FRANCHISE DISCLOSURE DOCUMENT

Blaze Pizza, LLC
A California Limited Liability Company
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The franchise offered is for Blaze Pizza restaurants that feature build-your-own, artisan style pizzas that are made to order as well as related food and drink items. We primarily offer franchises for the right to open multiple Blaze Pizza restaurants in a designated area but we may offer single Blaze Pizza restaurant franchises in certain situations.

The total investment necessary to begin operation of a Blaze Pizza restaurant is between $605,400 and $1,086,500. This includes $30,095 to $40,095 that must be paid to the franchisor or its affiliate(s). If you purchase the right to own multiple Blaze Pizza restaurants under an area development agreement, you will also be required to pay us a development fee between $10,000 and $90,000, which amount will equal $10,000 multiplied by the number of Blaze Pizza restaurants (excluding the first) which you must open. The high estimate includes the development fee if you agree to open 10 Blaze Pizza restaurants.

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

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosure in different formats, contact our Franchise Development Department at 35 N. Lake Avenue Suite 810, Pasadena California 91101.

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 an attorney or an accountant.

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

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

Issuance Date: April 24, 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 Exhibit F.
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 direction. Item 7 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 B includes 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 Blaze Pizza Restaurant 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 franchisor 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 Blaze Pizza Restaurant franchisee?	Item 20 or Exhibit F 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 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 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 A.

Your state also may 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.

<u>Special Risks to Consider About *This* Franchise</u>

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

1. **<u>Out-of-State Dispute Resolution</u>**. The franchise agreement requires you to resolve disputes with the franchisor by mediation, arbitration and/or litigation only in California. Out-of-state mediation, arbitration, or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate, arbitrate, or litigate with the franchisor in California than in your own state.

2. **<u>Financial Condition</u>**. The franchisor's financial condition, as reflected in its financial statements (see Item 21), calls into question the franchisor's financial ability to provide services and support to you.

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.

The State of Michigan requires us to include the following notice in the Disclosure Document:

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 on 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 prior to 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 franchise on the same terms and conditions as a bona fide third party willing and able to purchase those assets, nor does this subdivision prohibit a provision that grants the franchisor the right to acquire the assets of a franchise 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 that 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 should be directed to the Department of Attorney General, State of Michigan, 670 Williams Building, Lansing, Michigan 48913, Telephone (517) 373-7117.

THE MICHIGAN NOTICE APPLIES ONLY TO FRANCHISEES WHO ARE RESIDENTS OF MICHIGAN OR LOCATE THEIR FRANCHISES IN MICHIGAN.

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

To simplify the language in this disclosure document, "we," "us" or "BP" means Blaze Pizza, LLC, the franchisor. "You" means the individual, corporation, partnership, limited liability company, or other entity who buys the franchise. If the franchisee will operate through a corporation, partnership, limited liability company or other entity, "you" also includes the franchisee's owners or partners.

The Franchisor

We are a California limited liability company organized on October 28, 2011 (formerly known as PYR Pizza, LLC). Our principal business address is 35 N. Lake Avenue, Suite 810, Pasadena, California 91101. We conduct business under the name Blaze Pizza and Blaze Pizza, LLC. We began offering franchises for Blaze Pizza restaurants ("Franchise(s)") in May 2012. We have not previously operated or offered franchises in any line of business.

Our agents for service of process for certain states are identified by state in Exhibit A. If a state is not listed, we have not appointed an agent for service of process in that state in connection with the requirements of franchise laws. There may be states in addition to those listed above in which we have appointed an agent for service of process. There may also be additional agents appointed in some of the states listed.

Parents, Predecessors and Affiliates

Blaze Pizza Holdings, LLC, a Delaware limited liability company ("Holdings"), is our direct parent. Blaze Holdings shares our principal business address. BA V Pizza Holdings, LLC ("BA V"), BA VI Pizza Holdings, LLC ("BA VI") and BA VI-A Pizza, L.P. ("BA VI-A"), separate funds operated by Brentwood Associates ("Brentwood"), collectively control Holdings, and are therefore our ultimate parents. BA V, BA VI and BA VI-A share a principal business address at 11150 Santa Monica Blvd., #1200, Los Angeles, CA 90025.

Our affiliate Blaze Pizza Operations, LLC ("Operations") is a Delaware limited liability company that owns and operates 5 Blaze Pizza restaurants in California. Our affiliate Blaze Pizza OK AR, LLC ("Blaze OK/AR") is a Delaware limited liability company that owns and operates 6 Blaze Pizza restaurants throughout Oklahoma and Arkansas. Neither Operations nor Blaze OK/AR offer franchises in any line of business or provide products or services to franchisees. Our affiliate Blaze Pizza International, LLC ("International") is a Delaware limited liability company that offers Blaze Pizza restaurants in the Middle East and Europe and has done so since 2018. International does not offer franchises in any other line of business or provide products or services to our franchisees. Operations, Blaze OK/AR and International share our principal business address.

The following companies are our affiliates who currently offer franchises:

Hissho International, LLC ("Hissho International")	Hissho International has offered franchises for sushi bars and (in some cases) Asian hot food bars under the names "Hissho Sushi" and "Oumi Sushi" since September 2013, and under the name "Sushi with Gusto" since January 2021. As of December 31, 2022, there were 2,058 franchised "Hissho Sushi" and "Oumi Sushi" locations. Hissho

	International's principal business address is 11949 Steele Creek Road, Charlotte, North Carolina, 28273.
Simply Southern Restaurant Group, LLC ("Simply Southern")	Simply Southern has offered franchises for fast-casual restaurants featuring a limited menu of specialty chicken salads, gourmet side items and soups under the "Chicken Salad Chick" name ("Chicken Salad Chick Restaurants") since October 2012. As of December 31, 2022, there were 159 franchised Chicken Salad Chick Restaurants. Simply Southern's principal business address is 2839 Paces Ferry Road SE, Ste. 500, Atlanta, Georgia, 30339.
Watermill Express Franchising, LLC ("Watermill Express Franchising")	Watermill Express Franchising has offered franchises for drive-up, self-serve vending outlets that dispose pure drinking water and ice under the "Watermill Express" name ("Watermill Express Stations") since August 2007. As of December 31, 2022, there were 315 franchised Watermill Express Stations. Watermill Express Franchising's principal business address is 177 West Jessup Street Brighton, Colorado 80601.

None of the above listed affiliates have ever operated or offered franchises for the operation of Restaurants.

Except as described above, we have no parents, predecessors or affiliates that must be disclosed in this Item.

The Franchise

Blaze Pizza franchisees operate restaurants serving build-your-own, artisan style pizzas from an assembly-line where customers choose a predetermined pizza or build their own from up to 40 ingredients that are on display ("Restaurants"). Restaurants serve Blaze Pizzas, which are "fast-fired" in an open-hearth oven in just a few minutes. Restaurants must operate under our system, which includes, among other things, distinctive recipes, preparation techniques, product specifications, signs, trade secrets and other confidential information, architectural designs, trade dress, layout plans, uniforms, equipment specifications, inventory and marketing techniques (the "System"). Restaurants operate from approved retail locations ("Premises"), which will most likely be located in retail strip malls, dense urban areas, regional shopping centers and entertainment and travel centers. Restaurants will have both carryout and eat-in customers and will offer online ordering. With few exceptions, Restaurants will be open year-round, closing only on selected holidays. In certain locations we may authorize you to (i) offer beer and wine, and/or (ii) operate other approved co-branded businesses within the Restaurant.

We offer an area development agreement (the "Area Development Agreement") to qualified franchisees to obtain the right to build a mutually agreed upon number of Restaurants in a specified development area ("Development Area") in accordance with a specified development schedule ("Development Schedule"). Our current form of Area Development Agreement is attached as Exhibit D. The Development Area will be established in our discretion and be based on the consumer demographics of the area, the geographical area, city, county and other boundaries. You must sign our then-current form of franchise agreement (the "Franchise Agreement") to operate each Restaurant to be developed under the Area Development Agreement. Our current form of franchise agreement is attached as Exhibit C ("Franchise Agreement"). You must sign a Franchise Agreement for your first Restaurant at the same time as the Area Development Agreement, and each subsequent Franchise Agreement (which may have materially different terms than the Franchise Agreement included in this offering) by the earlier of (i) the acceptance of the site of the Restaurant, or (ii) 180 days before your development obligation date indicated in the Development Schedule. Non-Traditional Restaurants (as defined below) will not count toward a franchisee's Development Schedule under an Area Development Agreement.

While we primarily require that franchisees develop multiple units under an Area Development Agreement, we may, under certain circumstances offer single-unit franchises to develop 1 Restaurant.

If your Restaurant is located in a "Non-Traditional Venue," it will be referred to as a "Non-Traditional Restaurant." A "Non-Traditional Venue" is a facility operated under the Blaze Pizza trademarks located within another primary business or in conjunction with other businesses or at institutional settings, dark kitchens, including toll roads, train stations, amusement parks, and all properties controlled by the amusement park, travel stations, hotels and motels, ships, ports, piers, casinos, stadiums, airports, theatres, big box retailers, building supply stores, warehouse club stores, colleges and universities, schools, hospitals, military and other governmental facilities, office or in-plant food service facilities, shopping mall food courts operated by a master concessionaire, grocery stores, outlet malls, supermarkets and convenience stores and any site for which the lessor, owner or operator shall have indicated its intent to prefer or limit the operation of its food service facilities to a master concessionaire or contract food service provider. Franchisees wishing to operate a Non-Traditional Restaurant will sign our form non-traditional venue addendum attached as Exhibit E (the "Non-Traditional Venue Addendum"). Non-Traditional Restaurants may share their premises with other businesses, within a host facility, and may provide limited menu items and limited or no delivery. Typically, you will sign a lease with the host facility. Unless otherwise stated herein, any reference to Restaurants in this Disclosure Document also includes Non-Traditional Restaurants.

Market and Competition

The primary market for the goods and services offered by the Restaurants is the general public. The goods and services offered by Restaurants are not seasonal. The restaurant market, as a whole, is well-developed and highly competitive, and includes retail units, mobile food trucks, and kiosks selling various types of food. You may have to compete with numerous other independent and chain-affiliated restaurants, some of which may be franchised. Many restaurant franchise systems, in particular, have already established national and international brand recognition.

Industry-Specific Laws

Many states and local jurisdictions have enacted laws, rules, regulations and ordinances which may apply to the operation of your Restaurant, including those which: (a) establish general standards, specifications and requirements for the construction, design and maintenance of your Restaurant; (b) regulate matters affecting the health, safety and welfare of your customers, such as general health and sanitation requirements; employee practices concerning the storage, handling, and preparation of food; restrictions on smoking and exposure to tobacco smoke or other carcinogens or reproductive toxicants and saccharin; availability of and requirements for public accommodations, including restrooms; (c) set standards pertaining to employee health and safety; (d) set standards and requirements for fire safety and general emergency preparedness; (e) govern the use of vending machines; (f) regulate the proper use, storage and disposal of waste, insecticides and other hazardous materials; (g) establish general requirements or restrictions on menu guidelines and on advertising containing false or misleading claims, or health and nutrient claims on menus or otherwise, such as "low calorie" or "fat free;" and (h) establish requirements concerning withholdings and employee reporting of taxes on tips. You will need to obtain a liquor license for the operation of the Restaurant that allows for the service of beer, wine and spirits on-premise. It is incumbent upon you to be familiar with the procedures, difficulty and cost associated with obtaining a license to sell liquor, the restrictions placed on the manner in which liquor may be sold, and the potential liability imposed by dram shop laws involving injuries, directly and indirectly, related to the sale of liquor and its consumption.

Many local or state jurisdictions require food service permits for those preparing, handling and serving food to the public. You and your employees may be required to pass a test or other certification process to obtain these permits. There may also be local ordinances and regulations governing food storage, preparation and serving.

You alone are responsible for investigating and complying with all applicable laws and regulations despite any advice or information that we may give you. You should consult with a legal advisor about whether these and/or other requirements apply to your Restaurant. Failing to comply with laws and regulations is a material breach of the Franchise Agreement.

ITEM 2
BUSINESS EXPERIENCE

Chief Executive Officer and President: Beto Guajardo

Beto Guajardo has been our Chief Executive Officer and President in Pasadena, California since January 2023. Previously, Mr. Guajardo served as President, International for Focus Brands in Atlanta, Georgia from April 2020 to December 2022. Prior to this, Mr. Guajardo served as President for Schlotzky's Franchise, LLC in Atlanta, Georgia from September 2019 to March 2020. From January 2014 to August 2019, Mr. Guajardo served as the Senior Vice President, Global Strategy for Starbucks Corporation in Seattle, Washington.

Chief Supply Chain Officer: Marie Zhang

Marie Zhang has been our Chief Supply Chain Officer in Pasadena, California since March 2020. Prior to joining us, Ms. Zhang served as Global Vice President Supply Chain for Focus Brands in Atlanta, Georgia from July 2015 to March 2020.

Chief Technology Officer: Chris Demery

Chris Demery has been our Chief Technology Officer in Scottsdale, Arizona since January 2021. Prior to joining us, Mr. Demery served as SVP, Off Premises Dining for PF Chang's Bistro in Scottsdale, Arizona from August 2019 to January 2021. Previously, Mr. Demery served as VP, Information Technologies for CKE Restaurants, Inc. in Franklin, Tennessee from September 2018 to August 2019. Prior to that, Mr. Demery served as Vice President & General Manager, Off Premises Dining at Bloomin' Brands in Tampa, Florida from March 2016 to August 2018.

Chief Financial Officer: Bradford Reynolds

Bradford Reynolds has been our Chief Financial Officer in Pasadena, California since March 2021. Prior to joining us, Mr. Reynolds served as Chief Operations Officer for Creating Culinary Communities in

Beverly Hills, California from January 2020 to February 2021. Previously, Mr. Reynolds served as Chief Financial Officer and SVP Franchise Strategy for Smashburger located in Denver, Colorado from June 2015 to July 2019.

Chief Development Officer: Ed Yancey

Ed Yancey has been our Chief Development Officer in Cary, North Carolina since April 2022. From March 2020 to April 2022 he served as our Vice President, Franchise Development. Prior to this, Mr. Yancey served as Vice President - Franchise Development for B. Good Franchising, LLC in Cary, North Carolina from October 2018 to March 2020. Previously, Mr. Yancey served as Franchising Lead Resource Consultant for Cleveland Avenue, LLC in Cary, North Carolina from May 2017 to October 2018. Mr. Yancey has also owned and operated two Char Grill franchises in Raleigh, North Carolina since May 2005.

Vice President, Franchise Operations: Lance Salsman

Lance Salsman has been our Vice President of Franchise Operations since June 2022. Prior to this, Mr. Salsman was our Director of Franchise Operations from November 2020 to June 2022. Previously, Mr. Salsman was employed by Cici's Pizza as Senior Director of Franchise Operations from June 2020 to November 2020, and as Franchise Business Director from April 2018 to June 2020. Prior to this, Mr. Salsman served as Director of Company Operations for Taco Bell from July 2016 to April 2018.

Vice President, Operations Systems and Restaurant Excellence: Mike Niznik

Mike Niznik has been our Vice President of Operations Systems and Restaurant Excellence in Longboat Key, Florida since September 2020. Prior to this, Mr. Niznik was our Director of Operations – Eastern Region in Pasadena, California from October 2018 to August 2020. Prior to joining us, Mr. Niznik served as Franchise Business Consultant for Fazoli's in Lexington, Kentucky from May 2018 to July 2018. Previously, Mr. Niznik was an Operating Partner for Millennial Restaurant Group dba Blaze Pizza in Louisville, Kentucky from September 2014 to May 2018.

Director: Eric Rosenfeld

Eric Rosenfeld has been Holdings' Director in Pasadena, California since March 2012. Mr. Rosenfeld is also the Chairman and Chief Executive Officer of Crescendo Partners, an investment management firm in New York, New York, and has been so since November 1998. Mr. Rosenfeld is also the Chairman and CEO of Trio Acquisition Corp. in New York, New York and has been so since February 2011. Additionally, Mr. Rosenfeld has been a Director of the following companies: CPI Aerostructures, an aerospace parts company in Long Island, New York since January 2005, and Cott Corp., a private label beverage company in Tampa, Florida since November 2008.

Director: John Davis

John Davis has been Holdings' Director in Pasadena, California since April 2012. Mr. Davis is also the Chairman of Davis Entertainment, a movie production company in Los Angeles, California and has been so since June 1987. Mr. Davis is also a Managing Partner at DTV, a television station in Los Angeles, California and has been so since November 2005.

Director: Greg Dollarhyde

Greg Dollarhyde has been Holdings' Director in Pasadena, California since August 2017. Mr. Dollarhyde has also been Director of ExThera Medical Technologies in San Francisco, California since December 2018, an Executive Chairman of Zoe's Kitchen since October 2007 in Dallas, Texas and a Director of The Veggie Grill in Los Angeles, California since April 2011.

Director: William Barnum, Jr.

William Barnum, Jr. has been Holdings' Director in Pasadena, California since August 2017. Mr. Barnum has been a General Partner with Brentwood Associates in Los Angeles, California since June 1986. Mr. Barnum has also served as a Director of Lazy Dog Restaurants in Huntington Beach, California since July 2013, a Director of Veggie Grill in Los Angeles, California since January 2013, a Director of Excelligence Learning Corporation in Monterey, California since December 2014 and a Director at the Teaching Company in Chantilly, Virginia since September 2006.

Director: Rahul Aggarwal

Rahul Aggarwal has been Holdings' Director in Pasadena, California since August 2017. Mr. Aggarwal has been a General Partner with Brentwood Associates in Los Angeles, California since December 2014 and has been with Brentwood Associates since July 1999. Mr. Aggarwal has also served as a Director of Lazy Dog Restaurants in Huntington Beach, California since July 2013, a Director of Veggie Grill in Los Angeles, California since January 2013, a Director of Pacific Catch in San Francisco, California since April 2016.

Director: Josh Goldin

Josh Goldin has been Holdings' Director in Pasadena, California since January 2021. Mr. Goldin is also a Co-Founder and Managing Partner of Alliance Consumer Growth, which has offices in Los Angeles, California and New York, New York, since July 2011. Mr. Goldin has also served as a Board Member of Snooze A.M. Eatery in Denver, Colorado since September 2017, a Board Member of Tender Greens in Los Angeles, California since July 2015, and a Board Observer of PDQ Restaurants in Tampa, Florida since August 2014.

Independent Manager: Clarice Turner

Clarice Turner has been an Independent Manager in Pasadena, California since October 2018. Ms. Turner is the Founder and Chief Executive Office of Carneros in Napa, California since its inception in January 2018. Ms. Turner also serves as a Board Director for Delicato Family Vineyards in Manteca, California since September 2017.

ITEM 3
LITIGATION

Concluded Actions

Zebrasky v. Blaze Pizza, LLC and Doe Defendants 1-20, Case No. 19CV00838 (Santa Barbara County, California Superior Court, filed February 13, 2019 (Class Action)

On February 13, 2019, Marc Zebrasky, individually and on behalf of all persons similarly situated ("Plaintiff"), filed a class action complaint against BP, alleging that BP and certain California franchisees failed to redeem gift cards with a balance of less than $10 in violation of California's Gift Card Law, and that such conduct constituted deceptive trade practices in violation of California's Consumers Legal Remedies Act, violations of California's Unfair Competition Laws and California's False Advertising Laws. Plaintiff sought class certification, injunctive relief requiring that Blaze Pizza's California restaurants be required to redeem gift cards valued at less than $10 for cash, that BP and its California franchisees post notices to consumers concerning their ability to redeem gift cards valued at less than $10 for cash, that BP train and post notices to restaurant employees concerning the redemption of gift cards valued at less than $10 for cash, distribution of monies recovered be paid to consumers and for its attorney fees and costs and other unspecified relief. Plaintiff and BP entered into an agreed settlement, pursuant to which BP denied all allegations of wrongdoing, but agreed to pay Plaintiff $1,500 plus $67,000 in attorney fees; issue up to 3,143 consumer egift cards to California residents valued at $10; complete employee training; and, post notices and implement procedures at all California restaurants to ensure that gift cards valued under $10 are able to be redeemed for cash. On January 17, 2020, the Court granted the parties' motion for final approval of the class action settlement and final settlement payments were made on February 7, 2020.

ITEM 4
BANKRUPTCY

No bankruptcies are required to be disclosed in this Item.

ITEM 5
INITIAL FEES

Franchise Agreement

Initial Franchise Fee

An Initial Franchise Fee of $30,000 is payment for all of our pre-opening assistance that we provide to allow you to open your Restaurant. The Initial Franchise Fee is non-refundable, uniform, and payable in a lump-sum when you sign each Franchise Agreement. We did not collect any reduced Initial Franchise Fees during our last fiscal year.

Mobile Device Management License Fee

Prior to opening, you must obtain two tablet computers ("Training Tablets") from our approved vendor for each Restaurant you open. The Training Tablets will have our proprietary recipes and training software. You must pay us a $95 fee for a 3-year license for mobile device management ("MDM") prior to opening your Restaurant. This fee is nonrefundable.

Grand Opening Advertising Program

You must conduct a grand opening advertising program that we approve in advance. You must spend a minimum of $10,000 in connection with your grand opening advertising program. We may require you to deposit with us into an escrow or similar account the full amount of your total budget that we approve for use in connection with conducting the grand opening advertising program prior to your use of the funds. We will release funds from the escrow or similar account as your approved grand opening advertising program expenditures become due. The funds you may be required to deposit with us into an escrow or similar account are not otherwise refundable.

Area Development Agreement

The development fee ("Development Fee") is $10,000 multiplied by the number of Restaurants (excluding the first Restaurant) to be developed under the Area Development Agreement. We will credit a portion of the Development Fee against the Initial Franchise Fee ($10,000 for the second and each subsequent franchise agreement) until the Development Fee is exhausted. The Development Fee is uniformly calculated, payable when you sign your Area Development Agreement and is non-refundable under any circumstances, even if you fail to open any Restaurants. We did not collect any reduced Development Fees during our last fiscal year.

ITEM 6
OTHER FEES

Type of Fee(1)	Amount	Due Date	Remarks
Continuing Royalty(2)	5% of Gross Sales	Due on Wednesday of each week	The "Continuing Royalty" is based on "Gross Sales" during the previous week. Payments are made via an electronic funds transfer ("EFT").
Creative Fund Contribution(2)	Then-current fee (currently 2% of weekly Gross Sales)	Same as Continuing Royalty	You must contribute 2% of your Gross Sales to our system-wide "Creative Fund" for our use in developing and building the Blaze Pizza brand ("Creative Fund Contribution"). We may increase or otherwise modify the Creative Fund Contribution to up to 4% for Restaurants upon 60 days' written notice to you. Certain franchisees may contribute on a different basis (currently between 0% and 2% of Gross Sales) depending on where their Restaurant is located (such as Non-Traditional Venues).
Local Advertising Payment	The difference between the amount you spent on local advertising each month and your required local advertising requirement.	As incurred	You are required to spend two percent (2%) of your total Gross Sales of the immediately preceding 6-month period on local advertising ("Local Advertising Requirement"). If you fail to meet your requirement on local advertising during any rolling 6-month period, we may require that you pay us the difference between the amount you spent and the required advertising expenditure, which will be contributed to the Creative Fund.

Type of Fee[1]	Amount	Due Date	Remarks
Training Software License and MDM License Fee	Currently $60 per month; $100 - $200 MDM license fee every 3 years	Same as Continuing Royalty	You must obtain two Training Tablets from our approved vendor for each Restaurant. The Training Tablets will have our proprietary recipes and training software, and you must pay us a $60 fee once a month for the training software license for PlayerLync and a $95 fee once every 3 years for the MDM license for the Training Tablets. These fees may increase, based on our costs of obtaining the software licenses. Item 11 provides more information on the Training Tablets.
Additional Training or Assistance[3]	Our then-current charge (currently $500 to $1,500 per week), plus expenses	Prior to beginning of training	We may charge you for training additional persons, replacement personnel, newly-hired personnel, refresher training courses, advanced training courses, and additional or special assistance or training you need or request. We may require you to attend remedial training to address your operational deficiencies. If we are required to provide management training for you following the opening of your second Restaurant, we may charge this fee. The fee amount will depend on the training required and experience level of the trainer. You are also required to reimburse us for our expenses if we travel to your Restaurant to conduct additional training.
Subsequent On-Site Training Program Fee	Our then-current charge (currently $12,500 to $17,500).	If applicable, payable prior to beginning of On-Site training for your third Restaurant	We provide a team of corporate training staff to conduct on-site training and support for your first 2 Restaurants ("On-Site Training") without charge. If you request that we, and we agree to, provide On-Site Training for your 3rd or any subsequent Restaurant, you are required to pay us our then-current On-Site Training fee.
Registration for Annual Convention	Between $250 and $500 per attendee	Payable 30 days after written notice to you unless otherwise specified by us in writing	We may charge a per person attendance fee for our annual convention at which attendance is mandatory by you, or your operating principal or other principal acceptable to us.
Technology Fee	Up to $200 per month.	Same as Continuing Royalty.	This technology fee covers our costs for providing you with certain technology support services. We will not increase this fee by more than 3% in any given year.

Type of Fee[(1)]	Amount	Due Date	Remarks
Transfer Fee[(4)]	50% of our then-current initial franchise fee per Restaurant	$1,000 non-refundable deposit at time of transfer application submittal, and the remaining balance of fee at time of approved transfer	Payable when you transfer your Franchise or upon any "Assignment" as defined in the Franchise Agreement. Unless we approve otherwise, in our sole discretion, you will not be able to transfer single Restaurants or franchise agreements for unopened Restaurants under the Area Development Agreement as explained in Note 4 below.
Transfer to Entity	Our actual costs	Upon demand	If you are transferring the Franchise Agreement to an entity that you control, you will not be required to pay a transfer fee but you must pay our actual costs.
Securities Offering Fee (Area Development Franchises Only)	The greater of a: (a) non-refundable fee equal to 50% of our then-current initial franchise fee; or (b) our reasonable costs and expenses associated with reviewing the proposed offering	Due when you ask us to review a proposed securities offering	If you plan to offer securities by private offering, you must obtain our approval. You must submit all documents we reasonably request and pay this fee.
Renewal Fee	50% of our then-current initial franchise fee, or $15,000 if we are not then offering franchises for sale	Upon signing a successor franchise agreement	Payable if you qualify to renew your Franchise Agreement and choose to enter into a successor franchise agreement.
Relocation Fee	50% of our then-current initial franchise fee or additional restaurant fee, as applicable	Prior to relocation	Payable if we permit you to relocate your Restaurant.
Late Fee	$100 per occurrence, plus lesser of the daily equivalent of 12% per year simple interest or the highest rate allowed by law ("Interest")	As incurred	Payable if any payment due to us or our affiliates is not made by the due date. Interest accrues from the original due date until payment is received in full.
Management Fee[(5)]	$500 per day per representative, plus expenses	As incurred	Payable if we or our affiliate manages the Franchise after you materially breach the Franchise Agreement, or upon your, your Operating Principal's or Restaurant manager's absence, termination, death, or disability.
Reputation Management Fee	Actual costs, currently $38 per month per Restaurant	As incurred	We will collect this fee from you and pay our vendor to manage online reviews for your Restaurant.
Loyalty Platform Fee	Actual costs, currently $120 per month per Restaurant	As incurred	We will collect this fee from you and pay our vendor for our mobile application programs.
Audit Expenses	Cost of audit and inspection, any understated amounts plus Interest, and any related accounting and legal expenses	Upon demand	You will be required to pay this if an audit reveals that you understated your weekly Gross Sales by more than 2%.

Type of Fee[1]	Amount	Due Date	Remarks
Non-Sufficient Funds Fee	$50 per occurrence	As incurred	Payable if any check or EFT payment is not successful due to insufficient funds, stop payment, or any similar event.
Insurance	Reimbursement of our costs plus a 20% administration charge	Upon demand	If you fail to obtain insurance, we may obtain insurance for you and you must reimburse us for the cost of insurance obtained plus 20% of the premium for an administrative cost of obtaining the insurance.
Site Review and Evaluation Fee	Actual costs	As incurred	We typically review up to three sites for each Restaurant at no charge. We may charge you this fee, in our sole discretion, if you are required to submit more than three sites.
Re-Inspection	Cost of re-inspection (estimated to be approximately between $200 - $500)	Before re-inspection	If you fail an inspection (including a food safety inspection, cleanliness inspection or other inspection), we will require you to undergo an additional audit or inspection. You will pay us, or our approved vendor, directly upon invoicing. This fee is uniformly imposed and is not refundable under any circumstances.
Rescheduling Expenses	Actual costs	As incurred	You must reimburse us for costs and expenses incurred if pre-opening training and review is delayed or accelerated by more than two days.
Non-Compliance Fee	Currently, $250 to $500 for a single default, but may vary based on the severity of defaults and repetition of defaults	As incurred	Payable if you fail to comply with any of the Blaze Standards Guidelines, in addition to any other remedies that we are entitled to pursue. The fee may be charged repeatedly (as frequently as daily) if the non-compliance is ongoing.
Guest Relations Fee	Currently, $10 to $25 for each guest complaint or other contact request that you do not timely respond to, or for each excessive guest complaint	As incurred	Payable, in addition to any other remedies that we are entitled to pursue (including reimbursement of any costs or expenses we may incur related to responding to or resolving such complaint on your behalf), if you fail to respond in accordance with our Standards within 72 hours to a guest contact request that we send to you or a guest complaint. We may also impose this fee for the fourth and each subsequent guest complaint received in a given month related to your Restaurant. We may change the fee, time period for responding to complaints, and number of complaints, and number of complaints deemed to be excessive from time to time.
Supplier and Product Evaluation Fee	Costs of inspection (estimated to be approximately $100 to $500)	As incurred	We may charge a fee if we inspect a new product, service or proposed supplier nominated by you.

Type of Fee[1]	Amount	Due Date	Remarks
Legal Costs and Professional Fees	Will vary under circumstances	As incurred	You will be required to reimburse us for any legal or accounting fees that we incur as a result of any breach or termination of your Franchise Agreement. You must reimburse us if we are required to incur any expenses in enforcing our rights against you under the Franchise Agreement.
Indemnification	Will vary under circumstances	As incurred	You must indemnify and reimburse us for any expenses or losses that we or our representatives incur related in any way to your Restaurant or Franchise.
Liquidated Damages	Will vary under the circumstances. Liquidated damages are determined by multiplying the combined monthly average of Continuing Royalty and Creative Fund Contributions (without regard to any fee waivers or other reductions) that are owed by you to us, beginning with the date you open your Blaze Pizza Business through the date of early termination, multiplied by the lesser of: (i) 36; or (ii) the number of months remaining in the term of the Franchise Agreement, except that liquidated damages will not, under any circumstances, be less than $30,000.	Within 15 days after termination of the Franchise Agreement	Due only if we terminate the Franchise Agreement before the end of the term because of your material breach, or you terminate the Franchise Agreement without legal cause.
Broker Fees	Our actual cost of the brokerage commissions, finder's fees, or similar charges	As incurred	If you transfer your Blaze Pizza Business to a third party or purchaser, you must reimburse all of our actual costs for commissions, finder's fees and similar charges.

Notes:

1. Fees. All fees paid to us or our affiliates are uniform and not refundable under any circumstances once paid. Fees paid to vendors or other suppliers may be refundable depending on the vendors and suppliers. We currently require you to pay fees and other amounts due to us or our affiliates via EFT or other similar means. You are required to complete the EFT authorization (in the form attached to this Franchise Disclosure Document as Exhibit I). We can require an alternative payment method or payment frequency for any fees or amounts owed to us or our affiliates under the Franchise Agreement. If you enter into an Area Development Agreement to operate multiple Restaurants, the fees indicated in the chart above are the fees charged and/or incurred for each

Restaurant. All fees are current as of the Issuance Date of this Franchise Disclosure Document. Certain fees that we have indicated may increase over the term of the Franchise Agreement.

2. Gross Sales. "Gross Sales" includes all revenues received or receivable by you as payment, whether in cash or for credit or barter, or other means of exchange (and, if for credit or barter, whether or not payment is received), on account of any and all goods, merchandise, services or products sold in or from your Restaurant, including in-store, dining, carry-out, online orders, delivery, third-party voucher sales, gift cards, catering or otherwise, or which are promoted or sold under any of the trademarks or by using the System. Gross Sales excludes: (i) sales taxes, value added or other tax, excise or duty charged to customers, based on sales at or from your Restaurant; (ii) tips, gratuities or service charges paid directly by customers to your employees or paid to you and promptly turned over to your employees in lieu of direct tips or gratuities; and (iii) proceeds from isolated sales of equipment and trade fixtures which are not part of your products and services offered for resale at your Restaurant nor having any material effect upon the ongoing operation of your Restaurant. For items sold pursuant to coupons or other discounts (which we must approve), Gross Sales also excludes the amount discounted from the purchase price of such items and from sales of pre-paid gift cards and certificates.

3. Training. We provide our BSTP (as defined in Item 11) training program (up to 4 weeks) for up to three management persons, one Director of Operations and/or Multi-Unit Supervisor and one Operating Principal, provided they attend initial training at the same time. There is no additional charge for training up to 3 managers per location for your first 2 Restaurants or until you have a nationally certified training restaurant and a certified training manager (each as described in Item 11), whichever comes first. After this, you are required to pay our then-current fees and expenses for additional certifications, re-certifications or multiple certification attempts.

4. Transfer Fee. Because our primary focus is to work with franchisees that own multiple Restaurants, we place a restriction on the number of Restaurants that you are able to transfer to preserve this model. If you own (directly or indirectly through affiliates) three or less Restaurants, any Assignment must include the rights for all Restaurants and if you own more than three Restaurants, any Assignment must include at least fifty percent (50%) of the rights for the Restaurants. We also do not allow franchisees to transfer their rights to open Restaurants under the Area Development Agreement. We do not typically allow transfers of Non-Traditional Restaurants because Non-Traditional Restaurants are generally operated by special operators that have a relationship with each host facility.

5. Management Fee. We may designate an individual of our choosing ("Interim Manager") to temporarily manage your Restaurant if you are in breach of the Franchise Agreement or upon your, your Operating Principal's or your Restaurant manager's absence, termination, death, or disability ("Step-in Rights"). If we exercise our Step-in Rights, you will pay a management fee of $500 for every day the Restaurant is managed by the Interim Manager. In addition, you must pay all costs and expenses we incur in connection with our exercise of Step-in Rights, such as reasonable attorney, accountant and other professional fees and costs.

ITEM 7
ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

<u>Single Restaurant</u>

Category of Investment	Amount		Method of Payment	When Due	To Whom Paid
	Low	High			
Initial Franchise Fee[1]	$30,000	$30,000	Lump Sum	When you sign your Franchise Agreement	Us
Architect / Engineer[2]	$15,000	$27,500	As incurred	As invoiced	Approved Suppliers
Permits and Liquor Licensing[3]	$5,000	$25,000	As incurred	As invoiced	Approved Suppliers and Government Agencies
Leasehold Improvements[4]	$275,000	$475,000	As incurred	As invoiced	Approved Suppliers
Furniture, Fixtures, Equipment and Décor[5]	$185,000	$300,000	As incurred	As invoiced	Approved Suppliers
Signage and Graphics	$20,000	$34,500	As incurred	As invoiced	Approved Suppliers
Grand Opening Kit, Menu Boards[6]	$4,900	$5,500	As incurred	As invoiced	Approved Suppliers
Computer/Information Systems[7]	$3,000	$15,000	As incurred	As invoiced	Us or Approved Suppliers
Uniforms, Initial Inventory and Smallware	$24,000	$41,500	As incurred	As invoiced	Approved Suppliers
Grand Opening Advertising Program[8]	$10,000	$30,000	As incurred	As invoiced	Us/Approved Suppliers
Grand Opening Free Pizzas[9]	$0	$6,000	As incurred	As incurred	Approved Suppliers
Insurance Deposits[10]	$500	$5,000	As incurred	As invoiced	Insurance Carrier
First Month's Rent / Security Deposit	$3,000	$24,000	As incurred	As invoiced	Landlord
Initial Training Expenses [11]	$5,000	$7,500	As incurred	As invoiced	Approved Suppliers
Professional Fees	$5,000	$15,000	As incurred	As incurred	Your Financial And Legal Advisors
Additional Funds[12] – 3 Months	$20,000	$45,000	As incurred	As invoiced	Suppliers and Employees

Category of Investment	Amount		Method of Payment	When Due	To Whom Paid
	Low	High			
TOTAL ESTIMATED INITIAL INVESTMENT	$605,400	$1,086,500			

Notes:

These estimated initial expenses are our best estimate of the costs you may incur in establishing and operating your Restaurant. We do not offer direct or indirect financing for these items.

The estimated initial investment for Non-Traditional Restaurants and Restaurants located at food courts, while still within the estimated range set forth above, may be lower than a traditional Restaurant, and these figures represent the approximate cost for purchasing, installing and equipping the Restaurant at a traditional location. Because they are typically located in a host facility, Non-Traditional Restaurants and Restaurants located in food courts may require fewer leasehold improvements and equipment expenditures than traditional Restaurants. Opening inventory expenditures may be lower as well, but the initial investment in a Non-Traditional Restaurants and Restaurants located at food courts depends on the type, location and configuration of the Restaurant and of the host facility.

The factors underlying our estimates may vary depending on several variables, and the actual investment you make in developing and opening your Franchise may be greater or less than the estimates given depending upon the location of your Franchise, and current relevant market conditions. All expenses payable to us or our affiliates are non-refundable. You should review these figures carefully with your business advisors before making any decision to purchase the franchise.

1. Initial Franchise Fee. The initial franchise fee is $30,000, paid upon execution of the Franchise Agreement and is non-refundable. See Item 5 for additional information regarding the initial franchise fee when you sign an Area Development Agreement.

2. Architect/Engineer. You must retain one of our designated architects to create your preliminary floorplan at your cost (approximately $900 to $1,500), or alternatively, one of our design managers will create your preliminary floorplan at no cost to you. You may choose to retain either one of our designated architects or another architect we approve to prepare your construction documents. Upon completion of your construction documents, if you choose not to use our designated architects, we will require you to employ our designated architect to review and approve the construction documents for a fee of $600 to $1,000. Our own design managers will review the construction documents too and provide input on the placement of trade dress elements, general restaurant layout and other input as deemed appropriate at no charge to you.

3. Permits and Liquor Licensing. The cost to obtain a license to sell beer and wine varies greatly depending on the licensing authority and the local resale market. In municipalities that use a quota-based system with no available licenses, the cost to acquire one from an existing licensee can be substantially higher. If so, we will not require you to sell beer and wine until you are able to obtain a license from the municipality. In municipalities that are not quota-based, the cost is usually limited to filing fees, plus fees for attorney's services and other service providers.

4. Leasehold Improvements. Restaurants will most likely be located in retail strip malls, dense urban areas, regional shopping centers and entertainment and travel centers. The typical Restaurant will be approximately 2,200 to 3,000 square feet. A typical Non-Traditional Restaurant or a Restaurant located in a food court will be approximately or 1,000 to 1,200 square feet. The cost of improvements will vary depending on a number of factors, including: (i) size and condition of the space; (ii) pre-construction costs; and (iii) the cost of materials and labor. This estimate does not include any construction allowances or tenant improvement credits that may be offered by your landlord. If your landlord provides a tenant improvement allowance and you do not experience significant cost over-runs, delays, etc., your actual leasehold improvement costs might be at the lower end of the estimate (although your landlord might incorporate the amount of the tenant improvement allowances into your rent).

5. Furniture, Fixtures, Equipment and Décor. This is our estimate for the necessary furniture, fixtures equipment and décor to equip the Restaurant, which includes millwork, lighting, music, furniture and kitchen equipment.

6. Grand Opening Kit, Menu Boards. This is our estimate for the required grand opening kit, and menu boards you must purchase for the Restaurant. If you purchase a franchise for a Non-Traditional Restaurant, these costs are generally less, though that depends on the venue, size of space and menu limitations in which the Non-Traditional Restaurant is located.

7. Computer/Information Systems. This estimate includes the cost to (i) lease the Computer System, (ii) purchase and install the Online Ordering System Tablet, (iii) lease two EMV terminals and pay for the related EMV activation fees, and (iv) purchase two Training Tablets and pay for the related Training Tablet training software license fees for 3 months and MDM license for the first 3 years. Each of these items are described and, where applicable, defined, in Item 11. The low end of the range in the chart reflects an estimate of the costs for computer/information systems for a Non-Traditional Restaurant, since we have fewer computer/information systems requirements for Non-Traditional Restaurants.

8. Grand Opening Advertising Program. The amounts you must spend on your grand opening advertising program (as discussed in Item 11) are in addition to the costs of the free pizzas you must give away at the grand opening of a Restaurant. You must spend a minimum of $10,000 in connection with your grand opening advertising program. We may require you to deposit with us into an escrow or similar account the full amount of your total budget that we approve for use in connection with conducting the grand opening advertising program prior to your use of the funds.

9. Grand Opening Free Pizzas. The estimated cost of free pizzas given away at a Restaurant ranges from $0 to $6,000. You are not required to give away free pizzas at the grand opening of a Non-Traditional Restaurant.

10. Insurance Deposits. This estimate is for the deposit for your insurance policies.

11. Initial Training. These figures include your costs of travel and expenses during your initial training program.

12. Additional Funds. The estimate of additional funds for the initial phase of your business is based on your staff salaries and miscellaneous startup costs and operating expenses through the first 3 months of operation. The estimate of additional funds does not include an owner's salary or

draw. We have relied on our affiliates' and our executives' experience in operating and franchising Restaurants in formulating this estimate.

YOUR ESTIMATED INITIAL INVESTMENT

Area Development Agreement

Category of Investment	Amount		Method of Payment	When Due	To Whom Paid
	Low	High			
Development Fee[(1)]	$10,000	$90,000	Lump Sum	When you sign your Area Development Agreement	Us
TOTAL ESTIMATED INITIAL INVESTMENT [(10)]	$10,000	$90,000			

Notes:

1. Development Fee. If you sign an Area Development Agreement to develop a mutually agreed upon number of Restaurants, you will pay a Development Fee equal to $10,000 multiplied by the number of Restaurants (excluding the first Restaurant) to be developed under the Area Development Agreement. We will credit a portion of the Development Fee against the Initial Franchise Fee ($10,000 for the second and each subsequent franchise agreement) until the Development Fee is exhausted. See Item 5 for additional information regarding the Development Fee and the Initial Franchise Fee. The low estimated amount equals the Development Fee for the right to open 2 Restaurants and the high estimated amount equals the Development Fee for the right to open a total of 10 Restaurants. You may incur additional legal, accounting and other fees for reviewing the Area Development Agreement. The table does not include an estimate for this.

ITEM 8
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

You must operate your Restaurant according to our System and specifications. This includes purchasing or leasing all goods, services, supplies, fixtures, equipment, inventory, computer hardware and software, and real estate related to establishing and operating your Restaurant under our specifications, which may include purchasing these items from (i) our designees, (ii) approved suppliers, and/or (iii) us or our affiliates. You must not deviate from these methods, standards and specifications without our prior written consent, or otherwise operate in any manner which reflects adversely on our marks or the system.

If we do not require you to use a designated source or approved supplier for a particular item, you may purchase the item from any vendor you choose so long as your purchases conform to our System and specifications. We may restrict the sourcing of current and future items.

Proprietary Products. We utilize proprietary food products and recipes ("Proprietary Products") and may continue to develop and own proprietary recipes. In order to protect their trade secrets and to monitor the manufacture, packaging, processing, and sale of Proprietary Products, we or our affiliates may: (i) manufacture, supply, and sell Proprietary Products to Blaze Pizza franchisees; and/or (ii) disclose the formula for methods and preparation of the Proprietary Products to a limited number of suppliers, including one or more of our affiliates, who we authorize to manufacture these Proprietary Products to our precise specifications and sell these products to Blaze Pizza franchisees. You must purchase the Proprietary Products we or our affiliates develop from time to time, pursuant to secret recipes or formulas, and purchase them only from us or a third party who we have approved to prepare and sell the products. Certain products such as plates, cups, boxes, and containers bearing the trademarks must be purchased by you from certain suppliers approved by us who are authorized to manufacture these products bearing our trademarks.

Certain Non-Proprietary Products and Inventory. We may designate certain non-proprietary products, such as condiments, merchandise, beverages, raw materials, fixtures, furnishings, equipment, uniforms, supplies, paper goods, services, menus, packaging, forms, computer hardware, software, modems and peripheral equipment and other products, supplies, services and equipment, other than Proprietary Products, which you must use and/or offer and sell at your Restaurant ("Non-Proprietary Products"). You may use, offer or sell only those Non-Proprietary Products that we expressly authorize.

You must at all times maintain an inventory of approved food products, beverages, ingredients and other products for your Restaurant in the types and quantities we designate. We may require you to place a minimum designated number of orders within a given timeframe for certain types of food products, beverages, ingredients and other products. If you fail to maintain an inventory of approved items in the types and quantities we designate or to place the minimum number of orders within a given timeframe that we designate, and do not cure the breach within 30 days, we may terminate the Franchise Agreement. You must use the menus and menu boards that we designate and serve meals and products in the manner we designate. You must use our approved vendor of certain chemicals/filtration systems according to the Blaze Standards Guidelines. You must purchase and maintain the filtration system which requires yearly filter replacement.

Design Plans and Approved Architectural Services. Your Restaurant must be constructed, equipped and improved in compliance with our approved current design criteria. You may employ our designated architect or any architects and general contractors you desire, so long as they meet our approval; however, all plans and modifications to the Restaurant facility must be submitted to us for our review and acceptance before you start construction. If you do not use our designated architects, you must hire them for construction document review. Unless we notify you in writing that the plans and modifications are accepted, they will be deemed rejected. You must also purchase pest control services according to the Blaze Standards Guidelines.

Internet Service, Computer Hardware and Software and IT-Related Cabling. You must use the internet service, computer hardware and software, including the point-of-sale system, online ordering system, phone order system, reporting system, and payment system, and IT-related cabling relating to the computer hardware and software and other IT-related services and systems, that we either periodically designate or that meet our specifications to operate your Restaurant. You must obtain these items, along with installation, hosting, maintenance and support services, and other related services, from the suppliers we specify, in some cases, or approve, in other cases, which may include us or our affiliates. You must use our designated merchant services provider for debit and credit cards. You will be required to pay us and/or our affiliates our then current fees if we require you to obtain these items and/or services from us and/or our affiliates or if we require you to reimburse us and/or our affiliates for remediating any issue we determine exists with items and/or services you obtained from third-party suppliers.

Third-Party Delivery Vendors. You must follow our delivery and catering policies and procedures in our Blaze Standards Guidelines, which may require you to provide catering and delivery services and/or utilize third-party delivery services (e.g. Uber Eats, Grubhub, DoorDash, EZCater, etc.). You may be required to use the third-party delivery service(s) with which we have a national contract, and you may not contract with any other delivery platform without our written approval.

Insurance. You must obtain the insurance coverage required under the Franchise Agreement, including the following:

1. Worker's Compensation Insurance – This policy must be in the amounts required by applicable law.

2. Employer's Liability Insurance – This policy must be in the amount of at least $1,000,000 per occurrence.

3. Commercial General Liability Insurance – This policy must include products and completed operations coverages of not less than $1,000,000 per occurrence, with a $2,000,000 per location aggregate (for locations in the states of New York, Texas and California these limits must be $3,000,000 per occurrence with a $5,000,000 per location aggregate). The fire legal liability limit may not be less than $1,000,000. The policy must contain a contractual liability endorsement and cannot contain an exclusion for occurrences arising from food-borne illness. The policy will also include an additional insured endorsement for us and our affiliates. The policy must also have a waiver of subrogation endorsement in favor of us and our affiliates.

4. Liquor Liability Insurance – This policy must not be less than $1,000,000 per occurrence, with a $2,000,000 per location aggregate (for locations in the states of New York, Texas and California these limits must be $3,000,000 per occurrence with a $5,000,000 per location aggregate).

5. Commercial Property Insurance – This must include special form perils endorsement insuring your property, including plate glass, in the store location for the full replacement value, without deduction for depreciation. This policy must have a replacement cost endorsement. This insurance must include all of your work, improvements and betterments, your inventory, merchandise, signs, goods, trade fixtures, furnishings, equipment, furniture, wall coverings, floor coverings, and other personal property.

6. You must insure for water damage from all causes including but not limited to sprinkler damage, sewer discharge or backup, water line breakage, and overflow from other spaces, if any.

7. Loss of Business Income/Business Interruption Insurance – This must include extra expense and contingent business income coverage. The limits for this insurance are based on a minimum of 12 months business income with a 60 day extended period of indemnity endorsement.

8. Boiler and Machinery Insurance – This policy must include mechanical breakdown, covering rooftop HVAC units and any separate heating units or boilers which serve only the Franchised Restaurant. Such coverage will be for the full replacement value of the units without deduction for depreciation.

You must obtain the insurance from an insurance company with an A or better A.M. Best rating and licensed to do business in the state in which the Restaurant is located. You will be required to provide us with a certificate evidencing coverage prior to opening the Restaurant, yearly upon renewal, and from time to time as we request. We may periodically increase the amounts of coverage required under these insurance policies and/or require different or additional insurance coverage at any time. You may obtain additional insurance coverage as you feel necessary. You may purchase your insurance from any carrier subject to our approval, not to be unreasonably withheld. All insurance policies must name us and any affiliates we designate as additional named insured parties.

If you operate a Non-Traditional Restaurant, and if we request, you must ensure that the general business liability and any other required insurance policies and coverage identified above, cover all common areas within the host facility. If you operate other restaurants or businesses within the host facility, in addition to your Non-Traditional Restaurant, you must obtain and maintain comprehensive business liability insurance and an umbrella insurance policy collectively covering all of your businesses.

The specifications, standards, and guidelines for all products and services we require you to obtain in establishing and operating your Restaurant, including our approved vendors for these products and services, is contained in our Blaze "Manager Tools Binder" and other written materials that we collectively call the "Blaze Standards Guidelines." We will notify you of new or modified specifications, standards, and guidelines through periodic amendments or supplements to the Blaze Standards Guidelines or through other written communication (including electronic communication such as email). You must purchase, install, maintain in sufficient supply, and use, only fixtures, furnishings, equipment, signs, and supplies that conform to the standards and specifications described in the Blaze Standards Guidelines or otherwise in writing.

We will provide you with a list of our designated and approved suppliers in our Blaze Standards Guidelines. If you want to use or sell a product or service that we have not yet evaluated, or if you want to purchase or lease a product or service from a supplier or provider that we have not yet approved (for services and products that require supplier approval), you must notify us and submit to us the information, specifications, and samples we request. We will notify you within 30 days after receiving all requested information and materials whether you are authorized to purchase or lease the product or service from that supplier or provider. We may charge a fee to evaluate the proposed product, service, or supplier. We apply the following general criteria in approving a proposed supplier: (1) ability to purchase the product in bulk; (2) quality of services; (3) production and delivery capability; (4) proximity to Restaurants to ensure timely deliveries of the product or services; (5) the dependability of the supplier; and (6) other factors. The supplier may also be required to sign a supplier agreement with us. We may periodically re-inspect approved suppliers' facilities and products and we may revoke our approval of any supplier, product, or service that does not continue to meet our specifications. We will send written notice of any revocation of an approved supplier, product, or service. We do not provide material benefits to you based solely on your use of designated or approved sources. Neither we nor any of our affiliates are currently an approved supplier of any goods or services provided to franchisees, though we may be in the future. None of our officers own an interest in any supplier.

We estimate that approximately 85%-95% of purchases required to open your Restaurant and 85%-95% of purchases required to operate your Restaurant will be from us or from other approved suppliers or under our specifications.

During our 2022 fiscal year ended December 25, 2022, neither we nor our affiliates received any revenue from required purchases and leases of products and services by franchisees, although we and they may receive revenue from franchisees' required purchases and leases in the future.

We may receive rebates, credits and marketing allowances based on volume purchases by us, our affiliates and franchisees. The payments may vary from supplier to supplier, and in some cases, the basis for the payment varies over time with respect to the same supplier. We may direct unrestricted supplier payments into the Creative Fund, or we may allocate funds among franchisees based on their purchases or other criteria. Subject to applicable state law, we have no obligation to use supplier payments in a particular fashion or to pass them through to you. We may retain any or all rebates, commissions, fees, and other economic benefits received from unaffiliated suppliers based on franchisees' purchases. Any distributions from the Creative Fund will be net of the actual and reasonable costs and expenses incurred to administer, collect, calculate and distribute the rebates, credits and marketing allowances. Any contribution of rebates or credits to the Creative Fund will not reduce your obligation to pay the Creative Fund Contribution.

We have entered into agreements with our beverage suppliers which require them to pay flat fee marketing allowances based on volume purchases by us, our affiliates and franchisees. The suppliers will disburse your pro rata share of these marketing allowances directly to you in proportion to your purchases or sales volumes compared to other franchisees and us and our affiliates. We have also entered into a supplier agreement with our point-of-sale supplier, a distribution agreement with a food supplier, and purchase agreements for many of our proprietary food and paper supplies to help manage costs effectively throughout the year. Otherwise, we have not negotiated purchase agreements with suppliers or established purchasing or distribution cooperatives. Some of our suppliers may pay us sponsorship fees to attend the annual convention. We are free to use these funds as we determine in our sole discretion.

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	Article In Agreement	Disclosure Document Item
a. Site selection and acquisition/lease	Articles 5.1, 5.2 and 5.3 of Franchise Agreement; Article 6.1 of Area Development Agreement	Items 8 & 11
b. Pre-opening purchases/leases	Article 5.3 of Franchise Agreement	Items 8 & 11
c. Site development and other pre-opening requirements	Article 5.4 of Franchise Agreement; Article 6.1 & 6.2 of Area Development Agreement	Items 7 & 11
d. Initial and ongoing training	Article 6 of Franchise Agreement	Item 11
e. Opening	Article 5 of Franchise Agreement	Item 11
f. Fees	Article 4 of Franchise Agreement; Article 5 of Area Development Agreement	Items 5 & 6
g. Compliance with standards and policies/Blaze Standards Guidelines	Article 7 of Franchise Agreement	Item 11
h. Trademarks and proprietary information	Article 11 of Franchise Agreement	Items 13 & 14

Obligation	Article In Agreement	Disclosure Document Item
i. Restrictions on products/services offered	Articles 7.6, 9.1, 9.2, 9.3 and 9.4 of Franchise Agreement	Items 8 & 16
j. Warranty and customer service requirements	Articles 7 and 9.7 of Franchise Agreement	Item 11
k. Territorial development and sales quotas	Article 2 of Area Development Agreement	Item 12
l. Ongoing product/service purchases	Articles 9.1, 9.2, 9.3 and 9.4 of Franchise Agreement	Item 8 & 16
m. Maintenance, appearance, and remodeling requirements	Article 5.5 of Franchise Agreement	Item 11
n. Insurance	Article 16 of Franchise Agreement	Items 6 & 8
o. Advertising	Article 8 of Franchise Agreement	Items 6 & 11
p. Indemnification	Articles 13.2.4, 13.3.4, 17.1 and 17.2 of Franchise Agreement; Articles 7.3, 11.1 and 11.2 of Area Development Agreement	Item 6
q. Owner's participation/ management/staffing	Article 7.2 of Franchise Agreement	Items 11 & 15
r. Records/reports	Articles 10.1 and 10.4 of Franchise Agreement	Item 6
s. Inspections/audits	Articles 10.2 and 10.3 of Franchise Agreement	Items 6 & 11
t. Transfer	Articles 13.1, 13.2, 13.3 and 13.4 of Franchise Agreement; Article 7.3 of Area Development Agreement	Item 17
u. Renewal	Articles 3.2, 3.3 and 3.4 of Franchise Agreement; Article 4.2, 4.3 and 4.4 of Area Development Agreement	Item 17
v. Post-termination obligations	Article 15 of Franchise Agreement; Article 4.5 of Area Development Agreement	Item 17

Obligation	Article In Agreement	Disclosure Document Item
w. Non-competition covenants	Article 12.1, 12.2, 12.3 and 12.4 of Franchise Agreement; Articles 8.1 and 8.2 of Area Development Agreement	Item 17
x. Dispute resolution	Article 18 of Franchise Agreement; Article 10 of Area Development Agreement	Item 17

ITEM 10
FINANCING

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

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

Except as listed below, BP is not required to provide you with any assistance.

Pre-Opening Obligations

Before you open your Restaurant, we (or our designee) will provide the following assistance and services to you:

Blaze Standards Guidelines. We will provide you with access to the Blaze Standards Guidelines, which are provided electronically through our PlayerLync platform and contains approximately 1,412 total pages. The table of contents for the Blaze Standards Guidelines is attached as Exhibit H. (Franchise Agreement, Article 7.4).

Site Selection Assistance. You are solely responsible for selecting the site of your Restaurant, which will be subject to our review and acceptance. While we are not responsible for locating a site for you and generally do not do so, we may present sites that have been presented to us from outside submittals. Although we will consult with you on your site and require your site be subject to our final acceptance, you have the ultimate responsibility in choosing, obtaining and developing the site for your Restaurant. We do not guarantee the suitability or success of the accepted site (Franchise Agreement, Article 5.2).

Site Review. We must accept the site before you begin lease negotiations or enter into a lease. For Restaurant openings other than your first Restaurant under an Area Development Agreement, you must sign the franchise agreement upon the earlier of the acceptance of the site of the Restaurant or 180 days before your development obligation date. In evaluating a proposed site, we consider such factors as general location and neighborhood, traffic patterns, parking, size, layout and other physical characteristics. Before leasing or purchasing the site for your Restaurant, you must submit to us, in the form we specify, a description of the site, with other information and materials we may reasonably require. Upon receiving the information regarding a proposed site, we will review the information and either accept or reject the proposed site. We are not required to physically visit a proposed site before accepting or rejecting it. Other factors we may consider in selecting or accepting sites include position in the trade area, trade area demographics, the architectural features of buildings, visibility, accessibility, parking, co-tenants, patio availability, traffic drivers, pick-up lane availability, analysis through custom modeling, and rental and construction costs. If we do not accept your proposed site within 14 days after your submission (or 14 days after you provide any supplemental information we request), the site will be deemed rejected (Franchise Agreement, Article 5.1). If you do not locate a site which is acceptable to us within 90 days of signing the Franchise Agreement or find acceptable sites and open the Restaurants by the deadlines in your Area Development Agreement, we may terminate the agreements. (Franchise Agreement, Articles 5.1 and 5.2)

Lease Review. We will review your lease agreement for the Restaurant to ensure that its terms contain our required provisions and otherwise meet our minimum standards. If we accept the proposed lease, we will notify you of our acceptance of the lease. Your lease must address certain issues, including but not limited to: (a) not obligating us in any manner; (b) no terms inconsistent with your Franchise Agreement; (c) no non-competition covenant which restricts us; (d) granting us rights to assume your rights to the premises of the Restaurant upon termination or non-renewal under the lease; (e) prohibiting competing restaurants in the same center; (f) construction in accordance with our standards; and (g) premises de-identification upon expiration or termination. We do not own or lease premises to you. (Franchise Agreement, Article 5.3)

Territory. Once you have an accepted site for your Restaurant, we will designate a territory. If you sign an Area Development Agreement, we will designate the Development Area before you sign the Area Development Agreement. If you operate a Non-Traditional Restaurant, you will not receive any exclusivity or territorial protections (Franchise Agreement, Article 2.2; Non-Traditional Venue Addendum, Section 11)

Site Design Assistance. We will provide a copy of our basic specifications for the design and layout of the premises of your Restaurant. You are responsible for the costs of preparing architectural, engineering and construction drawings and site plans, which you must submit to us for our review and approval before you begin construction of your Restaurant. You are responsible for the costs of construction and remodeling (Franchise Agreement, Article 5.4).

Equipment and Supplies. We will provide a list of approved vendors and specifications for equipment and other supplies for your Restaurant. We provide assistance in reviewing quotes if necessary. You must purchase, install, maintain in sufficient supply, and use, only fixtures, furnishings, equipment, signs, and supplies that conform to the standards and specifications described in the Blaze Standards Guidelines or otherwise in writing. (Franchise Agreement, Articles 5.4 and 5.5).

Training. We will provide the BSTP training program described below at no cost if this is your first or second Restaurant. (Franchise Agreement, Articles 6.1 and 6.2). We do not provide the above services to renewal franchisees and may not provide all of the above services to franchisees that purchase existing Blaze Pizza Businesses.

Schedule for Opening

We estimate the typical length of time between signing a Franchise Agreement and opening a Restaurant is between 9 and 12 months, assuming that a location can be obtained and leased within 1 month after you sign the Franchise Agreement. You must begin operation of your Restaurant within 12 months after signing the Franchise Agreement. Some factors which may affect this timing, are your ability to acquire a location through lease or purchase negotiations, your ability to secure any necessary financing, your ability to comply with local zoning and other ordinances, your ability to obtain any necessary permits and certifications, the timing of the delivery of equipment, tools and inventory, and the time to convert, renovate or build out your Restaurant.

Continuing Obligations

During the operation of your Restaurant, we (or our designee) will provide the following assistance and services to you:

1. Inform you of mandatory specifications, standards and procedures for the operation of your Franchise (Franchise Agreement, Article 7.1).

2. Upon reasonable request, provide advice regarding your Restaurant's operation based on reports or inspections. Advice will be given during our regular business hours and via written materials, electronic media, telephone or other methods in our discretion (Franchise Agreement, Article 10.1).

3. Approve or disapprove any advertising, direct mail, identification and promotional materials and programs you propose to use in connection with advertising (Franchise Agreement, Article 8.1).

4. Subject to our capacity and scheduling requirements, offer certification programs to you or your employees. There may be additional fees for certifications as discussed in Item 6.

5. Provide additional training to you for newly-hired personnel regarding the Blaze Pizza brand and System guidelines, refresher training courses and additional training or assistance that, in our discretion, you need or request. You may be required to pay additional fees for this training or assistance.

6. Allow you to continue to use confidential materials, including the Blaze Standards Guidelines and the Blaze Pizza trademarks.

7. Inform you of any required promotional or discount campaigns occurring on a national or regional basis, either run by us or a third-party delivery service, in which you must participate upon such terms and conditions as we establish, including minimum and maximum price policies, minimum advertised price policies, and unilateral price policies (Franchise Agreement, Article 8.5.1).

8. Inform you of any optional co-funded advertising campaigns occurring on a national, regional or local basis in which you must provide us with notice of your decision to participate or opt out of upon such terms and conditions as we may establish (Franchise Agreement, Article 8.5.1).

Optional Assistance

During the term of the Franchise Agreement, we (or our designee) may, but are not required to, provide the following assistance and services to you:

1. Modify, update or change the System, including the adoption and use of new or modified trade names, trademarks, service marks or copyrighted materials, new products, new menu items, new equipment or new techniques.

2. Make periodic visits to the Restaurant for the purpose of assisting in all aspects of the operation and management of the Franchise, prepare written reports concerning these visits outlining any suggested changes or improvements in the operation of the Restaurant, and detailing any problems in the

operations which become evident as a result of any visit. If provided at your request, you must reimburse our expenses and pay our then-current training charges.

3. Maintain and administer a Creative Fund. (Franchise Agreement, Article 8).

4. Hold periodic national or regional conferences to discuss business and operational issues affecting Blaze Pizza franchisees.

Advertising

Creative Fund

We require you to pay a Creative Fund Contribution ("Creative Fund Contribution"), currently equal to 2% of your Gross Sales to our Creative Fund (see Item 6). We may increase or otherwise modify the Creative Fund Contribution up to 4% of Gross Sales upon 60 days' written notice to you. Your contribution to the Creative Fund will be in addition to all other advertising requirements set out in this Item 11. Each franchisee will be required to contribute to the Creative Fund, but certain franchisees may contribute on a different basis depending on when they signed their Franchise Agreement or where their Restaurant is located (such as Non-Traditional Venues). We, or our affiliates, will direct all creative programs and control the creative concepts, materials and media used, media placement and allocation. We have complete discretion on how the Creative Fund will be utilized. We may use the Creative Fund for local, regional or national marketing, advertising, producing video, audio, and written materials and electronic media or any other sales promotion and promotional materials, new product development and testing and other market research, public and consumer relations such as consumer research and surveying culinary and guest experiences, web, app, and/or other IT related expenses, implementation, and maintenance, search engine optimization strategies, rebate strategies, costs associated with inbound marketing channels and providers (for example, Google, Facebook and Yelp), the development of technology for the System, administering regional and multi-regional marketing and advertising programs, including purchasing trade journal, direct mail, and other media advertising, using advertising, promotion, and marketing agencies and other advisors to provide assistance, and any other purpose to promote the Blaze Pizza brand.

Non-Traditional Restaurants may not be eligible to participate in some of the Creative Fund programs. We are not obligated to spend any amount on advertising in the geographical area where you are or will be located. We do not guarantee that advertising expenditures from the Creative Fund will benefit you or any other franchisee directly, on a pro rata basis, or at all. We assume no fiduciary duty to you or other direct or indirect liability or obligation to collect amounts due to the Creative Fund or to maintain, direct or administer the Creative Fund.

The Creative Fund may be used for all costs of administering, directing, preparing, placing and paying for national, regional or local advertising to promote and enhance the image, identify or patronage of Restaurants owned by us and by franchisees. We may reimburse ourselves for the administration of the fund not to exceed 20% of required contributions. We will not use the Creative Fund Contributions for advertising that is principally a solicitation for the sale of franchises, but we may include a notation in any advertisement indicating "Franchises Available" or similar phrasing or include information regarding acquiring a franchise on or as a part of materials and items produced by or for the Creative Fund. The Creative Fund will be in a separate bank account, commercial account or savings account. The Creative Fund is not audited. We will provide an annual accounting when available for the Creative Fund that shows how the Creative Fund proceeds have been spent for the previous year upon written request.

Any unused funds in any calendar year will be applied to the following year's funds, and we may contribute or loan additional funds to the Creative Fund on any terms we deem reasonable.

Although we do not intend to do so, we may dissolve the Creative Fund at any point. If we decide to dissolve the Creative Fund, we will either spend or distribute pro rata any remaining funds before dissolution.

Each franchisee will be required to contribute to the Creative Fund but certain franchisees may contribute on a different basis depending on when they signed their Franchise Agreement or where their Restaurant is located (such as non-traditional locations). Franchisor-owned outlets will contribute to the Creative Fund on the same basis as franchisees.

During our last fiscal year, ending December 25, 2022, the Creative Fund expenditures were 9% for Marketing Intel / Research, 69% for Creative / Digital Media, 2% for Public Relations, and 20% for Administration.

Grand Opening Advertising Program

You must conduct a grand opening advertising program that we approve in advance, which must be in accordance with the policies and provisions with respect to format, content, media, geographic coverage and other criteria as are from time to time contained in the Blaze Standards Guidelines or as otherwise directed by us. The grand opening advertising program presently includes providing the public with free pizzas for one day and participation in our annual "Pi Day" promotion on March 14 where you will price pizza pies at $3.14 on that day. At least 60 days prior to opening the Restaurant, you must submit a plan for the grand opening advertising program that details your total budget (including media spend) that we must approve in writing. You must purchase a grand opening kit from us. All advertising and promotion used in your grand opening advertising program must be pre-approved by us at least 30 days prior to their intended use. We may require you to deposit with us into an escrow or similar account the full amount of your total budget that we approve for use in connection with conducting the grand opening advertising program prior to your use of the funds, and we may audit your grand opening advertising program spend at any time and without notice to you.

Local Advertising

You must comply with the Local Advertising Requirement for each of your Restaurants. You are required to spend 2% of your total Gross Sales on local advertising. We may require you to provide an accounting of your local advertising expenditures to measure your compliance with this requirement. If you fail to spend the Local Advertising Requirement, which is calculated on a rolling 6-month basis, you may be required to pay the difference to the Creative Fund. You must also participate in our annual "Pi Day" promotion on March 14 where you will price pizza pies at $3.14 on that day. You may develop advertising materials for your own use, but they must be approved by us in writing before you use them. You are not obligated to participate in any local or regional advertising cooperative.

Advisory Council

We formed an advisory council in February 2019 ("Council") to advise us on System policies. Currently, the Council consists of up to 6 franchisee members and 4 members appointed by us. The advisory council's guidelines specify the manner in which members are selected. The franchisee members of the Council are elected by all franchisees in the system that attend our annual convention. The Council serves in an advisory capacity only. We have the power to form, change or dissolve the

Council. Franchisees that exclusively operate Non-Traditional Restaurants are not eligible for election to the Council.

Computer/Information Systems (Franchise Agreement, Article 7.3)

You are required to purchase a computer and purchase or lease point-of sale system that consists of the following hardware, software and services (collectively the "Computer System"): (a) a computer (laptop or desktop) of any brand for use by the management of the restaurant, a back office computer, monitor, keyboard, mouse, and firewall with all necessary software required to run the approved POS system, which shall include 2 POS terminals, 2 cash drawers, 2 receipt printers, 2 scanners, 2 credit card readers, a kitchen display system and a remote printer; (b) required software consisting of our then-current version of POS software, network security (hardware and software), online ordering, gift cards, loyalty platform, kitchen display system software, as well as all monthly subscription access to the aforementioned software; and (c) an installation and service package, an annual 24/7 help desk support package, an annual hardware maintenance package, and various hosted solutions required by our merchant services provider. The Computer System will manage the daily workflow of the Restaurant, coordinate the customer ordering experience and other information. You must record all sales on the Computer System. For Non-Traditional Restaurants, if your POS system will record sales from third party businesses such as the host facility, your POS system must differentiate between your sales and those of the host facility. You must store all data and information in the Computer System that we designate, and report data and information in the manner we specify. The Computer System will generate reports on the Gross Sales of your Blaze Pizza Franchise and must run programs designated by us to allow us to extract the sales and product mix information of your Blaze Pizza Franchise. You must also maintain a business class Internet connection at the Restaurant. Business class Internet consists of a service with a service level agreement of minimal speed guarantee, uptime, and static IP, which guarantees service when needed.

You may be required to install a kitchen display system to process orders (the "Kitchen Display System"). We estimate the cost to purchase and install the Kitchen Display System will be approximately $5,000 to $10,000, and you will pay the then-current monthly subscription fee (approximately $200 to $300 per month) to our third-party vendor.

Restaurants will be required to comply with EMV standards for credit cards. EMV is a technical standard for smart payment cards and for payment terminals and automated teller machines that can accept them. We estimate that each Restaurant will require two EMV terminals which are included in the monthly POS System Fees. The EMV software activation fee is included in the POS System activation and monthly billing fees.

You must use the training hardware and software that we periodically designate to operate your Blaze Pizza Franchise. You must, at your cost, arrange for the purchase and warranty of two Training Tablets from our designated vendor at an approximate cost of between $500 to $700 per Training Tablet. Because the Training Tablets contain our proprietary information, we will maintain the information stored on the hardware through the license we have with our designated supplier. You will pay us a monthly training software license fee of up to $60/month ($30 per Training Tablet per month) for PlayerLync. You must also pay us a fee for a 3-year MDM license that will cost between $100 and $200. You must renew the MDM license every 3 years, at your sole cost and expense, at the then-current cost.

You are required to purchase one Wi-Fi enabled tablet and an online ordering tablet (an "Online Ordering Tablet") for each Restaurant. The Online Ordering Tablet is used to access a website for the purpose of serving customers who have submitted orders through online ordering. We estimate that the initial cost of each Online Ordering Tablet to be approximately $500 to $700.

We estimate that it will cost you between $3,000 and $15,000 to (i) lease the Computer System, (ii) purchase and install the Online Ordering System and Kitchen Display System, (iii) lease two EMV terminals (iv) purchase two Training Tablets and pay for the related Training Tablet training software license fees for 3 months and MDM license for the first 3 years, and (v) purchase one Online Ordering Tablet.

In addition to offering and accepting Blaze Pizza gift cards and loyalty cards, you must use any credit card vendors and accept all credit cards and debit cards that we determine. The term "credit card vendors" includes, among other things, companies that provide services for electronic payment, such as near field communication vendors (for example, "Apple Pay" and "Google Wallet").

We are not required to provide you with any ongoing maintenance, repairs, upgrades, updates or support for the Computer System or Online Ordering Tablets. We currently provide certain technology support services in exchange for your payment of a technology fee of up to $200 per month to cover our costs for these services. We will not increase this fee by more than 3% in any given year. You must arrange for installation, maintenance and support of the Computer System and Online Ordering Tablets at your cost. You must maintain your monthly lease for all services (lease of hardware POS System, help desk support, kitchen display system, online ordering system, training tablets) which is approximately $500 to $1,200. There are no limitations in the Franchise Agreement regarding the costs of such required support, maintenance repairs or upgrades relating to the Computer System or Online Ordering Tablets. The cost of maintaining, updating or upgrading the Computer System or its components and the Online Ordering Tablets will depend on your repair history, local costs of computer maintenance services in your area and technological advances which we cannot predict at this time. We may revise our specifications for the Computer System and Online Ordering Tablets and Training Tablets periodically. You must upgrade or replace your Computer System and Online Ordering and Training Tablets at such time as specifications are revised. There is no limitation on the frequency and cost of this obligation.

We (or our designee) have the right to independently access the electronic information and data generated from the Computer System. There are no limitations on our right to access the information.

Training (Franchise Agreement, Article 6)

BSTP Training

Before opening your Restaurant to the public, we will provide our training program known as the Blaze Standards Training Program ("BSTP") for up to three management persons (known as "Blaze Certified Managers") and your Operating Principal, Director of Operations and/or Multi-Unit Supervisor (collectively the "Required Trainees") for the first two Restaurants or until you have an NCTR and CTM, whichever comes first. You (or your Operating Principal, as applicable) must complete the BSTP to our satisfaction. The BSTP is provided by us at no additional charge for your first two Restaurants, provided all Required Trainees must attend BSTP at the same time. The BSTP for your Required Trainees consists of up to 50 hours per week of training over a period of up to four weeks. You must pay our then-current fee (currently $500 to $1,500 per week) for training any additional person. If an Operating Principal, Director of Operations and/or Multi-Unit Supervisor is replaced at any time, you must pay our then-current fee (currently $500 to $1,500 per week) for training each replaced Operating Principal, Director of Operations or Multi-Unit Supervisor. You will not receive any compensation or reimbursement for services or expenses for participation in the BSTP or any other training program. You are responsible for all of your expenses to attend BSTP and any other training program, including lodging, transportation, food, uniforms and training materials.

BSTP will be conducted by designated certified training managers (each a "CTM") from a national certified training restaurant (each an "NCTR"). If you own more than 5 Restaurants, 1 of those Restaurants must be an NCTR. In order for your Restaurant to qualify as an NCTR, you must satisfy our then-current conditions, which currently include the following: (i) your Restaurant must be open for a minimum of 6 months; (ii) you must have hired and trained all of your staff and management to meet our standards; (iii) all of our Blaze Pizza learning materials must be utilized at your Restaurant, including BSTP and the then-current Blaze training programs; and (iv) your Restaurant must achieve high operating scores in all areas of our then-current restaurant assessment, including guest experience, brand standards and food safety. To qualify as a CTM, an individual must satisfy our then-current conditions, including but not limited the following: (i) he or she must have 6 months experience as a Blaze Restaurant Manager and have completed BSTP with a score of 90% or higher on BSTP's final exam; (ii) he or she must attend a CTM-specific workshop within 6 months of becoming a Blaze Certified Manager; and (iii) he or she must have a ServeSafe manager certification or equivalent as well as a ServeSafe Proctor certification. We may modify or change the criteria to certify an NCTR or CTM at any time.

If you maintain (i) an NCTR, and (ii) a CTM, then you may train and certify managers utilizing our then-current training program for managers (currently, BSTP). If you do not maintain (i) an NCTR, and (ii) a CTM after your second Restaurant opens, you must attend our then-current management training program (currently, BSTP) at an NCTR and pay our then current additional training fee (currently $500 to $1,500 per week). Assuming that you train these individuals, you must confirm to us in writing that the management training program was led and administered by a previously approved CTM. The content and administration of your management training program must adhere to the standards of the BSTP. We or a third-party designee, may, from time to time, perform audits to ensure that your management team is adhering to our training standards.

We plan to provide the training listed in the table below.

TRAINING PROGRAM

BSTP Training

Subject	Hours of Classroom Training	Hours of In-Restaurant Training	Location
Blaze Standards Guidelines Recipes Training tools and materials Customer Service Cost of Goods Management Kitchen Equipment Preparation of Dough Ingredient Ordering Preparing & Storing Make Line Training Oven Training Restaurant Opening Procedures POS Review Floor Control Marketing/Admin overview		80-160 Hours	Corporate NCTR or Franchise Operated NCTR

Subject	Hours of Classroom Training	Hours of In-Restaurant Training	Location
Inventory			
Miscellaneous training additions based on Blaze current BSTP version		0-40 Hours	Corporate NCTR or Franchise Operated NCTR

On-Site Training

In addition to the BSTP outlined above, shortly before and ending shortly after your Restaurant opens to the public, we will provide a team of corporate training staff to conduct On-Site Training for your first 2 Restaurants, which consists of the following:

Subject	Hours of Classroom Training	Hours of On-The- Job Training	Location
Blaze NRO Training Orientation	2	0	Your Restaurant
Blaze NRO Daily Review	3	0	Your Restaurant
Blaze NRO Positional Training	0	75	Your Restaurant
Total	5	75	

We may vary the length and content of the BSTP and On-Site Training at any time, which may be based on the experience and skill level of the individual attending the BSTP. We will use the Blaze Standards Guidelines as the primary instruction materials during the BSTP. We do not have a set schedule for the BSTP and we hold the BSTP as needed to train new franchisees. Training is conducted either by our Blaze Corporate Training team, or designated NCTRs under the supervision of Lance Salsman, our Vice President of Franchise Operations, who has approximately 2.5 years of experience with us and approximately 21 years of experience in the industry.

We will provide the On-Site Training at no additional charge for your first two Restaurants; provided, however, that if we determine that more than 40 hours per week over a two-week period of on-site training is necessary to provide On-Site Training at your first or second Restaurant, you must reimburse us for all travel expenses and wages, and other expenses, incurred by us as a result of extending the On-Site Training. You will be required to either provide your staff with On-Site Training for your third and each subsequent Restaurant, or you may request that we provide On-Site Training for your third or any subsequent Restaurant, which training we may decide to provide or not provide in our sole discretion and control, subject to your payment of our then-current On-Site Training fee.

Ongoing Training

From time to time, we may require that you, your managers and other employees attend system-wide refresher or additional training courses and/or meetings. Some of these courses and/or meetings may be optional while others may be required. If you appoint a new manager, that person must attend and successfully complete our BSTP training program before assuming responsibility for the management of your Restaurant. You must pay our then-current fee (Item 6 has more information on this fee) for training replacement personnel. If we conduct an inspection of your Restaurant and determine you are not operating in compliance with the Franchise Agreement, we may require that you attend remedial training that addresses your operational deficiencies. You may also request that we provide additional training (either at our corporate location or at an NCTR and you may be required to pay additional fees for this training.

ITEM 12
TERRITORY

Franchise Agreement

You may operate the Restaurant only at the accepted location. The accepted location for your Restaurant will be listed in the Franchise Agreement. If you have not identified an accepted location for the Restaurant when you sign the Franchise Agreement, we will amend the Franchise Agreement after you select and we accept the accepted location. You are not guaranteed any specific accepted location and you may not be able to obtain your top choice as your accepted location. You may not conduct your business from any other location. You may not relocate the accepted location without our prior written approval. We may approve a request to relocate a Restaurant in accordance with the provisions of the Franchise Agreement that provide for the relocation of the Restaurant, and our then-current site selection policies and procedures. You may not relocate a Non-Traditional Restaurant.

We may provide certain limited protected rights within a defined territory ("Territory"). If not, your rights will be limited to the specific street address of your Restaurant. If we grant you any rights they will be described Section 2.2 and Attachment A to your Franchise Agreement. Your Territory, if any, will be determined by us, in our sole discretion as we consider appropriate under the circumstances, and may be a specified radius surrounding the Restaurant, a geographic area described by zip codes, streets, highways, or other written description in Attachment A of your Franchise Agreement. If you receive protected rights, during the term of your Franchise Agreement, we will not open or operate, or license others to own or operate, any Restaurant (defined below) in your Territory.

Except at otherwise described above, you will not receive an "exclusive" territory for the operation of your Restaurant under the Franchise Agreement. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control.

We reserve all rights not expressly granted in the Franchise Agreement. For example, we may: (a) own, operate and authorize others to own or operate (i) Restaurants at any location outside of your Territory, (ii) Restaurants at Non-Traditional Venues (described above) at any location (without regard to the proximity to your Restaurant), (iii) Restaurants or other businesses operating under names other than "Blaze Pizza," at any location, and of any type whatsoever, within or outside the Territory, without regard to the proximity to your Restaurant, and (iv) Restaurants at any shopping center or mall provided that we have given, and you have not accepted, a right of first refusal for at least seven days to execute a Franchise Agreement, on our then-current form and pay the then-current initial franchise fee, to open a Restaurant; (b) be acquired (whether through acquisition of assets, ownership interests or otherwise, regardless of the form of transaction), by a business providing products and services the same as or similar to those provided at Restaurants, or by another business, even if such business operates, franchises and/or licenses competitive businesses in your Territory; (c) acquire the assets or ownership interests of one or more businesses providing products and services the same as or similar to those provided at 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 (including in the Territory); and (d) establish and operate, and to grant to others the right to establish and operate, businesses offering dissimilar products and services, both inside and outside your Territory under the Marks and on any terms and conditions we deem appropriate.

You must follow our delivery and catering policies and procedures in our Blaze Standards Guidelines, which may require you to provide catering and delivery services and/or utilize third-party delivery services (e.g. Uber Eats, Grubhub, DoorDash, EZCater, etc.). You may be required to use the third-party delivery service(s) with which we have a national contract, and you may not contract with any other delivery platform without our approval. You are not guaranteed any specific territory or area for catering or delivery. We may require you to discontinue catering or delivery services. We may expand, contract or eliminate any delivery or catering territory that we provide you. Our delivery and catering policies and procedures may allow you to provide catering and delivery services in the territories of other Restaurants without compensating the operator of those restaurants. These policies may also allow other Restaurants to provide catering and delivery services in your Territory without compensating you. We may impose restrictions in the future that prevent you from providing catering and delivery services outside of your Territory.

We may sell products under the "Blaze Pizza" and "Fast Fire'd" trademarks or any other trademarks, regardless of proximity to your Restaurant, through any method of distribution; including, sales through such channels of distribution as grocery stores, supermarkets, convenience stores, the Internet, delivery, catering, catalog sales, telemarketing, or other direct marketing sales (together, "Alternative Distribution Channels"). You may not use Alternative Distribution Channels to make sales and you will receive no compensation for our sales through Alternative Distribution Channels.

You may solicit or accept business from customers located anywhere, but you may not use Alternative Distribution Channels. We may, but are not required to, allow you to offer, sell or provide delivery services or catering services in the Territory including in contiguous areas we may from time to time expressly authorize in writing, only if and for so long as we may consent in writing, which may be granted or denied in our sole discretion and be subject to such terms and conditions as we may establish, which may include restrictions regarding the types of products and services you may offer and the geographic area in which you may provide such delivery and/or catering services.

The Territory does not depend on your achievement of a minimum sales volume or other contingency. You do not receive the right to acquire additional Blaze Pizza Franchises unless you purchase the right in your Area Development Agreement. Except as noted above, we do not grant you any options or rights of first refusal under the Franchise Agreement.

Area Development Agreement

Under the Area Development Agreement, we grant you the right to develop and operate a specified number of Restaurants at locations in a specified Development Area, subject to our approval. Your Development Area may already include existing Restaurants, and you may not develop a Restaurant that infringes on the territorial rights of existing Restaurants. The Development Area may be one or more cities, counties, states or some other defined area.

You will not receive an exclusive Development Area. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control. However, during the term of the Area Development Agreement, we will not operate or grant a license or franchise to any other person to operate a Restaurant in your Development Area. Except for the rights expressly granted to you under the Development Agreement, we and our affiliates retain all our rights and discretion anywhere in the world, including to operate or license or franchise any other person to operate a Restaurant: (a) at any location outside your defined Development Area, including immediately adjacent to the Development Area; (b) at any Non-Traditional Venue, even if located within your Development Area; (c) at any shopping center or mall within your Development Area, provided we have offered you a right of first refusal for at least 7 days to sign a Franchise Agreement and pay the initial franchise fee for a Restaurant. We may also: (a) own or operate, and franchise or license others to own or operate restaurants operating under names other than Blaze Pizza at any location, and of any type or category whatsoever, even if located within your Development Area; (b) produce, license, distribute and market Blaze Pizza or "Fast Fire'd" brand named products, and products bearing other marks, including food and beverage products, books, clothing, souvenirs and novelty items, at or through any location or outlet, including grocery stores, supermarkets and convenience stores (including if located within the Development Area), and through any distribution channel, at wholesale or retail, including by means of mail order catalogs, direct mail advertising, internet marketing and other distribution methods (c) acquire (whether through acquisition of assets, ownership interests or otherwise, regardless of the form of transaction), by a business providing products and services the same as or similar to those provided at Restaurants, or by another business, even if such business operates, franchises and/or licenses competitive businesses in the Development Area; (d) acquire the assets or ownership interests of one or more businesses providing products and services the same as or similar to those provided at 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 (including in the Development Area); (e) deliver and cater and/or to license to other Restaurants or third parties to deliver and cater at any location within or outside of the Development Area without compensation to you, and to establish a delivery and catering policy in the future which may restrict the delivery and catering jurisdiction of us or of any franchisees; and (f) establish and operate, and to grant to others the right to establish and operate, businesses offering dissimilar products and services, both inside and outside the Development Area under the Marks and on any terms and conditions we deem appropriate. Until the termination or expiration of your Area Development Agreement, you retain your right of development exclusivity as long as you comply with your Development Schedule and other obligations under the Area Development Agreement.

If you fail to meet any of your obligations under the Area Development Agreement, including the development obligations, or commit a material breach of any Franchise Agreement that you have signed, or a material breach of any other agreement with us, we may terminate your right to develop, open and operate Restaurants in your Development Area, but the termination of your right to develop your Development Area will not terminate any rights granted under the Franchise Agreements then in effect between you and us, absent a breach of the Franchise Agreement itself. Alternatively, we may reduce the size of your Development Area, at our sole discretion.

After the expiration of the term of your Area Development Agreement, we may own, operate, or franchise or license others to operate additional Restaurants anywhere, without restriction, including in your former Development Area, subject to the rights granted to you in the Territory established under any then-existing Franchise Agreement.

Except as noted above, (i) the Development Area does not depend on your achievement of a minimum sales volume or other contingency, and (ii) we do not grant you any options or rights of first refusal under the Area Development Agreement.

ITEM 13
TRADEMARKS

The Franchise Agreement grants you the non-exclusive right and license to use the System, which includes the use of the Blaze Pizza trademarks ("Marks"). Your use of the Marks is limited to the operation of a Restaurant in accordance with the System. We own the following trademark registrations on the principal register of the United States Patent and Trademark Office ("USPTO"):

Trademark	Registration Number	Date of Registration	Status
	5,395,638	February 6, 2018	Registered on the Principal Register
BLAZE PIZZA FAST-FIRE'D	5,345,319	November 28, 2017	Registered on the Principal Register
FAST-FIRE'D BLAZE PIZZA	5,328,871	November 7, 2017	Registered on the Principal Register
FAST FIRE'D BLAZE PIZZA	5,328,870	November 7, 2017	Registered on the Principal Register
BLAZE PIZZA	5,328,869	November 7, 2017	Registered on the Principal Register
BLAZE	5,316,394	October 24, 2017	Registered on the Principal Register
CULTIVATE FANATICS	5,213,678	May 30, 2017	Registered on the Principal Register
	5,151,008	February 28, 2017	Registered on the Principal Register
FAST-FIRE'D BLAZE PIZZA	5,089,508	November 29, 2016	Registered on the Principal Register
NONCONFORMISTS, KEEP UP THE GOOD WORK	4,991,285	July 5, 2016	Registered on the Principal Register
S'MORE PIE	4,948,199	April 26, 2016	Registered on the Supplemental Register
INTELLIGENT CHOICES FOR OUR PIZZAS, PEOPLE AND PLANET	4,873,746	December 22, 2015	Registered on the Principal Register

Trademark	Registration Number	Date of Registration	Status
ART LOVER	4,870,646	December 15, 2015	Registered on the Principal Register
GREEN STRIPE	4,870,645	December 15, 2015	Registered on the Principal Register
WHITE TOP	4,870,644	December 15, 2015	Registered on the Principal Register
THERE IS NO WRONG WAY TO PLAY	4,870,642	December 15, 2015	Registered on the Principal Register
UNFOLLOW THE RULES	4,870,637	December 15, 2015	Registered on the Principal Register
	4,291,585	February 19, 2013	Registered on the Principal Register
	4,285,626	February 5, 2013	Registered on the Principal Register
BLAZE PIZZA	4,227,808	October 16, 2012	Registered on the Principal Register
FAST-FIRE'D	4,227,831	October 16, 2012	Registered on the Principal Register
LEGIT PIZZA. BLAZIN' FAST	5,841,086	August 20, 2019	Registered on the Principal Register

There are no effective adverse material determinations of the USPTO, the Trademark Trial and Appeal Board, or the trademark administrator of any state or any court. Except as discussed below, there are no pending infringement, opposition, or cancellation proceedings or material litigation involving the Marks. All required affidavits have been filed.

No agreement significantly limits our right to use or license the Marks in any manner material to the Restaurant. We do not know of any superior prior rights or infringing uses that could materially affect your use of the trademarks. You must follow our rules when using the Marks. You cannot use our name or Mark as part of a corporate name or with modifying words, designs, or symbols unless you receive our prior written consent. You may not use the Marks in the sale of unauthorized services or products or in any manner we do not authorize. You may not use the Marks in any advertising for the transfer, sale, or other disposition of the Restaurant, or any interest in the Franchise. All rights and goodwill from the use of the Marks accrue to us. If it becomes advisable, at any time, for us and/or you to modify or discontinue using any Mark and/or use one or more additional or substitute trademarks or service marks, you must comply with our directions within a reasonable time after receiving notice. We will not reimburse you for your direct expenses of changing signage, for any loss of revenue, or other indirect expenses due to any modified or discontinued Mark, or for your expenses of promoting a modified or substituted trademark or service mark.

We will defend you against any claim brought against you by a third party that your use of the Marks, in accordance with the Franchise Agreement, infringes upon that party's intellectual property rights. We may require your assistance, but we will exclusively control any proceeding or litigation relating to our Marks. We have no obligation to pursue any infringing users of our Marks or protect you against unfair competition arising out of your use of the Mark. As long as you are in compliance with the Franchise Agreement, we will indemnify you and your owners for all costs and expenses you incur as a result of any claim asserted against you or your owners based on the violation of intellectual property rights from your use of the Marks in compliance with the terms of the Franchise Agreement and the Blaze Standards Guidelines. Otherwise, we are not required to indemnify you for expenses or damages if you are a party to an administrative or judicial proceeding involving the Mark, or if the proceeding is resolved unfavorably to you. If we learn of an infringing user, we will take the action we deem appropriate, but we are not required to take any action if we do not feel it is warranted. You must notify us within three days if you learn that any party is using (or claims the right to use) the Marks or a trademark that is confusingly similar to the Marks. We have the sole discretion to take such action as we deem appropriate to exclusively control any litigation or administrative proceeding involving a trademark licensed by us to you.

You must not directly or indirectly contest our right to the Marks. We may acquire, develop, and use additional marks not listed here, and may make those marks available for your use and for use by other franchisees.

ITEM 14
PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION

We have a patent for our "Dough Press Insert" with the USPTO. Our Dough Press Insert is a tool used on a dough press to make larger pizzas. Our patent information is summarized below:

Patent Title	Patent No.	Issuance Date	Type	Duration
DOUGH PRESS INSERT	D889,202 S	July 7, 2020	Design	15 years

There are no agreements or claims of infringement which limit the use of our pending patent.

There are no determinations in effect that significantly limit our rights to use or license others to use the pending patent in any manner material to the Franchise by the United States Patent and Trademark Office, the Patent Trial and Appeal Board, or any court, nor any pending interference, opposition or cancellation proceeding or litigation involving the pending patent.

We will defend you against any claim brought against you by a third party that your use of our pending patent in accordance with the Franchise Agreement that infringes upon that party's intellectual property rights. We may require your assistance, but you are not permitted to control any proceeding or litigation relating to our pending patent. We have no obligation to pursue any infringing users of our pending patent. If we learn of an infringing user, we will take the action we deem appropriate, but we are not required to take any action if it is not warranted. You must notify us within three days if you learn that any unauthorized party is using the pending patent. We have the sole discretion to take such action as we deem appropriate to exclusively control any litigation or administrative proceeding involving the pending patent.

You must tell us within three days if you learn about an infringement or challenge to our use of this pending patent. The Franchise Agreement does not require us to take any affirmative action when we are notified of an infringement. We are not required to participate in your defense nor are we required to indemnify you for expenses or damages in a proceeding involving a patent, patent application or copyright licensed to you. You must also agree not to contest our interest in these or our other trade secrets.

If we decide to add, modify or discontinue the use of an item or process covered by a patent or copyright, you must also do so. We have no liability to you in connection with this exchange. Upon expiration of the Franchise Agreement, you may not use our pending patent.

The information in the Blaze Standards Guidelines is proprietary and is protected by copyright and other laws. The designs contained in the Marks, the layout of our advertising materials, the ingredients and formula of our products and recipes, and any other writings and recordings in print or electronic form are also protected by copyright and other laws. Although we have not applied for copyright registration for the Blaze Standards Guidelines, our advertising materials, the content and format of our products or any other writings and recordings, we claim common law and federal copyrights in these items. We grant you the right to use this proprietary and copyrighted information ("Copyrighted Works") for the operation of your Blaze Pizza Franchise, but such copyrights remain our sole property.

There are no effective determinations of the United States Copyright Office or any court regarding any Copyrighted Works of ours, nor are there any proceedings pending, nor are there any effective agreements between us and third parties pertaining to the Copyrighted Works that will or may significantly limit using our Copyrighted Works.

Our Blaze Standards Guidelines, electronic information and communications, sales and promotional materials, the development and use of our System, standards, specifications, policies, procedures, information, concepts and systems on, knowledge of, and experience in the development, operation and franchising of Blaze Pizza Franchises, our training materials and techniques, information concerning Product and service sales, operating results, financial performance and other financial data of Blaze Pizza Franchises and other related materials are proprietary and confidential ("Confidential Information") and are our property to be used by you only as described in the Franchise Agreement and the Blaze Standards Guidelines. Where appropriate, certain information has also been identified as trade secrets ("Trade Secrets"). You must maintain the confidentiality of our Confidential Information and Trade Secrets and adopt reasonable procedures to prevent unauthorized disclosure of our Trade Secrets and Confidential Information.

We will disclose parts of the Confidential Information and Trade Secrets to you as we deem necessary or advisable for you to develop your Blaze Pizza Franchise during training and in guidance and assistance furnished to you under the Franchise Agreement, and you may learn or obtain from us additional Confidential Information and Trade Secrets during the term of the Franchise Agreement. The Confidential Information and Trade Secrets are valuable assets of ours and are disclosed to you on the condition that you, and your owners if you are a business entity, and employees agree to maintain the information in confidence by entering into a confidentiality agreement we can enforce. Nothing in the Franchise Agreement will be construed to prohibit you from using the Confidential Information or Trade Secrets in the operation of other Blaze Pizza Franchises during the term of the Franchise Agreement. You must notify us within three days after you learn about another's use of language, a visual image or a recording of any kind, that you perceive to be identical or substantially similar to one of our Copyrighted Works or use of our Confidential Information or Trade Secrets, or if someone challenges your use of our Copyrighted Works, Confidential Information or Trade Secrets. We will take whatever action we deem appropriate, in our sole and absolute discretion, to protect our rights in and to the Copyrighted Works, Confidential Information or Trade Secrets, which may include payment of reasonable costs associated with the action. However, the Franchise Agreement does not require us to take affirmative action in response to any apparent infringement of, or challenge to, your use of any Copyrighted Works, Confidential Information or Trade Secrets or claim by any person of any rights in any Copyrighted Works, Confidential Information or Trade Secrets. You must not directly or indirectly contest our rights to our Copyrighted Works, Confidential Information or Trade Secrets. You may not communicate with anyone except us, our counsel or our designees regarding any infringement, challenge or claim. We will take action as we deem appropriate regarding any infringement, challenge or claim, and the sole right to control, exclusively, any litigation or other proceeding arising out of any infringement, challenge or claim under any Copyrighted Works, Confidential Information or Trade Secrets. You must sign any and all instruments and documents, give the assistance and do acts and things that may, in the opinion of our counsel, be necessary to protect and maintain our interests in any litigation or proceeding, or to protect and maintain our interests in the Copyrighted Works, Confidential Information or Trade Secrets.

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

If you are an individual, you must directly supervise your Restaurant. If you are not an individual, you must designate an "Operating Principal" acceptable to us who will be principally responsible for communicating with us about business, operational and other ongoing matters concerning your Restaurant. The Operating Principal must have the authority and responsibility for the day-to-day operations of your Restaurant. The Operating Principal must (a) devote 100% of his or her time and best efforts solely to the operation of your Restaurant; (b) meet our educational, experience, financial and other reasonable criteria for the position, as contained in the Blaze Standards Guidelines or otherwise in writing; (c) be an owner with 10% or more (direct or indirect) of your equity or voting rights; and (d) be approved by us. There is no equity requirement for the Operating Principal if you operate a Non-Traditional Restaurant.

If you are opening more than one Restaurant, you will be required to have a "Director of Operations." The Director of Operations is responsible for the running the operations of all of your restaurants. The Director of Operations and Operating Principal may be the same person, depending on the role of the Operating Principal and depending on the number of Restaurants.

Operators with two or more Restaurants have the option to hire one or more "Multi-Unit Supervisors" who are responsible for supervising the day-to-day operations for two or more of your Restaurants and report to the Director of Operations. The Multi-Unit Supervisor may also be a Restaurant manager. While not required, we recommend that operators with five or more Restaurants hire a "Marketing Coordinator" who is responsible for coordinating and overseeing local marketing for all of the operator's Restaurants.

You must have at least 3 Blaze Certified Managers in your first Restaurant in a new Development Area for at least the first 30 days of operation, and you must have a minimum of two Blaze Certified Managers for subsequent Restaurants in the same Development Area for at least the first 30 days of operation, and then a minimum of one Blaze Certified Manager per Restaurant from then on. The Blaze Certified Manager(s) required above must be in addition to the Operating Principal. Blaze Certified Manager(s) must successfully complete our initial BSTP training program.

At our request, your Operating Principal, Director of Operations, Multi-Unit Supervisor(s) and manager(s) of your Restaurant must sign a confidentiality agreement (see Exhibit I) regarding the trade secrets described in Item 14 and to conform with the covenants not to compete described in Item 17.

Each individual who owns a 10% or greater direct or indirect interest in the franchisee entity and all spouses of such persons, must sign a Continuing Guaranty (Attachment C of the Franchise Agreement) assuming and agreeing to discharge all obligations of the Franchisee under the Franchise Agreement.

ITEM 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must sell or offer for sale only those services and products authorized by us, and which meet our standards and specifications. Authorized products may differ among our franchisees and may vary depending on the operating season and geographic location of your Restaurant or other factors. You must follow our policies, procedures, methods and techniques. You must sell or offer for sale all types of services and products specified by us. We may change or add to our required services and products, at our discretion, with prior notice to you. There are no limitations on our rights to make changes to the required services and products offered. If we change or add to our required services and products, the changes or additions will remain in permanent effect, unless we specify otherwise. The amount you must pay for the changes or additions will depend upon the nature and type of changes or additions. You must discontinue selling and offering for sale any services or products that we disapprove. We may establish minimum and maximum resale prices for use with multi-area marketing programs and special price promotions as allowed by law. At our request, you must also sell certain test products and/or offer certain test services. If you are asked to do so, you must provide us with reports and other relevant information regarding the test products and services. Unless specifically directed by us in writing, you must participate in all advertising, marketing, secret shopper programs, promotions, research and public relations programs instituted by the Creative Fund.

You may not establish an account or participate in any social networking sites, crowdfunding campaigns or blogs or mention or discuss the franchise, us or any of our affiliates, without our prior written consent and as subject to our online policy. Our online policy may completely prohibit you from any use of the Marks in social networking sites or other online use. You may not sell products through other alternative channels of distribution. Otherwise, we place no restrictions upon your ability to serve customers provided you do so from the location of your Restaurant in accordance with our policies.

Unless you receive our prior written-approval, you may not install vending or gaming machines, pay telephones, automatic teller machines, internet kiosks or any other mechanical or electrical device at your Restaurant.

ITEM 17
RENEWAL, TERMINATIONS, 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.

FRANCHISE AGREEMENT

Provision	Section in Franchise Agreement	Summary
a. Length of the franchise term	Article 3.1	Ten years from date the Restaurant first opens to the public.
b. Renewal or extension of the term	Article 3.2, 3.3	If you are in good standing, you may enter into two successor franchise agreements, each with a ten year term. You may be asked to sign a contract with materially different terms and conditions than your original contract. You have no further right to enter into additional successor franchise agreements but may apply for the right to operate a Restaurant pursuant to a new franchise agreement.
c. Requirements for franchisee to renew or extend	Articles 3.2 - 3.4	We use the term "renewal" to refer to extending our franchise relationship at the end of your initial term (and any other renewal or extension of the initial term) and you must, at our option, sign a new franchise agreement (and a renewal addendum to the franchise agreement) that may have materially different terms and conditions than your original contract. You must have complied with your obligations during the term of your Franchise Agreement, must undertake remodeling to comply with our then-currents standards, must not have committed three or more material defaults of your Franchise Agreement during any 36 month period, must comply with our then-current training requirements, must sign a general release and successor franchise agreement (and a renewal addendum to the franchise agreement), which may differ from the current form of franchise agreement, must pay a renewal fee which will be an amount equal to 50% of the then-current Initial Franchise Fee.
d. Termination by franchisee	Article 14.7	You may terminate if we materially default, and if we do not cure the default within 60 days after our receipt or written notice from you detailing the alleged default, subject to applicable state law.
e. Termination by Franchisor without cause	None	Not Applicable.
f. Termination by Franchisor with cause	Articles 14.1 – 14.6	We can terminate only if you default under your Franchise Agreement.

Provision	Section in Franchise Agreement	Summary
g. "Cause" defined – curable defaults	Article 14.4	You have ten days to cure non-payment of fees and 30 days to cure defaults not listed in Section 14.2 or 14.3 of your Franchise Agreement.
h. "Cause" defined – non-curable defaults	Articles 14.2 – 14.3	Non-curable defaults: (i) bankruptcy or insolvency; (ii) unsatisfied judgment; (iii) seizure, take-over or foreclosed upon; (iv) a levy of execution of attachment upon Franchise Agreement or upon any property used in the franchised Restaurant; (v) unreleased mechanics lien or if any person commences any action to foreclose; (vi) if you allow or permit any judgment to be entered against us, arising out of or relating to the operation of the franchised Restaurant; (vii) a condemnation or transfer in lieu of condemnation has occurred; (viii) imminent danger to the public health / health and safety violations; (ix) conviction, pleads guilty or nolo contendere to a felony or any other crime or offense; (x) failure to comply with your confidentiality or non-competition provisions of your franchise agreement; (xi) abandonment; (xii) Assignment without our consent; (xiii) repeated defaults, even if cured; (xiv) violation of law which is not cured within ten days; (xv) sale of unauthorized products; (xvi) knowingly maintaining false books, underreporting or under recording of Gross Sales, certain underreporting or under recording; (xvii) trademark and confidential information misuse; (xviii) misrepresentations in connection with the acquisition of the Agreement; (xix) failing to complete training; (xx) failing to meet the Financial Covenants; (xxi) failure to open within 12 months; (xxii) failure to obtain a site for the Restaurant within 90 days; (xxiii) failure to adequately respond to customer complaints; (xxiv) failure to secure and maintain the premises; (xxv) repeated failing scores of a quality assurance audit, even if cured; (xxvi) failure to maintain required insurance; or (xxvii) engaging in illicit or dishonest conduct.
i. Franchisee's obligations on termination/non-renewal	Article 15	You must stop using our Marks; pay all amounts due to us; return the Blaze Standards Guidelines, all training and promotional material to us; within 60 days, make cosmetic changes to your Restaurant so that it no longer resembles our proprietary design; at our election, sell such equipment and furnishings that we designate to us, assign to us or our designee (or, at our election, terminate) all voice and data telephone numbers used in connection with your Restaurant; authorize and instruct the telephone company and all listing agencies of the termination of your right to use any telephone number or listing associated with your Restaurant and authorize and instruct the telephone companies and listing agencies to transfer and assign the telephone numbers and directory listing to us, sign and deliver to us all documents that must be filed with any governmental agency indicating that you are no longer licensed to use our Marks. See also "r" below.

Provision	Section in Franchise Agreement	Summary
j. Assignment of contract by Franchisor	Article 13.1	No restriction on our right to assign.
k. "Transfer" by franchisee – defined	Article 13.2.2	Includes transfer of the agreement or change in ownership of a franchisee which is an entity.
l. Franchisor approval of transfer	Article 13.2	Transfers require our express written consent.
m. Conditions for franchisor approval of transfer	Articles 13.2 - 13.4	New franchisee: must qualify, assume the Franchise Agreement or sign a new Franchise Agreement, complete training and pay our training fee, and refurbish the Restaurant. You must provide us with an estoppel agreement and a list of all persons having an interest in the Franchise Agreement or in the Franchisee, pay all amounts then-due to us, sign a general release, provide us with all documents relating to the transfer, disclose to us all material information that we request regarding the transferee, the purchase price, and the terms of the transfer, must not be in default of the Franchise Agreement, and pay a transfer fee and reimburse our broker fees. (See also "r" below). If the Franchise Agreement was signed pursuant to an Area Development Agreement and you operate three or fewer Restaurants, all Franchise Agreements operated under the Area Development Agreement must be assigned to the same assignee. If the Franchise Agreement was signed pursuant to an Area Development Agreement and you operate four or more Restaurants, at least half of the Restaurants operated under the Area Development Agreement must be assigned to the same assignee. With our written consent, you may transfer a franchise agreement to an entity of which you directly own 100% interest for convenience of ownership. If the new franchisee is a business entity, all holders of a 10% or greater interest in the new franchisee must sign a guaranty. You must reimburse us for all costs and expenses that we incur in connection with such a transfer, including attorneys' fees. Before shares of a Franchisee which is a business entity may be offered by private offering, you must provide us with copies of all offering materials; indemnify us, officers, directors, shareholders, partners, agents, representatives, independent contractors, servants and employees of each in connection with the offering; and pay us a non-refundable fee of 50% of our then-current initial franchise fee or a greater amount if necessary to reimburse us for our costs and expenses associated with reviewing the proposed offering.

Provision	Section in Franchise Agreement	Summary
n. Franchisor's right of first refusal to acquire franchisee's business	Article 13.2.3(b)	We can match any offer for your business.
o. Franchisor's option to purchase franchisee's business	Article 15	Upon termination or expiration of your Franchise Agreement, we may purchase such equipment and furnishings as we designate that are associated with your Restaurant at your net depreciated book value, using a five-year straight line amortization period, but not less than 10% of your actual cost. Other than assets on termination or expiration, non-renewal, or right of first refusal, we have no right or obligation to purchase your business.
p. Death or disability of franchisee	Article 14.3.2	Your heirs have nine months after your death or legal incapacity to enter into a new franchise agreement, if the heirs meet our standards and qualifications. If your heirs do not meet our standards and qualifications, the heirs may sell to a person approved by us. See "m" above.
q. Non-competition covenants during the term of the franchise	Article 12.1	Cannot engage in "Competitive Activities" defined as: owning, operating, lending to, advising, being employed by, or having a financial interest in any Restaurant or business that engages in the production or sale at retail or wholesale of any pizza product or featured menu item which is now or in the future an Authorized Blaze Pizza Product, other than Blaze Pizza franchised Restaurant. "Competitive Activities" do not include: the direct or indirect ownership, solely as an investment, of securities of any entity which is traded on any national securities exchange if the owner of the securities (i) is not a controlling person of, or a member of a group which controls, such entity; and (ii) does not, directly or indirectly own 5% or more of any class of securities of such entity, subject to applicable state law.
r. Non-competition covenants after the franchise is terminated or expires	Article 12.1	Except with our express written consent, no involvement in any Competitive Activities, as defined above, for 24 months or within a five-mile radius of any then-existing Restaurant, subject to applicable state law.
s. Modification of the agreement	Article 19.8	The Franchise Agreement may be modified only by written agreement between the parties.
t. Integration/Merger clause	Article 19.8	Only the terms of the Franchise Agreement are binding (subject to state law). Any representations or promises outside of the disclosure document and Franchise Agreement may not be enforceable.
u. Dispute resolution by arbitration or mediation	Article 18	You and we agree to attempt to resolve any dispute pursuant to mediation held in the city where our principal place of business is located (currently Pasadena, California), prior to commencing arbitration, except for claims for monies owed to us or for infringement of trademark, trade secrets or violation of restrictive covenants, or for injunctive relief (subject to state law).

Provision	Section in Franchise Agreement	Summary
v. Choice of forum	Articles 18.2 and 19.14	Except for certain claims and subject to state law, you and we agree that the jurisdiction where our principal place of business is located (currently Pasadena, California) will be the venue for any arbitration under the Franchise Agreement, and you and we both waive the right to a trial by jury. Unless prohibited by local law, arbitration and litigation must be in Los Angeles, California.
w. Choice of law	Article 19.7	The laws of the state where the Franchisee's Restaurant is located apply, subject to applicable state law.

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

AREA DEVELOPMENT AGREEMENT

Provision	Section in Area Development Agreement	Summary
a. Term of the license	Article 4.1	The Term of the agreement will expire on the earlier of the time required to open the number of Restaurants you agree to develop under the development schedule, or you sign a Franchise Agreement for your last Restaurant necessary to satisfy your Development Obligation.
b. Renewal or extension of the term	Article 4.2	You do not have the right to renew your Area Development Agreement. However, if we determine that further development of your Development Area is desirable, if you are in good standing and you are not in default under your Area Development Agreement, we will offer you the opportunity to develop additional Restaurants. Unless we consent, you may not open more than the total number of Restaurants comprising your Development Obligation.
c. Requirements for you to renew or extend	Article 4.3	Unless we choose, in our sole discretion, to amend your current Area Development Agreement to extend the term, you must sign a new Area Development Agreement on our then-current form, which will contain your additional development obligation. You and your affiliates who have a currently existing franchise agreement or area development agreement with us must not be in default, demonstrated financial ability to perform additional development, performed current development obligations, meet then-current area developer qualifications, and sign a general release.
d. Termination by you	None	Not Applicable.
e. Termination by Us without cause	None	Not Applicable.

Provision	Section in Area Development Agreement	Summary
f. Termination by Us with cause	Article 9	We can terminate if you or any of your affiliates materially default under the Area Development Agreement, an individual Franchise Agreement, or any other agreement with us.
g. "Cause" defined - defaults which can be cured	Article 9	You have ten days to cure non-payment of fees and 30 days to cure any other default, provided that in the case of a breach or default in the performance of your obligations under any Franchise Agreement or other agreement, the notice and cure provisions of such agreement will control.
h. "Cause" defined - defaults which cannot be cured	Article 9	Non curable defaults include unapproved transfers; failure to meet development obligations, any breach of non-competition provisions, failure to meet development obligations, any default under any other agreement with us, failure to meet Financial Covenants; engaging in any illicit conduct; making any material misrepresentations; the unauthorized use of the Marks; failure on 3 or more separate occasions within any 12 consecutive month period to comply with the Area Development Agreement, whether or not we notify you of such failures.
i. Your obligations on termination/non-renewal	Article 4.5	You will have no further right to develop or operate additional Restaurants which are not, at the time of termination, the subject of a then-existing Franchise Agreement between you and us. You may continue to own and operate all Restaurants pursuant to then-existing Franchise Agreements.
j. Assignment of contract by Us	Article 7.1	No restriction on our right to assign.
k. "Transfer" by you - definition	Article 7.2	Includes transfer of the agreement or change in ownership of a franchisee which is an entity.
l. Our approval of transfer by you	Article 7.2	Transfers require our express written consent, which consent may be withheld for any reason whatsoever in our sole judgment.
m. Conditions for our approval of transfer	Articles 7.2 and 7.3	Except as describe below, you may not transfer your Area Development Agreement or any Franchise Agreement signed pursuant to the Area Development Agreement except with our written consent and a simultaneous assignment of the Area Development Agreement and all Franchise Agreements signed pursuant to the Area Development Agreement to the same assignee. With our written consent, you may transfer a franchise agreement to an entity of which you directly own 100% interest for convenience of ownership. If the new franchisee is a business entity, all holders of a 10% or greater interest in the new franchisee must sign a guaranty. You must reimburse us for all costs and expenses that we incur in connection with such a transfer, including attorneys' fees.

Provision	Section in Area Development Agreement	Summary
		At our election, the assignee must sign our then-current form of Franchise Agreement for each Restaurant then developed or under development. Before shares of a Franchisee which is a business entity may be offered by private offering, you must provide us with copies of all offering materials; indemnify us, our officers, directors, shareholders, partners, agents, representatives, independent contractors, servants and employees of each in connection with the offering; and pay us a non-refundable fee of 50% of our then-current initial franchise fee or a greater amount if necessary to reimburse us for our costs and expenses associated with reviewing the proposed offering.
n. Our right of first refusal to acquire your business	Article 7.3	We can match any offer for your business.
o. Our option to purchase your business	N/A	Not Applicable.
p. Your death or disability	Article 9.1.2	Your heirs have nine months days after your death or legal incapacity to assign the Area Development Agreement to a person acceptable to us. See also “m” above.
q. Non-competition covenants during the term of the franchise	Article 8.1	Unless we otherwise consent, you can not engage in “Competitive Activities” defined as owning, operating, lending to, advising, being employed by, or having any financial interest in (i) any Restaurant or business that specializes in preparation, production or sale, at retail or wholesale, of any pizza product or any other featured menu item which is now or in the future an Authorized Blaze Pizza Product, other than a Restaurant operated pursuant to a validly subsisting franchise agreement with us. “Competitive Activities” does not include the direct or indirect ownership solely as an investment, of securities of any entity which are traded on any national securities exchange if applicable owner thereof (i) is not a controlling person of, or a member of a group which controls, the entity and (ii) does not, directly or indirectly, own 5% or more of any class of securities of the entity, subject to applicable state law.
r. Non-competition covenants after the franchise is terminated or expires	Article 8.2	Except with our express written consent, no involvement in any Competitive Activities, as defined above, for 24 months within the Development Area, subject to applicable state law.
s. Modification of the agreement	Article 11.9	The agreement may be modified only by written agreement between the parties.
t. Integration/merger clause	Article 11.9	Only the terms of the area development agreement are binding (subject to state law). Any representations or promises outside of the Franchise Disclosure Document and area development agreement may not be enforceable.

Provision	Section in Area Development Agreement	Summary
u. Dispute resolution by arbitration or mediation	Article 10	Before either of us may file for arbitration, you and we agree to attempt to resolve any dispute pursuant to mediation held in the principal city closest to our principal place of business (currently Pasadena, California) and the mediation will be governed in accordance with Rules of Practice and Procedure of Judicial Arbitration & Mediation Services, Inc., unless otherwise agreed, subject to applicable state law.
v. Choice of forum	Article 11.15	Before either of us may file arbitration, you and we agree to attempt to resolve any dispute pursuant to mediation held in the principal city closest to our principal place of business (currently Pasadena, California) and the mediation will be governed in accordance with Rules of Practice and Procedure of Judicial Arbitration & Mediation Services, Inc., unless otherwise agreed. Unless prohibited by local law, litigation must be in Los Angeles, California, subject to applicable state law.
w. Choice of law	Article 11.8	The laws of the state where the Area Development Franchise is located apply, subject to applicable state law.

ITEM 18
PUBLIC FIGURES

We do not use any public figures to promote this franchise.

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.

At the 2022 calendar year end, we had a total of 303 Restaurants that were open and operating, of which 278 were open for the entire 2022 calendar year. Section I below provides 2022 Gross Sales data for:

- 272 franchised Restaurants open as of the 2022 calendar year end operating from Traditional Locations and Mall Storefront Locations (the "2022 Franchised Restaurants") and

- 6 corporate Restaurants open as of the 2022 calendar year end operating from Traditional Locations and Mall Storefront Locations (the "2022 Corporate Restaurants").

Excluded from Section I below are 24 franchised Restaurants and 1 company-owned Restaurant that closed during 2022.

At the 2021 calendar year end, we had a total of 314 Restaurants, of which 311 Restaurants were open and operating for at least 12 months: 299 franchised Restaurants and 12 corporate Restaurants. Section I below provides 2021 Gross Sales data for:

- 269 franchised Restaurants open as of the 2021 calendar year end operating from Traditional Locations and Mall Storefront Locations (the "2021 Franchised Restaurants") and

- 12 corporate Restaurants open as of the 2021 calendar year end operating from Traditional Locations and Mall Storefront Locations (the "2021 Corporate Restaurants").

Excluded from Section I below are 3 franchised Restaurants that closed during 2021.

Section III below provides Costs of Good Sold data for the 2022 Corporate Restaurants and 2021 Corporate Restaurants.

Section I: Franchised Restaurants' 2021 and 2022 Average Gross Sales

The Section I tables report the average, median, high, and low Gross Sales for the 2022 Franchised Restaurants and 2021 Franchised Restaurants. The information is divided into two categories. Table 1 provides data for the 257 2022 Franchised Restaurants and 252 2021 Franchised Restaurants operating from Traditional Locations and Table 2 provides data for 15 2022 Franchised Restaurants and 17 2021 Franchised Restaurants operating from Mall Storefront Locations.

1. Traditional Location Franchised Restaurants

Year	**Average Gross Sales**	**Median Gross Sales**	**High Gross Sales**	**Low Gross Sales**
2021	$1,158,073	$1,102,616	$2,853,608	$393,695
2022	$1,321,396	$1,234,476	$3,502,649	$406,684

2. Mall Storefront Franchised Restaurants

Year	**Average Gross Sales**	**Median Gross Sales**	**High Gross Sales**	**Low Gross Sales**
2021	$1,029,360	$1,004,756	$1,645,877	$488,986
2022	$1,215,154	$1,178,187	$1,837,040	$624,116

Section I Notes:

1. Of the 257 2022 Franchised Restaurants operated from Traditional Locations, 114 or 44% attained or surpassed the average Gross Sales of $1,267,010. Of the 252 2021 Franchised Restaurants operated from Traditional Locations, 108 or 43% attained or surpassed the average Gross Sales of $1,158,073 in 2021.

2. Of the 15 2022 Franchised Restaurants operated in Mall Storefront Locations, 8 or 53% attained or surpassed the average Gross sales of $1,215,154 in 2022. Of the 17 2021 Franchised Restaurants operated in Mall Storefront Locations, 6 or 35% attained or surpassed the average Gross sales of $1,029,360 in 2021.

Section II: Corporate Restaurants' 2021 and 2022 Average Gross Sales

The Section II tables report the average, median, high, and low Gross Sales for the 2022 Corporate Restaurants and 2021 Corporate Restaurants. The information is divided into 2 categories based on store type. Table 1 provides this data for the 4 2022 Corporate Restaurants and 2021 Corporate Restaurants operating from Traditional Locations. Table 2 provides this data for the 2 2022 Corporate Restaurants and 2021 Corporate Restaurants operating from a Mall Storefront Location.

1. Traditional Location Corporate Restaurants

Year	Average Gross Sales	Median Gross Sales	High Gross Sales	Low Gross Sales
2021	$1,579,855	$1,465,854	$2,260,618	$1,127,093
2022	$1,886,248	$1,896,000	$2,481,755	$1,271,236

2. Mall Storefront Corporate Restaurants

Year	Average Gross Sales	Median Gross Sales	High Gross Sales	Low Gross Sales
2021	$1,410,236	$1,410,236	$1,601,232	$1,219,240
2022	$2,017,342	$2,017,342	$2,408,680	$1,626,003

Section II Notes:

1. Of the 4 Corporate Restaurants operated from Traditional Locations, 2 or 50% attained or surpassed the average Gross Sales of $1,579,855 in 2021 and 2 or 50% attained or surpassed the average Gross Sales of $1,886,248 in 2022.

2. Of the 2 Corporate Restaurants operated in Mall Storefront locations, 1 or 50% attained or surpassed the average Gross Sales of $1,410,236 in 2021 and 1 or 50% attained or surpassed the average Gross Sales of $2,017,342 in 2022.

Section III: Corporate Restaurants' 2022 and 2021 Cost of Goods Sold

The Section III tables report the average, median, high, and low Cost of Goods Sold (COGS), as a percentage of Gross Sales, for the 2022 Corporate Restaurants and 2021 Corporate Restaurants.

Year	Average COGS	Median COGS	High COGS	Low COGS
2021	24.5%	24.4%	25.9%	22.8%
2022	24.7%	25.0%	26.0%	23.0%

Section III Notes:

1. Of the 6 Corporate Restaurants, 3 or 50% attained or surpassed the average Cost of Goods Sold of 24.5% in 2021 and 4 or 67% attained or surpassed the average Cost of Goods Sold of 24.7% in 2022.

2. We do not present Costs of Goods Sold information for Franchised Restaurants since we do not have historic and reliable cost information for all Franchised Restaurants.

General Notes:

1. Gross Sales includes all revenues received or receivable by you as payment, whether in cash or for credit or barter, or other means of exchange (and, if for credit or barter, whether or not payment is received), on account of any and all goods, merchandise, services or products sold in or from your Restaurant, including in-store, dining, carry-out, online orders, delivery, third-party voucher sales, catering or otherwise, or which are promoted or sold under any of the trademarks or by using the System. Gross Sales excludes: (i) sales taxes, value added or other tax, excise or duty charged to customers, based on sales at or from your Restaurant; (ii) tips, gratuities or service charges paid directly by customers to your employees or paid to you and promptly turned over to your employees in lieu of direct tips or gratuities; and (iii) proceeds from isolated sales of equipment and trade fixtures which are not part of your products and services offered for resale at your Restaurant nor having any material effect upon the ongoing operation of your Restaurant. For items sold pursuant to coupons or other discounts (which we must approve), Gross Sales also excludes the amount discounted from the purchase price of such item and from sales of pre-paid gift cards and certificates.
2. For purposes of this Item 19, Restaurants operating at Traditional Locations are Restaurants that do not operate from Non-Traditional Locations. For purposes of this Item 19, Restaurants operating from Mall Storefront Locations are Restaurants that operate at malls, but are located on the perimeter of the mall and feature outdoor ingress and egress.
3. Cost of Goods Sold includes the cost of all food, beverages and paper goods used in the Restaurants.
4. The financial performance representations above do not reflect the cost of labor, operating expenses, or other costs or expenses that must be deducted from the gross revenue or gross sales figures to obtain your net income or profit. You should conduct an independent investigation of the costs and expenses you will incur in operating your franchised business. Franchisees or former franchisees, listed in the Disclosure Document, may be one source of this information.

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

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

Other than the preceding financial performance representation, Blaze Pizza, LLC does not make any financial performance representations. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with 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 Zima Diaz, at 35 N. Lake Avenue Suite 810 Pasadena, California 91101, (626) 584-5880, the Federal Trade Commission; and the appropriate state regulatory agencies.

ITEM 20
OUTLETS AND FRANCHISEE INFORMATION

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

Column 1 Outlet Type	Column 2 Year	Column 3 Outlets at the Start of the Year	Column 4 Outlets at the End of the Year	Column 5 Net Change
Franchised	2020	306	296	-10
	2021	296	300	+4
	2022	300	296	-4
Company-Owned	2020	7	13	+6
	2021	13	13	0
	2022	13	7	-6
Total Outlets	2020	313	309	-4
	2021	309	313	+4
	2022	313	303	-10

Table No. 2
Transfers of Franchised Outlets to New Owners (Other than the Franchisor)
For Years 2020-2022

Column 1 State	Column 2 Year	Column 3 Number of Transfers
Arizona	2020	0
	2021	5
	2022	0
Arkansas	2020	0
	2021	0
	2022	2
California	2020	0
	2021	2
	2022	0
Idaho	2020	3
	2021	0

Column 1 State	Column 2 Year	Column 3 Number of Transfers
	2022	0
Georgia	2020	0
	2021	0
	2022	2
Maryland	2020	0
	2021	0
	2022	2
Minnesota	2020	0
	2021	2
	2022	0
Oklahoma	2020	0
	2021	0
	2022	3
Texas	2020	0
	2021	0
	2022	4
Utah	2020	0
	2021	0
	2022	1
Totals	2020	3
	2021	9
	2022	14

<u>Table No. 3</u>
<u>Status of Franchised Outlets</u>
<u>For Years 2020-2022</u>

Col. 1 State	Col. 2 Year	Col. 3 Outlets at Start of the Year	Col. 4 Outlets Opened	Col. 5 Termina-tions	Col. 6 Non-Renewals	Col. 7 Reacquired by Franchisor	Col. 8 Ceased Operations - Other Reasons	Col. 9 Outlets at End of the Year
Alabama	2020	2	1	0	0	0	1	2

Col. 1 State	Col. 2 Year	Col. 3 Outlets at Start of the Year	Col. 4 Outlets Opened	Col. 5 Termina-tions	Col. 6 Non-Renewals	Col. 7 Reacquired by Franchisor	Col. 8 Ceased Operations - Other Reasons	Col. 9 Outlets at End of the Year
	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
Arizona	2020	5	0	0	0	0	0	5
	2021	5	0	0	0	0	0	5
	2022	5	0	0	0	0	2	3
Arkansas	2020	2	0	0	0	2	0	0
	2021	0	0	0	0	0	0	0
	2022	0	2	0	0	0	0	2
California	2020	97	3	0	0	0	3	97
	2021	97	1	0	0	0	4	94
	2022	94	5	0	0	0	9	90
Colorado	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
Connecticut	2020	2	0	0	0	0	0	2
	2021	2	0	0	0	0	1	1
	2022	1	0	0	0	0	0	1
Florida	2020	22	2	0	0	0	1	23
	2021	23	2	0	0	0	0	25
	2022	25	0	0	0	0	0	25
Georgia	2020	4	0	0	0	0	0	4
	2021	4	1	0	0	0	0	5
	2022	5	1	0	0	0	0	6
Idaho	2020	5	0	0	0	0	0	5
	2021	5	0	0	0	0	0	5
	2022	5	1	0	0	0	0	6
Illinois	2020	14	0	0	0	0	1	13
	2021	13	0	0	0	0	1	12
	2022	12	0	0	0	0	2	10

Col. 1 State	Col. 2 Year	Col. 3 Outlets at Start of the Year	Col. 4 Outlets Opened	Col. 5 Termina-tions	Col. 6 Non-Renewals	Col. 7 Reacquired by Franchisor	Col. 8 Ceased Operations - Other Reasons	Col. 9 Outlets at End of the Year
Indiana	2020	7	0	0	0	0	1	6
	2021	6	0	0	0	0	0	6
	2022	6	0	0	0	0	0	6
Iowa	2020	5	0	0	0	0	1	4
	2021	4	0	0	0	0	0	4
	2022	4	0	0	0	0	0	4
Kansas	2020	2	0	0	0	0	1	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Kentucky	2020	7	0	0	0	0	1	6
	2021	6	0	0	0	0	0	6
	2022	6	0	0	0	0	0	6
Louisiana	2020	3	0	0	0	0	0	3
	2021	3	0	0	0	0	0	3
	2022	3	0	0	0	0	0	3
Maryland	2020	3	0	0	0	0	0	3
	2021	3	1	0	0	0	0	4
	2022	4	0	0	0	0	0	4
Massachusetts	2020	5	0	0	0	0	0	5
	2021	5	0	0	0	0	0	5
	2022	5	0	0	0	0	0	5
Michigan	2020	11	1	0	0	0	1	11
	2021	11	0	0	0	0	1	10
	2022	10	0	0	0	0	4	6
Minnesota	2020	2	0	0	0	0	0	2
	2021	2	0	0	0	0	0	2
	2022	2	1	0	0	0	0	3
Missouri	2020	3	0	0	0	0	3	0
	2021	0	0	0	0	0	0	0

Col. 1 State	Col. 2 Year	Col. 3 Outlets at Start of the Year	Col. 4 Outlets Opened	Col. 5 Termina-tions	Col. 6 Non-Renewals	Col. 7 Reacquired by Franchisor	Col. 8 Ceased Operations - Other Reasons	Col. 9 Outlets at End of the Year
	2022	0	0	0	0	0	0	0
Montana	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Nebraska	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Nevada	2020	9	1	0	0	0	0	10
	2021	10	2	0	0	0	0	12
	2022	12	0	0	0	0	0	12
New Hampshire	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
New Jersey	2020	8	0	0	0	0	0	8
	2021	8	0	0	0	0	0	8
	2022	8	0	0	0	0	1	7
New Mexico	2020	2	0	0	0	0	0	2
	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
New York	2020	14	1	0	0	0	2	13
	2021	13	0	0	0	0	0	13
	2022	13	0	0	0	0	1	12
North Carolina	2020	11	2	0	0	0	0	13
	2021	13	0	0	0	0	0	13
	2022	13	0	0	0	0	0	13
North Dakota	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	1	0	0	0	0	2
Ohio	2020	5	0	0	0	0	0	5

Col. 1 State	Col. 2 Year	Col. 3 Outlets at Start of the Year	Col. 4 Outlets Opened	Col. 5 Termina-tions	Col. 6 Non-Renewals	Col. 7 Reacquired by Franchisor	Col. 8 Ceased Operations - Other Reasons	Col. 9 Outlets at End of the Year
	2021	5	0	0	0	0	1	4
	2022	4	0	0	0	0	0	4
Oklahoma	2020	4	0	0	0	4	0	0
	2021	0	0	0	0	0	0	0
	2022	0	3	0	0	0	0	3
Pennsylvania	2020	8	1	0	0	0	0	9
	2021	9	1	0	0	0	0	10
	2022	10	1	0	0	0	0	11
Rhode Island	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
South Carolina	2020	3	1	0	0	0	0	4
	2021	4	0	0	0	0	0	4
	2022	4	0	0	0	0	1	3
South Dakota	2020	2	0	0	0	0	0	2
	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
Tennessee	2020	5	0	0	0	0	0	5
	2021	5	0	0	0	0	0	5
	2022	5	0	0	0	0	0	5
Texas	2020	13	2	0	0	0	1	14
	2021	14	5	0	0	0	0	19
	2022	19	1	0	0	0	0	20
Utah	2020	4	2	0	0	0	0	6
	2021	6	0	0	0	0	1	5
	2022	5	0	0	0	0	0	5
Virginia	2020	5	0	0	0	0	0	5
	2021	5	0	0	0	0	0	5
	2022	5	1	0	0	0	1	5

Col. 1 State	Col. 2 Year	Col. 3 Outlets at Start of the Year	Col. 4 Outlets Opened	Col. 5 Termina-tions	Col. 6 Non-Renewals	Col. 7 Reacquired by Franchisor	Col. 8 Ceased Operations - Other Reasons	Col. 9 Outlets at End of the Year
Washington	2020	1	0	0	0	0	1	0
	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
Wisconsin	2020	4	0	0	0	0	4	0
	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
West Virginia	2020	2	1	0	0	0	0	3
	2021	3	0	0	0	0	0	3
	2022	3	0	0	0	0	0	3
Total	2020	306	18	0	0	6	22	296
	2021	296	13	0	0	0	9	300
	2022	300	17	0	0	0	21	296

Table No. 4
Status of Company-Owned Outlets
For Years 2020-2022

Col. 1 State	Col. 2 Year	Col. 3 Outlets at Start of Year	Col. 4 Outlets Opened	Col. 5 Outlets Reacquired From Franchisee	Col. 6 Outlets Closed	Col. 7 Outlets Sold to Franchisee	Col. 8 Outlets at End of Year
Arkansas	2020	0	0	2	0	0	2
	2021	2	0	0	0	0	2
	2022	2	0	0	0	2	0
California	2020	7	0	0	0	0	7
	2021	7	0	0	0	0	7
	2022	7	0	0	0	0	7
Oklahoma	2020	0	0	4	0	0	4
	2021	4	0	0	0	0	4
	2022	4	0	0	1	3	0

Col. 1 State	Col. 2 Year	Col. 3 Outlets at Start of Year	Col. 4 Outlets Opened	Col. 5 Outlets Reacquired From Franchisee	Col. 6 Outlets Closed	Col. 7 Outlets Sold to Franchisee	Col. 8 Outlets at End of Year
Total Outlets	2020	7	0	6	0	0	13
	2021	13	0	0	0	0	13
	2022	13	0	0	1	5	7

Table No. 5
Projected Openings as of December 26, 2022[(1)]

Column 1 State	Column 2 Franchise Agreements Signed But Outlet Not Opened	Column 3 Projected New Franchised Outlets in the Next Fiscal Year	Column 4 Projected New Company-Owned Outlets in the Next Fiscal Year
Alaska	1	1	0
California	1	0	2
Florida	5	6	0
Georgia	0	1	0
Idaho	0	1	0
Louisiana	1	1	0
Maryland	1	1	0
Maine	1	0	0
Tennessee	2	1	0
Texas	2	3	0
Washington	0	1	0
Total	14	16	2

The name, city, state and current business telephone number (or if unknown, the last known home telephone number) of every franchisee who had a business terminated, cancelled, not renewed or otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement during the most recently completed fiscal year or who has not communicated with us within ten (10) weeks of the Issuance Date of this Franchise Disclosure Document will be listed on Exhibit F to this Franchise Disclosure Document when applicable. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise System. Attached as Exhibit F is a list containing all franchisees and area developers, including those that were not yet operational as of December 25, 2022.

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

No trademark specific franchisee association has been sponsored by us, or has requested to be included in this franchise disclosure document.

During the last three fiscal years, no current or former franchisees have signed confidentiality clauses that would restrict their ability to discuss his or her personal experience as a franchisee in our system with you.

ITEM 21
FINANCIAL STATEMENTS

The audited financial statements as of December 25, 2022, December 26, 2021 and December 27, 2020 for our parent, Blaze Pizza Holdings, LLC, are attached as Exhibit B. Blaze Pizza Holdings, LLC absolutely and unconditionally guarantees our obligations under the Franchise Agreement and the Area Development Agreement. A copy of the guarantee of Blaze Pizza Holdings, LLC is attached to this Franchise Disclosure Document as Exhibit K.

ITEM 22
CONTRACTS

The following exhibits contain proposed agreements regarding the franchise:

Exhibit C	Franchise Agreement
Exhibit D	Area Development Agreement
Exhibit E	Non-Traditional Venue Addendum
Exhibit G	State Addenda and Agreement Riders
Exhibit I	Contracts for use with the Blaze Pizza Franchise

ITEM 23
RECEIPTS

The last pages of this Franchise Disclosure Document, Exhibit M, are a detachable document, in duplicate. Please detach, sign, date and return one copy of the Receipt to us, acknowledging you received this Franchise Disclosure Document. Please keep the second copy for your records.

EXHIBIT A

STATE ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS

CALIFORNIA State Administrator and Agent for Service of Process: Commissioner Department of Financial Protection and Innovation 320 W. 4th Street, #750 Los Angeles, CA 90013 (213) 576-7500 (866) 275-2677 **HAWAII** Commissioner of Securities of the State of Hawaii 335 Merchant Street, Room 203 Honolulu, HI 96813 (808) 586-2722 Agent for Service of Process: Commissioner of Securities of the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division 335 Merchant Street, Room 203 Honolulu, HI 96813 (808) 586-2722 **ILLINOIS** Illinois Attorney General Chief, Franchise Division 500 S. Second Street Springfield, IL 62706 (217) 782-4465 **INDIANA** Secretary of State Securities Division Room E-111 302 W. Washington Street Indianapolis, IN 46204 (317) 232-6681	**MARYLAND** Office of the Attorney General Securities Division 200 St. Paul Place Baltimore, MD 21202 (410) 576-6360 Agent for Service of Process: Maryland Securities Commissioner 200 St. Paul Place Baltimore, MD 21202-2020 **MICHIGAN** Michigan Department of Attorney General Consumer Protection Division 525 W. Ottawa Street Lansing, MI 48913 (517) 335-7632 **MINNESOTA** Department of Commerce Commissioner of Commerce 85 Seventh Place East, Suite 280 St. Paul, MN 55101-3165 (651) 539-1600 **NEW YORK** Administrator: NYS Department of Law Investor Protection Bureau 28 Liberty Street, 21st Floor New York, NY 10005 (212) 416-8222 Agent for Service of Process: Secretary of State 99 Washington Avenue, 6th Floor Albany, NY 12231 **NORTH DAKOTA** North Dakota Securities Department State Capitol, 14th Floor, Dept. 414 600 E. Boulevard Avenue Bismarck, ND 58505-0510 (701) 328-4712	**RHODE ISLAND** Department of Business Regulation 1511 Pontiac Avenue, Bldg. 68-2 Cranston, RI 02920 (401) 462-9527 **SOUTH DAKOTA** Division of Insurance Securities Regulation 124 South Euclid, 2nd Floor Pierre, SD 57501 (605) 773-3563 **VIRGINIA** State Corporation Commission Division of Securities and Retail Franchising 1300 E. Main Street, 9th Floor Richmond, VA 23219 Agent for Service of Process: Clerk of the State Corporation Commission 1300 E. Main Street, 1st Floor Richmond, VA 23219 **WASHINGTON** State Administrator: Department of Financial Institutions Securities Division P.O. Box 9033 Olympia, WA 98507 (360) 902-8760 Agent for Service for Process: Director of Department of Financial Institutions Securities Division 150 Israel Road SW Tumwater, WA 98501 **WISCONSIN** Department of Financial Institutions Division of Securities 4822 Madison Yards Way, North Tower Madison, WI 53705 (608) 266-0448 Rev. 050620

EXHIBIT B

FINANCIAL STATEMENTS

Blaze Pizza Holdings, LLC and Subsidiaries

Consolidated Financial Statements as of December 25, 2022 and December 26, 2021, and for the Years Ended December 25, 2022, December 26, 2021, and December 27, 2020, and Independent Auditor's Report

BLAZE PIZZA HOLDINGS, LLC AND SUBSIDIARIES

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INDEPENDENT AUDITOR'S REPORT

To the Audit Committee Members of
Blaze Pizza Holdings, LLC and its Subsidiaries:

Opinion

We have audited the consolidated financial statements of Blaze Pizza Holdings, LLC and subsidiaries (the "Company"), which comprise the consolidated balance sheets as of December 25, 2022 and December 26, 2021, and the related consolidated statements of operations, members' equity (deficit), and cash flows for the years ended December 25, 2022, December 26, 2021, and December 27, 2020, and the related notes to the consolidated financial statements (collectively referred to as the "financial statements").

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Company as of December 25, 2022, December 26, 2021, and the results of its operations and its cash flows for the years ended December 25, 2022, December 26, 2021, and December 27, 2020 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 Auditor's Responsibilities for the Audit of the 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.

Emphasis of Matter

As discussed in Note 2 to the financial statements, effective December 27, 2021, the Company adopted Financial Accounting Standards Board Accounting Standards Update 2016-02, Leases (Topic 842), using the modified retrospective approach. Our opinion is not modified with respect to this matter.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the 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 financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the 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 for one year after the date that the financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's 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 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 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 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 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.

Deloitte & Touche LLP

April 7, 2023

BLAZE PIZZA HOLDINGS, LLC AND SUBSIDIARIES

CONSOLIDATED BALANCE SHEETS
AS OF DECEMBER 25, 2022 AND DECEMBER 26, 2021

	2022	2021
ASSETS		
CURRENT ASSETS:		
Cash and cash equivalents	$ 7,739,910	$ 8,437,329
Accounts receivable	1,378,984	1,294,128
Inventories	57,608	130,047
Prepaid expenses and other current assets	604,150	775,299
Total current assets	9,780,652	10,636,803
PROPERTY AND EQUIPMENT—Net	2,016,713	2,189,038
OPERATING LEASE RIGHT OF USE ASSET	1,782,814	-
INVESTMENTS	-	176,541
INTANGIBLE ASSETS	96,107	120,803
OTHER ASSETS	78,803	107,310
TOTAL ASSETS	$ 13,755,089	$ 13,230,495
LIABILITIES AND MEMBERS' EQUITY		
CURRENT LIABILITIES:		
Accounts payable and accrued expenses	$ 9,320,238	$ 8,663,370
Operating lease liabilities—current portion	1,035,688	-
Finance lease liabilities—current portion	13,753	-
Deferred franchise fee revenue—current portion	937,055	1,021,688
Total current liabilities	11,306,734	9,685,058
DEFERRED FRANCHISE FEE REVENUE	4,958,362	6,107,325
NONCURRENT LEASE LIABILITIES	921,369	-
NONCURRENT FINANCE LEASE LIABILITIES	4,670	-
OTHER NONCURRENT LIABILITIES	-	347,362
Total liabilities	17,191,135	16,139,745
COMMITMENTS AND CONTINGENCIES (Note 12)		
MEMBERS' EQUITY:		
Members' contributed capital	13,979,704	13,088,335
Accumulated deficit	(17,415,750)	(15,997,585)
Total members' equity (deficit)	(3,436,046)	(2,909,250)
TOTAL LIABILITIES AND MEMBERS' EQUITY	$ 13,755,089	$ 13,230,495

See notes to consolidated financial statements.

BLAZE PIZZA HOLDINGS, LLC

CONSOLIDATED STATEMENTS OF OPERATIONS
FOR THE YEARS ENDED DECEMBER 25, 2022, DECEMBER 26, 2021, AND DECEMBER 27, 2020

	2022	2021	2020
REVENUES:			
Company store and retail sales	$ 13,673,938	$ 13,537,470	$ 9,041,744
Royalty revenue, franchise fees, and other	20,073,290	19,510,742	15,511,227
Advertising fees and related income	7,018,013	6,712,755	5,214,214
Total revenues	40,765,241	39,760,967	29,767,185
COST AND EXPENSES:			
Company store operating costs	13,691,594	14,359,207	10,827,682
Advertising expenses	7,018,013	6,612,300	5,374,729
Selling, general, and administrative expenses	21,682,650	20,492,656	16,483,946
Total costs and expenses	42,392,257	41,464,163	32,686,357
LOSS FROM OPERATIONS	(1,627,016)	(1,703,196)	(2,919,172)
OTHER INCOME:			
Income from equity method investment	445,256	138,050	73,826
Other income (expense)	(38,542)	-	-
Total other income and expenses	406,714	138,050	73,826
NET LOSS	$ (1,220,302)	$ (1,565,146)	$ (2,845,346)

See notes to consolidated financial statements.

BLAZE PIZZA HOLDINGS, LLC AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF MEMBERS' EQUITY (DEFICIT)
FOR THE YEARS ENDED DECEMBER 25, 2022, DECEMBER 26, 2021, AND DECEMBER 27, 2020

	Members' Contributed Capital					Total
	Class A Members' Units	Class B Members' Units	Class C Members' Units	Members' Contributed Capital	Accumulated Earnings (Deficit)	Members Equity (Deficit)
MEMBERS' EQUITY (DEFICIT)—December 30, 2019	2,512,184	4,186,515	6,360,000	$10,287,353	$(11,575,027)	$(1,287,674)
Options exercised	-	39,110	-	60,881	-	60,881
Stock-based compensation	-	-	-	731,080	-	731,080
Distributions to members	-	-	-	-	(10,693)	(10,693)
Net loss	-	-	-	-	(2,845,346)	(2,845,346)
MEMBERS' EQUITY (DEFICIT)—December 27, 2020	2,512,184	4,225,625	6,360,000	11,079,314	(14,431,066)	(3,351,752)
Options exercised	-	20,000	-	14,160	-	14,160
Stock-based compensation	-	-	-	1,994,861	-	1,994,861
Distributions to members	-	-	-	-	(1,373)	(1,373)
Net loss	-	-	-	-	(1,565,146)	(1,565,146)
MEMBERS' EQUITY (DEFICIT)—December 26, 2021	2,512,184	4,245,625	6,360,000	13,088,335	(15,997,585)	(2,909,250)
Options exercised	-	99,900	-	70,729	-	70,729
Stock-based compensation	-	-	-	820,640	-	820,640
Distributions to members	-	-	-	-	(197,863)	(197,863)
Net loss	-	-	-	-	(1,220,302)	(1,220,302)
MEMBERS' EQUITY (DEFICIT)—December 25, 2022	2,512,184	4,345,525	6,360,000	$13,979,704	$(17,415,750)	$(3,436,046)

See notes to consolidated financial statements.

BLAZE PIZZA HOLDINGS, LLC AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF CASH FLOW
FOR THE YEARS ENDED DECEMBER 25, 2022, DECEMBER 26, 2021, AND DECEMBER 27, 2020 AND DECEMBER 27, 2020

	2022	2021	2020
CASH FLOWS FROM OPERATING ACTIVITIES:			
Net loss	$(1,220,302)	$ (1,565,146)	$ (2,845,346)
Adjustments to reconcile net loss to net cash provided by (used in) operating activities:			
Depreciation and amortization expense	1,118,686	1,395,670	1,274,721
Impairment of long-lived assets	-	660,446	-
Stock-based compensation	820,640	1,994,861	731,080
Non cash lease expense	(249,804)	(100,060)	17,314
Dividends from equity method investments	172,247	142,131	69,745
Income from equity method investments	(445,256)	(138,050)	(73,826)
Changes in operating assets and liabilities:			
(Increase) decrease in assets:			
Accounts receivable	(84,856)	(236,226)	(212,684)
Inventories	72,439	6,182	(70,517)
Prepaid expenses and other current assets	171,150	(651,665)	835,773
Other assets	28,507	31,392	29,091
Increase (decrease) in liabilities:			
Accounts payable and accrued expenses	807,240	1,089,418	903,929
Deferred franchise fee revenue	(1,233,596)	(657,908)	(1,227,033)
Net cash provided by (used in) operating activities	(42,905)	1,971,045	(567,753)
CASH FLOWS FROM INVESTING ACTIVITIES:			
Purchase of property and equipment	(1,121,818)	(1,107,599)	(568,426)
Proceeds from sale of fixed assets	200,000	-	-
Return of equity method investment	449,550	347,077	-
Net cash used in investing activities	(472,268)	(760,522)	(568,426)
CASH FLOWS FROM FINANCING ACTIVITIES:			
(Repayments)/Borrowings on line of credit	-	(10,000,000)	10,000,000
Cash received for stock options exercised	70,729	14,160	60,881
Payments for capital leases	(55,112)	(80,204)	(191,707)
Distributions to members	(197,863)	(1,373)	(10,693)
Net cash used in financing activities	(182,246)	(10,067,417)	9,858,481
NET (DECREASE) INCREASE IN CASH AND CASH EQUIVALENTS	(697,419)	(8,856,894)	8,722,302
CASH AND CASH EQUIVALENTS—Beginning of year	8,437,329	17,294,223	8,571,921
CASH AND CASH EQUIVALENTS—End of year	$ 7,739,910	$ 8,437,329	$17,294,223
SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION:			
Fixed asset additions unpaid	$ 3,174	$ 4,011	$ 93,123
Fixed assets financed with capital lease	$ -	$ -	$ 38,673

See notes to consolidated financial statements.

1. ORGANIZATION AND BUSINESS ACTIVITY

Blaze Pizza Holdings, LLC (the "Company") is a Delaware limited liability company organized on October 23, 2018, and is the parent of Blaze Pizza, LLC, a California limited liability company (the "Subsidiary"). The Subsidiary was organized on October 28, 2011, under the name PYR Pizza, LLC. Amended Articles of Organization were filed, effective February 8, 2012, to change the name of the Subsidiary to Blaze Pizza, LLC. On October 31, 2018, all ownership rights in the Subsidiary were contributed to the Company in exchange for equivalent ownership rights in the Company (the "Reorganization"). All references herein to the "Company" prior to October 31, 2018, shall refer to the Subsidiary, as applicable.

The Company is engaged in the business of owning, operating, and franchising pizza restaurants. The Company's revenue is predominantly from retail sales made through company-owned restaurants and royalties from its franchised locations. The Company's franchise locations are primarily located in the United States and internationally in Canada, Kuwait, Saudi Arabia, United Arab Emirates, and Bahrain.

In December 2013, BP Fund A, LLC (the "Fund") was formed to engage in the business of owning and operating pizza restaurants. The Company has 100% controlling interest of the Fund.

In May 2020, Blaze Pizza OK AR, LLC was formed to acquire assets in Oklahoma and Arkansas to operate pizza restaurants. On September 19, 2022 these restaurants were sold to a franchise group and now operate as franchise locations.

The novel coronavirus ("COVID-19") pandemic has severely impacted the economies of the U.S. and other countries around the world. In the preparation of the consolidated financial statements and related disclosures the Company has assessed the impact that COVID-19 has had on its estimates, assumptions, and accounting policies and made additional disclosures, as necessary.

Cash and Cash Equivalents—The Company considers all highly liquid investments with an original maturity of three months or less, at the time of acquisition, to be cash equivalents. Amounts receivable from credit card processors and 3rd party delivery vendors related to retail sales transactions at the company-owned restaurants are converted to cash shortly after the related sales transaction and are considered to be cash equivalents because they are both short term and highly liquid in nature. Amounts receivable from credit card processors and 3rd party delivery vendors related to retail sales transactions included within cash and cash equivalents as of December 25, 2022 and December 26, 2021, were $151,199 and $196,604, respectively.

The Company maintains cash balances at several financial institutions located in the United States that management believes are credit worthy. At times, the cash balance may exceed federally insured limits. As of December 25, 2022 and December 26, 2021, the Company had exposure beyond Federal Deposit Insurance Corporation-insured limits of $7,229,910 and $8,170,071, respectively.

Accounts Receivable and Allowance for Doubtful Accounts—Accounts receivable are related to amounts due from franchisees. The Company determines its allowance for doubtful accounts by considering a number of factors, including the length of time accounts receivable are past due, the Company's previous loss history, the customer's current and expected future ability to pay its obligation to the Company, and the condition of the general economy and the industry as a whole. The Company writes off accounts receivable when they are deemed to be uncollectible. As of December 25, 2022 and December 26, 2021, the Company recorded an allowance for doubtful accounts of $9,271 and $9,271, respectively.

Concentration of Credit Risk—The Company had certain customers whose accounts receivable balance individually represented 10% or more of the Company's total accounts receivable as follows:

As of December 25, 2022 and December 26, 2021, no customers represented above 10% of accounts receivable.

None of the Company's customers represented more than 10% of total revenues for each of the years presented in the consolidated financial statements.

Inventories—Inventories, which consist of food and beverage products, paper goods and supplies, are carried at the lower of cost or net realizable value with cost determined using the first-in, first-out basis.

Property and Equipment—Property and equipment are recorded at cost less accumulated depreciation. Property and equipment are depreciated based on the straight-line method over the following estimated useful lives:

Property and Equipment	Estimated Useful Lives
Leasehold improvements	Lesser of the expected lease term or useful life
Equipment, furniture, and fixtures	7 years
Computers	3 years
Software	2 years

When items are sold or retired, the related costs and accumulated depreciation are removed from the accounts with any gain or loss reflected in the consolidated statements of operations. Maintenance and repairs are charged to expense when incurred.

Impairment of Long-Lived Assets—Property, equipment and operating lease right-of-use assets are reviewed by the Company for impairment whenever events or changes in circumstances indicate that the carrying amount of the asset may not be fully recoverable. When events or circumstances indicate that impairment may be present, the Company evaluates the probability that future undiscounted net cash flows received will be less than the carrying amount of the asset. If projected future undiscounted cash flows are less than the carrying value of an asset, then such assets are written down to their fair values. For purposes of estimating future cash flows to evaluate impairment of property and equipment, the Company groups assets at the lowest level for which there are identifiable cash flows that are largely independent of cash flows of other groups of assets. The Company recorded $429,815 in impairment of property and equipment during the fiscal years ended December 26, 2021. There was no impairment of property and equipment during the fiscal years ended December 25, 2022, and December 27, 2020.

Intangible Assets—The Company accounts for intangible assets in accordance with Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 350, *Intangibles—Goodwill and Other*. The Company's intangible assets with finite useful lives are amortized on a straight-line basis over their respective useful life of approximately five years. The remaining intangible assets consist of costs incurred for the establishment and preservation of Company trademarks with indefinite useful lives. Intangible assets are reviewed for impairment at least annually or whenever events or changes in circumstances indicate that the carrying amount of the asset may be impaired. The company had $230,632 in impairment recorded for the years ended December 26, 2021. The company did not have impairment recorded for the years ended December 25, 2022, and December 27, 2020.

Equity Method Investment—The Company investments in less-than majority-owned subsidiaries in which it has significant influence are accounted for under the equity method. When the equity method is used, investments are recorded at original cost and adjusted periodically to recognize the Company's proportionate share of the investees' net income or losses after the date of investment. When cumulative cash distributions from an investment accounted for under the equity method exceeds its carrying amount, the investment balance is reduced to zero and shall remain zero as long as the cumulative amount of distributions received continues to exceed the Company's cumulative pro-rata share of net income.

Other Assets—Other assets include cash security deposits provided as collateral on the corresponding lease agreements and deferred finance costs related to the acquisition of a senior revolving credit and security agreement with Bank of America, N.A during the year ended December 30, 2018. The current portion of other assets is included in prepaid expenses and other current assets in the accompanying consolidated balance sheets.

Leases—Company-owned restaurants are located on sites leased from third parties. The Company also enters into other leases for certain information technology (IT) equipment.

For any new or modified leases, the Company, at the inception of the contract, determines whether a contract is or contains a lease. The Company's determination of whether an arrangement contains a lease is based on an evaluation of whether the arrangement conveys the right to use and control specific property or equipment. Additionally, each lease is evaluated to determine whether the lease will be accounted for as an operating or finance lease based on the lease terms. Operating leases consist of leases for the company-owned restaurants and the finance lease obligations consist of leases for certain IT equipment. The Company records right-of-use ("ROU") assets and lease obligations for its operating leases, which are initially recognized based on the discounted future lease payments over the term of the lease. Variable lease payments are not included in the measurement of ROU assets and lease liabilities.

When determining the lease term, the Company includes reasonably certain option periods, if any, within the lease term. The Company has elected not to recognize ROU asset and lease obligations for its short-term leases, which are defined as leases with an initial term of 12 months or less.

As of the date of adoption, the Company calculated its operating lease assets and lease liabilities as the present value of fixed lease payments over the reasonably certain lease term beginning at the commencement date. The Company measured the lease liability by discounting the future fixed contractual payments included in the lease agreement, using either the rate explicit in the lease or its incremental borrowing rate ("IBR"). The IBR used to measure the lease liability is derived from the yield curve commensurate with the credit rating of the Company and further adjusted for seniority based on a notching analysis. The most significant assumption in calculating the IBR is the Company's credit rating, and the IBR is also subject to judgment.

ASU 2016-02, *Leases (Topic 842)*, as amended, was adopted by the Company on December 27, 2021, utilizing a modified retrospective approach. The Company elected the package of practical expedients permitted under the transition guidance within the new standard, which allows a lessee to carry forward its population of existing leases, the classification of each lease, as well as the treatment of initial direct costs as of the period of adoption. In addition, the Company elected the practical expedient related to lease and non-lease components, as an accounting policy election for all asset classes, which allows a lessee to not separate non-lease from lease components and instead account for consideration paid in a contract as a single lease component. Lastly, the Company elected the practical expedient allowing the Company to use hindsight in determining the lease term (i.e., when considering lessee options to extend or terminate the lease and to purchase the underlying asset) and to assess impairment of the entity's right of use (ROU) assets. Prior to December 27, 2021, leases were accounted for under *ASC Topic 840, Leases*.

Income Taxes—US GAAP requires management to evaluate tax positions taken and recognize a tax liability (or asset) if the organization has taken an uncertain tax position that more likely than not would not be sustained upon examination by the federal and state tax authorities. The Company has analyzed the tax positions and has concluded that as of December 25, 2022 and December 26, 2021, there are no positions taken or expected to be taken that would require recognition of a liability (or an asset) or disclosure in the consolidated financial statements. Furthermore, given the Company's status as a limited liability company, no federal or state income taxes are paid directly by the Company, as each member is held responsible for their respective share of the Company income or loss. The statutes of limitations for its federal income tax returns are open for fiscal years 2018 and after, and state income tax returns are open for fiscal years 2017 and after.

Contingencies—The Company may be subject to a range of claims, lawsuits, and administrative proceedings that arise in the ordinary course of business. The Company recognizes a liability and an expense for such matters when it is probable that a liability has been incurred and the amount can be reasonably estimated in accordance with the recognition criteria of ASC 450, *Contingencies*. Estimating liabilities and costs associated with these matters require significant judgment based upon the professional knowledge and experience of management and its legal counsel.

Revenue Recognition—Revenues consist primarily of royalties, advertising fund contributions, initial franchise fees, upfront fees from development agreements and international territory agreements, and food and beverage revenues from company-owned stores. The promised services under franchise agreements consist of (a) a franchise license, (b) pre-opening services, such as training, and (c) ongoing services, such as management of the advertising fund contributions, development of training materials and menu items, and restaurant monitoring. The promised services are highly interrelated with each other, so they are not considered to be individually distinct and therefore are accounted for as a single performance obligation, which is satisfied by providing the customer with the right to use the Company's intellectual property over the term of each franchise agreement.

Franchise fee, development fee, and international territory fee payments received by the Company before the restaurant opens are recorded as deferred revenue in the consolidated balance sheets. Such upfront fees are recognized as revenue on a straight-line basis starting from the store opening date through the end of the term of the franchise agreement. Revenues from upfront fees are included in royalty revenue, franchise fees, and other in the accompanying consolidated statements of operations. Deferred revenue on the consolidated balance sheets was $5,895,417 and $7,129,013 as of December 25, 2022 and December 26, 2021, respectively.

Continuing royalties and advertisement fund contributions, which are a percentage of net sales of the franchisee, are recognized as revenue when the underlying sales of the franchisee is reported to have been earned. Revenue from royalties is included in royalty revenue, franchise fees, and other in the accompanying consolidated statements of operations. Revenue from advertising fees is included in advertising fees and related income in the accompanying consolidated statements of operations.

The Company records food and beverage revenues from company-owned stores upon sale to the customer and is included in company store retail sales in the accompanying consolidated statements of operations. The Company collects and remits sales, food and beverage, alcoholic beverage, and hospitality taxes on transactions with customers and reports such amounts under the net method in its consolidated statements of operations. Accordingly, these taxes are not included in gross revenue.

The Company administers gift card programs for its franchised restaurants and company-owned restaurants. All cash receipts associated with gift card issuances within the system-wide franchise restaurants are remitted to the Company, and the Company records a corresponding liability. When gift cards are redeemed at a franchisee, the Company will remit the cash to the franchisee and no revenue is recognized. When gift cards are redeemed at company-owned restaurant stores, the Company will recognize revenue.

The Company's gift cards do not have an expiration date and there are no service fees that cause a reduction to customer balances. Based on historical redemption rates, a portion of gift cards are not expected to be redeemed and will be recognized as breakage revenue over time in proportion to gift card redemptions. The redemption rates are based on historical redemption patterns. Remittance to government agencies under unclaimed property laws are made, if applicable. The gift card liability, net of reserves, included in accounts payable and accrued expenses on the consolidated balance sheets was $3,113,850 and $2,862,711 as of December 25, 2022 and December 26, 2021, respectively. Breakage revenue is recognized in royalty revenue, franchise fees, and other revenue within the consolidated statements of operations. For the years ended December 25, 2022, December 26, 2021 and December 27, 2020, the Company recognized breakage revenue of $90,003, $220,830 and $164,970, respectively.

Advertising Expenses—Advertising expenses consist of advertising, public relations, merchandising, similar activities, and administrative expenses and enhance the public reputation of the brand. Advertising costs primarily relate to advertising expenses incurred on franchised restaurants and are expensed in the period in which they are incurred or over the life of the contract, when applicable. When contributions from franchisees to the advertisement fund exceed the related advertising expense, advertising expenses are accrued up to the amount of the contribution. Direct advertising costs are included in Company store operating costs and selling, general, and administrative expenses and were $390,473, $457,924, and $238,699, for the fiscal years ended December 25, 2022, December 26, 2021 and December 27, 2020, respectively.

Equity-Based Compensation—The Company recognizes compensation expense resulting from stock options issued to employees over the period for which the requisite services are provided. The Company has elected to account for forfeitures when they occur.

The Company uses the Black-Scholes option-pricing model to estimate the fair value of the incentive stock options at the measurement date. Grant date is deemed to be the appropriate measurement date for stock options issued to employees. The use of the Black-Scholes option-pricing model requires the use of subjective assumptions, including the fair value and projected volatility of the underlying membership units and the expected term of the award.

The fair value of each option granted has been estimated as of the date of the grant using the Black-Scholes option-pricing model with the assumptions during the years December 25, 2022, December 26, 2021 and December 27, 2020 included in the table below. The Company uses a simplified method to determine expected term of the options.

	2022	**2021**	**2020**
Risk-free interest rate	N/A	1.29 %	N/A
Expected term	N/A	7 years	N/A
Volatility	N/A	42.40 %	N/A
Dividend yield	N/A	- %	N/A

Risk-Free Interest Rate—The yield on actively traded non-inflation indexed US Treasury notes with the same maturity as the expected term of the underlying options was used as the average risk-free interest rate.

Expected Term—The Company estimates the expected term by selecting the midpoint between the requisite service period and the contractual term of the award.

Expected Volatility—As the Company is a private entity, there is no substantive share price history to calculate volatility, and as such, the Company has elected to use an approximation based on the volatility of other comparable public companies, which compete directly with the Company, over the expected term of the options.

Dividend Yield—The Company estimates the dividend yield based on expected future dividends at the time of the grant.

Fair Value of Financial Instruments—The fair value measurement accounting guidance creates a fair value hierarchy to prioritize the inputs used to measure fair value into three categories. A financial instrument's level within the fair value hierarchy is based on the lowest level of input significant to the fair value measurement, where Level 1 is the highest category (observable inputs) and Level 3 is the lowest category (unobservable inputs). The three levels are defined as follows:

Level 1—Unadjusted quoted prices in active markets accessible by the reporting entity for identical assets or liabilities. Active markets are those in which transactions for the asset or liability occur with sufficient frequency and volume to provide pricing information on an ongoing basis.

Level 2—Quoted prices for similar instruments in active markets and quoted prices for identical or similar instruments in markets that are not active and model-derived valuations in which significant value drivers are observable.

Level 3—Valuations derived from valuation techniques in which significant value drivers are unobservable.

The fair values of cash and cash equivalents, restricted cash, accounts receivable, accounts payable, and accrued expense approximate their fair values due to their liquidity and short-term nature of their maturities. Nonfinancial assets, such as intangible assets and property and equipment, are measured at fair value when there is an indicator of impairment and recorded at fair value only when impairment is recognized. The Company did not measure any assets, including intangible assets, or liabilities at fair value on a nonrecurring basis during the fiscal years ended 2022, 2021, and 2020, other than those acquired as part of the acquisition of a restaurant operated by a franchisee (see Note 3). Level 3 inputs were utilized when measuring certain assets acquired at fair value.

Related-Party Transactions—The Company entered into a franchise agreement with its equity method investee and receives royalties (see Note 7). During the year ended December 31, 2017, the Company entered into a consulting service agreement with one of the Class C unit holders. The Company has paid a total of $100,000, $100,000, and $100,000, during the years ended December 25, 2022, December 26, 2021, and December 27, 2020, respectively. Such payments were expensed as incurred and included within selling, general, and administrative expenses in the consolidated statements of operations.

Recent Accounting Pronouncements—In February 2016, the FASB issued Accounting Standards Update (ASU) No. 2016-02, *Leases (Topic 842)*, which requires lease assets and liabilities to be recorded on the balance sheet. On December 27, 2021, we adopted Topic 842, as amended, which supersedes the lease accounting guidance under Topic 840, and generally requires lessees to recognize operating and financing lease liabilities and corresponding ROU assets on the balance sheet and to provide enhanced disclosures surrounding the amount, timing and uncertainty of cash flows arising from leasing arrangements. We adopted the new guidance using the modified retrospective transition approach by applying the new standard to all leases existing at the date of initial application and not restating comparative periods. The most significant impact was the recognition of ROU assets and lease liabilities for operating leases. For information regarding the impact of Topic 842 adoption, see Summary of Significant Accounting Policies - Leases above and Note 11 – Leases.

3. PROPERTY AND EQUIPMENT—NET

Property and equipment consists of the following at December 25, 2022 and December 26, 2021:

	2022	**2021**
Leasehold improvements	$ 2,402,385	$ 2,466,708
Equipment, furniture and fixtures	1,987,092	1,971,933
Computer	1,072,297	1,097,944
Software	2,818,589	1,858,110
Construction in progress	102,000	109,791
	8,382,363	7,504,486
Less accumulated depreciation and amortization	(6,365,650)	(5,315,448)
	$ 2,016,713	$ 2,189,038

Depreciation expense recorded for the years ended December 25, 2022, December 26, 2021, and December 27, 2020, was $1,093,989, $1,265,953, and $1,145,004, respectively, of which $307,739, $611,083 and $572,026, respectively, was recorded in company store operating and $786,250, $654,870 and $572,878, respectively, was recorded in selling, general, and administrative expenses in the accompanying consolidated statements of operations.

Based on the companies review of its long-lived assets for impairment, there was no impairment recorded for the year ended Dec 25, 2022. The Company recorded non-cash impairment charges of $429,815 for the year ended December 26, 2021 and no impairment for the year ended December 27, 2020.

4. INTANGIBLE ASSETS

The components of intangible assets consisted of the following as of December 25, 2022 and December 26, 2021:

Intangible Assets	**2022**	**2021**
Definite-lived intangible assets—required franchise rights	$47,343	$ 72,039
Indefinite-lived intangible asset—trademarks	48,764	48,764
Total	$96,107	$120,803

The reacquired franchise rights have an amortization period of approximately five and a half years, which represents the remaining contractual term of the franchise agreements that were reacquired as of the acquisition date.

Based on the companies review of its long-lived assets for impairment, the Company recorded non-cash impairment charges of $230,632 for the year ended December 26, 2021 related to the reacquired franchise rights. There was no impairment recorded for the years ended December 25, 2022 and December 27, 2020. The annual amortization expense related to the reacquired right after the impairment charges is expected to be approximate $35,496 in 2023 and $11,824 in 2024. Amortization expenses in 2022 and 2021 were $58,319 and $129,716 respectively.

5. ACCOUNTS PAYABLE AND ACCRUED EXPENSES

The major components of accounts payable and accrued expenses consisted of the following as of December 26, 2022 and December 26, 2021:

Accrued Expenses	**2022**	**2021**
Gift card liability	$3,113,850	$2,862,711
Trade accounts payable	1,436,167	1,328,395
Accrued payroll and bonus	2,196,740	1,939,838
Deferred rent	-	113,520
Capital lease liability	-	36,700
Other accrued expenses	2,573,481	2,382,206
Total	$9,320,238	$8,663,370

6. CREDIT FACILITY

On December 21, 2018, the Company entered into a senior revolving credit and security agreement with Bank of America, N.A., which expires December 21, 2023. On September 29, 2020, the Company entered an amendment to the original agreement to modify certain financial covenants through the third quarter of fiscal 2021 and change certain interest rates in response to disruptions arising from the COVID-19 pandemic. On December 22, 2022 the company entered into a third amendment to transition from the London Inter-Bank Offered Rate ("LIBOR") to the Bloomberg Short-Term Bank Yield ("BSBY") as the benchmark rate for purposes of calculating interest. The revolving facility allows the Company to borrow up to $15,000,000. Borrowings under the revolving credit line bear interest at an annual rate equal to either a) minimum of BSBY or 0.5% plus an applicable rate dependent on the leverage ratio as depicted in the table below or b) a percentage not to exceed 1.5% above a Base Rate equal to the highest of (i) federal fund rate plus 0.5%, (ii) Bank of America prime rate, (iii) minimum of BSBY or 0.50% plus 1.75%; plus an applicable rate dependent on the leverage ratio as depicted in the table below ("Base Rate Loan"):

	Applicable Rate	
	BSBY Rate Loan	**Base Rate Loan**
Consolidated Leverage Ratio	1.75 %	0.75 %
≥ 0.75 to 1.0 but > 1.50 to 1.0	2.00	1.00
≥ 1.5 to 1.0 but < 2.00 to 1.0	2.25	1.25
≥ 2.00 to 1.0	2.50	1.50

As of December 25, 2022 and December 26, 2021, the interest rate was 2.75%. As of December 25, 2022, the Company had $0.00 in outstanding borrowings and accrued interest of $13,594. As of December 26, 2021, the Company had $0.00 in outstanding borrowings and accrued interest of $13,594.

The Company is required to maintain a consolidated leverage ratio of less than 2.5 to 1.0 and a consolidated fixed-charge coverage ratio of greater than 1.1 to 1.0. The Company is required to calculate the financial covenants at the end of each quarter and provide Bank of America with a compliance certificate. The Company was in compliance with all financial covenants as of December 25, 2022 and December 26, 2021.

The revolving facility is collateralized by substantially all the assets of the Company. The agreement also limits the Company's ability to, among other things, incur liens, incur additional indebtedness, hold investments, transfer or dispose of assets, change the nature of the business, or guarantee obligations. The agreement contains customary events of default, including, without limitation, failure to pay the outstanding term loans or accrued interest on the due date.

The Company had unamortized loan origination fees of $31,391 and $62,781 as of December 25, 2022 and December 26, 2021, respectively. The current portion of $31,391 and $31,391, and the noncurrent portion of $0 and $31,390 are included in the accompanying consolidated balance sheets in prepaid expenses and other current assets and other assets as of December 25, 2022 and December 26, 2021, respectively.

7. EQUITY METHOD INVESTMENT

During the year ended December 25, 2016, the Company contributed $619,391 to BP Lake Buena Vista, LLC ("BP Lake") to acquire membership units of approximately 16.7% of BP Lake's outstanding membership units. The management of BP Lake is controlled by the board of managers of BP Lake and the Company has 20% voting rights within the board of managers. The Company's membership units and rights within the board of rights have not changed since inception. This investment is accounted for using the equity method and amounted to $0 and $176,541 as of December 25, 2022 and December 26, 2021, respectively, and is included within investments in the accompanying consolidated balance sheets. As of December 25, 2022, the Company's carrying value in BP Lake has been reduced to zero, as the cumulative cash distributions received from BP Lake have exceeded the Company's pro-rata share of cumulative earnings in BP Lake. If BP Lake subsequently reports net income, the Company will not record its pro-rata share of such net income until the cumulative share of pro-rata income equals or exceeds the amount of its cumulative income recognized due to the receipt of cash distributions. Until such time, the Company will only report income from BP Lake to the extent of cash distributions received during the period. During the year ended December 25, 2022 the Company recorded a gain of $273,236 for distributions received in excess of the carrying amount.

Additionally, the Company has entered into a franchise agreement with BP Lake. Under this franchise agreement, the Company received royalties from BP Lake amounting to $371,532, $319,440, and $222,741, during the years ended December 25, 2022, December 26, 2021, and December 27, 2020, respectively, and such amounts are included within royalty revenue, franchise fee, and other in the accompanying consolidated statements of operations.

The Company evaluates equity method investments for impairment whenever events or circumstances exist that may have a significant adverse impact on the fair value of the investment. If a loss in value has occurred and is determined to be other than temporary, an impairment loss is recorded. The Company reviews several factors to determine whether an impairment loss has occurred that is other than temporary, including absence of an ability to recover the carrying amount of the investment, the length and extent of the fair value decline, and the financial condition and future prospects of the investee. The Company did not record any impairment on the equity method investment during the years ended December 25, 2022, December 26, 2021, and December 27, 2020.

8. MEMBERS' EQUITY

On December 26, 2015, the Company had two classes of units, Class A units and Class B units. On June 30, 2017, the Company amended and restated its operating agreement ("Agreement") to create membership interests designated as Class C units. Therefore, the Company has three classes of ownership interests, designated Class A units, Class B units, and Class C units subsequent to June 30, 2017. The total number of authorized units which the Company has the authority to issue under the Agreement is 19,860,000 of which 5,500,000, 8,000,000, and 6,360,000 are designated as Class A units, Class B units, and Class C units, respectively.

Preemptive Rights—Each time the Company proposes to offer any member units or securities convertible into member units, the Company will first make an offering of the additional units to the Class B and Class C members in accordance with the Agreement.

Right of First Refusal—If any member receives a purchase offer for their units and is willing to accept, the member must give 30-day written notice to the other members about the amount and terms of the offer. The other members have the option to purchase all or a portion of the designated member units for the same terms contained in the offer.

Co-Sale Rights—If any Class A member proposes to transfer any Class A units to someone other than a permitted transferee, as defined in the Agreement, then each Class B member and Class C member who has not exercised its right of first refusal may sell a portion of its Class B units or Class C units to the person to whom such Class A member proposes to sell such Class A units and in a proportional amount based on the percentage of the total units held by each class.

Voting Rights—The Company is manager-managed, as defined in the Agreement. Class A members, voting as a single class, are entitled to elect two managers; Class B members, voting as a single class, are entitled to elect two managers; Class C members, voting as a single class, are entitled to elect three managers; and an eighth manager to be appointed by the holders of the majority of outstanding Class A units. On May 21, 2020, the Company amended and restated its operating agreement to add a ninth manager. The ninth manager shall be the Chief Executive Officer, provided that if for any reason the CEO Manager shall cease to serve as the Chief Executive Officer of the Company, each of the Members shall promptly vote their respective Units (i) to remove the former Chief Executive Officer of the Company from the Board if such person has not resigned as a member of the Board, and (ii) to elect such person's replacement as Chief Executive Officer of the Company as the new CEO Manager. All Class A members, Class B members, and Class C members have rights to vote on any amendments to the Agreement, the sale or other transfer of all or substantially all of the assets of the Company, the merger, consolidation or conversion of the Company, the dissolution of the Company, the bankruptcy of the Company, or any other matters as defined by applicable law or the Agreement.

In addition to the voting rights of all members, Class B members have the right to vote on the creation of senior classes of securities, compensation transactions, employee options, and certain other matters.

Ordinary Distributions—In the discretion of the Company's board of managers, the Company may from time to time distribute cash flow from the Company's operations in any fiscal year to its members holding Class A units, Class B units, and Class C units, pro rata according to the number of units held by each such member.

Tax Distributions—The Company is obligated to make quarterly distributions to each member in amounts approximately equal to (i) such member's allocation of the net profit of the Company in such period, multiplied by (ii) the highest maximum combined marginal US federal, state, and local income tax rates to which any member may be subject and taking into account the character of such taxable income and the deductibility of state income tax for federal income tax purpose.

Distributions in Liquidation or other Extraordinary Distributions—If the Company makes distributions other than ordinary distributions or tax distributions as described above, including any distributions in liquidation of the Company, the amount of such distributions will be allocated as follows:

1. First, ratably to the holders of Class C units until all such holders of Class C units have received a return of their capital invested into the Company
2. Second, ratably to the holders of Class A units and Class B units until all such holders of Class A units and Class B units have received a return of their capital invested into the Company
3. Thereafter, ratably to holders of Class A units, Class B units, and Class C units.

Conditional Redemption Feature—Between the years 2024 and 2027, the Class C members have the right to cause the Company to redeem its Class C units, at fair market value, subject to certain limitations. If the Company is unable to redeem the Class C units, then the Class C members have the right to sell its Class C units to a third-party buyer. As part of this sale, the Class C units have the right to require the Class A and Class B members to sell their units to the third-party buyer. The redemption rights held by Class C units would constitute a redemption event outside of the Company's control, however, are only conditionally redeemable upon an approved sale of the Company (through sale of assets, sale of equity, merger, or otherwise), to an unaffiliated third party, which is not certain to occur.

9. STOCK OPTION

Employee Stock Option Plan—On January 31, 2012, the Company established the 2012 Option Plan (the "2012 Plan") authorizing the grant of 500,000 Class A units and 1,500,000 Class B units. In June 2013, the Company amended the 2012 Plan authorizing an increase in the Class B units available under the 2012 Plan to 2,200,000. These options vest annually over a five-to-seven-year period and have a 10-year term from the grant date. The 2012 Plan provides a means whereby designated employees, directors, officers, or consultants of the Company may be granted options for the right to purchase units of the Company.

On September 25, 2017, the Company established the 2017 Option Plan (the "2017 Plan") authorizing the grant of 1,300,000 Class B units. These options vest annually over a four-year period and have a 10-year term from the grant date. The 2017 Plan provides a means whereby designated employees, directors, officers, or consultants of the Company may be granted options for the right to purchase units of the Company.

On October 31, 2018, the Company terminated the 2012 Plan and the 2017 Plan in connection with the Reorganization and, in substitution thereof, established the 2018 Option Plan (the "2018 Plan") authorizing the grant of 100,000 Class A units and 1,572,000 Class B units. The Company granted to all participants of the 2012 Plan and the 2017 Plan substitute options under the 2018 Plan with terms equivalent to those previously outstanding under the 2012 Plan or 2017 Plan, as applicable, as of immediately prior to the Reorganization. The 2018 Plan provides a means whereby designated employees, directors, officers, or consultants of the Company may be granted options for the right to purchase units of the Company.

On July 1, 2021, the Company modified the terms for 515,000 stock options that were granted in previous years to 13 different unit holders. The modification resulted in a new exercise price of $12.14, which reflects the Company's estimate of fair market value of Class B Units on July 1, 2021. The exercise price of the stock options prior to the modification ranged from $18.78 to $20.45. The Company accounted for this modification as an exchange of the original award for a new award with greater value. The Company measured the incremental compensation cost associated with this modification as the excess of the fair value of the modified award over the fair value of the original award immediately before the terms are modified, measured based on the share price and other pertinent factors on July 1, 2021. The Company measured the incremental compensation cost related to this modification as $876,910, of which $91,116 was recognized as an expense in 2022, and $764,783 in 2021 and $21,011 is to be recorded as an expense in the year ending 2023.

A summary of the activity of the options granted is as follows for the years ended December 25, 2022, December 26, 2021, and December 27, 2020:

	Number of Stock Options		Exercise Price	Weighted Average	Weighted Average
	Class A	Class B	Per Share	Exercise Price	Remaining Life
Outstanding at December 29, 2019	-	1,197,937	\$0.71–\$20.45	\$16.47	9.1
Options granted	-	-	-	-	-
Options exercised	-	(39,110)	0.71–2.45	1.56	8.2
Options forfeited or expired	-	(350,177)	2.45–19.25	17.76	8.6
Outstanding at December 27, 2020	-	808,650	0.71–20.45	16.61	8.2
Exercisable at December 27, 2020	-	554,793	0.71–20.45	15.38	8.0

	Number of Stock Options		Exercise Price	Weighted Average	Weighted Average
	Class A	Class B	Per Share	Exercise Price	Remaining Life
Outstanding at December 27, 2020	-	808,650	\$0.71–\$20.45	\$16.61	8.2
Options granted	-	605,914	9.62	9.62	9.3
Options exercised	-	(20,000)	0.71	0.71	6.9
Options forfeited or expired	-	(109,375)	9.62–18.78	12.13	7.7
Outstanding at December 26, 2021	-	1,285,189	0.71–20.45	10.00	8.1
Exercisable at December 26, 2021	-	717,853	0.71–20.45	10.31	7.4

	Number of Stock Options		Exercise Price	Weighted Average	Weighted Average
	Class A	Class B	Per Share	Exercise Price	Remaining Life
Outstanding at December 26, 2021	-	1,285,189	\$0.71–\$20.45	\$10.00	8.1
Options granted	-	-	-	-	-
Options exercised	-	(99,900)	0.71	0.71	5.9
Options forfeited or expired	-	(479,520)	9.62–19.25	12.51	7.3
Outstanding at December 25, 2022	-	705,769	9.62	9.62	7.2
Exercisable at December 25, 2022	-	558,873	9.62	9.62	6.9

Compensation costs related to the employee stock options for the years ended December 25, 2022, December 26, 2021, and December 27, 2020, were $820,640, $1,961,263, and $731,080, respectively, and were recorded as selling, general, and administrative expenses on the Company's consolidated statements of operations. Total grant date fair value for employee stock options granted during the years ended December 26, 2021 was $2,696,776, or approximately $4.45 per stock option. There were no stock options granted for the year ended December 25, 2022. There were 605,914 stock options granted for the year ended December 26, 2021, and there were no stock options granted for the year ended December 27, 2020. Stock options exercised during the years ending December 25, 2022, December 26, 2021, and December 27, 2020 were 99,900, 20,000 and 39,100 respectively. The total intrinsic value of employee stock options exercised during the years ended December 25, 2022, December 26, 2021, and December 27, 2020, were approximately $1,142,057, $228,640, and $315,357, respectively. As of December 25, 2022, there was approximately $748,000 of unrecognized compensation expense, which will be recognized as compensation costs amounting to approximately $368,000, $305,000, and $75,000, in the fiscal years ended 2023, 2024, and 2025 respectively.

10. EMPLOYEE BENEFIT PLANS

The Company has a 401(k) plan covering eligible employees. Employee contributions are supplemented by Company contributions subject to 401(k) plan terms; however, due to the COVID-19 pandemic, Company contributions were suspended for a portion of the year-ended December 27, 2020. The Company recognized employer matching contributions of $172,367, $153,941, and $133,661, for the years ended December 25, 2022, December 26, 2021, and December 27, 2020, respectively.

11. LEASES

The Company determines if an arrangement is or contains a lease at inception. This determination depends on whether the arrangement conveys the right to control the use of an explicitly or implicitly identified asset for a period of time in exchange for consideration. Control of an underlying asset is conveyed if the Company obtains the right to direct the use of and obtains substantially all of the economic benefits from using the underlying asset. For operating leases entered into prior to December 27, 2021, the ROU assets and operating lease liabilities are recognized in the balance sheet based on the present value of the remaining future minimum payments over the lease term from the implementation date of the standard, December 27, 2021. For leases entered into subsequent to December 27, 2021, the operating lease ROU assets and operating lease liabilities are based on the present value of minimum payments over the lease term at the commencement date of the lease.

The adoption of ASC 842 resulted in recording a noncash transitional adjustment to operating lease ROU assets and operating lease liabilities of $4,410,905, and $4,853,375, respectively, as of December 25, 2022. The difference between operating ROU assets and operating lease liabilities at transition represented existing deferred rents of $442,470. The Company derecognized the deferred rents of $442,470 in connection with the noncash transitional adjustment recorded upon adoption. The Company did not record any adjustments to retained earnings as a result of adopting ASC 842. The adoption of this standard did not materially affect the Company's results of operations, members' equity, or cash flows. The Company's lease agreements do not contain variable expenses or any material residual value guarantees or material restrictive covenants.

The Company had operating lease ROU assets and operating lease liabilities of, $1,764,773 and $1,957,057 respectively, as of December 25, 2022. Operating lease expenses of $1,889,361 are included in company store operating costs and selling, general and administrative expenses in the accompanying statements of income during the year ended December 25, 2022. The Company incurred rent expense of $2,639,295 and $2,354,589 relating to operating leases under ASC 840 and are included in company store operating costs and selling, general and administrative expenses in the accompanying statements of income during the year ended December 26, 2021 and December 27, 2020, respectively.

In accordance with ASC 842, other information related to leases for the year ended December 25, 2022 were as follows:

Undiscounted Lease Payments	**Finance Leases**	**Operating Leases**	**Total**
2023	$14,681	$1,134,088	$1,148,769
2024	4,670	822,883	827,553
2025	-	89,643	89,643
2026	-	45,573	45,573
2027	-	4,160	4,160
Total	$19,351	$2,096,347	$2,115,698

Reconciliation of Lease Liabilities	**Finance Leases**	**Operating Leases**
Weighted average remaining lease term	1.29	1.98
Weighted-average discount rate	3.81 %	4.93 %

Present Value of Lease Payments	**Finance Leases**	**Operating Leases**	**Total**
Lease Liabilities—current	$13,753	$1,035,688	$1,049,441
Lease liabilities—noncurrent	4,670	921,369	926,039
Lease Liability—total	$18,423	$1,957,057	$1,975,480

Difference between Discounted and Undiscounted Cash Flow	**Finance Leases**	**Operating Leases**	**Total**
	$ 928	$ 139,290	$ 140,218

12. COMMITMENTS AND CONTINGENCIES

Lease Guarantees—The Company has, in certain cases, guaranteed lease payments associated with lease agreements that franchisees have entered into. The Company had outstanding lease guarantees or was contingently liable for approximately $10,099,886 and $3,668,340 as of December 25, 2022 and December 26, 2021, respectively. These amounts represent the maximum potential liability of future payments under these leases. Excluding unexercised option periods, the Company's potential liability for future payments under these leases as of December 25, 2022, was $4,340,866. These guarantees expire at the end of the respective lease terms, which range from 2023 through 2031. The Company has not received any notice of default related to these leases as of December 25, 2022. In the event of default, the indemnity and default clauses in the Company's franchise agreements govern its ability to pursue and recover damages incurred. No material liabilities for these guarantees have been recorded as of December 25, 2022.

Litigation—The Company is involved in various claims and legal actions that arise in the ordinary course of business. The Company does not believe that the ultimate resolution of these matters will have a material adverse effect on the Company's financial position, results of operations, liquidity, or capital resources. However, an increase in the number of these claims, or one or more successful claims under which the Company incurs greater liabilities than the Company currently anticipates, could materially and adversely affect the Company's business, financial position, results of operations, and cash flows.

Contingent Employee and Nonemployee Compensation—In exchange for services from employees and nonemployees, the Company has entered into a compensation arrangement whereby certain employees and nonemployees will receive consideration that is contingent on the fair market value of the Company upon a future change of control event (i.e., sale of company or initial public offering). As of December 25, 2022, a change of control event specified in the compensation agreement had not occurred. Compensation cost associated with this arrangement has not been recognized because the occurrence of a change of control event is not probable.

13. SUBSEQUENT EVENTS

The Company evaluated all events and transactions after December 25, 2022, through April 7, 2023, the date on which the consolidated financial statements were available to be issued.

* * * * * *

EXHIBIT C

FRANCHISE AGREEMENT

BLAZE PIZZA, LLC

FRANCHISE AGREEMENT

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BLAZE PIZZA
FRANCHISE AGREEMENT

THIS **FRANCHISE AGREEMENT** ("**Agreement**") is made on the effective date identified in Attachment A to this Agreement, (the "**Effective Date**") by and between Blaze Pizza, LLC a California limited liability company (the "**Franchisor**") and the franchisee identified in Attachment A to this Agreement ("**Franchisee**"). If more than one person or entity is listed as Franchisee, each such person or entity shall be jointly and severally liable for all rights, duties, restrictions and obligations under this Agreement.

A. Franchisor has the right to sublicense the "Blaze Pizza" and "Fast Fire'd" names and service marks, and such other trademarks, service marks, logo types and commercial symbols as Franchisor may from time to time authorize or direct Franchisee to use in connection with the operation of the Franchised Restaurant (the "**Marks**").

B. Franchisor and/or an Affiliate of Franchisor have developed and continue to develop, and Franchisor owns or has the right to sublicense, a system for the operation of fast-casual Restaurants specializing in the sale of build-your-own, artisan style pizzas and other authorized foods and beverages, pursuant to the Franchisor's System, which includes, among other things, distinctive recipes, preparation techniques, product specifications, signs, trade secrets and other confidential information, architectural designs, trade dress, layout plans, uniforms, equipment specifications, inventory and marketing techniques.

C. Franchisee desires to obtain the license and franchise to operate a single Restaurant, under the Marks and in strict accordance with the System, and the standards and specifications established by Franchisor; and Franchisor is willing to grant Franchisee such license and franchise under the terms and conditions of this Agreement.

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1
DEFINITIONS

1.1 Certain Fundamental Definitions. In addition to those terms defined in the body of this Agreement, many of the capitalized terms contained in this Agreement are defined in Appendix 1.

ARTICLE 2
GRANT

2.1 Grant.

2.1.1 Franchisor hereby awards Franchisee, and Franchisee hereby accepts, the right, license and obligation, during the Term, to use and display the Marks, and to use the System, to operate one Restaurant at, and only at, the Location upon the terms and subject to the provisions of this Agreement and all ancillary documents hereto.

2.1.2 Franchisee may offer, sell or provide delivery services or Catering services in the Territory and in such contiguous areas as Franchisor may from time to time expressly authorize in writing in Franchisor's sole discretion and be subject to such terms and conditions as Franchisor may establish from time to time. If such prior written consent is granted, in addition to such other conditions and restrictions as Franchisor may impose, Franchisee shall at all times provide such delivery and/or Catering services in strict accordance with Franchisor's standards, specifications and policies regarding the same, as may be amended from time to time. Such standards, specifications and policies may include, without limitation, restrictions regarding the types of products and services Franchisee may offer and the geographic area in which Franchisee may provide such delivery and/or Catering services. Franchisee must utilize the third-party delivery services (e.g. Uber Eats, Grubhub, DoorDash, EZCater, etc.) as required by Franchisor and may not contract with any third-party or other delivery service providers without Franchisor's prior written authorization.

2.2 Territorial Rights.

2.2.1 If "No Territorial Rights" is selected in Attachment A, the franchise and license and other rights granted in this Agreement are for the Location only at the specific numbered street address at which the Franchised Restaurant shall be physically located and Franchisee acknowledges the franchise and license granted to Franchisee under this Agreement is non-exclusive and it has no territorial protection under this Agreement. If a radius or other area is selected and described in Attachment A, then so long as Franchisee and its Affiliates remain in compliance with this Agreement or any other agreement they maintain with Franchisor or its Affiliates during the Term, neither Franchisor nor any Affiliate of Franchisor shall open or operate any Traditional Restaurant, nor license others to do so, within the geographic area described on Attachment A (the "**Territory**").

2.2.2 Except to the limited extent expressly provided in Section 2.2 of this Agreement, the license granted to the Franchisee under this Agreement is non-exclusive and Franchisor expressly reserves all other rights including, the exclusive, unrestricted right, in its discretion, directly and indirectly, itself and through its employees, Affiliates, representatives, franchisees, licensees, assigns, agents and others:

(a) to own or operate, and to license others (which may include its Affiliates) to own or operate: (i) "Blaze Pizza" Restaurants at any location outside the Territory, and regardless of proximity to Franchisee's Restaurant, even if doing so will or might impact Franchisee's Restaurant; (ii) Non-Traditional Restaurants at any location, and of any type whatsoever, within or outside the Territory, and regardless of proximity to the Restaurant developed pursuant hereto; (iii) "Blaze Pizza" Restaurants in any shopping center provided that Franchisor shall first have given, and Franchisee shall not have accepted, a right of first refusal for at least seven days to execute a franchise agreement, and ancillary documents (including, but not limited to, guarantees), to open a "Blaze Pizza" Restaurant, on Franchisor's then-current form and pay the then-current initial franchise fee; and (iv) restaurants or other businesses operating under names other than "Blaze Pizza", at any location, and of any type whatsoever, within or outside the Territory and regardless of their proximity to the Restaurant developed pursuant hereto;

(b) to produce, license, distribute and market "Blaze Pizza" brand products and products bearing other marks, including pre-packaged food items, dressings and other food and beverage products; books; clothing; souvenirs and novelty items; through any outlet (regardless of its proximity to the Restaurant opened pursuant hereto), including grocery stores, supermarkets and convenience stores and through any distribution channel, at wholesale or retail, including by means of the Internet or Internet web site, mail order catalogs, direct mail advertising, delivery, Catering and other distribution methods; and to advertise and promote the System through any means, including the Internet;

(c) 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 the same as or similar to those provided at Restaurants, or by another business, even if such business operates, franchises and/or licenses competitive businesses in the Territory;

(d) to acquire the assets or ownership interests of one or more businesses providing products and services the same as or similar to those provided at 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 (including in the Territory);

(e) to deliver and cater and/or to license to other Restaurants or third parties to deliver and cater at any location within or outside of the Territory without compensation to Franchisee, and to establish a delivery and Catering policy in the future which may restrict the delivery and Catering jurisdiction of Franchisor or of any franchisees;

(f) to establish and operate, and to grant to others the right to establish and operate, businesses offering dissimilar products and services, both inside and outside the Territory under the Marks and on any terms and conditions Franchisor deems appropriate; and

(g) to implement multi-area marketing programs which may allow Franchisor or others to solicit or sell to customers anywhere. Franchisor also reserves the right to issue mandatory policies to coordinate such multi-area marketing programs.

ARTICLE 3
TERM AND RIGHT TO ENTER INTO SUCCESSOR FRANCHISE AGREEMENT

3.1 Initial Term. The term of this Agreement ("**Term**") shall commence on the Effective Date and shall expire on the Expiration Date identified in Attachment A, unless sooner terminated or extended pursuant hereto.

3.2 Right to Enter into Successor Franchise Agreements.

3.2.1 Subject to the conditions contained in Section 3.4 of this Agreement and Franchisee's compliance with Section 3.3 of this Agreement, and provided that Franchisor is then currently offering franchises in the same state in which the Franchisee's Restaurant is located, at the expiration of the Term hereof, Franchisee shall have the right (the "**Successor Franchise Right**") to enter into a new franchise agreement in the form then generally being offered to prospective franchisees of the System (the "**First Successor Franchise Agreement**") for a ten year period (the "**First Successor Term**"), which Successor Franchise Agreement shall likewise grant Franchisee the right to enter into one additional franchise agreement at the end of the First Successor Term, in the form then generally being offered to prospective franchisees of the System (the "**Second Successor Franchise Agreement**") for a ten year period (the "**Second Successor Term**"). Franchisee acknowledges that the terms, including Continuing Royalty and Creative Fee payable, during the First Successor Term and Second Successor Term shall be as then generally applicable to new franchisees granted at the time and may differ from those contained in this Agreement.

3.2.2 The term of the First Successor Franchise Agreement and the Second Successor Franchise Agreement, as applicable, shall commence upon the date of expiration of the Term hereof or the First Successor Franchise Agreement, as applicable; provided, however, that notwithstanding the terms of Franchisor's then-current form of Franchise Agreement:

(a) The First Successor Franchise Agreement and the Second Successor Franchise Agreement shall provide that Franchisee must pay, in lieu of an initial franchise fee, a renewal fee in the amount equal to fifty percent (50%) of Franchisor's then-current initial franchise fee (or $15,000 if Franchisor is not then offering franchises for sale); and

(b) unless otherwise mutually agreed in writing, the First Successor Franchise Agreement and the Second Successor Franchise Agreement shall be modified to conform to the Successor Franchise Rights granted in franchisee's original franchise agreement for the Franchised Restaurant.

3.3 Form and Manner of Exercising Successor Franchise Right. The Successor Franchise Right shall be exercised, if at all, strictly in the following manner:

3.3.1 Between six months and 12 months before the expiration of the Term, Franchisee shall notify Franchisor in writing ("**Notice of Election**") that it intends to exercise its Successor Franchise Right and no sooner than immediately after the expiration of any waiting period(s) by Applicable Law and no more than 30 days after Franchisee receives Franchisor's Franchise Disclosure Document, if applicable, and the execution copy of the applicable Successor Franchise Agreement, Franchisee shall execute and forward a copy of Successor Franchise Agreement with the renewal fee described in Section 3.2.2(a).

3.3.2 If Franchisee shall have exercised its Successor Franchise Right in accordance with Section 3.3 of this Agreement and satisfied all of the conditions contained in Section 3.4 of this Agreement, Franchisor shall execute the Successor Franchise Agreement, executed by Franchisee and at or prior to the expiration of the Term, deliver one fully executed copy thereof to Franchisee.

3.3.3 If Franchisee fails to perform any of the acts, or deliver any of the notices required pursuant to the provisions of Sections 3.3 or 3.4 of the Agreement, in a timely fashion, such failure shall be deemed an election by Franchisee not to exercise its Successor Franchise Right and shall automatically cause Franchisee's said Successor Franchise Right to lapse and expire.

3.4 Conditions Precedent to Entering into a Successor Franchise Agreement. Franchisee's Successor Franchise Right is conditioned upon Franchisee's fulfillment of each and all of the following conditions precedent:

3.4.1 At the time Franchisee delivers its Notice of Election to Franchisor and at all times thereafter until the commencement of the applicable Successor Term, Franchisee shall have fully performed, in all material respects, all of its obligations under the Agreement, the Blaze Standards Guidelines and all other agreements then in effect between Franchisee and Franchisor (or its Affiliates).

3.4.2 At Franchisor's request, Franchisee shall, prior to the date of commencement of the applicable Successor Term, undertake and complete at its expense, the remodeling, renovation, modernization, or refurbishing of the Premises, Location and the Franchised Restaurant, which may include installation of new or replacement equipment, to comply with Franchisor's then-current specifications and standards for new Restaurants.

3.4.3 Without limiting the generality of Section 3.4 of this Agreement, Franchisee shall not have committed and cured three or more material defaults of Articles 4, 7, 9, 10, 11 or 12 of the Agreement during any 12 month period during the Term of the Agreement for which Franchisor shall have delivered notices of default, whether or not such defaults were cured.

3.4.4 Franchisee, and at Franchisee's direction, Franchisee's employees, as applicable, shall comply with Franchisor's then-current qualification, training and certification requirements at Franchisee's expense.

3.4.5 Concurrently with the execution of the applicable Successor Franchise Agreement, Franchisee shall, and shall cause each of its Affiliates to, execute and deliver to Franchisor a general release, on a form prescribed by Franchisor of any and all known and unknown claims against Franchisor and its Affiliates and their officers, directors, agents, shareholders and employees. The release may cover future consequences of acts, omissions events and circumstances predating the date of the release, but will not release, in advance, future acts, omissions or events which have not occurred at the time the release is executed.

3.4.6 Franchisee must maintain possession of the Premises during the Successor Franchise Agreement, or at Franchisee's option, secure a substitute Premises that Franchisor approves and Franchisee develops according to the System.

3.5 Notice Required by Law. If Applicable Law requires that Franchisor give notice to Franchisee prior to the expiration of the Term, this Agreement shall remain in effect on a week-to-week basis until Franchisor has given the notice required by such Applicable Law. If Franchisor is not offering new franchises, is in the process of revising, amending or renewing its form of franchise agreement or disclosure document, or is not lawfully able to offer Franchisee its then-current form of franchise agreement, at the time Franchisee delivers its Notice of Election, Franchisor may, in its discretion: (i) offer to renew this Agreement upon the same terms set forth herein for a Successor Term determined in accordance with Section 3.1 of this Agreement hereof; or (ii) offer to extend the Term hereof on a week-to-week basis following the expiration of the Term hereof for as long as it deems necessary or appropriate so that it may lawfully offer its then-current form of franchise agreement.

3.6 Interim Period. If Franchisee does not sign a Successor Franchise Agreement prior to the expiration of this Agreement and continues to accept the benefits of this Agreement after the expiration of this Agreement, then at Franchisor's option, this Agreement may be treated either as: (i) expired as of the date of expiration with Franchisee then operating without a license to do so and in violation of Franchisor' rights; or (ii) continued on a month-to-month basis ("**Interim Period**") until one party provides the other with written notice of such party's intent to terminate the Interim Period, in which case the Interim Period will terminate 30 days after receipt of the notice to terminate the Interim Period. In the latter case, all of Franchisee's obligations shall remain in full force and effect during the Interim Period as if this Agreement had not expired, and all obligations and restrictions imposed on Franchisee upon expiration of this Agreement shall be deemed to take effect upon termination of the Interim Period.

ARTICLE 4
PAYMENTS

4.1 Initial Franchise Fee. Franchisee shall pay to Franchisor the Initial Franchise Fee set forth in Attachment A. The Initial Franchise Fee is non-refundable, in whole or in part, under any circumstances.

4.2 Continuing Royalty. Franchisee shall pay to Franchisor each Week during the Term, as provided in Section 4.4, a continuing royalty (the "**Continuing Royalty**") equal to five percent (5%) of Franchisee's Gross Sales during the preceding Week. The Continuing Royalty is an ongoing payment that allows Franchisee to use the Marks and the other intellectual property of the System and that pays for Franchisor's ongoing support and assistance.

4.3 Creative Fee. Franchisee shall pay to Franchisor each Week during the Term, as provided in Section 4.4, a creative fee equal to two percent (2%) of Franchisee's Gross Sales during the preceding Week ("**Creative Fee**") to Franchisor's system-wide creative fund (the "**Creative Fund**"). We reserve the right to increase or otherwise modify the Creative Fee to up to four percent (4%) upon 60 days' written notice to you. Each franchisee will be required to contribute to the Creative Fund, but certain franchisees may contribute on a different basis depending on when they signed their franchise agreement or where their Restaurant is located (such as Non-Traditional Venues).

4.4 Manner of Payment. Franchisee shall calculate the Continuing Royalty and Creative Fee due to Franchisor as prescribed above and cause Franchisor to receive payment of all Continuing Royalties, Creative Fees, and all other amounts then owed to Franchisor, together with a statement of Franchisee's Gross Sales for the applicable Week (certified as complete and accurate by a duly authorized representative of Franchisee), by no later than the Wednesday following such Week. The statement may be provided by software approved by Franchisor. If the software is not functioning, or this feature is not available, Franchisee shall prepare and submit the required reports manually.

4.5 EFT and Pre-Authorized Payments.

4.5.1 Franchisee, at Franchisee's sole cost and expense, shall instruct its bank to pay the amount of its Initial Franchise Fee, Continuing Royalty, Creative Fee and other fees directly to Franchisor from Franchisee's account, by electronic funds transfer or such other automatic payment mechanism which Franchisor may designate ("**EFT**") and upon the terms and conditions set forth in the Blaze Standards Guidelines, and promptly upon Franchisor's request, Franchisee shall execute or re-execute and deliver to Franchisor such pre-authorized check forms and other instruments or drafts required by Franchisor's bank, payable against Franchisee's bank account, to enable Franchisor to draw Franchisee's Continuing Royalty, Creative Fees and other sums payable under the terms of this Agreement. Franchisor's current form of EFT authorization is attached to the Franchise Disclosure Document in Exhibit I. Franchisee shall also, in addition to those terms and conditions set forth in the Blaze Standards Guidelines, maintain a single bank account for such payments and shall maintain such minimum balance in such account as Franchisor may reasonably specify from time to time. Franchisee shall not alter or close such account except upon Franchisor's prior written approval. Any failure by Franchisee to implement such EFT system in strict accordance with Franchisor's instructions shall, without limiting the materiality of any other default of this Agreement, constitute a material default of this Agreement.

4.5.2 If Franchisee is delinquent more than three times in any continuous 12 month period during the Term in the payment of its Continuing Royalty, Creative Fees or other fees, or of other sums due to Franchisor or to its Affiliates including on account of the purchase of goods or services, or fails to report its sales on a timely basis, Franchisor may require Franchisee to implement a system prescribed by Franchisor which shall permit Franchisor unilaterally to estimate and draw down the amounts owed by Franchisee, which system may include EFT systems, automatic debits, use of Franchisee pre-authorized checks, other instruments or authority or any other arrangement Franchisor may prescribe. Franchisor may base its estimates of Creative Fees, Continuing Royalties and similar payments which are calculated based on Gross Sales, on Franchisee's historically reported Gross Sales. Franchisee shall, without limiting the materiality of any other default of this Agreement, promptly implement such system in strict accordance with Franchisor's instructions and failure to do so shall constitute a material default of this Agreement.

4.6 Other Payments. In addition to all other payments provided herein, Franchisee shall pay to Franchisor, its Affiliates and designees, as applicable, promptly when due:

4.6.1 All amounts advanced by Franchisor or which Franchisor has paid, or for which Franchisor has become obligated to pay on behalf of Franchisee for any reason whatsoever.

4.6.2 The amount of all sales taxes, use taxes, personal property taxes and similar taxes, which shall be imposed upon Franchisee and required to be collected or paid by Franchisor: (a) on account of Franchisee's Gross Sales; or (b) on account of Continuing Royalties, Creative Fees or Initial Franchise Fees collected by Franchisor from Franchisee (but excluding ordinary income taxes). Franchisor, in its discretion, may collect the taxes in the same manner as Continuing Royalties are collected herein and promptly pay the tax collections to the appropriate Governmental Authority; provided, however, that unless Franchisor so elects, it shall be Franchisee's responsibility to pay all sales, use or other taxes now or hereinafter imposed by any Governmental Authorities on Continuing Royalties, Initial Franchise Fees, or Creative Fees.

4.6.3 All amounts due for any reason, including on account of purchases of goods, supplies or services relating to the Franchised Restaurant.

4.7 Application of Funds. If Franchisee shall be delinquent in the payment of any obligation to Franchisor hereunder, or under any other agreement with Franchisor, Franchisor shall have the absolute right to apply any payments received from Franchisee to any obligation owed, whether under this Agreement or otherwise, including to Franchisee's vendors, Suppliers and landlord, notwithstanding any contrary designation by Franchisee as to application.

4.8 Interest and Charges for Late Payments. If Franchisee shall fail to pay to Franchisor the entire amount of the Continuing Royalty, Creative Fee and all other sums owed to Franchisor or its Affiliates promptly when due, Franchisee shall pay, in addition to all other amounts which are due but unpaid, a $100 late fee per occurrence, plus interest on the unpaid amounts, from the due date thereof, at the daily equivalent of twelve percent (12%) per year simple interest or the highest rate allowable under applicable law, whichever is less. If any check, draft, electronic transfer, or otherwise is unpaid because of insufficient funds or otherwise, then Franchisee shall also pay Franchisor a fee of $50 per occurrence.

4.9 Payment Methods and Frequencies. Franchisor has the right to periodically specify (in the Blaze Standards Guidelines or otherwise in writing) different payees, payment frequencies and/or payment methods, such as, but not limited to, weekly/biweekly/monthly payment, payment by auto-draft, credit card and payment by check upon 30 days' written notice to Franchisee.

ARTICLE 5
CONSTRUCTION AND COMMENCEMENT OF BUSINESS

5.1 Location. Franchisee's Restaurant shall be located at the Location.

5.1.1 The Location shall be identified in Attachment A. If no Location has been inserted in Attachment A, Franchisee shall promptly following the execution hereof, but in any event within 90 days after the Effective Date, locate one or more proposed sites which meet Franchisor's then-current standards and specifications. Franchisee shall submit to Franchisor such demographic and other information regarding the proposed site(s) and neighboring areas as Franchisor shall require, in the form prescribed by Franchisor ("**Site Review Request**"). Franchisor may seek such additional information as it deems necessary within 14 days of submission of Franchisee's Site Review Request, and Franchisee shall respond promptly to such request for additional information. Franchisor is not required to visit a proposed site prior to approving or rejecting it. If Franchisor does not deliver written notice of acceptance of the proposed site within 14 days of receipt of Franchisee's fully and accurately completed Site Review Request, or within 14 days after receipt of such additional requested information, whichever is later, the site shall be deemed rejected. If the Franchisor accepts the proposed site, it shall notify Franchisee of its acceptance of the site. Unless waived by Franchisor in whole or in part, upon submitting a fourth or subsequent Site Review Request to Franchisor for review, Franchisee shall reimburse Franchisor for all costs and expenses of Franchisor incurred in reviewing the Site Review Requests, including payment to consultants and agents retained by Franchisor to assist in conducting such review and including a reasonable allocation of overhead and administrative expenses.

5.1.2 Franchisee shall begin operating the Franchised Restaurant within 12 months after the Effective Date, and Franchisee acknowledges that its failure to timely open the Franchised Restaurant shall be grounds for termination as set forth in Section 14.3 below.

5.1.3 Franchisee may not conduct any activities associated with Franchisor or the Marks at any location except for operating the Franchised Restaurant in accordance with this Agreement, or other agreement with Franchisor.

5.1.4 Franchisee may not relocate the Franchised Restaurant without Franchisor's prior written consent, for which among other conditions, Franchisor may impose a relocation fee equal to fifty percent (50%) of the then-current initial franchise fee, which amount is due prior to any relocation. If Franchisor shall consent to any relocation, Franchisee shall de-identify the former location in the manner described in Section 15 of this Agreement with respect to Franchisee's obligations upon termination and expiration, and shall reimburse and indemnify and hold Franchisor harmless from any direct and indirect losses, costs and expenses, including attorney's fees, arising out of Franchisee's failure to do so.

5.2 Franchisor Site Selection Assistance. Franchisor is not required to visit any potential location. However, Franchisor may voluntarily (without obligation) assist Franchisee in obtaining or evaluating an acceptable location. Neither Franchisor's said assistance, if any, its acceptance of Franchisee's proposed site, nor its acceptance of the proposed Lease or purchase agreement shall be construed to insure or guarantee the profitable or successful operation of the Franchised Restaurant by Franchisee, and Franchisor hereby expressly disclaims any responsibility therefore. Franchisor's acceptance of a location is solely an indication that the Location meets Franchisor's minimum standards and specifications at the time of acceptance and such acceptance shall not be construed as any express or implied representation or warranty that the Location will be profitable or successful. Franchisee acknowledges its sole responsibility for finding the Location. Franchisee acknowledges its sole responsibility for finding the site for the Restaurant it develops pursuant to this Agreement.

5.3 Lease or Purchase of Location.

5.3.1 Promptly following mutual execution of this Agreement or, if no Location has been inserted in Attachment A, Franchisor's acceptance of a proposed site, Franchisee shall proceed to negotiate a Lease or purchase agreement for the site and shall submit to Franchisor a copy of the proposed Lease or purchase agreement, as applicable. Franchisee shall not enter into any Lease or purchase agreement for the Location unless and until Franchisor has accepted the proposed site and such site shall be deemed to be the "**Location**." If the Location is leased or subleased: (i) the Lease shall name Franchisee as the sole lessee hereunder and may not be assigned or sublet without Franchisor's prior written consent; (ii) Franchisor shall have the right to review and accept or reject the Lease, a true and correct copy of which shall be delivered to Franchisor at least 15 days prior to the execution thereof; (iii) Franchisee shall neither create nor purport to create any obligations on behalf of Franchisor, nor grant or purport to grant to the lessor thereunder any rights against Franchisor, nor agree to any other term, condition, or covenant which is inconsistent with any provision of this Agreement; (iv) the Lease shall be for a term (including options) which is not less than the Term of this Agreement (plus each Successor Term), unless Franchisor shall approve, in writing, a shorter term of the Lease; (v) the Lease shall not contain a non-competition covenant which purports to restrict the Franchisor, or any franchisee or licensee of the Franchisor (or its Affiliates), from operating a Restaurant or any other retail establishment, unless such covenant is approved by the Franchisor in writing prior to the execution of the Lease; (vi) Franchisee shall duly and timely perform all of the terms, conditions, covenants and obligations imposed upon Franchisee under the Lease; and (vii) a fully executed copy of said Lease, in the form and on the terms previously accepted by Franchisor, shall be delivered to Franchisor promptly following the execution thereof and upon Franchisor's request. Franchisor may condition its acceptance of the Lease, on: (a) the Lease granting Franchisor (or its designee) the right at its option to assume the Lease and succeed to Franchisee's rights under the Lease (or enter into a substitute Lease) on the same terms, upon Franchisee's default thereunder, or hereunder, and upon Franchisee's non-exercise of any renewal or extension rights or options in the Lease; (b) Landlord agreeing not change the traffic flow around the Premises; not to permit the erection of signs or structures which obstruct the view of the Premises or its signage; not to permit any assignment, subleased, modification or amendment without Franchisor's prior written consent; (c) Landlord agreeing to maintain common areas on a consistent basis; to prohibit other Restaurants specializing in pizza for on-site consumption or for delivery in the same center containing the Premises (or nearby centers owned by the same Landlord); to require the Premises shall be constructed and improved pursuant to this Agreement; and to disclose to Franchisor, upon Franchisor's request, all sales and other information furnished to the Landlord by Franchisee; and (d) Landlord agreeing that upon expiration or termination of the Lease for any reason, Franchisee must remove all of the Marks from the Location and Premises and modify the decor of the Location so that it no longer resembles, in whole or in part, a Restaurant. Franchisor's review and acceptance of the Lease is solely for Franchisor's benefit and is solely an indication that the Lease meets Franchisor's minimum standards and specifications at the time of acceptance for the Lease (which may be different than the requirements of this Agreement) such review and acceptance shall not be construed as any express or implied representation or warranty that the Lease complies with Applicable Law or represents a lease transaction that is fair or in Franchisee's best interest.

5.3.2 If Franchisor or its designee elects to succeed to Franchisee's rights under the Lease, as aforesaid, Franchisee shall assign to Franchisor or such designee all of its right, title and interest in and to the Lease, whereupon the lessor thereunder shall attorn to Franchisor or such designee as the tenant thereunder. Franchisee shall execute and deliver to Franchisor or such designee such assignment and take such further action as Franchisor or such designee, as applicable, in its sole and absolute discretion, may deem necessary or advisable to effect such assignment, within ten days after written demand by Franchisor or such designee to do so, and upon Franchisee's failure to do so, Franchisor or such designee shall be, and hereby is, appointed Franchisee's attorney-in-fact to do so. This power of attorney granted by Franchisee to Franchisor and such designee is a special power of attorney coupled with an interest and is irrevocable and shall survive the death or disability of Franchisee. Any sum expended by Franchisor or such designee to cure Franchisee's breach of the Lease shall be deemed additional sums due Franchisor hereunder and Franchisee shall pay such amount to Franchisor upon demand. The covenants of Franchisee contained in this Section 5.2 shall survive the termination of this Agreement. Franchisor's acceptance of the Lease shall not constitute Franchisor's assurance that the terms of the Lease are favorable to Franchisee, or that the location will be successful.

5.3.3 Franchisee hereby authorizes Franchisor to communicate with the lessor under the Lease (and hereby authorizes such lessor to communicate with Franchisor) for any purpose, including de-identification of the Location following the termination or expiration of this Agreement, Franchisee's sales, Franchisee's defaults under this Agreement or the Lease and negotiating a lease for the Location commencing following the termination or expiration of the Franchisee's Lease. Franchisee shall at all times fully perform each and all of its obligations under the Lease.

5.4 Construction.

5.4.1 Following the Effective Date and before the renovation or construction of the Franchised Restaurant or the Location, Franchisor shall provide Franchisee with copies of Franchisor's specifications for the design and layout of the Franchised Restaurant and required fixtures, equipment, furnishings, decor, trade dress, and signs. Franchisee shall at its sole cost and expense promptly cause the Premises and Franchised Restaurant to be constructed, equipped and improved in accordance with such standards and specifications, unless Franchisor shall, in writing, agree to modifications thereof. Franchisee must designate a project coordinator whom Franchisor has approved prior to beginning development of the Franchised Restaurant, the cost of whom shall be borne by Franchisee. Except as otherwise provided in Section 5.4.2, Franchisee shall hire licensed architects, engineers and general contractors of its own selection, and at its sole cost and expense, to prepare such architectural, engineering and construction drawings and site plans, and to obtain all Permits required to construct, remodel, renovate, and/or equip the Franchised Restaurant and Premises. All such plans, and modifications and revisions thereto, shall be submitted to Franchisor for its prior review and acceptance before Franchisee's commencement of construction (within 120 days after Effective Date, unless Franchisor otherwise agrees in writing). If Franchisor shall not deliver written notice to Franchisee that Franchisor accepts such design criteria, the design criteria shall be deemed rejected.

5.4.2 Franchisee must retain one of Franchisor's designated architects to create Franchisee's preliminary floorplan, at Franchisee's sole expense or one of Franchisor's design managers will create a preliminary floorplan for Franchisee at no cost to Franchisee. Franchisee may choose to retain one of Franchisor's designated architects or another architect Franchisor approves, to prepare Franchisee's construction documents. Upon completion of Franchisee's construction documents, if Franchisee has chosen not to use Franchisor's designated architects, Franchisor will require Franchisee to employ Franchisor's designated architect to review and approve the construction documents, at Franchisee's expense. Franchisor's designer will also review the construction documents and provide input on the placement of trade dress elements, general restaurant layout and other input as deemed appropriate at no charge to Franchisee. Franchisee's construction documents will be deemed rejected until Franchisor has notified Franchisee in writing that they have been approved.

5.4.3 Franchisor has the right, but not the obligation, to perform inspections of the Franchised Restaurant and Premises during construction and after construction to ensure that the Franchised Restaurant is built in accordance with the drawings and specifications accepted by Franchisor, and all fixtures, signs, furnishings and equipment are in compliance with Franchisor's standards and specifications. Franchisee may not open the Franchised Restaurant for business until Franchisee has received written authorization to open from Franchisor, which authorization may be conditional and subject to Franchisor's satisfactory inspection of the Franchised Restaurant.

5.4.4 Franchisee may from time to time request additional information regarding the design and construction of the Franchised Restaurant, which, if in the possession of Franchisor, shall be provided at no expense to Franchisee. Upon request, Franchisor shall provide additional site visits, project management, design work and equipment purchasing services to Franchisee at Franchisee's sole cost.

5.4.5 Franchisee shall complete construction or renovation, as the case may be, of the Premises, the Franchised Restaurant and all improvements therein, including installation of all fixtures, signs, equipment and furnishings as soon as possible, but in any event within six months after commencement of construction, unless Franchisor consents in writing to a longer period of time. The operation of the Franchised Restaurant by Franchisee shall commence not later than 12 months following the Effective Date.

5.4.6 The time periods for the commencement and completion of construction and the installation of fixtures, signs, machinery and equipment as referred to in this Section 5.4 are of the essence of this Agreement. If Franchisee fails to perform its obligations contained in this Section, the Franchisor may, without limiting the materiality of any other default of this Agreement, deem the Franchisee's failure to so perform its obligations to constitute a material default of this Agreement.

5.4.7 Franchisor's acceptance of Franchisee's plans and specifications for the Location, Franchisor's guidance with the development of the Location, and Franchisor's authorization to open the Franchised Restaurant are to assure that Franchisee complies with Franchisor's standards and specifications, and shall not be construed as any express or implied representation or warranty that the Location complies with any Applicable Laws, codes or regulations or that the construction is sound or free from defects. Franchisor's criteria for acceptance or rejection do not encompass technical, architectural or engineering considerations. Franchisor will have no liability with respect to construction of the Location, nor shall Franchisor be responsible in any way for delays or losses occurring during the design, construction or other preparation of the Franchised Restaurant, whether caused by the condition of the Location, the design, engineering, construction, equipping, decorating, or stocking of the Franchised Restaurant, or any other reason. Franchisee expressly acknowledges and agrees that Franchisor does not, directly or indirectly, warrant or ensure that the design, decor, appearance, fixtures, layout, and/or other improvements of the Franchised Restaurant will guaranty Franchisee's success.

5.4.8 During construction, Franchisee shall provide Franchisor with such periodic reports regarding the progress of the construction as may be requested by Franchisor.

(a) In addition, Franchisor shall make such on-site inspections as it may deem reasonably necessary to evaluate such progress. If Franchisee requests an on-site inspection, or if Franchisor deems it necessary that more than one on-site inspection be made, Franchisor may require Franchisee to pay all Travel Expenses and Wages incurred by Franchisor in connection with such additional visits. If during such inspections Franchisor identifies instances where Franchisee's construction or remodeling is inconsistent with, or does not meet, Franchisor's standards, Franchisor shall notify Franchisee in writing of such deficiencies, and Franchisee shall promptly correct such deficiencies.

(b) Franchisee shall notify Franchisor 30 days in advance of the scheduled date on which all construction or remodeling shall have been completed in accordance with Franchisor's specifications and all Permits necessary to open to the public shall have been obtained and Franchisee has fully prepared the Restaurant for turnover by the general contractor to Franchisee for pre-opening training in accordance with Franchisor's policies and specifications (the "**GC Turnover Date**"), and submit training support forms as prescribed by Franchisor at least 20 days in advance of the GC Turnover Date. Franchisor will provide Franchisee a detailed general contractor turnover checklist approximately 14 days before the scheduled GC Turnover Date and schedule a conference call with Franchisee approximately eight days before the scheduled GC Turnover Date to confirm that Franchisor may book travel arrangements. Approximately three days before the GC Turnover Date, Franchisor will schedule a final conference call to confirm the date on which Franchisor will be on-site to review Franchisee's progress. If the GC Turnover Date is delayed or accelerated by more than two days from the date specified during the final conference call, Franchisee must reimburse Franchisor for all resulting additional Travel Expenses and other costs and expenses resulting from changing the travel arrangements of Franchisor Opening Team scheduled to provide training, inspect and assist in opening the completed Restaurant ("**Rescheduling Expenses**").

(c) Within a reasonable time after the date of the actual completion of construction, Franchisor may, at its option, conduct an inspection of the completed Restaurant. If Franchisor shall conduct such inspection, Franchisor shall notify Franchisee in writing (the "**Punch List**") of those items of such construction which are inconsistent with, or do not meet, Franchisor's standards. Franchisee shall promptly correct the deficiencies listed on the Punch List.

5.5 Maintaining and Remodeling of Franchised Restaurant.

5.5.1 Franchisee shall maintain the condition and appearance of the Franchised Restaurant in a "like new" level of cosmetic appearance consistent with the image of Restaurants as attractive, clean, and efficiently operated, offering high quality food products and beverages, efficient and courteous service, and pleasant ambiance. If at any time in the Franchisor's reasonable judgment, the state of repair, appearance or cleanliness of the Franchisee's Premises (including the Franchised Restaurant and the non-Restaurant portion of Franchisee's Premises, and parking areas) or its fixtures, equipment, furnishings, signs or utensils fail to meet the Franchisor's standards therefor, Franchisee shall immediately upon receipt of notice from Franchisor specifying the action to be taken by Franchisee (within the time period specified by Franchisor), correct such deficiency, repair and refurbish the Franchised Restaurant and Premises, as applicable, and make such modifications and additions to its layout, decor and general theme, as may be required, including replacement of worn out or obsolete fixtures, equipment, furniture, signs and utensils, and repair and repainting of the interior and exterior of the Franchised Restaurant, the Premises and appurtenant parking areas (if any). Such maintenance shall not be deemed to constitute remodeling, as set forth below.

5.5.2 In addition to Franchisee's obligations under Section 5.5.1, during the Term, but not more frequently than once every five years during the Term and as a condition to Franchisee's exercising its Successor Franchise Right, Franchisor may require Franchisee, at Franchisee's sole cost and expense, to refurbish, remodel and improve the Franchised Restaurant to conform the Franchisee's building design, trade dress, color schemes, and presentation of Marks to Franchisor's then-current specified public image (or image implemented or in development at a Restaurant owned or operated by Franchisor or any of its Affiliates). Such a remodeling may include extensive structural changes to the Franchised Restaurant and replacement or modification of furnishings, fixtures and equipment as well as such other changes as the Franchisor may direct, and Franchisee shall undertake such a program promptly upon notice from the Franchisor, and shall complete any such remodeling as expeditiously as possible, but in any event within 90 days of commencing same (and no later than the commencement of the applicable Successor Term), unless Franchisor expressly agrees to a longer period of time.

5.5.3 If the Franchised Restaurant is damaged or destroyed by fire or any other casualty, Franchisee, within 90 days thereof, shall initiate such repairs or reconstruction, and thereafter in good faith and with due diligence continue (until completion) such repairs or reconstruction, in order to restore the premises of the Franchised Restaurant to its original condition prior to such casualty; any such repair and reconstruction shall be completed as soon as reasonably practicable but in any event within six months following the event causing the damage or destruction. If, in the Franchisor's reasonable judgment, the damage or destruction is of such a nature or to such extent that it is feasible for Franchisee to repair or reconstruct the Location and the Franchised Restaurant in conformance with Franchisor's then standard System decor specifications for new Restaurants, the Franchisor may require that Franchisee repair or reconstruct the Premises and Restaurant operated pursuant hereto in conformance with the then standard System decor specifications.

ARTICLE 6
TRAINING

6.1 Initial Training Program.

6.1.1 Before opening the Franchised Restaurant to the public, Franchisor will provide its training program known as the Blaze Standards Training Program ("**BSTP**") for up to three (3) management persons (known as "**Blaze Certified Managers**") and Franchisor's Operating Principal, Director of Operations and/or Multi-Unit Supervisor (collectively the "**Required Trainees**") for the first two (2) Restaurants Franchisee opens or until Franchisee has a national certified training restaurant ("**NCTR**") and certified training manager ("**CTM**"), whichever comes first. Franchisee (or Franchisee's Operating Principal, as applicable) must complete the BSTP to Franchisor's satisfaction. The BSTP is provided by Franchisor at no additional charge for the first two (2) Restaurants Franchisee opens, provided all Required Trainees must attend BSTP at the same time. The BSTP for Franchisee's Required Trainees consists of up to fifty (50) hours per week of training over a period of up to four (4) weeks. Franchisee must pay Franchisor's then-current fee (currently $500 to $1,500 per week) for training any additional person. If an Operating Principal, Director of Operations and/or Multi-Unit Supervisor is replaced at any time, Franchisee must pay Franchisor's then-current fee (currently $500 to $1,500 per week) for training each replaced Operating Principal, Director of Operations or Multi-Unit Supervisor. Franchisee will not receive any compensation or reimbursement for services or expenses for participation in the BSTP or any other training program. Franchisee is responsible for all of its expenses to attend BSTP and any other training program, including lodging, transportation, food, uniforms and training materials.

6.1.2 BSTP will be conducted by designated CTMs from a NCTR. If Franchisee owns more than five (5) Restaurants, one (1) of those Restaurants must be an NCTR. In order for the Franchised Restaurant to qualify as an NCTR, Franchisee must satisfy Franchisor's then-current conditions, including, but not limited to the following: (i) the Franchised Restaurant must be open for a minimum of six (6) months; (ii) Franchisee must have hired and trained all of its staff and management to meet Franchisor's standards; (iii) all of Franchisor's Blaze Pizza learning materials must be utilized at the Franchised Restaurant, including BSTP and the then-current Blaze training programs; and (iv) the Franchised Restaurant must achieve high operating scores in all areas of Franchisor's then-current restaurant assessment, including guest experience, brand standards and food safety. To qualify as a CTM, an individual must satisfy Franchisor's then-current conditions, including but not limited the following: (i) he or she must have six (6) months experience as a Blaze Restaurants Manager and have completed BSTP with a score of 90% or higher on BSTP's final exam; (ii) he or she must attend a CTM-specific workshop within six (6) months of becoming a Blaze Certified Manager; and (iii) he or she must have a ServeSafe manager certification or equivalent as well as a ServeSafe Proctor certification. Franchisor may modify or change the criteria to certify an NCTR or CTM at any time.

6.1.3 If Franchisee maintains (i) a NCTR, and (ii) a CTM, then Franchisee may train and certify managers utilizing Franchisor's then-current training program for managers (currently, BSTP). If Franchisee does not maintain (i) an NCTR, and (ii) a CTM after its second Restaurant opens, it must attend Franchisor's then-current training program for managers (currently, BSTP) and pay Franchisor's then-current additional training fee (currently $500 to $1,500 per week). Assuming that Franchisee trains these individuals, Franchisee must confirm to Franchisor in writing that the management training program was led and administered by a previously approved CTM. The content and administration of Franchisee's management training program must adhere to the standards of the BSTP. Franchisor or a third-party designee, may, from time to time, perform audits to ensure that Franchisee's management team is adhering to Franchisor's training standards.

6.1.4 Franchisor may vary the length and content of the BSTP at any time, which may be based on the experience and skill level of the individual attending the BSTP. Franchisor will use the Blaze Standards Guidelines as the primary instruction materials during the BSTP. Franchisor does not have a set schedule for the BSTP and Franchisor holds the BSTP as needed to train new franchisees. Training is conducted either by Franchisor's Blaze Corporate Training team, or designated NCTRs.

6.2 <u>On-Site Opening Assistance</u>. In addition to the BSTP, shortly before and ending shortly after the Franchised Restaurant opens to the public, Franchisor shall provide a team of corporate training staff to conduct on-site training at the Franchised Restaurant ("**On-Site Training**") for Franchisee's first two (2) Restaurants. Franchisor shall provide the On-Site Training at no additional charge for Franchisee's first two (2) Restaurants; provided, however, that if Franchisor determines in its reasonable discretion that more than forty (40) hours per week over a two (2) week period of on-site training is necessary to provide On-Site Training at Franchisee's first or second Restaurant, Franchisee must reimburse Franchisor for all Travel Expenses and Wages, and other expenses, incurred by Franchisor as a result of extending the On-Site Training. Franchisee will be required to either provide its staff with On-Site Training for its third and each subsequent Restaurant, or Franchisee may request that Franchisor provide On-Site Training for Franchisee's third or any subsequent Restaurant, which training Franchisor may decide to provide or not provide in its sole discretion and control, subject to Franchisee's payment of Franchisor's then-current On-Site Training fee.

6.3 <u>Other Assistance</u>.

6.3.1 Franchisee shall have the right, at no additional charge, to inquire of Franchisor's headquarters staff, its field representatives and training staff with respect to problems relating to the operation of the Franchised Restaurant, by telephone, electronic mail, facsimile, or other means of correspondence, and Franchisor shall use its best efforts to diligently respond to such inquiries, in order to assist Franchisee in the operation of the Franchised Restaurant. At no time shall reasonable assistance be interpreted to require Franchisor to pay any money to Franchisee or to defer Franchisees' obligation to pay any sums to Franchisor.

6.3.2 At Franchisee's request, Franchisor may, but shall not be obligated to: (a) cause its field representatives to visit the Franchised Restaurant to advise, consult with, or train Franchisee in connection with its performance and operation of the Franchised Restaurant and Franchisee's compliance with the Blaze Standards Guidelines; or (b) permit Franchisee or certain of its employees to provide assistance, consultation, or additional training at a Restaurant selected by Franchisor. If Franchisor provides such additional assistance, consultation or training to Franchisee: (i) such assistance, consultation or training will be subject to Franchisor's capacity, scheduling and discretion, but Franchisor shall not be obligated to provide that assistance, consultation or training; (ii) Franchisee shall pay all Travel Expenses and Wages, and other expenses, if any, incurred by Franchisee and/or Franchisee's employees in connection with such additional assistance, consultation, or training; (iii) Franchisor shall not pay any compensation to Franchisee or Franchisee's employees for providing services at Franchisor's or another Franchisee's Restaurant in connection with the assistance, consultation, or training; and (iv) Franchisee shall pay such training charges as may be then in effect, and shall reimburse Franchisor for all transportation costs, food, lodging and similar costs incurred by Franchisor and its personnel in connection with such training.

6.3.3 From time to time, Franchisor may require that Franchisee, and its managers and other employees attend system-wide refresher or additional training courses. If Franchisor conducts an inspection of the Franchised Restaurant and determines Franchisee is not operating in compliance with this Agreement, Franchisor may require that Franchisee and its managers or other personnel attend remedial training that addresses the operational deficiencies. Franchisee must pay Franchisor's then-current training fees and reimburse Franchisor for all Travel Expenses and Wages, and other expenses, incurred by Franchisor in connection with such additional training.

6.4 Annual Convention. Franchisee, or if Franchisee is an Entity, its Operating Principal or a major Owner acceptable to Franchisor, must attend Franchisor's annual convention, for which Franchisor may charge a reasonable registration fee, and Franchisee must bear all of its attendee's Travel Expenses and Wages and other expenses. Notwithstanding the foregoing, Franchisor may preclude Franchisee from attending Franchisor's annual convention, if Franchisee is then in default under this Agreement or has received two or more notices of Default in the prior twelve months at the time of Franchisor's annual convention; provided that the Franchisee may still be required to pay the reasonable registration fee.

ARTICLE 7
BLAZE STANDARDS GUIDELINES, STANDARDS OF OPERATOR QUALITY, CLEANLINESS AND SERVICE

7.1 Compliance with Applicable Law. Franchisee shall operate the Franchised Restaurants as a clean, orderly, legal and respectable place of business in accordance with Franchisor's business standards and merchandising policies and shall comply with all Applicable Laws. Franchisee shall not cause or allow any part of its Location or Premises to be used for any immoral or illegal purpose. Franchisee shall in all dealings with its customers, suppliers, and public officials adhere to high standards of honesty, integrity, fair dealing and ethical conduct and refrain from engaging in any action (or failing to take any action) which will cause Franchisor to be in violation of any Applicable Law. Franchisee shall refrain from engaging in action (or failing to take any action), which in the sole opinion of Franchisor, causes or could cause harm to the Marks, the System and/or the "Blaze Pizza" brand. If Franchisee shall receive any notice, report, fine, test results or the like from the applicable state or local department of health (or other similar Governmental Authority), Franchisee shall promptly send a copy of the same to Franchisor. Franchisee shall correct any such deficiency noted within 10 days or such fewer number of days as required by the applicable Governmental Authority.

7.2 Operating Principal and Management Employees.

7.2.1 The Operating Principal shall be principally responsible for communicating and coordinating with Franchisor regarding business, operational and other ongoing matters concerning this Agreement and the Franchised Restaurant. The Operating Principal shall have the full authority to act on behalf of Franchisee in regard to performing, administering or amending this Agreement. The Operating Principal shall be vested with the authority and responsibility for the day-to-day operations of the Franchised Restaurant and all other Restaurants owned or operated, directly or indirectly, by Franchisee or its Affiliates within a geographic area specified by Franchisor. The Operating Principal shall, during the entire period he or she serves as such, meet the following qualifications: (a) unless otherwise agreed in writing, shall devote one hundred percent (100%) of his/her time and best efforts to the operation of all Restaurants owned or operated, directly or indirectly, by Franchisee or its Affiliates in such geographic area; (b) meet Franchisor's educational, experience, financial and other reasonable criteria for such position, as set forth in the Blaze Standards Guidelines or otherwise in writing by Franchisor; (c) be an Owner with ten percent (10%) or more (directly or indirectly), in the aggregate, of the Equity or voting rights in Franchisee; and (d) be an individual acceptable to Franchisor. The Operating Principal must be approved by Franchisor in writing. The Operating Principal shall be responsible for all actions necessary to ensure that all Restaurants owned or operated, directly or indirectly, by Franchisee in such geographic area are operated in compliance with this Agreement and the Blaze Standards Guidelines. If during the Term the Operating Principal is not able to continue to serve in such capacity or no longer qualifies to act as such in accordance with this Section (including Franchisor's subsequent disapproval of such person), Franchisee shall promptly notify Franchisor of such occurrence. Thereafter, Franchisee shall promptly, but not later than 30 days after the prior Operating Principal ceases to serve Franchisee: (i) designate a replacement operating principal who meets Franchisor's then-current qualification requirements; (ii) provide Franchisor with such information about such new Operating Principal as Franchisor may request; (iii) cause such replacement Operating Principal to undergo, at Franchisee's cost, such training as Franchisor may require; and (iv) obtain Franchisor's written acceptance of such person as the Operating Principal. Franchisor may, but is not required to, deal exclusively with the Operating Principal in such regards unless and until Franchisor's actual receipt of written notice from Franchisee of the appointment of a successor Operating Principal who shall have been accepted by Franchisor. Franchisee's Operating Principal is identified in <u>Attachment A</u> of this Agreement.

7.2.2 Franchisee shall notify Franchisor in writing at least ten days prior to employing the Operating Principal setting forth in reasonable detail all information reasonably requested by Franchisor. Franchisor's acceptance of the Operating Principal shall not constitute Franchisor's endorsement of such individual or a guarantee by Franchisor that such individual will perform adequately for Franchisee or its Affiliates, nor shall Franchisor be estopped from subsequently disapproving or otherwise challenging such person's qualifications or performance.

7.2.3 Franchisee shall ensure that the operation of the Franchised Restaurant is always under the direct control of the Operating Principal or a Restaurant Manager. At all times that the Franchised Restaurant is open and at all times which pre-opening or post-closing activities are being undertaken at the Franchised Restaurant, the Franchised Restaurant shall be managed by a person that has successfully completed training (and if required, a person that is certified, by Franchisor in its discretion, for the performance of such responsibilities) and has successfully completed the ServSafe course and such other courses and training as may be specified by Franchisor and/or required by Applicable Law. Each such Restaurant Manager shall be solely dedicated to the operation of the Restaurant to which the person is assigned. Franchisee shall supervise, direct and be responsible for in all respects, the activities and performance of all Operating Principals, Restaurant Managers, and other employees of franchise and shall ensure compliance with the Blaze Standards Guidelines and otherwise. Franchisor will not have the power to hire or fire Franchisee's employees and/or independent contractors. Franchisee expressly agrees that Franchisor's authority under this Agreement to certify certain of Franchisee's employees for qualification to perform certain functions or operations for the Franchised Restaurant does not directly or indirectly vest in Franchisor the power to hire, fire, or control any such employee or independent contractor. Franchisee alone is responsible for all employment decisions and functions of its Franchised Restaurant, including, without limitation, those related to hiring, firing, training, establishing remuneration, compliance with wage and hour requirements, personnel policies, benefits, recordkeeping, supervision, and discipline of employees, regardless of whether Franchisee has received advice from Franchisor on these subjects or not. All employees or independent contractors hired by or working for Franchisee will be Franchisee's employees or independent contractors alone and will not, for any purpose, be deemed Franchisor's employees or subject to Franchisor's control, including with respect to any mandated or other insurance coverage, tax or contributions, or requirements pertaining to withholdings, levied or fixed by any city, state or federal governmental agency. Franchisee shall state in all job postings and applications that individuals will be hired by the Franchisee, not Franchisor. Franchisee agrees to hold itself out to the public as an independent contractor operating the Franchised Restaurant pursuant to a license from the Franchisor. Franchisee further agrees that it alone will ensure that its Franchised Restaurants complies with all applicable federal, state, and local laws and regulations, including labor and employment laws. Franchisor will have no liability for any action or settlement related to hiring, firing, training, establishing remuneration, compliance with wage and hour requirements, personnel policies, benefits, recordkeeping, supervision, and discipline of employees and Franchisee agrees to indemnify Franchisor for any such liabilities it incurs. Franchisee agrees that any direction Franchisee receives from Franchisor regarding employment policies should be considered as examples, that Franchisee alone is responsible for establishing and implementing Franchisee's own policies, and that Franchisee understands that Franchisee should do so in consultation with local legal counsel well-versed in employment law.

7.2.4 Notwithstanding anything in Section 7.2.3, to the contrary, Franchisee (or Franchisee's Operating Principal) must be adequately trained and Franchisee must have three certified Restaurant Managers in the Restaurant if this is the first Restaurant operated by Franchisee or its Affiliates in the trade area in which it is located for at least the first 30 days of operation, and Franchisee must have a minimum of two certified Restaurant Managers if this is the second or subsequent Restaurant in the same trade area for at least the first 30 days of operation, and then Franchisee must have no less than one certified Restaurant Manager in the Restaurant from then on, as well as an adequate staff of employees who have in Franchisor's judgment, been fully and adequately trained.

7.2.5 Commencing on the date which Franchisee, directly or indirectly through one or more Affiliate(s), opens its 2nd Restaurant, and at all times throughout the Term and the term of the franchise agreement for each additional Restaurant, Franchisee or one of its Affiliates shall employ and retain, an individual (the "**Director of Operations**") who shall be vested with the authority and responsibility for the day-to-day operations of all Restaurants owned or operated, directly or indirectly, by Franchisee and its Affiliates. The Director of Operations shall, during the entire period he/she serves as such, unless otherwise agreed in writing by Franchisor devote one hundred percent (100%) of his/her time and best efforts solely to operation of all Restaurants owned or operated, directly or indirectly, by Franchisee and its Affiliates and to no other business activities. The Director of Operations may, with the prior written consent of Franchisor, be the same individual as the Operating Principal. The Director of Operations shall be responsible for all actions necessary to ensure that the Restaurant is owned or operated, directly or indirectly, by Franchisee in compliance with this Agreement and the Blaze Standards Guidelines. If, during the Term, the Director of Operations is not able to continue to serve in such capacity or no longer qualifies to act as such in accordance with this Section, Franchisee or its applicable Affiliate shall promptly notify Franchisor and designate a replacement within 30 days after the Director of Operations ceases to serve.

Franchisee also has the option, commencing immediately should Franchisee, directly or indirectly through one or more Affiliate(s), open a 2nd Restaurant to employ and retain, an individual ("**Multi-Unit Supervisor**") vested with the authority and responsibility for the day-to-day supervision of one or more of the Restaurants owned or operated, directly or indirectly, by Franchisee and its Affiliate(s). The Multi-Unit Supervisor shall, during the entire period he/she serves as such, unless otherwise agreed to by Franchisor, shall devote one hundred percent (100%) of his/her time and best efforts solely to supervision of those Restaurants and to no other business activities. The Multi-Unit Supervisor, if any, shall report to the Director of Operations and may also serve as a Restaurant Manager, provided he/she meets Franchisor's training and other requirements for Restaurant Managers.

Franchisee shall notify Franchisor in writing at least ten (10) days prior to employing the Director of Operations and Multi-Unit Supervisor, if any, setting forth in reasonable detail all information reasonably requested by Franchisor. The Director of Operations and Multi-Unit Supervisor must complete Franchisor's training requirements in accordance with the terms set forth in this Agreement and the Blaze Standards Guidelines prior to serving in these roles.

7.3 Computer/Information Systems.

7.3.1 Franchisee shall purchase, use and maintain the Information Systems specified in the Blaze Standards Guidelines in accordance with the Franchisor's standards and specifications as well as any under standards that Franchisor requires. The Information Systems must always be connected to one or more high-speed communications media specified by Franchisor and be capable of accessing the

Internet. Franchisee must electronically link the Information Systems to Franchisor or its designee. Franchisee shall allow Franchisor and/or its designee to access the Information Systems and stored files, and to add, remove, configure and modify information systems via any means including electronic polling and uploads, with or without notice. Franchisor may from time to time upon 30 days advance written notice require Franchisee, at Franchisee's sole cost and expense, to add, update, upgrade or replace the Information Systems, including hardware and/or software. Although Franchisor cannot estimate the future costs of the Information Systems, required hardware, software, or service or support, and although these costs might not be fully amortizable over the time remaining in the Term, Franchisee agrees to acquire and incur the costs of obtaining and implementing the hardware, software and other components and devices comprising the Information Systems (including additions and modifications) and all support services, service and maintenance agreements and subscriptions prescribed by Franchisor to maintain, protect, and interface with Information Systems. Information Systems may be provided directly by third parties or may be sold, licensed or sublicensed by or through Franchisor at a reasonable one-time or recurring charge, and pursuant to forms of agreement prescribed by Franchisor. Franchisor charges a technology fee to cover Franchisor's costs for any technology services it provides to Franchisee, including in the event Franchisor offers new or enhanced technology support services. Franchisor will not increase this fee by more than 3% in any given year. There is no limitation on the frequency and cost of Franchisee's obligation to maintain, update or upgrade its Information Systems.

7.3.2 Franchisee shall not use or permit the use of the Information Systems for any unlawful or non-business related activity. Franchisee shall not install or use, and shall prohibit others from installing and using, unauthorized hardware or other components and devices, software on or with the Information Systems. Franchisee shall take all commercially reasonable measures to insure that the Information Systems are used strictly in accordance with Franchisor's standards, including security protocols and protective measures including how passwords are assigned and rotated, prescribed limitations regarding which persons Franchisee may permit to access (via LAN, WAN, internet or otherwise), use, perform support and installation functions and conduct transactions with the Information Systems. No virus, Trojan horse, malicious code or other unauthorized code or software is installed on, or transmitted by, the Information Systems. Franchisee shall at all times provide Franchisor with all passwords, access keys and other security devices or systems as necessary to permit Franchisor to access the Information Systems and obtain the data Franchisor is permitted to obtain. Franchisor reserves the right to add, control, modify, govern and block any and all network and internet traffic, ports, protocols, and destinations.

7.3.3 Franchisee shall, upon Franchisor's request transmit email, digital photos and real time video and audio signals of the Restaurant to, and in the form and manner prescribed by Franchisor.

7.3.4 Within a reasonable time upon Franchisor's request, Franchisee shall apply for and maintain systems for use of debit cards, credit cards, credit card vendors, loyalty and gift cards and other non-cash payment methods. Franchisee shall adhere to all PCI (Payment Card Industry), CISP (Cardholder Information Security Program) and SDP (Site Data Protection) compliance specifications, as amended. The term "credit card vendors" includes, among other things, companies that provide services for electronic payment, such as near field communication vendors (for example, "Apple Pay" and "Google Wallet").

7.3.5 Franchisee is required to obtain two tablet computers ("**Training Tablets**") for the Restaurant from Franchisor's approved vendor(s). Franchisee shall pay Franchisor each month during the Term Franchisee's training software license and tablet fee as provided in the Blaze Standards Guidelines (currently $60 per month), and Franchisee shall also pay Franchisor a $95 fee for a 3 year license for mobile device management. Franchisor reserves the right to increase these fees upon notice to Franchisee.

7.3.6 Franchisor requires that the Restaurant comply with "EMV" and may require that the Restaurant comply with other standards for credit card usage. The Restaurant must have at least two EMV terminals. Franchisee is required to pay Franchisor's vendors their then-current monthly fee for obtaining software for each EMV terminal. Franchisor may require that Franchisee install additional payment terminals or automated teller machines for use with such credit cards. Franchisee shall pay the costs of any terminals, software, hardware, or other components necessary to comply with these requirements, and Franchisor reserves the right to require that Franchisee pay any such costs to Franchisor.

7.3.7 Franchisee shall participate in accordance with Franchisor's policies and specifications, including those set forth in the Blaze Standards Guidelines, in all types of ordering systems, specified by Franchisor, including online and mobile application programs. Franchisee shall pay Franchisor its then-current fee for use of the online reputation management programs, loyalty platforms and mobile application programs designated by Franchisor each month or in other frequencies as Franchisor may require. Franchisee will cooperate in all respects to implement, support and maintain such systems, including providing Franchisor and its representatives with access to Franchisee's banking accounts.

7.3.8 Franchisee shall purchase one Wi-Fi enabled tablet that is capable of accessing the Internet ("**OLO Tablet**") for the Restaurant. The OLO Tablet will solely be used to access the OLO administrator website for the purpose of serving customers who have submitted orders through online ordering.

7.3.9 Franchisee may be required to purchase a kitchen display system to display online orders and provide guests with the status of orders and will pay Franchisor's vendors for installation and software associated with the kitchen display system.

7.4 Blaze Standards Guidelines. Franchisee shall participate in the System and operate the Franchised Restaurant in strict compliance with the standard procedures, policies, rules and regulations established by Franchisor and incorporated in the Blaze Standards Guidelines. Franchisor will provide Franchisee with electronic access to the Blaze Standards Guidelines, including bulletins and updates to use during the term of this Agreement.

7.4.1 The subject matter of the Blaze Standards Guidelines may include matters such as: forms, information relating to product and menu specifications, purchase orders, general operations, online ordering, gift cards, labor management, sales reports, training and accounting; sanitation; staff certification, design specifications and uniforms; display of signs and notices; authorized and required Information Systems, equipment and fixtures, including specifications therefor; Mark usage; insurance requirements; lease requirements; ownership requirements, decor; standards for management and personnel, hours of operation; yellow page and local advertising formats; standards of maintenance and appearance of the Franchised Restaurant; procedures upon the occurrence of a Crisis Management Event; and required posting of notices to customers as to how to contact the Franchisor to submit complaints and feedback; participation in surveys and mystery shopper programs; and such other matters and policies as Franchisor may reasonably elect to include which relate to the System or the franchise relationship under the System. In the event of the occurrence of a Crisis Management Event, Franchisor may also establish emergency procedures pursuant to which Franchisor may require Franchisee to, among other things, temporarily close the Franchised Restaurant to the public, in which event Franchisor shall not be liable to Franchisee for any losses or costs, including consequential damages or loss profits occasioned thereby. In the event of any dispute as to the contents of the Blaze Standards Guidelines, the terms and contents of the master copy maintained by Franchisor shall be controlling.

7.4.2 Franchisor shall have the right to modify the Blaze Standards Guidelines at any time and from time to time; provided, that no such modification shall alter Franchisee's fundamental status and rights under this Agreement. Modifications in the Blaze Standards Guidelines shall become effective upon delivery of written or electronic notice thereof to Franchisee unless a longer period is specified in such written notice or unless a longer period is set forth in this Agreement. The Blaze Standards Guidelines, as modified from time to time, shall be an integral part of this Agreement and reference made in this Agreement, or in any amendments, exhibits or schedules hereto, to the Blaze Standards Guidelines shall be deemed to mean the Blaze Standards Guidelines kept current by amendments from time to time.

7.4.3 The Blaze Standards Guidelines and all amendments to the Blaze Standards Guidelines (whether electronic or hard copies thereof) are copyrighted and remain Franchisor's property. They are loaned to Franchisee for the term of the Agreement and must be returned to Franchisor immediately upon the Agreement's termination or expiration. The Blaze Standards Guidelines are highly confidential documents which contain certain Trade Secrets of Franchisor. Franchisee shall not make, or cause or allow to be made, any copies, reproductions or excerpts of all or any portion of the Blaze Standards Guidelines without Franchisor's express prior written consent. Upon the expiration or termination of this Agreement for any reason whatsoever, Franchisee shall immediately return the Blaze Standards Guidelines to Franchisor. Franchisee's loss or unauthorized transfer of the Blaze Standards Guidelines, or other breach of this Section shall, without limiting the materiality of any other default of this Agreement, constitute a material default of this Agreement.

7.4.4 Franchisee acknowledges that its compliance with the Blaze Standards Guidelines is vitally important to Franchisor and to other franchisees and is necessary to protect Franchisor's reputation and the goodwill of the Marks and Patent and to maintain the uniform quality of operation for all franchisees. However, while the Blaze Standards Guidelines are designed to protect Franchisor's reputation and the goodwill of the Marks and Patent, it is not designed to control the day-to-day operation of the Franchised Restaurants.

7.4.5 Franchisee further acknowledges that deviation from any contractual requirement, including any Blaze Standards Guidelines, is a violation of this Agreement and will require Franchisor to incur incalculable administrative and management costs to address the violation (separate and apart from any damages your violation might cause to the Blaze System, Franchisor's business opportunities, and the goodwill associated with the Marks and Patent). Therefore, if Franchisee fails to comply with any of the Blaze Standards Guidelines or any provision of this Agreement, in addition to any other remedies Franchisor may be entitled to, Franchisor reserves the right to charge Franchisee one or more non-compliance fees upon written notice to Franchisee. The non-compliance fees shall be specified in the Blaze Standards Guidelines or otherwise in writing, may be modified from time to time upon written notice to Franchisee, may be charged repeatedly (as frequently as daily) if the non-compliance is ongoing, and may vary based on the severity of the defaults, the number of the defaults, and whether the defaults have been repeated. You acknowledge and agree that the fee charged under this Section will be used to compensate Franchisor for its incalculable administrative and management costs due to Franchisee's operational violations.

7.5 Hours. Subject to Applicable Law or subsequent written agreement between Franchisor and Franchisee to the contrary, Franchisor and Franchisee agree that Franchised Restaurant shall be open and operational 7 days per week, every day of the year (except Thanksgiving and Christmas on which Franchisee is authorized to close the Franchised Restaurant), and at least from 11:00 a.m. to 10:00 p.m.

unless approved in writing. Franchisee shall diligently and efficiently exercise its best efforts to achieve the maximum Gross Sales possible from its Location and shall remain open for longer hours if additional opening hours are reasonably required to maximize operations and sales. Notwithstanding the foregoing, Franchisor may authorize or direct Franchisee and other franchisees to operate during hours and on fewer or more days than are specified in this Agreement.

7.6 Product Line and Service. Franchisee shall advertise, sell and serve all and only those Authorized "Blaze Pizza" Products which Franchisor has directed to be advertised, sold and served at or from the Franchised Restaurant. All Authorized "Blaze Pizza" Products shall be sold and distributed under the specific name designated by Franchisor and shall be purchased, inventoried, stored, prepared and served strictly in accordance with Franchisor's recipes and specifications. Franchisee shall not remove any Authorized "Blaze Pizza" Product from the Franchisee's menu without Franchisor's express written approval, nor may Franchisee take any action which is intended to diminish the maximum sales potential of any of the Authorized "Blaze Pizza" Products. All sales by Franchisee shall be for retail consumption only.

7.7 Utensils, Fixtures and Other Goods. All products to be used in the operation of the business including tableware, flatware, utensils, glasses, menus and other like articles used in connection with the Franchised Restaurant shall conform to Franchisor's specifications, shall be imprinted with Franchisor's Marks, if and as specified by Franchisor, and shall be purchased by Franchisee from a Supplier approved in writing by Franchisor, as provided in ARTICLE 9 of this Agreement. No item of merchandise, furnishings, interior and exterior decor items, supplies, fixtures, equipment or utensils shall be used in or upon any Restaurant unless expressly approved by Franchisor.

7.8 Guest Relations. Franchisee must promptly address any guest contact requests that Franchisor sends to Franchisee or customer complaints in accordance with the Blaze Standards Guidelines as specified in the Blaze Standards Guidelines, including responding to and resolving such guest contacts and complaints in the manner and within the time periods specified in the Blaze Standards Guidelines. In addition to any other rights and remedies Franchisor may have, including reimbursement of any costs or expenses related to responding to or resolving such contact or complaint on Franchisee's behalf, Franchisor may charge you a guest relations fee if (i) Franchisor or Franchisee receive an excessive number of complaints related to Franchisee or the Franchised Restaurant (such number shall be specified in the Blaze Standards Guidelines) or (ii) Franchisee fails to respond to or resolve a guest contact request or a customer complaint in accordance with the Blaze Standards Guidelines within the time period specified in the Blaze Standards Guidelines.

7.9 Menus.

7.9.1 Authorized "Blaze Pizza" Products shall be marketed by approved menu format(s) to be utilized in the Franchised Restaurant. The approved and authorized menu and menu format(s) may include, in Franchisor's discretion, requirements concerning organization, graphics, product descriptions, illustrations, and any other matters related to the menu(s), whether or not similar to those listed. In Franchisor's discretion, the menu and/or menu format(s) may vary depending upon region, market size, and other factors. Franchisor may change the menu and/or menu format(s) from time to time or region to region or authorize tests from region to region or authorize non-uniform regions or Restaurants within regions. Franchisee shall have ten days to implement all such changes to the menu(s).

7.9.2 Franchisee shall, upon receipt of notice from Franchisor, add, delete, or update any Authorized "Blaze Pizza" Products to its menu(s) according to the instructions contained in the notice. Franchisee shall have ten days after receipt of written notice in which to fully implement any such change. Franchisee shall cease selling any previously approved product within ten days after receipt of notice that the product is no longer approved. Franchisor may instruct Franchisee to remove any item from the menu(s) on an emergency basis and Franchisee must comply with such instruction immediately. Franchisor shall not be liable to Franchisee for any losses sustained by Franchisee in connection with such instruction (or Franchisee's failure to comply with such instruction).

7.9.3 All food products sold by Franchisee shall be of the highest quality, and the ingredients, composition, specifications, and preparation of such food products shall comply with the instructions and other requirements communicated by Franchisor or contained in Franchisor's Blaze Standards Guidelines from time to time.

7.9.4 Franchisee is entitled to request that Franchisor approve additional menu items, including food, beverage and merchandise**,** to be offered at the Franchised Restaurant. Franchisee shall submit a variance request, in writing, that Franchisor approves such additional menu items and the Supplier of such items. Upon receiving the written request, Franchisor shall evaluate the suggested menu items and the Supplier of such items in its sole discretion whether Franchisee shall be permitted to offer such items at the Franchised Restaurant. Upon receiving written approval by Franchisor, Franchisee may offer such additional menu items, subject to any conditions and/or limitations imposed by Franchisor.

7.9.5 If Franchisor, in its discretion, determines that the Restaurant is a candidate to serve beer and wine, Franchisee shall use all reasonable efforts to promptly secure and maintain in effect all necessary licenses and permits required to offer beer and wine for sale.

7.10 Notification of Legal Proceedings; and Crisis Management Events.

7.10.1 Franchisee shall notify Franchisor in writing within ten days after Franchisee receives actual notice of the commencement of any investigation, action, suit, or other proceeding, or the issuance of any order, writ, injunction, award, or other decree of any court, agency, or other Governmental Authority that pertains to the Franchised Restaurant or that may adversely affect Franchisee's operation of the Franchised Restaurant or ability to meet its obligations hereunder, including notice of any failure to strictly comply with any health code or ordinance; and

7.10.2 Upon the occurrence of a Crisis Management Event, Franchisee shall immediately inform Franchisor, as instructed in the Blaze Standards Guidelines, by telephone and email (or other electronic messaging medium authorized by Franchisor for this purpose). Franchisee shall cooperate fully with Franchisor with respect to Franchisor's response to the Crisis Management Event.

7.11 Signs. Franchisee shall maintain approved signs and/or awnings at, on, or near the front of the Premises, identifying the Location as a Restaurant, which shall conform in all respects to Franchisor's specifications and requirements and the layout and design plan approved for the Location, subject only to restrictions imposed by Applicable Law. On receipt of notice by Franchisor of a requirement to alter any existing sign on its premises, Franchisee will, at its cost, make the required changes within 30 days, subject to the approval of the lessor if required by Franchisee's Lease. Franchisee will not be required to alter or replace the existing sign more than once every five years.

7.12 Uniforms and Employee Appearance. Franchisee shall cause all employees, while working in the Franchised Restaurant, to: (i) wear uniforms of such color, design, and other specifications as Franchisor may designate from time to time; and (ii) present a neat and clean appearance. If Franchisor removes the type of uniform utilized by Franchisee from the list of approved uniforms, Franchisee shall have 60 days from receipt of written notice of such removal to discontinue use of its existing inventory of uniforms and implement the approved type of uniform. In no case shall Franchisee permit any employee of Franchisee to wear the required uniform except while working at the Franchised Restaurant; without limiting the generality of the foregoing, the uniform may not be worn off Premises for any other purpose (other than while commuting to and from work at the Franchised Restaurant).

7.13 Vending or Other Machines. Except with Franchisor's written approval, Franchisee shall not cause or permit vending, gaming machines, pay telephones, automatic teller machines, Internet kiosks or any other mechanical or electrical device to be installed or maintained at the Location.

7.14 Co-Branding. Franchisee may not engage in any co-branding in or in connection with the Franchised Restaurant except with Franchisor's prior written consent, in its sole discretion. Franchisor shall not be required to approve any co-branding chain or arrangement. "Co-branding" includes the operation of an independent business, product line or operating system owned or licensed by another entity (not Franchisor) that is featured or incorporated within the Franchisee's Premises or is adjacent to Franchisee's Premises and operated in a manner which is likely to cause the public to perceive it to be related to the Restaurant licensed and franchised hereunder. An example would be an independent ice cream store or counter installed within Franchisee's Premises.

7.15 Intranet.

7.15.1 Franchisor may establish and maintain an Intranet through which franchisees of Franchisor may communicate with each other, and through which Franchisor and Franchisee may communicate with each other and through which Franchisor may disseminate the Blaze Standards Guidelines, updates thereto and other confidential information. Franchisor shall have discretion and control over all aspects of the Intranet, including the content and functionality thereof. Franchisor will have no obligation to maintain the Intranet indefinitely and may dismantle it at any time without liability to Franchisee.

7.15.2 Franchisee shall be permitted to use the Intranet, subject to Franchisee's strict compliance with the standards and specifications, protocols and restrictions that Franchisor may establish from time to time. Such standards and specifications, protocols and restrictions may relate to, among other things: (a) the use of abusive, slanderous or otherwise offensive language in electronic communications; (b) communications between or among franchisees that endorse or encourage Default of any franchisee's franchise agreement, or other agreement with Franchisor or its Affiliates; (c) confidential treatment of materials that Franchisor transmits via the Intranet; (d) password protocols and other security precautions, including limitations on the number and types of employees that may be granted access to the Intranet; (e) grounds and procedures for Franchisor's suspending or revoking a franchisee's access to the Intranet; and (f) a privacy policy governing Franchisor's access to and use of electronic communications that franchisees post to the Intranet. Franchisee acknowledges that, as administrator of the Intranet, Franchisor can technically access and view any communication that any person posts on the Intranet. Franchisee further acknowledges that the Intranet facility and all communications that are posted to it will become Franchisor's property, free of any claims of privacy or privilege that Franchisee or any other person may assert.

7.15.3 Franchisee shall establish and continually maintain (during all times that the Intranet shall be established and until the termination of this Agreement) an electronic connection (the specifications of which shall be specified in the Blaze Standards Guidelines) with the Intranet that allows Franchisor to send messages to and receive messages from Franchisee, subject to the standards and specifications.

7.15.4 If Franchisee shall default under this Agreement or any other agreement with Franchisor or its Affiliate, Franchisor may, in addition to, and without limiting any other rights and remedies available to Franchisor, disable or terminate Franchisee's access to the Intranet without Franchisor having any liability to Franchisee, and in which case Franchisor shall only be required to provide Franchisee a paper copy of the Blaze Standards Guidelines and any updates thereto, if none have been previously provided to Franchisee, unless not otherwise entitled to the Blaze Standards Guidelines.

7.15.5 If Franchisor has enabled the Intranet to facilitate Franchisee ordering goods and products from Franchisor and other vendors, then to the maximum extent possible, Franchisee shall order and purchase through the Intranet all good and products available for purchase through the Intranet.

7.16 Gift and Loyalty Cards. Franchisee is obligated to participate in Franchisor's gift and loyalty card program. At Franchisor's discretion, gift and loyalty cards will be made available by Franchisee for purchase and redemption at the Restaurant.

7.17 Online Ordering. Franchisee shall participate in customer online ordering and/or payment systems and programs which Franchisor may establish and modify from time to time.

7.18 Privacy. Franchisee agrees to comply with all applicable laws pertaining to the privacy of customer, employee, and transactional information ("**Privacy Laws**"). Franchisee also agrees to comply with Franchisor's standards and policies pertaining to Privacy Laws. If there is a conflict between Franchisor's standards and policies pertaining to Privacy Laws and actual applicable law, Franchisee will: (a) comply with the requirements of applicable law; (b) immediately give Franchisor written notice of said conflict; and (c) promptly and fully cooperate with Franchisor and Franchisor's counsel in determining the most effective way, if any, to meet Franchisor's standards and policies pertaining to Privacy Laws within the bounds of applicable law. Franchisee agrees not to publish, disseminate, implement, revise, or rescind a data privacy policy without Franchisor's prior written consent as to said policy.

7.19 Step-In Rights. In order to prevent any interruption of the Restaurant operations which would cause harm to the Restaurant, thereby depreciating the value thereof, Franchisor has the right, but not the obligation, to step-in and designate an individual or individuals of Franchisor's choosing (an "**Interim Manager**") for so long as Franchisor deems necessary and practical to temporarily manage Franchisee's Restaurant: (i) if Franchisee fails to comply with any provision of this Agreement and does not cure the failure within the time period specified by the Agreement or by Franchisor; (ii) if Franchisor determines in Franchisor's sole judgment that the operation of the Restaurant is in jeopardy; (iii) if Franchisee determines in Franchisee's sole discretion that operational problems require that Franchisor operate the Restaurant; (iv) if Franchisee abandons or fails to actively operate the Restaurant; (v) upon Franchisee's, any Owner of Franchisee's or the Restaurant Manager's or Operating Principal's absence, termination, death, or disability; or (vi) if Franchisor deems Franchisee or Franchisee's Restaurant Manager or Operating Principal incapable of operating the Restaurant ("**Step-in Rights**"). If Franchisor exercises the Step-In Rights:

7.19.1 Franchisee agrees to pay Franchisor, in addition to all other amounts due under this Agreement, an amount equal to $500 per day that the Interim Manager manages the Restaurant, plus the Interim Manager's direct out-of-pocket costs and expenses;

7.19.2 all monies from the operation of the Franchised Restaurant during such period of operation by Franchisor shall be kept in a separate account and the expenses of the Franchised Restaurant (including Franchisor's costs and expenses) shall be charged to such account.

7.19.3 Franchisee acknowledges that the Interim Manager will have a duty to utilize only reasonable efforts and will not be liable to Franchisee or Franchisee's Owners for any debts, losses, or obligations the Restaurant incurs, or to any of Franchisee's creditors for any supplies, products, or other assets or services the Restaurant purchases while Interim Manager manages it;

7.19.4 the Interim Manager will have no liability to Franchisee except to the extent directly caused by its gross negligence or willful misconduct. Franchisor will have no liability to Franchisee for the activities of an Interim Manager unless Franchisor is grossly negligent in appointing the Interim Manager, and Franchisee will indemnify and hold Franchisor harmless for and against any of the Interim Manager's acts or omissions, as regards to the interests of Franchisee or third parties;

7.19.5 Franchisee agrees to indemnify and hold harmless Franchisor, the Interim Manager, and any representative of Franchisor who may act hereunder, from any and all acts which Franchisor, the Interim Manager and any representative of Franchisor may perform, as regards the interests of Franchisee or third parties; and

7.19.6 Franchisee agrees to pay all of Franchisor's reasonable attorney fees and costs incurred as a consequence of Franchisor's exercise of the Step-In Rights.

Nothing contained in this Section 7.18 shall prevent Franchisor from exercising any other right which Franchisor may have under this Agreement, including, without limitation, termination.

ARTICLE 8
ADVERTISING

8.1 General Advertising Requirements. Franchisee shall only use and display approved advertising material provided, from time to time, by Franchisor and shall use and display all material in accordance with Franchisor's policies, standards and specifications. Franchisor may, in its discretion, require Franchisee to cease using any advertising materials which it has previously approved and upon receiving notification from Franchisor, Franchisee shall cease using such materials. All of Franchisee's advertising, promotion and marketing materials shall be completely clear, factual and not misleading and conform to the highest ethical standards and to Franchisor's standards and policies. Franchisee shall not in any medium: (a) use abusive, slanderous or otherwise offensive language; (b) endorse or encourage default of any franchisee's franchise agreement, or other agreement with Franchisor or its Affiliates; or (c) take any action or make any statement which would disparage Franchisor or its Affiliates, or impair, damage or harm the name, reputation, or goodwill of the Marks, System and/or the "Blaze Pizza" brand. Franchisee may not develop advertising materials for its own use.

8.2 Local Advertising Requirement. In addition to the Creative Fees, "Pi Day" promotion and grand opening advertising program (described in Section 8.3), Franchisee must, upon written notice from Franchisor, spend two percent (2%) of monthly Gross Sales on local advertising to promote Franchisee's Restaurant ("**Local Advertising Requirement**"). Within thirty (30) days after the end of each six-month period during the Term, Franchisee agrees to send Franchisor, in the manner Franchisor prescribes, an accounting of Franchisee's expenditures for local advertising during the preceding six-month period. As long as Franchisee's average monthly expenditure on local advertising over any six-month period equals or exceeds two percent (2%) of Gross Sales for the Restaurant, Franchisee will be deemed in compliance even if Franchisee's expenditure in any given month is less than two percent (2%) of Gross Sales. Should Franchisee fail to meet the Local Advertising Requirement in any six-month period, Franchisee will, if required by Franchisor in writing, pay the difference to the Creative Fund. Franchisor may audit Franchisee's local advertising spend at any time and without notice to Franchisee. Franchisor must approve all advertising in accordance with Section 8.1 of this Agreement.

8.3 Grand Opening and "Pi Day" Promotion. Franchisee must conduct a grand opening advertising program that Franchisor approves in advance, which program must be in accordance with such policies and provisions with respect to format, content, media, geographic coverage and other criteria as are from time to time contained in the Blaze Standards Guidelines or as otherwise directed by Franchisor. The grand opening advertising program presently includes providing the public with free pizzas for one day and to the fullest extent permitted by Applicable Law, participation in Franchisor's annual "Pi Day" promotion on March 14 where Franchisee will price pizza pies at $3.14 on that day. At least 60 days prior to opening the Restaurant, Franchisee must submit a plan for its grand opening advertising program that details Franchisee's total budget (including media spend) that Franchisor must approve in writing. Franchisee must purchase a grand opening kit from Franchisor. All advertising and promotion used in Franchisee's grand opening advertising program must be pre-approved by Franchisor at least 30 days prior to their intended use. Franchisor may require Franchisee to deposit with Franchisor into an escrow or similar account the full amount of Franchisee's total budget that Franchisor approved for use in connection with conducting the grand opening advertising program prior to Franchisee's use of such funds, and Franchisor may audit Franchisee's grand opening advertising program spend at any time and without notice to Franchisee.

8.4 Creative Fund.

8.4.1 In accordance with Section 4.2 of this Agreement, Franchisee's Creative Fee shall be applied to the Creative Fund. An amount equal to all Creative Fund revenues and allocations will be expended for national, regional or local advertising; public relations or promotional campaigns; or programs designed to promote and enhance the image, identity or patronage of franchised and Franchisor-owned (including Affiliate-owned) Restaurants. Such expenditures may include: (a) creative development, production and placement of print advertisements, commercials, musical jingles, decals, radio spots, audio advertising, point of purchase materials, direct mail pieces, literature, outdoor advertising, door hangers, electronic media advertisements, and other advertising and promotional material; (b) creative development, preparation, production and placement of video, audio and written materials and electronic media; (c) to purchase artwork and other components for advertising; (d) media placement and buying, including all associated expenses and fees; (e) administering regional and multi-regional marketing and advertising programs; (f) market research, marketing studies and customer satisfaction surveys; (g) development and production of, and, to the extent applicable, acquisition of, premium items, giveaways, promotions, contests, public relations events, and charitable or nonprofit events; (h) creative development of signage, posters, and individual decor items including wall graphics; (i) recognition and awards events and programs; (j) system recognition events, including periodic national and regional conventions and meetings; (k) website, extranet and/or Intranet development, implementation and maintenance; (l) development, implementation and maintenance of a website that permits electronic commerce, reservation system and/or related strategies; (m) retention and payment of advertising and promotional agencies and other outside advisors, including retainer and management fees; (n) public relations and community involvement activities and programs; (o) expenditures for activities conducted for the benefit of co-branding, or other arrangements where "Blaze Pizza" brand products and/or services are offered in conjunction with other marks or through alternative channels of distribution; (p) development, amendment and revisions to the standards, policies and procedures set forth in the Blaze Standards Guidelines; (q) stadium promotion marketing fees; (r) payment to Franchisor or its Affiliates, for indirect costs and overhead incurred in connection with the operation of its creative department(s), if any, and the administration of the Creative Fund not to exceed twenty percent (20%) of required contributions; (s) payments for corporate and store-level hosted access from Radiant Systems, NCR or successor data hosted solutions providers; (t) gift card blanks; and (u) retention and payment of social media agencies.

8.4.2 Franchisor may employ individuals, consultants or advertising or other agencies, including consultants or agencies owned by, operated by or affiliated with Franchisor, to provide services for the Creative Fund. The Creative Fund may be used to defray direct expenses of Franchisor employees related to the operation of the Creative Fund, to pay for attorneys' fees and other costs related to the defense of claims against the Creative Fund or against Franchisor relating to the Creative Fund, and to pay costs with respect to collecting amounts due to the Creative Fund.

8.4.3 Franchisor shall determine, in its discretion, the cost, media, content, format, style, timing, allocation and all other matters relating to such advertising, public relations and promotional campaigns. Franchisee acknowledges that not all franchisees may be required to contribute, or contribute the same percentage of Gross Sales, to the Creative Fund and by way of illustration and not limitation, Franchisor may waive or impose lower contribution requirements with respect to Restaurants operating at Non-Traditional Venues, or outside the United States. Nothing herein shall be construed to require Franchisor to allocate or expend Creative Fees or allocations so as to benefit any particular franchisee, Franchisee or group of franchisees or franchisees on a pro rata or proportional basis or otherwise. Franchisee acknowledges that certain franchisees may contribute on a different basis depending on when they signed their franchise agreement or where their Restaurant is located (such as Non-Traditional Venues). Except as directed in writing by Franchisor, Franchisee must participate in all advertising, marketing, promotions, research and public relations programs instituted by the Creative Fund. Franchisor may make copies of advertising materials available to Franchisee with or without additional reasonable charge, as determined by Franchisor. Any additional advertising shall be at the sole cost and expense of Franchisee. The Creative Fund shall, as available, provide to Franchisee marketing, advertising, producing video, audio, and written materials and electronic media or any other sales promotion and promotional materials, new product development and testing and other market research, public and consumer relations such as consumer research and surveying culinary and guest experiences, website development, implementation, and maintenance, search engine optimization and rebate strategies, costs associated with inbound marketing channels and providers (for example, Google, Facebook and Yelp), the development of technology for the System, administering regional and multi-regional marketing and advertising programs, including purchasing trade journal, direct mail, and other media advertising, using advertising, promotion, and marketing agencies and other advisors to provide assistance and promotional formats and sample materials at the Creative Fund's direct cost of producing such items, plus shipping and handling.

8.4.4 Franchisor (or its Affiliates) may collect rebates and allowances and credits from Suppliers based on purchases or sales by franchisees, including Franchisee, and Franchisor (and/or its Affiliates), which shall either: (a) be distributed directly by the Supplier to Franchisee, other franchisees and Franchisor (and/or its Affiliates) pro rata based on their respective relative purchases or sales volumes; or (b) be contributed to the Creative Fund and subsequently distributed to franchisees, including Franchisee, and to Franchisor (and/or its Affiliates) pro rata based on their respective relative purchases or sales volumes; in either case, net of the actual and reasonable costs and expenses incurred to administer, collect, calculate and distribute the rebates, credits and marketing allowances. Any such contribution of such rebates, allowances or credits to the Creative Fund shall not reduce Franchisee's obligation to pay the Creative Fee. Franchisor may include information regarding acquiring a franchise on or as a part of materials and items produced by or for the Creative Fund.

8.4.5 Franchisor may either: (i) hold the Creative Fees Franchisor receives from franchisees in a separate account administratively segregated on Franchisor's books and records; or (ii) transfer the Creative Fees to a separate Entity to whom Franchisor has assigned or delegated the responsibility to operate and maintain the Creative Fund. Nothing herein shall be deemed to create a trust fund, and Franchisor may commingle Creative Fees with its general operating funds and expend such sums in the manner herein provided. For each Restaurant that Franchisor or any of its Affiliate operates, Franchisor or such Affiliate will similarly allocate to the Creative Fund the amount that would be required to be contributed to the Creative Fund if it were a Franchised Restaurant.

8.4.6 If less than the total of all contributions and allocations to the Creative Fund are expended during any fiscal year, such excess may be accumulated for use during subsequent years. Franchisor may spend in any fiscal year an amount greater or less than the aggregate contributions to the Creative Fund in that year and may cause the Creative Fund to borrow funds to cover deficits or invest surplus funds. If Franchisor (or an Affiliate) advances money to the Creative Fund, it will be entitled to be reimbursed for such advances. Any interest earned on monies held in the Creative Fund may be retained by Franchisor for its own use in its discretion. Within 60 days following each fiscal year, Franchisor shall prepare a statement of contributions and expenditures for the Creative Fund and, upon Franchisee's written request, Franchisor shall provide such information to Franchisee.

8.5 Promotional Campaigns.

8.5.1 From time to time during the term hereof, Franchisor shall have the right to establish and conduct required promotional or discount campaigns and optional co-funded advertising campaigns on a national, regional or local basis, which may by way of illustration and not limitation promote particular products or marketing themes. Franchisee agrees to participate in such required promotional or discount campaigns upon such terms and conditions as the Franchisor may establish, including minimum and maximum price policies minimum advertised price policies and unilateral price policies, and agrees to provide Franchisor with notice of its decision to participate in or opt out of such optional co-marketing advertising campaigns upon such terms and conditions as the Franchisor may establish. Franchisee also agrees to participate in such promotional or discount campaigns that are run by third-party delivery services and required by Franchisor upon such terms and conditions as the third-party delivery service may establish, including minimum and maximum price policies minimum advertised price policies and unilateral price policies. Franchisee acknowledges and agrees that participation in these promotional and discount campaigns may require Franchisee to purchase point of sale advertising material, posters, flyers, product displays and other promotional material (unless provided at no charge through the Creative Fund). Franchisee must also provide those services and other items that Franchisor specifies on such terms and at such rates, including free-of-charge, as Franchisor may specify.

8.6 Advisory Council. We have formed an advisory council to advise us on various System matters and to promote communications between us and all franchisees. The advisory council's guidelines specify the manner in which members are selected. We reserve the right to grant to the advisory council any operation or decision-making powers that we deem appropriate. We reserve the right to change or dissolve the advisory council or form a new advisory council, in our sole discretion. You agree to participate in, and, if required, become a member of any advisory councils or similar organizations we form or organize for Blaze Pizza Restaurants.

8.7 Internet.

8.7.1 Franchisee shall not develop, create, generate, own, license, lease, participate in or use in any manner any computer medium or electronic medium (including any Internet home page, email address, website, domain name, bulletin board, social media site, crowdfunding campaign, blog, PR publication, newsgroup or other Internet-related medium or activity) which in any way uses or displays, in whole or part, the Marks, or any of them, or any words, symbols or terms confusingly similar thereto without Franchisor's express prior written consent, and then only in such manner and in accordance with such procedures, policies, standards and specifications as Franchisor may establish from time to time. Franchisee may not independently market its Franchised Restaurant or discuss the Franchised Restaurant, Franchisor, or Franchisor's Affiliates through the Internet, social media, blogs or crowdfunding campaigns, or use any domain name, address, locator, link, metatag, or search technique with words or symbols similar to Franchisor's Marks.

8.7.2 Franchisor has established one or more Internet web sites. Franchisor shall have discretion over the design, content and functionality of such web sites. Franchisor may include one or more interior pages that identifies restaurant operated under the Marks, including the Franchised Restaurant, by among other things, geographic region, address, telephone number(s), and menu items. Such web site(s) may also include one or more interior pages dedicated to the sale of franchises by Franchisor and/or relations with Franchisor's or its Affiliate's investors. Franchisor may permit Franchisee to periodically select from Franchisor's designated alternative design elements for an interior page (or portion thereof) dedicated to the Franchised Restaurant. Such designated alternative design elements may change from time to time. Franchisor will implement any such designated design elements or changes promptly, subject to Franchisor's business needs and scheduling availability. Franchisor may disable or terminate such website(s), in whole or in part, without Franchisor having any liability to Franchisee.

8.7.3 Franchisee acknowledges and agrees that Franchisor (or its Affiliate) is the owner of, and will retain all right, title and interest in and to: (i) the www.blazepizza.com domain name and URL; all existing and future domain names, URLs, future addresses and subaddresses using the Marks in any manner; (ii) means all computer programs and computer code (e.g., HTML, XML DHTML, Java) used for or on the Franchisor's web site(s), excluding any software owned by third parties; (iii) all text, images, sounds, files, video, designs, animations, layout, color schemes, trade dress, concepts, methods, techniques, processes and data used in connection with, displayed on, or collected from or through Franchisor's web site(s); and (v) all intellectual property rights in or to any of the foregoing.

ARTICLE 9
DISTRIBUTION AND PURCHASE OF EQUIPMENT, SUPPLIES, AND OTHER PRODUCTS

9.1 Inventory of Products. At all times throughout the Term, Franchisee shall purchase and maintain an inventory of approved food products, beverages, ingredients and other products for the Franchised Restaurant in the types and quantities Franchisor designates. Franchisor may require Franchisee to place a minimum designated number of orders within a given timeframe for certain types of food products, beverages, ingredients and other products. Franchisee shall purchase "Blaze Pizza" brand products solely and exclusively from Franchisor or its designees.

9.2 Proprietary Products. Franchisor may, from time to time throughout the Term, require that Franchisee purchase, use, offer and/or promote, and maintain in stock at the Franchised Restaurant: (i) in such quantities as are needed to meet reasonably anticipated consumer demand, certain proprietary products, sauces, dressings, condiments, beverages, food products and other ingredients and raw materials, which are grown and produced or manufactured in accordance with Franchisor's Trade Secrets, proprietary recipes, specifications and/or formulas or which Franchisor designates as "proprietary;" and (ii) certain packaging, Information Systems, other products, supplies, services and equipment designated by Franchisor as "proprietary" ("**Proprietary Products**"). Franchisee shall purchase Proprietary Products only from Franchisor or its Affiliates (if they sell the same), or Franchisor's designees. Franchisor shall not be obligated to reveal such Trade Secrets, recipes, specifications and/or formulas of such Proprietary Products to Franchisee, non-designated suppliers, or any other third parties.

9.3 Non-Proprietary Products. Franchisor may designate certain food products, condiments, merchandise, beverages, raw materials, fixtures, furnishings, equipment, uniforms, supplies, paper goods, services, menus, packaging, forms, Information Systems, and other products, supplies, services and equipment, other than Proprietary Products, which Franchisee must use and/or offer and sell at the Franchised Restaurant ("**Non-Proprietary Products**"). Franchisee may not use, offer or sell Non-Proprietary Products without Franchisor's prior written consent and authorization. Non-Proprietary Products shall be purchased or obtained from Franchisor or a producer, manufacturer, distributor, supplier or service provider ("**Supplier**") designated or approved by Franchisor pursuant to <u>Section 9.3.2</u> of this Agreement.

9.3.1 Franchisee may purchase authorized Non-Proprietary Products from: (i) Franchisor or its Affiliates (if they sell the same); (ii) Suppliers designated or approved in writing by Franchisor; or (iii) Suppliers selected by Franchisee and approved in writing by Franchisor prior to Franchisee making such purchase(s); *provided, however,* that if this is one of the first three Restaurants developed by Franchisee or its Affiliates, Franchisee must purchase certain Non-Proprietary Products that Franchisor designates only from Franchisor or Suppliers it designates, including new equipment for all items that impact dough and food production and the guest experience, and large equipment and small wares. Each such Supplier designated by Franchisor must comply with Franchisor's usual and customary requirements regarding insurance, indemnification, and non-disclosure, and shall have demonstrated to the reasonable satisfaction of Franchisor: (a) its ability to supply a Non-Proprietary Product meeting the specifications of Franchisor, which may include specifications as to brand name, model, contents, manner of preparation, ingredients, quality, freshness and compliance with governmental standards and regulations; (b) its reliability with respect to delivery and the consistent quality of its products or services; and (c) its ability to meet such other requirements as determined by Franchisor to be in the best interest of the system.

9.3.2 If Franchisee should desire to procure authorized Non-Proprietary Products from a Supplier other than Franchisor or one previously approved or designated by Franchisor (and not subsequently disapproved), Franchisee shall deliver a written variance request to Franchisor of its desire to seek approval of such Supplier, which notice shall: (a) identify the name and address of such Supplier; (b) contain such information as may be requested by Franchisor or required to be provided pursuant to the Blaze Standards Guidelines (which may include reasonable financial, operational and economic information regarding its business and its product); and (c) identify the authorized Non-Proprietary Products desired to be purchased from such Supplier. Franchisor shall, upon request of Franchisee, furnish to Franchisee the general, but not manufacturing, specifications for such Non-Proprietary Products if such are not contained in the Blaze Standards Guidelines. The Franchisor may thereupon request that the proposed Supplier furnish Franchisor at no cost to Franchisor, product samples, specifications and such other information as Franchisor may require. Franchisor or its representatives, including qualified third parties, shall also be permitted to inspect the facilities of the proposed Supplier and establish economic terms, delivery, service and other requirements consistent with other distribution relationships for other Restaurants.

9.3.3 Franchisor will use its good faith efforts to notify Franchisee of its decision within 30 days after Franchisor's receipt of Franchisee's request for approval and other requested information and items in full compliance with this Section; should Franchisor not deliver to Franchisee, within 30 days after it has received such notice and all information and other items requested by Franchisor in order to evaluate the proposed Supplier, a written statement of approval with respect to such Supplier, such Supplier shall be deemed disapproved as a Supplier of the authorized Non-Proprietary Products described in such notice. Nothing in this article shall require Franchisor to approve any Supplier, and without limiting Franchisor's right to approve or disapprove a Supplier in its discretion, Franchisee acknowledges that it is generally disadvantageous to the system from a cost and service basis to have more than one Supplier in any given market area and that among the other factors Franchisor may consider in deciding whether to approve a proposed Supplier, it may consider the effect that such approval may have on the ability of Franchisor and its Franchisees to obtain the lowest distribution costs and on the quality and uniformity of products offered system-wide. Without limiting the foregoing, Franchisor may disapprove a proposed Supplier, if in Franchisor's opinion, the approval of the proposed Supplier would disrupt or adversely impact Franchisor's national or regional distributional arrangements. Franchisor may also determine that certain Non-Proprietary Products (e.g. beverages) shall be limited to a designated brand or brands set by Franchisor which brand(s) it may change from time to time. Franchisor may revoke its approval upon the Supplier's failure to continue to meet any of Franchisor's criteria. Franchisee agrees that at such times that Franchisor establishes a regional purchasing program for any of the raw materials used in the preparation of Authorized "Blaze Pizza" Products or other Non-Proprietary Products used in the operation of the Franchised Restaurant, which may benefit Franchisee by reduced price, lower labor costs, production of improved products, increased reliability in supply, improved distribution, raw material cost control (establishment of consistent pricing for reasonable periods to avoid market fluctuations), improved operations by Franchisee or other tangible benefits to Franchisee, Franchisee will participate in such purchasing program in accordance with the terms of such program.

9.3.4 As a further condition of its approval, Franchisor may require a Supplier to agree in writing: (i) to provide from time to time upon Franchisor's request free samples of any Non-Proprietary Product it intends to supply to Franchisee; (ii) to faithfully comply with Franchisor's specifications for applicable Non-Proprietary Products sold by it; (iii) to sell any Non-Proprietary Product bearing the Franchisor's Marks only to franchisees and Franchisees of Franchisor and only pursuant to a trademark license agreement in form prescribed by Franchisor; (iv) to provide to Franchisor duplicate purchase invoices for Franchisor's records and inspection purposes; and (v) to otherwise comply with Franchisor's reasonable requests.

9.3.5 Franchisor will not charge Franchisee for reviewing Franchisee's first request in any service or product category for approval of a supplier, however Franchisor reserves the right to charge a fee for the cost of inspection and review for each additional submission in the same category.

9.3.6 Franchisee shall at all times remain current and fully comply and perform each of its obligations to its landlord, vendors and Suppliers.

9.4 Purchases from Franchisor or its Affiliates.

9.4.1 When and if Franchisor begins to manufacture and/or distribute goods, products or supplies, all goods, products, and supplies purchased from Franchisor or its Affiliates shall be purchased in accordance with the purchase order format issued from time to time by Franchisor (or the applicable Affiliate), the current form of which shall be set forth in the Blaze Standards Guidelines, and in accordance with the policies set forth in the Blaze Standards Guidelines, if any. Franchisor (or such Affiliate) may change the prices, delivery terms and other terms relating to its sale of goods, services, products and supplies ("**Goods and Services**") to Franchisee on prior written notice, provided, that such prices shall be the same as the prices charged to similarly situated Franchisees (excluding shipping, transportation, warehousing, insurance and related costs and expenses). Such prices shall be Franchisor's (or the Affiliate's) then-current prices, which may change from time to time. Franchisee further acknowledges that prices the Franchisor (or the applicable Affiliate) charges to Franchisee may include a profit to Franchisor and may be higher than Franchisor's (or its Affiliate's) internal prices allocated or charged to Franchisor or Affiliate-owned Restaurant. Presently, Franchisor (or its Affiliate) expects to receive a mark-up based on its or their cost of goods sold. Franchisor (or the applicable Affiliate) in its discretion, may discontinue the sale of any Goods or Services at any time if in Franchisor's (or the applicable Affiliate) judgment its continued sale becomes unfeasible, unprofitable, or otherwise undesirable. Franchisor (or the applicable Affiliate) shall not be liable to Franchisee for unavailability of, or delay in shipment or receipt of, merchandise because of temporary product shortages, order backlogs, production difficulties, delays, unavailability of transportation, fire, strikes, work stoppages, or other causes beyond the reasonable control of Franchisor (or the applicable Affiliate). If any goods or products sold by Franchisor (or the applicable Affiliate) are not in sufficient supply to fully fulfill all orders therefor, Franchisor (or the applicable Affiliate) may allocate the available supply among itself, its Affiliates and others, including Franchisee and other franchisees, in any way Franchisor (or the applicable Affiliate) deems appropriate, which may result in Franchisee not receiving any allocation of certain goods or products as a result of a shortage. All product orders by Franchisee shall be subject to acceptance by Franchisor (or the applicable Affiliate) at Franchisor's (or the applicable Affiliate's) designated offices, and Franchisor (or the applicable Affiliate) reserves the right to accept or reject, in whole or in part, any order placed by Franchisee. Franchisee shall submit to Franchisor (or the applicable Affiliate), upon written request, financial statements which contain sufficient information to enable Franchisor to determine the credit limits, if any, to be extended to Franchisee. Franchisor (or the applicable Affiliate), in its sole discretion, may establish the credit terms, if any, upon which it will accept Franchisee's orders, and may require Franchisee to pay for orders on a cash-in-advance or cash-on-delivery basis.

9.4.2 Each order placed by Franchisee, whether oral or written, for any product shall be deemed to incorporate all of the terms and conditions of this Agreement, shall be deemed subordinate to this Agreement in any instance where any term or condition of such order conflicts with any term or condition of this Agreement, and shall include such information as Franchisor (or the applicable Affiliate) may from time to time specify, and shall be submitted on such form of purchase order as may be prescribed by Franchisor from time to time. No purchase order submitted by Franchisee shall contain any terms except as approved in writing by Franchisor (or the applicable Affiliate), nor be deemed complete unless all of the information required by the prescribed purchase order form, as revised from time to time, is provided by Franchisee. No new or additional term or condition contained in any order placed by Franchisee shall be deemed valid, effective or accepted by Franchisor unless such term or condition shall have been expressly accepted by Franchisor (or the applicable Affiliate) in writing.

9.4.3 Franchisor (or the applicable Affiliate) shall not be liable to Franchisee on account of any delay or failure in the manufacture, delivery or shipment of goods or products caused by events or circumstances beyond Franchisor's (or the applicable Affiliate) reasonable control including such events as labor or material shortages, conditions of supply and demand, import/export restrictions, or disruptions in Franchisor's (or the applicable Affiliate's) supply sources.

9.4.4 Franchisor (or the applicable Affiliate) may act as a Supplier of goods, services, products, and/or supplies purchased by Franchisee, and Franchisor (or its Affiliate) may be designated as the sole Supplier of any such Goods or Services. On the expiration or termination of this Agreement, or in the event of any default by Franchisee of this Agreement, Franchisor (or the applicable Affiliate) shall not be obliged to fill or ship any orders then pending or, in the case of termination or non-renewal, made any time thereafter by Franchisee, and Franchisor may notify its approved Suppliers of any impending termination or expiration of this Agreement and may, among other things, instruct such Suppliers to deliver only such quantity of Proprietary Products as is reasonably necessary to supply Franchisee's needs prior to the expiration or termination date of this Agreement.

9.4.5 From time to time upon Franchisor's (or the applicable Affiliate's) request, Franchisee shall promptly estimate the level of purchases that Franchisee expects to make from Franchisor (or the applicable Affiliate) over the two weeks following the date of the request.

9.5 Rebates. Franchisor (or its Affiliates) may collect rebates and allowances and credits from Suppliers in the form of cash or services or otherwise from Suppliers based on purchases or sales by Franchisee and, if in cash, Franchisor shall disburse such funds in accordance with Section 8.3.4.

9.6 Test Marketing. Franchisor may, from time to time, authorize Franchisee to test market products and/or services in connection with the operation of the Franchised Restaurant. Franchisee shall cooperate with Franchisor in connection with the conduct of such test marketing and shall comply with the Franchisor's rules and regulations established from time to time in connection herewith.

9.7 Customer Reporting and Comments.

9.7.1 At Franchisor's request, Franchisee shall use reasonable efforts to secure the names, addresses and other information reasonably required by Franchisor, of Franchisee's customers at the Restaurant and shall allow such information to be used by Franchisor only for the "Blaze Pizza" brand. Franchisee may not divulge such customer names, addresses or other information, with or without remuneration, to any third party. Franchisee shall respond promptly to each customer inquiry or complaint and resolve all reasonable complaints to the customer's satisfaction. Franchisee acknowledges that its failure to do so timely shall be grounds for termination as set forth in Section 14.3 below.

9.7.2 At Franchisor's request, Franchisee shall purchase, use and display in the Restaurant during all operating hours customer comment and other cards in the manner specified in the Blaze Standards Guidelines, or use other physical and electronic methods to gather customer information and comments regarding their experience at the Restaurant, or "Blaze Pizza" Restaurants in general.

ARTICLE 10
REPORTS, BOOKS AND RECORDS, INSPECTIONS

10.1 General Reporting. Franchisee shall, as and when specified by Franchisor, submit to Franchisor statistical control forms and such other financial, operational and statistical information (by paper, facsimile, email, or other method of transmission) as Franchisor may require to: (i) assist Franchisee in the operation of the Franchised Restaurant in accordance with the System; (ii) allow Franchisor to monitor the Franchisee's Gross Sales, purchases, costs and expenses; (iii) enable Franchisor to develop chain-wide statistics which may improve bulk purchasing; (iv) assist Franchisor in the development of new authorized products or the removal of existing unsuccessful Authorized "Blaze Pizza" Products; (v) enable Franchisor to refine existing Authorized "Blaze Pizza" Products; and (vi) generally improve chain-wide understanding of the System (collectively, the "**Information**"). Without limiting the generality of the foregoing:

10.1.1 Franchisee will electronically link the Franchised Restaurant to Franchisor and its third-party supplier and will allow Franchisor to poll on a daily or more frequent basis.

10.1.2 For restaurants not on the "Blaze Pizza" Information System, at Franchisor's request, on or before Wednesday of each Week during the Term hereof, Franchisee shall submit a Gross Sales report signed by Franchisee, on a form prescribed by Franchisor, reporting all Gross Sales for the preceding Week, together with such additional financial information as Franchisor may from time to time request.

10.1.3 Within 60 days following the end of each calendar year, Franchisee shall submit to Franchisor an unaudited financial statement prepared in accordance with generally accepted accounting principles, and in such form and manner prescribed by Franchisor, which shall be certified by Franchisee to be accurate and complete. Promptly upon Franchisor's request, Franchisee will furnish Franchisor with a copy of each of Franchisee's reports and returns of sales, use, and gross receipt taxes related to the operation of the Franchised Restaurant. Franchisor reserves the right to require such further information concerning the Franchised Restaurants that Franchisor may from time to time reasonably request.

10.2 Inspections. Franchisor's authorized representatives shall have the right, from time to time, to enter upon the entire premises of the Franchised Restaurant during business hours, to examine same, conferring with Franchisee's employees, inspecting and checking operations, food, beverages, furnishings, interior and exterior decor, supplies, fixtures, and equipment, and determining whether the business is being conducted in accordance with this Agreement, the System and the Blaze Standards Guidelines. Franchisor shall use reasonable efforts to avoid materially disrupting the operation of the Franchised Restaurant, but Franchisor is not required to give Franchisee any advance notice of any such audit, inspection or examination. If any such inspection indicates any deficiency or unsatisfactory condition with respect to any matter required under this Agreement or the Blaze Standards Guidelines, including quality, cleanliness, service, health and authorized product line, Franchisor will notify Franchisee in writing of Franchisee's noncompliance with the Blaze Standards Guidelines, the System, or this Agreement and Franchisee shall promptly correct or repair such deficiency or unsatisfactory condition. In addition, if Franchisee fails any food safety inspection, cleanliness inspection or other inspection or audit that Franchisor, Franchisor's designee, any applicable restaurant association or any public health and safety agency conducts, Franchisee will be required to undergo an additional inspection or audit at Franchisee's sole expense. Franchisee agrees to reimburse Franchisor or the third-party auditor directly upon invoicing. In accordance with Section 7.4, Franchisor may require Franchisee to take and thereafter Franchisee shall take, immediate corrective action, which action may include temporarily closing the Franchised Restaurant.

10.3 Audits. Franchisee shall prepare, and keep for not less than three years following the end of each of its fiscal years, or such longer period required under Applicable Law, adequate books and records showing daily receipts in, at, and from the Franchised Restaurant, applicable sales tax returns (if any), all pertinent original serially numbered sales slips and cash register records, and such other sales records as may be reasonably required by Franchisor from time to time to verify Gross Sales and purchases reported by Franchisee to Franchisor, in a form suitable for an audit of its records by an authorized auditor or agent of Franchisor. Such information shall be broken down by categories of goods, foods and beverages sold, where possible. Franchisor, its agents or representatives may, at any reasonable time during normal working hours, audit or review Franchisee's books and records in accordance with generally accepted standards established by certified public accountants. Franchisor may also conduct the audit at a site other than the Location and Franchise shall provide all information to Franchisor, its agents or representatives, promptly upon demand (but not later than five days following the date of the request). If any audit or other investigation reveals an under-reporting or under-recording error, then upon demand Franchisee shall pay the amount determined to be owed, plus interest at the daily equivalent of twelve percent (12%) per year simple interest, not to exceed the highest rate permitted by Applicable Law. In addition, if any such audit or other investigation reveals an under-reporting or under-recording error of two percent (2%) or more or if Franchisee fails to submit any reports when due, then in addition to any other sums due and in addition to any other rights and remedies it may have, including the right to terminate this Agreement as provided in Article 14, the expenses of the audit/inspection shall be borne and paid by Franchisee upon billing by Franchisor, which shall include Franchisor's Travel Expenses and Wages and reasonable accounting and legal expense. Without limiting the foregoing, if such audit or other investigation reveals an under-reporting or under-recording error of five percent (5%) percent or more, Franchisor, in addition to any other rights and remedies it may have, including the right to terminate this Agreement as provided in Article 14, may require Franchisee to maintain and deliver to Franchisor from time to time, financial statements audited by an independent certified public accountant.

10.4 Books and Records. Franchisee shall maintain an accounting and record keeping system, in accordance with sound business practices, which shall provide for basic accounting information necessary to prepare financial statements, a general ledger, and reports required by this Agreement and the Blaze Standards Guidelines. Franchisee shall maintain accurate, adequate and verifiable books and supporting documentation relating to such accounting information.

ARTICLE 11
INTELLECTUAL PROPERTY

11.1 Use of Marks. Subject to Section 11.7 of this Agreement, the Franchised Restaurant shall be named "Blaze Pizza" with only such additional prefix or suffix as may be required by Franchisor from time to time. Franchisee shall use and display such of Franchisor's trade dress, Marks, and such signs, advertising and slogans only as Franchisor may from time to time prescribe or approve. Upon expiration or sooner termination of this Agreement, Franchisor may, if Franchisee does not do so, execute in Franchisee's name and on Franchisee's behalf, any and all documents necessary in Franchisor's judgment to end and cause the discontinuance of Franchisee's use of the trade dress and Marks and Franchisor is hereby irrevocably appointed and designated as Franchisee's attorney-in-fact so to do. Franchisee shall not imprint or authorize any person to imprint any of the Marks on any product without the express written approval of Franchisor. Franchisee shall not use the Marks in connection with any offering of securities or any request for credit without the prior express written approval of Franchisor. Franchisor may withhold or condition any approval related to the Marks, including those described in this Section, in its discretion. During the Term, Franchisee shall identify the Franchised Restaurant as an independently owned and operated franchise of Franchisor, in the form and manner specified by Franchisor, including on all invoices, order forms, receipts, checks, business cards, on posted notices located the Location and in other media and advertisements as Franchisor may direct from time to time.

11.2 Non-Use of Trade Name. If Franchisee is an Entity, it shall not use Franchisor's Marks, or Franchisor's trade name, or any words or symbols which are confusingly phonetically or visually similar to the Marks, as all or part of Franchisee's name.

11.3 Use of Other Trademarks. Franchisee shall not display the trademark, service mark, trade name, insignia or logotype of any other person or Entity in connection with the operation of the Franchised Restaurant without the express prior written consent of Franchisor, which may be withheld in its discretion.

11.4 Use of Patents. Franchisor has a pending application for registration of a patent with the USPTO to be used in connection with the operation of Blaze Pizza Restaurants and may create, use and license other patents for the same use (the "**Patent**"). Franchisee's right to use the Patent is derived only from this Agreement and limited to operating the Franchised Restaurant according to this Agreement and all requirements Franchisor prescribes. Any unauthorized use of the Patent by Franchisee is a breach of this Agreement and infringes Franchisor's rights in the Patent. Franchisee acknowledges and agrees that any unauthorized use of the Patent will cause Franchisor irreparable harm for which there is no adequate remedy at law and will entitle Franchisor to injunctive relief. Franchisee acknowledges and agrees that its use of the Patent. All provisions of this Agreement relating to the Patent apply to any additional patents Franchisor authorizes Franchisee to use. Franchisee may not at any time during or after this Agreement's term contest or assist any other person in contesting the validity of, or Franchisor's ownership of, the Patent.

11.5 Non-ownership of Marks and Patent. Nothing herein shall give Franchisee, and Franchisee shall not assert, any right, title or interest in Franchisor's trade dress, or to any of the Marks, the Patent or the goodwill annexed thereto, except a mere privilege and license during the term hereof, to display and use the same according to the terms and conditions herein contained.

11.6 Defense of Marks and Patent. If Franchisee receives notice, or is informed, of any claim, suit or demand against Franchisee on account of any alleged infringement, unfair competition, or similar matter on account of its use of the Marks and/or Patent in accordance with the terms of this Agreement, Franchisee shall notify Franchisor of any such claim, suit or demand no later than three days within

Franchisee's receipt or knowledge of such claim. Thereupon, Franchisor shall take such action as it may deem necessary and appropriate to protect and defend Franchisee against any such claim by any third party. Franchisee shall not settle or compromise any such claim by a third party without the prior written consent of Franchisor. Franchisor shall have the sole right to defend, compromise or settle any such claim, in its discretion, at Franchisor's sole cost and expense, using attorneys of its own choosing, and Franchisee shall cooperate fully with Franchisor in connection with the defense of any such claim. Franchisee may participate at its own expense in such defense or settlement, but Franchisor's decisions with regard thereto shall be final.

11.7 Prosecution of Infringers. If Franchisee shall receive notice or is informed or learns that any third party, which it believes to be unauthorized to use the Franchisor's trade dress, Marks or Patent, is using Franchisor's trade dress, Marks or Patent or any variant thereof, Franchisee shall promptly notify Franchisor of the facts relating to such alleged infringing use. Thereupon, Franchisor shall, in its discretion, determine whether or not it wishes to take any action against such third person on account of such alleged infringement of the trade dress, Marks and/or Patent. Franchisee shall have no right to make any demand against any such alleged infringer or to prosecute any claim of any kind or nature whatsoever against such alleged infringer for or on account of such infringement.

11.8 Modification. From time to time, in the Blaze Standards Guidelines or in directives or bulletins supplemental thereto, Franchisor may add to, delete or modify any or all of the Marks, trade dress and Patents. Franchisee shall, at its cost and expense, use, or cease using, as may be applicable, the Marks, trade dress and/or Patents, including any such modified or additional trade names, trademarks, service marks, logotypes and commercial symbols, in strict accordance with the procedures, policies, rules and regulations contained in the Blaze Standards Guidelines or in written directives issued by Franchisor to Franchisee, as though they were specifically set forth in this Agreement. Except as Franchisor may otherwise direct, Franchisee shall implement any such change within 60 days after notice thereof by Franchisor, at Franchisee's expense.

11.9 Acts in Derogation. Franchisee agrees that Franchisor's trade dress, the Marks and the Patent are the exclusive property of Franchisor and/or its Affiliates and Franchisee now asserts no claim and will hereafter assert no claim to any goodwill, reputation or ownership thereof by virtue of Franchisee's licensed and/or franchised use thereof, or otherwise. Franchisee further agrees that it is familiar with the standards and high quality of the use by Franchisor and others authorized by Franchisor of the trade dress, Marks and Patent in the operation of Restaurants, and agrees that Franchisee will maintain this standard in its use of the Marks, trade dress and Patent. All use of the Marks, trade dress and Patent by Franchisee inures to the benefit of Franchisor. Franchisee shall not contest or assist anyone in contesting at any time during or after the Term, in any manner, the validity of any Mark or Patent or any such registration thereof and shall maintain the integrity of the Marks and Patent. Franchisee shall not do or permit any act or thing to be done in derogation of any of the rights of Franchisor or its Affiliates in connection with the same, either during the Term of this Agreement or thereafter, and that it will use the Marks, trade dress and Patent only for the uses and in the manner licensed and/or franchised hereunder and as herein provided. Without limiting the foregoing, Franchisee shall not: (i) interfere in any manner with, or attempt to prohibit, the use of Franchisor's Patent, trade dress and/or the Marks by any other franchisee or licensee of Franchisor; or (ii) divert or attempt to divert any business or any customers of the Franchised Restaurant to any other person or Entity, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Marks and/or Patent.

11.10 Assumed Name Registration. If Franchisee is required to do so by Applicable Law, Franchisee shall promptly upon the execution of this Agreement file with applicable Governmental Authorities, a notice of its intent to conduct its business under the name "Blaze Pizza" with only such additional prefix or suffix as may be required by Franchisor from time to time. Promptly upon the expiration or termination of this Agreement for any reason whatsoever, Franchisee shall promptly execute and file such documents as may be necessary to revoke or terminate such assumed name registration, and if Franchisee shall fail to promptly execute and file such documents as may be necessary to effectively revoke and terminate such assumed name registration, Franchisee hereby irrevocably appoints Franchisor as its attorney-in-fact to do so for and on behalf of Franchisee.

11.11 Indemnification of Marks. Provided that Franchisee is in compliance with this Agreement, Franchisor will indemnify Franchisee and Franchisee's Owners and hold them harmless for, from and against any and all costs and expenses incurred by any of them as a result of or in connection with any claim asserted against Franchisee and/or Franchisee's Owners based upon the violation of any third party's intellectual property rights caused by Franchisee's use of the Marks in compliance with the terms of this Agreement and the Blaze Standards Guidelines. Franchisee must promptly notify Franchisor of any such claim and agrees to fully cooperate with Franchisor in the defense of any such claim.

11.12 Photo/Video Release. Franchisee acknowledges and authorizes Franchisor to use its likeness and the Restaurant's likeness in a photograph in any and all of Franchisor's publications, including printed and digital publications and on websites. Franchisee agrees and understands that any photograph using such likeness will become Franchisor's property and will not be returned. Franchisee agrees and irrevocably authorizes Franchisor to edit, alter, copy, exhibit, publish or distribute any photograph of Franchisee or of the Restaurant for any lawful purpose. Franchisee agrees and waives any rights to royalties or any other compensation related to Franchisor's use of any photograph of Franchisee. Franchisee agrees to hold harmless and forever discharge Franchisor from all claims, demands, and causes of action which Franchisee may have in connection with this authorization.

ARTICLE 12
COVENANTS REGARDING OTHER BUSINESS INTERESTS

12.1 Non-Competition. Franchisee acknowledges that the System is distinctive and has been developed by Franchisor and/or its Affiliates at great effort, time, and expense, and that Franchisee has regular and continuing access to valuable and confidential information, training, and trade secrets regarding the System. Franchisee recognizes its obligations to keep confidential such information as set forth herein. Franchisee therefore agrees as follows:

12.1.1 During the Term, no Restricted Person or Restaurant Manager shall in any capacity, either directly or indirectly, through one or more affiliated Entities: (i) engage in any Competitive Activities at any location, unless Franchisor shall consent thereto in writing; or (ii) divert or attempt to divert any business or any customers of the Franchised Restaurant to any other person or Entity, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Marks.

12.1.2 To the extent permitted by Applicable Law, upon: (i) the expiration or termination of this Agreement; (ii) the occurrence of any Assignment; or (iii) the cession of any Restricted Person's relationship with Franchisee, each person who was a Restricted Person before such event shall not for a period of two years thereafter, either directly or indirectly, own, operate, advise, be employed by, or have any financial interest in any business engaged in Competitive Activities: (a) within the Territory; or (b) within an area within five miles from any then-existing Restaurant, without the Franchisor's prior written consent. In applying for such consent, Franchisee will have the burden of establishing that any such activity by it will not involve the use of benefits provided under this Agreement or constitute unfair competition with Franchisor or other franchisees or area developers of the Franchisor.

12.2 Trade Secrets.

12.2.1 Franchisor possesses and continues to develop, and during the course of the relationship established hereunder, Restricted Persons may have access to, proprietary and confidential information, including the Trade Secrets, proprietary software (and related documentation) recipes, secret ingredients, specifications, procedures, concepts and methods and techniques of developing and operating a Restaurant and producing Authorized "Blaze Pizza" Products. Franchisor may disclose certain of its Trade Secrets to Restricted Persons in the Blaze Standards Guidelines, bulletins, supplements, confidential correspondence, or other confidential communications, and through the Franchisor's training program and other guidance and management assistance, and in performing Franchisor's other obligations and exercising Franchisor's rights under this Agreement. "Trade Secrets" shall not include information which: (a) has entered the public domain or was known to Franchisee prior to Franchisor's disclosure of such information to Franchisee, other than by the breach of an obligation of confidentiality owed (by anyone) to Franchisor or its Affiliates; (b) becomes known to the Restricted Persons from a source other than Franchisor or its Affiliates and other than by the breach of an obligation of confidentiality owed (by anyone) to Franchisor or its Affiliates; or (c) was independently developed by Franchisee without the use or benefit of any of the Franchisor's Trade Secrets. The burden of proving the applicability of the foregoing will reside with Franchisee.

12.2.2 Each Restricted Person shall acquire no interest in the Trade Secrets other than the right to use them in developing and operating the Franchised Restaurant during the Term of this Agreement. A Restricted Person's duplication or use of the Trade Secrets in any other endeavor or business shall constitute an unfair method of competition. Each Restricted Person shall: (i) not use the Trade Secrets in any business or other endeavor other than in connection with the Franchised Restaurant; (ii) maintain absolute confidentiality of the Trade Secrets during and after the Term of this Agreement; and (iii) make no unauthorized copy of any portion of the Trade Secrets, including the Blaze Standards Guidelines, bulletins, supplements, confidential correspondence, or other confidential communications, whether written or oral. Franchisee shall operate the Restaurant and implement all reasonable procedures prescribed from time to time by Franchisor to prevent unauthorized use and disclosure of the Trade Secrets, including, implementing restrictions and limitations as Franchisor may prescribe on disclosure to employees and use of non-disclosure and non-competition provisions in employment agreements with employees who may have access to the Trade Secrets. Promptly upon Franchisor's request, Franchisee shall deliver executed copies of such agreements to Franchisor. If Franchisee has any reason to believe that any employee has violated the provisions of the confidentiality and non-competition agreement, Franchisee shall promptly notify Franchisor and shall cooperate with Franchisor to protect Franchisor against infringement or other unlawful use including, but not limited to, the prosecution of any lawsuits if, in the judgment of Franchisor, such action is necessary or advisable. Without limiting the foregoing, Franchisor may also impose reasonable restrictions and conditions, from time to time, on the disclosure of financial or statistical information in connection with the sale or potential sale of the Franchised Restaurant, including the execution of confidentiality agreements.

12.2.3 In view of the importance of the Marks and the Trade Secrets and the incalculable and irreparable harm that would result to the parties in the event of a default of the covenants and agreements set forth herein in connection with these matters, the parties agree that each party shall have the right in a proper case to obtain specific performance, temporary restraining orders and temporary or preliminary injunctive relief from a court of competent jurisdiction to enforce the covenants and agreements in this Agreement, in addition to any other relief to which such party may be entitled at law or in equity. Each party submits to the exclusive jurisdiction of the courts of the State of California and the U.S. federal courts sitting in Los Angeles, California for purposes thereof. The parties agree that venue for any such proceeding shall be the state and federal courts located in Los Angeles, California. Franchisee agrees that Franchisor may have temporary or preliminary injunctive relief without bond, but upon due notice, and Franchisee's sole remedy in the event of the entry of such injunctive relief will be the dissolution of the injunctive relief, if warranted, upon hearing duly had (all claims for damages by reason of the wrongful issuance of any the injunction being expressly waived).

12.3 Confidentiality and Press Releases. Franchisee shall not disclose the substance of this Agreement to any third party except as necessary to inform lessors from which it is seeking Leases or lessors which are parties to Leases in order to obtain renewals of, or avoid terminations of, such Leases or as necessary to obtain any Permits or other approvals, or to the extent required by the lawful order of any court of competent jurisdiction or federal, state, or local agency having jurisdiction over Franchisee, provided that Franchisee shall give Franchisor prior notice of such disclosure. Unless disclosure is required by Applicable Law, no public communication, press release or announcement regarding this Agreement, the transactions contemplated hereby or the operation of the Franchised Restaurant or any Crisis Management Event shall be made by Franchisee without the written approval of Franchisor in advance of such press release announcement, or public communication.

12.3.1 Franchisee must follow all reasonable procedures Franchisor prescribes to prevent unauthorized use and disclosure of Franchisor's policies and the contents of Franchisor's Blaze Standards Guidelines, marketing concepts, and operating methods and techniques (the "**Confidential Materials and Practices**"), which may include limiting access to confidential information to management employees with a need to know, and requiring such persons to execute non-disclosure agreements.

12.3.2 Notwithstanding the foregoing, the restrictions on the disclosure and use of the Trade Secrets or Confidential Materials and Practices will not apply to disclosure of Trade Secrets or Confidential Materials and Practices: (i) made in confidence to a government official, either directly or indirectly, or to an attorney, solely for the purpose of reporting or investigating a suspected violation of law; (ii) made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal; and (iii) made in cases of suit for retaliation based on the reporting of a suspected violation of law, disclosure of Trade Secrets or Confidential Materials and Practices to an attorney and for use of the Trade Secrets or Confidential Materials and Practices in such court proceeding, so long as any document containing the Trade Secrets or Confidential Materials and Practices is filed under seal and Trade Secrets or Confidential Materials and Practices is not otherwise disclosed except pursuant to court order.

12.4 Effect of Applicable Law. In the event any portion of the covenants in this Article violates laws affecting Franchisee or is held invalid or unenforceable in a final judgment to which Franchisor and Franchisee are parties, then the maximum legally allowable restriction permitted by law shall control and bind Franchisee. Franchisor may at any time unilaterally reduce the scope of any part of the above covenants, and Franchisee shall comply with any such reduced covenant upon receipt of written notice. The provisions of this Article shall be in addition to and not in lieu of any other confidentiality obligation of Franchisee, or any other person, whether pursuant to another agreement or pursuant to Applicable Law.

12.5 Business Practices. Franchisee represents, warrants and covenants to Franchisor that:

12.5.1 As of the date of this Agreement, Franchisee and each of its Owners (if Franchisee is an Entity) shall be and, during the Term shall remain, in full compliance with all applicable laws in each jurisdiction in which Franchisee or any of its Owners (if Franchisee is an Entity), as applicable, conducts business that prohibits unfair, fraudulent or corrupt business practices in the performance of its obligations under this Agreement and related activities, including the following prohibitions:

(a) No government official, official of an international organization, political party or official thereof, or candidate is an owner or has any investment interest in the revenues or profit of Franchisee;

(b) None of the property or interests of Franchisee or any of its Owners is subject to being "blocked" under any Anti-Terrorism Laws. Neither Franchisee, nor any of its respective funding sources (including any legal or beneficial owner of any equity in Franchisee) or any of its Affiliates is or has ever been a terrorist or suspected terrorist within the meaning of the Anti-Terrorism Laws or identified by name or address on any Terrorist List. Each of Franchisee and its Owners must comply with Applicable Law, including all such Anti-Terrorism Laws;

(c) Neither Franchisee nor any of its Owners conducts any activity, or has failed to conduct any activity, if such action or inaction constitutes a money laundering crime, including any money laundering crime prohibited under the International Money Laundering Abatement and Anti-Terrorist Financing Act, as amended, and any amendments or successors thereto; and

(d) Franchisee is neither directly or indirectly owned nor controlled by the government of any country that is subject to a United States embargo. Nor does Franchisee or its Owners act directly or indirectly on behalf of the government of any country that is subject to a United States embargo.

12.5.2 Franchisee has taken all necessary and proper action required by Applicable Law and has the right to execute this Agreement and perform under all of its terms. Franchisee shall implement and comply with anti-money laundering policies and procedures that incorporate "know-your-customer" verification programs and such other provisions as may be required by applicable law.

12.5.3 Franchisee shall implement procedures to confirm, and shall confirm, that: (a) none of Franchisee, any person or entity that is at any time a legal or beneficial owner of any interest in Franchisee or that provides funding to Franchisee is identified by name or address on any Terrorist List or is an Affiliate of any person so identified; and (b) none of the property or interests of Franchisee is subject to being "blocked" under any Anti-Terrorism Laws.

12.5.4 Franchisee shall promptly notify Franchisor upon becoming aware of any violation of this Section or of information to the effect that any person or entity whose status is subject to confirmation pursuant to Section 12.5.3 above is identified on any Terrorist List, any list maintained by OFAC or to being "blocked" under any Anti-Terrorism Laws, in which event Franchisee shall cooperate with Franchisor in an appropriate resolution of such matter.

12.5.5 In accordance with Applicable Law, none of Franchisee nor any of its Affiliates, principals, partners, officers, directors, managers, employees, agents or any other persons working on their behalf, shall offer, pay, give, promise to pay or give, or authorize the payment or gift of money or anything of value to any officer or employee of, or any person or entity acting in an official capacity on behalf of, the Governmental Authority, or any political party or official thereof or while knowing that all or a portion of such money or thing of value will be offered, given or promised, directly or indirectly, to any official, for the purpose of: (a) influencing any action or decision of such official in his or its official capacity; (b) inducing such official to do or omit to do any act in violation of his or its lawful duty; or (c) inducing such official to use his or its influence with any Governmental Authority to affect or influence any act or decision of such Governmental Authority in order to obtain certain business for or with, or direct business to, any person.

12.6 Customer Data. Without limiting the generality of anything else contained herein, all data that Franchisee collects, creates, provides or otherwise develops (including, but not limited to information regarding customers) is (and will be) owned exclusively by Franchisor, and Franchisor will have the right to use such data in any manner that Franchisor deems appropriate without compensation to Franchisee. Copies and/or originals of such data must be provided to Franchisor upon its request. Franchisor hereby licenses use of such data back to Franchisee, at no additional cost, solely for the term of this Agreement and solely for Franchisee's use in connection with the Franchised Restaurant under this Agreement. Franchisee agrees to provide Franchisor with the information that it reasonably requires with respect to data and cybersecurity requirements. Franchisee is required to safeguard any such data using commonly accepted practices in the restaurant industry as well as comply with any laws or regulations regarding data protection.

12.7 Survival. The provisions of this Article shall not limit, restrain or otherwise affect any right or cause of action which may accrue to Franchisor for any infringement of, violation of, or interference with, this Agreement, or Franchisor's Marks, System, Trade Secrets, or any other proprietary aspects of Franchisor's business.

ARTICLE 13
NATURE OF INTEREST, ASSIGNMENT

13.1 Assignment by Franchisor. This Agreement is fully transferable by Franchisor, in whole or in part, without the consent of Franchisee and shall inure to the benefit of any transferee or their legal successor to Franchisor's interests herein; provided, however, that such transferee and successor shall expressly agree to assume Franchisor's obligations under this Agreement. Without limiting the foregoing, Franchisor may: (i) assign any or all of its rights and obligations under this Agreement to an Affiliate; (ii) sell its assets, its marks, or its System outright to a third party; (iii) engage in a public offering of its securities; (iv) engage in a private placement of some or all of its securities; (v) merge, acquire other corporations, or be acquired by another corporation; or (vi) undertake a refinancing, recapitalization, leveraged buy-out or other economic or financial restructuring. Franchisor shall be permitted to perform such actions without liability or obligation to Franchisee who expressly and specifically waives any claims, demands or damages arising from or related to any or all of the above actions (or variations thereof). Franchisor shall have no liability for the performance of any obligations contained in this Agreement after the effective date of such transfer or assignment. In connection with any of the foregoing, at Franchisor's request, Franchisee shall deliver to Franchisor a statement in writing certifying: (a) that this Agreement is unmodified and in full force and effect (or if there have been modifications that the Agreement as modified is in full force and effect and identifying the modifications); (b) that Franchisee is not in default under any provision of this Agreement, or if in default, describing the nature thereof in detail; and (c) as to such other matters as Franchisor may reasonably request; and Franchisee agrees that any such statements may be relied upon by Franchisor and any prospective purchaser, assignee or lender of Franchisor.

13.2 Assignment by Franchisee.

13.2.1 The rights and duties created by this Agreement are personal to Franchisee. This Agreement has been entered into by Franchisor in reliance upon and in consideration of the singular individual or collective character, reputation, skill attitude, business ability, and financial capacity of Franchisee, or if applicable, its Owners who will actively and substantially participate in the development ownership and operation of the Franchised Restaurant. Accordingly, except as otherwise may be permitted herein, neither Franchisee nor any Owner (other than Franchisor, if applicable) shall, without Franchisor's prior written consent, cause or permit any Assignment. Any such purported Assignment occurring by operation of law or otherwise without Franchisor's prior written consent shall constitute a default of this Agreement by Franchisee and shall be null and void. Except in the instance of Franchisee advertising to sell the Franchised Restaurant and assign this Agreement in accordance with the terms hereof, Franchisee shall not, without Franchisor's prior written consent, offer for sale or transfer at public or private auction or advertise publicly for sale or transfer, the furnishings, interior and exterior decor items, supplies, fixtures, equipment, Franchisee's Lease or the real or personal property used in connection with the Franchised Restaurant. Franchisee may not make any Assignment to a public Entity, or to any Entity whose direct or indirect parent's securities are publicly traded and no shares of Franchisee or any Owner of Franchisee may be offered for sale through the public offering of securities. To the extent that any prohibition on the pledge, hypothecation, encumbrance or granting of a security interest in this Agreement or the assets of the Franchised Restaurant may be ineffective under Applicable Law, Franchisee shall provide not less than 10 days prior written notice (which notice shall contain the name and address of the secured party and the terms of such pledge, hypothecation, encumbrance or security interest) of any pledge, encumbrance, hypothecation or security interest in this Agreement or the assets of the Franchised Restaurant.

13.2.2 If Franchisee is an Entity, Franchisee shall promptly provide Franchisor with written notice (stating such information as Franchisor may from time to time require) of each and every transfer, assignment and encumbrance by any Owner of any direct or indirect Equity or voting rights in Franchisee, notwithstanding that the same may not constitute an "Assignment."

13.2.3 Franchisor will not unreasonably withhold its consent to any Assignment which is subject to the restrictions of this Article, provided however, Franchisor may impose any reasonable condition to the granting of its consent, and requiring Franchisee to satisfy any or all of the following conditions shall be deemed reasonable:

(a) Franchisee's written request for Franchisor's consent to Assignment must be accompanied by a detailed description of the price and all material terms and conditions of the proposed Assignment and the identity of the proposed assignee and such other information as Franchisor may reasonably request;

(b) Franchisee's written request for consent to any Assignment must be accompanied by an offer to Franchisor of a right of first refusal to purchase the interest which is proposed to be transferred, on the same terms and conditions offered by the third party; provided that Franchisor may substitute cash for any non-cash consideration proposed to be given by such third party (in an amount determined by Franchisor reasonably and in good faith as the approximate equivalent value of said non-cash consideration); and provided further that Franchisee shall make representations and warranties to Franchisor customary for transactions of the type proposed (the "**ROFR**"). Franchisor shall have the option to assign the ROFR to a designee upon written notice to Franchisee. If Franchisor (or its designee) elects to exercise the ROFR, Franchisor or its designee, as applicable, shall send written notice of such election to Franchisee within 60 days of receipt of Franchisee's request (the "**ROFR Period**"). If Franchisor (or its designee) elects to exercise the ROFR, the training and transfer/administrative fees due by Franchisee in accordance with this Agreement shall be waived by Franchisor, and the closing of the transaction shall occur within 60 days following the date of Franchisor's acceptance. Any material change in the terms of an offer prior to closing (or the failure to close the transaction within 60 days following the written notice provided by Franchisee) shall cause it to be deemed a new offer, subject to the same right of first refusal by Franchisor, or its third party designee, as in the case of the initial offer. Franchisor's failure to exercise such ROFR shall not constitute consent to the transfer or a waiver of any other provision of this Agreement, including any of the requirements of this Article with respect to the proposed transfer. The ROFR is fully assignable by Franchisor. Without waiving any other rights provided for herein or otherwise, Franchisor hereby waives its ROFR if the proposed transferee/assignee is an immediate family member of Franchisee;

(c) The Franchisee shall not be in default under the terms of this Agreement (or any other related agreement), the Blaze Standards Guidelines or any other obligations owed Franchisor, and all of its then-due monetary obligations to Franchisor shall have been paid in full;

(d) The Franchisee, and its Owners, if the Franchisee is an Entity, shall execute a general release under seal, in a form prescribed by Franchisor, of any and all claims against Franchisor, its Affiliates, Owner(s), directors, officers, agents and employees;

(e) The transferee/assignee shall have demonstrated to Franchisor's satisfaction that it meets all of Franchisor's then-current requirements for new Restaurant operators or for holders of an interest in a franchise or license, including possession of good moral character and reputation, satisfactory credit ratings, acceptable business qualifications, the ability to obtain or acquire the license(s) and permit(s) necessary for the sale of alcoholic beverages, and the ability to fully comply with the terms of this Agreement;

(f) neither the transferee/assignee nor its owners (if the transferee is an Entity) or Affiliates are engaged in any Competitive Activities;

(g) The transferee/assignee shall have either: (a) assumed this Agreement by a written assumption agreement approved by Franchisor, or has agreed to do so at closing, and at closing executes an assumption agreement approved by Franchisor; provided however, that such assumption shall not relieve Franchisee (as transferor/assignor) of any such obligations; or (b) at Franchisor's option, shall have executed a replacement franchise agreement and related documents, including but not limited to guaranty, on the then-current standard forms used by Franchisor in the state in which the Franchised Restaurant is being operated, provided, however, that the term of replacement franchise agreement shall be the remaining term of this Agreement, and, at the Franchisor's request, the transferor/assignor shall have executed a continuing guaranty in favor of Franchisor of the performance and payment by the transferee/assignee of all obligations and debts to Franchisor and its Affiliates under the replacement franchise agreement;

(h) The assignee shall agree to refurbish the Franchised Restaurants needed (in Franchisor's discretion) to match the building design, trade dress, color scheme and presentation then used by Franchisor within the 12 month period preceding the assignment for its (or its Affiliates') Restaurant (such refurbishment may include remodeling, redecoration and modifications to existing improvements);

(i) There shall not be any suit, action, or proceeding pending, or to the knowledge of Franchisee any suit, action, or proceeding threatened, against Franchisee with respect to the Franchised Restaurant;

(j) Upon submission of Franchisee's request for Franchisor's consent to any proposed transfer or assignment, Franchisee shall pay to Franchisor a non-refundable $1,000 deposit. If Franchisor approves such transfer or assignment, Franchisee shall pay to Franchisor at such time, the remaining balance of the administrative/transfer fee, which is equal to fifty percent (50%) of Franchisor's then-current initial franchise fee (or $15,000 if Franchisor is not then-offering franchises for sale) and is non-refundable under any circumstances;

(k) The transferee/assignee, its operating principal, Restaurant Manager and other employees responsible for the operation of the Franchised Restaurant shall have satisfactorily completed Franchisor's BSTP and paid all fees related thereto; and

(l) The transferor/assignor will reimburse Franchisor upon receipt of Franchisor's invoice for any broker or other placement fees Franchisor incurs as a result of the transfer.

(m) If this Agreement has been executed pursuant to an Area Development Agreement with Franchisor (whether or not such agreement remains in effect), then:

(i) If three or fewer Franchised Restaurants are operated pursuant to the Area Development Agreement, all Franchised Restaurants operated pursuant to the Area Development Agreement must be included in the proposed transfer; or

(ii) If four or more Franchised Restaurants are operated pursuant to the Area Development Agreement, at least half of all Franchised Restaurants operated pursuant to the Area Development Agreement must be included in the proposed transfer.

13.2.4 Franchisor's consent to an Assignment shall not constitute a waiver of any claims it may have against the transferring party arising out of this Agreement or otherwise, including: (a) any payment or other duty owed by Franchisee to Franchisor under this Agreement before such Assignment; or (b) Franchisee's duty of indemnification and defense as set forth in Section 17.1 of this Agreement, whether before or after such Assignment; or (c) the obligation to obtain Franchisor's consent to any subsequent transfer.

13.3 Entity Franchisee. If a Franchisee is an Entity, the following provisions will apply:

13.3.1 Franchisee represents and warrants that the information set forth in Attachment B, which is annexed hereto and by this reference made a part hereof, is accurate and complete in all material respects. Franchisee shall notify Franchisor in writing within 10 days of any change in the information set forth in Attachment B, and shall submit to Franchisor a revised Attachment B, certified by Franchisee as true, correct and complete and upon acceptance thereof by Franchisor shall be annexed to this Agreement as Attachment B. Franchisee promptly shall provide such additional information as Franchisor may from time to time request concerning all persons who may have any direct or indirect financial interest in Franchisee.

13.3.2 All of Franchisee's organizational documents (including articles of partnership, partnership agreements, articles of incorporation, articles of organization, bylaws, shareholders agreements, trust instruments, or their equivalent) will provide that the issuance and transfer of any interest in Franchisee is restricted by the terms of this Agreement, and that sole purpose for which Franchisee is formed (and the sole activity in which Franchisee is or will be engaged) is the development and operation of Restaurant, pursuant to one or more franchise agreements from Franchisor. Franchisee shall submit to Franchisor, upon the execution of this Agreement and thereafter from time to time upon Franchisor's request, a resolution of Franchisee (or its governing body) confirming that Franchisee has complied with this provision.

13.3.3 All present and future Owners of a ten percent (10%) or more (directly or indirectly), in the aggregate, of the Equity or voting rights in Franchisee and all spouses of such persons, will execute a written guaranty in a form prescribed by Franchisor, personally, irrevocably and unconditionally guaranteeing, jointly and severally, with all other guarantors, the full payment and performance of Franchisee's obligations to Franchisor and to Franchisor's Affiliates. Such Owners hereby personally and unconditionally guarantee without notice, demand or presentment, the payment of all of Franchisee's monetary obligations under this Agreement and any other agreement between Franchisee and Franchisor and/or Franchisor's Affiliates, as if each were an original party to this or any other agreement in his or her individual capacity. All such personal guarantors further agree to be bound by the restrictions upon Franchisee's activities upon transfer, termination or expiration and non-renewal of this Agreement as if each were an original party to this Agreement in his or her individual capacity. Such persons must execute Franchisor's prescribed form of Continuing Guaranty attached hereto as Attachment C contemporaneously with the execution of this Agreement.

13.3.4 Securities, partnership or other ownership interests in Franchisee may not be offered to the public under the Securities Act of 1933, as amended, nor may they be registered under the Securities Exchange Act of 1934, as amended, or any comparable federal, state or foreign law, rule or regulation. Such interests may be offered by private offering or otherwise only with the prior written consent of Franchisor, which consent shall not be unreasonably withheld. All materials required for any such private offering by federal or state law shall be submitted to Franchisor for a limited review as discussed below prior to being filed with any governmental agency; and any materials to be used in any exempt offering shall be submitted to Franchisor for such review prior to their use. No such offering by Franchisee shall imply that Franchisor is participating in an underwriting, issuance or offering of securities of Franchisee or Franchisor, and Franchisor's review of any offering materials shall be limited solely to the subject of the relationship between Franchisee and Franchisor and its Affiliates. Franchisor may, at its option, require Franchisee's offering materials to contain a written statement prescribed by Franchisor concerning the limitations described in the preceding sentence. Franchisee, its Owners and the other participants in the offering must fully defend and indemnify Franchisor, and its Affiliates, their respective partners and the officers, directors, manager(s) (if a limited liability company), shareholders, members, partners, agents, representatives, independent contractors, servants and employees of each of them, from and against any and all losses, costs and liability in connection with the offering and shall execute any additional documentation required by Franchisor to further evidence this indemnity. For each proposed offering, Franchisee shall pay to Franchisor the greater of: (a) a non-refundable fee equal to fifty percent (50%) of Franchisor's then-current initial franchise fee; or (b) such greater amount as is necessary to reimburse Franchisor for its reasonable costs and expenses associated with reviewing the proposed offering, including legal and accounting fees. Franchisee shall give Franchisor written notice at least 30 days prior to the date of commencement of any offering or other transaction covered by this Section.

13.4 Assignment to a Controlled Entity.

13.4.1 If Franchisee is one or more individuals, and in the event that Franchisee proposes to transfer all of its interest in this Agreement and the assets of the Restaurant operated hereunder to an Entity formed by Franchisee solely for the convenience of ownership, Franchisee may (without paying the transfer fee specified in Section 13.2.3(j) of this Agreement), with Franchisor's written consent, transfer such interest and assets, provided, and on condition that:

(a) Upon Franchisor's request, Franchisee delivering to Franchisor a true, correct and complete copy of the transferee Entity's articles of incorporation or articles of organization, bylaws, operating agreement, partnership agreement, and other organizational documents, and Franchisor has accepted the same;

(b) the transferee Entity's articles of incorporation or articles of organization, bylaws, and operating agreement, as applicable, shall provide that its activities are confined exclusively to operating the Restaurant operated hereunder;

(c) Franchisee directly owns all of the Equity and voting rights of the transferee Entity;

(d) such Entity is in good standing in its jurisdiction of organization and each other jurisdiction where the conduct of its business or the operation of its properties requires it to be so qualified;

(e) the person designated by Franchisee as the Operating Principal has exclusive day-to-day operational control of the Franchised Restaurant;

(f) such Entity conducts no other business than the operation of Restaurants;

(g) such Entity assumes all of the obligations under this Agreement pursuant to written agreement, the form and substance of which shall be acceptable to Franchisor;

(h) Each individual comprising Franchisee, and all present and future Owners of ten percent (10%) or more (directly or indirectly), in the aggregate, of the Equity or voting rights of Franchisee and all spouses of such persons shall execute a written guaranty, in a form prescribed by Franchisor, personally, irrevocably and unconditional guaranteeing, jointly and severally, with all other guarantors, the full payment and performance of all of the obligations to Franchisor and its Affiliates under this Agreement;

(i) That none of the Owners of the Equity of the transferee Entity is, directly or indirectly, engaged in a Competitive Activity;

(j) At Franchisor's request, Franchisee shall, and shall cause each of its Affiliates who have executed a franchise agreement and each direct or indirect parent or subsidiary of such Affiliate, to execute and deliver to Franchisor a general release, on a form prescribed by Franchisor of any and all known and unknown claims against Franchisor and its Affiliates and their officers, directors, agents, shareholders and employees; and

(k) Franchisee shall reimburse Franchisor for all direct and indirect costs and expense it may incur in connection with the transfer, including attorney's fees.

13.4.2 In the event that Franchisee exercises its rights under Section 13.4.1 of this Agreement then Franchisee and such assignee Entity shall affirmatively covenant to continue to satisfy each of the conditions set forth in Section 13.4.1 of this Agreement throughout the term of this Agreement.

ARTICLE 14
DEFAULT AND TERMINATION

14.1 General. Franchisor shall have the right to terminate this Agreement only for "cause." "**Cause**" is hereby defined as a default of this Agreement. Franchisor shall exercise its right to terminate this Agreement upon notice to Franchisee upon the following circumstances and manners.

14.2 Automatic Termination Without Notice. Subject to Applicable Laws of the jurisdiction in which the Restaurant operated hereunder is located to the contrary, Franchisee shall be deemed to be in default under this Agreement, and all rights granted herein shall at Franchisor's election automatically terminate without notice to Franchisee if: (i) Franchisee shall be adjudicated bankrupt or judicially determined to be insolvent (subject to any contrary provisions of any applicable state or federal laws), shall admit to its inability to meet its financial obligations as they become due, or shall make a disposition for the benefit of its creditors; (ii) Franchisee shall allow a judgment against him in the amount of more than $25,000 to remain unsatisfied for a period of more than 30 days (unless a supersedeas or other appeal bond has been filed); (iii) the Franchised Restaurant, the Premises or the Franchisee's assets are seized, taken over or foreclosed by a government official in the exercise of its duties, or seized, taken over, or foreclosed by a creditor or lienholder provided that a final judgment against the Franchisee remains unsatisfied for 30 days (unless a supersedeas or other appeal bond has been filed); (iv) a levy of execution of attachment has been made upon the license granted by this Agreement or upon any property used in the Franchised Restaurant, and it is not discharged within five days of such levy or attachment; (v) Franchisee permits any recordation of a notice of mechanics lien against the Franchised Restaurant or any equipment at the Franchised Restaurant which is not released within 60 days, or if any person commences any action to foreclose on the Franchised Restaurant or said equipment; (vi) Franchisee allows or permits any judgment to be entered against Franchisor or any of its Affiliates, arising out of or relating to the operation of the Franchised Restaurant; (vii) a condemnation or transfer in lieu of condemnation has occurred; (viii) Franchisee or any of its Owners, officers, directors, or key employees is convicted of or pleads guilty or *nolo contendere* to a felony or any other crime or offense that is reasonably likely, in the sole opinion of Franchisor, to adversely affect the Franchisor's reputation, System, Marks or the goodwill associated therewith, or Franchisor's interest therein; provided, however that if the crime or offense is committed by an Owner other than an Operating Principal, then Franchisor may only terminate on account thereof if such Owner fails within 30 days after the conviction or guilty plea, whichever first occurs, to sell its interest in Franchisee to Franchisee's other Owners; or (ix) Franchisee's and any Restricted Person's failure to comply with Article 12 or Article 20 of this Agreement.

14.3 Option to Terminate Without Opportunity to Cure. Franchisee shall be deemed to be in default and Franchisor may, at its option, terminate this Agreement and all rights granted hereunder, without affording Franchisee any opportunity to cure the default, effective immediately upon receipt of notice by Franchisor upon the occurrence of any of the following events:

14.3.1 Abandonment. If Franchisee shall abandon the Franchised Restaurant. For purposes of this Agreement, "abandon" shall refer to: (i) Franchisee's failure, at any time during the term of this Agreement, to keep the Premises or Franchised Restaurant open and operating for business for a period of three consecutive days, except as provided in the Blaze Standards Guidelines; (ii) Franchisee's failure to keep the Premises or Franchised Restaurant open and operating for any period after which it is not unreasonable under the facts and circumstances for Franchisor to conclude that Franchisee does not intend to continue to operate the Franchised Restaurant'; (iii) Franchisee's failure to actively and continuously maintain and answer the telephone listed by Franchisee for the Franchised Restaurant solely with the "Blaze Pizza" name (as the same may be modified in accordance with this Agreement); (iv) the withdrawal of permission from the applicable lessor that results in Franchisee's inability to continue operation of the Franchised Restaurant; or (v) closing of the Franchised Restaurant required by Applicable Law if such closing was not the result of a violation of this Agreement by Franchisor.

14.3.2 Assignment, Death or Incapacity. If Franchisee shall purport to make any Assignment without the prior written consent of Franchisor; provided, however, that if the Franchised Restaurant continues to be operated in conformity with this Agreement: (i) upon prompt written request and upon the death or legal incapacity of a Franchisee who is an individual, Franchisor shall allow up to nine months after such death or legal incapacity for the heirs, personal representatives, or conservators (the "**Heirs**") of Franchisee either to enter into a new franchise agreement upon Franchisor's then current form (except that no initial franchise fee or transfer fee shall be charged), if Franchisor is subjectively satisfied that the Heirs meet Franchisor's standards and qualifications, or if not so satisfied to allow the Heirs to sell the Franchised Restaurant to a person approved by Franchisor; or (ii) upon prompt written request and upon the death or legal incapacity of an Owner owning twenty percent (20%) or more of the Equity or voting power of a corporate or limited liability company Franchisee, or a general or limited partner owning twenty percent (20%) or more of any of the Partnership Rights of a Franchisee which is a Partnership, Franchisor shall allow a period of up to nine months after such death or legal incapacity for the Heirs to seek and obtain Franchisor's consent to the transfer or Assignment of such stock, membership interests or Partnership Rights to the Heirs or to another person acceptable by Franchisor. Franchisor shall also have the right to exercise its Step-In Rights and appoint an Interim Manager in accordance Section 7.18 upon any such death or legal incapacity of Franchisee or such an Owner and, if Franchisor exercises such rights under Section 7.18, Franchisee, Franchisee's Owners, or the executor, administrator, personal representative, trustee or heirs of such person must comply with and pay all fees to Franchisor under Section 7.18. If, within said nine month period, the Heirs fail either to enter into a new franchise agreement or to sell the Franchised Restaurant to a person approved by Franchisor pursuant to this Agreement, or fail either to receive Franchisor's consent to the Assignment of such Equity to the Heirs or to another person acceptable by Franchisor, as provided in this Agreement, this Agreement shall thereupon automatically terminate;

14.3.3 Repeated Defaults. Franchisee (a) fails on three (3) or more separate occasions within any twelve (12) consecutive month period to comply with this Agreement, whether or not Franchisor notifies Franchisee of the failures, and, if Franchisor does notify Franchisee of the failures, whether or not Franchisee corrects the failures after Franchisor's delivery of notice to Franchisee; or (b) fails on two (2) or more separate occasions within any six consecutive month period to comply with the same obligation under this Agreement, whether or not Franchisor notifies Franchisee of the failures, and, if Franchisor does notify Franchisee of the failures, whether or not Franchisee corrects the failures after Franchisor's delivery of notice to Franchisee.

14.3.4 Violation of Law. If Franchisee fails, for a period of 10 days after having received notification of non-compliance from Franchisor or any governmental or quasi-governmental agency or authority, to comply with any federal, state or local law or regulation applicable to the operation of the Franchised Restaurant.

14.3.5 Sale of Unauthorized Products. If Franchisee sells unauthorized products to the public after notice of default and thereafter sells such products, whether or not Franchisee has cured the default after one or more notices.

14.3.6 Under-Reporting. If an audit or investigation conducted by Franchisor hereof discloses that Franchisee has knowingly maintained false books or records, or submitted false reports to Franchisor, or knowingly understated its Gross Sales or withheld the reporting of same as herein provided, and, without limiting the foregoing, if, on three or more occasions in any single 36 month period, any audits or other investigations reveals an under-reporting or under-recording error of two percent (2%) or more, or on any single occasion any audit or other investigation reveals an under-reporting or under-recording of five percent (5%) or more.

14.3.7 Intellectual Property Misuse. If Franchisee materially misuses or makes any unauthorized use of the Marks or otherwise materially impairs the goodwill associated therewith or Franchisor's rights therein, or takes any action which reflects materially and unfavorably upon the operation and reputation of the Franchised Restaurant, the System, or the "Blaze Pizza" brand generally. Franchisee's unauthorized use, disclosure, or duplication of the "Trade Secrets", excluding independent acts of employees or others if Franchisee shall have exercised its best efforts to prevent such disclosures or use.

14.3.8 Misrepresentation. If Franchisee makes any material misrepresentations relating to the acquisition of this Agreement.

14.3.9 Health or Safety Violations. Franchisee's conduct of the Franchised Restaurant is so contrary to this Agreement, the System and the Blaze Standards Guidelines as to constitute an imminent danger to the public health (for example, selling spoiled food knowing that the food products are spoiled or allowing a dangerous condition arising from a failure to strictly comply with any health code or ordinance or other Applicable Law to continue despite Franchisee's knowledge of such condition), or selling expired or other unauthorized products to the public after notice of default and continuing to sell such products whether or not Franchisee has cured the default after one or more notices.

14.3.10 Failure to Open. Franchisee does not open the Franchised Restaurant for business within the time period required in Section 5.1.2 of this Agreement.

14.3.11 Customer Complaints. Franchisee does not adequately and/or timely respond to customer complaints at the Franchised Restaurant as required in Section 9.7 of this Agreement.

14.3.12 Failure to Obtain Location. Franchisee does not locate the Location within the time period required in Section 5.1.1 of this Agreement.

14.3.13 Loss of Premises. Franchisee loses the right to occupy the Premises.

14.3.14 Repeated Failure of Quality Assurance and Food Safety Audit. Franchisee fails Franchisor's Quality Assurance and Food Safety Audit on three (3) or more separate occasions, whether or not Franchisor notifies Franchisee of the failures, and, if Franchisor does notify Franchisee of the failures, whether or not Franchisee corrects the failures after Franchisor's delivery of notice to Franchisee.

14.3.15 Dishonest Conduct. Franchisee (or any of its Owners) engage in any dishonest or unethical conduct which, in Franchisor's opinion, adversely affects the Restaurant's reputation or the goodwill associated with the Marks.

14.3.16 Failure to Maintain Insurance. Franchisee fails to maintain the insurance Franchisor requires and does not correct the failure within ten (10) days after Franchisor delivers written notice of that failure to Franchisee.

14.3.17 Illicit Conduct. Franchisee, its Owners, its Affiliates or any of their investors, representatives or employees make any illicit statements, including any social media posts or any other unlawful, threatening, abusive, libelous, defamatory, obscene, vulgar, pornographic, gambling-related, drug-related, alcohol-related, profane, racist, sexually explicit or indecent comments that in Franchisor's opinion negatively affects Franchisor, its employees, its operations or otherwise affects the Restaurant's reputation or the goodwill associated with the Marks.

14.3.18 Failure to Complete Training. If Franchisee, the initial Operating Principal or the initial Restaurant Manager fails to complete all phases of the BSTP or the Extra Practice Week to Franchisor's satisfaction prior to the opening of the Franchised Restaurant.

14.4 Termination with Notice and Opportunity to Cure. Except for any default by Franchisee under Sections 14.2 or 14.3 of this Agreement, and as otherwise expressly provided elsewhere in this Agreement, Franchisee shall have 30 days (10 days in the case of any default in the timely payment of sums due to Franchisor or its Affiliates) after Franchisor's written notice of default within which to remedy any default under this Agreement, and to provide evidence of such remedy to Franchisor. If any such default is not cured within that time period, or such longer time period as Applicable Law may require or as Franchisor may specify in the notice of default, this Agreement and all rights granted by it shall thereupon automatically terminate without further notice or opportunity to cure.

14.5 Reimbursement of Franchisor Costs. In the event of a default by Franchisee, all of Franchisor's costs and expenses arising from such default, including reasonable legal fees and reasonable hourly charges of Franchisor's administrative employees shall be paid to Franchisor by Franchisee within five days after cure or upon demand by Franchisor if such default is not cured.

14.6 Cross-Default. Except for a default or termination of any Area Development Agreement consisting solely of Franchisee's failure to meet the development schedule thereunder, any default by Franchisee under the terms and conditions of this Agreement, any Lease, or any other agreement between Franchisor (or its Affiliate), and Franchisee (or any Affiliate of Franchisee) shall be deemed to be a default of each and every said agreement. Furthermore, in the event of termination, for any cause, of this Agreement or any other agreement between the parties hereto, Franchisor may, at its option, terminate any or all said agreements.

14.7 Termination by Franchisee. Franchisee may terminate this Agreement due to a material default by Franchisor of its obligations hereunder, which default is not cured by Franchisor within 60 days after Franchisor's receipt of prompt written notice by Franchisee to Franchisor detailing the alleged default with specificity; provided, that if the default is such that it cannot be reasonably cured within such 60 day period, Franchisor shall not be deemed in default for so long as it commences to cure such default within 60 days and diligently continues to prosecute such cure to completion. This is a material term of this Agreement and an arbitrator shall not, and shall not have the power or authority to, waive, modify or change this requirement in any arbitration proceeding or otherwise. If Franchisee terminates this Agreement pursuant to this Section, Franchisee shall comply with all of the terms and conditions of Article 15 of this Agreement.

ARTICLE 15
RIGHTS AND OBLIGATIONS UPON TERMINATION

15.1 General. Upon the expiration or termination of Franchisee's rights granted under this Agreement:

15.1.1 Franchisee shall immediately cease to use all Trade Secrets, the Patent, the Marks, and any confusingly similar trademark, service mark, trade name, logotype, or other commercial symbol or insignia. Franchisee shall immediately return the Blaze Standards Guidelines, all training materials, electronic files, records, customer lists, files, advertising and promotional materials and all other written materials incorporating Trade Secrets and all copies of the whole or any part thereof to Franchisor. Franchisee shall at its own cost make cosmetic changes to the Franchised Restaurant so that it no longer contains or resembles Franchisor's proprietary designs, including: Franchisee shall remove all materials that would identify the Premises and Location as a Restaurant operated under the Marks and System, and remove distinctive cosmetic features and finishes, soffits, interior wall coverings and colors, exterior finishes and colors and signage from the Premises and Location as Franchisor may reasonably direct and shall, at Franchisor's request, grant Franchisor access to the Premises to make cosmetic changes to the Franchised Restaurant so that it no longer resembles a Restaurant no later than 60 days following such expiration or termination. Or in the alternative, if Franchisor so elects, at its sole option, upon any termination or expiration of this Agreement, Franchisor shall have an immediate right to enter and take possession of the Franchised Restaurant in order to maintain continuous operation of the Franchised Restaurant, to provide for orderly change of management and disposition of personal property and to otherwise protect Franchisor's interest.

15.1.2 Upon either party's termination of this Agreement, or upon expiration of this Agreement without renewal, Franchisor shall have the right and option, but not the obligation, to purchase the equipment, furnishings, and accessories from the Restaurant at a purchase price equal to its then-current book value determined using the straight-line method of depreciation. If Franchisor elects to exercise this option, it will deliver written notice to Franchisee of Franchisor's election within thirty (30) days after the date of termination or expiration of this Agreement. Franchisor will have the right to inspect the equipment, furnishings, and accessories at any time during this thirty (30) day period. If Franchisor elects to purchase the equipment, furnishings, and accessories, Franchisor will be entitled to, and Franchisee must provide, all customary warranties and representations relating to the equipment, furnishings, and accessories to be purchased, including, without limitation, representations and warranties as to the maintenance, function and condition of the equipment, furnishings, and accessories and Franchisee's good title to those items (including that Franchisee owns each item free and clear of any liens and encumbrances), the validity of contracts and agreements, and the liabilities affecting the equipment, furnishings, and accessories, contingent or otherwise. Franchisee and its Owners further agree to execute general releases, in a form satisfactory to Franchisor, of any and all claims against Franchisor and its shareholders, officers, directors, employees, agents, successors and assigns. Franchisee shall deliver the equipment to Franchisor within fifteen (15) days of receipt of Franchisor's written notice to Franchisee of Franchisor's election to purchase. Regardless of whether or not Franchisor exercises its right to purchase the equipment, furnishings, and accessories under this Subsection 15.1.2, Franchisor shall have the option, exercisable upon written notice to Franchisee within thirty (30) days after the date of termination or expiration of this Agreement, to repurchase some or all (at our option) of the Proprietary Products and other products then owned by Franchisee. Franchisor has the unrestricted right to assign this option to purchase. The purchase price of all inventory (in full, unopened case-loads) / products will be as agreed upon by the parties, provided that the purchase price shall not exceed the prices paid by Franchisee for such Proprietary Products and other products (less any freight and insurance charges). All purchase prices are freight-on-board ("F.O.B.") our premises. Franchisor may set off against the purchase price any and all amounts Franchisee then owes to Franchisor, if applicable.

15.1.3 Franchisor may retain all fees paid pursuant to this Agreement, and Franchisee shall immediately pay any and all amounts owing to Franchisor, its Affiliates, and/or suppliers.

15.1.4 Any and all obligations of Franchisor to Franchisee under this Agreement shall immediately cease and terminate.

15.1.5 Any and all rights of Franchisee under this Agreement shall immediately cease and terminate, and Franchisee shall immediately cease and thereafter refrain from representing itself as then or formerly a Franchisee or other Affiliate of Franchisor.

15.1.6 Franchisee acknowledges that all telephone numbers, facsimile numbers, social media websites, Internet addresses and email addresses (collectively "**Identifiers**") used in the operation of Franchisee's Restaurant constitute Franchisor's assets, and upon termination or expiration of this Agreement, Franchisee will take such action within five days to cancel or assign to Franchisor or Franchisor's designee as determined by Franchisor, all of Franchisee's right, title and interest in and to such Identifiers and will notify the telephone company and all listing agencies of the termination or expiration of Franchisee's right to use any Identifiers, and any regular, classified or other telephone directory listing associated with the Identifiers and to authorize a transfer of the same to, or at Franchisor's direction. Franchisee agree to take all action required cancel all assumed name or equivalent registrations related to Franchisee's use of the Marks. Franchisee acknowledges that, Franchisor has the sole rights to, and interest in, all Identifiers used by Franchisee to promote Franchisee's Restaurant and/or associated with the Marks. Franchisee hereby irrevocably appoints Franchisor, with full power of substitution, as Franchisee's true and lawful attorney-in-fact, which appointment is coupled with an interest, to execute such directions and authorizations as may be necessary or prudent to accomplish the foregoing. Franchisee further appoints Franchisor to direct the telephone company, postal service, registrar, Internet service provider, listing agency, website operator, or any other third party to transfer such Identifiers to Franchisor or Franchisor's designee. The telephone company, postal service, registrar, Internet Service Provider, listing agency, website operator, or any other third party may accept such direction by Franchisor pursuant to this Agreement as conclusive evidence of Franchisor's rights to the Identifiers and Franchisor's authority to direct their transfer. For the avoidance of doubt, nothing in this Section shall be deemed to permit Franchisee to use the Marks, or any of them in connection with the Internet, except with the prior consent of Franchisor as provided in this Agreement.

15.2 Survival of Obligations. Termination or expiration shall be without prejudice to any other rights or remedies that Franchisor or Franchisee shall have in law or in equity, including the right to recover benefit of the bargain damages. In no event shall a termination or expiration of this Agreement affect Franchisee's obligations to take or abstain from taking any action in accordance with this Agreement. The provisions of this Agreement which by their nature or expressly constitute post-termination (or post-expiration) covenants and agreements including the obligation of Franchisor and Franchisee to arbitrate any and all disputes shall survive the termination or expiration of this Agreement.

15.3 No Ownership of Marks. Franchisee acknowledges and agrees that rights in and to Franchisor's Marks and the use thereof shall be and remain the property of Franchisor.

15.4 Government Filings. In the event Franchisee has registered any of Franchisor's Marks or the name "Blaze Pizza" as part of Franchisee's assumed, fictitious or corporate name, Franchisee shall promptly amend such registration to delete Franchisor's Marks and any confusingly similar marks or names therefrom.

15.5 Liquidated Damages. Upon termination of this Agreement by Franchisor for cause, Franchisee agrees to pay to Franchisor within 15 days after the effective date of this Agreement's termination, in addition to the amounts owed hereunder, liquidated damages equal to the average monthly Continuing Royalties and Creative Fees that Franchisee was required to pay (without regard to any fee waivers or other reductions) from the date the Franchised Restaurant opened through the date of early termination multiplied by the lesser of (a) 36 or (b) the number of months remaining in the Agreement had it not been terminated, except that liquidated damages will not under any circumstances be less than $30,000. The parties hereto acknowledge and agree that it would be impracticable to determine precisely the damages Franchisor would incur from this Agreement's termination and the loss of cash flow from Continuing Royalties and Creative Fees due to, among other things, the complications of determining what costs, if any, Franchisor might have saved and how much the Continuing Royalties would have grown over what would have been this Agreement's remaining term. The parties hereto consider this liquidated damages provision to be a reasonable, good faith pre-estimate of those damages. The liquidated damages provision only covers Franchisor's damages from the loss of cash flow from the Continuing Royalties and Creative Fees. It does not cover any other damages, including damages to Franchisor's reputation with the public and landlords and damages arising from a violation of any provision of this Agreement other than the Continuing Royalties and Creative Fee sections. Franchisee and each of its owners agree that the liquidated damages provision does not give Franchisor an adequate remedy at law for any default under, or for the enforcement of, any provision of this Agreement other than the Continuing Royalties and Creative Fund sections.

ARTICLE 16
INSURANCE

16.1 Insurance. Franchisee shall obtain and maintain (at all times during the Term) insurance coverage in the types and amounts of coverage and deductibles specified in the Blaze Standards Guidelines which shall in each instance designate Franchisor and its designated Affiliates as additional named insureds (except for employment liability insurance policies), with an insurance company approved by Franchisor, which approval shall not be unreasonably withheld.

16.2 Use of Proceeds. In the event of damage to the Franchised Restaurant covered by insurance, the proceeds of any such insurance shall be used to restore the Franchised Restaurant to its original condition as soon as possible, unless such restoration is prohibited by the Location Lease or Franchisor has otherwise consented to in writing. Upon the obtaining of such insurance, Franchisee shall promptly provide to Franchisor proof of such insurance coverage.

16.3 Proof of Insurance. Franchisee shall, prior to opening the Franchised Restaurant, (and from time to time, within 10 days after a request therefor from Franchisor, and annually thereafter provide evidence of the renewal or extension of each insurance policy) file with Franchisor, certificates of such insurance and shall promptly pay all premiums on the policies as they become due. In addition, the policies shall contain a provision requiring 30 days prior written notice to Franchisor of any proposed cancellation, modification, or termination of insurance. If Franchisee fails to obtain and maintain the required insurance, Franchisor may, at its option, in addition to any other rights it may have, procure such insurance for Franchisee without notice and Franchisee shall pay, upon demand, the premiums plus twenty percent (20%) of the premium for Franchisor's administrative costs in taking such action.

ARTICLE 17
RELATIONSHIP OF PARTIES, INDEMNITY

17.1 Relationship of Franchisee to Franchisor. It is expressly agreed that the parties intend by this Agreement to establish between Franchisor and Franchisee the relationship of franchisor and franchisee. It is further agreed that Franchisee has no authority to create or assume in Franchisor's name or on behalf of Franchisor, any obligation, express or implied, or to act or purport to act as agent or representative on behalf of Franchisor for any purpose whatsoever. Neither Franchisor nor Franchisee is the employer, employee, agent, partner or co-venturer of or with the other, each being independent. Franchisee agrees that it shall not under any circumstances hold itself out as the agent, representative, employee, partner or co-venturer of Franchisor. All employees hired by or working for Franchisee shall be the employees of Franchisee and shall not, for any purpose, be deemed employees of Franchisor or subject to Franchisor control. Each of the parties shall file its own tax, regulatory and payroll reports with respect to its respective employees and operations, saving and indemnifying the other party hereto of and from any liability of any nature whatsoever by virtue thereof. Neither shall have the power to bind or obligate the other except specifically as set forth in this Agreement. Franchisor and Franchisee agree that the relationship created by this Agreement is one of independent contractor and not a fiduciary relationship. Franchisee will use Franchisee's legal name on all documents for use with employees and contractors, including but not limited to, employment applications, timecards, pay checks, and employment and independent contractor agreements and will not use the Marks on these documents. Upon Franchisor's request, Franchisee and each of Franchisee's employees will sign an employment relationship acknowledgment form within seven days stating that Franchisee alone is the employer and operates the Franchised Restaurant.

17.2 Indemnity.

17.2.1 Franchisee shall, at all times, protect, defend and indemnify Franchisor and its successors and assigns, and Franchisor's and their respective past, present and future Owners, Affiliates, officers, directors, employees, attorneys and designees, and hold each of them harmless from and against any and all costs and expenses, including attorneys' fees, court costs, losses, liabilities, damages, claims and demands of every kind or nature on account of any actual or alleged loss, injury or damage to any person or Entity or to any property directly or indirectly arising out of or in connection with Franchisee's acquisition of the fee or leasehold interest on which the Restaurant is to be located; the development, construction (including any latent or patent defects), fixturizing, furnishing and equipping of the Restaurant; any breach of this Agreement; the maintenance or operation of the Premises or the Franchised Restaurant, including the preparation of all food and beverage offered at the Restaurant and all services (including delivery service and the provision of alcoholic beverages); any labor or employment law disputes relating to the Premises or to the Franchised Business; Franchisee's failure to pay amounts due and payable (to Franchisor or any of its affiliates) pursuant to this Agreement, or failure to do or perform any other act, matter or thing required by this Agreement; and/or for action by Franchisor to obtain performance by Franchisee of any act, matter or thing required by this Agreement. In connection with the above: (a) Franchisee agrees to pay all suppliers of goods and services to Franchisee in connection with the construction and/or operation of the Restaurant when due and payable; and (b) Franchisee shall include in the text of all contracts entered into between Franchisee and any third party an acknowledgment that Franchisee is solely a franchisee of Franchisor and has no ownership in or other relationship with Franchisor and, shall include an express release and hold harmless of Franchisor of any obligation or liability to such party which arises out of or is otherwise related to or in connection with Franchisee's acquisition, development, construction and operation of the Restaurant.

17.2.2 Franchisor shall give Franchisee written notice of any claim for which Franchisor demands indemnity. Franchisor shall retain the full right and power to direct, manage, control and settle the arbitration of any claim. The terms of this Section 17.2 shall survive the termination, expiration or renewal of this Agreement.

ARTICLE 18
MEDIATION AND ARBITRATION

18.1 Mediation. The parties hereby pledge and agree that prior to filing any arbitration or lawsuit (other than suits described in Section 12.2.3 or to seek provisional remedies, including injunctions and as otherwise described below in Section 18.5), they shall first attempt to resolve any dispute between the parties pursuant to mediation conducted in accordance with the Rules of Practice and Procedure of Judicial Arbitration & Mediation Services, Inc. ("**JAMS**") unless the parties agree on alternative rules and a mediator within 15 days after either party first gives notice of mediation. Mediation shall be conducted in the JAMS office located closest to our headquarters (currently Pasadena, California) and shall be conducted and completed within 45 days following the date either party first gives notice of mediation. The fees and expenses of the mediator shall be shared equally by the parties. The mediator shall be disqualified as a witness, expert or counsel for any party with respect to any suit and any related matter. Mediation is a compromise negotiation and shall constitute privileged communications under Applicable Laws. The entire mediation process shall be confidential and the conduct, statements, promises, offers, views and opinions of the mediator and the parties shall not be discoverable or admissible in any legal proceeding for any purpose; provided, however, that evidence which is otherwise discoverable or admissible shall not be excluded from discovery or admission as a result of its use in the mediation. If the parties fail to fully resolve such dispute through mediation within such 45-day period, either party may initiate arbitration in accordance with Section 18.2 of this Agreement.

18.2 Arbitration. If the parties cannot fully resolve and settle a dispute through mediation as set forth in Section 18.1, any controversy or claim between Franchisor and Franchisee arising out of or relating to this Agreement or any alleged breach hereof, and any issues pertaining to the arbitrability of such controversy or claim and any claim that this Agreement or any part hereof is invalid, illegal, or otherwise voidable or void, shall be submitted to binding arbitration. Said arbitration shall be conducted before and will be heard by three arbitrators in accordance with the then-current Rules of Practice and Procedure of JAMS. If JAMS or any successor thereto, is no longer in existence at the time arbitration is commenced, Franchisor and Franchisee will agree on another arbitration organization to conduct the arbitration proceeding. Judgment upon any award rendered may be entered in any Court having jurisdiction thereof. Except to the extent prohibited by Applicable Law, the proceedings shall be held in the jurisdiction where our principal place of business is located (currently Pasadena, California). All arbitration proceedings and claims shall be filed and prosecuted separately and individually in the name of Franchisee and Franchisor, and not in any class action or representative capacity, and shall not be joined with or consolidated with claims asserted by or against any other franchisee. The arbitrators shall have no power or authority to grant punitive or exemplary damages as part of its award. In no event may the material provisions of this Agreement including, but not limited to the method of operation, authorized product line sold or monetary obligations specified in this Agreement, amendments to this Agreement or in the Blaze Standards Guidelines be modified or changed by the arbitrator at any arbitration hearing. The arbitration and the parties' agreement therefor shall be deemed to be self-executing, and if either party fails to appear at any properly noticed arbitration proceeding, an award may be entered against such party despite said failure to appear. All issues relating to arbitrability or the enforcement of the agreement to arbitrate contained herein shall be governed by the Federal Arbitration Act (9 U.S.C. § 1 et seq.), notwithstanding any provision of this Agreement specifying the state law under which this Agreement shall be governed and construed. Except as required by Applicable Law, including the required disclosure in Franchisor's franchise disclosure document, the entire arbitration proceedings and related documents are confidential.

18.3 Awards. The arbitrators will have the right to award or include in the award any relief which they deem proper in the circumstances, including money damages (with interest on unpaid amounts from the date due), specific performance, injunctive relief and attorneys' fees and costs provided that the arbitrators will not have the authority to award exemplary or punitive damages. The award and decision of the arbitrator will be conclusive and binding upon all parties and judgment upon the award may be entered in any court of competent jurisdiction. Each party waives any right to contest the validity or enforceability of such award. The parties shall be bound by the provisions of any limitation on the period of time by which claims must be brought. The parties agree that, in connection with any such arbitration proceeding, each will submit or file any claim which would constitute a compulsory counterclaim (as defined by Rule 13 of the Federal Rules of Civil Procedure) within the same proceedings as the claim to which it relates. Any such claim which is not submitted or filed in such proceeding will be barred. The provisions of §1283.05 of the California Code of Civil Procedure related to depositions and discovery (including any successor provisions) are hereby incorporated by this reference and made a part of this Agreement.

18.4 Permissible Parties. Franchisee and Franchisor agree that arbitration will be conducted on an individual, not a class wide, basis and that any arbitration proceeding between Franchisee and Franchisor will not be consolidated with any other arbitration proceeding involving Franchisor and any other person or entity.

18.5 Injunctive Relief. Notwithstanding anything to the contrary contained in Section 18.1 or Section 18.2 of this Agreement, Franchisor and Franchisee will each have the right to obtain specific performance, temporary restraining orders and temporary or preliminary injunctive relief from a court of competent jurisdiction, and other provisional relief including but not limited to enforcement of liens, security agreements, or attachment, as Franchisor deems to be necessary or appropriate to compel Franchisee to comply with the restrictive covenants under Section 12 of this Agreement; any claim or dispute involving or contesting the validity of any of the Marks or Patent; any action to protect Franchisor's rights in the Marks, the System, or in any of Franchisor's specialized training, Trade Secrets, Confidential Materials and Practices, or other confidential or proprietary information; or any action seeking compliance with post-termination obligations set forth in Section 15, brought at any time, including prior to or during the pendency of any mediation or arbitration proceedings under Sections 18.1 or 18.2, provided that. Franchisee agrees that Franchisor may have temporary or preliminary injunctive relief without bond, but upon due notice, and Franchisee's sole remedy in the event of the entry of such injunctive relief will be the dissolution of the injunctive relief, if warranted, upon hearing duly had (all claims for damages by reason of the wrongful issuance of any the injunction being expressly waived).

18.6 Survival. The provisions of this Article 18 will continue in full force and effect subsequent to and notwithstanding the expiration, termination, or non-renewal of this Agreement.

ARTICLE 19
MISCELLANEOUS PROVISIONS

19.1 Notices. Except as otherwise expressly provided herein, all written notices and reports permitted or required to be delivered by the parties pursuant hereto shall be deemed so delivered at the time delivered by hand, one business day after transmission by electronic mail (with confirmation copy sent by regular U.S. mail), or three business days after placement in the United States Mail by Registered or Certified Mail, Return Receipt Requested, postage pre-paid and addressed as follows:

If to Franchisor: Blaze Pizza, LLC
35 N. Lake Avenue Suite 810
Pasadena, CA 91101
Facsimile No.: (844) 270-1480
Attn: Legal Department

If to Franchisee: See Attachment A

Any party may change his or its address by giving 10 days prior written notice of such change to all other parties.

19.2 Franchisor's Right to Cure Defaults. In addition to all other remedies herein granted if Franchisee shall default in the performance of any of its obligations or breach any term or condition of this Agreement or any related agreement, Franchisor may, at its election, immediately or at any time thereafter, without waiving any claim for default or breach hereunder and without notice to Franchisee, cure such default or breach for the account and on behalf of Franchisee, and the cost to Franchisor thereof shall be due and payable on demand and shall be deemed to be additional compensation due to Franchisor hereunder and shall be added to the amount of compensation next accruing hereunder, at the election of Franchisor.

19.3 Waiver and Delay. No waiver by Franchisor of any default or series of defaults in performance by Franchisee, and no failure, refusal or neglect of Franchisor to exercise any right, power or option given to it hereunder or under any other franchise or license agreement between Franchisor and Franchisee, whether entered into before, after or contemporaneously with the execution hereof (and whether or not related to the Franchised Restaurant) or to insist upon strict compliance with or performance of Franchisee's obligations under this Agreement, any other franchise or license agreement between Franchisor and Franchisee, whether entered into before, after or contemporaneously with the execution hereof (and whether or not related to the Franchised Restaurant) or the Blaze Standards Guidelines, shall constitute a waiver of the provisions of this Agreement or the Blaze Standards Guidelines with respect to any subsequent default thereof or a waiver by Franchisor of its right at any time thereafter to require exact and strict compliance with the provisions thereof. Franchisor will consider written requests by Franchisee for Franchisor's consent to a waiver of any obligation imposed by this Agreement. Franchisee agrees, however, that Franchisor is not required to act uniformly with respect to waivers, requests and consents as each request will be considered on a case by case basis, and nothing shall be construed to require Franchisor to grant any such request. Any waiver granted by Franchisor shall be without prejudice to any other rights Franchisor may have, will be subject to continuing review by Franchisor, and may be revoked, in Franchisor's discretion, at any time and for any reason, effective upon 10 days prior written notice to Franchisee. Franchisor makes no warranties or guarantees upon which Franchisee may rely and assumes no liability or obligation to Franchisee by providing any waiver, approval, acceptance, consent, assistance, or suggestion to Franchisee in connection with this Agreement, or by reason of any neglect, delay, or denial of any request.

19.4 Survival of Covenants. The covenants contained in this Agreement which, by their nature or terms, require performance by the parties after the expiration or termination of this Agreement, shall be enforceable notwithstanding said expiration or other termination of this Agreement for any reason whatsoever.

19.5 Successors and Assigns; Benefit. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of Franchisor and Franchisee and its or their respective heirs, executors, administrators, successors and assigns, subject to the restrictions on Assignment contained herein. This Agreement is for the benefit of the parties only and is not intended to and shall not confer any rights or benefits upon any person who is not a party hereto.

19.6 Joint and Several Liability. If Franchisee consists of more than one person or Entity, or a combination thereof, the obligations and liabilities of each such person or entity to Franchisor are joint and several, and such person(s) and/or Entities shall be deemed to be a general partnership.

19.7 Governing Law. This Agreement shall, without giving effect to any conflict of laws principles, be governed by the laws of the state in which the Franchised Restaurant operated hereunder is located, and state law relating to (1) the offer and sale of franchises (2) franchise relationships, or (3) business opportunities, will not apply unless the applicable jurisdictional requirements are met independently without reference to this paragraph.

19.8 Entire Agreement. This Agreement and the Blaze Standards Guidelines contain all the terms and conditions agreed upon by the parties with reference to the subject matter of this Agreement. No other agreements concerning the subject matter of this Agreement, oral or otherwise, shall be deemed to exist or to bind any of the parties. All prior or contemporaneous agreements, understandings and representations relating to the subject matter of this Agreement, are merged and are expressly and superseded by this Agreement, except such representations as are made in the franchise disclosure document delivered to Franchisee and any representations made by Franchisee in acquiring this Agreement. Nothing in this Agreement or any related agreement is intended to disclaim the representations made by Franchisor in the franchise disclosure document delivered to Franchisee. No officer or employee or agent of Franchisor has any authority to make any representation or promise not contained in this Agreement or in the franchise disclosure document delivered to Franchisee, and Franchisee agrees that it has executed this Agreement without reliance upon any such representation or promise. This Agreement cannot be amended, modified or changed except by written instrument signed by all the parties.

19.9 Titles for Convenience. Article and Section titles used in this Agreement are for convenience only and shall not be deemed to affect the meaning or construction of any of the terms, provisions, covenants, or conditions of this Agreement.

19.10 Gender and Construction. The terms of all Attachments hereto are hereby incorporated into and made a part of this Agreement as if the same had been set forth in full herein. All terms used in any one number or gender shall extend to mean and include any other number and gender as the facts, context, or sense of this Agreement or any article or Section hereof may require. As used in this

Agreement, the words "include," "includes" or "including" are used in a nonexclusive sense. Unless otherwise expressly provided herein to the contrary, any consent, acceptance, approval or authorization of Franchisor which Franchisee may be required to obtain hereunder may be given or withheld by Franchisor in its sole discretion, and on any occasion where Franchisor is required or permitted hereunder to make any judgment, determination or use its discretion, including any decision as to whether any condition or circumstance meets Franchisor's standards or satisfaction, Franchisor may do so in its sole subjective judgment and discretion. No provision herein expressly identifying any particular breach of this Agreement as material shall be construed to imply that any other breach which is not so identified is not material. Neither this Agreement nor any uncertainty or ambiguity herein shall be construed or resolved against the drafter hereof, whether under any rule of construction or otherwise. On the contrary, this Agreement has been reviewed by all parties and shall be construed and interpreted according to the ordinary meaning of the words used to fairly accomplish the purposes and intentions of all parties hereto. Franchisor and Franchisee intend that if any provision of this Agreement is susceptible to two or more constructions, one of which would render the provision enforceable and the other or others of which would render the provision unenforceable, then the provision shall be given the meaning that renders it enforceable.

19.11 Severability. Nothing contained in this Agreement shall be construed as requiring the commission of any act contrary to law. Whenever there is any conflict between any provisions of this Agreement or the Blaze Standards Guidelines and any present or future statute, law, ordinance or regulation contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the provisions of this Agreement or the Blaze Standards Guidelines thus affected shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law. If any part, article, section, sentence or clause of this Agreement or the Blaze Standards Guidelines shall be held to be indefinite, invalid or otherwise unenforceable, the indefinite, invalid or unenforceable provision shall be deemed deleted, and the remaining part of this Agreement shall continue in full force and effect.

19.12 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

19.13 Fees and Expenses. If any party to this Agreement shall bring any arbitration, action or proceeding for any relief against the other, declaratory or otherwise, arising out of this Agreement, the losing party shall pay to the prevailing party all of the prevailing party's reasonable attorney fees and costs incurred in bringing or defending such arbitration, action or proceeding and/or enforcing any judgment granted therein, all of which shall be deemed to have accrued upon the commencement of such arbitration, action or proceeding and shall be paid whether or not such action or proceeding is prosecuted to final judgment. Any judgment or order entered in such action or proceeding shall contain a specific provision providing for the recovery of attorney fees and costs, separate from the judgment, incurred in enforcing such judgment. For the purposes of this Section, attorney fees shall include fees incurred in the following: (1) post-judgment motions, including motions for fees and costs; (2) contempt proceedings; (3) garnishment, levy, and debtor and third party examinations; (4) discovery; and (5) bankruptcy litigation. This Section is intended to be expressly severable from the other provisions of this Agreement, is intended to survive any judgment and is not to be deemed merged into the judgment.

19.14 Waiver of Jury Trial; Venue. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES: (1) HEREBY WAIVE THEIR RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY DISPUTE ARISING UNDER THIS AGREEMENT, AND (2) THEY AGREE THAT LOS ANGELES, CALIFORNIA SHALL BE THE VENUE FOR ANY LITIGATION ARISING UNDER THIS AGREEMENT. THE PARTIES ACKNOWLEDGE THAT THEY HAVE REVIEWED THIS

SECTION AND HAVE HAD THE OPPORTUNITY TO SEEK INDEPENDENT LEGAL ADVICE AS TO ITS MEANING AND EFFECT.

19.15 Covenant of Good Faith. If Applicable Law implies a covenant of good faith and fair dealing in this Agreement, the parties agree that the covenant shall not imply any rights or obligations that are inconsistent with a fair construction of the terms of this Agreement. Additionally, if Applicable Law shall imply the covenant, Franchisee agrees that: (i) this Agreement (and the relationship of the parties that is inherent in this Agreement) grants Franchisor the discretion to make decisions, take actions and/or refrain from taking actions not inconsistent with Franchisor's explicit rights and obligations under this Agreement that may affect favorably or adversely Franchisee's interests; (ii) Franchisor will use its judgment in exercising the discretion based on Franchisor's assessment of its own interests and balancing those interests against the interests of the franchisees generally (including Franchisor and its affiliates if applicable), and specifically without considering Franchisee's individual interests or the individual interests of any other particular franchisee; (iii) Franchisor will have no liability to Franchisee for the exercise of Franchisor's discretion in this manner, so long as the discretion is not exercised in bad faith; and (iv) in the absence of bad faith, no trier of fact in any arbitration or litigation shall substitute its judgment for Franchisor's judgment so exercised.

19.16 Electronic Signatures. The counterparts of this Agreement and all ancillary documents executed or delivered in connection with this Agreement may be executed and signed by electronic signature by any of the parties to this Agreement, and delivered by electronic or digital communications to any other party to this Agreement, and the receiving party may rely on the receipt of such document so executed and delivered by electronic or digital communications signed by electronic signature as if the original has been received. For the purposes of this Agreement, electronic signature means, without limitation, an electronic act or acknowledgement (e.g., clicking an "I Accept" or similar button), sound, symbol (digitized signature block), or process attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record.

ARTICLE 20
FINANCIAL COVENANT

20.1 Debt to Capital Employed. Unless Franchisor otherwise agrees in writing, at no time during the Term shall Franchisee's ratio of debt to capital employed be greater than fifty percent (50%); and Franchisee shall promptly notify Franchisor if at any time such ratio is greater than fifty percent (50%).

ARTICLE 21
SUBMISSION OF AGREEMENT

21.1 General. The submission of this Agreement does not constitute an offer and this Agreement shall become effective only upon the execution thereof by Franchisor and Franchisee. This Agreement shall not be binding on Franchisor unless and until it shall have been accepted and signed on its behalf by an authorized officer of Franchisor.

ARTICLE 22
ACKNOWLEDGMENT

22.1 Franchisee, and its Owners, jointly and severally acknowledge that they have carefully read this Agreement and all other related documents to be executed concurrently or in conjunction with the execution hereof, that they have obtained the advice of counsel in connection with entering into this Agreement, that they understand the nature of this Agreement, and that they intend to comply herewith and be bound hereby. Except as set forth in the Franchise Disclosure Document, if any such representation was made, Franchisor expressly disclaims making, and Franchisee acknowledges that it or they have not received or relied on any warranty or guarantee, express or implied, as to the potential volume, profits, expenses, or success of the business venture contemplated by this Agreement.

22.2 Franchisee has no right to sublicense, sublease, subcontract or enter any management agreement providing for the right to operate the Franchised Restaurant or to use the System granted pursuant to this Agreement.

22.3 Franchisee has independently investigated the franchise opportunity for a Blaze Pizza Restaurant and recognizes that, like any other business, the nature of the business Blaze Pizza Restaurants conduct may, and probably will, evolve and change over time.

22.4 An investment in a Blaze Pizza Restaurant involves business risks that could result in the loss of a significant portion or all of Franchisee's investment.

22.5 Franchisee's business abilities and efforts are vital to its success.

22.6 Attracting customers for the Restaurant will require Franchisee to make consistent marketing efforts in its community through various methods, including media advertising, social media campaigns, direct mail advertising, and display and use of in-store promotional materials.

22.7 Retaining customers for the Restaurant will require Franchisee to have a high level of customer service and adhere strictly to the System and that Franchisee is committed to maintaining the System.

22.8 In all of Franchisor's dealings with Franchisee, Franchisor's officers, directors, employees, and agents act only in a representative, and not in an individual, capacity and that business dealings between Franchisee and them as a result of this Agreement are deemed to be only between Franchisee and Franchisor.

22.9 Franchisee has represented to Franchisor, to induce Franchisor's entry into this Agreement, that all statements Franchisee has made and all materials Franchisee has given Franchisor are accurate and complete and that Franchisee has made no misrepresentations or material omissions in obtaining the franchise.

22.10 That Franchisee and its guarantors have received as one document at one time, either personally, by registered mail or electronic mail, a copy of the form of this Agreement, the exhibits hereto, and the applicable complete Franchise Disclosure Document not less than fourteen (14) days prior to the earlier of: (i) the date on which this Agreement or any other agreement relating thereto was executed, and (ii) the payment of any consideration by or on behalf of Franchisee relating to this Agreement, and the franchise associated therewith (except, where applicable, any deposit permitted under applicable law).

22.11 That Franchisee has read this Agreement and Franchisor's Franchise Disclosure Document and understands and accepts that this Agreement's terms and covenants are reasonably necessary for Franchisor to maintain its high standards of quality and service, as well as the uniformity of those standards with respect to every Blaze Pizza Restaurant, and to protect and preserve the goodwill of the Marks.

22.12 That Franchisor will restrict Franchisee's sources of Proprietary Products and have the right to restrict Franchisee's sources of other goods and services as well.

22.13 That Franchisee has been afforded an opportunity to ask any questions Franchisee has and to review any materials of interest to Franchisee concerning this franchise opportunity.

(Signature Page Follows)

IN WITNESS WHEREOF, the parties hereof have executed this Agreement as of the date of execution by

"FRANCHISOR"

BLAZE PIZZA, LLC

____
Date of Execution

By: _______________________________

Printed Name: _______________________________

Title: _______________________________

"FRANCHISEE"

____
Date of Execution

____
[ ] an individual;
[ ] a ______________ general partnership;
[ ] a ______________ limited partnership;
[ ] a ______________ limited liability company;
[ ] a ______________ corporation

____
Printed Name: _______________________
Title: ______________________, and individually

____
Printed Name: _______________________
Title: ______________________, and individually

____
Printed Name: _______________________
Title: ______________________, and individually

____
Printed Name: _______________________
Title: ______________________, and individually

APPENDIX 1

"**Affiliate**" when used herein in connection with Franchisor or Franchisee, includes each person or Entity which directly, or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with Franchisor or Franchisee, as applicable. Without limiting the foregoing, the term "Affiliate" when used herein in connection with Franchisee includes any Entity ten percent (10%) or more of whose Equity or voting control, is held by person(s) or Entities who, jointly or severally, hold ten percent (10%) or more of the Equity or voting control of Franchisee. For purposes of this definition, control of a person or Entity means the power, direct or indirect, to direct or cause the direction of the management and policies of such person or Entity whether by contract or otherwise. Notwithstanding the foregoing definition, if Franchisor or its Affiliate has any ownership interest in Franchisee, the term "Affiliate" shall not include or refer to the Franchisor or that Affiliate, and no obligation or restriction upon an "Affiliate" of Franchisee, shall bind Franchisor, or said Affiliate or their respective direct and indirect parents or subsidiaries, or their respective officers, directors, or managers.

"**Agreement**" means this franchise agreement.

"**Anti-Terrorism Laws**" means Executive Order 13224 issued by the President of the United States of America (or any successor Order), the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act) of 2001 (or any successor legislation), the Terrorism Sanctions Regulations (Title 31, Part 595 of the U.S. Code of Federal Regulations), the Foreign Terrorist Organizations Sanctions Regulations (Title 31, Part 597 of the U.S. Code of Federal Regulations), the Cuban Assets Control Regulations (Title 31, Part 515 of the U.S. Code of Federal Regulations) and all other present and future national, provincial, federal, state and local laws, ordinances, regulations, policies, lists, Orders and any other requirements of any Governmental Authority addressing or in any way relating to terrorist acts and acts of war.

"**Applicable Law**" means and includes applicable common law and all applicable statutes, laws, rules, regulations, ordinances, policies and procedures established by any Governmental Authority, including all labor, immigration, food and drug laws and regulations, as in effect on the Effective Date hereof, and as may be amended, supplemented or enacted from time to time.

"**Area Development Agreement**" means an agreement between Franchisee and Franchisor under which Franchisee or its Affiliate has agreed to open multiple Restaurants and pursuant to which Franchisee has executed this Agreement.

"**Assets**" means all of the following personal property and assets owned by Franchisee or in which Franchisee otherwise has any rights, and located at, or used in connection with the Franchised Restaurant.

"**Assignment**" shall mean and refer to any assignment, transfer, gift or other conveyance, voluntarily or involuntarily, in whole or in part, by operation of Applicable Law or otherwise, of any interest in this Agreement or any of Franchisee's rights or privileges hereunder, or all or any substantial portion of the assets of the Franchised Restaurant, including the Lease.

"**Authorized "Blaze Pizza" Products**" means the foods products, sauces and beverages and other food items and ancillary related products, which may include specialty foods, packaged foods, books, hats, t-shirts and novelty items, as specified by Franchisor from time to time in the Blaze Standards Guidelines, or as otherwise directed by Franchisor in writing, for sale at a Restaurant, prepared, sold and/or manufactured in strict accordance with Franchisor's recipes, standards and specifications, including specifications as to ingredients, brand names, preparation and presentation.

"**Blaze Pizza Brand Product**" means any product now existing or developed in the future that bears any of the Marks.

"**Blaze Standards Guidelines**" means Franchisor's library of operations and training manuals, including a manager's tools binder and any other written directive related to the System, as the same may be amended and revised from time to time, including all bulletins, supplements and ancillary and additional manuals and written directives established by Franchisor as in effect and amended from time to time.

"**Catering**" means: (i) the preparation, provision and service and management of service of food and beverages (including sales, marketing and promotional practices related thereto) to guests, invitees and other third parties on behalf of a client of the provider, whether on premises owned, leased, managed, licensed, hired or operated by such client, or for a venue-based catering facility not constituting a Restaurant by the provider including, without limitation, a private, cultural, entertainment, healthcare, sports, convention or educational facility, or as part of a special event such as a sporting, cultural, charitable or political event; and (ii) contract catering services which means the preparation, provision and service or management of service of food and beverages (including sales, marketing and promotional practices related thereto) to employees, customers, vendors, guests and invitees (but not the general public) on behalf of a client or to a client directly on an ongoing basis over a period of time pursuant to a contract with such client.

"**Competitive Activities**" means to, own, operate, lend to, advise, be employed by, or have any financial interest in: (i) any restaurant that derives ten percent (10%) or more of its Gross Sales from the sale of pizza, other than a Restaurant operated pursuant to a validly subsisting franchise agreement with Franchisor; or (ii) any business that specializes in developing, operating or franchising restaurants that derives ten percent (10%) or more of its Gross Sales from the sale of pizza; or (iii) any business engaged in the preparation, production or sale, at wholesale, of any pizza food product. Notwithstanding the foregoing, "**Competitive Activities**" shall not include the direct or indirect ownership solely as an investment, of securities of any Entity which are traded on any national securities exchange if the owner thereof: (i) is not a controlling person of, or a member of a group which controls, such Entity; and (ii) does not, directly or indirectly, own five percent (5%) or more of any class of securities of such Entity.

"**Continuing Royalty**" shall have the meaning set forth in Section 4.1 of this Agreement.

"**Creative Fee**" shall have the meaning set forth in Section 4.2 of this Agreement.

"**Creative Fund**" shall have the meaning set forth in Section 4.2 of this Agreement.

"**Crisis Management Event**" means any event that occurs at or about the Franchised Restaurant that has or may cause harm or injury to customers or employees, such as food contamination, food spoilage/poisoning, food tampering/sabotage, contagious diseases, natural disasters, terrorist acts, shootings, or any other circumstance which may damage the System, Marks, or image or reputation of Restaurants or Franchisor or its Affiliates.

"**Default**" or "**default**" means any breach of, or failure to comply with, any of the terms or conditions of an agreement.

"**Director of Operations**" shall have the meaning set forth in Section 7.2.5 of this Agreement.

"**EFT**" shall have the meaning set forth in Section 4.5 of this Agreement.

"**Entity**" means any limited liability company, partnership, trust, association, corporation or other entity which is not an individual.

"**Equity**" means capital stock, membership interests, Partnership Rights, or other equity ownership interests of an Entity.

"**First Successor Franchise Agreement**" shall have the meaning set forth in Section 3.1 of this Agreement.

"**First Successor Term**" shall have the meaning set forth in Section 3.1 of this Agreement.

"**Franchised Restaurant**" means the Restaurant to be developed, or already developed, at the Location by Franchisee pursuant to this Agreement.

"**GC Turnover Date**" shall have the meaning set forth in Section 5.4.8.

"**Goods and Services**" shall have the meaning set forth in Section 9.4 of this Agreement.

"**Governmental Authority**" means and includes all Federal, state, county, municipal and local governmental and quasi-governmental agencies, commissions and authorities.

"**Gross Sales**" means the total of all revenues received or receivable by Franchisee as payment, whether in cash or for credit or barter, or other means of exchange (and, if for credit or barter, whether or not payment is received therefor), on account of any and all food, beverages, goods, merchandise, services or products sold in or from the Franchised Restaurant, including in-store, dining, carry-out, online orders, delivery, third-party voucher sales, gift cards, Catering or otherwise, or which are promoted or sold under any of the Marks, during each Week of the Term, whether or not Franchisor offers such services or products in its other locations, including: (a) revenues from sales of any nature or kind whatsoever, derived by Franchisee or by any other person or Entity (including Franchisee's Affiliate(s)) from the Franchised Restaurant; (b) sales of Authorized "Blaze Pizza" Products in contravention of this Agreement; (c) the proceeds of any business interruption insurance, after the satisfaction of any applicable deductible; and (d) sales from vending devices including pay telephones. Notwithstanding the foregoing, "Gross Sales" shall exclude the following: (i) sums representing sales taxes collected directly from customers by Franchisee in the operation of the Franchised Restaurant, and any sales, value added or other tax, excise or duty charged to customers which is levied or assessed against Franchisee by any Federal, state, municipal or local authority, based on sales of specific goods, products, merchandise or services sold or provided at or from the Franchised Restaurant, provided that such taxes are actually transmitted to the appropriate Governmental Authority; (ii) sums representing tips, gratuities or service charges paid directly by customers to employees of Franchisee or paid to Franchisee and promptly and to the extent turned over to such employees by Franchisee in lieu of direct tips or gratuities; and (iii) proceeds from isolated sales of equipment and trade fixtures not constituting any part of Franchisee's products and services offered for resale at the Franchised Restaurant nor having any material effect upon the ongoing operation of the Franchised Restaurant required under this Agreement. For purposes of clarity, with respect to goods, merchandise, services or products sold pursuant to coupons or other discounts (which must be approved in advance by Franchisor), Gross Sales also excludes the amount discounted from the purchase price of such item and from the sales of pre-paid gift cards and certificates.

"**Heirs**" shall have the meaning set forth in Section 14.3.1 of this Agreement.

"**Information**" shall have the meaning set forth in Section 10.1 of this Agreement.

"**Information Systems**" means all electronic based hardware, software, middleware, web-based solutions, wireless, electronic interfaces, cabling, and other electronic devices, including, computer systems, ordering systems, mobile "app" programs, online ordering systems, point of sale and cash collection systems, data systems, network systems, printer systems, internet systems, telecommunication systems, menu systems, security systems, digital media systems, video and still digital cameras, power systems, music systems, and required service and support systems and programs.

"**Internet**" means collectively the myriad of computer and telecommunications facilities, including equipment and software, which comprise the interconnected worldwide network of networks that employ the TCP/IP [Transmission Control Protocol/Internet Protocol], or any predecessor or successor protocols to such protocol, to communicate information of all kinds by fiber optics, wire, radio, or other methods of transmission.

"**Lease**" shall mean any agreement, however denominated, that allows Franchisee to occupy a Location owned by a third party, including any lease, sublease, concession agreement, license, and similar arrangement between Franchisee and a third party.

"**Marks**" shall have the meaning set forth in Recital A above.

"**Multi-Unit Supervisor**" shall have the meaning set forth in Section 7.2.5 of this Agreement.

"**Non-Proprietary Products**" shall have the meaning set forth in Section 9.2 of this Agreement.

"**Non-Traditional Restaurant**" means a Restaurant that is located in a "Non-Traditional Venue," as defined below.

"**Non-Traditional Venue**" is a facility operated under the Marks located within another primary business or in conjunction with other businesses or at institutional settings, including dark/ghost kitchens, toll roads, train stations, amusement parks and all properties controlled by the amusement park, travel stations, hotels and motels, ships, ports, piers, casinos, stadiums, airports, theaters, big-box retailers, building supply stores, warehouse club stores, colleges and universities, schools, outlet malls, hospitals, military and other governmental facilities, office or in-plant food service facilities, shopping mall food courts operated by a master concessionaire, grocery stores, supermarkets and convenience stores and any site for which the lessor, owner or operator thereof shall have indicated its intent to prefer or limit the operation of its food service facilities to a master concessionaire or contract food service provider.

"**Notice of Election**" shall have the meaning set forth in Section 3.3 of this Agreement.

"**Operating Principal**" is identified in Attachment A and shall have the meaning set forth in Section 7.2.1 of this Agreement.

"**Owner**" means any direct or indirect shareholder, member, general or limited partner, trustee, or other equity owner of an Entity, except, that if Franchisor or any Affiliate of Franchisor has any ownership interest in Franchisee, the term "Owner" shall not include or refer to the Franchisor or that Affiliate or their respective direct and indirect parents and subsidiaries, and no obligation or restriction upon the "Franchisee", or its Owners shall bind Franchisor, or said Affiliate or their respective direct and indirect parents and subsidiaries or their respective officers, directors, or managers.

"**Partnership Rights**" means voting power, property, profits or losses, or partnership interests of a Partnership.

"**Partnership**" means any general partnership, limited partnership, or limited liability partnership.

"**Patent**" shall have the meaning set forth in Section 11.4 of this Agreement.

"**Permits**" means and includes all applicable franchises, licenses, permits, registrations, certificates and other operating authority required by Applicable Law.

"**Premises**" means the premises owned, leased or subleased by Franchisee at which the Franchised Restaurant is located including any ancillary common area, parking lot, campus, buildings and other structures associated with the Premises.

"**Proprietary Products**" shall have the meaning set forth in Section 9.1 of this Agreement.

"**Punch List**" shall have the meaning set forth in Section 5.4.8.

"**Rescheduling Expenses**" shall have the meaning set forth in Section 5.4.8.

"**Restaurant**" means a restaurant being developed or operated, as the case may be, under the Marks and in accordance with the System and specializing in the sale of Authorized "Blaze Pizza" Products

"**Restaurant Manager**" means an individual, acceptable to, and certified by Franchisor, and responsible for overseeing the operation of the Franchised Restaurant.

"**Restricted Persons**" means the Franchisee, and each of its Owners and Affiliates, and the respective officers, directors, managers, and Affiliates of each of them, the Operating Principal, the Restaurant Manager(s), and the spouse and family members who live in the same household of each of the foregoing who are individuals.

"**ROFR**" shall have the meaning set forth in Section 13.2.3(b) of this Agreement.

"**ROFR Period**" shall have the meaning set forth in Section 13.2.3(b) of this Agreement.

"**Second Successor Franchise Agreement**" shall have the meaning set forth in Section 3.1 of this Agreement.

"**Second Successor Term**" shall have the meaning set forth in Section 3.1 of this Agreement.

"**Site Review Request**" shall have the meaning set forth in Section 5.1 of this Agreement.

"**ServSafe**" means the food safety training program administered by the National Restaurant Association Educational Foundation under the "ServSafe" name, or such other or additional food safety program or certification program designated or accepted by Franchisor from time to time for the jurisdiction in which the Franchised Restaurant is located.

"**Successor Franchise Agreement**" means the First Successor Franchise Agreement or the Second Successor Franchise Agreement, as the context requires, as well as any ancillary documents (including, but not limited to, guarantees).

"**Successor Franchise Right**" shall have the meaning set forth in Section 3.1 of this Agreement.

"**Successor Term**" means the First Successor Term or Second Successor Term, as the context requires.

"**Supplier**" shall have the meaning set forth in Section 9.2 of this Agreement.

"**System**" means the Franchisor's operating methods and business practices related to its Restaurants, and the relationship between Franchisor and its franchisees, including defined product offerings, recipes, and preparation methods; distinctive interior and exterior Restaurant designs, including architectural designs, layout plans; other items of trade dress; Marks, Patent, specifications for equipment, fixtures, and uniforms; signs; Trade Secrets and other confidential information; restrictions on ownership; inventory techniques, standard operating and administrative procedures; management and technical training programs; and marketing and public relations programs; all as Franchisor may modify the same from time to time.

"**Term**" shall have the meaning set forth in Section 3.1 of this Agreement including any extensions thereof.

"**Territory**" shall have the meaning set forth in Section 2.2 of this Agreement.

"**Terrorist Lists**" means all lists of known or suspected terrorists or terrorist organizations published by any U.S. Government Authority, including U.S. Treasury Department's Office of Foreign Asset Control ("**OFAC**"), that administers and enforces economic and trade sanctions, including against targeted non-U.S. countries, terrorism sponsoring organizations and international narcotics traffickers.

"**Trade Secrets**" means proprietary and confidential information, including, recipes, ingredients, specifications, procedures, patents, policies, concepts, systems, know-how, plans, software, strategies, and methods and techniques of operating the Franchised Restaurant and producing and preparing Authorized "Blaze Pizza" Products, excluding information that is or becomes a part of the public domain through publication or communication by third parties not bound by any confidentiality obligation or that Franchisee can show was already lawfully in Franchisee's possession before receipt from Franchisor.

"**Traditional Restaurant**" is a business premises that exists primarily as a Restaurant, excluding any Restaurant at a Non-Traditional Venue, however, which Traditional Restaurant may also have other types of Franchisor-approved co-branded businesses located in it, but in such case the Restaurant is the primary business.

"**Travel Expenses**" means costs and expenses incurred by or assessed in connection with travel, including airfare, hotel/lodging, local transportation, meals, and, with regard to Franchisor employees', agents' and/or representatives' expenses, a per diem charge determined by Franchisor in advance, with respect to other incidental expenses incurred, including, without limitation, laundry and/or telephone expenses.

"**Wages**" means all salaries and hourly wages, and all related direct and indirect payroll expenses of employees, including employment-related taxes, overtime compensation, vacation benefits, pension and profit sharing plan contributions, medical insurance premiums, medical benefits, and the like, and all direct and indirect fees, costs and expenses payable to independent contractors, agents, representatives and outside consultants.

"**Week**" each seven-day period commencing on Monday and ending on Sunday.

ATTACHMENT A

FRANCHISE DATA SHEET

1. **Effective Date**. The "Effective Date" set forth in the introductory paragraph of the Franchise Agreement is: ____________________, 20___.

2. **Franchisee**. The Franchisee set forth in the introductory paragraph of the Franchise Agreement is: ____, a _________________________________.

3. **Area Development Agreement**. (Check one):

   a. ____ This Franchise Agreement is not entered into pursuant to an Area Development Agreement.
   b. ____ This Franchise Agreement constitutes the ____ Restaurant under the Area Development Agreement between Franchisor and ___________ dated ______________.

4. **"Expiration Date" means (check one)**:

☐ ten years from the date the Restaurant first opens to the public; provided however, that if the Lease is terminated or expires through no act or fault of Franchisee before the end of such period (and no substitute location has been accepted by Franchisor in writing and occupied by Franchisee before the termination or expiration of such Lease), the "Expiration Date" will be coterminous with the expiration or termination of the Lease.

☐ ______________, 20___.

5. "**Franchisee Notice Address**" under Section 19.1 of the Franchise Agreement shall be the following:

   ____

   ____

   ____

   Attn: ___________________________

6. "**Initial Franchise Fee**" means $____________________.

7. The "**Location**" referred to in Section 5.1 of the Franchise Agreement shall be the following: ____.

8. "**Operating Principal**" means ___________________________, or such other individual hereafter designated by Franchisee, and accepted by Franchisor (and until subsequently disapproved by Franchisor), to serve as the authorized representative of Franchisee, who Franchisee acknowledges and agrees shall act as Franchisee's representative, who shall hold ten percent (10%) or more of the Equity of Franchisee, and who shall have the authority to act on behalf of Franchisee during the Term.

9. The “**Territory***” referred to in Section 2.2 of the Franchise Agreement is defined as:

[ ] A radius of __________ miles surrounding the Location of the Franchised Restaurant.

[ ] The area outlined on the attached map and described as follows:

____

____

____

____

____

* If the Territory is defined by streets, highways, freeways, or other roadways, or rivers, streams, or tributaries, then the boundary of the Territory shall extend to the center of each such street, highway, freeway, or other roadway, or river, stream or tributary.

[ ] No Territorial Rights.

FRANCHISOR:	**FRANCHISEE:**
BLAZE PIZZA, LLC	______________________________ Entity name (if any)
By: ______________________________	By: ______________________________
Printed Name: ______________________	Printed Name: ______________________
Title: ______________________________	Title: ______________________________

ATTACHMENT B

ENTITY INFORMATION

If Franchisee is an Entity, Franchisee represents and warrants that the following information is accurate and complete in all material respects:

(1) Franchisee is a (check as applicable):
[ ] corporation
[ ] limited liability company
[ ] general partnership
[ ] limited partnership
[ ] Other (specify): ___________________________

(2) Franchisee shall provide to Franchisor concurrently with the execution hereof true and accurate copies of its charter documents including Articles of Incorporation, Bylaws, Operating Agreement, Partnership Agreement, resolutions authorizing the execution hereof, and any amendments to the foregoing ("**Entity Documents**").

(3) Franchisee promptly shall provide such additional information as Franchisor may from time to time request concerning all persons who may have any direct or indirect financial interest in Franchisee.

(4) The name and address of each of Franchisee's Owners, members, or general and limited partner:

Name	Address	Number of Shares / % Interest

(5) There is set forth below the names, and addresses and titles of Franchisee's principal officers or partners who will be devoting their full time to the Business:

Name	Title	Address

(6) The address where Franchisee's Financial Records, and Entity records (e.g., Articles of Incorporation, Bylaws, Operating Agreement, Partnership Agreement, etc.) are maintained is:

____

____

____

ATTACHMENT C

CONTINUING GUARANTY

FOR VALUE RECEIVED, and in consideration of Blaze Pizza, LLC, a California limited liability company ("**Franchisor**"), **[granting a franchise][or][________]** to ________________________________, a _______________ ("**Franchisee**"), the undersigned, __________________ and __________________ (**[jointly and severally,]** "**Guarantor**"), agree as follows:

1. Guaranty of Obligations.

1.1 Guarantor unconditionally, absolutely and irrevocably guarantees the full and prompt payment and performance when due, of all obligations of Franchisee to Franchisor and its affiliates, however created, arising or evidenced, whether direct or indirect, absolute or contingent, or now or in the future existing or due or to become due, including, without limitation, under or in connection with that certain Franchise Agreement dated _____________, 20___ (the "**FA**") and each of the documents, instruments and agreements executed and delivered in connection with the FA or this continuing guaranty, as each may be modified, amended, supplemented or replaced from time to time (all such obligations are referred to collectively as the "**Obligations**"), and all documents evidencing or securing any of the Obligations. This continuing guaranty (this "**Continuing Guaranty**") is a guaranty of payment and performance when due and not of collection.

1.2 In the event of any default by Franchisee in making payment of, or default by Franchisee in performance of, any of the Obligations, Guarantor agrees on demand by Franchisor to pay and perform all of the Obligations as are then or thereafter become due and owing or are to be performed under the terms of the Obligations. Guarantor further agrees to pay all expenses (including reasonable attorneys' fees and expenses) paid or incurred by Franchisor in endeavoring to collect the Obligations, or any part thereof, and in enforcing this Continuing Guaranty.

2. Continuing Nature of Guaranty and Obligations. This Continuing Guaranty shall be continuing and shall not be discharged, impaired or affected by: (1) the insolvency of Franchisee or the payment in full of all of the Obligations at any time or from time to time; (2) the power or authority or lack thereof of Franchisee to incur the Obligations; (3) the validity or invalidity of any of the Obligations; (4) the existence or non-existence of Franchisee as a legal entity; (5) any statute of limitations affecting the liability of Guarantor or the ability of Franchisor to enforce this Continuing Guaranty, the Obligations or any provision of the Obligations; or (6) any right of offset, counterclaim or defense of Guarantor, including, without limitation, those which have been waived by Guarantor pursuant to Paragraph 4 of this Continuing Guaranty.

3. Permitted Actions of Franchisor. Franchisor may from time to time, in its sole discretion and without notice to Guarantor, take any or all of the following actions: (1) retain or obtain the primary or secondary obligation of any obligor or obligors, in addition to Guarantor, with respect to any of the Obligations; (2) extend or renew for one or more periods (whether or not longer than the original period), alter, amend or exchange any of the Obligations; (3) waive, ignore or forbear from taking action or otherwise exercising any of its default rights or remedies with respect to any default by Franchisee under the Obligations; (4) release, waive or compromise any obligation of Guarantor under this Continuing Guaranty or any obligation of any nature of any other obligor primarily or secondarily obligated with respect to any of the Obligations; (5) demand payment or performance of any of the Obligations from Guarantor at any time or from time to time, whether or not Franchisor shall have exercised any of its

rights or remedies with respect to any property securing any of the Obligations or any obligation under this Continuing Guaranty; or (6) proceed against any other obligor primarily or secondarily liable for payment or performance of any of the Obligations.

4. Specific Waivers.

4.1 Without limiting the generality of any other provision of this Continuing Guaranty, Guarantor expressly waives: (i) notice of the acceptance by Franchisor of this Continuing Guaranty; (ii) notice of the existence, creation, payment, nonpayment, performance or non-performance of all or any of the Obligations; (iii) presentment, demand, notice of dishonor, protest, notice of protest and all other notices whatsoever with respect to the payment or performance of the Obligations or the amount thereof or any payment or performance by Guarantor under this Agreement; (iv) all diligence in collection or protection of or realization upon the Obligations or any thereof, any obligation under this Agreement or any security for or guaranty of any of the foregoing; (v) any right to direct or affect the manner or timing of Franchisor's enforcement of its rights or remedies; (vi) any and all defenses which would otherwise arise upon the occurrence of any event or contingency described in Paragraph 1 hereof or upon the taking of any action by Franchisor permitted under this Agreement; (vii) any defense, right of set-off, claim or counterclaim whatsoever and any and all other rights, benefits, protections and other defenses available to Guarantor now or at any time hereafter, including, without limitation, under any suretyship statute of the State of California; and (viii) all other principles or provisions of law, if any, that conflict with the terms of this Continuing Guaranty, including, without limitation, the effect of any circumstances that may or might constitute a legal or equitable discharge of a guarantor or surety.

4.2 Guarantor waives all rights and defenses arising out of an election of remedies by Franchisor.

4.3 Guarantor further waives all rights to revoke this Continuing Guaranty at any time, and all rights to revoke any agreement executed by Guarantor at any time to secure the payment and performance of Guarantor's obligations under this Continuing Guaranty.

5. Subordination; Subrogation. Guarantor subordinates any and all indebtedness of Franchisee to Guarantor to the full and prompt payment and performance of all of the Obligations. Franchisor shall be entitled to receive payment of all Obligations prior to Guarantor's receipt of payment of any amount of any indebtedness of Franchisee to Guarantor. Guarantor will not exercise any rights which it may acquire by way of subrogation under this Continuing Guaranty, by any payment hereunder or otherwise, until all of the Obligations have been paid in full, in cash, and Franchisor shall have no further obligations to Franchisee under the Obligations or otherwise.

6. Non-Competition, Trade Secrets; etc. Sections 12.1 (Non-Competition), 12.2 (Trade Secrets), and 12.4 (Effect of Applicable Law) of the FA, are incorporated into this Guaranty of Agreements by reference, and Guarantor agrees to comply with and perform each of such covenants as though fully set forth in this Guaranty of Agreements as a direct and primary obligation of Guarantor.

7. Assignment of Franchisor's Rights. Franchisor may, from time to time, without notice to Guarantor, assign or transfer any or all of the Obligations or any interest therein and, notwithstanding any assignment(s) or transfer(s), the Obligations shall be and remain Obligations for the purpose of this Continuing Guaranty. Each and every immediate and successive assignee or transferee of any of the Obligations or of any interest therein shall, to the extent of such party's interest in the Obligations, be entitled to the benefits of this Continuing Guaranty to the same extent as if such assignee or transferee were Franchisor.

8. Indulgences Not Waivers. No delay in the exercise of any right or remedy shall operate as a waiver of the such right or remedy, and no single or partial exercise by Franchisor of any right or remedy shall preclude other or further exercise of such right or remedy or the exercise of any other right or remedy; nor shall any modification or waiver of any of the provisions of this Continuing Guaranty be binding upon Franchisor, except as expressly set forth in a writing signed by Franchisor. No action of Franchisor permitted under this Continuing Guaranty shall in any way affect or impair the rights of Franchisor or the obligations of Guarantor under this Continuing Guaranty.

9. Financial Condition of Franchisee. Guarantor represents and warrants that it is fully aware of the financial condition of Franchisee, and Guarantor delivers this Continuing Guaranty based solely upon its own independent investigation of Franchisee's financial condition. Guarantor waives any duty on the part of Franchisor to disclose to Guarantor any facts it may now or hereafter know about Franchisee, regardless of whether Franchisor has reason to believe that any such facts materially increase the risk beyond that which Guarantor intends to assume or has reason to believe that such facts are unknown to Guarantor. Guarantor knowingly accepts the full range of risk encompassed within a contract of "Continuing Guaranty" which includes, without limitation, the possibility that Franchisee will contract for additional obligations and indebtedness for which Guarantor may be liable hereunder.

10. Representation and Warranty. Guarantor represents and warrants to Franchisor that this Continuing Guaranty has been duly executed and delivered by Guarantor and constitutes a legal, valid and binding obligation of Guarantor, enforceable against Guarantor in accordance with its terms.

11. Binding Upon Successors; Death of Guarantor; Joint and Several.

11.1 This Continuing Guaranty shall inure to the benefit of Franchisor and its successors and assigns.

11.2 All references herein to Franchisee shall be deemed to include its successors and permitted assigns, and all references herein to Guarantor shall be deemed to include Guarantor and Guarantor's successors and permitted assigns and, upon the death of a Guarantor, the duly appointed representative, executor or administrator of the Guarantor's estate. This Continuing Guaranty shall not terminate or be revoked upon the death of a Guarantor, notwithstanding any knowledge by Franchisor of a Guarantor's death.

11.3 If there shall be more than one Guarantor (or more than one person or entity comprises Guarantor) under this Agreement, all of the Guarantor's obligations and the other obligations, representations, warranties, covenants and other agreements of any Guarantor under this Agreement shall be joint and several obligations and liabilities of each Guarantor.

11.4 In addition and notwithstanding anything to the contrary contained in this Continuing Guaranty or in any other document, instrument or agreement between or among any of Franchisor, Franchisee, Guarantor or any third party, the obligations of Guarantor with respect to the Obligations shall be joint and several with each and every other person or entity that now or hereafter executes a guaranty of any of the Obligations separate from this Continuing Guaranty.

12. Governing Law. This Continuing Guaranty shall be governed by and construed in accordance with the laws of the State of California. Wherever possible each provision of this Continuing Guaranty shall be interpreted as to be effective and valid under applicable law, but if any provision of this Continuing Guaranty shall be prohibited by or invalid under such law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Continuing Guaranty.

13. ADVICE OF COUNSEL. GUARANTOR ACKNOWLEDGES THAT GUARANTOR HAS EITHER OBTAINED THE ADVICE OF COUNSEL OR HAS HAD THE OPPORTUNITY TO OBTAIN SUCH ADVICE IN CONNECTION WITH THE TERMS AND PROVISIONS OF THIS CONTINUING GUARANTY.

14. Entire Agreement. This Continuing Guaranty contains the complete understanding of the parties hereto with respect to the subject matter herein. Guarantor acknowledges that Guarantor is not relying upon any statements or representations of Franchisor not contained in this Continuing Guaranty and that such statements or representations, if any, are of no force or effect and are fully superseded by this Continuing Guaranty. This Continuing Guaranty may only be modified by a writing executed by Guarantor and Franchisor.

IN WITNESS WHEREOF, Guarantor has executed this Continuing Guaranty this ____ day of _________, 20__.

"GUARANTOR"

____

____

EXHIBIT D

AREA DEVELOPMENT AGREEMENT

BLAZE PIZZA, LLC

AREA DEVELOPMENT AGREEMENT

BY AND BETWEEN

BLAZE PIZZA, LLC

AND

____

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EXHIBITS:

Exhibit A Data Sheet
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Appendix 1 - Definitions

BLAZE PIZZA
AREA DEVELOPMENT AGREEMENT

THIS **AREA DEVELOPMENT AGREEMENT** (the "**AD Agreement**") is made and entered into effective as of the date listed on Exhibit A to this AD Agreement (the "**Effective Date**") by and between Blaze Pizza, LLC a California limited liability company (the "**Franchisor**") and the area developer listed on Exhibit A to this AD Agreement ("**Area Developer**"). If more than one person or entity is listed as Area Developer, each such person or entity shall be jointly and severally liable for all rights, duties, restrictions and obligations under this AD Agreement.

A. Franchisor offers franchise rights related to the development, establishment and operation of "Blaze Pizza" restaurants operated in accordance with Franchisor's prescribed methods and business practices (the "**Restaurants**").

B. Franchisor desires to expand the Blaze Pizza-brand in the development area (defined below), and Area Developer wishes to develop Restaurants in the development area, upon the terms and conditions as set forth in this AD Agreement.

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1
GRANT OF DEVELOPMENT RIGHTS

1.1 Certain Fundamental Definitions and Applicable Information. In this AD Agreement, in addition to those terms defined in Appendix 1 and elsewhere in this AD Agreement, the following terms, shall have the meanings set forth below, unless the context otherwise requires: The "**Expiration Date**" of this AD Agreement is set forth in Exhibit A.

"**Operating Principal**" shall be the person identified in Exhibit A to this AD Agreement, or such other individual hereafter designated by Area Developer, and accepted by Franchisor (and until subsequently disapproved by Franchisor), to serve as the authorized representative of Area Developer, who Area Developer acknowledges and agrees shall act as Area Developer's representative, who shall hold ten percent (10%) or more of the Equity of Area Developer, and who shall have the authority to act on behalf of Area Developer during the Term.

1.2 Grant of Development Rights

1.2.1 Upon the terms and subject to the conditions of this AD Agreement, Franchisor hereby grants to Area Developer, and Area Developer hereby accepts, the right and obligation, during the Term (defined below), to develop Restaurants (defined below) in the geographic area defined in Exhibit A, which is attached hereto and by this reference made a part hereof (the "**Development Area**").

1.2.2 No right or license is granted to Area Developer hereunder to use any trademarks, trade names, service marks, logotypes, insignias, trade dress or designs owned by Franchisor, such right and license being granted solely pursuant to Franchise Agreements executed pursuant hereto. Without limiting the generality of the foregoing, nothing in this AD Agreement shall permit Area Developer to own or operate a Restaurant, except pursuant to duly executed and subsisting Franchise Agreement. Area Developer shall not use such trademarks, trade names, service marks, logotypes, insignias, trade dress or designs in any manner or for any purpose, including in connection with any offering of securities or any request for credit, without the prior express written approval of Franchisor.

1.3 Exclusivity

1.3.1 Subject to Section 3.1 below, during the Term of this AD Agreement, Franchisor and its Affiliates shall not operate or grant a license or franchise to any other person to operate a Restaurant within the Development Area.

1.3.2 Except to the limited extent expressly provided in Section 1.3.1, the rights granted under this AD Agreement are non-exclusive and Franchisor expressly reserves all other rights, including the exclusive, unrestricted right, in its discretion, directly and indirectly, through its employees, Affiliates, representatives, licensees, assigns, agents and others, (i) to own or operate and to franchise or license others (which may include Franchisor's Affiliates) to own or operate Restaurants at any location outside the Development Area and regardless of their proximity to any Restaurant developed or under development or consideration by Area Developer, even if doing so will impact any Restaurant developed or under development or consideration by Area Developer, (ii) to own or operate and to franchise or license others to own or operate restaurants under names other than "Blaze Pizza" at any location whatsoever, and regardless of their proximity to any Restaurant developed or under development or consideration by Area Developer, (iii) to own or operate and to franchise or license others to own or operate Non-Traditional Restaurants at any location and regardless of their proximity to any Restaurant developed or under development or consideration by Area Developer, and of any type whatsoever, within or outside the Development Area, and regardless of their proximity to any Restaurant developed or under development or consideration by Area Developer; (iv) to own or operate and to franchise or license others to own or operate Restaurants in any shopping center provided that Franchisor shall first have given, and Area Developer shall not have accepted, a right of first refusal for at least 7 days to execute a Franchise Agreement to open a Restaurant, and pay the Then-current initial franchise fee; (v) to produce, license, distribute and market "Blaze Pizza" and "Fast Fire'd" brand named products, and products bearing other marks, including pre-packaged food, snacks, beverage and other products; books; clothing; souvenirs and novelty items, at or through any location or outlet, including grocery stores and convenience stores (including those which may be located within the Development Area), and through any distribution channel, at wholesale or retail, including by means of mail order catalogs, direct mail advertising, Internet marketing and other distribution methods; (vi) 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 the same as or similar to those provided at Restaurants, or by another business, even if such business operates, franchises and/or licenses competitive businesses in the Development Area; (vii) to acquire the assets or ownership interests of one or more businesses providing products and services the same as or similar to those provided at 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 (including in the Development Area); (viii) to deliver and cater and/or to license to other Restaurants or third parties to deliver and cater at any location within or outside of the Development Area without compensation to Area Developer, and to establish a delivery and catering policy in the future which may restrict the delivery and catering jurisdiction of Franchisor or of any franchisees; and (ix) to establish and operate, and to grant to others the right to establish and operate, businesses offering dissimilar products and services, both inside and outside the Development Area under the Marks and on any terms and conditions Franchisor deems appropriate.

ARTICLE 2
AREA DEVELOPER'S DEVELOPMENT OBLIGATION

2.1 Development Obligation

2.1.1 Within each Development Period specified in Exhibit B, Area Developer shall construct, equip, open and thereafter continue to operate within the Development Area, not less than the cumulative number of Restaurants required by the Development Obligation for that Development Period.

2.1.2 All Restaurants developed hereunder which are open and operating and which have been assigned to Affiliates of Area Developer in accordance with Section 7.2.2 with Franchisor's consent, shall count in determining whether Area Developer has satisfied the Development Obligation for so long as the applicable Affiliate continues to satisfy the conditions set forth in Section 7.2.2.

2.2 Timing of Execution of Leases and Franchise Agreements. Franchisee must execute a Franchise Agreement for the first Restaurant to be developed hereunder at the same time it signs this AD Agreement. Thereafter, and notwithstanding anything to the contrary contained herein, on or before the date which is 180 days before the end of each Development Period, Area Developer shall have executed (in accordance with this AD Agreement) a lease (or purchase agreement) and Franchise Agreement and paid the required Initial Franchise Fee, for each Restaurant that is required to be constructed, equipped, opened and thereafter operated by the end of such Development Period. Area Developer must enter into each Franchise Agreement while Franchisor is offering franchises for sale.

2.3 Area Developer May Not Exceed the Development Obligation. Unless Franchisor shall otherwise consent in writing, Area Developer may not construct, equip, open and operate more than the total number of Restaurants comprising the Development Obligation.

ARTICLE 3
DEVELOPMENT AREA

3.1 Franchisor's Right to Develop. Notwithstanding Section 1.3.1 above, Area Developer acknowledges that the Development Area may already include existing Blaze Pizza Restaurants and that Area Developer may not develop a Restaurant that infringes on the territorial rights of existing Blaze Pizza franchisees. If during the Term of this AD Agreement, Area Developer is unable or unwilling, or fails for any reason to satisfy the Development Obligation, then Franchisor shall have the right, in its full and absolute discretion, to either: (i) terminate all rights of Area Developer hereunder upon notice by Franchisor to Area Developer; or (ii) reduce or otherwise modify the Development Area as Franchisor deems appropriate.

ARTICLE 4
TERM OF AREA DEVELOPMENT AGREEMENT

4.1 Term. The term of this AD Agreement shall commence on the Effective Date and, unless otherwise negotiated, terminated or extended as provided herein, shall continue until the earlier of (i) the Expiration Date, or (ii) the date of execution of the Franchise Agreement granting Area Developer the right to open the last Restaurant necessary for Area Developer to fully satisfy the Development Obligation (the "**Term**").

4.2 Limited Additional Development Right. If Area Developer shall determine that it desires to engage in further development of the Development Area in excess of the Development Obligation, Area Developer shall at the earlier of (i) 180 days prior to the scheduled expiration of the Term or (ii) the date on which acceptance of the proposed site for the last Restaurant required to meet the Development Obligation is issued, notify Franchisor in writing ("**Additional Development Notice**") of Area Developer's desire to develop additional Restaurants in the Development Area and a plan for such development over a new term, setting forth the number of proposed Restaurants and the deadlines for the development of each of them within such proposed term. This right of additional development by Area Developer shall be exercised only in accordance with Section 4.3 and is subject to the conditions set forth in Section 4.4. This AD Agreement is not otherwise renewable.

4.3 Exercise of Right of Additional Development

4.3.1 If Franchisor determines the additional development obligation proposed by the Additional Development Notice is unacceptable in any respect(s), Franchisor and Area Developer shall (subject to Section 4.4) negotiate during the following 60 days in an effort to reach a mutually agreeable additional development obligation. Each party may negotiate to protect its own interests as it deems appropriate in its discretion.

4.3.2 If the additional development obligation proposed by the Additional Development Notice is acceptable to Franchisor, or if Franchisor and Area Developer reach agreement on an alternative additional development obligation (the "**Additional Development Obligation**") within said 60 day period, then Franchisor shall deliver to Area Developer a copy of Franchisor's Then-current franchise disclosure document, if required by Applicable Law, and two copies of the Then-current area development agreement, which may vary substantially from this AD Agreement, setting forth the agreed upon Additional Development Obligation. Within 30 days after Franchisor's delivery of the said area development agreement, but no sooner than immediately after the expiration of any applicable waiting period(s) prescribed by Applicable Law, Area Developer shall execute the area development agreement and return them to Franchisor for the Restaurants required by the Additional Development Obligation. Franchisor may waive the development fee if Area Developer had met its Development Obligations under the original area development agreement. If Area Developer has so executed and returned the copies and has satisfied the conditions set forth in Section 4.4, Franchisor will execute the copies and return one fully executed copy to Area Developer.

4.4 Conditions to Exercise of Right of Additional Development. Area Developer's right to additional development described in Section 4.1 shall be subject to Area Developer's fulfillment of the following conditions precedent:

4.4.1 Area Developer (and each of its Affiliates which have developed or operate Restaurants in the Development Area) shall have fully performed all of its obligations under this AD Agreement and all other agreements between Franchisor and Area Developer (or the applicable Affiliate).

4.4.2 Area Developer shall have demonstrated to Franchisor Area Developer's financial capacity to perform the Additional Development Obligations set forth in the area development agreement. In determining if Area Developer is financially capable, Franchisor will apply the same criteria to Area Developer as it applies to prospective area developer franchisees at that time.

4.4.3 At the expiration of each Development Period and at the expiration of the Term, Area Developer shall have opened and shall thereafter have continued to operate, in the Development Area, not less than the aggregate number of Restaurants then required by the Development Obligation.

4.4.4 Franchisor and Area Developer shall have executed a new area development agreement pursuant to Section 4.2.

4.4.5 Area Developer and all Affiliates of Area Developer who then have a currently effective Franchise Agreement or Area Development Agreement with Franchisor shall have executed and delivered to Franchisor a general release, on a form prescribed by Franchisor, of any and all known and unknown claims against Franchisor or its Affiliates, and their respective officers, directors, agents, shareholders and employees.

4.4.6 Area Developer must meet Franchisor's Then-current qualifications for successor area development which may include certain operational requirements of Area Developer's existing Restaurants.

4.5 Effect of Expiration. Unless an Additional Development Obligation shall have been agreed upon, and a new area development agreement shall have been executed by the parties pursuant to Sections 4.1 and 4.2, following the expiration of the Term, or the sooner termination of this AD Agreement, (a) Area Developer shall have no further right to construct, equip, own, open or operate additional Restaurants which are not, at the time of such termination or expiration, the subject of a then existing Franchise Agreement between Area Developer (or an Affiliate of Area Developer) and Franchisor which is then in full force and effect, and (b) Franchisor or its Affiliates may thereafter itself construct, equip, open, own or operate, and license others to (or grant development rights to) construct, equip, open, own or operate Restaurants at any location(s) (within or outside of the Development Area), without any restriction, subject only to the territorial rights granted, if any, for any then existing Restaurant pursuant to a validly subsisting Franchise Agreement executed for such Restaurant.

ARTICLE 5
PAYMENTS BY AREA DEVELOPER

5.1 Initial Development Fee. Concurrently with the execution of this AD Agreement, Area Developer shall pay to Franchisor, by payment method designated by Franchisor, the Initial Development Fee. The "**Initial Development Fee**" means the amount set forth in Exhibit A representing '$10,000 for each Restaurant (other than the first Restaurant) required to be opened during the Term pursuant to the Development Obligation. The Initial Development Fee is not refundable under any circumstances, even if Area Developer fails to develop or open any Restaurants under this AD Agreement.

5.2 Initial Franchise Fee. At the time the Franchise Agreement for each Restaurant is signed, Area Developer shall pay to Franchisor, in cash or by certified check, an initial franchise fee equal to $30,000 (the "**Initial Franchise Fee**") for each Restaurant to be opened pursuant hereto ($10,000 of which shall be applied from the Initial Development Fee for the second and subsequent Franchise Agreements until the Initial Development Fee is exhausted). The Franchise Agreement for the first Restaurant is signed simultaneously with this AD Agreement so the full Initial Franchise Fee for the first Restaurant is due concurrently with the signing of this AD Agreement.

ARTICLE 6
EXECUTION OF INDIVIDUAL FRANCHISE AGREEMENTS

6.1 Site Review

6.1.1 When Area Developer has located a proposed site for construction of a Restaurant, Area Developer shall submit to Franchisor such demographic and other information regarding the proposed site and neighboring areas as Franchisor shall require, in the form prescribed by Franchisor ("**Site Review Request**"). Franchisor may seek such additional information as it deems necessary within 14 days of submission of Area Developer's Site Review Request, and Area Developer shall respond promptly to such request for additional information. If Franchisor shall not deliver written notice to Area Developer that Franchisor accepts the proposed site, within 14 days of receipt of Area Developer's fully and accurately completed Site Review Request, or within 14 days after receipt of such additional requested information, whichever is later, the site shall be deemed rejected. If the Franchisor accepts the proposed site it shall notify Area Developer of its acceptance of the site.

6.1.2 Although Franchisor may voluntarily (without obligation) assist Area Developer in locating an acceptable site for a Restaurant, neither Franchisor's said assistance, if any, nor its acceptance of any proposed site, whether initially proposed Area Developer or by Franchisor, shall be construed to insure or guarantee the profitable or successful operation of the Restaurant at that site by Area Developer, and Franchisor hereby expressly disclaims any responsibility therefor. Area Developer acknowledges its sole responsibility for finding each site for the Restaurants it develops pursuant to this AD Agreement.

6.1.3 Unless waived by Franchisor in whole or in part, upon submitting a fourth or subsequent Site Review Request to Franchisor for review, Area Developer shall reimburse Franchisor for all costs and expenses of Franchisor incurred in reviewing the Site Review Requests, including payment to consultants and agents retained by Franchisor to assist in conducting such review and including a reasonable allocation of overhead and administrative expenses.

6.2 Delivery of Franchise Disclosure Document, Execution of Lease and Franchise Agreement

6.2.1 Promptly following Area Developer's receipt of acceptance, Area Developer shall proceed to negotiate a lease or purchase agreement for the site and shall submit to Franchisor a copy of the proposed lease or purchase agreement, as applicable. Following Franchisor's receipt of the proposed lease or purchase agreement, as applicable, which meets Franchisor's requirements, Franchisor shall notify Area Developer of its acceptance of the proposed lease or purchase agreement, as applicable.

6.2.2 Franchisor's review and acceptance of the lease is solely for Franchisor's benefit and is solely an indication that the lease meets Franchisor's minimum Standards and specification at the time of acceptance of the lease (which may be different that the requirements of this AD Agreement). Franchisor's review and acceptance of the lease shall not be construed to be an endorsement of such lease, confirmation that such lease complies with Applicable Law, or confirmation that the terms of such lease are favorable to Area Developer, and Franchisor hereby expressly disclaims any responsibility therefore.

6.2.3 Subject to Section 6.3, after Franchisor's acceptance of each proposed site, Franchisor shall deliver to Area Developer a copy of Franchisor's Then-current franchise disclosure document as may be required by Applicable Law (the "**Franchise Disclosure Document**") the Then-current Franchise Agreement. Immediately upon receipt of the Franchise Disclosure Document, Area Developer shall return to Franchisor an executed copy of the acknowledgment of receipt of the Franchise Disclosure Document. Area Developer acknowledges that the new Franchise Agreement may vary substantially from the current Franchise Agreement. If Franchisor is not legally able to deliver a Franchise Disclosure Document to Area Developer by reason of any lapse or expiration of its franchise registration, or because Franchisor is in the process of amending any such registration, or for any reason beyond Franchisor's reasonable control, Franchisor may delay acceptance of the site for Area Developer's proposed Restaurant, or delivery of a Franchise Agreement, until such time as Franchisor is legally able to deliver a Franchise Disclosure Document.

6.2.4 Within 30 days after Area Developer's receipt of the Franchise Disclosure Document and the Then-current Franchise Agreement, but no sooner than immediately after any applicable waiting periods prescribed by Applicable Law have passed, Area Developer shall execute the Franchise Agreement described in the Franchise Disclosure Document and pay Franchisor the applicable Initial Franchise Fee.

6.2.5 Area Developer shall not execute any lease or purchase agreement for any Restaurant, unless and until Franchisor has accepted the proposed site and Franchisor has delivered to Area Developer a fully executed Franchise Agreement counter-signed by Franchisor pursuant to Sections 6.2.4. After Franchisor's acceptance of the site and (sub)lease, if leased or subleased, and its delivery to Area Developer of the fully executed Franchise Agreement, Area Developer shall then procure the site, pursuant to the (sub)lease which has been reviewed and accepted by Franchisor, if (sub)leased, and shall forward to Franchisor, within ten days after its execution, one copy of the executed lease or, if purchased, the deed evidencing Area Developer's right to occupy the site. Area Developer shall then commence construction and operation of the Restaurant pursuant to the terms of the applicable Franchise Agreement.

6.3 Condition Precedent to Franchisor's Obligations. It shall be a condition precedent to Franchisor's obligations pursuant to Sections 6.1 and 6.2, and to Area Developer's right to develop each and every Restaurant, that Area Developer shall have satisfied all of the following conditions precedent prior to Franchisor's acceptance of the proposed Restaurant and the site and lease or purchase agreement therefor, and the Franchisor's execution of the Franchise Agreement therefor:

6.3.1 Area Developer (and each of its Affiliates which have developed or operate Restaurants in the Development Area) shall have fully performed all of its obligations under this AD Agreement and all Franchise Agreements and other written agreements between Franchisor and Area Developer (or any such Affiliate of Area Developer), and must not at any time following Area Developer's submission of its Site Review Request, and until Franchisor grants its acceptance of the proposed site, be in Default of any of its contractual or other legal obligations to Franchisor or any of its Affiliates, or any approved vendor or supplier, or to any federal, state, county or municipal agency.

6.3.2 Area Developer shall have demonstrated to Franchisor, in Franchisor's discretion, Area Developer's financial and other capacity to perform the obligations set forth in the proposed new Franchise Agreement, including Area Developer's submission of a comprehensive management plan acceptable to, and accepted by Franchisor, which shall include among other reasonable requirements as may be established by Franchisor, an organization chart and supervisory requirements for the proposed Restaurant. In determining if Area Developer is financially or otherwise capable, Franchisor shall apply the same criteria to Area Developer as it applies to prospective area developers at that time.

6.3.3 Area Developer shall continue to operate, in the Development Area, not less than the cumulative number of Restaurants required by the Development Obligation set forth in Exhibit B to be in operation as of the end of the immediately preceding Development Period.

6.3.4 Area Developer, and each of its Affiliates who then has a currently effective Franchise Agreement or area development agreement with Franchisor, must sign a general release of any claims they may have against Franchisor and its Affiliates, on a form prescribed by Franchisor.

ARTICLE 7
ASSIGNMENT AND SUBFRANCHISING

7.1 Assignment by Franchisor. This AD Agreement is fully transferable by Franchisor, in whole or in part, without the consent of Area Developer and shall inure to the benefit of any transferee or their legal successor to Franchisor's interests herein; provided, however, that such transferee and successor shall expressly agree to assume Franchisor's obligations under this AD Agreement. Without limiting the foregoing, Franchisor may (i) assign any or all of its rights and obligations under this AD Agreement to an Affiliate; (ii) sell its assets, its marks, or its System outright to a third party; (iii) engage in a public offering of its securities; (iv) engage in a private placement of some or all of its securities; (v) merge, acquire other corporations, or be acquired by another corporation; or (vi) undertake a refinancing, recapitalization, leveraged buy-out or other economic or financial restructuring. Franchisor shall be permitted to perform such actions without liability or obligation to Area Developer who expressly and specifically waives any claims, demands or damages arising from or related to any of the above actions (or variations thereof). In connection with any of the foregoing, at Franchisor's request, Area Developer shall deliver to Franchisor a statement in writing certifying (a) that this AD Agreement is unmodified and in full force and effect (or if there have been modifications that the AD Agreement as modified is in full force and effect and identifying the modifications); (b) that Area Developer is not in Default under any provision of this AD Agreement, or if in Default, describing the nature thereof in detail; and (c) as to such other matters as Franchisor may reasonably request; and Area Developer agrees that any such statements may be relied upon by Franchisor and any prospective purchaser, assignee or lender of Franchisor.

7.2 No Subfranchising by Area Developer

7.2.1 Area Developer shall not offer, sell, or negotiate the sale of "Blaze Pizza" franchises to any third party, either in Area Developer's own name or in the name and/or on behalf of Franchisor, or otherwise subfranchise, subcontract, sublicense, share, divide or partition this AD Agreement, and nothing in this AD Agreement will be construed as granting Area Developer the right to do so. Area Developer shall not execute any Franchise Agreement with Franchisor, or construct or equip any Restaurant with a view to offering or assigning such Franchise Agreement or Restaurant to any third party.

7.2.2 Notwithstanding Section 7.2.1, Area Developer may, with Franchisor's prior written consent, execute and contemporaneously assign a Franchise Agreement executed pursuant hereto to a separate Entity controlled by Area Developer (each a "**Subsidiary**"); provided and on condition that:

(a) Upon Franchisor's request, Area Developer has delivered to Franchisor a true, correct and complete copy of the Subsidiary's articles of incorporation or articles of organization, bylaws, operating agreement, Partnership agreement, and other organizational documents, and Franchisor has accepted the same;

(b) The Subsidiary's articles of incorporation or articles of organization, bylaws, operating agreement, and Partnership agreement, as applicable, shall provide that its activities are confined exclusively to operating Restaurants;

(c) Area Developer directly owns and controls all of the Equity and voting rights of the Subsidiary;

(d) the Subsidiary is in good standing in its jurisdiction of organization and each other jurisdiction where the conduct of its business or the operation of its properties requires it to be so qualified;

(e) the person designated by Area Developer as the Operating Principal has exclusive day-to-day operational control over the Subsidiary;

(f) the Subsidiary conducts no business other than the operation of the Restaurant;

(g) the Subsidiary assumes all of the obligations under the Franchise Agreement as Area Developer pursuant to written agreement, the form and substance of which shall be acceptable to Franchisor;

(h) each person or Entity comprising Area Developer, and all present and future Owners of ten percent (10%) or more (directly or indirectly), in the aggregate, of the Equity or voting rights of any area developer under any and all Franchise Agreements executed pursuant to this AD Agreement shall execute a written guarantee in a form prescribed by Franchisor, personally, irrevocably and unconditionally guaranteeing, jointly and severally, with all other guarantors, the full payment and performance of all of the obligations to Franchisor and to Franchisor's Affiliates under this AD Agreement and each Franchise Agreement executed pursuant hereto (for purposes of determining whether said ten percent (10%) threshold is satisfied, holdings of spouses, family members who live in the same household, and Affiliates shall be aggregated);

(i) none of the Owners of the Equity of the Area Developer or Subsidiary under the applicable Franchise Agreement is engaged in Competitive Activities;

(j) at Franchisor's request, Area Developer shall, and shall cause each of its Affiliates to execute and deliver to Franchisor a general release, on a form prescribed by Franchisor of any and all known and unknown claims against Franchisor and its Affiliates and their officers, directors, agents, shareholders and employees; and

(k) Area Developer shall reimburse Franchisor for all direct and indirect costs and expenses it may incur in connection with the transfer and Assignment, including attorney's fees.

7.2.3 In the event that Area Developer exercises its rights under Section 7.2.2 then, Area Developer and such Subsidiary shall, in addition to any other covenants contained in the applicable Franchise Agreement, affirmatively covenant to continue to satisfy each of the conditions set forth in Section 7.2.2 throughout the term of such Franchise Agreement. Any Subsidiary shall be jointly and severally liable with Area Developer and will adopt, assume and agree to be bound by and liable for the breach of all representations, warranties, obligations, restrictions and acknowledgements of Area Developer under this AD Agreement.

7.3 Assignment by Area Developer

7.3.1 This AD Agreement has been entered into by Franchisor in reliance upon and in consideration of the singular personal skill, qualifications and trust and confidence reposed in Area Developer. Neither Area Developer nor any Owner shall cause or permit any Assignment unless Area Developer shall have obtained Franchisor's prior written consent, which consent may be withheld for any reason whatsoever in Franchisor's judgment, and shall comply with Franchisor's right of first refusal pursuant to Section 7.3.6. Except as provided in Section 7.2.2, Area Developer acknowledges and agrees that it will not be permitted to make an Assignment of this AD Agreement or sell, gift, convey, assign or transfer the assets used in any of the Restaurants developed hereunder or any Franchise Agreement executed pursuant to this AD Agreement except in conjunction with a concurrent Assignment to the same approved assignee of all of the assets used in all of said Restaurants, and all of the Franchise Agreements executed pursuant to this AD Agreement or at Franchisor's election the execution by the assignee of new Franchise Agreements on Franchisor's Then-current form for each of the Restaurants then developed or under development by Area Developer, with Franchisor's prior-written consent, and otherwise in accordance with the terms and conditions of Area Developer's Franchise Agreement(s).

7.3.2 Franchisor will not unreasonably withhold its consent to any Assignment which is subject to the restrictions of this Section, provided however, Franchisor may impose any reasonable condition to the granting of its consent, and requiring Area Developer to satisfy any or all of the following conditions shall be deemed reasonable:

(a) Area Developer's written request for Franchisor's consent to Assignment must be accompanied by a detailed description of the price and all material terms and conditions of the proposed Assignment and the identity of the proposed assignee and such other information as Franchisor may reasonably request;

(b) Area Developer shall not be in default under the terms of this AD (or any other related agreement), including all of its then-due Development Obligations;

(c) Area Developer, and its Owners, if the Area Developer is an Entity, shall execute a general release under seal, in a form prescribed by Franchisor, of any and all claims against Franchisor, its Affiliates, Owner(s), directors, officers, agents and employees;

(d) The transferee shall demonstrate to Franchisor's satisfaction that transferee meets the criteria considered by Franchisor when reviewing a prospective developer's application for development rights, including Franchisor's educational, managerial and business standards, transferee's good moral character, business reputation and credit rating, transferee's aptitude and ability to conduct the business contemplated hereunder (as may be evidenced by prior related business experience or otherwise), transferee's financial resources and capital, and the geographic proximity of other territories with respect to which transferee has been granted development rights or of other Blaze Pizza Restaurants operated by transferee, if any;

(e) Area Developer or the transferee shall pay a transfer fee of 50% of our Then-current initial franchise fee or such greater amount as is necessary to reimburse Franchisor for its reasonable costs and expenses associated with reviewing the application to Assignment, including, without limitation, legal and accounting fees;

(f) neither the transferee/assignee nor its owners (if the transferee is an Entity) or Affiliates are engaged in any Competitive Activities;

(g) The transferee/assignee shall have either: (a) assumed this AD Agreement by a written assumption agreement approved by Franchisor, or has agreed to do so at closing, and at closing executes an assumption agreement approved by Franchisor; provided however, that such assumption shall not relieve Area Developer (as transferor/assignor) of any such obligations; or (b) at Franchisor's option, shall have executed a replacement area development agreement and related documents, including but not limited to guaranty, on the Then-current standard forms used by Franchisor, and, at the Franchisor's request, the transferor/assignor shall have executed a continuing guaranty in favor of Franchisor of the performance and payment by the transferee/assignee of all obligations and debts to Franchisor and its Affiliates under the replacement franchise agreement; and

(h) The transferor/assignor will reimburse Franchisor upon receipt of Franchisor's invoice for any broker or other placement fees Franchisor incurs as a result of the transfer.

7.3.3 Franchisor's consent to an Assignment shall not constitute a waiver of any claims it may have against the transferring party arising out of this AD Agreement or otherwise, including: (a) any payment or other duty owed by Area Developer to Franchisor under this AD Agreement before such

Assignment; or (b) Area Developer's duty of indemnification and defense as set forth in Section 11.2 of this AD, whether before or after such Assignment; or (c) the obligation to obtain Franchisor's consent to any subsequent transfer.

7.3.4 Area Developer shall not, directly or indirectly, pledge, encumber, hypothecate or otherwise grant any third party a security interest in this AD Agreement in any manner whatsoever without the prior express written consent of Franchisor. To the extent that the foregoing prohibition may be ineffective under Applicable Law, Area Developer shall provide not less than ten days prior written notice (which notice shall contain the name and address of the secured party and the terms of such pledge, encumbrance, hypothecation or security interest) of any pledge, encumbrance, hypothecation or security interest in this AD Agreement.

7.3.5 Securities, Partnership or other ownership interests in Area Developer may not be offered to the public under the Securities Act of 1933, as amended, nor may they be registered under the Securities Exchange Act of 1934, as amended, or any comparable federal, state or foreign law, rule or regulation. Such interests may be offered by private offering or otherwise only with the prior written consent of Franchisor, which consent shall not be unreasonably withheld. All materials required for any such private offering by federal or state law shall be submitted to Franchisor for a limited review as discussed below prior to being filed with any governmental agency; and any materials to be used in any exempt offering shall be submitted to Franchisor for such review prior to their use. No such offering by Area Developer shall imply that Franchisor is participating in an underwriting, issuance or offering of securities of Area Developer or Franchisor, and Franchisor's review of any offering materials shall be limited solely to the subject of the relationship between Franchise and Franchisor and its Affiliates. Franchisor may, at its option, require Area Developer's offering materials to contain a written statement prescribed by Franchisor concerning the limitations described in the preceding sentence. Area Developer, its Owners and the other participants in the offering must fully defend and indemnify Franchisor, and its Affiliates, their respective partners and the officers, directors, manager(s) (if a limited liability company), shareholders, members, partners, agents, representatives, independent contractors, servants and employees of each of them, from and against any and all losses, costs and liability in connection with the offering and shall execute any additional documentation required by Franchisor to further evidence this indemnity. For each proposed offering, Area Developer shall pay to Franchisor the greater of (a) a non-refundable fee equal to fifty percent (50%) of our Then-current initial franchise fee; or, (b) our reasonable costs and expenses associated with reviewing the proposed offering, including without limitation, legal and accounting fees. Area Developer shall give Franchisor written notice at least thirty (30) days prior to the date of commencement of any offering or other transaction covered by this Section.

7.3.6 Area Developer's written request for consent to any Assignment must be accompanied by an offer to Franchisor of a right of first refusal to purchase the interest which is proposed to be transferred, on the same terms and conditions offered by the third party; provided that Franchisor may substitute cash for any non-cash consideration proposed to be given by such third party (in an amount determined by Franchisor reasonably and in good faith as the approximate equivalent value of said non-cash consideration); and provided further that Area Developer shall make representations and warranties to Franchisor customary for transactions of the type proposed (the "**ROFR**"). Franchisor shall have the option to assign the ROFR to a designee upon written notice to Area Developer. If Franchisor (or its designee) elects to exercise the ROFR, Franchisor or its designee, as applicable, shall send written notice of such election to Area Developer within 60 days of receipt of Area Developer's request. If Franchisor (or its designee) elects to exercise the ROFR, the closing of the transaction shall occur within 60 days following the date of Franchisor's acceptance. Any material change in the terms of an offer prior to closing or the failure to close the transaction within 60 days following the written notice provided by Area Developer (the "**ROFR Period**") shall cause it to be deemed a new offer, subject to the same right of first refusal by Franchisor, or its third-party designee, as in the case of the initial offer. Franchisor's failure to exercise such right of first refusal shall not constitute consent to the transfer or a waiver of any other provision of this AD Agreement, including any of the requirements of this Article with respect to the proposed transfer.

ARTICLE 8
NON-COMPETITION

8.1 In Term. During the Term, no Restricted Person shall in any capacity, either directly or indirectly, through one or more Affiliates or otherwise, engage in any Competitive Activities at any location, whether within or outside the Development Area.

8.2 Post-Term. To the extent permitted by Applicable Law, upon (i) the expiration or termination of this AD Agreement, (ii) the occurrence of any Assignment, or (iii) the cession of any Restricted Person's relationship with Area Developer, each person who was a Restricted Person before such event shall not for a period of two years thereafter, either directly or indirectly, own, operate, advise, be employed by, or have any financial interest in any business engaged in Competitive Activities within the Development Area.

8.3 Modification

8.3.1 The parties have attempted in Sections 8.1 and 8.2 above to limit the Area Developer's right to compete only to the extent necessary to protect the Franchisor from unfair competition. The parties hereby expressly agree that if the scope or enforceability of Section 8.1 or 8.2 is disputed at any time by a court or arbitrator, as the case may be, may modify either or both of such provisions to the extent that it deems necessary to make such provision(s) enforceable under Applicable Law. In addition, Franchisor reserves the right to reduce the scope of either, or both, of said provisions without Area Developer's consent, at any time or times, effective immediately upon notice to Area Developer.

8.3.2 In view of the importance of the Franchisor's trademarks and the incalculable and irreparable harm that would result to the parties in the event of a Default under this Article 8, the parties agree that each party may seek specific performance and/or injunctive relief to enforce the covenants and agreements in this AD Agreement, in addition to any other relief to which such party may be entitled at law or in equity. Each party submits to the exclusive jurisdiction of the courts of the State of California and the U.S. federal courts sitting in California for purposes thereof. The parties agree that venue for any such proceeding shall be the state and federal courts located in Los Angeles County, California.

ARTICLE 9
TERMINATION

9.1 Termination Pursuant to a Default of this AD Agreement

9.1.1 Subject to Applicable Law to the contrary, this AD Agreement may be terminated by Franchisor in the event of any Default by Area Developer of this AD Agreement, unless such Default is cured by Area Developer within 5 days following written notice of the Default (in the case of a failure to pay money), or ten days following written notice of the Default (in the case of any other Default); provided that in the case of a Default by Area Developer (or its Affiliate) under any Franchise Agreement or other written agreement, the notice and cure provisions of the Franchise Agreement or other agreement shall control.

9.1.2 The term "Default," as used herein, includes the following:

(a) Any Assignment or attempted Assignment in violation of the terms of Section 7.1 or 7.3 of this AD Agreement, or without the written consents required pursuant to this AD Agreement; provided, however, (i) upon prompt written request to Franchisor following the death or legal incapacity of an Area Developer who is an individual, Franchisor shall allow a period of up to nine months after such death or legal incapacity for his or her heirs, personal representatives, or conservators (the "**Heirs**") to seek and obtain Franchisor's consent to the Assignment his or her rights and interests in this AD Agreement to the Heirs or to another person acceptable to Franchisor; or (ii) upon prompt written request to Franchisor following the death or legal incapacity of an Owner of an Area Developer which is an Entity, directly or indirectly, owning more than twenty percent (20%) or more of the Equity or voting power of Area Developer, Franchisor shall allow a period of up to nine months after such death or legal incapacity for his or her Heir(s) to seek and obtain Franchisor's consent to the Assignment of such Equity and voting power to the Heir(s) or to another person or persons acceptable to Franchisor. If, within said nine-month period, said Heir(s) fail to receive Franchisor's consent as aforesaid or to effect such consented to Assignment, then this AD Agreement shall immediately terminate at Franchisor's election.

(b) Subject to Section 2.2 of this AD Agreement, failure of Area Developer to satisfy the Development Obligation within the Development Periods set forth herein.

(c) Failure of Area Developer (or any Affiliate of Area Developer) to pay any Initial Franchise Fee or Royalty Fee in a timely manner as required by this AD Agreement or any Franchise Agreement signed by Area Developer.

(d) Area Developer's opening of any Restaurant in the Development Area except in strict accordance with the procedures set forth in Sections 6.1 through 6.3 of this AD Agreement.

(e) Failure of Area Developer to fully comply with the requirements of Section 8.1 of this AD Agreement.

(f) Area Developer (or any of its Owners) engage in any dishonest or unethical conduct which, in Franchisor's opinion, adversely affects Blaze Pizza Restaurants' reputation or the goodwill associated with the Marks.

(g) Area Developer, its Owners, its Affiliates or any of their investors, representatives or employees make any illicit statements, including any social media posts or any other unlawful, threatening, abusive, libelous, defamatory, obscene, vulgar, pornographic, gambling-related, drug-related, alcohol-related, profane, racist, sexually explicit or indecent comments that in Franchisor's opinion negatively affects Franchisor, its employees, its operations or otherwise affects Blaze Pizza Restaurants' reputation or the goodwill associated with the Marks.

(h) If Area Developer makes any material misrepresentations relating to the acquisition of this AD Agreement.

(i) If Area Developer materially misuses or makes any unauthorized use of the Marks or otherwise materially impairs the goodwill associated therewith or Franchisor's rights therein, or takes any action which reflects materially and unfavorably upon the operation and reputation of Blaze Pizza Restaurants, the System, or the "Blaze Pizza" brand generally.

(j) Area Developer (a) fails on three or more separate occasions within any 12 consecutive month period to comply with this AD Agreement, whether or not Franchisor notifies Area Developer of the failures, and, if Franchisor does notify Area Developer of the failures, whether or not Area Developer corrects the failures after Franchisor's delivery of notice to Area Developer; or (b) fails on two or more separate occasions within any six consecutive month period to comply with the same obligation under this AD Agreement, whether or not Franchisor notifies Area Developer of the failures, and, if Franchisor does notify Area Developer of the failures, whether or not Area Developer corrects the failures after Franchisor's delivery of notice to Area Developer.

(k) Any Default of any other agreement between Area Developer (or any Affiliate of Area Developer) and Franchisor (or any Affiliate of Franchisor), including any Franchise Agreement executed pursuant hereto.

ARTICLE 10
MEDIATION AND ARBITRATION

10.1 Mediation. The parties hereby pledge and agree that prior to filing any arbitration they shall first attempt to resolve any dispute between the parties pursuant to mediation conducted in accordance with the Rules of Practice and Procedure of Judicial Arbitration & Mediation Services, Inc., ("**JAMS**") unless the parties agree on alternative rules and a mediator within 15 days after either party first gives notice of mediation. Mediation shall be conducted in the JAMS office closest to our principal place of business (currently Pasadena, California) and shall be conducted and completed within 45 days following the date either party first gives notice of mediation. If the parties fail to resolve any dispute or claim through mediation within such 45-day period, either party may initiate arbitration. The fees and expenses of the mediator shall be shared equally by the parties. The mediator shall be disqualified as a witness, expert or counsel for any party with respect to any suit and any related matter. Mediation is a compromise negotiation and shall constitute privileged communications under Applicable Law. The entire mediation process shall be confidential and the conduct, statements, promises, offers, views and opinions of the mediator and the parties shall not be discoverable or admissible in any legal proceeding for any purpose; provided, however, that evidence which is otherwise discoverable or admissible shall not be excluded from discovery or admission as a result of its use in the mediation.

10.2 Arbitration. Subject to Section 10.1 and Section 10.5 of this AD Agreement, any controversy or claim between Franchisor and Area Developer arising out of or relating to this AD Agreement or any alleged breach hereof, and any issues pertaining to the arbitrability of such controversy or claim and any claim that this AD Agreement or any part hereof is invalid, illegal, or otherwise voidable or void, shall be submitted to binding arbitration. Said arbitration shall be conducted before and will be heard by three arbitrators in accordance with the then-current Rules of Practice and Procedure of JAMS. If JAMS or any successor thereto, is no longer in existence at the time arbitration is commenced, Franchisor and Area Developer will agree on another arbitration organization to conduct the arbitration proceeding. Judgment upon any award rendered may be entered in any Court having jurisdiction thereof. Except to the extent prohibited by Applicable Law, the proceedings shall be held in the City of Pasadena, State of California. All arbitration proceedings and claims shall be filed and prosecuted separately and individually in the name of Area Developer and Franchisor, and not in any class action or representative capacity, and shall not be joined with or consolidated with claims asserted by or against any other area developer or franchisee. The arbitrators shall have no power or authority to grant punitive or exemplary damages as part of its award. In no event may the material provisions of this AD Agreement be modified or changed by the arbitrators at any arbitration hearing. The arbitration and the parties' agreement therefor shall be deemed to be self-executing, and if either party fails to appear at any properly noticed arbitration proceeding, an award may be entered against such party despite said failure to appear. All issues relating to arbitrability or the enforcement of the agreement to arbitrate contained herein shall be governed by the Federal Arbitration Act (9 U.S.C. § 1 et seq.), notwithstanding any provision of this AD Agreement specifying the state law under which this AD Agreement shall be governed and construed.

10.3 Awards. The arbitrator will have the right to award or include in his award any relief which he or she deems proper in the circumstances, including money damages (with interest on unpaid amounts from the date due), specific performance, injunctive relief and attorneys' fees and costs, in accordance with Section 11.13 of this AD Agreement, provided that the arbitrator will not have the authority to award exemplary or punitive damages. The award and decision of the arbitrator will be conclusive and binding upon all parties and judgment upon the award may be entered in any court of competent jurisdiction. Each party waives any right to contest the validity or enforceability of such award. The parties shall be bound by the provisions of any limitation on the period of time by which claims must be brought. The parties agree that, in connection with any such arbitration proceeding, each will submit or file any claim which would constitute a compulsory counter-claim (as defined by Rule 13 of the Federal Rules of Civil Procedure) within the same proceedings as the claim to which it relates. Any such claim which is not submitted or filed in such proceeding will be barred.

10.4 Permissible Parties. Area Developer and Franchisor agree that arbitration will be conducted on an individual, not a class wide, basis and that any arbitration proceeding between Area Developer and Franchisor will not be consolidated with any other arbitration proceeding involving company and any other person or Entity.

10.5 Injunctive Relief. Notwithstanding anything to the contrary contained in Section 10.1 or Section 10.2 of this AD Agreement, Franchisor and Area Developer will each have the right to obtain specific performance, temporary restraining orders and temporary or preliminary injunctive relief from a court of competent jurisdiction, and other provisional relief including but not limited to enforcement of liens, security agreements, or attachment, as Franchisor deems to be necessary or appropriate to compel Area Developer to comply with the restrictive covenants under Section 8 of this AD Agreement; any claim or dispute involving or contesting the validity of any of the Marks; any action to protect Franchisor's rights in the Marks, the System, or in any of Franchisor's specialized training, trade secrets, confidential materials and practices, or other confidential or proprietary information; or any action seeking compliance with post-termination obligations set forth in Section 9, brought at any time, including prior to or during the pendency of any mediation or arbitration proceedings under Sections 10.1 or 10.2, provided that. Area Developer agrees that Franchisor may have temporary or preliminary injunctive relief without bond, but upon due notice, and Area Developer's sole remedy in the event of the entry of such injunctive relief will be the dissolution of the injunctive relief, if warranted, upon hearing duly had (all claims for damages by reason of the wrongful issuance of any the injunction being expressly waived.

10.6 Survival. The provisions of this Article 10 will continue in full force and effect subsequent to and notwithstanding the expiration or termination of this AD Agreement.

ARTICLE 11
GENERAL CONDITIONS AND PROVISIONS

11.1 Relationship of Area Developer to Franchisor. It is expressly agreed that the parties intend by this AD Agreement to establish between Franchisor and Area Developer the relationship of Franchisor and Area Developer. It is further agreed that Area Developer has no authority to create or assume in Franchisor's name or on behalf of Franchisor, any obligation, express or implied, or to act or purport to act as agent or representative on behalf of Franchisor for any purpose whatsoever. Neither Franchisor nor Area Developer is the employer, employee, agent, partner or co-venturer of or with the other, each being independent. Area

Developer agrees that it will not hold itself out as the agent, employee, partner or co-venturer of Franchisor. All employees hired by or working for Area Developer shall be the employees of Area Developer and shall not, for any purpose, be deemed employees of Franchisor or subject to Franchisor control. Each of the parties agrees to file its own tax, regulatory and payroll reports with respect to its respective employees and operations, saving and indemnifying the other party hereto of and from any liability of any nature whatsoever by virtue thereof.

11.2 Indemnity by Area Developer. Area Developer hereby agrees, at all times, to protect, defend and indemnify Franchisor and its successors and assigns and all of its past, present and future Owners, Affiliates, officers, directors, employees, attorneys and designees and hold each of them harmless from and against any and all costs and expenses, including attorneys' fees, court costs, losses, liabilities, damages, claims and demands of every kind or nature on account of any actual or alleged loss, injury or damage to any person, firm or corporation or to any property arising out of or in connection with Area Developer's construction, development or operation of Restaurants pursuant hereto, and for any breach of this AD Agreement by Area Developer. The terms of this Section 11.2 shall survive the termination, expiration or cancellation of this AD Agreement.

11.3 No Consequential Damages. Franchisor shall not be liable to Area Developer for any consequential damages, including lost profits, interest expense, increased construction or occupancy costs, or other costs and expenses incurred by Area Developer for any reason whatsoever, including by reason of any delay in the delivery of Franchisor's Franchise Disclosure Document caused by legal incapacity during the Term, or other conduct not due to the gross negligence or intentional misfeasance of Franchisor.

11.4 Waiver and Delay. No waiver by Franchisor of any Default or Defaults, or series of Defaults in performance by Area Developer, and no failure, refusal or neglect of Franchisor to exercise any right, power or option given to it hereunder or under any Franchise Agreement or other agreement between Franchisor and Area Developer, whether entered into before, after or contemporaneously with the execution hereof (and whether or not related to the Restaurants), or to insist upon strict compliance with or performance of Area Developer's (or its Affiliates) obligations under this AD Agreement or any Franchise Agreement or other agreement between Franchisor and Area Developer (or its Affiliates), whether entered into before, after or contemporaneously with the execution hereof (and whether or not related to the Restaurants), shall constitute a waiver of the provisions of this AD Agreement with respect to any continuing or subsequent Default or a waiver by Franchisor of its right at any time thereafter to require exact and strict compliance with the provisions thereof.

11.5 Survival of Covenants. The covenants contained in this AD Agreement which, by their nature or terms, require performance by the parties after the expiration or termination of this AD Agreement shall be enforceable notwithstanding said expiration or other termination of this AD Agreement for any reason whatsoever.

11.6 Successors and Assigns. This AD Agreement shall be binding upon and inure to the benefit of the successors and assigns of Franchisor and shall be binding upon and inure to the benefit of Area Developer and his or their respective, heirs, executors, administrators, and its successors and assigns, subject to the prohibitions and restrictions against Assignment contained herein.

11.7 Joint and Several Liability. If Area Developer consists of more than one person or Entity, or a combination thereof, the obligations and liabilities of each of such person or Entity to Franchisor are joint and several, and such person(s) or Entities shall be deemed to be general Partnership.

11.8 Governing Law. This AD Agreement shall (without giving effect to any conflict of laws) be governed in accordance with the laws of the State where the Development Area is located, and any state law relating to (1) the offer and sale of franchises, (2) franchise relationships, or (3) business opportunities, will not apply unless the applicable jurisdictional requirements are met independently with reference to this paragraph.

11.9 Entire Agreement. This AD Agreement and the Blaze Standards Guidelines contain all the terms and conditions agreed upon by the parties with reference to the subject matter of this AD Agreement. No other agreements concerning the subject matter of this AD Agreement, oral or otherwise, shall be deemed to exist or to bind any of the parties. All prior or contemporaneous agreements, understandings and representations relating to the subject matter of this AD Agreement, are merged and are expressly and superseded by this AD Agreement, except such representations as are made in the Franchise Disclosure Document delivered to Area Developer and any representations made by Area Developer in acquiring this AD Agreement. Nothing in this AD Agreement or any related agreement is intended to disclaim the representations made by Franchisor in the Franchise Disclosure Document delivered to Area Developer. No officer or employee or agent of Franchisor has any authority to make any representation or promise not contained in this AD Agreement or in the Franchise Disclosure Document delivered to Area Developer, and Area Developer agrees that it has executed this AD Agreement without reliance upon any such representation or promise. This AD Agreement cannot be amended, modified or changed except by written instrument signed by all of the parties.

11.10 Titles for Convenience. Article and paragraph titles used this AD Agreement are for convenience only and shall not be deemed to affect the meaning or construction of any of the terms, provisions, covenants, or conditions of this AD Agreement.

11.11 Gender and Construction. The terms of all Exhibits hereto are hereby incorporated into and made a part of this AD Agreement as if the same had been set forth in full herein. All terms used in any one number or gender shall extend to mean and include any other number and gender as the facts, context, or sense of this AD Agreement or any Article or Section hereof may require. As used in this AD Agreement, the words "include," "includes" or "including" are used in a non-exclusive sense. Unless otherwise expressly provided herein to the contrary, any consent, approval, acceptance or authorization of Franchisor which Area Developer may be required to obtain hereunder may be given or withheld by Franchisor in its sole discretion, and on any occasion where Franchisor is required or permitted hereunder to make any judgment, determination or use its discretion, including any decision as to whether any condition or circumstance meets Franchisor's Standards or satisfaction, Franchisor may do so in its sole subjective judgment and discretion. No provision herein expressly identifying any particular breach of this AD Agreement as material shall be construed to imply that any other breach which is not so identified is not material. Neither this AD Agreement nor any uncertainty or ambiguity herein shall be construed or resolved against the drafter hereof, whether under any rule of construction or otherwise. On the contrary, this AD Agreement has been reviewed by all parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of all parties hereto. Franchisor and Area Developer intend that if any provision of this AD Agreement is susceptible to two or more constructions, one of which would render the provision enforceable and the other or others of which would render the provision unenforceable, then the provision shall be given the meaning that renders it enforceable.

11.12 Severability, Modification. Nothing contained in this AD Agreement shall be construed as requiring the commission of any act contrary to Applicable Law. Whenever there is any conflict between any provisions of this AD Agreement and any present or future statute, law, ordinance or regulation contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the provisions of this AD Agreement thus affected shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law. In the event that any part, Article, paragraph, sentence or clause of this AD Agreement shall be held to be indefinite, invalid or otherwise unenforceable, the indefinite, invalid or unenforceable provision shall be deemed deleted, and the remaining part of this AD Agreement shall continue in full force and effect.

11.13 Counterparts. This AD Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

11.14 Fees and Expenses. If any party to this AD Agreement shall bring any arbitration, action or proceeding for any relief against the other, declaratory or otherwise, arising out of this AD Agreement, the losing party shall pay the prevailing party's reasonable attorney fees and costs incurred in bringing or defending such arbitration, action or proceeding and/or enforcing any judgment granted therein, all of which shall be deemed to have accrued upon the commencement of such arbitration, action or proceeding and shall be paid whether or not such action or proceedings is prosecuted to final judgment. Any judgment or order entered in such action or proceeding shall contain a specific provision providing for the recovery of attorney fees and costs, separate from the judgment, incurred in enforcing such judgment. For the purposes of this Section, attorney fees shall include fees incurred in the following: (1) post-judgment motions, including motions for fees and costs; (2) contempt proceedings; (3) garnishment, levy, debtor and third party examinations; (4) discovery; and (5) bankruptcy litigation. This Section is intended to be expressly severable from the other provisions of this AD Agreement, is intended to survive any judgment and is not to be deemed merged into the judgment.

11.15 Waiver of Jury Trial; Venue

11.15.1 TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES: (1) HEREBY WAIVE THEIR RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY DISPUTE ARISING UNDER THIS AD AGREEMENT; AND (2) THEY AGREE THAT, LOS ANGELES, CALIFORNIA SHALL BE THE VENUE FOR ANY LITIGATION ARISING UNDER THIS AD AGREEMENT. THE PARTIES ACKNOWLEDGE THAT THEY HAVE REVIEWED THIS SECTION AND HAVE HAD THE OPPORTUNITY TO SEEK INDEPENDENT LEGAL ADVICE AS TO ITS MEANING AND EFFECT.

11.16 Notices. Except as otherwise expressly provided herein, all written notices and reports permitted or required to be delivered by the parties pursuant hereto shall be deemed so delivered at the time delivered by hand; one business day after electronically confirmed transmission by electronic mail one business day after delivery by Express Mail or other recognized, reputable overnight courier; or three business days after placement in the United States Mail by Registered or Certified Mail, Return Receipt Requested, postage prepaid and addressed as follows:

If to Franchisor: BLAZE PIZZA, LLC
35 N. Lake Ave., Suite 810
Pasadena, California 91101
Attention: Legal Department

If to Area Developer: Address set forth in Exhibit A or to such other address as such party may designate by ten days' advance written notice to the other party.

11.17 Electronic Signatures. The counterparts of this AD Agreement and all ancillary documents executed or delivered in connection with this AD Agreement may be executed and signed by electronic signature by any of the parties to this AD Agreement, and delivered by electronic or digital communications to any other party to this AD Agreement, and the receiving party may rely on the receipt of such document so executed and delivered by electronic or digital communications signed by electronic signature as if the original has been received. For the purposes of this AD Agreement, electronic signature means, without limitation, an electronic act or acknowledgement (e.g., clicking an "I Accept" or similar button), sound, symbol (digitized signature block), or process attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record.

ARTICLE 12
SUBMISSION OF AD AGREEMENT

12.1 General. The submission of this AD Agreement does not constitute an offer and this AD Agreement shall become effective only upon the execution thereof by Franchisor and Area Developer.

ARTICLE 13
ADDITIONAL COVENANTS

13.1 Entity Area Developer Information. If Area Developer is an Entity, Area Developer represents and warrants that the information set forth in Exhibit C which is annexed hereto and by this reference made a part hereof, is accurate and complete in all material respects. Area Developer shall notify Franchisor in writing within ten days of any change in the information set forth in Exhibit C, and shall submit to Franchisor a revised Exhibit C, which shall be certified by Area Developer as true, correct and complete and upon acceptance thereof by Franchisor shall be annexed to this AD Agreement as Exhibit C. Area Developer promptly shall provide such additional information as Franchisor may from time to time request concerning all persons who may have any direct or indirect financial interest in Area Developer, including providing copies of all amendments to Area Developer's "**Entity Documents**" as defined in Exhibit C. Area Developer shall conduct no business other than the business contemplated hereunder and under any currently effective Franchise Agreement between Franchisor and Area Developer. The Entity Documents of Area Developer shall recite that the issuance and transfer of any interest therein is subject to the restrictions set forth in the AD Agreement and any Franchise Agreement executed pursuant thereto.

13.2 Operating Principal; Director of Operations; Multi-Unit Supervisor

13.2.1 The Operating Principal shall be principally responsible for communicating and coordinating with Franchisor regarding business, operational and other ongoing matters concerning this AD Agreement and the Restaurants developed pursuant hereto. The Operating Principal shall have the full authority to act on behalf of Area Developer in regard to performing, administering or amending this AD Agreement and all Franchise Agreements executed pursuant hereto. Franchisor may, but is not required to, deal exclusively with the Operating Principal in such regards unless and until Franchisor's actual receipt of written notice from Area Developer of the appointment of a successor Operating Principal, who shall have been accepted by Franchisor.

13.2.2 Commencing on the date which Area Developer, directly or indirectly through one or more Affiliate(s), opens its second Restaurant within the Development Area, and at all times throughout the Term and the term of each Franchise Agreement executed pursuant hereto after such date, Area Developer shall employ and retain, or shall cause the Entity to which each Franchise Agreement is assigned in accordance with Section 7.1 hereof to employ and retain, an individual (the "**Director of Operations**") who shall be vested with the authority and responsibility for the day-to-day operations of all Restaurants owned or operated, directly or indirectly, by Area Developer within the Development Area. The Director of Operations shall, during the entire period he/she serves as such, unless otherwise agreed in writing by Franchisor devote one hundred percent (100%) of his/her time and best efforts solely to operation of the all Restaurants owned or operated, directly or indirectly, by Area Developer in the Development Area and to no other business activities. The Director of Operations may, with the prior written consent of Franchisor, may be the same individual as the Operating Principal. The Director of Operations shall be responsible for all actions necessary to ensure that all Restaurants owned or operated, directly or indirectly, by Area Developer in the Development Area are operated in compliance with this AD Agreement, all Franchise Agreements therefor and the Blaze Standards Guidelines. If, during the Term hereof or any Franchise Agreement executed pursuant hereto, the Director of Operations is not able to continue to serve in such capacity or no longer qualifies to act as such in accordance with this Section, Area Developer shall promptly notify Franchisor and designate a replacement within 30 days after the Director of Operations ceases to serve.

13.2.3 Area Developer has the option, commencing on the date which Area Developer, directly or indirectly through one or more Affiliate(s), opens its 2nd Restaurant within the Development Area, to employ and retain, or shall cause the Entity to which each Franchise Agreement is assigned in accordance with Section 7.3 hereof to employ and retain, one or more individuals (each a "**Multi-Unit Supervisor**") vested with the authority and responsibility for the day-to-day supervision of two or more of the Restaurants owned or operated, directly or indirectly, by Area Developer within the Development Area. The Multi-Unit Supervisor shall, during the entire period he/she serves as such, unless otherwise agreed in writing by Franchisor devote one hundred percent (100%) of his/her time and best efforts solely to operation of two or more of the Restaurants owned or operated, directly or indirectly, by Area Developer in the Development Area and to no other business activities. Multi-Unit Supervisors, if any, shall report to the Director of Operations.

13.2.4 Area Developer shall notify Franchisor in writing at least ten days prior to employing the Director of Operations and Multi-Unit Supervisor, if any, setting forth in reasonable detail all information reasonably requested by Franchisor. Franchisor's acceptance of the Operating Principal shall not constitute Franchisor's endorsement of such individual or a guarantee by Franchisor that such individual will perform adequately for Area Developer or its Affiliates, nor shall Franchisor be estopped from subsequently disapproving or otherwise challenging such person's qualifications or performance.

13.3 Business Practices. Area Developer represents, warrants and covenants to Franchisor that:

13.3.1 As of the date of this AD Agreement, Area Developer and each of its Owners (if Area Developer is an Entity) shall be and, during the Term shall remain, in full compliance with all applicable laws in each jurisdiction in which Area Developer or any of its Owners (if Area Developer is an Entity), as applicable, conducts business that prohibits unfair, fraudulent or corrupt business practices in the performance of its obligations under this AD Agreement and related activities, including the following prohibitions:

(a) No government official, official of an international organization, political party or official thereof, or candidate is an Owner or has any investment interest in the revenues or profit of Area Developer;

(b) None of the property or interests of Area Developer or any of its Owners is subject to being "blocked" under any Anti-Terrorism Laws. Neither Area Developer, nor any of its respective funding sources (including any legal or beneficial Owner of any Equity in Area Developer) or any of its Affiliates is or has ever been a terrorist or suspected terrorist within the meaning of the Anti-Terrorism Laws or identified by name or address on any Terrorist List. Each of Area Developer and its Owners are in compliance with Applicable Law, including all such Anti-Terrorism Laws;

(c) Neither Area Developer nor any of its Owners conducts any activity, or has failed to conduct any activity, if such action or inaction constitutes a money laundering crime, including any money laundering crime prohibited under the International Money Laundering Abatement and Anti-Terrorist Financing Act, as amended, and any amendments or successors thereto; and

(d) Area Developer is neither directly nor indirectly owned nor controlled by the government of any country that is subject to a United States embargo. Nor does Area Developer or its Owners act directly or indirectly on behalf of the government of any country that is subject to a United States embargo.

13.3.2 Area Developer has taken all necessary and proper action required by Applicable Law and has the right to execute this AD Agreement and perform under all of its terms. Area Developer shall implement and comply with anti-money laundering policies and procedures that incorporate "know-your-customer" verification programs and such other provisions as may be required by Applicable Law.

13.3.3 Area Developer shall implement procedures to confirm, and shall confirm, that (a) none of Area Developer, any person or Entity that is at any time a legal or beneficial Owner of any interest in Area Developer or that provides funding to Area Developer is identified by name or address on any Terrorist List or is an Affiliate of any person so identified; and (b) none of the property or interests of Area Developer is subject to being "blocked" under any Anti-Terrorism Laws.

13.3.4 Area Developer shall promptly notify Franchisor upon becoming aware of any violation of this Section or of information to the effect that any person or Entity whose status is subject to confirmation pursuant to Section 13.3.1(c) above is identified on any Terrorist List, any list maintained by OFAC or to being "blocked" under any Anti-Terrorism Laws, in which event Area Developer shall cooperate with Franchisor in an appropriate resolution of such matter.

13.3.5 After Area Developer, directly or indirectly through one or more Affiliate(s), opens its 2nd Restaurant within the Development Area, neither the Operating Principal nor the Director of Operations may serve as the general manager of any Restaurant. Multi-Unit Supervisors, if any, may serve as the general manager of any Restaurant, provided he/she meets Franchisor's training and other requirements for general managers.

13.3.6 In accordance with Applicable Law, none of Area Developer nor any of its Affiliates, principals, partners, officers, directors, managers, employees, agents or any other persons working on their behalf, shall offer, pay, give, promise to pay or give, or authorize the payment or gift of money or anything of value to any officer or employee of, or any person or Entity acting in an official capacity on behalf of, the Governmental Authority, or any political party or official thereof or while knowing that all or a portion of such money or thing of value will be offered, given or promised, directly or indirectly, to any official, for the purpose of (a) influencing any action or decision of such official in his or its official capacity; (b) inducing such official to do or omit to do any act in violation of his or its lawful duty; or (c) inducing such official to use his or its influence with any Governmental Authority to affect or influence any act or decision of such Governmental Authority in order to obtain certain business for or with, or direct business to, any person.

13.3.7 The provisions of this Section shall not limit, restrain or otherwise affect any right or cause of action which may accrue to Franchisor for any infringement of, violation of, or interference with, this AD Agreement, or Franchisor's marks, System, trade secrets, or any other proprietary aspects of Franchisor's business.

ARTICLE 14
ACKNOWLEDGMENT

14.1 <u>General</u>

14.1.1 Area Developer acknowledges that it has carefully read this AD Agreement and all other related documents to be executed concurrently or in conjunction with the execution hereof, that it has obtained the advice of counsel in connection with entering into this AD Agreement, that it understands the nature of this AD Agreement, and that it intends to comply herewith and be bound hereby.

14.1.2 Franchisor expressly disclaims making, and Area Developer acknowledges that it or they have not received or relied on any warranty or guarantee, express or implied, as to the potential volume, profits, expenses, or success of the business venture contemplated by this AD Agreement.

14.1.3 Area Developer has independently investigated the franchise opportunity to develop Blaze Pizza Restaurants and recognizes that, like any other business, the nature of the business Blaze Pizza Restaurants conduct may, and probably will, evolve and change over time.

14.1.4 An investment in developing Blaze Pizza Restaurants involves business risks that could result in the loss of a significant portion or all of Area Developer's investment.

14.1.5 Area Developer's business abilities and efforts are vital to its success.

14.1.6 In all of Franchisor's dealings with Area Developer, Franchisor's officers, directors, employees, and agents act only in a representative, and not in an individual, capacity and that business dealings between Area Developer and them as a result of this AD Agreement are deemed to be only between Area Developer and Franchisor.

14.1.7 Area Developer has represented to Franchisor, to induce Franchisor's entry into this AD Agreement, that all statements Area Developer has made and all materials Area Developer has given Franchisor are accurate and complete and that Area Developer has made no misrepresentations or material omissions in obtaining the franchise.

14.1.8 That Area Developer and its guarantors have received as one document at one time, either personally, by registered mail or electronic mail, a copy of the form of this AD Agreement, the exhibits hereto, and the applicable complete Franchise Disclosure Document not less than fourteen (14) days prior to the earlier of: (i) the date on which this AD Agreement or any other agreement relating thereto was executed, and (ii) the payment of any consideration by or on behalf of Area Developer relating to this AD Agreement, and the franchise associated therewith (except, where applicable, any deposit permitted under applicable law).

14.1.9 That Area Developer has read this AD Agreement and Franchisor's Franchise Disclosure Document and understands and accepts that this AD' Agreement's terms and covenants are reasonably necessary for Franchisor to maintain its high standards of quality and service, as well as the uniformity of those standards with respect to every Blaze Pizza Restaurant, and to protect and preserve the goodwill of the Marks.

14.1.10 That Area Developer has been afforded an opportunity to ask any questions Area Developer has and to review any materials of interest to Area Developer concerning this franchise opportunity.

IN WITNESS WHEREOF, the parties hereto have caused this AD Agreement to be executed as of the first date set forth above.

"FRANCHISOR"

BLAZE PIZZA, LLC

By: ___________________________________
Printed Name: __________________________
Title: _________________________________

"AREA DEVELOPER"

____
a(n) __________________________________

By: ___________________________________
Printed Name: __________________________
Title: _________________________________

By: ___________________________________
Printed Name: __________________________
Title: _________________________________

By: ___________________________________
Printed Name: __________________________
Title: _________________________________

By: ___________________________________
Printed Name: __________________________
Title: _________________________________

EXHIBIT A

DATA SHEET

1. **Effective Date**. The Effective Date set forth in the introductory paragraph of the AD Agreement is: ____________________, 20___.

2. **Area Developer**. The Area Developer set forth in the introductory paragraph of the AD Agreement is: ____, a ________________________________.

3. **Expiration Date**. The Expiration Date set forth in Section 1.1 of the AD Agreement is the earlier of the date that the Development Obligation is fulfilled or ________________, 20__.

4. **Operating Principal**. The Operating Principal set forth in Section 1.1 of the AD Agreement shall be: ____.

5. **Notice Address**. The address for notices to Area Developer under Section 11.16 of the AD Agreement is:

   ____

   ____

   ____

   Attn: ___________________________

6. **Initial Development Fee**. The Initial Development Fee amount paid by Area Developer to Franchisor set forth in Section 5.1 of the AD Agreement is: $______________.

7. **Development Area***. The Development Area* is defined as the territory within the boundaries described below and as depicted on the following map:

   *If the Development Area is defined by streets, highways, freeways or other roadways, or rivers, streams, or tributaries, then the boundary of the Development Area shall extend to the center line of each such street, highway, freeway or other roadway, or river, stream, or tributary.

FRANCHISOR:	**AREA DEVELOPER:**
BLAZE PIZZA, LLC	_______________________________ Entity name (if any)
By: ____________________________	By: ____________________________
Printed Name: ___________________	Printed Name: ___________________
Title: __________________________	Title: __________________________

EXHIBIT B

DEVELOPMENT OBLIGATION

DEVELOPMENT PERIOD ENDING		CUMULATIVE NO. OF RESTAURANTS TO BE IN OPERATION
1	______________________	__________
2	______________________	__________
3	______________________	__________
4	______________________	__________
5	______________________	__________

FRANCHISOR:

BLAZE PIZZA, LLC

By: ______________________________

Printed Name: ______________________

Title: _____________________________

AREA DEVELOPER:

____
Entity name (if any)

By: ______________________________

Printed Name: ______________________

Title: _____________________________

EXHIBIT C

ENTITY INFORMATION

Area Developer represents and warrants that the following information is accurate and complete in all material respects:

(1) Area Developer is a (check as applicable):
[ ] corporation
[ ] limited liability company
[ ] general partnership
[ ] limited partnership
[ ] Other (specify): ___________________________

(2) Area Developer shall provide to Franchisor concurrently with the execution hereof true and accurate copies of its charter documents including Articles of Incorporation, Bylaws, Operating Agreement, Regulations Partnership Agreement, resolutions authorizing the execution hereof, and any amendments to the foregoing ("**Entity Documents**").

(3) Area Developer promptly shall provide such additional information as Franchisor may from time to time request concerning all persons who may have any direct or indirect financial interest in Area Developer.

(4) The name and address of all of Area Developer's Owners, members, or general and limited partners:

Name	Address	Number of Shares / % Interest

(5) There is set forth below the names, and addresses and titles of Area Developer's principal officers or partners who will be devoting their full time to the Business:

Name	Title	Address

(6) The address where Area Developer's Financial Records, and Entity Documents are maintained is:

____

____

____

APPENDIX 1

"**Additional Development Notice**" shall have the meaning set forth in Section 4.2 of this AD Agreement.

"**Additional Development Obligation**" shall have the meaning set forth in Section 4.3.2 of this AD Agreement.

"**Affiliate**" when used herein in connection with Franchisor or Area Developer, includes each person or Entity which directly, or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with Franchisor or Area Developer, as applicable. Without limiting the foregoing, the term "Affiliate" when used herein in connection with Area Developer includes any Entity ten percent (10%) or more of whose Equity or voting control, is held by person(s) or Entities who, jointly or severally, hold ten percent (10%) or more of the Equity or voting control of Area Developer. For purposes of this definition, control of a person or Entity means the power, direct or indirect, to direct or cause the direction of the management and policies of such person or Entity whether by contract or otherwise. Notwithstanding the foregoing definition, if Franchisor or its Affiliate has any ownership interest in Area Developer, the term "Affiliate" shall not include or refer to the Franchisor or that Affiliate (the "**Franchisor Affiliate**"), and no obligation or restriction upon an "Affiliate" of Area Developer, shall bind Franchisor, or said Franchisor Affiliate or their respective direct/indirect parents or subsidiaries, or their respective officers, directors, or managers.

"**Anti-Terrorism Laws**" means Executive Order 13224 issued by the President of the United States of America (or any successor Order), the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act) of 2001 (or any successor legislation), the Terrorism Sanctions Regulations (Title 31, Part 595 of the U.S. Code of Federal Regulations), the Foreign Terrorist Organizations Sanctions Regulations (Title 31, Part 597 of the U.S. Code of Federal Regulations), the Cuban Assets Control Regulations (Title 31, Part 515 of the U.S. Code of Federal Regulations) and all other present and future national, provincial, federal, state and local laws, ordinances, regulations, policies, lists, Orders and any other requirements of any Governmental Authority addressing or in any way relating to terrorist acts and acts of war.

"**Applicable Law**" means and includes applicable common law and all applicable statutes, laws, rules, regulations, ordinances, policies and procedures established by any Governmental Authority, governing the operation of a Restaurant, including all labor, immigration, disability, food and drug laws and regulations, as in effect on the Effective Date hereof, and as may be amended, supplemented or enacted from time to time.

"**Assignment**" shall mean and refer to any assignment, transfer, gift or other conveyance, voluntarily or involuntarily, in whole or in part, by operation of Applicable Law or otherwise, (i) of all or any substantial portion of the assets of the Licensed Restaurant, including the lease; or (ii) that results in a change in more than ten percent (10%) of any Owner's Equity interest in Franchisee or otherwise results in the assignment of Area Developer's interest in this AD Agreement or any of Area Developer's rights or privileges hereunder.

"**Blaze Standards Guidelines**" means Franchisor's library of operations and training manuals, including a managers tools binder, Blaze intranet and any other written directive related to the System, as the same may be amended and revised from time to time, including all bulletins, supplements and ancillary and additional manuals and written directives established by Franchisor as in effect and amended from time to time.

"**Competitive Activities**" means to, own, operate, lend to, advise, be employed by, or have any financial interest in: (i) any restaurant ten percent (10%) or more of whose Gross Sales is derived from the sale of pizza, other than a Restaurant operated pursuant to a validly subsisting Franchise Agreement with Franchisor; or (ii) any business that specializes in developing, operating or franchising restaurants ten percent (10%) or more of whose Gross Sales is derived from the sale of pizza, or (iii) any business engaged in the preparation, production or sale, at wholesale, of any pizza food product. Notwithstanding the foregoing, "**Competitive Activities**" shall not include the direct or indirect ownership solely as an investment, of securities of any Entity which are traded on any national securities exchange if the applicable Owner thereof: (i) is not a controlling person of, or a member of a group which controls, such Entity and (ii) does not, directly or indirectly, own five percent (5%) or more of any class of securities of such Entity.

"**Default**" or "**default**" means any breach of, or failure to comply with, any of the terms or conditions of an agreement.

"**Development Area**" shall have the meaning set forth in Section 1.2.1 of this AD Agreement.

"**Development Period**" means each of the time periods indicated on Exhibit B during which Area Developer shall have the right and obligation to construct, equip, open and thereafter continue to operate Restaurants in accordance with the Development Obligation.

"**Development Obligation**" shall mean the Area Developer's right and obligation to construct, equip, open and thereafter continue to operate at sites within the Development Area the cumulative number of Restaurants set forth in Exhibit B hereto within each Development Period and, if applicable, within the geographic areas specified therein.

"**Director of Operations**" shall have the meaning set forth in Section 13.2.2 of this AD Agreement.

"**Entity**" means any limited liability company, Partnership, trust, association, corporation or other Entity which is not an individual.

"**Equity**" means capital stock, membership interests, Partnership Rights or other Equity ownership interests of an Entity.

"**Franchise Agreement**" means the form of agreement prescribed by Franchisor and used to grant to Area Developer the right to own and operate a single Restaurant in the Development Area, including all exhibits, riders, guarantees or other related instruments, all as amended from time to time.

"**Franchise Disclosure Document**" shall have the meaning set forth in Section 6.2.3.

"**Governmental Authority**" means and includes all federal, state, county, municipal and local governmental and quasi-governmental agencies, commissions and authorities.

"**Initial Franchise Fee**" shall is the fee paid to open each individual Restaurant as such term is defined in the Franchise Agreement.

"**Multi-Unit Supervisor**" shall have the meaning set forth in Section 13.2.3 of this AD Agreement.

"**Non-Traditional Restaurants**" means a Restaurant that is located in a "Non-Traditional Venue," as defined below.

"**Non-Traditional Venue**" is a facility operated under the Marks located within another primary business or in conjunction with other businesses or at institutional settings including, dark/ghost kitchens, toll roads, train stations, amusement parks and all properties controlled by the amusement park, travel stations, hotels and motels, ships, ports, piers, casinos, stadiums, airports, theaters, big-box retailers, building supply stores, warehouse club stores, colleges and universities, schools, outlet malls, hospitals, military and other governmental facilities, office or in-plant food service facilities, shopping mall food courts operated by a master concessionaire, grocery stores, supermarkets and convenience stores and any site for which the lessor, owner or operator thereof shall have indicated its intent to prefer or limit the operation of its food service facilities to a master concessionaire or contract food service provider'.

"**Operating Principal**" shall have the meaning set forth in Section 1.1 of this AD Agreement and is the person identified in Exhibit A to this AD Agreement.

"**Owner**" means any direct or indirect shareholder, member, general or limited partner, trustee, or other Equity owner of an Entity, except, that if Franchisor or any Affiliate of Franchisor has any ownership interest in Area Developer, the term "Owner" shall not include or refer to the Franchisor or that Affiliate or their respective direct and indirect parents and subsidiaries, and no obligation or restriction upon the "Area Developer", or its Owners shall bind Franchisor, said Affiliate or their respective direct and indirect parents and subsidiaries or their respective officers, directors, or managers.

"**Partnership**" means any general partnership, limited partnership or limited liability partnership.

"**Partnership Rights**" means voting power, property, profits or losses, or partnership interests of a Partnership.

"**Restaurant**" shall have the meaning set forth in Recital A of this AD Agreement.

"**Restricted Persons**" means the Area Developer, and each of its Owners and Affiliates, and the respective officers, directors, managers, and Affiliates of each of them, and the spouse and family members who live in the same household of each of the foregoing who are individuals.

"**ROFR**" shall have the meaning set forth in Section 7.3.6 of this AD Agreement.

"**ROFR Period**" shall have the meaning set forth in Section 7.3.6 of this AD Agreement.

"**Site Review Request**" shall have the meaning set forth in Section 6.1.1 of this AD Agreement.

"**Standards**" mean Franchisor's then-current specifications, standards, policies, procedures and rules prescribed for the development, ownership and operation of Restaurants.

"**System**" means the Franchisor's operating methods and business practices related to its Restaurants, and the relationship between Franchisor and its area developers, including interior and exterior Restaurant designs; other items of trade dress; specifications of equipment, fixtures, and uniforms; defined product offerings and preparation methods; standard operating and administrative procedures; restrictions on ownership; management and technical training programs; and marketing and public relations programs; all as Franchisor may modify the same from time to time.

"**Term**" shall have the meaning set forth in Section 4.1 of this AD Agreement.

"**Terrorist Lists**" means all lists of known or suspected terrorists or terrorist organizations published by any U.S. Government Authority, including U.S. Treasury Department's Office of Foreign Asset Control

("**OFAC**"), that administers and enforces economic and trade sanctions, including against targeted non-U.S. countries, terrorism sponsoring organizations and international narcotics traffickers.

"**Then-current**" as used in this AD Agreement and applied to the Franchise Disclosure Document, an area development agreement and a Franchise Agreement shall mean the form then currently provided by Franchisor to similarly situated prospective franchisees, or if not then being so provided, then such form selected by the Franchisor in its discretion which previously has been delivered to and executed by a licensee or franchisee of Franchisor.

EXHIBIT E

NON-TRADITIONAL VENUE ADDENDUM

NON-TRADITIONAL VENUE ADDENDUM
TO FRANCHISE AGREEMENT

THIS ADDENDUM TO FRANCHISE AGREEMENT (this **"Addendum"**) is entered into as of _______________, 202___, by and between **BLAZE PIZZA, LLC**, a California limited liability company ("**Franchisor**," "**we**," "**our**," or "**us**"), and ______________________________ ("**you**" or "**your**" or "**Franchisee**").

RECITALS

WHEREAS, Franchisor and Franchisee are parties to that certain Franchise Agreement dated of even date herewith (including all related exhibits and attachments, the "**Franchise Agreement**") pursuant to which Franchisee will operate a franchised Blaze Pizza restaurant located at a Non-Traditional Venue with an address of ____________________________________ (the "**Non-Traditional Restaurant**"); and

WHEREAS, the parties now desire to modify the Franchise Agreement according to the terms and conditions set forth in this Addendum.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Relationship to Franchise Agreement; Recitals**. This Addendum shall be annexed to and form a part of the Franchise Agreement. All capitalized terms not otherwise defined in this Addendum shall have the meanings set forth in the Franchise Agreement. Except as modified by this Addendum, the Franchise Agreement remains in full force and effect. Any conflict between the provisions hereof and the Franchise Agreement shall be construed in favor of this Addendum. All references in this Addendum to "Sections," "Subsections," and/or "Exhibits" shall mean the applicable Section(s), Subsection(s), and/or Exhibit(s) of the Franchise Agreement, unless specified otherwise below. The Recitals above are incorporated into this Addendum by reference.

2. **Qualifications**. Franchisee represents, and in connection with signing this Addendum have provided Franchisor (or agree to provide promptly upon Franchisor's request) relevant supporting documentation, that: (a) Franchisee is authorized, or will obtain due authorization, to establish and operate a Non-Traditional Restaurant within or from the premises of a Non-Traditional Venue; and (b) Franchisee will remain a franchisee in good standing, and comply with the Franchise Agreement.

3. **Fee(s)**. The following fees are modified in the Franchise Agreement to reflect Franchisee's operation of the Restaurant from a Non-Traditional Venue:

a. **Creative Fee** Section 4.4 is revised to the extent necessary to reflect that the Creative Fee payable to Franchisor shall be [__%] of Gross Sales.

4. **No Relocation**. Franchisee will not be permitted to relocate its Non-Traditional Restaurant under any circumstance. As a result, Section 5.1.4 of the Franchise Agreement is hereby deleted.

5. **No Equity Requirement for the Operating Principal**. Franchisee's Operating Principal is not required to maintain an ownership interest in Franchisee. As a result, Section 7.2.1(c) of the Franchise Agreement is hereby deleted. Additionally, the following language is deleted from Section 8 on Attachment A of the Franchise Agreement: "who shall hold ten percent (10%) or more of the Equity of Franchisee."

6. **Creative Fund.** Franchisee acknowledges that Non-Traditional Restaurants may not be eligible to participate in some or all of the Creative Fund programs and Franchisor is not obligated to spend any amount on advertising in the geographical area where Franchisee will be located, nor does Franchisor guarantee that advertising expenditures from the Creative Fund will benefit Franchisee.

7. **Grand Opening and "Pi Day" Promotion**. Franchisee will not be required to conduct a grand opening advertising program or participate in Franchisor's annual "Pi Day" promotion. As a result, Sections 8.3 and 8.5.1 of the Franchise Agreement are hereby deleted.

8. **Advisory Council**. Franchisees that operate Non-Traditional Restaurants are not eligible to participate in the advisory council. As a result, Section 8.5 of the Franchise Agreement is deleted.

9. **POS System Requirements**. Franchisee acknowledges and agrees that if the POS System it uses at the Non-Traditional Restaurant will record sales from third party businesses such as the host facility of the Non-Traditional Venue, then the POS System must differentiate between Franchisee's sales at the Non-Traditional Restaurant and those of the host facility.

10. **No Guaranty**. Franchisor does not require Owners of a Non-Traditional Restaurant to execute a Continuing Guaranty in connection with Franchisee's obligations under the Franchise Agreement. As a result, Section 13.3.3 of the Franchise Agreement is hereby deleted.

11. **No Exclusivity or Protected Territory**. Franchisee acknowledges and agrees that it will not receive any territorial protection or exclusivity under this Addendum or the Franchise Agreement when operating the Non-Traditional Restaurant at a Non-Traditional Venue and that Franchisor and its Affiliates retain all rights and discretion with respect to the Marks, the System, the sale of products and services similar or dissimilar to those offered by Blaze Pizza Restaurants, and the operation or franchising of Blaze Pizza Restaurants anywhere located or to be located, and may engage in any business activities whatsoever, whenever and wherever they desire during the Term.

12. **Entire Agreement**. Franchisor and Franchisee each acknowledges that this Addendum: contains the entire understanding and agreement of the parties with respect to this Addendum's subject matter; supersedes all other written or oral exchanges, arrangements or

negotiations between them or their representatives in this regard; and may not be altered, amended or modified, except by a writing properly executed by the parties.

13. **Counterparts**. This Addendum may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

14. **Electronic Signatures**. The counterparts of this Addendum may be executed and signed by electronic signature by any of the parties and delivered by electronic or digital communications to any other party to this Agreement, and the receiving party may rely on the receipt of such document so executed and delivered by electronic or digital communications signed by electronic signature as if the original has been received. For the purposes of this Addendum, electronic signature means, without limitation, an electronic act or acknowledgement (e.g., clicking an "I Accept" or similar button), sound, symbol (digitized signature block), or process attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record.

IN WITNESS WHEREOF, the parties have executed and delivered this Addendum on the day and year first above written.

FRANCHISOR	**FRANCHISEE**
BLAZE PIZZA, LLC	________________________________
By: ________________________________	By: ________________________________
Print Name: __________________________	Print Name:__________________________
Title: ______________________________	Title:______________________________

EXHIBIT F

LIST OF CURRENT AND FORMER FRANCHISEES

FRANCHISED RESTAURANTS AS OF DECEMBER 31, 2022			
State	**Restaurant Name**	**Franchisee**	**Site Info**
AL	Mobile, AL - Legacy Village	Hot Flames, LLC*	9 Du Rhu Drive, Suite 234 Mobile, Al 36608 P: 251- 304-7980 GF E: 1383mobile@blazepizza.com
AL	Tuscaloosa, AL - McFarland Blvd.	Saddles Blazin, LLC	1800 McFarland Blvd. E Tuscaloosa, AL 35404 P: 205-764-5898 E: 1284tuscaloosa@blazepizza.com
AR	Little Rock, AR - Pleasant Ridge	1117 Fire Pizza, LLC (Chunara Group)*	11525 Cantrell Rd., Suite 920 Little Rock, AR 72212 P: 501-312-1117 E: 1117littlerock@blazepizza.com
AR	Conway, AR - Elsinger Blvd.	1110 Fire Pizza, LLC (Chunara Group)*	455 Elsinger Blvd. Conway, AR 72032 P: 501-358-6555 E: 1110conway@blazepizza.com
AZ	Phoenix, AZ - Bell Road	BZAZ Pizza, LLC	950 E Bell Road Phoenix, AZ 85022 P: (602) 633-1150 E: 1180phoenix@blazepizza.com
AZ	Avondale, AZ - McDowell	BZAZ Pizza, LLC	10155 W McDowell Road #103 Avondale, AZ 85392 P: 623.936.2957 E: 1140avondale@blazepizza.com
AZ	Tempe, AZ - University Dr.	BZAZ Pizza, LLC	105 W. University Dr. Tempe, AZ 85281 P: (480) 829-3775 E: 1139tempe@blazepizza.com
CA	Colton, CA - Hub City Centre	AKC Enterprises	301 N. Pepper Ave. Colton, CA 92324 P: (909) 632-4455 (909) 533-4174 E: 1409colton@blazepizza.com
CA	Cabazon, CA - Outlet	AP Franchise Group, LLC	Desert Hills Premium Outlets 48650 Seminole Dr. #1108 Cabazon, CA 92230 P: 951-922-0050 E: 1019cabazon@blazepizza.com

CA	Carlsbad, CA - Outlet	AP Franchise Group, LLC	5620 Paseo Del Norte #126 Carlsbad, CA 92008 P: 760-804-9027 E: 1009carlsbad@blazepizza.com
CA	Porterville, CA - Henderson Ave.	DAMM Fine Pizza, LLC	1174 W. Henderson Ave. Porterville, CA 93257 P: (559) 782-1297 E: 1297porterville@blazepizza.com
CA	Arroyo Grande, CA - Five Cities Center	DAMM Fine Pizza, LLC	1168 W. Branch St. Arroyo Grande, CA 93420 P: (805) 825-3750 E: 1328arroyogrande@blazepizza.com
CA	Fresno, CA - River Park	DAMM Fine Pizza, LLC	185 Paseo Del Centro Fresno, CA 93720 P: 559.573.8750 E: 1332fresno@blazepizza.com
CA	Lompoc, CA - H. St.	DAMM Fine Pizza, LLC	1405 H St. Lompoc, CA 93436 P: 805-736-1192 E: 1192lompoc@blazepizza.com
CA	Santa Maria, CA – Betteravia Rd	DAMM Fine Pizza, LLC	715 E Betteravia Rd. Santa Maria, CA 93454 P: 805-314-2130 E: 1275santamaria@blazepizza.com
CA	Lancaster, CA - Ave K	DAMM Fine Pizza, LLC	43615 10th St. West Suite #107 Lancaster, CA 93534 P: 661-729-1274 E: 1274lancaster@blazepizza.com
CA	Bakersfield, CA - Valley Plaza Mall	DAMM Fine Pizza, LLC	3111 Ming Ave. #460 Bakersfield, CA 93304 P: 661-834-1272 E: 1272bakersfield@blazepizza.com
CA	Bakersfield, CA - Stockdale Hwy	DAMM Fine Pizza, LLC	310 Coffee Rd. Bakersfield, CA 93309 P: 661-397-1115 E: 1115bakersfield@blazepizza.com
CA	Paso Robles, CA - Theatre Dr.	DAMM Fine Pizza, LLC	2051-A Theatre Dr. Paso Robles, CA 93446 P: 805.238.1239 E: 1239pasorobles@blazepizza.com

CA	Clovis, CA - Herndon Ave.	DAMM Fine Pizza, LLC	1840 Herndon Blvd., Bldg. B, Ste C Clovis, CA 93611 P: 559-325-1174 E: 1174clovis@blazepizza.com
CA	Stockton, CA - Weberstown Mall	DAMM Fine Pizza, LLC	4950 Pacific Ave. Stockton, CA 95207 P: 209-952-1188 E: 1188stockton@blazepizza.com
CA	Marina, CA - Dunes at Monterey	DAMM Fine Pizza, LLC	110 General Stilwell Drive, Suite 106 Monterey, CA 93933 P: (831) 324-0246 E: 1089marina@blazepizza.com
CA	Lodi, CA - Kettleman Lane	DAMM Fine Pizza, LLC	1537 Lower Sacramento Road Lodi, CA 95242 P: 209-369-1169 E: 1169lodi@blazepizza.com
CA	Salinas, CA - Northridge Mall	DAMM Fine Pizza, LLC	796 Northridge Shopping Center Salinas, CA 93906 P: 831.443.1123 E: 1123salinas@blazepizza.com
CA	Visalia, CA - Mooney Blvd.	DAMM Fine Pizza, LLC	2005 S. Mooney Blvd. Visalia, CA 93277 P: 559.740.0250 E: 1155visalia@blazepizza.com
CA	San Luis Obispo, CA - Foothill Blvd.	DAMM Fine Pizza, LLC	892 East Foothill Blvd, Suite 5A San Luis Obispo, CA 93405 P: 805-788-0619 E: 1137sanluisobispo@blazepizza.com
CA	Bakersfield, CA - California Pavillion	DAMM Fine Pizza, LLC	3900 California Ave. Bakersfield, CA 93309 P:(661) 638-0956 E: 1098bakersfield@blazepizza.com
CA	Palmdale, CA - Antelope Valley Mall	DAMM Fine Pizza, LLC	Antelope Valley Mall 1301 Rancho Vista Blvd., Suite G Palmdale, CA 93551 P: 661-265-0500 E: 1099palmdale@blazepizza.com

CA	Tracy, CA - West Grant Line Road	DAMM Fine Pizza, LLC	2976 W. Grant Line Road Tracy, CA 95304 P: 209-832-5901 E: 1087tracy@blazepizza.com
CA	Tulare, CA - Hillman	DAMM Fine Pizza, LLC	1403 Hillman St. Tulare, CA 93274 P: 559-686-2807 E: 1097tulare@blazepizza.com
CA	Seal Beach, CA - Seal Beach Blvd.	EKTA, Inc.	12430 Seal Beach Blvd Seal Beach, CA 92740 P: <Restaurant Phone Number> E: 1408sealbeach@blazepizza.com
CA	Irvine, CA - Walnut Village	EKTA, Inc.	14427 Culver Drive Irvine, CA 92604 P: (949) 418-9240 E: 1379irvine@blazepizza.com
CA	Buena Park, CA - La Palma Ave.	EKTA, Inc.	8311 La Palma Ave., Suite E6 Buena Park, CA 90620 Direct Line (714) 228-9201 Guest Facing IVR (714)790-1099 E:1359buenapark@blazepizza.com
CA	Santa Ana, CA - MacArthur Blvd.	EKTA, Inc.	2841 West MacArthur Blvd, Suite #3B Santa Ana, CA 92704 P: 657-210-4397 E: 1338macarthur@blazepizza.com
CA	Fountain Valley, CA - Brookhurst	EKTA, Inc.	17150 Brookhurst St. #D Fountain Valley, CA 92708 P: (714) 587-1672 E: 1264fountainvalley@blazepizza.com
CA	Anaheim, CA - Harbor Blvd.	EKTA, Inc.	1800 S. Harbor Blvd. Suite 102 Anaheim, CA 92802 P: (714) 900-1980 E: 1250anaheim@blazepizza.com
CA	Garden Grove, CA - Chapman Ave.	EKTA, Inc.	9737 Chapman Ave., #D Garden Grove, CA 92841 P: 714.537.7705 E: 1111gardengrove@blazepizza.com

CA	La Habra, CA - Beach Blvd	EKTA, Inc.	1360 S. Beach Blvd. Suite D La Habra, CA 90631 P: 562-691-2277 E: 1022lahabra@blazepizza.com
CA	Oxnard, CA- Esplanade Dr	HR Pizza Holdings, LLC	301 W. Esplanade Dr.. Oxnard, CA 93036 P: 805.278.4455 E: 1175oxnard@blazepizza.com
CA	Santa Barbara, CA - N. State St.	HR Pizza Holdings, LLC	3925 State St. Santa Barbara, CA 93105 P: 805.681.7002 E: 1177santabarbara@blazepizza.com
CA	Canoga Park, CA - Topanga Mall	HR Pizza Holdings, LLC	Topanga Plaza Mall 6600 Topanga Canyon Boulevard Canoga Park, CA 91303 P: 818-888-8014 E: 1054canogapark@blazepizza.com
CA	Hemet, CA – Florida Ave	Jo Pizza LLC*	3260 W. Florida Avenue Hemet, CA 92545 P: (732) 814-6596 E: 1341hemet@blazepizza.com
CA	Los Angeles, CA - Farmers Market	LA Metro - Rolling Hills BP, LLC	110 S. Fairfax Ave. Los Angeles, CA 90036 P: 323-931-8000 E: 1006losangeles@blazepizza.com
CA	Culver City, CA - Sepulveda Blvd	LA Metro - Rolling Hills BP, LLC	4114 Sepulveda Blvd. Culver City, CA 90230 P: 310-398-1200 E: 1004culvercity@blazepizza.com
CA	Torrance, CA - Rolling Hills	LA Metro - Rolling Hills BP, LLC	2625 Pacific Coast Highway Torrance, CA 90505 P: (310) 325-9500 E: 1003torrance@blazepizza.com
CA	West Covina, CA - California Ave.	LA Metro BP Holding Co., LLC	120 S. California Ave. West Covina, CA 91790 P: (626) 732-5912 E: 1157westcovina@blazepizza.com

CA	Cerritos, CA - 183rd St.	LA Metro BP Holding Co., LLC	11263 183rd Street Cerritos, CA 90703 P: 562-924-1484 E: 1112cerritos@blazepizza.com
CA	Los Angeles, CA - USC	LA Metro BP Holding Co., LLC	3335 S. Figueroa St. Los Angeles, CA 90007 P: 213-222-0297 E: 1052losangeles@blazepizza.com
CA	Laguna Niguel, CA - La Paz Rd	LA Metro BP Holding Co., LLC	27231 La Paz Rd. Laguna Niguel, CA 92677 P: 949-349-0267 E: 1017lagunaniguel@blazepizza.com
CA	South Gate, CA - Azalea	LA Metro BP Holding Co., LLC	4809 Firestone Blvd. Southgate, CA 90280 P: 323-357-3864 E: 1012southgate@blazepizza.com
CA	Berkeley, CA - Bancroft Way	Quikserve Pizza, Inc.	2400 Bancroft Way Berkeley, CA 94704 P: (510) 984-3131 E: 1365berkeley@blazepizza.com
CA	San Jose, CA - Coleman Ave.	Quikserve Pizza, Inc.	685 #30 Coleman Ave. San Jose, CA 95110 P: (408) 279-4648 E: 1210sanjose@blazepizza.com
CA	San Jose, CA - Almaden Exprsway	Quikserve Pizza, Inc.	5353 Almaden Expressway San Jose, CA 95113 P: 408-440-2307 E: 1058sanjose@blazepizza.com
CA	Fremont, CA - Pacific Commons	Quikserve Pizza, Inc.	43831 Pacific Commons Blvd. Fremont, CA 94538 P: 510-651-2171 E: 1027fremont@blazepizza.com
CA	Menifee, CA - Newport Rd.	R&J Restaurants, LLC*	29881 Antelope Rd. Suite 100 Menifee, CA 92584 P: 951-679-1380 E: 1317menifee@blazepizza.com
CA	Riverside, CA - Magnolia Ave.	R&J Restaurants, LLC*	10920 Magnolia Ave., Suite 107 Riverside, CA 92505 P: (951) 755-1080 E: 1255magnolia@blazepizza.com

CA	Rialto, CA - Renaissance Marketplace	R&J Restaurants, LLC*	1155 W. Renaissance Parkway #500 Rialto, CA 92376. P:909.574.2005 E: 1260rialto@blazepizza.com
CA	Rancho Cucamonga, CA - Foothill Blvd.	R&J Restaurants, LLC*	10877 E. Foothill Blvd. Rancho Cucamonga, CA 91730 P: 909.476.9555 E: 1276ranchocucamonga@blazepizza.com
CA	Palm Springs, CA - Palm Canyon Dr.	R&J Restaurants, LLC*	201 N Palm Canyon Drive Palm Springs, CA 92262 P: (760) 318-2529 E: 1223palmsprings@blazepizza.com
CA	Temecula, CA - Temecula Pkwy	R&J Restaurants, LLC*	32240 Temecula Pkwy Temecula, CA 92592 P: (951) 303-3233 E: 1206temecula@blazepizza.com
CA	Ontario, CA - Ontario Mills	R&J Restaurants, LLC*	4410 Mills Circle, #1000 Ontario, CA 91764 P: 909.980.0279 E: 1138ontario@blazepizza.com
CA	Palm Desert, CA - Hwy 111	R&J Restaurants, LLC*	73393 Hwy. 111 Palm Desert, CA 92260 P: (760) 895-4259 E: 1156palmdesert@blazepizza.com
CA	San Clemente, CA - Outlet	R&J Restaurants, LLC*	225 W. Avenida Vista Hermosa Suite A San Clemente, CA 92673 P: (949) 441-7581 E: 1135sanclemente@blazepizza.com
CA	Eastvale, CA - Limonite Ave	R&J Restaurants, LLC*	12523 Limonite Ave #495 Eastvale, CA 91752 P: 951-934-3330 E: 1075eastvale@blazepizza.com
CA	Newport Beach, CA - Fashion Island	R&J Restaurants, LLC*	Fashion Island Shopping Center 1091 Newport Center Drive Newport Beach, CA 92660 P: 949-706-0160 E: 1050Newportbeach@blazepizza.com

CA	Riverside, CA - Riverside Plaza Dr	R&J Restaurants, LLC*	Riverside Plaza 3540 Riverside Plaza Dr. Suite 328 Riverside, CA 92506 P: 951-367-0186 E: 1028riverside@blazepizza.com
CA	Murrieta, CA - The Vineyard	R&J Restaurants, LLC*	28210 Clinton Keith Rd. Suite 600 Murrieta, CA 92563 P: <Restaurant Phone Number> E: 1417murrieta@blazepizza.com
CA	Hawthorne, CA - Rosecrans Ave.	SAJHA, LLC	5221 Rosecrans Ave. Hawthorne, CA 90250 P: 310.616.3302 E: 1118hawthorne@blazepizza.com
CA	La Canada, CA - Town Center Dr	SAJHA, LLC	990 Town Center Dr. La Canada-Flintridge, CA 91011 E: 1005lacanada@blazepizza.com P: 818-790-8900
CA	Northridge, CA - Northridge Fashion Center	Salehi Investments, LLC*	9301 Tampa Ave. Northridge, CA 91324 P: (818) 791-1100 (818) 350-4002 E: 1366Northridge@blazepizza.com
CA	Encino, CA - Ventura Blvd.	Salehi Investments, LLC*	17401 Ventura Blvd., Suite A-36 Encino, CA 91316 P: 310-600-3671 E: 1391encino@blazepizza.com
CA	Ventura, CA - Ventura Riviera Shopping Center	Salehi Investments, LLC*	4724 Telephone Road, Suite 100 Ventura, CA 93003 P: (805)-947-5115 GF E: 1376ventura@blazepizza.com
CA	Pleasanton, CA - Rose Pavilion	Sonoma Enterprises LLC	4247-14 Rosewood Drive Pleasanton, CA 94588 P: (925) 425-7401 E: 1364pleasanton@blazepizza.com
CA	Arcadia, CA - W. Naomi Ave.	Team Blaze	815 W. Naomi Ave., #C Arcadia, CA 91007 P: 626-268-5559GF E: 1333arcadia@blazepizza.com

CA	Yorba Linda - Imperial Hwy	Team Blaze	18453 Yorba Linda Blvd Yorba Linda, CA 92886 P: 714-804-0063GF E: 1234yorbalinda@blazepizza.com
CA	Fullerton, CA - Orangefair Mall	Team Blaze	209 E. Orangefair Mall Fullerton, CA 92832 P: 714-449-0087 E:1330fullerton@blazepizza.com
CA	La Verne, CA - Foothill Blvd.	Team Blaze	2416 Foothill Blvd. La Verne, CA 91750 P: 909-392-8222 E: 1265laverne@blazepizza.com
CA	Azusa, CA - Alosta Ave.	Team Blaze	824 E. Alosta Ave. Azusa, CA 91702 P: 626-334-7277 E: 1299azusa@blazepizza.com
CA	Glendora, CA - Lone Hill Ave.	Team Blaze	1331S. Lone Hill Ave. Glendora, CA 91740 P: (909) 647-1453 E: 1278glendora@blazepizza.com
CA	South Pasadena, CA - Fair Oaks Ave.	Team Blaze	1100 Fair Oaks Ave. South Pasadena, CA 91030 P: 626-399-0165 E:1167southpasadena@blazepizza.com
CA	Orange, CA - Tustin St.	Team Blaze	2139 N. Tustin St. #3 Orange, CA 92865 P: (714) 408-7361 E: 1233orange@blazepizza.com
CA	Pasadena, CA - N. Fair Oaks	Team Blaze	643 N. Fair Oaks Pasadena, CA 91103 P: 626-219-6177 E: 1143pasadena@blazepizza.com
CA	Claremont, CA - Indian Hill	Team Blaze	1 N. Indian Hill Blvd. Claremont, CA 91711 P: 909.399.0225 E: 1191claremont@blazepizza.com
CA	Alhambra, CA - Garfield	Team Blaze	100 E. Main Street, Suite 160 Alhambra, CA 91801 P: 626-940-5747 E: 1086alhambra@blazepizza.com

CA	Orange, CA - Glassell St	Team Blaze	101 S Glassell St Orange, CA 92866 P: 714-744-4777 E: 1047orange@blazepizza.com
CA	Brea, CA - Imperial Hwy	Team Blaze	103 W Imperial Hwy Brea, CA 92821 P: 714-672-5555 E: 1055brea@blazepizza.com
CA	Monrovia, CA - Foothill Blvd	Team Blaze	108 W. Foothill Blvd. Monrovia, CA 91016 P: 626-358-1777 E: 1023monrovia@blazepizza.com
CA	Westwood, CA - UCLA	UCLA	UCLA 617 Charles E Young Dr E, Los Angeles, CA 90095 P: 310-206-4773 E:1280westwood@blazepizza.com E: cbolton@asucla.ucla.edu
CA	Chula Vista, CA - Otay Ranch Town Center	W.K.S Pizza Corporation	2015 Birch Rd. Chula Vista, CA 91915 P: 619-494-2611 E:1249chulavista@blazepizza.com
CA	Burbank, CA - Burbank Empire	W.K.S Pizza Corporation	1723 N Victory Pl, Burbank, CA 91502 P: 818-946-2368 E: 1303burbank@blazepizza.com
CA	North Hollywood, CA - Victory Blvd.	W.K.S Pizza Corporation	13075 Victory Blvd. North Hollywood, CA 91606 P: 818-330-3600 E:1235northhollywood@blazepizza.com
CA	Panorama City, CA - Van Nuys Blvd.	W.K.S Pizza Corporation	7952 Van Nuys Blvd Los Angeles, CA 91402 P: (818) 237-2253 1182panoramacity@blazepizza.com
CA	San Diego, CA - Balboa Ave	W.K.S Pizza Corporation	5604 Balboa Avenue San Diego, CA 92111 P: 858-810-8486 E: 1048sandiego@blazepizza.com

CA	Encinitas, CA - El Camino Real	W.K.S Pizza Corporation	127 N. El Camino Real Encinitas, CA 92024 P: 760-452-2500 E: 1029encinitas@blazepizza.com
CA	Mission Viejo, CA - Shops at MV	W.K.S Pizza Corporation	555 The Shops at Mission Viejo Mission Viejo, CA 92691 P: 949-347-2500 E: 1016missionviejo@blazepizza.com
CA	Irvine, CA - UCI	W.K.S Pizza Corporation	4255 Campus Drive #A120 Irvine CA 92612 P: 949-725-0012 E: 1001irvine@blazepizza.com
CA	Brea, CA - Brea Mall	ZFOS, Inc.	1065 Brea Mall Space 2157 Brea, CA 92821 P: 714-672-1252 E: 1042Brea@blazepizza.com
CT	Storrs, CT - Storrs Rd.	Lessing's Franchise Group, Inc.*	12 Royce Circle Storrs, CT 06268 P: 860.477.1228 E: 1136storrs@blazepizza.com
FL	Lake Buena Vista, FL - Disney Springs	BP Lake Buena Vista, LLC	1508 E Buena Vista Dr Lake Buena Vista, FL 32830 P: 407-560-9171 E: 1101lakebuenavista@blazepizza.com
FL	Jupiter, FL - Sims Creek Plaza	LFP - Blaze PZA FL, LLC*	1697 W Indiantown Rd., Jupiter, FL. 33458 P: 561-295-9557 (Direct) P: 561-567-0054 E: 1353jupiter@blazepizza.com
FL	Boca Raton, FL - State Road 7	LFP - Blaze PZA FL, LLC*	20522 S State Road 7, Boca Raton, FL 33498 P: 561-922-0927 E:1254bocaraton@blazepizza.com
FL	West Kendall, FL - London Square	LFP - Blaze PZA FL, LLC*	12305 SW 137th Ave., Suite 306 Miami, FL 33186 P: 305.847.9440. E: 1294westkendall@blazepizza.com

FL	Royal Palm Beach, FL - N State Road 7	LFP - Blaze PZA FL, LLC*	250 S State Road 7, Suite 300 Royal Palm Beach, FL 33414 P: 561.513.6454 E: 1134royalpalmbeach@blazepizza.com
FL	Palm Beach Gardens, FL - PGA Blvd.	LFP - Blaze PZA FL, LLC*	4665 PGA Blvd. Palm Beach Gardens, FL 33418 P: 561.619.2782 E: 1150palmbeachgardens@blazepizza.com
FL	Davie, FL - University	LFP - Blaze PZA FL, LLC*	2135 S. University Dr. Davie, FL 33324 P: 954-835-5848 E: 1046davie@blazepizza.com
FL	Boca Raton, FL - Federal Hwy	LFP - Blaze PZA FL, LLC*	2146 N Federal Highway Boca Raton, FL 33431 P: 561-923-9353 E: 1043bocaraton@blazepizza.com
FL	Ft. Lauderdale, FL - Andrews Ave	LFP - Blaze PZA FL, LLC*	6334 N. Andrews Avenue Ft. Lauderdale, FL 33309 P: 954-635-2661 E: 1032fortlauderdale@blazepizza.com
FL	Fort Myers, FL - Cypress Trace (DT/PU)	MRG Pizza - N. Central FL., LLC*	13250 S. Cleveland Ave. Fort Myers, FL 33907 P: 239-666-3244 E: 1352fortmyers@blazepizza.com
FL	Tampa, FL - Fowler Ave	MRG Pizza - N. Central FL., LLC*	5114 E. Fowler Avenue, Suite 103, Tampa, FL 33617 P: 813-210-9490 E: 1357tampa@blazepizza.com
FL	Trinity, FL - Mitchell Ranch	MRG Pizza - N. Central FL., LLC*	3194 Word Way, Suite H-3 Trinity, FL 34655 P: 727-339-1070 DL 727-250-0777 GF E: 1356trinity@blazepizza.com
FL	Lutz, FL - Cypress Creek Town Center	MRG Pizza - N. Central FL., LLC*	25456 Sierra Center Boulevard Lutz, FL 33559 P: 813-536-7001 DL P: 813-970-0097 GF E: 1334Lutz@blazepizza.com

FL	Daytona Beach, FL - Tomoka Town Center	MRG Pizza - N. Central FL., LLC*	1405 Cornerstone Blvd., Suite D Daytona Beach, FL 32114 P: (386) 269-7500 E: 1302daytonabeach@blazepizza.com
FL	Viera, FL - Viera Colonnade	MRG Pizza - N. Central FL., LLC*	2348 Citadel Way, Suite 101 Viera, FL 32940 P: 321-265-4380 E: 1321viera@blazepizza.com
FL	Tallahassee, FL - Village Square Blvd.	MRG Pizza - N. Central FL., LLC*	1390 Village Square Blvd. Tallahassee, FL 32312 P: 850-296-0044 E: 1270tallahassee@blazepizza.com
FL	Jacksonville, FL - St. Johns Center	MRG Pizza - N. Central FL., LLC*	4488 Town Center Parkway Jacksonville, FL 32224 P: 904-420-4333 E: 1246jacksonville@blazepizza.com
FL	Winter Park, FL - Orlando Ave.	MRG Pizza - N. Central FL., LLC*	501 N. Orlando Ave., Suite 229 Winter Park, FL 32789 P: 407-960-1401 E: 1189winterpark@blazepizza.com
FL	Orlando, FL - Alafaya Trail	MRG Pizza - N. Central FL., LLC*	4100 N. Alafaya Trail Suite 113 Orlando, FL 32826 P: 407-282-9453 E: 1071orlando@blazepizza.com
FL	Jacksonville, FL - River City Mktplace	MRG Pizza - N. Central FL., LLC*	840 Nautica Drive Jacksonville, FL 32218 P: 904-757-2900 E: 1077jacksonville@blazepizza.com
FL	Sarasota, FL - University Town Center	MRG Pizza - N. Central FL., LLC*	215 N. Cattlemen Rd., Unit 60 Sarasota, FL 34243 P: 941-355-8400 E: 1070sarasota@blazepizza.com
FL	Gainesville, FL - Archer Rd	MRG Pizza - N. Central FL., LLC*	3617 Archer Rd. Gainesville, FL 32608 P: 352-377-6644 E: 1073gainesville@blazepizza.com

FL	Tallahassee, FL - Magnolia	MRG Pizza - N. Central FL., LLC*	220 S. Magnolia Dr. Tallahassee, FL 32301 P: 850-536-6325 E: 1064tallahassee@blazepizza.com
FL	Port St. Lucie, FL - Village Parkway	QuikStar, LLC*	11175 SW Village Pkwy, Port St. Lucie, FL 34987 P: 772-828-2829 (AA) 772-224-8679 (Direct) E: 1393portstlucie@blazepizza.com
FL	Stuart, FL - Federal Hwy	QuikStar, LLC*	2161 SE Federal Highway Stuart, FL 34994 P: 772-600-5351 E: 1397stuart@blazepizza.com
GA	Buford, GA - Mall of Georgia	Blazing South, LLC*	3385 Woodward Crossing Blvd. Suite 320 Buford, GA 30519 P: (470) 589-1668 DIRECT P: (678) 276-8100 IVR E: 1385buford@blazepizza.com
GA	Atlanta, GA - 17th St.	Blazing South, LLC*	540 17th Street NW Atlanta, GA 30318 P: 678-515-4170 E: 1289atlanta@blazepizza.com
GA	Atlanta, GA - Akers Mill	Blazing South, LLC*	2955 Cobb Pkwy, Suite 290 Atlanta, GA 30339 P: (770) 644 - 2197 E: 1282atlanta@blazepizza.com
GA	Decatur, GA - Decatur Rd.	Blazing South, LLC*	2131 N. Decatur Rd. Decatur, GA 30033 P: 678.705.8508 E: 1238decatur@blazepizza.com
GA	Valdosta, GA - North Oak Square	KW Restaurant Group, LLC*	3215 N. Oak Street Extension Valdosta, GA 31601 P: (229) 262-7696 E: 1407valdosta@blazepizza.com
GA	Brunswick, GA - Glynn Isles Commons	KW Restaurant Group, LLC*	905 Glynn Isle Brunswick, GA 31525 P: 912-275-8270 912-202-1102 E: 1378brunswick@blazepizza.com

IA	West Des Moines, IA - Galleria @ Jordan's Creek	On the Rise, LLC	6305 Mills Civic Pkwy, Building 4000 Suite 4200 West Des Moines, IA 50266 P: 515-528-6355 E: 1315westdesmoines@blazepizza.com
IA	Ames, IA - ISU	On the Rise, LLC	2320 Lincoln Way Ames, IA 50014 P: 515-918-3473 E: 1229ames@blazepizza.com
IA	West Des Moines, IA - Valley West Mall	On the Rise, LLC	1551 Valley West Drive West Des Moines, IA 50266 P: (515) 499-8494 E: 1212westdesmoines@blazepizza.com
IA	Des Moines, IA- MLK Jr. Pkwy	On the Rise, LLC	300 MLK Jr. Pkwy Des Moines, IA 50309 P: 515.518.0013 E: 1168desmoines@blazepizza.com
ID	Boise, ID - Entertainment Ave.	Fired Up Pizza, LLC*	1644 S. Entertainment Ave. Boise, ID 83709 P: 208-860-8881 (IVR) 208-910-2475 (Direct) E: 1406boise@blazepizza.com
ID	Eagle, ID - Chinden Blvd.	Fired Up Pizza, LLC*	4363 W. Grey Fox St., #115 Eagle, ID 83616 P: 208-884-7589 E: 1252eagle@blazepizza.com
ID	Nampa, ID - Treasure Valley Marketplace	Fired Up Pizza, LLC*	16375 N Merchant Way, Suite 170 Nampa, ID 83687 P: 208-495-7200 E: 1261nampa@blazepizza.com
ID	Meridian, ID - Eagle Rd.	Fired Up Pizza, LLC*	2206 N. Eagle Rd Suite 140 Meridian, ID 83646 P: 208-855-9139 E: 1051meridian@blazepizza.com
ID	Ammon, ID - Sand Creek Commons	Peace, Love and Pizza, Inc.	2698 E. Sunnyside Road, Suite BC-1 Ammon, ID 83406 P: 208-204-0155GF E: 1348Ammon@blazepizza.com

ID	Twin Falls, ID - Fillmore St.	Peace, Love and Pizza, Inc.	1925 Fillmore St. Twin Falls, ID 83301 P: 208-733-8925 E: 1271twinfalls@blazepizza.com
IL	Normal, IL - College Ave.	BZ Pizza II, LLC*	1601 E. College Ave. Normal, IL 61761 P: 309.808.3676 E: 1142normal@blazepizza.com
IL	Chicago, IL - University Center	LFP - Blaze IL, LLC*	511 South State St Chicago, IL 60605 P: 312.546.4449 E: 1293chicago@blazepizza.com
IL	Schaumburg, IL - Woodfield Mall	LFP - Blaze IL, LLC*	5 Woodfield Mall Drive, Suite VC 11 Schaumburg, IL 60173 P: 847-915-4280 E: 1227woodfieldmall@blazepizza.com
IL	Berwyn, IL - Cermak Rd.	LFP - Blaze IL, LLC*	7122 W. Cermak Rd. Berwyn, IL 60402 P: 708.317.5293 E: 1149berwyn@blazepizza.com
IL	Tinley Park, IL - Harlem Ave.	LFP - Blaze IL, LLC*	15903 South Harlem Ave. Tinley Park, IL 60477 P: 708.620.8961 E: 1141tinleypark@blazepizza.com
IL	Chicago, IL - Loyola	LFP - Blaze IL, LLC*	6550 N. Sheridan Rd. Chicago, IL 60626 P: 773.961.8330 E: 1148chicago@blazepizza.com
IL	Niles, IL -Touhy Ave	LFP - Blaze IL, LLC*	5712 W Touhy Ave Niles, IL 60714 P: 847-647-2150 E: 1088niles@blazepizza.com
IL	Evanston, IL - Sherman Ave	LFP - Blaze IL, LLC*	1737 Sherman Ave. Evanston, IL 60201 P: 847-864-1997 E: 1057evanston@blazepizza.com
IL	Chicago, IL - Presidential Towers	LFP - Blaze IL, LLC*	24 S. Clinton St. Chicago, IL 60661 P: 312-454-6125 E: 1039chicago@blazepizza.com

IL	Chicago, IL - Belmont Ave	LFP - Blaze IL, LLC*	953 W Belmont Ave. Chicago, IL 60657 P: 773-348-6255 E: 1010chicago@blazepizza.com
IN	Fishers, IN - Fisher's Corner Blvd.	Blaze Midwest, Inc.	11669 Commercial Drive, Suite 110 Fishers, IN 46038 P: 317-288-0987 E: 1253fishers@blazepizza.com
IN	Ft Wayne, IN- Coliseum Blvd. East	Blaze Midwest, Inc.	401 Coliseum Blvd. East Ft. Wayne, IN 46805 P: 260.444.2638 E: 1200ftwayne@blazepizza.com
IN	Indianapolis, IN - Michigan Rd.	Blaze Midwest, Inc.	8760 N. Michigan Road Indianapolis, IN 46268 P: 317-735-1662 E: 1127indianapolis@blazepizza.com
IN	South Bend, IN - Eddy Street	Blaze Midwest, Inc.	1234 Eddy St., Suite 109 South Bend, IN 46617 P: 574-387-4620 E: 1092southbend@blazepizza.com
IN	Carmel, IN - Pennsylvania St	Blaze Midwest, Inc.	12697 N. Pennsylvania St., Suite 140 Carmel, IN 46032 P: 317-993-3535 E: 1026indianapolis@blazepizza.com
IN	Indianapolis, IN - Lockefield Commons	Blaze Midwest, Inc.	913 Indiana Ave. Indianapolis, IN 46204 P: 317-624-1500 E: 1013indianapolis@blazepizza.com
KS	Wichita, KS - Greenwich	Rise Up, LLC*	2692 N. Greenwich Court Wichita, KS 67226 P: (316) 315-2078 E: 1241wichita@blazepizza.com
KY	Cincinnati Airport	HMS Host	3087 Terminal Drive Hebron, KY 41048 P: <Restaurant Phone Number> E: 1287cincinnati@blazepizza.com
KY	Lexington, KY - The Summit	MRG Pizza - Kentucky, LLC*	4049 Finn Way Suite 110 Lexington,KY. 40517 P: (859) 523-4340 E: 1114lexington@blazepizza.com

KY	Louisville, KY - Paddock Shops	MRG Pizza - Kentucky, LLC*	4118 Summit Plaza Drive Louisville, KY 40241 P: (502) 915-8731 E: 1179louisville@blazepizza.com
KY	Louisville, KY - Middletown Commons	MRG Pizza - Kentucky, LLC*	13317 Shelbyville Road Louisville, Kentucky 40223 P: 502-822-3670 E: 1065louisville@blazepizza.com
KY	Louisville, KY - St. Matthews	MRG Pizza - Kentucky, LLC*	4600 Shelbyville Road Louisville, KY 40207 P: 502-895-7800 E: 1024louisville@blazepizza.com
KY	Bowling Green, KY - Scottsville Rd.	MRG Pizza - Tennessee, LLC*	2825 Scottsville Rd. Bowling Green, KY 42104 P: (270) 904 8178 E: 1132bowlinggreen@blazepizza.com
LA	New Orleans, LA - Freret St.	Saddles Blazin, LLC	5007 Freret St. New Orleans, LA 70115 P: (504) 603-2195 E: 1198neworleans@blazepizza.com
LA	Lafayette, LA - Ambassador Town Center	Saddles Blazin, LLC	111 Meadow Farm Road, Suite 100 Lafayette, LA 70508 P: 337.205.4245 E: 1084lafayette@blazepizza.com
LA	New Orleans, LA - O'keefe Ave	Saddles Blazin, LLC	611 O'keefe Avenue, Suite C-9 New Orleans, LA 70113 P: 504-208-1028 E: 1063@saddlesblazin.com
MA	Burlington, MA - Middlesex Turnpike	BGR Hospitality, LLC*	91 Middlesex Turnpike Burlington, MA 01803 P: (781) 483-9094 E: 1230burlington@blazepizza.com
MA	Boston, MA - BU	BGR Hospitality, LLC*	961 Commonwealth Ave. Boston, MA 02215 P: 617-987-9200 E: 1248boston@blazepizza.com
MA	Boston, MA - City Place	BGR Hospitality, LLC*	8 Park Place, City Place Boston, MA 02116 P: 617.420.5200 E: 1170boston@blazepizza.com

MA	Boston, MA - Fenway	BGR Hospitality, LLC*	1282 Boylston St, Suite 122 Boston, MA 02215 P: 617.420.5600 E: 1172boston@blazepizza.com
MA	Cambridge, MA- Canal Park	BGR Hospitality, LLC*	1 Canal Park Cambridge, MA 02141 P: 857.820.9400 E: 1154cambridge@blazepizza.com
MD	Laurel, MD - Town Centre	Ayaan Pizza, LLC	14708 Baltimore Ave. Suite 112 Laurel MD, 20707 P: 301-483-3324 E: 1037laurel@blazepizza.com
MD	College Park, MD - Baltimore Ave	Ayush Pizza, LLC	7419 Baltimore Ave. College Park, MD 20740 P: (301) 403-9019 E: 1034collegepark@blazepizza.com
MD	Westminster, MD - Westminster Station (PU)	Fire Restaurant Group*	265 Baltimore Blvd., Suite 8 Westminster, MD 21157 P: (410) 226-8111 E: 1405westminster@blazepizza.com
MD	Towson, MD - Towson Commons	Fire Restaurant Group*	409 York Road Towson, MD 21204 P: 443-652-3787 E: 1371towson@blazepizza.com
MI	Mount Pleasant, MI - Mission St.	Blaze Midwest, Inc.	1218 S. Mission St., Suite A Mount Pleasant, MI 48858 P: 989-217-9130 E: 1358mtpleasant@blazepizza.com
MI	Auburn Hills, MI - Squirrel Rd.	Blaze Midwest, Inc.	2031 N. Squirrel Rd. Auburn Hills, MI 48326 P: 248.622.5982 E: 1218auburnhills@blazepizza.com
MI	Lansing, MI - Frandor	Blaze Midwest, Inc.	300 N. Clippert St., Suite 18 Lansing, MI 48912 P: 517.580.7697 E: 1158lansing@blazepizza.com

MI	Allen Park, MI - Fairlane Dr.	Blaze Midwest, Inc.	3129 Fairlane Drive Allen Park, MI 48101 P: 313.982.9737 E: 1130allenpark@blazepizza.com
MI	Kalamazoo, MI - Main St	Blaze Midwest, Inc.	5015 W. Main St. Kalamazoo, MI 49009 P: 269-254-8081 E: 1033kalamazoo@blazepizza.com
MI	Novi, MI - Novi Rd	Blaze Midwest, Inc.	26401 Novi Rd. Novi, MI 48375 P: 248-773-8955 E: 1015novi@blazepizza.com
MN	Baxter, MN - Dellwood Drive	Blazing Fired Foods, LLC*	14398 Dellwood Drive Baxter, MN 56425 P: (218) 453-0088 E: 1410baxter@blazepizza.com
MN	Minneapolis, MN - Washington Ave.	Manos LLC	1000 Washington Ave. SE Minneapolis, MN 55414 P: 612-379-1723 E: 1119minneapolis@blazepizza.com
MN	St. Louis Park, MN - Knollwood	Manos LLC	8126 Hwy 7 Saint Louis Park, MN 55426 P: 952-938-4500 E: 1085stlouispark@blazepizza.com
MT	Billings, MT - 24th St. W	Montana Restaurant Brands, Inc.	316 S. 24th St. W #1A Billings, MT 59102 P: 406-794-0880 E: 1337billings@blazepizza.com
NC	Jacksonville, NC - Gateway Marketplace	Blazin Blue, LLC	3510 Western Blvd. Jacksonville, NC 28546 P: 910-333-1333 P: 910-554-3992 E: 1329jacksonville@blazepizza.com
NC	Wilmington, NC - Renaissance Market	Blazin Blue, LLC	915 Military Cutoff Rd. Wilmington, NC 28405 P: 910-239-9043 E: 1345wilmington@blazepizza.com

NC	Durham, NC - McFarland Dr.	Blazin Blue, LLC	5320 McFarland Dr. Suite 100 Durham, NC 27707 P: (919) 294-4471 E: 1145durham@blazepizza.com
NC	Holly Springs, NC- Grand Hill Pl	Blazin Blue, LLC	316 Grand Hill Pl. Holly Springs, NC 27540 P: 919.557.4990 E: 1193hollysprings@blazepizza.com
NC	Garner, NC - Cabela Dr.	Blazin Blue, LLC	140 Cabela Drive Garner, NC 27529 P: 919-772-1021 E: 1125garner@blazepizza.com
NC	Morrisville, NC - Market Center Dr	Blazin Blue, LLC	1024 Market Center Drive Morrisville, NC 27560 P: 919-465-9590 E: 1062morrisville@blazepizza.com
NC	Gastonia, NC - Gaston Mall Drive	Carolinas Restaurant Holdings, LLC	401 Cox Road, Unit 178 Gastonia, NC 28054 P: 704-215-5205 E: 1387gastonia@blazepizza.com
NC	Asheville, NC - The Peaks	Carolinas Restaurant Holdings, LLC	15 Peaks Center Ln, Suite 40 Asheville, NC 28805 P: 828-554-0030 E: 1351asheville@blazepizza.com
NC	Concord, NC - Christenbury Pkwy	Carolinas Restaurant Holdings, LLC	8915 Christenbury Pkwy, Suite 30 Concord, NC 28027 P: 980-258-0241 E: 1281concord@blazepizza.com
NC	Charlotte, NC- N. Tryon St.	Carolinas Restaurant Holdings, LLC	8948 J M Keynes Drive, Suite 400 Charlotte, NC 28262 P: 980.237.7139 E: 1196charlotte@blazepizza.com
NC	Asheville, NC - Hendersonville Rd.	Carolinas Restaurant Holdings, LLC	1840 Hendersonville Rd. Asheville, NC 28803 P: 828.575.9242 E: 1133asheville@blazepizza.com
NC	Charlotte, NC - Camden Gallery	Carolinas Restaurant Holdings, LLC	1750 Camden Road Charlotte, NC 28203 P: 980.859.1463 E: 1131charlotte@blazepizza.com

NC	Greensboro, NC - Wendover Commons	Om Hot Pizza, LLC	4522 W. Wendover Ave. Ste 110 Greensboro, NC 27409 P: 336-738-3331GF E: 1367greensboro@blazepizza.com
ND	Bismarck, ND - Kirkwood Mall (PU)	Dakota Pie, LLC	805 South 3rd Street Bismarck, ND 58504 P: 701-751-1694DL E: 1384bismarck@blazepizza.com
ND	Fargo, ND - 42nd Street	Dakota Pie, LLC	1443 42nd Street South Fargo, ND 58103 P: 701-532-1632 E: 1243fargo@blazepizza.com
NE	Lincoln, NE - University of Nebraska	On the Rise, LLC	1317 Q. Street Lincoln, NE 68508 P:402-805-3334 E: 1269lincoln@blazepizza.com
NH	Nashua, NH - Pheasant Lane Mall	BGR Hospitality, LLC*	310 Daniel Webster Highway Suite 201A Nashua, NH 03060 P:603-835-3574 E: 1257nashua@blazepizza.com
NJ	Bridgewater, NJ - Chimney Rock Rd.	Ampal Pizza, LLC	316 Chimney Rock Rd Bound Brook, NJ 08805 P: 732-356-1357 E: 1285bridgewater@blazepizza.com
NJ	Livingston, NJ- Eisenhower Pkwy	Ampal Pizza, LLC	374 W. Mt. Pleasant Ave. Livingston, NJ 07039 P: (973) 758-8934 E: 1202livingston@blazepizza.com
NJ	Teterboro, NJ- Teterboro Landing	Ampal Pizza, LLC	5 Teterboro Landing Drive Teterboro, NJ 07608 P: 201.381.6465 E: 1203teterboro@blazepizza.com
NJ	Newark, NJ - Broad St.	Ampal Pizza, LLC	691 Broad St. Newark, NJ 07102 P: 973-424-0444 E: 1113newark@blazepizza.com

NJ	Clark, NJ - Walnut Ave	Ampal Pizza, LLC	1255 Raritan Road Clark, NJ 07066 P: 848-666-7886 E: 1068clark@blazepizza.com
NJ	Wayne, NJ - Willowbrook Mall	Ampal Pizza, LLC	1400 Willowbrook Mall Wayne, NJ 07470 P: 913-785-2483 E: 1067wayne@blazepizza.com
NJ	Paramus, NJ - Route 4	Ampal Pizza, LLC	65 Route 4 Paramus, NJ 07652 P: 201-843-2845 E: 1040paramus@blazepizza.com
NM	Albuquerque, NM- San Pedro Dr.	Dough Boys 1, LLC	6400 Holly Ave. NE Albuquerque, NM 87113 P: (505) 200-9748 E: 1231albuquerque@blazepizza.com
NM	Albuquerque, NM - Coronado Center	Dough Boys 2, LLC	Coronado Center 6600 Menaul Blvd. NE T-001 Albuquerque, NM 87110 P: 505-369-7271 E: 1256albuquerque@blazepizza.com
NV	Las Vegas, NV - Nellis Blvd. (PU)	Bryz Guyz, Inc.	71 N. Nellis Blvd. Las Vegas, NV 89110 P: 702-278-5219 E: 1380lasvegas@blazepizza.com
NV	Henderson, NV - St. Rose Parkway	Bryz Guyz, Inc.	3558 St. Rose Parkway Henderson, NV 89052 P: 702-844-8116 E: 1388henderson@blazepizza.com
NV	Las Vegas, NV - Lake Mead Blvd.	Bryz Guyz, Inc.	7290 W. Lake Mead Blvd. Las Vegas, NV 89128 P: 702-788-9974 GF E: 1389lasvegas@blazepizza.com
NV	Las Vegas, NV - Blue Diamond Rd.	Bryz Guyz, Inc.	8229 Dean Martin Dr Ste 115 Las Vegas, NV 89139 P: 702-745-8288GF E: 1219bluediamond@blazepizza.com

NV	N. Las Vegas, NV - Craig Rd.	Bryz Guyz, Inc.	1620 E Craig Rd Ste 102 North Las Vegas, NV 89030 P: 702-602-9140 GF E: 1290n.lasvegas@blazepizza.com
NV	Las Vegas, NV - Sahara Ave.	Bryz Guyz, Inc.	Sahara Center 10060 W. Sahara Ave. Las Vegas, NV 89117 P: 702-202-6060 E: 1213lasvegas@blazepizza.com
NV	Las Vegas, NV - Durango Dr.	Bryz Guyz, Inc.	7160 N. Durango Dr. Las Vegas, NV 89149 P: 702.483.6608 E: 1211lasvegas@blazepizza.com
NV	Henderson, NV - Mall Ring Circle	Bryz Guyz, Inc.	673 Mall Ring Circle Henderson, NV 89014 P: 702.444.4680 E: 1147henderson@blazepizza.com
NV	Las Vegas, NV - Decatur	Bryz Guyz, Inc.	6211 N Decatur Blvd Las Vegas, NV 89130 P: 702-685-7709 E: 1081lasvegas@blazepizza.com
NV	Henderson, NV - Eastern	Bryz Guyz, Inc.	10520 S. Eastern Ave., Suite 130 Henderson, NV 89052 P: 702-272-0742 E: 1080henderson@blazepizza.com
NV	Sparks, NV - Legends at Sparks	Nevada Foods Group, LLC	Legends at Sparks 1370 Big Fish Dr., Suite 1 Sparks, NV 89434 P: 775-980-0077 E: 1331sparks@blazepizza.com
NV	Reno, NV - South Meadows Promenade	Nevada Foods Group, LLC	537 South Meadows Pkwy, Suite 160 Reno, NV 89521 P: 775-507-7255 E: 1291reno@blazepizza.com
NY	Fresh Meadows, NY - Fresh Meadows Place	Lessing's Franchise Group, Inc.*	187-12 Horace Harding Expressway Fresh Meadows, NY P: 347-960-9922 E:1369freshmeadows@blazepizza.com

NY	Hicksville, NY - Broadway Mall	Lessing's Franchise Group, Inc.*	213 Broadway Mall Hicksville, NY 11801 P: 516-433-5400 E: 1102hicksville@blazepizza.com
NY	Bay Shore, NY - South Shore	Lessing's Franchise Group, Inc.*	1701 Sunrise Hwy. Bay Shore, NY 11706 P: 631-666-1100 E: 1007bayshore@blazepizza.com
NY	West Babylon, NY - Montauk Hwy	Lessing's Franchise Group, Inc.*	Great South Bay Shopping Center 1047 W. Montauk Hwy. West Babylon, NY 11704 P: 631-620-3326 E: 1025westbabylon@blazepizza.com
NY	New Hartford, NY - Consumer Square	NYVA Restaurant Group, LLC*	4759 Commercial Dr., Suite 100 New Hartford, NY 13413 P: 315-765-0071 E:1343newhartford@blazepizza.com
NY	DeWitt, NY - Marshalls Plaza	NYVA Restaurant Group, LLC*	5743 Widewaters Parkway Suite 400 Dewitt, NY 13214 P: 315-396-0434 E:1374deWitt@blazepizza.com
NY	Clifton Park, NY - Center Rd.	NYVA Restaurant Group, LLC*	11 Clifton Country Road, Clifton Park, NY 12065 P: 518-709-0076 E: 1295cliftonpark@blazepizza.com
NY	Vestal, NY - Vestal Parkway	NYVA Restaurant Group, LLC*	3714 Vestal Pkwy E, Vestal, NY 13850 P: (607) 239-4114 E: 1268vestal@blazepizza.com
NY	Rochester, NY - Henrietta Plaza	NYVA Restaurant Group, LLC*	1100 Jefferson Road #002 Rochester, NY 14623 P: (585) 270-8222 E: 1251rochester@blazepizza.com
NY	Amherst, NY - Niagara Falls Blvd.	NYVA Restaurant Group, LLC*	1595 Niagara Falls Blvd, Suite 900 Amherst NY 14226 P: 716-768-8800 E: 1263amherst@blazepizza.com

NY	Albany, NY - Western Ave.	NYVA Restaurant Group, LLC*	1475 Western Ave. Albany, NY 12203 P: 518.650.7595 E: 1116albany@blazepizza.com
NY	Schenectady, NY - Balltown Road	NYVA Restaurant Group, LLC*	400 Balltown Road, Suite 1A Schenectady, NY 12304 P: 518-280-9490 E: 1103schenectady@blazepizza.com
OH	Toledo, OH - W. Central Ave.	Blaze Midwest, Inc.	3330 W. Central Ave. Toledo, OH 43606 P: (419) 725-5600 E:1183toledo@blazepizza.com
OH	Canton, OH- Dressler Rd	Blaze Midwest, Inc.	5125 Dressler Rd. Canton, OH 44718 P: (234) 360-8403 E: 1207canton@blazepizza.com
OH	Columbus, OH - High St	Buckeye Pies, LLC	1708 N High St. Columbus, OH 43201 P: 614-745-2167 E: 1053columbus@blazepizza.com
OH	Mason, OH - Mason Montgomery Rd	Buckeye Pies, LLC	9341 Mason Montgomery Road Mason, OH 45040 P: 513-701-9217 E: 1020mason@blazepizza.com
OK	Midwest City, OK - Town Center Plaza	1335 Fire Pizza, LLC (Chunara Group)*	7201 SE 29th Street, Suite 209 Midwest City, OK 73110 P: (405) 610-5822 E: 1335midwest@blazepizza.com
OK	Tulsa, OK - W 81st	1126 Fire Pizza, LLC (Chunara Group)*	The Walk at Tulsa Hills Tulsa, OK 74132 P: 918.271.5094 E: 1126tulsa@blazepizza.com
OK	Oklahoma City, OK - Memorial Rd.	1105 Fire Pizza, LLC (Chunara Group)*	2410 W. Memorial Road Oklahoma City, OK 73134 P: 405-753-6165 E: 1105oklahomacity@blazepizza.com
PA	Philadelphia, PA - Drexel University	Ampal Pizza, LLC	3400 Lancaster Ave., Unit 8 Philadelphia, PA 19104 P: 267.219.5145 E: 1166philadelphia@blazepizza.com

PA	Philadelphia, PA - Temple University	Ampal Pizza, LLC	1100 W. Montgomery Avenue Philadelphia, PA 19122 P: 215.232.1426 E: 1121philadelphia@blazepizza.com
PA	Pittsburgh, PA - The Block Northway	Fire Pitt Pizza, LLC	8011 B McKnight Road Pittsburgh, PA 15237 P: 412-837-1865 E: 1355pittsburgh@blazepizza.com
PA	Bridgeville, PA - Gateway Shops	Fire Pitt Pizza, LLC	Gateway Shops @ Newbury Market 160 Millers Run Rd. #100 Bridgeville, PA 15017 P: 412-319-7921 E: 1322bridgeville@blazepizza.com
PA	Cranberry Twp., PA - Cranberry Mall	Fire Pitt Pizza, LLC	20111 ROUTE 19 STE 103 Cranberry Twp., PA 16066 P: 724-591-5330 E: 1320cranberry@blazepizza.com
PA	Erie, PA - Peach St.	Fire Pitt Pizza, LLC	1930 Douglas Pkwy Erie, PA 16509 P: 814-868-7419 E: 1209erie@blazepizza.com
PA	Pittsburgh, PA - Settlers Ridge	Fire Pitt Pizza, LLC	290 Settlers Ridge Center Drive Pittsburgh, PA 15205 P: 412.787.1300 E: 1197pittsburgh@blazepizza.com
PA	Monroeville, PA-William Penn Hwy	Fire Pitt Pizza, LLC	3939 William Penn Hwy Monroeville, PA 15146 P: 412.229.8522 E: 1163monroeville@blazepizza.com
PA	Harrisburg, PA - Jonestown Rd	Saaya Pizza 2 Inc*	4401 Jonestown Rd. Suite 102 Harrisburg, PA 17109 P: 717-831-9818GF E: 1412harrisburg@blazepizza.com
PA	Camp Hill, PA - Capital City Mall	Saaya Pizza Inc*	3595 Capital City Mall Space 0145 Camp Hill, PA 17011 P: 717-963-2991 E: 1394camphill@blazepizza.com

PA	Wilkes-Barre, PA - Mundy St.	Sivaa Pizza Inc*	273 Mundy St. Wilkes-Barre, PA 18702 P: (570) 773-9055 E: 1401wilkes-barre@blazepizza.com
RI	Cranston, RI - Chapel View	BGR Hospitality, LLC*	2 Chapel View Blvd. Cranston, RI 02920 P: (401) 859-2173 E: 1222cranston@blazepizza.com
SC	Greenville, SC - Main St.	BPizza of South Carolina, LLC	109 N. Main St. Greenville, SC 29601 P: 864-412-0050GF E: 1368greenville@blazepizza.com
SC	Columbia, SC - Towne Center Place	BPizza of South Carolina, LLC	471-1 Towne Center Place Columbia, SC 29229 P: 803-834-3235 E: 1195columbia@blazepizza.com
SC	Columbia, SC - Park Terrace	BPizza of South Carolina, LLC	275 Park Terrace Ave., Suite 100 Columbia, SC 29212 P: (803) 888-7527 E: 1093columbia@blazepizza.com
SD	Rapid City, SD - Mountain View Rd.	Dakota Slice, LLC	515 Mountain View Road Rapid City, SD 57702 P: 605-791-1475 E: 1225rapidcity@blazepizza.com
SD	Rapid City, SD - Rushmore Crossing	Dakota Slice, LLC	1325 Eglin St., Suite 100 Rapid City, SD 57701 P: 605-348-2101 F:605-348-2104 E: 1035rapidcity@blazepizza.com
TN	Alcoa, TN - Hunters Crossing	MRG Pizza - Tennessee, LLC*	1055 Hunters Crossing Alcoa, TN 37701 P: 865-233-9770 E: Blaze1296@mrgbp.com
TN	Murfreesboro, TN - Rose Corner	MRG Pizza - Tennessee, LLC*	2314 Medical Center Parkway Murfreesboro, TN 37129 P: 615-295-8055 E: 1339murfreesboro@blazepizza.com
TN	Knoxville, TN - Parkside Dr.	MRG Pizza - Tennessee, LLC*	10978 Parkside Drive Knoxville, TN 37934 P: (865) 288-4354 E: 1144knoxville@blazepizza.com

TN	Brentwood, TN - Franklin	MRG Pizza - Tennessee, LLC*	7011 Executive Center Drive, Ste 101 Brentwood, TN 37027 P: 615-432-2884 E: 1059brentwood@blazepizza.com
TN	Knoxville, TN - Peters Rd	MRG Pizza - Tennessee, LLC*	113 N. Peters Road Knoxville, TN 37923 P: 865-219-1221 E: 1056knoxville@blazepizza.com
TX	Rowlett, TX - Lakeview Pkwy	Big Husky, LLC*	3109 Lakeview Parkway Rowlett, TX 75088 P: 469-573-6835 (Direct) P: 972-544-0204 (Guest) E: 1402rowlett@blazepizza.com
TX	Ft. Worth, TX - Waterside	Big Husky, LLC*	5925 Convair Drive, Suite 521 Forth Worth, TX 76109 P: 817.731.5069 E: 1094ftworth@blazepizza.com
TX	The Colony, TX-SH 121	Big Husky, LLC*	5050 SH 121, Suite 100, The Colony, TX, 75056 P: 469.384.8114 E: 1164thecolony@blazepizza.com
TX	Arlington, TX - Collins St.	Big Husky, LLC*	841 E. Lamar Blvd. Arlington, TX 76011 P: 817.522.1230 E: 1152arlington@blazepizza.com
TX	Frisco, TX - Preston Road	Big Husky, LLC*	3311 Preston Road, Suite 13 Frisco, TX 75034 P: 972-468-9700 E: 1076@saddlesblazin.com
TX	Irving, TX - MacArthur Blvd.	D & P Pizza, LLC*	7601 N. MacArthur Blvd. Irving, TX 75063 P: 972-544-0164 E: 1399irving@blazepizza.com
TX	Grand Prairie, TX - Epic West Towne Crossing	D & P Pizza, LLC*	3148 S.H. 161, Suite 400 Grand Prairie, TX 75052 P: 972-992-1368-GF E: 1386grandprairie@blazepizza.com

TX	Dallas, TX - Old Town	Fleming Pizza, LLC*	5500 Greenville Ave. Ste. 205 Dallas, TX 75206 P:214-890-1900 E: 1398dallas@blazepizza.com
TX	Temple, TX - Adams Ave. (PU)	Fleming Pizza, LLC*	6768 W. Adams Ave. Temple, TX 76502 P: 254-452-2324 E: 1392temple@blazepizza.com
TX	Houston Airport	HMS Host	George Bush International Airport 2800 north terminal rd Houston Texas 77032 Terminal A north P: 281-233-3321 E: 1120houston@blazepizza.com
TX	Houston, TX - Fondren Rd.	KK QSR Holdings, LLC	7459 Southwest Freeway, Suite 400 Houston, TX 77074 P: 281-401-1908 E: 1242houston@blazepizza.com
TX	Webster, TX - Baybrook Village	KK QSR Holdings, LLC	1507-C West Bay Area Blvd. Webster, TX 77598 P: 832.915.5976 E: 1162webster@blazepizza.com
TX	Houston, TX - Woodlake Square	KK QSR Holdings, LLC	9650 Westheimer Road, Suite 1000 Houston, TX 77063 P: 713-780-0800 E: 1078houston@blazepizza.com
TX	Sugar Land, TX - Town Center	KK QSR Holdings, LLC	16100 Kensington Drive Suite 500 Sugar Land, TX 77479 P: 281-491-0275 E: 1083sugarland@blazepizza.com
TX	Richardson, TX - Richardson Square Mall	PhaseNext Hospitality, LLC*	1450 East Beltline Rd, Richardson TX 75081 P: (972) 430-9777 E: 1404richardson@blazepizza.com
TX	Mesquite, TX - Town East Blvd. (PU)	PhaseNext Hospitality, LLC*	1505 N. Town East Blvd. Mesquite, TX 75150 P: 972-430-9666(Guest) E: 1396mesquite@blazepizza.com

TX	El Paso, TX - Ft. Bliss	PhaseNext Hospitality, LLC*	Ft. Bliss, 1618 Pleasanton Rd. Fort Bliss, TX 79906 P: (915) 975-8666 E: 1382ftbliss@blazepizza.com
TX	College Station, TX - University	Saddles Blazin, LLC	Century Square 143 Century Square Dr., Suite 100 College Station, TX 77840 P: (979) 704-5028 E: 1124collegestation@blazepizza.com
TX	Austin, TX - Lakeline Commons	Saddles Blazin, LLC	14009 N. Research Blvd. Space #103 Austin, TX 78717 P: 512-518-3619 E: 1090austin@blazepizza.com
TX	Stephenville, TX - Tarleton State University	Sodexo Operations, LLC	Tarleton State University 1333 West Washington Street Stephenville, TX 76402 P: <Restaurant Phone Number> E: <Restaurant Email Address>
UT	Orem, UT - University Crossing	Five Star Pies Utah, LLC	1350 South State St. Orem, UT 84097 P: (801) 528-9501 E: 1279orem@blazepizza.com
UT	Taylorsville, UT - Redwood Rd.	Five Star Pies Utah, LLC	1855 West 5400 South Suite C Taylorsville, UT 84129 P: 801-840-9633 E: 1208taylorsville@blazepizza.com
UT	Farmington, UT - Park Lane	Five Star Pies Utah, LLC	260 N. University Drive Farmington, UT 84025 P: 801.447.8861 E: 1171farmington@blazepizza.com
UT	Lehi, UT - Lehi Pointe	Five Star Pies Utah, LLC	3370 North Digital Drive; Suite 100 Lehi, UT, 84043 P: 385.336.8925 E: 1159lehipointe@blazepizza.com
UT	St. George, UT - Bluff St. (PU)	Veer Management, Inc.	1333 South Hilton Dr Ste 301 St. George, UT 84770 P: (435) 900 - 5444 E: 1395stgeorge@blazepizza.com

VA	Roanoke, VA - Tanglewood Mall	BLAZINGVA, LLC	4420 Electric Road Roanoke, VA 24018 P: 540-566-3956 E: 1413roanoke@blazepizza.com
VA	Midlothian, VA - Midlothian Turnpike	BLAZINGVA, LLC	12701 Stone Village Way Midlothian, VA 23113 P: 804-594-5855 E: 1176midlothian@blazepizza.com
VA	Lynchburg, VA- Wards Rd	BLAZINGVA, LLC	4026 Wards Rd Lynchburg, VA 24502 P: 434.582.9740 E: 1178lynchburg@blazepizza.com
VA	Williamsburg, VA - New Town	BLAZINGVA, LLC	5134 Main St., New Town Shopping Center Williamsburg, VA 23188 P:757-345-2000 E: 1104williamsburg@blazepizza.com
VA	Fairfax, VA - George Mason University	Sodexo Operations, LLC	George Mason University, 4477 Aquia Creek Ln Fairfax, VA 22030 P: 703-993-9065 E: 1247fairfax@blazepizza.com
WV	Charles Town, WV - Washington St.	BPizza of West Virginia, LLC	490 Euclid Ave. Charles Town, WV 25414 P: 304-930-1682 E: 1377charlestown@blazepizza.com
WV	Martinsburg, WV - Foxcroft Ave.	BPizza of West Virginia, LLC	925 Foxcroft Ave. Martinsburg, WV 25401 P: 304-901-4769 E: 1327martinsburg@blazepizza.com
WV	Granville, WV - Granville Square	BPizza of West Virginia, LLC	University Town Center 525 Granville Square, Suite 127 Morgantown, WV 26534 P: (304) 554-9783 E: 1277granville@blazepizza.com
	**Denotes Area Developer as of the end of calendar year.*		

FRANCHISE AGREEMENTS SIGNED BUT NOT OPENED

State	Location	Franchisee	Phone Number
AK	Fairbanks, AK - Harold Bentley Ave.	Chena River Restaurants, Inc.	(907) 308-1195
CA	Indio, CA	AKC Enterprises	(760) 485-8850
FL	Panama City, FL - Bay City Point	Ultimate Pie, LLC	(561) 628-9631
FL	Hialeah, FL - Miami Lakes	ARG BLZ, Inc.	(954) 599-3331
FL	Land O' Lakes, FL - Shoppes at Sunlake Centre	MRG Pizza - N. Central Florida, LLC	502-276-6750
FL	Lake Nona, FL - Narcoossee Cove	MRG Pizza - N. Central Florida, LLC	502-276-6750
FL	Winter Garden, FL - Colonial Dr.	MRG Pizza - N. Central Florida, LLC	502-276-6750
LA	Baton Rouge, LA - Siegen Lane	Get Blazed LLC	(504) 296-2448
MD	Bowie, MD - Bowie Town Center	GOME Restaurant Group	954-729-1330
ME	TBD	Wildfire Restaurant Group, Inc.	(207) 415-4745
TN	TBD	Kunal and Mahavir Patel	(561) 628-9631
TN	Chattanooga, TN - Chattanooga Red Wolves SC	Chattanooga's Best Pizza, LLC	N/A
TX	Mansfield, TX - Broad Street Marketplace	Big Husky, LLC	(469) 818-1237
TX	TBD	LMS LLC	(410) 390-1222

FRANCHISEES WHO LEFT THE SYSTEM

STATE	CITY	FRANCHISEE	PHONE NUMBER	
AZ	PHOENIX	BZAZ Pizza, LLC	760-601-4457	*Closed 2 restaurant in Arizona
AZ	SCOTTSDALE	BZAZ Pizza, LLC	760-601-4457	*Closed 2 restaurant in Arizona
CA	UNIVERSAL CITY	JRUCW Pizza, Inc.	(818) 389-0932	*Closed 1 restaurant in California
CA	SANTA CRUZ	DAMM Fine Pizza, LLC	(559) 920-5418	*Closed 1 restaurant in California
CA	LINCOLN	Quikserve Pizza, Inc.	(510) 371 4424	*Closed 2 restaurants in California
CA	VACAVILLE	Quikserve Pizza, Inc.	(510) 371 4424	*Closed 2 restaurants in California
CA	SANTA ANA	LA Metro BP Holding Co., LLC	949-422-0921	*Closed 2 restaurants in California
CA	TORRANCE	LA Metro - Rolling Hills BP, LLC	949-422-0921	*Closed 2 restaurants in California
CA	THOUSAND OAKS	W.K.S Pizza Corporation	(562) 425-1402	*Closed 1 restaurant in California
CA	RANCHO CUCAMONGA	R & J Restaurants, LLC	949-689-9394	*Closed 1 restaurant in California
CA	HOLLYWOOD	Team Blaze	626-485-8277	*Closed 1 restaurant in California
GA	VALDOSTA and BRUNSWICK	SOUTH GEORGIA 82, LLC	404-576-7613	*Transferred 2 restaurants in Georgia
IL	URBANA	BZ Pizza II, LLC	844-482-5293	*Closed 2 restaurants in Illinois
IL	CHAMPAIGN	BZ Pizza II, LLC	844-482-5293	*Closed 2 restaurants in Illinois
MD	COLLEGE PARK and LAUREL	Ampal Pizza, LLC	732 - 752 - 2002	*Transferred 2 restaurants in Maryland
MI	ANN ARBOR	The Sarles Group, Inc.	(989) 906-4164	*Closed 3 restaurants in Michigan
MI	ANN ARBOR	The Sarles Group, Inc.	(989) 906-4164	*Closed 3 restaurants in Michigan
MI	PORTAGE	The Sarles Group, Inc.	(989) 906-4164	*Closed 3 restaurants in Michigan
MI	ROYAL OAK	Blaze Midwest, Inc.	989-422-3534	*Closed 1 restaurant in Michigan
NJ	MANALAPAN	Ampal Pizza, LLC	732 - 752 - 2002	*Closed 1 restaurant in New Jersey
NY	FARMINGDALE	Lessing's Franchise Group, Inc.	(631) 567-8200	*Closed 1 restaurant in New York
SC	MT. PLEASANT	BPizza of South Carolina, LLC	757-478-2525	*Closed 1 restaurant in South Carolina
TX	FRISCO, FT. WORTH, THE COLONY and ARLINGTON	SADDLES BLAZIN, LLC	877.799.7827	*Transferred 1 restaurant in Utah
UT	ST. GEORGE	Wild Horse Holdings, LLC	(702) 278-5219	*Transferred 4 restaurant in Texas
VA	GLEN ALLEN	BLAZINGVA, LLC	(217)816-6918	*Closed 1 restaurant in Virginia

EXHIBIT G

STATE ADDENDA
AND AGREEMENT RIDERS

ADDENDUM TO FRANCHISE AGREEMENT, AREA DEVELOPMENT AGREEMENT, SUPPLEMENTAL AGREEMENTS, AND FRANCHISE DISCLOSURE DOCUMENT FOR CERTAIN STATES FOR BLAZE PIZZA, LLC

The following modifications are made to the Blaze Pizza, LLC ("**Franchisor**," "**us**," "**we**," or "**our**") Franchise Disclosure Document ("**FDD**") given to franchisee ("**Franchisee**," "**you**," or "**your**") and may supersede, to the extent then required by valid applicable state law, certain portions of the Franchise Agreement between you and us dated _________________________, 20___ ("**Franchise Agreement**"). When the term "**Franchisor's Choice of Law State**" is used, it means the laws of the state where the Franchisee's Restaurant is located. When the term "Supplemental Agreements" is used, it means the Area Development Agreement.

Certain states have laws governing the franchise relationship and franchise documents. Certain states require modifications to the FDD, Franchise Agreement and other documents related to the sale of a franchise. This State-Specific Addendum ("**State Addendum**") will modify these agreements to comply with the state's laws. The terms of this State Addendum will only apply if you meet the requirements of the applicable state independently of your signing of this State Addendum. The terms of this State Addendum will override any inconsistent provision of the FDD, Franchise Agreement or any Supplemental Documents. This State Addendum only applies to the following states: California, Hawaii, Illinois, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, Virginia, Washington, and Wisconsin.

If your state requires these modifications, you will sign this State Addendum along with the Franchise Agreement and any Supplemental Agreements.

MULTISTATE

No Waiver of Disclaimer of Reliance in Certain States. The following provision applies only to franchisees and franchises that are subject to the state franchise disclosure laws in California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington or Wisconsin:

No statement, questionnaire or acknowledgment 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 any other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

CALIFORNIA

The California Franchise Investment Law requires a copy of all proposed agreements relating to the sale of the Franchise be delivered together with the FDD.

California Corporations Code Section 31125 requires us to give to you a FDD approved by the Department of Financial Protection and Innovation before we ask you to consider a material modification of your Franchise Agreement.

The Franchise Agreement contains, and if applicable, the Supplemental Agreements may contain, provisions requiring binding arbitration with the costs being awarded to the prevailing party. The arbitration will occur in Franchisor's Choice of Law State. Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of the Franchise Agreement or Supplemental Agreements restricting venue to a forum outside the State of California. The Franchise Agreement may contain a mediation provision. If so, the parties shall each bear their own costs of mediation and shall share equally the filing fee and the mediator's fees.

The Franchise Agreement and Supplemental Agreements require the application of the law of Franchisor's Choice of Law State. This provision may not be enforceable under California law.

Neither Franchisor nor any other person listed in Item 2 of the FDD is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a et seq., suspending or expelling such persons from membership in such association or exchange.

California Business and Professions Code Sections 20000 through 20043 provide rights to you concerning termination, transfer, or non-renewal of a franchise. If the Franchise Agreement or Supplemental Agreements contain a provision that is inconsistent with the California Franchise Investment Law, the California Franchise Investment Law will control.

The Franchise Agreement and Supplemental Agreements may provide for termination upon bankruptcy. Any such provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. SEC. 101 et seq.).

The Franchise Agreement contains, and if applicable, the Supplemental Agreements may contain, a covenant not to compete provision which extends beyond the termination of the Franchise. Such provisions may not be enforceable under California law.

Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable. Any such provisions contained in the Franchise Agreement or Supplemental Agreements may not be enforceable.

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).

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

Item 6 of the FDD is amended to state the highest interest rate allowed by law in California is 10% annually.

HAWAII

The following is added to the Cover Page:

THIS FRANCHISE WILL BE/HAS BEEN FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII. FILING DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS OR A FINDING BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS

THAT THE INFORMATION PROVIDED IN THIS FRANCHISE DISCLOSURE DOCUMENT IS TRUE, COMPLETE AND NOT MISLEADING.

THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO YOU OR SUBFRANCHISOR AT LEAST SEVEN (7) DAYS PRIOR TO THE EXECUTION BY YOU OR SUBFRANCHISOR OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN (7) DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY YOU, WHICHEVER OCCURS FIRST, A COPY OF THE FRANCHISE DISCLOSURE DOCUMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.

THIS FRANCHISE DISCLOSURE DOCUMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR A STATEMENT OF ALL RIGHTS, CONDITIONS, RESTRICTIONS AND OBLIGATIONS OF BOTH US AND YOU.

Registered agent in the state authorized to receive service of process:

Commissioner of Securities of the State of Hawaii
Department of Commerce and Consumer Affairs
Business Registration Division
335 Merchant Street, Room 203
Honolulu, Hawaii 96813

The status of the Franchisor's franchise registrations in the states which require registration is as follows:

1. States in which this proposed registration is effective are listed on the third page of the FDD on the page entitled, "State Effective Dates".

2. States which have refused, by order or otherwise, to register these Franchises are:

   None

3. States which have revoked or suspended the right to offer the Franchises are:

   None

4. States in which the proposed registration of these Franchises has been withdrawn are:

   None

The following risk factor is added to the Special Risks to Consider About *This* Franchise page:

Investment Exceeds Equity. You will be required to make an initial investment that exceeds our members' equity of ($3,436,046) as of December 25, 2022.

Fee Deferral

Items 5 and 7 of the FDD, Article 4 of the Franchise Agreement and Article 5 of the Area Development Agreement are amended to state: Based upon the franchisor's financial condition, the Hawaii Department of Commerce and Consumer Affairs has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the Franchise Agreement. In addition, all development fees and initial payments by area developers shall be deferred. As each franchise is opened for business, the franchisor may collect the Initial Franchise Fee for that facility opened. The franchisor shall not collect the Initial Franchise Fee for any franchise in Hawaii that has not opened for business.

ILLINOIS

Sections 4 and 41 and Rule 608 of the Illinois Franchise Disclosure Act states that court litigation must take place before Illinois federal or state courts and all dispute resolution arising from the terms of this Agreement or the relationship of the parties and conducted through arbitration or litigation shall be subject to Illinois law. The FDD, Franchise Agreement and Supplemental Agreements are amended accordingly.

The governing law or choice of law clause described in the FDD and contained in the Franchise Agreement and Supplemental Agreements is not enforceable under Illinois law. This governing law clause shall not be construed to negate the application of Illinois law in all situations to which it is applicable.

Section 41 of the Illinois Franchise Disclosure Act states that "any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of this Act or any other law of this State is void." The Franchise Agreement is amended accordingly. To the extent that the Franchise Agreement would otherwise violate Illinois law, such Agreement is amended by providing that all litigation by or between you and us, arising directly or indirectly from the Franchise relationship, will be commenced and maintained in the state courts of Illinois or, at our election, the United States District Court for Illinois, with the specific venue in either court system determined by appropriate jurisdiction and venue requirements, and Illinois law will pertain to any claims arising under the Illinois Franchise Disclosure Act.

Item 17.v, Choice of Forum, of the FDD is revised to include the following: "provided, however, that the foregoing shall not be considered a waiver of any right granted upon you by Section 4 of the Illinois Franchise Disclosure Act."

Item 17.w, Choice of Law, of the FDD is revised to include the following: "provided, however, that the foregoing shall not be considered a waiver of any right granted upon you by Section 4 of the Illinois Franchise Disclosure Act".

The termination and non-renewal provisions in the Franchise Agreement and the FDD may not be enforceable under Sections 19 and 20 of the Illinois Franchise Disclosure Act.

Under Section 705/27 of the Illinois Franchise Disclosure Act, no action for liability under the Illinois Franchise Disclosure Act can be maintained unless brought before the expiration of three years after the act or transaction constituting the violation upon which it is based, the expiration of one year after you become aware of facts or circumstances reasonably indicating that you may have a claim for relief in respect to conduct governed by the Act, or 90 days after delivery to you of a written notice disclosing the violation, whichever shall first expire. To the extent that the Franchise Agreement is inconsistent with the Illinois Franchise Disclosure Act, Illinois law will control and supersede any inconsistent provision(s).

Franchise Fee Deferral:

The Illinois Attorney General's Office has imposed the Franchise Fee deferral requirement due to our financial condition. Items 5 and 7 of the FDD are amended to state that payment of the Initial Franchise Fee, shall be deferred until after all of Franchisor's initial obligations are complete and the Franchise is open for business.

MARYLAND

AMENDMENTS TO FRANCHISE DISCLOSURE DOCUMENT, FRANCHISE AGREEMENT AND AREA DEVELOPMENT AGREEMENT.

The following is added to the Special Risk to Consider About This Franchise page of the Disclosure Document as a new Risk Factor:

> **Spousal Liability**. Your spouse must sign a document that makes your spouse 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.
>
> **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 the franchisor designates, at prices the franchisor or they set. 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 franchise business.

Item 17 of the FDD, the Franchise Agreement and the Area Development Agreement are amended to state: "The general release required as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law."

Item 17 of the FDD and sections of the Franchise Agreement and Area Development Agreements are amended to state: "A franchisee may bring a lawsuit 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."

The Franchise Agreement and Area Development Agreement and Franchisee Disclosure Questionnaire are amended to state: "All representations requiring prospective franchisees to assent to a release, estoppel, or waiver of liability are not intended to nor shall they act as a release, estoppel, or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law."

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.).

Fee Deferral:

Items 5 and 7 of the FDD, Article 4 of the Franchise Agreement and Article 5 of the Area Development Agreement are amended to state: Based upon the franchisor's financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the Franchise Agreement. In addition, all development fees and initial payments by area developers shall be deferred until the first franchise under the development agreement opens.

MICHIGAN

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 on your right to join an association of franchisees.

(b) A requirement that you assent to a release, assignment, novation, waiver, or estoppel which deprives you of rights and protections provided in this act. This shall not preclude you, after entering into a Franchise Agreement, from settling any and all claims.

(c) A provision that permits us to terminate a Franchise prior to the expiration of its term except for good cause. Good cause shall include your failure to comply with any lawful provision of the Franchise Agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure such failure.

(d) A provision that permits us to refuse to renew your Franchise without fairly compensating you by repurchase or other means for the fair market value at the time of expiration of your inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to us and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the Franchise business are not subject to compensation. This subsection applies only if: (i) the term of the Franchise is less than five years; and (ii) you are prohibited by the Franchise Agreement or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising, or other commercial symbol in the same area subsequent to the expiration of the Franchise or you do not receive at least six months' advance notice of our intent not to renew the Franchise.

(e) A provision that permits us to refuse to renew a Franchise on terms generally available to other franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.

(f) A provision requiring that arbitration or litigation be conducted outside the State of Michigan. This shall not preclude you from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.

(g) A provision which permits us to refuse to permit a transfer of ownership of a Franchise, except for good cause. This subdivision does not prevent us from exercising a right of first refusal to purchase the Franchise. Good cause shall include, but is not limited to:

(i) the failure of the proposed transferee to meet our then-current reasonable qualifications or standards.

(ii) the fact that the proposed transferee is a competitor of us or our subfranchisor.

(iii) the unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations.

(iv) your or proposed transferee's failure to pay any sums owing to us or to cure any default in the Franchise Agreement existing at the time of the proposed transfer.

(h) A provision that requires you to resell to us items that are not uniquely identified with us. This subdivision does not prohibit a provision that grants to us a right of first refusal to purchase the assets of a Franchise on the same terms and conditions as a bona fide third party willing and able to purchase those assets, nor does this subdivision prohibit a provision that grants us the right to acquire the assets of a Franchise for the market or appraised value of such assets if you have breached the lawful provisions of the Franchise Agreement and have failed to cure the breach in the manner provided in subdivision (c).

(i) A provision which permits us to directly or indirectly convey, assign, or otherwise transfer our obligations to fulfill contractual obligations to you unless provision has been made for providing the required contractual services.

THE FACT THAT 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 should be directed to:

State of Michigan
Department of Attorney General
Consumer Protection Division
Attn: Franchise
670 Law Building
525 W. Ottawa Street
Lansing, Michigan 48913
Telephone Number: (517) 373-7117

MINNESOTA

Despite anything to the contrary in the Franchise Agreement, the following provisions will supersede and apply to all Franchises offered and sold in the State of Minnesota:

1. Any provision in the Franchise Agreement which would require you to assent to a release, assignment, novation or waiver that would relieve any person from liability imposed by Minnesota Statutes, Sections 80C.01 to 80C.22 will be void to the extent that such contractual provision violates such law.

2. Minnesota Statute Section 80C.21 and Minnesota Rule 2860.4400J prohibit the franchisor from requiring litigation to be conducted outside of Minnesota. In addition, nothing in the FDD or Franchise 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 Minnesota.

3. Minn. Rule Part 2860.4400J prohibits a franchisee from waiving his rights to a jury trial or waiving his rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction, or consenting to liquidated damages, termination penalties or judgment notes. Any provision in the Franchise Agreement which would require you to waive your rights to any procedure, forum or remedies provided for by the laws of the State of Minnesota is deleted from any agreement relating to Franchises offered and sold in the State of Minnesota; provided,

however, that this paragraph will not affect the obligation in the Franchise Agreement relating to arbitration.

4. With respect to Franchises governed by Minnesota law, we will comply with Minnesota Statute Section 80C.14, Subds. 3, 4 and 5, which require, except in certain specified cases, that you be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the Franchise Agreement; and that consent to the transfer of the Franchise will not be unreasonably withheld.

5. Item 13 of the FDD is hereby amended to state that we will protect your rights under the Franchise Agreement to use the Marks, or indemnify you from any loss, costs, or expenses arising out of any third party claim, suit or demand regarding your use of the Marks, if your use of the Marks is in compliance with the provisions of the Franchise Agreement and our System standards.

6. Minnesota Rule 2860.4400(D) prohibits a franchisor from requiring a franchisee to assent to a general release. As a result, the FDD and the Franchise Agreement, which require you to sign a general release prior to renewing or transferring your Franchise, are hereby deleted from the Franchise Agreement, to the extent required by Minnesota law.

7. The following language will appear as a new paragraph of the Franchise Agreement:

> No Abrogation. Pursuant to Minnesota Statutes, Section 80C.21, nothing in the dispute resolution section of this Agreement will in any way abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80.C.

8. Minnesota Statute Section 80C.17 states that no action for a violation of Minnesota Statutes, Sections 80C.01 to 80C.22 may be commenced more than three years after the cause of action accrues. To the extent that the Franchise Agreement conflicts with Minnesota law, Minnesota law will prevail.

9. Item 6 of the FDD and Section 4.8 of the Franchise Agreement is hereby amended to limit the Insufficient Funds Charge to $30 per occurrence pursuant to Minnesota Statute 604.113.

NEW YORK

The following information is added to the cover page of the Franchise Disclosure Document:

> **INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A 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, INVESTOR PROTECTION BUREAU, 28 LIBERTY STREET, 21ST FLOOR, NEW YORK, NY 10005, 212-416-8285. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. 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 FRANCHISE DISCLOSURE DOCUMENT.

The following is added at the end of Item 3:

Except as provided above, with regard to Franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark:

A. No such party has an administrative, criminal or civil action pending against that person alleging: a felony, a violation of a franchise, antitrust or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices or comparable civil or misdemeanor allegations.

B. No such party has pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature or financial condition of the Franchise System or its business operations.

C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge, or within the 10-year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud or securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.

D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunction 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.

The following is added to the end of Item 4:

Neither the Franchisor, its affiliate, its predecessor, officers or general partner during the 10-year period immediately before the date of the offering circular: (a) filed as debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code; (b) obtained a discharge of its debts under the bankruptcy code; or (c) was a principal officer of a company or a general partner in a partnership that either filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code or that obtained a discharge of its debts under the U.S. Bankruptcy Code during or within 1 year after the officer or general partner of the franchisor held this position in the company or partnership.

The following is added to the end of Item 5:

> The initial franchise fee constitutes part of our general operating funds and will be used as such in our discretion.

The following is added to the end of the "Summary" sections of Item 17(c), titled "Requirements for Franchisee to renew or extend," and Item 17(m), entitled "Conditions for Franchisor approval of transfer":

> However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of General Business Law Sections 687.4 and 687.5 be satisfied.

The following language replaces the "Summary" section of Item 17(d), titled "Termination by Franchisee":

> You may terminate the agreement on any grounds available by law.

The following is added to the end of the "Summary" section of Item 17(j), titled "Assignment of contract by Franchisor":

> However, no assignment will be made except to an assignee who in good faith and judgment of the Franchisor, is willing and financially able to assume the Franchisor's obligations under the Franchise Agreement.

The following is added to the end of the "Summary" sections of Item 17(v), titled "Choice of Forum," and Item 17(w), titled "Choice of Law":

> The foregoing choice of law should not be considered a waiver of any right conferred upon the Franchisor or upon the Franchisee by Article 33 of the General Business Law of the State of New York.

NORTH DAKOTA

Sections of the FDD, the Franchise Agreement, and the Supplemental Agreements requiring that you sign a general release, estoppel or waiver as a condition of renewal and/or assignment may not be enforceable as they relate to releases of the North Dakota Franchise Investment Law.

Sections of the FDD, the Franchise Agreement, and the Supplemental Agreements requiring resolution of disputes to be outside North Dakota may not be enforceable under Section 51-19-09 of the North Dakota Franchise Investment Law, and are amended accordingly to the extent required by law.

Sections of the FDD, the Franchise Agreement, and the Supplemental Agreements relating to choice of law may not be enforceable under Section 51-19-09 of the North Dakota Franchise Investment Law, and are amended accordingly to the extent required by law.

Any sections of the FDD, the Franchise Agreement, and the Supplemental Agreements requiring you to consent to liquidated damages and/or termination penalties may not be enforceable under Section 51-19-09 of the North Dakota Franchise Investment Law, and are amended accordingly to the extent required by law.

Any sections of the FDD, the Franchise Agreement, and the Supplemental Agreements requiring you to consent to a waiver of trial by jury may not be enforceable under Section 51-19-09 of the North Dakota Franchise Investment Law, and are amended accordingly to the extent required by law.

Any sections of the FDD, the Franchise Agreement, and the Supplemental Agreements requiring you to consent to a waiver of exemplary and punitive damages may not be enforceable under Section 51-19-09 of the North Dakota Franchise Investment Law, and are amended accordingly to the extent required by law.

Item 17(r) of the FDD and Section 7 of the Franchise Agreement disclose the existence of certain covenants restricting competition to which Franchisee must agree. The Commissioner has held that covenants restricting competition contrary to Section 9-08-06 of the North Dakota Century Code, without further disclosing that such covenants may be subject to this statue, are unfair, unjust, or inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. The FDD and the Franchise Agreement are amended accordingly to the extent required by law.

The FDD and Franchise Agreement are amended to include the following language:

> The North Dakota Securities Department requires us to defer payment of the Initial Franchise Fee and other initial payments owed by Franchisees to the Franchisor until the Franchisor has completed its pre-opening obligations and the Franchisee has commenced doing business under the Franchise Agreement.

The FDD and Area Development Agreement are amended to include the following language:

> The North Dakota Securities Department requires us to defer payment of the Development Fee owed under the Area Development Agreement until the Franchisor has completed its pre-opening obligations and the Area Developer has commenced doing business.

RHODE ISLAND

§ 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." The FDD, the Franchise Agreement, and the Supplemental Agreements are amended accordingly to the extent required by law.

The above language has been included in this FDD as a condition to registration. The Franchisor and the Franchisee do not agree with the above language and believe that each of the provisions of the Franchise Agreement and the Supplemental Agreements, including all choice of law provisions, are fully enforceable. The Franchisor and the Franchisee intend to fully enforce all of the provisions of the Franchise Agreement, the Supplemental Agreements, and all other documents signed by them, including but not limited to, all venue, choice of law, arbitration provisions and other dispute avoidance and resolution provisions and to rely on federal pre-emption under the Federal Arbitration Act.

VIRGINIA

Item 17(h). The following is added to Item 17(h):

> "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 or Supplemental Agreements involve the use of undue

influence by the Franchisor to induce a franchisee to surrender any rights given to franchisee under the Franchise, that provision may not be enforceable."

In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, the FDD for Blaze Pizza, LLC for use in the Commonwealth of Virginia shall be amended as follows:

Additional Disclosure. The following statements are added to Item 8 and Item 17.h.

Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any 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.

Fee Deferral:

The FDD, Franchise Agreement and Area Development Agreement are amended to include the following language:

The Virginia State Corporation Commission's Division of Securities and Retail Franchising requires us to defer payment of the Initial Franchise Fee and other initial payments owed by Franchisees to the Franchisor until the Franchisor has completed its pre-opening obligations under the Franchise Agreement.

The Virginia State Corporation Commission's Division of Securities and Retail Franchising requires us to defer payment of the Development Fee owed by Franchisees to the Franchisor until the Franchisor has completed its pre-opening obligations under the Area Development Agreement.

WASHINGTON

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, or as determined by the arbitrator or mediator at the time of 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 General Release attached to the Franchise Disclosure Document as Exhibit I-1 does not apply with respect to claims arising under the Washington Franchise Investment Protection Act, RCW 19.100, and the rules adopted thereunder.

The Franchise Disclosure Questionnaire attached to the Franchise Disclosure Document as Exhibit J does not waive any liability the franchisor may have under the Washington Franchise Investment Protection Act, RCW 19.100, and the rules adopted thereunder.

Franchise Fee and Development Fee Deferral

Item 5 and Item 7 of the Franchise Disclosure Document, the Franchise Agreement, and the Area Development Agreement are hereby amended to state that the Initial Franchise Fee, Area Development Fee and all other initial fees paid to the franchisor will be deferred until the Franchisor completes all of its training and other initial obligations to Franchisee and the Franchisee is open for business (listed in Item 11 of this Disclosure Document). The Development Fee will be deferred and paid on a pro-rata basis for each franchise opened under the Area Development Agreement.

WISCONSIN

The Wisconsin Fair Dealership Law, Chapter 135 of the Wisconsin Statutes supersedes any provision of the Franchise Agreement if such provision is in conflict with that law. The Franchise Disclosure Document, the Franchise Agreement and the Supplemental Agreements are amended accordingly.

(Signatures on following page)

APPLICABLE ADDENDA

If any one of the preceding Addenda for specific states ("**Addenda**") is checked as an "Applicable Addenda" below, then that Addenda shall be incorporated into the Franchise Disclosure Document, Franchise Agreement and any other specified agreement(s) entered into by us and the undersigned Franchisee. To the extent any terms of an Applicable Addenda conflict with the terms of the Franchise Disclosure Document, Franchise Agreement and other specified agreement(s), the terms of the Applicable Addenda shall supersede the terms of the Franchise Agreement.

☐	California	☐	Michigan	☐	Rhode Island
☐	Hawaii	☐	Minnesota	☐	South Dakota
☐	Illinois	☐	New York	☐	Virginia
☐	Iowa	☐	North Dakota	☐	Washington
☐	Indiana	☐	Ohio	☐	Wisconsin
☐	Maryland				

Dated: ____________________, 20____

FRANCHISOR:

BLAZE PIZZA, LLC

By: ____

Title: ____

FRANCHISEE:

____

____

By: ____

Title: ____

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EXHIBIT H

BLAZE STANDARDS GUIDELINES

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BLAZE STANDARDS GUIDELINES

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EXHIBIT I

CONTRACTS FOR USE WITH THE BLAZE PIZZA FRANCHISE

The following contracts contained in Exhibit I are contracts that Franchisee is required to utilize or execute after signing the Franchise Agreement in the operation of the Blaze Pizza Business. The following are the forms of contracts that Blaze Pizza, LLC uses as of the Issuance Date of this Franchise Disclosure Document. If they are marked "Sample," they are subject to change at any time.

EXHIBIT I-1

BLAZE PIZZA FRANCHISE

SAMPLE GENERAL RELEASE AGREEMENT

THIS GENERAL RELEASE ("**Release Agreement**") is effective as of the ____ day of ___________, 20___ ("**Effective Date**") by and among BLAZE PIZZA, LLC a California limited liability company ("**Franchisor**"), ________________________________ ("**Franchisee**"), ____________________________ ("**Affiliate[s]**") and ____ ("**Owner" and together with Franchisee and Affiliate[s], jointly and severally, "Releasor**").

RECITALS

[Alt. 1] A. Franchisor and Franchisee are parties to [**that**][**those**] certain Franchise Agreement[**s**], dated ___________________________ (the "**Transaction Document[s]**");

[Alt. 2] A. Franchisor and Franchisee are parties to **[that][those]** certain Area Development Agreement[s], dated ___________________________ (the "**Transaction Documents[s]**");

[Alt. 3] A. Franchisor and Franchisee are parties to that certain Area Development Agreement[**s**], dated ___________________, and those certain Franchise Agreement[**s**], dated ___________________________ (collectively, the "**Transaction Documents[s]**");

B. Franchisee desires to **[assign the Transaction Document[s]] [enter into a Franchise agreement with Franchisor]**; and

C. This Release Agreement has been requested at a juncture in the relationship of the parties where the Franchisor is considering either a change or an expansion of the relationship between the parties and/or their affiliates. The Franchisor is unwilling to make the anticipated change or expansion in the relationship of the parties unless it is certain that it is proceeding with a "clean slate" and that there are no outstanding grievances or Claims against it. Releasor, therefore, gives this Release Agreement as consideration for receiving the agreement of the Franchisor to an anticipated change or expansion of the relationship between the parties. Releasor acknowledges that this Release Agreement is intended to wipe the slate clean.

AGREEMENT

NOW, THEREFORE, in consideration of the premises set forth above, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, Releasor and Franchisor hereby agree as follows:

1. Definitions. As used in this Release Agreement, the following capitalized terms have the meanings ascribed to them.

1.1 "**Claims**" means all actual and alleged claims, demands, Losses, charges, covenants, responsibilities, warranties, obligations, oral and written agreements, debts, violations, suits, counterclaims, cross claims, third party claims, accounts, liabilities, costs, expenses (including attorneys' fees and court costs), rights to terminate and rescind, rights of action and causes of action of any kind or nature, which in any way relate to or arise from or in connection with the Transaction Documents.

1.2 "**Franchisor Released Parties**" means Franchisor and each of its Constituents.

1.3 "**Constituents**" means past, present and future affiliates, parents, subsidiaries, divisions, partners, owners, shareholders, members, trustees, receivers, executors, representatives, administrators, and the respective officers, directors, agents, managers, principals, members, employees, insurers, successors, assigns, representatives and attorneys of each of them.

1.4 "**Excluded Matters**" means [**(i)**] Franchisor's continuing contractual obligations which arise or continue under and pursuant to the Transaction Document[**s**] on and after the date of this Release Agreement**[; and (ii) if this Release Agreement is entered into in connection with the grant of a franchise or license, this Release Agreement is not intended to release or waive the provisions of any applicable franchise registration or disclosure law in connection with the grant of that franchise or license.]**

1.5 "**Losses**" means all damages, liabilities, accounts, suits, awards, judgments, payments, diminutions in value and other losses, costs and expenses, however suffered or characterized, including interest, costs and expenses of investigating and prosecuting any Claim, reference proceeding, lawsuit, arbitration or any appeal; all associated actual attorneys' fees, whether or not the Claim, reference proceeding, lawsuit or arbitration is ultimately defeated and, all amounts paid to compromise or settle of any Claim, reference proceeding, lawsuit or arbitration.

2. General Release. Releasor for itself and its Constituents, hereby releases and forever discharges the Franchisor Released Parties from any and all Claims, whether known or unknown, based upon anything that has occurred or existed, or failed to occur or exist, from the beginning of time to the Effective Date, except for the Excluded Matters and the obligations under this Release Agreement.

3. Waiver of California Civil Code Section 1542.

3.1 Releasor, for itself and its Constituents, acknowledges that it is familiar with Section 1542 of the California Civil Code, which reads as follows:

> A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

3.2 With respect to those Claims being released pursuant to Section 2, Releasor, for itself and its Constituents, acknowledges that it is releasing unknown claims and waives all rights it has or may have under California Civil Code Section 1542 or any similar state or local statute or ordinance under applicable law or other common law principle of similar effect. For purposes of this Section 3, Releasor shall be considered to be a creditor of the Franchisor Released Parties, and each of them.

3.3 Releasor acknowledges that this general release extends to claims which Releasor does not know or suspect to exist in favor of Releasor at the time of executing this Release Agreement, which if known by Releasor may have materially affected its decision to enter into this Release Agreement. It is understood by Releasor that the facts in respect of which this Release Agreement is given may hereafter turn out to be other than or different from the facts in that connection known or believed to be true. Releasor therefore, expressly assumes the risk of the facts turning out to be so different and agrees that this Release Agreement shall be in all respects effective and not subject to termination or rescission by any such difference in facts.

4. Representations and Warranties. Releasor represents and warrants to Franchisor that, in entering into this Release Agreement, it (i) is doing so freely and voluntarily upon the advice of counsel and business advisor of its own choosing (or declined to do so, free from coercion, duress or fraud); (ii) has read and fully understands the terms and scope of this Release Agreement; (iii) realizes that it is final and conclusive, and intends to be final and conclusive, as to the matters set forth in this Release Agreement; and (iv) has not assigned, transferred, or conveyed to any third party all or any part of or partial or contingent interest in any of the Claims which are called for to be released by this Release Agreement, that it is aware of no third party who contends or claims otherwise, and that it shall not purport to assign, transfer, or convey any such claim in the future.

5. Covenants Not to Sue. Releasor irrevocably covenants to refrain and cause each of its Constituents to refrain from asserting any Claim, or commencing, initiating or causing to be commenced, any proceeding of any kind against any Franchisor Released Party, based upon any matter purported to be released pursuant to this Release Agreement.

6. Indemnity. Without in any way limiting any of the rights and remedies otherwise available to any Franchisor Released Party, Releasor shall defend, indemnify and hold harmless each Franchisor Released Party from and against all Claims whether or not involving third party Claims, arising directly or indirectly from or in connection with (i) the assertion by or on behalf of Releasor or its Constituents of any Claim or other matter purported to be released pursuant to this Release Agreement, (ii) the assertion by any third party of any Claim against any Franchisor Released Party which Claim arises from, or in connection with, any Claim or other matter purported to be released pursuant to this Release Agreement; and (iii) any breach of representations, warranties or covenants by Releasor.

7. Miscellaneous.

7.1 This Release Agreement cannot be modified, altered or otherwise amended except by an agreement in writing signed by all of the parties hereto.

7.2 This Release Agreement, together with the agreements referenced in this Release Agreement, constitute the entire understanding between and among the parties with respect to the subject matter of this Release Agreement. This Release Agreement supersedes any prior negotiations and agreements, oral or written, with respect to its subject matter. No representations, warranties, agreements or covenants have been made with respect to this Release Agreement, and in executing this Release Agreement, none of the parties is relying upon any representation, warranty, agreement or covenant not set forth in this Release Agreement.

7.3 This Release Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

7.4 This Release Agreement shall be binding upon and inure to the benefit of the parties to this Release Agreement and their respective successors and permitted assigns.

7.5 All terms used in any one number or gender shall extend to mean and include any other number and gender as the facts, context, or sense of this Release Agreement may require. Neither this Release Agreement nor any uncertainty or ambiguity in this Release Agreement shall be construed or resolved against the drafter, whether under any rule of construction or otherwise. On the contrary, this Release Agreement has been reviewed by all parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of the parties. If any provision of this Release Agreement is susceptible to two or more constructions, one of which would render the provision enforceable and the other or others of which would render the provision unenforceable, then the provision shall be given the meaning that renders it enforceable.

7.6 Any provision of this Release Agreement which is prohibited, unenforceable or not authorized in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition, unenforceability or non-authorization without invalidating the remaining provisions hereof or affecting the validity, enforceability or legality of such provision in any other jurisdiction.

7.7 Each of the parties acknowledges that it had the right and opportunity to seek independent legal counsel of its own choosing in connection with the execution of this Release Agreement, and each of the parties represents that it has either done so or that it has voluntarily declined to do so, free from coercion, duress or fraud.

7.8 This Release Agreement shall be governed by and construed in accordance with the laws of the State of California.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, the parties hereto have executed this Release Agreement as of the date set forth above.

"**Franchisor**":

BLAZE PIZZA, LLC

By:______________________________
Name:____________________________
Title:_____________________________

"**Releasor**":

"Franchisee"

____

By:______________________________
Name:____________________________
Title:_____________________________

"**Affiliate**"

____

By:______________________________
Name:____________________________
Title:_____________________________

"**Owner**":

____

_________________________, an individual

[Others:]

____

_________________________, an individual

EXHIBIT I-2

AUTOMATED CLEARING HOUSE PAYMENT AUTHORIZATION FORM

Franchisee Information:

Franchisee Name	Business No.
Franchisee Mailing Address (street)	Franchisee Phone No.
Franchisee Mailing Address (city, state, zip)	
Contact Name, Address and Phone number (if different from above)	
Franchisee Fax No.	Franchisee Email Address

Bank Account Information:

Bank Name		
Bank Mailing Address (street, city, state, zip)		
Bank Account No.	☐ Checking ☐Savings (check one)	Bank Routing No. (9 digits)
Bank Mailing Address (city, state, zip)		Bank Phone No.

Authorization:

Franchisee hereby authorizes Blaze Pizza, LLC ("Franchisor") to initiate debit entries to Franchisee's account with the Bank listed above, and Franchisee authorizes the Bank to accept and to debit the amount of such entries to Franchisee's account. Each debit shall be made from time to time in an amount sufficient to cover any fees payable to Franchisor pursuant to any agreement between Franchisor and Franchisee as well as to cover any purchases of goods or services from Franchisor or any affiliate of Franchisor. Franchisee agrees to be bound by the National Automated Clearing House Association (NACHA) rules in the administration of these debit entries. Debit entries will be initiated only as authorized above. This authorization is to remain in full force and effect until Franchisor has received written notification from Franchisee of its termination in such time and in such manner as to afford Franchisor and the Bank a reasonable opportunity to act on it. Franchisee shall notify Franchisor of any changes to any of the information contained in this authorization form at least 30 days before such change becomes effective.

Signature: ____________________________________ Date: ____________________________________

Name: ____

Its: ____

Federal Tax ID Number: ________________________

Rev. 032916

NOTE: FRANCHISEE MUST ATTACH A VOIDED CHECK RELATING TO THE BANK ACCOUNT.

EXHIBIT I-3

BLAZE PIZZA FRANCHISE

SAMPLE APPROVAL OF REQUESTED ASSIGNMENT

This Approval of Requested Assignment ("**Agreement**") is entered into this _____ day of __________________________, 20_____, between Blaze Pizza, LLC ("**Franchisor**"), a California Limited Liability Company, _________________________ ("**Former Franchisee**"), the undersigned owners of Former Franchisee ("**Owners**") and _______________________________, a [State] [corporation/limited liability company] ("**New Franchisee**").

RECITALS

WHEREAS, Franchisor and Former Franchisee entered into that certain franchise agreement dated __________________________, 20______ ("**Former Franchise Agreement**"), in which Franchisor granted Former Franchisee the right to operate a Blaze Pizza franchise located at ____________________________________ ("**Franchised Business**"); and

WHEREAS, Former Franchisee desires to assign ("**Requested Assignment**") the Franchised Business to New Franchisee, New Franchisee desires to accept the Requested Assignment of the Franchised Business from Former Franchisee, and Franchisor desires to approve the Requested Assignment of the Franchised Business from Former Franchisee to New Franchisee upon the terms and conditions contained in this Agreement, including that New Franchisee sign Franchisor's current form of franchise agreement together with all exhibits and attachments thereto ("**New Franchise Agreement**"), contemporaneously herewith.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements herein contained, the parties hereto hereby covenant, promise, and agree as follows:

1. Payment of Fees. In consideration for the Requested Assignment, Former Franchisee acknowledges and agrees to pay Franchisor the Transfer Fee, as required under the Franchise Agreement ("**Franchisor's Assignment Fee**").

2. Assignment and Assumption. Former Franchisee hereby consents to assign all of its rights and delegate its duties with regard to the Former Franchise Agreement and all exhibits and attachments thereto from Former Franchisee to New Franchisee, subject to the terms and conditions of this Agreement, and conditioned upon New Franchisee's signing the New Franchise Agreement pursuant to Section 5 of this Agreement.

3. Consent to Requested Assignment of Franchised Business. Franchisor hereby consents to the Requested Assignment of the Franchised Business from Former Franchisee to New Franchisee upon receipt of the Franchisor's Assignment Fee from Former Franchisee and the mutual execution of this Agreement by all parties. Franchisor waives its right of first refusal set forth in the Former Franchise Agreement and waives any obligation for Former Franchisee to enter into a subordination agreement pursuant to the Former Franchise Agreement.

4. Termination of Rights to the Franchised Business. The parties acknowledge and agree that effective upon the date of this Agreement, the Former Franchise Agreement shall terminate and all of Former Franchisee's rights to operate the Franchised Business are terminated and that from the date of

this Agreement only New Franchisee shall have the sole right to operate the Franchised Business under the New Franchise Agreement. Former Franchisee and the undersigned Owners agree to comply with all of the covenants in the Former Franchise Agreement that expressly or by implication survive the termination, expiration, or transfer of the Former Franchise Agreement. Unless otherwise precluded by state law, Former Franchisee shall execute Franchisor's current form of General Release Agreement.

5. New Franchise Agreement. New Franchisee shall execute the New Franchise Agreement for the Franchised Business (as amended by the form of Addendum prescribed by Franchisor, if applicable), and any other required contracts for the operation of a Blaze Pizza franchise as stated in Franchisor's Franchise Disclosure Document.

6. Former Franchisee's Contact Information. Former Franchisee agrees to keep Franchisor informed of its current address and telephone number at all times during the three-year period following the execution of this Agreement.

7. Acknowledgement by New Franchisee. New Franchisee acknowledges and agrees that the purchase of the rights to the Franchised Business ("**Transaction**") occurred solely between Former Franchisee and New Franchisee. New Franchisee also acknowledges and agrees that Franchisor played no role in the Transaction and that Franchisor's involvement was limited to the approval of Requested Assignment and any required actions regarding New Franchisee's signing of the New Franchise Agreement for the Franchised Business. New Franchisee agrees that any claims, disputes, or issues relating New Franchisee's acquisition of the Franchised Business from Franchisee are between New Franchisee and Former Franchisee, and shall not involve Franchisor.

8. Representation. Former Franchisee warrants and represents that it has not heretofore assigned, conveyed, or disposed of any interest in the Former Franchise Agreement or Franchised Business. New Franchisee hereby represents that it received Franchisor's Franchise Disclosure Document and did not sign the New Franchise Agreement or pay any money to Franchisor or its affiliate for a period of at least 14 calendar days after receipt of the Franchise Disclosure Document.

9. Notices. Any notices given under this Agreement shall be in writing, and if delivered by hand, or transmitted by U.S. certified mail, return receipt requested, postage prepaid, or via telegram or telefax, shall be deemed to have been given on the date so delivered or transmitted, if sent to the recipient at its address or telefax number appearing on the records of the sending party.

10. Further Actions. Former Franchisee and New Franchisee each agree to take such further actions as may be required to effectuate the terms and conditions of this Agreement, including any and all actions that may be required or contemplated by the Former Franchise Agreement.

11. Affiliates. When used in this Agreement, the term "**Affiliates**" has the meaning as given in Rule 144 under the Securities Act of 1933.

12. Miscellaneous. This Agreement may not be changed or modified except in a writing signed by all of the parties hereto. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same document. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

13. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California.

IN WITNESS WHEREOF, the parties have executed this Agreement under seal, with the intent that this be a sealed instrument, as of the day and year first above written.

FRANCHISOR:

BLAZE PIZZA, LLC

By: ______________________________________

Printed Name: _____________________________

Title: _____________________________________

FORMER FRANCHISEE:

____

By: ______________________________________

Printed Name: _____________________________

Title: _____________________________________

NEW FRANCHISEE:

____

By: ______________________________________

Printed Name: _____________________________

Title: _____________________________________

Rev. 082418

EXHIBIT I-4

BLAZE PIZZA FRANCHISE

SBA ADDENDUM RELATING TO BLAZE PIZZA, LLC FRANCHISE AGREEMENT

THIS ADDENDUM (Addendum) is made and entered into on _________________, 20__, by BLAZE PIZZA, LLC, located at 35 N. Lake Avenue Suite 810 Pasadena California (Franchisor), and, located at (Franchisee).

Recitals. Franchisor and Franchisee entered into a Franchise Agreement on _______________, 20__ (Franchise Agreement). The Franchisee agreed among other things to operate and maintain a franchise located at ___________________designated by Franchisor as Unit # _______ (Unit). Franchisee has obtained from a lender a loan (Loan) in which funding is provided with the assistance of the United States Small Business Administration (SBA). SBA requires the execution of this Addendum as a condition for obtaining the SBA assisted financing.

NOW, THEREFORE, in consideration of the mutual promises below, and for good and valuable considerations in hand paid by each of the parties to the others, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows:

- Franchise Agreement is in full force and effect, and Franchisor has sent no official notice of default to Franchisee under the Franchise Agreement that remains uncured on the date hereof.

- The following is added to the end of Section 13.2.3(c) of the Franchise Agreement:

  However, the Franchisor may not exercise a right of first refusal:

  (i) If a proposed Assignment is between or among individuals (including members of their immediate families and their respective spouses) who, at the time of the proposed Assignment, have an ownership interest in the Franchisee or the Franchise Agreement, and who have guaranteed the Franchisee's obligations under a then outstanding indebtedness which is guaranteed by the United States Small Business Administration ("SBA") (Owner/Guarantors); or

  (ii) If a proposed Assignment involves a Person other than an Owner/Guarantor and the proposed Assignment involves a non-controlling ownership interest in the Franchisee or the Franchise Agreement, unless such non-controlling interest:

  (1) represents less than a 20% ownership interest in the Franchisee or in the Franchise Agreement, or (2) the Franchisor (in combination with the Franchisee) qualifies as a small business and the exercise of the right does not affect the eligibility of the borrower to qualify for the SBA loan guarantee program.

  The Franchisor's right to approve or to disapprove a proposed Assignment or transferee, or to exercise its right of first refusal with respect to an Assignment of a controlling interest in

Franchisee or the Franchise Agreement, shall not be affected by any of the foregoing provisions. If the Franchisor does not qualify as a small business under SBA regulations, the parties acknowledge and understand that the Franchisor's exercise of its right of first refusal may result in an SBA guaranteed loan becoming immediately due and payable.

- Section 13.2.3(g) of the Franchise Agreement shall be deleted in its entirety and the following Section 13.2.3(g) shall be substituted therefor:

  "(g) The transferee/assignee shall have either (a) assumed this Agreement by a written assumption agreement approved by Franchisor, or has agreed to do so at closing, and at closing executes an assumption agreement approved by Franchisor; or (b) at Franchisor's option, shall have executed a replacement franchise agreement on the then-current standard form of franchise agreement used by Franchisor in the State in which the Franchised Restaurant is being operated, provided, however, that the term of replacement franchise agreement shall be the remaining term of this Agreement;"

- This Addendum automatically terminates on the earliest to occur of the following:

  (i) a Termination occurs under the Franchise Agreement;

  (ii) the Loan is paid; or

  (iii) SBA no longer has any interest in the Loan.

IN WITNESS WHEREOF, the parties hereto have duly signed and executed this Addendum as of the day and year first above written.

FRANCHISOR:	**FRANCHISEE:**
BLAZE PIZZA, LLC	______________________________
By: ______________________________	By: ______________________________
Print Name: ______________________	Print Name: ______________________
Title: ____________________________	Title: ____________________________

EXHIBIT I-5

BLAZE PIZZA FRANCHISE

CONFIDENTIAL DISCLOSURE AGREEMENT
(for prospective franchisees)

We, at BLAZE PIZZA, LLC, ("we") are interested in discussing the possibility of the undersigned, you and/or an entity owned in whole or in part by you ("you"), becoming a franchisee.

It is our intent to share portions of manuals, recipes, drawings, plans, materials, material sources, methods, techniques, processes, records, business plans, market research and other information (collectively, "Proprietary Information") to enable you to decide if you wish to proceed with a BLAZE PIZZA restaurant. We wish to maintain the confidentiality of our Proprietary Information. Therefore, you agree not to copy or try to duplicate the BLAZE PIZZA restaurant concept.

Your acceptance of the terms of this confidential disclosure agreement indicates that:

1.) You agree to maintain any information shared with you as confidential Proprietary Information.

2.) You agree not to disclose the Proprietary Information to anyone; or copy, photograph or make other facsimiles or drawings of the same without our prior written permission.

3.) You agree not to sell, utilize, implement, appropriate or otherwise use the Proprietary Information for any purpose whatsoever, or permit the use of the Proprietary Information by others for any purpose whatsoever, without our express written permission, including in operating any restaurant, or designing, manufacturing, distributing, or selling pizza or other food and beverage offered to BLAZE PIZZA restaurants, or assisting others to do so.

4.) You agree not to reproduce any of the Proprietary Information and to return to us all Proprietary Information received by you immediately upon our request.

5.) You agree not to engage with a broker or landlord, submit an LOI, or execute a lease on a site shown to you by us or our brokers or representatives, unless you have been approved as a franchisee of BLAZE PIZZA and you have executed a franchise agreement with us.

Exclusions. Proprietary Information does not include information that: (i) is in, or becomes in, the public domain without violation of any agreement by you or any other person, or (ii) was known to you prior to disclosure thereof, as evidenced by written records; provided you give us written notice and evidence of such prior knowledge within 30 days after receiving otherwise Proprietary Information, or (iii) is disclosed to you by a third party under no obligation of confidentiality to us or you and without violation of any agreement by you or any other person, including the third party.

Upon a breach or threatened breach by you of this Agreement, we are entitled to immediate injunctive relief and any other equitable remedies, as well as all available remedies by law.

If these terms are acceptable to you, please indicate your acceptance by signing below.

(Signatures on following page)

Accepted and agreed:

Signature	Print Name	Date
Signature	Print Name	Date

EXHIBIT I-6

BLAZE PIZZA FRANCHISE

SAMPLE CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement ("Agreement") is entered into by the undersigned ("you") in favor of Blaze Pizza, LLC, a California limited liability company, and its successors and assigns ("us"), upon the terms and conditions set forth in this Agreement.

1. Definitions. For purposes of this Agreement, the following terms have the meanings given to them below:

"Blaze Pizza Business" means a business that operates restaurants that feature build-your-own, artisan style pizzas that are made to order and related food and drink items and other related products and services using our Intellectual Property.

"Copyrights" means all works and materials for which we or our affiliate(s) have secured common law or registered copyright protection and that we allow Blaze Pizza franchisees to use, sell, or display in connection with the marketing and/or operation of a Blaze Pizza Business, whether now in existence or created in the future.

"Franchisee" means the Blaze Pizza franchisee for which you are an employee, independent contractor, agent, representative, or supplier.

"Intellectual Property" means, collectively or individually, our Marks, Copyrights, Know-how, Manual, and System.

"Know-how" means all of our trade secrets and other proprietary information relating to the development, construction, marketing, and/or operation of a Blaze Pizza Business, including, but not limited to, methods, techniques, specifications, proprietary practices and procedures, policies, marketing strategies, and information comprising the System and the Manual.

"Manual" means our confidential operations manual for the operation of a Blaze Pizza Business.

"Marks" means the logotypes, service marks, and trademarks now or hereafter involved in the operation of a Blaze Pizza Business, including "BLAZE PIZZA" and any other trademarks, service marks, or trade names that we designate for use by a Blaze Pizza Business. The term "Marks" also includes any distinctive trade dress used to identify a Blaze Pizza Business, whether now in existence or hereafter created.

"System" means our system for the establishment, development, operation, and management of a Blaze Pizza Business, including Know-how, proprietary programs and products, confidential operations manuals, and operating system.

2. Background. You are an employee, independent contractor, agent, representative, or supplier of Franchisee. Because of this relationship, you may gain knowledge of our Intellectual Property. You understand that protecting the Intellectual Property is vital to our success and that of our franchisees, and that you could seriously jeopardize our entire Franchise System if you were to use such Intellectual Property in any way other than as described in this Agreement. In order to avoid such damage, you agree to comply with this Agreement.

3. Know-How and Intellectual Property: Nondisclosure and Ownership. You agree: (i) you will not use the Intellectual Property in any business or capacity other than for the benefit of the Blaze Pizza Business operated by Franchisee or in any way detrimental to us or to the Franchisee; (ii) you will maintain the confidentiality of the Intellectual Property at all times; (iii) you will not make unauthorized copies of documents containing any Intellectual Property; (iv) you will take such reasonable steps as we may ask of you from time to time to prevent unauthorized use or disclosure of the Intellectual Property; and (v) you will stop using the Intellectual Property immediately if you are no longer an employee, independent contractor, agent, representative, or supplier of Franchisee. You further agree that you will not use the Intellectual Property for any purpose other than the performing your duties for Franchisee and within the scope of your employment or other engagement with Franchisee.

The Intellectual Property is and shall continue to be the sole property of Blaze Pizza, LLC. You hereby assign and agree to assign to us any rights you may have or may acquire in such Intellectual Property. Upon the termination of your employment or engagement with Franchisee, or at any time upon our or Franchisee's request, you will deliver to us or to Franchisee all documents and data of any nature pertaining to the Intellectual Property, and you will not take with you any documents or data or copies containing or pertaining to any Intellectual Property.

4. Immediate Family Members. You acknowledge you could circumvent the purpose of this Agreement by disclosing Intellectual Property to an immediate family member (i.e., spouse, parent, sibling, child, or grandchild). You also acknowledge that it would be difficult for us to prove whether you disclosed the Intellectual Property to family members. Therefore, you agree you will be presumed to have violated the terms of this Agreement if any member of your immediate family uses or discloses the Intellectual Property. However, you may rebut this presumption by furnishing evidence conclusively showing you did not disclose the Intellectual Property to the family member.

5. Covenants Reasonable. You acknowledge and agree that: (i) the terms of this Agreement are reasonable both in time and in scope of geographic area; and (ii) you have sufficient resources and business experience and opportunities to earn an adequate living while complying with the terms of this Agreement. **YOU HEREBY WAIVE ANY RIGHT TO CHALLENGE THE TERMS OF THIS AGREEMENT AS BEING OVERLY BROAD, UNREASONABLE, OR OTHERWISE UNENFORCEABLE.**

6. Breach. You agree that failure to comply with this Agreement will cause substantial and irreparable damage to us and/or other Blaze Pizza franchisees for which there is no adequate remedy at law. Therefore, you agree that any violation of this Agreement will entitle us to injunctive relief. You agree that we may apply for such injunctive relief, without bond, but upon due notice, in addition to such further and other relief as may be available at equity or law, and the sole remedy of yours, in the event of the entry of such injunction, will be the dissolution of such injunction, if warranted, upon hearing duly held (all claims for damages by reason of the wrongful issuance of any such injunction being expressly waived hereby). If a court requires the filing of a bond notwithstanding the preceding sentence, the parties agree that the amount of the bond shall not exceed $1,000. None of the remedies available to us under this Agreement are exclusive of any other, but may be combined with others under this Agreement, or at law or in equity, including injunctive relief, specific performance, and recovery of monetary damages. Any claim, defense, or cause of action you may have against us or against Franchisee, regardless of cause or origin, cannot be used as a defense against our enforcement of this Agreement.

7. Miscellaneous.

a. Although this Agreement is entered into in favor of Blaze Pizza, LLC, you understand and acknowledge that your employer/employee, independent contractor, agent, representative, or supplier relationship is with Franchisee and not with us, and for all purposes in connection with such relationship, you will look to Franchisee and not to us.

b. If we pursue legal remedies against you because you have breached this Agreement and prevail against you, you agree to pay our reasonable attorney fees and costs in doing so.

c. This Agreement will be governed by, construed, and enforced under the laws of the State of California, and the courts in that state shall have jurisdiction over any legal proceedings arising out of this Agreement.

d. Each section of this Agreement, including each subsection and portion, is severable. If any section, subsection, or portion of this Agreement is unenforceable, it shall not affect the enforceability of any other section, subsection, or portion; and each party to this Agreement agrees that the court may impose such limitations on the terms of this Agreement as it deems in its discretion necessary to make such terms enforceable.

EXECUTED on the date stated below.

Date________________________________ ____

Signature

____

Typed or Printed Name

Rev. 01/2019

EXHIBIT J

FRANCHISE DISCLOSURE QUESTIONNAIRE

FRANCHISE DISCLOSURE QUESTIONNAIRE

As you know, Blaze Pizza, LLC ("we" or "us"), and you are preparing to enter into a Franchise Agreement and an Area Development Agreement, if applicable, for the operation of a Blaze Pizza franchise. The purpose of this questionnaire is to determine whether any statements or promises were made to you that we have not authorized or that may be untrue, inaccurate, or misleading, to be certain that you have been properly represented in this transaction. **You cannot sign or date this questionnaire the same day as the Receipt for the Franchise Disclosure Document, but you must sign and date it the same day you sign the Franchise Agreement and Area Development Agreement, if applicable.** Please review each of the following questions carefully and provide honest responses to each question. If you answer "No" to any of the questions below, please explain your answer in the table provided below.

1. Yes__ No__ Have you received and personally reviewed the Franchise Agreement and Area Development Agreement, if applicable, and each attachment or exhibit attached to it that we provided?

2. Yes__ No__ Have you received and personally reviewed the Franchise Disclosure Document and each attachment or exhibit attached to it that we provided?

3. Yes__ No__ Did you sign a receipt for the Franchise Disclosure Document indicating the date you received it?

4. Yes__ No__ Do you understand all the information contained in the Franchise Disclosure Document, Franchise Agreement, and Area Development Agreement, if applicable?

5. Yes__ No__ Have you reviewed the Franchise Disclosure Document, Franchise Agreement, and Area Development Agreement, if applicable, with a lawyer, accountant, or other professional advisor, or have you had the opportunity for such review and chosen not to engage such professionals?

6. Yes__ No__ Have you had the opportunity to discuss the benefits and risks of developing and operating a Blaze Pizza Franchise with an existing Blaze Pizza franchisee?

7. Yes__ No__ Do you understand the risks of developing and operating a Blaze Pizza Franchise?

8. Yes__ No__ Do you understand the success or failure of your Blaze Pizza Franchise will depend in large part upon your skills, abilities, and efforts, and those of the persons you employ, as well as many factors beyond your control such as competition, interest rates, the economy, inflation, labor and supply costs, and other relevant factors?

9. Yes__ No__ Do you understand that, unless prohibited by local law, all disputes or claims you may have arising out of or relating to the Franchise Agreement and Area Development Agreement, if applicable, must be arbitrated in California, if not resolved informally or by mediation?

10. Yes__ No__ Do you understand that you must satisfactorily complete the BSTP training program before we will allow your Blaze Pizza Franchise to open or consent to a transfer of the Blaze Pizza Franchise to you?

11. Yes__ No__ Do you agree that no employee or other person speaking on our behalf made any statement or promise regarding the costs involved in operating a Blaze Pizza Franchise that is not contained in the Franchise Disclosure Document or that is contrary to, or different from, the information contained in the Franchise Disclosure Document?

12. Yes__ No__ Do you agree that no employee or other person speaking on our behalf made any statement or promise or agreement, other than those matters addressed in your Franchise Agreement and any addendum, and Area Development Agreement, if applicable, concerning advertising, marketing, media support, marketing penetration, training, support service, or assistance that is contrary to, or different from, the information contained in the Franchise Disclosure Document?

13. Yes__ No__ Do you agree that no employee or other person speaking on our behalf made any statement or promise regarding the actual, average or projected profits or earnings, the likelihood of success, the amount of money you may earn, or the total amount of revenue a Blaze Pizza Franchise will generate that is not contained in the Franchise Disclosure Document or that is contrary to, or different from, the information contained in the Franchise Disclosure Document?

YOU UNDERSTAND THAT YOUR ANSWERS ARE IMPORTANT TO US AND THAT WE WILL RELY ON THEM. BY SIGNING THIS QUESTIONNAIRE, YOU ARE REPRESENTING THAT YOU HAVE CONSIDERED EACH QUESTION CAREFULLY AND RESPONDED TRUTHFULLY TO THE ABOVE QUESTIONS.

______________________________	______________________________
Signature of Franchise Applicant	Signature of Franchise Applicant
______________________________	______________________________
Name (please print)	Name (please print)
Date ______________________	Date ______________________

EXPLANATION OF ANY NEGATIVE RESPONSES (REFER TO QUESTION NUMBER):

Question Number	Explanation of Negative Response

Rev. 032916

EXHIBIT K

GUARANTEE OF BLAZE PIZZA HOLDINGS, LLC

GUARANTEE OF PERFORMANCE

For value received, Blaze Pizza Holdings, LLC, a Delaware limited liability company ("Guarantor") located at 35 N. Lake Avenue, Suite 810, Pasadena, California 91101, absolutely and unconditionally guarantees to assume the duties and obligations of Blaze Pizza, LLC, located at 35 N. Lake Avenue, Suite 810, Pasadena, California 91101 (the "Franchisor") under its franchise registration in each state where the franchise is registered, and under its Franchise Agreement identified in its 2023 Franchise Disclosure Document, as it may be amended, and as that Franchise Agreement may be entered into with franchisees and amended, modified or extended, from time to time. This guarantee continues until all such obligations of the Franchisor under its franchise registrations and the Franchise Agreement are satisfied or until liability of the Franchisor to its franchisees under the Franchise Agreement has been completely discharged, whichever first occurs. The Guarantor is not discharged from liability if a claim by a franchisee against the Franchisor remains outstanding. Notice of acceptance is waived. The Guarantor does not waive receipt of notice of default on the part of the Franchisor. This guarantee is binding on the Guarantor and its successors and assigns.

The Guarantor signs this guarantee at Pasadena, California on the 25TH day of APRIL, 2023.

Guarantor:

BLAZE PIZZA HOLDINGS, LLC

By: Beto Guajardo
Title: Chief Executive Officer & President

EXHIBIT L

STATE EFFECTIVE DATES

State Effective Dates

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

This document is effective and may be used in the following states, where the document is filed, registered or exempt from registration, as of the Effective Date stated below:

State	Effective Date
California	
Hawaii	Not Effective
Illinois	
Indiana	
Maryland	
Michigan	
Minnesota	
New York	
North Dakota	
Rhode Island	
South Dakota	
Virginia	
Washington	
Wisconsin	

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.

EXHIBIT M

RECEIPT

RECEIPT
(Retain This Copy)

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

If Blaze Pizza, LLC offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

Under Iowa law, if applicable, Blaze Pizza, LLC must provide this disclosure document to you at your first personal meeting to discuss the franchise. Michigan requires Blaze Pizza, LLC to give you this disclosure document at least ten business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first. New York requires you to receive this disclosure document at the earlier of the first personal meeting or ten business days before the execution of the franchise or other agreement of the payment of any consideration that relates to the franchise relationship.

If Blaze Pizza, LLC does not deliver this disclosure document on time or if it contains a false or misleading statement or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580, and the appropriate state agency identified on Exhibit A.

The name, principal business address, and telephone number of each franchise seller offering the franchise is:
_________ Ed Yancey, 35 N. Lake Avenue, Suite 810, Pasadena, California 91101; (626) 584-5880
_________Andrew Verhagen, 35 N. Lake Avenue, Suite 810, Pasadena, California 91101; (626) 584-5880

Issuance Date: April 24, 2023

I received a disclosure document issued April 24, 2023, which included the following exhibits:

Exhibit A	List of State Administrators and Agents for Service of Process
Exhibit B	Financial Statements
Exhibit C	Franchise Agreement
Exhibit D	Area Development Agreement
Exhibit E	Non-Traditional Venue Addendum
Exhibit F	List of Current and Former Franchisees
Exhibit G	State Addenda and Agreement Riders
Exhibit H	Blaze Standards Guidelines Table of Contents
Exhibit I	Contracts for use with the Blaze Pizza Franchise
Exhibit J	Franchise Disclosure Questionnaire
Exhibit K	Guarantee of Blaze Pizza Holdings, LLC
Exhibit L	State Effective Dates
Exhibit M	Receipt

Date	Signature	Printed Name
Date	Signature	Printed Name

PLEASE RETAIN THIS COPY FOR YOUR RECORDS.

RECEIPT
(Our Copy)

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

If Blaze Pizza, LLC offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

Under Iowa law, if applicable, Blaze Pizza, LLC must provide this disclosure document to you at your first personal meeting to discuss the franchise. Michigan requires Blaze Pizza, LLC to give you this disclosure document at least ten business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first. New York requires you to receive this disclosure document at the earlier of the first personal meeting or ten business days before the execution of the franchise or other agreement of the payment of any consideration that relates to the franchise relationship.

If Blaze Pizza, LLC does not deliver this disclosure document on time or if it contains a false or misleading statement or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580, and the appropriate state agency identified on Exhibit A.

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Exhibit M	Receipt

______________________	______________________	______________________
Date	Signature	Printed Name
______________________	______________________	______________________
Date	Signature	Printed Name

Please sign this copy of the receipt, date your signature, and return it to Blaze Pizza, LLC, 35 N. Lake Avenue, Suite 810, Pasadena, CA 91101.