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FRANCHISE DISCLOSURE DOCUMENT

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Red Boy Pizza Franchising Corp.
P.O. Box 150785
San Rafael, CA 94915
Tel: (510) 336-3160
www.redboypizza.com

The franchise offered by Red Boy Pizza Franchising Corp. is for the right to establish and operate a Red Boy Pizza Restaurant.

As of the date of this Disclosure Document, the initial franchise fee is \$15,000 for the first franchise. The franchisee is also required to pay a pre-opening services fee of \$10,000. The initial franchise fee for any subsequent franchise purchased by an existing franchisee is \$10,000. The total initial investment required to commence operations of a Red Boy Pizza franchise is estimated to range from \$124,500 to \$360,000 depending on whether the Red Boy is a sit-down or a take-out restaurant.

This disclosure document summarizes certain provisions of your franchise agreement and other information in plain English. Read this disclosure document and all accompanying agreements carefully. You must receive this disclosure document at least 14 calendar days before you sign a binding agreement with, or make any payment to, the franchisor or an affiliate in connection with the proposed franchise sale. Note, however, that no governmental agency has verified the information contained in this document.

Terms of your contract will govern your franchise relationship. Do not rely on the disclosure document alone to understand your contract. Read all of your contract carefully. Show your contract and this disclosure document to an advisor, such as an attorney or accountant.

Buying a franchise is a complex investment. The information in this disclosure document can help you make up your mind. More information on franchising, such as "A Consumer's Guide to Buying a Franchise," which can help you understand how to use this Disclosure Document, is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington DC, 20580. You can also visit the FTC's home page at www.ftc.gov for additional information. Call your state agency or visit your public library for other sources of information on franchising.

There may also be laws on franchising in your state. Ask your state agencies about them.												
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OUR WEBSITE, www.redboypizza.com, HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF CORPORATIONS. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF CORPORATIONS AT www.corp.ca.gov.



STATE COVER PAGE

Your state may have a franchise law that requires a franchisor to register or file with a state franchise administrator before offering or selling in your state. REGISTRATION OF A FRANCHISE BY A STATE DOES NOT MEAN THAT THE STATE RECOMMENDS THE FRANCHISE OR HAS VERIFIED THE INFORMATION IN THIS DISCLOSURE DOCUMENT.

Call the state administrators listed in Exhibit F for information about the franchisor, about other franchisors, or about franchising in your state.

MANY FRANCHISE AGREEMENTS DO NOT ALLOW YOU TO RENEW UNCONDITIONALLY AFTER THE INITIAL TERM EXPIRES. YOU MAY HAVE TO SIGN A NEW AGREEMENT WITH DIFFERENT TERMS AND CONDITIONS IN ORDER TO CONTINUE TO OPERATE YOUR BUSINESS. BEFORE YOU BUY, CONSIDER WHAT RIGHTS YOU HAVE TO RENEW YOUR FRANCHISE, IF ANY, AND WHAT TERMS YOU MIGHT HAVE TO ACCEPT IN ORDER TO RENEW.

Please consider the following RISK FACTORS before you buy this franchise:

- 1. THE FRANCHISE AGREEMENT REQUIRES YOU TO RESOLVE DISPUTES WITH US BY ARBITRATION ONLY IN CALIFORNIA. OUT-OF-STATE ARBITRATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO ARBITRATE WITH US IN CALIFORNIA THAN IN YOUR HOME STATE.
- 2. THE FRANCHISE AGREEMENT STATES THAT CALIFORNIA LAW GOVERNS THIS AGREEMENT AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAWS. YOU MAY WANT TO COMPARE THESE LAWS.

3.	THERE MAY BE OTHER	RISKS CONCERNING	G THIS FRANCHISE.
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Effective Date:	





THE FRANCHISOR, AND ANY PARENTS, PREDECESSORS AND AFFILIATES

To simplify the language in this Disclosure Document the words "Red Boy," "we," "our" and "us" refer to Red Boy Pizza Franchising Corp, the Franchisor. "You" means the person or entity who buys the franchise. To fully understand all your and our rights and obligations to each other, you must still carefully review the actual agreements that you will execute. These will control if there is any dispute between us.

The Business

Red Boy Pizza Franchising Corp.'s principal business address is P.O. Box 150785, San Rafael, California 94915. Red Boy has no affiliates or subsidiaries and is not a subsidiary of any entity. There are currently eight (8) Red Boy Pizza Restaurants that are open and operating as of the date of this Disclosure Document; seven (7) of which are owned and operated by franchisees, and one (1) is a company-owned restaurant (but is currently in escrow to be a franchised location).

The predecessor to the current Red Boy owner was Peter (now deceased) and Kathleen Forstner whose last known address is P.O. Box 1068, Woodacre, CA 94973. We do business under our corporate name Red Boy Pizza Franchising Corp. and under "Red Boy Pizza®".

Our agent for service of process is Mr. Fred Radwan, 4308 Arden Pl., Oakland, CA 94602.

Red Boy Pizza Franchising Corp. is a California corporation incorporated on August 19, 1987.

We grant franchises (each referred to in this Disclosure Document as a "Red Boy") which give you the right to establish and operate a Red Boy restaurant under the registered service mark "Red Boy Pizza®" and its registered logo, subject to compliance with our standards, specifications and operating procedures. We are engaged in no other business.

As mentioned previously, Red Boy Pizza Franchising Corp. currently owns and operates one (1) Red Boy Pizza store.

Franchised Red Boy's are retail food restaurants which are authorized to offer and sell a variety of Red Boy pizzas and a limited number of other food products, all of which are made according to recipes or specifications furnished by us. A Red Boy franchise can be either a sit-down restaurant or a take-out/delivery store depending on the level of investment you wish to undertake (see Item 7 of this Disclosure Document). A franchise for the operation of a Red Boy at a single location is granted pursuant to the terms of our standard form Red Boy Franchise Agreement, a copy of which is found as Exhibit "A" to this Disclosure Document. Please note that no franchisee is permitted to own an interest in or to operate more than three (3) Red Boy restaurants (of any kind) at any one time.

The food products and services offered by a Red Boy appeal to the general public. Because of this, a Red Boy will compete with other providers of food products, including fast food chains,

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