

FRANCHISE DISCLOSURE DOCUMENT

Hungry Howie's Pizza & Subs, Inc.,
a Michigan corporation
30300 Stephenson Highway, Suite 200
Madison Heights, Michigan 48071
(248) 414-3300
www.hungryhowies.com



The franchisee will operate a Hungry Howie's restaurant, offering pizza, submarine sandwiches and other designated menu items for sale. The total investment necessary to begin operation of a Hungry Howie's franchised business is between \$228,000 and 432,500. This includes between \$64,500 and \$90,000 that must be paid to the franchisor or its affiliate(s).

Hungry Howie's may enter into a Multiple Unit Addendum with you which will give you the right to open a certain number of Hungry Howie's restaurants within a designated geographic area during a specified period of time. At the time you enter into a Multiple Unit Addendum you must pay us the full franchise fee of \$25,000 for the first franchise and 50% of the franchise fee for each additional franchise.

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 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. **Note, however, that no governmental agency has verified the information contained in this document.**

You may wish to receive your disclosure in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact Hungry Howie's Franchise Development Department, at 30300 Stephenson Highway, Madison Heights, Michigan 48071 (248) 414-3300.

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

Buying a franchise is a complex investment. The information in this disclosure document can help you make up your mind. More information on franchising, such as "*A Consumer's Guide to Buying a Franchise*", which can help you understand how to use this disclosure document, is available from the Federal Trade Commission. 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.

Issued: January 1, 2014

STATE COVER PAGE

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

Call the state franchise administrator listed in Exhibit "B" for information about the franchisor, or about franchising in your state.

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

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

1. THE FRANCHISE AGREEMENT REQUIRES YOU TO RESOLVE DISPUTES WITH US BY LITIGATION, OTHER THAN ARBITRATION FOR THE LIMITED PURPOSE OF DETERMINING THE FAIR MARKET VALUE OF YOUR ASSETS ONLY IN MICHIGAN. OUT-OF-STATE LITIGATION OR ARBITRATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO LITIGATE OR ARBITRATE WITH US IN MICHIGAN THAN IN YOUR OWN STATE.

2. THE FRANCHISE AGREEMENT STATES THAT MICHIGAN LAW GOVERNS THE AGREEMENT, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS.

3. THE FRANCHISE AGREEMENT REQUIRES YOU TO PAY HUNGRY HOWIE'S, WITHIN 90 DAYS AFTER TERMINATION, APPROXIMATELY \$1,000 PER MONTH FOR THE REMAINING TERM OF THE FRANCHISE AGREEMENT IF HUNGRY HOWIE'S TERMINATES THE FRANCHISE AGREEMENT AS A RESULT OF YOUR DEFAULT.

4. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

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

STATE EFFECTIVE DATES

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

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

California	6/2/14
Illinois	5/7/14
Indiana	4/18/14
Maryland	Pending
Michigan	1/22/14
Minnesota	4/22/14
New York	6/2/14
North Dakota	5/8/14
Rhode Island	5/10/14
South Dakota	4/21/14
Virginia	Pending
Washington	5/8/14
Wisconsin	4/18/14

NOTICE

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.

(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 of the failure 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 Michigan Department of Attorney General, P. O. Box 30215, Lansing, Michigan 48909 (517) 373-7117.

TABLE OF CONTENTS

Item 1: The Franchisor and any Parents, Predecessors and Affiliates	3
Item 2: Business Experience	5
Item 3: Litigation	7
Item 4: Bankruptcy	7
Item 5: Initial Fees.....	7
Item 6: Other Fees	9
Item 7: Estimated Initial Investment.....	13
Item 8: Restrictions on Sources of Products and Services.....	15
Item 9: Franchisee’s Obligations.....	19
Item 10: Financing	20
Item 11: Franchisor’s Assistance, Advertising, Computer Systems and Training.....	20
Item 12: Territory	30
Item 13: Trademarks.....	32
Item 14: Patents, Copyrights and Proprietary Information	34
Item 15: Obligation to Participate in the Actual Operation of the Franchise Business ..	35
Item 16: Restrictions on What the Franchisee May Sell.....	37
Item 17: Renewal, Termination, Transfer and Dispute Resolution.....	37
Item 18: Public Figures.....	42
Item 19: Financial Performance Representations.....	42
Item 20: Outlets and Franchisee Information.....	47
Item 21: Financial Statements	54
Item 22: Contracts	54
Item 23: Receipts	54

EXHIBIT

Exhibit A: State Addenda to Disclosure Document..... A-1

Exhibit B: State Administrators..... B-1

Exhibit C: Agents for Service of Process C-1

Exhibit D: Financial Statements D-1

Exhibit E: Manuals E-1

Exhibit F: Franchise Agreement.....F-1

Exhibit G: Multiple Unit Addendum..... G-1

Exhibit H: Standard Lease Rider H-1

Exhibit I: General Release..... I-1

Exhibit J: Confidentiality Agreement J-1

Exhibit K: List of Operational Franchisees K-1

Exhibit L: List of Non-Operational Franchises.....L-1

Exhibit M: List of Former Franchisees..... M-1

Exhibit N: Receipt N-1

Item 1: The Franchisor and any Parents, Predecessors and Affiliates

To simplify the language in this Disclosure Document, “we”, “us”, “our” or “Hungry Howie’s” means Hungry Howie’s Pizza & Subs, Inc., the franchisor. “You” or “your” means the person or business entity buying the franchise. If the franchise is purchased by a partnership, corporation or limited liability company, the partners, shareholders or members, as the case may be, may be referred to in this Disclosure Document as the “Owners.”

Franchisor, Parent and Affiliates

We do business under the names Hungry Howie’s Pizza & Subs, Inc. and Hungry Howie’s Pizza, Inc. and do not do business under any other name. Our principal business address is 30300 Stephenson Highway, Suite 200, Madison Heights, Michigan 48071. Hungry Howie’s is a Michigan corporation incorporated on December 21, 1981. Hungry Howie’s has no parent. Hungry Howie’s has had no predecessors during the 10-year period immediately before the close of its most recent fiscal year. Hungry Howie’s does not conduct the type of business you would operate as a franchisee. Officers of Hungry Howie’s do conduct the type of business you would operate as a franchisee.

Hungry Howie’s has two affiliates: Hungry Howie’s Distributing, Inc., which will be referred to in this Disclosure Document as “Distributing,” and H.H. Pizza, Inc., which will be referred to as “Florida.”

Distributing supplies our franchisees east of the Mississippi River and those of Florida with food products, packaging and supplies (collectively “Products”). Distributing, through a wholly owned subsidiary, Hungry Howie’s Properties, Inc. (“Properties”), conducts the type of business you would operate as a franchisee. Properties owns and operates Hungry Howie’s Restaurants. Distributing has been in business since 1986. Distributing has never offered franchises in any line of business. The principal business address of Distributing is 30300 Stephenson Highway, Suite 100, Madison Heights, Michigan 48071. Distributing is a Michigan corporation incorporated on July 31, 1986. Distributing has no parent. Distributing has had no predecessors during the 10-year period immediately before the close of its most recent fiscal year. Distributing does business under the name Hungry Howie’s Distributing, Inc. and does not do business under any other name.

Florida operates under a license agreement with Hungry Howie’s to use the Marks in the State of Florida exclusively. Florida does not follow the Hungry Howie’s system and is free to set its own standards and specifications, subject to its license agreement. Florida’s license agreement with Hungry Howie’s requires Florida to offer high quality goods and services in connection with the Marks and to use the Marks royalty-free. Florida is responsible for all franchisor obligations with respect to its franchisees located in the State of Florida. Florida collects all franchise fees and royalties from its franchisees located in the State of Florida.

Florida became a licensee in 1984 and is our only licensee. Florida does not conduct the type of business you would operate as a franchisee. Officers of Florida conduct the type of business you would operate as a franchisee. Florida has offered franchises under its license agreement for restaurants under the name Hungry Howie’s Pizza since 1984. Florida franchisees have no direct post sale performance obligations to Hungry Howie’s. Florida franchisees however, do have post sale performance obligations to Florida. Florida has not offered franchises in other lines of business. The principal business address of Florida is 2109-D Main Street, Dunedin, Florida 34698. Florida is a Florida corporation incorporated on August 7, 1984. Florida has no parent. Florida has no predecessors during the 10-year period immediately before the close of

its most recent fiscal year. Florida does business under the name H.H. Pizza, Inc. and does not do business under any other name. Florida's agent for service of process is Robert L. Shear and the address for service of process is 2650 McCormick Drive, Suite 102, Clearwater, Florida 33759.

Alabama Foods, Inc. ("AFI") has had the right to solicit the sale of Hungry Howie's franchises in certain counties in the State of Alabama on behalf of Hungry Howie's since January 1, 1998. If you operate a franchise within AFI's area, AFI will fulfill various obligations which are imposed on us under the terms of your Franchise Agreement. These obligations include establishment of a regional advertising program and periodic consultation with you concerning the operation of your Restaurant. Since the Franchise Agreement is executed between us and you, AFI is not obligated to you to perform these services. Hungry Howie's will remain obligated to you for the duties it performs through AFI. AFI is not an affiliate of Hungry Howie's.

Agent for Service of Process

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

Prior Experience

We have offered franchises for Restaurants since 1982. We have not offered franchises in other lines of business. Except for Florida, Hungry Howie's has not and does not engage in selling licenses or sub-franchises to any party which then engages in the sale of individual franchises.

The Business We Offer

We grant a franchise for the right to operate a retail carry out and delivery and/or sit down restaurant which specializes in the sale of pizza, submarine sandwiches, calzones, salads, desserts and beverages under the names "Hungry Howie's®", "Hungry Howie's® Pizza" or "Hungry Howie's® Flavored Crust® Pizza." We have no other business activities.

Under the franchise agreement (the "Franchise Agreement"), which is Exhibit F to this Disclosure Document, we offer qualified purchasers the right to establish and operate a Hungry Howie's Restaurant at a single location. "Restaurant" shall mean a Hungry Howie's carry-out, delivery and/or sit down restaurant, which conducts business in accordance with the Hungry Howie's system.

We may also franchise "Non-Traditional Restaurants." "Non-Traditional Restaurant" shall mean a Hungry Howie's restaurant in a location such as an airport, train, bus or subway station, toll road facility, highway rest stop, stadium, arena, amusement park, fair, carnival, gas station, convenience store, hotel, motel, school, college or university, office building, factory, hospital, shopping mall or food court and other similar retail facility, penal institutions, institutional food service facilities or other non-traditional venues. Non-Traditional Restaurants may offer limited or no delivery service as agreed to in writing by us.

Unless otherwise noted, Restaurants and Non-Traditional Restaurants are collectively referred to as "Restaurants" in this Disclosure Document.

Restaurants (except Non-Traditional Restaurants) generally occupy their own premises and provide specified food items and beverages as described in Item 16 ("Menu Items") for carry-out, delivery and, in a limited number of instances, for consumption on the premises. Non-Traditional Restaurants may share their premises with other businesses and may provide

limited Menu Items for consumption on their premises, limited or no delivery, and, in a limited number of instances, for consumption on the premises.

We may enter into a Multiple Unit Addendum (“MUA”) with you which will give you the right to open a certain number of Restaurants within a designated geographic area during a specified period of time and schedule. If you do not open the Restaurants in accordance with your schedule, you will lose your right to open any additional Restaurants. A copy of a MUA is attached as Exhibit G. An individual franchise agreement is executed for each Restaurant opened under the MUA.

The market for our products includes any individual who desires the Menu Items offered by Hungry Howie’s. Competitors include other franchise systems and independent restaurants offering the same or similar items as Hungry Howie’s. The market for our Menu Items is well developed and highly competitive.

Applicable Regulations

You must comply with state and local laws regarding the health and cleanliness of your Restaurant. You should investigate the application of these laws further.

Item 2: Business Experience

President: Steven E. Jackson

Mr. Jackson has been President and a director of Hungry Howie’s since its formation. Mr. Jackson has also been an officer and director of Jackson Food Service, Inc. since its incorporation in 1984. Jackson Food Service, Inc. is engaged in the ownership and operation of Hungry Howie’s Restaurants. Mr. Jackson has been an officer and director of Distributing since its incorporation in 1986.

Secretary: Jennifer Hearn

Ms. Jennifer Hearn is the secretary and a director of Hungry Howie’s. Ms. Hearn is President and a director of Florida. For the past 15 years, Ms. Hearn has been engaged in the ownership and operation of the Hungry Howie’s restaurants in Florida.

Vice President of Marketing & Product Development: Jeffrey Rinke

Mr. Rinke joined Hungry Howie’s in 1987 and in July of 1996, he became Vice President of Marketing & Product Development.

Vice President of Strategic Marketing: Robert Elliott

Mr. Elliott joined Hungry Howie’s in April of 2011 as Vice President of Strategic Marketing. From 2009 to March of 2011, Mr. Elliott was the Group Director of Zimmerman Advertising. From 2004 to 2009, Mr. Elliott was the President of Elliott Adworks.

Vice President of Operations: Paul Pfeiffer

Mr. Pfeiffer joined Hungry Howie’s in 2004 as Director of Operations and in 2007 became Vice President of Operations.

Director of Operations: Bob Scavo

Mr. Scavo joined Hungry Howie's in December of 2012 as Director of Operations. From July of 2011 to September of 2012, Mr. Scavo was Senior Director of Operations for Service Brands International. From March of 2000 to May of 2011, Mr. Scavo was the Director of Operations for Arby's Restaurant Group.

Director of Accounting: David Yeager

Mr. Yeager joined Hungry Howie's in February of 2010 as Director of Accounting. From February of 2009 until February of 2010, Mr. Yeager was the Director of Accounting for wovgreen. From 2004 to 2008, Mr. Yeager was a Partner of DY Associates.

Director of Training: Alan Newman

Mr. Newman joined Hungry Howie's in 1994 and in December of 2004, he became Director of Training.

Director of Construction and Compliance: George Schlickemayer

Mr. Schlickemayer joined Hungry Howie's in 1993 as a franchise consultant. In August of 2004 he became Director of Construction and Compliance.

Director of Franchise Development: Jennifer M. Jackson

Ms. Jackson was employed by Hungry Howie's from 2003 to July of 2008 in a number of positions. In 2005 she became Director of Franchise Development and Marketing. From August of 2009 until June, 2010, she was Internet Sales Manager of Jaguar of Troy in Troy, Michigan. From June of 2010 until June of 2011, Ms. Jackson was the Franchise Development Manager of Allegra Network LLC in Plymouth, Michigan. From February 2012 to March 2012, Ms. Jackson was a Senior Franchise Account Manager with Clarity Communications, LLC in Southfield, Michigan.

Manager of New Store Development: Bruce Brock

Mr. Brock joined Hungry Howie's in 2005 as a franchise consultant. In 2007, he became Manager of New Store Development.

Franchise Development Coordinator: Elizabeth M. Reifert

Ms. Reifert joined Hungry Howie's in May of 2011 as Franchise Development Coordinator. Ms. Reifert worked as an intern at the Michigan State Appellate Defender Office in Detroit, Michigan from May of 2010 until August of 2010, and as an intern at the Wayne County Misdemeanor Defender Office in Detroit, Michigan from May of 2009 until August of 2009.

Franchise Broker: Talal A. Kazbour

Since 1991, Mr. Kazbour has been a franchise broker for Florida. Mr. Kazbour has ownership interests in several Hungry Howie's franchises in the State of Florida and Alabama. Mr. Kazbour and Alabama Foods, Inc. ("AFI") fulfills certain obligations imposed on us under the Franchise Agreements in Alabama.

Item 3: Litigation

Prior Action

Hungry Howie's Pizza & Subs, Inc. V. David H. Vance, Kimlor, Inc., Eagle of Massillon, LLC, Eagle of A.U., LLC, Eagle of Green, LLC and Eagle of Barberton, LLC No. 2010 01 0060 (Summit County Ohio filed January 6, 2010).

Each defendant was a party to a Hungry Howie's franchise agreement which was terminated by Hungry Howie's. Hungry Howie's filed suit to enjoin defendants from selling pizza and/or submarine sandwiches in a specified geographic area; from disclosing trade secrets; from using the Hungry Howie's trademarks and service marks without authorization and for money damages. The Court issued a permanent injunction in favor of Hungry Howie's on September 2, 2010. All claims for money damages were dismissed without prejudice on March 9, 2011.

Other than this action, no litigation is required to be disclosed in this Item.

Item 4: Bankruptcy

No bankruptcy is required to be disclosed in this Item.

Item 5: Initial Fees

Franchise Fee

Except as noted below, the Franchise Fee is \$25,000.00 (the "Franchise Fee"). You pay the Franchise Fee to us in full when you sign the Franchise Agreement. No portion of the Franchise Fee is refundable under any circumstances.

Franchises which are owned or controlled by either Steven E. Jackson or James R. Hearn or their family members or estates may pay no Franchise Fee and may pay a reduced or no royalty fee. Franchises owned by Properties may pay no Franchise Fee and may pay a reduced or no royalty fee.

Franchise Fee for Additional Franchises

The Franchise Fee for Additional Franchises is currently \$15,000.00. The Franchise Fee for Additional Franchises is 40% less than the Franchise Fee regularly charged by us at the time you enter into a new Franchise Agreement. You pay the Franchise Fee for Additional Franchises to us in full when you sign the new Franchise Agreement. No portion of the Franchise Fee for Additional Franchises is refundable under any circumstances. You can only take advantage of this reduction in the Franchise Fee if the ownership structure for the Franchise is identical to that under the initial Franchise Agreement that you signed and there has not been a transfer of the Franchise Agreement. Also, you will be required to meet our standards for additional franchises and shall enter into a new Franchise Agreement which may be materially different than the initial Franchise Agreement you signed.

Franchise Fee for Veterans

Provided that you are a former member of the United States Armed Forces and have been "Honorably Discharged," you shall pay us the Franchise Fee for Veterans in lieu of the Franchise Fee. The approved Honorably Discharged veteran must have a 51% or greater Ownership Interest and be designated as the Owner Operator of the Restaurant. The Franchise Fee for Veterans is 50% of the Franchise Fee regularly charged by us at the time you enter into a new Franchise Agreement. Currently this fee is \$12,500.00. The Franchise Fee for Veterans

cannot be used in combination with the Franchise Fee for Additional Franchises. You pay the Franchise Fee for Veterans to us in full when you sign the Franchise Agreement. No portion of the Franchise Fee for Veterans is refundable under any circumstances.

Non-Traditional Restaurant Fee

Franchisees that enter into a Non-Traditional Addendum pay a Franchise Fee established by us on an individual basis. We did not collect any Non-Traditional Restaurant Fees in the past fiscal year. No portion of the Franchise Fee is refundable under any circumstances. Payment in full is required when the Franchise Agreement and the Non-Traditional Addendum are signed.

Multiple Unit Addendum (“MUA”) Fee

At the time you enter into a MUA you must pay us the full Franchise Fee for the first franchise and 50% of the Franchise Fee for each additional franchise. No portion of the Franchise Fee paid under a MUA is refundable under any circumstances. The MUA contains a schedule by which the Restaurants must be opened for business (the “Schedule”). The Schedule is negotiated by you and us before the MUA is signed. Ordinarily, the Schedule will not extend for more than 5 years after the MUA is signed.

Franchise Grand Opening Fee

The Franchise Grand Opening Fee is \$15,000.00. The Franchise Grand Opening Fee is spent on grand opening marketing when you open the Restaurant for business. You pay us the Franchise Grand Opening Fee on the date you furnish us with a fully executed copy of the lease for the Restaurant’s location. We will use the Franchise Grand Opening Fee to pay the costs of promoting the opening of the Restaurant. The Franchise Grand Opening Fee will be used by us in any manner which we in good faith deem proper and effective for that purpose. No portion of the Franchise Grand Opening Fee is refundable under any circumstances.

Other Initial Fees

Prior to opening the Restaurant for business, you must purchase an opening inventory of Products at a cost of between \$7,000.00 and \$10,000.00. If your Restaurant is located east of the Mississippi River, all of your opening inventory must be purchased from Distributing or another distributor designated by us which would most likely be Roma Foods. Distributing does not supply products west of the Mississippi River. If your Restaurant is located west of the Mississippi River, you must purchase your opening inventory from Roma Foods or another distributor designated by us.

Prior to opening the Restaurant, you must purchase from us a conveyor oven and hood system. We are an authorized distributor for the sale of the conveyor oven and hood system which you are required to install in the Restaurant. The cost of the conveyor oven and hood system will be between \$30,000.00 and \$40,000.00, depending on the number and size of the ovens and hood system required, installation charges and shipping/freight charges. You will be required to place a deposit of 50% of the total costs at the time you place an order with us. The balance must be paid prior to delivery and installation.

No amount paid to us, Distributing, Roma Foods or other distributor designated by us is refundable. No other fees or payments for goods or services are due from you to us or our affiliates before you open your business.

Item 6: Other Fees

Column 1 Type of Fee Note 1	Column 2 Amount	Column 3 Due Date	Column 4 Remarks
Royalty Fee	5% of Gross Sales but not less than \$250 per Reporting Period.	Payment Date after the Reporting Period.	Note 2
National Marketing Fee	1% of Gross Sales but not less than \$70 per Reporting Period.	Payment Date after the Reporting Period.	Note 2
Regional Marketing Fee	3% of Gross Sales but not less than \$300 per Reporting Period.	Payment Date after the Reporting Period.	Note 2
Local Marketing Fee	3% of Gross Sales but not less than \$300 per Reporting Period.	Payment Date after the Reporting Period.	Note 2
Administrative Fees	\$50 - \$500	10 days after written notice that fee has been assessed. Paid in accordance with the Manner of Payment.	Note 3
Alternate Architect Fee	\$2,500	10 days after written notice that fee has been assessed in accordance with the Manner of Payment.	Note 4
Attorney's Fees	Varies.	10 days after written notice that fee has been assessed in accordance with the Manner of Payment.	Note 5
Audit Invoice	Twice the underpayment plus the cost of the audit.	10 days after written notice that fee has been assessed in accordance with the Manner of Payment.	Note 6
Seminar Fee	\$250	10 days after written notice that fee has been assessed in accordance with the Manner of Payment.	Note 7
FI Late Fee	\$250 per Period or any fraction thereof until the Financial Information is provided.	10 days after written notice that fee has been assessed in accordance with the Manner of Payment.	Note 8
Insurance procurement fee	Cost of the insurance.	10 days after written notice that fee has been assessed in accordance with the Manner of Payment.	Note 9
Interest Fee	1.25% of the applicable outstanding amount due to us per Reporting Period or any fraction thereof.	10 days after written notice that fee has been assessed in accordance with the Manner of Payment.	Note 10
Late Fee	5% of the amount due.	10 days after written notice that fee has been assessed in accordance with the Manner of Payment.	Note 11
Manual Replacement Fee	\$500	10 days after written notice that fee has been assessed in accordance with the Manner of Payment.	Note 12

Column 1 Type of Fee Note 1	Column 2 Amount	Column 3 Due Date	Column 4 Remarks
NSF Fee	\$40, currently. The cost for checks returned "non-sufficient funds."	10 days after written notice that fee has been assessed in accordance with the Manner of Payment.	Note 13
Products	Varies.		Note 14
Re-Inspection Fee	\$2,500 plus our out-of-pocket expenses, which may vary.	10 days after written notice that this fee has been assessed in accordance with the Manner of Payment.	Note 15
Relocation Fee	\$7,500	At the time you request to relocate the Restaurant.	Note 16
Renewal Fee	\$1,000	When you execute the New Franchise Agreement.	Note 17
Re-Opening Marketing Fee	\$5,000	Note 18	Note 18
Securities Offering Review Fee	Reimbursement of our out-of-pocket costs and expenses	Note 19	Note 19
Termination as the Result of a Franchisee Default	Minimum Royalty Fee, National Marketing Fee and Regional Marketing Fee for each Reporting Period through the end of the term of the Franchise Agreement.	Within 60 days after the termination.	Note 20
Transfer Fee	\$1,000, \$3,000 or \$7,500 depending on circumstances.	At the time of a Transfer.	Note 21
Unauthorized Transfer Fee	\$25,000	10 days after we provide you written notice that this fee has been assessed in accordance with the Manner of Payment.	Note 22
Upgrade Oversight Fee	Varies based on 15% of the cost of furnishing and installing any or all of the Upgrades.	Note 23	Note 23

Note 1. Except when noted, all fees are: (i) payable to us; (ii) imposed and collected by us; (iii) non-refundable; and (iv) uniformly imposed.

All fees are payable in accordance with the Manner of Payment. "Manner of Payment" is defined as any EFT or ACH or any other manner of payment that Hungry Howie's may designate from time to time. You shall establish and maintain throughout the term of the Franchise Agreement an account into which you deposit all Gross Sales from the Restaurant. You will execute all documents and authorization deemed necessary by us or the financial institution(s) where you maintain such account permitting us to electronic funds transfer ("EFT") any payments due to us under the Franchise Agreement via Automated Clearing House ("ACH").

If any fee is based on Gross Sales or some other figure which you must report to us and you fail to report this figure in a timely fashion we shall have the power to EFT an estimate of the amount due us from such account. The transfer shall not in any way relieve you of the obligation to pay any amounts owing should the transferred funds be less than the actual amount owing by you or if sufficient funds are not available for transfer from said account. You will still be required to submit full and complete reports as required by us.

Note 2. "Gross Sales" shall mean all sales or revenue arising out of the Restaurant, including those: (i) from on-site and off-site sales; (ii) from fees and charges received for deliveries; (iii) from the value equal to redeemed gift cards, loyalty cards or other promotional or redemption programs; (iv) orders that originate in, at, or from the Restaurant, whether delivery or performance is made from the Restaurant or some other place; (v) that are made or originated by mail, telephone, internet or any other form of electronic commerce, or facsimile orders received or filled in, at or from the Restaurant; (vi) that are made or performed by means of mechanical or other vending devices at the Restaurant; (vii) which a person, in the normal and customary course of business, would credit or attribute to your operation of the Restaurant; or (viii) from sales made or revenue received from a kiosk. Gross Sales are calculated without reserve or deduction for your inability or failure to collect, any amounts owed to you.

"Payment Date" means a day designated by Hungry Howie's from time to time following the Reporting Period. The Payment Date is currently 10 days after the Reporting Period. The Reporting Period currently starts on Monday and ends on Sunday.

Note 3. "Administrative Fees" shall mean fees you must pay to us for certain acts or failure to act (collectively "Conduct"). A schedule containing a description of the Conduct with the corresponding fee will be published in the Manual. We may periodically revise or amend this schedule in our reasonable discretion. An Administrative Fee will be between \$50.00 and \$500.00 for each Conduct.

Note 4. "Alternate Architect" shall mean a licensed architect that you propose to us in place of the Designated Supplier for the preparation and completion of the Drawings. In the event we approve the use of the Alternate Architect, you shall pay the Alternate Architect Fee directly to the Designated Supplier for the review of the Drawings prepared by the Alternate Architect. No fee is paid directly to Hungry Howie's to secure approval of the Drawings.

Note 5. Should we incur attorney's fees, costs and expenses in order to enforce the terms and conditions of the Franchise Agreement, whether or not a legal action or arbitration action is instituted, if we prevail, you shall reimburse us for such reasonable attorney's fees, costs and expenses.

Note 6. Applicable if the Deficiency exceeds 2% of the amount of the Royalty Fees, National Marketing Fees, Regional Marketing Fees, or Local Marketing Fees as represented by you.

Note 7. Applicable if you fail to attend a required continuing training program.

Note 8. You shall pay to us the FI Late Fee from the date you were required to furnish us Financial Information or Financial Statements until you furnish such Financial Statements or Financial Information to us.

Note 9. If you fail to maintain the required insurance, we have the right to obtain insurance on your behalf.

Note 10. Royalty Fees, National Marketing Fees, Regional Marketing Fees, Local Marketing Fees and other fees payable by you to us are subject to the Interest Fee.

Note 11. Royalty Fees, National Marketing Fees, Regional Marketing Fees, and Local Marketing Fees are be subject to the Late Fee.

Note 12. If you fail to return any Manual to us.

Note 13. Charges that we incur as a result of the tender of a check, EFT or ACH that is returned or rejected for any reason whatsoever by a bank or financial institution.

Note 14. For Products purchased from Distributing.

Note 15. If the Restaurant does not conform to the Drawings and more than one onsite inspection is required, you shall pay us the Re-Inspection Fee for each additional on-site inspection.

Note 16. If you desire to relocate your Restaurant.

Note 17. You pay to us the Renewal Fee when you renew your Franchise Agreement by signing a new Franchise Agreement.

Note 18. If the Restaurant; (i) relocates; (ii) closes for any reason and re-opens; or (iii) a Transfer takes place.

Note 19. If you try to sell any securities which are subject any state or federal law governing the offer, sale or issuance of any such securities, you will have to obtain our prior approval. Prior to and during the our review we shall require you, from time to time, to pay us a sum of money that we shall reasonably deem sufficient to cover our out-of-pocket costs and expenses.

Note 20. In the event of the termination of the Franchise Agreement following your default, you shall pay to us as liquidated damages, within 60 days after termination, an amount equal to the minimum Royalty Fees, National Marketing Fees, and Regional Marketing Fees for each Reporting Period for the remainder of the term of the Franchise Agreement, as if the Franchise Agreement had not terminated following your default.

Note 21. "Transfer Fee" shall mean \$7,500.00 unless: (i) the Transferee is an existing Owner of another Hungry Howie's restaurant and has previously successfully completed the Initial Training Program in which case the Transfer Fee shall be \$3,000.00; or (ii) the Transferee is an existing Owner of the Restaurant and has completed the Initial Training Program in which case the Transfer Fee shall be \$1,000.00.

Note 22. In the event that you attempt a Transfer in violation of the Franchise Agreement, you shall pay to us the Unauthorized Transfer Fee.

Note 23. "Upgrade Oversight Fee" shall mean a fee equal to 15% of the cost of furnishing and installing any or all of the Upgrades. If you fail to meet the Upgrade Deadline, we may, at our option, engage Designated Suppliers, contractors, vendors or to make any or all of the Upgrades at the Restaurant and charge you the Upgrade Oversight Fee for coordinating and oversight of the Upgrades. Hungry Howie's may require you to periodically deposit amounts sufficient to fund the Upgrades in escrow with Hungry Howie's.

Item 7: Estimated Initial Investment

YOUR ESTIMATED INITIAL INVESTMENT

Type of Expenditure	Amount	Method of Payment	Due Date	To Whom Payment is to be Made
Franchise Fee	\$12,500 - \$25,000	Lump Sum	At signing of Franchise Agreement	Us
Franchise Grand Opening Fee	\$15,000	Lump Sum	On the date the Lease is signed	Paid to us for various media and direct mail
Real Estate	\$1,000 - \$4,000 per month	Note 1	Note 1	Note 1
Security Deposits	\$1,000 - \$4,000	Lump Sum	Prior to Opening	Note 1
Leasehold Improvements	\$60,000 - \$170,000 Note 2	Lump Sum	Prior to Opening	Contractors
Floor Plan Design	\$5,500 - \$8,500	Lump Sum	Prior to Opening	Designated Supplier -Licensed Architect
Equipment and Fixtures	\$98,000 - \$130,000 Note 3	Lump Sum	Prior to Opening	Us and Designated Supplier/Vendors
Point of Sale System	\$18,800 - \$24,000	Lump Sum	Prior to Opening	Designated Supplier/Vendor
Opening Inventory	\$7,000 - \$10,000	Lump Sum	Prior to Opening	Distributing or other Designated Supplier
Insurance	\$2,000 - \$3,000 Note 4	Lump Sum	Prior to Opening	Insurance companies Note 4
Security Deposits - Utilities	\$1,000 – \$2,000		Prior to Opening	
Signs	\$5,000 - \$13,000	Lump Sum	Prior to Opening	Contractors
Travel and Living Expenses During Training	\$1,200 - \$4,000	As Incurred	Prior to Opening	Motels, restaurants, etc.
Additional Funds - 3 Months	\$0 - \$20,000 Note 5	As Incurred	As Incurred	Employees, vendors, landlord, utilities
TOTAL Notes 6, 7 & 8	\$228,000 – \$432,500			

Note 1. You must secure suitable real estate for your Restaurant. Typical locations for Restaurants are between 1,200 and 1,600 square feet. Ordinarily, the real estate is leased. The amounts indicated assume that the real estate is leased and reflect a typical range of monthly rentals. The amount of your rent is dependent upon such factors as size, condition and location. Neither Hungry Howie's nor its affiliates will lease real estate to you. The amount of rent, the time at which the rent is due and to whom the rent must be paid is subject to

negotiation by you and the landlord. Security deposits are payable to landlords and utility companies. This estimate contemplates a security deposit equal to one month's rent. You may be required to pay a larger security deposit. The space and monthly rent for a Non-Traditional Restaurant will be dependent upon the venue in which the Non-Traditional Restaurant is located and varies significantly.

Note 2. The amount of leasehold improvements is before any landlord-provided tenant improvements or allowances.

Note 3. The amount shown is for the purchase of equipment and fixtures for a Restaurant. Equipment and fixtures for a Non-Traditional Restaurants will vary depending on space and menu limitations, but are generally less than a Restaurant. If you lease these items, your initial investment will be less than the amount shown but there will be a monthly lease payment.

Prior to opening the Restaurant, you must purchase from us a conveyor oven and hood system. We are an authorized distributor for the sale of the conveyor oven and hood system which you are required to install in the Restaurant. The cost of the conveyor oven and hood system will be between \$30,000.00 and \$40,000.00, depending on the number and size of the ovens and hood system required, installation charges and shipping/freight charges. You will be required to place a deposit of 50% of the total costs at the time you place an order with us. The balance must be paid prior to delivery and installation.

Note 4. The amount shown includes an initial deposit and the first required insurance payment. Your initial payment may vary depending on the period of time your insurance policy covers and the amount of time over which it is paid. You must maintain the following insurance coverage: workers' compensation and occupational disease; general liability, including products liability with a limit of not less than \$1,000,000.00 per occurrence; non-owned and hired auto liability with the highest attainable limit available in the state in which your Restaurant is located; business interruption insurance; and business property insurance. We may require you to purchase other types of insurance and we may require you to increase coverage limits.

Note 5. This estimates your initial start-up expenses, including payroll costs. These estimates are for owner operated Restaurants and no owner's draw or salary is included in the estimate. These figures are our estimates and we cannot guaranty that you will not have additional expenses starting your business. Your costs will depend upon such factors as the extent to which you follow our methods and procedures; your management skill, experience and business acumen; local economic conditions; the local market for the our product; the prevailing wage rate; competition; the sales level reached during the initial period; and occupancy costs for your Restaurant.

Note 6. We have relied on our experience in the business we offer to complete these estimates. You should review these figures carefully with a business advisor before making any decision to purchase the franchise.

Note 7. We do not offer direct financing to franchisees for any items. Upon request, we will provide you with a list of lenders or persons that may be of assistance to you in securing financing.

Note 8. The expenditures are non-refundable unless otherwise provided in your agreement with the third party providing the goods and/or services.

Item 8: Restrictions on Sources of Products and Services

You must purchase all of your Products from Distributing or a “Designated Supplier.” “Designated Supplier” shall mean a supplier, distributor, or vendor designated by us from time to time, in our sole discretion. You may only use the Products at your Restaurant and you are prohibited from re-selling, transferring or sharing the Products with any other person. You must purchase all equipment, supplies and materials, uniforms, signage, menu boards, printed materials, posters and menus only from us or from a Designated Supplier. You are required to promptly and fully pay any Designated Supplier.

Steven E. Jackson and the estate of James R. Hearn own an interest in Distributing. Hungry Howie’s is not a Designated Supplier of the Products but is a Designated Supplier for conveyor ovens and hood systems and may in the future be a designated supplier of equipment used in the Restaurant. Distributing does not supply Products west of the Mississippi River. States west of the Mississippi River are served by Roma Foods or other Designated Suppliers designated by us. Designated Suppliers are selected based on their ability to supply you with the same Products as Distributing on a regularly scheduled basis. We retain the right to substitute, add/or delete Designated Suppliers at any time in our discretion. Distributing does not supply packaged beverages and postmix products (collectively “Beverages”). All Beverages must be purchased from a beverage supplier we designate. Only those Beverages approved by us may be sold by you.

You must purchase your conveyor ovens and hood system only from us or from a vendor designated by us.

The revenue of Distributing for the calendar year 2013 was \$86,716,103. Of that amount, sales to Hungry Howie’s franchisees were \$86,280,255 or 99.5% of the total. Distributing derived income from sales to Hungry Howie’s franchisees for the calendar year 2013. The amount of income was the difference between the revenue from such sales and the cost of goods sold and operating expenses of Distributing attributable to such sales.

Our revenue for calendar year 2013 from the sale of conveyor ovens and hood systems was \$324,409. Our total revenue for 2013 was \$8,983,135. Revenue from the sale of conveyor ovens and hood systems in 2013 was less than 3.6% of our revenue. The amount of income was the difference between revenue from such sales and the cost of the conveyor ovens and hood systems and operating expenses attributable to such sales.

Distributing will derive revenue from the sale of the Products to you. The cost of your opening inventory from Distributing or another designated distributor will represent between 1.6% and 4.4% of your total purchases and lease payments in connection with the establishment of your Restaurant. The purchase of Products from Distributing or another Designated Supplier will represent between 30% and 40% of your overall purchases of goods and services necessary to operate your Restaurant. The purchase of Products from Distributing or our designated distributors will represent between 95% and 100% of your overall purchases of such items.

We may derive revenue from Distributing with respect to any items purchased by you from Distributing which bear any of the Hungry Howie’s service marks or trademarks. We may derive revenue from Distributing with respect to any Products purchased by you from Distributing. However, there is no presently existing agreement which requires Distributing to pay any amount to us with respect to the purchase of such items by you.

Certain vendors pay us rebates based upon purchases by franchisees, Distributing and other Designated Suppliers. The rebates range between 2.68% and 14.83% of purchases. Certain vendors may designate rebates for a particular use.

We will require you to purchase certain integrated computer hardware or software designated by us. The designation may include the manufacturer or developer as well as the model number or other similar designation. Alternate suppliers will not be acceptable. We may derive revenue but we are not currently deriving revenue, based upon required purchases or leases of computer hardware or software.

We may assign an email address to you and require you to maintain the email address at your cost. You will not have the right to change the email address without our consent.

We will designate an accounting firm to prepare financial statements you are required to furnish to us. After the first full year of operations, you may suggest an alternate accounting firm ("Accounting Firm") for approval by us, which approval will not be unreasonably withheld. Any request must be in writing and must state your name and the name and address of the Accounting Firm. Within 30 days after your request, we will inform you if the Accounting Firm has been approved. We will conduct an investigation to determine if the Accounting Firm can competently complete our standard profit and loss statements. No fee is paid to us to secure approval. There is no procedure to revoke Accounting Firm approval. However, if an Accounting Firm is approved by us and subsequently we determine that such Accounting Firm is not performing competently and timely work, we will notify you in writing that you must change Accounting Firm within a reasonable period of time.

We will designate a licensed architect to prepare a floor plan and drawings for your Restaurant. You may suggest a licensed architect (the "Alternate Architect") for approval by us, which approval will not be unreasonably withheld. Any request must be in writing, must state your name and the name and address of the Alternate Architect. Within 30 business days after the request we will inform you if the Alternate has been approved. We will have an architect approved by us review the floor plan and drawings prepared by the Alternate. You must pay to our designated architect a fee of approximately \$2,500.00 for their review.

We require you to use a Designated Supplier to provide online ordering services to customers. We have Designated Suppliers for these services. Currently a portion of the monthly recurring fees for these programs are being subsidized by the National Ad Fund, although we have no plans to discontinue this in the future, we may do so. While we do not currently derive revenue from these services we may do so in the future.

We will require you to participate in gift cards, e-cards and loyalty card program or other similar redemption or reward programs. We will require you to purchase or lease the software, hardware, blank cards, and other items needed to sell and process gift cards and loyalty cards, as required by the Manual and from a Designated Supplier. We have Designated Suppliers for this program. You will be required to pay transaction fees of approximately 15 cents per transaction for each of these programs. The Manual will establish any and all rules, guidelines, standards, and specifications regarding your use, distribution, and redemption these customer programs. Currently a portion of the monthly recurring fees for these programs is being subsidized by the National Ad Fund, although we have no plans to discontinue this in the future, we may do so. While we do not currently derive revenue from these services we may do so in the future.

We will require you to participate in an online service monitoring program, a phone answering and messaging service, and a social media standards and monitoring program. We have

Designated Suppliers for this program. Currently a portion of the monthly recurring fees for these programs are being subsidized by the National Ad Fund, although we have no plans to discontinue this in the future, we may do so. While we do not currently derive revenue from these services we may do so in the future.

Credit and Debit Card Services

We may require you to use a Designated Supplier to provide credit and debit card services. We do not currently have a Designated Supplier for this service. While we do not currently derive revenue from these services we may do so in the future.

HOME

You must have computer equipment for access to the Howie's Online Management Exchange ("HOME"). In the future we may require you to purchase computer equipment designated by us so you can access HOME for training.

Insurance

We do not now but, in the future, may require franchisees to purchase casualty, liability, workers' compensation and occupational disease, non-owned auto, business interruption and similar insurance from an insurer or insurers designated by us. Currently insurance may be acquired from any insurance carrier approved by us. We do not currently have a Designated Supplier for this service. While we do not currently derive revenue on the purchase of such insurance we may do so in the future. The insurer may allow us to purchase insurance we cannot obtain unless substantially all franchisees acquire insurance from the same insurer.

Payroll Service

We may designate a firm to provide payroll services to you. You may suggest a firm to provide payroll services ("Payroll Provider") for approval by us, which approval will not be unreasonably withheld (Franchise Agreement, Paragraph 6.3). Any request must be in writing and must state your name and the name and address of the Payroll Provider. Within 30 days after your request, we will inform you if the Payroll Provider has been approved. We will conduct an investigation to determine if the Payroll Provider can competently perform the tasks necessary. No fee is paid to us to secure approval. There is no procedure to revoke Payroll Provider approvals. However, if a Payroll Provider is approved by us and subsequently we determine that such Payroll Provider is not performing competently and timely, we will notify you in writing that you must change Payroll Provider within a reasonable period of time.

Site Selection and Negotiation

We may require you to utilize the services of a Designated Supplier to assist in the site selection process or negotiations of the Lease. In the event that we require you to utilize such a Designated Supplier we shall notify you in writing of any associated fees that you must pay. We do not have a Designated Supplier for these services. While we do not currently derive revenue from these services, we may do so in the future.

Video Surveillance Systems

We may require you to purchase a certain video surveillance system designated by us which will allow us or a designated third party to view your Restaurant. We are currently testing video surveillance equipment to determine if it will reduce theft and improve product consistency. The

designation may include the manufacturer or supplier as well as the model number or other similar designation. Alternate suppliers will **not** be acceptable (Franchise Agreement, Paragraph 9, and Disclosure Document, Item 11). We may derive revenue but we are not currently deriving revenue, based upon required purchases or leases of video surveillance equipment. We may require you to use a Designated Supplier to provide such products and services.

Internet Services Provider

We may require you to utilize a Designated Supplier for internet service to the Restaurant, which may include secure voice and data lines, in accordance with the Manual. Alternate suppliers will not be acceptable (Franchise Agreement, Paragraph 9 and Disclosure Document, Item 11). We may derive revenue but we are not currently deriving revenue, based upon required purchases or leases from internet service providers.

PCI DSS Compliance

We may require you to utilize a Designated Supplier for payment card industry data security standards ("PCI DSS") compliance. Alternate suppliers will not be acceptable (Franchise Agreement, Paragraph 9 and Disclosure Document, Item 11). We may derive revenue but we are not currently deriving revenue, based upon required purchases or leases from PCI DSS compliance providers.

Changes in Technology

In order to provide for inevitable but unpredictable changes to technological needs and opportunities, Hungry Howie's has the right to establish, in writing, reasonable new standards to address new technologies and to implement those changes into the System. You shall abide by any new reasonable standards established by Hungry Howie's and you shall pay all reasonable fees associated with such new reasonable standards. We do not currently have a Designated Supplier for this service. While we do not currently derive revenue from these services we may do so in the future.

Changes are issued to franchisees by us through changes in the Manual.

You must purchase your Products and services under the specifications and standards in the Manual. Specifications and standards are issued to franchisees, Distributing and any other Designated Suppliers. The Products may be designated by a brand name.

Cooperatives

There are no purchasing or distribution cooperatives.

Negotiated Prices

We negotiate purchase arrangements with certain suppliers for the benefit of franchisees, including price terms and payment terms.

Material Benefits

We do not provide material benefits to a franchisee based on use of designated or approved suppliers.

Item 9: Franchisee's Obligations

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

Obligation	Paragraph in Franchise Agreement (FA)/MUA	Disclosure Document Item
a. Site selection and acquisition/lease	FA Paragraphs 3.1, 3.2, 3.3 and 3.4 MUA Paragraph 2	Items 1, 7, and 11
b. Pre-opening purchases/leases	FA Paragraph 3.6 MUA Paragraphs 1 and 2	Items 7 and 8
c. Site development and other pre-opening requirements	FA Paragraphs 3.5 and 3.6 MUA Paragraphs 1 and 2	Items 6, 7, and 11
d. Initial and ongoing training	FA Paragraphs 3.7 and 10.17	Item 11
e. Opening	FA Paragraph 3.8 MUA Paragraph 1	Item 11
f. Fees	FA Paragraphs 5 and 6 MUA Paragraph 3	Items 5 and 6
g. Compliance with standards and policies/operating manual	FA Paragraphs 10 and 15	
h. Trademarks and proprietary information	FA Paragraph 14	Items 13 and 14
i. Restrictions on products/services offered	FA Paragraph 8	Item 16
j. Warranty and customer service	FA Paragraph 10.9	Not Applicable
k. Territorial development and sales quotas	MUA Paragraph 1	Item 5
l. Ongoing products/service purchases	FA Paragraph 8	Item 8
m. Maintenance, appearance and remodeling requirements	FA Paragraphs 3.9 and 3.10	Not Applicable
n. Insurance	FA Paragraph 13	Items 6, 7, and 8
o. Advertising	FA Paragraph 12	Items 6, 7, and 11
p. Indemnification	FA Paragraph 13.11	
q. Owner's participation/management/staffing	FA Paragraphs 10.2 and 10.3	Items 11 and 15
r. Records and reports	FA Paragraphs 7 and 9	Item 6
s. Inspections/audits	FA Paragraphs 7.5 and 10.19	Items 6 and 11
t. Transfer	FA Paragraph 17 MUA Paragraph 8(e)	Item 17
u. Renewal	FA Paragraph 4.3	Item 17
v. Post-termination obligations	FA Paragraphs 16.2, 17 and 18.13	Item 17
w. Non-competition covenants	FA Paragraph 16	Item 17
x. Dispute resolution	FA Paragraphs 22 and 23	Item 17
y. Security Interest	FA Paragraph 19	Not Applicable

Obligation	Paragraph in Franchise Agreement (FA)/MUA	Disclosure Document Item
z. Other: Guarantee of Franchisee Obligations	FA Paragraph 19	

Item: 10 Financing

Neither we nor any of our affiliates offers direct or indirect financing. Neither we nor any of our affiliates will guaranty your note, lease or obligations.

Item 11: Franchisor’s Assistance, Advertising, Computer Systems and Training

Except as listed below, Hungry Howie’s is not required to provide you with any assistance.

Pre-Opening Assistance

Prior to the Restaurant opening for business Hungry Howie’s shall do all of the following:

(a) Designate the geographic area in which the Restaurant will be located (Franchise Agreement, Paragraph 3.1). We will also designate in a MUA the geographic area that all Restaurants must be located (Exhibit 1 to the MUA).

(b) Provide general advice, guidance and assistance on the selection of a location for the Restaurant (Franchise Agreement, Paragraph 3.1). The location shall be selected by you with our consent and approval. We shall expend such time and effort, and incur such expenses, as we believe to be reasonably necessary to evaluate the locations proposed by you for the Restaurant. You shall not share the premises occupying the Restaurant with any other business, nor shall you engage in co-branding without our prior written approval. We may require you to utilize the services of a Designated Supplier to assist in the site selection process (Franchise Agreement, Paragraph 3.2). We will approve or disapprove your site within 5 days after we receive notice of the proposed location. Numerous factors go into the approval or disapproval of a site that include, but are not limited to, population in the area, number of individuals per household, and density of retail shops in proximity of the site. If we do not approve a site within 1 year after the Effective Date, the Franchise Agreement shall automatically terminate without the need for any notice and Hungry Howie’s shall be entitled to keep the Franchise Fee paid by you.

(c) Provide you general advice, guidance and assistance on the negotiation of the Lease for the Restaurant (Franchise Agreement, Paragraph 3.3). We may require you to utilize the services of a Designated Supplier to assist in the negotiations of the Lease.

(d) Provide you general advice, guidance and assistance on developing and preparing the Drawings for the Restaurant (Franchise Agreement, Paragraph 3.5).

(e) Inspect the Restaurant to determine if it has been constructed in conformity to the approved Drawings and with the System (Franchise Agreement, Paragraph 3.6).

(f) Make available to you the Initial Training Program (Franchise Agreement, Paragraph 3.7).

(g) Designate the opening date of the Restaurant (Franchise Agreement, Paragraph 3.8). If the Restaurant is not open for business within 1 year, the Franchise Agreement may be terminated at our option by providing you written notice of our intention to terminate. We will provide you 60 days to open the Restaurant for business. If the Restaurant is not open for business within such 60 day period, no further notice will be required and Hungry Howie's shall be entitled to keep the Franchise Fee paid by you.

(h) Provide initial advertising and grand opening promotions (Franchise Agreement, Paragraph 12.11).

(i) Loan you 1 copy of the Manual (Franchise Agreement, Paragraph 15.1).

Post-Opening Assistance

After the Restaurant is opened for business and during the Term, Hungry Howie's shall do all of the following:

(a) Notify you in writing of the Upgrades that are required by us (Franchise Agreement, Paragraph 3.9).

(b) If you desire or are required to relocate the Restaurant, we will provide location selection assistance (Franchise Agreement, Paragraph 3.12 or 3.13).

(c) Not establish, operate, or franchise any other Hungry Howie's Unit within the Territory (Franchise Agreement, Paragraph 3.14).

(d) Make the Continuing Training Program available (Franchise Agreement, Paragraph 3.7).

(e) Provide the identity of any Designated Supplier (Franchise Agreement, Paragraph 8).

(f) Administer, implement, and provide approvals for the Marketing Funds and Marketing (Franchise Agreement, Paragraph 12).

(g) Cooperate with you to protect the System against the infringement of the Marks. Hungry Howie's shall defend you against any claim, demand or suit against you concerning the Marks (Franchise Agreement, Paragraph 14.5).

(h) Provide approval or consents for Transfer (Franchise Agreement, Paragraph 17.2).

Time to Open

You are typically expected to open your Restaurant three to nine months after you sign a Franchise Agreement. The factors that affect this time are the ability to obtain a lease, financing or building permits, zoning and local ordinances, weather conditions, shortages and delayed installation of equipment, fixtures and signs. We must approve your Restaurant before opening and we will designate the date you will open for business. One of our employees will perform an on-site inspection and visit your Restaurant to judge if it is ready to open. The employee will have the power to inform you of action you must take in order to open. In lieu of an on-site

inspection, we may require you to furnish photos and videos of your Restaurant. We will designate the date on which you shall open your Restaurant for business.

If the Restaurant is not open for business within 1 year, the Franchise Agreement may be terminated at our option by providing you written notice of our intention to terminate. We will provide you 60 days to open the Restaurant for business. If the Restaurant is not open for business within such 60 day period, no further notice will be required and Hungry Howie's shall be entitled to keep the Franchise Fee paid by you. You must meet all other requirements to open the Restaurant for business.

If the Restaurant is not open for business within 2 years after the Effective Date, the Franchise Agreement shall automatically terminate without the need for any notice and Hungry Howie's shall be entitled to keep the Franchise Fee paid by you.

Advertising

Based on your Gross Sales, you are required to pay a National Marketing Fee of 1%, a Regional Marketing Fee of 3% and a Local Marketing Fee of 3%. We are permitted to establish various funds to manage the fees that we collect from you ("Marketing Funds"). You shall contribute the National Marketing Fee, Regional Marketing Fee and Local Marketing Fee ("Marketing Fees") to the Marketing Funds that we establish. Under certain circumstances as described below, you may be exempt from contributing the Local Marketing Fee to the Marketing Funds (Franchise Agreement, Paragraph 12.8).

We may establish alternate methods of calculating or collecting any of the Marketing Fees. Alternative methods may include collecting a price differential from you on the price of certain products or services that are required to be purchased by you as part of the System. If an alternate method is used to calculate or collect the Marketing Fees, then on an annual basis we shall compare such amounts collected to the Marketing Funds. We may collect any deficiency from you or refund you any excess amount collected from you. You must pay any deficiency within 30 days after receipt of the invoice (Franchise Agreement, Paragraph 12.3).

Subject to certain limitations in the Franchise Agreement, we may administer, manage, operate, form, change, dissolve or merge any Marketing Funds at our sole discretion. We will decide how the Marketing Funds will be established, under what type of entity, and how the Marketing Funds will be structured and operate. Your contributions to any of the Marketing Funds may be combined with contributions made by other franchise owners to conduct Marketing. Currently, we receive monies from other franchisees that have similar but not identical provisions in their respective Franchise Agreements. We currently have funds established that are similar to the Marketing Funds described in the Franchise Agreement and that serve the same purpose as the Marketing Funds. We may use these funds in replacement of or in addition to the Marketing Funds at our sole discretion. You shall contribute to the Marketing Funds as we direct (Franchise Agreement, Paragraph 12.1).

We may expend or allocate up to 20% of the Marketing Funds on an annual basis for reasonable salaries, administrative costs and overhead, if any, as we may incur in connection with administration or operation of the Marketing Funds. This 20% does not include the cost of employing independent contractors or agencies to administer, create, distribute, place, publish or otherwise provide products or services to the Marketing Funds. The Marketing Funds may borrow money and pay interest or establish credit from Hungry Howie's or other entities. Payments of interest may be deducted from the Marketing Funds. We may receive money from the Marketing Funds for goods and services provided to Marketing Funds (Franchise Agreement, Paragraph 12.2).

In 2013, 84% of the revenue collected by Ad Fund was spent on radio, television, direct mail, social media, sponsorships, billboards and store grand openings. The remaining 16% represents the cost of production and administrative expenses.

In 2013, 49% of revenue collected by National Ad Fund was spent on a gift card program, customer satisfaction survey program, social media, sponsorships, online ordering, point of sale kits, online advertising, email and print. The remaining 51% represents the cost of production and administrative expenses.

Certain vendors may contribute money for advertising. There is no requirement or assurance that such vendors will continue to contribute money for advertising. Hungry Howie's may direct amounts contributed by vendors and designated for advertising to the Marketing Funds (Franchise Agreement, Paragraph 12.2).

Currently we have established and operate Hungry Howie's Advertising Fund, Inc. ("Ad Fund"), a Michigan not-for-profit corporation, and Hungry Howie's National Advertising Fund, Inc. ("National Ad Fund"), a Michigan not-for-profit corporation.

Restaurants owned by or under the control of the officers of Hungry Howie's and owned by Properties pay into the National Ad Fund and Ad Fund in the same manner as every other franchisee.

Radio, television, direct mail, newspapers and the Internet are all used to advertise our products. Advertising may be national, regional or local in scope.

We have an in-house marketing department and an advertising agency for creative development and execution.

For the expenditure of the Marketing Funds, we have no obligation to: (i) make expenditures which are equivalent or proportionate to your contributions; (ii) insure that the Restaurant benefits directly or pro rata from the placement of Marketing; or (iii) that any Marketing directly benefits the Restaurant (Franchise Agreement, Paragraph 12.2).

We may also establish a local advertising fund for the purpose of collecting your Local Marketing Fee. At our sole discretion and upon your written request, after your Restaurant has been open to the public for at least one year, we may grant you an exemption from contributing the Local Marketing Fee to the Local Marketing Fund. However, you must spend the Local Marketing Fee in accordance with a Local Marketing Plan. If you are granted an exemption, as provided above, 30 days prior to the beginning of each calendar quarter, you shall submit to us a Local Marketing Plan. Materials developed and methods of distribution, including media and vendors, proposed in your Local Marketing Plan, must be approved by us. The Local Marketing Plan shall be submitted to us in a manner and in such detail as prescribed by us from time to time in the Manual. We shall have 30 days after receipt of the Local Marketing Plan to object to all or a portion of the Local Marketing Plan. If we fail to object within 30 days, then you shall spend the Local Marketing Fee in accordance with the Local Marketing Plan which you submitted. Any failure to object to the Local Marketing Plan shall be deemed an approval by us, but shall not be considered a representation or guaranty of the effectiveness of the Local Marketing Plan. If we object to the Local Marketing Plan, you shall make changes as reasonably prescribed by us. Although we may have exempted you from contributing the Local Marketing Fee to the Local Marketing Fund, we may at our discretion revoke this exemption upon 30 days written notice to you. Also, although we may have approved your Local Marketing Plan in the past, this does not mean that the Local Marketing Plan is approved for any future time period.

If you have been exempted from contributing the Local Marketing Fee to the Local Marketing Fund, from time to time, we may Audit the expenditures and implementation of the Local Marketing Plan to determine if you are spending the full amount of the Local Marketing Fee and/or following the approved Local Marketing Plan. You shall maintain for inspection all agreements, bills, invoices, canceled checks and other records necessary to document the Local Marketing Fee and Local Marketing Plan.

We shall make a good faith effort to spend the Local Marketing Fee that we collect on your behalf in a manner that shall be calculated in our discretion to benefit the Restaurant. The expenditure of the Local Marketing Fee on your behalf, or any advice, guidance or assistance we may provide in the development of a Local Marketing Plan is not intended to express, warrant or imply: (i) a guarantee of the success of any Local Marketing Plan; (ii) a judgment as to the likelihood of success that you may achieve at the Restaurant; (iii) the desirability of a Local Marketing Plan compared to other Marketing that may have been conducted to benefit the Restaurant or that may be available; (iv) that we secured the most advantageous terms and conditions for the expenditure of any Local Marketing Fees; or (v) expended the Local Marketing Fee in the most advantageous manner to the Restaurant (Franchise Agreement, Paragraph 12.8).

All Marketing materials (including coupons) that you desire to use shall be either produced utilizing our visual asset library or subject to our prior written approval. If you wish to use Marketing materials not produced using our visual asset library or which have not been approved by us in writing, you must submit samples of proposed Marketing materials for our approval prior to their production, distribution or use. If we fail to object to any prospective Marketing materials within 10 days from the date we receive such Marketing materials, the Marketing materials submitted by you shall be deemed approved by us, but shall not be considered a representation or guaranty of the effectiveness of the Marketing materials submitted by you. We shall have the right to revoke any previous approval or object to the use of any Marketing materials by you at any time, even if we previously approved the use of such Marketing materials. You shall not be permitted to use or shall discontinue the use of such Marketing materials that we revoke or object to immediately after we provide you notice of such action in writing (Franchise Agreement, Paragraph 12.4).

You must obtain our prior written consent to use, register, maintain, or sponsor any Social Media (Franchise Agreement, Paragraph 12.13).

Currently the Ad Fund is used to administer regional advertising fees collected from franchisees. Ad Fund is organized on a membership basis. Each franchisee is a member. Each member has 1 vote for each Restaurant opened for business which is not delinquent in the payment of Royalties. Ad Fund is managed by 5 directors. The members elect 4 of the directors. The president of Hungry Howie's will always be a director. The directors have full decision making authority on behalf of Ad Fund and the only authority the members have is to elect and remove directors. The purpose of Ad Fund is to manage advertising, marketing and sales promotion programs. Hungry Howie's cannot dissolve Ad Fund. The power to dissolve Ad Fund is vested in the directors of Ad Fund. However, we may direct the Regional Marketing Fee to another entity in the future (Franchise Agreement, Paragraph 12.1).

In 2013 we established the National Ad Fund. The National Ad Fund is operated by appointed directors. The directors are selected by us and the franchisees have no voting power. The directors have full decision making authority over the National Ad Fund. The purpose of National Ad Fund is to manage contribution from franchisee made for national advertising (Franchise Agreement, Paragraph 12.1).

The National Ad Fund or Ad Fund will not make decisions regarding the expenditure of advertising funds in Florida.

We have the right, but not the obligation, to designate any geographical area for purposes of establishing regional or local cooperatives and to determine whether a cooperative is applicable to the Restaurant. If we establish a cooperative you must be a member and participate in the cooperative in accordance with the rules governing the cooperative that we may establish from time to time. We may direct that all or a portion of your Regional Advertising Fee or Local Advertising Fee be deposited into the cooperative. No additional payment will be required by you to fund the cooperative. Each cooperative will be organized for the purpose of administering Regional Marketing Funds and Local Marketing Funds and conducting Marketing for members of the cooperative. It is our intention to define cooperative areas and whether a cooperative is applicable to the Restaurant by DMA, but we reserve the right to define it in a different manner (Franchise Agreement, Paragraph 12.9). You are not currently required to participate in a local or regional advertising cooperative with respect to the money you are required to use for local advertising. No franchisee is currently required to participate in a local or regional advertising cooperative.

We have the discretion to form, change, dissolve or merge any marketing fund or cooperative (Franchise Agreement, Paragraphs 12.1 and 12.9). Unless specifically provided elsewhere, we shall have sole discretion over the creative concepts, materials, media, placement and allocation resources and funds used by the Marketing Funds for Marketing (Franchise Agreement, Paragraph 12.2).

We shall use good faith efforts to expend the monies in the Marketing Funds during the fiscal year in which the contributions are made. However, we may retain a reasonable reserve for future Marketing, repayment of debt and other reasonable business needs in the next fiscal year(s). Although the Marketing Funds are intended to be of perpetual duration, we retain the right to: (i) terminate or replace any of the Marketing Funds at any time; (ii) direct the monies in any of the Marketing Funds to another entity, provided that the monies are used for Marketing; (iii) terminate the Marketing Funds or name another designee to administer or operate the Marketing Funds; or (iv) change or alter the entity that administers the Marketing Funds. The Marketing Funds shall not be terminated unless, at our discretion, all funds in the Marketing Funds have been expended for Marketing, any unused portion of funds held by the Marketing Funds is transferred to another designee or the unused portion of funds held by the Marketing Funds is refunded to the then-existing franchisees on a pro rata basis based on their actual contributions (Franchise Agreement, Paragraph 12.2).

We are not required to provide audited financial statements for the Marketing Funds or any cooperatives that we establish. However, within 120 days after the end of each fiscal year, upon your request we will provide an annual financial statement indicating the general use and expenditure from the Marketing Funds for each fiscal year (Franchise Agreement, Paragraph 12.2). We will provide you with a copy of the Bylaws of Ad Fund upon request.

You will only receive an accounting of how advertising funds are raised and spent if you request the same from Ad Fund. Requests may be sent to Hungry Howie's Advertising Fund, at 30300 Stephenson Highway, Suite 200, Madison Heights, Michigan 48071.

Marketing Funds may be used for the sale of Hungry Howie's franchises, provided that such use is incidental. No portion of the Marketing Funds is used for advertising that is principally solicitation for the sale of franchises (Franchise Agreement, Paragraph 12.1).

Other than the amount paid by franchisees, Hungry Howie's is not required to spend any amount on advertising in the area where your Restaurant is located (Franchise Agreement, Paragraph 12.1).

There is no other advertising council comprised of franchisees that advises us on advertising policies.

Computer Requirements

You will purchase or lease and use, at your cost, integrated computer equipment and other equipment as may be described in the Manual, including a POS System. You will purchase equipment that comprises the POS System exclusively from a Designated Supplier, unless we permit otherwise in writing. The POS System shall be initially programmed and, from time to time, reprogrammed only by a Designated Supplier (Franchise Agreement, Paragraph 9.1).

We will require you to purchase and utilize an integrated computer system, including POS System, which will provide point of sale information, customer data base, files by zip code, and perform accounting, marketing, scheduling and inventory functions as specified by us (Franchise Agreement, Paragraph 9). We may designate the manufacturer, model number and other similar requirements. We may also require you to furnish certain data in hard copy, via an electronic file transfer and on disk or flash drive. We may designate the vendor from which you shall purchase hardware, software and technical support. Currently, a Revention 6 Station System is approved for use. We may approve other vendors in the future.

You must enter into service contracts as described in the Manual for maintenance, repairs, upgrades and updates. You must upgrade the system as designated by us. We may periodically require you to deposit funds in escrow with us sufficient to fund upgrades. We will have independent access to all information in your computer system.

The estimated cost of the computer system and any peripheral equipment is \$18,800.00 to \$24,000.00. The estimated annual cost of a service contract is \$1,320.00.

We may require you to purchase and utilize a video surveillance system which will allow us or a designated third party to view your Restaurant (Franchise Agreement, Paragraph 9). We may designate the manufacturer, model number and other similar requirements. We may also require you to enter into service contracts as described in the Manuals for the monitoring and maintenance of the video surveillance system.

We may require you to replace the POS System or other computer equipment, and/or software every 5 years (Franchise Agreement, Paragraph 3.9). You shall update or replace software used by the POS System as directed by us, which may be on a more frequent basis than every 5 years. You shall make, or at our direction, permit a Designated Supplier to make any programming changes required from time to time by us (Franchise Agreement, Paragraph 9.1).

We may require you to periodically deposit amounts sufficient to fund the replacement of the POS System or other computer equipment and/or software in escrow with Hungry Howie's. (Franchise Agreement, Paragraph 9.1).

You shall at your own expense subscribe to an online ordering service provider which will permit customers to place orders using the Internet or other electronic media. This may involve integration through the POS System, and may require you to obtain additional equipment or services. We may require you to use a Designated Supplier to provide such services (Franchise Agreement, Paragraph 9.2).

You shall, at your own expense, accept credit cards, debit cards, and similar payment devices specified by us that enable purchases to be made without the physical exchange of currency. The POS System shall include such equipment and software necessary to make the POS System capable of accepting such credit cards, debit cards, and similar redemption devices. You shall, at your own expense, subscribe to any related processing services designated by us. We may require you to use a Designated Supplier to provide such services (Franchise Agreement, Paragraph 9.3).

Hungry Howie's may require you to purchase and utilize a video surveillance system which will allow us, or a third party designated by us, to monitor activity at the Restaurant from a site selected by us. Hungry Howie's may designate the manufacturer, model number, and other requirements for the video surveillance system. Hungry Howie's may also require you to enter into service contracts as described in the Manual for the monitoring and maintenance of the video surveillance system. Hungry Howie's may require you to periodically deposit amounts sufficient to fund the replacement of the video surveillance system in escrow with us (Franchise Agreement, Paragraph 9.4).

We may require you to use a Designated Supplier for Internet service to the Restaurant which may include secure voice and data lines, in accordance with the Manual (Franchise Agreement, Paragraph 9.5).

Upon request, you shall furnish us with all information regarding the customer database of the Restaurant, whether maintained in hard copy or in the computer system or POS System of the Restaurant (Franchise Agreement, Paragraph 9.6).

You will give us free and unfettered access and the right to retrieve any data or information directly from the POS System as we deem necessary, desirable or appropriate. We may retrieve this data or information electronically and manually. Such data or information may include electronically polling the daily sales, menu mix, carry-out, delivery or online ordering mix and other data or information of the Restaurant (Franchise Agreement, Paragraph 9.7).

You will provide any assistance, equipment, software and programming required to bring and maintain the POS System and the Restaurant on-line with any computer system that we designate for the electronic transfer of data required by us via high speed internet connection or the fastest data exchanger available within the designated market. You shall pay the telephonic or other data transmission costs of such retrieval. We may also require you to furnish certain data in hard copy, via an electronic file transfer, on CD, or flash drive. While retrieving any data and information we shall take reasonable precautions to protect the security of your POS System. We may retrieve the any data and information at intervals and times we determine, and without any advance notice to you. All data and information provided to Hungry Howie's, whether electronically retrieved or otherwise received, will become Hungry Howie's property and may be used by us in any manner we consider appropriate (Franchise Agreement, Paragraph 9.7).

Hungry Howie's may require you, at your expense, to maintain a designated email address and to have computer equipment which will allow you to access to the communication system established by us (Franchise Agreement, Paragraph 9.8).

You shall acquire ongoing technical support, maintenance or service contracts and software upgrades, and updates as specified in the Manual for any computer, POS System or other software or hardware require by the Manual (Franchise Agreement, Paragraph 9.9).

You are required, at your own time and expense to continually meet the most current payment card industry data security standards (“PCI DSS”), and provide documented proof of compliance as outlined in the Manual. We may require you to use a Designated Supplier to provide such services (Franchise Agreement, Paragraph 9.10).

If required by us in connection with software for the POS System, you will enter into, and abide by, any software or similar licensing agreements with a Designated Supplier or any third-party software publisher or vendor (Franchise Agreement, Paragraph 9.11).

In order to provide for inevitable but unpredictable changes to technological needs and opportunities, Hungry Howie’s has the right to establish, in writing, reasonable new standards to address new technologies and to implement those changes into the System. You shall abide by any new reasonable standards established by Hungry Howie’s and you shall pay all reasonable fees associated with such new reasonable standards (Franchise Agreement, Paragraph 9.12).

Operating Manual

The Tables of Contents of the Manual are attached as Exhibit E. The Operations Manual contains 128 pages, the Construction Manual contains 276 pages and the Marketing Manual contains 88 pages.

Training Program

Prior to opening the Restaurant, you or the Owner Operator must complete our then-current Initial Training Program. If you are not an individual, the Initial Training Program must be successfully completed by the Owner Operator (Franchise Agreement, Paragraph 3.7).

The Initial Training Program will be conducted at location(s) and time(s) as designated by us. The Initial Training Program may contain classroom and/or on-the-job training at an operating Hungry Howie’s Unit selected by us. Other than the cost of the training instructor, instruction facilities and training materials, you will pay all expenses incurred by you, the Owner Operator or any of your employees attending the Initial Training Program, including wages, travel, meals and lodging. The training instructor may vary and/or change (Franchise Agreement, Paragraph 3.7).

You or the Owner Operator must satisfactorily complete all aspects of the Initial Training Program before receiving approval from us to open the Restaurant. At the end of each phase of the Initial Training Program, you or any Owner Operator may be required to demonstrate proficiency in the areas covered by each phase of the Initial Training Program. You must meet our then current requirements for attendance and punctuality. We may at our discretion, reduce, eliminate or increase the training period or classes of the Initial Training Program based on the extent to which you or the Owner Operator is able to exhibit skills or knowledge that meet our requirements (Franchise Agreement, Paragraph 3.7).

Hungry Howie’s may require a Manager to successfully complete all or portion of the Initial Training Program training. Furthermore, we may adopt a program by which Managers must be “certified” by Hungry Howie’s. The certification program may require successfully completing training, passing tests and a minimum amount of on the job experience. All Managers must be certified after Hungry Howie’s establishes the program. Hungry Howie’s does not currently have a certification program (Franchise Agreement, Paragraph 3.7).

The Initial Training Program may continue for a period of approximately 1-2 weeks after the Restaurant opens for business to the public. We may visit the Restaurant on a random basis as frequently as we feel it is necessary to insure that you and your employees are exhibiting the skills

and knowledge required to operate the Restaurant in accordance with the System (Franchise Agreement, Paragraph 3.7).

Hungry Howie's may periodically require your attendance or participation or the attendance or participation of the Owner Operator or Manager at a Continuing Training Program. Hungry Howie's shall provide you with reasonable prior notice of any mandatory Continuing Training Program. Continuing Training Programs will be at such locations and for such durations as we deem appropriate within the continental United States. Other than the cost of the training instructor, instruction facilities and training materials, you will pay all expenses incurred by you, the Owner Operator or any of your employees attending the Continuing Training Program, including wages, travel, meals and lodging. If you, the Owner Operator or Manager fail or neglect to attend or participate in a Continuing Training, you shall pay us the Seminar Fee (Franchise Agreement, Paragraph 3.7).

At our discretion we may make changes or modifications to the Initial Training Program or Continuing Training Program without notice to you. We make no representations or warranty that upon your completion of the Initial Training Program or any Continuing Training Program you will be adequately trained to operate the Restaurant or that you will be successful in the operation or any aspect of the Restaurant (Franchise Agreement, Paragraph 3.7).

Without our prior consent only you or the Owner Operator and a person you designate to become a Manager may attend the Initial Training Program or any Continuing Training Program (Franchise Agreement, Paragraph 3.7).

Hungry Howie's shall periodically meet or consult with you concerning the operations of the Restaurant. However, we shall have no obligation to meet or consult with you according to any schedule or any specified times, rate or frequency. You acknowledge that it would be impossible for us to meet and consult with each of our franchisees an identical number of times or for an identical amount of time, and that the extent of your meetings and consultation with us may be greater or less than other franchisees (Franchise Agreement, Paragraph 3.7).

Our training program is mandatory. You or the individual who will be involved in the conduct and operation of your Restaurant must successfully complete the training program to our satisfaction (Franchise Agreement, Paragraph 3.7).

We maintain a formal training staff. Training is provided under the direction of our Director of Training, who has been involved with operations of Hungry Howie's units for more than five years. Other employees of Hungry Howie's also participate in the training program.

The 4 week Initial Training Program is conducted approximately 8 times a year. Classroom training is conducted at our headquarters in Michigan. On the job training is conducted at restaurants located in the Metropolitan Detroit area which are operated by our franchisees.

Training is supervised by Alan Newman, who is the Director of Training. Mr. Newman has 36 years of experience in the pizza business and he has been employed by us for 19 years. Erick Harris, the franchise trainer, has 14 years of experience in the pizza business and he has been employed by us for 10 years. All instructors have a minimum of 5 years of experience managing, operating and training in a Hungry Howie's restaurant.

TRAINING PROGRAM

Subject	Hours of Classroom Training	Hours of On-The-Job Training	Location
Operational Procedures	7	44	Madison Heights, MI
Management Procedures, Positional Responsibilities	-0-	47.5	Madison Heights, MI
Operations, Laws that affect your business, tools and ideas to expand your business	35.5	-0-	Madison Heights, MI
Management, Opening and Closing Procedures	.5	50.5	Madison Heights, MI

Item 12: Territory

The general area in which the Restaurant will be located will be specified on Attachment A to the Franchise Agreement. The general area may be a city or an area bounded by streets or roads. You will select the specific location of your Restaurant within the area on Attachment A. The specific location must be approved by us. Our approval cannot be unreasonably withheld. We will not operate or grant franchises for a Hungry Howie's restaurant within the exclusive territory. The exclusive territory shall be within a one mile radius of your Restaurant (the "Territory") (Franchise Agreement, Paragraph 3.14).

Other Hungry Howie's franchisees may make deliveries into your Territory. You are not prohibited from delivering into the Territory of any other Hungry Howie's franchisee. There are no restrictions on you or any franchisee from soliciting or accepting orders from consumers in the Territory of any franchisee, including through the use of other channels of distribution, such as the Internet, telemarketing or other direct marketing. Hungry Howie's reserves the exclusive right to solicit and accept orders from consumers in and outside of your Territory through channels of distribution other than a Restaurant, including the use of other channels of distribution, such as the Internet, telemarketing or other direct marketing. You will not be permitted to offer delivery service to any customer located outside of your Territory if deliveries cannot be made within a reasonable period of time or if you are unable to maintain the quality of the product delivered in accordance with the System. You will compete with other Hungry Howie's restaurants which are now, or which may in the future be, located near or adjacent to the Territory (Franchise Agreement, Paragraph 3.14(a)). We will not pay you any compensation for soliciting or accepting orders in your Territory.

The Marketing Funds or any advertising cooperative shall be permitted to advertise multiple locations using the same or single media. This includes printed materials or Internet media on which more than one Hungry Howie's restaurant and the Restaurant, including telephone numbers and addresses, may be listed. Overlapping into the Territory may also occur during the conduct of direct mail, Internet, electronic or other mass media campaigns (Franchise Agreement, Paragraph 3.14(b)).

The location of a Non-Traditional Restaurant will be specified in the Non-Traditional Restaurant Addendum. The location must be approved by us. A Non-Traditional Restaurant does not have any territorial protection. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control (Franchise Agreement, Paragraph 2).

Under the MUA, all Restaurants must be located in the exclusive geographic area specified on Exhibit 1 to the MUA (the "MUA Territory"). The exclusive MUA Territory may be a city, all or part of a county, more than one county or an area designated by specified boundaries such as roads. While the MUA is in effect and the franchisee is not in default, we will not franchise or establish Restaurants in the exclusive MUA Territory. If the franchisee defaults under the MUA, we may franchise or establish Restaurants in the MUA Territory (MUA Paragraph 1). The continuation of the MUA Territory does not depend upon achieving a certain sales volume, market penetration, or other contingency.

You shall not relocate the Restaurant without our prior written consent and approval, which shall not be unreasonably withheld. If you desire to relocate your Restaurant you shall provide us with a proposed location along with such information regarding the proposed location as we may reasonably request. At the time you request to relocate the Restaurant, you shall pay the Relocation Fee to us. We will provide location selection assistance as described and subject the terms and conditions of the Franchise Agreement. Any proposed location is subject to completion of the Upgrades or our policy for relocation a Restaurant as provided in the Manual. You may also be subject to the Re-Inspection Fee (Franchise Agreement, Paragraphs 3.12 and 3.6).

Any failure to consent or approve a proposed location shall not be deemed unreasonable if: (i) we determine the proposed location is closer to another Hungry Howie's Restaurant (regardless of whether the proposed location is within the geographic area described on **Attachment A** of the Franchise Agreement or the Territory) than the current Restaurant; (ii) there exists a good faith determination that customers or sales from an existing or proposed Hungry Howie's Unit will be negatively impacted by the proposed location; or (iii) other criteria or factors that we would consider if the proposed location was the being proposed as a new Hungry Howie's Unit are not satisfied. In no case shall we be required to consent and approve a proposed location outside the geographic area described on **Attachment A** of the Franchise Agreement or within the Territory of another franchisee (Franchise Agreement, Paragraph 3.12).

We reserve the right to purchase, merge, acquire, be acquired by, or affiliate with any existing competitive business and, following such activity, without compensation to you, Hungry Howie's may operate or franchise those other businesses under any names or marks regardless of the location of those businesses which may be within the Territory. We reserve to ourselves, without compensation to you, the right to establish other franchise or company owned restaurants with similar or different products or services using different marks within the Territory. You waive and release any claims, demands, or damages arising from or relating to any of the above activities and shall not initiate or join in any legal action or proceeding or register a complaint with any governmental entity directly or indirectly contending otherwise (Franchise Agreement, Paragraph 3.14(d)).

Whether partially or wholly located within or outside of the Territory, we reserve the exclusive right to ourselves or to any other person or entity we may designate, without compensation to you, to use the Marks or to establish, operate, and franchise Non-Traditional Restaurants in the Territory (Franchise Agreement, Paragraph 3.14(e)).

Whether partially or wholly located within or outside of the Territory, we reserve the exclusive right to ourselves or to any other person or entity we may designate, without compensation to you, to solicit or accept orders from consumers, through channels of distribution other than a Hungry Howie's Unit, including use of the Internet, "on-line ordering", mobile applications, telemarketing or other direct marketing channels (Franchise Agreement, Paragraph 3.14(f)).

Whether partially or wholly located within or outside of the Territory, we reserve the exclusive right to ourselves or to any other person or entity we may designate, without compensation to you,

to directly or indirectly, sell and distribute, and license others to sell and distribute, prepackaged menu items under the Marks to retail outlets (*i.e.* supermarkets, grocery stores, markets, gourmet shops, convenience stores, and other similar retailers) and non-retail outlets (*i.e.*, warehouse clubs, pharmacies, drug stores, and other similar non-retailers) (Franchise Agreement, Paragraph 3.14(g)).

Whether partially or wholly located within or outside of the Territory, we reserve the exclusive right to ourselves or to any other person or entity we may designate, without compensation to you, the right to distribute or sell (including marketing and advertising) products bearing our Marks through non restaurant distribution channels (which may be the same or similar products or services sold by you), including the internet, mobile applications electronic mail, direct mail, supermarkets and grocery stores, discounters, convenience stores, vending machines (Franchise Agreement, Paragraph 3.14(h)).

Neither we nor our affiliates have established other franchises, company owned outlets or other channels of distribution selling Hungry Howie’s Menu Items or similar products under a different trademark. There is, however, nothing which prevents us or our affiliates from doing so.

You do not have the right to acquire additional franchises within your Territory unless you enter into an MUA.

The continuation of your Territory does not depend upon achieving a certain sales volume, market penetration, or other contingency.

There are no circumstances which would permit us to alter, modify or eliminate your Territory.

Item 13: Trademarks

The principal Hungry Howie’s commercial symbol which we will license to you appears on the cover of this disclosure document.

As used in this Disclosure Document and the Franchise Agreement, the term “Trademarks” or “Marks” includes all of our trade names, service marks, trademarks, logos and commercial symbols and also includes our copyrighted materials and other intellectual property. The principal Trademarks include those that you will use to identify your Restaurant.

The following is a description of the Trademarks which we will license to you:

Registration Number	Description of Mark	Principal or Supplemental Register of the United States Patent and Trademark Office	Registration Date
1,478,125	“Hungry Howie’s”	Principal	February 23, 1988
2,275,180	“Flavored Crust”	Principal	September 7, 1999
3,900,799	Design, consisting of a cartoon character of a smiling boy within a shaded circle	Principal	January 4, 2011
3,916,530	“Hungry Howie’s Flavored Crust Pizza” plus design	Principal	February 8, 2011
4124868	“Love, Hope & Pizza” plus design	Principal	April 10, 2012

Registration Number	Description of Mark	Principal or Supplemental Register of the United States Patent and Trademark Office	Registration Date
3342857	"Howie Bread"	Principal	November 27, 2007
3384162	"Howie Wings"	Principal	February 18, 2008
3416968	"Howie Meal"	Principal	April 29, 2008
3433959	"3 Cheeser Pepperoni Pleaser"	Principal	May 27, 2008
3421392	"3 Cheeser Howie Bread"	Principal	May 6, 2008
3564307	"Crustomizer" plus design	Principal	January 20, 2009
3564289	"What Crust Are You?"	Principal	January 20, 2009
1829700	"Wacky Wednesday"	Principal	April 5, 1994
3416963	"Party Pleaser"	Principal	April 29, 2008
4412092	"Dough Raiser"	Principal	October 1, 2013
3966126	"Howie Nowie"	Principal	May 24, 2011
86/139,514	"Howie Rolls"	Pending	December 10, 2013 (Application Date)
Application Serial Number			

We have filed all required Trademark registrations as the same have become due.

We have filed all required affidavits.

There are currently no effective material determinations of the United States Patent and Trademark Office, Trademark, Trial and Appeal Board, the trademark administrator of any state or any court, or any pending infringement, opposition or cancellation, or any pending material litigation involving our Trademarks.

We do not know of any infringing uses that could materially affect your use of the Trademarks.

No agreements significantly limit our right to use or license the use of the Trademarks.

We use several variations of the principal Trademarks described above. You will be informed of the particular Trademarks which you must use in connection with your Restaurant. The specific Trademarks which you are required to use is subject to periodic revision by us.

We have the right to acquire, adopt, develop or designate the use of the Trademarks.

Hungry Howie's and its licensees have the right to use the Marks. The Marks are licensed to you by us and you shall use the Marks only in the manner and to the extent specifically permitted by the Franchise Agreement. You do not acquire any ownership interest in the Marks as a result of the Franchise Agreement, as a result of its use of the Marks, or otherwise. We reserve the right to modify or discontinue use of any of the Marks or use one or more additional or substitute names or marks, if in our sole discretion it becomes advisable to do so. The System is identified by use of the Marks as currently designated, or as may be designated by us in the future.

During and after the Term you shall not directly or indirectly contest or aid in contesting the validity or ownership of the Marks.

You shall promptly notify us of any claim, demand or suit against us, based upon or arising from the use or attempted use of any of the Marks and or any variation of the Marks by any other person or entity.

We shall defend you against any claim, demand or suit against you concerning the Marks, provided you use the Marks in accordance with the terms and conditions of the Franchise Agreement. However, we shall have the exclusive right and sole discretion regarding actions to be taken to protect against infringement of the Marks, including but not limited to decisions whether to defend against or prosecute any lawsuits. We are not obligated to take affirmative action if notified of these uses or claims. We are not obligated to protect you against unfair competition arising out of your use of the Trademarks. We will control any proceeding or litigation.

In no event shall you use, cause to be used or attempt to use the words "HUNGRY HOWIE'S", "HUNGRY", "HOWIE'S", or the initials "H.H.", as part of or as your business name, or as an assumed name unless it is in the form that we shall prescribe from time to time, or as part of a domain name, homepage, electronic address or otherwise in connection with a website, without our express written authority. You may file an assumed name certificate in the state in which you do business that identifies the entity by store number. You shall not use the Marks in any public advertisements offering the Restaurant, the Restaurant Assets or any Ownership Interest for sale.

You shall not purchase or acquire any property or incur any obligation or indebtedness under the name of "HUNGRY HOWIE'S" or any name other than your personal or approved business name.

Any new concept, trademark, service mark, copyright, process, improvement, slogan, or recipe developed in the operation of the Restaurant will become our property and that we may utilize this information as we deem appropriate without compensation to you, including but not limited to disclosing it other franchisees, filing for any trademark or service mark, or copyright registration in our name alone. If you develop any new concept, trademark, service mark, copyright, process, improvement, slogan, or recipe in the operation of the Restaurant, you will promptly notify us and provide us with all reasonable documentation and information without compensation as we may require.

Item 14: Patents, Copyrights and Proprietary Information

We have no patents and no pending patent applications which are material to the franchise.

Our Manual was registered in the United States Copyright Office on December 21, 1987. The duration of the copyright is 75 years. The copyright registration number is TXU 307 853. We intend to renew this copyright. The Table of Contents of the Manual is attached as part of Exhibit E.

Our right to use the Manual is not materially limited by any agreement or known infringing use. You must tell us immediately if you learn about an infringement or challenge to our use of the Manual. We will take the action that we deem appropriate. You must also not contest our interest in the Manual.

There are no effective determinations of the United States Copyright Office or any court or any pending material litigation regarding our copyright or the Manual.

We have proprietary rights to the Manual. The Manual remains our property and is to be returned to us upon termination of the Franchise Agreement.

There are no agreements currently in effect which significantly limit our rights to use or license the use of the copyright for the Manual in a manner material to the franchise.

We have no obligation to protect your right to use the Manual nor does Hungry Howie's have any obligation to protect you against or prosecute claims on your behalf arising out of claims of infringement or unfair competition arising out of the use of the Manual by or third parties.

Hungry Howie's does not know of either superior prior rights or infringing uses that could materially affect your use of the Manual in any state.

Item 15: Obligation to Participate in the Actual Operation of the Franchise Business

The Owner Operator shall diligently devote his/her best efforts to the operation of the Restaurant. The Owner Operator shall be personally involved in the regular conduct, management and operation of the Restaurant on a frequent and ongoing basis. The Owner Operator shall not be changed without the prior written consent of Hungry Howie's. "Owner Operator" is an individual named and designated by you to be personally involved in the regular conduct, management and operation of the Restaurant on a frequent and ongoing basis. If you are a legal entity (such as a corporation, limited liability company or partnership) and not an individual, you shall designate a person as the Owner Operator who shall be an individual and who owns at least 15% or more of your voting common stock, partnership interest or membership interest. Such individual shall be designated as provided on **Attachment B** of the Franchise Agreement and must provide us with a contact email address and telephone for the Owner Operator.

"Manager" shall mean a person that you or the Management Company designate to have significant management responsibilities for the daily operations of the Restaurant and who has completed our Initial Training Program or other certification or training program acceptable to us in our sole discretion.

"Management Company" shall mean an individual or legal entity established for the purpose of providing services for the regular conduct, management and operation of the Restaurant or other Hungry Howie's Units in the System. The Management Company may appoint a Manager and do other things that the Owner Operator would do in order to be personally involved in the regular conduct, management and operation of the Restaurant on a frequent and ongoing basis.

"Multiple Unit Owner" shall mean the Owner Operator who commonly controls or owns two or more Hungry Howie's restaurants, by having a legal or equitable interest in the ownership (whether by written agreement, voting common stock, partnership interest or membership interest) in a manner that permits the Owner Operator to control the regular conduct, management and operation of such two or more Hungry Howie's restaurants.

The Owner Operator or a Manager shall be at the Restaurant when the Restaurant is opened and operating for business. If you are a Multiple Unit Owner, you must appoint a Manager. You or the Owner Operator may delegate the day to day operations of the Restaurant to a Management Company. However, such delegation of authority shall not in any way relieve you of any of your duties or obligations under this Agreement. Furthermore, you are solely responsible for controlling and monitoring the Management Company.

You may submit to us the name of a Management Company, along with any reasonable information that we may request with respect to the business experience, reputation or financial background of the Management Company in such a manner and in such detail as we prescribe from time to time, for approving a Management Company. We shall have 30 days after receipt of all requested information to object to the Management Company. If we fail to object within 30 days, then you shall be permitted to delegate the day to day operations of the Restaurant to the Management Company which you have submitted. Our failure to object to the Management Company which you submitted shall be deemed an approval by us, but shall not be considered a representation or guaranty of the effectiveness of the Management Company. If we object to the Management Company, you shall not be permitted to utilize the Management Company. Although we may have approved the Management Company in the past, this does not mean that the Management Company is approved for any future time period. Also, if we approve the Management Company for another franchisee we may, in our sole discretion, object to the use of the Management Company for you.

If the Owner Operator is not or will no longer be personally involved in the regular conduct, management and operation of the Restaurant on a frequent and ongoing basis for a period of more than 7 consecutive days, you shall notify us in writing within 7 days, and such notification shall include the name of another individual as the Owner Operator. If we do not approve, in writing, the replacement Owner Operator within 30 days after the date on which the Owner Operator is no longer personally involved in the conduct and operation of the Restaurant, the Franchise Agreement shall automatically terminate. If Hungry Howie's approves a replacement Owner Operator, that person must attend and successfully complete the next scheduled Initial Training Program described in Paragraph 3.7.

If a Manager ceases to be involved in the management of the Restaurant for a period of more than 7 consecutive days, you shall notify us in writing within 7 days. The notification shall include the name of a replacement manager and such person must attend and successfully complete the next scheduled Initial Training Program described in Paragraph 3.7.

The Owner Operator or Manager must be fluent in the English language and must be able to adequately communicate (oral and written) with customers, employees, representatives of relevant government agencies and others.

While you are a Hungry Howie's franchisee, you may not become involved in any business engaged in the sale of pizza ("Competing Business") or give access to Hungry Howie's proprietary information to anyone in competition with Hungry Howie's or who is about to enter into any activity competitive with Hungry Howie's.

If you are not an individual, each Owner must execute the Guaranty at the time the Franchise Agreement is signed. If there is a Transfer to a corporation, partnership or limited liability company, the individuals having an Ownership Interest in the Transferee must execute the Guaranty at the time the Transfer is consummated. Any individual who acquires an Ownership Interest in the franchisee after the Franchise Agreement is signed must execute the Guaranty at the time such Ownership Interest is acquired. Only Hungry Howie's may release a Guarantor from his/her obligations under the Guaranty.

No obligation is imposed under the MUA to personally participate in the operation of your Restaurant. Such obligation is contained in the Franchise Agreements which must be signed for each Restaurant under the MUA.

We recommend direct participation in the Restaurant.

Item 16: Restrictions on What the Franchisee May Sell

You must sell all Menu Items at the Restaurant. You are only permitted to sell Menu Items at the Restaurant. We may from time to time at our discretion revise Menu Items, including adding, deleting or altering the Menu Items or any recipe, ingredients, or method of preparation.

You shall only use the Packaging in the sale and dispensing of Menu Items. We may from time to time at our discretion revise the Packaging, including adding, deleting or altering the Packaging. "Packaging" shall mean only such containers, boxes, cartons, bags, napkins, spoons, forks, and knives as are permitted or required by the Hungry Howie's System.

You shall not purchase, utilize, dispense, or sell any Menu Item, Packaging or other product or service that does not conform to the System. All Menu Items sold by you shall be fresh and wholesome. You shall not sell or utilize any food or ingredient purchased at railroad or truck salvage or any other type of salvage or auction.

Menu Items and Packaging are designated in the Manual. The Manual can be changed by us at our discretion. There are no restrictions on our right to make changes to the Menu Items or the Packaging.

A Restaurant may not share its premises with any other business. You may not engage in co-branding.

There is no limitation upon the customers to whom you may sell Menu Items.

You will not be permitted to offer delivery service to any customer located outside of your Territory if deliveries cannot be made within a reasonable period of time or if you are unable to maintain the quality of the product delivered in accordance with the Hungry Howie's System.

Item 17: Renewal, Termination, Transfer and Dispute Resolution

THE FRANCHISE RELATIONSHIP

This table lists certain important provisions of the Franchise Agreement and related agreements. You should read these provisions in the agreements attached to this Disclosure Document.

Provision	Paragraph in Franchise Agreement	Summary
a. Length of the franchise term	Paragraph 4.1 Non-Traditional Addendum Paragraph 3	10 years. Established on an individual basis.

Provision	Paragraph in Franchise Agreement	Summary
b. Renewal or extension of the term	Paragraph 4.3 Non-Traditional Addendum Paragraph 3	If, among other things, you are in good standing, upon expiration of your original Franchise Agreement, you will have the right to review your franchise for one additional 10-year term by signing the then-current franchise agreement. This means that you may be asked to sign an agreement with terms and conditions that are materially different from those in your original Franchise Agreement. Established on an individual basis.
c. Requirements for franchisee to renew or extend	Paragraph 4.3	You must give us written notice between 6 and 12 months before the expiration of the initial term (the "Term"). You must not be in default of any agreement with us, a Designated Supplier, or our affiliates or subsidiaries through the expiration of the Term. You must not have, on 3 or more occasions during the Term, been sent written notice by us that you are in default. You must provide satisfactory proof that you have obtained an extension or renewal of the Lease for the duration of the renewal, or you obtain our consent and approval for relocation and relocate prior to expiration of the Term. You must obtain any licenses or approvals needed to operate the Restaurant from any governmental authority having jurisdiction over the Restaurant. If Upgrades are required and we inform you in writing of such Upgrades within 60 days after we receive the Renewal Notice and you inform us in writing that you agree to complete the Upgrades, you must complete the Upgrades at least 30 days prior to the expiration of the Term. You must execute a new Franchise Agreement. You must execute a general release of any and all past or current claims which you have against us or our affiliates, the respective shareholders, directors, officers, employees, and agents of each, including claims arising under federal, state, and local laws and regulations. You pay the Renewal Fee of \$1,000. You must not have committed a material breach during the initial term.

Provision	Paragraph in Franchise Agreement	Summary
d. Termination by franchisee	Paragraph 18.1	Not Applicable.
e. Termination by franchisor without cause	None	Not Applicable.
f. Termination by franchisor with cause	Paragraph 18	We can terminate only if there is a Franchisee Default.
g. "Cause" defined – curable defaults	Paragraphs 18.7, 18.8 and 18.9	Failure to pay Royalty Fees or any other amounts due; failure to continuously operate the Restaurant; failure to maintain insurance; unauthorized use of service marks or trademarks, operation under any name other than Hungry Howie's or Hungry Howie's Pizza; purchase, lease or use of unauthorized goods or services; purchase, lease or use of goods or services from unauthorized suppliers; failure to furnish financial statements; failure to pay any supplier or vendor; failure to comply with laws material to the operation of the Restaurant; entry of a judgment which is not satisfied or indemnified against; default under other agreements with Hungry Howie's.
h. "Cause" defined – non-curable defaults	Paragraph 18.6	Material misrepresentation in connection with the acquisition of the franchise; conduct that reflects materially and unfavorably upon the operation or reputation of Hungry Howie's; a conviction, guilty plea or plea of no contest to a felony, or other criminal offense relevant to the operation of the franchise; conduct related to the Restaurant that may constitute an imminent danger to public health or safety; dissolution, merger or reorganization; insolvency or the commencement of bankruptcy or state insolvency; assignment of assets for the benefit of creditors, or the appointment of a receiver, trustee or similar person; subsequent default that is substantially the same as a previously cured default; 3 or more defaults; use or disclosure of confidential or proprietary information; violation of in-term or post-term covenants; unauthorized sale, transfer or assignment of Restaurant assets or Ownership Interests.
i. Franchisee's obligation on termination/non-renewal	Paragraph 18.13	Obligations include complete de-identification and complete payment of amounts due (also see r, below).

Provision	Paragraph in Franchise Agreement	Summary
j. Assignment of contract by franchisor	Paragraph 17.7	We shall have right assign if the assignee shall expressly assume and agree to perform such our obligation under the Franchise Agreements, and shall become solely responsible for all of our obligations under the Franchise Agreement.
k. "Transfer" by franchisee - defined	Glossary and Paragraph 17	any sale, transfer or assignment of any restaurant assets or ownership interest.
l. Franchisor's approval of transfer by franchisee	Paragraph 17.2	We have the right to approve all transfers but approval will not be unreasonably withheld.
m. Conditions for franchisor's approval of transfer	Paragraph 17.2	New franchisee qualifies; appropriate forms, including transfer forms, are executed; all amounts due are paid before the transfer; taxes are paid; you execute a general release; you execute a subordination agreement; the transfer fee is paid; the new franchisee completes our training program; the Restaurant is updated; the re-grand opening marketing deposit is paid; you are compliant; new franchisee signs the then-current form of franchise agreement (also see r, below).
n. Franchisor's right of first refusal to acquire franchisee's business	Paragraph 17.1	We may match any offer for either your business or the ownership interest of any Owner of the Restaurant.
o. Franchisor's option to purchase franchisee's business	Paragraph 18.13	Upon termination or expiration of the Franchise Agreement, we have the option to acquire your business or the assets used in your business.
p. Death or disability of franchisee	Paragraphs 17.3, 10.2 and 10.3	Franchise must be assigned by estate to approved buyer within 180 days or the franchise automatically terminates. "Owner Operator" must be replaced within the time limits specified in Paragraph 10.3 of the Franchise Agreement or the franchise will automatically terminate in 30 days.
q. Non-competition covenants during the term of the franchise	Paragraph 16.1	No involvement in competing business.
r. Non-competition covenants after the franchise is terminated or expires	Paragraph 16.2	No competing business for 12 months within 5 miles of (i) the franchised location, or (ii) any Hungry Howie's franchise.
s. Modification of the agreement	Paragraphs 15.2 and 22.3	No modifications except as caused by change in law but the Manual is subject to change and policies or standards may be revised or established concerning any aspect of the system.

Provision	Paragraph in Franchise Agreement	Summary
t. Integration/merger clause	Paragraph 24.2	Only the terms of the Franchise Agreement are binding (subject to state law). The Franchise Agreement supersedes any prior agreements. Any representations or promises made outside of the Disclosure Document or Franchise Agreement may not be enforceable.
u. Dispute resolution by arbitration or mediation	Paragraphs 18.13 (g) and 23.5	Used to determine fair market value of your assets and all disputes and claims under the Franchise Agreement.
v. Choice of forum	Paragraphs 23.4 and 23.5	Michigan. Otherwise, alternative location if required by law, such as state in which Restaurant is located.
w. Choice of law	Paragraph 23.3	Michigan or federal if it has to do with trademarks or arbitration

Provision	Paragraph in MUA	Summary
a. Length of Agreement	Paragraph 1	Negotiated with us. The term of a MUA generally does not exceed 5 years.
b. Renewal or extension of the term	None	Not Applicable – See Franchise Agreement
c. Requirements for franchisee to renew or extend	None	Not Applicable – See Franchise Agreement
d. Termination by franchisee	None	Not Applicable – See Franchise Agreement
e. Termination by franchisor without cause	None	Not Applicable
f. Termination by franchisor with cause	Paragraph 6	Your failure to open a Restaurant by the deadline in Paragraph 1 or other default. Default also includes a default under any franchise agreement with respect to any franchise purchased under the MUA.
g. “Cause” defined – curable defaults	Paragraph 7	Your failure to open a Restaurant by the deadline in Paragraph 1.
h. “Cause” defined – non-curable defaults	None	Not Applicable – See Franchise Agreement
i. Franchisee’s obligation on termination/non-renewal	None	Not Applicable – See Franchise Agreement
j. Assignment of contract by franchisor	None	Not Applicable – See Franchise Agreement
k. “Transfer” by franchisee definition	Paragraph 8(c)	None of your rights may be transferred or assigned without our prior written consent .
l. Franchisor’s approval of transfer by franchisee	Paragraph 8(c)	None of your rights may be transferred or assigned without our prior written consent .

Provision	Paragraph in MUA	Summary
m. Conditions for franchisor's approval of transfer	Paragraph 8(c)	None of your rights may be transferred or assigned without our prior written consent.
n. Franchisor's right of first refusal to acquire your business	None	Not Applicable – See Franchise Agreement
o. Franchisor's option to purchase your business	None	Not Applicable– See Franchise Agreement
p. Death or disability of franchisee	None	Not Applicable– See Franchise Agreement
q. Non-competition covenants during the term of the franchise	Paragraph 5	If you are not in default, we will not sell a Hungry Howie's Restaurant franchise or open a Hungry Howie's Restaurant in the Exclusive Territory specified on in Paragraph 1 until you have purchased all Restaurants under the MUA.
r. Non-competition after the franchise is terminated or expires	None	Not Applicable– See Franchise Agreement
s. Modification of the agreement	None	Not Applicable– See Franchise Agreement
t. Integration/merger clause	None	Not Applicable– See Franchise Agreement
u. Dispute resolution by arbitration or mediation	None	Not Applicable– See Franchise Agreement
v. Choice of forum	None	See Franchise Agreement
w. Choice of law	None	See Franchise Agreement

See the State Addenda to this Disclosure Document attached as Exhibit A for special state disclosures.

Item 18: Public Figures

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

The financial performance representations below are based on the historic performance of a subset of existing Restaurants.

**Average Annual Gross Sales of JFS Restaurants for the 52 weeks ended
December 29, 2013**

Average Annual Gross Sales of JFS Restaurants for the Measuring Period	\$708,348.97
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Explanatory Notes:

Calculation: Only Restaurants owned by Jackson Food Service, Inc. (“JFS”) and that were open and reported sales during the entire 52 week period from December 30, 2012 to December 29, 2013 (the “JFS Restaurants”) are included in the calculation. There were 11 JFS Restaurants during the Measuring Period.

Five of the 11 Reporting Restaurants (or 45.45%) attained or surpassed average annual gross sales of \$708,348.97.

Measuring Period: The 52 weeks ended December 29, 2013.

Source of Information: Gross sales were calculated based on the royalty reports received for the Measuring Period for the 11 JFS Restaurants. The 11 JFS Restaurants include all Restaurants owned by JFS. JFS is owned and controlled by officer Steven E. Jackson. This disclosure is based on our experience of outlets during the reporting period. These outlets have reasonably similar operations as those being offered for sale. JFS Restaurants do not include Non-Traditional Restaurants. Of the 11 JFS Restaurants, all are located in Southeast Michigan. The total number of our Restaurants (excluding Florida) as of December 31, 2013 was 331.

**Average Weekly Gross Sales of Restaurants Opened from
December 27, 2009 through December 29, 2013**

Average Weekly Gross Sales of Restaurants Opened from December 27, 2009 through December 29, 2013	\$11,776.74
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Explanatory Notes:

Calculation: Thirty seven Restaurants opened from December 27, 2009 through December 29, 2013 (the “Measuring Period”). Gross Sales are divided by the number of weeks the Restaurants were opened after December 27, 2009.

Four of the 37 Restaurants which opened after December 27, 2009 closed before December 30, 2013.

Four of the 37 Restaurants which opened during the Measuring Period replaced Restaurants which had been opened for several years. The new Restaurants are located within 1.5 miles from the Restaurants which closed.

Fifteen of the 37 Restaurants (or 40.54%) attained or surpassed average weekly sales of \$11,776.74.

Source of Information: Gross Sales are based on royalty reports received from all 37 Restaurants during the Measuring Period. The 37 Restaurants are all Restaurants located in North Carolina, Alabama, Louisiana, Utah, Georgia, Mississippi, California, Michigan, Pennsylvania, Arizona, Tennessee, Oklahoma, South Carolina, Texas and Connecticut and do

not include any Non-Traditional Restaurants. The total number of our Restaurants (excluding Florida) as of December 31, 2013 was 331.

The 37 Restaurants represent all Restaurants opened in North Carolina, Alabama, Louisiana, Utah, Georgia, Mississippi, California, Michigan, Pennsylvania, Arizona, Tennessee, Oklahoma, South Carolina, Texas and Connecticut during the Measuring Period. Changes in our site selection process, and enhanced brand image resulting from refreshed restaurant design and an aggressive advertising program with a strong retail offering had a positive impact on the average weekly Gross Sales of the Restaurants which opened for business after December 27, 2009.

**Average Annual Gross Sales of Reporting Restaurants for the 52 weeks ended
December 29, 2013**

Average Annual Gross Sales of Reporting Restaurants for the Measuring Period	\$540,641.44
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Explanatory Notes:

Calculation: Only Restaurants that were open and reported sales during the entire 52 week period from December 30, 2012 to December 29, 2013 (the "Reporting Restaurants") are included in the calculation. There were 312 Reporting Restaurants during the Measuring Period.

131 of the 312 Reporting Restaurants (or 41.99%) attained or surpassed average annual gross sales of \$540,641.44.

Measuring Period: The 52 weeks ended December 29, 2013.

Source of Information: Gross sales were calculated based on the royalty reports received for the Measuring Period for 312 Reporting Restaurants, including those of Properties. Reporting Restaurants do not include Non-Traditional Restaurants. Of the 312 Reporting Restaurants, 185 are located in Michigan. The total number of our Restaurants (excluding Florida) as of December 31, 2013 was 331.

Average Gross Sales and Certain Cost Information for Sample Restaurants

Average Annual Gross Sales of Sample Restaurants for the Measuring Period	\$545,019.44
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Of the Sample Restaurants 102 (or 41.13%) attained or surpassed annual gross sales of \$545,019.44.

Costs	Percentage of Gross Sales of the Sample Restaurants
Food Cost	27.17%
Paper Cost	3.64%
Labor Cost (excluding amounts paid to Managers and/or Owners)	17.53%

Of the Sample Restaurants, 144 (or 58.06%) reported Food Cost percentages less than or equal to 27.17%.

Of the Sample Restaurants, 139 (or 56.05%) reported Paper Cost percentages less than or equal to 3.64%.

Of the Sample Restaurants, 125 (or 50.40%) reported Labor Cost percentages less than or equal to 17.53%.

Explanatory Notes:

Calculation: Percentages were calculated by aggregating the food cost, paper cost and labor cost, as the case may be, for the Measuring Period of the Sample Restaurants and dividing the same by the aggregate Gross Sales of the Sample Restaurants for the Measuring Period.

Measuring Period: The 52 week period ended December 29, 2013. The Sample Restaurants were open during the entire Measuring Period.

Sample Restaurants: The Sample Restaurants are 248 Restaurants (including those of Properties) located in strip malls or as free standing buildings within metropolitan and suburban areas. The Sample Restaurants are located in 14 states and do not include any Non-Traditional Restaurants. Of the Sample Restaurants 169 are located in Michigan. No Restaurants of Florida are Sample Restaurants.

Source of Information: Gross Sales and cost information was obtained from income statements received by us from the Sample Restaurants as of March 19, 2014 for the Measuring Period. We have not independently audited the income statements. Restaurants which did not submit income statements or whose income statements were incomplete or not properly prepared were excluded from the Sample Restaurants. The total number of our Restaurants (excluding Florida) as of December 31, 2013 was 331.

Food Cost: "Food Cost" means all food and beverages purchased to produce the Menu Items sold at the Sample Restaurants. The Menu Items sold at the Sample Restaurants are substantially the same.

Paper Costs: "Paper Cost" means all pizza boxes and other containers or packaging purchased for the Menu Items sold at the Sample Restaurants. Pizza boxes and other containers or packaging purchased for the Menu Items sold at the Sample Restaurants are substantially the same.

Labor Cost: "Labor Cost" means the actual labor cost of all production and delivery personnel in the Sample Restaurants, excluding any amounts paid to Managers and/or the Owners.

Gross Sales and costs are averages of specific Restaurants and should not be considered as the actual or potential Gross Sales or costs that will be realized by any franchisee. We do not represent that any franchisee can expect to attain these results. A new franchisee's financial results are likely to differ from the results stated.

The actual Gross Sales and costs of all Restaurants vary. The experience of our franchisees indicates that a variety of factors affect sales and certain costs, including, but not limited to: the economy; competition; accessibility and visibility of a location; the Owner Operator or Manager's business and restaurant experience, ability, business acumen and commitment to marketing the Restaurant; and adherence to System standards, policies and procedures.

Written substantiation regarding the financial performance representations in this Item 19 will be furnished to you upon request.

Other than the preceding financial performance representations, we do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records, of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Jennifer M. Jackson at 30300 Stephenson Highway, Suite 200, Madison Heights, Michigan 48071 (248) 414-3300, the Federal Trade Commission, and the appropriate state regulatory agencies.

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Item 20: Outlets and Franchisee Information

**TABLE NO. 1
SYSTEM WIDE OUTLET SUMMARY
FOR YEARS 2011 TO 2013**

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	2011	537	525	-12
	2012	525	530	5
	2013	530	525	-5
Company Owned*	2011	20	20	0
	2012	20	19	-1
	2013	19	19	0
Total Outlets	2011	557	545	-12
	2012	545	549	4
	2013	549	544	-5

*Designates outlets owned by Hungry Howie's Properties, Inc. Hungry Howie's Properties, Inc. is a wholly owned subsidiary of Hungry Howie's Distributing, Inc., which is an affiliate of Hungry Howie's Pizza & Subs, Inc.

**TABLE NO. 2
TRANSFERS OF OUTLETS FROM FRANCHISEES TO
NEW OWNERS OTHER THAN THE FRANCHISOR
FOR YEARS 2011 TO 2013**

Column 1 State	Column 2 Year	Column 3 Number of Transfers
Alabama	2011	1
	2012	3
	2013	0
Arizona	2011	18
	2012	0
	2013	0
California	2011	1
	2012	0
	2013	0
Delaware	2011	0
	2012	0
	2013	1
Florida	2011	16
	2012	5
	2013	4
Georgia	2011	0
	2012	1
	2013	0
Indiana	2011	0
	2012	3
	2013	3
Michigan	2011	5
	2012	5
	2013	5
Nevada	2011	0
	2012	1
	2013	0
North Carolina	2011	0
	2012	0
	2013	1
Ohio	2011	0
	2012	0
	2013	0
Oklahoma	2011	0
	2012	0
	2013	0
Texas	2011	0
	2012	1
	2013	0
TOTALS	2011	40
	2012	18
	2013	14

**TABLE NO. 3
STATUS OF FRANCHISE OUTLETS
FOR YEARS 2011 TO 2013**

STATE	YEAR	OUTLETS AT START OF YEAR	OUTLETS OPENED	TERMI- NATIONS	NON- RENEWALS	REACQUIRED BY FRANCHISOR	CEASED OPERATIONS OTHER REASONS	OUTLETS AT END OF THE YEAR
Alabama	2011	20	1	0	0	0	1	20
	2012	20	0	0	0	0	0	20
	2013	20	0	0	0	0	1	19
Arizona	2011	24	2	2	0	0	0	24
	2012	24	0	0	0	0	0	24
	2013	24	0	0	0	0	0	24
California	2011	17	0	1	0	0	0	16
	2012	16	1	2 ¹	0	0	1	14
	2013	14	0	0	0	0	1	13
Colorado	2011	0	0	0	0	0	0	0
	2012	0	0	0	0	0	0	0
	2013	0	0	0	0	0	0	0
Connecticut	2011	0	1	0	0	0	1	0
	2012	0	0	0	0	0	0	0
	2013	0	0	0	0	0	0	0
Delaware	2011	1	0	0	0	0	0	1
	2012	1	0	0	0	0	0	1
	2013	1	0	0	0	0	0	1
Florida	2011	203	7	0	0	0	7	203
	2012	203	9	0	0	0	2	210
	2013	210	7	0	0	0	3	214
Georgia	2011	8	1	0	0	0	1	8
	2012	8	0	0	0	0	0	8
	2013	8	1	0	0	0	2	7
Indiana	2011	12	0	2	0	0	0	10
	2012	10	0	0	0	0	0	10
	2013	10	0	0	0	0	0	10
Kentucky	2011	1	0	0	0	0	0	1
	2012	1	0	0	0	0	0	1
	2013	1	0	0	0	0	1	0
Louisiana	2011	3	1	0	0	0	0	4
	2012	4	0	0	0	0	1 ²	3
	2013	3	1	0	0	0	1	3
Maryland	2011	1	0	0	0	0	0	1
	2012	1	0	0	0	0	0	1
	2013	1	0	0	0	0	0	1

¹ California Store #00331 transferred on January 18, 2012. On December 30, 2012, the Store's Agreement was terminated. This termination was subsequently withdrawn.

² Louisiana Store #03803 was listed on the 12/31/2012 Exhibit "K" list of Non-Operational Franchisees. The Store's Franchise Agreement was terminated for failure to relocate within its trading area on May 17, 2013.

**TABLE NO. 3
STATUS OF FRANCHISE OUTLETS
FOR YEARS 2011 TO 2013**

Michigan	2011	182	1	4	1	0	1	177
	2012	177	3	1 ³	0	0	1	178
	2013	178	1	0	1	0	2	176
Mississippi	2011	2	0	0	0	0	0	2
	2012	2	1	0	0	0	0	3
	2013	3	1	0	0	0	1	3
Nevada	2011	1	0	0	0	0	0	1
	2012	1	0	0	0	0	0	1
	2013	1	0	0	0	0	0	1
North Carolina	2011	13	0	0	0	0	0	13
	2012	13	1	0	0	0	0	14
	2013	14	1	3	0	0	0	12
Ohio	2011	24	0	1	0	0	1	22
	2012	22	0	0	0	0	2	20
	2013	20	0	0	0	0	2	18
Oklahoma	2011	1	0	0	0	0	0	1
	2012	1	0	0	0	0	0	1
	2013	1	1	0	0	0	1	1
Oregon	2011	2	0	2	0	0	0	0
	2012	0	0	0	0	0	0	0
	2013	0	0	0	0	0	0	0
Pennsylvania	2011	4	0	0	0	0	0	4
	2012	4	0	0	0	0	0	4
	2013	4	0	0	0	0	0	4
South Carolina	2011	5	0	0	0	0	0	5
	2012	5	0	0	0	0	0	5
	2013	5	1	0	0	0	0	6
Tennessee	2011	2	0	0	0	0	0	2
	2012	2	0	0	0	0	0	2
	2013	2	1	0	0	0	0	3
Texas	2011	9	0	1	0	0	0	8
	2012	8	0	0	0	0	0	8
	2013	8	2	2	0	0	1	7
Utah	2011	2	1	0	0	0	0	3
	2012	3	0	0	0	0	0	3
	2013	3	0	0	0	0	0	3
Wisconsin	2011	0	0	0	0	0	0	0
	2012	0	0	0	0	0	0	0
	2013	0	0	0	0	0	0	0
TOTALS	2011	537	15	13	1	0	12	526
	2012	525	15	3	0	0	7	530
	2013	530	17	5	1	0	16	525

³ Michigan Store #00046 ceased operations in 2011 due to a fire and was listed on the 12/31/2011 Exhibit "K" list of Non-Operational Franchisees. The Store's Franchise Agreement was terminated on February 14, 2012 after it failed to reopen and was inadvertently included in the 2013 FDD as a termination.

**TABLE NO. 4
STATUS OF COMPANY-OWNED OUTLETS
FOR YEARS 2011 TO 2013**

Column 1 State	Column 2 Year	Column 3 Outlets at Start of Year	Column 4 Outlets Opened	Column 5 Outlets Reacquired From Franchisees	Column 6 Outlets Closed	Column 7 Outlets Sold to Franchisees	Column 8 Outlets at End of the Year
Michigan	2011	20	0	0	0	0	20
	2012	20	0	0	1	0	19
	2013	19	0	0	0	0	19
Totals	2011	20	0	0	0	0	20
	2012	20	0	0	1	0	19
	2013	19	0	0	0	0	19

**TABLE NO. 5
PROJECTED OPENINGS AS OF DECEMBER 31, 2014**

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 Current Fiscal Year
Alabama	0	1	0
Arizona	0	1	0
Arkansas	0	0	0
California	0	1	0
Colorado	0	0	0
Connecticut	0	0	0
Delaware	0	0	0
Florida	2	5	0
Georgia	1	2	0
Idaho	0	0	0
Illinois	0	0	0
Indiana	1	1	0
Kentucky	0	0	0
Louisiana	2	3	0
Maryland	0	0	0
Michigan	4	4	0
Mississippi	2	2	0
Nevada	1	1	0
New York	3	2	0
North Carolina	1	2	0
Ohio	0	1	0
Oklahoma	2	2	0
Oregon	0	0	0
Pennsylvania	0	1	0
South Carolina	1	2	0
Tennessee	1	1	0
Texas	1	2	0
Utah	1	1	0
Washington	0	0	0
West Virginia	0	0	0
Wisconsin	0	0	0
TOTAL	23	35	0

Exhibit K lists the names of all current franchisees and the addresses and telephone numbers of their outlets.

Exhibit L lists the name, city, state, and business telephone number or email address of each current franchisee who has signed a Franchise Agreement but who is not opened for business as of December 31, 2012.

Exhibit M lists the name, city and state, and current business telephone number or email address of every franchisee who had an outlet terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement during the twelve months ended December 31, 2012, or who has not communicated with Hungry Howie's within 10 of the issuance date of this Disclosure Document. If you purchase a franchise and later leave the franchise system, your contact information may be disclosed.

During the last three fiscal years, no current or former franchisees have signed confidentiality clauses that restrict them from discussing with you their experience as a franchisee in the franchise system. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

There are no trademark specific franchisee associations associated with the Hungry Howie's franchise system that Hungry Howie's has created, sponsored or endorsed. There are no trademark specific franchisee associations associated with the Hungry Howie's franchise system that are incorporated or otherwise organized under state law and that have asked us to be included in this Disclosure Document.

Item 21: Financial Statements

Attached to this disclosure document as Exhibit D are our audited financial statements for the fiscal years ended December 31, 2011, December 31, 2012 and December 31, 2013.

Item 22: Contracts

Copies of the Franchisor's current Franchise Agreement, Multiple Unit Agreement, Standard Lease Rider and General Release are attached as Exhibits F, G, H, and I respectively.

Item 23: Receipts

You will find copies of the detachable receipts in Exhibit N which are the last pages of this Disclosure Document.

Exhibit A:
State Addenda to Disclosure Document

The following paragraphs are added to Item 17 of the Disclosure Document:

CALIFORNIA

1. California Business and Professions Code Sections 20000 through 20043 provide rights to franchisees concerning termination or non-renewal of a franchise. If the Franchise Agreement contains a provision that is inconsistent with the law, the law will control.
2. The Franchise Agreement provides for termination upon insolvency. This provision might not be enforceable under federal bankruptcy law (11 U.S.C.A. Secs. 101 et seq.).
3. The Franchise Agreement contains a covenant not to compete that extends beyond the termination of the franchise. This provision might not be enforceable under California law.
4. The Franchise Agreement requires binding arbitration under Paragraph 18.5(g). The arbitration costs will be divided equally between you and Hungry Howie's. This provision may not be enforceable under California law.
5. The provision in the Franchise Agreement requiring the application of Michigan law may not be enforceable in California.

ILLINOIS

1. The conditions under which franchises in Illinois can be terminated and the rights of Illinois franchisees upon non-renewal may be affected by Illinois law, 815 ILCS 705/19 and 705/20.
2. The provision requiring a release as a condition to transfer summarized in Item 17(m) will not be applicable if it does not conform to the Illinois Franchise Disclosure Law.
3. The provision in the MUA requiring actions to be brought in Michigan is not enforceable in Illinois.
4. The provision requiring the application of Michigan law is not enforceable in Illinois.

INDIANA

1. The provision requiring a release as a condition to transfer summarized in Item 17(m) does not apply to franchises located in Indiana.
2. With respect to franchises governed by Indiana law, after a franchise is terminated or expires you may not compete for three years within one (1) mile of your Restaurant.
3. The provision in the MUA requiring actions to be brought in Michigan is not enforceable in Indiana.
4. The provision requiring the application of Michigan law is not enforceable in Indiana.

MARYLAND

1. The “Summary” sections of Items 17(c) and (m) of the Disclosure Document, captioned “Requirements for you to renew or extend” and “Conditions for our approval of transfer,” are amended by adding the following:
 - a. Any 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.
 - b. Any rights under the Franchise Agreement that allow us to terminate the franchise upon your filing for bankruptcy may not be enforceable under Federal bankruptcy law (11 U.S.C. Section 101 et seq.).
2. The “Summary” sections of Item 17(v) of the Disclosure Document, captioned “Choice of forum”, is amended by adding the following:
 - a. Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.
 - b. You may sue us in Maryland for claims under the Maryland Franchise Registration and Disclosure Law.

NEW YORK

1. The following paragraphs are added at the beginning of Item 3 of the Disclosure Document:

Neither we, any predecessor, any person identified in Item 2, or an affiliate offering franchises under our principal trademark has an administrative, criminal, or civil action pending against us, it, him, or her 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.

Neither we, any predecessor, any person identified in Item 2, or an affiliate offering franchises under our principal trademark has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the ten-year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or 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.

Neither we, any predecessor, any person identified in Item 2, or an affiliate offering franchises under our principal trademark is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a federal, State, or Canadian franchise, securities, antitrust, trade regulation, or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of

an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

2. The following paragraph is added at the beginning of Item 4 of the Disclosure Document:

Neither we nor any of our affiliates, predecessors, officers, or shareholders have, during the 10-year period immediately preceding the date of this Disclosure Document: (a) filed as debtor (or had filed against us, it, him, or her) a petition to start an action under the U.S. Bankruptcy Code; (b) obtained a discharge of our, its, his, or her debts under the U.S. 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 us, it, him, or her) a petition to start an action under the U.S. Bankruptcy Code or that obtained a discharge of our, its, his, or her 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.

3. The "Summary" section of Item 17(d) of the Disclosure Document, captioned "Termination by franchisee", is amended by adding the following:

You also may terminate the Franchise Agreement on any grounds available by law.

4. The "Summary" section of Item 17(j) of the Disclosure Document, captioned "Assignment of contract by franchisor", is amended by adding the following:

However, no assignment will be made except to an assignee who in good faith judgment of the franchisor, is willing and financially able to assume the franchisor's obligations under the Franchise Agreement.

5. The "Summary" section of Item 17(w) of the Disclosure Document, captioned "Choice of law", is amended by adding the following:

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.

MINNESOTA

1. With respect to franchises governed by Minnesota law, we will comply with Minn. Stat. Sec. 80C.14, Subds. 3, 4, and 5 which require, except in certain specified cases, that you will be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the franchise agreement.
2. Pursuant to Minn. Stat. §80C.21 and Minn. Rule Part 2860.4400J, these sections shall not in any way abrogate or reduce your rights as provided in Minnesota Statutes, Chapter 80C, including the right to submit matters to jurisdiction of the courts of Minnesota.
3. Any release as a condition of renewal and/or assignment/transfer will not apply to the extent prohibited by applicable law with respect to claims arising under Minn. Rule 2860.4400D.
4. Minnesota Rule Part 2860.4400J prohibits you from waiving your rights to a jury trial or waiving your 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.

NORTH DAKOTA

1. The Franchise Agreement contains an agreement not to compete. The enforceability of the agreement not to compete is subject to North Dakota Century Code, Section 9-08-06.
2. The provision in the Franchise Agreement requiring any action to be commenced in the state of Michigan may not be enforceable.
3. The provision in the Franchise Agreement requiring the franchisee to pay liquidated damages may not be enforceable.
4. The provision requiring the application of Michigan law may not be enforceable in North Dakota.
5. The provision requiring waiver of jury trial may not be enforceable in North Dakota.
6. The provision requiring the franchisee to sign a general release upon renewal of the Franchise Agreement may not be enforceable in North Dakota.
7. The provision requiring the franchisee to bring a claim within one (1) year is not enforceable. The statute of limitations under North Dakota law applies.
8. The provision that requires the franchisee to pay all costs and expenses incurred by the franchisor in enforcing the agreement may not be enforceable in North Dakota. The prevailing party in any enforcement action is entitled to recover all costs and expenses including attorney's fees.

RHODE ISLAND

1. Any provision in the Franchise Agreement restricting jurisdiction or venue to Michigan or requiring the application of Michigan law is void and unenforceable.
2. The provision requiring a release as a condition to transfer summarized in Item 17 (m) will not be applicable if it does not conform with the Rhode Island Franchise Investment Act.
3. The provision requiring the franchisee to bring any claims under the Franchise Agreement within one (1) year is not enforceable.

VIRGINIA

1. The provisions requiring "cause" summarized in Item 17(h) will not be applicable if it does not confirm the Virginia Retail Franchising Act. 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 the State of Virginia, that provision may not be enforceable.
2. Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to use undue influence to induce a franchisee to surrender any right given to him under the franchise. If any provision of the Franchise Agreement involves the use of undue

influence by the franchisor to induce the franchisee to surrender any rights given to him under the franchise, that provision may not be enforceable.

**Exhibit B:
State Administrators**

<p>California California Department of Corporations Securities Legislation Division One Sansome Street Suite 600 San Francisco, California 94104-4428 Telephone: (415) 972-8565</p>	<p>Connecticut Assistant Director Securities and Business Investment Division Connecticut Department of Banking 260 Constitution Plaza Hartford, Connecticut 06103-1800 Telephone: (860) 240-8233</p>
<p>Florida Regulatory Consultant Department of Agriculture and Consumer Services Division of Consumer Services P.O. Box 6700 Tallahassee, Florida 32314-6700 Telephone: (850) 488-2221</p>	<p>Hawaii Department of Commerce and Consumer Affairs Business Registration Division Commissioner of Securities P.O. Box 40 Honolulu, Hawaii 96810 Telephone: (808) 586-2744</p>
<p>Illinois Office of Attorney General Illinois Franchise Bureau 500 South Second Street Springfield, Illinois 62706 Telephone: (217) 782-4465</p>	<p>Indiana Chief Deputy Securities Commissioner Franchise Section Indiana Securities Division Secretary of State 302 West Washington Street, Room E-111 Indianapolis, Indiana 46204 Telephone: (317) 232-6681</p>
<p>Iowa Director of Regulated Industries Unit Iowa Securities Bureau 340 Maple Des Moines, Iowa 50319-0066 Telephone: (515) 281-4441</p>	<p>Maryland Franchise Examiner Maryland Division of Securities 200 Saint Paul Place – 20th Floor Baltimore, Maryland 21202 Telephone: (410) 576-6360</p>
<p>Michigan Michigan Attorney General's Office Consumer Protection Division Attn: Franchise Section 525 W. Ottawa Street Williams Building, 6th Floor Lansing, Michigan 48933 Telephone: (517) 373-7117</p>	<p>Minnesota Franchise Examiner Minnesota Department of Commerce Market Assurance Division 85 7th Place East, Suite 500 St. Paul, Minnesota 55101-2198 Telephone: (651) 296-6328</p>

<p>New York</p> <p>Barbara Lasoff, Principal Accountant New York State Department of Law 120 Broadway, 23rd Floor New York, New York 10271 Telephone: (212) 416-8211</p>	<p>North Dakota</p> <p>North Dakota Securities Department Franchise Division 600 East Boulevard, 5th Floor Bismarck, North Dakota 58505-0510 Telephone: (701) 328-4712</p>
<p>Oregon</p> <p>Department of Consumer and Business Services Division of Finance and Corporate Securities Labor and Industries Building Salem, Oregon 97310 Telephone: (503) 378-4140</p>	<p>Rhode Island</p> <p>Department of Business Regulation Franchise Section, Securities Division 1511 Pontiac Avenue John O. Pastore Complex Bldg. 69-1 Cranston, Rhode Island 02920-4407 Telephone: (401) 462-9527</p>
<p>South Dakota</p> <p>South Dakota Department of Labor and Regulation Division of Securities, Franchise Registration 445 East Capitol Avenue Pierre, South Dakota 57501-3185 Telephone: (605) 773-4823</p>	<p>Texas</p> <p>Statutory Document Section Secretary of State P.O. Box 12887 Austin Texas 78711</p> <p>Street Address: 1719 Brazos Austin, Texas 78701 Telephone: (512) 475-1769</p>
<p>Utah</p> <p>Director Division of Consumer Protection Utah Department of Commerce 160 East Three Hundred South SM Box 146704 Salt Lake City, Utah 84114-6704 Telephone: (801) 530-6601</p>	<p>Virginia</p> <p>Division of Securities and Retail Franchising Virginia State Corporation Commission 1300 East Main Street, 9th Floor Richmond, Virginia 23219 Telephone: (804) 371-9051</p>
<p>Washington</p> <p>State of Washington Department of Financial Institutions Division of Securities 150 Israel Road, SW Tumwater, Washington 98501 Telephone: (360) 902-8760</p>	<p>Wisconsin</p> <p>Franchise Administrator Division of Securities Department of Financial Institutions P.O. Box 1768 Madison, Wisconsin 53701 Telephone: (608) 266-8557</p>

Exhibit C:
Agents for Service of Process

<p>Alabama:</p> <p>The Corporation Company 2000 Interstate Park Drive Suite 204 Montgomery, Alabama 36109</p>	<p>Arizona:</p> <p>C T Corporation System 2394 East Camelback Road Phoenix, Arizona 85016</p>
<p>Arkansas:</p> <p>The Corporation Company 124 West Capitol Avenue, Suite 1900 Little Rock, Arkansas 72201</p>	<p>California:</p> <p>The Commissioner of Corporations 1515 K Street, Suite 200 Sacramento, California 95814-4052</p> <p>The Corporation Company 1232 Q Street Sacramento, California 95814</p>
<p>Colorado:</p> <p>The Corporation Company 1675 Broadway Suite #1200 Denver, Colorado 80202</p>	<p>Delaware:</p> <p>The Corporation Trust Company Corporation Trust Center 1209 Orange Street Wilmington, Delaware 19801</p>
<p>Georgia:</p> <p>Corporation Process Company 180 Cherokee Street, N.E. Marietta, Georgia 30060</p>	<p>Idaho:</p> <p>C T Corporation System 1111 West Jefferson, Suite 530 Boise, Idaho 83702</p>
<p>Illinois:</p> <p>Illinois Attorney General 500 South Second Street Springfield, IL 62706</p> <p>The Corporation Company 600 South Second Street Springfield, IL 62704</p>	<p>Indiana:</p> <p>Administrative Office of the Secretary of State 201 State House Indianapolis, IN 46204</p> <p>CT Corporation System 251 E. Ohio Street Suite 1100 Indianapolis, IN 46204</p>
<p>Iowa:</p> <p>C T Corporation System c/o C T Corporation System 2222 Grand Avenue Des Moines, Iowa 50312</p>	<p>Kansas:</p> <p>The Corporation Company, Inc. 515 South Kansas Avenue Topeka, Kansas 66603</p>

<p>Kentucky:</p> <p>C T Corporation System Kentucky Home Life Building Louisville, Kentucky 40202</p>	<p>Louisiana:</p> <p>C T Corporation System 5615 Corporate Blvd Suite 400B Baton Rouge, LA 70808</p>
<p>Maryland:</p> <p>The Corporation Trust Incorporated 300 East Lombard Street Baltimore, Maryland 21202</p> <p>Maryland Securities Commissioner 200 St. Paul Place Baltimore, MD 21202-2020</p>	<p>Michigan:</p> <p>Steven E. Jackson 30300 Stephenson Highway Suite 200 Madison Heights, MI 48071</p>
<p>Minnesota:</p> <p>Commissioner of Commerce 133 East Seventh Street St. Paul, Minnesota 55101</p> <p>C T Corporation System Inc. 100 South 5th Street, Suite 1075 Minneapolis, Minnesota 55402</p>	<p>Mississippi:</p> <p>C T Corporation System 645 Lakeland East Drive Suite 101 Flowood, Mississippi 39232</p>
<p>Nevada:</p> <p>The Corporation Trust Company of Nevada 311 S. Division Street Carson City, Nevada 89703</p>	<p>North Carolina:</p> <p>C T Corporation System 225 Hillsborough Street Raleigh, North Carolina 27603</p>
<p>North Dakota:</p> <p>C T Corporation System 314 East Thayer Avenue PO Box 400 Bismarck, North Dakota 58501</p>	<p>New York:</p> <p>New York Secretary of State 162 Washington Avenue Albany, New York 12231</p> <p>C T Corporation System 111 Eighth Avenue New York, New York 10011</p>
<p>Ohio:</p> <p>C T Corporation System 1300 East 9th Street Cleveland, Ohio 44114</p>	<p>Oklahoma:</p> <p>The Corporation Company 735 First National Building 120 North Robinson Oklahoma City, Oklahoma 73102</p>

<p>Oregon:</p> <p>C T Corporation System 388 State Street, Ste. 420 Salem, Oregon 97301</p>	<p>Pennsylvania:</p> <p>CT Corporation System 116 Pine Street Suite 320 Harrisburg, PA 17101</p>
<p>Rhode Island:</p> <p>C T Corporation System 10 Weybosset Street Providence, Rhode Island 02903</p>	<p>South Carolina:</p> <p>C T Corporation System 75 Beattie Place Greenville, South Carolina 29601</p>
<p>South Dakota:</p> <p>Director, Division of Securities SD Department of Labor and Regulation 445 East Capitol Avenue Pierre, South Dakota 57501-3185</p> <p>C T Corporation System 319 S. Coteau Street Pierre, South Dakota 57501</p>	<p>Tennessee:</p> <p>C T Corporation System 800 S. Gay Street, Suite 2021 Knoxville, Tennessee 37929</p>
<p>Texas:</p> <p>C T Corporation System 350 N. St. Paul Street Dallas, Texas 75201</p>	<p>Utah:</p> <p>C T Corporation System 136 East South Temple Suite 2100 Salt Lake City, UT 84111</p>
<p>Virginia:</p> <p>Clerk of the State Corporation Commission 1300 East Main Street, 1st Floor Richmond, Virginia 23219</p>	<p>Washington:</p> <p>Department of Financial Institutions Securities Division 210 11th Avenue SW Olympia, WA 98504</p> <p>C T Corporation System 1801 West Bay Drive, NW, Suite 206 Olympia, WA 98502</p>
<p>Wisconsin:</p> <p>Commissioner of Securities 101 East Wilson, 4th Floor Madison, WI 53703</p> <p>C T Corporation System 8040 Excelsior Drive Suite 200 Madison, Wisconsin 53717</p>	<p>West Virginia:</p> <p>C T Corporation System 707 Virginia Street East Charleston, West Virginia 25301</p>

Exhibit D:
Financial Statements

Hungry Howie's Pizza & Subs, Inc.

Financial Report
with Additional Information
December 31, 2013

Hungry Howie's Pizza & Subs, Inc.

Contents

Report Letter	1-2
Financial Statements	
Balance Sheet	3
Statement of Operations	4
Statement of Stockholders' Equity	5
Statement of Cash Flows	6
Notes to Financial Statements	7-11
Additional Information	12
Report Letter	13
Schedule of Operating Expenses	14



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Independent Auditor's Report

To the Board of Directors
Hungry Howie's Pizza & Subs, Inc.

We have audited the accompanying financial statements of Hungry Howie's Pizza & Subs, Inc. (the "Company"), which comprise the balance sheet as of December 31, 2013 and 2012 and the related statements of operations, stockholders' equity, and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

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

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

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



To the Board of Directors
Hungry Howie's Pizza & Subs, Inc.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Hungry Howie's Pizza & Subs, Inc. as of December 31, 2013 and 2012 and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Report on Prior Year Financial Statements and Reclassifications

The financial statements of Hungry Howie's Pizza & Subs, Inc. as of December 31, 2011 were audited by other auditors, whose report dated March 19, 2012 expressed an unqualified opinion on those financial statements, prior to the reclassifications described in Note 1.

As part of our audit of the 2012 financial statements, we also audited the adjustments described in Note 1 that were applied to make reclassifications to the 2011 financial statements. In our opinion, such adjustments are appropriate and have been properly applied. We were not engaged to audit, review, or apply any procedures to the 2011 financial statements of the Company other than with respect to the adjustments and, accordingly, we do not express an opinion or any other form of assurance on the 2011 financial statements as a whole.

Plante & Moran, PLLC

March 24, 2014

Hungry Howie's Pizza & Subs, Inc.

Balance Sheet

	December 31, 2013	December 31, 2012	December 31, 2011
Assets			
Current Assets			
Cash	\$ 1,807,976	\$ 2,720,062	\$ 2,582,470
Accounts receivable	1,002,727	928,025	568,597
Loans and notes receivable - Current portion	12,610	3,630	3,600
Prepaid expenses and other current assets	85,479	48,952	42,330
Total current assets	2,908,792	3,700,669	3,196,997
Property and Equipment - Net (Note 3)	777,960	456,519	346,171
Intangible Assets	2,251	2,501	2,751
Other Assets			
Loans and notes receivable - Noncurrent portion	9,928	7,107	10,738
Deposits	-	59,091	9,250
Total assets	<u>\$ 3,698,931</u>	<u>\$ 4,225,887</u>	<u>\$ 3,565,907</u>
Liabilities and Stockholders' Equity			
Current Liabilities			
Trade accounts payable	\$ 446,844	\$ 336,710	\$ 232,909
Capital lease obligation (Note 4)	47,968	-	-
Accrued and other current liabilities:			
Accrued compensation	358,414	312,883	149,332
Deferred franchise and transfer fees	392,500	533,500	419,000
Deferred vendor payments	170,000	212,500	255,000
Reimbursable promotional fees	346,829	314,586	306,081
Customer deposits	58,689	-	-
Other accrued liabilities	206,356	76,087	23,710
Total current liabilities	2,027,600	1,786,266	1,386,032
Capital Lease Obligation - Net of current portion (Note 4)	63,957	-	-
Stockholders' Equity	<u>1,607,374</u>	<u>2,439,621</u>	<u>2,179,875</u>
Total liabilities and stockholders' equity	<u>\$ 3,698,931</u>	<u>\$ 4,225,887</u>	<u>\$ 3,565,907</u>

See Notes to Financial Statements.

3

Hungry Howie's Pizza & Subs, Inc.

Statement of Operations

	Year Ended		
	December 31, 2013	December 31, 2012	December 31, 2011
Net Revenue			
Royalties and other revenue	\$ 8,339,226	\$ 8,443,814	\$ 7,421,963
Franchise fee revenue	319,500	135,500	248,000
Restaurant equipment sales	324,409	-	-
Total net revenue	8,983,135	8,579,314	7,669,963
Cost of Goods Sold - Restaurant equipment	288,341	-	-
Operating Expenses	7,291,250	6,783,158	6,405,258
Operating Income	1,403,544	1,796,156	1,264,705
Nonoperating Income			
Interest income	1,826	2,731	5,494
Sourcing fees	802,591	653,972	657,217
Other fees	1,133,703	1,041,320	1,142,571
Total nonoperating income	1,938,120	1,698,023	1,805,282
Net Income	\$ 3,341,664	\$ 3,494,179	\$ 3,069,987

See Notes to Financial Statements.

4

Hungry Howie's Pizza & Subs, Inc.

Statement of Stockholders' Equity

	Common Stock (Note 6)	Additional Paid-in Capital	Retained Earnings	Total
Balance - January 1, 2011	\$ 7,000	\$ 33,810	\$ 2,000,713	\$ 2,041,523
Net income	-	-	3,069,987	3,069,987
Stockholder distributions	-	-	(2,931,635)	(2,931,635)
Balance - December 31, 2011	7,000	33,810	2,139,065	2,179,875
Net income	-	-	3,494,179	3,494,179
Stockholder distributions	-	-	(3,234,433)	(3,234,433)
Balance - December 31, 2012	7,000	33,810	2,398,811	2,439,621
Net income	-	-	3,341,664	3,341,664
Stockholder distributions	-	-	(4,173,911)	(4,173,911)
Balance - December 31, 2013	<u>\$ 7,000</u>	<u>\$ 33,810</u>	<u>\$ 1,566,564</u>	<u>\$ 1,607,374</u>

See Notes to Financial Statements.

5

Hungry Howie's Pizza & Subs, Inc.

Statement of Cash Flows

	Year Ended		
	December 31, 2013	December 31, 2012	December 31, 2011
Cash Flows from Operating Activities			
Net income	\$ 3,341,664	\$ 3,494,179	\$ 3,069,987
Adjustments to reconcile net income to net cash from operating activities:			
Depreciation	211,147	163,011	161,944
Loss on disposal of property and equipment	17,472	-	-
Bad debt expense (recovery)	110,857	(17,410)	61,761
Amortization of intangible assets	250	250	250
Changes in operating assets and liabilities which (used) provided cash:			
Accounts receivable	(158,422)	(319,044)	(304,340)
Allowance for doubtful accounts	(55,857)	-	-
Prepaid expenses and other assets	(36,527)	(6,622)	(1,627)
Deposits	59,091	(49,841)	(9,250)
Accounts payable	110,134	103,801	4,096
Accrued and other liabilities	266,732	224,433	(93,272)
Deferred franchise fees and vendor payments	(183,500)	72,000	170,000
Net cash provided by operating activities	3,683,041	3,664,757	3,059,549
Cash Flows from Investing Activities			
Purchase of property and equipment	(406,023)	(273,359)	(179,780)
Payments on notes receivable	17,119	15,621	120,022
Issuance of notes receivable	(200)	(34,994)	-
Net cash used in investing activities	(389,104)	(292,732)	(59,758)
Cash Flows from Financing Activities			
Payments on capital lease obligation	(32,112)	-	-
Stockholder distributions	(4,173,911)	(3,234,433)	(2,931,635)
Net cash used in financing activities	(4,206,023)	(3,234,433)	(2,931,635)
Net (Decrease) Increase in Cash	(912,086)	137,592	68,156
Cash - Beginning of year	2,720,062	2,582,470	2,514,314
Cash - End of year	<u>\$ 1,807,976</u>	<u>\$ 2,720,062</u>	<u>\$ 2,582,470</u>

See Notes to Financial Statements.

6

Hungry Howie's Pizza & Subs, Inc.

Notes to Financial Statements December 31, 2013, 2012, and 2011

Note 1 - Nature of Business and Significant Accounting Policies

Hungry Howie's Pizza & Subs, Inc. (the "Company") is engaged in the franchising of restaurants in the United States. Under a licensing agreement with the Company, a related subfranchisor, H. H. Pizza, Inc. and the James R. Hearn Revocable Living Trust, its sole stockholder, have exclusive rights to sell franchises and collect royalties in the state of Florida. The Company is also engaged in the sale of restaurant equipment acting as distributor between the supplier and franchisees.

Trade Accounts Receivable - Accounts receivable are stated at net invoice amounts. An allowance for doubtful accounts is established based on a specific assessment of all invoices that remain unpaid following normal customer payment periods. In addition, a general valuation allowance is established for other accounts receivable based on historical loss experience. All amounts deemed to be uncollectible are charged against the allowance for doubtful accounts in the period that determination is made. The allowance for doubtful accounts on accounts receivable balances was \$115,000, \$31,300, and \$94,000 as of December 31, 2013, 2012, and 2011, respectively.

Property and Equipment - Property and equipment are recorded at cost. Both straight-line and accelerated methods are used for computing depreciation and amortization. Assets are depreciated over their estimated useful lives. Costs of maintenance and repairs are charged to expense when incurred.

Intangible Assets - Acquired intangible assets subject to amortization are stated at cost and are amortized using the straight-line method over the estimated useful lives of the assets. Intangible assets that are subject to amortization are reviewed for potential impairment whenever events or circumstances indicate that carrying amounts may not be recoverable. Assets not subject to amortization are tested for impairment at least annually.

Revenue Recognition - Income from the sale of franchises is recognized when substantially all material services or conditions relating to the initial sale have been performed or satisfied by the franchisor. The earliest time that franchise fee income is recognized is when the franchisee opens for business. Fees received pursuant to development agreements, which grant the right to develop franchised restaurants in future periods in specific geographic areas, are deferred and recognized on a pro-rata basis as the franchised restaurants subject to the development agreements begin operations. Franchise fees are nonrefundable. Franchise royalties, which are based on a percentage of franchise restaurants' sales, are recognized when earned in accordance with the franchise agreement. Funds received from vendors to support advertising costs of the Company are recognized as revenue when earned in accordance with the related contract. Restaurant equipment sales are recognized at the time of delivery to franchisees. Amounts received for equipment in advance of revenue recognition are recorded as customer deposits.

Hungry Howie's Pizza & Subs, Inc.

Notes to Financial Statements December 31, 2013, 2012, and 2011

Note 1 - Nature of Business and Significant Accounting Policies (Continued)

Advertising Expenses - Advertising expenses are charged to income during the year in which they are incurred. Advertising expense for the years ended December 31, 2013, 2012, and 2011 was \$874,776, \$691,220, and \$932,372, respectively.

Servicing Agreement - Under the terms of a servicing agreement, the Company administers the activities of the Hungry Howie's Regional and National Advertising Funds under the direction of the respective funds' boards. For the years ended December 31, 2013, 2012, and 2011, the Company incurred advertising costs totaling \$196,636, \$225,114, and \$79,450, respectively, which were billed to the funds and were outstanding as of the respective years ended December 31.

Other Fees - The Company includes the following amounts as nonoperating income from Other Fees in the statement of operations: fees charged to vendors that are used entirely for marketing and franchisee convention expense, fees charged to the Hungry Howie's Regional and National Advertising Funds under the Servicing Agreement described above, and late fees collected from Franchisees for noncompliance related to royalties and financial statements, per the franchise agreements.

Income Taxes - Pursuant to provisions of the Internal Revenue Code, the Company has elected to be taxed as an S Corporation. Generally, the income of an S Corporation is not subject to federal income tax at the corporate level, but rather the stockholders are required to include a pro-rata share of the corporation's taxable income or loss in their personal income tax returns, irrespective of whether dividends have been paid. Accordingly, no provision for federal income taxes has been made in the accompanying financial statements.

As of December 31, 2013, the Company's unrecognized tax benefits and expenses were not significant. The Company classifies interest and penalties associated with tax liabilities as interest expense and operating expenses, respectively, in the accompanying financial statements. There were no significant penalties or interest recognized as of or during the years ended December 31, 2013, 2012, or 2011. The Company files income tax returns in U.S. federal and various state jurisdictions. With few exceptions, the Company is no longer subject to U.S. federal or state income tax examinations by tax authorities for tax years before 2010.

Use of Estimates - The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates.

Hungry Howie's Pizza & Subs, Inc.

Notes to Financial Statements December 31, 2013, 2012, and 2011

Note 1 - Nature of Business and Significant Accounting Policies (Continued)

Shipping and Handling Costs - Shipping and handling costs are recorded as costs of sales as they are incurred.

Sales Tax - Sales tax collected and remitted to the state government is netted against revenue in the Company's statement of operations.

Subsequent Events - The financial statements and related disclosures include evaluation of events up through and including March 24, 2014, which is the date the financial statements were available to be issued.

Reclassification - Certain 2012 and 2011 amounts were reclassified in 2013 to appropriately reflect the nature of certain contractual agreements and show additional detail of nonoperating income. Specifically, for 2012, \$1,041,320 was reclassified from sourcing and other fees to be shown separately as other fees. For 2011, operating expenses and other fees were increased by \$1,042,516. In addition, accounts receivable and deferred revenue were increased by \$255,000 as of December 31, 2011.

Note 2 - Related Party Transactions

Following is a description of transactions between the Company and related parties:

Royalties - For the years ended December 31, 2013, 2012, and 2011, the Company recognized royalty income from a company related through common ownership totaling \$529,624, \$525,485, and \$101,613, respectively. As of December 31, 2013, 2012, and 2011, this related entity owed the Company \$21,866, \$20,870, and \$1,737, respectively, for outstanding royalty payments.

Expenses - The Company pays a company related through common ownership for providing training to Company franchisees. Training expenses paid to this affiliate for the years ended December 31, 2013, 2012, and 2011 were \$36,400, \$24,150, and \$37,400, respectively.

Lease Commitment - The Company conducts its operations from premises leased on a month-to-month basis from an entity related through common ownership. The month-to-month lease agreement requires the Company to pay \$102,000 per year for 2013, 2012, and 2011.

Hungry Howie's Pizza & Subs, Inc.

Notes to Financial Statements December 31, 2013, 2012, and 2011

Note 3 - Property and Equipment

Property and equipment are summarized as follows:

	2013	2012	2011	Depreciable Life - Years
Computer equipment	\$ 509,160	\$ 402,576	\$ 368,264	5-7
Furniture and fixtures	525,109	381,072	378,634	5-7
Software	908,717	627,778	391,169	3-5
Leasehold improvements	30,465	30,465	30,465	15-40
Total cost	1,973,451	1,441,891	1,168,532	
Accumulated depreciation	1,195,491	985,372	822,361	
Net property and equipment	\$ 777,960	\$ 456,519	\$ 346,171	

Depreciation expense was \$211,147, \$163,011, and \$161,944 in 2013, 2012, and 2011, respectively.

Note 4 - Capital Leases

During the year ended December 31, 2013, the Company acquired property under a capital lease consisting of furniture and fixtures with a gross cost of \$144,037. Accumulated depreciation on the property under the capital lease was \$20,577 at December 31, 2013. Depreciation expense on property under capital leases is included in the depreciation amount disclosed in Note 3.

The future minimum lease payments under capital leases are as follows:

Years Ending December 31	Amount
2014	\$ 47,968
2015	47,968
2016	15,989
Total	111,925
Less current obligations	47,968
Long-term obligations under capital leases	\$ 63,957

Note 5 - Retirement Plan

The Company maintains a defined contribution profit-sharing plan covering substantially all employees. The plan provides for the Company to make discretionary contributions.

Exhibit E:
Manuals

Operations Manual

	<u>Number of Pages</u>
WELCOME ABOARD	1
MISSION STATEMENT	1
CONTACTS	1
OUR HISTORY	1
COMPOSITE AND STRUCTURE	1
DOUGH PREPARATION	
CREATING QUALITY DOUGH	1
HOBART P-600/660	3
VERTICAL CUTTER/MIXER (VCM)	3
ROLLING THE DOUGH	1
PLACING DOUGH ON TRAYS	1/2
DETERMINING DOUGH FRESHNESS.....	1/2
DOUGH PROJECTION CHART	2
SHEET-OUTS	1
SHEETER STRETCHING	2
PROPER SHEETER CARE	1
HAND STRETCHING	1
BREAD SHEET-OUTS	1
SHEET-OUT (PAN) PROJECTION CHART	4
PRODUCT ASSEMBLY	
APPROVED MENU.....	1
PIZZA SPECIFICATIONS	1/3
DOCKING	1/3
SAUCE	1/3
CHEESE	1/2
FLAVORED CRUST	1/2
TOPPINGS	1
PROPER BAKING	1/2
CUTTING AND PACKAGING	1/2
PIZZA CHOICES	
CRUST	1
TOPPINGS	2
ORDER SEQUENCE	1/2
HOLDING TIME	1/2
SERVICE TIMES	1
CALZONE STYLE SUBS	1/5
PIZZA SUB	1/5
PIZZA SUB DELUXE	1/5
DELUXE ITALIAN	1/5
STEAK CHEESE & MUSHROOM	1/5
HAM & CHEESE	1/4
VEGETARIAN	1/4

TURKEY SUB	1/4
TURKEY CLUB SUB	1/4
FRESHLY MADE SALADS	4
ANTIPASTO	1
GREEK	1
CHEF	1
GARDEN:	1
BREAD AND SAUCE	2 1/2
HOWIE BREAD	1
THREE CHEESER BREAD	1/2
CINNAMON BREAD	1/2
CAJUN BREAD	1.2
CHICKEN PRODUCTS	1
HOWIE WINGS	1/2
CHICKEN TENDERS	1/2
CATERING PRODUCTS	
CATERING CERTIFICATION PROGRAM	1/4
PARTY TRAY PIZZA	1/4
PARTY SIZE SALAD	1/4
PARTY SIZE BREAD	1/4
PARTY SIZE WINGS	1/4
OFFSITE SALES.....	1
PREPARING AND STORING FOOD	1
PROPER DISHWASHING CARE.....	1/3
CLEANING PREPARATION AREAS	1/3
FOOD PREPARATION	1/3
THAWING FROZEN FOOD	1/2
CHECKING FOR SPOILED FOOD	1/2
LETTUCE	1/2
TOMATOES	1/2
PREP / BACK-UP CHART	1
RECEIVING A FOOD ORDER	1/3
PROPER STORAGE	
IMAGE	1
TEAM MEMBER IMAGE	1/2
UNIFORM POLICY	1
PERSONAL APPEARANCE	1/2
APPROPRIATE BEHAVIOR	1/2
GUIDELINES FOR ORDER TAKING	7
STORE IMAGE	1/2
STORE CLEANLINESS	1/2
HEALTH CODE REGULATIONS	1/2
DELIVERY IMAGE	2
SAFETY AND SECURITY	1
STORE SAFETY.....	1
SECURITY TIPS	1 1/3
DRIVER SAFETY	1/3
REQUIRED SAFETY MATERIALS.....	1/3
MANAGEMENT	1

OPENING PROCEDURES	1
CLOSING PROCEDURES	2
ON SHIFT DUTIES	1
NEW STORE OPENING	1
TEAM MEMBER DEVELOPMENT	1/2
RECRUITMENT	2
INTERVIEWING	3
EMPLOYEE RETENTION	1
TRAINING TECHNIQUES	1 1/2
PERFORMANCE EVALUATION	1/2
DISCIPLINARY ACTION	1/2
TERMINATION	1/2
LEADERSHIP	1/2
WHAT MAKES A LEADER	1
MANAGEMENT STYLES	5
CONTROLLING COSTS	1
ESTABLISHING LABOR GOALS	1
SCHEDULING	4
ESTABLISHING FOOD GOALS	1
DEVELOPING A BUILD-TO CHART	2
PAPER AND SUPPLIES	1/3
INVENTORY	1/3
BREAK-EVEN ANALYSIS	1 1/3
PAYMENT OF ROYALTIES AND MARKETING FUNDS	1
HOURS OF OPERATION	1
CUSTOMER SERVICE	1
BUILDING CUSTOMER LOYALTY	1
CUSTOMER COMPLAINTS	1
CUSTOMER FEEDBACK	1 2/3
SUCCESS	1/3
APPENDIX	1
HOWIE HIGHLIGHTS UPDATES	2
GLOSSARY	2
RECOMMENDED READING	1

Construction Manual

Number
of Pages

INTRODUCTION LETTER	1
120 DAY TIMELINE CHECKLIST.....	2
STORE CONSTRUCTION & EQUIPMENT STANDARDS.....	16
SIGNAGE STANDARDS & ORDER FORM	15
EQUIPMENT ORDERING FORM.....	2
PEPSI COLA WELCOME LETTER	1
PEPSI PRODUCT ORDERING CONTACT INFORMATION.....	1
PEPSI BEVERAGE AGREEMENT	3
PEPSI REFRIGERATION SPECIFICATION SHEETS	4
MISCELLANEOUS	36
BOFI XLT OVENS EQUIPMENT SPECIFICATIONS	25
AVTEC HOOD VENTILATION SYSTEM.....	4
PIZZA DOUGH ROLLER & HOBART MIXER.....	22
RANDELL REFRIGERATION.....	9
IMPERIAL WALK-IN COOLER	7
BALLY WALK-IN COOLER.....	10
PIZZA HOLDER/WARMER	13
TABLES/SINKS/SHELVING/WATER DRINKING COOLER	17
LOBBY BENCH/DINE-IN SEATING PRODUCTS.....	3
REVENTION P.O.S. SYSTEM	22
SUTUS PHONE EQUIPMENT	38
HUNGRY HOWIE’S MENU BOARD.....	11

BALLY WALK-IN COOLER.....10

C.S.S. SAFE COMPANY CYBRCOLLECT CHECK COLLECTION.....12

ELIASON EASY DOOR AIR DOOR/AIR PRO5

VENDOR CONTACT INFORMATION1

Marketing Manual

	<u>Number of Pages</u>
SIX BENEFITS OF A FRANCHISE SYSTEM	1
UNDERSTANDING YOUR FRANCHISE	1
IMPORTANT SUPPORT PROGRAMS	1
MAXIMIZING GROWTH OPPORTUNITIES	2/3
BUILD YOUR SYSTEM: BUILD YOUR BUSINESS	1/2
TIMELINE: ONE MONTH	1
TIMELINE: WEEK OF OPENING	1/2
PERSONNEL CHECKLIST	1
TEAM MEMBER RECRUITMENT	5
GRAND OPENING SCHEDULE	1
GRAND OPENING CHECKLIST	4
GRAND OPENING IDEAS	1
PUBLIC RELATIONS	6
ADVERTISING	
NEWSPAPER	1
DIRECT MAIL	2
YELLOW PAGES	1 1/2
DIRECT DISTRIBUTION ADVERTISING	1/2
OUTDOOR	1
PREMIUM ITEM	2
MARKETING & SALES BUILDING	
EXPLANATION	1
CUSTOMER CALL BACKS	1
BOX TOP SURVEYS	1/3
DELIVERY DRIVER CALL BACKS	1/3
SECTOR ANALYSIS	1/3
PLANNING A PROMOTION	2
IMPROVE SERVICE	1
IMPROVE IMAGE	1
BENEFITS OF LOCAL MARKETING	2/3
IN-STORE PROMOTIONS	1/3
BIRTHDAY CLUB	1/4
CLASS OF THE MONTH	1/4
HOWIE HALF-COURT SHOT	1/4
MOTHER'S/FATHER'S DAY PROMOTION	1/4
CUSTOMER APPRECIATION DAY (CAD)	1/5
BUSINESS FAX ORDER FORM	1/5
GIFT CERTIFICATE PROGRAM	2/3
"FUN" RAISER PROGRAM	4
CUSTOMER APPRECIATION DAY	15
CHECKLIST	3
CONTACTS	1
EXAMPLES OF ADS / PROMOTIONS	23

Exhibit F:
Franchise Agreement



EXHIBIT F

FRANCHISE AGREEMENT

between

HUNGRY HOWIE'S PIZZA & SUBS, INC.

and

Store # _____ Effective: _____

TABLE OF CONTENTS

<u>Paragraph</u>	<u>Page</u>
1. GLOSSARY	1
2. GRANT AND NATURE OF FRANCHISE	10
3. LOCATION DEVELOPMENT AND TERRITORY	11
4. TERM AND RENEWAL OF AGREEMENT	17
5. FRANCHISE FEES	18
6. RECURRING AND OTHER FEES	18
7. FINANCIAL STATEMENTS, INFORMATION AND AUDITS	19
8. RESTRICTIONS ON THE SALE AND SOURCES OF PRODUCTS AND SERVICES	21
9. TECHNOLOGY AND ELECTRONIC DATA.....	24
10. YOUR OBLIGATIONS.....	26
11. OUR OBLIGATIONS TO YOU	29
12. MARKETING	31
13. INSURANCE AND INDEMNIFICATION	35
14. SERVICE MARKS AND TRADEMARKS	37
15. THE MANUALS AND CONFIDENTIAL INFORMATION	38
16. COVENANTS	39
17. TRANSFER OF FRANCHISE	40
18. DEFAULT AND TERMINATION.....	44
19. SECURITY INTEREST AND GUARANTY.....	50
20. RELATIONSHIP OF THE PARTIES	51
21. NOTICES	51
22. APPROVAL, WAIVER AND MODIFICATION.....	52
23. APPLICABLE LAW, REMEDIES AND ENFORCEMENT OF THIS AGREEMENT.....	52
24. GENERAL PROVISIONS.....	54
25. SMALL BUSINESS ADMINISTRATION LOAN.....	55
26. YOUR REPRESENTATIONS TO US	56
STATE SPECIFIC ADDENDUM TO FRANCHISE AGREEMENT	58

Attachment A	
Initial Franchise Fee, Geographic Area in Which Restaurant Will Be Located	61
Attachment B	
Your Information	62
Attachment C	
Articles of Incorporation/Articles of Organization/ Certificate of Partnership	64
Attachment D	
Guaranty	65
Attachment E	
Assignment of Telephone Numbers	67
Attachment F	
Pre-Signing Questionnaire	68
Attachment G	
Multiple Unit Addendum	73
Attachment H	
Standard Lease Rider	75
Attachment I	
General Release	77
Attachment J	
Confidentiality Agreement	78

FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT (this "Agreement") is between

<<FRANCHISE OWNER>>
("Franchisee", "you" or "your") and HUNGRY HOWIE'S PIZZA & SUBS, INC., a Michigan corporation ("Hungry Howie's", "we", "our" or "us"), with offices located at 30300 Stephenson Highway, Suite 200, Madison Heights, Michigan 48071.

RECITALS

A. Hungry Howie's is in the business of franchising restaurants under the Marks "Hungry Howie's®" and "HUNGRY HOWIE'S® Flavored Crust® Pizza".

B. You recognize the benefits to be derived from being identified with the Marks and from utilizing the Hungry Howie's System.

C. You desire to establish, own and operate a Hungry Howie's Unit.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, the parties agree as follows:

1. GLOSSARY

As used in this Agreement, capitalized terms shall be as defined as follows:

"ACH" shall mean Automated Clearing House, our current method of collecting and disbursing any and all funds from or to you.

"Accounting Period" shall mean a 28 day period ending on a day designated by Hungry Howie's.

"ADA" shall mean the Americans with Disabilities Act of 1990, as amended.

"Administrative Fees" shall mean fees you must pay to us for certain acts or failures to act (collectively "Conduct"). Such Conduct may or may not rise to the level of a Franchisee Default, but over time or cumulatively it may cause devaluation of the Marks, the Restaurant, or the System, or cause Hungry Howie's to incur additional administrative or out-of-pocket expenses. The Conduct for which Administrative Fees may be assessed includes, but is not limited to: failure to prepare Menu Items according to the Manual; failure to maintain standards of cleanliness; failure to purchase or lease inventory, supplies, or equipment from Designated Suppliers; or the unauthorized use of the Marks or Marketing materials. A schedule containing a description of the Conduct with the corresponding fee will be published in the Manual. We may periodically revise or amend this schedule in our reasonable discretion. An Administrative Fee will be between \$50.00 and \$500.00 for each act or failure to act.

"Alternate Architect" shall mean the licensed architect that you propose to us in place of the Designated Supplier for the preparation and completion of the Drawings.

"Alternate Architect Fee" shall mean a fee of \$2,500.00.

"Annual Meeting Fee" shall mean a fee of \$1,000.00.

“Anti-Terrorism Laws” shall mean any law prohibiting corrupt business practices, money laundering or the aid or support of persons who conspire to commit acts of terror against any person or government, including acts prohibited by the USA Patriot Act or U.S. Executive Order 13244 or any and all other present and future federal, state and local laws, ordinances, regulations, policies, lists and other governmental requirements in any way relating to terrorist acts and acts of war.

“Audit” shall mean an examination of the Restaurant’s Financial Statements and Financial Information in order to determine if you have paid any Recurring Fee in compliance with this Agreement and have otherwise complied with this Agreement.

“Audit Invoice” shall mean an invoice from us to you which shall be paid by you and which shall include an amount that is twice the Deficiency, and if the Deficiency exceeds 2% of the amount of the Recurring Fees as represented by you, the invoice shall also include the actual cost of such Audit to us.

“Casualty” shall mean any damage or destruction to the Restaurant due to fire, flood, earthquake or similar cause beyond your control.

“Claims” shall mean all losses or damages originating or arising, directly or indirectly, in connection with the development, construction or operation of the Restaurant or failure to comply with any term or condition of this Agreement, including all claims, losses, damages, demands, proceedings, inquiries or investigations, including exemplary and punitive damages, attorney’s fees and other costs or expenses incurred, as well as claims for damages to property or for injury and death of persons.

“COD” shall mean cash-on-delivery.

“Collateral” shall mean the Restaurant Assets together with all similar property now owned or later acquired additions, substitutions, replacements, proceeds and products thereof, wherever located, used in connection with the Franchise or the Restaurant.

“Confidentiality Agreement” shall mean **Attachment J** or any other substantially similar document that we may require you or the Owners to execute.

“Confidential Information” shall have the meaning as described in the Confidentiality Agreement.

“Continuing Training Program” is any type of additional, supplemental or refresher training program, sales meeting, operations meeting, or marketing meeting either requiring personnel attendance or attendance via telephone conference, web based portal or other electronic method which is designated by Hungry Howie’s from time to time in our discretion.

“Default Notice” shall mean written notice of either a Franchisor or Franchisee Default in sufficient detail for the defaulting party to reasonably understand the nature of the default along with a description of any action that must be taken to affect a cure, if a cure is permitted.

“Deficiency” shall mean any underpayment of Recurring Fees which is discovered or disclosed as a result of an Audit or otherwise.

“Designated Supplier” shall mean a supplier, distributor or vendor designated by us from time to time, in our sole discretion, and from which you must purchase, lease or enter into other agreements for certain products or services.

“DMA” or “Designated Market Area” shall mean a group of counties that form a geographic area as defined by Nielsen Media Research based upon television station viewing dominance, but which shall be determined in our sole and exclusive discretion.

“Drawings” shall mean a detailed and professionally prepared floor plan, architectural and construction drawings for the Restaurant including dimensions, interior layout, exterior design, material specifications, equipment, fixtures, furniture, signage and decor.

“Effective Date” is the date this Agreement is signed by an authorized representative of Hungry Howie’s on the signature page to this Agreement.

“EFT” shall mean electronic funds transfer.

“FI Late Fee” shall mean a fee of \$250.00 per Reporting Period or any fraction thereof.

“Financial Information” shall mean all of your books, records, tax returns and other financial information relating to the Franchise or the Restaurant and those of the Owners, if applicable.

“Financial Statement” shall mean an income statement and balance sheet prepared as prescribed by us in the Manual.

“Financing Statement” shall have the meaning as defined in Article 9 of the Uniform Commercial Code.

“Force Majeure” shall mean an extraordinary event or circumstance beyond the control of you or Hungry Howie’s, such as war, strike, criminal act, riot, labor walkout, material or ingredient shortage, act of terrorism or Act of God (e.g. fire, flood, earthquake, volcano, zombie apocalypse, time shift, fracture in the time-space continuum or invasion by extraterrestrials).

If you are a candidate for purchasing this franchise and have read this provision, please immediately notify us via email and, upon executing this Agreement, we will give you \$100.00 in cash money, USD.

“Franchise” shall mean your rights and obligations under this Agreement or similar rights and obligations granted to others under a Franchise Agreement.

“Franchise Agreement” shall mean an agreement entered into by Hungry Howie’s which grants the same or similar rights and obligations as under this Agreement. A Franchise Agreement may refer to agreements entered into by Hungry Howie’s with other persons or entities, the terms and conditions of which may vary widely and substantially from those in this Agreement.

“Franchise Disclosure Document” shall mean the franchise disclosure document delivered to a prospective franchisee as required pursuant to Federal Trade Commission Rule 436 or similar state law or regulation requiring pre-sale disclosures to a franchisee of Hungry Howie’s.

“Franchise Fee” shall mean a fee of \$25,000.00.

“Franchise Fee for Additional Franchises” shall be a fee equal to 40% less than the Franchise Fee being regularly charged by us at the time you enter into a New Agreement with us to operate a Hungry Howie’s Unit.

“Franchise Fee for Veterans” shall mean a fee equal to 50% of the Franchise Fee.

“Franchise Grand Opening Fee” shall mean a fee of \$15,000.00.

“Franchisee Default” shall have the meaning in Paragraph 18.5.

“Franchisor Default” shall mean that we have committed a material breach of this Agreement.

“General Release” shall mean **Attachment I** to this Agreement or any other substantially similar document that we may require you or the Owners to execute.

“Gift Card Program” shall mean a gift card or loyalty card program, or other similar redemption or reward program which may be designated by us from time to time in the Manual.

“Gross Sales” shall mean all sales or revenue arising out of the Restaurant, including those: (i) from on-site and off-site sales; (ii) from fees and charges received for deliveries; (iii) from the value equal to redeemed gift cards, loyalty cards or other promotional or redemption programs; (iv) orders that originate in, at, or from the Restaurant, whether delivery or performance is made from the Restaurant or some other place; (v) that are made or originated by mail, telephone, internet or any other form of electronic commerce, or facsimile orders received or filled in, at or from the Restaurant; (vi) that are made or performed by means of mechanical or other vending devices at the Restaurant; (vii) which a person, in the normal and customary course of business, would credit or attribute to your operation of the Restaurant; or (viii) from sales made or revenue received from a kiosk. Gross Sales calculated without reserve or deduction for your inability or failure to collect, any amounts owed to you. Gross Sales shall not include: (i) cash or credit refunds actually provided to customers on transactions otherwise included in Gross Sales; (ii) sales of fixtures, machinery and equipment, which are not sold in the ordinary course of business; and (iii) amounts which are separately stated and collected from customers by you on behalf of any governmental entity for sales or other such tax.

“Guarantors” shall mean those Owners or other persons or entities who sign the Guaranty.

“Guaranty” shall mean **Attachment D** to this Agreement or any other substantially similar document that we may require you or the Owners to execute.

“Hungry Howie’s Unit” shall mean, other than the Restaurant, a Hungry Howie’s carry-out and delivery unit, or a sit down restaurant offering all Menu Items.

“Indebtedness” shall mean:

- (i) All amounts due to us under this Agreement or otherwise by you;

(ii) All sums which we may, at our option, expend or advance on your behalf for the maintenance, preservation, and protection of the Collateral, including, without limitation, payment of rent, taxes, levies, assessments, insurance premiums and discharge of liens, together with interest, or any other property given as security for payment of the Indebtedness;

(iii) All expenses, including reasonable attorney's fees, which we incur for collecting any or all the Indebtedness or in enforcing or protecting our rights under this Agreement; and

(iv) All of your other present or future, direct or indirect, absolute or contingent, liabilities or obligations, to us, or our affiliates or third-parties, however created, and specifically including any renewal or extension of this Agreement, whether or not you execute any extension agreement or renewal instruments.

"Initial Training Program" shall mean training that is required by Hungry Howie's and that you, the Owner Operator and Manager (if required by us) must successfully complete prior to the opening of the Restaurant or as otherwise required by this Agreement. Such training may include, without limitation, providing instruction on standards, specifications and techniques for product preparation, handling, packaging, delivery, personnel management, marketing, business development, sales and customer service, financial and inventory management and general operations. This training may also consist of completing production and delivery tasks and may require you to demonstrate sufficient proficiency and knowledge so as to be able to instruct employees and indicate that you, an Owner Operator or Manager have learned and retained such information.

"Insurance Fee" shall mean a fee of \$250.00.

"Interest Fee" shall mean 1.25% of the applicable outstanding amount owed by you to us for each Reporting Period or any fraction thereof, but in no event greater than allowed by applicable law. In the event it is determined that the Interest Fee is greater than allowed by applicable law, the Interest Fee shall be reduced to the greatest amount that is allowable by applicable law.

"Landlord" shall mean the person or entity with whom you enter into a Lease for the Restaurant.

"Late Fee" shall mean a fee equal to 5% of any Recurring Fee.

"Lease" shall mean the lease or license agreement pursuant to which you occupy the premises where the Restaurant is approved by us to be located.

"Local Marketing Fee" shall mean a fee equal to 3% of your Gross Sales, but in no event less than \$300.00 per Reporting Period.

"Local Marketing Fund" shall mean a fund to collect and administer Local Marketing Fees which are collected from you and which may be commingled with money collected from other franchisees and which is established and administered as a Marketing Fund in accordance with Paragraph 12.

"Local Marketing Plan" shall mean a plan and budget developed by you specifying how you intend to spend the Local Marketing Fee.

“Management Company” shall mean an individual or legal entity established for the purpose of providing services for the regular conduct, management and operation of the Restaurant or other Hungry Howie’s Units in the System. The Management Company may appoint a Manager and do other things that the Owner Operator would do in order to be personally involved in the regular conduct, management and operation of the Restaurant on a frequent and ongoing basis.

“Manager” shall mean a person that you, the Owner Operator or the Management Company designate to have significant management responsibilities for the daily operations of the Restaurant and who has completed our Initial Training Program or other certification or training program acceptable to us in our sole discretion.

“Manner of Payment” shall mean EFT or ACH or any other manner of payment of legal tender that Hungry Howie’s may designate from time to time.

“Manual” shall mean any set or compilation of publications, documents, memoranda, notices or written communications in any form, including without limitation print or electronic media, issued by Hungry Howie’s which describes any standards, specifications, policies and requirements concerning any aspect of the System, the Marks, the operation of the Restaurant including but not limited to such areas as design, construction, operations, accounting, Marketing and requirements to use Designated Suppliers.

“Manual Replacement Fee” shall mean a fee of \$500.00.

“Marketing” shall mean administering, directing, conducting, developing or implementing the preparation of advertising, marketing, public relations, and/or promotional programs and materials, and any other activities which Hungry Howie’s in good faith believes will benefit the System, a Restaurant, Unit or Non-Traditional Restaurant, including, among other things: (i) preparing and executing advertising campaigns in various media; (ii) utilizing any electronic or other emerging media or promotional tactics; (iii) preparation and distribution of direct mail advertising; (iv) production and broadcast of television, radio, television and Internet commercials or advertisements; (v) public relations; (vi) market and consumer research; (vii) product development; (viii) in-store sales promotions; (ix) promotional items; (x) gift cards; (xi) loyalty programs; (xii) online ordering; (xiii) telemarketing; (xiv) enterprise reporting; (xv) customer satisfaction surveys; (xvi) sweepstakes; (xvii) bounce back promotions; (xviii) marketing meetings and conventions for franchisees; and/or (xix) the hiring of advertising or public relations agencies, consultants or experts (including law firm or in-house counsel to review advertising and related materials) to provide services or assist in any of the above.

“Marketing Fees” shall mean the National Marketing Fee, Regional Marketing Fee and Local Marketing Fee.

“Marketing Funds” shall mean the National Marketing Fund, Regional Marketing Fund and Local Marketing Fund.

“Marks” or “Trademarks” shall mean all Hungry Howie’s trade names, service marks and trademarks, whether currently existing, developed or acquired in the future, together with any other symbols, emblems, signs and insignias that Hungry Howie’s has adopted and designated, or subsequently acquires, adopts, develops or designates, for use in connection with the System.

“Menu Items” shall mean all food, beverages, products or services permitted or designated by us to be sold in the Restaurant in accordance with the Manual.

“Multiple Unit Owner” shall mean the Owner Operator who commonly controls or owns two or more Hungry Howie’s restaurants, by having a legal or equitable interest in the ownership (whether by written agreement, voting common stock, partnership interest or membership interest) in a manner that permits the Owner Operator to control the regular conduct, management and operation of such two or more Hungry Howie’s restaurants.

“National Marketing Fee” shall mean a fee equal to 1% of your Gross Sales, but in no event less than \$70.00 per Reporting Period.

“National Marketing Fund” shall mean a fund to collect and administer National Marketing Fees which are collected from you and which may be commingled with similar funds collected from other franchisees and which is established or administered as a Marketing Fund in accordance with Paragraph 12.

“New Agreement” shall mean the form of Hungry Howie’s Franchise Agreement which is being used at the time of a renewal, assignment or similar event along with other related agreements then being offered by us to similarly situated franchisees at the time of a renewal, assignment or similar event. Such New Agreement, if executed by you for the Restaurant, will in all respects supersede this Agreement and other related documents and may contain materially different terms and conditions, including differing amounts for royalty and advertising fees.

“Non-Traditional Restaurant Addendum” shall mean an addendum to this Agreement negotiated and executed between the parties for a Non-Traditional Restaurant, which may set forth any deviations from the Agreement. Such Non-Traditional Restaurant shall not have any protection of the Territory as described in Paragraph 3.14(a).

“Non-Traditional Restaurant” shall mean a Hungry Howie’s restaurant which is or intended to be established, owned and operated in accordance with the System and in accordance with this Agreement as amended by the Non-Traditional Restaurant Addendum in a location such as an airport, train, bus or subway station, toll road facility, highway rest stop, stadium, arena, amusement park, fair, carnival, gas station, convenience store, hotel, motel, school, college or university, office building, factory, hospital, shopping mall or food court and other similar retail facility, penal institutions, institutional food service facilities or other non-traditional venues. Non-Traditional Restaurants may offer limited or no delivery service as agreed to in writing by us.

“NSF Fee” shall mean an amount equal to any bank, financial institution or third party charges that we incur as a result of the tender of a check, EFT or ACH and returned or rejected for any reason whatsoever by a bank or financial institution.

“Offer” shall mean a written offer that, if accepted, would constitute a legally binding contract and which sets forth all material terms and conditions of any proposed Transfer.

“Other Fee” shall mean any fee chargeable or payable by you under this Agreement other than a Recurring Fee or the Interest Fee.

“Owner” shall mean, in cases where you are not an individual, your stockholders, partners or members that have a legal or beneficial interest in you.

“Owner Operator” is an individual named and designated by you to be personally involved in the regular conduct, management and operation of the Restaurant on a frequent and ongoing basis. If you are a legal entity (such as a corporation, limited liability company or partnership) and not an individual, you shall designate a person as the Owner Operator who shall be an individual and who owns at least 15% or more of your voting common stock, partnership interest or membership interest. Such individual shall be designated as provided on **Attachment B**.

“Ownership Interest” shall mean any legal, equitable or beneficial right, title or interest to you or an Owner’s stock, partnership interest or membership interest.

“Packaging” shall mean only such containers, boxes, cartons, bags, napkins, spoons, forks and knives as are permitted or required by the System.

“Payment Date” is defined as a day designated by Hungry Howie’s from time to time following the Reporting Period for which a Recurring Fee or Other Fee is due.

“PCI DSS” means payment card industry data security standards.

“POS System” is an electronic point of sale system, whether physically located at the Restaurant or in a virtual location, which may consist of one or more computer systems, hardware, software, dedicated telephone, power and data lines, modems, high speed Internet access (or alternative communications line designated by, or permitted by us), cables, printers and other computer-related accessory and peripheral equipment and which may provide point of sale information, customer data bases, and perform accounting, marketing, scheduling, and inventory functions as specified by Hungry Howie’s in accordance with the Manual.

“Proposed Location” shall mean a location which you present to us for approval to move or relocate the Restaurant after the Restaurant has been opened and operating for business.

“Recurring Fee” shall mean the Royalty Fee, National Marketing Fee, Regional Marketing Fee or Local Marketing Fee.

“Re-Opening Marketing Fee” shall mean a fee of \$5,000.00.

“Re-Inspection Fee” shall be a fee of \$2,500.00 plus our out-of-pocket expenses.

“Regional Marketing Fee” shall mean a fee equal to 3% of your Gross Sales, but in no event less than \$300.00 per Reporting Period.

“Regional Marketing Fund” shall mean a fund to collect and administer Regional Marketing Fees which are collected from you and which may be commingled with similar funds collected from other franchisees and which is established or administered as a Marketing Fund in accordance with Paragraph 12.

“Relocation Fee” shall be a fee not to exceed \$7,500.00.

“Renewal Fee” shall be a fee of \$1,000.00.

“Renewal Notice” shall mean a written notice of your intent to exercise your option to renew this Agreement in accordance with Paragraph 4.3.

“Reporting Period” shall mean Monday through Sunday of each week.

“Restaurant” shall mean your Hungry Howie’s carry-out and delivery restaurant which is or intended to be established and operated in accordance with this Agreement and the System, for a typical store front or free standing restaurant which operates carry-out, delivery and/or sit down service for retail customers specializing in offering the full range of services and Menu Items under the System.

“Restaurant Assets” shall mean any and all assets used in connection with and regularly located at the Restaurant including any furniture, fixtures, equipment, signage, decorations, leasehold improvements and betterments, telephone numbers, any right, title or interest to any personal property leases or the Lease or other right to occupy the premises of the Restaurant and any right, title or interest to this Agreement or the Franchise.

“Right of First Refusal” shall mean our right to acquire the Restaurant Assets or Ownership Interest prior to any Transfer and in accordance with the terms and conditions in Paragraph 17.1.

“Royalty Fee” shall mean a fee equal to 5% of your Gross Sales for each Reporting Period, but in no event less than \$250.00 per Reporting Period.

“Security Interest” shall have the meaning as defined in Article 9 of the Uniform Commercial Code.

“Securities Offering” shall mean the direct or indirect offer, sale or issuance of any securities (including, without limitation, common or preferred stock, bonds, debentures, general or limited partnership interests, membership interests or membership units, whether certificated or un-certificated) which are subject to any state or federal law governing the offer, sale or issuance of any such securities.

“Securities Offering Documents” shall mean any offering prospectus, literature, materials or documents to be used in a Securities Offering or required by federal or state law for any Securities Offering, including any literature, materials or documents to be used in any exempt securities offering.

“Seller” shall mean a Franchisee or an Owner who becomes an intended or actual seller, transferor or assignor of all or portion of any Restaurant Assets or Ownership Interest.

“Seminar Fee” shall be a fee equal to \$250.00.

“Social Media” shall mean any social or professional networking channel or Internet site, web page, virtual world, audio, video, visual or file sharing site, blog, messaging system, email account, user name, text address, mobile application, or other electronic, mobile or Internet presence that uses or displays any of the Marks or that promotes, mentions or discusses the Marks or any products or services of the Restaurant or the System.

“System” shall mean the distinctive style of restaurant operated and identified by the Marks for the sale of food, beverages and other products and services, including but not limited

to the sale of Menu Items, the utilization of designated and prescribed equipment, building layouts, designs, methodologies and marketing materials. Among other things, the System emphasizes prompt and courteous service in a clean and wholesome atmosphere, utilizing standards, specifications, policies and requirements as are expressed in the Manual and changed, altered or amended by us from time to time in our sole and absolute discretion.

“Term” shall be a period of time beginning on the Effective Date and ending 10 years from the date on which you open the Restaurant for business.

“Territory” shall mean a one mile radius surrounding the Restaurant.

“Transfer” shall mean any sale, transfer or assignment of any Restaurant Assets or Ownership Interest. A Transfer shall also include any changes in an Ownership Interest by: (i) issuing, transferring or assigning any stock, membership interest or partnership interest; (ii) permitting the conversion of stock to another class of stock; (iii) allowing any person or entity to become a partner or member or to increase his membership or partnership interest in the Franchisee; or (iv) converting a membership interest or partnership interest to another class of membership or partnership interest.

“Transfer Fee” shall mean a fee equal to \$7,500 unless: (i) the Transferee is an existing Owner of another Hungry Howie’s Unit and has previously successfully completed the Initial Training Program in which case the Transfer Fee shall be \$3,000.00; or (ii) the Transferee is an existing Owner of the Restaurant and has completed the Initial Training Program in which case the Transfer Fee shall be \$1,000.00.

“Transferee” shall mean any purchaser, transferee or assignee of any Restaurant Assets or Ownership Interest.

“UCC” shall mean Uniform Commercial Code.

“Unauthorized Transfer Fee” shall mean a fee equal to \$25,000.00.

“Upgrades” shall mean any renovation, remodeling, addition or substitution in the Restaurant including equipment, furniture, fixtures, signage or decorations which we may require.

“Upgrade Deadline” shall be a date 180 days from the date on which we send you written notice of the Upgrades.

“Upgrade Oversight Fee” shall mean a fee equal to 15% of the cost of furnishing and installing any or all of the Upgrades which is paid by you to us.

“Website” shall mean a website, Intranet or extranet site that we make available to you.

2. GRANT AND NATURE OF FRANCHISE

Subject to the terms of this Agreement, you are granted a non-exclusive license to utilize the System, including the Marks and the Manual, to establish, own and operate the Restaurant and to benefit from the foregoing, at the single location specified in Paragraph 3. Nothing contained in this Agreement shall be construed to authorize or permit you to use the System or the Marks at any other location or for any other purpose. Hungry Howie’s retains the exclusive ownership of all rights, titles and interest in and to, including any goodwill, standard operating

procedures and policies associated with the System and the Marks. You shall operate the Restaurant according to the Manual.

If this Agreement is for the establishment of a Non-Traditional Restaurant, the parties will enter into a Non-Traditional Restaurant Addendum. If this Agreement is for the establishment of a Non-Traditional Restaurant, the term Restaurant as used in this Agreement shall refer to Non-Traditional Restaurant.

3. LOCATION DEVELOPMENT AND TERRITORY

3.1 LOCATION OF THE RESTAURANT: The location of the Restaurant shall be in the geographic area described on **Attachment A**. The location shall be selected by you with our consent and approval. You shall not share the premises occupying the Restaurant with any other business, nor shall you engage in co-branding without our prior written approval. Our consent and approval of the location of the Restaurant shall not be unreasonably withheld. The consent and approval of the location of the Restaurant by us does not constitute a guarantee, recommendation, warranty or endorsement of the location or the likelihood of the Restaurant's success. Only the business of the Restaurant may be conducted in the Restaurant.

3.2 ASSISTANCE WITH LOCATION SELECTION: We shall provide you general advice, guidance and assistance in the selection of a location for the Restaurant. We shall expend such time and effort, and incur such expenses, as we believe to be reasonably necessary to evaluate the locations proposed by you for the Restaurant. Our consent or approval of a location or any advice, guidance, assistance, review or approval of a location that we may provide is for the sole benefit of Hungry Howie's and the benefit of the System and is not intended to express, warrant or imply: (i) a guarantee of success or profitability of the Restaurant; (ii) a judgment as to the likelihood of success that you may achieve at the location; (iii) the desirability of such location compared to other locations that might be available; (iv) that you secured the most advantageous terms and conditions of the Lease; or (v) any legal, accounting or tax advice as to the terms and conditions of the lease, sublease or purchase of a location. You shall not rely on Hungry Howie's for such purposes.

We may require you to utilize the services of a Designated Supplier to assist in the site selection process or negotiations of the Lease. In the event that we require you to utilize such a Designated Supplier we shall notify you in writing of any associated fees that you must pay.

3.3 LEASE: We shall provide you with general advice, guidance and assistance in the negotiation of the Lease. Before you enter into the Lease, Hungry Howie's must approve the Lease. Promptly after the Lease has been executed, you shall furnish us with a fully executed copy of the Lease. Our consent or approval of the Lease, or any advice, guidance, assistance, negotiations, review or approval of the Lease that we may provide is for the sole benefit of Hungry Howie's and the benefit of the System and is not intended to express, warrant or imply: (i) a guarantee of success or profitability of the Restaurant; (ii) a judgment as to the likelihood of success that you may achieve at the location; (iii) the desirability of a location compared to other locations that might be available; (iv) that you secured the most advantageous terms and conditions of the Lease; or (v) any legal, accounting or tax advice as to the terms and conditions of the lease, sublease or purchase of a location. You shall not rely on Hungry Howie's for such purposes.

3.4 REQUIRED LEASE PROVISIONS: The term of the Lease, including options to renew at a fixed or determinable rate, must be for a term of not less than 10 years. The Lease must contain a provision making the Lease subject to our review and approval, and must also contain all of the following provisions:

(a) You shall have the right to assign the Lease or sublease the Restaurant, without the Landlord's consent, to Hungry Howie's or a Hungry Howie's franchisee with the approval of Hungry Howie's;

(b) The Landlord shall furnish Hungry Howie's with 30 days prior written notice of: (i) the cancellation or termination of the Lease; (ii) an assignment/sublease; (iii) any modification, renewal or new lease; or (iv) any legal action instituted by the Landlord;

(c) If the Restaurant is located in a shopping center, the Landlord shall not lease any space in the shopping center, or any adjacent or neighboring property that may appear to the general public on account of proximity, architecture, shared parking or other amenities, or otherwise, to constitute a part of the shopping center, to any other person or entity engaged in the business of selling pizza and similar items for either on or off premises consumption or to a head shop or adult novelty store;

(d) Hungry Howie's shall have the right to enter the Restaurant upon expiration or termination of this Agreement to remove signage and other items bearing the Marks; and

(e) Hungry Howie's shall be deemed a third party beneficiary of the Lease.

3.5 ARCHITECTURAL DRAWINGS: After the Restaurant location has been approved by us and we have received a copy of the Lease, we will provide you with general advice, guidance and assistance in developing the Drawings. We will name a Designated Supplier which shall be an architect licensed in the state where the Restaurant is located to prepare the Drawings. You shall contract directly with such Designated Supplier and pay all costs for the preparation of the Drawings. The Drawings must be approved by us before construction begins. This approval will not be unreasonably withheld. Providing you a Designated Supplier and review and approval of the Drawings are to assist you in determining if the Drawings are in conformity to the System, and does not warrant or imply that the Drawings are complete or accurate, or that they comply with your Lease or applicable laws, regulations, statutes, codes, rules, and standards, including the ADA and similar state or local laws, regulations, statutes, codes, rules, and standards and building, safety or health laws, code or ordinances.

You may request in writing to use an Alternate Architect. We must approve or disapprove the Alternate Architect within 30 days after your request. Our approval will not be unreasonably withheld. If we approve an Alternate Architect, we reserve the right to have a licensed architect selected by us review the Drawings prepared by the Alternate Architect. There is no procedure to revoke approval of an Alternate Architect. However, if an Alternate Architect is approved by Hungry Howie's and subsequently Hungry Howie's determines the Alternate Architect is not performing its duties competently and timely, Hungry Howie's shall notify you in writing that you must immediately select another licensed architect for approval by Hungry Howie's. In the event we approve the use of the Alternate Architect, you shall pay the Alternate Architect Fee directly to the Designated Supplier for the review of the Drawings

prepared by the Alternate Architect. No fee is paid directly to Hungry Howie's to secure approval of the Drawings.

3.6 CONSTRUCTING AND EQUIPPING THE RESTAURANT: After the Drawings have been approved by us you shall, at your own expense, construct and equip the Restaurant in accordance with the Drawings. You are required to use a contractor licensed in the state in which the Restaurant is located with commercially adequate general liability and property damage insurance. We may require that you provide us reasonable evidence of these requirements.

You will provide us notice within 3 days after construction of the Restaurant is completed. We will then be permitted to conduct an onsite inspection and review of the Restaurant to determine if the Restaurant has been constructed in conformity to the approved Drawings and the System. You will make all changes, alterations, substitutions and additions to bring the Restaurant in strict conformity with the Drawings and the System. Our inspection and review of the Restaurant is to assist in determining if the Restaurant was constructed in general conformity to the Drawings and the System, and does not warrant or imply the quality or manner of construction of any improvements and betterments, the condition or installation of any furniture, fixtures or equipment, or that the construction complies with the Lease or applicable laws, regulations, statutes, codes, rules, and standards, including the ADA and similar state or local laws, regulations, statutes, codes, rules, and standards and building, safety or health laws, code or ordinances. If the Restaurant does not conform to the Drawings and more than one onsite inspection is required, you shall pay us the Re-Inspection Fee for each additional on-site inspection required in accordance with this Paragraph 3.6. Hungry Howie's may permit or require you, in our discretion, to furnish photos, videos or other documentation of the Restaurant in a manner prescribed by us.

Upon our request, and as specified in the Manual, you must certify to us that the Restaurant is designed, constructed, and/or altered in accordance with all laws, regulations, statutes, codes, rules, and standards, including the ADA and similar state or local laws, regulations, statutes, codes, rules, and standards. We may make your certification a condition of approval for you to begin or continue operation, whether the Restaurant is newly opening to the public or has been refurbished.

You must acquire and install equipment and fixtures as specified in the Manual. Specifications in the Manual may include the manufacturer and model number of any equipment.

You shall install and erect at the Restaurant such signs, emblems and caricatures as are prescribed by Hungry Howie's from time to time, in accordance with our specifications, subject to local ordinances. You shall not display any signs, emblems or caricatures at the Restaurant other than those prescribed or approved by Hungry Howie's. Signs shall be purchased from a Designated Supplier.

You shall be responsible for complying with all federal, state and local laws, regulations, statutes, codes, rules, and standards including the applicable provisions of the ADA regarding the construction, design and operation of the Restaurant. Notwithstanding the provisions of Paragraphs 3.5 and 3.6, you shall be permitted to make reasonably necessary changes, alterations, substitutions and additions to bring the Restaurant in compliance with all federal, state and local laws, regulations, statutes, codes, rules and standards including the

applicable provisions of the ADA regarding the construction, design and operation of the Restaurant.

3.7 INITIAL TRAINING and CONTINUING TRAINING PROGRAMS: Prior to opening the Restaurant, you or the Owner Operator must complete our then-current Initial Training Program. If you are not an individual, the Initial Training Program must be successfully completed by the Owner Operator.

The Initial Training Program will be conducted at location(s) and time(s) as designated by us. The Initial Training Program may contain classroom and/or on-the-job training at an operating Hungry Howie's Unit selected by us. Other than the cost of the training instructor, instruction facilities and training materials, you will pay all expenses incurred by you, the Owner Operator or any of your employees attending the Initial Training Program, including wages, travel, meals and lodging. The training instructor may vary and/or change.

You or the Owner Operator must satisfactorily complete all aspects of the Initial Training Program before receiving approval from us to open the Restaurant. At the end of each phase of the Initial Training Program, you or any Owner Operator may be required to demonstrate proficiency in the areas covered by each phase of the Initial Training Program. You must meet our then-current requirements for attendance and punctuality. We may at our discretion, reduce, eliminate or increase the training period or classes of the Initial Training Program based on the extent to which you or the Owner Operator is able to exhibit skills or knowledge that meet our requirements.

Hungry Howie's may require a Manager to successfully complete all or a portion of the Initial Training Program training. Furthermore, we may adopt a program by which Managers must be "certified" by Hungry Howie's. The certification program may require successfully completing training, passing tests and a minimum amount of on-the-job experience. All Managers must be certified after Hungry Howie's establishes the program.

The Initial Training Program may continue for a period of approximately 1 to 2 weeks after the Restaurant opens for business to the public. We may visit the Restaurant on a random basis as frequently as we feel it is necessary to insure that you and your employees are exhibiting the skills and knowledge required to operate the Restaurant in accordance with the System.

Hungry Howie's may periodically require your attendance or participation or the attendance or participation of the Owner Operator or Manager at a Continuing Training Program. Hungry Howie's shall provide you with reasonable prior notice of any mandatory Continuing Training Program. Continuing Training Programs will be at such locations and for such durations as we deem appropriate within the continental United States. Other than the cost of the training instructor, instruction facilities and training materials, you will pay all expenses incurred by you, the Owner Operator or any of your employees attending the Continuing Training Program, including wages, travel, meals and lodging. If you, the Owner Operator or Manager fail or neglect to attend or participate in a Continuing Training Program as required by this Paragraph 3.7, you shall pay us the Seminar Fee.

At our discretion we may make changes or modifications to the Initial Training Program or Continuing Training Program without notice to you. We make no representations or warranty that upon your completion of the Initial Training Program or any Continuing Training

Program you will be adequately trained to operate the Restaurant or that you will be successful in the operation or any aspect of the Restaurant.

Without our prior consent only you or the Owner Operator and a person you designate to become a Manager may attend the Initial Training Program or any Continuing Training Program.

Hungry Howie's shall periodically meet or consult with you concerning the operations of the Restaurant. However, we shall have no obligation to meet or consult with you according to any schedule or any specified times, rate or frequency. You acknowledge that it would be impossible for us to meet and consult with each of our franchisees an identical number of times or for an identical amount of time, and that the extent of your meetings and consultation with us may be greater or less than other franchisees.

3.8 OPENING DATE: After determining that you have satisfied your obligations under this Agreement, Hungry Howie's shall designate the date on which you shall open the Restaurant for business.

3.9 UPGRADES TO THE RESTAURANT: At least every 5 years, you shall complete the Upgrades designated by us in writing. You must complete the Upgrades, at your sole cost and expense, by the Upgrade Deadline. If you fail to meet the Upgrade Deadline, we may, at our option, engage Designated Suppliers, contractors or vendors to make any or all of the Upgrades at the Restaurant and charge you the Upgrade Oversight Fee for coordinating and oversight of the Upgrades. Hungry Howie's may require you to periodically deposit amounts sufficient to fund the Upgrades in escrow with Hungry Howie's.

3.10 MAINTENANCE, REPAIRS AND GENERAL APPEARANCE: You shall maintain the Restaurant and all equipment, fixtures, signs and decorations in good order and repair, sound operating condition and in a clean and attractive appearance according to the System. You must at all times keep the Restaurant in a secure and sanitary condition and repair and periodically repaint the exterior and interior of the Restaurant, and perform such maintenance, repairs or replacements of all uniforms, equipment, fixtures, signs and decorations as Hungry Howie's may reasonably request. Upon our reasonable instruction or request and at your sole cost and expense, you must remove and replace all out of date, worn, faded or discontinued Marketing materials including, but not limited to, posters, signboards, menu boards, and promotional materials and images.

3.11 COMPLIANCE WITH LAWS AND REGULATIONS: You shall maintain and operate the Restaurant in compliance with all applicable federal, state and local laws, ordinances and regulations.

3.12 RELOCATION: You shall not relocate the Restaurant without our prior written consent and approval, which shall not be unreasonably withheld. If you desire to relocate your Restaurant, you shall provide us with a Proposed Location along with such information regarding the Proposed Location as we may reasonably request. At the time you request to relocate the Restaurant, you shall pay the Relocation Fee to us. We will provide location selection assistance as described and subject to the terms and conditions of Paragraph 3.2. Any Proposed Location is subject to completion of the Upgrades or our policy for relocating a Restaurant as provided in the Manual. You may also be subject to the Re-Inspection Fee as provided in Paragraph 3.6.

Any failure to consent or approve a Proposed Location shall not be deemed unreasonable if: (i) we determine the Proposed Location is closer to another Hungry Howie's Unit (regardless of whether the Proposed Location is within the geographic area described on **Attachment A** or the Territory) than the current Restaurant; (ii) there exists a good faith determination that customers or sales from an existing or proposed Hungry Howie's Unit will be negatively impacted by the Proposed Location; or (iii) other criteria or factors that we would consider if the Proposed Location was being proposed as a new Hungry Howie's Unit are not satisfied. In no case shall we be required to consent and approve a Proposed Location outside the geographic area described on **Attachment A** or within the Territory of another franchisee.

3.13 EMINENT DOMAIN: If the Lease is terminated or you suffer the loss of adequate parking, due either to the actual or threatened appropriation of all or a portion of the Restaurant by eminent domain proceedings, then for a period of one year following such termination or loss you shall have the right to establish another Restaurant at another location within the Territory. The new location shall be subject to the conditions for relocating the Restaurant as set forth in Paragraph 3.12, except that you shall not be required to pay the Relocation Fee.

3.14 THE TERRITORY:

(a) As long as this Agreement is in effect and you are not in Franchisee Default, we shall not establish, operate or franchise a Hungry Howie's Unit within the Territory. You will not be permitted to offer delivery service to any customer located outside of your Territory if deliveries cannot be made within a reasonable period of time or if you are unable to maintain the quality of the product delivered in accordance with the System.

(b) The Marketing Funds or any advertising cooperative established in accordance with the provisions of Paragraph 12 shall be permitted to advertise multiple locations using the same or single media. This includes printed materials or Internet media on which more than 1 Hungry Howie's Unit and the Restaurant, including telephone numbers and addresses, may be listed. Overlapping into the Territory may also occur during the conduct of direct mail, Internet, electronic or other mass media campaigns.

(c) Notwithstanding anything in any agreement we may have with you or other franchisees to the contrary, we do not warrant or represent that another Hungry Howie's Unit will not solicit or make any sales within the Territory, and you expressly acknowledge that such solicitations or sales may occur within the Territory. We shall have no duty to protect you from any such sales, solicitations, or attempted sales or solicitations. You recognize and acknowledge that: (i) you will compete with other Hungry Howie's Units which are now, or which may in the future be, located near or adjacent to the Territory; (ii) that such Hungry Howie's Units may be owned or operated by us, our affiliates, third parties or any combination thereof; and (iii) a reasonable amount of overlap may occur between your Territory and the territories of other franchisees or company-owned Hungry Howie's Units.

(d) We reserve the right to purchase, merge, acquire, be acquired by or affiliate with any existing competitive business and, following such activity, without compensation to you, Hungry Howie's may operate or franchise those other businesses under any names or marks regardless of the location of those businesses which may be within the Territory. We reserve to ourselves, without compensation to you, the right to establish other franchise or company-owned restaurants with similar or different products or services using different marks within the Territory. You waive and release any claims, demands or damages arising from or relating to any of the above activities and shall not initiate or join in any legal action or

proceeding or register a complaint with any governmental entity directly or indirectly contending otherwise.

(e) Whether partially or wholly located within or outside of the Territory, we reserve the exclusive right to ourselves or to any other person or entity we may designate, without compensation to you, to use the Marks or to establish, operate and franchise Non-Traditional Restaurants in the Territory.

(f) Whether partially or wholly located within or outside of the Territory, we reserve the exclusive right to ourselves or to any other person or entity we may designate, without compensation to you, to solicit or accept orders from consumers, through channels of distribution other than a Hungry Howie's Unit, including use of the Internet, "on-line ordering", mobile applications, telemarketing or other direct marketing channels.

(g) Whether partially or wholly located within or outside of the Territory, we reserve the exclusive right to ourselves or to any other person or entity we may designate, without compensation to you, to directly or indirectly, sell and distribute, and license others to sell and distribute, prepackaged menu items under the Marks to retail outlets (*i.e.* supermarkets, grocery stores, markets, gourmet shops, convenience stores and other similar retailers) and non-retail outlets (*i.e.*, warehouse clubs, pharmacies, drug stores and other similar non-retailers).

(h) Whether partially or wholly located within or outside of the Territory, we reserve the exclusive right to ourselves or to any other person or entity we may designate, without compensation to you, the right to distribute or sell (including marketing and advertising) products bearing our Marks through non-restaurant distribution channels (which may be the same or similar products or services sold by you), including the internet, mobile applications electronic mail, direct mail, in supermarkets and grocery stores, discounters, convenience stores or vending machines.

4. TERM AND RENEWAL OF AGREEMENT

4.1 INITIAL TERM: This Agreement begins on the Effective Date and, unless terminated sooner in accordance with the terms and conditions of this Agreement, expires at the end of the Term.

4.2 OPENING DATE: You shall not open the Restaurant for business until Hungry Howie's gives you written authorization, as stated in Paragraph 3.8.

4.3 RENEWAL OPTION: You will have the right and option to renew this Agreement for one additional term of 10 years, provided that you strictly comply with all of the following conditions prior to renewal:

(a) You provide us the Renewal Notice not more than 12 months and not less than 6 months before the expiration of the Term;

(b) You are not in Franchisee Default, or in default of any other agreement with us at the time you provide the Renewal Notice and through the expiration of the Term;

(c) You are not in default of any agreement with our affiliates or subsidiaries or a Designated Supplier, at the time you provide the Renewal Notice and through the expiration of the Term;

(d) You have not, on 3 or more occasions during the Term, been sent a Default Notice, without regard to whether you have corrected any such Franchisee Default after having received a Default Notice from us;

(e) You provide us satisfactory proof that you have obtained an extension or renewal of the Lease for the duration of the Term of the New Agreement, or, not less than 6 months prior to expiration of the Term, you have obtained our consent and approval of a Proposed Location as provided in Paragraph 3.12 and you open the Restaurant for business at the Proposed Location prior to expiration of the Term;

(f) You are able to obtain any licenses or approvals needed to operate the Restaurant from any federal, state or local governmental authority having jurisdiction over the Restaurant;

(g) You have completed the Upgrades at least 30 days prior to the expiration of the Term, provided that within 60 days after we receive the Renewal Notice we inform you, in writing, of the required Upgrades. Within 30 days after we have sent you the list of Upgrades, you must provide us written notice that you agree to complete the Upgrades. We may, at our discretion, require you to place money in escrow for the Upgrades or otherwise provide us reasonable proof that you secured a loan or have other financial resources for the Upgrades;

(h) You execute the New Agreement upon completion of the Upgrades;

(i) You pay to us the non-refundable Renewal Fee upon execution of the New Agreement; and

(j) You execute the General Release.

5. FRANCHISE FEES

5.1 FRANCHISE FEE: Upon the execution of this Agreement, you shall pay us the Franchise Fee in full. No portion of the Franchise Fee is refundable under any circumstances.

5.2 FRANCHISE FEE FOR ADDITIONAL FRANCHISES: Provided that the ownership structure for the Restaurant is identical to that under this Agreement and there has not been a Transfer in accordance with Paragraph 17.2, if you enter into a New Agreement with us to operate the Restaurant, upon the execution of the New Agreement, you will pay us the Franchise Fee for Additional Franchises in lieu of the Franchise Fee. You will be required to meet our standards for additional franchises and shall enter into the New Agreement. All other fees will apply. No portion of the Franchise Fee for Additional Franchises is refundable under any circumstances.

5.3 FRANCHISE FEE FOR VETERANS: Upon the execution of this Agreement, provided that you are a former member of the United States Armed Forces and have been "Honorably Discharged," you shall pay us the Franchise Fee for Veterans in lieu of the Franchise Fee. The Franchise Fee for Veterans is 50% of the Franchise Fee. The Franchise Fee for Veterans cannot be used in combination with the Franchise Fee for Additional Franchises. All other fees will apply. You will be required to provide satisfactory proof of your "Honorable Discharge." The approved Honorably Discharged veteran must have a 51% or greater Ownership Interest and be designated as the Owner Operator on **Attachment B**. No portion of the Franchise Fee for Veterans is refundable under any circumstances.

5.4 **FRANCHISE GRAND OPENING FEE:** The Franchise Grand Opening Fee shall be used in accordance with Paragraph 12.11. We require you to pay us the Franchise Grand Opening Fee on the date you furnish us with a fully executed copy of the Lease in accordance with Paragraph 3.3. No portion of the Franchise Grand Opening Fee is refundable under any circumstances.

6. RECURRING AND OTHER FEES

6.1 **PAYMENT OF RECURRING FEES:** Recurring Fees shall be paid by you to us on the Payment Date and in accordance with the Manner of Payment. The Recurring Fees shall be subject to the Late Fee and Interest Fee if the same is not paid when due and shall be paid by you to us. Our failure to timely invoice you shall not relieve you of your obligation to pay Recurring Fees and Late Fees. Payment of any Other Fee or Interest Fee does not excuse or diminish your obligation to pay us any Recurring Fee. All Recurring Fees are non-refundable.

6.2 **PAYMENT OF OTHER FEES:** Except as specifically provide elsewhere in this Agreement, Other Fees shall be paid by you to us within 10 days after the Other Fee has been assessed and in accordance with the Manner of Payment. We may provide you written notice of the assessment of Other Fees in the ordinary course of business. The Other Fees shall be subject to the Interest Fee if the same is not paid when due. Our failure to timely invoice you for Other Fees does not relieve you of your obligation to pay the Other Fees. All Other Fees are non-refundable.

6.3 **NSF FEE:** You shall pay us the NSF Fee if any Recurring Fee or Other Fee is returned to us "Non-Sufficient Funds" by a bank or financial institution. The NSF Fee is also paid by you to us if a check, EFT or ACH is rejected by a bank or financial institution for any other reason whatsoever. The NSF Fee is non-refundable.

7. FINANCIAL STATEMENTS, INFORMATION AND AUDITS

7.1 **RECORDS:** You will establish an accounting, bookkeeping and recordkeeping system conforming to the requirements prescribed by us in the Manual. This may include the retention of daily cash register receipts, coupons, purchase orders, purchase invoices, payroll records, check stubs, bank statements, sales tax records and returns, cash receipts and disbursements, journals and general ledgers.

7.2 **REQUIRED REPORTS:** You shall adopt a 52/53 week year for income tax and financial reporting purposes. Hungry Howie's may change the period for reporting Gross Sales and paying Recurring Fees to a daily basis, weekly basis, monthly basis or some other basis and impose fees for late payments comparable to the Late Fee. If such a change is made, the Recurring Fees and Late Fee will be revised accordingly. You will submit to us, in the form prescribed by us from time to time, all of the following:

(a) After each Reporting Period and on a day designated by us, a report of the Gross Sales of the Restaurant for such Reporting Period and such other information and supporting records as may be reasonably required by us;

(b) Within 28 days after the end of each Accounting Period or such other date as may be reasonably designated by us, a Financial Statement for the Accounting Period and year to date. You shall certify the accuracy of the Financial Statement submitted to us;

(c) Within 60 days after the end of each calendar year, an unaudited annual Financial Statement and sources and uses of funds;

(d) Such additional information as we may reasonably require to determine that you are in full compliance with the terms of this Agreement, to assist you in the management or operation of the Restaurant, or to otherwise evaluate the performance of the Restaurant;

(e) Within 30 days after a written request from us, exact and complete copies of any and all tax filings required by any governmental agency or taxing authority for any period during the Term. You will execute any necessary forms for us to receive directly from any governmental agency or taxing authority, copies of any and all tax filings required by any governmental agency or taxing authority for any period during the Term;

(f) Reports on the sale of specific items sold by you, product mix, cost or expenses incurred by you or other reports at intervals and in a manner reasonably requested by Hungry Howie's;

(g) Reports on purchases made by you from any Designated Supplier or vendor. If requested by Hungry Howie's, you shall sign an authorization directing any Designated Supplier or vendor to furnish us with any information regarding purchases by you from such Designated Supplier or vendor, payments by you to the Designated Supplier or vendor and the outstanding balance due the Designated Supplier or vendor. We shall have the right to obtain any such information directly from a Designated Supplier without your advance approval; and

(h) Such additional information as we may reasonably require as necessary or desirable for us to offer or sell franchises.

You shall pay to us the FI Late Fee from the date you were required to furnish to us Financial Information, Financial Statements or other information as required in this Paragraph 7.2 until the date you furnish all Financial Statements and Financial Information requested by Hungry Howie's. The FI Late Fee is non-refundable.

7.3 ACCOUNTING AND PAYROLL SERVICES: During the first full year of operation of the Restaurant, you shall utilize, at your own cost and expense, a Designated Supplier for accounting services and for the preparation of the Financial Statements. We reserve the right to also require that you use a Designated Supplier for payroll services. After the first full year of operation of the Restaurant, you may request to use an accountant or payroll service for the preparation of the Financial Statements or payroll services other than the Designated Supplier. Any request must be in writing, and must state the name, address, telephone and email address of the accountant or payroll service you would like to use. We may conduct an investigation to determine if the accountant or payroll service can perform the tasks in accordance with our requirements.

We will not unreasonably withhold our approval and we will provide our approval or disapproval within 30 days. If we fail to timely provide any approval or disapproval, the accountant or payroll service you requested shall be deemed approved. No fee is paid to Hungry Howie's to secure approval. There is no procedure to revoke such approvals. However, if we reasonably determine that such accountant or payroll service is not performing competently and in a timely manner, we shall notify you in writing that you must change the

accountant or payroll service within a reasonable period of time. Any replacement accountant or payroll service must be approved by us.

You understand and agree our investigation or approval of the your proposed accountant or payroll service is for the sole benefit of Hungry Howie's and the benefit of the System and is not intended to express, warrant or imply a guarantee of the quality or nature of the services provided. You shall not rely on Hungry Howie's for such purposes.

7.4 AUDITS: Hungry Howie's, its agents, or other representatives shall have the right to conduct an Audit at any time. Within 30 days after notice from Hungry Howie's, you shall furnish the Financial Information to Hungry Howie's at such location as Hungry Howie's designates. You and all of your employees, contractors and accountants will cooperate with all personnel conducting the Audit.

After the Audit is completed, Hungry Howie's shall provide you with an Audit Invoice, if applicable. You shall pay us the Audit Invoice in full within 10 days after we provide you the Audit Invoice. If you fail to pay the Audit Invoice when due, Hungry Howie's will add the Interest Charge to the Audit Invoice until the amount of the Audit Invoice is paid in full.

If the Audit requires Financial Information which is not in the possession of Hungry Howie's, Hungry Howie's shall give you written notice of the Financial Information required in connection with the Audit, and the location and date of the Audit at least 30 days prior to the date of the Audit. If you do not furnish the Financial Information requested in connection with an Audit at the time and location designated by us, you shall pay to us the FI Late Fee and the Interest Charge.

7.5 EFT and ACH: You shall establish and maintain throughout the Term of this Agreement an account with a state or federally chartered financial institution, which account shall be the only account into which you regularly deposit Gross Sales from the Restaurant. You will then immediately upon our request deliver and execute all documents and authorization deemed necessary by us or the financial institution where you maintain any such account permitting us to EFT any payments due to us under this Agreement via ACH. You may also be required by us to deliver and execute such documents and authorizations to a Marketing Fund or an entity that we establish or administer under the provisions of Paragraph 12.

If any Recurring Fee is based on Gross Sales or some other figure which you must report to us and you fail to report this figure in a timely fashion then we shall have the power to EFT from such account the amount which we shall deem to be a reasonable approximation of the sum owed to us. The transfer of funds in this manner shall not in any way relieve you of the obligation to pay any amounts owing should the transferred funds be less than the actual amount owing by you or if sufficient funds are not available for transfer from said account. You will still be required to submit full and complete reports as required by Paragraph 7.2.

7.6 ELECTRONIC DATA TRANSFERS: We may require you to file any and all reports to us via an electronic data transfer system which shall be prescribed by us. All data shall be transferred in a form compatible with our system and in accordance with Paragraph 9.6.

7.7 CREDIT REPORTING: You hereby authorize us to report to any credit reporting facility any past due or current amounts owing under this Agreement or any other amount owing to us or our affiliates.

7.8 FURNISHING OF FINANCIAL DATA: Hungry Howie's shall have the right to furnish all Financial Information, Financial Statements and other information regarding you to your prospective Transferee or a prospective Transferee of any of your stockholders, partners or members. Hungry Howie's may furnish to all franchisees information regarding all franchisees including, but not limited to, sales, cost of goods sold and expenses and Hungry Howie's may identify you by name, location and/or store number in its disclosure of such information to all other franchise owners.

8. RESTRICTIONS ON THE SALE AND SOURCES OF PRODUCTS AND SERVICES

8.1 SALES OF ONLY MENU ITEMS: You must sell all Menu Items at the Restaurant. You are only permitted to sell Menu Items at the Restaurant. We may from time to time at our discretion revise Menu Items, including adding, deleting or altering the Menu Items or any recipe, ingredients or method of preparation.

8.2 PACKAGING OF MENU ITEMS: You shall only use the Packaging in the sale and dispensing of Menu Items. We may from time to time at our discretion revise the Packaging, including adding, deleting or altering the Packaging.

8.3 STANDARDS AND SPECIFICATIONS OF APPROVED ITEMS: You shall not purchase, utilize, dispense or sell any Menu Item, Packaging or other product or service that does not conform to the System. All Menu Items sold by you shall be fresh and wholesome. You shall not sell or utilize any food or ingredient purchased at a railroad or truck salvage or any other type of salvage or auction.

8.4 PURCHASE OF INGREDIENTS AND SUPPLIES: You must purchase all products, ingredients, equipment, supplies and materials, whether perishable or non-perishable, including but not limited to our trade secret spices and crust flavors, cheeses, meats, vegetables, dough mix, flour, sauce, beverages (prepackaged and post-mix), Packaging, uniforms, signage, menu boards, printed materials, posters and menus, only from a Designated Supplier. All ingredients and supplies and Packaging purchased must be used only at the Restaurant and you shall not resell, transfer or share the ingredients or supplies or Packaging with any other party. You shall promptly and fully pay any Designated Supplier.

8.5 PRICE OF APPROVED ITEMS: Hungry Howie's shall have the power to exercise certain rights with respect to the prices at which Menu Items are to be sold by you. To the fullest extent permitted by law, these rights may include (without limitation) prescribing, limiting or recommending the maximum and/or minimum prices at which you may sell Menu Items and/or your marketing or advertising of specific prices for some or all Menu Items which you must observe. Hungry Howie's shall also have the power to direct certain Marketing, promotional and related campaigns in which you must participate and which may directly or indirectly impact menu prices (such as "buy one, get one free") and otherwise mandate, directly or indirectly, the maximum and/or minimum prices which you may charge for Menu Items. Hungry Howie's may engage in any such activity either periodically or throughout the Term of this Agreement. Hungry Howie's may engage in such activities only in certain geographic areas and not others. You acknowledge that the prices Hungry Howie's prescribes or suggests may or may not optimize the profitability of the Restaurant and you irrevocably waive any and all claims arising from or related to Hungry Howie's prescription or suggestion of prices for Menu Items.

8.6 USE OF DESIGNATED SUPPLIER: In addition to the terms or conditions found elsewhere in this Agreement, the designation by us and use by you of a Designated Supplier shall be subject to all of the following:

- (a) We may name ourselves or our affiliates as a Designated Supplier;
- (b) We may name a Designated Supplier with restrictions or conditions on the designation or use of such Designated Supplier, including geographic location, product or services to be offered, quantity or quality of products or services to be provided, duration, exclusivity or other restrictions or conditions as we deem appropriate from time to time in our discretion;
- (c) We, or our designee, is permitted to, and are the only parties authorized to, negotiate pricing for products or services on behalf of the System and you are not permitted or authorized to negotiate pricing on behalf of the System;
- (d) We make no guaranty, warranty or promise that we will obtain the best pricing or most advantageous terms on behalf of the System;
- (e) Your purchases from the Designated Supplier will be at prices and under terms in effect at that time and as established by the Designated Supplier, and you acknowledge that the Designated Supplier has the right to change its prices or terms from time to time without notice;
- (f) Neither we nor the Designated Supplier is required to provide you any extension of credit and all payment terms, unless otherwise agreed to with the Designated Supplier, shall be COD;
- (g) Any approval of a Designated Supplier is not a blanket approval of the products or services the Designated Supplier may provide, but shall only be for specific products or services sold by that Designated Supplier as approved by us;
- (h) If we determine in our discretion, such Designated Supplier has violated any agreement with us, or the products or services no longer meet our standards or specifications, we may at any time revoke our approval of a Designated Supplier, or of any particular product or services provided by a Designated Supplier. Upon receipt of written notice of such revocation, you shall cease purchasing or using any disapproved Designated Suppliers, products or services;
- (i) You acknowledge that we and/or our Designated Supplier may make a profit on goods, products and/or services sold or leased to you or used by you, and such profit may vary from time-to time. You also acknowledge that we may receive or charge a fee or other form of remuneration or consideration from a Designated Supplier or vendor with respect to the sale or lease of goods, products or services to you or used by you. Any fee, remuneration or consideration may or may not be related to services performed by us. Subject to applicable law, we will be entitled to retain such fee, remuneration, consideration or profits as described in this Paragraph 8.6 (i);
- (j) You shall pay the Designated Supplier directly and promptly when due all invoices, accounts and debts of the Restaurant under then-current payment terms and conditions of the Designated Supplier;

(k) If you fail to make any payment in full when due as required under this Agreement, we or the Designated Supplier reserve the right, among other remedies, to: (i) suspend or refuse shipment to you until such payment has been made in full; or (ii) require payment for any or all future shipments of products to be made COD;

(l) We provide no guarantee or warranty, expressed or implied, and are not responsible or liable if the products or services provided by a Designated Supplier fail to perform or conform to any standards or specifications that we may establish;

(m) We are not responsible or liable for any delay in the delivery of any product or services including food ingredients, beverages, fixtures, furnishings, equipment, signs, supplies and Marketing materials purchased from a Designated Supplier; and

(n) We retain the right to substitute, add/or delete Designated Suppliers at any time in our sole discretion.

9. TECHNOLOGY AND ELECTRONIC DATA

9.1 **COMPUTER EQUIPMENT AND POS SYSTEM:** You will purchase or lease and use, at your cost, integrated computer equipment and other equipment as may be described in the Manual, including a POS System. To ensure the efficient management and operation of the Restaurant and the reporting of data, you shall install the POS System and properly maintain it in good working order. You will purchase the POS System exclusively from a Designated Supplier, unless we permit otherwise in writing. The POS System shall be initially programmed and, from time to time, reprogrammed only by a Designated Supplier.

All Gross Sales shall be completed and entered through the POS System. You shall at all times use the POS System to accurately, consistently and completely capture and record Gross Sales, or other data and information that we prescribe in the Manual or otherwise. You shall take all necessary action to backup all records of Gross Sales or other data and information on the POS System at least once every 30 days or as we may otherwise designate from time to time in the Manual.

We may require you to replace the POS System or other computer equipment, and/or software every 5 years in accordance with the provisions of Paragraph 3.9. You shall update or replace software used by the POS System as directed by us, which may be on a more frequent basis than every 5 years. You shall make, or at our direction, permit a Designated Supplier to make any programming changes required from time to time by us.

We may require you to periodically deposit amounts sufficient to fund the replacement of the POS System or other computer equipment and/or software in escrow with Hungry Howie's.

9.2 **ONLINE ORDERING:** You shall at your own expense subscribe to an online ordering service provider which will permit customers to place orders using the Internet or other electronic media. This may involve integration through the POS System, and may require you to obtain additional equipment or services. We may require you to use a Designated Supplier to provide such services.

9.3 **CREDIT AND DEBIT CARDS:** You shall, at your own expense, accept credit cards, debit cards, and similar payment devices specified by us that enable purchases to be

made without the physical exchange of currency. The POS System shall include such equipment and software necessary to make the POS System capable of accepting such credit cards, debit cards and similar redemption devices. You shall, at your own expense, subscribe to any related processing services designated by us. We may require you to use a Designated Supplier to provide such services.

9.4 VIDEO SURVEILLANCE SYSTEM: Hungry Howie's may require you to purchase and utilize a video surveillance system which will allow us, or a third party designated by us, to monitor activity at the Restaurant from a site selected by us. We may require you to use a Designated Supplier to provide such products and services. Hungry Howie's may designate the manufacturer, model number and other requirements for the video surveillance system. Hungry Howie's may also require you to enter into service contracts as described in the Manual for the monitoring and maintenance of the video surveillance system. Hungry Howie's may require you to periodically deposit amounts sufficient to fund the replacement of the video surveillance system in escrow with us.

9.5 INTERNET SERVICE PROVIDER: We may require you to utilize a Designated Supplier for internet service to the Restaurant which may include secure voice and data lines, in accordance with the Manual.

9.6 CUSTOMER DATABASE: Upon request, you shall furnish us with all information regarding the customer database of the Restaurant, whether maintained in hard copy or in the computer system or POS System of the Restaurant.

9.7 ACCESS TO ELECTRONIC DATA: You will give us free and unfettered access and the right to retrieve any data or information directly from the POS System as we deem necessary, desirable or appropriate. We may retrieve this data or information electronically and manually. Such data or information may include electronically polling the daily sales, menu mix, carry-out, delivery or online ordering mix and other data or information of the Restaurant.

You will provide any assistance, equipment, software and programming required to bring and maintain the POS System and the Restaurant on-line with any computer system that we designate for the electronic transfer of data required by us via high speed internet connection or the fastest data exchanger available within the designated market. You shall pay the telephonic or other data transmission costs of such retrieval. We may also require you to furnish certain data in hard copy, via an electronic file transfer, on CD, flash drive or similar device. While retrieving any data and information we shall take reasonable precautions to protect the security of your POS System. We may retrieve any data and information at intervals and times we determine, and without any advance notice to you. All data and information provided to Hungry Howie's, whether electronically retrieved or otherwise received, will become Hungry Howie's property and may be used by us in any manner we consider appropriate.

9.8 ACCESS TO COMMUNICATION: Hungry Howie's may require you, at your expense, to maintain a designated email address and to have computer equipment which will allow you to access to the communication system established by us.

9.9 TECHNICAL SUPPORT: You shall acquire ongoing technical support, maintenance or service contracts and software upgrades and updates as specified in the Manual for any computer, POS System or other software or hardware require by the Manual.

9.10 PCI DSS COMPLIANCE: You are required, at you own time and expense, to continually meet the most current PCI DSS compliance standards and provide documented proof of compliance as outlined in the Manual. We may require you to use a Designated Supplier to provide such services.

9.11 SOFTWARE LICENSING: If required by us in connection with software for the POS System, you will enter into, and abide by, any software or similar licensing agreements with a Designated Supplier or any third-party software publisher or vendor.

9.12 CHANGES IN TECHNOLOGY: You acknowledge that changes to technology are dynamic and not predictable or definable within the Term of this Agreement. In order to provide for inevitable but unpredictable changes to technological needs and opportunities, Hungry Howie's has the right to establish, in writing, reasonable new standards to address new technologies and to implement those changes into the System. You shall abide by any new reasonable standards established by Hungry Howie's and you shall pay all fees associated with such new reasonable standards.

9.13 CUSTOMER DATA AND PRIVACY POLICIES: You agree that the Restaurant may have access to or be provided with certain customer information, including the name, address, age, order or sales information or other data which may or may not be private or of a sensitive nature ("Customer Information"). You agree to take all commercially reasonable precautions and institute policies to protect and safe guard Customer Information in a commercially reasonable manner. You also agree to abide by any laws or regulations concerning Customer Information. You also agree to abide by any privacy policies that Hungry Howie's may publish or institute with respect to Customer Information.

10. YOUR OBLIGATIONS

10.1 NAME OF THE RESTAURANT: You shall operate the Restaurant exclusively under the Marks as we may designate from time to time in accordance with Paragraph 14.1.

10.2 OWNER OPERATOR'S BEST EFFORTS AND PERSONAL INVOLVEMENT: The Owner Operator shall diligently devote his best efforts to the operation of the Restaurant. The Owner Operator shall be personally involved in the regular conduct, management and operation of the Restaurant on a frequent and ongoing basis. The Owner Operator shall not be changed without the prior written consent of Hungry Howie's.

10.3 MANAGEMENT AND OPERATION OF THE RESTAURANT: The Owner Operator or a Manager shall be at the Restaurant when the Restaurant is opened and operating for business. If you are a Multiple Unit Owner, you must appoint a Manager. You or the Owner Operator may delegate the day to day operations of the Restaurant to a Management Company. However, such delegation of authority shall not in any way relieve you of any of your duties or obligations under this Agreement. If you delegate the day to day operations of the Restaurant to a Management Company, either you or the Management Company must appoint a Manager. Furthermore, you are solely responsible for controlling and monitoring the Management Company.

You may submit to us the name of a Management Company, along with any reasonable information that we may request with respect to the business experience, reputation or financial background of the Management Company in such a manner and in such detail as we prescribe from time to time, for approving a Management Company. We shall have 30 days

after receipt of all requested information to object to the Management Company. If we fail to object within 30 days, then you shall be permitted to delegate the day to day operations of the Restaurant to the Management Company which you have submitted. Our failure to object to the Management Company which you submitted shall be deemed an approval by us, but shall not be considered a representation or guaranty of the effectiveness of the Management Company. If we object to the Management Company, you shall not be permitted to utilize the Management Company. Although we may have approved the Management Company in the past, this does not mean that the Management Company is approved for any future time period. Also, if we approve the Management Company for another franchisee we may, in our sole discretion, object to the use of the Management Company for you.

If the Owner Operator is not or will no longer be personally involved in the regular conduct, management and operation of the Restaurant on a frequent and ongoing basis for a period of more than 7 consecutive days, you shall notify us in writing within 7 days, and such notification shall include the name of another individual Owner as the Owner Operator. If we do not approve, in writing, the replacement Owner Operator within 30 days after the date on which the Owner Operator is no longer personally involved in the conduct and operation of the Restaurant, this Agreement shall automatically terminate. If Hungry Howie's approves a replacement Owner Operator, that person must attend and successfully complete the next scheduled Initial Training Program described in Paragraph 3.7.

If a Manager ceases to be involved in the management of the Restaurant for a period of more than 7 consecutive days, you shall notify us in writing within 7 days. The notification shall include the name of a replacement manager and such person must attend and successfully complete the next scheduled Initial Training Program described in Paragraph 3.7.

The Owner Operator or Manager must be fluent in the English language and must be able to adequately communicate (oral and written) with customers, employees, representatives of relevant government agencies and others.

10.4 CONTINUOUS OPERATIONS: You shall make a reasonable and good faith effort to complete construction and/or remodeling of the approved location, and have the Restaurant opened for business as soon as possible but in no event later than as required in Paragraphs 18.2 and 18.3.

After the Restaurant is opened for business and unless prevented by a Casualty, you shall continuously and without interruption operate the Restaurant at the approved location during the entire Term. Unless prevented by a Casualty, you shall be deemed to have abandoned the Restaurant if you fail to operate the Restaurant for 3 or more consecutive days.

If there is a Casualty you will notify us as soon as possible, but in no case more than two days from the date of the Casualty.

10.5 HOURS OF OPERATION: Subject to any limits imposed by local laws or ordinances, the Restaurant shall be opened for business according to hours of operation prescribed in the Manual. Subject to local laws or ordinances, Hungry Howie's may require you to expand or otherwise modify the Restaurant's hours of operation. Any such expansion of hours shall, to the extent possible, be standard in the System. Notwithstanding the forgoing, if the Restaurant is located on or adjacent to a college campus, in a central business district or in another area which, in the sole discretion of Hungry Howie's, warrants hours of operation in addition to or other than those in the Manual, Hungry Howie's may require you to expand or

otherwise modify the Restaurant's hours of operation. The Restaurant shall be opened and operating every day of the year, subject to local law, except days designated as holidays by Hungry Howie's. You must obtain the prior written consent of Hungry Howie's if the Restaurant is opened for business less than the number of hours and/or days than those which are required in the Manual.

10.6 DELIVERY SERVICE: Subject to the restrictions below, you shall deliver Menu Items to customers who request delivery during the Restaurant's hours of operation, unless prevented from doing so by a Force Majeure. You shall not offer delivery service to any customer unless deliveries can be made within a reasonable period of time and you are able to maintain the quality of the product delivered in accordance with the System.

You must ensure that all vehicles used in the course of business are in good repair, meet at least meet minimum governmental standards for safety if owned or leased by you and shall be operated solely by persons who are properly licensed to operate such vehicles.

You shall make a diligent effort to ensure that your employees will strictly comply at all times with all traffic laws, regulations and rules, use due care and caution in the operation of delivery vehicles and maintain all delivery vehicles in good condition and repair.

10.7 PRODUCT AND SERVICE RESTRICTIONS: You shall abide by any restrictions on the sale or source of products or services as provide for in Paragraph 8.

10.8 EMPLOYEE RELATIONS: You shall comply with any applicable laws or regulations, including those related to hiring, firing, training, wage and hour compliance, record keeping, supervision and discipline of employees and health and safety laws and regulations.

10.9 SERVICE AND UNIFORM REQUIREMENTS: You will take all steps necessary to ensure that your employees are properly trained and render competent, conscientious, sober, prompt, courteous and knowledgeable service so as to permit you to meet such minimum standards as may be established by us from time to time to preserve good customer relations with the patrons of the Restaurant. You and your employees will handle all customer complaints, refunds, returns and other adjustments in a manner that will not detract from the name or goodwill of Hungry Howie's and the System.

All employees shall present a neat and clean appearance while engaged in the operation of the Restaurant. All employees shall wear uniforms conforming in color and design to the System.

10.10 DISPLAYS: In the dispensing and sale of products and services from the Restaurant, you shall only use sign cards, notices, displays and decorations as are uniform in the System and produced using sources from the Hungry Howie's visual asset library.

10.11 NO VENDING, VIDEO, OR PINBALL MACHINES: You will not permit vending, slot, video, pinball or similar machines or games to be located at or in the Restaurant.

10.12 GOVERNMENT COMPLIANCE AND TAXES: You shall comply with all federal, state, county and city statutes and ordinances, and with all regulations of any governmental body which might directly or indirectly affect the operation of the Restaurant. You will timely pay all taxes assessed by any taxing authority, federal, state or local, against the Restaurant or the personal property used in the operation of the Restaurant.

You will pay to us the amount of all sales taxes, use taxes, personal property taxes and similar taxes that any taxing authority within your state(s) imposes on or seeks to collect from us on account of your Gross Sales or on account of any Recurring Fee collected by us from you, but excluding our ordinary income taxes or our receipts taxes arising out of Recurring Fees and Other Fees due or paid from you or us. We are permitted to collect from you any imposed taxes in the same manner as Recurring Fees or to direct you to make those payments directly to the applicable taxing authority.

10.13 INDEPENDENTLY OWNED POSTING: You shall conspicuously post at the Restaurant a notice that the Restaurant is "INDEPENDENTLY OWNED AND OPERATED".

10.14 INSURANCE: You will, at your own expense, obtain and maintain in effect during the entire Term, the various forms and coverage of insurance for the Restaurant as specified in Paragraph 13.

10.15 NOTICE OF LEGAL ACTIONS: You shall notify Hungry Howie's in writing within 7 days of the commencement of any action, suit or proceeding or of the issuance of any order, writ, injunction, award or decree of any court, agency or other governmental instrumentality which in any way relates to the Restaurant or the Lease for the Restaurant or that may adversely affect your financial condition or your ability to meet your obligations under this Agreement.

10.16 ACTIONS AFFECTING THE LEASE: You shall not cancel, terminate or assign the Lease or sublet the Restaurant or attempt to take any such action, without providing Hungry Howie's written notice of your intended action at least 30 days prior to taking or attempting such action. You shall provide written notice to Hungry Howie's within 7 days after you exercise any option to extend your Lease for the Restaurant.

10.17 TELEPHONE NUMBER(S): The telephone number or numbers of the Restaurant shall be listed under the name of "HUNGRY HOWIE'S." You will provide all funds necessary for any required deposit and you shall pay all telephone charges when due. At the time this Agreement is signed, you shall execute an Assignment of Telephone Numbers in a form substantially the same as **Attachment E**. Hungry Howie's shall have the power to date the Assignment of Telephone Numbers and to insert any missing information required to make the Assignment of Telephone Numbers complete and effective.

10.18 MEETING ATTENDANCE: The Owner Operator shall attend all meetings of franchisees periodically held by Hungry Howie's. Hungry Howie's shall provide you with adequate notice of the time, date, and location of each franchise meeting. You shall bear all expenses related to attendance at such meetings, including but not limited to, wages, travel, meals and lodging. You shall pay us the Annual Meeting Fee for each annual meeting which is not attended by the Owner Operator.

10.19 INSPECTIONS: You shall permit, cooperate and allow us to conduct at any reasonable time (with or without notice) any inspections of the Restaurant or test of equipment, products, supplies, methods of production, merchandising and any books or records related to the operation of the Restaurant. You shall permit us to confer with your employees and customers in the conduct or such inspections. At no point shall you interfere with an inspection.

During the Term, we may at our discretion, provide you written reports, evaluations, inspections or recommendations concerning the System. You will be obligated to make

adjustments, changes and modifications to obtain compliance with the System in accordance with such written reports, evaluations, inspections or recommendations.

11. OUR OBLIGATIONS TO YOU

11.1 PRE-OPENING OBLIGATIONS: Prior to the Restaurant opening for business Hungry Howie's shall do all of the following:

(a) Provide consent and approval for the location of the Restaurant in accordance with Paragraph 3.1;

(b) Provide general advice, guidance and assistance on the selection of a location for the Restaurant in accordance with Paragraph 3.2;

(c) Provide general advice, guidance and assistance on the negotiation of the Lease for the Restaurant in accordance with Paragraph 3.3;

(d) Provide general advice, guidance and assistance on developing and preparing the Drawings for the Restaurant in accordance with Paragraph 3.5;

(e) If applicable, approve or disapprove the Alternate Architect within 30 business days after the request in accordance with Paragraph 3.5;

(f) Inspect the Restaurant to determine if it has been constructed in conformity to the approved Drawings and the System in accordance with Paragraph 3.6;

(g) Make available to you the Initial Training Program in accordance with Paragraph 3.7;

(h) Designate the opening date of the Restaurant in accordance with Paragraph 3.8;

(i) Provide initial advertising and grand opening promotions in accordance with Paragraph 12.11; and

(j) Loan you one copy of the Manual in accordance with Paragraph 15.1.

11.2 POST-OPENING OBLIGATIONS: After the Restaurant is open for business and during the Term, Hungry Howie's shall do all of the following:

(a) Notify you in writing of the Upgrades that we require in accordance with Paragraph 3.9;

(b) If you desire or are required to relocate the Restaurant, we will provide location selection assistance in accordance with Paragraph 3.12 or 3.13;

(c) Not establish, operate or franchise any other Hungry Howie's Unit within the Territory as provided in Paragraph 3.14;

(d) Make the Continuing Training Program available in accordance with Paragraph 3.7;

(e) Provide the identity of any Designated Supplier in accordance with Paragraph 8;

(f) Administer, implement and provide approvals for the Marketing Funds and Marketing in accordance with Paragraph 12;

(g) Cooperate with you to protect the System against the infringement of the Marks. Hungry Howie's shall defend you against any claim, demand or suit against you concerning the Marks in accordance with Paragraph 14.5; and

(h) Provide approval or consents for Transfer in accordance with Paragraph 17.2.

12. MARKETING

12.1 **MARKETING FUNDS IN GENERAL:** You shall contribute the National Marketing Fee, the Regional Marketing Fee and the Local Marketing Fee to the Marketing Funds. We may have other funds similar to the Marketing Funds that serve the same purpose as the Marketing Funds. We may use these funds in replacement of or in addition to the Marketing Funds at our sole discretion and these replacement or additional funds shall become Marketing Funds. You shall contribute to the Marketing Funds as we direct. We may designate Marketing Funds by any other names. You acknowledge that currently, we receive monies from other franchisees that have similar but not identical provisions in their respective Franchise Agreements, and you agree that your contributions to any of the Marketing Funds may be combined with contributions made by other franchise owners to conduct Marketing. We will decide how the Marketing Funds will be established, under what type of entity and how the Marketing Funds will be structured and operate. We shall administer, manage, operate, form, change, dissolve or merge any Marketing Funds in our sole discretion.

In the administration or operation of any of the Marketing Funds, a reasonable amount of overlap may occur between your Territory and the territory of other franchise owners. There may be crossover into the territory of other franchisees and, as a result, your expenditures may benefit other Hungry Howie's Units. You also understand that the sale of additional franchises benefits the System, and that provided that such use is incidental, Marketing by the Marketing Funds may be used for the sale of Hungry Howie's franchises.

Other than as specifically provided in this Paragraph 12, we are not required to spend any amounts on Marketing in the area or for the direct benefit of the Restaurant.

12.2 **ADMINISTRATION OF MARKETING FUNDS:** We shall maintain funds paid by franchisees to the Marketing Funds or income from the Marketing Funds in separate accounts from those used by us for our regular business. All contributions and earnings to the Marketing Funds shall be used to meet the costs of Marketing and administrative expenses as described below. You acknowledge that the Marketing Funds are intended to further general public recognition and acceptance of the Marks for the benefit of the Restaurant and the System.

For the expenditure of the Marketing Funds, we have no obligation to: (i) make expenditures which are equivalent or proportionate to your contributions; (ii) insure that the Restaurant benefits directly or pro rata from the placement of Marketing; or (iii) that any Marketing directly benefits the Restaurant.

Unless specifically provided elsewhere in this Paragraph 12, we shall have sole discretion over the creative concepts, materials, media, placement and allocation resources and funds used by the Marketing Funds for Marketing.

On an annual basis, we may expend or allocate up to 20% of monies collected by the Marketing Funds or a cooperative as formed under Paragraph 12.9 below, for reasonable salaries, administrative costs and overhead, if any, as we may incur in connection with administration, management or operation of the Marketing Funds or a cooperative. This 20% does not include the cost of employing independent contractors or agencies to administer, create, distribute, place, publish or otherwise provide products or services to the Marketing Funds or cooperatives.

The Marketing Funds or cooperatives may borrow money and pay interest or establish credit from Hungry Howie's or other entities. Payments of interest may be deducted from the Marketing Funds or cooperatives. We may receive money from the Marketing Funds for goods and services provided to the Marketing Funds.

Certain vendors may contribute money for Marketing. There is no requirement or assurance that such vendors will continue to contribute money for Marketing. Hungry Howie's may direct amounts contributed by vendors and designated for Marketing to the Marketing Funds.

We shall use good faith efforts to expend the monies in the Marketing Funds during the fiscal year in which the contributions are made. However, we may retain a reasonable reserve for future Marketing, repayment of debt and other reasonable business needs in the next fiscal year(s). Although the Marketing Funds are intended to be of perpetual duration, we retain the right to: (i) terminate or replace any of the Marketing Funds at any time; (ii) direct the monies in any of the Marketing Funds to another entity, provided that the monies are used for Marketing; (iii) to terminate the Marketing Funds or name another designee to administer or operate the Marketing Funds; or (iv) change or alter the entity that administers the Marketing Funds. The Marketing Funds shall not be terminated unless, at our discretion, all funds in the Marketing Funds have been expended for Marketing, any unused portion of funds held by the Marketing Funds is transferred to another designee or the unused portion of funds held by the Marketing Funds is refunded to the then-existing franchisees on a pro rata basis based on their actual contributions.

We are not required to provide audited financial statements for the Marketing Funds or any cooperatives that we establish under this Paragraph 12. However, within 120 days after the end of each fiscal year, upon your request we will provide an annual financial statement indicating the general use and expenditure from the Marketing Funds for each fiscal year.

12.3 ALTERNATE CALCULATION/COLLECTION METHODS: We may establish alternate methods of calculating or collecting any of the Marketing Fees. Alternate methods may include collecting a price differential from you on the price of certain products or services that are required to be purchased by you as part of the System. If an alternate method is used to calculate or collect the Marketing Fees, then on an annual basis we shall compare such amounts collected to the Marketing Fees. We may collect any deficiency from you or refund you any excess amount collected from you. You must pay any deficiency within 30 days after receipt of the invoice. Failure to pay any deficiency in a timely manner will subject the deficiency to the Late Fee and Interest Fee.

12.4 ADVERTISING AND MARKETING MATERIALS: All Marketing materials (including coupons) that you desire to use shall be either produced utilizing our visual asset library or subject to our prior written approval. If you wish to use Marketing materials not produced using our visual asset library or which have not been approved by us in writing, you must submit samples of proposed Marketing materials for our approval prior to their production, distribution or use. If we fail to object to any prospective Marketing materials within 10 days from the date we receive such Marketing materials, any failure to object to the Marketing materials submitted by you shall be deemed an approval by us, but shall not be considered a representation or guaranty of the effectiveness of the Marketing materials submitted by you. We shall have the right to revoke any previous approval or object to the use of any Marketing materials by you at any time, even if we previously approved the use of such Marketing materials. You shall not be permitted to use or shall discontinue the use of such Marketing materials that we revoked or object to immediately after we provide you notice of such action in writing.

Submission of any proposed Marketing materials in accordance with this Paragraph 12.4 shall be in a manner that we prescribe from time to time in the Manual.

12.5 NO FIDUCIARY DUTY: Nothing contained in this Paragraph 12 shall be construed as creating a fiduciary, trust or similar obligation on Hungry Howie's in the administration, management or operation of the Marketing Funds.

12.6 NATIONAL MARKETING FEE: You must pay the National Marketing Fee. We will remit the National Marketing Fee to a National Marketing Fund. The National Marketing Fund will be administered in accordance with this Paragraph 12.

12.7 REGIONAL MARKETING FEE: You must pay the Regional Marketing Fee. We will remit the Regional Marketing Fee to a Regional Marketing Fund. The Regional Marketing Fund will be administered in accordance with this Paragraph 12.

12.8 LOCAL MARKETING FEE: You must pay the Local Marketing Fee. We will remit the Local Marketing Fee to a Local Marketing Fund. The Local Marketing Fund will be administered in accordance with this Paragraph 12.

At our sole discretion and upon your written request, after your Restaurant has been open to the public for at least one year, we may grant you an exemption from contributing the Local Marketing Fee to the Local Marketing Fund. However, you must spend the Local Marketing Fee in accordance with a Local Marketing Plan. If you are granted an exemption, as provided above, 30 days prior to the beginning of each calendar quarter, you shall submit to us a Local Marketing Plan. Materials developed and methods of distribution, including media and vendors, proposed in your Local Marketing Plan, must be approved by us. The Local Marketing Plan shall be submitted to us in a manner and in such detail as prescribed by us from time to time in the Manual. We shall have 30 days after receipt of the Local Marketing Plan to object to all or a portion of the Local Marketing Plan. If we fail to object within 30 days, then you shall spend the Local Marketing Fee in accordance with the Local Marketing Plan which you submitted. Any failure to object to the Local Marketing Plan shall be deemed an approval by us, but shall not be considered a representation or guaranty of the effectiveness of the Local Marketing Plan. If we object to the Local Marketing Plan, you shall make changes as reasonably prescribed by us. Although we may have exempted you from contributing the Local Marketing Fee to the Local Marketing Fund, we may at our discretion revoke this exemption upon

30 days written notice to you. Also, although we may have approved your Local Marketing Plan in the past, this does not mean that the Local Marketing Plan is approved for any future time period.

If you have been exempted from contributing the Local Marketing Fee to the Local Marketing Fund, from time to time, we may Audit the expenditures and implementation of the Local Marketing Plan to determine if you are spending the full amount of the Local Marketing Fee and/or following the approved Local Marketing Plan. You shall maintain for inspection all agreements, bills, invoices, canceled checks and other records necessary to document the Local Marketing Fee and Local Marketing Plan. We may elect to collect the Local Marketing Fee in any manner described in Paragraph 6.1 upon 10 days prior notice, if you fail to: (i) spend the entire Local Marketing Fee in a manner approved by us; or (ii) substantially follow the Local Marketing Plan.

We shall make a good faith effort to spend the Local Marketing Fee that we collect on your behalf in a manner that shall be calculated in our discretion to benefit the Restaurant. The expenditure of the Local Marketing Fee on your behalf, or any advice, guidance or assistance we may provide in the development of a Local Marketing Plan is not intended to express, warrant or imply: (i) a guarantee of the success of any Local Marketing Plan; (ii) a judgment as to the likelihood of success that you may achieve at the Restaurant; (iii) the desirability of a Local Marketing Plan compared to other Marketing that may have been conducted to benefit the Restaurant or that may be available; (iv) that we secured the most advantageous terms and conditions for the expenditure of any Local Marketing Fees; or (v) that the Local Marketing Fee is expended in the most advantageous manner to the Restaurant.

12.9 COOPERATIVES: We have the right, but not the obligation, to designate any geographical area for purposes of establishing regional or local cooperatives and to determine whether a cooperative is applicable to the Restaurant. If we establish a cooperative, you must be a member and participate in the cooperative in accordance with the rules governing the cooperative that we may establish from time to time. We may direct that all or a portion of your Regional Advertising Fee or Local Advertising Fee be deposited into the cooperative. Each cooperative will be organized for the purpose of administering Regional Marketing Funds and Local Marketing Funds and conducting Marketing for members of the cooperative. We shall administer, manage, operate, form, change, dissolve or merge any cooperative in our sole discretion. It is our intention to define cooperative areas and whether a cooperative is applicable to the Restaurant by DMA, but we reserve the right to define it in a different manner.

12.10 INDEPENDENTLY OWNED AND OPERATED: You shall include the following language in all advertising: "Stores are independently owned and operated."

12.11 GRAND OPENING: We will use the Franchise Grand Opening Fee to pay the costs of promoting the opening of the Restaurant. The Franchise Grand Opening Fee will be used by us in any manner which we in good faith deem proper and effective for that purpose.

12.12 REOPENING MARKETING FEE: If the Restaurant: (i) relocates; (ii) closes for any reason and re-opens; or (iii) a Transfer takes place in accordance with Paragraph 17.2, you must pay the Re-Opening Marketing Fee. You shall deposit the Re-Opening Marketing Fee with us on the date the Restaurant relocation is approved by us, when a re-opening date is submitted to us for our consent or when a Transfer is approved. At our discretion, we will use the Re-Opening Marketing Fee on Marketing that is designed to promote, as the case may be, the new location, re-opening or new ownership of the Restaurant.

12.13 SOCIAL MEDIA AND INTERNET MARKETING: The Manual will establish standards and specifications for your use of Social Media. You must strictly abide by these standards and specifications. Such standards and specifications may be changed from time to time.

You must obtain our prior written consent to use, register, maintain, or sponsor any Social Media. You shall not allow your customers to view Social Media unless you have received advance written approval from us. You shall be responsible for any content you post to Social Media. We will be and at all times remain the sole owner of the copyrights for all materials which appear on Social Media.

12.14 GIFT CARD AND LOYALTY CARD PROGRAMS: We may require you, at your own expense, to participate in the Gift Card Program. We may require you to:

- (a) Purchase the software, hardware, blank cards, and other items needed for the Gift Card Program, from a Designated Supplier;
- (b) Obtain additional equipment as part of its POS System;
- (c) Pay such monthly and per-swipe transaction fees as may be required by a Designated Supplier of the Gift Card Program; and
- (d) Not sell, issue, utilize or redeem gift cards or loyalty cards other than the gift cards and loyalty cards approved by us.

The Manual will establish any and all rules, guidelines, standards and specifications regarding your use, distribution and redemption of the Gift Card Program.

12.15 PROMOTIONAL PROGRAMS: You acknowledge that periodic rebates, giveaways and other promotions and programs are an integral part of the System. Accordingly, you may be required, at your sole cost and expense, from time to time, to issue and offer such rebates, giveaways and promotions in accordance with any reasonable advertising programs we establish. You will honor any rebates, giveaways and other promotions we issue, so long as none of the above violates regulations and laws of the appropriate governmental authorities.

13. INSURANCE AND INDEMNIFICATION

13.1 INSURANCE COVERAGE: You shall at all times maintain the following insurance coverage:

- (a) Workers' compensation and occupational disease insurance with minimum limits as prescribed by law;
- (b) Comprehensive general liability insurance, including products liability coverage of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate;
- (c) Employers' non-owned and hired automobile liability insurance with the highest attainable limit available in the state in which the Restaurant is located but not less than \$500,000.00 per occurrence;
- (d) Business interruption insurance with a minimum coverage of 180 days, with minimum amounts set in the Manual;

(e) Business property insurance, including equipment, furniture, fixtures and improvements, at a minimum coverage of replacement cost value; and

(f) Other insurance as may be reasonably required by us.

13.2 INCREASE IN COVERAGE LIMIT: From time to time and in our sole discretion, we shall have the power to change the type of insurance coverage required and the limits, including increases to the coverage limit. We may inform you of such changes through changes in the Manual or otherwise.

13.3 PREMIUMS: All premiums for insurance described in this Paragraph 13 shall be paid by you.

13.4 POLICIES AND CARRIERS: All insurance policies and insurance carriers are subject to our reasonable approval. Each insurance policy shall:

(a) Name Hungry Howie's as an additional insured;

(b) Provide us with 30 days' notice prior to cancellation or material alteration of such insurance coverage or policies;

(c) Give us the right to pay any premium due to avoid cancellation of such insurance; and

(d) Contain a specific provision or endorsement that, although Hungry Howie's is named as an additional insured on any public and general liability and property damage policies, we will be entitled to recover under such policies for any loss occasioned by us, our employees or agents, by reason of the negligence of you or your employees and agents.

13.5 PROOF OF INSURANCE: Before you open for business, you shall furnish us with certificates of insurance, proof of payment of premiums and copies of insurance policies, which evidence your compliance with the requirements of this Paragraph 13. In addition, you shall provide proof of insurance within 5 days of any request by us.

13.6 CONTINUED PAYMENTS DUE TO CASUALTY: You shall continue to pay the Recurring Fees even if the Restaurant is not doing business as a result of a Casualty.

13.7 RENEWAL OR REPLACEMENT POLICY: Prior to the expiration of any existing insurance policy, you shall provide proof of the renewal of such policy or the acquisition of a replacement or substitute policy.

13.8 OUR RIGHT TO SECURE: If you fail for any reason to obtain and maintain the required insurance, we have the right, but not the obligation, to obtain such insurance on your behalf in order to fully insure the Restaurant as described in this Paragraph 13. You will reimburse us as provide in Paragraph 6.2.

13.9 INSURANCE FEE: If you do not fully comply with the requirements of this Paragraph 13, we may impose the Insurance Fee, which is paid by you to us, for each Period until you have fully complied. The Insurance Fee shall be due 5 days after we issue an invoice for the Insurance Fee.

13.10 INSURANCE FROM A DESIGNATED SUPPLIER: We reserve the right and may require you to obtain casualty, liability, workers' compensation, non-owned auto and similar insurance from a Designated Supplier. We may inform you of such Designated Supplier through changes in the Manual or otherwise.

13.11 INDEMNIFICATION FOR LOSS OR DAMAGE DURING CONSTRUCTION AND OPERATION OF RESTAURANT: You shall indemnify, hold harmless and defend Hungry Howie's and its affiliates and their respective officers, directors, employees and agents from any Claims, except to the extent that such Claims result from the intentional or grossly negligent acts of Hungry Howie's and its affiliates and their respective officers, directors, employees and agents. You shall inform Hungry Howie's of any Claim within 3 days of actual or constructive knowledge of the Claim. Hungry Howie's has the right to offer, order, consent or agree to settlements or take any other remedial or corrective actions it considers expedient with respect to the Claims if, in its sole judgment, there are reasonable grounds to do so. Under no circumstance will Hungry Howie's and its affiliates and their respective officers, directors, employees and agents be required to seek recovery from third parties or otherwise mitigate a Claim. The failure to pursue recovery from third parties or mitigate a Claim will in no way reduce the amounts recoverable from you. Your obligations to indemnify, hold harmless and defend and provide notice of a Claim pursuant to this Paragraph 13.11 will survive the expiration or earlier termination of this Agreement.

13.12 NO LIMITATIONS OR ESTOPPEL: Your obligation to obtain and maintain the policy or policies of insurance in the minimum amounts specified by this Paragraph 13 will not be limited in any way by reason of any insurance that may be maintained by us nor will the performance of the obligation specified in this Paragraph 13 relieve you of your indemnification obligation provided in Paragraph 13.11.

14. SERVICE MARKS AND TRADEMARKS

14.1 OWNERSHIP AND USAGE OF THE MARKS: You acknowledge that the names "Hungry Howie's"® and "Hungry Howie's® Flavored Crust® Pizza" as well as the following commercial symbols are Marks owned exclusively by Hungry Howie's:



Substantial goodwill is associated with and attached to the Marks and the System. Any goodwill associated with the System and the Marks, including any goodwill that might be deemed to have arisen through the activities of you or the Restaurant, will inure directly and exclusively to our benefit.

Hungry Howie's and its licensees have the right to use the Marks. The Marks are licensed to you by us and you shall use the Marks only in the manner and to the extent specifically permitted by this Agreement. You do not acquire any ownership interest in the Marks as a result of this Agreement, as a result of its use of the Marks, or otherwise. We reserve the right to modify or discontinue use of any of the Marks or use one or more additional or substitute names or marks, if in our sole discretion it becomes advisable to do so. The System is identified by use of the Marks as currently designated, or as may be designated by us in the future.

14.2 EXCLUSIVITY OF THE USE OF THE MARKS: Your right to use the Marks is non-exclusive and Hungry Howie's, in its sole discretion, has the right to grant similar rights to others under such terms and conditions as it deems fit, and to operate restaurants itself under the Marks, subject only to the provisions of this Agreement.

14.3 CONTESTING THE MARKS: During and after the Term, you shall not directly or indirectly contest or aid in contesting the validity or ownership of the Marks.

14.4 CLAIMS ARISING FROM THE MARKS: You shall promptly notify us of any claim, demand or suit against us, based upon or arising from the use or attempted use of any of the Marks and or any variation of the Marks by any other person or entity.

14.5 PROTECTION FROM INFRINGEMENT OF THE MARKS: We shall defend you against any claim, demand or suit against you concerning the Marks, provided you use the Marks in accordance with the terms and conditions of this Agreement. However, we shall have the exclusive right and sole discretion regarding actions to be taken to protect against infringement of the Marks, including but not limited to decisions whether to defend against or prosecute any lawsuits. We are not obligated to take affirmative action if notified of these uses or claims. We are not obligated to protect you against unfair competition arising out of your use of the Trademarks.

14.6 USE OF THE MARKS IN BUSINESS NAMES OR SALE: In no event shall you use, cause to be used or attempt to use the words "HUNGRY HOWIE'S", "HUNGRY", "HOWIE'S", or the initials "H.H.", as part of or as your business name, or as an assumed name unless it is in the form that we shall prescribe from time to time, or as part of a domain name, homepage, electronic address or otherwise in connection with a website, without our express written consent. You may file an assumed name certificate in the state in which you do business that identifies the entity by store number. You shall not use the Marks in any public advertisements offering the Restaurant, the Restaurant Assets or any Ownership Interest for sale.

14.7 PURCHASE OF PROPERTY: You shall not purchase or acquire any property or incur any obligation or indebtedness under the name of "HUNGRY HOWIE'S" or any name other than your personal or approved business name.

14.8 NEW CONCEPTS: Any new concept, trademark, service mark, copyright, process, improvement, slogan or recipe developed in the operation of the Restaurant will become our property and we may utilize this information as we deem appropriate without compensation to you, including but not limited to disclosing it to other franchisees, filing for any trademark or service mark or copyright registration in our name alone. If you develop any new concept, trademark, service mark, copyright, process, improvement, slogan or recipe in the operation of the Restaurant, you will promptly notify us and provide us with all reasonable documentation and information without compensation as we may require.

15. THE MANUALS AND CONFIDENTIAL INFORMATION

15.1 MANUAL ON LOAN: The Manual shall, at all times, be on loan to you and shall remain our sole and exclusive property and shall be returned to us immediately upon request or upon the termination or expiration of the Term. We have no obligation to protect your right to use the Manual, nor do we have any obligation to protect you against or prosecute claims on your behalf arising out of claims of infringement or unfair competition arising out of the use of the Manual by or third parties. In the event of the loss of any Manual or your failure to return

any Manual to us immediately upon request or upon the termination or expiration of the Term, in addition to any other damages suffered by us, you shall pay us the Manual Replacement Fee per each Manual.

15.2 CONTENTS AND REVISIONS OF THE MANUALS: The Manual includes all additions, revisions, replacements and new volumes. At our discretion, we may periodically add, revise, replace, supplement and amend the Manual and convey these additions, revisions, replacements, supplements and amendments by any manner reasonably calculated by us to provide you adequate notice of these additions, revisions, replacements, supplements and amendments including publishing them in our newsletter, posting them on the Website, emails, text messages or otherwise announcing them. Any standard, specification, policy or procedure in the Manual may be modified by Hungry Howie's unilaterally under any condition and to any extent that Hungry Howie's deems necessary or advisable in its discretion to meet the competition, protect or enhance the Marks or the System, or to alter or amend the Menu Items, products or services of the System. In the event the Manual is posted to the Website, you shall access such site and shall continuously monitor the same for all additions, revisions, replacements, supplements and amendments. We shall not be required to provide specific formulations of ingredients that we deem to be a trade secret and may designate such ingredients in general terms.

15.3 CONFIDENTIAL INFORMATION: When you sign this Agreement, you and the Owners shall execute the Confidentiality Agreement in substantially the form attached as **Attachment J**. We may also require that your officers, members, managers, partners, directors, employees, contractors or suppliers execute the Confidentiality Agreement.

15.4 AGREEMENT CONFIDENTIAL: Except as provided below, the terms of this Agreement shall be confidential. You shall not divulge, disclose or discuss, directly or indirectly, the terms of this Agreement with any individual or entity, including, but not limited to, existing Hungry Howie's franchisees. Your agreement to keep the terms of this Agreement confidential shall remain in force during and after the expiration of the Term including any extensions thereto. The above shall not be construed in any way as limiting your ability to discuss or provide for review this Agreement to your professional advisors including attorneys, accountants, counselors or employees for the purpose of providing you advice or guidance in evaluating this Agreement, a New Agreement or Franchise Disclosure Document prior to or after you execute this Agreement or any New Agreement. You may also discuss or provide the terms of this Agreement to a potential Transferee, provided that you first provide 5 days advance written notice directed to Hungry Howie's "Development Department" and any potential Transferee and/or its officers, directors, shareholders, members, partners, managers and employees executes and delivers to us the Confidentiality Agreement.

16. COVENANTS

16.1 IN-TERM COVENANT: During the Term, neither you nor any Owner or Guarantor shall, directly or indirectly, through or on behalf of, or in conjunction with, any person or legal entity:

(a) Engage in any activity in competition with the System, including but not limited to involvement, whether as an owner, officer, director, employee, lender, advisor, consultant, recruiter or otherwise, of any business engaged in the sale of pizza, other than at the Restaurant;

(b) Employ, or seek to employ, any person who is at the time or was within the immediately preceding year employed by Hungry Howie's, any company affiliated with Hungry Howie's or any Hungry Howie's Unit other than those licensed to you;

(c) Furnish or permit access to our Confidential Information to any person who is engaged or has arranged to become engaged in any activity in competition with the System, including but not limited to involvement, either as an owner, officer, director, employee, lender, advisor, consultant, recruiter or otherwise, of any business engaged in the sale of pizza other than at the Restaurant;

(d) Divert or attempt to divert any business or customer from Hungry Howie's or any Hungry Howie's Unit;

(e) Construct, equip, help, aid or assist any person or entity in the construction of or equipping of any premises incorporating the trade dress, distinctive features or equipment layout of Hungry Howie's; or

(f) Solicit any franchise candidate to purchase or transfer the Restaurant or your rights to this Agreement or your Territory if you come into contact or communication with a prospective franchise candidate of Hungry Howie's, including but not limited to an instance in which you or your Owners are contacted by a prospective franchisee candidate during said candidate's validation process with Hungry Howie's.

If any court of competent jurisdiction determines that this covenant is unenforceable because it is too broad, the scope of this covenant shall be deemed to be automatically restricted to the extent necessary to be considered enforceable by such court.

16.2 POST-TERM COVENANT: Regardless of the cause (whether by expiration, termination or Transfer), for a period of 12 months after the Term, neither you nor any Owner or Guarantor shall, directly or indirectly, through or on behalf of, or in conjunction with, any person or legal entity:

(a) Engage in the sale of pizza within 5 miles of (i) the Restaurant or (ii) any Hungry Howie's Unit;

(b) Divert or attempt to divert any business or customer from any Hungry Howie's Unit;

(c) Employ or seek to employ any person who is at the time or was within the preceding year employed by Hungry Howie's, any company affiliated with Hungry Howie's or any Hungry Howie's Unit other than one licensed to you; or

(d) Construct, equip, help, aid or assist any person or entity in the construction of or equipping of any premises incorporating the trade dress, distinctive features or equipment layout which Hungry Howie's has originated and developed and which are identifying characteristics of Hungry Howie's Units.

If any court of competent jurisdiction determines that this covenant is unenforceable because it is too broad, the scope of this covenant shall be deemed to be automatically restricted to the extent necessary to be considered enforceable by such court.

17. TRANSFER OF FRANCHISE

17.1 RIGHT OF FIRST REFUSAL: Prior to any Transfer, a Seller must first provide us a Right of First Refusal. Our Right of First Refusal shall be provided to us in accordance with the following terms and conditions:

(a) The Seller shall first obtain an Offer from a bona fide third party Transferee; then,

(b) The Seller shall forward a copy of the Offer to us; then,

(c) Within 10 days following receipt of the Offer, you or the Seller shall forward to us whatever information pertinent to the business and operations of the Restaurant that we may request to enable us to evaluate the Offer, including but not limited to, a Financial Statement and Financial Information as of the end of your most recent fiscal year and quarter; then,

(d) You and the Seller must warrant the accuracy of all such information concerning the business and operation of the Restaurant; and then,

(e) Within 30 days following the completion of Paragraph 17.1 (a), (b), (c) and (d) we have the right to accept the Offer upon the terms and conditions contained in the Offer.

(f) If we accept the Offer, we must do so in writing and consummate the Transfer upon substantially the same terms and conditions contained in the Offer;

(g) If we decline the Offer or fail to respond within 30 days as provided in Paragraph 17.1 (e), the Seller may accept the Offer and consummate the Transfer to the bona fide third party Transferee upon substantially the same terms and conditions as set forth in the Offer;

(h) If the Transfer to the bona fide third party Transferee is not consummated upon substantially the same terms and conditions as set forth in the Offer within 60 days after expiration of our Right of Refusal, then the Transfer shall again become subject to our the Right of Refusal described in this Paragraph 17.1; and

(i) Notwithstanding anything in this Paragraph 17.1 to the contrary, all Transfers are subject to the provisions of Paragraph 17.2.

17.2 CONDITIONS OF TRANSFER: A Transfer of the Restaurant Assets or Ownership Interest shall only be effective with the prior written consent of Hungry Howie's which shall not be unreasonably withheld or conditioned. Any Transfer shall, in addition to the Right of First Refusal described in Paragraph 17.1, be subject to all of the following terms and conditions, unless such terms and conditions are contrary to any applicable law which governs your right to a Transfer:

(a) The Transferee meets all of our then current qualifications or standards;

(b) In our reasonable discretion, the Transferee has a satisfactory credit rating and sufficient financial resources to operate the Restaurant;

(c) In our reasonable discretion, the Transferee has the satisfactory business reputation, business experience and moral integrity to operate the Restaurant;

(d) The Transferee is not a competitor of Hungry Howie's or of any Hungry Howie's Unit;

(e) The Transferee has provided Hungry Howie's with all completed applications and forms and other information required by Hungry Howie's to make a determination if the Transferee meets our then current qualifications or standards;

(f) The Transferee agrees in writing to accept all of the Seller's rights, obligations and liabilities under this Agreement;

(g) At our election, the Transferee executes the New Agreement. However, the Transferee shall not be required to sign a New Agreement that extends the expiration date or term of the New Agreement beyond the Term;

(h) If the Transferee is not a natural person, all of the stockholders, partners or members of the Transferee must execute the Guaranty;

(i) The Transferee executes customary or appropriate sale, transfer or assignment documents and agreements containing terms and conditions reasonably satisfactory to Hungry Howie's;

(j) The Seller or the Transferee pays all amounts due to Hungry Howie's and its Designated Suppliers and cures any Franchisee Default through the date of the Transfer;

(k) The Seller or the Transferee pays all amounts due and owing for federal, state and local income, sales, use, service, payroll or other taxes due and owing as a result of the Restaurant's operations;

(l) The Seller and all of its Guarantors must execute the General Release;

(m) If the Transfer involves installment payments by the Transferee to the Seller, the Seller must execute a subordination agreement under which the Seller subordinates the Transferee's right to receive any installment payments to Hungry Howie's right to receive any and all amounts due to Hungry Howie's under this Agreement or the New Agreement. The subordination agreement shall be on a document containing terms and conditions satisfactory to Hungry Howie's in its reasonable discretion;

(n) The Seller or Transferee pays us the Transfer Fee;

(o) The Transferee or the Owner Operator successfully completes the Initial Training Program prior to the consummation of the Transfer;

(p) Although the Upgrades may not be required more frequently than every 5 years, the Transferee must complete the Upgrades to Hungry Howie's then current-standards. If required by us, the Transferee shall place money in escrow that we shall reasonably determine to be sufficient to complete the Updates;

(q) The Transferee must spend the Re-Opening Marketing Fee in accordance with Paragraph 12.12;

(r) If there is a Transfer of more than 49.9% of any legal or beneficial Ownership Interest, whether such Transfer is in either a single transaction or series of transactions and regardless of the period of time during which the Transfer occurs, the Franchisee shall pay the Transfer Fee;

(s) Upon our request, the Transferee and its officers, directors, shareholders, members, partners and employees shall execute the Confidentiality Agreement; and

(t) Prior to the consummation of the Transfer, the Restaurant is continuously open and conducting business the ordinary course of business and in compliance with this Agreement.

17.3 DEATH, DISABILITY OR PERMANENT INCAPACITY: If Franchisee is an individual, in the event of the death, disability or permanent incapacity of the Franchisee, such individual or his/her personal representative shall have 180 days to replace the Owner Operator and complete a Transfer in accordance with Paragraph 10.2 and Paragraph 17.2. If the Transfer is not complete within 180 days of the death, disability or permanent incapacity of the Franchisee, this Agreement shall automatically terminate. Subject to the provisions of Paragraph 17.2, this Agreement may be transferred to the spouse or heirs of the deceased, or permanently disabled or incapacitated individual.

17.4 UNAUTHORIZED TRANSFER FEE: In the event that you attempt a Transfer in violation of this Paragraph 17, you shall pay to us the Unauthorized Transfer Fee. The payment of the Unauthorized Transfer Fee shall not in any way limit our rights under this Agreement.

17.5 SALE OF SECURITIES: Any Securities Offering must first be approved in principle by us. You shall submit to us for our review all Securities Offering Documents. You shall give us written notice at least 60 days prior to the date of commencement of any Securities Offering. For each Securities Offering, you shall reimburse us for our out-of-pocket costs and expenses, including the cost of outside or in-house counsel to review the Securities Offering or Securities Offering Documents and to render a legal opinion on our behalf as we deem necessary. Prior to and during the our review of the Securities Offering Documents we shall require you, from time to time, to pay us a sum of money that we shall reasonably deem sufficient to cover our out-of-pocket costs and expenses. If after the review there shall be any deficiency in the amount of money you paid to us and our out of pocket expenses you shall reimburse us as provided in Paragraph 6.3. If after the review there shall be excess monies from the amount of money you paid to us and our out of pocket expenses we shall reimburse within 10 days. Your obligation to pay us our out of pocket expenses is not dependant on us providing you our written approval as provided below.

The Securities Offering Documents shall not be submitted to a government agency or to prospective investors until we have furnished our written approval. No Securities Offering Documents shall imply, by use of the Marks or otherwise, that: (i) we are participating as an underwriter, issuer, or offeror of the Securities Offering; (ii) we are participating as an underwriter, issuer, or offeror of our own securities; (iii) we have approved the Securities Offering Documents; or (iv) we have approved any other aspect of the Securities Offering. Any review by us of the Securities Offering or Securities Offering Documents shall be conducted solely for our benefit to determine its conformance with our internal policies, and not to benefit

or protect any other person or entity. No investor should interpret such review by us, nor shall you or anyone acting on your behalf suggest, that our review constitutes an approval, endorsement, acceptance, or adoption of any representation, warranty, covenant, or projection contained in Securities Offering or Securities Offering Documents. The Securities Offering Documents shall clearly be marked with a disclaimer or statement in a form and manner specified by us. If we object, the Securities Offering Documents shall not be used unless we withdraw our objections. You and others participating in the Securities Offering, must agree to indemnify, hold harmless and defend us consistent with the provisions of Paragraph 13.11. You and others participating in the Securities Offering must also execute and deliver to us any documents that we may reasonably require to evidence the above obligation to indemnify, hold harmless and defend. Any Securities Offering shall be subject to our Right of First Refusal as provided in Paragraph 17.1 all of terms and conditions of Paragraph 17.2.

17.6 OWNERSHIP IDENTIFICATION: Within 7 days of our written request, you shall furnish us with a sworn affidavit under penalties of perjury that sets forth: (i) the name of each Owner; (ii) the number of shares and class of shares owned by each Owner if you are a corporation; (iii) the percentage of membership interest, ownership and class of interest if you are a limited liability company or partnership; (iv) your officers and directors if you are a corporation; (v) such other information necessary to identify ownership and control of the Franchisee; and (vi) if you are a corporation, partnership or limited liability company, the affidavit shall be accompanied by a certificate of good standing from your state of organization.

17.7 TRANSFER BY US: We shall have the right to sell, transfer or assign all or any part of our rights or obligations under this Agreement to any person or legal entity. With respect to any assignment which results in the subsequent performance by the assignee of all of our obligations under this Agreement, the assignee shall expressly assume and agree to perform such obligations, and shall become solely responsible for all of our obligations under this Agreement from the date of assignment. In addition, and without limitation to the foregoing, you expressly affirm and agree that we may sell our assets, Marks, or the System; and may sell our securities in a public offering or in a private placement; and we may merge, acquire other corporations, or be acquired by another corporation; and may undertake a refinancing, recapitalization, leveraged buy-out, or other economic or financial restructuring.

18. DEFAULT AND TERMINATION

18.1 FRANCHISOR DEFAULT: If you believe we have committed a Franchisor Default, you are required to provide us a Default Notice and a 60 day opportunity to cure the Franchisor Default. If we fail to effectuate a cure of the Franchisor Default within 60 days, you will have the right to terminate this Agreement by giving us an additional 30 days written notice of your election to terminate this Agreement.

18.2 FAILURE TO OPEN - OPTION TO TERMINATE: If the Restaurant is not open for business within 1 year after the Effective Date, this Agreement may be terminated at our option by providing you written notice of our intention to terminate to this Agreement. We will provide you 60 days to open the Restaurant for business. If the Restaurant is not open for business within such 60 day period, no Default Notice will be required and Hungry Howie's shall keep the Franchise Fee paid by you. You must meet all other requirements to open for business as required by this Agreement.

18.3 FAILURE TO OPEN - AUTOMATIC TERMINATION: If the Restaurant is not open for business within 2 years after the Effective Date, this Agreement shall automatically

terminate without the need for a Default Notice and Hungry Howie's shall be entitled to keep the any fees paid by you.

18.4 TERMINATION DUE TO CASUALTY: If there is a Casualty such that you cannot open the Restaurant for business for 3 or more consecutive days, you must notify us in writing within 10 days after the Casualty. You must make best efforts to rebuild, open the Restaurant for business in the manner prescribed in Paragraph 3 within 180 days of the casualty. If after making such best efforts, you cannot rebuild, open for business in the manner prescribed in Paragraph 3 or you have less than 18 months remaining on your Lease, you may elect to terminate this Agreement. If you make this election, this Agreement shall automatically and immediately terminate without the need for further notice required by either you or us. Upon termination you shall be subject to all of the provisions in this Agreement including those contained in Paragraph 18.13.

18.5 FRANCHISEE DEFAULT: You shall be in default under this Agreement upon the occurrence of any of the following events ("Franchisee Default"):

(a) You fail to pay to us any Recurring Fees, Other Fees or any other amounts due us;

(b) You fail to furnish Financial Statements and/or Financial Information required by Paragraph 7.2;

(c) You fail to use a Designated Supplier or pay any amount owed a Designated Supplier;

(d) You operate the Restaurant under any name other than "Hungry Howie's®" or "Hungry Howie's® Flavored Crust® Pizza", in violation of Paragraph 10.1;

(e) You fail to continuously operate the Restaurant in violation of Paragraph 10.2;

(f) You fail to maintain insurance, provide us proof of insurance, provide us notice of a Claim, fail to indemnify, hold harmless or defend a Claim or you fail to abide by any other obligation as required by Paragraph 13;

(g) You use or take action against the Marks in violation of Paragraph 14;

(h) You use or disclose our confidential or proprietary information in violation of the Confidentiality Agreement in Paragraph 15.4;

(i) Any violation of the covenants in Paragraph 16.1;

(j) A Transfer in violation of Paragraph 17;

(k) Within 90 days after curing any Franchisee Default during any prescribed cure period under Paragraphs 18.7 or Paragraph 18.8, there is a subsequent Franchisee Default which is substantially the type of Franchisee Default cured during the prescribed cure period, without regard to whether the subsequent Franchisee Default is cured following a Default Notice to you. In such instance, you agree that by the nature of such Franchisee Default no cure can be effectuated;

(l) There have been 3 or more Franchisee Defaults during the Term of this Agreement, without regard to whether any previous or current Franchisee Default has been cured following notice to you by Hungry Howie's. In such instance, you agree that that by the nature of such Franchisee Default no cure can be effectuated;

(m) You, an Owner or a Guarantor make a material misrepresentation in connection with your acquisition of the Franchise inducing us to enter into this Agreement with you. In such instance, you agree that that by the nature of such Franchisee Default no cure can be effectuated;

(n) Any conduct by you, an Owner or any Guarantor which reflects materially and unfavorably upon the operation or reputation of the System and which by its nature cannot be reasonably cured;

(o) A conviction, guilty plea or plea of no contest to a felony, or other criminal offense relevant to the operation of the Franchise by you, an Owner or any Guarantor. In such instance, you agree that that by the nature of such Franchisee Default no cure can be effectuated;

(p) Any conduct by you, an Owner or any Guarantor related to the Restaurant that we reasonably determine may constitute an imminent danger to public health or safety. In such instance, you agree that that by the nature of such Franchisee Default no cure can be effectuated;

(q) Any dissolution, merger or reorganization by you, an Owner or any Guarantor. In such instance, you agree that that by the nature of such Franchisee Default no cure can be effectuated;

(r) Insolvency or the commencement of any proceedings under any federal bankruptcy or state insolvency law, the assignment of assets for the benefit of creditors, or the appointment of a receiver, trustee or similar person to oversee your business, affairs or assets or those of an Owner or any Guarantor. In such instance, you agree that that by the nature of such Franchisee Default no cure can be effectuated;

(s) The entry of any judgment against you, an Owner or any Guarantor, or any judgment which affects any of your assets, the Restaurant Assets, Ownership Interest or the operation of the Restaurant, that is not satisfied or indemnified against to the satisfaction of Hungry Howie's within 10 days of its entry;

(t) Any default by you, an Owner, or any Guarantor, which is not cured within any applicable cure period, of any other agreement executed in connection with another Hungry Howie's Unit which is under the common control or ownership of you, an Owner or Guarantor, whether under a franchise agreement or other agreement with Hungry Howie's. In such instance, you agree that that by the nature of such Franchisee Default no cure can be effectuated; or

(u) You, an Owner or any Guarantor commits any other material breach of any of the terms of this Agreement not described in Paragraph 18.5(a) through 18.5(t).

18.6 TERMINATION WITHOUT THE OPPORTUNITY TO CURE: Upon any Franchisee Default described in Paragraph 18.5(h) through Paragraph 18.5(t), Hungry Howie's may elect to terminate this Agreement at any time, immediately after providing you a Default Notice and without providing you an opportunity to cure.

18.7 TERMINATION AFTER 7 DAYS NOTICE: Upon any Franchisee Default described in Paragraph 18.5(a) through Paragraph 18.5(g), Hungry Howie's may elect to terminate this Agreement at any time upon providing you a Default Notice and a 7 day opportunity to cure the Franchisee Default.

18.8 TERMINATION AFTER 30 DAYS NOTICE: Upon any Franchisee Default described in Paragraph 18.5(u), Hungry Howie's may elect to terminate this Agreement at any time upon providing you a Default Notice and a 30 day opportunity to cure the Franchisee Default.

18.9 NO FURTHER NOTICE: If we provide a Default Notice pursuant to Paragraph 18.6, Paragraph 18.7 or Paragraph 18.8 and you fail to effectuate a cure in the in period provided, if applicable, we will have the right to terminate this Agreement without the need to provide you any further notice.

18.10 RIGHT TO OTHER REMEDIES: If we elect to terminate this Agreement as provided in this Paragraph 18, we shall not be prevented or limited from recovering money damages from you or from obtaining an injunction or other legal or equitable remedies.

18.11 REMEDIES OTHER THAN TERMINATION: Prior to exercising any other remedies available to Hungry Howie's, including termination of this Agreement, if you are in a Franchisee Default for any reason listed in Paragraph 18.5, then in addition to any right we may have to terminate this Agreement, bring a claim for money damages or injunctive relief, we shall, in our sole discretion, have the option to do any or all of the following:

(a) Suspend the listing of the Restaurant from all Marketing published or approved by Hungry Howie's, including but not limited to print, the Website, Internet, online ordering, or any form of Social Media;

(b) Prohibit you or your Owners from attending any meetings or seminars held, or sponsored by Hungry Howie's;

(c) Suspend access to any computer, inventory control, enterprise reporting program, point of sale, online ordering, or a related or similar system provided to you by Hungry Howie's;

(d) Suspend any or all services or approvals provided to you under this Agreement or otherwise, including, but not limited to, inspections, training, Marketing, operational assistance, and the sale of products and supplies;

(e) Suspend or not permit you or your Owners to vote, cast a ballot, or otherwise participate in decisions with respect to the Marketing Funds; or

(f) Assess a reasonable Administrative Fee, which we may periodically revise or amend by publication in the Manual or otherwise, but in no event will such

Administrative Fee be less than \$50.00 or more than \$500.00 for each event in which the Administrative Fee would be payable by you to us.

The actions of Hungry Howie's as outlined in this Paragraph 18.11 may continue until you have cured any Franchisee Default and complied with the requirements of Hungry Howie's, and Hungry Howie's has acknowledged the same in writing. The taking of any of the actions permitted in this Paragraph 18.11 shall not suspend or release you, an Owner or any Guarantor from any obligation that would otherwise be owed to Hungry Howie's or its affiliates under the terms of this Agreement or otherwise, nor shall it preclude Hungry Howie's from exercising any other right or remedy available to Hungry Howie's, including specific enforcement or termination of this Agreement. Hungry Howie's election to not impose any of the actions available in this Paragraph 18.11 shall not waive or limit the right of Hungry Howie's to impose any of those actions in the future. Should we suspend or terminate any benefit to you under this Paragraph 18.11, we shall have reasonable opportunity and time to reinstate any benefit to you if you have cured any Franchisee Default and provide us satisfactory proof of such cure.

18.12 FORCE MAJEURE: Neither Hungry Howie's nor you shall be deemed to be in default under this Agreement or liable for any delay or loss in the performance, failure to perform or interruption of any obligation under this Agreement resulting from a Force Majeure. Upon a Force Majeure, performance by the party affected by the Force Majeure shall be excused until the cause for the delay has been removed and the party delayed has had a reasonable time to again perform hereunder. Nothing in the foregoing sentence shall operate to delay your obligation to pay us all Recurring Fees or Other Fees due under this Agreement.

18.13 POST-TERMINATION OBLIGATIONS: Upon the termination or expiration of the Term:

(a) The Franchise and any rights you have under this Agreement shall terminate and you shall immediately cease to be a licensee of Hungry Howie's;

(b) You shall promptly pay all sums owed to Hungry Howie's, our affiliates or Designated Suppliers;

(c) All property of Hungry Howie's in your possession must be promptly returned to Hungry Howie's, including but not limited to the Manual;

(d) You must cease using the Marks and any variations thereof by which the public could be confused, deceived or misled and immediately remove any trade dress, distinctive features, or equipment layout which Hungry Howie's has originated and developed and which are identifying characteristics of the premises operated by you. These include:

(1) Exterior signage bearing the Marks;

(2) Marketing materials including posters, signboards, menu boards, decals, and promotional materials and images; and

(3) Remove or otherwise alter distinctive colors and design elements associated with the trade dress of the System.

You agree to provide us photographic evidence which we may reasonably require to prove that you have complied with this Paragraph 18.13(d).

(e) You shall immediately cease using the telephone or facsimile number or numbers identified with or assigned to the Restaurant and shall assign such telephone or facsimile numbers to Hungry Howie's. Hungry Howie's shall have the power to use the Assignment of Telephone Numbers (**Attachment E**) for all purposes;

(f) Hungry Howie's or its agents may enter the Restaurant and remove or permanently cover all signs or advertising identifiable in any way with the Hungry Howie's image or System without being deemed guilty of a trespass;

(g) In the case of the termination of this Agreement following a Franchisee Default, Hungry Howie's shall have the option to acquire any or all of the Restaurant Assets, upon the terms and conditions of this Paragraph 18.13(g). The purchase price for the Restaurant Assets shall be their fair market value, assuming use in a fast food pizza business similar to the business conducted prior to the termination of this Agreement. There shall be no allowance for goodwill or other similar intangible asset. If your interest in the Restaurant Assets is a leasehold interest, the consideration for the assignment of the lease shall be limited to the assumption by Hungry Howie's of your obligations under the lease with respect to the period of time commencing on the date of the lease assignment.

If Hungry Howie's desires to exercise this option, it shall notify you in writing of its intent to exercise this option within 45 days following the termination of this Agreement. In such notice, Hungry Howie's shall set forth its estimate of the fair market value of the assets that it desires to purchase. If you and Hungry Howie's cannot agree upon the fair market value of the assets that Hungry Howie's desires to purchase, either Hungry Howie's or you may request the Franchise Arbitration and Mediation Services pursuant their Arbitration Guidelines to select a sole arbitrator, who in turn shall appoint an independent appraiser to determine the fair market value of such assets. This determination shall be binding upon the parties, except that Hungry Howie's shall have 10 days to decline to purchase such assets for the value determined by the appraiser, by written notice to you. This manner of determining the fair market value of the Restaurant Assets shall be determined without regard to your desire to continue to operate the Restaurant or occupy the Restaurant premises. Hungry Howie's and you shall each bear 50% of the cost of such arbitration.

In connection with the purchase of any Restaurant Assets pursuant to this Paragraph 18.13 (g), Hungry Howie's may Audit the books and records of the Restaurant, and solicit all known creditors and suppliers to determine the balance due and owing to them, if any, from you. Hungry Howie's may then advise you as to any amounts due and owing to creditors and suppliers. If we determine that there are such creditors, you shall promptly furnish adequate evidence that such creditors have been paid in full. If any such amounts remain unpaid, Hungry Howie's may pay the amounts due such creditors and deduct such amounts from the purchase price for the assets otherwise due to you under this Paragraph 18.13. The balance of the purchase price, if any, shall be paid to you at the closing. The closing shall take place within 10 days following the agreement of Hungry Howie's and you regarding the fair market value of the assets to be purchased, or, if the fair market value of the assets is determined by an independent appraiser, within 10 days following the expiration of the 10 day period during which Hungry Howie's may decline to purchase the assets at the appraised value.

(h) You shall fully abide by the covenants contained in Paragraph 16.2 which shall survive the expiration or termination of this Agreement; and

(i) In the event of the termination of this Agreement following a Franchisee Default, you shall be liable to Hungry Howie's for damages suffered by Hungry Howie's. The parties acknowledge that the amount of the actual damages suffered by Hungry Howie's includes Recurring Fees (except Local Marketing Fees) during the remaining Term of this Agreement, which may be difficult or impossible to measure. Therefore, as to future Recurring Fees (except Local Marketing Fees), but not for any other damages suffered by Hungry Howie's, you shall pay to Hungry Howie's as liquidated damages, within 60 days after termination, an amount equal to the minimum Recurring Fees (except Local Marketing Fees) for each Reporting Period for the remainder of the Term as if this Agreement had not terminated following a Franchisee Default.

If any court or arbitration tribunal interprets the payment required under this Paragraph 18.13(i) not to be liquidated damages and determines the same to be invalid or unenforceable, because it is found to be either a penalty or not a reasonable estimate of actual damages, the amount of such payment shall be automatically amended to the extent necessary to be found to be valid and enforceable by such court or arbitration tribunal.

The list of consequences of termination of this Agreement set forth in this Paragraph 18.13 is not intended to limit, exclude or act as a waiver of any other rights or remedies available to Hungry Howie's, including the recovery of damages or equitable relief.

19. SECURITY INTEREST AND GUARANTY

19.1 SECURITY INTEREST AND COLLATERAL: You grant us a Security Interest in all of the Collateral to secure payment of any Indebtedness.

(a) **ADDITIONAL DOCUMENTS:** You will from time to time as required by us, execute any additional documents and one or more Financing Statements pursuant to the UCC in the State in which the Restaurant is located (and any assignments, extensions or modifications thereof) in a form satisfactory to us.

(b) **POSSESSION OF COLLATERAL:** Upon Franchisee Default and termination of your rights under this Agreement, we shall have the immediate right to possession and use of the Collateral.

(c) **REMEDIES:** Upon the occurrence of a Franchisee Default, the full amount of the Indebtedness secured shall, at our option and without notice (unless required by applicable law), become due and payable immediately, and we shall then have the rights, options, duties and remedies of a secured party under, and you shall have the rights and duties of a debtor under, the UCC of the state in which the Restaurant is located, including, without limitation, our right to take possession of the Collateral and without legal process to enter any premises where the Collateral is located. We may conduct any sale of the Collateral in a commercially reasonable manner. Reasonable notification of the time and place of any sale shall be satisfied by mailing to you pursuant to the notice provisions set forth below in this Agreement.

(d) **FINANCING STATEMENTS:** This Agreement shall be deemed a Security Agreement and a Financing Statement. This Agreement may be filed for record in the real estate records of each county in which the Collateral, or any part thereof, is situated and/or may also be filed as a Financing Statement in the counties or in the office of the Secretary of State, as appropriate, in respect of those items of Collateral of a kind or character defined in or

subject to the applicable provisions of the UCC as in effect in the appropriate jurisdiction. You hereby authorize Hungry Howie's to file and record such Financing Statements and related documents, in such locations, and with such persons and governmental offices as Hungry Howie's deems appropriate, desirable, or necessary to perfect, effectuate, complete, preserve, and/or continue the Security Interest of Hungry Howie's in the Collateral. You hereby irrevocably appoint Hungry Howie's, its agents and employees, as your lawful attorney-in-fact and agent with full power, authority and right to execute and file the Financing Statements, upon written notice to you, in your name and on behalf of you. Except as specifically provided herein, this Power of Attorney is irrevocable continuing and coupled with an interest.

19.2 GUARANTY: If you are not an individual, each Owner must execute the Guaranty at the time this Agreement or a New Agreement is signed. If there is a Transfer to a corporation, partnership or limited liability company, the individuals having an Ownership Interest in the Transferee must execute the Guaranty at the time the Transfer is consummated. Any individual who acquires an Ownership Interest in you after this Agreement is signed must execute the Guaranty at the time such Ownership Interest is acquired. Only Hungry Howie's may release a Guarantor from his obligations under the Guaranty.

20. RELATIONSHIP OF THE PARTIES

20.1 NO FIDUCIARY RELATIONSHIP: Nothing in this Agreement shall be construed so as to create a partnership, joint venture, agency, fiduciary, trust or similar obligation or relationship between you and Hungry Howie's.

20.2 YOU ARE AN INDEPENDENT CONTRACTOR: You are and shall be an independent contractor. None of your employees shall be deemed employees of Hungry Howie's. You shall not obligate Hungry Howie's for any expenses, liabilities or other obligations. Only you have and shall exercise day-to-day control over all operations of the Restaurant. You acknowledge that Hungry Howie's does not have day-to-day control over the operation of the Restaurant.

20.3 INDEPENDENT STATUS OF AGREEMENTS: You and Hungry Howie's are entering into this Agreement independently and separately from any other Franchise Agreement or license that Hungry Howie's may grant to any other person or entity. The terms of any Franchise Agreements with third parties, now and in the future, may be materially different with respect to any terms and conditions of this Agreement, including but not limited to royalty fees, advertising fees, transfer fees, territorial exclusivity, renewals and training. Hungry Howie's may compromise, forgive or settle any amounts, claims or disputes with or against other franchisees or third persons. You cannot require Hungry Howie's to disclose or grant to you a like or similar compromise, forgiveness or settlement any amounts, claims or disputes.

Hungry Howie's may, in its sole discretion, vary the terms, alter, amend or terminate any Franchise Agreement, license or other agreement with any third party. You are not entering into this Agreement in reliance on or because of any other agreement that Hungry Howie's may have entered into with a third party.

21. NOTICES

21.1 DEFAULT NOTICES: Any Default Notice or Renewal Notice shall be in writing and delivered personally, mailed via registered or certified mail return receipt requested, or sent by a means that affords the sender written evidence of delivery or attempted delivery. Any Default

Notice or Renewal Notice sent by a means that affords the sender evidence of delivery or attempted delivery will be deemed to have been given and received on the date and time of receipt or attempted delivery. Default Notices and Renewal Notices shall be delivered to the respective parties at the addresses set forth on **Attachment B**, unless and until a different address has been designated by written notice to the other party. The time to deliver such notice and the delivery method specified shall be considered a material provision of this Agreement.

21.2 OTHER NOTICES: All other notices and/or correspondence made in the ordinary course of business may be by first class mail at the above addresses, or by the email address set forth on **Attachment B** unless and until a different address or email address has been designated by written notice to the other party or by other means designated in this Agreement.

21.3 GUARANTOR NOTICES: Default Notices and other notices and/or correspondence made in the ordinary course of business as provided in this Paragraph 21 shall be deemed to have been provided to all Guarantors and Hungry Howie's shall have no obligation to send a Default Notice or other notices and/or correspondence made in the ordinary course of business to Guarantors or any other person or entity.

22. APPROVAL, WAIVER AND MODIFICATION

22.1 APPROVAL: Whenever this Agreement requires the prior approval or consent of Hungry Howie's, you shall make a timely written request to Hungry Howie's, unless otherwise provided in this Agreement.

Unless otherwise provided in this Agreement or the Manual, no fee is paid directly to Hungry Howie's to secure any approval. Unless otherwise provided in this Agreement or the Manual, there is no procedure to revoke a previously provided approval.

22.2 WAIVER: If we fail to (i) take any action or enforce any rights we may have as the result of a Franchisee Default, or (ii) insist upon the full performance of any term, covenant, condition or obligation of this Agreement, the foregoing shall not be considered a waiver by us of any Franchisee Default or of any term, covenant, condition or obligation of this Agreement, or of our right to insist upon the full performance of any term, covenant, condition or obligation of this Agreement in the future. If we waive a Franchisee Default or any term, covenant, condition or obligation of this Agreement, such waiver must be in writing and signed by an officer of Hungry Howie's to be enforceable.

22.3 MODIFICATION OF THIS AGREEMENT: No amendment, modification, variance or change from or to this Agreement will be effective unless signed by Hungry Howie's and you.

23. APPLICABLE LAW, REMEDIES AND ENFORCEMENT OF THIS AGREEMENT

23.1 HEADINGS AND CONSTRUCTION: Any reference in this Agreement to the neuter or masculine gender shall be construed to refer to any or all of the neuter, masculine and feminine genders, and, where appropriate under the context, any references to the singular shall be construed to refer to the plural and the plural to the singular. References to paragraphs, sections, sub-paragraphs and sub-sections shall be for convenience and ease of reference, and shall have no legal effect with respect to the rights and obligations of any party or the construction of such paragraph, section, sub-paragraph or sub-section.

23.2 INVALIDITY: If any portion of this Agreement is for any reason declared invalid or unenforceable, the validity of the remaining portions of this Agreement shall not be affected, and such remaining portions shall remain in full force and effect as if this Agreement had been executed without the invalid portion.

23.3 CHOICE OF LAW: This Agreement shall be interpreted and construed according to the laws of the State of Michigan, except for matters relating to Arbitration, which shall be governed by the Federal Arbitration Act (9 USC Sec. 1 et. seq.) and matters concerning the Marks, which shall be governed by the United States Trademark Act of 1946 (Lanham Act, 15 USC Sections 1051 et. seq.). The State of Michigan currently has or may have in the future franchise or similar laws or regulations that govern franchise disclosure and relationships in the State of Michigan. Nothing in this Paragraph 23.3 is intended by the parties to subject this Agreement to any such franchise or similar law rule, or regulation of the State of Michigan to which it would not otherwise be subject. If, however, any provision of this Agreement would not be enforceable under the laws of Michigan, and if the Restaurant is located outside of Michigan and such provision would be enforceable under the laws of the state in which the Restaurant is located, then such provision shall be interpreted and construed under the laws of that state.

23.4 CHOICE OF VENUE: To the extent that it does not conflict with Paragraphs 23.3 and 23.5, the parties shall bring any action or proceeding against Hungry Howie's, whether arising out of this Agreement or otherwise, to the state or federal judicial district in which the Restaurant is located and not in any other state or federal court in the United States of America or any court in any other country.

(a) You consent to the exclusive jurisdiction and venue of such courts for the purpose of any action or proceeding arising out of or relating in any way to this Agreement, including without limitation actions challenging the legal validity or enforceability thereof.

(b) You hereby waive all questions, pleadings and/or claims of personal jurisdiction or venue for the purpose of carrying out this Paragraph, and you shall not plead or make any claim that the state or federal judicial district in which Hungry Howie's has its principal place of business is in an improper or otherwise inconvenient forum.

23.5 ARBITRATION: All disputes, claims or controversies arising out of or relating to this Agreement, or the breach thereof, shall be submitted and settled by final and binding Arbitration. Arbitration shall be governed by the Franchise Arbitration and Mediation Services pursuant to the Arbitration Guidelines governing arbitration and shall be conducted in the State of Michigan, Oakland County, Michigan, unless applicable law requires an alternate venue.

(a) Each dispute, claim, or controversy shall be arbitrated by you on an individual basis and shall not be consolidated in any arbitration with the claim or any other past or current franchisee as a class action or otherwise.

(b) Hungry Howie's and you shall be bound by the decision of the arbitrator and consent to the immediate entry of judgment upon such award in a court of competent jurisdiction.

23.6 INJUNCTIVE RELIEF: Pending any arbitration decision as provided in Paragraph 23.5, nothing contained in Paragraph 23.5 shall limit or deprive either party of its right to apply for temporary injunctive relief from a court of competent jurisdiction against actual

or threatened conduct which will cause irreparable injury, loss or damage or in matters concerning the health, safety or welfare of the general public.

23.7 WARRANTIES AND LIMITATION OF LIABILITIES: EXCEPT FOR THOSE EXPRESS WARRANTIES MADE IN THIS AGREEMENT, WE DISCLAIM ALL WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU HEREBY ACKNOWLEDGE THAT THERE ARE RISKS ASSOCIATED WITH THIS FRANCHISE AND YOU HEREBY ASSUME ALL SUCH RISKS EXCEPT AS MAY BE EXPRESSLY SET FORTH HEREIN.

WITHOUT LIMITING THE FOREGOING, WE SHALL NOT BE LIABLE TO YOU FOR LOST PROFITS, LOST BUSINESS OR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (WHETHER OR NOT ARISING OUT OF CIRCUMSTANCES KNOWN OR FORESEEABLE BY US) SUFFERED BY YOU, YOUR CUSTOMERS OR ANY THIRD PARTY IN CONNECTION WITH THE OPERATION OF THE RESTAURANT OR THIS AGREEMENT. IN NO EVENT SHALL WE BE LIABLE FOR ANY DAMAGES OR LOSSES THAT ARE WHOLLY OR PARTIALLY CAUSED BY YOU, OR YOUR EMPLOYEES, AGENTS OR CONTRACTORS. OUR LIABILITY RELATED TO OR ARISING OUT OF THIS AGREEMENT SHALL IN NO EVENT EXCEED AN AMOUNT EQUAL TO THE LESSER OF (i) ACTUAL MONETARY DAMAGES INCURRED BY YOU OR (ii) RECURRING FEES PAID TO AND RETAINED BY US FOR THE 12 CALENDAR MONTHS IMMEDIATELY PRECEDING THE DATE ON WHICH WE RECEIVED A WRITTEN NOTICE FROM YOU DETAILING OUR MATERIAL BREACH OR DEFAULT UNDER THIS AGREEMENT.

23.8 CUMULATIVE REMEDIES: All rights and remedies of Hungry Howie's hereunder shall be cumulative and none shall be exclusive of any other rights allowed by law.

23.9 STATUTE OF LIMITATIONS: Except for payments owed by you to Hungry Howie's and unless prohibited by applicable law, any and all claims and actions arising out of or relating to this Agreement shall be commenced within one year after the cause of action arose, or such claim or action shall be barred.

23.10 WAIVER OF JURY TRIAL: Hungry Howie's and you acknowledge that the right to trial by jury is a constitutional one, but that it may be waived. Each party, after consulting (or having had the opportunity to consult) with counsel of its choice, knowingly and voluntarily, and for their mutual benefit, waives any right to trial by jury in the event of litigation regarding the performance or enforcement of, or in any way related to, this Agreement.

23.11 CLASS ACTION SUITS: You waive, to the fullest extent permitted by law, the right to bring, or be a class member in, any class action suit relating to any dispute, controversy or claim arising out of or related to this Agreement or arising out of any breach or alleged breach of this Agreement.

23.12 ATTORNEY'S FEES: Should we incur attorney's fees, costs and expenses in order to enforce the terms and conditions of the Agreement, whether or not a legal action or arbitration action is instituted, if we prevail, you shall reimburse us for such reasonable attorney's fees, costs and expenses in addition to any other amounts due us.

24. GENERAL PROVISIONS

24.1 **BENEFIT:** This Agreement shall inure to the benefit of Hungry Howie's and its successors and assigns. All or parts of our rights under this Agreement are fully assignable. The Franchise or this Agreement may not be transferred or assigned by you in whole or in part, except as specifically permitted in this Agreement. Unless specifically provided for under this Agreement, this Agreement shall not confer any rights upon any party other than you and Hungry Howie's.

24.2 **ENTIRE AGREEMENT:** This Agreement and any attachments, addenda, exhibits, schedules or any other documents referred to this Agreement, including but not limited to the Manual, and any ancillary agreements signed at the same time as this Agreement will:

- (a) Constitute the entire agreement between Hungry Howie's and you;
- (b) Contain all of the agreements, covenants, promises, representations, warranties, or guaranties of the parties with respect to this subject matter;
- (c) Supersede any and all prior or contemporaneous agreements, covenants, promises, representations, warranties, or guaranties of the parties, whether oral, written, express or implied, between the parties with respect to this subject matter; and
- (d) Be binding on Hungry Howie's and you.

In addition, as provided in Paragraph 15, the standards and policies periodically established or revised by Hungry Howie's, as set forth in the Manual or otherwise, shall be binding upon you and shall be considered part of this Agreement.

24.3 **SURVIVAL:** The continuing obligations of you, the Owners and the Guarantors shall survive the termination of this Agreement.

25. SMALL BUSINESS ADMINISTRATION LOANS

If you have obtained from a lender a loan ("Loan") in which funding is provided with the assistance of the United States Small Business Administration ("SBA") in order to finance the construction and operation of the Restaurant, then the following provisions shall apply:

(a) Under Paragraph 19.1 of the Franchise Agreement, any SBA financed franchise will be granted a lien on the business assets of the franchisee as required in its loan authorization.

(b) Notwithstanding anything to the contrary in Paragraph 8.5 of the Franchise Agreement, the franchisee shall have the discretion to set pricing for its products and services provided that, subject to applicable antitrust laws, such pricing: (i) is at or below any maximum price cap programs established by the franchisor for its franchise system; or (ii) is at or above any minimum price threshold programs established by the franchisor for its franchise system; or (iii) conforms to any bona fide promotional programs or national or regional accounts programs established from time to time by the franchisor for its franchise system.

(c) The following is added to the end of Paragraph 17.1 of the Franchise Agreement:

However, we may not exercise a right of first refusal:

(1) If a proposed Transfer is between or among individuals (including members of their immediate families and their respective spouses) who, at the time of the proposed Transfer, have an ownership interest in the Franchisee or the Franchise, 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

(2) If a proposed Transfer involves a Person other than an Owner/Guarantor and the proposed Transfer involves a noncontrolling ownership interest in the Franchisee or the Franchise, unless such noncontrolling interest: (i) represents less than a 20% ownership interest in the Franchisee or in the Franchise, or (ii) the Franchisor (in combination with all of the Franchisor's franchisees) 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 Transfer or transferee, or to exercise its right of first refusal with respect to a Transfer of a controlling interest in Franchisee or the Franchise, 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.

(d) At the time you close on the Loan, if it is in fact true, we shall provided to you, your lender, or the SBA a statement stating that this Agreement is in full force and effect and we have sent no official notice of default to you under this Agreement that remains uncured on the date thereof.

The provisions in this Paragraph 25 shall only apply until the earliest of the following events occurs: (i) a Termination occurs under the Franchise Agreement; (ii) the Loan is paid; or (iii) SBA no longer has any interest in the Loan.

26. YOUR REPRESENTATIONS TO US

In connection with the execution and evaluation of this Agreement, you acknowledge that we would not enter into this Agreement with you if you did not provide to us the representations and warranties in this Paragraph 26, and that the representations and warranties are true, correct and accurate in all respects at the time you sign this Agreement. As such, you represent and warrant to us as follows:

(a) **DELIVERY OF DISCLOSURE DOCUMENT:** You received a copy of Hungry Howie's Franchise Disclosure Document at least 14 calendar days before signing this Agreement, or any related agreement.

(b) **NO EARNINGS CLAIMS:** Except as provided in the Franchise Disclosure Document provided to you, prior to execution of this Agreement, neither Hungry Howie's nor any of its representatives has either orally or in writing, represented, estimated or projected any specified level of sales, costs or profits for the Restaurant, nor represented the sales, costs or profit level of any other Hungry Howie's Unit.

(c) **OPPORTUNITY TO CONSULT:** You have consulted with or had ample opportunity to consult with independent professional advisors, including attorneys, accountants,

and real estate and other advisors of your choosing, in connection with your decision to enter into this Agreement and, on the basis of such consultation, represent that you are financially and otherwise able to accept the risks associated with the Restaurant and this Agreement.

(d) ADEQUATE FUNDING: You have, or have secured access to, adequate funds, and have otherwise made complete and adequate preparations to open and operate the Restaurant for business.

(e) INDEPENDENT INVESTIGATION: You have conducted your own independent investigation of Hungry Howie's, the System, and the risks, burdens and nature of the business you will operate under this Agreement.

(f) EXISTENCE OF OTHER FRANCHISE AGREEMENTS: You acknowledge that Hungry Howie's may have entered into franchise agreements with provisions different than those in this Agreement and may enter into franchise agreements in the future with provisions different than those in this Agreement.

(g) ACKNOWLEDGMENT OF RISK: You acknowledge that the business you will operate under this Agreement involves risk and that any success or failure will be substantially influenced by the ability and efforts of you, the Owner Operator and Managers, the visibility of the Restaurant's location, and the number and strength of competitors.

(h) REVIEW OF PRE-SIGNING QUESTIONNAIRE: You acknowledge that you have reviewed and carefully and honestly completed responses to each question in the Pre-Signing Questionnaire attached to this Agreement as **Attachment F**.

(i) ANTI-TERRORISM LAWS: You, the Owners and their respective officers, directors and agents, certify, represent and warrant to Hungry Howie's that neither they, nor any of their properties or interests are subject to being blocked under, have not violated any and shall not violate any Anti-Terrorism Laws.

IN WITNESS WHEREOF, the parties have signed this Agreement on the day and year set forth below.

FRANCHISOR:

HUNGRY HOWIE'S PIZZA & SUBS, INC.

Dated: _____

By: _____
STEVEN E. JACKSON
Its: President

YOU:

Dated: _____

By: _____
Name

Its: _____

STATE SPECIFIC ADDENDUM TO FRANCHISE AGREEMENT

1. With respect to franchises governed by Illinois law:
 - a. Illinois law shall be applicable and the jurisdiction and venue for litigation shall be the state of Illinois.
 - b. Pursuant to Section 41 Illinois Disclosure Act, any condition, stipulation or provision in this Agreement that requires a prospective franchisee to assent to any waiver as a condition of purchase of the franchise is not intended to nor shall it act as a waiver of any provision of the Illinois Disclosure Act.
2. With respect to franchises governed by Indiana law:
 - a. SubParagraph 17.2(l) is amended to read as follows:

“The Seller must execute a release of all claims and causes of action that it has or may have against Hungry Howie’s on a form containing terms and conditions satisfactory to Hungry Howie’s excepting only liability imposed upon Hungry Howie’s pursuant to the Indiana Franchise Disclosure Law, IC 23-2-2-2.5, or the Indiana Deceptive Franchise Practices Act, IC 23-2-2.7.”
 - b. With respect to Paragraph 23.1, IC 23-2-2.7-1 et seq. shall govern where applicable.
 - c. Paragraph 23.4 shall not apply to the extent the same is prohibited by the Indiana Deceptive Franchise Practices Act (IC 23-2-2.7).
3. With respect to franchises governed by New York law:
 - a. The Franchise Agreement is amended by adding the following:

You may terminate the Franchise Agreement on any grounds available by law.
 - b. Paragraph 24.1 of the Franchise Agreement is amended by adding the following:

However, no assignment will be made except to an assignee that in good faith judgment of the franchisor, is willing and financially able to assume the franchisor’s obligations under the Franchise Agreement.
 - c. Paragraph 23.3 of the Franchise Agreement, is amended by adding the following:

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.

4. The Franchise Agreement is amended with respect to all franchisees that are residents of the State of Maryland or will operate a franchise within the State of Maryland as follows:

a. Any provisions in the Franchise Agreement that require a general release as a condition of renewal, sale and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

b. Any provisions in the Franchise Agreement that require a prospective franchisee to assent to any release, estoppel or waiver of liability as a condition of purchase of the franchise 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.

c. SubParagraph 17.2(f) shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

d. Notwithstanding the foregoing provisions of Paragraph 23, you may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law that are brought within 3 years after the grant of the franchise.

5. With respect to franchises governed by Minnesota law:

a. Hungry Howie's will comply with Minn. Stat. Sec. 80C.14, subs. 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.

b. Hungry Howie's will protect your right to use the service mark, trademark and commercial symbols and/or indemnify you from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the same.

c. Hungry Howie's shall not require you to execute a general release.

d. Paragraph 18.13(i) shall read as follows:

In the event of the termination of this agreement following a Franchisee Default, you shall be liable to Hungry Howie's for damages suffered by Hungry Howie's.

The list of consequences of termination of this Agreement set forth in this Paragraph 18.13 is not intended to limit, exclude or act as a waiver of any other rights or remedies available to Hungry Howie's, including the recovery of damages or equitable relief.

e. Paragraph 23 shall not in any way abrogate or reduce any of your rights provided for in Minnesota Statutes, Chapter 80C.

f. Paragraph 23 shall not apply the extent the same is prohibited by Minn. Rule Part 2860.4400J.

6. With respect to franchises governed by New York law, the choice of law set forth in Paragraph 23.4 shall not be considered a waiver of any right conferred upon either Hungry Howie's or you by the General Business Law of the State of New York, Article 33.

7. With respect to franchises governed by Virginia law:

a. 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 the State of Virginia, that provision may not be enforceable.

b. Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to use undue influence to induce a franchisee to surrender any right given to him under the franchise. If any provision of the Franchise Agreement involves the use of undue influence by the franchisor to induce the franchisee to surrender any rights given to him under the franchise, that provision may not be enforceable.

8. With respect to franchises governed by Washington law:

a. The state of Washington has a statute, RCW 19.100.180, which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

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

c. In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW shall prevail.

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

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

9. With respect to franchises governed by Wisconsin law, the Wisconsin Fair Dealership Law, Ch. 135, Stats., supersedes any provisions contained in the Franchise Agreement that are inconsistent with that law.

ATTACHMENT A

**INITIAL FRANCHISE FEE,
GEOGRAPHIC AREA IN WHICH
RESTAURANT WILL BE LOCATED**

1. FRANCHISE FEE

In accordance with Paragraph 5 the following represents the initial franchise fee which is to paid to us upon execution of this Agreement by you: \$_____.

2. LOCATION OF RESTAURANT

In accordance with Paragraph 3.1 the location of the Restaurant shall be in the geographic area described as:

ATTACHMENT B

YOUR INFORMATION

1. Your Information:

(a) If you are individuals, the names and percentage of ownership of each individual is as follows:

Your Names	Percentage of Ownership Interest

(b) If you are a corporation, limited liability company, or partnership:

Your legal name is: _____

You were incorporated, organized or formed on _____
under the laws of the State of _____.

A copy of the Articles of Incorporation/Articles of Organization/Certificate of Partnership is attached as **Attachment C**. The names and percentage of ownership of each stockholder, member or partner of you is as follows:

Owner's Name	Percentage of Ownership Interest

The following is a list of your directors, if applicable:

Director Name

The following is a list of your officers, if applicable:

Officer Name	Officer Title

2. Notice Information. The name of the person designated to be given notice to the Franchisee(s) and Guarantors pursuant to Paragraph 21 of the Franchise Agreement is:

_____.

Notice to the above named person shall be given, as provided in Paragraph 21 of the Franchise Agreement, at the following address:

Address: _____

Fax: _____

Email: _____

Principal Telephone Number: _____

Text Message Number: _____

3. Identification of Owner Operator. The Owner Operator who will be involved in the conduct and operation of the Restaurant pursuant to Paragraph 10.2 of the Franchise Agreement is: _____. The Owner Operator may not be changed without our prior written approval.

Address: _____

Fax: _____

Email: _____

Principal Telephone Number: _____

Text Message Number: _____

*May not be changed without prior written notice to Hungry Howie's.

You certify that the information contained in this Attachment B is true and correct.

YOU:

(SOLE PROPRIETOR) or (CORPORATION,
LIMITED LIABILITY COMPANY OR
PARTNERSHIP):

Dated: _____

By: _____

Title: _____

ATTACHMENT C

ARTICLES OF INCORPORATION/ARTICLES OF ORGANIZATION/
CERTIFICATE OF PARTNERSHIP

[TO BE ATTACHED BY YOU]

ATTACHMENT D

GUARANTY

RECITALS:

A. The undersigned individuals (the "Owners") are the [stockholders] [partners] [members] of _____, [a] [an] _____ [corporation] [partnership] [limited liability company] ("Franchisee").

B. Franchisee and HUNGRY HOWIE'S PIZZA & SUBS, INC., a Michigan corporation ("Hungry Howie's") are parties to a Franchise Agreement with, dated _____ (the "Franchise Agreement").

C. To induce Hungry Howie's to [enter into the Franchise Agreement] [to consent to an assignment of the Franchise Agreement to you] [to consent to purchase of an ownership interest in you] and as security for Franchisee's performance of the Franchise Agreement, the Owners are executing this Guaranty.

NOW, THEREFORE, the Owners hereby agree as follows:

1. For value received, the Owners hereby jointly and severally guaranty the payment of any and all amounts, and the performance of any and all other actions, which Franchisee is or may become liable to pay or perform under the Franchise Agreement (the "Obligations"). If Franchisee fails to pay or perform any Obligation when due, the Owners, jointly and severally, shall pay or perform such Obligation immediately upon demand by Hungry Howie's. The liability of the Owners under this Guaranty shall be absolute, unconditional, irrevocable and continuing.

2. Hungry Howie's shall not be required to pursue or exhaust any of its rights or remedies against Franchisee or any other person for the collection or performance of any Obligation prior to demanding payment or performance from the Owners under this Guaranty.

3. The Owners hereby consent to the following, which shall not affect or discharge any of their obligations under this Guaranty:

- (a) The extension of time for payment or performance of any Obligation;
- (b) The change in any term of the Franchise Agreement;
- (c) The acceptance by Hungry Howie's of any Promissory Note or security of any kind with respect to any Obligation;
- (d) The surrender, release, exchange or alteration of any collateral or other security held by Hungry Howie's with respect to any Obligation; and
- (e) Any requirement that Hungry Howie's protect, secure, perfect or insure any security interest or lien or any property subject thereto, or exhaust any right or take any action against the Debtor or any other person or entity or any collateral.

4. The Owners hereby waive notice of all of the following:
- (a) Acceptance of this Guaranty by Hungry Howie's;
 - (b) The sale and delivery of any portion of any collateral held by Hungry Howie's with respect to any Obligation, to the extent allowed by law;
 - (c) The amount of the Obligations;
 - (d) Any extension of time for the payment or performance of any Obligation;
- and,
- (e) Demand for payment, default, non-payment, presentment and protest as to any Obligation.

5. This Guaranty shall continue in effect until all Obligations are paid or performed in full, and shall be binding upon the heirs, personal representatives, successors and assigns of the Owners.

6. The Owners shall pay or reimburse Hungry Howie's for any and all expenses incurred by Hungry Howie's in enforcing this Guaranty, including reasonable attorney's fees.

7. The Owners shall be personally bound by, and personally liable for the breach of, each and every provision in the Franchise Agreement including, but not limited to, the terms of the covenants not to compete contained Paragraph 16, Hungry Howie's right of first refusal and restrictions on Transfers contained in Paragraph 17, the post termination obligations contained in Paragraph 18 and the mandatory arbitration provisions in Paragraph 23.5.

8. The Owners acknowledge that notices will be sent only as set forth in Paragraph 21 of the Franchise Agreement.

9. This Guaranty shall be deemed to have been entered into in the State of Michigan and shall be construed according to the laws of the State of Michigan. Any reference in this Guaranty to the neuter or masculine gender shall be construed to refer to any or all of the neuter, masculine and feminine genders, and any references to the singular shall also be construed to refer to the plural, where appropriate under the context.

10. Any action involving this Guaranty or any of the terms or obligations hereof shall be commenced in the State of Michigan and subject to the arbitration provisions contained in Paragraph 23.5.

11. Hungry Howie's and the Owners waive, to the fullest extent permitted by law, the right to trial by jury.

12. Except for payments owed by the Owners to Hungry Howie's and unless prohibited by applicable law, any and all claims and actions arising out of or relating to this Guaranty shall be commenced within 1 year from the discovery of facts giving rise to any such claim or action, or such claim or action shall be barred.

13. The Owners waive, to the fullest extent permitted by law, the right to bring, or be a class member in, any class action suit relating to any dispute, controversy or claim arising out of or related to this Guaranty or arising out of any breach or alleged breach of this Guaranty.

14. If any portion of this Guaranty is for any reason declared invalid or unenforceable, the validity of the remaining portions of this Guaranty shall not be affected, and such remaining portions shall remain in full force and effect as if this Guaranty had been executed without the invalid portion.

Dated: _____

Dated: _____

Dated: _____

ATTACHMENT E

ASSIGNMENT OF TELEPHONE NUMBERS

The undersigned hereby assigns to Hungry Howie's Pizza & Subs, Inc. ("Hungry Howie's") the telephone number or numbers and fax numbers which shall be used in connection with the operation of Hungry Howie's No. _____ located at _____ (the "Numbers").

In addition, the undersigned hereby authorizes and directs the telephone company which issued and/or services the Numbers to transfer the Numbers to Hungry Howie's or as directed by Hungry Howie's.

The undersigned shall sign any further documentation requested by Hungry Howie's or the telephone company which issued and/or services the Numbers to implement the forgoing.

FRANCHISEE:

Dated: _____

By: _____
Name

Its: _____

ATTACHMENT F

PRE-SIGNING QUESTIONNAIRE

You and Hungry Howie's are entering into this Agreement or Guaranty, and we require that you and all Owners signing the Guaranty complete and make the acknowledgements and representations contained in this questionnaire. In this Attachment F "you" or "your" shall mean either the Franchisee or the Guarantor. Capitalized terms are as defined in the Franchise Agreement.

Hungry Howie's takes its disclosure obligations to you seriously. It is important that your decision to establish, own and operate the Restaurant is based upon information disclosed to you in the Franchise Disclosure Document (the "FDD") and your own independent investigation of the Hungry Howie's System. If you have been provided any information in addition to or which contradicts the information disclosed in the FDD, please advise Hungry Howie's so that it may take appropriate action. Please review each of the following questions carefully and provide honest and complete responses to each question. If you need additional space to respond to any questions, please attach an additional sheet.

Acknowledgements and Representations

1. Did you receive the FDD (and all Exhibits and any attachments thereto) at least 14 calendar days prior to signing the Franchise Agreement and any related agreement and documents?

Check one: Yes No

If No, please explain: _____

2. Have you read and reviewed the FDD, the Franchise Agreement and all other related agreements and documents you will be signing?

Check one: Yes No

If No, please explain: _____

3. Do you understand the FDD, the Franchise Agreement and all other related agreements and documents you will be signing?

Check one: Yes No

If No, please explain: _____

4. Have you had the opportunity to consult with advisors of your choosing, including attorneys, accountants, real estate and other advisors?

Check one: Yes No

If No, please explain: _____

5. Were any claims, promises, agreements, understandings, or statements made to you which are inconsistent with the FDD, the Franchise Agreement and all other related agreements and documents you will be signing?

Check one: Yes No

If Yes, please explain and identify the person who made the statement: _____

6. Did Hungry Howie's promise that you will have future development rights or a right of first refusal or option rights to any area or location other than the location of the Restaurant?

Check one: Yes No

If Yes, please explain and identify the person who made the statement: _____

7. Did Hungry Howie's make any promises or guarantees regarding the value, purchase, sale, repurchase or resale of the Restaurant or any other Hungry Howie's Unit?

Check one: Yes No

If Yes, please explain and identify the person who made the statement: _____

8. Except as stated in Item 19 of the FDD, did anyone associated with Hungry Howie's make statements inconsistent with Item 19 concerning the sales, earnings or expenses relating to a Hungry Howie's restaurant?

Check one: Yes No

If Yes, please explain and identify the person who made the statement: _____

9. Do you understand that the franchise is granted to you for the right to establish a Restaurant in the geographic area set forth on Attachment A of the Franchise Agreement, and that your Territory will be a 1 mile radius around the Restaurant?

Check one: Yes No

If No, please explain: _____

10. Do you understand that Hungry Howie's may establish, operate or enfranchise a Non-Traditional Restaurant, described in Paragraph 3.14 of the Franchise Agreement within your Territory; that the Franchise Agreement does not prohibit any other franchisees from making deliveries into your Territory; that there are no restrictions on Hungry Howie's or other franchisees from soliciting or accepting orders from consumers in your Territory, including the use of channels of distribution, such as the Internet, telemarketing or other direct marketing, and to make sales to consumers, in your Territory?

Check one: Yes No

If No, please explain: _____

11. Do you understand that you are required to operate the Restaurant according to the Hungry Howie's System, including the Manual and all standards, policies and specifications which will be periodically established or revised by Hungry Howie's?

Check one: Yes No

If No, please explain: _____

12. Do you understand that during the first year of operation of the Restaurant, Hungry Howie's will designate an accountant for the preparation of the income statements and balance sheets required to be submitted to Hungry Howie's after each group of 4 weekly reporting periods?

Check one: Yes No

If No, please explain: _____

13. Do you understand that at any time during the Term of this Agreement, Hungry Howie's has the right to name a Designated Supplier and you are required to utilize a Designated Supplier for products and service used for the Restaurant including accounting services, payroll services, architectural services, equipment and fixtures, ingredients and supplies, beverages, uniforms, insurance, and other products and services for the Restaurant?

Check one: Yes No

If No, please explain: _____

14. Do you understand that you may be required to periodically deposit amounts in escrow sufficient to fund the following: (i) Upgrades; (ii) replacement of computer equipment and software; and (iii) replacement of a video surveillance system?

Check one: Yes No

If No, please explain: _____

15. Do you understand that you (or in the event of a proposed Transfer, the Transferee) might be required to deposit money for grand opening marketing and initial marketing in escrow with Hungry Howie's, as follows: (i) \$15,000.00 due on the date the Restaurant location is submitted to Hungry Howie's for its consent, or (ii) \$5,000.00 as a condition to relocating or closing and re-opening the Restaurant, or (iii) \$5,000.00 as a condition to a Transfer?

Check one: Yes No

If No, please explain: _____

16. Have you conducted your own independent investigation of the Hungry Howie's System, the risks, burdens and nature of the business you will operate under the Franchise Agreement?
- Check one: Yes No
- If No, please explain: _____
-
17. Do you understand that the business you will operate under the Franchise Agreement involves risk and that any success or failure will be substantially influenced by, among other things, your ability and efforts, the Owner Operator and Managers, and the visibility of the Restaurant's location and the number and strength of competitors?
- Check one: Yes No
- If No, please explain: _____
-
18. Do you understand that Hungry Howie's may have entered into Franchise Agreements with provisions different than those in the Agreement and that Hungry Howie's may enter into Franchise Agreements in the future with provisions different than those in this Agreement?
- Check one: Yes No
- If No, please explain: _____
-
19. Do you understand that you and your Owners are bound by the in-Term and post-Term non-compete, non-solicitation and other covenants contained in Paragraph 16 of the Franchise Agreement and that any violation of the covenants is a default under the and may result in termination of the Agreement and/or injunction?
- Check one: Yes No
- If No, please explain: _____
-
20. Were the names of all franchise sellers involved in this franchise sales process identified on the FDD Receipt?
- Check one: Yes No
- If No, please identify any additional franchise sellers involved in this franchise sales process: _____
-
21. You further acknowledge that the President of the United States of America has issued Executive Order 13224 (the "Executive Order") prohibiting transactions with terrorists and terrorist organizations and that the United States government has adopted, and in the future may adopt, other anti-terrorism measures (the "Anti-Terrorism Measures"). Hungry Howie's therefore requires certain certifications that the parties with whom it deals are not directly or indirectly involved in terrorism. For that reason, you hereby certify that neither you nor any of your employees, agents, or representatives, nor any other person or entity associated with you, is:

- a. a person or entity listed in the Annex to the Executive Order;
- b. a person or entity otherwise determined by the Executive Order to have committed acts of terrorism or to pose a significant risk of committing acts of terrorism;
- c. a person or entity who assists, sponsors, or supports terrorists or acts of terrorism; or
- d. owned or controlled by terrorists or sponsors of terrorism.

Check one: Yes No

If No, please explain: _____

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 Act.

YOU ACKNOWLEDGE AND UNDERSTAND THAT HUNGRY HOWIE'S WILL RELY ON THE STATEMENTS, REPRESENTATIONS AND ANSWERS TO THIS QUESTIONNAIRE. BY SIGNING THIS QUESTIONNAIRE, YOU ARE CERTIFYING AND REPRESENTING THAT YOU HAVE REVIEWED EACH QUESTION AND RESPONDED TRUTHFULLY AND THOROUGHLY.

YOU:

Dated: _____

By: _____
 Name:

Its: _____

State of _____
 County of _____

On _____, before me, a Notary Public, in and for the said County and State, to me personally known, who, being by me sworn did say that _____ as an officer of _____ and individually, did execute the above said document of his/her own free act and deed.

Subscribed and sworn before me this _____ day of _____, 20____, in _____ County, Michigan.

 Notary Public of _____ County, _____
 acting in _____ County, _____
 My Commission Expires: _____
 SEAL

ATTACHMENT G

MULTIPLE UNIT ADDENDUM

THIS MULTIPLE UNIT ADDENDUM (this "Addendum") is made and entered into by and between the undersigned franchisee ("you" or "your") and HUNGRY HOWIE'S PIZZA & SUBS, INC., a Michigan corporation ("Hungry Howie's"), with offices located at 30300 Stephenson Highway, Suite 200, Madison Heights, Michigan 48071 as of the date it is signed by an authorized representative of Hungry Howie's.

RECITALS

A. Hungry Howie's and you entered into a Franchise Agreement dated the same date as this Addendum (the "Agreement").

B. Hungry Howie's and you desire to amend the terms of the Agreement by this Addendum in order to provide you the right to establish other Hungry Howie's Restaurants in a specified area in a limited period of time.

NOW, THEREFORE, the parties agree as follows:

1. **Additional Restaurants:** Subject to the terms of this Addendum, you shall have Development Rights for an additional _____ (__) Restaurant(s) ("Additional Restaurant(s)"). "Development Rights" shall mean your right to develop Additional Restaurants.

Each Additional Restaurant shall be located within the geographical area (the "Development Area") defined as:

Each Additional Restaurant shall be open for business according to the following Schedule 1:

Schedule 1:

<u>Additional Restaurant</u> <small>(tbd by agreement and completed with number of Additional Restaurants agreed upon)</small>	<u>Deadline by which the Restaurant must be Open for Business</u> (tbd by agreement and completed with specific dates by which each Additional Restaurant must be Open and Operating for Business to the <u>General Public</u>)

2. Location of Additional Restaurants: You shall submit a location of each Additional Restaurant for us to approve in accordance with Paragraph 3 of the Agreement.

3. Compliance With Laws and Execution of Franchise Documents: Within 30 days after a location for an Additional Restaurant has been approved, the parties shall execute a New Agreement and any other related agreements or documents for such approved Additional Restaurant. Once executed, the New Agreement and any other related agreements or documents shall be the effective documents governing such Additional Restaurant. Each Additional Restaurant shall have a separate New Agreement and any other related agreements or documents. Each New Agreement any other related agreements or documents may contain terms and conditions materially different from the Agreement any other related agreements or documents.

The parties shall comply with all federal, state, and local laws related to the sale of each New Agreement any other related agreements or documents to be executed by the parties in accordance with this Addendum.

4. Initial Franchise Fees: Upon execution of this Addendum you shall pay to us in a lump sum \$_____ Dollars. This represents fifty (50%) percent of all initial Franchise Fees due with respect to the Additional Restaurants you have the right to establish under this Addendum. All fees are non-refundable. The balance of the initial Franchise Fee for each Additional Restaurant shall be paid at the time the New Agreement for the Additional Restaurant is signed.

5. Development Area: While you have Development Rights pursuant to this Addendum, we will not establish, operate, or franchise any other Hungry Howie's Unit within the Development Area, subject to any other rights we may have and reserve under Paragraph 3.14 of the Agreement.

6. Termination of Development Rights: All of your current or future Development Rights shall automatically expire or terminate without the need for further notice upon the occurrence of any of the following events:

(a) Your failure to open for business any Additional Restaurant by any date set forth in Schedule 1: Deadline by which the Restaurant must be Open for Business. You understand that by entering into this Addendum with you, we have restricted our opportunity to establish, operate, or franchise any other Hungry Howie's Restaurant within the Development Area and that TIME IS OF ESSENCE in your obligation to strictly meet any dates set forth in Schedule 1; or

(b) Your failure to cure any Franchisee Default, within any applicable cure period, under the Agreement or any other agreement executed by you.

The expiration or termination of Development Rights under this Addendum shall not affect the obligations of the parties under any New Agreement that has been executed with respect to which an Additional Restaurant which has been approved in accordance with Paragraph 3 of this Addendum.

7. Miscellaneous:

(a) All capitalized terms shall be as defined used in the Agreement unless otherwise defined in this Addendum.

(b) To the extent that any provisions of this Addendum conflict with the Agreement or any New Agreement any other related agreements or documents to be executed pursuant to this Agreement, the provisions of this Addendum shall control. Otherwise all terms and conditions of the Agreement shall still apply.

(c) None of your Development Rights under this Addendum may be sold, transferred or assigned without the prior written consent of Hungry Howie's and must in accordance with Paragraph 17 of the Agreement.

IN WITNESS WHEREOF, the parties have signed this Addendum on the date set forth below.

FRANCHISOR:

HUNGRY HOWIE'S PIZZA & SUBS, INC.
a Michigan Corporation

Dated: _____

By: _____
STEVEN E. JACKSON
Its: President

YOU:

Dated: _____

By: _____
Name

Its: _____

ATTACHMENT H

STANDARD LEASE RIDER

THIS STANDARD LEASE RIDER (this "Rider") is attached to and part of a Lease dated _____, between _____ (the "Landlord") and _____ (the "Tenant") concerning the restaurant located at _____ (the "Restaurant").

1. Tenant the right to assign the Lease or sublease the Restaurant, without the Landlord's consent, to Hungry Howie's Pizza & Subs, Inc. ("Hungry Howie's") or a Hungry Howie's franchisee with the approval of Hungry Howie's.

2. The Landlord shall furnish Hungry Howie's with 30 days prior written notice of (i) the cancellation or termination of the Lease; (ii) an assignment/sublease or an attempted assignment/sublease; (iii) any modification, renewal or new lease; or (iv) any legal action instituted by the Landlord.

3. If the Restaurant is located in a shopping center, the Landlord shall not lease any space in the shopping center, or any adjacent or neighboring property that may appear to the general public on account of proximity, architecture, shared parking or other amenities, or otherwise, to constitute a part of the shopping center, to any other person or entity engaged in the business of selling pizza and similar items for either on or off premises consumption or to a head shop or adult novelty store.

4. Hungry Howie's shall have the right to enter the Restaurant upon expiration or termination of its franchise agreement with Tenant to remove signage and other items bearing the Hungry Howie's trademarks, service marks and other commercial symbols.

5. Hungry Howie's shall be deemed a third party beneficiary of the Lease.

6. All notices sent to Hungry Howie's pursuant to this Rider shall be sent by certified or registered mail, return receipt requested, to the following address, or to such other address as to which Hungry Howie's has notified the Landlord and the Tenant:

Attn: Steven E. Jackson
Hungry Howie's Pizza & Subs, Inc.
30300 Stephenson Highway, Suite 200
Madison Heights, Michigan 48071

LANDLORD:

Dated: _____

TENANT:

Dated: _____

ATTACHMENT I

GENERAL RELEASE

The undersigned, for and in consideration of Hungry Howie's Pizza & Subs, Inc. ("Hungry Howie's") consenting to the transfer by the undersigned of its Hungry Howie's franchise agreement to a third party does hereby release and forever discharge Hungry Howie's and its affiliates and their respective past and present shareholders, directors, officers, employees and agents (collectively, the "Releasees"), of and from any and all claims, liabilities, demands, rights and causes of action, suits, debts, contracts, controversies and damages of every nature and description whether in law or in equity (collectively "Claims"), the undersigned now has or may hereafter have against Releasees in respect of or arising out of transactions or events occurring on or before the date hereof.

The undersigned represents and warrants to the Releasees that it has full legal right to execute this General Release and has made no assignment or transfer of any Claims.

The undersigned shall indemnify, defend and hold Releasees harmless from any Claim made against or demand upon Releasees from anyone claiming to have any rights in the Claims.

This General Release shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

Witnessed By:

FRANCHISEE OR INDIVIDUAL NAME

(Signature)

(Print Name and Title)

(Date)

ATTACHMENT J

CONFIDENTIALITY AGREEMENT

I understand that in the course of my association with Hungry Howie's Pizza & Subs, Inc. ("Hungry Howie's") as an owner, shareholder, director, member, partner, employee, contractor or agent of a current or potential Hungry Howie's franchisee, Hungry Howie's may entrust me with information consisting of knowledge or know-how concerning the Hungry Howie's System, including Hungry Howie's Manual, methods of operation, future marketing and advertising materials and strategies, development and growth strategies, trade secrets, sales figures, accounting materials, customers of Hungry Howie's, or its franchisees all of which Hungry Howie's has developed and assembled at great effort and expense, and which information is not public knowledge but which is confidential, proprietary business information of Hungry Howie's, that has been entrusted to me to keep as confidential ("Confidential Information").

I shall not at any time use, copy or disclose any Confidential Information, in whole or in part, except as authorized by Hungry Howie's in writing, nor otherwise make the same available to any unauthorized person. Upon the expiration or other termination, for any reason, of my association with Hungry Howie's or a Hungry Howie's franchisee either as an owner shareholder, director, member, partner, employee, contractor or agent, and upon the request of Hungry Howie's, I shall immediately return all copies of the Hungry Howie's Manual and all materials, books, records, and other Confidential Information in my possession.

If all or any portion of this Confidentiality Agreement is held unreasonable, void, vague or illegal by any court, arbitrator or agency having valid jurisdiction in any un-appealed final decision to which Hungry Howie's is a party, the court, arbitrator or agency shall be empowered to revise and/or construe this Confidentiality Agreement so as to fall within permissible legal limits and to the extent possible shall not invalidate the entire covenant. I expressly agree to be bound by any lesser covenant included within the terms of this Confidentiality Agreement as if the resulting promises were separately stated in and made a part of this.

Nothing in this Confidentiality Agreement shall be construed as transferring any title to the Confidential Information, as requiring Hungry Howie's to provide or disclose any Confidential Information or a warranty or guaranty of the Confidential Information.

Hungry Howie's, its subsidiaries, parents, affiliates, and their successors and assigns are expressly recognized to be a third-party beneficiary of this agreement.

[SEE NEXT PAGE FOR SIGNATURES]

[SIGNATURES PAGE – CONFIDENTIALITY AGREEMENT]

I ACKNOWLEDGE THAT I HAVE THOROUGHLY READ AND UNDERSTAND THIS CONFIDENTIALITY AGREEMENT AND THAT I HAVE RECEIVED A COPY OF THE SAME. I FURTHER ACKNOWLEDGE AND UNDERSTAND THAT ANY VIOLATION OR BREACH OF THIS CONFIDENTIALITY AGREEMENT BY ME SHALL ENTITLE HUNGRY HOWIE'S TO SEEK AND OBTAIN A COURT ORDER OR INJUNCTION PROHIBITING ANY SUCH VIOLATION OR BREACH, AS WELL AS ANY FUTURE VIOLATIONS OR BREACH, AND IN ADDITION TO SEEK AND OBTAIN MONEY DAMAGES, COURT COSTS AND REASONABLE ATTORNEY'S FEES INCURRED BY HUNGRY HOWIE'S IN THE ENFORCEMENT OF THIS CONFIDENTIALITY AGREEMENT.

Witnessed By:

(Signature)

(Print Name and Title)

(Date)

Exhibit G:
Multiple Unit Addendum

THIS MULTIPLE UNIT ADDENDUM (this "Addendum") is made and entered into by and between the undersigned franchisee ("you" or "your") and HUNGRY HOWIE'S PIZZA & SUBS, INC., a Michigan corporation ("Hungry Howie's"), with offices located at 30300 Stephenson Highway, Suite 200, Madison Heights, Michigan 48071 as of the date it is signed by an authorized representative of Hungry Howie's.

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B. Hungry Howie's and you desire to amend the terms of the Agreement by this Addendum in order to provide you the right to establish other Hungry Howie's Restaurants in a specified area in a limited period of time.

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Each Additional Restaurant shall be open for business according to the following Schedule 1:

Schedule 1:

<u>Additional Restaurant</u> <small>(tbd by agreement and completed with number of Additional Restaurants agreed upon)</small>	<u>Deadline by which the Restaurant must be Open for Business</u> <small>(tbd by agreement and completed with specific dates by which each Additional Restaurant must be Open and Operating for Business to the General Public)</small>

2. Location of Additional Restaurants: You shall submit a location of each Additional Restaurant for us to approve in accordance with Paragraph 3 of the Agreement.

3. Compliance With Laws and Execution of Franchise Documents: Within 30 days after a location for an Additional Restaurant has been approved, the parties shall execute a New Agreement and any other related agreements or documents for such approved Additional Restaurant. Once executed, the New Agreement and any other related agreements or documents shall be the effective documents governing such Additional Restaurant. Each Additional Restaurant shall have a separate New Agreement and any other related agreements or documents. Each New Agreement any other related agreements or documents may contain terms and conditions materially different from the Agreement any other related agreements or documents.

The parties shall comply with all federal, state, and local laws related to the sale of each New Agreement any other related agreements or documents to be executed by the parties in accordance with this Addendum.

4. Initial Franchise Fees: Upon execution of this Addendum you shall pay to us in a lump sum \$_____ Dollars. This represents fifty (50%) percent of all initial Franchise Fees due with respect to the Additional Restaurants you have the right to establish under this Addendum. All fees are non-refundable. The balance of the initial Franchise Fee for each Additional Restaurant shall be paid at the time the New Agreement for the Additional Restaurant is signed.

5. Development Area: While you have Development Rights pursuant to this Addendum, we will not establish, operate, or franchise any other Hungry Howie's Unit within the Development Area, subject to any other rights we may have and reserve under Paragraph 3.14 of the Agreement.

6. Termination of Development Rights: All of your current or future Development Rights shall automatically expire or terminate without the need for further notice upon the occurrence of any of the following events:

(a) Your failure to open for business any Additional Restaurant by any date set forth in Schedule 1: Deadline by which the Restaurant must be Open for Business. You understand that by entering into this Addendum with you, we have restricted our opportunity to establish, operate, or franchise any other Hungry Howie's Restaurant within the Development Area and that TIME IS OF ESSENCE in your obligation to strictly meet any dates set forth in Schedule 1; or

(b) Your failure to cure any Franchisee Default, within any applicable cure period, under the Agreement or any other agreement executed by you.

The expiration or termination of Development Rights under this Addendum shall not affect the obligations of the parties under any New Agreement that has been executed with respect to which an Additional Restaurant which has been approved in accordance with Paragraph 3 of this Addendum.

7. Miscellaneous:

(a) All capitalized terms shall be as defined used in the Agreement unless otherwise defined in this Addendum.

(b) To the extent that any provisions of this Addendum conflict with the Agreement or any New Agreement any other related agreements or documents to be executed pursuant to this Agreement, the provisions of this Addendum shall control. Otherwise all terms and conditions of the Agreement shall still apply.

(c) None of your Development Rights under this Addendum may be sold, transferred or assigned without the prior written consent of Hungry Howie's and must in accordance with Paragraph 17 of the Agreement.

IN WITNESS WHEREOF, the parties have signed this Addendum on the date set forth below.

FRANCHISOR:

HUNGRY HOWIE'S PIZZA & SUBS, INC.
a Michigan Corporation

Dated: _____

By: _____
STEVEN E. JACKSON
Its: President

YOU:

Dated: _____

By: _____
Name

Its: _____

Exhibit H:
Standard Lease Rider

THIS STANDARD LEASE RIDER (this "Rider") is attached to and part of a Lease dated _____, between _____ (the "Landlord") and _____ (the "Tenant") concerning the restaurant located at _____ (the "Restaurant").

1. Tenant the right to assign the Lease or sublease the Restaurant, without the Landlord's consent, to Hungry Howie's Pizza & Subs, Inc. ("Hungry Howie's") or a Hungry Howie's franchisee with the approval of Hungry Howie's.

2. The Landlord shall furnish Hungry Howie's with 30 days prior written notice of (i) the cancellation or termination of the Lease; (ii) an assignment/sublease or an attempted assignment/sublease; (iii) any modification, renewal or new lease; or (iv) any legal action instituted by the Landlord.

3. If the Restaurant is located in a shopping center, the Landlord shall not lease any space in the shopping center, or any adjacent or neighboring property that may appear to the general public on account of proximity, architecture, shared parking or other amenities, or otherwise, to constitute a part of the shopping center, to any other person or entity engaged in the business of selling pizza and similar items for either on or off premises consumption or to a head shop or adult novelty store.

4. Hungry Howie's shall have the right to enter the Restaurant upon expiration or termination of its franchise agreement with Tenant to remove signage and other items bearing the Hungry Howie's trademarks, service marks and other commercial symbols.

5. Hungry Howie's shall be deemed a third party beneficiary of the Lease.

6. All notices sent to Hungry Howie's pursuant to this Rider shall be sent by certified or registered mail, return receipt requested, to the following address, or to such other address as to which Hungry Howie's has notified the Landlord and the Tenant:

Attn: Steven E. Jackson
Hungry Howie's Pizza & Subs, Inc.
30300 Stephenson Highway, Suite 200
Madison Heights, Michigan 48071

LANDLORD:

Dated: _____

TENANT:

Dated: _____

Exhibit I:
General Release

The undersigned, for and in consideration of Hungry Howie's Pizza & Subs, Inc. ("Hungry Howie's") consenting to the transfer by the undersigned of its Hungry Howie's franchise agreement to a third party does hereby release and forever discharge Hungry Howie's and its affiliates and their respective past and present shareholders, directors, officers, employees and agents (collectively, the "Releasees"), of and from any and all claims, liabilities, demands, rights and causes of action, suits, debts, contracts, controversies and damages of every nature and description whether in law or in equity (collectively "Claims"), the undersigned now has or may hereafter have against Releasees in respect of or arising out of transactions or events occurring on or before the date hereof.

The undersigned represents and warrants to the Releasees that it has full legal right to execute this General Release and has made no assignment or transfer of any Claims.

The undersigned shall indemnify, defend and hold Releasees harmless from any Claim made against or demand upon Releasees from anyone claiming to have any rights in the Claims.

This General Release shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

Witnessed By:

FRANCHISEE OR INDIVIDUAL NAME

(Signature)

(Print Name and Title)

(Date)

Exhibit J:
Confidentiality Agreement

I understand that in the course of my association with Hungry Howie's Pizza & Subs, Inc. ("Hungry Howie's") as an owner, shareholder, director, member, partner, employee, contractor or agent of a current or potential Hungry Howie's franchisee, Hungry Howie's may entrust me with information consisting of knowledge or know-how concerning the Hungry Howie's System, including Hungry Howie's Manual, methods of operation, future marketing and advertising materials and strategies, development and growth strategies, trade secrets, sales figures, accounting materials, customers of Hungry Howie's, or its franchisees all of which Hungry Howie's has developed and assembled at great effort and expense, and which information is not public knowledge but which is confidential, proprietary business information of Hungry Howie's, that has been entrusted to me to keep as confidential ("Confidential Information").

I shall not at any time use, copy or disclose any Confidential Information, in whole or in part, except as authorized by Hungry Howie's in writing, nor otherwise make the same available to any unauthorized person. Upon the expiration or other termination, for any reason, of my association with Hungry Howie's or a Hungry Howie's franchisee either as an owner shareholder, director, member, partner, employee, contractor or agent, and upon the request of Hungry Howie's, I shall immediately return all copies of the Hungry Howie's Manual and all materials, books, records, and other Confidential Information in my possession.

If all or any portion of this Confidentiality Agreement is held unreasonable, void, vague or illegal by any court, arbitrator or agency having valid jurisdiction in any un-appealed final decision to which Hungry Howie's is a party, the court, arbitrator or agency shall be empowered to revise and/or construe this Confidentiality Agreement so as to fall within permissible legal limits and to the extent possible shall not invalidate the entire covenant. I expressly agree to be bound by any lesser covenant included within the terms of this Confidentiality Agreement as if the resulting promises were separately stated in and made a part of this.

Nothing in this Confidentiality Agreement shall be construed as transferring any title to the Confidential Information, as requiring Hungry Howie's to provide or disclose any Confidential Information or a warranty or guaranty of the Confidential Information.

Hungry Howie's, its subsidiaries, parents, affiliates, and their successors and assigns are expressly recognized to be a third-party beneficiary of this agreement.

[SEE NEXT PAGE FOR SIGNATURES]

[SIGNATURES PAGE – CONFIDENTIALITY AGREEMENT]

I ACKNOWLEDGE THAT I HAVE THOROUGHLY READ AND UNDERSTAND THIS CONFIDENTIALITY AGREEMENT AND THAT I HAVE RECEIVED A COPY OF THE SAME. I FURTHER ACKNOWLEDGE AND UNDERSTAND THAT ANY VIOLATION OR BREACH OF THIS CONFIDENTIALITY AGREEMENT BY ME SHALL ENTITLE HUNGRY HOWIE'S TO SEEK AND OBTAIN A COURT ORDER OR INJUNCTION PROHIBITING ANY SUCH VIOLATION OR BREACH, AS WELL AS ANY FUTURE VIOLATIONS OR BREACH, AND IN ADDITION TO SEEK AND OBTAIN MONEY DAMAGES, COURT COSTS AND REASONABLE ATTORNEY'S FEES INCURRED BY HUNGRY HOWIE'S IN THE ENFORCEMENT OF THIS CONFIDENTIALITY AGREEMENT.

Witnessed By:

(Signature)

(Print Name and Title)

OPERATIONAL FRANCHISEES

2014

ALABAMA

<u>Store #</u>	<u>Franchisee</u>	<u>Street</u>	<u>City</u>	<u>State</u>	<u>Zip</u>	<u>Phone</u>
02318	ALABASTER FOODS LLC	9200 Hwy 119 Suite 100	Alabaster	AL	35007	(205) 664-5900
02313	Mylez Foods, LLC	1409 South College Street, Unit 104	Auburn	AL	36382	(334) 826-5555
02321	HH OF BIRMINGHAM LLC	1501 11th Avenue South	Birmingham	AL	35205	(205) 933-7373
02307	DOTHAN PIZZA, INC.	1209 Ross Clark, Suite #1	Dothan	AL	36301	(334) 673-2300
02325	Dothan Pizza II, LLC	4650 W Main Street Suite 801	Dothan	AL	36305	(334) 792-7771
02310	Enterprise Pizza, LLC.	910 Rucker Blvd	Enterprise	AL	36330	(334) 393-5888
02323	Helena Foods, LLC	215 Helena Market Place	Helena	AL	35080	(205) 621-5151
02303	A & J Chammout, LLC	2206 Airport Blvd., Suite F	Mobile	AL	36604	(251) 478-1616
02317	S & J Chammout, LLC	5611 Old Shell Rd. Suite A	Mobile	AL	36608	(251) 345-3333
02311	J & N Chammout, LLC	6353-B Cottage Hill Rd	Mobile	AL	36609	(251) 665-0502
02304	PM Foods, Inc.	9850 Airport Blvd.	Mobile	AL	36608	(251) 633-8771
02305	Montgomery Foods, Inc	113 Burbank Drive North	Montgomery	AL	36107	(334) 272-2999
02308	MONTGOMERY FOODS, INC.	1712 Carter Hill Road	Montgomery	AL	36103	(334) 262-8988
02316	Northport Foods, LLC.	1844 McFarland Blvd.	Northport	AL	35476	(205) 333-2633
02314	Troy Pizza, LLC	1111 US Hwy 231 South	Troy	AL	36081	(334) 807-9998
02319	Northport Foods, LLC	1105 Southview Lane Suite 110	Tuscaloosa	AL	35405	(205) 345-6000
02326	Northport Foods, LLC	1211 University Blvd.	Tuscaloosa	AL	35401	(205) 366-1500
02322	Northport Foods, LLC	4851 Rice Mine Rd. NE #520	Tuscaloosa	AL	35406	(205) 345-3737
02324	Vestavia Hills Foods, LLC	790 Montgomery Hwy Suite 104	Vestavia Hills	AL	35216	(205) 824-7600

ARIZONA

<u>Store #</u>	<u>Franchisee</u>	<u>Street</u>	<u>City</u>	<u>State</u>	<u>Zip</u>	<u>Phone</u>
01817	Anthem Pizza	3434 W. Anthem Way., Ste. 108	Anthem	AZ	85086	(623) 551-8660
01827	Arizona Pizza Management, LLC	10740 W. Lower Buckeye Rd. #108	Avondale	AZ	85353	(623) 907-0200
01824	Arizona Pizza Management, LLC	12725 W. Indian School Rd. #B102	Avondale	AZ	85392	(623) 535-1827
01814	Arizona Pizza Management, LLC	1909 East Ray Road, Ste. #6	Chandler	AZ	85225	(480) 857-9377
01823	Arizona Pizza Management, LLC	3126 South Higley Road #108	Gilbert	AZ	85297	(480) 840-6000
01808	Arizona Pizza Management, LLC	17035 N 67th Ave., Suite 3	Glendale	AZ	85308	(623) 878-4777
01838	Arizona Pizza Management, LLC	3515 W. Union Hills Dr. Ste. 115	Glendale	AZ	85308	(602) 843-2727
01807	Arizona Pizza Management, LLC	5026 Cactus Rd. #8	Glendale	AZ	85304	(602) 548-7770
01830	Arizona Pizza Management, LLC	7448 W. Glendale Ave. Suite 106	Glendale	AZ	85303	(623) 466-0383
01826	Arizona Pizza Management, LLC	1116 S. Crismon Rd. #101	Mesa	AZ	85208	(480) 380-0500
01842	Caliente Pizza, LLC	1863 N. Stapley Dr. Suite 102	Mesa	AZ	85203	(480) 844-0900

2014 FDD
1509545v4 (04/10/14)

OPERATIONAL FRANCHISEES

2014

01809	Arizona Pizza Management, LLC	2050 W. Guadalupe #6	Mesa	AZ	85202	(480) 831-9111
01813	Arizona Pizza Management, LLC	3614 East Southern Ave. 104	Mesa	AZ	85206	(480) 641-1525
01818	Arizona Pizza Management, LLC	8345 W. Thunderbird #110	Peoria	AZ	85381	(623) 773-2777
01825	Arizona Pizza Management, LLC	1635 East Baseline #105	Phoenix	AZ	85024	(602) 276-6600
01804	Arizona Pizza Management, LLC	4625 E. Thomas Rd.	Phoenix	AZ	85018	(602) 840-6100
01822	Arizona Pizza Management, LLC	4645 East Chandler Blvd #106	Phoenix	AZ	85048	(480) 785-1200
01840	Arizona Pizza Management, LLC	1745 W. Hunt Hwy. #104	Queen Creek	AZ	85243	(480) 474-6000
01806	Arizona Pizza Management, LLC	2934 N. Hayden Rd.	Scottsdale	AZ	85251	(480) 663-1300
01811	Arizona Pizza Management, LLC	14291 West Grand Ave., Suite 115	Surprise	AZ	85374	(623) 544-3977
01805	Sauce and Dough, LLC	1045 Lemon Street, Suite B	Tempe	AZ	85281	(480) 804-7500
01820	RED COSMOS LLC	150 N. Pantano Road, Ste. 104	Tucson	AZ	85710	(520) 885-0707
01828	BLUE COSMOS, LLC	3122 N. Campbell Ave. #140	Tucson	AZ	85719	(520) 327-9200
01837	Twin Peaks Pizza, LLC	7575 W. Twin Peaks #121	Tuscon	AZ	85743	(520) 572-6767

CALIFORNIA

<u>Store #</u>	<u>Franchisee</u>	<u>Street</u>	<u>City</u>	<u>State</u>	<u>Zip</u>	<u>Phone</u>
00363	MA + BA, LLC	1475 White Ln.	Bakersfield	CA	93307	(661) 397-3777
00313	M & B, Inc.	2209 Niles Street	Bakersfield	CA	93306	(661) 322-3999
00328	Ruben Cardenas, Rosa Munoz & Wilfrido Cardenas	1100 Meadows Rd.	Calexico	CA	92231	(760) 357-4700
00311	Aida Annan & Fadi Aoun	111 W. Bullard Ave., #101	Clovis	CA	93612	(559) 297-4444
00370	S.C.A.R., Inc.	958 E. Badillo	Covina	CA	91724	(626) 966-3333
00317	Fresno Howie's, Inc.	4209 East Shields	Fresno	CA	93726	(559) 227-5555
00331	iByte	600 W. Glenoaks Blvd.	Glendale	CA	91202	(818) 502-2646
00354	Khajack Badoyan & Raffi Badoyan	1832 E Route 66, Unit B	Glendora	CA	91740	(626) 914-6666
00318	LI FOODS, INC	24456 Mission Blvd.	Hayward	CA	94544	(510) 886-5100
00369	EL & STU MACPIZZA, INC.	675 Tucker Rd. Suite F	Tehachapi	CA	93561	(661) 822-1000
00324	T.B.C. INC.	29105 Front Street	Temecula	CA	92590	(951) 695-0606
00336	Leeham, Inc.	6540 Foothill Blvd. Ste. B 108	Tujunga	CA	91042	(818) 352-2600
00322	Acme Pizza Company, Inc.	1087 Scandia Avenue	Ventura	CA	93003	(805) 647-8100

DELAWARE

<u>Store #</u>	<u>Franchisee</u>	<u>Street</u>	<u>City</u>	<u>State</u>	<u>Zip</u>	<u>Phone</u>
01301	HH Pizza of Delmarva, Inc.	1252 Norman Eskridge Hwy. Unit 2	Seaford	DE	19973	(302) 629-9050

2014 FDD
1509545v4 (04/10/14)

OPERATIONAL FRANCHISEES

2014

FLORIDA

<u>Store #</u>	<u>Franchisee</u>	<u>Street</u>	<u>City</u>	<u>State</u>	<u>Zip</u>	<u>Phone</u>
00138	Abbott-West Enterprises, Inc.	491 N. State Rd. 434	Altamonte Springs	FL	32714	(407) 682-5858
00197	Apollo Beach Foods, Inc.	6104 N. US Hwy 41	Apollo Beach	FL	33572	(813) 645-0464
00154	Apopka Pizza, LLC	205 W. Main St.	Apopka	FL	32703	(407) 886-6688
00122	Coms Enterprises, Inc.	387 Havendale Rd.	Auburndale	FL	33823	(863) 967-1118
03010	Avon Foods, Inc.	1052 US Hwy 27 South	Avon Park	FL	33825	(863) 452-0222
00116	J.T. Pizza, Inc.	1405 N. Broadway	Bartow	FL	33830	(863) 533-0501
03026	N & P Properties of Belle Glade	5 SW Ave D.	Belle Glade	FL	33430	(561) 993-2300
00263	Nakez Foods, Inc	10251 SE Hwy 441 Unit #2	Bellevue	FL	34420	(352) 307-4694
00112	Z Pizza, LLC	3601 N. Lecanto Hwy	Beverly Hills	FL	34465	(352) 527-3311
00256	C&T Enterprises of Blountstown Inc.	19838 St. Rd. 20 West	Blountstown	FL	32424	(850) 674-3838
00274	Bonifay Foods, LLC	1816 Waukesha St.	Bonifay	FL	32425	(850) 547-2300
00171	MC & PD Enterprises, Inc.	103 US Hwy. 301 Blvd. W	Bradenton	FL	34205	(941) 755-4599
00187	West Bradenton Pizza, Inc.	4211 59th St. West	Bradenton	FL	34209	(941) 794-6111
00191	Knights Food, Inc.	1511 West Brandon Blvd.	Brandon	FL	33511	(813) 684-4477
00168	Tak Food	819 W. Bloomingdale Blvd.	Brandon	FL	33511	(813) 684-0988
03016	CR 55 Pizza, LLC	830 E. Hathaway Ave.	Bronson	FL	32621	(352) 486-5848
00180	D&M Pizza, Inc.	1212 S. Broad St.	Brooksville	FL	34601	(352) 799-8535
00128	Traplat Inc.	1124 N. Main St. Suite 202	Bushnell	FL	33513	(352) 569-9299
03004	Shamoon Investment	430 SR 436 Ste. 103	Casselberry	FL	32707	(407) 767-6562
00287	Springfield Pizza LLC	5805 N. Hwy 231	Cedar Grove	FL	32404	(850) 785-8400
00209	Chipley Food Inc.	1240 Main Street	Chipley	FL	32428	(850) 638-8382
00101	Jen-R-J, Corp.	1884 Drew Street	Clearwater	FL	34625	(727) 449-0400
03023	27 Pizza LLC	1100 US Hwy 27 Suite 3	Clermont	FL	34714	(352) 241-8448
00234	R&K Foods of Clermont	1640 E. Hwy 50 Suite A	Clermont	FL	34711	(352) 394-2828
03046	Crawfordville Pizza, LLC	2000 Crawfordville Hwy	Crawfordville	FL	32327	(850) 926-6400
00285	Crawley Crestview Foods, Inc.	2222 S Ferdon Blvd.	Crestview	FL	32536	(850) 689-0990
00159	KJR Pizza, Inc.	1677 SE Hwy 19	Crystal River	FL	34429	(352) 563-1151
00164	N.J.W.	12710 US Hwy 301	Dade City	FL	33525	(352) 521-0054
00273	JDial, Inc.	5945 Hwy. 17/92	Davenport	FL	33837	(863) 424-5000
00280	Roman Village Pizza, Inc.	6555 Nova Dr. #312	Davie	FL	33317	(954) 424-6280
00226	Joyful Joe, Corp.	3272 W. Hillsboro Blvd.	Deerfield Beach	FL	33442	(954) 570-7374
00284	Defuniak Foods, Inc.	1030 US Hwy 331 South	Defuniak Springs	FL	32435	(850) 951-0484
00130	Deland Pizza LLC - Managing Foods	1101 N. Woodland Blvd.	Deland	FL	32720	(386) 738-1880

2014 FDD
1509545v4 (04/10/14)

OPERATIONAL FRANCHISEES

2014

00247	Deltona Foods, LLC. Champ Pizza LLC - Managing Foods	121 Howland Blvd. Suite B	Deltona	FL	32738	(407) 688-4757
00136	Destin Pizza of Florida, LLC	1642 Providence Blvd	Deltona	FL	32725	(386) 574-9299
03038	Jen-R-J, Corp.	34904 Emerald Coast Pkwy. #138	Destin	FL	32541	(850) 460-2422
00105	East Ellenton Enterprises	2109-D Main Street	Dunedin	FL	34698	(727) 734-8800
00257	EC Pizza, LLC.	5912 18th Street	East Ellenton	FL	34222	(941) 981-3814
00260	Englewood Pizza, Inc.	201 S. Ridgewood #112	Edgewater	FL	32132	(386) 427-8699
00238	Double H Food Services, LLC	1720 S. McCall Road Unit #1	Englewood	FL	34223	(941) 475-8384
00277	DVC Group Inc.	457 Plaza Drive	Eustis	FL	34762	(352) 357-8999
03036	Managing Foods	4370 N. Federal Hwy	Fort Lauderdale	FL	33308	(954) 636-1222
00233	Pain Rite Ent., Inc.	400 N. Charleston Ave.	Fort Meade	FL	33841	(863) 285-6200
03034	Fort Walton Foods, Inc.	2455 W Midway Rd	Fort Pierce	FL	34981	(772) 461-0090
00269	Ft. White Pizza	278 N. Eglin Pkwy	Fort Walton Beach	FL	32547	(850) 862-8867
00211	Freeport Pizza, LLC	7905 SW Highway 27	Fort White	FL	32038	(386) 497-1484
00123	T.J. Pizza LLC	16019 Hwy 331 South Unit 8	Freeport	FL	32439	(850) 835-1355
00298	Kazbour Food Service, Inc.	201 S. Scenic Hwy (Alt 57)	Frostproof	FL	33843	(863) 635-6565
00237	Kazbour Food Service, Inc.	1310 NW 23rd Ave. Suite B	Gainesville	FL	32605	(352) 374-6600
00232	Fine Fare Enterprises, LLC	3420 SW Archer Rd.	Gainesville	FL	32608	(352) 335-8444
00205	AEL Investments, Inc	4928 NW 39th Ave.	Gainesville	FL	32606	(352) 372-1112
00236	Gulf Breeze Pizza, LLC	6338 Forest Hill Blvd.	Greenacres	FL	33415	(561) 966-9733
00262	J. Dial III Inc.	3096 Gulf Breeze Prkw	Gulf Breeze	FL	32563	(850) 934-6787
03042	MGRJ of Palm Bay Enterprises Inc.	35886 Hwy 27	Haines City	FL	33844	(863) 804-6060
03007	P.S. Pizza Inc.	1674 Ridgewood Ave.	Holly Hill	FL	32117	(386) 677-7339
03028	Bosley Enterprises, Inc	6649 Taft Street	Hollywood	FL	33024	(954) 967-2777
00114	Managing Foods	7223 State Rd. 52	Hudson	FL	34667	(727) 862-8888
00275	River City Pizza, Inc	1650 N US 41	Inverness	FL	34450	(352) 344-3435
00264	M. Gregory Enterprises, LLC	376-7 New Berlin Rd.	Jacksonville	FL	32218	(904) 696-0001
03041	Pardo's Group, Inc.	3837 Southside Blvd. Suite 7	Jacksonville	FL	32216	(904) 232-8247
00221	ACKG Pizza, Inc.	4162 Herschel St.	Jacksonville	FL	32210	(904) 384-0092
00252	Dames Point Pizza, Inc.	5613 University Blvd. West	Jacksonville	FL	32216	(904) 733-8566
00244	Westside Pizza Company, Inc.	8011 Merrill Rd Suite #20	Jacksonville	FL	32277	(904) 743-9100
00213	Husain Inc.	8257 Normandy Blvd. - #8	Jacksonville	FL	32221	(904) 781-5656
03049	D.L.T. Food Services, Inc.	9766 Old St. Augustine Rd. Ste #8	Jacksonville	FL	32257	(904) 292-9200
00208	J.T. Pizza, Inc.	3359 NW Main Ave.	Jensen Beach	FL	34957	(772) 692-9233
00186	Southwest FL Pizza, Inc.	1990 N. John Young Parkway	Kissimmee	FL	34741	(407) 931-1040
00290	Alicas Inc.	180 South Main Street	LaBelle	FL	33935	(863) 675-6363
00212		841 Hwy. 27/441 South	Lady Lake	FL	32159	(352) 750-6900

2014 FDD
1509545v4 (04/10/14)

OPERATIONAL FRANCHISEES

2014

00172	C Stores Pizza, LLC	280 W. Main St.	Lake Butler	FL	32054	(386) 496-2878
00158	C Stores Pizza LLC	5735 SW St. Rd. 247	Lake City	FL	32024	(386) 752-3111
00166	Lake Foods	857 SW Main Blvd. #110	Lake City	FL	32025	(386) 755-7050
00102	JC Pizza LLC	2014 Sam Walton Way	Lake Wales	FL	33853	(863) 676-2222
00199	JC Pizza LLC	4290 Alt 27 North	Lake Wales	FL	33853	(863) 676-2626
00143	Five Guys Pizza, Inc.	1101 S. Florida Ave.	Lakeland	FL	33803	(863) 682-2124
00135	92 Foods, Inc. - Managing Foods	2430 US 92 East	Lakeland	FL	33801	(863) 665-8070
03000	M.C. Pizza Inc.	2805 Shepard Rd.	Lakeland	FL	33811	(863) 701-2345
00118	Lott-Morr Pizza, Inc.	4744 Hwy 98	Lakeland	FL	33809	(863) 859-1436
00124	M C Pizza, Inc.	5218 South Florida Ave.	Lakeland	FL	33813	(863) 648-5000
00231	Tomorrow Division	5357 N. Socrum Loop Rd.	Lakeland	FL	33809	(863) 853-3222
00288	Midway Holdings II	5726 Ranch Lake Blvd	Lakewood Ranch	FL	34202	(941) 758-2600
00144	M K D D, Inc.	14069 66th Street	Largo	FL	33771	(727) 536-5108
00156	KRDK Enterprises, Inc.	14219 W. Walsingham	Largo	FL	33774	(727) 596-1400
00117	DJR Pizza, Inc.	1555 East Bay	Largo	FL	33771	(727) 584-5390
00230	Raavs Enterprises LLC	4599 N. University Drive	Lauderhill	FL	33351	(954) 572-6807
00151	Dizo, Inc.	2209 Citrus Blvd	Leesburg	FL	34748	(352) 787-3999
00279	M&L Foods, Inc.	2039 NE 36th Street	Lighthouse Point	FL	33064	(954) 788-0071
00165	Lithia pizza LLC	16769 Fish Hawk Blvd.	Lithia	FL	33547	(813) 689-9200
03018	Live Oak Pizza LLC	6852 Suwannee Plaza Lane	Live Oak	FL	32060	(386) 330-0331
00161	AGJ Enterprises, Inc.	21222 Mariner	Lutz	FL	33549	(813) 949-9393
00137	Abbot-West Enterprises, Inc	378 E. Base St.	Madison	FL	33240	(850) 973-2300
00173	The Hirsch Brothers, LLC	7304 Royal Palm Blvd.	Margate	FL	33063	(954) 977-4444
00295	Marianna Foods, Inc.	4470 LaFayette	Marianna	FL	32446	(850) 526-7878
03031	Millennium Food Service, L.L.C.	4250 N. Wickham Rd. #102	Melbourne	FL	32935	(321) 255-9900
00134	Babylon Pizza, LLC	233 Crockett Rd.	Merritt Island	FL	32953	(321) 459-9771
00291	Milton Foods, Inc.	6534 Caroline Street	Milton	FL	32570	(850) 626-8600
03025	Sunway Enterprises	2262 US Hwy 1 #1	Mims	FL	32754	(321) 264-2455
03013	Martin and Peggy McMurry	525 Pine Island Rd. Ste. #L	N. Fort Myers	FL	33903	(239) 995-9100
00266	Pizza Mgmt. of North Naples, Inc.	10265 N. Tamiami Trail Ste. #3	Naples	FL	34108	(239) 597-0007
00281	R&T Pizza Mgmt. #1, Inc.	2168 Santa Barbara Blvd. 5 & 6	Naples	FL	34116	(239) 352-8888
00227	Estates Pizza Mgmt. Inc.	23 Golden Gate Blvd. East	Naples	FL	34120	(239) 455-9995
00223	Navarre Pizza LLC	8230 Navarre Pkwy	Navarre	FL	32566	(850) 939-6400
00139	KLJ, Inc.	4511 Grand Blvd.	New Port Richey	FL	34652	(727) 842-4900
00188	Moon Lake Foods, Inc.	9109 Ridge Rd.	New Port Richey	FL	34654	(727) 846-7760
00210	Fine Fare Enterprises II, Inc.	14209 W. Newberry Rd. Suite #B	Newberry	FL	32669	(352) 331-9997
00241	Crawley Enterprises	1144 John Simms Parkway	Niceville	FL	32578	(850) 729-2222

2014 FDD
1509545v4 (04/10/14)

OPERATIONAL FRANCHISEES

2014

00207	SM & 4A, Inc.	1085 Tamiami Trail	Nokomis	FL	34275	(941) 412-0099
00271	North Port Pizza, Inc.	13201 B Tamiami Trail	North Port	FL	34287	(941) 426-0995
03001	S & K Services, LLC	11115 SW 93rd Ct. #400	Ocala	FL	34481	(352) 861-0555
03029	UM Bella LLC	2701 SW College Rd. #310	Ocala	FL	34474	(352) 861-1071
03014	Mar-Cor Investment	3435 N. Pine St. #203	Ocala	FL	34471	(352) 671-9979
00133	Kanik, LLC	3753 East Silver Springs Blvd.	Ocala	FL	34470	(352) 694-7171
00225	Henderson Pizza Inc.	6853 SE Maricamp	Ocala	FL	34472	(352) 687-4000
00162	441 Pizza Inc.	3248 Hwy. 441 South #3	Okeechobee	FL	34974	(863) 467-2222
00220	CR 55 Pizza, LLC	25861 SE Hwy 19	Old Town	FL	32680	(352) 542-2212
00140	Jenn-R-J Corporation	3780 Tampa Rd.	Oldsmar	FL	34677	(813) 854-1595
00131	Orange City Food Management, LLC	2415 Enterprise Dr.	Orange City	FL	32763	(386) 775-0550
00146	Alafaya Trail Pizza, Inc.	11774 E. Colonial Dr.	Orlando	FL	32817	(407) 273-9676
00178	Agresta Enterprises, Inc.	1790 Chickasaw Trail	Orlando	FL	32825	(407) 380-1780
03045	Orlando Food Management LLC	2304 Kirkman Rd	Orlando	FL	32811	(407) 296-7070
00100	Bohardt Enterprises Roman Maldonado Investment, Inc.	3424 Edgewater Drive	Orlando	FL	32804	(407) 839-1300
03024	Inc.	5380 S. John Young Parkway	Orlando	FL	32839	(407) 903-1880
00163	T.T&M. Pizzeria, Inc.	5740 N Orange Blossom Trail	Orlando	FL	32810	(407) 299-7188
00184	Beaumaaks1012, LLC	7628 Sun Vista Way	Orlando	FL	32822	(407) 282-0555
00194	T3 Restaurant Group LLC.	1333 W. Broadway St.	Oviedo	FL	32765	(407) 366-2332
00201	Pace Foods	4475 Woodbine Rd. Ste 1	Pace	FL	33571	(850) 994-6880
03043	PSP Foods, LLC	3085 Jupiter Blvd. SE	Palm Bay	FL	32909	(321) 499-4599
00174	Von-Von, Inc.	620 Alt 19 North	Palm Harbor	FL	34683	(727) 789-3737
03015	T & R LLC	3068 Lake Worth Rd.	Palm Springs	FL	33461	(561) 296-2500
00183	Muff-D's Enterprises, Inc.	1705 8th Ave. West	Palmetto	FL	34221	(941) 722-0006
00272	Panama Beach Foods, Inc.	10430 Front Beach Road	Panama City	FL	32407	(850) 230-3999
00246	Panama City Foods, Inc.	607 East 23rd Street	Panama City	FL	32405	(850) 747-9464
00249	Panama City Beach, Inc.	17180 Front Beach Road	Panama City Beach	FL	32413	(850) 236-4426
00261	Panama Foods, Inc.	306 S. Tyndall Parkway	Parker	FL	32404	(850) 747-0447
00283	9th Foods, Inc.	2790 Creighton Rd.	Pensacola	FL	32504	(850) 494-2600
00229	Michigan Foods, Inc.	3230 W. Michigan Ave.	Pensacola	FL	32507	(850) 941-4000
00276	9 Mile Foods, Inc.	40 W. Nine Mile Road	Pensacola	FL	32543	(850) 494-0073
00267	Pensacola Foods, Inc.	610 N. Navy Road	Pensacola	FL	32507	(850) 457-6900
00113	Bud II Enterprises, Inc.	6328 Park Blvd.	Pinellas Park	FL	33781	(727) 541-6465
00106	Sobh Foods, Inc.	208 N. Alexander St.	Plant City	FL	33566	(813) 752-6113
00200	Charlie's Xpress Mart	2424 Hwy 92 East	Plant City	FL	33566	(813) 764-0363
03027	Crew Investments, LLC	1809 N Pine Island Rd	Plantation	FL	33322	(954) 636-1111

2014 FDD
1509545v4 (04/10/14)

OPERATIONAL FRANCHISEES

2014

00296	Ninety Two Foods, Inc.	221 Commonwealth Ave. SW	Polk City	FL	33868	(863) 984-2440
00193	BKD Enterprises, Inc.	2395 Tamiami Trail #16	Port Charlotte	FL	33952	(941) 627-9200
00265	ST. Joe Foods	418 Monument Ave.	Port St. Joe	FL	32456	(850) 229-9222
03021	DLT Central, Inc.	222 SW Port St. Lucie Blvd #106	Port St. Lucie	FL	34984	(772) 323-2565
00222	Ope's Pizza	222 Tamiami Trail	Punta Gorda	FL	33950	(941) 505-8800
00286	Malak Pizza	1117 West Jefferson Street	Quincy	FL	32351	(850) 627-3000
00177	Two For You Foods, Inc.	9990 US Hwy. 301 North	Riverview	FL	33578	(813) 677-7353
00195	Sun City Foods, Inc.	3856 Sun City Center Blvd	Ruskin	FL	33573	(813) 633-3433
03040	Syms Fast Food, LLC	6054 Sisson Rd	S. Titusville	FL	32780	(321) 268-8778
00107	LEPM, LLC	2400 S. French Rd.	Sanford	FL	32771	(407) 321-4440
03048	Bonifay Foods LLC	2078 Highway 98 West Unit #103	Santa Rosa Beach	FL	32459	(850) 622-3333
00242	Mohamamed El Azzaovi	3333 N. Tamiami Trail #250B	Sarasota	FL	34234	(941) 351-8656
00169	17th Food, Inc.	3572 17th Street	Sarasota	FL	34235	(941) 951-2919
00160	Bee Ridge Pizza, Inc	4112 Bee Ridge Rd.	Sarasota	FL	34233	(941) 377-1984
00157	KAD Enterprises, Inc.	6986 Beneva Rd.	Sarasota	FL	34231	(941) 922-9114
03037	Southgate Pizza, Inc.	2934 US Hwy 27 North	Sebring	FL	33870	(863) 385-4777
00132	North Parsons Foods, Inc.	2004 S. Parsons Ave.	Seffner	FL	33584	(813) 684-0807
00119	KJR Pizza, Inc.	6989 Seminole Blvd.	Seminole	FL	33772	(727) 392-2288
00185	BDK Too, Inc.	1965 Tamiami Trail	South Venice	FL	34293	(941) 493-4200
00170	Full Circle Foods, Inc.	7325 Spring Hill	Spring Hill	FL	34606	(352) 683-0000
00250	Naik & Desai, LLC	140 San Marco Ave.	St. Augustine	FL	32084	(904) 829-0909
03039	Visunny, LLC.	3915 A1A South #105	St. Augustine	FL	32080	(904) 471-2700
00293	Florida Pizza Mgmt. Crop.	1900 13th Street	St. Cloud	FL	34769	(407) 957-3131
00141	BUD Enterprises, Inc.	1500 34th St. North	St. Petersburg	FL	33713	(727) 327-6010
00239	Anomaly Ventures, LLC	3073 18th Ave. S.	St. Petersburg	FL	33712	(727) 327-5555
00110	LRJS Inc.	4690 49th Street North	St. Petersburg	FL	33709	(727) 525-5444
00121	KMJR Pizza, Inc.	5570 4th Street North	St. Petersburg	FL	33703	(727) 527-8811
03012	Howie Central, Inc.	6570 Central Ave.	St. Petersburg	FL	33707	(727) 345-2020
03009	Steinhatchee Pizza LLC	806 S. Riverside Dr.	Steinhatchee	FL	32359	(352) 498-7100
00251	DLT South, Inc.	3311 SE US Hwy 1	Stuart	FL	34997	(772) 221-9915
00217	Summerfield Food	9945 SE Hwy 42	Summerfield	FL	34491	(352) 245-8252
00145	Southside Pizza of Florida, LLC.	131-1 East Orange Ave.	Tallahassee	FL	32301	(850) 421-3333
00245	Tallahassee Foods, Inc.	1496 Apalachee Parkway	Tallahassee	FL	32301	(850) 942-6800
00248	Tallahassee Pizza, Inc.	2020 W. Pensacola Street	Tallahassee	FL	32304	(850) 574-2200
00206	Mahan Foods Inc.	3111 Mahan Drive	Tallahassee	FL	32308	(850) 877-8999
00259	South End Foods, Inc.	3491 Thomasville Road Unit #1	Tallahassee	FL	32309	(850) 894-3100
03044	Southwood Foods LLC	3551 Blairstone Rd. Unit 7	Tallahassee	FL	32301	(850) 671-3400

2014 FDD
1509545v4 (04/10/14)

OPERATIONAL FRANCHISEES

2014

00292	Lake Jackson Pizza, Inc.	3839 N. Monroe Street Unit #1	Tallahassee	FL	32303	(850) 562-5656
00126	78th Foods, Inc.	1302 B So. 78th Street	Tampa	FL	33619	(813) 664-0717
00125	G-Man, Inc.	14916 North Florida Ave.	Tampa	FL	33613	(813) 968-3272
00219	ARG Enterprises, Inc	15359 Amberly Drive	Tampa	FL	33647	(813) 971-8818
03019	GHG Pizza Co. Inc.	15441 N. Dale Mabry	Tampa	FL	33618	(813) 265-2111
00198	Gun-Ho #198, Inc.	2001 E. Hillsborough Ave.	Tampa	FL	33610	(813) 239-3233
00127	EMJ Pizza, Inc.	3216 S. Dale Mabry	Tampa	FL	33629	(813) 837-6577
00129	Hun-Ho 129 Inc.	4541 Gunn Hwy	Tampa	FL	33624	(813) 968-3660
00109	SJ Pizza, Inc.	4810 S.E. Busch	Tampa	FL	33617	(813) 988-2222
00104	Hun-Ho 104, Inc.	5802 N. Armenia	Tampa	FL	33603	(813) 870-6111
00167	Gun-Ho #167, Inc.	6207 E. Hillsborough	Tampa	FL	33610	(813) 628-0037
00120	Y.K.F Foods, Inc.	6431 County Line Rd.	Tampa	FL	33647	(813) 907-6999
00189	Pizza of Citrus Park, Inc.	7620 Gunn Hwy #130	Tampa	FL	33625	(813) 920-6311
00108	Hun-Ho 108, Inc.	8414 N. Armenia	Tampa	FL	33612	(813) 932-4330
00148	V L H Enterprises	8802 Rocky Creek Rd.	Tampa	FL	33615	(813) 885-9992
00182	University East Food, Inc.	9517 East Fowler Avenue	Thonotosassa	FL	33592	(813) 986-7822
03035	Sunway Enterprises	3465 Garden St.	Titusville	FL	32796	(321) 225-8928
03005	CR 55 Pizza, LLC	414 W. Wade St.	Trenton	FL	32693	(352) 463-9499
00153	Brandon Foods, Inc.	2501 Hwy 60 East	Valrico	FL	33594	(813) 654-0650
03032	Jdial II Inc.	2150 58th St	Vero Beach	FL	32966	(772) 257-7300
00228	TZ Foods	3071 S. Rifle Range Rd.	Wahneta	FL	33880	(863) 318-1122
00142	KC & FS Inc.	27307 State Rd. 54 W	Wesley Chapel	FL	33544	(813) 973-7555
00203	Mr. Meat LLC	2835 N. Military Tr. Bay #G	West Palm Beach	FL	33409	(561) 615-7171
00282	Xegner Investments, Inc.	16640 Saddle Club Rd.	Weston	FL	33326	(954) 385-8200
03022	Wewa Foods, Inc.	3050 Hwy 71	Wewahitchka	FL	32424	(850) 639-4300
00297	Hicks Pizza, LLC	701 South Main Street	Wildwood	FL	34785	(352) 748-5525
00268	Farr Out Pizza Co, Inc.	1025 S. Dillard St.	Winter Gardens	FL	34787	(407) 654-5954
00149	GBP Pizza, Inc.	1144 6th St. NW	Winter Haven	FL	33881	(863) 293-4633
00240	TZ Foods, Inc.	3006 State Road 540	Winter Haven	FL	33880	(863) 294-9334
00190	Middletown Dreams LLC	3007 Cypress Gardens Rd.	Winter Haven	FL	33884	(863) 324-2055
00235	Chip's Pizza LLC	2262 Aloma Ave.	Winter Park	FL	32792	(407) 644-8262
00175	Five-Two Seven Foods, Inc.	5440 Gall Blvd.	Zephyrhills	FL	33542	(813) 788-5515
00224	JZ Pizza Inc.	105 SR 64 East	Zolfo Springs	FL	33890	(863) 735-2100

OPERATIONAL FRANCHISEES

2014

GEORGIA

<u>Store #</u>	<u>Franchisee</u>	<u>Street</u>	<u>City</u>	<u>State</u>	<u>Zip</u>	<u>Phone</u>
02409	Schomburg, LLC	7590 Schomburg Rd.	Columbus	GA	31909	(706) 507-2525
02401	Zackay, LLC	5485 Bethelview Rd, Unit 430	Cumming	GA	30040	(470) 239-4791
02407	HHP Enterprises, Inc.	618 N. Peterson Ave.	Douglas	GA	31533	(912) 384-5500
02412	PSP Starr, LLC	2987 Chapel Hill Rd., Suite 103	Douglasville	GA	30135	(678) 838-8300
02410	The Pizza Group of Atlanta, Inc.	745 Beaver Ruin Rd. Suite 1400	Lilburn	GA	30047	(770) 279-9500
02405	Womack Foods, Inc.	371 South Belair	Martinez	GA	30907	(706) 650-9220
00215	G & G Pizza Company	607 Brannen Street, Unit #4	Statesboro	GA	30458	(912) 764-6565

INDIANA

<u>Store #</u>	<u>Franchisee</u>	<u>Street</u>	<u>City</u>	<u>State</u>	<u>Zip</u>	<u>Phone</u>
02004	Flynnster, Inc.	1400 N. Wayne St., Suite B	Angola	IN	46703	(260) 665-7766
02016	Hershock Brothers Pizza Co.	1047 West 7th Street	Auburn	IN	46706	(260) 920-1000
02009	Avon Pizza, LLC	7722 E. US Highway 36	Avon	IN	46123	(317) 272-1801
02007	Fishers Pizza, LLC	9235 East 141st Street	Fishers	IN	46038	(317) 773-5800
02008	Fort Wayne Pizza Co.	6410 W. Jefferson Blvd., Ste. G19A	Fort Wayne	IN	46804	(260) 436-0110
02020	Beach Grove Pizza, LLC	6005 E. Thompson Rd.	Indianapolis	IN	46237	(317) 786-5800
02013	Castleton Pizza, LLC	9546 Allisonville Rd.	Indianapolis	IN	46250	(317) 585-5800
02006	Wapacoo Pizza Co.	871 East North Street	Kendallville	IN	46755	(260) 347-8000
02022	Flynnster of South Bend, Inc.	2035 E. Ireland Rd.	South Bend	IN	46614	(574) 231-1100
02014	Travail, Inc.	15 Roosevelt Rd.	Valparaiso	IN	46383	(219) 476-0800

LOUISIANA

<u>Store #</u>	<u>Franchisee</u>	<u>Street</u>	<u>City</u>	<u>State</u>	<u>Zip</u>	<u>Phone</u>
03802	RW Pizza Enterprises, Inc.	5201 Nicholson Dr. Suite A	Baton Rouge	LA	70808	(225) 761-4694
03801	RW Pizza Enterprises, Inc.	1533 N. Airline Hwy	Gonzales	LA	70737	(225) 644-4694
00501	Geaux Pizza LLC	2419 Congress Street	Lafayette	LA	70506	(337) 889-5400

MARYLAND

<u>Store #</u>	<u>Franchisee</u>	<u>Street</u>	<u>City</u>	<u>State</u>	<u>Zip</u>	<u>Phone</u>
01203	777 BLESSINGS, LLC	17609 Redland Road	Derwood	MD	20855	(301) 330-9558

OPERATIONAL FRANCHISEES

2014

MICHIGAN

<u>Store #</u>	<u>Franchisee</u>	<u>Street</u>	<u>City</u>	<u>State</u>	<u>Zip</u>	<u>Phone</u>
00044	Next Generation Pizza, Inc.	1565 West Maumee	Adrian	MI	49221	(517) 263-8149
00536	Albion Pizza Company, Inc.	111 Cass Street	Albion	MI	49224	(517) 629-2924
00034	Hungry Howie's Properties, Inc.	650 Point Tremble Rd.	Algonac	MI	48001	(810) 794-3000
01058	J & J Food, Inc.	6185 Lake Michigan Dr.	Allendale	MI	49401	(616) 895-6777
01090	KLSG Pizza, LLC.	882 Van Dyke	Almont	MI	48003	(810) 798-0800
01061	Hungry Howie's Properties, Inc.	2261 US 23 South	Alpena	MI	49707	(989) 358-1040
00072	Om Satname, LLC	3365 Washtenaw Ave., Unit J	Ann Arbor	MI	48104	(734) 929-0072
00018	Millennium Food Service, L.L.C.	3011 E. Walton Blvd.	Auburn Hills	MI	48326	(248) 373-4330
01078	Millennium Food Service, L.L.C.	843 N. Van Dyke	Bad Axe	MI	48413	(989) 269-3500
01006	Battle Creek Pizza, Inc.	189 Columbia Avenue	Battle Creek	MI	49015	(269) 962-5400
00069	Hungry Howie's Properties, Inc.	502 S. Euclid	Bay City	MI	48706	(989) 667-9100
00008	Berkley Pizza Company, Inc.	3675 W. 12 Mile Rd.	Berkley	MI	48072	(248) 545-1060
01017	B.H. PIZZA, INC.	33901 Woodward Ave.	Birmingham	MI	48009	(248) 540-6040
00564	Millennium Food Service, L.L.C.	3935 Telegraph Road	Bloomfield Hills	MI	48302	(248) 594-6000
00077	Millennium Food Service, L.L.C.	1615 South Opdyke Road	Bloomfield Twp.	MI	48304	(248) 334-4000
00599	Hungry Howie's Properties, Inc.	6182 Dixie Hwy	Bridgeport	MI	48722	(989) 777-7600
00027	Brighton Pizza Company	603 W. Grand River	Brighton	MI	48116	(810) 227-3771
00594	Brooklyn Pizza, Inc.	250 S. Main	Brooklyn	MI	49230	(517) 592-2225
00587	Millennium Food Service, L.L.C.	2466 South Center	Burton	MI	48519	(810) 742-1122
01036	Lesota, LTD.	G4495 Fenton Road	Burton	MI	48529	(810) 767-8300
00540	Jerpie, Inc.	8980 -G North Rodgers Drive	Caledonia	MI	49316	(616) 891-7777
00068	Jackson Food Service, Inc.**	220 N. Canton Center Rd.	Canton	MI	48187	(734) 981-0900
01079	Hungry Howie's Properties, Inc.	893 S. State Street	Caro	MI	48723	(989) 672-4166
00547	Jerpie, Inc.	151 South Main Street #2	Cedar Springs	MI	49319	(616) 696-4444
01023	Charlotte Pizza Company, LLC	120 E. Lawrence	Charlotte	MI	48813	(517) 541-1100
00548	Millennium Food Service, L.L.C.	1123 West Broad Street	Chesaning	MI	48616	(989) 845-5450
00598	Valiant North, Inc.	30130 23 Mile Rd.	Chesterfield	MI	48047	(586) 421-9600
00093	Hungry Howie's Properties, Inc.	25530 21 Mile Rd.	Chesterfield Twp	MI	48051	(586) 598-8700
00588	P & P Pizza, LLC.	919 N. McEwan	Clare	MI	48617	(989) 386-2345
00554	SMJ, Inc.	3980 Ortonville Rd.	Clarkston	MI	48348	(248) 620-9002
01062	Clarkston Pizza Co.	4726 Clarkston Road	Clarkston	MI	48348	(248) 394-1200
00572	SMJ, Inc.	6315 Sashabaw Rd., Unit G	Clarkston	MI	48346	(248) 625-7474
00022	Clawson Pizza Company	479 W. 14 Mile Rd.	Clawson	MI	48017	(248) 280-1480
00080	Hungry Howie's Properties, Inc.	20824 Hall Road	Clinton Twp	MI	48035	(586) 783-1500

2014 FDD
1509545v4 (04/10/14)

OPERATIONAL FRANCHISEES

2014

00083	MT. CLEMENS PIZZA CORPORATION	37265 Groesbeck	Clinton Twp.	MI	48036	(586) 463-6300
01064	Hungry Howie's Properties, Inc.	530 South Mill Street	Clio	MI	48420	(810) 687-5000
01037	Stanley's Pizza Co.	518 Marshall Street	Coldwater	MI	49036	(517) 279-2992
00060	Union Lake Pizza Company, LLC	3183 Union Lake Rd.	Commerce Twp.	MI	48382	(248) 363-2050
00573	Jerpie, Inc.	1136 Randall Street, Unit N	Coopersville	MI	49404	(616) 997-9797
00096	Venture Services, LTD.	1026 South State, #C	Davison	MI	48423	(810) 653-6688
00004	Jackson Food Service, Inc.**	3736 Monroe	Dearborn	MI	48124	(313) 278-1230
00541	Murk's Village Market Inc.	108 East Delaware	Decatur	MI	49045	(269) 423-8100
00009	Stephen Zelenka**	18940 West Warren Road	Detroit	MI	48228	(313) 271-8620
00052	Chambe Pizza Corporation	18950 W. McNichols	Detroit	MI	48219	(313) 534-6400
03603	Metropolitan Pizza Group, LLC	8991 Linwood	Detroit	MI	48206	(313) 896-3540
00079	Stephen Zelenka**	9911 Greenfield	Detroit	MI	48227	(313) 273-5700
00556	Midfield Concessions Enterprises, Inc.	Waterworks Food Court McNamara Terminal Gates A1-A7 Detroit Metro Airport	Detroit	MI	48242	(734) 229-0616
01081	Dewitt Pizza Company, LLC	121 East Main Street	DeWitt	MI	48220	(517) 669-2555
01031	Dittrich Investments Inc.	8769 E. Monroe	Durand	MI	48429	(989) 288-2323
00084	WAM Foods, Inc.	134 N. Harrison	East Lansing	MI	48823	(517) 336-9111
00570	East Lansing Pizza, LLC	3499 East Lake Lansing Rd.	East Lansing	MI	48823	(517) 332-1020
01051	Hungry Howie's Properties, Inc.	200 West Bay Street	East Tawas	MI	48730	(989) 362-3100
00019	Hungry Howie's Properties, Inc.	22441 Kelly Rd.	Eastpointe	MI	48021	(586) 445-2220
01009	Eaton Rapids Pizza Company, LLC	916 S. Main Street	Eaton Rapids	MI	48827	(517) 663-6200
01007	Hungry Howie's Properties, Inc.	3200 Center Ave.	Essexville	MI	48732	(989) 894-2100
00038	Shanker Corporation	35103 Grand River Avenue	Farmington	MI	48335	(248) 474-1111
00029	Jeff Hearn**	22467 Middlebelt Road	Farmington Hills	MI	48336	(248) 477-5210
00558	MJM Pizza, LLC	27634 Middlebelt	Farmington Hills	MI	48334	(248) 442-9900
00095	Jackson Pizza Company LLC	1003 N. Leroy	Fenton	MI	48430	(810) 629-3100
00026	Ferndale Pizza Company, Inc	419 W. 9 Mile Rd.	Ferndale	MI	48220	(248) 546-0643
00089	CMA I, Inc.	24637 Gibraltar Rd.	Flat Rock	MI	48134	(734) 783-2900
00040	Millennium Food Service, L.L.C.	3625 Corunna Rd.	Flint	MI	48532	(810) 232-6522
00047	Millennium Food Service, L.L.C.	4020 Richfield	Flint	MI	48506	(810) 244-7070
01086	Lesota, LTD.	1419 Flushing Road	Flushing	MI	48433	(810) 487-7000
01085	Fowlerville Pizza Company, Inc.	601 West Grand River	Fowlerville	MI	48836	(517) 223-3200
01092	Hungry Howie's Properties, Inc.	479 North Main St.	Frankenmuth	MI	48734	(989) 652-8850
00586	Millennium Food Service, L.L.C.	115 S. Main, #68	Freeland	MI	48623	(989) 695-5700
00054	Jackson Food Service, Inc.**	28532 Ford Rd.	Garden City	MI	48135	(734) 522-2121

2014 FDD
1509545v4 (04/10/14)

OPERATIONAL FRANCHISEES

2014

01074	Hungry Howie's Properties, Inc.	742 W. Cedar	Gladwin	MI	48624	(989) 426-1868
01002	SMJA, Inc. Grand Ledge Pizza Company, Inc.	11565 S. Saginaw St. 323 S. Bridge Road	Grand Blanc Grand Ledge	MI	48439	(810) 695-6700 (517) 627-8300
01043	J & J Food, Inc.	1808 Breton Rd. S.E	Grand Rapids	MI	49506	(616) 954-9999
01080	Martin H Enterprises, Inc.	2221 Plainfield Ave.	Grand Rapids	MI	49505	(616) 363-4055
00530	CMA I, Inc.	8535 Macomb	Grosse Ile	MI	48138	(734) 675-5800
01063	Metro Food Concepts, LLC	15316 East Jefferson	Grosse Pointe Park	MI	48230	(313) 823-7000
03601	Grosse Pointe Pizza, Inc.	21143 Mack Ave.	Grosse Pointe Woods	MI	48236	(313) 886-4500
00049	Metro Food Concepts, LLC	11401 Joseph Campau	Hamtramck	MI	48212	(313) 365-5000
00576	Harrison Pizza Inc.	35410 Jefferson	Harrison Twp.	MI	48045	(586) 791-5005
01021	SMJ, Inc. The Word Enterprises-Haslett, LLC	12402 Highland Rd. 1673 Haslett Road	Hartland Haslett	MI	48353	(810) 632-5959 (517) 339-4333
01000	JACINTO FOODS INC.	125 S Jefferson St	Hastings	MI	49058	(269) 945-5500
01035	Hazel Park Pizza, L.L.C.	914 E. 9 Mile Rd	Hazel Park	MI	48030	(248) 691-9040
00575	SMJ, Inc.	2330 S. Milford Rd.	Highland	MI	48357	(248) 684-7300
00025	SMJ, Inc.	2844 E. Highland Rd.	Highland	MI	48356	(248) 889-8690
01083	Hillsdale Howie's, Inc.	4 West Carleton	Hillsdale	MI	49242	(517) 437-0600
01057	Zeeland Pizza Corporation	65 Douglas, Ste. 6	Holland	MI	49424	(616) 546-4444
00584	Millennium Food Service, L.L.C.	1010 N. Saginaw	Holly	MI	48442	(248) 328-1000
01068	Holt KD, LLC.	2361 Cedar St	Holt	MI	48842	(517) 699-9000
01049	Millennium Food Service, L.L.C.	3057 West Houghton Lake Drive	Houghton Lake	MI	48629	(989) 366-1234
00563	Owl Enterprises, Inc. NEW MILLENNIUM MANAGEMENT	2560 Grand River #11 325 Railroad Street	Howell Hudson	MI	48843	(517) 548-0067 (517) 448-4694
00596	Millennium Food Service, L.L.C.	583 Cedar	Imlay City	MI	49247	(810) 724-4515
01030	Jackson Pies, LLC	836 N. West Ave.	Jackson	MI	48444	(517) 817-2000
01097	J & J Food, Inc.	314 Baldwin Road	Jenison	MI	49202	(616) 457-3333
01010	Smith Pizza Service	1381 S. Drake Rd. suite 1	Kalamazoo	MI	49428	(269) 373-1600
00075	KB Pizza Company Inc	3036 Portage Street	Kalamazoo	MI	49006	(269) 381-6144
01020	K-Zoo Pizza Company	5455 Gull Rd.	Kalamazoo	MI	49001	(269) 342-6002
01069	Brav, Inc.	7949 South 8th Street	Kalamazoo	MI	49008	(269) 375-7970
01048	SSP, Inc.	2170 Cass Lake Road	Keego Harbor	MI	49009	(269) 375-7970
00067	Beale's Meals on Wheels, Inc.	5248 Eastern Ave SE	Kentwood	MI	48320	(248) 683-8383
00048	Blue Water Pizza Group, LLC	5295 Lapeer Road (Wadhams)	Kimball	MI	49508	(616) 532-4433
01013	Millennium Food Service, L.L.C.	195 N. Park Blvd.	Lake Orion	MI	48074	(810) 984-8800
00066	D & W Enterprises, Inc. of	4640 E. M-36, Box 368	Lakeland	MI	48362	(248) 693-6666
00065				MI	48143	(810) 231-9888

OPERATIONAL FRANCHISEES

2014

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00063	VAC Foods, Inc.	742 N. Waverly Rd.	Lansing	MI	48917	(517) 321-4404
00051	J & M Foodservices, Inc.	900 West Holmes Rd.	Lansing	MI	48910	(517) 394-0300
00092	Millennium Food Service, L.L.C.	630 West Genesee Street	Lapeer	MI	48446	(810) 667-2000
03604	Corse, Inc.	1863 Southfield Rd.	Lincoln Park	MI	48146	(313) 357-9000
01044	SMJ, Inc.	8351 Silver Lake Road	Linden	MI	48451	(810) 735-5803
00005	Jeff Hearn**	27448 West 7 Mile Road	Livonia	MI	48152	(248) 777-3300
00017	Jeff Hearn**	33699 Five Mile Road	Livonia	MI	48154	(734) 427-5050
00560	Jackson Food Service, Inc.**	8821 Newburgh Rd.	Livonia	MI	48150	(734) 293-0400
00528	Pat Patterson Properties, Inc.	5485 West US Highway 10	Ludington	MI	49431	(231) 843-6363
01094	Millennium Food Service, L.L.C.	51074 Romeo Plank Rd.	Macomb Twp	MI	48044	(586) 992-1900
00020	Valiant Holdings, Inc.	30495 John R.	Madison Heights	MI	48071	(248) 583-9944
00087	Hungry Howie's Properties, Inc.	105 Fairbanks	Marine City	MI	48039	(810) 765-1100
00535	Marshall Pizza Company, Inc.	15252 Old 27 N	Marshall	MI	49068	(269) 781-3555
00050	Blue Water Pizza Group, LLC	3240 Gratiot Avenue	Marysville	MI	48040	(810) 364-3360
01019	Hart Pizza, Inc.	222 North Cedar	Mason	MI	48854	(517) 676-6622
00006	Stephen Zelenka**	3810 Oakwood Blvd.	Melvindale	MI	48122	(313) 381-0642
00595	SKG Pizza, LLC	3562 South Lapeer Ste. C	Metamora	MI	48455	(810) 678-2600
00549	Weicks/Sinclair, L.L.C.	11300 W. M-179 Hwy.	Middleville	MI	49333	(269) 795-3250
01027	TDL Foods	425 S. Saginaw	Midland	MI	48640	(989) 832-5292
00088	Milan Pizza Company	6 West Main	Milan	MI	48160	(734) 439-1716
01050	Lesota, LTD. Tom Hutchinson & Douglas Myers	11360 N. Saginaw, Suite C 111 S. Mission	Mt. Morris Mt. Pleasant	MI	48458	(810) 686-5577 (989) 772-0044
00098	Myers	111 S. Mission	Mt. Pleasant	MI	48858	(989) 772-0044
00076	J.P.M. Enterprises, L.L.C.	37595 Green Street	New Baltimore	MI	48047	(586) 725-4999
01093	Millennium Food Service, L.L.C.	59065 Gratiot	New Haven	MI	48048	(586) 749-3355
01018	Beezer's, L.L.C.	555 Seven Mile Road	Northville	MI	48167	(248) 305-8376
00041	Oak Park Pizza Company, Inc	24691 Coolidge Hwy	Oak Park	MI	48237	(248) 545-4010
01087	Oakland Pizza	4930 North Adams Rd	Oakland Twp	MI	48306	(248) 276-9999
01033	SMJ, Inc.	280 North Ortonville Road	Ortonville	MI	48462	(248) 627-5255
00537	Hungry Howie's Properties, Inc.	5160 North US Hwy	Oscoda	MI	48750	(989) 739-1300
01096	The Word Enterprises, L.L.C.	3058 Britton Road	Perry	MI	48872	(517) 625-5555
00023	Jeff Hearn**	1327 South Main Street	Plymouth	MI	48170	(734) 453-3550
00081	Walton Pizza LLC	763 Baldwin Ave	Pontiac	MI	48340	(248) 332-9200
00091	Blue Water Pizza Group, LLC	1618 Stone	Port Huron	MI	48060	(810) 987-7000
00014	Jackson Food Service, Inc.**	25249 Plymouth Rd.	Redford	MI	48239	(313) 534-8844
01038	Millennium Food Service, L.L.C.	67437 Main Street	Richmond	MI	48062	(586) 727-4410

OPERATIONAL FRANCHISEES

2014

00071	River Rouge Pizza Company, Inc	11389 West Jefferson Ave.	River Rouge	MI	48218	(313) 843-4100
00058	Metro Food Concepts, LLC	19182 Fort St.	Riverview	MI	48193	(734) 479-1900
00021	RMJA, LLC.	606 N. Main St.	Rochester	MI	48307	(248) 652-2010
00085	RMJA, LLC.	2638 Rochester Rd.	Rochester Hills	MI	48307	(248) 852-0002
01099	Jerpie, Inc.	159 Marcell Drive NE	Rockford	MI	49341	(616) 863-8888
00033	Hungry Howie's Properties, Inc.	17744 Frazho	Roseville	MI	48066	(586) 772-5600
00053	Millennium Food Service, L.L.C.	29042 Utica Rd.	Roseville	MI	48066	(586) 776-9700
00042	Royal Oak Pizza Company, Inc.	904 E. 11 Mile Rd.	Royal Oak	MI	48067	(248) 545-8090
01016	Hungry Howie's Properties, Inc.	3576 Bay Road	Saginaw	MI	48603	(989) 792-6300
01039	Hungry Howie's Properties, Inc.	4938 Gratiot	Saginaw	MI	48603	(989) 793-5100
01077	Milan Pizza, Inc.	901 W. Michigan	Saline	MI	48176	(734) 944-9188
01045	BANYAN VENTURES, L.L.C. SHELBY FOOD MANAGEMENT, INC.	910 Ashman 49143 Schoenherr	Sault Ste. Marie Shelby Twp	MI	49783	(906) 632-6699
01004	HAIDER ENTERPRISES, INC.	54734 Shelby Rd.	Shelby Twp	MI	48315	(586) 739-5100
00078	Murk's Village Market	08337 M-140	South Haven	MI	48316	(248) 656-3300
00545	David Plait	513 S. Lafayette	South Lyon	MI	49090	(269) 637-1155
00097	Southfield Pizza Co.	22040 W. 10 Mile Rd.	Southfield	MI	48178	(248) 486-7900
00032	Metro Food Concepts, LLC	16083 Eureka Rd.	Southgate	MI	48033	(248) 350-8290
00002	Jerpie, Inc.	630 S. State St.	Sparta	MI	48195	(734) 282-0700
00533	Blue Water Pizza Group, LLC	201 N. Riverside Avenue	St. Clair	MI	49345	(616) 887-6666
00059	The Jackman Group, Inc.	31400 Harper Ave.	St. Clair Shores	MI	48079	(810) 329-5900
00039	The Word Enterprises L.L.C.	101 North Clinton Street	St. Johns	MI	48082	(586) 294-8090
00568	Millennium Food Service, L.L.C.	13229 14 Mile Rd.	Sterling Heights	MI	48879	(989) 227-0999
00031	Sterling Heights Pizza Company, Inc	4078 17 Mile Rd	Sterling Heights	MI	48312	(586) 264-0215
00062	Hungry Howie's Properties, Inc.	43067 Hayes	Sterling Heights	MI	48310	(586) 268-8800
00037	AJ & J, Inc.	43747 Van Dyke	Sterling Heights	MI	48313	(586) 566-9700
00061	Stockbridge Pizza, Inc.	200 South Clinton Street	Stockbridge	MI	48314	(586) 726-9300
00566	Millennium Food Service, L.L.C.	7567 Miller Road	Swartz Creek	MI	49285	(517) 851-7447
01008	Jackson Food Service, Inc.**	27198 Eureka Rd.	Taylor	MI	48473	(810) 635-7171
00003	Jackson Food Service, Inc.**	8225 S. Telegraph Rd.	Taylor	MI	48180	(734) 942-9500
00001	TDL Foods	510 W. 14th Street	Traverse City	MI	48180	(313) 295-2350
00086	CMA I, Inc.	3921 West Road	Trenton	MI	49684	(231) 929-7976
01032	Birmingham Pizza, LLC.	3615 Rochester Rd.	Troy	MI	48183	(734) 692-5560
00035	Vallon, Inc.	10784 Belleville	Van Buren Twp	MI	48083	(248) 689-8400
00073	Smith Pizza Service L.L.C.	200 East Prairie	Vicksburg	MI	48111	(734) 697-4545
01040	JO-CO Restaurants, LLC	4069 Lake Michigan Drive	Walker	MI	49097	(269) 649-9099
01075				MI	49504	(616) 735-2050

2014 FDD
1509545v4 (04/10/14)

OPERATIONAL FRANCHISEES

2014

00055	Walled Lake Pizza Company, LLC	954 N. Pontiac Trail	Walled Lake	MI	48390	(248) 624-8006
00045	Millennium Food Service, L.L.C.	22945 Hoover	Warren	MI	48089	(586) 757-1500
03600	Millennium Food Service, L.L.C.	29142 Hoover Rd.	Warren	MI	48093	(586) 558-4800
00028	Warren Pizza L.L.C.	31912 Ryan Road	Warren	MI	48092	(586) 939-3290
00057	Nine Mile Pizza Company, LLC.	4652 E. Nine Mile Rd.	Warren	MI	48091	(586) 754-5355
00070	Romeo Food Management, Inc.	64203 Van Dyke	Washington/Romeo	MI	48095	(586) 752-5200
00024	Little Pete's Inc.	3434 Highland Road (M-59)	Waterford	MI	48328	(248) 681-7070
00043	Little Pete's, Inc	5592 Dixie Hwy.	Waterford	MI	48329	(248) 623-1620
03605	Sinclair/Weicks, LLC	334 Reno Drive	Wayland	MI	49348	(269) 792-1510
00016	Jackson Food Service, Inc.**	5711 S. Wayne Rd.	Wayne	MI	48184	(734) 326-8990
01024	B. Jacobs, Inc.	6453 Farmington Road	West Bloomfield	MI	48322	(248) 626-9922
00011	Jackson Food Service, Inc.**	1820 S. Newburgh Rd.	Westland	MI	48186	(734) 721-0600
00007	Jackson Food Service, Inc.**	30915 Ann Arbor Trail	Westland	MI	48185	(734) 261-5660
00015	Jackson Food Service, Inc.**	33700 Ford Rd.	Westland	MI	48185	(734) 422-0333
00099	Little Pete's, Inc.	9135 Highland Road	White Lake	MI	48383	(248) 698-1940
01082	Whitmore Lake Pizza Company, LLC	11930 Whitmore Lake Rd.	Whitmore Lake	MI	48189	(734) 449-9100
00094	Williamston Pizza, Inc.	205 West Grand River	Williamston	MI	48895	(517) 655-5900
01014	Wixom Pizza Company, LLC	31204 S. Wixom Road	Wixom	MI	48393	(248) 960-0100
01005	Lentrek, Inc.	1534 Ford Ave.	Wyandotte	MI	48192	(734) 282-4026
00527	WD 3 Ypsilanti, Inc.*	1874 Whittaker Road	Ypsilanti	MI	48197	(734) 480-0400
00010	Ford Blvd. Pizza, Inc	215 South Ford Blvd.	Ypsilanti	MI	48198	(734) 482-0522
00539	Zeeland Pizza Corporation	26 N. State St.	Zeeland	MI	49464	(616) 772-7070

MISSISSIPPI

<u>Store #</u>	<u>Franchisee</u>	<u>Street</u>	<u>City</u>	<u>State</u>	<u>Zip</u>	<u>Phone</u>
09003	GMLV, LLC	1060 Spillway Circle	Brandon	MS	39047	(601) 706-0418
09004	GMLV, LLC	105 HWY 80 East	Clinton	MS	39056	(601) 708-0001
09002	GMLV, LLC	7157 Old Canton Rd.	Ridgeland	MS	39157	(601) 898-5008

NORTH CAROLINA

<u>Store #</u>	<u>Franchisee</u>	<u>Street</u>	<u>City</u>	<u>State</u>	<u>Zip</u>	<u>Phone</u>
00609	E & F Pizza Perfect, LLC	1748 Blowing Rock Rd.	Boone	NC	28607	(828) 264-5004
00608	E & F Pizza Perfect, LLC	1707 Sardis Rd., North	Charlotte	NC	28270	(704) 845-5100
00619	E & F Pizza Perfect, LLC	6316A W. Sugar Creek Rd.	Charlotte	NC	28269	(704) 509-4567

2014 FDD
1509545v4 (04/10/14)

OPERATIONAL FRANCHISEES

2014

00611	E & F Pizza Perfect, LLC	8334 Pineville-Matthews Rd. suite 104	Charlotte	NC	28226	(704) 752-7577
00600	E & F Pizza Perfect, LLC	8610-F Camfield Street	Charlotte	NC	28277	(704) 543-7900
00610	E & F Pizza Perfect, LLC	8816 Unit B., University East Drive	Charlotte	NC	28213	(704) 598-4744
00617	E & F Pizza Perfect, LLC	8943 South Tryon St. Suite D	Charlotte	NC	28273	(704) 588-2000
00623	E & F Pizza Perfect, LLC	553 S. Indian Trail	Indian Trail	NC	28079	(704) 821-1004
00612	Satut Holdings, LLC	1814 Oberlin Rd.	Raleigh	NC	27608	(919) 789-0001
00613	Satut Holdings, LLC	6701 Glenwood Ave.	Raleigh	NC	27612	(919) 782-3434
00615	The 4-Allens Corp	166 Millers Creek Drive, Unit G	Winston-Salem	NC	27127	(336) 764-9898
00624	Flynn & Dunaway, LLC	3914 Country Club Road	Winston-Salem	NC	27104	(336) 768-9000

NEVADA

<u>Store #</u>	<u>Franchisee</u>	<u>Street</u>	<u>City</u>	<u>State</u>	<u>Zip</u>	<u>Phone</u>
00906	North Vegas Pizza LLC	6365 Simmons Street	Las Vegas	NV	89031	(702) 433-1313

OHIO

<u>Store #</u>	<u>Franchisee</u>	<u>Street</u>	<u>City</u>	<u>State</u>	<u>Zip</u>	<u>Phone</u>
00874	Moreau Foodservice**	366 Waterloo Rd.	Akron	OH	44320	(330) 786-9200
00837	Hooyah Holdings, Inc.	634 West State St.	Alliance	OH	44601	(330) 821-9999
00822	SNV of Athens, LLC	235 W. Union Street	Athens	OH	45701	(740) 594-4694
00860	Hooyah Boardman, Inc.	5205 Market	Boardman	OH	44512	(330) 782-9999
00835	Canton East 835, LLC	2121 Columbus Road, N.E.	Canton	OH	44705	(330) 455-5141
00832	Canton 832, LLC	2411 Tuscarawas Street W.	Canton	OH	44708	(330) 453-1681
00865	HHP Holding Company, LLC	1428 N. High St.	Columbus	OH	43201	(614) 297-0000
00824	Bill Moreau**	2404 State Road	Cuyahoga Falls	OH	44223	(330) 923-9200
00818	HH Pizza Store #818, LLC	815 North Houk Rd.	Delaware	OH	43015	(740) 363-8020
00829	HHP Holding Company, LLC	1444 E. Main	Kent	OH	44240	(330) 677-5555
00823	LAKEWOOD PIZZA INC.	16210 Detroit Ave.	Lakewood	OH	44107	(216) 521-7200
00838	North Shore Food Services, LLC	1033 S. Court Street	Medina	OH	44256	(330) 722-9888
00830	E & R Fritz Inc	9173 Mentor, Unit 2	Mentor	OH	44060	(440) 205-9595
00872	HHP Holding Company, LLC	35 North Cleveland Ave.	Mogadore	OH	44260	(330) 628-1164
00863	HHP Holdings, LLC	1146 Hill Rd. N.	Pickerington	OH	43147	(614) 577-0123
00801	P & N PIZZA CO.	5820 Douglas Ave.	Toledo	OH	43613	(419) 474-2800
00873	HHP Holding Company, LLC	3939 Massillon Rd.	Uniontown	OH	44685	(330) 899-9993
00813	WESTLAKE PIZZA, INC..	24533 Center Ridge Rd.	Westlake	OH	44145	(440) 899-1236

OPERATIONAL FRANCHISEES
2014

OKLAHOMA

<u>Store #</u>	<u>Franchisee</u>	<u>Street</u>	<u>City</u>	<u>State</u>	<u>Zip</u>	<u>Phone</u>
02705	Oklahoma Pizza Partners, L.L.C.	6703 East 81st St., Ste. B	Tulsa	OK	74133	(918) 523-0000

PENNSYLVANIA

<u>Store #</u>	<u>Franchisee</u>	<u>Street</u>	<u>City</u>	<u>State</u>	<u>Zip</u>	<u>Phone</u>
02602	Remmco, Inc.	3329 Beale Ave.	Altoona	PA	16601	(814) 943-7000
02603	Pie Guys, LLC	128 W. 12th St.	Erie	PA	16501	(814) 464-0202
02604	Pie Guys, LLC	3558 W. 26th St.	Erie	PA	16506	(814) 833-2002
02601	Pie Guys, LLC	5086 Station Rd.	Erie	PA	16510	(814) 899-4242

SOUTH CAROLINA

<u>Store #</u>	<u>Franchisee</u>	<u>Street</u>	<u>City</u>	<u>State</u>	<u>Zip</u>	<u>Phone</u>
02503	SMW Foodsystems, L.L.C.	6801 St. Andrews Rd. Unit 15 Quail Valley Plaza	Irmo	SC	29212	(803) 749-2669
02506	Succulus, LLC	203 B. East Butler Rd.	Mauldin	SC	29662	(864) 676-0100
02501	MB Pizza, LLC	1601 S Kings Hwy	Myrtle Beach	SC	29577	(843) 444-2000
02502	MB Pizza, LLC	4005 Hwy 17 S	North Myrtle Beach	SC	29582	(843) 361-1300
02500	2500 Simpsonville, LLC	654 Fairview Rd., Ste. E	Simpsonville	SC	29680	(864) 962-8809
02507	MB Pizza, LLC	1610 Business 17 S	Surfside Beach	SC	29575	(843) 650-2010

TENNESSEE

<u>Store #</u>	<u>Franchisee</u>	<u>Street</u>	<u>City</u>	<u>State</u>	<u>Zip</u>	<u>Phone</u>
01710	SEAGROVE CORP.	4345 Ringgold Rd.	Chattanooga	TN	37412	(423) 629-7007
01709	YELLOW PHOENIX, INC.	1501 E. Morris Blvd. Suite 4	Morristown	TN	37813	(423) 587-8889
01708	Hindusa, Inc.	2015B Lascassas Pike	Murfreesboro	TN	37130	(615) 900-3971

TEXAS

<u>Store #</u>	<u>Franchisee</u>	<u>Street</u>	<u>City</u>	<u>State</u>	<u>Zip</u>	<u>Phone</u>
01522	COLD BAY ENTERPRISES, INC.	3300 S. Washington	Amarillo	TX	79110	(806) 331-8989
01530	Bird of College Station, LLC	105 Southwest Pkwy Ste. 400	College Station	TX	77840	(979) 693-6666

2014 FDD
1509545v4 (04/10/14)

OPERATIONAL FRANCHISEES

2014

01506	G & G Franchise Investments, Inc.	1310 East Del Mar Blvd., Ste. A, Bldg B	Laredo	TX	78045	(956) 744-4444
01502	J & G Dorman Enterprises, Inc.	3205 University Drive, Suite E	Nacogdoches	TX	75965	(936) 564-3500
01501	Plymouth Beach, LLC	11309 Bandera Road, Suite 107	San Antonio	TX	78250	(210) 647-9856
01523	BDD Enterprises, L.P.	13486 San Pedro Ave. Ste. 103	San Antonio	TX	78216	(210) 650-9923
01535	Bishbo, LLC	3101 Shiloh Road #131	Tyler	TX	75707	(903) 561-9111

UTAH

<u>Store #</u>	<u>Franchisee</u>	<u>Street</u>	<u>City</u>	<u>State</u>	<u>Zip</u>	<u>Phone</u>
02106	Santa Clara Pizza, LLC	1812 West Sunset Blvd. Unit #4	Santa Clara	UT	84770	(435) 656-5588
02107	Bloomington Pizza, LLC	144 West Brigham Rd. Unit #4	St. George	UT	84790	(435) 656-0011
02103	Washington Pizza, LLC	2736 Red Cliffs Dr. Unit #1	St. George	UT	84790	(435) 674-9966

* Company name change. No change in controlling interest.

** Franchise is owned or controlled by either Steven E. Jackson or James R. Hearn or their family members or estates and pay a reduced or no royalty fee.

EXHIBIT L
List of Non-Operational Franchisees

FLORIDA

<u>Store #</u>	<u>Franchisee</u>	<u>City</u>	<u>State</u>	<u>Business Telephone No. or Email Address</u>
03050	Allan & Karen Berggrein	Ocoee	FL	(407) 491-9393
03047	Order Up Inc.	Palm Coast	FL	(386) 446-4461

GEORGIA

<u>Store #</u>	<u>Franchisee</u>	<u>City</u>	<u>State</u>	<u>Business Telephone No. or Email Address</u>
02413	PSP Starr, LLC	Smyrna	GA	preston@pspstarr.com

INDIANA

<u>Store #</u>	<u>Franchisee</u>	<u>City</u>	<u>State</u>	<u>Business Telephone No. or Email Address</u>
02011	Pitts Food Service LLC	Lafayette	IN	hhvalpo@gmail.com

LOUISIANA

<u>Store #</u>	<u>Franchisee</u>	<u>City</u>	<u>State</u>	<u>Business Telephone No. or Email Address</u>
00502	Lion Pizza, LLC	Hammond	LA	rewcle@aol.com
00503	Geaux Pizza, LLC	New Orleans	LA	rewcle@aol.com

MICHIGAN

<u>Store #</u>	<u>Franchisee</u>	<u>City</u>	<u>State</u>	<u>Business Telephone No. or Email Address</u>
00529	Milan Pizza, Inc.	Monroe	MI	4pshannon@gmail.com
00544	Shree Laxmi Corporation*	Novi	MI	vijay1008@hotmail.com
00557	Next Generation Pizza, Inc.	Tecumseh	MI	peteronorin@gmail.com
00550	Wyoming Pizza Corp.	Wyoming	MI	hungryjerry@aol.com

MISSISSIPPI

<u>Store #</u>	<u>Franchisee</u>	<u>City</u>	<u>State</u>	<u>Business Telephone No. or Email Address</u>
9005	GMLV, LLC	Starkville	MS	anewman@hungryhowies-gmlv.com
9006	GMLV, LLC		MS	anewman@hungryhowies-gmlv.com

NEVADA

<u>Store #</u>	<u>Franchisee</u>	<u>City</u>	<u>State</u>	<u>Business Telephone No. or Email Address</u>
00907	North Vegas Pizza, LLC	Las Vegas	NV	chadi1980@aol.com

NEW YORK

<u>Store #</u>	<u>Franchisee</u>	<u>City</u>	<u>State</u>	<u>Business Telephone No. or Email Address</u>
04200	MFPC Enterprises, Inc.	New York	NY	phillip0624@aol.com
04201	MFPC Enterprises, Inc.	New York	NY	phillip0624@aol.com
04202	MFPC Enterprises, Inc.	New York	NY	phillip0624@aol.com

NORTH CAROLINA

<u>Store #</u>	<u>Franchisee</u>	<u>City</u>	<u>State</u>	<u>Business Telephone No. or Email Address</u>
00614	Satut Holdings, LLC	Cary	NC	danmsu@yahoo.com

OKLAHOMA

<u>Store #</u>	<u>Franchisee</u>	<u>City</u>	<u>State</u>	<u>Business Telephone No. or Email Address</u>
02703	Oklahoma Pizza Partners, L.L.C.	Del City	OK	russell.lee@okpizzapartners.com
02704	Oklahoma Pizza Partners, L.L.C.		OK	russell.lee@okpizzapartners.com

SOUTH CAROLINA

<u>Store #</u>	<u>Franchisee</u>	<u>City</u>	<u>State</u>	<u>Phone Number or Email Address</u>
02509	JP Enterprises of Greenville, LLC	Greenville	SC	pnewland@spectrumchemical.com

TENNESSEE

<u>Store #</u>	<u>Franchisee</u>	<u>City</u>	<u>State</u>	<u>Phone Number or Email Address</u>
01711	Pinnacle Pizza, LLC	Franklin	TN	pizzaman2323@bellsouth.net

TEXAS

<u>Store #</u>	<u>Franchisee</u>	<u>City</u>	<u>State</u>	<u>Phone Number or Email Address</u>
01507	Three Brothers Pizza, LLC	Houston	TX	scoewillie2@aol.com

UTAH

<u>Store #</u>	<u>Franchisee</u>	<u>City</u>	<u>State</u>	<u>Phone Number or Email Address</u>
02108	We Make Dough, LLC	Orem	UT	sjohnandersonjr@gmail.com

*Company name change. No change in controlling interest.

EXHIBIT M
Former Franchisees

ALABAMA

<u>Store #</u>	<u>Franchisee</u>	<u>City</u>	<u>State</u>	<u>Business Phone No.</u>	<u>Notes</u>
02312	Daphne Pizza, LLC	Daphne	AL	(251) 621-3866	Ceased Operations

CALIFORNIA

<u>Store #</u>	<u>Franchisee</u>	<u>City</u>	<u>State</u>	<u>Business Phone No.</u>	<u>Notes</u>
00339	Haroyegh, Inc.	Duarte	CA	(626) 599-9991	Ceased Operations

DELAWARE

<u>Store #</u>	<u>Franchisee</u>	<u>City</u>	<u>State</u>	<u>Business Phone No.</u>	<u>Notes</u>
01301	HH Pizza of Delmarva, Inc.	Seaford	DE	(352) 498-0498	Transfer (transfer of majority interest to existing shareholder)

FLORIDA

<u>Store #</u>	<u>Franchisee</u>	<u>City</u>	<u>State</u>	<u>Business Phone No.</u>	<u>Notes</u>
00299	CR 55 Pizza, LLC	Cross City	FL	(888) 684-0622	Ceased Operations
00134	Tomco Inc.	Merritt Island	FL	(407) 772-8868	Transfer
00134	Merritt Island Pizza Co. LLC	Merritt Island	FL	(407) 772-8868	Transfer
03033	Cross Creek Foods	Tampa	FL	(813) 713-1864	Ceased Operations
03030	Florida Pizza, LLC	Longwood	FL	(407) 929-5868	Ceased Operations
03029	Bellataj Pizza Inc.	Oscala	FL	(352) 861-1071	Transfer
03029	Karmy Group LLC	Oscala	FL	(352) 861-1071	Transfer

GEORGIA

<u>Store #</u>	<u>Franchisee</u>	<u>City</u>	<u>State</u>	<u>Business Phone No.</u>	<u>Notes</u>
02406	Hedwest L.L.C.	Thomasville	GA	(229) 227-5700	Ceased Operations
00214	HHP214, Inc.	Valdosta	GA	(229) 242-6936	Ceased Operations

INDIANA

EXHIBIT M
Former Franchisees

<u>Store #</u>	<u>Franchisee</u>	<u>City</u>	<u>State</u>	<u>Business Phone No.</u>	<u>Notes</u>
02016	Hoosier Howie's of Auburn, Inc.	Auburn	IN	(260) 920-1000	Transfer
02008	Enkoff Enterprises, Inc.	Fort Wayne	IN	(260) 436-0110	Transfer
02006	Hoosier Howie's of Kendallville, Inc.	Kendallville	IN	(260) 347-8000	Transfer

KENTUCKY

<u>Store #</u>	<u>Franchisee</u>	<u>City</u>	<u>State</u>	<u>Business Phone No.</u>	<u>Notes</u>
01605	Radcliff Pizza Company, LLC	Radcliff	KY	(270) 351-0909	Ceased Operations

LOUISIANA

<u>Store #</u>	<u>Franchisee</u>	<u>City</u>	<u>State</u>	<u>Business Phone No.</u>	<u>Notes</u>
03804	R.W Pizza Enterprises, Inc.	Baton Rouge	LA	(225) 272-4694	Ceased Operations

MICHIGAN

<u>Store #</u>	<u>Franchisee</u>	<u>City</u>	<u>State</u>	<u>Business Phone No.</u>	<u>Notes</u>
00044	Jefrick, Inc.	Adrian	MI	(517) 263-8149	Transfer (to existing franchisee)
00559	J & M Custom, Inc.	Alpine Township	MI	(616) 647-0500	Ceased Operations
01037	K & G Enterprises, Coldwater, Inc.	Coldwater	MI	(517) 279-2992	Transfer (to existing franchisee)
00050	D & R Foodservices, Inc.	Marysville	MI	(810) 364-3360	Transfer (to existing franchisee)
00555	Portland Howie's, Inc.	Portland	MI	(517) 647-6020	Ceased Operations
00058	MJM Pizza, LLC	Riverview	MI	(734) 479-1900	Transfer (to existing franchisee)
00059	D & R Foodservices, Inc.	St. Clair	MI	(810) 329-5900	Transfer (to existing franchisee)
01001	Beale's Meals on Wheels, Inc.	Wyoming	MI	(616) 249-7070	Non-Renewal

MISSISSIPPI

<u>Store #</u>	<u>Franchisee</u>	<u>City</u>	<u>State</u>	<u>Business Phone No.</u>	<u>Notes</u>
09000	Lombardi & Sons, Inc.	Gulfport	MS	(228) 863-4343	Ceased Operations

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EXHIBIT M
Former Franchisees

NORTH CAROLINA

<u>Store #</u>	<u>Franchisee</u>	<u>City</u>	<u>State</u>	<u>Business Phone No.</u>	<u>Notes</u>
00621	Mega Dough LLC	Greensboro	NC	(336) 333-9393	Termination
00622	Mega Dough LLC	Greensboro	NC	(336) 333-3340	Termination
00618	Mega Dough LLC	Welcome	NC	(336) 731-3300	Termination
00615	JD4 Pizza, Inc	Winston-Salem	NC	(336) 596-8689	Transfer

OHIO

<u>Store #</u>	<u>Franchisee</u>	<u>City</u>	<u>State</u>	<u>Business Phone No.</u>	<u>Notes</u>
00842	North Shore Food Services, LLC	Brunswick	OH	(330) 225-1616	Ceased Operations
00825	North Canton 825, LLC	North Canton	OH	(330) 305-1318	Ceased Operations

OKLAHOMA

<u>Store #</u>	<u>Franchisee</u>	<u>City</u>	<u>State</u>	<u>Business Phone No.</u>	<u>Notes</u>
02700	Arete Pizza, Inc.	Tulsa	OK	(918) 523-0000	Ceased Operations

TEXAS

<u>Store #</u>	<u>Franchisee</u>	<u>City</u>	<u>State</u>	<u>Business Phone No.</u>	<u>Notes</u>
01526	Enriquez Food Services, LLC	Edinburg	TX	(956) 287-9911	Termination
01508	Preston Bishop	Jacksonville	TX	(903) 589-0500	Ceased Operations
01525	Enriquez Food Services, LLC	McAllen	TX	(956) 972-1122	Termination

If you purchase a franchise and later leave the franchise system, your contact information may be disclosed.

Exhibit N:
Receipt

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

New York and Rhode Island require that Hungry Howie's give you this disclosure document at the earlier of the first personal meeting or 10 business days before you sign a binding agreement or pay any consideration that relates to the franchise relationship.

Michigan and Washington require that we give you this disclosure document at least 10 business days before you sign a binding agreement or pay any consideration, whichever occurs first.

If Hungry Howie's 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 and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the applicable state agency.

The name, principal business address and telephone number of each franchise seller offering this franchise in addition to those listed below is on the attached Addendum.

Jennifer M. Jackson
30300 Stephenson Highway
Madison Heights, MI 48071
(248) 414-3300

Elizabeth M. Reifert
30300 Stephenson Highway
Madison Heights, MI 48071
(248) 414-3300

The issue date of this Disclosure Document is January 1, 2014.

The name and address of the Franchisor's registered agent authorized to receive service of process is listed on Exhibit C.

I have received a Disclosure Document dated January 1, 2014 that included the following Exhibits:

- | | | |
|-----------------------------------------|----------------------------|----------------------------------------|
| A. State Addenda to Disclosure Document | E. Manuals | J. Confidentiality Agreement |
| B. State Administrators | F. Franchise Agreement | K. List of Operational Franchisees |
| C. Agents for Service of Process | G. Multiple Unit Agreement | L. List of Non-Operational Franchisees |
| D. Financial Statements | H. Standard Lease Rider | M. List of Former Franchisees |
| | I. General Release | N. Receipt |

Signed: _____
Individually

Street Address (domicile)

Name (Please print)

City or Town/State/Zip Code

Dated: _____

Signed: _____
Individually

Street Address (domicile)

Name (Please print)

City or Town/State/Zip Code

Dated: _____

and as officer(s), partner(s) or member(s) of _____, a _____ (corporation) (partnership) (limited liability company) and any other prospective franchisee entity (currently in existence or formed in the future) of which the above individual(s) is an officer, partner or member.

Please sign the Receipt, date your signature, insert your title (if appropriate) and the name and type of your business entity and return one copy to Jennifer M. Jackson, 30300 Stephenson Highway, Suite 200, Madison Heights, MI 48071, fax number (248) 414-3301. You may keep the second copy for your records.

Addendum to Receipt

HUNGRY HOWIE'S PIZZA & SUBS, INC.

TO: _____

DATE: _____, _____

The name, principal business address, and telephone number of each franchise seller offering this franchise (in addition to those listed on the Receipt) is listed below.

NAME*

**PRINCIPAL BUSINESS ADDRESS AND
TELEPHONE NUMBER**

30300 Stephenson Highway
Suite #200
Madison Heights, MI 48071
(248) 414-3300

This Addendum to Receipt should be attached to the Receipt signed by you acknowledging receipt of the Disclosure Document.

*All individuals listed have the same principal business address and telephone number.

Receipt

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| | I. General Release | N. Receipt |

Signed: _____
Individually

Street Address (domicile)

Name (Please print)

City or Town/State/Zip Code

Dated: _____

Signed: _____
Individually

Street Address (domicile)

Name (Please print)

City or Town/State/Zip Code

Dated: _____

and as officer(s), partner(s) or member(s) of _____, a _____ (corporation) (partnership) (limited liability company) and any other prospective franchisee entity (currently in existence or formed in the future) of which the above individual(s) is an officer, partner or member.

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