

**DEVELOPMENT AGREEMENT
FOR
PIZZA PATRÓN STORES**

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EXHIBITS:

- A: Description of Development Area
- B: Development Schedule
- C: Lease Rider

STATE SPECIFIC ADDENDA

**PIZZA PATRÓN, INC.
DEVELOPMENT AGREEMENT**

THIS AGREEMENT is entered into between Pizza Patrón, Inc., a Texas corporation ("Company"), and _____ ("Developer").

1. Recitals. Company sells franchises to operate Pizza Patrón pizza stores ("Stores"). Developer is a prospective franchisee whose application to become a Pizza Patrón franchisee has been approved by Company.

2. Grant of Franchise Purchase Option.

(a) In consideration of the option fee Developer pays in accordance with Section 8(a), Company grants to Developer an option to purchase a franchise for the operation of one Store in the Development Area described in Exhibit A. The option's term is the period between the Effective Date and the Option Expiration Date, both of which are indicated on page 11 of this Agreement.

(b) To exercise the option, Developer must comply with all the requirements of Section 3(b). If Developer does not fulfill those requirements before the Option Expiration Date (which is subject to one 45-day extension under Section 4), the option will unconditionally expire and this Agreement will automatically terminate.

3. Option Store Development Procedure.

(a) Promptly after the Effective Date, Company will furnish Developer:

(i) A list of points that Developer should look for and consider in identifying potential sites for the Store; and

(ii) Information about the interior lay-out, utility requirements and signs for a typical Store.

(b) Not later than the Option Expiration Date, Developer must complete the following steps in the sequence shown:

(i) Developer must locate at least three available sites that appear suitable for a Store and submit for Company's evaluation a landlord's summary of the lease terms available for each site. Developer must also give each landlord a copy of the Lease Rider attached to this Agreement as Exhibit C and obtain written verification that each landlord is willing to include the Rider's provisions in its lease. After Developer provides the required documentation, Company will evaluate and critique the information on each site and lease summary in consultation with Developer. Company may, but will not be required, to visit and inspect the sites that Developer proposes.

(ii) If and when Company is satisfied that one or more of the sites and lease summaries are reasonably acceptable, Company will give Developer verbal authorization to proceed with preliminary lease negotiations. Company's authorization to negotiate a lease will not be unreasonably withheld. However, Company reserves the right to reject any site or lease proposal Developer submits and to require that Developer obtain information on additional sites. Under no circumstances will Company authorize Developer to pursue a site located inside the protected Trade Area of another Store that is either operating or under development.

(iii) After receiving Company's authorization to negotiate, Developer must negotiate a Store lease to Developer's satisfaction and submit a final, unsigned copy of the lease to Company for its verification that the Lease Rider and the Store's street address are included. Developer acknowledges that Company will have no responsibility for evaluating or advising Developer with respect to any business or legal aspects of the lease, but that Company may withhold authorization for Developer to sign a lease that omits a Lease Rider in substantially the form attached as Exhibit C to this Agreement, or contains provisions Company considers excessively onerous or restrictive.

(iv) When Company is satisfied with the Store lease, Company will give Developer written authorization to sign it. At the same time, Company will furnish Developer a ready-for-signature copy of the Franchise Agreement for the Store. The Franchise Agreement will be substantially the same as the Franchise Agreement attached to the Franchise Offering Circular that Developer received prior to the execution of this Agreement, with all blanks filled in and the boundaries of the Store's protected Trade Area identified.

(v) After receiving Company's authorization to sign the Store lease, Developer must sign and furnish Company a photocopy of the executed lease, including all exhibits, attachments and addenda. When Company verifies that the executed lease contains no variances from the form Company approved, it will notify Developer that it is prepared to sign the Franchise Agreement.

(vi) Developer must sign the Franchise Agreement.

4. Option Extension. If Developer is unable to satisfy all the requirements of Section 3(b) before the Option Expiration Date, Developer may apply for one (but only one) 45-day extension of the Option Expiration Date. To apply for an extension, Developer must request it in writing not later than 15 days before the Option Expiration Date. Company will grant the extension if, in its reasonable judgment, Developer has make a good faith effort to comply with the requirements of Section 3(b), but has experienced delays beyond Developer's reasonable control.

5. Area Development Rights. This Section 5 applies if Exhibit B indicates that Company has granted Developer the right to develop more than one Store.

(a) In consideration of the development fee Developer pays in accordance with Section 8(b), Company grants to Developer the right (and Developer undertakes the obligation) to develop the number of Stores indicated in Exhibit B in the Development Area described in Exhibit A.

(b) In order to retain the right to develop Stores, Developer must:

(i) comply with the requirements of Section 3(b) for the option Store, in addition to opening it by the Scheduled Opening Date indicated in the Franchise Agreement for the option Store;

(ii) develop and open Stores in compliance with Section 6 of this Agreement and the development schedule indicated in the "Lease Execution Date" and "Scheduled Opening Date" columns of Exhibit B; and

(iii) as of each Store's Scheduled Opening Date, be operating in the Development Area the cumulative total number of Stores indicated in the "Required # of Operating Stores" column of Exhibit B.

(c) Subject to earlier termination in accordance with Section 11 and to renewal under Section 10, Developer's development rights will continue from the Effective Date of this Agreement until the earlier of (i) the Scheduled Opening Date for the last Store Developer is scheduled to open, as indicated in Exhibit B, or (ii) the date Developer's last Store actually opens. After Developer's development rights terminate or expire, Company may grant franchises and development rights to other franchisee/developers, and may open its own Stores in the Development Area, whether or not Developer opens the full number of Stores indicated in Exhibit B. However, Company may not infringe the protected Trade Area of any Store that Developer operates.

6. Additional Store Development Procedure. Not later than the Scheduled Opening Date for a particular Store, Developer must complete the following steps, in the sequence shown, for a Store's development:

(a) Not later than 30 days before a particular Store's lease Execution Date, Developer must notify Company that Developer is prepared to commence the Store's development. If Company's then current form of Franchise Offering Circular bears a more recent date than the most recent Franchise Offering Circular that Developer received, Company will furnish the current Franchise Offering Circular to Developer, and Developer will execute the then current form of Franchise Agreement.

(b) Developer must comply, in order, with the requirements of Sections 3(b)(i) through 3(b)(iii), except that Developer will not be required to submit a site evaluation form or lease summary for more than one site under Section 3(b)(i).

(c) After receiving Company's written authorization to sign the Store lease in accordance with Section 3(b)(iv), Developer must comply with the requirements of Section 3(b)(v) with respect to the Store's lease not later than the date shown in the "Lease Execution Date" column of Exhibit B.

(d) Developer must sign a Franchise Agreement for the Store and pay Company the required franchise fee.

(e) Developer must complete the Store build-out procedures set out in the Franchise Agreement and open the Store for business with public consumers.

7. Store Development Extensions; Force Majeure.

(a) If Developer is unable to secure a lease for the second or any later Store by its scheduled Lease Execution Date, Developer may apply for one (but only one) 45-day extension of the Lease Execution Date and of the corresponding Scheduled Opening Date. To obtain an extension, Developer must request it in writing not later than 15 days before the relevant Lease Execution Date. Company will grant the extension if, in its reasonable judgment, Developer has made a good faith effort to comply with the requirements of Section 3(b), but has experienced delays beyond Developer's reasonable control.

(b) An extension obtained under Section 7(a) will apply only to the Store for which Developer obtained it; an extension will not delay the Lease Execution Date or the Scheduled Opening Date of any subsequent Store.

(c) If any Store's opening (but not the execution of its lease) is delayed beyond its Scheduled Opening Date on account of a natural disaster, fire or other casualty, labor dispute, materials shortage or similar event over which Developer lacks

control, that Store's Scheduled Opening Date will be extended for the time reasonably necessary to remedy the event's effects. The extension provided in this Section 7(c) will be available only if Developer gives Company prompt notice of the event's occurrence and an estimate of the time required to remedy its effects.

(d) An extension under Section 7(c) will apply only to the Scheduled Opening Date of the Store whose development is interrupted; an extension will not delay the Lease Execution Date or the Scheduled Opening Date of any subsequent Store.

8. Fees.

(a) **Option Fee.** When Developer signs this Agreement, Developer must pay Company a fee of \$7,500 for the option granted in Section 2. The option fee is fully earned by Company in consideration of the option's grant and is not refundable.

(b) **Development Fees.** If Section 5 applies, when Developer signs this Agreement, Developer must pay Company a development fee of \$ _____ (\$7,500 per Store) for the development rights granted in Section 5. The development fee is fully earned by Company in consideration of the development rights granted in this Agreement and is not refundable.

(c) **Franchise Fees.** The Franchise Agreement stipulates the franchise fee payable for a Pizza Patrón franchise.

9. Competitive Protection; Territorial Scope of Development Rights.

(a) Except to the extent indicated in Section 9(b), Developer's right to develop Stores in the Development Area will initially be exclusive. So long as Developer retains exclusive development rights, Company will not open or grant a franchise for a Store in the Development Area, enter into another franchise option or development agreement relating to a Store to be located in the Development Area, or open or allow anyone except Developer to install a Satellite in the Development Area (although this Agreement affords Developer no rights with respect to Satellites). This Agreement applies nowhere outside the Development Area, either in terms of Developer's development rights or the competitive protections this Section 9 provides. (For purposes of this Agreement, a Store is a retail establishment that operates continuously at a fixed location under the Pizza Patrón trade name, and a Satellite is a kiosk, booth, mobile dispensing unit (such as a cart or customized RV) or similar installation at or from which pre-assembled pizzas can be baked in a portable oven.)

(b) Developer may lose the exclusive development rights in accordance with Section 11. Moreover, if Developer transfers the franchise for any operating Store, Developer's rights will become non-exclusive in relation to the transferee. Company may enter into a development agreement with the Store's new owner and may permit the new owner to relocate the Store and to open Special Outlets inside the Development Area in accordance with the provisions of Company's then current Franchise Agreement.

(c) The exclusivity provided in Section 9(a) will not to any extent prohibit or restrict Company from developing and operating, or awarding rights to franchisees or licensees to develop and operate, Special Outlets in the Development Area. This Agreement does not apply to the development of Special Outlets and does not itself authorize or permit Developer to develop Special Outlets. (A Special Outlet is an express unit, a mini-Store, or similar installation that contains a full-size pizza oven and

is located in a hospital, airport, sports arena, student center or other special use facility or in the food court of an enclosed shopping mall.)

(d) The exclusivity provided in Section 9(a) will not to any extent prohibit or restrict Company from engaging in the distribution of its proprietary or branded products and other merchandise to or through commercial establishments that are not affiliated with Company or associated with the Pizza Patrón service mark or franchise system, including (for example) department stores, supermarkets and convenience stores. Company may exercise its distribution rights, both inside and outside the Development Area, without infringing Developer's competitive protection rights.

10. Renewal.

(a) If Section 5 applies, Developer will have a conditional right to secure a renewal of the exclusive right to develop Stores in the Development Area.

(b) Renewal will be permitted only if all four of the following conditions are satisfied:

(i) Developer opens the full number of Stores indicated in Exhibit B in compliance with Section 6 and the development schedule indicated in Exhibit B (taking into account any deadline extensions that Developer obtains in compliance with Sections 4 and 7);

(ii) Developer does not cause or permit a default to occur under Section 11(b), 11(e), 11(f) or 11(g), whether or not Company exercises its right to terminate Developer's exclusive rights under this Agreement on account of the default;

(iii) All of Developer's Stores are being operated in compliance with Company's quality control and other operational standards, and Developer is not delinquent in paying royalty or other monetary obligations to Company or in submitting required financial reports to Company; and

(iv) Based on its review of the financial information that Developer submits in accordance with Section 10(c)(i), Company is satisfied that Developer is financially capable of completing the development of the additional Stores that Developer proposes to develop.

(c) To secure a renewal of the development rights, Developer must comply with the following procedures:

(i) Not later than the Lease Execution Date of the last Store listed in Exhibit B, Developer must notify Company of Developer's intention to continue developing Stores in the Development Area and must submit to Company current financial information for Developer and its equity owners on a form acceptable to Company. Developer's notice must specify the number of additional Stores Developer proposes to develop and indicate any changes Developer seeks in the Development Area's boundaries.

(ii) Company will evaluate Developer's financial information and development proposal. If Company determines that Developer qualifies to develop additional Stores, it will furnish Developer a new Area Development Agreement on the form Company is then using. The exhibits to that agreement will reflect the development area boundaries, number of Stores and development schedule that Company is willing to accept, which may differ from Developer's proposal.

(iii) Within 11 business days after Company furnishes the new Area Development Agreement to Developer, Developer must sign and return it to Company,

together with the development fee specified in that agreement.

11. Default and Termination. If Developer:

(a) fails to sign an approved lease for any Store in compliance with Section 6 not later than its Lease Execution Date (taking into account any extension of that date that Developer obtains under Section 7(a));

(b) signs a lease without express written authorization from Company or otherwise proceeds with a Store's development before signing a Franchise Agreement or paying the franchise fee for the Store;

(c) fails to open any Store in compliance with Section 6 on or before its Scheduled Opening Date (taking into account any extension of that date that Developer obtains under Section 7(a) or 7(c));

(d) without Company's express prior written permission, fails to have open and operating in the Development Area the cumulative total number of Stores indicated in the "Required # of Operating Stores" column of Exhibit B as of the Scheduled Opening Date of any Store (taking into account any extension of a particular Store's Scheduled Opening Date that Developer obtains under Section 7(a) or 7(c));

(e) allows an Event of Default to occur under any Franchise Agreement that is not cured by the end of the related remedial period provided in the Franchise Agreement;

(f) repeatedly fails to operate any Store in compliance with Company's operating standards and procedures, whether or not Company terminates the Franchise Agreement for that Store on account of the default;

(g) attempts to assign any development or franchise purchase rights under this Agreement in contravention of Section 12; or

(h) enters negotiations to lease or obtains an option to lease a site for a Store located outside the Development Area, except pursuant to another effective development agreement between Company and Developer;

then Developer will be in default under this Agreement. If a default occurs, Company may either (i) terminate Developer's exclusive rights to develop Stores in the Development Area, or (ii) terminate all of Developer's rights under this Agreement, in either case by giving Developer written notice of Company's election. Termination of this Agreement will not affect the status of any Franchise Agreement then in effect between Company and Developer.

12. Prohibition Against Assignment.

(a) Except as permitted in Sections 12(b) and 12(c), Developer may not assign or otherwise transfer any of the option, development or franchise purchase rights or any of the obligations under this Agreement, either contractually or by operation of law. In that connection, Developer expressly acknowledges and agrees that Company does not permit its franchisee/developers to subfranchise Pizza Patrón Stores or to partition or sell undeveloped territory.

(b) If Developer is a corporation, limited liability company or partnership, Company will consent to assignments and transfers of ownership interests among Developer's original equity owners upon its receipt of such documentation and information concerning the assignment or transfer and the resulting ownership of

Developer as Company may reasonably request. If Company agrees to release any retiring equity owner from further liability under this Agreement, the retiring equity owner must also give Company an unconditional, general release of any claims the equity owner may have against Company.

(c) The rights of an individual Developer may be devised by will or distributed to the individual's heirs pursuant to the laws of descent and distribution.

(d) No assignment or transfer in contravention of this Section 12 will be binding on Company, and Company will not be obligated to issue any Franchise Agreement under Section 3 or Section 6 in the name of any person or business entity other than Developer or a person to whom an individual Developer's rights are devised or distributed in accordance with Section 12(c).

13. Notices. All notices required or permitted under this Agreement must be in writing and will be deemed delivered when deposited with the United States Postal Service, first class postage prepaid, certified or registered mail, return receipt requested, addressed as follows:

If to Company, to: Pizza Patrón, Inc.
10999 Petal St., Suite 200
Dallas, Texas 75238
Attention: Antonio Swad, President

If to Developer, to: _____

Either party may change its address for notices by written notice to the other given in accordance with this Section.

14. Status of Parties. This Agreement is not intended to create, and shall not be interpreted or construed as creating, a franchise, partnership, joint venture, agency, employment, personal services or similar relationship between Company and Developer. No representation to the contrary shall be binding upon Company.

15. Law Governing; Arbitration of Disputes.

(a) EXCEPT AS OTHERWISE STIPULATED IN SECTION 15(d), THIS AGREEMENT SHALL FOR ALL PURPOSES BE GOVERNED BY AND INTERPRETED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, EXCEPT THAT ITS CHOICE OF LAW AND CONFLICT OF LAW RULES SHALL NOT APPLY.

(b) The parties agree to use their best efforts to resolve and settle by direct, private negotiation any claim, controversy or dispute (a "Dispute") that arises under or in relation to this Agreement or that concerns the relationship created by this Agreement.

(c) If the parties cannot resolve and settle a Dispute by private negotiation within 60 days after one party gives the other written notice that a Dispute exists, the parties mutually agree to submit the Dispute to non-binding mediation, as follows:

(i) Mediation shall occur in Dallas, Texas before a single mediator, using the facilities and mediation rules of a professional dispute-resolution organization selected by Company

and reasonably acceptable to Developer (the "Mediation Organization"). If the parties cannot agree on a Mediation Organization, they will use the facilities and mediation rules of the National Franchise Mediation Program.

(ii) The parties shall jointly select a mediator from the panel of mediators maintained by the Mediation Organization. The mediator must be either a retired judge or a person experienced in food service franchising or franchise law who has no prior business or professional relationship with either party. If the parties are unable to agree on a mediator within 30 days after the Dispute is submitted to mediation, the Mediation Organization will select a mediator who possesses the indicated qualifications.

(iii) Unless otherwise required by the Mediation Organization's rules, the parties will share the mediation filing fee equally. They will otherwise separately bear their own costs and expenses (including legal fees) of participating in the mediation process. Each party agrees to send at least one representative to the mediation conference who has authority to enter into binding contracts on that party's behalf. Each party further agrees to sign a confidentiality agreement that exempts the mediator from disclosing, orally or in writing, any information the other party discloses to the mediator in confidence at any stage of the mediation process.

(iv) If either party fails or refuses to participate in mediation in accordance with this Section 15(c), the other may immediately apply for binding arbitration in accordance with Section 15(d).

(d) If the parties cannot fully resolve and settle a Dispute through mediation within 30 days after the mediation conference concludes, all unresolved issues involved in the Dispute shall be submitted to binding arbitration, as follows:

(i) Either party may make a demand for arbitration.

(ii) Arbitration proceedings shall be conducted in Dallas, Texas before a single arbitrator, using the facilities and commercial arbitration rules of the Mediation Organization or another professional dispute-resolution organization selected by Company and reasonably acceptable to Developer (the "Arbitration Organization"). If Company selects an Arbitration Organization other than the Mediation Organization and Developer reasonably objects to Company's choice, the parties will use the facilities and commercial arbitration rules of the American Arbitration Association (the "AAA").

(iii) The Arbitration Organization's expedited arbitration procedure shall apply to the arbitration proceedings. To the greatest extent permitted by law, Company and Developer waive the application of all rules of discovery and evidence the Arbitration Organization's expedited procedure does not expressly make applicable.

(iv) The parties shall jointly select an arbitrator from the panel of arbitrators maintained by the Arbitration Organization. The arbitrator must be either a retired judge or an attorney experienced in the practice of franchise law who has no prior business or professional relationship with either party and who agrees to follow and apply the express provisions of this Agreement in determining his or her award. If the parties are unable to agree on an arbitrator within 30 days after the arbitration demand is filed, the Arbitration Organization will select an arbitrator who possesses the indicated qualifications.

(v) The arbitrator's award shall be final and binding on all parties, and neither party shall have any right to contest or appeal the arbitrator's award except on the grounds expressly provided by the United States Arbitration Act (the "Arbitration Act"). The party who demands arbitration shall pay the arbitration filing fee, but the parties will otherwise separately bear their own costs and expenses (including legal fees) of participating in the arbitration process.

Responsibility for the arbitrator's fees and expenses shall be determined as part of the arbitrator's award.

(vi) The procedures contemplated by and the enforceability of this Section 15(d) shall be governed by the Arbitration Act and shall be interpreted and enforced in accordance with United States federal judicial interpretations of the Arbitration Act.

16. Miscellaneous.

(a) The term "Developer" includes the plural as well as the singular, the masculine and feminine genders, and corporations, partnerships and other business entities as well as individuals.

(b) This Agreement may not be amended or modified except by a written agreement executed by Company and Developer.

(c) Time is of the essence of this Agreement; Developer's compliance with the deadlines stated in this Agreement are vitally important.

17. Developer's Acknowledgments.

(a) Developer acknowledges and agrees that this Agreement, together with any duly signed amendment or addendum attached to this Agreement, contains the entire agreement between the parties with respect to Developer's rights to develop and acquire franchises for Stores in the Development Area, and that this Agreement supersedes any prior or contemporaneous agreements between the parties, written or oral, with respect to those development and franchise acquisition rights. _____ **[DEVELOPER'S INITIALS]**

(b) Developer confirms and acknowledges that no written or oral agreements, promises, commitments, undertakings or understandings concerning Developer's development or franchise acquisition rights were made to or with Developer that are not expressly stated in this Agreement and any duly signed amendment or addendum. _____ **[DEVELOPER'S INITIALS]**

(c) Developer acknowledges (i) that this Agreement is not a franchise agreement and that it provides Developer neither a license to use the Pizza Patrón trade name or service mark nor any right to operate a Store, (ii) that Developer's rights under this Agreement are solely contractual and that no property rights are granted in or with respect to the Development Area, and (iii) that until a Franchise Agreement for a particular Store location is issued in accordance with this Agreement, Developer will not have or be entitled to exercise any of the rights or privileges of a Pizza Patrón franchisee at or with respect to that location. _____ **[DEVELOPER'S INITIALS]**

(d) **DEVELOPER ACKNOWLEDGES THAT THE WRITTEN AUTHORIZATIONS REQUIRED BY SECTIONS 3(b)(iv) AND 6(c) WILL BE VALID ONLY IF SIGNED BY COMPANY'S PRESIDENT. DEVELOPER MAY NOT RELY ON VERBAL OR WRITTEN APPROVALS FROM ANY EMPLOYEE BELOW THE RANK OF PRESIDENT OR FROM ANY AGENT WHO MIGHT REPRESENT COMPANY IN THE FIELD. DEVELOPER ASSUMES FULL RISK AND FINANCIAL RESPONSIBILITY FOR SIGNING A LEASE WITHOUT COMPANY'S PRIOR WRITTEN AUTHORIZATION, INCLUDING THE RISK THAT COMPANY MAY TERMINATE THIS AGREEMENT UNDER SECTION 11(b) ON ACCOUNT OF AN UNAUTHORIZED LEASE SIGNING. COMPANY WILL HAVE NO OBLIGATION TO ISSUE A FRANCHISE FOR A STORE UNLESS AND UNTIL DEVELOPER COMPLIES FULLY WITH ALL APPLICABLE REQUIREMENTS OF SECTIONS 3(b) AND 6.** _____ **[DEVELOPER'S INITIALS]**

(e) Company has instructed the vendors with whom Company's franchisees do business not to accept work orders or purchase orders for a Store for which a Franchise Agreement has not

signed by Company. Developer acknowledges that Developer will be unable to order fixtures, equipment, signs and inventory for any Store before a Franchise Agreement for that particular Store has been signed by Company. _____ **[DEVELOPER'S INITIALS]**

(f) Developer acknowledges that all amounts payable under Section 8 represent fees, not deposits, and that none of those fees are refundable in whole or in part under any circumstances. _____ **[DEVELOPER'S INITIALS]**

(g) Developer acknowledges and agrees that, by evaluating and accepting a particular Store location, providing any other site selection assistance to Developer, or authorizing Developer to negotiate or sign a Store lease, Company does not guarantee the suitability of any site for the operation of a Store or warrant that Developer can profitably operate a Store at any location that Company accepts. Company disclaims (and Developer recognizes and accepts Company's disclaimer of) any warranties, express or implied, with respect to the suitability or profit potential of any site Developer selects for a Store. _____ **[DEVELOPER'S INITIALS]**

[Continued, and to be signed, on the next page.]

PIZZA PATRÓN, INC.

DEVELOPER

By: _____

Signature, if an individual

Title: _____

Developer's name, printed

Date: _____ *

Date: _____

*Considered the Effective Date of this Agreement for all purposes

(Corporate, limited liability company and partnership Developers must complete the following:

The Option Expiration Date is _____

By: _____

Title: _____