UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10

GENERAL FORM FOR REGISTRATION OF SECURITIES
Pursuant to Section 12(b) or (g) of the Securities Exchange Act of 1934

PF HOSPITALITY GROUP, INC.

(Exact name of registrant as specified in its charter)

Nevada	**80-0379897**
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification No.)
399 NW 2nd Avenue, Suite 216, Boca Raton, FL	**33432**
(Address of principal executive offices)	(Zip Code)
(Registrant's telephone number, including area code)	**(561) 939-2520**

Securities registered pursuant to Section 12(b) of the Act:

Title of each class to be so registered	Name of each exchange on which each class is to be registered
N/A	N/A

Securities to be registered pursuant to Section 12(g) of the Act:

Common Stock, $0.001 par value
(Title of class)

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer [ ]	Accelerated filer [ ]
Non-accelerated filer [ ]	Smaller reporting company [X]
(Do not check if a smaller reporting company)	

TABLE OF CONTENTS

FORWARD LOOKING STATEMENTS

This report contains forward-looking statements. The Securities and Exchange Commission encourages companies to disclose forward-looking information so that investors can better understand a company's future prospects and make informed investment decisions. This report and other written and oral statements that we make from time to time contain such forward-looking statements that set out anticipated results based on management's plans and assumptions regarding future events or performance. We have tried, wherever possible, to identify such statements by using words such as "anticipate," "estimate," "expect," "project," "intend," "plan," "believe," "will" and similar expressions in connection with any discussion of future operating or financial performance. In particular, these include statements relating to future actions, future performance or results of current and anticipated sales efforts, expenses and financial results.

We caution that the factors described herein and other factors could cause our actual results of operations and financial condition to differ materially from those expressed in any forward-looking statements we make and that investors should not place undue reliance on any such forward-looking statements. Further, any forward-looking statement speaks only as of the date on which such statement is made, and we undertake no obligation to update any forward-looking statement to reflect events or circumstances after the date on which such statement is made or to reflect the occurrence of anticipated or unanticipated events or circumstances. New factors emerge from time to time, and it is not possible for us to predict all of such factors. Further, we cannot assess the impact of each such factor on our results of operations or the extent to which any factor, or combination of factors, may cause actual results to differ materially from those contained in any forward-looking statements.

INFORMATION REQUIRED IN REGISTRATION STATEMENT

ITEM 1. Business

We are a management firm which creates, cultivates, and operates innovative and healthy lifestyle brands within the restaurant and retail industries. We focus on consumer food service concepts that is founded on a franchised and multi-unit business model in the retail, fast-casual, and traditional restaurant sector. As the creator and current advisor organization of the all-natural and organic pizza franchise, Pizza Fusion, we are seeking to expand our innovative food service with an emphasis on sustainability and community impact. Currently with locations in selected markets in the United States, Saudi Arabia, and the United Arab Emirates, we are poised to rollout new concepts we plan to develop and manage.

Following the completion of our merger with PF Hospitality Group and the sale of a $1.3 million principal amount of convertible debentures we are now in a position to make an impact on the food and hospitality industry this coming year for critical growth and smart expansion. We believe successful investing begins with providing a compelling value proposition to the consumer combined with a unique and innovative concept, to all business constituencies. With that in mind, on a daily basis we strive to consistently deliver passion, innovation, creativity, and financial growth to all of our stakeholders who make this possible.

In 2014 and the early part of 2015, we franchised two new Pizza Fusion locations in Dubai, UAE. Continuing to follow progress of our Pizza Fusion expansion of units within the Middle East, we plan to narrow our focus on the rebranding of the Pizza Fusion concept. Part of this effort will be building strong sales growth of existing restaurants with the introduction of new and innovative menu offerings. We are also looking into physical refurbishments to individual Pizza Fusion establishments, and assessing key investments in mobile technology designed to engage the brand's growing, savvy audience.

Our newest concept, Shaker & Pie, is a new interactive restaurant concept combining wood-fired pizzas with healthy, hearty Italian-influenced street food. We expect Shaker & Pie will provide a lasting impression on the South Florida restaurant arena, where the flagship location is slated to open in the second fiscal quarter of 2016 in the Mizner Park area of affluent, Boca Raton, Florida. Boca Raton's Mizner Park is a pioneering downtown mixed-use project that includes 236,000 square feet of retail space, 267,000 square feet of office space, luxury retail apartments, town homes and cultural arts space, as well as a 5,000-person-capacity open-air amphitheater and was named one of America's Top Public Places in 2010 by the American Planning Association. In addition, Boca Raton has been rated among the best places to start a new restaurant by the personal finance website NerdWallet.com. We plan to enter into a joint venture with an operator of similar restaurant concepts for our initial Shaker & Pie location to utilize our executive management and marketing know-how and utilize our planned joint venture partner's pizzeria expertise by taking the Shaker & Pie brand to a competitive with a loyal customer base.

In addition, we are exploring ways to broaden our reach into the hospitality space, as we seek to add and develop brands from the natural and organic space into our current and planned locations, as we remain responsive to the changing demographics driven by millennials. We expect that this group will drive solid opportunities for expansion. We believe that leveraging our infrastructure and operations team will lead to potential acquisitions of undervalued brands in need of our managerial talent and cost control procedures.

Markets

We currently have Pizza Fusion franchises in 6 locations in the United States and 9 in Saudi Arabia and the United Arab Emirates. Within the United States, we have franchisees in Florida, New Jersey, and Virginia. We anticipate opening the first Shaker & Pie restaurant Boca Raton, Florida in the second fiscal quarter of 2016.

Franchise and Development Agreements

In connection with its franchising operations, we receive initial franchise fee (typically $30,000), area development fees, franchise deposits and royalties of 5% of gross revenues of sales at franchised restaurants as defined in the franchise agreement. The term of the franchise agreement is generally for 10 years and may be renewed for two additional terms of 10 years subject to certain conditions, including the payment of a discounted franchise fee. We are currently operating 6 stores under franchise agreements.

Area development agreements require the developer to open a specified number of restaurants in the development area within a specified time period or the agreements may be cancelled by us.

In January 2009 we entered into a ten year restaurant development agreement with a third party to open a total of 10 Pizza Fusion locations in Saudi Arabia. Seven locations have been opened under the terms of this agreement.

In March 2011 we entered into a restaurant development agreement with a third party to open a total of 38 Pizza Fusion locations by 2019 in the countries of Algeria, Bahrain, Egypt, Jordan, Kuwait, Lebanon, Morocco, Oman, Qatar, Tunisia and the United Arab Emirates. Two locations have been opened under the terms of this agreement and we have agreed to defer the development schedule under this agreement indefinitely. This development agreement expires on December 31, 2023.

Research and Development

We do not engage in any material research and development activities. However, we do engage in ongoing studies to assist with food and menu development. Additionally, we conduct consumer research to determine customers' preferences, trends, and opinions, as well as to better understand other competitive brands.

Government Regulation

We and our franchisees are subject to various federal, state and local laws affecting our business.

Franchise Regulations

We are subject to a variety of federal, state, and international laws governing franchise sales and the franchise relationship. In general, these laws and regulations impose certain disclosure and registration requirements prior to the offer and sale of franchises. Rulings of several state and federal courts and existing or proposed federal and state laws demonstrate a trend toward increased protection of the rights and interests of franchisees against franchisors. Such decisions and laws may limit the ability of franchisors to enforce certain provisions of franchise agreements or to alter or terminate franchise agreements. Due to the scope of our business and the complexity of franchise regulations, we may encounter minor compliance issues from time to time. We do not believe, however, that any of these issues will have a material adverse effect on our business.

Regulations Affecting the Restaurant Industry

Each of our franchisees' restaurants must comply with licensing requirements and regulations by a number of governmental authorities, which include health, safety and fire agencies in the state or municipality in which the restaurant is located. The development and operation of restaurants depends on selecting and acquiring suitable sites, which are subject to zoning, land use, environmental, alcoholic beverage control, traffic and other regulations. We have not encountered significant difficulties or failures in obtaining the required licenses or approvals that could delay the opening of a new restaurant or the operation of an existing restaurant nor do we presently anticipate the occurrence of any such difficulties in the future.

Our franchisees are also subject to the Fair Labor Standards Act of 1938, as amended, and various other laws in the United States governing such matters as minimum-wage requirements, overtime, tip credits, other working conditions, safety standards, and hiring and employment practices. Any increases in labor costs might result in our franchisees inadequately staffing stores. Such increases in labor costs and other changes in labor laws could affect store performance and quality of service, decrease royalty revenues and adversely affect our brand.

Our franchisees' facilities must comply with the applicable requirements of the Americans with Disabilities Act of 1990 (the "ADA") and related state accessibility statutes. Under the ADA and related state laws, our franchisees must provide equivalent service to disabled persons and make reasonable accommodation for their employment, and when constructing or undertaking significant remodeling of restaurants, those facilities must be accessible.

Our franchisees are subject to laws and regulations relating to the preparation and sale of food, including regulations regarding product safety, nutritional content and menu labeling. Our franchisees are or may become subject to laws and regulations requiring disclosure of calorie, fat, trans fat, salt and allergen content. The Patient Protection and Affordable Care Act (the "Affordable Care Act") requires restaurants, such as our franchisees, to disclose calorie information on their menus. The Food and Drug Administration has proposed rules to implement this provision of the Affordable Care Act that would require restaurants to post the number of calories for most items on menus or menu boards and to make available more detailed nutrition information upon request.

Our franchisees are subject to laws relating to information security, privacy, cashless payments and consumer credit, protection and fraud. An increasing number of governments and industry groups worldwide have established data privacy laws and standards for the protection of personal information, including social security numbers, financial information (including credit card numbers), and health information.

Competition

Because the natural and organic offering is unique to the pizza industry, direct competitors are limited to a few brands, such as Zpizza, but we consider anyone in the fast-casual pizza space as competition. Some competitive brands are Blaze, Pie Five and Modmarket.

In addition, the restaurant industry generally is intensely competitive with respect to the type and quality of food, price, service, restaurant location, personnel, brand, attractiveness of facilities, and effectiveness of advertising and marketing. The restaurant business is often affected by changes in consumer tastes; national, regional or local economic conditions; demographic trends; traffic patterns; the type, number and location of competing restaurants; and consumers' discretionary purchasing power. Our franchisees compete within each market with national and regional chains and locally-owned restaurants for guests, management and hourly personnel and suitable real estate sites. We and our franchisees also face growing competition from the supermarket industry, which offers "convenient meals" in the form of improved entrées and side dishes from the deli section. In addition, improving product offerings at fast casual restaurants and quick-service restaurants, together with negative economic conditions, could cause consumers to choose less expensive alternatives. We expect intense competition to continue in all of these areas.

Seasonality

We expect that our sales volumes will fluctuate seasonally. We expect that our average sales will be highest in the spring and winter, followed by the summer, and lowest in the fall, and that holidays, changes in the economy, severe weather and similar conditions may impact sales volumes seasonally in some regions. Because of the seasonality of our business, results for any quarter are not necessarily indicative of the results that may be achieved for the full fiscal year.

Trademarks and Service Marks

We own the service marks for "Pizza Fusion" and "Pizza Fusion Fresh, Organic Earth Friendly". These servicemarks are registered in the United States. We granted our area franchisee in the Middle East the right to register the Pizza Fusion trademark for the term of its franchise agreement with us in certain countries in the Middle East where the franchisee has the right to open Pizza Fusion restaurants. We expect that the service marks and trademarks related to our restaurant businesses will have significant value and be important to our marketing efforts. Registration of the Pizza Fusion and Pizza Fusion Fresh, Organic Earth Friendly service marks expire in our 2018 and 2019 fiscal years, respectively, unless renewed. We expect to renew these registrations at the appropriate time.

Employees

As of the date of this report, we had three full-time employees. None of our employees is represented by a collective bargaining agreement and we consider our relations with our employees to be good.

Former Business Operations and Corporate Information

We were incorporated in Nevada on April 5, 2005 under the name Tomi Holdings, Inc. In October 2005, we changed our name to InfraBlue (US), Inc., and in October 2007, we changed our name to NextGen Bioscience, Inc. In December 2008, we changed our name to Kalahari Greentech, Inc. In May 2015, we changed our name to PF Hospitality Group, Inc. Our principal executive offices are located at 399 NW 2nd Avenue, Suite 216, Boca Raton, Florida 33432. Our telephone number is (561) 939-2520 and our fiscal year end is September 30. Prior to our merger with PF Hospitality Group discussed below, we were a U.S.-based exploration company with a primary focus on projects with prior exploration and production history.

Effective July 1, 2015, we merged with Pizza Fusion Holdings, Inc. ("Pizza Fusion"), a franchisor of organic fare pizza restaurants. As a result of the merger, PF Hospitality Group has become a franchisor of pizza restaurants specializing in organic fare free of artificial additives, such as preservatives, growth hormones, pesticides, nitrates and trans fats. Pursuant to the terms of the May 26, 2015 merger agreement, we exchanged 17,117,268 shares of our common stock for 100% of the Pizza Fusion common shares and a warrant to purchase one share of our common stock at $0.25 per share for a period of three years. In addition, Pizza Fusion's founders, Vaughan Dugan and Randy Romano, each purchased 21,441,366 shares of our common stock and 1,000,000 shares of our Series A preferred stock at a price of $.0001 per share. The shares are restricted and subject to the conditions set forth in Rule 144. Holders of convertible debt in the original principal amount of $65,600 agreed to convert such debt into 40,000,000 shares of our common stock as part of the merger. Upon completion of the merger, Vaughan Dugan was appointed as our Chief Executive Officer and Randy Romano was appointed as President. Messrs. Dugan and Romano were also appointed to the Company's board of directors. David Kugelman resigned from his position as Chief Executive Officer and Director.

Financings

Under the terms of the securities purchase agreement dated July 27, 2015, we issued and sold a $1,333,334 principal amount of convertible debentures due July 27, 2020 for a price of $1,200,000. Proceeds from this debenture will be paid to the company as follows: $140,000 upon signing with the balance payable in five consecutive monthly installments of $212,000 commencing on September 1, 2015. The company agreed to pay interest for the first 12 months at the rate of 10% per annum on the amounts advanced payable in cash in six equal tranches, the first of which is due on date the company closed on the financing and remainder will be due on each of the first five monthly anniversaries of such date.

Under the terms of a Registration Rights Agreement entered into as part of the offering, the company agreed to file a registration statement with the Securities and Exchange Commission within 60 days of the closing date covering the public resale of the shares of common stock underlying the debentures, and to use its best efforts to cause the registration statement to be declared effective within 180 days from the closing date. Should the number of shares of common stock the company is permitted to include in the initial registration statement be limited pursuant to Rule 415 of the Securities Act of 1933, the company further agreed to file additional registration statements with the SEC to register any remaining shares. We will pay all costs associated with the registration statements, other than underwriting commissions and discounts.

The terms of the Securities Purchase Agreement contain certain negative covenants by the company, unless consent of purchasers holding at least 75% of the aggregate principal amount of the outstanding debentures, including prohibitions on: incurrence of certain indebtedness and liens, amendment to our articles of incorporation or bylaws, repayment or repurchase of the company's common stock or debts, sell substantially all of its assets or merger with another entity, pay cash dividends or enter into any related party transactions. We granted investors certain pro-rata rights of first refusal on future offerings by the company for as long as the investor(s) beneficially own any of the debentures.

The debentures are convertible into shares of the company's common stock at a conversion price equal to 65% of the lowest traded price of its common stock for the twenty trading days prior to each conversion date subject to adjustment. The conversion price of the debentures is subject to proportional adjustment in the event of stock splits, stock dividends and similar corporate events. In addition, the conversion price is subject to adjustment if the company issues or sells shares of its common stock for a consideration per share less than the conversion price then in effect, or issue options, warrants or other securities convertible or exchange for shares of its common stock at a conversion or exercise price less than the conversion price of the debentures then in effect. If either of these events should occur, the conversion price is reduced to the lowest price at which these securities were issued or are exercisable. The debentures shares are not convertible to the extent that (a) the number of shares of the company's common stock beneficially owned by the holder and (b) the number of shares of the company's common stock issuable upon the conversion of the debentures or otherwise would result in the beneficial ownership by holder of more than 4.99% of the company's then outstanding common stock. This ownership limitation can be increased or decreased to any percentage not exceeding 9.99% by the holder upon 61 days notice to the company.

ITEM 1A. Risk Factors.

Not applicable for a smaller reporting company.

ITEM 2. Financial Information.

Selected Financial Data

Not applicable.

Management's Discussion and Analysis of Financial Condition and Results of Operations

Overview

Effective July 1, 2015, we merged with Pizza Fusion, a franchisor of organic fare pizza restaurants. As a result of the merger, we have become a franchisor of pizza restaurants specializing in organic fare free of artificial additives, such as preservatives, growth hormones, pesticides, nitrates and trans fats. We are a management firm which creates, cultivates, and operates innovative and healthy lifestyle brand within the restaurant and retail industries. We focus on consumer food service concepts, with a specialization around franchised and multi-unit business models in the retail, fast-casual, and traditional restaurant sectors. As the creator and current advisor organization of the all-natural and organic pizza franchise, Pizza Fusion, we have been on the cutting edge of innovative food service with an emphasis on sustainability and community impact since 2006. Currently with 6 locations in the United States, 7 Saudi Arabia, and 2 in the United Arab Emirates, we is now testing out new concepts it will develop and manage.

Our newest concept, Shaker & Pie, is a new interactive restaurant concept combining wood-fired pizzas with healthy, hearty Italian-influenced street food. We expect Shaker & Pie will provide a lasting impression on the South Florida restaurant arena, where the flagship location is slated to open in the second fiscal quarter of 2016 in the Mizner Park area of affluent, Boca Raton, Florida. Boca Raton's Mizner Park is a pioneering downtown mixed-use project that includes 236,000 square feet of retail space, 267,000 square feet of office space, luxury retail apartments, town homes and cultural arts space, as well as a 5,000-person-capacity open-air amphitheater and was named one of America's Top Public Places in 2010 by the American Planning Association. In addition, Boca Raton has been rated among the best places to start a new restaurant by the personal finance website NerdWallet.com. We plan to enter into a joint venture with an operator of similar restaurant concepts for our initial Shaker & Pie location to utilize our executive management and marketing know-how and utilize our planned joint venture partner's pizzeria expertise by taking the Shaker & Pie brand to a competitive with a loyal customer base.

In addition, we are exploring ways to broaden our reach into the hospitality space, as we seek to add and develop brands from the natural and organic space into our current and planned locations, as we remain responsive to the changing demographics driven by millennials. We expect that this group will drive solid opportunities for expansion. We believe that leveraging our infrastructure and operations team will lead to potential acquisitions of undervalued brands in need of our managerial talent and cost control procedures.

Prior to the merger with Pizza Fusion, we were a U.S.-based exploration company with a primary focus on projects with prior exploration and production history, thereby lowering capital costs and exploration risks. Its mission was to build a fully-integrated gold, silver, and metals production company that incorporated exploration, development, acquisition, mining, ore processing and sales. It targeted historically proven and highly prospective properties in North and South America with an ultimate goal of bringing projects into production, entering into joint ventures, or a potential sale.

Accounting Treatment of the Merger

For financial reporting purposes, our merger with Pizza Fusion represents a "reverse merger" rather than a business combination and Pizza Fusion is deemed to be the accounting acquirer in the transaction. The merger is being accounted for as a reverse-merger and recapitalization effective as of July 1, 2015. Pizza Fusion is the acquirer for financial reporting purposes and PF Hospitality is the acquired company. Consequently, in reports we file with the SEC covering accounting periods after June 30, 2015, the assets and liabilities and the operations will reflect the historical financial statements prior to the merger will be those of Pizza Fusion and will be recorded at the historical cost basis of PF Hospitality, and the consolidated financial statements after completion of the merger will include the assets and liabilities of our company and Pizza Fusion, and the historical operations of Pizza Fusion and the combined operations with our company from the initial closing date under the merger agreement. Furthermore, since the merger occurred after the period ended June 30, 2015, the following discussion and analysis includes the financial results and operations of Pizza Fusion and PF Hospitality on a standalone basis for the periods ended June 30, 2015. The unaudited pro forma balance sheet as of September 30, 2015 included elsewhere in this report is for informational purposes only, is not an indication of future performance, and should not be considered indicative of actual results that would have been achieved had the recapitalization transactions actually been consummated on the dates or at the beginning of the periods presented.

Pizza Fusion Management's Discussion and Analysis of Financial Condition and Results of Operations

Nine Months Ended June 30, 2015 Compared to Nine Months Ended June 30, 2014

Total Revenue. For the nine months ended June 30, 2015, total revenue increased by $29,547 to $273,470 compared to $243,923 in the same period in fiscal 2014 primarily as a result of an increase in revenues from settlement of a lawsuit against two former franchisees who closed two restaurants previously operated in Florida, partially offset by a decrease in royalty revenue of $74,895 due to the closing of two franchised units during the period. As a result of the closings, there were 11 franchised restaurants operating in the United States at September 30, 2013, nine restaurants operating at June 30, 2014, and seven restaurants operating at June 30, 2015.

Total Operating Expenses. For the nine months ended June 30, 2015, total operating expenses increased 4.0% to $433,226 compared to $416,691 for same period in fiscal 2014. This increase was primarily due to an increase of $6,678 in payroll expense and $9,857 in other general administrative expenses.

Net Loss. As a result of the above, the net loss for the nine months ended June 30, 2015 decreased $13,012, or 13.2%, to $159,756 compared to $172,768 in the same period in fiscal 2014.

Fiscal year ended September 30, 2014 Compared to Fiscal year ended September 30, 2013

Total Revenue. For the fiscal year ended September 30, 2014, total revenue decreased by $147,972 to $314,938, a 32.0% reduction compared to $462,910 in fiscal 2014. This reduction was primarily a result of the absence in fiscal 2014 of a $97,460 merger termination fee and $8,208 in other non-recurring miscellaneous income we earned in fiscal 2013, a $27,699 decrease in royalty revenue due to the closure of two franchised restaurants and a $14,605 reduction in franchise fee revenue as we opened one restaurant in Dubai in 2014 resulting in franchise fee revenue of $15,395 compared to one restaurant in Florida in fiscal 2013 resulting in franchise fee revenue of $30,000.

Total Operating Expenses. For the fiscal year ended September 30, 2014, total operating expenses decreased by $2,150,317 to $571,793, a 79.0% reduction compared to $2,722,110 in fiscal 2013. The decrease was primarily a result of a $1,983,109 reduction in payroll expense due to the absence in fiscal 2014 of a stock purchase warrant grant of 2,600,000 stock purchase warrants to two executives that occurred in fiscal 2013, a $166,998 reduction in general and administrative costs due to the absence of warrant modification charges incurred in fiscal 2013.

Net Loss. As a result of the above, net loss for the fiscal year ended September 30, 2014 decreased $2,002,345 to $256,855, or 88.6% compared to a net loss of $2,259,200 for the fiscal year ended September 30, 2013.

Liquidity and Capital Resources

Liquidity is the ability of an enterprise to generate adequate amounts of cash to meet its needs for cash requirements.

Nine Months Ended June 30, 2015 Compared to Nine Months Ended June 30, 2014

As of June 30, 2015, our working capital deficit amounted to $991,398, a reduction of $203,820 as compared to working capital deficit of $787,578 as of June 30, 2013. This decrease is primarily a result of a $191,430 increase in total current liabilities and a reduction of $12,390 in total current assets. Working capital at June 30, 2015 included primarily cash and cash equivalents of $82,199 and accounts payable and accrued liabilities of $873,927, stock liability of $205,861 and current portion of deferred income of $5,000.

Cash used by operating activities of $99,184 in the nine month period ended June 30, 2015 was primarily attributable to a net loss of $159,756, an increase of $35,417 in litigation receivable, partially offset by an increase of $92,825 in accounts payable and accrued liabilities. The increase in the litigation receivable remitted from the settlement in February 2015 of a lawsuit against two former franchisees. The increase in accounts payable and accrued expenses principally resulted from an increase of $73,994 in accrued executive compensation to $665,993 at June 30, 2015.

Cash used by investing activities was $20,914 in the nine month period ended June 30, 2015, and principally related to design and related costs associated with a planned new restaurant.

Cash provided by financing activities of $106,500 in the nine months ended June 30, 2015 was attributable to cash received which the Company expects to satisfy by issuance of shares of its common stock.

Fiscal year ended September 30, 2014 Compared to Fiscal year ended September 30, 2013

As of September 30, 2014, our working capital deficit amounted to $787,578, a reduction of $199,353 as compared to working capital deficit of $588,225 as of September 30, 2013. This decrease is primarily a result of a $269,281 increase in total current liabilities partially offset by a $69,928 increase in total current assets. Working capital deficit at September 30, 2014 included primarily cash and cash equivalents of $95,797 and accounts payable and accrued liabilities of $781,102.

Cash used by operating activities of $80,190 in the fiscal year ended September 30, 2014 was primarily attributable to a net loss of $256,855, an increase of $22,395 in deferred income and customer deposits, partially offset by $184,420 in accounts payable and accrued liabilities and $16,359 of depreciation and amortization.

Cash used by investing activities was $1,360 in the fiscal year ended September 30, 2014, and principally related to design and related costs associated with a planned new restaurant.

Cash provided by financing activities of $149,361 in the fiscal year ended September 30, 2014 was attributable to cash received which the Company expects to satisfy by issuance of shares of its common stock.

Capital Resources

We expect to incur a minimum of $1,555,000 in expenses during the next twelve months of operations as we launch our planned Shaker and Pie restaurant concept and manage our current franchise operations. We estimate that this will be comprised of approximately $955,000 towards leasehold improvements and launch costs and $100,000. Additionally, approximately $500,000 will be needed for general overhead expenses such as for corporate legal and accounting fees, office overhead and general working capital. We plan to fund these costs from the proceeds of our $1.3 million principal amount convertible debentures and approximately $600,000 in capital contributions from our planned joint venture partner for the initial Shaker and Pie location. In the event we run into cost overruns or lower than anticipated revenues from the Shaker and Pie operation, we will have to raise the funds to pay for these expenses. We potentially will have to issue debt or equity, obtain capital from our joint venture partner or enter into a strategic arrangement with other third parties.

There can be no assurance that additional capital will be available to us. Other than our $1.3 million principal amount convertible debentures and our discussions with our proposed joint venture partner for the our initial Shaker and Pie location, we currently have no agreements, arrangements or understandings with any person to obtain funds through bank loans, lines of credit or any other sources. Since we have no other such arrangements or plans currently in effect, our inability to raise funds for the above purposes that exceed our current working capital, the funding schedule in our $1.3 million principal amount convertible debentures and the funds from our planned joint venture partner will have a severe negative impact on our ability to remain a viable company.

Off-Balance Sheet Arrangements

As of June 30, 2015, Pizza Fusion did not have any off-balance sheet arrangements that have or are reasonably likely to have a current or future effect on its financial condition, changes in financial condition, revenues or expenses, results of operations, liquidity, capital expenditures or capital resources that are material to investors. The term "off-balance sheet arrangement" generally means any transaction, agreement or other contractual arrangement to which an entity unconsolidated with us is a party, under which we have any obligation arising under a guarantee contract, derivative instrument or variable interest or a retained or contingent interest in assets transferred to such entity or similar arrangement that serves as credit, liquidity or market risk support for such assets.

Going Concern Consideration

Pizza Fusion's consolidated financial statements were prepared using GAAP applicable to a going concern which contemplates the realization of assets and liquidation of liabilities in the normal course of business. Pizza Fusion has not yet established an ongoing source of revenues sufficient to cover its operating costs which raises substantial doubt regarding its ability to continue as a going concern. Pizza Fusion has incurred significant losses and, as of June 30, 2015, has an accumulated deficit of $1,299,652, total current assets of $93,390 and a net capital deficiency of $991,398. The ability of Pizza Fusion to continue as a going concern is dependent on Pizza Fusion obtaining adequate capital to fund operating losses until it becomes profitable. If Pizza Fusion is unable to obtain adequate capital, it could be forced to cease operations.

In order to continue as a going concern, Pizza Fusion will need, among other things, additional capital resources. Management's plan is to obtain such resources for Pizza Fusion by obtaining capital from management and significant shareholders sufficient to meet its operating expenses and planned expansion and seeking equity and/or debt financing. However management cannot provide any assurances that Pizza Fusion will be successful in accomplishing any of its plans.

The ability of Pizza Fusion to continue as a going concern is dependent upon its ability to successfully accomplish the plans described in the preceding paragraph and eventually secure other sources of financing and attain profitable operations. The accompanying financial statements do not include any adjustments that might be necessary if Pizza Fusion is unable to continue as a going concern.

Critical Accounting Policies

Pizza Fusion has identified the following policies below as critical to its business and results of operations. Pizza Fusion's reported results are impacted by the application of the following accounting policies, certain of which require management to make subjective or complex judgments. These judgments involve making estimates about the effect of matters that are inherently uncertain and may significantly impact quarterly or annual results of operations. For all of these policies, management cautions that future events rarely develop exactly as expected, and the best estimates routinely require adjustment. Specific risks associated with these critical accounting policies are described in the following paragraphs.

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 revenues and expenses during the reporting period. Actual results could differ from those estimates.

Cash and Cash Equivalents. For the purpose of the statement of cash flows, the Company considers all highly liquid investments purchased with a maturity of three months or less to be cash equivalents.

Property and Equipment. Property and equipment are stated at cost. Depreciation is computed principally on the straight-line method over the estimated useful lives of the assets. The useful lives of the Company's property and equipment ranges from 5 to 7 years.

Concentrations of Risk. The Company's bank accounts are held by insured institutions. The funds are insured up to $250,000. At September 30, 2014 and 2013, the Company's bank deposits did not exceed the insured amounts.

Accounts Receivable. The Company's accounts receivable are net of the allowance for estimated doubtful accounts of $-0- and $-0- as of September 30, 2014 and 2013, respectively. The allowance for doubtful accounts reflects managements' best estimate of probable losses inherent in the accounts receivable balance.

Impairment of Long-Lived Assets. The Company continually monitors events and changes in circumstances that could indicate carrying amounts of long-lived assets may not be recoverable. When such events or changes in circumstances are present, the Company assesses the recoverability of long-lived assets by determining whether the carrying value of such assets will be recovered through undiscounted expected future cash flows. If the total of the future cash flows is less than the carrying amount of those assets, the Company recognizes an impairment loss based on the excess of the carrying amount over the fair value of the assets. Assets to be disposed of are reported at the lower of the carrying amount or the fair value less costs to sell.

Fair value of Financial Instruments. The fair value of cash and cash equivalents, royalties receivable, prepaid expenses and other assets, accounts payable and accrued liabilities, deferred income, approximates the carrying amount of these financial instruments due to their short-term nature. The fair value of long-term debt, which approximates its carrying value, is based on current rates at which we could borrow funds with similar remaining maturities.

Advertising Expense. In accordance with ASC 720, the Company expenses all costs of advertising as incurred. During the years ended September 30, 2014 and 2013 the Company incurred $1,325 and $2,238 of advertising costs, respectively.

Stock-based Compensation. The Company follows the provisions of ASC 718 which requires all share-based payments to employees, including grants of employee stock options, to be recognized in the statement of operations based on their fair values. The Company uses the Black-Scholes pricing model for determining the fair value of stock-based compensation.

Income Revenue Recognition. In connection with its franchising operations, the Company receives initial franchise fees, area development fees, franchise deposits and royalties which are based on sales at franchised restaurants.

Franchise fees, which are typically received prior to completion of the revenue of the revenue recognition process, are deferred when received. Such fees are recognized as income when substantially all services to be performed by the Company and conditions related to the sale of the franchise have been performed or satisfied, which generally occurs when the franchised restaurant commences operations.

Development agreements require the developer to open a specified number of restaurants in the development area within a specified time period or the agreements may be cancelled by the Company. Fees from development agreements are deferred when received and recognized as income as restaurants in the development area commence operations on a pro rata basis to the minimum number of restaurants required to be open.

Deferred franchise fees and development fees are classified as current or long term in the financial statements based on the projected opening date of the restaurants. Royalty fees, which are based upon a percentage of franchise sales, are made by the franchisee.

Taxes. The Company provides for income taxes under ASC 740, Accounting for Income Taxes. ASC 740 requires the use of an asset and liability approach in accounting for income taxes. Deferred tax assets and liabilities are recorded based on the differences between the financial statement and tax bases of assets and liabilities and the tax rates in effect when these differences are expected to reverse. ASC 740 requires the reduction of deferred tax assets by a valuation allowance if, based on the weight of available evidence, it is more likely than not that some or all of the deferred tax assets will not be realized.

Research and Development. Research and development costs are charged to operations as they are incurred. Legal fees and other direct costs incurred in obtaining and protecting patents are expensed as incurred. The Company incurred research and development expenses of $559 and $230 during the years ended September 30, 2014 and 2013, respectively.

Recent Accounting Pronouncements

Pizza Fusion implemented all new accounting standards that are in effect and that may impact its consolidated financial statements. Pizza Fusion does not believe that there are any other new accounting pronouncements that have been issued that might have a material impact on the consolidated financial position or results of operations.

PF Hospitality Group Management's Discussion and Analysis of Financial Condition and Results of Operations

Three and Nine Months Ended June 30, 2015 Compared to Three and Nine Months Ended June 30, 2014

Revenue. For the three and nine months ended June 30, 2015 and 2014, gross profit was $0 and $0, respectively.

Total Operating Expenses. For the three months ended June 30, 2015, total operating expenses increased 62.3%, from $18,000 for the three months ended June 30, 2014 to $29,208 for the three months ended June 30, 2015. This increase was due to an increase in selling, general and administrative expenses. For the nine months ended June 30, 2015, total operating expenses decreased 27.4%, from $74,084 for the nine months ended June 30, 2014 to $53,763 for the nine months ended June 30, 2015. This decrease was due to a reduction in selling, general and administrative expenses.

Net Loss from Operations. For the three months ended June 30, 2015, net loss from operations increased $11,208, or 62.3%, to $29,208 compared to net loss from operations of $18,000 for the three months ended June 30, 2014. For the nine months ended June 30, 2015, net loss from operations decreased $20,321, or 27.4%, to $53,763 compared to net loss from operations of $74,084 for the nine months ended June 30, 2014. These changes were due to the factors discussed above.

Interest Expense. For the three months ended June 30, 2015, interest expense decreased $42, or 1.4%, to $2,944 compared to interest expense of $2,986 for the three months ended June 30, 2014. For the nine months ended June 30, 2015, interest expense decreased $9,716, or 52.4%, to $8,832 compared to interest expense of $18,548 for the nine months ended June 30, 2014. These decreases were due to a reduction in debt discount amortization as the loans approached their maturity date.

Net Loss. For the three months ended June 30, 2015, net loss increased $11,166, or 53.2%, to $32,152 compared to net loss of $20,986 for the three months ended June 30, 2014. For the nine months ended June 30, 2015, net loss decreased $30,037, or 32.4%, to $62,595 compared to net loss of $92,632 for the nine months ended June 30, 2014. These changes were due to the factors discussed above.

Fiscal year ended September 30, 2014 Compared to Fiscal year ended September 30, 2013

Revenue. For the fiscal year ended September 30, 2014, gross profit was $0, a decrease of $6,571 compared to the same period in fiscal 2013. The reduction was a result of a reduction in sales and cost of goods sold as a result of the reduction in sales.

Total Operating Expenses. For the fiscal year ended September 30, 2014, total operating expenses decreased 97.0% to $92,636 from $3,093,687 for the fiscal year ended September 30, 2013 primarily as a result of a $2,796,656 reduction in impairment of intellectual property expense, $161,076 in depreciation and amortization and $43,319 reduction in selling, general and administrative expense.

Net Loss from Operations. For the fiscal year ended September 30, 2014, net loss from operations decreased $2,994,480, or 97.0%, to $92,636 compared to net loss from operations of $3,087,116 for the fiscal year ended September 30, 2013. This decrease was due to the factors discussed above.

Interest Expense. For the fiscal year ended September 30, 2014, interest expense decreased $35,187, or 62.0%, to $21,524 compared to interest expense of $56,711 for the fiscal year ended September 30, 2013. This decrease was due to a reduction in debt discount amortization as the loans approached their maturity date.

Net Loss. For the fiscal year ended September 30, 2014, net loss decreased $3,029,667, or 96.4%, to $114,160 compared to net loss of $3,143,827 for the fiscal year ended September 30, 2013. This decrease was due to the factors discussed above.

Liquidity and Capital Resources

Liquidity is the ability of an enterprise to generate adequate amounts of cash to meet its needs for cash requirements.

Nine Months Ended June 30, 2015 Compared to Nine Months Ended June 30, 2014

As of June 30, 2015, our working capital deficit amounted to $679,542, an increase of $62,595 as compared to working capital deficit of $616,947 as of June 30, 2013. This decrease is primarily a result of an increase in related party advances of $46,953 and accounts payable and accrued liabilities of $15,642. Working capital deficit at June 30, 2015 included primarily note payable of $421,498, accounts payable and accrued liabilities of $96,259, related party advances of $96,185 and convertible notes of $65,600.

Cash used by operating activities of $0 in the nine month period ended June 30,2015 was primarily attributable to a net loss of $62,595 offset by an increase of $46,953 in expenses paid on our behalf by related parties and an increase of $15,642 in accounts payable and accrued liabilities.

September 30, 2014 Compared to September 30, 2013

As of September 30, 2014, our working capital deficit amounted to $79,720, a decrease of $118,643 as compared to working capital deficit of $198,363 as of September 30, 2013. This decrease is primarily a result of an increase in convertible notes, offset by a decrease in accounts payable of $103,167 and related party advances of $25,679. Working capital deficit at June 30, 2015 included primarily convertible notes of $65,600 and accounts payable and accrued liabilities of $14,120.

Cash used by operating activities decreased by $23,286 to $2,009 in the fiscal year ended September 30, 2014 compared to $25,295 in fiscal 2013. The decrease was primarily attributable to a reduction in net loss of $3,029,667, an increase in expenses paid on our behalf by related parties of $23,553 and an increase in common stock issued to acquire mine leases of $18,075, offset by decreases in impairment of intellectual property of $2,796,656, depreciation and amortization of $161,076, amortization of debt discounts of $43,172, accounts payable and accrued expenses of 37,105 and common stock issued for services rendered of $10,000.

Cash used by investing activities decreased by $49,000 to $0 in the fiscal year ended September 30, 2014 compared to fiscal 2013.

Cash provided by financing activities of $2,000 in the fiscal year ended September 30, 2014 was attributable to proceeds from issuance of convertible notes.

Off-Balance Sheet Arrangements

As of June 30, 2015, we did not have any off-balance sheet arrangements that have or are reasonably likely to have a current or future effect on our financial condition, changes in financial condition, revenues or expenses, results of operations, liquidity, capital expenditures or capital resources that are material to investors. The term "off-balance sheet arrangement" generally means any transaction, agreement or other contractual arrangement to which an entity unconsolidated with us is a party, under which we have any obligation arising under a guarantee contract, derivative instrument or variable interest or a retained or contingent interest in assets transferred to such entity or similar arrangement that serves as credit, liquidity or market risk support for such assets.

Going Concern

The accompanying unaudited condensed financial statements have been prepared in conformity with accounting principles generally accepted in the United States of America, which contemplate continuation of the Company as a going concern. However, the Company has reported, as of the nine month period ended September 30, 2015, net losses of $114,160, accumulated deficit of $9,219,597 and total current liabilities in excess of current assets of $79,720. In addition, the Company has reported, as of June 30, 2014, net losses of $62,595, accumulated deficit of $9,703,690 and total current liabilities in excess of current assets of $679,542.

The Company no revenue from operations and will be dependent on funds raise to satisfy its ongoing capital requirements for at least the next 12 months. The Company will require additional financing in order to execute its operating plan and continue as a going concern. The Company cannot predict whether this additional financing will be in the form of equity or debt, or be in another form. The Company may not be able to obtain the necessary additional capital on a timely basis, on acceptable terms, or at all.

In any of these events, the Company may be unable to implement its current plans for expansion or respond to competitive pressures, any of these circumstances would have a material adverse effect on its business, prospects, financial condition and results of operations.

Critical Accounting Policies

We have identified the following policies below as critical to our business and results of operations. Our reported results are impacted by the application of the following accounting policies, certain of which require management to make subjective or complex judgments. These judgments involve making estimates about the effect of matters that are inherently uncertain and may significantly impact quarterly or annual results of operations. For all of these policies, management cautions that future events rarely develop exactly as expected, and the best estimates routinely require adjustment. Specific risks associated with these critical accounting policies are described in the following paragraphs.

Revenue Recognition. The Company recognizes revenue on four basic criteria that must be met before revenue can be recognized: (1) persuasive evidence of an arrangement exists; (2) delivery has occurred or services have been rendered; (3) the fee is fixed or determinable; and (4) collectability is reasonably assured. Determination of criteria (3) and (4) are based on management's judgments regarding the fixed nature of the fee charged for services rendered and products delivered and the collectability of those fees. Revenue is generally recognized upon shipment.

Costs of Revenue. Cost of revenue includes raw materials, component parts, and shipping supplies. Shipping and handling costs are not a significant portion of the cost of revenue.

Use of Estimates. The preparation of consolidated 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.

Cash and Cash Equivalents. For purposes of the statements of cash flows, cash includes demand deposits, saving accounts and money market accounts. The Company considers all highly liquid debt instruments with maturities of three months or less when purchased to be cash equivalents.

Fair Value of Financial Instruments. Our short-term financial instruments, including cash, other assets and accounts payable and accrued expenses consist primarily of instruments without extended maturities, the fair value of which, based on management's estimates, reasonably approximate their book value. The fair value of our notes and advances payable is based on management estimates and reasonably approximates their book value based on their current maturity.

Impairment of long lived assets. The Company has adopted Accounting Standards Codification subtopic 360-10, Property, Plant and Equipment ("ASC 360-10"). ASC 360-10 requires that long-lived assets and certain identifiable intangibles held and used by the Company be reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. Events relating to recoverability may include significant unfavorable changes in business conditions, recurring losses, or a forecasted inability to achieve break-even operating results over an extended period.

The Company evaluates the recoverability of long-lived assets based upon forecasted undiscounted cash flows. Should impairment in value be indicated, the carrying value of intangible assets will be adjusted, based on estimates of future discounted cash flows resulting from the use and ultimate disposition of the asset. ASC 360-10 also requires assets to be disposed of is reported at the lower of the carrying amount or the fair value less costs to sell.

Net Loss per Common Share. The Company computes net loss per share under Accounting Standards Codification subtopic 260-10, Earnings Per Share ("ASC 260-10"). Basic net loss per common share is computed by dividing net loss by the weighted average number of shares of common stock. Diluted net loss per share is computed using the weighted average number of common and common stock equivalent shares outstanding during the period. Both of which are adjusted to give effect to the 2,000-for-1 reverse stock split, which was effected on May 26, 2015 (see Note 5). There is no effect on diluted loss per share since the common stock equivalents are anti-dilutive for the three and nine months ended June 30, 2015 and 2014. Dilutive common stock equivalents consist of shares issuable upon conversion of convertible notes. Fully diluted shares for the three months ended June 30, 2015 and 2014 were 179,852 and 183,289, respectively; and 179,852 and 182,739 for the nine months ended June 30, 2015 and 2014, respectively.

Income Taxes. Income tax provisions or benefits for interim periods are computed based on the Company's estimated annual effective tax rate. Based on the Company's historical losses and its expectation of continuation of losses for the foreseeable future, the Company has determined that it is more likely than not that deferred tax assets will not be realized and, accordingly, has provided a full valuation allowance. As the Company anticipates or anticipated that its net deferred tax assets at September 30, 2015 and 2014 would be fully offset by a valuation allowance, there is no federal or state income tax benefit for the periods ended June 30, 2015 and 2014 related to losses incurred during such periods.

Research and Development. The Company accounts for research and development costs in accordance with the Accounting Standards Codification subtopic 730-10, Research and Development ("ASC 730-10"). Under ASC 730-10, all research and development costs must be charged to expense as incurred. Accordingly, internal research and development costs are expensed as incurred. Third-party research and developments costs are expensed when the contracted work has been performed or as milestone results have been achieved. Company-sponsored research and development costs related to both present and future products are expensed in the period incurred. For the nine months ended June 30, 2015 and 2014, the Company's expenditures on research and product development were immaterial.

Share-Based Compensation. The Company follows the fair value recognition provisions of Accounting Standards Codification subtopic 718-10, Compensation ("ASC 718-10") using the modified-prospective transition method. Share-based compensation issued to employees is measured at the grant date, based on the fair value of the award, and is recognized as an expense over the requisite service period.

The Company measures the fair value of the share-based compensation issued to non-employees using the stock price observed in the arms-length private placement transaction nearest the measurement date (for stock transactions) or the fair value of the award (for non-stock transactions), which were considered to be more reliably determinable measures of fair value than the value of the services being rendered. The measurement date is the earlier of (1) the date at which commitment for performance by the counterparty to earn the equity instruments is reached, or (2) the date at which the counterparty's performance is complete.

Recent Accounting Pronouncements

In April 2015, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) Number 2015-3 entitled "Simplifying the Presentation of Debt Issuance Costs." The new guidance specifies that debt issuance costs under the new standard are to be netted against the carrying value of the financial liability. Under current guidance, debt issuance costs are recognized as a deferred charge and reported as a separate asset on the balance sheet. The new guidance aligns the treatment of debt issuance costs and debt discounts in that both reduce the carrying value of the liability. It is important to note that neither the recognition nor measurement of debt issuance costs is changed as a result of the ASU. Amortization of debt issuance costs is to be recorded as interest expense on the income statement.

The effective date of the new guidance is for fiscal years beginning after December 15, 2015, for public business entities and interim periods within those fiscal years. Early adoption is permitted for financial statements that have not been issued previously. We do not believe the effect of the adoption of this standard to have a material impact on our consolidated financial statements.

There are other various updates recently issued, most of which represented technical corrections to the accounting literature or application to specific industries and are not expected to a have a material impact on our financial position, results of operations or cash flows.

ITEM 3. Properties

As of June 30, 2015, we do not own any real property. We lease office space of approximately 1,950 square feet in Boca Raton, Florida pursuant to a lease that expires on July 31, 2016. We pay base rent of $2,200 per month plus fixed additional charges of $1,200 per month for real estate taxes, insurance, common area expenses and rental taxes. Rent is subject to increases of 5% each year.

ITEM 4. Security Ownership of Certain Beneficial Owners and Management

At September 2, 2015, we had 60,100,404 shares of our common stock issued and outstanding. The following table sets forth information regarding the beneficial ownership of our common stock as of September 2, 2015 for:

- each of our named executive officers,
- each of our directors,
- all of our directors and executive officers as a group, and
- each stockholder known by us to be the beneficial owner of more than 5% of our outstanding shares of common stock

Information on beneficial ownership of securities is based upon a record list of our stockholder and we have determined beneficial owner's percentage ownership by assuming that warrants that are held by the beneficial owner, but not those held by any other person, and which are exercisable within 60 days of the date set forth above have been exercised or converted. We believe, based on the information furnished to us, that the persons and entities named in the table below have sole voting and investment power with respect to all shares of common stock that they beneficially own.

Unless otherwise indicated, the business address of each person listed is in care of PF Hospitality Group, Inc., 399 NW 2nd Avenue, Suite 216, Boca Raton, Florida 33432.

Series A Preferred Stock

Name and Address of Beneficial Owner	Amount and Nature of Beneficial Ownership	Percent of Class[1]
Vaughan Dugan	1,000,000	50.0%
Randy Romano	1,000,000	50.0%
All directors and executive officers as a group (two persons)	2,000,000	100.0%

(1) Calculated on the basis of 2,000,000 issued and outstanding Series A preferred shares as of September 2, 2015. Holders of our Series A preferred stock are entitled to 125 votes per share.

Common Stock

Name	Amount and Nature of Beneficial Ownership	Percent of Class
Vaughan Dugan	26,713,032[1]	42.9%
Randy Romano	26,713,032[2]	42.9%
All directors and executive officers as a group (2 persons)	53,426,065	83.1%
PF Program Partnership LP[3]	5,157,192	8.6%

(1) Includes 2,108,667 shares of common stock issuable upon exercise of warrants exercisable at $0.25 per share which expire in June 2018.

(2) Includes 2,108,667 shares of common stock issuable upon exercise of warrants exercisable at $0.25 per share which expire in June 2018.

(3) Seth Wise has voting and dispositive control over the securities owned by PF Program Partnership LP whose address is c/o Seth Wise, 401 East Las Olas Blvd #800, Fort Lauderdale, FL 33301.

ITEM 5. Directors and Executive Officers

Members of our Board of Directors are elected by the stockholders to a term of one year and serve until their successors are elected and qualified. Our officers are appointed by our Board to a term of one year and serve until their successors are duly appointed and qualified, or until the officer is removed from office. Our Board has no nominating, audit or compensation committees.

Set forth below is certain information regarding our directors and executive officers.

Name	Age	Position
Vaughan Dugan	42	Chief Executive Officer and Director
Randy Romano	57	President and Director

Vaughan Dugan. Mr. Dugan has served as our Chief Executive Officer and as a member of our board of directors since July 2015. From 2006 to 2015, Mr. Dugan was the Chief Executive Officer and founder of Pizza Fusion, a franchisor of fast casual restaurants which offers a healthy alternative to traditional pizza restaurants. Mr. Dugan currently serves as the vice chairman on the Florida Atlantic University College of Education Advisory Board. He has also served as vice-chairman of the City of Boca Raton's Green Living Advisory Board since 2011.

Randy Romano. Mr. Romano has served as our President and as a member of our board of directors since July 2015. From 2006 to 2015, Mr. Romano was the President/Founder of Pizza Fusion. Mr. Romano has extensive experience in the fields of franchise development, franchise operations and franchise training. His 30 year plus franchise experience includes serving as the president/founder of a retail franchise (Treasure Cache) with over 45 locations nationwide, and president/founder of a service franchise (American College Planning Service) that franchised its college planning centers throughout the United States servicing over 10,000 families annually.

There are no family relationships between any of the executive officers and directors.

Involvement in Certain Legal Proceedings

None of our directors, executive officers, significant employees or control persons has been involved in any legal proceeding listed in Item 401 (f) of Regulation S-K in the past 10 years.

Corporate Governance

Our board of directors has not established any committees, including an audit committee, a compensation committee or a nominating committee, or any committee performing a similar function. The functions of those committees are being undertaken by our board. Because we do not have any independent directors, our board believes that the establishment of committees of our board would not provide any benefits to our company and could be considered more form than substance.

We do not have a policy regarding the consideration of any director candidates that may be recommended by our stockholders, including the minimum qualifications for director candidates, nor has our officers and directors established a process for identifying and evaluating director nominees. We have not adopted a policy regarding the handling of any potential recommendation of director candidates by our stockholders, including the procedures to be followed. Our officers and directors have not considered or adopted any of these policies as we have never received a recommendation from any stockholder for any candidate to serve on our board of directors.

Given our relative size and lack of directors' and officers' insurance coverage, we do not anticipate that any of our stockholders will make such a recommendation in the near future. While there have been no nominations of additional directors proposed, in the event such a proposal is made, all current members of our board will participate in the consideration of director nominees.

As with most small, early stage companies until such time as we further develop our business, achieve a stronger revenue base and have sufficient working capital to purchase directors' and officers' insurance, we do not have any immediate prospects to attract independent directors. When we are able to expand our board to include one or more independent directors, we intend to establish an audit committee of our board of directors. It is our intention that one or more of these independent directors will also qualify as an audit committee financial expert. Our securities are not quoted on an exchange that has requirements that a majority of our board members be independent and we are not currently otherwise subject to any law, rule or regulation requiring that all or any portion of our board of directors include "independent" directors, nor are we required to establish or maintain an audit committee or other committee of our board.

Code of Ethics

We expect that we will adopt a code of business conduct and ethics that applies to all of our employees, officers and directors, including those officers responsible for financial reporting. Once adopted, we will make the code of business conduct and ethics available on our website at *www.pfhospitalitygroup.com*. We intend to post any amendments to the code, or any waivers of its requirements, on our website.

Board Structure

Our Board has not chosen to separate the positions of Chief Executive Officer and Chairman of the Board in recognition of the fact that our operations are sufficiently limited that such separation would not serve any useful purpose.

Role of Board in Risk Oversight Process

Management is responsible for the day-to-day management of risk and for identifying our risk exposures and communicating such exposures to our board. Our board is responsible for designing, implementing and overseeing our risk management processes. The board does not have a standing risk management committee, but administers this function directly through the board as a whole. The whole board considers strategic risks and opportunities and receives reports from its officers regarding risk oversight in their areas of responsibility as necessary. We believe our board's leadership structure facilitates the division of risk management oversight responsibilities and enhances the board's efficiency in fulfilling its oversight function with respect to different areas of our business risks and our risk mitigation practices.

Communications with the Board of Directors

Stockholders with questions about the Company are encouraged to contact the Company by sending communications to the attention of the Chief Executive Officer at 399 NW 2nd Avenue, Suite 216, Boca Raton, FL 33432. If stockholders feel that their questions have not been sufficiently addressed through communications with the Chief Executive Officer, they may communicate with the Board of Directors by sending their communications to the Board of Directors, c/o the Chief Executive Officer at the same address.

Director Compensation

Historically, our directors have not received compensation for their service, but we may compensate our directors for their service in the future. We reimburse our non-employee directors for reasonable travel expenses incurred in attending board and committee meetings. We also intend to allow our non-employee directors to participate in any equity compensation plans that we adopt in the future.

ITEM 6. Executive Compensation

2014 SUMMARY COMPENSATION TABLE

The following table summarizes all compensation recorded by us in the past two fiscal years for:

- our principal executive officer or other individual serving in a similar capacity,
- our two most highly compensated executive officers other than our principal executive officer who were serving as executive officers at September 30, 2014, and
- up to two additional individuals for whom disclosure would have been required but for the fact that the individual was not serving as an executive officer at September 30, 2014.

For definitional purposes, these individuals are sometimes referred to as the "named executive officers."

Name and Principal Position	Fiscal Year Ended	Salary ($)	Bonus ($)	Stock Awards ($)	Option Awards ($)	All Other Compensation ($)	Total ($)
David Kugelman, former Chief Executive Officer [1]	9/30/2014	$ 54,000[2]	-	-	-	-	$ 54,000
	9/30/2013	$ 48,000[2]	-	-	-	-	$ 48,000

(1) Effective July 1, 2015, in connection with our merger with Pizza Fusion, Mr. Kugelman resigned as our Chief Executive Officer. Effective July 1, 2015, Mr. Dugan was appointed as our Chief Executive Officer and a Director and Mr. Romano was appointed as our President and a Director.

(2) Reflects amount of accrued salary.

Executive Employment Agreements

Vaughan Dugan

On June 1, 2013, Pizza Fusion entered into an employment agreement with Mr. Dugan to serve as its Chief Executive Officer for a term that expires on May 30, 2020. The agreement provides for a base annual salary of $150,000 subject to a minimum increase at an annual compound rate of 5% and may be adjusted by the Company's board of directors from time-to-time in its discretion but in no event shall the base salary be reduced below $150,000 plus annual increases without the Executive's prior consent. In addition, Mr. Dugan is eligible for the same perquisites and benefits as are made available to other senior executive employees of the Company, as well as such other perquisites or benefits as may be specified from time to time by the Company including an automobile allowance, health insurance and a mobile telephone. Mr. Dugan is also eligible for an annual cash and equity bonus based on Company's achievement of financial and other goals approved by its board of directors. As of the date of this report, the Board has not established any financial goals for purposes of determining bonuses.

If Mr. Dugan's employment is terminated by us, with or without cause, or he resigns for any reason, he is entitled to be paid his compensation through the end of the remaining term, but in no event less than one year plus a pro-rata portion of any bonus awarded. During the term of his employment and for a period of one year thereafter, Mr. Dugan agreed to refrain from soliciting significant employees of the company or its franchisees. In addition, Mr. Dugan agreed to keep certain information of the Company confidential.

Randy Romano

On June 1, 2013, Pizza Fusion entered into an employment agreement with Mr. Romano to serve as its President for a term that expires on May 30, 2020. The agreement provides for a base annual salary of $150,000 subject to a minimum increase at an annual compound rate of 5% and may be adjusted by the Company's board of directors from time-to-time in its discretion but in no event shall the base salary be reduced below $150,000 plus annual increases without the Executive's prior consent. In addition, Mr. Romano is eligible for the same perquisites and benefits as are made available to other senior executive employees of the Company, as well as such other perquisites or benefits as may be specified from time to time by the Company including an automobile allowance, health insurance and a mobile telephone. Mr. Romano is also eligible for an annual cash and equity bonus based on Company's achievement of financial and other goals approved by its board of directors. As of the date of this report, the Board has not established any financial goals for purposes of determining bonuses.

If Mr. Romano's employment is terminated by us, with or without cause, or he resigns for any reason, he is entitled to be paid his compensation through the end of the remaining term, but in no event less than one year plus a pro-rata portion of any bonus awarded. During the term of his employment and for a period of one year thereafter, Mr. Romano agreed to refrain from soliciting significant employees of the company or its franchisees. In addition, Mr. Romano agreed to keep certain information of the Company confidential.

Outstanding Equity Awards At Fiscal Year End

None.

ITEM 7. Certain Relationships and Related Transactions, and Director Independence

Effective July 1, 2015, we merged with Pizza Fusion. Under the terms of the merger with Pizza Fusion, we issued 17,117,268 shares of our common stock (after giving effect to the reverse stock split) for 100% of Pizza Fusion's common shares and a warrant to purchase one share of our common stock at $0.25 per share for a period of three years. In addition, Messrs. Dugan and Romano purchased an aggregate of 42,882,732 shares of our common stock and 2,000,000 shares of Our Series A preferred stock at a price of $0.0001 per share.

Policy Regarding Transactions with Related Persons

We do not have a formal, written policy for the review, approval or ratification of transactions between us and any director or executive officer, nominee for director, 5% stockholder or member of the immediate family of any such person that are required to be disclosed under Item 404(a) of Regulation S-K. However, our policy is that any activities, investments or associations of a director or officer that create, or would appear to create, a conflict between the personal interests of such person and our interests must be assessed by our Chief Executive Officer and must be at arms' length.

ITEM 8. Legal Proceedings

Occasionally, we may be involved in litigation matters relating to claims arising from the ordinary course of business. We do not believe that there are any claims or actions pending or threatened against us, the ultimate disposition of which would have a material adverse effect on our business, results of operations and financial condition.

ITEM 9. Market Price of and Dividends on the Registrant's Common Equity and Related Stockholder Matters

Market Information

Our common stock is currently quoted on OTC Market Group, Inc.'s OTC Pink tier under the symbol, "PFHS." The OTC Market is a network of security dealers who buy and sell stock. The dealers are connected by a computer network that provides information on current "bids" and "asks", as well as volume information.

The following table sets forth the range of high and low closing bid quotations for our common stock for each of the periods indicated as reported by the OTC Markets. These quotations reflect inter-dealer prices, without retail mark-up, mark-down or commission and may not necessarily represent actual transactions. As of May 26, 2015, we effected a 2,000-for-1 stock split. All prices in the following table reflect post-split prices.

Fiscal Year Ended September 30, 2013

	High	Low
Fiscal Quarter Ended:		
December 31, 2012	$ 106.80	$ 10.20
March 31, 2013	$ 50.00	$ 8.00
June 30, 2013	$ 11.40	$ 3.20
September 30, 2013	$ 5.40	$ 1.40

Fiscal Year Ended September 30, 2014

	High	Low
Fiscal Quarter Ended:		
December 31, 2013	$ 5.40	$ 1.20
March 31, 2014	$ 3.00	$ 1.40
June 30, 2014	$ 2.00	$ 1.60
September 30, 2014	$ 3.40	$ 1.60

On August 21, 2015, the closing price for our common stock on the OTC Markets was $1.40 per share with respect to an insignificant volume of shares.

The volume of shares traded on the OTC Markets was insignificant and therefore, does not represent a reliable indication of the fair market value of these shares.

Holders of Common Stock

As of September 2, 2015, there were approximately 50 record holders of our common stock. The number of record holders does not include beneficial owners of common stock whose shares are held in the names of banks, brokers, nominees or other fiduciaries.

We have no securities authorized for issuance under equity compensation plans.

Dividends

We have never declared or paid dividends on our common stock. Moreover, we currently intend to retain any future earnings for use in our business and, therefore, do not anticipate paying any dividends on our common stock in the foreseeable future.

ITEM 10. Recent Sales of Unregistered Securities.

Set forth below is information regarding securities sold by us within the past three years that were not registered under the Securities Act.

Date	Name of Person or Entity	Nature of Each Offering	Jurisdiction	Number of shares offered	Number of Shares sold	Price at which Shares Were Offered / Amount Paid to the Issuer	Trading Status of the Shares	Legend
10/29/13	Atlanta Capital Partners, LLC (1)	Section 4(a) (2) Exemption	GA	6,200,000	6,200,000	None – the Company issued securities for payment of debts	Restricted	Yes
10/29/13	South American Gold Corp.	Section 4(a) (2) Exemption	NV	11,875,000	11,875,000(2)	Mining leases acquired	Restricted	Yes

(1) Atlanta Capital Partner, LLC is beneficially owned by: David Kugelman.

(2) 6,75,000 shares were returned to treasury in August 2014 by South American on termination of purchase agreement for acquisition of GB-2 Claims in AZ.

In addition, effective July 1, 2015, we merged with Pizza Fusion. Under the terms of the merger with Pizza Fusion, we issued 17,117,268 shares of our common stock (after giving effect to the reverse stock split) for 100% of Pizza Fusion's common shares and a warrant to purchase one share of our common stock at $0.25 per share for a period of three years. In addition, the Pizza Fusion founders agreed to purchase an aggregate of 42,882,732 shares of our common stock and 2,000,000 shares of our Series A preferred stock at a price of $0.0001 per share. The holders of our convertible debt in the original principal amount of $65,600 agreed to convert such debt into 40,000,000 shares of our common stock.

The shares of Common Stock issued in connection with our acquisition of Pizza Fusion were issued in reliance upon the exemption from securities registration afforded by the provisions of Section 4(a)(2) of the Securities Act of 1933, as amended, ("Securities Act").

On July 27, 2015, we entered into a securities purchase agreement pursuant to which it issued and sold $1,333,334 principal amount of convertible debentures due July 27, 2020 for a price of $1,200,000. Proceeds from this debenture will be paid to us as follows: $140,000 upon signing with the balance payable in five consecutive monthly installments of $212,000 commencing on September 1, 2015. We agreed to pay interest for the first 12 months at the rate of 10% per annum on the amounts advanced payable in cash in six equal tranches, the first of which is due on the date we closed on the financing and remainder will be due on each of the first five monthly anniversaries of such date.

Under the terms of a Registration Rights Agreement entered into as part of the offering, we agreed to file a registration statement with the Securities and Exchange Commission within 60 days of the closing date covering the public resale of the shares of common stock underlying the debentures, and to use its best efforts to cause the registration statement to be declared effective within 180 days from the closing date. Should the number of shares of our common stock we are permitted to include in the initial registration statement be limited pursuant to Rule 415 of the Securities Act of 1933, we further agreed to file additional registration statements with the SEC to register any remaining shares. We will pay all costs associated with the registration statements, other than underwriting commissions and discounts.

The Securities Purchase Agreement contains certain negative covenants by us, unless consent of purchasers holding at least 75% of the aggregate principal amount of the outstanding debentures, including prohibitions on: incurrence of certain indebtedness and liens, amendment to our articles of incorporation or bylaws, repayment or repurchase of our common stock or debts, sale of substantially all of its assets or merger with another entity, payment of cash dividends or entry into any related party transactions. We granted investors certain pro-rata rights of first refusal on future offerings by us for as long as the investor(s) beneficially own any of the debentures.

The debentures are convertible into shares of our common stock at a conversion price equal to 65% of the lowest traded price of its common stock for the 20 trading days prior to each conversion date subject to adjustment. The conversion price of the debentures is subject to proportional adjustment in the event of stock splits, stock dividends and similar corporate events. In addition, the conversion price is subject to adjustment if PF Hospitality Group issues or sells shares of its common stock for a consideration per share less than the conversion price then in effect, or issue options, warrants or other securities convertible or exchange for shares of its common stock at a conversion or exercise price less than the conversion price of the debentures then in effect. If either of these events should occur, the conversion price is reduced to the lowest price at which these securities were issued or are exercisable. The debentures shares are not convertible to the extent that (a) the number of shares of our common stock beneficially owned by the holder and (b) the number of shares of our common stock issuable upon the conversion of the debentures or otherwise would result in the beneficial ownership by holder of more than 4.99% of our then outstanding common stock. This ownership limitation can be increased or decreased to any percentage not exceeding 9.99% by the holder upon 61 days' notice to PF Hospitality Group.

The convertible debentures were issued in reliance upon the exemption from securities registration afforded by the provisions of Section 4(a)(2) of the Securities Act.

On August 25, 2015 the holders of an aggregate of $65,500 of the Company's convertible debt plus accrued interest of $24,763.69 converted the amounts owed them into 40,000,000 shares of the Company's common stock. The common stock to be issued in connection with this conversion will be issued in reliance upon the exemption from securities registration afforded by the provisions of Section 3(a)(9) of the Securities Act.

ITEM 11. Description of Registrant's Securities to be Registered.

Our authorized capital stock consists of 500,000,000 shares of common stock, par value $0.0001 per share, and 20,000,000 shares of preferred stock, par value $0.0001 per share, of which 2,000,000 shares are designated as Series A preferred stock. As of September 2, 2015, there were 60,100,404 shares of common stock issued and outstanding, and 2,000,000 shares of preferred stock which have been designated as Series A preferred stock, all of which are issued and outstanding.

Description of Common Stock

The holders of shares of the Company's common stock are entitled to one vote per share on matters to be voted upon by the stockholders and are entitled to receive dividends out of funds legally available for distribution when and if declared by our Board.

The holders of shares of our common stock will share ratably in the Company's assets legally available for distribution to the stockholders in the event of the Company's liquidation, dissolution or winding up, after the payment in full of all debts and distributions and after the holders of all series of outstanding preferred stock have received their liquidation preferences in full.

The holders of our common stock have no preemptive, redemption, cumulative voting or conversion rights. The outstanding shares of our common stock are fully paid and non-assessable.

Description of Preferred Stock

Our Board is authorized to fix and determine the designations, rights, preferences or other variations of each particular class or series of our preferred stock.

Description of Series A Preferred Stock

The holders of shares of Series A Preferred Stock are not entitled to dividends or distributions. The holders of shares of Series A Preferred Stock have the following voting rights:

- Each share of Series A Preferred Stock entitles the holder to 125 votes on all matters submitted to a vote of the Company's stockholders.

- Except as otherwise provided in the Certificate of Designation, the holders of Series B preferred stock, the holders of Company common stock and the holders of shares of any other Company capital stock having general voting rights and shall vote together as one class on all matters submitted to a vote of the Company's stockholders.

The holders of the Series A Preferred Stock shall not have any conversion rights.

Provisions that May Delay, Defer or Prevent a Change of Control

We have determined that Sections 378 through 3793 of Chapter 78 of the Nevada Revised Statutes ("NRS") ("Acquisition of Controlling Interest") do not apply to us because we do not currently meet the definition of "issuing corporation" contained therein. In addition, our amended and restated articles of incorporation specifically provide that such portions of NRS are not applicable to our company.

In addition to any provisions set forth in the NRS that may delay, defer or prevent a change of control, our Amended and restated articles of incorporation and Bylaws contain the following provisions that may delay, defer or prevent a change of control:

Our Board has the authority to issue up to 500,000,000,000 shares of common stock and up to 20,000,000 shares of preferred stock and to determine the rights, preferences and privileges of the shares of preferred stock, without stockholder approval.

Nominations of persons for election to our Board and the proposal of business to be considered by the stockholders may be made at a meeting of stockholders (1) pursuant to our notice of meeting delivered pursuant to our Bylaws, (2) by or at the direction of our Board, (3) by any committee or person appointed by our Board or (4) by any stockholder who is entitled to vote at the meeting, who complied with the notice procedures set forth in our Bylaws and who was a stockholder of record at the time such notice was delivered to our Secretary.

The notice procedures in our Bylaws include a requirement that the proposing stockholder must have given timely notice thereof in writing to our Secretary, and such other business must otherwise be a proper matter for stockholder action. To be timely with respect to an annual meeting, a stockholder's notice shall be delivered to our Secretary at our principal executive offices not less than 60 days prior to the scheduled date of the meeting; provided, however, that if no notice is given and no public announcement is made to the stockholders regarding the date of the meeting at least 70 days prior to the meeting, the stockholder's notice shall be valid if delivered to or mailed and received by our Secretary at our principal executive office not less than 10 days following the day on which the notice or public announcement of the date of the meeting was given or made.

In addition, any such stockholder's notice must set forth (1) as to each person whom the stockholder proposes to nominate for election or reelection as a director, (a) the name, age, business address and residential address of the person, (b) the principal occupation or employment of the person (c) the class and number of shares of our capital stock that are beneficially owned by the person, (d) the written consent by the person, agreeing to serve as a director if elected, (e) a description of all arrangements or understandings between the person and the stockholder regarding the nomination, (f) a description of all arrangements or understandings between the person and any other person or persons (naming such persons) regarding the nomination, (g) all information relating to the person that is required to be disclosed in solicitations for proxies for election of directors pursuant to Rule 14a under the Exchange Act, and (h) such other information as we may reasonably request to determine the eligibility of such proposed nominee to serve as a director; (2) as to any other business that the stockholder proposes to bring before the meeting, (a) a brief description of the business desired to be brought before the meeting, the reasons for conducting such business at the meeting and, in the event that such business includes a proposal to amend either the Amended and restated articles of incorporation or the Bylaws, the language of the proposed amendment, (b) the name and address, as they appear on our books, of the stockholder proposing such business, (c) the class and number of shares of our capital stock that are beneficially owned by such stockholder, and (d) any material interest (financial or otherwise) of such stockholder in such business; and (3) as to the stockholder giving the notice (a) the name, business address and residential address of the stockholder giving the notice, (b) the class and number of shares of our capital stock that are beneficially owned by such stockholder, (c) a description of all arrangements or understandings between the stockholder and the nominee regarding the nomination, and (d) a description of all arrangements or understandings between the stockholder and any other person or persons (naming such persons) regarding the nomination.

ITEM 12. Indemnification of Directors and Officers.

Our amended and restated articles of incorporation contain provisions that indemnify our directors and officers to the fullest extent permitted or authorized by applicable law. These provisions do not limit or eliminate our rights or those of any stockholder to seek an injunction or any other non-monetary relief in the event of a breach of a director's or an officer's fiduciary duty. In addition, these provisions apply only to claims against a director or officer arising out of his role as a director or officer. Pursuant to our amended and restated articles of incorporation, directors have no liability to us or our stockholders for monetary damages for conduct as a director, except for acts or omissions that involve intentional misconduct by the director, a knowing violation of law by the director, acts or failures to act that constitute a breach of the director's fiduciary duty, or for any transaction from which the director will personally receive a benefit in money, property or services to which the director is not legally entitled.

In addition, our amended and restated articles of incorporation provide for the indemnification of our directors and officers for expenses incurred by them in their capacities as directors and officers. This right of indemnification extends to fines, liabilities, settlements, costs and expenses, including attorneys' fees, asserted against a director or an officer, or arising out of a director's or an officer's status as a director or an officer.

Under the NRS, the directors have a fiduciary duty to us that is not eliminated by this provision of the Articles and, in appropriate circumstances, equitable remedies such as injunctive or other forms of non-monetary relief will remain available. In addition, each director will continue to be subject to liability under the NRS for breach of the director's duty of loyalty to us for acts or omissions which are found by a court of competent jurisdiction to not be in good faith or involve intentional misconduct, for knowing violations of law, for actions leading to improper personal benefit to the director, and for payment of dividends or approval of stock repurchases or redemptions that are prohibited by the NRS. This provision also does not affect the directors' responsibilities under any other laws, such as the federal securities laws or state or federal environmental laws.

The NRS provides that a corporation may, and our Articles and Bylaws provide that we shall, indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (an "Action"), by reason of the fact that he is or was a director, officer, employee or agent of the corporation or is or was serving at the request of the corporation in such capacity in another corporation, partnership, joint venture, trust or other enterprise (the "Indemnified Party"), against expenses (including attorney's fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful; provided, however, no indemnification shall be made in respect of any action or suit by or in the right of the corporation if the Indemnified Party shall have been adjudged to be liable to the corporation, unless and only to the extent that the court shall determine that, despite the adjudication of liability but in view of all circumstances, such person is fairly and reasonably entitled to indemnity. Furthermore, the NRS provides that determination of an Indemnified Party's eligibility for indemnification by us shall be made on a case-by-case basis by: (i) the stockholders; (ii) the board of directors by a majority vote of a quorum consisting of directors who were not parties to the act, suit or proceeding; (iii) if a majority vote of a quorum consisting of directors who were not parties to the act, suit or proceeding so orders, by independent legal counsel in a written opinion; or (iv) if a quorum consisting of directors who were not parties to the act, suit or proceeding cannot be obtained, by independent legal counsel in a written opinion.

Insofar as indemnification for liabilities arising under the Securities Act of 1933, as amended (the "Securities Act"), may be permitted to our directors, officers or control persons pursuant to the foregoing provisions, we have been informed that in the opinion of the Securities and Exchange Commission, such indemnification is against public policy as expressed in the Securities Act and is therefore unenforceable.

ITEM 13. Financial Statements and Supplementary Data

The financial statements of Pizza Fusion and PF Hospitality Group are included in pages F-1 through F-43 of this registration statement on Form 10.

ITEM 14. Changes in and Disagreements with Accountants on Accounting and Financial Disclosure

None.

ITEM 15. Financial Statements and Exhibits

(a) The following financial statements are filed as part of this registration statement on Form 10 and incorporated herein by reference:

Pizza Fusion:

Report of Independent Registered Public Accounting Firm
Consolidated Balance Sheets - As of September 30, 2014 and 2013
Consolidated Statements of Operations - For the Years Ended September 30, 2014 and 2013
Consolidated Statements of Changes in Stockholders' Deficit - For the Years Ended September 30, 2014 and 2013
Consolidated Statements of Cash Flows - For the Years Ended September 30, 2014 and 2013
Notes to Consolidated Financial Statements
Condensed Consolidated Balance Sheets as June 30, 2015 (unaudited) and September 30, 2014
Consolidated Statements of Operations for the Nine Months Ended June 30, 2015 and 2014 (unaudited)
Condensed Consolidated Statements of Cash Flows for the Nine Months Ended June 30, 2015 and 2014 (unaudited)
Notes to Unaudited Consolidated Financial Statements

PF Hospitality Group:

Report of Independent Registered Public Accounting Firm
Balance Sheets - As of September 30, 2014 and 2013
Statements of Operations - For the Years Ended September 30, 2014 and 2013
Statement of Stockholders' Equity (Deficit) - For the Years Ended September 30, 2014 and 2013
Statements of Cash Flows - For the Years Ended September 30, 2014 and 2013
Notes to Financial Statements
Condensed Balance Sheets as of June 30, 2015 and September 30, 2014 (unaudited)
Condensed Statements of Operations for the Three and Nine Months Ended June 30, 2015 and 2014 (unaudited)
Consolidated Statements of Cash Flows for the Nine Months Ended June 30, 2015 and 2014 (unaudited)
Notes to Unaudited Financial Statements

Unaudited Pro Forma Combined Balance Sheet as of September 30, 2014
Unaudited Pro Forma Combined Statement of Operations for the Year Ended September 30, 2014
Unaudited Pro Forma Combined Statement of Operations

(b) Exhibits:

Exhibit Number	Description
2.1*	Merger Agreement among PF Hospitality Group, Inc. (f/k/a Kalahari Greentech, Inc.), Pizza Fusion Acquisition Subsidiary, Inc. and Pizza Fusion Holdings, Inc. dated as of May 26, 2015.
3.1*	Amended and Restated Articles of Incorporation filed on May 29, 2015.
3.2*	Bylaws dated as of April 5, 2005.
10.1*	Form of Franchise Agreement
10.2+*	Employment Agreement between Pizza Fusion Holdings, Inc. and Vaughan Dugan dated as of June 1, 2013.
10.3+*	Employment Agreement between Pizza Fusion Holdings, Inc. and Randy Romano dated as of June 1, 2013.
10.4*	Standard Office Lease between Investments Limited and Pizza Fusion Holdings, Inc. dated July 24, 2014.
21.1*	Subsidiaries of PF Hospitality Group, Inc.

+ Management contract or compensatory plan or arrangement.
* Filed herewith.

SIGNATURES

Pursuant to the requirements of Section 12 of the Securities Exchange Act of 1934, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized.

PF HOSPITALITY GROUP, INC.

September 23, 2015

/s/ Vaughan Dugan

Vaughan Dugan
Chief Executive Officer

PIZZA FUSION HOLDINGS, INC.
INDEX TO FINANCIAL STATEMENTS

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors and Stockholders of Pizza Fusion Holdings, Inc.

We have audited the accompanying consolidated balance sheet of Pizza Fusion Holdings, Inc. as of September 30, 2014 and 2013, and the related consolidated statements of income, stockholders' equity, and cash flows for the years ended September 30, 2014 and 2013. Pizza Fusion Holdings, Inc.'s management is responsible for these consolidated financial statements. Our responsibility is to express an opinion on these consolidated financial statements based on our audit.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. The company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. Our audit included consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the company's internal control over financial reporting. Accordingly, we express no such opinion. An audit also includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, based upon our audit and the report of the other independent auditors, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Pizza Fusion Holdings, Inc. as of September 30, 2014 and 2013 and the results of its operations and its cash flows for the years ended September 30, 2014 and 2013 in conformity with accounting principles generally accepted in the United States of America.

The accompanying financial statements have been prepared assuming that the entity will continue as a going concern. As discussed in Note 3 to the financial statements, the entity has suffered recurring losses from operations and has a net capital deficiency that raises substantial doubt about its ability to continue as a going concern. Management's plans in regard to these matters are also described in Note 3. The financial statements do not include any adjustments that might result from the outcome of this uncertainty.

/s/ KLJ & Associates, LLP

KLJ & Associates, LLP
St. Louis Park, MN
September 21, 2015

5201 Eden Avenue
Suite 300
Edina, Minnesota 55436
630.277.2330

PIZZA FUSION HOLDINGS, INC.
Consolidated Balance Sheets

	September 30, 2014	September 30, 2013
CURRENT ASSETS		
Cash	$ 95,797	$ 27,986
Royalties receivable, net	4,880	5,266
Prepaid expenses and other assets	5,103	2,600
Total Current Assets	105,780	35,852
PROPERTY AND EQUIPMENT		
Property and equipment, net	24,188	33,304
Total Property and Equipment	24,188	33,304
OTHER ASSETS		
Intangible assets, net	122,870	128,750
Deposits	4,834	5,235
Total Other Assets	127,704	133,985
TOTAL ASSETS	$ 257,672	$ 203,141
LIABILITIES AND STOCKHOLDERS' (DEFICIT)		
CURRENT LIABILITIES		
Accounts payable and accrued liabilities	$ 781,102	$ 596,682
Stock liability	99,361	-
Deferred income (current portion)	12,895	19,895
Customer deposits (current portion)	-	7,500
Total Current Liabilities	893,358	624,077
LONG-TERM LIABILITIES		
Notes Payable	50,000	-
Deferred income	404,210	412,105
Customer deposits	50,000	50,000
TOTAL LIABILITIES	1,397,568	1,086,182
STOCKHOLDERS' DEFICIT		
Preferred stock, $0.001 par value, authorized 10,000,000 shares; issued and outstanding 0 and 0 shares, respectively	-	-
Common stock, $0.001 par value, authorized 90,000,000 shares; issued and outstanding 11,411,512 and 11,411,512, respectively	11,412	11,412
Additional paid-in capital	9,274,186	9,274,186
Retained deficit	(10,425,494)	(10,168,639)
Total Stockholders' (Deficit)	(1,139,896)	(883,041)
TOTAL LIABILITIES AND STOCKHOLDERS' DEFICIT	$ 257,672	$ 203,141

The accompanying notes are an integral part of these financial statements.

PIZZA FUSION HOLDINGS, INC.
Consolidated Statements of Operations

	Year ended September 30,	
	2014	**2013**
REVENUES		
Franchise fee revenue	$ 15,395	$ 30,000
Royalty revenue	299,543	327,242
Other revenues	-	105,668
Total Revenue	314,938	462,910
OPERATING EXPENSES		
Payroll expense	374,992	2,358,101
General and administrative	180,445	347,443
Depreciation and amortization	16,356	16,566
Total Operating Expenses	571,793	2,722,110
LOSS BEFORE INCOME TAXES	(256,855)	(2,259,200)
INCOME TAX EXPENSE (BENEFIT)	-	-
NET LOSS	$ (256,855)	$ (2,259,200)
PER SHARE DATA:		
BASIC AND DILUTED (LOSS) PER SHARE	$ (0.02)	$ (0.24)
WEIGHTED AVERAGE NUMBER OF SHARES OUTSTANDING – BASIC AND DILUTED	11,411,512	9,498,367

The accompanying notes are an integral part of these financial statements.

PIZZA FUSION HOLDINGS, INC.
Consolidated Statements of Stockholders' (Deficit)

	Preferred Stock		Common Stock		Additional Paid-In	Accumulated	
	Shares	Amount	Shares	Amount	Capital	Deficit	Total
Balance, September 30, 2012	-	-	8,555,374	8,555	7,139,271	(7,909,439)	(761,613)
Value of warrants granted	-	-	-	-	2,071,137	-	2,071,137
Exercise of warrants	-	-	2,856,138	2,857	63,778	-	66,635
Net loss for the year ended September 30, 2013	-	-	-	-	-	(2,259,200)	(2,259,200)
Balance, September 30, 2013	-	$ -	11,411,512	$ 11,412	$9,274,186	$(10,168,639)	$ (883,041)
Net loss for year ended September 30, 2014	-	-	-	-	-	(256,855)	(256,855)
Balance September 30, 2014	-	$ -	11,411,512	$ 11,412	$9,274,186	$(10,425,494)	$(1,139,896)

The accompanying notes are an integral part of these financial statements.

PIZZA FUSION HOLDINGS, INC.
Consolidated Statements of Cash Flows

	Year ended September 30,	
	2014	**2013**
OPERATING ACTIVITIES		
Net loss	$ (256,855)	$ (2,259,200)
Adjustments to reconcile net loss to net cash used in operating activities:		
Depreciation and amortization	16,356	16,566
Fair value of warrants granted	-	2,071,137
Changes in operating assets and liabilities:		
Accounts receivable	386	(86)
Prepaid expenses	(2,503)	-
Deposits	401	-
Accounts payable and accrued liabilities	184,420	69,443
Deferred income and customer deposits	(22,395)	(93,210)
Net cash provided (used) by operating activities	(80,190)	(195,350)
INVESTING ACTIVITIES		
Purchase of fixed assets	(1,360)	-
Net cash provided (used) by investing activities	(1,360)	-
FINANCING ACTIVITIES		
Proceeds from note payable	50,000	-
Stock liability	99,361	-
Advance from marketing fund, net		35,429
Common stock issued for exercise of warrants		66,635
Net cash provided by financing activities	149,361	102,064
NET INCREASE /(DECREASE) IN CASH	67,811	(93,286)
CASH		
Beginning of year	27,986	121,272
End of year	$ 95,797	$ 27,986
Supplemental Cash Flow Disclosures:		
Interest expense	$ -	$ -
Income taxes	$ -	$ -

The accompanying notes are an integral part of these financial statements.

NOTE 1 – NATURE OF ORGANIZATION AND SIGNIFICANT ACCOUNTING POLICIES

Organization and Business Activities

Pizza Fusion Holdings, Inc., (the Company), was incorporated under the laws of the State of Florida on November 6, 2006. The Company franchises restaurants emphasizing the preparation of food with high quality organic and fresh ingredients for pizza and other menu items. The Company has a wholly owned subsidiary PFH1, Inc. which operated its company owned restaurants. No Company-owned restaurants were operated in 2014 or 2013.

Accounting Basis

The basis is accounting principles generally accepted in the United States of America. The Company has adopted a September 30 fiscal year end. The consolidated financial statements present the consolidated operations of the Company and its wholly-owned subsidiary. All significant intercompany transactions and balances have been eliminated.

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 revenues and expenses during the reporting period. Actual results could differ from those estimates.

Cash and Cash Equivalents

For the purpose of the statement of cash flows, the Company considers all highly liquid investments purchased with a maturity of three months or less to be cash equivalents.

Property and Equipment

Property and equipment are stated at cost. Depreciation is computed principally on the straight-line method over the estimated useful lives of the assets. The useful lives of the Company's property and equipment ranges from 5 to 7 years.

Concentrations of Risk

The Company's bank accounts are held by insured institutions. The funds are insured up to $250,000. At September 30, 2014 and 2013, the Company's bank deposits did not exceed the insured amounts.

Accounts Receivable

The Company's accounts receivable are net of the allowance for estimated doubtful accounts of $-0- and $-0- as of September 30, 2014 and 2013, respectively. The allowance for doubtful accounts reflects managements' best estimate of probable losses inherent in the accounts receivable balance.

Impairment of Long-Lived Assets

The Company continually monitors events and changes in circumstances that could indicate carrying amounts of long-lived assets may not be recoverable. When such events or changes in circumstances are present, the Company assesses the recoverability of long-lived assets by determining whether the carrying value of such assets will be recovered through undiscounted expected future cash flows. If the total of the future cash flows is less than the carrying amount of those assets, the Company recognizes an impairment loss based on the excess of the carrying amount over the fair value of the assets. Assets to be disposed of are reported at the lower of the carrying amount or the fair value less costs to sell.

Fair value of financial instruments

The fair value of cash and cash equivalents, royalties receivable, prepaid expenses and other assets, accounts payable and accrued liabilities, deferred income, approximates the carrying amount of these financial instruments due to their short-term nature. The fair value of long-term debt, which approximates its carrying value, is based on current rates at which we could borrow funds with similar remaining maturities.

Advertising Expense

In accordance with ASC 720, the Company expenses all costs of advertising as incurred. During the years ended September 30, 2014 and 2013 the Company incurred $1,325 and $2,238 of advertising costs, respectively.

Stock-based Compensation

The Company follows the provisions of ASC 718 which requires all share-based payments to employees, including grants of employee stock options, to be recognized in the statement of operations based on their fair values. The Company uses the Black-Scholes pricing model for determining the fair value of stock-based compensation.

Income Revenue Recognition

In connection with its franchising operations, the Company receives initial franchise fees, area development fees, franchise deposits and royalties which are based on sales at franchised restaurants.

Franchise fees, which are typically received prior to completion of the revenue of the revenue recognition process, are deferred when received. Such fees are recognized as income when substantially all services to be performed by the Company and conditions related to the sale of the franchise have been performed or satisfied, which generally occurs when the franchised restaurant commences operations.

Development agreements require the developer to open a specified number of restaurants in the development area within a specified time period or the agreements may be cancelled by the Company. Fees from development agreements are deferred when received and recognized as income as restaurants in the development area commence operations on a pro rata basis to the minimum number of restaurants required to be open.

Deferred franchise fees and development fees are classified as current or long term in the financial statements based on the projected opening date of the restaurants. Royalty fees, which are based upon a percentage of franchise sales, are made by the franchisee.

Taxes

The Company provides for income taxes under ASC 740, Accounting for Income Taxes. ASC 740 requires the use of an asset and liability approach in accounting for income taxes. Deferred tax assets and liabilities are recorded based on the differences between the financial statement and tax bases of assets and liabilities and the tax rates in effect when these differences are expected to reverse. ASC 740 requires the reduction of deferred tax assets by a valuation allowance if, based on the weight of available evidence, it is more likely than not that some or all of the deferred tax assets will not be realized.

Research and Development

Research and development costs are charged to operations as they are incurred. Legal fees and other direct costs incurred in obtaining and protecting patents are expensed as incurred. The Company incurred research and development expenses of $559 and $230 during the years ended September 30, 2014 and 2013, respectively.

Recent Accounting Pronouncements

No recent accounting standards or interpretations issued or recently adopted are expected to have a material impact on the Company's financial position, operations or cash flows.

Reclassifications

Certain prior year amounts have been reclassified to conform with current year presentation.

NOTE 2 – STOCKHOLDERS' (DEFICIT)

During the fiscal year ended September 30, 2013, the Company issued 256,138 shares of common stock for cash proceeds of $66,635. The Company also issued 2,600,000 shares of common stock upon the cashless exercise of warrants granted to two officers in June 2013 at $0.001 per share.

NOTE 3 – GOING CONCERN

The Company's consolidated financial statements are prepared using generally accepted accounting principles in the United States of America applicable to a going concern which contemplates the realization of assets and liquidation of liabilities in the normal course of business. The Company has not yet established an ongoing source of revenues sufficient to cover its operating costs which raises substantial doubt regarding its ability to continue as a going concern. The ability of the Company to continue as a going concern is dependent on the Company obtaining adequate capital to fund operating losses until it becomes profitable. If the Company is unable to obtain adequate capital, it could be forced to cease operations.

In order to continue as a going concern, the Company will need, among other things, additional capital resources. Management's plan is to obtain such resources for the Company by obtaining capital from management and significant shareholders sufficient to meet its minimal operating expenses and seeking equity and/or debt financing. However management cannot provide any assurances that the Company will be successful in accomplishing any of its plans.

The ability of the Company to continue as a going concern is dependent upon its ability to successfully accomplish the plans described in the preceding paragraph and eventually secure other sources of financing and attain profitable operations. The accompanying financial statements do not include any adjustments that might be necessary if the Company is unable to continue as a going concern.

NOTE 4 – DEFERRED INCOME AND CUSTOMER DEPOSITS

The Company has received advances from customers seeking to purchase a franchise. The deposits are classified as customer deposits until a franchise agreement is signed. Once a franchise agreement is signed the advances are nonrefundable and reclassified to deferred income. The franchisee has the responsibility to complete the build out of the restaurant within the time designated in the franchise agreement (generally 5 years). Once the restaurant build out is complete and is operational the Company recognizes the franchise fee as revenues. If the franchisee fails to complete the build out within the required period the franchise fee is forfeited and the Company recognizes the fee as income.

NOTE 5 – PROPERTY AND EQUIPMENT

The following is a summary of property and equipment at September 30, 2014 and 2013:

	2014	2013
Equipment	$ 44,932	$ 43,573
Leasehold improvements	10,513	10,513
Furniture and fixtures	37,604	37,604
Gross Property and Equipment	93,049	91,690
Less: Accumulated depreciation	(68,861)	(58,386)
Net Property and Equipment	$ 24,188	$ 33,304

Depreciation expense for the years ended September 30, 2014 and 2013 was $10,476 and $10,686, respectively.

NOTE 6 – INTANGIBLE ASSETS

Intangible assets consist of costs associated with acquiring Pizza Fusion franchise and trademark rights, website development costs and trademark and logo costs. The Company reviews indefinite-lived intangible assets for impairment on an annual basis, or more often if events or changes in circumstances indicate that the carrying amounts of such assets may not be recoverable. Intangibles with indefinite lives are not amortized.

The following is a summary of intangible assets at September 30, 2014 and 2013:

	2014	2013
Franchise and trademark rights	$ 71,949	$ 71,949
Trademark costs	45,429	45,429
Website	43,625	43,625
Gross Intangible Assets	161,003	161,003
Less: Accumulated amortization	(38,133)	(32,253)
Net Intangible Assets	$ 122,870	$ 128,750

Amortization expense for the years ended September 30, 2014 and 2013 was $5,880 and $5,880, respectively.

NOTE 7 – NOTE PAYABLE

On July 10, 2014 the Company issued a note payable with face value $50,000 paying 10% interest annually maturing December 10, 2020. Payments begin January 10, 2015. The principal balance as of September 30, 2014 was $50,000.

NOTE 8 – INCOME TAXES

The Company uses the liability method, where deferred tax assets and liabilities are determined based on the expected future tax consequences of temporary differences between the carrying amounts of assets and liabilities for financial and income tax reporting purposes. The net deferred tax asset generated by the loss carry-forward has been fully reserved.

	September 30, 2014	September 30, 2013
Deferred tax assets:		
NOL carryover	$ 2,927,800	$ 2,753,600
Deferred revenues	165,600	171,500
Accrued payroll	159,500	164,300
Deferred tax liabilities:		
Prepaid commissions	-	-
Accumulated depreciation and amortization	(6,300)	(9,500)
Valuation allowance	(3,246,600)	(3,079,900)
Net deferred tax asset	$ -	$ -

The income tax provision differs from the amount of income tax determined by applying the U.S. federal income tax rate to pretax income from continuing operations for the years ended September 30, 2014 and 2013 due to the following:

	September 30, 2014	September 30, 2013
Book loss	$ (102,000)	$ (896,900)
Meals and entertainment	2,100	1,300
Depreciation and amortization	3,200	3,200
Change in deferred revenues	(5,900)	1,500
Change in accrued payroll	(71,500)	41,200
Change in prepaid commissions	-	-
Common stock issued for services	-	-
Warrant valuation	-	822,200
Valuation allowance	174,100	27,500
	$ -	$ -

The Company has accumulated net operating loss carryovers of approximately $7,374,000 at September 30, 2014 which are available to reduce future taxable income. Due to the change in ownership provisions of the Tax Reform Act of 1986, net operating loss carry forwards for federal income tax reporting purposes may be subject to annual limitations. A change in ownership may limit the utilization of the net operating loss carry forwards in future years. The tax losses begin to expire in 2026.

NOTE 9 – STOCK PURCHASE WARRANTS

During the fiscal year ended September 30, 2013, the Company granted 2,600,000 stock purchase warrants to two executive officers and the officers exercised the warrants through a cashless exercise at $0.001 per share. The warrants were valued using the Black-Scholes model with 31.05% volatility, a risk free interest rate of 2.14% and a 10 year maturity. The Company recorded compensation expense of $2,071,137 during the fiscal year ended September 30, 2013, in connection with these stock purchase warrants.

A summary of the Company's warrant activity during the years ended September 30, 2014 and September 30, 2013 is presented below:

	Number of Warrants	Weighted Average Exercise Price	Average Remaining Contractual Term	Aggregate Intrinsic Value
Balance Outstanding, September 30, 2012	2,977,625	$ 1.41	5.20	4,208,365
Granted	2,600,000	$ 0.001	10.0	
Exercised	(2,856,138)	$ 1.56		
Forfeited	-			
Balance Outstanding, September 30, 2013	2,721,487	$ 1.40		3,800,590
Granted	-	$ -	-	-
Exercised	-	$ -	-	-
Forfeited	-	-	-	-
Balance Outstanding, September 30, 2014	2,721,487	$ 1.40	8.2	3,800,590
Exercisable, September 30, 2014	2,721,487			3,800,590

NOTE 10 – SUBSEQUENT EVENTS

Effective July 1, 2015, the Company merged with PF Hospitality Group, Inc. Under the terms of the merger with PF Hospitality Group, Inc., the Company received 17,117,268 shares of common stock of PF Hospitality Group, Inc. (after giving effect to the reverse stock split) for 100% of the Company's common shares and a warrant to purchase one share of PF Hospitality Group, Inc.'s common stock at $.25 per share for a period of three years. In addition, the Pizza Fusion Holdings, Inc. founders agreed to purchase 21,441,366 shares of the Company's common stock and 1,000,000 shares of the Company's Series A preferred stock at a price of $.0001 per share.

PIZZA FUSION HOLDINGS, INC.
Condensed Consolidated Balance Sheets
(unaudited)

	June 30, 2015	September 30, 2014
CURRENT ASSETS		
Cash	$ 82,199	$ 95,797
Royalties receivable, net	6,088	4,880
Prepaid expenses and other assets	5,103	5,103
Total Current Assets	93,390	105,780
PROPERTY AND EQUIPMENT		
Property and equipment, net	37,245	24,188
Total Property and Equipment	37,245	24,188
OTHER ASSETS		
Intangible assets, net	118,460	122,870
Receivable From Litigation Settlement	35,417	-
Deposits	4,834	4,834
Total Other Assets	158,711	127,704
TOTAL ASSETS	$ 289,346	$ 257,672
LIABILITIES AND STOCKHOLDERS' (DEFICIT)		
CURRENT LIABILITIES		
Accounts payable and accrued liabilities	$ 873,927	$ 781,102
Stock liability	205,861	99,361
Deferred income (current portion)	5,000	12,895
Total Current Liabilities	1,084,788	893,358
Note payable	50,000	50,000
Deferred income	404,210	404,210
Customer deposits	50,000	50,000
TOTAL LIABILITIES	1,588,998	1,397,568
STOCKHOLDERS' DEFICIT		
Preferred stock, $0.001 par value, authorized 10,000,000 shares; Issued and outstanding 0 and 0 shares, respectively	-	-
Common stock, $0.001 par value, authorized 90,000,000 shares; issued and outstanding 11,411,512 and 11,411,512, respectively	11,412	11,412
Additional paid-in capital	9,274,186	9,274,186
Retained deficit	(10,585,250)	(10,425,494)
Total Stockholders' (Deficit)	(1,299,652)	(1,139,896)
TOTAL LIABILITIES AND STOCKHOLDERS' DEFICIT	$ 289,346	$ 257,672

The accompanying notes are an integral part of these financial statements.

PIZZA FUSION HOLDINGS, INC.
Condensed Consolidated Statements of Operations
(unaudited)

	Nine Months Ended June 30,	
	2015	**2014**
REVENUES		
Franchise fee revenue	$ 15,395	$ 15,395
Royalty revenue	153,633	228,528
Litigation Settlement	102,500	-
Other revenues	1,942	-
Total Revenue	273,470	243,923
OPERATING EXPENSES		
Payroll expense	283,809	277,131
General and administrative	137,150	127,293
Depreciation and amortization	12,267	12,267
Total Operating Expenses	433,226	416,691
LOSS BEFORE INCOME TAXES	(159,756)	(172,768)
INCOME TAX EXPENSE (BENEFIT)	-	-
NET LOSS	$ (159,756)	$ (172,768)
PER SHARE DATA:		
BASIC AND DILUTED (LOSS) PER SHARE	$ (0.01)	$ (0.02)
WEIGHTED AVERAGE NUMBER OF SHARES OUTSTANDING – BASIC AND DILUTED	11,411,512	11,411,512

The accompanying notes are an integral part of these financial statements.

PIZZA FUSION HOLDINGS, INC.
Condensed Consolidated Statements of Cash Flows
(unaudited)

	Nine Months Ended June 30,	
	2015	**2014**
OPERATING ACTIVITIES		
Net loss	$ (159,756)	$ (172,768)
Adjustments to reconcile net loss to net cash used in operating activities:		
Depreciation and amortization	12,267	12,267
Changes in operating assets and liabilities:		
Accounts receivable	(1,208)	(7,735)
Litigation receivable	(35,417)	-
Prepaid expenses	-	(2,196)
Accounts payable and accrued liabilities	92,825	180,587
Deferred income and customer deposits	(7,895)	(14,894)
Net cash provided (used) by operating activities	(99,184)	(4,739)
INVESTING ACTIVITIES		
Purchase of fixed assets	(20,914)	(680)
Net cash provided (used) by investing activities	(20,914)	(680)
FINANCING ACTIVITIES		
Stock liability	106,500	-
Net cash provided by financing activities	106,500	-
NET (DECREASE) IN CASH	(13,598)	(5,419)
CASH		
Beginning of period	95,797	27,986
End of period	$ 82,199	$ 22,567
Supplemental Cash Flow Disclosures:		
Interest expense	$ -	$ -
Income taxes	$ -	$ -
Non Cash Investing and Financing Activities	$ -	$ -

The accompanying notes are an integral part of these financial statements.

PIZZA FUSION HOLDINGS, INC.
Notes to Condensed Consolidated Financial Statements
June 30, 2015
(unaudited)

NOTE 1 – NATURE OF ORGANIZATION AND SIGNIFICANT ACCOUNTING POLICIES

Organization and Business Activities

Pizza Fusion Holdings, Inc., (the Company), was incorporated under the laws of the State of Florida on November 6, 2006. The Company franchises restaurants emphasizing the preparation of food with high quality organic and fresh ingredients for pizza and other menu items. The Company has a wholly owned subsidiary PFH1, Inc. which operated its company owned restaurants. No Company-owned restaurants were operated in 2014 or 2015.

Accounting Basis

The basis is accounting principles generally accepted in the United States of America. The Company has adopted a September 30 fiscal year end. The consolidated financial statements present the consolidated operations of the Company and its wholly-owned subsidiary. All significant intercompany transactions and balances have been eliminated.

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 revenues and expenses during the reporting period. Actual results could differ from those estimates.

Cash and Cash Equivalents

For the purpose of the statement of cash flows, the Company considers all highly liquid investments purchased with a maturity of three months or less to be cash equivalents.

Property and Equipment

Property and equipment are stated at cost. Depreciation is computed principally on the straight-line method over the estimated useful lives of the assets. The useful lives of the Company's property and equipment ranges from 5 to 7 years.

Concentrations of Risk

The Company's bank accounts are held by insured institutions. The funds are insured up to $250,000. At June 30, 2015 and September 30, 2014, the Company's bank deposits did not exceed the insured amounts.

Accounts Receivable

The Company's accounts receivable are net of the allowance for estimated doubtful accounts of $-0- and $-0- as of June 30, 2015 and September 30, 2014, respectively. The allowance for doubtful accounts reflects managements' best estimate of probable losses inherent in the accounts receivable balance.

Impairment of Long-Lived Assets

The Company continually monitors events and changes in circumstances that could indicate carrying amounts of long-lived assets may not be recoverable. When such events or changes in circumstances are present, the Company assesses the recoverability of long-lived assets by determining whether the carrying value of such assets will be recovered through undiscounted expected future cash flows. If the total of the future cash flows is less than the carrying amount of those assets, the Company recognizes an impairment loss based on the excess of the carrying amount over the fair value of the assets. Assets to be disposed of are reported at the lower of the carrying amount or the fair value less costs to sell.

Advertising Expense

In accordance with ASC 720, the Company expenses all costs of advertising as incurred. During the nine months ended June 30, 2015 and 2014 the Company incurred $249 and $1,071 of advertising costs, respectively.

Stock-based Compensation

The Company follows the provisions of ASC 718 which requires all share-based payments to employees, including grants of employee stock options, to be recognized in the statement of operations based on their fair values. The Company uses the Black-Scholes pricing model for determining the fair value of stock-based compensation.

Income Revenue Recognition

In connection with its franchising operations, the Company receives initial franchise fees, area development fees, franchise deposits and royalties which are based on sales at franchised restaurants.

Franchise fees, which are typically received prior to completion of the revenue of the revenue recognition process, are deferred when received. Such fees are recognized as income when substantially all services to be performed by the Company and conditions related to the sale of the franchise have been performed or satisfied, which generally occurs when the franchised restaurant commences operations.

Development agreements require the developer to open a specified number of restaurants in the development area within a specified time period or the agreements may be cancelled by the Company. Fees from development agreements are deferred when received and recognized as income as restaurants in the development area commence operations on a pro rata basis to the minimum number of restaurants required to be open.

Deferred franchise fees and development fees are classified as current or long term in the financial statements based on the projected opening date of the restaurants. Royalty fees, which are based upon a percentage of franchise sales, are made by the franchisee.

Taxes

The Company provides for income taxes under ASC 740, Accounting for Income Taxes. ASC 740 requires the use of an asset and liability approach in accounting for income taxes. Deferred tax assets and liabilities are recorded based on the differences between the financial statement and tax bases of assets and liabilities and the tax rates in effect when these differences are expected to reverse. ASC 740 requires the reduction of deferred tax assets by a valuation allowance if, based on the weight of available evidence, it is more likely than not that some or all of the deferred tax assets will not be realized.

Research and Development

Research and development costs are charged to operations as they are incurred. Legal fees and other direct costs incurred in obtaining and protecting patents are expensed as incurred. The Company incurred research and development expenses of $272 and $550 during the nine months ended June 30, 2015 and 2014, respectively.

Recent Accounting Pronouncements

No recent accounting standards or interpretations issued or recently adopted are expected to have a material impact on the Company's financial position, operations or cash flows.

Reclassifications

Certain prior year amounts have been reclassified to conform with current year presentation.

NOTE 2 – GOING CONCERN

The Company's consolidated financial statements are prepared using generally accepted accounting principles in the United States of America applicable to a going concern which contemplates the realization of assets and liquidation of liabilities in the normal course of business. The Company has not yet established an ongoing source of revenues sufficient to cover its operating costs which raises substantial doubt regarding its ability to continue as a going concern. The ability of the Company to continue as a going concern is dependent on the Company obtaining adequate capital to fund operating losses until it becomes profitable. If the Company is unable to obtain adequate capital, it could be forced to cease operations.

In order to continue as a going concern, the Company will need, among other things, additional capital resources. Management's plan is to obtain such resources for the Company by obtaining capital from management and significant shareholders sufficient to meet its minimal operating expenses and seeking equity and/or debt financing. However management cannot provide any assurances that the Company will be successful in accomplishing any of its plans.

The ability of the Company to continue as a going concern is dependent upon its ability to successfully accomplish the plans described in the preceding paragraph and eventually secure other sources of financing and attain profitable operations. The accompanying financial statements do not include any adjustments that might be necessary if the Company is unable to continue as a going concern.

NOTE 3 – DEFERRED INCOME AND CUSTOMER DEPOSITS

The Company has received advances from customers seeking to purchase a franchise. The deposits are classified as customer deposits until a franchise agreement is signed. Once a franchise agreement is signed the advances are nonrefundable and reclassified to deferred income. The franchisee has the responsibility to complete the build out of the restaurant within the time designated in the franchise agreement (generally 5 years). Once the restaurant build out is complete and is operational the Company recognizes the franchise fee as revenues. If the franchisee fails to complete the build out within the required period the franchise fee is forfeited and the Company recognizes the fee as income.

NOTE 4 – PROPERTY AND EQUIPMENT

The following is a summary of property and equipment at June 30, 2015 and September 30, 2014:

	June 30, 2015	September 30, 2014
Development in Progress	$ 18,150	$ -
Equipment	47,697	44,932
Leasehold improvements	10,513	10,513
Furniture and fixtures	37,604	37,604
Gross Property and Equipment	113,964	93,050
Less: Accumulated depreciation	(76,719)	(68,862)
Net Property and Equipment	$ 37,245	$ 24,188

Depreciation expense for the nine months ended June 31, 2015 and 2014 was $7,857 and $7,857, respectively.

NOTE 5 – INTANGIBLE ASSETS

Intangible assets consist of costs associated with acquiring Pizza Fusion franchise and trademark rights, website development costs and trademark and logo costs. The Company reviews indefinite-lived intangible assets for impairment on an annual basis, or more often if events or changes in circumstances indicate that the carrying amounts of such assets may not be recoverable. Intangibles with indefinite lives are not amortized.

The following is a summary of intangible assets at June 30, 2015 and September 30, 2014:

	June 30, 2015	September 30, 2014
Franchise and trademark rights	$ 71,949	$ 71,949
Trademark costs	45,429	45,429
Website	43,625	43,625
Gross Intangible Assets	161,003	161,003
Less: Accumulated amortization	(42,543)	(38,133)
Net Intangible Assets	$ 118,460	$ 122,870

Amortization expense for the nine months ended June 30, 2015 and 2014 was $4,410 and $4,410, respectively.

NOTE 6 – STOCK PURCHASE WARRANTS

A summary of the Company's warrant activity during the years ended September 30, 2014 and September 30, 2013 is presented below:

	Number of Warrants	Weighted Average Exercise Price	Average Remaining Contractual Term	Aggregate Intrinsic Value
Balance Outstanding, September 30, 2013	2,721,487	$ 1.40	7.6	3,800,590
Granted	-	$ -	-	-
Exercised	-	$ -	-	-
Forfeited	-	-	-	-
Balance Outstanding, June 30, 2015	2,721,487	$ 1.40	7.6	3,800,590
Exercisable, June 30, 2015	2,721,487			3,800,590

NOTE 7 – MERGER

On June 22, 2015, Pizza Fusion's shareholders approved a merger of the Company with Kalahari Greentech, Inc., a Nevada corporation ("**Kalahari**"). At such time and pursuant to the terms of the Merger Agreement, the Company became a wholly owned subsidiary of Kalahari and Kalahari subsequently changed its name to PF Hospitality Group, Inc.

NOTE 8 – SUBSEQUENT EVENTS

Effective July 1, 2015, the Company merged with PF Hospitality Group, Inc. Under the terms of the merger with PF Hospitality Group, Inc., the Company received 17,117,268 shares of common stock of PF Hospitality Group, Inc. (after giving effect to the reverse stock split) for 100% of the Company's common shares and a warrant to purchase one share of PF Hospitality Group, Inc.'s common stock at $.25 per share for a period of three years. In addition, the Pizza Fusion Holdings, Inc. founders agreed to purchase 21,441,366 shares of the Company's common stock and 1,000,000 shares of the Company's Series A preferred stock at a price of $.0001 per share.

PF HOSPITALITY GROUP, INC.
INDEX TO FINANCIAL STATEMENTS

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors and
Stockholders PF Hospitality Group, Inc.

We have audited the accompanying balance sheets of PF Hospitality Group, Inc.(f/k/a Kalahaari Greentech, Inc) (the "Company") as of September 30, 2014 and 2013 and the related statements of operations, stockholders' equity (deficit) , and cash flows for the years ended. PF Hospitality Group, Inc.'s management is responsible for these financial statements. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. The company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. Our audit included consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the company's internal control over financial reporting. Accordingly, we express no such opinion. An audit also includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of PF Hospitality Group, Inc.as of September 30, 2014 and 2013, and the results of its operations and its cash flows for years ended, in conformity with accounting principles generally accepted in the United States of America.

The accompanying consolidated financial statements have been prepared assuming that the Company will continue as a going concern. As discussed in Note 1 to the financial statements, The Company has suffered net losses and has had negative cash flows from operating activities during the years ended September 30, 2014 and 2013. These matters raise substantial doubt about the Company's ability to continue as a going concern. Management's plans concerning these matters are also described in Note 1. The financial statements do not include any adjustments to the recoverability and classification of asset carrying amounts or the amount and classification of liabilities that might result should the Company be unable to continue as a going concern.

/s/ KLJ & Associates, LLP

KLJ & Associates, LLP
Edina, MN
September 22, 2015

PF HOSPITALITY GROUP, INC.
(f/k/a Kalahari Greentech, Inc.)
BALANCE SHEETS
September 30, 2014 and 2013

	September 30, 2014	September 30, 2013
ASSETS		
Current assets:		
Cash	$ -	$ 9
Total current assets	-	9
Property and equipment, net	-	-
Other assets:		
Investment in subsidiary	-	49,000
Total other assets	-	49,000
Total assets	$ -	$ 49,009
LIABILITIES AND STOCKHOLDERS' DEFICIT		
Current liabilities:		
Accounts payable and accrued liabilities	$ 14,120	$ 117,287
Related party advances	-	25,679
Note payable	-	-
Convertible notes, net of $0 and $8,194 unamortized debt discount	65,600	55,406
Total current liabilities	79,720	198,372
Stockholders' deficit		
Preferred stock, par value $0.001, 5,000,000 shared authorized, none issued and outstanding	-	-
Common stock, par value $0.001, 2,000,000 shares authorized; 199,602,200 and 195,402,200 shares issued and outstanding as of September 30, 2014 and 2013, respectively	199,602	195,402
Additional paid in capital	8,940,275	8,760,671
Accumulated deficit	(9,219,597)	(9,105,436)
Total stockholders' deficit	(79,720)	(149,363)
Total liabilities and stockholders' deficit	$ -	$ 49,009

The accompanying notes are an integral part of these financial statements.

PF HOSPITALITY GROUP, INC.
(f/k/a Kalahari Greentech, Inc.)

	Year ended September 30,	
	2014	**2013**
REVENUE:		
Sales	$ -	$ 15,295
Cost of sales	-	8,724
Gross profit	-	6,571
OPERATING EXPENSES:		
Selling, general and administrative	43,636	86,955
Depreciation and amortization	-	161,076
Impairment of intellectual property	49,000	2,845,656
Total operating expenses	92,636	3,093,687
Net loss from operations	(92,636)	(3,087,116)
Other income (expense):		
Interest expense	(21,524)	(56,711)
Net loss before income taxes	(114,160)	(3,143,827)
Provision of income taxes	-	-
NET LOSS	$ (114,160)	$ (3,143,827)
Loss per common share, basic and diluted	$ (0.00)	$ (0.02)
Weighted average number of common shares, basic and diluted	205,014,392	195,402,200

The accompanying notes are an integral part of these financial statements.

PF HOSPITALITY GROUP, INC.
(f/k/a Kalahari Greentech, Inc.)
STATEMENT OF STOCKHOLDERS' EQUITY (DEFICIT)

	Preferred stock		Common stock		Additional Paid-In	Accumulated	
	Shares	Amount	Shares	Amount	Capital	Deficit	Total
Balance, September 30, 2012	-	$ -	195,402,200	$ 195,402	$8,778,488	$ (5,961,610)	$ 3,012,280
Shares surrendered in reversal of asset purchase	-	-	(100,000,000)	(100,000)	10,623	-	(89,377)
Shares issued for services at $0.0001 per share	-	-	100,000,000	100,000	(90,000)	-	10,000
Beneficial conversion feature	-	-	-	-	61,560	-	61,560
Net loss	-	-	-	-	-	(3,143,827)	(3,143,827)
Balance, September 30, 2013	-	-	195,402,200	195,402	8,760,671	(9,105,437)	(149,364)
Shares issued to acquire mining leases	-	-	18,075,000	18,075	-	-	18,075
Shares returned and cancelled	-	-	(13,875,000)	(13,875)	13,875	-	-
Donated capital	-	-	-	-	163,729	-	163,729
Beneficial conversion feature	-	-	-	-	2,000	-	2,000
Net loss	-	-	-	-	-	(114,160)	(114,160)
Balance, September 30, 2014	-	$ -	199,602,200	$ 199,602	$8,940,275	$ (9,219,597)	$ (79,720)

The accompanying notes are an integral part of these financial statements.

PF HOSPITALITY GROUP, INC.
(f/k/a Kalahari Greentech, Inc.)

	Year ended September 30,	
	2014	**2013**
OPERATING ACTIVITIES:		
Net loss	$ (114,160)	$ (3,143,827)
Adjustments to reconcile net loss to net cash used in operating activities:		
Depreciation and amortization	-	161,076
Amortization of debt discounts in connection with convertible notes	10,194	53,366
Impairment of intellectual property	49,000	2,845,656
Common stock issued for services rendered	-	10,000
Common stock issued to acquire mine leases	18,075	-
Expenses paid on Company's behalf by related partiess	23,553	-
Changes in operating assets and liabilities:		
Accounts payable and accrued expenses	11,329	48,434
Net cash used in operating activities	(2,009)	(25,295)
INVESTING ACTIVITIES:		
Investment in subsidiary	-	(49,000)
Net cash used in investing activities	-	(49,000)
FINANCING ACTIVITIES:		
Proceeds from related party advances	-	2,400
Proceeds from issuance of convertible notes payable	2,000	63,600
Net cash provided by financing activities	2,000	66,000
Net (decrease) increase in cash and cash equivalents	(9)	(8,295)
Cash and cash equivalents, beginning of the period	9	8,304
Cash and cash equivalents, end of period	$ -	$ 9
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION:		
Interest paid	$ -	$ -
Taxes paid	$ -	$ -
Non-cash investing and financing activities:		
Common stock issued to acquire goodwill	$ -	$ (89,425)
Common stock returned for goodwill cancellation	$ 89,425	$ -
Beneficial conversion feature	$ 2,000	$ 61,560
Forgiveness of debt related party	163,729	

The accompanying notes are an integral part of these financial statements.

PF HOSPITALITY GROUP, INC.
(f/k/a Kalahari Greentech, Inc.)
Notes to Financial Statements
September 30, 2014

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

A summary of the significant accounting policies applied in the preparation of the accompanying unaudited condensed consolidated financial statements follows.

Business and Basis of Presentation

Kalahari Greentech, Inc. (the "Company," "we," "our," "us"), was incorporated in the State of Nevada on April 5, 2005. On October 26, 2007, the Company merged with NextGen Bioscience, Inc., a company incorporated under the laws of the State of Nevada, changing its name to Kalahari Greentech, Inc ("Kalahari Greentech, Inc.-Subsidiary").

For accounting purposes, Kalahari Greentech, Inc. - Subsidiary was the surviving entity. The transaction was accounted for as a recapitalization of Kalahari Greentech, Inc. - Subsidiary pursuant to which Kalahari Greentech, Inc. - Subsidiary was treated as the surviving and continuing entity although the Company is the legal acquirer rather than a reverse acquisition. Accordingly, the Company's historical financial statements are those of Kalahari Greentech, Inc - Subsidiary immediately following the consummation of the reverse merger. Also, going forward the business operations of Kalahari Greentech, Inc. - Subsidiary will become the Company's principal business operations.

The Company is engaged in on developing, constructing and operating wind and solar energy projects, either on its own or in partnership with other energy companies. The Company designs, produces and provides wind turbines, solar collectors and other sustainable energy technologies. The Company focuses to seek out opportunities to utilize its technology to develop renewable energy sources. It is developing the first series of prototypes of the Tri-Brid power solution.

Going Concern

The accompanying financial statements have been prepared in conformity with accounting principles generally accepted in the United States of America, which contemplate continuation of the Company as a going concern. However, the Company has reported net losses of $114,160 and $3,143,827 for the years ended September 30, 2014 and 2013, respectively, accumulated deficit of $9,219,597 and $9,105,436.

The Company has no revenue from operations and will be dependent on funds raise to satisfy its ongoing capital requirements for at least the next 12 months. The Company will require additional financing in order to execute its operating plan and continue as a going concern. The Company cannot predict whether this additional financing will be in the form of equity or debt, or be in another form. The Company may not be able to obtain the necessary additional capital on a timely basis, on acceptable terms, or at all.

In any of these events, the Company may be unable to implement its current plans for expansion or respond to competitive pressures, any of these circumstances would have a material adverse effect on its business, prospects, financial condition and results of operations.

Revenue Recognition

The Company recognizes revenue on four basic criteria that must be met before revenue can be recognized: (1) persuasive evidence of an arrangement exists; (2) delivery has occurred or services have been rendered; (3) the fee is fixed or determinable; and (4) collectability is reasonably assured. Determination of criteria (3) and (4) are based on management's judgments regarding the fixed nature of the fee charged for services rendered and products delivered and the collectability of those fees. Revenue is generally recognized upon shipment.

Costs of revenue

Cost of revenue includes raw materials, component parts, and shipping supplies. Shipping and handling costs are not a significant portion of the cost of revenue.

Use of Estimates

The preparation of consolidated 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.

Cash and Cash Equivalents

For purposes of the statements of cash flows, cash includes demand deposits, saving accounts and money market accounts. The Company considers all highly liquid debt instruments with maturities of three months or less when purchased to be cash equivalents.

Fair Value of Financial Instruments

Our short-term financial instruments, including cash, other assets and accounts payable and accrued expenses consist primarily of instruments without extended maturities, the fair value of which, based on management's estimates, reasonably approximate their book value. The fair value of our notes and advances payable is based on management estimates and reasonably approximates their book value based on their current maturity.

Property and Equipment

Property and equipment are stated at cost. When retired or otherwise disposed, the related carrying value and accumulated depreciation are removed from the respective accounts and the net difference less any amount realized from disposition, is reflected in earnings. For financial statement purposes, property and equipment are recorded at cost and depreciated using the straight-line method over their estimated useful lives of three to five years.

Impairment of long lived assets

The Company has adopted Accounting Standards Codification subtopic 360-10, Property, Plant and Equipment ("ASC 360-10"). ASC 360-10 requires that long-lived assets and certain identifiable intangibles held and used by the Company be reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. Events relating to recoverability may include significant unfavorable changes in business conditions, recurring losses, or a forecasted inability to achieve break-even operating results over an extended period.

The Company evaluates the recoverability of long-lived assets based upon forecasted undiscounted cash flows. Should impairment in value be indicated, the carrying value of intangible assets will be adjusted, based on estimates of future discounted cash flows resulting from the use and ultimate disposition of the asset. ASC 360-10 also requires assets to be disposed of is reported at the lower of the carrying amount or the fair value less costs to sell.

During the fiscal year ended September 30, 2013, the Company management performed an evaluation of its intellectual property for purposes of determining the implied fair value of the asset at September 30, 2013. The test indicated that the recorded remaining book value exceeded its fair value for the fiscal year ended September 30, 2013. As a result, upon completion of the assessment, management recorded a non-cash impairment charge of $2,845,656, net of tax to reduce the carrying value of the intellectual property to $-0-.

On March 12, 2013 the Company entered into a binding Letter of Intent ("LOI") with Honeymark International, LLC (hereinafter "HI") to acquire an initial twenty-five percent (25%) of the total Membership Ownership Interest of HI including certain exclusive rights. The LOI includes an option allowing the Company to purchase the additional 75% of HI. At September 30, 2014, the Company management determined that Membership Ownership Interest was of no value at September 30, 2014. As a result, upon completion of the assessment, management recorded a non-cash impairment charge of $49,000, net of tax to reduce the carrying value of the investment to $-0-.

These impairment charges is reflected as part of the loss from operations in the accompanying financial statements. Considerable management judgment is necessary to estimate the fair value. Accordingly, actual results could vary significantly from management's estimates.

Net loss per Common Share

The Company computes net loss per share under Accounting Standards Codification subtopic 260-10, Earnings Per Share ("ASC 260-10"). Basic net loss per common share is computed by dividing net loss by the weighted average number of shares of common stock. Diluted net loss per share is computed using the weighted average number of common and common stock equivalent shares outstanding during the period. There is no effect on diluted loss per share since the common stock equivalents are anti-dilutive for the years ended September 30, 2014 and 2013. Dilutive common stock equivalents consist of shares issuable upon conversion of convertible notes. Fully diluted shares for the fiscal year ended September 30, 2014 and 2013 were 365,114,392 and 335,502,200, respectively.

Income Taxes

The Company has adopted Accounting Standards Codification subtopic 740-10, Income Taxes ("ASC 740-10") which requires the recognition of deferred tax liabilities and assets for the expected future tax consequences of events that have been included in the financial statement or tax returns. Under this method, deferred tax liabilities and assets are determined based on the difference between financial statements and tax basis of assets and liabilities using enacted tax rates in effect for the year in which the differences are expected to reverse. Temporary differences between taxable income reported for financial reporting purposes and income tax purposes consist primarily of derivative liability and stock compensation accounting versus basis differences.

Research and Development

The Company accounts for research and development costs in accordance with the Accounting Standards Codification subtopic 730-10, Research and Development ("ASC 730-10"). Under ASC 730-10, all research and development costs must be charged to expense as incurred. Accordingly, internal research and development costs are expensed as incurred. Third-party research and developments costs are expensed when the contracted work has been performed or as milestone results have been achieved. Company-sponsored research and development costs related to both present and future products are expensed in the period incurred. For the years ended September 30, 2014 and 2013, the Company's expenditures on research and product development were immaterial.

Share-Based Compensation

The Company follows the fair value recognition provisions of Accounting Standards Codification subtopic 718-10, Compensation ("ASC 718-10") using the modified-prospective transition method. Share-based compensation issued to employees is measured at the grant date, based on the fair value of the award, and is recognized as an expense over the requisite service period. The Company measures the fair value of the share-based compensation issued to non-employees using the stock price observed in the arms-length private placement transaction nearest the measurement date (for stock transactions) or the fair value of the award (for non-stock transactions), which were considered to be more reliably determinable measures of fair value than the value of the services being rendered. The measurement date is the earlier of (1) the date at which commitment for performance by the counterparty to earn the equity instruments is reached, or (2) the date at which the counterparty's performance is complete.

Recent Accounting Pronouncements

In August, 2014, the FASB issued ASU No. 2014-15, Presentation of Financial Statements – Going Concern (Subtopic 205-40): Disclosure of Uncertainties About an Entities Ability to Continue as a Going Concern. The standard is intended to define management's responsibility to decide whether there is substantial doubt about an organization's ability to continue as a going concern and to provide related footnote disclosures. The standard requires management to decide whether there are conditions or events that raise substantial doubt about the entity's ability to continue as a going concern within one year after the date that the financial statements are issued. The standard provides guidance to an organization's management, with principles and definitions that are intended to reduce diversity in the timing and content of disclosures that are commonly provided by organizations in the footnotes. The standard becomes effective in the annual period ending after December 15, 2016, with early application permitted. The adoption of this pronouncement is not expected to have a material impact on the consolidated financial statements. Management's evaluations regarding the events and conditions that raise substantial doubt regarding the Company's ability to continue as a going concern have been disclosed above.

There are other various updates recently issued, most of which represented technical corrections to the accounting literature or application to specific industries and are not expected to a have a material impact on the Company's financial position, results of operations or cash flows.

NOTE 2 – ASSET PURCHASE OF "AGT"

In January, 2012 The Company entered into an asset purchase agreement with AGT American Silver and Gold, LLC ("AGT"), a limited liability company incorporated under the laws of Texas, where the Company would purchase 100% of the rights, titles and interests of AGT for 100,000,000 shares of the Company's restricted common stock. As a result of this agreement, the following assets were consolidated into the Company's Balance Sheet as of March 31, 2012:

Assets:	
Cash	$ 10,576
Goodwill	$ 89,424

As a condition of this agreement, the Company also acquired rights to all of AGT's sales and operations. As a result, the following sales were consolidated into the Statement of Operations for the during the fiscal year ended September 30, 2012:

Revenues:	
January 13 – 31	$ 28,761
February	$ 68,385
March	$ 13,641

In January of 2013 this agreement was rescinded resulting in the cancellation of the 100,000,000 common shares issued in January of 2012 and the removal of $89,424 of Goodwill. The financial operations of AGT through January 17, 2013 are included in the Statement of Operations as presented for the fiscal year ended September 30, 2013 The 100,000,000 shares were directly transferred to the new President and CEO of the Company on January 17, 2013 (see Note 5).

NOTE 3 – CONVERTIBLE NOTES PAYABLE

On March 19, 2013 the Company entered into a promissory note with a non-related party for $8,500 in cash. The note is unsecured, interest bearing at 10% per annum, and matured on September 19, 2013. From note inception through September 30, 2014 the Company accrued and expensed $2,005 in interest on this note. The note is also convertible at the option of the Company at a fixed price of $0.0001 per share. Accordingly, a beneficial conversion feature of $8,500 has been recorded on this note of which $8,500 was amortized and expensed as interest expense during the fiscal year ended September 30, 2013. Upon default of this note, the interest rate increased to 18% on all unpaid principal and interest outstanding at the date of default. The note currently is in default.

On March 26, 2013 the Company entered into a promissory note with a non-related party for $10,000 in cash. The note is unsecured, interest bearing at 10% per annum, and matured on September 19, 2013. From note inception through September 30, 2014 the Company accrued and expensed $2,339 in interest on this note. The note is also convertible at the option of the Company at a fixed price of $0.001 per share. Accordingly, a beneficial conversion feature of $10,000 has been recorded on this note of which $10,000 was amortized and expensed as interest expense during the fiscal year ended September 30, 2013. Upon default of this note, the interest rate increased to 18% on all unpaid principal and interest outstanding at the date of default. The note currently is in default.

On April 3, 2013 the Company entered into a promissory note with a non-related party for $15,000 in cash. The note is unsecured, interest bearing at 10% per annum, and matured on October 3, 2013. From note inception through September 30, 2014 the Company accrued and expensed $3,430 in interest on this note. The note is also convertible at the option of the Company at a fixed price of $0.001 per share. Accordingly, a beneficial conversion feature of $15,000 has been recorded on this note of which $246 and $14,754 was amortized and expensed as interest expense during the years ended September 30, 2014 and 2013, respectively. Upon default of this note, the interest rate increased to 18% on all unpaid principal and interest outstanding at the date of default. The note currently is in default.

On May 10, 2013 the Company entered into a promissory note with a non-related party for $25,000 in cash. The note is unsecured, interest bearing at 10% per annum, and matures on November 10, 2013. From note inception through September 30, 2014 the Company accrued and expensed $5,254 in interest on this note. The note is also convertible at the option of the Company at a fixed price of $0.001 per share. Accordingly, a beneficial conversion feature of $25,000 has been recorded on this note of which $5,570 and $19,430 was amortized and expensed as interest expense during the years ended September 30, 2014 and 2013, respectively. Upon default of this note, the interest rate increased to 18% on all unpaid principal and interest outstanding at the date of default. The note currently is in default.

On August 20, 2013 the Company entered into a promissory note with a non-related party for $5,100 in cash. The note is unsecured, interest bearing at 10% per annum, and matures on February 20, 2014. From note inception through September 30, 2014 the Company accrued and expensed $815 in interest on this note. The note is also convertible at the option of the Company at a fixed price of $0.001 per share. Accordingly, a beneficial conversion feature of $3,060 has been recorded on this note of which $2,378 and $682 was amortized and expensed as interest expense during the years ended September 30, 2014 and 2013, respectively. Upon default of this note, the interest rate increased to 18% on all unpaid principal and interest outstanding at the date of default. The note currently is in default.

On October 4, 2013 the Company entered into a promissory note with a non-related party for $2,000 in cash. The note is unsecured, interest bearing at 10% per annum, and matures on April 4, 2014. From note inception through September 30, 2014, the Company accrued and expensed $276 in interest on this note. The note is also convertible at the option of the Company at a fixed price of $0.0001 per share. Accordingly, a beneficial conversion feature of $2,000 has been recorded on this note of which $2,000 was amortized and expensed as interest expense during the fiscal year ended September 30, 2014. Upon default of this note, the interest rate increased to 18% on all unpaid principal and interest outstanding at the date of default. The note currently is in default.

NOTE 4 – EQUITY

The Company has authorized 2,000,000,000 shares of common stock with a par value of $0.001 and 5,000,000 shares of $0.001 par value preferred stock.

Preferred stock

The holders of shares of Series A Preferred Stock are not entitled to dividends or distributions. The holders of shares of Series A Preferred Stock have the following voting rights:

- Each share of Series A Preferred Stock entitles the holder to 125 votes on all matters submitted to a vote of the Company's stockholders.

- Except as otherwise provided in the Certificate of Designation, the holders of Series B preferred stock, the holders of Company common stock and the holders of shares of any other Company capital stock having general voting rights and shall vote together as one class on all matters submitted to a vote of the Company's stockholders.

The holders of the Series A Preferred Stock shall not have any conversion rights.

None of the authorized shares of preferred stock have been issued as of the date of this report.

Common stock:

On January 17, 2013 the former President and CEO Eric Mastrie resigned and the aforementioned AGT asset purchase agreement was rescinded. Accordingly, the original 100,000,000 shares were canceled and all assets returned to AGT from the Company.

On January 17, 2013 the Company engaged David Kugelman as its new President and CEO and reissued the 100,000,000 shares to Mr. Kugelman as compensation valued at $0.0001 per share or $10,000.

On October 29, 2013, the Company issued an aggregate of 18,075,000 shares of common stock in payment of acquired mining leases valued at par of $18,075.

On November 1, 2013, common shares in aggregate of 7,000,000 previously issued for services rendered were returned and cancelled.

On August 27, 2014, common shares in aggregate of 6,875,000 previously issued to purchase the New Light Mine and GB-2 Claims were returned and canceled as part of the rescission of the acquisition contract. The cancelation shares were recorded at net zero value.

NOTE 5 – COMMITMENTS AND CONTINGENCIES

Litigation

From time to time, we may become involved in various lawsuits and legal proceedings which arise in the ordinary course of business. However, litigation is subject to inherent uncertainties, and an adverse result in these or other matters may arise from time to time that may harm our business. We are currently not party to any such legal proceedings that we believe will have, individually or in the aggregate, a material adverse effect on our business, financial condition or operating results.

NOTE 6 – INCOME TAXES

The Company utilizes ASC 740 "Income Taxes", which requires the recognition of deferred tax liabilities and assets for the expected future tax consequences of events that have been included in the consolidated financial statement or tax returns. Under this method, deferred tax liabilities and assets are determined based on the difference between consolidated financial statements and tax bases of assets and liabilities using enacted tax rates in effect for the year in which the differences are expected to reverse.

For the period from April 5, 2005 (date of inception) through September 30, 2014, the Company had available for U.S. federal income tax purposes net operating loss carryovers of approximately $4,500,000, which expiring through the year of 2034. The net operating loss carryovers may be subject to limitations under Internal Revenue Code due to significant changes in the Company's ownership. The Company has provided a full valuation allowance against the full amount of the net operating loss benefit, since, in the opinion of management, based upon the earnings history of the Company it is more likely than not that the benefits will not be realized.

The income tax provision (benefit) for the years ended September 30, 2014 and 2013 consists of the following:

	2014	2013
Federal:		
Current	$ -	$ -
Deferred	4,700	82,250
	4,700	82,250
State and local:		
Current	-	-
Deferred	720	12,700
	720	12,700
Change in valuation allowance	(5,420)	(94,950)
Income tax provision (benefit)	$ -	$ -

The provision for income taxes differ from the amount of income tax determined by applying the applicable U.S. statutory rate to losses before income tax expense for the fiscal year ended September 30, 2014 and 2013 as follows:

	September 30, 2014 and 2013
Statutory federal income tax rate	(35.0)%
Statutory state and local income tax rate (8.25%), net of federal benefit	(5.4)%
Change in valuation allowance	40.4%
Effective tax rate	0.0%

Deferred income taxes result from temporary differences in the recognition of income and expenses for financial reporting purposes and for tax purposes. The tax effect of these temporary differences representing deferred tax asset and liabilities result principally from the following:

	September 30,	
	2014	2013
Deferred tax assets (liabilities):		
Stock based compensation issued and to be issued for services rendered	$ 905,000	$ 905,000
Net operating loss carryforward	900,420	895,000
Less: valuation allowance	(1,805,420)	(1,800,000)
Net deferred tax asset	$ -	$ -

The provisions of ASC 740 require companies to recognize in their financial statements the impact of a tax position if that position is more likely than not to be sustained upon audit, based upon the technical merits of the position. ASC 740 prescribes a recognition threshold and measurement attribute for the financial statement recognition and measurement of a tax position taken or expected to be taken on a tax return. ASC 740 also provides guidance on derecognition, classification, interest and penalties, accounting in interim periods and disclosure.

Management does not believe that the Company has any material uncertain tax positions requiring recognition or measurement in accordance with the provisions of ASC 740. Accordingly, the adoption of these provisions of ASC 740 did not have a material effect on the Company's consolidated financial statements. The Company's policy is to record interest and penalties on uncertain tax positions, if any, as income tax expense.

NOTE 7 – SUBSEQUENT EVENTS

Effective July 1, 2015, the Company merged with Pizza Fusion Holdings, Inc. ("Pizza Fusion"), a franchisor of organic fare pizza restaurants. As a result of the merger, we became a franchisor of pizza restaurants specializing in organic fare free of artificial additives, such as preservatives, growth hormones, pesticides, nitrates and trans fats. Pursuant to the terms of the May 26, 2015 merger agreement, we exchanged 17,117,268 shares of our common stock for 100% of the Pizza Fusion common shares and a warrant to purchase one share of our common stock at $0.25 per share for a period of three years. In addition, Pizza Fusion's founders, Vaughan Dugan and Randy Romano, each purchased 21,441,366 shares of our common stock and 1,000,000 shares of our Series A preferred stock at a price of $.0001 per share. The shares are restricted and subject to the conditions set forth in Rule 144. Holders of convertible debt in the original principal amount of $65,600 agreed to convert such debt into 40,000,000 shares of our common stock as part of the merger. Upon completion of the merger, Vaughan Dugan was appointed as our Chief Executive Officer and Randy Romano was appointed as President. Messrs. Dugan and Romano were also appointed to the Company's board of directors. David Kugelman resigned from his position as Chief Executive Officer and Director.

Under the terms of the securities purchase agreement dated July 27, 2015, the Company issued and sold a $1,333,334 principal amount of convertible debentures due July 27, 2020 for a price of $1,200,000. Proceeds from this debenture will be paid to the company as follows: $140,000 upon signing with the balance payable in five consecutive monthly installments of $212,000 commencing on September 1, 2015. The company agreed to pay interest for the first 12 months at the rate of 10% per annum on the amounts advanced payable in cash in six equal tranches, the first of which is due on date the company closed on the financing and remainder will be due on each of the first five monthly anniversaries of such date.

Under the terms of a Registration Rights Agreement entered into as part of the offering, the company agreed to file a registration statement with the Securities and Exchange Commission within 60 days of the closing date covering the public resale of the shares of common stock underlying the debentures, and to use its best efforts to cause the registration statement to be declared effective within 180 days from the closing date. Should the number of shares of common stock the company is permitted to include in the initial registration statement be limited pursuant to Rule 415 of the Securities Act of 1933, the company further agreed to file additional registration statements with the SEC to register any remaining shares. We will pay all costs associated with the registration statements, other than underwriting commissions and discounts.

The terms of the Securities Purchase Agreement contain certain negative covenants by the company, unless consent of purchasers holding at least 75% of the aggregate principal amount of the outstanding debentures, including prohibitions on: incurrence of certain indebtedness and liens, amendment to our articles of incorporation or bylaws, repayment or repurchase of the company's common stock or debts, sell substantially all of its assets or merger with another entity, pay cash dividends or enter into any related party transactions. We granted investors certain pro-rata rights of first refusal on future offerings by the company for as long as the investor(s) beneficially own any of the debentures.

The debentures are convertible into shares of the company's common stock at a conversion price equal to 65% of the lowest traded price of its common stock for the twenty trading days prior to each conversion date subject to adjustment. The conversion price of the debentures is subject to proportional adjustment in the event of stock splits, stock dividends and similar corporate events. In addition, the conversion price is subject to adjustment if the company issues or sells shares of its common stock for a consideration per share less than the conversion price then in effect, or issue options, warrants or other securities convertible or exchange for shares of its common stock at a conversion or exercise price less than the conversion price of the debentures then in effect. If either of these events should occur, the conversion price is reduced to the lowest price at which these securities were issued or are exercisable. The debentures shares are not convertible to the extent that (a) the number of shares of the company's common stock beneficially owned by the holder and (b) the number of shares of the company's common stock issuable upon the conversion of the debentures or otherwise would result in the beneficial ownership by holder of more than 4.99% of the company's then outstanding common stock. This ownership limitation can be increased or decreased to any percentage not exceeding 9.99% by the holder upon 61 days notice to the company.

On August 25, 2015 the holders of an aggregate of $65,500 of the Company's convertible debt plus accrued interest of $24,763.69 converted the amounts owed them into 40,000,000 shares of the Company's common stock.

PF HOSPITALITY GROUP, INC.
(f.k.a. Kalahari Greentech, Inc.)
CONDENSED BALANCE SHEETS
(unaudited)

	June 30, 2015	September 30, 2014
ASSETS		
Current assets:		
Cash	$ -	$ -
Total current assets	-	-
Total assets	$ -	$ -
LIABILITIES AND STOCKHOLDERS' DEFICIT		
Current liabilities:		
Accounts payable and accrued liabilities	$ 96,259	$ 80,617
Related party advances	96,185	49,232
Note payable	421,498	421,498
Convertible notes	65,600	65,600
Total current liabilities	679,542	616,947
Stockholders' deficit:		
Preferred stock, par value $0.0001, 20,000,000 shares authorized, none issued and outstanding	-	-
Common stock; par value $0.0001, 500,000,000 and 2,000,000,000 shares authorized as of June 30, 2015 and September 30, 2014; 99,802 shares issued and outstanding as of June 30, 2015 and September 30, 2014	100	100
Additional paid in capital	9,024,048	9,024,048
Accumulated deficit	(9,703,690)	(9,641,095)
Total stockholders' deficit	(679,542)	(616,947)
Total liabilities and stockholders' deficit	$ -	$ -

The accompanying notes are an integral part of these financial statements

PF HOSPITALITY GROUP, INC.
(f.k.a. Kalahari Greentech, Inc.)
CONDENSED STATEMENTS OF OPERATIONS
(unaudited)

	Three months ended June 30,		Nine months ended June 30,	
	2015	2014	2015	2014
REVENUE:				
Sales	$ -	$ -	$ -	$ -
Cost of sales	-	-	-	-
Gross profit	-	-	-	-
OPERATING EXPENSES:				
Selling, general and administrative	29,208	18,000	53,763	74,084
Total operating expenses	29,208	18,000	53,763	74,084
Net loss from operations	(29,208)	(18,000)	(53,763)	(74,084)
Other income (expense):				
Interest expense	(2,944)	(2,986)	(8,832)	(18,548)
Net loss before income taxes	(32,152)	(20,986)	(62,595)	(92,632)
Provision of income taxes	-	-	-	-
NET LOSS	(32,152)	(20,986)	(62,595)	(92,632)
Loss per common share, basic and diluted	$ (0.32)	$ (0.21)	$ (0.63)	$ (0.90)
Weighted average number of common shares, basic and diluted	99,802	99,802	99,802	102,508

The accompanying notes are an integral part of these financial statements

PF HOSPITALITY GROUP, INC.
(f.k.a. Kalahari Greentech, Inc.)
CONDENSED STATEMENTS OF CASH FLOWS
(unaudited)

	Nine months ended June 30, 2015	2014
OPERATING ACTIVITIES:		
Net loss	$ (62,595)	$ (92,632)
Adjustments to reconcile net loss to net cash used in operating activities:		
Amortization of debt discounts in connection with convertible notes	-	10,194
Common stock issued to acquire mine leases	-	18,075
Expenses paid on Company's behalf by related parties	46,953	-
Change in operating assets and liabilities:		
Accounts payable and accrued expenses	15,642	62,354
Net cash used in operating activities	-	(2,009)
INVESTING ACTIVITIES:	-	-
FINANCING ACTIVITIES:		
Proceeds from issuance of convertible notes payable	-	2,000
Net cash provided by financing activities	-	2,000
Net (decrease) increase in cash and cash equivalents	-	(9)
Cash and cash equivalents, beginning of the period	-	9
Cash and cash equivalents, end of period	$ -	$ -
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION:		
Interest paid	$ -	$ -
Taxes paid	$ -	$ -
Non-cash investing and financing activities:		
Common stock returned for goodwill cancellation	$ -	$ 89,425
Beneficial conversion feature	$ -	$ 2,000

The accompanying notes are an integral part of these financial statements

PF HOSPITALITY GROUP, INC.
(f/k/a Kalahari Greentech, Inc.)
Notes to unaudited Financial Statements
June 30, 2015

NOTE 1 – SUMMARY OF ACCOUNTING POLICIES

A summary of the significant accounting policies applied in the preparation of the accompanying unaudited condensed consolidated financial statements follows.

Business and Basis of Presentation

PF Hospitality Group, Inc. (the "Company," "we," "our," "us"), was incorporated in the State of Nevada on April 5, 2005. On October 26, 2007, the Company merged with NextGen Bioscience, Inc., a company incorporated under the laws of the State of Nevada, changing its name to Kalahari Greentech, Inc ("Kalahari Greentech, Inc.-Subsidiary") On May 26, 2015, the Company again changed its name to PF Hospitality Group, Inc.

For accounting purposes, PF Hospitality Group, Inc. - Subsidiary was the surviving entity. The transaction was accounted for as a recapitalization of PF Hospitality Group, Inc. - Subsidiary pursuant to which PF Hospitality Group, Inc. - Subsidiary was treated as the surviving and continuing entity although the Company is the legal acquirer rather than a reverse acquisition. Accordingly, the Company's historical financial statements are those of PF Hospitality Group, Inc. - Subsidiary immediately following the consummation of the reverse merger. Also, going forward the business operations of PF Hospitality Group, Inc. - Subsidiary will become the Company's principal business operations.

Interim Financial Statements

The unaudited condensed interim financial statements of the Company have been prepared in accordance with accounting principles generally accepted in the United States ("GAAP") for interim financial information and the instructions to Form 10-Q and Rule 8-03 of Regulation S-X. Accordingly, they do not include all of the information and footnotes required by GAAP for complete financial statements. In the opinion of management, all adjustments (consisting of normal recurring accruals) considered necessary for a fair presentation have been included.

Operating results for the nine months ended June 30, 2015 are not necessarily indicative of results that may be expected for the year ending September 30, 2015. These condensed consolidated financial statements should be read in conjunction with the unaudited financial statements and notes thereto for the fiscal year ended September 30, 2014.

Going Concern

The accompanying unaudited condensed financial statements have been prepared in conformity with accounting principles generally accepted in the United States of America, which contemplate continuation of the Company as a going concern. However, the Company has reported net losses of $62,595 and $92,632 for the nine months ended June 30, 2015 and 2014, respectively, accumulated deficit of $9,703,690 and total current liabilities in excess of current assets of $679,542 as of June 30, 2015.

The Company no revenue from operations and will be dependent on funds raise to satisfy its ongoing capital requirements for at least the next 12 months. The Company will require additional financing in order to execute its operating plan and continue as a going concern. The Company cannot predict whether this additional financing will be in the form of equity or debt, or be in another form. The Company may not be able to obtain the necessary additional capital on a timely basis, on acceptable terms, or at all.

In any of these events, the Company may be unable to implement its current plans for expansion or respond to competitive pressures, any of these circumstances would have a material adverse effect on its business, prospects, financial condition and results of operations.

The unaudited condensed financial statements do not include any adjustments relating to the recoverability of assets and classification of assets and liabilities that might be necessary should the Company be unable to continue as a going concern.

Revenue Recognition

The Company recognizes revenue on four basic criteria that must be met before revenue can be recognized: (1) persuasive evidence of an arrangement exists; (2) delivery has occurred or services have been rendered; (3) the fee is fixed or determinable; and (4) collectability is reasonably assured. Determination of criteria (3) and (4) are based on management's judgments regarding the fixed nature of the fee charged for services rendered and products delivered and the collectability of those fees. Revenue is generally recognized upon shipment.

Costs of revenue

Cost of revenue includes raw materials, component parts, and shipping supplies. Shipping and handling costs are not a significant portion of the cost of revenue.

Use of Estimates

The preparation of consolidated 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.

Cash and Cash Equivalents

For purposes of the statements of cash flows, cash includes demand deposits, saving accounts and money market accounts. The Company considers all highly liquid debt instruments with maturities of three months or less when purchased to be cash equivalents.

Fair Value of Financial Instruments

Our short-term financial instruments, including cash, other assets and accounts payable and accrued expenses consist primarily of instruments without extended maturities, the fair value of which, based on management's estimates, reasonably approximate their book value. The fair value of our notes and advances payable is based on management estimates and reasonably approximates their book value based on their current maturity.

Impairment of long lived assets

The Company has adopted Accounting Standards Codification subtopic 360-10, Property, Plant and Equipment ("ASC 360-10"). ASC 360-10 requires that long-lived assets and certain identifiable intangibles held and used by the Company be reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. Events relating to recoverability may include significant unfavorable changes in business conditions, recurring losses, or a forecasted inability to achieve break-even operating results over an extended period.

The Company evaluates the recoverability of long-lived assets based upon forecasted undiscounted cash flows. Should impairment in value be indicated, the carrying value of intangible assets will be adjusted, based on estimates of future discounted cash flows resulting from the use and ultimate disposition of the asset. ASC 360-10 also requires assets to be disposed of is reported at the lower of the carrying amount or the fair value less costs to sell.

Net loss per Common Share

The Company computes net loss per share under Accounting Standards Codification subtopic 260-10, Earnings Per Share ("ASC 260-10"). Basic net loss per common share is computed by dividing net loss by the weighted average number of shares of common stock. Diluted net loss per share is computed using the weighted average number of common and common stock equivalent shares outstanding during the period. Both of which are adjusted to give effect to the 2,000-for-1 reverse stock split, which was effected on May 26, 2015 (see Note 5). There is no effect on diluted loss per share since the common stock equivalents are anti-dilutive for the three and nine months ended June 30, 2015 and 2014. Dilutive common stock equivalents consist of shares issuable upon conversion of convertible notes. Fully diluted shares for the three months ended June 30, 2015 and 2014 were 179,852 and 183,289, respectively; and 179,852 and 182,739 for the nine months ended June 30, 2015 and 2014, respectively.

Income taxes

Income tax provisions or benefits for interim periods are computed based on the Company's estimated annual effective tax rate. Based on the Company's historical losses and its expectation of continuation of losses for the foreseeable future, the Company has determined that it is more likely than not that deferred tax assets will not be realized and, accordingly, has provided a full valuation allowance. As the Company anticipates or anticipated that its net deferred tax assets at September 30, 2015 and 2014 would be fully offset by a valuation allowance, there is no federal or state income tax benefit for the periods ended June 30, 2015 and 2014 related to losses incurred during such periods.

Research and Development

The Company accounts for research and development costs in accordance with the Accounting Standards Codification subtopic 730-10, Research and Development ("ASC 730-10"). Under ASC 730-10, all research and development costs must be charged to expense as incurred. Accordingly, internal research and development costs are expensed as incurred. Third-party research and developments costs are expensed when the contracted work has been performed or as milestone results have been achieved. Company-sponsored research and development costs related to both present and future products are expensed in the period incurred. For the nine months ended June 30, 2015 and 2014, the Company's expenditures on research and product development were immaterial.

Share-Based Compensation

The Company follows the fair value recognition provisions of Accounting Standards Codification subtopic 718-10, Compensation ("ASC 718-10") using the modified-prospective transition method. Share-based compensation issued to employees is measured at the grant date, based on the fair value of the award, and is recognized as an expense over the requisite service period.

The Company measures the fair value of the share-based compensation issued to non-employees using the stock price observed in the arms-length private placement transaction nearest the measurement date (for stock transactions) or the fair value of the award (for non-stock transactions), which were considered to be more reliably determinable measures of fair value than the value of the services being rendered. The measurement date is the earlier of (1) the date at which commitment for performance by the counterparty to earn the equity instruments is reached, or (2) the date at which the counterparty's performance is complete.

Recent Accounting Pronouncements

In April 2015, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) Number 2015-3 entitled "Simplifying the Presentation of Debt Issuance Costs." The new guidance specifies that debt issuance costs under the new standard are to be netted against the carrying value of the financial liability. Under current guidance, debt issuance costs are recognized as a deferred charge and reported as a separate asset on the balance sheet. The new guidance aligns the treatment of debt issuance costs and debt discounts in that both reduce the carrying value of the liability. It is important to note that neither the recognition nor measurement of debt issuance costs is changed as a result of the ASU. Amortization of debt issuance costs is to be recorded as interest expense on the income statement.

The effective date of the new guidance is for fiscal years beginning after December 15, 2015, for public business entities and interim periods within those fiscal years. Early adoption is permitted for financial statements that have not been issued previously. The Company does not believe the effect of the adoption of this standard to have a material impact on the Company's consolidated financial statements.

There are other various updates recently issued, most of which represented technical corrections to the accounting literature or application to specific industries and are not expected to a have a material impact on the Company's financial position, results of operations or cash flows.

NOTE 3 – NOTE PAYABLE

The note payable was initially recorded as part of a business transaction in 2010 and it is the Company's belief that the debt was cancelled in conjunction with the subsequent cancellation of the business transaction.

There has been no collection or contact by the noteholder since 2010 and the Company has been unable to determine who, in fact, could be the noteholder. As such, the Company is pursuing the write off of the note through legal counsel based on statute of limitation laws of the State of Nevada.

NOTE 4 – CONVERTIBLE NOTES PAYABLE

On March 19, 2013 the Company entered into a promissory note with a non-related party for $8,500 in cash. The note is unsecured, interest bearing at 10% per annum, and matured on September 19, 2013. From note inception through June 30, 2015 the Company accrued and expensed $3,149 in interest on this note. The note is also convertible at the option of the Company at a fixed price of $0.0001 per share. Accordingly, a beneficial conversion feature of $8,500 has been recorded on this note of which $8,500 was amortized and expensed as interest expense during the fiscal year ended September 30, 2013. Upon default of this note, the interest rate increased to 18% on all unpaid principal and interest outstanding at the date of default. The note currently is in default.

On March 26, 2013 the Company entered into a promissory note with a non-related party for $10,000 in cash. The note is unsecured, interest bearing at 10% per annum, and matured on September 19, 2013. From note inception through June 30, 2015 the Company accrued and expensed $3,685 in interest on this note. The note is also convertible at the option of the Company at a fixed price of $0.001 per share. Accordingly, a beneficial conversion feature of $10,000 has been recorded on this note of which $10,000 was amortized and expensed as interest expense during the fiscal year ended September 30, 2013. Upon default of this note, the interest rate increased to 18% on all unpaid principal and interest outstanding at the date of default. The note currently is in default.

On April 3, 2013 the Company entered into a promissory note with a non-related party for $15,000 in cash. The note is unsecured, interest bearing at 10% per annum, and matured on October 3, 2013. From note inception through June 30, 2015 the Company accrued and expensed $5,450 in interest on this note. The note is also convertible at the option of the Company at a fixed price of $0.001 per share. Accordingly, a beneficial conversion feature of $15,000 has been recorded on this note of which $-0- and $246 was amortized and expensed as interest expense during the nine months ended June 30, 2015 and 2014, respectively. Upon default of this note, the interest rate increased to 18% on all unpaid principal and interest outstanding at the date of default. The note currently is in default.

On May 10, 2013 the Company entered into a promissory note with a non-related party for $25,000 in cash. The note is unsecured, interest bearing at 10% per annum, and matures on November 10, 2013. From note inception through March 31, 2015 the Company accrued and expensed $8,620 in interest on this note. The note is also convertible at the option of the Company at a fixed price of $0.001 per share. Accordingly, a beneficial conversion feature of $25,000 has been recorded on this note of which $-0- and $5,570 was amortized and expensed as interest expense during the nine months ended June 30, 2015 and 2014, respectively. Upon default of this note, the interest rate increased to 18% on all unpaid principal and interest outstanding at the date of default. The note currently is in default.

On August 20, 2013 the Company entered into a promissory note with a non-related party for $5,100 in cash. The note is unsecured, interest bearing at 10% per annum, and matures on February 20, 2014. From note inception through March 31, 2015 the Company accrued and expensed $1,502 in interest on this note. The note is also convertible at the option of the Company at a fixed price of $0.001 per share. Accordingly, a beneficial conversion feature of $3,060 has been recorded on this note of which $-0- and $2,378 was amortized and expensed as interest expense during the nine months ended June 30, 2015 and 2014, respectively. Upon default of this note, the interest rate increased to 18% on all unpaid principal and interest outstanding at the date of default. The note currently is in default.

On October 4, 2013 the Company entered into a promissory note with a non-related party for $2,000 in cash. The note is unsecured, interest bearing at 10% per annum, and matures on April 4, 2014. From note inception through March 31, 2015, the Company accrued and expensed $546 in interest on this note. The note is also convertible at the option of the Company at a fixed price of $0.0001 per share. Accordingly, a beneficial conversion feature of $2,000 has been recorded on this note of which $-0- and $2,000 was amortized and expensed as interest expense during the nine months ended June 30, 2015 and 2014, respectively. Upon default of this note, the interest rate increased to 18% on all unpaid principal and interest outstanding at the date of default. The note currently is in default.

On November 11, 2014, all of the notes described above were sold and assigned to third parties.

NOTE 5 – EQUITY

On May 26, 2015, the Company filed an amendment to its Articles of Incorporation and effected a 2,000-for-1 reverse stock split of its issued and outstanding shares of common stock, $0.001 par value, whereby 199,602,200 outstanding shares of the Company's common stock were exchanged for 99,802 shares of the Company's common stock. All per share amounts and number of shares in the consolidated financial statements and related notes have been retroactively restated to reflect the reverse stock split, resulting in the transfer of $199,502 from common stock to additional paid in capital at September 30, 2013. In addition, the Company reduced its authorized shares from 2,000,000,000 to 520,000,000 shares, of which 500,000,000 will be common stock, par value $0.0001 per share and 20,000,000 will be preferred stock, par value $0.0001 per share.

PF HOSPITALITY GROUP, INC.
(f/k/a Kalahari Greentech, Inc.)
Notes to Unaudited Financial Statements
June 30, 2015

NOTE 6 – SUBSEQUENT EVENTS

Effective July 1, 2015, the Company merged with Pizza Fusion Holdings, Inc. Under the terms of the merger with Pizza Fusion Holdings, Inc., the Company issued 17,117,268 shares of our common stock (after giving effect to the reverse stock split) for 100% of Pizza Fusion Holdings, Inc.'s common shares and a warrant to purchase one share of the Company's common stock at $.25 per share for a period of three years. In addition, the Pizza Fusion Holdings, Inc. founders agreed to purchase an aggregate of 42,882,732 shares of the Company's common stock and 2,000,000 shares of the Company's Series A preferred stock at a price of $.0001 per share. The holders of the Company's convertible debt (Note 4) in the original principal amount of $65,600 agreed to convert such debt into 40,000,000 shares of the Company's common stock.

On July 27, 2015, the Company entered into a securities purchase agreement pursuant to which it issued and sold $1,333,334 principal amount of convertible debentures due July 27, 2020 for a price of $1,200,000. Proceeds from this debenture will be paid to the Company as follows: $140,000 upon signing with the balance payable in five consecutive monthly installments of $212,000 commencing on September 1, 2015. The Company agreed to pay interest for the first 12 months at the rate of 10% per annum on the amounts advanced payable in cash in six equal tranches, the first of which is due on date the Company closed on the financing and remainder will be due on each of the first five monthly anniversaries of such date.

Under the terms of a Registration Rights Agreement entered into as part of the offering, the Company agreed to file a registration statement with the Securities and Exchange Commission within 60 days of the closing date covering the public resale of the shares of common stock underlying the debentures, and to use its best efforts to cause the registration statement to be declared effective within 180 days from the closing date. Should the number of shares of common stock the Company is permitted to include in the initial registration statement be limited pursuant to Rule 415 of the Securities Act of 1933, the Company further agreed to file additional registration statements with the SEC to register any remaining shares. The Company will pay all costs associated with the registration statements, other than underwriting commissions and discounts.

The Securities Purchase Agreement contains certain negative covenants by the Company, unless consent of purchasers holding at least 75% of the aggregate principal amount of the outstanding debentures, including prohibitions on: incurrence of certain indebtedness and liens, amendment to the Company's articles of incorporation or bylaws, repayment or repurchase of the Company's common stock or debts, sale of substantially all of its assets or merger with another entity, payment of cash dividends or entry into any related party transactions. The Company granted investors certain pro-rata rights of first refusal on future offerings by the Company for as long as the investor(s) beneficially own any of the debentures.

The debentures are convertible into shares of the Company's common stock at a conversion price equal to 65% of the lowest traded price of its common stock for the 20 trading days prior to each conversion date subject to adjustment. The conversion price of the debentures is subject to proportional adjustment in the event of stock splits, stock dividends and similar corporate events. In addition, the conversion price is subject to adjustment if the Company issues or sells shares of its common stock for a consideration per share less than the conversion price then in effect, or issue options, warrants or other securities convertible or exchange for shares of its common stock at a conversion or exercise price less than the conversion price of the debentures then in effect. If either of these events should occur, the conversion price is reduced to the lowest price at which these securities were issued or are exercisable. The debentures shares are not convertible to the extent that (a) the number of shares of the Company's common stock beneficially owned by the holder and (b) the number of shares of the Company's common stock issuable upon the conversion of the debentures or otherwise would result in the beneficial ownership by holder of more than 4.99% of the Company's then outstanding common stock. This ownership limitation can be increased or decreased to any percentage not exceeding 9.99% by the holder upon 61 days' notice to the Company.

On August 25, 2015 the holders of an aggregate of $65,500 of the Company's convertible debt plus accrued interest of $24,763.69 converted the amounts owed them into 40,000,000 shares of the Company's common stock.

EXPLANATORY NOTE:

The following unaudited pro forma combined balance sheet and unaudited pro forma combined statement of operations as of September 30, 2015 is based on, and should be read in conjunction with:

- Pizza Fusion Holdings, Inc. ("Pizza Fusion") audited financial statements for the fiscal years ended September 30, 2014 which appears elsewhere in this report;

- PF Hospitality Group, Inc. ("PF Hospitality") audited financial statements for the fiscal years ended September 30, 2014 which appears elsewhere in this report.

The pro forma combined balance sheet and income statement gives effect to the share exchange pursuant to the May 26, 2015 merger agreement entered into between Pizza Fusion and PF Hospitality as if the transaction had taken place on the date or at the beginning of the period presented. Under the terms of the merger agreement, PF Hospitality exchanged 17,117,268 shares of its common stock for 100% of the Pizza Fusion common shares and a warrant to purchase one share of PF Hospitality common stock at $0.25 per share for a period of three years.

The unaudited pro forma combined balance sheet and income statement is for informational purposes only, are not indications of future performance, and should not be considered indicative of actual results that would have been achieved had the recapitalization transactions actually been consummated on the dates or at the beginning of the periods presented.

PF Hospitality Group, Inc.
Pro Forma Combined Balance Sheet
September 30, 2014

	PF Hospitality Group, Inc. (unaudited)	Pizza Fusion Holdings, Inc. (unaudited)	Adjustments (unaudited)	Combined (unaudited)
ASSETS				
Current Assets				
Cash and Cash Equivalents	$ -	$ 95,797	$ -	$ 95,797
Royalty receivable, net	-	4,880	-	4,880
Prepaid Expenses	-	5,103	-	5,103
Total Current Assets	-	105,780	-	105,780
Property and Equipment, Net		24,188	-	24,188
Other Assets				
Intangible assets	-	122,870	-	122,870
Deposits	-	4,834	-	4,834
Total Other Assets	-	127,704	-	127,704
Total Assets	$ -	$ 257,672	$ -	$ 257,672
Liabilities & Stockholders' deficit				
Current Liabilities				
Accounts payable & accrued Liabilities	$ 14,120	$ 781,102	$ -	$ 795,222
Stock Payable	-	99,361	-	99,361
Deferred Income (current portion)	-	12,895	-	12,895
Convertible notes payable	65,600	-	-	65,600
Total Current Liabilities	79,720	893,358	-	973,078
Long-Term Liabilities				
Notes Payable	-	50,000	-	50,000
Deferred Income	-	404,210	-	404,210
Customer deposits	-	50,000	-	50,000
Total Liabilities	79,720	1,397,568	-	1,477,288
Stockholder's Equity				
Preferred stock, par value $0.001, 5,000,000 shares authorized, -0- issued and outstanding	-	-	-	-
Preferred stock, par value $0.001, 10,000,000 shares authorized, -0- issued and outstanding	-	-	-	-
Common stock, par value $0.001, 2,000,000 shares authorized,199,602,200 issued and outstanding, as of September 30, 2014	-	11,412	(11,412)	-
Common stock, par value $0.001, 2,000,000 shares authorized,199,602,200 issued and outstanding, as of September 30, 2014	199,602			199,602
Additional Paid In Capital	8,940,275	9,274,186	(9,208,185)	9,006,276
Accumulated Deficit	(9,219,597)	(10,425,494)	9,219,597	(10,425,494)
Total Stockholders' Equity	(79,720)	(1,139,896)	-	(1,219,616)
Total Liabilities and Stockholders' Equity	$ -	$ 257,672	$ -	$ 257,672

PF Hospitality Group, Inc.
Unaudited Pro Forma Combined Statement of Operations
For the Year Ended September, 2014

	PF Hospitality Group, Inc. (unaudited)	Pizza Fusion, Holdings, Inc. (unaudited)	Adjustments (unaudited)	Combined (unaudited)
Revenues				
Franchise Fee	$ -	$ 15,395	$ -	$ 15,395
Royalty Revenue	-	299,543		299,543
Other	-	-	-	-
Total Revenue	-	314,938	-	314,938
Operating Expense				
Selling, General and Administrative	43,636	180,445	-	224,081
Payroll Expenses	-	374,992	-	374,992
Impairment of Intellectual Property	49,000	-		
Depreciation & Amortization Expense	-	16,356	-	16,356
Total Operating Expenses	92,636	571,793	-	664,429
Loss from Operations	(92,636)	(256,855)	-	(349,491)
Interest Expense	(21,524)	-	-	(21,524)
Loss Before Income Taxes	(114,160)	(256,855)	-	(371,015)
Income Tax Benefit	-	-	-	-
Net Loss	$ (114,160)	$ (256,855)	$	$ (371,015)
Basic and diluted loss per common share	$ (1.14)	$ (0.02)	$ -	$ (3.72)
Weighted average shares outstanding	99,802	11,411,512	-	99,802

PF Hospitality Group, Inc.
Unaudited Pro Forma Combined Statement of Operations
For the Nine Months Ended June 30, 2015

	PF Hospitality Group, Inc. (unaudited)	Pizza Fusion, Holdings, Inc. (unaudited)	Adjustments (unaudited)	Combined (unaudited)
Revenues				
Franchise Fee	$ -	$ 15,395		$ 15,395
Royalty Revenue	-	153,633		153,633
Other	-	104,442	-	104,442
Total Revenue	-	273,470	-	273,470
Operating Expense				
Selling, General and Administrative	53,763	137,150	-	190,913
Payroll Expenses	-	283,809	-	283,809
Depreciation & Amortization Expense	-	12,267	-	12,267
Total Operating Expenses	53,763	433,226	-	486,989
Loss from Operations	(53,763)	(159,756)	-	(213,519)
Interest Expense	(8,832)	-	-	(8,832)
Loss Before Income Taxes	(62,595)	(159,756)	-	(222,351)
Income Tax Benefit	-	-	-	-
Net Loss	$ (62,595)	$ (159,756)	$ -	$ (222,351)
Basic and diluted loss per common share	$ (0.63)	$ (1.60)	$ -	$ (2.23)
Weighted average shares outstanding	99,802	99,802		99,802

MERGER AGREEMENT

by and among

KALAHARI GREENTECH, INC.,

a Nevada Corporation

PIZZA FUSION ACQUISITION SUBSIDIARY, INC.

a Florida corporation

and

PIZZA FUSION HOLDINGS, INC.,

A Florida corporation

Dated as of May 26, 2015

TABLE OF CONTENTS

EXHIBITS

MERGER AGREEMENT

THIS MERGER AGREEMENT (hereinafter referred to as this "Agreement") is entered into as of this 26th day of May 2015, by and between KALAHARI GREENTECH, INC., a Nevada corporation (the "Company"), with offices at 235 Peachtree Street, Northeast, Suite 400, Atlanta, Georgia 30303, PIZZA FUSION ACQUISITION SUBSIDIARY, INC., a Florida corporation ("Merger Sub") and PIZZA FUSION HOLDINGS, INC., a Florida corporation ("PFH"), with offices at 399 N.W. 2nd Ave., #216, Boca Raton, FL 33432, upon the following premises:

Premises

WHEREAS, The Company is a publicly held corporation organized under the laws of the State of Nevada;

WHEREAS, PFH is a privately-held company organized under the laws of Florida;

WHEREAS, the Company and PFH intend to merge Merger Sub with and into PFH (the "Merger") in accordance with this Agreement and the Florida Business Corporations Act ("FBCA"). Upon consummation of the Merger, Merger Sub will cease to exist, and PFH will become a wholly-owned subsidiary of the Company.

WHEREAS, for U.S. federal income tax purposes, the Company, Merger Sub and PFH intend that the Merger will qualify as a "reorganization" within the meaning of Section 368(a) of the Code, that this Agreement will constitute a "plan of reorganization" for purposes of Section 354 and 361 of the Code, and that the Company, Merger Sub and PFH will each be a "party to the reorganization" within the meaning of Section 368(b) of the Code.

WHEREAS, the Board of Directors of the Company (i) has determined that the Merger is advisable and fair to, and in the best interests of, the Company and its stockholders, (ii) has approved this Agreement, the Merger, the issuance of shares of the Company Common Stock to the stockholders of PFH pursuant to the terms of this Agreement, and the other actions contemplated by this Agreement and has deemed this Agreement advisable and (iii) has determined to recommend that the stockholders of the Company vote to approve the issuance of shares of the Company Common Stock to the stockholders of PFH pursuant to the terms of this Agreement, and such other actions as contemplated by this Agreement.

WHEREAS, the Board of Directors of Merger Sub (i) has determined that the Merger is advisable and fair to, and in the best interests of, Merger Sub and its sole stockholder, (ii) has approved this Agreement, the Merger, and the other actions contemplated by this Agreement and has deemed this Agreement advisable and (iii) has determined to recommend that the stockholder of Merger Sub vote to approve the Merger and such other actions as contemplated by this Agreement.

WHEREAS, the Board of Directors of PFH (i) has determined that the Merger is advisable and fair to, and in the best interests of, PFH and its stockholders, (ii) has approved this Agreement, the Merger and the other actions contemplated by this Agreement and has deemed this Agreement advisable and (iii) has approved and determined to recommend the approval and adoption of this Agreement and the approval of the Merger to the stockholders of PFH.

Agreement

NOW THEREFORE, on the stated premises and for and in consideration of the mutual covenants and agreements hereinafter set forth and the mutual benefits to the parties to be derived herefrom, and intending to be legally bound hereby, it is hereby agreed as follows:

ARTICLE I
REPRESENTATIONS, COVENANTS, AND WARRANTIES OF PFH

As an inducement to, and to obtain the reliance of the Company and Merger Sub, except as set forth in the PFH Schedules (as hereinafter defined), PFH represents and warrants to the Company that as of the date hereof and the Closing Date (as hereinafter defined), as follows:

Section 1.01 Incorporation. PFH is a company duly organized, validly existing, and in good standing under the laws of Florida and has the corporate power and is duly authorized under all applicable laws, regulations, ordinances, and orders of public authorities to carry on its business in all material respects as it is now being conducted. Included in the PFH Schedules is a complete and correct copy of the Articles of incorporation of PFH as in effect on the date hereof. The execution and delivery of this Agreement does not, and the consummation of the transactions contemplated hereby will not, violate any provision of PFH's Articles of incorporation. PFH has taken all actions required by law, its Articles of incorporation, or otherwise to authorize the execution, delivery and performance of this Agreement. PFH has full power, authority, and legal capacity and has taken all action required by law, it's Articles of incorporation, and otherwise to consummate the transactions herein contemplated.

Section 1.02 Authorized Shares and Capital. The authorized number of common shares with $0.001 par value of PFH is 90,000,000 with 11,411,512 shares issued and outstanding. The issued and outstanding shares are validly issued, fully paid, and non-assessable and not issued in violation of the preemptive or other rights of any person. PFH is authorized to issue 10,000,000 shares of preferred stock, $0.001 par value, none of which are issued and outstanding.

Section 1.03 Subsidiary and Predecessor Corporations. PFH owns a 100% interest in Shaker & Pie, Inc., a Florida corporation (the "Subsidiary"). Except for its ownership interest in the Subsidiary, PFH does not have any subsidiaries, and does not own, beneficially or of record, any shares of any other corporation. For purposes hereinafter, the term "PFH" also includes the Subsidiary.

Section 1.04 Financial Statements.

(a) Prior to Closing, PFH shall provide the Company with PFH's unaudited balance sheet as of March 31, 2015, and the related statements of operations, stockholders' equity and cash flows for the period ended March 31, 2015 (the "PFH Financial Statements").

(b) All such financial statements shall be prepared in accordance with generally accepted accounting principles consistently applied throughout the periods involved. The PFH balance sheets shall be true and accurate and present fairly as of their respective dates the financial condition of PFH. As of the date of such balance sheets, except as and to the extent reflected or reserved against therein, PFH shall have no liabilities or obligations (absolute or contingent) which should be reflected in the balance sheets or the notes thereto prepared in accordance with generally accepted accounting principles, and all assets reflected therein will be properly reported and present fairly the value of the assets of PFH, in accordance with generally accepted accounting principles. The statements of operations, stockholders' equity and cash flows will reflect fairly the information required to be set forth therein by generally accepted accounting principles.

(c) PFH has duly and punctually paid all Governmental fees and taxation which it has become liable to pay and has duly allowed for all taxation reasonably foreseeable and is under no liability to pay any penalty or interest in connection with any claim for governmental fees or taxation and PFH has made any and all proper declarations and returns for taxation purposes and all information contained in such declarations and returns is true and complete and full provision or reserves have been made in its financial statements for all Governmental fees and taxation.

(d) The books and records, financial and otherwise, of PFH are in all material aspects complete and correct and have been maintained in accordance with good business and accounting practices.

(e) All of PFH's assets are reflected on its financial statements, and, except as set forth in the PFH Schedules or the financial statements of PFH or the notes thereto, PFH has no material liabilities, direct or indirect, matured or unmatured, contingent or otherwise.

Section 1.05 Information. The information concerning PFH set forth in this Agreement and in the PFH Schedules is complete and accurate in all material respects and does not contain any untrue statement of a material fact or omit to state a material fact required to make the statements made, in light of the circumstances under which they were made, not misleading. In addition, PFH has fully disclosed in writing to the Company (through this Agreement or the PFH Schedules) all information relating to matters involving PFH or its assets or its present or past operations or activities which (i) indicated or may indicate, in the aggregate, the existence of a greater than $10,000 liability, (ii) have led or may lead to a competitive disadvantage on the part of PFH or (iii) either alone or in aggregation with other information covered by this Section, otherwise have led or may lead to a material adverse effect on PFH, its assets, or its operations or activities as presently conducted or as contemplated to be conducted after the Closing Date, including, but not limited to, information relating to governmental, employee, environmental, litigation and securities matters and transactions with affiliates.

Section 1.06 Options or Warrants. Except as disclosed on PFH Schedule 1.06, there are no existing options, warrants, calls, or commitments of any character relating to the authorized and unissued stock of PFH.

Section 1.07 Absence of Certain Changes or Events. Since March 31, 2015 or such other date as provided for herein:

(a) there has not been any material adverse change in the business, operations, properties, assets, or condition (financial or otherwise) of PFH;

(b) PFH has not (i) amended its Articles of Incorporation since January 3, 2012; (ii) declared or made, or agreed to declare or make, any payment of dividends or distributions of any assets of any kind whatsoever to stockholders or purchased or redeemed, or agreed to purchase or redeem, any of its shares; (iii) made any material change in its method of management, operation or accounting, (iv) entered into any other material transaction other than sales in the ordinary course of its business; or (v) made any increase in or adoption of any profit sharing, bonus, deferred compensation, insurance, pension, retirement, or other employee benefit plan, payment, or arrangement made to, for, or with its officers, directors, or employees; and

(c) PFH has not (i) granted or agreed to grant any options, warrants or other rights for its stocks, bonds or other corporate securities calling for the issuance thereof, (ii) borrowed or agreed to borrow any funds or incurred, or become subject to, any material obligation or liability (absolute or contingent) except as disclosed herein and except liabilities incurred in the ordinary course of business; (iii) sold or transferred, or agreed to sell or transfer, any of its assets, properties, or rights or canceled, or agreed to cancel, any debts or claims; or (iv) issued, delivered, or agreed to issue or deliver any stock, bonds or other corporate securities including debentures (whether authorized and unissued or held as treasury stock) except in connection with this Agreement.

Section 1.08 Litigation and Proceedings. Except as disclosed on PFH Schedule 1.08, there are no actions, suits, proceedings, or investigations pending or, to the knowledge of PFH after reasonable investigation, threatened by or against PFH or affecting PFH or its properties, at law or in equity, before any court or other governmental agency or instrumentality, domestic or foreign, or before any arbitrator of any kind. PFH does not have any knowledge of any material default on its part with respect to any judgment, order, injunction, decree, award, rule, or regulation of any court, arbitrator, or governmental agency or instrumentality or of any circumstances which, after reasonable investigation, would result in the discovery of such a default.

Section 1.09 Contracts.

(a) All "material" contracts, agreements, franchises, license agreements, debt instruments or other commitments to which PFH is a party or by which it or any of its assets, products, technology, or properties are bound other than those incurred in the ordinary course of business have been previously disclosed to the Company. A "material" contract, agreement, franchise, license agreement, debt instrument or commitment is one which (i) will remain in effect for more than six (6) months after the date of this Agreement or (ii) involves aggregate obligations of at least ten thousand dollars ($10,000);

(b) All contracts, agreements, franchises, license agreements, and other commitments to which PFH is a party or by which its properties are bound and which are material to the operations of PFH taken as a whole are valid and enforceable by PFH in all respects, except as limited by bankruptcy and insolvency laws and by other laws affecting the rights of creditors generally; and

(c) Except as previously disclosed to the Company or identified on Schedule 1.09 or reflected in the most recent PFH balance sheet, PFH is not a party to any oral or written (i) contract for the employment of any officer or employee; (ii) profit sharing, bonus, deferred compensation, stock option, severance pay, pension benefit or retirement plan, (iii) agreement, contract, or indenture relating to the borrowing of money, (iv) guaranty of any obligation; (vi) collective bargaining agreement; or (vii) agreement with any present or former officer or director of PFH.

Section 1.10 Compliance With Laws and Regulations. To the best of its knowledge, PFH has complied with all applicable statutes and regulations of any federal, state, or other governmental entity or agency thereof, except to the extent that noncompliance would not materially and adversely affect the business, operations, properties, assets, or condition of PFH or except to the extent that noncompliance would not result in the occurrence of any material liability for PFH.

Section 1.11 Approval of Agreement. This Agreement has been duly and validly authorized and executed and delivered by PFH and this Agreement constitutes a valid and binding agreement of PFH, subject to the approval of its shareholders as hereinafter provided and enforceable in accordance with its terms.

Section 1.12 PFH Schedules. PFH has delivered to the Company the following schedules, which are collectively referred to as the "PFH Schedules" and which consist of separate schedules dated as of the date of execution of this Agreement, all certified by the President of PFH as complete, true, and correct as of the date of this Agreement in all material respects:

(a) a schedule containing complete and correct copies of the Articles of Incorporation of PFH and the Bylaws, each as in effect as of the date of this Agreement;

(b) a schedule containing the financial statements of PFH identified in paragraph 1.04(a);

(c) a schedule setting forth any information, together with any required copies of documents, required to be disclosed in the Company Schedules by Sections 1.01 through 1.11.

PFH shall cause the PFH Schedules and the instruments and data delivered to the Company hereunder to be promptly updated after the date hereof up to and including the Closing Date.

Section 1.13 Valid Obligation. This Agreement and all agreements and other documents executed by PFH in connection herewith constitute the valid and binding obligations of PFH, enforceable in accordance with its or their terms, except as may be limited by bankruptcy, insolvency, moratorium or other similar laws affecting the enforcement of creditors' rights generally and subject to the qualification that the availability of equitable remedies is subject to the discretion of the court before which any proceeding therefore may be brought.

Section 1.14 Investment Representations

(a) Investment Purpose. The consummation of this Agreement including the delivery of the Exchange Consideration (as hereinafter defined) to the shareholders of PFH (the "PFH Shareholders") in exchange for the Securities (as hereinafter defined) as contemplated hereby constitutes the offer and sale of securities under the Securities Act of 1933, as amended (the "Securities Act") and applicable state statutes and that the Securities are being acquired for the PFH Shareholders' own account and not with a present view towards the public sale or distribution thereof, except pursuant to sales registered or exempted from registration under the Securities Act; provided, however, the PFH Shareholders are not required to hold any of the Securities for any minimum or other specific term and reserves the right to dispose of the Securities at any time in accordance with or pursuant to a registration statement or an exemption under the Securities Act.

(b) Reliance on Exemptions. PFH understands that the Exchange Consideration is being offered and sold to the PFH Shareholders in reliance upon specific exemptions from the registration requirements of United States federal and state securities laws and that the Company is relying upon the truth and accuracy of, and the PFH Shareholders' compliance with, the representations, warranties, agreements, acknowledgments and understandings set forth herein in order to determine the availability of such exemptions and the eligibility of the PFH Shareholders to acquire the Exchange Consideration.

(c) Information. The PFH Shareholders and their advisors, if any, have been furnished with all materials relating to the business, finances and operations of the Company and materials relating to the offer and sale of the Exchange Consideration which have been requested by the PFH Shareholders or their advisors. The PFH Shareholders and their advisors, if any, have been afforded the opportunity to ask questions of the Company. Notwithstanding the foregoing, the Company has not disclosed to the PFH Shareholders any material nonpublic information and will not disclose such information unless such information is disclosed to the public prior to or promptly following such disclosure to the PFH Shareholders. PFH understand that an investment in the Exchange Consideration involves a significant degree of risk. PFH is not aware of any facts that may constitute a breach of any of PFH's representations and warranties made herein.

(d) Governmental Review. PFH understands that no United States federal or state agency or any other government or governmental agency has passed upon or made any recommendation or endorsement of the Exchange Consideration.

(e) Transfer or Re-sale. PFH understands that (i) the sale or re-sale of the Exchange Consideration has not been and is not being registered under the Securities Act or any applicable state securities laws, and the Exchange Consideration may not be transferred unless (a) the Exchange Consideration is sold pursuant to an effective registration statement under the Securities Act, (b) the PFH Shareholders shall have delivered to the Company, at the cost of the PFH Shareholders, an opinion of counsel that shall be in form, substance and scope customary for opinions of counsel in comparable transactions to the effect that the Exchange Consideration to be sold or transferred may be sold or transferred pursuant to an exemption from such registration, which opinion shall be accepted by the Company, (c) the Exchange Consideration is sold or transferred to an "affiliate" (as defined in Rule 144 promulgated under the Securities Act (or a successor rule) ("Rule 144")) of the PFH Shareholders who agree to sell or otherwise transfer the Exchange Consideration only in accordance with this Section and who is an Accredited Investor, (d) the Exchange Consideration is sold pursuant to Rule 144, or (e) the Exchange Consideration is sold pursuant to Regulation S under the Securities Act (or a successor rule) ("Regulation S"), and the PFH Shareholders shall have delivered to the Company, at the cost of the PFH Shareholders, an opinion of counsel that shall be in form, substance and scope customary for opinions of counsel in corporate transactions, which opinion shall be accepted by the Company; (ii) any sale of such Exchange Consideration made in reliance on Rule 144 may be made only in accordance with the terms of said Rule and further, if said Rule is not applicable, any re-sale of such Exchange Consideration under circumstances in which the seller (or the person through whom the sale is made) may be deemed to be an underwriter (as that term is defined in the Securities Act) may require compliance with some other exemption under the Securities Act or the rules and regulations of the SEC thereunder; and (iii) neither the Company nor any other person is under any obligation to register such Exchange Consideration under the Securities Act or any state securities laws or to comply with the terms and conditions of any exemption thereunder (in each case). Notwithstanding the foregoing or anything else contained herein to the contrary, the Exchange Consideration may be pledged as collateral in connection with a bona fide margin account or other lending arrangement.

(f) Legends. The shares of the Company's common stock that comprise the Exchange Consideration (the "Securities") and, until such time as the Securities has been registered under the Securities Act may be sold pursuant to Rule 144 or Regulation S without any restriction as to the number of securities as of a particular date that can then be immediately sold, the Securities may bear a restrictive legend in substantially the following form (and a stop-transfer order may be placed against transfer of the certificates for such Securities):

NEITHER THE ISSUANCE AND SALE OF THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR APPLICABLE STATE SECURITIES LAWS. THE SECURITIES MAY NOT BE OFFERED FOR SALE, SOLD, TRANSFERRED OR ASSIGNED (I) IN THE ABSENCE OF (A) AN EFFECTIVE REGISTRATION STATEMENT FOR THE SECURITIES UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR (B) AN OPINION OF COUNSEL (WHICH COUNSEL SHALL BE SELECTED BY THE COMPANY), IN A GENERALLY ACCEPTABLE FORM, THAT REGISTRATION IS NOT REQUIRED UNDER SAID ACT OR (II) UNLESS SOLD PURSUANT TO RULE 144 OR RULE 144A UNDER SAID ACT.

The legend set forth above shall be removed and the Company shall issue a certificate without such legend to the holder of any Securities upon which it is stamped, if, unless otherwise required by applicable state securities laws, (a) the Securities are registered for sale under an effective registration statement filed under the Securities Act or otherwise may be sold pursuant to Rule 144 or Regulation S without any restriction as to the number of securities as of a particular date that can then be immediately sold, or (b) such holder provides the Company with an opinion of counsel, in form, substance and scope customary for opinions of counsel in comparable transactions, to the effect that a public sale or transfer of such Exchange Shares may be made without registration under the Securities Act, which opinion shall be accepted by the Company so that the sale or transfer is effected. Each of the PFH Shareholders agrees to sell all Securities, including those represented by a certificate(s) from which the legend has been removed, in compliance with applicable prospectus delivery requirements, if any.

(g) Residency. Each of the PFH Shareholders is a resident of the jurisdiction set forth in the list of shareholders provided separately to the Company.

ARTICLE II
REPRESENTATIONS, COVENANTS, AND WARRANTIES OF THE COMPANY

As an inducement to, and to obtain the reliance of PFH and the PFH Shareholders, except as set forth in the Company Schedules (as hereinafter defined), the Company represents and warrants, as of the date hereof and as of the Closing Date, as follows:

Section 2.01 Organization. The Company is a corporation duly organized, validly existing, and in good standing under the laws of the State of Nevada and has the corporate power and is duly authorized under all applicable laws, regulations, ordinances, and orders of public authorities to carry on its business in all material respects as it is now being conducted. Included in the Company Schedules are complete and correct copies of the articles of incorporation and bylaws of the Company as in effect on the date hereof. The execution and delivery of this Agreement does not, and the consummation of the transactions contemplated hereby will not, violate any provision of the Company's articles of incorporation or bylaws. The Company has taken all action required by law, its articles of incorporation, its bylaws, or otherwise to authorize the execution and delivery of this Agreement, and the Company has full power, authority, and legal right and has taken all action required by law, its articles of incorporation, bylaws, or otherwise to consummate the transactions herein contemplated.

Section 2.02 Capitalization. At Closing and with all following amounts giving effect to the Reverse Stock Split, the Company's authorized capitalization will consist of (a) 500,000,000 shares of common stock, par value $0.001 per share ("the Company Common Stock"), of which approximately 100,016 shares will be issued and outstanding, and (b) 20,000,000 shares of preferred stock, par value $.001 per share, of which 0 shares will be issued and outstanding. All issued and outstanding shares are legally issued, fully paid, and non-assessable and not issued in violation of the preemptive or other rights of any person and give effect to the Reverse Stock Split.

Section 2.03 Subsidiaries and Predecessor Corporations. The Company does not have any predecessor corporation(s), no subsidiaries, and does not own, beneficially or of record, any shares of any other corporation.

Section 2.04 OTC Reports. The Company has filed all reports required to be filed by it by the OTC Markets Group – OTC Pink Tier (the "OTC Reports").

Section 2.05 Information. The information concerning the Company set forth in this Agreement and the Company Schedules is complete and accurate in all material respects and does not contain any untrue statements of a material fact or omit to state a material fact required to make the statements made, in light of the circumstances under which they were made, not misleading. In addition, the Company has fully disclosed in writing to the PFH Shareholders (through this Agreement or the Company Schedules) all information relating to matters involving the Company or its assets or its present or past operations or activities which (i) indicated or may indicate, in the aggregate, the existence of a greater than $10,000 liability , (ii) have led or may lead to a competitive disadvantage on the part of the Company or (iii) either alone or in aggregation with other information covered by this Section, otherwise have led or may lead to a material adverse effect on the Company, its assets, or its operations or activities as presently conducted or as contemplated to be conducted after the Closing Date, including, but not limited to, information relating to governmental, employee, environmental, litigation and securities matters and transactions with affiliates.

Section 2.06 Options or Warrants. Except as disclosed on Company Schedule 2.06, there are no options, warrants, convertible securities, subscriptions, stock appreciation rights, phantom stock plans or stock equivalents or other rights, agreements, arrangements or commitments (contingent or otherwise) of any character issued or authorized by the Company relating to the issued or unissued capital stock of the Company (including, without limitation, rights the value of which is determined with reference to the capital stock or other securities of the Company) or obligating the Company to issue or sell any shares of capital stock of, or options, warrants, convertible securities, subscriptions or other equity interests in, the Company. There are no outstanding contractual obligations of the Company to repurchase, redeem or otherwise acquire any shares of the Company Common Stock of the Company or to pay any dividend or make any other distribution in respect thereof or to provide funds to, or make any investment (in the form of a loan, capital contribution or otherwise) in, any person.

Section 2.07 Absence of Certain Changes or Events. Since March 31, 2015 and except as disclosed in an OTC Reports:

(a) there has not been (i) any material adverse change in the business, operations, properties, assets or condition of the Company or (ii) any damage, destruction or loss to the Company (whether or not covered by insurance) materially and adversely affecting the business, operations, properties, assets or condition of the Company;

(b) the Company has not (i) amended its articles of incorporation or bylaws except as required by this Agreement; (ii) declared or made, or agreed to declare or make any payment of dividends or distributions of any assets of any kind whatsoever to stockholders or purchased or redeemed, or agreed to purchase or redeem, any of its capital stock; (iii) waived any rights of value which in the aggregate are outside of the ordinary course of business or material considering the business of the Company; (iv) made any material change in its method of management, operation, or accounting; (v) entered into any transactions or agreements other than in the ordinary course of business; (vi) made any accrual or arrangement for or payment of bonuses or special compensation of any kind or any severance or termination pay to any present or former officer or employee; (vii) increased the rate of compensation payable or to become payable by it to any of its officers or directors or any of its salaried employees whose monthly compensation exceed $1,000; or (viii) made any increase in any profit sharing, bonus, deferred compensation, insurance, pension, retirement, or other employee benefit plan, payment, or arrangement, made to, for or with its officers, directors, or employees;

(c) The Company has not (i) granted or agreed to grant any options, warrants, or other rights for its stock, bonds, or other corporate securities calling for the issuance thereof; (ii) borrowed or agreed to borrow any funds or incurred, or become subject to, any material obligation or liability (absolute or contingent) except liabilities incurred in the ordinary course of business; (iii) paid or agreed to pay any material obligations or liabilities (absolute or contingent) other than current liabilities reflected in or shown on the most recent the Company balance sheet and current liabilities incurred since that date in the ordinary course of business and professional and other fees and expenses in connection with the preparation of this Agreement and the consummation of the transaction contemplated hereby; (iv) sold or transferred, or agreed to sell or transfer, any of its assets, properties, or rights (except assets, properties, or rights not used or useful in its business which, in the aggregate have a value of less than $1,000), or canceled, or agreed to cancel, any debts or claims (except debts or claims which in the aggregate are of a value less than $1,000); (v) made or permitted any amendment or termination of any contract, agreement, or license to which it is a party if such amendment or termination is material, considering the business of the Company; or (vi) issued, delivered or agreed to issue or deliver, any stock, bonds or other corporate securities including debentures (whether authorized and unissued or held as treasury stock), except in connection with this Agreement; and

(d) to its knowledge, the Company has not become subject to any law or regulation which materially and adversely affects, or in the future, may adversely affect, the business, operations, properties, assets or condition of the Company.

Section 2.08 Litigation and Proceedings. There are no actions, suits, proceedings or investigations pending or, to the knowledge of the Company after reasonable investigation, threatened by or against the Company or affecting the Company or its properties, at law or in equity, before any court or other governmental agency or instrumentality, domestic or foreign, or before any arbitrator of any kind except as disclosed in the Company Schedules. The Company has no knowledge of any default on its part with respect to any judgment, order, writ, injunction, decree, award, rule or regulation of any court, arbitrator, or governmental agency or instrumentality or any circumstance which after reasonable investigation would result in the discovery of such default.

Section 2.09 Contracts.

(a) The Company is not a party to, and its assets, products, technology and properties are not bound by, any leases, contract, franchise, license agreement, agreement, debt instrument, obligation, arrangement, understanding or other commitments whether such agreement is in writing or oral ("Contracts").

(b) The Company is not a party to or bound by, and the properties of the Company are not subject to any Contract, agreement, other commitment or instrument; any charter or other corporate restriction; or any judgment, order, writ, injunction, decree, or award; and

(c) The Company is not a party to any oral or written (i) contract for the employment of any officer or employee; (ii) profit sharing, bonus, deferred compensation, stock option, severance pay, pension benefit or retirement plan, (iii) agreement, contract, or indenture relating to the borrowing of money, (iv) guaranty of any obligation, (vi) collective bargaining agreement; or (vii) agreement with any present or former officer or director of the Company.

Section 2.10 No Conflict With Other Instruments. The execution of this Agreement and the consummation of the transactions contemplated by this Agreement will not result in the breach of any term or provision of, constitute a default under, or terminate, accelerate or modify the terms of, any indenture, mortgage, deed of trust, or other material agreement or instrument to which the Company is a party or to which any of its assets, properties or operations are subject.

Section 2.11 Compliance With Laws and Regulations. The Company has complied with all United States federal, state or local or any applicable foreign statute, law, rule, regulation, ordinance, code, order, judgment, decree or any other applicable requirement or rule of law (a "Law") applicable to the Company and the operation of its business. This compliance includes, but is not limited to, the filing of all reports to date with federal and state securities authorities.

Section 2.12 Approval of Agreement. The Board of Directors of the Company has authorized the execution and delivery of this Agreement by the Company and has approved this Agreement and the transactions contemplated hereby.

Section 2.13 Material Transactions or Affiliations. Except as disclosed herein and in the Company Schedules, there exists no contract, agreement or arrangement between the Company and any predecessor and any person who was at the time of such contract, agreement or arrangement an officer, director, or person owning of record or known by the Company to own beneficially, 5% or more of the issued and outstanding common stock of the Company and which is to be performed in whole or in part after the date hereof or was entered into not more than three years prior to the date hereof. Neither any officer, director, nor 5% Shareholders of the Company has, or has had since inception of the Company, any known interest, direct or indirect, in any such transaction with the Company which was material to the business of the Company. The Company has no commitment, whether written or oral, to lend any funds to, borrow any money from, or enter into any other transaction with, any such affiliated person.

Section 2.14 The Company Schedules. The Company has delivered to the PFH Shareholders the following schedules, which are collectively referred to as the "Company Schedules" and which consist of separate schedules, which are dated the date of this Agreement, all certified by the chief executive officer of the Company to be complete, true, and accurate in all material respects as of the date of this Agreement.

(a) a schedule containing complete and accurate copies of the articles of incorporation and bylaws of the Company as in effect as of the date of this Agreement;

(b) a schedule setting forth any information, together with any required copies of documents, required to be disclosed in the Company Schedules by Sections 2.01 through 2.13.

The Company shall cause the Company Schedules and the instruments and data delivered to the PFH Shareholders hereunder to be promptly updated after the date hereof up to and including the Closing Date.

Section 2.15 Valid Obligation. This Agreement and all agreements and other documents executed by the Company in connection herewith constitute the valid and binding obligation of the Company, enforceable in accordance with its or their terms, except as may be limited by bankruptcy, insolvency, moratorium or other similar laws affecting the enforcement of creditors' rights generally and subject to the qualification that the availability of equitable remedies is subject to the discretion of the court before which any proceeding therefore may be brought.

Section 2.16 OTC Marketplace Quotation. The Company Common Stock is quoted on the OTC Pink tier of the OTC Markets under the symbol "KHGT". There is no action or proceeding pending or, to the Company's knowledge, threatened against the Company by The Financial Industry Regulatory Authority, Inc. ("FINRA") with respect to any intention by such entity to prohibit or terminate the quotation of the Company Common Stock on the OTC Pink tier.

ARTICLE III
MERGER

Section 3.01 Structure of the Merger and Effects.

(a) Merger of Merger Sub into PFH. Upon the terms and subject to the conditions set forth in this Agreement, at the Effective Time (as defined in Section 3.04), Merger Sub shall be merged with and into PFH, and the separate existence of Merger Sub shall cease. PFH will continue as the surviving corporation in the Merger (the "Surviving Corporation").

(b) Effects of the Merger. The Merger shall have the effects set forth in this Agreement and in the applicable provisions of the FBCA. As a result of the Merger, PFH will become a wholly-owned subsidiary of the Company.

(c) The Articles of Incorporation. The Articles of Incorporation of PFH in effect at the Effective Time shall be the Articles of Incorporation of the Surviving Corporation, until amended in accordance with the provisions provided therein or applicable law.

(d) The Bylaws. The bylaws of PFH in effect at the Effective Time shall be the bylaws of the Surviving Corporation, until amended in accordance with the provisions provided therein or applicable law.

Section 3.02 Conversion of Shares and Issuance of Warrants.

(a) At the Effective Time, by virtue of the Merger and without any further action on the part of the Company, Merger Sub, PFH or any stockholder of PFH:

(i) any shares of PFH Common Stock or PFH Preferred Stock held as treasury stock or held or owned by PFH, Merger Sub or any Subsidiary of PFH immediately prior to the Effective Time shall be canceled and retired and shall cease to exist, and no consideration shall be delivered in exchange therefor; and

(ii) subject to Section 3.02(b), each share of PFH Common Stock outstanding immediately prior to the Effective Time (excluding shares to be canceled pursuant to Section 3.02(a)(i) and excluding Dissenting Shares) shall be converted solely into the right to receive: (x) one and one-half (1 ½) shares of the Company Common Stock for each share of PFH Common Stock (an aggregate of 17,117,268 shares of Company Common Stock) and (y) warrants to purchase one share of the Company's common stock for each share of PFH common stock (an aggregate of 11,411,512 shares of the Company's common stock), with an exercise price equal to $0.25 per share, subject to adjustment therein for a period of three years from the date of issuance as set forth in the form of Warrant attached hereto as Exhibit A (the "Warrants"). The Exchange Shares and the Warrants are hereinafter referred to as the "Exchange Consideration" or the "Securities") and all such share amounts give effect to the Reverse Stock Split. At the Closing Date, the PFH Shareholders shall, on surrender of their certificates representing their PFH shares to the Company or its registrar or transfer agent, be entitled to receive a certificate or certificates evidencing their ownership of the Exchange Shares and Warrants.

(b) No fractional shares of the Company Common Stock shall be issued in connection with the Merger as a result of the conversion provided for in Section 3.02(a)(ii) and all share amounts shall be rounded up to the nearest whole number.

Section 3.03 Closing. The closing ("Closing" or "Closing Date") of the transactions contemplated by this Agreement shall occur following completion of the conditions set forth in Articles V and VI, and upon delivery of the Exchange Consideration as described in Section 3.02(a)(ii). The Closing shall take place at a mutually agreeable time and place and is anticipated to close by no later than July 31, 2015, but in no event before this Agreement has been approved by PFH Shareholders holding at least 51% of the shares of PFH common stock outstanding.

Section 3.04 Closing Events. At the Closing, the Parties hereto shall cause the Merger to be consummated by executing and filing with the Secretary of State of the State of Florida a Certificate of Merger with respect to the Merger, satisfying the applicable requirements of the FBCA and in a form reasonably acceptable to the Company and PFH. The Merger shall become effective at the time of the filing of such Certificate of Merger with the Secretary of State of the State of Florida or at such later time as may be specified in such Certificate of Merger with the consent of the Company and the PFH (the time as of which the Merger becomes effective being referred to as the "Effective Time").

Section 3.05 Termination. This Agreement may be terminated by each of PFH Shareholders or the Company only (a) in the event that the Company or PFH do not meet the conditions precedent set forth in Articles V and VI or (b) if the Closing has not occurred by July 31, 2015. If this Agreement is terminated pursuant to this section, this Agreement shall be of no further force or effect as to any party hereto, and no obligation, right or liability shall arise hereunder.

Section 3.06 Surrender of Certificates.

(a) Following the Merger Effective Time, each holder of record of one or more shares of PFH Common Stock may, but shall not be required to, surrender any certificate representing such shares for cancellation to the Company or its transfer agent, and the holder of such certificate shall be entitled to be entered on the register of shareholders of the Company as the holder of that number of Company Common Stock represented by the PFH Certificates, as applicable, and the PFH Certificates shall forthwith be cancelled. In the event of a transfer of ownership of PFH Shares which is not registered in the transfer records of PFH, a certificate or other applicable document or instrument representing the proper number of the Company's Shares may be issued to such a transferee if the Certificate representing such PFH Shares is presented to the Company or its transfer agent, accompanied by all documents required to evidence and effect such transfer and to evidence that any applicable stock transfer taxes have been paid.

(b) If any PFH Certificates representing the PFH Shares shall have been lost, stolen or destroyed, the Company shall issue in exchange for such lost, stolen or destroyed PFH Certificates, upon the making of an affidavit of that fact by the holder thereof, certificates or documents representing the Company Common Stock to be issued to such holder pursuant to this Article III (in the case of Company Common Stock, the Company shall enter the holder on the register of shareholders of the Company as the holder of the proper number of shares of Company Common Stock, in lieu of or in addition to issuing share certificates for such Company Common Stock); except, that the Company may, in its discretion and as a condition precedent to the issuance thereof (or entry on the register of shareholders, as the case may be), require the owner of such lost, stolen or destroyed PFH Certificates to deliver a bond or indemnity in such sum as it may reasonably direct as indemnity against any claim that may be made against the Company with respect to the PFH Certificates so alleged to have been lost, stolen or destroyed.

Section 3.07 Appraisal Rights.

(a) Notwithstanding any provision of this Agreement to the contrary, shares of PFH Common Stock that are outstanding immediately prior to the Effective Time and which are held by stockholders who have exercised and perfected appraisal rights or dissenters' rights for such shares of PFH Common Stock in accordance with the FBCA, if and to the extent applicable (collectively, the "Dissenting Shares") shall not be converted into or represent the right to receive the per share amount of the merger consideration described in Section 3.02 attributable to such Dissenting Shares. Such stockholders shall be entitled to receive payment of the appraised value of such shares of PFH Common Stock held by them in accordance with the FBCA (if and to the extent applicable), unless and until such stockholders fail to perfect or effectively withdraw or otherwise lose their appraisal rights under the FBCA (if any). All Dissenting Shares held by stockholders who shall have failed to perfect or who effectively shall have withdrawn or lost their right to appraisal of such shares of PFH Common Stock under the FBCA (if applicable) shall thereupon be deemed to be converted into and to have become exchangeable for, as of the Effective Time, the right to receive the per share amount of the merger consideration attributable to such Dissenting Shares in the manner provided in Section 3.02.

(b) PFH shall give the Company prompt written notice of any demands by dissenting stockholders received by PFH, withdrawals of such demands and any other instruments served on PFH and any material correspondence received by PFH in connection with such demands.

Section 3.08 Tax Consequences.

For U.S. federal income tax purposes, the Merger is intended to qualify as a "reorganization" within the meaning of Section 368(a) of the Code and the Treasury Regulations promulgated thereunder. The parties to this Agreement adopt this Agreement as a "plan of reorganization" within the meaning of Treasury Regulations Sections 1.368-2(g) and 1.368-3(a).

ARTICLE IV
SPECIAL COVENANTS

Section 4.01 Access to Properties and Records. The Company and PFH will each afford to the officers and authorized representatives of the other full access to the properties, books and records of the Company or PFH, as the case may be, in order that each may have a full opportunity to make such reasonable investigation as it shall desire to make of the affairs of the other, and each will furnish the other with such additional financial and operating data and other information as to the business and properties of the Company or PFH, as the case may be, as the other shall from time to time reasonably request. Without limiting the foregoing, as soon as practicable after the end of each fiscal quarter (and in any event through the last fiscal quarter prior to the Closing Date), each party shall provide the other with quarterly internally prepared and unaudited financial statements.

Section 4.02 Delivery of Books and Records. At the Closing, PFH shall deliver to the Company, the originals of the corporate minute books, books of account, contracts, records, and all other books or documents of PFH now in the possession of PFH or its representatives.

Section 4.03 Third Party Consents and Certificates. The Company and PFH agree to cooperate with each other in order to obtain any required third party consents to this Agreement and the transactions herein contemplated.

Section 4.04 Actions Prior to Closing. From and after the date hereof until the Closing Date and except as set forth in the Company Schedules or PFH Schedules or as permitted or contemplated by this Agreement, the Company (subject to paragraph (d) below) and PFH respectively, will each:

(a) carry on its business in substantially the same manner as it has heretofore and as disclosed in the Company OTC Reports;

(b) maintain and keep its properties in states of good repair and condition as at present, except for depreciation due to ordinary wear and tear and damage due to casualty;

(c) maintain in full force and effect insurance comparable in amount and in scope of coverage to that now maintained by it;

(d) perform in all material respects all of its obligations under material contracts, leases, and instruments relating to or affecting its assets, properties, and business;

(e) use its best efforts to maintain and preserve its business organization intact, to retain its key employees, and to maintain its relationship with its material suppliers and customers; and

(f) fully comply with and perform in all material respects all obligations and duties imposed on it by all federal and state laws (including without limitation, the federal securities laws) and all rules, regulations, and orders imposed by federal or state governmental authorities.

(g) From and after the date hereof until the Closing Date, neither the Company nor PFH will:

(i) make any changes in their Articles of Incorporation, articles or articles of incorporation or bylaws except as contemplated by this Agreement including a name change;

(ii) take any action described in Section 1.07 in the case of PFH or in Section 2.07, in the case of the Company (all except as permitted therein or as disclosed in the applicable party's schedules);

(iii) enter into or amend any contract, agreement, or other instrument of any of the types described in such party's schedules, except that a party may enter into or amend any contract, agreement, or other instrument in the ordinary course of business involving the sale of goods or services; or

(iv) sell any assets or discontinue any operations, sell any shares of capital stock or conduct any similar transactions other than in the ordinary course of business except as disclosed in the Company OTC Reports.

ARTICLE V
CONDITIONS PRECEDENT TO OBLIGATIONS OF THE COMPANY

The obligations of the Company under this Agreement are subject to the satisfaction, at or before the Closing Date, of the following conditions:

Section 5.01 Accuracy of Representations and Performance of Covenants.

The representations and warranties made by PFH and PFH Shareholders in this Agreement were true when made and shall be true at the Closing Date with the same force and effect as if such representations and warranties were made at and as of the Closing Date (except for changes therein permitted by this Agreement). PFH shall have performed or complied with all covenants and conditions required by this Agreement to be performed or complied with by PFH prior to or at the Closing. The Company shall be furnished with a certificate, signed by a duly authorized executive officer of PFH and dated the Closing Date, to the foregoing effect.

Section 5.02 Officer's Certificate.

The Company shall have been furnished with a certificate dated the Closing Date and signed by a duly authorized officer of PFH to the effect that no litigation, proceeding, investigation, or inquiry is pending, or to the best knowledge of PFH threatened, which might result in an action to enjoin or prevent the consummation of the transactions contemplated by this Agreement, or, to the extent not disclosed in PFH Schedules, by or against PFH, which might result in any material adverse change in any of the assets, properties, business, or operations of PFH.

Section 5.03 Good Standing.

The Company shall have received a certificate of good standing from the Secretary of State of Florida or other appropriate office, dated as of a date within ten days prior to the Closing Date certifying that PFH is in good standing as a corporation in the State of Florida.

Section 5.04 Minimum PFH Shareholders.

This Agreement shall have been approved by the holders of not less than 51% of PFH common stock outstanding, unless a lesser number is agreed to by the Company.

Section 5.05 No Governmental Prohibition.

No order, statute, rule, regulation, executive order, injunction, stay, decree, judgment or restraining order shall have been enacted, entered, promulgated or enforced by any court or governmental or regulatory authority or instrumentality which prohibits the consummation of the transactions contemplated hereby.

Section 5.06 Consents.

All consents, approvals, waivers or amendments pursuant to all contracts, licenses, permits, trademarks and other intangibles in connection with the transactions contemplated herein, or for the continued operation of PFH after the Closing Date on the basis as presently operated shall have been obtained.

Section 5.07 Other Items.

(a) The Company shall have received a list containing the name, address, and number of shares held by PFH Shareholders as of the date of Closing, certified by an executive officer of PFH as being true, complete and accurate;

(b) The Company shall have received such further opinions, documents, certificates or instruments relating to the transactions contemplated hereby as the Company may reasonably request;

(c) The Company shall have received PFH Financial Statements as provided for in Sections 1.04(a) and (b); and

(d) The Company reserves the right to terminate this Agreement if it decides that the number of PFH stockholders exercise dissenters' rights in an amount it deems unacceptable in its sole and absolute discretion.

ARTICLE VI
CONDITIONS PRECEDENT TO OBLIGATIONS OF PFH

The obligations of PFH under this Agreement is subject to the satisfaction of PFH, at or before the Closing Date, of the following conditions:

Section 6.01 Accuracy of Representations and Performance of Covenants.

The representations and warranties made by the Company in this Agreement were true when made and shall be true as of the Closing Date (except for changes therein permitted by this Agreement) with the same force and effect as if such representations and warranties were made at and as of the Closing Date. Additionally, the Company shall have performed and complied with all covenants and conditions required by this Agreement to be performed or complied with by the Company.

Section 6.02 Officer's Certificate.

PFH shall have been furnished with certificates dated the Closing Date and signed by duly authorized executive officers of the Company, to the effect that no litigation, proceeding, investigation or inquiry is pending, or to the best knowledge of the Company threatened, which might result in an action to enjoin or prevent the consummation of the transactions contemplated by this Agreement or, to the extent not disclosed in the Company Schedules, by or against the Company, which might result in any material adverse change in any of the assets, properties or operations of the Company.

Section 6.03 Good Standing.

PFH shall have received a certificate of good standing from the Secretary of State of Nevada or other appropriate office, dated as of a date within ten days prior to the Closing Date certifying that the Company is in good standing as a corporation in the State of Nevada and has filed all tax returns required to have been filed by it to date and has paid all taxes reported as due thereon.

Section 6.04 No Governmental Prohibition.

No order, statute, rule, regulation, executive order, injunction, stay, decree, judgment or restraining order shall have been enacted, entered, promulgated or enforced by any court or governmental or regulatory authority or instrumentality which prohibits the consummation of the transactions contemplated hereby.

Section 6.05 Approval by the Company Board of Directors and its Shareholders.

The Company's board of directors and its shareholders shall have approved the Exchange and the following (the "Corporate Actions"):

(a) effect a 1:2,000 reverse stock split of the Company's issued and outstanding common stock (the "Reverse Stock Split");

(b) designate 2,000,000 shares of its Preferred Stock as Series A Preferred Stock (the "Series A Preferred Stock") as set forth in the form of Certificate of Designation of Preferences, Rights and Limitations of Series A Preferred Stock attached hereto as Exhibit B; and

(c) change the name of the Company to PF Hospitality Group, Inc.

Section 6.06 Consents.

All consents, approvals, waivers or amendments pursuant to all contracts, licenses, permits, trademarks and other intangibles in connection with the transactions contemplated herein, or for the continued operation of the Company after the Closing Date on the basis as presently operated shall have been obtained including approval of the Corporate Actions by FINRA.

Section 6.07 Shareholder Report

PFH shall receive a shareholder's report reflective of all the Company shareholder's which does not exceed 100,016 shares of the Company common stock (after giving effect to the Reverse Stock Split) issued and outstanding as of the day prior to the Closing Date and no shares of preferred stock outstanding (except for the 2,000,000 shares of Series A Preferred Stock to be issued to Randy Romano and Vaughan Dugan as provided for in Section 6.08(h)).

Section 6.08 Other Items.

(a) The PFH Shareholders shall have received further opinions, documents, certificates, or instruments relating to the transactions contemplated hereby as PFH may reasonably request.

(b) This Agreement shall have been approved by PFH Shareholders holding at least 51% of the shares of PFH common stock.

(c) Appointment of Directors and Officers. The Company shall have appointed Randy Romano and Vaughan Dugan as directors of the Company.

(d) The Company shall have assumed the obligations of PFH under the June 1, 2013 Employment Agreements entered into between PFH and Mr. Dugan and PFH and Mr. Romano.

(e) David Kugelman shall have resigned as President, Chief Executive Officer and Director of the Company but shall remain as an advisor in a non-official capacity to assist in the transition pursuant to a written agreement which will include the duration of such assistance, a description of the services to be provided, and the amount of any compensation to be paid.

(f) The holders of the Company's convertible debt in the original principal amount of $65,600 (the "Convertible Debt") shall have entered into an amendment to their respective promissory notes that make up the Convertible Debt to provide for conversion of the Convertible Debt, plus accrued and unpaid interest, into 40,000,000 shares of the Company Common Stock after giving effect to the Reverse Stock Split (the "Convertible Note Amendment"). In addition, the Convertible Debt Amendment shall include a clause that states that the Company's sole obligation to satisfy the debt under the Convertible Debt is to issue shares of its Common Stock as provided for in the Convertible Debt instrument, as amended by the Convertible Note Amendment and the Company shall have no obligation to pay in cash the principal amount due, including accrued interest under the Convertible Debt.

(g) Messrs. Romano and Dugan will each have entered into a securities purchase agreement entitling each of them to purchase 21,441,366 shares of Company Common Stock (after giving effect to the Reverse Stock Split) at a price of $.0001 per share.

(h) Mr. Romano and Dugan will each have entered into a securities purchase agreement entitling each of them to purchase 1,000,000 shares of the Series A Preferred Stock at a price of $.0001 per share.

ARTICLE VII
MISCELLANEOUS

Section 7.01 Brokers.

The Company and PFH agree that there were no finders or brokers involved in bringing the parties together or who were instrumental in the negotiation, execution or consummation of this Agreement. The Company and PFH each agree to indemnify the other against any claim by any third person other than those described above for any commission, brokerage, or finder's fee arising from the transactions contemplated hereby based on any alleged agreement or understanding between the indemnifying party and such third person, whether express or implied from the actions of the indemnifying party.

Section 7.02 Governing Law.

This Agreement shall be governed by, enforced, and construed under and in accordance with the laws of the State of Florida, without giving effect to the principles of conflicts of law thereunder. Each of the parties (a) irrevocably consents and agrees that any legal or equitable action or proceedings arising under or in connection with this Agreement shall be brought exclusively in the state or federal courts of the United States with jurisdiction in Palm Beach County, Florida. By execution and delivery of this Agreement, each party hereto irrevocably submits to and accepts, with respect to any such action or proceeding, generally and unconditionally, the jurisdiction of the aforesaid courts, and irrevocably waives any and all rights such party may now or hereafter have to object to such jurisdiction.

Section 7.03 Notices.

Any notice or other communications required or permitted hereunder shall be in writing and shall be sufficiently given if personally delivered to it or sent by telecopy, overnight courier or registered mail or certified mail, postage prepaid, addressed as follows:

If to PFH, to:

Randy Romano, President
Pizza Fusion Holdings, Inc.
399 N.W. 2nd Ave., #216
Boca Raton, FL 33432

If to the Company, to:

David Kugelman, Chief Executive Officer
Kalahari Greentech, Inc.
235 Peachtree Street, Northeast, Suite 400
Atlanta, Georgia 30303

or such other addresses as shall be furnished in writing by any party in the manner for giving notices hereunder, and any such notice or communication shall be deemed to have been given (i) upon receipt, if personally delivered, (ii) on the day after dispatch, if sent by overnight courier, (iii) upon dispatch, if transmitted by telecopy and receipt is confirmed by telephone and (iv) three (3) days after mailing, if sent by registered or certified mail.

Section 7.04 Attorney's Fees.

In the event that either party institutes any action or suit to enforce this Agreement or to secure relief from any default hereunder or breach hereof, the prevailing party shall be reimbursed by the losing party for all costs, including reasonable attorney's fees, incurred in connection therewith and in enforcing or collecting any judgment rendered therein.

Section 7.05 Confidentiality.

Each party hereto agrees with the other that, unless and until the transactions contemplated by this Agreement have been consummated, it and its representatives will hold in strict confidence all data and information obtained with respect to another party or any subsidiary thereof from any representative, officer, director or employee, or from any books or records or from personal inspection, of such other party, and shall not use such data or information or disclose the same to others, except (i) to the extent such data or information is published, is a matter of public knowledge, or is required by law to be published; or (ii) to the extent that such data or information must be used or disclosed in order to consummate the transactions contemplated by this Agreement. In the event of the termination of this Agreement, each party shall return to the other party all documents and other materials obtained by it or on its behalf and shall destroy all copies, digests, work papers, abstracts or other materials relating thereto, and each party will continue to comply with the confidentiality provisions set forth herein.

Section 7.06 Public Announcements and Filings.

Unless required by applicable law or regulatory authority, none of the parties will issue any report, statement or press release to the general public, to the trade, to the general trade or trade press, or to any third party (other than its advisors and representatives in connection with the transactions contemplated hereby) or file any document, relating to this Agreement and the transactions contemplated hereby, except as may be mutually agreed by the parties. Copies of any such filings, public announcements or disclosures, including any announcements or disclosures mandated by law or regulatory authorities, shall be delivered to each party at least one (1) business day prior to the release thereof.

Section 7.07 Schedules; Knowledge.

Each party is presumed to have full knowledge of all information set forth in the other party's schedules delivered pursuant to this Agreement.

Section 7.08 Third Party Beneficiaries.

This contract is strictly between the Company, PFH Shareholders and PFH, and, except as specifically provided, no director, officer, stockholder (other than PFH Shareholders), employee, agent, independent contractor or any other person or entity shall be deemed to be a third party beneficiary of this Agreement.

Section 7.09 Expenses.

Subject to Section 7.04 above, whether or not the Exchange is consummated, each of the Company and PFH will bear their own respective expenses, including legal, accounting and professional fees, incurred in connection with the Exchange or any of the other transactions contemplated hereby.

Section 7.10 Entire Agreement.

This Agreement represents the entire agreement between the parties relating to the subject matter thereof and supersedes all prior agreements, understandings and negotiations, written or oral, with respect to such subject matter.

Section 7.11 Survival; Termination.

The representations, warranties, and covenants of the respective parties shall survive the Closing Date and the consummation of the transactions herein contemplated for a period of two years.

Section 7.12 Counterparts.

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which taken together shall be but a single instrument.

Section 7.13 Amendment or Waiver.

Every right and remedy provided herein shall be cumulative with every other right and remedy, whether conferred herein, at law, or in equity, and may be enforced concurrently herewith, and no waiver by any party of the performance of any obligation by the other shall be construed as a waiver of the same or any other default then, theretofore, or thereafter occurring or existing. At any time prior to the Closing Date, this Agreement may by amended by a writing signed by all parties hereto, with respect to any of the terms contained herein, and any term or condition of this Agreement may be waived or the time for performance may be extended by a writing signed by the party or parties for whose benefit the provision is intended.

Section 7.14 Best Efforts.

Subject to the terms and conditions herein provided, each party of PFH and the Company shall use its best efforts to perform or fulfill all conditions and obligations to be performed or fulfilled by it under this Agreement so that the transactions contemplated hereby shall be consummated as soon as practicable. Each party of PFH and the Company also agrees that it shall use its best efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper or advisable under applicable laws and regulations to consummate and make effective this Agreement and the transactions contemplated herein.

IN WITNESS WHEREOF, the corporate parties hereto have caused this Agreement to be executed by their respective officers, hereunto duly authorized, as of the date first-above written.

PIZZA FUSION HOLDINGS, INC.
A Florida corporation

By: */s/ Randy Romano*
Randy Romano, President

KALAHARI GREENTECH, INC.
A Nevada corporation

By: */s/ David Kugelman*
David Kugelman, Chief Executive Officer

EXHIBIT A

FORM OF WARRANT

NEITHER THIS SECURITY NOR THE SECURITIES FOR WHICH THIS SECURITY IS EXERCISABLE HAVE BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION OR THE SECURITIES COMMISSION OF ANY STATE IN RELIANCE UPON AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND, ACCORDINGLY, MAY NOT BE OFFERED OR SOLD EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OR PURSUANT TO AN AVAILABLE EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS AS EVIDENCED BY A LEGAL OPINION OF COUNSEL TO THE TRANSFEROR TO SUCH EFFECT, THE SUBSTANCE OF WHICH SHALL BE REASONABLY ACCEPTABLE TO THE COMPANY. THIS SECURITY AND THE SECURITIES ISSUABLE UPON EXERCISE OF THIS SECURITY MAY BE PLEDGED IN CONNECTION WITH A BONA FIDE MARGIN ACCOUNT OR OTHER LOAN SECURED BY SUCH SECURITIES.

COMMON STOCK PURCHASE WARRANT

(1) **PF HOSPITALITY GROUP, INC.**
(2)

(3) Warrant Shares: [_____] (4) Initial Exercise Date: January __, 2015

THIS COMMON STOCK PURCHASE WARRANT (the "Warrant") certifies that, for value received, _____ or its assigns (the "Holder") is entitled, upon the terms and subject to the limitations on exercise and the conditions hereinafter set forth, at any time on or after ___, 2015 (the "Initial Exercise Date") and on or prior to the close of business on ___, 2018 (the "Termination Date") but not thereafter, to subscribe for and purchase from PF HOSPITALITY GROUP, INC., a Nevada corporation (the "Company"), up to _____ shares (as subject to adjustment hereunder, the "Warrant Shares") of Common Stock. The purchase price of one share of Common Stock under this Warrant shall be equal to the Exercise Price, as defined in Section 2(b).

Section 1. Definitions. Capitalized terms used and not otherwise defined herein shall have the meanings set forth in that certain Share Exchange Agreement (the "Share Exchange Agreement"), dated ___, 2015, among the Company and the purchasers signatory thereto.

Section 2. Exercise.

a) Exercise of Warrant. Exercise of the purchase rights represented by this Warrant may be made, in whole or in part, at any time or times on or after the Initial Exercise Date and on or before the Termination Date by delivery to the Company (or such other office or agency of the Company as it may designate by notice in writing to the registered Holder at the address of the Holder appearing on the books of the Company) of a duly executed facsimile copy of the Notice of Exercise in the form annexed hereto and within ten (3) business days of the date said Notice of Exercise is delivered to the Company, the Company shall have received payment of the aggregate Exercise Price of the shares thereby purchased by wire transfer or cashier's check drawn on a United States bank. No ink-original Notice of Exercise shall be required, nor shall any medallion guarantee (or other type of guarantee or notarization) of any Notice of Exercise form be required. Notwithstanding anything herein to the contrary, the Holder shall not be required to physically surrender this Warrant to the Company until the Holder has purchased all of the Warrant Shares available hereunder and the Warrant has been exercised in full, in which case, the Holder shall surrender this Warrant to the Company for cancellation within ten (10) business days of the date the final Notice of Exercise is delivered to the Company. Partial exercises of this Warrant resulting in purchases of a portion of the total number of Warrant Shares available hereunder shall have the effect of lowering the outstanding number of Warrant Shares purchasable hereunder in an amount equal to the applicable number of Warrant Shares purchased. The Holder and the Company shall maintain records showing the number of Warrant Shares purchased and the date of such purchases. **The Holder and any assignee, by acceptance of this Warrant, acknowledge and agree that, by reason of the provisions of this paragraph, following the purchase of a portion of the Warrant Shares hereunder, the number of Warrant Shares available for purchase hereunder at any given time may be less than the amount stated on the face hereof.**

b) Exercise Price. The exercise price per share of the Common Stock under this Warrant shall be **$0.25**, subject to adjustment hereunder (the "Exercise Price").

c) Mechanics of Exercise.

i. Delivery of Warrant Shares Upon Exercise. Warrant Shares purchased hereunder shall be transmitted by the Transfer Agent to the Holder by crediting the account of the Holder's prime broker with The Depository Trust Company through its Deposit or Withdrawal at Custodian system ("DWAC") if the Company is then a participant in such system and either (A) there is an effective registration statement permitting the issuance of the Warrant Shares to or resale of the Warrant Shares by the Holder or (B) the shares are eligible for resale by the Holder pursuant to Rule 144, and otherwise by physical delivery to the address specified by the Holder in the Notice of Exercise.

ii. Delivery of New Warrants Upon Exercise. If this Warrant shall have been exercised in part, the Company shall, at the request of a Holder and upon surrender of this Warrant certificate, at the time of delivery of the Warrant Shares, deliver to the Holder a new Warrant evidencing the rights of the Holder to purchase the unpurchased Warrant Shares called for by this Warrant, which new Warrant shall in all other respects be identical with this Warrant.

iii. No Fractional Shares or Scrip. No fractional shares or scrip representing fractional shares shall be issued upon the exercise of this Warrant. As to any fraction of a share which the Holder would otherwise be entitled to purchase upon such exercise, the Company shall, at its election, either pay a cash adjustment in respect of such final fraction in an amount equal to such fraction multiplied by the Exercise Price or round up to the next whole share.

iv. Charges, Taxes and Expenses. Issuance of Warrant Shares shall be made without charge to the Holder for any issue or transfer tax or other incidental expense in respect of the issuance of Warrant Shares, all of which taxes and expenses shall be paid by the Company, and such Warrant Shares shall be issued in the name of the Holder or in such name or names as may be directed by the Holder; provided, however, that in the event that Warrant Shares are to be issued in a name other than the name of the Holder, this Warrant when surrendered for exercise shall be accompanied by the Assignment Form attached hereto duly executed by the Holder and the Company may require, as a condition thereto, the payment of a sum sufficient to reimburse it for any transfer tax incidental thereto.

v. Closing of Books. The Company will not close its stockholder books or records in any manner which prevents the timely exercise of this Warrant, pursuant to the terms hereof.

Section 3. Certain Adjustments.

a) Stock Dividends and Splits. If the Company, at any time while this Warrant is outstanding: (i) pays a stock dividend or otherwise makes a distribution or distributions on shares of its Common Stock or any other equity or equity equivalent securities payable in shares of Common Stock (which, for avoidance of doubt, shall not include any shares of Common Stock issued by the Company upon exercise of this Warrant), (ii) subdivides outstanding shares of Common Stock into a larger number of shares, (iii) combines (including by way of reverse stock split) outstanding shares of Common Stock into a smaller number of shares or (iv) issues by reclassification of shares of the Common Stock any shares of capital stock of the Company, then in each case the Exercise Price shall be multiplied by a fraction of which the numerator shall be the number of shares of Common Stock (excluding treasury shares, if any) outstanding immediately before such event and of which the denominator shall be the number of shares of Common Stock outstanding immediately after such event, and the number of shares issuable upon exercise of this Warrant shall be proportionately adjusted such that the aggregate Exercise Price of this Warrant shall remain unchanged. Any adjustment made pursuant to this Section 3(a) shall become effective immediately after the record date for the determination of stockholders entitled to receive such dividend or distribution and shall become effective immediately after the effective date in the case of a subdivision, combination or re-classification.

b) Pro Rata Distributions. During such time as this Warrant is outstanding, if the Company shall declare or make any dividend or other distribution of its assets (or rights to acquire its assets) to holders of shares of Common Stock, by way of return of capital or otherwise (including, without limitation, any distribution of cash, stock or other securities, property or options by way of a dividend, spin off, reclassification, corporate rearrangement, scheme of arrangement or other similar transaction) (a "Distribution"), at any time after the issuance of this Warrant, then, in each such case, the Holder shall be entitled to participate in such Distribution to the same extent that the Holder would have participated therein if the Holder had held the number of shares of Common Stock acquirable upon complete exercise of this Warrant (without regard to any limitations on exercise hereof, including without limitation, the Beneficial Ownership Limitation) immediately before the date of which a record is taken for such Distribution, or, if no such record is taken, the date as of which the record holders of shares of Common Stock are to be determined for the participation in such Distribution.

c) Calculations. All calculations under this Section 3 shall be made to the nearest cent or the nearest 1/100th of a share, as the case may be. For purposes of this Section 3, the number of shares of Common Stock deemed to be issued and outstanding as of a given date shall be the sum of the number of shares of Common Stock (excluding treasury shares, if any) issued and outstanding.

d) Notice to Holder.

i. Adjustment to Exercise Price. Whenever the Exercise Price is adjusted pursuant to any provision of this Section 3, the Company shall promptly mail to the Holder a notice setting forth the Exercise Price after such adjustment and any resulting adjustment to the number of Warrant Shares and setting forth a brief statement of the facts requiring such adjustment.

ii. Notice to Allow Exercise by Holder. If (A) the Company shall declare a dividend (or any other distribution in whatever form) on the Common Stock, (B) the Company shall declare a special nonrecurring cash dividend on or a redemption of the Common Stock, (C) the Company shall authorize the granting to all holders of the Common Stock rights or warrants to subscribe for or purchase any shares of capital stock of any class or of any rights, (D) the approval of any stockholders of the Company shall be required in connection with any reclassification of the Common Stock, any consolidation or merger to which the Company is a party, any sale or transfer of all or substantially all of the assets of the Company, or any compulsory share exchange whereby the Common Stock is converted into other securities, cash or property, or (E) the Company shall authorize the voluntary or involuntary dissolution, liquidation or winding up of the affairs of the Company, then, in each case, the Company shall cause to be mailed to the Holder at its last address as it shall appear upon the Warrant Register of the Company, at least 20 calendar days prior to the applicable record or effective date hereinafter specified, a notice stating (x) the date on which a record is to be taken for the purpose of such dividend, distribution, redemption, rights or warrants, or if a record is not to be taken, the date as of which the holders of the Common Stock of record to be entitled to such dividend, distributions, redemption, rights or warrants are to be determined or (y) the date on which such reclassification, consolidation, merger, sale, transfer or share exchange is expected to become effective or close, and the date as of which it is expected that holders of the Common Stock of record shall be entitled to exchange their shares of the Common Stock for securities, cash or other property deliverable upon such reclassification, consolidation, merger, sale, transfer or share exchange; provided that the failure to mail such notice or any defect therein or in the mailing thereof shall not affect the validity of the corporate action required to be specified in such notice.

Section 4. Transfer of Warrant.

a) Transferability. Subject to compliance with any applicable securities laws and the provisions of Section 1.14(f) of the Share Exchange Agreement, this Warrant and all rights hereunder (including, without limitation, any registration rights) are transferable, in whole or in part, upon surrender of this Warrant at the principal office of the Company or its designated agent, together with a written assignment of this Warrant substantially in the form attached hereto duly executed by the Holder or its agent or attorney and funds sufficient to pay any transfer taxes payable upon the making of such transfer. Upon such surrender and, if required, such payment, the Company shall execute and deliver a new Warrant or Warrants in the name of the assignee or assignees, as applicable, and in the denomination or denominations specified in such instrument of assignment, and shall issue to the assignor a new Warrant evidencing the portion of this Warrant not so assigned, and this Warrant shall promptly be cancelled. Notwithstanding anything herein to the contrary, the Holder shall not be required to physically surrender this Warrant to the Company unless the Holder has assigned this Warrant in full, in which case, the Holder shall surrender this Warrant to the Company within ten (10) business days of the date the Holder delivers an assignment form to the Company assigning this Warrant in full. The Warrant, if properly assigned in accordance herewith, may be exercised by a new holder for the purchase of Warrant Shares without having a new Warrant issued.

b) New Warrants. This Warrant may be divided or combined with other Warrants upon presentation hereof at the aforesaid office of the Company, together with a written notice specifying the names and denominations in which new Warrants are to be issued, signed by the Holder or its agent or attorney. Subject to compliance with Section 4(a), as to any transfer which may be involved in such division or combination, the Company shall execute and deliver a new Warrant or Warrants in exchange for the Warrant or Warrants to be divided or combined in accordance with such notice. All Warrants issued on transfers or exchanges shall be dated the Initial Exercise Date and shall be identical with this Warrant except as to the number of Warrant Shares issuable pursuant thereto.

c) Warrant Register. The Company shall register this Warrant, upon records to be maintained by the Company for that purpose (the "Warrant Register"), in the name of the record Holder hereof from time to time. The Company may deem and treat the registered Holder of this Warrant as the absolute owner hereof for the purpose of any exercise hereof or any distribution to the Holder, and for all other purposes, absent actual notice to the contrary.

d) Representation by the Holder. The Holder, by the acceptance hereof, represents and warrants that it is acquiring this Warrant and, upon any exercise hereof, will acquire the Warrant Shares issuable upon such exercise, for its own account and not with a view to or for distributing or reselling such Warrant Shares or any part thereof in violation of the Securities Act or any applicable state securities law, except pursuant to sales registered or exempted under the Securities Act.

Section 5. Miscellaneous.

a) No Rights as Stockholder Until Exercise. This Warrant does not entitle the Holder to any voting rights, dividends or other rights as a stockholder of the Company prior to the exercise hereof as set forth in Section 2(a), except as expressly set forth in Section 3.

b) Loss, Theft, Destruction or Mutilation of Warrant. The Company covenants that upon receipt by the Company of evidence reasonably satisfactory to it of the loss, theft, destruction or mutilation of this Warrant or any stock certificate relating to the Warrant Shares, and in case of loss, theft or destruction, of indemnity or security reasonably satisfactory to it (which, in the case of the Warrant, shall not include the posting of any bond), and upon surrender and cancellation of such Warrant or stock certificate, if mutilated, the Company will make and deliver a new Warrant or stock certificate of like tenor and dated as of such cancellation, in lieu of such Warrant or stock certificate.

c) Saturdays, Sundays, Holidays, etc. If the last or appointed day for the taking of any action or the expiration of any right required or granted herein shall not be a Business Day, then, such action may be taken or such right may be exercised on the next succeeding Business Day.

d) Authorized Shares.

i. The Company covenants that, during the period the Warrant is outstanding, it will reserve from its authorized and unissued Common Stock a sufficient number of shares to provide for the issuance of the Warrant Shares upon the exercise of any purchase rights under this Warrant. The Company further covenants that its issuance of this Warrant shall constitute full authority to its officers who are charged with the duty of issuing the necessary Warrant Shares upon the exercise of the purchase rights under this Warrant. The Company will take all such reasonable action as may be necessary to assure that such Warrant Shares may be issued as provided herein without violation of any applicable law or regulation. The Company covenants that all Warrant Shares which may be issued upon the exercise of the purchase rights represented by this Warrant will, upon exercise of the purchase rights represented by this Warrant and payment for such Warrant Shares in accordance herewith, be duly authorized, validly issued, fully paid and nonassessable and free from all taxes, liens and charges created by the Company in respect of the issue thereof (other than taxes in respect of any transfer occurring contemporaneously with such issue).

ii. Except and to the extent as waived or consented to by the Holder, the Company shall not by any action, including, without limitation, amending its articles of incorporation or through any reorganization, transfer of assets, consolidation, merger, dissolution, issue or sale of securities or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms of this Warrant, but will at all times in good faith assist in the carrying out of all such terms and in the taking of all such actions as may be necessary or appropriate to protect the rights of Holder as set forth in this Warrant against impairment. Without limiting the generality of the foregoing, the Company will (i) not increase the par value of any Warrant Shares above the amount payable therefor upon such exercise immediately prior to such increase in par value, (ii) take all such action as may be necessary or appropriate in order that the Company may validly and legally issue fully paid and nonassessable Warrant Shares upon the exercise of this Warrant and (iii) use commercially reasonable efforts to obtain all such authorizations, exemptions or consents from any public regulatory body having jurisdiction thereof, as may be, necessary to enable the Company to perform its obligations under this Warrant.

iii. Before taking any action which would result in an adjustment in the number of Warrant Shares for which this Warrant is exercisable or in the Exercise Price, the Company shall obtain all such authorizations or exemptions thereof, or consents thereto, as may be necessary from any public regulatory body or bodies having jurisdiction thereof.

e) Jurisdiction. All questions concerning the construction, validity, enforcement and interpretation of this Warrant shall be determined in accordance with the laws of the State of Nevada.

f) Restrictions. The Holder acknowledges that the Warrant Shares acquired upon the exercise of this Warrant, if not registered will have restrictions upon resale imposed by state and federal securities laws.

g) Nonwaiver and Expenses. No course of dealing or any delay or failure to exercise any right hereunder on the part of Holder shall operate as a waiver of such right or otherwise prejudice the Holder's rights, powers or remedies, notwithstanding the fact that all rights hereunder terminate on the Termination Date.

h) Notices. Any notice, request or other document required or permitted to be given or delivered to the Holder by the Company shall be delivered in accordance with the notice provisions of the Share Exchange Agreement.

i) Limitation of Liability. No provision hereof, in the absence of any affirmative action by the Holder to exercise this Warrant to purchase Warrant Shares, and no enumeration herein of the rights or privileges of the Holder, shall give rise to any liability of the Holder for the purchase price of any Common Stock or as a stockholder of the Company, whether such liability is asserted by the Company or by creditors of the Company.

j) Remedies. The Holder, in addition to being entitled to exercise all rights granted by law, including recovery of damages, will be entitled to specific performance of its rights under this Warrant. The Company agrees that monetary damages would not be adequate compensation for any loss incurred by reason of a breach by it of the provisions of this Warrant and hereby agrees to waive and not to assert the defense in any action for specific performance that a remedy at law would be adequate.

k) Successors and Assigns. Subject to applicable securities laws, this Warrant and the rights and obligations evidenced hereby shall inure to the benefit of and be binding upon the successors and permitted assigns of the Company and the successors and permitted assigns of Holder. The provisions of this Warrant are intended to be for the benefit of any Holder from time to time of this Warrant and shall be enforceable by the Holder or holder of Warrant Shares.

l) Amendment. This Warrant may be modified or amended or the provisions hereof waived with the written consent of the Company and the Holder.

m) Severability. Wherever possible, each provision of this Warrant shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Warrant shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Warrant.

n) Headings. The headings used in this Warrant are for the convenience of reference only and shall not, for any purpose, be deemed a part of this Warrant.

IN WITNESS WHEREOF, the Company has caused this Warrant to be executed by its officer thereunto duly authorized as of the date first above indicated.

(5) **PF HOSPITALITY GROUP, INC.**
(6)
(7)
(8) By: _____
(9) Name:
(10) Title:
(11)

NOTICE OF EXERCISE

(12) To: **PF HOSPITALITY GROUP, INC.**

(13) The undersigned hereby elects to purchase _____ Warrant Shares of the Company pursuant to the terms of the attached Warrant (only if exercised in full), and tenders herewith payment of the exercise price in full, together with all applicable transfer taxes, if any.

Payment shall take the form of lawful money of the United States.

(14) Please issue said Warrant Shares in the name of the undersigned or in such other name as is specified below:

_____

_____

_____

_____

[SIGNATURE OF HOLDER]

Name of Investing Entity: _____
Signature of Authorized Signatory of Investing Entity: _____
Name of Authorized Signatory: _____
Title of Authorized Signatory: _____
Date: _____

EXHIBIT B

ASSIGNMENT FORM

(15) *(To assign the foregoing Warrant, execute this form and supply required information. Do not use this form to purchase shares.)*

(16) FOR VALUE RECEIVED, the foregoing Warrant and all rights evidenced thereby are hereby assigned to

Name:

_____
(Please Print)

Address:

_____
(Please Print)

Dated: _____, _____
Holder's Signature:_____
Holder's Address:_____

EXHIBIT B

Form of Certificate of Designation of Preferences, Rights and Limitations of Series A Preferred Stock

AMENDED AND RESTATED ARTICLES OF INCORPORATION

OF

KALAHARI GREENTECH, INC.

Pursuant to NRS 78.403 under Nevada General Corporation Law (Title 7, Chapter 78 of the Nevada Revised Statutes), KALAHARI GREENTECH, INC., a Nevada corporation (the "Corporation") hereby amends and restates its Articles of Incorporation as follows:

ARTICLE I - NAME

The name of the corporation is **PF HOSPITALITY GROUP, INC.** (the "Corporation").

ARTICLE II - PURPOSE

The Corporation is organized for the purpose of engaging in any business, trade or activity which may be lawfully conducted or permitted by a corporation organized under Nevada General Corporation Law, Chapter 78 of the Nevada Revised Statutes. The Corporation also shall have the authority to engage in any and all such activities as are incidental or conducive to the attainment of the purpose or purposes of this Corporation.

ARTICLE III - DURATION

The duration of the Corporation's existence shall be perpetual.

ARTICLE IV - CAPITAL STOCK

Section 1. Authorized Capital Stock. The aggregate number of shares which the Corporation shall have the authority to issue is 520,000,000 shares, of which 500,000,000 shares shall be Common Stock, par value $.0001 per share (the "Common Stock"), and 20,000,000 shares shall be Preferred Stock, par value $.0001 per share (the "Preferred Stock").

Section 2. Preferred Stock. The Board of Directors is authorized at any time, and from time to time, to provide the for the issuance of shares of Preferred Stock in one or more series, and to determine the designations, preferences, limitations and relative or other rights of the Preferred Stock or any series thereof. For each series, the Board of directors shall determine, by resolution or resolutions adopted prior to the issuance of any shares thereof, the designations, preferences, limitations and relative or other rights thereof, including but not limited to the following relative rights and preferences, as to which there may be variations among different series:

(a) The rate and manner of payment of dividends, if any;

(b) Whether shares may be redeemed and, if so, the redemption price and the terms and conditions of redemption;

(c) The amount payable upon shares in the event of liquidation, dissolution or other winding-up of the Corporation;

(d) Sinking fund provisions, if any, for the redemption or purchase of shares;

(e) The terms and conditions, if any, on which shares may be converted or exchanged;

(f) Voting rights, if any; and

(g) Any other rights and preferences of such shares, to the full extent now or hereafter permitted by the laws of the State of Nevada.

The Board of Directors shall have the authority to determine the number of shares that will comprise each series.

Prior to the issuance of any shares of a series, but after adoption by the Board of Directors of the resolution establishing such series, the appropriate officers of the Corporation shall file such documents with the State of Nevada as may be required by law.

Section 3. Designation of Preferences, Rights and Limitations of Series A Convertible Preferred Stock.

There shall be a series of the voting preferred stock of the Company which shall be designated as the "Series A Preferred Stock," $0.0001 par value, and the number of shares constituting such series shall be 2,000,000. Such number of shares may be increased or decreased by resolution of the Board of Directors; provided, however, that no decrease shall reduce the number of shares of Series A Preferred Stock to a number less than that of the shares then outstanding plus the number of shares issuable upon exercise of outstanding rights, options or warrants or upon conversion of outstanding securities issued by the Company. The Series A Preferred Stock shall have the rights, preferences, restrictions and other terms relating to such series of preferred stock as set forth in the Certificate of Designation of Preferences, Rights and Limitations of Series A Preferred Stock attached hereto as Exhibit A and incorporated herein by reference.

Section 4. Stock Split. Upon the effective date of these Amended and Restated Articles of Incorporation, the number of issued and outstanding shares of the Company's common stock, $.0001 par value per share (the "Common Shares"), shall be split on the basis of two thousand (2,000) shares for each one (1) share issued and outstanding immediately prior to the effectiveness of these Amended and Restated Articles of Incorporation.

ARTICLE V - NO PREEMPTIVE RIGHTS

No preemptive rights to acquire additional securities issued by the Corporation shall exist with respect to shares of stock or securities convertible into shares of stock of the Corporation, except to the extent otherwise provided by contract.

ARTICLE VI - NO CUMULATIVE VOTING

At each election for directors, every stockholder entitled to vote at such election has the right to vote in person or by proxy the number of shares held by such stockholder for as many persons as there are directors to be elected. No cumulative voting for directors, however, shall be permitted.

ARTICLE VII - BOARD OF DIRECTORS

The business and affairs of the Corporation shall be managed under the direction of a Board of Directors which shall consist of not less than one person. The manner of election and qualifications shall be provided in the Bylaws of the Corporation. The exact number of directors shall be fixed from time to time by the Board of Directors pursuant to resolution adopted by a majority of the full Board of Directors.

ARTICLE VIII - BYLAWS

The Board of Directors shall have the power to adopt, amend or repeal the Bylaws or adopt new Bylaws. Nothing herein shall deny the concurrent power of the stockholders to adopt, alter, amend or repeal the Bylaws.

ARTICLE IX – CONTROL SHARE ACQUISITIONS

The provisions of NRS 78.378 to 78.3793, inclusive, are not applicable to the Corporation.

ARTICLE X - LIMITATION OF DIRECTORS' LIABILITY

A director shall have no liability to the Corporation or its stockholders for monetary damages for conduct as a director, except for acts or omissions that involve intentional misconduct by the director, or a knowing violation of law by the director, or for conduct violating NRS 78.138(7), or for any transaction from which the director will personally receive a benefit in money, property or services to which the director is not legally entitled. If Nevada General Corporation Law is hereafter amended to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director shall be eliminated or limited to the full extent permitted by Nevada General Corporation Law as so amended. Any repeal or modification of this Article shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification for or with respect to an act or omission of such director occurring prior to such repeal or modification.

ARTICLE XI - INDEMNIFICATION

Section 1. Right to Indemnification. Each person (including here and hereinafter, the heirs, executors, administrators or estate of such person) (1) who is or was a director or officer of the Corporation or who is or was serving at the request of the Corporation in the position of a director, officer, trustee, partner, agent or employee of another corporation, partnership, joint venture, trust or other enterprise, or (2) who is or was an agent or employee (other than an officer) of the Corporation and as to whom the Corporation has agreed to grant such indemnity, shall be indemnified by the Corporation as of right to the fullest extent permitted or authorized by current or future legislation or by current or future judicial or administrative decision (but, in the case of any future legislation or decision, only to the extent that it permits the Corporation to provide broader indemnification rights than permitted prior to the legislation or decision), against all fines, liabilities, settlements, costs and expenses, including attorneys' fees, asserted against him or incurred by him in his capacity as such director, officer, trustee, partner, agent or employee, or arising out of his status as such director, officer, trustee, partner, agent or employee. The foregoing right of indemnification shall not be exclusive of other rights to which those seeking indemnification may be entitled. The Corporation may maintain insurance, at its expense, to protect itself and any such person against any such fine, liability, cost or expense, including attorney's fees, whether or not the Corporation would have the legal power to directly indemnify him against such liability.

Section 2. Advances. Costs, charges and expenses (including attorneys' fees) incurred by a person referred to in Section 1 of this Article XI in defending a civil or criminal suit, action or proceeding may be paid (and, in the case of directors and officers of the Corporation, shall be paid) by the Corporation in advance of the final disposition thereof upon receipt of an undertaking to repay all amounts advanced if it is ultimately determined that the person is not entitled to be indemnified by the Corporation as authorized by this Article XI, and upon satisfaction of other conditions established from time to time by the Board of Directors or which may be required by current or future legislation (but, with respect to future legislation, only to the extent that it provides conditions less burdensome than those previously provided).

Section 3. Savings Clause. If this Article XI or any portion of it is invalidated on any ground by a court of competent jurisdiction, the Corporation shall nevertheless indemnify each director and officer of the Corporation to the fullest extent permitted by all portions of this Article VI that has not been invalidated and to the fullest extent permitted by law.

Effective Date. The effective date of these Amended and Restated Articles of Incorporation shall be the close of business on May 26, 2015.

Adoption of Amendment. The foregoing Amend and Restated Articles of Incorporation was approved by the Board of Directors of the Corporation by unanimous written consent in lieu of meeting on May 26, 2015.

The Amended and Restated Articles of Incorporation were approved by the written consent of holders of a majority of our outstanding common stock, our only voting group, on May 26, 2015. The number of votes cast for the amendment was sufficient for approval by holders of common stock, our only voting group.

IN WITNESS WHEREOF, the undersigned has executed these Amended and Restated Articles of Incorporation as of May 26, 2015.

KALAHARI GREENTECH, INC.

By: */s/ David L. Kugelman*
Name: David L. Kugelman
Title: Chief Executive Officer

EXHIBIT A

**CERTIFICATE OF DESIGNATION OF PREFERENCES,
RIGHTS AND LIMITATIONS
OF
SERIES A PREFERRED STOCK**

By resolution of the Board of Directors of the Company pursuant to the provisions in the Company's Amended and Restated Articles of Incorporation (the "Articles"), this certificate establishes the following regarding the voting powers, designations, preferences, limitations, restrictions and relative rights of the Series A Preferred Stock:

Section 1. Designation and Amount.

There shall be a series of the voting preferred stock of the Company which shall be designated as the "Series A Preferred Stock," $0.0001 par value, and the number of shares constituting such series shall be two million (2,000,000). Such number of shares may be increased or decreased by resolution of the Board of Directors; provided, however, that no decrease shall reduce the number of shares of Series A Preferred Stock to a number less than that of the shares then outstanding plus the number of shares issuable upon exercise of outstanding rights, options or warrants or upon conversion of outstanding securities issued by the Company.

Section 2. Dividends and Distributions. None.

Section 3. Voting Rights.

The holders of shares of Series A Preferred Stock shall have the following voting rights:

(a) Each share of Series A Preferred Stock shall entitle the holder thereof to 125 votes on all matters submitted to a vote of the stockholders of the Company.

(b) Except as otherwise provided herein, in the Company's Articles or by law, the holders of shares of Series A Preferred Stock, the holders of shares of Common Stock, and the holders of shares of any other capital stock of the Company having general voting rights shall vote together as one class on all matters submitted to a vote of stockholders of the Company.

Section 4. Conversion. The holders of the Series A Preferred Stock shall not have any conversion rights.

KALAHARI GREENTECH, INC.

Merger Agreement

PFH Schedules

Schedule 1.06

Options or Warrants

Warrants to purchase 2,385,730 shares of PFH common stock as follows:

Pizza Fusion Holdings, Inc.
Eligible Warrants & Options
5/22/2015

Name	Number Outstanding	Exercise Price Per Share	Expiration Date
Anja Eckbo	27,000	$ 1.44	11/3/2017
Carl Crowe	3,000	$ 1.44	4/17/2017
Carl Crowe	1,500	$ 1.44	2/25/2018
Chris Moyer	10,000	$ 0.05	1/17/2017
Dakotaco, LLC	6,000	$ 1.56	2/10/2020
David Ort	1,500	$ 1.44	9/3/2017
James Sullivan	3,000	$ 1.44	4/7/2017
Jason & Roxanne Abbott	4,500	$ 1.44	5/5/2017
Jerome Rubin (Revocable Trust)	4,500	$ 1.44	2/25/2018
Joseph Baldassarra	57,500	$ 1.44	4/30/2018
Larry Christofferson	45,000	$ 1.44	5/21/2017
Larry DeVries	50,000	$ 0.05	1/16/2022
Larry Zwain	10,000	$ 0.05	1/17/2017
La Salle Street Securities, LLC	58,500	$ 1.44	11/30/2018
Linda & Herrick Wilson	15,000	$ 2.00	5/10/2019
Louis Trillo	9,000	$ 1.44	11/3/2017
Nancy Griffith	7,692	$ 1.56	4/6/2020
PF Program Partnership, LP	61,538	$ 1.56	6/29/2017
PF Program Partnership, LP	1,800,000	$ 1.44	9/16/2018
Randy Romano	100,000	$ 2.00	7/2/2017
Ronald J. Francesangelo and Richard J. Francesangelo, as Co-Trustees of The Francesangelo Family Keystone Trust dated January 21, 2015	6,000	$ 2.00	4/24/2017
Rosemary Hink	1,500	$ 1.44	1/5/2018
Vaughan Dugan	100,000	$ 2.00	7/2/2017
William Ford	3,000	$ 1.44	9/30/2017
Total Eligible Warrants	**2,385,730**		

Schedule 1.08

Litigation

None.

Schedule 1.09

Contracts

June 1, 2013 Employment Agreements entered into between PFH and Mr. Dugan and PFH and Mr. Romano.

Schedule 2.06

Options or Warrants

The holders of the Company's convertible debt in the original principal amount of $65,600 (the "Convertible Debt") shall have entered into an amendment to their respective promissory notes that make up the Convertible Debt to provide for conversion of the Convertible Debt, plus accrued and unpaid interest, into 40,000,000 shares of the Company Common Stock after giving effect to the Reverse Stock Split (the "Convertible Note Amendment"). In addition, the Convertible Debt Amendment shall include a clause that states that the Company's sole obligation to satisfy the debt under the Convertible Debt is to issue shares of its Common Stock as provided for in the Convertible Debt instrument, as amended by the Convertible Note Amendment and the Company shall have no obligation to pay in cash the principal amount due, including accrued interest under the Convertible Debt.

AMENDED AND RESTATED ARTICLES OF INCORPORATION

OF

KALAHARI GREENTECH, INC.

Pursuant to NRS 78.403 under Nevada General Corporation Law (Title 7, Chapter 78 of the Nevada Revised Statutes), KALAHARI GREENTECH, INC., a Nevada corporation (the "Corporation") hereby amends and restates its Articles of Incorporation as follows:

ARTICLE I - NAME

The name of the corporation is **PF HOSPITALITY GROUP, INC.** (the "Corporation").

ARTICLE II - PURPOSE

The Corporation is organized for the purpose of engaging in any business, trade or activity which may be lawfully conducted or permitted by a corporation organized under Nevada General Corporation Law, Chapter 78 of the Nevada Revised Statutes. The Corporation also shall have the authority to engage in any and all such activities as are incidental or conducive to the attainment of the purpose or purposes of this Corporation.

ARTICLE III - DURATION

The duration of the Corporation's existence shall be perpetual.

ARTICLE IV - CAPITAL STOCK

Section 1. Authorized Capital Stock. The aggregate number of shares which the Corporation shall have the authority to issue is 520,000,000 shares, of which 500,000,000 shares shall be Common Stock, par value $.0001 per share (the "Common Stock"), and 20,000,000 shares shall be Preferred Stock, par value $.0001 per share (the "Preferred Stock").

Section 2. Preferred Stock. The Board of Directors is authorized at any time, and from time to time, to provide the for the issuance of shares of Preferred Stock in one or more series, and to determine the designations, preferences, limitations and relative or other rights of the Preferred Stock or any series thereof. For each series, the Board of directors shall determine, by resolution or resolutions adopted prior to the issuance of any shares thereof, the designations, preferences, limitations and relative or other rights thereof, including but not limited to the following relative rights and preferences, as to which there may be variations among different series:

(a) The rate and manner of payment of dividends, if any;

(b) Whether shares may be redeemed and, if so, the redemption price and the terms and conditions of redemption;

(c) The amount payable upon shares in the event of liquidation, dissolution or other winding-up of the Corporation;

(d) Sinking fund provisions, if any, for the redemption or purchase of shares;

(e) The terms and conditions, if any, on which shares may be converted or exchanged;

(f) Voting rights, if any; and

(g) Any other rights and preferences of such shares, to the full extent now or hereafter permitted by the laws of the State of Nevada.

The Board of Directors shall have the authority to determine the number of shares that will comprise each series.

Prior to the issuance of any shares of a series, but after adoption by the Board of Directors of the resolution establishing such series, the appropriate officers of the Corporation shall file such documents with the State of Nevada as may be required by law.

Section 3. Designation of Preferences, Rights and Limitations of Series A Convertible Preferred Stock.

There shall be a series of the voting preferred stock of the Company which shall be designated as the "Series A Preferred Stock," $0.0001 par value, and the number of shares constituting such series shall be 2,000,000. Such number of shares may be increased or decreased by resolution of the Board of Directors; provided, however, that no decrease shall reduce the number of shares of Series A Preferred Stock to a number less than that of the shares then outstanding plus the number of shares issuable upon exercise of outstanding rights, options or warrants or upon conversion of outstanding securities issued by the Company. The Series A Preferred Stock shall have the rights, preferences, restrictions and other terms relating to such series of preferred stock as set forth in the Certificate of Designation of Preferences, Rights and Limitations of Series A Preferred Stock attached hereto as Exhibit A and incorporated herein by reference.

Section 4. Stock Split. Upon the effective date of these Amended and Restated Articles of Incorporation, the number of issued and outstanding shares of the Company's common stock, $.0001 par value per share (the "Common Shares"), shall be split on the basis of two thousand (2,000) shares for each one (1) share issued and outstanding immediately prior to the effectiveness of these Amended and Restated Articles of Incorporation.

ARTICLE V - NO PREEMPTIVE RIGHTS

No preemptive rights to acquire additional securities issued by the Corporation shall exist with respect to shares of stock or securities convertible into shares of stock of the Corporation, except to the extent otherwise provided by contract.

ARTICLE VI - NO CUMULATIVE VOTING

At each election for directors, every stockholder entitled to vote at such election has the right to vote in person or by proxy the number of shares held by such stockholder for as many persons as there are directors to be elected. No cumulative voting for directors, however, shall be permitted.

ARTICLE VII - BOARD OF DIRECTORS

The business and affairs of the Corporation shall be managed under the direction of a Board of Directors which shall consist of not less than one person. The manner of election and qualifications shall be provided in the Bylaws of the Corporation. The exact number of directors shall be fixed from time to time by the Board of Directors pursuant to resolution adopted by a majority of the full Board of Directors.

ARTICLE VIII - BYLAWS

The Board of Directors shall have the power to adopt, amend or repeal the Bylaws or adopt new Bylaws. Nothing herein shall deny the concurrent power of the stockholders to adopt, alter, amend or repeal the Bylaws.

ARTICLE IX - CONTROL SHARE ACQUISITIONS

The provisions of NRS 78.378 to 78.3793, inclusive, are not applicable to the Corporation.

ARTICLE X - LIMITATION OF DIRECTORS' LIABILITY

A director shall have no liability to the Corporation or its stockholders for monetary damages for conduct as a director, except for acts or omissions that involve intentional misconduct by the director, or a knowing violation of law by the director, or for conduct violating NRS 78.138(7), or for any transaction from which the director will personally receive a benefit in money, property or services to which the director is not legally entitled. If Nevada General Corporation Law is hereafter amended to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director shall be eliminated or limited to the full extent permitted by Nevada General Corporation Law as so amended. Any repeal or modification of this Article shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification for or with respect to an act or omission of such director occurring prior to such repeal or modification.

ARTICLE XI - INDEMNIFICATION

Section 1. Right to Indemnification. Each person (including here and hereinafter, the heirs, executors, administrators or estate of such person) (1) who is or was a director or officer of the Corporation or who is or was serving at the request of the Corporation in the position of a director, officer, trustee, partner, agent or employee of another corporation, partnership, joint venture, trust or other enterprise, or (2) who is or was an agent or employee (other than an officer) of the Corporation and as to whom the Corporation has agreed to grant such indemnity, shall be indemnified by the Corporation as of right to the fullest extent permitted or authorized by current or future legislation or by current or future judicial or administrative decision (but, in the case of any future legislation or decision, only to the extent that it permits the Corporation to provide broader indemnification rights than permitted prior to the legislation or decision), against all fines, liabilities, settlements, costs and expenses, including attorneys' fees, asserted against him or incurred by him in his capacity as such director, officer, trustee, partner, agent or employee, or arising out of his status as such director, officer, trustee, partner, agent or employee. The foregoing right of indemnification shall not be exclusive of other rights to which those seeking indemnification may be entitled. The Corporation may maintain insurance, at its expense, to protect itself and any such person against any such fine, liability, cost or expense, including attorney's fees, whether or not the Corporation would have the legal power to directly indemnify him against such liability.

Section 2. Advances. Costs, charges and expenses (including attorneys' fees) incurred by a person referred to in Section 1 of this Article XI in defending a civil or criminal suit, action or proceeding may be paid (and, in the case of directors and officers of the Corporation, shall be paid) by the Corporation in advance of the final disposition thereof upon receipt of an undertaking to repay all amounts advanced if it is ultimately determined that the person is not entitled to be indemnified by the Corporation as authorized by this Article XI, and upon satisfaction of other conditions established from time to time by the Board of Directors or which may be required by current or future legislation (but, with respect to future legislation, only to the extent that it provides conditions less burdensome than those previously provided).

Section 3. Savings Clause. If this Article XI or any portion of it is invalidated on any ground by a court of competent jurisdiction, the Corporation shall nevertheless indemnify each director and officer of the Corporation to the fullest extent permitted by all portions of this Article VI that has not been invalidated and to the fullest extent permitted by law.

Effective Date. The effective date of these Amended and Restated Articles of Incorporation shall be the close of business on May 26, 2015.

Adoption of Amendment. The foregoing Amend and Restated Articles of Incorporation was approved by the Board of Directors of the Corporation by unanimous written consent in lieu of meeting on May 26, 2015.

The Amended and Restated Articles of Incorporation were approved by the written consent of holders of a majority of our outstanding common stock, our only voting group, on May 26, 2015. The number of votes cast for the amendment was sufficient for approval by holders of common stock, our only voting group.

IN WITNESS WHEREOF, the undersigned has executed these Amended and Restated Articles of Incorporation as of May 26, 2015.

KALAHARI GREENTECH, INC.

By: */s/ David L. Kugelman*
Name: David L. Kugelman
Title: Chief Executive Officer

EXHIBIT A

**CERTIFICATE OF DESIGNATION OF PREFERENCES,
RIGHTS AND LIMITATIONS
OF
SERIES A PREFERRED STOCK**

By resolution of the Board of Directors of the Company pursuant to the provisions in the Company's Amended and Restated Articles of Incorporation (the "Articles"), this certificate establishes the following regarding the voting powers, designations, preferences, limitations, restrictions and relative rights of the Series A Preferred Stock:

Section 1. Designation and Amount.

There shall be a series of the voting preferred stock of the Company which shall be designated as the "Series A Preferred Stock," $0.0001 par value, and the number of shares constituting such series shall be two million (2,000,000). Such number of shares may be increased or decreased by resolution of the Board of Directors; provided, however, that no decrease shall reduce the number of shares of Series A Preferred Stock to a number less than that of the shares then outstanding plus the number of shares issuable upon exercise of outstanding rights, options or warrants or upon conversion of outstanding securities issued by the Company.

Section 2. Dividends and Distributions. None.

Section 3. Voting Rights.

The holders of shares of Series A Preferred Stock shall have the following voting rights:

(a) Each share of Series A Preferred Stock shall entitle the holder thereof to 125 votes on all matters submitted to a vote of the stockholders of the Company.

(b) Except as otherwise provided herein, in the Company's Articles or by law, the holders of shares of Series A Preferred Stock, the holders of shares of Common Stock, and the holders of shares of any other capital stock of the Company having general voting rights shall vote together as one class on all matters submitted to a vote of stockholders of the Company.

Section 4. Conversion. The holders of the Series A Preferred Stock shall not have any conversion rights.

Exhibit 3.2

BYLAWS

OF

TOMI HOLDINGS INC.

(A NEVADA CORPORATION)

ARTICLE I OFFICES

Section 1. Registered Office. The registered office of **TOMI HOLDINGS INC.** (the "Corporation") in the State of Nevada shall be in the City of Las Vegas, State of Nevada.

Section 2. Other Offices. The Corporation shall also have and maintain an office or principal place of business at such place as may be fixed by the Board of Directors, and may also have offices at such other places, both within and without the State of Nevada as the Board of Directors may from time to time determine or the business of the Corporation may require.

ARTICLE II CORPORATE SEAL

Section 3. Corporate Seal. The corporate seal shall consist of a die bearing the name of the Corporation and the inscription, "Corporate Seal- Nevada." Said seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

ARTICLE III STOCKHOLDERS' MEETINGS

Section 4. Place of Meetings. Meetings of the stockholders of the Corporation shall be held at such place, either within or without the State of Nevada, as may be designated from time to time by the Board of Directors, or, if not so designated, then at the office of the Corporation required to be maintained pursuant to Section 2 hereof.

Section 5. Annual Meeting.

(a) The annual meeting of the stockholders of the Corporation, for the purpose of election of directors and for such other business as may lawfully come before it, shall be held on such date and at such time as may be designated from time to time by the Board of Directors.

(b) At an annual meeting of the stockholders, only such business shall be conducted as shall have been properly brought before the meeting. To be properly brought before an annual meeting, business must be: (A) specified in the notice of meeting (or any supplement thereto) given by or at the direction of the Board of Directors, (B) otherwise properly brought before the meeting by or at the direction of the Board of Directors, or (C) otherwise properly brought before the meeting by a stockholder. For business to be properly brought before an annual meeting by a stockholder, the stockholder must have given timely notice thereof in writing to the Secretary of the Corporation. To be timely, a stockholder's notice must be delivered to or mailed and received at the principal executive offices of the Corporation not later than the close of business on the sixtieth (60th) day nor earlier than the close of business on the ninetieth (90th) day prior to the first anniversary of the preceding year's annual meeting; provided, however, that in the event that no annual meeting was held in the previous year or the date of the annual meeting has been changed by more than thirty (30) days from the date contemplated at the time of the previous year's proxy statement, notice by the stockholder to be timely must be so received not earlier than the close of business on the ninetieth (90th) day prior to such annual meeting and not later than the close of business on the later of the sixtieth (60th) day prior to such annual meeting or, in the event public announcement of the date of such annual meeting is first made by the Corporation fewer than seventy (70) days prior to the date of such annual meeting, the close of business on the tenth (10th) day following the day on which public announcement of the date of such meeting is first made by the Corporation. A stockholder's notice to the Secretary shall set forth as to each matter the stockholder proposes to bring before the annual meeting: (i) a brief description of the business desired to be brought before the annual meeting and the reasons for conducting such business at the annual meeting, (ii) the name and address, as they appear on the Corporation's books, of the stockholder proposing such business, (iii) the class and number of shares of the Corporation which are beneficially owned by the stockholder, (iv) any material interest of the stockholder in such business and (v) any other information that is required to be provided by the stockholder pursuant to Regulation 14A under the Securities Exchange Act of 1934, as amended (the "1934 Act"), in his capacity as a proponent to a stockholder proposal. Notwithstanding the foregoing, in order to include information with respect to a stockholder proposal in the proxy statement and form of proxy for a stockholder's meeting, stockholders must provide notice as required by the regulations promulgated under the 1934 Act. Notwithstanding anything in these Bylaws to the contrary, no business shall be conducted at any annual meeting except in accordance with the procedures set forth in this paragraph (b). The chairman of the annual meeting shall, if the facts warrant, determine and declare at the meeting that business was not properly brought before the meeting and in accordance with the provisions of this paragraph (b), and, if he should so determine, he shall so declare at the meeting that any such business not properly brought before the meeting shall not be transacted.

(c) Only persons who are confirmed in accordance with the procedures set forth in this paragraph (c) shall be eligible for election as directors. Nominations of persons for election to the Board of Directors of the Corporation may be made at a meeting of stockholders by or at the direction of the Board of Directors or by any stockholder of the Corporation entitled to vote in the election of directors at the meeting who complies with the notice procedures set forth in this paragraph (c). Such nominations, other than those made by or at the direction of the Board of Directors, shall be made pursuant to timely notice in writing to the Secretary of the Corporation in accordance with the provisions of paragraph (b) of this Section 5. Such stock-holder's notice shall set forth (i) as to each person, if any, whom the stockholder proposes to nominate for election or re-election as a director: (A) the name, age, business address and residence address of such person, (B) the principal occupation or employment of such person, (c) the class and number of shares of the Corporation which are beneficially owned by such person, (D) a description of all arrangements or understandings between the stockholder and each nominee and any other person or persons (naming such person or persons) pursuant to which the nominations are to be made by the stockholder, and (E) any other information relating to such person that is required to be disclosed in solicitations of proxies for election of directors, or is otherwise required, in each case pursuant to Regulation 14A under the 1934 Act (including without limitation such person's written consent to being named in the proxy statement, if any, as a nominee and to serving as a director if elected); and (ii) as to such stockholder giving notice, the information required to be provided pursuant to paragraph (b) of this Section 5. At the request of the Board of Directors, any person nominated by a stockholder for election as a director shall furnish to the Secretary of the Corporation that information required to be set forth in the stockholder's notice of nomination which pertains to the nominee. No person shall be eligible for election as a director of the Corporation unless nominated in accordance with the procedures set forth in this paragraph (c). The chairman of the meeting shall, if the facts warrant, determine and declare at the meeting that a nomination was not made in accordance with the procedures prescribed by these Bylaws, and if he should so determine, he shall so declare at the meeting, and the defective nomination shall be disregarded.

(d) For purposes of this Section 5, "public announcement" shall mean disclosure in a press release reported by the Dow Jones News Service, Associated Press or comparable national news service or in a document publicly filed by the Corporation with the Securities and Exchange Commission pursuant to Section 13, 14 or 15(d) of the Exchange Act.

Section 6. Special Meetings.

(a) Special meetings of the stockholders of the Corporation may be called, for any purpose or purposes, by (i) the Chairman of the Board of Directors, (ii) the Chief Executive Officer, or (iii) the Board of Directors pursuant to a resolution adopted by a majority of the total number of authorized directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption), and shall be held at such place, on such date, and at such time as the Board of Directors, shall determine.

(b) If a special meeting is called by any person or persons other than the Board of Directors, the request shall be in writing, specifying the general nature of the business proposed to be transacted, and shall be delivered personally or sent by registered mail or by tele-graphic or other facsimile transmission to the Chairman of the Board of Directors, the Chief Executive Officer, or the Secretary of the Corporation. No business may be transacted at such special meeting otherwise than specified in such notice. The Board of Directors shall determine the time and place of such special meeting, which shall be held not less than thirty-five (35) nor more than one hundred twenty (120) days after the date of the receipt of the request. Upon determination of the time and place of the meeting, the officer receiving the request shall cause notice to be given to the stockholders entitled to vote, in accordance with the provisions of Section 7 of these Bylaws. If the notice is not given within sixty (60) days after the receipt of the request, the person or persons requesting the meeting may set the time and place of the meeting and give the notice. Nothing contained in this paragraph (b) shall be construed as limiting, fixing, or affecting the time when a meeting of stockholders called by action of the Board of Directors may be held.

Section 7. Notice of Meetings. Except as otherwise provided by law or the Articles of Incorporation, written notice of each meeting of stockholders shall be given not less than ten (10) nor more than sixty (60) days before the date of the meeting to each stockholder entitled to vote at such meeting, such notice to specify the place, date and hour and purpose or purposes of the meeting. Notice of the time, place and purpose of any meeting of stockholders may be waived in writing, signed by the person entitled to notice thereof, either before or after such meeting, and will be waived by any stockholder by his attendance thereat in person or by proxy, except when the stockholder attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened. Any stockholder so waiving notice of such meeting shall be bound by the proceedings of any such meeting in all respects as if due notice thereof had been given.

Section 8. Quorum. At all meetings of stockholders, except where otherwise provided by statute or by the Articles of Incorporation, or by these Bylaws, the presence, in person or by proxy duly authorized, of the holder or holders of not less than one percent (1%) of the outstanding shares of stock entitled to vote shall constitute a quorum for the transaction of business. In the absence of a quorum, any meeting of stockholders may be adjourned, from time to time, either by the chairman of the meeting or by vote of the holders of a majority of the shares represented thereat, but no other business shall be transacted at such meeting. The stockholders present at a duly called or convened meeting, at which a quorum is present, may continue to transact business until adjournment, notwithstanding the withdrawal of enough stockholders to leave less than a quorum. Except as otherwise provided by law, the Articles of Incorporation or these Bylaws, all action taken by the holders of a majority of the votes cast, excluding abstentions, at any meeting at which a quorum is present shall be valid and binding upon the Corporation; provided, however, that directors shall be elected by a plurality of the votes of the shares present in person or represented by proxy at the meeting and entitled to vote on the election of directors. Where a separate vote by a class or classes or series is required, except where otherwise provided by the statute or by the Articles of Incorporation or these Bylaws, a majority of the outstanding shares of such class or classes or series, present in person or represented by proxy, shall constitute a quorum entitled to take action with respect to that vote on that matter and, except where otherwise provided by the statute or by the Articles of Incorporation or these Bylaws, the affirmative vote of the majority (plurality, in the case of the election of directors) of the votes cast, including abstentions, by the holders of shares of such class or classes or series shall be the act of such class or classes or series.

Section 9. Adjournment and Notice of Adjourned Meetings. Any meeting of stockholders, whether annual or special, may be adjourned from time to time either by the chairman of the meeting or by the vote of a majority of the shares casting votes, excluding abstentions. When a meeting is adjourned to another time or place, notice need not be given of the adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken. At the adjourned meeting, the Corporation may transact any business which might have been transacted at the original meeting. If the adjournment is for more than thirty (30) days or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting.

Section 10. Voting Rights. For the purpose of determining those stockholders entitled to vote at any meeting of the stockholders, except as otherwise provided by law, only persons in whose names shares stand on the stock records of the Corporation on the record date, as provided in Section 12 of these Bylaws, shall be entitled to vote at any meeting of stockholders. Every person entitled to vote shall have the right to do so either in person or by an agent or agents authorized by a proxy granted in accordance with Nevada law. An agent so appointed need not be a stockholder. No proxy shall be voted after three (3) years from its date of creation unless the proxy provides for a longer period.

Section 11. Joint Owners of Stock. If shares or other securities having voting power stand of record in the names of two (2) or more persons, whether fiduciaries, members of a partnership, joint tenants, tenants in common, tenants by the entirety, or otherwise, or if two (2) or more persons have the same fiduciary relationship respecting the same shares, unless the Secretary is given written notice to the contrary and is furnished with a copy of the instrument or order appointing them or creating the relationship wherein it is so provided, their acts with respect to voting shall have the following effect: (a) if only one (1) votes, his act binds all; (b) if more than one (1) votes, the act of the majority so voting binds all; (c) if more than one (1) votes, but the vote is evenly split on any particular matter, each faction may vote the securities in question proportionally, or may apply to the Nevada Court of Chancery for relief as provided in the General Corporation Law of Nevada, Section 217(b). If the instrument filed with the Secretary shows that any such tenancy is held in unequal interests, a majority or even-split for the purpose of subsection (c) shall be a majority or even-split in interest.

Section 12. List of Stockholders. The Secretary shall prepare and make, at least ten (10) days before every meeting of stockholders, a complete list of the stockholders entitled to vote at said meeting, arranged in alphabetical order, showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not specified, at the place where the meeting is to be held. The list shall be produced and kept at the time and place of meeting during the whole time thereof and may be inspected by any stockholder who is present.

Section 13. Action Without Meeting. No action shall be taken by the stockholders except at an annual or special meeting of stockholders called in accordance with these Bylaws, or by the written consent of the shareholders in accordance with Chapter 78 of the Nevada Revised Statutes.

Section 14. Organization.

(a) At every meeting of stockholders, the Chairman of the Board of Directors, or, if a Chairman has not been appointed or is absent, the President, or, if the President is absent, a chairman of the meeting chosen by a majority in interest of the stockholders entitled to vote, present in person or by proxy, shall act as chairman. The Secretary, or, in his absence, an Assistant Secretary directed to do so by the President, shall act as secretary of the meeting.

(b) The Board of Directors of the Corporation shall be entitled to make such rules or regulations for the conduct of meetings of stockholders as it shall deem necessary, appropriate or convenient. Subject to such rules and regulations of the Board of Directors, if any, the chairman of the meeting shall have the right and authority to prescribe such rules, regulations and procedures and to do all such acts as, in the judgment of such chairman, are necessary, appropriate or convenient for the proper conduct of the meeting, including, without limitation, establishing an agenda or order of business for the meeting, rules and procedures for maintaining order at the meeting and the safety of those present, limitations on participation in such meeting to stockholders of record of the Corporation and their duly authorized and constituted proxies and such other persons as the chairman shall permit, restrictions on entry to the meeting after the time fixed for the commencement thereof, limitations on the time allotted to questions or comments by participants and regulation of the opening and closing of the polls for balloting on matters which are to be voted on by ballot. Unless and to the extent determined by the Board of Directors or the chairman of the meeting, meetings of stockholders shall not be required to be held in accordance with rules of parliamentary procedure.

ARTICLE IV DIRECTORS

Section 15. Number and Qualification. The authorized number of directors of the Corporation shall be not less than one (1) nor more than twelve as fixed from time to time by resolution of the Board of Directors; provided that no decrease in the number of directors shall shorten the term of any incumbent directors. Directors need not be stockholders unless so required by the Articles of Incorporation. If for any cause, the directors shall not have been elected at an annual meeting, they may be elected as soon thereafter as convenient at a special meeting of the stockholders called for that purpose in the manner provided in these Bylaws.

Section 16. Powers. The powers of the Corporation shall be exercised, its business conducted and its property controlled by the Board of Directors, except as may be otherwise provided by statute or by the Articles of Incorporation.

Section 17. Election and Term of Office of Directors. Members of the Board of Directors shall hold office for the terms specified in the Articles of Incorporation, as it may be amended from time to time, and until their successors have been elected as provided in the Articles of Incorporation.

Section 18. Vacancies. Unless otherwise provided in the Articles of Incorporation, any vacancies on the Board of Directors resulting from death, resignation, disqualification, removal or other causes and any newly created directorships resulting from any increase in the number of directors, shall unless the Board of Directors determines by resolution that any such vacancies or newly created directorships shall be filled by stockholder vote, be filled only by the affirmative vote of a majority of the directors then in office, even though less than a quorum of the Board of Directors. Any director elected in accordance with the preceding sentence shall hold office for the remainder of the full term of the director for which the vacancy was created or occurred and until such director's successor shall have been elected and qualified. A vacancy in the Board of Directors shall be deemed to exist under this Bylaw in the case of the death, removal or resignation of any director.

Section 19. Resignation. Any director may resign at any time by delivering his written resignation to the Secretary, such resignation to specify whether it will be effective at a particular time, upon receipt by the Secretary or at the pleasure of the Board of Directors. If no such specification is made, it shall be deemed effective at the pleasure of the Board of Directors. When one or more directors shall resign from the Board of Directors, effective at a future date, a majority of the directors then in office, including those who have so resigned, shall have power to fill such vacancy or vacancies, the vote thereon to take effect when such resignation or resignations shall become effective, and each director so chosen shall hold office for the unexpired portion of the term of the director whose place shall be vacated and until his successor shall have been duly elected and qualified.

Section 20. Removal. Subject to the Articles of Incorporation, any director may be removed by:

(a) the affirmative vote of the holders of a majority of the outstanding shares of the Corporation then entitled to vote, with or without cause; or

(b) the affirmative and unanimous vote of a majority of the directors of the Corporation, with the exception of the vote of the directors to be removed, with or without cause.

Section 21. Meetings.

(a) **Annual Meetings.** The annual meeting of the Board of Directors shall be held immediately after the annual meeting of stockholders and at the place where such meeting is held. No notice of an annual meeting of the Board of Directors shall be necessary and such meeting shall be held for the purpose of electing officers and transacting such other business as may lawfully come before it.

(b) **Regular Meetings.** Except as hereinafter otherwise provided, regular meetings of the Board of Directors shall be held in the office of the Corporation required to be maintained pursuant to Section 2 hereof. Unless otherwise restricted by the Articles of Incorporation, regular meetings of the Board of Directors may also be held at any place within or without the state of Nevada which has been designated by resolution of the Board of Directors or the written consent of all directors.

(c) **Special Meetings.** Unless otherwise restricted by the Articles of Incorporation, special meetings of the Board of Directors may be held at any time and place within or without the State of Nevada whenever called by the Chairman of the Board, the President or any two of the directors.

(d) **Telephone Meetings.** Any member of the Board of Directors, or of any committee thereof, may participate in a meeting by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting by such means shall constitute presence in person at such meeting.

(e) **Notice of Meetings.** Notice of the time and place of all special meetings of the Board of Directors shall be orally or in writing, by telephone, facsimile, telegraph or telex, during normal business hours, at least twenty-four (24) hours before the date and time of the meeting, or sent in writing to each director by first class mail, charges prepaid, at least three (3) days before the date of the meeting. Notice of any meeting may be waived in writing at any time before or after the meeting and will be waived by any director by attendance thereat, except when the director attends the meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened.

(f) **Waiver of Notice.** The transaction of all business at any meeting of the Board of Directors, or any committee thereof, however called or noticed, or wherever held, shall be as valid as though had at a meeting duly held after regular call and notice, if a quorum be present and if, either before or after the meeting, each of the directors not present shall sign a written waiver of notice. All such waivers shall be filed with the corporate records or made a part of the minutes of the meeting.

Section 22. Quorum and Voting.

(a) Unless the Articles of Incorporation requires a greater number and except with respect to indemnification questions arising under Section 43 hereof, for which a quorum shall be one-third of the exact number of directors fixed from time to time in accordance with the Articles of Incorporation, a quorum of the Board of Directors shall consist of a majority of the exact number of directors fixed from time to time by the Board of Directors in accordance with the Articles of Incorporation provided, however, at any meeting whether a quorum be present or otherwise, a majority of the directors present may adjourn from time to time until the time fixed for the next regular meeting of the Board of Directors, without notice other than by announcement at the meeting.

(b) At each meeting of the Board of Directors at which a quorum is present, all questions and business shall be determined by the affirmative vote of a majority of the directors present, unless a different vote be required by law, the Articles of Incorporation or these Bylaws.

Section 23. Action Without Meeting. Unless otherwise restricted by the Articles of Incorporation or these Bylaws, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all members of the Board of Directors or committee, as the case may be, consent thereto in writing, and such writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 24. Fees and Compensation. Directors shall be entitled to such compensation for their services as may be approved by the Board of Directors, including, if so approved, by resolution of the Board of Directors, a fixed sum and expenses of attendance, if any, for attendance at each regular or special meeting of the Board of Directors and at any meeting of a committee of the Board of Directors. Nothing herein contained shall be construed to preclude any director from serving the Corporation in any other capacity as an officer, agent, employee, or otherwise and receiving compensation therefor.

Section 25. Committees.

(a) **Executive Committee.** The Board of Directors may by resolution passed by a majority of the whole Board of Directors appoint an Executive Committee to consist of one (1) or more members of the Board of Directors. The Executive Committee, to the extent permitted by law and provided in the resolution of the Board of Directors shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation, including without limitation the power or authority to declare a dividend, to authorize the issuance of stock and to adopt a certificate of ownership and merger, and may authorize the seal of the Corporation to be affixed to all papers which may require it; but no such committee shall have the power or authority in reference to amending the Articles of Incorporation (except that a committee may, to the extent authorized in the resolution or resolutions providing for the issuance of shares of stock adopted by the Board of Directors fix the designations and any of the preferences or rights of such shares relating to dividends, redemption, dissolution, any distribution of assets of the Corporation or the conversion into, or the exchange of such shares for, shares of any other class or classes or any other series of the same or any other class or classes of stock of the Corporation or fix the number of shares of any series of stock or authorize the increase or decrease of the shares of any series), adopting an agreement of merger or consolidation, recommending to the stockholders the sale, lease or exchange of all or substantially all of the Corporation's property and assets, recommending to the stockholders a dissolution of the Corporation or a revocation of a dissolution, or amending the bylaws of the Corporation.

(b) **Other Committees.** The Board of Directors may, by resolution passed by a majority of the whole Board of Directors, from time to time appoint such other committees as may be permitted by law. Such other committees appointed by the Board of Directors shall consist of one (1) or more members of the Board of Directors and shall have such powers and perform such duties as may be prescribed by the resolution or resolutions creating such committees, but in no event shall such committee have the powers denied to the Executive Committee in these Bylaws.

(c) **Term.** Each member of a committee of the Board of Directors shall serve a term on the committee coexistent with such member's term on the Board of Directors. The Board of Directors, subject to the provisions of subsections (a) or (b) of this Bylaw may at any time increase or decrease the number of members of a committee or terminate the existence of a committee. The membership of a committee member shall terminate on the date of his death or voluntary resignation from the committee or from the Board of Directors. The Board of Directors may at any time for any reason remove any individual committee member and the Board of Directors may fill any committee vacancy created by death, resignation, removal or increase in the number of members of the committee. The Board of Directors may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee, and, in addition, in the absence or disqualification of any member of a committee, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any such absent or disqualified member.

(d) **Meetings.** Unless the Board of Directors shall otherwise provide, regular meetings of the Executive Committee or any other committee appointed pursuant to this Section 25 shall be held at such times and places as are determined by the Board of Directors, or by any such committee, and when notice thereof has been given to each member of such committee, no further notice of such regular meetings need be given thereafter. Special meetings of any such committee may be held at any place which has been determined from time to time by such committee, and may be called by any director who is a member of such committee, upon written notice to the members of such committee of the time and place of such special meeting given in the manner provided for the giving of written notice to members of the Board of Directors of the time and place of special meetings of the Board of Directors. Notice of any special meeting of any committee may be waived in writing at any time before or after the meeting and will be waived by any director by attendance thereat, except when the director attends such special meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened. A majority of the authorized number of members of any such committee shall constitute a quorum for the transaction of business, and the act of a majority of those present at any meeting at which a quorum is present shall be the act of such committee.

Section 26. Organization. At every meeting of the directors, the Chairman of the Board of Directors, or, if a Chairman has not been appointed or is absent, the President, or if the President is absent, the most senior Vice President, or, in the absence of any such officer, a chairman of the meeting chosen by a majority of the directors present, shall preside over the meeting. The Secretary, or in his absence, an Assistant Secretary directed to do so by the President, shall act as secretary of the meeting.

ARTICLE V OFFICERS

Section 27. Officers Designated. The officers of the Corporation shall include, if and when designated by the Board of Directors, the Chairman of the Board of Directors, the Chief Executive Officer, the President, one or more Vice Presidents, the Secretary, the Chief Financial Officer, the Treasurer, the Controller, all of whom shall be elected at the annual organizational meeting of the Board of Direction. The Board of Directors may also appoint one or more Assistant Secretaries, Assistant Treasurers, Assistant Controllers and such other officers and agents with such powers and duties as it shall deem necessary. The Board of Directors may assign such additional titles to one or more of the officers as it shall deem appropriate. Any one person may hold any number of offices of the Corporation at any one time unless specifically prohibited therefrom by law. The salaries and other compensation of the officers of the Corporation shall be fixed by or in the manner designated by the Board of Directors.

Section 28. Tenure and Duties of Officers.

General. All officers shall hold office at the pleasure of the Board of Directors and until their successors shall have been duly elected and qualified, unless sooner removed. Any officer elected or appointed by the Board of Directors may be removed at any time by the Board of Directors. If the office of any officer becomes vacant for any reason, the vacancy may be filled by the Board of Directors.

(a) **Duties of Chairman of the Board of Directors.** The Chairman of the Board of Directors, when present, shall preside at all meetings of the stockholders and the Board of Directors. The Chairman of the Board of Directors shall perform other duties commonly incident to his office and shall also perform such other duties and have such other powers as the Board of Directors shall designate from time to time. If there is no President, then the Chairman of the Board of Directors shall also serve as the Chief Executive Officer of the Corporation and shall have the powers and duties prescribed in paragraph (c) of this Section 28.

(b) **Duties of President.** The President shall preside at all meetings of the stockholders and at all meetings of the Board of Directors, unless the Chairman of the Board of Directors has been appointed and is present. Unless some other officer has been elected Chief Executive Officer of the Corporation, the President shall be the chief executive officer of the Corporation and shall, subject to the control of the Board of Directors, have general supervision, direction and control of the business and officers of the Corporation. The President shall perform other duties commonly incident to his office and shall also perform such other duties and have such other powers as the Board of Directors shall designate from time to time.

(c) **Duties of Vice Presidents.** The Vice Presidents may assume and perform the duties of the President in the absence or disability of the President or whenever the office of President is vacant. The Vice Presidents shall perform other duties commonly incident to their office and shall also perform such other duties and have such other powers as the Board of Directors or the President shall designate from time to time.

(d) **Duties of Secretary.** The Secretary shall attend all meetings of the stockholders and of the Board of Directors and shall record all acts and proceedings thereof in the minute book of the Corporation. The Secretary shall give notice in conformity with these Bylaws of all meetings of the stockholders and of all meetings of the Board of Directors and any committee thereof requiring notice. The Secretary shall perform all other duties given him in these Bylaws and other duties commonly incident to his office and shall also perform such other duties and have such other powers as the Board of Directors shall designate from time to time. The President may direct any Assistant Secretary to assume and perform the duties of the Secretary in the absence or disability of the Secretary, and each Assistant Secretary shall perform other duties commonly incident to his office and shall also perform such other duties and have such other powers as the Board of Directors or the President shall designate from time to time.

(e) **Duties of Chief Financial Officer.** The Chief Financial Officer shall keep or cause to be kept the books of account of the Corporation in a thorough and proper manner and shall render statements of the financial affairs of the Corporation in such form and as often as required by the Board of Directors or the President. The Chief Financial Officer, subject to the order of the Board of Directors, shall have the custody of all funds and securities of the Corporation. The Chief Financial Officer shall perform other duties commonly incident to his office and shall also perform such other duties and have such other powers as the Board of Directors or the President shall designate from time to time. The President may direct the Treasurer or any Assistant Treasurer, or the Controller or any Assistant Controller to assume and perform the duties of the Chief Financial Officer in the absence or disability of the Chief Financial Officer, and each Treasurer and Assistant Treasurer and each Controller and Assistant Controller shall perform other duties commonly incident to his office and shall also perform such other duties and have such other powers as the Board of Directors or the President shall designate from time to time.

Section 29. Delegation of Authority. The Board of Directors may from time to time delegate the powers or duties of any officer to any other officer or agent, notwithstanding any provision hereof.

Section 30. Resignations. Any officer may resign at any time by giving written notice to the Board of Directors or to the President or to the Secretary. Any such resignation shall be effective when received by the person or persons to whom such notice is given, unless a later time is specified therein, in which event the resignation shall become effective at such later time. Unless otherwise specified in such notice, the acceptance of any such resignation shall not be necessary to make it effective. Any resignation shall be without prejudice to the rights, if any, of the Corporation under any contract with the resigning officer.

Section 31. Removal. Any officer may be removed from office at any time, either with or without cause, by the affirmative vote of a majority of the directors in office at the time, or by the unanimous written consent of the directors in office at the time, or by any committee or superior officers upon whom such power of removal may have been conferred by the Board of Directors.

ARTICLE VI

EXECUTION OF CORPORATE INSTRUMENTS AND VOTING OF SECURITIES OWNED BY THE CORPORATION

Section 32. Execution of Corporate Instrument. The Board of Directors may, in its discretion, determine the method and designate the signatory officer or officers, or other person or persons, to execute on behalf of the Corporation any corporate instrument or document, or to sign on behalf of the Corporation the corporate name without limitation, or to enter into contracts on behalf of the Corporation, except where otherwise provided by law or these Bylaws, and such execution or signature shall be binding upon the Corporation.

Unless otherwise specifically determined by the Board of Directors or otherwise required by law, promissory notes, deeds of trust, mortgages and other evidences of indebtedness of the Corporation, and other corporate instruments or documents requiring the corporate seal, and certificates of shares of stock owned by the Corporation, shall be executed, signed or endorsed by the Chairman of the Board of Directors, or the President or any Vice President, and by the Secretary or Treasurer or any Assistant Secretary or Assistant Treasurer. All other instruments and documents requiting the corporate signature, but not requiring the corporate seal, may be executed as aforesaid or in such other manner as may be directed by the Board of Directors.

All checks and drafts drawn on banks or other depositaries on funds to the credit of the Corporation or in special accounts of the Corporation shall be signed by such person or persons as the Board of Directors shall authorize so to do.

Unless authorized or ratified by the Board of Directors or within the agency power of an officer, no officer, agent or employee shall have any power or authority to bind the Corporation by any contract or engagement or to pledge its credit or to render it liable for any purpose or for any amount.

Section 33. Voting of Securities Owned by the Corporation. All stock and other securities of other corporations owned or held by the Corporation for itself, or for other parties in any capacity, shall be voted, and all proxies with respect thereto shall be executed, by the person authorized so to do by resolution of the Board of Directors, or, in the absence of such authorization, by the Chairman of the Board of Directors, the Chief Executive Officer, the President, or any Vice President.

ARTICLE VII SHARES OF STOCK

Section 34. Form and Execution of Certificates. Certificates for the shares of stock of the Corporation shall be in such form as is consistent with the Articles of Incorporation and applicable law. Every holder of stock in the Corporation shall be entitled to have a certificate signed by or in the name of the Corporation by the Chairman of the Board of Directors, or the President or any Vice President and by the Treasurer or Assistant Treasurer or the Secretary or Assistant Secretary, certifying the number of shares owned by him in the Corporation. Any or all of the signatures on the certificate may be facsimiles. In case any officer, transfer agent, or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent, or registrar before such certificate is issued, it may be issued with the same effect as if he were such officer, transfer agent, or registrar at the date of issue. Each certificate shall state upon the face or back thereof, in full or in summary, all of the powers, designations, preferences, and rights, and the limitations or restrictions of the shares authorized to be issued or shall, except as otherwise required by law, set forth on the face or back a statement that the Corporation will furnish without charge to each stockholder who so requests the powers, designations, preferences and relative, participating, optional, or other special rights of each class of stock or series thereof and the qualifications, limitations or restrictions of such preferences and/or rights. Within a reasonable time after the issuance or transfer of uncertificated stock, the Corporation shall send to the registered owner thereof a written notice containing the information required to be set forth or stated on certificates pursuant to this section or otherwise required by law or with respect to this section a statement that the Corporation will furnish without charge to each stockholder who so requests the powers, designations, preferences and relative participating, optional or other special rights of each class of stock or series thereof and the qualifications, limitations or restrictions of such preferences and/or rights. Except as otherwise expressly provided by law, the rights and obligations of the holders of certificates representing stock of the same class and series shall be identical.

Section 35. Lost Certificates. A new certificate or certificates shall be issued in place of any certificate or certificates theretofore issued by the Corporation alleged to have been lost, stolen, or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen, or destroyed. The Corporation may require, as a condition precedent to the issuance of a new certificate or certificates, the owner of such lost, stolen, or destroyed certificate or certificates, or his legal representative, to advertise the same in such manner as it shall require or to give the Corporation a surety bond in such form and amount as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen, or destroyed.

Section 36. Transfers.

(a) Transfers of record of shares of stock of the Corporation shall be made only upon its books by the holders thereof, in person or by attorney duly authorized, and upon the surrender of a properly endorsed certificate or certificates for a like number of shares.

(b) The Corporation shall have power to enter into and perform any agreement with any number of stockholders of any one or more classes of stock of the Corporation to restrict the transfer of shares of stock of the Corporation of any one or more classes owned by such stockholders in any manner not prohibited by the General Corporation Law of Nevada.

Section 37. Fixing Record Dates.

(a) In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, the Board of Directors may fix, in advance, a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors, and which record date shall not be more than sixty (60) nor less than ten (10) days before the date of such meeting. If no record date is fixed by the Board of Directors, the record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be at the close of business on the day next preceding the day on which notice is given, or if notice is waived, at the close of business on the day next preceding the day on which the meeting is held. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

(b) In order that the Corporation may determine the stockholders entitled to receive payment of any dividend or other distribution or allotment of any rights or the stockholders entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted, and which record date shall be not more than sixty (60) days prior to such action. If no record date is filed, the record date for determining stockholders for any such purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution relating thereto.

Section 38. Registered Stockholders. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of Nevada.

ARTICLE VIII

OTHER SECURITIES OF THE CORPORATION

Section 39. Execution of Other Securities. All bonds, debentures and other corporate securities of the Corporation, other than stock certificates (covered in Section 34), may be signed by the Chairman of the Board of Directors, the President or any Vice President, or such other person as may be authorized by the Board of Directors, and the corporate seal impressed thereon or a facsimile of such seal imprinted thereon and attested by the signature of the Secretary or an Assistant Secretary, or the Chief Financial Officer or Treasurer or an Assistant Treasurer; provided, however, that where any such bond, debenture or other corporate security shall be authenticated by the manual signature, or where permissible facsimile signature, of a trustee under an indenture pursuant to which such bond, debenture or other corporate security shall be issued, the signatures of the persons signing and attesting the corporate seal on such bond, debenture or other corporate security may be the imprinted facsimile of the signatures of such persons. Interest coupons appertaining to any such bond, debenture or other corporate security, authenticated by a trustee as aforesaid, shall be signed by the Treasurer or an Assistant Treasurer of the Corporation or such other person as may be authorized by the Board of Directors, or bear imprinted thereon the facsimile signature of such person. In case any officer who shall have signed or attested any bond, debenture or other corporate security, or whose facsimile signature shall appear thereon or on any such interest coupon, shall have ceased to be such officer before the bond, debenture or other corporate security so signed or attested shall have been delivered, such bond, debenture or other corporate security nevertheless may be adopted by the Corporation and issued and delivered as though the person who signed the same or whose facsimile signature shall have been used thereon had not ceased to be such officer of the Corporation.

ARTICLE IX DIVIDENDS

Section 40. Declaration of Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Articles of Incorporation, if any, may be declared by the Board of Directors pursuant to law at any regular or special meeting. Dividends may be paid in cash, in property, or in shares of the capital stock, subject to the provisions of the Articles of Incorporation.

Section 41. Dividend Reserve. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in their absolute discretion, think proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for such other purpose as the Board of Directors shall think conducive to the interests of the Corporation, and the Board of Directors may modify or abolish any such reserve in the manner in which it was created.

ARTICLE X FISCAL YEAR

Section 42. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

ARTICLE XI INDEMNIFICATION

Section 43. Indemnification of Directors, Executive Officers, Other Officers, Employees and Other Agents.

(a) **Directors Officers.** The Corporation shall indemnify its directors and officers to the fullest extent not prohibited by the Nevada General Corporation Law; provided, however, that the Corporation may modify the extent of such indemnification by individual contracts with its directors and officers; and, provided, further, that the Corporation shall not be required to indemnify any director or officer in connection with any proceeding (or part thereof) initiated by such person unless (i) such indemnification is expressly required to be made by law, (ii) the proceeding was authorized by the Board of Directors of the Corporation, (iii) such indemnification is provided by the Corporation, in its sole discretion, pursuant to the powers vested in the Corporation under the Nevada General Corporation Law or (iv) such indemnification is required to be made under subsection (d).

(b) **Employees and Other Agents.** The Corporation shall have power to indemnify its employees and other agents as set forth in the Nevada General Corporation Law.

(c) **Expense.** The Corporation shall advance to any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a director or officer, of the Corporation, or is or was serving at the request of the Corporation as a director or executive officer of another corporation, partnership, joint venture, trust or other enterprise, prior to the final disposition of the proceeding, promptly following request therefor, all expenses incurred by any director or officer in connection with such proceeding upon receipt of an undertaking by or on behalf of such person to repay said mounts if it should be determined ultimately that such person is not entitled to be indemnified under this Bylaw or otherwise.

Notwithstanding the foregoing, unless otherwise determined pursuant to paragraph (e) of this Bylaw, no advance shall be made by the Corporation to an officer of the Corporation (except by reason of the fact that such officer is or was a director of the Corporation in which event this paragraph shall not apply) in any action, suit or proceeding, whether civil, criminal, administrative or investigative, if a determination is reasonably and promptly made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to the proceeding, or (ii) if such quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, that the facts known to the decision-making party at the time such determination is made demonstrate clearly and convincingly that such person acted in bad faith or in a manner that such person did not believe to be in or not opposed to the best interests of the Corporation.

(d) **Enforcement.** Without the necessity of entering into an express contract, all rights to indemnification and advances to directors and officers under this Bylaw shall be deemed to be contractual rights and be effective to the same extent and as if provided for in a contract between the Corporation and the director or officer. Any right to indemnification or advances granted by this Bylaw to a director or officer shall be enforceable by or on behalf of the person holding such right in any court of competent jurisdiction if (i) the claim for indemnification or advances is denied, in whole or in part, or (ii) no disposition of such claim is made within ninety (90) days of request therefor. The claimant in such enforcement action, if successful in whole or in part, shall be entitled to be paid also the expense of prosecuting his claim. In connection with any claim for indemnification, the Corporation shall be entitled to raise as a defense to any such action that the claimant has not met the standard of conduct that make it permissible under the Nevada General Corporation Law for the Corporation to indemnify the claimant for the amount claimed. In connection with any claim by an officer of the Corporation (except in any action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that such officer is or was a director of the Corporation) for advances, the Corporation shall be entitled to raise a defense as to any such action clear and convincing evidence that such person acted in bad faith or in a manner that such person did not believe to be in or not opposed in the best interests of the Corporation, or with respect to any criminal action or proceeding that such person acted without reasonable cause to believe that his conduct was lawful. Neither the failure of the Corporation (including its Board of Directors, independent legal counsel or its stockholders) to have made a determination prior to the commencement of such action that indemnification of the claimant is proper in the circumstances because he has met the applicable standard of conduct set forth in the Nevada General Corporation Law, nor an actual determination by the Corporation (including its Board of Directors, independent legal counsel or its stockholders) that the claimant has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that claimant has not met the applicable standard of conduct. In any suit brought by a director or officer to enforce a right to indemnification or to an advancement of expenses hereunder, the burden of proving that the director or officer is not entitled to be indemnified, or to such advancement of expenses, under this Article XI or otherwise shall be on the Corporation.

(e) **Non-Exclusivity of Rights.** The rights conferred on any person by this Bylaw shall not be exclusive of any other right which such person may have or hereafter acquire under any statute, provision of the Articles of Incorporation, Bylaws, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in his official capacity and as to action in another capacity while holding office. The Corporation is specifically authorized to enter into individual contracts with any or all of its directors, officers, employees or agents respecting indemnification and advances, to the fullest extent not prohibited by the Nevada General Corporation Law.

(f) **Survival of Rights.** The rights conferred on any person by this Bylaw shall continue as to a person who has ceased to be a director, officer, employee or other agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

(g) **Insurance.** To the fullest extent permitted by the Nevada General Corporation Law, the Corporation, upon approval by the Board of Directors, may purchase insurance on behalf of any person required or permitted to be indemnified pursuant to this Bylaw.

(h) **Amendments.** Any repeal or modification of this Bylaw shall only be prospective and shall not affect the rights under this Bylaw in effect at the time of the alleged occurrence of any action or omission to act that is the cause of any proceeding against any agent of the Corporation.

(i) **Saving Clause.** If this Bylaw or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Corporation shall nevertheless indemnify each director and officer to the full extent not prohibited by any applicable portion of this Bylaw that shall not have been invalidated, or by any other applicable law.

(j) **Certain Definitions.** For the purposes of this Bylaw, the following definitions shall apply:

(i) The term "proceeding" shall be broadly construed and shall include, without limitation, the investigation, preparation, prosecution, defense, settlement, arbitration and appeal of, and the giving of testimony in, any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative.

(ii) The term "expenses" shall be broadly construed and shall include, without limitation, court costs, attorneys' fees, witness fees, fines, amounts paid in settlement or judgment and any other costs and expenses of any nature or kind incurred in connection with any proceeding.

(iii) The term the "Corporation" shall include, in addition to the resulting Corporation, any constituent corporation (including any constituent of a constituent) absorbed in a consolidation or merger which, if its separate existence had continued, would have had power and authority to indemnify its directors, officers, and employees or agents, so that any person who is or was a director, officer, employee or agent of such constituent corporation, or is or was serving at the request of such constituent corporation as a director, officer, employee or agent or another corporation, partnership, joint venture, trust or other enterprise, shall stand in the same position under the provisions of this Bylaw with respect to the resulting or surviving corporation as he would have with respect to such constituent corporation if its separate existence had continued.

(iv) References to a "director," "executive officer," "officer," "employee," or "agent" of the Corporation shall include, without limitation, situations where such person is serving at the request of the Corporation as, respectively, a director, executive officer, officer, employee, trustee or agent of another corporation, partnership, joint venture, trust or other enterprise.

(v) References to "other enterprises" shall include employee benefit plans; references to "fines" shall include any excise taxes assessed on a person with respect to an employee benefit plan; and references to "serving at the request of the Corporation" shall include any service as a director, officer, employee or agent of the Corporation which imposes duties on, or involves services by, such director, officer, employee, or agent with respect to an employee benefit plan, its participants, or beneficiaries; and a person who acted in good faith and in a manner he reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner "not opposed to the best interests of the Corporation" as referred to in this Bylaw.

ARTICLE XII NOTICES

Section 44. Notices.

(a) **Notice to Stockholders.** Whenever, under any provisions of these Bylaws, notice is required to be given to any stockholder, it shall be given in writing, timely and duly deposited in the United States mail, postage prepaid, and addressed to his last known post office address as shown by the stock record of the Corporation or its transfer agent.

(b) **Notice to directors.** Any notice required to be given to any director may be given by the method stated in subsection (a), or by facsimile, telex or telegram, except that such notice other than one which is delivered personally shall be sent to such address as such director shall have filed in writing with the Secretary, or, in the absence of such filing, to the last known post office address of such director.

(c) **Affidavit of Mailing.** An affidavit of mailing, executed by a duly authorized and competent employee of the Corporation or its transfer agent appointed with respect to the class of stock affected, specifying the name and address or the names and addresses of the stockholder or stockholders, or director or directors, to whom any such notice or notices was or were given, and the time and method of giving the same, shall in the absence of fraud, be prima facie evidence of the facts therein contained.

(d) **Time Notices Deemed Given.** All notices given by mail, as above provided, shall be deemed to have been given as at the time of mailing, and all notices given by facsimile, telex or telegram shall be deemed to have been given as of the sending time recorded at time of transmission.

(e) **Methods of Notice.** It shall not be necessary that the same method of giving notice be employed in respect of all directors, but one permissible method may be employed in respect of any one or more, and any other permissible method or methods may be employed in respect of any other or others.

(f) **Failure to Receive Notice.** The period or limitation of time within which any stockholder may exercise any option or right, or enjoy any privilege or benefit, or be required to act, or within which any director may exercise any power or right, or enjoy any privilege, pursuant to any notice sent him in the manner above provided, shall not be affected or extended in any manner by the failure of such stockholder or such director to receive such notice.

(g) **Notice to Person with Whom Communication Is Unlawful.** Whenever notice is required to be given, under any provision of law or of the Articles of Incorporation or Bylaws of the Corporation, to any person with whom communication is unlawful, the giving of such notice to such person shall not be require and there shall be no duty to apply to any governmental authority or agency for a license or permit to give such notice to such person. Any action or meeting which shall be taken or held without notice to any such person with whom communication is unlawful shall have the same force and effect as if such notice had been duly given. In the event that the action taken by the Corporation is such as to require the filing of a certificate under any provision of the Nevada General Corporation Law, the certificate shall state, if such is the fact and if notice is required, that notice was given to all persons entitled to receive notice except such persons with whom communication is unlawful.

(h) **Notice to Person with Undeliverable Address.** Whenever notice is required to be given, under any provision of law or the Articles of Incorporation or Bylaws of the Corporation, to any stockholder to whom (i) notice of two consecutive annual meetings, and all notices of meetings or of the taking of action by written consent without a meeting to such person during the period between such two consecutive annual meetings, or (ii) all, and at least two, payments (if sent by first class mail) of dividends or interest on securities during a twelve-month period, have been mailed addressed to such person at his address as shown on the records of the Corporation and have been returned undeliverable, the giving of such notice to such person shall not be required. Any action or meeting which shall be taken or held without notice to such person shall have the same force and effect as if such notice had been duly given. If any such person shall deliver to the Corporation a written notice setting forth his then current address, the requirement that notice be given to such person shall be reinstated. In the event that the action taken by the Corporation is such as to require the filing of a certificate under any provision of the Nevada General Corporation Law, the certificate need not state that notice was not given to persons to whom notice was not required to be given pursuant to this paragraph.

ARTICLE XIII AMENDMENTS

Section 45. Amendments. The Board of Directors shall have the power to adopt, amend, or repeal Bylaws.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK] ARTICLE XIV]

LOANS TO OFFICERS

Section 46. Loans to Officers. Subject to compliance with applicable law, the Corporation may lend money to, or guarantee any obligation of, or otherwise assist any officer or other employee of the Corporation or of its subsidiaries, including any officer or employee who is a Director of the Corporation or its subsidiaries, whenever, in the judgment of the Board of Directors, such loan, guarantee or assistance may reasonably be expected to benefit the Corporation. The loan, guarantee or other assistance may be with or without interest and may be unsecured, or secured in such manner as the Board of Directors shall approve, including, without limitation, a pledge of shares of stock of the Corporation. Nothing in these Bylaws shall be deemed to deny, limit or restrict the powers of guaranty or warranty of the Corporation at common law or under any statute.

Declared as the By-Laws of Tomi Holdings Inc. as of the 5th day of April, 2005.

Signature of Officer: */s/ Rebecca Poncini*

Name of Officer: **REBECCA PONCINI**

Position of Officer: **PRESIDENT, SECRETARY AND TREASURER**

FORM OF
FRANCHISE AGREEMENT

Location of the Premises:

Agreement Date _____

Franchisee _____

Business Address _____

_____

_____

Type of Legal Entity (if applicable) _____

State in which entity organized (if applicable) _____

Shareholder / Partner / Member Name	**Ownership Percentage**
_____ (the "Operating Principal")	_____%
_____	_____%
_____	_____%
_____	_____%
_____	_____%

TABLE OF CONTENTS

Pizza Fusion Holdings, Inc.
Franchise Agreement

This Franchise Agreement (the "**Agreement**") is entered into as of the Agreement Date shown on the cover page between Pizza Fusion Holding, Inc., a Florida corporation, and the individual or legal entity identified on the cover page ("**Franchisee**"). If Franchisee is a corporation, partnership, or limited liability company, then the Franchisee's owner(s) are also identified on the cover page.

In this Agreement, "**we**," "**us**" and "**our**" refers to Pizza Fusion Holding, Inc., the franchisor. "**You**" and "**your**" refers to the Franchisee. "**Owners**" means the person(s) listed on the cover page and all other persons whom we may subsequently approve to acquire an interest in Franchisee. "**Operating Principal**" means the person designated as the Operating Principal on the cover page and who meets the criteria in Section 6.15 of this Agreement.

RECITALS

A. We are in the business of franchising others to operate "Pizza Fusion" restaurant businesses, which feature a competitively priced menu of organic and all-natural gourmet pizza and related food specialties, and standards and methods of operation designed to be "green," and which are operated in buildings that bear our interior and/or exterior trade dress (each a "**Restaurant**" or "**Franchised Business**").

B. We have developed a distinctive set of specifications and operating procedures (collectively, the "**System**") for Restaurants. The distinguishing characteristics of the System include: dough, sauce, and other recipes and products that are prepared or manufactured in accordance with our proprietary and/or secret recipes, trade secrets, standards, and specifications that we deem secret ("**Secret Recipe Products**") and other designated and approved products; standards and procedures for business operations, including "green" design, construction, and operating practices; equipment layouts, graphics packages and signage, distinctive interior and exterior design and accessories, quality and uniformity of products and services offered; procedures for management and inventory control; training and assistance; advertising and promotional programs; and customer development and service techniques. These are not necessarily all of the elements of the System. We may change, improve, add to, delete from, and further develop the elements of the System from time to time.

C. We identify the businesses operating under the System by means of the "Pizza Fusion" name and certain other trademarks, service marks, trade names, signs, logos, and other indicia of origin (collectively, the "**Proprietary Marks**"). We may designate other trade names, service marks, and trademarks (and also periodically delete old names and marks) as Proprietary Marks.

D. You understand the importance of our high standards of quality, appearance, and service and the necessity of operating your Franchised Business in accordance with this Agreement and our standards, specifications and procedures.

Therefore, the parties, who each intend to be legally bound by this Agreement, and for good and valuable consideration, now agree as follows:

1. RIGHTS GRANTED

1.1. Grant of Franchise.

1.1.1 We grant you the right, and you accept the obligation, to use the Proprietary Marks and the System to operate one Restaurant (the "**Franchised Business**") at the Premises, in accordance with the terms of this Agreement. The term "Premises" means the location shown on the cover page to this Agreement or a location that is determined under process set out in Section 4.1 below.

1.1.2 Your rights under this Agreement have limits, such as the following:

(a) You have no right to operate the Franchised Business at any location other than the Premises, as described in Section 1.2 below;

(b) You have no right to sublicense either the Proprietary Marks or the System to anyone else; and

(c) You have no right to use the Proprietary Marks or the System in any manner except as expressly authorized under this Agreement.

1.2. Activities of Franchised Business.

1.2.1 You may operate the Franchised Business only from the Premises, only in accordance with the requirements of this Agreement and the procedures and terms and conditions set forth in the Pizza Fusion Manuals, and only to sell Products to: (a) retail customers for consumption on the Premises or for personal, carry out consumption; and (b) catering and delivery customers who are located within the area specified in Exhibit A as the "**Delivery/Catering and Advertising Area**". We may specify terms and conditions for catering and delivery activities, which may include guidelines and requirements relating to insurance coverage, vehicle use in such activities, and use of a third party phone order processing center as we may require. Without our prior written approval, you may not engage in any other type of sale, including, but not limited to: selling, distributing, or otherwise providing, any services or products to third parties at wholesale, or for resale or distribution by any third party; and selling, distributing or otherwise providing any products and/or services through catalogs, mail order, toll free numbers for delivery, or electronic means (e.g., the Internet). You acknowledge and agree that the sole purpose of the Delivery/Catering and Advertising Area is to specify the geographic area in which you will be authorized to provide catering and delivery services and conduct advertising under the terms of this Agreement, and that the designation of the Delivery/Catering and Advertising Area does not grant, and will not be implied to grant, any territorial rights or protections to you or the Franchised Business, and we reserve all other rights as set forth in Section 1.3 below.

1.2.2 You may advertise and market the Franchised Business and directly solicit customers only within your Delivery/Catering and Advertising Area (subject to Section 9.3 below). You agree not to: (a) advertise or market the services of your Franchised Business outside of the Delivery/Catering and Advertising Area; and/or (b) engage in direct solicitation of customers outside of the Delivery/Catering and Advertising Area. The term "**direct solicitation**" includes, but is not limited to, solicitation in person, by telephone, by mail, by e-mail, the internet, or other electronic means, advertising, marketing, and by distribution of brochures, business cards or other materials.

1.2.3. If any of your advertising within the Delivery/Catering and Advertising Area is in media that will or may reach a significant number of persons outside of the Delivery/Catering and Advertising Area, you must notify us in advance and obtain our prior written consent (in addition to the requirements in Section 9.3 below). We may periodically establish rules and policies regarding such advertising.

1.3. Our Limitations and Our Reserved Rights. The rights granted to you under this Agreement are not exclusive. We and our affiliates have the right to conduct any business activities, under any name, and at (or from) any location notwithstanding those business activities' actual or threatened impact on sales of the Franchised Business. For example, we may, among other things, on any terms and conditions we deem advisable, and without granting you any rights therein, do any or all of the following:

1.3.1 We have the right to establish, and license others to establish, Franchised Businesses at any location notwithstanding their proximity to the Franchised Business or the Premises or their actual or threatened impact on sales of the Franchised Business.

1.3.2 We have the right to establish, and license others to establish, businesses under other systems or other proprietary marks, which businesses may offer or sell products and services that are different from the principal products and services offered from the Franchised Business, and which businesses may be located within or outside the Premises, notwithstanding such business' proximity to the Franchised Business or the Premises or their actual or threatened impact on sales of the Franchised Business.

1.3.3 We have the right to acquire and operate any business of any kind or be acquired by another business, notwithstanding such business' actual or threatened impact on sales of the Franchised Business.

1.3.4 We have the right to establish, and license others to establish, Restaurants at any Institutional Facility (as defined below), notwithstanding such Restaurants' proximity to the Franchised Business or their actual or threatened impact on sales of the Franchised Business. The term "**Institutional Facility**" is agreed to mean any outlet that primarily serves the customers located within the facility, such as captive audience facilities and limited purpose or limited access facilities, and includes among other things: airports; train or bus stations; travel plazas; factories; federal, state or local government facilities (including military bases); hospitals and other health-care facilities; stadiums and arenas; recreational facilities; schools, colleges and other academic facilities; convention centers; seasonal facilities; shopping malls; theaters; museums; and workplace cafeterias.

1.3.5 We have the right to sell and distribute, directly or indirectly, through any channels of distribution (including, but not limited to, supermarkets, gourmet shops, mail order, and on the internet) any products or services (including products and services that are the same or similar to those offered by Restaurants and using the Pizza Fusion name), from any location or to any purchaser or customer, advertise in any area (including in your Delivery/Catering and Advertising Area) and/or serve customers who reside within your Delivery/Catering and Advertising Area. You acknowledge that customers have total freedom to select the Pizza Fusion Restaurant that they wish to patronize.

1.3.6 We have the right to provide, and license others to provide, products or services to Major Accounts (as that term is defined below) at any location, notwithstanding such Major Accounts' proximity to the Franchised Business or the Premises or their actual or threatened impact on sales at the Franchised Business. The term "**Major Account**" is agreed to mean any customer we designate as such, based upon our sole determination that, because such customer conducts its business at multiple locations and we deem this customer to be of strategic importance, the account, services and pricing of such customer shall be negotiated and secured either (i) by us or (ii) with our assistance, approval and oversight; as further described in Section 6.12 below.

1.4. Limitations. You agree not to engage in any of the sales activities that we have reserved to ourselves in Sections 1.3 above.

2. TERM; SUCCESSOR FRANCHISE AGREEMENTS

2.1. Term. This Agreement expires ten (10) years from the Agreement Date (the "**Term**"), unless it is terminated sooner as provided in other sections of this Agreement.

2.2. Successor Franchise Agreements. When this Agreement expires, you will have the option to continue the franchise relationship with us for two (2) additional terms of ten (10) years each. We may require you to satisfy any or all of the following as a condition of continuing the franchise relationship with us:

2.2.1. You must give us written notice of your desire to exercise your option not more than twelve (12) months and not less than nine (9) months before this Agreement expires.

2.2.2. You and all Owners must execute the standard form of Pizza Fusion Franchise Agreement that we are then offering to new franchisees (or the standard form that we most recently offered to new franchisees, if we are not at that time actively offering new franchises) (the "**Successor Franchise Agreement**"). The terms of the Successor Franchise Agreement may be substantially different from the terms of this Agreement and may require the payment of different fees.

2.2.3. You must pay all amounts owed to us, to our affiliates, and to your major suppliers; you must not be in default of this Agreement or any other agreement with us, our affiliates, or our suppliers; and you must have substantially and timely complied with all of your obligations throughout the term of each such agreement.

2.2.4. If we inspect your Franchised Business and give you notice at least six months before the end of the term of any required maintenance, refurbishing, renovating, and upgrading (including purchasing one or more new delivery vehicles); then you must complete all such required maintenance, refurbishing, renovating, and upgrading to our reasonable satisfaction no later than 60 days before expiration of the term.

2.2.5. You must pay us a discounted successor franchise fee in the amount of $7,500 or twenty-five percent (25%) of our then-current initial franchise fee (whichever is more).

2.2.6. You and all of your Owners must execute and deliver to us a general release, in a form we require, of any and all claims against us, our affiliates, and our past, present and future officers, directors, shareholders and employees arising out of or relating to your Franchised Business.

2.2.7. You, the Operating Principal, and/or your designated employees must successfully complete any additional or refresher training courses that we may require.

3. FEES

3.1. Initial Franchise Fee. You must pay us an initial franchise fee of $30,000 when you sign this Agreement. The initial franchise fee is paid in consideration of the rights granted in Section 1 and is fully earned at the time paid. You acknowledge that we have no obligation to refund the initial franchise fee in whole or in part for any reason.

3.2. Royalty

3.2.1. You must pay us a royalty fee ("**Royalty**") equal to six percent (6%) of your Gross Revenues. The Royalty is in consideration of your right to use the Proprietary Marks and the System in accordance with this Agreement, and not in exchange for any specific services we render. If by reason of state or other law, we are prohibited from receiving a percentage of certain components of Gross Revenues (including alcoholic-beverage sales), you must pay us an equivalent amount by increasing the Royalty percentage applied to Gross Revenues exclusive of the prohibited components.

3.2.2. You must calculate and pay the Royalty weekly, based on your Gross Revenues for the previous Period. For purposes of this Agreement, unless otherwise designated by us in writing, a "Period" begins on Monday and ends on the following Sunday.

3.2.3. "**Gross Revenues**" means all revenue from the sale of all services and products and all other income of every kind and nature related to, derived from, or originating from the Franchised Business, including proceeds of any business interruption insurance policies, whether for cash or credit, and regardless of collection in the case of credit; provided, however, that "Gross Revenues" does not include any coupon sales (for which customers do not pay for product), customer refunds, sales taxes or other taxes you collected from customers and actually transmitted to the appropriate taxing authorities.

3.3. Advertising Contributions. During any Period that the Marketing Fund (as defined in Section 9.1 below) is in effect, you must make a contribution as described in Section 9.1 below equal to three percent (3%) of your Gross Revenues for the preceding Period. Additionally, during any Period that a Regional Fund (as defined in Section 9.3 below) for the area in which your Franchised Business is located is in effect, you must make a contribution as described in Section 9.2 below in such amounts as we specify in writing up to two percent (2%) of your Gross Revenues for the preceding Period; in addition, you may be required to contribute to a Regional Fund up to an additional two percent (2%) of Gross Revenues of your Franchised Business if the members of that Regional Fund vote to increase the total contribution, as provided in Section 9.3.5 below. Required contributions to the Marketing Fund and Regional Fund are referred to as "**Advertising Contributions**."

3.4. Index. The parties agree that all fixed dollar amounts set out in this Agreement are subject to adjustment, up or down, depending on changes in the Index. For the purpose of this Agreement, the term "**Index**" is agreed to mean the Consumer Price Index (1982-84=100: all items; CPI-U; all urban consumers) published by the U.S. Bureau of Labor Statistics (or if the Index is no longer published, a successor index that we may reasonably specify in the Manuals or otherwise in writing). We have the right to decide whether or not to make adjustments to fixed dollar amounts set out in this Agreement and if we decide to invoke that right, we will make changes not more than once each year by sending you written notice of the change.

3.5. Due Date for Payment. Your Royalty payments and Advertising Contributions are due by the first (1st) day after the end of each Period (or the next business day if the first day is a Sunday or federal holiday) (as of the Agreement Date, the due date is Monday of each week). You must pay all other amounts due to us as specified in this Agreement or, if no time is specified, such amounts are due upon receipt of an invoice from us.

3.6. Method of Payment. You must make all payments to us by the method or methods that we specify from time to time. We require payment via wire transfer or electronic debit to your bank account, and you must maintain sufficient balance in your operating account to meet the payment requirements. You must furnish us and your bank with all authorizations necessary to effect payment by the methods we specify. You may not, under any circumstances, set off, deduct or otherwise withhold any Royalty fees, Advertising Contributions, interest charges, or any other monies payable under this Agreement on grounds of our alleged non-performance of any obligations. Additionally, you authorize us to charge against any of your credit cards any amounts due to us or to any of our affiliates. You agree to supply us a written list of all of your credit cards (including card number, name, and expiration date) and to update that list periodically, if there are changes to the information.

3.7. Delinquency. If any Royalties or other amounts owed to us are not paid in full by the due date, we have the right to charge interest on the overdue amount at the rate of one and one-half percent (1.5%) per month (or the maximum rate permitted by applicable law, if less than 1.5%) from the date such amount was due until paid in full. Unpaid interest charges will compound annually. In addition, we will have the right to charge a late fee for each occurrence of a payment that is more than 30 days past due, which fee will be $100 for the first such occurrence, $200 for the second such occurrence, and $300 for the third and each subsequent occurrence during the Term of this Agreement. The late fee is to compensate us for our administrative costs incurred in enforcing your obligation to pay us.

3.8. Dishonored Payments. For any amount that you must pay to us or our affiliates, if we are not able to successfully complete a wire transfer or electronic debit for such payment as described Section 3.6 above, or if a check that you issue for such payment is returned by the bank against which it was drawn, due to insufficient funds in your account(s), closure of your account(s) or any other reason resulting in the nonpayment (each a "**Dishonored Payment**"), we have the right to charge a fee of $100 per occurrence (a "**Dishonored Payment Charge**"). We will notify you of each Dishonored Payment and any Dishonored Payment Charge that we impose. We may add the Dishonored Payment Charge to the amount to be paid via the next wire transfer or electronic debit. The Dishonored Payment Charge applies in addition to any late fee and interest that we have the right to charge, or any other remedy to which we are entitled, under this Agreement, at law, or in equity.

3.9 Taxes. You are responsible for all taxes levied or assessed on you or the Franchised Business in connection with your activities under this Agreement.

3.10 Obligations Absolute. You agree that your obligations to pay us (as well as our affiliates) under this Agreement or any other agreement in connection to the Franchised Business are absolute and unconditional, and not subject to abatement or setoff for past or future claims that you may assert.

3.11 Security Agreement. Upon our written request, you agree to grant to us a first-priority security interest in all of your assets (including all proceeds thereof and after-acquired property), as security for all your monetary and other obligations to us or our affiliates arising under or relating to this Agreement or any other agreement. Such assets include all furniture, fixtures, machinery, equipment, inventory and all other property, (tangible or intangible), that you now own or later acquire, used in connection with the Franchised Business, and wheresoever located as well as all contractual and related rights you have under this Agreement and all other agreements between the parties. If we request, you must execute such financing statements, continuation statements, notices of lien, assignments or other documents as we may require in order to perfect and maintain our security interest, including but not limited to a UCC-1 Financing Statement. Alternatively, you authorize us to execute any of the foregoing financing statements, continuation statements, notices of lien, assignments, and/or other documents on your behalf, or on our own (in our name), describing the collateral in such manner as we consider appropriate. You hereby grant us an irrevocable power of attorney, coupled with an interest, to execute, in your name, any of such financing statements, continuation statements, notices of lien, assignments or other documents. You must pay all filing fees and costs for perfecting our security interest.

4. SITE SELECTION, PREPARATION, AND OPENING DEADLINE

4.1. Site Selection and Approval. You will be responsible, at your own expense, for finding and then acquiring, by lease or purchase, a suitable site at which to develop and operate your Franchised Business (the "**Premises**"). Any sites that you propose must be within the area identified in Exhibit A (the "**Site Selection Area**"). You acknowledge and agree that: (a) the sole purpose of designating a Site Selection Area is to identify the geographic area in which you intend (and, upon our written approval, will be authorized) to operate a Franchised Business under the terms of this Agreement; (b) the designation of the Site Selection Area does not grant, and will not be implied to grant, any territorial rights or protections to you or to the Franchised Business; and (c) we reserve all rights as set forth elsewhere in this Agreement, including but not limited to those described in Section 1.3 above. Before committing to a site, you must obtain our written approval of the site to serve as the Premises, as described in Section 4.2 below.

4.1.1. We will give you certain assistance in connection with your selection of Premises and establishment of your Franchised Business:

(a) We will provide to you a copy of our standard site selection criteria and guidelines, including our minimum standards for Franchised Businesses.

(b) We will have the right to provide to you the degree of site selection counseling and assistance that we deem appropriate. If we (either on our own initiative or at your request) consider on-site evaluation necessary or appropriate, you agree to reimburse us for the reasonable expenses that we incur in connection with providing that on-site evaluation (including the cost of travel, lodging and meals).

(c) We will provide, at no charge, our standard image specifications for the construction of the Franchised Business, improvement of the premises, and for the layout of fixtures, furnishings, equipment, and signs. On or before the date you open the Franchised Business, you must return to us the plans and specifications we provided to you (and any copies that you may have made or shared with other parties).

4.1.2 You must submit a site review report and such other information or materials as we may reasonably require (including but not limited to, photographs, demographic information, an option contract, letter of intent, or other evidence satisfactory to us that confirms your favorable prospects for obtaining the site). We will review site approval submissions on a first-in basis.

(a) If we do not approve in writing the proposed site, you must, within 30 days after our disapproval of the proposed site, submit a new proposed site within the Delivery/Catering and Advertising Area for our review and approval.

(b) By no later than 90 days after the Agreement Date, you must have obtained our written approval of a site. If you have not done so, we may elect to terminate this Agreement, and we will not refund to you the Initial Franchise Fee or any other money paid to us.

(c) We will not unreasonably withhold approval of any site that meets our standards. You may not lease or otherwise acquire the right to occupy the proposed site without our prior written approval.

4.2 Site Lease or Acquisition. You must, within 30 days after we approve a site for the Franchised Business (but in no event later than 120 days after the Agreement Date), either by lease or purchase the approved site for the Premises, as further described below.

4.2.1 If you will occupy the Premises under a lease or sublease, you must submit the lease to us for our review and our prior written approval. Your lease (or rider to a lease) must include provisions that will:

(a) Allow us the right to elect to take an assignment of the leasehold interest upon termination or expiration of your rights under this Agreement, and that allow us (or our designee) to operate a “Pizza Fusion” restaurant upon the premises for the remaining term of the lease or sublease;

(b) Require the lessor to provide us with a copy of any written notice of deficiency under the lease sent to you, at the same time as notice is given to you (as the lessee under the lease), and which grants to us the right (but not obligation) to cure any deficiency by you under the lease within fifteen (15) business days after the expiration of the period in which you had to cure any such default should you fail to do so;

(c) Recognize your right to display and use the Proprietary Marks in accordance with the specifications required by the Manual, subject only to the provisions of applicable law;

(d) Require that the premises be used solely for the operation of a Franchised Business; and

(e) Acknowledge that, if this Agreement is terminated or expires (without you renewing your franchise rights): (i) you must take certain steps to de-identify the location as a Pizza Fusion Restaurant; and (ii) lessor will cooperate with us in enforcing your obligation to de-identity, including allowing us, our employees and/or agents to enter the premises and remove signs, décor and materials that bear or display our Proprietary Marks, designs, or logos.

4.2.2 You must deliver to us a copy of the signed lease or sublease to us within fifteen (15) days after it has been signed by you and by the lessor. You may not execute or agree to any modification of the lease or sublease that would affect our rights without our prior written approval of the modification.

4.3 Location Development and Preparation. You must construct, furnish, and open the Franchised Business as required by this Agreement and must open the Franchised Business not later than six (6) months after securing the necessary authorization and approval for permits and/or certificates. Time is of the essence.

4.3.1 You agree that you will do all of the following things:

(a) make sure that you have obtained all necessary zoning permits as well as all required building, utility, health, sign permits and licenses, and any other required permits and licenses;

(b) buy or lease Products and other materials as required under this Agreement (as well as the other specifications that we provide in writing);

(c) in accordance with Section 4.3.2 below, prepare all plans and complete construction, or remodeling, of the Franchised Business, and complete installation of all equipment in compliance with plans and specifications for the Franchised Business that we have approved, as well as all applicable federal, state and local laws, codes and regulations (including, without limitation, the applicable provisions of the ADA, zoning requirements, and permitting requirements), ordinances, building codes and permit requirements;

(d) purchase and install at the Premises all interior and exterior signage, from such suppliers, that we may designate. From time to time, we have the right to require that you purchase and install replacement or additional Signage;

(e) obtain all customary contractors' sworn statements and partial and final waivers of lien for construction, remodeling, decorating and installation services;

(f) obtain and maintain in force during the entire period of construction the insurance required under this Agreement or as otherwise specified in the Manuals;

(g) satisfy all of our pre-opening requirements, whether set out in this Agreement, the Manuals, or as we may otherwise specify;

(h) You must obtain a Certificate of Occupancy within 10 days after completing construction, unless we agree in writing to extend this deadline; and

(i) within thirty (30) days after the store opening, you agree to provide us a full written breakdown of all costs associated with the development of your Franchised Business in the form that we may reasonably require.

4.3.2 Before starting and during any construction or renovation of the Premises, you must, at your own expense, meet all of the following requirements:

(a) You must employ a qualified, licensed architect or engineer who we have designated or approved in writing to prepare, for our approval, preliminary plans and specifications for site improvement and construction of the Franchised Business based upon prototype design and image specifications we furnished to you. We will not unreasonably withhold our approval of special plans and specifications, prepared at your expense, when the Approved Location will not accommodate our standard plans and specifications, provided that such plans and specifications conform to our general design criteria. You will be responsible for the design and layout that your architect or engineer prepares. If we express an opinion about the plans or indicate our approval, it will be merely for the purpose of our own determination that your plans will satisfy our internal standards, specifications, and layout. We will not be in a position to provide any assurances, and therefore can not be deemed to have given any information about, whether your plans satisfy any federal, state, and local laws, codes and regulations (including, without limitation, the Americans with Disabilities Act ("**ADA**")).

(b) After obtaining any required governmental approvals and clearances, you must submit to us, for our approval, final plans for construction based upon the preliminary plans and specifications. Once approved by us, such final plans may not be changed or modified without our prior written consent.

(c) You must employ a qualified, licensed general contractor to construct the Franchised Business and complete all improvements.

(d) Your architect or engineer must also comply with all applicable zoning, signage, seating capacity, parking requirements and alcoholic-beverage (i.e., beer and wine products that we designate or approve) licensing and storage requirements.

(e) Within 10 days after commencing construction, you must provide us with written notice of the date you began construction.

4.3.3 We may require that you provide us a written certification from your registered architect that the Franchised Business has been constructed, furnished, equipped, and decorated in accordance with approved plans and specifications.

4.3.4 We may recommend that you use a construction project manager that we designate for constructing the Premises. If we do so and you choose not to use our recommended construction manager, you must hire a general contractor who is reasonably acceptable to us and who must have the following minimum insurance coverage: (a) commercial general liability in an amount of $2,000,000 combined single limit; (b) comprehensive automobile liability for owned, hired and non-owned motor vehicles in an amount of $1,000,000 combined single limit; (c) workers' compensation, occupational diseases and disability benefits in accordance with applicable statutory requirements; (d) employers' liability in an amount of $1,000,000; (e) employee fidelity bond of $2,000,000; and (f) umbrella form excess liability insurance in excess of the limits provided by the commercial general liability policy required above with limits of $3,000,000 per occurrence and annual aggregate.

4.3.5 Before you can open for business, you must satisfy all of our pre-opening requirements, whether they are set out in this Agreement, the Manuals, or as we may otherwise specify, and you must obtain our written approval prior to opening the Franchised Business. You must open the Franchised Business within seven days after obtaining our written approval for opening, unless we agree in writing to extend this deadline.

4.4. Our Review. Any reviews that we conduct under this Section 4 are only for our benefit. You acknowledge that our review and approval of a site, lease, sublease, design plans or renovation plans for a Franchised Business do not constitute a recommendation, endorsement, or guarantee of the suitability of that location or the terms of the lease, or sublease, or purchase agreement. You agree that you will take all steps necessary to determine for yourself whether a particular location and the terms of any lease, sublease, or purchase agreement for the site are beneficial and acceptable to you.

4.5 Opening Deadline. You must begin operating the Franchised Business by the opening deadline specified in Appendix A. The date you actually open the Franchised Business is the "**Opening Date**."

4.6 Relocation and other Uses of the Premises. You may not relocate the Franchised Business from the Premises without our prior written consent. You may only use the Premises for the purpose of operating your Franchised Business and for no other purpose. You may not sublet or otherwise allow any other party to operate any enterprise at your Premises without our prior written approval.

5. TRAINING

5.1. Initial Training Program

5.1.1. Before you begin operating, the two persons who you designate (and who we find acceptable) to provide managerial responsibilities (each a "**Manager Trainee**") must all successfully attend (at the same time) and successfully complete our initial training program (we may designate portions of the training program that each person must attend and successfully complete), which is held at our headquarters and/or another location(s) that we specify. One Manager Trainee must be your Operating Principal (who meets the criteria in Section 6.15 of this Agreement), unless we mutually agree otherwise. You may designate another person who will be active in the day-to-day activities and management of the Franchised Business to be the second Manager Trainee. You may ask that additional employees be allowed to attend the portions of the initial training that are designed for your employees, and we will have the right to approve or disapprove that request. All trainees must be persons that we find acceptable at all times to serve in their respective capacities. As of the Effective Date, our training program has two components, as follows:

(a) An Advanced Operations Course for your Operating Principal, which consists of up to twelve days for your Operating Principal and is conducted at our training facilities in Broward County, Florida, or at another location that we may specify in writing.

(b) A Basic Operations Course for any Manager Trainee other than your Operating Principal, which consists of up to twelve days of training and is conducted at our training facilities in Broward County, Florida, or at another location that we may specify in writing. Your Manager Trainees (other than your Operating Principal), and such of the Franchisee's other employees as we designate must attend this component of training.

5.1.2. We will issue a certificate of completion for each Manager Trainee who completes the initial training program we require to our satisfaction (each such person will be referred to as a "**Certified Manager**"). We have the right to determine whether a person has or has not successfully completed training. If you (or your personnel) fail to complete initial training to our satisfaction, we may permit you (or they) to repeat the course or allow you to send a substitute to the next available scheduled training session; however, we will have no obligation to extend the opening deadline in Section 4 for this purpose.

5.1.3. We have the right to reduce the duration or content of the training program for any trainee who has prior experience with our concept or in similar businesses. We also may allow you to train certain of your managers (which may include Certified Managers) and successors in those positions at your location.

5.1.4. Failure to complete the initial training program constitutes grounds for termination, as provided in Section 15 of this Agreement.

5.2. Opening Training and Assistance. We provide up to fourteen (14) days of pre-opening training and opening assistance at your Premises. The Operating Principal and the other Manager Trainee and such of your other employees as we designate must attend this component of training, which will begin approximately seven days before the Opening Date and conclude approximately seven days thereafter.

5.3. Additional Training by Us. We may require your Certified Managers and/or other designated persons to successfully complete additional training courses during the Term of this Agreement at a location that we specify (including an annual conference for franchisees in the System). We may also offer optional training programs. You may also request that we provide additional training at the location of your Franchised Business, and we will provide such training if we determine that we are able to do so. We may charge you a training fee and our out-of-pocket expenses for all additional training programs, whether mandatory or optional, or whether you request or we require such training, which fee shall be as set forth in the Manual or otherwise in writing.

5.4. Training by You. We have the right to specify training programs related to the System that you must conduct for your employees using approved training materials or that we will provide at our headquarters. For any training of your personnel that we conduct, you are responsible for expenses incurred while they attend training, including salaries, benefits, travel, lodging, meals, and other related expenses. We reserve the right to charge you for training additional personnel.

5.5. Training Materials and Methods. All training materials that we provide to you remain our property. We have the right to provide training programs in person, on tape, via the Internet or other electronic means, or by other means and media, as we determine.

5.6. Expenses. We will provide instructors, facilities, and materials for the initial training program at no charge, provided that all of your personnel are trained during the same training session. We reserve the right to charge a reasonable fee for training additional personnel (in excess of two), re-training persons who are repeating the course or replacing a person who did not pass. For all training, including initial training, you are responsible for any travel expenses, living expenses, wages, and other expenses incurred by your trainees.

6. OPERATIONS

6.1. Compliance with Standards. You agree to comply with all mandatory specifications and procedures set forth from time to time in our confidential operating manual (the "**Manual**"). You acknowledge that the accounting practices, record keeping, software, services, and operation of your Franchised Business are important to us and our other franchisees. However, you acknowledge that we have the right to vary our standards and specifications, in our reasonable judgment, to accommodate circumstances of individual franchisees.

6.2. Products and Services You May Offer. You may offer customers only the products and services that we have expressly authorized Franchised Businesses to offer, as we have the right to specify in the Manual from time to time. We have the right to change the authorized products and services, and we may designate specific products or services as optional or mandatory (including alcoholic beverages). You acknowledge that we may approve some services, products, and other items for certain franchisees and not others based on legitimate business reasons. You must use menus that meet our then-current specifications as to content, materials, finish, style, pattern, and design.

6.3. Secret Recipe Products. We have developed and may continue to develop additional Secret Recipe Products. The Secret Recipe Products are our proprietary products. In order to maintain the high standards of quality, taste, and uniformity of these products and protect the proprietary nature of these products, you agree to purchase the Secret Recipe Products only from us, our affiliates or from sources that we designate or approve and license

6.4 Sourcing of Other Products, Equipment and Supplies.

6.4.1. Without limiting Section 6.3 above, we have the right to require that all of the food items, equipment (including but not limited to vehicles used in connection with the Franchised Business), supplies, materials, and other products and services used or offered for sale at your Franchised Business: (a) meet specifications that we establish from time to time; and/or (b) be purchased only from suppliers that we have expressly approved; and/or (c) be purchased only from a single source (which may include us or our affiliates or a buying cooperative that we organize). To the extent that we establish specifications, require approval of suppliers, or designate specific suppliers for particular items, we will publish our requirements in the Manual.

6.4.2. If you would like to use or offer food items (other than the Secret Recipe Products), equipment, supplies, materials, and other products and services that we have not approved, or purchase from a vendor, supplier, distributor, or other source (together, "supplier(s)") that we have not approved, then you must submit to us a written request for approval. We have the ongoing right to inspect any proposed supplier's facilities and to test samples of the proposed products or services. You agree to pay us an amount not to exceed the reasonable cost of the inspection and our actual cost of testing the proposed product or service, including personnel and travel costs, whether or not we ultimately approve the supplier. We have the right to grant, deny, or revoke approval of products, services, and suppliers. We will notify you in writing of our decision as soon as practicable following our evaluation. We reserve the right to reinspect the facilities and products of any approved supplier and to revoke approval if we find that the supplier fails to meet any of our then-current criteria. If you receive a notice of revocation of approval, you agree to immediately stop buying products or services from the disapproved supplier and, in the case of revocation based on failure of products to meet our standards, you agree to dispose of your remaining inventory of the disapproved supplier's products as we direct.

6.4.3. If you wish to test market an item that we have not approved, then, so long as we have given you our prior written approval, you may do so for so long, and on such terms, that we mutually agree upon (a "**Test**"), and the item so tested, and all associated formulae, plans, and materials, will become our property. If, following the Test, we determine that we will approve the tested item, then for so long as we deem that item to be an "approved item" under this Agreement, you will have the right to use that item under the terms of this Agreement; and we will have the right to use and market that item as we see fit, including but not limited to use in our own Restaurants as well as that of other licensees and franchisees, without compensation to you. You agree to sign such documents (and require your employees and any independent contractors that you have engaged to sign such documents) as we may require in order to implement the provisions of this Section 6.4.3.

6.4.4. We and our affiliates may receive payments or other compensation from suppliers on account of such suppliers' dealings with you and other franchisees; and, we may use all amounts so received for any purpose we and our affiliates deem appropriate.

6.5. Delivery Vehicles. If you wish to use a vehicle to provide delivery services (a "**Delivery Vehicle**") as part of your Franchised Business, you must comply with the specifications and standards that we may periodically prescribe in the Manuals for Delivery Vehicles. Our specifications and standards may include, among other things: designating Delivery Vehicles specific make and model; limitations on the Useful Life for a Delivery Vehicle and standards for maintenance or repair services.

6.5.1. The term "**Useful Life**" means the period of time after which you must stop using the Delivery Vehicle for the Franchised Business. We have the right to determine the Useful Life of any Delivery Vehicle, which may include reasonable standards as to how many model years old the vehicle may be, the appearance of the vehicle, and the performance of the vehicle. After the Useful Life, you must remove all Proprietary Marks and any other indicia associating the Delivery Vehicle with the System, and immediately purchase or lease a new Delivery Vehicle.

6.5.2. We have the right to specify the makes and models of Delivery Vehicles approved for use by our franchisees, and anticipate that we will make changes over time to reflect and take advantage of advances in technology and/or alternative energy powered vehicles.

6.6. Alcohol Permits. Before you begin operating the Franchised Business you must obtain, and at all times thereafter you must maintain, all licenses and permits required to sell, dispense, and store beer and wine beverages and be prepared to offer and sell such beer and wine products to customers at the Premises as we designate as mandatory product offerings, unless you obtain from us a written waiver of this requirement. You must comply with all laws and regulations relating to the selling, dispensing, and storing of alcoholic beverages. You must also comply with the standards, specifications, and terms that we may establish regarding the offer, sale, and presentation of alcoholic beverages, as require or approved products. You must obtain and maintain appropriate insurance coverage for you and for our benefit, including any minimum coverages that we may establish.

6.7. Image Standards. You must keep the Premises, vehicles, equipment, and uniforms used in the Franchised Business and/or by your employees in the highest degree of cleanliness, orderliness, appearance, sanitation, and repair in accordance with our standards and specifications, including but not limited to those set out in our Manuals.

6.8. Employees. Your employees must wear uniforms, or comply with such other dress code as we may require, and otherwise identify themselves with the Proprietary Marks at all times in the manner we specify while on a job for the Franchised Business.

6.9. Employment Responsibilities. You have sole responsibility for all employment decisions and functions related to your Franchised Business, including hiring, firing, compensation, benefits, work hours, work rules, record-keeping, supervision, and discipline of employees. You must take such steps as are necessary to ensure that your employees preserve good customer relations; render competent, prompt, courteous, and knowledgeable service; and meet any minimum standards that we may establish from time to time in the Manual, which may include standards as to the minimum number of employees, which we may determine, necessary to meet the anticipated volume of business and to achieve the goals of the System.

6.10. Customer Service Program. You acknowledge that providing superior customer service is a vital component of the System. You must participate in customer service programs, which we have the right to specify from time to time in the Manual. Such programs may include the use of independent evaluation service to conduct "mystery customer" quality control, customer satisfaction surveys, or any other quality control or evaluation programs. If you receive an unsatisfactory or failing report in connection with any such program, you must immediately implement any remedial actions we require and pay us all expenses we incurred to have the evaluation service evaluate the Franchised Business, and all expenses we may have incurred to inspect the Franchised Business thereafter.

6.11. Customer List. You must create and maintain, in such manner as we may from time to time require, a current customer list (the "**Customer List**") containing as to each of your customers, such customer's name, e-mail address, location address, telephone number and zip code (9 digits). You must provide a copy of such list to us on a quarterly basis (or at such other intervals as we may prescribe). The Customer List is, and remains, our exclusive property, you hereby assign to us all rights you now have or hereafter may acquire in the Customer List. After the expiration or termination of this Agreement, you may not retain, use or disclose the Customer List, or any of the information contained therein, without our written authorization.

6.12. Major Accounts

6.12.1. You acknowledge that our negotiation of Major Accounts, including rates and services to be performed, enhances the potential value of the System and inures to your benefit as well as to our benefit and that of other Restaurant franchisees. As noted in Section 1.3 above, we reserve the right to provide products and services to all Major Accounts. We may offer you the right to provide products and services to a Major Account within your Delivery/Catering and Advertising Area. If you accept the obligation to provide products and services to a Major Account, you must service such Major Account on our behalf, in accordance with the pricing and other terms that we negotiate with the Major Account customer. You may not enter into any relationship with a Major Account customer that we deem to conflict with the customer's Major Account arrangement with us. We will have the right to handle all billing and collection for services performed under a Major Account arrangement. Certain Major Account customers may require that we provide additional volume rebates, which we will negotiate with the customer on a case-by-case basis. You will have the option not to provide products or services to any Major Account customer that is offered to you.

6.12.2. We may terminate your right to provide products and services to a Major Account customer at any time by giving you at least 30 days' prior written notice, and you may terminate your right to provide products and services to a Major Account at any time by giving us at least 30 days' prior written notice. If we elect not to offer you the opportunity to provide products or services to a Major Account, if you decline the option to accept a Major Account, if your right to provide products or services to a Major Account terminates, or if you fail to satisfy the conditions and obligations of any Major Account agreement, we have the right to service and/or authorize others to service Major Account customers within your Delivery/Catering and Advertising Area without any compensation to you. We have no obligation to permit you to provide products or services to a Major Account or to transfer any Major Account customer to you if you are subsequently willing and able to provide service.

6.13. Inspections. We have the right, at any time during normal business hours: (i) to conduct inspections of the Franchised Business; (ii) to interview your employees, work crews, and customers; and (iii) to review your business records, including those maintained electronically or off premises. We can initiate these actions with or without prior notice to you. You must cooperate with such inspections by giving our representatives unrestricted access and rendering such assistance as our representatives may reasonably request. If we notify you of any deficiencies after the inspection, you must promptly take steps to correct them. If you fail to correct any deficiencies within a reasonable time, we have the right to correct such deficiencies and to invoice you for our expenses.

6.14. Compliance with Laws. You agree to operate the Franchised Business in full compliance with all applicable municipal, county, state, and federal laws, rules, regulations, and ordinances. You have sole responsibility for such compliance despite any information or advice that we may provide. (To the extent that the requirements of those laws are in conflict with the terms of this Agreement, the Manuals, or our other instructions, you must: (a) comply with those laws; and (b) immediately give us written notice of the conflict.)

6.15. Operating Principal and Management Supervision

6.15.1. If you are a corporation, partnership or LLC, you must have an individual owner serve as your Operating Principal. The Operating Principal must own a majority of the voting and ownership interests in the franchisee entity, unless you obtain our prior written approval for the Operating Principal to hold a smaller interest. The Operating Principal must complete our training program, must have authority over all business decisions related to the Franchised Business, and must have the power to bind you in all dealings with us. You may not change the Operating Principal without our prior approval.

6.15.2. At all times that the Franchised Business is operating, it must be under the personal, on-premises supervision of the Operating Principal who is a Certified Manager, or another individual who is a Certified Manager. You may not permit the Franchised Business to be operated, managed, directed, or controlled by any other person without our prior written consent. At least one Certified Manager must devote, on a full-time basis, his or her best efforts to managing and operating the Franchised Business. Unless we agree otherwise in writing, before the Operating Principal or any other manager may manage the Franchised Business, he or she must become a Certified Manager (as provided in Section 5.1.2) and acquire any food-safety-program certification that the local, state or municipality may require, as well as any other licenses, permits, and certifications that we may require from time to time.

6.15.3 If the Certified Manager is an individual other than Operating Principal, and such Certified Manager ceases to satisfy his or her obligations under this Agreement due to death, disability, termination of employment, or for any other reason, the Operating Principal must satisfy such obligations until you designate a new Certified Manager of the Franchised Business, who is acceptable to us and has successfully completed the initial training program we require.

6.15.4. All persons with a 5% or greater ownership interest in the franchise must sign a personal guaranty on the form attached to this Agreement as Appendix B.

6.16 Maintenance of Premises. You must at all times maintain the Franchised Business in a high degree of sanitation, repair, and condition, and must make such additions, alterations, repairs, and replacements (but no others without our prior written consent) as may be required for that purpose, including, without limitation, such periodic repainting or replacement of obsolete signs, furnishings, equipment, and decor as we may reasonably direct.

6.17 Ongoing Upgrades and Refurbishments. Throughout the term of this Agreement, you must maintain all of the fixtures, furnishings, equipment, decor, and signs that we prescribe from time to time in the Manuals or otherwise in writing. If we determine that additional or replacement equipment is needed because of a change in menu items or method of preparation and service, a change in technology, customer concerns, health or safety considerations, or because of any other reason, you agree that you will install the additional equipment or replacement equipment within the reasonable time we specify.

6.18 Five-Year Refurbishment and Renovations. At our request, but not more often than once every five (5) years (and not before the fifth year after you begin operating), unless sooner required by your lease, you must refurbish the Premises, at your expense, to conform to the restaurant design, façade, signage, trade dress, color schemes, and presentation of the Proprietary Marks in a manner consistent with the then-current image for new Pizza Fusion restaurants. Such refurbishment may include structural changes, installation of new equipment and signs, remodeling, redecoration, and modifications to existing improvements, and, shall be completed pursuant to such standards, specifications, and deadlines as we may reasonably specify.

6.19. Insurance.

6.19.1. Types and Amounts of Coverage. Throughout the entire Term, you must maintain such types of insurance, in such amounts, as we may require. Such insurance is in addition to any other insurance that may be required by applicable law, your landlord, or otherwise. Policies that we require must be written by an insurance company reasonably satisfactory to us with an A.M. Best rating of "A" or better, and, must name us as an additional insured party. At a minimum, such policies must include the following:

(a) commercial general liability insurance, completed-operations and independent-contractors coverage in the amount of $1,000,000, per person/per occurrence for bodily injury and property damage combined with a general aggregate of $3,000,000.

(b) workers'-compensation coverage in the amount of at least $100,000/$500,000/$100,000, unemployment insurance and employer's liability insurance, as well as such other insurance as may be required by statute or rule of the state in which the Franchised Business is located;

(c) fire, lightning, vandalism, theft, malicious mischief, flood (if in a special flood-hazard area), sprinkler damage, and the perils described in ex-tended-coverage insurance with primary and excess limits of not less than the full-replacement value of the supplies, furniture, fixtures, equipment, machinery, inventory, and plate glass having a deductible of not more than $1,000 and naming us as a loss payee;

(d) automobile liability insurance-including coverage of vehicles not owned by you, but used by employees in connection with the Franchised Business, with a combination of primary and excess limits of not less than $1,000,000;

(e) commercial blanket bond in the amount of $100,000; and

(f) such other insurance, in such amounts, as we reasonably require for our and your protection.

At any time, we may adjust the amounts of coverage required under such insurance policies and require different or additional kinds of insurance, including excess liability insurance.

6.19.2. Evidence of Insurance. By the dates specified below, an approved insurance company must issue a certificate of insurance showing compliance with the insurance requirements in this Section 6.19 and you must furnish us with a paid receipt showing the certificate number: (a) 30 days before beginning construction of the Premises; (b) if the Premises are constructed and presently owned or leased by you, 10 days from the Agreement Date; or (c) if the Premises are not presently owned or leased, 10 days after ownership of the Premises is conveyed to you or you sign a lease for the Premises. The certificate of insurance must include a statement by the insurer that the policy or policies may not be canceled, subject to nonrenewal, or materially altered without at least 30 days' prior written notice to us. Upon our request, you must supply us with copies of all insurance policies and proof of payment. Every year, you must send us current certificates of insurance and copies of all insurance policies.

6.19.3. Requirements for Construction and Renovation. In connection with any construction, renovation, refurbishment, or remodeling of the Premises, you must cause the general contractor to maintain commercial general liability insurance (with comprehensive automobile liability coverage for both owned and non-owned vehicles, builder's risk, product liability, and independent contractors coverage) with a reputable insurer. Such insurance must be in the amount of at least $1,000,000 and must name us and you as an additional named insured party, as our respective interests may appear. You must also cause the general contractor to maintain workers' compensation and employer's liability insurance as may be required by law.

6.19.4. Our Right to Participate in Claims Procedure. We, or our insurer, may participate in discussions with your insurance company or any claimant (in conjunction with your insurance company) regarding any claim.

6.19.5. Waiver of Subrogation. To the extent this Section may be effective without invalidating, or making it impossible to secure, insurance coverage from responsible insurance companies that are doing business in your state (even though an extra premium may result), with respect to any loss covered by insurance we and you then carry, neither party's insurance companies have any right of subrogation against those of the other.

6.19.6. Effect of Our Insurance. Any insurance that we maintain does not in any way limit or affect your obligation to obtain and maintain the foregoing policy or policies in the amounts specified in this Section. Our performance of your obligations will relieve you of liability under the indemnity provisions set forth in this Agreement.

6.19.7. Your Failure to Maintain Insurance. If, for any reason, you fail to procure or maintain the insurance required by this Agreement (as we may revise from time to time), we have the right (but not the duty) to procure such insurance. If we do so, we may charge the cost of such insurance, plus interest at the contract interest rate, to you. Upon demand, you must immediately pay us such charges, together with a reasonable fee for our expenses in so acting.

6.19.8. Group Insurance. We may make available to you insurance coverage through group or master policies we arrange (such as relating to property and casualty, workers' compensation, liability and health, life and disability insurance).

6.20. Vendors. You agree to promptly pay, when due, all trade creditors and vendors (including but not limited to any that are affiliated with us) that supply goods and/or services to you in connection with operating your Franchised Business.

6.21. General Advice. We will make available to you information about new developments, techniques, and improvements in the areas of operations, management, and marketing, to the same extent as we make the information available to other Restaurant franchisees in good standing. We may fulfill our obligation in this section through the distribution of printed or filmed material, an Extranet or other electronic forum, meetings or seminars, individual or group counseling, training programs, telephone communications, or other forms of communications.

6.22 Special Assistance. If you request, and we can reasonably accommodate such request, we will furnish non-routine guidance and assistance to deal with your unusual or unique operating problems at reasonable per diem fees and charges that we periodically establish, as well as our out-of-pocket expenses.

6.23 Credit Cards and Other Methods of Payment. At all times, you must maintain credit-card relationships with the credit- and debit-card issuers or sponsors, check or credit verification services, financial-center services, and electronic-fund-transfer systems that we designate as mandatory, and you must not use any such services or providers that we have not approved in writing or for which we have revoked our approval. We have the right to modify our requirements and designate additional approved or required methods of payment and vendors for processing such payments, and to revoke our approval of any service provider. You must comply with all our credit-card policies, including minimum purchase requirements for a customer's use of a credit card as prescribed in the Manual.

6.24 Conferences. We may conduct annual conferences or conventions, which may include training sessions. We may require your Operating Principal, Certified Managers, and other designated employees to attend the conferences. You will be solely responsible for all costs incurred by you and your employees in attending any conferences or conventions.

6.25 Pricing. We may, from time to time, but only to the extent permitted by law, establish and impose maximum and minimum prices for the goods and services that you are permitted to sell or offer to sell. If we do so, you must not set your prices below the minimum level that we have established, and not above the maximum level that we have established.

6.26 Certification of Performance. After we perform our preopening obligations under this Agreement, we may request that you execute a certification (the "**Certification of Performance**"), in a form we reasonably request, confirming such performance. If we make this request, you must execute and deliver the Certification of Performance to us within three-business days of our request. If, however, you do not reasonably believe that we have performed all our preopening obligations under this Agreement, you must, within said three-day period, provide us with written notice specifically describing the obligations that we have not performed. Not later than three-business days after we complete all the obligations specifically described in your notice, you must execute and deliver the Certification of Performance to us. You must do so even if we performed such obligations after the time performance was due under this Agreement. The term "preopening obligations" means such of our obligations to you under this Agreement that must be performed before the Opening Date for the Franchised Business.

7. PROPRIETARY MARKS

7.1. Your Right to Use the Proprietary Marks. Your right to use the Proprietary Marks applies only to the Franchised Business operated from the Premises as expressly provided in this Agreement. During the Term of this Agreement and after its expiration or termination, you agree not to directly or indirectly contest, or aid in contesting, the validity or ownership of the Proprietary Marks or take any action detrimental to our rights in the Proprietary Marks.

7.2. Your Acknowledgments. You acknowledge that: (a) the Proprietary Marks serve to identify our services and the businesses operating under the System; (b) your use of the Proprietary Marks under this Agreement does not give you any ownership interest in them; and (c) all goodwill associated with and identified by the Proprietary Marks inures exclusively to our benefit and is our property. Upon the expiration or termination of this Agreement, no monetary amount will be attributable to goodwill associated with your activities as a franchisee under this Agreement.

7.3. Limitations on Use of the Proprietary Marks. You agree:

7.3.1. To use only the Proprietary Marks we designate, and only in the manner we authorize;

7.3.2. To use the Proprietary Marks only for the operation of the Franchised Business and only at the Premises, or in advertising we have approved for the business conducted at the Premises;

7.3.3. To operate and advertise the Franchised Business only under the name "Pizza Fusion" without prefix or suffix;

7.3.4. To ensure that the Proprietary Marks are used together with the symbol (such as "®", "™", or "SM") that we require from time to time.

7.3.5. To permit us or our representatives to inspect your operations to assure that you are properly using the Proprietary Marks;

7.3.6. To use the Proprietary Marks to promote and to offer for sale only the products and services that we have approved, and not use any Proprietary Marks in association with the products, materials or services of others;

7.3.7. You agree not to use or permit the use or display of the Proprietary Marks as part of any Internet domain name or website, or any other electronic identifier (including but not limited to e-mail addresses, account names in a social media site, and the like) of you or the Franchised Business in any forum or medium;

7.3.8. Not to use the Proprietary Marks to incur any obligation or indebtedness on our behalf;

7.3.9. Not to use any of the Proprietary Marks as part of your corporate or legal name;

7.3.10 That your use of the Proprietary Marks does not give you any ownership or other interest in or to the Proprietary Marks (except the license granted by this Agreement);

7.3.11 To accept the validity of the Proprietary Marks as they exist now and in the future and agree that you will not contest the validity of any of the Proprietary Marks at any time; and

7.3.12 To comply with our instructions in filing and maintaining trade name or fictitious name registrations, and sign any documents we deem necessary to obtain protection of the Proprietary Marks or to maintain their continued validity and enforceability.

7.4. Changes to the Proprietary Marks. We have the right, upon reasonable notice, to change, discontinue, or substitute for any of the Proprietary Marks and to adopt new Proprietary Marks for use with the System without any liability for any diminishment of the brand. You agree to implement any such change at your own expense within the time we reasonably specify.

7.5. Third-Party Challenges. The parties agree as follows:

7.5.1 You agree to promptly notify us if you learn of any suspected infringement of the Proprietary Marks, any challenge to the validity of the Proprietary Marks, or any known challenge to our ownership of, or your right to use, the Proprietary Marks.

7.5.2 You understand and agree that we will have the sole right to direct and control any administrative proceeding or litigation involving the Proprietary Marks, including any settlement of such a matter. You also understand and agree that we have the sole right, but not the obligation, to take action against uses by others that may constitute infringement of the Proprietary Marks.

7.5.3 If you have used the Proprietary Marks in accordance with this Agreement and our other written instructions, then we will defend you, at our expense, against any third party claim, suit, or demand involving the Proprietary Marks arising out of your use of those marks. If you have used the Proprietary Marks but not in accordance with this Agreement and our other written instructions, then we will still defend you, but at your expense, against such third party claims, suits, or demands; and you agree to pay all of our expenses (including but not limited to attorney's fees and any settlements or judgments) when we ask that you do so. In any case, though, you will be responsible for your staff's payroll and related costs.

7.5.4 If we undertake the defense or prosecution of any litigation relating to the Proprietary Marks, you agree to execute any and all documents and do the things that our counsel deems necessary to carry out such defense or prosecution (including, but not limited to, becoming a nominal party to any legal action).

8. BUSINESS RECORDS AND REPORTING

8.1. Business Records. You agree to keep complete and accurate books, records, and accounts of all business conducted under this Agreement, in the form and manner prescribed in the Manual or other written instructions. You must preserve all of your books and records in at least electronic form for seven (7) years from the date of preparation.

8.2. Reports and Financial Statements.

8.2.1 You agree to submit financial and operational reports and records and documents to us at the times and in the manner specified in the Manual or other written instructions. You agree to submit, (a) within twenty (20) days after the end of each calendar month, a balance sheet and income statement, and (b) within ninety (90) days of the end of each fiscal year, an annual balance sheet and income statement. Upon our request, each such financial statement must accompanied by an unqualified review opinion from an independent certified public accountant acceptable to us. You or the Operating Principal must certify that the income statement and balance sheet are correct and complete and that they have been prepared in accordance with generally accepted accounting principles in the US (or, if we request, international financial reporting standards if, by then, IFRS have been adopted in the US). You must also submit to us a complete photocopy of the Franchised Business' annual federal and state income tax returns when you file such reports with the appropriate tax authorities.

8.2.2 If we request in writing, you agree that your financial institution is authorized to send us a monthly statement of all activity in the designated account (and such other reports of the activity in the operating account as we reasonably request) at the same time as it sends such statements to you. You also agree to sign such documents as your financial institution may require in order to implement this provision.

8.2.3 If you maintain other accounts of any type for the Franchised Business, you agree to provide us with a written description of those accounts and to provide to us copies of the monthly statements for all such accounts and the details of all deposits to, and withdrawals from, those accounts.

8.3. Examination and Audit Rights. We have the right, both during and after the Term of this Agreement, to inspect, copy and audit your books and records, your federal, state and local tax returns, and any other forms, reports, information or data that we may reasonably designate. We will provide you 10 days written notice before conducting an in-person financial examination or audit. We may conduct the examination or audit at our offices or those of a third-party, in which case we may require you to send us your records. If the examination or audit reveals an understatement of Gross Revenues, you must immediately pay us any Royalty fees, Advertising Contributions, or other amounts owing, plus interest as provided in Section 3.8. If Gross Revenues have been understated by more than 2% for the period covered by the examination or audit, you must also: (1) reimburse us for the full reasonable cost of the examination or audit, including, travel, lodging, meals, and wages of our representatives and the legal and accounting fees of any attorneys or independent accountants we use for the examination or audit; and (2) at our request, thereafter provide us with periodic audited financial statements. If you have understated Gross Revenues by 2% or more on three or more occasions in any twelve-month period, or by 5% or more for any period of four (or more) consecutive weeks, we have the right to terminate this Agreement with no opportunity for cure. The foregoing remedies are in addition any other remedies and rights available to us under this Agreement or applicable law.

8.4. Governing Documents. If you are a corporation, partnership, LLC, or LLP, or transfer this Agreement to a corporation, partnership, LLC, or LLP, then, upon our request, you must provide to us a list of holders of direct or indirect equity interests and their percentage interests, as well as copies of your governing documents and any other corporate documents, books, or records. The Owners may not enter into any shareholders' agreement, management agreement, voting trust or other arrangement that gives a third party the power to direct and control your affairs without our prior written consent. Throughout the Term of this Agreement, your governing documents must provide that no transfer of any ownership interest may be made except in accordance with Section 14 of this Agreement. Any securities that you issue must bear a conspicuous printed legend to that effect.

8.5. Back-office. We have the right to require that you use an independent bookkeeper and/or independent accounting firm that we designate, in writing, for all such requirements of your Franchised Business. If we make such a designation, you agree to promptly work and cooperate with the designated bookkeeper and/or accountant.

9. MARKETING FUND AND ADVERTISING

9.1 Pizza Fusion Marketing Fund

9.1.1. We have the right, but not the obligation, to establish, maintain, and administer a fund for the marketing of the "Pizza Fusion" brand and Restaurants (the "**Marketing Fund**"). You must contribute each Period (commencing from the time we establish the Marketing Fund) to the Marketing Fund as provided in Section 3.3.

9.1.2. We have the right to determine the proper operation and other decisions of the Marketing Fund. We may use your contributions and any earnings on the Marketing Fund for any costs associated with advertising, marketing, public relations, and/or promotional programs and materials, and any other activities we believe would benefit Franchised Businesses generally, including advertising campaigns in various media; creation and maintenance of one or more Websites; direct mail advertising; market research, including secret shoppers and customer satisfaction surveys; employing advertising and/or public relations agencies; purchasing promotional items; conducting and administering promotions, contests, giveaways, public relations events, community involvement activities, etc.; and providing promotional and other marketing materials and services to our franchisees. We have the right to direct all marketing programs, with the final decision over creative concepts, materials, and media used in the programs and their placement. We do not guarantee that you will benefit from the Marketing Fund in proportion to your contributions to the Marketing Fund.

9.1.2. We will deposit all contributions to the Marketing Fund in an account separate from our other funds and will not use them to defray any of our general operating expenses, except for reasonable administrative costs and overhead we incur in activities reasonably related to the administration of the Marketing Fund or the management of Marketing Fund-supported programs (including full or partial salaries of our personnel who devote full- or part-time services to Marketing Fund activities).

9.1.3. We will make available to you, at a reasonable cost, any promotional materials produced with Marketing Fund monies, and we will deposit the proceeds of those sales into the Marketing Fund account. We are not required to have an independent audit of the Marketing Fund completed. We will make available an unaudited statement of contributions and expenditures for the Marketing Fund 60 days after the close of our fiscal year to franchisees that make a written request for a copy.

9.2. Local Marketing. Beginning on the Opening Date, during each consecutive three-calendar-month period during the Term, you must spend three percent (3%) or more of your Gross Sales on local marketing of the Franchised Business. You must make these local marketing expenditures on a quarterly basis, based upon your Gross Sales calculated for the current year on an annualized basis. Your local spending obligation is in addition to your Marketing Fund contributions. Upon our request, you agree to submit to us, for our approval, an annual proposal and quarterly proposals detailing your plan for implementing your local marketing budget. At our request, you must submit appropriate documentation to verify compliance with the minimum spending obligation. All local advertising, marketing, and promotions by you must be in such media, and such types and format as we may approve; must be conducted in a dignified manner; and, must conform to such standards and requirements as we may specify. You must not use any advertising, marketing materials, or promotional plans unless and until you have received written approve from us, pursuant to the procedures and terms set forth in Section 9.5 below. We have the right to periodically designate in the Manual the types of expenditures that will or will not count toward the minimum annual spending requirement. You must advertise the Franchised Business in all major directories in your Delivery/Catering and Advertising Area, including local online directories, as specified in the Manual. If you advertise jointly with other franchisees, your share of the cost will count toward your local spending requirement under this Section 9.2.

9.3. Regional Fund. We have the right to designate any geographical area for purposes of establishing a regional marketing fund ("**Regional Fund**"). If we have established a Regional Fund for the geographic area in which your Franchised Business is located by the time you commence operations hereunder, you must immediately become a member of such Regional Fund. If we establish a Regional Fund for the geographic area in which your Franchised Business is located the Term of this Agreement, you must become a member of such Regional Fund within thirty (30) days after the date on which the Regional Fund commences operation. In no event will you be required to be a member of more than one Regional Fund. The following provisions shall apply to each such Regional Fund:

9.3.1 Each Regional Fund will be organized and governed in a form and manner, and will commence operations on a date, that we have approved in advance in writing.

9.3.2 Each Regional Fund will be organized for the exclusive purpose of administering regional marketing programs and developing, subject to our approval, standardized promotional materials for use by the members in local marketing and promotion.

9.3.3 No advertising, marketing, or promotional plans or materials may be used by a Regional Fund or furnished to its members without our prior approval pursuant to the procedures and terms as set forth in Section 9.5 below.

9.3.4 You must contribute each Period (commencing from the time we establish the Marketing Fund) to the Marketing Fund as provided in Section 3.3, together with such statements or reports as we, or the Regional Fund with our prior written approval, may require. If we request, you must submit your Regional Fund contribution and reports to the Regional Fund directly to us for distribution to the Regional Fund.

9.3.5 A majority of the Restaurant owners in the Regional Fund may vote to increase the amount of each Restaurant owner's Regional Fund contribution by up to an additional two percent (2%) of each Restaurant's Gross Revenues. Voting will be on the basis of one vote per Restaurant, and any locations that we operate in the region, if any, will have the same voting rights as those owned by our franchisees. You must contribute to the Regional Fund in accordance with any such vote by the Regional Fund to increase each Restaurant's contribution by up to two percent (2%) of the Gross Revenues of your Franchised Business.

9.3.6 We will credit the contributions you make to the Regional Fund against the amounts you must spend on local advertising under Section 9.2 above.

9.3.7 Although once established, each Regional Fund is intended to be of perpetual duration, we maintain the right to terminate any Regional Fund. A Regional Fund will not be terminated, however, until all monies in that Regional Fund have been expended for marketing and/or promotional purposes.

9.4 Initial Advertising Campaign. You agree to conduct a Grand Opening Advertising Program for the Franchised Business throughout the first four weeks after the Opening Date, spending an amount not less than $12,000. You must obtain our prior written approval as provided in Section 9.5 below before implementing any advertising plans and/or making any use or placement of advertising and promotional materials as part of the Grand Opening Advertising Program. You acknowledge that the Grand Opening Advertising Program may not be sufficient in all cases to develop adequate exposure to the services offered by your Franchised Business, and that it may be necessary for you to supplement the Grand Opening Advertising Program with additional advertising and promotional expenditures and efforts.

9.5. Advertising Approval. You agree to conduct all advertising in a dignified manner and to conform to the standards and requirements we specify from time to time in the Manual or other written materials. We will make available to you approved advertising and promotional materials, including signs, posters, collaterals, etc. that we have prepared. We will have the final decision on all creative development of advertising and promotional messages. You must submit to us in writing, for our approval before your use, all proposed plans, promotion materials, and advertising that we did not prepare or approve in the previous year. If you do not receive our written approval within 10 business days from the date we received the material, the material is deemed disapproved. We reserve the right to require you to discontinue the use of any advertising or marketing materials.

9.6. Special Promotions. You agree to participate in and comply with special promotional activities that we may prescribe from time to time for Franchised Businesses generally or in specific geographic areas or for specific types of venues. You agree to bear your own costs of participating locally in such promotions.

10. TECHNOLOGY

10.1. Computer System. We have the right to specify or require that certain brands, types, makes, and/or models of communications, computer systems, and hardware to be used by, between, or among Franchised Businesses, including without limitation: (a) back office and point of sale systems, data, audio, video, and voice storage, retrieval, and transmission systems for use at Franchised Businesses, between or among Franchised Businesses, and between and among your Franchised Business and us, our designee and/or you; (b) Cash Register Systems (defined below); (c) physical, electronic, and other security systems; (d) printers and other peripheral devices; (e) archival back-up systems; and (f) internet access mode (e.g., form of telecommunications connection) and speed (collectively, the "**Computer System**"). You agree to abide by our requirements with respect to the Computer System.

10.1.1 We have the right, but not the obligation, to develop or have developed for us, or to designate:

(a) computer software programs and accounting system software that you must use in connection with the Computer System ("**Required Software**"), which you must install;

(b) updates, supplements, modifications, or enhancements to the Required Software, which you must install;

(c) the tangible media upon which such you must record or receive data;

(d) the database file structure of your Computer System; and

(e) an Extranet for informational assistance, which may include, without limitation, the Manuals, training other assistance materials, and management reporting solutions; and

(f) answering service requirements and/or system-wide phone order processing of all delivery orders, and/or to designate vendors that will provide such order processing.

10.1.2 You agree to install and use the Computer System and Required Software in the manner that we require.

10.1.3 You agree to implement and periodically upgrade and make other changes to the Computer System and Required Software as we may reasonably request in writing (collectively, "**Computer Upgrades**").

10.1.4 You agree to comply with the specifications that we issue with respect to the Computer System and the Required Software, and with respect to Computer Upgrades, at your expense. You also agree to afford us unimpeded access to your Computer System and Required Software in the manner, form, and at the times that we request.

10.2 Data. You agree that all data that you collect from customers and potential customers in connection with the Franchised Business ("**Customer Data**") is deemed to be owned exclusively by us, and you also agree to provide the Customer Data to us at any time that we request as you to do so. You have the right to use Customer Data while this Agreement or a Successor Franchise Agreement is in effect, but only in connection with operating the Franchised Business and only in accordance with the policies that we establish from time to time. You may not sell, transfer, or use Customer Data for any purpose other than operating the Franchised Business and marketing "Pizza Fusion" products and services. However, if you Transfer the Franchised Business (as provided in Section 14.2 below), as part of the Transfer, you may Transfer use of the Customer Data to the buyer for value.

10.3 Ownership of Data. We have the right to specify, from time to time, in the Manual or otherwise in writing, the information that you must collect and maintain on the Computer System, and you agree to provide us with the reports that we may reasonably request from the data so collected and maintained. You agree to download to us daily, or in such other intervals that we may require, all information and materials that we may require in connection with your operation of the Franchised Business, and shall display such information and materials in the manner we may prescribe, including, without limitation, to employees of the Franchised Business. All data pertaining to, derived from, or displayed at the Franchised Business (including without limitation data pertaining to or otherwise about Franchised Business customers) is and shall be our exclusive property, and we hereby grant you a royalty-free non-exclusive license to use that data during the Term of this Agreement.

10.4 Privacy Laws. You agree to abide by all applicable laws pertaining to the privacy of consumer, employee, and transactional information ("**Privacy Laws**").

10.4.1 You agree to comply with our standards and policies pertaining to Privacy Laws. If there is a conflict between our standards and policies pertaining to Privacy Laws and actual applicable law, you shall: (i) comply with the requirements of applicable law; (ii) immediately give us written notice of said conflict; and (iii) promptly and fully cooperate with is and our counsel in determining the most effective way, if any, to meet our standards and policies pertaining to Privacy Laws within the bounds of applicable law.

10.4.2 You agree not to publish, disseminate, implement, revise, or rescind a data privacy policy without our prior written consent as to said policy.

10.5 Website. We will maintain a Website for benefit of ourselves and our franchisees. You agree not to establish a Website or permit any other party to establish a Website that relates in any manner to your Franchised Business or referring to the Proprietary Marks. We have the right, but not the obligation, to provide one or more references or webpage(s) to your Franchised Business, as we may periodically designate, within our Website. (The term "**Website**" means one or more related documents, designs, pages, or other communications that can be accessed through electronic means, including but not limited to the Internet, World Wide Web, social networking sites (including but not limited to Facebook, Twitter, LinkedIn, Google Wave, etc.), blogs, vlogs, and other applications, etc.). If we ever do approve in writing a request for you to use a separate Website, then we have the right to require that you meet any or all of the following requirements:

10.5.1 You agree that any Website that you own or that is maintained for your benefit will be deemed "advertising" under this Agreement, and will be subject to (among other things) our prior written approval.

10.5.2 You shall not establish or use any Website without our prior written approval.

10.5.3 Before establishing any Website, you must submit to us, for our prior written approval, a sample of the proposed Website domain name, format, visible content (including, without limitation, proposed screen shots), and non-visible content (including, without limitation, meta data and meta tags) in the form and manner we may reasonably require.

10.5.4 You agree not to use or modify any such Website without our prior written approval as to such proposed use or modification.

10.5.5 In addition to any other applicable requirements, you agree to comply with the standards and specifications for Websites that we may periodically prescribe in the Manuals or otherwise in writing.

10.5.6 If we require you to do so, you agree to establish hyperlinks to our Website and others as we may request in writing.

10.6 Cash Register Systems. You must record all sales on computer-based point of sale systems on such other types of cash registers that we have the right to designate or approve in the Manual or otherwise in writing ("**Cash Register Systems**"). The Cash Register System is deemed to be part of your Computer System. You must utilize computer-based point-of-sale cash registers which are fully compatible with any program or system which we have the right to designate and you must record all Gross Revenues and all revenue information on such equipment.

10.7 Gift Cards. If we require, you agree to participate in a gift card program that we specify. For this purpose, you must purchase the software, hardware, and other items needed to sell and process gift cards, as we may specify in writing in the Manuals or otherwise. You must also pay such monthly and per-swipe transaction fees as may be required by the vendor of the gift card system. You must sell or honor gift cards only in accordance with our written standards. You must not sell, issue, or redeem gift certificates other than gift cards we have approved in writing.

10.8 Use of the Proprietary Marks. You agree not to use or permit the use or display of the Proprietary Marks as part of any Internet domain name or website, or any other electronic identifier (including but not limited to e-mail addresses, account names in a social media site, and the like) of you or the Franchised Business in any forum or medium.

10.9 Identification of the Franchised Business. You must use, and only use, the email address and other identifiers we designate in connection with the business of the Franchised Business. You agree not to transmit or cause any other party to transmit advertisements or solicitations by e-mail or other electronic media without first obtaining our written consent as to: (a) the content of such e mail advertisements or solicitations; and (b) your plan for transmitting such advertisements. In addition to any other provision of this Agreement, you will be solely responsible for compliance with any laws pertaining to sending e-mails including but not limited to the Controlling the Assault of Non-Solicited Pornography and Proprietary Marketing Act of 2003 (known as the "CAN-SPAM Act of 2003").

10.10 Changes to Technology. Because changes to technology are dynamic and not predictable within the term of this Agreement, and in order to provide for inevitable but unpredictable changes to technological needs and opportunities, you agree: (a) that we will have the right to establish, in writing, reasonable new standards to address new technologies, and to implement those changes in technology into the System; and (b) to abide by our reasonable new standards as if this Section 10 were periodically revised for that purpose.

10.11 E-Mail and Fax Communication. You agree that exchanging information with us by e-mail and fax is an important way to enable quick, effective, and efficient communication, and that we are entitled to rely upon each other's use of e-mail and faxes for communicating as part of the economic bargain underlying this Agreement. To facilitate the use of e-mail and fax to exchange information, you authorize the transmission of e-mail by us and our employees, vendors, and affiliates (on matters pertaining to the business contemplated hereunder) (together, "**Official Senders**") to you and your employees during the term of this Agreement.

10.11.1 In order to implement the terms of this Section 10.11, you agree that: (a) Official Senders are authorized to send e-mails and faxes to you and your employees; (b) you will cause your officers, directors, and employees (as a condition of their employment or position with you) to give their consent (in an e-mail, electronically, or in a pen-and-paper writing, as we may reasonably require) to Official Senders' transmission of e-mails and faxes to those persons, and that such persons shall not opt-out, or otherwise ask to no longer receive e-mails, from Official Senders during the time that such person works for or is affiliated with you; and (c) you will not opt-out, or otherwise ask to no longer receive e-mails and/or faxes, from Official Senders during the term of this Agreement.

10.11.2 The consent given in this Section 10.11 will not apply to the provision of notices under this Agreement by either party using e-mail (unless the parties otherwise agree in a pen-and-paper writing signed by both parties).

11. OPERATING MANUAL

We will furnish you with one copy of, or electronic access to, the Manual, on loan, for as long as this Agreement or a Successor Franchise Agreement remains in effect. We reserve the right to furnish all or part of the Manual to you in electronic form or online and to establish terms of use for access to any restricted portion of our website. You acknowledge that we own the copyright in the Manual and that your copy of the Manual remains our property. You agree to treat the Manual, training materials, and any other manuals or materials created or approved by us for use with the System as secret and confidential. You agree not to copy, duplicate, record or otherwise reproduce the Manual or other materials provided by us, in whole or in part. In addition, you agree not to make any confidential information or materials supplied by us available to any unauthorized person. We have the right to amend and supplement the Manual from time to time by letter, electronic mail, bulletin, videotape, audio tapes, software, or other forms of communication. You agree to keep your copy of the Manual up-to-date and to comply with each new or changed standard promptly upon receipt of notice from us. If a dispute develops relating to the contents of the Manual, our copy of the Manual maintained at our headquarters will control.

12. CONFIDENTIAL INFORMATION

During and after the term of this Agreement, you may not communicate, divulge, or use for any purpose other than the operation of the Franchised Business any confidential information, knowledge, trade secrets or know-how that may be communicated to you or that you may learn by virtue of your relationship with us and the System. You may divulge confidential information only to your professional advisers and to your employees who must have access to the information to operate the Franchised Business. All information, knowledge and know-how relating to us, our business plans, or the System are deemed confidential for purposes of this Agreement, except information that you can demonstrate came to your attention by lawful means prior to our disclosure; or which, at the time of our disclosure to you, had become a part of the public domain. You must require your employees, and any other person or entity to which you wish to disclose any confidential information, to execute (and deliver to us upon our request) agreements, in the form provided in Appendix C to this Agreement or as we may otherwise require in writing, that they will maintain the confidentiality of the disclosed information. If you do not obtain execution of the covenants required by this Section 12 and, upon our request, deliver those signed agreements to us, that will constitute a default under Section 15.2.13 below.

13. TRANSFERS BY US

We have the unrestricted right to transfer or assign all or any part of our rights and/or our obligations under this Agreement to any person or legal entity without your consent. You agree that we will have no liability after the effective date of transfer or assignment for the performance of, or for any failure to perform, any obligations we have transferred. We also have the absolute right to delegate to others the performance of any of our duties, obligations, or benefits under this Agreement, to third parties (including, without limitation, an area developer under the terms of an area development agreement with us), which will not be parties to an agreement with you.

14. TRANSFERS BY YOU

14.1. Definition of Transfer. In this Agreement, "**Transfer**" as a verb means to sell, assign, give away, pledge, or encumber, either voluntarily or by operation of law (such as through divorce or bankruptcy proceedings), any interest in this Agreement the rights and/or obligations under this Agreement, all or substantially all of the assets of the Franchised Business, and/or any direct or indirect interest in the ownership of Franchisee (if the Franchisee is a corporation, partnership, or limited liability company). "Transfer" as a noun means any such sale, assignment, etc.

14.2. No Transfer without Our Prior Written Consent. Neither you nor any of the Owners may make any Transfer or permit any Transfer to occur without obtaining our prior written consent. We have the right to withhold our consent, except as otherwise provided in Sections 14.3 through 14.8. We have the right to communicate with and counsel both you and the proposed transferee on any aspect of a proposed Transfer. If a Transfer requires our consent, then that transaction may not take place until at least sixty (60) days after we receive written notice of the proposed Transfer. You agree to provide any information and documentation relating to the proposed Transfer that we reasonably require. Unless otherwise agreed, we do not waive any claims against the transferring party if we approve the Transfer.

14.3. Transfer of Entire Business. For a proposed Transfer of the Franchised Business or this Agreement (or, if Franchisee is a corporation or other entity, a Transfer of ownership interests that would result in a change of control of Franchisee), the following conditions apply (unless waived by us):

14.3.1. You must be in compliance with all obligations to us under this Agreement and any other agreement you have with us and our affiliates as of the date of the request for our approval of the Transfer, or you must make arrangements satisfactory to us to come into compliance by the date of the Transfer.

14.3.2. The proposed transferee must complete all of the following requirements:

(a) Demonstrate to our satisfaction that he or she meets all of our then-current qualifications to become a Pizza Fusion franchisee, and, at our request, the proposed transferee must travel (at his or her expense) to our principal office for an interview.

(b) Sign our then-current standard form of franchise agreement (or the standard form most recently offered to new franchisees, if we are not then offering franchises to new franchisees) for the then-remaining balance of the Term of this Agreement, and such other ancillary agreements we require for new Franchised Businesses. Their new franchise agreement may materially differ from the terms of this Agreement.

(c) Successfully complete our then-current training requirements and pay the then-current fee for training.

(d) If the proposed transferee is one of our other franchisees, he or she must not be in default under his or her agreements with us and must have a good record of customer service and compliance with our operating standards.

(e) If the transferee is a corporation or other entity, the owner or owners of a beneficial interest in the transferee must execute our then-current form of personal guarantee.

14.3.3. You or the transferee must make arrangements to modernize, upgrade, and conform the Franchised Business, at your and/or the transferee's expense, to our then-current standards and specifications for new Franchised Businesses.

14.3.4. We must be paid, either by you or the transferee, a transfer fee ("**Transfer Fee**") in an amount equal to $7,500 (or twenty-five percent (25%) of the then-current initial franchise fee, if greater). The payment of this transfer fee is in place of any initial franchise fee due under the Franchise Agreement the transferee will enter under Section 14.3.2 above. If the transferee is a spouse, son, or daughter of the transferor and the transfer is for estate-planning purposes, no transfer fee is charged, but the transferor must reimburse us for the out-of-pocket expenses (including attorneys' fees) we incur in connection with reviewing, approving, and properly documenting the transfer.

14.3.5. You and all Owners must execute a general release, in a form satisfactory to us, of all claims against us and our past, present and future affiliates, officers, directors, shareholders, agents and employees. You and the Owners will remain liable to us for all obligations arising before the effective date of the Transfer.

14.3.6. The price and other proposed terms of the Transfer must not, in our reasonable business judgment, have the effect of negatively impacting the future viability of the Franchised Business.

14.4. Transfer of a Partial Ownership Interest. For any proposal to admit a new Owner, to remove an existing Owner, or to change the distribution of ownership shown on the cover page, or for any other transaction that amounts to the Transfer of a partial interest in the Franchised Business, you must give us advance notice and submit a copy of all proposed contracts and other information concerning the Transfer that we may request. We will have the right to require reimbursement of any out-of-pocket expenses that we incur in reviewing the proposed Transfer. We will have a reasonable time (not less than thirty (30) days) after we have received all requested information to evaluate the proposed Transfer. You must satisfy the conditions in Sections 8.6, 14.3.2(a), 14.3.4, 14.3.5, and 14.3.6 above in connection with any such transfer. We may withhold our consent on any reasonable grounds or give our consent subject to reasonable conditions. You acknowledge that any proposed new owner must submit a personal application and execute a personal guarantee in the same form signed by the original Owners.

14.5. Transfer to a Corporation or Other Entity. We will consent to the assignment of this Agreement to a corporation, partnership or limited liability corporation that you form for the convenience of ownership, provided that: (a) the entity has and will have no other business besides operating a Franchised Business (b) you satisfy the conditions in Sections 14.3.2(a), 14.3.3, 14.3.4 and 14.3.5 above; and (c) the Owners hold equity interests in the new entity in the same proportion shown on the cover page. There is no Transfer Fee for a Transfer to a corporation for convenience of ownership.

14.6. Transfer upon Death or Incapacity. If you or any Owner dies, becomes incapacitated, or enters bankruptcy proceedings, that person's executor, administrator, personal representative, or trustee must apply to us in writing within three (3) months after the event (death, declaration of incapacity, or filing of a bankruptcy petition) for consent to Transfer the person's interest. The Transfer will be subject to the provisions of Sections 14.2 through 14.8, as applicable, except there will be no Transfer Fee. In addition, if the deceased or incapacitated person is the Operating Principal, you must within 30 days thereafter, hire and retain a replacement, who is satisfactory to us, to perform such obligations. If a satisfactory replacement is not retained, we will have the right (but not the obligation) to take over operation of the Franchised Business, or to hire and retain a replacement on your behalf, until the Transfer is completed and to charge a reasonable management fee for these services. For purposes of this Section, "incapacity" means any physical or mental infirmity that will prevent the person from performing his or her obligations under this Agreement: (i) for a period of thirty (30) or more consecutive days; or (ii) for sixty (60) or more total days during a calendar year. In the case of Transfer by bequest or by intestate succession, if the heirs or beneficiaries are unable to meet the conditions of Section 14.3, the executor may transfer the decedent's interest to another successor that we have approved, subject to all of the terms and conditions for Transfers contained in this Agreement. If an interest is not disposed of under this Section 14.6 within six (6) months after the date of death or appointment of a personal representative or trustee, we may terminate this Agreement under Section 15.2 below.

14.7. Non-Conforming Transfers. Any purported Transfer that is not in compliance with this Section 14 is null and void and constitutes a material breach of this Agreement, for which we may terminate this Agreement without opportunity to cure. Our consent to a Transfer does not constitute a waiver of any claims that we have against the transferor, nor is it a waiver of our right to demand exact compliance with the terms of this Agreement.

14.8. Our Right of First Refusal. We have the right, exercisable within thirty (30) days after receipt of the notice specified in Section 14.2, to send written notice to you that we intend to purchase the interest proposed to be Transferred. We may assign our right of first refusal to someone else either before or after we exercise it. However, our right of first refusal will not apply with regard to a Transfer under Section 14.5 or a Transfer to your parents, spouse, son, daughter, or mother or father in-law (including Transfers to your parents, spouse, son, daughter, or mother or father in-law as a result of death or incapacity as described in Section 14.6).

14.8.1. If the Transfer is proposed to be made pursuant to a sale, we or our designee may purchase the interest proposed to be Transferred on the same economic terms and conditions offered by the third-party. Closing on our purchase must occur by the later of (a) 60 days after the date of our notice to the seller electing to purchase the interest, or (b) the closing date as proposed in the third-party's purchase offer. If we cannot reasonably be expected to furnish the same consideration as the third-party, then we may substitute the reasonable equivalent in cash. If the parties cannot agree within 30 days on the reasonable equivalent in cash, we will designate, at our expense, an independent appraiser and the appraiser's determination will be final. Any material change in the terms of the offer from a third-party after we have elected not to purchase the seller's interest will constitute a new offer subject to the same right of first refusal as the third party's initial offer.

14.8.2. If a Transfer is proposed to be made by gift, we will designate, at our expense, an independent appraiser to determine the fair market value of the interest proposed to be transferred. We may purchase the interest at the fair market value determined by the appraiser. Closing on the purchase will occur within 30 days after our notice to the transferor of the appraiser's determination of fair market value.

14.8.3. If we elect not to exercise our rights under this Section, the transferor may complete the Transfer after complying with Sections 14.2 through 14.6 above. Closing of the Transfer must occur within 60 calendar days of our election (or such longer period as applicable law may require); otherwise, the third-party's offer will be treated as a new offer subject to our right of first refusal. The Transfer is conditional upon our determination that the Transfer was on terms substantially the same as those offered to us.

15. TERMINATION

15.1. Termination By Us Without Notice. You will be in default under this Agreement and all rights granted by this Agreement will automatically terminate without notice to you if you become insolvent or make an assignment for the benefit of your creditors; if a receiver is appointed; if execution is levied against your business assets; or if suit to foreclose any lien or mortgage or bankruptcy is instituted against you and not dismissed within 60 days.

15.2. Termination By Us Without A Cure Period. We may terminate this Agreement by written notice to you, without giving you an opportunity to cure, upon the occurrence of any of the following events:

15.2.1. You, the Operating Principal, and/or your personnel fail to complete training under Section 5.1 to our satisfaction.

15.2.2. You fail to open for business by the opening deadline specified in Appendix A.

15.2.3. You disclose the contents of the Manual or other trade secrets or confidential information contrary to Sections 11 and 12 of this Agreement.

15.2.4. You refuse to permit, or try to hinder, an examination or audit of your books and records or of the Franchised Business as provided in this Agreement.

15.2.5. You make any material misrepresentation in connection with your application to us for the franchise, or you submit to us any report or statement that you know or should know to be false or misleading.

15.2.6. You understate to us your Gross Revenues, by 2% or more on three or more occasions in any twelve-month period, or by 5% or more for any period of four or more consecutive weeks.

15.2.7. You fail to operate the Franchised Business for three or more consecutive business days on which you were required to operate, unless we determine that the failure was beyond your control.

15.2.8. You or any Owner, officer or director is convicted of a crime that we reasonably believe is likely to harm the reputation of the Pizza Fusion concept.

15.2.9. Any Transfer occurs that does not comply with Section 14, including a failure to transfer to a qualified successor after death or disability within the time allowed by Section 14.7.

15.2.10. You are in default three (3) or more times under Sections 15.3 and/or 15.4 within any twelve (12) month period, whether or not the defaults are similar and whether or not they are cured.

15.2.11. After curing a default pursuant to Sections 15.3 or 15.4, you commit the same default within twelve (12) months, whether or not the second default is cured.

15.2.12. Any condition exists with respect to the Franchised Business that, in our reasonable judgment, seriously jeopardizes public health or safety.

15.2.13. You fail to comply with the covenants in Section 17 below or fail to timely obtain execution of the covenants required under Section 12 above and Section 17.3 below.

15.2.14. You fail to obtain or maintain required insurance.

15.2.15. You cease to operate the Franchised Business for more than seven (7) consecutive days or fourteen (14) days in any calendar year unless we approved a temporary closing or we determine, that the failure to operate was beyond your control, you otherwise abandon the Franchised Business, or you lose the right to possess the Premises or you otherwise forfeit the right to do or transact business as required under this Agreement. If, however, through no fault of you, the Premises are damaged or destroyed by an event such that repairs or reconstruction cannot be completed within ninety (90) days thereafter, you will have thirty (30) days after such event in which to apply for our approval to relocate and/or reconstruct the premises, and we will not unreasonably hold our approval.

15.3. Termination by Us Following Expiration of Cure Period for Monetary Default. You will be in default under this Agreement if you fail, refuse, or neglect to pay when due (including if we are not able to collect payments by electronic fund transfer pursuant to Section 3.6 due to insufficient funds in your account(s), closure of your account(s), or any other reason resulting in the nonpayment) any monies owing to us, our affiliates, or any lender that has provided financing to you under this Agreement or any other agreement, or to your landlord and/or any supplier of goods or services to your Franchised Business. You will have ten (10) days after written notice of such default from us within which to remedy the default. You may avoid termination by curing the default to our satisfaction within the 10-day period (or such longer period as applicable law may require). If you do not cure the default within such 10-day period (or such longer period as applicable law may require), this Agreement will terminate automatically and without further notice, effective immediately upon the expiration of the specified time period.

15.4 Termination by Us Following Expiration of Cure Period. For any default not covered under Sections 15.1, 15.2, or 15.3 above, you will have thirty (30) days after written notice of default from us within which to remedy the default. You may avoid termination by curing the default to our satisfaction within the 30-day period (or such longer period as applicable law may require). If you do not cure the default within the specified time, this Agreement will terminate automatically and without further notice, effective immediately upon the expiration of the specified time period. Any failure to comply with this Agreement, as amended or reasonably supplemented by the Manual or otherwise in writing, not covered by Sections 15.1, 15.2, or 15.3 above constitutes a default, including, but not limited to, the following:

15.3.1. You fail, refuse, or neglect to submit to us the financial and other reports and information required under this Agreement.

15.3.2. You fail to comply with any of the mandatory standards or procedures prescribed by us in this Agreement, the Manual, or otherwise in writing.

15.3.3. You fail, refuse, or neglect to obtain our prior written approval or consent as required by this Agreement (other than a failure to obtain consent to a proposed Transfer, for which we may terminate without a cure period as provided in Section 15.2).

15.3.4. For a period of fifteen (15) days, you allow a continued violation of any law, ordinance, rule or regulation of a governmental agency, including the failure to maintain or procure any required licenses, permits, or certifications, in the absence of a good faith dispute over its application or legality and without promptly resorting to an appropriate administrative or judicial forum for relief.

15.3.5. You misuse or make any unauthorized use of the Proprietary Marks or otherwise materially impair our goodwill or rights in the Proprietary Marks.

15.5. Cross-Default. Any default by you (including for this purpose your affiliates) under any other agreement with us will constitute a default under this Agreement, subject to the same provisions for notice and cure, if any, as may be applicable to the default under the other agreement.

16. OBLIGATIONS ON TERMINATION OR EXPIRATION

16.1. Upon termination or expiration of this Agreement for any reason, unless we direct you otherwise:

16.1.1. You agree to promptly pay all sums owing to us, our affiliates and suppliers, including, but not limited to, Royalty payments, contributions to the Marketing Fund, or other fees, damages, expenses, and attorney's fees incurred as a result of your default.

16.1.2. You agree to stop making any use of the confidential methods, procedures, and techniques associated with the System. You also agree to immediately deliver to us the Manual and all training materials, marketing materials, records, files, forms, instructions, signs, equipment, correspondence, copies, Customer Data, and other property in your possession or control that contain confidential information (as defined in Section 12) or that bear the Proprietary Marks and you agree not to retain any unauthorized copies of these materials. You also must deliver to us all customer information that you have compiled.

16.1.3. You agree to immediately cease to use, by advertising or in any other manner, the name "Pizza Fusion," all other Proprietary Marks, and all other distinctive forms, slogans, signs, symbols, Websites, domain name, website, e-mail address, and any other identifier (whether or not we have authorized its use) that you used in connection with your operation of the Franchised Business or that are otherwise associated with the Proprietary Marks, System, and/or us. If you subsequently begin to operate another business, you agree that you will not use any reproduction, counterfeit, copy or colorable imitation of the Proprietary Marks that you used either in connection with the Franchised Business or its promotion, which is likely to cause confusion, mistake or deception, or which is likely to dilute our exclusive rights in and to the Proprietary Marks, nor any trade dress or designation of origin or description or representation which falsely suggests or represents an association or connection with us.

16.1.4. You agree to promptly take such action as may be necessary to cancel any assumed name registration or equivalent registration containing the name PIZZA FUSION or any other Proprietary Marks.

16.1.5 You will, at our option, assign to us any interest which you have in the lease or sublease for the Premises.

(a) If we do not elect or are unable to exercise our option to acquire, or to acquire the lease or sublease for the Premises, you must make such modifications or alterations to the premises operated hereunder (including, without limitation, the changing of the telephone number) immediately upon termination or expiration of this Agreement as may be necessary to distinguish the appearance of the Premises from that of other Restaurants under the System, and such specific additional changes as we may reasonably request for that purpose. In addition, you must stop making any use of any telephone number and/or any domain name, website, e-mail address, and any other identifier (whether or not we have authorized its use) that you used in connection with your operation of the Franchised Business, and you must promptly execute such documents or take such steps necessary to remove reference to the Franchised Business from all trade or business telephone directories, including physical and online "yellow" and "white" pages, or at our request transfer same to us.

(b) If you fail or refuse to comply with the requirements of this Section 16.1.5, we will have the right to enter upon the Premises, without being guilty of trespass or any other tort, for the purpose of making or causing to be made such changes as may be required, at your expense, which you agree to pay upon demand.

16.2. Purchase of Assets. You agree that, at our option, you will sell to us any or all your assets used to operate the Franchised Business (including equipment, fixtures, furnishings, Delivery Vehicles, supplies, and inventory) that we ask in writing to purchase.

16.2.1. The purchase price for such items will be equal to your depreciated cost (determined below) or fair market value, whichever is less. The cost will be determined based upon a five (5) year straight-line depreciation of original costs. For equipment that is five (5) or more years old, the parties agree that fair market value will be deemed to be ten percent (10%) of the equipment's original cost. The fair market value of tangible assets must be determined without reference to good will, going-concern value, or other intangible assets.

16.2.2. We may exercise this option by delivering a notice of intent to purchase to you within 30 days after the expiration or termination of this Agreement. During that 30-day period, you agree not to dispose of, transfer, or otherwise hinder our ability to exercise our rights with respect to your assets.

16.2.3. If we exercise our option to purchase, we may setoff all amounts due to us under this Agreement and the cost of the appraisal (if any), against any payment due to you.

16.2.4. If we do not exercise our rights to purchase your Delivery Vehicle(s), you must immediately make such modifications or alterations to the Delivery Vehicle(s) that may be needed to remove any Proprietary Marks and to otherwise distinguish the appearance of the vehicle(s) from those used by other Restaurants.

16.3. Right to Enter and Continue Operations. In order to preserve the goodwill of the System following termination, we (or our designee) have the right to enter the Premises (without liability to you, your Owners, or otherwise) for the purpose continuing the Franchised Business' operation and maintaining the goodwill of the business.

16.4. Liquidated Damages. If this Agreement is terminated due to your default, you must, upon written demand, pay us a lump-sum payment in an amount calculated as follows: (a) the average of your Royalty fees and Advertising Contributions due for the last 60 months before our delivery of notice of default (or, if lesser, the months you had been operating before our delivery of notice of default), (b) multiplied by the lesser of 60 or the number of months remaining in the term of this Agreement.

16.5. **Liquidated Damages**.

16.5.1 The payments called for in Section 16.4 above constitute liquidated damages for causing the premature termination of this Agreement and not a penalty. A precise calculation of the full extent of damages that we will incur if this Agreement terminates because you default cannot be reasonably determined. Nevertheless, the parties agree that the lump-sum payment provided under Section 16.4 above is reasonable in light of the damages for premature termination that may reasonably be expected to occur in such event.

16.5.2 The amounts contemplated under Section 16.4 above is not a penalty and is intended by the parties only as a compensatory remedy for past breaches and not as a preventative remedy to deter future breaches. Neither does the sum contemplated in Section 16.4 above represent a price for the privilege of not performing or its payment represent an alternative manner of performance. Accordingly, as a purely liquidated damage provision, this Section does not preclude, nor is inconsistent with, a court granting us specific performance or any other equitable remedies, such as an injunction, to prevent future breaches. Our rights to liquidated damages and specific performance or any other equitable relief are not mutually exclusive.

16.6. Enforcement Costs. You agree to pay all damages, costs, and expenses, including, but not limited to, reasonable attorneys' fees, that we incur (even if after the expiration or termination of this Agreement) in enforcing this Section 16 or Section 17.2 below.

17. RESTRICTIONS ON COMPETITION

17.1. During Term. You acknowledge that this Agreement will give you access to valuable and confidential information regarding the System, including our business development strategy and the operational, sales, promotional and marketing methods of Franchised Businesses. You agree that during the term of this Agreement, you will not, without our prior written consent, either directly or indirectly through any other person or entity:

17.1.1. Own, manage, engage in, be employed by, advise, make loans to, consult for, rent or lease to, or have any other interest in any business that (directly or indirectly) operates, or grants franchises or licenses to operate, a restaurant featuring pizza and related food specialties or that offers products or services substantially similar to those then offered by Restaurants ("**Competitive Business**");

17.1.2. Divert or attempt to divert any business or customer, or potential business or customer, to any Competitive Business; or

17.1.3. Induce any person to leave his or her employment with us.

17.1.4. In any manner interfere with, disturb, disrupt, impair, diminish, or otherwise jeopardize our business or that of any of our franchisees.

17.2. After Termination, Expiration, or Transfer. For two (2) years after the expiration or termination of this Agreement or an approved Transfer to a new franchisee, you may not directly or indirectly own, manage, engage in, be employed by, advise, make loans to, consult for, or have any other interest in any Competitive Business that is, or intends to operate, within three (3) mile radius of the Premises of your Franchised Business or within a three (3) mile radius of any Restaurant then-operating or under construction to operate under the System, except as permitted by any Franchise Agreements that remain in effect between you and us. .

17.3. Owners and Employees. The Owners agree that they will personally bind themselves to this Section 17 by signing this Agreement or the attached Guaranty. With respect to the Owners, the time period in Section 17.2 will run from the expiration, termination, or Transfer of this Agreement or from the termination of the Owner's relationship with you, whichever occurs first. You must also require and obtain execution of covenants similar to those set forth in Section 12 above, and this Section 17 (as modified to apply to an individual), from any or all of the following persons: your officers, directors, and their respective spouses and employees. (These persons and the Owners are each a "Restricted Party") The covenants required by this Section 17.3 shall be in the form provided in Appendix C to this Agreement. Failure by Franchisee to obtain execution of a covenant required by this Section 17.3 shall constitute a default under Section 15.2.13 above.

17.4. Indirect Violations Prohibited. You may not attempt to circumvent the restrictions in Sections 17.1 and 17.2 by engaging in prohibited activity indirectly through any other person or entity.

17.5. Enforcement. You agree that the existence of any claim you may have against us, whether or not arising from this Agreement, will not constitute a defense to our enforcement of this Section 17. You agree to pay all costs and expenses that we reasonably incur in enforcing this Section 17, including reasonable attorneys' fees. You acknowledge that a violation of the terms of this Section 17 would result in irreparable injury to us for which no adequate remedy at law may be available. Accordingly, you consent to the issuance of an injunction prohibiting any conduct in violation of the terms of this Section 17. Such injunctive relief will be in addition to any other remedies that we may have.

18. RELATIONSHIP OF THE PARTIES

This Agreement does not create a fiduciary or other special relationship or make you or us an agent, legal representative, joint venturer, partner, employee, or servant of each other for any purpose. You are not authorized to, and agree that you will not, make any contract, agreement, warranty, or representation on our behalf, or create any obligation, express or implied, on our behalf. During the term of this Agreement, you agree to hold yourself out to the public as an independent contractor operating the Franchised Business under license from us, and you agree to disclose your status as independent contractor in all business dealings and exhibit a notice to that effect (the location and content of which we reserve the right to specify) on all promotional materials, invoices and stationery.

19. INDEMNIFICATION

You agree to hold harmless, defend, and indemnify us and our past, present and future affiliates, officers, directors, shareholders, agents, attorneys, consultants, and employees against any claims, losses, costs, expenses (including, but not limited to, reasonable attorneys' fees, costs of investigation, settlement costs, and interest), liabilities and damages (collectively, "**Claims**") arising directly or indirectly from, as a result of, or in connection with your activities under this Agreement. With respect to any threatened or actual litigation, proceeding, or dispute that could directly or indirectly affect us or any of the other indemnitees under this Section, if you do not assume the active defense of the matter within a reasonable time, we will have the right, but not the obligation, to: (i) choose counsel; (ii) direct and control the handling of the matter; and (iii) settle any claim against the indemnitees. This Section will survive the expiration or termination of this Agreement, and applies to Claims even if they exceed the limits of your insurance coverage.

20. CONSENTS AND WAIVERS

20.1. Consent. Whenever our prior written consent is required under this Agreement, you agree to make a timely written request to us for such consent. Our approval or consent must be in writing and signed by an authorized officer to be effective.

20.2. Waivers. No delay or failure to exercise any right under this Agreement or to insist upon your strict compliance with any obligation or condition, and no custom or practice that differs from the terms of this Agreement, will constitute a waiver of our right to exercise the contract provision or to demand your strict compliance with the terms of this Agreement. Our waiver of any particular default does not affect or impair our rights with respect to any subsequent default you may commit. Our waiver of a default by another franchisee does not affect or impair our right to demand your strict compliance with the terms of this Agreement. Our acceptance of any payments due from you does not waive any prior defaults.

21. NOTICES

Notices related to this Agreement must be in writing and personally delivered, sent by registered mail, or by other means which affords the sender evidence of delivery, or of rejected delivery, to the respective parties. Any notice by a means that affords the sender evidence of delivery, or rejected delivery, shall be deemed to have been given at the date and time of receipt or rejected delivery. We will send notices intended for you to your address on the first page of this Agreement. You agree to send notices intended for us to our principal business address, which is currently 2200 West Cypress Creek Road, 1st Floor, Fort Lauderdale, Florida 33309. Either party can change its notice address by informing the other party in writing of a new address.

22. ENTIRE AGREEMENT AND AMENDMENTS

This Agreement and the documents referred to herein constitute the entire agreement between you and us with respect to the Franchised Business and supersede all prior negotiations, representations, correspondence, and agreements concerning the same subject matter. However, nothing in this Agreement is meant to disclaim any representation that we make in the Franchise Disclosure Document that we have given to you.

Any amendment to this Agreement will not be binding on either party unless that amendment is writing and signed by both parties.

23. CONSTRUCTION OF THE AGREEMENT, SEVERABILITY, AND SURVIVAL

23.1. Clauses are Severable. Each provision of this Agreement is severable from the others. If, for any reason, any provision is determined by a court to be invalid, the invalidity will not impair the operation of the remaining provisions of this Agreement. The latter will continue to be given full force and effect and bind us and you.

23.2. Survival of Clauses. Each provision of this Agreement that expressly or by reasonable implication is to be performed, in whole or in part, after the expiration, termination, or Transfer of this Agreement will survive such expiration, termination, or Transfer.

23.3 Force Majeure. If the performance of any obligation by any party under this Agreement is prevented, hindered or delayed by reason of Force Majeure, which cannot be overcome by reasonable commercial measures, then the parties shall be relieved of their respective obligations (but only to the extent, that the parties, having exercised best efforts, are prevented, hindered or delayed in such performance) during the period of such Force Majeure. The party whose performance is affected by an event of Force Majeure shall give prompt written notice in the circumstances of such Force Majeure event to the other party by describing the nature of the event and an estimate as to its duration, if possible. As used in this Agreement, the term "**Force Majeure**" means any act of God, strike, lock out or other industrial disturbance, terrorist act, war (declared or undeclared), riot, epidemic, fire or other catastrophe, or act of any government. However, your inability to obtain financing or make payments (regardless of the reason) does not constitute "Force Majeure."

23.4 Cover Page, Recitals, and Captions. The parties agree to incorporate by reference, and include in the text of this Agreement, the information on the cover page and in the recital paragraphs. The parties also agree that all of the captions in this Agreement are meant only for the convenience of the parties, and none of the captions shall be deemed to affect the meaning or construction of any provision of this Agreement.

23.5 No Third Party Rights. Except as otherwise stated in this Agreement, nothing in this Agreement is intended (nor shall be deemed) to confer upon any party any rights or remedies under or by reason of this Agreement, except for you, us, and such of our respective successors and assigns as may be contemplated (and, as to you, permitted) by Sections 13 and 14 above.

24. GOVERNING LAW

This Agreement and the relationship between the parties is governed by and will be construed exclusively in accordance with the laws of the State of Florida (without regard to, and without applying, Florida conflict-of-law rules).

25. DISPUTES

25.1. Submission to Mediation. Except as otherwise provided in Section 25.7 below, any controversy or claim arising between us will first be submitted to non-binding mediation administered by an established, neutral mediation service with experience in franchise disputes. Both parties must sign a confidentiality agreement before participating in any mediation proceeding. The mediation will take place in the city where our principal offices are located at the time the demand for mediation is filed. Once either party has submitted a dispute to mediation, the obligation to attend will be binding on both parties. Each party will bear its own costs with respect to the mediation. The fee for the mediation, however, will be split equally.

25.2. Forum for Litigation. You and the Owners must file any suit against us, and we may file any suit against you, in the federal or state court where our principal office is located at the time the suit is filed. The parties waive all questions of personal jurisdiction and venue for the purpose of carrying out this provision.

25.3. Mutual Waiver of Class Actions. Any lawsuit, claim, counterclaim, or other action may be conducted only on an individual basis, and not as part of a consolidated, common, or class action.

25.4. Mutual Waiver of Jury Trial. You and we each irrevocably waive trial by jury in any litigation.

25.5. Mutual Waiver of Punitive Damages. Each of us waives any right to or claim of punitive, exemplary, multiple, or consequential damages against the other in litigation and agrees to be limited to the recovery of actual damages sustained.

25.6 Time Period to Bring Claims. Any and all claims and actions arising out of or relating to this Agreement, the relationship between you and us, or your operation of the Restaurant, brought by any party hereto against the other, must be commenced within one (1) year from the occurrence of the facts giving rise to such claim or action, or, it is expressly acknowledged and agreed by all parties, such claim or action will be irrevocably barred.

25.7. Remedies Not Exclusive. Except as provided in Sections 25.1 through 25.4 above, no right or remedy that the parties have under this Agreement is exclusive of any other right or remedy under this Agreement or under applicable law.

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

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

26. ACKNOWLEDGMENTS

26.1. Independent Investigation. You and the Owners acknowledge that:

26.1.1. You have conducted an independent investigation of the business venture contemplated by this Agreement and recognize that it involves business risks and that your results will be largely dependent upon your own efforts and ability;

26.1.2. We expressly disclaim the making of, and you acknowledge that you have not received, any representation, express or implied, as to the potential volume, profits or success of the business venture contemplated by this Agreement;

26.1.3. Any financial performance information presented in our Franchise Disclosure Document is not a warranty or guaranty of the results that you will achieve, and your experience is likely to differ; and

26.1.4. We do not, by virtue of any approvals or advice provided to you, assume responsibility or liability to you or any third-party to which we would otherwise not be subject.

26.1.5 You have sole and complete responsibility for the choice of the Premises; that we have not (and will not be deemed to have, even by virtue of our approval of the proposed Premises) given any representation, promise, or guarantee of your success at the Premises; and that you will be solely responsible for its own success at the Premises.

26.1.6 We make no warranty as to your ability to operate the Franchised Business in the jurisdiction in which the Franchised Business is to be operated. You must seek or obtain advice of counsel specifically with respect to this issue.

26.2. Receipt of Documents. You acknowledge that you received a copy of this Agreement, the exhibit(s) hereto, and agreements relating hereto, if any, with all of the blank lines therein filled in, at least seven (7) days before the date when this Agreement was signed, and with sufficient time within which to review the Agreement, with advisors of your choosing. You further acknowledge that you received our franchise disclosure document required by the Federal Trade Commission's Franchise Rule at least fourteen (14) days before the date this Agreement was signed.

26.3. Personal Obligations of Owners. The Owners acknowledge that, by signing this Agreement or the Personal Guaranty attached as Appendix B, they are binding themselves as individuals to all of the terms and conditions of this Agreement, including without limitation Section 9, Section 14, Section 17, and Section 25.

26.4. System Standards. Although we retain the right to establish and periodically modify System standards, which you have agreed to maintain in the operation of the Franchised Business, you retain the right and sole responsibility for the day to day management and operation of the Franchised Business and the implementation and maintenance of System standards at the Franchised Business.

26.5. Other Offers. You acknowledge and agree that we may modify the offer of our franchises to other franchisees in any manner and at any time, which offers and agreements have or may have terms, conditions, and obligations that may differ from the terms, conditions, and obligations in this Agreement.

26.6. No Conflicting Obligations. Each party represents and warrants to the others that there are no other agreements, court orders, or any other legal obligations that would preclude or in any manner restrict such party from: (a) negotiating and entering into this Agreement; (b) exercising its rights under this Agreement; and/or (c) fulfilling its responsibilities under this Agreement.

[Signature page follows.]

The parties, intending to be legally bound, have entered into this Agreement on the date first written above.

Pizza Fusion Holdings, Inc.

Franchisee

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

APPENDIX A

OPENING DEADLINE AND DELIVERY/CATERING AND ADVERTISING AREA

1. Opening Deadline: _____ *[Unless, otherwise agreed upon, the Opening Deadline will be nine months after the Agreement Date]*.

2. Delivery/Catering and Advertising Area: _____

_____

_____ (to be completed once Premises known).

3. Site Selection Area (if applicable): _____

_____

_____

Pizza Fusion Holdings, Inc.

_____
Franchisee

By: _____ By: _____
Name: _____ Name: _____
Title: _____ Title: _____

APPENDIX B

PERSONAL GUARANTY

As an inducement to Pizza Fusion Holdings, Inc. (the "**Franchisor**") to execute a Pizza Fusion Franchise Agreement (the "**Agreement**") with _____ (the "**Company**"), a _____ organized under the laws of _____, the undersigned individuals (collectively, the "**Guarantors**") unconditionally guarantee to Franchisor, its affiliates, and their successors and assigns that all of the Company's obligations under the Agreement, and under other agreements or arrangements between the Company and Franchisor, its affiliates, or their successors or assigns (collectively, the "**Obligations**"), will be punctually paid and performed. The liability of the Guarantors under this Guarantee is joint and several.

1. Guarantee

Upon demand by Franchisor, the Guarantors will immediately satisfy each Obligation. Each Guarantor waives any right to require Franchisor to: (a) proceed against the Company or any other Guarantor for any contribution or payment required under the Agreement; (b) proceed against or exhaust any security from the Company or any other Guarantor; or (c) pursue or exhaust any remedy, including any legal or equitable relief, against the Company or any other Guarantor. Without affecting the liability of the Guarantors under this Guarantee, Franchisor may, without notice to the Guarantors, extend, modify, or release any Obligation, or settle, adjust, or compromise any claims against the Company. The Guarantors waive notice of amendment of the Agreement and notice of demand for contribution or payment by the Company and agree to be bound by any and all such amendments and changes to the Agreement.

2. Indemnity

The Guarantors agree to hold harmless and indemnify Franchisor its affiliates, and their respective officers, directors, shareholders, and employees against any and all losses, damages, liabilities, costs and expenses (including reasonable attorneys' fees, reasonable costs of investigation, and court costs) resulting from, consisting of, or arising out of or in connection with any failure by the Company to perform any Obligation.

3. Duration

This Guarantee shall terminate upon the termination or expiration of the Agreement. However, all liabilities of the Guarantors arising from events which occurred on or before the effective date of termination shall remain in full force and effect until satisfied or discharged by the Guarantors. Upon the death of a Guarantor, the estate of the Guarantor shall be bound by this Guarantee, but only for defaults and obligations of the Guarantor existing at the time of death; and the obligations of the other Guarantors will continue in full force and effect.

4. Other Personal Obligations

Except as expressly authorized by the Agreement, the Guarantors agree that they shall not make any use of the intellectual property rights licensed under the Agreement and shall not disclose to any third-party or make use of any trade secrets, know-how, systems or methods of which Guarantors may acquire knowledge by virtue of the training they may have received from Franchisor, their involvement in the business, or their ownership interest in the Company.

The Guarantors acknowledge and agree to be bound personally by all covenants not to compete, confidentiality provisions, proprietary marks, governing law and dispute resolution provisions (including the jury trial waiver, limitation on the time for bringing claims, waiver of class actions, and waiver of punitive damages), and restrictions on transfer of interest contained in the Agreement (however, the Guarantors understand and acknowledge that this Guarantee does not grant them any right to use the "Pizza Fusion" marks or system licensed to Franchisee under the Agreement).

GUARANTORS:

Date: _____ _____

Printed Name: _____

Home Address: _____

Date: _____ _____

Printed Name:

Home Address: _____

_____

Date: _____ _____

Printed Name: _____

Home Address: _____

_____

APPENDIX C

SAMPLE OF NON-DISCLOSURE AND NON-COMPETITION AGREEMENT
(BETWEEN FRANCHISEE AND ITS PERSONNEL)

THIS SAMPLE OF NON-DISCLOSURE AND NON-COMPETITION AGREEMENT ("**Agreement**") is made this _____ day of _____, 20___, by and between _____ (the "**Franchisee**"), and _____, who is an officer, director, or employee of Franchisee (the "**Member**").

RECITALS:

WHEREAS, _____ ("**Franchisor**") has developed a distinctive set of specifications and operating procedures (collectively, the "**System**") for the operation of "Pizza Fusion" restaurant businesses ("**Franchised Businesses**").

WHEREAS, Franchisor and Franchisee have executed a Franchise Agreement ("**Franchise Agreement**") granting Franchisee the right to operate a Franchised Business under the terms and conditions of the Franchise Agreement;

WHEREAS, the Member, by virtue of his or her position with Franchisee, will gain access to certain of Franchisor's Confidential Information, as defined herein, and must therefore be bound by the same confidentiality and non-competition agreement that Franchisee is bound by.

IN CONSIDERATION of these premises, the conditions stated herein, and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:

1. Confidential Information. Member shall not, during the term of the Franchise Agreement or thereafter, communicate, divulge or use, for any purpose other than the operation of the Franchised Business, any confidential information, knowledge, trade secrets or know-how which may be communicated to Member or which Member may learn by virtue of Member's relationship with Franchisee. All information, knowledge and know-how relating to Franchisor, its business plans, Franchised Businesses, or the System ("**Confidential Information**") is deemed confidential, except for information that Member can demonstrate came to Member's attention by lawful means prior to disclosure to Member; or which, at the time of the disclosure to Member, had become a part of the public domain.

2. Covenants Not to Compete.

(a) Member specifically acknowledges that, pursuant to the Franchise Agreement, and by virtue of its position with Franchisee, Member will receive valuable specialized training and Confidential Information, including, without limitation, information regarding the operational, sales, promotional, and marketing methods and techniques of Franchisor and the System.

(b) Member covenants and agrees that during the term of the Franchise Agreement, except as otherwise approved in writing by Franchisor, Member shall not, either directly or indirectly, for itself, or through, on behalf of, or in conjunction with any person, persons, partnership, corporation, or entity:

(i) Own, manage, engage in, be employed by, advise, make loans to, consult for, rent or lease to, or have any other interest in business that (directly or indirectly) operates, or grants franchises or licenses to operate, a restaurant featuring pizza and related food specialties or that offers products or services substantially similar to those then offered by Pizza Fusions Restaurants ("**Competitive Business**");

(ii) Divert or attempt to divert any business or customer, or potential business or customer, to any Competitive Business; or

(iii) Induce any person to leave his or her employment with Franchisee or Franchisor.

(c) Member covenants and agrees that during the Post-Term Period (defined below), except as otherwise approved in writing by Franchisor, Member shall not, either directly or indirectly, own, manage, engage in, be employed by, advise, make loans to, consult for, or have any other interest in any Competitive Business that is, or intends to operate, within a three (3) mile radius of the premises of your Franchised Business or within a three (3) mile radius of any Franchised Business then-operating or under construction to operate under the System.

(d) As used in this Agreement, the term "Post-Term Period" shall mean a continuous uninterrupted period of two (2) years from the date of: (a) a transfer permitted under Section 14 of the Franchise Agreement; (b) expiration or termination of the Franchise Agreement (regardless of the cause for termination); (c) termination of Member's employment with Franchisee; and/or (d) a final order of a duly authorized arbitrator, panel of arbitrators, or a court of competent jurisdiction (after all appeals have been taken) with respect to any of the foregoing or with respect to the enforcement of this Agreement; either directly or indirectly (through, on behalf of, or in conjunction with any persons, partnership, corporation or entity).

3. Injunctive Relief. Member acknowledges that any failure to comply with the requirements of this Agreement will cause Franchisor irreparable injury, and Member agrees to pay all court costs and reasonable attorney's fees incurred by Franchisor in obtaining specific performance of, or an injunction against violation of, the requirements of this Agreement.

4. Severability. All agreements and covenants contained herein are severable. If any of them, or any part or parts of them, shall be held invalid by any court of competent jurisdiction for any reason, then the Member agrees that the court shall have the authority to reform and modify that provision in order that the restriction shall be the maximum necessary to protect Franchisor's and/or Franchisee's legitimate business needs as permitted by applicable law and public policy. In so doing, the Member agrees that the court shall impose the provision with retroactive effect as close as possible to the provision held to be invalid.

5. Delay. No delay or failure by the Franchisor or Franchisee to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right provided herein, and no waiver of any violation of any terms and provisions of this Agreement shall be construed as a waiver of any succeeding violation of the same or any other provision of this Agreement.

6. Third-Party Beneficiary. Member hereby acknowledges and agrees that Franchisor is an intended third-party beneficiary of this Agreement with the right to enforce it, independently or jointly with Franchisee.

IN WITNESS WHEREOF, the Franchisee and the Member attest that each has read and understands the terms of this Agreement, and voluntarily signed this Agreement on the date first written above.

FRANCHISEE	MEMBER
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

Employment Agreement

This Employment Agreement (this "Agreement") is made and entered into as of the __th day of June 1, 2013 the "Effective Date") by and between Pizza Fusion Holdings, Inc. a Florida Profit Corporation, (the "Company"), and Vaughan Dugan ("Executive").

R E C I T A L S

WHEREAS, the Company desires to employ Executive and to have the benefit of his skills and services, and Executive desires to accept employment with the Company, on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises, terms, covenants, and conditions set forth herein, and the performance of each, the parties hereto, intending to be legally bound, agree as follows:

AGREEMENTS

1. **§ 1.** Term. The term of this Agreement shall begin on the Effective Date and shall end on May 30, 2020 (the "Initial Term"), unless extended or earlier terminated in accordance with the terms of this Agreement (the Initial Term and any extension or earlier termination thereof is referred to as the "Term"). If not earlier terminated, the Term of this Agreement shall be automatically extended for an additional one (1) year on May 30th, 2020, and each and every year thereafter, unless, at least sixty (60) days before that date, either party has given the other party written notice of its or his intention not to extend the Term, in which case the Term and Executive's employment shall automatically terminate.

2. **§ 2.** Position and Duties. The Company hereby employs Executive as the CEO of Pizza Fusion Holdings, Inc. Executive shall have such responsibilities, duties, and authorities as are assigned to him by Company's Board of Directors (the "Board"). The Executive shall fulfill his duties and responsibilities in a reasonable and appropriate manner and in compliance in all material respects with the Company's policies and practices and the laws and regulations that apply to the Company's operations and administration.

3. **§ 3.** Compensation. During the Term, the Company shall (subject to applicable tax withholding requirements) compensate Executive as follows:

a. **(a)** Base Salary. As of the Effective Date, the gross annual salary payable to Executive shall be One Hundred Fifty Thousand Dollars ($150,000.00) per year payable on a regular basis in accordance with the Company's standard payroll policies and procedures (the "Base Salary"); provided, that the Base Salary payable to the Executive during the remainder of 2015 shall be appropriately prorated based on the period remaining during such year. The Base Salary shall be subject to a minimum increase at an annual compound rate of 5% and may be adjusted by the Board from time-to-time in its discretion but in no event shall the Base Salary be reduced below $150,000 plus annual increases without the Executive's prior consent.

b. **(b)** Perquisites, Benefits, and Other Compensation. Executive shall be eligible for the same perquisites and benefits as are made available to other senior executive employees of the Company, as well as such other perquisites or benefits as may be specified from time to time by the Company. For purposes of this Agreement, the perquisites to be made available to the Executive are as set forth on Schedule 3(b) hereof.

c. **(c)** Annual Bonus; Back Pay.

i. (i) Executive shall be eligible for an annual bonus during each fiscal year of the Term, as reasonably determined by the Company's Chief Executive Officer and the Board based upon the Company's achievement of financial and other goals approved by the Board, provided he remains employed by the Company through the end of such fiscal year. Executive's annual bonus for each fiscal year of the Term shall be paid in accordance with the Company's customary practices for payment of annual bonuses.

d. **(d)** Stock Options (Additional Consideration). Executive shall be eligible for grants of equity-based compensation under and pursuant the terms and conditions of any plan adopted by the Company from time to time (a "Plan"), as such grants are determined by the committee (or the Company's Board) administering the Plan in its sole discretion. When issued, all grants of stock under this Paragraph shall be fully paid, non-assessable, and shall bear a usual and customary restrictive legend. Any stock grant to employee under the terms of this Agreement shall be subject to the usual non-dilution, and "take me along" registration rights.

a. **§ 4.** Expense Reimbursement. The Company shall reimburse Executive for (or, at the Company's option, pay) all reasonable and proper business travel and other out-of-pocket expenses incurred by Executive in the performance of his duties and responsibilities to the Company under § 2 during the Term. All reimbursable expenses shall be appropriately documented in reasonable detail by Executive upon submission of any request for reimbursement, and in a format and manner consistent with the Company's expense reporting and reimbursement policies and applicable federal and state tax recordkeeping requirements.

b. **§ 5.** Place of Performance. Executive shall carry out his duties and responsibilities under § 2 principally in and from the Company's headquarters, which currently are in Boca Raton, Florida. Executive shall not be required to relocate outside of Broward or Palm Beach Counties, Florida.

c. **§ 6.** Termination; Rights on Termination. Executive's employment and the Term may be terminated in any one of the following ways:

a. **(a)** Termination for Executive's Death or Disability. Executive's employment hereunder will terminate during the Term upon Executive's death. In addition, if, as a result of Executive's incapacity due to physical or mental illness, Executive shall have been substantially unable to perform his duties hereunder for an entire period in excess of one hundred eighty (180) days in any 12-month period despite any reasonable accommodation available from the Company, the Company shall have the right to terminate Executive's employment hereunder for "Disability", and such termination in and of itself shall not be, nor shall it be deemed to be, a breach of this Agreement. In the event of termination of Executive's employment due to death or Disability, two years (2) compensation and benefits shall be payable to Executive or his estate after the date of termination.

b. **(b)** Termination by the Company. At any time during the Term, the Company may, for any reason whatsoever, terminate the Executive's employment hereunder. In the event Executive's employment is terminated during the Term, then Executive shall be entitled to compensation pursuant to § 3(a) and (b) through the remaining term of this agreement, but not less than one year. Additionally, the Executive shall be entitled to a pro rata portion of any bonus, if any, awarded pursuant to § 3(c)(i) above.

c. **(c)** Termination by Executive. Following an initial term of employment of twelve months from the date of this Agreement, the Executive may resign for any reason or no reason, effective thirty (30) days after he provides written notice of his intent to resign to the Company, then Executive shall be entitled to compensation pursuant to § 3(a) and (b). for a period of one year (1) after the date of termination. Additionally, the Executive shall be entitled to a pro rata portion of any bonus, if any, awarded pursuant to § 3(c)(i) above.

a. **(d)** Payment through Termination. Upon termination of Executive's employment for any reason, except a termination by the Company pursuant to § 6(a) and §6(c) Executive shall be entitled to receive all compensation earned and all benefits and reimbursements due under this Agreement through the effective date of his termination of employment and remaining term of this contract pursuant to §1.

(i) If Executive exercises his right under applicable law to elect continued coverage under the Company's health insurance plan ("COBRA Coverage"), the Company shall reimburse Executive for the cost of such COBRA Coverage subject to and in accordance with Company policy, until the earlier of (A) the applicable period set forth above in §6(f)(ii) above or (B) such time as Executive becomes eligible for coverage under a subsequent employer's group health plan.

(ii) In addition to the foregoing, in the event the Executive's employment is terminated by the Company, then any outstanding Options, if any, granted to the Executive pursuant to §3(d) hereof shall be immediately vested.

a. **(e)** Expiration of Agreement. If either party gives written notice pursuant to § 1 of his or its intent not to extend this Agreement at the end of the Initial Term, and Executive's employment subsequently terminates, no compensation or benefits shall be payable to Executive after the date of termination.

b. **(f)** Provisions that Survive Termination or Expiration of Agreement. All rights and obligations of the Company and Executive under this Agreement shall cease as of the effective date of the termination of Executive's employment or the expiration of this Agreement, except that (i) the Company's payment obligations under § 6 shall survive such termination or expiration in accordance with their terms, and (ii) Executive's obligations under §7 through §10 and the Company's rights under §15 shall survive such termination or expiration in accordance with their terms.

Compliance with Code Section 409A.

i. (i) The parties intend for all payments and benefits described in this Agreement to be either exempt from, or fully compliant with, Section 409A of the Code and this Agreement shall be interpreted accordingly.

ii. (ii) If the Company reasonably determines that any payment or benefit due under this Section 6, or any other amount that may become due to Executive after termination of employment, is subject to Section 409A of the Code and that Executive is a "specified employee," as defined in Section 409A of the Code, upon termination of Executive's employment for any reason other than death, no amount may be paid to Executive earlier than six (6) months after the date of termination of Executive's employment if such payment would violate the provisions of Section 409A of the Code and the regulations issued there-under, and payment for such six (6) month period shall be made on the date that is six (6) months and one (1) day after the termination of Executive's employment, together with interest at the rate of five percent (5%) per annum beginning with the date one day after the termination of Executive's employment until the date of payment, and future payments shall be made as provided above.

b. **(g)** Bonus. If Executive's termination of employment occurs after the end of any fiscal year of the Company for which a bonus would be payable to Executive pursuant to §3(c) above, and Executive's termination occurs prior to the date bonuses for senior executives are paid for the fiscal year, Executive shall be entitled to payment of any annual bonus that is earned for such fiscal year without regard to whether Executive's termination of employment precedes the annual bonus payment date.

c. **(h)** Executive's Death after Termination. If Executive dies following his date of termination while any amounts would still be payable to him hereunder, all such amounts shall be paid in accordance with the terms of this Agreement to such person or persons so appointed in writing by Executive or, failing such appointment, to his surviving spouse, if any, or if none, to his or estate.

a. **§ 7.** Executive Covenants.

b. **(a)** During Executive's employment with the Company and (i) in the event the Executive's employment hereunder is terminated by the Company in accordance with § 6(b) or § 6(c) hereof, for a period of one (1) year thereafter (such applicable period, the "Non-Competition Period"), Executive shall not, either directly or indirectly, for himself or on behalf of or in conjunction with any other person, company, partnership, corporation, business, group, or other entity (each, a "Person"):

i. (i) solicit or recruit to leave the Company's employ any significant employee, agent, or contract worker of the Company or the Associated Companies (as defined below) with whom Executive had contact during the course of his employment with the Company; or

ii. (ii) solicit any of the actual or targeted prospective franchisee of the Company with whom Executive had contact during the course of his employment with the Company

iii. (iii) References to the "Associated Companies" shall mean the Company's direct and indirect subsidiaries, and any company in which the Company has a fifty percent (50%) or greater ownership interest.

iv. (iv) References to the "Business of the Company" shall mean the actual or intended business of the Company during the Term and as of the date the Executive leaves the employment of the Company. As of the date hereof, the Business of the Company is the ownership and national franchising of pizza restaurants.

c. **(b)** Except as otherwise set forth herein, all of the covenants in this § 7 are severable and separate, and the unenforceability of any specific covenant shall not affect the provisions of any other covenant. If any provision of this § 7 relating to the time period, scope, or geographic areas of the restrictive covenants shall be declared by a court of competent jurisdiction to exceed the maximum time period, scope, or geographic area, as applicable, that such court deems reasonable and enforceable, then this Agreement shall automatically be considered to have been amended and revised to reflect such determination.

d. **(c)** Executive has carefully read and considered the provisions of this § 7 and, having done so, agrees that the restrictive covenants in this § 7 impose a fair and reasonable restraint on Executive and are reasonably required to protect the interests of the Company and its officers, directors, employees, and stockholders.

e. **§ 8.** Trade Secrets and Confidential Information.

f. **(a)** For purposes of this §8, "Confidential Information" means any data or information (other than Trade Secrets) that is valuable to the Company (or, if owned by someone else, is valuable to that third party) and not generally known to the public or to competitors in the industry in which the Company conducts business, including, but not limited to, any non-public information (regardless of whether in writing or retained as personal knowledge) pertaining to research and development; product costs and processes; stockholder information; pricing, cost, or profit factors; quality programs; annual budget and long-range business plans; marketing plans and methods; contracts and bids; and personnel. "Trade Secret" means Trade secret as defined under the Florida Uniform Trade Secrets Act. In the absence of such a definition, Trade Secret means information including, but not limited to, any technical or non-technical data, formula, pattern, compilation, program, device, method, technique, drawing, process, financial data, financial plan, product plan, list of actual or potential customers or suppliers or other information similar to any of the foregoing, which (i) derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can derive economic value from its disclosure or use and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

g. **(b)** Executive acknowledges that in the course of his employment with the Company, he has received or will receive and has had or will have access to Confidential Information and Trade Secrets of the Company and the Associated Companies. Accordingly, he is willing to enter into the covenants contained in §7, §8, §9 and §10 of this Agreement in order to provide the Company with what he considers to be reasonable protection for its interests.

h. **(c)** Executive hereby agrees that, during his employment and for a period of one (1) years thereafter, he will hold in confidence all Confidential Information of the Company and the Associated Companies that came into his knowledge during his employment by the Company and will not disclose, publish or make use of such Confidential Information without the prior written consent of the Company.

i. **(d)** Executive hereby agrees to hold in confidence all Trade Secrets of the Company and the Associated Companies that came into his knowledge during his employment by the Company and shall not disclose, publish, or make use of at any time after the date hereof such Trade Secrets without the prior written consent of the Company for as long as the information remains a Trade Secret.

j. **(e)** Notwithstanding the foregoing, the provisions of this §8 will not apply to (i) information required to be disclosed by Executive in the ordinary course of his duties to the Company, or (ii) Confidential Information or Trade Secrets that otherwise becomes generally known in the industry or to the public other than as a result of a disclosure by the Executive or (iii) is or becomes available to the Executive on a non-confidential basis from a source that is not known to the Executive to be prohibited from disclosing such information to the Executive by a legal, contractual or fiduciary obligation.

k. **(f)** The parties agree that the restrictions stated in this §8 are in addition to and not in lieu of protections afforded to trade secrets and confidential information under applicable state law. Nothing in this Agreement is intended to or shall be interpreted as diminishing or otherwise limiting the Company's rights under applicable state law to protect its trade secrets and confidential information.

l. **§ 9.** Return of Company Property. All records, designs, patents, business plans, financial statements, manuals, memoranda, customer lists, computer data, customer and supplier information, and other property or information delivered to or compiled by Executive by or on behalf of the Company (including the respective subsidiaries thereof) or its representatives, vendors or customers shall be and remain the property of the Company, and be subject at all times to its discretion and control. Upon the request of the Company and, in any event, upon the termination of Executive's employment with the Company, Executive shall deliver all such materials to the Company.

m. **§ 10.** Inventions and Ideas. Executive shall disclose promptly to the Company (which shall receive it in confidence), and only to the Company, any invention or idea of Executive in any way reasonably connected with Executive's services or related to the Business of the Company, the Company's research or development, or demonstrably anticipated research or development (developed alone or with others), conceived or made during the Term or within three (3) months thereafter and hereby assigns to the Company any such invention or idea. Executive agrees to cooperate with the Company and sign all papers deemed necessary by the Company to enable it to obtain, maintain, protect and defend patents covering such inventions and ideas and to confirm the Company's exclusive ownership of all rights in such inventions, ideas and patents, and irrevocably appoints the Company as its agent to execute and deliver any assignments or documents Executive fails or refuses to execute and deliver promptly, this power and agency being coupled with an interest and being irrevocable. This constitutes the Company's written notification that this assignment does not apply to an invention for which no equipment, supplies, facility or Trade Secret or Confidential Information of the Company was used and which was developed entirely on Executive's own time, unless (i) the invention relates (A) directly to the Business of the Company, or (B) to the Company's actual or demonstrably anticipated research or development, or (ii) the invention results from any work performed by Executive for the Company.

n. **§ 11.** Assignment; Binding Effect. Executive agrees that he cannot assign all or any portion of his performance under this Agreement. The Company may assign this Agreement to, or to any subsidiary of the Company. Subject to the preceding two sentences, this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective heirs, legal representatives, successors, and assigns.

o. **§ 12.** Complete Agreement; Waiver; Amendment. Executive has no oral representations, understandings, or agreements with the Company or any of its officers, directors, or representatives covering the same subject matter as this Agreement. This Agreement is the final, complete, and exclusive statement of expression of the agreement between the Company and Executive with respect to the subject matter hereof, and cannot be varied, contradicted, or supplemented by evidence of any prior or contemporaneous oral or written agreements. This written Agreement may not be later modified except by a further writing signed by a duly authorized officer of the Company or member of the Board and Executive, and no term of this Agreement may be waived except by a writing signed by the party waiving the benefit of such term.

p. **§ 13.** Notice. Whenever any notice is required hereunder, it shall be given in writing addressed as follows:

To the Company:

Pizza Fusion Holdings ,Inc. Attn.: Chief Executive Officer 399 NW 2nd Ave
Boca Raton, Florida 33432

To Executive: Vaughan Dugan 633 Pondapple Road
Boca Raton, Florida 33433

a. **§ 14.** Severability; Headings. If any portion of this Agreement is held invalid or inoperative, the other portions of this Agreement shall be deemed valid and operative and, so far as is reasonable and possible, effect shall be given to the intent manifested by the portion held invalid or inoperative. This severability provision shall be in addition to, and not in place of, the provisions of § 7(c) above. The section headings are for reference purposes only and are not intended in any way to describe, interpret, define or limit the extent of the Agreement or of any part hereof.

b. **§ 15.** Governing Law. This Agreement, and all other disputes or issues arising from or relating in any way to the Company's relationship with Executive, shall be governed by the internal laws of the State of Florida, irrespective of the choice of law rules of any jurisdiction. Any dispute shall be brought before the Courts located in Palm Beach County, Florida.

c. **§ 16.** Construction. Headings in this Agreement are for convenience only and shall not control the meaning of this Agreement. Whenever applicable, masculine and neutral pronouns shall equally apply to the feminine genders; the singular shall include the plural and the plural shall include the singular. The parties have reviewed and understand this Agreement, and each has had a full opportunity to negotiate the Agreement's terms and to consult with counsel of their own choosing. Therefore, the parties expressly waive all applicable common law and statutory rules of construction that any provision of this Agreement should be construed against the agreement's drafter, and agree that this Agreement and all amendments thereto shall be construed as a whole, according to the fair meaning of the language used.

d. **§ 17.** Counterparts. This Agreement may be executed in one or more counterparts, each of which when executed and delivered shall be an original, and all of which when executed shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Company and Executive have caused this Employment Agreement to be duly executed as of the Effective Date.

COMPANY:

PIZZA FUSION HOLDINGS, INC.

By: /s/
Chief Executive Officer

EXECUTIVE:

/s/ Vaughan Dugan
Vaughan Dugan

SCHEDULE 3(b)

Perquisites and Benefits

During the Term, the Executive shall be entitled to the following perquisites and benefits:

- [ ] Automobile. Executive shall receive $600 per month for automobile expenses. Executive shall also receive a gasoline company or other credit card for use in connection with Company business.

- [ ] Health Insurance. During the Term of the agreement, the Executive shall be entitled to, and the Company shall pay 100% of the cost of, health insurance coverage generally applicable to other senior executives of the Company, subject to availability/insurability of the Executive.

- [ ] Cell Phone. Executive shall be entitled to a cell phone, the cost of which (including service) shall be paid for by the Company.

Employment Agreement

This Employment Agreement (this "Agreement") is made and entered into as of the __th day of June 1, 2013 the "Effective Date") by and between Pizza Fusion Holdings, Inc. a Florida Profit Corporation, (the "Company"), and Randy G. Romano ("Executive").

R E C I T A L S

WHEREAS, the Company desires to employ Executive and to have the benefit of his skills and services, and Executive desires to accept employment with the Company, on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises, terms, covenants, and conditions set forth herein, and the performance of each, the parties hereto, intending to be legally bound, agree as follows:

AGREEMENTS

1. Term. The term of this Agreement shall begin on the Effective Date and shall end on May 30, 2020 (the "Initial Term"), unless extended or earlier terminated in accordance with the terms of this Agreement (the Initial Term and any extension or earlier termination thereof is referred to as the "Term"). If not earlier terminated, the Term of this Agreement shall be automatically extended for an additional one (1) year on May 30th, 2020, and each and every year thereafter, unless, at least sixty (60) days before that date, either party has given the other party written notice of its or his intention not to extend the Term, in which case the Term and Executive's employment shall automatically terminate.

2. Position and Duties. The Company hereby employs Executive as the President of Pizza Fusion Holdings, Inc. Executive shall have such responsibilities, duties, and authorities as are assigned to him by Company's Chief Executive Officer, or the Company's Board of Directors (the "Board"). The Executive shall fulfill his duties and responsibilities in a reasonable and appropriate manner and in compliance in all material respects with the Company's policies and practices and the laws and regulations that apply to the Company's operations and administration.

3. Compensation. During the Term, the Company shall (subject to applicable tax withholding requirements) compensate Executive as follows:

a. Base Salary. As of the Effective Date, the gross annual salary payable to Executive shall be One Hundred Fifty Thousand Dollars ($150,000.00) per year payable on a regular basis in accordance with the Company's standard payroll policies and procedures (the "Base Salary"); provided, that the Base Salary payable to the Executive during the remainder of 2015 shall be appropriately prorated based on the period remaining during such year. The Base Salary shall be subject to a minimum increase at an annual compound rate of 5% and may be adjusted by the Board from time-to-time in its discretion but in no event shall the Base Salary be reduced below $150,000 plus annual increases without the Executive's prior consent.

b. Perquisites, Benefits, and Other Compensation. Executive shall be eligible for the same perquisites and benefits as are made available to other senior executive employees of the Company, as well as such other perquisites or benefits as may be specified from time to time by the Company. For purposes of this Agreement, the perquisites to be made available to the Executive are as set forth on Schedule 3(b) hereof.

c. Annual Bonus; Back Pay.

i. Executive shall be eligible for an annual bonus during each fiscal year of the Term, as reasonably determined by the Company's Chief Executive Officer and the Board based upon the Company's achievement of financial and other goals approved by the Board, provided he remains employed by the Company through the end of such fiscal year. Executive's annual bonus for each fiscal year of the Term shall be paid in accordance with the Company's customary practices for payment of annual bonuses.

d. Stock Options (Additional Consideration). Executive shall be eligible for grants of equity-based compensation under and pursuant the terms and conditions of any plan adopted by the Company from time to time (a "Plan"), as such grants are determined by the committee (or the Company's Board) administering the Plan in its sole discretion. When issued, all grants of stock under this Paragraph shall be fully paid, non-assessable, and shall bear a usual and customary restrictive legend. Any stock grant to employee under the terms of this Agreement shall be subject to the usual non-dilution, and "take me along" registration rights.

4. Expense Reimbursement. The Company shall reimburse Executive for (or, at the Company's option, pay) all reasonable and proper business travel and other out-of-pocket expenses incurred by Executive in the performance of his duties and responsibilities to the Company under § 2 during the Term. All reimbursable expenses shall be appropriately documented in reasonable detail by Executive upon submission of any request for reimbursement, and in a format and manner consistent with the Company's expense reporting and reimbursement policies and applicable federal and state tax recordkeeping requirements.

5. Place of Performance. Executive shall carry out his duties and responsibilities under § 2 principally in and from the Company's headquarters, which currently are in Boca Raton, Florida. Executive shall not be required to relocate outside of Broward or Palm Beach Counties, Florida.

6. Termination; Rights on Termination. Executive's employment and the Term may be terminated in any one of the following ways:

a. Termination for Executive's Death or Disability. Executive's employment hereunder will terminate during the Term upon Executive's death. In addition, if, as a result of Executive's incapacity due to physical or mental illness, Executive shall have been substantially unable to perform his duties hereunder for an entire period in excess of one hundred eighty (180) days in any 12-month period despite any reasonable accommodation available from the Company, the Company shall have the right to terminate Executive's employment hereunder for "Disability", and such termination in and of itself shall not be, nor shall it be deemed to be, a breach of this Agreement. In the event of termination of Executive's employment due to death or Disability, two years (2) compensation and benefits shall be payable to Executive or his estate after the date of termination.

b. Termination by the Company. At any time during the Term, the Company may, for any reason whatsoever, terminate the Executive's employment hereunder. In the event Executive's employment is terminated during the Term, then Executive shall be entitled to compensation pursuant to § 3(a) and (b) through the remaining term of this agreement, but not less than one year. Additionally, the Executive shall be entitled to a pro rata portion of any bonus, if any, awarded pursuant to § 3(c)(i) above.

c. Termination by Executive. Following an initial term of employment of twelve months from the date of this Agreement, the Executive may resign for any reason or no reason, effective thirty (30) days after he provides written notice of his intent to resign to the Company, then Executive shall be entitled to compensation pursuant to § 3(a) and (b). for a period of one year (1) after the date of termination. Additionally, the Executive shall be entitled to a pro rata portion of any bonus, if any, awarded pursuant to § 3(c)(i) above.

d. Payment through Termination. Upon termination of Executive's employment for any reason, except a termination by the Company pursuant to § 6(a) and §6(c) Executive shall be entitled to receive all compensation earned and all benefits and reimbursements due under this Agreement through the effective date of his termination of employment and remaining term of this contract pursuant to §1.

(i) If Executive exercises his right under applicable law to elect continued coverage under the Company's health insurance plan ("COBRA Coverage"), the Company shall reimburse Executive for the cost of such COBRA Coverage subject to and in accordance with Company policy, until the earlier of (A) the applicable period set forth above in §6(f)(ii) above or (B) such time as Executive becomes eligible for coverage under a subsequent employer's group health plan.

(ii) In addition to the foregoing, in the event the Executive's employment is terminated by the Company, then any outstanding Options, if any, granted to the Executive pursuant to §3(d) hereof shall be immediately vested.

7. Expiration of Agreement. If either party gives written notice pursuant to § 1 of his or its intent not to extend this Agreement at the end of the Initial Term, and Executive's employment subsequently terminates, no compensation or benefits shall be payable to Executive after the date of termination.

a. Provisions that Survive Termination or Expiration of Agreement. All rights and obligations of the Company and Executive under this Agreement shall cease as of the effective date of the termination of Executive's employment or the expiration of this Agreement, except that (i) the Company's payment obligations under § 6 shall survive such termination or expiration in accordance with their terms, and (ii) Executive's obligations under §7 through §10 and the Company's rights under §15 shall survive such termination or expiration in accordance with their terms.

Compliance with Code Section 409A.

i. (i) The parties intend for all payments and benefits described in this Agreement to be either exempt from, or fully compliant with, Section 409A of the Code and this Agreement shall be interpreted accordingly.

ii. (ii) If the Company reasonably determines that any payment or benefit due under this Section 6, or any other amount that may become due to Executive after termination of employment, is subject to Section 409A of the Code and that Executive is a "specified employee," as defined in Section 409A of the Code, upon termination of Executive's employment for any reason other than death, no amount may be paid to Executive earlier than six (6) months after the date of termination of Executive's employment if such payment would violate the provisions of Section 409A of the Code and the regulations issued there-under, and payment for such six (6) month period shall be made on the date that is six (6) months and one (1) day after the termination of Executive's employment, together with interest at the rate of five percent (5%) per annum beginning with the date one day after the termination of Executive's employment until the date of payment, and future payments shall be made as provided above.

8. Bonus. If Executive's termination of employment occurs after the end of any fiscal year of the Company for which a bonus would be payable to Executive pursuant to §3(c) above, and Executive's termination occurs prior to the date bonuses for senior executives are paid for the fiscal year, Executive shall be entitled to payment of any annual bonus that is earned for such fiscal year without regard to whether Executive's termination of employment precedes the annual bonus payment date.

9. Executive's Death after Termination. If Executive dies following his date of termination while any amounts would still be payable to him hereunder, all such amounts shall be paid in accordance with the terms of this Agreement to such person or persons so appointed in writing by Executive or, failing such appointment, to his surviving spouse, if any, or if none, to his or estate.

10. Executive Covenants.

a. During Executive's employment with the Company and (i) in the event the Executive's employment hereunder is terminated by the Company in accordance with § 6(b) or § 6(c) hereof, for a period of one (1) year thereafter (such applicable period, the "Non-Competition Period"), Executive shall not, either directly or indirectly, for himself or on behalf of or in conjunction with any other person, company, partnership, corporation, business, group, or other entity (each, a "Person"):

i. solicit or recruit to leave the Company's employ any significant employee, agent, or contract worker of the Company or the Associated Companies (as defined below) with whom Executive had contact during the course of his employment with the Company; or

ii. solicit any of the actual or targeted prospective franchisee of the Company with whom Executive had contact during the course of his employment with the Company

iii. References to the "Associated Companies" shall mean the Company's direct and indirect subsidiaries, and any company in which the Company has a fifty percent (50%) or greater ownership interest.

iv. References to the "Business of the Company" shall mean the actual or intended business of the Company during the Term and as of the date the Executive leaves the employment of the Company. As of the date hereof, the Business of the Company is the ownership and national franchising of pizza restaurants.

b. Except as otherwise set forth herein, all of the covenants in this § 7 are severable and separate, and the unenforceability of any specific covenant shall not affect the provisions of any other covenant. If any provision of this § 7 relating to the time period, scope, or geographic areas of the restrictive covenants shall be declared by a court of competent jurisdiction to exceed the maximum time period, scope, or geographic area, as applicable, that such court deems reasonable and enforceable, then this Agreement shall automatically be considered to have been amended and revised to reflect such determination.

c. Executive has carefully read and considered the provisions of this § 7 and, having done so, agrees that the restrictive covenants in this § 7 impose a fair and reasonable restraint on Executive and are reasonably required to protect the interests of the Company and its officers, directors, employees, and stockholders.

11. Trade Secrets and Confidential Information.

a. For purposes of this §8, "Confidential Information" means any data or information (other than Trade Secrets) that is valuable to the Company (or, if owned by someone else, is valuable to that third party) and not generally known to the public or to competitors in the industry in which the Company conducts business, including, but not limited to, any non-public information (regardless of whether in writing or retained as personal knowledge) pertaining to research and development; product costs and processes; stockholder information; pricing, cost, or profit factors; quality programs; annual budget and long-range business plans; marketing plans and methods; contracts and bids; and personnel. "Trade Secret" means Trade secret as defined under the Florida Uniform Trade Secrets Act. In the absence of such a definition, Trade Secret means information including, but not limited to, any technical or non-technical data, formula, pattern, compilation, program, device, method, technique, drawing, process, financial data, financial plan, product plan, list of actual or potential customers or suppliers or other information similar to any of the foregoing, which (i) derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can derive economic value from its disclosure or use and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

b. Executive acknowledges that in the course of his employment with the Company, he has received or will receive and has had or will have access to Confidential Information and Trade Secrets of the Company and the Associated Companies. Accordingly, he is willing to enter into the covenants contained in §7, §8, §9 and §10 of this Agreement in order to provide the Company with what he considers to be reasonable protection for its interests.

c. Executive hereby agrees that, during his employment and for a period of one (1) years thereafter, he will hold in confidence all Confidential Information of the Company and the Associated Companies that came into his knowledge during his employment by the Company and will not disclose, publish or make use of such Confidential Information without the prior written consent of the Company.

d. Executive hereby agrees to hold in confidence all Trade Secrets of the Company and the Associated Companies that came into his knowledge during his employment by the Company and shall not disclose, publish, or make use of at any time after the date hereof such Trade Secrets without the prior written consent of the Company for as long as the information remains a Trade Secret.

e. Notwithstanding the foregoing, the provisions of this §8 will not apply to (i) information required to be disclosed by Executive in the ordinary course of his duties to the Company, or (ii) Confidential Information or Trade Secrets that otherwise becomes generally known in the industry or to the public other than as a result of a disclosure by the Executive or (iii) is or becomes available to the Executive on a non-confidential basis from a source that is not known to the Executive to be prohibited from disclosing such information to the Executive by a legal, contractual or fiduciary obligation.

f. The parties agree that the restrictions stated in this §8 are in addition to and not in lieu of protections afforded to trade secrets and confidential information under applicable state law. Nothing in this Agreement is intended to or shall be interpreted as diminishing or otherwise limiting the Company's rights under applicable state law to protect its trade secrets and confidential information.

12. Return of Company Property. All records, designs, patents, business plans, financial statements, manuals, memoranda, customer lists, computer data, customer and supplier information, and other property or information delivered to or compiled by Executive by or on behalf of the Company (including the respective subsidiaries thereof) or its representatives, vendors or customers shall be and remain the property of the Company, and be subject at all times to its discretion and control. Upon the request of the Company and, in any event, upon the termination of Executive's employment with the Company, Executive shall deliver all such materials to the Company.

13. Inventions and Ideas. Executive shall disclose promptly to the Company (which shall receive it in confidence), and only to the Company, any invention or idea of Executive in any way reasonably connected with Executive's services or related to the Business of the Company, the Company's research or development, or demonstrably anticipated research or development (developed alone or with others), conceived or made during the Term or within three (3) months thereafter and hereby assigns to the Company any such invention or idea. Executive agrees to cooperate with the Company and sign all papers deemed necessary by the Company to enable it to obtain, maintain, protect and defend patents covering such inventions and ideas and to confirm the Company's exclusive ownership of all rights in such inventions, ideas and patents, and irrevocably appoints the Company as its agent to execute and deliver any assignments or documents Executive fails or refuses to execute and deliver promptly, this power and agency being coupled with an interest and being irrevocable. This constitutes the Company's written notification that this assignment does not apply to an invention for which no equipment, supplies, facility or Trade Secret or Confidential Information of the Company was used and which was developed entirely on Executive's own time, unless (i) the invention relates (A) directly to the Business of the Company, or (B) to the Company's actual or demonstrably anticipated research or development, or (ii) the invention results from any work performed by Executive for the Company.

14. Assignment; Binding Effect. Executive agrees that he cannot assign all or any portion of his performance under this Agreement. The Company may assign this Agreement to, or to any subsidiary of the Company. Subject to the preceding two sentences, this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective heirs, legal representatives, successors, and assigns.

15. Complete Agreement; Waiver; Amendment. Executive has no oral representations, understandings, or agreements with the Company or any of its officers, directors, or representatives covering the same subject matter as this Agreement. This Agreement is the final, complete, and exclusive statement of expression of the agreement between the Company and Executive with respect to the subject matter hereof, and cannot be varied, contradicted, or supplemented by evidence of any prior or contemporaneous oral or written agreements. This written Agreement may not be later modified except by a further writing signed by a duly authorized officer of the Company or member of the Board and Executive, and no term of this Agreement may be waived except by a writing signed by the party waiving the benefit of such term.

16. Notice. Whenever any notice is required hereunder, it shall be given in writing addressed as follows:

To the Company:

Pizza Fusion Holdings, Inc.
Attn.: Chief Executive Officer
399 NW 2nd Ave
Boca Raton, Florida 33432

To Executive:

Randy G. Romano
22040 Aqua Court
Boca Raton, Florida 33428

17. Severability; Headings. If any portion of this Agreement is held invalid or inoperative, the other portions of this Agreement shall be deemed valid and operative and, so far as is reasonable and possible, effect shall be given to the intent manifested by the portion held invalid or inoperative. This severability provision shall be in addition to, and not in place of, the provisions of § 7(c) above. The section headings are for reference purposes only and are not intended in any way to describe, interpret, define or limit the extent of the Agreement or of any part hereof.

18. Governing Law. This Agreement, and all other disputes or issues arising from or relating in any way to the Company's relationship with Executive, shall be governed by the internal laws of the State of Florida, irrespective of the choice of law rules of any jurisdiction. Any dispute shall be brought before the Courts located in Palm Beach County, Florida.

19. Construction. Headings in this Agreement are for convenience only and shall not control the meaning of this Agreement. Whenever applicable, masculine and neutral pronouns shall equally apply to the feminine genders; the singular shall include the plural and the plural shall include the singular. The parties have reviewed and understand this Agreement, and each has had a full opportunity to negotiate the Agreement's terms and to consult with counsel of their own choosing. Therefore, the parties expressly waive all applicable common law and statutory rules of construction that any provision of this Agreement should be construed against the agreement's drafter, and agree that this Agreement and all amendments thereto shall be construed as a whole, according to the fair meaning of the language used.

20. Counterparts. This Agreement may be executed in one or more counterparts, each of which when executed and delivered shall be an original, and all of which when executed shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Company and Executive have caused this Employment Agreement to be duly executed as of the Effective Date.

COMPANY:

PIZZA FUSION HOLDINGS, INC.

By: */s/*
Chief Executive Officer

EXECUTIVE:

/s/ Randy Romano
Randy Romano

SCHEDULE 3(b)

Perquisites and Benefits

During the Term, the Executive shall be entitled to the following perquisites and benefits:

- [ ] Automobile. Executive shall receive $600 per month for automobile expenses. Executive shall also receive a gasoline company or other credit card for use in connection with Company business.

- [ ] Health Insurance. During the Term of the agreement, the Executive shall be entitled to, and the Company shall pay 100% of the cost of, health insurance coverage generally applicable to other senior executives of the Company, subject to availability/insurability of the Executive.

- [ ] Cell Phone. Executive shall be entitled to a cell phone, the cost of which (including service) shall be paid for by the Company.

STANDARD OFFICE LEASE

THIS INDENTURE OF LEASE, made on the 24th day of July, 2014, by and between the INVESTMENTS LIMITED, as agent for the property owner, whose mailing address is 215 North Federal Highway, Suite 1, Boca Raton, Florida 33432, hereinafter called the "Landlord" which term shall include its successors and assigns wherever the context so requires or admits, and PIZZA FUSION HOLDINGS INC., a Florida formed corporation, hereinafter called the "Tenant" which term shall include their successors or assigns wherever the context so requires or admits

W I T N E S S E T H:

1. LEASED PREMISES.

That for and in consideration of the payment from time to time of the rents hereinafter stipulated and for and in consideration of the performance of the covenants hereinafter contained by the Tenant to be kept and performed, the Landlord has leased, let and demised and by these presents does lease, let and demise unto the Tenant, and the Tenant accepts from the Landlord, those certain Leased Premises, located at 399 NW 2nd Avenue, Suite 216, Boca Raton, FL 33432, in the County of Palm Beach, and the State of Florida, herein called "the Leased Premises," which Leased Premises is deemed to consist of an area 1,950 square feet, herein called the "Rentable Square Feet". Prior to execution of this Lease, the Tenant has had the opportunity to measure the Leased Premises and unequivocally accepts for all purposes, where utilized in this Lease, the Rentable Square Feet of the Leased Premises as set forth in this Section.

2. **TERM.**

A. Initial Term.

The term of this lease shall be for a period of two (2) years (the "Initial Term"), commencing on August 1st, 2014 (hereafter the "Lease Commencement Date") and terminating on July 31st, 2016 (hereafter the "Lease Termination Date").

B. Option Term.

Provided Tenant pays rent timely by the fifth day of each month, gives ninety days prior written notice to renew and is otherwise not in default of the Lease, Tenant shall have the option to renew this Lease for a consecutive period of two years (an "Option Term") at the same terms, conditions and escalators as set forth in the Lease.

3. BASE RENT.

Commencing on August 1st, 2014 (the "Rent Commencement Date"), Tenant shall pay Landlord, at the office or such other place as Landlord may from time to time designate as "Base Rent" for the Leased Premises during the term of this Lease, without any deduction or set off, in equal monthly installments in advance, on the first day of each calendar month as follows:

BASE RENT, YEAR ONE: $2,200.00 PER MONTH

Notwithstanding anything to the contrary contained herein, in the event the Commencement Date is other than the first day of a calendar month, then Tenant shall pay to Landlord on the Commencement Date a sum equal to the per diem Monthly Rent for the month in which the Commencement Date shall occur multiplied by the number of days from the Commencement Date to the last day of the First Month, both inclusive, plus the Monthly Rent for the next calendar month (said period of time hereafter referred to as the "First Month"). Such per diem payment and the first Monthly Rent payment shall constitute payment of Monthly Rent from the Commencement Date to the last day of the month next succeeding the First Month, both inclusive.

Thereafter, if the monthly rent is not paid by the fifth (5th) day of any month, then a ten percent late fee will be charged for all rents received after the fifth of the month, due and payable automatically as additional rent, without the necessity of notice to Tenant of such charge. Tenant acknowledges that a fee equal to five (5%) of the amount of the check shall be charged on all returned checks, as an administrative fee, and shall be payable as "additional rent".

4. ADDITIONAL CHARGES.

A. In addition to the Base Rent charges set forth in Section 3 above, Tenant shall also pay Tenant's proportionate share of (i) real estate taxes (and assessments, if any); (ii) insurance expense; and (iii) common area expenses (the foregoing charges hereinafter "Additional Rent") as defined specifically below, currently estimated for the current calendar year as follows, and which shall be considered, for purposes of default, as Additional Rent:

Fixed ADDITIONAL RENT CHARGES, YEAR ONE: $1,200.00 PER MONTH

i) Real Estate Taxes and Assessments. For each calendar year, or part thereof during the term of this Lease, Tenant shall pay its proportionate share of all real estate taxes and assessments, levied and assessed against the land, buildings, and all other improvements within the property. Tenant's proportionate share shall be the total amount of such taxes and assessments, multiplied by a fraction, the numerator of which shall be the Rentable Square Feet within the Leased Premises, and the denominator of which shall be the rentable square feet or rentable floor area within all buildings in the property at the time such taxes were levied or assessed.

Said real estate taxes and assessments shall be paid by the Tenant to the Landlord in equal monthly installments on the first day of each calendar month during the Term of this Lease. Said charges shall be based upon Landlord's estimated costs for the real estate taxes and assessments for the Calendar Year. The amount due for all partial Calendar Years shall be prorated on a per diem basis

ii) Municipal, County, State or Federal Taxes, Excluding Real Estate Taxes. Tenant shall pay all taxes including but not limited to any such taxes assessed against any leasehold interest of Tenant or any fixtures, furnishings, equipment, stock-n-trade or other personal property of any kind owned, installed or used in or on the Leased Premises, and any excise, sales or similar tax levied or assessed for any rent or additional rental item paid by or on behalf of Tenant.

iii) Insurance. Tenant agrees to reimburse Landlord his proportionate share (computed the same as in Subsection 4(A)(i) of the total cost of premiums for Landlord's insurance coverages (excluding the amount thereof attributable to insuring the Common Areas, for which provision has been made in Subsection 4(A)(iv). Said insurance reimbursements shall be paid by the Tenant to the Landlord in equal monthly installments on the first day of each calendar month during the Term of the Lease. Said charges shall be based upon Landlord's estimated costs for the insurance reimbursements for the Calendar Year. The amount due for all partial Calendar Years shall be prorated on a per diem basis.

iv) Common Area Expenses. Tenant agrees to pay to Landlord in the manner hereinafter provided, Tenant's proportionate share of all costs and expenses of every kind and nature paid or incurred by Landlord in operating, equipping, policing and protecting, lighting, providing sanitation and sewer and other services for insuring, repairing, replacing and maintaining the common areas and all other facilities used in the maintenance or operation of the property. Such costs and expenses shall include, but shall not be limited to, the cost of: illumination and maintenance of signs, refuse disposal, water, gas, sewage, electricity and other utilities (without limitation), including any and all usage, service, hook-up, connection, availability and/or stand by fees or charges pertaining to same; maintenance and operation of any temporary or permanent utility, compliance with rules, regulations and orders of governmental authorities pertaining to air pollution control, including the cost of monitoring air quality, landscaping, cleaning, lighting, striping and landscaping; curbs, roof, gutters, sidewalks, drainage and irrigation ditches, conduits, pipes located on or adjacent to the property; premiums for liability, casualty, and property insurance; personal property taxes; licensing fees and taxes; audit fees and expenses, management fees, supplies; depreciation of maintenance equipment used in the operation or maintenance of the common areas; total compensation and benefits (including premiums for workmen's compensation and other insurance) paid to or on behalf of employees involved in the performance of the work specified in this Section. Tenant's proportionate share shall be the total amount of such common area expenses described in this Section 4, multiplied by a fraction, the numerator of which shall be the Rentable Square Feet within the Leased Premises, and the denominator of which shall be the rentable square feet or rentable floor area within all buildings in the center at the time such expenses are incurred, except however those charges or fees due under agreements which may be based on rents, square footage, unit, item, or the like shall be billed to Tenant on such a schedule.

Tenant's proportionate share of such costs and expenses for each lease year shall be paid in monthly installments on the first day of each calendar month, in advance, in an amount estimated by Landlord from time to time.

B. Rental Taxes. In addition to, and without limiting the foregoing, should any governmental taxing authority levy, assess, or impose any tax, excise or assessment (other than an income or franchise tax) upon or against the rentals payable by Tenant to Landlord, either by way of substitution for or in addition to any existing tax on land and buildings or otherwise, Tenant shall pay any such tax, excise or assessment thereof.

C. Subsequent to the end of each lease year, Landlord shall furnish Tenant with a statement of the actual amount of Tenant's proportionate share of such cost and expenses incurred under this Section for such period. If the total amount paid by Tenant under this Section for any such year shall be less than the actual amount due from Tenant for such year as shown on such statement, Tenant shall pay to Landlord the difference between the amount paid by Tenant and the actual amount due, such deficiency to be paid within ten (10) days after the furnishing of such statement, and if the total amount paid by Tenant hereunder for any such year shall exceed such actual amount due from Tenant for such year, such excess shall be credited against the next installment due from Tenant to Landlord under this Section.

Notwithstanding anything to the contrary contained in this Lease, the Additional Rent shall be limited to a maximum increase of five (5%) percent per annum.

5. INCREASES IN BASE RENT.

In the event this Lease is for a period exceeding one year, upon each lease anniversary, the Base Rent shall increase by five percent per annum. Upon each adjustment of rent during the term of this Lease, Tenant shall be required to deposit the difference between one months' rent at the new rental rate and one months' rent at the rental rate for the previous lease year.

"Lease Year" shall mean a period of twelve (12) consecutive full calendar months. The first Lease Year shall begin on the Lease Commencement Date, if that date occurs on the first day of a calendar month; otherwise, the first Lease Year shall begin on the first day of the first calendar month after the lease commencement Date. Each succeeding Lease Year shall begin on the anniversary of the First Lease year.

6. USE OF LEASED PREMISES.

Tenant shall be permitted to use the Premises for its Permitted Use at no additional cost to Tenant. "Permitted Use" shall be defined as a GENERAL OFFICE and all uses incidental thereto. Tenant shall diligently and in good faith take all actions necessary to obtain, comply with and keep in effect all authorizations, licenses, certificates, approvals and other permits necessary to operate the Leased Premises. Tenant shall comply with all laws, ordinances, codes, etc., of governmental authority having jurisdiction over the Leased Premises. If Tenant's use of the Leased Premises should at any time during the term of the Lease be prohibited by law or ordinance or other governmental regulation, or prevented by injunction, this Lease shall not be thereby terminated, nor shall Tenant be entitled by reason thereof to surrender the Premises or to any abatement or reduction in rent, nor shall the respective obligations of the parties hereto be otherwise affected.

Tenant shall not at any time use or occupy the Leased Premises, or suffer or permit anyone to use or occupy the Leased Premises, or do anything in the Leased Premises, or suffer or permit anything to be done in, brought into or kept on the Leased Premises, which in any manner in the sole discretion of Landlord (a) violates the Certificate of Occupancy for the Leased Premises or for the property, (b) causes or is liable to cause injury to the Leased Premises or the property or any equipment, facilities or systems therein, (c) constitutes a violation of the laws and requirements of any public authorities or the requirements of insurance bodies, (d) impairs or tends to impair the character, reputation or appearance of the property as a community office complex, (e) impairs or tends to impair the proper and economic maintenance, operation and repair of the property and/or its equipment, or systems, (f) annoys or inconveniences or tends to annoy or inconvenience other tenants or occupants of the center; (g) constitutes a nuisance, public or private, or violates any environmental law, ordinance or regulation, or (h) discharges objectionable fumes, vapors or odors into other leased premises or otherwise in such a manner as to offend or inconvenience the other tenants or occupants of the building, or (i) is inconsistent with the occupational license issued by any governmental authority. Tenant shall timely obtain all occupational licenses required for the use, employment or occupation of any persons occupying or employed within the Leased Premises.

Tenant hereby accepts the Leased Premises "as is", where "as is" condition with all faults, if any, and without any warranty or representation of the Landlord either expressed or implied, and in the condition existing on the Commencement Date. Landlord has made no inquiries about and makes no representation (express or implied) concerning whether Tenant's proposed use of the Leased Premises is permitted under applicable law, including applicable land use and zoning laws; should Tenant's proposed use be prohibited, Tenant shall be obligated to comply with applicable law and this Lease shall nevertheless remain in full force and effect. Tenant further acknowledges that Landlord shall have no obligation to make any alterations or installations or otherwise prepare the Leased Premises for Tenant's intended use.

Tenant agrees to comply with and abide by the Rules and Regulations attached hereto and made a part hereof as Exhibit "B" as adopted and amended from time to time by Landlord. Nothing contained in this Lease shall be construed to impose upon Landlord any duty or obligation to enforce the Rules and Regulations against any other tenant or any employees or agents of any other tenant, and Landlord shall not be liable to Tenant for violation of the Rules and Regulations by any other tenant or its employees, agents, invitees or licensees.

7. UTILITIES.

A. The Tenant will provide, at its own cost, all necessary facilities within the Leased Premises. Landlord shall not be responsible for providing any meters or other devices for the measurement of utilities supplied to the Leased Premises. Where necessary, Tenant shall make application for and arrange for the installation of all such meters or other devices.

B. The Landlord shall not be liable to Tenant in damages or otherwise if any one or more of said utility services or obligations hereunder is interrupted or terminated because of necessary repairs, installations, construction and expansion, non payment of utility charges due, or any other cause beyond Landlord's reasonable control. No such interruption or termination of utility service shall relieve Tenant from any of its obligations under this Lease.

C. Electric Charges. Commencing with the date on which Landlord delivers the Leased Premises to Tenant, Tenant shall pay directly to utility provider for electric current and all other utilities required for the proper operation of Tenant's business. If Tenant fails to pay said charges within thirty days after same shall become due, Landlord, at its sole and absolute option, may consider Tenant to be in default.

D. Water and Sewer Charge. Water and sewer service provided to the Leased Premises are measured by a meter covering the entire building or center. Tenant agrees to pay for its proportionate share of the cost for such services to the entire building. Such water and sewer charges will be payable as Additional Rent in accordance with Section 4 above.

8. SECURITY DEPOSIT.

A. Upon the commencement date of this Lease, Tenant's previous lease shall be terminated and any pre-paid rents, deposits and monies owed shall be transferred to this Lease. Tenant's security deposit (in the amount of $4,833.60) shall be security for the full and faithful performance by the Tenant of all the terms, covenants, and conditions of this lease upon the Tenant's part to be performed, which said security deposit shall be returned to the Tenant after the time fixed as the expiration of the term hereof, provided the Tenant has fully and faithfully carried out all of said terms, covenants and conditions on the Tenant's part to be performed. Landlord shall have the right, but not the obligation, to apply any part of said deposit to cure any default of the Tenant, and without prejudice to any other remedy Landlord may have on account thereof, and, if the Landlord does so, Tenant shall, upon demand, deposit with Landlord the amount so applied so that the Landlord shall have the full deposit on hand at all times during the term of this lease. Tenant's failure to pay to Landlord a sufficient amount to restore said security to the original sum deposit within five (5) days after receipt of demand therefore shall constitute a breach of this Lease. No interest shall be paid by the Landlord to the Tenant on such security deposit. Should Tenant comply with all of said terms, covenants, and conditions and promptly pay all of the rental herein provided for as it falls due, and all other sums payable by the Tenant to the Landlord hereunder, the said deposit shall be returned to the Tenant within thirty (30) days after Landlord's inspection of the Leased Premises.

B. In the event of bankruptcy or other creditor or debtor proceedings against the Tenant, all security shall be deemed to be applied first to the payment of rent and other charges due Landlord for all periods prior to the filing of such proceedings.

C. In the event of a sale of the building or a lease of the land on which it stands, subject to this Lease, the Landlord shall have the right to transfer the security to the vendee or lessee and the Landlord shall be considered released by the Tenant from all liability for the return of such security and the Tenant shall look to the new landlord solely for the return of the said security and it is agreed that this shall apply to every transfer or assignment made of the security to a new Landlord. The security deposit under this Lease shall not be mortgaged, assigned, transferred, or encumbered by the Tenant without the prior written consent of the Landlord and may be co-mingled with other funds of Landlord.

9. PARKING AND COMMON USE AREAS AND FACILITIES.

Landlord grants to Tenant, in common with other tenants and other occupants in the property, and their agents, employees, and customers and persons doing work for or business in the center, the right to use the "common areas" consisting of the parking areas, roadways, pathways, sidewalks, hallways, stairwells, elevators, entrances and exits and other areas and facilities designated for common area use in the property containing the Leased Premises.

The common areas shall be subject to the exclusive control and management of Landlord and Landlord shall have the right to establish, modify, change and enforce rules and regulations with respect to the common areas and Tenant agrees to abide by and conform with such rules and regulations. The right of customers to use the parking facilities shall apply only while they are doing business in the building. Tenant shall not park any trucks or delivery vehicles in the parking areas, nor permit delivery of supplies or merchandise at any place other than that designated by Landlord.

10. LICENSE.

All common areas and facilities not within the Leased Premises, which Tenant may be permitted to use and occupy, are to be used and occupied under a revocable license, and if any such license be revoked, or if the amount of such areas be diminished, Landlord shall not be subject to any liability nor shall Tenant be entitled to any compensation or diminution or abatement of rent, nor shall such revocation or diminution of such areas be deemed constructive or actual eviction.

11. TENANT'S WORK.

If the Leased Premises are not yet constructed or are reconstructed, then the Leased Premises shall be a vacant shell. All leasehold improvements shall be Tenant's obligation. Tenant shall submit plans and specifications for leasehold improvements prior to construction of same. Landlord shall have ten (10) days to approve or disapprove of same, which approval shall not be unreasonably withheld.

12. REPAIRS.

Landlord shall not be required to make any repairs, replacements or improvements of any kind upon the Leased Premises except for necessary exterior structural repairs. Tenant shall, at its sole cost and expense, repair or replace, as necessary, and maintain in good and operational order and condition, the interior of the Leased Premises, structural or otherwise, the fixtures and equipment therein and appurtenances thereto, including, but not limited to, the exterior and interior windows, store front windows (if applicable), doors and entrances, signs, floor coverings, interior walls, columns and partitions, lighting (including replacement of light bulbs), plumbing, and air conditioning (including ductwork). Tenant shall also be solely responsible for the cost of installation and maintenance of all voice and data lines (including but not limited to any costs related to any installation of conduit lines leading to and from the Leased Premises). Notwithstanding the above, Tenant shall have the benefit of any warranties passed to Landlord and honored by the vendor or manufacturer during the term of such warranty.

Tenant, at its own expense shall maintain an annual service contract for the air conditioning unit and shall immediately provide a copy to Lessor. Tenant shall provide a copy of said service contract to Landlord within thirty days of Lease commencement. Failure to timely provide such service contract is deemed a default under the lease. In addition, if Tenant elects to install hurricane shutters within the Leased Premises, Tenant shall be solely responsible for the cost of same.

13. SUBORDINATION, ESTOPPEL CERTIFICATE AND ATTORNMENT.

Tenant agrees that this Lease shall be subordinate to any mortgage or mortgages or the lien resulting from any financing or refinancing now or hereafter in force against the land and buildings or which the Leased Premises are a part. This shall be self operative and no further instrument of subordination shall be required by any mortgagee. However, the Tenant, upon request of any party in interest, shall execute promptly such instrument of certificates to carry out the intent hereof as shall be required by the Landlord. Tenant hereby irrevocably appoints Landlord as Attorney in Fact for the Tenant with full power and authority to execute and deliver, in the name of the Tenant, any such instrument or certificates. If, ten (10) days after the date of a written request by Landlord to execute such instruments, Tenant shall not have executed the same, the Landlord may at its option cancel this Lease without incurring any liability on account thereof and the term hereby granted is expressly limited accordingly. Within ten (10) days after request therefore by Landlord, or in the event that upon any sale, assignment or hypothecation of the Leased Premises and/or the land thereunder by Landlord an estoppel certificate shall be required from the Tenant, the Tenant agrees to deliver, in recordable form, an estoppel certificate to any proposed mortgagee or purchaser or to the owner certifying and stating as follows: (a) this Lease has not been modified or amended (or if modified or amended, setting forth such modifications or amendments); (b) this Lease as so modified or amended is in full force and effect or if not in full force and effect, the reasons therefore; (c) Tenant has no offsets or defenses to its performance of the terms and provisions of this Lease, including the payment of rent, or if there are any such defenses or offsets, specifying the same; (d) Tenant is in possession of the Leased Premises, if such be the case; (e) if an assignment of rents or leases has been served upon Tenant by a mortgagee or prospective mortgagee, Tenant has received such assignment and agrees to be bound by the provisions thereof; and (f) any other accurate statements reasonably required by Landlord, any prospective landlord or Landlord's mortgagee or prospective mortgagee. It is intended that any such statement delivered pursuant to this subsection may be relied upon by any prospective purchaser or mortgagee and their respective successors and assigns and Tenant shall be liable for all loss, cost or expense resulting from the failure of any sale or funding of any loan caused by any misstatement contained in such estoppel certificate. At the option of the Landlord or any successor Landlord or the holder of any mortgage affecting the fee of the Leased Premises, Tenant agrees that neither the cancellation nor termination of any underlying ground lease to which this Lease is now or may hereafter become subject or subordinate, nor any foreclosure of a mortgage affecting the fee title of the Leased Premises, or the institution of any suit, action, summary or other proceeding by the Landlord herein or any successor. Tenant covenants and agrees to attorn to the Landlord or to any successor to the Landlord's interest in the Leased Premises, or to such holder of such mortgage or ground or underlying lease or to the purchaser of the mortgaged premises in foreclosure.

14. ASSIGNMENT AND SUBLETTING.

Tenant agrees not to sell, assign, mortgage, pledge or in any manner transfer this Lease or any estate or interest thereunder and not to sublet the Leased Premises or any part or parts thereof and not to permit any licensee or concessionaire therein without the previous written approval or consent of the Landlord in each instance; such approval shall not be unreasonably withheld provided the proposed successor in interest has demonstrated credit worthiness, ability, and experience to carry out the obligations under the Lease. Tenant shall be subject to a change of tenancy fee equal to one month's full rent, payable at the time of Landlord's consent to assignment, plus any costs incurred by the Lessor including but not limited to attorney's fees and Court costs, resulting from any such assignment. Before written approval or consent shall be given of any assignment or sublease of the Leased Premises, Landlord, in its sole discretion, shall have the option to require Tenant or subtenant to renegotiate any or all terms (including but not limited to the Minimum Rent) of this Lease. The consent by Landlord to any assignment or subletting shall not constitute a waiver of the necessity for such consent to any subsequent assignment or subletting. This prohibition against assigning or subletting shall be construed to include an assignment or subletting by operation of law. If this Lease be assigned or the Leased Premises or any part thereof be sublet or occupied by anybody other than the Tenant, Landlord may collect rent from the assignee, subtenant or occupant and apply the net amount collected to the rent herein reserved, but no such assignment, subletting, occupancy, or collection shall be deemed a waiver of this covenant, or the acceptance of the assignee, subtenant or occupant as Tenant or release of Tenant from the further performance by Tenant of the covenants on the part of Tenant herein contained. Notwithstanding any assignment or subleases, Tenant shall remain fully liable on this Lease and shall not be released from performing any of terms, covenants and conditions of this Lease.

If Tenant is a corporation or any other entity that is not a natural person, the provisions of this Section 14 shall apply to a transfer (including one or more transfers) of a majority of the stock or ownership interest of Tenant, as if such transfer of a majority of the stock or ownership interest of the Tenant is an assignment of this Lease. Any such transfer without the prior written consent of the Landlord shall, at the option of Landlord, be deemed a default by Tenant under this Lease and Landlord shall have all the rights and remedies granted to it hereunder and by law in case of default.

15. INSURANCE AND INDEMNITY.

Tenant agrees to maintain, during the term of this Lease, (i) insurance against loss or damage to the plate glass, (ii) fire and windstorm insurance covering the contents of the Demised Premises and all the trade fixtures, (iii) public liability insurance in the minimum amount of One Million Dollars protecting Landlord and Tenant against any liability whatsoever occasioned or happening on or about the Leased Premises or any appurtenance thereto, and (iv) rent insurance covering all risk coverage, including, but not limited to the perils of fire, extended coverage and vandalism, in an amount of at least three months rental. Any such policy shall name Landlord as a first named additional insured. Tenant shall, at the beginning of the term and at all times thereafter, and at least thirty days before the expiration of any current policy, deliver to Lessor certificates issued by the insurer evidencing that said insurance and renewal(s) is in force, the premiums paid, and same is not cancelable or modifiable except upon thirty days' prior written notice to Lessor.

Tenant shall defend, indemnify and hold the Landlord harmless from and against any and all claims, suits, loss, cost and liability including Landlord's attorney's fees on account of injury or death of persons or damage to property, or for liens on the Leased Premises, caused by a happening in connection with the Leased Premises (including the adjacent sidewalk or driveways and common areas) or the condition, maintenance, possession or use thereof or the operations thereon. Landlord shall not in any event whatsoever be liable for any injury to any property or to any property belonging to Tenant any person which may be caused by fire or breakage, or by the use, misuse or abuse of any of the elevators, hatches, openings, installations, stairways or hallways, or which may arise from any cause whatsoever, unless due to the gross negligent acts or omissions of Landlord or its agents. Tenant fully understands that it is the Tenant's sole responsibility to carry insurance and to look to that insurance as Tenant's property or to the building. Lessor shall not be liable for any failure of water supply, gas or electric current, nor for any injury or damage to any property or any person or to the premises caused by or resulting from gasoline, oil, steam, gas, electricity, or hurricane, tornado, flood, wind or similar storms or disturbances, or water, rain or snow which may leak or flow from the street, sewer, gas mains or subsurface therein, or from any part of the premises, or building, or leakage of gasoline or oil from pipes, appliances, sewer or plumbing works therein, or from any other place, nor for interference with light or other incorporeal hereditaments by any person, or caused by any public or quasi-public work.

16. SIGNS, FIXTURES, ALTERATIONS.

A. All fixtures installed by Tenant shall be new or completely reconditioned. Tenant shall not make or cause to be made any alterations, additions or improvements or install or cause to be installed any trade fixtures, exterior signs, floor covering, interior or exterior lighting, plumbing fixtures, or make any changes to the Leased Premises without first obtaining Landlord's written consent and approval, which consent and approval shall be in the sole and absolute discretion of the Landlord. Tenant shall present to the Landlord plans and specifications for such work at the time approval is sought. Tenant shall only install signs which are approved by Landlord and the City of Boca Raton and said signs shall be in conformance with Landlord's criteria for signage. Tenant shall pay for all costs of signs including installation, maintenance, and costs of obtaining any necessary governmental permits or approvals. Tenant shall not place any signs or other promotional material on or in windows of Leased Premises. Any signs shall comply with the sign plan established by Landlord, and shall be at the sole expense of Tenant.

B. All trade fixtures installed by Tenant shall remain the property of the Tenant and be removable at any time, provided Tenant be not in default at the time, and Tenant shall promptly, at its own expense, repair any damage to the Leased Premises in removing such trade fixture(s).

C. All improvements and alterations shall be done in a workmanlike manner in keeping with all building codes and regulations and in no way harm the structure of the Leased Premises, provided that at the expiration of this Lease or any extension thereof, Tenant, at its expense, restores the within leased premises to its original condition and repairs any damage to the premises resulting from the installation or removal of such partitions, fixtures, or equipment as may be installed by Tenant if requested to do so by Landlord.

D. The Landlord reserves the right, before approving any such changes, additions, or alterations, to require the Tenant to furnish it a good and sufficient bond, conditioned that will save Landlord harmless from the payment of any claim, either by way of damages or liens. All of such changes, additions or alterations shall be made solely at the expense of Tenant; and the Tenant agrees to protect, indemnify and save harmless the Landlord on account of any injury to third persons or property, by reason of any such changes, additions or alterations, and to protect, indemnify and save harmless the Landlord from the payment of any claim of any kind or character on account of bills for labor or material in connection therewith.

All alterations, decorations, additions and improvements made by the Tenant or made by the Landlord on the Tenant's behalf by agreement under this Lease, shall remain the property of the Landlord for the term of this Lease, or any extension or renewal thereof. Such alterations, decorations, additions and improvements shall not be removed from the Leased Premises without prior consent in writing from the Landlord. Upon expiration of this Lease, or any renewal term thereof, the Landlord shall have the option of requiring the Tenant to remove all such alterations, decorations, additions and improvements and restore the Leased Premises. By removing all of Tenant's trade fixtures, leased equipment and any alterations or improvements which Landlord requests to be removed before surrendering the premises as aforesaid. Tenant's obligation to observe or perform this covenant shall survive the expiration or other termination of the term of the Lease. If the Tenant fails to remove such alterations, decorations, additions and improvements and restore the Leased Premises, then such alterations, decorations, additions and improvements shall become the property of the Landlord and in such event, should Landlord so elect, Landlord may restore the Lease Premises to its original condition for which cost, with allowance for ordinary wear and tear, Tenant shall be responsible and shall pay promptly upon demand. Upon expiration of the Lease, provided Tenant is not in default, Tenant may remove from the Leased Premises Tenant's trade fixtures, furniture and equipment. NOTWITHSTANDING ANYTHING TO THE CONTRARY, LANDLORD SHALL GRANT TENANT THE RIGHT TO PLACE A SIGN AT THE EAST SIDE OF THE BUILDING FACING EAST AT TENANTS SOLE EXPENSE, SUBJECT TO APPROVAL BY THE CITY OF BOCA RATON.

17. WASTE, NUISANCE, TRASH.

Tenant shall not commit or suffer to be committed any waste upon the Leased Premises or any nuisance or other act or thing which may disturb the quiet enjoyment of any other tenant in the building in which the Leased Premises may be located or which may disturb the quiet enjoyment of any person within five hundred (500) feet of the boundaries of the property.

Tenant shall keep the Leased Premises and all glass and doors clean. Tenant agrees that the Leased Premises shall be kept free of pests, rodents, and insects. At any time during the term of this Lease, Landlord, at its sole and absolute discretion, may require Tenant to maintain an annual pest control maintenance contract for said Premises. Tenant's failure to provide Landlord with a copy of such maintenance agreement within thirty days of Landlord's request of such, shall be deemed a default under this Lease. Tenant shall not permit trash, garbage or refuse to be accumulated and to keep same in proper containers on the interior until they are properly removed. Tenant shall keep all mechanical apparatus free from vibration and noise which may be transmitted beyond the confines of the Leased Premises and to avoid causing objectionable odors emanating from the Leased Premises.

18. POSTING.

That for the period of three (3) months prior to the expiration of this Lease or any renewal thereof, Landlord shall have the right to show the Leased Premises and all parts thereof to prospective tenants between the hours of 9:00 A.M. and 5:00 P.M. by appointment only on any day except Sunday and any legal holiday on which Tenant shall not conduct business.

19. GOVERNMENT REGULATIONS AND ENVIRONMENTAL CONDITIONS.

A. Tenant shall, at Tenant's sole cost and expense, comply with all of the requirements of all county, municipal, state, federal and other applicable governmental authorities, now in force or which may hereafter be in force, pertaining to the said Leased Premises, and shall faithfully observe in the use of the Leased Premises all municipal and county ordinances and state and federal statutes now in force or which may hereafter be in force.

B. Testing and Remedial Work. Landlord may conduct tests on or about the Leased Premises for the purpose of determining the presence of any Environmental Condition. If such tests indicate the presence of an Environmental Condition on or about the Leased Premises which occurs or is contributed to during the Lease term, Tenant shall, in addition to its other obligations hereunder, reimburse Landlord for the cost of conducting such tests. Without limiting Tenant's liability under Section 22 hereof, in the event of any such Environmental Condition, Tenant shall promptly and at its sole cost and expense, take any and all steps necessary to remedy the same, complying with all provisions of applicable law or at Landlord's election, reimburse Landlord for the cost to Landlord of remedying the same. The reimbursement shall be paid by Tenant to Landlord in advance of Landlord's performing such work based upon Landlord's reasonable estimate of the cost thereof, and upon completion of such work by Landlord, Tenant shall pay to Landlord any shortfall promptly after Landlord bills Tenant therefor, or Landlord shall promptly refund to Tenant any excess deposit, as the case may be.

20. DESTRUCTION OF LEASED PREMISES.

If the Leased Premises or any part thereof shall be damaged by fire or other casualty, this Lease and all of the terms, covenants and conditions hereof shall, subject to the provisions hereinafter set forth, continue in full force and effect. The Tenant shall give prompt notice of such damage or casualty to Landlord, and Landlord shall, subject to the provisions of this paragraph hereafter set forth, upon receiving such notice, proceed, with reasonable diligence and in a manner consistent with the provisions of any underlying leases and mortgages, to repair, or cause to be repaired, such damage, and if the Leased Premises shall be rendered untenantable by reason of such damage, the fixed minimum rent shall be abated for the period from the date of such damage to the date when the damage shall have been repaired as aforesaid; provided, however, that if Landlord shall be unable to collect the insurance proceeds applicable to such damage because of some action or inaction on the part of Tenant, or the employees, licensees, or invitees of Tenant, the cost of repairing such damage shall be paid by Tenant and there shall be no abatement of rent. Tenant acknowledges and agrees that Landlord will not carry insurance of any kind on Tenant's furniture or furnishings or on any trade fixtures, equipment, improvements or appurtenances removable by Tenant under the provisions of this Lease, and that Landlord shall not be obligated to repair any damage thereto or replace the same. Landlord shall not be liable for any inconvenience or annoyance in any way from such damage or the repair thereof.

In the event that the Leased Premises or the building(s) shall be damaged substantially or destroyed by such fire or other casualty during the last year of the term of this lease, or of any renewal term, then Landlord may, at its option, terminate this lease and the term and estate hereby granted by notifying Tenant, in writing, of such termination within thirty (30) days after the date of such damage, in which case this Lease and the term and estate hereby granted shall expire as of the date specified in such notice (which date shall not be less than thirty (30) days after the giving of such notice), as fully and completely as if such date were the date hereinbefore set for the expiration of the term of this Lease, and the rent and all other sums payable by Tenant under this lease shall be apportioned to the date of such termination.

Nothing herein contained shall relieve Tenant from any liability to Landlord or to its insurer in connection with any damage to the Leased Premises or to the property by fire or other casualty if Tenant shall be legally liable in such respect. Anything contained herein to the contrary notwithstanding, it is specifically understood and agreed that Landlord's obligation to repair and rebuild pursuant to the foregoing shall be limited to a basic building. Except as herein provided, there shall be no obligation to repair or rebuild in the case of fire or other casualty. The provisions of this paragraph shall be considered an express agreement governing any case of damage or destruction of the Leased Premises by fire or other casualty.

Notwithstanding anything to the contrary set forth in this Section In the event (i) of a sale, transfer for value by the Landlord herein, or it successors or assigns, of its interest in the Building and/or Property as described herein; or (ii) the Landlord herein, or its successors or assigns, intend to demolish the Building (the Building shall be deemed demolished for the purpose of this paragraph even though all or part of the foundation, or all or part of the steel structure, roof and exterior walls of the building shall remain), or decide to make a substantial alteration to the Building, or to the Premises; or (iii) the Landlord herein or its successors or assigns enters into a lease (a) covering the entire Premises under the Lease or, (b) the entire Building (including or excluding the land thereunder); or (iv) the Landlord or its successors or assigns shall sell or transfer the Building of which the Premises form a part then in any of the aforesaid events, (i) through (iv), the Landlord herein, its successors or assigns shall have the option to cancel this Lease and the term hereof by Notice to the Tenant at least one hundred eighty (180) days prior to the effective date of such cancellation ("Cancellation Date") and this Lease and the term hereof shall end and expire on the Cancellation Date set forth in such notice as if such date were the date originally set forth herein for the end or expiration of this Lease and the term hereunder.

21. EMINENT DOMAIN.

If any and all of the Leased Premises, in its entirety, is acquired by or under the threat of eminent domain for any public of quasi public use or purpose, then this Lease will terminate as of the earlier of the date of possession of said premises by the condemning authority or the date of the transfer of title. If ten percent or more of the Leased Premises shall be acquired by or under the threat of eminent domain, then Landlord or Tenant may terminate this Lease by giving the other party sixty days notice from the date of transfer of title. Under no circumstances shall there be any abatement of rent, if parts of the Leased Premises are acquired by or under the threat of eminent domain. If the Leased Premises or any part thereof is acquired, Landlord reserves unto itself, and Tenant hereby assigns to Landlord, all rights to damages or compensation occurring on account of any such taking or condemnation, including damages to Tenant's business. Tenant shall execute such instruments, including subordinations, as may be required by Landlord or to undertake such other steps as may be requested to join with Landlord in any petition for the recovery of damages and to turn over to Landlord any such damages that may be received in any such proceeding. If Tenant fails to execute such document as requested, as herein stated then, and in such event, Landlord shall be deemed the duly authorized irrevocable agent and attorney-in-fact of Tenant to execute such instruments and undertake such steps as herein stated in and on behalf of Tenant.

22. DEFAULT OF THE TENANT.

(1) If tenant shall default in the payment of any rent or other payments required of Tenant, or any part thereof, and if such default shall continue for three (3) days after the payment shall be due, or (2) if Tenant shall default in the performance or observance of any other agreement or condition on its part to be performed or observed, and if Tenant shall fail to cure said default within ten (10) days after notice of said default from Landlord, or (3) if any person shall levy upon, take, or attempt to take this leasehold interest or any part thereof upon execution, attachment or other process of law, or (4) if Tenant shall make default with respect to any other lease between it and Landlord, or (5) if this Lease or any interest therein shall by operation of law devolve upon or pass to any person or persons other than Tenant, or (6) if Tenant shall fail to move into and take possession of the Leased Premises and open for business within thirty (30) days after Landlord's giving notice to Tenant that the Leased Premises are ready for occupancy by Tenant, or (7) if Tenant shall become bankrupt or insolvent, or file any debtor proceedings, or take or have taken against Tenant in any court, pursuant to any statute, either of the United States or of any state, a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of Tenant's property, or if Tenant makes an assignment for the benefit of creditors, or petitions for or enters into an arrangement, or suffer this Lease to be taken under any writ or execution or attachment, then, in any of said cases (notwithstanding any consent to any former breach of agreement or condition or waiver of the benefit hereof or consent in a former instance) Landlord lawfully may immediately, or at any time thereafter, and without any further notice or demand, terminate this Lease and Tenant will forthwith quit and surrender the Leased Premises, but Tenant shall remain liable as hereinafter provided.

If this Lease shall be terminated, as provided in this Paragraph:

A. Right to Re-Enter. The Landlord may immediately, or at any time thereafter, re-enter and resume possession of the Leased Premises and remove all persons and property therefrom either by summary dispossess proceedings or by a suitable action or proceeding at law or in equity, or by force or otherwise, without being liable for any damages therefor. No re-entry by the Landlord shall be deemed an acceptance of a surrender of this Lease.

B. Right to Re-let. The Landlord may relet the whole or any part of the Leased Premises for a period equal to, or greater or less than, the remainder of the then term of this Lease, at such rental and upon such terms and conditions as the Landlord shall deem reasonable, to any Tenant or Tenants which it may deem suitable and satisfactory and for any use and purpose which it may deem appropriate. In no event shall the Landlord be liable in any respect for failure to collect the rent thereunder. Any sums received by the Landlord on a reletting in excess of the rent reserved in this Lease shall belong to the Landlord.

C. Additional Remedies. If this Lease shall be terminated as provided in this paragraph, or by summary proceedings or otherwise, and whether or not the Leased Premises shall be relet, upon Tenant's default and the termination of this Lease as aforesaid, all Base Rent, all Additional Rent and any other charges and assessments against Tenant due or to become due under this Lease as if the same had not been terminated, shall immediately become due and payable. It is expressly agreed that the forbearance on the part of the Landlord in the institution of any suit or entry of judgment for any part of the rent herein reserved to the Landlord shall in no way serve as a defense against nor prejudice a subsequent action for such rent. In addition to the monies due set forth above Landlord shall also be entitled to recover from the Tenant, and the Tenant shall pay to the Landlord i) an amount equal to all expenses, including reasonable attorney's fees (including appeals) incurred by the Landlord in recovering possession of the Leased Premises, and ii) all reasonable costs and charges for the care of the Leased Premises while vacant, and iii) an amount equal to all expenses incurred by the Landlord in connection with the reletting of the Leased Premises or any part thereof, including broker's commissions, advertising expenses, and the cost of repairing, renovating or remodeling the Leased Premises, which amounts shall be due and payable by the Tenant to the Landlord at such times as the expenses, costs and charges shall have been incurred.

D. The Landlord, at its election, which shall be exercised by the service of a written notice on the Tenant, may collect from the Tenant and Tenant shall pay, in lieu of the sum becoming due after the service of such notice under the provisions of subparagraph 2 or subparagraph C, an amount equal to the difference between the minimum rent, additional rent, and other charges required to be paid by the Tenant under this Lease (from the date of the service of such notice to and including the date of the expiration of the term of this Lease which has been in force immediately prior to any termination affected under this paragraph), and the then fair and reasonable rental value of the Leased Premises for the same period, discounted to the date of the service of such notice at the rate of six percent (6%) per annum. In determining the rental value of the Leased Premises, the rental realized by any reletting shall be deemed prima facie evidence thereof.

E. In the event of a breach or threatened breach by Tenant of any of the covenants or provisions hereof, Landlord shall have the right of injunction and the right to invoke any remedy allowed at law or in equity as if re-entry summary proceedings, and other remedies were not herein provided for. Mention in this Lease of any particular remedy shall not preclude Landlord from any other remedy, in law or in equity. Tenant hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of Tenant being evicted or dispossessed for any cause, or in the event of Landlord obtaining possession of the Leased Premises, by reason of the violation by Tenant of any of the covenants and conditions of this Lease, or otherwise.

23. ATTORNEYS' FEES.

The prevailing party shall be entitled to all costs and expenses, including reasonable attorneys' fees, court costs, and costs of appeals at trial or appellate levels (whether or not litigation is filed) incurred enforcing the covenants, terms and conditions of this Lease, and the non prevailing party shall pay such sums on demand of prevailing party.

24. LANDLORD'S LIEN.

In addition to any statutory lien for rent in Landlord's favor, Landlord shall have and Tenant hereby grants to Landlord a continuing security interest for all rentals and other sums of money becoming due hereunder from Tenant, upon all goods, wares, equipment, fixtures, furniture, inventory, accounts, contract rights, chattel paper and other personal property of Tenant situated on the Leased Premises, and such property shall not be removed therefrom without the consent of Landlord until all arrearages in rent as well as any and all other sums of money then due to Landlord hereunder shall first have been paid and discharged. In the event of a default under this Lease, Landlord shall have, in addition to any other remedies provided herein or by law, all rights and remedies under the Uniform Commercial Code, including without limitation the right to sell the property described in this paragraph at public or private sale upon five (5) days notice to Tenant. Tenant hereby agrees to execute such financing statements and other instruments necessary or desirable in Landlord's discretion to perfect the security interest hereby created. Any statutory lien for rent is not hereby waived, the express contractual lien herein granted being in addition and supplementary thereto.

25. ACCORD AND SATISFACTION.

No payment by Tenant or receipt by Landlord of a lesser amount than the monthly rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy in this Lease provided.

26. ENTIRE AGREEMENT.

This Lease and the Exhibits (and Rider, if any), attached hereto and forming a part hereof, set forth all the covenants, promises, agreements, conditions and understandings between Landlord and Tenant concerning the Leased Premises and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than as set forth herein. Except as herein or otherwise provided, no subsequent alteration, amendment, change or addition to this Lease shall be binding upon Landlord or Tenant unless reduced in writing and signed by them.

27. FORCE MAJEURE.

In the event either party hereto shall be delayed or hindered in or prevented from the performing of any act required hereunder by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, act of God, or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Lease, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. The provisions of this paragraph shall not operate to excuse Tenant from the prompt payment of rent, percentage rent, additional rent or any other payments required herein.

The use and occupation by the Tenant of the Leased Premises shall include the use in common with others entitled thereto of the common areas, employees' parking areas, service roads, sidewalks and customer car parking areas, hallways, stairwells, elevators, and other facilities as may be designated from time to time by the Landlord, subject, however, to the terms by any terms of this Lease.

28. NOTICES.

Every notice, approval, consent request or other communication authorized, required, given or permitted by this Lease, shall not be effective unless in writing and sent by hand or mail, addressed to the party to whom directed at the address first heretofore stated or at such other address such party may designate by notice so given and shall be deemed given on the date mailed or delivered by hand.

29. INTERPRETATION.

The laws of the State of Florida shall govern the validity, performance and enforcement of this Lease. It is agreed that if any provision of this Lease shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision of this Lease, all of which other provisions shall remain in full force and effect, and it is the intention of the parties hereto that if any provision of this Lease is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

30. NO REPRESENTATIONS BY LANDLORD

It is understood and agreed by the parties hereto that this Lease contains all of the covenants, agreements, terms, provisions and conditions relating to the leasing of the Leased Premises, and that the Landlord has not made and is not making, and the Tenant, in executing and delivering this Lease, is not relying upon any warranties, representations, promises, or statements, except to the extent that the same may expressly be set forth in this Lease. Any monies owed to Landlord pursuant to any prior or subsequent lease or loan, if any, for this or any other property or purpose between the parties shall remain due and owing, and the same are hereby designated as "additional rent" hereunder.

31. NO WAIVER.

The failure of the Landlord to insist in any one or more instances upon the strict performance of any one of the covenants, agreements, terms, provisions or conditions of this Lease or to exercise any election herein contained shall not be construed as a waiver or relinquishment for the future of such covenant, agreement, term, provision, condition or election, but the same shall continue and remain in full force and effect. No waiver by the Landlord of any covenant, agreement, term, provision or condition of this Lease shall be deemed to have been made unless expressed in writing and signed by the Landlord. No surrender of the Leased Premises or of any remainder of the term of this Lease shall be valid unless accepted by the Landlord in writing. The receipt and retention by the Landlord of rent or additional rent from anyone other than the Tenant shall not be deemed a waiver of the breach by the Tenant of any covenant, agreement, term, provision or condition herein contained. The receipt and retention by the Landlord of rent or additional rent with knowledge of the breach of any covenant, agreement, term, provision or condition herein contained shall not be deemed a waiver of such breach. The taking of possession of the Leased Premises by the Tenant shall be conclusive evidence as against Tenant that Tenant accepts same "AS IS" and that said Leased Premises were in good and satisfactory condition at the time such possession was so taken and that Landlord has complied in all respects with any requirements set forth in this Lease. If the term "Tenant," as used herein, refers to more than one person, the Landlord may treat any breach of this Lease by one of such persons as a breach by all.

32. INTENTIONALLY OMITTED.

33. RELATIONSHIP OF THE PARTIES.

Nothing contained herein in this Lease shall be construed by the parties hereto or by any third party as constituting the parties as principal and agent, partners, or joint venturers, nor shall anything herein render either party (other than a guarantor) liable for the debts and obligations of any other party, it being understood and agreed that the only relationship between Landlord and Tenant is that of Landlord and Tenant.

34. SURRENDER OF LEASED PREMISES.

Tenant covenants and agrees that it will, at the termination of this Lease, in whatever manner such termination may be brought about, promptly surrender and deliver such Leased Premises to Landlord in good condition, ordinary wear and tear expected.

35. HOLDING OVER.

Tenant agrees to provide Landlord prior written notice of its intent to renew its Lease or to vacate the premises, which notice must be delivered by certified mail so as to be received by Landlord no later than the date that is three months prior to the termination date of this Lease. If Tenant vacates the premises without providing proper written notice, Tenant forfeits all security deposits and last month's rent in addition to any other claims Landlord has against Tenant. If the Tenant shall occupy said Leased Premises, with the consent of the Landlord, after the expiration of this Lease, and rent is accepted from said Tenant, such occupancy and payment shall be construed as an extension of this Lease for the term of one (l) month only from the date of such expiration. In such event, if Tenant desires to terminate said occupancy at the end of any month, the Tenant shall give Landlord at least thirty (30) days written notice. In the event the Tenant fails to give such notice, Tenant shall be obligated to pay rent for an additional calendar month following the month in which Tenant has vacated the Leased Premises.

If such occupancy continues without the consent of the Landlord, Tenant shall pay the Landlord, double the amount of rent specified in this Lease for the time Tenant retains possession of the Leased Premises or any part thereof after termination of the term by lapse of time or otherwise.

36. CONFIDENTIALITY AGREEMENT

Tenant and Guarantor acknowledge and agree that, except as provided in the following sentence, the terms, conditions, provisions, covenants and agreements of this Lease are to remain confidential for Landlord's benefit, and may not be disclosed by Tenant or Guarantor to anyone, by any manner or means, directly or indirectly, without Landlord's prior written consent. Notwithstanding the preceding sentence to the contrary, Tenant and/or Guarantor shall have the right to disclose the terms, conditions, provisions, covenants and agreements of this Lease to their respective attorneys, accountants, lenders and any potential assignee of this Lease or subtenant of the Premises. Any violation of this covenant by Tenant or Guarantor shall be deemed a Default under this Lease and subject to remedies as set forth hereunder.

37. QUIET ENJOYMENT.

Upon payment of the Tenant of the rents herein provided, and upon the observance and performance of all the covenants, terms and conditions on Tenant's part to be observed and performed, Tenant shall peaceably and quietly hold and enjoy the Leased Premises for the term hereby demised without hindrance or interruption by Landlord or any other person or persons lawfully or equitably claiming by through or under the Landlord, subject nevertheless, to the terms and conditions of this lease.

38. MECHANIC'S LIEN

In the event that a mechanics' or construction claim of lien is filed against the property or the Leased Premises in connection with any work performed by or on behalf of the Tenant, the Tenant shall satisfy such claim, or shall transfer same to security, within ten (10) days from the date of filing. In the event that the Tenant fails to satisfy or transfer such claim within said ten (10) day period, the Landlord may do so and thereafter charge the Tenant, as additional rent, all costs incurred by the Landlord in connection with satisfaction or transfer of such claim, including attorneys' fees. Further, the Tenant agrees to indemnify, defend and save the Landlord harmless from and against any damage or loss incurred by the Landlord as a result of any such mechanics' or construction claim of lien.

39. IMPROVEMENTS TO REMAIN WITH LANDLORD.

Tenant agrees that any interior walls, carpeting or partitions installed by the Tenant shall remain with the Leased Premises upon the expiration of this Lease. However, at Landlord's sole option, Tenant shall remove same within thirty (30) days of expiration or other termination hereof.

40. EXCULPATION; LIABILITY OF LANDLORD.

Anything contained in this Lease, or at law or in equity to the contrary notwithstanding, Tenant expressly acknowledges and agrees that there shall at no time be or be construed as being any personal liability by or on the part of Landlord under or in respect of this Lease or in any way related hereto or the Leased Premises; it being further acknowledged and agreed that Tenant is accepting this Lease and the estate created hereby upon and subject to the understanding that it shall not enforce or seek to enforce any claim or judgment or any other matter, for money or otherwise, personally or directly against any officer, director, stockholder, partner, principal (disclosed or undisclosed), representative or agent of Landlord, but will look solely to the Landlord's interest in the real property described in Exhibit "A" for the satisfaction of any and all claims, remedies or judgments (or other judicial process) in favor of Tenant requiring the payment of money by Landlord in the event of any breach by Landlord of any of the terms, covenants or agreements to be performed by Landlord under this Lease or otherwise, subject, however, to the prior rights of any ground or underlying lessors or the holders of the mortgages covering the real property, and no other assets of Landlord shall be subject to levy, execution or other judicial process for the satisfaction of Tenant's claims; such exculpation of personal liability as herein set forth to be absolute, unconditional and without exception of any kind.

41. WAIVER.

LANDLORD AND TENANT HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM INVOLVING ANY MATTER WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH (i) THIS LEASE, (ii) THE LEASED PREMISES, (iii) TENANT'S USE OR OCCUPANCY OF THE LEASED PREMISES, OR, (iv) THE RIGHT TO ANY STATUTORY RELIEF OR REMEDY. TENANT FURTHER WAIVES THE RIGHT TO INTERPOSE ANY PERMISSIVE COUNTERCLAIM OF ANY NATURE IN ANY ACTION OR PROCEEDING COMMENCED BY LANDLORD TO OBTAIN POSSESSION OF THE LEASED PREMISES. THE WAIVERS SET FORTH IN THIS SECTION ARE MADE KNOWINGLY, INTENTIONALLY, AND VOLUNTARILY BY TENANT. TENANT FURTHER ACKNOWLEDGES THAT IT HAS BEEN REPRESENTED IN THE MAKING OF THIS WAIVER BY INDEPENDENT COUNSEL, SELECTED OF ITS OWN FREE WILL, AND THAT IT HAS HAD THE OPPORTUNITY TO DISCUSS THESE WAIVERS WITH COUNSEL. THIS PROVISION IS A MATERIAL INDUCEMENT TO LANDLORD IN AGREEING TO ENTER INTO THIS LEASE.

42. RADON GAS.

This clause does not represent a part of the agreement between Landlord and Tenant, but is included in this Lease for the sole purpose of complying with Section 404.056 of the Florida Statutes which requires that any rental agreement for any building contain the following notification:

"RADON GAS" - Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of Radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding Radon and Radon testing may be obtained from your County Public Health Unit.

43. CREDIT CHECK.

Landlord shall have the right to perform credit or other background checks on, and to request current or additional financial information from Tenant at any time and from time to time during the Term. If Landlord requests any financial information from Tenant, then Tenant shall provide the same to Landlord within five days after such request. All such financial information (including, without limitation, current financial statements) shall be in a form acceptable to Landlord and certified by Tenant as true and correct when delivered to Landlord. Landlord shall use reasonable efforts to maintain all financial information provided to it by Tenant in a confidential manner.

*Upon the Commencement Date of this Lease, Tenant's previous Lease dated August 15th, 2011, shall be terminated. Tenant acknowledges owing a back balance (the "Back Balance") in the amount of thirty-eight thousand six hundred eighty-two dollars and eighty cents ($38,682.80). Provided Tenant pays rent by the 10th day of each month during the Initial Term of the Lease, and is otherwise not in default, Landlord agrees to waive the Back Balance on account as of the date of this Lease, in its entirety. Notwithstanding the foregoing, Tenant shall be entitled to receive one notice of default, or similar communication during the Initial Term without forfeiture of the release of the Back Balance set forth in the preceding sentence provided that such default is cured within the cure period prescribed in such notice.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed as of the day and year first written above.

WITNESSES:

/s/ Claudia Lupetin
Signature of Witness
Printed Name: Claudia Lupetin

TENANT:

PIZZA FUSION HOLDINGS INC.

/s/ Randy Romano
Signature of Tenant
By:
Its: President

Signature of Witness
Printed Name:

/s/ Katie Dobrinska
Signature of Witness
Printed Name: Katie Dobrinska

LANDLORD:

INVESTMENTS LIMITED

/s/ Dave R. Tisdale
Signature by Landlord
By: Dave R. Tisdale
Its:

/s/
Signature of Witness
Printed Name:

EXHIBIT "A"

BUILDING RULES AND REGULATIONS

1. The sidewalks, entrances, passages, courts, or vestibules shall not be obstructed or encumbered, nor shall they be used for any purpose other than ingress and egress to and from the Leased Premises or property.

2. No awnings or other projections shall be attached to the outside walls of the center. No curtains, blinds, shades, interior window treatments or screens shall be attached to or hung in, or used in connection with, any window or door of the Leased Premises, without the prior written consent of the Landlord. Such awnings, projections, curtains, blinds, shades, interior window treatments screens or other fixtures must be of a quality, type, design and color, and attached in the manner approved by the Landlord.

3. No sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted or affixed on any part of the outside or inside if visible from outside of the Leased Premises or the center without the Landlord's prior written consent and in accordance with Landlord's Sign Plan. In the event of the violation of the foregoing, Landlord may remove same without any liability, and may charge the expense incurred by such removal to the Tenant or Tenants violating this rule. Interior signs on doors and directory tablet shall be inscribed, painted or affixed for each Tenant by the Landlord at the Tenant's expense and shall be of a size, color and uniform style acceptable to the Landlord. The windows and doors that reflect or admit light into the Leased Premises shall not be covered or obstructed by any Tenant.

4. Landlord reserves the right to amend the hours of permissible access to the building or center upon written notice to Tenant. During hours which the building is not available for access to the Tenant as set forth above, Landlord shall have no obligation to provide building services whatsoever, including but not limited to electrical and HVAC services.

5. The toilets and urinals and other plumbing fixtures in the Leased Premises shall not be used for any purpose other than those for which they were constructed, and no sweepings, rubbish, rags, or other substances shall be thrown into them. All damages resulting from any misuse of the fixtures shall be borne by the Tenant who, or whose servants, employees, agents, visitors or licensees, shall have caused the same. Waste and excessive or unusual use of water shall not be allowed.

6. No Tenant shall mark, paint, drill into, or in any way deface any part of the Leased Premises demised to him or it, or the center of which they form a part. No boring, cutting or stringing of wires shall be permitted, except with the prior written consent of the Landlord, and as the Landlord may direct. The expense of any breakage, stoppage or damage resulting from a violation of this Rule shall be borne by the Tenant who has caused such breakage, stoppage or damage.

7. No animals of any kind shall be brought into or kept in or about the Leased Premises or the property without the prior written consent of Landlord which may be withheld for any reason.

8. No Tenant shall make, or permit to be made, any unusual or disturbing noises, or disturb or interfere with occupants of this or neighboring buildings or premises or those having business with them.

9. No Tenant, nor any of the Tenant's servants, employees, agents, visitors or licensees, shall at any time bring or keep fluid, chemical or substance, or any matter forbidden or regulated by any insurance company at risk with respect to all or any part of the property or building.

10. No additional locks or bolts of any kind shall be placed upon any of the doors or windows, nor shall any changes be made in existing locks or the mechanism thereof, without the express written consent of Landlord. Each Tenant must, upon the termination of his Lease, return to the Landlord all keys and access cards, either furnished by Landlord to, or otherwise procured by such Tenant, and in the event of the loss of any keys so furnished, the Tenant shall pay to the Landlord the cost thereof. Neither Tenants, nor their agents or employees shall have any duplicate keys made.

11. All furniture, building supplies and materials, safes and other heavy property, equipment, machinery and other freight must be moved into and within the building under the Landlord's supervision and according to such regulations as supplied by Landlord but Landlord will not be responsible for loss of or damage to such freight or other items from any cause.

12. Landlord shall have the right to prohibit any advertising by any Tenant which, in Landlord's opinion, tends to impair the reputation of the property or its desirability as a community office complex, and upon written notice from Landlord, Tenant shall refrain from or discontinue such advertising.

13. The Leased Premises shall not be used for lodging or sleeping or for immoral or illegal purposes.

14. The requirements of Tenant will be attended to only upon written request to the Landlord. Management employees and contractors shall not perform any work or do anything outside of their regular duties, unless under special instructions from the Landlord.

15. Canvassing, soliciting and peddling within the property or surrounding area is prohibited and each Tenant shall cooperate to prevent the same.

16. No part of the property shall be used by any Tenant, or any agent or employee of a Tenant, for any advertising, political campaigning or other similar use, including, without limitation, the dissemination of advertising or campaign leaflets or flyers.

17. The Landlord may waive or modify any one or more of these rules for the benefit of any particular Tenant of the center, but no such waiver by the Landlord of any such rule or rules shall be construed as a waiver or modification of such rule in favor of any other Tenant or Tenants of the center, nor prevent the Landlord from thereafter enforcing any such rule against any or all of the Tenants of the center.

18. Landlord reserves the right to make such other and further rules and regulations as in its judgment may from time to time be necessary for the safety and cleanliness of, and for the preservation of good order in the center.

19. Reference to Landlord herein shall at Landlord's discretion refer to the then Property Manager, if any.

20. No materials may be stored or temporarily placed outside the Leased Premises.

Tenant shall have no access to the roof of the Center.

21. Business machines and mechanical equipment used by any Tenant of the Center which cause vibration or noise that may be transmitted to any other portion of the Center, to such a degree to be reasonably objectionable to Landlord or any other Tenant, shall be placed and maintained by such Tenant at its expense in a setting of cork, rubber, or spring-type vibration isolators sufficient to eliminate such vibrations or noise.

22. Dumpster rules & regulations. The dumpster door must remain closed and locked at all times. Trash must be placed only in the dumpster and nowhere else. No trash bags or other trash is to be thrown over the enclosure wall at any time. All boxes must be broken down and placed in dumpster. All packing materials (styrofoam peanuts) must be securely bagged. No furniture, loose files, building materials or bulky items are to be placed in or around dumpster receptacles.

SUBSIDIARIES

Entity	Jurisdiction of Organization
Shaker & Pie, Inc.	Florida