

EXTREME PITA USA FRANCHISE APPLICATION Each owner, partner, member and shareholder associated with the purchase of the franchise must complete a Franchise Application.

What first prompted you to inquire about the Extreme Pita Franchise Ownership opportunity?

- Television ad
 Newspaper (classified section)
 Newspaper (full-page ad)
 Internet site
 Direct Mail
 Ate in Store/Referred by friend

SECTION 1

CONTACT INFORMATION

| | | |
|-------------------|---------------|------------|
| FIRST NAME | MIDDLE NAME | LAST NAME |
| | | |
| ADDRESS | | |
| | | |
| CITY | | STATE |
| | | |
| ZIP CODE | | |
| | | |
| SOCIAL SECURITY # | DATE OF BIRTH | E-MAIL |
| | | |
| HOME PHONE | CELL PHONE | WORK PHONE |
| | | |

Are you married? Yes No - if Yes, spouse's name _____

Will you have other owners/partners? Yes No I don't know - if Yes, partner's name _____

SECTION 2

EMPLOYMENT Are you: Self employed or Employed (If so, please complete the information below)

| NAME OF COMPANY / EMPLOYER | POSITION | TYPE OF BUSINESS |
|--|----------|---|
| Are you: <input type="checkbox"/> Unemployed or <input type="checkbox"/> Retired | | (If so, please check box and skip to Section 3) |

SECTION 3

FINANCIAL INFORMATION

| | | | | | | | | | | | | | | | | | |
|--|---|----|---|--|--|--|--|--|--|--|--|--|--|--|--|-----|---|
| Total Liquid Assets available (e.g. cash, stocks, bonds, mutual funds) | A | \$ | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td></tr> <tr><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td></tr> </table> | | | | | | | | | | | | | .00 | (\$70,000 CASH AVAILABLE REQUIRED FOR EACH NEW UNIT) |
| | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | |
| Total Tangible Assets (e.g. house, car, business, etc.) | B | \$ | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td></tr> <tr><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td></tr> </table> | | | | | | | | | | | | | .00 | |
| | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | |
| Total Assets | C | \$ | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td></tr> <tr><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td></tr> </table> | | | | | | | | | | | | | .00 | (Add A to B) |
| | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | |
| Total Liabilities | D | \$ | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td></tr> <tr><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td></tr> </table> | | | | | | | | | | | | | .00 | |
| | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | |
| Total Net Worth: Total Assets minus Total Liabilities | E | \$ | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td></tr> <tr><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td></tr> </table> | | | | | | | | | | | | | .00 | (Subtract D from C) |
| | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | |

(\$125,000 NET WORTH REQUIRED FOR EACH NEW UNIT)

SECTION 4

PERSONAL INFORMATION

- Have you ever filed for bankruptcy protection? If yes, identify discharge date _____ Yes No
- Have you ever been convicted of a felony?..... Yes No
- Have you ever been associated directly or indirectly with terrorist activities?..... Yes No
- Are you or anyone in your immediate family a partner or owner (partial or otherwise) of a restaurant or deli?..... Yes No
If yes, list name of business and family relationship: _____
- Are you or anyone in your immediate family employed by a restaurant or deli?..... Yes No
If yes, list name of employer and family relationship: _____
- Are you or anyone in your immediate family currently under any form of non-competition agreement that limits your right to operate any business?..... Yes No
If yes, list name of other business and family relationship: _____
- Do you own a convenience and gas store that you are interested in opening an Extreme Pita restaurant in?..... Yes No
- Are you interested in purchasing an existing Extreme Pita restaurant?..... Yes No

SECTION 5

OTHER

- Are you a U.S. Citizen?..... Yes No
If no what country? _____
- I have enough income to maintain my current lifestyle without spending funds allocated for development of my Extreme Pita franchise(s) until opening..... Yes No
- I understand that if financing is required to open my Extreme Pita it is my sole responsibility to obtain the financing.... Yes No
- I agree that I must pass an Extreme Pita designated basic skills test..... Yes No

SECTION 6

SIGNATURE

I understand that the acceptance of this Franchise Application by The Extreme Pita Franchising USA, Inc. or any of its affiliates (collectively "Extreme Pita") does not constitute the grant of a franchise. I understand that Extreme Pita grants franchises only by executing written franchise agreements. By signing below, I authorize Extreme Pita and its assigns to start an investigative consumer report (including information as to my character, general reputation, personal characteristics and mode of living) and credit investigation based on the information voluntarily provided by me and warrant that all information provided is true and accurate. I understand that I have a right to request that Extreme Pita make a complete and accurate disclosure of the nature and scope of such investigation. Extreme Pita may obtain my credit report in connection with this application. This is my authorization to credit reporting agencies, bank(s), creditors and suppliers to release to Extreme Pita, and to Extreme Pita to release to such parties, all information requested regarding my depository, loan or other credit information including, without limitation, financial information, by telephone or in writing as part of the normal credit evaluation process. I release my bank(s), creditors, suppliers and Extreme Pita from all liability with respect to the release of any such requested information. Authorization is granted to use photo or fax copies of my signature to obtain information. If I am requesting that Extreme Pita make a credit determination based on my creditworthiness combined with any co-applicants, I authorize Extreme Pita to discuss any derogatory credit items with such co-applicants. I understand that Extreme Pita may, at any time, require that I sign an updated application or provide updated information. I acknowledge that I have read, and hereby agree to be bound by the Confidentiality and Non-Disclosure provisions that appear on the reverse side of this Application.

| | | |
|------|--|------------------|
| | | |
| DATE | PRINT NAME (FIRST, MIDDLE INITIAL, LAST) | SIGNATURE IN INK |

CONFIDENTIALITY AND NON-DISCLOSURE

The individual who has signed the application on the reverse hereof (“Applicant”) has applied to become a franchisee of The Extreme Pita Franchising USA, Inc. (“Extreme Pita”) and, in connection with the application process, may become privy to certain information regarding the business of Extreme Pita and its affiliates and its franchisees which Extreme Pita classifies and protects as confidential and proprietary (the “Information”). Extreme Pita is willing to divulge such information (and to the extent it deems appropriate in connection with the Applicant’s application) only if the Applicant agrees to protect the confidentiality of such Information. In consideration of the disclosure of Information, Applicant agrees to the following terms and conditions:

- Confidentiality.** Applicant on behalf of itself and its affiliates, employees, officers and directors, agrees to maintain as confidential all Information disclosed to it. Applicant shall not, directly or indirectly, disclose any such Information to any third party without Extreme Pita prior written consent, nor shall Applicant use any Information for its own benefit (except for the purpose of the discussions contemplated by this Agreement) or for the benefit of any third party. The dissemination of Information by Applicant within its own organization shall be limited to those employees and consultants whose duties justify the need to know such Information.
- Return of Information.** Applicant shall return to Extreme Pita within ten (10) days of written request therefor, all Information, together with any and all copies thereof.
- No Rights in Information.** Neither this Agreement nor the disclosure of Information shall be deemed, by implication or otherwise, to vest in Applicant any rights in the Information or any other trade secrets or property of Extreme Pita.
- Breach.** Any breach of any provision hereof will be theft of Extreme Pita trade secrets, and will cause irreparable harm and damage to Extreme Pita. Extreme Pita shall be entitled to enjoin any actual or threatened violation of any of the provisions in this Agreement. In addition to injunctive relief, Extreme Pita may recover damages from Applicant for any loss caused by any violation of the provisions of this Agreement (including violations by third parties to whom Applicant discloses Information). In any action brought to enforce any of the provisions of this Agreement, Extreme Pita shall be entitled to reasonable attorneys fee and costs.
- Law.** This Agreement is made under, and shall be construed and enforced in accordance with, the laws of the State of Colorado. The parties agree that the exclusive venue for disputes between them shall be in the District Court for the City & County of Phoenix, Arizona, or the United States District Court for the District of Arizona, and the parties each waive any objection they may have to the personal jurisdiction of, or venue in, such courts.
- Severability.** Any provision hereof which may prove unenforceable under any law or by any court shall not affect the validity of any other provision hereof.

Return this application to:

Extreme Pita

2187 Dunwin Drive

Mississauga, Ontario L5L 1X2

Attn: Director of Franchise Sales, USA

1(888) 729-PITA (7482) www.extremepita.com

