FORM PTO-1618A
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U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

4.19.00

[X] New

[ ] Resubmission (Non-Recordation) Document ID #

[ ] Correction of PTO Error Reel # Frame #

[ ] Corrective Document Reel # Frame #

Conveyance Type

[XX] Assignment

[ ] License

[ ] Security Agreement

[ ] Nunc Pro Tunc Assignment

Effective Date Month Day Year

[ ] Merger

[ ] Change of Name

[ ] Other

Conveying Party

[ ] Mark if additional names of conveying parties attached

Execution Date Month Day Year

Name: Admiral's Fleet, Inc.

Formerly:

[ ] Individual [ ] General Partnership [ ] Limited Partnership [XX] Corporation [ ] Association

[ ] Other

[X] Citizenship/State of Incorporation/Organization: Washington

Receiving Party

[ ] Mark if additional names of receiving parties attached

Name: Concept Acquisitions Group, LLC

DBA/AKA/TA:

Composed of:

Address (line 1): 6345 Balboa Boulevard

Address (line 2): Building 1, Suite 200

Address (line 3): Encino (City) California (State/Country) 91316 (Zip Code)

[ ] Individual [ ] General Partnership [ ] Limited Partnership

[ ] If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. *(Designation must be a separate document from Assignment.)*

[ ] Corporation [ ] Association

[XX] Other: Limited Liability Company

[X] Citizenship/State of Incorporation/Organization: California

FOR OFFICE USE ONLY

05/16/2000 DNGUYEN 00000168 500279 1716962

01 FC:481 40.00 CH
02 FC:482 75.00 CH

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. *DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.*

**Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments , Washington, D.C. 20231**

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name	
Address (line 1)	
Address (line 2)	
Address (line 3)	
Address (line 4)	

Correspondent Name and Address

Area Code and Telephone Number 916-491-3000

Name	Sharon K. Sandeen
Address (line 1)	Hunter Richey DiBenedetto & Brewer, LLP
Address (line 2)	801 "K" Street, 23rd Floor
Address (line 3)	Sacramento, CA 95814
Address (line 4)	

Pages

Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s)

☐ Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
			1716962	1716963	2004536
			2004536		

Number of Properties

Enter the total number of properties involved. # 4

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): $ 115.00

Method of Payment: Enclosed ☐ Deposit Account [XX]

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: # 500279

Authorization to charge additional fees: Yes [X] No ☐

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Sharon K. Sandeen	[signature]	April 14, 2000
Name of Person Signing	Signature	Date Signed

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (the "*Agreement*") is made as of the ______ day of March, 2000 by and among CONCEPT ACQUISITIONS, LLC a California limited liability company (the "*Purchaser*"), JRECK SUBS GROUP, INC., a Colorado corporation (the "*Company*"), Admirals Fleet, Inc., A Washington corporation (the "*Seller*", a wholly-owned subsidiary of the "*Company*", and, together with the "*Company*", collectively referred to as the "*Selling Parties*") and AMRESCO Commercial Finance, Inc. ("*Amresco*"), Purchaser's lending institution, which Purchaser and Selling Parties acknowledge is a third party beneficiary to this Agreement and is entitled to enforce its rights hereunder as if actually a party hereto.

RECITALS

A. Purchaser desires to acquire certain assets which shall include but not be limited to, the franchising rights, franchising agreements, royalty agreements, development agreements, trademarks, copyrights, logos, vendor contracts, rebate programs, marketing funds, and any and all other assets and materials necessary or used in the franchising operations of the ***Mountain Mikes Pizza Division*** (***"MM"***) of Seller. The assets transferred shall be free of all liabilities, specifically the note due to other parties in amount of approximately $530,000, secured by royalties of certain Franchise Agreements and any and all liabilities known or unknown which have occurred from the date of the acquisition of the Mountain Mikes Pizza division by the "Seller" and the "Company" through the closing date.

B. The Selling Parties desire to sell to Purchaser certain assets that shall include but not be limited to, the franchising rights, franchising agreements, royalty agreements, development agreements, trademarks, copyrights, logos, vendor contracts, rebate programs, marketing funds and any and all other assets and materials necessary or used in the franchising operations of "MM". The assets transferred shall be free of all liabilities (specifically the note due to other parties in amount of approximately $530,000 secured by royalties of certain Mountain Mikes Franchise Agreements) and any and all liabilities known or unknown which have been incurred by MM , Company and/or Seller from the date of the acquisition of the Mountain Mikes Pizza division by Company and Seller through the closing date..

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AGREEMENT

NOW, THEREFORE, in consideration of the promises and mutual covenants and conditions herein contained, the parties hereto agree as follows:

1. Authorization and Sale of Assets

1.1 Authorization of Common Stock. Company's Board of Directors and the Seller's Board of Directors have each authorized the sale of the assets of The Mountain Mikes Pizza Division of Admirals Fleet, Inc., as more fully described in paragraph 1.2 hereof , as set forth on Exhibits A and B hereto.

1.2 Purchased Assets. Subject to the terms and conditions hereof, and in consideration of the Consideration payable by Purchaser to Selling Parties as more fully described in paragraph 6 hereof, on the Closing Date, as more fully described in paragraph 2.1 hereof, Selling Parties will sell, convey, transfer, assign, and deliver to Purchaser, and Purchaser will purchase from Selling Parties, all the assets, properties, and business of Mt. Mike's Pizza franchising operations (the "MM Franchise Operations"), of every kind, character and description, whether tangible, intangible, real, personal, or mixed, and wherever located including, but not limited to, the franchising rights, franchising agreements, royalty agreements, development agreements, trademarks, logos, copyrights, vendor contracts, rebate programs, marketing funds, and any and all other assets and materials necessary or used in the MM Franchise Operations, as are set forth on Exhibit C (collectively the "Purchased Assets"), free and clear of all liabilities, including trade payables, except as provided in subparagraph A of this paragraph 1.2.

A.. Assumption of Contracts. Notwithstanding the foregoing provisions of paragraph 1.2, Purchaser does not assume any responsibility or obligation with respect to any contracts to which Selling Parties, or either of them, are a party or any liabilities of Selling Parties, or either of them, other than (i) the franchise agreements (the "Franchise Agreements"), list of which is set forth on Schedule 1 to Exhibit C attached hereto and those contracts more fully described in paragraphs 3.3 A and B herein and as set forth on Exhibits D and E attached hereto, that are being assumed at the Closing and (ii) any debt or other obligations of Selling Parties which Purchaser agrees to assume, including any lease obligations to be assumed by Purchaser (collectively the "Assumed Debt") as set forth on Exhibit F attached hereto.. Through and including the Closing Date, Selling Parties shall duly perform all of their respective obligations pursuant to the terms and provisions of all contracts to which the Selling Parties, or either of them, is a party, including without limitation the Assumed Debt, trade payables and all obligations to Seller's franchisees

B. Retention of Assets. Except for the Purchased Assets relating to the business and operation of MM, Selling Parties shall retain any and all of their assets, including all restaurant franchise operations.

2. Closing Date; Documents; Delivery.

2.1 Closing Date. Subject to funding of the loan from Amresco, as more fully described in paragraph 5.2B hereof, the closing of the sale of the Purchased Assets by Selling Parties to Purchaser (the "Closing") shall take place on or about March 25, 2000, or as soon thereafter as counsel for the respective parties can prepare the necessary and appropriate documentation (the "Closing Date"), and shall be consummated by mail in accordance with arrangements reasonably acceptable to counsel for both the Selling Parties and Purchaser.

2.2 Closing. On the Closing Date, Purchaser shall deliver to counsel for the Selling Parties the Consideration as more fully described in paragraph 5 hereof, and the Selling Parties shall deliver to Purchaser the Purchased Assets, free of any and all liabilities except as specifically provided in this Agreement. Notwithstanding the foregoing, on the Closing Date, and as partial consideration for the Purchase Price, Purchaser shall deposit a portion of the Purchase Price in the amount of Five Hundred Fifty Thousand Dollars ($550,000) with Jerry J. Goldstein, Esq., attorney for Purchaser ("Purchaser's Counsel"), to be deposited in the client trust account (the "Trust Funds"), with instructions to retain, hold, and dispose of these funds in accordance with the terms of written instructions addressed to Purchaser's Counsel executed by Company, Seller and Purchaser, to provide for the payment of any and all outstanding claims or liabilities known or unknown which have accrued from the date of the acquisition of MM by the Selling Parties through the Closing Date. Upon proof of demand therefor, and upon the concurrence of the Selling Parties and Purchaser, Purchaser's Counsel shall (i) promptly pay any such liabilities or claims and (ii) receive from the payee such documentation as shall be required by Selling Parties and/or Purchaser as proof of payment thereof. Subsequently, Purchaser's Counsel shall, upon written instructions executed by Selling Parties and Purchaser, promptly pay the balance, if any, of such Trust Funds to Selling Parties.

3. Representations and Warranties of the Selling Parties. Company and Seller each represents and warrant to Purchaser as follows:

3.1 Organization and Standing.

A. Company is a corporation duly incorporated and validly existing under, and by virtue of, the laws of the State of Colorado and is in good standing as a domestic corporation under the laws of such state. Company has requisite corporate power and authority to own and operate its properties and assets and to carry on its business.

B. Seller is a corporation duly incorporated and validly existing under, and by virtue of, the laws of the State of Washington and is in good standing as a domestic corporation under the laws of such state. Seller has requisite corporate power and authority to own and operate its properties and assets and to carry on its business. Seller is a wholly owned subsidiary of Company.

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3.2 Corporate Power; Authorization. Company and Seller, and each of them, has all requisite legal and corporate power to execute and deliver this Agreement and all other agreements in connection herewith (collectively, the "***Other Agreements***"), to sell and issue the Purchased Assets and to carry out and perform all of its obligations hereunder and under the Other Agreements. The execution, delivery and performance of this Agreement and the Other Agreements by Company and the issuance, sale and delivery of the Purchased Assets have been duly authorized by all requisite corporate action. This Agreement and the Other Agreements constitute the legal, valid and binding obligations of Company and Seller, and each of them,, enforceable in accordance with their respective terms, except (i) as limited by applicable bankruptcy, insolvency, reorganization or similar laws relating to or affecting the enforcement of creditors' rights, and (ii) as limited by equitable principles generally. Except for the parties' respective shareholder and board approvals of this Agreement, no consent from any third party and no consent, approval or authorization of, or declaration, filing or registration with, any government of regulatory authority is required to be made or obtained by Company or Seller, or either of them, in order to permit the execution, delivery or performance of this Agreement or any other agreement to which Company and Seller, and each of them, is or will be a party that is an exhibit to this Agreement, or the consummation of the transactions contemplated by this Agreement and such other agreements.

3.3 Material Contracts.

A. Company's Material Contracts. Exhibit D attached hereto sets forth a list of all of the Company's Material Contracts (as defined below), true, correct and complete copies of which have been provided to Purchaser. Company has not violated any of the terms or conditions of any Material Contract or any term or condition which would permit termination or modification of any Material Contract, all of the covenants to be performed by any other party thereto have, to the knowledge of Seller Parties, been fully performed, and no claims have been made or issued for breach or indemnification or notice of default or termination under any Material Contract. No event has occurred which constitutes, or after notice or the passage of time, or both, would constitute, a default by Company under any of the Company's Material Contracts, and no such event has occurred which constitutes or would constitute a default by any other party. As used in this Section 3.3, "***Company's Material Contracts***" shall mean written or oral, (i) loan agreements, indentures, mortgages, pledges, hypothecations, deeds of trust, conditional sale or title retention agreements, security agreements, equipment financing obligations or guaranties, or other sources of contingent liability in respect of any indebtedness or obligations to any person or entity, or letters of intent or commitment letters with respect to same (other than those which individually provide for annual payments of less than $10,000); (ii) contracts obligating Company to provide products or services for a period of one year or more; (iii) leases of real property; (iv) leases of personal property (other than those which individually provide for annual payments of less than $10,000); or (v) employment agreements, management service agreements, consulting agreements, confidentiality agreements, non-competition agreements and any other agreements relating to any employee, officer or director of Company.

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B. Seller's Material Contracts. Exhibit E attached hereto sets forth a list of all of Seller's Material Contracts (as defined below), true, correct and complete copies of which have been provided to Purchaser. Seller has not violated any of the terms or conditions of any Material Contract or any term or condition which would permit termination or modification of any Material Contract, all of the covenants to be performed by any other party thereto have, to the knowledge of Seller Parties, been fully performed, and no claims have been made or issued for breach or indemnification or notice of default or termination under any Material Contract. No event has occurred which constitutes, or after notice or the passage of time, or both, would constitute, a default by Seller under any of the Seller's Material Contracts, and no such event has occurred which constitutes or would constitute a default by any other party. As used in this Section 3.3, "***Seller's Material Contracts***" shall mean written or oral, (i) loan agreements, indentures, mortgages, pledges, hypothecations, deeds of trust, conditional sale or title retention agreements, security agreements, equipment financing obligations or guaranties, or other sources of contingent liability in respect of any indebtedness or obligations to any person or entity, or letters of intent or commitment letters with respect to same (other than those which individually provide for annual payments of less than $10,000); (ii) contracts obligating Seller to provide products or services for a period of one year or more; (iii) leases of real property; (iv) leases of personal property (other than those which individually provide for annual payments of less than $10,000); or (v) employment agreements, management service agreements, consulting agreements, confidentiality agreements, non-competition agreements and any other agreements relating to any employee, officer or director of Seller.

3.4 Financial Statements. Exhibit G-1 attached hereto sets forth consolidated and consolidating balance sheets of Mountain Mike's Pizza Division of Seller, as of the year ended September 30, 1997, 1998, and 1999, and the related consolidated and consolidating statements of income and retained earnings for the three years ending on those dates, [unaudited/audited/reviewed by BDO Seidman, the Selling Parties' independent public accountants, whose opinions with respect to those financial statements are included in that Exhibit G-1. Exhibit G-2 attached hereto sets forth unaudited consolidated and consolidating balance sheets of MM as of December 31, 1999, together with related unaudited consolidated and consolidating statements of income and retained earnings for each of the quarterly periods ending on those dates, certified by Michael Cronin, the chief financial officer of Company as accurately reflecting the financial condition of MM for those periods and accurately reflecting all information normally reported to the Selling Parties' independent public accountants for the preparation of Selling Parties' consolidated financial statements. (Hereafter, the financial statements in Exhibits G-1 and G-2 are referred to as the "***Financial Statements***"). The Financial Statements have been prepared in accordance with generally accepted accounting principles consistently followed by Selling Parties throughout the periods indicated, and fairly present the financial position of MM as of the respective dates of the balance sheets included in the Financial Statements, and the results of its operations for the respective periods indicated.

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3.5 Absence of Specified Changes. Since September 30, 1999 there has not been any:

A. Transaction by Company or Seller with respect to the MM operations or any of the Purchased Assets except in the ordinary course of business as conducted on that date;

B. Capital expenditure by Company or Subsidiary with respect to the MM operations exceeding Ten Thousand Dollars ($10,000.00);

C. Material adverse change in the financial condition, liabilities, assets, business, or prospects of MM or any of the Purchased Assets;

D. Destruction, damage to, or loss of any asset of MM (whether or not covered by insurance) that materially and adversely affects the financial condition, business, or prospects of MM or the Purchased Assets..

E. Change in accounting methods or practices (including, without limitation, any change in depreciation or amortization policies or rates) by Company or Seller;

F. Revaluation by Company or Seller, or either of them, of any of the Purchased Assets;

G. Sale or transfer of any asset of MM, except in the ordinary course of business;

H. Amendment or termination of any contract, agreement, or license to which MM, is a party, or to which Company and/or Seller is a party on behalf of MM, except in the ordinary course of business;

I. Loan by MM, Company and/or Seller to any person or entity, or guaranty by MM, Company and/or Seller of any loan, either of which obligates MM ;

J. Mortgage, pledge, or other encumbrance of any asset of MM, including the Purchased Assets;

K. Waiver or release of any right or claim of MM, or of Company and/or Seller on behalf of MM, except in the ordinary course of business;

L. Commencement or notice or threat of commencement of any civil litigation or any governmental proceeding against or investigation of MM, the Purchased Assets, Company and/or Seller on behalf of MM, or the affairs of any of them;

M. Labor trouble or claim of wrongful discharge or other unlawful labor practice or action involving MM, or any of the franchisees of MM;

N. Increase in the salary or other compensation payable or to become payable by MM, Company and/or Seller to any of the officers, directors, or employees of MM, or the declaration, payment, or commitment or obligation of any kind for the payment, by MM, Company and/or Seller, of a bonus to any of the officers, directors, or employees of MM, or other additional salary or compensation to any such person;

O. Agreement by Company and/or Seller to do any of the things described in the preceding clauses (A) through (N) of this paragraph 3.5;

P. Other event or condition of any character that has or might reasonably have a material and adverse effect on the financial condition, business, assets, liabilities, or prospects of MM or the Purchased Assets.

3.6 .Debts, Obligations and Liabilities. Exhibit G-3 attached hereto contains a true and complete schedule of all debts, obligations and liabilities of (i) MM, or (ii) Company and/or Seller with respect to the assets and operations of MM and/or the Purchased Assets. Neither MM, Company or Seller has any debts, liabilities, or obligations of any nature, whether accrued, absolute, contingent, or otherwise, and whether due or to become due which effect the assets, business or franchise operations of MM, or of any of the Purchased Assets,, that are not set forth in Exhibit G-3.

3.7 Tax Returns and Audits. Within the times and in the manner prescribed by law, Company and Seller have filed all federal, state, county and local tax returns required by law and have paid all taxes, assessments, and penalties due and payable, including any California, Washington, county or local taxes effecting the assets, business or franchise operations of MM or of the Purchased Assets. The provisions for taxes reflected in Company's consolidated balance sheet as of December 31, 1999 as set forth on the Financial Statements attached hereto as Exhibit G-2, are adequate for any and all federal, state, county, and local taxes for the period ending on the date of that balance sheet and for all prior periods, whether or not disputed. There are no present disputes as to taxes of any nature payable by MM, Company and/or Seller.

3.8 Tangible Personal Property. The books and records of MM, Company and Seller contain a complete and accurate description, and specify the location, of all machinery, equipment, furniture, supplies, drawings, and all other tangible personal property owned by, in the possession of, or used by MM, or by Company and/or Seller on behalf of MM in connection with the business and franchise operations of MM. No personal property used by any of MM, Company and/or Seller in connection with the MM business and franchise operations is held under any lease, security agreement, conditional sales contract, or other title retention or security arrangement, or is located other than in the possession of MM, Company and/or Seller. The tangible personal property reflected in those books and records constitutes all such tangible personal property necessary for the conduct by MM, Company and/or Seller of the MM franchise operations and business as is presently conducted.

3.9 Trade Names, Trademarks, and Copyrights. Exhibit H attached hereto is a schedule of all trade names, trademarks, logos, service marks, and copyrights and their federal or state registrations, if any, with respect to the business and franchise operations of MM, owned by MM, Company and/or Seller or in which they have any rights or licenses, together with a brief description of each. Selling parties have no knowledge of any infringement or alleged infringement by others of any such trade name, trademark, service mark, or copyright. None of MM, Company and/or Seller have infringed, and are not now infringing, on any trade name, trademark, service mark, or copyright belonging to any other person, firm, or corporation. Except as set forth in Exhibit H none of MM, Company or Seller is a party to any license, agreement, or arrangement affecting MM or the franchise operations thereof, whether as licensor, licensee, franchisor, franchisee, or otherwise, with respect to any trademarks, service marks, trade names, or applications for them, or any copyrights. MM, Company and/or Seller own, or hold adequate licenses or other rights to use, all trademarks, service marks, trade names, and copyrights necessary for the MM franchise operations and business as now conducted by them (including without limitation those listed in Exhibit H, and that use does not, and will not, conflict with, infringe on, or otherwise violate any rights of others. The Selling Parties have the right to sell or assign to Purchaser all such owned trademarks, trade names, service marks, and copyrights, and all such licenses or other rights.

3.10 Trade Secrets. Exhibit I attached hereto is a true and complete list, without extensive or revealing descriptions, of the Selling Parties' trade secrets with respect to the MM franchise operations and business, including all recipes, vendor lists, supplier lists, processes, know-how, advertising strategies, computer programs and routines, and other technical data. The specific location of each trade secret's documentation, including its complete description, specifications, charts, procedures, and other material relating to it, is also set forth with it in that Exhibit I. Each trade secret's documentation is current, accurate, and sufficient in detail and content to identify and explain it and to allow its full and proper use by Purchaser without reliance on the special knowledge or memory of others.

MM, Company and/or Seller is, or are, the sole owner(s) of each of these trade secrets, free and clear of any liens, encumbrances, restrictions, or legal or equitable claims of others . MM, Company and Seller have taken all reasonable security measures to protect the secrecy, confidentiality, and value of these trade secrets; any of their employees and any other persons who, either alone or in concert with others, developed, invented, discovered, derived, programmed, or designed these secrets, or who have knowledge of or access to information relating to them, have been put on notice and, if appropriate, have entered into agreements that these secrets are proprietary to MM, Company and/or Seller and not to be divulged or misused.

All these trade secrets are presently valid and protectible and are not part of the public knowledge or literature; nor to Selling Parties' knowledge have they been used, divulged, or appropriated for the benefit of any past or present employees or other persons, or to the detriment of Company or Subsidiary.

3.11 Title to Assets. The Selling Parties, and each of them, have good and marketable title to all their respective assets and interests in assets, whether real, personal, mixed, tangible, or intangible, which constitute all the assets and interests in assets that are used in the business and franchise operations of MM, including the Purchased Assets. All these assets are free and clear of restrictions on or conditions to transfer or assignment, and free and clear of mortgages, liens, pledges, charges, encumbrances, equities, claims, easements, rights of way, covenants, conditions, or restrictions, except for (i) those disclosed in the consolidated balance sheet of Company and Seller as of December 31, 1999, included in the Financial Statements, or in Exhibit J attached hereto, and (ii) possible minor matters that, in the aggregate, are not substantial in amount and do not materially detract from or interfere with the present or intended use of any of the Purchased Assets or materially impair the business and franchise operations of MM, and all of which are to be either (x) paid on the Closing Date, (y) paid as part of the Trust Funds deposited with Purchaser's Counsel as provided in paragraph 2.2 hereof, or (z) assumed by Company and/or Seller. None of MM, Company and/or Seller are in default or in arrears in any material respect under any lease. All tangible personal property of MM, Company and/or Seller necessary to the business and franchise operations of MM are in good operating condition and repair, ordinary wear and tear excepted. MM, Company and/or Seller are in possession of all premises leased to them from others.

3.12. Franchisees and Sales. Schedule 1 to Exhibit C attached hereto is a correct and current list of all franchisees of MM together with summaries of the sales reported by each such franchisee, and franchise fees paid by each such franchisee, to MM, Company and/or Seller made to each customer during the most recent fiscal year ended December 31, 2000 and the most recent month ended February 29, 2000. Except as set forth on Schedule 1 to Exhibit C, neither Company nor Seller has any information, or is aware of any facts, indicating that any of these franchisees (i) intend to cease doing business as a franchisee of MM or (ii) will materially alter the amount of the business they are presently doing as a franchisee of MM..

3.13 Employment Contracts and Benefits.

A. Exhibit K attached hereto is a list of all employment contracts and collective bargaining agreements, and all pension, bonus, profit-sharing, stock option, or other agreements or arrangements providing for employee remuneration or benefits to which MM, Company and/or Seller is a party or by which MM, Company and/or Seller is bound. All these contracts and arrangements are in full force and effect, and neither MM, Company, nor Seller, nor any other party is in default under them. There have been no claims of defaults and, to the best knowledge of the Selling Parties, there are no facts or conditions that if continued, or on notice, will result in a default under these contracts or arrangements. There is no pending or, to Selling Parties' knowledge, threatened labor dispute, strike, or work stoppage affecting the business or franchise operations of MM. MM, Company and Seller, and each of them, have complied with all applicable laws for each of their respective employee benefit plans, including the provisions of the Employee

Retirement Income Security Act (ERISA) if and to the extent applicable. There are no threatened or pending claims by or on behalf of any such benefit plan, by or on behalf of any employee covered under any such plan, or otherwise involving any such benefit plan, that allege a breach of fiduciary duties or violation of other applicable state or federal law, nor is there, to selling parties' knowledge, any basis for such a claim. Neither MM, Company nor Seller has entered into any severance or similar arrangement in respect of any present or former employee that will result in any obligation, absolute or contingent, of Purchaser, MM, Company or Seller, to make any payment to any present or former employee following termination of employment.

B. Employment. Selling Parties, and each of them, agree that, effective on the Closing Date, Purchaser may employ certain management personnel, advisors and staff of MM and the Selling Parties to provide necessary management and effect an orderly transition of the operations of MM from the Selling Parties to Purchaser, as more fully described in Exhibit L (the "Designated Employees"). Such Designated Employees shall be entitled to retain copies (including photocopies and computer file copies) of all books, records, customer lists, vendor lists, supplier lists, contacts, and lists of prospective franchisees, as shall be necessary to properly manage and conduct the activities of MM from and after the Closing. Selling Parties, and both of them warrant and guarantee that they shall not bring any action for breach of contract, misappropriation of trade secrets, or breach of any other similar fiduciary duty against Purchaser and/or the Designated Employees arising out of the employment by Purchaser of such Designated Employees."

3.14 Insurance Policies. Exhibit M attached hereto is a description of all insurance policies held by MM, Company and/or Seller concerning the businesses and franchise operations of MM. All these policies are in the respective principal amounts set forth in Exhibit M. The Selling Parties, and each of them, have maintained and now maintain (i) insurance on all the Purchased Assets, business and franchise operations of MM of a type customarily insured, covering property damage and loss of income by fire or other casualty, and (ii) adequate insurance protection against all liabilities, claims, and risks against which is customary to insure. Neither MM, Company nor Seller is in default with respect to payment of premiums on any such policy. No claim is pending under any such policy with respect to the Purchased Assets, or business and franchise operations of MM. The Selling Parties shall obtain "tail" coverage to all such insurance policies with respect to any and all liabilities, claims, and risks regarding the Purchased Assets and business and operations of MM arising prior to the Closing Date.

3.15 Other Contracts. Neither MM, Company nor Seller is a party to, nor are the Purchased Assets, business and franchise operations of MM bound by, any distributor's or manufacturer's representative or agency agreement; any output or requirements agreement; any agreement not entered into in the ordinary course of business; any indenture, mortgage, deed of trust, or lease; or any agreement that is unusual in nature, duration, or amount (including, without limitation, any agreement with respect to the Purchased Assets , the business and franchise operations of MM requiring the performance by MM, Company or Seller of any obligation for a period of time extending beyond one (1) year from Closing Date, except the agreements set forth in Exhibit N attached hereto, copies of which have been furnished or made available to Purchaser. There is no default or event that, with notice or lapse of time or both, would constitute a default by any party to any of these agreements. Neither MM, Company nor Seller has received notice that any party to any of these agreements intends to cancel or terminate any of these agreements or to exercise or not exercise any options under any of these agreements. Neither MM, Company nor Seller is a party to, nor is any such party or the Purchased Assets bound by, any agreement that is materially adverse to the Purchased Assets or the businesses, properties, or financial condition of MM or its franchise operations.

3.16 Compliance With Laws. Neither MM, Company nor Seller has received notice of any violation of any applicable federal, state, or local statute, law, or regulation (including, without limitation, any applicable building, zoning, environmental protection, occupational safety or other law, ordinance, or regulation) affecting the Purchased Assets, the business and franchise operations of MM, or of any of the MM franchisees, and to the best of the knowledge of MM, Company and Seller, there are no such violations.

3.17 Litigation. There is not pending, or, to the best knowledge of MM, Company and/or Seller, threatened, any suit, action, arbitration, or legal, administrative, or other proceeding, or governmental investigation against or affecting the Purchased Assets or the assets, financial condition, business and franchise operations of MM. Neither MM, Company nor Seller is in default with respect to any order, writ, injunction, or decree of any federal, state, local, or foreign court, department, agency, or instrumentality with respect to the Purchased Assets or the business and franchise operations of MM. Neither MM, Company nor Seller is presently engaged in any legal action to recover moneys due to any of them or damages sustained by any of them with respect to the Purchased Assets or the business and franchise operations of MM.

3.18 Agreement Will Not Cause Breach or Violation. The consummation of the transactions contemplated by this Agreement will not result in or constitute any of the following: (i) a breach of any term or provision of this Agreement; (ii) a default or an event that, with notice or lapse of time or both, would be a default, breach, or violation of the articles of incorporation or bylaws of Company or Seller or any lease, license, promissory note, conditional sales contract, commitment, indenture, mortgage, deed of trust, or other agreement, instrument, or arrangement to which MM, Company or Seller is a party or by which any of them or the property of any of them, including the Purchased Assets, is bound; (iii) an event that would permit any party to terminate any agreement or to accelerate the maturity of any indebtedness or other obligation of MM, Company or Seller; or (iv) the creation or imposition of any lien, charge, or encumbrance on any of the properties of MM, Company or Seller, including the Purchased Assets.

3.19 Authority and Consents. Selling Parties have the right, power, legal capacity, and authority to enter into, and perform their respective obligations under, this Agreement, and no approvals or consents of any persons other than Selling Parties are necessary in connection with it other than the consent of the California Department of Corporations. The execution and delivery of this Agreement by Company and Seller have been duly authorized by all necessary corporate action on the part of Company and Seller.

3.20 Interest in Customers, Suppliers, and Competitors. Except as set forth in Exhibit O attached hereto, no officer, director, or employee of Company or Seller, or any spouse or child of any of them, has any direct or indirect interest in any competitor, supplier, or customer of MM or in any person from whom or to whom MM leases any real or personal property, or in any other person with whom MM is doing business.

3.21. Corporate Documents. Selling Parties have furnished to Purchaser for its examination (i) copies of the articles of incorporation and bylaws of Company and Seller; (ii) the minute books of Company and Seller containing all records required to be set forth of all proceedings, consents, actions, and meetings of the shareholders and boards of directors of Company and Seller; (iii) all permits, orders, and consents issued by the Colorado Department of Corporations with respect to Company, and the Washington Department of Corporations with respect to Seller, respectively, or any security of either of them, and all applications for such permits, orders, and consents; and (iv) the stock transfer books of Company and Subsidiary setting forth all transfers of any capital stock.

3.22 Personnel. Exhibit K is a list of the names and addresses of all officers, directors, employees, agents, and manufacturer's representatives of MM, Company and Seller involved in the business and franchise operations of MM, stating the rates of compensation payable to each.

3.23 Full Disclosure. None of the representations and warranties made by MM, Company or Seller, or made in any certificate or memorandum furnished or to be furnished by any of them or on their behalf, contains or will contain any untrue statement of a material fact, or omits to state a material fact necessary to make the statements made, in the light of the circumstances under which they were made, not misleading.

4. Representations and Warranties of Purchaser. Purchaser hereby represents and warrants to the Selling Parties as follows:

4.1 Organization and Standing. Purchaser is (i) a limited liability company duly organized and validly existing under, and by virtue of, the laws of the State of California and is in good standing as a domestic limited liability company under the laws of such state; (ii) has all necessary power to own and lease its properties, to carry on it's business as not being conducted and to enter into and perform this Agreement and all agreements to which Purchaser is or will be a party that are exhibits to this Agreement; and (iii) is qualified to do business in all jurisdictions in which the failure to so qualify would have a material adverse effect on it's business or financial condition. Purchaser has made available to the other parties for inspection complete and correct copies of its Articles of Organization and Operating Agreement as in effect on the Date hereof and a record of any and all proceedings or actions at all meetings of, or taken by written consent, by its Managers and Members, from and after January 26, 2000, in each case, certified as true and complete and correct by Purchaser's Managers, copies of which are attached hereto as Exhibit P.

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4.2 Capitalization. Purchaser presently has 18,000 membership interests issued and outstanding and total capitalization in the amount of $500,000. Purchaser may, at its option, issue additional Membership Interests for reasonable consideration. Purchaser is under no duty to redeem or to repurchase any membership interests of any class. The outstanding membership interests are all duly and validly authorized and issued, fully paid and nonassessable and were issued in compliance with all applicable federal and state securities laws."

4.3 Corporate Power; Authorization. Purchaser has all requisite legal and corporate power as provided a limited liability company under the California Corporations Code (the "Code") and its operating agreement (the "Operating Agreement") to execute and deliver this Agreement and the Other Agreements. The following have been duly authorized by all requisite action: (a) the execution, delivery and performance of this Agreement and the Other Agreements by Purchaser; (b) the issuance, transfer and delivery of the Class III Convertible Interests, as more fully described in paragraph 6.2 (D) of this Agreement. This Agreement and the Other Agreements constitute the legal, valid and binding obligation of Purchaser, enforceable in accordance with their respective terms, except (i) as limited by applicable bankruptcy, insolvency, reorganization or similar laws relating to or affecting the enforcement of the creditors' rights, and (ii) as limited by equitable principles generally.

4.4 Consents. No consent, approval, or authorization of, or declaration, filing, or registration with, any United States federal or state governmental or regulatory authority is required to be made or obtained by Purchaser in connection with the execution, delivery, and performance of this Agreement and the consummation of the transactions contemplated by this Agreement.

4.5 Full Disclosure of Material Facts. Purchaser has fully disclosed all facts with respect to Purchaser's business, operations, financial condition and liabilities that are material to the Selling Parties' determination to accept the consideration for the sale of the Assets to Purchaser.

4.6 Opportunity to Perform Due Diligence. Purchaser has been provided by the Selling Parties a reasonable opportunity to perform satisfactory due diligence with respect to the Purchased Assets set forth in Exhibit C, the Company's Material Contracts set forth in Exhibit D and Seller's Material Contracts set forth in Exhibit E.

4.7 Disclosure of Information. Purchaser believes that it has received all the information it considers necessary or appropriate for deciding whether to purchase the Assets. In addition, it has had an opportunity to discuss the business, management, and financial affairs of MM with the Selling Parties' management and to review the MM facilities. It understands that its discussions, as well as the written information given to it by the Selling Parties, were intended to describe the aspects of MM's business and prospects which Selling Parties believe to be material, but were not necessarily a thorough or exhaustive description.

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5. Consideration.

5.1. Purchase Price: In consideration of the sale of the Purchased Assets by Selling Parties to Purchaser, Purchaser will pay to Selling Parties the sum of Four Million Dollars ($4,000,000) (the "Purchase Price"), as follows:

5.2. Terms:

A. Purchaser paid $500,000 cash upon execution of the Letter of Intent (the "Letter") dated February 26, 2000, receipt of which is hereby acknowledged;

B. At the Closing, Purchaser will pay $ 2,500,000 cash to Selling Parties upon closing of the financing with Amresco, the Purchaser's lending institution, which financing is anticipated to be funded on or about March 25, 2000, or as soon thereafter as the parties' counsels can prepare the necessary and appropriate documentation (the "Closing Payment"), less the amount paid to Purchaser's Counsel in trust as provided in Section 2.2 hereof;

C. At the Closing, Purchaser will deliver to Selling Parties a $200,000 unsecured interest free subordinated note (the "Note"), due and payable twenty-four (24) months from the Closing Date, in form and substance as attached hereto as Exhibit Q; and

D. At the Closing, Purchaser will deliver to Selling Parties $800,000 in Class III Convertible Interests of Purchaser (the "Class III Interests"). The Class III Interests will (i) be Economic Interests, not Membership Interests, (ii) be non-voting, (iii) will not be entitled to share in the profits generated by, or receive any cash or other distributions from, Purchaser, but (iv) will be entitled to a distribution of sales proceeds in the event of a sale, merger or liquidation of Purchaser, or of the sale, merger or liquidation by Purchaser of the Purchased Assets or any other assets, in an amount equal to eighteen percent (18%) of the amount realized by Purchaser from such sale, merger or liquidation in excess of Four Million Dollars ($4,000,000), net of commissions and other expenses of such sale, merger or liquidation (the "Sale Consideration"); provided, however, that in the event of a merger or other transaction in which all or a portion of the consideration derived by Purchaser in excess of $4,000,000 is in stock, corporate bonds or other securities (collectively the "Securities"), Purchaser shall pay the Sale Consideration to Selling Parties in kind, either (i) solely in Securities or (ii) if Purchaser has received cash and Securities, partially in cash and partially in Securities, in proportion to the amount of cash and Securities derived by Purchaser in excess of Four Million Dollars ($4,000,000). The Class III Interests will further provide that, following the full retirement of all debt financing by the Purchaser, including the Amresco debt, Company shall have the right, at its option, in its sole and absolute discretion, to (i) convert the Class III Interests into Class I Investment Interests of Purchaser (the "Class I Interests") in an amount equal to eighteen percent (18%) of such Class I Interests outstanding on the Closing Date or (ii) convert the Class III Interests into a promissory note of Purchaser in the principal amount of Eight Hundred Thousand Dollars ($800,000), bearing interest at three percent (3%) above the five-year government bond rate, payable interest only each quarter, with all principal and any accrued and unpaid interest due and payable in five (5) years from the date of conversion by the Selling Parties.

6. Allocation of the Purchase Price.

6.1. Allocations. Selling Parties and Purchaser acknowledge that the Purchase Price shall be allocated among the Assets as follows:

	Allocation of Assets	Purchase Price
(a)	Franchise Rights	$ 3,700,000.00
(b)	Accounts Receivable	$ 132,000.00
(c)	Furniture and Equipment	$ 10,000.00
(d)	Supplies & Inventories	$ 40,000.00
(e)	All patents, trademarks, trade names, copyrights, and other intellectual property rights	$ 100,000.00
(f)	All promotional materials	$ 17,000.00
(g)	All other rights/goodwill	$ 1,000.00

6.2 Reporting of Allocations. Purchaser and Selling Parties have made a mutual good faith determination of the respective values of the Purchased Assets, and the allocations in the preceding paragraph 6.1 are based upon such determination. Each of such parties agrees that it shall not take any position for purposes of computing federal or state income or franchise taxes that is inconsistent with the foregoing allocations. Purchaser and Selling Parties shall independently file with the Internal Revenue Service IRS Form 8594, which shall set forth an allocation of the Purchase Price among the Purchased Assets in accordance with the preceding paragraph 6.1. If Purchaser or Selling Parties, or either of them, fail to comply with this paragraph 6.2, such party shall be liable for all taxes, legal and accounting fees, and other expenses actually incurred by the other party as a consequence of such failure; provided, however, that, should such fees and other expenses be incurred in connection with any audit or other inquiry involving issues beyond the scope of this Agreement, any party liable for reimbursement of such fees and expenses under this Paragraph shall be responsible only for the portion of the total fees and expenses incurred that reasonably relate to the issues arising under this Agreement. In the event that Purchaser, the Selling Parties, or either of them, becomes a party to any audit or inquiry involving issues within the scope of this Agreement, such party shall deliver written notice of such audit or inquiry to the other party within seven days from receipt of notice of such audit or inquiry. Such audited party shall continue to provide relevant information regarding such audit or inquiry to the other party.

7. Selling Parties Obligations Before Closing. Selling Parties covenant that from the date of this Agreement until the Closing:

7.1 Purchaser's Access to Premises and Information. Purchaser and its counsel, accountants, and other representatives shall have full access during normal business hours to all properties, books, accounts, records, contracts, and documents of or relating to Company, Seller, the Purchased Assets, and the business and franchise operations of MM. Selling Parties shall furnish or cause to be furnished to Purchaser and its representatives all data and information concerning the business, finances, and properties of Company, Seller, the Purchased Assets, and the business and franchise operation of MM that may reasonably be requested.

7.2 Conduct of Business in Normal Course. Company and Seller shall conduct and carry on the business, activities and franchise operations of MM diligently and in substantially the same manner as they previously have been carried out and shall not make or institute any unusual or novel methods of purchase, sale, lease, management, accounting, or operation that vary materially from those methods used by MM, Company and Seller with respect thereto as of the date of this Agreement. In so doing, the Selling Parties shall conduct the business of MM and engage in transactions only in the ordinary course of business and consistent with past and previous practices, except as consented to or approved by Purchaser in writing.

During the period from the date of the execution of this Agreement through the Closing Date, the Selling Parties will not (i) enter into any employment agreement with any of the employees of MM or otherwise bind MM or Purchaser with respect to any employment agreements, (ii) purchase any capital equipment, (iii) incur any material debt not in the ordinary course of business, (iv) change the pricing, advertising, promotion or other services provided to the franchisees of MM, (v) enter into any agreements for the purchase of materials and supplies with suppliers and vendors of MM, other than in the ordinary course of business, (vi) sell or otherwise divest MM of assets other than has been customary in the ordinary course of business, (vii) effect any changes in the operations of MM, or (viii) agree to any of the foregoing."

7.3 Preservation of Business and Relationships. Company and Seller will use their best efforts, without making any commitments on behalf of Purchaser, without Purchaser's prior written authorization, which authorization, in the sole and absolute discretion of Purchaser, may be given or withheld, (i) to preserve the MM business organization intact, 9ii) to keep available to MM the present officers and employees necessary for the business and franchise operations of MM, (iii) to preserve their present relationships with suppliers, customers, and others having business relationships with them on behalf of MM, and (iv) to preserve for Purchaser the goodwill of the franchisees of MM.

7.4 Corporate Matters. Neither Company nor Seller will (i) amend its articles of incorporation or bylaws; (ii) incorporate or otherwise organize MM as a limited liability company, limited liability partnership, general partnership, limited partnership, association, trust, or other entity, or agree to do any of the acts listed hereinabove.

7.5 Maintenance of Insurance. Company and Seller will continue to carry their existing insurance, subject to variations in amounts required by the ordinary operations of their businesses. At the request of Purchaser and at Purchaser's sole cost and expense, the amount of insurance against fire and other casualties that, at the date of this Agreement, Company and Seller carry on the Purchased Assets or the business and franchise operations of MM shall be increased by the amount or amounts Purchaser shall specify. Effective upon the execution of this Agreement, Selling Parties shall cause Purchaser to be named as an additional insured on each existing insurance policy carried by Company and Seller.

7.6 Employees and Compensation. Neither Company nor Seller will do, or agree to do, any of the following acts: (i) make any change in compensation payable or to become payable by either of them, to any officer, employee, sales agent, or representative as set forth on Exhibit K attached hereto (the "Designated Employees"); (ii) make any change in benefits payable to any such Designated Employee under any bonus or pension plan or other contract or commitment; or (iii) modify any collective bargaining agreement to which either of them is a party or by which either may be bound the effect of which would be, in whole or in part, to create a liability burdening the Purchased Assets or the business and franchise operations of MM.

7.7 New Transactions. Neither Company nor Seller will, without Purchaser's prior written consent, which consent, in the sole and absolute discretion of Purchaser, may be given or withheld, do or agree to do any of the following acts with respect to the Purchased Assets or the business and franchise operations of MM:

A. Enter into any contract, commitment, or transaction which effects the Purchased Assets or the business and franchise operations of MM, not in the usual and ordinary course of its business; or

B. Enter into any contract, commitment, or transaction in the usual and ordinary course of business involving an amount exceeding Five Thousand Dollars ($5,000.00), individually, or Ten Thousand Dollars ($10,000.00) in the aggregate; or

C. Make any capital expenditures in excess of Five Thousand Dollars ($5,000.00) for any single item or Ten Thousand Dollars ($10,000.00) in the aggregate, or enter into any leases of capital equipment or property under which the annual lease charge is in excess of Three Thousand Dollars ($3,000.00); or

D. Sell or dispose of any capital assets with a net book value exceeding Two Thousand Dollars ($2,000.00) individually, or Five Thousand Dollars ($5,000.00) in the aggregate.

7.8 Existing Agreements. Neither Company nor Seller will modify, amend, cancel, or terminate any of its existing contracts or agreements, or agree to do any of those acts. with respect to the Purchased Assets or the business and franchise operations of MM, without the prior written authorization of Purchaser, which authorization, in the sole and absolute discretion of Purchaser, may be given or withheld.

7.9 Documentation of Procedures and Trade Secrets. At the written request of Purchaser, Company and Seller will within seven (7) days, document and describe any of their trade secrets, processes, or business procedures with respect to the Purchased Assets and the business and franchise operations of MM as specified by Purchaser, in form and content satisfactory to Purchaser.

7.10 Representations and Warranties True at Closing. All representations and warranties of Selling Parties set forth in this Agreement and in any written statements delivered to Purchaser by Selling Parties under this Agreement will also be true and correct as of the Closing Date as if made on that date.

7.11 Corporate and Shareholder Approvals. Company and, if required, Seller, will each deliver to Purchaser, on or before the Closing Date, a written consent of its shareholders authorizing and approving the sale of the Purchased Assets to Purchaser on the terms and conditions provided in this Agreement.

8. Purchaser's Obligations Before Closing.

8.1 Information To Be Held in Confidence. Purchaser agrees that, unless and until the Closing has been consummated, Purchaser and its officers, managers, and other representatives will hold in strict confidence, and will not use to the detriment of Company and Seller, all data and information with respect to the business of MM, Company and Seller obtained by Purchaser in connection with this transaction or Agreement, except insofar as that data and information may be required by law to be included in Purchaser's Confidential Private Placement Offering Memorandum or information required to be provided to its Members, required by the Securities Exchange Act of 1934, as amended, and the general rules and regulations issued under that act; or by the California Commissioner of Corporations, and if the transactions contemplated by this agreement are not consummated, Purchaser will return to Selling Parties all that data and information that Selling Parties may reasonably request, including, but not limited to, worksheets, test reports, manuals, lists, memoranda, and other documents prepared by or made available to Purchaser in connection with this transaction.

8.2 Cooperation in Securing Consents of Third Parties. Purchaser will use its best efforts to assist Purchaser and Seller in obtaining the consent of all necessary persons and agencies to the assignment and transfer to Purchaser of any and all of the Purchased Assets, including agreements with the United States government or any of its agencies, or the State of California or any of its agencies, to be assigned and transferred under the terms of this Agreement.

8.3 Resale Certificate. Purchaser agrees to furnish any resale certificate or other documents reasonably requested by Selling Parties comply with the provisions of the sales and use tax laws of the State of California.

8.4 Bulk Sales Law. Purchaser waives compliance with the provisions of the California Commercial Code relating to bulk transfers in connection with this sale of assets, subject to the indemnities of Selling Parties contained in this agreement. Nothing in this paragraph 8.4 shall estop or prevent either Purchaser or the Selling Parties from asserting as a bar or defense to any action or proceeding brought under that law that it does not apply to the sale contemplated under this Agreement.

9. Conditions Precedent to Purchaser's Performance. The obligations of Purchaser to purchase the Purchased Assets under this Agreement are subject to the satisfaction, at or before the Closing, of all the conditions set out below in this paragraph 9. Purchaser may waive any or all of these conditions in whole or in part without prior notice; provided, however, that no such waiver of a condition shall constitute a waiver by Purchaser of any of its other rights or remedies, at law or in equity, if Company or Seller shall be in default of any of their representations, warranties, or covenants under this Agreement.

9.1 Accuracy of Selling Parties' Representations and Warranties. Except as otherwise permitted by this Agreement, all representations and warranties by each of the Selling Parties in this Agreement, or in any written statement that shall be delivered to Purchaser by any of them under this Agreement, shall be true in all material respects on and as of the Closing Date as though made at that time.

9.2 Performance by Selling Parties. Selling Parties shall have performed, satisfied, and complied in all material respects with all covenants, agreements, and conditions required by this Agreement to be performed or complied with by them, or any of them, on or before the Closing Date.

9.3 No Material Adverse Change. During the period from January 1, 2000 to the Closing Date, there shall not have been any material adverse change in the financial condition or the results of operations of MM, Company or Seller, and neither Company nor Seller shall have sustained any material loss or damage to its assets or the Purchased Assets, whether or not insured, that materially affects its ability to conduct a material part of its business.

9.4 Certification by Selling Parties. Purchaser shall have received a certificate, dated the Closing Date, signed and verified by Company's and Seller's respective presidents or vice presidents and their respective treasurers or assistant treasurers, certifying, in such detail as Purchaser and its counsel may reasonably request, that to the best of their knowledge the conditions specified in paragraphs 3.19, 7.2-7.8, 7.12, and 9.3 have been fulfilled.

9.5 Opinion of Selling Parties' Counsel. Purchaser shall have received from Eric Swartz , Esq., counsel for Selling Parties, an opinion dated the Closing Date, in form and substance satisfactory to Purchaser and its counsel, that:

A. Company and Seller are corporations duly organized and validly existing and in good standing under the laws of the State of California, and each has all necessary corporate power to own its properties as now owned and operate its business as now operated.

B. Company does not own, directly or indirectly, any equity security of any corporation except Seller. Seller does not own, directly or indirectly, any equity security of any corporation

C. Mountain Mike's Pizza Division is a division of Seller and has not been incorporated or organized as a limited liability company, limited liability partnership, limited partnership, general partnership, association, trust, or other entity.

D. This Agreement has been duly and validly authorized and, when executed and delivered by all Selling Parties, will be valid and binding on each of them and enforceable in accordance with its terms, except as limited by bankruptcy and insolvency laws and by other laws affecting the rights of creditors generally.

E. Such counsel does not know of any suit, action, arbitration, or legal, administrative, or other proceeding or governmental investigation pending or threatened against or affecting the Purchased Assets or the business and franchise operations of MM.

F. Neither the execution nor the delivery of this Agreement nor the consummation of the transaction contemplated in this agreement will constitute (i) a default or an event that would, with notice or lapse of time or both, constitute a default under, or violation or breach of, Company's or Seller's articles of incorporation or bylaws, or any indenture, license, lease, franchise, mortgage, instrument, or other agreement to which any of Selling Parties is a party or by which they or the properties of Company or Seller may be bound; or (ii) an event that would permit any party to any agreement or instrument to terminate it or to accelerate the maturity of any indebtedness or other obligation of Company and Seller; or (iii) an event that would result in the creation or imposition of any lien, charge, or encumbrance on any asset of Company or Seller, including the Purchased Assets.

G. Company and Seller, and each of them, has good and marketable title to all its assets and properties, including the Purchased Assets described in the exhibits to this Agreement, free and clear of all liens, encumbrances, equities, conditional sales contracts, security interests, charges, and restrictions.

In rendering their opinion, counsel for Selling Parties may rely on certificates of officers and directors of Company and Seller as to factual matters, certificates of public officials, and opinions of associate counsel approved by Purchaser.

9.6 <u>Absence of Litigation</u>. No action, suit, or proceeding before any court or any governmental body or authority, pertaining to the transaction contemplated by this Agreement or to its consummation, shall have been instituted or threatened on or before the Closing Date.

9.7 Letter Regarding Changes. Purchaser shall have received from Michael Cronin, the Selling Parties' chief financial officer a letter, dated the Closing Date, stating that on the basis of a limited review (not an audit) of the latest available accounting records of Company and Seller, consultations with other responsible officers of Company and Seller, and other pertinent inquiries that he may deem necessary, he has no knowledge or reason to suspect that during the period from December 31, 1999, to March 30, 2000, there was any change in the financial condition or results of operations of MM, Company or Seller, except changes incurred in the ordinary and usual course of their respective businesses during that period that in the aggregate are not materially adverse, and any other changes or transactions contemplated by this Agreement. For the purposes of that letter, "materially adverse" shall be deemed to be an increase in liabilities equal to or greater than Ten Thousand Dollars ($10,000.00) without a corresponding increase in assets, or a reduction in monthly operating revenue during that period of Ten Thousand Dollars ($10,000.00) or more.

9.8 Corporate Approval. The execution and delivery of this Agreement by Company and Seller, and the performance of their covenants and obligations under it, shall have been duly authorized by all necessary corporate action, and Purchaser shall have received copies of all resolutions pertaining to that authorization, certified respectively by the secretaries of Company and Seller.

9.9 Franchise Tax Board Clearance. Purchaser shall have received corporation tax clearance certificates, as of a date not more than five (5) days before the Closing Date, of the California Franchise Tax Board, Colorado Department of Revenue and the Washington Department of Revenue for both Company and Seller.

9.10 Employment Development Department Release. Purchaser shall have received a Certificate of Release from the California Employment Development Department stating that, as of a date not more than five (5) days before the Closing Date, no contributions, interest, or penalties are due to the Employment Development Department from MM, Company or Seller.

9.11 Sales and Use Tax on Prior Sales. The Selling Parties agrees to furnish to Purchaser a clearance certificate from the California Board of Equalization and any related certificates that Purchaser may reasonably request as evidence that all sales and use tax liabilities of MM, Company and/or Seller accruing before the Closing Date have been fully satisfied or provided for.

9.12 Consents. All necessary agreements and consents of any parties to the consummation of the transactions contemplated by this Agreement, or otherwise pertaining to the matters covered by it, shall have been obtained by Selling Parties and delivered to Purchaser.

9.13 Approval of Documentation. The form and substance of all certificates, instruments, opinions, and other documents delivered to Purchaser under this Agreement shall be satisfactory in all reasonable respects to Purchaser and its counsel.

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10. Conditions Precedent to Selling Parties Performance. The obligations of the Selling Parties to sell and transfer the Purchased Assets under this Agreement are subject to the satisfaction, at or before the Closing, of all the following conditions. The Selling Parties may waive any or all of these conditions in whole or in part without prior notice; provided, however, that no such waiver of a condition shall constitute a waiver by the Selling Parties of any of their other rights or remedies, at law or in equity, if Purchaser should be in default of any of its representations, warranties, or covenants under this Agreement.

10.1 .Accuracy of Purchaser's Representations and Warranties. All representations and warranties by Purchaser contained in this agreement or in any written statement delivered by Purchaser under this Agreement shall be true on and as of the Closing Date as though such representations and warranties were made on and as of that date.

10.2 Purchaser's Performance. Purchaser shall have performed and complied with all covenants and agreements and satisfied all conditions that it is required by this Agreement to perform, comply with, or satisfy, before or at the Closing.

10.3 Opinion of Purchaser's Counsel. Purchaser shall have furnished the Selling Parties with an opinion, dated the Closing Date, of Jerry J. Goldstein, counsel for Purchaser, in form and substance satisfactory to the Selling Parties and their counsel, to the effect that:

A. Purchaser is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of California and has all requisite power under the California Corporations Code to perform its obligations under this Agreement;

B. All proceedings required by law or by the provisions of this Agreement to be taken by Purchaser on or before the Closing Date, in connection with the execution and delivery of this agreement and the consummation of the transactions contemplated by this Agreement, have been duly and validly taken;

C. Purchaser has the power and authority under the California Corporation's Code to acquire the Purchased Assets for the consideration set forth in this Agreement;

D. Every consent, approval, authorization, or order of any court or governmental agency or body that is required for the consummation by Purchaser of the transactions contemplated by this Agreement has been obtained and will be in effect on the Closing Date;

E. The promissory note of Purchaser to be delivered at the Closing has been duly executed and, when delivered as provided in this Agreement, will constitute legal, valid, and binding obligations of Purchaser, enforceable in accordance with their terms except as limited by bankruptcy laws, insolvency laws, and other similar laws affecting the rights of creditors generally;

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F. Purchaser's Class III Convertible Interests to be issued and delivered under this Agreement will be, when delivered, validly issued, and nonassessable; and,

G. The consummation of the transactions contemplated by this Agreement does not violate or contravene any provision of any charter, provision of its operating agreement, or resolution of Purchaser or of any indenture, agreement, judgment, or order to which Purchaser is a party or by which Purchaser is bound.

In rendering his opinion, counsel for Purchaser may rely on certificates of governmental authorities and on opinions of associate counsel.

10.4 Purchaser's Approval. The Managers and holders of one hundred percent (100%) of the Class I Investment Membership Interests and of the Class II Manager's Membership Interest of Company, constituting all such Membership Interests, shall have duly authorized and approved the execution and delivery of this Agreement and all corporate action necessary or proper to fulfill Purchaser's obligations to be performed under this Agreement on or before the Closing Date.

10.5 Absence of Litigation. No action, suit, or proceeding before any court or any governmental body or authority, pertaining to the transaction contemplated by this agreement or to its consummation, shall have been instituted or threatened on or before the Closing Date.

11. Selling Parties' Obligations at Closing. At the Closing, the Selling Parties shall deliver or cause to be delivered to Purchaser the following:

11.1 Assignments of all leaseholds, properly executed and acknowledged by the Selling Parties, and accompanied by all consents of lessors required by this Agreement and the leases being assigned; and

11.2 Instruments of assignment and transfer of the Purchased Assets, including, but not limited to, all their interest in , and rights under, all MM (i) franchising rights, (ii) franchising agreements, (iii) royalty agreements, (iv) development agreements, (v) trademarks, (vi) copyrights, (vii) trade names, (viii) logos, (ix) vendor contracts, (x) rebate programs, (xi) marketing funds, (xii) licenses, and (xiii) any and all other assets, materials and property, tangible or intangible, necessary to or used in the franchising operations of MM, except as expressly excluded in an exhibit to this Agreement.

Simultaneously with the consummation of the transfer, the Selling Parties, through their officers, agents, and employees, will put Purchaser into full possession and enjoyment of all properties and assets to be conveyed and transferred by this Agreement.

Selling Parties, at any time before or after the Closing Date, will execute, acknowledge, and deliver any further deeds, assignments, conveyances, and other assurances, documents, and instruments of transfer, reasonably requested by Purchaser, and will take any other action consistent with the terms of this Agreement that may reasonably be requested by Purchaser for the purpose of assigning, transferring, granting, conveying, and confirming to Purchaser, or reducing to possession, any or all property to be conveyed and transferred under this Agreement. If requested by Purchaser, the Selling Parties, and each of them, further agree to prosecute or otherwise enforce in their own name for the benefit of Purchaser any claims, rights, or benefits that are transferred to Purchaser under this Agreement and that require prosecution or enforcement in Company's or Seller's name. Any prosecution or enforcement of claims, rights, or benefits under this paragraph 11.2 shall be solely at Purchaser's expense, unless the prosecution or enforcement is made necessary by a breach of this Agreement by any of the Selling Parties.

12. Purchaser's Obligations at Closing. At the Closing, Purchaser shall deliver to the Selling Parties the following instruments and documents against delivery of the items specified in paragraph 11::

12.1. A bank cashier's check, or bank wire transfer of funds, in the amount of Two Million Five Hundred Thousand Dollars ($2,500,000.00), less the amount of the Trust Funds deposited with Purchaser's Counsel as provided in paragraph 2.2 hereof;

12.2 Purchaser's promissory note dated the Closing Date, in the principal amount of Two Hundred Thousand Dollars ($200,000.00) in the form attached hereto as Exhibit Q ("Purchaser's Note");

12.3 $800,000 in Class III Convertible Interests of Purchaser (the "Class III Interests") in the form attached hereto as Exhibit R.

12.4 An opinion of Purchaser's counsel, dated the Closing Date, as provided for in paragraph 10.3 hereof;

12.5 Certified resolutions of Purchaser's managers, in form satisfactory to counsel for Selling Parties, authorizing the execution and performance of this Agreement and all actions to be taken by Purchaser under this Agreement;

12.6 A certificate executed by one of the managers of Purchaser certifying that all Purchaser's representations and warranties under this Agreement are true as of the Closing Date, as though each of those representations and warranties had been made on that date;

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13. Selling Parties' Obligations After Closing.:

13.1 Selling Parties' Indemnity.

A. Company and Seller, and each of them, shall, jointly and severally, indemnify, defend, and hold harmless Purchaser against and in respect of any and all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties, and reasonable attorneys' fees, that Purchaser shall incur or suffer, that (i) arise, result from, or relate to, the Purchased Assets or the business and franchise operations of MM which arise from such operations prior to the Closing Date, or (ii) arise, result from, or relate to any breach of, or failure by Selling Parties to perform, any of their representations, warranties, covenants, or agreements in this Agreement or in any schedule, certificate, exhibit, or other instrument furnished or to be furnished by Selling Parties under this Agreement. Company's and Seller's liability under this paragraph 13.1 shall not, however, exceed the aggregate amount of Four Million Dollars ($4,000,000.00). Notwithstanding any other provision of this Agreement, Company and Seller shall not be liable to Purchaser on any warranty, representation, or covenant made by Selling Parties in this Agreement, or under any of their indemnities in this Agreement, regarding any single claim, loss, expense, obligation, or other liability that does not exceed Ten Thousand Dollars ($10,000.00); provided, however, that when the aggregate amount of all such claims, losses, expenses, obligations, and liabilities not exceeding Ten Thousand Dollars ($10,000.00) each reaches Forty Thousand Dollars ($40,000.00), Company and Seller shall, subject to the above limitation on their maximum aggregate liability, thereafter be liable in full for all those breaches and indemnities and regarding all those claims, losses, expenses, obligations, and liabilities.

B. In computing the amount to be paid by Company and Seller under their indemnity obligations, there shall be deducted an amount equal to any tax benefits actually received by Purchaser, taking into account the income tax treatment of the receipt of these payments.

C. Purchaser shall promptly notify Company and Seller of the existence of any claim, demand, or other matter to which Company's and Seller's indemnification obligations would apply, and shall give them a reasonable opportunity to defend the same at their own expense and with counsel of their own selection; provided that Purchaser shall at all times also have the right to fully participate in the defense at its own expense. If Company and Seller shall, within a reasonable time after this notice, fail to defend, Purchaser shall have the right, but not the obligation, to undertake the defense of, and to compromise or settle (exercising reasonable business judgment), the claim or other matter on behalf, for the account, and at the risk, of Company and Seller. If the claim is one that cannot by its nature be defended solely by Company and Seller (including, without limitation, any federal or state tax proceeding), then Purchaser shall make available all information and assistance that Company and Seller may reasonably request.

13.2 Selling Parties' Competition. In consideration for the payment by Purchaser of Purchaser Price, as more fully described in paragraph 5 hereof, Company and Seller, and each of them, agrees that they will not, at any time prior to the payoff of the Amresco financing, directly or indirectly engage in, or have any interest in any person, firm, corporation, or business (whether as an employee, officer, director, agent, security holder, creditor, consultant, or otherwise) that engages in any activity in any of the counties in the State of California, California, which activity is the same as, similar to, or competitive with any activity now engaged in through the operation of MM by Company and Seller (or any successor or successors of either) in any of these counties or cities so long as Purchaser shall engage in this activity in such county.

Company and Seller, and each of them, further agree not to divulge, communicate, use to the detriment of Purchaser or for the benefit of any other person or persons, or misuse in any way, any confidential information or trade secrets of Company and/or Seller used in or related to the business and franchise operation of MM, including personnel information, secret processes, know-how, customer lists, recipes, formulas, or other technical data.

13.3 Use of Name. Company and Seller, and each of them, agree that after the Closing Date they shall not use or employ in any manner directly or indirectly Mountain, Mike's, or Mountain Mike's Pizza.

14. Purchaser's Obligations After Closing.

14.1 Purchaser's Indemnity. Purchaser agrees to indemnify, defend and hold harmless Company and Seller, and each of them, against, and in respect of, any and all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties, and reasonable attorneys' fees, that Company and Seller may incur or suffer, that (i) arise, result from, or relate to, the business and franchise operations of MM which arise from and after the Closing Date, or (ii) arise, result from, or relate to Purchaser's breach of or failure to perform any of its warranties, covenants, guaranties, commitments, or agreements in this Agreement, by reason of any act or omission of Purchaser, or any of its successors or assigns, from and after the Closing Date, that constitutes a breach or default under, or a failure to perform, any obligation, duty, or liability of any of the Selling Parties under any loan agreement, lease, contract, order, or other agreement to which it is a party or by which it is bound at the Closing Date, but only to the extent to which Purchaser expressly assumes these obligations, duties, and liabilities under this Agreement. Purchaser's liability under this paragraph 14.1 shall not, however, exceed the aggregate amount of One Hundred Thousand Dollars ($100,000.00). Notwithstanding any other provision of this Agreement, Purchaser shall not be liable to Company or Seller on any warranty, representation, or covenant made by Purchaser in this Agreement, or under any of its indemnities in this Agreement, regarding any single claim, loss, expense, obligation, or other liability that does not exceed Ten Thousand Dollars ($10,000.00); provided, however, that when the aggregate amount of all such claims, losses, expenses, obligations, and liabilities not exceeding Ten Thousand Dollars ($10,000.00) each reaches Forty Thousand Dollars ($40,000.00), Purchaser shall, subject to the above limitation on their maximum aggregate liability, thereafter be liable in full for all those breaches and indemnities and regarding all those claims, losses, expenses, obligations, and liabilities.

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A. In computing the amount to be paid by Purchaser under its indemnity obligations, there shall be deducted an amount equal to any tax benefits actually received by Company and Seller, or either of them, taking into account the income tax treatment of the receipt of these payments.

B. Company and Seller shall promptly notify Purchaser of the existence of any claim, demand, or other matter to which Purchaser's indemnification obligations would apply, and shall give it a reasonable opportunity to defend the same at its own expense and with counsel of its own selection; provided that Company and Seller shall at all times also have the right to fully participate in the defense at their own expense. If Purchaser shall, within a reasonable time after this notice, fail to defend, Company and Seller, and each of them, shall have the right, but not the obligation, to undertake the defense of, and to compromise or settle (exercising reasonable business judgment), the claim or other matter on behalf, for the account, and at the risk, of Purchaser. If the claim is one that cannot by its nature be defended solely by Purchaser (including, without limitation, any federal or state tax proceeding), then Company and Seller, and each of them, shall make available all information and assistance that Purchaser may reasonably request.

15. Publicity; Notice to Franchisees.

15.1 All notices to third parties and all other publicity concerning the transactions contemplated by this Agreement shall be jointly planned and coordinated by and between Purchaser and the Selling Parties. No party shall act unilaterally in this regard without the prior written approval of the others; however, this approval shall not be unreasonably withheld.

15.2 Prior to the Closing, Purchaser and the Selling Parties shall jointly prepare and approve a notice to the MM franchisees which such notice shall notify the franchisees (i) the business and franchise operations of MM have been sold to Purchaser, (ii) in accordance with the provisions of the franchise agreements, as part of the sale the Selling Parties have assigned all right, title and interest in and to such franchise agreements to Purchaser, (iii) all franchise fees and royalty payments which accrue prior to the Closing Date will be due and payable to the Selling Parties as provided in the franchise agreements, (iv) all franchise fees and royalty payments which accrue on or after the Closing Date will be due and payable to Purchaser, in accordance with the provisions of the franchise agreements, and (v) introducing the new officers and employees of Purchaser.

16. Costs and Expenses.

16.1 Finder's or Broker's Fees. Each party represents and warrants that it has dealt with no broker or finder in connection with any transaction contemplated by this agreement, and, as far as it knows, no broker or other person is entitled to any commission or finder's fee in connection with any of these transactions. Selling Parties and Purchaser each agree to indemnify and hold harmless one another against any loss, liability, damage, cost, claim, or expense incurred by reason of any brokerage, commission, or finder's fee alleged to be payable because of any act, omission, or statement of the indemnifying party.

16.2 Expenses. Each party shall pay all costs and expenses incurred or to be incurred by it in negotiating and preparing this agreement and in closing and carrying out the transactions contemplated by this agreement, including each party's respective legal, accounting and other costs and expenses.

16.3 Sales and Use Taxes. Selling Parties shall pay all sales and use taxes arising out of the transfer of the Purchased Assets and shall pay their portion, prorated as of the Closing Date, of state and local real and personal property taxes of the MM business. Purchaser shall not be responsible for any business, occupation, withholding, or similar tax, or any taxes of any kind related to any period before the Closing Date.

17. Nature and Survival of Representations and Obligations. No representations or warranties whatever are made by any party, except as specifically set forth in this Agreement, or in an instrument, certificate, opinion, or other writing provided for in this Agreement. All statements contained in any of these instruments, certificates, opinions, or other writings shall be deemed to be representations and warranties under this Agreement. Except as provided in this paragraph 17, the representations, warranties, and indemnities made by the parties in this Agreement or in instruments, certificates, opinions, or other writings provided for in the covenants and agreements to be performed or complied with by the respective parties under it before the Closing Date, shall be deemed to be continuing and shall survive the Closing, but shall expire on the fifth (5^{th}) anniversary date following the Closing Date, unless a specific claim in writing with respect to these matters shall have been made, or an action at law or in equity shall have been commenced or filed, before this anniversary date. Nothing in this paragraph shall affect the obligations and indemnities of the parties with respect to covenants and agreements contained in this Agreement that are permitted to be performed, in whole or in part, after the Closing Date. Notwithstanding the foregoing, the representations set forth in paragraph 3.1 (Organization and Standing), 3.2 (Corporate Power; Authorization), 3.1 (Title to Assets), 4.1 (Organization and Standing) and 4.3 (Corporate Power; Authorization) shall survive the Closing Date indefinitely, and the representations set forth in paragraphs 3.7 (Tax Returns and Audits) shall expire until the expiration of the applicable statute of limitations with respect thereto.

18. Purchaser, Company and Seller, and each of them, acknowledge that AMRESCO Commercial Finance, Inc. ("***Amresco***"), Purchaser's lending institution, is a third party beneficiary to this Agreement and is entitled to enforce its rights hereunder as if actually a party hereto.

19. Miscellaneous.

19.1 Notices.

A. Unless otherwise provided herein, any notice, demand, consent, offer, acceptance, approval, request, election, certification, request, waiver, notice or other communication required or permitted to be given pursuant to this Agreement (hereinafter collectively referred to as a "Notice"), shall be deemed given only if in writing and either (i) delivered personally (with receipt acknowledged); (ii) sent by certified or registered mail, or for overnight delivery, postage and fees prepaid, return receipt requested; (iii) delivered to Federal Express, United Parcel Service, D.H.L. WorldWide Express, or Airborne Express, for overnight delivery, charges prepaid or charged to the sender's account; (iv) when transmitted by electronic means, and such transmission is electronically confirmed as having been successfully transmitted; or (v) when delivered to the home or office of a recipient in the care of a person whom the sender has reason to believe will promptly communicate the notice to the recipient. Each such Notice shall be addressed as follows:

COMPANY:	Jreck Subs Group, Inc. 2101 WSR 434 Suite 100 Longwood, FL 32779
With copies to:	Eric Swartz, Esq. The Swartz Law Firm 240 Washington St. Watertown, NY 13601
SELLER:	Admiral Fleet, Inc. 2101 WSR 434 Suite 100 Longwood, FL 32779
With copies to:	Eric Swartz, Esq. The Swartz Law Firm 240 Washington St. Watertown, NY 13601
PURCHASER	Concept Acquisitions, LLC 1762 Coco Plum Longwood, FL 32779
With copies to:	Law Offices of Jerry J. Goldstein 28771 La Siena Laguna Niguel, CA 92677

B. A Notice must be addressed to a each party at such party's last known address. A Notice delivered personally will be deemed given only when acknowledged in writing by the Person to whom it is delivered. A Notice sent by mail will be deemed given three (3) business days after it is mailed. Any Party may designate, by Notice, in accordance with the provisions of this paragraph 18.1, to all of the others, substitute addresses and/or addressees for Notices; and, thereafter, Notices are to be directed to those substitute addresses and/or addressees.

19.2 Parties.

A. Parties in Interest. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties to it and their respective successors and assigns, nor is anything in this agreement intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over against any party to this Agreement.

B. Assignment. This Agreement shall be binding on, and shall inure to the benefit of, the parties to it and their respective heirs, legal representatives, successors, and assigns; provided, however, that no assignment by Purchaser shall relieve Purchaser of any of its obligations or duties under this Agreement

19.3. Successors and Assigns. Successors and Assigns. Except as otherwise expressly provided herein, the provisions hereof shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors and administrators of the parties hereto.

19.4 Governing Law. This Agreement shall be governed by, and construed in accordance and the United States without regard to conflicts of laws provisions thereof and without regard to the United Nations Convention on Contracts for the International Sale of Goods.

19.5 Waivers and Amendments. The rights and obligations of the parties under this Agreement may be amended, waived or discharged (either generally or in a particular instance, either retroactively or prospectively, and either for a specified period of time or indefinitely) only by a written instrument effecting such amendment, waiver or discharge signed by Company, Seller and Purchaser.

19.6 Effect of Headings. The subject headings of the paragraphs and subparagraphs of this Agreement are included for convenience of reference only and shall not affect the construction or interpretation of any of its provisions.

19.7 Severability of this Agreement. If any provision of this Agreement shall be determined to be invalid, illegal or unenforceable by any court of final jurisdiction, it is the intent of the parties that all other provisions of this Agreement be construed to remain fully valid, enforceable, and binding on the parties.

19.8 Delays or Omissions. It is agreed that no delay or omission to exercise any right, power or remedy accruing to any party upon any breach or default of any other party under this Agreement shall impair any such right, power or remedy, nor shall it be construed to be a waiver of any such breach or default, or any acquiescence therein, or of any similar breach or default thereafter occurring; nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. It is further agreed that any waiver, permit, consent or approval of any kind or character of any breach or default under this Agreement, or any waiver of any provisions or conditions of this Agreement must be in writing and shall be effective only to the extent specifically set forth in writing and that all remedies, either under this Agreement, by law or otherwise, shall be cumulative and not alternative.

19.9 Specific Performance and Waiver of Rescission Rights. Each party's obligation under this Agreement is unique. If any party should default in its obligations under this Agreement, the parties each acknowledge that it would be extremely impracticable to measure the resulting damages; accordingly, the nondefaulting party or parties, in addition to any other available rights or remedies to which they may be entitled,, may sue in equity for specific performance, and the parties each expressly waive the defense that a remedy in damages will be adequate. Notwithstanding any breach or default by any of the parties of any of their respective representations, warranties, covenants, or agreements under this Agreement, if the purchase and sale contemplated by it shall be consummated at the Closing, each of the parties waives any rights that it or they may have to rescind this Agreement or the transaction consummated by it; provided, however, that this waiver shall not affect any other rights or remedies available to the parties under this Agreement or under the law.

19.10 Recovery of Litigation Costs. If any legal action or any arbitration or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled.

19.11 Entire Agreement; Modification; Waiver. This Agreement and the Exhibits hereto, constitute the full and entire understanding and agreement among the parties with respect to the subject matter contained herein and therein, s hereof and thereof and supersedes all prior and contemporaneous agreements, representations, and understandings of the parties, whether oral or written. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by all the parties hereto. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

19.12 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

19.13 Termination. Subject to the provisions of paragraph 2.1 hereof relating to the postponement of the Closing Date, any party may prior to the Closing terminate this Agreement, without liability to any other:

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A. By Purchaser. Purchaser may, at its option, in its sole and absolute discretion, terminate this Agreement and the transactions contemplated hereby at any time prior to the payment to Seller of the Closing Payment in the amount of Two Million Five Hundred Thousand Dollars ($2,500,000.00), as provided in paragraph 5.2 B hereof, by providing to Selling Parties written notice of its election to so terminate this Agreement. Upon termination of this Agreement by Purchaser, Selling Parties shall refund to Purchaser the Down Payment in the amount of Five Hundred Thousand Dollars ($500,000.00) previously paid to Selling Parties by Purchaser, as provided in paragraph 5.2A hereof, by payment to Purchaser, at the option of Selling Parties, in their sole and absolute discretion, either (i) in cash or (ii) as evidenced by a promissory note with interest thereon at ten percent (10%) per annum, the entire sum of principal and interest payable no later than six (6) months from the date of the notice of termination from Purchaser to Selling Parties.

B. By Selling Parties. Company and Seller, or either of them, may, at their option, in their sole and absolute discretion, terminate this Agreement and the transactions contemplated hereby at any time prior to receipt by the Selling Parties of the Closing Payment. Upon termination of this Agreement by Selling Parties, or either of them, Selling Parties shall immediately pay to purchaser the sum of Six Hundred Thousand Dollars ($600,000.00) in cash.

C. Defaults Permitting Termination. If either Purchaser or Selling Parties materially default in the due and timely performance of any of their or their warranties, covenants, or agreements under this Agreement, the nondefaulting party or parties may on the Closing Date give notice of termination of this agreement, in the manner provided in paragraph 18.1 hereof. The notice shall specify with particularity the default or defaults on which the notice is based. The termination shall be effective five days after the Closing Date, as such Closing Date has been extended by agreement among the parties, unless the specified default or defaults have been cured on or before this effective date for termination.

19.14 Further Actions; Assurances. Each of the Parties hereby agrees that such Party shall hereafter promptly execute and deliver any and all additional documents, certificates, instruments notices, and other assurances, and shall do any and all other acts and things reasonably necessary in connection with the performance of their respective obligations under this Agreement and to carry out the intent of the parties to this Agreement.

19.15 Time is of the Essence. Time is of the essence of every provision of this Agreement that specifies a time for performance.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Asset Purchase Agreement as of the day and year first above written.

COMPANY: **JRECK SUBS GROUP, INC.,**
a Colorado corporation

(Corporate Seal)

By: ______________________________
Name: Christopher M. Swartz
Title: Chief Executive Officer and President

SELLER: **ADMIRALS FLEET, INC.,**
a Washington corporation

(Corporate Seal)

By: ______________________________
Name: Christopher M. Swartz
Title: Chief Executive Officer and President

Approval as to form: Law Offices of

By ______________________________
Name: Eric Swartz
Attorney for Company and Seller

PURCHASER: **CONCEPT ACQUISITIONS GROUP, LLC**
a California limited liability company

By: ______________________________
Name: Steven Strauss
Title: Manager

Approval as to form: Law Offices of Jerry J. Goldstein

By: ______________________________
Name: Jerry J. Goldstein
Attorney for Purchaser

IN WITNESS WHEREOF, the parties hereto have duly executed this Asset Purchase Agreement as of the day and year first above written.

COMPANY:

JRECK SUBS GROUP, INC.,
a Colorado corporation

(Corporate Seal)

By: ______________________________
Name: Christopher M. Swartz
Title: Chief Executive Officer and President

SELLER:

ADMIRALS FLEET, INC.,
a Washington corporation

(Corporate Seal)

By: ______________________________
Name: Christopher M. Swartz
Title: Chief Executive Officer and President

Approval as to form:

Law Offices of

By ______________________________
Name: Eric Swartz
Attorney for Company and Seller

PURCHASER:

CONCEPT ACQUISITIONS GROUP, LLC
a California limited liability company

By: ______________________________
Name: Steven Strauss
Title: Manager

Approval as to form:

Law Offices of Jerry J. Goldstein

By: ______________________________
Name: Jerry J. Goldstein
Attorney for Purchaser

EXHIBIT "H"

TRADE NAMES, COPY RIGHTS, AND TRADEMARKS

Registration No.	Date	Mark	Owner of Record
2,004,536	10/1/96	Mountain Mike's Pizza	Admiral's Fleet, Inc.
1,716,963	9/15/92	Mountain Mike's	Admiral's Fleet, Inc.
1,716,962	9/15/92	Mountain Mike's	Admiral's Fleet, Inc.
2,174,312	7/21/98	Pizza The Way It Oughta Be	Admiral's Fleet, Inc.

ASSIGNMENT AND BILL OF SALE

THIS ASSIGNMENT and **BILL OF SALE** is effective as of the 28th day of April, 2000, by and among Jreck Subs Group, Inc., a Colorado corporation, having its principal place of business at 2101 WSR 434, 100, Longwood, Florida 32779 ("Jreck"), Admiral's Fleet, Inc., a Washington corporation, having its principal place of business at 2101 WSR 434, 100, Longwood, Florida 32779 ("Admiral" and, together with Jreck, hereinafter collectively referred to as "**SELLERS**"), and Concept Acquisitions, LLC, a California limited liability company, having its principal place of business at 6345 Balboa Boulevard, BLDG 1, Suite 200, Encino, California 91316 ("PURCHASER").

RECITALS

A. **WHEREAS, SELLERS** have acquired the business of operating regional restaurant franchise operations under the name "Mountain Mike's Pizza" ("MM"); and

B. **WHEREAS, SELLERS** are the owner of the franchise rights to MM (the "Franchise Rights"); and

C. **WHEREAS, PURCHASER** is desirous of acquiring all rights, title and interest in and to the Franchise Rights; and

D. **WHEREAS, SELLERS** and **PURCHASER** have entered into that certain Asset Purchase Agreement dated March 31, 2000 pursuant to which **SELLERS** are selling to **PURCHASER** all of **SELLERS'** right, title and interest in and to the assets of MM at a closing (the "Closing") to be held on the closing date (the "Closing Date") as more fully described in the Asset Purchase Agreement.

NOW, THEREFORE, for good and adequate consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, **SELLERS** do hereby assign, transfer, convey and sell to **PURCHASER** all rights, title and interest as **SELLERS** may possess, in and to the following:

(1) All MM Franchising Rights, including the franchising rights for future Mountain Mike's Pizza restaurants;

(2) All (i) Franchisee Agreements and associated rights of all existing Mountain Mike's Pizza Restaurants and (ii) the Royalty Agreements of all existing Mountain Mike's Pizza Restaurants as more fully described on Schedule "A" attached hereto;

(3) All of the Development Agreements held by (i) Franchise Management Corp. of Northern California, (ii) John E. and Ann M. Maddox; (iii) MJK Holdings, LLC; and (iv) Alex Golshinara;

(4) All patents, patent applications, trademarks, servicemarks, copyrights, trade names, logos, trade secrets, proprietary information, intellectual property, and associated materials in use in the operation of the Mountain Mike's Pizza chain, as more fully described in Schedule "F" attached hereto;

(5) All furniture, fixtures and equipment located in the Mountain Mike's Pizza offices located at 4214 N. Freeway Blvd., Ste 6, Sacramento, CA 95834;

(6) All of the Vendor Contracts on behalf of Mountain Mike's Pizza Restaurant franchise operations as more fully described on Schedule "B" attached hereto;

(7) All of the Rebate Programs and associated rebate funds paid or accruing from the Closing Date, including a prorated portion of funds collected prior to the Closing which cover post-Closing periods, as more fully described on Schedule "C" attached hereto.

(8) All Advertising and Marketing Funds held on account for Mountain Mike's Pizza Franchisees as more fully described on Schedule "D" attached hereto;

(9) All Advertising and Marketing Funds held on account for Mountain Mike's Franchisee Cooperatives, as more fully described on Schedule "E" attached hereto.

(10) All receivables carried on the books of the Mountain Mike's Pizza Division on the Closing Date;

(11) All Mountain Mike's bank accounts, including, but not limited to, the accounts held at Wells Fargo Bank, as more fully described in Schedule "H" attached hereto;

(12) All licenses on behalf of Mountain Mike's Pizza Restaurant Franchise Operations as more fully described in Schedule "F" attached hereto;

(13) Any and all other assets, materials, work in process, finished goods, equipment, machinery, furniture, fixtures, motor vehicles, claims and rights under leases, contracts, notes, evidences of indebtedness, purchase and sales orders, royalty rights, deposits, rights and claims to refunds and adjustments of any kind, and property, tangible or intangible, necessary to or used in the franchising operations of Mountain Mike's Pizza Restaurant franchise operations, except as expressly excluded in Schedule "H" attached hereto;

together with the goodwill associated with the Mountain Mike's Pizza restaurant franchise operations and the tangible and intangible assets set forth hereinabove.

Executed at Longwood, Florida this 27th day of April, 2000.

SELLERS:

JRECK SUBS GROUP, INC.
a Colorado Corporation

By: [signature]
Name: Christopher W. Swartz
Title: Chief Executive Officer and President

ADMIRAL'S FLEET, INC.
a Washington Corporation

By: [signature]
Name: Christopher W. Swartz
Title: Chief Executive Officer

PURCHASER:

CONCEPT ACQUISITIONS, LLC
a California Limited Liability Company

By: [signature]
Name: Brad Gordon
Title: Manager and President

Schedule A

MOUNTAIN MIKE'S PIZZA
FRANCHISE LOCATIONS (ALPHABETICALLY)
04/10/2000

* :ransfer Date
DA = Date Franchise Agreement Registered
EXP= Date Franchise Agreement Expired
R = Renewal

	Location	Phone #	Owner	Area Developer	DO/DA
1.	**ANGEL'S CAMP** (132) 250 South Main Street Angels Camp, CA 95222 **Mail/Home:** 2076 Rapunzel Ct. Oakdale, CA 95361	**(209) 736-1356**	MADMAC Management Group, Inc Patrick McKee John Maddox	John Maddox	07-03-98 EXP: 2013 **Maddox**
2.	**ANTIOCH** (100) 3612 Lone Tree Way Antioch, CA 94509 **Home: Brian** 291 Bayview Drive Oakley, CA 94561 **Home: Arthur** 2525 Cherry Avenue San Jose, CA 95125	**(925) 757-3080** FAX (925) 757-4967 (925) 625-6042 (408) 264-1326	Brian A. Gallien Arthur G. Gallien Gallien Incorporated **Modem (925)757-4967**	David Laursen	08-29-94 DA:01-94 EXP:2009 **Laursen**
3.	**AUBURN** (85) 5640 Auburn Blvd. Sacramento, CA 95841 **Home:**	**(916) 331-1150** (916) 454-0244	Sukhwinder Kahlon Ranjeet Kahlon Mohinder Singh	David Laursen	03-18-93 *06-21-93 *01-30-96 DA:04-92 EXP:2008 **Laursen**
4.	**BAKERSFIELD** (26) 4200 "A" Stine Road Bakersfield, CA 93313 **Pat:** 8900 Bridle Lane Bakersfield, CA 93311	**(805) 397-5000** FAX (805) 397-5081 (805) 831-9478	Parviz Falahati (Pat)		06-19-86 DA:08-80 R:01-09-96 EXP:2006 **Randy**
5.	**BLOSSOM HILL** (67) 431 Blossom Hill Road San Jose, CA 95123 **Home:** 486 Doyle Rd,#3 San Jose, CA 95129	**(408) 629-3232** (408) 446-9394	Sunny Bhullar		04-30-92 *09-04-92 *02-07-96 DA:04-91 EXP:2007 **Randy**
6.	**BRADSHAW** (89) 3609 Bradshaw Road, Ste L Sacramento, CA 95827 **Hme:** 8204 Aden Way Sacramento, CA 95828	**(916) 366-3609** Fax (916) 366-3135 (916) 682-9059	Balwinder Singh Dulku Kulwinder Kaur Dulku	David Laursen	09-23-93 *02-27-97 DA:04-93 EXP:2008 **Laursen**
7.	**BRENTWOOD** (92) 1185 2nd Street Suite M Brentwood, CA 94513 **Home:** 741 Second Street Brentwood, CA 94513	**(925) 634-4040** FAX (925) 634-4432 (925) 634-1551	Balbir S. Sekhon (Bob) **Modem 925-634-4432**	David Laursen	12-05-94 DA:04-94 EXP:2009 **Laursen**

8.	**CAMDEN/ALMADEN** (11) 6477 Almaden Expressway San Jose, CA 95120 **Home**: 4950 Cherry Ave. #151 San Jose, CA 95118	**(408) 268-6630** FAX (408) 997-8921 NEXT DOOR (408) 448-5192	Abajalo (Jani) Baujasi Ashoor Youkhani		06-18-83 *11-11-84 *12-01-89 *11-17-97 EXP:1999 **Randy**
9.	**CAMINO** (51) 3600-C Carson Rd. Camino, CA 95708 **Home**: 3524 Halcon Road Camino, CA 95709	**(530) 644-6000** (530) 644-6470	Wally Cheplick Linda Cheplick	David Laursen	03-28-90 DA:01-88 EXP:2005 **Laursen**
10.	**CAPITOL/MCKEE** (70) 393 North Capitol Ave. San Jose, CA 95133 **Fini**: 255 W Julian St, #602 San Jose, CA 95110	**(408) 923-1197** (408) 283-0331	Jafar Fini		07-27-92 *05-15-93 DA:04-93 EXP:2008 **Randy**
11.	**CARMICHAEL** (113) 5019 El Camino Avenue Carmichael, CA 95608 **Hm**:	**(916) 486-1010** (916)	Gurmeet "Gary" Bhatia **Modem 916 489 9653**	David Laursen	*07-14-98 06-04-96 DA:04-95 EXP:2011 **Laursen**
12.	**CERES** (137) 1633 E. Hatch Rd. Modesto CA, 95361 **Home**: 8 Willow Glen Oadkale, CA 95361	**(209) 538-8500** (209) 847-7881	D&W Mgmt., Inc. Steve Wikoff Robert Wikoff L. Annamaria Wikoff	John Maddox	11-08-99 EXP: 2014 **Maddox**
..	**CHICO** (36) 1722 Mangrove Ave. Chico, CA 95926 **Mail**: 6170 Bowles Blvd. Paradise, CA 95969	**(530) 893-1923** (530) 872-2554 Fax (530) 872-3388	Robert Dickert	David Laursen	03-07-88 DA:01-88 EXP:2003 **Laursen**
14.	**CITRUS HEIGHTS** (124) 7777 Sunrise Blvd., Suite 3700 Citrus Heights, CA 95610 **Home**: 8101 Granada Lane Loomis, CA 95650	**(916) 728-1111**	David Laursen Terri Laursen **Modem 916-728-2551**	David Laursen	09-15-98 DA:06-98 EXP: 2013 **Laursen**
15.	**CLAIREMONT** (103) 3089 E. Clairemont Dr. Ste. E San Diego, CA 92117 **Hm**: 4007 Henry Street San Diego, CA 92103	**(619) 275-MIKE** FAX: (619) 275-1806 (619) 294-5872	John D. Hade Katherine Feinstein	JD Hade	10-30-95 DA: 09-94 EXP: 2010 **Randy**
16.	**CONCORD #1**(107) 5358 Clayton Road Concord, CA 94521 **Home**:	**(925) 689-4965** FAX (925) 672-0302 (925) 672-0302	Balbir Mann **Modem 925-689-1065**	David Laursen	*02-01-00 04-24-95 DA:09-94 EXP:2010 **Laursen**
17.	**CONCORD #2** (126) 3501 Clayton Road Concord, CA 94519 **Home**:	**(925) 676-9000** (925) 672-0302	Balbir Mann **Modem 925-676-9196**	David Laursen	*02-01-00 04-15-97 DA:04-96 EXP:2012 **Laursen**

18.	**DUBLIN** (128) 8951 San Ramon Road Dublin, CA 94568 **Home:** 902 Bellflower Street Livermore, CA 94550	**(925) 829-1670** FAX (925) 829-1620 (925) 455-9557	Carlos Ratinho Suzann Ratinho **Modem 925-829-1620**	David Laursen	06-30-97 DA:04-96 EXP:2012 **Laursen**
19.	**ELK GROVE** (117) 8690 Elk Grove Blvd., #3 Elk Grove, CA 95624 **Home**: Kamal & Harjeet 10319 Menlo Oak Court Elk Grove, CA 95624 **Home**: Peter Singh 12227 Watersong Lane Wilton, CA 95693	**(916) 685-5107** (916) 686-4367 (916) 687-8879 Work: (209) 473-1040	PKH Associates, L.P. Pindar Singh Kamal Singh Harjeet Singh **Modem 916-685-3562**	David Laursen	12-10-96 DA:04-96 EXP:2011 **Laursen**
20.	**FAIR OAKS/MADISON** (83) 8112 Madison Avenue Fair Oaks, CA 95628 **Home:** 4651 Shadetree Way Sacramento, CA 95842	**(916) 961-4000** Pg.(916)731-0126 (916) 726-9477	Narinder Athwal	David Laursen	12-03-92 DA:04-92 EXP:2007 **Laursen**
21.	**FOLSOM** (134) 1000 East Bidwell Folsom, CA 95762 **Home:**	(916) 983-3331	Eldon Nagel John T Zoslocki Marsha J. Zoslocki	David Laursen	03-25-99 EXP: 2014 **Laursen**
22.	**FREMONT** (12) 3952 Washington Blvd. Fremont, CA 94538 **Home**: 23724 Twin Creek Ct Hayward, CA 94541	**(510) 490-4007** (510) 886-3042	Sachin A. Balram Kamini L. Balram	David Laursen	08-01-83 *10-31-88 *11-06-95 DA:01-88 EXP:2003 **Laursen**
23.	**GERBER ROAD** (57) 7808 Gerber Road Sacramento, CA 95828 **Home**:	**(916) 688-3737** (916)	Larry Conley Mary Conley Troy Conley **Modem 916-688-5007**	David Laursen	07-05-91 *05-99 *04-01-96 DA:04-91 EXP:2006 **Laursen**
24.	**GRASS VALLEY** (3) 151 "D" W.McKnight Way Grass Valley, CA 95945 **Home:** 12425 Ranchero Wy Grass Valley, CA 95949	**(530) 272-9066** Fax (530) 272-9373 (530) 268-8836	Kevin Shroyer Michelle Shroyer **Modem 530 272 9374**	David Laursen	12-21-81 *07-01-96 DA:08-80 R:12-31-91 EXP:2001 **Laursen**
25.	**GREENHAVEN** (130) 7465 Rush River Drive Sacramento, CA 95831 **Home:** 7368 Coe Lane Sacramento, CA 95829-9321	**(916) 429-2929** (916) 682-1634	Richard Boyko Susan Boyko **Modem 916-424-7438**	David Laursen	04-24-98 DA: 06-98 EXP: 2013 **Laursen**
[illegible]	**HAMILTON** (9) 301 E. Hamilton Ave. Campbell, CA 95008 **Home:** 815 Briarwood Way Campbell, CA 95008	**(408) 378-3191** FAX (408) 559-1161 (408) 559-1117 FAX (408) 378-0803	Edward Dawson **Modem 408 378 3546**		11-12-82 DA:12-81 R:11-12-92 EXP:2002 **Randy**

27.	**HOLLISTER** (10) 580 Tres Pinos Rd. Hollister, CA 95023 **Home**: 141 Tierra Delsol Hollister, CA 95023	**(408) 637-5798** (408) 637-4192	Nader Javid Manager: Raza		06-10-83 DA:11-82 R:04-06-93 EXP:2003 **Randy**
28.	**JACKSON** (118) 525-A Highway 49 Jackson, CA 95642 **Home**: 18395 Climas Rd Jackson, CA 95642	**(209) 223-9163** (209) 296-1119	Robin Huggins Rene Ziegler **MOD 209 223 5538**	John Maddox	12-02-96 DA:04-96 EXP:2011 **Maddox**
29.	**LA RIVIERA** (34) 7660 La Riviera Dr. Sacramento, CA 95826 **Home**: 1550 Mendota Way Carmichael, CA 95608	**(916) 383-8300** FAX (916) 383-2180 (916) 483-7344 (916) 442-1248	Tor R. Sutton Lisa C. Sutton **Modem 916-383-2180**	David Laursen	12-16-87 *01/30/97 DA:08-80 R:11-29-96 EXP:2007 **Laursen**
30.	**LIVINGSTON** (72) 1471 B-Street Livingston CA 95334 **Home**: 558 Cedarwood Ct. Los Banos, CA 93635	**(209) 394-4837** (209) 827-0455	Tariq Abedi	John Maddox	*07-01-99 09-26-92 *10-01-97 DA:04-92 EXP:2007 **Maddox**
31.	**LODI** (87) 550 E. South Cherokee Lane Lodi, CA 95240 **Home**: Hossein 394 Boyton Avenue, #B-6 San Jose, CA 95129 **Home**: Hamid 75 Dogwood Lane, Aliso Viejo, CA 92656	**(209) 333-0173** FAX (209) 333-8502 (714) 425-0277	Hossein Fardsalehi Hamid Fardsalehi **Modem 209-333-8502**	David Laursen	03-05-94 *06-09-97 *04-14-98 DA:04-93 EXP:2009 **Laursen**
32.	**LOS GATOS** (13) 430 N. Santa Cruz Ave. Los Gatos, CA 95030 **Ofc Steve**: 960 Stonehurst Wy Campbell, CA 95008 **H Jim**: 16250 Blossom Hill Rd Los Gatos, CA 95032	**(408) 354-5208** FAX (408) 354-9608 (408) 371-4083 (408) 356-2234	Monroe Enterprises,Inc Steven McVay Nancy McVay Jim Johnson Peggy Johnson		02-01-84 DA:11-82 R:05-18-94 EXP:2004 **Randy**
33.	**MACK ROAD** (101) 4623 Mack Road Sacramento, CA 95823 **Home**: 9324 Redwater Drive Sacramento, CA 95842	**(916) 392-6445** FAX (916) 392-6486 (916) 723-0795	P&W Enterprise, Inc. Paulette Williams	David Laursen	07-25-94 DA:01-94 EXP:2009 **Laursen**
34.	**MANTECA** (19) 1120 N. Main Street Manteca, CA 95336 **Hm**: 2017 Baywood View Dr Arnold, CA 95223	**(209) 823-1166** (209) 795-3106	Gareth Adam Dorthy Adam (Manager Dan)	David Laursen	09-21-84 DA:11-82 R:05-25-94 EXP:2004 **Laursen**

35.	**MARINA** (31) 266 Reservation Rd Marina, CA 93933 **Berenji**: 1088 Kentfield Dr Salinas, CA 93901 **Engle**: 331 Quebrada Del Mar Marina, CA 93933	**31) 883-2242** (831) 422-9425 (831) 883-2242	Mehdi & Terri Lew Berenji Robert Todd & Cara Marie Engle		08-21-87 *09-01-91 DA:04-91 EXP:2006 **Randy**
36.	**MARTINEZ** (131) 1160 Arnold Drive, Ste. E Martinex, CA 94553 **Hm**: 5104 Catonzaro Way Antioch, CA 94509	**(925) 229-9090**	Ghulam Ebadi **Modem 925-229-0207**	David Laursen	07-02-98 DA: 5-98 EXP: 2013 **Laursen**
37.	**MEADOW VISTA** (17) 16810 Placer Hills Road Meadow Vista, CA 95722 **Hme**:12425 Ranchero Way Grass Valley, CA 95949	**(530) 878-1865** (530) 268-8836	Kevin Shroyer Michelle Melton- Shroyer **Modem 530-878-1960**	David Laursen	07-29-84 *10-23-97 DA:11-82 R:07-19-93 EXP:2004 **Laursen**
38.	**MODESTO #2** (40) 2720 McHenry Avenue Modesto, CA 95350 **Home**: 12300 HorseshoeRoad Oakdale, CA 95361	**(209) 521-4403** (209)847-1065	John E. Maddox Ann M. Maddox	John Maddox	11-25-88 *07-02-92 *04-01-98 DA:01-88 EXP:2007
39.	**MODESTO #3** (79) 2101 Standiford Ave. Modesto, CA 95350 **Home**: 12300 Horseshoe Rd Oakdale, CA 95361	**(209) 544-2323** (209) 847-1065	John E. Maddox Ann M. Maddox	John Maddox	12-16-92 DA:04-92 EXP:2007 **Maddox**
40.	**MODESTO #4** (109) 3801 Yosemite Blvd. Modesto, CA 95357 **Steve**: 8 Willow Glen Oakdale, CA 95361	**(209) 526-9000** (209) 847-7881	D & W Mgmt, Inc Steve Wikoff Robert Wikoff L. AnnaMaria Wikoff Barbara Wikoff	John Maddox **CDL #21**	04-15-96 DA:04-95 EXP:2011 **Maddox**
41.	**MODESTO #5** (136) 1221. E. Orangeburg Modetso, CA 95350 **Home**: 12300 Horseshoe Road Oakdale, CA 95361	 (209) 529-1555	John E. Maddox Ann M. Maddox	John Maddox	*12-06-99 07-28-88 EXP: 2014 **Maddox**
42.	**MORGAN HILL** (5) 201 Tennant Station Rd. Suite K Morgan Hill, CA 95037 **Home**: 147 Village Circle Morgan Hill, CA 95037	**(408) 779-6900** (408) 779-9471	Beth Allen Merzad Medani		06-11-82 *07-18-99 *06-01-88 *01-23-91 *07-28-92 DA:12-81 EXP:2007 **Randy**

43.	**MOUNTAIN VIEW** (64) 2000 W. El Camino Real Mountain View, CA 94040 **Home**: 419 Green Dale Way San Jose, CA 95129	**(650) 694-7800** FAX (650) 694-4630	Gulzar Chandi Sheetal Chandi		12-16-91 DA:04-91 EXP:2006 **Randy**
44.	**NAGLEE** (90) 2011 Naglee Avenue San Jose, CA 95128 **Home**:	**(408) 280-5070** FAX (408) 280-0862	Jaswinder Bhullar		*11-01-99 *07-07-95 06-28-93 DA:04-93 EXP:2008 **Randy**
45.	**NORTH HIGHLANDS** (47) 6745 Watt Avenue Suite I North Highlands, CA 95660 **Home**: 4651 Shadetree Way Sacramento, CA 95842	**(916) 331-8077** FAX (916) 331-0194 (916) 728-5416	Harnek Athwal	David Laursen	12-02-89 DA:01-88 EXP:2004 **Laursen**
46.	**OAKDALE** (69) 111 S. Maag Avenue Oakdale, CA 95361 **Home**: 12300 Horseshoe Rd. Oakdale, CA 95361	**(209) 847-4701** (209) 847-1065	John & Ann Maddox	John Maddox	08-23-93 DA:04-91 EXP:2008 **Maddox**
47.	**OAKLEY** (48) 2091 Main Street Oakley, CA 94561 **Hm**: 1122 Glenwillow Lane Concord, CA 94521	**(925) 625-0770** FAX (925) 672-7761 (925) 672-1024	Mark Golpa	David Laursen	12-04-89 DA:01-88 EXP:2004 **Laursen**
.	**OREGON** (93) 2640 E Barnett Road Medford, OR 97504 **Home**: 2839 Crystal Dr. Medford, OR 97504	**(541) 779-4599** FAX (503) 779-4110 (541) 734-9117	Richard D. Dixon Virginia Dixon		01-20-94 DA:07-93 EXP:2009 **Mt./Randy**
49.	**PARADISE** (8) 6626 "K" Clarke Rd. Paradise, CA 95969 **Mail**: 6170 Bowles Blvd. Paradise, CA 95969	**(530) 872-1991** (530) 872-2554 Fax (530) 872-3388	Robert Dickert	David Laursen	11-07-82 DA:12-81 R:11-30-92 EXP:2002 **Laursen**
50.	**PLEASANTON** (43) 5424 Sunol Blvd. Ste 8 Pleasanton, CA 94566 **Hm**: 2851 Redwood Pkwy, 501 Vallejo, CA 94591	**(925) 846-3222** (707)557-3850 **Bus**: (707)648-9539	Gurpal S. Dhinsa	David Laursen	03-05-89 *09-05-90 *05-21-93 DA:04-92 EXP:2008 **Laursen**
51.	**RANCHO CORDOVA** (88) 10419 Folsom Blvd Rancho Cordova, CA 95670 **Home**: 262 Anita Way Yuba City, CA 95993	**(916) 363-0393** FAX (916) 363-9545 (916) 671-1087 **Bus**:(916)374-3043	Gurmukh S. Gill Jagjit K. Gill	David Laursen	09-28-93 DA:04-93 EXP:2008 **Laursen**
:	**REDWOOD CITY** (81) 120 El Camino Real Redwood City, CA 94062 **Home**:	**(650) 366-9090** FAX (650) 366-0855	Moscini Pizza, Inc. Curt Moscini Janet Moscini **Modem 650-366-0855**		*11-02-93 DA:04-92 EXP:2008 **Randy**

53.	**RIVERBANK** (112) 6333 Oakdale Road Riverbank, CA 95367 **Home**: 12300 Horseshoe Rd Oakdale, CA 95361	**(209) 869-6200** (209) 847-1065	Maddox Resources, Inc	John Maddox	06-04-96 DA:04-95 EXP:2011 **Maddox**
54.	**ROHNERT PARK** (27) 919 Golf Course Dr. Rohnert Park, CA 94928 **Home**: 141 Tierra Delsol Hollister, CA 95023	**(707) 585-3995** (408) 637-4192	Nader Javid Manager: Yolanda	David Laursen	09-04-86 *10-10-89 *06-14-93 DA:12-81 EXP:2001 **Laursen**
55.	**ROSEVILLE** (91) 361 Roseville Square Roseville, CA 95678 **Home**: 10125 Indian Hill Rd Newcastle, CA 95658	**(916) 784-7999** FAX (916) 784-1015 (916) 663-4046 Mob. Linda 202-5847	David Luis Linda Luis	David Laursen	12-28-93 *11-27-95 DA:04-93 EXP:2008 **Laursen**
56.	**SALINAS #1** (22) 315 E. Alisal Street Salinas, CA 93901 **Home**: 717 Geneva Way Salinas, CA 93907	**(831) 424-5568** (831) 758-2634	Abbie Mehrabi		08-23-85 *09-24-87 *10-01-89 DA:11-82 EXP: Jan 31st 2005 **Randy**
57.	**SALINAS #2** (29) 931 W. Alisal Street Salinas, CA 93912 **Home**: 1088 Kentfield Drive Salinas, CA 93901	**(831) 424-4540** FAX (831) 424-1471 (831) 422-9425	Mehdi (Mike) Terri Lew Berenji		04-15-87 *09-01-91 DA:04-91 EXP:2006 **Randy**
58.	**SALINAS # 3** (54) 1020 North Davis Rd. Salinas, CA 93901 **Home**: 183 Christensen Avenue Salinas, CA 93906	**(831) 757-0444** (831) 449-3813	Steven P. Park Young Ran Park		08-21-91 *06-26-92 *08-01-97 DA:04-91 EXP:2007 **Randy**
59.	**SALINAS # 4** (111) 1670 North Main Street Salinas, CA 93906 **Home**: 976 Foothill Drive San Jose, CA 95123	**(831) 449-9000** Zari Wk (415) 424-3442 (408) 972-9333	Moe Majlessi Zari Majlessi		11-28-95 DA:04-95 EXP:2010 **Randy**
60.	**SAN LEANDRO** (2) 2150 Marina Blvd. San Leandro, CA 94577 **Hm**: 15940 Paseo Largavista San Lorenzo, CA 94580	**(510) 352-5954** (510) 278-2296	Tong Louie Gini Louie	David Laursen	09-01-81 *04-29-85 DA:11-82 R:08-18-95 EXP:2005
61.	**STA. TERESA/COTTLE** (65) 6191 Santa Teresa Blvd. San Jose, CA 95123 **Home**: 486 Doyle Road, #3 San Jose, CA 95129	**(408) 226-5885** (408) 446-9394	Sunny Bhullar		02-12-92 *09-17-93 DA:04-93 EXP:2008 **Randy**

62.	**SHINGLE SPRINGS** (97) 4131 South Shingle Road, #13 Shingle Springs, CA 95682 **Home**: 3823 North Star Court Shingle Springs, CA 95682	**(530) 677-2222** (530) 676-5939	Eldon C. Nagel Norma J. Nagel	David Laursen	04-26-94 *03-17-97 DA:07-93 EXP:2009 **Laursen**
63.	**STEVENS CREEK** (123) 5229 Stevens Creek Blvd. Santa Clara, CA 95051 **Home**: 1815 Concannon Dr Oakley, CA 94561	**(408) 984-0564** FAX (408) 984-0191 (510) 625-1376	Ramin Vameghi Summaya Vameghi **Modem 408 984 0565**		03-26-97 DA:04-96 EXP:2012 **Randy**
64.	**STOCKTON** (120) 1000 Robin Hood Drive Stockton, CA 95207 **Home**: 3917 Carver Road Modesto, CA 95356	**(209) 474-7470** FAX (209)474-0337 (209) 576-8770	Michael Rodarakis **Modem 209-474-0199**	David Laursen	12-23-96 DA:04-96 EXP:2011 **Laursen**
65.	**TRACY** (135) 870 W. Schulte Road Tracy, CA 95376 **Home**: 741 Second Street Brentwood, CA 94513	**(209) 836-4141** (925) 634-1551	Balbir S. Sekhon (Bob)	David Laursen	
66.	**TURLOCK** (110) 2410 Geer Road Turlock, CA 95382 **Home**: 55 N. Daubenberger Turlock, CA 95382	**(209) 632-6400** FAX (209) 632-6647 (209) 634-4114	Don Watson Patricia Watson **Modem 209-632-6647**	John Maddox	04-16-96 DA:04-95 EXP:2011 **Maddox**
	VACAVILLE (104) 645 Elmira Road Vacaville, CA 95687 **Home**: 915 Orchard Drive Dixon, CA 95620	**(707) 451-9854** FAX (707) 451-4617 (916) 693-0460	James Doyle Wood Manager Lynda Kinsey **Modem 707-451-9435**		01-16-96 DA:04-95 EXP:2011 **Randy**
68.	**VALLEJO** (127) 972-D Admiral Callaghan Ln. Vallejo, CA 94591 **Home**: 915 Orchard Drive Dixon, CA 95620	**(707) 642-7536** (916) 693-0460	James Doyle Wood **Modem 707-642-4299**		09-23-97 DA:04-96 EXP:2012 **Randy**
69.	**WALNUT CREEK** (133) 1871 Ygnacio Valley Road Walnut Creek, CA 94598 **Mail:** P.O. Box 721 Clayton, CA 94517-0721	**(925) 937-4411**	Robert Anderson Gloria Anderson Brian Anderson	David Laursern	11-11-98 DA: 08-98 EXP: 2013 **Laursen**
70.	**WATERFORD** (125) 12178 Yosemite Avenue Waterford, CA 95386 **Home**: 13030 Heather Drive Waterford, CA 95386	**(209) 874-5200** (209) 874-4801	Perry Keyes Camaron Keyes **Modem 209-874-5399** Secretary Tiffany:	John Maddox	07-30-97 DA:04-96 EXP:2012 **Maddox**
71.	**WATSONVILLE** (6) 1417 Freedom Blvd. Watsonville, CA 95076 **Home**: 2435 Fenian Drive Campbell, CA 95008	**(408) 728-0411** (408) 866-0787	Victor Esaloo Sargon Benjamin		07-15-82 *06-04-92 *01-10-98 DA:04-91 EXP:2007 **Randy**

72.	**W. CAPITOL EXPWY.** (60) 418 W Capitol Expressway San Jose, CA 95136 **Home:** 2030 Latham St. #9 Mountain View, CA 94040	**(408) 265-7337** (415) 965-8664	Avtar (Johnny) Judge		10-01-91 *10-02-95 DA: 04-91 EXP:2006 **Randy**
73.	**WEST SACRAMENTO** (129) 2919 W. Capitol Avenue West Sacramento, CA 95691 **Home:** 1385 Windemere Ct. West Sacramento, CA 95605	**(916) 372-8984** (916) 373-0363	C.R. Patel Hemlataben C. Patel (Jack Manager) **Modem 916-372-8986**	David Laursen	08-25-97 DA:05-97 EXP:2012 **Laursen**
74.	**WOODLAND** (121) 375-A W. Main, Ste A Woodland, CA 95695 **Home:** 1438 Roosevelt Drive Woodland, CA 95776	**(530) 661-7552** FAX (916) 661-3613	Jagtar (Jack) Kandola **Modem 530-661-3613**	David Laursen	02-17-98 DA:9-97 EXP:2012 **Laursen**

AREA DEVELOPERS (CALIFORNIA)

ALEX GOLSHANARA
Home: 473 West Alisal Street
Salinas, CA 93901
Tel. 408- 261-1953 Fax 408-261-2195
Shipping Address: 2068 Laurelei Avenue
San Jose, CA 95128
Mailing Address: P.O. Box 59190
San Jose, CA 95159

MADDOX DEVELOPMENT, INC.
John and Ann Maddox
Home: 12300 Horseshoe Road
Oakdale, CA 95361
Tel. 209-847-1065
Office: 111 S. Maag Avenue, Suite A
Oakdale, CA 95361
Tel. 209-847-8601 Fax 209-847-8601

FRANCHISE MANAGEMENT CORP. OF NORTHERN CALIFORNIA
David & Terri Laursen
210 Estates Drive, Suite 110
Roseville, CA 95678
Home: 8101 Granada Lane
Loomis, CA 95650
Office: Tel. 916-781-2856 Fax 916-781-2870 Car Phone (916) 802-5448
Home Tel: 916-652-2132 Fax: 916-652-9590

MKJ HOLDINGS, LLC
Michael Feinstein, Katherine Feinstein, J.D. Hade
Katherine:427 Summerhill Terrace
Alpine, CA 91901
Tel. (858) 445-7161
J.D. 3089 E. Clairemont Dr., Ste. E
San Diego, CA 92103
Tel. 916-275-MIKE Hm: (909) 659-0226 Fax 858-275-1806

Schedule B

List of Development Agreements

The franchisor uses Area Developers which are responsible for providing ongoing operational support to all restaurants in the territory. The franchisor assists its Area Developers by providing ongoing services in all aspects of restaurant and franchise administration including franchise sales, location development, franchise relations, purchasing, marketing and administration.

The Contracts of the Area Developers listed on this Schedule B are being acquired by Concept Acquisitions, LLC.

David and Terri Laursen
Franchise Management Corp of Northern California
210 Estates Drive, Suite 110
Roseville, CA 95678

John and Ann Maddox
Maddox Resources, Inc.
12300 Horseshoe Road
Oakdale, CA 95361

Alex Golshanara
473 West Alisal Street
Salinas, CA 93901

John D. Hade
MKJ Holdings, LLC.
427 Summerhill Terrace
Alpine, CA 91901

Schedule C

List of Vendor Contracts

The franchisor has vendor contracts for manufacturing and distribution with the following companies in connection with the operation of Mountain Mike's Pizza.

The Contracts with the Vendors listed on this Schedule C are being acquired by Concept Acquisitions, LLC.

Company	Representative/Address	Phone Number	Effective Since
Anchor Foods	Shellie Batton 650 Alamo Court, Suite 20 Mountain View, CA 94043	(650) 938-0924	09-09-1996
Armour/Swift-Eckrich	Matt Goodacre Market Smart 6900 Koll Center Pkwy, Suite 406 Pleasanton, CA 94566	(925) 846-6237	10-13-1998
Chestnut Apparel	Tom Chestnut PO Box 114 Brookdale, CA 95007	(800) 336-8049	05-09-1996
Cover-Tex	Ozzie Ozechowsky 168 Gratiot Blvd. Marysville, MI 48040	(800) 968-2310	01-18-1996
Diamond Crystal Brands	Debra DiCarlo 1 Sunny Slope Las Flores, CA 92688	(949) 766-0270	02-04-2000
Dole Pineapple	Matt Goodacre Market Smart 6900 Koll Center Pkwy, Suite 406 Pleasanton, CA 94566	(925) 846-6237	02-01-1999
Fort James	Susan Yarnovich 133418 Savanna Tustin, CA 92780	(800) 558-5858 ext. 4048	05-01-1996
IFSA Food Brokers	Steve Besic 2610 Crow Canyon Rd., Suite 100 San Ramon, CA 94583	(925) 855-9444	05-01-1998
J&J Snack Foods	Matt Goodacre Market Smart 6900 Koll Center Pkwy, Suite 406 Pleasanton, CA 94566	(925) 846-6237	05-01-1998
John Donaire Desserts	Debbie Cosens Lad Food Service 66 Jack London Square, Suite 200 Oakland, CA 94607	(530) 621-4898	08-31-1999

Schedule C, Continued

List of Vendor Contracts

Company	Representative/Address	Phone Number	Effective Since
KC Masterpiece	Matt Goodacre Market Smart 6900 Koll Center Pkwy, Suite 406 Pleasanton, CA 94566	(925) 846-6237	10-13-1998
La Nova Wings	Joe Petruzella 1145 West Page Avenue Gilbert, AZ 85233	(480) 813-4411	10-01-1998
Longmont Turkey	Matt Goodacre Market Smart 6900 Koll Center Pkwy, Suite 406 Pleasanton, CA 94566	(925) 846-6237	04-28-1998
Pizza Blends	Jim Rowse 155 108th NE, Suite 601 Bellevue, WA 98004	(800) 826-1200	11-04-1991
Pacific Coast Producers	Pete Hanson 631 North Cluff Avenue PO Box 1600 Lodi, CA 95241	(209) 367-8800	06-17-1999
Pepsi	Doug Champ 508 Natoma Street, Suite 8 Folsom, CA 95630	(916) 985-7671	08-01-1997
Rod's Foods	Karen Bryant 9192 Shawmutt Court Orangevale, CA 95662	(800) 201-1680 ext. 314	06-28-1993
Rose Packing	Ed Urban PO Box 620437 Woodside, CA 94062	(650) 368-9100	08-10-1998
Smurfit-Stone	John Baker 933 South Kent Liberty, MO 94068	(816) 781-8800	08-21-1995
Sweetheart	Jack Crabb 12700 West 119th Street Overland Park, KS	(913) 491-3774	12-18-1997
Swiss American Sausage Co.	Frank Giovanni 251 D'Arcy Parkway Lathrop, CA 95330	(209) 858-5555	03-01-1993

Schedule D

List of Rebate Programs

The franchisor has vendor rebate programs with the following manufactures identified in Schedule C.

The Rebate Programs listed on this Schedule D are being acquired by Concept Acquisitions, LLC.

Company	Representative/Address	Phone Number	Effective Since
Armour/Swift-Eckrich	Matt Goodacre Market Smart 6900 Koll Center Pkwy, Suite 406 Pleasanton, CA 94566	(925) 846-6237	10-13-1998
Chestnut Apparel	Tom Chestnut PO Box 114 Brookdale, CA 95007	(800) 336-8049	05-09-1996
Diamond Crystal Brands	Debra DiCarlo 1 Sunny Slope Las Flores, CA 92688	(949) 766-0270	02-04-2000
Dole Pineapple	Matt Goodacre Market Smart 6900 Koll Center Pkwy, Suite 406 Pleasanton, CA 94566	(925) 846-6237	02-01-1999
J&J Snack Foods	Matt Goodacre Market Smart 6900 Koll Center Pkwy, Suite 406 Pleasanton, CA 94566	(925) 846-6237	05-01-1998
KC Masterpiece	Matt Goodacre Market Smart 6900 Koll Center Pkwy, Suite 406 Pleasanton, CA 94566	(925) 846-6237	10-13-1998
La Nova Wings	Joe Petruzella 1145 West Page Avenue Gilbert, AZ 85233	(480) 813-4411	10-01-1998
Longmont Turkey	Matt Goodacre Market Smart 6900 Koll Center Pkwy, Suite 406 Pleasanton, CA 94566	(925) 846-6237	04-28-1998
Pizza Blends	Jim Rowse 155 108th NE, Suite 601 Bellevue, WA 98004	(800) 826-1200	11-04-1991

Schedule D, Continued

List of Rebate Programs

Company	Representative/Address	Phone Number	Effective Since
Pacific Coast Producers	Pete Hanson 631 North Cluff Avenue PO Box 1600 Lodi, CA 95241	(209) 367-8800	06-17-1999
Pepsi	Doug Champ 508 Natoma Street, Suite 8 Folsom, CA 95630	(916) 985-7671	08-01-1997
Rod's Foods	Karen Bryant 9192 Shawmutt Court Orangevale, CA 95662	(800) 201-1680 ext. 314	06-28-1993
Rose Packing	Ed Urban PO Box 620437 Woodside, CA 94062	(650) 368-9100	08-10-1998
Smurfit-Stone	John Baker 933 South Kent Liberty, MO 94068	(816) 781-8800	08-21-1995
Swiss American Sausage Co.	Frank Giovanni 251 D'Arcy Parkway Lathrop, CA 95330	(209) 858-5555	03-01-1993

Schedule E

List of Marketing Funds

The following sets marketing funds held by the Company (Wells Fargo account #6682-333778) on behalf of the Mountain Mike's Pizza franchises as of March 31, 2000:

Jackson	$ 13,488.85
Concord #2	11,023.00
Walnut Creek	5,563.00
Stockton	14,602.89
Santa Clara	7,855.48
Dublin	13,397.77
Waterford	9,265.68
West Sacramento	9,324.61
Woodland	5,885.98
Greenhaven	8,952.34
Martinez	3,372.60
Angel's Camp	1,318.40
Folsom	3,180.10
Tracy	4,114.71
Vallejo	3,112.01
Vacaville	3,319.84
Salinas #1 – E. Alisal	3,780.94
Salinas #3 – N. Davis Rd.	3,130.06
Salinas #4 – N. Main St.	3,573.60
Watsonville	7,119.02
Total – March 31, 2000	$ 135,380.88

Schedule F

List of Patents, Trademarks, Trade Name and Copyrights

The following sets forth all patents, patent applications, trademarks, servicemarks, tradenames, copyrights, logos, trade secrets, proprietary information, and other intellectual property owned or utilized in the operation of the Mountain Mikes Franchising system:

Trademarks. The "Mountain Mike's" name and associated designs for the Mountain Mike's mark. The name and one of the designs are registered on the Principal Register of the United States Patent and Trademark Office (PTO) on September 15, 1992 (Registration Nos. 1,716,962 and 1,716,963). Registration was received from the PTO for its new mark and design for "Mountain Mike's Pizza" on October 1, 1996 (Registration No. 2,004,536).

Registration for the slogan "Pizza the way it oughta be" was filed with the PTO in September 1996 (Application No. 75/174377). The Company has been informed by the PTO of a potential conflict between its slogan and the slogan "Pizza, the way Pizza was meant to be" used by Godfather's Pizza. The slogan has been in continual use in the Mountain Mike's system since 1996 and continues in use today .

Copyrights. The Mountain Mikes franchise system claims copyrights in the operations manual, advertising and marketing materials, menus and similar items used in the operating of its Mountain Mike's Pizza restaurants. The Company has not registered these rights with the United States Registrar of Copyrights.

Proprietary Information. The Company's operations manual and other materials contain confidential information including site selection criteria; recipes; methods, formats, specifications, standards, systems, procedures, sales and marketing techniques, knowledge and experience used in developing and operating Mountain Mike's Pizza restaurants; marketing and advertising programs for Mountain Mike's Pizza restaurants; knowledge of specifications for and suppliers of certain fixtures, furniture, furnishings, equipment, products, materials and supplies; and knowledge of the operating results and financial performance of Mountain Mike's Pizza restaurants. The Mountain Mikes franchise agreements require that the franchise owner use the confidential information only in the operation of the franchise, not use any of the confidential information in an unauthorized manner, and must take reasonable steps to prevent its disclosure to others.

WorldWideWeb. The Company owns the rights to the World Wide Web internet Domain name "mountainmikes.com" which is being acquired by Concept Acquisitions, LLC.

Schedule G

List of Bank Accounts

The following sets forth all bank accounts of the Company being transferred to Concept Acquisitions, LLC.

Bank	Account Number	Purpose
Wells Fargo	0721-108223	General checking account
Wells Fargo	0682-018312	Vendor rebate account
Wells Fargo	6682-333778	Advertising funds
Wells Fargo	4682-227954	ACH account

Schedule H

The following are specifically excluded from the asset purchase and remain the obligation of the "SELLERS":

1. Office lease in San Diego, California between PS Business Parks, Inc. as lessor and Admiral's Fleet, Inc. as lessee for space located at:

   4585 Mercury Street, Suite 109
   San Diego, CA 92111

2. The Promissory Note dated August 19, 1998 in the principal amount of $75,000 between Multifoods Distribution Group, Inc. (MDG) and Jreck Subs Group, Inc. (d.b.a. Seawest Subs, Admiral J. Subs/Mike's Co-Branding, Little Kings, Sobik's, Lil Dino's, Georgio's and Jreck Subs) and any of it's subsidiaries or affiliated entities.