FRANCHISE DISCLOSURE DOCUMENT

BEGGARS PIZZA FRANCHISE, LLC
an Illinois limited liability company
12949 South California Avenue
Blue Island, Illinois 60406
708-239-1323
www.beggarspizza.com
franchise@beggarspizza.com

We offer franchises for the establishment and operation of restaurants offering pizza, Italian-style food, and other approved food products which are identified by the mark "Beggars Pizza®" (each, a "Beggars Pizza® Restaurant"). Beggars Pizza® Restaurants offer pizza and other approved products on a dine-in, carry-out, and delivery basis.

The total investment necessary to begin operation of a Beggars Pizza® Restaurant with 150 or fewer seats is $343,000 to $739,500. This includes $30,000 to $32,500 that must be paid to the franchisor or an affiliate. The total investment necessary to begin operation of a Beggars Pizza® Restaurant with more than 150 seats is $629,000 to $1,080,000. This includes $45,000 to $48,000 that must be paid to the franchisor or an affiliate.

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

The terms of your contract will govern your franchise relationship. Don't rely on the disclosure document alone to understand your contract. Read all of your contract carefully. Show your contract and this disclosure document to an advisor, like an attorney or an accountant.

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

There may also be laws on franchising in your state. Ask your state agencies about them.

Issuance Date: **April 28, 2026**

How to Use This Franchise Disclosure Document

Here are some questions that you may be asking about buying a franchise and tips on how to find more information:

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits, or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibits G and H.
How much will I need to invest?	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
Does the franchisor have the financial ability to provide support to my business?	Item 21 or Exhibit A includes financial statements. Review these statements carefully.
Is the franchise system stable, growing, or shrinking?	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
Will my business be the only Beggars Pizza® business in my area?	Item 12 and the "territory" provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
Does the franchisor have a troubled legal history?	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
What's it like to be a Beggars franchisee?	Item 20 or Exhibits G and H lists current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

What You Need To Know About Franchising *Generally*

Continuing responsibility to pay fees. You may have to pay royalties and other fees even if you are losing money.

Business model can change. The franchise agreement may allow the franchisor to change its manuals and business model without your consent. These changes may require you to make additional investments in your franchise business or may harm your franchise business.

Supplier restrictions. You may have to buy or lease items from the franchisor or a limited group of suppliers the franchisor designates. These items may be more expensive than similar items you could buy on your own.

Operating restrictions. The franchise agreement may prohibit you from operating a similar business during the term of the franchise. There are usually other restrictions. Some examples may include controlling your location, your access to customers, what you sell, how you market, and your hours of operation.

Competition from franchisor. Even if the franchise agreement grants you a territory, the franchisor may have the right to compete with you in your territory.

Renewal. Your franchise agreement may not permit you to renew. Even if it does, you may have to sign a new agreement with different terms and conditions in order to continue to operate your franchise business.

When your franchise ends. The franchise agreement may prohibit you from operating a similar business after your franchise ends even if you still have obligations to your landlord or other creditors.

Some States Require Registration

Your state may have a franchise law, or other law, that requires franchisors to register before offering or selling franchises in the state. Registration does not mean that the state recommends the franchise or has verified the information in this document. To find out if your state has a registration requirement, or to contact your state, use the agency information in Exhibit E.

Your state also may have laws that require special disclosures or amendments be made to your franchise agreement. If so, you should check the State Specific Addenda. See the Table of Contents for the location of the State Specific Addenda.

Special Risks to Consider About *This* Franchise

Certain states require that the following risk(s) be highlighted:

1. **<u>Out-of-State Dispute Resolution</u>**. The franchise agreement requires you to resolve disputes with the franchisor by mediation, arbitration, and/or litigation only in Illinois. Out-of-state mediation, arbitration, or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate, arbitrate, or litigate with the franchisor in Illinois than in your own state.

Certain states may require other risks to be highlighted. Check the "State Specific Addenda" (if any) to see whether your state requires other risks to be highlighted.

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ITEM 1
THE FRANCHISOR, AND ANY PARENTS, PREDECESSORS, AND AFFILIATES

To simplify the language in this disclosure document, we refer to Beggars Pizza Franchise, LLC as "we" or "us." We refer to the individual or business entity (corporation, partnership, etc.) buying the franchise as "you." Except for sole proprietorships, the term "you" does not include a business entity's owners.

We were originally incorporated as Beggars Pizza Franchise Corporation in Illinois on March 30, 2004. On December 15, 2020, we converted our corporation to a limited liability company under the name "Beggars Pizza Franchise, LLC." We maintain our principal place of business at 12949 South California Avenue, Blue Island, Illinois 60406 ("Beggars Headquarters"). We do business only under the name "Beggars Pizza®." Our agents for service of process are described in Exhibit F. We have offered franchises for Beggars Pizza® Restaurants since July 2004. We have not offered franchises in any other line of business. We do not operate Beggars Pizza® Restaurants ourselves; however, our affiliated companies APG Enterprises, Inc. ("APG Enterprises"); BP Bolingbrook, LLC ("BP Bolingbrook"); BP Crestwood, LLC ("BP Crestwood"); BP Dyer LLC ("BP Dyer"); BPNL LLC ("BPNL"); Garelo LLC ("Garelo"); Lansing B.P., Inc. ("Lansing"); Oak Forest BP, Inc. ("Oak Forest BP"); and TCG Ventures, Inc. ("TCG Ventures)" own and operate Beggars Pizza® Restaurants that are referred to in this disclosure document as "affiliate-owned restaurants." The principal place of business of all of our affiliated companies referenced above is 12949 South California Avenue, Blue Island, Illinois 60406.

Our affiliate Begcom, LLC ("Begcom") sells products to our franchisees. Our affiliate Beg Adv, Inc. provides advertising services to our franchisees. The principal place of business of both Begcom and Beg Adv, Inc. is 142 Augusta Drive, Palos Heights, Illinois 60436. Neither Begcom nor Beg Adv, Inc. have offered franchises in this or any other line of business.

We have no predecessors.

<u>The Franchise Offered</u>

Beggars Pizza® Restaurants offer pizza, other food products, and non-alcoholic and alcoholic beverages. Customers can dine-in, carry-out, or receive delivery service. Beggars Pizza® Restaurants also offer catering services.

You will operate a Beggars Pizza® Restaurant (the "Restaurant") according to the terms of our franchise agreement in the form attached as Exhibit C to this disclosure document (the "Franchise Agreement") according to our standards as described below. The Beggars Pizza® system (the "System") is identified by certain trade names, service marks, trademarks, trade dress, logos, emblems, and indicia of origin including the mark "Beggars Pizza®" and the mark "Beggars Pizza (plus logo)" (collectively, the "Proprietary Marks"). We may add, eliminate, modify, or substitute any of the Proprietary Marks at any time in our sole discretion. The System includes our methods, techniques, standards, specifications, policies, and procedures relating to the operation of Beggars Pizza® Restaurants as described in our confidential operational manual and other written directives (collectively, the "Manuals"). The System also includes our distinctive decor, color schemes, special recipes and menu items, and our advertising and promotional programs, all of which we may change, improve, and further develop. We have also developed certain trade secret food ingredients for use in the System including pizza dough, spaghetti and pizza sauces, sausage, and trade secret spice blends, all of which are sold through Begcom.

Market and Competition

The Restaurant will provide products and services to the general public. The market for restaurant services and for pizza is highly competitive. This competition includes many local, regional, and national pizza chains and independent restaurants.

Industry-Specific Regulations

In addition to the laws, regulations, and ordinances applicable to businesses generally such as the Americans with Disabilities Act, federal wage and hour laws, and the Occupational Safety and Health Act, you should consider that certain aspects of the restaurant business are heavily regulated by federal, state, and local laws, rules, and ordinances. The U.S. Food and Drug Administration, the U.S. Department of Agriculture, state and local health departments, and other agencies have laws and regulations concerning the preparation of food and the sanitary conditions of restaurant facilities. State and local agencies routinely conduct inspections for compliance with these requirements. Under the Clean Air Act and related implementation laws, certain state and local areas are required to attain certain levels of air quality standards regarding ozone, carbon monoxide, and particulate matters. Certain provisions of those laws impose caps on emissions resulting from commercial food preparation. State laws may also set standards for employers that regulate working conditions such as limiting the collection of biometric information.

You also may need to obtain a liquor license to operate the Restaurant. State and local laws, regulations, and ordinances vary significantly in the procedures, difficulty, and cost associated with obtaining a license to sell liquor, the restrictions placed on the manner in which liquor may be sold, and the potential liability imposed by dram shop laws involving direct or indirect injuries related to the sale or consumption of liquor. You will need to understand and comply with those laws to operate the Restaurant.

ITEM 2
BUSINESS EXPERIENCE

Laurance H. Garetto – President, Treasurer, and Director

Mr. Garetto has served as our President since May 2014 and as our Treasurer and a director since our incorporation in March 2004. He has served as the Manager of BP Dyer since April 2025; a member of BP Crestwood since April 2021; a director of BP Bolingbrook since October 2018; a director of TCG Ventures since January 2007; a director of Garelo since June 2007; the Secretary, Treasurer, and a director of Begcom since July 2007; the Secretary, Treasurer, and a director of Oak Forest BP (which operates two Beggars Pizza® Restaurants) since May 1997; the Secretary, Treasurer, and a director of Lansing since April 1995; and the President, Secretary, and Treasurer of APG Enterprises since March 1981. He has also served as the President of Begcom, Oak Forest BP, Lansing, and BPI since May 2013. He previously served as a director of BP Orland

Park, LLC from April 2009 to April 2022, and as a director of BPNL from September 2007 to April 2022. All of these positions are or were located in Blue Island, Illinois or Palos Heights, Illinois.

Raymond P. Cantelo – Vice President and Director

Mr. Cantelo has served as our Vice President and a director since January 2007. He has also served as the General Manager and Vice President of Operations of Begcom since May 2013; the General Manager and Vice President of Operations of Oak Forest BP since January 2000; a director of TCG Ventures since January 2007; a director of Garelo since June 2007; a director of BP Bolingbrook since October 2018; and a member of BP Crestwood since April 2021. He served as a director of BP Orland Park, LLC from April 2009 to April 2022. All of these positions are or were located in Blue Island, Illinois or Palos Heights, Illinois.

Amanda Melvin – Chief Marketing Officer

Ms. Melvin has been with us since our incorporation in March 2004 and has served as our Chief Marketing Officer since January, 2016 in Blue Island, Illinois. She has also served as a manager of LAPJ 119 LLC since its inception in August 2024. All of these positions are or were located in Blue Island, Illinois or Palos Heights, Illinois.

Cheryl Garetto – Secretary, Director of Human Resources, and Director

Mrs. Garetto has served as our Secretary and a director since May 2013, and as our Director of Human Resources since May 2008. She has also served as a director of BP Bolingbrook since October 2018, and as the managing member of BPNL since April 2022. All of these positions are or were located in Blue Island, Illinois or Palos Heights, Illinois.

ITEM 3
LITIGATION

No litigation is required to be disclosed in this Item.

ITEM 4
BANKRUPTCY

No bankruptcies are required to be disclosed in this Item.

ITEM 5
INITIAL FEES

You must pay us an initial franchise fee of $25,000 for a Beggars Pizza® Restaurant with 150 or fewer seats and $40,000 for a Beggars Pizza® Restaurant with more than 150 seats. The entire initial franchise fee is due when you sign your Franchise Agreement. If you open a second Beggars Pizza® Restaurant with an identical ownership group with each owner having identical ownership interests, we will reduce the initial franchise fee by 50%. The initial franchise fee is fully earned upon receipt and not refundable.

If you are signing your Franchise Agreement to renew your existing franchise, you must sign the Renewal Addendum attached to this disclosure document as Exhibit J and pay a renewal fee as prescribed in your expiring Franchise Agreement when you sign your new Franchise Agreement in lieu of the initial franchise fee described above.

If we permit an affiliate to operate a Beggars Pizza® Restaurant, the affiliate will not pay an initial franchise fee. Except as described above, the initial franchise fee is uniform for all franchises currently being offered.

You must purchase your opening inventory of products and supplies from us, our affiliate, or our approved suppliers. While your opening inventory of products and supplies will vary based on your expected volume of business, the size of the Restaurant, and the size of any storage areas in the Restaurant, we estimate that the cost for your initial inventory will be $5,000-$7,500 for a Beggars Pizza® Restaurant with 150 or fewer seats, and $5,000-$8,000 for a Beggars Pizza® Restaurant with more than 150 seats.

ITEM 6
<u>OTHER FEES</u>

Type of Fee	Amount	Due Date	Remarks
Royalty Fee	Higher of 5% of Gross Sales or $500 per Accounting Period. If applicable law prohibits you from paying a percentage of your Gross Sales from the sale of alcoholic beverages, you must pay the higher of (a) 6.5% of Gross Sales excluding all revenue from the sale of alcoholic beverages, or (b) $500 per Accounting Period.	Due each Monday for the prior period beginning on Monday and ending on Sunday (an "Accounting Period").	See Notes 1 and 2. Affiliate-owned locations generally do not pay royalty fees but do contribute to the Brand Fund.
Brand Fund	1% of Gross Sales per Accounting Period.	Due each Monday for the prior Accounting Period.	See Notes 2 and 3.
Audit/Inspection Expenses	18% APR interest or the highest rate allowed by law, plus the costs of the audit or inspection and related expenses.	On demand.	Payable only if an audit or inspection shows that any financial information delivered by you to us is inaccurate and resulted in an underpayment.

Type of Fee	Amount	Due Date	Remarks
Training Expenses	Amount of expenses for you and your employees who attend training, including costs of transportation, lodging, meals, and wages.	As incurred.	
Insurance Fee	Amount of insurance premium plus administrative fee equal to 10% of premium.	On demand.	Payable only if you fail to maintain required insurance coverage and we elect to obtain coverage for you.
Renewal Fee	33% of our then-current initial franchise fee (or as otherwise prescribed by your existing Franchise Agreement).	When signing your renewal Franchise Agreement.	Payable if you renew your franchise.
Interest/Late Fee	$100 plus 18% APR interest or the highest rate allowed by law on the delinquent amount.	Continues to accrue until paid.	Payable only if any sums due us are not paid promptly when due.
Manual Replacement Fee	$250	When billed.	Payable if you lose or misplace any part of the Manuals and we replace it.
Transfer Fee	$7,500	Before transfer.	Payable if you transfer or assign your franchise.
Product Inspection and Testing	Cost of inspection or testing. We estimate that our costs will be between $500 and $2,000.	When billed.	Payable if you ask us to evaluate or approve a proposed supplier. See Item 8 for information about supplier restrictions and our supplier approval process.
Software Support and Upgrades	Approximately $175/month subject to increases.	As incurred.	You must pay Speedline Solutions, Inc. (“Speedline”) for license fees, ongoing software support, and upgrades.
Late Order Fee	$100 per occurrence.	When billed.	See Note 4.
Legal Fees and Indemnification	Varies according to cost or loss incurred.	On demand.	You indemnify us and our affiliates from liability for any claim based on or arising from your operation of the Restaurant.
Additional Assistance	Then-current fee. We currently charge $120/hour or $875/day.	When billed.	See Note 5.

Note 1. Except for Insurance Premiums fees, Product Inspection and Testing fees, and Software Support and Upgrades fees, which are paid directly to vendors, all fees are payable to us, and except as described above, all fees are non-refundable and uniform for franchises currently being offered.

Note 2. "Gross Sales" means all revenues generated from sales of all products and services conducted at, from, or with respect to the Restaurant, whether these sales are evidenced by cash, check, credit, charge, account, gift cards, loyalty cards, barter, or exchange, and the proceeds from any business interruption insurance policies. Gross Sales do not include the sale of products or services for which refunds have been made in good faith to customers, the sale of equipment or furnishings used in the operation of the Restaurant, revenue from the sale or issuance of System gift or loyalty cards (although revenue from the sale of products and services paid for with gift or loyalty cards is included), any reduction in revenue due to discounts or coupon sales, or any sales taxes or other taxes collected from customers and paid directly to the appropriate taxing authority.

Note 3. Our affiliate, Beg Adv, Inc., maintains a dedicated marketing fund for the benefit of the System (the "Brand Fund"). Your required contribution to the Brand Fund is in addition to the amount you must spend on local advertising for the Restaurant. During your first three months of operation, you must spend at least $3,000 per month on local advertising (with the first month prorated if necessary), and for each subsequent month you must spend at least 2% of your monthly Gross Sales. See Item 11 of this disclosure document for more information about the Brand Fund and your local marketing obligations.

Note 4. You must enter into Begcom's form of commissary agreement (the "Commissary Agreement") for the purchase of products we designate for purchase from Begcom during the term of your Franchise Agreement. The current Commissary Agreement is attached as Exhibit D to this disclosure document. Begcom will specify an order deadline for all product orders. If you order products after the deadline, but the order can still be accommodated, Begcom will charge you a late order fee in the amount of $100.

Note 5. At your request and in our discretion, we will provide you with additional advice and assistance on System implementation and Restaurant operations beyond the standard support provided to franchisees. For example, at times franchisees request bespoke services or assistance with respect to menu changes or additions, marketing, or IT support. Subject to our capacity and in our discretion, we may provide such services in exchange for a reasonable hourly fee.

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ITEM 7
ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

For a Beggars Pizza® Restaurant with 150 or fewer seats:

Expense	Amount		Method of Payment	When Due	To Whom Payment is Made
Initial Franchise Fee	$25,000	$25,000	Lump sum	When you sign your Franchise Agreement	Us
Travel and Living Expenses During Training (Note 1)	$1,000	$5,000	As incurred	During training	Airlines, hotels, restaurants, etc.
Rent or Real Estate (not including the purchase of property) (Note 2)	$15,000	$22,000	As arranged	Before opening	Lessor
Improvements (build-out) (Note 3)	$150,000	$350,000	As arranged	Before opening	Contractor
Furniture and Fixtures (Note 4)	$5,000	$50,000	As arranged	Before opening or as arranged with vendors	Vendors
Equipment (Note 4)	$75,000	$150,000	As arranged	Before opening or as arranged with vendors	Vendors
Insurance (Note 5)	$5,000	$15,000	As arranged	Prior to opening	Insurance companies
Signage	$5,000	$25,000	As arranged	Before opening or as arranged with vendors	Vendors
Miscellaneous Opening Costs	$2,000	$5,000	As incurred	Before opening	Suppliers, utility companies, etc.
Opening Inventory (Note 6)	$5,000	$7,500	As arranged	Before opening	Us, our affiliates, or approved suppliers
Grand Opening Advertising	$10,000	$10,000	As arranged	Within 30 days after opening	Distribution services and media providers
Computer Equipment and Software (POS system) (Note 7)	$35,000	$50,000	As arranged	Before opening or as arranged with vendors	Vendors
Additional Funds (Note 8)	$10,000	$25,000	As incurred	As incurred	Employees, suppliers, utility companies, etc.
TOTALS	**$343,000 to $739,500**				

For a Beggars Pizza® Restaurant with more than 150 seats:

Expense	Amount		Method of Payment	When Due	To Whom Payment is Made
Initial Franchise Fee	$40,000	$40,000	Lump sum	When you sign your Franchise Agreement	Us
Travel and Living Expenses During Training (Note 1)	$1,000	$5,000	As incurred	During training	Airlines, hotels, restaurants, etc.
Rent or Real Estate (not including the purchase of property) (Note 2)	$32,000	$47,000	As arranged	Before opening	Lessor
Improvements (build-out) (Note 3)	$250,000	$400,000	As arranged	Before opening	Contractor
Furniture and Fixtures (Note 4)	$75,000	$200,000	As arranged	Before opening or as arranged with vendors	Vendors
Equipment (Note 4)	$125,000	$175,000	As arranged	Before opening or as arranged with vendors	Vendors
Insurance (Note 5)	$14,000	$50,000	As arranged	Prior to opening	Insurance companies
Signage	$5,000	$25,000	As arranged	Before opening or as arranged with vendors	Vendors
Miscellaneous Opening Costs	$2,000	$5,000	As incurred	Before opening	Suppliers, utility companies, etc.
Opening Inventory (Note 6)	$5,000	$8,000	As arranged	Before opening	Us, our affiliates, or approved suppliers
Grand Opening Advertising	$10,000	$10,000	As arranged	Within 30 days after opening	Distribution services and media providers
Computer Equipment and Software (POS system) (Note 7)	$50,000	$75,000	As arranged	Before opening or as arranged with vendors	Vendors
Additional Funds (Note 8)	$20,000	$40,000	As incurred	As incurred	Employees, suppliers, utility companies, etc.
TOTALS	**$629,000 to $1,080,000**				

Except as otherwise described in the notes below, the tables above provide an estimate of the initial investment for a new Beggars Pizza® Restaurant. All costs listed in the table are estimates. Actual costs will vary for each franchise location. All fees and payments described in this Item 7 are non-refundable unless otherwise stated or permitted by the payee. We do not offer financing for any part of the initial investment.

Note 1. The figures in the charts represent estimated pre-opening salaries of one employee during our three-week management training program. See Item 11 of this disclosure document for more information about our management training program. We will cover the cost of instructors and instructional materials, but you must pay your cost of travel, meals, lodging, and salaries.

Note 2. The figures in the charts reflect your estimated rent costs for your first month of operations (the estimated security deposit, calculated as two months' rent, plus rent for the first month). The estimate assumes an annual rent of between $17.00 and $25.00 per square foot. You will purchase or lease real estate for the operation of the Restaurant. Lease costs will vary based on square footage, cost per square foot, location, length of lease, age of the leased property, local market conditions, zoning, and the size of the premises. Beggars Pizza® Restaurants with fewer than 150 seats typically occupy approximately 3,500 square feet. Beggars Pizza® Restaurants with 150 or more seats typically occupy approximately 7,500 square feet of commercial space plus a parking area or garage near the Beggars Pizza® Restaurant. You should consult a real estate professional in your geographic area before purchasing a franchise.

Note 3. The cost of leasehold improvements will depend on the condition and size of the site, the local cost of contract work, and the location of the Restaurant. The figures in the charts represent the estimated cost of hiring an architect to conform standard plans to the layout of the Restaurant and to engage a general contractor to adapt the Restaurant to meet our standards. The estimate includes the costs of remodeling walls, ceilings, and floors and other renovations including electrical work, carpentry work, and the purchase and installation of signage and HVAC systems. The estimate does not include new construction costs.

Note 4. The figures in the chart represent estimated purchase costs of furniture and fixtures including tables, chairs, food trolleys, and office furniture. The estimate also includes the costs of equipment (including ovens, a dishwashing machine, food processors, slicers, mixers and blenders, coffee machines, hotplates), kitchen utensils and appliances, tableware, and cutlery. Your furniture, fixtures, and equipment will vary depending on the size, physical layout, and seating capacity of the Restaurant.

Note 5. The estimated cost of annual premiums for the insurance policies required by your Franchise Agreement will vary significantly based on your location, the claims experience of commercial businesses in the area, and your claims experience in other businesses you operate. The estimate assume that you will make deposits for one month's coverage.

Note 6. Your opening inventory of products and supplies will vary based on your expected volume of business, the size of the Restaurant, and the size of any storage areas in the Restaurant.

Note 7. See Item 11 for more information about computer hardware and software requirements.

Note 8. These amounts are the minimum recommended levels to cover operating expenses, including employee salaries, for three months. However, we cannot guarantee that this amount will be sufficient. Additional working capital may be required if your sales are low or your fixed costs are high. Franchise disclosure laws require us to include this estimate of all costs and expenses to operate your franchise during the “initial phase” of your business, which is defined as a three-month or longer period if “reasonable for the industry.” We are not aware of any established longer “reasonable period” for the restaurant industry, so our disclosure covers a three-month period.

Additional Note Applicable to Both Charts. As described in Item 1, you will need to obtain a license for the on-premises sale of alcoholic beverages from the state and municipality in which you operate the Restaurant. You will obtain other necessary permits and licenses directly from government authorities or through your contractors.

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We have prepared these estimates based on our experience. The payments described above that are payable to us are not refundable. We are not able to represent whether or not amounts that you pay to third parties are refundable. Except as expressly indicated otherwise in the charts or notes above, these estimates describe your initial cash investment up to the opening of the Restaurant. They do not provide for your cash needs to cover any financing incurred by you or your other expenses. You should not plan to draw income from your operations during the start-up and development stage of the Restaurant, the duration of which varies materially from Beggars Pizza® Restaurant to Beggars Pizza® Restaurant. The actual duration of the start-up and development stage of your Restaurant cannot be predicted by us and may extend for longer than the three-month initial phase described in Note 8 above. You must have additional sums available, whether in cash or through a bank line of credit, or have other assets that you may liquidate or against which you may borrow, to cover other expenses and any operating losses you may sustain during your start-up and development stage or afterwards. The amount of necessary reserves will vary greatly from franchisee to franchisee and will depend upon many factors including the rate of growth and success of the Restaurant, which in turn will depend upon factors such as the demographics and economic conditions in the area in which the Restaurant is located, the presence of other Beggars Pizza® Restaurants, public awareness of Beggars Pizza® Restaurants and the Proprietary Marks within the general vicinity of the Restaurant, your ability to operate efficiently and in conformance with our recommended methods of doing business and the System, and your competition. Because the exact amount of reserves needed will vary from Beggars Pizza® Restaurant to Beggars Pizza® Restaurant and cannot be meaningfully estimated by us, we urge you to retain the services of an experienced accountant or financial advisor to develop a business plan and financial projections for the Restaurant.

ITEM 8
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

All products sold or offered for sale at the Restaurant and other materials, supplies, paper goods, fixtures, furnishings, and equipment used or sold at the Restaurant must meet our standards and specifications as established in the Manuals or otherwise in writing. You must purchase all food items, ingredients, supplies, materials, other products, and equipment used or offered for sale at the Restaurant for which we have established standards or specifications solely from suppliers (including manufacturers, distributors, and other sources) that demonstrate the ability to meet our standards and specifications, who possess adequate quality controls and capacity to supply your needs promptly and reliably, and who have been approved by us. If you desire to purchase products from a party other than an approved supplier, you must submit a written request to us to approve the proposed supplier with evidence of conformity with our specifications as we may require. You must pay the costs of our evaluation and testing of the proposed supplier. We will use our best efforts to notify you of our approval or disapproval of the proposed supplier within 30 days after our receipt of your request. Our approval will not be unreasonably withheld. If you do not receive our decision within this 30-day period, the supplier will be deemed unapproved. You may not sell or offer for sale any products of the proposed supplier until you receive our written approval of the supplier. We may revoke our approval of particular products or suppliers at any time we determine that such products or suppliers no longer meet our standards in our sole discretion.

You must purchase all spaghetti sauces, pizza sauce spices, cheeses, sausages, pizza dough, spice blends, and paper products used at the Restaurant from us, an affiliate, or a supplier we designate or approve. We have developed certain proprietary, confidential, and trade secret recipes that are part of the System including pizza dough, spaghetti and pizza sauces, sausage, and secret spice blends. We may develop additional trade secret food ingredients. We sell these products through Begcom or other designated suppliers. In addition, Begcom is the designated supplier of certain additional food items and supplies, some of which bear the Proprietary Marks, and we may specify certain other parties as designated suppliers for specified products, materials, supplies, paper goods, fixtures, furnishings, and equipment used or sold at the Restaurant. You must purchase such items from Begcom or the other designated suppliers to assure the uniform quality and image associated with the System and the Restaurant. You must only use revolving baking ovens we designate or approve in the Restaurant.

We are not required to make our standards and specifications for formulas available to prospective suppliers, including the recipes or ingredients for proprietary or trade secret products that we, in our sole discretion, consider confidential.

You must enter into the Commissary Agreement for the purchase of products we designate for purchase from Begcom during the term of your Franchise Agreement. You must make payment to Begcom as required under the Commissary Agreement. If, for any reason, you fail to make any payment in full to Begcom when due under your Commissary Agreement, then Begcom will notify you of the default. Upon receipt of such notice, you will have five days to cure the default. If you fail to make all required payments to Begcom within the five-day cure period, then Begcom may suspend or refuse shipment to you of additional products until you have cured the default. If, after curing such a late payment default, you commit the same default again, whether or not cured after notice, or you fail to cure any other curable default under the Commissary Agreement or under your Franchise Agreement, then Begcom may: (a) require payment for all future shipments of products to be made on a cash-on-delivery basis or (b) immediately terminate your Commissary Agreement. Similarly, if you fail to cure any curable default under your Franchise Agreement, we may suspend or refuse shipment to you of additional products that we or Begcom is providing to you pursuant to the Franchisee Agreement until you have cured the default.

We derived no revenues during our fiscal year ending December 31, 2025, from required franchisee purchases. In the year ending December 31, 2025, Begcom derived approximately $6,211,551 in revenue from the sale of approved products to our franchisees and our affiliate-owned Beggars Pizza® Restaurants. Beg Adv, Inc. derived approximately $356,856 in rebates or commissions from required franchisee purchases and affiliate-owned Beggars Pizza® Restaurant purchases from our designated and approved suppliers; specifically, it received rebates for purchases of sodas (approximately $3.00 per gallon), food and paper products (flat fee ranging from approximately $1.00 to $7.00), meat and other pizza toppings ($0.10 per pound), and pizza sauce ($1.00 to $1.50 per case). All rebates, including those generated by affiliate-owned locations, were contributed to the Brand Fund operated by Beg Adv, Inc. and described in Item 11. Two of our officers own an interest in Begcom.

All advertising (including internet advertising) must meet our specifications as set forth in the Manuals. You must submit to all proposed advertising to us for our approval before use. You may not use any advertising not prepared or previously approved by us within the preceding six months. You must immediately discontinue use of any unapproved (or approved and subsequently disapproved) advertising materials upon your receipt of our written notice. You must participate in all promotional programs that we develop for the System.

As more fully described in Item 11, you must obtain and maintain during the term of the Franchise Agreement computer hardware and software meeting our specifications. Unless we consent to your use of a different, comparable brand, you must use Speedline software in the operation of the Restaurant. Neither we nor our affiliate will derive any revenue because of your purchases of Speedline software.

You must obtain before opening the Restaurant, and maintain in full force and effect at all times during the term of the Franchise Agreement, at your expense, insurance policies protecting you, us, and your and our respective officers, directors, partners, agents and employees against any demand or claim with respect to personal injury, death, or property damage, or any loss, liability, or expense arising or occurring in connection with the Restaurant, including comprehensive general liability insurance, property and casualty insurance, business interruption insurance, statutory workers' compensation insurance, employer's liability insurance, product liability insurance, liquor liability (dram shop) insurance, cyber liability and data breach insurance, commercial umbrella or excess liability insurance, and automobile insurance for all vehicles used in connection with the Restaurant. These policies must be written by a responsible carrier or carriers acceptable to us and must name both us and Begcom as additional insureds, and must provide at least the types and minimum amounts of coverage specified in the Manuals.

If you fail to obtain or maintain the insurance required by the Franchise Agreement for any reason, we have the right and authority (without, however, any obligation to do so) to procure the insurance coverage on your behalf. You must pay us the full premium paid plus an administrative surcharge of 10% if we do so.

We negotiate purchase arrangements with some or all of our approved or designated suppliers and we may receive money or other benefits from approved or designated suppliers as a result of your purchases. As of the date of this disclosure document, there are no purchasing or distribution cooperatives. We do not provide material benefits to you based on your purchase of particular products or services or your use of designated or approved suppliers, other than the benefit of our negotiated pricing, but we may terminate your Franchise Agreement if you purchase from unapproved sources in violation of your Franchise Agreement.

We estimate that 95% of your expenditures for leases and purchases in establishing the Restaurant and on an ongoing basis will be for goods and services that are subject to sourcing restrictions (that is, for which suppliers must be approved by us or which must meet our standards or specifications).

ITEM 9
FRANCHISEE'S OBLIGATIONS

This table lists your principal obligations under the franchise and other agreements. It will help you find more detailed information about your obligations in these agreements and in other items of this disclosure document.

Obligation	Section in Agreement	Disclosure Document Item
a. Site selection and acquisition/lease	1.2, 5, and Exhibit B.	Items 8 and 11.
b. Pre-opening purchases/leases	7.8.	Items 5, 6, 7, 8, and 11.
c. Site development and other pre-opening requirements	5, 7.8, and Exhibit B.	Items 6, 7, and 11.
d. Initial and ongoing training	6.	Items 6, 7, 8, and 11.
e. Opening	5 and 7.8.	Item 11.
f. Fees	2.2.9, 4, 12.4, and 14.3.9.	Items 5 and 6.
g. Compliance with standards and policies/Manuals	7.3, 7.4, and 9.	Items 11 and 14.
h. Trademarks and proprietary information	8 and 10.	Items 13 and 14.
i. Restrictions on products/services offered	7.2, 7.3, 7.4, 7.5, 7.7, and 7.8.	Items 8 and 16.
j. Warranty and customer service requirements	Not applicable.	Item 8.
k. Territorial development and sales quotas	1.3.	Item 12.
l. Ongoing product/service purchases	7.4.	Items 6 and 8.
m. Maintenance, appearance, and remodeling requirements	2.2.2, 7.12, and 7.13.	Items 8 and 11.
n. Insurance	13.	Items 7 and 8.
o. Advertising	12.	Items 6, 8, and 11.
p. Indemnification	20.3.	Item 6.
q. Owner's participation/management/staffing	7.9 and 17.1	Items 1, 11, and 15.
r. Records and reports	11.	Item 6.
s. Inspections and audits	7.10 and 11.5.	Items 6, 8, and 11.
t. Transfer	14.	Items 6 and 17.
u. Renewal or Extension of Rights	2.2.	Items 6 and 17.

Obligation	Section in Agreement	Disclosure Document Item
v. Post-termination obligations	16 and 17.	Items 6 and 17.
w. Noncompetition covenants	17.2 and 17.3.	Item 17.
x. Dispute resolution	25.	Items 6 and 17.

ITEM 10
FINANCING

Neither we nor our affiliate or agents offer you, directly or indirectly, any financing arrangement, including loans, guarantees, leases and installment contracts. We and our affiliates have no past practice and have no future plans of selling, assigning or discounting franchisees' financing arrangements to a third party. Neither we nor our affiliates receive any consideration from any person for the placement of financing with a lender.

ITEM 11
FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS, AND TRAINING

Except as listed below, we are not required to provide you with any assistance.

Pre-Opening Obligations

Before the Restaurant opens, we must provide the following to you:

1. If you do not have an approved location before signing your Franchise Agreement, you will sign the site selection addendum (the "Site Selection Addendum") attached to the Franchise Agreement as Exhibit B, and we will provide you with such site selection guidelines and consultation as we deem advisable (Franchise Agreement, Exhibit B, Paragraph 5);

2. If you do not have an approved location before signing your Franchise Agreement, you will sign a Site Selection Addendum, we will provide such on-site evaluations as we deem advisable as part of our evaluation of your request for site approval. We will not provide on-site evaluations for any proposed site before our receipt of the information or materials required by your Franchise Agreement. If an on-site evaluation is deemed necessary and appropriate by us, we will conduct up to two on-site evaluations at our expense. For each additional on-site evaluation, you must reimburse us for our related expenses, including the costs of travel, lodging, and meals (Franchise Agreement, Exhibit B, Paragraph 5);

3. We will make available to you (a) a preliminary layout for the site for the Restaurant based on our standard plans for your adaptation including exterior and interior design and layout, and (b) specifications for furniture, fixtures, and signage. (Franchise Agreement, Section 3.1);

4. We will provide initial training for you and your managers as further described below (Franchise Agreement, Sections 3.2 and 6);

5. We will provide one representative to provide such on-site, pre-opening, and opening assistance as we deem appropriate in our sole discretion (Franchise Agreement, Section 3.3);

6. We will make available to you advertising and promotional materials at your expense (Franchise Agreement, Sections 3.5 and 12);

7. We will loan you one copy of the Manuals or make the Manuals available to you through a password-protected webpage (Franchise Agreement, Sections 3.6 and 9); and

8. We or our affiliate will make available to you for sale, or designate or approve other suppliers who will make available to you for sale, products, ingredients, menu items, and supplies we designate in the Manuals or in writing (Franchise Agreement, Section 3.7).

Continuing Obligations

After the Restaurant opens, we will provide the following to you:

1. On your reasonable request, in our sole discretion, we will make available to you advice and assistance on the proper implementation of the System and operation of the Restaurant (Franchise Agreement, Section 3.4);

2. We will make available to you advertising and promotional materials at your expense (Franchise Agreement, Sections 3.5 and 12);

3. On your reasonable request, in our sole discretion, and at your expense, we will make available to you limited marketing and IT support beyond the standard support provided to franchisees (Franchise Agreement, Section 3.10);

4. We will designate or approve suppliers who will make available to you for sale, products, supplies, materials, and other products and equipment used or offered for sale at the Restaurant (Franchise Agreement, Section 7.7); and

5. We or our affiliate will maintain and administer a Brand Fund, as further described below (Franchise Agreement, Sections 3.8 and 12).

Manuals

In order to protect our reputation and goodwill and to maintain high standards of operation under the System, you must operate the Restaurant in accordance with the standards, methods, policies, and procedures specified in the Manuals that will be loaned to you for the term of your Franchise Agreement once you complete the initial training program to our satisfaction. The Manuals may consist of multiple volumes of printed text, computer disks, other electronically stored data, DVDs, and/or videotapes. We may provide a portion or all of the Manuals (including updates and amendments), and other instructional information and materials, in or via electronic media including through the internet. If your copy of the Manuals is lost, stolen, or destroyed, you must obtain another copy of the Manuals from us and pay us a replacement fee of $250. The Table of Contents of the Manuals is attached to this disclosure document as Exhibit B.

Advertising

You must spend at least $10,000 on an initial grand opening local advertising, marketing, and promotional program in the form and manner we prescribe in the Manuals or otherwise in writing within 30 days after the opening of the Restaurant. (Franchise Agreement, Section 12.1.)

During the first three months the Restaurant is open, you must spend at least $3,000 per month on local marketing, advertising, and promotion in addition to the grand opening marketing program. During the remainder of the term of your Franchise Agreement, you must expend an amount equal to 2% of Gross Sales on a monthly basis for local marketing, advertising, and promotion as we direct in the Manuals or otherwise in writing in our sole discretion. (Franchise Agreement, Section 12.2.)

All advertising and promotion including any design, advertisement, sign, or any form of publicity must be in the media channel and of a type and format as we may approve including television, print media (including yellow pages), radio, and local promotional events. All advertising and promotion must be conducted in a dignified manner, and conform to the standards and requirements we specify. You must not use any advertising or promotional plans or materials until you have received our written approval. (Franchise Agreement, Section 12.6.) You must submit to us for our prior approval samples of all advertising and promotional plans and materials for any print, broadcast, cable, electronic, computer, or other media (including the internet) that you wish to use that we have not prepared or previously approved within the preceding six months. You must not use these plans or materials until they have been approved in writing by us. We will be deemed to have disapproved them if you do not receive written notice of approval from us within 15 days of the date of our receipt of these samples or materials. (Franchise Agreement, Section 12.7.) You must participate in all promotional programs we develop for the System, and comply with all of our policies regarding advertising and promotion, including participation in gift card programs, gift certificate programs, loyalty programs, and coupon or discount programs as we prescribe in the Manuals or otherwise in writing from time to time. (Franchise Agreement, Section 7.4.13.)

We may periodically make available to you approved advertising and promotional materials including merchandising materials, point-of-purchase materials, and materials for special promotions at your expense. (Franchise Agreement, Section 12.6.)

Brand Fund

You must pay the Brand Fund a weekly fee of 1% of your Gross Sales for the preceding Accounting Period. Your contributions to the Brand Fund are in addition to the required grand opening and local advertising described above. (Franchise Agreement, Section 12.4.) Beggars Pizza® Restaurants owned and operated by us or our affiliates currently contribute to the Brand

Fund in the same manner and at the same rates as franchised Beggars Pizza® Restaurants, but they are not required to do so.

We or our affiliates direct all advertising, marketing, and promotional programs and have sole discretion over all aspects of those programs including the concepts, materials, and media used and their placement and allocation. (Franchise Agreement, Section 12.5.1.) The Brand Fund, all contributions to it, and any of its earnings are used exclusively to meet the costs of maintaining, administering, directing, conducting, and preparing advertising, marketing, public relations, and/or promotional programs and materials, and any other activities which we believe will enhance the image of the System including the costs of preparing and conducting radio, television, print, and internet-based advertising campaigns, utilizing social and business networking media sites and other emerging media or promotional tactics, developing, maintaining, and updating webpages on the internet, reviewing locally-produced advertisements, creating door hangers, mailers, inserts, coupons, brochures, and promotional materials, market research, market surveys, sponsorships, website design and maintenance, public relations and related retainers, mystery shoppers for the System and competitors, celebrity endorsements, trade shows (including costs of travel and personnel expenses, trade booths, and specialty entertainment), association dues, search engine optimization, employing advertising and/or public relations agencies, purchasing promotional items, menu development, providing promotional and other marketing materials and services to businesses operating under the System, developing posters, banners, and signs, and advertising the sale of franchises. (Franchise Agreement, Section 12.5.2.) Media coverage for advertising expenditures will be local and regional.

During our most recent fiscal year, 59% of Brand Fund expenditures were spent on media placement (including team sponsorships and donations); 30.3% on production (including consultant fees); and 10.7% on administrative and related expenses. No Brand Fund fees were used for the solicitation of new franchise sales. We conduct advertising using third-party advertising agencies and in-house marketing personnel. We do not anticipate that any Brand Fund expenditures will be made principally for the solicitation of new franchise sales.

A reasonable amount of the Brand Fund fees paid by all franchisees may be used to cover our or our affiliate's costs and overhead as may be incurred from activities reasonably related to the direction and implementation of the Brand Fund and advertising programs for franchisees and the System including costs and salaries of personnel for creating and implementing advertising, promotional, and marketing programs, accounting expenses, and other out-of-pocket expenses paid to third parties. (Franchise Agreement, Section 12.5.3.)

Except as described above, neither we nor our affiliates receive payment for providing goods or services to the Brand Fund. We and our affiliates are not obligated by our administration of the Brand Fund to make expenditures for you that are equivalent or proportionate to your contributions, or to ensure that any particular franchisee benefits directly or on a *pro rata* basis from the expenditures or activities of the Brand Fund. (Franchise Agreement, Section 12.5.1.)

We anticipate that all contributions to the Brand Fund will be expended for their intended purposes during the fiscal year in which the contributions are made. To the extent any contributions are not expended by the end of the applicable fiscal year, they will be expended no later than the end of the taxable year following the year of receipt. (Franchise Agreement, Section 12.5.4.)

Although we intend that the Brand Fund will be of perpetual duration, we and our affiliates may terminate the Brand Fund in our discretion; however, the Brand Fund may not be terminated until all monies in the Brand Fund have been expended for advertising and/or promotional purposes or returned to contributors on the basis of their respective contributions. (Franchise Agreement, Section 12.5.5.) We will maintain separate bookkeeping accounts for the Brand Fund and may form an affiliated entity to control and administer the Brand Fund. The Brand Fund will not be audited. We will make available to you an annual accounting once per year of the Brand Fund's expenditures for the prior year upon your written request.

Advertising Cooperative

We may designate any geographical area for purposes of establishing a regional advertising and promotional cooperative (a "Cooperative") in our discretion and determine whether a Cooperative is applicable to the Restaurant. If a Cooperative has been established in your area before you open the Restaurant, you must become a member of the Cooperative no later than 30 days after opening the Restaurant. If a Cooperative is established after you open the Restaurant, you must become a member of the Cooperative no later than 30 days after the date on which the Cooperative begins operation. If the Restaurant is within the territory of more than one Cooperative, you will not be required to be a member of more than one Cooperative within that territory. (Franchise Agreement, Section 12.10.)

Each Cooperative will be organized for the exclusive purpose of administering local and/or regional advertising programs and developing standardized advertising materials for use by the members in local advertising subject to our approval. No promotional or advertising plans or materials may be used by a Cooperative or furnished to its members without our approval. Each Cooperative may require its members to make contributions to the Cooperative in an amount determined by the Cooperative up to a maximum of 2% of Gross Sales during any calendar year, unless two-thirds of the members of the Cooperative vote in favor of a greater contribution. Any payments you make to the Cooperative will be credited towards your required local advertising expenditure.

We will have the power to require any Cooperative to be formed, changed, dissolved, or merged.

Advertising Council

There is presently no advertising council composed of franchisees that advises us on advertising policies.

Website

The term "Website" means an interactive electronic document on the internet including any account, page, or other presence on a social or business networking media site such as Meta, Twitter, LinkedIn, and on-line blogs and forums (collectively, "Networking Media Sites"). You may not establish a separate Website for the Restaurant without our approval. We may require you to have one or more references or webpages as we designate and approve by us in advance within our principal Website (currently, www.beggarspizza.com). We may require that you not have any Website other than the webpages, if any, made available on our principal Website. (Franchise Agreement, Section 8.8.) You must participate in any online, electronic, or centralized ordering programs that we develop, which may include the purchase of special hardware, software, fixtures, or equipment at your expense. (Franchise Agreement, Section 7.4.14.) The systems currently necessary to participate in our online ordering programs are described in this Item 11 under "Computer Systems."

Restaurant Location and Lease

You must operate the Restaurant only at the location we approve (the "Approved Location"). You may not relocate the Restaurant without our prior written approval which we may withhold in our sole discretion. (Franchise Agreement, Section 1.2.) We do not generally own or lease premises to our franchisees.

If you have an Approved Location when you sign your Franchise Agreement, you must begin operation of the Restaurant within 180 days after the date of the Franchise Agreement. If you do not have an Approved Location when you sign your Franchise Agreement, you must sign a Site Selection Addendum and begin operation of the Restaurant within 180 days after obtaining an Approved Location. (Franchise Agreement, Section 5.3.)

If you sign a Site Selection Addendum, you must lease or acquire a location we approve within 90 days of the date of your Franchise Agreement within the site selection territory specified in the Site Selection Addendum at your expense. (Franchise Agreement, Section 1.2.) If you fail to obtain an Approved Location within 90 days after signing your Franchise Agreement or to open the Restaurant within 180 days after signing your Franchise Agreement, we may terminate your Franchise Agreement in our discretion. Under the terms of the Site Selection Addendum, you must submit your proposed site to us for approval within 60 days of signing your Franchise Agreement in the manner and form specified in the Franchise Agreement and we will notify you in writing of our approval or disapproval of your proposed site within 30 days. When we review a proposed site, we will consider such factors as zoning and approval from appropriate agencies, noise restrictions, size, layout, and proposed lease terms. (Franchise Agreement, Exhibit B.)

We will provide site selection guidelines and consultation that we deem advisable. We will conduct two on-site evaluations as we deem necessary and appropriate at our expense. For each additional on-site evaluation (if any), you must reimburse us for our expenses including our costs of travel, lodging, and meals. Our approval of your proposed site will depend on the factors listed above. (Franchise Agreement, Exhibit B.)

Length of Time to Open the Restaurant

We expect the Restaurant to open six to eight months after the Franchise Agreement is signed or a location is approved. Factors that may affect the length of time between signing the Franchise Agreement and opening for business include the time necessary to obtain necessary financing, to obtain permits and licenses necessary to construct and operate the Restaurant, to complete construction or remodeling (as it may be affected by other conditions, shortages, delivery schedules, and other similar factors), to complete landscaping, and to complete required training as described below.

Computer System

You must purchase and use the brands, types, makes, and/or models of technology, communications, computer systems, and hardware and software that we specify (the "Computer System"). Currently, the Computer System consists of a computer and related hardware; point-of-sale systems and back-office systems; cash drawers; card swipes; caller ID, Speedline's software; physical, electronic, and other security systems; internet connectivity requirements (including minimum speed and reliability standards); and other hardware and software we specify. You must comply with our standards and specifications for all items associated with the Computer System. We estimate that your cost to purchase the Computer System is between $35,000 and $75,000 depending on the size of the Restaurant. Acceptable hardware is available from numerous manufacturers and may be purchased from any source.

In connection with Speedline's software, you must sign various software license agreements, software purchase agreement, and other related agreements (collectively, the "Speedline Agreements"). The current forms of the Speedline Agreements are attached hereto as Exhibit I; however, the Speedline Agreements may be revised by Speedline at any time. Support and upgrades for the Speedline software are currently provided by Speedline, and you are required to use Speedline's services. Currently, the cost for support services and updates from Speedline and the credit card processing service used by Speedline is approximately $175 per month, which may be subject to future increases. Our affiliates have used versions of Speedline's software in connection with the operation of their affiliate-owned Beggars Pizza® Restaurants since October 2002. We have no proprietary interest in the Speedline software or any other software.

You must, at your expense, keep the Computer System in good working order and install, implement, or deploy such additions, changes, modifications, substitutions, and/or replacements to the Computer System as we direct from time to time in writing. The Franchise Agreement does not restrict the frequency or expense of required upgrades and maintenance.

We will have independent access to any business information or franchise operations data (customer data and personal information, marketing and sales data, inventory, COGS, operational metrics, etc.) collected and generated on your Computer System to the extent we deem it necessary. You must maintain dedicated high-speed internet access with a static IP address to enable us to access this information. While we will not access certain information about your employees, job applicants, and independent contractors such as personnel and employment records, payroll, wage, and tax information, there are no other contractual limitations on our right to access this information.

Initial Training Program

You and all managers of the Restaurant approved by us must successfully complete our initial training program at any time prior to the opening of the Restaurant. Any managers subsequently employed by you must complete our training within 90 days of their date of hire.

Our initial training program consists of approximately 15 days of training at our headquarters in Blue Island, Illinois and/or at an affiliate-owned Beggars Pizza® Restaurant in Illinois.

The initial training program is currently provided on an as-needed basis. The instructional materials used in the initial training program consist of the Manuals and other operational materials used in Beggars Pizza® Restaurants. We do not charge tuition or impose a fee for training-related materials in connection with our initial training program, but you are responsible for all training-related expenses incurred by all persons who attend training including costs of travel, lodging, meals, and wages.

Our training program is overseen by Raymond Cantelo who has been our principal trainer since we began franchising in 2004. Mr. Cantelo was the Manager of a Beggars Pizza® Restaurant located in Oak Forest, Illinois from January 1998 until June 2000 and has been the General Manager and Vice President of Operations of Oak Forest BP, which operates two Beggars Pizza® Restaurants, from June 2000 to the present.

Our initial training program may change due to updates in materials, methods, manuals, and personnel, or other reasons, without advance notice to you. The subjects, and the time periods allocated to the subjects, actually taught to a particular franchisee and its personnel may vary based on the experience of the persons being trained.

The following table is a summary of the subjects covered in our initial training program and an estimate of the number of hours of classroom and on-the-job training allocated to the initial training program.

TRAINING PROGRAM

Subject	Hours of Classroom Training	Hours of Practical Training (On the Job)	Location
Kitchen Operational Training (Note 1)	56 hours	Will vary on an as-needed basis	Blue Island, IL
Front of the House Training (Note 2)	56 hours (40 hours minimum)	Will vary on an as-needed basis	Blue Island, IL
Administrative Training (Note 3)	13 hours (8 hours minimum)	Will vary on an as-needed basis	Blue Island, IL

Note 1. Kitchen operational training includes ordering product, cleaning, maintenance, inventory control, product mix, reports, and other kitchen systems.

Note 2. Front of the house training includes server, computer, customer satisfaction, and overall front of the house management training.

Note 3. Administrative training includes cash out, record keeping, bookkeeping, and miscellaneous office procedures.

Additional Training

You, your managers, and other employees must attend such additional courses, seminars, and other training programs as we may reasonably require from time to time.

At your request, we will provide advice and assistance on the proper implementation of the System and the operations of the Restaurant. We may impose our then-current fee for these services. We currently charge $75/hour or $550/day. Other than as described above, we do not provide any other mandatory or optional training courses.

ITEM 12
TERRITORY

If you do not already have a location when you sign your Franchise Agreement, you must purchase or lease a site for the Restaurant. Although you are solely responsible for locating the site for the Restaurant, the location is subject to our written approval. Our approval will be based upon a variety of factors which may include the viability of the then-current location and demographics including the number of households, household income, and vehicular traffic. You may not relocate the Restaurant to any other location without our prior written consent. If we approve any relocation of the Restaurant, you must de-identify the former location. If you have an approved location when you sign your Franchise Agreement, you must begin operations of the Restaurant within 180 days after you sign your Franchise Agreement. If you do not have an approved location when you sign your Franchise Agreement, you must sign our Site Selection Addendum. Under the Site Selection Addendum, you must acquire a location within 90 days after you sign your Franchise Agreement and begin operations of the Restaurant within 180 days after obtaining an approved location.

You must submit your proposed lease to us for approval. We will only approve a lease if you and the landlord have signed a conditional assignment of lease in the form attached as Exhibit G of the Franchise Agreement which provides that we may assume the lease if you default under your lease or your Franchise Agreement.

You will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control. However, you will receive a territory (a “Territory”) that will be described in Exhibit A of your Franchise Agreement. Your Territory will be determined by us in our sole discretion as we consider appropriate under the circumstances and will generally be a geographic area described by attaching a map, or by reference to streets, natural boundaries, or ZIP codes. We may permit you to operate a temporary cart or kiosk at a temporary location in your Territory used for fund raising and other special events.

During the term of your Franchise Agreement, we will not open or operate, or license others to own or operate, a Beggars Pizza® Restaurant in your Territory except as provided in this Item 12. We reserve all rights inside and outside the Territory except those we expressly grant in your Franchise Agreement including the exclusive, unrestricted right, in our sole and absolute discretion, to directly or indirectly (a) establish and operate, and license others to establish and operate, a Beggars Pizza® Restaurant under the System and the Proprietary Marks at any location outside of your Territory, (b) accept delivery orders and deliver, and allow other franchisees to accept delivery orders and deliver, any products (including products sold at the Restaurant) in your Territory, (c) establish and operate, and license other parties to establish and operate, Beggars Pizza® Restaurants under the System and Proprietary Marks in your Territory at any existing or future (i) shopping malls, (ii) airports, (iii) bus and train depots and other transportation terminals, (iv) entertainment facilities (including sports stadiums) and theme parks, and (v) rest stops, plazas and similar locations accessible from limited access highways, (d) sell or distribute, or license others to sell or distribute, products that are the same as or similar to those offered under the System, and any other products or services at any location other than at a Beggars Pizza® Restaurant (regardless of proximity to the Restaurant) whether within or outside of your Territory under the same or different Proprietary Marks including sales made at supermarkets, convenience stores, markets, and grocery stores, and over the internet and/or other on-line networks and other communications methods, (e) acquire and operate any business of any kind under different proprietary marks at any location (regardless of proximity to the Restaurant) whether located within or outside of your Territory, and (f) acquire, merge with, or otherwise affiliate with, and then own and operate, and franchise or license others to own and operate, any business of any kind including any business that offers products similar to those offered under the System or that uses the Proprietary Marks or any other system or marks within or outside of your Territory. We have no current plans to operate a business under a different trademark that will provide goods and services similar to those that you offer; however, we may do so in the future. We are not required to compensate you for soliciting or accepting orders from customers in your Territory.

You must provide delivery service of all approved menu items to customers located in your Territory. Delivery service must be made in accordance with our then-current delivery standards as described in the Manuals. Your delivery rights are not exclusive, and other Beggars Pizza® Restaurants may accept delivery orders and provide delivery services in your Territory. In addition, you may accept orders and provide delivery service of approved menu items outside of your Territory (except in the specific geographic areas specified in your Franchise Agreement) provided that you refrain from mailing or delivering, or directing any third party from mailing or delivering, by any means, any hard copy print advertising, door hangers, hand-out advertisements, coupons, mailers, or other hard copy advertisements to business and residential addresses outside of your Territory. Any hard copy advertisement in a newspaper or any other advertising by television, radio, the internet, or any other print or electronic medium will not be subject to this territorial restriction. You do not have the right to use other channels of distribution such as the internet, telemarketing, or other direct marketing to make sales outside of your Territory unless permitted by us in the Manuals or otherwise in writing.

Continuation of your location rights does not depend upon the volume of sales generated or your penetration of the market potential under your Franchise Agreement. You do not have the right to acquire additional franchises, although you may apply for the right to operate additional Beggars Pizza® Restaurants pursuant to separate Franchise Agreements.

ITEM 13
TRADEMARKS

We own all rights, title, and interest in the following Proprietary Marks which are registered with the U.S. Patent and Trademark Office (the "USPTO") on the Principal Register:

Mark	Registration Number	Registration Date
BEGGARS PIZZA	2,148,774	April 7, 1998 (renewed January 03, 2018)
BEGGARS PIZZA	3,037,589	January 3, 2006 (renewed March 17, 2026)
WE LAY IT ON THICK!	2,944,010	April 26, 2005 (renewed August 28, 2025)
	6,037,043	April 21, 2020

We claim common law rights to the trade and service marks that we license you to use. We have filed all required affidavits for the Proprietary Marks.

We may ourselves or through sublicensed affiliated entities open Beggars Pizza® Restaurants using the Proprietary Marks at locations which do not violate the rights granted to you and our other franchisees.

There are currently no effective determinations of the USPTO, the Trademark Trial and Appeal Board, or any state trademark administrator or court, any pending infringement, opposition, or cancellation proceeding, or any pending material federal or state litigation involving the Proprietary Marks.

There are no agreements currently in effect that significantly limit our rights to use or license the use of the Proprietary Marks in any manner material to the franchise. We know of no superior prior rights or infringing uses that could materially affect your use of the Proprietary Marks. However, an unrelated third party owns a registration for the URL www.beggars.com. Our principal website is www.beggarspizza.com.

You may use the Proprietary Marks only for the purpose of operating and advertising the Restaurant in accordance with our standards. You may not use the Proprietary Marks in your corporate name, and every use of the "Beggars" or "Beggars Pizza®" mark as a service mark, trade name, or other identifier of the Restaurant must be in conjunction with the suffix or other words or phrases more specifically identifying the Restaurant in the exact format that we prescribe. You must comply with our requirements and all requirements imposed by the jurisdiction in which you operate the Restaurant concerning fictitious name usage.

You may not display or use any of the Proprietary Marks in connection with any advertising or promotional materials that we have not previously approved for use. You must identify yourself as the owner of the Restaurant and as a System franchisee in conjunction with any use of the Proprietary Marks (including uses on invoices, order forms, receipts, and contracts). You must display a notice reflecting such information in the content and form at such conspicuous locations on the premises of the Restaurant, any delivery vehicle, or electronic media as we designate in writing. You will not use the Proprietary Marks to incur any obligation or indebtedness on our behalf.

You must promptly notify us of any suspected unauthorized use of the Proprietary Marks, any challenge to the validity of the Proprietary Marks, or any challenge to our ownership of or right to use and to license others to use the Proprietary Marks. We have the sole right to direct and control any administrative proceeding or litigation involving the Proprietary Marks including any settlement. We have the right, but not the obligation, to take action against uses by others that may constitute infringement of the Proprietary Marks. We will defend you against any third-party claim, suit, or demand arising out of your use of the Proprietary Marks in strict compliance with the Manuals. If we determine that you have used the Proprietary Marks in accordance with your Franchise Agreement in our sole discretion, we will bear the cost of your defense including the cost of any judgment or settlement; however, if we determine in our sole discretion that you have not used the Proprietary Marks in accordance with your Franchise Agreement, the cost of your defense will be your responsibility including the cost of any judgment or settlement. In any litigation relating to your use of the Proprietary Marks, you must sign all documents and do such acts as we may require to carry out your defense or prosecution, including becoming a nominal party to any legal action. We will reimburse you for your out-of-pocket expenses for these acts except to the extent that the litigation is the result of your use of the Proprietary Marks in a manner inconsistent with the terms of your Franchise Agreement.

We may designate new, modified or replacement marks for your use, and require you, at your own expense, to use them in addition to or instead of any of the previously designated Proprietary Marks. These requirements may include, among things, conducting business under a different trade name. Under the Franchise Agreement, you must comply fully with our requirements to modify or discontinue using a trademark.

ITEM 14
PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION

There are no registered patents or copyrights material to your operation of the franchise. There are no pending patent applications that are material to the franchise.

We do, however, claim common law copyright and trade secret protection for many elements of the System including our confidential information (which includes our trade secrets, recipes, supplier information, operational standards, advertising, marketing and brand strategy information, and other information relating to the establishment and operation of a Beggars Pizza®

Restaurant that we designate as “Confidential Information” in your Franchise Agreement), our trade dress, copyrighted works, and any designs or processes that may in the future be subject to a patent.

You may not disclose or use, and you must use your best efforts to ensure that no other person discloses or uses (except as authorized by your Franchise Agreement), any of the contents of the Manuals or any of our other trade secrets during or after the term of your Franchise Agreement. However, nothing in the Franchise Agreement prohibits you from disclosing Confidential Information directly to federal or state governmental authorities to the extent necessary to report potential violations of applicable law or assist in governmental investigative, enforcement, or oversight efforts.

ITEM 15
OBLIGATIONS TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISED BUSINESS

You must personally participate in the day-to-day operation of the Restaurant or Restaurants. Your day-to-day manager will be bound by certain provisions of your Franchise Agreement including confidentiality and non-competition provisions. Your manager need not have an equity interest in the franchise.

ITEM 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must offer for sale and sell all menu items, products, and services that we designate for sale and only those menu items, products, and services that we designate. We have the right to change the menu items, products, and services that you must offer. We will provide advance written notice of any change in the designated menu items, products, and services with a deadline by which you must offer new menu items, products, and services or cease offering existing menu items, products, or services. There are no limitations on our right to make changes.

We have developed certain proprietary, confidential, and trade secret recipes that are part of the System including pizza dough, spaghetti and pizza sauces, sausage, and secret spice blends, and we may develop additional recipes and products. These items are essential to the operation of the Restaurant. We sell these products through Begcom or other designated suppliers. Begcom is the designated supplier of certain additional food items and supplies, some of which bear the Proprietary Marks. We may specify in the Manuals or otherwise in writing other parties as designated suppliers for specified products, materials, supplies, paper goods, fixtures, furnishings, and equipment used or sold at the Restaurant. You must purchase these items from Begcom or other suppliers we designate to assure the uniform quality and image associated with the Restaurant.

You must refrain from mailing or delivering, or directing any third party from mailing or delivering, by any means, any of the following hard copy, print advertising, door hangers, hand-out advertisements, coupons, mailers, or other hard copy advertisements to business and residential addresses outside of your Territory. Any hard copy print advertisement in a newspaper, or any other advertising by television, radio, the internet, or any other print or electronic medium shall not be subject to this territorial restriction. You do not have the right to use other channels of distribution, such as the internet, telemarketing or other direct marketing, to make sales outside your Territory, unless permitted by us in the Manual or otherwise in writing. If we have specified prohibited delivery areas in Exhibit A of your Franchise Agreement, you may not accept orders or provide delivery service in such areas. You may not operate a temporary cart or kiosk at any location without our consent. No vending, game, audio, video, internet, other coin or currency-operated machines, or any service, product or entertainment machine of any kind are permitted in the Restaurant without our prior written consent.

ITEM 17
RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

This table lists certain important provisions of the franchise and related agreements. You should read these provisions in the agreements attached to this disclosure document.

Provision	Section in Franchise Agreement	Summary
a. Length of the term of the franchise	2.1.	Ten years.
b. Renewal or extension of the term	2.2.	You have the right to renew for one additional ten-year term if certain conditions are met.
c. Requirements to renew or extend	2.2.	Conditions include (a) timely delivery of written notice of your election to renew, (b) completion of all maintenance, refurbishing, renovating, and remodeling of the Restaurant and all of the equipment, fixtures, furnishings, and interior and exterior signage as we require so that the Restaurant reflects the then-current image of a Beggars Pizza® Restaurant, (c) your current compliance with your Franchise Agreement and substantial compliance with your Franchise Agreement during the term to date, (d) your satisfaction of all monetary obligations owed to us, our affiliates, and trade creditors, (e) presenting satisfactory evidence of your ability to remain in possession of the Restaurant premises for the duration of the renewal term, (f) your execution of our then-current form of Franchise Agreement which may have materially different terms and conditions than your initial Franchise Agreement, (g) your and your owners' execution of a general release, (h) your compliance with our then-current qualification and training requirements, and (i) your payment of a renewal fee.
d. Termination by franchisee	Not applicable.	Not applicable.
e. Termination by franchisor without cause	Not applicable.	Not applicable.
f. Termination by franchisor with cause	15.1, 15.2, and 15.3.	We may terminate your Franchise Agreement if you default.

Provision	Section in Franchise Agreement	Summary
g. "Cause" defined – curable defaults	15.3.	We may terminate your Franchise Agreement after providing you a 30-day cure period if you (a) fail to maintain the cleanliness of the Restaurant, (b) fail to substantially comply with your Franchise Agreement, (c) fail to pay us or our affiliates monies owed under your Franchise Agreement, (d) fail to maintain and observe our standards and specifications, (e) fail to obtain our written approval when required, (f) violate your lease, (g) use marks confusingly similar to the Proprietary Marks, (h) receive a health code violation, (i) fail to provide delivery services within your Territory, or (j) fail to maintain acceptable customer satisfaction scores.
h. "Cause" defined – non-curable defaults	15.1 and 15.2.	Your Franchise Agreement will terminate without an opportunity to cure if (a) you become insolvent or make a general assignment for the benefit of creditors, (b) you file a voluntary bankruptcy petition or do not oppose a petition filed against you, (c) you are adjudicated bankrupt or insolvent, (d) a bill in equity or other proceeding for the appointment of a receiver or other custodian for your business or assets is filed and consented to by you, (e) a temporary or permanent receiver or other custodian of your assets or property is appointed by any court of competent jurisdiction, (f) proceedings for a composition with creditors are instituted by or against you, (g) a final judgment against you remains unsatisfied or of record for 30 days or longer, (h) you are dissolved, (i) execution is levied against the Restaurant's business or property, (j) suit to foreclose any lien or mortgage against the Restaurant premises or equipment is instituted against you and not dismissed within 30 days, (k) the real or personal property of the Restaurant is sold after levy by any sheriff, marshal, constable, or other government official, (l) you fail to locate an approved site or open the Restaurant within the required time limits, (m) you fail to successfully complete our initial training program, (n) you abandon the Restaurant or lose your right to possession of the Restaurant premises, (o) you are convicted of a crime, (p) the Restaurant's operations create a threat to public health or safety, (q) you transfer your Franchise Agreement without our permission, (r) an approved transfer is not effected within the required timeframe after death or disability, (r) you violate any non-competition covenant or fail to obtain any required confidentiality agreement, (s) you disclose any confidential information in an unauthorized manner, (t) you submit false reports to us, (u) you misuse the Proprietary Marks or impair the goodwill of the System, (v) you refuse to permit us to inspect the Restaurant or your records, (w) you fail to immediately initiate a cure for any curable default, or (x) you commit multiple defaults of the same nature whether or not cured. We may also terminate your Franchise Agreement if you default under another agreement with us that gives us the right to terminate that other agreement.

Provision	Section in Franchise Agreement	Summary
i. Franchisee's obligations on termination/non-renewal	16.	You must (a) stop operating the Restaurant, dispose of any proprietary products, and cease holding yourself out as a present or former Beggars Pizza® franchisee, (b) stop using the System, all confidential information, and the Proprietary Marks, and delete/destroy all confidential information in your possession/control, (c) cancel all assumed names containing the Proprietary Marks, (d) offer us the option to purchase or assume the lease for the Restaurant, (e) assign all telephone numbers to us that you used in connection with the operation of the Restaurant, (f) refrain from infringing on the Proprietary Marks, (f) pay all sums owing to us and our affiliates, (g) pay us liquidated damages, (h) return the Manuals and all other confidential information to us, (i) cancel or assign to us all internet domain names, URLs, and internet sites containing or reflecting the Proprietary Marks, (j) offer us the option to purchase the Restaurant's assets, and (k) comply with non-competition and confidentiality covenants.
j. Assignment of contract by franchisor	14.1.	We may transfer or assign your Franchise Agreement or any part of its rights or obligations to any party. Any designated assignee will become solely responsible for all our obligations under your Franchise Agreement from the date of assignment.
k. "Transfer" by franchisee – defined	14.2.	A "transfer" is when you sell, assign, transfer, convey, pledge, encumber, merge, or give away any direct or indirect interest in your Franchise Agreement, yourself, or all or substantially all of the assets of the Restaurant.
l. Franchisor approval of transfer by franchisee	14.2.	Transfers require our prior written consent.
m. Conditions for franchisor approval of transfer	14.3.	Conditions include: (a) you have satisfied all monetary obligations under your Franchise Agreement, (b) you are not in default of your Franchise Agreement or any other agreement, (c) the payment terms offered by the transferee are not excessive or unreasonable, (d) you and your owners sign a general release, (e) the transferee signs our then-current form of Franchise Agreement, (f) the transferee is approved by us as a franchisee, (g) you remain liable for all accrued obligations to us, (h) the transferee completes any training programs we require, and (i) you pay us a transfer fee.
n. Franchisor's right of first refusal to acquire franchisee's business	14.5.	We may match any offer for your business by a third party.
o. Franchisor's option to purchase franchisee's business	16.4, 16.5, and 16.11.	We may require you to assign your lease and/or telephone numbers to us upon the termination or expiration of your Franchise Agreement. We have the option to purchase the assets of the Restaurant from you within 30 days of the termination or expiration of your Franchise Agreement including your equipment, furnishings, and signage.
p. Death or disability of franchisee	14.6.	Upon the death or physical or mental incapacity of any person with an interest in your Franchise Agreement, you, or all or substantially all of the assets of the Restaurant, the executor, administrator, or personal representative of such person must transfer the interest to a third party approved by us within six months subject to the same conditions as any other transfer.

Provision	Section in Franchise Agreement	Summary
q. Non-competition covenants during the term of the franchise	17.2.	You may not own or have any interest in any business that offers pizza, pizza products, Italian-style food, or other similar food items during the term of your Franchise Agreement.
r. Non-competition covenants after the franchise is terminated or expires	17.3.	You may not own or have any interest in any business that offers pizza, pizza products, Italian-style food, or other similar food items for two years after expiration or termination of your Franchise Agreement within (a) your Territory, (b) ten miles of the location of the Restaurant, or (c) ten miles of the location of any business operating under the Proprietary Marks.
s. Modification of the agreement	23.	No amendment or change to your Franchise Agreement is binding on either you or us unless mutually agreed to and signed by their authorized officers or agents in writing.
t. Integration/merger clause	23.	Your Franchise Agreement and its exhibits constitute the entire, full, and complete agreement between you and us concerning the subject matter of your Franchise Agreement. Nothing in your Franchise Agreement is intended to disclaim any of the representations made in this disclosure document.
u. Dispute resolution by arbitration or mediation	Not applicable.	Not applicable.
v. Choice of forum	25.2.	All disputes must be litigated in the U.S. District Court for the Northern District of Illinois or a state court in Cook County, Illinois.
w. Choice of law	25.1.	Illinois law governs all disputes.

No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship will have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

ITEM 18
PUBLIC FIGURES

We do not use any public figures to promote our franchise.

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ITEM 19
FINANCIAL PERFORMANCE REPRESENTATION

The FTC's Franchise Rule permits a franchisor to provide information about the actual or potential financial performance of its franchise and/or franchisor-owned outlets, if there is a reasonable basis for the information, and if the information is included in the disclosure document. Financial performance information that differs from that included in Item 19 may also be given, but only if (a) a franchisor provides the actual records of an existing outlet you are considering buying, or (b) a franchisor supplements the information provided in this Item 19, for example, by providing information about possible performance at a particular location or under particular circumstances.

We do not make any representations about a franchisee's future financial performance or the past financial performance of affiliate-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Raymond Cantelo at 12949 South California Avenue, Blue Island, Illinois 60406 or 708-239-1323, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20
OUTLETS AND FRANCHISEE INFORMATION

Table No. 1
System-Wide Outlet Summary
For Years 2023 to 2025

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2023	18	18	0
	2024	18	19	+1
	2025	19	18	-1
Affiliate-Owned[1]	2023	10	10	0
	2024	10	10	0
	2025	10	10	0
Total Outlets	**2023**	**28**	**28**	**0**
	2024	**28**	**29**	**+1**
	2025	**29**	**28**	**-1**

[1] See Item 1 regarding our affiliates that own and operate Beggars Pizza® Restaurants.

Table No. 2
Transfers of Outlets from Franchisee to New Owners
(Other Than the Franchisor or an Affiliate)
For Years 2023 to 2025

State	Year	Number of Transfers
Illinois	2023	1
	2024	0
	2025	0
Total	**2023**	**1**
	2024	**0**
	2025	**0**

Table No. 3
Status of Franchised Outlets
For Years 2023 to 2025

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor or Affiliate	Ceased Operations – Other Reasons	Outlets at End of the Year
Illinois*	2023	12	0	0	0	0	0	12
	2024	12	1	0	0	0	0	13
	2025	13	0	0	0	0	0	13
Indiana	2023	6	0	0	0	0	0	6
	2024	6	0	0	0	0	0	6
	2025	6	0	0	0	1	0	5
Total	**2023**	**18**	**0**	**0**	**0**	**0**	**0**	**18**
	2024	**18**	**1**	**0**	**0**	**0**	**0**	**19**
	2025	**19**	**0**	**0**	**0**	**1**	**0**	**18**

* One of the Illinois locations is a non-traditional outlet providing take-out and delivery services only.

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Table No. 4
Status of Affiliate-Owned Outlets
For Years 2023 to 2025

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired From Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of the Year
Illinois	2023	10	0	0	0	0	10
	2024	10	0	0	0	0	10
	2025	10	0	0	1	0	9
Indiana	2023	0	0	0	0	0	0
	2024	0	0	0	0	0	0
	2025	0	0	1	0	0	1
Total	**2023**	**10**	**0**	**0**	**0**	**0**	**10**
	2024	**10**	**0**	**0**	**0**	**0**	**10**
	2025	**10**	**0**	**1**	**1**	**0**	**10**

Table No. 5
Projected Openings as of December 31, 2025

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Affiliate-Owned Outlets in the Next Fiscal Year
Illinois	0	1	0
Indiana	0	0	0
Total	**0**	**1**	**0**

Exhibit G contains a list with the name of all current franchisees and the addresses and telephone numbers of their Beggars Pizza® Restaurants as of the date of this disclosure document, and the current list of affiliate-owned Beggars Pizza® Restaurants.

Exhibit H contains a list of the name, city, state, and current business telephone number, or if unknown, the last known home telephone number, of each franchisee whose franchise was transferred, terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under a Franchise Agreement during the most recently completed fiscal year, or who has not communicated with us within 10 weeks of the date of this disclosure document. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

In the last three fiscal years, we have not entered into any agreements with franchisees that contain confidentiality clauses restricting their ability to communicate with you. There are currently no trademark-specific franchisee organizations that have been created, sponsored, or endorsed by us. No trademark-specific franchisee organizations associated with the Beggar's Pizza system have asked us to include information about them in our current disclosure document.

ITEM 21
FINANCIAL STATEMENTS

Attached to this disclosure document as Exhibit A is a copy of our audited financial statements as of December 31, 2025; December 31, 2024; and December 31, 2023.

ITEM 22
CONTRACTS

Our standard form of Franchise Agreement is attached to this disclosure document as Exhibit C. The Commissary Agreement you will sign with Begcom is attached as Exhibit D. The Speedline Agreements are attached as Exhibit I. Our standard form of Renewal Addendum is attached to this disclosure document as Exhibit J.

ITEM 23
RECEIPT

Two copies of the Receipt for this disclosure document are attached to this disclosure document as Exhibit J. Please return one copy to us and retain one copy for your files.

EXHIBIT A

FINANCIAL STATEMENTS

AUDIT REPORT
FOR THE YEAR ENDED DECEMBER 31, 2025

Selden Fox
Accounting for your future

Beggars Pizza Franchise, LLC
Audit Report
For the Year Ended December 31, 2025

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One Parkview Plaza, Suite 710 | Oakbrook Terrace, IL 60181 | www.seldenfox.com
p 630.954.1400 | f 630.954.1327 | email@seldenfox.com

INDEPENDENT AUDITOR'S REPORT

Members
Beggars Pizza Franchise, LLC
Blue Island, Illinois

Opinion

We have audited the accompanying financial statements of **Beggars Pizza Franchise, LLC**, which comprise the balance sheet as of December 31, 2025 and 2024, and the related statements of operations, members' equity (deficit), and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of Beggars Pizza Franchise, LLC as of December 31, 2025 and 2024, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Beggars Pizza Franchise, LLC and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Beggars Pizza Franchise, LLC's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Beggars Pizza Franchise, LLC's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Beggars Pizza Franchise, LLC's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Selden Fox, Ltd.

March 6, 2026

Beggars Pizza Franchise, LLC
Balance Sheet
December 31,

	2025	2024
Assets		
Current assets:		
Cash	**$ 22,173**	$ 250,943
Royalty receivables, net of allowance for credit losses of $10,000 in 2025 and 2024	**88,419**	115,268
Prepaid state taxes	**31,520**	9,224
Other assets	**37,801**	61,676
Total assets	**$ 179,913**	$ 437,111
Liabilities and Members' (Deficit) Equity		
Current liabilities:		
Accounts payable	**$ 75,122**	$ 25,079
Settlement and legal fees payable	**226,687**	-
Deferred franchise fees	**-**	25,000
Total liabilities	**301,809**	50,079
Members' (deficit) equity	**(121,896)**	387,032
Total liabilities and members' (deficit) equity	**$ 179,913**	$ 437,111

See accompanying notes and independent auditor's report.

Beggars Pizza Franchise, LLC
Statement of Operations
For the Year Ended December 31,

	2025	2024
Net sales - royalties and other revenues	**$ 1,507,027**	$ 1,501,659
Operating expenses:		
Management fees	**872,592**	720,955
Professional fees	**62,020**	75,691
Brand development	**23,875**	30,403
Donations	**30,000**	30,000
Training	**10,530**	10,400
Legal settlement and related professional fees	**575,223**	-
Miscellaneous	**3,434**	12,550
Total operating expenses	**1,577,674**	879,999
Net (loss) income	**$ (70,647)**	$ 621,660

See accompanying notes and independent auditor's report.

Beggars Pizza Franchise, LLC
Statement of Members' Equity (Deficit)
For the Year Ended December 31,

	2025	2024
Members' equity - beginning of year	**$ 387,032**	$ 363,597
Net (loss) income	**(70,647)**	621,660
Contributions	**274,901**	-
Distributions	**(713,182)**	(598,225)
Members' equity (deficit) - end of year	**$ (121,896)**	$ 387,032

See accompanying notes and independent auditor's report.

Beggars Pizza Franchise, LLC
Statement of Cash Flows
For the Year Ended December 31,

	2025	2024
Cash flows from operating activities:		
Net (loss) income	$ (70,647)	$ 621,660
Adjustments to reconcile net (loss) income to net cash provided by operating activities:		
Changes in operating assets and liabilities:		
Royalty receivables	26,849	5,718
Prepaid Expenses	1,579	14,651
Accounts payable	50,043	(16,117)
Settlement and legal fees payable	226,687	-
Accrued state taxes	-	(690)
Deferred franchise fees	(25,000)	-
Net cash flows from operating activities	209,511	625,222
Cash flows from investing activities:		
Repayments from related parties	750,248	395,198
Advances to related parties	(750,248)	(395,198)
Net cash flows from investing activities	-	-
Cash flows from financing activities:		
Contributions	274,901	-
Distributions	(713,182)	(598,225)
Net cash flows from financing activities	(438,281)	(598,225)
Net change in cash	(228,770)	26,997
Cash - beginning of the year	250,943	223,946
Cash - end of the year	$ 22,173	$ 250,943

See accompanying notes and independent auditor's report.

Beggars Pizza Franchise, LLC
Notes to the Financial Statements

1. **Summary of Significant Accounting Policies**

Organization – Beggars Pizza Franchise, LLC (formerly known as Beggars Pizza Franchise Corporation) (the “Company”) was incorporated under the laws of the State of Illinois on April 15, 2004. The Company was established to franchise Beggars Pizza specialty pizza retail stores in the Chicagoland area. There were 20 franchises open as of December 31, 2025 and 2024.

Use of Estimates – The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates.

Cash – The Company maintains its cash in bank deposit accounts which at times may exceed federally insured limits. The Company has not experienced any losses in such accounts and believes it is not exposed to any significant credit risk on cash deposits.

Royalty Receivables – Royalty receivables are stated at the net collectible amount reduced by an allowance for credit losses. The Company does not charge interest or late fees on amounts past due. The Company estimates the allowance based on an analysis of individual customers adjusted for current conditions and reasonable forecasts, taking into consideration the age of past due accounts and an assessment of the customer’s ability to repay. The allowance for credit losses was $10,000 at December 31, 2025 and 2024.

Other assets – Other assets consists of amounts paid for menu printing services that will be recognized as an expense in future reporting periods as the printed menus are received by the Company.

Revenue Recognition – The Company's revenue mainly consists of franchise fees and royalties. The Company sells individual franchisees the right to operate a Beggars Pizza location within a defined territory using the franchise brand name.

Initial franchise fees are $25,000 for a restaurant with 150 or fewer seats and $40,000 for a restaurant with more than 150 seats. The Company offers a 50 percent franchise fee discount to a franchisee that opens a second store. This fee is due and nonrefundable upon signing the franchise agreement. The initial nonrefundable franchise fees, which are collected in advance, are recognized as revenue at a point in time franchisee opens their location, or upon termination of such agreement. At the expiration of a franchise agreement, a renewal fee ranging from 10 to 33 percent of the initial franchise fee is due and recognized at a point in time when services related to the renewal agreement are completed. For the years ended December 31, 2025 and 2024, initial franchise fees included in revenue was $32,500 and $8,250, respectively. Initial franchise fees deferred totaled $0 and $25,000 at December 31, 2025 and 2024, respectively.

1. **Summary of Significant Accounting Policies** (cont'd)

Revenue Recognition (cont'd)

The Company records royalty revenue based on 5 percent of gross sales or $500 per month, whichever is higher, over time. Royalty revenue for the years ended December 31, 2025 and 2024, was $1,469,143 and $1,486,410, respectively.

The Company has obligations to provide franchisees with the franchise rights to operate a Beggars Pizza store, and to assist with site selection, training, preparing and distributing operating manuals and menus, and with conducting inspections under their quality control program. The Company has elected the practical expedient to account for the pre-opening services provided to franchisees as distinct from the franchise license and recognize pre-opening services as a single performance obligation. Therefore, the initial franchise fee for each agreement is allocated to each individual franchise and recognized at a point in time when a new franchise location opens. Renewal fees are recognized at a point in time when renewal performance obligations are completed. Income for royalties are recognized over the term of the respective franchise agreement as the underlying sales occur.

The transaction price is the amount of consideration to which the Company expects to be entitled in exchange for providing franchisees with the franchise rights to operate a store. To determine the transaction price, the Company considers its customary business practices and the terms of the underlying agreement. For the purpose of determining transaction prices, the Company assumes performance obligations will be satisfied as promised in accordance with franchise agreements and that agreements will not be canceled, renewed or modified. The Company's franchise agreements with franchisees have transaction prices that contain a fixed and variable component. Variable consideration includes revenue related to royalties, as the transaction price is based on the franchisee's sales. The variable consideration is recognized based on the actual amounts incurred each month. Franchisees receive additional services such as marketing and commissary needs, which are provided by affiliated entities as allowed by the franchise agreement. Marketing fees totaling 1% of the franchisee weekly sales are paid by franchisees directly to Beg Adv, LLC. Commissary stores at each franchisee are ordered and fulfilled with Begcom, LLC.

Accounts receivable and deferred revenue at December 31, affecting the cash flow of these revenue sources consisted of the following:

	2025	2024	2023
Royalty receivable–contract revenue	**$ 88,419**	$ 115,268	$ 120,986
Deferred revenue (for recognition the following year):			
Initial franchise fees	**$ -**	$ 25,000	$ 25,000

1. **Summary of Significant Accounting Policies** (cont'd)

Income Taxes – The Company elected to pay Illinois Pass-Through Entity ("PTE") Tax ("PTE Tax") on behalf of the members. This tax is assessed as 4.95% of our business income and is applied to reduce each member's proportionate share of federal taxable income reportable on that member's personal income tax return. Accordingly, each member recognizes a federal income tax benefit as if the member's state income tax were fully deductible on the member's personal federal income tax return. Since the income tax benefits associated with the PTE Tax exclusively benefit the members, each member's proportionate share of the tax is recognized as a distribution to that member. Each of the member's distributions include $0 and $30,856 representing that member's share of the PTE Tax paid on their behalf for the years ended December 31, 2025 and 2024, respectively.

Subsequent Events – The financial statements and related disclosures include evaluation of events up through and including March 6, 2026, which is the date the financial statements were available to be issued.

2. **Related Party Transactions**

The Company has a management fee agreement with Begcom, LLC, a related party through common ownership. The agreement expires on December 31, 2028. Management fees totaled $872,592 and $720,955 for the years ended December 31, 2025 and 2024, respectively. Management fees due to Begcom, LLC as of December 31, 2025 and 2024, totaled $50,642 and $10,010, respectively, and are included in accounts payable on the balance sheet.

3. **Members' Equity**

BPF Holding Corporation wholly owns the Class A Membership interest of Beggars Pizza Franchise, LLC. In accordance with the operating agreement (the "Agreement") of the Company, the Company issued Class B and C member units as profits interest units. Pursuant to the Agreement, Class B units vest only upon the achievement of vesting condition and the Class B member shall be automatically withdrawn as a member of the Company if the vesting condition has not been satisfied by December 31, 2025, and Class C units are immediately vested. As of December 31, 2024, Class B units were not vested. For the years ended December 31, 2025 and 2024, there was no compensation expense related to the issuance of the Class B and C units. Pursuant to a redemption agreement and assignment of membership interest dated November 3, 2025, the unvested Class B units were redeemed and conveyed to the Company for consideration totaling $100.

Voting rights are allocated to each member class based on the provisions of the Agreement. A general description of the Agreements distribution provisions are as follows:

First, 100 percent to Class A members' pro rata until the cumulative distributions received by the members equals $4,176,000.

Second, 100 percent to the Class B and C members in proportion to their vested percentage until the cumulative distributions received by such members equals $2,435,999.

3. **Members' Equity** (cont'd)

   Thereafter, pro rata to members in proportion to their vested percentage – 63.2 percent to Class A, 30 percent to Class B, and 6.8 percent to Class C.

4. **Settlement Agreement**

In November 2025, the Company entered into a settlement agreement for which the settlement and related legal fees totaled $575,223. Amounts due under the settlement and legal fees payable totaled $226,687 at December 31, 2025.

AUDIT REPORT
FOR THE YEAR ENDED DECEMBER 31, 2024

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Beggars Pizza Franchise, LLC
Audit Report
For the Year Ended December 31, 2024

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INDEPENDENT AUDITOR'S REPORT

Members
Beggars Pizza Franchise, LLC
Blue Island, Illinois

Opinion

We have audited the accompanying financial statements of **Beggars Pizza Franchise, LLC**, which comprise the balance sheet as of December 31, 2024 and 2023, and the related statements of income, members' equity, and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of Beggars Pizza Franchise, LLC as of December 31, 2024 and 2023, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Beggars Pizza Franchise, LLC and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Beggars Pizza Franchise, LLC's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Beggars Pizza Franchise, LLC's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Beggars Pizza Franchise, LLC's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Selden Fox, Ltd.

March 10, 2025

Beggars Pizza Franchise, LLC
Balance Sheet
December 31,

		2024		2023
Assets				
Current assets:				
Cash	**$**	**250,943**	$	223,946
Royalty receivables, net of allowance for credit losses of $10,000 in 2024 and 2023		**115,268**		120,986
Prepaid state taxes		**9,224**		-
Other assets		**61,676**		85,551
Total assets	**$**	**437,111**	$	430,483
Liabilities and Members' Equity				
Current liabilities:				
Accounts payable	**$**	**25,079**	$	41,196
Accrued state taxes		**-**		690
Deferred franchise fees		**25,000**		25,000
Total liabilities		**50,079**		66,886
Members' equity		**387,032**		363,597
Total liabilities and members' equity	**$**	**437,111**	$	430,483

See accompanying notes and independent auditor's report.

Beggars Pizza Franchise, LLC
Statement of Income
For the Year Ended December 31,

		2024		2023
Net sales - royalties and other revenues	**$**	**1,501,659**	$	1,593,982
Operating expenses:				
Management fees		**720,955**		579,820
Professional fees		**75,691**		60,884
Brand development		**30,403**		95,897
Trade show		**-**		9,729
Donations		**30,000**		30,000
Training		**10,400**		10,920
Miscellaneous		**12,550**		6,452
Total operating expenses		**879,999**		793,702
Net income	**$**	**621,660**	$	800,280

See accompanying notes and independent auditor's report.

Beggars Pizza Franchise, LLC
Statement of Members' Equity
For the Year Ended December 31,

	2024	2023
Members' equity - beginning of year	**$ 363,597**	$ 201,534
Net income	**621,660**	800,280
Distributions	**(598,225)**	(638,217)
Members' equity - end of year	**$ 387,032**	$ 363,597

See accompanying notes and independent auditor's report.

Beggars Pizza Franchise, LLC
Statement of Cash Flows
For the Year Ended December 31,

	2024	2023
Cash flows from operating activities:		
Net income	**$ 621,660**	$ 800,280
Adjustments to reconcile net income to net cash provided by operating activities:		
Changes in operating assets and liabilities:		
Royalty receivables	**5,718**	(5,455)
Prepaid Expenses	**14,651**	(85,551)
Accounts payable	**(16,117)**	25,825
Accrued state taxes	**(690)**	(34,979)
Deferred franchise fees	**-**	(12,500)
Net cash flows from operating activities	**625,222**	687,620
Cash flows from investing activities:		
Advances to related parties	**395,198**	-
Repayments from related parties	**(395,198)**	-
Net cash flows from investing activities	**-**	-
Cash flows from financing activities - distributions	**(598,225)**	(638,217)
Net change in cash	**26,997**	49,403
Cash - beginning of the year	**223,946**	174,543
Cash - end of the year	**$ 250,943**	$ 223,946

See accompanying notes and independent auditor's report.

Beggars Pizza Franchise, LLC
Notes to the Financial Statements

1. **Summary of Significant Accounting Policies**

Organization – Beggars Pizza Franchise, LLC (formerly known as Beggars Pizza Franchise Corporation) (the “Company”) was incorporated under the laws of the State of Illinois on April 15, 2004. The Company was established to franchise Beggars Pizza specialty pizza retail stores in the Chicagoland area. There were 20 franchises open as of December 31, 2024 and 2023.

Use of Estimates – The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates.

Cash – The Company maintains its cash in bank deposit accounts which at times may exceed federally insured limits. The Company has not experienced any losses in such accounts and believes it is not exposed to any significant credit risk on cash deposits.

Royalty Receivables – Royalty receivables are stated at the net collectible amount reduced by an allowance for credit losses. The Company does not charge interest or late fees on amounts past due. The Company estimates the allowance based on an analysis of individual customers adjusted for current conditions and reasonable forecasts, taking into consideration the age of past due accounts and an assessment of the customer’s ability to repay. The allowance for credit losses was $10,000 at December 31, 2024 and 2023.

Other assets – Other assets consists of amounts paid for menu printing services that will be recognized as an expense in future reporting periods as the printed menus are received by the Company.

Revenue Recognition – The Company's revenue mainly consists of franchise fees and royalties. The Company sells individual franchisees the right to operate a Beggars Pizza location within a defined territory using the franchise brand name.

Initial franchise fees are $25,000 for a restaurant with 150 or fewer seats and $40,000 for a restaurant with more than 150 seats. The Company offers a 50 percent franchise fee discount to a franchisee that opens a second store. This fee is due and nonrefundable upon signing the franchise agreement. The initial nonrefundable franchise fees, which are collected in advance, are recognized as revenue at a point in time franchisee opens their location, or upon termination of such agreement. At the expiration of a franchise agreement, a renewal fee ranging from 10 to 33 percent of the initial franchise fee is due and recognized at a point in time when services related to the renewal agreement are completed. For the years ended December 31, 2024 and 2023, initial franchise fees included in revenue was $8,250 and $28,250, respectively. Initial franchise fees deferred totaled $25,000 and $25,000 at December 31, 2024 and 2023, respectively.

1. **Summary of Significant Accounting Policies** (cont'd)

Revenue Recognition (cont'd)

The Company records royalty revenue based on 5 percent of gross sales or $500 per month, whichever is higher, over time. Royalty revenue for the years ended December 31, 2024 and 2023, was $1,486,410 and $1,561,237, respectively.

The Company has obligations to provide franchisees with the franchise rights to operate a Beggars Pizza store, and to assist with site selection, training, preparing and distributing operating manuals and menus, and with conducting inspections under their quality control program. The Company has elected the practical expedient to account for the pre-opening services provided to franchisees as distinct from the franchise license and recognize pre-opening services as a single performance obligation. Therefore, the initial franchise fee for each agreement is allocated to each individual franchise and recognized at a point in time when a new franchise location opens. Renewal fees are recognized at a point in time when renewal performance obligations are completed. Income for royalties are recognized over the term of the respective franchise agreement as the underlying sales occur.

The transaction price is the amount of consideration to which the Company expects to be entitled in exchange for providing franchisees with the franchise rights to operate a store. To determine the transaction price, the Company considers its customary business practices and the terms of the underlying agreement. For the purpose of determining transaction prices, the Company assumes performance obligations will be satisfied as promised in accordance with franchise agreements and that agreements will not be canceled, renewed or modified. The Company's franchise agreements with franchisees have transaction prices that contain a fixed and variable component. Variable consideration includes revenue related to royalties, as the transaction price is based on the franchisees sales. The variable consideration is recognized based on the actual amounts incurred each month. Franchisees receive additional services such as marketing and commissary needs, which are provided by affiliated entities as allowed by the franchise agreement. Marketing fees totaling 1% of the franchisee weekly sales are paid by franchisees directly to Beg Adv, LLC. Commissary stores at each franchisee are ordered and fulfilled with Begcom, LLC.

Accounts receivable and deferred revenue at December 31, affecting the cash flow of these revenue sources consisted of the following:

	2024	2023	2022
Royalty receivable–contract revenue	**$ 115,268**	$ 120,986	$ 115,531
Deferred revenue (for recognition the following year):			
Initial franchise fees	**$ 25,000**	$ 25,000	$ 37,500

1. **Summary of Significant Accounting Policies** (cont'd)

Income Taxes – The Company elected to pay Illinois Pass-Through Entity ("PTE") Tax ("PTE Tax") on behalf of the members. This tax is assessed as 4.95% of our business income and is applied to reduce each member's proportionate share of federal taxable income reportable on that member's personal income tax return. Accordingly, each member recognizes a federal income tax benefit as if the member's state income tax were fully deductible on the member's personal federal income tax return. Since the income tax benefits associated with the PTE Tax exclusively benefit the members, each member's proportionate share of the tax is recognized as a distribution to that member. Each of the member's distributions include $30,856 and $39,863 representing that member's share of the PTE Tax paid on their behalf for the years ended December 31, 2024 and 2023, respectively.

Subsequent Events – The financial statements and related disclosures include evaluation of events up through and including March 10, 2025, which is the date the financial statements were available to be issued.

2. **Related Party Transactions**

The Company has a management fee agreement with Begcom, LLC, a related party through common ownership. The agreement expires on December 31, 2028. Management fees totaled $720,955 and $579,820 for the years ended December 31, 2024 and 2023, respectively. Management fees due to Begcom, LLC as of December 31, 2024 and 2023, totaled $10,010 and $9,166, respectively, and are included in accounts payable on the balance sheet.

3. **Members' Equity**

BPF Holding Corporation wholly owns the Class A Membership interest of Beggars Pizza Franchise, LLC. In accordance with the operating agreement (the "Agreement") of the Company, the Company issued Class B and C member units as profits interest units. Pursuant to the Agreement, Class B units vest only upon the achievement of certain hurdles, and Class C units are immediately vested. As of December 31, 2024 and 2023, Class B units are not vested. For the years ended December 31, 2024 and 2023, there was no compensation expense related to the issuance of the Class B and C units.

Voting rights are allocated to each member class based on the provisions of the Agreement. A general description of the Agreements distribution provisions are as follows:

First, 100 percent to Class A members' pro rata until the cumulative distributions received by the members equals $4,176,000.

Second, 100 percent to the Class B and C members in proportion to their vested percentage until the cumulative distributions received by such members equals $2,435,999.

Thereafter, pro rata to members in proportion to their vested percentage – 63.2 percent to Class A, 30 percent to Class B, and 6.8 percent to Class C.

AUDIT REPORT
FOR THE YEAR ENDED DECEMBER 31, 2023

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Beggars Pizza Franchise, LLC
Audit Report
For the Year Ended December 31, 2023

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INDEPENDENT AUDITOR'S REPORT

Members
Beggars Pizza Franchise, LLC
Blue Island, Illinois

Opinion

We have audited the accompanying financial statements of **Beggars Pizza Franchise, LLC**, which comprise the balance sheet as of December 31, 2023 and 2022, and the related statements of income, members' equity, and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of Beggars Pizza Franchise, LLC as of December 31, 2023 and 2022, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Beggars Pizza Franchise, LLC and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Beggars Pizza Franchise, LLC's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Beggars Pizza Franchise, LLC's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Beggars Pizza Franchise, LLC's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Selden Fox, Ltd.

March 22, 2024

Beggars Pizza Franchise, LLC
Balance Sheet
December 31,

		2023		2022
Assets				
Current assets:				
Cash	$	223,946	$	174,543
Royalty receivables, net of allowance for credit losses of $10,000 in 2023 and 2022		120,986		115,531
Other assets		85,551		-
Total assets	$	430,483	$	290,074
Liabilities and Members' Equity				
Current liabilities:				
Accounts payable	$	41,196	$	15,371
Accrued state taxes		690		35,669
Deferred franchise fees		25,000		37,500
Total liabilities		66,886		88,540
Members' equity		363,597		201,534
Total liabilities and members' equity	$	430,483	$	290,074

See accompanying notes and independent auditor's report.

Beggars Pizza Franchise, LLC
Statement of Income
For the Year Ended December 31,

	2023	2022
Net sales - royalties and other revenues	**$ 1,593,982**	$ 1,520,563
Operating expenses:		
Management fees	**579,820**	666,106
Professional fees	**60,884**	113,460
Brand development	**95,897**	-
Trade show	**9,729**	-
Donations	**30,000**	25,000
Training	**10,920**	9,820
Miscellaneous	**6,452**	956
Total operating expenses	**793,702**	815,342
Net income	**$ 800,280**	$ 705,221

See accompanying notes and independent auditor's report.

Beggars Pizza Franchise, LLC
Statement of Members' Equity
For the Year Ended December 31,

	2023	2022
Members' equity - beginning of year	**$ 201,534**	$ 232,400
Net income	**800,280**	705,221
Distributions	**(638,217)**	(736,087)
Members' equity - end of year	**$ 363,597**	$ 201,534

See accompanying notes and independent auditor's report.

Beggars Pizza Franchise, LLC
Statement of Cash Flows
For the Year Ended December 31,

	2023	2022
Cash flows from operating activities:		
Net income	**$ 800,280**	$ 705,221
Adjustments to reconcile net income to net cash provided by operating activities:		
Changes in operating assets and liabilities:		
Royalty receivables	**(5,455)**	(41,084)
Prepaid Expenses	**(85,551)**	-
Accounts payable	**25,825**	(73)
Accrued state taxes	**(34,979)**	35,669
Deferred franchise fees	**(12,500)**	12,500
Net cash flows from operating activities	**687,620**	712,233
Cash flows from financing activities - distributions	**(638,217)**	(736,087)
Net change in cash	**49,403**	(23,854)
Cash - beginning of the year	**174,543**	198,397
Cash - end of the year	**$ 223,946**	$ 174,543

See accompanying notes and independent auditor's report.

Beggars Pizza Franchise, LLC
Notes to the Financial Statements

1. **Summary of Significant Accounting Policies**

Organization – Beggars Pizza Franchise, LLC (formerly known as Beggars Pizza Franchise Corporation) (the “Company”) was incorporated under the laws of the State of Illinois on April 15, 2004. The Company was established to franchise Beggars Pizza specialty pizza retail stores in the Chicagoland area. There were 20 franchises open as of December 31, 2023, and 19 as of December 31, 2022.

Use of Estimates – The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates.

Cash – The Company maintains its cash in bank deposit accounts which at times may exceed federally insured limits. The Company has not experienced any losses in such accounts and believes it is not exposed to any significant credit risk on cash deposits.

Royalty Receivables – Royalty receivables are stated at the net collectible amount reduced by an allowance for credit losses. The Company does not charge interest or late fees on amounts past due. Prior to 2023, the Company estimated the allowance based on its historical experience of the relationship between actual bad debts and contract revenues. As a result of the changes in the Company’s credit policy during 2023, the Company changed to estimating the allowance based on an analysis of individual customers adjusted for current conditions and reasonable forecasts, taking into consideration the age of past due accounts and an assessment of the customer’s ability to repay. The allowance for credit losses was $10,000 at December 31, 2023 and 2022.

Other assets – Other assets consists of amounts paid for menu printing services that will be recognized as an expense in future reporting periods as the printed menus are received by the Company.

Revenue Recognition – The Company's revenue mainly consists of franchise fees and royalties. The Company sells individual franchisees the right to operate a Beggars Pizza location within a defined territory using the franchise brand name.

Initial franchise fees are $25,000 for a restaurant with 150 or fewer seats and $40,000 for a restaurant with more than 150 seats. The Company offers a 50 percent franchise fee discount to a franchisee that opens a second store. This fee is due and nonrefundable upon signing the franchise agreement. The initial nonrefundable franchise fees, which are collected in advance, are recognized as revenue at a point in time franchisee opens their location, or upon termination of such agreement. At the expiration of a franchise agreement, a renewal fee ranging from 10 to 33 percent of the initial franchise fee is due and recognized at a point in time when services related to the renewal agreement are completed. For the years ended December 31, 2023 and 2022, initial franchise fees included in revenue was $28,250 and $45,000, respectively. Initial franchise fees deferred totaled $25,000 and $37,500 at December 31, 2023 and 2022, respectively.

1. **Summary of Significant Accounting Policies** (cont'd)

Revenue Recognition (cont'd)

The Company records royalty revenue based on 5 percent of gross sales or $500 per month, whichever is higher, over time. Royalty revenue for the years ended December 31, 2023 and 2022, was $1,561,237 and $1,475,563, respectively.

The Company has obligations to provide franchisees with the franchise rights to operate a Beggars Pizza store, and to assist with site selection, training, preparing and distributing operating manuals and menus, and with conducting inspections under their quality control program. The Company has elected the practical expedient to account for the pre-opening services provided to franchisees as distinct from the franchise license and recognize pre-opening services as a single performance obligation. Therefore, the initial franchise fee for each agreement is allocated to each individual franchise and recognized at a point in time when a new franchise location opens. Renewal fees are recognized at a point in time when renewal performance obligations are completed. Income for royalties are recognized over the term of the respective franchise agreement as the underlying sales occur.

The transaction price is the amount of consideration to which the Company expects to be entitled in exchange for providing franchisees with the franchise rights to operate a store. To determine the transaction price, the Company considers its customary business practices and the terms of the underlying agreement. For the purpose of determining transaction prices, the Company assumes performance obligations will be satisfied as promised in accordance with franchise agreements and that agreements will not be canceled, renewed or modified. The Company's franchise agreements with franchisees have transaction prices that contain a fixed and variable component. Variable consideration includes revenue related to royalties, as the transaction price is based on the franchisees sales. The variable consideration is recognized based on the actual amounts incurred each month. Franchisees receive additional services such as marketing and commissary needs, which are provided by affiliated entities as allowed by the franchise agreement. Marketing fees totaling 1% of the franchisee weekly sales are paid by franchisees directly to Beg Adv, LLC. Commissary stores at each franchisee are ordered and fulfilled with Begcom, LLC.

Accounts receivable and deferred revenue at December 31, affecting the cash flow of these revenue sources consisted of the following:

	2023	2022	2021
Royalty receivable–contract revenue	**$ 120,986**	$ 115,531	$ 74,447
Deferred revenue (for recognition the following year):			
Initial franchise fees	**$ 25,000**	$ 37,500	$ 25,000

1. **Summary of Significant Accounting Policies** (cont'd)

Income Taxes – The Company elected to pay Illinois Pass-Through Entity ("PTE") Tax ("PTE Tax") on behalf of the members. This tax is assessed as 4.95% of our business income and is applied to reduce each member's proportionate share of federal taxable income reportable on that member's personal income tax return. Accordingly, each member recognizes a federal income tax benefit as if the member's state income tax were fully deductible on the member's personal federal income tax return. Since the income tax benefits associated with the PTE Tax exclusively benefit the members, each member's proportionate share of the tax is recognized as a distribution to that member. Each of the member's distributions include $39,863 and $34,944 representing that member's share of the PTE Tax paid on their behalf for the years ended December 31, 2023 and 2022, respectively.

New Accounting Pronouncement – The Company adopted Financial Accounting Standards Board (FASB) Accounting Standard Codification (ASC) 326, Credit Losses, using the modified retrospective method, which allows for the Company to initially apply the new standard at the adoption date and recognize a cumulative-effect adjustment to the opening balance of retained earnings in the period of adoption, if applicable. As a result, the comparative period presented in the financial statements has not been revised and is in accordance with standards in effect for that year. ASC 326 replaces the incurred loss model for measuring the allowance for credit losses with a new model that reflects current expected credit losses (CECL) that are expected to occur over the lifetime of the assets. This estimate must be based on all relevant information, such as historical information, current conditions, and reasonable and supportable forecasts that could impact the collectability of the amounts. The CECL methodology is applicable to financial assets that are measured at amortized cost, including royalty receivables. We adopted the standard effective January 1, 2023. The impact of the adoption was not considered material to the financial statements and primarily resulted in new/enhanced disclosures.

Subsequent Events – The financial statements and related disclosures include evaluation of events up through and including March 22, 2024, which is the date the financial statements were available to be issued.

2. **Related Party Transactions**

The Company has a management fee agreement with Begcom, LLC, a related party through common ownership. The agreement expires on December 31, 2028. Management fees totaled $579,820 and $666,106 for the years ended December 31, 2023 and 2022, respectively. Management fees due to Begcom, LLC as of December 31, 2023 and 2022, totaled $10,010 and $9,166, respectively, and are included in accounts payable on the balance sheet.

3. **Members' Equity**

BPF Holding Corporation wholly owns the Class A Membership interest of Beggars Pizza Franchise, LLC. In accordance with the operating agreement (the "Agreement") of the Company, the Company issued Class B and C member units as profits interest units. Pursuant to the Agreement, Class B units vest only upon the achievement of certain hurdles, and Class C units are immediately vested. As of December 31, 2023 and 2022, Class B units are not vested. For the years ended December 31, 2023 and 2022, there was no compensation expense related to the issuance of the Class B and C units.

Voting rights are allocated to each member class based on the provisions of the Agreement. A general description of the Agreements distribution provisions are as follows:

First, 100 percent to Class A members' pro rata until the cumulative distributions received by the members equals $4,176,000.

Second, 100 percent to the Class B and C members in proportion to their vested percentage until the cumulative distributions received by such members equals $2,435,999.

Thereafter, pro rata to members in proportion to their vested percentage – 63.2 percent to Class A, 30 percent to Class B, and 6.8 percent to Class C.

4. **Commitments and Contingencies**

The Company is periodically involved in legal actions and claims that arise as a result of events that occur in the normal course of operations. The ultimate resolution of these actions is not expected to have a material effect on the Company's financial position.

EXHIBIT B

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BEGGARS PIZZA FRANCHISE, LLC
FRANCHISE AGREEMENT

This BEGGARS PIZZA FRANCHISE, LLC FRANCHISE AGREEMENT (the "Agreement") is made and entered into on ___________________________, 20___, by and between BEGGARS PIZZA FRANCHISE, LLC, an Illinois limited liability company located at 12949 South California Avenue, Blue Island, Illinois 60406 ("Franchisor"); and _______________ __________________________, a _____________________________________ located at __________ ____ ("Franchisee").

WITNESSETH:

WHEREAS, Franchisor, as the result of the expenditure of time, skill, effort, and money, has developed, and continues to develop, a distinctive system relating to the establishment, operation, and promotion of Beggars Pizza® restaurants that offer pizza, other food products, and non-alcoholic and alcoholic beverages for sale and consumption on the premises, for carry-out sale to customers, for consumption off the premises, for delivery to customers, for catering, for sale and consumption off the premises at temporary locations for fundraising and other special events, and sales in such other ways as Franchisor may specify from time to time, all of which may be changed, improved, and further developed by Franchisor from time to time (the "System");

WHEREAS, the distinguishing characteristics of the System include, without limitation, distinctive exterior and interior design, décor, color scheme, fixtures, and furnishings; standards and specifications for products and supplies; uniform standards, specifications, and procedures for operations; procedures for screening, recruiting and training personnel; payroll and bookkeeping procedures and policies; training and assistance; marketing methods; and advertising and promotional programs; all of which may be changed, improved and further developed by Franchisor from time to time;

WHEREAS, the System is identified by means of certain trade names, service marks, trademarks, trade dress, logos, emblems, and indicia of origin including, without limitation, the mark "Beggars Pizza®" and mark "Beggars Pizza (plus logo)" as are now designated and may hereafter be designated by Franchisor in writing for use in connection with the System (the "Proprietary Marks");

WHEREAS, Franchisor has developed and sells through its affiliate, Begcom LLC ("Begcom"), certain trade secret food ingredients for use in the System including, without limitation, pizza dough, spaghetti and pizza sauces, sausage, and secret spice blends, and may develop additional trade secret food ingredients during the term hereof from time to time;

WHEREAS, Franchisee desires to enter into the business of operating a Beggars Pizza® restaurant under the System and Proprietary Marks, and wishes to enter into an agreement with Franchisor for that purpose, and to receive the training and other assistance provided by Franchisor in connection therewith; and

WHEREAS, Franchisee understands and acknowledges the importance of Franchisor's high standards of quality, cleanliness, appearances, and service and the necessity of operating the business franchised hereunder in conformity with Franchisor's standards and specifications.

NOW, THEREFORE, in consideration of the terms and conditions hereinafter set forth, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. GRANT

1.1 Grant of Franchise. Franchisor grants to Franchisee the right and Franchisee undertakes the obligation, upon the express terms and conditions set forth in the Agreement, to establish and operate a Beggars Pizza® restaurant under the Proprietary Marks and System (the "Restaurant") and to use the Proprietary Marks and the System, as they may be changed and improved from time to time at Franchisor's sole discretion, solely in connection therewith.Approved Location. Franchisee must operate the Restaurant only at the location identified in Exhibit A (the "Approved Location"). If, at the time of execution of the Agreement, a location for the Restaurant has not been obtained by Franchisee and approved by Franchisor, Franchisee must lease or acquire a location within ninety (90) days after the date of the Agreement, subject to Franchisor's approval, as provided for in the Site Selection Addendum attached hereto as Exhibit B. Franchisee will not relocate the Restaurant without the prior written approval of Franchisor. Franchisor may withhold approval of relocation in Franchisor's sole discretion.

1.3 Franchisee's Territory. Except as otherwise provided in the Agreement, Franchisor will not establish or operate, nor license any other person to establish or operate, a Beggars Pizza® restaurant under the System and the Proprietary Marks at any location within the territory described in Exhibit A ("Franchisee's Territory"), during the term of the Agreement. Franchisor and its affiliates further retain the rights, among others, on any terms and conditions Franchisor deems advisable, and without granting Franchisee any rights therein:

1.3.1 To establish and operate, and license others to establish and operate, a Beggars Pizza® restaurant under the System and the Proprietary Marks at any location outside Franchisee's Territory;

1.3.2 To accept delivery orders and deliver, and allow other franchisees to accept delivery orders and deliver, any products (including, without limitation, products sold at the Restaurant) in Franchisee's Territory;

1.3.3 To establish and operate, and license other parties to establish and operate, Beggars Pizza® restaurants under the System and Proprietary Marks in Franchisee's Territory at any existing or future (a) shopping malls, (b) airports, (c) bus and train depots and other transportation terminals, (d) entertainment facilities (including, without limitation, sports stadiums) and theme parks, and (e) rest stops, plazas, and similar locations accessible from limited access highways;

1.3.4 To directly or indirectly sell or distribute, or license others to sell or distribute, products that are the same as or similar to those offered under the System and any other products or services at any location other than a Beggars Pizza® restaurant (notwithstanding its proximity to the Approved Location) whether within or outside Franchisee's Territory under the same or different Proprietary Marks including, without limitation, sales made at supermarkets, convenience stores, markets, and grocery stores, and over the Internet and/or other on-line networks and other communications methods now or hereafter devised of any nature whatsoever;

1.3.5 To acquire and operate any business or store of any kind under different proprietary marks at any location (notwithstanding its proximity to the Approved Location) whether located within or outside Franchisee's Territory; and

1.3.6 To acquire, merge with, or otherwise affiliate with, and thereafter own and operate, and franchise or license others to own and operate, any business of any kind including, without limitation, any business that offers products the same as or similar to those offered under the System or that uses the Proprietary Marks or any other system or marks within and outside Franchisee's Territory notwithstanding any other provision hereof.

1.4 Supplementing the System. Franchisee acknowledges that the System may be supplemented, improved, and otherwise modified from time to time by Franchisor. Franchisee must comply with all reasonable requirements of Franchisor in that regard including, without limitation, offering and selling new or different products or services as specified by Franchisor.

2. TERM AND RENEWAL

2.1 Term. The Agreement will be in effect upon its acceptance and execution by Franchisor and, except as otherwise provided herein, the term of the Agreement will be ten (10) years from the date first above written.

2.2 Renewal. Franchisee may, subject to the following conditions, renew the rights granted under the Agreement for one (1) additional consecutive term of ten (10) years. Franchisor in its sole discretion, may require that any of the following conditions be met prior to such renewal:

2.2.1 Franchisee must give Franchisor written notice of Franchisee's election to renew not less than six (6) months nor more than twelve (12) months prior to the end of the then-current term;

2.2.2 Franchisee must make or provide for, in a manner satisfactory to Franchisor, such renovation and modernization of the premises of the Restaurant (the "Premises") as Franchisor may reasonably require including, without limitation, installation of new equipment and renovation of signs, furnishings, fixtures, and décor to reflect the then-current standards and image of the System;

2.2.3 Franchisee and all of its affiliates must not be in default of any provision of the Agreement, any amendment hereof or successor hereto, or any other agreement between Franchisee and Franchisor or its affiliates. Franchisee and all of its affiliates will have substantially complied with all the terms and conditions of such agreements during the terms thereof, and without limiting the above, neither Franchisee nor any of its affiliates will have committed more than three (3) defaults during any twelve (12)-month period during the term hereof;

2.2.4 Franchisee and all of its affiliates must have satisfied all monetary obligations owed by Franchisee to Franchisor and its affiliates under the Agreement and have timely met those obligations throughout the term of the Agreement;

2.2.5 Franchisee must present evidence satisfactory to Franchisor that Franchisee has the right to remain in possession of the Premises for the duration of the renewal term (including, without limitation, providing Franchisor a complete copy of Franchisee's lease and all exhibits and amendments thereto) or will obtain Franchisor's approval of a new location for the Restaurant for the duration of the renewal term;

2.2.6 Franchisee must, at Franchisor's option, execute Franchisor's then-current form of franchise agreement (but only for such renewal terms as are provided by the Agreement), which will supersede the Agreement in all respects, and the terms of which may differ from the terms of the Agreement including, without limitation, a higher royalty fee and advertising contribution and a smaller or modified Franchisee's Territory, except that Franchisee will not be required to pay any initial franchise fee (but will be required to pay the renewal fee set forth in Section 2.2.9);

2.2.7 Franchisee must execute, and must cause each of its affiliates to execute, a general release, in a form prescribed by Franchisor, of any claims against Franchisor and its affiliates, and their respective officers, directors, agents, and employees;

2.2.8 Franchisee must comply with Franchisor's then-current qualification and training requirements; and

2.2.9 Franchisee must pay Franchisor a renewal fee in the amount of thirty-three percent (33%) of Franchisor's then-current initial franchise fee.

2.3 Holding Over. If Franchisee continues to accept the benefits of the Agreement after the expiration of the term without satisfying the renewal conditions described in Section 2.2, then Franchisor, at its option and in its sole discretion, may treat the Agreement as either: (a) expired as of the date of expiration, meaning that Franchisee is operating without a license and in violation of Franchisor's rights; or (b) continuing on a month-to-month basis (each month an "Interim Period"). In the latter case, all of Franchisee's obligations will remain in full force and effect during each Interim Period as if the Agreement had not expired, but either Franchisor or Franchisee may terminate the Agreement for convenience upon thirty (30) days advance written notice to the other party. No Interim Period creates any new franchise rights, and, upon expiration of the final Interim Period, Franchisee will be bound by, *inter alia*, all obligations of the Agreement which by their terms or by reasonable implication, in whole or in part, arise upon, or are to be performed after, expiration, termination, or transfer of the Agreement, including, without limitation, those contained in Sections 11, 17, and 18 hereof.

3. DUTIES OF FRANCHISOR

3.1 Plans and Specifications. At no charge to Franchisee, Franchisor will make available (a) a preliminary layout for the site for the Restaurant based on Franchisor's standard plans for Franchisee's adaptation as described in Section 5.1 including exterior and interior design and layout, and (b) specifications for fixtures, furnishings, and signs. Franchisee acknowledges that such layout and specifications will not contain the requirements of any federal, state, or local law, code, or regulation (including, without limitation, those concerning the Americans with

Disabilities Act (the “ADA”) or similar rules governing public accommodations or commercial facilities for persons with disabilities).

3.2 Training. Franchisor will provide training as set forth in Section 6.

3.3 Opening Assistance. Franchisor will provide one representative to provide such on-site, pre-opening and opening assistance as Franchisor, in its sole discretion, deems appropriate.

3.4 Additional Assistance. On Franchisee’s reasonable request, and in Franchisor’s sole discretion, Franchisor will make available to Franchisee advice and assistance on the proper implementation of the System and operation of the Restaurant, including additional marketing and IT support beyond the standard support provided to franchisees. Franchisor may charge a reasonable hourly fee for such advice and assistance.

3.5 Advertising and Promotional Materials. Franchisor will make available to Franchisee advertising and promotional materials as provided in Section 13.

3.6 Confidential Operating Manual. Franchisor will provide Franchisee, on loan, one copy of Franchisor’s Confidential Operating Manual (the “Manual”) as described in Section 10.

3.7 Products. During the required time period of operations of the Restaurant, as specified by Franchisor in the Manual or otherwise in writing from time to time, Franchisor or Begcom will make available to Franchisee for sale, or designate or approve other suppliers who will make available to Franchisee for sale, products, ingredients, menu items, and supplies as Franchisor may designate in the Manual or in writing from time to time.

3.8 Brand Fund. Franchisor or its affiliate will administer an advertising and brand promotion fund in the manner set forth in Section 13.

3.9 Inspections. Franchisor may conduct inspections of Franchisee’s operation of the Restaurant including annual inspections prior to the Restaurant’s opening each season in Franchisor’s sole discretion.

3.10 Performance by Designee. Franchisee acknowledges and agrees that any duty or obligation imposed on Franchisor by the Agreement may be performed by any designee, employee, or agent of Franchisor as Franchisor may direct.

4. FEES

4.1 Initial Franchise Fee. As consideration for the franchise granted herein, Franchisee must pay to Franchisor the applicable initial franchise fee checked off below upon execution of the Agreement:

☐ Twenty-Five Thousand Dollars ($25,000) if the Restaurant will have seating for up to one hundred fifty (150) customers; or

☐ Forty Thousand Dollars ($40,000) if the Restaurant will have seating for more than one hundred fifty (150) customers.

The entire initial franchise fee is fully earned and non-refundable in consideration of administrative and other expenses incurred by Franchisor in granting this franchise and for Franchisor's lost or deferred opportunity to enter into the Agreement with others.

4.2 Royalty Fees. Franchisee must pay to Franchisor for each Accounting Period (described below) a continuing royalty fee in an amount equal to the greater of five percent (5%) of Gross Sales for each Accounting Period or Five Hundred Dollars ($500), which must be paid to Franchisor in accordance with Section 4.6; provided, however, that if applicable law prohibits Franchisee from paying a percentage of revenue from the sale of alcoholic beverages, Franchisee must pay Franchisor for each Accounting Period an amount equal to the greater of six and one-half percent (6.5%) of Gross Sales (excluding revenues from the sale of alcoholic beverages) for each Accounting Period or Five Hundred Dollars ($500).

4.3 Gross Sales; Accounting Period. "Gross Sales" means all revenues generated from sales of all products and services conducted at, from, or with respect to the Restaurant whether such sales are evidenced by cash, check, credit, charge, account, gift cards, loyalty cards, barter, or exchange, and any proceeds from business interruption insurance coverage. Gross Sales will not include the sale of products or services for which refunds have been made in good faith to customers, the sale of equipment or furnishings used in the operation of the Restaurant, revenue derived from the sale or issuance of System gift or loyalty cards (although revenue derived from the sale of products and services paid for with gift or loyalty cards is included), any reduction in revenue due to discounts or coupon sales, any sales taxes or other taxes collected from customers by Franchisee and paid directly to the appropriate taxing authority. "Accounting Period" means every seven (7) days beginning on Monday and ending on Sunday. Each Monday Franchisee must pay to Franchisor all amounts due to Franchisor for the previous Monday through Sunday (i.e., the previous Accounting Period) via electronic funds transfer ("EFT") as set forth in Section 4.6 and Section 4.7. Franchisor hereby expressly reserves the right to designate such other period (which may include a shorter period) as the Accounting Period that Franchisor may specify in the Manual or in writing from time to time.

4.4 Payments to Begcom. Franchisee must pay Begcom for all products and supplies that Franchisee purchases from Begcom on the terms and conditions described in the Commissary Agreement described in Section 7.4.3.1.

4.5 Advertising Expenditures. Franchisee must make monthly expenditures and contributions for advertising and promotion as specified in Section 13.

4.6 Payments. All payments to Franchisor required by Section 4.2 and Section 13 must be paid at the beginning of each Accounting Period based on the Gross Sales from the preceding Accounting Period. All such payments must be made by EFT in the manner set forth in Section 4.7. All such payments must be accompanied by such Gross Sales reports as Franchisor requires under Section 12.2. Any payment or Gross Sales report not actually received by Franchisor on or before such date will be deemed overdue. If any payment or Gross Sales report is overdue, Franchisee must pay Franchisor immediately upon demand, in addition to the overdue amount, a "late charge" of one hundred dollars ($100), plus interest on the overdue amount from the date it was due until received by Franchisor, at the rate of eighteen percent (18%) per annum, or the maximum rate permitted by applicable law. Entitlement to such late charges will be in addition to any other remedies Franchisor may have. Franchisee will not be entitled to set off any payments required to be made under this Section 4 against any monetary claim it may have against Franchisor. Franchisor may require Franchisee to make any or all payments under the Agreement to an affiliate of Franchisor.

4.7 Bank Account. Franchisee must maintain a designated bank account for the operation of the Restaurant and all revenues from operation of the Restaurant must be deposited into such bank account within two (2) days of receipt including, without limitation, cash, checks, credit card receipts, or the value of other forms of payment. The designated bank account must be located within the United States and governed by its laws. As set forth in Section 4.3, each Monday Franchisor will automatically withdraw from Franchisee's designated bank account described in this Section 4.7 all amounts due to Franchisor for the previous Monday through Sunday via EFT. Franchisor currently intends to provide an invoice to Franchisee reflecting the amounts to be withdrawn, but is not required to do so. Upon execution of the Agreement, Franchisee must execute Exhibit H and furnish to Franchisor, the bank and account number, a voided check from the bank account, and written authorization for Franchisor to withdraw funds from the bank account via EFT without further consent or authorization based upon Franchisor's calculation of royalties, advertising contributions and other payments contemplated by Section 12 (including, without limitation, Brand Fund fees), and all other amounts due under the Agreement. Franchisee must execute any further documents as may be necessary to effectuate and maintain the EFT and direct deposit arrangement if required by Franchisor. If Franchisee changes banks or accounts for the bank accounts required by this Section 4.7, Franchisee must provide such information concerning the new accounts and an authorization to make withdrawals therefrom prior to such change. Franchisee's failure to provide such information concerning the bank accounts required by this Section 4.7 for any new accounts or Franchisee's withdrawal of consent to withdrawals for whatever reason and by whatever method will be a breach of the Agreement.

5. OPENING OF THE RESTAURANT

5.1 Construction. Franchisee must renovate or construct, and equip, the Restaurant at Franchisee's own expense. Before commencing any renovation or construction of the Restaurant, Franchisee, at its expense, must adapt the preliminary plans and drawings that Franchisor provides to Franchisee under Section 3.1 above by having prepared draft and final architectural drawings and specifications of the Premises by a licensed architect or engineer. Such draft and final drawings and specifications must be submitted to Franchisor for its prior written approval. The drawings and specifications must not thereafter be changed or modified without the prior written approval of Franchisor. Franchisor's approval hereunder will not relate to Franchisee's obligations with respect to any federal, state, or local laws, codes or regulations including, without limitation, the applicable provisions of the ADA regarding the construction, design, and operation of the Restaurant, which will be Franchisee's sole responsibility.

5.2 Permits. Franchisee will be responsible, at Franchisee's expense, for conforming the premises to local ordinances, building codes and the ADA, and for obtaining all zoning classifications, permits, and clearances including, without limitation, certificates of occupancy and certificates of health, which may be required by federal, state or local laws, ordinances, or regulations, or which may be necessary or advisable owing to any restrictive covenants relating to the premises or required by the lessor.

5.3 Opening Deadline. Franchisee must obtain Franchisor's written approval prior to first opening the Restaurant, which approval will not be unreasonably withheld. Franchisee must commence operation of the Restaurant not later than one hundred eighty (180) days after the date of the Agreement, if Franchisee has selected a site prior to the execution hereof or, if Franchisee has executed the Site Selection Addendum, within one hundred eighty (180) days after obtaining an Approved Location. The parties agree that time is of the essence in the opening of the Restaurant.

6. TRAINING

6.1 Initial Training Program. Prior to the opening of the Restaurant, Franchisee (or, if Franchisee is a corporation, partnership, or limited liability company, a principal of Franchisee approved by Franchisor) and all managers of the Restaurant, approved by Franchisor, must attend and complete to Franchisor's satisfaction the initial training program offered by Franchisor. Any persons subsequently employed by Franchisee in the position of manager must also attend and complete Franchisor's training program, to Franchisor's satisfaction, within ninety (90) days of their date of hire.

6.2 Additional Programs. Franchisee, Franchisee's managers, and other employees must also attend such additional courses, seminars, conferences, monthly or annual meetings, and other training programs as Franchisor may reasonably require from time to time, and for which Franchisor may charge a fee.

6.3 Training Expenses. All trainings and meetings required by this Section 6, will be at such times and places as may be designated by Franchisor, and also may be conducted via Internet, intranet, conference call, or such other means as Franchisor determines in its sole discretion. For all training courses, seminars and programs required by Section 6.1 hereof, Franchisor will provide, at no charge to Franchisee, instructors, training materials, and technical training tools. Franchisee will be responsible for any reasonable registration fees and all other expenses incurred by Franchisee and its employees in connection with the initial training program and any additional courses, seminars, and other training programs, and mandatory meetings and/or conferences including, without limitation, the costs of transportation, lodging, meals, and wages.

7. OPERATIONAL OBLIGATIONS

7.1 Operating Standards. Franchisee understands and acknowledges that every detail of the Restaurant is important to Franchisee, Franchisor and other franchisees in order to develop and maintain high operating standards, to increase the demand for the products sold by all Beggars Pizza® restaurants operating under the System, and to protect Franchisor's reputation and goodwill.

7.2 Shop Operations. Franchisee must use the Premises solely for the operation of the business franchised hereunder; must keep the Restaurant open and in normal operation for such minimum hours and days as Franchisor may specify; must refrain from using or permitting the use of the Premises for any other purpose or activity at any time without first obtaining the written consent of Franchisor; and must operate the Restaurant in strict conformity with such methods, standards, and specifications as Franchisor may from time to time prescribe in the Manual or otherwise in writing. Franchisee must refrain from deviating from such standards, specifications, and procedures without Franchisor's prior written consent.

7.3 Trade Secret Items, Commissary Items, and Other Items. Franchisor has developed certain proprietary, confidential and trade secret recipes that are part of the System including, without limitation, pizza dough, spaghetti and pizza sauces, sausage, and secret spice blends, and may develop additional such recipes and products from time to time. Franchisor sells such products through Begcom or other designated suppliers. Franchisee acknowledges and agrees that such items are essential to the operation of the Restaurant. Begcom is the designated supplier of certain additional food items and supplies (including, without limitation, cheeses, sausages, and paper products), some of which bear the Proprietary Marks and some of which do not bear the Proprietary Marks, and Franchisor may from time to time specify in the Manual or otherwise in writing certain other parties that will be designated suppliers for specified products, materials, supplies, paper goods, fixtures, furnishings and equipment used or sold at the Restaurant. Franchisee acknowledges and agrees that it must purchase such items from Begcom or such other designated suppliers in order to assure the uniform quality and image associated with the Restaurant.

7.4 Adherence to Standards and Specifications. To ensure that the highest degree of quality and service is maintained, Franchisee must operate the Restaurant in strict conformity with such methods, standards, and specifications as Franchisor may from time to time prescribe in the Manual or otherwise in writing. Franchisee must:

7.4.1 Maintain in sufficient supply as Franchisor may prescribe in the Manual or otherwise in writing, and to use at all times, only such products and ingredients acquired from a supplier or suppliers designated or approved by Franchisor, and such other ingredients, products, materials, supplies, paper goods, fixtures, furnishings, equipment, signs and menu items, as conform with Franchisor's standards and specifications, and to refrain from deviating therefrom by the use of nonconforming items, without Franchisor's prior written consent. Franchisor may designate itself or an affiliate to be an approved supplier, or the only approved supplier, of any products or other items;

7.4.2 Sell or offer for sale only such menu items, and other products and services as have been expressly approved for sale in writing by Franchisor; to sell or offer for sale all types of menu items, and other products and services specified by Franchisor, including all items on the then-current approved menu; to refrain from any deviation from Franchisor's standards and specifications without Franchisor's prior written consent; and to discontinue selling and offering for sale any menu items, or any other products or services that Franchisor may, in its discretion, disapprove in writing at any time. Any time Franchisor notifies Franchisee that an item will become an approved product, or that an item will no longer be an approved product, Franchisor will specify a deadline by which Franchisee must offer such approved product for sale or must cease selling the item that is no longer an approved product. The deadline will be at least thirty (30) days after Franchisor gives Franchisee the notice (or such shorter period as may be reasonably necessary for new approved products that are designated by Franchisor as mandatory menu items); and

7.4.3 Purchase products and supplies designated by Franchisor solely from Franchisor, Begcom, or such other designated sources as Franchisor may describe in the Manual or otherwise in writing from time to time.

7.4.3.1 Franchisee must enter into Begcom's then-current commissary agreement ("Commissary Agreement") for the purchase of products designated by Franchisor for purchase from Begcom during the term hereof and must make payment to Begcom as required thereunder.

7.4.3.2 If Franchisee fails to make any payment in full to Franchisor, its designee, or Begcom for any reason when due under the Agreement, the Commissary Agreement, or otherwise, Franchisor and Begcom may, among other remedies, (a) suspend or refuse shipment to Franchisee of additional products until such payment has been made, and (b) require payment for any or all future shipments of products to be made on a cash-on-delivery basis.

7.4.4 All products must be stored, maintained, and served in strict conformity with Franchisor's standards, specifications, and procedures including, without limitation, stored in equipment approved by Franchisor in the Manual or in writing from time to time from the time of delivery to the time of sale as Franchisor may specify in the Manual or otherwise in writing from time to time.

7.4.5 All products must be fresh and served in strict accordance with the temperature, appearance, and quality standards prescribed in the Manual or otherwise in writing from time to time and any products failing to meet such standards will not be offered for sale or sold by Franchisee. Franchisor may require that any product be immediately removed from sale if Franchisee reasonably believes the products are not fresh or are of substandard quality during any inspection. Franchisee must immediately remove such products from sale upon Franchisor's request.

7.4.6 To use and display only the standard menu format required by Franchisor, as the same may be revised by Franchisor from time to time. Any change in the menu format must be approved in writing by Franchisor prior to use.

7.4.7 To sell all products hereunder at retail and not sell such products at wholesale or for re-sale, and to refrain from selling any products at any location other than the Approved Location, except as described in Section 7.4.9.

7.4.8 To use, in the operation of the Restaurant, such standards, specifications, and procedures as prescribed by Franchisor.

7.4.9 To offer approved food products (a) for sale and consumption on the Premises, (b) for sale to customers on the Premises to "take out" for consumption off the Premises, (c) for delivery to customers off the Premises for consumption off the Premises, (d) for catering, (e) upon Franchisor's prior written consent, for sale and consumption off the Premises at temporary locations for fund raising and other special events, and (f) for sale in such other ways as Franchisor may specify from time to time.

7.4.10 To serve alcoholic beverages from the Restaurant, subject to local laws and ordinances and the availability and procurement of all required licenses and permits.

7.4.11 To refrain from selling or advertising any products or services hereunder on the Internet without Franchisor's prior, written approval.

7.4.12 To refrain from mailing or delivering, or directing any third party from mailing or delivering, by any means, any of the following hard copy, print advertising: door hangers, hand-out advertisements, coupons, mailers, or other hard copy advertisements to business and residential addresses outside of Franchisee's Territory; provided, however, that any hard copy print advertisement in a newspaper, or any other advertising by television, radio, the Internet, or any other print or electronic medium will not be subject to this restriction. Franchisor may determine acceptable and unacceptable advertising related to this Section 7.4.12, in the Manual, or otherwise in writing from time to time in its sole discretion. Franchisor's determination will be binding.

7.4.13 To participate in all promotional programs developed by Franchisor for the System and comply with all of Franchisor's policies regarding advertising and promotion including, without limitation, participation in gift card programs, gift certificate programs, loyalty programs, and coupon or discount programs (except as prohibited by applicable law), as prescribed by Franchisor in the Manual or otherwise in writing from time to time. Such participation may include, without limitation: (a) selling and offering for sale gift certificates or gift cards which may be redeemed at any Beggars Pizza® restaurant for menu items or products; (b) honoring coupons and discounts advertised by Franchisor; (c) permitting customers who purchased gift certificates or gift cards from another Beggars Pizza® restaurant or Franchisor or earned loyalty program rewards through participation in System loyalty programs to redeem their gift cards, gift certificates, or loyalty program rewards, for menu items or products at the Restaurant; (d) participating in Franchisor's customer complaint program which may require Franchisee to offer free gift certificates or credits at Franchisee's expense to customers complaining about service at the Restaurant; and (e) installing and using the required equipment or information systems necessary to allow customers to participate in System loyalty programs at Franchisee's expense. Franchisee acknowledges and agrees that such participation may also require the payment and/or transfer of gift card revenue to a centralized account controlled by Franchisor, its affiliate, or to a designated third party for the administration of the gift card program.

7.4.14 To participate in all online, electronic, or centralized ordering programs developed or designated by Franchisor for the System, and only such online, electronic, or centralized ordering programs developed or designated by Franchisor, as prescribed by Franchisor in the Manual or otherwise in writing from time to time. Such participation may include, without limitation, installing and using, at Franchisee's expense, the required fixtures, equipment, and information systems necessary for participation, and paying to Franchisor and/or a designated third- party provider the then-current fees associated with such programs.

7.5 Delivery Services. Franchisee must provide delivery service of all approved menu items to customers located in Franchisee's Territory during the term of the Agreement in accordance with Franchisor's then-current delivery standards as set forth in the Manual. Franchisee acknowledges and agrees that such standards may include minimum delivery hours, acceptable methods of payment, and other customer service standards. Franchisee's delivery rights are not exclusive, and other Beggars Pizza® restaurants may accept delivery orders and provide delivery in Franchisee's Territory. Franchisee may provide delivery of approved menu items outside of Franchisee's Territory except for any geographic areas specified in Exhibit A.

7.6 Fixtures, Furnishings, and Equipment. Franchisee must purchase and install, at Franchisee's expense, all fixtures, furnishings, supplies, equipment including, without limitation, décor and signs as Franchisor may reasonably direct from time to time, and must refrain from installing or permitting to be installed on or about the Premises any fixtures, furnishings, equipment, décor, signs, or other items without Franchisor's prior written consent.

7.7 Sources of Products. All products sold or offered for sale at the Restaurant, and other products, materials, supplies, paper goods, fixtures, furnishings, and equipment used or sold at the Restaurant, must meet Franchisor's then-current standards and specifications, as established in the Manual or otherwise in writing. Except as provided in Section 7.3 and Section 7.4.3, Franchisee must purchase all food items, ingredients, supplies, materials, and other products and equipment used or offered for sale at the Restaurant for which Franchisor has established standards or specifications solely from Franchisor, an affiliate of Franchisor, or suppliers (including manufacturers, distributors, and other sources) designated by Franchisor that demonstrate to the continuing reasonable satisfaction of Franchisor the ability to meet Franchisor's standards and specifications, who possess adequate quality controls and capacity to supply Franchisee's needs promptly and reliably, and who have been approved by Franchisor in the Manual or otherwise in writing. Franchisor may require Franchisee to purchase any approved products, equipment, and merchandise solely from Franchisor or an affiliate of Franchisor. If Franchisee desires to purchase products from a party other than an approved supplier, Franchisee must submit to Franchisor a written request to approve the proposed supplier, together with such evidence of conformity with Franchisor's specifications as Franchisor may reasonably require. Franchisor may require that its representatives be permitted to inspect the supplier's facilities and that samples from the supplier be delivered for evaluation and testing either to Franchisor or an independent testing facility designated by Franchisor. Franchisee must pay a charge not to exceed the cost of the evaluation and testing. Franchisor must use its best efforts to notify Franchisee in writing of its approval or disapproval of the proposed supplier within thirty days after the completion of such evaluation and testing. Franchisee must not sell or offer for sale any products of the proposed supplier until Franchisor's written approval of the proposed supplier is received. Franchisor may from time to time revoke its approval of particular products or suppliers when Franchisor determines, in its sole discretion, that such products or suppliers no longer meet Franchisor's standards. Upon receipt of written notice of such revocation, Franchisee must cease to sell any disapproved products and cease to purchase from any disapproved supplier. Franchisee must use products purchased from approved suppliers solely for the purpose of operating the Restaurant and not for any other purpose including, without limitation, resale. Nothing in the foregoing will be construed to require Franchisor to make available to prospective suppliers, standards and specifications for formulas including, without limitation, recipes or ingredients for proprietary or trade secret products that Franchisor deems confidential in its sole discretion. Notwithstanding the above, Franchisor may require Franchisee to purchase any approved products, equipment, merchandise, or services used in the Restaurant solely from Franchisor or an affiliate of Franchisor.

7.8 Initial Inventory. At the time the Restaurant opens for the first time, Franchisee must stock the initial inventory of products and supplies prescribed by Franchisor in the Manual or otherwise in writing. Thereafter, Franchisee must stock and maintain all types of approved products in quantities sufficient to meet reasonably anticipated customer demand.

7.9 On-Premises Supervision. The Restaurant must at all times be under the direct, on-premises supervision of an individual who has satisfactorily completed the training as required by Section 6.1 hereof. Franchisee must maintain a competent, conscientious, trained staff, including a manager (who may be Franchisee) who has completed the training described in Section 6.1 hereof. Franchisee must take such steps as are necessary to ensure that its employees preserve good customer relations; render competent, prompt, courteous, and knowledgeable service; wear uniforms of the color, design, and other specifications that Franchisor requires; present a neat and clean appearance during all hours of operation; and meet such additional minimum standards as Franchisor may establish from time to time in the Manual. Franchisee and its employees will handle all customer complaints, refunds, returns, and other adjustments in a manner that will not detract from the name and goodwill of Franchisor. Franchisee must take such steps as are necessary to ensure that its employees do not violate Franchisor's policies relating to the use of Networking Media Sites (as defined in Section 8.8) including, without limitation, prohibiting employees from posting any information relating to Franchisor, the System, the Proprietary Marks, or the Restaurant on any Networking Media Site that is inconsistent with such policies. Franchisee will be solely responsible for all employment decisions and functions of the Restaurant including, without limitation, those related to hiring, firing, training, wage and hour requirements, record-keeping, supervision, and discipline of employees.

7.10 Inspections. Franchisee must permit Franchisor and its agents to enter the Premises at any time during normal business hours for the purpose of conducting inspections; must cooperate with representatives of Franchisor in such inspections by rendering such assistance as they may reasonably request; and, upon notice from Franchisor or its agents, and without limiting Franchisor's other rights under the Agreement, must take such steps as may be necessary to correct immediately any deficiencies detected during any such inspection. Should Franchisee, for any reason, fail to correct such deficiencies within a reasonable time as determined by Franchisor, Franchisor will have the right, but not the obligation, to correct any deficiencies which may be susceptible to correction by Franchisor and to charge Franchisee a reasonable fee for Franchisor's expenses in so acting, payable to Franchisor upon demand. The foregoing will be in addition to such other remedies Franchisor may have.

7.11 Advertising Materials. Franchisee must ensure that all advertising and promotional materials, signs, decorations, and other items specified by Franchisor bear the Proprietary Marks in the form, color, location, and manner prescribed by Franchisor.

7.12 Maintenance of Premises. Franchisee must maintain the Premises (including the adjacent public areas) in a clean, orderly condition and in excellent repair; and, in connection therewith, Franchisee must, at its expense, make such additions, alterations, repairs and replacements thereto (but no others without Franchisor's prior written consent) as may be required for that purpose including, without limitation, such periodic repainting or replacement of obsolete signs, furnishings, equipment, and décor as Franchisor may reasonably direct.

7.13 Refurbishment. At Franchisor's request, but no more than once every five (5) years, unless sooner required by Franchisee's lease, Franchisee must refurbish the Premises, at its expense, to conform to the building design, trade dress, color schemes and presentation of the Proprietary Marks in a manner consistent with the then-current image for new Beggars Pizza® restaurants. Such refurbishment may include, without limitation, structural changes, remodeling, redecoration, and modifications to existing improvements.

7.14 Changes to the System. Franchisee will not implement any change, amendment, or improvement to the System without the express prior written consent of Franchisor. Franchisee must notify Franchisor in writing of any change, amendment or improvement in the System that Franchisee proposes to make, and must provide to Franchisor such information as Franchisor requests regarding the proposed change, amendment, or improvement. Franchisor may incorporate the proposed change, amendment, or improvement into the System and will thereupon obtain all right, title, and interest therein without compensation to Franchisee.

7.15 Compliance With Lease. Franchisee must comply with all the terms of its lease or sublease and all other agreements affecting the operation of the Restaurant; must promptly furnish Franchisor a copy of its lease, upon request; must undertake best efforts to maintain a good and positive working relationship with its landlord and/or lessor; and must refrain from any activity which may jeopardize Franchisee's right to remain in possession of, or to renew the lease or sublease for, the Premises.

7.16 Health and Safety Standards. Franchisee must meet and maintain the highest health and safety standards and ratings applicable to the operation of the Restaurant. Franchisee must furnish to Franchisor within forty-eight (48) hours after receipt thereof, a copy of any violation or citation which indicates Franchisee's failure to maintain local health or safety standards in the operation of the Restaurant.

7.17 Pricing. To the extent permitted by applicable law, Franchisor may establish and communicate suggested retail prices, or establish maximum and/or minimum prices, for the products and services offered, sold, and advertised by Franchisee. Similarly, to the extent permitted by applicable law, Franchisee must adhere to the prices established by Franchisor. Franchisor may modify the prices from time to time in its reasonable discretion.

7.18 Customer Surveys and Secret Shoppers. Franchisor may establish reasonable customer satisfaction standards and a scoring system for customer satisfaction ratings as prescribed from time to time in the Manual or otherwise in writing, based on customer surveys or secret shopper programs conducted by Franchisor or its designee. Franchisee must continuously maintain acceptable customer satisfaction ratings (as reasonably determined by Franchisor and described in the Manuals or otherwise in writing) throughout the term of the Agreement. Franchisee acknowledges and agrees that its maintenance of such customer satisfaction ratings throughout the term hereof is a material obligation of Franchisee.

7.19 Payment Card Surcharges. Franchisee must comply with all applicable payment card network rules, operating regulations, and applicable federal, state, and local laws before imposing any surcharge, convenience fee, or similar charge on customers for the use of credit cards, debit cards, or other payment methods. Franchisee will not impose any surcharge, convenience fee, or similar charge on customers unless Franchisee has verified that (a) the surcharge is permitted under applicable law and card network rules, (b) Franchisee's point-of-sale system is capable of correctly calculating and disclosing the surcharge, and (c) all required disclosures have been provided to customers as required by applicable law and card network rules. Franchisor may prohibit Franchisee from imposing surcharges or convenience fees if Franchisor determines, in its sole discretion, that Franchisee's surcharging practices do not comply with applicable law or card network rules, or could adversely affect the reputation or goodwill of the System or Proprietary Marks.

8. TECHNOLOGY AND DATA

8.1 Computer System and Required Software.

8.1.1 Franchisor may specify or require that certain brands, types, makes, and/or models of technology, communications, computer systems, and hardware be used by Franchisee including, without limitation, (a) point-of-sale systems and back office systems, (b) data management, audio, video, and digital display systems for use at the Restaurant, (c) printers, tablets, kiosks, and other peripheral hardware or devices, (d) data backup and cloud storage systems, (e) Internet connectivity requirements (including minimum speed and reliability standards), and (f) physical, electronic, cybersecurity, and other security systems (collectively, the "Computer System").

8.1.2 Franchisor will have the right, but not the obligation, to develop, have developed for it, or designate (a) software applications and programs that Franchisee must use in connection with the Computer System (the "Required Software"), including cloud-based, web-based, or locally-installed applications, that Franchisee must implement at Franchisee's expense, (b) updates, upgrades, supplements, modifications, or enhancements to the Required Software that Franchisee must implement at Franchisee's expense, (c) the media, format, or platform upon which Franchisee will store data, and (d) the database architecture and file structure of the Computer System.

8.1.3 At Franchisor's request, Franchisee must purchase, lease, license, or subscribe to, and thereafter maintain, the Computer System and Required Software. Franchisor may remotely access, retrieve, and use data and information from Franchisee's Computer System or Required Software as Franchisor deems necessary at any time including, without limitation, to administer, support, maintain, secure, and improve the System, to provide services to Franchisee, and to verify compliance with the Agreement and System standards; provided, however, that Franchisor will not access or retrieve Employee Data (as defined in Section 8.2.2) from Franchisee's systems, and Franchisee will not provide Franchisor with access to any Employee Data, including, without limitation, any biometric identifiers or biometric information, timekeeping data, personnel files, payroll data, medical information, or similar human resources data. Franchisee expressly agrees to comply with Franchisor's standards and specifications for all items associated with Franchisee's Computer System and Required Software. Franchisee must keep the Computer System in good working order and install, implement, or deploy such additions, changes, modifications, substitutions, and/or replacements to the Computer System or Required Software as Franchisor directs from time to time in writing. Franchisee's compliance with this Section 8.1 will be at Franchisee's sole cost and expense.

8.2 Data Classification. For purposes of the Agreement, data collected, created, or maintained in connection with the operation of the Restaurant will be classified into the following categories:

8.2.1 "Franchise Operations Data" means all data created, collected, or derived in connection with the System or the Restaurant's operation, including, without limitation, customer names, contact information, and purchase history; transaction and sales data; product and inventory data; delivery and online ordering data; marketing and promotional data; loyalty and gift card program data; customer satisfaction and survey data; operational metrics; and any data transmitted between Franchisee's Computer System and Franchisor's systems. Franchise Operations Data expressly excludes Employee Data (defined in Section 8.2.2). Franchise Operations Data is owned exclusively by Franchisor during and after the Term, and Franchisor may use it in any manner that Franchisor deems appropriate without compensation to Franchisee. Copies or originals must be provided to Franchisor upon request. Franchisor licenses Franchise Operations Data to Franchisee, at no additional cost, solely for the Term and solely for use in operating the Restaurant. This license terminates automatically upon the Agreement's termination or expiration.

8.2.2 "Employee Data" means all data relating to Franchisee's employees, job applicants, and independent contractors including, without limitation, personnel and employment records; payroll, wage, and tax information; benefits and leave records; medical, health, and workers' compensation information; background check results; disciplinary records; work schedules; training records (other than records relating to completion of Franchisor's required training programs under Section 6); and any biometric identifiers or biometric information as defined under the Illinois Biometric Information Privacy Act, 740 ILCS 14/1 et seq. ("BIPA"), or analogous law ("Biometric Information"). Employee Data is owned and controlled exclusively by Franchisee. Franchisor has no ownership interest in, access to, or control over Employee Data. Franchisee is solely responsible for collecting, using, storing, securing, retaining, and disposing of Employee Data in compliance with applicable law (including BIPA), and Franchisor disclaims any responsibility or liability for Employee Data. Any decision to collect or use Biometric Information is made solely by Franchisee at Franchisee's sole risk and expense.

8.3 Data Protection. Subject to applicable law, Franchisor may, from time to time, specify in the Manual (or otherwise in writing) the Franchise Operations Data that Franchisee must collect and maintain, and Franchisee must provide to Franchisor such reports as Franchisor may reasonably request from the Franchise Operations Data so collected and maintained. Franchisee acknowledges that federal and state governments have enacted and may continue to enact comprehensive data privacy, data protection, and data security laws that impose obligations on businesses that collect, use, disclose, or sell personal information of consumers and employees, including, without limitation, applicable state comprehensive consumer privacy laws, biometric privacy laws, and data breach notification laws, and Franchisee must comply with all such applicable laws at Franchisee's sole cost and expense. Franchisee will not publish, disseminate, implement, revise, or rescind any privacy policy applicable to Franchise Operations Data without Franchisor's prior written consent as to said policy. Franchisee will maintain a separate privacy policy and any required notices for Employee Data in compliance with applicable law, over which Franchisor will have no approval right or control. To the extent applicable law requires designation of a data controller, processor, or equivalent role for Franchise Operations Data, the parties will cooperate in good faith to determine the appropriate designation consistent with Section 8.2 and applicable law. Franchisee is the sole controller of Employee Data for purposes of applicable privacy laws.

8.4 Data Incidents. In the event of any actual or suspected data breach, security incident, or unauthorized access to or disclosure of any Franchise Operations Data or other personal information maintained in connection with the operation of the Restaurant (a "Data Incident"), Franchisee must: (a) notify Franchisor immediately, and in no event later than forty-eight (48) hours, after Franchisee becomes aware of the Data Incident, (b) cooperate fully with Franchisor in investigating the Data Incident and mitigating its effects, (c) comply with all applicable data breach notification laws at Franchisee's sole cost and expense, (d) upon Franchisor's request, engage a third-party forensic investigator approved by Franchisor to investigate the Data Incident at Franchisee's expense, and (e) take all reasonable steps to prevent recurrence. Franchisor will have the right, but not the obligation, to participate in and direct the response to any Data Incident that involves Franchise Operations Data or that could reasonably be expected to adversely affect the System, the Proprietary Marks, or other franchisees. Franchisee will be solely responsible for all costs associated with any Data Incident arising from Franchisee's operation of the Restaurant including, without limitation, notification costs, credit monitoring services, regulatory fines, and litigation expenses.

8.5 Extranet. Franchisor may, but is not obligated to, establish a website or similar portal providing private and secure communications between Franchisor, Franchisee, franchisees, licensees and other persons and entities as determined by Franchisor ("Extranet"). If Franchisor does establish an Extranet, then Franchisee must comply with Franchisor's requirements (as set forth in the Manual or otherwise in writing) with respect to connecting to the Extranet and utilizing the Extranet in connection with the operation of the Restaurant. The Extranet may include, without limitation, the Manual, training and other assistance materials, and management reporting solutions (both upstream and downstream, as Franchisor may direct). Franchisee must purchase and maintain such computer software and hardware (including, without limitation, telecommunications capacity) as may be required to connect to and utilize the Extranet.

8.6 No Outsourcing Without Prior Written Approval. Franchisee will not hire third party or outside vendors to perform any services or obligations in connection with the Computer System, Required Software, or any other of Franchisee's obligations without Franchisor's prior written approval. Franchisor's consideration of any proposed outsourcing vendors may be conditioned upon, among other things, such third party or outside vendor's entry into a confidentiality agreement with Franchisor and Franchisee in a form that is provided by Franchisor. The provisions of this Section 8.6 are in addition to and not instead of any other provision of the Agreement.

8.7 Mobile Applications. Franchisor may establish or use, and require Franchisee to use, one or more mobile applications (a "Mobile App") for online ordering (as described in Section 7.4.14 above) or electronic payments, or any similar or related application for use in connection with the System. The term "Mobile App" will include any application for use on smartphones, tablets, or other mobile devices, and may include a loyalty or reward program or other features. If Franchisor requires Franchisee to use a Mobile App, then Franchisee must comply with

Franchisor's requirements (as set forth in the Manuals or otherwise in writing) for connecting to, and utilizing, such technology in connection with Franchisee's operation of the Restaurant.

8.8 Changes to Technology. Franchisee and Franchisor acknowledge and agree that changes to technology are dynamic and not predictable within the term of the Agreement. In order to provide for inevitable but unpredictable changes to technological needs and opportunities, Franchisor may establish reasonable new standards for the implementation of technology in the System. Franchisee must abide by those reasonable new standards established by Franchisor as if the Agreement were periodically revised by Franchisor for that purpose.

9. PROPRIETARY MARKS

9.1 Franchisor's Representations. Franchisor represents with respect to the Proprietary Marks:

9.1.1 Franchisor's affiliate, APG Enterprises, Inc. (the "Trademark Owner"), is the owner of all right, title, and interest in and to the Proprietary Marks;

9.1.2 The Trademark Owner has granted Franchisor the right to use, and to license others to use, the Proprietary Marks in accordance with the Agreement; and

9.1.3 The Trademark Owner has taken and will take all steps reasonably necessary to preserve and protect the ownership and validity of the Proprietary Marks.

9.2 Franchisee's Use of the Proprietary Marks. With respect to Franchisee's use of the Proprietary Marks:

9.2.1 Franchisee must use only the Proprietary Marks designated by Franchisor, and must use them only in the manner authorized and permitted by Franchisor;

9.2.2 Franchisee must use the Proprietary Marks only for the operation of the Restaurant and only at the Approved Location, or in advertising for the Restaurant conducted at or from the Approved Location;

9.2.3 Unless otherwise authorized or required by Franchisor, Franchisee must operate and advertise the Restaurant only under the name "Beggars Pizza®" and must use all Proprietary Marks without prefix or suffix. Franchisee will not use the Proprietary Marks as part of its corporate or other legal name;

9.2.4 During the term of the Agreement, Franchisee must identify itself as the owner of the Restaurant in the manner required by Franchisor in conjunction with any use of the Proprietary Marks including, without limitation, on invoices, order forms, receipts, business stationery, and contracts with all third parties or entities. Franchisee must display notices to that effect in such content and form at such conspicuous locations as Franchisor designates in writing;

9.2.5 Franchisee's right to use the Proprietary Marks is limited to such uses as are authorized under the Agreement, and any unauthorized use thereof will constitute an infringement of the Trademark Owner's rights and will entitle Franchisor to exercise all of its rights under the Agreement in addition to all rights available at law or in equity;

9.2.6 Franchisee must not use the Proprietary Marks to incur any obligation or indebtedness on behalf of Franchisor;

9.2.7 Franchisee must execute any documents deemed necessary by Franchisor to obtain protection for the Proprietary Marks or to maintain their continued validity and enforceability;

9.2.8 Franchisee must promptly notify Franchisor of any suspected unauthorized use of the Proprietary Marks, any challenge to the validity of the Proprietary Marks, or any challenge to Franchisor's ownership of, Franchisor's right to use and to license others to use, or Franchisee's right to use, the Proprietary Marks. Franchisee acknowledges that Franchisor has the sole right to direct and control any administrative proceeding or litigation involving the Proprietary Marks including any settlement. Franchisor has the right, but not the obligation, to take action against uses by others that may constitute infringement of the Proprietary Marks. Franchisor will defend Franchisee against any third-party claim, suit, or demand arising out of Franchisee's use of the Proprietary Marks. If Franchisor, in its sole discretion, determines that Franchisee has used the Proprietary Marks in accordance with the Agreement, the cost of such defense, including the cost of any judgment or settlement, will be borne by Franchisor. If Franchisor, in its sole discretion, determines that Franchisee has not used the Proprietary Marks in accordance with the Agreement, the cost of such defense, including the cost of any judgment or settlement, will be borne by Franchisee. If any litigation relating to Franchisee's use of the Proprietary Marks arises, Franchisee must execute any documents and perform such acts as may be necessary to carry out such defense or prosecution in Franchisor's sole opinion including, without limitation, becoming a nominal party to any legal action. Except to the extent that such litigation is the result of Franchisee's use of the Proprietary Marks in a manner inconsistent with the terms of the Agreement, Franchisor will reimburse Franchisee for its out-of-pocket costs in doing such acts; and

9.2.9 Franchisee will not attempt to register or otherwise obtain any interest in any Internet domain name or URL containing any of the Proprietary Marks or any other word, name, symbol, or device which is likely to cause confusion with any of the Proprietary Marks.

9.3 Acknowledgements. Franchisee expressly understands and acknowledges that:

9.3.1 Franchisor is the owner of all right, title, and interest in and to the Proprietary Marks and the goodwill associated with and symbolized by them, and Franchisor has the right to use, and license others to use, the Proprietary Marks;

9.3.2 The Proprietary Marks are valid and serve to identify the System and those who are authorized to operate under the System;

9.3.3 During the term of the Agreement and after its expiration or termination, Franchisee will not directly or indirectly contest the validity of the Trademark Owner's ownership of, or Franchisor's right to use and to license others to use, the Proprietary Marks;

9.3.4 Franchisee's use of the Proprietary Marks does not give Franchisee any ownership interest or other interest in or to the Proprietary Marks;

9.3.5 Any goodwill arising from Franchisee's use of the Proprietary Marks will inure solely and exclusively to the benefit of the Trademark Owner, and upon expiration or termination of the Agreement and the license granted herein, no monetary amount will be assigned to Franchisee or any of its principals, affiliates, subsidiaries, successors, licensees, or assigns as attributable to any goodwill associated with Franchisee's use of the System or the Proprietary Marks;

9.3.6 Except as specified in Section 1.3 hereof, the license of the Proprietary Marks granted hereunder to Franchisee is nonexclusive, and Franchisor and its affiliates thus have and retain the rights, without limitation, to (a) use the Proprietary Marks in connection with selling products and services, (b) grant other licenses for the Proprietary Marks, (c) develop and establish other systems using the Proprietary Marks, similar proprietary marks, or any other proprietary marks, and (d) grant licenses thereto without providing any rights to Franchisee; and

9.3.7 Franchisor may modify, add to, or discontinue use of the Proprietary Marks, or substitute different proprietary marks, for use in identifying the System and the businesses operating thereunder in Franchisor's sole discretion. Franchisee must promptly comply with such changes, revisions, and/or substitutions and bear all the costs of modifying Franchisee's signs, advertising materials, interior graphics, and any other items bearing the Proprietary Marks.

9.4 Websites. Unless otherwise approved in writing by Franchisor, Franchisee will not establish a separate Website. However, Franchisor may require that Franchisee have one or more references or webpages as designated and approved in advance by Franchisor within Franchisor's principal Website (currently, www.beggarspizza.com) (the "Franchisor's Website"). The term "Website" means an interactive electronic document contained in a network of computers linked by communications software, commonly referred to as the Internet including, without limitation, any account, page, or other presence on a social or business networking media site, such as Meta, Twitter, LinkedIn, and on-line blogs and forums (collectively, "Networking Media Sites"). Franchisor may require that Franchisee not have any Website other than the webpages made available on Franchisor's Website. However, if Franchisor approves a separate Website for Franchisee (which Franchisor is not obligated to approve and which approval, if granted, may later be revoked by Franchisor), then each of the following provisions will apply:

9.4.1 Franchisee specifically acknowledges and agrees that any Website owned, established, or maintained by or for the benefit of Franchisee will be deemed "advertising" under the Agreement and will be subject to, among other things, Franchisor's prior review and approval;

9.4.2 Before establishing any Website, Franchisee must submit to Franchisor, for Franchisor's prior written approval, a sample of the proposed Website domain name, format, visible content (including, without limitation, proposed screen shots), and non-visible content (including, without limitation, metatags) in the form and manner Franchisor may reasonably require;

9.4.3 If approved, Franchisee will not materially modify such Website without Franchisor's prior written approval as to such proposed modification;

9.4.4 Franchisee must comply with the standards and specifications for Websites that Franchisor may periodically prescribe in the Manual or otherwise in writing;

9.4.5 If required by Franchisor, Franchisee must establish such hyperlinks to Franchisor's Website and other Websites as Franchisor may request in writing;

9.4.6 Neither Franchisee, its principals, or any of Franchisee's employees will make any posting or other contribution to a Networking Media Site relating to Franchisor, the System, the Proprietary Marks, or the Restaurant that (a) is derogatory, disparaging, or critical of Franchisor, (b) is offensive, inflammatory, or indecent, (c) harms the goodwill and public image of the System and/or the Proprietary Marks, or (d) violates Franchisor's policies relating to the use of Networking Media Sites.

9.5 <u>Domain Names</u>. If Franchisor grants its approval for Franchisee's use of a generic, national, and/or regionalized domain name, Franchisor will have the right to own and control said domain name at all times and may license it to Franchisee for the term of the Agreement on such terms and conditions as Franchisor may reasonably require including, without limitation, the requirement that Franchisee reimburse Franchisor's associated costs. If Franchisee already owns any domain names, or hereafter registers any domain names, then Franchisee must notify Franchisor in writing and assign said domain names to Franchisor and/or a designee that Franchisor specifies.

9.6 <u>Online Use of Proprietary Marks and E-mail Solicitations</u>. Franchisee will not use the Proprietary Marks or any abbreviation or other name associated with Franchisor and/or the System as part of any e-mail address, domain name, and/or other identification of Franchisee in any electronic medium. Franchisee will not transmit or cause any other party to transmit advertisements or solicitations by e-mail or other electronic media without first obtaining Franchisor's written consent to (a) the content of such e-mail advertisements or solicitations, and (b) Franchisee's plan for transmitting such advertisements. In addition to any other provision of the Agreement, Franchisee will be solely responsible for compliance with all laws pertaining to e-mails including, without limitation, the U.S. Controlling the Assault of Non-Solicited Pornography and Marketing Act of 2003.

9.7 Prohibition on Unauthorized Use or Licensing of Proprietary Marks and System. Franchisee will not, directly or indirectly, solicit, negotiate, or enter into any agreement, arrangement, or understanding with any third party regarding (a) the use, licensing, sublicensing, or exploitation of the Proprietary Marks, (b) the use, licensing, sublicensing, or exploitation of the System or any element thereof, (c) the establishment or operation of any business using the Proprietary Marks or System, or (d) the expansion, relocation, or opening of any additional location beyond the Approved Location, in each case without Franchisor's prior written consent. Franchisee will not represent to any third party that Franchisee has the authority to grant any rights in the Proprietary Marks or the System, or to authorize any third party to use the Proprietary Marks or the System. Any violation of this Section 9.7 will constitute a material breach of the Agreement entitling Franchisor to terminate the Agreement without opportunity to cure pursuant to Section 16.2.

10. OPERATING MANUAL

10.1 Standards of Operation. In order to protect the reputation and goodwill of Franchisor and to maintain high standards of operation under the System, Franchisee must operate the Restaurant in accordance with the standards, methods, policies, and procedures specified in the Manual, one copy of which Franchisee will receive on loan from Franchisor for the term of the Agreement upon completion by Franchisee of Franchisor's initial training program to Franchisor's satisfaction. The Manual may consist of multiple volumes of printed text, computer disks, other electronically stored data, DVDs, and/or videotapes. Franchisor may provide a portion or all of the Manual including, without limitation, updates, amendments, and other instructional information and materials in or via electronic media including, without limitation, through the Internet. If Franchisee's copy of the Manual is lost, stolen, or destroyed, Franchisee must obtain another copy of the Manual from Franchisor and pay Franchisor a replacement fee of Two Hundred Fifty Dollars ($250).

10.2 Confidentiality. Franchisee must treat the Manual, any other manuals created for or approved for use in the operation of the Restaurant, and the information contained therein, as confidential, and must use all reasonable efforts to maintain such information as secret and confidential. Franchisee will not copy, duplicate, record, or otherwise reproduce the foregoing materials, in whole or in part, or otherwise make the same available to any unauthorized person.

10.3 Exclusive Property. The Manual will remain the sole property of Franchisor and will be kept in a secure place on the Premises.

10.4 Revisions to Manual. Franchisor may from time to time revise the contents of the Manual, and Franchisee expressly agrees to comply with each new or changed standard. Franchisee must ensure that the Manual is kept current at all times. If any dispute as to the contents of the Manual arises, the terms of the master copy maintained by Franchisor at Franchisor's home office will be controlling.

11. CONFIDENTIAL INFORMATION

11.1 Confidential Information. Franchisee will not, during the term of the Agreement or thereafter, communicate, divulge or use for the benefit of any other person, partnership, association, limited liability company, or corporation any confidential information, knowledge or know-how concerning the methods of operation of the System including, without limitation, the Manual, recipes, ingredients, cooking procedures, customer lists, customer personal information, drawings, materials, or equipment which may be communicated to Franchisee or of which Franchisee may be apprised by virtue of Franchisee's operation under the terms of the Agreement ("Confidential Information"). Franchisee will divulge such Confidential Information only to such of its employees as must have access to it in order to operate the Restaurant and only subject to confidentiality obligations at least as protective as those in the Agreement. Any information, knowledge, know-how, techniques, and other Franchise Operations Data that Franchisor designates as confidential will be deemed Confidential Information for the purposes of the

Agreement. Notwithstanding the foregoing, nothing in the Agreement prohibits Franchisee from disclosing Confidential Information directly to a federal or state regulatory agency, law enforcement authority, or legislative body to the extent necessary to report potential violations of applicable law or assist in governmental investigative, enforcement, or oversight efforts.

11.2 Confidentiality Agreements. At Franchisor's request, Franchisee must require Franchisee's managers and other such personnel having access to any Confidential Information as Franchisor requires to execute non-competition covenants and covenants that they will maintain the confidentiality of information they receive in connection with their employment by Franchisee at the Restaurant. Such covenants must be in the form attached hereto as Exhibit C.

11.3 Irreparable Injury. Franchisee acknowledges that any failure to comply with the requirements of this Section 11 will cause Franchisor irreparable injury, and Franchisee must pay all court costs and reasonable attorneys' fees incurred by Franchisor in obtaining specific performance of, or an injunction against violation of, the requirements of this Section 11 or such other relief sought by Franchisor.

12. ACCOUNTING AND RECORDS

12.1 Gross Sales Reports. Franchisee must record all sales on a point-of-sale recordkeeping and control system designated by Franchisor, or on any other equipment specified by Franchisor in the Manual or otherwise in writing. Franchisee must maintain a record of all Gross Sales and expenses using such software or other means as specified by Franchisor in the Manual or otherwise in writing. Franchisee must provide Franchisor with such Gross Sales records together with Franchisee's Royalty Fee payments as required by Section 4.6 hereof. Such reports must be submitted to Franchisor by such means as designated by Franchisor in the Manual or otherwise in writing including, without limitation, an Internet-based management system or other system that allows Franchisor instant, unrestricted access to Franchisee's sales information. Any report not actually received by Franchisor on or before the due date will be deemed overdue. If a report is overdue, all payments to Franchisor for that Accounting Period, whether or not timely received, will be deemed overdue until such time as Franchisor has received the required report, and late charges will be due as provided in Section 4.6. Franchisor may access any business information or Franchise Operations Data collected and generated on Franchisee's point-of-sale system to the extent Franchisor deems it necessary including, without limitation, to administer the System, verify payments due under the Agreement, provide support to Franchisee, and monitor compliance with System standards and security requirements.

12.2 Other Reports. Franchisee must, at Franchisee's expense, submit to Franchisor in the form prescribed by Franchisor, within fifteen (15) days after the close of each month, unaudited financial statements showing the results of operations of the Restaurant during the preceding calendar month including, without limitation, a complete and accurate profit and loss statement and balance sheet, and such other forms, reports, records, information, and data as Franchisor may reasonably designate.

12.3 Annual Financial Statements. Franchisee must, at Franchisee's expense, submit to Franchisor in the form prescribed by Franchisor, within ninety (90) days after the end of each fiscal year, Franchisee's financial statements for the preceding fiscal year including, without limitation, a complete and accurate profit and loss statement and balance sheet, which may be unaudited but, upon Franchisor's request, will be reviewed in accordance with generally accepted accounting principles.

12.4 Preservation of Records. Franchisee must prepare, and must preserve for at least seven (7) years from the dates of their preparation (or such longer period as may be required under applicable law), complete and accurate books, records, and accounts in accordance with generally accepted accounting principles and in the form and manner prescribed by Franchisor from time to time in the Manual or otherwise in writing.

12.5 Inspection and Audit. Franchisor and its designated agents have the right to examine, inspect, and copy at all reasonable times Franchisee's books, records, accounts, and tax returns at Franchisor's expense. Franchisor and its designated agents may also conduct an independent audit of Franchisee's books at any time. If any inspection or audit reveals that there has been an understatement of Gross Sales, any payment owed to Franchisor, or any other amount required to be reported under this Agreement, Franchisee shall immediately pay to Franchisor upon demand: (a) the amount of any resulting underpayment; (b) interest on such amount from the date originally due until paid, at the rate of eighteen percent (18%) per annum, or the maximum rate permitted by applicable law; and (c) all reasonable costs and expenses Franchisor incurred in connection with the inspection or audit, including travel, lodging, personnel costs, and accounting and legal fees. The foregoing remedies will be in addition to any other remedies Franchisor may have.

13. ADVERTISING AND PROMOTION

Recognizing the value of advertising and promotion, and the importance of the standardization of advertising and promotion programs to the furtherance of the goodwill and public image of the System, the parties agree as follows:

13.1 Grand Opening Advertising. At least forty-five (45) days prior to the opening of the Restaurant, Franchisee must prepare and submit to Franchisor for its approval a grand opening advertising and promotional program in the form and manner prescribed by Franchisor in writing. Franchisee must expend at least Ten Thousand Dollars ($10,000) on such grand opening advertising and promotion within thirty (30) days after the opening of the Restaurant.

13.2 Local Advertising and Promotion. During the term of the Agreement, except for the first three calendar months of operation of the Restaurant, Franchisee must expend, on a monthly basis, an amount equal to at least two percent (2%) of Franchisee's Gross Sales from the previous month on local marketing, advertising, and promotion. Notwithstanding the foregoing, Franchisee must expend at least Three Thousand Dollars ($3,000) on local marketing, advertising, and promotion during each of the first three (3) calendar months that the Restaurant is open, with the first month prorated if the Restaurant is open for only a partial month. All local marketing, advertising, and promotion must be conducted in such manner as Franchisor may, in its sole discretion, direct in the Manual or otherwise in writing.

13.3 Verification of Advertising Expenditures. Franchisee must submit verification of the expenditures required by Sections 13.1 and 13.2 hereof, along with verification of the addresses to which any hard copy advertisements were delivered, mailed, or directed, to Franchisor in the form and manner prescribed by Franchisor in the Manual or otherwise in writing from time to time.

13.4 Brand Fund Fee. During the term of the Agreement, Franchisee must pay to the System's advertising and brand promotion fund (the "Brand Fund") a fee in an amount equal to one percent (1%) of Franchisee's Gross Sales from the preceding Accounting Period. Such contributions to the Brand Fund will be in addition to any expenditures made pursuant to Sections 13.1 and 13.2 hereof and must be made in accordance with Sections 4.6 and 4.7 hereof.

13.5 Brand Fund. The Brand Fund will be maintained and administered by Franchisor or its affiliate as follows:

13.5.1 Franchisor or its affiliate will direct all advertising programs, with sole discretion over the concepts, materials, and media used in such programs and the placement and allocation thereof. Franchisee agrees and acknowledges that the Brand Fund is intended to maximize general public recognition, acceptance, and use of the System and that Franchisor or its affiliate is not obligated while administering the Brand Fund to make expenditures for Franchisee that are equivalent or proportionate to Franchisee's contributions or to ensure that any particular franchisee benefits directly or indirectly from expenditures by the Brand Fund.

13.5.2 The Brand Fund, all contributions thereto, and any earnings thereon, will be used exclusively to meet any costs of maintaining, administering, directing, conducting and preparing advertising, marketing, public relations, and/or promotional programs and materials, and any other activities which Franchisor or its affiliate believes will enhance the image of the System including, without limitation, the costs of preparing and conducting radio, cable television, print, and Internet-based advertising campaigns; utilizing Networking Media Sites and other emerging media or promotional tactics; developing, maintaining, and updating a Website on the Internet; review of locally produced advertisements; door hangers, mailers, inserts and coupons; brochures and promotional materials; market research, market surveys, and sponsorships; web site design and maintenance; public relations and related retainers; mystery shoppers for the System and competitors; celebrity endorsements; trade shows including, without limitation, costs of travel and personnel expenses, trade booths, and specialty entertainment; association dues; search engine optimization; employing advertising and/or public relations agencies; purchasing promotional items; menu development and developing menu items; providing promotional and other marketing materials and services to the businesses operating under the System; developing poster, banners, and signs; and advertising for the sale of franchises.

13.5.3 All sums paid by Franchisee to the Brand Fund will be maintained in an account separate from the other monies of Franchisor and will not be used to defray any of Franchisor's or its affiliate's expenses, except for such reasonable costs and overhead, if any, as Franchisor or its affiliate may incur in activities reasonably related to the direction and implementation of the Brand Fund and advertising programs for franchisees and the System including, without limitation, costs of personnel for creating and implementing advertising, promotional and marketing programs, accounting expenses, and other out of pocket expenses to third parties incurred by the Brand Fund. The Brand Fund and any earnings thereon will not otherwise inure to the benefit of Franchisor or its affiliate. Franchisor will maintain separate bookkeeping accounts for the Brand Fund. Franchisor has formed an affiliated entity to control and administer the Brand Fund. Franchisee acknowledges that neither Franchisor nor its affiliate is a fiduciary to Franchisee of the monies in the Brand Fund.

13.5.4 It is anticipated that all contributions to and earnings of the Brand Fund will be expended for advertising and/or promotional purposes during the taxable year within which the contributions are made. If, however, excess amounts remain in the Brand Fund at the end of such taxable year, all expenditures in the following taxable years will be made first out of accumulated earnings from previous years, next out of earnings in the current year, and finally from contributions.

13.5.5 Although the Brand Fund is intended to be of perpetual duration, Franchisor or its affiliate maintains the right to terminate the Brand Fund. The Brand Fund will not be terminated until all monies in the Brand Fund have been expended for advertising and/or promotional purposes.

13.6 Advertising Materials. All advertising and promotion (including, without limitation, any design, advertisement, sign, or form of publicity) by Franchisee must be in such media and of such type and format as Franchisor may approve, must be conducted in a dignified manner, and must conform to such standards and requirements as Franchisor may specify. Franchisee will not use any such advertising or promotional plans or materials unless and until Franchisee has received written approval from Franchisor, pursuant to the procedures and terms set forth in Section 13.7. Franchisor may make available to Franchisee from time to time, pre-approved advertising that Franchisee must use during such season and at such times as Franchisor will specify in writing. Franchisor may make available such promotional materials including, without limitation, newspaper mats, coupons, merchandising materials, point-of-purchase materials, special promotions, and similar advertising and promotional materials at Franchisee's expense.

13.7 Franchisor Approval. Franchisee must submit to Franchisor samples of all advertising and promotional plans and materials (including, without limitation, any design, advertisement, sign, or form of publicity) and proposed coupons for any print, broadcast, cable, electronic, computer, or other media (including, without limitation, the Internet) that Franchisee desires to use and that have not been prepared or previously approved by Franchisor within the preceding six (6) months (as provided in Section 22), for Franchisor's prior approval (including with respect to prices to be charged). Any request by Franchisee for Franchisor's approval of advertising materials must be addressed to Franchisor and marked "Attention: Advertising Department – Ad Review." Franchisee will not use such plans or materials or coupons until they have been approved in writing by Franchisor. If written notice of approval is not received by Franchisee from Franchisor within fifteen (15) days of the date of receipt by Franchisor of such samples or materials, Franchisor will be deemed to have disapproved them.

13.8 Directory Listings. Franchisee must, at its expense, obtain listings in the white and yellow pages of local telephone directories. Franchisee must comply with Franchisor's specifications concerning the form and size of such listings, and the number of directories in which such listings will be placed. Franchisee's expenditures for the advertising described in this Section 13.8 will be in addition to any expenditures required under this Section 13.

13.9 Photographs of the Restaurant. Franchisor may photograph the interior and exterior of the Restaurant and use such photographs in any advertising or promotional materials. Franchisor is not obliged to compensate Franchisee or Franchisee's employees for use of the Restaurant or Franchisee's employees in any advertising or promotional materials. Franchisee must cooperate in securing the consent of persons photographed for such use.

13.10 Advertising Cooperative. Franchisor may designate any geographical area for the purposes of establishing a regional advertising and promotional cooperative ("Cooperative") and determine whether a Cooperative is applicable to the Restaurant in Franchisor's discretion. If a Cooperative has been established applicable to the Restaurant at the time Franchisee commences operations, Franchisee must immediately become a member of the Cooperative. If a Cooperative applicable to the Restaurant is established at any later time during the term of the Agreement, Franchisee must become a member of such Cooperative no later than thirty (30) days after the date on which the Cooperative commences operation. If the Restaurant is within the territory of more than one Cooperative, Franchisee will be required to be a member of only one Cooperative:

13.10.1 Each Cooperative will be organized and governed in a form and manner, will commence operation on a date approved by Franchisor, and will operate pursuant to written governing documents, all of which must be approved in advance by Franchisor in writing.

13.10.2 Each Cooperative will be organized for the exclusive purpose of administering regional advertising programs and developing, subject to Franchisor's approval, standardized advertising materials for use by the members in local advertising.

13.10.3 No promotional or advertising plans or materials may be used by a Cooperative or furnished to its members without the prior approval of Franchisor. All such plans and materials must be submitted to Franchisor in accordance with the procedure set forth in Section 13.7.

13.10.4 Each Cooperative may require its members to make contributions to the Cooperative in such amounts as determined by the Cooperative; provided, however, that Franchisee will not be required to contribute to any Cooperative in excess of two percent (2%) of Gross Sales during any calendar year, unless two-thirds of the members of the Cooperative vote in favor of a greater contribution. Franchisee's payments made under this Section 13.10.4 will be credited towards the expenditure required to be made under Section 13.2.

13.10.5 Each member franchisee will submit to the Cooperative the amount invoiced by the Cooperative or Franchisor, as described in Section 4.6, its contribution as provided in Section 13.10.4, together with such other statements or reports as may be required by Franchisor or by the Cooperative with Franchisor's prior approval.

13.10.6 Franchisor, in its sole discretion, may grant to any franchisee an exemption for any length of time from the requirement of membership in a Cooperative, upon written request of such franchisee stating the reasons supporting such exemption. Franchisor's decision concerning such request for exemption will be final. If an exemption is granted to a franchisee, such franchisee will be required to expend on local promotion and advertising in the full amount provided for in Section 13.2. Franchisor may require Cooperatives to be changed, dissolved, or merged in Franchisor's discretion.

14. INSURANCE

14.1 Minimum Insurance Requirements. Franchisee must procure, prior to the commencement of any operations under the Agreement, and must maintain in full force and effect at all times during the term of the Agreement, at Franchisee's expense, an insurance policy or policies protecting Franchisee, Franchisor, and their respective officers, directors, partners, agents, and employees against any demand or claim with respect to personal injury, death, or property damage, or any loss, liability, or expense whatsoever arising or occurring upon or in connection with the Restaurant including, without limitation, comprehensive general liability insurance, property and casualty insurance, business interruption insurance, statutory workers' compensation insurance, employer's liability insurance, product liability insurance, liquor liability (dram shop) insurance, cyber liability and data breach insurance, commercial umbrella or excess liability insurance, and automobile insurance for all vehicles used in connection with the Restaurant. Such policy or policies must be written by a responsible carrier or carriers acceptable to Franchisor, must name Franchisor and Begcom as additional insureds as specified by Franchisor, and must provide at least the types and minimum amounts of coverage specified in the Manual.

14.2 No Waiver. Franchisee's obligation to obtain and maintain the policy or policies in the amounts specified in the Manual will not be limited in any way by reason of any insurance which may be maintained by Franchisor, nor will Franchisee's performance of that obligation relieve it of liability under the indemnity provisions set forth in Section 21.3.

14.3 Franchisor Entitled to Recover. All public liability and property damage policies must contain a provision that Franchisor, although named as an insured, will nevertheless be entitled to recover under such policies on any loss occasioned to Franchisor or its servants, agents, or employees by reason of the negligence of Franchisee or its servants, agents, or employees.

14.4 Certificates of Insurance. Prior to the commencement of any operations under the Agreement, and thereafter at least thirty (30) days prior to the expiration of any policy, Franchisee must deliver to Franchisor and/or Begcom (as specified in the Manual) Certificates of Insurance evidencing the proper types and minimum amounts of coverage. All Certificates must expressly provide that no less than thirty (30) days' prior written notice must be given Franchisor if material alteration to or cancellation of the coverages evidenced by such Certificates occurs. Neither Franchisor nor Begcom will deliver any products under the Agreement until Franchisee has provided evidence of the required product liability insurance coverage to Franchisor and/or Begcom as specified in the Manual.

14.5 Franchisor's Right to Procure. Should Franchisee, for any reason, fail to procure or maintain the insurance required by the Agreement, as such requirements may be revised from time to time by Franchisor in the Manual or otherwise in writing, Franchisor will have the right and authority (but not the obligation) to procure such insurance and to charge same to Franchisee, which charges, together with an administrative surcharge of ten percent (10%), will be payable by Franchisee immediately upon notice. The foregoing remedies will be in addition to any other remedies Franchisor may have.

15. TRANSFER OF INTEREST

15.1 Franchisor’s Right to Transfer. Franchisor may transfer or assign the Agreement or any part of its rights or obligations herein to any person or legal entity. Any designated assignee of Franchisor will become solely responsible for all obligations of Franchisor under the Agreement from the date of assignment. Franchisee must execute such documents of attornment or otherwise as Franchisor requests.

15.2 Franchisee’s Conditional Right to Transfer. Franchisee understands and acknowledges that the rights and duties set forth in the Agreement are personal to Franchisee, and that Franchisor has granted this franchise in reliance on Franchisee’s (or, if Franchisee is a corporation, partnership, or limited liability company, its principals’) business skill, financial capacity, and personal character. Accordingly, neither Franchisee nor any immediate or remote successor to any part of Franchisee’s interest in the Agreement, nor any individual, partnership, limited liability company, corporation, or other legal entity which directly or indirectly owns any interest in Franchisee or in the Restaurant will sell, assign, transfer, convey, pledge, encumber, merge, or give away (collectively, “transfer”) any direct or indirect interest in the Agreement, in Franchisee, or in all or substantially all of the assets of the Restaurant without the prior written consent of Franchisor. Any purported assignment or transfer not having the written consent of Franchisor required by this Section 15.2 will be null and void and will constitute a material breach of the Agreement, for which Franchisor may immediately terminate without opportunity to cure pursuant to Section 16.2.6.

15.3 Conditions of Transfer. Franchisee must notify Franchisor orally and in writing sent by certified mail, return receipt requested, of any proposed transfer of any direct or indirect interest in the Agreement, in Franchisee, or in all or substantially all of the assets of the Restaurant (a) prior to Franchisee’s offering for sale (including, without limitation, advertising the sale of the Restaurant, the Restaurant’s assets, or any ownership interest in Franchisee), and (b) at least thirty (30) days before any transfer is proposed to take place. Franchisor will not unreasonably withhold its consent to a transfer. Franchisor may require any or all of the following as conditions of its approval in its sole discretion:

15.3.1 That all of Franchisee’s accrued monetary obligations and all other outstanding obligations to Franchisor and its affiliates have been satisfied;

15.3.2 That Franchisee is not in default of any provision of the Agreement, any amendment hereof or successor hereto, or any other agreement between Franchisee and Franchisor or its affiliates;

15.3.3 That the consideration or payment terms offered by a proposed transferee are not excessive or unreasonable, based on the gross revenues of the Restaurant and sale prices of other Beggars Pizza® restaurants in the System in Franchisor’s reasonable business judgment;

15.3.4 That the transferor executes a general release, in a form satisfactory to Franchisor, of any claims against Franchisor and its affiliates, and their respective officers, directors, agents, shareholders, and employees;

15.3.5 That (a) (i) the transferee (and if the transferee is other than an individual, such owners of a beneficial interest in the transferee as Franchisor may request) enters into a written assignment, in a form satisfactory to Franchisor, assuming and agreeing to discharge all of Franchisee's obligations under the Agreement, or (ii) the transferee executes, for a term ending on the expiration date of the Agreement and with such renewal terms as may be provided by the Agreement, Franchisor's then-current form of franchise agreement and other ancillary agreements as Franchisor may require for the Restaurant, which agreements will supersede the Agreement in all respects, and the terms of which may differ from the terms of the Agreement including, without limitation, a higher royalty fee and advertising contribution and a smaller or modified Franchisee's Territory, except that transferee will not be required to pay any initial franchise fee, and (b) the transferee or its principals guarantee the performance of all such obligations in writing in a form satisfactory to Franchisor;

15.3.6 That the transferee (and if the transferee is other than an individual, such owners of a beneficial interest in the transferee as Franchisor may request) demonstrates to Franchisor's satisfaction that it meets Franchisor's educational, managerial, and business standards; possesses a good moral character, business reputation, and credit rating; has the aptitude and ability to operate the Restaurant (as may be evidenced by prior related business experience or otherwise); and has adequate financial resources and capital to operate the Restaurant;

15.3.7 That Franchisee remains liable for all of the obligations to Franchisor in connection with the Restaurant which arose prior to the effective date of the transfer and execute any instruments reasonably requested by Franchisor to evidence such liability;

15.3.8 That the transferee (or, if the transferee is a corporation, partnership, or limited liability company, a principal of the transferee acceptable to Franchisor), or the transferee's manager (if transferee or transferee's principal will not manage the Restaurant), at the transferee's expense, completes any training programs then in effect upon such terms and conditions as Franchisor may reasonably require; and

15.3.9 That Franchisee pays to Franchisor a transfer fee of Seven Thousand Five Hundred Dollars ($7,500). However, in the case of a transfer to a corporation formed by Franchisee for the convenience of ownership, no such transfer fee will be required.

15.4 <u>No Security Interest</u>. Franchisee will not grant a security interest in the Restaurant or in any of the assets of the Restaurant unless the secured party agrees that if any default by Franchisee under any documents related to the security interest occurs, Franchisor will have the right and option, but not the obligation, to be substituted as obligor to the secured party and cure any default of Franchisee. If Franchisor exercises such option, any acceleration of indebtedness due to Franchisee's default will be void.

15.5 <u>Franchisor's Right of First Refusal</u>. If any party holding any direct or indirect interest in the Agreement, in Franchisee, or in all or substantially all of the assets of the Restaurant desires to accept any *bona fide* offer from a third party to purchase such interest, Franchisee must notify Franchisor as provided in Section 15.3, and must provide such information and documentation relating to the offer as Franchisor may require. Franchisor will have the right and option exercisable within thirty (30) days after receipt of such written notification to send written notice to the seller that Franchisor intends to purchase the seller's interest on the same terms and conditions offered by the third party. If Franchisor elects to purchase the seller's interest, the closing of such purchase will occur within thirty (30) days from the date of notice to the seller of the election to purchase by Franchisor. If Franchisor elects not to purchase the seller's interest, any material change thereafter in the terms of the offer from a third party will constitute a new offer subject to the same rights of first refusal by Franchisor as in the case of the third party's initial offer. Failure of Franchisor to exercise the option afforded by this Section 15.5 will not constitute a waiver of any other provision of the Agreement, including all of the requirements of this Section 15, with respect to a proposed transfer. If the consideration, terms, and/or conditions offered by a third party are such that Franchisor may not reasonably be required to furnish the same consideration, terms, and/or conditions, then Franchisor may purchase the interest proposed to be sold for the reasonable equivalent in cash. If the parties cannot agree within thirty (30) days on the reasonable equivalent in cash of the consideration, terms, and/or conditions offered by the third party, an independent appraiser will be designated by Franchisor at Franchisor's expense and the appraiser's determination will be binding.

15.6 Death or Incapacity. Upon the death or physical or mental incapacity of any person with an interest in the Agreement, in Franchisee, or in all or substantially all of the assets of the Restaurant, the executor, administrator, or personal representative of such person must transfer such interest to a third party approved by Franchisor within six (6) months after such death or incapacity. Such transfers including, without limitation, transfers by devise or inheritance will be subject to the same conditions as any *inter vivos* transfer. In the case of transfer by devise or inheritance, if the heirs or beneficiaries of any such person are unable to meet the conditions in this Section 15, the executor, administrator, or personal representative of the decedent must transfer the decedent's interest to another party approved by Franchisor within a reasonable time, which disposition will be subject to all the terms and conditions for transfers contained in the Agreement. If the interest is not disposed of within a reasonable time, Franchisor may terminate the Agreement pursuant to Section 16.2.7.

15.7 No Waiver. Franchisor's consent to a transfer of any interest in the Agreement, in Franchisee, or in all or substantially all of the assets of the Restaurant will not constitute a waiver of any claims it may have against the transferring party, nor will it be deemed a waiver of Franchisor's right to demand exact compliance with any of the terms of the Agreement by the transferor or transferee.

16. DEFAULT AND TERMINATION

16.1 Automatic Termination. Franchisee will be deemed to be in default under the Agreement, and all rights granted to Franchisee herein will automatically terminate without notice to Franchisee, if Franchisee will become insolvent or make a general assignment for the benefit of creditors; if a petition in bankruptcy is filed by Franchisee or such a petition is filed against and not opposed by Franchisee; if Franchisee is adjudicated a bankrupt or insolvent; if a bill in equity or other proceeding for the appointment of a receiver of Franchisee or other custodian for Franchisee's business or assets is filed and consented to by Franchisee; if a receiver or other custodian (permanent or temporary) of Franchisee's assets or property, or any part thereof, is appointed by any court of competent jurisdiction; if proceedings for a composition with creditors under any state or federal law should be instituted by or against Franchisee; if a final judgment remains unsatisfied or of record for thirty (30) days or longer (unless supersedeas bond is filed); if Franchisee is dissolved; if execution is levied against Franchisee's business or property; if suit to foreclose any lien or mortgage against the premises of the Restaurant or equipment is instituted against Franchisee and not dismissed within thirty (30) days; or if the real or personal property of the Restaurant will be sold after levy thereupon by any sheriff, marshal, or constable.

16.2 Notice Without Opportunity to Cure. Upon the occurrence of any of the following events of default, Franchisor may, at its option, terminate the Agreement and all rights granted hereunder, without affording Franchisee any opportunity to cure the default, effective immediately upon the provision of notice to Franchisee in the manner provided under Section 23:

16.2.1 If Franchisee fails to locate an approved site or to construct and open the Restaurant within the time limits provided in the Site Selection Addendum or Section 5.3;

16.2.2 If Franchisee or Franchisee's designated trainees fail to complete the initial training program or additional training described in Section 6.1 to Franchisor's satisfaction;

16.2.3 If Franchisee at any time ceases to operate or otherwise abandons the Restaurant, or loses the right to possession of the Premises, or otherwise forfeits the right to do or transact business in the jurisdiction where the Restaurant is located. However, if, through no fault of Franchisee, the Restaurant is damaged or destroyed by an event such that repairs or reconstruction cannot be completed within sixty (60) days thereafter, then Franchisee will have thirty (30) days after such event in which to apply for Franchisor's approval to relocate and/or reconstruct the Restaurant, which approval will not he unreasonably withheld;

16.2.4 If Franchisee is convicted of a felony, a crime involving moral turpitude, or any other crime or offense that Franchisor believes is reasonably likely to have an adverse effect on the System, the Proprietary Marks, the goodwill associated therewith or Franchisor's interest therein;

16.2.5 If a threat or danger to public health or safety results from the operation of the Restaurant;

16.2.6 If any purported assignment or transfer of any direct or indirect interest in the Agreement, in Franchisee, or in all or substantially all of the assets of the Restaurant is made to any third party without Franchisor's prior written consent, contrary to the terms of Section 15;

16.2.7 If an approved transfer is not effected within the time provided following death or mental incapacity, as required by Section 15.6;

16.2.8 If Franchisee fails to comply with the covenants in Section 18.2 or fails to obtain execution of the covenants required under Section 11.2;

16.2.9 If, contrary to the terms of Section 10 or Section 11, Franchisee discloses or divulges the contents of the Manual or other Confidential Information provided to Franchisee by Franchisor;

16.2.10 If Franchisee submits any false reports to Franchisor;

16.2.11 If Franchisee misuses or makes any unauthorized use of the Proprietary Marks or any other identifying characteristics of the System, or otherwise materially impairs the goodwill associated therewith or Franchisor's rights therein;

16.2.12 If Franchisee refuses to permit Franchisor to inspect the Premises, or the books, records, or accounts of Franchisee upon demand;

16.2.13 If Franchisee, upon receiving a notice of default under Section 16.3, fails to initiate immediately a remedy to cure such default; or

16.2.14 If Franchisee, after curing any default pursuant to Section 16.3, commits the same default again, whether or not cured after notice.

16.3 Notice With Opportunity to Cure. Except as otherwise provided in Section 16.1 and Section 16.2, upon any other default by Franchisee, Franchisor may terminate the Agreement by giving written notice of termination in the manner set forth under Section 23 stating the nature of the default to Franchisee at least thirty (30) days prior to the effective date of termination; provided, however, that Franchisee may avoid termination by immediately initiating a remedy to cure such default, curing it to Franchisor's satisfaction, and by promptly providing proof thereof to Franchisor within the applicable cure period. If any such default is not cured within the specified time, or such longer period as applicable law may require, the Agreement will terminate without further notice to Franchisee, effective immediately upon the expiration of the applicable cure period or such longer period as applicable law may require. Defaults which are susceptible of cure hereunder include the following illustrative events:

16.3.1 If Franchisee fails to maintain the cleanliness of the Restaurant or fails to comply with any of Franchisor's specifications;

16.3.2 If Franchisee fails to substantially comply with any of the requirements imposed by the Agreement, as it may from time to time reasonably be supplemented by the Manual, or failure to carry out the terms of the Agreement in good faith;

16.3.3 If Franchisee fails, refuses, or neglects to promptly pay any monies owing to Franchisor or its affiliates when due, or to submit the financial or other information required by Franchisor under the Agreement;

16.3.4 If Franchisee fails to maintain or observe any of the standards or procedures prescribed by Franchisor in the Agreement, the Manual, or otherwise in writing;

16.3.5 Except as provided in Section 16.2.6, if Franchisee fails, refuses, or neglects to obtain Franchisor's prior written approval or consent as required by the Agreement;

16.3.6 If Franchisee acts, or fails to act, in any manner which is inconsistent with or contrary to its lease or sublease for the Premises, or in any way jeopardizes its right to renewal of such lease or sublease;

16.3.7 If Franchisee engages in any business or markets any service or product under a name or mark which, in Franchisor's opinion, is confusingly similar to the Proprietary Marks;

16.3.8 If Franchisee receives any citation or notice of potential health code violation from the local board of health or Franchisor;

16.3.9 If Franchisee fails to provide delivery services within Franchisee's Territory as required by Section 7.5; or

16.3.10 If Franchisee fails to maintain acceptable customer satisfaction scores as prescribed by Franchisor from time to time in the Manual or otherwise in writing, based on customer surveys or secret shopper programs conducted by Franchisor or its designee.

16.4 Suspension of Product Shipments. Upon Franchisee's failure to cure any curable default under the Agreement as described in Section 16.3, Franchisor may suspend or refuse shipment to Franchisee of additional products which Franchisor or Begcom is providing to Franchisee pursuant to the Agreement in Franchisor's sole discretion until such time as Franchisee has cured Franchisee's default. Franchisor's exercise of its rights under this Section 16.4 will not be deemed a constructive termination of the Agreement or a breach by Franchisor of any provision of the Agreement. The remedy described in this Section 16.4 is not exclusive and will not deprive Franchisor or Begcom of any other remedies they may have under the Agreement (including, without limitation, termination of the Agreement), applicable law, or at equity.

16.5 Cross-Default. Any default by Franchisee under any other agreement between Franchisor or its affiliates as one party and Franchisee or any of Franchisee's owners or affiliates as the other party including, without limitation, the Commissary Agreement, that is so material as to permit Franchisor to terminate such other agreement, will be deemed to be a default of the Agreement, and Franchisor will have the right, at its option, to terminate the Agreement without affording Franchisee an opportunity to cure effective immediately upon notice to Franchisee.

17. OBLIGATIONS UPON TERMINATION OR EXPIRATION

Upon termination or expiration of the Agreement, all rights granted hereunder to Franchisee will forthwith terminate, and:

17.1 Cease Operations. Franchisee must immediately cease to operate the Restaurant, and will not thereafter, directly or indirectly, represent to the public or hold itself out as a present or former franchisee of Franchisor. Immediately upon the expiration or termination hereof, Franchisee must dispose of, and not sell, any proprietary or trade secret products sold hereunder including, without limitation, any products bearing the Proprietary Marks or contained in packaging bearing the Proprietary Marks.

17.2 Cease Use of Confidential Information and Marks. Franchisee must immediately and permanently cease to use, in any manner whatsoever, any confidential methods, procedures and techniques associated with the System; any Confidential Information; the Proprietary Mark "Beggars Pizza®" and all other Proprietary Marks and distinctive forms, slogans, signs, symbols, and devices associated with the System. In particular, Franchisee must cease to use, without limitation, all signs, advertising materials, displays, stationery, forms, products, and any other articles which display the Proprietary Marks. Moreover, Franchisee must permanently delete or destroy all Confidential Information and all Franchise Operations Data in Franchisee's possession or control in any form (including, without limitation, any exported files, local copies, customer lists, and customer personal information), except to the extent Franchisee is required to retain a copy pursuant to applicable law. Upon Franchisor's request, Franchisee must provide a written certification of such deletion or destruction. Franchisee will not retain such information for use outside the System following termination or expiration.

17.3 Cancellation of Registrations. Franchisee must take such action as may be necessary to cancel any assumed name registration or equivalent registration obtained by Franchisee which contains the mark "Beggars Pizza®" or any other Proprietary Marks, and Franchisee must furnish Franchisor with evidence satisfactory to Franchisor of compliance with this obligation within five (5) days after termination or expiration of the Agreement.

17.4 Assignment of Lease. Franchisee must, at Franchisor's option, assign to Franchisor any interest which Franchisee has in any lease or sublease for the Premises. If Franchisor does not elect to exercise its option to acquire the lease or sublease for the Premises, Franchisee must make such modifications or alterations to the premises immediately upon termination or expiration of the Agreement as may be necessary to distinguish the appearance of the premises from that of the Restaurant under the System, and must make such specific additional changes thereto as Franchisor may reasonably request for that purpose. If Franchisee fails or refuses to comply with the requirements of this Section 17.4, Franchisor will have the right to enter upon the premises without being guilty of trespass or any other tort for the purpose of making or causing to be made such changes as may be required at the expense of Franchisee, which expense Franchisee must pay upon demand.

17.5 Assignment of Telephone Number. Franchisee must cease using all telephone numbers and directory or other business listings used in connection with the Restaurant. At Franchisor's option, Franchisee must assign to Franchisor all rights to such telephone numbers and directory and other business listings, and must sign all forms and documents required by Franchisor and any telephone company to effect such transfer. Franchisee appoints Franchisor as Franchisee's true and lawful agent and attorney-in-fact with full power and authority for the sole purpose of taking such action as is necessary to complete such assignment and Franchisee must execute Exhibit E for such purpose. This power of attorney will survive the expiration, termination, or transfer of the Agreement. Franchisee is not entitled to any compensation from Franchisor if Franchisor exercises its rights or options under this Section 17.5.

17.6 Subsequent Use of Proprietary Marks Prohibited. If Franchisee continues to operate or subsequently begins to operate any other business, Franchisee will not use any reproduction, counterfeit, copy, or colorable imitation of the Proprietary Marks either in connection with such other business or the promotion thereof that is likely to cause confusion, mistake, or deception in Franchisor's sole opinion or which is likely to dilute Franchisor's rights in and to the Proprietary Marks in Franchisor's sole opinion. Franchisee will not utilize any designation of origin, description, or representation including, without limitation, references to Franchisor, the System, or the Proprietary Marks that suggests or represents a present or former association or connection with Franchisor, the System, or the Proprietary Marks in Franchisor's sole opinion.

17.7 Payment. Franchisee must promptly pay all sums owing to Franchisor and its affiliates. If termination for any default of Franchisee occurs, such sums will include all damages, costs, and expenses including, without limitation, reasonable attorneys' fees incurred by Franchisor as a result of the default, which obligation will give rise to and remain, until paid-in-full, a lien in favor of Franchisor against any of the personal property, furnishings, equipment, signs, fixtures, and inventory owned by Franchisee at the time of default.

17.8 Liquidated Damages. If the Agreement is terminated prior to the end of its term due to Franchisee's default, in addition to the amounts set forth in Section 17.7, Franchisee must promptly pay to Franchisor a lump sum payment as damages and not as a penalty for breaching the Agreement in an amount equal to (a) the average monthly continuing royalty fee and Brand Fund fee payable by Franchisee under Section 4.2 and Section 13.4 over the twelve (12)-month period immediately preceding the date of termination (or such shorter time period if the Restaurant has been open less than twelve (12) months) (b) multiplied by the lesser of (i) thirty-six (36) months, or (ii) the number of months then remaining in the then-current term of the Agreement. Franchisee acknowledges that a precise calculation of the full extent of the damages Franchisor will incur if termination of the Agreement occurs as a result of Franchisee's default is difficult to determine and that this lump sum payment is reasonable in light of the damages Franchisor will incur for Franchisee's premature termination of the Agreement. This lump sum payment will be in lieu of any damages Franchisor may incur as a result of Franchisee's default, but it will be in addition to all amounts provided in Section 17.7 and any attorneys' fees and other costs and expenses to which Franchisor is entitled under the terms of the Agreement including, without limitation, Section 26.8. Franchisee's payment of this lump sum will not affect Franchisor's right to obtain appropriate injunctive relief and remedies to enforce this Section 17 and the covenants set forth in Section 11 and Section 18.

17.9 Return Manual. Franchisee must immediately deliver to Franchisor the Manual and all other records, correspondence, and instructions containing Confidential Information relating to the operation of the Restaurant (and any copies thereof, even if such copies were made in violation of the Agreement), all of which are acknowledged to be the property of Franchisor, and will retain no copy or record of any of the foregoing, with the exception of Franchisee's copy of the Agreement, any correspondence between the parties and any other documents which Franchisee reasonably needs for compliance with any provision of law.

17.10 Transfer Websites. Franchisee must immediately irrevocably assign and transfer to Franchisor or its designee any interests Franchisee may have in the Website maintained by Franchisee in connection with the Restaurant and in the domain name and home page address related to such Website. Franchisee must immediately execute any documents and perform any other actions required by Franchisor to effectuate such assignment and transfer and otherwise ensure that all rights in such Website revert to Franchisor or its designee, and hereby appoints Franchisor as its attorney-in-fact to execute such documents on Franchisee's behalf if Franchisee fails to do so. Franchisee may not establish any Website using any similar or confusing domain name and/or home page address.

17.11 Franchisor's Option to Purchase Assets. Franchisor will have the option, to be exercised within thirty (30) days after termination, to purchase from Franchisee any or all of the equipment, furnishings, and signs related to the operation of the Restaurant at fair market value or at Franchisee's depreciated book value, whichever is less, and to purchase any or all supplies and inventory of the Restaurant at Franchisee's cost or depreciated book value, whichever is less. If the parties cannot agree on the price of any such items within a reasonable time, an independent appraisal will be conducted at Franchisor's expense, and the appraiser's determination will be binding. If Franchisor elects to exercise any option to purchase herein provided, Franchisor may set off all amounts due from Franchisee and the cost of the appraisal against any payment due.

17.12 Compliance With Covenants. Franchisee will comply with the covenants contained in Section 11.1 and Section 18.3.

18. COVENANTS

18.1 Best Efforts. Franchisee covenants that, during the term of the Agreement, except as otherwise approved in writing by Franchisor, Franchisee (or, if Franchisee is a corporation, partnership, or limited liability company, a principal, general partner, or member of Franchisee) or Franchisee's fully trained manager will devote full time and best efforts to the management and operation of the Restaurant.

18.2 In-Term Covenants. Franchisee specifically acknowledges that, pursuant to the Agreement, Franchisee will receive valuable, specialized training and Confidential Information including, without limitation, information regarding the operational, sales, promotional, and marketing methods and techniques of Franchisor and the System. Franchisee covenants that during the term of the Agreement, except as otherwise approved in writing by Franchisor, Franchisee will not, either directly or indirectly, for itself, or through, on behalf of, or in conjunction with any person or legal entity:

18.2.1 Divert or attempt to divert any present or prospective business or customer of any Restaurant to any competitor, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Proprietary Marks and the System; or

18.2.2 Own, maintain, operate, engage in, be employed by, provide any assistance or advice to, or have any interest in (as owner or otherwise) any business that offers or sells pizza, pizza products, Italian-style food, or other food items that are the same as or similar to the products being offered by the Restaurant under the System.

18.3 Post-Term Covenants. Franchisee covenants that, except as otherwise approved in writing by Franchisor, Franchisee will not, for a continuous uninterrupted period of two (2) years commencing upon the date of (a) a transfer permitted under Section 15, (b) expiration of the Agreement, (c) termination of the Agreement regardless of the cause for termination, (d) a final order of a duly authorized arbitrator, panel of arbitrators, or a court of competent jurisdiction (after all appeals have been taken) with respect to any of the foregoing or with respect to enforcement of this Section 18.3, or (e) any or all of the foregoing, either directly or indirectly for itself, or through, on behalf of, or in conjunction with any person or legal entity, own, maintain, operate, engage in, be employed by, provide assistance to, or have any interest in (as owner or otherwise) any business that (a) offers or sells pizza, pizza products, Italian-style food, or other food items that are the same as or similar to the products being offered by the Restaurant under the System, and (b) is, or is intended to be, located at or within:

18.3.1 Franchisee's Territory;

18.3.2 Ten (10) miles of the Approved Location; or

18.3.3 Ten (10) miles of any business operating under the Proprietary Marks;

provided, however, that Section 18.2.2 and Section 18.3 will not apply to the operation by Franchisee of any business under the System that is franchised by Franchisor to Franchisee under a written franchise agreement. In addition, upon any transfer, expiration, or termination of this Agreement, Franchisee's obligations regarding the deletion and non-use of customer lists, customer personal information, and Confidential Information will be governed by Section 17.2.

18.4 <u>No Application to Equity Securities</u>. Section 18.2.2 and Section 18.3 will not apply to ownership by Franchisee of a less than five percent (5%) beneficial interest in the outstanding equity securities of any corporation which has securities registered under the Securities Exchange Act of 1934.

18.5 <u>Reduction of Scope of Covenants</u>. Franchisee understands and acknowledges that Franchisor may reduce the scope of any covenant set forth in Section 18.2, Section 18.3, or any portion thereof without Franchisee's consent in Franchisor's sole discretion effective immediately upon receipt by Franchisee of written notice thereof. Franchisee must comply forthwith with any covenant as so modified that will be fully enforceable notwithstanding the provisions of Section 25.

18.6 <u>No Defense</u>. Franchisee expressly agrees that the existence of any claims it may have against Franchisor, whether or not arising from the Agreement, will not constitute a defense to the enforcement by Franchisor of the covenants in this Section 18. Franchisee must pay all costs and expenses including, without limitation, reasonable attorneys' fees incurred by Franchisor in connection with the enforcement of this Section 18.

19. <u>CORPORATE, PARTNERSHIP, OR LIMITED LIABILITY COMPANY FRANCHISEE</u>

19.1 <u>Franchisee Corporation</u>. If Franchisee is a corporation, Franchisee must comply with the following requirements:

19.1.1 Franchisee must be newly organized, and its charter must at all times provide that its activities are confined exclusively to operating the Restaurant.

19.1.2 Copies of Franchisee's Articles of Incorporation, Bylaws and other governing documents, and any amendments thereto, including the resolution of the Board of Directors authorizing entry into the Agreement, must be promptly furnished to Franchisor.

19.1.3 Franchisee must maintain stop-transfer instructions against the transfer on its records of any equity securities; and each stock certificate of Franchisee must have conspicuously endorsed upon its face a statement in a form satisfactory to Franchisor that it is held subject to, and that further assignment or transfer thereof is subject to, all restrictions imposed upon assignments by the Agreement; provided, however, that the requirements of this Section 19.1.3 will not apply to a publicly-held corporation.

19.1.4 Franchisee must maintain a current list of all owners of record and all beneficial owners of any class of voting securities or securities convertible into voting securities of Franchisee and must furnish the list to Franchisor upon request.

19.2 Franchisee Partnership. If Franchisee or any successor to or assignee of Franchisee is a partnership, it must comply with the following requirements:

19.2.1 Franchisee must furnish Franchisor with a copy of its partnership agreement as well as such other documents as Franchisor may reasonably request, and any amendments thereto.

19.2.2 The partnership agreement must at all times note conspicuously that partnership rights are held subject to, and that further assignment or transfer thereof are subject to, all restrictions imposed upon assignments by the Agreement.

19.2.3 Franchisee must prepare and furnish to Franchisor, upon request, a list of all general and limited partners in Franchisee.

19.3 Franchisee Limited Liability Company. If Franchisee or any successor to or assignee of Franchisee is a limited liability company, it must comply with the following requirements:

19.3.1 Franchisee must furnish Franchisor with a copy of its articles of organization and operating agreement as well as such other documents as Franchisor may reasonably request, and any amendments thereto.

19.3.2 The articles of organization or operating agreement must at all times note conspicuously that membership rights are held subject to, and that further assignment or transfer thereof are subject to, all restrictions imposed upon assignments by the Agreement.

19.3.3 Franchisee must prepare and furnish to Franchisor, upon request, a list of all members in Franchisee.

19.4 Guaranty and Indemnification. If Franchisee is a corporation, partnership, or limited liability company, or if any successor to or assignee of Franchisee is a corporation, partnership, or limited liability company, then all of the principals thereof and their spouses must execute a Guarantee, Indemnification, and Acknowledgment in the form attached hereto as Exhibit F.

20. TAXES, PERMITS, AND COMPLIANCE WITH LAWS

20.1 Payment of Taxes. Franchisee must promptly pay when due all taxes levied or assessed including, without limitation, employer's portion of employment-related taxes (FICA, Medicare, and unemployment taxes) and sales taxes, and all accounts and other indebtedness of every kind incurred by Franchisee in the operation of the Restaurant. Franchisee must pay to Franchisor an amount equal to any state or local taxes including, without limitation, sales, use, service, occupation, employment related, excise, gross receipts, income, property, or other taxes, that may be imposed on Franchisor as a result of Franchisor's receipt or accrual of the initial franchise fee, royalty fees, advertising fees, renewal fees, and all other fees that are referenced in the Agreement, whether assessed against Franchisee through withholding or other means or whether paid by Franchisor directly, unless the tax is credited against income tax otherwise payable by Franchisor. In such event, Franchisee must pay to Franchisor (or to the appropriate governmental authority) such additional amounts as are necessary to provide Franchisor, after taking such taxes into account (including any additional taxes imposed on such additional amounts), with the same amounts that Franchisor would have received or accrued had such withholding or other payment, whether by Franchisee or by Franchisor, not been required.

20.2 Contesting Taxes. If any *bona fide* dispute about Franchisee's liability for taxes assessed or other indebtedness arises, Franchisee may contest the validity or the amount of the tax or indebtedness in accordance with procedures of the taxing authority or applicable law, but in no event will Franchisee permit a tax sale or seizure by levy or execution or similar writ or warrant, or attachment by a creditor, to occur against the premises of the Restaurant or any improvements thereon.

20.3 Notification of Adverse Action. Franchisee must immediately notify Franchisor in writing of the commencement of any action, suit, or proceeding, and of the issuance of any order, writ, injunction, award, or decree of any court, agency, or other governmental instrumentality, which may adversely affect the operation or financial condition of the Restaurant.

20.4 Compliance with Applicable Laws. Franchisee must operate the Restaurant in compliance with all applicable federal, state, and local laws, rules, regulations, and ordinances ("Applicable Laws"), and must timely obtain any permits, certificates, or licenses necessary for the full and proper conduct of the Restaurant including, without limitation, licenses to serve alcohol, licenses to do business, fictitious name registrations, sales tax permits, health permits, building permits, handicap permits, and fire clearances. It is Franchisee's sole and absolute obligation to research all Applicable Laws governing the operation of the Restaurant and to ensure that such operation does not violate any Applicable Laws. Applicable Laws include, without limitation: (a) the ADA regarding the construction, design, and operation of the Restaurant; (b) Section 4205 of the Patient Protection and Affordable Care Act of 2010 and related regulations regarding disclosure of nutritional information on menus and menu boards; (c) the Controlling the Assault of Non-Solicited Pornography and Marketing Act of 2003 (the "CAN-SPAM Act"); (d) the Telephone Consumer Protection Act (the "TCPA"); (v) the Telemarketing Sales Rule (the "TSR"); (e) the Fair and Accurate Credit Transactions Act ("FACTA"); (f) other federal and state anti-solicitation laws regulating marketing phone calls; and (g) federal and state laws that regulate data security and privacy (including but not limited to the use, storage, transmission, and disposal of data regardless of media type). You should investigate these laws to understand your potential legal obligations.

20.5 Compliance with Good Business Practices. Franchisee must in all dealings with its customers, prospective customers, suppliers, Franchisor, Franchisor's affiliates, and the public adhere to the highest standards of honesty, integrity, fair dealing and ethical conduct. Franchisee agrees to refrain from any business or advertising practice which might injure Franchisor's business or the goodwill associated with the Proprietary Marks, the System, or other Restaurants.

21. INDEPENDENT CONTRACTOR AND INDEMNIFICATION

21.1 Independent Contractor. Franchisor and Franchisee agree that the Agreement does not create a fiduciary relationship between them, that Franchisee will be an independent contractor, and that nothing in the Agreement is intended to constitute either party an agent, legal representative, subsidiary, joint venturer, joint employer, partner, employee, or servant of the other for any purpose whatsoever. Franchisee acknowledges and agrees that Franchisor's usual business is offering and selling rights to operate Beggars Pizza® restaurants using the Proprietary Marks and System, developing enhancements to the System, and providing assistance to franchisees, and accordingly, Franchisor's usual business is different from Franchisee's usual business of operating a Beggars Pizza® restaurant. During the term of the Agreement, Franchisee will hold itself out to the public as an independent contractor operating the Restaurant pursuant to a franchise agreement from Franchisor. Franchisee must take such action as may be necessary to do so including, without limitation, exhibiting a notice of that fact in a conspicuous place at the Premises, the content of which Franchisor may specify. Notwithstanding any other provision of the Agreement, Franchisee is solely responsible for all personnel and employment decisions relating to the Restaurant including, without limitation, the collection, use, storage, safeguarding, and disclosure of Employee Data and compliance with all laws applicable to such Employee Data.

21.2 No Authority to Contract. Nothing in the Agreement authorizes Franchisee to make any contract, agreement, warranty or representation on Franchisor's behalf, or to incur any debt or other obligation in Franchisor's name; and Franchisor will in no event assume liability for, or be deemed liable hereunder as a result of, any such action; nor will Franchisor be liable by reason of any act or omission of Franchisee in its operation of the Restaurant or for any claim or judgment arising therefrom against Franchisee or Franchisor.

21.3 Indemnification. Franchisee must indemnify and hold harmless Franchisor and its affiliates, and their respective officers, directors and employees against any claims, losses, costs, expenses, liabilities, and damages arising directly or indirectly from, as a result of, or in connection with Franchisee's operation of the Restaurant, the business conducted under the Agreement, Franchisee's failure to comply with applicable regional, national, international, and local laws and regulations as described herein, or Franchisee's breach of the Agreement including, without limitation, those alleged to be caused by Franchisor's negligence unless (and then only to the extent that) the claims, obligations, and damages are determined to be caused solely by Franchisor's gross negligence or willful misconduct according to a final, unappealable ruling issued by a court with competent jurisdiction and the costs including, without limitation, reasonable attorneys' fees of defending against them. Franchisor must provide Franchisee with prompt written notice of any claim for which indemnification is sought under this Section 21.3, and Franchisee will have the right, at its own expense, to participate in the defense of any such claim; provided, however, that Franchisor will retain sole control over the defense and settlement of any claim that involves the Proprietary Marks, the System, or other franchisees. If Franchisor incurs any costs or expenses including, without limitation, legal fees, travel expenses, and other charges in connection with any proceeding involving Franchisee in which Franchisor is not a party, Franchisee must reimburse Franchisor for all such costs and expenses promptly upon presentation of invoices. Franchisee's indemnification and hold harmless obligations under this Section 21.3 will survive the termination or expiration of the Agreement. Nothing herein will preclude Franchisor from choosing its own legal counsel to represent it in any lawsuit, arbitration, or other dispute resolution.

21.4 Force Majeure. Neither Franchisor, Franchisor's affiliates, nor Franchisee will be responsible or liable for any delays in the performance of any duties under the Agreement which are not the fault or within the reasonable control of that party including, without limitation, fire, flood, natural disasters, epidemics or pandemics, acts of God, delays in deliveries by common carriers, governmental acts or orders, late deliveries of products or goods or furnishing of services by third party vendors, civil disorders, acts of terrorism, or strikes and any other labor-related disruption, and in any event said time period for the performance of an obligation hereunder will be extended for the amount of time of the delay or impossibility; provided, however, this clause will not apply to and not result in an extension of (a) the time for payments to be made by Franchisee as required by Section 4.5, or (b) the term of the Agreement.

22. APPROVALS AND WAIVERS

22.1 Approvals and Consent. Whenever the Agreement requires the prior approval or consent of Franchisor, Franchisee must make a timely written request to Franchisor therefor, and such approval or consent must be obtained in writing.

22.2 No Warranties or Guarantees. Franchisor makes no warranties or guarantees upon which Franchisee may rely, and assumes no liability or obligation to Franchisee, by providing any waiver, approval, consent, or suggestion to Franchisee in connection with the Agreement, or by reason of any neglect, delay, or denial of any request therefor.

22.3 No Waiver. No failure of Franchisor to exercise any power reserved to it by the Agreement, or to insist upon strict compliance by Franchisee with any obligation or condition hereunder, and no custom or practice of the parties at variance with the terms hereof, will constitute a waiver of Franchisor's right to demand exact compliance with any of the terms hereof. Waiver by Franchisor of any particular default of Franchisee will not affect or impair Franchisor's rights with respect to any subsequent default of the same, similar, or different nature; nor will any delay, force, or omission of Franchisor to exercise any power or right arising out of any breach of default by Franchisee of any of the terms, provisions, or covenants hereof, affect or impair Franchisor's right to exercise the same, nor will such constitute a waiver by Franchisor of any right hereunder, the right to declare any subsequent breach or default, and the right to terminate the Agreement prior to the expiration of its term. Subsequent acceptance by Franchisor of any payments due to it hereunder will not be deemed to be a waiver by Franchisor of any preceding breach by Franchisee of any terms, covenants, or conditions of the Agreement.

23. NOTICES

Any notices required or permitted under the Agreement must be in writing and must be personally delivered, sent by registered mail, or sent by other means which affords the sender evidence of delivery or rejected delivery (which will not include electronic communication, such as e-mail), to the respective parties at the following addresses, unless and until a different address has been designated by written notice to the other party:

Notices to Franchisor:	Beggars Pizza Franchise, LLC 12949 S. California Ave. Blue Island, IL 60406 Attn: Mr. Laurance Garetto
Notices to Franchisee:	____________________________ ____________________________ ____________________________ Attn: ______________________

Any notice by a means which affords the sender evidence of delivery or rejected delivery will be deemed to have been given and received at the date and time of receipt or rejected delivery.

24. ENTIRE AGREEMENT

The Agreement, the attachments hereto, and the documents referred to herein constitute the entire Agreement between Franchisor and Franchisee concerning the subject matter hereof, and supersede any prior agreements, no other representations having induced Franchisee to execute the Agreement. Except for those permitted to be made unilaterally by Franchisor hereunder, no amendment, change, or variance from the Agreement will be binding on either party unless mutually agreed to by the parties and executed by their authorized officers or agents in writing. Nothing in the Agreement or in any related agreement between Franchisor and Franchisee is intended to disclaim the representations in Franchisor's Franchise Disclosure Document.

25. SEVERABILITY AND CONSTRUCTION

25.1 Severability. If, for any reason, any section, part, term, provision, and/or covenant herein is determined to be invalid and contrary to, or in conflict with, any existing or future law or regulation by a court or agency having valid jurisdiction, such will not impair the operation of, or have any other effect upon, such other portions, sections, parts, terms, provisions, and/or covenants of the Agreement as may remain otherwise intelligible; and the latter will continue to be given full force and effect and bind the parties hereto; and said invalid portions, sections, parts, terms, provisions, and/or covenants will be deemed not to be a part of the Agreement.

25.2 Survival. Any provision or covenant in the Agreement which expressly or by its nature imposes obligations beyond the expiration, termination, or assignment of the Agreement (regardless of cause for termination), will survive such expiration, termination, or assignment including, without limitation, Section 11, Section 18, and Section 26.

25.3 No Rights or Remedies Conferred. Except as expressly provided to the contrary herein, nothing in the Agreement is intended, nor will be deemed, to confer upon any person or legal entity other than Franchisee, Franchisor, Franchisor's officers, directors, shareholders, agents, and employees, and such of Franchisor's successors and assigns as may be contemplated by Section 15, any rights or remedies under or by reason of the Agreement.

25.4 Promises and Covenants. Franchisee expressly agrees to be bound by any promise or covenant imposing the maximum duty permitted by law which is subsumed within the terms of any provision hereof as though it were separately articulated in and made a part of the Agreement that may result from striking from any of the provisions hereof any portion or portions which a court or agency having valid jurisdiction may hold to be unreasonable and unenforceable in an unappealed final decision to which Franchisor is a party, or from reducing the scope of any promise or covenant to the extent required to comply with such a court or agency order.

26. APPLICABLE LAW AND DISPUTE RESOLUTION

26.1 Applicable Law. The Agreement will be interpreted and construed exclusively under the laws of Illinois. If any conflict of law arises, the laws of Illinois will prevail, without regard to the application of Illinois conflict-of-law rules. If, however, any provision of the Agreement would not be enforceable under the laws of Illinois and if Franchisee is located outside of Illinois and such provision would be enforceable under the laws of the state in which Franchisee is located, then such provision will be interpreted and construed under the laws of that state.

26.2 Mediation. Except as otherwise provided herein, if a dispute arises out of or relates to the Agreement, the breach hereof, the rights and obligations of the parties hereto, or the making, interpretation, or performance of either party under the Agreement, the parties must first try in good faith to settle the dispute by mediation administered by JAMS before resorting to litigation, or some other dispute resolution procedure. Such mediation will take place before a sole mediator at a location nearest Franchisor's principal business address or at such other location as determined by Franchisor in its sole discretion. The parties will each bear all of their own costs of mediation; provided, however, the fees of the mediator will be divided equally between the parties. The parties hereto agree that mediation will not be required with respect to (a) any claim or dispute involving any payment obligation of Franchisee that is more than forty-five (45) days past due, (b) any claim or dispute involving actual or threatened disclosure or misuse of any Confidential Information, (c) any claim or dispute involving the ownership, validity, or use of the Proprietary Marks, (d) any claim or dispute involving the insurance or indemnification provisions of the Agreement, or (e) any action by Franchisor to enforce the covenants set forth in Section 18.

26.3 Jurisdiction and Venue. Any action, whether or not arising out of, or relating to, the Agreement, brought by Franchisee (or any principal thereof) against Franchisor must be brought in the U.S. District Court for the Northern District of Illinois or, if such court lacks subject matter jurisdiction, in a state court located in Cook County, Illinois; provided, however, that Franchisee will not commence any such action subject to mediation hereunder without complying with Section 26.2. Franchisee irrevocably waives any objection that such courts are an inconvenient forum. Franchisor may commence an action against Franchisee in any court of competent jurisdiction. Franchisee waives all objections to personal jurisdiction or venue for purposes of this Section 26.3 and agrees that nothing in this Section 26.3 will be deemed to prevent Franchisor from removing an action from state court to federal court.

26.4 No Exclusivity. No right or remedy conferred upon or reserved to Franchisor or Franchisee by the Agreement is intended to be, nor will be deemed, exclusive of any other right or remedy herein or by law or equity provided or permitted, but each will be cumulative of every other right or remedy.

26.5 WAIVER OF RIGHT TO JURY TRIAL AND PUNITIVE DAMAGES. FRANCHISOR AND FRANCHISEE HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY AGREE AS FOLLOWS: (A) FRANCHISOR AND FRANCHISEE HEREBY EXPRESSLY AND IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT BY EITHER OF THEM AGAINST THE OTHER, WHETHER OR NOT THERE ARE OTHER PARTIES IN SUCH ACTION OR PROCEEDING, AND (B) FRANCHISOR AND FRANCHISEE HEREBY WAIVE TO THE FULLEST EXTENT PERMITTED BY LAW ANY RIGHT TO OR CLAIM OF ANY PUNITIVE OR EXEMPLARY DAMAGES AGAINST THE OTHER AND AGREE THAT IF A DISPUTE BETWEEN THEM ARISES, EACH WILL BE LIMITED TO THE RECOVERY OF ANY ACTUAL DAMAGES SUSTAINED. To the extent any of the provisions of this Section 26.5 are inconsistent with the provisions of Section 705/41 of the Illinois Franchise Disclosure Act of 1987, the provisions of Section 705/41 of the Act will apply.

26.6 LIMITATION OF CLAIMS. ANY CLAIMS OR ACTIONS ARISING OUT OF OR RELATING TO THE AGREEMENT, THE RELATIONSHIP OF FRANCHISEE AND FRANCHISOR, OR FRANCHISEE'S OPERATION OF THE RESTAURANT BROUGHT BY FRANCHISEE AGAINST FRANCHISOR MUST BE COMMENCED WITHIN ONE (1) YEAR FROM THE OCCURRENCE OF THE FACTS GIVING RISE TO SUCH CLAIMS OR ACTION, OR SUCH CLAIMS OR ACTION WILL BE BARRED.

26.7 Injunctive Relief. Nothing herein contained (including, without limitation, Section 26.2 and Section 26.3) will bar Franchisor's right to obtain injunctive relief from a court of competent jurisdiction without any requirement for Franchisor to post a bond against threatened conduct that will cause it loss or damage under the usual equity rules including the applicable rules for obtaining specific performance, restraining orders, and preliminary injunctions.

26.8 Costs and Expenses. Franchisee must pay to Franchisor all damages, costs, and expenses including, without limitation, all court costs, mediation costs, reasonable attorney's fees, and all other expenses incurred by Franchisor in enforcing any obligation under or defending against any claim, demand, action, or proceeding related to the Agreement including, without limitation, obtaining injunctive relief.

27. FRANCHISEE'S ACKNOWLEDGMENTS AND REPRESENTATIONS

27.1 Independent Investigation. Franchisee acknowledges that it has conducted an independent investigation of the business franchised hereunder, and recognizes that the business venture contemplated by the Agreement involves business risks and that its success will be largely dependent upon the ability of Franchisee (or, if Franchisee is a corporation, partnership or limited liability company, the ability of its principals) as an independent businessperson. Franchisor expressly disclaims the making of, and Franchisee acknowledges that it has not received, any warranty or guarantee, express or implied, as to the potential volume, profits, or success of the business venture contemplated by the Agreement.

27.2 Acknowledgement of Receipt. Franchisee acknowledges that it received Franchisor's current Franchise Disclosure Document at least fourteen (14) calendar days prior to the date on which the Agreement was executed or Franchisee paid any money to Franchisor. Franchisee further acknowledges that it received a complete copy of the Agreement, the attachments hereto, and all related agreements attached to the Franchise Disclosure Document, and that Franchisee waited at least seven (7) calendar days prior to executing them if any changes to such agreements were unilaterally and materially made by Franchisor.

27.3 Acknowledgement of Understanding. Franchisee acknowledges that it has read and understood the Agreement, the attachments hereto, and agreements relating thereto, if any, and that Franchisor has accorded Franchisee ample time and opportunity to consult with advisors of Franchisee's own choosing about the potential benefits and risks of entering into the Agreement.

27.4 Compliance With Anti-Terrorism Laws. Franchisee acknowledges that under applicable U.S. law including, without limitation, Executive Order 13224, signed on September 23, 2001 (the "Order"), Franchisor is prohibited from engaging in any transaction with any Specially Designated National or Blocked Person. "Specially Designated National" or "Blocked Person" will mean (a) those persons designated by the U.S. Department of Treasury's Office of Foreign Assets Control from time to time as a "specially designated national" or "blocked person" or similar status, (b) a person engaged in, or aiding any person engaged in, acts of terrorism as defined in the Order, or (c) a person otherwise identified by government or legal authority as a person with whom Franchisor is prohibited from transacting business. Currently, a listing of such designations and the text of the Order are published at the Internet website address, www.ustreas.gov/offices/enforcement/ofac. Franchisee represents and warrants to Franchisor that as of the date of the Agreement, neither Franchisee nor any person holding any ownership interest in Franchisee, controlled by Franchisee, or under common control with Franchisee is a Specially Designated National or Blocked Person, and that Franchisee (a) does not, and hereafter will not, engage in any terrorist activity, (b) is not affiliated with and does not support any individual or entity engaged in, contemplating, or supporting terrorist activity, and (c) is not acquiring the rights granted under the Agreement with the intent to generate funds to channel to any individual or entity engaged in, contemplating, or supporting terrorist activity, or to otherwise support or further any terrorist activity. Franchisee must immediately provide written notice to Franchisor of the occurrence of any event which renders the representations and warranties in this Section 27.4 incorrect.

27.5 Site Approval. Franchisee hereby acknowledges and agrees that Franchisor's approval of a site does not constitute an express or implied assurance, representation, or warranty of any kind of the suitability of the site for the Restaurant or any other purpose. Franchisor's approval of a site indicates only that Franchisor believes the site complies with acceptable minimum criteria established by Franchisor solely for its purposes as of the time of the evaluation. Both Franchisee and Franchisor acknowledge that application of criteria that may have been effective with respect to other sites and premises may not be predictive of potential for all sites and that, subsequent to Franchisor's approval of a site, demographic, and/or economic factors, such as competition from other similar businesses, included in or excluded from Franchisor's criteria could change, thereby altering the potential of a site or lease. Such factors are unpredictable and are beyond Franchisor's control. Franchisor will not be responsible for the failure of a site approved by Franchisee to meet Franchisee's expectations as to revenue or operational criteria. Franchisee further acknowledges and agrees that its acceptance of a franchise for the operation of the Restaurant at the site is based on its own independent investigation of the suitability of the site.

27.6 No Waiver. No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship will have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

27.6 Counterparts; Electronic Signatures. The Agreement may be executed in counterparts, each of which will be deemed an original, and all of which together will constitute one and the same instrument. The Agreement and any amendment, modification, or supplement thereto may be executed and delivered by electronic signature (including, without limitation, signatures transmitted by PDF, DocuSign, or other electronic signature platforms), and such electronic signature will be deemed an original signature for all purposes and will have the same legal effect, validity, and enforceability as a manually executed signature.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the date first above written.

FRANCHISEE:	FRANCHISOR:
________________________________, a ________________________________	BEGGARS PIZZA FRANCHISE, LLC, an Illinois limited liability company
By: ____________________________	By: ____________________________
Name: __________________________	Name: __________________________
Title: ___________________________	Title: ___________________________

EXHIBIT A

APPROVED LOCATION; FRANCHISEE'S TERRITORY; PROHIBITED DELIVERY AREAS

1. **Approved Location**. The Approved Location under the Agreement will be:

____
____
____

(Franchisor and Franchisee acknowledge that the Approved Location may not be determined until after the Agreement is signed.)

2. **Franchisee's Territory**. Franchisee's Territory under the Agreement will consist of the following geographic area described below and on the map attached to this Exhibit A:

____
____
____

3. **Prohibited Delivery Areas**. Franchisee acknowledges and agrees that Franchisee is prohibited from delivering to customers located in the following areas:

____
____
____

FRANCHISEE:	FRANCHISOR:
______________________________, a ______________________________	BEGGARS PIZZA FRANCHISE, LLC, an Illinois limited liability company
By: ______________________________	By: ______________________________
Name: ______________________________	Name: ______________________________
Title: ______________________________	Title: ______________________________

EXHIBIT B

SITE SELECTION ADDENDUM

Beggars Pizza Franchise, LLC ("Franchisor") and ________________________________ ______ ("Franchisee") have, on this date, ____________________, 20___, entered into a certain Beggars Pizza Franchise, LLC Franchise Agreement (the "Agreement") and desire to supplement its terms, as set forth below. The parties hereto therefore agree as follows:

1. Within ninety (90) days after Franchisee's execution of the Agreement, Franchisee must obtain a site, at Franchisee's expense, for the Beggars Pizza® restaurant (the "Restaurant") franchised under the Agreement, which premises must be approved by Franchisor as hereinafter provided. The premises must be within the following territory (the "Site Selection Territory"):

____
____
____

2. Failure by Franchisee to obtain premises for the Restaurant within the time required in Paragraph 1 hereof will constitute a default under the Agreement and this Site Selection Addendum. Time is of the essence.

3. Franchisor will not establish, nor franchise another to establish, a Beggars Pizza® restaurant within the Site Selection Territory until Franchisor approves a location for the Restaurant or until the time set forth in Paragraph 1 expires, whichever event first occurs.

4. Prior to Franchisee's acquisition by lease or purchase of a site for the Restaurant, Franchisee must submit to Franchisor, in the form specified by Franchisor, a completed site review form, such other information or materials as Franchisor may reasonably require, and a letter of intent or other evidence satisfactory to Franchisor which confirms Franchisee's favorable prospects for obtaining the proposed site. Recognizing that time is of the essence, Franchisee must submit a proposed site, together with the information and materials required by this Paragraph 4, to Franchisor for its approval within sixty (60) days after execution of this Site Selection Addendum. Franchisor will have thirty (30) days after receipt of such information and materials from Franchisee to approve or disapprove the site as a location for the Restaurant in Franchisor's sole discretion. No proposed site will be deemed approved unless it has been expressly approved in writing by Franchisor.

5. Franchisor must furnish to Franchisee the following:

a. Such site selection guidelines and consultation as Franchisor deems advisable;

b. Such on-site evaluation as Franchisor deems advisable as part of its evaluation of Franchisee's request for site approval; provided, however, that Franchisor will not provide on-site evaluation for any proposed site prior to Franchisor's receipt of the information or materials required by Paragraph 4 hereof. If on-site evaluation is deemed necessary and appropriate by Franchisor, Franchisor will conduct up to two (2) on-site evaluations at Franchisor's expense. For each additional on-site evaluation (if any), Franchisee must reimburse Franchisor for Franchisor's related expenses including, without limitation, the costs of travel, lodging, and meals.

6. If Franchisee will occupy the premises of the Restaurant under a lease, Franchisee must, prior to the execution thereof, (a) execute the Conditional Assignment of Lease and obtain the Lessor's execution of the Consent and Agreement of Lessor, in the forms attached as Exhibit G to the Agreement, and (b) submit the lease to Franchisor for its approval. Franchisor's approval of the lease may be conditioned upon the inclusion of the following terms and conditions:

a. That the initial term of the lease, or the initial term together with renewal terms, must be for not less than ten (10) years;

b. That the lessor consents to Franchisee's use of such Proprietary Marks and initial signage as Franchisor may prescribe for the Restaurant;

c. That the use of the premises be restricted solely to the operation of the Restaurant;

d. That Franchisee be prohibited from subleasing or assigning all or any part of its occupancy rights or extending the term of or renewing the lease without Franchisor's prior written consent;

e. That lessor provide to Franchisor copies of any notices of default given to Franchisee under the lease;

f. That Franchisor may enter the premises to make modifications necessary to protect the Proprietary Marks or the System or to cure any default under the Agreement or under the lease; and

g. That Franchisor (or Franchisor's designee) have the option, upon default, expiration, or termination of the Agreement, and upon notice to the lessor, to assume all of Franchisee's rights under the lease terms including the right to assign or sublease.

7. Franchisee must furnish Franchisor with a copy of any executed lease within ten (10) days after execution.

8. After a site for the Restaurant has been approved in writing by Franchisor and obtained by Franchisee pursuant to Paragraph 4 hereof, the site will constitute the constitute the Approved Location referred to in Section 1.2 of the Agreement.

9. Franchisee hereby acknowledges and agrees that Franchisor's approval of a site does not constitute an express or implied assurance, representation, or warranty of any kind of the suitability of the site for the Restaurant or any other purpose. Franchisor's approval of the site indicates only that Franchisor believes the site complies with acceptable minimum criteria established by Franchisor solely for its purposes as of the time of the evaluation. Both Franchisee and Franchisor acknowledge that application of criteria that may have been effective with respect to other sites and premises may not be predictive of potential for all sites and that, subsequent to

Franchisor's approval of a site, demographic and/or economic factors, such as competition from other similar businesses, included in or excluded from Franchisor's criteria could change, thereby altering the potential of a site or lease. Such factors are unpredictable and are beyond Franchisor's control. Franchisor will not be responsible for the failure of a site approved by Franchisee to meet Franchisee's expectations as to revenue or operational criteria. Franchisee further acknowledges and agrees that its acceptance of a franchise for the operation of the Restaurant at the site is based on its own independent investigation of the suitability of the site.

10. This Site Selection Addendum constitutes an integral part of the Agreement between the parties hereto, and the terms of this Site Selection Addendum will be controlling with respect to the subject matter hereof. Except as modified or supplemented by this Site Selection Addendum, the terms of the Agreement are hereby ratified and confirmed.

IN WITNESS WHEREOF, the parties hereto have duly executed this Site Selection Addendum on the date first above written.

FRANCHISEE:	FRANCHISOR:
______________________________, a ______________________________	BEGGARS PIZZA FRANCHISE, LLC, an Illinois limited liability company
By: ______________________________	By: ______________________________
Name: ______________________________	Name: ______________________________
Title: ______________________________	Title: ______________________________

EXHIBIT C

CONFIDENTIALITY AND NON-COMPETITION AGREEMENT

(for execution by Franchisee's managers and other personnel having access to Franchisor's Confidential Information)

In consideration of my position as _________________________________ of __________ ____ ("Franchisee"), and One Dollar, receipt of which is acknowledged, I hereby acknowledge and agree that:

1. Beggars Pizza Franchise, LLC ("Franchisor"), as the result of the expenditure of time, skill, effort, and money, has developed, and continues to develop, a distinctive system relating to the establishment, operation, and promotion of Beggars Pizza® restaurants that offer pizza and other food products and non-alcoholic and alcoholic beverages for sale and consumption on the premises, for carry-out sale to customers, for consumption off the premises, for delivery to customers, for catering, for sale and consumption off the premises at temporary locations for fund raising and other special events, and such sale in such other ways as Franchisor may specify from time to time, all of which may be changed, improved, and further developed by Franchisor from time to time (the "System").

2. As an employee of Franchisee, I will receive valuable confidential information, disclosure of which would be detrimental to Franchisor and Franchisee, such as information relating to the Manual, recipes, ingredients, cooking procedures, customer lists, customer personal information, drawings, materials, or equipment of Franchisor and the System related to the establishment and operation of Beggars Pizza® restaurants, which are beyond the present skills and experience possessed by me (the "Confidential Information"). This list of confidential matters is illustrative only and does not include all matters considered confidential by Franchisor and Franchisee.

3. I will hold in strict confidence all information designated by Franchisor or Franchisee as confidential. Unless Franchisor otherwise agrees in writing, I will disclose and/or use Confidential Information only in connection with my duties as an employee of Franchisee. My undertaking not to disclose Confidential Information is a condition of my position with Franchisee, and continues even after I cease to be in that position. Notwithstanding the foregoing, nothing in this Agreement prohibits me from disclosing confidential information of Franchisee and Franchisor directly to a federal or state regulatory agency, law enforcement authority, or legislative body to the extent necessary to report potential violations of applicable law or assist in governmental investigative, enforcement, or oversight efforts.

4. While in my position with Franchisee, I will not do anything that may injure Franchisee or Franchisor, such as (a) divert or attempt to divert any present or prospective business or customer of any Beggars Pizza® restaurant to any competitor, by direct or indirect inducement or otherwise; or (b) directly or indirectly perform any other act injurious or prejudicial to the goodwill associated with Franchisor's marks and the System.

5. While in my position with Franchisee and for two (2) years after I cease to be in my position with Franchisee, I will not own, maintain, operate, engage in, be employed by, provide

any assistance or advise to, or have any interest in (as owner or otherwise) any business that (a) offers or sells pizza, pizza products, Italian-style food, or other food items that are the same as or similar to the products being offered by Beggars Pizza® restaurants under the System, and (b) is, or is intended to be, located at or within (i) Franchisee's Territory as defined in Franchisee's franchise agreement with Franchisor (the "Franchise Agreement"), the boundaries of which I acknowledge have been described to me, (ii) a radius of ten (10) miles from the premises of Franchisee's Beggars Pizza® restaurant, or (iii) a radius of ten (10) miles of any business operating under Franchisor's marks.

6. Franchisor is a third-party beneficiary of the Agreement and may enforce it solely and/or jointly with Franchisee. I am aware that my violation of the Agreement will cause Franchisor and Franchisee irreparable harm. I acknowledge and agree that Franchisor and/or Franchisee may apply for the issuance of an injunction preventing me from violating the Agreement in addition to any other remedies they may have at law or in equity. I will pay Franchisor and Franchisee all costs incurred including, without limitation, attorneys' fees, if the Agreement is enforced against me. Due to the importance of the Agreement to Franchisor and Franchisee, any claim I have against Franchisor or Franchisee is a separate matter and does not entitle me to violate, or justify any violation of, the Agreement. If any part of the Agreement is held invalid by a court or agency having valid jurisdiction, the rest of the Agreement is still enforceable, and the part held invalid is enforceable to the extent found reasonable by the court or agency. I agree that all the words and phrases used in the Agreement will have the same meaning as used in the Franchise Agreement and that such meanings have been explained to me.

7. Franchisor may reduce the scope of any covenant set forth in the Agreement in Franchisor's sole discretion without my consent effective immediately upon my receipt of written notice thereof. I will comply with any covenant as so modified.

8. The Agreement will be construed under the laws of Illinois. The only way the Agreement can be changed is in a writing signed by both Franchisee and me.

ACKNOWLEDGED BY FRANCHISEE:

By:____________________________

Name:__________________________

Title:__________________________

Signature:______________________________

Name:__________________________________

Address:________________________________

Title:___________________________________

Date:___________________________________

EXHIBIT D

DISCLOSURE OF PRINCIPALS
(to be completed only if Franchisee is a corporation,
partnership, or limited liability company)

1. Date: ______________________________

2. Franchisee Contact. The following individual is a shareholder, member, or partner of Franchisee and is the principal person to be contacted on all matters relating to the Restaurant:

Name:	________________________________
Address:	________________________________
	________________________________
Daytime Telephone No.:	________________________________
Evening Telephone No.:	________________________________
E-mail Address:	________________________________

3. Franchisee Owners. The undersigned agree and acknowledge that the following is a complete list of all of the shareholders, partners, or members ("Owners") of Franchisee and the percentage interest of each individual:

Name	Position	Interest (%)
________________________	________________	__________
________________________	________________	__________
________________________	________________	__________
________________________	________________	__________

4. Change in Owners. Franchisee acknowledges and agrees that any proposed change in the Owners listed in Paragraph 3 above requires Franchisor's prior written consent in accordance with the terms of Section 15 of the Agreement.

IN WITNESS WHEREOF, the undersigned has duly executed this Disclosure of Principals on the date first above written.

FRANCHISEE:

____________________________________,
a __________________________________

By: ________________________________

Name: ______________________________

Title: ______________________________

EXHIBIT E

CONDITIONAL ASSIGNMENT OF TELEPHONE NUMBER

____ (“Franchisee”) operates a Beggars Pizza® restaurant at ____ (the “Restaurant”). In consideration of the granting of a franchise to Franchisee and other valuable consideration paid by Beggars Pizza Franchise, LLC (“Beggars”), Franchisee assigns to Beggars all telephone numbers and listings Franchisee uses in the operation of the Restaurant. Beggars assumes the performance of all the terms, covenants, and conditions of Franchisee’s agreement with the telephone company listed below concerning the telephone numbers and telephone listings with the full force and effect as if Beggars had been originally issued the telephone numbers and telephone listings. Beggars will hold this assignment and will deliver it to the telephone company or other interested third parties only upon termination of the Beggars Pizza Franchise, LLC Franchise Agreement between Franchisee and Beggars dated _________________________, 20___ (the “Franchise Agreement”).

Dated this __________ day of _________________________, 20___.

Telephone Company:

____
Name of Telephone Company

____
Address

____
City, State, ZIP

FRANCHISEE:

______________________________________,
a _____________________________________

By: __________________________________

Name: ________________________________

Title: _________________________________

FRANCHISOR:

BEGGARS PIZZA FRANCHISE, LLC,
an Illinois limited liability company

By: __________________________________

Name: ________________________________

Title: _________________________________

TRANSFER OF TELEPHONE SERVICE AGREEMENT

If the Franchise Agreement is terminated for any reason, Franchisee hereby releases to Beggars or its designee the use of the following telephone number or numbers used in conjunction with the Restaurant located at ____ :

____

____

FRANCHISEE:

____________________________________,
a ___________________________________

By: _________________________________

Name: _______________________________

Title: ________________________________

EXHIBIT F

GUARANTEE, INDEMNIFICATION, AND ACKNOWLEDGMENT

(for execution by Franchisee's principals and their spouses)

As an inducement to Beggars Pizza Franchise, LLC ("Franchisor") to execute the Beggars Pizza Franchise, LLC Franchise Agreement between Franchisor and ________________________ ("Franchisee") dated ____________________, 20___ (the "Franchise Agreement"), the undersigned ("Guarantors"), jointly and severally hereby unconditionally guarantee to Franchisor and its successors and assigns that all of Franchisee's obligations under the Franchise Agreement and the Commissary Agreement between Begcom LLC ("Begcom") and Franchisee (collectively, the "Agreements") will be punctually paid and performed.

Upon demand by Franchisor, Guarantors must immediately make each payment to Franchisor and Begcom required of Franchisee under the Agreements. Guarantor waives any right to require Franchisor or Begcom to (a) proceed against Franchisee for any payment required under the Agreements, (b) proceed against or exhaust any security from Franchisee, or (c) pursue or exhaust any remedy including, without limitation, any legal or equitable relief against Franchisee. Without affecting the obligations of Guarantors under this Guarantee, Franchisor or Begcom may extend, modify, or release any indebtedness or obligation of Franchisee or settle, adjust, or compromise any claims against Franchisee without notice to Guarantors. Guarantors waive notice of amendment of the Agreements and notice of demand for payment by Franchisee. Guarantors will be bound by any such amendments and changes to the Agreements.

Guarantors must defend, indemnify, and hold Franchisor and Begcom harmless against any losses, damages, liabilities, costs, and expenses including, without limitation, reasonable attorneys' fees, reasonable costs of investigation, court costs, and arbitration fees and expenses resulting from, consisting of, or arising out of or in connection with any failure by Franchisee to perform any obligation of Franchisee under the Agreements, any amendments thereto, or any other agreements executed by Franchisee in connection with the Agreements.

Guarantors acknowledge and agree to be individually bound by all of the confidentiality provisions and non-competition covenants contained in Section 11 and Section 18 of the Franchise Agreement.

This Guarantee, Indemnification, and Acknowledgement (the "Guarantee") will terminate upon the termination or expiration of the Agreements, except that all obligations and liabilities of Guarantors which arose from events which occurred on or before the effective date of such termination will remain in full force and effect until satisfied or discharged by Guarantors, and all covenants which by their terms continue in force after the expiration or termination of the Agreements will remain in force according to their terms. Upon the death of an individual Guarantor, the estate of such Guarantor will be bound by this Guarantee, but only for defaults and obligations hereunder existing at the time of death, and the obligations of the other guarantors will continue in full force and effect.

Unless specifically stated otherwise, the terms used in this Guarantee will have the same meaning as in the Agreements and be interpreted and construed in accordance with Section 25 of the Franchise Agreement. This Guarantee will be interpreted and construed under the laws of Illinois. If any conflict of law arises, the laws of Illinois will prevail, without regard to, and without giving effect to, the application of Illinois conflict of law rules.

The dispute resolution and attorney fee provisions in Section 26 of the Franchise Agreement are hereby incorporated into this Guarantee by reference. References to “Franchisee” and the “Franchise Agreement” therein will be deemed to apply to “Guarantors” and this “Guarantee” respectively.

Any notices required or permitted under this Guarantee must be in writing and must be personally delivered, sent by registered mail, or sent by other means which afford the sender evidence of delivery or rejected delivery, to the respective parties at the address set forth in Section 23 of the Franchise Agreement, unless and until a different address has been designated by written notice to the other party.

Any notice by a method which affords the sender evidence of delivery or rejected delivery will be deemed to have been given at the date and time of receipt or rejected delivery.

IN WITNESS WHEREOF, each of the undersigned Guarantors has executed this Guarantee as of the date of the Franchise Agreement.

GUARANTOR:

By: ____________________________ individually	By: ____________________________ individually
Name: _________________________	Name: _________________________
By: ____________________________ individually	By: ____________________________ individually
Name: _________________________	Name: _________________________

EXHIBIT G

CONDITIONAL ASSIGNMENT OF LEASE

FOR VALUE RECEIVED, the undersigned ("Assignor") hereby assigns and transfers to Beggars Pizza Franchise, LLC, an Illinois limited liability company ("Assignee"), all of Assignor's right, title and interest as tenant in, to, and under that certain lease, a copy of which is attached hereto as Exhibit 1 (the "Lease") respecting the premises commonly known as:

____
____.

This Assignment is for collateral purposes only and except as specified herein, Assignee will have no liability or obligation of any kind whatsoever arising from or in connection with this Assignment or the Lease unless Assignee takes possession of the premises demised by the Lease pursuant to the terms hereof and assumes the obligations of Assignor thereunder.

Assignor represents and warrants to Assignee that it has full power and authority to so assign the Lease and its interest therein and that Assignor has not previously assigned or transferred, and is not obligated to assign or transfer, any of its interest in the Lease or the premises demised thereby.

Upon a default by Assignor under the Lease or under the Beggars Pizza Franchise, LLC Franchise Agreement for a Beggars Pizza® restaurant between Assignee and Assignor (the "Franchise Agreement"), or if a default by Assignor under any document or instrument securing the Franchise Agreement occurs, Assignee will have the right to take possession of the premises demised by the Lease, expel Assignor therefrom, and in such event, Assignor will have no further right, title, or interest in the Lease. Assignor will not suffer or permit any surrender, termination, amendment, or modification of the Lease without Assignee's prior written consent. Throughout the term of the Franchise Agreement and any renewals thereto, Assignor will elect and exercise all options to extend the term of or renew the Lease not less than thirty (30) days prior to the last day that the option must be exercised, unless Assignee otherwise agrees in writing. If Assignee does not otherwise agree in writing, and upon failure of Assignor to so elect to extend or renew the Lease as aforesaid, Assignor hereby appoints Assignee as Assignor's true and lawful attorney-in-fact to exercise such extension or renewal options in the name, place, and stead of Assignor for the purpose of effecting such extension or renewal.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor has executed this Conditional Assignment of Lease of the date written below.

ASSIGNOR:

____
a _____________________________________

By: __________________________________

Name: _______________________________

Date: ________________________________

CONSENT AND AGREEMENT OF LESSOR

The undersigned Lessor under the afore-described Lease hereby:

(a) Agrees to notify Assignee in writing of and upon the failure of Assignor to cure any default by Assignor under the Lease;

(b) Agrees that Assignee will have the right, but not the obligation, to cure any default by Assignor under the Lease within thirty (30) days after delivery by Lessor of notice thereof in accordance with paragraph (a) above;

(c) Consents to the foregoing Conditional Assignment of Lease and agrees that if Assignee takes possession of the premises demised by the Lease and confirms to Lessor the assumption of the Lease by Assignee as tenant thereunder, Lessor will recognize Assignee as tenant under the Lease, provided that Assignee cures within the thirty (30) day period any defaults of Assignor under the Lease; and

(d) Agrees that Assignee may further assign the Lease to a party that agrees to assume the tenant's obligations under the Lease and is reasonably acceptable to Lessor. Upon such assignment, Assignee will have no further liability or obligation under the Lease as assignee, tenant, or otherwise.

LESSOR:

By: ________________________________

Name: ______________________________

Title: _______________________________

Date: _______________________________

EXHIBIT H

ELECTRONIC FUNDS WITHDRAWAL AUTHORIZATION

Bank Name: ______________________________

ABA No.: ______________________________

Account No.: ______________________________

Account Name: ______________________________

Effective as of the date of the signature below, ______________________ ("Franchisee") hereby authorizes Beggars Pizza Franchise, LLC ("Company") or its designee to withdraw funds from the above-referenced bank account, electronically or otherwise, to make the following payments to Company due under that certain Beggars Pizza Franchise, LLC Franchise Agreement between Franchisee and Company: (a) all royalties, (b) all advertising contributions and other payments contemplated by Section 13 of the Franchise Agreement including, without limitation, Brand Fund fees, and (c) all other amounts due under the Franchise Agreement or any other agreement between Franchisee and Company. Such withdrawals will occur on a weekly basis or such other schedule as Company specifies in writing. Company is authorized to deposit funds into the above-referenced account, electronically or otherwise. This authorization will remain in full force and effect until terminated in writing by Company. Franchisee must provide Company with a voided check from the above-referenced account in conjunction with this authorization.

FRANCHISEE:

____
a ______________________________

By: ______________________________

Name: ______________________________

Date: ______________________________

<u>EXHIBIT D</u>

BEGCOM, LLC COMMISSARY AGREEMENT

BEGCOM, LLC
COMMISSARY AGREEMENT

This BEGCOM, LLC COMMISSARY AGREEMENT (the "Agreement") is made and entered into on ___________________, 20___ (the "Agreement Date"), by and between _________________ __________________________, a ______________________________ located at _________________ ________________________ ("Franchisee"); and BEGCOM, LLC, an Illinois limited liability company located at 12949 South California Avenue, Blue Island, Illinois 60406 ("Supplier").

WITNESSETH:

WHEREAS, Supplier prepares, stores, and sells the food products set forth in Exhibit A, and such additional products as Supplier or Beggars Pizza Franchise, LLC ("Beggars") may designate from time to time in writing or in the Beggars confidential operations manual (the "Manual") in their sole discretion (the "Products");

WHEREAS, pursuant to a Beggars Pizza Franchise Agreement dated _____________ ______, 20___ (the "Franchise Agreement"), between Franchisee and Beggars, Franchisee operates a franchised business under the name "Beggars Pizza" that uses and/or sells the Products for retail consumption (the "Beggars Restaurant"); and

WHEREAS, Franchisee desires to purchase from Supplier, and Supplier desires to sell to Franchisee, the Products in connection with the Beggars Restaurant.

AGREEMENT:

NOW, THEREFORE, in consideration of the terms and conditions hereinafter set forth, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. **Appointment**. Franchisee hereby appoints Supplier as a supplier of the Products, and Supplier hereby accepts such appointment subject to the terms and conditions set forth below. Supplier and Franchisee acknowledge and agree that this is a non-exclusive appointment and that during the Term (as defined below) other suppliers may or could be retained to perform the same or similar duties if such suppliers are approved by Beggars in accordance with the terms of the Franchise Agreement.

2. **Term; Termination**. The Agreement will become effective on the Agreement Date and, except as otherwise provided in the Agreement, will remain in full force and effect until the sooner of the expiration or termination of the Franchise Agreement (the "Term"). The Agreement will automatically terminate upon the termination of the Franchise Agreement. Either party will have the right to terminate the Agreement upon thirty (30) days prior written notice and opportunity to cure if a material default by the other party occurs. Notwithstanding the foregoing, Supplier may terminate this Agreement immediately upon written notice if Franchisee: (a) fails to cure a Late Payment Default within the time period specified in Section 3(e) below; (b) commits fraud or engages in willful misconduct; or (c) becomes insolvent, files for bankruptcy, or has a receiver appointed for its assets.

3. **Product Purchase; Ordering, Delivery, and Payment**.

(a) Purchase Price. The current purchase price (the "Price") for each Product charged by Supplier and paid by Franchisee as of the Agreement Date is set forth in Exhibit A. Supplier may make reasonable adjustments in the Prices upon notice to Franchisee from time to time in writing or in the Manual; provided, however, that Supplier will have no such obligation for such products sold hereunder (as determined by Supplier) for which there are frequent wholesale price fluctuations.

(b) Product Delivery and Ordering Procedures. Products purchased by Franchisee will be delivered to the Beggars Restaurant at Supplier's expense, and Supplier will bear the risk of loss until the Products are delivered. Franchisee must inspect all Products upon delivery and notify Supplier in writing within twenty-four (24) hours of delivery of any damaged, defective, or non-conforming Products; failure to provide such notice shall constitute acceptance of the Products and a waiver of any claims related thereto. Supplier, in its reasonable discretion, will specify a weekly delivery day on which such Products will be delivered (the "Delivery Day"). The weekly deadline for submitting all orders for Products is currently 11:00 a.m. (Central) on the day prior to the Delivery Day (the "Order Deadline") and may be adjusted by Supplier in its reasonable discretion. Franchisee acknowledges and agrees that if Franchisee orders Products after the Order Deadline has passed but within 60 minutes of the Order Deadline (the "Grace Period"), then Supplier will charge Franchisee a late order fee in the amount of One Hundred Dollars ($100) but will use commercially reasonable efforts to deliver such Products the next day, as part of Franchisee's regularly scheduled Delivery Day. Franchisee further acknowledges and agrees that if Franchisee orders Products after the expiration of the Grace Period, then such Products may not be delivered until the next regularly scheduled Delivery Day; provided that upon Franchisee's reasonable request, Franchisee may schedule an earlier time to pick up such Products during normal business hours. Notwithstanding the foregoing, Supplier reserves the right, in its reasonable discretion, to modify the Delivery Day, Order Deadline, and Grace Period upon reasonable advance written notice to Franchisee to account for changes in Supplier's business operations or capacity.

(c) Bank Account; Authorization of Supplier Payments. Consistent with the terms of the Franchise Agreement, Franchisee must maintain a designated bank account (the "Designated Account") for the operation of the Beggars Restaurant and must deposit all revenues from the operation of the Beggars Restaurant into such bank account within two (2) days of receipt, including without limitation, cash, checks, credit card receipts, or the value of other forms of payment. Upon execution of this Agreement, Franchisee must execute Exhibit B attached hereto and furnish to Supplier such bank name and account number, a voided check from such bank account, and written authorization for Supplier to withdraw funds from such bank account via electronic funds transfer ("EFT"), without further consent or authorization, for all payments payable by Franchisee to Supplier hereunder. For the avoidance of doubt, Franchisee must execute any and all documents as may be necessary to effectuate and maintain the EFT arrangement, as required by Supplier. If Franchisee changes banks or accounts for the Designated Account required by this Section 3(c), Franchisee must, prior to such change, provide to Supplier such information concerning the new account and an authorization for Supplier to make withdrawals therefrom. Franchisee's failure to provide such information concerning the bank account required by this Section 3(c) or any new account, or Franchisee's withdrawal of consent to Supplier withdrawals, for whatever reason and by whatever method, will be a breach of this Agreement. Franchisee must pay all costs associated with any transfer; Supplier shall not be responsible for any bank service charges incurred by Franchisee which result from Supplier's withdrawal or attempted withdrawal of funds from the Designated Account. Franchisee shall also reimburse Supplier for all extraordinary costs incurred by Supplier in collecting or attempting to collect funds due to Supplier from the depository account (for example, without limitation, charges for non-sufficient funds, uncollected funds, or other discrepancies in deposits or reporting).

(d) Supplier Invoice; Franchisee Payments. At the start of each Accounting Period (as defined below), Supplier will provide Franchisee with an invoice (the "Invoice") containing all amounts currently due and payable, including amounts due for Products purchased during the prior Accounting Period and any other outstanding amounts. "Accounting Period" means every seven (7) days beginning on Monday and ending on Sunday. Payment of each Invoice will be due within seven (7) days of Franchisee's receipt of each Invoice. Within a reasonable time after Supplier provides the Invoice (typically within three (3) to five (5) business days), Supplier will initiate a withdrawal from Franchisee's Designated Account of all amounts reflected on the Invoice via EFT; provided, however, that Supplier's failure to provide an Invoice or to initiate an EFT withdrawal within any particular timeframe shall not affect Franchisee's obligation to pay or Supplier's entitlement to receive all amounts due hereunder. If any payment is overdue, Supplier may charge Franchisee a late payment fee in the amount of One Hundred Dollars ($100), and interest shall accrue on the overdue amount from the date it was due until paid, at the rate of eighteen percent (18%) per annum, or the maximum rate permitted by law, whichever is less. Entitlement to such interest shall be in addition to any other remedies Supplier may have. Franchisee shall not be entitled to set off any payments required to be made under this Section 3 against any monetary claim it may have against Supplier. Franchisee agrees that Supplier shall have the right to establish, in writing, in its sole discretion, reasonable new methods and timing of invoicing, reporting, and payment; and Franchisee agrees that it shall abide by those reasonable new methods and timing established by Supplier.

(e) Overdue Payments and Suspension of Product Shipments. If, for any reason, Franchisee fails to pay any Invoice by the date due (a "Late Payment Default"), Supplier will provide Franchisee with notice of such Late Payment Default (which notice may be given by email to any email address provided by Franchisee to Supplier or Beggars) and, upon receipt of such notice, Franchisee will have five (5) days to cure such Late Payment Default. If Franchisee fails to make all required payments to Supplier within such five-day cure period, then Supplier in its sole discretion may suspend or refuse shipment to Franchisee of additional Products until Franchisee has cured its default. If Franchisee, after curing any Late Payment Default, commits the same default again, whether or not cured after notice, or fails to cure any other curable default under this Agreement or under the Franchise Agreement, then Supplier in its sole discretion may: (a) require payment for any and all future shipments of Products to be made on a cash-on-delivery basis or (b) immediately terminate this Agreement. Supplier's exercise of its rights under this Section 3(e) will not be deemed to be a breach of any provision of this Agreement. The remedies described in this Section 3(e) are not exclusive and will not deprive Supplier of any other remedies it or Beggars may have under this Agreement, applicable law, or at equity.

4. **Assignment**. Supplier may directly or indirectly transfer, assign, or sell the Agreement and any right or obligation under the Agreement without Franchisee's consent or approval. Franchisee will not directly or indirectly transfer, assign, or sell the Agreement and any right or obligation under the Agreement without Supplier's prior written consent, which Supplier may withhold in Supplier's sole discretion.

5. **Disclaimer of Warranties; Limitation of Liability**. EXCEPT AS EXPRESSLY SET FORTH HEREIN, SUPPLIER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH

RESPECT TO THE PRODUCTS, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Franchisee's sole and exclusive remedy for any claim relating to defective, damaged, or non-conforming Products shall be limited to, at Supplier's sole option: (i) replacement of such Products; or (ii) a credit to Franchisee's account in an amount not to exceed the Price paid for such Products. In no event shall Supplier be liable for any claims relating to Products that Franchisee failed to timely inspect or for which Franchisee failed to provide timely notice in accordance with Section 3(b). IN NO EVENT WILL SUPPLIER BE LIABLE TO FRANCHISEE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, LOST REVENUE, OR BUSINESS INTERRUPTION, ARISING OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR WHETHER SUPPLIER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SUPPLIER'S TOTAL CUMULATIVE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL NOT EXCEED THE TOTAL AMOUNTS PAID BY FRANCHISEE TO SUPPLIER DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY.

6. **Independent Contractor**. Nothing contained in the Agreement will create an association, partnership, joint venture, or the relations of principal and agent between Supplier and Franchisee. Neither Supplier nor Franchisee will have any authority to bind the other in any way except as stated herein. The parties recognize that during the Term, employees of Supplier may be present on the premises of Franchisee's business. On such occasions, the employees of each party will remain solely the employees of that party, and that party will be solely responsible for the wages and benefits of its employees, and any injuries that are sustained by such employees will be covered under the workers' compensation insurance contracts of the respective employer.

7. **Waivers; Modifications**. No term or provision of the Agreement may be orally changed, waived, discharged, or terminated. The terms and provisions of the Agreement may only be changed, waived, discharged, or terminated by an instrument in writing explicitly stating a party's intent to change, waive, discharge, or terminate such term or provision, signed by the party against which enforcement of the change, waiver, discharge, or termination is sought. The failure of either party to enforce any provision of this Agreement shall not constitute a waiver of such party's right to enforce such provision or any other provision in the future.

8. **Entire Agreement**. The Agreement, including all exhibits annexed hereto (which are incorporated herein by reference), represents and incorporates the entire understanding between the parties hereto with respect to the subject matter of the Agreement. Franchisee acknowledges that prior to executing and delivering the Agreement, it was provided with sufficient time to consult with an attorney or other legal representative regarding the terms and conditions of the Agreement and Franchisee's ongoing obligations hereunder.

9. **Force Majeure**. Neither Supplier nor Franchisee will be responsible or liable for any delays in the performance of any duties under the Agreement that are not the fault or within the reasonable control of that party including, without limitation, fire, flood, natural disasters, acts of God, delays in deliveries by common carriers, governmental acts or orders, late deliveries of products or goods or furnishing of services by third party vendors, civil disorders, acts of terrorism, pandemic, or strikes and any other labor-related disruption, and in any such event said time period for the performance of an obligation hereunder will be extended for the amount of time of the delay or impossibility; provided,

however, this provision will not apply to and not result in an extension of: (a) the time for payments to be made by Franchisee as required by Section 3 hereof, or (b) the term of the Agreement.

10. **Applicable Law.** The Agreement will be interpreted and construed exclusively under the laws of Illinois. If any conflict of law arises, the laws of Illinois will prevail without regard to the application of Illinois conflict-of-law rules. If any provision of the Agreement would not be enforceable under the laws of Illinois, Franchisee is located outside of Illinois, and such provision would be enforceable under the laws of the state in which Franchisee is located, then such provision will be interpreted and construed under the laws of that state.

11. **Jurisdiction And Venue**. Any action, whether or not arising out of, or relating to, the Agreement, brought by Franchisee (or any principal thereof) against Supplier or Beggars must be brought in the U.S. District Court for the Northern District of Illinois or, if such court lacks subject matter jurisdiction, in a state court located in Cook County, Illinois. Supplier may commence an action against Franchisee in any court of competent jurisdiction. Franchisee hereby waives all objections to personal jurisdiction or venue for purposes of this Section 10 and agrees that nothing in this Section 10 will be deemed to prevent Supplier from removing an action from state court to federal court. Franchisee irrevocably waives any objection that such courts are an inconvenient forum.

12. **Survival**. The following provisions will survive the expiration or termination of this Agreement: Section 3(c) (Bank Account; Authorization of Supplier Payments) with respect to amounts accrued prior to termination, Section 3(d) (Supplier Invoice; Franchisee Payments) with respect to amounts accrued prior to termination, Section 6 (Independent Contractor), Section 8 (Entire Agreement), Section 10 (Applicable Law), Section 11 (Jurisdiction and Venue), and this Section 12 (Survival).

13. **Counterparts**. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Signatures transmitted by facsimile or electronic means (including PDF) will be deemed original signatures for all purposes.

IN WITNESS WHEREOF, the parties hereto have duly executed the Agreement on the date first above written.

FRANCHISEE:	SUPPLIER:
______________________________,	BEGCOM, LLC,
a[n] ____________________________	an Illinois limited liability company
By: ____________________________	By: ____________________________
Name: __________________________	Name: __________________________
Title: ___________________________	Title: ___________________________

EXHIBIT A

PRODUCT AND PRICE LIST

Product	Cost (as of the Agreement Date)

EXHIBIT B

ELECTRONIC FUNDS WITHDRAWAL AUTHORIZATION

Bank Name: ____

ABA No.: ____

Account No.: ____

Account Name: ____

Effective as of the date of the signature below, ________________________________ ______ ("Franchisee") hereby authorizes BEGCOM, LLC ("Supplier") or its designee to withdraw funds from the above-referenced bank account, electronically or otherwise, to make the following payments to Supplier due under that certain Commissary Agreement between Franchisee and Supplier: (i) all payments contemplated by Section 3 of the Commissary Agreement, and (ii) all other amounts due under the Commissary Agreement or any other agreement between Franchisee and Supplier. Such withdrawals will occur on a weekly basis or on such other schedule as Supplier specifies in writing. Supplier is authorized to deposit funds into the above-referenced account, electronically or otherwise. This authorization will remain in full force and effect until terminated in writing by Supplier. Franchisee must provide Supplier with a voided check from the above-referenced account in conjunction with this authorization.

FRANCHISEE:

____

a[n] ______________________________

By: ______________________________

Name: ____________________________

Title: _____________________________

Date: _____________________________

<u>EXHIBIT E</u>

STATE ADMINISTRATORS

STATE ADMINISTRATORS

CALIFORNIA

Department of Financial Protection
and Innovation
320 West Fourth Street, Suite 750
Los Angeles, California 90013
1-866-275-2677

FLORIDA

Florida Department of Agriculture
and Consumer Services
Division of Consumer Services
P.O. Box 6700
Tallahassee, Florida 32399-6700

HAWAII

Securities Compliance Branch
Business Registration Division
Department of Commerce and Consumer Affairs
335 Merchant Street, Room 205
Honolulu, Hawaii 96813

ILLINOIS

Office of Attorney General
Franchise Division
500 South Second Street
Springfield, Illinois 62701

INDIANA

Securities Commissioner
Securities Division
302 West Washington St., Room E-111
Indianapolis, Indiana 46204

KENTUCKY

Commonwealth of Kentucky
Office of the Attorney General
Consumer Protection Division
1024 Capital Center Drive
Frankfort, Kentucky 40601

MARYLAND

Office of the Attorney General
Securities Division
200 St. Paul Place
Baltimore, Maryland 21202

MICHIGAN

Michigan Department of Attorney General
Consumer Protection Division
Franchise Section
525 West Ottawa Street
G. Mennen Williams Building, 5th Floor
Lansing, Michigan 48913

MINNESOTA

Department of Commerce
85 Seventh Place East, Suite 280
St. Paul, Minnesota 55101-2198

NEBRASKA

Nebraska Department of Banking and Finance
Bureau of Securities
PO Box 95006
1526 K Street, Suite 300
Lincoln, Nebraska 68508

NEW YORK

NYS Department of Law
Investor Protection Bureau
28 Liberty Street, 21st Floor
New York, New York 10005
212-416-8222

NORTH DAKOTA

Insurance and Securities Department
600 East Boulevard Ave., Dept. 401
Bismarck, North Dakota 58505
701-328-2910

OREGON

Director
Department of Consumer and Business Services
Division of Finance and Corporate Securities
Labor and Industries Building
Salem, Oregon 97310

RHODE ISLAND

Division of Securities
Department of Business Regulation
John O. Pastore Center, Building 69-1
1511 Pontiac Avenue
Cranston, Rhode Island 02920

SOUTH DAKOTA

Division of Insurance
Securities Regulation
124 South Euclid Avenue, Suite 104
Pierre, South Dakota 57501
605-773-3563

TEXAS

Statutory Document Section
Secretary of State
P.O. Box 12887
Austin, Texas 78711

UTAH

Division of Consumer Protection
Utah Department of Commerce
160 East Three Hundred South
P.O. Box 45804
Salt Lake City, Utah 84114

VIRGINIA

State Corporation Commission
Division of Securities and Retail Franchising
1300 East Main Street, Ninth Floor
Richmond, Virginia 23219

WASHINGTON

Securities Division
Department of Financial Institutions
PO Box 41200
Olympia, Washington 98504

WISCONSIN

Department of Financial Institutions
Division of Securities
4822 Madison Yards Way
North Tower, 4th Floor
Madison, WI 53705

EXHIBIT F

AGENTS FOR SERVICE OF PROCESS

AGENTS FOR SERVICE OF PROCESS

ILLINOIS

Illinois Attorney General
Franchise Division
500 South Second Street
Springfield, Illinois 62701

INDIANA

Indiana Secretary of State
Securities Division
Room E-111
302 West Washington Street
Indianapolis, Indiana 46204

KENTUCKY

Commonwealth of Kentucky
Office of the Attorney General
Consumer Protection Division
1024 Capital Center Drive
Frankfort, Kentucky 40601

FOR ALL STATES NOT LISTED ABOVE:

Laurance Garetto
12949 South California Avenue
Blue Island, Illinois 60406

EXHIBIT G

EXISTING BEGGARS PIZZA® RESTAURANTS

FRANCHISED RESTAURANTS
as of December 31, 2025

State	City	Name of Franchisee	Address	Telephone
IL	Chicago (Kenwood/Hyde Park)	JMB Hyde Park, LLC (John Bobak, Martin Bobak, Nicholas Bobak)	1400 East 47th Street Unit F-1 Chicago, IL 60653	773-690-5255
IL	Chicago (Midway)	VSR Enterprises, LLC (Vincente Gallegos, Sergio Sanchez, Roberto Reyes)	5133 Cicero Avenue Chicago, IL 60632	773-735-7000
IL	Chicago (Roseland)	Unified Investment Group LLC (Patricia Mohan)	10134 South Halsted Chicago, IL 60628	773-429-8446
IL	Chicago (Stony Island)	Pizza Dough Partners, Inc. (Brian Needham)	8100 South Stony Island Chicago, IL 60617	773-221-2500
IL	Crest Hill	CamBray Enterprises, Inc. (Dave Susay)	1720 Plainfield, Road Crest Hill, IL 60403	815-267-1800
IL	Downers Grove	Family Pizza, Inc. (Salah Azar, Assi Savegh, Michael Savegh)	417 West 63rd Street Downers Grove, IL 60516	708-710-1054
IL	Harvey	Harris Brothers Group, LLC (Napoleon Harris)	369 Sibley Boulevard Harvey, IL 60426	708-333-2929
IL	Maywood	La Flor Investments, LLC (Maribel Bustos)	621 Roosevelt Road Maywood, IL 60153	708-343-8000
IL	Merrionette Park (Gas-N-Wash)*	LAPF 119 LLC (Amanda Melvin, John Garetto, Peter Garetto)	11849 S. Kedzie Avenue Merrionette Park, IL	(708) 385-3434
IL	Mokena	Mandy Enterprises, Inc. (Dave Susay)	9515 West 191st Street Mokena, IL 60448	708-479-7600
IL	Oak Lawn	J & M Beggars Pizza O.L., Inc. (Jim Christensen)	10240 South Central Ave. Oak Lawn, IL 60453	708-499-0505
IL	Orland Park	BP Orland Park, LLC (Phillip Kocmoud, Kimberly Melvin)	11329 West 143rd Street Orland Park, IL 60453	708-364-1500
IL	Plainfield	Beg4 BP LLC (Susan Hoffman, Mary Garetto, Anthony Garetto, Dave Hoffman)	16122 Route 59 Plainfield, IL 60544	815-254-2222
IN	Crown Point	CR Pizza Corp. (Randy Medina, Clifford Fitch)	1640 East Summit Street Crown Point, IN 46307	219-226-9999
IN	Gary (Broadway)	JQ Investment, LLC (Jonathan L. Harris Sr., Quentin Marcell Grant, Jr.)	4345 South Broadway Gary, IN 40409	219-951-0695

State	City	Name of Franchisee	Address	Telephone
IN	Gary (Miller Beach)	JQ Miller, LLC (Jonathan L. Harris Sr., Quentin Marcell Grant, Jr.)	887 South Lake Street Gary, IN 46403	219)-315-0700
IN	Valparaiso	Mozzarella Fellas LLC (Ryan Eder, Jon Eder, James Eder)	3518 Calumet Avenue Valparaiso, IN 46383	219-299-2224
IN	Whiting	E3 Development, LLC (James Eder, Jon Eder, Ryan Eder)	1326 119th Street Whiting, IN 46394	219-659-4555

* This is a non-traditional outlet providing take-out and delivery services only.

AFFILIATE-OWNED RESTAURANTS
as of December 31, 2025

State	City	Address	Telephone
IL	Blue Island	12660 South Western Avenue Blue Island, IL 60406	708-385-1234
IL	Bolingbrook	300 Veterans Parkway Bolingbrook, IL 60440	630-378-4000
IL	Chicago (West Loop)	310 South Clinton Street Chicago, IL 60661	312-588-0055
IL	Crestwood	12701 Central Avenue Crestwood, IL 60418	708-388-4050
IL	Lansing	3524 Ridge Road Lansing, IL 60438	708-418-3500
IL	Merrionette Park	3277 West 115th Street Merrionette Park, IL 60803	708-385-1234
IL	New Lenox	650 West Lincoln Highway New Lenox, IL 60451	815-485-8000
IL	Oak Forest	15600 South Cicero Avenue Oak Forest, IL 60452	708-535-9500
IL	Richton Park	22149 Governors Highway Richton Park, IL 60471	608-679-9990
IN	Dyer	3344 Sheffield Avenue Dyer, IN 46311	219-322-4448

EXHIBIT H

FORMER FRANCHISEES

The names and contact information for franchisees who transferred their franchise, or had a franchise terminated, cancelled, were not renewed, or otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement during our last fiscal year and through the date listed above, or who have not communicated with us within 10 weeks are:

Name	Contact Information	Former Restaurant Location	Notes
Calvey Corp. (James Eder)	1326 119th Street Whiting, IN 46394 219-659-4555	Dyer, IN	Outlet acquired by franchisor; franchisee remains in the system as an operator of other locations.

EXHIBIT I

SPEEDLINE SOLUTIONS, INC. AGREEMENTS

SPEEDLINE SOLUTIONS INC.
SYSTEM PURCHASE AGREEMENT

THIS SPEEDLINE SOLUTIONS INC. SYSTEM PURCHASE AGREEMENT ("Agreement") is made between SpeedLine Solutions Inc. ("SpeedLine") and the person, firm, corporation or other entity described below ("Customer" or "you").

1. ACQUISITION OF SYSTEM: SpeedLine will provide to the Customer and the Customer will purchase, receive or acquire from SpeedLine the equipment, the license for the on-premises implemented software and software made available via online services (collectively, the "software"), the support services and any related services described in the SpeedLine quote attached as Schedule "A" or entered into by the parties from time to time (each, a "Quote"), on the terms and conditions set forth herein and in the Quote.

2. PURCHASE OF EQUIPMENT: SpeedLine agrees to sell and the Customer agrees to purchase the equipment described in the Quote for the purchase price and on the terms and conditions set forth herein and in the Quote.

3. RECEIPT OF SOFTWARE LICENSE: SpeedLine agrees to provide the license for the software described in the Quote and the Customer agrees to pay the amount set forth in the Quote for such license on the terms and conditions set forth herein and in the Quote. The form of the license shall be in SpeedLine's current standard form of Software License Agreement, except for (where applicable) the SpeedDine online ordering service which shall be in SpeedLine's then current standard form of SpeedDine Online Ordering System Subscription Agreement.

4. SUPPORT SERVICES: SpeedLine agrees to provide the support services of the type and as otherwise set forth in the Quote and the Customer agrees to pay the amount set forth in the Quote for such support services on the terms and conditions set forth herein and in the Quote. The form of the agreement for the support services shall be in SpeedLine's current standard form of Support Services Agreement.

5. TERMS AND CONDITIONS OF PAYMENT: The terms and conditions of payment of all amounts owing by the Customer to SpeedLine hereunder are:

(a) Any deposit as set forth in the Quote (where applicable), and (where applicable) signed equipment leasing documentation including the leasing company's approval of financing to the Customer and the leasing company's purchase order to SpeedLine for the equipment is required by SpeedLine prior to acceptance and processing of the Customer's order and prior to SpeedLine confirming the implementation and training dates.

(b) All amounts owing by the Customer to SpeedLine hereunder (except for deposits already paid) from time to time shall be paid to SpeedLine or as directed by SpeedLine in the amount(s) and at the time(s) and on the terms and conditions set forth herein and in the Quote, including but not limited to the balance as set forth in the Quote.

(c) All amounts owing by the Customer to SpeedLine hereunder which are not known at the time of signing the Agreement, including, but without limitation, costs of shipping and handling, and insurance during shipment and delivery of the equipment and on-premises implemented software, shall be invoiced by SpeedLine to the Customer, and shall be paid by the Customer to SpeedLine or as directed by SpeedLine in full by the due date indicated on the invoice, which will be issued based upon SpeedLine's then-current standard invoicing terms.

6. IMPLEMENTATION AND TRAINING: SpeedLine agrees to provide implementation and training in respect of the equipment and software as described in the Quote and the Customer agrees to pay the amounts set forth in the Quote for such implementation and training as well as SpeedLine's expenses reasonably and actually incurred in performing such implementation and training, which include, but without limitation, travel time for SpeedLine's personnel and SpeedLine's out-of-pocket expenses for travel, food and lodging of SpeedLine's personnel, on the terms and conditions set forth herein and in the Quote. The implementation date and the training dates and schedule will be notified to the Customer, and where applicable, upon SpeedLine receiving the required deposits and/or the required equipment leasing company documentation.

7. SPECIAL SERVICES AND CROSS BORDER SERVICES: The software products are manufactured in Canada. The software products of SpeedLine require implementation and training to be carried out only by specially trained technicians. In connection with the software products, including the software products which are supplied by SpeedLine from Canada and delivered to the Customer outside Canada, and where SpeedLine will provide the implementation and training, incidental to the payments by the Customer to SpeedLine for the software license and the system purchase as described in this Agreement, SpeedLine will provide the services of one or more specially trained technicians with the required special knowledge of the software products to provide the implementation and training as called for under and within the costs set

forth in this Agreement and the Quote, and any amendments thereof.

8. APPROVED SUPPLIER: Where the Licensor of the Customer has approved SpeedLine to be the supplier of the equipment and the software license for the software described in the Quote, and such Licensor of the Customer will be responsible for implementation and training instead of SpeedLine, SpeedLine will train the Licensor's personnel to perform implementation and training in respect of the equipment and software, which must be performed by the trained personnel of such Licensor. Where the Customer will perform its own implementation and training, the Customer's personnel shall first have completed SpeedLine's training to SpeedLine's satisfaction, and the Customer must use such personnel as trained by SpeedLine to perform the implementation and training in accordance with SpeedLine's specifications and standards and with the approval of SpeedLine in writing in advance. If SpeedLine is required to perform additional training for new or replacement personnel of the Customer, SpeedLine reserves the right to charge for the same at its then-current standard charge rate plus expenses.

9. LOCATION AND NUMBER OF TERMINALS: The on-premises implemented software may be used only at the Customer's location as specified in the Quote, and only on the number of terminals which is equal to the number of SpeedLine Solutions software user licenses received by the Customer or, in the case of certain of the software programs, only on one (1) of the Customer's terminals, as specified in the Quote. No change of the location or increase to the number of terminals may be made without the prior written consent of SpeedLine.

10. IMPLEMENTATION CRITERIA: The Customer is responsible to meet SpeedLine's implementation criteria for site preparation, facilities and specifications as set forth in the SpeedLine Solutions System Implementation Requirements provided to the Customer, prior to implementation of the equipment and software, and to maintain such criteria thereafter.

11. APPROVED SUPPLIER: If the Licensor of the Customer requires that the Customer must purchase, receive or acquire equipment and software that meets the Licensor's required specifications and standards and which is acquired from an approved supplier, the Customer is responsible for ensuring that the equipment and software described in the Quote meet the required specifications and standards, and for having SpeedLine approved as a supplier of the equipment and software described in the Quote.

12. PAYMENT IN FULL: The Customer acknowledges and agrees that the total owing as described in the Quote shall be paid in full prior to SpeedLine providing the Customer with the access code to activate the software for use by the Customer. All payments shall be made by pre-authorized credit or debit card, account debit, certified cheque, cashier's check, bank draft, money order or other means approved in writing in advance by SpeedLine. If the Customer pays by credit card or debit card, the amount required to be paid by SpeedLine to the credit card or debit card issuer will be added to the amount required to be paid by the Customer to SpeedLine hereunder.

13. SHIPPING, HANDLING AND INSURANCE: The Customer is responsible to pay for shipping, handling and insurance in respect of the supply of the equipment and on-premises implemented software to the Customer by SpeedLine, F.O.B. SpeedLine's designated supply facility in Abbotsford, British Columbia or Lynden, Washington, as the case may be. SpeedLine will pack the equipment and (where applicable) on-premises implemented software for shipment in accordance with standard packing and shipping practices for such items. The risk of loss or damage will pass to the Customer upon delivery of the equipment and (where applicable) on-premises implemented software to the common carrier. Title to the equipment (but not the software) will pass to the Customer on the later of delivery to the common carrier or payment of all amounts owing as described herein.

14. TAXES: The customer is responsible to pay all applicable taxes, duties and other governmental tariffs, fees and other charges pertaining to the sale of the equipment and services and the granting of the software license to the Customer hereunder, based on SpeedLine's designated supply facility location, where applicable, and on the location where the equipment and software will be implemented and used and the services provided.

15. CURRENCY: If the currency of payments has not been specified in the Quote, then the Customer agrees that the currency of all payments under this Agreement will be United States currency.

16. PERMITS AND LICENSES: The Customer is responsible to obtain and maintain any and all required permits and licenses prior to implementation and use of the equipment and software at the Customer's location.

17. OVERDUE PAYMENTS: All overdue payments by the Customer shall bear interest at the rate of eighteen percent (18%) per annum or the maximum rate of interest permitted by law, whichever is lower, from the due date until paid in full.

18. QUOTES AND INVOICES FORM PART OF AGREEMENT: All SpeedLine Quotes accepted by the Customer and all invoices issued by SpeedLine to the Customer are hereby incorporated into this Agreement by this reference and form a part of this Agreement. Any preprinted terms on purchase orders or commercial documentation submitted by the Customer

Last Updated: May 27, 2021

are hereby rejected and superseded and replaced by this Agreement.

19. GENERAL: In the event of the invalidity or unenforceability of any portion or provision of this Agreement, the parties agree that to such extent only such portions or provisions are to be severed herefrom, and that such invalidity or unenforceability shall not affect the validity or enforceability of the remaining portions or provisions of this Agreement which shall remain in full force and effect. SpeedLine or the Customer may not change, waive, modify, or amend this Agreement, except as specifically provided in this Agreement or by written agreement signed by both parties. This Agreement may be signed by the parties in counterparts which when taken together will constitute one Agreement. The signatures of either party to this Agreement or on any communication relating to this Agreement may be sent by facsimile or other electronic transmission, and when so received will be treated in the same manner as an originally executed Agreement or communication. The Agreement may not be transferred or assigned in whole or in part in any manner directly or indirectly by the Customer without the prior written consent of SpeedLine. If the Agreement or the Software is assigned or transferred or sub-licensed, the Agreement will be binding on the Software recipient. The Agreement may be assigned by SpeedLine. The laws of the Province of British Columbia govern this Agreement. All actions, suits or proceedings shall be brought and prosecuted by the Customer in the Province of British Columbia, and may be brought and prosecuted by SpeedLine in the Province of British Columbia or elsewhere where the Customer has a presence, and the Customer hereby submits to the jurisdiction of the courts of the Province of British Columbia and waives any objections as to venue in such courts. SpeedLine shall not be responsible for failure to perform its obligations under this Agreement due to causes beyond its control. In the Agreement, words in the singular include the plural and the masculine includes the feminine and neuter and vice versa. If the Customer is more than one person, firm, corporation or other entity, the liability of the Customer hereunder is both joint and several.

20. NO WAIVER: No waiver by SpeedLine of strict compliance with this Agreement by the Customer shall constitute a continuing waiver of strict compliance with the particular obligation, or a waiver of any subsequent strict compliance by the Customer with the same or any other obligation hereunder.

21. FURTHER ACTS AND DOCUMENTS: The parties agree to carry out and perform all such further acts and deeds and to make, execute and deliver all such further documents, instruments, agreements and assurances as may be required in order to carry out the terms and conditions of this Agreement in accordance with their expressed intent.

22. LIMITED LIABILITY AND LIMITED WARRANTY: SpeedLine does not guarantee or warrant that the equipment or the software will meet all of the Customer's requirements. SpeedLine is not responsible for problems or incompatibilities:

(a) caused by changes in computer hardware equipment or computer operating systems made or implemented after the implementation of the equipment and/or the software described herein.

(b) caused by software updates not being compatible with the Customer's existing computer hardware or computer operating system or supporting facilities at the Customer's location.

(c) caused by the Customer using the software with computer hardware or computer operating systems not supplied by SpeedLine and implemented by SpeedLine or an integrator who has completed SpeedLine's integrator training to SpeedLine's satisfaction.

(d) arising where the equipment is not supplied by SpeedLine or where the equipment and/or the software are not implemented by SpeedLine or an integrator who has completed SpeedLine's integrator training to SpeedLine's satisfaction.

(e) arising where the Customer fails to meet and maintain SpeedLine's implementation criteria for the equipment and software.

(f) arising in respect of implementation of the equipment and software by SpeedLine or training by SpeedLine so long as such implementation and training has been carried out in a proper and workmanlike manner.

(g) or any damages or losses arising in any way from or in connection with any inaccurate or incomplete information supplied by the Customer, and any and all costs and expenses associated with any changes required due to the same are for the Customer's account only.

(h) or any damages or losses arising in any way from or in connection with the menu design, menu set-up, menu pricing, tax calculations, or any software configuration settings.

THE EQUIPMENT IS SUPPLIED BY SPEEDLINE TO THE CUSTOMER WITH THE MANUFACTURER'S WARRANTY ONLY. SPEEDLINE GIVES NO WARRANTY OR CONDITION OF ANY KIND WITH RESPECT TO THE EQUIPMENT TO THE CUSTOMER.

SPEEDLINE DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES AND CONDITIONS NOT SET FORTH HEREIN,

EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, MERCHANTABLE QUALITY, DURABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE AND NON-INFRINGEMENT OR NON-VIOLATION OF THIRD PARTY RIGHTS.

IN NO EVENT SHALL SPEEDLINE OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, ECONOMIC OR PECUNIARY LOSSES OR DAMAGES OF ANY KIND, PUNITIVE DAMAGES, OR COSTS OF DATA STORAGE OR COMMUNICATIONS LINKS (INCLUDING ANY BACK-UP STORAGE OR LINKS) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF SPEEDLINE OR THE SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES OR LOSSES.

IN ANY CASE THE AGGREGATE AMOUNT OF SPEEDLINE'S AND THE SUPPLIERS' ENTIRE LIABILITY IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE UNDER ANY AND ALL PROVISIONS OF THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT OF ALL PAYMENTS MADE BY THE CUSTOMER TO SPEEDLINE UNDER THIS AGREEMENT. THIS IS SPEEDLINE'S AND THE SUPPLIERS' ENTIRE LIABILITY AND THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY UNDER THIS AGREEMENT IN LIEU OF ALL OTHERS.

THIS EXCLUSION OF LIABILITY ALSO INCLUDES ANY LIABILITY WHICH MAY ARISE OUT OF THIRD PARTY CLAIMS AGAINST THE CUSTOMER. THE PURPOSE OF THIS PROVISION IS TO LIMIT THE POTENTIAL LIABILITY OF SPEEDLINE AND THE SUPPLIERS ARISING OUT OF THIS AGREEMENT.

23. SURVIVAL OF CERTAIN TERMS: Terms and conditions of this Agreement which by their nature require performance after the expiry or termination of this Agreement, including but not limited to the limitations of liability, will survive any expiry or termination of this Agreement.

24. ENTIRE AGREEMENT: This is the entire agreement between the Customer and SpeedLine, which supersedes any prior agreement or understanding, whether written or oral, relating to the subject matter of this Agreement.

25. LANGUAGE OF AGREEMENT: At the request of the parties hereto, this Agreement has been drafted in the English language only. A la demande des parties aux presentes, cette Convention a ete redige en langue anglais seulement.

26. ENUREMENT: The terms and conditions of this Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, estates, legal representatives, successors and permitted assigns.

27. EFFECTIVE DATE: This Agreement is effective as of the date it becomes signed by both parties pursuant to the Signing of Software License and Related Agreements page or separately.

28. ACKNOWLEDGEMENT: The Customer acknowledges that the Customer has read this Agreement, understands it, and agrees to be bound by the terms and conditions of this Agreement.

SPEEDLINE SOLUTIONS INC.
SOFTWARE LICENSE AGREEMENT

THIS SPEEDLINE SOLUTIONS INC. SOFTWARE LICENSE AGREEMENT ("Agreement") is made between SpeedLine Solutions Inc. ("SpeedLine") and the person, firm, corporation or other entity described below ("Customer" or "you").

Important - Read Carefully: This SpeedLine Solutions Inc. Software License Agreement is a legal agreement between you the Customer and SpeedLine for "SpeedLine Solutions" on-premises installed software ("Installed Software") and software made available via online services ("Online Services", and together with the Installed Software, collectively, the "Software") comprising a point-of-sale software solution and certain related software solutions as listed or indicated in the SpeedLine quote(s) entered by the parties into from time to time (each, a "Quote"), other than the SpeedDine online ordering service which shall be subject to the SpeedDine Online Ordering System Subscription Agreement. "Software" includes computer software and associated media, and all printed material, and online or electronic documentation ("Documentation"). The Software includes an executable copy of the Installed Software to allow it to run on your computer system, Online Services, a data base platform for storage of your data, and certain pre-set forms for data reports; however this Agreement does not grant you access to the source code of the Software.

GRANT OF LICENSE: This Agreement grants you the following rights. Subject to the terms of this Agreement, you are granted a personal, non-exclusive, non-transferable license to do the following (the "License" for each Installed Software product or Online Services): (a) implement and use one (1) copy of the Installed Software products, at the business location of the Customer, on the number of terminals which is equal to the number of SpeedLine Solutions Software user licenses received by the Customer or, in the case of certain of the related software programs, on one (1) of the Customer's terminals, and for the term (unlimited, fixed prepaid, or subscription), in each case specified in the Quote; (13) access and use the Online Services for a subscription license term specified in the Quote; and (c) use the Documentation in conjunction with your use of the Installed Software and Online Services. No transfer of this Agreement (including any License) in whole or in part in any manner directly or indirectly, no sub-licensing, and no increase to the number of terminals or change to the business location may be made without the prior written consent of SpeedLine. The terms and conditions of this Agreement shall apply to all changes or amendments hereto, unless a new Software License Agreement is entered into by the parties, at the option of SpeedLine.

OWNERSHIP: The Software is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. SpeedLine owns and will at all times retain exclusive ownership of all rights, title, and interests, including copyrights and all other intellectual property rights, in and to the Software, the Documentation, and any copies of the Software or Documentation. The Customer acquires only the right to use the Software for the term of this Agreement and does not acquire any rights of ownership in the Software. The Software is licensed, not sold.

COPIES: The Customer may make one (1) copy of the Installed Software for backup purposes. No other copies shall be made in any form or medium without prior written consent from the President of SpeedLine or other authorized personnel at SpeedLine designated by the President as having such authority ("authorized personnel"). You may not copy the Documentation accompanying the Software in any form or medium.

PERMITTED USES, RESTRICTED USES: The Customer may only use the Software for the intended purpose of a retail point-of-sale solution and related solutions and as permitted by this Agreement. The Customer may not copy (except as provided in the "Copies" section above), reverse engineer, decompile, disassemble, decrypt, modify, adapt, or translate the Software in any way, or merge the Software into any other computer program material, or re-write the Software into any different computer program language. Use of the Software to test or improve a competing software package without prior written approval from authorized personnel at SpeedLine is a violation of this Agreement. The Customer may not (a) sell, rent, lease, license, transfer, lend or give away the Software; or (b) "frame" or "mirror" the Online Services.

CONSIDERATION - UNLIMITED TERM: The Customer may receive the License for certain Installed Software products, and the Installed Software copy provided, for an unlimited term, by fully paying for the License for those products by an initial deposit and payment in full of the balance due, as invoiced by SpeedLine to the Customer, on or before implementation of those Installed Software products.

CONSIDERATION - FIXED PREPAID LICENSE TERM: The Customer may also receive the License for certain Installed Software products, and the Installed Software copy provided, for a fixed prepaid license term, by fully paying for the License for the prepaid license term for those products by an initial deposit and payment in full of the balance due, as invoiced by SpeedLine to the Customer, on or before implementation of those Installed Software products. The fixed prepaid license term may then be extended or renewed on the same terms and conditions as provided in this Agreement for further fixed prepaid license terms, by fully paying for the License and Installed Software copy for the extended or renewed prepaid license term by payment in full of the amount due for such extended or renewed prepaid license term, as invoiced by SpeedLine to the Customer (including and as it may be adjusted by SpeedLine for the extended or renewed prepaid license term), on or before the expiry date of the then current fixed prepaid license term or extended or renewed prepaid license term.

CONSIDERATION - SUBSCRIPTION LICENSE TERM: The Customer may also receive (a) the License for certain Installed Software products, and the Installed Software copy provided, and for Online Services, and (b) Software updates and support products and services under the Support Services Agreement as specified in the Quote, in the case of subsections (a) and (b) for a subscription license term, by paying one or more monthly recurring subscription fee(s) as invoiced by SpeedLine to the Customer on a monthly basis and adjusted by SpeedLine from time to time effective after the end of the initial term and as of the beginning of any renewal term. Subscription fees payments, plus applicable taxes, will be invoiced on the 25th (or the closest preceding business day) of each month (including for any partial periods in the month), except for the first month when they will be invoiced with
the Quote. If the Customer adds any additional subscription Licenses or products and services during the initial or any renewal term, (i) the term of such additional subscription Licenses or products and services will be the same as the initial subscription term or renewal term then in effect; and (ii) payment frequency must be the same for all subscription Licenses, products and services.

OVERDUE PAYMENTS: All overdue payments by the Customer shall bear interest at the rate of eighteen percent (18%) per annum or the maximum rate of interest permitted by law, whichever is lower, from the due date until paid in

SOFTWARE KEY; ACCESS CODES: SpeedLine will provide the Customer with a software key and assign an access code to activate the Software for use by the Customer. Where a License is for an unlimited term, the access code will not expire or else will be extended by SpeedLine as necessary. Where a License is for a fixed prepaid license term or an extended or renewed prepaid license term, the access code will be for the prepaid license term only. Where a License is for a subscription license term, the access code will be for so long as the subscription license term continues. The Customer acknowledges that the Software will become inoperable upon the expiry or earlier withdrawal of the access code in accordance with the terms of this Agreement. Certain Installed Software may incorporate automatic shutdown features that will render the Software inoperable and Online Services will become inaccessible if the Customer is no longer authorized to use them under this Agreement.

CUSTOMER RESPONSIBILITIES - ONLINE SERVICES: Customer is responsible at its cost for all equipment, telecommunications, and services necessary to access the Online Services. Customer understands that electronic communication is necessary for Customer's use of the Online Services. Customer consents to SpeedLine's receipt and storage of electronic communications and Customer Data. Customer acknowledges that Customer's electronic communications will involve transmission over the Internet and over various other networks that are not owned or operated by SpeedLine. Customer agrees that SpeedLine is not responsible for any electronic communications or Customer Data which are delayed, lost, altered, intercepted or stored without authorization during the transmission of any data whatsoever across networks not owned or operated by SpeedLine, including, without limitation, the Internet.

INTEGRATION WITH THIRD PARTY APPLICATIONS: The Software may contain features designed to interoperate or communicate with applications and services supplied by entities other than SpeedLine ("Third Party Applications"). Third Party Applications may be provided integrated and included as part of the Software or Customer may be required to obtain access to the Third Party Applications from their supplier and/or agree to the supplier's fees and terms of service (in which case their terms of service will govern Customer's use of the Third Party Application and it is provided without representation, warranty or condition by SpeedLine). If the supplier of any Third Party Application ceases to make it available and/or the supplier's fees and terms of service (if any) are not acceptable to Customer, SpeedLine may cease providing access to such Third Party Application and the corresponding Software features without entitling Customer to any refund, credit, or other compensation.

CUSTOMER DATA: All electronic data, information or material submitted by Customer or Customer's users to the Software ("Customer Data") will remain the sole property of Customer. Customer will have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and copyright of all Customer Data. Subject to the terms and conditions of this Agreement, Customer grants to SpeedLine a non-exclusive license to use, copy, store, transmit and display Customer Data to the extent reasonable to provide the use of and maintain the Software and as otherwise provided herein. SpeedLine will use commercially reasonable security measures to protect Customer Data against unauthorized disclosure or use while in SpeedLine's possession or control.

Customer is responsible at its cost for procuring and maintaining its own data storage and communications links (including back-up data storage and links) as it sees fit for its business, and SpeedLine assumes no responsibility or liability in the event of loss of access to Customer Data or Online Services due to any service outage of the Software.

SpeedLine may aggregate, use, disclose, distribute, and publish anonymous statistical or analytical data derived from Customer Data regarding use and functioning of SpeedLine's Software, provided such statistical or analytical data is in anonymized form and does not identify Customer. Such statistical or analytical data will be the sole property of SpeedLine.

Each party shall comply with its applicable obligations under any applicable data protection and privacy law and regulations (collectively, "Data Protection Law"), and shall not, by act or omission, put the other party in breach of any such Data Protection Law. Customer will be responsible for providing such notices to and obtaining such consents from subject individuals that are necessary (if any) under Data Protection Law and applicable laws governing anti-spam and the sending of commercial or marketing messages (including email and text) in order to enable SpeedLine to provide its services and use of the Software to Customer as contemplated by this Agreement.

Customer agrees and acknowledges that SpeedLine has no obligation to retain Customer Data on termination or expiration of this Agreement, and, unless legally prohibited, may delete any Customer Data in its possession at any time after 30 days after termination or expiration of this Agreement.

MODIFICATION OF ONLINE SERVICES: SpeedLine reserves the right at any time, and from time to time, to modify, temporarily or permanently, the Online Services (or any part thereof). In the event that SpeedLine modifies any Online Services in a manner which removes or disables a feature or functionality on which Customer materially relies, Customer shall have the right to terminate its usage of the particular Online Services on thirty (30) days' notice to SpeedLine without termination fee, penalty, or liability and receive a pro-rata refund of the subscription fees paid for the terminated Online Services for the terminated portion of the subscription license term, to the extent that Customer has paid subscription fees in advance. Customer acknowledges that SpeedLine reserves the right to discontinue offering the Online Services at the conclusion of Customer's then-current subscription license term. Customer agrees that SpeedLine shall not be liable to Customer nor to any third party for any modification of the Online Services as described in this Section.

QUOTES AND INVOICES FORM PART OF AGREEMENT: All SpeedLine Quotes accepted by the Customer and all invoices issued by SpeedLine to the Customer are hereby incorporated into this Agreement by this reference and form a part of this Agreement. Invoices for a fixed prepaid license term or an extended or renewed prepaid license term will specify the length of such license terms. Any preprinted terms on purchase orders or commercial documentation submitted by the Customer are hereby rejected and superseded and replaced by this Agreement.

TERM: This Agreement and any License is effective until it expires or is terminated. Where a License is for an unlimited term, this License will remain in force indefmitely, unless earlier terminated by either party as provided herein. Where a License is for a fixed prepaid license term or an extended or renewed prepaid license term, this License will remain in force for the specified license term and will expire and terminate at the end of it unless extended or renewed as provided herein, unless earlier terminated by either party as provided herein. Where a License is for a subscription license term, the License will remain in force for the initial term specified in the Quote (36 or 12 months), and thereafter will automatically renew for consecutive renewal terms of 12 months each, unless either party terminates the subscription license term upon not less than thirty (30) days' notice to the other party before the end of the then current initial or (if any) renewal term (as the case may be), or unless earlier terminated by either party as provided herein. This Agreement will automatically terminate when there are no remaining Licenses in effect.

UPDATES: SpeedLine may but is not obligated to release Software updates from time to time including for additional or revised features and patches for the Software. Software updates are made available by SpeedLine under and subject to the terms and conditions of a Support Services Agreement with SpeedLine. If the Customer does not have a Support Services Agreement with SpeedLine, the Customer will not have access to any Software updates. All Software updates form a part of the Software as referred to in this Agreement and shall be governed by the terms and conditions of this Agreement, unless a new license agreement is entered into by the parties at the option of SpeedLine.

CONFIDENTIAL INFORMATION: The Customer agrees that the Software and its Documentation, underlying ideas, concepts, processes, algorithms, procedures, routines, specifications, systems, codes, designs, layouts, and functionality are confidential and constitute confidential information and trade secrets owned by SpeedLine. The Customer further agrees not to publish, disclose, transfer, distribute or use for any purpose not authorized by this Agreement any confidential information or trade secrets without prior written consent from authorized personnel at SpeedLine. The Customer agrees that this covenant to protect the confidential information shall remain in effect after the expiry or termination of this Agreement for a period of two (2) years, and this covenant to protect the trade secrets shall remain in effect after the expiry or termination of this Agreement for so long as such trade secrets remain trade secrets. In the event of any dispute, SpeedLine may at any time designate which items constitute either trade secrets or confidential information. The Customer agrees to use the same reasonable efforts in the circumstances to protect and maintain the confidentiality of the confidential information and trade secrets as the Customer would use to protect and maintain the confidentiality of the Customer's own confidential information and trade secrets of a similar nature.

PRODUCT SUPPORT: Product support is not provided under this Agreement, however, it may be obtained under

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and subject to the terms and conditions of a Support Services Agreement with SpeedLine. Except as set out in the Support Services Agreement, the Customer is solely responsible for its support and use of the Software.

TERMINATION: The Customer may terminate this Agreement (including all Licenses) by destroying or returning the Installed Software, software key(s), Documentation and all copies thereof to SpeedLine, and permanently ceasing to use the Online Services. SpeedLine may terminate this Agreement (including all Licenses), if the Customer fails to fully comply with the terms and conditions of this Agreement, or if the Customer becomes insolvent or the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors and in the case of any such involuntary proceeding it remains undismissed thirty (30) days after filing. Upon expiry or termination of this Agreement and/or any License, SpeedLine will be released of any obligations hereunder without liability to or recourse by the Customer in respect of the expired or terminated Installed Software and/or Online Services, and SpeedLine may do any one or more of the following:

(a) Declare all amounts owing to SpeedLine to be immediately due and payable, either in their entirety in the case of expiration or termination of this Agreement in its entirety (including all Licenses,) or for the particular License.

(b) Require the Customer to immediately discontinue use of the expired or terminated Installed Software or Online Services, and immediately return the applicable software key(s) to SpeedLine and destroy or return the applicable Installed Software and all copies of the Installed Software and all of its component parts to SpeedLine.

(c) Withdraw the Software access codes making the applicable Installed Software or Online Services unusable, in which event, SpeedLine will not be liable for any claim of business interruption or loss of profits or data or any other claims, losses or damages of any kind that may arise as a result.

SUSPENSION OF ONLINE SERVICES: In addition to other applicable remedies, SpeedLine may suspend Customer's access to the Online Services (or any part thereof) upon 5 business days' email notice if Customer's account becomes delinquent (falls into arrears) or Customer materially breaches this Agreement and such breach has not been cured within such 5 days' period, in lieu of termination of this Agreement (but without limiting SpeedLine's right to terminate this Agreement at any time after such suspension).

GENERAL: In the event of the invalidity or unenforceability of any portion or provision of this Agreement, the parties agree that to such extent only such portions or provisions are to be severed herefrom, and that such invalidity or unenforceability shall not affect the validity or enforceability of the remaining portions or provisions of this Agreement which shall remain in full force and effect. SpeedLine or the Customer may not change, waive, modify, or amend this Agreement, except as specifically provided in this Agreement or by written agreement signed by both parties. This Agreement may be signed by the parties in counterparts which when taken together will constitute one Agreement. The signatures of either party to this Agreement or on any communication relating to this Agreement may be sent by facsimile or other electronic transmission, and when so received will be treated in the same manner as an originally executed Agreement or communication. The Agreement may not be transferred or assigned in whole or in part in any manner directly or indirectly by the Customer without the prior written consent of SpeedLine. If the Agreement or the Software is assigned or transferred or sub-licensed, the Agreement will be binding on the Software recipient. The Agreement may be assigned by SpeedLine. The laws of the Province of British Columbia govern this Agreement. All actions, suits or proceedings shall be brought and prosecuted by the Customer in the Province of British Columbia, and may be brought and prosecuted by SpeedLine in the Province of British Columbia or elsewhere where the Customer has a presence, and the Customer hereby submits to the jurisdiction of the courts of the Province of British Columbia and waives any objections as to venue in such courts. SpeedLine shall not be responsible for failure to perform its obligations under this Agreement due to causes beyond its control. In the Agreement, words in the singular include the plural and the masculine includes the feminine and neuter and vice versa. If the Customer is more than one person, firm, corporation or other entity, the liability of the Customer hereunder is both joint and several.

NO WAIVER: No Waiver by SpeedLine of strict compliance with this Agreement by the Customer shall constitute a continuing waiver of strict compliance with the particular obligation, or a waiver of any subsequent strict compliance by the Customer with the same or any other obligation hereunder.

FURTHER ACTS AND DOCUMENTS: The parties agree to carry out and perform all such further acts and deeds and to make, execute and deliver all such further documents, instruments, agreements and assurances as may be required in order to carry out the terms and conditions of this Agreement in accordance with their expressed intent.

LIMITED WARRANTY:

SpeedLine warrants the Software to perform substantially as described in the Software Documentation for a period of ninety (90) days from the date of implementation. SpeedLine, at its sole discretion, will either replace or correct, without charge, the Software if it does not perform substantially as described in the Documentation during such period. If SpeedLine is unable to correct the Software within a reasonable time, SpeedLine at its sole discretion will refund the License fees paid for the Software without interest upon return of the Software to SpeedLine and termination of this Agreement. THIS IS SPEEDLINE'S ENTIRE LIABILITY AND THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY IN LIEU OF ALL OTHERS. SpeedLine does not guarantee or warrant that the Software will meet all of the Customer's requirements or that the Software will run uninterrupted or error free. The warranty does not cover any Software that has been modified or changed in anyway, unless done so by SpeedLine. The warranty does not cover any Software that has been abused or damaged. SpeedLine is not responsible for problems with the interaction, interfacing or incompatibility of the Software with other third party software. SpeedLine is not responsible for other third party software or any components thereof where the Software is to be incorporated into or used with them.

SpeedLine is not responsible for problems or incompatibilities:

(a) caused by changes in computer hardware or computer operating systems made or implemented after the release or implementation of the Software.

(b) caused by Software updates not being compatible with the Customer's existing computer hardware or computer operating system or supporting facilities at the Customer's location.

(c) caused by the Customer using the Software with computer hardware or computer operating systems not supplied by SpeedLine and implemented by SpeedLine or an integrator who has completed SpeedLine's integrator training to SpeedLine's satisfaction.

(d) arising where the Software is not implemented by SpeedLine or an integrator who has completed SpeedLine's integrator training to SpeedLine's satisfaction.

(e) arising where the Customer fails to meet and maintain SpeedLine's implementation criteria for the equipment and Software.

(f) arising in respect of implementation of the Software by SpeedLine or training by SpeedLine so long as such implementation and training has been carried out in a proper and workmanlike manner.

(g) or any damages or losses arising in any way from or in connection with any inaccurate or incomplete information supplied by the Customer, and any and all costs and expenses associated with any changes required due to the same are for the Customer's account only.

0[1]) or any damages or losses arising in any way from or in connection with the menu design, menu setup, menu pricing, tax calculations, or any software configuration settings.

NO OTHER WARRANTIES:

THE SOFTWARE IS PROVIDED "AS IS" WITH THE FOREGOING LIMITED WARRANTY. SPEEDLINE DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES AND CONDITIONS, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, MERCHANTABLE QUALITY, DURABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE AND NON-INFRINGEMENT OR NON-VIOLATION OF THIRD PARTY RIGHTS. FURTHERMORE, SPEEDLINE DOES NOT WARRANT THAT THE OPERATIONS OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE. SPEEDLINE IS NOT RESPONSIBLE FOR THE OPERATION OR PERFORMANCE OF THE INTERNET OR ANY OTHER NETWORK.

LIMITED LIABILITY:

IN NO EVENT SHALL SPEEDLINE OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES OF ANY KIND; DAMAGES TO THE CUSTOMER'S COMPUTER, OTHER SOFTWARE, SYSTEMS, DATA, OR OTHER FACILITIES; DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTIONS, LOSS OF BUSINESS INFORMATION, OR ANY OTHER ECONOMIC LOSS OR PECUNIARY LOSS; PUNITIVE DAMAGES; OR COSTS OF DATA STORAGE OR COMMUNICATIONS LINKS (INCLUDING ANY BACK-UP STORAGE OR LINKS) ARISING OUT OF OR IN CONNECTION WITH THE USE OF OR INABILITY TO USE THE SOFTWARE OR ANY UPDATES, EVEN IF SPEEDLINE OR THE SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES OR LOSSES.

IN ANY CASE THE AGGREGATE AMOUNT OF SPEEDLINE'S AND THE SUPPLIERS' ENTIRE LIABILITY IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE UNDER ANY AND ALL PROVISIONS OF THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT OF ALL PAYMENTS MADE BY THE CUSTOMER TO SPEEDLINE UNDER THIS AGREEMENT.

THIS EXCLUSION OF LIABILITY ALSO INCLUDES ANY LIABILITY WHICH MAY ARISE OUT OF THIRD PARTY CLAIMS AGAINST THE CUSTOMER. THE PURPOSE OF THIS PROVISION IS TO LIMIT THE POTENTIAL LIABILITY OF SPEEDLINE AND THE SUPPLIERS ARISING OUT OF THIS AGREEMENT.

SURVIVAL OF CERTAIN TERMS: Terms and conditions of this Agreement which by their nature require performance after the expiry or termination of this

Agreement, including but not limited to the use restrictions, limitations of liability, and confidentiality obligations, will survive any expiry or termination of this Agreement.

ENTIRE AGREEMENT: This is the entire agreement between the Customer and SpeedLine, which supersedes any prior agreement or understanding, whether written or oral, relating to the subject matter of this Agreement.

LANGUAGE OF AGREEMENT: At the request of the parties hereto, this Agreement has been drafted in the English language only. A la demande des parties aux presentes, cette Convention a ete redige en langue anglais seulement.

ENUREMENT: The terms and conditions of this Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, estates, legal representatives, successors and permitted assigns.

EFFECTIVE DATE: This Agreement is effective as of the date it becomes signed by both parties pursuant to the Signing of Software License and Related Agreements page or separately.

ACKNOWLEDGMENT: The Customer acknowledges that the Customer has read this Agreement, understands it, and agrees to be bound by the terms and conditions of this Agreement.

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CONSENT TO SOFTWARE INSTALLATION AND REMOTE CONNECTION

By checking the consent box on the Signing of Software License and Related Agreements page, Customer agrees to the installation of the installed software products or installed software components of the online services acquired by Customer pursuant to any/all of the Customer's agreement(s) with SpeedLine Solutions Inc., as well as any software updates to such products or components to which Customer may be entitled under such agreement(s). The function and purpose of SpeedLine Solutions Inc.'s software products and online services are as follows (actual products acquired by Customer are as set out in Customer's Quote(s)):

- SpeedLine Terminal, Menu Designer, and Store Manager: restaurant point-of-sale solution suite for ordering, menu and configuration management, and store reporting.
- SpeedLine Inventory: restaurant inventory tracking software.
- SpeedLine SpeedWeb: web and mobile remote reporting software for restaurants.
- SpeedLine SpeedLink Enterprise: enterprise configuration management and reporting software for restaurant chains.
- SpeedLine Connect: web and mobile ordering gateway application for restaurants.
- SpeedLine Pay App: payment processor authorization at the restaurant customer's door for delivery orders, with reconciliation of the payment and authorization within the SpeedLine point-of-sale solution.
- SpeedDine Online Ordering Service: remote online ordering through a website or downloaded app by restaurant customers for pick-up or delivery.

Installed products or components may connect remotely to SpeedLine Solutions Inc.'s servers in order to (i) automatically collect and verify licence key, configuration, product usage, telemetry, and error log information for the purpose of license verification, trouble shooting and planning future software enhancements, (ii) provide remote ordering service, (iii) enable use of the software products and online services; and (iv) disable use of the software products and online services by withdrawing their access codes if Customer is no longer authorized to use them pursuant to Customer's agreement(s) with SpeedLine Solutions Inc. Customer hereby authorizes and will permit these remote connections for the foregoing purposes.

Customer may withdraw its consent. Withdrawal of consent may prevent the products and online services from functioning but will not terminate Customer's agreement(s) with SpeedLine Solutions Inc. including Customer's obligation to pay fees which may only be terminated or expire as specified in the agreement(s).

PCI DATA SECURITY COUNCIL
LEGAL TERMS AND CONDITIONS

Acceptance and/or listing of a given product by the PCI Security Standards Council, LLC (PCI SSC) only applies to the specific version of that product that was reviewed by an assessor or test laboratory qualified by PCI SSC (Assessor) and subsequently accepted and listed by PCI SSC (the "Accepted Version"), and only while such acceptance and listing are in effect. If any aspect of a product or version thereof is different from that which was reviewed by the applicable Assessor and accepted and listed by PCI SSC - even if the different product or version (the "Alternate Version") conforms to the basic product description of the Accepted Version - then the Alternate Version should not be considered accepted by PCI SSC, nor promoted as such. The authoritative lists of products currently accepted by PCI SSC can be found on the PCI SSC website at www.pcisecuritystandards.org. Please notify PCI SSC if you believe that any product purportedly accepted by PCI SSC does not appear on these lists.

No vendor or other third party may refer to a product as "PCI Approved" or "PCI SSC Approved", and no vendor or other third party may otherwise state or imply that PCI SSC has, in whole or part, accepted or approved any aspect of a vendor or its services or products, except to the extent and subject to the terms and restrictions expressly set forth in a written agreement with PCI SSC, or in a corresponding letter of acceptance provided by PCI SSC. All other references to PCI SSC's approval or acceptance of a product or version thereof are strictly and actively prohibited by PCI SSC, should be reported to PCI SSC, and constitute a breach of applicable PCI SSC program requirements.

When granted, PCI SSC acceptance is provided to signify the Assessor's determination that the product has demonstrated achievement of certain security and operational characteristics important to the security of payment card data, but such acceptance does not under any circumstances include or imply any endorsement or warranty by PCI SSC regarding the product vendor, the product, or the functionality, quality, or performance of the product or any other product or service. PCI SSC does not warrant any products or services provided by third parties. PCI SSC acceptance does not, under any circumstances, include or imply any product warranties from PCI SSC, including, without limitation, any implied warranties of merchantability, fitness for purpose or noninfringement, all of which are expressly disclaimed by PCI SSC. To the extent any rights or remedies regarding products or services that have received acceptance from PCI SSC are provided, those rights and remedies shall be provided by the party providing such products or services, and not by PCI SSC or any of its payment brand members.

SPEEDLINE CONNECT
LEGAL TERMS AND CONDITIONS

In order to set up remote ordering, SpeedLine Solutions Inc. will need to provide third parties such as, but not limited to, web developers and other remote ordering service providers with access to your SpeedLine POS system and data files. In purchasing and/or using SpeedLine Connect, you authorize SpeedLine Solutions Inc. to provide third parties with access to your store POS system including but not limited to the store IP address, menu files and data files.

You understand that there are security risks in providing access or data to third parties and that SpeedLine Solutions Inc. liability is limited per the terms of the SpeedLine License, Purchase, and Support agreements.

SPEEDLINE PAY APP
LEGAL TERMS & CONDITIONS

If you acquire the SpeedLine Pay App, the following terms and conditions modify and supplement the Software License Agreement. All other terms and conditions of the Software License Agreement will apply to the SpeedLine Pay App, which will be deemed to be "Software" for a subscription license term (of 12 months) under and as defined in the Software License Agreement. To the extent there is any conflict or inconsistency between the Software License Agreement and the terms and conditions set out below, the terms and conditions set out below will prevail, provided that the Software License Agreement and the terms and conditions set out below will be read together so as to be given full legal effect.

SpeedLine grants to Customer a limited, non-exclusive, non-transferable license to download and use the SpeedLine Pay App on Devices (as defined below), subject to the terms and conditions of the Software License Agreement, as modified and supplemented hereby, and any rules or policies applied by the app store provider(s) from which the SpeedLine Pay App is downloaded. SpeedLine will post the SpeedLine Pay App at the app store provider(s) specified in the Quote. Notwithstanding any term of the Software License Agreement: (i) Customer may authorize Customer's employees or contractors ("End Users") to download a copy of the SpeedLine Pay App onto Customer's or End Users' mobile telephone or handheld devices ("Devices"); and (ii) Customer may copy or authorize copying of the SpeedLine Pay App where such copying is incidental to normal use of the SpeedLine Pay App, or where necessary for backup purposes. Customer agrees to keep accurate and up-to-date records of the number and End Users of all copies of the SpeedLine Pay App. Customer will be assumed to have obtained any necessary permission from the owners of any Devices that are not owned by Customer to download a copy of the SpeedLine Pay App onto the Devices. Upon any End User no longer requiring the SpeedLine Pay App as part of the End User's duties for Customer or any End User ceasing to be employed by Customer, Customer agrees to ensure that the SpeedLine Pay App is immediately deleted or removed from the End User's Device. As between SpeedLine and Customer, Customer accepts responsibility for use of the SpeedLine Pay App in relation to any Device, whether or not the Device is owned by Customer.

Customer and/or its End User is responsible at their cost to: (i) provide all Devices and any other equipment or systems necessary to use the SpeedLine Pay App, (ii) meet the operating system and other system requirements for the SpeedLine Pay App; and (iii) obtain Internet access and pay all telecommunications charges for use of the SpeedLine Pay App. Customer and its End Users are required to comply with all technology control or export laws and regulations that apply to the technology used or supported by the SpeedLine Pay App.

Customer understands that electronic communication is necessary for Customer's use of the SpeedLine Pay App. Customer acknowledges that Customer's electronic communications will involve transmission over the Internet and over various other networks that are not owned or operated by SpeedLine. Customer agrees that SpeedLine is not responsible for any electronic communications which are delayed, lost, altered, intercepted or stored without authorization during the transmission of any data whatsoever across networks not owned or operated by SpeedLine, including, without limitation, the Internet. Customer and/or its End Users will have possession of all data collected through the SpeedLine Pay App which will be stored on Devices and/or Customer's servers where the SpeedLine point-of-sale solution is implemented. Customer is responsible for maintaining its own back-ups of this data and SpeedLine assumes no responsibility for back-ups.

By using the SpeedLine Pay App, Customer consents to SpeedLine collecting and using technical information about the Devices and usage of the SpeedLine Pay App to improve SpeedLine's products and services.

SpeedLine may terminate Customer's and its End Users' use of the SpeedLine Pay App and access to the SpeedLine Pay App on the appstore(s) in any of the following circumstances: (i) Customer ceases to use or loses its rights to use the SpeedLine point-of-sale solution for any reason; (ii) Customer ceases to use or loses its right to use the SpeedLine Pay App for any reason; or (iii) upon 180 days' notice to Customer if SpeedLine discontinues the SpeedLine Pay App as part of SpeedLine's business in SpeedLine's sole discretion. Upon termination for any reason: (a) all rights granted to Customer and End Users to use the SpeedLine Pay App shall cease; and (b) Customer must immediately delete or remove the SpeedLine Pay App from all Devices of Customer or its End Users, and immediately destroy all copies of the SpeedLine Pay App then in Customer's or its User's possession, custody or control and certify to SpeedLine that Customer has done so.

SPEEDLINE SOLUTIONS INC.
SUPPORT SERVICES AGREEMENT

THIS SPEEDLINE SOLUTIONS INC. SUPPORT SERVICES AGREEMENT ("Agreement") is made between SpeedLine Solutions Inc. ("SpeedLine") and the person, firm, corporation or other entity described below ("Customer" or "you").

This document describes the support services provided by SpeedLine.

The details, particulars, terms and conditions of this Agreement are to serve as a clear guideline to the support services provided by SpeedLine to the Customer.

SpeedLine and the Customer hereby agree to the following terms:

Coverage: This Agreement covers "SpeedLine Solutions" on-premises installed software and software made available via online services (collectively, "Software") as listed in the SpeedLine quote(s) entered into by the parties from time to time (each, a "Quote"), and the initial diagnostics and troubleshooting, from implementation of the Software (but only where implementation is done by SpeedLine) until it is used in the Customer's business, of computer hardware purchased or leased from SpeedLine. It does not cover computer hardware or software not purchased from SpeedLine or computer hardware which is not compatible with SpeedLine's then-current specifications nor does it cover any third party software not purchased from SpeedLine. Where any third party software is purchased from SpeedLine, SpeedLine's sole responsibility is to facilitate and assist in providing the Customer with the support services of the third party owner or supplier of the third party software, to which SpeedLine has access. SpeedLine will not be required to correct problems that occur after the Customer or a third party has modified, changed, adapted, abused or damaged the Software or hardware in any way, or merged the Software into or used it with any other computer program material, or translated it or re-written it into any different computer program language, or failed to use it as a single product without separation, or has made changes in computer hardware or computer operating systems after release or implementation of the Software, without the prior written permission of SpeedLine. This Agreement includes initial support for the operating system, such as implementation of patches required to run the Software on the Customer's computers, from implementation of the Software (but only where implementation is done by SpeedLine) until it is used in the Customer's business, and only if it directly relates to the operation of the Software. Computer hardware repair and services are not covered under this Agreement but would be covered by the manufacturer's hardware warranty where applicable.

Special Services and Cross Border Services: The Software products are manufactured in Canada. The Software products require support services and, where applicable, information management services at locations, to be provided only by specially trained technicians. In connection with the Software products, including the Software products which are supplied by SpeedLine from Canada and delivered to the Customer outside Canada, incidental to the payment by the Customer to SpeedLine for the Software license, SpeedLine will provide the services of one or more technicians with the required special knowledge of the Software products to provide the support products and services as called for under and for the term of this Agreement, and within the cost set forth in this Agreement, and any amendment hereof.

Travel: If SpeedLine agrees to have any of its personnel travel to the Customer's location to provide support products and services, the Customer agrees to pay travel time for SpeedLine's personnel at SpeedLine's then-current standard charge rates, and SpeedLine's out-of-pocket expenses for travel, food and lodging of SpeedLine's personnel.

Support Service Plans: SpeedLine offers the following support service plans. They are: 1) Standard Support, 2) Second-Level Support, 3) Per Incident Support. Each support service plan as well as any optional services for the service plan (i.e., Premiere Support Services and Store Management Support Services) is detailed in Schedule "A". The support service plan as well as any optional services for the service plan chosen by the Customer will be indicated in the Quote. Support service is only available so long as the Customer is a party to a valid current SpeedLine Software License Agreement or, in the case of the SpeedDine online ordering service, SpeedDine Online Ordering System Subscription Agreement. Customer may change its support service plan by cancelling its current plan and replacing it with a different plan by entering into a new Quote on not less than one month's notice to SpeedLine, and subject to payment of any applicable early termination (acceleration) fee (see Cancellation below).

LIMITATIONS: Upon receiving a support service call, SpeedLine will make every reasonable attempt to assist the Customer with its support service requirements. The Customer must be available to perform jobs as required by the technician. The support service is provided in the English language only. SPEEDLINE DOES NOT GUARANTEE OR WARRANT THE QUALITY OF THE SUPPORT PRODUCTS AND SERVICES PROVIDED. SPEEDLINE DOES NOT GUARANTEE TO HAVE THE COMPUTER SYSTEM OR ANY FIX OR WORKAROUND FULLY FUNCTIONAL WITHIN A SPECIFIC TIME. THE CUSTOMER AGREES THAT SPEEDLINE IS NOT RESPONSIBLE FOR ANY INTERRUPTION TO OR LOSS OF BUSINESS DUE TO THE NON-OPERATION OF THE COMPUTER SYSTEM OR THE SOFTWARE OR ANY FIX OR WORKAROUND OR THE UNAVAILABILITY OF TECHNICAL SUPPORT. SpeedLine is not responsible for any long distance charges incurred by the Customer. Telephone or Internet support may not be provided if the Customer does not have the modem and the communication software or Internet access interface and any other required telecommunication equipment and facilities implemented as specified by SpeedLine.

SpeedLine is not responsible for problems or incompatibilities:

(a) caused by changes in computer hardware or computer operating systems made or implemented after the release or implementation of the Software.
(b) caused by Software updates not being compatible with the Customer's existing computer hardware or computer operating system or supporting facilities at the Customer's location.
(c) caused by the Customer using the Software with computer hardware or computer operating systems not supplied by SpeedLine and implemented by SpeedLine or an integrator who has completed SpeedLine's integrator training to SpeedLine's satisfaction.
(d) arising where the Software is not implemented by SpeedLine or an integrator who has completed SpeedLine's integrator training to SpeedLine's satisfaction.
(e) arising where the Customer fails to meet and maintain SpeedLine's implementation criteria for the equipment and Software.
(f) arising in respect of implementation of the equipment and Software by SpeedLine or training by SpeedLine so long as such implementation and training has been carried out in a proper and workmanlike manner.
(g) or any damages or losses arising in any way from or in connection with any third party software purchased from SpeedLine so long as SpeedLine has made every reasonable attempt to facilitate and assist in providing the Customer with the third party's support services to which SpeedLine has access.
(h) or any damages or losses arising in any way from or in connection with any inaccurate or incomplete information supplied by the Customer, and any and all costs and expenses associated with any changes required due to the same are for the Customer's account only.
(i) or any damages or losses arising in any way from or in connection with the menu design, menu set-up, menu pricing, tax calculations, or any software configuration settings.

Customer Obligations: The Customer agrees to implement the modem and communication software or Internet access interface and any other required telecommunication equipment and facilities as specified by SpeedLine from time to time, and to provide any required user names, passwords and access codes, and all access to all necessary files, data and other information, electronic or otherwise, as reasonably necessary and required by SpeedLine's technical support personnel to provide the support services. The Customer's modem where applicable must be implemented with a designated telephone number with telephone dial tone access for SpeedLine to dial into or be connected to the Customer's computer at any time for the purposes of providing telephone support. As well, the Customer must be able to call on a separate telephone line for the technical support service from a separate telephone within reach of the computer requiring such support.

Term: The term of this Agreement begins on the date it becomes signed by both parties pursuant to the Signing of Software License and Related Agreements page or separately and this Agreement will remain in force until expiration or terminated by either party as provided herein.

Minimum Term: The support service plan and any other support products and services purchased for a Software license with an unlimited term or a fixed prepaid license term will have an initial term of 12 months, and thereafter will continue according to the payment frequency indicated in the Quote (e.g., monthly or yearly). The support service plan and any other support products and services purchased as part of a subscription Software license will have the same term as the subscription Software license. If the Customer adds any additional support products and services during the initial or any renewal term of a support service plan (whether for an unlimited, fixed prepaid, or subscription Software license term), the term of such additional support products and services will be the same as the initial term or renewal term then in effect for that support service plan. Notwithstanding the foregoing, the optional services for a service plan (i.e., Premiere Support Services and Store Management Support Services) may have a different initial or renewal term, as indicated in Schedule "A" and/or the Quote.

Support Plan Start Date: implementation date or as otherwise agreed by the parties in writing (including in the Quote).

Consideration: The Customer will receive the services in accordance with the support service plan and for the support products and services indicated in the Quote in exchange for payment in full of the costs indicated in the Quote, plus all applicable taxes, duties and other governmental tariffs, fees and other charges.

Currency: If the currency of payments has not been completed where provided in the Quote, then the Customer agrees that the currency of all payments under this Agreement will be United States currency.

Overdue Payments: All overdue payments by the Customer shall bear interest at the rate of eighteen percent (18%) per annum or the maximum rate of interest permitted by law, whichever is lower, from the due date until paid in full.

Software Updates: The SpeedLine Software is continually being developed. These new developments may include additional or revised features and patches and are made available through a Software update. SpeedLine does not guarantee or warrant any particular schedule for these updates. Customers with Standard Support or Second-Level Support agreements will receive access to these updates for any licensed Software module as part of their support plan at no additional charge. Customers with Per Incident Support may receive the license for and copy of a Software update at the current Software update price, which is subject to change from time to time. In addition, customers on Per Incident Support may be required from time to time to acquire a Software update in order to continue using the Software. Updates, whether paid or entitlement, do not necessarily include the technical services or training that may be required to implement the update on the Customer's computer system or for conversion of the Customer's data. SpeedLine makes no guarantee that the Software update will be compatible with the Customer's existing computer hardware or computer operating system. Updates may require the Customer to upgrade its existing computer operating system software or computer hardware or supporting facilities at the Customer's location. Similarly, in some circumstances, the Customer may be required to update its SpeedLine Software in order to use another product or service desired by the Customer. This Agreement does not allow the Customer to acquire Software updates for modules for which it does not have a valid current SpeedLine Software License Agreement or SpeedDine Online Ordering System Subscription Agreement (as applicable). Updates provided to the Customer will be part of the Software and will be governed by and be part of the SpeedLine Software License Agreement or SpeedDine Online Ordering System Subscription Agreement (as applicable).

Payments: All Standard Support, Second-Level Support, or Per Incident Support services fees payments shall be invoiced and paid according to the payment frequency indicated in the Quote (e.g., monthly or yearly). Payment frequency must be the same for all support products and services. All support services fees are non-refundable. The Customer will provide a credit card or debit card number, pre-authorized debit account, or equivalent to be placed on file. For monthly fees, the total, plus applicable taxes, will be charged on the 25th (or the closest preceding business day) of each month. SpeedLine reserves the right to charge its current standard fees for any payments which are returned for insufficient funds, or for any pre-authorized payments that are declined for any reason.

Changes to Products or Services: In the event of a change in the Software products covered, services, support plan, or payment frequency, the parties will enter into an additional or replacement Quote.

Fees Adjustments: The support service plan amounts and other services fees charged by SpeedLine and as listed in the Quote are subject to change from time to time by SpeedLine giving written notice of the change to the Customer, to become effective at the beginning of the next payment period (i.e., annual, other set period, or monthly), or (a) in the case of Per Incident Support, immediately, (b) in the case of support service plans paid for as part of a subscription Software license, as provided in the SpeedLine Software License Agreement and/or SpeedDine Online Ordering System Subscription Agreement.

Cancellation: The Customer may cancel the support services at any time, effective at the completion of a payment period set forth in the Quote (i.e., annual or other set period, or monthly) and, in the case of monthly support products and services, on at least one month's advance written notice to SpeedLine. All support services fees are non-refundable, except as provided in the following sentence in the case of cancellation by SpeedLine. SpeedLine reserves the right to cancel the Support Services Agreement at any time on not less than 12 months' notice to the Customer, in which case SpeedLine will refund any prepaid fees pro rated on account of the period after cancellation. In the event of cancellation by the Customer, except as expressly provided otherwise in any agreement between SpeedLine and the Customer (a) the Customer will not be refunded any support services fees paid (including any annual or other set period fees), (b) the Customer will remain liable for all fees owing to the date of cancellation, and (c) the Customer will be subject to an early termination (acceleration) fee by way of liquidated damages and not as a penalty for lost support services fees revenue to SpeedLine as follows: (i) for support products and services paid for monthly (other than as part of a subscription Software license) cancelled before the end of the initial 12 months' term, the lesser of $600 or the remaining charges for the initial 12 months' term; and (ii) for support products and services paid for as part of a subscription Software license, the subscription fees owing for the remainder of the then current initial term (36 or 12 months, as the case may be) or 12 months' renewal term, as applicable. The termination fee will be processed on the day that the Customer notifies SpeedLine of the Customer's cancellation. To cancel the LiveMaps Microsoft Bing Mapping Data Service (if applicable), the Customer must also give SpeedLine access to the Customer's POS system to deactivate the service before the Customer's requested cancellation date. Cancellation of all support services shall also be a termination by the Customer of this Support Services Agreement. The Customer must maintain an active Support Services Agreement to ensure it receives access to all Software updates (in the case of Per Incident Support, for additional fee) and avoid reinstatement fees (which shall be charged by SpeedLine at its then current reinstatement prices.)

Customer Confidential Information: SpeedLine acknowledges that it will have access to certain confidential information of the Customer concerning the Customer's business, plans, employees, contractors, customers, technologies, products, services and other information held in confidence by the Customer (herein the "Confidential Information") including, without limitation, all of the Customer's databases and data. SpeedLine agrees to keep confidential the Confidential Information. SpeedLine agrees that it will use the Customer's Confidential Information solely for the purposes of this Agreement and will not use the Customer's Confidential Information for SpeedLine's own account or benefit or for the account or benefit of any third party, nor will SpeedLine disclose to any third party any of the Confidential Information. SpeedLine will take all commercially reasonable precautions to protect the confidentiality of the Confidential Information, which precautions shall be at least as stringent as SpeedLine takes to protect its own similar confidential information. The Customer will be responsible to obtain all consents required under applicable laws for the purposes of SpeedLine having access to personal information in the course of carrying out

its services under this Agreement. SpeedLine agrees that, upon the expiration or termination of this Agreement, SpeedLine will destroy all copies of the Confidential Information in SpeedLine's possession and erase all of the Confidential Information from all of

SpeedLine's computer media (other than any backup copies generated by SpeedLine's information technology systems), and provide the Customer upon written request with a written confirmation signed by an officer of SpeedLine that this has been completed.

Termination: This Agreement is effective until it is terminated. This Agreement terminates immediately if the Customer ceases for any reason to be a party to a valid current SpeedLine Software License Agreement and/or SpeedDine Online Ordering System Subscription Agreement (as applicable). SpeedLine may terminate this Agreement, if the Customer fails to fully comply with the terms and conditions of this Agreement, or if the Customer becomes insolvent or the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors and in the case of any such involuntary proceeding it remains undismissed thirty (30) days after filing. Upon termination of this Agreement, SpeedLine may declare all amounts owing to SpeedLine to be immediately due and payable, and SpeedLine will be released of any obligations hereunder without liability to or recourse by the Customer, including, but without limitation, that SpeedLine will not be liable for any claim of business interruption or loss of profits or data or any other claims, losses or damages of any kind that may arise as a result of such termination.

General: In the event of the invalidity or unenforceability of any portion or provision of this Agreement, the parties agree that to such extent only such portions or provisions are to be severed herefrom, and that such invalidity or unenforceability shall not affect the validity or enforceability of the remaining portions or provisions of this Agreement which shall remain in full force and effect. SpeedLine or the Customer may not change, waive, modify, or amend this Agreement, except as specifically provided in this Agreement or by written agreement signed by both parties. This Agreement may be signed by the parties in counterparts which when taken together will constitute one Agreement. The signatures of either party to this Agreement or on any communication relating to this Agreement may be sent by facsimile or other electronic transmission, and when so received will be treated in the same manner as an originally executed Agreement or communication. The Agreement may not be transferred or assigned in whole or in part in any manner directly or indirectly by the Customer without the prior written consent of SpeedLine. If the Agreement or the Software is assigned or transferred or sub-licensed, the Agreement will be binding on the Software recipient. The Agreement may be assigned by SpeedLine. The laws of the Province of British Columbia govern this Agreement. All actions, suits or proceedings shall be brought and prosecuted by the Customer in the Province of British Columbia, and may be brought and prosecuted by SpeedLine in the Province of British Columbia or elsewhere where the Customer has a presence, and the Customer hereby submits to the jurisdiction of the courts of the Province of British Columbia and waives any objections as to venue in such courts. SpeedLine shall not be responsible for failure to perform its obligations under this Agreement due to causes beyond its control. In the Agreement, words in the singular include the plural and the masculine includes the feminine and neuter and vice versa. If the Customer is more than one person, firm, corporation or other entity, the liability of the Customer hereunder is both joint and several.

No Waiver: No Waiver by SpeedLine of strict compliance with this Agreement by the Customer shall constitute a continuing waiver of strict compliance with the particular obligation, or a waiver of any subsequent strict compliance by the Customer with the same or any other obligation hereunder.

Further Acts and Documents: The parties agree to carry out and perform all such further acts and deeds and to make, execute and deliver all such further documents, instruments, agreements and assurances as may be required in order to carry out the terms and conditions of this Agreement in accordance with their expressed intent.

NO WARRANTIES:

THE SUPPORT PRODUCTS AND SERVICES ARE PROVIDED "AS IS". SPEEDLINE DISCLAIMS ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, MERCHANTABLE QUALITY, DURABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE AND NON-INFRINGEMENT OR NON-VIOLATION OF THIRD PARTY RIGHTS. SPEEDLINE DOES NOT WARRANT THAT THE OPERATIONS OF THE SOFTWARE OR THE CUSTOMER'S COMPUTER AND SYSTEMS WILL BE UNINTERRUPTED OR ERROR FREE.

THE LIMITATIONS UPON WARRANTIES AND UPON ANY LIABILITY OF SPEEDLINE OR ITS SUPPLIERS AND UPON THE CUSTOMER'S REMEDIES IN CONNECTION WITH THE SOFTWARE AND UPDATES ARE AS PROVIDED FOR IN THE SPEEDLINE SOLUTIONS SOFTWARE LICENSE AGREEMENT OR SPEEDDINE ONLINE ORDERING SYSTEM SUBSCRIPTION AGREEMENT (AS APPLICABLE).

LIMITED LIABILITY:

IN NO EVENT SHALL SPEEDLINE OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES OF ANY KIND; DAMAGES TO THE CUSTOMER'S COMPUTER, OTHER SOFTWARE, SYSTEMS, DATA, OR OTHER FACILITIES; DAMAGES FOR LOSS OF BUSINESS PROFITS,

BUSINESS INTERRUPTIONS, LOSS OF BUSINESS INFORMATION, OR ANY OTHER ECONOMIC LOSS OR PECUNIARY LOSS; PUNITIVE DAMAGES; OR COSTS OF DATA STORAGE OR COMMUNICATIONS LINKS (INCLUDING ANY BACK-UP STORAGE OR LINKS) ARISING OUT OF OR IN CONNECTION WITH THE SUPPORT PRODUCTS AND SERVICES PROVIDED PURSUANT TO THIS AGREEMENT, OR THE USE OF OR INABILITY TO USE THE SOFTWARE OR ANY UPDATES OR CHANGES, EVEN IF SPEEDLINE OR THE SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES OR LOSSES.

IN ANY CASE THE AGGREGATE AMOUNT OF SPEEDLINE'S AND THE SUPPLIERS' ENTIRE LIABILITY IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE UNDER ANY AND ALL PROVISIONS OF THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT OF ALL PAYMENTS MADE BY THE CUSTOMER TO SPEEDLINE FOR THE SUPPORT PRODUCTS AND SERVICES PROVIDED PURSUANT TO THIS AGREEMENT.

THIS EXCLUSION OF LIABILITY ALSO INCLUDES ANY LIABILITY WHICH MAY ARISE OUT OF THIRD PARTY CLAIMS AGAINST THE CUSTOMER. THE PURPOSE OF THIS PROVISION IS TO LIMIT THE POTENTIAL LIABILITY OF SPEEDLINE AND THE SUPPLIERS ARISING OUT OF THIS AGREEMENT.

Survival of Certain Terms: Terms and conditions of this Agreement which by their nature require performance after the expiry or termination of this Agreement will survive any expiry or termination of this Agreement.

Entire Agreement: This together with any amendments and additions to it made or entered into by the parties is the entire agreement between the Customer and SpeedLine, which supersedes any prior agreement or understanding, whether written or oral, relating to the subject matter of this Agreement.

Language Of Agreement: At the request of the parties hereto, this Agreement has been drafted in the English language only. A la demande des parties aux presentes, cette Convention a eta redige en langue anglais seulement.

Enurement: The terms and conditions of this Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, estates, legal representatives, successors and permitted assigns.

Effective Date: This Agreement is effective as of the date it becomes signed by both parties pursuant to the Signing of Software License and Related Agreements page or separately.

Acknowledgement: The Customer acknowledges that the Customer has read this Agreement, understands it and agrees to be bound by the terms and conditions of this Agreement.

SCHEDULE A TO SUPPORT SERVICES AGREEMENT
Support Service Plans

Standard (First-Level) Support: The Customer is provided with telephone support 365 days per year, for the purpose of assisting the Customer's personnel with the function and operation of the Software. Menu updates, software updates, and questions of a general nature, such as "how to" or training questions, must be addressed during SpeedLine standard support hours, Pacific Time, which may change from time to time.

Urgent-care support is available during SpeedLine urgent care support hours, Pacific Time, which may change from time to time, to assist the Customer with urgent matters. Non-urgent after-hours calls will be deferred to the next business day.

Optional Premiere Support Services Subscription: SpeedLine may provide optional Premiere Support Services as an add-on to Standard Support. Premiere Support Services are purchased on a monthly basis with an initial term of 12 months and thereafter will continue monthly. Where SpeedLine and the Customer agree, they will enter into a Premiere Support Services Agreement which, when and if entered into, will amend and add to this Agreement. Premiere Support Services include a variety of optional services to help the Customer maintain their systems, including: Menu and System Configuration Change Management and SpeedLine Software Upgrade Management, as further described in SpeedLine's then current Premiere Support Services Agreement from time to time.

Second-Level Support: Second-Level Support coverage is identical to Standard Support coverage, except that support calls under a Second-Level Support Services Agreement may come ONLY from the Customer's SpeedLine certified support technicians. The Customer's support technicians must be fully trained and certified by SpeedLine before a Second-Level Support Services Agreement can take effect. In the event of a problem, SpeedLine will support the Customer's certified support technician as needed to resolve the issue. SpeedLine will interact with individual locations only through the involvement of the Customer's certified support technician. All stores in an organization on Second-Level Support must have a Second-Level Support Services Agreement. No stores can be off support services. The organization will be invoiced and required to pay for Second-Level Support for all the organization's stores in accordance with SpeedLine's payment terms, regardless of any fees recovery or collection the organization may make from its stores.

Per Incident Support (certain SpeedLine Software licenses and services only): The Customer is provided with telephone support during SpeedLine's normal office hours weekdays, excluding statutory holidays, Pacific Time only, which may change from time to time, for the purpose of assisting the Customer's personnel with the function and operation of the Software. The Customer will be charged for support services on a per-incident basis. SpeedLine reserves the right to establish limits for each incident. The rate charged will be the current incident rate for SpeedLine support service. A separate fee is charged for work on each issue. This fee covers recurrences of the same issue up to seven days after initial resolution. SpeedLine will determine whether a reported issue is a recurrence of the same previous issue. For more information on rates and exclusions, please contact SpeedLine support. Per Incident Support has a minimum term of one year.

Optional Store Management Support Services Subscription: SpeedLine may provide optional Store Management Support Services as an add-on to either Standard Support or Second-Level Support. Where SpeedLine and the Customer agree, they will enter into a Store Management Services Agreement which, when and if entered into, will amend and add to this Agreement. Store Management Support Services include a variety of optional services to help the Customer maintain their systems, including: Menu and System Configuration Change Management, SpeedLine Software Upgrade Management, Password Updates, and Online Ordering Website Updates, as further described in SpeedLine's then current Store Management Support Services Agreement from time to time.

- SPEEDLINE

SPEEDLINE SOLUTIONS INC.
SPEEDDINE ONLINE ORDERING SYSTEM SUBSCRIPTION AGREEMENT

THIS SPEEDLINE SOLUTIONS INC. SPEEDDINE ONLINE ORDERING SYSTEM SUBSCRIPTION AGREEMENT is made between SpeedLine Solutions Inc. ("SpeedLine") and the person, firm, corporation or other entity described below ("Customer"). Defmitions set forth in Section 16 will apply.

1. Customer Use of the Subscription Service

Conditioned on Customer's payment of the fees due under this Agreement and Customer's compliance with this Agreement's terms and conditions, SpeedLine grants Customer a limited, non-exclusive, non-transferable subscription license to access and use the Service for the Initial Term and any Renewal Terms(s) (as defined below).

2. SpeedLine Support

Support and updates for the Service will be provided by SpeedLine to the Customer as Standard Support or Second Level Support (as stipulated in the Quote) in accordance with SpeedLine's then current standard form of Support Services Agreement.

3. Access **to Service: Customer Responsibilities**

a. Customer is responsible for providing and maintaining a website for its business on which a link to the Service will be placed that Users will click to go to the Service and place online orders for Customer's food. Customer is responsible for all equipment, telecommunications, and services necessary to make (and maintain) its website.

b. SpeedLine will post the App for download by Users at app store provider websites specified in the Quote, subject to the terms and conditions of this Agreement and any rules or policies applied by the app store provider(s).

c. Customer understands that electronic communication is necessary for Customer's use of the Service. Customer consents to SpeedLine's receipt and storage of electronic communications, User Data and Customer Content. Customer acknowledges that Customer's electronic communications will involve transmission over the Internet and over various other networks that are not owned or operated by SpeedLine. Customer agrees that SpeedLine is not responsible for any electronic communications, User Data or Customer Content which are delayed, lost, altered, intercepted or stored without authorization during the transmission of any data whatsoever across networks not owned or operated by SpeedLine, including, without limitation, the Internet.

4. Ownership of Service; Restrictions on Use

a. SpeedLine and its suppliers retain all rights in the Service. The Agreement grants no ownership rights to Customer. No license is granted to Customer except to access and use the Service as expressly stated in this Agreement. The SpeedLine name, the SpeedLine logo, and the product names, service names, and branding associated with the Service are trademarks of SpeedLine or third parties, and they may not be used without SpeedLine's prior written consent.

b. Customer may not sublicense, resell or supply the Service for use in any other organization, entity, business, or enterprise without SpeedLine's prior written consent.

c. Customer may not alter, resell or sublicense the Service or provide it as a service bureau. Customer agrees not to reverse engineer the Service or its technology. Customer will not use or access the Service to: (i) build a competitive product or service, (ii) make or have made a product or service with similar features, functions, text, or graphics, (iii) make derivative works based upon the Service, or (iv) copy any features, functions, text, or graphics of the Service. Customer will not "frame" or "mirror" the Service. Use, resale or exploitation of the Service except as expressly permitted in this Agreement is prohibited.

5. Integration with Third Party Applications

The Service may contain features designed to interoperate or communicate with applications and services supplied by entities other than SpeedLine ("Third Party Applications"). Third Party Applications may be provided integrated and included as part of the Service or Customer may be required to obtain access to the Third Party Applications from their supplier and/or agree to the supplier's fees and terms of service (in which case their terms of service will govern Customer's use of the Third Party Application and it is provided without representation, warranty or condition by SpeedLine). If the supplier of any Third Party Application ceases to make it available and/or the supplier's fees and terms of service (if any) are not acceptable to Customer, SpeedLine may cease providing access to such Third Party Application and the corresponding Service features without entitling Customer to any refund, credit, or other compensation.

6. Customer Content and User Data

a. All Customer Content and User Data will remain the sole property of Customer. Customer will have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and copyright of all Customer Content. Subject to the terms and conditions of this Agreement, Customer grants to SpeedLine a non-exclusive license to use, copy, store, transmit and display Customer Content and User Data to the extent reasonable to provide and maintain the Service and as otherwise provided herein. SpeedLine will use commercially reasonable security measures to protect Customer Content and User Data against unauthorized disclosure or use.

b. Customer will have possession of all User Data which will be stored on Customer's servers where the SpeedLine POS Solution is installed. SpeedLine may make and use copies of User Data in connection with making the functionality of the Service available to Customer, however, Customer is responsible for maintaining Customer's own back-ups of User

Data and SpeedLine assumes no obligation to store or retain any User Data on behalf of Customer.

c. SpeedLine will not use the Customer Content or User Data for any purpose other than to provide the Service to Customer and for statistical reporting or analytical purposes. SpeedLine may aggregate, use, disclose, distribute, and publish anonymous statistical or analytical Customer Content or User Data regarding use and functioning of its system. Such statistical or analytical data will be the sole property of SpeedLine.

d. Each party shall comply with its applicable obligations under any applicable data protection and privacy law and regulations (collectively, "Data Protection Law"), and shall not, by act or omission, put the other party in breach of any such Data Protection Law.

e. Customer agrees and acknowledges that SpeedLine has no obligation to retain the Customer Content or User Data on termination or expiration of this Agreement, and, unless legally prohibited, may delete any Customer Content and User Data in its possession at any time after 30 days after termination or expiration of this Agreement.

7. User Terms and Conditions and Privacy Policy

SpeedLine's legal terms and conditions and privacy policy for Users will be posted on the Service, and will constitute direct agreements between SpeedLine and the User ("SpeedLine User Terms"). SpeedLine reserves the right to modify the SpeedLine User Terms in its sole discretion from time to time.

8. Professional Services

Customer may retain SpeedLine to perform professional services ("Professional Services") as the parties may agree upon in writing in the form of a statement of work or other writing ("Statement of Work") signed by both parties. SpeedLine will use reasonable efforts to carry out the Professional Services stated in the Statement of Work. Unless otherwise agreed in writing, Professional Services and the results thereof are made available "AS IS." Unless otherwise agreed in writing, Professional Services are provided by SpeedLine on a time and materials basis at SpeedLine's then applicable rates and subject to such deposit or advance payment as SpeedLine may require. Invoices for Professional Services are due upon receipt of SpeedLine's invoice or as indicated on the invoice. Maintenance and support of code or functionality created by means of Professional Services will likewise be on a Statement of Work basis unless otherwise agreed in writing. The code and functionality made or provided under any such Statement of Work and all interests therein, including copyrights, shall be SpeedLine's property. Access to the results of Professional Services will be available as part of the Service during the Term unless otherwise agreed in writing.

9. Confidential Information

Each party agrees (a) to keep confidential all Confidential Information disclosed to it by the other party or by a third party; (b) not to use the Confidential Information of the other party or a third party except to the extent reasonably necessary to perform its obligations or exercise its rights hereunder; (c) to protect the confidentiality of such Confidential Information as it protects its own Confidential Information (but in any event with no less than a reasonable degree of care); and (d) to make Confidential Information available to its own employees, consultants and contractors only on a need-to-know basis and only provided such employees, consultants or contractors are under a binding obligation of confidentiality with respect thereto. Confidential Information shall not include information which (v) is known publicly; (w) is generally known in the industry before its disclosure to recipient hereunder; (x) has become known publicly, without fault of the recipient, subsequent to its disclosure by the disclosing party; (y) becomes known to the recipient from a third party not bound by nondisclosure obligations to the disclosing party and with the lawful right to disclose such information to the recipient; or (z) was independently developed by the recipient without reference to the Confidential Information of the other party, as demonstrated by recipient's written records. Notwithstanding the foregoing, this Section 9 shall not prohibit the disclosure of Confidential Information, (i) to the extent that such disclosure is permitted or required by law, regulation, order of a court or other governmental authority, or securities exchange requirement, or (ii) in connection with a claim between the parties under this Agreement.

10. Fees; Payment

a. Customer shall pay fees as set forth in the Quote, as otherwise provided in this Agreement, or as otherwise agreed in writing. Subscription Fees begin to accrue on the date the Service is first made available for use by Users to place orders for Customer's food or as otherwise agreed upon by the parties in writing including in the Quote ("Billing Start Date"). Pricing changes for Subscription Fees and other charges may occur as stated in Section 11.

b. The billing interval is indicated in the Quote. The Subscription Fees will be invoiced for each billing interval up to ten (10) days before the first day of that billing interval, in advance for that entire interval (except as otherwise agreed in writing for certain items), and are due upon receipt by Customer of SpeedLine's invoice (unless otherwise agreed to). If the Billing Start Date is the first day of a calendar month, then the regular, full billing intervals will start on that date. If not, then the regular, full billing intervals will start on the first day of the first full calendar month after the Billing Start Date and the Subscription Fees for the partial month starting on such Billing Start Date will be prorated and invoiced on or before the Billing Start Date.

c. Customer's account will be considered delinquent (in arrears) if payment in full is not received by the due date. SpeedLine fees and charges are exclusive of all applicable value added taxes, withholding, and other taxes, levies, or duties, and Customer will be responsible for payment of all such amounts. If the currency of payments has not been specified in the Quote, then Customer agrees that the currency of all payments under this Agreement will be United States currency. Any amount that is not paid by Customer when due under this Agreement (including any disputed amounts that are resolved in

SpeedLine's favor) shall bear interest at the rate of 1.5% per month (equivalent to 18% per annum) or the maximum applicable legal rate, whichever is less, until paid.

d. In addition to other applicable remedies, SpeedLine reserves the right to suspend and/or terminate Customer's access to the Service and/or terminate this Agreement, and/or withhold Customer Support and Professional Services, upon 5 days' email notice, if Customer's account becomes delinquent (falls into arrears).

11. Term and Termination

a. The term of this Agreement (the "Term") commences on as of the date it becomes signed by both parties pursuant to the Signing of Software License and Related Agreements page or separately and will continue thereafter until this Agreement expires or is terminated as provided herein. The initial term ("Initial Term") of this Agreement shall continue for the number of months indicated on the Quote. Thereafter, unless otherwise stated in the Quote, this Agreement will automatically renew for successive periods equal to the Initial Term as set forth in the Quote, (each a "Renewal Term"), beginning at the end of the Initial Term or the then current Renewal Term, as the case may be, unless Customer provides notice of termination not less than 30 days before the end of the Initial Term or the then current Renewal Term, as applicable. Applicable pricing and billing will continue unchanged unless SpeedLine notifies Customer of changes in pricing and/or billing, including Subscription Fees, billing interval, minimum Subscription Fees, acceleration fees, or any other business terms, at least 30 days prior to any anniversary of the Billing Start Date or as set forth in the Quote.

b. Either party may terminate this Agreement (i) if the other party materially breaches this Agreement and such breach has not been cured within thirty (30) days of notice of such breach; or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors and in the case of any such involuntary proceeding it remains undismissed thirty (30) days after filing. Any termination by Customer (other than for SpeedLine's uncured material breach of this Agreement as set forth in this Section 11.b or pursuant to Section 15) and any termination by SpeedLine for Customer's breach, prior to the end of the Initial Term or, as applicable, the current Renewal Term, will subject Customer to an early termination (acceleration) fee by way of liquidated damages and not as a penalty for lost Subscription Fee revenue to SpeedLine for the remainder of the Initial Term or Renewal Term, as the case may be. The early termination fee will be (a) the amount of all Subscription Fees that would be due for the remainder of the then current contract Term (that is the Initial Term or the current Renewal Term), plus (b) any other fees or amounts due (for example, for professional services).

c. In addition, SpeedLine, at its sole discretion, may suspend Customer's use of the Service if Customer materially breaches this Agreement and such breach has not been cured within 5 business days of notice of such breach.

d. Upon termination or expiration of this Agreement, Customer shall have no rights to continue use of the Service. The following provisions will survive termination: all definitions, Customer's accrued fmancial obligations, the license to Customer Content and User Data to the extent reasonable for SpeedLine's discharge of its post-termination obligations, and the following Sections and paragraphs: Sections 4, 9, 11.d, 13, 14, 16, and 17 of this Agreement.

12. Limited Warranty

SpeedLine warrants that the Service will perform in all material respects to the functionality as described in applicable documentation.

13. Disclaimer of Warranties

THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITH THE FOREGOING LIMITED WARRANTY. SPEEDLINE DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, MERCHANTABLE QUALITY, DURABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE AND NON-INFRINGEMENT OR NON-VIOLATION OF THIRD PARTY RIGHTS. FURTHERMORE, SPEEDLINE DOES NOT WARRANT THAT THE OPERATIONS OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE. SPEEDLINE IS NOT RESPONSIBLE FOR THE OPERATION OR PERFORMANCE OF THE INTERNET OR ANY OTHER NETWORK.

14. Limitations of Liability

IN NO EVENT SHALL SPEEDLINE OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES OF ANY KIND; DAMAGES TO THE CUSTOMER'S COMPUTER, OTHER SERVICE, SYSTEMS, DATA, OR OTHER FACILITIES; DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTIONS, LOSS OF BUSINESS INFORMATION, OR ANY OTHER ECONOMIC LOSS OR PECUNIARY LOSS; PUNITIVE DAMAGES; OR COSTS OF DATA STORAGE OR COMMUNICATIONS LINKS (INCLUDING ANY BACKUP STORAGE OR LINKS) ARISING OUT OF OR IN CONNECTION WITH THE USE OF OR INABILITY TO USE THE SERVICE, EVEN IF SPEEDLINE OR THE SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES OR LOSSES.

IN ANY CASE THE AGGREGATE AMOUNT OF SPEEDLINE'S AND THE SUPPLIERS' ENTIRE LIABILITY IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE UNDER ANY AND ALL PROVISIONS OF THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT OF ALL PAYMENTS MADE BY THE CUSTOMER TO SPEEDLINE UNDER THIS AGREEMENT.

THIS EXCLUSION OF LIABILITY ALSO INCLUDES ANY LIABILITY WHICH MAY ARISE OUT OF THIRD PARTY CLAIMS AGAINST THE CUSTOMER. THE PURPOSE OF THIS PROVISION IS TO LIMIT THE POTENTIAL LIABILITY OF SPEEDLINE AND THE SUPPLIERS ARISING OUT OF THIS AGREEMENT.

15. Modification or Discontinuation of Service

SpeedLine reserves the right at any time, and from time to time, to modify, temporarily or permanently, the Service (or any part thereof). In the event that SpeedLine modifies the Service in a manner which removes or disables a feature or functionality on which Customer materially relies, Customer shall have the right to terminate this Agreement on thirty (30) days' notice to SpeedLine without termination fee, penalty, or liability and receive a pro-rata refund of the Subscription Fees paid under this Agreement for the terminated portion of the Term, to the extent that Customer has paid Subscription Fees in advance. Customer acknowledges that SpeedLine reserves the right to discontinue offering the Service at the conclusion of Customer's then-current Term. Customer agrees that SpeedLine shall not be liable to Customer nor to any third party for any modification of the Service as described in this Section.

16. Definitions.

The following definitions (and additional definitions defined elsewhere in this Agreement) will apply:

a. "Agreement" means this Agreement, including the attached Schedule(s) and Quote, and any agreed Statements of Work.

b. "Billing Start Date" has the meaning given to it Section 10.a.

c. "Confidential Information" means (i) the terms of this Agreement, (ii) Customer Content, (iii) User Data, (iv) SpeedLine software, documentation, and technical data, and (v) any information that is clearly identified in writing within thirty (30) days of disclosure as confidential or should reasonably be understood by the recipient to be confidential.

d. "Customer" means the individual or legal entity that enters into this Agreement as described on the Quote.

e. "Customer Content" means all content provided or submitted by Customer to SpeedLine for posting on the Service, such as menu, pricing, restaurant information, and Customer logos.

f. "Quote" means each SpeedLine quote entered into by the parties from time to time.

g. "Service" means SpeedLine's online ordering service(s) accessible by web browser and/or mobile app ("App") developed and owned by SpeedLine that permits Users to place online orders for Customer's food for pick-up or delivery using the Service, and that communicates with the SpeedLine POS Solution using SpeedLine Connect.

h. "SpeedLine Connect" using SpeedLine's product known as SpeedLine Connect separately licensed by SpeedLine to Customer.

i. "SpeedLine POS Solution" means SpeedLine's point-of-sale software separately licensed by SpeedLine to Customer and installed at Customer's location.

j. "Subscription Fees" are the recurring fees for use of the Service, as specified in the Quote.

k. "User" means an individual or entity that who places online orders for Customer's food for pick-up or delivery using the Service.

l. "User Data" means all data submitted or collected from Users when placing online orders, creating accounts, or otherwise using the Service to order food from the Customer.

17. Miscellaneous

a. General. In the event of the invalidity or unenforceability of any portion or provision of this Agreement, the parties agree that to such extent only such portions or provisions are to be severed herefrom, and that such invalidity or unenforceability shall not affect the validity or enforceability of the remaining portions or provisions of this Agreement which shall remain in full force and effect. SpeedLine or the Customer may not change, waive, modify, or amend this Agreement, except as specifically provided in this Agreement or by written agreement signed by both parties. This Agreement may be signed by the parties in counterparts which when taken together will constitute one Agreement. The signatures of either party to this Agreement or on any communication relating to this Agreement may be sent by facsimile or other electronic transmission, and when so received will be treated in the same manner as an originally executed Agreement or communication. The Agreement may not be transferred or assigned in whole or in part in any manner directly or indirectly by the Customer without the prior written consent of SpeedLine. If this Agreement is assigned or transferred, this Agreement will be binding on the assignee or transferee. The Agreement may be assigned by SpeedLine. The laws of the Province of British Columbia govern this Agreement. All actions, suits or proceedings shall be brought and prosecuted by the Customer in the Province of British Columbia, and may be brought and prosecuted by SpeedLine in the Province of British Columbia or elsewhere where the Customer has a presence, and the Customer hereby submits to the jurisdiction of the courts of and in the Province of British Columbia and waives any objections as to venue in such courts. SpeedLine shall not be responsible for failure to perform its obligations under this Agreement due to causes beyond its control. In this Agreement, words in the singular include the plural and the masculine includes the feminine and neuter and vice versa. If the Customer is more than one person, firm, corporation or other entity, the liability of the Customer hereunder is both joint and several.

b. No Waiver. No waiver by SpeedLine of strict compliance with this Agreement by the Customer shall constitute a continuing waiver of strict compliance with the particular obligation, or a waiver of any subsequent strict compliance by the Customer with the same or any other obligation hereunder.

c. Entire Agreement. This is the entire agreement between the Customer and SpeedLine, which supersedes any prior agreement or understanding, whether written or oral, relating to the subject matter of this Agreement.

d. Enurement. The terms and conditions of this Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, estates, legal representatives, successors and permitted assigns.

e. Effective Date. This Agreement is effective as of the date it becomes signed by both parties pursuant to the Signing of Software License and Related Agreements page or separately.

f. Acknowledgement. The Customer acknowledges that the Customer has read this Agreement, understands it, and agrees to be bound by the terms and conditions of this Agreement.

EXHIBIT J

RENEWAL ADDENDUM

BEGGARS PIZZA FRANCHISE, LLC FRANCHISE AGREEMENT
RENEWAL ADDENDUM

This BEGGARS PIZZA FRANCHISE, LLC FRANCHISE AGREEMENT RENEWAL ADDENDUM (the "Addendum") is made and entered into on __________________, 20__, by and between Beggars Pizza Franchise, LLC, formerly known as Beggars Pizza Franchise Corporation, an Illinois corporation located at 12949 South California Avenue, Blue Island, Illinois 60406 ("Franchisor"); and ____, a __________ ___________________ located at ____ ("Franchisee").

WITNESSETH:

WHEREAS, Franchisee currently operates a Beggars Pizza® restaurant located at: _____ ____ ____ (the "Restaurant") pursuant to a prior franchise agreement entered into between Franchisor and Franchisee dated _______________________, 20___ (the "Prior Agreement");

WHEREAS, Franchisor and Franchisee have entered into that certain Beggars Pizza Franchise, LLC Franchise Agreement dated _________________________, 20___ (the "Franchise Agreement") for the purpose of renewing Franchisee's rights granted under the Prior Agreement; and

WHEREAS, Franchisor and Franchisee desire to amend the terms of the Franchise Agreement as set forth herein.

NOW, THEREFORE, in consideration of the terms and conditions hereinafter set forth, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. The fifth WHEREAS clause on Page 1 of the Franchise Agreement is hereby deleted in its entirety and replaced with the following language:

> **WHEREAS**, Franchisee has operated a Beggars Pizza® restaurant under Franchisor's System and Proprietary Marks under a franchise agreement, and wishes to enter into a renewal franchise agreement with Franchisor to continue to operate such restaurant;

2. Section 1.2 of the Franchise Agreement is hereby deleted in its entirety and replaced with the following:

> 1.2 Approved Location. Franchisee will operate the Restaurant only at the location identified in Exhibit A (the "Approved Location"). Franchisee will not relocate the Restaurant without Franchisor's prior written approval. Franchisor may withhold approval of relocation in its sole discretion.

3. Section 2.2 of the Franchise Agreement is hereby deleted in its entirety. Franchisee agrees and acknowledges that Franchisee has no right to further renew the Franchise Agreement after the term of the Franchise Agreement.

4. Section 3.1, Section 3.3, and Section 3.4 of the Franchise Agreement are hereby deleted in their entirety.

5. Section 4.1 of the Franchise Agreement is hereby deleted in its entirety and replaced with the following:

> 4.1 Renewal Fee. In consideration of the renewal franchise rights granted herein, Franchisee will pay a renewal fee to Franchisor of ______________ ____________________ ($___________) upon execution of the Agreement. The entire renewal franchise fee is fully earned and non-refundable in consideration of administrative and other expenses incurred by Franchisor in granting this renewal franchise and for Franchisor's lost or deferred opportunity to enter into a Beggars Pizza Franchise, LLC Franchise Agreement with other parties.

6. Section 5.1 and Section 5.3 of the Franchise Agreement are hereby deleted in their entirety.

7. Section 6.1 of the Franchise Agreement is hereby deleted in its entirety and replaced with the following:

> 6.1 Initial Training Program. Any persons employed by Franchisee as a manager will attend and complete Franchisor's training program to Franchisor's satisfaction within ninety (90) days of their date of hire. Franchisee, Franchisee's managers, and other employees will also attend such additional courses, seminars, and other training programs as Franchisor may reasonably require from time to time.

8. Section 7.8 of the Franchise Agreement is hereby deleted in its entirety.

9. Section 12.1 of the Franchise Agreement is hereby deleted in its entirety.

10. Section 15.2.1 of the Franchise Agreement is hereby deleted in its entirety.

11. Exhibit B of the Franchise Agreement is hereby deleted in its entirety.

12. Franchisee and the undersigned principals, for themselves and their respective assigns, beneficiaries, executors, trustees, administrators, subrogees, agents, representatives, employees, officers, directors, partners, parent corporations, subsidiaries, and affiliates (collectively, "Releasors") do hereby irrevocably and absolutely release and forever discharge Franchisor and its affiliates including, without limitation, BegCom LLC, Beg Adv Inc., and their respective successors, predecessors, assigns, beneficiaries, executors, trustees, administrators, subrogees, agents, representatives, employees, officers, directors, shareholders, partners, parent

corporations, subsidiaries, and affiliates (collectively, the "Released Parties") of and from any known or unknown claims, demands, obligations, debts, actions, and causes of action of every nature, character, and description pursuant to, arising out of, or related to the Prior Agreement and the Restaurant which Releasors now own or hold, have at any time heretofore owned or held, or may at any time own or hold against the Released Parties arising prior to the date of the Addendum. This release does not apply to the Franchise Agreement or any claims arising from the offer, grant, or sale of franchise rights to Franchisee from this day forward.

13. This Addendum constitutes an integral part of the Franchise Agreement between the parties. The terms of the Addendum will be controlling with respect to inconsistent provisions and the subject matter hereof. Except as modified or supplemented by the Addendum, the terms of the Franchise Agreement are hereby ratified and confirmed. The section numbering in the Franchise Agreement will remain the same and not be adjusted based on the deletion of any sections as set forth herein. The Addendum may be executed in counterparts such that such counterparts when executed by the parties will constitute a single binding and executed Addendum.

IN WITNESS WHEREOF, the parties hereto have duly executed the Addendum on the date first above written.

FRANCHISEE:	FRANCHISOR:
____________________________________, a ___________________________________	BEGGARS PIZZA FRANCHISE, LLC, an Illinois limited liability company
By: ________________________________	By: ________________________________
Name: ______________________________	Name: ______________________________
Title: _______________________________	Title: _______________________________

<u>EXHIBIT K</u>

STATE EFFECTIVE DATES

State Effective Dates

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the states, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

This document is effective and may be used in the following states, where the document is filed, registered, or exempt from registration, as of the Effective Date stated below:

State	**Effective Date**
Illinois	*Pending*
Indiana	*Pending*

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

EXHIBIT L

RECEIPTS

RECEIPT

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If Beggars Pizza Franchise, LLC offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

If Beggars Pizza Franchise, LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the state agency listed on Exhibit E.

The agents listed in Exhibit F are authorized to receive service of process for Beggars Pizza Franchise, LLC. The following is the name, principal business address and telephone number of each franchise seller offering this franchise:

☐ Laurance Garetto, 12949 South California Avenue, Blue Island, Illinois 60406, 708-239-1323
☐ Raymond Cantelo, 12949 South California Avenue, Blue Island, Illinois 60406, 708-239-1323
☐ Amanda Melvin, 12949 South California Avenue, Blue Island, Illinois 60406, 708-239-1323

Issuance Date: **April 28, 2026** (see Exhibit K for state effective dates).

I have received a disclosure document dated **April 28, 2026**, that included the following Exhibits:

Exhibit A – Financial Statements
Exhibit B – Table of Contents of the Manuals
Exhibit C – Franchise Agreement
Exhibit D – Commissary Agreement
Exhibit E – State Administrators
Exhibit F – Agents for Service of Process
Exhibit G – Existing Beggars Pizza® Restaurants
Exhibit H – Former Franchisees
Exhibit I – Speedline Solutions, Inc. Agreements
Exhibit J – Renewal Addendum
Exhibit K – State Effective Dates
Exhibit L – Receipts

Date: _________________

Prospective Franchisee:

By: ____
Name: ______________________________________
Individually and on behalf of the following entity:
Company Name: _____________________________
Title: _______________________________________

(RETAIN THIS COPY FOR YOUR FILES)

RECEIPT

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If Beggars Pizza Franchise, LLC offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

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Exhibit J – Renewal Addendum
Exhibit K – State Effective Dates
Exhibit L – Receipts

Date: __________________

Prospective Franchisee:

By: ____
Name: ______________________________________
Individually and on behalf of the following entity:
Company Name: _____________________________
Title: _______________________________________

(RETURN THIS COPY TO US)