

Lease Number: 183200-000

Lessee Information

Business Name: RICE RESTAURANTS, INC. dba PAPA MURPHY'S TAKE & BAKE	Business Address: 2510 WILLIAM ST Cape Girardeau, MO 63703	Equipment Location Address: (if different than billing address of Lessee)
Business Phone: 573-339-7272	Business Tax ID#:	

Lease Terms and Conditions

Quarterly Rent (plus applicable taxes): \$3239.64	Base Term in QUARTERS: 8	Required Deposit: \$3,239.64	Doc Fees: WAIVED
Security Deposit: 1 payment(s)			

Equipment Supplier Information / Equipment Description: SEE EXHIBIT "A"

The undersigned agrees that this lease reflects the agreement of the parties, including all terms of the second page of this agreement. Balboa Capital Corporation is not affiliated with the supplier of any of the Equipment and is not responsible for any promises made by any supplier, vendor, or other person who is not an officer of Balboa Capital Corporation.

Signature: [Signature]
 Name: Joseph Rice Title: President Date: 04/30/13

ACKNOWLEDGED BY: BALBOA CAPITAL CORPORATION

By: _____ Vice President Date: _____

Lease Guaranty

For purposes of this Guaranty, Lease shall mean the Lease set forth above and on the second page of the Lease Agreement. I/ME/MY shall mean the person making the guaranty and if married, his or her marital community. YOU/YOUR shall mean the Lessor. I agree that I have an interest in the Lessee, economic or otherwise, and that you would not enter into this Lease without this guaranty. I unconditionally guaranty that Lessee will fully and promptly pay all its Obligations under the Lease when they are due and will perform all its other Obligations under the Lease even if you modify or renew the Lease. The Lease guaranty will be jointly and severally responsible. You do not have to notify me if the Lessee is in default under the Lease. You may obtain any information from credit reporting agencies you deem necessary to enforce this guaranty. If the Lessee defaults, I will immediately pay all Obligations due under the Lease. I agree that I will not be released or discharged if you: (i) fail to perfect a security interest in or any property which secures the Obligations (Collateral); (ii) fail to protect the Collateral; or (iii) abandon or release the Collateral. I agree that you do not have to proceed first against the Lessee or any Collateral. I hereby waive notice of acceptance of this guaranty and of all other notices or demands of any kind which I may be entitled to. I will reimburse you for all expenses you incur in enforcing your rights against the Lessee or me, including, without limitation, attorneys' fees and costs. I acknowledge that I have read and understood the Lease and this Guaranty. This is an irrevocable, continuing guaranty and binds my heirs, administrators and representatives. I CONSENT TO THE JURISDICTION OF THE COURTS OF ORANGE COUNTY, CALIFORNIA AND/OR THE UNITED STATES DISTRICT COURT FOR THE CENTRAL DISTRICT OF CALIFORNIA, SANTA ANA DIVISION, AT YOUR SOLE OPTION, FOR THE DETERMINATION OF ALL DISPUTES RELATED TO THE LEASE OR THIS GUARANTY. I agree that this guaranty shall be governed by the laws of the State of California. YOU WAIVE TRIAL BY JURY.

Signature: [Signature] Name: Joseph Rice Home Phone: _____ Date: 04/30/13

1. LEASE: You agree to lease from us and we agree to lease to you, the equipment listed above or on any schedule to this Lease (Equipment). You unconditionally promise to pay us the sum of all the rental and other payments indicated above or on any schedule (Rent). You authorize us to insert in this lease any serial numbers and other identification data about the Equipment, as well as any other omitted factual matters. All Rent and other payments under this Lease or any other agreement with us (collectively Obligation or Obligations) are payable in U.S. dollars, and may be adjusted upward or downward no more than ten percent (10%) to reflect actual costs. We may from time to time, in our sole discretion, accept a photocopy or electronically transmitted facsimile copy of this Lease, any Schedules to this Lease, or other Lease documents as the binding and effective record of such agreement(s) whether or not an ink signed counterpart thereof is also received by us from you, provided, however, that no such agreement(s) shall be binding upon us until and unless they are signed by us in any signature line where we are to sign as indicated on the Lease, Schedule or other agreement. Any such photocopy or electronically transmitted facsimile received by us shall, when executed by us, constitute an original document for the purpose of establishing the provisions thereof and shall be legally admissible under the best or original evidence rule and binding on the parties. 2. TERM OF LEASE: This Lease shall become effective upon acceptance by us by signing and dating this Lease. The base term ("Base Term") of each Lease shall commence at the Lessors discretion to be on any day occurring in the quarter following the Commencement Date and terminate upon the expiration of the number of quarters specified above. A prorata portion of the aggregated average of the Rent based on a daily charge of one-ninetieth (1/90) of the amount of the Rent shall be payable at the Commencement Date. Following the Commencement Date, Rent and other Obligation payments are due on the same day of each quarter as the first Rent payment, payable to a location to be designated in writing. YOUR OBLIGATION TO PAY RENT TO US IS UNCONDITIONAL AND NOT SUBJECT TO ANY REDUCTION, SET-OFF, DEFENSE, OR COUNTERCLAIM AND MAY NOT BE CANCELLED FOR ANY REASON WHATSOEVER. Your offer is an irrevocable offer to enter this Lease. In order to receive the Equipment, you shall pay to us, in advance, the amount of the first Rent payment, plus a documentation fee and security deposit may be retained by us to compensate for our documentation, processing and other expenses. We shall have the right to electronically withdraw funds from your bank account to pay for any unpaid Rent, taxes, fees, charges and assessments. 3. PAYMENT OF LEASE OBLIGATIONS: Payment of the Lease Obligation shall be made by electronically withdrawing funds from the bank account on which your deposit check was drawn. You authorize us to debit from this account on which your deposit check was drawn, on or after the 1st day of each quarter, for scheduled Lease Payments or other amounts due and owing at the time under the Lease. You acknowledge that, if we assign the Lease to a third party, the assignee is authorized to debit the account on which your deposit check was drawn. If you would prefer to authorize us to debit another account, fill in the blanks provided below along with a copy of a voided check from the specified account

Account Number: _____ ABA / Routing Number: _____

Financial Institution Name: _____

4. NO WARRANTIES; NO AGENCY; WE ARE LEASING THE EQUIPMENT TO YOU AS-IS. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR ORDINARY USE. You understand and agree that we are independent from the vendor, manufacturer and/or supplier (collectively "Supplier(s)") of the equipment and that neither the Supplier nor any other person is our agent, nor are they authorized to waive or change any term or condition of this Lease. You agree that no representation, guaranty or warranty by the Supplier or other person is binding on us. So long as you are not in default under any terms of this Lease, we transfer to you any warranties made to

will not relieve or excuse your Obligations to us. Regardless of cause, you will not assert any claim whatsoever against us for any direct, consequential, special or indirect damages. If you have entered into a maintenance agreement for the Equipment and the cost of the maintenance agreement is included in the Rent, you acknowledge that we are not responsible for any service, repairs, or maintenance of the Equipment, and that we are not a party to the maintenance agreement. If you have a dispute regarding maintenance or service then you will nevertheless continue to pay all Obligations as they become due. 5. UCC-ARTICLE 2A (whenever the term Article 2A is used herein, it is understood to include equivalent provisions of California Commercial Code Division 9 when California law is applicable). You agree that

Initials [Signature]

by the State of California. You acknowledge that (a) we did not select, manufacture or supply the Equipment, but at your request we have purchased the Equipment for lease to you; and (b) based solely on your own judgment, you have selected the Supplier and the Equipment that you are leasing from you. You agree that you have approved any purchase or supply contract with the Supplier before signing this Lease. You may have rights under the supply or purchase contract, and you may contact the Supplier for a description of those rights or any warranties. To the extent permitted by applicable law. **YOU WAIVE ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON YOU UNDER UCC §§ 2A-393 AND 2A-508 THROUGHOUT 2A-522, INCLUDING WITHOUT LIMITATION, THE RIGHT TO REPUDIATE THE LEASE AND REJECT THE EQUIPMENT; REVOKE ACCEPTANCE OF THE LEASE; OR RECOVER DAMAGES FROM US FOR ANY BREACH OF WARRANTY.** **6. DELIVERY OF EQUIPMENT:** You request that we arrange delivery to you at your expense. We may at our discretion confirm by telephone that you have accepted the Equipment and this telephone verification of your acceptance of the Equipment shall have the same effect as a signed Delivery and Acceptance Certificate. **7. ASSIGNMENT:** You may not sell, transfer, assign or sublease the Equipment without our prior written approval. We may sell, assign or transfer this Lease without notifying you; and you agree that if we do, the new Lessor will have the same rights and benefits that we now have, and will not have to perform any of our obligations. You agree that the rights of the new Lessor will not be subject to any claims, defenses or setoffs that you may have against us. **8. OWNERSHIP, RIGHTS AND QUIET ENJOYMENT:** You agree that we are the owner of and have title to the Equipment or in the case of software, the assignment or the rights to the assignment of the software and/or its license(s). You agree, at your expense, to protect and defend our title and other rights to the Equipment. You shall have the right to quiet use and enjoyment of the Equipment for the term of this Lease, provided you are not in default. We also have the right, at reasonable times, to inspect the Equipment at your expense. **9. CARE, USE AND LOCATION; LOSS OF EQUIPMENT:** You are responsible for installing and keeping the Equipment in good working order and repair. You will keep and use the Equipment only at your address shown on this Lease, only for business or commercial purposes and in compliance with all applicable laws ordinances or regulations. You will not make any alterations to the Equipment without our prior written consent, nor will you permanently attach the Equipment to any real estate. You are responsible for protecting the Equipment from damage, and from any other kind of loss while you have the Equipment or while it is being delivered to you. In the event the Equipment is lost, stolen or damaged then you shall have the option within one week of such event to: (a) repair or replace the Equipment or (b) pay to us the unpaid balance of the remaining Rent under this Lease and our residual interest in the Equipment, discounted to present value at the rate of five percent (5%) plus any other Obligations. **10. TAXES AND FEES:** You agree to pay when due all taxes (including personal property tax, fines and penalties) and fees relating to this Agreement or the Equipment. If we pay any of the above for you, you agree to reimburse us and to pay us a processing fee for each payment we make on your behalf. In addition, you also agree to pay us any filing fees prescribed by the Uniform Commercial Code or other law and reimburse us for all costs and expenses involved in documenting and servicing this transaction. You further agree to pay us an origination fee on or before the date the first payment is due and a termination fee. You also acknowledge that in addition to the lease payments, we may assess and you may be required to pay additional taxes and/or fees including an invoice fee. Such fees may not only cover our costs they may also include a profit. **11. INDEMNITY:** We are not responsible for any injuries or losses to you or any other person or property caused by the installation, operation, maintenance or use of the Equipment. You agree to reimburse us for and defend us against any claims for such losses or injuries, including, without limitation, those arising out of the negligence, tort or strict liability claims. This indemnity shall continue even after the term of this Lease has expired. **12. INSURANCE:** Lessee agrees to maintain, at Lessee's expense, "Special Form" property insurance protecting the Equipment for its full replacement value, naming Lessor as a loss payee on a "Lender's Loss Payable" endorsement, and public liability insurance, in amounts acceptable to Lessor, naming Lessor as an additional insured (together "Required Insurance"). Lessee must provide Lessor satisfactory written evidence of Required Insurance within thirty (30) days of the commencement date of this Lease or of any subsequent written request. If Lessee does not do so, Lessor may obtain insurance from an insurer of Lessor's choosing in such forms and amounts as Lessor selects ("Lease Insurance"). Lease Insurance covers the Equipment and Lessor only and not Lessee. Lessee shall pay Lessor periodic charges for Lease Insurance ("Insurance Charges") that include: a premium that may be higher than if Lessee maintained Required Insurance separately; a finance charge of up to the implicit rate of the Lease on any premium advances made by Lessor or Lessor's agents; and billing and processing fees; each of which may generate a profit to Lessor and Lessor agents. If Lessee fails to pay billed Insurance Charges within 30 days of their due date, Lessor may pay them by applying funds paid under the Lease or debiting Lessee's account under any previously authorized automatic payment. Lessee agrees to arbitrate any dispute with Lessor or Lessor agents regarding Lease Insurance or Insurance Charges under the rules of the American Arbitration Association in Los Angeles, California; provided however, such agreement does not authorize class action arbitration. At Lessor's election, in lieu of obtaining or continuing Lease Insurance, Lessor may require Lessee to pay a monthly additional fee up to 2% of the Equipment Cost. This fee is not calculated with reference to additional risk and constitutes additional profit for Lessor, but represents the basis on which Lessor is willing to forgo from exercising remedies and continue this Agreement without Required Insurance. Lessee will receive no insurance coverage and will not be released from any obligations. Lessor is not selling insurance. Lessor will cease charging the additional fee or billing for Lease Insurance 30 days after Lessee provides satisfactory proof of Required Insurance and compliance with this section. **13. DEFAULT AND REMEDIES:** If you (A) do not pay any Obligation when due; (B) break any of your agreements, representations or covenants under this Lease, including without limitation closing of the account from which Lease Payments are drawn or any other interference with electronic funds withdrawal as provided in Section 3; (C) any guarantor enters (voluntarily or involuntarily) into a bankruptcy proceeding; (D) are a corporation and more than 70% of the issued and outstanding voting capital stock is transferred to or acquired by any person or entity that is not an owner as of the date of this Lease; (E) you change your name, state of incorporation, chief executive office and/or place of residence without providing us with 30 days prior written notice of such change, you will be in default. In the event of a default by you, we can require that you return the Equipment to us and pay to us the remaining balance of all of the Rent due under this Lease, discounted to present value at five percent (5%), together with any other amounts due under this Lease. We can also require that you pay to us our residual interest in the Equipment. Interest shall accrue on all Obligations due us from the date of default until paid at the rate of eighteen percent (18%) per annum, but only to the extent permitted by

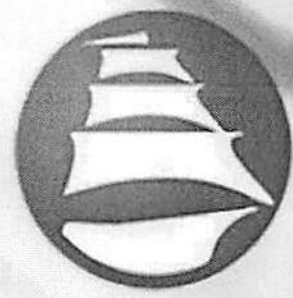
law. We shall also be entitled to recover from you all damages caused by that default. We can also use any of the remedies available to us under the UCC or any other law, including repossession of the Equipment or other Collateral. You agree to reimburse us for all charges, costs, expenses and attorney's fees that we have to pay to enforce this Lease or collect the Obligations under this Lease and in any lawsuit or other legal proceeding which we bring or defend. You also agree that in the event of a dispute related to or arising out of this Lease, the Lessor in such dispute shall be entitled to recover its reasonable attorney's fees and costs. If we have to take possession of the Equipment, you agree to pay the cost of repossession, storing, shipping, repairing and selling the Equipment. You agree that we are entitled to abandon the Equipment if we reasonably believe it to be in our best interests. **14. OTHER RIGHTS:** Time is of the essence in this Lease. You agree that any delay or failure by us to enforce our rights under this Lease or any other agreements shall not prevent us from enforcing any rights at a later time. Both parties intend this Lease to be a valid and legal document, and agree that if any part is determined to be unenforceable, all other parts will remain in full force and effect. You also grant us a security interest in the Equipment and any proceeds of, accessions and attachments to the Equipment as security for your Obligations. You agree that we may file financing statements or other related filings in our name or in the name of any agent designated by us. You hereby authorize us, or our assigns, to file a financing statement without your signature, in form or content and from time to time as we deem proper, listing you as Lessee or Debtor. **15. LESSEE REPRESENTATIONS AND WARRANTIES:** You hereby represent and warrant that at the time you sign this Lease you are and shall remain a business entity duly organized, validly existing, and in good standing under the laws of the state of organization, that your exact legal name, state of incorporation, location of your chief executive office and/or your place of residence as applicable, have been correctly identified to us. You further represent and warrant that at the time you sign this Lease the person executing this Lease or any related document on behalf of you or any related guarantor shall be authorized to take such action and bind you and the guarantor to the Lease, and that the execution, delivery and performance of this Lease is duly authorized by your organizational documents and, if necessary, resolutions of your directors and/or shareholders, partners, or managers and/or members. **16. RETURN OF EQUIPMENT; RENEWAL:** If no default exists or has occurred under this Lease, you may, at the end of the original or any renewal term, purchase all (but not less than all) of the Equipment. At least 180 days but no more than 270 days prior to the end of the original term, you must give us written notice, via certified mail, that you will purchase the Equipment for its fair market value, which we shall determine in our reasonable judgment, or that you will return the equipment to us. If you do not give us such written notice or if you do not purchase or deliver the equipment in accordance with the terms and conditions of this Lease, then this Lease shall automatically renew for a 12 month term, and thereafter renew for successive 6 month terms until you deliver the Equipment to us. During such renewal(s), the Rent shall be the highest monthly rate set forth in this Lease. We may cancel the renewal by sending you written notice 90 days prior to such renewal term. This end of term option may become null and void at our discretion if any Event of Default occurs or continues at any time during the original term of the Lease. Upon payment of end of term option price plus any applicable taxes, and if no default exists, we shall transfer our interest in the Equipment to you "AS-IS, WHERE IS" without any representation or warranty whatsoever and this Lease will terminate. Provided you have given the required notice, and are not then in default, you shall return the Equipment, freight and insurance prepaid to us in good repair, condition, and working order, ordinary wear and tear excepted, in a manner and to a location designated by us. Until the end of term option price is actually paid, you will be responsible to continue to pay rent at the monthly rate set forth in this Lease. **17. LATE CHARGE; FEES:** If any part of any Obligation is not made by you within three (3) days of its due date, you agree to pay us the greater of eighteen percent (18%) of each such late payment or \$25 (to the extent permitted by law). If two payments are not made by you within three (3) days of their due dates, you agree to increase your payment by (18%). Any deposit will not bear interest and may be commingled by us with other funds. We may apply the deposit to any of your obligations or to any loss or damage that we suffer as a result of your default. If so applied, you will, on demand, restore the deposit to its full amount. On your payment of all obligations, provided that you are not otherwise in default, we will return the balance of the deposit to you or apply it to your final rent payment as you direct. **18. ENTIRE AGREEMENT; CHANGES:** This Lease contains the entire agreement between you and us, and it may not be altered, amended, modified, terminated or otherwise changed except in writing and signed by both you and us. A limiting endorsement on a check or other form or payment will not be effective to modify the Obligations or any of the other terms and conditions of this Lease, and we may apply any payment received without being bound by such limiting endorsements. **19. COMPLIANCE; NOTICES:** In the event you fail to comply with any terms of this Lease, we can, but we do not have to, take any action necessary to effect your compliance. If we are required to pay any amount to obtain your compliance, the amount we pay plus all of our expenses in causing your compliance, shall become additional Obligations. This Lease is for the benefit of and is binding upon you and your personal representatives, successors and assigns. **20. CHOICE OF LAW; JURISDICTION: YOU AND WE AGREE THAT THIS LEASE SHALL BE BINDING WHEN ACCEPTED IN WRITING BY US AT OUR OFFICES AND GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA. YOU AND WE EACH CONSENT TO THE JURISDICTION OF THE COURTS OF ORANGE COUNTY, CALIFORNIA AND/OR THE UNITED STATES DISTRICT COURT FOR THE CENTRAL DISTRICT OF CALIFORNIA, SANTA ANA DIVISION FOR THE DETERMINATION OF ALL DISPUTES ARISING UNDER THIS LEASE. YOU WAIVE TRIAL BY JURY IN ANY ACTION BETWEEN US.** **21. REPRESENTATIONS AND COVENANT OF LESSEE:** You represent that all financial and other information furnished to us was, at the time of delivery, true and correct. During the term of this Lease, you shall provide us with such interim or annual financial statements and filed tax returns as we request. **22. COUNTERPARTS:** If this document was sent electronically, you hereby warrant that this document has not been altered in any way. Any alteration or revision to any part of this or any attached documents will make all such alterations or revisions non-binding and void. Only one counterpart of the Lease and of each Schedule or Addenda shall bear our ink signed signature and shall be marked "Original". To the extent that any Lease, Schedule or Addenda constitute chattel paper (as that term is defined by the Uniform Commercial Code), a security interest may only be created in the Lease, Schedule, or Addenda that bears our ink signed signature and is marked "Original".

Lease Number: 183200-000

Initials



Welcome to BALBOA CAPITAL



Regarding Your Agreement Number: **183200-000**

Dear Valued Customer,

We would like to take this opportunity to welcome and thank you for choosing Balboa Capital as your financial partner. Our goal is to provide you with complete customer satisfaction and to continue to work with you on future financing. Enclosed for your records is a copy of the executed agreement. To view your account and payment information log onto www.balboacapital.com/customercenter.

You will receive an invoice from Balboa Capital including any sales tax, or other closing costs due. You may also be billed for applicable personal property tax as assessed by your county and outlined in this agreement. Please contact us using the toll free number below should you have any questions regarding your agreement.

Best Regards,
Balboa Capital Corporation



Online Account Management



Balboa Capital strives to provide our customers with the best service and cutting-edge technology available. That's why we offer Compass - an online customer service site that allows you to manage your account online. To get started, go to www.balboacapital.com/customercenter.

- Submit Payments Online
- Sign up for Automatic Payments
- Request an Address Change
- View Your Invoices
- Request Information Online
- Apply for a New Financing

Future Financing Needs



In the near future we will notify you about additional exclusive credit lines available to you as a valued customer. If you have any immediate needs, please contact your Account Executive who can present you with new solutions such as:

- Business Expansion Financing
- Replacing Obsolete Equipment
- Master Lease Lines of Credit
- Working Capital
- Account Receivable Financing
- Merchant Cash Advance


Have Questions



Many of your questions can be answered by logging onto Compass. However if you would like to speak with one of our Customer Service Representatives, please feel free to contact us with any questions you may have regarding your account.

Customer Service
(888) 272-1800
customerservice@balboacapital.com

Your Account Executive
Kirsten Merza
kirstenm@balboacapital.com



Manage Your Account and Make Payments Online - With Compass



COMPASS
Online Account Management

With Compass you will have access to important detailed account information and other helpful services.

Need to make a payment online or review your current invoice? Its simple and easy with Compass. Our account management system allows you to quickly and safely retrieve account information with a few clicks of a button.

Plus, you will be glad to know that you can find answers to many of your questions regarding your account by simply logging onto Compass.

Start managing your account today:

Sign-Up For Compass

Account Mangement at your finger tips...



*Make Payments
Online*



View Your Invoice



*Sign-up for Auto
Debit Payments*



Request a Pay-off



*Update Billing
Information*



*Request Additional
Financing Information*





Going Green By Going Paperless

Important Information About Your Account

Regarding Your Lease Number: **183200-000**

Dear RICE RESTAURANTS, INC. dba PAPA MURPHY'S TAKE & BAKE

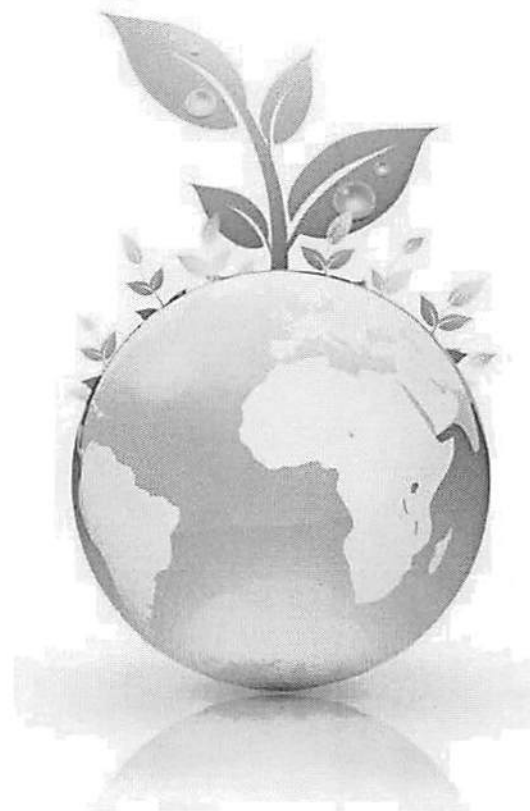
As part of our Go Green program we have adopted electronic invoice delivery as our standard method of billing. Paper invoices will remain available, however there will be a \$5.00 fee assessed for the processing, printing and mailing of each paper invoice.

To ensure you receive your electronic invoices, please make sure you are enrolled into Go Green. If you are a new customer you will need to first register through the customer login screen at www.balboacapital.com. You need to reference your Customer Number **109537**. Current customers can simply log onto their account and click on the Go Green tab. Select the Paperless Invoice box and provide an updated email address. While online, enroll into Automatic Debit Payments. It is safe, secure and another great way to reduce waste.

If you elect not to enroll into Go Green, the invoice fee will be charged on your first paper invoice mailed to you.

Thank you for helping us in our effort to implement environmentally friendly business practices.

Balboa Capital





Insurance Requirement Notification

Lease Agreement Number: 183200-000

Lessee Name: RICE RESTAURANTS, INC. dba PAPA MURPHY'S TAKE & BAKE

Lessee Address: 2510 WILLIAM ST

Cape Girardeau, MO 63703

The subject financing agreement requires you to keep the Equipment insured against all risks of loss or damage in an amount not less than the replacement cost of the Equipment. You will also need to obtain and maintain comprehensive public liability in the amounts of \$300,000/occurrence and \$600,000/aggregate.

You will be contacted for your insurance provider and will need to forward the appropriate Certificates of Insurance to Balboa Capital Corporation after the funding of your Agreement.

Please notify your insurance provider to include the following information on the Certificates of Insurance:

- 1. Lease Number**
- 2. Address of equipment location(s)**
- 3. Balboa Capital Corporation and/or our assigns names as the sole lender loss payee on the property insurance**
- 4. Balboa Capital Corporation and/or its assigns named as an additional insured on the public liability policy**

In the event you do not provide these Certificates of Insurance as required by the time of funding, you agree that we have the right, but not the obligation, to obtain such insurance and charge you a fee and you agree to pay the fee when presented.

Refer to the **INSURANCE** Section of your Agreement, for the specific information related to insurance for this agreement.

04/30/13

Addendum "A"

To

Lease Number: 183200-000

Reference is made to the above-referenced Lease Agreement ("Lease") dated 5/17/13, by and between RICE RESTAURANTS, INC. dba PAPA MURPHY'S TAKE & BAKE as Lessee, and BALBOA CAPITAL CORPORATION as Lessor.

Notwithstanding the terms and conditions contained in the Lease and to the limited extent hereof, the parties hereto agree as follow:

"THE END OF TERM OPTION AS REFERRED TO WITHIN THE LEASE AGREEMENT SHALL BE FMVNR (FAIR MARKET VALUE NO RESIDUAL) EQUAL TO 0 % OF THE ORIGINAL EQUIPMENT COST."

In all other respects, the terms and conditions of the Lease, as originally set forth, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto, by their authorized signatories, have executed this Addendum "A" at the date set forth below their respective signatures.

"Delivery of this document bearing a facsimile signature or signatures shall have the same force and effect as if the document bore an original signature."

Lessor:
BALBOA CAPITAL CORPORATION

By: [Signature]
Vice President

Date: 7/9/13

Lessee:
RICE RESTAURANTS, INC. dba PAPA MURPHY'S TAKE & BAKE

By: [Signature]
Name: Joseph Rice
Title: President

Date: 04/30/13





Change Addendum

Lease Agreement: 183200-000

Reference is made to the above-referenced Lease Agreement ("Lease") dated 5/17/13 by and between RICE RESTAURANTS, INC. dba PAPA MURPHY'S TAKE & BAKE, as Lessee, and BALBOA CAPITAL CORPORATION, as Lessor

Notwithstanding the terms and conditions contained in the Lease and to the limited extent hereof, Lessor and Lessee agree as follows:

The Quarterly Rent amount of "\$3,239.64" is hereby changed to "\$3,363.18" and Lessee agrees to make such payments as set forth in the Lease.



In all other respects, the terms and conditions of the Lease, as originally set forth, shall remain in full force and effect
IN WITNESS WHEREOF, the parties hereto, by their authorized signatories, have executed this Change Addendum on the date set forth below their respective signatures

"Delivery of this document bearing a facsimile signature or signatures shall have the same force and effect as if the document bore an original signature."

Lessor:
BALBOA CAPITAL CORPORATION

By: [Signature]
Vice President

Date: 7/9/13

Lessee:
RICE RESTAURANTS, INC. dba PAPA MURPHY'S TAKE & BAKE

By: [Signature]
Name: Joseph Rice
Title: President

Date: 08/27/13

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Lease Agreement (Page 1 of 2)

Lease Number: 183200-000

Lessee Information

Business Name: RICE RESTAURANTS, INC. dba PAPA MURPHY'S TAKE & BAKE		Business Address: 2510 WILLIAM ST Cape Girardeau, MO 63703	Equipment Location Address: (if different than billing address of Lessee)
Business Phone: 573-339-7272	Business Tax ID#:		

Lease Terms and Conditions

Quarterly Rent (plus applicable taxes): \$3,239.64	Base Term in QUARTERS: 9	Required Deposit: \$3,239.64	Doc Fees: WAT/BD
Security Deposit: 1 payment(s)			

Equipment Supplier Information / Equipment Description: SEE EXHIBIT "A"

The undersigned agrees that this lease is the agreement of the parties, including all terms of the second page of this agreement. Balboa Capital Corporation is not affiliated with the supplier of any of the Equipment and is not responsible for any promises made by any supplier, vendor, or other person who is not an officer of Balboa Capital Corporation.

Signature: _____
Name: **Joseph Rice** Title: _____ Date: **05/17/13**

ACKNOWLEDGED BY: BALBOA CAPITAL CORPORATION

By: _____ Vice President Date: **5/19/13**

Lease Guaranty

For purposes of this Guaranty, Lessee shall mean the Lessee set forth above and on the second page of the Lease Agreement. I/WE/WE shall mean the person making the guaranty and if married, his or her marital community. YOU/YOUR shall mean the Lessor. I agree that I have an interest in the Lessee, accounts or otherwise, and that they are aware and will perform all its other Obligations under the Lease even if you modify or renew the Lease. The Lease guaranty will be jointly and severally responsible. You do not have to notify me if the Lessee is in default under the Lease. You may obtain any information from credit reporting agencies you deem necessary to enforce this guaranty. If the Lessee defaults, I will immediately pay all Obligations due under the Lease. I agree that I will not be released or discharged if you: (i) fail to perfect a security interest in or any property which secures the Obligations (Collateral); (ii) fail to protect the Collateral; or (iii) abandon or release the Collateral. I agree that you do not have to proceed first against the Lessee or any Collateral. I hereby waive notice of acceptance of this guaranty and of all other notices or demands of any kind which I may be entitled to. I will reimburse you for all expenses you incur in enforcing your rights against the Lessee or me, including, without limitation, attorneys' fees and costs. I acknowledge that I have read and understood the Lease and this Guaranty. This is an irrevocable, continuing guaranty and binds my heirs, administrators and representatives. CONSENT TO THE JURISDICTION OF THE COURTS OF ORANGE COUNTY, CALIFORNIA AND/OR THE UNITED STATES DISTRICT COURT FOR THE CENTRAL DISTRICT OF CALIFORNIA SANTA ANA DIVISION, AT YOUR SOLE OPTION, FOR THE DETERMINATION OF ALL DISPUTES RELATED TO THE LEASE OR THIS GUARANTY. I agree that this guaranty shall be governed by the laws of the State of California. YOU WAIVE TRIAL BY JURY.

Signature: _____ Name: **Joseph Rice** Return Phone: _____ Date: **05/17/13**

1. LEASE. You agree to lease from us and we agree to lease to you, the equipment listed above or on any schedule to this Lease (Equipment). You unconditionally promise to pay us the extent of all the rental and other payments indicated above or on any schedule (Rent). You authorize us to report to the Bureau of Motor Vehicle Registration (DMV) the make, model, year, color, and other identifying information about the Equipment, as well as any other combined federal states All Rent and other payments under this Lease or any other agreement with us (collectively Obligations or Obligations) are payable in U.S. dollars, and may be adjusted upward or downward no more than ten percent (10%) to reflect actual costs. We may from time to time, at our sole discretion, accept a photocopy or electronically transmitted facsimile copy of this Lease, any Schedules to this Lease, or other Lease documents as the binding and effective record of such agreement(s) whether or not an ink signed counterpart thereof is also received by us from you, provided, however, that a such agreement(s) shall be binding upon us until and unless they are agreed by us in any signature line where we are to sign as indicated on the Lease, Schedule or other agreement. Any such photocopy or electronically transmitted document received by us shall, when executed by us, constitute an original document for the purpose of establishing the provisions thereof and shall be legally admissible under the best or original evidence rule and binding on us as well. 2. TERM OF LEASE: This Lease shall become effective upon acceptance by us by signing and dating this Lease. The base term ("Base Term") of each Lease shall commence on the Lessee's date of use as set forth on the Commencement Date and terminate upon the expiration of the number of quarters specified above. A termination of the agreement of the Rent based on a daily change of responsibility (RER) of the Rent from the date the Equipment has been delivered and accepted by you ("Commencement Date") to beginning of the Base Term shall be payable at the Commencement Date. Following the Commencement Date, Rent and other Obligations payments are due on the same day of each quarter as the first Rent payment, payable to a location to be designated in writing. YOUR OBLIGATION TO PAY RENT TO US IS UNCONDITIONAL AND NOT SUBJECT TO ANY REDUCTION, SET-OFF, DEFENSE, OR COUNTERCLAIM AND MAY NOT BE CANCELLED FOR ANY REASON WHATSOEVER. Your offer is an irrevocable offer to enter this Lease. In the event that you sign this Lease, but the Lessee is not commenced, the address payments, down payments, fees and security deposit may be retained by us to compensate for our documentation, processing, and other expenses. We have the right, but not the obligation, to electronically withdraw funds from your bank account to pay for any unpaid Rent, taxes, fees, charges and assessments. 3. PAYMENT OF LEASE OBLIGATIONS. Payment of the Lease Obligations shall be made by electronically withdrawing funds from the bank account on which your deposit check was drawn. You authorize us to debit from this account on which your deposit check was drawn, on or after the 1st day of each quarter, for scheduled Lease Payments or other amounts due and owing at the time under the Lease. You acknowledge that, if we receive the Lessee to a third party, the Lessee is authorized to debit the account on which your deposit check was drawn. If you would prefer to authorize us to debit another account, fill in the blanks provided below along with a copy of a voided check from the specified account.

Account Number: _____ ADA / Routing Number: _____

Financial Institution Name: _____
4. NO WARRANTIES; NO AGENCY; WE ARE LEASING THE EQUIPMENT TO YOU AS-IS. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR ORDINARY USE. You understand and agree that we are independent from the vendor, manufacturer and/or supplier (collectively "Supplier(s)") of the Equipment and that neither the Supplier nor any other person is our agent, nor are they authorized to warrant or change any terms or conditions of this Lease. You agree that no representation, guaranty or warranty by the Supplier or other person is binding on us so long as you are not in default under any terms of this Lease, we transfer to you any warranties made to us, as the owner of the Equipment, by the Supplier. You agree that any breach by the Supplier will not release or excuse your Obligations to us. Regardless of cause, you will not assert any claim whatsoever against us for any direct, consequential, special or indirect damages. If you have entered into a maintenance agreement for the Equipment and the cost of the maintenance agreement is included in the Rent, you acknowledge that we are not responsible for any service, repair, or maintenance of the Equipment, and that we are not a party to the maintenance agreement. If you have a dispute regarding maintenance or service that you will nevertheless continue to pay all Obligations as they become due. 5. UNCLEAR ARTICLE 2A (whenever the term Article 2A is used herein, it is understood to include equivalent provisions of California Commercial Code Division 9 when California law is applicable). You agree that this Lease is a "Finance Lease" under Article 2A of the Uniform Commercial Code as adopted

by the State of California. You acknowledge that (a) we did not select, manufacture or supply the Equipment, but at your request we have purchased the Equipment for lease to you, and (b) based solely on your own judgment, you have selected the Supplier and the Equipment that you are leasing from us. You agree that you have approved any purchase or apply contract with the Supplier before signing this Lease. You may have rights under the supply or purchase contract, and you may contact the Supplier for a description of those rights or any warranties. To the extent permitted by applicable law, YOU WAIVE ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON YOU UNDER UCC §§ 2A-309 AND 2A-509 THROUGH 2A-512, INCLUDING WITHOUT LIMITATION, THE RIGHT TO REPUDIATE THE LEASE AND REJECT THE EQUIPMENT; REVOKE ACCEPTANCE OF THE LEASE; OR RECOVER DAMAGES FROM US FOR ANY BREACH OF WARRANTY. 6. DELIVERY OF EQUIPMENT: You request that we arrange delivery to you at your expense. We may at our discretion confirm by telephone that you have accepted the Equipment and this telephone verification of your acceptance of the Equipment shall have the same effect as a signed Delivery and Acceptance Certificate. 7. ASSIGNMENT: You may not sell, transfer, assign or sublease the Equipment without our prior written approval. We may sell, assign or transfer this Lease without notifying you, and you agree that if we do, the new Lessor will have the same rights and benefits that we now have, and will not have to perform any of our obligations. You agree that the rights of the new Lessor will not be subject to any claims, defenses or setoffs that you may have against us. 8. OWNERSHIP, RIGHTS AND QUIET ENJOYMENT: You agree that we are the owner of and have title to the Equipment or in the case of software, the assignment or the rights to the assignment of the software and/or its license(s). You agree, at your expense, to protect and defend our title and other rights to the Equipment. You shall have the right to quiet use and enjoyment of the Equipment for the term of this Lease, provided you are not in default. We also have the right, at reasonable times, to inspect the Equipment at your expense. 9. CARE, USE AND LOCATION; LOSS OF EQUIPMENT: You are responsible for installing and keeping the Equipment in good working order and repair. You will keep and use the Equipment only at your address shown on this Lease, only for business or commercial purposes and in compliance with all applicable laws, ordinances or regulations. You will not make any alterations to the Equipment without our prior written consent, nor will you permanently attach the Equipment to any real estate. You are responsible for protecting the Equipment from damage, and from any other kind of loss while you have the Equipment or while it is being delivered to you. In the event the Equipment is lost, stolen or damaged then you shall have the option within one week of such event to: (a) repair or replace the Equipment or (b) pay to us the unpaid balance of the remaining Rent under this Lease and our residual interest in the Equipment, discounted to present value at the rate of five percent (5%) plus any other Obligations. 10. TAXES AND FEES: You agree to pay when due all taxes (including personal property tax, sales and securities) and fees relating to this Agreement or the Equipment. If we pay any of the above for you, you agree to reimburse us and to pay us a processing fee for each payment we make on your behalf. In addition, you also agree to pay us any filing fees prescribed by the Uniform Commercial Code or other law and reimburse us for all costs and expenses involved in documenting and servicing this transaction. You further agree to pay us an origination fee on or before the date the first payment is due and a termination fee. You also acknowledge that in addition to the lease payments, we may assess and you may be required to pay additional taxes and/or fees including an invoice fee. Such fees may not only cover our costs they may also include a profit. 11. INDEMNITY: We are not responsible for any injuries or losses to you or any other person or property caused by the installation, operation, maintenance or use of the Equipment. You agree to reimburse us for and defend us against any claims for such losses or injuries, including, without limitation, those arising out of the negligence, tort or strict liability claims. This indemnity shall continue even after the term of this Lease has expired. 12. INSURANCE: Lessee agrees to maintain, at Lessee's expense, "Special Form" property insurance protecting the Equipment for its full replacement value, naming Lessor as a loss payee on a "Lessor's Loss Payable" endorsement, and public liability insurance. In amounts acceptable to Lessor, naming Lessor as an additional insured (together "Required Insurance"). Lessee must provide Lessor satisfactory written evidence of Required Insurance within thirty (30) days of the commencement date of this Lease or of any subsequent written request. If Lessee does not do so, Lessor may obtain insurance from an insurer of Lessor's choosing in such form and amounts as Lessor selects ("Lessor Insurance"). Lessor Insurance covers the Equipment and Lessee only and not Lessee. Lessee shall pay Lessor pro-rata charges for Lessor Insurance ("Insurance Charges") that include a premium that may be higher than if Lessee maintained Required Insurance separately, a finance charge of up to the implicit rate of the Lease on any premium advances made by Lessor or Lessor's agents and billing and processing fees, each of which may generate a profit to Lessor and Lessor's agents. If Lessor fails to pay billed Insurance Charges within 30 days of their due date, Lessor may pay them by applying funds paid under the Lease or debiting Lessee's account under any previously authorized automatic payment. Lessee agrees to arbitrate any dispute with Lessor or Lessor's agents regarding Lease Insurance or Insurance Charges under the rules of the American Arbitration Association in Los Angeles, California; provided however, such agreement does not authorize class action arbitration. At Lessor's election, in lieu of obtaining or continuing Lease Insurance, Lessor may require Lessee to pay a monthly additional fee up to 2% of the Equipment Cost. This fee is not calculated with reference to additional risk and sometimes additional profit for Lessor, but represents the basis on which Lessor is willing to forego from crediting Lessee and continue this Agreement without Required Insurance. Lessee will receive no insurance coverage and will not be released from any obligations Lessee is not willing to assume. Lessor will cease charging the additional fee or billing for Lease Insurance 30 days after Lessee provides satisfactory proof of Required Insurance and compliance with this section. 13. DEFAULT AND REMEDIES: If you (A) do not pay any Obligation when due; (B) break any of your agreements, representations or covenants under this Lease, including without limitation closing of the account from which Lease Payments are drawn or any other interference with electronic funds withdrawal as provided in Section 3; (C) any government action (voluntarily or involuntarily) into a bankruptcy proceeding; (D) are a co-defendant and more than 50% of the issued and outstanding voting capital stock is transferred to or acquired by any person or entity that is not an owner as of the date of this Lease; (E) you change your name, state of incorporation, chief executive office and/or place of residence without providing us with 30 days prior written notice of such change, you will be in default. In the event of a default by you, we can require that you return the Equipment to us and pay to us the remaining balance of all of the Rent due under this Lease, discounted to present value at five percent (5%), together with any other amounts due under this Lease. We can also require that you pay to us our residual interest in the Equipment. Interest shall accrue on all Obligations due us from the date of default until paid at the rate of eighteen percent (18%) per annum, but only to the extent permitted by

law. We shall also be entitled to recover from you all damages caused by that default. We can also use any of the remedies available to us under the UCC or any other law, including repossession of the Equipment or other Collateral. You agree to reimburse us for all charges, costs, expenses and attorney's fees that we have to pay to enforce this Lease or collect the Obligations under this Lease and in any lawsuit or other legal proceeding which we bring or defend. You also agree that in the event of a dispute related to or arising out of this Lease, the Lessor in such dispute shall be entitled to recover its reasonable attorney's fees and costs. If we have to take possession of the Equipment, you agree to pay the cost of repossession, storing, shipping, repairing and selling the Equipment. You agree that we are entitled to abandon the Equipment if we reasonably believe it to be in our best interests. 14. OTHER RIGHTS: Time is of the essence in this Lease. You agree that any delay or failure by us to enforce our rights under this Lease or any other agreements shall not prevent us from enforcing any rights at a later time. Both parties intend this Lease to be a valid and legal document and agree that if any part is determined to be unenforceable, all other parts will remain in full force and effect. You also grant us a security interest in the Equipment and any proceeds of, accessories and attachments to the Equipment as security for your Obligations. You agree that we may file financing statements or other related filings in our name or in the name of any agent designated by us. You hereby authorize us, or our assigns, to file a financing statement without your signature, in form or content and from time to time as we deem proper. Listing you as Lessee or Debtor. 15. LESSOR REPRESENTATIONS AND WARRANTIES: You hereby represent and warrant that at the time you sign this Lease you are and shall remain a business entity duly organized, validly existing, and in good standing under the laws of the state of organization, that your exact legal name, state of incorporation, location of your chief executive office and/or your place of residence as applicable, have been correctly identified to us. You further represent and warrant that at the time you sign this Lease the person executing this Lease or any related document on behalf of you or any related guarantor shall be authorized to take such action and bind you and the guarantor to the Lease, and that the execution, delivery and performance of this Lease is duly authorized by your organizational documents and, if necessary, resolutions of your directors and/or shareholders, partners, or managers and/or members. 16. RETURN OF EQUIPMENT; RENEWAL: If no default exists or has occurred under this Lease, you may, at the end of the original or any renewal term, purchase all (but not less than all) of the Equipment, At Least 180 days but no more than 270 days prior to the end of the original term, you must give us written notice, via certified mail, that you will purchase the Equipment for its fair market value, which we shall determine in our reasonable judgment, or that you will return the equipment to us. If you do not give us such written notice or if you do not purchase or deliver the equipment in accordance with the terms and conditions of this Lease, then this Lease shall automatically renew for a 12 month term, and thereafter renew for successive 6 month terms until you deliver the Equipment to us. During such renewal(s), the Rent shall be the highest monthly rate set forth in this Lease. We may cancel the renewal by sending you written notice 90 days prior to each renewal term. This end of term option may become null and void at our discretion if any Event of Default occurs or continues at any time during the original term of the Lease. Upon payment of end of term option price plus any applicable taxes, and if no default exists, we shall transfer our interest in the Equipment to you "AS-IS, WHERE IS" without any representation or warranty whatsoever and less Lessee will terminate. Provided you have given the required notice, and are not then in default, you shall return the Equipment, freight and insurance prepaid to us in good repair, condition, and working order, ordinary wear and tear excepted, in a manner and to a location designated by us. Until the end of term option price is actually paid, you will be responsible to continue to pay rent at the monthly rate set forth in this Lease. 17. LATE CHARGE; FEES: If any part of any Obligation is not made by you within three (3) days of its due date, you agree to pay us the greater of eighteen percent (18%) of each such late payment or \$25 (to the extent permitted by law). If two payments are not made by you within three (3) days of their due dates, you agree to insure your payment by (18%). Any deposit will not bear interest and may be commingled by us with other funds. We may apply the deposit to any of your obligations or to any loss or damage that we suffer as a result of your default. If so applied, provided that you are not otherwise in default, we will return the balance of the deposit to you or apply it to your final net payment as you direct. 18. ENTIRE AGREEMENT; CHANGES: This Lease contains the entire agreement between you and us, and it may not be altered, amended, modified, terminated or otherwise changed except in writing and signed by both you and us. A similar endorsement on a check or other form of payment will not be effective to modify the Obligations or any of the other terms and conditions of this Lease, and we may apply any payment received without being bound by such limiting endorsements. 19. COMPLIANCE; NOTICES: In the event you fail to comply with any terms of this Lease, we can, but we do not have to, take any action necessary to effect your compliance. If we are required to pay any amount to obtain your compliance, the amount we pay plus all of our expenses in causing your compliance, shall become additional Obligations. This Lease is for the benefit of and to bind upon you and your personal representatives, successors and assigns. 20. CHOICE OF LAW; JURISDICTION: YOU AND WE AGREE THAT THIS LEASE SHALL BE BINDING WHEN ACCEPTED IN WRITING BY US AT OUR OFFICE AND GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA. YOU AND WE EACH CONSENT TO THE JURISDICTION OF THE COURTS OF ORANGE COUNTY, CALIFORNIA AND/OR THE UNITED STATES DISTRICT COURT FOR THE CENTRAL DISTRICT OF CALIFORNIA, SANTA ANA DIVISION FOR THE DETERMINATION OF ALL DISPUTES ARISING UNDER THIS LEASE. YOU WAIVE TRIAL BY JURY IN ANY ACTION BETWEEN US. 21. REPRESENTATIONS AND COVENANTS OF LESSOR: You represent that all financial and other information furnished to us was, at the time of delivery, true and correct. During the term of this Lease, you shall provide us with such financial or annual financial statements and filed the returns as we request. 22. COUNTERPARTS: If this document was sent electronically, you hereby warrant that this document has not been altered in any way. Any alteration or revision to any part of this or any attached documents will make all such alterations or revisions non-binding and void. Only one counterpart of the Lease and of each Schedule or Addenda shall bear our ink signed signatures and shall be marked "Original". To the extent that any Lease, Schedule or Addenda constitute checked paper (as that term is defined by the Uniform Commercial Code), a security interest may only be created in the Lease, Schedule, or Addenda that bears our ink signed signature and is marked "Original".

Lease Number: 183200-000

Initials 



DELIVERY AND ACCEPTANCE CERTIFICATE

Lease # 183200-800

By signing below, you, the Lessee, agree:

- a That all Equipment described in the Lease identified above has been delivered, inspected, installed and is unconditionally and irrevocably accepted by you as satisfactory for all purposes of the Lease; and
- b That we, BALBOA CAPITAL CORPORATION, are authorized to purchase the Equipment and start billing you under the Lease as set forth in Section 2.

Date of Acceptance: 6/3/13

Lessee Name: RICE RESTAURANTS, INC. dba PAPA MURPEY'S TAKE & BAKE

Signature:
 Name: Joseph Rice
 Title: President

I hereby authorize _____ to orally verify my/our acceptance of the equipment
 subject to Lease Agreement # 183200-800 in my absence

"Delivery of this document bearing a facsimile signature or signatures shall have the same force and effect as if the document bore an original signature."

SL192

EXHIBIT 'A'
EQUIPMENT DESCRIPTION

The following invoice(s) are referenced, and hereby incorporated, for the purpose of describing the equipment subject to lease agreement # 183200-000. By signing below, I, the lessee, acknowledge that I choose to lease the equipment listed on the invoice(s) per the payment schedule and the terms and conditions set out in lease agreement, which is the governing document to this lease regardless of the price and terms (if any) indicated on the invoice(s).

EQUIPMENT DESCRIPTION	INVOICE #	INVOICE DATE	VENDOR NAME
<p>See Invoices attached hereto as exhibit A1 and incorporated herein by this reference.</p>			

Lease Number 183200-000

Lessee Name MCE RESTAURANTS, INC, dba PAPA MURPHY'S TAKE & BAKE

By: _____
Name: Joseph Kice
Title: President
Date: 04/30/13

Page 1 of 1

"Delivery of this document bearing a facsimile signature or signatures shall have the same force and effect as if the document bore an original signature."

Hold Harmless Letter Agreement

Lease Number 183200-000

This Hold Harmless Letter Agreement has been written in "Plain English". When we use the words you or your, we mean you, our customer, which is the Lessee described in the Lease referenced above. When we use the words we, us and our, we mean the Lessor, Balboa Capital Corporation.

Normally we do not pay any equipment supplier until all of the Equipment (as described in the Lease) has been delivered and installed. You are requesting we pay your supplier(s) prior to delivery and installation of all of the Equipment subject to your Lease.

Your signature below authorizes us, in our sole and absolute discretion, to make payment(s) to all of your supplier(s) :

You shall pay us interim rent from the date of the prefund verbal verification based on the aggregate amount of our payment(s) to your supplier(s) multiplied by the daily equivalent lease rate. (The daily equivalent lease rate is equal to 1/30th of the quotient that results when dividing the monthly rental payment of your Lease by the aggregate invoice amounts) Once all of the Equipment has been delivered and installed, you shall sign, date and return our Delivery and Acceptance Certificate. Interim rent shall continue to accrue from the date of such Delivery and Acceptance Certificate through the first day of the following month.

Our payment to your supplier(s) prior to delivery and installation of all of the Equipment is being made as an accommodation to you. If you are dissatisfied with the Equipment, or you fail to take delivery of it, or installation is not satisfactory, you still agree to make all payments called for in your Lease. You hereby acknowledge and understand that by signing this Agreement, you agree that you shall be responsible for taking delivery/installation of the Equipment subject to your Lease, and that you shall hold us, and our assignees, harmless for any failure to take delivery/installation of the Equipment, and shall seek recovery against the supplier(s) and/or manufacturer(s) of the Equipment only, and not us or any of our assignees. You further agree that you will remain absolutely responsible to us, or our assignees, for all payments required under the Lease, and waive any and all claims against us, or our assignees, arising out of the failure of the Equipment to be delivered, installed, and/or operational in a timely or acceptable manner, or at all.

In the event you do not sign, date and return our Delivery and Acceptance Certificate within thirty (30) days of our first payment to your supplier(s), the term of your Lease shall commence, at our sole option, and payments will become due as described in the Lease. If for any reason we, in our sole and absolute discretion, decide not to commence the term of the Lease within thirty (30) days after we pay your supplier(s) and instead cancel the Lease, then you agree to pay us all amounts we have paid to the supplier(s) within two (2) business days of our written demand for repayment, together with interest at eighteen percent (18%) per annum or such other amount of interest as may be allowed by law if the law does not allow 18% interest.

We both agree as Lessee and Lessor under the Lease that this Agreement shall be binding when accepted in writing by Lessor at our offices. This Agreement shall be governed by the laws of the State of California. We both further agree as Lessee and Lessor under the Lease and we both consent to the jurisdiction of the courts of Orange County, California for the determination of all disputes arising under or relating to this Hold Harmless Letter Agreement. In the event of litigation concerning the terms of this Hold Harmless Letter Agreement, you shall pay all of our reasonable attorneys fees and costs incurred in connection with the enforcement, administration, defense, and/or interpretation of the terms and conditions of this Hold Harmless Letter Agreement and the Lease. This Agreement and the other agreements mentioned herein contains the entire agreement between you and us, and it may not be altered, amended, modified, terminated or otherwise changed except in writing and signed by both you and us. A limiting endorsement on a check or other form or payment will not be effective to modify any of the other terms and conditions of this Agreement, and we may apply any payment received without being bound by such limiting endorsements. Delivery of this Hold Harmless Letter Agreement bearing a facsimile signature or signatures shall have the same force and effect as if the document bore an original ink signature.

Lessee: RICE RESTAURANTS, INC. dba PAPA MURPHY'S TAKE & BAKE Date: 04/30/13

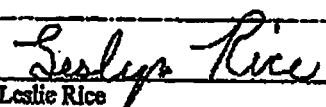
By: 

Name: Joseph Rice

Title: President

By execution below, the undersigned Guarantor(s) unconditionally guarantee to Lessor performance when due of all obligations of Lessee under this Hold Harmless Letter Agreement and Lease Agreement # 183200-000.

Name:  Guarantor
Joseph Rice

Sign:  Guarantor
Leslie Rice



BALBOA
CAPITAL

2010 Main Street, Suite 1100 • Irvine, CA 92614

Phone (888) BALBOA1 • Fax (949) 756-0886

December 31, 2013

Rice Restaurants, Inc.
DBA Papa Murphy's Take and Bake
2510 William St.
Cape Girardeau, MO 63703

RE: Lease Agreement #183200-000

Accounts Payable,

Enclosed you will find the check you mailed in for the above referenced Lease Agreement. The reason this is being returned to you is because it is less than the total amount due to pay off the Lease Agreement. Balboa Capital does not accept partial payoffs. Please find an updated payoff quote indicating the total amount due in order to pay off your Lease Agreement.

If you have any other questions or concerns you would like to discuss, please feel free to call me directly.

Thank you,

Jaclyn Munoz
Portfolio Management
Contract Maturity Manager
tel.949-553-3475
fax.949-399-3175
jaclynm@balboacapital.com

www.balboacapital.com

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CERTIFIED MAIL™ RECEIPT

(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL STATE

Postage	\$ 14
Certified Fee	3.11
Return Receipt Fee (Endorsement Required)	2.
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 6.11

FIRST STATE COMM BANK CPU 002
MO 63703

Postmark
Here
DEC 23 2013

Sent to Balboa Capital
 Street, Apt. No. or PO Box No. P.O. Box 79445
 City, State, ZIP+4 City of Industry, CA 91716

PS Form 3800, August 2006 See Reverse for Instructions

5060 2062 1000 0592 701

Send Save as Draft Attach Files Spell Check More Pop-in

To: "Steve Claussen" <steve.claussen@papamurphys.com>

Cc: dick.larsen@papamurphys.com, capegapa@att.net

Subject: RICE RESTAURANTS, INC.

Bruce Baker
Chris Snider
Gordon Glaus
Jessica Wasson

Enable Formatting

Dear Mr. Claussen:

I am writing with regard to the ongoing dispute my client, Mr. Joe Rice, is having with Balboa Capital. Mr. Rice has continued to attempt to live up to his end of the bargain, and pay the loan as the payments came due on Mr. Rice's account. In fact, Balboa promised to refund those funds to Mr. Rice but has never performed those payments, and Balboa refused to supply such a schedule, Mr. Rice reached a breaking point.

Mr. Rice calculated the amount of the 8 quarterly payments required under the original contract which he has already paid (\$16,054.48) to Balboa. On this check, and in the included letter, I indicated that I would pay the balance on the memo line of the check. Balboa accepted this check as payment, and deposited this check on 1/2/14.

Mr. Rice wishes to express his gratitude for Papa Murphy's continued support during this ordeal. I appreciate your assistance in order to conclude this nightmare loan agreement with Balboa.

Mr. Rice requests that you contact Balboa, if and when, Balboa attempts to dispute this as a final payment in order to assist him in the event that Balboa disputes this amount or proceeds to litigation. Additionally, he requests that you be placed on the lender list. Additionally, he requests you retain copies of these documents in the event that Balboa proceeds to litigation.

Thank you again for your ongoing support.

Yours very sincerely,

Adam Gohn

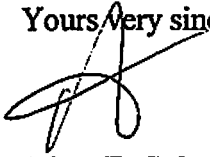
Adam Gohn, Esq.
Attorney and Counselor at Law
Glaus & Gohn, LC
Attorneys at Law
P: (573) 332-1335
F: (573) 334-5347
E: adam@glausandgoohn.com
W: www.glausandgoohn.com

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General

Yours very sincerely,

A handwritten signature in black ink, appearing to read 'AEG', with a large, stylized flourish extending from the end of the signature.

Adam E. Gohn
Attorney & Counselor at Law
GLAUS & GOHN, LC

AEG/jaw
Enclosures
cc: File

quarterly payment should therefore be due in February 2014. Again, since Balboa has not provided Mr. Rice with a payment schedule, we cannot determine when exactly this payment, or the next will be due.

The total amount paid to date should be no more than the sum of three (3) quarterly payments, which is TEN THOUSAND EIGHTY NINE DOLLARS AND THIRTY CENTS (\$10,089.30 = \$3,363.10 X 3). Additionally, Mr. Don Hansen acknowledged an additional sum of money was taken from Mr. Rice, which explains why Mr. Rice has currently paid Balboa \$761.02 more than the amount due under the original contract.

Additionally, the most recent invoice showed a charge for failure to provide a proof of insurance to your company. Mr. Rice included a copy of his insurance that has been in force for many years to your company with the original contract correspondence. If your company misplaced it, please let me know and I can forward you another copy.

Mr. Rice has worked his entire life to establish and maintain impeccable credit. Any attempt to sully Mr. Rice's good credit for an account he has already paid more than what is required will not be tolerated. Mr. Rice's credit is necessary to the success of his business and interference with something so vital to his livelihood will force Mr. Rice to explore all legal and equitable remedies at his disposal.

Do not hesitate to contact me if you have any questions.

Yours very sincerely,



Adam E. Gohn
Attorney & Counselor at Law
GLAUS & GOHN, LC

AEG/jaw
Enclosures
cc: File

GLAUS & GOHN, LC

Gordon L. Glaus
Adam E. Gohn

Glaus & Gohn, L.C.
1930 Broadway Ste. A
Cape Girardeau, MO. 63701

Phone: 573-332-1341

Fax: 573-334-5347

E-mail: gordon@glausandgohn.com
adam@glausandgohn.com

FAX

To: Balboa Capital

From: Adam Gohn

Fax: (800) 824-2250

Pages: 3

Phone:

Date: 12/11/2013

Re: Rice Restaurants, Inc.

Cc:

Message:

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Send Result Report



MFP
KM-3050

Firmware Version 2GR_2000.035.002 2010.07.23

Job No. : 008931 Total Time : 0°01'18" Page : 003

Completed

Document : scan008931

GLAUS & GOHN, LC

Gordon L. Glaus
Adam E. Gohn

Glaus & Gohn, L.C.
1930 Broadway Ste. A
Cape Girardeau, MO. 63701

Phone: 573-332-1341
Fax: 573-334-5347
E-mail: gordon@glausandgohn.com
adam@glausandgohn.com

FAX

To: Balboa Capital

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Pages: 3

No.	Date and Time	Destination	Times	Type	Result	Resolution / ECM
001	12/11/2013 16:58	18008242250	0°01'18"	FAX	OK	200x200 Fine / On

Subject: Collection Matter – Notice of Intent to File a Default Notice

From: Balboa Capital Corporation (balboapm@balboacapital.com)

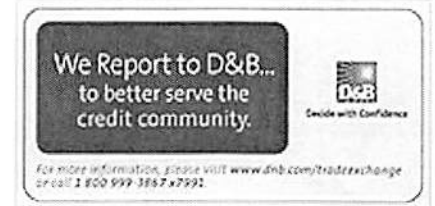
To: capegpapa@att.net;

Date: Monday, December 9, 2013 8:52 AM



2010 Main Street, 11th Floor Irvine, CA 92614

Toll: (888) 272-1800 Option 4 / Fax: (800) 824-2250



NOTICE OF INTENT TO FILE A DEFAULT NOTICE

RICE RESTAURANTS, INC.
2510 WILLIAM ST
Cape Girardeau, MO 63703

RE: Agreement Number: **183200-000**
Customer Number: 109537

Dear Joe Rice,

The above referenced Agreement is past due, despite our attempts to encourage you to bring your account current.

The total amount past due is \$4,313.41 as of November 30, 2013 including assessed late charges. This information may have a negative impact on your company's credit score and report.

Please remit your payment in one of the following ways:

- **Online Payment:**
Submit your online payment through our website at www.balboacapital.com/CustomerCenter
- **Checks By Fax:**
Simply write out your check as normal, include your Agreement Number and fax it to **(800) 824-2250**. **Please do not mail this check**, we will handle the fax copy as a regular check at no cost to you. **A check sent by fax must be received in our office by 12:00PM PST to receive same day credit.**
- **Pay by Phone:**
To pay by phone, please call
- **Credit Card:**
Balboa Capital Corporation accepts all major credit cards. To use your credit card, please call
- **Overnight mail:**
Utilize an overnight mail service addressed to:
COLLECTION DEPARTMENT
2010 Main Street, 11th Floor

Irvine, CA 92614

We encourage you to call today to make arrangements to clear the past due balance. If you fail to contact us we will be forced to employ other remedies of collection afforded us by the Agreement. You may reach us at

BALBOA CAPITAL CORPORATION
Collection Department

www.balboacapital.com

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Any views expressed in this message are those of the individual sender, except where the message states otherwise and the sender is authorized to state them to be the views of any such entity.

Thank You.

###BCD###

GLAUS & GOHN, LC

Attorneys at Law
1930 Broadway, Suite A
Cape Girardeau, MO 63701
Telephone (573) 332-1341
Facsimile (573) 334-5347

GORDON L. GLAUS

ADAM E. GOHN

November 13, 2013

Dear XXXX

My name is Adam Gohn, and I represent Joe Rice, President of Rice Restaurants, Inc. Mr. Rice has been experiencing ongoing difficulties with Balboa Capital, over a lease/purchase agreement. The purpose of this letter is to outline Mr. Rice's experience with Balboa Capital, and request your assistance resolving the matter.

Early in the summer of 2013, Mr. Rice obtained financing for a point of sale system to be installed in his Papa Murphy's stores located in Cape Girardeau, Missouri, and Sikeston, Missouri. Mr. Rice worked with a salesperson by the name of Kirsten Merza, who assured him that the contract was straightforward and that Mr. Rice was to pay 8 installments of \$3,239.64 and upon making his final payment, Balboa would immediately release their security interest in the equipment and Mr. Rice would own the equipment outright. Relying on Ms. Merza's assertions, Mr. Rice paid Balboa \$3,239.64 on May 2, then received the contract by facsimile, signed, and returned the contract to Balboa Capital. An amendment was submitted by Balboa altering the total due to be paid in eight (8) quarterly payments of \$3,363.10. Balboa's representatives informed Mr. Rice that this change to the contract price was to account for the associated taxes. Unfortunately, due to errors occurring in the facsimile transmission, the final contract that Mr. Rice signed is nearly illegible. Mr. Rice wasn't worried, he received assurances from his salesperson and Papa Murphy's home office that Balboa was professional, had convenient payment options, and had good customer service.

Mr. Rice went about running his business as he would normally would, until he noticed a substantial amount of money missing from his business checking account. He then went to his bank to investigate and noticed Balboa Capital made an auto-debit of \$4,090.49 on August 5, 2013 from the previous quarter. The bank informed Mr. Rice that Balboa Capital had an additional debit scheduled from Mr. Rice's account in the amount of \$3,505.19 on August 31, 2013. Confused by this additional debit, Mr. Rice began making calls to Balboa representatives and Papa Murphy's corporate office. At this point, Balboa representatives asked Papa Murphy's executive, Dick Larsen to call Mr. Rice and assure him that the amounts withdrawn would be credited back to him at the end of the contract, and that the extra withdrawals were normal. Mr. Larsen passed the information to Mr. Rice, which prompted Mr. Rice to call Balboa's billing to confirm. Unfortunately, the billing department told Mr. Rice that this was false, and that the additional charge was a prorated rent charge. So, Mr. Rice called Balboa's representative Kristen Merza, who told Mr. Rice not to listen to the billing department, because they didn't know what was going on. Clearly, this information was contradictory, so Mr. Rice had the bank stop payment on the payment schedule on August 31, 2013 and blocked Balboa from accessing his account, until he could get to the bottom of the excessive withdrawals. This triggered the imposition of additional fees by Balboa Capital, as well as a barrage of phone calls from Balboa to Mr. Rice. Mr. Rice politely informed the Balboa representatives that they had already withdrawn \$4,090.49 from his account and should not withdraw an additional amount this quarter.

Balboa Capital did not immediately acknowledge their mistake. Instead, they assessed NSF fees to Mr. Rice's account, and continued to harass Mr. Rice regarding payment. After dealing with the improperly removed funds, and Balboa's refusal to admit mistakes and correct their accounting, Mr. Rice deemed it prudent to seek a buyout of his agreement with Balboa. I immediately contacted the management of Balboa and requested a buyout amount for Mr. Rice's agreement. At this point, Don Hansen, Balboa's Vice President for Commercial Finance was brought into the discussion. Dick Larsen contacted Mr. Hansen during this time and was initially impressed. He shared his sentiments with Mr. Rice, who also found that Mr. Hansen seemed helpful. But, like Balboa as a whole, Mr. Hansen's impression was not representative of what he delivered.

At first, Mr. Hansen seemed eager to help us sort through the confusion and get to the bottom of the additional debits. On September 13, 2013, we received a buyout amount of \$29,141.52. This was surprising, as the total contract price was \$26,904.80 ($\$3,363.10 \times 8$) and Mr. Rice had already paid Balboa Capital seven thousand three hundred thirty dollars and thirteen cents (\$7,330.13). The amount of payment from Mr. Rice is the sum of his initial payment on May 2, of \$3,239.64 and the amount debited on August 5 of \$4,090.49. Based on the total amount of quarterly payments due under the contract, the total buyout at this point should have been roughly \$19,574.67 ($\$26,904.80 - \$7,330.13$). Even assuming unusually high taxes or fees, this was more than five thousand dollars too high. At this point, Balboa increased the pressure, making numerous calls to Mr. Rice and Mr. Larsen, all while continuing to hold the

During this correspondence Mr. Hansen acknowledged that Balboa incorrectly withdrew \$3,325.73 + related taxes from Mr. Rice's account. He suggested that upon payment of the full account balance—which they totaled at nearly \$29,000.00—that Balboa would refund the amount they improperly withdrew from Mr. Rice's account. I wrote to Mr. Hansen requesting Balboa to instead accept the amount Balboa says Mr. Rice owes, less the amount Balboa is to refund Mr. Rice. Mr. Hansen refused, and also refused my request for Balboa to apply the payment they improperly withdrew, and have not refunded, to Mr. Rice's next scheduled payment. At this point, the discussions concerning a buyout of Mr. Rice's contract fell apart completely.

After receiving wildly inconsistent information from representatives of Balboa, Mr. Rice decided not to send the full payoff amount, and instead paid his regular quarterly payment (now calculated at \$3,520.19) as required under the contract, despite Balboa holding more than \$3,300.00 of Mr. Rice's money that they improperly withdrew from his account. Realizing that Balboa was unwilling to work with Mr. Rice to calculate the proper amount he owed them, I requested that they provide us with a payment schedule listing the dates, and the amounts of future payments. To date, Mr. Rice has paid Balboa Capital more than \$10,000.00 on what was supposed to be a two year contract of \$26,904.80, and refused to provide Mr. Rice with a payment schedule and have not refunded the \$3,325.73 + related taxes Balboa improperly took from Mr. Rice.

Mr. Rice's intent, throughout this entire debacle, was to pay Balboa the proper amounts due under the agreement. However, Balboa's representatives made this impossible at every turn.

Balboa improperly withdrew thousands of dollars from Mr. Rice's account, and rather than refund the money or credit his account, Balboa assessed late fees and penalties. When Mr. Rice sought to pay the contract amount in full, Balboa refused to explain or account for the amounts Balboa says Mr. Rice owes, or the methods they used to arrive at that figure. Further, rather than provide a customer with a payment schedule, Balboa unprofessionally refused to provide one while continuing to hold thousands of dollars that belonged to Mr. Rice.

Balboa's behavior after the initial loan agreement was signed was far different than what was presented to Mr. Rice and the Papa Murphy's corporate office. The Balboa before, and Balboa after, could not be mistaken for the same company. Balboa perpetrated a classic bait and switch of which Mr. Rice, and presumably many others, have been the victims. Mr. Rice tried to live up to his end of the bargain at every step of the way, but was met by business practices that were unprofessional and unethical at best. We respectfully request you address these issues with Balboa, and prevent other franchise owners from being subjected to the same nightmares that Mr. Rice has experienced over the last several months.

<u>Date</u>	<u>Amount</u>	<u>Total Paid</u>
May 2:	\$3,239.64	\$3,239.64
August 5:	\$4,090.49	\$7,330.13
	\$3,520.19	\$10,850.32
November 30:	\$3,708.25	\$14,558.57

- Gdm



The Cincinnati Insurance Company

A Stock Insurance Company
 Headquarters: 6200 S. Gilmore Road, Fairfield, OH 45014-5141
 Mailing address: P.O. Box 145496, Cincinnati, OH 45250-5496
 www.cinfin.com ■ 513-870-2000

BUSINESSOWNERS PACKAGE POLICY DECLARATIONS

Previous Policy Number
 NEW

Policy Number EBP 007 18 32 Billing Method: DIRECT BILL
 Policy Period From: 05-02-2013 To: 05-02-2014 12:01 A.M. Standard Time at Location of Premises

Named Insured and Mailing Address
PAPA MURPHY'S PIZZA
REFER TO IA905
2510 WILLIAM ST
CAPE GIRARDEAU, MO 63703-5763

Legal Entity / Business Description
ORGANIZATION (ANY OTHER)

LOCATION OF PREMISES

Loc. No.	Bldg. No.	Address
1	1	<u>2510 WILLIAM ST</u> <u>CAPE GIRARDEAU, MO 63703-5763</u>
2	1	<u>331 N MAIN ST</u> <u>SIKESTON, MO 63801-2170</u>

POLICY COVERAGES

In return for the payment of the premium, and subject to all other terms of this policy, we agree with you to provide the insurance as stated in this policy.

SECTION I PROPERTY

Loc. No.	Bldg. No.	Limit of Insurance	Buildings			Business Personal Property			Optional Coverages Applicable only when an entry is made			
			Actual Cash Value	Repl. Cost	Auto. Increase	Limit of Insurance	Actual Cash Value	Repl. Cost	Equipment Breakdown	Comprehensive Coverage - Accident	Extended Comprehensive Coverage - Accident	Tenant's Glass
1	1					233,488		X			X	
2	1					219,720		X			X	

\$ 1,000 Deductible (Refer to Deductible provisions in the Coverage Form for deductible exceptions).

SECTION II BUSINESS LIABILITY LIMITS OF INSURANCE

Each Occurrence Limit	\$ 1,000,000	Any one occurrence
General Aggregate Limit	\$ 2,000,000	
Products-Completed Operations Aggregate Limit	\$ 2,000,000	
Personal and Advertising Injury Limit	\$ 1,000,000	Any one person or organization
Damage to Premises Rented to You Limit	\$ 1,000,000	Any one premises
Medical Expenses Limit	\$ SEE IB207	Any one person 10,000

OPTIONAL COVERAGES - Coverage is afforded only where an entry is made in the boxes below.

- Businessowners Package Policy Blanket Basket Endorsement (Per form attached)
- Earthquake Coverage (Per form attached)
- Employment Practices Liability (Per form attached)
- Professional Liability (Per form attached)
- Umbrella Liability (Per form attached)

Agent Copy



2010 Main Street * 11th Floor
Irvine, CA 92614-7203

Address Service Requested



INVOICE

Remittance Section

Customer Number: 109537
 Agreement Number: 183200-000
 Invoice Number: 1760625
 Invoice Due Date: 11/30/13
Total Due: \$3,708.05
Amount Remitted: \$

RICE RESTAURANTS, INC.
2510 WILLIAM ST
Cape Girardeau, MO 63703

DO NOT PAY FROM THIS INVOICE
 ACH INVOICE
 WE WILL AUTOMATICALLY DEBIT
 YOUR BANK ACCT FOR THE CHARGES
 SHOWN ON/AFTER DUE DATE

Keep lower portion for your records - Please return upper portion with your payment



2010 Main Street * 11th Floor
Irvine, CA 92614-7203

Customer Name: RICE RESTAURANTS, INC. Agreement Number: 183200-000
 Customer Number: 109537 Invoice Number: 1760625
 Invoice Date: 11/05/13 Total Due: \$3,708.05
 Invoice Due Date: 11/30/13 Last Payment Received:
 Previous Amount Due: \$0.00

Important Messages

Thanks for Going Green with Us.
 Please make sure your account is updated with your most current email address.
 Access your account at: www.balboacapital.com/customercenter



Thank you for helping us adopt eco-friendly business practices!

DESCRIPTION	CHARGES	PAYMENT	AMOUNT DUE
Previous Amount Due / Payment	\$0.00	\$0.00	\$0.00
Contract Payment Due	\$3,363.10		\$3,363.10
Non Insurance Fee	\$194.64		\$194.64
Sales Tax	\$150.31		\$150.31

PLEASE PAY THIS AMOUNT \$3,708.05

CURRENT	1-30 DAYS	31-60 DAYS	61-90 DAYS	OVER 90 DAYS
\$3,708.05	\$0.00	\$0.00	\$0.00	\$0.00



2010 Main Street * 11th Floor
Irvine, CA 92614-7203

Address Service Requested



Remittance Section

Customer Number: 109537
 Agreement Number: 183200-000
 Invoice Number: 1730157
 Invoice Due Date: 08/31/13
Total Due: \$3,505.19
Amount Remitted: \$

RICE RESTAURANTS, INC.
2510 WILLIAM ST
Cape Girardeau, MO 63703

DO NOT PAY FROM THIS INVOICE
 ACH INVOICE
 WE WILL AUTOMATICALLY DEBIT
 YOUR BANK ACCT FOR THE CHARGES
 SHOWN ON/AFTER DUE DATE

Keep lower portion for your records - Please return upper portion with your payment



2010 Main Street * 11th Floor
Irvine, CA 92614-7203

Customer Name: RICE RESTAURANTS, INC. Agreement Number: 183200-000
 Customer Number: 109537 Invoice Number: 1730157
 Invoice Date: 08/05/13 **Total Due: \$3,505.19**
 Invoice Due Date: 08/31/13 Last Payment Received: 08/05/13
 Previous Amount Due: \$4,090.49

Important Messages

Thanks for Going Green with Us.
 Please make sure your account is updated with your most current email address.
 Access your account at: www.balboacapital.com/customercenter



Thank you for helping us adopt eco-friendly business practices!

DESCRIPTION	CHARGES	PAYMENT	AMOUNT DUE
Previous Amount Due / Payment	\$4,090.49	-\$4,090.49	\$0.00
Rent Equipment, Balance Due	\$3,363.10		\$3,363.10
Sales Tax	\$142.09		\$142.09
PLEASE PAY THIS AMOUNT			\$3,505.19

CURRENT	1-30 DAYS	31-60 DAYS	61-90 DAYS	OVER 90 DAYS
\$3,505.19	\$0.00	\$0.00	\$0.00	\$0.00

Rice Restaurants 183200-000 - Charges

From: Don Hansen

Sent: Thu, Sep 19, 2013 at 12:06 pm

To: adam@glausandgohn.com

Cc: Dick Larsen (dick.larsen@papamurphys.com)

1723179 Invoice.pdf (41.3 KB)

Details are below. I have attached a copy of invoice 1723179 which gives specific details of those charges as well.

Lease No	Due Date Ck Date	Invoice# Check#	Billed to Description	Invoice Amt Check Amt	Balance
183200-000	10/06/2013	<u>1740420</u>	NSF Fee - 09/04/2013	\$15.00	\$15.00
183200-000	08/31/2013	<u>1730157</u>	Rent - Equipment	\$3,505.19	\$3,505.19
183200-000	08/31/2013	Ck 8	ACH Receipts	\$-3,505.19	\$0.00
183200-000	09/04/2013	Ck 8	Ret'd ACH - Stop Payment	\$3,505.19	\$3,505.19
183200-000	08/05/2013	<u>1723179</u>	Prorated Rnt:06/03/13-08/30/13	\$4,090.49	\$4,090.49
183200-000	08/05/2013	Ck 1	ACH Receipts	\$-545.25	\$3,545.24
183200-000	08/05/2013	Ck 2	ACH Receipts	\$-3,466.24	\$79.00
183200-000	08/05/2013	Ck 3	ACH Receipts	\$-79.00	\$0.00

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Thank You.

###BCD###



Payoff Quote

September 17, 2013

RICE RESTAURANTS, INC.
DBA PAPA MURPHY'S TAKE & BAKE
2510 WILLIAM ST
Cape Girardeau, MO 63703

RE: Agreement Number: 183200-000
Customer Number: 109537

Pursuant to your request, we have prepared a quote for the termination of the subject agreement and schedule.

To date, the breakdown of the payoff amount is as follows:

Payment Balance		\$26,904.80
Sales Tax on Balance	4.23%	\$1,136.73
Late Charges		\$0.00
Residual		\$0.00
Sales Tax on Residual	4.23%	\$0.00
Other Fees		\$15.63
Property Tax		\$0.00
Sales Tax on Property Tax	4.23%	\$0.00
Processing Fee		\$0.00
Total		\$28,057.16

A cashier's or company check for the above amount must be received by Balboa Capital Corporation on or before 09/23/2013. Please send this check to the following address:

Attn: Portfolio Management Dept
Balboa Capital
P.O. BOX 79445
CITY OF INDUSTRY, CA 91716-9445

Upon our receipt of your check, Balboa Capital Corporation will complete all documents necessary to terminate your Agreement. If you have any further questions or would like to discuss this quote, please contact the Portfolio Management Department at 888-225-2621.

Thank You,
BALBOA CAPITAL CORPORATION
Portfolio Management Department

Your Phone Message

From: Dick Larsen
Sent: Mon, Sep 23, 2013 at 2:05 pm
To: crystalmg@balboacapital.com
Cc: Joe Rice, adam@glausandgohn.com

Hi Crystal. I've passed your phone message on to Joe Rice and his attorney, Adam Gohn. I expect one of them will contact you.

Dick

Dick Larsen Owner, Papa Murphy's International, Inc.
Papa Murphy's Intl. 101 N. 7th St. #400 Chicago, IL 60610

"#1 Rated Pizza Chain" - ZAGAT 2010, 2011, & 2012 National Restaurant Chains Survey

Check Clearing

From: Don Hansen

Sent: Tue, Sep 17, 2013 at 6:05 pm

To: adam@glausandgoohn.com

image001.jpg (22.3 KB) image002.gif (44.1 KB) image003.jpg (3.4 KB) – Download all

Adam:

Standard is 2 weeks, however, if we can get proof from Rice that funds have cleared bank (cancelled copy from web site, etc.) we can release the refund with that documentation.




Don Hansen
Balboa Capital Corporation
Vice President
Commercial Finance Division
tel. 949-553-3464
fax. 949-399-3164
donfh@balboacapital.com
<http://www.balboacapital.com>

BALBOA
CAPITAL



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 Balboa Capital?

 Click Here for a Quick
Quote or to Apply Now

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Thank You.

###BCD###

RE: Rice Restaurants CN 109537

From: Don Hansen
Sent: Mon, Sep 16, 2013 at 4:12 pm
To: 'adam@glausandgohn.com'
Cc: dick.larsen@papamurphys.com

Adam:

I will work with collections to try and head off that type of activity. However, much of it is automated and is hard to restrain when the account is delinquent. I am hopeful to have the payoff letter shortly.

- DH

-----Original Message-----

From: adam@glausandgohn.com [mailto:adam@glausandgohn.com]
Sent: Monday, September 16, 2013 12:58 PM
To: Don Hansen
Cc: dick.larsen@papamurphys.com
Subject: RE: Rice Restaurants CN 109537

Dear Mr. Hansen:

Dick Larsen contacted me today and informed me that he received a call from Crystal in accounts collections. She inquired about the status of Mr. Rice's account.

Obviously, Crystal is unaware of our conversation on Friday. Please contact Crystal and inform her that we are in the process of paying the amount in full. We look forward to receiving your buyout quote.

Thank you for your time and attention to this matter.

Sincerely,

Adam Gohn

Adam Gohn, Esq.
Attorney and Counselor at Law
Glaus & Gohn, LC
Attorneys at Law
P: (573) 332-1335
F: (573) 334-5347
E: adam@glausandgohn.com
W: www.glausandgohn.com

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future communications to be sent in a different fashion, please notify me as soon as possible.

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Any views expressed in this message are those of the individual sender, except where the message states otherwise and the sender is authorized to state them to be the views of any such entity.

Thank You.

###BCD###

Balboa Phone Message

From: Dick Larsen

Sent: Mon, Sep 16, 2013 at 2:53 pm

To: adam@glausandgohn.com, Joe Rice

Joe & Adam, Crystal in the Balboa Collections Department left a message for me asking what Joe was planning to do about his payment. It sounded like she was not aware of your Friday conversation with Don Hanson. Rather than inserting myself into the negotiations, I'm recommending that Joe have you contact Crystal (949-553-3402) directly.

Dick

Dick Larsen, Director of Collections, Balboa Collections Department
Papa Murphy's Intl. o **c** 2012 by Papa Murphy's

"#1 Rated Pizza Chain" - ZAGAT 2010, 2011, & 2012 National Restaurant Chains Survey



Payoff Quote

September 13, 2013

RICE RESTAURANTS, INC.
DBA PAPA MURPHY'S TAKE & BAKE
2510 WILLIAM ST
Cape Girardeau, MO 63703

RE: Customer Number: 109537

Pursuant to your request, we have prepared a quote for the termination of the subject agreement numbers.

To date, the payoff amount for the following Agreement numbers is as follows:

183200-000	\$29,141.52
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Total	\$29,141.52
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A cashier's or company check for the above amount must be received by Balboa Capital Corporation on or before 09/16/2013. Please send this check to the following address:

Attn: Portfolio Management Dept
Balboa Capital
P.O. BOX 79445
CITY OF INDUSTRY, CA 91716-9445

Upon our receipt of your check, Balboa Capital Corporation will complete all documents necessary to terminate your Agreement. If you have any further questions or would like to discuss this quote, please contact the Portfolio Management Department at 888-225-2621.

Our sincerest "thank you" for leasing with Balboa Capital Corporation

Kindest Regards,
BALBOA CAPITAL CORPORATION
Portfolio Management Department

RE: Rice Restaurants CN 109537


From: Don Hansen
 Sent: Fri, Sep 13, 2013 at 3:47 pm
 To: 'adam@glausandgohn.com', Dick Larsen
 Cc: Joe Rice

image001.jpg (22.3 KB) image002.gif (44.1 KB) image003.jpg (3.4 KB) — **Download all**


Adam:

- 1) Balboa will be refunding the interim rental charge of \$3,325.73 plus related taxes.
- 2) I will have a new payoff letter generated the details rentals due, taxes, etc. for us to review next week. My portfolio manager handling this is out today.
- 3) Upon full payment of all amounts due, we will release our security interest in the equipment.


Let me know if you have any further questions.



Don Hansen
 Balboa Capital Corporation
 Vice President
 Commercial Finance Division
 tel.949-553-3464
 fax.949-399-3164
donfh@balboacapital.com
<http://www.balboacapital.com>



You Why Choose
 Balboa Capital?

 Click Here for a Quick
 Quote or to Apply Now

-----Original Message-----

From: adam@glausandgohn.com [mailto:adam@glausandgohn.com]
 Sent: Friday, September 13, 2013 12:33 PM
 To: Dick Larsen
 Cc: Don Hansen; Joe Rice
 Subject: RE: Rice Restaurants CN 109537

Dear Mr. Hanson:

Thank you for taking the time to speak with me this afternoon. I'm writing to confirm and summarize our discussion.

- 1- Mr. Rice will be refunded \$3,325.73 that was incorrectly removed from his account.
- 2- The buyout requested will consist of the terms of the original contract price, which is:
 8 quarterly installments of \$3,239.64 = 25,917.12, plus applicable tax, less any payment already received.

3- Upon receipt of the payment outlined in item 2, Mr. Rice has satisfied his obligations under the contract, and your company will prepare the required releases acknowledging the same--leaving his equipment unencumbered.

Thank you for your time. I look forward to receiving the formal buyout your company is sending this afternoon.

Regards,

Adam Gohn

Adam Gohn, Esq.
Attorney and Counselor at Law
Glaus & Gohn, LC
Attorneys at Law
P: (573) 332-1335
F: (573) 334-5347
E: adam@glausandgoth.com
W: www.glausandgoth.com

CONFIDENTIALITY NOTICE: Because the sender is an attorney, the information in this e-mail (including any attachments) is confidential and may be legally privileged. If you are not the intended recipient, you must not read, use, or disseminate this information. If you received this e-mail in error, please call the sender immediately and notify the sender via e-mail that you have received the e-mail in error and are deleting it. The sender disclaims any responsibility for any loss or damages arising from any virus or defect associated with this e-mail.

The Missouri Bar Disciplinary Counsel requires all Missouri lawyers to notify all recipients of e-mail that: (1) e-mail communication is not a secure method of communication; (2) any e-mail that is sent to you or by you may be copied and held by various computers it passes through as it goes from me to you, or vice versa; (3) persons not participating in our communication may intercept our communications by improperly accessing your computer or my computer or even some computer unconnected to either of us which the e-mail is passed through. I am communicating to you via e-mail because you have consented to receive communications via this medium. If you change your mind and want future communications to be sent in a different fashion, please notify me as soon as possible.

IRS CIRCULAR 230 DISCLOSURE

To ensure compliance with IRS requirements, we inform you that any U.S. federal tax advice contained in this communication, including attachments, is not intended or written to be used, and cannot be used, for the purpose of: (1) avoiding penalties under the Internal Revenue Code; or (2) promoting, marketing, or recommending to another party any transaction or matter addressed herein.

Note:

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Any views expressed in this message are those of the individual sender, except where the message states otherwise and the sender is authorized to state them to be the views of any such entity.

Fw: Lease Agreement 183200-000

From: Joe Rice

Sent: Fri, Sep 13, 2013 at 1:04 pm

To: adam@glausandgohn.com


image001.jpg (6.9 KB) RICE RESTAURANTS, INC..pdf (57 KB) – **Download all**

----- Forwarded Message -----

From: Payoff Department <payoffdepartment@balboacapital.com>**To:** "dick.larsen@papamurphys.com" <dick.larsen@papamurphys.com>; "capegpapa@att.net" <capegpapa@att.net>**Cc:** Kirsten Merza <kirstenm@balboacapital.com>**Sent:** Friday, September 13, 2013 10:42 AM**Subject:** Lease Agreement 183200-000

Attached please find the requested payoff quote; please note the lessee is past due as of 8/31 so this quote is only good through 9/16. After that no further quotes will issued until the Lease has been brought current.

Thank you.



Balboa Capital Corporation
Payoff Department
fx.949-399-3100
payoffdepartment@balboacapital.com

Note:

This message is for the named person's use only. It may contain confidential, proprietary or legally privileged information. No confidentiality or privilege is waived or lost by any mistransmission. If you receive this message in error, please immediately delete it and all copies of it from your system, destroy any hard copies of it and notify the sender. You must not, directly or indirectly, use, disclose, distribute, print, or copy any part of this message if you are not the intended recipient. Balboa Capital Corporation and any of its subsidiaries each reserve the right to monitor all e-mail communications through its networks.

Any views expressed in this message are those of the individual sender, except where the message states otherwise and the sender is authorized to state them to be the views of any such entity.

Thank You.

###BCD###



INVOICE

Customer/PSID #:	1085009
Invoice #:	INV000931582
Amount Due (USD):	12,766.17
Due Date:	06-JUL-2013
Invoice Date:	06-JUN-2013
Payment Terms:	NET 30
Customer PO #:	N/A
Quote #:	N/A
Sales Order #:	ORD2452976
eOrder #:	N/A
Vanitive Case #:	N/A
RMA #:	N/A
Shipping Tracking #:	NCR02606
Shipping Date:	21-MAY-2013
Invoice Rep:	Cindy Bolton
Contact #:	(770) 576-6664
Contact Email:	cbolton@radiantsystems.com

Bill To:



80

RICE RESTAURANTS INC. (PMI)
BALBOA CAPITAL CORPORATION
2010 MAIN ST 11TH FL
IRVINE CA 92614-7273

Ship To: MO025 PAPA MURPHY'S MO025
331 NORTH MAIN STREET
SIKESTON MO 63801

Please log invoice disputes via email within 30 days of invoice date at
Businesscenter@radiantsystems.com

For updated information on how we are making it easier for you to do business
with us, please visit us at <http://www.radiantsystems.com/2010changes/>

NOTES:

KEY: 121372
SITE: PMI MO025
THIS INVOICE REPLACES INV000921967 WHICH WAS BILLED INCORRECTLY. PLEASE REMIT PAYMENT FOR THIS INVOICE ONLY. THANKS.
THIS IS AN INVOICE FOR SERVICES OR PRODUCTS BASED ON THE SUBMISSION OF A SIGNED PURCHASE ORDER.

INVOICE SUMMARY

PRODUCT SUMMARY	AMOUNT	TAX	GRAND TOTAL
HARDWARE	6,557.00	0.00	6,557.00
SOFTWARE	1,412.00	0.00	1,412.00
SERVICES	4,460.00	0.00	4,460.00
MISCELLANEOUS	337.17	0.00	337.17
TOTAL:	12,766.17	0.00	12,766.17
SITE SUMMARY	AMOUNT	TAX	GRAND TOTAL
1047990 - MO025 PAPA MURPHY'S MO025 SIKESTON, MO	12,766.17	0.00	12,766.17

CONTINUED ON NEXT PAGE

Finance charges of 1.5% per month will be assessed on all past due balances

Return this coupon in the enclosed envelope with payment



Make Checks Payable To:

RADIANT SYSTEMS INC.
PO BOX 198755
ATLANTA GA 30384-8755



Customer/PSID #:	1085009
Invoice #:	INV000931582
Amount Due (USD):	12,766.17
Due Date:	06-JUL-2013

Check	Amount _____	Chk # _____
Radiant Wire Information:		
Bank of America		
Atlanta GA 30384-8755		
ABA 061000052 (ACH)		
ABA 026009593 (Wire)		
SWIFT BOFAUS3N		
For the account of Radiant Systems		
Account No. 000001058908		



INVOICE

Customer/PSID #:	1085009
Invoice #:	INV000931582
Invoice Rep:	Cindy Bolton
Contact #:	(770) 576-6664
Contact Email:	cbolton@radiantsystems.com



Total Due (USD): 12,766.17
Due Date: 06-JUL-2013

SITE SUMMARY	AMOUNT	TAX	GRAND TOTAL
TOTAL:	12,766.17	0.00	12,766.17
PRE-PAID AMOUNT			0.00
AMOUNT DUE (USD)			12,766.17

INVOICE DETAIL

LINE #	PRODUCT ID	PRODUCT DESCRIPTION	PRODUCT TYPE	QTY	PRICE	EXT PRICE	TAX	TOTAL
1047990 - MO025 PAPA MURPHY'S MO025 SIKESTON, MO								
1	FREIGHT	FREIGHT CHARGES	MISCELLANEOUS	1	337.17	337.17	0.00	337.17
2	7754-3001-8801K	P1530 CAP TB 16GB 2GB WEPR7 2X	HARDWARE	2	1,210.00	2,420.00	0.00	2,420.00
SERIAL NO: 10963, 10963, 9321, 9321								
3	P000F025	MS 16IN CD 12V POS 5B5C	HARDWARE	2	115.00	230.00	0.00	230.00
SERIAL NO: RS074816, RS074816, RS074991, RS074991								
4	P201F063	T88V THERMAL GRAY SERIAL RJ12	HARDWARE	3	288.00	864.00	0.00	864.00
SERIAL NO: PD9F041436, PD9F041436, PD9F041459, PD9F041459, PD9F041475, PD9F041475								
5	P910F026K	ADAPTER KIT RJ11-RJ45-DB25	HARDWARE	1	16.00	16.00	0.00	16.00
6	PR10323	BROTHER MFC-7460DN MULTI-FUNC	HARDWARE	1	338.00	338.00	0.00	338.00
SERIAL NO: U62701L2N779531, U62701L2N779531								
7	ZZ00388	PAPER ROLL 3 1/8IN THRL SINGLE	HARDWARE	8	2.00	16.00	0.00	16.00
8	OP10577	DLINK 8PRT 10/100 SWITCH	HARDWARE	1	84.00	84.00	0.00	84.00
SERIAL NO: Q90V1D1000034, Q90V1D1000034								
9	P600F006	USROB 56K EXTERNAL FAXMODEM	HARDWARE	1	127.00	127.00	0.00	127.00
SERIAL NO: 1MCWZAMM2349, 1MCWZAMM2349								
10	P440F009	ONEAC ONEPLUS 400 PWR COND/UPS	HARDWARE	1	337.00	337.00	0.00	337.00
SERIAL NO: 1219B0640, 1219B0640								
11	CB10550	ZEBRA PIN-PAD CABLE	HARDWARE	2	4.00	8.00	0.00	8.00
12	CB10538	NETWORK CABLE 25'	HARDWARE	2	9.00	18.00	0.00	18.00
13	CB00273	250' CAT5 4 PR TWISTED-GRAY	HARDWARE	1	65.00	65.00	0.00	65.00
14	ZZ00381	CABLE MARKER BOOK	HARDWARE	1	11.00	11.00	0.00	11.00
15	ZZ00521	TIE WRAP 6IN (EA=BAG OF 100) B	HARDWARE	1	4.00	4.00	0.00	4.00
16	OP00143	PATCH PANEL (12-PORT)	HARDWARE	1	24.00	24.00	0.00	24.00
17	ALTAKEOUTP	ALOHA TAKEOUT - RADIANT HW	SOFTWARE	1	395.00	395.00	0.00	395.00
18	AL3RDGCP	INTERFACE - GIFT CARD	SOFTWARE	1	173.00	173.00	0.00	173.00
19	CONFIGCENTACT	CONFIGURATION CENTER-ACTIVATE	SERVICES	1	85.00	85.00	0.00	85.00
20	COMMCENTACT	COMMAND CENTER ACTIVATION FEE	SERVICES	1	85.00	85.00	0.00	85.00
21	ALCSSURP	CUSTOMER SATISFACTION SURVEY	SOFTWARE	1	0.00	0.00	0.00	0.00
22	AHSSVCRSSLDBDLACT	RSS WITH TD AND LANDESK ACT	SERVICES	1	250.00	250.00	0.00	250.00
23	SINGLEKEYUSB	STAGED USB KEY	HARDWARE	1	0.00	0.00	0.00	0.00
SERIAL NO: 121372, 121372								
24	ALSVCCONSULT	CONSULTING SERVICES	SERVICES	1	1,250.00	1,250.00	0.00	1,250.00
25	ALSVCIINSTALL	SITE INSTALLATIONS	SERVICES	1	225.00	225.00	0.00	225.00
26	ALSVCCSTAGING	STAGING OF EQUIPMENT	SERVICES	1	250.00	250.00	0.00	250.00
27	ALSVCIINSTALL	SITE INSTALLATIONS	SERVICES	1	2,140.00	2,140.00	0.00	2,140.00
28	ALSVCIINSTALL	SITE INSTALLATIONS	SERVICES	1	175.00	175.00	0.00	175.00
29	CB10537	NETWORK CABLE 15'	HARDWARE	4	5.00	20.00	0.00	20.00



INVOICE

Page 3 of 3

Customer/PSID #:	1085009
Invoice #:	INV000931582
Invoice Rep:	Cindy Bolton
Contact #:	(770) 576-6664
Contact Email:	cbolton@radiantsystems.com



Total Due (USD): 12,766.17
Due Date: 06-JUL-2013

INVOICE DETAIL

LINE #	PRODUCT ID	PRODUCT DESCRIPTION	PRODUCT TYPE	QTY	PRICE	EXT PRICE	TAX	TOTAL
30	CB10536	NETWORK CABLE 7'	HARDWARE	3	3.00	9.00	0.00	9.00
31	CB10535	NETWORK CABLE 3 FT	HARDWARE	8	3.00	24.00	0.00	24.00
32	CB10628	4 POS. CASHDRAWER LOOPBACK CAB	HARDWARE	2	0.00	0.00	0.00	0.00
33	BOS-01-3294K	S4800 BRAND SERVER KIT #2	HARDWARE	1	1,189.00	1,189.00	0.00	1,189.00
SERIAL NO: 1245HC00MJD9, 1245HC00MJD9, 727, 727, MMLE1AA00125209DF08588, MMLE1AA00125209DF08588								
34	P000F025	MS 16IN CD 12V POS 5B5C	HARDWARE	2	115.00	230.00	0.00	230.00
SERIAL NO: RS074816, RS074816, RS074991, RS074991								
35	OP10577	DLINK 8PRT 10/100 SWITCH	HARDWARE	1	84.00	84.00	0.00	84.00
SERIAL NO: Q90V1D1000034, Q90V1D1000034								
36	P401F004	POWERVER 240VA PWR COND	HARDWARE	2	152.00	304.00	0.00	304.00
SERIAL NO: 6102673R-1320080, 6102673R-1320080, 6102673R-1320082, 6102673R-1320082								
37	CB10535	NETWORK CABLE 3 FT	HARDWARE	5	3.00	15.00	0.00	15.00
38	CB10536	NETWORK CABLE 7'	HARDWARE	5	3.00	15.00	0.00	15.00
39	ZZ00119	MINI-COM 4 SPACE SURFACE MOUNT	HARDWARE	3	5.00	15.00	0.00	15.00
40	ZZ00117	MINI-COM CAT5 MODULAR JACK	HARDWARE	10	9.00	90.00	0.00	90.00
41	ALQUICKSVCP	ALOHA POS - QS - LICENSE	SOFTWARE	2	326.00	652.00	0.00	652.00
42	ALCRCDP	ELECTRONIC PAYMENTS	SOFTWARE	2	96.00	192.00	0.00	192.00
SUBTOTAL:						12,766.17	0.00	12,766.17
1047990 - MO025 PAPA MURPHY'S MO025 SIKESTON, MO								
GRAND TOTAL						12,766.17	0.00	12,766.17
						PRE-PAID AMOUNT		0.00
						AMOUNT DUE (USD)		12,766.17



INVOICE

Page 1 of 3

Customer/PSID #:	1085009
Invoice #:	INV000931584
Amount Due (USD):	12,752.73
Due Date:	06-JUL-2013
Invoice Date:	06-JUN-2013
Payment Terms:	NET 30
Customer PO #:	N/A
Quote #:	N/A
Sales Order #:	ORD2452975
eOrder #:	N/A
Vantive Case #:	N/A
RMA #:	N/A
Shipping Tracking #:	NCR02607
Shipping Date:	21-MAY-2013
Invoice Rep:	Cindy Bolton
Contact #:	(770) 576-6664
Contact Email:	cbolton@radiantsystems.com

Bill To:

RICE RESTAURANTS INC. (PMI)
BALBOA CAPITAL CORPORATION
2010 MAIN STREET 11TH FLOOR
IRVINE CA 92614

Ship To:

MO015 PAPA MURPHY'S MO015
2510 WILLIAM STREET
CAPE GIRARDEAU MO 63703

Please log invoice disputes via email within 30 days of invoice date at
Businesscenter@radiantsystems.com

For updated information on how we are making it easier for you to do business
with us, please visit us at <http://www.radiantsystems.com/2010changes/>

NOTES:

KEY: 121371
SITE: PMI MO015
THIS INVOICE REPLACES INV000921966 WHICH WAS BILLED INCORRECTLY. PLEASE REMIT PAYMENT FOR THIS INVOICE ONLY. THANKS.
THIS IS AN INVOICE FOR SERVICES OR PRODUCTS BASED ON THE SUBMISSION OF A SIGNED PURCHASE ORDER.

INVOICE SUMMARY

PRODUCT SUMMARY	AMOUNT	TAX	GRAND TOTAL
HARDWARE	6,557.00	0.00	6,557.00
SOFTWARE	1,412.00	0.00	1,412.00
SERVICES	4,460.00	0.00	4,460.00
MISCELLANEOUS	323.73	0.00	323.73
TOTAL:	12,752.73	0.00	12,752.73
SITE SUMMARY	AMOUNT	TAX	GRAND TOTAL
1047984 - MO015 PAPA MURPHY'S MO015 CAPE GIRARDEAU	12,752.73	0.00	12,752.73

CONTINUED ON NEXT PAGE

Finance charges of 1.5% per month will be assessed on all past due balances

Return this coupon in the enclosed envelope with payment



Make Checks Payable To:

RADIANT SYSTEMS INC.
PO BOX 198755
ATLANTA GA 30384-8755



Customer/PSID #:	1085009
Invoice #:	INV000931584
Amount Due (USD):	12,752.73
Due Date:	06-JUL-2013
Check	Amount _____ Chk # _____
Radiant Wire Information:	
Bank of America	
Atlanta GA 30384-8755	
ABA 061000052 (ACH)	
ABA 026009593 (Wire)	
SWIFT: BOFAUS3N	
For the account of Radiant Systems	
Account No. 000001058908	



INVOICE

Customer/PSID #:	1085009
Invoice #:	INV000931584
Invoice Rep:	Cindy Bolton
Contact #:	(770) 576-6664
Contact Email:	cbolton@radiantsystems.com



Total Due (USD): 12,752.73
Due Date: 06-JUL-2013

SITE SUMMARY	AMOUNT	TAX	GRAND TOTAL
TOTAL:	12,752.73	0.00	12,752.73
PRE-PAID AMOUNT			0.00
AMOUNT DUE (USD)			12,752.73

INVOICE DETAIL

LINE #	PRODUCT ID	PRODUCT DESCRIPTION	PRODUCT TYPE	QTY	PRICE	EXT PRICE	TAX	TOTAL
1047984 - MO015 PAPA MURPHY'S MO015 CAPE GIRARDEAU, MO								
1	FREIGHT	FREIGHT CHARGES	MISCELLANEOUS	1	323.73	323.73	0.00	323.73
2	7754-3001-8801K	P1530 CAP TB 16GB 2GB WEPR7 2X SERIAL NO: 11052, 11052, 11059, 11059	HARDWARE	2	1,210.00	2,420.00	0.00	2,420.00
3	P000F025	MS 16IN CD 12V POS 5B5C SERIAL NO: RS074808, RS074808, RS075074, RS075074	HARDWARE	2	115.00	230.00	0.00	230.00
4	P201F063	T88V THERMAL GRAY SERIAL RJ12 SERIAL NO: PD9F041420, PD9F041420, PD9F041432, PD9F041432, PD9F041435, PD9F041435	HARDWARE	3	288.00	864.00	0.00	864.00
5	P910F026K	ADAPTER KIT RJ11-RJ45-DB25	HARDWARE	1	16.00	16.00	0.00	16.00
6	PR10323	BROTHER MFC-7460DN MULTI-FUNC SERIAL NO: U62701L2N779436, U62701L2N779436	HARDWARE	1	338.00	338.00	0.00	338.00
7	ZZ00388	PAPER ROLL 3 1/8IN THRL SINGLE	HARDWARE	8	2.00	16.00	0.00	16.00
8	OP10577	DLINK 8PRT 10/100 SWITCH SERIAL NO: Q90V1D1000035, Q90V1D1000035	HARDWARE	1	84.00	84.00	0.00	84.00
9	P600F006	USROB 56K EXTERNAL FAXMODEM SERIAL NO: 1MCWZAMM4017, 1MCWZAMM4017	HARDWARE	1	127.00	127.00	0.00	127.00
10	P440F009	ONEAC ONEPLUS 400 PWR COND/UPS SERIAL NO: 1219B0641, 1219B0641	HARDWARE	1	337.00	337.00	0.00	337.00
11	CB10550	ZEBRA PIN-PAD CABLE	HARDWARE	2	4.00	8.00	0.00	8.00
12	CB10538	NETWORK CABLE 25'	HARDWARE	2	9.00	18.00	0.00	18.00
13	CB00273	250' CAT5 4 PR TWISTED-GRAY	HARDWARE	1	65.00	65.00	0.00	65.00
14	ZZ00381	CABLE MARKER BOOK	HARDWARE	1	11.00	11.00	0.00	11.00
15	ZZ00521	TIE WRAP 6IN (EA=BAG OF 100) B	HARDWARE	1	4.00	4.00	0.00	4.00
16	OP00143	PATCH PANEL (12-PORT)	HARDWARE	1	24.00	24.00	0.00	24.00
17	ALTAKEOUTP	ALOHA TAKEOUT - RADIANT HW	SOFTWARE	1	395.00	395.00	0.00	395.00
18	AL3RDGCP	INTERFACE - GIFT CARD	SOFTWARE	1	173.00	173.00	0.00	173.00
19	CONFIGCENTACT	CONFIGURATION CENTER-ACTIVATE	SERVICES	1	85.00	85.00	0.00	85.00
20	COMMCENTACT	COMMAND CENTER ACTIVATION FEE	SERVICES	1	85.00	85.00	0.00	85.00
21	ALCSSURP	CUSTOMER SATISFACTION SURVEY	SOFTWARE	1	0.00	0.00	0.00	0.00
22	AHSSVCRSSLDBDLACT	RSS WITH TD AND LANDESK ACT	SERVICES	1	250.00	250.00	0.00	250.00
23	SINGLEKEYUSB	STAGED USB KEY SERIAL NO: 119557, 119557	HARDWARE	1	0.00	0.00	0.00	0.00
24	ALSVCCONSULT	CONSULTING SERVICES	SERVICES	1	1,250.00	1,250.00	0.00	1,250.00
25	ALSVCCINSTALL	SITE INSTALLATIONS	SERVICES	1	225.00	225.00	0.00	225.00
26	ALSVCCSTAGING	STAGING OF EQUIPMENT	SERVICES	1	250.00	250.00	0.00	250.00
27	ALSVCCINSTALL	SITE INSTALLATIONS	SERVICES	1	2,140.00	2,140.00	0.00	2,140.00
28	ALSVCCINSTALL	SITE INSTALLATIONS	SERVICES	1	175.00	175.00	0.00	175.00
29	CB10537	NETWORK CABLE 15'	HARDWARE	4	5.00	20.00	0.00	20.00



INVOICE

Page 3 of 3

Customer/PSID #:	1085009
Invoice #:	INV000931584
Invoice Rep:	Cindy Bolton
Contact #:	(770) 576-6664
Contact Email:	cbolton@radiantsystems.com



Total Due (USD): 12,752.73
Due Date: 06-JUL-2013

INVOICE DETAIL

LINE #	PRODUCT ID	PRODUCT DESCRIPTION	PRODUCT TYPE	QTY	PRICE	EXT PRICE	TAX	TOTAL
30	CB10536	NETWORK CABLE 7'	HARDWARE	3	3.00	9.00	0.00	9.00
31	CB10535	NETWORK CABLE 3 FT	HARDWARE	8	3.00	24.00	0.00	24.00
32	CB10628	4 POS. CASHDRAWER LOOPBACK CAB	HARDWARE	2	0.00	0.00	0.00	0.00
33	BOS-01-3294K	S4800 BRAND SERVER KIT #2	HARDWARE	1	1,189.00	1,189.00	0.00	1,189.00
SERIAL NO: 1245HC00MJJ9, 1245HC00MJJ9, 676, 676, MMLE1AA00125209A7E8588, MMLE1AA00125209A7E8588								
34	P000F025	MS 16IN CD 12V POS 5B5C	HARDWARE	2	115.00	230.00	0.00	230.00
SERIAL NO: RS074808, RS074808, RS075074, RS075074								
35	OP10577	DLINK 8PRT 10/100 SWITCH	HARDWARE	1	84.00	84.00	0.00	84.00
SERIAL NO: Q90V1D1000035, Q90V1D1000035								
36	P401F004	POWERVAR 240VA PWR COND	HARDWARE	2	152.00	304.00	0.00	304.00
SERIAL NO: 6102673R-1320065, 6102673R-1320065, 6102673R-1320077, 6102673R-1320077								
37	CB10535	NETWORK CABLE 3 FT	HARDWARE	5	3.00	15.00	0.00	15.00
38	CB10536	NETWORK CABLE 7'	HARDWARE	5	3.00	15.00	0.00	15.00
39	ZZ00119	MINI-COM 4 SPACE SURFACE MOUNT	HARDWARE	3	5.00	15.00	0.00	15.00
40	ZZ00117	MINI-COM CAT5 MODULAR JACK	HARDWARE	10	9.00	90.00	0.00	90.00
41	ALQUICKSVCP	ALOHA POS - QS - LICENSE	SOFTWARE	2	326.00	652.00	0.00	652.00
42	ALCRCDP	ELECTRONIC PAYMENTS	SOFTWARE	2	96.00	192.00	0.00	192.00
SUBTOTAL: 1047984 - MO015 PAPA MURPHY'S MO015 CAPE GIRARDEAU, MO						12,752.73	0.00	12,752.73
GRAND TOTAL						12,752.73	0.00	12,752.73
						PRE-PAID AMOUNT		0.00
						AMOUNT DUE (USD)		12,752.73

Fw: Payoff Request Lease# 183200-000**From:** Joe Rice**Sent:** Fri, Sep 13, 2013 at 9:36 am**To:** adam@glausandgohn.com

----- Forwarded Message -----

From: Kirsten Merza <kirstenm@balboacapital.com>**To:** Customer Service <customerservice@balboacapital.com>**Cc:** "Dick Larsen (dick.larsen@papamurphys.com)" <dick.larsen@papamurphys.com>; "capegpapa@att.net" <capegpapa@att.net>**Sent:** Thursday, September 12, 2013 5:14 PM**Subject:** Payoff Request Lease# 183200-000

Hello,

Can we please get a payoff quote for Lease# 183200-000?

Thank you.

Note:

This message is for the named person's use only. It may contain confidential, proprietary or legally privileged information. No confidentiality or privilege is waived or lost by any mistransmission. If you receive this message in error, please immediately delete it and all copies of it from your system, destroy any hard copies of it and notify the sender. You must not, directly or indirectly, use, disclose, distribute, print, or copy any part of this message if you are not the intended recipient. Balboa Capital Corporation and any of its subsidiaries each reserve the right to monitor all e-mail communications through its networks.

Any views expressed in this message are those of the individual sender, except where the message states otherwise and the sender is authorized to state them to be the views of any such entity.

Thank You.

###BCD###

Fw: Payoff Request Lease# 183200-000

From: Joe Rice

Sent: Fri, Sep 13, 2013 at 9:36 am

To: adam@glausandgohn.com

image001.jpg (22.3 KB) image002.gif (44.1 KB) image003.jpg (3.4 KB) – Download all

----- Forwarded Message -----

From: Customer Service <customerservice@balboacapital.com>**To:** Kirsten Merza <kirstenm@balboacapital.com>**Cc:** "Dick Larsen (dick.larsen@papamurphys.com)" <dick.larsen@papamurphys.com>; "capegpapa@att.net" <capegpapa@att.net>**Sent:** Thursday, September 12, 2013 5:19 PM**Subject:** RE: Payoff Request Lease# 183200-000

Hello,

Your request has been submitted and an email should be received within the next 1-2 business days.

Thank you,

Balboa Capital Corporation
Customer Service Representative
Customer Service
tel.888-272-1800
<http://www.balboacapital.com>

From: Kirsten Merza**Sent:** Thursday, September 12, 2013 3:15 PM**To:** Customer Service**Cc:** Dick Larsen (dick.larsen@papamurphys.com); capegpapa@att.net**Subject:** Payoff Request Lease# 183200-000

Hello,

Can we please get a payoff quote for Lease# 183200-000?

Thank you.

Note:

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Any views expressed in this message are those of the individual sender, except where the message states otherwise and the sender is authorized to state them to be the views of any such entity.

Thank You.

Fw: PMI MO025 & MO015 Invoice - RICE RESTAURANTS, INC. - Invoices

From: Joe Rice

Sent: Fri, Sep 13, 2013 at 9:36 am

To: adam@glausandgohn.com

image001.png (5.6 KB) image002.gif (2.5 KB) INV000931582 Rice Rest 1085009.pdf (107.6 KB)
INV000931584 Rice Restaurant 1085009.pdf (105.6 KB) **– Download all**

----- Forwarded Message -----

From: "Siadak, Jeanne" <Jeanne.Siadak@ncr.com>**To:** "capegpapa@att.net" <capegpapa@att.net>**Sent:** Friday, September 13, 2013 7:20 AM**Subject:** FW: PMI MO025 & MO015 Invoice - RICE RESTAURANTS, INC. - Invoices

Joe, here is the email chain with Balboa Capital. The statement below is from me to my manager letting her know I followed the procedure as we normally do.

Good luck going forward hope you get a great resolution.

Please note my office number has changed 770-299-6622

Thank you,

Jeanne Siadak

Finance Analyst

T: 770-299-6622 | jeanne.siadak@ncr.com

I did credit and re-bills for these sites to omit tax as they are using a Leasing Company. Please see the request below and advise. In the past I have always responded as I did below and the Leasing Company has accepted it.

Please note my office number has changed 770-299-6622

Thank you,

Jeanne Siadak

Dispute Analyst/NCR Hospitality

Collections-Dispute Analyst/Dunkin

T: 770-299-6622 | jeanne.siadak@ncr.com

From: Kirsten Merza [mailto:kirstenm@balboacapital.com]**Sent:** Friday, June 07, 2013 1:58 PM**To:** Siadak, Jeanne

Subject: RE: PMI MO025 & MO015 Invoice - RICE RESTAURANTS, INC. - Invoices

Jeanne,

Please see below from my funding team:

“If they can’t remove or amend the invoices then I need a letter in writing from the vendor to reference the invoice #'s and state the correct Bill to and Ship to info.”

Thank you.

From: Siadak, Jeanne [mailto:Jeanne.Siadak@ncr.com]
Sent: Friday, June 07, 2013 10:19 AM
To: Kirsten Merza; Johnson, Lutz
Cc: HSR, Aloha Deployment; Cantrell, Nicole; Beard, Nichole
Subject: RE: PMI MO025 & MO015 Invoice - RICE RESTAURANTS, INC. - Invoices

Kirsten, we can't remove them from the invoice. We have a signed contract with Rice Restaurants not Balboa Capital Corporation.

Please note my office number has changed 770-299-6622

Thank you,
Jeanne Siadak
Dispute Analyst/NCR Hospitality
Collections-Dispute Analyst/Dunkin
T: 770-299-6622 | jeanne.siadak@ncr.com

From: Kirsten Merza [mailto:kirstenm@balboacapital.com]
Sent: Friday, June 07, 2013 12:48 PM
To: Siadak, Jeanne; Johnson, Lutz
Cc: HSR, Aloha Deployment; Cantrell, Nicole; Beard, Nichole
Subject: RE: PMI MO025 & MO015 Invoice - RICE RESTAURANTS, INC. - Invoices

Jeanne,
Can you please remove Rice Restaurants from the Bill to portion?
Thanks.

From: Siadak, Jeanne [mailto:Jeanne.Siadak@ncr.com]
Sent: Friday, June 07, 2013 5:36 AM
To: Johnson, Lutz; Kirsten Merza
Cc: HSR, Aloha Deployment; Cantrell, Nicole; Beard, Nichole
Subject: PMI MO025 & MO015 Invoice - RICE RESTAURANTS, INC. - Invoices

Kirsten, attached are the invoices as requested please let me know if you need anything else.

Please note my office number has changed 770-299-6622

Thank you,
Jeanne Siadak
Dispute Analyst/NCR Hospitality
Collections-Dispute Analyst/Dunkin
T: 770-299-6622 | jeanne.siadak@ncr.com

From: Johnson, Lutz
Sent: Wednesday, June 05, 2013 6:59 AM
To: Kirsten Merza
Cc: Siadak, Jeanne; HSR, Aloha Deployment; Cantrell, Nicole
Subject: RE: PMI MO025 & MO015 Invoice - RICE RESTAURANTS, INC. - Invoices

Kirsten.
Jeanne is working on this for you. Once she has it completed, she can send you the information directly.

Thanks,

Please note - My office phone number has changed to 770-299-6663. The previous number will no longer be active as of January 7th. Please update your records.

Lutz Johnson
Solution Deployment Manager | **BRAND Solutions Group**
NCR Hospitality
770-299-6663 | lutzjohnson@ncr.com
lutzjohnson@ncr.com | www.ncr.com

NCR Logo

From: Kirsten Merza [<mailto:kirstenm@balboacapital.com>]
Sent: Tuesday, June 04, 2013 7:41 PM
To: Johnson, Lutz
Subject: RE: PMI MO025 & MO015 Invoice - RICE RESTAURANTS, INC. - Invoices

Lutz,
I tried to reach you in the office today and left a voicemail. Do you know when I should expect the invoice?

Kirsten

From: Johnson, Lutz [<mailto:Lutz.Johnson@ncr.com>]
Sent: Thursday, May 30, 2013 1:59 PM
To: Kirsten Merza
Cc: HSR, Aloha Deployment
Subject: RE: PMI MO025 & MO015 Invoice - RICE RESTAURANTS, INC. - Invoices

Kristen.

I'm checking in to this with our team. I will have an answer for you by tomorrow.

Thanks

Please note- My office phone number has changed to 770-299-6663. The previous number will no longer be active as of January 7th. Please update your records.

Lutz Johnson

Solution Deployment Manager | **BRAND Solutions Group**

NCR Hospitality

11770-299-6663 | F: 670-602-6219

lutz.johnson@ncr.com | www.ncr.com

NCR Logo

From: Kirsten Merza [mailto:kirstenm@balboacapital.com]

Sent: Thursday, May 30, 2013 4:46 PM

To: Johnson, Lutz

Subject: RE: PMI MO025 & MO015 Invoice - RICE RESTAURANTS, INC. - Invoices

Lutz,

The "Bill To" portion should read:

Balboa Capital Corporation
2010 Main Street, 11th Floor
Irvine, CA 92614

Taxes need to be removed. I've attached our certificate.

When should I expect the updated invoice?

Kirsten

From: Johnson, Lutz [mailto:Lutz.Johnson@ncr.com]

Sent: Thursday, May 30, 2013 1:41 PM

To: Kirsten Merza

Cc: HSR, Aloha Deployment

Subject: RE: PMI MO025 & MO015 Invoice - RICE RESTAURANTS, INC. - Invoices

Here you go.

Thanks,

Please note- My office phone number has changed to 770-299-6663. The previous number will no longer be active as of January 7th. Please update your records.

Lutz Johnson

Solution Deployment Manager | **BRAND Solutions Group**

NCR Hospitality

T: 770-299-6663 | F: 670-602-6219

lutzjohnson@ncr.com | www.ncr.com

NCR Logo

From: Kirsten Merza [mailto:kirstenm@balboacapital.com]
Sent: Wednesday, May 29, 2013 7:08 PM
To: Johnson, Lutz
Subject: RE: PMI MO025 & MO015 Invoice - RICE RESTAURANTS, INC. - 183200-000- Ship Status

Lutz,
How's that invoice coming along?
Thank you.

From: Johnson, Lutz [mailto:Lutz.Johnson@ncr.com]
Sent: Tuesday, May 28, 2013 1:04 PM
To: Kirsten Merza
Cc: HSR, Aloha Deployment
Subject: RE: PMI MO025 & MO015 Invoice - RICE RESTAURANTS, INC. - 183200-000- Ship Status

MO025 is showing in transit for delivery on 5/29. Tracking NCR02606
<http://harmony.myseko.com/Track/Result/NCR02606>
MO015 is showing in transit for delivery on 5/29. Tracking NCR02607
Thanks

Please note - My office phone number has changed to 770-299-6663. The previous number will no longer be active as of January 7th. Please update your records.

Lutz Johnson
Senior Deployment Manager | **BRAND Solutions Group**
NCR Hospitality
T: 770-299-6663 | F: 078-862-6213
lutzjohnson@ncr.com | www.ncr.com

NCR Logo

From: Kirsten Merza [mailto:kirstenm@balboacapital.com]
Sent: Tuesday, May 28, 2013 2:23 PM
To: Johnson, Lutz
Subject: RE: Invoice - RICE RESTAURANTS, INC. - 183200-000
Importance: High

Lutz,
Do you have the tracking numbers for the POS systems? It seems as though they have not been received.
Do you also have an update regarding the invoice?

Thanks.

From: Johnson, Lutz [mailto:Lutz.Johnson@ncr.com]
Sent: Friday, May 24, 2013 8:08 AM
To: Kirsten Merza
Subject: RE: Invoice - RICE RESTAURANTS, INC. - 183200-000

Yes. We have the request in to our department. I will push to get you the Sales order today.

Thanks

Please note- My office phone number has changed to 770-299-6663. The previous number will no longer be active as of January 7th. Please update your records.

Lutz Johnson

Solution Deployment Specialist | **BRAND Solutions Group**

NCR Company

T: 770-299-6663 | F: 678-601-1111

lutzjohnson@ncr.com | www.ncr.com

NCR Logo

From: Kirsten Merza [mailto:kirstenm@balboacapital.com]
Sent: Friday, May 24, 2013 10:59 AM
To: Johnson, Lutz
Subject: FW: Invoice - RICE RESTAURANTS, INC. - 183200-000

Can you please help me with this?

From: Cantrell, Nicole [mailto:Nicole.Cantrell@ncr.com]
Sent: Thursday, May 23, 2013 7:31 PM
To: Kirsten Merza
Subject: Re: Invoice - RICE RESTAURANTS, INC. - 183200-000

Hi Kirsten,

I do not generate invoices. An invoice will be sent to Joe and you can obtain from him if you would like.

Nicole Cantrell
Sent from my iphone

On May 22, 2013, at 2:43 PM, "Kirsten Merza" <kirstenm@balboacapital.com> wrote:

Nicole,

Glad to hear that the equipment is expected to be delivered within the next few days.

Please generate an invoice with the following:

Bill to:
Balboa Capital Corporation
2010 Main Street, 11th Floor
Irvine, CA

Ship to:
Papa Murphy's
2510 William St
Cape Girardeau, MO 63703

Please include any applicable serial numbers.

Please exclude sales tax. I've attached our certificate.

Should you have any questions, please call me at (949)399-6331.

Regards,
Kirsten

From: Johnson, Lutz [mailto:Lutz.Johnson@ncr.com]
Sent: Wednesday, May 22, 2013 11:22 AM
To: Kirsten Merza
Cc: HSR, Aloha Deployment
Subject: RE: PMI MO015 & MO 025 Invoice - RICE RESTAURANTS, INC. - 183200-000

Looks like the equipment is arriving this Friday. Nicole has spoken with Joe and provided him the latest updates.

Thanks,

Please note- My office phone number has changed to 770-299-6663. The previous number will no longer be active as of January 7th. Please update your records.

Lutz Johnson
Solution Deployment Manager | **BRAND Solutions Group**
NCR Hospitality
T: 770-299-6663 | F: 678-292-8210
lutzjohnson@ncr.com | www.ncr.com
<image001.gif>

Note:

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its networks.

Any views expressed in this message are those of the individual sender, except where the message states otherwise and the sender is authorized to state them to be the views of any such entity.

Thank You.

###BCD###

<Resale certificate.pdf>

Company	Contact	Loan Types	New Stores - 1st Store	New Stores - Subsequent Store	Renovations	Relocations	Trainers	Equipment Only	Other	States Covered	Ending Criteria	Net Worth	Liquid Assets	FICO Credit Score	Debt Service Coverage Ratio	Minimum Equity Injection	Collateral Coverage	Standard Terms	Loan Amount	Loan Term	Interest Rate	Fixed/Variable	Personal Guarantee Required	Pre-payment Penalty	Fees	Packaging Fee	Guarantee Fee (on guaranteed portion only)	Other	Approval Time	Other CSR Clients
Ascendum Capital	David Cecilio 281-902-1934 www.ascendumcapital.com		Not/uses own other concepts	2-year experience, construction & equipment	Yes	Yes	Yes	Yes	Working Capital, Merchant Cash Advance, Accounts Receivable, Equipment Leasing	Nationwide		\$500,000 to \$1M	\$100,000	> 650	Depends on loan size	Depends on loan size	no personal collateral needed	up to \$5,000,000	24 - 60 months	2.5% to 9.9%	Fixed	Yes	None	\$495 - \$995		1% Doc Fee, \$79 UCC Filing Fee, Inspection Fee when applicable	1 hour	Denny's/Burger King/Dunkin		
Balboa Capital	Kristen Herrera 949-399-6331 www.balboacapital.com		Yes - capped at 55%	Yes	Yes	Yes	Yes	Yes	Yes - 2 Yrs Experience, Start-up rates for less than 2 Yrs Time in Business	Nationwide		\$500,000 to \$1M+	\$100,000	NA	1.2	20%	75%	SBA SBA Program: \$20K - \$55K, SBA 7(a) Program: \$100K - \$350K, SBA 7(a) Program: \$551K - \$5M	up to \$5,000,000	24 - 60 months	2.5% to 9.9%	Fixed	Can be waived dependent on company's strength	None	1% Doc Fee, \$79 UCC Filing Fee, Inspection Fee when applicable	Preproposal in 30 days	Arby's, Baskin Robbins, Dunkin Donuts			
Banker's	Steve Stewart 267-773-4319 www.bankers.com		Yes	Yes	Yes	Yes	Yes	Yes	Yes	Nationwide		NA	NA	NA	1.2	20%	75%	SBA SBA Program: \$20K - \$55K, SBA 7(a) Program: \$100K - \$350K, SBA 7(a) Program: \$551K - \$5M	up to \$5,000,000	24 - 60 months	2.5% to 9.9%	Fixed	Can be waived dependent on company's strength	None	1% Doc Fee, \$79 UCC Filing Fee, Inspection Fee when applicable	24 hours	Denny's/Burger King/Dunkin			
BoeFly	Mike Roman 617-266-3263 www.boefly.com/222amr273	Network of over 1,500 Lenders	Yes - see above	Yes - see above	Yes - see above	Yes - see above	Yes - see above	Yes - see above	Yes - see above	Nationwide		NA	NA	NA	1.2	20%	75%	SBA SBA Program: \$20K - \$55K, SBA 7(a) Program: \$100K - \$350K, SBA 7(a) Program: \$551K - \$5M	up to \$5,000,000	24 - 60 months	2.5% to 9.9%	Fixed	Can be waived dependent on company's strength	None	1% Doc Fee, \$79 UCC Filing Fee, Inspection Fee when applicable	15 to 20 business days until funding	Arby's, Baskin Robbins, Dunkin Donuts			
Business Financial Services	Scott Kantor 866-322-6450 www.bfsfranchise.com	Short Term Business Loans	Yes - see above	Yes - see above	Yes - see above	Yes - see above	Yes - see above	Yes - see above	Yes - see above	Nationwide & Puerto Rico		NA	NA	NA	1.2	20%	75%	SBA SBA Program: \$20K - \$55K, SBA 7(a) Program: \$100K - \$350K, SBA 7(a) Program: \$551K - \$5M	up to \$5,000,000	24 - 60 months	2.5% to 9.9%	Fixed	Can be waived dependent on company's strength	None	1% Doc Fee, \$79 UCC Filing Fee, Inspection Fee when applicable	3 - 5 days	Denny's, Domino's, Firehouse Subs, Subway, Pizza Hut, Dairy Queen			
California First National Bank	Allen N. Steigerwald 949-255-0500 Ext. 730 www.cfnb.com	Short Term Business Loans	Yes - see above	Yes - see above	Yes - see above	Yes - see above	Yes - see above	Yes - see above	Yes - see above	Credit Based Lender		NA	NA	NA	1.2	20%	75%	SBA SBA Program: \$20K - \$55K, SBA 7(a) Program: \$100K - \$350K, SBA 7(a) Program: \$551K - \$5M	up to \$5,000,000	24 - 60 months	2.5% to 9.9%	Fixed	Can be waived dependent on company's strength	None	1% Doc Fee, \$79 UCC Filing Fee, Inspection Fee when applicable	1 Week	Denny's, Domino's, Firehouse Subs, Subway, Pizza Hut, Dairy Queen			

Papa Murphy's - Financing Options

Yellow Highlight indicates a change(s) have been made to the Lender's Profile on the next Tab	Nationwide	First Stores	Subsequent Stores	Remodels	Relocations & Transfers	Equipment	Other	Max Months	Direct Lender	Loan Broker	Variable Rate	Fixed Rate	BBB (6)
New & Existing Owners													
Online Borrower/Lender Matching													
BoeFly - over 3,600 Participating Lenders (Note 1)	Y	Y	Y	Y	Y	Y	Y						A-
Banks w/SBA Guaranteed Loans													
Franchise America Finance/Bancorp Bank	Y	Y	Y	Y	Y	Y		120	Y		SBA (3)		A
HomeBanc (Note 2)	FL only	Y	Y	Y	Y	Y	Y	120	Y		SBA (3)		NR
Proficio Bank (Note 2) - Military Veteran Program	Y	Y	Y	Y	Y	Y		120	Y		SBA (3)		NR
Stearns Bank (Note 2)	Y	Y	Y	Y	Y	Y		84-120	Y		SBA (3)		A+
TD Bank - Military Veteran Program	Eastern Seaboard	Y	Y	Y	Y	Y		120	Y		SBA (3)	Y	A+
401(k) & IRA Rollovers (Note 4)													
Benetrends	Y	Y	Y	Y	Y	Y		120		Y	SBA (3)	Y	A+
Directed Equity	Y	Y	Y	Y	Y	Y	Y	120		Y	SBA (3)	Y	NR
Guidant Financial	Y	Y	Y	Y	Y	Y	Y	120		Y	SBA (3)		A+
Tenet Financial	Y	Y	Y	Y	Y	Y				Y			A+
Securities-Backed Loans (Note 5)													
Existing Owners													
Fixed Rate Loans													
Ascentium Capital	Y		Y	Y	Y	Y		84	Y			Y	NR
Direct Capital	Y		Y	Y	Y	Y		60	Y			Y	NR
Franchise Finance	Y	TBD	Y	Y	Y	Y	Y	84	Y	Y		Y	NR
Harbour Capital	Y		Y	Y	Y	Y	Y	84	Y			Y	NR
IRH Capital	Y		Y	Y	Y	Y	Y	84	Y			Y	A+
JenCas Financial	Y		Y	Y	Y	Y		84		Y		Y	A+
Macrolease/Bank of Rhode Island Company	Y	TBD	Y	Y	Y	Y		84	Y		SBA (3)	Y	NR
United Capital Business Lending	Y		Y	Y	Y			120	Y			Y	NR
Short Term or Limited Use Loans													
Balboa Capital	Y			Y		Y	Y	60	Y			Y	NR
Business Financial Services	Y		Y	Y	Y	Y		15	Y		Y		A+
California First National Bank	Y					Y		84	Y			Y	NR
Merchant Cash & Capital	Y		Y	Y		Y		Rev	Y		Y		A+
<p>Note 1: BoeFly offers 3-upgradeable levels of annual service from Concierge @ \$79 to Premium @ \$399 to Full Service @ \$1,199. All provide access to their on-line system which guides you in building a loan package and then connects you with lenders; the 2nd & 3rd levels of service provide additional support (see website for details)</p> <p>Note 2: SBA Preferred Lender -SBA delegates the final credit decision and most servicing and liquidation authority and responsibility to these carefully selected lenders.</p> <p>Note 3: SBA Guaranty: 7(a) Program: 85% on loans LT \$150k, 75% on loans GT \$150k; Express Program: 50% on loans LT \$350k; In addition to the lender's interest rate, SBA charges a one-time up-front Fee ranging from 2.0% (loans LT \$150k to 3.0% (loans GT \$150k) of the Guarantee amount and an ongoing Fee of 0.55%.</p> <p>Note 4: IRS ROBS (Rollovers as Business Startups) Compliance Project - these firms will handle all of your Self-Directed 401(k) qualified retirement plan administration needs (see Profile for Fees); those noted also work as loan brokers with their own network of lenders to help secure financing such as SBA Guaranteed Loans</p> <p>Note 5: Securities-based Lender, sale of securities not required, but securities must be pledged</p> <p>Note 6: Better Business Bureau (www.bbb.org) - ratings as of 1/28/13 (NR = Not Rated - this does not imply a problem)</p>													
SEE LENDER DETAILS ON NEXT TAB - - - Questions: Contact Dick Larsen @ dick.larsen@papamurphys.com													

Search Mail

Search



Hi, Joe

INBOX

CONTACTS

CALENDAR

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Inbox (240)

SORT BY DATE

1 selected

Drafts (1)

Siadak, ... FW: PMI ... 7:20 AM

Sent

Custome.. RE: Payof... Thu, 5:19 PM

Spam (45)

Kirsten ... Payoff Re... Thu, 5:14 PM

Trash

Drury Ho... Fall into S... Thu, 2:36 PM

FOLDERS

JP Clubb Missouri ... Thu, 1:15 PM

ach (9)

credit dept sygma (1)

Hello,

denise and payroll

Your request has been submitted and an email should be received within the next 1-2 business days.

jeff carpenter

lorna

Mindshare Tech Surveys (

Thank you,

monthly ads (4)

pos systems (12)

Balboa Capital Corporation
Customer Service Representative
Customer Service
tel.888-272-1800
<http://www.balboacapital.com>

From: Kirsten Merza
Sent: Thursday, September 12, 2013 3:15 PM
To: Customer Service
Cc: Dick Larsen

MESSENGER

Me: Offline

Sign in to Messenger to see who's online.

APPLICATIONS

Photos

Attachments

Notepad

Search Mail

Search  Hi, Joe

- INBOX
- CONTACTS
- CALENDAR

Compose	Delete	Move
Inbox (240)	SORT BY DATE	1 selected
Drafts (1)	Siadak, ...	FW: PMI ...
Sent	Custom...	7:20 AM
Spam (45)	Kirsten ...	RE: Payof...
Trash	Drury Ho...	Thu, 5:19 PM
FOLDERS	JP Clubb	Payoff Re...
		Thu, 5:14 PM
		Thu, 2:36 PM
		Thu, 1:15 PM

- ach (9)
- credit dept sygma (1)
- denise and payroll
- jeff carpenter
- loma
- Mindshare Tech Surveys (
- monthly ads (4)
- pos systems (12)

Payoff Request Lease# 183200-000

-  Kirsten Merza
-  Customer Service
-  Dick Larsen (dick.larsen@papamurphys.com)

Hello,
 Can we please get a payoff quote for Lease# 183200-000?
 Thank you.

MESSENGER
 Me: Offline
 Sign in to Messenger to see who's online.

- APPLICATIONS**
- Photos
- Attachments
- Notepad

Note:
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Search Mail

Search  Hi, Joe

- INBOX**
- CONTACTS
- CALENDAR



- Compose
- Inbox (239)**
- Drafts (1)
- Sent
- Spam (45)
- Trash
- FOLDERS
- ach (9)
- credit dept sygma (1)
- denise and payroll
- jeff carpenter
- loma
- Mindshare Tech Surveys (
- monthly ads (4)
- pos systems (12)
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Compose	Delete	Move
	SORT BY DATE	1 selected
	Siadak, ...	FW: PMI ... 7:20 AM
	Custom...	RE: Payof... Thu, 5:19 PM
	Kirsten ...	Payoff Re... Thu, 5:14 PM
	Drury Ho...	Fall into S... Thu, 2:36 PM
	JP Clubb	Missouri ... Thu, 1:15 PM

FW: PMI MO025 & MO015 Invoice - RICE RESTAUR

From: Siadak, Jeanne
 To: capegpapa@att.net

4 Attachments 163.9KB Save all to

PNG 4KB	GIF 1KB	PDF 79KB	PDF 78KB
		INV00093 1582 Rice Rest	INV00093 1584 Rice Restauran
Save	Save	Save	Save

This message contains block Show Images Options

Joe, here is the email chain with Balboa Capital. The statement below is from me to my manager letting her know I followed the procedure as we normally do.

Good luck going forward hope you get a great resolution.

***Please note my office number has changed 770 900

EXHIBIT 'A'
EQUIPMENT DESCRIPTION

Following invoice(s) are referenced, and hereby incorporated, for the purpose of describing the equipment subject to lease agreement # 183200-000. By signing below, I, the lessee, acknowledge that I choose to lease the equipment listed on the invoice(s) per the payment schedule and the terms and conditions set out in lease agreement, which is the governing document to this lease regardless of the price and terms (if any) indicated on the invoice(s).

EQUIPMENT DESCRIPTION	INVOICE #	INVOICE DATE	VENDOR NAME

Lease Number 183200-000

Lessee Name RICE RESTAURANTS, INC. dba PAPA MURPHY'S TAKE & BAKE

By: 

Name: Joseph Rice

Title: President

Date: 04/30/13

Page 1 of 1

"Delivery of this document bearing a facsimile signature or signatures shall have the same force and effect as if the document bore an original signature."

PERSONAL GUARANTY

Lease Agreement # 183200-000

THIS PERSONAL GUARANTY CREATES SPECIFIC LEGAL OBLIGATIONS. When we use the words **you** and **your** in this Personal Guaranty, we mean the **Personal Guarantor (s)** indicated below. When we use the words **we**, **us** and **our** in this Personal Guaranty, we mean **BALBOA CAPITAL CORPORATION**, its successors and assigns.

In consideration of our entering into the Lease agreement above ("LEASE"), you unconditionally and irrevocably guarantee to us, our successors and assigns the prompt payment and performance of any and all obligations of the Customer ("Lessee") under the LEASE and any other financial transaction of any kind whatsoever, whether now existing or hereafter arising with us. You agree that this is a guaranty of payment and not of collection, and that we can proceed directly against you without first proceeding against the LEASE or against the Equipment covered by the LEASE or against any collateral or security held by us. You waive all defenses and notices, including those of protest, presentment and demand. You agree that we can renew, extend or otherwise modify the terms of the LEASE and you will be bound by such changes. If the Lessee defaults under the LEASE, you will immediately perform all obligations of the Lessee under the LEASE, including, but not limited to, paying all amounts due under the LEASE. You will pay to us all expenses (including attorneys' fees) incurred by us in enforcing our rights against you or the Lessee. This is a continuing guaranty that will not be discharged or affected by your death and will bind your heirs and personal representatives. You waive any rights to seek repayment from the Lessee in the event you pay us. If more than one personal guarantor has signed this Personal Guaranty, each of you agree that your liability is joint and several. You authorize us or any of our affiliates to obtain credit bureau reports regarding your personal credit, and make other credit inquiries that we determine are necessary.

THIS PERSONAL GUARANTY IS GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA. YOU CONSENT TO THE JURISDICTION OF THE COUNTY OF ORANGE IN THE STATE OF CALIFORNIA. YOU HEREBY EXPRESSLY WAIVE THE RIGHT TO TRIAL BY JURY.

"Delivery of this document bearing a facsimile signature or signatures shall have the same force and effect as if the document bore an original signature."

Leslie Rice

Leslie Rice
NAME

04/30/13
DATE

HOME STREET ADDRESS, CITY, AND ZIP CODE

SOCIAL SECURITY NUMBER

HOME PHONE #

Hold Harmless Letter Agreement

Lease Number 183200-000

This Hold Harmless Letter Agreement has been written in "Plain English". When we use the words you or your, we mean you, our customer, which is the Lessee described in the Lease referenced above. When we use the words we, us and our, we mean the Lessor, Balboa Capital Corporation.

Normally we do not pay any equipment supplier until all of the Equipment (as described in the Lease) has been delivered and installed. You are requesting we pay your supplier(s) prior to delivery and installation of all of the Equipment subject to your Lease.

Your signature below authorizes us, in our sole and absolute discretion, to make payment(s) to all of your supplier(s) :

You shall pay us interim rent from the date of the prefund verbal verification based on the aggregate amount of our payment(s) to your supplier(s) multiplied by the daily equivalent lease rate. (The daily equivalent lease rate is equal to 1/30th of the quotient that results when dividing the monthly rental payment of your Lease by the aggregate invoice amounts) Once all of the Equipment has been delivered and installed, you shall sign, date and return our Delivery and Acceptance Certificate. Interim rent shall continue to accrue from the date of such Delivery and Acceptance Certificate through the first day of the following month.

Our payment to your supplier(s) prior to delivery and installation of all of the Equipment is being made as an accommodation to you. If you are dissatisfied with the Equipment, or you fail to take delivery of it, or installation is not satisfactory, you still agree to make all payments called for in your Lease. You hereby acknowledge and understand that by signing this Agreement, you agree that you shall be responsible for taking delivery/installation of the Equipment subject to your Lease, and that you shall hold us, and our assignees, harmless for any failure to take delivery/installation of the Equipment, and shall seek recovery against the supplier(s) and/or manufacturer(s) of the Equipment only, and not us or any of our assignees. You further agree that you will remain absolutely responsible to us, or our assignees, for all payments required under the Lease, and waive any and all claims against us, or our assignees, arising out of the failure of the Equipment to be delivered, installed, and/or operational in a timely or acceptable manner, or at all.

In the event you do not sign, date and return our Delivery and Acceptance Certificate within thirty (30) days of our first payment to your supplier(s), the term of your Lease shall commence, at our sole option, and payments will become due as described in the Lease. If for any reason we, in our sole and absolute discretion, decide not to commence the term of the Lease within thirty (30) days after we pay your supplier(s) and instead cancel the Lease, then you agree to pay us all amounts we have paid to the supplier(s) within two (2) business days of our written demand for repayment, together with interest at eighteen percent (18%) per annum or such other amount of interest as may be allowed by law if the law does not allow 18% interest.

We both agree as Lessee and Lessor under the Lease that this Agreement shall be binding when accepted in writing by Lessor at our offices. This Agreement shall be governed by the laws of the State of California. We both further agree as Lessee and Lessor under the Lease and we both consent to the jurisdiction of the courts of Orange County, California for the determination of all disputes arising under or relating to this Hold Harmless Letter Agreement. In the event of litigation concerning the terms of this Hold Harmless Letter Agreement, you shall pay all of our reasonable attorneys fees and costs incurred in connection with the enforcement, administration, defense, and/or interpretation of the terms and conditions of this Hold Harmless Letter Agreement and the Lease. This Agreement and the other agreements mentioned herein contains the entire agreement between you and us, and it may not be altered, amended, modified, terminated or otherwise changed except in writing and signed by both you and us. A limiting endorsement on a check or other form or payment will not be effective to modify any of the other terms and conditions of this Agreement, and we may apply any payment received without being bound by such limiting endorsements. Delivery of this Hold Harmless Letter Agreement bearing a facsimile signature or signatures shall have the same force and effect as if the document bore an original ink signature.

Lessee: RICE RESTAURANTS, INC. dba PAPA MURPHY'S TAKE & BAKE Date: 04/30/13

By: _____

Name: Joseph Rice

Title: President

By execution below, the undersigned Guarantor(s) unconditionally guarantee to Lessor performance when due of all obligations of Lessee under this Hold Harmless Letter Agreement and Lease Agreement # 183200-000.

Name: _____, Guarantor
Joseph Rice

Name: Leslie Rice, Guarantor
Leslie Rice

Addendum "A"
To
Lease Number: 183200-000

Reference is made to the above-referenced Lease Agreement ("Lease") dated _____, by and between RICE RESTAURANTS, INC. dba PAPA MURPHY'S TAKE & BAKE as Lessee, and BALBOA CAPITAL CORPORATION as Lessor.

Notwithstanding the terms and conditions contained in the Lease and to the limited extent hereof, the parties hereto agree as follow:

"THE END OF TERM OPTION AS REFERRED TO WITHIN THE LEASE AGREEMENT SHALL BE FMVNR (FAIR MARKET VALUE NO RESIDUAL) EQUAL TO 0 % OF THE ORIGINAL EQUIPMENT COST."

In all other respects, the terms and conditions of the Lease, as originally set forth, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto, by their authorized signatories, have executed this Addendum "A" at the date set forth below their respective signatures.

"Delivery of this document bearing a facsimile signature or signatures shall have the same force and effect as if the document bore an original signature."

Lessor:
BALBOA CAPITAL CORPORATION

By: _____
Vice President

Date: _____

Lessee:
RICE RESTAURANTS, INC. dba PAPA MURPHY'S TAKE & BAKE

By: 
Name: Joseph Rice
Title: President

Date: 04/30/13

TRANSMISSION VERIFICATION REPORT

TIME : 07/08/2013 20:58
NAME : BAER&EDINGTO
FAX : 5732438020
TEL : 5732434343
SER. # : 000J1N985004

DATE, TIME	07/08 20:58
FAX NO./NAME	19492242731
DURATION	00:00:21
PAGE(S)	01
RESULT	OK
MODE	STANDARD ECM

06/27/2013 2:00:06 PM -0700 FAXCOM

PAGE 2 OF 2



Change Addendum

Lease Agreement: 183200-000

Reference is made to the above-referenced Lease Agreement ("Lease") dated _____ by and between RICE RESTAURANTS, INC. dba PAPA MURPEY'S TAKE & BAKE, as Lessee, and BALBOA CAPITAL CORPORATION, as Lessor.

Notwithstanding the terms and conditions contained in the Lease and to the limited extent hereof, Lessor and Lessee agree as follows:

The Quarterly Rent amount of " \$3,239.64 " is hereby changed to " \$3,363.10 " and Lessee agrees to make such payments as set forth in the Lease.



GLAUS & GOHN, LC

Attorneys at Law
1930 Broadway, Suite A
Cape Girardeau, MO 63701
Telephone (573) 332-1341
Facsimile (573) 334-5347

GORDON L. GLAUS

ADAM E. GOHN

September 17, 2013

Balboa Capital
P.O. Box 79445
City of Industry, CA 91716-9445

ATTN: Portfolio Management Department

RE: Rice Restaurants, Inc.
DBA papa Murphy's Take and Bake
2510 William Street
Cape Girardeau, MO 63703
Agreement Number: 183200-000
Customer Number: 109537

Dear Sir or Madam:

Please find enclosed a check from my client, Joe Rice, owner of Rice Restaurants, Inc. in the amount of TWENTY FOUR THOUSAND SEVEN HUNDRED THIRTY ONE DOLLARS AND FORTY THREE CENTS (\$24,741.43).

This represents the amount of the payoff quote sent to me by Mr. Don Hansen, Vice President of the Commercial Finance Division, less the refund due to Mr. Rice from the interim rental agreement. Mr. Rice is still entitled to a refund of the related taxes from the interim rental agreement, and expects a refund of the same within the next few days. Please see the enclosed correspondence between my office, and Mr. Hansen confirming the same, as well as the additional supporting correspondence enclosed.

This is a final payment and satisfies all of Mr. Rice's responsibilities under the agreement. Please forward confirmation of the release of your security interest in Mr. Rice's equipment to my office as soon as possible.

Do not hesitate to contact me if you have any questions.

Yours very sincerely,

A handwritten signature in black ink, appearing to be 'AEG', with a long horizontal stroke extending to the right.

Adam E. Gohn
Attorney & Counselor at Law
GLAUS & GOHN, LC

AEG/ jaw
Enclosures
cc: File

RE: Rice Restaurants CN 109537

From: Don Hansen

Sent: Fri, Sep 13, 2013 at 3:47 pm

To: 'adam@glausandgohn.com', Dick Larsen

Cc: Joe Rice

image001.jpg (22.3 KB) image002.gif (44.1 KB) image003.jpg (3.4 KB) – **Download all**

Adam:

- 1) Balboa will be refunding the interim rental charge of \$3,325.73 plus related taxes.
- 2) I will have a new payoff letter generated the details rentals due, taxes, etc. for us to review next week. My portfolio manager handling this is out today.
- 3) Upon full payment of all amounts due, we will release our security interest in the equipment.


Let me know if you have any further questions.



Don Hansen
Balboa Capital Corporation
Vice President
Commercial Finance Division
tel. 949-553-3464
fax. 949-399-3164
donfh@balboacapital.com
<http://www.balboacapital.com>



You Why Choose
Balboa Capital?

 Click Here for a Quick
Quote or to Apply Now

-----Original Message-----

From: adam@glausandgohn.com [mailto:adam@glausandgohn.com]

Sent: Friday, September 13, 2013 12:33 PM

To: Dick Larsen

Cc: Don Hansen; Joe Rice

Rice Restaurants CN 109537**From:** Don Hansen**Sent:** Tue, Sep 17, 2013 at 1:06 pm**To:** 'adam@glausandgohn.com', Dick Larsen**Cc:** Joe Rice

RICE RESTAURANTS, INC. 183200-000.pdf (60.1 KB)

Please find the payoff letter for 183200-000 attached.

- DH

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Thank You.

###BCD###

RE: Rice Restaurants CN 109537

From: adam@glausandgohn.com

Sent: Tue, Sep 17, 2013 at 2:57 pm

To: Don Hansen

Cc: Dick Larsen, Joe Rice

Dear Mr. Hansen:

I will take this to Joe. However, it is impossible to comply with the terms of this document because the date you requested receipt of payment was yesterday (9-16-13). I can only assume you intended to list some commercially reasonable date in the future as the date on which your company expects receipt of Mr. Rice's check.

I'll be in touch with you shortly. Thank you for your time and attention to this matter.

Regards,

Adam

Adam Gohn, Esq.

Attorney and Counselor at Law

Glaus & Gohn, LC

Attorneys at Law

P: (573) 332-1335

F: (573) 334-5347

E: adam@glausandgohn.com

W: www.glausandgohn.com

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Payoff Quote

January 21, 2014

RICE RESTAURANTS, INC.
DBA PAPA MURPHY'S TAKE & BAKE
2510 WILLIAM ST
Cape Girardeau, MO 63703

RE: Agreement Number: 183200-000
Customer Number: 109537

Pursuant to your request, we have prepared a quote for the termination of the subject agreement and schedule.

To date, the breakdown of the payoff amount is as follows:

Payment Balance		\$20,178.60
Sales Tax on Balance	4.23%	\$853.55
Late Charges		\$0.00
Residual		\$0.00
Sales Tax on Residual	4.23%	\$0.00
Other Fees		\$0.00
Property Tax		\$0.00
Sales Tax on Property Tax	4.23%	\$0.00
Processing Fee		\$479.00
Total		\$21,511.15

A cashier's or company check for the above amount must be received by Balboa Capital Corporation on or before 02/27/2014. Please send this check to the following address:

Attn: Portfolio Management Dept
Balboa Capital
P.O. BOX 79445
CITY OF INDUSTRY, CA 91716-9445

Upon our receipt of your check, Balboa Capital Corporation will complete all documents necessary to terminate your Agreement. If you have any further questions or would like to discuss this quote, please contact the Portfolio Management Department at 888-225-2621.

Thank You,
BALBOA CAPITAL CORPORATION
Portfolio Management Department

183200-000	12/03/2013	<u>1769660</u>	Late Payment Charges	\$605.36	\$605.36
183200-000	12/30/2013	Ck 1423013	Cash Receipts	\$-605.36	\$0.00
183200-000	11/30/2013	<u>1760625</u>	Rent - Equipment	\$3,708.05	\$3,708.05
183200-000	12/30/2013	Ck 1423013	Cash Receipts	\$-3,708.05	\$0.00
183200-000	10/06/2013	<u>1740420</u>	NSF Fee - 09/04/2013	\$15.00	\$15.00
183200-000	09/23/2013	Ck 5963897	Cash Receipts	\$-15.00	\$0.00
183200-000	08/31/2013	<u>1730157</u>	Rent - Equipment	\$3,505.19	\$3,505.19
183200-000	08/31/2013	Ck 8	ACH Receipts	\$-3,505.19	\$0.00
183200-000	09/04/2013	Ck 8	Ret'd ACH - Stop Payment	\$3,505.19	\$3,505.19
183200-000	09/23/2013	Ck 5963897	Cash Receipts	\$-3,505.19	\$0.00
183200-000	08/05/2013	<u>1723179</u>	Prorated Rnt:06/03/13-08/30/13	\$4,090.49	\$4,090.49
183200-000	08/05/2013	Ck 1	ACH Receipts	\$-545.25	\$3,545.24
183200-000	08/05/2013	Ck 2	ACH Receipts	\$-3,466.24	\$79.00
183200-000	08/05/2013	Ck 3	ACH Receipts	\$-79.00	\$0.00



December 31, 2013

Rice Restaurants, Inc.
DBA Papa Murphy's Take and Bake
2510 William St.
Cape Girardeau, MO 63703

RE: Lease Agreement #183200-000

Accounts Payable,

Enclosed you will find the check you mailed in for the above referenced Lease Agreement. The reason this is being returned to you is because it is less than the total amount due to pay off the Lease Agreement. Balboa Capital does not accept partial payoffs. Please find an updated payoff quote indicating the total amount due in order to pay off your Lease Agreement.

If you have any other questions or concerns you would like to discuss, please feel free to call me directly.

Thank you,

Jaclyn Munoz
Portfolio Management
Contract Maturity Manager
tel.949-553-3475
fax.949-399-3175
jaclynm@balboacapital.com