OF LIABILITY**.

(a) RTP SHALL NOT BE LIABLE FOR ANY DATA THAT IT RECEIVES FROM CUSTOMER AND INPUTS INTO THE BRAND TECHNOLOGY SYSTEM. RTP DISCLAIMS ANY LIABILITY FOR ANY ERRORS OR ACCURACY IN THE DATA OR INFORMATION IT INPUTS (OTHER THAN ERRORS THAT ARE THE RESULT OF RTP'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT). RTP SHALL NOT BE LIABLE FOR ANY ERRORS OR DEFECTS IN THE SOFTWARE OR EQUIPMENT.

(b) EXCEPT FOR THE INDEMNITY OBLIGATIONS SET FORTH HEREIN, NO PARTY SHALL UNDER ANY CIRCUMSTANCES BE RESPONSIBLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR LOSSES (INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUE, DATA, PROFIT OR USE OR COST OF CAPITAL), ARISING OUT OF OR RELATED IN ANY WAY TO THE TRANSACTIONS CONTEMPLATED IN THIS AGREEMENT, EVEN IF THE OFFENDING PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. UNDER NO CIRCUMSTANCES SHALL RTP'S TOTAL LIABILITY OF ALL KINDS ARISING OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, STRICT LIABILITY, TORT OR OTHERWISE, EXCEED THE TOTAL AMOUNT THAT

CUSTOMER PAYS TO RTP FOR THE SERVICES FOR THE SIX (6) MONTHS LEADING UP TO THE DATE OF THE CLAIM.

(c) RTP is not responsible for hard drive crashes unless such crash is a result of RTP's gross negligence or willful misconduct. If a hard drive needs to be reloaded with Software, RTP will provide the standard Brand Technology System image and the restaurant specific information will be retrieved from the restaurant's system backup, if available. RTP is not responsible for lost data due to backup failures.

14. **CONFIDENTIAL INFORMATION**. During the term of this Agreement, Customer may have access to and become familiar with various trade secrets, confidential or proprietary information of RTP, including but not limited to specifications, drawings, samples, plans, business operations, pricing, menus, discounts or rebates, compilations of data and information selected, arranged and processed by RTP, invoices, restaurant development information, marketing plans, financial information of RTP, and other technical, marketing and/or business information disclosed by RTP to Customer, whether oral or written in electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" and all improvements, developments, supplements and derivations of any of the foregoing (collectively referred to herein as "**Confidential Information**"). Customer agrees that it shall use the Confidential Information solely for performing its obligations under this Agreement and that such Confidential Information may not be disclosed or otherwise used except upon RTP's prior written consent, which may be withheld in its discretion. Customer shall further take reasonable precautions and act in such a manner as to ensure against unauthorized disclosure or use of RTP's Confidential Information in Customer's possession or control. This Section shall not apply to information that is (i) in the public domain, (ii) known to Customer at the time of disclosure, or (iii) rightfully obtained by Customer on a non-confidential basis from a third party. Any and all files, records, documents, information, data, and similar items relating to the business of RTP, any of RTP's contacts, vendors or contractors or any of the Confidential Information, whether prepared by Customer or otherwise coming into its possession as a result of its services for RTP, shall remain the exclusive property of RTP. Customer shall promptly deliver to RTP or destroy, at RTP's sole discretion, any of RTP's Confidential Information in Customer's possession or control (without Customer retaining any copies) upon expiration or termination of this Agreement.

15. **GOVERNING LAW**. The existence, validity and construction of this Agreement shall be governed in all respects by the substantive laws of the State of California. With respect to any claims concerning this Agreement, each party agrees: (i) to submit to the exclusive general jurisdiction of the Courts of the State of California or the federal courts that are located in Los Angeles, California; (ii) that any such action or proceeding may be brought in such courts; and (iii) to waive any objection that it may have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient court and agrees not to plead or claim the same.

16. **ATTORNEYS FEES AND ENFORCEABILITY**. If any action at law or equity is brought to enforce or interpret any of the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which it may be entitled. In the event a provision of the Agreement is held by any court to be invalid, void or unenforceable by action of law or equity, the remaining provisions shall continue in full force and effect and such invalid, void or unenforceable provision shall be stricken from this Agreement.

17. **NOTICE**. Notice to be submitted by either party shall be sufficiently given if made in writing and sent by prepaid Certified Mail, or hand delivered as evidenced by signed receipt, or by express delivery with a nationally recognized carrier. Until either party provides notice to the other party of a change in address, all notices shall be sent to the addressee specified below to the attention of the persons named:

If to RTP:	If to Customer:
The Round Table Franchise Corporation Attn: Legal Department 9720 Wilshire Blvd., Suite 500 Beverly Hills, CA 90212	

18. **ENTIRE AGREEMENT AND MODIFICATION**. This Agreement and all documents and agreements referred to in this Agreement supersede all prior understandings, agreements and discussions between the parties concerning this subject matter, with such prior understandings, agreements and discussions between the parties being merged into this Agreement, and constitute the entire agreement between the parties with regard to this subject matter. The parties have not relied upon any promises, representations, warranties, agreements, covenants or undertakings, other than those expressly set forth or referred to herein. No amendment, change, waiver or discharge hereof shall be valid unless in writing and signed by the party against whom enforcement is sought.

19. **ASSIGNMENT**.

(a) RTP may assign this Agreement and any or all benefits and obligations arising from it at any time.

(b) Customer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of RTP, and any such assignment lacking consent shall be null and void. This Agreement shall be binding on and shall inure to the benefit of the successors and assignees of the Customer hereto, but nothing in this Article shall be construed as a consent to any assignment of this Agreement by RTP except as provided hereinabove.

20. **NO WAIVER**. Waiver of the benefit of any provision of this Agreement must be in writing to be effective. The waiver by any party hereto of a breach of any provision hereof shall not operate or be construed as a waiver of any subsequent breach. No action taken pursuant to this Agreement shall be deemed to constitute a waiver by such party of compliance by the other party hereto with any of the covenants or other obligations contained herein. A failure by a party to insist upon strict compliance with any term of this Agreement, enforce any right or seek any remedy upon any default of any other party shall not affect, or constitute a waiver of, such party's right to insist upon such strict compliance, enforce that right or seek that remedy with respect to that default or any prior, contemporaneous or subsequent default.

21. **DELAYS**. RTP shall not be liable for any failure or delay in delivery or in rendering service if the failure or delay is caused entirely or in material part by events beyond RTP's control, including but not limited to fire, tornado, flood, earthquake, civil turmoil, labor dispute, failure

or delay of transportation, or shortage or unavailability of parts or units. Shipping is subject to availability of the carriers. RTP is not responsible in any way for delays or damages caused by the carrier.

22. **HOLIDAYS**. RTP recognizes the holidays set forth in the Manuals. The Help Desk may not be available on those holidays as set forth in the Manuals.

23. **EXCLUSIONS FROM SERVICES**. The following items are excluded from this Agreement and will not be supported by RTP in the event of a failure:

(a) Non-standard hardware

(b) Non-standard software

(c) Unapproved POS hardware and software

(d) Unapproved exports or Interfaces to external systems such as Payroll, Accounting, (GL, etc.)

(e) Internet Service Providers or telephone vendors

(f) Updates or corrections to vendor information

As used herein, the terms "non-standard" and "unapproved" refer to such items that are not expressly identified in the Manuals as being in compliance with RTP's Brand Technology System requirements.

24. **AUTHORITY**. All parties signing this Agreement expressly represent and warrant that they have the requisite authority to enter into this Agreement on behalf of the party for which they are signing.

25. **COUNTERPARTS**. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together will constitute one and the same instrument. Execution of this Agreement via facsimile shall be effective, and signatures received via facsimile shall be binding upon the parties hereto and shall be effective as originals.

26. **ASSIGNMENT OF INVENTIONS**.

(a) Customer shall make full and prompt disclosure to RTP of all inventions, improvements, modifications, discoveries, creations, works of authorship, methods, processes and developments which are related to the Brand Technology System (all of which are collectively termed "**Work Product**"), and which are made or conceived by Customer, alone or with others, whether or not such developments are patentable, copyrightable, registerable as a trademark, servicemark or the like, or protected as confidential information, whether or not such developments are made or conceived during normal working hours or on the premises of Customer.

(b) All Work Products shall belong to RTP, its successors and permitted assigns. Customer shall automatically assign, and shall cause its personnel automatically to assign, at the time of creation of the Work Product, without any requirement of further consideration, any right, title, or interest it or they may have in such Work Product, including any patents or copyrights or other intellectual property rights pertaining thereto. Upon request of RTP, Customer shall take such further actions, and shall cause its personnel to take such further actions, including execution and delivery of instruments of conveyance, as may be appropriate to give full and proper effect to such assignment. The terms of this Section 26(b) shall survive beyond the expiration or termination of this Agreement.

(c) RTP shall determine, in its sole and absolute discretion, whether an application for patent, for copyright, for trademark, for mask work registration, or for any other intellectual property right shall be filed on any Work Product which is assigned to RTP under this Agreement and whether such an application shall be prosecuted or abandoned prior to issuance or registration. Customer shall cooperate with RTP in filing and prosecuting all such applications.

(d) Customer shall have a non-exclusive, perpetual, royalty-free license to use the Work Product, without any right to sublicense to unrelated third parties.

(e) This Section 26 shall survive termination or expiration of this Agreement.

[*signature page follows*]

IN WITNESS WHEREOF, the undersigned have set their hands as of _________________ _______.

The Round Table Franchise Corporation

By: ______________________________

Name:____________________________

Title: ____________________________

Date:_____________________________

Address: 9720 Wilshire Blvd., Suite 500

Beverly Hills, CA 90212

Customer:

By: ______________________________

Name: ____________________________

Title: _____________________________

Date: _____________________________

Address: ___________________________

____

ATTACHMENT 1

FEE SCHEDULE

Brand Technology System Services $840 (minimum requirement) - $ 1500 total annually, including VLAN, and depending on the options that are chosen by Customer (premier service not included).

Mandatory FAT Brands IT Costs				
	*Low	*High		
Mandatory Help Desk Support	**$840**	**$1,500**	Annually	Billed By FAT

Premium Optional Services Offered By FAT Brands IT			
Additional Services Not Mandatory			
Premium Optional Services			
Premise Security Package	$900	Annually	Billed By FAT
PCI Compliance Management	$480	Annually	Billed By FAT
Additional WAPS	$216	Annually	Billed By FAT
Additional Phone/Seat	$240	Annually	Billed By FAT
Additional Cameras	$180	Annually	Billed By FAT
Secured BOH Desktop/Laptop w/ maintenance and monitoring	$1,200	Annually	Billed By FAT

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, Florida, Hawaii, Illinois, Indiana, Kentucky, Maryland, Michigan, Minnesota, Nebraska, New York, North Dakota, Rhode Island, South Dakota, Texas, Utah, Virginia, Washington, and Wisconsin.

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

STATE	EFFECTIVE DATE
California	Exempt
Hawaii	Not Registered
Illinois	Not Registered
Indiana	Not Registered
Maryland	Not Registered
Michigan	December 22, 2022
Minnesota	Not Registered
New York	Not Registered
North Dakota	Not Registered
Rhode Island	Not Registered
South Dakota	Not Registered
Virginia	Not Registered
Washington	July 13, 2023
Wisconsin	Not Registered

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

RECEIPT

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

If The Round Table Franchise Corporation 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. However, some state franchise laws (including Michigan, New York and Rhode Island) require it to provide this Disclosure Document to you at the first personal meeting held to discuss the franchise sale or at least 10 business days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

If The Round Table Franchise Corporation 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 applicable state agency listed in Exhibit G.

This franchise opportunity is being offered by the following franchise sellers: Warren Christiansen, Taylor Wiederhorn, or ____, whose business address is 9720 Wilshire Boulevard, Suite 500 Beverly Hills, California 90212, 310.319.1850. Our registered agents authorized to receive service of process are stated on Exhibit G.

The issuance date of this Disclosure Document is May 3, 2023 (except those states listed on the State Cover Page that have a different issuance/effective date).

I received a Disclosure Document dated May 3, 2023, that included the following Exhibits: A. Franchise Agreement (including Exhibits); B. Area Development Agreement (including Exhibits); C. State-Specific Addenda; D. Current Form of Mutual Release; E. Current Form of Nondisclosure and Noncompete Agreement; F. Manuals' Tables of Contents; G. List of State Administrators and List of Agents for Service of Process; H. List of Franchisees and Restaurants and Franchisees Who Left the System; I. Financial Statements; and J. Brand Technology System Support Services Agreement.

____
Date Disclosure Document Received

PROSPECTIVE FRANCHISEE:

Prospective Franchisee (if an individual):	**Prospective Franchisee (if a business entity):**
	Name of Business Entity: ______________________________
______________________________ Signature	By:______________________________ Signature
Print Name:______________________________	Print Name:______________________________ Its:______________________________ Title

TO BE RETAINED BY YOU

RECEIPT

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

If The Round Table Franchise Corporation 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. However, some state franchise laws (including Michigan, New York, and Rhode Island) require it to provide this Disclosure Document to you at the first personal meeting held to discuss the franchise sale or at least 10 business days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

If The Round Table Franchise Corporation 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 applicable state agency listed in Exhibit G.

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____
Date Disclosure Document Received

PROSPECTIVE FRANCHISEE:

Prospective Franchisee (if an individual):	**Prospective Franchisee (if a business entity):**
	Name of Business Entity: ______________________________
______________________________ Signature	By:______________________________ Signature
Print Name:______________________	Print Name:____________________ Its:______________________________ Title

TO BE RETURNED TO:
The Round Table Franchise Corporation, 9720 Wilshire Boulevard Suite 500 Beverly Hills California 90212