Walsh Capital Group
Investment Agreement

Romont's Pasta 2 Go Restaurant Chain
Walsh Capital Group
875 N. Michigan Ave, Suite 31st Floor, Chicago, IL 60611

This Investment Agreement ("Agreement")

is made and entered into as of **[Date]**, by and between **Walsh Capital Group, LLC**, an Florida limited liability company ("Company"), and **[Investor Name]**, an individual/entity ("Investor").

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1. Investment Commitment

- Investor agrees to purchase _____ **unit or Units of investment** in the Romont's Pasta 2 Go franchise expansion for **$25,000.00 (Twenty-Five Thousand Dollars)**.
- The Company is selling a total of **$500,000.00 (Five Hundred Thousand Dollars)** in **20 equal blocks of $25,000.00 each**.
- Investor may purchase up to 2 units, subject to availability.

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2. Ownership Interest

- Investors collectively shall own **20% equity** in the **master franchise license** of the Romont's Pasta 2 Go company as well as the LLC.
- Each unit purchased represents a pro-rata share of the collective 20% ownership.
    - Example: 1 unit = 1/20 of the 20% = 1% ownership in the master franchise license & Corporation.

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3. Return of Capital

- Investors shall be repaid their initial investment from **10% of all franchise fees collected** by the Company on all first sales of franchises until they are paid off their initial investment of $25,000.00 per unit purchased.
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- Payments will be distributed quarterly on a pro-rata basis until the full initial investment is returned to each investor.

- Once the Investor has received a full repayment of the principal investment, Investor shall retain their equity ownership interest in the Romont's Pasta2Go master franchise license.

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4. Investor Rights

- Equity ownership entitles Investor to:
  - Ongoing participation in profits tied to the master franchise license.
  - Regular updates on franchise expansion and sales.
  - Pro-rata distributions, if declared, on future revenues beyond repayment of capital.

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5. Use of Funds

- Funds will be used exclusively for:
  - Development of Romont's Pasta 2 Go initial Franchise Growth Plan.
  - Expansion of the franchise model,
  - Marketing and operational support for franchising efforts.
  - Expansion via Powerteam Network & FranExpoUsa Shows.

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6. Term & Exit

- This Agreement remains in force until the Company or its successors no longer operate the Romont's Pasta 2 Go master franchise.
- Investors may sell or transfer their ownership interest, subject to the Company's right of first refusal.

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7. Governing Law

- This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

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8. Miscellaneous

- This Agreement constitutes the entire understanding between the parties.
- Amendments must be in writing and signed by both parties.

- Investor acknowledges they have been advised to seek independent legal and financial counsel.

Signatures

Walsh Capital Group, LLC
By: _____
Name: _____
Title: _____
Date: _____

Investor
Signature: _____
Name: _____
Date: _____