

AUG 11 2017

Department of
Business Oversight



FRANCHISE DISCLOSURE DOCUMENT

Godfather's Pizza, Inc.
A Delaware Corporation
2808 North 108th Street
Omaha, Nebraska 68164
(402) 391-1452
cfo@godfathers.com
www.godfathers.com

Godfather's Pizza®

As a franchisee, you will operate a Godfather's Pizza location that offers pizza, sandwiches, salads, and other food and beverage products.

The total investment necessary to begin operation of a Godfather's Pizza franchised business is from \$449,700 to \$814,000 for a full service restaurant, \$113,600 to \$321,000 for a convenience store or other non-traditional location, \$258,700 to \$539,500 for a delivery/carryout location and \$148,450 to \$515,800 to purchase an existing company-operated location. This includes from \$350 to \$30,110 that must be paid to the franchisor for a full service restaurant, \$250 to \$8,610 that must be paid to the franchisor for a convenience store or other non-traditional location, \$350-\$20,110 that must be paid to the franchisor for a delivery/carryout location and \$350 to \$30,110 that must be paid to the franchisor for the purchase of an existing company-operated location.

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 government agency has verified the information contained in this document.

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact the Franchise Services Department at 2808 North 108th Street, Omaha, Nebraska 68164, (402) 391-1452.

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 a lawyer or an accountant.

Buying a franchise is a complex investment. The information in this disclosure document can help you make up your mind. More information on franchising, such as "*A Consumer's Guide to Buying a Franchise*," which can help you understand how to use this disclosure document, is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or

by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, DC 20580. You can also visit the FTC's home page at www.ftc.gov for additional information. Call your state agency or visit your public library for other sources of information on franchising.

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

ISSUANCE DATE: August 2, 2017

STATE COVER PAGE

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

Call the state franchise administrator listed in Exhibit "A" for information about the franchisor, or about franchising in your state.

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

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

1. GOVERNING LAW. THE FRANCHISE AGREEMENT STATES THAT IN CERTAIN INSTANCES, NEBRASKA LAW GOVERNS THE AGREEMENT, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTION AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS.
2. JURISDICTION. THE FRANCHISE AGREEMENT CONTAINS A PROVISION REQUIRING YOU TO CONSENT TO THE JURISDICTION OF COURTS IN THE STATE OF NEBRASKA. THIS PROVISION MAY NOT BE ENFORCEABLE UNDER CALIFORNIA LAW. IF IT IS ENFORCABLE IT WOULD REQUIRE YOU TO LITIGATE AGAINST THE FRANCHISOR IN A STATE OTHER THAN CALIFORNIA, WHICH MAY BE MORE COSTLY THAN LITIGATION IN CALIFORNIA.
3. FRANCHISOR WEBSITE. THE URL ADDRESS OF THE FRANCHISOR'S WEBSITE IS www.godfathers.com. OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT, ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT AT www.dbo.ca.gov.
4. TERRITORY. THE TERRITORY IS NOT EXCLUSIVE. YOU MAY FACE COMPETITION FROM OTHER FRANCHISEES, FROM FRANCHISOR OWNED OUTLETS, OR FROM OTHER CHANNELS OF DISTRIBUTION OR COMPETITIVE BRANDS FRANCHISOR CONTROLS.
5. PERSONAL GUARANTY. YOU ARE REQUIRED TO SIGN A PERSONAL GUARANTEE, MAKING YOU INDIVIDUALLY LIABLE FOR FINANCIAL OBLIGATIONS UNDER THE AGREEMENT. IN THE STATE OF CALIFORNIA,

THE GUARANTEE WILL PLACE YOUR SPOUSE'S MARITAL AND PERSONAL ASSETS AT RISK IF YOUR FRANCHISE FAILS.

6. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

We use the services of one or more FRANCHISE BROKERS or referral sources to assist us in selling our franchise. A franchise broker or referral source represents us, not you. We pay this person a fee for selling our franchise or referring you to us. You should be sure to do your own investigation of the franchise.

Effective Date: _____, 2017

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

The franchisor is Godfather's Pizza, Inc. ("GPI", "we", "us", or "our"). "You" means the person who buys the franchise. If the franchisee is a corporation, partnership, limited liability company, or other entity, the owners of the corporation, partnership, limited liability company, or other entity must execute the guaranty described in Item 15. "You" will include the persons described in Item 15.

GPI is a Delaware corporation that was incorporated on June 26, 1985. GPI does business as "Godfather's Pizza." GPI currently has no predecessors required to be included in this Item. It has three affiliates, Gartlan Real Estate Holdings, LLC ("GREH"), GPBCM, Inc. ("GPBCM"), and GPTB, Inc. ("GPTB"). GREH, which has the same principal business address as GPI, is a real estate holding company. GREH owns the building in which GPI's corporate headquarters is located. GPBCM and GPTB, which have the same principal business address as GPI, are used by GPI for the development of new concepts. GPTB currently has no new concepts in operation or development, but may do so in the future.

GPBCM presently operates a program to license the sale of a line of pizza products under the trademark "BigShot" by convenience stores and other non-traditional locations. GPBCM also is developing a program to license the sale of certain frozen pizza products under the trademark "Godfather's Pizza To Go" by convenience stores and other non-traditional locations. As of the date of this disclosure document the BigShot program is in operation at four locations, and the Godfather's Pizza To Go program is not yet in operation. GPBCM also has a program by which it sells Godfather's Pizza sauce to retail outlets and customers on the Amazon website, and is currently marketing the sale of Godfather's Pizza gluten free pizza products to retail outlets.

GPI's principal business address is 2808 North 108th Street, Omaha, Nebraska 68164. The attached Exhibit "A" contains GPI's registered agent for service of process in each state.

GPI franchises the right to operate Godfather's Pizza restaurants in shopping center locations, free-standing buildings and other non-traditional locations. You will sign the Franchise Agreement attached to this disclosure document as Exhibit "B-1" regardless of whether you will operate a traditional or non-traditional location. "Traditional" locations include both full service restaurants with space for on-premises dining and delivery/carryout locations, which may include limited seating. "Non-traditional" locations include convenience stores and sites that generate customer traffic flow which is independent from the general customer traffic flow of the surrounding area, including military bases, shopping malls, airports, stadiums, major industrial or office complexes, hotels, school campuses, train stations, travel plazas, toll roads, casinos, hospitals, and sports or entertainment venues. The franchises offered by GPI for units in shopping center locations and free-standing buildings include franchises for restaurants with dining areas, and in some cases locations limited to delivery and carryout of Godfather's Pizza products. Franchisees who locate within convenience stores operate a Godfather's Pizza location within a new or existing convenience store operating under the name selected by the convenience store operator. College food service locations operate as part of a food court operated by a food service vendor. GPI also grants franchises to supermarket operators for the operation of a food court or similar area that sells Godfather's Pizza products and products offered by other food service concepts. The market for the products you will sell is primarily the 19 to 45 year old age

group. Your competitors will include restaurant chains that feature pizza as their primary menu item and grocery stores, convenience stores and other non-traditional locations that sell pizza.

GPI or its predecessors have operated Godfather's Pizza restaurants since 1973. GPI or its predecessors have offered franchises for Godfather's Pizza restaurants since 1974. Since July 2002 GPI has at different times offered franchises directly or through its affiliates for four other food service concepts owned and developed by GPI: Nana's Chicken; Big Vinny's, a sandwich concept; The Godfather's Joint, a pizza and chicken buffet concept; and Big Vinny's Take & Bake Pizza, a take and bake pizza concept. As of the date of this disclosure document there are no franchises currently in operation for the concepts described in the previous sentence. GPI is not currently offering franchises for these concepts. In 2006, GPI developed a frozen pizza product ("QP") which is distributed to convenience stores and other non-traditional operations. At the date of this disclosure document there are no QP franchises in operation. Franchisees for new QP franchises will sign the form of Franchise Agreement attached to this disclosure document. No predecessor or affiliate of GPI has offered franchises in any other line of business, except for The Godfather's Joint and the Big Vinny's Take & Bake Pizza concepts of GPI's affiliates described in this Item 1.

You must comply with state and local restaurant food safety laws. In addition, alcoholic beverage laws and other general laws will apply to your business. You should make further inquiries about those laws.

ITEM 2. BUSINESS EXPERIENCE:

President, Chief Executive Officer and Director: Ronald B. Gartlan

Mr. Gartlan became a member of the Board of Directors of GPI in September 1988. He became GPI's President in May 1995 and Chief Executive Officer in December 1996.

Director: Madalyn Gartlan

Mrs. Gartlan, who is Ronald B. Gartlan's spouse, became a member of the Board of Directors of GPI in July 2008. She has been a community volunteer in the Omaha, Nebraska area since 1986.

Senior Vice President and Secretary: Kathleen M. Johnson

Ms. Johnson became GPI's Senior Vice President in May 2006 and Secretary in October 2004.

Vice President of Franchise Services: Michael J. Clifford

Mr. Clifford became GPI's Vice President of Franchise Services in September 2005.

Vice President of Procurement and R&D: David A. Soukup

Mr. Soukup became GPI's Vice President of Procurement and R&D in March 2017. He became GPI's Vice President of Procurement in May 2016, and he became Vice President of Product Development and Construction in April 2011.

Vice President, Treasurer and Chief Financial Officer: Linda L. Meyer

Ms. Meyer became Vice President, Treasurer and Chief Financial Officer in August 2016. She joined GPI as its Controller in September 2009.

Vice President of Franchise Services: Jack Gano

Mr. Gano became Vice President of Franchise Services for GPI in October 2009. From March 1977 to October 2009, he was the owner and operator of a multi-unit Godfather's Pizza franchise.

Vice President of Media Productions: Johnnie M. Travis

Mr. Travis became GPI's Vice President of Media Productions in June 2010.

Vice President of Marketing: Dawn M. Drazdys

Ms. Drazdys became GPI's Vice President of Marketing in September 2013. She became a Marketing Consultant for GPI in April 2013. From September 2010 to April 2013 she was Director of Brand Strategy at Daake Design, Inc., Omaha, Nebraska.

Vice President of Development: David Gartlan

Mr. Gartlan, who is Ronald B. Gartlan's son, became GPI's Vice President of Development in August 2016. He became Director of Franchise Development in June 2009.

Director of Franchise Services: Bruce Just

Mr. Just became GPI's Director of Franchise Services in May 2016. He became Director of Franchise Operations in August 2014. From September 2011 to August 2014 he was GPI's Franchise Operations Manager.

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 disclosure document.

ITEM 5. INITIAL FEES:

GPI will grant some of the franchises in this state to developers who enter into an Agreement for Area Development ("Area Agreement"). We have attached a form of the Area Agreement to this disclosure document as Exhibit "B-2". An Area Agreement provides the developer with the exclusive right to develop a specified number of Godfather's Pizza locations within a designated development area for a time period specified in the Area Agreement. GPI usually charges a non-refundable area development fee of \$3,000 per location for each Area Agreement for the development of traditional sit-down locations, delivery/carryout only locations and non-traditional locations. In most cases the amount of the area development fee is applied to the

initial franchise fee payable by the developer for an agreed upon number of locations developed under the Area Agreement. The amount of this development fee may vary depending on the size and location of the area. The development fee for each location is payable after GPI has performed its initial obligations under the Area Agreement and the Franchise Agreement and the opening of the development location.

When you complete a location under an Area Agreement or without an Area Agreement, you will sign a Franchise Agreement. We have attached a copy of the Franchise Agreement to this disclosure document as Exhibit "B-1".

GPI normally charges an initial franchise fee for each new location licensed. You must pay this initial franchise fee within five (5) days after opening and the completion by GPI of its pre-opening services. The initial franchise fee for traditional sit-down locations will be up to \$25,000, and for delivery/carryout only locations will be up to \$15,000. The initial franchise fee for convenience stores and other non-traditional locations will be up to \$7,500. Your initial franchise fee will depend upon the number and type of locations you plan to develop, the area you propose to develop, and your financial condition.

GPI may provide reductions of the initial franchise fee for traditional sit-down locations of up to \$25,000 per location, for delivery/carryout only locations of up to \$15,000 per location and for non-traditional locations of up to \$7,500 per location. GPI provides these reductions as an incentive for the development of additional locations by new and existing franchisees who meet operational and financial standards established by GPI. Initial franchise fees in GPI's last fiscal year, excluding marketing materials purchased from GPI, ranged from \$7,500 to \$25,000 per location for full services locations, \$7,500 for delivery/carryout only locations and \$0-\$7,500 for non-traditional locations. GPI also has a program for honorably discharged veterans of the United States military services under which applicants who satisfy GPI's normal financial and operational qualifications will have their initial franchise fee reduced by 50% of the maximum initial franchise fees described in this paragraph.

GPI may charge an initial franchise fee, also referred to as a transfer fee, when you purchase an existing company-operated location, depending upon the financial condition of the location. GPI did not receive any initial franchise fees for locations a franchisee purchased from GPI during GPI's most recent fiscal year.

GPI will not refund any portion of the development fee paid under an Area Agreement or, after GPI completes its obligation to provide initial assistance, the initial franchise fee for a Franchise Agreement. You are required to pay a deposit of \$3,000 when you submit a site submission form for GPI's review, including for both traditional and non-traditional locations. If GPI rejects the proposed site, GPI will return the full amount of the deposit to you. If you open the new location within six (6) months after receiving the site approval, the entire amount of the deposit will be credited to the payment of the required initial franchise fee. If you fail to open the new location within six (6) months after receiving site approval, GPI may retain the entire amount of the deposit.

When you pay your initial franchise fee you must also pay a deposit of \$1,000 for a non-traditional location or \$5,000 for a traditional location, including delivery/carryout locations (the "Continuing Fee Deposit"). We will apply this deposit to the payment of any amount of past due

continuing fees described in a default letter sent to you. If you have not received a continuing fee default letter by the second anniversary of the effective date of your Franchise Agreement, we will apply this deposit to future continuing fees payable by you under your Franchise Agreement. If you have received a continuing fee default letter within that time GPI will retain the remaining Continuing Fee Deposit on that date, and GPI will retain the remaining Continuing Fee Deposit if you close or transfer your franchised location to an approved GPI franchisee within the first two years of the term of the Franchise Agreement. We may waive this deposit, particularly if you are a current Godfather's Pizza franchisee with a good record of paying continuing fees in a timely manner, or otherwise have an excellent credit background.

We will provide initial training and training materials for the trainees agreed upon by you and GPI. We reserve the right to charge you a \$500 training fee for each trainee for traditional locations (including delivery/carryout locations) and \$250 for each trainee for non-traditional locations. You must pay the training fees before your trainees begin training, and these training fees are uniform and non-refundable. Your trainees will remain your employees during the training program. You must pay for all of your trainees' worker compensation insurance, travel, meal and lodging expenses. See Item 11 for more information on training.

Except for the circumstance described in this Item 5, we do not refund any initial franchise fee.

ITEM 6. OTHER FEES:

<u>Type of fee</u>	<u>Amount</u>	<u>Due Date</u>	<u>Remarks¹</u>
Continuing Fees	Royalties of greater of 3% of net sales or \$125 for each week and service compensation of greater of 3% of net sales or \$125 for each week for a traditional location; royalties of greater of 3% of net sales or \$60 for each week and service compensation of greater of 3% of net sales or \$60 for each week for a non-traditional location	Wednesday after end of each week. ²	Net sales defined in footnote 3. Also see Footnote 4.
Continuing Fee Deposit Replenishment	Amount required to replenish initial deposit amount	Within ten days after receipt of notice from us	See Item 5 for explanation of how deposit is applied and refunded
Renewal Fee	\$1,000 for non-traditional locations; \$2,000 for traditional locations including	Before first day of renewal of term	Cost to renew or extend Franchise Agreement for five years

<u>Type of fee</u>	<u>Amount</u>	<u>Due Date</u>	<u>Remarks¹</u>
	delivery/carryout only locations		
Audit Fee	Cost of Audit	When audit is completed	Footnote 5
Cooperative Advertising	Pro-rata share of media cost	When required by media outlets	Footnote 6
Ad Fund Contribution	Not to exceed 2% of net sales unless increase approved by majority of company-operated and franchised locations	Wednesday after end of each week	Footnote 7
Indemnification	Cost to GPI of business claim against you	When cost incurred	Footnote 8
Marketing/ Promotional Items	Cost of marketing materials not otherwise provided in opening kit	When cost incurred	Footnote 9
NSF Check/Electronic Funds Transfer Fee	\$25	Within ten (10) days after notice from GPI	Footnote 10
Training Fee	\$500 per person for traditional locations and \$250 per person for non-traditional locations	Before trainees begin training	Footnote 11
Transfer Fee	\$3,000	Before transfer completed	GPI determines based on remaining term of Franchise Agreement and financial condition of location
Interest on late payments	Highest applicable legal rate for open account business credit, not to exceed 1½% per month. The highest interest rate allowed by law in California is 10% annually.	Accrues from due date of amounts payable to GPI	Payable on all continuing fees, advertising contributions and other amounts due from GPI
Reimburse GPI for certain state taxes	Amount of tax assessed against GPI and	Within 30 days after you receive notice from GPI	Footnote 12

<u>Type of fee</u>	<u>Amount</u>	<u>Due Date</u>	<u>Remarks¹</u>
	specified in notice from GPI		

1. All fees are imposed by and payable to GPI. All fees are non-refundable, except in some cases the Continuing Fee Deposit. GPI will refund this deposit if you have not received a default letter regarding payment of continuing fees before the second anniversary of the effective date of the Franchise Agreement and have not transferred or closed your location. GPI may reduce continuing fees to provide an incentive for new and existing franchisees to develop additional locations. Therefore, as described below, these fees are not uniformly imposed on all franchisees. GPI also has a program for honorably discharged veterans of the United States military services under which applicants who satisfy GPI's normal financial and operational qualifications will have their continuing fees reduced to 4% of net sales for the first year of operation of their location, increased by 1% of net sales per year until continuing fees reach 6% of net sales. You must pay continuing fees to GPI by the use of electronic funds transfers if GPI requires you to do so.

2. New franchisees who agree to develop multiple locations or operate within a convenience store, college food service or other non-traditional locations may be permitted to pay continuing fees on a monthly basis, so long as they remain current in making these payments.

3. Net sales are all sales from the franchised location, excluding sales taxes and cash received as payment in credit transactions where we included the extension of credit itself in net sales.

4. If you default in paying continuing fees in a timely manner after the second anniversary of the effective date of the Franchise Agreement, GPI may require you to deposit with GPI an amount equal to the amount of continuing fees payable for the two month period before the default occurred. GPI may apply this deposit to the payment of continuing fees not paid in a timely manner, and may terminate the Franchise Agreement if you do not replenish this deposit on GPI's request or resume paying continuing fees in a timely manner. In addition, if you are paying continuing fees at a rate of less than 6% and you (a) commence operation of a business selling food products other than Godfather's Pizza products if you operate a traditional location, or (b) receive a second default letter for failure to pay fees in a timely manner, GPI may increase your continuing fees to 6% of net sales, as of the date of the opening of such other business or the date of the second default letter.

5. You must pay the cost of an audit conducted by or for GPI if the audit discloses an underpayment of 5% or more of franchise fees. GPI pays the audit cost if the underpayment is less than 5%.

6. GPI requires you to contribute to cooperative advertising only if you buy or build a location in an area where GPI has company-operated locations. GPI bases your pro-rata share of the cost of media purchases on the number of locations or net sales you have as a percentage of the company-operated and franchised locations or net sales in your Designated Market Area. Designated Market Area is a term used by media ratings services to measure the area that receives the television and radio signals of certain stations.

7. GPI may, in its sole discretion, establish regional or national advertising funds on 90 days notice to you. You may be required to contribute 2% of your net sales to these funds. The 2% amount may be increased by a majority vote of all Godfather's Pizza franchised and company-operated locations.

8. You are required by Section 5 of the Franchise Agreement to indemnify GPI from all claims arising out of the operation of the location.

9. Franchisees who would like additional or different marketing or promotional items, other than those provided in the initial opening kit, will be charged labor and material costs for producing those items.

10. GPI will charge you a service fee of \$25 for every check payable to GPI for fees or other amounts payable to GPI that your bank refuses to honor. You also must pay a service fee to GPI of \$25 for any electronic funds transfer for which your bank refuses to transmit the full requested amount to GPI.

11. GPI reserves the right, in its sole discretion, to charge you a training fee of \$500 for each individual you send to training for a traditional location, and \$250 for each individual you send to training for a non-traditional location. You must pay the training fees before your trainees begin training, and these training fees are uniform and non-refundable.

12. Reimburses GPI for gross receipts or state income taxes assessed against GPI by a state other than its home state or sales or use taxes in any state on initial franchise fees or continuing fees you pay to GPI.

ITEM 7. ESTIMATED INITIAL INVESTMENT:

**YOUR ESTIMATED INITIAL INVESTMENT TO BUILD A NEW
GODFATHER'S PIZZA FULL SERVICE RESTAURANT**

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment Is To Be Made
Development Fee	\$3,000 per unit (1)	Lump Sum	Upon Signing Area Agreement	GPI
Initial Franchise Fee	\$0-\$25,000 (2)	Lump Sum	After opening of franchised location	GPI
Continuing Fee Deposit	\$0-\$5,000 (3)	Lump Sum	After opening of franchised location	GPI
Advertising	\$2,000-\$10,000 (4)	Terms set by Vendors	As incurred	Vendors
Equipment	\$130,000-\$245,000	Terms set by Vendors	When ordered	Vendors
Opening Inventory	\$7,500	Terms set by Vendors	As ordered	Vendors

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment Is To Be Made
Lease of Real Estate (3 months)	\$12,000 to \$24,000 (5)	Monthly	Monthly	Landlord
Leasehold Improvements	\$175,000-\$350,000	Terms set by Vendors	As incurred	Contractors
Insurance	\$3,000-\$6,000	Terms set by Vendors	As purchased	Vendors
Misc. Opening Costs	\$12,500 (6)	Lump Sum	As purchased	Vendors
Signs	\$4,500-\$12,500	Lump Sum	As purchased	Vendors
Initial Training	\$4,200-\$7,500 (7)	Terms Set by Vendors	As purchased	Vendors
Additional Funds (3 months)	\$90,000-\$100,000 (8)	As incurred	As incurred	Employees, Suppliers, Utilities
Total	\$449,700-\$814,000 (9)			

1) When you develop new locations under an Area Agreement, you must pay GPI a development fee of \$3,000 for each location to be developed. This development fee is also described in Item 5 of this disclosure document. For purposes of the total investment number at the end of this table, GPI assumes you will develop three locations.

2) GPI collects the initial franchisee fee after GPI performs its pre-opening services and the location opens. GPI may reduce the initial franchise fee to encourage you to develop multiple locations. See Item 5 of this disclosure document.

3) The amount of this deposit is \$5,000 for a traditional location, and may be waived in certain circumstances. See Item 5.

4) Advertising expenditures will vary, depending mainly upon the type of media used, advertising frequency, and size of the city in which the unit is located.

5) Rent will vary depending on the size and location of the unit. The range of rental amounts described is for three months.

6) Includes security deposits, utility costs, and incorporation fees.

7) You will incur approximately \$100-\$200 per day in expenses for food and lodging for each person who attends the initial training session described in Item 11 of this disclosure document. You will also be responsible for travel expenses that will vary depending on type of

transportation and length of travel. As described in Items 5 and 6 of this disclosure document, GPI reserves the right, in its sole discretion, to charge you a training fee of \$500 for each individual you send to training for a traditional location. This table assumes you will have four people for whom a training fee will be charged.

8) This figure estimates your initial start-up expenses for a three-month period. These expenses include payroll and food costs. These figures are estimates and GPI cannot guarantee that you will not have additional expenses starting the business. Your costs will depend on factors that include: how much you follow GPI's methods and procedures; your management skill, experience and business acumen; local economic conditions; the local market for Godfather's Pizza products; the prevailing wage rate; competition; and the sales level you reach during this initial period.

9) GPI relied on its 44 years of experience in the pizza restaurant business to compile these estimates. You should review these figures carefully with a business advisor before making any decision to purchase the franchise.

**YOUR ESTIMATED INITIAL INVESTMENT TO BUILD A NEW GODFATHER'S PIZZA
UNIT IN A CONVENIENCE STORE OR OTHER NON-TRADITIONAL LOCATION**

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment Is To Be Made
Development Fee	\$3,000 per unit (1)	Lump Sum	Upon Signing Area Agreement	GPI
Initial Franchise Fee	\$0-\$7,500 (2)	Lump Sum	After opening of franchised location	GPI
Continuing Fee Deposit	\$0-\$1,000 (3)	Lump Sum	After opening of franchised location	GPI
Advertising	\$2,000-\$10,000 (4)	Terms Set by Vendors	As incurred	Vendors
Equipment	\$30,000-\$125,000 (5)	Terms Set by Vendors	When ordered	Vendors
Opening Inventory	\$3,000-\$5,000	Terms Set by Vendors	As ordered	Vendors
Lease of Real Estate (3 months)	\$3,000-\$4,500 (6)	Monthly	Monthly	Landlord
Leasehold Improvements	\$15,000-\$25,000 (7)	Terms Set by Vendors	As incurred	Contractors
Insurance	\$3,000-\$6,000	Terms Set by Vendors	As purchased	Vendors
Misc. Opening	\$12,500 (8)	Lump Sum	As purchased	Vendors

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment Is To Be Made
Costs				
Signs	\$3,000-\$10,000 (9)	Lump Sum	As purchased	Vendors
Initial Training	\$3,100-\$5,500 (10)	Terms Set by Vendors	As purchased	Vendors
Additional Funds (3) Months	\$30,000-\$100,000 (11)	As Incurred	As incurred	Employees, Suppliers, Utilities
Total	\$113,600-\$321,000 (12)			

1) When you develop new locations under an Area Agreement, you must pay GPI a development fee of \$3,000 for each location to be developed. This development fee is also described in Item 5 of this disclosure document. For purposes of the total investment number at the end of this table, GPI assumes you will develop three locations.

2) GPI collects the initial franchisee fee after GPI performs its pre-opening services and the location opens. GPI may reduce the initial franchise fee to encourage you to develop multiple locations. See Item 5 of this disclosure document.

3) The amount of this deposit is \$1,000 for a non-traditional location, and may be waived in certain circumstances. See Item 5.

4) Advertising expenditures will vary, depending mainly upon the type of media used, advertising frequency, and size of the city in which the unit is located.

5) The amounts described in this table assume that you will purchase new equipment.

6) Rent will vary depending on the size and location of the unit. The range of rental amounts described is for three months.

7) Includes cost of leasehold improvements only for the Godfather's Pizza portion of the convenience store or other non-traditional location.

8) Includes security deposits, utility costs and incorporation fees.

9) Includes cost of signs for Godfather's Pizza operation only.

10) You will incur approximately \$100-\$200 per day in expenses for food and lodging for each person who attends the initial training session described in Item 11 of this disclosure document. You will also be responsible for travel expenses that will vary depending on type of transportation and length of travel. As described in Items 5 and 6 of this disclosure document, GPI reserves the right, in its sole discretion, to charge you a training fee of \$250 for each

individual you send to training for a non-traditional location. This table assumes you will have four people for whom a training fee will be charged.

11) This figure estimates your initial start-up expenses for a three-month period. These expenses include payroll and food costs. These figures are estimates and GPI cannot guarantee that you will not have additional expenses starting the business. Your costs will depend on factors that include: how much you follow GPI's methods and procedures; your management skill, experience and business acumen; local economic conditions; the local market for Godfather's Pizza products; the prevailing wage rate; competition; and the sales level you reach during this initial period.

12) GPI relied on its 44 years of experience in the pizza restaurant business to compile these estimates. You should review these figures carefully with a business advisor before making any decision to purchase the franchise.

**YOUR ESTIMATED INITIAL INVESTMENT TO BUILD A NEW
GODFATHER'S PIZZA DELIVERY/CARRYOUT RESTAURANT**

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment Is To Be Made
Development Fee	\$3,000 per unit (1)	Lump Sum	Upon Signing Area Agreement	GPI
Initial Franchise Fee	\$0-\$15,000 (2)	Lump Sum	After opening of franchised location	GPI
Continuing Fee Deposit	\$0- \$5,000 (3)	Lump Sum	After opening of franchised location	GPI
Advertising	\$2,000-\$10,000 (4)	Terms set by Vendors	As incurred	Vendors
Equipment	\$75,000-\$195,000	Terms set by Vendors	When ordered	Vendors
Opening Inventory	\$5,000-\$7,500	Terms set by Vendors	As ordered	Vendors
Lease of Real Estate (3 months)	\$5,000-\$12,000 (5)	Monthly	Monthly	Landlord
Leasehold Improvements	\$50,000-\$150,000	Terms Set by Vendors	As incurred	Contractors
Insurance	\$3,000-\$6,000	Terms Set by Vendors	As purchased	Vendors
Misc. Opening Costs	\$12,500 (6)	Lump Sum	As purchased	Vendors
Signs	\$3,000-\$10,000	Lump Sum	As purchased	Vendors

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment Is To Be Made
Initial Training	\$4,200-\$7,500 (7)	Terms Set By Vendors	As purchased	Vendors
Additional Funds (3 months)	\$90,000-\$100,000 (8)	As incurred	As incurred	Employees, Suppliers, Utilities
Total	\$258,700-\$539,500 (9)			

1) When you develop new locations under an Area Agreement, you must pay GPI a development fee of \$3,000 for each location to be developed. This development fee is also described in Item 5 of this disclosure document. For purposes of the total investment number at the end of this table, GPI assumes you will develop three locations.

2) GPI collects the initial franchisee fee after GPI performs its pre-opening services and the location opens. GPI may reduce the initial franchise fee to encourage you to develop multiple locations. See Item 5 of this disclosure document.

3) The amount of this deposit is \$5,000 for a delivery/ carryout location, and may be waived in certain circumstances. See Item 5.

4) Advertising expenditures will vary, depending mainly upon the type of media used, advertising frequency, and size of the city in which the unit is located.

5) Rent will vary depending on the size and location of the unit. The range of rental amounts described is for three months.

6) Includes security deposits, utility costs, and incorporation fees.

7) You will incur approximately \$100-\$200 per day in expenses for food and lodging for each person who attends the initial training session described in Item 11 of this disclosure document. You will also be responsible for travel expenses that will vary depending on type of transportation and length of travel. As described in Items 5 and 6 of this disclosure document, GPI reserves the right, in its sole discretion, to charge you a training fee of \$500 for each individual you send to training for a traditional location, including a delivery/carryout location. This table assumes you will have four people for whom a training fee will be charged.

8) This figure estimates your initial start-up expenses for a three-month period. These expenses include payroll and food costs. These figures are estimates and GPI cannot guarantee that you will not have additional expenses starting the business. Your costs will depend on factors that include: how much you follow GPI's methods and procedures; your management skill, experience and business acumen; local economic conditions; the local market for Godfather's Pizza products; the prevailing wage rate; competition; and the sales level you reach during this initial period.

9) GPI relied on its 44 years of experience in the pizza restaurant business to compile these estimates. You should review these figures carefully with a business advisor before making any decision to purchase the franchise.

**YOUR ESTIMATED INITIAL INVESTMENT TO PURCHASE AN EXISTING
COMPANY-OPERATED GODFATHER'S PIZZA RESTAURANT**

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment Is To Be Made
Initial Franchise Fee	\$0-\$25,000 (1)	Lump Sum	After opening of franchised location	GPI
Continuing Fee Deposit	\$0-\$5,000 (2)	Lump Sum	After opening of franchised location	GPI
Advertising	\$2,000-\$10,000 (3)	Terms Set by Vendors	As incurred	Vendors
Equipment	\$25,000-\$300,000 (4)	Terms Set by GPI	Monthly	GPI
Opening Inventory	\$7,500	Terms Set by Vendors	As ordered	Vendors
Lease of Real Estate (3 months)	\$4,250-\$29,800 (5)	Monthly	Monthly	Landlord
Leasehold Improvements	Included with Equipment (6)	Terms Set by GPI	Monthly	GPI
Insurance	\$3,000-6,000	Terms Set by Vendors	As purchased	Vendors
Misc. Opening Costs	\$12,500 (7)	Lump Sum	As purchased	Vendors
Signs	\$0-\$12,500 (8)	Lump Sum	As purchased	Vendors
Initial Training	\$4,200-7,500 (9)	Terms Set by Vendors	As purchased	Vendors
Additional Funds (3 Months)	\$90,000-100,000 (10)	As incurred	As incurred	Employees, Suppliers, Utilities
Total	\$148,450-\$515,800 (11)			

1) GPI normally charges an initial franchise fee, within the range described above, when you buy an existing company-operated location from GPI. If GPI charges an initial franchise fee, it will be collected after GPI performs its pre-opening services and the location opens. GPI may

reduce the initial franchise fee to encourage you to develop multiple locations. See Item 5 of this disclosure document.

2) The amount of this deposit is \$5,000 for a traditional location, including a delivery/carryout location, and may be waived in certain circumstances. See Item 5.

3) Advertising expenditures will vary, depending mainly upon the type of media used, advertising frequency, and size of the city in which the unit is located.

4) This figure is based on GPI's estimate of the cost of leasehold improvements and equipment if you purchase a company-operated location.

5) Rent will vary depending on the size and location of the unit. The range of rental amounts described is for three months.

6) As described in Item 10 of this disclosure document, GPI does not provide financing.

7) Includes security deposits, utility costs, and incorporation fees.

8) The cost of the sign is normally included in the cost of equipment and leasehold improvements described above. This price range is provided if the sign needs to be replaced.

9) You will incur approximately \$100-\$200 per day in expenses for food and lodging for each person who attends the initial training session described in Item 11 of this disclosure document. You will also be responsible for travel expenses that will vary depending on type of transportation and length of travel. As described in Items 5 and 6 of this disclosure document, GPI reserves the right, in its sole discretion, to charge you a training fee of \$500 for each individual you send to training. This table assumes you will have four people for whom a training fee will be charged.

10) This figure estimates your initial start-up expenses for a three-month period. These expenses include payroll and food costs. These figures are estimates and GPI cannot guarantee that you will not have additional expenses starting the business. Your costs will depend on factors that include: how much you follow GPI's methods and procedures; your management skill, experience and business acumen; local economic conditions; the local market for Godfather's Pizza products; the prevailing wage rate; competition; and the sales level you reach during this initial period.

11) GPI relied on its 44 years of experience in the pizza restaurant business to compile these estimates. You should review these figures carefully with a business advisor before making any decision to purchase the franchise.

ITEM 8. RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES:

To maintain the consistency of the products and services sold by Godfather's Pizza franchisees, GPI requires you to purchase certain food products, supplies, and paper products used in preparing pizza and other products from distributors approved by GPI. This does not include fresh produce, which you may purchase from local food vendors. These distributors must purchase these products only from suppliers approved by GPI. You must purchase certain major items of equipment, like ovens, dough mixers, and dough sheeters, from manufacturers designated by GPI or the distributors of these manufacturers. No officer of GPI owns an interest in any approved supplier or distributor to the Godfather's Pizza system.

GPI's Quality Assurance and Materials Management Departments developed the specifications for approved suppliers and distributors. These specifications primarily relate to the ability of an approved supplier or distributor to comply with GPI's quality assurance guidelines. GPI may modify these specifications by notifying the suppliers and distributors in writing. GPI will issue these specifications to approved and prospective suppliers and distributors, and will provide them to franchisees upon request.

A supplier or distributor may apply to GPI to become an approved supplier or distributor. An existing or prospective franchisee may also propose that a new supplier or distributor be approved. GPI emphasizes the ability of a proposed supplier or distributor to adhere to GPI's quality assurance and confidentiality standards. GPI also emphasizes the willingness of a distributor to distribute the full line of products required by a franchisee. GPI may approve a limited number of suppliers and distributors in a market area to help monitor quality assurance standards, and will approve an exclusive supplier for certain products. GPI will provide current franchisees, at the franchisee's request, with a copy of its criteria used to evaluate proposed new suppliers and distributors. GPI does not charge proposed new suppliers or distributors for evaluation to be a GPI supplier or distributor.

If you want to purchase an item from a distributor that GPI has not approved, GPI may have you submit a sample of the item to GPI. GPI will inspect the proposed distributor's plant and evaluate the ability of the distributor to offer a full line of products. GPI will notify you in writing of the approval or disapproval of a distributor you proposed. GPI does not have a specified time frame within which GPI agrees to notify franchisees of decisions concerning approval of proposed new suppliers or distributors. GPI will notify you as soon as possible after GPI makes a decision.

GPI may revoke the approval of a distributor or supplier that breaches its Distributor Agreement or Supplier Agreement with GPI. GPI will advise all franchisees dealing with a distributor in writing if GPI revokes the approval of a distributor. GPI will advise all distributors in writing if GPI revokes the approval of a supplier.

GPI or its affiliates do not serve as suppliers for any categories of goods or services, except for certain marketing materials, including banners and promotional kits. GPI normally sells these items to franchisees at an amount approximately equal to GPI's cost to produce these items. In GPI's most recent fiscal year ended May 28, 2017, GPI's total revenues were \$15,871,000, and GPI's total revenues from the purchases of the marketing materials were \$30,302. GPI estimates that the required purchases and leases from approved suppliers and distributors will constitute 80% of your purchases and leases in establishing your franchised business, and 80% of your

purchases and leases in operating your franchised business. Certain approved suppliers of required purchases pay GPI rebates up to 7% of purchases for certain core ingredients and up to 15% of purchases for certain ancillary items. GPI uses this amount to help fund the cost of advertising and marketing materials developed for use by the system, provide support for the development of advertising and marketing materials, and to pay a portion of the cost of system wide or regional meetings.

GPI negotiates purchase arrangements with suppliers (including price terms) for certain items for the benefit of franchisees, but you will determine most of your prices by negotiations between you and approved suppliers and distributors. GPI does not operate any purchasing or distribution cooperatives. To GPI's knowledge there are no product purchase or distribution cooperatives in the Godfather's Pizza system.

GPI will not provide material benefits (like granting additional franchises to you) based on your use of designated suppliers or distributors.

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.

FRANCHISEE'S OBLIGATIONS

OBLIGATION	SECTION IN FRANCHISE AGREEMENT	ITEM # IN DISCLOSURE DOCUMENT	SECTION IN AREA AGREEMENT
a. Site selection and acquisition/lease	Section 1C	Item 11	Section 1&2
b. Pre-opening purchases/leases	Section 2	Item 7	Section 1&2
c. Site development and other pre-opening requirements	Section 2	Item 11	Section 1&2
d. Initial and ongoing training	Section 3A	Item 11	Section 1&2
e. Opening	Section 2	Item 11	Section 1&2
f. Fees	Section 6	Items 5&6	Section 3
g. Compliance with standards and policies/operating manuals	Sections 1C, 2, 3C	Item 11	No obligation imposed
h. Trademarks and	Section 4	Item 13	Section 4

OBLIGATION	SECTION IN FRANCHISE AGREEMENT	ITEM # IN DISCLOSURE DOCUMENT	SECTION IN AREA AGREEMENT
proprietary information			
i. Restrictions on products/services offered	Sections 3B and 3C	Item 16	No obligation imposed
j. Warranty and customer service requirements	No obligation imposed	No obligation imposed	No obligation imposed
k. Territorial development and sales quotas	Sections 1C and 1D	Item 5	Section 1&2
l. Ongoing product/service purchases	Sections 2, 3B and 3C	Item 8	No obligation imposed
m. Maintenance, appearance and remodeling requirements	Section 9A	Item 7	No obligation imposed
n. Insurance	Section 9G	Item 7	No obligation imposed
o. Advertising	Section 10	Item 7	Section 4
p. Indemnification	Section 5	Item 13	No obligation imposed
q. Owner's participation/management/staffing	Sections 1C and 9F	Item 15	No obligation imposed
r. Records and reports	Section 11	Item 6	Section 7
s. Inspections and audits	Section 12	Item 6	Section 7
t. Transfer	Section 13	Item 17	Section 5
u. Renewal	Section 14	Item 17	Section 6
v. Post-termination obligations	Section 16	Item 17	Section 6
w. Non-competition covenants	Sections 8 and 16E	Item 17	Section 6
x. Dispute resolution	No obligation imposed	No obligation imposed	No obligation imposed
y. Personal Guaranty	Section 17I	Items 1, 17	Section 9

ITEM 10. FINANCING:

GPI does not offer direct or indirect financing. GPI does not guarantee your note, lease or obligations.

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

Except as listed below, GPI is not required to provide you with any assistance.

Before you open your business, GPI will:

1. Provide you with written specifications for all equipment, fixtures, and supplies necessary for the operation of a Godfather's Pizza restaurant. GPI does not sell these items to you except marketing materials, but provides you with the names of approved suppliers. (Franchise Agreement, Sections 2, 3B and 3C). See Item 8 of this disclosure document.
2. Though not required by the Franchise Agreement, GPI may assist you in selecting and obtaining a site and provide you information that GPI has about floor plans, building codes, utilities and other services. In evaluating a site, GPI considers population of the area, traffic count, accessibility, availability of utilities, zoning, costs, competition, availability of labor, economic conditions of the area, family income average, and proximity to major shopping and other commercial areas. Regardless of whether GPI assists you in selecting a site, GPI must approve your site before GPI will issue a Franchise Agreement to you. (Area Agreement, Section 2b; Franchise Agreement, Section 2). There is no time limit for GPI to approve your site. GPI will not permit you to operate a Godfather's Pizza location at a site GPI has not approved. As described in more detail in Item 5 of this disclosure document, you must pay GPI a deposit of \$3,000 when you submit a site for approval. This deposit will either be refunded to you, applied to your initial franchise fee for the location or retained by GPI, depending on whether the site is approved and when you open the location.
3. Though not required by the Franchise Agreement, GPI may provide you with information GPI has regarding financing.
4. Assist you in implementing the procedures for operating a Godfather's Pizza location. (Franchise Agreement, Section 3B).
5. Not more than 60 days before you open your Godfather's Pizza location, GPI will provide one of the following training programs, depending on the type of location you will operate. Before beginning one of these training programs, trainees must complete approximately six hours of online training for the quick service restaurant program and approximately eight hours of online training for the full service restaurant program.

TRAINING PROGRAM

SUBJECT	HOURS OF CLASSROOM TRAINING	HOURS OF ON THE JOB TRAINING	LOCATION
5 Day Quick Service Restaurant Operations, Owner/Operator Functions	Approximately 21 hours	Approximately 21 hours	Omaha, Nebraska
10 Day Full Service Restaurant Operations, Owner/Operator Functions	Approximately 45 hours	Approximately 54 hours	Omaha, Nebraska

GPI may, in its sole discretion, charge you a training fee of \$500 for each individual you send to training for a traditional location, including a delivery/carryout location, and \$250 for each individual you send to training for a non-traditional location. In addition, you must pay the travel and living expenses for you and your employees. Most of this training occurs in Omaha, Nebraska, the location of GPI's corporate headquarters. GPI may designate a company-operated or franchised location in another city as a training site.

GPI's principal trainer for full service and quick service restaurant operations is Nadine Hoffman. Ms. Hoffman has six years of operations experience and 5½ years of training experience with GPI.

If you hire one of GPI's trainers prior to opening your Godfather's Pizza location or during a one year period following the opening date, you will be required to pay to GPI a recruiting fee determined by GPI based on a percentage of the salary the trainer is earning from GPI at that time, not to exceed 30% of the trainer's salary. You must pay this amount to GPI within ten (10) days after GPI notifies Franchisee in writing of this amount.

Under the Area Agreement (Paragraph 2c), GPI requires anyone who will supervise more than one location to complete the training program to GPI's satisfaction. The Franchise Agreement (Section 3A) requires you or an owner of a franchise that is an entity, and allows GPI to require your location managers or multi-unit supervisors, to complete the training program to GPI's satisfaction. At the successful completion of training GPI provides a certification of completion to each trainee. Additional training may be provided to a trainee if necessary to enable the trainee to successfully complete this training. GPI does not permit a location to open until all persons required to be trained have completed the training program. Section 3A of the Franchise Agreement allows GPI to require you and previously trained managers and multi-unit supervisors to complete periodic refresher training courses at locations designated by GPI. GPI may charge a fee for these refresher courses and for training new location managers and multi-unit supervisors at per diem rates established from time-to-time by GPI. As further described below, GPI may require your accounting and marketing personnel to attend certain training programs related to the payment of franchise fees to GPI and the implementation of marketing programs.

During the operation of the franchised business, GPI will:

1. Provide guidance to you in the form of written materials, telephone conversations, emails and other forms of electronic communications, meetings at GPI's offices or consultations at the location to provide advice to you and your key employees. (Franchise Agreement, Section 3B).
2. Provide you with a written report showing any areas in which your location fails to comply with GPI's specifications. You must promptly take action to correct these failures. GPI will, at your expense and upon your request, provide advice at your location (in addition to the visits described in the previous paragraph). GPI will provide this service by telephone without additional charge to you. (Franchise Agreement, Sections 3B and 12A).
3. Loan you a copy of GPI's Operations Manual that contains mandatory and suggested standards and procedures. This manual is confidential and remains GPI's property. GPI will modify this manual, but the modifications will not alter your status and rights under the Franchise Agreement. (Franchise Agreement, Section 3C). The tables of contents for these manuals are attached as Exhibit "D" to the disclosure document. The Full Service Restaurant Operations Manual has 287 pages including the front cover; the Quick Service Restaurant Operations Manual has 210 pages including the front cover.
4. GPI may provide periodic refresher training courses for you, your managers and multi-unit supervisors at training locations determined by GPI and may agree to train your newly hired managers and multi-unit supervisors. GPI may also require that certain of your accounting and marketing personnel attend teleconferences or other forms of training regarding GPI's current procedures for the payment of franchise fees and the implementation of marketing programs. GPI will have the right from time-to-time during the term of the Franchise Agreement to determine the amount of any training fees to be charged for the refresher courses and other training described in this paragraph.

GPI normally holds up to two regional roundtable meetings per year for traditional franchise owner/operators and up to two regional roundtable meetings per year for non-traditional franchise owner/operators which all franchisees are invited to attend, either in person or by video conference. At these roundtable meetings GPI personnel and franchisees discuss operations, marketing and other franchise related topics. There is no charge to franchisees to attend these meetings, but you may have to pay travel and living expenses for you and the persons who attend with you.

GPI or third party vendors designated by GPI provide advertising materials and services to you. (Franchise Agreement, Section 10A). These materials and services include copies of television and radio commercials, cover designs for print advertising materials and promotional kits that include banners, posters and related material for use within your location. You must pay duplication and development costs for CDs, DVDs or digital links of television commercials and CDs or digital links of radio commercials. You must pay an amount about equal to our cost for the promotional kits. Most recent promotional kits have cost about \$250 per location for non-traditional locations and \$350 per location for full service and delivery/carry-out locations. GPI's in-house marketing and production personnel produce the television and radio commercials and promotional kits, with assistance from regional marketing and promotional agencies.

You may develop advertising material for your own use, at your own cost. GPI has the right to approve these advertising materials before you use them. GPI's franchisees place advertising locally. Local advertising agencies hired by individual franchisees or advertising cooperatives often place this advertising. GPI does not have an advertising council composed of franchisees that advises GPI on advertising policies.

We have not established a formal Advertising Fund (the "Fund") for advertising, marketing, and public relations programs and materials we deem appropriate, but we reserve the right to do so. (Franchise Agreement, Section 10B). If we establish the Fund, you must contribute to the Fund the amounts that we periodically require. (See Item 6). Godfather's Pizza locations that we operate will contribute to the Fund on the same basis as franchisees. We have the right to collect for deposit into the Fund any advertising, marketing, or similar allowances paid to us by suppliers who deal with Godfather's Pizza locations and with whom we have agreed that we will so deposit these allowances.

If we establish the Fund, we will direct all programs that the Fund finances, with sole control over the creative concepts, materials, and endorsements used and their geographic, market, and media placement and allocation. The Fund may pay for preparing and producing video, audio, and written materials and electronic media; developing, implementing, and maintaining an electronic commerce website and/or related strategies; administering regional and multi-regional marketing and advertising programs, including purchasing trade journal, direct mail, and other media advertising; using advertising, promotion, and marketing agencies and other advisors to provide assistance; and supporting public relations, market research, and other advertising, promotion, and marketing activities. The Fund may advertise locally, regionally, and/or nationally in printed materials, on radio or television, and/or on the Internet, whatever we think best. The Fund periodically will give you samples of advertising, marketing, and promotional formats and materials at no cost. We will sell you multiple copies of these materials at costs approximating our direct cost of producing them, plus any related shipping, handling, and storage charges.

We will account for the Fund separately from our other funds and not use the Fund for our general operating expenses. However, we may use the Fund to pay the reasonable salaries and benefits of personnel who manage and administer the Fund, the Fund's other administrative costs, travel expenses of personnel while they are on Fund business, meeting costs, overhead relating to Fund business, and other expenses that we incur in activities reasonably related to administering or directing the Fund and its programs, including conducting market research; public relations; preparing advertising, promotion, and marketing materials; and collecting and accounting for Fund contributions.

The Fund will not be our asset. The Fund also will not be a trust. We will hold all Fund contributions for the benefit of the contributors and use contributions only for their permitted purposes (described above). We will have no fiduciary obligation to you for administering the Fund. The Fund may spend in any fiscal year more or less than the total Fund contributions in that year, borrow from us or others (paying reasonable interest) to cover deficits, or invest any surplus for future use. We will not use Fund contributions for advertising that principally is a solicitation for the sale of franchises. We will prepare an annual, unaudited statement of Fund collections and expenses and give it to you on written request. We may incorporate the Fund or

operate it through a separate entity when we think best. The successor entity will have all of the rights and duties described here.

If established, the Fund will be intended to maximize recognition of the Marks and patronage of Godfather's Pizza locations. Although we will try to use the Fund to develop advertising and marketing materials and programs, and to place advertising and marketing, that will benefit all Godfather's Pizza locations, we need not ensure that Fund expenditures in or affecting any geographic area are proportionate or equivalent to Fund contributions by Godfather's Pizza locations operating in that geographic area or that any Godfather's Pizza locations benefits directly or in proportion to its Fund contributions from the development of advertising and marketing materials or the placement of advertising. We may use collection agents and institute legal proceedings to collect Fund contributions at the Fund's expense. We also may forgive, waive, settle, and compromise all claims by or against the Fund. We assume no other direct or indirect liability or obligation to you for collecting amounts due to, maintaining, directing, or administering the Fund.

We may at any time defer or reduce a franchisee's Fund contributions and, upon 30 days prior written notice to you, reduce or suspend Fund contributions and operations for one or more periods of any length and terminate (and, if terminated, reinstate) the Fund. If we terminate the Fund, we will use the remaining amounts in the Fund to defray costs associated with the advertising programs and overhead costs, as described above.

The Franchise Agreement requires you to spend five percent (5%) of your sales on advertising Godfather's Pizza products and your business. (Franchise Agreement, Section 10A). If you buy an existing company-operated location, or develop new locations in markets where GPI has company-operated locations, you normally must participate in cooperative advertising with the company-operated and franchised locations in that market area. In some cases this cooperative advertising may require you to spend more than five percent of your sales on advertising and promotion, depending on the nature and extent of the cooperative advertising and the sales volume of your restaurant. (Franchise Agreement, Section 10A).

GPI will define the area and membership in a cooperative, based on the area reached by television and radio stations in the market. You will pay a pro rata share of the cost of advertising and promotion in the market. Your share depends on the number of locations or net sales you have in the market as a percentage of the total locations or net sales in the market. Your pro rata share will be determined in the same way as that of all other franchisees located in the advertising cooperative. GPI will contribute to the cooperative at the same rate as franchisees contribute. GPI may reduce your contribution to the cooperative, or that of GPI or other franchisees, if you, GPI or another franchisee have locations in parts of the market where all households do not receive the media outlets that run the advertising. GPI is responsible for administration of the cooperative. The cooperative will not always have written documents that govern its operation. GPI will describe your requirement to participate in the cooperative in an exhibit to the Franchise Agreement. The cooperatives do not have to prepare annual or periodic financial statements. GPI has the power to decide if GPI will form, change, dissolve or merge cooperatives. GPI will establish cooperatives only in markets where GPI operates locations. Other than the advertising cooperatives described in this paragraph and the preceding paragraph, you are not required to participate in any other advertising fund unless we establish the Fund described in this Item 11.

Franchisees typically open their restaurants within four to six months after they sign an Area Agreement or after they decide to open an individual restaurant. The factors that affect this time are the ability to obtain a lease, financing or building permits, zoning and local ordinances, weather conditions, shortages, and delayed installation of equipment, fixtures and signs.

GPI does not require that you buy or use an electronic cash register at this time but reserves the right to do so in the future. GPI does not require you to use a specified computer system, but you must use a computer in the operation of your business which: (1) has the amount of memory specified from time-to-time by GPI; (2) has internet access with such capabilities as GPI may require; (3) has the ability to operate all software programs that GPI requires; (4) will enable you to offer on-line ordering or similar forms of customer ordering as required by GPI; and (5) has such other capabilities and features as GPI may require to generate information regarding sales, franchise fees, marketing information, customer counts and related customer information. We estimate that you can purchase a computer for use in the operation of your business for approximately \$1,500 or lease this computer under a three year lease for approximately \$1,750.

Neither GPI, nor any affiliate or third party has any obligation to provide ongoing maintenance, repairs, upgrades or updates for your computer system. GPI may require you to upgrade or update your computer system during the term of the Franchise Agreement, and there are no limitations in the Franchise Agreement or other agreement on the frequency or cost of your obligation to upgrade or update. GPI has independent access to the information that will be generated or stored in some electronic cash register or computer systems. This information includes sales, transactions, pricing and labor related information. There are no contractual limitations on GPI's right to access the information. You must also comply with all requirements specified by GPI for the use of Technology Sites. As defined in the Franchise Agreement, the term "Technology Sites" includes a website, social networking site or other means of promoting your business on the internet, the worldwide web or other means of technology, whether now available or developed in the future.

It is GPI's policy and practice to monitor any websites and social media sites developed or used by franchisees to ensure that links used by franchisees from their websites do not negatively reflect on the trademarks of GPI. Any offers, coupons or other discounts you offer by means of the internet must be approved in advance by GPI and limited to specific locations you operate. It is also GPI's policy to require you to submit to GPI for approval any email marketing plans you intend to use.

ITEM 12. TERRITORY:

You will operate your Godfather's Pizza unit at a specific location that we first must approve. You may operate the location only at the approved premises and may not relocate the premises without our prior approval.

Except as described in the last paragraph of this Item 12, you will not receive an exclusive territory for any single traditional or non-traditional location that you develop and operate. You may face competition from other Godfather's Pizza locations that we franchise or own and that operate at traditional or non-traditional units located near your Godfather's Pizza location. Also, you may face competition from other outlets operating under different brands that we franchise or own, or from other channels of distribution or competitive brands we control. As more fully

described in Item 5 of this disclosure document, if you sign an Area Agreement you receive the exclusive right to develop a specified number of locations within a designated geographic area during the term specified in the Area Agreement.

We retain all rights with respect to the Godfather's Pizza trademarks described in this disclosure document (the "Marks"), the sale of similar or dissimilar products and services, and any other activities we deem appropriate, including, but not limited to:

1. the right to provide, offer and sell, and to grant others the right to provide, offer and sell, goods and services that are identical or similar to and/or competitive with those provided at Godfather's Pizza locations, whether identified by the Marks or other trademarks or service marks, through dissimilar channels of distribution (including grocery stores, the internet or similar electronic media) from any location and on any terms and conditions we deem appropriate;
2. the right to establish and operate, and to grant to others the right to establish and operate, businesses offering dissimilar products and services, from any location, including dissimilar channels of distribution (including grocery stores, the internet or similar electronic media), under the Marks and on any terms and conditions we deem appropriate;
3. the right to operate, and to grant others the right to operate, Godfather's Pizza locations located anywhere outside your location, including at non-traditional locations, under terms and conditions we deem appropriate and regardless of proximity to your location;
4. the right to acquire the assets or ownership interests of one or more businesses providing products and services similar to those provided at Godfather's Pizza locations, and franchising, licensing or creating similar arrangements with respect to these businesses once acquired, wherever these businesses (or the franchisees or licensees of these businesses) are located or operating; and
5. the right to be acquired (whether through acquisition of assets, ownership interests or otherwise, regardless of the form of transaction) by a business providing products and services similar to those provided at Godfather's Pizza locations, or by another business, even if such business operates, franchises and/or licenses competitive businesses in your territory.

We are not required to pay you if we exercise any of the rights specified above regardless of proximity to your location.

We do not restrict you from soliciting or accepting orders from outside your location, except that you may not solicit delivery orders from destinations located more than an eight (8) minute drive time from your location.

GPI also grants franchises for the Godfather's Pizza QP concept. GPI anticipates that all of the locations under Godfather's Pizza QP concept will be franchised. GPI will resolve any conflicts between GPI and its franchisees or between the franchisee of each system regarding territory, customers and franchise support by negotiations between GPI and the affected franchisee.

At your request GPI will consider granting you a right of first refusal to develop additional Godfather's Pizza locations in areas near your location. GPI will base its decision on GPI's perception of your financial and operational ability to operate additional locations.

While GPI normally will not provide you with an exclusive territory, we may in very limited situations provide you with an exclusive territory. These limited situations in which GPI may provide an exclusive territory will normally involve a prospective franchisee who wants to open in a highly visible location or area where GPI desires to have a presence, but the franchisee is unwilling to do so without the grant of an exclusive territory. If we do so, we will describe your territory in your Franchise Agreement before you sign it. We will determine the size and boundaries of your territory in our discretion, based on factors such as population density, character of neighborhood, location and number of competing businesses and other factors. Your territory may be defined by: (1) one or more five-digit ZIP Codes, (2) county or city boundaries, (3) fixed geographical boundaries such as rivers, streets or highways, or (4) an area identified by a map. When determining the territory, we generally use demographic statistics provided by the U.S. Census Bureau.

ITEM 13. TRADEMARKS:

GPI grants you the right to operate a retail location selling pizza and related products under the name Godfather's Pizza. You may also use GPI's other current or future trademarks to operate your location. By trademark GPI means trade names, trademarks, service marks and logos used to identify your location and the products sold from your location. GPI registered the trademark of a hand holding a pizza shown below on the United States Patent and Trademark Office ("USPTO") principal register on March 13, 1979, at registration number 1,114,984 and on August 2, 2005 at registration number 2,980,618.



GPI also has registered the trademark "Godfather's Pizza" on the USPTO principal register on September 19, 2000 at registration number 2,386,870 and on the principal register on October 31, 2000 at registration number 2,398,968. GPI has filed all required affidavits for the trademarks described above, and has renewed each of the trademarks for which renewal was required within the time provided for such renewals.

You must follow GPI's rules when you use these Marks. You cannot use a name or mark with modifying words, designs or symbols except for those which GPI licenses to you. You cannot use GPI's registered trademarks in the sale of an unauthorized product or service or in a manner not authorized in writing by GPI.

There are no currently effective material determinations of the USPTO, the Trademark Trial and Appeal Board, the trademark administrator of any state, or any court, and no pending infringement, opposition, or cancellation proceedings or material litigation, involving GPI's use or ownership rights in any trademarks, or any currently effective agreements that significantly limit GPI's rights to use or license any of its trademarks, nor does GPI know of any infringing uses that could materially affect your use of GPI's trademarks.

Section 4D of the Franchise Agreement permits GPI, in its sole discretion, to modify or discontinue the use of any trademark, and to use one or more additional or substitute trademarks. You must comply, at your sole cost, with GPI's directions to modify or otherwise discontinue use of a trademark within a reasonable time after notification by GPI. GPI will not reimburse you for your direct expenses of changing the signs at your location, for any loss of revenue due to any modified or discontinued trademark, or for your expenses of promoting a modified or substitute trademark or service mark.

We will reimburse you for all damages and expenses that you incur in any trademark infringement or unfair competition proceeding disputing your authorized use of any trademark under the Franchise Agreement if you have timely notified us of, and comply with our directions in responding to, the proceeding. At our option, we may defend and control the defense of any proceeding arising from your use of any trademark.

ITEM 14. PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION:

You do not have the right to use an item covered by a patent or copyright, but you can use the proprietary information in GPI's Operations Manuals. GPI owns no rights to any patents and has no pending patent applications that are material to the franchise. Item 11 describes the Operations Manuals. GPI has not filed an application for copyright registration for the Operations Manuals, but GPI owns all rights to the copyright for these manuals, and this information is proprietary. Item 11 describes limitations on the use of all of these manuals by you and your employees. You may use these manuals in the operation of your Godfather's Pizza location on the condition that you not use the information contained in such manuals for any other business, that you not disclose this information to any third party and that you return these manuals to GPI upon the termination or expiration of the Franchise Agreement.

There currently are no effective adverse determinations of the USPTO, the Copyright Office (Library of Congress), or any court regarding the copyrighted materials. No agreement limits our right to use or allow others to use the copyrighted materials. We do not actually know of any infringing uses of our copyrights that could materially affect your use of the copyrighted materials in any state.

We need not protect or defend copyrights, although we intend to do so if in the system's best interests. We may control any action we choose to bring, even if you voluntarily bring the matter to our attention. We need not participate in your defense and/or indemnify you for damages or expenses in a proceeding involving a copyright. You do not have any rights under the Franchise Agreement if we require you to modify or discontinue using the subject matter covered by a copyright.

Our Operations Manuals and other materials contain our confidential information (some of which constitutes trade secrets under applicable law). This information includes site selection criteria; recipes for certain food products; training and operations materials; methods, formats, specifications, standards, systems, procedures, food preparation techniques, sales and marketing techniques, knowledge and experience used in developing and operating Godfather's Pizza locations; marketing and advertising programs for Godfather's Pizza locations; any computer software or similar technology that is proprietary to us or the system; knowledge of

specifications for and suppliers of products and supplies; knowledge of the operating results and financial performance of Godfather's Pizza locations other than your location; and graphic designs and related intellectual property.

You may not use our confidential information in an unauthorized manner. You must take reasonable steps to prevent improper disclosure to others and use non-disclosure and non-competition agreements with those having access.

ITEM 15. OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS:

GPI normally requires that the owner of the franchised business have a minimum of one (1) year managerial experience within the restaurant or food service industries. GPI encourages you to be actively involved in the day-to-day operation of the business. GPI does not require that you personally supervise the franchised business. However, you must have your business directly supervised "on-premises" by a manager. GPI may require this manager to complete GPI's training program described in Item 11. The manager need not have an ownership interest in a corporate, limited liability company or partnership franchisee.

All owners of an interest in a Franchise Agreement or Area Agreement, including the owners of interests in a corporation, limited liability company, partnership or other entity that is the franchisee, must sign a personal guaranty. An owner's spouse is not required to sign a personal guaranty unless he or she also is an owner of an interest in the Franchise Agreement or Area Agreement. Exhibit "A" of the Franchise Agreement and Exhibit "C-1" of the Area Agreement contain the forms of these guaranties. The signers of this guaranty agree to pay all amounts owed by the franchisee to GPI, carry out the franchisee's other obligations to GPI, and observe the confidentiality requirements referred to in the guaranty. GPI may waive the guaranty requirement, in its sole discretion, for very large and well capitalized franchisees.

ITEM 16. RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL:

GPI requires you to sell Godfather's Pizza products from your location only. You must prepare these products according to GPI's specifications. You must buy the ingredients you use in preparing Godfather's Pizza products from distributors approved by GPI. (See Item 8).

GPI does not require that you sell every Godfather's Pizza product, but GPI may require you to sell certain products in the future. There are no limits on GPI's right to make these changes. GPI may permit you to sell Godfather's Pizza products at wholesale to convenience stores or other retailers. GPI will put the conditions for these sales in an exhibit to the Franchise Agreement. GPI reserves the right to withhold its consent to sell products at the wholesale level.

GPI will permit you to deliver pizza and soft drinks from your location, if you comply with the other provisions of the Franchise Agreement. GPI does not permit you to solicit delivery orders from customers who do not live within an eight (8) minute drive from your location. You may offer buffet services in your location only under the terms and conditions described in the Operations Manual and in other written communications from GPI.

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.

FRANCHISE AGREEMENT

	PROVISION	SECTION IN FRANCHISE AGREEMENT	SUMMARY
a.	Length of the franchise term	Section 1C	Term is 5 years from the date set forth in Franchise Agreement.
b.	Renewal or extension of the term	Section 14A	If you are in good standing, you can extend the term only for one additional term of 5 years.
c.	Requirements for you to renew or extend	Sections 14A, 14B and 14C	Give GPI written notice not less than 180 days or more than 240 days before term ends and sign new Franchise Agreement, a release (if law allows) and other documents GPI uses to grant franchises; pay renewal fee of \$2,000; maintain premises of location and refurbish the location as required by GPI; relocate the location if you cannot retain the location or GPI believes it should be relocated. If you seek to renew your franchise at the expiration of the initial term or any renewal term, you may be asked to sign a new Franchise Agreement that contains terms and conditions materially different from those in your previous Franchise Agreement, such as different fee requirements and territorial rights.
d.	Termination by you	Section 15A	You can terminate if GPI has uncured default.
e.	Termination by GPI without cause	NONE	N/A
f.	Termination by GPI with cause	Section 15B	GPI can terminate only if you default.
g.	"Cause" defined- curable defaults	Section 15B	You have 3 days to cure violations of health, sanitation or safety laws; 5 days to cure defaults related to use of the Marks, failure to provide

	PROVISION	SECTION IN FRANCHISE AGREEMENT	SUMMARY
			insurance certificates in a timely manner or failure to follow GPI's standards and specifications for quality of food and beverage products. You have 10 days to cure failure to pay initial franchise fee within 5 days after opening or to report sales and pay amounts owed to GPI when due. You have 30 days to cure other curable defaults. If you commit a second curable default of any kind, GPI may require you to sign its then current form of Franchise Agreement as a condition for curing that default.
h.	"Cause" defined- non curable defaults	Section 15B	Abandonment of location, termination of lease, material misrepresentation in franchise application, conviction of certain crimes, unauthorized transfers of franchise or ownership of franchisee, failure to pay all required taxes in a timely manner, unauthorized use or disclosure of confidential information, failure 3 or more times to submit reports and pay amounts to GPI when due or other failure to comply with Franchise Agreement, even if cured, and violation of anti-terrorism laws described in Franchise Agreement.
i.	Your obligations on termination/non- renewal	Section 16	Obligations include stop operating as Godfather's Pizza location, assign lease for the location (other than a non-traditional location) to GPI, completely de-identify, submit all reports, pay all amounts owed GPI, change phone number, websites and social networking sites or permit GPI to assume operation of such sites, and notify GPI of compliance with these obligations.
j.	Assignment of contract by GPI	Section 13A	GPI can assign to anyone who assumes GPI's obligations under the Franchise Agreement.
k.	"Transfer" by you-definition	Section 13B	Includes transfer of contract or assets or ownership change.
l.	GPI's approval of transfer by you	Section 13C	GPI has the right to approve all transfers but may not unreasonably withhold approval if conditions in Franchise Agreement met. The

	PROVISION	SECTION IN FRANCHISE AGREEMENT	SUMMARY
			proposed transferee must sign a new Franchise Agreement if required by GPI.
m.	Conditions for GPI approval of transfer	Section 13C	(a) Transferee has sufficient experience, aptitude and financial resources; (b) Transferee must sign then current form of Franchise Agreement as required by GPI; (c) you must pay or transferee must provide adequate assurance that all amounts owed by you to GPI will be paid; (d) you must submit all required reports; (e) transferee must complete training; (f) you must return manuals to GPI; (g) lessor of location must consent; (h) you must subordinate right to receive payment for amounts you finance for transferee to GPI's right to receive payments from transferee under Franchise Agreement; (i) you or transferee must pay \$3,000 transfer fee; (j) you must execute release to GPI where permitted by law; (k) GPI must approve material terms of transfer; (l) you must agree to 2 year non-compete.
n.	GPI's right of first refusal to acquire your business	Section 13E	GPI can match any offer for your business.
o.	GPI's option to purchase your business	Section 16D	If you default, GPI can acquire the right to lease your location (other than a non-traditional location) to operate or franchise a Godfather's Pizza location.
p.	Your death or disability	Section 13B	The transfer of an interest in the franchisee, the Franchise Agreement, the franchise or the location following death or disability is treated as a transfer subject to the terms of Section 13 of the Franchise Agreement.
q.	Non-competition covenants during the term of the franchise	Section 8	No business anywhere by franchisee, its owners or members of franchisee's management team, or their immediate families, offering pizza or other products similar to those offered by Godfather's Pizza locations.
r.	Non-competition covenants after	Section 16E	No competing business for two years by franchisee, its owners or members of

	PROVISION	SECTION IN FRANCHISE AGREEMENT	SUMMARY
	the franchise is terminated or expires		franchisee's management team, or their immediate families, within 10 miles of a franchised or company-operated Godfather's Pizza location.
s.	Modification of the agreement	Section 17G	Written modifications allowed by agreement of you and GPI.
t.	Integration/merger clause	Section 17H	Only the terms of the Franchise Agreement are binding (subject to state law). Any other promises may not be enforceable.
u.	Dispute resolution by arbitration or mediation	NONE	N/A
v.	Choice of forum	Section 17F	We may commence actions in Nebraska state or federal courts. You agree to submit to jurisdiction of these courts, but they are not the exclusive forums for litigation.
w.	Choice of law	Section 17F	Federal law or law of state of your location applies to certain matters; in all other matters Nebraska law applies.

AREA AGREEMENT

	PROVISION	SECTION IN AREA AGREEMENT	SUMMARY
a.	Length of the franchise term	Paragraph 6a	Terminates at the end of the development schedule in the Area Agreement, unless GPI agrees in its sole discretion to extend or modify the development schedule.
b.	Renewal or extension of the term	Paragraph 6c	As agreed by you and GPI.
c.	Requirements for you to renew or extend	Paragraph 6c	Agree in writing with GPI.

	PROVISION	SECTION IN AREA AGREEMENT	SUMMARY
d.	Termination by you	None	N/A
e.	Termination by GPI without cause	None	N/A
f.	Termination by GPI with cause	Paragraph 6b	GPI can terminate only if you default.
g.	"Cause" defined-curable defaults	Paragraph 6b	You have 30 days to cure defaults.
h.	"Cause" defined-non-curable defaults	Paragraphs 6a and 6b	All defaults can be cured except failure to complete development or defaults under the Franchise Agreement which cannot be cured and are defaults under the Area Agreement.
i.	Your obligations on termination/non-renewal	Paragraph 6d	You can operate restaurants in development area, but GPI can permit other development.
j.	Assignment of contract by GPI	Paragraph 5a	GPI can assign to anyone who assumes GPI's obligations under Agreement.
k.	"Transfer" by you-definition	Paragraph 5b	Includes transfer of assets or contract or ownership change.
l.	GPI's approval of transfer by you	Paragraph 5b	GPI has right to approve all transfers but may not unreasonably withhold approval.
m.	Conditions for GPI approval of transfer	None, but see policy described in Note 1	N/A
n.	GPI's right of first refusal to acquire your business	Paragraph 5b(3)	GPI can match any offer for your business.
o.	GPI's option to purchase your business	None	N/A
p.	Your death or	None	N/A

	PROVISION	SECTION IN AREA AGREEMENT	SUMMARY
	disability		
q.	Non-competition covenants during the term of the franchise	None	N/A
r.	Non-competition covenants after the franchise is terminated or expires	None	N/A
s.	Modification of the agreement	Paragraph 6b, 8b	GPI can modify development area or schedule if you default; you and GPI can agree to other modifications any time.
t.	Integration/merger clause	Paragraph 9b	Only terms of Area Agreement are binding (subject to state law). Any other promises may not be enforceable.
u.	Dispute resolution by arbitration or mediation	None	N/A
v.	Choice of forum	None	N/A
w.	Choice of law	Paragraph 1h	Federal law or law of state of development area applies to certain matters; Nebraska law applies to all other matters.

Note 1- GPI normally requires new franchisees to have a net worth of at least \$200,000, a liquid net worth of at least \$100,000 and one year of restaurant operating experience. GPI will consider waiving the restaurant experience requirement for persons with substantial net worth. GPI will consider waiving the net worth requirement if the proposed franchisee has substantial restaurant operating experience, particularly in the Godfather's Pizza system. Area developers will normally be required to agree to develop at least three locations and will have higher net worth requirements, depending primarily on the number of locations they agree to develop.

Termination on Bankruptcy

A provision in your Franchise Agreement that terminates the franchise on your bankruptcy may not be enforceable under Title 11, United States Code Section 101 et seq.

Reinstatements and Extensions

If any termination or expiration of the term of the Franchise Agreement would violate any applicable law, we may reinstate or extend the term for the purpose of complying with the law.

These states have statutes which may supersede the Franchise Agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise: ARKANSAS [Stat. Section 4-72-201], CALIFORNIA [Bus. & Prof. Code Sections 20000-20043], CONNECTICUT [Gen. Stat. Section 42-133e et seq.], DELAWARE [Code, Title 6, Chapter 25], HAWAII [Rev. Stat. Section 482E-1], ILLINOIS [815 ILCS 705/19 and 705/20], INDIANA [Stat. Section 23-2-2.7], IOWA [Code Section 537A.10], MICHIGAN [Stat. Section 19.854(27)], MINNESOTA [Stat. Section 80C.14], MISSISSIPPI [Code Section 75-24-51], MISSOURI [Stat. Section 407.400], NEBRASKA [Rev. Stat. Section 87-401], NEW JERSEY [Stat. Section 56:10-1], SOUTH DAKOTA [Codified Laws Section 37-5B], VIRGINIA [Code 13.1-557-574-13.1-563], WASHINGTON [Code Section 19.100.180] and WISCONSIN [Stat. Section 135.03]. These and other states may have court decisions which may supersede the Franchise Agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

ITEM 18. PUBLIC FIGURES:

GPI does not use any public figure to promote its franchise.

ITEM 19. FINANCIAL PERFORMANCE REPRESENTATIONS:

The FTC's Franchise Rule permits a franchisor to provide information about the actual or potential financial performance of its franchised 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 be given only if: (1) a franchisor provides the actual records of an existing outlet you are considering buying; or (2) 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 company-owned or franchised outlets. We also do not authorize our employees or representatives to make such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to our management by contacting our Franchise Services Department, the Federal Trade Commission and any appropriate regulatory agencies.

ITEM 20. OUTLETS AND FRANCHISEE INFORMATION:**TABLE NO. 1****SYSTEMWIDE OUTLET SUMMARY FOR
YEARS 2015 TO 2017**

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2015	573	536	-37
	2016	536	434	-102
	2017	434	501	67
Company- Owned	2015	17	15	-2
	2016	15	14	-1
	2017	14	13	-1
Total Outlets	2015	590	551	-39
	2016	551	448	-103
	2017	448	514	66

TABLE NO. 2**TRANSFERS OF OUTLETS FROM FRANCHISEES TO
NEW OWNERS (OTHER THAN FRANCHISOR OR AN AFFILIATE)
FOR YEARS 2015 TO 2017**

State	Year	Number of Transfers
Alabama	2015	0
	2016	0
	2017	0
Arizona	2015	0
	2016	0
	2017	0

State	Year	Number of Transfers
California	2015	0
	2016	1
	2017	0
Illinois	2015	0
	2016	0
	2017	0
Indiana	2015	1
	2016	0
	2017	0
Iowa	2015	4
	2016	1
	2017	2
Kansas	2015	0
	2016	0
	2017	0
Kentucky	2015	27
	2016	0
	2017	1
Minnesota	2015	1
	2016	0
	2017	1
Mississippi	2015	0
	2016	0
	2017	0

State	Year	Number of Transfers
Missouri	2015	3
	2016	0
	2017	1
Nebraska	2015	0
	2016	1
	2017	1
Nevada	2015	0
	2016	0
	2017	0
North Carolina	2015	0
	2016	0
	2017	1
North Dakota	2015	0
	2016	0
	2017	0
Oklahoma	2015	0
	2016	0
	2017	1
Oregon	2015	0
	2016	0
	2017	0
Pennsylvania	2015	0
	2016	0
	2017	0

State	Year	Number of Transfers
South Dakota	2015	0
	2016	3
	2017	0
Tennessee	2015	3
	2016	2
	2017	0
Texas	2015	0
	2016	0
	2017	0
Utah	2015	0
	2016	0
	2017	0
Washington	2015	0
	2016	0
	2017	0
Wisconsin	2015	1
	2016	0
	2017	0
Wyoming	2015	0
	2016	1
	2017	0
West Virginia	2015	0
	2016	0
	2017	1

State	Year	Number of Transfers
Total	2015	40
	2016	9
	2017	9

TABLE NO. 3
STATUS OF FRANCHISED OUTLETS FOR YEARS 2015 TO 2017

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations- Other Reasons	Outlets at End of Year
Alabama	2015	6	0	1	0	0	0	5
	2016	5	0	0	0	0	0	5
	2017	5	1	0	0	0	0	6
Alaska	2015	2	0	1	0	0	0	1
	2016	1	0	0	0	0	0	1
	2017	1	0	0	0	0	0	1
Arkansas	2015	1	0	0	0	0	0	1
	2016	1	0	0	0	0	0	1
	2017	1	2	0	0	0	0	3
Arizona	2015	0	0	0	0	0	0	0
	2016	0	0	0	0	0	0	0
	2017	0	0	0	0	0	0	0
California	2015	4	0	1	0	0	0	3
	2016	3	0	0	0	0	0	3
	2017	3	0	0	0	0	0	3
Colorado	2015	1	0	0	0	0	0	1
	2016	1	1	0	0	0	0	2
	2017	2	7	1	0	0	0	8

State	Year	Outlets at Start of Year	Outlets Opened	Termin ations	Non- Renewals	Reacquired by Franchisor	Ceased Operations- Other Reasons	Outlets at End of Year
Florida	2015	98	0	22	0	0	0	76
	2016	76	0	72	0	0	0	4
	2017	4	0	1	0	0	0	3
Georgia	2015	4	0	0	0	0	0	4
	2016	4	1	0	0	0	0	5
	2017	5	2	2	0	0	0	5
Idaho	2015	0	0	0	0	0	0	0
	2016	0	0	0	0	0	0	0
	2017	0	0	0	0	0	0	0
Illinois	2015	32	2	1	0	0	0	33
	2016	33	1	2	0	0	0	32
	2017	32	1	0	0	0	0	33
Indiana	2015	18	0	0	0	0	0	18
	2016	18	1	0	0	0	0	19
	2017	19	2	1	0	0	0	20
Iowa	2015	104	4	13	0	0	0	95
	2016	95	4	2	0	0	0	97
	2017	97	6	7	0	0	0	96
Kansas	2015	2	0	0	0	0	0	2
	2016	2	0	0	0	0	0	2
	2017	2	12	0	0	0	0	14

State	Year	Outlets at Start of Year	Outlets Opened	Termin ations	Non- Renewals	Reacquired by Franchisor	Ceased Operations- Other Reasons	Outlets at End of Year
Kentucky	2015	46	0	1	0	0	0	45
	2016	45	7	0	0	0	0	52
	2017	52	8	3	0	0	0	57
Louisiana	2015	0	0	0	0	0	0	0
	2016	0	0	0	0	0	0	0
	2017	0	0	0	0	0	0	0
Massachusetts	2015	1	0	1	0	0	0	0
	2016	0	0	0	0	0	0	0
	2017	0	0	0	0	0	0	0
Michigan	2015	1	0	0	0	0	0	1
	2016	1	0	0	0	0	0	1
	2017	1	0	0	0	0	0	1
Minnesota	2015	31	2	5	0	0	0	28
	2016	28	0	4	0	0	0	24
	2017	24	0	3	0	0	0	21
Mississippi	2015	0	0	0	0	0	0	0
	2016	0	0	0	0	0	0	0
	2017	0	2	0	0	0	0	2
Missouri	2015	20	1	1	0	0	0	20
	2016	20	4	1	0	0	0	23
	2017	23	8	0	0	0	0	31

State	Year	Outlets at Start of Year	Outlets Opened	Termin ations	Non- Renewals	Reacquired by Franchisor	Ceased Operations- Other Reasons	Outlets at End of Year
Montana	2015	3	0	0	0	0	0	3
	2016	3	0	0	0	0	0	3
	2017	3	0	0	0	0	0	3
Nebraska	2015	43	1	2	0	0	0	42
	2016	42	0	2	0	0	0	40
	2017	40	3	2	0	0	0	41
Nevada	2015	2	0	0	0	0	0	2
	2016	2	0	0	0	0	0	2
	2017	2	0	0	0	0	0	2
New Hampshire	2015	2	0	0	0	0	0	2
	2016	2	0	2	0	0	0	0
	2017	0	0	0	0	0	0	0
New Jersey	2015	5	0	0	0	0	0	5
	2016	5	0	5	0	0	0	0
	2017	0	0	0	0	0	0	0
New Mexico	2015	3	1	0	0	0	0	4
	2016	4	0	0	0	0	0	4
	2017	4	1	0	0	0	0	5
New York	2015	22	0	0	0	0	0	22
	2016	22	0	22	0	0	0	0
	2017	0	0	0	0	0	0	0

State	Year	Outlets at Start of Year	Outlets Opened	Termin ations	Non- Renewals	Reacquired by Franchisor	Ceased Operations- Other Reasons	Outlets at End of Year
North Carolina	2015	4	0	0	0	0	0	4
	2016	4	0	0	0	0	0	4
	2017	4	0	0	0	0	0	4
North Dakota	2015	3	2	1	0	0	0	4
	2016	4	1	0	0	0	0	5
	2017	5	1	1	0	0	0	5
Ohio	2015	4	0	0	0	0	0	4
	2016	4	2	0	0	0	0	6
	2017	6	1	0	0	0	0	7
Oklahoma	2015	7	1	0	0	0	0	8
	2016	8	0	1	0	0	0	7
	2017	7	30	0	0	0	0	37
Oregon	2015	7	0	0	0	0	0	7
	2016	7	0	0	0	0	0	7
	2017	7	0	1	0	0	0	6
Pennsylvania	2015	2	0	0	0	0	0	2
	2016	2	0	2	0	0	0	0
	2017	0	0	0	0	0	0	0
Rhode Island	2015	0	0	0	0	0	0	0
	2016	0	0	0	0	0	0	0
	2017	0	0	0	0	0	0	0

State	Year	Outlets at Start of Year	Outlets Opened	Termin ations	Non- Renewals	Reacquired by Franchisor	Ceased Operations- Other Reasons	Outlets at End of Year
South Carolina	2015	8	0	1	0	0	0	7
	2016	7	0	6	0	0	0	1
	2017	1	0	0	0	0	0	1
South Dakota	2015	17	0	0	0	0	0	17
	2016	17	0	0	0	0	0	17
	2017	17	1	1	0	0	0	17
Tennessee	2015	16	4	1	0	0	0	19
	2016	19	0	0	0	0	0	19
	2017	19	5	1	0	0	0	23
Texas	2015	12	1	1	0	0	0	12
	2016	12	1	1	0	0	0	12
	2017	12	6	0	0	0	0	18
Utah	2015	1	0	0	0	0	0	1
	2016	1	0	0	0	0	0	1
	2017	1	1	0	0	0	0	2
Virginia	2015	4	0	0	0	0	0	4
	2016	4	0	0	0	0	0	4
	2017	4	0	0	0	0	0	4
Washington	2015	7	0	2	0	0	0	5
	2016	5	0	2	0	0	0	3
	2017	3	0	0	0	0	0	3

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations-Other Reasons	Outlets at End of Year
West Virginia	2015	17	0	0	0	0	0	17
	2016	17	0	0	0	0	0	17
	2017	17	0	1	0	0	0	16
Wisconsin	2015	11	0	1	0	0	0	10
	2016	10	0	0	0	0	0	10
	2017	10	0	7	0	0	0	3
Wyoming	2015	2	0	0	0	0	0	2
	2016	2	0	1	0	0	0	1
	2017	1	0	0	0	0	0	1
Totals	2015	573	19	56	0	0	0	536
	2016	536	23	125	0	0	0	434
	2017	434	100	33	0	0	0	501

TABLE NO. 4
STATUS OF COMPANY-OWNED OUTLETS
FOR YEARS 2015 TO 2017

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of Year
Illinois	2015	1	0	0	0	1	0
	2016	0	0	0	0	0	0
	2017	0	0	0	0	0	0
Iowa	2015	3	0	0	1	0	2
	2016	2	1	0	0	0	3
	2017	3	0	0	1	0	2

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of Year
Kansas	2015	4	0	0	0	0	4
	2016	4	0	1	0	0	3
	2017	3	0	0	0	0	3
Minnesota	2015	1	0	0	0	0	1
	2016	1	0	0	0	0	1
	2017	1	0	0	0	0	1
Missouri	2015	0	0	0	0	0	0
	2016	0	0	0	0	0	0
	2017	0	0	0	0	0	0
Nebraska	2015	7	0	0	0	0	7
	2016	7	1	2	0	0	6
	2017	6	0	0	0	0	6
South Dakota	2015	1	0	0	0	0	1
	2016	1	0	0	0	0	1
	2017	1	0	0	0	0	1
Totals	2015	17	0	0	1	1	15
	2016	15	2	3	0	0	14
	2017	14	0	0	1	0	13

The information in Tables 1-4 above are for GPI's fiscal years, which end on the last Sunday in May.

TABLE NO. 5
PROJECTED OPENINGS AS OF JUNE 1, 2017

State	Franchise Agreements Signed But Outlets Not Opened	Projected New Franchised Outlet in the Next Fiscal Year	Projected New Company- Owned Outlet in the Next Fiscal Year
Arizona	0	4	0
Arkansas	0	5	0
California	0	0	0
Colorado	1	4	0
District of Columbia	0	0	0
Florida	0	4	0
Georgia	0	3	0
Illinois	0	0	0
Indiana	0	0	0
Iowa	0	0	0
Kansas	0	5	0
Kentucky	0	5	0
Massachusetts	0	0	0
Minnesota	0	0	0
Mississippi	0	0	0
Missouri	0	2	0
Nebraska	0	1	0
Nevada	0	0	0
New Hampshire	0	0	0
New Jersey	0	0	0

State	Franchise Agreements Signed But Outlets Not Opened	Projected New Franchised Outlet in the Next Fiscal Year	Projected New Company-Owned Outlet in the Next Fiscal Year
New Mexico	0	0	0
New York	0	0	0
North Carolina	0	2	0
North Dakota	0	2	0
Ohio	0	1	0
Oklahoma	0	8	0
Pennsylvania	0	0	0
Rhode Island	0	0	0
South Carolina	0	0	0
South Dakota	0	0	1
Tennessee	0	0	0
Texas	1	3	0
Utah	0	0	0
Virginia	0	0	0
Washington	0	0	0
West Virginia	0	0	0
Wisconsin	0	0	0
TOTAL	2	49	1

Exhibit "E-1" lists the names of all of our operating franchisees and the addresses of their locations and their telephone numbers as of June 14, 2017. Exhibit "E-2" lists the franchisees who have signed Franchise Agreements for locations which were not yet operational as of July 31, 2017. Exhibit "E-3" lists the name, city and state, and business telephone number (or, if unknown, the last known home telephone number) of every franchisee who had an outlet terminated, cancelled, 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

issuance 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.

During the last three (3) fiscal years, we have not signed any confidentiality clauses with current or former franchisees which would restrict them from speaking openly with you about their experience with us.

The Godfather's Pizza Franchise Advisory Council is sponsored by us, but a majority of its members are elected by franchisees. You can reach the organization at 2808 North 108th Street, Omaha, Nebraska 68164, (402) 391-1452. There are no independent franchisee organizations that have asked to be included in this disclosure document.

ITEM 21. FINANCIAL STATEMENTS:

Exhibit "C" contains the following audited financial statements of GPI:

1. Consolidated Balance Sheets as of May 28, 2017 and May 29, 2016. Statements of Operations, Shareholders' Equity and Cash Flows for the fiscal year ended May 28, 2017 and the fiscal year ended May 29, 2016.
2. Consolidated Balance Sheets as of May 29, 2016 and May 31, 2015. Statements of Operations, Shareholders' Equity and Cash Flows for the fiscal year ended May 29, 2016 and the fiscal year ended May 31, 2015.

ITEM 22. CONTRACTS:

The following documents are exhibits to this disclosure document:

1. A Franchise Agreement, which is referred to in this disclosure document. Exhibit "B-1".
2. An Agreement for Area Development, which is the Area Agreement referred to in this disclosure document, used when the prospective franchisee is entering into an agreement to develop an area rather than a single franchised location. Exhibit "B-2".

ITEM 23. RECEIPTS:

Exhibit "F" contains detachable documents acknowledging your receipt of this disclosure document.

ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT
STATE OF CALIFORNIA

- (1) THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE DISCLOSURE DOCUMENT.
- (2) Neither the franchisor, any person or franchise broker in Item 2 of the disclosure document is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a et seq., suspending or expelling such persons from membership in such association or exchange.
- (3) California Business and Professions Code 20000 through 20043 provides rights to the franchisee concerning termination or non-renewal of a franchise. If the franchise agreement contains a provision that is inconsistent with the law, the law will control.
- (4) The Franchise Agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. Section 101 et seq.).
- (5) The Franchise Agreement contains a covenant not to compete which extends beyond the termination of the franchise. This provision may not be enforceable under California law.
- (6) The Franchise Agreement contains a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.
- (7) Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California.
- (8) The Franchise Agreement requires application of the laws of the State of Nebraska. This provision may not be enforceable under California law.
- (9) Section 31125 of the California Corporations Code requires us to give you a disclosure document, in a form containing the information that the commissioner may by rule or order require, before a solicitation of a proposed material modification of an existing franchise.
- (10) You must sign a general release if you renew or transfer your franchise. California Corporations Code §31512 voids a waiver of your rights under the

Franchise Investment Law (California Corporations Code §§31000 through 31516). Business and Professions Code §20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code §§20000 through 20043).

- (11) Our website has not been reviewed or approved by the California Department of Business Oversight. Any complaints concerning the contents of the website may be directed to the California Department of Business Oversight at www.dbo.ca.gov.

EXHIBIT "A"

DIRECTORY OF AGENCIES

Listed here are names, addresses, and telephone numbers of state and federal agency personnel having responsibility for franchising disclosure/registration laws and selected business opportunity laws.

California

Department of Business Oversight

Los Angeles
320 West 4th Street
Suite 750
Los Angeles, California 90013-2344
1-866-275-2677

Sacramento
1515 K Street, Suite 200
Sacramento, California 95814-4052
1-866-275-2677

San Diego
1350 Front Street, Room 2034
San Diego, California 92101-3697
1-866-275-2677

San Francisco
One Sansome Street, Suite 600
San Francisco, California 94104
1-866-275-2677

Commissioner of Business Oversight
Jan Lynn Owen
<http://www.dbo.ca.gov>

Connecticut

Cynthia Antanaitis
Assistant Director
Securities and Business Investment Division
Connecticut Department of Banking
260 Constitution Plaza
Hartford, Connecticut 06103-1800
(860) 240-8230
www.ct.gov/dob

Florida

Tom Kenny
Regulatory Consultant
Department of Agriculture and Consumer Services
Division of Consumer Services
P.O. Box 6700
Tallahassee, Florida 32314-6700
(850) 410-3800
Fax: (850) 410-3804
<http://www.800helpfla.com/busopbus>

Hawaii

Department of Commerce and Consumer Affairs
Business Registration Division
Commissioner of Securities
335 Merchant Street, Room 203
Honolulu, Hawaii 96813
(808) 586-2744

Commissioner of Securities
Ty Y. Nohara
<http://hawaii.gov/dcca/sec>

Illinois

Franchise Bureau
Office of Attorney General
500 South Second Street
Springfield, Illinois 62706
(217) 782-1090

Registration and Materials Inquiries:
500 South Second Street
Springfield, Illinois 62706
(217) 782-4465
<http://www.illinoisattorneygeneral.gov/consumers/franchise.html>

Indiana

John Potocky
Chief Deputy Commissioner
Franchise Section
Indiana Securities Division
Secretary of State
Room E-111
302 West Washington Street
Indianapolis, Indiana 46204
(317) 232-6681
<http://www.in.gov/sos/securities>

Iowa

Dennis Britson
Director of Regulated Industries Unit
Iowa Securities Bureau
340 Maple
Des Moines, Iowa 50319-0066
(515) 281-4441
Fax: (515) 281-3059
<http://www.iid.state.ia.us/securities>

Maryland

Office of the Attorney General
Securities Division
200 St. Paul Place
Baltimore, Maryland 21202
(410) 576-7042
<http://www.oag.state.md.us/Securities>

Michigan

Consumer Protection Division
Franchise Section
525 West Ottawa Street
Williams Building, 1st Floor
Lansing, Michigan 48933
(517) 373-7117
<http://www.michigan.gov/ag>

Minnesota

Department of Commerce
Market Assurance Division
85 7th Place East, Suite 500
St. Paul, Minnesota 55101-2198
(651) 296-4026
<http://mn.gov/commerce/licensees>

Nebraska

Karen Reynolds
Securities Analyst
Department of Banking and Finance
1230 O Street
Suite 400
Lincoln, Nebraska 68508
(402) 471-3445
<http://www.ndbf.ne.gov>

New York

Administrator:

Attention: Barbara Lasoff

Office of the New York State Attorney General

Investor Protection Bureau

Franchise Section

120 Broadway, 23rd Floor

New York, NY 10271-0332

(212) 416-8236 Phone

(212) 416-6042 Fax

<http://www.ag.ny.gov/investor-protection/franchisors-franchisees>

North Dakota

Diane Lillis

Franchise Examiner

North Dakota Securities Department

600 East Boulevard Avenue, Fifth Floor

Department 414

Bismarck, North Dakota 58505-0510

(701) 328-4712

<http://www.nd.gov/securities/franchise-registration>

Oregon

Floyd Lanter

Department of Consumer and Business Services

Division of Finance and Corporate Securities

Labor and Industries Building

Salem, Oregon 97310

(503) 378-4140

Fax: (503) 947-7862

<http://dfcs.oregon.gov>

Rhode Island

David Briden

Chief Securities Examiner

Department of Business Regulation

Securities Division

1511 Pontiac Avenue

John O. Pastore Building 69-1

Cranston, Rhode Island 02920-4407

(401) 462-9527

<http://www.dbr.state.ri.us/divisions/securities/franchising.php>

South Dakota

Franchise Administrator
Department of Labor and Regulation
Division of Securities
124 S. Euclid, Suite 104
Pierre, South Dakota 57501-3185
(605) 773-4823
(605) 773-5953
<http://www.sdjobs.org/securities>

Texas

Dorothy Wilson
Statutory Document Section
Secretary of State
1019 Brazos
Austin, Texas 78701
(512) 475-1769
<http://www.sos.state.tx.us/statdoc/index.shtml>

Utah

Francine A. Giani
Director
Division of Consumer Protection
Utah Department of Commerce
160 East Three Hundred South
SM Box 146704
Salt Lake City, Utah 84114-6704
(801) 530-6601
Fax: (801) 530-6001
<http://consumerprotection.utah.gov>

Virginia

Timothy J. O'Brien
Chief Examiner
State Corporation Commission
Division of Securities and Retail Franchising
Ninth Floor
1300 E. Main Street
Richmond, Virginia 23219
(804) 371-9051
<http://www.scc.virginia.gov>

Washington

Bill Beatty
Administrator
Department of Financial Institutions
Securities Division
150 Israel Rd, SWPO Box 9033
Tumwater, WA 98507-9033
(360) 902-8760
<http://www.dfi.wa.gov/sd/franchise.htm>

Wisconsin

Mary Wells

Operations Program Associate

Department of Financial Institutions

Division of Securities

201 W. Washington Avenue

Suite 300 PO Box 1768

Madison, Wisconsin 53701-1768

(608) 266-1064

<http://www.wdfi.org/fi/securities/franchise/default.htm>

4830-5969-1319, v. 1

EXHIBIT "A"
REGISTERED AGENTS OF GPI

<u>ALASKA</u> Corporation Service Company 9360 Glacier Highway, Suite 202 Juneau, AK 99801	<u>ALABAMA</u> CSC-Lawyers Incorporating Service Inc. 150 South Perry Street Montgomery, AL 36104-4045
<u>ARKANSAS</u> Corporation Service Company 300 Spring Building 300 S. Spring Street, Suite 900 Little Rock, AR 72201	<u>ARIZONA</u> Corporation Service Company 2338 W. Royal Palm Road, Suite J Phoenix, AZ 85021
<u>CALIFORNIA</u> Department of Business Oversight 320 West 4 th Street, Suite 750 Los Angeles, CA 90013-2344 CSC-Lawyers Incorporating Service 2710 Gateway Oaks Drive Suite 150N Sacramento, CA 95833-3505	<u>COLORADO</u> Corporation Service Company One Civic Center Plaza 1560 Broadway, Suite 2090 Denver, CO 80202
<u>CONNECTICUT</u> Corporation Service Company 50 Weston Street Hartford, CT 06120-1537	<u>DISTRICT OF COLUMBIA</u> Corporation Service Company 1090 Vermont Ave., N.W. Washington, DC 20005
<u>DELAWARE</u> Corporation Service Company 2711 Centerville Road, Suite 400 Wilmington, DE 19808	<u>FLORIDA</u> Corporation Service Company 1201 Hays Street Tallahassee, FL 32301
<u>GEORGIA</u> Corporation Service Company 40 Technology Pkwy South, #300 Norcross, GA 30092	<u>HAWAII</u> Commissioner of Securities 335 Merchant Street Room 203 Honolulu, HI 96813
<u>IDAHO</u> Corporation Service Company 12550 West Explorer Drive, Suite 100 Boise, ID 83713	<u>ILLINOIS</u> Illinois Attorney General's Office 500 South Second Street Springfield, IL 62706 Illinois Corporation Services Company 801 Adlai Stevenson Drive Springfield, IL 62703
<u>INDIANA</u> Indiana Secretary of State 201 State House Indianapolis, IN 46204	<u>IOWA</u> Corporation Service Company 505 5th Avenue, Suite 729 Des Moines, IA 50309

<u>KANSAS</u> Corporation Service Company 2900 SW Wanamaker Drive Suite 204 Topeka, KS 66614	<u>KENTUCKY</u> CSC-Lawyers Incorporating Service Co. 421 West Main Street Frankfort, KY 40601
<u>LOUISIANA</u> Corporation Service Company 320 Somerulos Street Baton Rouge, LA 70802-6129	<u>MAINE</u> Corporation Service Company 45 Memorial Circle Augusta, ME 04330
<u>MARYLAND</u> Maryland Securities Commissioner 200 St. Paul Place Baltimore, MD 21202-2020	<u>MASSACHUSETTS</u> Corporation Service Company 84 State Street Boston, MA 02109
<u>MICHIGAN</u> Consumer Protection Division Franchise Section 525 West Ottawa Street Williams Building, 1 st Floor Lansing, MI 48933 CSC-Lawyers Incorporating Service Co. 601 Abbot Road East Lansing, MI 48823	<u>MINNESOTA</u> Minnesota Commissioner of Corporations 380 Jackson Street Suite 418 St. Paul, MN 55101
<u>MISSISSIPPI</u> Corporation Service Company 506 South President Street Jackson, MS 39201	<u>MISSOURI</u> CSC-Lawyers Incorporating Service Co. 221 Bolivar Street Jefferson City, MO 65101
<u>MONTANA</u> Corporation Service Company 26 West Sixth Avenue P.O. Box 1691 Helena, MT 59624-1691	<u>NEBRASKA</u> CSC-Lawyers Incorporating Service Co. 1900 US Bank Building 233 South 13th Street Lincoln, NE 68508
<u>NEVADA</u> CSC Services of Nevada, Inc. 2215-B Renaissance Drive Las Vegas, NV 89119	<u>NEW HAMPSHIRE</u> CSC-Lawyers Incorporating Service 14 Centre Street Concord, NH 03301
<u>NEW JERSEY</u> Corporation Service Company 830 Bear Tavern Road West Trenton, NJ 08628	<u>NEW MEXICO</u> Corporation Service Company 123 East Marcy Street, Suite 101 Santa Fe, NM 87501

<u>NEW YORK</u> Attention: Uniform Commercial Code New York Department of State One Commerce Plaza, 99 Washington Avenue, 6th Floor Albany, NY 12231-0001 (518) 473-2492	<u>NORTH CAROLINA</u> Corporation Service Company 327 Hillsborough Street Raleigh, NC 27603
<u>NORTH DAKOTA</u> North Dakota Securities Department 600 East Boulevard Avenue State Capitol Fifth Floor Bismarck, ND 58505-0510 Corporation Service Company 316 North Fifth Street P.O. Box 1695 Bismarck, ND 58502	<u>OHIO</u> CSC-Lawyers Incorporating Service 50 West Broad Street, Suite 1800 Columbus, OH 43215
	<u>OKLAHOMA</u> Corporation Service Company 115 S.W. 89th Street Oklahoma City, OK 73139-8511
<u>OREGON</u> Corporation Service Company 285 Liberty Street, NE Salem, OR 97301	<u>PENNSYLVANIA</u> Corporation Service Company 2595 Interstate Drive Suite 103 Harrisburg, PA 17110
<u>RHODE ISLAND</u> Director, Department of Business Regulation 1511 Pontiac Avenue John O. Pastore Complex-Building 69-1 Cranston, RI 02920 Corporation Service Company 222 Jefferson Boulevard, Suite 200 Warwick, RI 02888	<u>SOUTH CAROLINA</u> Corporation Service Company 1703 Laurel Street Columbia, SC 29201
	<u>SOUTH DAKOTA</u> Corporation Service Company 503 South Pierre Street Pierre, SD 57501 Director of Securities 124 S. Euclid, Suite 104 Pierre, SD 57501
<u>TENNESSEE</u> Corporation Service Company 2908 Poston Avenue Nashville, TN 37203	<u>TEXAS</u> CSC-Lawyers Incorporating Service Co. 211 E. 7th Street, Suite 620 Austin, TX 78701
<u>UTAH</u> Corporation Service Company 2180 South 1300 East Suite 650 Salt Lake City, UT 84106	<u>VERMONT</u> Corporation Service Company 100 North Main Street, Suite 2 Barre, VT 05641

<u>VIRGINIA</u> Clerk of the State Corporation Commission 1300 East Main Street, 1st Floor Richmond, VA 23219	<u>WASHINGTON</u> Director of Department of Financial Institutions Securities Division 150 Israel Rd SW Tumwater WA 98501
<u>WEST VIRGINIA</u> Corporation Service Company 209 West Washington Street Charleston, WV 25302	<u>WISCONSIN</u> Department of Financial Institutions Division of Securities 201 W. Washington Avenue Suite 300 PO Box 1768 Madison, WI 53701-1768 Corporation Service Company 8040 Excelsior Drive, Suite 400 Madison, WI 53717
<u>WYOMING</u> Corporation Service Company 1821 Logan Avenue Cheyenne, WY 82001	

EXHIBIT "B-1"

**GODFATHER'S PIZZA, INC.
FRANCHISE AGREEMENT**

FRANCHISEE:

DATE OF AGREEMENT:

FRANCHISED LOCATION:

GODFATHER'S PIZZA, INC.

FRANCHISE AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____ 20____, by and between Godfather's Pizza, Inc., a Delaware corporation, with its principal office at 2808 North 108th Street, Omaha, Nebraska 68164 (the "Company") and _____ whose principal address is _____ ("Franchisee").

1. **PREAMBLES AND GRANT OF FRANCHISE**

A. **PREAMBLES**

The Company has designed and developed products and methods of service for the sale of pizza and related products at locations identified by the trademark "Godfather's Pizza". Godfather's Pizza locations utilize distinctive and unique recipes, ingredients and methods of preparing food in distinctive and common formats, designs, equipment, signs, layout, décor, systems, methods, specifications, standards and procedures, all of which may be improved, further developed or otherwise modified from time-to-time. The Company possesses proprietary rights in certain valuable trademarks and service marks (the "Marks") including the Mark "Godfather's Pizza". The Company grants to qualified persons franchises to own and operate Godfather's Pizza locations offering only the food and beverage products authorized and approved by the Company and utilizing the Company's common formats, designs, equipment, signs, layout, décor systems, methods, specifications, standards and procedures, and the Marks. These franchise locations include locations that may provide sit-down, take-out and/or delivery service (collectively referred to as "Traditional Locations") and non-traditional locations, including convenience stores, military bases, shopping malls, airports, stadiums, major industrial or office complexes, hotels, school campuses, train stations, travel plazas, toll roads, casinos, hospitals and sports and entertainment venues (collectively referred to in this Agreement as "Non-Traditional Locations").

B. **ACKNOWLEDGMENTS**

Franchisee acknowledges that Franchisee has read this Agreement and the Company's Franchise Disclosure Document ("FDD") and Franchisee understands and accepts the terms, conditions and covenants contained in this Agreement as being reasonably necessary to maintain the Company's high standards of quality and service and the uniformity of those standards at all Godfather's Pizza locations and thereby to protect and preserve the goodwill of the Marks. Franchisee acknowledges that Franchisee has conducted an independent investigation of the business venture contemplated by this Agreement and recognizes that, like any other business, the nature of the business conducted by Godfather's Pizza locations may evolve and change over time, that an investment in a Godfather's Pizza location involves business risks and that the success of the venture is largely dependent upon the business abilities and efforts of Franchisee. The Company expressly disclaims the making of, and Franchisee acknowledges that Franchisee has not received or relied upon, any guaranty, express or implied, as to the revenues, profits or

success of the business venture contemplated by this Agreement. Franchisee acknowledges that Franchisee has not received or relied on any representations about the franchise by the Company, or its officers, directors, employees or agents, which are contrary to the statements made in the Company's FDD or to the terms of this Agreement. Franchisee represents and warrants to the Company that: (i) neither Franchisee nor any affiliate or related person or entity is a party to any current franchise agreement, distribution agreement or other agreement or arrangement of any kind that prohibits Franchisee or any owner of Franchisee from selling Godfather's Pizza products under this Agreement; and (ii) neither Franchisee nor any affiliate or related person or entity is currently subject to any covenant not to compete or similar agreement that directly or indirectly prohibits Franchisee or any owner of Franchisee from selling Godfather's Pizza products under this Agreement. Franchisee further represents and warrants to the Company that Franchisee has made no misrepresentations in obtaining the franchise. Franchisee acknowledges that Franchisee received an FDD from the Company at least fourteen (14) calendar days before signing any agreement with, or making any payment to, the Company or any affiliate of the Company.

C. GRANT OF FRANCHISE

Franchisee has applied for a franchise to own and operate a Godfather's Pizza location at and only at _____ (the "Location"). Except as otherwise specified in this Agreement, the term "Location" when used in connection with a Non-Traditional Location will mean only the portion of the Non-Traditional Location used for the sale of Godfather's Pizza products. Such application has been approved by the Company in reliance upon all of the representations made in that application and a letter of understanding signed by Franchisee as part of the franchise application process (the "Letter of Understanding"); provided that a Letter of Understanding is used only with a Traditional Location. Subject to the provisions of this Agreement, the Company hereby grants to Franchisee a franchise (the "Franchise") to operate a Godfather's Pizza location, and to use the Marks in the operation thereof at and only at the Location specified above for a term of five (5) years commencing on the date of this Agreement. Franchisee will be permitted to open the Location upon satisfaction of the following conditions: (i) the Company's construction personnel have determined and notified Franchisee that Franchisee has constructed the Location in substantial compliance with the plans and specifications submitted by Franchisee to the Company; (ii) Franchisee has provided to the Company all insurance certificates Franchisee is required to provide under the terms of this Agreement; (iii) Franchisee has submitted to Company one or more signed copies of this Agreement; and (iv) Franchisee acknowledges that it is required to pay the initial fee under this Agreement within five days after opening the Location, and agrees to make such payment within that time. Termination or expiration of this Agreement shall constitute a termination or expiration of the Franchise. The Franchise is for the specified Location only, and does not in any way grant or imply any area, market or territorial rights proprietary to Franchisee.

Franchisee agrees to operate its business at the specified Location or an alternative location approved by the Company for the entire term of this Agreement, at all times faithfully, honestly and diligently perform Franchisee's obligations under this Agreement, continuously exert Franchisee's best efforts to promote and enhance the business of the Location and not

engage in any other business or activity that may conflict with Franchisee's obligations under this Agreement.

Franchisee acknowledges and understands that delivery services can be offered only if the Company issues its written authorization. Such authorization will be issued, in the Company's sole discretion, under the terms and conditions set forth in the then current Delivery Implementation Manual or similar publication describing the requirements for offering delivery service, all of which requirements Franchisee shall comply with as a condition to its continued right to provide delivery service. Franchisee may offer buffet services only under the terms and conditions described in the then current Operations Manual, as that term is defined in this Agreement, or other written communications from the Company.

D. RIGHTS RESERVED BY THE COMPANY

Except as otherwise provided in this Agreement, the Company (on behalf of itself and its affiliates) retains, in its sole discretion and without granting any rights to Franchisee:

(1) the right to provide, offer and sell and to grant others the right to offer and sell goods and services that are identical or similar to and/or competitive with those offered or sold at Godfather's Pizza locations, whether identified by the Marks or other trademarks or service marks, through dissimilar channels of distribution (including grocery stores and the internet or similar electronic media) from any location and on any terms and conditions the Company deems appropriate;

(2) the right to establish and operate, and to grant to others the right to establish and operate, businesses offering dissimilar products and services, from any location, including dissimilar channels of distribution, such as grocery stores, the internet and similar electronic media, under the Marks and on any terms and conditions the Company deems appropriate;

(3) the right to operate, and to grant others the right to operate, Godfather's Pizza locations anywhere outside the Location, including at Non-Traditional Locations, under any terms and conditions the Company deems appropriate and regardless of proximity to the Location;

(4) the right to acquire the assets or ownership interests of one or more businesses providing products and services similar to those sold at Godfather's Pizza locations, and franchising, licensing or creating similar arrangements with respect to these businesses once acquired, wherever these businesses (or the franchisees or licensees of these businesses) are located or operating; and

(5) the right to be acquired (whether through acquisition of assets, ownership interests or otherwise, regardless of the form of transaction), by a business providing products and services similar to those sold at Godfather's Pizza locations, or by another business, even if such business operates, franchises and/or licenses competitive businesses.

2. FIXTURES, EQUIPMENT AND SIGNS

Franchisee agrees to construct its Location, after approval of the Location by the Company under its then current approval process, in full compliance with all plans and specifications approved in writing by the Company and the terms of the Letter of Understanding for a Traditional Location.

Franchisee agrees to use in the operation of the Location only those brands, types or models of fixtures, equipment and signs that the Company has approved for Godfather's Pizza locations as meeting its specifications and standards for quality, design, décor, appearance, function and performance. Franchisee further agrees to place or display at the Location only such signs, logos and display materials that are from time-to-time approved in writing by the Company.

The Company will provide Franchisee with a list of the then approved brands, types or models of fixtures, equipment and signs and one or more approved suppliers for such brands, types or models. If Franchisee proposes to purchase, lease or otherwise use any fixture, equipment or sign which is not then approved by the Company, Franchisee shall first notify the Company in writing and shall submit to the Company upon its request sufficient specifications, photographs, drawings and/or other information or samples for a determination by the Company of whether such fixture, equipment and/or sign complies with its specifications and standards. The Company will refuse to approve any such item(s) that does not meet the Company's standards or specifications. The Company may limit the number of suppliers of fixtures, equipment and signs to facilitate determining compliance with the Company's standards.

3. TRAINING AND GUIDANCE

A. TRAINING

As a condition precedent to the opening of the Location, Franchisee or an owner of Franchisee and, if requested by the Company, the Location manager and multiple unit supervisors of Franchisee, must successfully complete the Company's training program at training sites specified by the Company. Franchisee shall be responsible for all travel and living expenses, compensation of and workers' compensation insurance for persons enrolled in the training program and any other personal expenses, and for the training fees (which GPI may charge in its sole discretion) of Five Hundred Dollars (\$500.00), or Two Hundred Fifty Dollars (\$250.00) for trainees for Non-Traditional Locations, for each trainee described in Section 6.C. of this Agreement. If Franchisee hires one of the Company's trainers prior to opening a Godfather's Pizza location or during a one year period following the opening date, Franchisee will be required to pay to the Company a recruiting fee determined by the Company, based on a percentage of the salary the trainer is earning from the Company at that time, not to exceed 30% of the trainer's salary. Franchisee must pay this amount to the Company within ten (10) days after the Company notifies Franchisee in writing of this amount.

The Company may also require Franchisee and/or previously trained and experienced managers and multiple-unit supervisors to attend periodic refresher courses at training sites designated by the Company. The Company shall have the right to charge a fee to Franchisee for

refresher training courses and training of new managers and multiple-unit supervisors subsequent to the opening of the Location at per diem rates established from time-to-time by the Company. In addition, the Company may require that certain accounting and marketing personnel of Franchisee attend periodic training sessions, which may be in the form of teleconferences, regarding the Company's then current procedures for the reporting and payment of continuing fees and the implementation of marketing programs and the Company shall have the right to charge for such training sessions.

B. GUIDANCE

The Company may furnish to Franchisee guidance in connection with: (1) implementing procedures for opening and operating a Godfather's Pizza location; (2) methods, décor, standards and operating procedures utilized by Godfather's Pizza locations; (3) preparation of food and beverage products; (4) purchasing approved fixtures, equipment, signs, supplies and food and beverage products; (5) advertising and promotional programs; (6) employee training; and (7) administrative, accounting and general operating and management procedures.

Such guidance shall, in the discretion of the Company, be furnished in the form of the Company's operations manual (the "Operations Manual"), bulletins, other written materials (including materials provided exclusively online), and/or telephone conversations, emails, other means of electronic communications, or consultations at the offices of the Company or at the Location.

C. OPERATIONS MANUAL

The Company will provide to Franchisee during the term of the Franchise and any extension thereof one copy of the Operations Manual, which shall at all times remain the property of the Company. Franchisee shall execute an acknowledgment of receipt of a copy of the Operations Manual. The Company may, in its sole discretion, provide all or any part of the Operations Manual in an online or other electronic format. The Operations Manual shall contain mandatory and suggested specifications, standards, obligations and operating procedures prescribed from time-to-time by the Company for Godfather's Pizza locations. Franchisee agrees to fully comply with such obligations and mandatory specifications, standards and operating procedures. The Operations Manual may be modified from time-to-time to reflect changes in the image, specifications, standards, procedures and approved products and supplies for the operation of a Godfather's Pizza location. Franchisee shall keep Franchisee's copy of the Operations Manual current and in the event of a dispute relative to the contents of the Operations Manual, the master copy maintained by the Company shall be controlling. As part of keeping these manuals current, Franchisee agrees to delete all electronic copies and destroy all paper copies of all portions of these manuals that the Company requires Franchisee to delete. Franchisee may not at any time copy, in paper, electronic or any other format, any part of the Operations Manual.

4. MARKS

A. OWNERSHIP AND GOODWILL OF THE MARKS

Franchisee acknowledges that Franchisee's right to use the Marks is derived solely from this Agreement and is limited to the conduct of business by Franchisee at the Location in compliance with this Agreement and all applicable standards, specifications and operating procedures prescribed by the Company from time-to-time during the term of the Franchise. Any unauthorized use of the Marks by Franchisee shall constitute a material breach hereof and an infringement of the rights of the Company in and to the Marks. Franchisee acknowledges and agrees that all usage of the Marks by Franchisee and any goodwill established thereby shall inure to the exclusive benefit of the Company and that this Agreement does not confer any goodwill or other interests in the Marks upon Franchisee (other than the right to operate a Godfather's Pizza location in compliance with this Agreement). All provisions of this Agreement applicable to the Marks shall apply to any additional trade and service marks and commercial symbols hereafter authorized for use by and licensed to Franchisee by the Company.

B. LIMITATIONS ON FRANCHISEE'S USE OF THE MARKS

Franchisee agrees to use the Marks as the sole identification of the Location (or the Godfather's Pizza portion of a Non-Traditional Location), and Franchisee shall prominently identify itself as the independent owner and operator of the Location as a franchisee of the Company and shall otherwise indicate Franchisee's independent ownership as prescribed by the Company from time-to-time. Franchisee shall not use any Mark as part of any company or trade name or with any prefix, suffix or other modifying words, terms, designs or symbols (other than logos licensed to Franchisee under this Agreement), or in any modified form, nor may Franchisee use any Mark in connection with the performance or sale of any unauthorized services or products or in any other manner not expressly authorized in writing by the Company. Franchisee agrees to prominently display the Marks at the Location and on packaging materials, forms, labels and advertising materials designated by the Company. All Marks shall be displayed in the manner prescribed by the Company. Franchisee agrees to give such notices of trade and service mark registrations as the Company specifies and to obtain such fictitious or assumed name registrations as may be required under applicable law.

C. NOTIFICATION OF INFRINGEMENTS AND CLAIMS

Franchisee shall immediately notify the Company in writing of any apparent infringement of or challenge to Franchisee's use of any Mark, or claim by any person of any rights in any Mark or similar trade name, trademark or service mark. Franchisee shall not communicate with any person other than the Company or its counsel in connection with any such infringement, challenge or claim. The Company shall have sole discretion to take such action as it deems appropriate, and the right to exclusively control any litigation, U.S. Patent and Trademark Office proceeding or other administrative proceeding arising out of any such infringement, challenge or claim or otherwise relating to any Mark. Franchisee agrees to execute any and all documents, render such assistance and do such things as may, in the opinion of the Company's counsel, be necessary or advisable to protect the interests of the Company in any

litigation or U.S. Patent and Trademark Office or other proceeding or to otherwise protect the interests of the Company in the Marks.

D. DISCONTINUANCE OF USE OF THE MARKS

If the Company decides in its sole discretion that the Company and/or Franchisee should modify or discontinue use of any Mark, and/or use one or more additional or substitute trade or service marks, Franchisee agrees to comply, at Franchisee's sole cost, with the Company's directions to modify or otherwise discontinue the use of such mark within a reasonable time after notice by the Company.

E. INDEMNIFICATION OF FRANCHISEE

The Company agrees to indemnify Franchisee against and to reimburse Franchisee for all damages for which Franchisee is held liable in any proceeding arising out of Franchisee's authorized use of any Mark, in compliance with this Agreement and for all costs reasonably incurred by Franchisee in the defense of any such claim brought against Franchisee or in any proceeding in which Franchisee is named as a party (except for fees, expenses and other costs of Franchisee's personal legal counsel if Franchisee elects to be represented by counsel chosen by Franchisee), but Franchisee must timely notify the Company of such claim or proceeding and otherwise comply with this Agreement.

5. RELATIONSHIP OF THE PARTIES/INDEMNIFICATION

The parties agree that Franchisee is an independent contractor, that this Agreement does not create a fiduciary relationship between them and that nothing in this Agreement is intended to make either party a general or special agent, joint venturer, partner or employee of the other for any purpose. Franchisee shall conspicuously identify itself in all dealings with customers, suppliers, public officials and others as the owner of the Location under a franchise with the Company and shall place notices of independent ownership on such forms, invoices, checks, stationery, advertising and other materials as the Company may require from time-to-time.

The Company has not authorized or empowered Franchisee to use the Marks except as permitted by this Agreement, and Franchisee shall not employ any of the Marks in signing any contract, check, purchase agreement, negotiable instrument or legal obligation, application for any license or permit, or in a manner that may result in liability of the Company for any indebtedness or obligation of Franchisee. Except as expressly authorized by this Agreement, neither the Company nor Franchisee shall make any express or implied agreements, warranties, guarantees or representations, or incur any debt, in the name of or on behalf of the other or represent that their relationship is other than franchisor and franchisee and neither the Company nor Franchisee shall be obligated by or have any liability under any agreements or representations made by the other that are not expressly authorized by this Agreement. The Company shall have no liability for any sales, use, occupation, excise, gross receipts, income, property or other taxes, whether levied upon Franchisee, the Location, Franchisee's property, or the Company, in connection with the sales made or business conducted by Franchisee or payments to the Company under this Agreement.

Franchisee agrees to indemnify, defend and hold the Company, its affiliates and subsidiaries, and their respective shareholders, directors, officers, members, managers, employees, agents, successors and assignees harmless against any liability for any claims arising out of the operation of the Location. For purposes of this indemnification, claims shall include all obligations, actual and consequential damages, punitive damages to the extent permitted by applicable law, taxes and costs reasonably incurred in the defense of any claim, including without limitation reasonable accountants', attorneys' and expert witness fees, costs of investigation and proof of facts, court costs, other litigation expenses and travel and living expenses. The Company will notify Franchisee of any claims of which the Company becomes aware, and Franchisee will be given the opportunity to assume the defense of the matter. If Franchisee fails to assume the defense, the Company may defend the action in the manner it deems appropriate, and Franchisee shall pay the Company all costs, including attorney fees, incurred by the Company in effecting such defense in addition to any sum the Company may pay by reason of settlement or judgment against the Company. This indemnity shall continue in full force and effect after the expiration or termination of this Agreement. The Company's right to indemnity under this Agreement shall arise and be valid notwithstanding that joint or concurrent liability may be imposed on the Company by statute, regulation, ordinance or other laws.

6. FEES

A. INITIAL FRANCHISE FEE

Franchisee agrees to pay to the Company an initial franchise fee for a full service Traditional Location in the amount of _____ Thousand Dollars (\$_____). The balance of the initial franchise fee, after reduction for any deposit paid by Franchisee in connection with the initial franchise fee with any site submission form submitted by Franchisee and the application of a portion of the development fee paid by Franchisee under an Agreement for Area Development if applicable, shall be due within five (5) days after Franchisee opens for business at the Location and, upon the completion of Company's pre-opening services shall be fully earned by the Company and is non-refundable.

Franchisee agrees to pay to the Company an initial franchise fee for a Traditional Location that is a delivery/takeout only Location in the amount of _____ Thousand Dollars (\$_____). The balance of the initial franchise fee, after reduction for any deposit paid by Franchisee in connection with the initial franchise fee with any site submission form submitted by Franchisee and the application of a portion of the development fee paid by Franchisee under an Agreement for Area Development if applicable, shall be due within five (5) days after Franchisee opens for business at the Location and, upon the completion of Company's pre-opening services shall be fully earned by the Company and is non-refundable.

Franchisee agrees to pay to the Company an initial franchise fee for a Non-Traditional Location in the amount of _____ Thousand Dollars (\$_____). The balance of the initial franchise fee, after reduction for any deposit paid by Franchisee in connection with the initial franchise fee with any site submission form submitted by Franchisee and the application of a portion of the development fee paid by Franchisee under an Agreement for Area Development if applicable, shall be due within five (5) days after Franchisee opens for business at the Location

and, upon the completion of Company's pre-opening services shall be fully earned by the Company and is non-refundable.

B. CONTINUING FEES

(1) Franchisee agrees to pay to the Company, at such address and to such parties as Company may designate in writing from time to time, by Wednesday of each week for the preceding week (Monday through Sunday) royalties to secure its franchise equal to the greater of three percent (3%) of the net sales (as defined in this Section 6) of a Traditional or Non-Traditional Location, or \$125 for a Traditional Location or \$60 for a Non-Traditional Location, plus service compensation to compensate the Company for its continuing service in connection with advice to Franchisee in the operation of the Location, equal to the greater of three percent (3%) of the net sales (as defined in this Section 6) of a Traditional or Non-Traditional Location, or \$125 for a Traditional Location or \$60 for a Non-Traditional Location. Royalties and service compensation are collectively referred to as "continuing fees" in this Agreement.

(2) At the time Franchisee pays the initial franchise fee described in Section 6A above, Franchisee will pay to the Company a deposit of One Thousand Dollars (\$1,000.00) for a Non-Traditional Location or Five Thousand Dollars (\$5,000.00) for a Traditional Location (including a delivery/take-out only location) (the "Continuing Fee Deposit"). The Company will retain the Continuing Fee Deposit and may apply it to the payment of any amount of continuing fees described in a default letter sent to Franchisee by the Company for failure to pay continuing fees in a timely manner (the "Fee Default Letter"). The Company will notify Franchisee any time it applies any portion of the Continuing Fee Deposit to past due continuing fees, and Franchisee will replace the amount so applied within ten (10) days after receipt of such notice. If Franchisee has not received a Fee Default Letter by the second anniversary of the effective date of this Agreement, the Company will apply the Continuing Fee Deposit to future continuing fees payable by Franchisee under this Agreement. If Franchisee has received a Fee Default Letter by the second anniversary of the effective date of this Agreement, Company will retain the remainder of the Continuing Fee Deposit on the second anniversary date. Company also will retain the Continuing Fee Deposit as of the date of closing if Franchisee closes the Location before the second anniversary date. The Company may retain the Continuing Fee Deposit if Franchisee transfers the Location before the second anniversary date to an approved franchisee as determined by Company based on the facts and circumstances of the transfer. The Company will not be required to hold the Continuing Fee Deposit in a separate bank account or to pay interest to Franchisee on the Continuing Fee Deposit. The Company may, in its sole discretion waive this deposit, particularly for a current Godfather's Pizza franchisee with a good record of paying continuing fees in a timely manner, or for a new franchisee with an excellent credit background.

(3) If Franchisee defaults in timely payment of any amount payable to the Company under this Agreement at any time after the second anniversary of the effective date of this Agreement and thereafter timely cures this default and avoids termination of the term of this Agreement, the Company may at its sole discretion require Franchisee to

deposit with the Company an amount equal to all continuing fees paid or payable by Franchisee for the two (2) month period immediately before such default. The Company will apply such fund to the timely payment of all continuing fees payable by Franchisee under this Agreement and will upon such exhaustion terminate the term of this Agreement upon written notice to Franchisee but without an opportunity to cure the default, unless Franchisee has resumed timely payment of all charges under the Agreement.

C. TRAINING

The Company may, in its sole discretion, charge to Franchisee a training fee of Five Hundred Dollars (\$500.00), or Two Hundred Fifty Dollars (\$250.00) for trainees for Non-Traditional Locations, for each person trained for Franchisee by the Company either before the commencement or during the term of this Agreement. This training fee will be paid before training commences, and once paid will be non-refundable.

D. DEFINITION OF "NET SALES"

The term "net sales" as used in this Agreement includes all sums charged by Franchisee for goods, merchandise or services, including alcoholic beverages, sold at or from the Location or from any remote location, including schools or special event venues at which the Company has authorized Franchisee to sell Godfather's Pizza products, including all premiums unless exempted by the Company in writing, and all charges to customers for the delivery of pizza and other approved products. Except for goods, merchandise or services to be delivered as described in Section I.C., the sale of Godfather's Pizza products away from the Location is not authorized; however, should any such sales be approved in the future, they will be included within the definition of net sales. The term "net sales" for Non-Traditional Locations will mean only the sales of products using the Godfather's Pizza Marks, including all beverage sales made from the Godfather's Pizza area of the Non-Traditional Location. Net sales exclude any federal, state, county or city sales tax, excise tax or similar taxes collected by Franchisee from customers based upon sales, and cash received as payment in credit transactions where the extension of credit itself has already been included in the figure upon which the continuing fee is computed.

E. INTEREST ON LATE PAYMENTS

All continuing fees, advertising contributions, amounts due for purchases by Franchisee from the Company and its affiliates and other amounts which Franchisee owes to the Company shall bear interest after their due date at the highest applicable legal rate for open account business credit, not to exceed one and one-half percent (1½%) per month. It is the intention of the parties to conform strictly to applicable usury laws, and it is agreed that if any excess amount is inadvertently collected it shall be applied to reduce the amount owed by Franchisee to the Company under this Agreement. Franchisee acknowledges that this Paragraph E shall not constitute the Company's agreement to accept such payments after they are due or a commitment by the Company to extend credit to, or otherwise finance Franchisee's operation of, the Location. Franchisee acknowledges that failure to pay all amounts when due shall constitute grounds for termination of this Agreement, notwithstanding the provisions of this Paragraph E.

F. APPLICATION OF PAYMENTS

Notwithstanding any designation by Franchisee, the Company shall have sole discretion to apply any payments by Franchisee to any past due indebtedness of Franchisee for continuing fees, advertising contributions, purchases from the Company or its affiliates, interest or any other indebtedness. The acceptance by the Company of a payment from Franchisee for less than the full amount owed shall not be deemed a waiver by the Company or prevent it from pursuing any of its remedies against Franchisee for failure to pay such amounts in a timely manner.

G. OTHER PAYMENT PROVISIONS

Franchisee will utilize the methods and standards for the reporting of net sales and the payment of continuing fees as the Company may specify from time-to-time during the term of the Agreement, which may include requirements to submit product sales information and customer information. Franchisee will pay all fees and any other amounts payable to the Company by the use of electronic funds transfers, if required to do so by the Company. Franchisee will pay the Company a fee of Twenty-five Dollars (\$25.00) if Franchisee's bank fails to honor a check made payable to the Company or if Franchisee's bank fails to transfer the full requested amount of any electronic funds transfers payable to the Company.

If any amount payable by Franchisee to the Company for the initial franchise fee, royalties or service compensation is subject to any gross receipts tax or other form of state income tax, in any state other than the state in which the Company's principal office is located, or sales or use tax in any state, Franchisee must pay to or reimburse the Company for the amount of such tax payable by the Company, so that the amount actually received by the Company after the payment or withholding of such tax will equal the full amount stated to be payable under this Agreement. Such payment or reimbursement will be due and payable within thirty (30) days after Franchisee receives a written notice from the Company describing the amount of the payment or reimbursement.

H. CONTINUING FEE INCREASE

If at any time Franchisee (other than Franchisee of a Non-Traditional Location) is paying continuing fees at a rate less than six percent (6%) of net sales and Franchisee commences the operation of any business selling food products other than Godfather's Pizza products, the Company may require that the rate of continuing fees payable by Franchisee will increase to six percent (6%) of net sales. This increase will be effective on the date Franchisee opens a business selling these other food products.

If at any time Franchisee is paying continuing fees at a rate less than six percent (6%) of net sales, Franchisee receives a Fee Default Letter from the Company for failure to pay in a timely manner continuing fees and other amounts owed to the Company under this Agreement, the Company may require that the rate of continuing fees payable by Franchisee will increase to six percent (6%) of net sales. This increase will be effective on the date Franchisee receives a Fee Default Letter for non-payment. If at any time during the term of this Agreement the Company issues a second notice of default to Franchisee, whether for the same default as was described in a prior notice of default or for another reason, the Company may also require as a

condition of curing a second notice of default that Franchisee sign the Company's then current form of franchise agreement, which may contain terms significantly different than this Agreement.

7. CONFIDENTIAL INFORMATION/UNFAIR COMPETITION

The Company possesses certain confidential information, consisting of the following categories of proprietary information, methods, techniques, procedures, and knowledge developed by or for the Company (the "Confidential Information"):

- (1) recipes, menu analysis, and methods of preparation and the serving of food and beverage products sold at Godfather's Pizza locations;
- (2) knowledge of test programs, concepts or results relating to: (i) planning, development and testing of new menu items; (ii) sources of food and beverage products; (iii) marketing programs; (iv) image of locations; and (v) the selection and training of location managers and other personnel; and
- (3) methods, techniques, formats, specifications, procedures, information, systems, and knowledge of and experience in the development, operation and franchising of Godfather's Pizza locations.

The Company will disclose the Confidential Information to Franchisee in the initial training program and subsequent training, the Operations Manual and in guidance furnished to Franchisee during the term of the Franchise.

Any menu item, system, equipment, marketing plan or program or operating procedure conceived, modified or developed by Franchisee in connection with the operation of the Location and approved by the Company for use at the Location shall become the property of the Company without the payment of any compensation to Franchisee, and Franchisee shall retain no proprietary rights to that property.

Franchisee acknowledges and agrees that Franchisee will not acquire any interest in the Confidential Information, other than the right to utilize it in the operation of the Location during the term of this Agreement, and that the use or duplication of the Confidential Information in any other business would constitute an unfair method of competition. Franchisee acknowledges and agrees that the Confidential Information is proprietary, may involve trade secrets of the Company and is disclosed to Franchisee solely on the condition that Franchisee agree, and Franchisee does hereby agree, that Franchisee: (1) will not use the Confidential Information in any other business or capacity; (2) will maintain the absolute confidentiality of the Confidential Information during and after the term of this Agreement; (3) will not make unauthorized copies of any portion of the Confidential Information disclosed in written form; (4) will delete all electronic copies and destroy all paper copies of any Confidential Information the Company declares to be obsolete or otherwise no longer permitted for use by Franchisee and provide a statement that Franchisee has deleted and destroyed such copies; (5) will not disclose the Confidential Information during its involvement with other pizza restaurant companies as part of governmental relations, civic or other activities involving interaction with such other pizza restaurant companies; and (6) will adopt and implement all reasonable procedures prescribed

from time-to-time by the Company to prevent unauthorized use or disclosure of the Confidential Information, including without limitation, restrictions on disclosure thereof to employees of Franchisee and the use of nondisclosure and noncompetition clauses in employment agreements with employees who have access to the Confidential Information. The restrictions on Franchisee's disclosure and use of the Confidential Information shall not apply to the following: (i) information, processes or techniques which are or become generally known in the pizza restaurant business, other than through disclosure (whether deliberate or inadvertent) by Franchisee; and (ii) disclosure of the Confidential Information in judicial or administrative proceedings to the extent that Franchisee is legally compelled to disclose such information, but Franchisee shall have used its best efforts, and shall have afforded the Company the opportunity, to obtain an appropriate protective order or other assurance satisfactory to the Company of confidential treatment for the information required to be so disclosed.

8. EXCLUSIVE RELATIONSHIP

Franchisee acknowledges and agrees that the Company would be unable to protect the Confidential Information against unauthorized use or disclosure and would be unable to encourage a free exchange of ideas and information among the Company and its Franchisees if owners of Godfather's Pizza locations, the officers and other members of the management team of Franchisee and members of their immediate families were permitted to hold interests in any competitive businesses (with the exception of other Godfather's Pizza locations operated under franchise agreements with the Company), as described below. The Company has entered into this Agreement with Franchisee on the express condition that Franchisee (and its owners, officers, members of the management team of Franchisee and members of their respective immediate families) will deal exclusively with the Company (and its approved suppliers). Franchisee therefore agrees that, during the term of this Agreement, neither Franchisee, any shareholder, member or partner (in the event Franchisee is a corporation, limited liability company or partnership), officer, management team member, nor any member of the immediate family of any person described in this sentence: (1) shall have any direct or indirect interest as a disclosed or beneficial owner in any business offering pizza or other products similar to the products then being offered by Godfather's Pizza locations; (2) shall perform services as a director, officer, manager, employee, consultant, representative, agent or otherwise for any business offering pizza or other products similar to the products then being offered by Godfather's Pizza locations; or (3) shall have any direct or indirect interest in any entity which has granted or is granting franchises or licenses to others to operate any location or business offering pizza or other products similar to the products then being offered by Godfather's Pizza locations. The restrictions of this Section 8 shall not be applicable to the ownership by Franchisee or a shareholder, member or partner of Franchisee of shares of a class of securities listed on a stock exchange or traded on the over-the-counter market that represents one percent (1%) or less of the number of shares of that class of securities issued and outstanding.

9. LOCATION IMAGE AND OPERATING STANDARDS

A. CONDITION AND APPEARANCE OF FRANCHISEE'S LOCATION

Franchisee agrees:

(1) that the Location will not be used for any purpose other than the operation of a Godfather's Pizza location in compliance with this Agreement;

(2) to maintain the condition and appearance of the Location (including all of a Non-Traditional Location) in accordance with the standards of the Company and consistent with the image of a Godfather's Pizza location as a clean, sanitary, attractive and efficiently operated business offering high quality food and beverage products and courteous and helpful service;

(3) to effect such maintenance of the Location (including all of a Non-Traditional Location) as is required by the Company from time-to-time to maintain such condition, appearance and efficient operation, including, without limitation: (i) continuous and thorough cleaning and sanitation of the interior and exterior of the Location; (ii) interior and exterior repair of the Location; (iii) replacement of worn-out or obsolete fixtures, equipment and signs with approved improvements, fixtures, equipment and signs; and (iv) periodic painting and decorating of the interior and exterior of the Location;

(4) to upgrade and/or remodel the Location (to reflect changes introduced in new Godfather's Pizza locations and/or required of new Godfather's Pizza franchisees) pursuant to the Company's current approved décor specifications and other plans and specifications provided by the Company at such time during the term of this Agreement as the Company may require; but the Company shall not require a complete remodeling of the Location more than once during the initial term of this Agreement and once during each renewal term of this Agreement, and that a complete remodeling of the Location shall not be required during the last two (2) years of the initial term of this Agreement unless the Franchise has been renewed pursuant to the provisions of Section 14 of this Agreement; and

(5) to place or display at the Location only such signs, logos and display and advertising materials that are from time-to-time approved in writing by the Company.

In the event Franchisee does not maintain the condition and appearance of the Location as required in this Section 9.A, the Company may either consider such failure an event of default under this Agreement or may, upon not less than ten (10) days written notice to Franchisee: (i) arrange for the necessary cleaning or sanitation, repair, remodeling, upgrading, painting or decorating; or (ii) replace the necessary fixtures, equipment or signs. Franchisee shall pay the entire cost thereof on the due date for the next continuing fee payment.

B. APPROVED PRODUCTS, SUPPLIERS AND DISTRIBUTORS

The reputation and goodwill of Godfather's Pizza locations can be maintained only by the sale of distinctive, high quality food and beverage products. Franchisee agrees that the Location will conform to the Company's specifications and quality standards, and will use and offer for sale only those products approved from time-to-time by the Company.

The Company may approve a single distributor or supplier, including the Company, for any product, or type or brand of product, and may approve a distributor or supplier only as to a

certain product, or type or brand of product. The Company will provide Franchisee with a list of the then approved products, suppliers and distributors and will issue revisions to the list from time-to-time. In approving suppliers and distributors for the Location, the Company may take into consideration such factors as pricing and reliability of the supplier or distributor. The Company may also require a supplier or distributor to agree, in writing, not to disclose any Confidential Information of the Company which it may have access to or otherwise acquire as a supplier or distributor. The Company may concentrate purchases with one or more suppliers to obtain the lowest prices and/or the best advertising support and/or services for any group of Godfather's Pizza locations franchised or operated by the Company. Approval of a supplier or distributor may be conditioned on requirements relating to the frequency of delivery, standards of service, including prompt attention to complaints, and concentration of purchases, as set forth above, and may be temporary, pending a further evaluation of such supplier or distributor by the Company.

C. LOCATION MENU

Franchisee agrees to serve all food and beverage items which the Company may deem appropriate to take advantage of the potential market and achieve standardization among Godfather's Pizza locations, and that Franchisee will not, without the prior written approval of the Company, offer any food or beverage products or services that are not authorized by the Company.

D. SPECIFICATIONS, STANDARDS AND PROCEDURES

Franchisee acknowledges that each and every detail of the appearance, layout, decor, food and beverage products, packaging materials, services and operation of the Location is important to the Company and other Godfather's Pizza locations. Franchisee agrees to comply with all mandatory specifications, standards and operating procedures relating to: (1) type, quality, taste, portions, weight, ingredients, uniformity and manner of preparation and sale of food and beverage products sold by the Location; (2) sales and marketing procedures and customer service; (3) advertising and promotional programs; (4) layout, decor and color scheme of the Location; (5) appearance and dress of employees; (6) safety, maintenance, appearance, cleanliness, sanitation and standards of service and operation of the Location; (7) submission of requests for approval of types and brands of products, supplies and suppliers; (8) hours and days during which the Location will be open for business; (9) use and illumination of signs, posters, displays, standard formats and similar items; (10) identification of Franchisee as the owners of the Location; and (11) reporting of sales and making payments of continuing fees. Mandatory specifications, standards and operating procedures prescribed from time-to-time by the Company in the Operations Manual, or otherwise communicated to Franchisee in writing, shall constitute provisions of this Agreement as if fully set forth in this Agreement. To the extent that this document contains the term "this Agreement", all such references shall be construed to include all such mandatory specifications, standards and operating procedures.

E. COMPLIANCE WITH LAWS AND GOOD BUSINESS PRACTICES

Franchisee shall secure and maintain in force in its name all required licenses, permits and certificates relating to the operation of the Location. Franchisee shall operate the Location in

full compliance with all applicable laws, ordinances and regulations, including, without limitation, all government regulations relating to handling of food products, occupational hazards and health, workers' compensation insurance, unemployment insurance, health insurance for employees and withholding and payment of federal and state income taxes, social security taxes and sales taxes. All advertising and promotion by Franchisee shall be completely factual and tasteful in the judgment of the Company and shall conform to the highest standards of ethical advertising. Franchisee shall in all dealings with its customers, suppliers, distributors, employees, the Company 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 may be injurious to the business of the Company and the goodwill associated with the Marks and other Godfather's Pizza locations. Franchisee shall notify the Company in writing within five (5) days 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 Franchisee or the Location or of any notice of violation of any law, ordinance or regulation relating to the cleanliness or sanitation of the Location.

F. MANAGEMENT OF THE LOCATION AND HIRING, TRAINING AND APPEARANCE OF EMPLOYEES

The Location shall be under the direct supervision at all times of Franchisee (or a shareholder, member or general partner of Franchisee if Franchisee is a corporation, limited liability company or a partnership) or a manager who has successfully completed the Company's initial training program or other approved training. Franchisee shall hire and be the sole employer of all employees of the Location, be exclusively responsible for the terms of their employment, discipline and compensation and for the proper training of such employees in the operation of the Location. Franchisee shall require all Location employees to maintain a neat and clean appearance and to conform to the standards of dress and/or uniforms specified by the Company from time-to-time.

G. INSURANCE

During the term of the Franchise, Franchisee shall maintain in force, under policies of insurance issued by carriers rated "A-X" or better by A.M. Best & Company, Inc.: (1) commercial general liability and product liability insurance against claims for bodily and personal injury, death and property damage caused by or occurring in conjunction with the operation of the Location or otherwise in conjunction with the conduct of business by Franchisee pursuant to this Agreement, including any insurance required by the Company or applicable law in connection with the delivery of products to customers; (2) broad form fire and extended coverage insurance at replacement value for the Location and its contents; and (3) hired/non-owned vehicle coverage, if Franchisee provides delivery services after receiving the Company's approval under this Agreement. Such insurance coverage shall be maintained in such amounts as the Company from time-to-time specifies. The Company may periodically increase the amounts of coverage required under such insurance policies and require different or additional kinds of insurance at any time, including excess liability insurance, to reflect inflation, identification of new risks, changes in law or standards of liability, higher damage awards or other relevant changes in circumstances. Such insurance policies shall insure Franchisee and the Company and

shall provide for thirty (30) days prior written notice to the Company of any material modification, cancellation or expiration of a policy. Each policy of insurance described above will name Company and its subsidiaries, affiliated and parent companies as additional insureds and shall insure the contractual liability of Franchisee under Section 5 of this Agreement.

If Franchisee fails or refuses to maintain required insurance coverage, or to furnish satisfactory evidence thereof, such failure or refusal will be an event of default under this Agreement. The Company, at its option and in addition to or in place of its other rights and remedies under this Agreement, may obtain such insurance coverage on behalf of Franchisee and Franchisee shall fully cooperate with the Company in its effort to obtain such insurance policies, promptly execute all forms or instruments required to obtain any such insurance, allow any inspections of the Location which are required to obtain such insurance and pay to the Company, on demand, any costs and premiums incurred by the Company.

Franchisee's obligations to maintain insurance coverage not be affected in any manner by reason of any separate insurance maintained by the Company, nor shall the maintenance of such insurance relieve Franchisee of any obligations under Section 5 of this Agreement.

H. TECHNOLOGY MATTERS

Franchisee acknowledges that the use of computers and related technology is important in the successful operation of the Location, and is likely to change rapidly during the term of the Agreement. Franchisee will comply with the following requirements in the use of computers and related technology in the operation of the Location, all of which may be changed from time-to-time by the Company either by a change in the Operations Manual or by such other forms of written communications as may be utilized by the Company during the term of this Agreement:

(1) Franchisee will use a computer in the operation of the Location that has (a) the amount of memory as may be specified from time-to-time by the Company; (b) internet services with such capabilities as the Company may require; (c) the ability to operate all software programs as may be required by the Company; and (d) such other capabilities and features as may be specified by the Company;

(2) Franchisee will maintain an email address which Franchisee checks on a regular basis. Franchisee will inform the Company of any changes in this email address at least three (3) days before the effective date of this change;

(3) Upon at least thirty (30) days prior written notice from the Company, Franchisee will install and use from the Location any point of sale cash register system and related equipment and such upgrades and modifications as the Company may require from time-to-time during the term of the Agreement (the "POS System");

(4) Franchisee will submit a report of net sales prepared by such POS System in a form and content specified by the Company along with all payments of continuing fees;

(5) Franchisee will follow all guidelines provided by the Company in connection with the acceptance of debit cards, credit cards and similar methods of

payment from customers, including compliance with such security and data privacy guidelines for information regarding debit cards, credit cards or other methods of payment from customers as the Company mandates from time-to-time during the term of the Agreement or as required by applicable laws;

(6) Franchisee will comply with all of the requirements specified by the Company for the use of Technology Sites, as that term is defined in Section 10.A of this Agreement; and

(7) Franchisee will offer online ordering or similar forms of customer ordering using technological devices only under the terms and conditions provided by the Company to Franchisee.

10. ADVERTISING AND MARKETING

A. BY FRANCHISEE

Franchisee will expend an amount equal to three percent (3%) of weekly net sales to advertise and promote the Location and the name "Godfather's Pizza" through the use of television, radio, newspaper or other form of mass media advertising selected by Franchisee and will expend an additional two percent (2%) of weekly net sales on such mass media or other forms of local advertising and promotion of the Location as are selected by Franchisee and approved by the Company. If the majority of franchised and company-operated Godfather's Pizza locations located in the Designated Market Area ("DMA") of the Location approve the formation of an advertising cooperative or similar entity, the Location will participate in such advertising cooperative or similar entity. In determining whether an advertising cooperative or similar entity will be formed in a DMA each franchised and company-operated location in the DMA will have one vote.

The Company may upon ninety (90) days written notice to Franchisee require that part of the required advertising expenditure described above (up to two percent (2%) of weekly net sales) be paid to the Company. This sum will be used by the Company in the manner described in Section 10.B of this Agreement. Franchisee will from time-to-time upon the request of the Company submit such documentation as may be deemed necessary by the Company in its sole discretion to verify that Franchisee is making the advertising and promotion expenditures required by this Agreement. Any amount paid by Franchisee to an advertising cooperative or to the Company pursuant to this Section 10.A will reduce Franchisee's required advertising expenditure described above.

The Company may, at its sole discretion, provide advertising materials and services to Franchisee, including copies of television and radio commercials, cover designs for print advertising materials and promotional kits. The Company may provide these advertising materials and services either directly or through the use of such third party vendors of advertising products and services as the Company may select from time-to-time during the term of this Agreement in its sole discretion. Franchisee must pay duplicating and development costs for copies of television commercials and radio commercials, must pay an amount approximating the Company's cost for promotional kits and must pay all fees charged by third party vendors

selected by the Company. If Franchisee desires to obtain cover designs for print advertising materials or other materials that differ from the current offers provided by the Company, Franchisee will pay to the Company the Company's then current charges for the preparation of non-standard marketing materials.

Prior to their use Franchisee shall submit samples of all local advertising and marketing materials not prepared or previously approved by the Company by certified mail, email or other method approved by the Company directed to the Company's Marketing Department at least fifteen (15) days in advance of publication or usage. If Franchisee does not receive written disapproval within fifteen (15) days from the date of receipt by the Company of such materials, the Company shall be deemed to have given the required approval. Franchisee shall not use any advertising or marketing materials that the Company has disapproved.

Franchisee shall list the Location in the principal classified directory distributed within its primary trading area, utilizing the Location's standard classified telephone directory advertisement designated by the Company. Such advertising may, with the written approval of the Company, include joint advertising in the appropriate classified directories with other Godfather's Pizza locations.

If Franchisee intends to use a website, social networking site, mobile application, or other means of promotion of its business on the internet, the world wide web or other means of technology, whether now available or developed in the future (collectively referred to as a "Technology Site"), Franchisee will obtain the Company's written approval before commencing to use this Technology Site. Franchisee will provide to the Company the proposed address or other identifying information for such Technology Site. Franchisee agrees to immediately make any changes required by the Company to its Technology Site to provide that the use of the Marks on such Technology Site, information provided about the Godfather's Pizza system and its locations and the advertising and marketing programs of Franchisee are consistent with the Company's then current standards. Franchisee agrees that any coupons or other promotional material made available on any Technology Site shall have clearly defined expiration dates and will clearly specify that such coupons or promotional offers are limited to the Location and any other Godfather's Pizza locations of Franchisee specifically identified in such coupons or promotional offers. Franchisee will be required to follow the Company's then current privacy policy for the use of Technology Sites to safeguard information provided by customers through the use of such Technology Sites.

B. BY THE COMPANY

The Company may, in its sole discretion, establish national or regional advertising and marketing programs upon ninety (90) days written notice to Franchisee. In the event any such advertising program is established, the Company shall maintain and administer an advertising fund (the "Fund"), which may include one or more regional advertising funds. The Company may offer to Franchisee the opportunity to participate in certain national or regional promotional programs in the Company's sole discretion. Franchisee agrees to participate in such programs; but this participation shall not require Franchisee to spend more on advertising than the amounts otherwise described in this Agreement. Franchisee shall contribute to the Fund the amount designated by the Company, not to exceed two percent (2%) of weekly net sales of the Location

(as defined in Section 6.D of this Agreement), payable weekly together with the continuing fees due under this Agreement. All Godfather's Pizza locations owned by the Company shall contribute to the Fund on the same basis as Franchisee; but contributions shall be made only with respect to company-operated stores located in regions in which the Fund is operative. The Company shall have the right at any time, upon ninety (90) days written notice to Franchisee, to increase, decrease or eliminate the amount of such advertising contribution payable by Franchisee, subject to the above limitation. In the event the Company suspends operation of the Fund or any regional or local component of the Fund, the Company shall have the right to resume such operation upon ninety (90) days written notice to Franchisee. The Company shall have the right, upon a majority vote of all Godfather's Pizza locations that are part of any local, regional or national advertising program (one vote may be exercised on behalf of each Godfather's Pizza location whether owned by a franchisee or by the Company), to increase the required contribution to the Fund to an amount in excess of two percent (2%) of the weekly net sales of each Godfather's Pizza location. Such vote shall be binding upon all franchisees that are part of any local, regional or national advertising program.

The Company will direct all such advertising programs financed by the Fund, with sole discretion over the creative concepts, materials and endorsements in these programs, and the geographic, market and media placement and allocation of these programs. Franchisee agrees that the Fund may be used to pay the costs of administering advertising programs, including, without limitation, purchasing television, radio, magazine, billboard, newspaper, online and other media advertising; employing advertising agencies to assist the Company; and providing advertising and marketing materials to Godfather's Pizza locations. If the Company permanently discontinues the operation of the Fund, the Company shall use the remaining amounts in the Fund to defray costs associated with the advertising programs described in this paragraph and the overhead amounts described below.

The Fund will not be an asset of the Company. The Fund also will not be a trust. The Company will hold all Fund contributions for the benefit of the contributors and use contributions only for their permitted purposes (described above). The Company will have no fiduciary obligation to you for administering the Fund. The Company will not use Fund contributions for advertising that principally is a solicitation for the sale of franchises. The Company will prepare an annual, unaudited statement of Fund collections and expenses and give it to you on written request. The Company may incorporate the Fund or operate it through a separate entity. The successor entity will have all of the rights and duties described in this Agreement.

The Fund shall be accounted for separately from all other funds of the Company and shall not be used to defray any of the Company's general operating expenses, except for such reasonable salaries, administrative costs and overhead as the Company may incur in activities reasonably related to the administration of the Fund and its advertising programs, including, without limitation, conducting market research, preparing advertising and promotional materials, clearance costs, legal expenses and collecting and accounting for contributions to the Fund. The Company may spend in any fiscal year an amount greater or less than the aggregate contributions of Godfather's Pizza locations contributing to the Fund in that year. The Company may make loans to the Fund (and the Fund may borrow from the Company or other lenders) bearing reasonable interest to cover any deficits of the Fund. The Company may also cause the Fund to

invest any surplus for future use by the Fund. Franchisee authorizes the Company in its sole discretion to collect and contribute to the Fund any advertising monies or credits due from any supplier to Franchisee. All interest earned or advertising monies contributed to the Fund will be used to pay advertising costs of the Fund. A report of monies collected and costs incurred by the Fund shall be prepared annually by the Company and shall be made available for inspection by Franchisee upon request.

Franchisee understands and acknowledges that the Fund is intended to maximize general public recognition of the Marks and patronage of Godfather's Pizza locations for the benefit of all Godfather's Pizza locations. The Company undertakes no obligation to ensure that expenditures by the Fund are proportionate or equivalent to contributions to the Fund by any Godfather's Pizza location or that any Godfather's Pizza location will benefit directly or in proportion to its contributions to the Fund from the conduct of marketing programs or the placement of advertising. Except as expressly provided in this Paragraph B, the Company assumes no direct or indirect liability or obligation to Franchisee with respect to the maintenance, direction or administration of the Fund.

11. ACCOUNTING, REPORTS AND FINANCIAL STATEMENTS

Franchisee shall establish and maintain at Franchisee's expense an accounting and recordkeeping system conforming to the requirements prescribed by the Company from time-to-time. Franchisee shall furnish to the Company on such forms as are prescribed by the Company from time-to-time: (1) on Wednesday of each week, a report of gross and net sales for the preceding week (Monday through Sunday); (2) within twenty-five (25) days after the end of each calendar quarter an unaudited quarterly and year-to-date profit and loss statement and quarterly balance sheet in the format prescribed by the Company; (3) within ninety (90) days after the end of each fiscal year of the Location, an unaudited annual statement of profit and loss of the Location for the fiscal year and a balance sheet for the Location as of the end of the fiscal year; and (4) within ten (10) days after the Company's request, such other forms, records, books and other information as the Company may require. Each such report and financial statement shall be signed and verified by Franchisee in the manner prescribed by the Company. The Company shall have the right to disclose data derived from such sales reports where the Company determines, in its reasonable business judgment, that such disclosure is necessary or advisable. The Company reserves the right to require Franchisee to have audited or reviewed financial statements prepared on an annual basis. The Company may also require that Franchisee provide information to the Company regarding local market conditions and product pricing by competitors.

12. INSPECTIONS AND AUDITS

A. THE COMPANY'S RIGHT TO INSPECT THE LOCATION

To determine whether Franchisee is complying with this Agreement and with all specifications, quality standards and operating procedures relating to the operation of the Location, the Company or its designated agents shall have the right during normal business hours and without prior notice to Franchisee to: (1) inspect the Location; (2) observe and interview Franchisee and any managers and employees of the Location; and (3) interview customers of the

Location. Franchisee shall present to its customers such evaluation forms as are periodically prescribed by the Company and shall participate and/or request its customers to participate in any marketing surveys performed by or on behalf of the Company. The Company will provide Franchisee with a written report of inspections of the Location.

B. THE COMPANY'S RIGHT TO AUDIT

The Company shall have the right at any time during business hours, and without prior notice to Franchisee, to inspect and audit, or cause to be inspected and audited, the business and accounting records, cash register tapes, computer records, invoices, payroll records, sales and income tax records and returns and other records of the Godfather's Pizza business at the Location and of any entity which holds the Franchise. Franchisee shall fully cooperate with representatives of the Company and independent accountants hired by the Company to conduct any such inspection or audit. Within ten (10) days after receipt of a written request from the Company, Franchisee will provide to the Company copies of its most recent federal and/or state income tax return, the federal and/or state income tax returns of any person who signs a personal guaranty of this Agreement, and sales tax returns for the Location for the period specified in such written notice, not to exceed twenty-four (24) months. In the event any such inspection or audit shall disclose an understatement of the net sales of the Franchise, Franchisee shall pay to the Company, within fifteen (15) days after receipt of the inspection or audit report, the continuing fees and advertising contributions due on the amount of such understatement, plus interest (at the rate and on the terms provided in Section 6.E of this Agreement) from the date originally due until the date of payment. In the event such inspection or audit is made necessary by the failure of Franchisee to furnish reports, supporting records or other required information, or to furnish such reports, records or information on a timely basis, or if an understatement of net sales for the period of any audit (which shall not be for less than four (4) weeks) is greater than five percent (5%) Franchisee shall reimburse the Company for the cost of such audit or inspection, including, without limitation, the charges of any independent accountants and attorneys and the travel expenses, room and board and compensation of employees of the Company. Franchisee's understatement of net sales by greater than five percent (5%) and payment of continuing fees on such understated sales will be considered a cured default for purposes of Section 15.B(8) of this Agreement. The foregoing remedies shall be in addition to all other remedies and rights of the Company under this Agreement or under applicable law.

13. ASSIGNMENT

A. BY THE COMPANY

This Agreement and the Franchise are fully assignable by the Company and shall inure to the benefit of any assignee or other legal successor to the interest of the Company in this Agreement.

B. FRANCHISEE MAY NOT ASSIGN WITHOUT APPROVAL OF THE COMPANY

Franchisee understands and acknowledges that the rights and duties created by this Agreement are personal to Franchisee or its owners and that the Company has granted the

Franchise in reliance upon the individual or collective character, skill, aptitude, attitude, business ability and financial capacity of Franchisee or its owners. Therefore, neither the Franchise (or any interest in the Franchise), the Location, or in the case of a Non-Traditional Location that portion of the Location used for the sale of Godfather's Pizza products, nor any part or all of the ownership of Franchisee may be transferred without the prior written approval of the Company and any such assignment or transfer without such approval shall constitute a breach hereof and convey no rights to or interests in the Franchise. As used in this Agreement the term "transfer" shall mean the voluntary, involuntary, direct or indirect assignment, sale or other transfer by Franchisee or its owners of any interest in: (1) this Agreement; (2) the Franchise; (3) the ownership of Franchisee; or (4) the Location. An assignment, sale or other transfer shall include: (a) the transfer of ownership or capital stock, membership interests, partnership interests or other ownership interests; (b) merger or consolidation or issuance of additional securities representing an ownership interest in Franchisee; (c) any sale of capital stock of Franchisee, any security convertible to capital stock, or units of ownership of a non-corporate Franchisee; (d) transfer of an interest in Franchisee, this Agreement, the Franchise or the Location, in a divorce, insolvency, dissolution proceeding or otherwise by operation of law; or (e) transfer of an interest in this Agreement, the Franchise, Franchisee, or the Location in the event of the death of Franchisee or an owner of Franchisee, by will, declaration of or transfer in trust, or under the laws of intestate succession or the disability of Franchisee or an owner of Franchisee. All issued and outstanding stock certificates or other documents indicating ownership in an entity other than a corporation shall bear a legend reflecting or referring to the restrictions of Section 13.B and 13.C. The proposed transferee must comply with all requirements of this Agreement for a transfer, but may be required to sign a new Franchise Agreement in the Company's then-current form. This new Franchise Agreement will be for a term of either five (5) years from the effective date of the assignment or for the remainder of the term of the existing Franchise Agreement, as determined by the Company in the sole exercise of its discretion. The signing of a new form of Franchise Agreement by the proposed transferee shall not serve to release the guarantees provided by the owners of the existing Franchisee, unless GPI specifically agrees in writing to a release in its sole discretion.

C. CONDITIONS FOR APPROVAL OF ASSIGNMENT

The Company shall not unreasonably withhold its approval of an assignment that meets all of the applicable requirements of this Section 13.C. The proposed transferee or its owners must be individuals of good moral character and otherwise meet the Company's then applicable standards for franchisees. If the transfer is of the Franchise, or of a controlling interest in Franchisee, or is one of a series of transfers which in the aggregate constitute the transfer of a controlling interest in Franchisee, all of the following conditions must be met prior to, or concurrently with, the effective date of the assignment: (a) the assignee must have sufficient business experience, aptitude and financial resources to own and operate the Location; (b) the transferee must execute the Company's then standard franchise agreement if required by the Company (which may provide for different rights and obligations than are provided by this Agreement); (c) Franchisee must pay, or the transferee must give assurance of payments and performance satisfactory to the Company of, such continuing fees, advertising contributions, amounts owed for purchases by Franchisee from the Company and any other amounts owed to the Company which are then unpaid; (d) Franchisee must submit all reports and statements required by Section 11 of this Agreement to the extent that Franchisee has failed to previously

submit such reports and statements; (e) the assignee or its designated managers must have completed the Company's initial training program to the satisfaction of the Company; (f) Franchisee must return to the Company the Operations Manual loaned by the Company to Franchisee; (g) the lessor of the Location must have consented to the assignment or sublease of the Location to the assignee, or the assignee must secure a substitute Location approved by the Company; (h) if Franchisee finances any part of the sale price of the transferred interest, Franchisee and its owners agree that all obligations of the transferee under or pursuant to any promissory notes, agreements or security interests reserved by Franchisee or its owners in the assets of the Location shall be subordinate to the obligations of the transferee to pay continuing fees, advertising contributions and other amounts due to the Company and its affiliates, and otherwise to comply with this Agreement or the franchise agreement executed by the transferee; (i) Franchisee or the assignee must pay a training and assignment fee to the Company in an amount equal to Three Thousand Dollars (\$3,000.00); (j) Franchisee and its owners must execute a general release, in form satisfactory to the Company, of any and all claims against the Company and its officers, directors, employees and agents; (k) the Company must approve the material terms and conditions of such assignment, including, without limitation, that the price and terms of payment are not so burdensome as to adversely affect the future operations of the Location by the assignee; and (l) Franchisee, its owners, members of its management team and members of the immediate families of any of them must execute a non-competition covenant in favor of the Company and the assignee, agreeing that for a period of two (2) years, commencing on the effective date of the assignment, Franchisee and its owners will not have any interest as an owner, investor, partner, member, manager, director, officer, employee, consultant, representative or agent, or in any other capacity in any location or business offering pizza or other products similar to the products then being offered by Godfather's Pizza locations if such business is located or operating within a ten (10) mile radius of the Location or within a ten (10) mile radius of any Godfather's Pizza location in operation or under construction on the effective date of such assignment.

D. EFFECT OF CONSENT TO ASSIGNMENT

The Company's consent to an assignment of the Franchise or any interest in Franchisee subject to the restrictions of this Section 13 shall not constitute a waiver of any claims it may have against the assignor, nor shall it be deemed a waiver of the Company's right to demand exact compliance with any of the terms or conditions of the Franchise by the assignee.

E. THE COMPANY'S RIGHT OF FIRST REFUSAL

If Franchisee or its owners shall at any time determine to sell or otherwise transfer all of Franchisee's interest in the Location, other than a Non-Traditional Location, or all ownership interests in a Franchisee of a Traditional Location, Franchisee or its owners shall obtain a bona fide, executed written offer from a responsible and fully disclosed purchaser and shall submit a complete copy of such offer to the Company along with such additional information regarding the offer and the purchaser as the Company may request. The Company shall have the right, exercisable by written notice delivered to Franchisee or its owners within thirty (30) days from the date of delivery of such offer to the Company, to purchase all of such interest in the Location or all of such ownership interests in Franchisee for the price and on the terms and conditions contained in such offer, but the Company may substitute cash for any form of payment proposed

in such offer and shall have not less than sixty (60) days to prepare for closing. The Company's credit shall be deemed equal to the credit of any proposed purchaser. If the Company does not exercise its right of first refusal, Franchisee or its owners may complete the sale to such purchaser pursuant to and on the terms of such offer, subject to the Company's approval of the purchaser as provided in this Section 13, but if the sale to such purchaser is not completed within one hundred twenty (120) days after delivery of such offer to the Company, or there is any material change in the terms of the sale, the Company shall again have the right of first refusal granted under this section. The Company's right of first refusal shall not apply to the sale or transfer of an interest in Franchisee or the Location to a member of a Franchisee's (or its owners') immediate family (other than a transfer of a controlling interest in Franchisee) or between or among the owners of Franchisee.

14. RENEWAL

A. FRANCHISEE'S RIGHT TO RENEW

If upon expiration of the initial term of the Franchise: (1) Franchisee has substantially complied with all provisions of this Agreement, and any Area Development Agreement and any other agreement with the Company; and (2) (a) Franchisee maintains possession of and agrees to refurbish the Location as required by Company; or (b) if Franchisee is unable to maintain possession of the Location, or if in the judgment of the Company the Location should be relocated, Franchisee secures a substitute Location approved by the Company and Franchisee agrees to develop such substitute Location in compliance with then applicable standards utilized in the grant of franchises for Godfather's Pizza locations; then Franchisee shall have the right to renew the Franchise only for one additional term of five (5) years. Franchisee must pay a renewal fee of One Thousand Dollars (\$1,000.00) for a Non-Traditional Location and Two Thousand Dollars (\$2,000.00) for a Traditional Location (including a delivery/carryout location), which must be paid in full before the first day of the renewal term of the Agreement. No part of any renewal fee paid by Franchisee will be refunded by the Company upon termination of this Agreement.

B. NOTICE OF RENEWAL AND NONRENEWAL

Franchisee shall give the Company written notice of Franchisee's desire to exercise the option to renew at least one hundred eighty (180) days and not more than two hundred forty (240) days prior to the expiration of the term of this Agreement. The Company agrees to give Franchisee written notice of any deficiencies in Franchisee's operation of the Location which could cause the Company not to renew the Franchise within ninety (90) days after receipt by the Company of written notice from Franchisee of an election to renew the Franchise. Such notice shall state what actions Franchisee must take to correct the deficiencies in Franchisee's operation of the Location and shall specify the time period in which such deficiencies must be corrected. Renewal of the Franchise shall be conditional upon Franchisee's continued compliance with all of the terms and conditions of this Agreement up to the date of expiration. In the event the Company fails to give Franchisee notice of deficiencies in Franchisee's operation of the Location within ninety (90) days after receipt of Franchisee's election to renew the Franchise, the Company may extend the term of this Agreement for such period of time as is necessary in order

to provide Franchisee reasonable time to cure deficiencies or to give the minimum notice of nonrenewal required under this Agreement.

C. RENEWAL AGREEMENTS/RELEASES

To renew the Franchise, the Company, Franchisee and its owners shall execute the then current form of standard franchise agreement and any ancillary agreements then used by the Company in the grant or renewal of franchises for the ownership and operation of a Godfather's Pizza location, and Franchisee and its owners shall execute general releases (to the extent permitted by applicable law), in form satisfactory to the Company, of any and all claims against the Company and its officers, directors, employees and agents. Failure by Franchisee and its owners to sign such agreements and releases within thirty (30) days after delivery thereof to Franchisee shall be deemed an election by Franchisee not to renew the Franchise.

15. TERMINATION OF FRANCHISE

A. BY FRANCHISEE

If Franchisee is in substantial compliance with this Agreement and the Company breaches this Agreement and fails to cure such breach within thirty (30) days after written notice thereof is delivered to the Company, Franchisee may terminate this Agreement effective ten (10) days after delivery to the Company of notice thereof. A termination of this Agreement by Franchisee for any reason other than breach of this Agreement by the Company and the Company's failure to cure such breach within thirty (30) days after receipt of written notice thereof shall be deemed a termination by Franchisee without cause.

B. BY THE COMPANY

This Agreement shall automatically terminate without an opportunity to cure upon delivery of notice of termination to Franchisee, if Franchisee or any of its owners:

- (1) abandons, surrenders, fails to actively operate or transfers control of the operation of the Location without the Company's consent, other than a temporary closing of the Location following a fire, weather related damage or similar causes for a period of time approved by the Company in writing in the sole exercise of its discretion;
- (2) suffers cancellation of or termination of the lease of the Location;
- (3) has made any material misrepresentation or omission in Franchisee's application for the Franchise;
- (4) is convicted by a trial court of or pleads guilty or no contest to a felony, or another crime or offense that is likely to adversely affect the reputation of Franchisee, the Location, other Godfather's Pizza locations or the Company;
- (5) makes an unauthorized transfer of the Franchise or an ownership interest in Franchisee;

(6) makes any unauthorized use or disclosure of any Confidential Information or uses, duplicates or discloses any portion of the Operations Manual in violation of this Agreement;

(7) fails or refuses to comply with any mandatory specification, standard or operating procedure prescribed by the Company relating to the cleanliness or sanitation of the Location, violates any health, safety or sanitation law, ordinance or regulation, or continues to sell a product or service after being informed in writing by the Company that such product or service is not approved for sale at the Location, and does not correct such failure, refusal or violation within seventy-two (72) hours after written notice thereof is delivered to Franchisee;

(8) fails on three (3) or more separate occasions during the term of the Agreement, including any extension thereof, to submit when due reports or other data, information or supporting records, to pay when due the continuing fees, advertising contributions or other payments due to the Company or its affiliates, or otherwise fails to comply with this Agreement, whether or not such failures to comply are corrected after notice thereof is delivered to Franchisee;

(9) fails to pay in a timely manner federal, state, or local taxes including but not limited to income tax, payroll tax, sales tax, licenses and permits; or

(10) violates any Anti-Terrorism Laws, as that term is defined in Section 17.J of this Agreement.

In addition to the foregoing, this Agreement shall terminate without further action by the Company or notice to Franchisee, if Franchisee or its owners:

(1) fail to pay the initial fee for the Location within five (5) days after opening, fail to accurately report the gross or net weekly sales of the Location or fail to make payments of any amount due to the Company for continuing fees, advertising contributions or any other amounts due to the Company or its affiliates under this Agreement or any other agreement, and do not correct any of such failures within ten (10) days after written notice of such failure is delivered to Franchisee; or

(2) fail to comply with any other provision of this Agreement or any mandatory specification, standard or operating procedure prescribed by the Company and do not correct such failure within five (5) days after written notice of such failure to comply is delivered to Franchisee if such failure relates to the use of any Mark, failure to provide then current insurance certificates showing that Franchisee has in effect all insurance coverage required by this Agreement, or to the quality of the food and beverage products used or sold at the Location, and does not correct any other failure to comply with any provisions of this Agreement within thirty (30) days after written notice of such failure to comply is delivered to Franchisee.

Any breach or default by Franchisee under the terms of any other Franchise Agreement or Agreement for License and Service entered into by Franchisee (or any

affiliate of Franchisee) and the Company will constitute and may be treated as a default under this Agreement as well.

16. RIGHTS AND OBLIGATIONS OF THE COMPANY AND FRANCHISEE UPON TERMINATION OR EXPIRATION OF FRANCHISE

A. PAYMENTS OF AMOUNTS OWED TO THE COMPANY

Franchisee agrees to pay to the Company within fifteen (15) days after the effective date of termination or expiration of the Franchise, or such later date that the amounts due to the Company are determined, such continuing fees, advertising contributions, amounts owed for purchases by Franchisee from the Company or its affiliates, interest due on any of the foregoing and all other amounts owed to the Company or its affiliates which are then unpaid. In addition to the Company's other remedies under this Agreement and under applicable law, including other forms of damages, Company may require Franchisee to pay to the Company in the event Franchisee terminates this Agreement without cause liquidated damages equal to the amount of continuing fees payable by Franchisee for the last six (6) complete calendar months before the date of such termination. Franchisee acknowledges and agrees that the actual damages to the Company in connection with a termination of this Agreement without cause by Franchisee are very difficult to ascertain, and that the amount described in the previous sentence represents a reasonable estimate of such damages.

B. MARKS

Franchisee agrees that after the termination or expiration of this Agreement, Franchisee and its owners will: (1) not directly or indirectly at any time or in any manner identify themselves or any business as a current or former Godfather's Pizza location, or as a licensee or franchisee of or as otherwise associated with the Company, or use any Mark, any colorable imitation thereof or other indicia of a Godfather's Pizza location in any manner or for any purpose, or utilize for any purpose any trade name, trade or service mark or other commercial symbol that suggests or indicates a connection or association with the Company; (2) remove within seven (7) days after the termination or expiration of this Agreement all interior and exterior signs, sign-faces and return to the Company or destroy all advertising materials and other materials containing any Mark or otherwise identifying or relating to a Godfather's Pizza location; (3) make such other interior and exterior design and appearance changes as the Company determines to be necessary to distinguish the Location from a Godfather's Pizza location; (4) take such action as may be required to cancel all fictitious or assumed name or equivalent registrations relating to Franchisee's use of any Mark; (5) change the telephone number of the Location, other than a Non-Traditional Location; (6) take down, or arrange for the Company to assume the operation of, any website, social networking site pages or mobile applications or eliminate from any websites, social networking sites or mobile applications any references to the Company (including but not limited to references in website or social networking addresses), the Marks, or the fact that Franchisee was a former Godfather's Pizza franchisee; and (7) furnish to the Company, within thirty (30) days after the effective date of termination or expiration, evidence satisfactory to the Company of Franchisee's compliance with the foregoing obligations. If Franchisee fails to take the actions described in (2) above within seven (7) days after the termination or expiration of this Agreement, the Company shall have the

right to enter the Location at Franchisee's expense to remove all of the items described in (2) above without being guilty of trespass or tort of any kind.

C. CONFIDENTIAL INFORMATION

Franchisee agrees that upon termination or expiration of the Franchise, Franchisee will immediately cease to use any Confidential Information of the Company disclosed to Franchisee pursuant to this Agreement in any business or otherwise, and return to the Company all copies of the Operations Manual and any other confidential materials which have been loaned to Franchisee by the Company, or at the Company's option will delete all electronic copies and destroy all paper copies of any Confidential Information, including the Operations Manual, and provide a statement that Franchisee has deleted and destroyed such copies.

D. THE COMPANY HAS RIGHT TO LEASE THE LOCATION

Upon termination of this Agreement following an uncured default by Franchisee or expiration of this Agreement, the Company will have the right for itself or for any other person to acquire by assignment of lease, by lease, or by any other reasonable means the right to use the Location (other than a Non-Traditional Location) for operation of a Godfather's Pizza location or to execute a franchise agreement for the Location with any other person. Franchisee agrees to sign and to cause the lessor of the Location to sign, a lease addendum in form and content satisfactory to the Company permitting the Company or its designee to acquire the right to use the Location and the right to enter the Location after termination or expiration of this Agreement to remove all items bearing the Company's trademarks or other intellectual property.

E. COVENANT NOT TO COMPETE

Upon termination or expiration of this Agreement, Franchisee and each of its owners agree that for a period of two (2) years, commencing on the effective date of expiration or termination, or the date on which Franchisee ceases to conduct business, whichever is later, neither Franchisee, any shareholder, member or partner (if Franchisee is a corporation, limited liability company or partnership), members of the management team of Franchisee, nor any member of the immediate family of Franchisee or any shareholder, member, partner or management team member of Franchisee will have any direct or indirect interest as an owner, investor, partner, director, officer, employee, consultant, representative or agent, or in any other capacity in any location or business offering pizza or other products similar to the products then being offered by Godfather's Pizza locations if such business is located or operating at the Location, within a ten (10) mile radius of the Location or within a ten (10) mile radius of any other Godfather's Pizza location in operation or under construction on the effective date of expiration or termination.

F. CONTINUING OBLIGATIONS

All obligations of the Company and Franchisee which expressly or by their nature survive the expiration or termination of this Agreement shall continue in full force and effect subsequent to and notwithstanding its expiration or termination and until they are satisfied in full or by their nature expire.

17. ENFORCEMENT

A. SEVERABILITY AND SUBSTITUTION OF VALID PROVISIONS

Except as otherwise expressly stated in this Agreement, each section and provision of this Agreement, and any portion thereof, shall be considered severable. If any provision of this Agreement is held to be invalid in a final ruling in a proceeding to which the Company is a party, that ruling shall not impair the operation of, or have any other effect upon, the other portions of this Agreement as may remain otherwise intelligible, which shall continue to be given full force and effect and bind the parties. To the extent that Section 13.C (1), Section 16.E, or any clause thereof, is deemed unenforceable by virtue of its scope in terms of area, business activity prohibited and/or length of time, but could be enforceable by reducing any or all thereof, Franchisee and the Company agree that they shall be enforced to the fullest extent permissible under the laws applied in the jurisdiction in which enforcement is sought. If any applicable law or rule of any jurisdiction requires a greater prior notice of the termination of or refusal to renew than is required under this Agreement, or the taking of some other action not required under this Agreement, or if under any applicable law or rule of any jurisdiction, any provision of this Agreement or any specification, standard or operating procedure prescribed by the Company is invalid or unenforceable, the prior notice and/or other action required by such law or rule shall be substituted for the comparable provisions of this Agreement, and the Company shall have the right, in its sole discretion, to modify such invalid or unenforceable provision, specification, standard or operating procedure to the extent required to be valid and enforceable.

B. WAIVER OF OBLIGATIONS

The Company and Franchisee may in writing unilaterally waive or reduce any obligation of or restriction upon the other under this Agreement, effective upon delivery of written notice to the other or such other effective date stated in the notice of waiver. Any waiver granted by the Company shall be without prejudice to any other rights the Company may have, will be subject to continuing review by the Company and may be revoked, in the Company's sole discretion, at any time and for any reason, effective upon delivery to Franchisee of ten (10) day's prior written notice. The Company and Franchisee shall not be deemed to have waived or impaired any right, power or option reserved by this Agreement (including, without limitation, the right to demand exact compliance with every term, condition and covenant, or to declare any breach thereof to be a default and to terminate the Franchise prior to the expiration of its term), because of any failure, refusal or neglect of the Company or Franchisee to exercise any right under this Agreement or to insist upon exact compliance by the other with its obligations under this Agreement, including, without limitation, any mandatory specification, standard or operating procedure; any waiver, forbearance, delay, failure or omission by the Company to exercise any right, power or option, whether of the same, similar or different nature, with respect to other Godfather's Pizza locations; or the acceptance by the Company of any payments due from Franchisee after any breach of this Agreement. Neither the Company nor Franchisee shall be liable for loss or damage or be in breach of this Agreement for its failure to perform its obligations resulting from: (1) transportation shortages, inadequate supply of equipment, merchandise, supplies, labor, material or energy, or the voluntary foregoing of the right to acquire or use any of the foregoing in order to accommodate or comply with the orders, requests, regulations, recommendations or instructions of any federal, state or municipal government or

any department or agency; (2) compliance with any law, ruling, order, regulation, requirement or instruction of any federal, state, or municipal government or any department or agency; (3) acts of God; (4) fires, strikes, embargoes, war or riot; or (5) any other similar event or cause. Any delay resulting from any of these causes shall extend performance accordingly or excuse performance, in whole or in part, as may be reasonable, except that these causes shall not excuse payments of amounts owed at the time of such occurrence or payment of continuing fees and other amounts due on any sales thereafter.

C. INJUNCTIVE RELIEF

Nothing contained in this Agreement shall bar the Company's or Franchisee's right to obtain injunctive relief against actual or threatened conduct that will cause it irreparable loss or damages, under customary equity rules. Franchisee and the Company agree that each may have such injunctive relief, without bond, but upon due notice, in addition to any other relief as may be available at equity or law (all claims for damages by reason of the wrongful issuance of any such injunction are expressly waived by the Company and Franchisee).

D. RIGHTS OF PARTIES ARE CUMULATIVE

The rights of the Company and Franchisee under this Agreement are cumulative and no exercise or enforcement by the Company or Franchisee of any right or remedy under this Agreement shall preclude the exercise or enforcement by the Company or Franchisee of any other right or remedy under this Agreement or which the Company or Franchisee is entitled by law or equity to enforce, including the right of the Company to seek an award for the amount of continuing fees and advertising payments the Company would have been entitled to receive during the remainder of the term of this Agreement if the Company had not terminated the Agreement following a default by Franchisee.

E. COSTS AND ATTORNEY'S FEES

If a claim for amounts owed by Franchisee to the Company is asserted in any legal proceeding before a court of competent jurisdiction, or if the Company or Franchisee is required to enforce this Agreement in a judicial proceeding, the party prevailing in such proceeding shall be entitled to reimbursement of its costs and expenses, including reasonable accounting and legal fees.

F. GOVERNING LAW/CONSENT TO JURISDICTION

Except to the extent governed by the United States Trademark Act (Lanham Act, 15 U.S.C. Sections 1051 et seq.), or by the franchise laws of the state of the Location, this Agreement and the Franchise shall be governed by the laws of the State of Nebraska. Franchisee agrees that the Company may institute any action against Franchisee arising out of or relating to this Agreement in any state or federal court of general jurisdiction in the State of Nebraska and Franchisee irrevocably submits to the jurisdiction of such courts and waives any objection he or she may have to either the jurisdiction or venue of such court.

G. BINDING EFFECT

This Agreement is binding upon the parties and their respective executors, administrators, heirs, assigns and successors in interest, and shall not be modified except by written agreement signed by authorized representatives of both Franchisee and the Company.

H. CONSTRUCTION

The preambles and exhibits are a part of this Agreement, which constitutes the entire agreement of the parties, and there are no other oral or written understandings or agreements between the Company and Franchisee relating to the subject matter of this Agreement; however, nothing in this Agreement or in any other agreement is intended to disclaim any representations made by the Company in its Franchise Disclosure Document. Nothing in this Agreement is intended, nor shall be deemed, to confer any rights or remedies upon any person or legal entity not a party to this Agreement. Except where this Agreement expressly obligates the Company to reasonably approve or not unreasonably withhold its approval of any action or request by Franchisee, the Company has the absolute right to refuse any request by Franchisee or to withhold its approval of any action by Franchisee. The headings of the sections and paragraphs of this Agreement are for convenience only and do not define, limit or construe the contents of such sections or paragraphs. The term "Franchisee" is applicable to one or more persons, a corporation, limited liability company or a partnership, as the case may be, and the singular usage includes the plural and the masculine and neuter usages include the other and the feminine. If two or more persons are at any time Franchisee, whether or not as partners or joint venturers, their obligations and liabilities to the Company shall be joint and several. References to a controlling interest in Franchisee shall mean fifty percent (50%) or more of the equity or voting control of Franchisee. This Agreement may be executed in multiple counterpart copies, each of which shall be deemed an original.

I. GUARANTY

All owners of Franchisee, including any new owners of Franchisee approved under the terms of Section 13.B, shall sign the Owners' Guaranty and Assumption of Franchisee's Obligations attached to this Agreement within five (5) days after acquiring an ownership interest in Franchisee.

J. COMPLIANCE WITH ANTI-TERRORISM LAWS

Franchisee and Franchisee's owners agree to comply, and to assist the Company to the fullest extent possible in its efforts to comply, with Anti-Terrorism Laws (defined below). Franchisee and Franchisee's owners certify, represent, and warrant that none of their property or interests is subject to being blocked under, and that Franchisee and Franchisee's owners otherwise are not in violation of, any of the Anti-Terrorism Laws. "Anti-Terrorism Laws" mean Executive Order 13224 issued by the President of the United States, the USA PATRIOT Act, and all other present and future federal, state and local laws, ordinances, regulations, policies, lists, and other requirements of any governmental authority addressing or in any way relating to terrorist acts and acts of war. Any violation of the Anti-Terrorism Laws by Franchisee or

Franchisee's owners, or any blocking of Franchisee or Franchisee's owners' assets under the Anti-Terrorism Laws, shall constitute good cause for immediate termination of this Agreement.

18. NOTICES AND PAYMENTS

All written notices permitted or required to be delivered by the provisions of this Agreement or of the Operations Manual shall be deemed so delivered at the time delivered by hand, one (1) business day after placement with a nationally recognized overnight delivery service or three (3) business days after placement in the United States Mail by Certified Mail, Return Receipt Requested, postage prepaid and addressed to the party to be notified at its most current principal business address of which the notifying party has been notified. All payments and reports required by this Agreement shall be directed to the Company at the address notified to Franchisee from time-to-time, or to such other persons and places as the Company may direct from time-to-time. Any required payment or report not actually received by the Company during regular business hours on the date due (or postmarked by postal authorities at least two (2) days prior to the due date) shall be deemed delinquent.

The parties have executed and delivered this Agreement in counterparts on the day and year first written above.

GODFATHER'S PIZZA, INC.

FRANCHISEE:

By _____

Name: _____

Title: _____

Date: _____

By _____

Name: _____

Title: _____

Date: _____

EXHIBIT "A"

OWNER'S GUARANTY AND ASSUMPTION OF
FRANCHISEE'S OBLIGATIONS

In consideration of, and as an inducement to, the execution of the preceding Franchise Agreement (the "Agreement") by Godfather's Pizza, Inc. (the "Company"), each of the undersigned hereby personally and unconditionally: (1) guarantees to the Company and its successors and assigns, for the term of the Agreement and thereafter as provided in the Agreement, that _____ ("Franchisee") shall punctually pay and perform each and every undertaking, agreement and covenant set forth in the Agreement; and (2) agrees to be personally bound by, and personally liable for the breach of, each and every provision in the Agreement. Each of the undersigned waives:

- (1) acceptance and notice of acceptance by the Company of the foregoing undertakings;
- (2) notice of demand for payment of any indebtedness or nonperformance of any obligations hereby guaranteed;
- (3) protest and notice of default to any party with respect to the indebtedness or nonperformance of any obligations hereby guaranteed;
- (4) any right he or she may have to require that an action be brought against Franchisee or any other person as a condition of liability; and
- (5) any and all other notices and legal or equitable defenses to which he or she may be entitled.

Each of the undersigned consents and agrees that:

- (1) his or her direct and immediate liability under this guaranty shall be joint and several;
- (2) he or she shall render any payment or performance required under the Agreement upon demand if Franchisee fails or refuses punctually to do so;
- (3) such liability shall not be contingent or conditioned upon pursuit by the Company of any remedies against Franchisee or any other person;
- (4) such liability shall not be diminished, relieved or otherwise affected by any extension of time, credit or other indulgence which Company may from time-to-time grant to Franchisee or to any other person, including without limitation the acceptance of any partial payment or performance, or the compromise or release of any claims, none of which shall in any way modify or amend this guaranty, which shall be continuing and irrevocable during the term of the Agreement and each successive extension thereof; and

(5) this Guaranty is a guaranty of payment and performance (and not of collection) and shall remain in full force and effect until payment and performance in full of each and every guaranteed payment and guaranteed obligation.

IN WITNESS WHEREOF, each of the undersigned has affixed his or her signature on the same day and year as the Agreement was executed.

GUARANTOR(S)

Printed Name(s): _____

EXHIBIT "B-2"

GODFATHER'S PIZZA, INC.

**AGREEMENT
FOR
AREA DEVELOPMENT**

COMPANY: GODFATHER'S PIZZA, INC.

DEVELOPER

DEVELOPMENT AREA:

GODFATHER'S PIZZA, INC.

AGREEMENT

for

AREA DEVELOPMENT

This AGREEMENT, made effective _____, by and between

GODFATHER'S PIZZA, INC.

Company,

and

Developer,

Company engages in the franchising of restaurant operations under the name, "Godfather's Pizza"; and Developer proposes to enter into this Agreement to develop such restaurants;

Now, Therefore, in consideration of the charges and development fees paid or to be paid and of the matters herein recited and their mutual promises exchanged in this Agreement, the receipt and sufficiency of which the parties hereby acknowledge;

IT IS AGREED by and between Company and Developer as follows:

1. **General Matters:** The provisions of the Franchise Agreement will apply in this Agreement with the following modifications:

a. **Original Definitions and Other Usage:** As used in this Agreement and repeated from the attached format of Franchise Agreement and unless otherwise required by the context, expressions defined in the Franchise Agreement will have in this Agreement as to Developer the respective meanings as to Franchisee as indicated in the Franchise Agreement.

b. Further Definitions: As used in this Agreement and unless otherwise required by the context, certain additional expressions will have the following indicated meanings:

(1) "Agreement" will mean the contractual arrangement between Company and Developer as evidenced by the provisions of this document, as originally executed or as from time to time thereafter modified by any additional amendatory or supplementary provisions.

(2) "Balance of initial franchise fee" will mean for each franchised location for which a Franchise Agreement is issued the remainder, if any, of the initial franchise fee therefor under the provisions of such Franchise Agreement whose amount is indicated in the schedule attached to this Agreement as Exhibit "A".

(3) "Commencement of development" will mean for any development location proposed by Developer and approved by Company the completion of acquisition by or for Developer through lease, option, purchase, or otherwise of the right to build and operate thereon a restaurant.

(4) "Company" will mean Godfather's Pizza, Inc., a Delaware business corporation, with its principal office in Omaha, Douglas County, Nebraska, or any permitted assign, successor, or representative.

(5) "Completion of development" will mean for any development location proposed by Developer and approved by Company for which a Franchise Agreement has been issued the commencement of business by Developer as Franchisee under such Franchise Agreement.

- (6) "Developer" will mean, _____ or any permitted assign, successor, or representative.
- (7) "Development area" will mean all of that territorial area described in the attached Exhibit "A".
- (8) "Development fee" will mean for the development area the amount indicated in the attached Exhibit "A".
- (9) "Development location" will mean any potential franchised location within the development area as proposed by Developer and approved by Company under the provisions of this Agreement.
- (10) "Effective date" will mean the effective date of the original execution of this document.
- (11) "Franchise Agreement" will mean for any development location proposed by Developer and approved by Company the Franchise Agreement between Company and Developer as Franchisee with provisions identical or substantially similar to those in the attached Exhibit "B".
- (12) "Governing law" will mean for interstate franchise regulation or other matters subject to jurisdiction of the Federal Trade Commission or for any other specific interstate matter subject to concurrent or exclusive federal jurisdiction the applicable federal law, regulations, and rules of the United States, will mean for intrastate franchise regulation or any other specific intrastate matter subject to concurrent or exclusive jurisdiction of the state or states of the development area the applicable state law, regulations, and

rules of such state, and will mean for all other matters the applicable law specified under the provisions of this Agreement.

(13) "Interest in Developer" will mean the ownership of all or any part of the equity of a sole proprietorship, the units of ownership of a general or limited partnership or limited liability company, the equity securities of a corporation, the units of ownership of a joint venture, or any other form of ownership of all or any part or parts of the equity of Developer.

(14) "Like agreement" will mean an agreement between Company and Developer or any other person or persons for an arrangement similar to the arrangement effected by this Agreement as to a territory other than the development area with provisions similar to the provisions of this Agreement.

(15) "Like developer" will mean any person or persons other than Developer with whom Company has entered into a like agreement.

(16) "Managerial personnel" will mean those individuals employed by Developer at each of Developer's franchised locations whose employment function includes but is not limited to the management of day-to-day operation of the franchised location.

(17) "Managerial personnel training program" will mean a program of content and format to the satisfaction of Company for training proposed managerial personnel of Developer as Franchisee and of like franchisees provided by or for Company to educate and instruct such personnel in the

proper exercise of the functions of such positions with Developer as Franchisee.

(18) "Market promotion records" will mean the promotion records for all franchised locations for which a Franchise Agreement has been issued to Developer as Franchisee together with all original invoices, records, statements, and all other business data, computer compilations, information, and materials constituting identification or substantiation for all advertising campaigns and other advertising and promotion permitted or required to be effected by Developer.

(19) "Non-public entity" will mean Developer or any other person for so long as such person is not a public entity.

(20) "Public entity" will mean Developer or any other person for so long as such person is subject to the jurisdiction of the Securities and Exchange Commission or to governing law securities regulations.

(21) "Supervisory personnel" will mean any one or more individuals employed by Developer in any supervisory capacity over any two or more franchised locations of Developer as Franchisee and any one or more individuals employed by Developer in any capacity responsible for the training and general supervision of other employees of Developer as Franchisee.

(22) "Supervisory personnel training program" will mean a program of content and format to the satisfaction of Company for training proposed supervisory personnel of Developer and of like developers devised and

provided or approved by Company to educate and instruct such personnel in the proper exercise of the functions of such positions with Developer.

(23) "Transfer" will mean any direct or indirect assignment, creation of a security interest, encumbrance, gift, mortgage, pledge, sale or other form of conveyance of an interest in Developer.

c. Divisions and Titles: As used in this Agreement for convenience only, the division of the text into separate Paragraphs and subordinate parts and the titles thereof will have no independent effect upon the application or construction of the provisions of this Agreement.

d. Original, Counterparts, and Copies: Company will keep and maintain custody of the executed original or any executed counterpart of this document and of each exhibit; and any person may rely upon and treat as the executed original thereof any executed counterpart of this document or of any exhibit of additional amendatory or supplementary provisions with the certificate of Company to the effect that such document then comprises an accurate and complete copy of the original document and of all subsequent exhibits of additional amendatory or supplementary provisions.

e. Conflict of Provisions: The provisions of this Agreement will supersede the provisions of the attached format of Franchise Agreement and of any Franchise Agreement issued to the extent required for resolution of any discrepancy or other inconsistency between such provisions.

f. Relationship of Company and Developer: Developer will be and remain an independent contractor under this Agreement without any expressed or implied

authority or power as agent or otherwise to act for or bind Company; and Company will have no fiduciary, employment or other relationship with Developer, except for the contractual relationship expressed by the provisions of this instrument, and no liability or other responsibility to Developer and its secured or unsecured creditors or to any other person or persons for the financial or other commercial success of Developer.

g. Third Persons: No secured or unsecured creditor of Developer or any other third person will be a party to this Agreement; but, under the provisions of this instrument and without any obligation upon the part of Company, each owner of an interest in Developer will be a party to this Agreement to the extent so provided.

h. Applicable Law: As to employment, franchise, tax, and other matters of federal concern or of concern to the state or states of the development area, the appropriate federal or state governing law will prevail; but as to contractual and all other matters, this Agreement and all of the provisions of this instrument will be and remain subject to application, construction, enforcement, and interpretation under the governing law of Nebraska.

2. Development Rights, Procedure, and Personnel: Development will be effected and permitted in the following manner under this Agreement:

a. Rights: Company hereby grants to Developer, and will grant to no other person, the right during the term of this Agreement to develop and thereafter as Franchisee to operate one restaurant for each franchised location within the development area; and at the completion of development Company will issue to Developer as Franchisee for each development location a Franchise Agreement as a

franchised location under the provisions of the attached form of Franchise Agreement.

b. Procedure: The following procedure will govern the course and order of development under this Agreement:

(1) Developer will, at intervals and with frequency adequate to assure the actual, and not average or cumulative, completion of development of not fewer than the number of development locations indicated in the schedule attached to this Agreement as Exhibit "A" for each successive period of twelve (12) months begun with the effective date, from time to time during the term of this Agreement submit to Company for its prior written approval a written proposal of each proposed development location; and Developer will, with timeliness adequate to assure the commencement of development of the first development location within thirty (30) days of the effective date, promptly submit to Company for its prior written approval a proposal of one or more first proposed development locations.

(2) Company will have and retain the right at its sole discretion before issuance of a Franchise Agreement to grant or to withhold its prior written approval of any potential development location proposed by Developer and will by written response promptly advise Developer of its approval or disapproval of each potential development location so proposed.

(3) Developer will effect the completion of development of the first and each subsequent proposed and approved development location within one

hundred twenty (120) days of the commencement of development of such development location.

(4) Developer will have no rights after the term of this Agreement for exclusive or nonexclusive development as to any location within the development area for which no Franchise Agreement has been issued as required by the provisions of this Agreement.

c. Personnel: Developer may or will avail itself of the following personnel training programs. Developer will furnish Company with a list or lists of all such individuals from time to time proposed to be employed or used as supervisory personnel of Developer or managerial personnel at each franchised location before any individual is so employed and used; and Company will have the right at its sole discretion to require Developer as Franchisee at its sole cost and expense including the payment of any training fee described in the Franchise Agreement, to secure the attendance at and satisfactory completion by such individual of the supervisory personnel training program or the managerial personnel training program before employment by Developer in such capacity.

3. Charges and Fees: Developer will pay Company the following charges and fees:

a. Development Fee: Developer will at the effective date pay Company the aggregate development fee; and, effective with the receipt of the development fee the entire fee will be considered to be earned, and no part of the development fee will be repaid to Developer by Company.

b. Initial Franchise Fee and Extension Fees: Developer will at the time provided in each Franchise Agreement pay Company the initial franchise fee

required for such issued Franchise Agreement and will thereafter pay each extension fee required for all such Franchise Agreements; and, no part of any balance of initial franchise fee or extension fee will be repaid by Company to Developer.

c. Charges Under Franchise Agreement: Developer will as Franchisee under each Franchise Agreement issued fully and promptly pay all charges required under the provisions of such Franchise Agreement including royalties, service compensation, and other costs and fees as therein specified.

4. Representations and Limitations: The following representations and limitations will apply to this Agreement:

a. Company Representations: Company hereby represents to Developer that it has control of all confidential information and intellectual property described in the Franchise Agreement, and will discharge and perform all of its service and other obligations under the provisions of this Agreement and under the provisions of each Franchise Agreement issued.

b. Developer Representation: Developer hereby represents to Company that it has the capacity to and will discharge and perform all of its development and other obligations under the provisions of this Agreement and under the provisions of each Franchise Agreement issued.

c. Retention of Interests: Company will retain all ownership of, property rights in, and title to its confidential information and its intellectual property; and Developer will have no claim thereto or right therein except as expressly authorized under the provisions of each Franchise Agreement issued.

d. Control of Name: Developer will not without the express written consent of Company make any use whatever of the name, "Godfather's Pizza", except to the extent permitted or required under the provisions of each Franchise Agreement issued.

5. Acquisitions, Assignment, and Encumbrance: This Agreement will be subject to the following limitations upon acquisitions, assignment, and encumbrance:

a. Transfer by Company: Company will have the right to assign or transfer to any other person all or part of its interest under the provisions of this Agreement if such assignee by express written undertaking assumes all of the liabilities and other obligations of Company to Developer under the provisions of this Agreement; and Company will have the right to encumber, pledge, or make some other security transfer to any creditor, lender, or other secured person all or any part or parts of the charges due or to become due from Developer under this Agreement.

b. Transfer by Developer: Transfers by or like actions by or for Developer will be subject to the following limitations:

(1) Developer will not without the express written consent of Company transfer to any person any part of its interest under the provisions of this Agreement.

(2) Neither Developer nor any person owning an interest in Developer, while it is a non-public entity, will without the express written consent of Company transfer to any person or persons of all or any part or parts of an interest in Developer; and neither Developer nor any person owning an interest in Developer, while it is a public entity, will transfer to any person or persons of

all or any part or parts of an interest in Developer, which, together with any one or more previous, contemporaneous, or proposed subsequent transfers, results or would result in a transfer of control of Developer.

(3) Developer will notify Company in writing not fewer than thirty (30) days before the proposed effective date of any transfer proposed by direct or indirect action of all interests in Developer; and upon receipt of such notice of any such transfer proposed to be made in good faith, Company will have the right at its sole discretion and in place of such proposed transferee to acquire such interest for consideration and upon conditions and other terms not inferior to those offered by or to such proposed transferee.

c. Spendthrift Protection: This Agreement will be and remain personal to Developer exclusively; and to the fullest extent authorized or permitted by law, no part of any interest of Developer under the provisions of this Agreement will be subject to attachment, garnishment, levy, or seizure by any creditor or any other person claiming against or in the right of Developer under any proceeding at law or in equity.

d. Non-exploitation: Developer will not without the express written consent of Company by way of private or public securities offer or placement, syndication, or other mechanism allocate, divide, or otherwise transfer all or any part or parts of its interests under the provisions of this Agreement or of any Franchise Agreement issued.

e. Acquisitions by and Combinations of Developer: Neither Developer nor any person owning an interest in Developer will without the express written consent of

Company obtain by acquisition of assets or securities, consolidation, merger, or other form of combination the rights of any other developer of Godfather's Pizza locations.

6. **Breach and Duration:** The following provisions will govern breach and duration of this Agreement:

a. **Term of Agreement:** This Agreement will be in effect and remain operative in its entirety for a term beginning with its effective date and ending with the expiration of the development schedule attached to this Agreement, or any extension of that schedule agreed to by Company and Developer; but will remain subject to termination under the other provisions of this Agreement.

b. **Default:** Breach by Company or Developer will give rise to the following cumulative and nonexclusive remedies and rights:

(1) Upon any breach, default, or other material failure by Developer under the provisions of this Agreement or under the provisions of any Franchise Agreement issued, Company will have the right by an express written notice given to Developer to terminate the term of this Agreement at any date not less than thirty (30) days thereafter so specified by such notice if Developer fails to cure such breach, default or other material failure within such notice period; provided that Company shall not be required to permit Developer to cure any failure to comply with the development schedule set forth in this Agreement or any default for which no cure is permitted under any Franchise Agreement issued. Company may agree in its sole discretion to extend or modify the development schedule. Upon any breach, default, or

material failure by Company under the provisions of this Agreement or any Franchise Agreement issued, Developer will have the right by an express written notice given to Company to terminate the term of this Agreement at any date not less than thirty (30) days thereafter so specified by such notice if Company fails to cure such breach, default or other material failure within such notice period.

(2) Upon any breach, default or other material failure by Developer under the provisions of this Agreement or under the provisions of any Franchise Agreement issued, Company will have the right, at its sole discretion and in place of termination of the term of this Agreement, to alter, amend, reduce, or otherwise to limit or modify the development area, the development fee, or all or any part or parts of the schedule hereto described in Exhibit "A", and all or any part or parts of any other provision of this Agreement relevant to such failure; and Company and Developer will execute either an appropriate and entirely new document to supersede this Agreement or an appropriate exhibit or exhibits to amend the provisions of this Agreement.

(3) No declination of Company or Developer to declare or otherwise act upon any failure by the other will be or constitute a waiver of the provision or provisions so breached or of any other provisions of this Agreement.

c. Extension: Company and Developer may by express written agreement extend the term of this Agreement from time to time.

d. Post-termination Rights: Upon termination of this Agreement, Developer will retain all rights under each Franchise Agreement issued and not then in

default upon the part of Developer as Franchisee subject, however, to the provisions of each such Franchise Agreement; and Company will have the right otherwise to arrange for development of the remainder of the development area.

7. Information, Notices, and Addresses: The following provisions will govern information, notices, and addresses under this Agreement:

a. Disclosure: If and to the extent so specified by governing law, Developer by execution of this Agreement acknowledges the following disclosure and receipt of documents in compliance with governing law and all other requirements of the Federal Trade Commission:

(1) Developer will and does acknowledge receipt by it or for it by its duly authorized representative of a Franchise Disclosure Document as prepared by or for Company as to this Agreement at least fourteen (14) calendar days, or such longer period required by applicable state law, before the original execution by Developer of this document or of any Franchise Agreement or other document imposing upon Developer any legally binding obligation or the payment by Developer of any consideration for any such document.

b. Mailed Notice: Any express written notice or other communication permitted or required under the provisions of this Agreement will be effective and operative from the date of mailing if and when mailed with adequate postage paid, or one business day after being given to a nationally recognized overnight delivery service, either by Company to Developer or by Developer to Company at their respective then currently designated mailing addresses.

c. **Mailing Addresses:** The mailing addresses of Company and Developer will be designated and may be changed in the following manner:

(1) The initial designated mailing addresses of Company and Developer will be the following indicated addresses:

Company, at
2808 North 108th Street
Omaha, Nebraska 68164; and

Developer, at

(2) Company and Developer may from time to time change their respective designated mailing addresses by an express written notice of such change given by one to the other at its then most recently so designated mailing address.

d. **Ownership Information:** Developer, if it is a non-public entity, will at the effective date and at any time or from time to time thereafter upon the request of Company or upon significant change therein furnish to Company a list of the names and respective then current business or other mail address of each director, officer, owner, partner, principal, proprietor, and other owner of an interest in Developer together with a description of the nature of such entity and of the extent and nature of the control over, position with, or ownership of Developer of each such individual or other person.

e. **Retention and Examination of Market Promotion Records:** Developer will preserve market promotion records and make them available for examination in the following manner:

(1) Developer will maintain and preserve all market promotion records related to each year for a period of three (3) years after the end of such year.

(2) Company will have the right at reasonable times to examine and otherwise to exercise unrestricted access to all promotion records required to be maintained and preserved by Developer.

f. Notice of Ownership Transfer Restrictions: Developer, while it is a non-public entity, will cause its articles of incorporation, articles of partnership, articles of organization, by-laws, joint venture agreement, operating agreement, partnership agreement, or other formation documents to contain a provision restricting the transfer of any interest in Developer pursuant to the provisions of this Agreement; and Developer, while it is a non-public entity, will cause each certificate or other document evidencing or representing ownership of any interest in Developer to bear and contain an appropriate legend indicating the applicability of such restriction upon transfer.

8. Additional Provisions and Documents: Additional provisions may be made a part of this Agreement in the following manner:

a. Supplement: The additional provisions, if any, set out in any hereto attached and initialed or signed exhibit as supplementary to the provisions of this Agreement at the effective date will be and remain from such date an integral part of the provisions of this Agreement as if herein set out in full.

b. Modifications: The additional provisions, if any, set out in any one or more hereto attached, dated, and signed exhibits as amendatory to the provisions of this Agreement after the effective date will become and remain from the respective

effective dates of execution of such exhibits integral parts of the provisions of this Agreement.

9. Guaranty, Enforcement, Entirety, and Severability: The following provisions will govern guaranty, enforcement, entirety, and severability of this Agreement:

a. Consent: When the prior written or other consent of Company or of Developer is required for any action or decision by the other, such consent may be withheld by Company or by Developer for cause; but in the absence of such cause and except where this Agreement permits Company to take an action in its sole discretion, such consent will not be unreasonably withheld.

b. Entirety: This Agreement will and does constitute the entirety of the contractual arrangement between Company and Developer as to the development area; provided, however, nothing in this Agreement or in any other agreement is intended to disclaim any representations made by the Company in its Franchise Disclosure Document.

c. Severability of Provisions: Invalidity of any of the provisions of this Agreement or of any application or construction thereof will not affect the validity of the other provisions thereof or other applications or constructions thereof to which effect may reasonably be given without such invalid provisions or without such invalid application or construction thereof; and to such end, the provisions of this Agreement will be and remain severable from each other.

d. Binding Effect: This Agreement will be and remain binding upon each person owning an interest in Developer as appropriate, convenient, or necessary for its effectuation and to the same extent as Developer as a party to this Agreement.

e. Guaranty: Each owner of an interest in Developer, while it is a non-public entity, will at the effective date and at any time or from time to time thereafter at the request of Company furnish Company the following guaranty of this Agreement:

(1) Each such owner will by one or more separate documents of content and format to the satisfaction of Company jointly and severally with all other such owners guarantee to Company the payment and other performance by Developer of all of its obligations pursuant to the provisions of this Agreement.

(2) Each such owner will by one or more separate documents of content and format to the satisfaction of Company personally agree and consent to be bound by the obligations of Developer as Franchisee under the provisions of each Franchise Agreement issued as to the payment and other performance by Developer as Franchisee of its obligations under the Franchise Agreement including, but not limited to obligations relating to confidentiality of business information of Company, exclusivity of use of business information and business property of Company, and non-competition with Company.

f. Benefit and Burden: This Agreement will be and remain binding upon and will inure to the benefit of Company and Developer and their respective assigns, successors, and representatives; and after the term of this Agreement, all provisions of this Agreement of then continuing materiality to the relationship of Company and Developer will otherwise be and remain binding upon and will inure to the

benefit of Company and Developer and their respective assigns, successors, and representatives until the expiration or other lapse of the materiality of such provisions.

IN WITNESS WHEREOF, Company and Developer have executed this Agreement.

GODFATHER'S PIZZA, INC.

By: _____
Its: _____

Company

By: _____
Its: _____

Developer

EXHIBIT "A"

Agreement For Area Development

**Schedule of Development Area, Development Fee, Development Schedule and Balances
of Initial Franchise Fees**

1. **Development Area:**

2. **Development Fee:**

3. **Development Schedule:**

4. **Balance of Initial Franchise Fee:**

5. **Effective Date:**

EXHIBIT "B"

Agreement for Area Development

Format of Franchise Agreement

EXHIBIT "C"

Agreement for Area Development

Schedule of Supplementary Provisions

GODFATHER'S PIZZA, INC.

By: _____

Its: _____

Company

NAME OF DEVELOPER

By: _____

Its: _____

Developer

EXHIBIT "C-1"

Agreement for Area Development

Schedule of Supplementary Provisions

1. **GUARANTEE:** Pursuant to Paragraph 9(e), the undersigned owners of all interests in Developer hereby jointly and severally personally guarantee to Company the payment and other performance by Developer of all obligations of Developer under this Agreement. The undersigned further agree and consent to be personally bound by the obligations of Developer under the provisions of this Agreement as to confidentiality of business information of Company, exclusivity of use of business information and business property of Company and non-competition with Company. This Guaranty will be deemed to be continuing throughout the term of this Agreement, and will survive the expiration or termination of this Agreement. The consideration for this Guaranty includes the matters recited and the promises exchanged by Company and Developer in this Agreement.

2. **EFFECTIVE DATE:** The effective date of this Guarantee will be _____, _____.

EXHIBIT "D-"

Agreement for Area Development

Schedule of Amendatory Provisions

Pursuant to Paragraph 8b, the following amendatory provisions will be part of the Agreement from the date set forth below:

1.

2. **EFFECTIVE DATE**: The effective date of this Exhibit will be

_____, _____.

GODFATHER'S PIZZA, INC.

BY _____

Company

BY _____

Developer

Lutz

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3440	DAVE COATES KETCHIKAN ENT. CENTER 2050 SEA LEVEL DRIVE KETCHIKAN	AK 99901	2050 SEA LEVEL DR	KETCHIKAN	AK 99901
		<u>Business Phone</u>		<u>Home Phone</u>	<u>Fax</u>
		(907) 225-9011			(907) 225-9420
02126					
6005	SANDRA FUQUA GPF, INC. 4904 OXFORD DRIVE MOBILE	AL 36618			
		<u>Business Phone</u>		<u>Home Phone</u>	<u>Fax</u>
		(251) 402-5951			
01236	Tillman's Corner	5442 HWY 90 WEST		MOBILE	AL 36619
01237		5015 MOFFETT RD		MOBILE	AL 36618
01238		120 SARALAND LOOP RD		SARALAND	AL 36571
16021	VISHNUBHAI PATEL JAY SHREE GANESH INC 3020 NOCCALULA RD ATTALLA	AL 35954	Milan Patel milanpatel865@yahoo.com		
		<u>Business Phone</u>		<u>Home Phone</u>	<u>Fax</u>
01244		3020 NOCCALULA RD		ATTALLA	AL 35954
23780	MARK WOODS WOODS MANAGEMENT, INC. 206 E. QUEENSBURY LANE FLORENCE	AL 35630	Patty's Cell 256-762-6004		
		<u>Business Phone</u>		<u>Home Phone</u>	<u>Fax</u>
01216		2801 MALL DR #15		FLORENCE	AL 35630
15006	LAURA E. OLGUIN NGAF, LLC P.O. BOX 41447 TUCSON	AZ 85717			
		<u>Business Phone</u>		<u>Home Phone</u>	<u>Fax</u>
		(520) 240-4502			
32162		311 98TH STREET NW		ALBUQUERQUE	NM 87121
32163		5210 EUBANK BLVD. NE		ALBUQUERQUE	NM 87111
13027	MATTHEW M. MARCOCCIA GODFATHER'S PIZZA 6716 MADISON AVENUE FAIR OAKS	CA 95628			
		<u>Business Phone</u>		<u>Home Phone</u>	<u>Fax</u>
		(916) 965-1318			(916) 965-7664
05474		6716 MADISON AVE		FAIR OAKS	CA 95628
20006	SAAD TOMA GODFATHER'S PIZZA 685 SWEETWATER ROAD SPRING VALLEY	CA 91977			
		<u>Business Phone</u>		<u>Home Phone</u>	<u>Fax</u>
		(619) 462-6580			
05468		685 SWEETWATER RD		SPRING VALLEY	CA 91977
2035	CHRISTOPHER BLEDSOE MUSTANGS TURBO WASH, INC 530 W. PLATTE AVE FT. MORGAN	CO 80701			
		<u>Business Phone</u>		<u>Home Phone</u>	<u>Fax</u>
		(970) 380-7270			
06344		530 W. PLATTE AVE		FT. MORGAN	CO 80701
19034	JAY SEEWALD J & L SVCS OF PALM BEACH, INC. 12355 HAGEN RANCH RD BOYNTON BEACH	FL 33437	jay@onthemovegas.com		
		<u>Business Phone</u>		<u>Home Phone</u>	<u>Fax</u>
		(561) 732-4670			

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10521	551 CASSAT AVE	JACKSONVILLE	FL	32254
11004	MARK KNAUSS MAK CONCEPTS, INC. 8303 WHITE BLUFF ROAD SAVANNAH GA 31406	<u>Business Phone</u> (912) 272-2488	<u>Home Phone</u>	<u>Fax</u> (912) 927-3966
11245	WHITE BLUFF 8303 WHITE BLUFF RD SAVANNAH GA 31406			
16026	SANGITABEN PATEL SQ 90, LLC 216 CHEYENNE WAY MOULTRIE GA 31788	<u>Business Phone</u> (229) 403-2062	<u>Home Phone</u>	<u>Fax</u>
11253	Tommy Patel 135 US HWY 319 S. MOULTRIE GA 31768			
16020	KESHAV (KEN) PATEL ROADRUNNER TRUCK STOP P.O. BOX 449 ALMA GA 31510	<u>Business Phone</u> (912) 632-0099	<u>Home Phone</u>	<u>Fax</u>
11250	kenpatel1705@yahoo.com 2021 GA HWY 32 W ROADRUNNER TRUCK STOP ALMA GA 31510			
2018	TIM BONNSTETTER IFOS, L.L.C. 303 JEFFERSON STREET REMSEN IA 51050	<u>Business Phone</u> (712) 786-2412	<u>Home Phone</u>	<u>Fax</u>
16495	Deb ifos@midlands.net Cherokee 103 E. INDIAN STREET CHEROKEE IA 51012			
2019	DALE BUCHER DLJ, INC. P.O. BOX 67 BEDFORD IA 50833	<u>Business Phone</u> (712) 523-3130	<u>Home Phone</u>	<u>Fax</u>
16510	HWYS 2 & 148, P.O. BOX 67 BEDFORD IA 50833			
3030	TYLER BOONE COOPERATIVE GAS & OIL CO 153 N. MAIN AVENUE SIOUX CENTER IA 51250	<u>Business Phone</u> (712) 722-2501	<u>Home Phone</u>	<u>Fax</u>
16584	2950 S. MAIN AVENUE SIOUX CENTER IA 51250			
4015	NICOLE DARLAND NHD, LLC 716 NW THIRD STREET EAGLE GROVE IA 50533	<u>Business Phone</u> (515) 448-5381	<u>Home Phone</u>	<u>Fax</u>
16541	301 WEST BROADWAY EAGLE GROVE IA 50533			
4012	RICHARD DEITERING BANCROFT CARGO LLC P.O. BOX 44 BANCROFT IA 50517	<u>Business Phone</u> (515) 885-2412	<u>Home Phone</u>	<u>Fax</u>
16527	112 N. LONG ST BANCROFT IA 50517			
4006	MIKE DEVINE DEWITT TRAVEL MART 630 SOUTH 6TH AVENUE DEWITT IA 52742	<u>Business Phone</u> (309) 781-0579	<u>Home Phone</u>	<u>Fax</u> (563) 659-2304
16448	630 SOUTH 6TH AVE Truck Stop DEWITT IA 52742			
16460	3300 ASBURY RD DUBUQUE IA 52002			
16447	2201 HOUSER ST MUSCATINE IA 52761			

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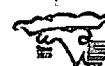
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4014	PAULA FINK DOWS PROPERTY GROUP 21435 HWY 57 PARKERSBURG	IA 50665	<u>Business Phone</u> (641) 751-5553	<u>Home Phone</u>	<u>Fax</u>
16539	904 CARDINAL AVE Truck Stop	DOWS	IA 50071		
4011	MARK W. NELSON DYNO OIL CO., INC. 216 EAST MILWAUKEE ST. SPENCER	IA 51301	<u>Business Phone</u> (712) 262-2921	<u>Home Phone</u>	<u>Fax</u>
16516	222 NORTH CLARK ST	PAULLINA	IA 51046		
5004	KRIS EHLINGER KJ'S CONVENIENCE & DELI MART 916 WEST PLATT MAQUOKETA	IA 52060	<u>Business Phone</u> (563) 652-5634	<u>Home Phone</u>	<u>Fax</u> (563) 652-3299
16464	916 WEST PLATT	MAQUOKETA	IA 52060		
5005	RANDAL E. WOODARD ELLIOTT OIL COMPANY P.O. BOX 473 OTTUMWA	IA 52501	<u>Business Phone</u> (641) 684-4377	<u>Home Phone</u>	<u>Fax</u>
16564	444 E. MAIN ST	AGENCY	IA 52530		
16565	107 N. MAIN ST	ALBIA	IA 52531		
16568	100 1ST ST	BATAVIA	IA 52533		
16573	107 E. GRACE AVE	CHARITON	IA 50049		
16566	601 S. MERINO AVE	EDDYVILLE	IA 52553		
16536	103 E. 6TH ST	HEDRICK	IA 52563		
16560	1049 WEST 2ND ST	OTTUMWA	IA 52501		
16561	4108 US HWY 63	OTTUMWA	IA 52501		
6008	PAUL FAUSER DRIVEN MANAGEMENT SOLUTIONS P.O. BOX 439 WALFORD	IA 52351	<u>Business Phone</u> (319) 538-7886	<u>Home Phone</u>	<u>Fax</u>
16557	301 MILL AVE	ELGIN	IA 52141		
6016	JEFF FEDLER FEDLER AND COMPANY 901 E. WASHINGTON ST MOUNT PLEASANT	IA 52641	<u>Business Phone</u> (319) 385-4112	<u>Home Phone</u>	<u>Fax</u>
16581	901 E. WASHINGTON ST	MOUNT PLEASANT	IA 52641		
6015	JOHN FRESE DRIVEN MANAGEMENT SOLUTIONS P.O. BOX 439 WALFORD	IA 52351	<u>Business Phone</u> (319) 538-7886	<u>Home Phone</u>	<u>Fax</u>
16579	2722 120TH STREET NE	SWISHER	IA 52338		
16580	200 HWY 151 EAST	WALFORD	IA 52351		
6018	BRIAN FRIEDRICHSEN NORTH IDA INVESTMENTS, LLC 2010 INDORF AVE. HOLSTEIN	IA 51025	<u>Business Phone</u> (361) 244-0957	<u>Home Phone</u>	<u>Fax</u>
16594	2010 INDORF AVE HOLSTEIN TRAVEL CENTER	HOLSTEIN	IA 51025		

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19037	JAN L. PRESTON TIGER MART 50526 HWY 92 GRISWOLD	IA 51535	<u>Business Phone</u> (712) 778-2660	<u>Home Phone</u>	<u>Fax</u>
16601		708 MAIN STREET GRISWOLD			IA 51535
7009	DONALD GROTHE DON'S MOTOR MART, INC. 401 WEST MAIN STREET LAKE MILLS	IA 50450	<u>Business Phone</u> (641) 592-9966	<u>Home Phone</u>	<u>Fax</u>
16476		401 WEST MAIN ST LAKE MILLS			IA 50450
19012	ELOISE SWANSON GRUNDY COUNTY HERITAGE CTR, LLC 16250 N AVENUE HOLLAND	IA 50642	<u>Business Phone</u> (319) 824-2728	<u>Home Phone</u>	<u>Fax</u> (319) 824-3729
16445		16250 NORTH AVE Limited Menu HOLLAND			IA 50642
7015	DOUG GUST FOREST CITY FOODS 145 EAST "L" STREET FOREST CITY	IA 50436	<u>Business Phone</u> (641) 585-4120	<u>Home Phone</u>	<u>Fax</u>
16515		145 EAST "L" ST FOREST CITY			IA 50436
8035	ZACHARY HERMANSEN ZCH, CORP 1801 GREEN CREEK RD CEDAR FALLS	IA 50613	<u>Business Phone</u> (319) 242-2700	<u>Home Phone</u>	<u>Fax</u>
16591		3811 UNIVERSITY AVE WATERLOO			IA 50701
8038	CORY HODAPP THE STATION LLC 955 236TH ST, SUITE 3 NORTH LIBERTY	IA 52317	<u>Business Phone</u> (319) 631-3149	<u>Home Phone</u>	<u>Fax</u>
16603		620 MEADE DR NORTH LIBERTY			IA 52317
8036	DENNIS HOLDSWORTH BC'S TRUCK PLAZA, INC. 506 HWY 59 NORTH DENISON	IA 51442	<u>Business Phone</u> (712) 263-9371	<u>Home Phone</u>	<u>Fax</u>
16596		506 HWY 59 N. DENISON			IA 51442
16593		200 E. 1ST ST UTE			IA 51060
9001	DUSTIN MOHR IOWA STATE UNIVERSITY 3616 ADMINISTRATIVE SVCS. BLDG AMES	IA 50011-3616	<u>Business Phone</u> (515) 294-4793	<u>Home Phone</u>	<u>Fax</u>
16529	EAST SIDE MARKET	Maple-Willow-Larch Commons 1215 Friley Hall		AMES	IA 50012
16577		ISU Memorial Union Food Crt 2229 Lincoln Way		AMES	IA 50011
16587		ISU DINING SVCS/HAWTHORN 1015 FREDERIKS		AMES	IA 50010
16567		UNI / 23rd Street Market 1224 West 23rd St/Commons		CEDAR FALLS	IA 50614-0283
10002	BROOKE LILLEY JET GAS CORPORATION P.O. BOX 67 HOUGHTON	IA 52631	<u>Business Phone</u> (319) 469-4321	<u>Home Phone</u>	<u>Fax</u> (319) 469-2107
16473		2760 MT. PLEASANT ST BURLINGTON			IA 52601
16478		901 SOUTH ST BURLINGTON			IA 52601
16559		301 W. MAIN ST NEW LONDON			IA 52645

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11023	MIKE COX KARDES, INC 2100 S. MAIN STREET MONTICELLO	IA 52310	<u>Business Phone</u> (319) 465-3212	<u>Home Phone</u>	<u>Fax</u>
16589	2100 S. MAIN STREET	MONTICELLO	IA 52310		
11009	JOHN KETCHEN JOHN'S QWIK STOP 101 W. 4TH STREET VINTON	IA 52349	<u>Business Phone</u> (319) 472-3480	<u>Home Phone</u>	<u>Fax</u>
16451	23485 COUNTY RD E34	ANAMOSA	IA 52205		
16450	3070 HIGHWAY 22 Truck Stop	RIVERSIDE	IA 52327		
16599	814 C AVE.	VINTON	IA 52349		
11022	AJAY K. KSHETRY KSHETRY, AJAY K. 3306 STEAMBOAT WAY, #11 MUSCATINE	IA 52761	<u>Business Phone</u> (314) 495-4709	<u>Home Phone</u>	<u>Fax</u>
16586	1300 NICOLAUS DR	WILTON	IA 52778		
12004	KEITH LACY MAKINZAH, INC. 445 11TH STREET MARION	IA 52302	<u>Business Phone</u> (319) 363-2127	<u>Home Phone</u>	<u>Fax</u>
		Tercsa Williams 319-310-7735			
16434	3647 1/2 1ST AVE SE	CEDAR RAPIDS	IA 52402		
16435	2201 16th AVE SW	CEDAR RAPIDS	IA 52404		
13017	JASON MCDERMOTT MCDERMOTT OIL COMPANY P.O. BOX 70 CASCADE	IA 52033	<u>Business Phone</u> (563) 852-3510	<u>Home Phone</u>	<u>Fax</u> (563) 852-7421
16519	1501 1ST AVE EAST	CASCADE	IA 52033		
16555	206 S. CENTER AVE	EPWORTH	IA 52045		
16546	710 WASHBURN AVE	LAMONT	IA 50650		
16535	2210 STATE HWY 13 Truck Stop	MANCHESTER	IA 52057		
13013	DAN MOELLERS CSOI CORP 602 ELMWOOD DR. MARSHALLTOWN	IA 50158	<u>Business Phone</u> (641) 752-2580	<u>Home Phone</u>	<u>Fax</u> (641) 752-5320
16521	290 HWY 28	MARTENSDALE	IA 50160		
16526	1806 S. 12TH AVE W	NEWTON	IA 50208		
16487	108 1/2 HWY 30 WEST	TOLEDO	IA 52342		
13022	JIM MULGREW MULGREW OIL CO. 10314 SILVERWOOD DR. DUBUQUE	IA 52003	<u>Business Phone</u> (563) 556-0750	<u>Home Phone</u>	<u>Fax</u>
16552	1215 E. 16TH ST	DUBUQUE	IA 52001		
15008	GREG ODENDAHL GMB FOODS, INC 624 WEST US HIGHWAY 30 CARROLL	IA 51401	<u>Business Phone</u> (712) 830-9931	<u>Home Phone</u>	<u>Fax</u>
16607	624 W. US HIGHWAY 30	CARROLL	IA 51401		

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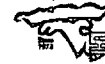
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15007	KEITH OLSEN OLSEN FUEL SUPPLY, INC P.O. BOX 536 ATLANTIC	IA 50022 110 LOCUST ST	<u>Business Phone</u> (712) 243-2340	<u>Home Phone</u>	<u>Fax</u>	ATLANTIC	IA 50022
16605							
15002	GREG & TAMI OLSON G & T THREE LLC P.O. BOX 423 WEBSTER CITY	IA 50595 817 SECOND ST	<u>Business Phone</u> (515) 832-3625	<u>Home Phone</u>	<u>Fax</u>	WEBSTER CITY	IA 50595
16442							
13500	BRAD PRICE ROC MANAGEMENT & ASSOC., INC. 1601 KEOKUK AVENUE SPIRIT LAKE	IA 51360	<u>Business Phone</u> (712) 336-3933	<u>Home Phone</u>	<u>Fax</u>		
16180	Arnolds Park - Okoboji	37 LAKE ST, STES A-B-C		ARNOLDS PARK		IA	51331
16160	ESTHERVILLE	1804 CENTRAL AVE		ESTHERVILLE		IA	51334
16290	Le Mars	625 HAWKEYE AVE SOUTHWEST		LE MARS		IA	51031
16572		2402 OKOBOJI AVE		MILFORD		IA	51351
16387	Sioux City - Gordon	3701 GORDON DR		SIOUX CITY		IA	51106
16200	Spencer	113 GRAND AVE		SPENCER		IA	51301
16385	Spirit Lake	2310 17TH ST		SPIRIT LAKE		IA	51360
19010	SHERYL SCHUMANN SCHUBOX ENTERPRISES LLC 10 1ST STREET SE HAMPTON	IA 50441 805 CENTRAL AVE WEST	<u>Business Phone</u> (641) 456-3355	<u>Home Phone</u> (641) 456-4737	<u>Fax</u>	HAMPTON	IA 50441
16439							
19017	DENNIS SHEPARD SHEPARD & SHEPARD, LLC 12735 US HWY 61 WAPELLO	IA 52653 HWY 61 & HWY 92	<u>Business Phone</u> (563) 262-3331	<u>Home Phone</u>	<u>Fax</u>	GRANDVIEW	IA 52752
16486							
19038	PARAMVIR SINGH SUPER LUCKY, INC. P.O. BOX 189 LE GRAND	IA 50142 806 W. MAIN ST	<u>Business Phone</u> (641) 275-2103	<u>Home Phone</u>	<u>Fax</u>	LE GRAND	IA 50142
16606							
9003	RENEE FUNK THE UNIVERSITY OF IOWA 202 PLAZA CENTRE ONE IOWA CITY	IA 52242	<u>Business Phone</u> (319) 335-0115	<u>Home Phone</u>	<u>Fax</u>		
16595		IOWA MEMORIAL UNION 125 N. MADISON STRE				IA	52242
20005	ROLLIN TIEFENTHALER SPARKY'S ONE STOP 12053 HWY 71 N. CARROLL	IA 51401	<u>Business Phone</u> (712) 673-2723	<u>Home Phone</u>	<u>Fax</u> (712) 673-2878		
16554		402 PINE ST		AUBURN		IA	51433
16511		101 HWY 141 Truck Stop		BAYARD		IA	50029
16574		807 FITZPATRICK ST		CHURDAN		IA	50050
16533		500 STATE ST		GUTHRIE CENTER		IA	50115
16575		920 13TH STREET N.		HUMBOLDT		IA	50548
16489		606 EAST HWY 30 Truck Stop		JEFFERSON		IA	50129
16485		711 EAST MAIN ST		LAKE CITY		IA	51449

Debra debra@win-4-u.net

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16480		1211 9TH ST		LAKE VIEW	IA	51450
16477		1004 IOWA ST		ONAWA	IA	51040
16583		2325 MARSHALL AVE		ROCKWELL CITY	IA	50579
20002	MICK TIMMERMAN		<u>Business Phone</u>	<u>Home Phone</u>	<u>Fax</u>	
	MICK T. INVESTMENTS, LC		(319) 277-7777			
	3119 WINTER RIDGE ROAD					
	CEDAR FALLS	IA 50613				
16419		1621 WEST 1ST ST		CEDAR FALLS	IA	50613
2022	FRED TURNER		<u>Business Phone</u>	<u>Home Phone</u>	<u>Fax</u>	
	EAT MAID-RITE, INC.		(319) 668-1114			
	2205 U STREET					
	WILLIAMSBURG	IA 52361				
16525		2205 U AVE		WILLIAMSBURG	IA	52361
6007	JENNIFER HOSKINS		<u>Business Phone</u>	<u>Home Phone</u>	<u>Fax</u>	
	UNITED FARMERS MERCANTILE COOP		(712) 623-5453			
	203 WEST OAK STREET					
	RED OAK	IA 51566				
16488		408 - 6TH ST		CORNING	IA	50841
23013	RANDY J. WALTER		<u>Business Phone</u>	<u>Home Phone</u>	<u>Fax</u>	
	HWZ LLC		(319) 351-2818			
	2649 HUNTER CT. NW					
	SWISHER	IA 52338				
16598		110 S. MARKET STREET		OLON	IA	52333
23007	TODD & AMY WARNKE		<u>Business Phone</u>	<u>Home Phone</u>	<u>Fax</u>	
	A.T. WARNKES		(319) 240-9088		(563) 237-6051	
	2971 250TH STREET					
	FREDERICKSBURG	IA 50630	Casey Cell 563-422-7329			
16497		138 E. MAIN ST		FREDERICKSBURG	IA	50630
16549		213 VINE ST		WEST UNION	IA	52175
6011	ANDREW L. FUHRMAN		<u>Business Phone</u>	<u>Home Phone</u>	<u>Fax</u>	
	FUHRCO, LLC		(507) 438-1895			
	P.O. BOX 2278					
	CLINTON	IA 52732				
14282		1347 AVENUE OF THE CITIES		EAST MOLINE	IL	61244
13500	BRAD PRICE		<u>Business Phone</u>	<u>Home Phone</u>	<u>Fax</u>	
	ROC MANAGEMENT & ASSOC., INC.		(712) 336-3933			
	1601 KEOKUK AVENUE					
	SPIRIT LAKE	IA 51360				
24290	Albert Lea	509 EAST MAIN ST		ALBERT LEA	MN	56007
24155	Austin	600 W. OAKLAND		AUSTIN	MN	55912
24296	Faribault	328 NORTHWEST FOURTH ST		FARIBAULT	MN	55021
24285	Owatonna	1828 SOUTH CEDAR ST		OWATONNA	MN	55060
24313	St. Peter	225 S. MINNESOTA		ST. PETER	MN	56082
24297	Windom	112 3RD AVE		WINDOM	MN	56101
24302	Winona	30 WALNUT ST @ LEVEE PARK		WINONA	MN	55987
5005	RANDAL E. WOODARD		<u>Business Phone</u>	<u>Home Phone</u>	<u>Fax</u>	
	ELLIOTT OIL COMPANY		(641) 684-4377			
	P.O. BOX 473					
	OTTUMWA	IA 52501				
26390		RR #3, BOX 173D		LANCASTER	MO	63548

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3023	BRUCE N. CANNON 1ST COURSE, INC 314 PARKWILD DRIVE COUNCIL BLUFFS	IA 51503	<u>Business Phone</u> (712) 256-9121	<u>Home Phone</u>	<u>Fax</u>
28444		714 W. BENJAMIN		NORFOLK	NE 68701
2011	BILL SMITH BECK OIL COMPANY OF ILLINOIS 850 E. THOMPSON ST. PRINCETON	IL 61356	<u>Business Phone</u> (815) 875-6451	<u>Home Phone</u>	<u>Fax</u>
		Gerri Frank gerri@beckoil.com Ext. 23			
14286		615 N. 4TH ST		CHILLICOTHE	IL 61523
14283		349 SOUTH TENNEY ST		KEWANEE	IL 61443
14300		359 3RD STREET		LA SALLE	IL 61301
14272		1010 HEITMANN DR Truck Stop		LINCOLN	IL 62656
14288		1838 N. MAIN ST		PRINCETON	IL 61356
3016	SEAN CHINNA S & R PETROLEUM P.O. BOX 101 GLADSTONE	IL 61437	<u>Business Phone</u> (309) 627-9291	<u>Home Phone</u>	<u>Fax</u>
14277		402 6TH ST		NEW BOSTON	IL 61272
14273		Corner of 8th & Schuyler / RR1, Box 102B (Mail)		OQUAWKA	IL 61469
6500	KEN PEARSON MARTIN & BAYLEY, INC. 1311 A WEST MAIN ST. CARM	IL 62821	<u>Business Phone</u> (618) 382-2334	<u>Home Phone</u>	<u>Fax</u>
14284		1900 SOUTH ILLINOIS AVE		CARBONDALE	IL 62903
14250		1107 WEST OAK ST		CARM	IL 62821
14285		1100 PIN OAK DR		CARTERVILLE	IL 62918
14292		104 EGYPTIAN AVE		CHRISTOPHER	IL 62822
14254		1015 W. CAMP ST		EAST PEORIA	IL 61611
14253		ROUTE 45 & 142		ELDORADO	IL 62930
14268		101 WEST MAIN ST		FAIRFIELD	IL 62837
14291		925 EAST CLINTON AVE		FARMER CITY	IL 61842
14231	GRAYVILLE 101	522 N. COURT ST		GRAYVILLE	IL 62844
14238	HEYWORTH 186	701 WEST CLEVELAND		HEYWORTH	IL 61745
14276		701 E. DEYOUNG ST		MARION	IL 62959
14224	MCLEANSBORO 130	106 E. RANDOLPH ST		MCLEANSBORO	IL 62859
14249		201 EAST MAIN		MOUNT VERNON	IL 62864
14297		1801 SOUTH 10TH STREET		MT. VERNON	IL 62864
14301		150 SPITLER PARK DR		MT. ZION	IL 62549
14252		1415 WEST ALTA RD		PEORIA	IL 61615
14295		7225 N. ALLEN ROAD		PEORIA	IL 61614
14234		102 EAST BROADWAY		STEELEVILLE	IL 62288
12003	JOHN LESKOVISEK PEKIN PIZZA COMPANY 35 FAIRVIEW LANE SPRINGFIELD	IL 62711	<u>Business Phone</u> (217) 931-2151	<u>Home Phone</u>	<u>Fax</u> (217) 529-2651
		john@mikeandjohn.com			
14256		21 COTTONWOOD DR		CHATHAM	IL 62629
14269		2860 N. MAIN		DECATUR	IL 62526
14299		2107 COURT ST, UNIT 20		PEKIN	IL 61554
14260		1549 SOUTH DIRKSEN PARKWAY		SPRINGFIELD	IL 62703
14264		1754 WABASH AVE		SPRINGFIELD	IL 62704

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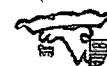
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6500	KEN PEARSON MARTIN & BAYLEY, INC. 1311 A WEST MAIN ST. CARMIL	IL 62821	<u>Business Phone</u> (618) 382-2334	<u>Home Phone</u>	<u>Fax</u>
15283	AUSTIN	11 WEST MAIN ST		AUSTIN	IN 47102
15300		568 EAST PEARL ST		BATESVILLE	IN 47006
15254	BLOOMFIELD 277	509 W. MAIN ST		BLOOMFIELD	IN 47424
15299		102 E. LINCOLN AVE		CHANDLER	IN 47610
15282	FORT BRANCH 323	US HWY 41 STATE RD 168 RT 1		FORT BRANCH	IN 47648
15267	FORTVILLE 298	322 EAST BROADWAY		FORTVILLE	IN 46040
15260	FRENCH LICK 289	208 SOUTH STATE RD		FRENCH LICK	IN 47432
15261	GREENTOWN 293	515 WEST MAIN		GREENTOWN	IN 46936
15277	HOPE 301	9823 NORTH STATE RD 9		HOPE	IN 47246
15284		601 NORTH MAIN		HUNTINGBURG	IN 47542
15290		555 HOFFMAN RD		JASPER	IN 47546
15292		631 WEST 4TH ST		MT. VERNON	IN 47620
15258	PETERSBURG 285	17 WEST MAIN		PETERSBURG	IN 47567
6500	KEN PEARSON MARTIN & BAYLEY, INC. 1311 A WEST MAIN ST. CARMIL	IL 62821	<u>Business Phone</u> (618) 382-2334	<u>Home Phone</u>	<u>Fax</u>
18341		101 N. ELM ST P.O. BOX 490		BARDWELL	KY 42023
18359		4200 LAFAYETTE ROAD		HOPKINSVILLE	KY 42240
18304		2299 US HWY 62 WEST		KUTTAWA	KY 42055
18236	MORGANFIELD 291	600 EAST FORT ST		MORGANFIELD	KY 42437
18310		411 S. 12TH ST		MURRAY	KY 42071
18342		900 N. 12TH ST		MURRAY	KY 42071
18305		2245 RAGU DR		OWENSBORO	KY 42303
18306		300 E. PARRISH AVE		OWENSBORO	KY 42303
18312		2080 SOUTHTOWN BLVD		OWENSBORO	KY 42301
18295		101 CALVERT DR		PADUCAH	KY 42003
18311		3572 LONE OAK RD		PADUCAH	KY 42003
18316		3025 OLIVET CHURCH RD		PADUCAH	KY 42001
18237	PROVIDENCE 307	200 EAST MAIN		PROVIDENCE	KY 42450
18238	STURGIS 302	620 NORTH MAIN		STURGIS	KY 42459
23370	RICK WILLIAMS RJW SERVICES, INC. 46 KINGSWOOD ROAD EL DORADO	IL 62930	<u>Business Phone</u> (618) 273-3421	<u>Home Phone</u> (618) 273-3421	<u>Fax</u> (618) 273-9744
18219	MADISONVILLE	PARKWAY PLAZA MALL		MADISONVILLE	KY 42431
6500	KEN PEARSON MARTIN & BAYLEY, INC. 1311 A WEST MAIN ST. CARMIL	IL 62821	<u>Business Phone</u> (618) 382-2334	<u>Home Phone</u>	<u>Fax</u>
26391		703 N. WESTWOOD BLVD		POPLAR BLUFF	MO 63901
6500	KEN PEARSON MARTIN & BAYLEY, INC. 1311 A WEST MAIN ST. CARMIL	IL 62821	<u>Business Phone</u> (618) 382-2334	<u>Home Phone</u>	<u>Fax</u>
43324		106 HIGHWAY 46		DICKSON	TN 37055
43320		23 VETERANS DR NORTH		HUNTINGDON	TN 38344

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8031	ARSHAD (ART) HABIB RAZM CORPORATION 1175 BROADWAY CHESTERTON	IN 46034	1175 BROADWAY Limited Menu	CHESTERTON	IN 46304
9110	MOHAMMAD IQBAL CRYSTAL FOOD CORPORATION 6851 BROADWAY MERRILLVILLE	IN 46410		MERRILLVILLE	IN 46410
15248	MERRILLVILLE	6851 BROADWAY		MERRILLVILLE	IN 46410
16025	JAYESHKUMAR PATEL AJ PARTNERSHIP INC 7107 MILANO DR INDIANAPOLIS	IN 46259			
15314		1808 INDIANAPOLIS ROAD		CRAWFORDSVILLE	IN 47933
15311		2935 MITTHOEFFER RD		INDIANAPOLIS	IN 46229
15313		6925 S. FRANKLIN RD		INDIANAPOLIS	IN 46259
23400	CHUCK WINTERS W & W PIZZA, INC. P.O. BOX 1268 PRINCETON	IN 47670			
36407		5800 WILMINGTON PIKE		CENTERVILLE	OH 45459
36404		4628 BRANDT PIKE		HUBER HEIGHTS	OH 45424
36280	LIMA	2525 ELIDA RD		LIMA	OH 45802
36408		291 N. SPRINGBORO PIKE		MIAMISBURG	OH 45449
1012	DAREL ANDERSON NORTH-AGRI MART LLC P.O. BOX 157 HOPE	KS 67451			
17307		301 W. WALNUT STREET		HERINGTON	KS 67449
12009	JOHN J. LUCAS LUCAS FAMILY PIZZA LLC 12525 ANTIOCH RD, SUITE 102 OVERLAND PARK	KS 66213	jasonlucas@sbcglobal.net		
17286		12561 ANTIOCH RD		OVERLAND PARK	KS 66213
19018	RICKY D. WOOD WOODSHED P.O. BOX 339 EDNA	KS 67342			
37252		309 S MAYES		ADAIR	OK 74330
12012	JOHN W LOTT EXECUTIVE HOTEL, LLC 11700 COMMONWEALTH DR, STE 604 LOUISVILLE	KY 40299			
18343		9700 BLUEGRASS PARKWAY		LOUISVILLE	KY 40299
16019	NILAM D. PATEL DONGAR FOOD 1506 S. SHELBY STREET LOUISVILLE	KY 40217	Robbie 270-995-0160		
18315		2611 LEITCHFIELD RD		ELIZABETHTOWN	KY 42701

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8037	ROHIT (ROY) PATEL LIBERTY SHELL MART 130 N. WALLACE WILKINSON BLVD LIBERTY	Business Phone (606) 787-2078	Home Phone	Fax	
18340	KY 42539 130 N. WALLACE WILKINSON BLVD		LIBERTY		KY 42539
16027	JERRY F. PENSOL S.P.C., INC. dba GODFATHER'S PIZZA P.O. BOX 1814 MOUNT VERNON	Business Phone (606) 308-3524	Home Phone	Fax	
18361	KY 40456 MT. VERNON 1475 RICHMOND RD		MT. VERNON		KY 40456
19024	G. LYNN RICE SUPER QUIK, INC. 2000 ASHLAND DR., SUITE 105 ASHLAND	Business Phone (606) 836-9641	Home Phone	Fax	
18303	KY 41101-7058 14 WEST KY 8, STE A		VANCEBURG		KY 41179
13510	DON WOOD SODEXO, INC. 9801 WASHINGTONIAN BLVD. GAITHERSBURG	Business Phone	Home Phone	Fax	
04136	MD 20878 ARKANSAS STATE UNIVERSI 105 N. Caraway/Carl Reng Ctr-Box 299		STATE UNIVERSITY		AR 72467
1100	ROBERT BRATTON HMSHOST 6905 ROCKLEDGE DRIVE BETHESDA	Business Phone (240) 694-4100	Home Phone	Fax	
24338	MD 20817 Mpls/St Paul Interntl Airport 4300 Glumack Dr (A/B Food Court)		ST. PAUL		MN 55111
13510	DON WOOD SODEXO, INC. 9801 WASHINGTONIAN BLVD. GAITHERSBURG	Business Phone	Home Phone	Fax	
28386	MD 20878 CREIGHTON UNIV. STUDENT 2400 CASS ST College		OMAHA		NE 68178
9600	DICK JOHNSON DJ CONCEPTS, INC. 11820 LAKEWAY DR. PLAINWELL	Business Phone (269) 664-5260	Home Phone	Fax	
23142	MI 49080 EAST CORK 3815 EAST CORK		KALAMAZOO		MI 49001
1010	STEVEN ANDERSON BOBBY & STEVE'S AUTO WORLD, LLP 7920 FRANCE AVE S BLOOMINGTON	Business Phone (952) 831-8833	Home Phone	Fax	
24390	MN 55435 7920 FRANCE AVE S		BLOOMINGTON		MN 55435
2020	ROGER BACKSTROM GFI MANAGEMENT LLC 10471 HOLLY STREET NW COON RAPIDS	Business Phone (763) 560-2667	Home Phone	Fax	
24377	MN 55448 7450 UNITY AVE, NORTH		BROOKLYN PARK		MN 55443
2031	JEFF BAHE JEFFS: BOBBY & STEVE'S AUTO WORLD, LLP 3701 CENTRAL AVE NE COLUMBIA HEIGHTS	Business Phone (612) 251-9084	Home Phone	Fax	
	MN 55421				

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24391	3701 CENTRAL AVE NE	COLUMBIA HEIGHTS	MN	55421
19023	STEVE WILLIAMS BOBBY & STEVE'S AUTO WORLD II, LLP 1221 WASHINGTON AVENUE SOUTH MINNEAPOLIS MN 55415	<u>Business Phone</u> (612) 333-8900	<u>Home Phone</u>	<u>Fax</u>
24375	1221 WASHINGTON AVE SOUTH Truck Stop	MINNEAPOLIS	MN	55415
2029	MICK & DEANN BROMENSCHENKEL GODFATHER'S PIZZA 4623 60TH AVENUE ST. CLOUD MN 56304	<u>Business Phone</u> (320) 743-4730	<u>Home Phone</u>	<u>Fax</u>
24386	13854 1ST ST SE, STE 8	BECKER	MN	55308
19004	COREY CHRISTENSEN SCK OF RED WING, INC. 2000 OLD WEST MAIN STREET RED WING MN 55066	<u>Business Phone</u> (651) 388-1138	<u>Home Phone</u>	<u>Fax</u>
24333	2000 OLD WEST MAIN ST	RED WING	MN	55066
3020	JERRY MORD CO-OP SERVICE INC. OF BAUDETTE P.O. BOX 69 BAUDETTE MN 56623	<u>Business Phone</u> (218) 634-2550	<u>Home Phone</u>	<u>Fax</u>
24380	509 W. MAIN	Mary Jo mj.leiding@hotmail.com 218-634-1313 BAUDETTE	MN	56623
7018	STEVEN M. GIERE PIZZA TEAM, INC. 1611 16TH STREET NW ROCHESTER MN 55901	<u>Business Phone</u> (507) 288-7515	<u>Home Phone</u>	<u>Fax</u>
24381	1611 N.W. 16TH ST	ROCHESTER	MN	55901
8016	BOB HANAUSKA DON'S I-94 CONVENIENCE STORE, INC. 310 - 8TH STREET SOUTH ALBANY MN 56307	<u>Business Phone</u> (320) 845-4646	<u>Home Phone</u>	<u>Fax</u> (320) 845-4669
24350	310 - 8TH ST SOUTH	ALBANY	MN	56307
11019	LARRY KICKER GODFATHER'S PIZZA IN ARLINGTON 343 ARLINGTON MN 55307	<u>Business Phone</u> (507) 964-2122	<u>Home Phone</u>	<u>Fax</u>
24379	343 W. MAIN ST	ARLINGTON	MN	55307
3014	NIKKI OSSE NORTHERN STAR COOP SVCS., INC. P.O. BOX 458 DEER RIVER MN 56636	<u>Business Phone</u> (218) 232-2445	<u>Home Phone</u>	<u>Fax</u>
24356	904 1ST AVE NE	LONG PRAIRIE	MN	56347
20014	ANDREA TEAL TEAL'S CONVENIENCE - LUVERNE, L.L.C. 201 2ND AVE SOUTH, SUITE 101 COLD SPRING MN 56320	<u>Business Phone</u> (320) 630-2329	<u>Home Phone</u>	<u>Fax</u>
24395	818 N. KNISS AVE	LUVERNE	MN	56156
8034	TARA ANDERSON HOLIDAY STATIONSTORES, INC 4567 AMERICAN BLVD WEST BLOOMINGTON MN 55437	<u>Business Phone</u> (952) 830-8700	<u>Home Phone</u>	<u>Fax</u>

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35154		107 8TH AVENUE SE		WATFORD CITY	ND	58854
2032	RUSSELL BABCOCK GRACE PIZZA, INC. 322 SOUTH 291 HIGHWAY LIBERTY	MO 64068	<u>Business Phone</u> (816) 215-4608	<u>Home Phone</u>	<u>Fax</u>	
26401		5402 ANTIOCH RD		KANSAS CITY	MO	64119
26402	LIBERTY	322 SOUTH 291 HWY		LIBERTY	MO	64068
2026	JEFF & KRISTI BAILEY GODFATHER'S PIZZA 3108 COUNTY ROAD 3690 MOUNTAIN VIEW	MO 65548	<u>Business Phone</u> (417) 247-0274	<u>Home Phone</u>	<u>Fax</u>	
26392		103 E. 5TH ST		MOUNTAIN VIEW	MO	65548
3027	HEON-MO (BILL) CHUNG NAM-HO DEVELOPMENT, LLC 1514 BOB GRIFFIN ROAD CAMERON	MO 64429	<u>Business Phone</u> (816) 617-2753	<u>Home Phone</u>	<u>Fax</u>	
26394		1518 BOB GRIFFIN RD		CAMERON	MO	64429
3031	MICHAEL COOK COOK RESTAURANTS, LLC 791 N. WESTWOOD BLVD. POPLAR BLUFF	MO 63901	<u>Business Phone</u> (573) 718-9595	<u>Home Phone</u>	<u>Fax</u> (573) 785-0944	
26397		791 N. WESTWOOD BLVD	Michael Cook mccoock@semo.net	POPLAR BLUFF	MO	63901
3551	DAVID CROWDUS AUX ARC PIZZA 549 AMANDA RD RIDGEDALE	MO 65739	<u>Business Phone</u> (816) 792-1000	<u>Home Phone</u>	<u>Fax</u> (816) 792-0654	
26399		1026 W. MAIN STREET		BRANSON	MO	65616
4009	TOBY DOLT JUDY'S PLACE, LLC 220 W. 6TH STREET LAWSON	MO 64062	<u>Business Phone</u> (816) 580-7115	<u>Home Phone</u>	<u>Fax</u> (816) 296-7612	
26370		220 W. 6TH ST	Teresa tsmc77@yahoo.com	LAWSON	MO	64062
7019	TONY GIER GIER OIL COMPANY, INC. 301 E. 8TH STREET ELDON	MO 65026	<u>Business Phone</u> (573) 392-6150	<u>Home Phone</u>	<u>Fax</u> (573) 392-6230	
26393		1850 W. ELM ST		LEBANON	MO	65536
26389		1963 HWY 63 (WESTPHALIA EAGLE STOP)		WESTPHALIA	MO	65085
12006	GREG & LORI LANDES LANDES OIL INC. P.O. BOX 199 JAMESPORT	MO 64648	<u>Business Phone</u> (660) 684-6611	<u>Home Phone</u>	<u>Fax</u>	
26374		103 HILL ST	Ruth landesoi@grm.net	STEWARTSVILLE	MO	64490
12013	ZARAR (BOBBY) LODHI LION PETROLEUM, INC 4251 LINDELL BLVD ST. LOUIS	MO 63108	<u>Business Phone</u> (314) 652-1113	<u>Home Phone</u>	<u>Fax</u>	
26423		9038 NATURAL BRIDGE RD		ST. LOUIS	MO	63121

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16022	KAUSHIK PATEL JIYA LLC dba FAST BREAK 101 CENTER STREET LATHROP	MO 64465 101 CENTER ST	<u>Business Phone</u> (816) 528-7492	<u>Home Phone</u>	<u>Fax</u> (816) 528-3663		
26403				LATHROP		MO 64465	
19510	MIKE SIDWELL K2M, INC. 510 EAST SOUTH STREET OZARK	MO 65721 Linda 417-887-0184	<u>Business Phone</u> (417) 581-9292	<u>Home Phone</u>	<u>Fax</u>		
26368		5453 FF HWY		BATTLEFIELD		MO 65619	
26357	NIXA	1890 DEFFER DR		NIXA		MO 65714	
26363		510 EAST SOUTH ST		OZARK		MO 65721	
26398		1832 S. INGRAM MILL ROAD		SPRINGFIELD		MO 65804	
19033	AYAZ SIKANDER RAZIA LLC dba OUR PLACE 1306 US HWY 136 W ROCK PORT	MO 64482	<u>Business Phone</u> (660) 744-5341	<u>Home Phone</u>	<u>Fax</u>		
26400		1306 US HWY 136 W		ROCK PORT		MO 64482	
8028	TERRA GARDIPEE FLAT FOOD LLP 1800 3RD STREET NW GREAT FALLS	MT 59404	<u>Business Phone</u> (406) 788-5804	<u>Home Phone</u>	<u>Fax</u>		
27140		1800 3RD STREET NW	THE DO BAR	GREAT FALLS		MT 59404	
22100	LINDA VAP MONTANA PIZZA, INC. 223 EAST MAIN MISSOULA	MT 59802 Teresa Lechner - teresa@huhot.com	<u>Business Phone</u> (406) 251-3461	<u>Home Phone</u>	<u>Fax</u> (406) 251-4575		
27135	BILLINGS	905 MAIN ST		BILLINGS		MT 59105	
27105	HELENA	2216 N MONTANA AVE		HELENA		MT 59601	
3028	BURNHAM WALLACE COLONIAL PANTRY HOLDINGS, LLC 1410 COMMONWEALTH DR., STE 202 WILMINGTON	NC 28403	<u>Business Phone</u> (910) 395-5300	<u>Home Phone</u>	<u>Fax</u>		
14289	DANVILLE	616 S. BOWMAN AVE		DANVILLE		IL 61832	
14290	OGDEN	401 N. MARKET ST		OGDEN		IL 61859	
8029	MICHAEL W. HILL STRIKER'S BOWLING CENTER 1010 E. BROAD AVENUE ROCKINGHAM	NC 28379	<u>Business Phone</u> (910) 206-5403	<u>Home Phone</u>	<u>Fax</u>		
34340		1010 E. BROAD AVE		ROCKINGHAM		NC 28379	
13028	JYOTHSNA NAGABHIRAVA NIVI CORPORATION 1223 RIDGE GROVE CT LEWISVILLE	NC 27295	<u>Business Phone</u> (336) 391-9132	<u>Home Phone</u>	<u>Fax</u>		
34344		215 W HWY 64, SUITE 14		LEXINGTON		NC 27295	
1008	CHRIS ALLEN MLO INVESTMENTS, INC. 4141 38TH STREET SOUTH, STE E1 FARGO	ND 58104	<u>Business Phone</u> (701) 373-0033	<u>Home Phone</u>	<u>Fax</u>		
24385	DETROIT LAKES	712 1/2 WASHINGTON AVE		DETROIT LAKES		MN 56501	

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8033	JARED SCHEELER HUB CONVENIENCE STORES, INC 191 40TH STREET WEST DICKINSON	ND 58601	<u>Business Phone</u> (701) 483-3835	<u>Home Phone</u>	<u>Fax</u> (701) 483-3836
35153	191 40TH STREET WEST	DICKINSON	ND 58601		
6013	DONALD GRANDE KIBO HOLDINGS, LTD 2700 12TH AVENUE S., SUITE A FARGO	ND 58103	<u>Business Phone</u> (701) 365-8088	<u>Home Phone</u>	<u>Fax</u>
35152	301 12TH AVE SE	STANLEY	ND 58784		
16028	BILL KLUG UNITED QUALITY COOPERATIVE 307 MAIN STREET NEW TOWN	ND 58763	<u>Business Phone</u> (701) 627-3636	<u>Home Phone</u>	<u>Fax</u>
35156	99 COOP STREET	NEW TOWN	ND 58763		
23012	CODY WICKHAM SAMUS ENTERPRISES LLC 6520 N. 158TH STREET OMAHA	NE 68116	<u>Business Phone</u> (402) 616-1929	<u>Home Phone</u>	<u>Fax</u>
06343	2350 E. 120TH AVENUE	THORNTON	CO 80233		
3011	DELONE WILSON CUBBY'S INC. 9229 MORMON BRIDGE PLZ, STE 6 OMAHA	NE 68152-1959	<u>Business Phone</u> (402) 453-2468	<u>Home Phone</u>	<u>Fax</u> (402) 453-4513
16545	1302 FIRST AVE Truck Stop	MANSON	IA 50563		
16493	121 N. DES MOINES Truck Stop	ODEBOLT	IA 51458		
16569	2501 210TH AVE	PERCTVAL	IA 51648		
16491	2405 N. BROADWAY ST Truck Stop	RED OAK	IA 51566		
18100	PETER HARDING FALL FOODS, INC. 144 S 39TH STREET OMAHA	NE 68131	<u>Business Phone</u> (402) 681-5741	<u>Home Phone</u>	<u>Fax</u>
16150	UNIVERSITY	4119 UNIVERSITY	DES MOINES	IA 50311	
16165	FORT DODGE	2305 1ST AVE, SOUTH	FORT DODGE	IA 50501	
16590		200 SE GATEWAY DR #111	GRIMES	IA 50111	
16175	MASON CITY	1703 4TH ST SE	MASON CITY	IA 50401	
16395	WEST DES MOINES	5919 ASHWORTH RD	WEST DES MOINES	IA 50266	
12011	MARK LIPPINCOTT KOPPER KETTLE, INC 1160 LINCOLN ST BLAIR	NE 68008	<u>Business Phone</u> (402) 426-2171	<u>Home Phone</u>	<u>Fax</u>
16592	1961 HIGHWAY 30	MISSOURI VALLEY	IA 51555		
20007	BRAD TAYLOR TAYLOR OIL COMPANY, INC. P.O. BOX 548 BLAIR	NE 68008-0548	<u>Business Phone</u> (402) 426-9505	<u>Home Phone</u>	<u>Fax</u>
16492	11 EAST ST (M16 & I-80, EXIT 34) Truck Stop	SHELBY	IA 51570		
1004	DUAINE ARENA ASA HOLDINGS, LLC 556 SARGENT STREET BEATRICE	NE 68310	<u>Business Phone</u> (402) 806-4406	<u>Home Phone</u>	<u>Fax</u>

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28441	556 SARGENT ST	BEATRICE	NE	68310
2036	BRADLEY G. BRINK KB STORES, INC. 1861 COUNTY ROAD 17 LYONS	<u>Business Phone</u> (402) 372-7205	<u>Home Phone</u>	<u>Fax</u>
28457	702 S. BROADWAY ST	DECATUR	NE	68020
3011	DELONE WILSON CUBBY'S INC. 9229 MORMON BRIDGE PLZ, STE 6 OMAHA	<u>Business Phone</u> (402) 453-2468	<u>Home Phone</u>	<u>Fax</u> (402) 453-4513
28433	15625 C W HADEN DR	BENNINGTON	NE	68007
28453	1453 WASHINGTON STREET	BLAIR	NE	68008
28451	301 S. LAKE AVENUE	GOTHENBURG	NE	69138
28430	13504 238TH ST Truck Stop	GREENWOOD	NE	68366
28438	210 L ST	NELIGH	NE	68756
28420	204 EAST HWY 20	O'NEILL	NE	68763
28447	701 SOUTH 4TH ST	PENDER	NE	68047
28449	110 NORTH 30 RD Truck Stop	SYRACUSE	NE	68446
28425	603 S. 13TH ST	TEKAMAH	NE	68061
28415	206 OAK ST	WAKEFIELD	NE	68784
28426	546 COUNTY ROAD M	YUTAN	NE	68073
7022	CALE GIESE GANDER FOODS, LLC 106 S. MAIN STREET WAYNE	<u>Business Phone</u> (402) 369-2145	<u>Home Phone</u>	<u>Fax</u>
28450	106 S. MAIN ST	WAYNE	NE	68787
7024	MICHAEL GLASSMYER GLASCO ENTERPRISES, INC P.O. BOX 1505 HASTINGS	<u>Business Phone</u> (402) 469-6790	<u>Home Phone</u>	<u>Fax</u> (402) 303-1042
28454	1414 N. BURLINGTON AVE	HASTINGS	NE	68901
7740	MIKE GOTTSCHALK GOTCHA CORPORATION 3618 SOUTH 170TH COURT OMAHA	<u>Business Phone</u> (402) 210-7423	<u>Home Phone</u>	<u>Fax</u> (402) 697-5549
28406	806 VILLAGE SQUARE	GRETN	NE	68028
28432	2917 S. 168TH ST	OMAHA	NE	68130
7025	JOHN GUILL JG5 ENTERPRISES, LLC 101 S. CHARDE AVE OAKLAND	<u>Business Phone</u> (402) 372-7702	<u>Home Phone</u>	<u>Fax</u>
28455	101 S. CHARDE AVE	OAKLAND	NE	68045
8610	LOWELL HENGGELE GODFATHER'S PIZZA 1851 E. 23RD STREET FREMONT	<u>Business Phone</u> (402) 727-6262	<u>Home Phone</u>	<u>Fax</u>
28379	1851 E. 23RD ST	FREMONT	NE	68025
8600	MARK HENK & TIM SVOBODA SVOBODA & HENK, INC. 2457 N. 147TH STREET OMAHA	<u>Business Phone</u> (402) 643-4524	<u>Home Phone</u>	<u>Fax</u>
28345	1916 S LOCUST	GRAND ISLAND	NE	68801

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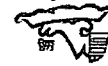
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28385	PLATTSMOUTH	132 S. 6TH ST	PLATTSMOUTH	NE	68048
28245	SEWARD	122 NORTH 5TH ST	SEWARD	NE	68434
8015	CHARLES (AL) HESS		<u>Business Phone</u>	<u>Home Phone</u>	<u>Fax</u>
	CHESS, INC.		(402) 981-3618		
	16021 BOYD CIRCLE				
	OMAHA	NE 68116			
28414		14139 Q ST		OMAHA	NE 68137
11010	JIM KINDIG		<u>Business Phone</u>	<u>Home Phone</u>	<u>Fax</u>
	KENESAW FUN CENTER		(402) 752-3628		
	P.O. BOX 336				
	KENESAW	NE 68956			
28409		P.O. BOX 219 304 N. SMITH AVE		KENESAW	NE 68956
11001	PAT KELLEY		<u>Business Phone</u>	<u>Home Phone</u>	<u>Fax</u>
	KT RESTAURANTS, INC., LLC		(402) 614-5666		(402) 614-2781
	P.O. Box 540843				
	OMAHA	NE 68154			
28389		15234 WEST MAPLE RD		OMAHA	NE 68116
28398		417 N. SADDLE CREEK RD		OMAHA	NE 68131
28401	NORTH 30TH	7403 NORTH 30TH ST		OMAHA	NE 68112
11905	BOB KUTA		<u>Business Phone</u>	<u>Home Phone</u>	<u>Fax</u>
	KBF, INC.		(402) 564-8515		
	P.O. BOX 1500				
	COLUMBUS	NE 68601			
28375	COLUMBUS	770 33RD AVE		COLUMBUS	NE 68601
13026	RICHARD MUNDIL		<u>Business Phone</u>	<u>Home Phone</u>	<u>Fax</u>
	PINE STREET PUB, LLC		(402) 270-0512		
	228 CENTER STREET				
	HOWELLS	NE 68641			
28452		247 PINE ST		CLARKSON	NE 68629
15005	STEVE OSBORN		<u>Business Phone</u>	<u>Home Phone</u>	<u>Fax</u>
	OZZIE'S, INC.		(308) 386-8472		
	P.O. BOX 278				
	SUTHERLAND	NE 69165			
28437		520 E. PHILIP AVE, STE 2		NORTH PLATTE	NE 69101
28422		I-80 & HWY 25 Truck Stop		SUTHERLAND	NE 69165
16008	SANDRA FRICKEY		<u>Business Phone</u>	<u>Home Phone</u>	<u>Fax</u>
	PANHANDLE COOPERATIVE ASSOC.		(308) 631-3395		
	401 S. BELTLINE HWY W.				
	SCOTTSBLUFF	NE 69363-2188			
28417		102 W. 5TH ST P.O. BOX 326		BRIDGEPORT	NE 69336
16200	DAN PETERSEN		<u>Business Phone</u>	<u>Home Phone</u>	<u>Fax</u>
	ELKHORN PIZZA, INC.		(402) 289-2038		
	P.O. BOX 513				
	ELKHORN	NE 68022			
28374	ELKHORN	101 HILLRISE		ELKHORN	NE 68022
18400	BRIAN BARTLING		<u>Business Phone</u>	<u>Home Phone</u>	<u>Fax</u>
	RIGEL AIRPORT SERVICES LLC		(402) 422-6376		(402) 345-1223
	4501 ABBOTT DRIVE				
	OMAHA	NE 68144	Linda lindaras1@hotmail.com		
28394	EPPLEY AIRFIELD	4501 ABBOTT DR-EPPLEY AIRFIELD		OMAHA	NE 68110

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20009	DAVID THIELE MAST ENTERPRISES, INC. 2201 BROADWAY SCOTTSBLUFF	NE 69361	2207 BROADWAY SCOTTSBLUFF	NE 69361			
					<u>Business Phone</u>	<u>Home Phone</u>	<u>Fax</u>
					(308) 632-5858		
28434							
23011	DENNIS WAMSLEY THE POST, LLC P.O. BOX 500 SIDNEY	NE 69162	1020 OLD POST ROAD SIDNEY	NE 69162			
					<u>Business Phone</u>	<u>Home Phone</u>	<u>Fax</u>
					(308) 249-4403		
28448							
23004	MIKE WILSON WHITEHEAD OIL COMPANY P.O. BOX 30211 LINCOLN	NE 68503	18940 S. 68TH ST HICKMAN	NE 68372			
					<u>Business Phone</u>	<u>Home Phone</u>	<u>Fax</u>
					(402) 435-3509		
28428							
23005	TOM WIESE DECATUR EXPRESS, INC. P.O. BOX 349 SCRIBNER	NE 68057	205 RAILROAD ST SCRIBNER	NE 68057			
					<u>Business Phone</u>	<u>Home Phone</u>	<u>Fax</u>
					(402) 720-2958		
28427							
3011	DELONE WILSON CUBBY'S INC. 9229 MORMON BRIDGE PLZ, STE 6 OMAHA	NE 68152-1959					
					<u>Business Phone</u>	<u>Home Phone</u>	<u>Fax</u>
					(402) 453-2468		(402) 453-4513
42174			200 TOWER ROAD	DAKOTA DUNES	SD	57049	
42169			220 HWY 115 N.	DELL RAPIDS	SD	57022	
42171			4700 W. 12TH ST	SIOUX FALLS	SD	57107	
42168			101 W. 1ST ST	TEA	SD	57064	
13023	ANIL MANOCHA AAVIV, INC. 5321 DESERT PEACH DR. SPARKS	NV 89436	645 BOOTH ST RENO	NV 89509			
					<u>Business Phone</u>	<u>Home Phone</u>	<u>Fax</u>
					(775) 786-7191		(775) 786-6348
29156							
8400	KOREY MURNANE SPEEDWAY LLC 500 SPEEDWAY DR ENON	OH 45323	1475 BUENA VISTA DR LAKE BUENA VISTA	FL 32830			
					<u>Business Phone</u>	<u>Home Phone</u>	<u>Fax</u>
					(937) 864-3001		
10487			1000 WEST CAR CARE DR LAKE BUENA VISTA	FL 32830			
10499							
20012	KIRK MATTHEWS TA OPERATING LLC 24601 CENTER RIDGE RD, STE 200 WESTLAKE	OH 44145	2351 N. CENTERVILLE RD CENTERVILLE	IN 47330			
					<u>Business Phone</u>	<u>Home Phone</u>	<u>Fax</u>
					(440) 808-9100		(440) 808-3301
15302							
20012	KIRK MATTHEWS TA OPERATING LLC 24601 CENTER RIDGE RD, STE 200 WESTLAKE	OH 44145	10303 LEAVENWORTH RD KANSAS CITY	KS 66109			
					<u>Business Phone</u>	<u>Home Phone</u>	<u>Fax</u>
					(440) 808-9100		(440) 808-3301
17287			15855 W. 87TH STREET LENEXA	KS 66219			
17290							

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		<u>Business Phone</u>	<u>Home Phone</u>	<u>Fax</u>
20012	KIRK MATTHEWS TA OPERATING LLC 24601 CENTER RIDGE RD, STE 200 WESTLAKE OH 44145	(440) 808-9100		(440) 808-3301
18300	410 W. MAIN ST		AUBURN	KY 42206
18348	1376 S US HIGHWAY 25 E		BARBOURVILLE	KY 40906
18301	1989 US HWY 231 SOUTH		BEAVER DAM	KY 42320
18349	63 SLICKBACK RD		BETON	KY 42025
18307	150 SCOTTY'S WAY		BOWLING GREEN	KY 42101
18313	1051 FAIRVIEW AVE		BOWLING GREEN	KY 42103
18314	810 MORGANTOWN RD		BOWLING GREEN	KY 42101
18318	3411 LOUISVILLE RD		BOWLING GREEN	KY 42101
18319	4455 RUSSELLVILLE RD		BOWLING GREEN	KY 42101
18320	3810 SCOTTSVILLE RD		BOWLING GREEN	KY 42104
18321	1200 CAMPBELL LANE		BOWLING GREEN	KY 42101
18322	669 THREE SPRINGS RD Limited Menu		BOWLING GREEN	KY 42104
18339	3011 NASHVILLE RD		BOWLING GREEN	KY 42101
18323	PO BOX 437/HOUCHENS FERRY RD		BROWNSVILLE	KY 42210
18324	311 NORTH MAIN ST		BURKESVILLE	KY 42717
18325	267 MAIN ST		CADIZ	KY 42211
18326	HWY 95 & FIFTH AVE		CALVERT CITY	KY 42029
18327	HWY 31 & 70		CAVE CITY	KY 42127
18328	25 OAK HEIGHTS		DAWSON SPRINGS	KY 42408
18329	1080 HARDING RD		FRANKLIN	KY 42134
18330	557 S L ROGERS WELLS BLVD		GLASGOW	KY 42141
18331	349 N. MAIN ST		GREENVILLE	KY 42345
18332	511 N. COLLEGE ST		HARRODSBURG	KY 40330-1015
18333	1905 N. MAIN ST		JAMESTOWN	KY 42629-2507
18334	1580 US HWY 60 W		LEDBETTER	KY 42058-0043
18344	4201 SARON DR		LEXINGTON	KY 40515
18345	930 S. BROADWAY		LEXINGTON	KY 40504
18346	905 S. LIMESTONE		LEXINGTON	KY 40503
18355	109 TOWNE CENTER DR		LEXINGTON	KY 40511
18356	4096 NICHOLS PARK DR		LEXINGTON	KY 40503
18357	1070 NEWTOWN PIKE		LEXINGTON	KY 40511
18335	634 EDGEWOOD DR		NICHOLASVILLE	KY 40356
18336	125 WEST NASHVILLE ST		PEMBROKE	KY 42266
18337	2300 S. DIXIE BLVD		RADCLIFF	KY 40160
18338	1397 NEW GALLATIN RD		SCOTTSVILLE	KY 42164
.....				
20012	KIRK MATTHEWS TA OPERATING LLC 24601 CENTER RIDGE RD, STE 200 WESTLAKE OH 44145	(440) 808-9100		(440) 808-3301
26416	11109 E. 23RD ST. SOUTH		INDEPENDENCE	MO 64052
26409	11100 HOLMES RD		KANSAS CITY	MO 64131
26413	10245 STATE LINE ROAD		KANSAS CITY	MO 64114
26407	5050 NE LAKEWOOD WAY		LEE'S SUMMIT	MO 64064
26421	300 SE 291 HIGHWAY		LEE'S SUMMIT	MO 64063
26408	6316 HWY 9 N		PARKVILLE	MO 64152
26405	2300 RUNNING HORSE RD		PLATTE CITY	MO 64079
26410	6903 BLUE RIDGE BLVD		RAYTOWN	MO 64133
26417	6024 BLUE RIDGE BLVD		RAYTOWN	MO 64133
26420	9805 E 350 HIGHWAY		RAYTOWN	MO 64133
26404	4101 N. BELT HWY		ST. JOSEPH	MO 64506
26406	250 EAST COOPER AVE		WARRENSBURG	MO 64093
.....				

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16023	BHUPENDRA PATEL RADHA FOOD & GAS INC. 60 EAST PIKE STREET FAYETTEVILLE	OH 45118	<u>Business Phone</u> (513) 490-9020	<u>Home Phone</u>	<u>Fax</u>		
36409		60 EAST PIKE STREET		FAYETTEVILLE	OH	45118	
36410		1279 STATE ROUTE 28		LOVELAND	OH	45140	
20012	KIRK MATTHEWS TA OPERATING LLC 24601 CENTER RIDGE RD, STE 200 WESTLAKE	OH 44145	<u>Business Phone</u> (440) 808-9100	<u>Home Phone</u>	<u>Fax</u> (440) 808-3301		
36411		10 E. SUNSET DR		RITTMAN	OH	44270	
20012	KIRK MATTHEWS TA OPERATING LLC 24601 CENTER RIDGE RD, STE 200 WESTLAKE	OH 44145	<u>Business Phone</u> (440) 808-9100	<u>Home Phone</u>	<u>Fax</u> (440) 808-3301		
43301		1230 PEACHERS MILL RD		CLARKSVILLE	TN	37042	
43305		2690 TRENTON RD		CLARKSVILLE	TN	37040-5801	
43315		1110 SOUTH JEFFERSON AVE		COOKEVILLE	TN	38506	
12001	JOE COTTON LOVE'S TRAVEL STOPS & CNTRY STORES, INC. P.O. BOX 26210 OKLAHOMA CITY	OK 73126	<u>Business Phone</u> (405) 751-9000	<u>Home Phone</u>	<u>Fax</u>		
01247		905 STEELE STATION ROAD		STEELE	AL	35987	
12001	JOE COTTON LOVE'S TRAVEL STOPS & CNTRY STORES, INC. P.O. BOX 26210 OKLAHOMA CITY	OK 73126	<u>Business Phone</u> (405) 751-9000	<u>Home Phone</u>	<u>Fax</u>		
04138		3910 S. DIVISION ST		BLYTHEVILLE	AR	72315	
04139		11801 E. I-40		NORTH LITTLE ROCK	AR	72117	
12001	JOE COTTON LOVE'S TRAVEL STOPS & CNTRY STORES, INC. P.O. BOX 26210 OKLAHOMA CITY	OK 73126	<u>Business Phone</u> (405) 751-9000	<u>Home Phone</u>	<u>Fax</u>		
05472		2974 LENWOOD RD Truck Stop		BARSTOW	CA	92311	
12001	JOE COTTON LOVE'S TRAVEL STOPS & CNTRY STORES, INC. P.O. BOX 26210 OKLAHOMA CITY	OK 73126	<u>Business Phone</u> (405) 751-9000	<u>Home Phone</u>	<u>Fax</u>		
06342		115 HARRISON AVE		BUENA VISTA	CO	81211	
06345		108 S. 12TH STREET		GUNNISON	CO	81230	
06346		308 EAST 1ST STREET		LA JUNTA	CO	81050	
06347		605 N. MAIN ST		LAMAR	CO	81052	
06349		301 E. OLIVE ST		LAMAR	CO	81052	
06348		1537 GRAND AVE		MONTE VISTA	CO	81144	
12001	JOE COTTON LOVE'S TRAVEL STOPS & CNTRY STORES, INC. P.O. BOX 26210 OKLAHOMA CITY	OK 73126	<u>Business Phone</u> (405) 751-9000	<u>Home Phone</u>	<u>Fax</u>		
11251		2766 US HIGHWAY 17 SOUTH		BRUNSWICK	GA	31523	
11252		1190 FRANK AMERSON PARKWAY		MACON	GA	31216	

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12001	JOE COTTON	<u>Business Phone</u>	<u>Home Phone</u>	<u>Fax</u>
	LOVE'S TRAVEL STOPS & CNTRY STORES, INC.	(405) 751-9000		
	P.O. BOX 26210			
	OKLAHOMA CITY	OK 73126		
16604		100 MONROE ST	FLOYD	IA 50435
12001	JOE COTTON	<u>Business Phone</u>	<u>Home Phone</u>	<u>Fax</u>
	LOVE'S TRAVEL STOPS & CNTRY STORES, INC.	(405) 751-9000		
	P.O. BOX 26210			
	OKLAHOMA CITY	OK 73126		
15295		780 JEFF GORDON BLVD Truck Stop (Limited Menu	PITTSBORO	IN 46167
12001	JOE COTTON	<u>Business Phone</u>	<u>Home Phone</u>	<u>Fax</u>
	LOVE'S TRAVEL STOPS & CNTRY STORES, INC.	(405) 751-9000		
	P.O. BOX 26210			
	OKLAHOMA CITY	OK 73126		
17306		1712 N. SUMMIT STREET	ARKANSAS CITY	KS 67005
17304		265 WEST 4TH STREET	COLBY	KS 67701
17278		1108 W. WYATT EARP BLVD	DODGE CITY	KS 67801
17305		400 E. WYATT EARP BLVD	DODGE CITY	KS 67801
17298		1221 10TH STREET	GREAT BEND	KS 67530
17301		2500 VINE STREET	HAYS	KS 67601
17299		208 W. PANCAKE BLVD	LIBERAL	KS 67901
17303		303 W. HOLME ST	NORTON	KS 67654
17302		709 E. STATE STREET	PHILLIPSBURG	KS 67661
17300		1412 EAST 1ST STREET	PRATT	KS 67124
12001	JOE COTTON	<u>Business Phone</u>	<u>Home Phone</u>	<u>Fax</u>
	LOVE'S TRAVEL STOPS & CNTRY STORES, INC.	(405) 751-9000		
	P.O. BOX 26210			
	OKLAHOMA CITY	OK 73126		
25109		730 US-80 EAST	FLOWOOD	MS 39232
25108		6609 LAKE-NORRIS RD	LAKE	MS 39092
12001	JOE COTTON	<u>Business Phone</u>	<u>Home Phone</u>	<u>Fax</u>
	LOVE'S TRAVEL STOPS & CNTRY STORES, INC.	(405) 751-9000		
	P.O. BOX 26210			
	OKLAHOMA CITY	OK 73126		
34332		3308 HWY 226 SOUTH Truck Stop (Limited Menu)	MARION	NC 28752
12001	JOE COTTON	<u>Business Phone</u>	<u>Home Phone</u>	<u>Fax</u>
	LOVE'S TRAVEL STOPS & CNTRY STORES, INC.	(405) 751-9000		
	P.O. BOX 26210			
	OKLAHOMA CITY	OK 73126		
35155		13586 57TH STREET NW	WILLISTON	ND 58801
12001	JOE COTTON	<u>Business Phone</u>	<u>Home Phone</u>	<u>Fax</u>
	LOVE'S TRAVEL STOPS & CNTRY STORES, INC.	(405) 751-9000		
	P.O. BOX 26210			
	OKLAHOMA CITY	OK 73126		
32164		703 SOUTH 1ST STREET	CLAYTON	NM 88415
32161		900 WEST MOTEL DRIVE Truck Stop (Limited Menu	LORDSBURG	NM 88045
32159		1900 MOUNTAIN RD Truck Stop (Limited Menu)	TUCUMCARI	NM 88401
12001	JOE COTTON	<u>Business Phone</u>	<u>Home Phone</u>	<u>Fax</u>
	LOVE'S TRAVEL STOPS & CNTRY STORES, INC.	(405) 751-9000		
	P.O. BOX 26210			
	OKLAHOMA CITY	OK 73126		
29154		12501 APEX GREAT BASIN WAY	LAS VEGAS	NV 89105

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4020	IVAN DICKEY IVAN DICKEY, LLC 2101 WEST OWEN K. GARRIOTT RD ENID	<u>Business Phone</u> (580) 402-0440	<u>Home Phone</u>	<u>Fax</u>
37284	OK 73703 2101 WEST OWEN K. GARRIOTT RD.	ENID	OK	73703
12001	JOE COTTON LOVE'S TRAVEL STOPS & CNTRY STORES, INC. P.O. BOX 26210 OKLAHOMA CITY	<u>Business Phone</u> (405) 751-9000	<u>Home Phone</u>	<u>Fax</u>
37267	300 N. MISSISSIPPI	ADA	OK	74820
37275	524 W. MAIN STREET	ADA	OK	74820
37256	619 N. MAIN STREET	ALTUS	OK	73521
37259	607 E. OKLAHOMA BLVD	ALVA	OK	73717
37231	P.O. BOX 2236 Truck Stop (Limited Menu)	ARDMORE	OK	73401
37268	930 W. BROADWAY	ARDMORE	OK	73401
37280	504 S. PARK DRIVE	BROKEN BOW	OK	74728
37278	1326 SOUTH 4TH STREET	CHICKASHA	OK	73018
37281	1001 W. CHOCTAW AVE	CHICKASHA	OK	73018
37285	432 S. GRAND	CRESCENT	OK	73028
37262	202 W. MAIN ST	DUNCAN	OK	73533
37271	1223 NORTH 1ST ST	DURANT	OK	74701
37272	524 W. MAIN STREET	DURANT	OK	74701
37239	P.O. BOX 1645 Truck Stop (Limited Menu)	EDMOND	OK	73083
37232	1601 BIRKES RD Truck Stop (Limited Menu)	EUFULA	OK	74432
37277	1223 S. DIVISION ST	GUTHRIE	OK	73044
37260	101 SE 2ND STREET	GUYMON	OK	73942
37270	413 E. MAIN STREET	HENRYETTA	OK	74437
37233	4400 N. BROADWAY	HINTON	OK	73047
37276	411 SOUTH 1ST STREET	MADILL	OK	73446
37257	811 N. BROADWAY ST	MARLOW	OK	73055
37269	701 S. BROADWAY ST	MARLOW	OK	73055
37273	1015 E. STEVE OWENS BLVD	MIAMI	OK	74354
37283	102 W. COPELAND	OKEMAH	OK	74859
37282	10875 N PENNSYLVANIA AVE	OKLAHOMA CITY	OK	73120
37265	309 W. GRANT AVE	PAULS VALLEY	OK	73075
37261	225 N. GREEN AVENUE	PURCELL	OK	73080
37264	1005 N. KICKAPOO AVE	SHAWNEE	OK	74801
37274	111 E. DOWNING ST	TAHLEQUAH	OK	74464
37266	100 E. WALNUT ST	TECUMSEH	OK	74873
37255	3033 HIGHWAY 412	WATTS	OK	74964
37258	3020 WILLIAMS AVENUE	WOODWARD	OK	73801
37263	2615 OKLAHOMA AVENUE	WOODWARD	OK	73801
37279	1016 W. MAIN STREET	YUKON	OK	73099
22005	SRUJAN VUSIRIKAPALLI SARAYU INVESTMENTS LLC 12501 VALLEY VIEW ROAD SHAWNEE	<u>Business Phone</u> (405) 706-5555	<u>Home Phone</u>	<u>Fax</u>
37254	OK 74804 12501 VALLEY VIEW ROAD	SHAWNEE	OK	74804
12001	JOE COTTON LOVE'S TRAVEL STOPS & CNTRY STORES, INC. P.O. BOX 26210 OKLAHOMA CITY	<u>Business Phone</u> (405) 751-9000	<u>Home Phone</u>	<u>Fax</u>
43331	3070 LAKE RD	DYERSBURG	TN	38024
43330	1001 HIGHWAY 76	WHITE HOUSE	TN	37188

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12001	JOE COTTON LOVE'S TRAVEL STOPS & CNTRY STORES, INC. P.O. BOX 26210 OKLAHOMA CITY	OK 73126	6930 I-40 EAST Truck Stop (Limited Menu)	AMARILLO	TX	79118
44823			720 N. DUMAS	DUMAS	TX	79029
44859			219 S. BOYKIN DR	MEMPHIS	TX	79245
44858			5200 CHOLLA RD	MIDLAND	TX	79706
44852			3215 N. MAIN ST	PARIS	TX	75460
44856			1415 W 11TH STREET	QUANAH	TX	79252
44849			22406 US HIGHWAY 59 N	QUEEN CITY	TX	75572
44854			1600 LOOP 254 WEST Truck Stop (Limited Menu)	RANGER	TX	76470
44826			1188 S. OAK STREET	VAN	TX	75790
44853						
4100	KEN DENFELD PACIFIC PIZZA COMPANY 11280 NW EAST ROAD PORTLAND	OR 97229	Kristina kristidenfeld@yahoo.com			
28300	LAVISTA	7920 SO. 84TH ST	LAVISTA	NE		68128
3024	PATRICK CAHILL K-HILL & SUN LLC 8860 SW 69TH AVE. PORTLAND	OR 97223				
38212			14200 SW BARROWS RD	TIGARD	OR	97223
38213			2503 SW CHERRY PARK RD	TROUTDALE	OR	97060
4100	KEN DENFELD PACIFIC PIZZA COMPANY 11280 NW EAST ROAD PORTLAND	OR 97229	Kristina kristidenfeld@yahoo.com			
38197	FARMINGTON	17691 S.W. FARMINGTON MALL	ALOHA	OR		97007
38185	FOREST GROVE	2834-A PACIFIC AVE	FOREST GROVE	OR		97116
38206	BASELINE	7440 SW BASELINE	HILLSBORO	OR		97123
38199	PETERKORT	11140 S.W. BARNES RD	PORTLAND	OR		97225
12010	DAN GRIMES DUNNE MANNING STORES 645 W. HAMILTON ST, STE #500 ALLENTOWN	PA 18101				
43326			3990 E. ANDREW JOHNSON HWY	GREENEVILLE	TN	37745
43323			1116 HARVEY RD	KNOXVILLE	TN	37922
43327			1190 OAK RIDGE TURNPIKE	OAK RIDGE	TN	37830
2006	CHRIS BARTH KNR FOODS 608 SOUTH KINGS HIGHWAY MYRTLE BEACH	SC 29577				
41212			608 SOUTH KINGS HWY	MYRTLE BEACH	SC	29577
1011	STEVEN & LAURIE ANDERSON HANDI MART LLC 100 N HWY 81 ARLINGTON	SD 57212				
42178			100 N. HWY 81	ARLINGTON	SD	57212

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2010	R.F. BUCHE G.F. BUCHE CO. 401 W. HWY 46 WAGNER	SD 57380	<u>Business Phone</u> (605) 384-4300	<u>Home Phone</u>	<u>Fax</u>	
42154	E HWY 18/P.O. BOX 788	UPS: 620 2ND ST		MISSION		SD 57555
42153	413 W.HWY 46			WAGNER		SD 57380
3029	MICHAEL CARRELS OCHO, INC P.O. BOX 1825 ABERDEEN	SD 57402	<u>Business Phone</u> (605) 725-3401	<u>Home Phone</u>	<u>Fax</u> (605) 226-3401	
42172	711 N. 2ND STREET		mc@get-fueled.com Michael Cell - 605-216-2780	ABERDEEN		SD 57401
3202	STEVE CLARK PLAINS PIZZA CORP. 804 EAST 62ND ST. SIOUX FALLS	SD 57108	<u>Business Phone</u>	<u>Home Phone</u>	<u>Fax</u>	
42143	HURON	195 21ST ST SOUTHWEST		HURON		SD 57350
42144	WATERTOWN	WATERTOWN MALL		WATERTOWN		SD 57201
4018	CHRISTOPHER DVORAK DVORAK CONVENIENCE STORES, INC. P.O. BOX 200 BLACK HAWK	SD 57718	<u>Business Phone</u> (605) 484-9934	<u>Home Phone</u>	<u>Fax</u>	
42180	16098 HWY 14/16			NEW UNDERWOOD		SD 57761
4019	JASON DVORAK BLACK HAWK OIL, INC. P.O. BOX 740 BLACK HAWK	SD 57718	<u>Business Phone</u> (605) 391-2732	<u>Home Phone</u>	<u>Fax</u>	
42179	7215 BLACK HAWK RD			BLACK HAWK		SD 57718
8017	DIANA HOLDEN AGLAND COOP/AMPRIDE 115 SOUTH FIRST STREET PARKSTON	SD 57366	<u>Business Phone</u> (605) 928-7543	<u>Home Phone</u>	<u>Fax</u>	
42157	905 W. HWY 44			PARKSTON		SD 57366
13025	SURINDER (SAM) MULTANI SURAJ GAS BAR & C STORE 47018 SD HWY 46 BERESFORD	SD 57004	<u>Business Phone</u> (305) 350-2276	<u>Home Phone</u>	<u>Fax</u>	
42177	47018 SD HWY 46			BERESFORD		SD 57004
16004	GREGG PETERS JONES ENTERPRISES 812 COTTAGE AVENUE VERMILLION	SD 57069	<u>Business Phone</u> (605) 624-2624	<u>Home Phone</u>	<u>Fax</u> (605) 624-2743	
42152	27600 South Dakota Hwy 19	PO Box 399 Truck Stop (PARKER				SD 57053
42155	812 COTTAGE AVE			VERMILLION		SD 57069
22003	MIKE VOIGT HIGHLAND TRAVEL PLAZA, LLC 2160 HIGHLAND WAY MITCHELL	SD 57301	<u>Business Phone</u> (605) 995-5091	<u>Home Phone</u>	<u>Fax</u>	
42160	2160 HIGHLAND WAY			MITCHELL		SD 57301

Franchise Store Listing

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13005	JIM MENEES J. L. MENEES FOODS, INC. 609 ELM STREET MARTIN	TN 38237	<u>Business Phone</u> (731) 587-5871	<u>Home Phone</u>	<u>Fax</u>	
18288		101 HIGHLAND AVE		FULTON		KY 42042
23014	ANIL (ANDY) J. WADHWA VRAM, INC 402 BENTBROOK DRIVE CLARKSVILLE	TN 37043	<u>Business Phone</u> (931) 801-1307	<u>Home Phone</u>	<u>Fax</u>	
18360		10125 DIXIE BEELINE HWY		GUTHRIE		KY 42234
2030	KARIM (KENNY) BOGHANI BOGHANI PROPERTIES L.L.C. 708 MELFORD LN KNOXVILLE	TN 37934	<u>Business Phone</u> (865) 789-9168	<u>Home Phone</u>	<u>Fax</u>	
43322		5461 PEA VINE RD	kenny@iansmarkets.com	FAIRFIELD GLADE		TN 38558
8027	RONNIE HOLLINGSWORTH HOLLINGSWORTH OIL CO., INC. P.O.BOX 29 SPRINGFIELD	TN 37172	<u>Business Phone</u> (615) 384-5852	<u>Home Phone</u>	<u>Fax</u> (615) 384-5559	
43312		6029 NOLENSVILLE PIKE		NASHVILLE		TN 37211
13018	JACKIE RICHARDSON MAVERICK, INC. 623 PERKINS STREET UNION CITY	TN 38261	<u>Business Phone</u> (731) 885-6444	<u>Home Phone</u>	<u>Fax</u>	
43332		202 N. CEDAR ST	Janet Boyd janet.boyd@coxoilco.com	GLEASON		TN 38229
43333		760 HWY 45 E		MEDINA		TN 38355
43307		1444 CHURCH ST		TIPTONVILLE		TN 38079
13005	JIM MENEES J. L. MENEES FOODS, INC. 609 ELM STREET MARTIN	TN 38237	<u>Business Phone</u> (731) 587-5871	<u>Home Phone</u>	<u>Fax</u>	
43273		609 ELM ST		MARTIN		TN 38237
43285		1500 REELFOOT AVE		UNION CITY		TN 38261
16024	GIRISH (GARY) PANCHAL MARSHA FOODS AND FUEL, INC 128 BEAVER CREEK DRIVE PORTLAND	TN 37148	<u>Business Phone</u> (302) 562-6463	<u>Home Phone</u>	<u>Fax</u>	
43328		5500 HIGHWAY 31 WEST Limited Menu		PORTLAND		TN 37148
16016	BIPINCHANDRA P. PATEL KB FUELS INC. 1104 S. BROADWAY ST. PORTLAND	TN 37148	<u>Business Phone</u> (615) 323-9921	<u>Home Phone</u>	<u>Fax</u>	
43334		905 N. BROADWAY		PORTLAND		TN 37148
16018	DEEPAK PATEL GODFATHER'S PIZZA 1721 HIGHWAY 41 SOUTH GOODLETTSVILLE	TN 37072	<u>Business Phone</u> (615) 851-1974	<u>Home Phone</u>	<u>Fax</u>	
43319		1721 HIGHWAY 41 SOUTH		GOODLETTSVILLE		TN 37072

Franchise Store Listing

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16015	INDRAVADAN K. PATEL JEET HOSPITALITY, INC. 3740 DICKERSON PIKE NASHVILLE	TN 37207	<u>Business Phone</u> (615) 865-6650	<u>Home Phone</u>	<u>Fax</u>
43314	3740 DICKERSON PIKE	NASHVILLE	TN 37207		
16017	MAHENDRABHAI PATEL GODFATHER'S PIZZA 219 S. MAIN STREET GOODLETTSVILLE	TN 37072	Andy Patel 270-847-9798 <u>Business Phone</u> (615) 851-8272	<u>Home Phone</u>	<u>Fax</u>
43318	219 S. MAIN ST	GOODLETTSVILLE	TN 37072		
19036	ARIFA KESHWANI SURANI GRAB N GO LLC 1104 S. BROADWAY ST PORTLAND	TN 37148	<u>Business Phone</u> (615) 323-9921	<u>Home Phone</u>	<u>Fax</u>
43329	1104 S. BROADWAY ST	PORTLAND	TN 37148		
19028	LAKHBIR SINGH BAINS PETROLEUM, LLC 401 S. LAKE DALLAS DR. LAKE DALLAS	TX 75065	<u>Business Phone</u> (940) 497-5250	<u>Home Phone</u>	<u>Fax</u>
44846	401 S. LAKE DALLAS DR	LAKE DALLAS	TX 75065		
11200	JOE KARMOUT JTT LLC 1002 SEAWALL BLVD. GLAVESTON	TX 77550	<u>Business Phone</u> (409) 770-0049	<u>Home Phone</u>	<u>Fax</u>
44838	1002 SEAWALL BLVD	GALVESTON	TX 77550		
12350	DONALD LEE GENESIS VISION II, LLC 15655 JOHN F. KENNEDY BLVD. HOUSTON	TX 77032-2313	<u>Business Phone</u> (281) 219-6000	<u>Home Phone</u>	<u>Fax</u>
44837	8650 N. SAM HOUSTON PKWY E., #110	HUMBLE	TX 77396		
18009	MICHAEL D. RATKE GODFATHER'S PIZZA 1017 AVENUE A FARWELL	TX 79325	<u>Business Phone</u> (575) 760-9491	<u>Home Phone</u>	<u>Fax</u>
44851	701 AVENUE A	FARWELL	TX 79325		
18008	RAUL RIVERA GODFATHER'S PIZZA P.O. BOX 586 FALFURRIAS	TX 78355	<u>Business Phone</u> (361) 522-1547	<u>Home Phone</u>	<u>Fax</u>
44848	232 1/2 E. RICE STREET	FALFURRIAS	TX 78355		
20700	MELISSA VERA SUNOCOLP 8020 PARK LANE DALLAS	TX 75231	<u>Business Phone</u> (361) 354-3383	<u>Home Phone</u>	<u>Fax</u>
44816	BRONTE	101 SOUTH STATE	BRONTE	TX 76933	
44806	HEREFORD	100 S. 25 MILE AVE	HEREFORD	TX 79045	
44804	IRAAN	DRAKE & 6TH ST 100 E. 6TH STREET (UPS)	IRAAN	TX 79744	
44819	OZONA	1206 AVENUE E P.O. Box 1147	OZONA	TX 76943	

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20013	DEBORAH TILLEY PHOENIX'S PIZZA, LLC 2662 WEST 11275 SOUTH SOUTH JORDAN	UT 84095	10949 S. REDWOOD RD, SUITE 200	SOUTH JORDAN	UT 84095
45136					
3019	RAY WOOLSTON RM RETAIL 406 EAST 300 SOUTH, SUITE 267 SALT LAKE CITY	UT 84111	4121 SOUTH 1785 WEST	TAYLORSVILLE	UT 84119
45133					
8560	WILLIAM HOLTZMAN HOLTZMAN OIL CORP. P.O. BOX 777 MT. JACKSON	VA 22842	9181 N. FREDERICK PIKE	CROSS JUNCTION	VA 22625
47250	XPRESS STOP		5534 NORTH MAIN ST	MT. JACKSON	VA 22842
47253	MT. JACKSON		100 LEE HIGHWAY RT 11 & US RT 211	NEW MARKET	VA 22844
47248	NEW MARKET		125 N. MAIN ST	TIMBERVILLE	VA 22853
47252	TIMBERVILLE				
2009	NADINE BARNETT PINKIE PIE PIZZA, LLC 2301 SW 336TH STREET FEDERAL WAY	WA 98023	2301 SW 336 ST	FEDERAL WAY	WA 98023
48400					
4005	MARY DULA LITTLE DOG PIZZA, LLC 2816 CHAMBERS BAY DRIVE STEILACOOM	WA 98388	15709 PACIFIC AVE., PAD 8	TACOMA	WA 98444
48397					
25001	DANIEL YANEZ-GARCIA Y-GARCIA LLC 1014 N. WENATCHEE AVENUE WENATCHEE	WA 98801	1014 N. WENATCHEE AVE	WENATCHEE	WA 98801
48402					
6014	ED FRANCOIS FRANCOIS OIL COMPANY, INC 128 W. MAIN ST BELLEVILLE	WI 53508	420 N. IOWA STREET	DODGEVILLE	WI 53533
50244					
11250	TONY KAWAK EAST & WEST, INC. 2510 MONDOVI RD. EAU CLAIRE	WI 54701	2510 MONDOVI RD	EAU CLAIRE	WI 54701
50228					
11021	JEFF & CEANNE KAISER KIELER MALL, INC 2289 CTY TRUNK HWY H KIELER	WI 53812	2289 CTY TRUNK HWY H	KIELER	WI 53812
50238					

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1013	JOSEPH S. ARBAUGH ARBAUGH GROCERY COMPANY, INC 5600 STATE ROUTE 10 SALT ROCK	WV 25559	<u>Business Phone</u> (304) 736-5126	<u>Home Phone</u>	<u>Fax</u>
49178	5600 STATE ROUTE 10	SALT ROCK	WV	25559	
12008	GREG DARBY LITTLE GENERAL STORE, INC. P.O. BOX 968 BECKLEY	WV 25802	<u>Business Phone</u> (304) 253-9592	<u>Home Phone</u>	<u>Fax</u>
49163	ROUTE 12	ALDERSON	WV	24910	
49164	ROUTE 1 - BOX 165K	ALUM CREEK	WV	25003	
49176	468 STANAFORD RD	BECKLEY	WV	25801	
49161	1586 MOUNTAINEER HIGHWAY	BRADSHAW	WV	24817	
49165	21193 COAL RIVER RD	COMFORT	WV	25049	
49177	125 ODD RD	GHEAT	WV	25843	
49167	HIGHWAY 99	GLEN DANIEL	WV	25844	
49168	U.S. ROUTE 19	GLEN JEAN	WV	25846	
49162	1062 MCCLELLAN HIGHWAY	HARTS	WV	25524	
49169	RTE 219 NORTH, HC 81 BOX 76	LEWISBURG	WV	24901	
49170	MARKET EXPRESS/ROUTE 16	LIZEMORES	WV	25125	
49172	HIGHWAY 219	MARLINTON	WV	24954	
49173	ROUTE 60	ONA	WV	25545	
49174	ROUTE 20, ATHENS RD	PRINCETON	WV	24740	
49175	103 E. MAIN ST	WHITE SULPHUR SPRINGS	WV	24986	
22006	KEVIN VREELAND VREELAND/MAZZA, LLC 1707 PINTO LANE CHEYENNE	WY 82007	<u>Business Phone</u> (307) 637-8869	<u>Home Phone</u>	<u>Fax</u>
51137	5719 YELLOWSTONE RD	CHEYENNE	WY	82009	

Total Franchise Stores 501

EXHIBIT E-2

STORES NOT OPENED AS OF JULY 31, 2017

9567 East Iliff Avenue
Denver, CO 80231

7925 7th Street
Bay City, TX 77414

EXHIBIT E-3
FORMER FRANCHISEES

Kevin & Karen Gunvalson
KKGUNV LLC
4205 Heritage Lane NE
Alexandria, MN 56308
320-762-4000

Korey Mumane
Speedway LLC
500 Speedway Drive
Enon, OH 45323
937-864-3001

Dustin Mohn
Iowa State University
1340 Admin Svc Bldg/2221 Daley Dr.
Ames, IA 50011
515-294-4793

Ken Pearson
Huck's Food Stores
1311 A West Main St.
Carmi, IL 62821
618-382-2334

Gary Albrecht
AK One-Shot, Inc.
138 South 8th Street
Blair, NE 68008
402-426-9696

Paul Fauser
Fauser Oil Company, Inc.
P.O. Box 68
Elgin, IA 52141
563-426-5811

Chris Allen
MLO Investments, Inc.
4141 38th Street South, Suite E1
Fargo, ND 58104
701-373-0033

Brad Price
ROC Management & Assoc., Inc.
1601 Keokuk Avenue
Spirit Lake, IA 51360
712-336-3933

Kendra Schlittler
Francois Oil Co., Inc.
128 W. Main Street
Belleville, WI 53508
608-424-3375

Mary Jo & Paul Schechinger
Summer Foods, Inc.
624 West US Highway 30
Carroll, IA 51401
712-792-5470

Tom Wiese
Scribner Express
P.O. Box 349
Scribner, NE 68057
402-664-2728

Pankaj & Nita Patel
Jay Kapy LLC
405 Baldwin Avenue
Princeton, KY 42445
270-365-7676

Brea & Youssef Elboudribili
Mom & Me, LLC
2106 Schofield Ave., Suite 4
Weston, WI 54476
715-355-1118

Joshua Sundstrom
Sundstop II LLC
17752 25th Street
Mechanicsville, IA 52306
563-875-8490

Kevin Brinkhoff
Santa Barbara Fuels, Inc
5414 N. Rosemary Drive
Appleton, WI 54913
920-336-9199

Rochelle Wolfe
Wilcohess LLC
4960 Indiana Avenue
Winston-Salem, NC 27106
336-767-6280

Glen Gust
Glen's Food Center, Inc.
205 W. Warren
Luverne, MN 56156
507-283-4429

Kevin Frey
Frey Pizza L.L.C.
121 Jerry Street
Yankton, SD 57078
605-665-2525

Jarnail Manhani
Good Luck, Inc.
P.O. Box 189
LeGrand, IA 50142
641-479-2242

Ashvin & Viren Patel
Marutivadu, Inc.
340 W. Main
Algood, TN 38506
931-537-6614

Keith Ostendorf
Paul's Bobby & Steve's Auto World
5801 Nicollet Avenue South
Minneapolis, MN 55419
612-861-6133

Anil (Andy)Wadhwa
RSSB, LLC
402 Bentbrook Drive
Clarksville, TN 37043
270-483-9046

Hector Ortiz
AAFES
3911 S Walton Walker Blvd (SD-F)
Dallas, TX 75236-1598
1-800-527-6790

Darren Brock
Brock-O Pizza, Inc.
273 Spartan Dr.
Lexington, NC 27292
336-300-8439

Len Shouse (Deceased)
Triangle Pizza, Inc.

Danny Settles
Bluegrass Godfathers
P.O. Box 665
Mt. Vernon, KY 40456
859-792-1300

Steve Anderson
Bobby & Steve's Auto World
8100 Flying Cloud Drive
Eden Prairie, MN 55344
952-944-1690

Ed Miller
EDM, Inc.
2101 West Owen K. Garriott Road
Enid, OK 73703
580-233-5766

Greg Darby
Little General Store, Inc.
P.O. Box 968
Beckley, WV 25802
304-253-9592

Darrell & Mary Hines
H & P of Waupaca Inc.
P.O. Box 776
St. Germain, WI 54558
715-542-4111

Patrick Cahill
K-Hill & Sun LLC
8860 SW 69th Ave.
Portland, OR 97223
971-255-1321

Gary Juhl
River City Stores, Inc. dba Pronto
226 Waterloo Rd, P.O. Box 508
Hudson, IA 50643
319-988-4471

David Baumert
West Point Travel Plaza, Inc.
1716 N. Lincoln St.
West Point, NE 68788
402-372-9119

EXHIBIT F

RECEIPT (Your Copy)

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 we offer you a franchise, we must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, us or an affiliate in connection with the proposed franchise sale. New York and Rhode Island require that we give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

Michigan requires that we give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first. Iowa requires that we give you this disclosure document by the earlier of the first personal meeting between us, or 14 days prior to the earlier of your execution of a contract imposing a binding legal obligation on you or the payment by you of any consideration in connection with the offer or sale of the franchise.

If we do 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 appropriate state agency identified on Exhibit A.

The name, principal business address and telephone number of each franchise seller offering the franchise: Michael J. Clifford, David Gartlan and Kathleen M. Johnson, Godfather's Pizza, Inc., 2808 North 108th Street, Omaha, Nebraska 68164, (402) 391-1452.

Issuance Date: August 2, 2017

See Exhibit A for our registered agents authorized to receive service of process.

I have received a disclosure document dated August 2, 2017 that included the following Exhibits:

Exhibit A.	State Agencies/Agents For Service Of Process
Exhibit B-1.	Franchise Agreement
Exhibit B-2.	Agreement for Area Development
Exhibit C.	Financial Statements
Exhibit D.	Operations Manual Table Of Contents
Exhibit E-1.	Franchisees as of June 14, 2017
Exhibit E-2.	Stores Not Yet Open as of July 31, 2017
Exhibit E-3.	Former Franchisees
Exhibit F.	Receipts

Date

Signature

Printed Name

Date

Signature

Printed Name

KEEP THIS COPY FOR YOUR RECORDS.

EXHIBIT F

RECEIPT (Our Copy)

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If we offer you a franchise, we must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, us or an affiliate in connection with the proposed franchise sale. New York and Rhode Island require that we give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

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- Exhibit B-2. Agreement for Area Development
- Exhibit C. Financial Statements
- Exhibit D. Operations Manual Table Of Contents
- Exhibit E-1. Franchisees as of June 14, 2017
- Exhibit E-2. Stores Not Yet Open as of July 31, 2017
- Exhibit E-3. Former Franchisees
- Exhibit F. Receipts

_____ Date	_____ Signature	_____ Printed Name
_____ Date	_____ Signature	_____ Printed Name

Please sign this copy of the receipt, date your signature and return it to the Franchise Services Department, Godfather's Pizza, Inc., 2808 North 108th Street, Omaha, NE 68164.