

fifteen (15) months. However, if you do require financing, the IFF Deposit is not refundable under any circumstances.

Notes:

We may offer other reduced or deferred IFFs in special circumstances, such as to franchisees who commit to and have the ability to develop a large number of territories. Additionally, we may have special incentive offers in certain markets, such as new and developing markets, which include reduced, waived or deferred IFFs. These special incentives may be offered to existing and/or new franchisees. These reduced fees only apply to those who are in compliance with all of our agreements and requirements. We reserve the right to cancel or modify any incentive program or discount at any time.

DEFERAL OF INITIAL FEES: For franchisees in the States of Maryland and Minnesota, we will defer the payment of all initial franchise fees owed to us (or our affiliate) by you until you have commenced doing business pursuant to the franchise agreement.

Refunds:

Unless otherwise mandated by law, and, except as stated above, the IFF is not refundable to you under any circumstance and is paid in consideration of the costs incurred by us in connection with the execution of the Franchise Agreement and with our lost or deferred opportunity to enter into a Franchise Agreement with other prospects.

Initial Fees and Payments For Services or Goods Received From the Franchisor or its Affiliates Before the Business Opens:

Franchisee is responsible for paying franchisor the Initial Franchise Fee, which is Forty Thousand Dollars (\$40,000), before the business opens. This fee is not refundable, except as stated above.

Installment Payments:

Installment payments are not available.

- Minnesota Rules 2860.4400(D) prohibits a franchisor from requiring a franchisee to assent to a general release.
- The franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. See Minn. Rules 2860.4400J. Also, a court will determine if a bond is required.
- The Limitations of Claims section must comply with Minnesota Statutes, Section 80C.17, Subd. 5.
- Franchisee has a financial condition imposed upon it by the State of Minnesota due to the audited financial statements of Franchisor. Franchisor shall defer the receipt of all Initial Franchise Fees until after Franchisor has fulfilled all of its pre-opening obligations under the Franchise Agreement.

Attachment A – Assignment of Telephone Number(s)

I hereby assign to Calzone King, LLC the telephone number or numbers and fax numbers which are and shall be used in connection with the operation of the D.P. Dough Store located at _____ address _____.

Those telephone and fax numbers are: _____, _____, and _____ (the Numbers”).

In addition, I hereby authorize and direct the telephone company that issued and services the Numbers to transfer the Numbers to Calzone King, LLC or as directed by Calzone King, LLC. I agree to sign any further documentation or requested by Calzone King, LLC or the telephone company that issued the Numbers to implement the above.

FRANCHISEE

By: _____

Its: _____

Date: _____