

## ASSIGNMENT OF FRANCHISE AGREEMENT

**THIS ASSIGNMENT OF FRANCHISE AGREEMENT** ("Assignment") is made and entered into as of 14<sup>th</sup> day of December, 2010, by and between NSTAAFL, Inc., an Illinois Corporation ("Assignor") and Seven Sons, Inc., an Illinois Corporation, ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Transfer Agreement dated of even date herewith (the "Transfer Agreement"), pursuant to which Assignor has agreed to assign all rights, title, obligations and interest to that certain Pizza World Gourmet Pizza Franchise Agreement (the "Franchise Agreement), relating to the #0011-0105-II, 1099C Beltline Rd. Collinsville Illinois Pizza World Restaurant, between Assignor and PIZZA WORLD USA FRANCHISE CORP. ("Franchisor") to Assignee as set forth herein; and

WHEREAS, Assignee desires to accept such assignment of rights, title and interest and to assume all obligations under the Franchise Agreement.

NOW THEREFORE, for and in consideration of the premises and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and adequacy and legal sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. Effective as of the date hereof, Assignor hereby assigns, sells, transfers and sets over (collectively the "Assignment") to Assignee all of Assignor's right, title, benefit, privileges and interest in and to the Franchise Agreement. Assignee hereby accepts the Assignment and assumes all obligations relating thereto.
2. Assignee agrees to execute such documents as Franchisor may reasonably require to evidence that Assignee has assumed the obligations of Assignor under the Franchise Agreement including, but not limited to, Franchisor's current form of the Franchise Agreement. Assignee acknowledges that Franchisor's current form of the Franchise Agreement may be substantially different than the Franchise Agreement by and between Franchisor and Assignor.
3. Assignee agrees to pay to Franchisor the sum of \$3,000.00 as a transfer fee pursuant to the terms of the Franchise Agreement.
4. Each of the parties hereto covenants and agrees, at its own expense, to execute and deliver, at the request of the other party hereto, such further instruments of transfer and assignment and to take such other action as such other party may reasonably request to more effectively consummate the assignments and assumptions contemplated by this Assignment.
5. Assignor covenants that it has paid all of its outstanding franchise fees, royalties and other obligations to Franchisor pursuant to the Franchise Agreement and neither Franchisor nor Assignee is or shall be obligated to account for, return to or reimburse Assignor for any said sums. Assignor further acknowledges that upon consent hereto by Franchisor, Assignor's rights under the Franchise Agreement are terminated. Assignor further acknowledges that the transfer hereby made to Assignee does not involve any assumption of any specific or general liabilities of

Assignor by Assignee. Assignor shall indemnify and save Assignee and Franchisor harmless from any action, suit, damage, loss, claim or charge whatsoever, including reasonable attorney's fees, incurred by Assignee or Franchisor should any creditor of Assignor seek to impose any such liability upon Assignee or Franchisor. The parties acknowledge that Assignee is not a parent, subsidiary, partner, co-venture or successor to or of Assignor.

6. Assignor acknowledges that Assignor and its owners continue after the effectiveness hereof to be bound by any non-competition and confidentiality provisions in the Franchise Agreement and all other applicable documentation previously executed. Assignor and its owners hereby release Assignee, Franchisor and Franchisor's affiliates and subsidiaries, and their respective shareholders, officers, directors and employees, in both their individual and corporate capacities, of and from any and all claims whatsoever which they might now have, or which they may hereafter have based upon previous acts or omissions.

7. Neither party may assign any of its rights or delegate any of its obligations under this Assignment without the prior written consent of the other party and the Franchisor. This Assignment shall be binding upon and inure to the benefit of the successors and assigns of the parties. Nothing expressed or referred to in this Assignment will be construed to give any person other than the parties to this Assignment any legal or equitable right, remedy or claim under or with respect to this Assignment or any provision hereof.

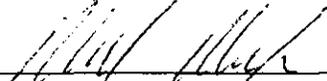
8. If any provision of this Assignment is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Assignment will remain in full force and effect. Any provision hereof held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

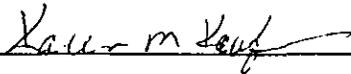
9. This Assignment shall be governed by the laws of the State of Missouri without regard to conflicts of law principles that would require the application of any other law.

10. This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Assignment and all of which, when taken together, will be deemed to constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first written above.

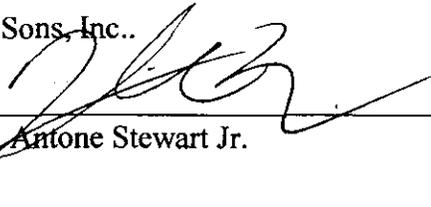
NSTAAFL, Inc.

By:   
Michael Kaufman

By:   
Karen Kaufman

**ASSIGNOR**

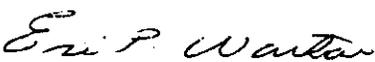
Seven Sons, Inc..

By:   
Antone Stewart Jr.

**ASSIGNEE**

THE UNDERSIGNED HEREBY CONSENTS  
TO THE ASSIGNMENT IN CONSIDERATION  
OF THE BENEFITS CONFERRED UPON THE  
UNDERSIGNED IN THE ABOVE INSTRUMENT:

PIZZA WORLD USA FRANCHISE CORP.

By:   
Eric P. Wortham, President

## TRANSFER AGREEMENT

THIS TRANSFER AGREEMENT ("Agreement") is made and entered into effective as of DECEMBER 13, 2011 by and between NSTAAFL, INC., an Illinois corporation ("Transferor"), and SEVEN SONS, INC. an Illinois corporation ("Transferee.")

KNOW ALL MEN BY THESE PRESENTS, that NSTAAFL, for and in consideration of the Transfer and other good and valuable consideration ("TRANSFER"), the agreement of which shall be made in the manner set forth below, does hereby transfer, assign, convey and deliver to SEVEN SONS, INC. all of Transferor's operation assets including but not limited to machinery, furniture, fixtures and equipment not to include inventory, located at the Collinsville, Illinois Pizza World Restaurant (collectively, the "Assets").

TO HAVE AND TO HOLD all of the Assets effective as of the date hereof, transferred, assigned, conveyed and delivered unto SEVEN SONS INC., SEVEN SONS, INC. successors and assigns, to Transferee and Transferees own use and behalf forever. Notwithstanding anything herein to the contrary, NSTAAFL, INC. hereby transfers the Assets to SEVEN SONS, INC. "AS IS" and "WHERE IS" without warranty, including warranties of merchantability and fitness for a particular purpose.

1. Representations and Warranties of Transferee. Transferee represents and warrants

To Transferor as follows:

- (a) Seven Sons, Inc. is a company duly organized, validly existing and in good standing under the laws of the State of Illinois, and has all necessary corporate power and authority to execute this Agreement and consummate the transactions contemplated herein. Seven Sons, Inc. is duly qualified or otherwise authorized to transact business and is in good standing in each jurisdiction in which Transferee transacts business.

- (b) The execution and delivery of this Agreement by Transferee and the performance by Transferee of all obligations to be performed by Transferee hereunder have been duly authorized by all necessary and appropriate action, This Agreement constitutes a valid and legally binding obligation of Transferee in accordance with the provisions hereof.

2. Lease. In accordance with the provisions of a separate Sublease Agreement to be executed by the Transferor, Transferee and Lessor, Transferee hereby agrees that it shall be Transferee, sole responsibility to assume the current lease now in place between FIELDS INVESTMENT and NSTAAFL, LLC with first payment of \$2243.52

due December 24<sup>th</sup>, 2010 and last payment on December 24<sup>th</sup>, 2011 as long as the Lease is current and in good standing. It is understood that Seven Sons Inc. will pay rent to NSTAAFL, Inc. and NSTAAFL, Inc. will pay land lord. It will be Seven Sons, Inc. sole responsibility to enter into a satisfactory lease with Fields Investments 22736 Van Owen St. Suit 100B West Hills, Ca. 91307 with respect to the leased real estate located at 1099 C Belt line Rd, Collinsville, IL 62234 after the current lease has expired.

3. SEVEN SONS, INC. hereby agrees to remit check for Inventory located at Pizza World 1099 C Beltline Rd for Inventory count at the close of business December 12th before purchaser takes over on December 13th for all remaining Inventory.
4. Franchise. Contemporaneously herewith SEVEN SONS, Inc. and NSTAAFL, Inc. have entered into a Franchise Assignment whereby NSTAAFL, Inc. transfers and assigns all of its right, title and interest in the Pizza World Gourmet Pizza Franchise Agreement to SEVEN SONS, Inc. ("Franchise") Pursuant to such Franchise Agreement.
5. Indemnification By Transferor. NSTAAFL, Inc. agrees only to defend, indemnify, protect and hold harmless SEVEN SONS, Inc. from and against any and all damages, liability, cost, losses and expense (including, without limitation, reasonable attorney's fees) incurred by SEVEN SONS, Inc. which arise out of or in connection with any failure by Transferor to perform any of its covenants or obligations contained herein. Transferor also hereby agrees to hold harmless SEVEN SONS, INC. and indemnify SEVEN SONS, INC. for any local, state or federal tax accrued or due any debt, liability or obligations, including vendor cost or payables, rent to date or any other contractual or other legal obligations to the extent, and only to such extent, such obligations or tax is attributable to the operation of the business, or the acts of Transferor or Transferor's predecessor at the business, prior to and up to the time of closing.
6. Indemnification by Transferee. SEVEN SONS, INC. hereby agrees to defend, indemnify, protect and hold harmless Transferor from and against any and all damages, liability, cost, losses and expenses (including, without limitation, reasonable attorney's fees) incurred by Transferor which arise out of or in connection with: (i) any breach by Transferee of a representation, warranty or covenant contained in this Agreement; or (ii) any failure by SEVEN SONS, INC. to perform any of its covenants or obligations contained herein; or (iii) any debt, liability or obligation arising with respect to Transferee business or the Assets or the operation of the Collinsville, Illinois Pizza World Restaurant; or (iv) any lease of the Location; or (v) the Franchise, which Transferee has assumed.

7. SEVEN SONS, INC. hereby agrees to accept the Revention POS system transfer fees and one year support contract fee. SEVEN SONS, INC. will refund NSTAAFL, INC. for these fees if they have been paid with receipt of the fees from Revention that all have been paid.
8. SEVEN SONS, INC. hereby agrees that if a default in business or a default in the lease until January 2012 that all assets of the business including equipment and computers will be defaulted back to NSTAAFL, INC.
9. NSTAAFL, Inc. agrees to add Seven Sons, Inc. to all utilities bills and Seven Sons, Inc. will then at that time pay their pro rata share of each utility bill from the date of transfer.
- 10 Seven Sons, Inc. agrees to pay for the December Red Plum.
- 11 NSTAAFL, Inc. agrees to refund Seven Sons, Inc. all credit card sales from December 14, 2010 to the time that credit cards are going into Seven Sons, Inc. bank account. These sales were sales from Seven Sons, Inc. doing into NSTAAFL bank account because credit card machine was not yet transferred to Seven Sons, Inc.

10. Miscellaneous.

- a. This Agreement is binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and permitted assigns.
- b. This Agreement, including the schedules and exhibits hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof, and except as provided herein, there are no other agreements, promises, terms, undertakings or understandings, oral or written concerning the transactions contemplated herein. No subsequent amendment, deletion or addition of this Agreement shall be binding upon the parties hereto unless in writing and signed by the parties hereto.
- c. If any provision hereof is for any reason unenforceable and inapplicable, the other provisions hereof shall remain in full force and effect in the same manner as if such unenforceable or inapplicable provisions has never been contained herein.
- (d) This Agreement shall be construed under and in accordance with the laws of the State of Illinois.
- d. In connection with any legal action or any litigation arising out of

this Agreement, the prevailing party shall be entitled to recover all costs incurred, including reasonable attorney's fees.

e. The representations, warranties and covenants contained in this Agreement shall survive the date hereof.

f. The article, section and paragraph headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

g. The parties hereto each agree to execute and deliver such other documents, certificates, agreements, and other writings and to take such other actions as may be necessary or desirable in order to consummate or implement expeditiously the transactions contemplated by this Agreement.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the day first above written.

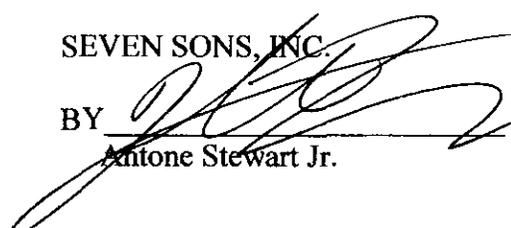
TRANSFeree

TRANSFEROR

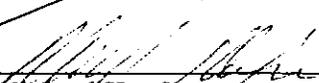
SEVEN SONS, INC.

NSTAAFL, INC.

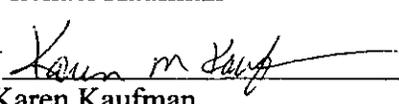
BY

  
Antone Stewart Jr.

BY

  
Michael Kaufman

BY

  
Karen Kaufman

## ASSIGNMENT OF FRANCHISE AGREEMENT

**THIS ASSIGNMENT OF FRANCHISE AGREEMENT** ("Assignment") is made and entered into as of 31<sup>st</sup> day of January, 2010, by and between Wortham Development, Inc., a Missouri corporation ("Assignor") and NSTAAFL, LLC, an Illinois limited liability company (Assignee").

Assignor has agreed to assign all rights, title, obligations and interest to that certain Pizza World Franchise Agreement (the "Franchise Agreement"), relating to the store #0011-0105-IL, 1099C Beltline Road, Collinsville Illinois, Pizza World Restaurant, between Assignor and PIZZA WORLD USA FRANCHISE CORP. ("Franchisor") to Assignee as set forth herein; and

WHEREAS, Assignee desires to accept such assignment of rights, title and interest and to assume all obligations under the Franchise Agreement.

NOW THEREFORE, for and in consideration of the premises and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and adequacy and legal sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. Effective as of the date hereof, Assignor hereby assigns, sells, transfers and sets over (collectively the "Assignment") to Assignee all of Assignor's right, title, benefit, privileges and interest in and to the Franchise Agreement. Assignee hereby accepts the Assignment and assumes all obligations relating thereto. Assignor hereby represents, warrants, and agrees that: (i) Assignor is a corporation duly organized and validly existing and in good standing under the laws of the State of Missouri, and has all requisite power and authority to conduct the business and to enter into this Assignment and consummate the transactions contemplated by this Assignment; (ii) Assignor is and will be, at the date of closing, the lawful owner of and have good and marketable title to the Franchise Agreement; (iii) the Franchise Agreement has not been pledged and will be free and clear of any and all liens and encumbrances; (iv) this Agreement is enforceable in accordance with its terms; and (v) Assignor shall, prior to or at the time of this Assignment, provide to Assignee a consent and approval from Franchisor, which consent and approval shall contain a certificate of compliance by the franchised business related to this Assignment, regarding all aspects of the Franchise Agreement and all other contractual obligations between Assignor and Franchisor, stating that Assignor (including Buyer as Assignee upon the closing) shall not then be in default under any provisions of the Franchise Agreement, or otherwise. The consent and approval shall also expressly provide approval and acceptance of Assignee as a franchisee of Pizza World USA Franchise Corporation upon receipt of the applicable transfer fee

2. Assignee agrees to execute such documents as Franchisor may reasonably require to evidence that Assignee has assumed the obligations of Assignor under the Franchise Agreement including, but not limited to, Franchisor's current form of the Franchise Agreement. Assignee acknowledges that Franchisor's current form of the Franchise Agreement may be substantially different than the Franchise Agreement by and between Franchisor and Assignor.

3. Assignee agrees to pay to Franchisor the sum of \$3000.00 as a transfer fee pursuant to the terms of the Franchise Agreement.

4. Each of the parties hereto covenants and agrees, at its own expense, to execute and deliver, at the request of the other party hereto, such further instruments of transfer and assignment and to take such other action as such other party may reasonably request to more effectively consummate the assignments and assumptions contemplated by this Assignment.

5. Assignor covenants that it has paid all of its outstanding franchise fees, royalties and other obligations to Franchisor pursuant to the Franchise Agreement and neither Franchisor nor Assignee is or shall be obligated to account for, return to or reimburse Assignor for any said sums. Assignor further acknowledges that upon consent hereto by Franchisor, Assignor's rights under the Franchise Agreement are terminated. Assignor further acknowledges that the transfer hereby made to Assignee

does not involve any assumption of any specific or general liabilities of Assignor by Assignee. Assignor shall indemnify and save Assignee and Franchisor harmless from any action, suit, damage, loss, claim or charge whatsoever, including reasonable attorney's fees, incurred by Assignee or Franchisor should any creditor of Assignor seek to impose any such liability upon Assignee or Franchisor, or seek to foreclose, replevin or otherwise enforce any claims against the assets of the business of Assignor being transferred to Assignee in connection with this Assignment. The parties acknowledge that Assignee is not a parent, subsidiary, partner, co-venturer or successor to or of Assignor.

6. Assignor acknowledges that Assignor and its owners continue after the effectiveness hereof to be bound by any non-competition and confidentiality provisions in the Franchise Agreement and all other applicable documentation previously executed. Assignor and its owners hereby release Assignee, Franchisor and Franchisor's affiliates and subsidiaries, and their respective shareholders, officers, directors and employees, in both their individual and corporate capacities, of and from any and all claims whatsoever which they might now have, or which they may hereafter have based upon previous acts or omissions.

7. Neither party may assign any of its rights or delegate any of its obligations under this Assignment without the prior written consent of the other party and the Franchisor. This Assignment shall be binding upon and inure to the benefit of the successors and assigns of the parties. Nothing expressed or referred to in this Assignment will be construed to give any person other than the parties to this Assignment any legal or equitable right, remedy or claim under or with respect to this Assignment or any provision hereof.

8. If any provision of this Assignment is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Assignment will remain in full force and effect. Any provision hereof held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

9. This Assignment shall be governed by the laws of the State of Illinois without regard to conflicts of law principles that would require the application of any other law.

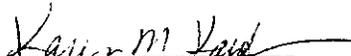
10. This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Assignment and all of which, when taken together, will be deemed to constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first written above.

**ASSIGNEE:**

NSTAAFL, LLC, an Illinois limited liability company

By:   
Michael Kaufman, Manager and a Member

By:   
Karen Kaufman, a Member

**ASSIGNOR:**

Wortham Development, Inc.

By:   
Eric Wortham, President

THE UNDERSIGNED HEREBY CONSENTS TO THE ABOVE ASSIGNMENT IN CONSIDERATION OF THE BENEFITS CONFERRED UPON THE UNDERSIGNED IN THE

ABOVE INSTRUMENT. Further, Pizza World USA Franchise Corporation, as franchisor to the business that is the subject of this Assignment (store #0011-0105-IL, 1099C Beltline Road, Collinsville Illinois, Pizza World Restaurant), hereby (i) acknowledges that Assignor and the store are in full compliance under its Franchise Agreement and any other agreements between franchisor and franchisee, (ii) approves all aspects of the Franchise Agreement and any other contractual obligations between franchisee and franchisor, which agreements Assignee has been provided copies of and has acknowledged receipt of) confirming that franchisee (including Assignee upon the closing) is not in default under any provision of the Franchise Agreement, or otherwise. Franchisor shall not attempt to hold Assignee liable for any obligations incurred by franchisee, any tenant at the store, or otherwise, prior to the closing. Assignee is expressly approved and accepted as a franchisee of Pizza World USA Franchise Corporation, subject only to and upon receipt of the transfer fee described in this Assignment.

Dated as of January 31, 2010.

PIZZA WORLD USA FRANCHISE CORP.

By: *Eric P. Wortham*  
Eric P. Wortham, President

## **BILL OF SALE AGREEMENT**

THIS BILL OF SALE AGREEMENT ("Agreement") is made and entered into effective as of January 31, 2010 by and between WORTHAM DEVELOPMENT, INC., a Missouri corporation ("Seller"), and NSTAAFL, LLC, an Illinois limited liability company ("Buyer.")

KNOW ALL MEN BY THESE PRESENTS, that Seller, for and in consideration of the sum of Twenty Five Thousand Dollars (\$25,000.00) and other good and valuable consideration ("Purchase Price"), the payment of which shall be made in the manner set forth below, does hereby sell, transfer, assign, convey and deliver to Buyer all of Seller's operation assets including but not limited to machinery, furniture, fixtures and equipment not to include inventory, located at the Collinsville, Illinois Pizza World Restaurant (collectively, the "Assets"). Also included in the "Assets" shall be all books, records and other information, including, without limitation, personnel files, customer lists, customer records, sales, marketing and promotional materials, catalogues and advertising literature; all of Seller's rights and interests in computer software documentation and licenses, leases and maintenance agreements of software; all of Seller's rights and interest in its telephone numbers as and to the extent permitted by the applicable telephone company, franchisor restrictions, and applicable laws and regulations; all of Seller's rights and interest in its business licenses and permits, as and to the extent permitted by the applicable laws and regulations; and all other assets of Seller used primarily in the business at the Collinsville, Illinois Pizza World Restaurant.

Payment of the Purchase Price shall be made by Buyer to Seller by delivery of a cashier's check to Buyer in an aggregate amount of Twenty Five Thousand Dollars (\$25,000.00).

TO HAVE AND TO HOLD all of the Assets effective as of the date hereof sold, transferred, assigned, conveyed and delivered unto Buyer, Buyer's successors and assigns, to Buyer and Buyer's own use and behalf forever. Other than as expressly set forth in this Agreement, Seller hereby transfers the Assets to Buyer "AS IS" and "WHERE IS" without warranty, including warranties of merchantability and fitness for a particular purpose.

1. Representations and Warranties of Seller. Seller hereby represents, warrants, and agrees that: (i) Seller is a corporation duly organized and validly existing and in good standing under the laws of the State of Illinois, and has all requisite power and authority to conduct the business and to enter into this Agreement and consummate the transactions contemplated by this Agreement; (ii) Seller is and will be, at the date of closing, the lawful owner of and have good and marketable title to the Assets; (iii) the Assets are and will be free and clear of any and all liens and encumbrances; (iv) Seller will have good right, title, and authority to sell, transfer, and convey the Assets as at the date of closing; (v) the Assets are reasonably sufficient and in operating order to operate the business in compliance with any applicable Pizza World franchise restrictions and requirements; (vi) this Agreement is enforceable in accordance with its terms; and (vii) Seller knows of no adverse circumstance which would affect the transfer of the Assets contemplated by this Agreement

2. Representations and Warranties of Buyer. Buyer represents and warrants to Seller as follows:

(a) Buyer is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Illinois, and has all necessary corporate power and authority to execute this Agreement and consummate the transactions contemplated herein.

Buyer is duly qualified or otherwise authorized to transact business and is in good standing in each jurisdiction in which Buyer transacts business.

(b) The execution and delivery of this Agreement by Buyer and the performance by Buyer of all obligations to be performed by Buyer hereunder have been duly authorized by all necessary and appropriate action. This Agreement constitutes a valid and legally binding obligation of Buyer in accordance with the provisions hereof.

3. Lease. Buyer hereby agrees that it shall be Buyer's sole responsibility to enter into a satisfactory lease with Fields Investments 22736 Van Owen St. Suit 100B West Hills, Ca. 91307 with respect to the leased real estate located at 1099 C Belt line Rd, Collinsville, IL 62234; provided, however, that Seller shall, prior to or at the time of closing, provide to Buyer a consent and approval from its landlord, including therein a certificate of compliance by the tenant, regarding all aspects of the current lease agreement and all other contractual obligations between landlord and tenant, further stating that tenant (including Buyer upon the closing) shall not then be in default under any provisions of the lease agreement, or otherwise. The consent and approval shall also expressly provide approval and acceptance of Buyer as tenant under the current lease of the premises, or written approval of Buyer as tenant under a new lease agreement in the form of the current lease agreement.

4. Inventory. Buyer hereby agrees to remit a check for inventory located at Pizza World 1099C Beltline Rd for all inventory counted and deemed acceptable by Buyer at the close of business January 31<sup>st</sup> before Buyer takes over on February 1<sup>st</sup>.

5. No Assumption of Liabilities. Buyer does not and shall not assume any liabilities or obligations of Seller except for liabilities of Seller pursuant to unredeemed gift or discount certificates issued by Seller in the ordinary course of business prior to closing. At or prior to closing, Seller shall cause all of its outstanding liabilities to vendors to be paid in full; subject only to those recurring bills (such as utilities and telephone) which shall be pro-rated as of closing and for which Seller agrees to timely pay all amounts accrued prior to the closing.

6. Franchise. Contemporaneously herewith Buyer and Seller have entered into a Franchise Assignment whereby Seller transfers and assigns all of its right, title and interest in the Pizza World Gourmet Pizza Franchise Agreement to Buyer ("Franchise"). Pursuant to such Franchise Agreement, Buyer hereby agrees to pay the sum of Three Thousand Dollars (\$3,000.00) to Pizza World USA Franchise Corporation as a transfer fee. Such payment shall be made by delivery to Pizza World USA Franchise Corporation of a certified check in the amount of Three Thousand Dollars upon execution of this Agreement. Seller shall, prior to or at the time of closing, provide to Buyer a consent and approval from Pizza World USA Franchise Corporation, as franchisor to the business, which consent and approval shall contain a certificate of compliance by the business being purchased herein, regarding all aspects of the franchise agreement and all other contractual obligations between franchisee and franchisor, stating that franchisee (including Buyer upon the closing) shall not then be in default under any provisions of the franchise agreement, or otherwise. The consent and approval shall also expressly provide approval and acceptance of Buyer as a franchisee of Pizza World USA Franchise Corporation upon receipt of the transfer fee.

7. Indemnification By Seller. Seller agrees only to defend, indemnify, protect and hold harmless Buyer from and against any and all damages, liability, cost, losses and expense (including, without limitation, reasonable attorney's fees) incurred by Buyer which arise out of or in connection with: (i) any breach by Seller of a representation, warranty or covenant contained in

this Agreement; or (ii) any failure by Seller to perform any of its covenants or obligations contained herein. Seller also hereby agrees to hold harmless Buyer and indemnify Buyer for any local, state, or federal tax accrued or due, any debt, liability or obligations, including vendor costs or payables, rent or other lease obligations, or any other contractual or other legal obligation to the extent, and only to such extent, such obligation or tax is attributable to the operation of the business, or the acts of Seller or Seller's predecessor at the business, prior to and up to the time of closing.

8. Indemnification by Buyer. Buyer hereby agrees to defend, indemnify, protect and hold harmless Seller from and against any and all damages, liability, cost, losses and expenses (including, without limitation, reasonable attorney's fees) incurred by Seller which arise out of or in connection with: (i) any breach by Buyer of a representation, warranty or covenant contained in this Agreement; or (ii) any failure by Buyer to perform any of its covenants or obligations contained herein; or (iii) any debt, liability or obligation arising with respect to Buyer's business or the Assets or the operation of the Collinsville, Illinois Pizza World Restaurant, for only that time after the closing of the purchase contemplated herein; or (iv) any lease of the Location, for only that time after the closing of the purchase contemplated herein; or (v) the Franchise, which Buyer has assumed, for only that time after the closing of the purchase contemplated herein.

9. Further Assurances; Transition. The parties further covenant and agree that each shall execute, acknowledge and deliver to the other at the closing or thereafter all instruments and documents, and take all other action, as agreed or as may be reasonably required to effectuate the provisions and intent of this Agreement, to assign, transfer, and convey title and possession of the Assets and business of Seller. Seller agrees that for a period of sixty (60) days following the closing date it shall and its shareholders shall provide such assistance to Buyer as Buyer may reasonably request in its efforts to manage the business.

10. Miscellaneous.

a. This Agreement is binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and permitted assigns.

b. This Agreement, including the schedules and exhibits hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof, and except as provided herein, there are no other agreements, promises, terms, undertakings or understandings, oral or written concerning the transactions contemplated herein. No subsequent amendment, deletion or addition of this Agreement shall be binding upon the parties hereto unless in writing and signed by the parties hereto.

c. If any provision hereof is for any reason unenforceable and inapplicable, the other provisions hereof shall remain in full force and effect in the same manner as if such unenforceable or inapplicable provisions has never been contained herein.

(d) This Agreement shall be construed under and in accordance with the laws of the State of Illinois.

d. In connection with any legal action or any litigation arising out of this Agreement, the prevailing party shall be entitled to recover all costs incurred, including reasonable attorney's fees.

e. The representations, warranties and covenants contained in this Agreement shall survive the date hereof.

f. The article, section and paragraph headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

g. The parties hereto each agree to execute and deliver such other documents, certificates, agreements, and other writings and to take such other actions as may be necessary or desirable in order to consummate or implement expeditiously the transactions contemplated by this Agreement.

h. COMMISSION FEES: Buyer agrees that buyer will pay any commission fees if previous broker demands fees for services rendered throu the introduction of buyer and seller. Buyer agrees that fees could be as much as ten thousand dollars. Seller agrees that this sale will remain confidential as there is no agreement between seller and broker for this location at this time.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the day first above written.

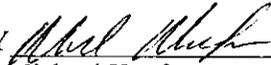
BUYER:

SELLER:

NSTAAFL, LLC

WORTHAM DEVELOPMENT, INC.

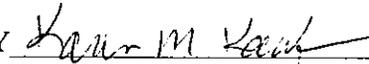
BY

  
Michael Kaufman, Manager  
and a Member

BY

  
Eric Wortham, President

BY

  
Karen Kaufman, a Member