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Department of
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Godfather's Pizza.

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 $457,200 to $834,500 for a full service restaurant, $117,600 to $331,000 for a convenience store or other non-traditional location, $264,700 to $551,000 for a delivery/carryout location and $152,950 to $533,300 to purchase an existing company-operated location. This includes from $3,550 to $33,550 that must be paid to the franchisor for a full service restaurant, $3,250 to $11,850 that must be paid to the franchisor for a convenience store or other non-traditional location, $3,550-$23,550 that must be paid to the franchisor for a delivery/carryout location and $550 to $30,550 that must be paid to the franchisor for the purchase of an existing company-operated location. These amounts include the site submission deposit of $3,000 per location for full service, deliver/carryout and non-traditional locations, the Continuing Fee Deposit of $5,000 for a traditional location, including a delivery/carryout location, and the Continuing Fee Deposit of $1,000 for a non-traditional location discussed in Item 5 of this disclosure document and the initial marketing promotion kits purchased from the franchisor.

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, 2018

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: _____, 2018

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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 is utilized to franchise a concept serving pizza and other food products internationally. There are no international franchise locations as of the issuance date of this disclosure document.

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 has developed 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 two locations, and the Godfather's Pizza To Go program operates in 413 locations. 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 federal menu labeling regulations and 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 Media Productions: Johnnie M. Travis

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

Senior Director of Marketing: Jan Sammons

Ms. Sammons became GPI's Senior Director of Sales and Marketing–Traditional in February 2018. She became GPI's Director of Marketing in December 2005.

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.

Senior Director of Franchise Services and Training: Bruce Just

Mr. Just became GPI's Senior Director of Franchise Services and Training in February 2018. He 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 $10,000 for delivery/carryout only locations, from $0-$7,500 for non-traditional locations and from $0-$3,000 for franchisees who purchased existing units from another franchisee. GPI sold no franchises for new full-service locations during its most recent fiscal year. 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 may retain the remaining Continuing Fee Deposit in it is sole discretion 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:

Type of fee	**Amount**	**Due Date**	**Remarks[1]**
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
Renewal Fee	$1,000 for non-traditional locations; $2,000 for traditional locations including delivery/carryout only locations	Before first day of renewal of term	Cost to renew or extend Franchise Agreement for five years
Audit Fee	Cost of Audit	When audit is completed	Footnote 5

Type of fee	Amount	Due Date	Remarks[1]
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 specified in notice from GPI	Within 30 days after you receive notice from GPI	Footnote 12

1. All fees are imposed by and payable to GPI. All fees are non-refundable, except in some cases GPI will apply the Continuing Fee Deposit to the payment of future continuing fees 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. GPI may retain this deposit in its sole discretion if you close or transfer your location before the second anniversary date of the effective date of the Franchise Agreement. 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. 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
Site Submission Deposit	$3,000 (3)	Lump Sum	When you submit a site to GPI for approval	GPI
Continuing Fee Deposit	$0-$5,000 (4)	Lump Sum	After opening of franchised location	GPI
Advertising	$2,000-$10,000 (5)	Terms set by Vendors	As incurred	Vendors
Equipment	$130,000-$245,000	Terms set by Vendors	When ordered	Vendors
Opening Inventory	$8,000-$12,000	Terms set by Vendors	As ordered	Vendors
Lease of Real Estate (3 months)	$12,000 to $24,000 (6)	Monthly	Monthly	Landlord
Leasehold Improvements	$175,000-$350,000	Terms set by Vendors	As incurred	Contractors
Insurance	$7,000-$19,000	Terms set by Vendors	As purchased	Vendors

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment Is To Be Made
Misc. Opening Costs	$12,500 (7)	Lump Sum	As purchased	Vendors
Signs	$4,500-$12,500	Lump Sum	As purchased	Vendors
Initial Training	$4,200-$7,500 (8)	Terms Set by Vendors	As purchased	Vendors
Additional Funds (3 months)	$90,000-$100,000 (9)	As incurred	As incurred	Employees, Suppliers, Utilities
Total	$457,200-$834,500 (10)			

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) If GPI rejects the proposed site, GPI will return the full amount of this deposit to you. If you open the new location within six (6) months after receiving 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. See Item 5.

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

5) 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.

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 security deposits, utility costs, and incorporation fees.

8) 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.

9) 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.

10) GPI relied on its 45 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
Site Submission Deposit	$3,000 (3)	Lump Sum	When you submit a site to GPI for approval	GPI
Continuing Fee Deposit	$0-$1,000 (4)	Lump Sum	After opening of franchised location	GPI
Advertising	$2,000-$10,000 (5)	Terms Set by Vendors	As incurred	Vendors
Equipment	$30,000-$125,000 (6)	Terms Set by Vendors	When ordered	Vendors
Opening Inventory	$4,000-$8,000	Terms Set by Vendors	As ordered	Vendors
Lease of Real Estate (3 months)	$3,000-$4,500 (7)	Monthly	Monthly	Landlord
Leasehold Improvements	$15,000-$25,000 (8)	Terms Set by Vendors	As incurred	Contractors
Insurance	$3,000-$10,000	Terms Set by Vendors	As purchased	Vendors

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment Is To Be Made
Misc. Opening Costs	$12,500 (9)	Lump Sum	As purchased	Vendors
Signs	$3,000-$10,000 (10)	Lump Sum	As purchased	Vendors
Initial Training	$3,100-$5,500 (11)	Terms Set by Vendors	As purchased	Vendors
Additional Funds (3) Months	$30,000-$100,000 (12)	As Incurred	As incurred	Employees, Suppliers, Utilities
Total	$117,600-$331,000 (13)			

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) If GPI rejects the proposed site, GPI will return the full amount of this deposit to you. If you open the new location within six (6) months after receiving 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. See Item 5.

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

5) 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.

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

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

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

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

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

11) 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.

12) 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.

13) GPI relied on its 45 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
Site Submission Deposit	$3,000 (3)	Lump Sum	When you submit a site to GPI for approval	GPI
Continuing Fee Deposit	$0-$5,000 (4)	Lump Sum	After opening of franchised location	GPI
Advertising	$2,000-$10,000 (5)	Terms set by Vendors	As incurred	Vendors
Equipment	$75,000-$195,000	Terms set by Vendors	When ordered	Vendors
Opening Inventory	$6,000-$10,000	Terms set by Vendors	As ordered	Vendors
Lease of Real Estate (3 months)	$5,000-$12,000 (6)	Monthly	Monthly	Landlord

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment Is To Be Made
Leasehold Improvements	$50,000-$150,000	Terms Set by Vendors	As incurred	Contractors
Insurance	$5,000-$12,000	Terms Set by Vendors	As purchased	Vendors
Misc. Opening Costs	$12,500 (7)	Lump Sum	As purchased	Vendors
Signs	$3,000-$10,000	Lump Sum	As purchased	Vendors
Initial Training	$4,200-$7,500 (8)	Terms Set By Vendors	As purchased	Vendors
Additional Funds (3 months)	$90,000-$100,000 (9)	As incurred	As incurred	Employees, Suppliers, Utilities
Total	$264,700-$551,000 (10)			

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) If GPI rejects the proposed site, GPI will return the full amount of this deposit to you. If you open the new location within six (6) months after receiving 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. See Item 5.

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

5) 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.

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 security deposits, utility costs, and incorporation fees.

8) 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.

9) 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.

10) GPI relied on its 45 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	$8,000-$12,000	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	$7,000-$19,000	Terms Set by Vendors	As purchased	Vendors

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment Is To Be Made
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	$152,950-$533,300 (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 45 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 27, 2018, GPI's total revenues were $15,983,000, and GPI's total revenues from the purchases of the marketing materials were $49,832. 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

OBLIGATION	SECTION IN FRANCHISE AGREEMENT	ITEM # IN DISCLOSURE DOCUMENT	SECTION IN AREA AGREEMENT
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 proprietary information	Section 4	Item 13	Section 4
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

OBLIGATION	SECTION IN FRANCHISE AGREEMENT	ITEM # IN DISCLOSURE DOCUMENT	SECTION IN AREA AGREEMENT
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 trainers for full service and quick service restaurant operations are Nadine Hoffman and Danny Reilly. Ms. Hoffman has seven years of operations experience and 6½ years of training experience with GPI. Mr. Reilly has over 23 years of experience in franchise operations and three years of experience in company operations and training.

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 292 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 from about $250 to $350 per location for non-traditional locations and $550 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 for full service and delivery/carry-out locations or $1,000 for non-traditional locations; 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.

	PROVISION	SECTION IN FRANCHISE AGREEMENT	SUMMARY
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 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.

	PROVISION	SECTION IN FRANCHISE AGREEMENT	SUMMARY
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 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.

	PROVISION	SECTION IN FRANCHISE AGREEMENT	SUMMARY
r.	Non-competition covenants after the franchise is terminated or expires	Section 16E	No competing business for two years by franchisee, its owners or members of 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.

	PROVISION	SECTION IN AREA AGREEMENT	SUMMARY
c.	Requirements for you to renew or extend	Paragraph 6c	Agree in writing with GPI.
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.

	PROVISION	SECTION IN AREA AGREEMENT	SUMMARY
o.	GPI's option to purchase your business	None	N/A
p.	Your death or disability	None	N/A
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 2016 TO 2018

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2016	536	434	-102
	2017	434	501	67
	2018	501	536	35
Company-Owned	2016	15	14	-1
	2017	14	13	-1
	2018	13	12	-1
Total Outlets	2016	551	448	-103
	2017	448	514	66
	2018	514	548	34

TABLE NO. 2

TRANSFERS OF OUTLETS FROM FRANCHISEES TO NEW OWNERS (OTHER THAN FRANCHISOR OR AN AFFILIATE) FOR YEARS 2016 TO 2018

State	Year	Number of Transfers
California	2016	1
	2017	0
	2018	0
Illinois	2016	0

State	Year	Number of Transfers
	2017	0
	2018	1
Iowa	2016	1
	2017	2
	2018	0
Kentucky	2016	0
	2017	1
	2018	0
Minnesota	2016	0
	2017	1
	2018	0
Missouri	2016	0
	2017	1
	2018	0
Nebraska	2016	1
	2017	1
	2018	1
North Carolina	2016	0
	2017	1
	2018	0
Oklahoma	2016	0
	2017	1
	2018	0
South Dakota	2016	3

State	Year	Number of Transfers
	2017	0
	2018	0
Tennessee	2016	2
	2017	0
	2018	4
Texas	2016	0
	2017	0
	2018	4
Utah	2016	0
	2017	0
	2018	1
Washington	2016	0
	2017	0
	2018	1
Wyoming	2016	1
	2017	0
	2018	0
West Virginia	2016	0
	2017	1
	2018	0
Total	2016	9
	2017	9
	2018	12

TABLE NO. 3

STATUS OF FRANCHISED OUTLETS FOR YEARS 2016 TO 2018

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	2016	5	0	0	0	0	0	5
	2017	5	1	0	0	0	0	6
	2018	6	2	0	0	0	0	8
Alaska	2016	1	0	0	0	0	0	1
	2017	1	0	0	0	0	0	1
	2018	1	0	0	0	0	0	1
Arkansas	2016	1	0	0	0	0	0	1
	2017	1	2	0	0	0	0	3
	2018	3	0	0	0	0	0	3
Arizona	2016	0	0	0	0	0	0	0
	2017	0	0	0	0	0	0	0
	2018	0	1	0	0	0	0	1
California	2016	3	0	0	0	0	0	3
	2017	3	0	0	0	0	0	3
	2018	3	0	0	0	0	0	3
Colorado	2016	1	1	0	0	0	0	2
	2017	2	7	1	0	0	0	8
	2018	8	1	0	0	0	0	9
Florida	2016	76	0	72	0	0	0	4
	2017	4	0	1	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
	2018	3	0	2	0	0	0	1
Georgia	2016	4	1	0	0	0	0	5
	2017	5	2	2	0	0	0	5
	2018	5	1	0	0	0	0	6
Idaho	2016	0	0	0	0	0	0	0
	2017	0	0	0	0	0	0	0
	2018	0	0	0	0	0	0	0
Illinois	2016	33	1	2	0	0	0	32
	2017	32	1	0	0	0	0	33
	2018	33	2	0	0	0	0	35
Indiana	2016	18	1	0	0	0	0	19
	2017	19	2	1	0	0	0	20
	2018	20	7	0	0	0	0	27
Iowa	2016	95	4	2	0	0	0	97
	2017	97	6	7	0	0	0	96
	2018	96	4	4	0	0	0	96
Kansas	2016	2	0	0	0	0	0	2
	2017	2	12	0	0	0	0	14
	2018	14	1	0	0	0	0	15
Kentucky	2016	45	7	0	0	0	0	52
	2017	52	8	3	0	0	0	57
	2018	57	4	2	0	0	0	59

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations -Other Reasons	Outlets at End of Year
Louisiana	2016	0	0	0	0	0	0	0
	2017	0	0	0	0	0	0	0
	2018	0	1	0	0	0	0	1
Massachusetts	2016	0	0	0	0	0	0	0
	2017	0	0	0	0	0	0	0
	2018	0	0	0	0	0	0	0
Michigan	2016	1	0	0	0	0	0	1
	2017	1	0	0	0	0	0	1
	2018	1	4	0	0	0	0	5
Minnesota	2016	28	0	4	0	0	0	24
	2017	24	0	3	0	0	0	21
	2018	21	1	1	0	0	0	21
Mississippi	2016	0	0	0	0	0	0	0
	2017	0	2	0	0	0	0	2
	2018	2	1	0	0	0	0	3
Missouri	2016	20	4	1	0	0	0	23
	2017	23	8	0	0	0	0	31
	2018	31	5	2	0	0	0	34
Montana	2016	3	0	0	0	0	0	3
	2017	3	0	0	0	0	0	3
	2018	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
Nebraska	2016	42	0	2	0	0	0	40
	2017	40	3	2	0	0	0	41
	2018	41	1	1	0	0	0	41
Nevada	2016	2	0	0	0	0	0	2
	2017	2	0	0	0	0	0	2
	2018	2	0	0	0	0	0	2
New Hampshire	2016	2	0	2	0	0	0	0
	2017	0	0	0	0	0	0	0
	2018	0	0	0	0	0	0	0
New Jersey	2016	5	0	5	0	0	0	0
	2017	0	0	0	0	0	0	0
	2018	0	0	0	0	0	0	0
New Mexico	2016	4	0	0	0	0	0	4
	2017	4	1	0	0	0	0	5
	2018	5	0	0	0	0	0	5
New York	2016	22	0	22	0	0	0	0
	2017	0	0	0	0	0	0	0
	2018	0	0	0	0	0	0	0
North Carolina	2016	4	0	0	0	0	0	4
	2017	4	0	1	0	0	0	3
	2018	3	1	0	0	0	0	4

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations -Other Reasons	Outlets at End of Year
North Dakota	2016	4	1	0	0	0	0	5
	2017	5	1	1	0	0	0	5
	2018	5	1	0	0	0	0	6
Ohio	2016	4	2	0	0	0	0	6
	2017	6	1	0	0	0	0	7
	2018	7	1	0	0	0	0	8
Oklahoma	2016	8	0	1	0	0	0	7
	2017	7	30	0	0	0	0	37
	2018	37	4	0	0	0	0	41
Oregon	2016	7	0	0	0	0	0	7
	2017	7	0	1	0	0	0	6
	2018	6	0	0	0	0	0	6
Pennsylvania	2016	2	0	2	0	0	0	0
	2017	0	0	0	0	0	0	0
	2018	0	0	0	0	0	0	0
Rhode Island	2016	0	0	0	0	0	0	0
	2017	0	0	0	0	0	0	0
	2018	0	0	0	0	0	0	0
South Carolina	2016	7	0	6	0	0	0	1
	2017	1	0	0	0	0	0	1
	2018	1	0	0	0	0	0	1

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations -Other Reasons	Outlets at End of Year
South Dakota	2016	17	0	0	0	0	0	17
	2017	17	1	1	0	0	0	17
	2018	17	0	0	0	0	0	17
Tennessee	2016	19	0	0	0	0	0	19
	2017	19	5	1	0	0	0	23
	2018	23	3	0	0	0	0	26
Texas	2016	12	1	1	0	0	0	12
	2017	12	6	0	0	0	0	18
	2018	18	3	2	0	0	0	19
Utah	2016	1	0	0	0	0	0	1
	2017	1	1	0	0	0	0	2
	2018	2	0	0	0	0	0	2
Virginia	2016	4	0	0	0	0	0	4
	2017	4	0	0	0	0	0	4
	2018	4	0	1	0	0	0	3
Washington	2016	5	0	2	0	0	0	3
	2017	3	0	0	0	0	0	3
	2018	3	0	0	0	0	0	3
West Virginia	2016	17	0	0	0	0	0	17
	2017	17	0	1	0	0	0	16
	2018	16	0	0	0	0	0	16

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations -Other Reasons	Outlets at End of Year
Wisconsin	2016	10	0	0	0	0	0	10
	2017	10	0	7	0	0	0	3
	2018	3	1	1	0	0	0	3
Wyoming	2016	2	0	1	0	0	0	1
	2017	1	0	0	0	0	0	1
	2018	1	1	0	0	0	0	2
Totals	2016	536	23	125	0	0	0	434
	2017	434	100	33	0	0	0	501
	2018	501	51	16	0	0	0	536

TABLE NO. 4

STATUS OF COMPANY-OWNED OUTLETS FOR YEARS 2016 TO 2018

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	2016	0	0	0	0	0	0
	2017	0	0	0	0	0	0
	2018	0	0	0	0	0	0
Iowa	2016	2	1	0	0	0	3
	2017	3	0	0	1	0	2
	2018	2	0	0	0	0	2
Kansas	2016	4	0	1	0	0	3
	2017	3	0	0	0	0	3

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of Year
	2018	3	0	0	1	0	2
Minnesota	2016	1	0	0	0	0	1
	2017	1	0	0	0	0	1
	2018	1	0	0	0	0	1
Missouri	2016	0	0	0	0	0	0
	2017	0	0	0	0	0	0
	2018	0	0	0	0	0	0
Nebraska	2016	7	1	2	0	0	6
	2017	6	0	0	0	0	6
	2018	6	0	0	0	0	6
South Dakota	2016	1	0	0	0	0	1
	2017	1	0	0	0	0	1
	2018	1	0	0	0	0	1
Totals	2016	15	2	3	0	0	14
	2017	14	0	0	1	0	13
	2018	13	0	0	1	0	12

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, 2018

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

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
Arkansas	0	2	0
California	0	4	0
Colorado	0	1	0
Connecticut	0	1	0
Florida	0	2	0
Georgia	0	4	0
Illinois	0	6	0
Indiana	0	1	0
Iowa	0	5	0
Kansas	0	4	0
Minnesota	0	2	0
Mississippi	0	2	0
Nebraska	0	1	0
New Mexico	0	1	0
Ohio	0	3	0
Oklahoma	0	3	0
South Dakota	0	1	1
Tennessee	0	6	0
Texas	0	10	0
Wisconsin	0	2	0
TOTAL	0	65	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 July 2, 2018. Exhibit "E-2" lists the franchisees who have signed

Franchise Agreements for locations which were not yet operational as of July 31, 2018. 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 27, 2018 and May 28, 2017. Statements of Operations, Shareholders' Equity and Cash Flows for the fiscal year ended May 27, 2018 and the fiscal year ended May 28, 2017.

2. 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.

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, transfer 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
(866) 275-2677

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

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

San Francisco
One Sansome Street, Suite 600
San Francisco, California 94104
(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
(800)-831-7225
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 32399-6700
(800) 435-7352
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 62701
(217) 782-1090

Registration and Materials Inquiries:
500 South Second Street
Springfield, Illinois 62701
(217) 782-4465
http://www.illinoisattorneygeneral.gov/consumers/franchise.html

Indiana
Daniel Spungen
Registrations Attorney
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.iowa.gov

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) 373-1160
http://www.michigan.gov/ag

Minnesota
Department of Commerce
Securities Section
85 7th Place East, Suite 280
St. Paul, Minnesota 55101-2198
(651) 539-1638
http://mn.gov/commerce/licensees

Nebraska
Karen Reynolds
Securities Analyst
Department of Banking and Finance
1526 K Street
Suite 300
Lincoln, Nebraska 68508
(402) 471-3445
http://www.ndbf.ne.gov

New York
Administrator:

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
Division of Insurance
Securities Regulation
124 S. Euclid, Suite 104
Pierre, South Dakota 57501-3185
(605) 773-3563
(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 300 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
4822 Madison Yards Way, North Tower
Madison, Wisconsin 53705
(608) 266-1064
http://www.wdfi.org/fi/securities/franchise/default.htm

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EXHIBIT "A"

REGISTERED AGENTS OF GPI

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

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

NEW YORK Attention: Uniform Commercial Code New York Department of State One Commerce Plaza, 99 Washington Avenue, 6th Floor Albany, NY 12231-0001 (518) 473-2492	**NORTH CAROLINA** Corporation Service Company 327 Hillsborough Street Raleigh, NC 27603
NORTH DAKOTA 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	**OHIO** CSC-Lawyers Incorporating Service 50 West Broad Street, Suite 1800 Columbus, OH 43215 **OKLAHOMA** Corporation Service Company 115 S.W. 89th Street Oklahoma City, OK 73139-8511
OREGON Corporation Service Company 285 Liberty Street, NE Salem, OR 97301	**PENNSYLVANIA** Corporation Service Company 2595 Interstate Drive Suite 103 Harrisburg, PA 17110
RHODE ISLAND 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	**SOUTH CAROLINA** Corporation Service Company 1703 Laurel Street Columbia, SC 29201 **SOUTH DAKOTA** Corporation Service Company 503 South Pierre Street Pierre, SD 57501 Director of Securities 124 S. Euclid, Suite 104 Pierre, SD 57501
TENNESSEE Corporation Service Company 2908 Poston Avenue Nashville, TN 37203	**TEXAS** CSC-Lawyers Incorporating Service Co. 211 E. 7th Street, Suite 620 Austin, TX 78701
UTAH Corporation Service Company 2180 South 1300 East Suite 650 Salt Lake City, UT 84106	**VERMONT** Corporation Service Company 100 North Main Street, Suite 2 Barre, VT 05641

VIRGINIA Clerk of the State Corporation Commission 1300 East Main Street, 1st Floor Richmond, VA 23219	**WASHINGTON** Director of Department of Financial Institutions Securities Division 150 Israel Rd SW Tumwater WA 98501
WEST VIRGINIA Corporation Service Company 209 West Washington Street Charleston, WV 25302	**WISCONSIN** 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
WYOMING Corporation Service Company 1821 Logan Avenue Cheyenne, WY 82001	

EXHIBIT "B-1"

GODFATHER'S PIZZA, INC.

FRANCHISE AGREEMENT

FRANCHISEE:

DATE OF AGREEMENT:

FRANCHISED LOCATION:

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EXHIBIT "A"
OWNER' S GUARANTY AND ASSUMPTION OF FRANCHISEE' S OBLIGATIONS

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 preparation and 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, contractors, agents, successors and assignees harmless against any liability for any claims arising out of the operation of the Location or a breach by Franchisee of the terms of this Agreement. 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 may retain the Continuing Fee Deposit in its sole discretion as of the date of closing if Franchisee closes the Location before the second anniversary date. The Company may retain the Continuing Fee Deposit in its sole discretion 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 premium items 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 1.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 minus 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 AND TRANSFERS

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 TRANSFER 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 preparation and 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 of the Franchise or all ownership interests in Franchisee 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 transfer 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 TRANSFERS

The Company shall not unreasonably withhold its approval of a transfer 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 transfer: (a) the transferee 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) an owner of the transferee 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 transferee, or the transferee 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 transferee must pay a training and transfer 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, contractors and agents; (k) the Company must approve the material terms and conditions of such transfer, 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 transferee; 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 transferee, agreeing that for a period of two (2) years, commencing on the effective date of the transfer, 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 transfer.

D. EFFECT OF CONSENT TO TRANSFER

The Company's consent to a transfer 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 transferor, 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 transferee.

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. The term "affiliate" shall mean that an entity controls, is controlled by, or is under common control with the entity with which it is described as an affiliate.

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.

By _____
Name: _____
Title: _____

Date: _____

FRANCHISEE:

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, terms 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 terms will have the following 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 payable 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 or approved by 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 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. Counterparts: This Agreement may be executed in any number of counterparts (including by means of facsimile or electronic signature) which taken together shall constitute a single agreement.

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 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 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 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 use the following personnel training programs. Developer will furnish Company the names of all individuals from time to

time proposed to be employed 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 renewal fee required for all such Franchise Agreements; and, no part of any balance of initial franchise fee or renewal 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 or right to this confidential information 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 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 failure of Company or Developer to declare or otherwise act upon any default 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 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 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 constitutes 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 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 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 satisfactory to 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

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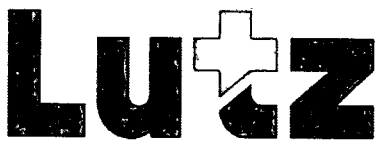
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3440	**DAVE COATES**		**Business Phone**	**Home Phone**	**Fax**		
	KETCHIKAN ENTERTAINMENT CENTER		(907) 225-9011		(907) 225-9420		
	2050 SEA LEVEL DRIVE						
	KETCHIKAN	**AK 99901**					
02126		2050 SEA LEVEL DR		KETCHIKAN		AK	99901
3032	**LAL T CHANDIRAMANI**		**Business Phone**	**Home Phone**	**Fax**		
	THE ROUND UP L.L.C.		(205) 586-6000				
	2825 OXMOOR GLEN DRIVE						
	BIRMINGHAM	**AL 35211**					
01248		231 STATE FARM PAKWAY, UNIT 101		HOMEWOOD		AL	35209
6005	**SANDRA FUQUA**		**Business Phone**	**Home Phone**	**Fax**		
	GPF, INC.		(251) 402-5951				
	4904 OXFORD DRIVE						
	MOBILE	**AL 36618**					
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**		**Business Phone**	**Home Phone**	**Fax**		
	JAY SHREE GANESH INC		(256) 622-3699				
	3020 NOCCALULA RD						
	ATTALLA	**AL 35954**					
01244		3020 NOCCALULA RD		ATTALLA		AL	35954
23780	**MARK WOODS**		**Business Phone**	**Home Phone**	**Fax**		
	WOODS MANAGEMENT, INC.						
	206 E. QUEENSBURY LANE						
	FLORENCE	**AL 35630**					
01216		2801 MALL DR #15		FLORENCE		AL	35630
15006	**LAURA OLGUIN**		**Business Phone**	**Home Phone**	**Fax**		
	NGAF, LLC		(520) 240-4502				
	P.O. BOX 41447						
	TUCSON	**AZ 85717**					
32162		311 98TH STREET NW		ALBUQUERQUE		NM	87121
32163		5210 EUBANK BLVD. NE		ALBUQUERQUE		NM	87111
13027	**MATTHEW M. MARCOCCIA**		**Business Phone**	**Home Phone**	**Fax**		
	GODFATHER'S PIZZA		(916) 965-1318		(916) 965-7664		
	6716 MADISON AVENUE						
	FAIR OAKS	**CA 95628**					
05474		6716 MADISON AVE		FAIR OAKS		CA	95628
20006	**SAAD TOMA**		**Business Phone**	**Home Phone**	**Fax**		
	GODFATHER'S PIZZA		(619) 462-6580				
	685 SWEETWATER ROAD						
	SPRING VALLEY	**CA 91977**					
05468		685 SWEETWATER RD		SPRING VALLEY		CA	91977
2035	**CHRIS BLEDSOE**		**Business Phone**	**Home Phone**	**Fax**		
	MUSTANGS TURBO WASH, INC		(970) 380-7270				
	530 W. PLATTE AVE						
	FT. MORGAN	**CO 80701**					
06344		530 W. PLATTE AVE		FT. MORGAN		CO	80701

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19034	**JAY SEEWALD**		**Business Phone**	**Home Phone**	**Fax**		
	J & L SVCS OF PALM BEACH, INC.		(561) 732-4670				
	12355 HAGEN RANCH RD, STE 604						
	BOYNTON BEACH	**FL 33437**					
10521		551 CASSAT AVE		JACKSONVILLE		FL	32254

6015	**JOHN FRESE**		**Business Phone**	**Home Phone**	**Fax**		
	FRESE, INC.						
	460 PARKHOUSE CT.						
	MARCO ISLAND	**FL 34145**					
16579		2722 120TH STREET NE		SWISHER		IA	52338
16580		200 HWY 151 EAST		WALFORD		IA	52351

11004	**MARK KNAUSS**		**Business Phone**	**Home Phone**	**Fax**		
	MAK CONCEPTS, INC.		(912) 272-2488		(912) 927-3966		
	8303 WHITE BLUFF ROAD						
	SAVANNAH	**GA 31406**					
11245	WHITE BLUFF	8303 WHITE BLUFF RD		SAVANNAH		GA	31406

16026	**SANGITABEN PATEL**		**Business Phone**	**Home Phone**	**Fax**		
	SQ 90, LLC		(229) 403-2062				
	216 CHEYENNE WAY						
	MOULTRIE	**GA 31788**					
11253		135 US HWY 319 S.		MOULTRIE		GA	31768

16020	**KESHAV (KEN) PATEL**		**Business Phone**	**Home Phone**	**Fax**		
	ROADRUNNER TRUCK STOP		(912) 632-0099				
	P.O. BOX 449						
	ALMA	**GA 31510**					
11250		2021 GA HWY 32 W ROADRUNNER TRUCK STOP		ALMA		GA	31510
11255		1009 VAN STREAT HWY		NICHOLLS		GA	31554

2018	**TIM BONNSTETTER**		**Business Phone**	**Home Phone**	**Fax**		
	IFOS, L.L.C.		(712) 786-2412				
	303 JEFFERSON STREET						
	REMSEN	**IA 51050**					
16495	Cherokee	103 E. INDIAN STREET		CHEROKEE		IA	51012

2019	**DALE BUCHER**		**Business Phone**	**Home Phone**	**Fax**		
	DLJ, INC.		(712) 523-3130				
	P.O. BOX 67						
	BEDFORD	**IA 50833**					
16510		HWYS 2 & 148, P.O. BOX 67		BEDFORD		IA	50833

3030	**TYLER BOONE**		**Business Phone**	**Home Phone**	**Fax**		
	COOPERATIVE GAS & OIL CO		(712) 722-2501				
	153 N. MAIN AVENUE						
	SIOUX CENTER	**IA 51250**					
16584		2950 S. MAIN AVENUE		SIOUX CENTER		IA	51250

4012	**RICHARD DEITERING**		**Business Phone**	**Home Phone**	**Fax**		
	BANCROFT CARGO LLC		(515) 885-2412				
	P.O. BOX 44						
	BANCROFT	**IA 50517**					
16527		112 N. LONG ST		BANCROFT		IA	50517

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4006	**MIKE DEVINE**		**Business Phone**	**Home Phone**	**Fax**		
	DEWITT TRAVEL MART		(309) 781-0579		(563) 659-2304		
	630 SOUTH 6TH AVENUE						
	DEWITT	**IA**	**52742**				
16448		630 SOUTH 6TH AVE	Truck Stop	DEWITT		IA	52742
16460		3300 ASBURY RD		DUBUQUE		IA	52002
16447		2201 HOUSER ST		MUSCATINE		IA	52761
4014	**TRACIE BOLHUIS**		**Business Phone**	**Home Phone**	**Fax**		
	DOWS PROPERTY GROUP		(641) 751-5553				
	21435 HWY 57						
	PARKERSBURG	**IA**	**50665**				
16539		904 CARDINAL AVE	Truck Stop	DOWS		IA	50071
5004	**KRIS EHLINGER**		**Business Phone**	**Home Phone**	**Fax**		
	KJ'S CONVENIENCE & DELI MART		(563) 652-5634		(563) 652-3299		
	916 WEST PLATT						
	MAQUOKETA	**IA**	**52060**				
16464		916 WEST PLATT		MAQUOKETA		IA	52060
5005	**RANDAL E. WOODARD**		**Business Phone**	**Home Phone**	**Fax**		
	ELLIOTT OIL COMPANY		(641) 684-4377				
	P.O. BOX 473						
	OTTUMWA	**IA**	**52501**				
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
16610		720 RICHMOND AVE		OTTUMWA		IA	52501
6008	**PAUL FAUSER**		**Business Phone**	**Home Phone**	**Fax**		
	FAUSER OIL COMPANY, INC.		(563) 426-5811				
	P.O. BOX 68						
	ELGIN	**IA**	**52141**				
16557		301 MILL AVE		ELGIN		IA	52141
6016	**JEFF FEDLER**		**Business Phone**	**Home Phone**	**Fax**		
	FEDLER AND COMPANY		(319) 385-4112				
	901 E. WASHINGTON ST						
	MOUNT PLEASANT	**IA**	**52641**				
16581		901 E. WASHINGTON ST		MOUNT PLEASANT		IA	52641
6018	**BRIAN FRIEDRICHSEN**		**Business Phone**	**Home Phone**	**Fax**		
	NORTH IDA INVESTMENTS, LLC		(361) 244-0957				
	2010 INDORF AVE.						
	HOLSTEIN	**IA**	**50125**				
16594		2010 INDORF AVE	HOLSTEIN TRAVEL CENTER	HOLSTEIN		IA	51025
19037	**JAN L. PRESTON**		**Business Phone**	**Home Phone**	**Fax**		
	TIGER MART		(712) 778-2660				
	50526 HWY 92						
	GRISWOLD	**IA**	**51535**				
16601		708 MAIN STREET		GRISWOLD		IA	51535

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7009	**DONALD GROTHE**		**Business Phone**	**Home Phone**	**Fax**		
	DON'S MOTOR MART, INC.		(641) 592-9966				
	401 WEST MAIN STREET						
	LAKE MILLS	**IA 50450**					
16476		401 WEST MAIN ST		LAKE MILLS		IA	50450
19012	**LARRY HUISMAN**		**Business Phone**	**Home Phone**	**Fax**		
	GRUNDY COUNTY HERITAGE CENTER, LLC		(319) 824-2728		(319) 824-3729		
	16250 N AVENUE						
	HOLLAND	**IA 50642**					
16445		16250 NORTH AVE Limited Menu		HOLLAND		IA	50642
7015	**DOUG GUST**		**Business Phone**	**Home Phone**	**Fax**		
	FOREST CITY FOODS		(641) 585-4120				
	145 EAST "L" STREET						
	FOREST CITY	**IA 50436**					
16515		145 EAST "L" ST		FOREST CITY		IA	50436
8035	**ZACHARY HERMANSEN**		**Business Phone**	**Home Phone**	**Fax**		
	ZCH, CORP		(319) 242-2700				
	1801 GREEN CREEK RD						
	CEDAR FALLS	**IA 50613**					
16591		3811 UNIVERSITY AVE		WATERLOO		IA	50701
8038	**CORY HODAPP**		**Business Phone**	**Home Phone**	**Fax**		
	THE STATION LLC		(319) 631-3149				
	955 236TH ST, SUITE 3						
	NORTH LIBERTY	**IA 52317**					
16603		620 MEADE DR		NORTH LIBERTY		IA	52317
8036	**DENNIS HOLDSWORTH**		**Business Phone**	**Home Phone**	**Fax**		
	BC'S TRUCK PLAZA, INC.		(712) 263-9371				
	506 HWY 59 NORTH						
	DENISON	**IA 51442**					
16596		506 HWY 59 N.		DENISON		IA	51442
16593		200 E. 1ST ST		UTE		IA	51060
9001	**DUSTIN MOHR**		**Business Phone**	**Home Phone**	**Fax**		
	IOWA STATE UNIVERSITY		(515) 294-4793				
	1340 ADMIN SVC. BLDG.						
	AMES	**IA 50011-1004**					
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**		**Business Phone**	**Home Phone**	**Fax**		
	JET GAS CORPORATION		(319) 469-4321		(319) 469-2107		
	P.O. BOX 67						
	HOUGHTON	**IA 52631**					
16473		2760 MT. PLEASANT ST		BURLINGTON		IA	52601
16478		901 SOUTH ST		BURLINGTON		IA	52601
16559		301 W. MAIN ST		NEW LONDON		IA	52645
11023	**MIKE COX**		**Business Phone**	**Home Phone**	**Fax**		
	KARDES, INC.		(319) 465-3212				
	2100 S. MAIN STREET						
	MONTICELLO	**IA 52310**					
16589		2100 S. MAIN STREET		MONTICELLO		IA	52310

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11009	**JOHN KETCHEN**		**Business Phone**	**Home Phone**	**Fax**		
	JOHN'S QWIK STOP		(319) 472-3480				
	101 W. FOURTH ST.						
	VINTON	**IA 52349**					
16451		23485 COUNTY RD E34		ANAMOSA		IA	52205
16611		235 EDGEWOOD ROAD NW		CEDAR RAPIDS		IA	52405
16450		3070 HIGHWAY 22 Truck Stop		RIVERSIDE		IA	52327
16599		814 C AVE.		VINTON		IA	52349
11022	**AJAY K. KSHETRY**		**Business Phone**	**Home Phone**	**Fax**		
	KSHETRY, AJAY K.		(314) 495-4709				
	3306 STEAMBOAT WAY, #11						
	MUSCATINE	**IA 52761**					
16586		1300 NICOLAUS DR		WILTON		IA	52778
12004	**KEITH LACY**		**Business Phone**	**Home Phone**	**Fax**		
	MAKINZAH, INC.		(319) 363-2127				
	225 14TH ST.						
	MARION	**IA 52302**					
16434		3647 1/2 1ST AVE SE		CEDAR RAPIDS		IA	52402
13017	**JASON MCDERMOTT**		**Business Phone**	**Home Phone**	**Fax**		
	MCDERMOTT OIL COMPANY		(563) 852-3510		(563) 852-7421		
	P.O. BOX 70						
	CASCADE	**IA 52033**					
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**		**Business Phone**	**Home Phone**	**Fax**		
	CSOI CORP		(641) 752-2580		(641) 752-5320		
	602 ELMWOOD DR.						
	MARSHALLTOWN	**IA 50158**					
16608		1201 N. JEFFERSON WAY		INDIANOLA		IA	50125
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**		**Business Phone**	**Home Phone**	**Fax**		
	MULGREW OIL CO.		(563) 556-0750				
	10314 SILVERWOOD DR.						
	DUBUQUE	**IA 52003**					
16552		1215 E. 16TH ST		DUBUQUE		IA	52001
15008	**GREG ODENDAHL**		**Business Phone**	**Home Phone**	**Fax**		
	GMB FOODS, INC		(712) 830-9931				
	624 WEST US HIGHWAY 30						
	CARROLL	**IA 51401**					
16607	CARROLL	624 W. US HIGHWAY 30		CARROLL		IA	51401
15007	**KEITH OLSEN**		**Business Phone**	**Home Phone**	**Fax**		
	OLSEN FUEL SUPPLY, INC		(712) 243-2340				
	P.O. BOX 536						
	ATLANTIC	**IA 50022**					
16605		110 LOCUST ST		ATLANTIC		IA	50022

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13500	**BRAD PRICE**		**Business Phone**	**Home Phone**	**Fax**		
	ROC MANAGEMENT & ASSOC., INC.		(712) 336-3933				
	1601 KEOKUK AVENUE						
	SPIRIT LAKE	**IA 51360**					
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**		**Business Phone**	**Home Phone**	**Fax**		
	SCHUBOX ENTERPRISES LLC		(641) 456-3355				
	10 1ST STREET SE						
	HAMPTON	**IA 50441**					
16439		805 CENTRAL AVE WEST		HAMPTON		IA	50441
19017	**DENNIS SHEPARD**		**Business Phone**	**Home Phone**	**Fax**		
	SHEPARD & SHEPARD, LLC		(563) 262-3331				
	12735 US HWY 61						
	WAPELLO	**IA 52653**					
16486		HWY 61 & HWY 92		GRANDVIEW		IA	52752
19038	**PARAMVIR SINGH**		**Business Phone**	**Home Phone**	**Fax**		
	SUPER LUCKY, INC.		(641) 275-2103				
	P.O. BOX 189						
	LE GRAND	**IA 50142**					
16606		806 W. MAIN ST		LE GRAND		IA	50142
9003	**RENEE FUNK**		**Business Phone**	**Home Phone**	**Fax**		
	THE UNIVERSITY OF IOWA		(319) 335-0115				
	202 PLAZA CENTRE ONE						
	IOWA CITY	**IA 52242**					
16595		IOWA MEMORIAL UNION 125 N. MADISON STRE		IOWA CITY		IA	52242
20005	**CINDY TIEFENTHALER**		**Business Phone**	**Home Phone**	**Fax**		
	SPARKY'S ONE STOP		(712) 673-2723		(712) 673-2878		
	12053 HWY 71 N.						
	CARROLL	**IA 51401**					
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
16480		1211 9TH ST		LAKE VIEW		IA	51450
16477		1004 IOWA ST		ONAWA		IA	51040
16583		2325 MARSHALL AVE		ROCKWELL CITY		IA	50579
16613		5292 HWY 71 NORTH		STORM LAKE		IA	50588
16609		101 HWY 30 (Sparky's One Stop #18)		VAIL		IA	51465
20002	**MICK TIMMERMAN**		**Business Phone**	**Home Phone**	**Fax**		
	MICK T. INVESTMENTS, LC		(319) 277-7777				
	3119 WINTER RIDGE ROAD						
	CEDAR FALLS	**IA 50613**					
16419		1621 WEST 1ST ST		CEDAR FALLS		IA	50613

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2022	**FRED TURNER**		**Business Phone**	**Home Phone**	**Fax**		
	EAT MAID-RITE, INC.		(319) 668-1114				
	2205 U STREET						
	WILLIAMSBURG	**IA 52361**					
16525		2205 U AVE		WILLIAMSBURG		IA	52361
6007	**JENNIFER HOSKINS**		**Business Phone**	**Home Phone**	**Fax**		
	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**		**Business Phone**	**Home Phone**	**Fax**		
	HWZ LLC		(319) 351-2818				
	2649 HUNTER CT. NW						
	SWISHER	**IA 52338**					
16598		110 S. MARKET STREET		SOLON		IA	52333
23007	**TODD & AMY WARNKE**		**Business Phone**	**Home Phone**	**Fax**		
	A.T. WARNKES		(319) 240-9088		(563) 237-6051		
	2971 250TH STREET						
	FREDERICKSBURG	**IA 50630**					
16497		138 E. MAIN ST		FREDERICKSBURG		IA	50630
16549		213 VINE ST		WEST UNION		IA	52175
13500	**BRAD PRICE**		**Business Phone**	**Home Phone**	**Fax**		
	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
5005	**RANDAL E. WOODARD**		**Business Phone**	**Home Phone**	**Fax**		
	ELLIOTT OIL COMPANY		(641) 684-4377				
	P.O. BOX 473						
	OTTUMWA	**IA 52501**					
26390		RR #3, BOX 173D		LANCASTER		MO	63548
3023	**BRUCE N. CANNON**		**Business Phone**	**Home Phone**	**Fax**		
	1ST COURSE, INC		(712) 256-9121				
	314 PARKWILD DRIVE						
	COUNCIL BLUFFS	**IA 51503**					
28456		3301 O STREET		LINCOLN		NE	68510
28444		714 W. BENJAMIN		NORFOLK		NE	68701
2011	**BILL SMITH**		**Business Phone**	**Home Phone**	**Fax**		
	BECK OIL COMPANY OF ILLINOIS		(815) 875-6451				
	850 E. THOMPSON ST.						
	PRINCETON	**IL 61356**					
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

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(By State)

3016	**SEAN CHINNA**		**Business Phone**	**Home Phone**	**Fax**	
	S & R PETROLEUM		(309) 627-9291			
	P.O. BOX 101					
	GLADSTONE	**IL 61437**				
14277		402 6TH ST		NEW BOSTON	IL	61272
14273		Corner of 8th & Schuyler / RR1, Box 102B (Mail)		OQUAWKA	IL	61469
6011	**ANDREW L. FUHRMAN**		**Business Phone**	**Home Phone**	**Fax**	
	FUHRCO, LLC		(507) 438-1895			
	713 40TH STREET					
	EAST MOLINE	**IL 61244**				
14282		1347 AVENUE OF THE CITIES		EAST MOLINE	IL	61244
6500	**KEN PEARSON**		**Business Phone**	**Home Phone**	**Fax**	
	MARTIN & BAYLEY, INC.		(618) 382-2334			
	1311 A WEST MAIN ST.					
	CARMI	**IL 62821**				
14310		4590 NORTH ILLINOIS STREETE		BELLEVILLE	IL	62226
14284		1900 SOUTH ILLINOIS AVE		CARBONDALE	IL	62903
14250		1107 WEST OAK ST		CARMI	IL	62821
14285		1100 PIN OAK DR		CARTERVILLE	IL	62918
14303		501 MADISON STREET		CHARLESTON	IL	61920
14292		104 EGYPTIAN AVE		CHRISTOPHER	IL	62822
14307		110 SOUTH MAIN STREET		DUPO	IL	62239
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
14308		2700 WEST MAIN STREET		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
14302		607 EAST MAIN STREET		ROBINSON	IL	62454
14234		102 EAST BROADWAY		STEELEVILLE	IL	62288
12003	**JOHN LESKOVISEK**		**Business Phone**	**Home Phone**	**Fax**	
	PEKIN PIZZA COMPANY		(217) 931-2151		(217) 529-2651	
	35 FAIRVIEW LANE					
	SPRINGFIELD	**IL 62711**				
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
19039	**SURINDER (PAUL) SINGH**		**Business Phone**	**Home Phone**	**Fax**	
	BOWMAN PANTRY, INC.		(317) 775-9925			
	616 S. BOWMAN AVENUE					
	DANVILLE	**IL 61832**				
14309		616 S. BOWMAN AVE		DANVILLE	IL	61832

Franchise Store Listing
(By State)

			Business Phone	Home Phone	Fax		
6500	KEN PEARSON						
	MARTIN & BAYLEY, INC.		(618) 382-2334				
	1311 A WEST MAIN ST.						
	CARMI	IL 62821					
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
15318		113 WEST COMMERCE ST		BROWNSTOWN		IN	47220
15299		102 E. LINCOLN AVE		CHANDLER		IN	47610
15319		3131 KANSAS ROAD		EVANSVILLE		IN	47725
15320		2225 NORTH FARES AVENUE		EVANSVILLE		IN	47711
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
15315		5425 E. HIGHWAY 62		JEFFERSONVILLE		IN	47130
15292		631 WEST 4TH ST		MT. VERNON		IN	47620
15316		363 SOUTH MAPLE STREET		ORLEANS		IN	47452
15317		812 WEST MAIN STREET		PAOLI		IN	47454
15258	PETERSBURG 285	17 WEST MAIN		PETERSBURG		IN	47567

			Business Phone	Home Phone	Fax		
6500	KEN PEARSON						
	MARTIN & BAYLEY, INC.		(618) 382-2334				
	1311 A WEST MAIN ST.						
	CARMI	IL 62821					
18341		101 N. ELM ST P.O. BOX 490		BARDWELL		KY	42023
18363		675 WESTERN KENTUCKY PKWY		BEAVER DAM		KY	42320
18365		104 S. MADISONVILLE STREET		CROFTON		KY	42117
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
18364		7117 SHELBYVILLE ROAD		SIMPSONVILLE		KY	40067
18238	STURGIS 302	620 NORTH MAIN		STURGIS		KY	42459

			Business Phone	Home Phone	Fax		
23370	RICK WILLIAMS						
	RJW SERVICES, INC.		(618) 273-3421	(618) 273-3421	(618) 273-9744		
	46 KINGSWOOD ROAD						
	EL DORADO	IL 62930					
18219	MADISONVILLE	PARKWAY PLAZA MALL		MADISONVILLE		KY	42431

			Business Phone	Home Phone	Fax		
6500	KEN PEARSON						
	MARTIN & BAYLEY, INC.		(618) 382-2334				
	1311 A WEST MAIN ST.						
	CARMI	IL 62821					
26419		501 CIVIC CENTER DRIVE		LAKE ST. LOUIS		MO	63367
26391		703 N. WESTWOOD BLVD		POPLAR BLUFF		MO	63901

26427		2875 SAINT PETERS HOWELL ROAD	ST. PETERS	MO	63376

6500	KEN PEARSON	Business Phone	Home Phone	Fax	
	MARTIN & BAYLEY, INC.	(618) 382-2334			
	1311 A WEST MAIN ST.				
	CARMI	IL 62821			
43324		106 HIGHWAY 46	DICKSON	TN	37055
43320		23 VETERANS DR NORTH	HUNTINGDON	TN	38344
43336		1295 UNION UNIVERSITY DRIVE	JACKSON	TN	38305
43337		7 RIDGECREST ROAD	JACKSON	TN	38305

8031	ARSHAD (ART) HABIB	Business Phone	Home Phone	Fax	
	RAZM CORPORATION	(219) 929-1110			
	1175 BROADWAY				
	CHESTERTON	IN 46034			
15310		1175 BROADWAY Limited Menu	CHESTERTON	IN	46304

9110	MOHAMMAD IQBAL	Business Phone	Home Phone	Fax	
	CRYSTAL FOOD CORPORATION	(219) 769-0002		(219) 736-4605	
	6851 BROADWAY				
	MERRILLVILLE	IN 46410			
15248	MERRILLVILLE	6851 BROADWAY	MERRILLVILLE	IN	46410

16025	JAYESHKUMAR PATEL	Business Phone	Home Phone	Fax	
	AJ PARTNERSHIP INC	(317) 714-7066			
	7107 MILANO DR.				
	INDIANAPOLIS	IN 46259			
15312		2994 FULMER DR	BARGERSVILLE	IN	46106
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	Business Phone	Home Phone	Fax	
	W & W PIZZA, INC.	(812) 385-8747		(812) 385-4213	
	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	Business Phone	Home Phone	Fax	
	NORTH-AGRI MART LLC	(785) 366-7213			
	P.O. BOX 157				
	HOPE	KS 67451			
17307		301 W. WALNUT STREET	HERINGTON	KS	67449

12009	JOHN J. LUCAS	Business Phone	Home Phone	Fax	
	LUCAS FAMILY PIZZA LLC	(913) 681-5880			
	12525 ANTIOCH RD, SUITE 102				
	OVERLAND PARK	KS 66213			
17286		12561 ANTIOCH RD	OVERLAND PARK	KS	66213

19018	RICKY D. WOOD	Business Phone	Home Phone	Fax	
	WOODSHED	(620) 922-7252			
	P.O. BOX 339				
	EDNA	KS 67342			
37252		309 S MAYES	ADAIR	OK	74330

Franchise Store Listing
(By State)

12012	JOHN W. LOTT		Business Phone	Home Phone	Fax		
	EXECUTIVE HOTEL, LLC		(502) 245-5720				
	11700 COMMONWEALTH DR, STE 604						
	LOUISVILLE	KY 40299					
18343		9700 BLUEGRASS PARKWAY		LOUISVILLE		KY	40299
16019	NILAM D. PATEL		Business Phone	Home Phone	Fax		
	DONGAR FOOD		(502) 636-1953				
	1506 S. SHELBY STREET						
	LOUISVILLE	KY 40217					
18315		2611 LEITCHFIELD RD		ELIZABETHTOWN		KY	42701
16027	JERRY F. PENSOL		Business Phone	Home Phone	Fax		
	S.P.C., INC. dba GODFATHER'S PIZZA		(606) 308-3524				
	P.O. BOX 1814						
	MOUNT VERNON	KY 40456					
18361	MT. VERNON	1475 RICHMOND RD		MT. VERNON		KY	40456
19024	G. LYNN RICE		Business Phone	Home Phone	Fax		
	SUPER QUIK, INC.		(606) 393-3247				
	2000 ASHLAND DR., SUITE 105						
	ASHLAND	KY 41101-7058					
18303		14 WEST KY 8, STE A		VANCEBURG		KY	41179
23014	ANIL (ANDY) J. WADHWA		Business Phone	Home Phone	Fax		
	RSSB, LLC		(931) 801-1307				
	10125 DIXIE BEELINE HWY						
	GUTHRIE	KY 42234					
18360		10125 DIXIE BEELINE HWY		GUTHRIE		KY	42234
23014	ANIL (ANDY) J. WADHWA		Business Phone	Home Phone	Fax		
	RSSB, LLC		(931) 801-1307				
	10125 DIXIE BEELINE HWY						
	GUTHRIE	KY 42234					
43335		2801 WILMA RUDOLPH BLVD. UNIT 8004		CLARKSVILLE		TN	37040
12014	JEFF LAUSENG		Business Phone	Home Phone	Fax		
	TODAY'S PIZZA OF LA LLC		(318) 347-9897				
	695 DUMAINE DRIVE						
	BOSSIER CITY	LA 71111					
19214		4200 AIRLINE DRIVE		BOSSIER CITY		LA	71111
13510	DON WOOD		Business Phone	Home Phone	Fax		
	SODEXO, INC.						
	9801 WASHINGTONIAN BLVD.						
	GAITHERSBURG	MD 20878					
04136	ARKANSAS STATE UNIVERSI	105 N. Caraway/Carl Reng Ctr-Box 299		STATE UNIVERSITY		AR	72467
1100	BUTCH HOWARD		Business Phone	Home Phone	Fax		
	HMSHOST		(240) 694-4100				
	6905 ROCKLEDGE DRIVE						
	BETHESDA	MD 20817					
24338	Mpls/St Paul Interntl Airport	4300 Glumack Dr (A/B Food Court)		ST. PAUL		MN	55111
13510	DON WOOD		Business Phone	Home Phone	Fax		
	SODEXO, INC.						
	9801 WASHINGTONIAN BLVD.						
	GAITHERSBURG	MD 20878					
28386	CREIGHTON UNIV. STUDENT	2400 CASS ST College		OMAHA		NE	68178

Franchise Store Listing
(By State)

9600	**DICK JOHNSON**		**Business Phone**	**Home Phone**	**Fax**		
	DJ CONCEPTS, INC.		(269) 664-5260				
	11820 LAKEWAY DR.						
	PLAINWELL	**MI 49080**					
23142	EAST CORK	3815 EAST CORK		KALAMAZOO		MI	49001

8034	**SARA WIMBERLY**		**Business Phone**	**Home Phone**	**Fax**		
	HOLIDAY STATIONSTORES, INC.		(952) 830-8700				
	4567 AMERICAN BLVD. WEST						
	BLOOMINGTON	**MN 55437**					
23151		56021 US HIGHWAY 41		CALUMET		MI	49913
23152		110 US HIGHWAY 41		L'ANSE		MI	49946
23153		103 GREENLAND ROAD		ONTONAGON		MI	49953
23154		US HIGHWAY 2 WEST		WAKEFIELD		MI	49968

1010	**STEVEN ANDERSON**		**Business Phone**	**Home Phone**	**Fax**		
	BOBBY & STEVE'S AUTO WORLD, LLP		(952) 831-8833				
	7920 FRANCE AVE S						
	BLOOMINGTON	**MN 55435**					
24390		7920 FRANCE AVE S		BLOOMINGTON		MN	55435

2020	**ROGER BACKSTROM**		**Business Phone**	**Home Phone**	**Fax**		
	GFI MANAGEMENT LLC		(763) 560-2667				
	10471 HOLLY STREET NW						
	COON RAPIDS	**MN 55448**					
24377		7450 UNITY AVE, NORTH		BROOKLYN PARK		MN	55443

2031	**JEFF BAHE**		**Business Phone**	**Home Phone**	**Fax**		
	JEFFS: BOBBY & STEVE'S AUTO WORLD, LLP		(612) 251-9084				
	3701 CENTRAL AVE NE						
	COLUMBIA HEIGHTS	**MN 55421**					
24391		3701 CENTRAL AVE NE		COLUMBIA HEIGHTS		MN	55421

19023	**STEVE WILLIAMS**		**Business Phone**	**Home Phone**	**Fax**		
	BOBBY & STEVE'S AUTO WORLD II, LLP		(612) 333-8900				
	1221 WASHINGTON AVENUE SOUTH						
	MINNEAPOLIS	**MN 55415**					
24375		1221 WASHINGTON AVE SOUTH Truck Stop		MINNEAPOLIS		MN	55415

2029	**MICK & DEANN BROMENSCHENKEL**		**Business Phone**	**Home Phone**	**Fax**		
	GODFATHER'S PIZZA		(320) 743-4730				
	4623 60TH AVENUE						
	ST. CLOUD	**MN 56304**					
24386		13854 1ST ST SE, STE 8		BECKER		MN	55308

19004	**COREY CHRISTENSEN**		**Business Phone**	**Home Phone**	**Fax**		
	SCK OF RED WING, INC.		(651) 388-1138				
	2000 OLD WEST MAIN STREET						
	RED WING	**MN 55066**					
24333		2000 OLD WEST MAIN ST		RED WING		MN	55066

3020	**JERRY MORD**		**Business Phone**	**Home Phone**	**Fax**		
	CO-OP SERVICE INC. OF BAUDETTE		(218) 634-2550				
	P.O. BOX 69						
	BAUDETTE	**MN 56623**					
24380		509 W. MAIN		BAUDETTE		MN	56623

Franchise Store Listing
(By State)

7018	**STEVEN M. GIERE**	**Business Phone**	**Home Phone**	**Fax**	
	PIZZA TEAM, INC.	(507) 288-7515			
	1611 16TH STREET NW				
	ROCHESTER **MN** **55901**				
24381	1611 N.W. 16TH ST		ROCHESTER	MN	55901

8016	**BOB HANAUSKA**	**Business Phone**	**Home Phone**	**Fax**	
	DON'S I-94 CONVENIENCE STORE, INC.	(320) 845-4646		(320) 845-4669	
	310 - 8TH STREET SOUTH				
	ALBANY **MN** **56307**				
24350	310 - 8TH ST SOUTH		ALBANY	MN	56307

11019	**LARRY KICKER**	**Business Phone**	**Home Phone**	**Fax**	
	GODFATHER'S PIZZA IN ARLINGTON	(507) 964-2122			
	343 W. MAIN ST.				
	ARLINGTON **MN** **55307**				
24379	343 W. MAIN ST		ARLINGTON	MN	55307

3014	**NIKKI OSSE**	**Business Phone**	**Home Phone**	**Fax**	
	NORTHERN STAR COOP SVCS., INC.	(218) 232-2445			
	P.O. BOX 458				
	DEER RIVER **MN** **56636**				
24356	904 1ST AVE NE		LONG PRAIRIE	MN	56347

20014	**ANDREA TEAL**	**Business Phone**	**Home Phone**	**Fax**	
	TEAL'S CONVENIENCE - LUVERNE, L.L.C.	(320) 630-2329			
	201 2ND AVE SOUTH, SUITE 101				
	COLD SPRING **MN** **56320**				
24395	818 N. KNISS AVE		LUVERNE	MN	56156

8034	**SARA WIMBERLY**	**Business Phone**	**Home Phone**	**Fax**	
	HOLIDAY STATIONSTORES, INC.	(952) 830-8700			
	4567 AMERICAN BLVD. WEST				
	BLOOMINGTON **MN** **55437**				
35154	107 8TH AVENUE SE		WATFORD CITY	ND	58854

2032	**RUSSELL BABCOCK**	**Business Phone**	**Home Phone**	**Fax**	
	GRACE PIZZA, INC.	(816) 215-4608			
	322 SOUTH 291 HIGHWAY				
	LIBERTY **MO** **64068**				
26401	5402 ANTIOCH RD		KANSAS CITY	MO	64119
26402	LIBERTY 322 SOUTH 291 HWY		LIBERTY	MO	64068

2026	**JEFF & KRISTI BAILEY**	**Business Phone**	**Home Phone**	**Fax**	
	GODFATHER'S PIZZA	(417) 247-0274			
	3108 COUNTY ROAD 3690				
	MOUNTAIN VIEW **MO** **65548**				
26392	103 E. 5TH ST		MOUNTAIN VIEW	MO	65548

3027	**HEON-MO (BILL) CHUNG**	**Business Phone**	**Home Phone**	**Fax**	
	NAM-HO DEVELOPMENT, LLC	(816) 617-2753			
	1514 BOB GRIFFIN ROAD				
	CAMERON **MO** **64429**				
26394	1518 BOB GRIFFIN RD		CAMERON	MO	64429

3031	**MICHAEL COOK**	**Business Phone**	**Home Phone**	**Fax**	
	COOK RESTAURANTS, LLC	(573) 718-9595		(573) 785-0944	
	888 COUNTY ROAD 526				
	POPLAR BLUFF **MO** **63901**				

26397	791 N. WESTWOOD BLVD		POPLAR BLUFF	MO	63901

3551	**DAVID CROWDUS**	**Business Phone**	**Home Phone**	**Fax**
	AUX ARC PIZZA	(816) 792-1000		(816) 792-0654
	549 AMANDA RD			
	RIDGEDALE	**MO**	**65739**	

26399	1026 W. MAIN STREET		BRANSON	MO 65616

4009	**TOBY DOLT**	**Business Phone**	**Home Phone**	**Fax**
	JUDY'S PLACE, LLC	(816) 580-7115		(816) 296-7612
	220 W. 6TH STREET			
	LAWSON	**MO**	**64062**	

26370	220 W. 6TH ST		LAWSON	MO 64062

7019	**TONY GIER**	**Business Phone**	**Home Phone**	**Fax**
	GIER OIL COMPANY, INC.	(573) 392-6150		(573) 392-6230
	301 E. 8TH STREET			
	ELDON	**MO**	**65026**	

26425	205 E. MORGAN STREET		BOONVILLE	MO 65233
26424	1460 MO HWY 64		HERMITAGE	MO 65668
26393	1850 W. ELM ST		LEBANON	MO 65536
26426	1780 HWY 50 EAST		LINN	MO 65051
26389	1963 HWY 63 (WESTPHALIA EAGLE STOP)		WESTPHALIA	MO 65085

12006	**GREG & LORI LANDES**	**Business Phone**	**Home Phone**	**Fax**
	LANDES OIL INC.	(660) 684-6611		
	P.O. BOX 199			
	JAMESPORT	**MO**	**64648**	

26374	103 HILL ST		STEWARTSVILLE	MO 64490

15009	**MATT O'CONNELL**	**Business Phone**	**Home Phone**	**Fax**
	CUSTOM LAWN CARE OF LAKE OF THE OZAR	(573) 374-4433		
	P.O. BOX 1362			
	SUNRISE BEACH	**MO**	**65079**	

26429	P.O. BOX 1362 11947 NORTH STATE HWY 5		SUNRISE BEACH	MO 65079

19510	**MIKE SIDWELL**	**Business Phone**	**Home Phone**	**Fax**
	K2M, INC.	(417) 581-9292		
	510 EAST SOUTH STREET			
	OZARK	**MO**	**65721**	

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**	**Business Phone**	**Home Phone**	**Fax**
	RAZIA LLC dba OUR PLACE	(660) 744-5341		
	1306 US HWY 136 W.			
	ROCK PORT	**MO**	**64482**	

26400	1306 US HWY 136 W		ROCK PORT	MO 64482

3031	**MICHAEL COOK**	**Business Phone**	**Home Phone**	**Fax**
	COOK RESTAURANTS, LLC	(573) 718-9595		(573) 785-0944
	888 COUNTY ROAD 526			
	POPLAR BLUFF	**MO**	**63901**	

25110	801 US 278 (HERITAGE INN & SUITES)		AMORY	MS 38821

Franchise Store Listing
(By State)

8028	**TERRA GARDIPEE**	**Business Phone**	**Home Phone**	**Fax**	
	FLAT FOOD LLP	(406) 788-5804			
	1800 3RD STREET NW				
	GREAT FALLS	**MT** **59404**			
27140		1800 3RD STREET NW	THE DO BAR	GREAT FALLS	MT 59404

22100	**LINDA VAP**	**Business Phone**	**Home Phone**	**Fax**	
	MONTANA PIZZA, INC.	(406) 251-3461		(406) 251-4575	
	223 EAST MAIN				
	MISSOULA	**MT** **59802**			
27135	BILLINGS	905 MAIN ST		BILLINGS	MT 59105
27105	HELENA	2216 N MONTANA AVE		HELENA	MT 59601

3028	**BURNHAM WALLACE**	**Business Phone**	**Home Phone**	**Fax**	
	COLONIAL PANTRY HOLDINGS, LLC	(910) 395-5300			
	1410 COMMONWEALTH DR., STE 202				
	WILMINGTON	**NC** **28403**			
14290	OGDEN	401 N. MARKET ST		OGDEN	IL 61859

13028	**JYOTHSNA NAGABHIRAVA**	**Business Phone**	**Home Phone**	**Fax**	
	NIVI CORPORATION	(336) 391-9132			
	1223 RIDGE GROVE CT				
	LEWISVILLE	**NC** **27023**			
34344		215 W HWY 64, SUITE 14		LEXINGTON	NC 27295

20016	**ANGELIA W. THOMPSON**	**Business Phone**	**Home Phone**	**Fax**	
	S & A THOMPSON ENTERPRISES, INC	(910) 206-6384			
	194 BEANE RUN				
	ROCKINGHAM	**NC** **28379**			
34346		1010 E. BROAD AVE		ROCKINGHAM	NC 28379

1008	**CHRIS ALLEN**	**Business Phone**	**Home Phone**	**Fax**	
	MLO INVESTMENTS, INC.	(701) 373-0033			
	4141 38TH STREET SOUTH, STE E1				
	FARGO	**ND** **58104**			
24385	DETROIT LAKES	712 1/2 WASHINGTON AVE		DETROIT LAKES	MN 56501

8039	**SHAWN HAGEN**	**Business Phone**	**Home Phone**	**Fax**	
	HOLIDAY INN FARGO	(701) 282-2700			
	3803 13TH AVENUE SOUTH				
	FARGO	**ND** **58103**			
35157		3803 13TH AVENUE SOUTH		FARGO	ND 58103

8033	**JARED SCHEELER**	**Business Phone**	**Home Phone**	**Fax**	
	HUB CONVENIENCE STORES, INC	(701) 483-3835		(701) 483-3836	
	191 40TH STREET WEST				
	DICKINSON	**ND** **58601**			
35153		191 40TH STREET WEST		DICKINSON	ND 58601

6013	**DON GRANDE**	**Business Phone**	**Home Phone**	**Fax**	
	KIBO HOLDINGS, LTD	(701) 365-8088			
	2700 12TH AVENUE S., SUITE A				
	FARGO	**ND** **58103**			
35152		301 12TH AVE SE		STANLEY	ND 58784

16028	**BILL KLUG**	**Business Phone**	**Home Phone**	**Fax**	
	UNITED QUALITY COOPERATIVE	(701) 627-3636			
	307 MAIN STREET				
	NEW TOWN	**ND** **58763**			

35156		99 COOP STREET	NEW TOWN	ND	58763

23012	**CODY WICKHAM**	**Business Phone**	**Home Phone**	**Fax**	
	SAMUS ENTERPRISES LLC	(402) 616-1929			
	6520 N. 158TH STREET				
	OMAHA	**NE 68116**			
06350		9567 E. ILIFF AVENUE	DENVER	CO	80231
06343		2350 E. 120TH AVENUE	THORNTON	CO	80233

3011	**DE LONE WILSON**	**Business Phone**	**Home Phone**	**Fax**	
	CUBBY'S INC.	(402) 453-2468		(402) 453-4513	
	9229 MORMON BRIDGE PLZ, STE 6				
	OMAHA	**NE 68152-1959**			
16545		1302 FIRST AVE Truck Stop	MANSON	IA	50563
16493		121 N. DES MOINES Truck Stop	ODEBOLT	IA	51458
16569		2501 210TH AVE	PERCIVAL	IA	51648
16491		2405 N. BROADWAY ST Truck Stop	RED OAK	IA	51566

18100	**PETER HARDING**	**Business Phone**	**Home Phone**	**Fax**	
	FALL FOODS, INC.	(402) 681-5741			
	144 S. 39TH STREET				
	OMAHA	**NE 68131**			
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**	**Business Phone**	**Home Phone**	**Fax**	
	KOPPER KETTLE, INC.	(402) 426-2171			
	1160 LINCOLN ST				
	BLAIR	**NE 68008**			
16592		1961 HIGHWAY 30	MISSOURI VALLEY	IA	51555

20007	**BRAD TAYLOR**	**Business Phone**	**Home Phone**	**Fax**	
	TAYLOR OIL COMPANY, INC.	(402) 426-9505			
	P.O. BOX 548				
	BLAIR	**NE 68008-0548**			
16492		11 EAST ST (M16 & I-80, EXIT 34) Truck Stop	SHELBY	IA	51570

1004	**DUAINE ARENA**	**Business Phone**	**Home Phone**	**Fax**	
	ASA HOLDINGS, LLC	(402) 806-4406			
	556 SARGENT STREET				
	BEATRICE	**NE 68310**			
28441		556 SARGENT ST	BEATRICE	NE	68310

2036	**BRADLEY G. BRINK**	**Business Phone**	**Home Phone**	**Fax**	
	KB STORES, INC.	(402) 372-7205			
	1862 COUNTY ROAD 17				
	LYONS	**NE 68038**			
28457		702 S. BROADWAY ST	DECATUR	NE	68020

3011	**DE LONE WILSON**	**Business Phone**	**Home Phone**	**Fax**	
	CUBBY'S INC.	(402) 453-2468		(402) 453-4513	
	9229 MORMON BRIDGE PLZ, STE 6				
	OMAHA	**NE 68152-1959**			
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** — Business Phone: (402) 369-2145
GANDER FOODS, LLC
106 S. MAIN STREET
WAYNE **NE** **68787**

28450	106 S. MAIN ST	WAYNE	NE	68787

7024 **MICHAEL GLASSMYER** — Business Phone: (402) 469-6790 — Fax: (402) 303-1042
GLASCO ENTERPRISES, INC.
P.O. BOX 1505
HASTINGS **NE** **68901**

28454	1414 N. BURLINGTON AVE	HASTINGS	NE	68901

7740 **MIKE GOTTSCHALK** — Business Phone: (402) 210-7423 — Fax: (402) 697-5549
GOTCHA CORPORATION
3618 SOUTH 170TH COURT
OMAHA **NE** **68130**

28406	806 VILLAGE SQUARE	GRETNA	NE	68028
28432	2917 S. 168TH ST	OMAHA	NE	68130

7025 **JOHN GUILL** — Business Phone: (402) 372-7702
JG5 ENTERPRISES, LLC
101 S. CHARDE AVE.
OAKLAND **NE** **68045**

28455	101 S. CHARDE AVE	OAKLAND	NE	68045

8610 **LOWELL HENGGELER** — Business Phone: (402) 727-6262
GODFATHER'S PIZZA
1851 E. 23RD STREET
FREMONT **NE** **68025**

28379 FREMONT	1851 E. 23RD ST	FREMONT	NE	68025

8600 **MARK HENK & TIM SVOBODA** — Business Phone: (402) 643-4524
SVOBODA & HENK, INC.
2457 N. 147TH STREET
OMAHA **NE** **68116**

28345 GRAND ISLAND	1916 S LOCUST	GRAND ISLAND	NE	68801
28385 PLATTSMOUTH	132 S. 6TH ST	PLATTSMOUTH	NE	68048
28245 SEWARD	122 NORTH 5TH ST	SEWARD	NE	68434

8015 **CHARLES (AL) HESS** — Business Phone: (402) 981-3618
CHESS, INC.
16021 BOYD CIRCLE
OMAHA **NE** **68116**

28414	14139 Q ST	OMAHA	NE	68137

11001 **PAT KELLEY** — Business Phone: (402) 614-5666 — Fax: (402) 614-2781
KT RESTAURANTS, INC., LLC
P.O. BOX 540843
OMAHA **NE** **68154**

28389	15234 WEST MAPLE RD	OMAHA	NE	68116
28398	417 N. SADDLE CREEK RD	OMAHA	NE	68131

Franchise Store Listing
(By State)

28401	NORTH 30TH	7403 NORTH 30TH ST		OMAHA	NE	68112
11905	**BOB KUTA**		**Business Phone**	**Home Phone**	**Fax**	
	KBF, INC.		(402) 564-8515			
	P.O. BOX 1500					
	COLUMBUS	**NE 68601**				
28375	COLUMBUS	770 33RD AVE		COLUMBUS	NE	68601
13026	**RICHARD MUNDIL**		**Business Phone**	**Home Phone**	**Fax**	
	PINE STREET PUB, LLC		(402) 270-0512			
	228 CENTER STREET					
	HOWELLS	**NE 68641**				
28452		247 PINE ST		CLARKSON	NE	68629
15005	**STEVE OSBORN**		**Business Phone**	**Home Phone**	**Fax**	
	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
16200	**DAN PETERSEN**		**Business Phone**	**Home Phone**	**Fax**	
	ELKHORN PIZZA, INC.		(402) 289-2038			
	P.O. BOX 513					
	ELKHORN	**NE 68022**				
28374	ELKHORN	101 HILLRISE		ELKHORN	NE	68022
18400	**BRIAN BARTLING**		**Business Phone**	**Home Phone**	**Fax**	
	RIGEL AIRPORT SERVICES LLC		(402) 422-6376		(402) 345-1223	
	4501 ABBOTT DRIVE					
	OMAHA	**NE 68110**				
28394	EPPLEY AIRFIELD	4501 ABBOTT DR-EPPLEY AIRFIELD		OMAHA	NE	68110
20009	**DAVID THIELE**		**Business Phone**	**Home Phone**	**Fax**	
	MAST ENTERPRISES, INC.		(308) 632-5858			
	2201 BROADWAY					
	SCOTTSBLUFF	**NE 69361**				
28434		2207 BROADWAY		SCOTTSBLUFF	NE	69361
23011	**DENNIS WAMSLEY**		**Business Phone**	**Home Phone**	**Fax**	
	THE POST, LLC		(308) 249-4403			
	P.O. BOX 500					
	SIDNEY	**NE 69162**				
28448		1020 OLD POST ROAD		SIDNEY	NE	69162
23004	**CHAD WOLLAN**		**Business Phone**	**Home Phone**	**Fax**	
	WHITEHEAD OIL COMPANY		(402) 435-3509			
	P.O. BOX 30211					
	LINCOLN	**NE 68503**				
28428		18940 S. 68TH ST		HICKMAN	NE	68372
23005	**TOM WIESE**		**Business Phone**	**Home Phone**	**Fax**	
	SCRIBNER EXPRESS		(402) 720-2958			
	P.O. BOX 349					
	SCRIBNER	**NE 68057**				
28427		205 RAILROAD ST		SCRIBNER	NE	68057

Franchise Store Listing
(By State)

20015	**MARTY WILLIAMS**	**Business Phone**	**Home Phone**	**Fax**		
	TACO JOHNS OF NEBRASKA, INC.	(308) 641-7756				
	3650 N. 10TH STREET					
	GERING **NE** **69341**					
28458	102 W. 5TH ST		BRIDGEPORT		NE	69336

3011	**DE LONE WILSON**	**Business Phone**	**Home Phone**	**Fax**		
	CUBBY'S INC.	(402) 453-2468		(402) 453-4513		
	9229 MORMON BRIDGE PLZ, STE 6					
	OMAHA **NE** **68152-1959**					
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**	**Business Phone**	**Home Phone**	**Fax**		
	AAVIV, INC.	(775) 786-7191		(775) 786-6348		
	5321 DESERT PEACH DR.					
	SPARKS **NV** **89436**					
29156	645 BOOTH ST		RENO		NV	89509

20012	**KENNETH BETTY**	**Business Phone**	**Home Phone**	**Fax**		
	TA OPERATING LLC	(440) 808-9100		(440) 808-3301		
	24601 CENTER RIDGE RD, STE 200					
	WESTLAKE **OH** **44145-5639**					
15302	2351 N. CENTERVILLE RD		CENTERVILLE		IN	47330

20012	**KENNETH BETTY**	**Business Phone**	**Home Phone**	**Fax**		
	TA OPERATING LLC	(440) 808-9100		(440) 808-3301		
	24601 CENTER RIDGE RD, STE 200					
	WESTLAKE **OH** **44145-5639**					
17289	1800 E. SANTA FE STREET		GARDNER		KS	66030
17287	10303 LEAVENWORTH RD		KANSAS CITY		KS	66109
17290	15855 W. 87TH STREET		LENEXA		KS	66219

20012	**KENNETH BETTY**	**Business Phone**	**Home Phone**	**Fax**		
	TA OPERATING LLC	(440) 808-9100		(440) 808-3301		
	24601 CENTER RIDGE RD, STE 200					
	WESTLAKE **OH** **44145-5639**					
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		BENTON		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

Franchise Store Listing
(By State)

18329	1080 HARDING RD	FRANKLIN	KY	42134	
18362	100 APPIAN PATH	GEORGETOWN	KY	40324	
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	
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	**KENNETH BETTY**	**Business Phone**	**Home Phone**	**Fax**	
	TA OPERATING LLC	(440) 808-9100		(440) 808-3301	
	24601 CENTER RIDGE RD, STE 200				
	WESTLAKE **OH** **44145-5639**				
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	

16023	**BHUPENDRA PATEL**	**Business Phone**	**Home Phone**	**Fax**	
	RADHA FOOD & GAS INC.	(513) 490-9020			
	60 EAST PIKE STREET				
	FAYETTEVILLE **OH** **45118**				
36409	60 EAST PIKE STREET	FAYETTEVILLE	OH	45118	
36410	1279 STATE ROUTE 28	LOVELAND	OH	45140	

16029	**SANDEEP PATEL**	**Business Phone**	**Home Phone**	**Fax**	
	BATAVIA C-STORE, INC.	(513) 328-0509			
	1029 ASBURY ROAD				
	CINCINNATI **OH** **45255**				
36414	4118 CURLISS LANE	BATAVIA	OH	45103	

20012	**KENNETH BETTY**	**Business Phone**	**Home Phone**	**Fax**	
	TA OPERATING LLC	(440) 808-9100		(440) 808-3301	
	24601 CENTER RIDGE RD, STE 200				
	WESTLAKE **OH** **44145-5639**				
36411	10 E. SUNSET DR	RITTMAN	OH	44270	

20012	**KENNETH BETTY**	**Business Phone**	**Home Phone**	**Fax**	
	TA OPERATING LLC	(440) 808-9100		(440) 808-3301	
	24601 CENTER RIDGE RD, STE 200				
	WESTLAKE **OH** **44145-5639**				
43301	1230 PEACHERS MILL RD	CLARKSVILLE	TN	37042	
43305	2690 TRENTON RD	CLARKSVILLE	TN	37040-5801	

43315	1110 SOUTH JEFFERSON AVE	COOKEVILLE	TN	38506

20012	**KENNETH BETTY**	**Business Phone**	**Home Phone**	**Fax**
	TA OPERATING LLC	(440) 808-9100		(440) 808-3301
	24601 CENTER RIDGE RD, STE 200			
	WESTLAKE **OH** **44145-5639**			
50247	1006 GEELE AVENUE	SHEBOYGAN	WI	53083

12001	**JOE COTTON**	**Business Phone**	**Home Phone**	**Fax**
	LOVE'S TRAVEL STOPS & CNTRY STORES, INC.	(405) 751-9000		
	P.O. BOX 26210			
	OKLAHOMA CITY **OK** **73126**			
01246	1127 TYSON ROAD	HOPE HULL	AL	36043
01247	905 STEELE STATION ROAD	STEELE	AL	35987

12001	**JOE COTTON**	**Business Phone**	**Home Phone**	**Fax**
	LOVE'S TRAVEL STOPS & CNTRY STORES, INC.	(405) 751-9000		
	P.O. BOX 26210			
	OKLAHOMA CITY **OK** **73126**			
04138	3910 S. DIVISION ST	BLYTHEVILLE	AR	72315
04139	11801 E. I-40	NORTH LITTLE ROCK	AR	72117

12001	**JOE COTTON**	**Business Phone**	**Home Phone**	**Fax**
	LOVE'S TRAVEL STOPS & CNTRY STORES, INC.	(405) 751-9000		
	P.O. BOX 26210			
	OKLAHOMA CITY **OK** **73126**			
03231	5000 NORTH SUNLAND GIN ROAD	ELOY	AZ	85231
03232	2931 E. GILA RIDGE ROAD	YUMA	AZ	85365

12001	**JOE COTTON**	**Business Phone**	**Home Phone**	**Fax**
	LOVE'S TRAVEL STOPS & CNTRY STORES, INC.	(405) 751-9000		
	P.O. BOX 26210			
	OKLAHOMA CITY **OK** **73126**			
05472	2974 LENWOOD RD Truck Stop	BARSTOW	CA	92311

12001	**JOE COTTON**	**Business Phone**	**Home Phone**	**Fax**
	LOVE'S TRAVEL STOPS & CNTRY STORES, INC.	(405) 751-9000		
	P.O. BOX 26210			
	OKLAHOMA CITY **OK** **73126**			
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**	**Business Phone**	**Home Phone**	**Fax**
	LOVE'S TRAVEL STOPS & CNTRY STORES, INC.	(405) 751-9000		
	P.O. BOX 26210			
	OKLAHOMA CITY **OK** **73126**			
11251	2766 US HIGHWAY 17 SOUTH	BRUNSWICK	GA	31523
11252	1190 FRANK AMERSON PARKWAY	MACON	GA	31216

12001	**JOE COTTON**	**Business Phone**	**Home Phone**	**Fax**
	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

Franchise Store Listing
(By State)

12001	JOE COTTON		Business Phone	Home Phone	Fax		
	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		Business Phone	Home Phone	Fax		
	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		Business Phone	Home Phone	Fax		
	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		6138 LAKE-NORRIS ROAD		LAKE		MS	39092

12001	JOE COTTON		Business Phone	Home Phone	Fax		
	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
34345		1217 TROLLINGWOOD HAWFIELDS RD		MEBANE		NC	27302

12001	JOE COTTON		Business Phone	Home Phone	Fax		
	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		Business Phone	Home Phone	Fax		
	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
32165		257 HORIZON BLVD		MILAN		NM	87021
32159		1900 MOUNTAIN RD Truck Stop (Limited Menu)		TUCUMCARI		NM	88401

12001	JOE COTTON		Business Phone	Home Phone	Fax		
	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

Franchise Store Listing
(By State)

4020	**IVAN DICKEY**	**Business Phone**	**Home Phone**	**Fax**
	IVAN DICKEY, LLC	(580) 402-0440		
	2101 WEST OWEN K. GARRIOTT RD			
	ENID **OK** **73703**			
37284	2101 WEST OWEN K. GARRIOTT RD.		ENID	OK 73703

12001	**JOE COTTON**	**Business Phone**	**Home Phone**	**Fax**
	LOVE'S TRAVEL STOPS & CNTRY STORES, INC.	(405) 751-9000		
	P.O. BOX 26210			
	OKLAHOMA CITY **OK** **73126**			
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)		EUFAULA	OK 74432
37288	401 N. MAIN STREET		FAIRVIEW	OK 73737
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
37287	3233 SW 89TH STREET		OKLAHOMA CITY	OK 73159
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
37289	304 W. RUSSWORM DRIVE		WATONGA	OK 73772
37255	3033 HIGHWAY 412		WATTS	OK 74964
37258	3020 WILLIAMS AVENUE		WOODWARD	OK 73801
37263	2615 OKLAHOMA AVENUE		WOODWARD	OK 73801
37286	305 W. ROBERT S. KERR BLVD.		WYNNEWOOD	OK 73098
37279	1016 W. MAIN STREET		YUKON	OK 73099

22005	**SRUJAN VUSIRIKAPALLI**	**Business Phone**	**Home Phone**	**Fax**
	SARAYU INVESTMENTS LLC	(405) 706-5555		
	12501 VALLEY VIEW ROAD			
	SHAWNEE **OK** **74804**			
37254	12501 VALLEY VIEW ROAD		SHAWNEE	OK 74804

Franchise Store Listing
(By State)

12001	**JOE COTTON**		**Business Phone**	**Home Phone**	**Fax**		
	LOVE'S TRAVEL STOPS & CNTRY STORES, INC.		(405) 751-9000				
	P.O. BOX 26210						
	OKLAHOMA CITY	**OK 73126**					
43331		3070 LAKE RD		DYERSBURG		TN	38024
43330		1001 HIGHWAY 76		WHITE HOUSE		TN	37188

12001	**JOE COTTON**		**Business Phone**	**Home Phone**	**Fax**		
	LOVE'S TRAVEL STOPS & CNTRY STORES, INC.		(405) 751-9000				
	P.O. BOX 26210						
	OKLAHOMA CITY	**OK 73126**					
44864		105 SE INTERSTATE IH 45		ALMA		TX	75119
44823		6930 I-40 EAST Truck Stop (Limited Menu)		AMARILLO		TX	79118
44863		7495 SMITH ROAD		BEAUMONT		TX	77713
44857		6421 N. I-35		DENTON		TX	76207
44859		720 N. DUMAS		DUMAS		TX	79029
44858		219 S. BOYKIN DR		MEMPHIS		TX	79245
44852		5200 CHOLLA RD		MIDLAND		TX	79706
44856		3215 N. MAIN ST		PARIS		TX	75460
44849		1415 W 11TH STREET		QUANAH		TX	79252
44854		22406 US HIGHWAY 59 N		QUEEN CITY		TX	75572
44826		1600 LOOP 254 WEST Truck Stop (Limited Menu)		RANGER		TX	76470
44853		1188 S. OAK STREET		VAN		TX	75790
44873		2605 EAST BANKHEAD DRIVE		WEATHERFORD		TX	76086

4100	**KEN DENFELD**		**Business Phone**	**Home Phone**	**Fax**		
	PACIFIC PIZZA COMPANY		(503) 531-7200		(503) 531-0153		
	11280 NW EAST ROAD						
	PORTLAND	**OR 97229**					
28300	LAVISTA	7920 SO. 84TH ST		LAVISTA		NE	68128

3024	**PATRICK M. CAHILL**		**Business Phone**	**Home Phone**	**Fax**		
	K-HILL & SUN LLC		(971) 255-1321				
	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**		**Business Phone**	**Home Phone**	**Fax**		
	PACIFIC PIZZA COMPANY		(503) 531-7200		(503) 531-0153		
	11280 NW EAST ROAD						
	PORTLAND	**OR 97229**					
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**		**Business Phone**	**Home Phone**	**Fax**		
	DUNNE MANNING STORES, LLC		(610) 625-8005		(484) 626-0193		
	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

Franchise Store Listing
(By State)

2006	**CHRIS BARTH**	**Business Phone**	**Home Phone**	**Fax**	
	KNR FOODS	(843) 626-3300	(843) 651-5346	(843) 444-8204	
	608 SOUTH KINGS HWY				
	MYRTLE BEACH	**SC 29577**			
41212		608 SOUTH KINGS HWY	MYRTLE BEACH	SC	29577

1011	**STEVEN & LAURIE ANDERSON**	**Business Phone**	**Home Phone**	**Fax**	
	HANDI MART LLC	(605) 983-5771			
	100 N HWY 81				
	ARLINGTON	**SD 57212**			
42178		100 N. HWY 81	ARLINGTON	SD	57212
42181		102 HIGHWAY 14 EAST	DE SMET	SD	57231

2010	**R.F. BUCHE**	**Business Phone**	**Home Phone**	**Fax**	
	G.F. BUCHE CO.	(605) 384-4300			
	401 W. HWY 46				
	WAGNER	**SD 57380**			
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**	**Business Phone**	**Home Phone**	**Fax**	
	OCHO, INC.	(605) 725-3401		(605) 226-3401	
	P.O. BOX 1825				
	ABERDEEN	**SD 57402**			
42172		711 N. 2ND STREET	ABERDEEN	SD	57401

3202	**STEVE CLARK**	**Business Phone**	**Home Phone**	**Fax**	
	PLAINS PIZZA CORP.	(605) 366-2772			
	804 EAST 62ND ST.				
	SIOUX FALLS	**SD 57108**			
42143	HURON	195 21ST ST SOUTHWEST	HURON	SD	57350
42144	WATERTOWN	WATERTOWN MALL	WATERTOWN	SD	57201

4018	**CHRIS DVORAK**	**Business Phone**	**Home Phone**	**Fax**	
	DVORAK CONVENIENCE STORES, INC.	(605) 484-9934			
	P.O. BOX 200				
	BLACK HAWK	**SD 57718**			
42180		16098 HWY 14/16	NEW UNDERWOOD	SD	57761

4019	**JASON DVORAK**	**Business Phone**	**Home Phone**	**Fax**	
	BLACK HAWK OIL, INC.	(605) 391-2732			
	P.O. BOX 740				
	BLACK HAWK	**SD 57718**			
42179		7215 BLACK HAWK RD	BLACK HAWK	SD	57718

8017	**DIANA HOLDEN**	**Business Phone**	**Home Phone**	**Fax**	
	AGLAND COOP/AMPRIDE	(605) 928-7543			
	115 SOUTH FIRST STREET				
	PARKSTON	**SD 57366**			
42157		905 W. HWY 44	PARKSTON	SD	57366

13025	**SURINDER (SAM) MULTANI**	**Business Phone**	**Home Phone**	**Fax**	
	SURAJ GAS BAR & C STORE, LLC	(605) 350-2276			
	47018 SD HWY 46				
	BERESFORD	**SD 57004**			
42177		47018 SD HWY 46	BERESFORD	SD	57004

Franchise Store Listing
(By State)

16004	**GREGG PETERS**		**Business Phone**	**Home Phone**	**Fax**		
	JONES ENTERPRISES		(605) 624-2624		(605) 624-2743		
	812 COTTAGE AVENUE						
	VERMILLION	**SD 57069**					
42152		27600 South Dakota Hwy 19 PO Box 399 Truck Stop (		PARKER		SD	57053
42155		812 COTTAGE AVE		VERMILLION		SD	57069
22003	**MIKE VOIGT**		**Business Phone**	**Home Phone**	**Fax**		
	HIGHLAND TRAVEL PLAZA, LLC		(605) 995-5091				
	2160 HIGHLAND WAY						
	MITCHELL	**SD 57301**					
42160		2160 HIGHLAND WAY		MITCHELL		SD	57301
13018	**DONNA LEWIS**		**Business Phone**	**Home Phone**	**Fax**		
	MAVERICK, INC.		(731) 885-6444				
	623 PERKINS STREET						
	UNION CITY	**TN 38261**					
18366		101 HIGHLAND AVE		FULTON		KY	42041
8027	**RONNIE HOLLINGSWORTH**		**Business Phone**	**Home Phone**	**Fax**		
	HOLLINGSWORTH OIL CO., INC.		(615) 384-5852		(615) 384-5559		
	P.O.BOX 29						
	SPRINGFIELD	**TN 37172**					
43312		6029 NOLENSVILLE PIKE		NASHVILLE		TN	37211
13018	**DONNA LEWIS**		**Business Phone**	**Home Phone**	**Fax**		
	MAVERICK, INC.		(731) 885-6444				
	623 PERKINS STREET						
	UNION CITY	**TN 38261**					
43332		202 N. CEDAR ST		GLEASON		TN	38229
43342		609 ELM ST		MARTIN		TN	38237
43333		760 HWY 45 E		MEDINA		TN	38355
43307		1444 CHURCH ST		TIPTONVILLE		TN	38079
43343		1500 REELFOOT AVE		UNION CITY		TN	38261
16024	**GIRISH (GARY) PANCHAL**		**Business Phone**	**Home Phone**	**Fax**		
	MARSHA FOODS AND FUEL, INC.		(302) 562-6463				
	128 BEAVER CREEK DRIVE						
	PORTLAND	**TN 37148**					
43328		5500 HIGHWAY 31 WEST Limited Menu		PORTLAND		TN	37148
43339		905 N. BROADWAY		PORTLAND		TN	37148
16018	**DEEPAK PATEL**		**Business Phone**	**Home Phone**	**Fax**		
	GODFATHER'S PIZZA		(615) 851-1974				
	1721 HIGHWAY 41 SOUTH						
	GOODLETTSVILLE	**TN 37072**					
43319		1721 HIGHWAY 41 SOUTH		GOODLETTSVILLE		TN	37072
16015	**INDRAVADAN K. PATEL**		**Business Phone**	**Home Phone**	**Fax**		
	JEET HOSPITALITY, INC.		(615) 865-6650				
	3740 DICKERSON PIKE						
	NASHVILLE	**TN 37207**					
43314		3740 DICKERSON PIKE		NASHVILLE		TN	37207
16017	**MAHENDRABHAI PATEL**		**Business Phone**	**Home Phone**	**Fax**		
	GODFATHER'S PIZZA		(615) 851-8272				
	219 S. MAIN STREET						
	GOODLETTSVILLE	**TN 37072**					
43318		219 S. MAIN ST		GOODLETTSVILLE		TN	37072

Franchise Store Listing
(By State)

16031	**MAYANK (MAX) PATEL**		**Business Phone**	**Home Phone**	**Fax**		
	JMP MART, INC.		(404) 862-7191				
	5461 PEAVINE ROAD						
	CROSSVILLE	**TN**	**38558**				
43338		5461 PEA VINE RD		CROSSVILLE		TN	38558
19036	**ARIFA KESHWANI SURANI**		**Business Phone**	**Home Phone**	**Fax**		
	GRAB N GO LLC		(615) 323-9921				
	1104 S. BROADWAY ST						
	PORTLAND	**TN**	**37148**				
43329		1104 S. BROADWAY ST		PORTLAND		TN	37148
19028	**LAKHBIR SINGH**		**Business Phone**	**Home Phone**	**Fax**		
	BAINS PETROLEUM, LLC		(940) 497-5250				
	401 S. LAKE DALLAS DR.						
	LAKE DALLAS	**TX**	**75065**				
44846		401 S. LAKE DALLAS DR		LAKE DALLAS		TX	75065
3033	**JACK WHITNEY**		**Business Phone**	**Home Phone**	**Fax**		
	CAL'S CONVENIENCE, INC.		(972) 616-4899				
	5605 FM 423, SUITE 500						
	FRISCO	**TX**	**75034**				
44866		101 SOUTH STATE STREET		BRONTE		TX	76933
44867		100 S. 25 MILE AVE		HEREFORD		TX	79045
44868		100 EAST 6TH STREET		IRAAN		TX	79744
44869		1206 AVENUE E		OZONA		TX	76943
12350	**DONALD LEE**		**Business Phone**	**Home Phone**	**Fax**		
	GENESIS VISION II, LLC		(281) 219-6000				
	8650 N. SAM HOUSTON PKWY E., #						
	HUMBLE	**TX**	**77396**				
44837		8650 N. SAM HOUSTON PKWY E., #110		HUMBLE		TX	77396
18009	**MIKE RATKE**		**Business Phone**	**Home Phone**	**Fax**		
	GODFATHER'S PIZZA		(575) 760-9491				
	P.O. BOX 166						
	FARWELL	**TX**	**79325**				
44851		701 AVENUE A		FARWELL		TX	79325
20013	**DEBORAH TILLEY**		**Business Phone**	**Home Phone**	**Fax**		
	PHOENIX'S PIZZA, LLC		(801) 647-8171				
	2662 WEST 11275 SOUTH						
	SOUTH JORDAN	**UT**	**84095**				
45136		10949 S. REDWOOD RD, SUITE 200		SOUTH JORDAN		UT	84095
45137		4121 SOUTH 1785 WEST		TAYLORSVILLE		UT	84119
8560	**WILLIAM HOLTZMAN**		**Business Phone**	**Home Phone**	**Fax**		
	HOLTZMAN OIL CORP.		(540) 477-3131				
	P.O. BOX 777						
	MT. JACKSON	**VA**	**22842**				
47250	XPRESS STOP	9181 N. FREDERICK PIKE		CROSS JUNCTION		VA	22625
47248	NEW MARKET	100 LEE HIGHWAY RT 11 & US RT 211		NEW MARKET		VA	22844
47252	TIMBERVILLE	125 N. MAIN ST		TIMBERVILLE		VA	22853
8040	**STEVE HAASE**		**Business Phone**	**Home Phone**	**Fax**		
	CHS, INC./CENEX ZIP TRIP		(509) 536-7432				
	16124 MARIETTA LN						
	SPOKANE VALLEY	**WA**	**99216**				

24396	2605 WEST LINCOLN AVENUE	FERGUS FALLS	MN	56537

25001	**DANIEL YANEZ-GARCIA**	**Business Phone**	**Home Phone**	**Fax**
	Y-GARCIA LLC	(509) 662-5255		
	1014 N. WENATCHEE AVENUE			
	WENATCHEE WA 98801			
48409	15709 PACIFIC AVE., PAD 8	TACOMA	WA	98444
48402	1014 N. WENATCHEE AVE	WENATCHEE	WA	98801

11250	**TONY KAWAK**	**Business Phone**	**Home Phone**	**Fax**
	EAST & WEST, INC.	(715) 830-9362		
	2510 MONDOVI RD.			
	EAU CLAIRE WI 54701			
50228	2510 MONDOVI RD	EAU CLAIRE	WI	54701

11021	**JEFF & CEANNE KAISER**	**Business Phone**	**Home Phone**	**Fax**
	KIELER MALL, INC.	(608) 568-3413		
	2289 CTY TRUNK HWY H			
	KIELER WI 53812			
50238	2289 CTY TRUNK HWY H	KIELER	WI	53812

1013	**JOSEPH S. ARBAUGH**	**Business Phone**	**Home Phone**	**Fax**
	ARBAUGH GROCERY COMPANY, INC	(304) 736-5126		
	5600 STATE ROUTE 10			
	SALT ROCK WV 25559			
49178	5600 STATE ROUTE 10	SALT ROCK	WV	25559

12008	**GREG DARBY**	**Business Phone**	**Home Phone**	**Fax**
	LITTLE GENERAL STORE, INC.	(304) 253-9592		
	P.O. BOX 968			
	BECKLEY WV 25802			
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	GHENT	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

13029	**COI MOREHEAD**	**Business Phone**	**Home Phone**	**Fax**
	DLM INVESTMENTS LLC	(307) 660-6140		
	513 E. 2ND STREET			
	GILLETTE WY 82716			
51138	302 WEST LAKEWAY ROAD	GILLETTE	WY	82718

22006	**KEVIN VREELAND**	**Business Phone**	**Home Phone**	**Fax**
	VREELAND/MAZZA, LLC	(307) 634-5222		
	5719 YELLOWSTONE ROAD			
	CHEYENNE WY 82009			
51137	5719 YELLOWSTONE RD	CHEYENNE	WY	82009

Total Franchise Stores **544**

EXHIBIT E-2

STORES NOT OPENED AS OF JULY 31, 2018

None

EXHIBIT E-3

FORMER FRANCHISEES

Nicole Darland
NHD, LLC
716 NW Third Street
Eagle Grove, IA 50533
515-448.5381

Keith Lacy
Makinzah, Inc.
445 11th Street
Marion, IA 52302
319-363-2127

Mark W. Nelson
Dyno Oil Co., Inc.
216 East Milwaukee Street
Spencer, IA 51301
712-262-2921

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

Greg & Tami Olson
G & T Three LLC
P.O. Box423
Webster City, IA 50595
515-832-3625

Rohit Patel
Liberty Shell Mart
130 N. Wallace Wilkinson Blvd.
Liberty, KY 42539
606-787-2078

Kaushik (Casey) Patel
JIYA LLC dba Fast Break
101 Center Street
Lathrop, MO 64465
816-528-7492

Zarar (Bobby) Lodhi
Lion Petroleum, Inc.
4251 Lindell Blvd.
St. Louis, MO 63108
314-652-1113

Jim Kindig
Godfather's Pizza
P.O. Box 336
Kenesaw, NE 68956
402-752-3628

Sandra Frickey
Panhandle Cooperative Assoc.
401 S. Beltline Hwy W
Scottsbluff, NE 69363-2188
308-262-0827

Burnham Wallace
Colonial Pantry Holdings, LLC
1410 Commonwealth Dr., Ste 202
Wilmington, NC 28403
910-395-5300

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

Kenneth Betty
TA Operating LLC
24601 Center Ridge Road, Ste. 200
Westlake, OH 44145-5639
440-808-9100

Karim Boghani
Boghani Properties L.L.C.
708 Melford Ln.
Knoxville, TN 37934
931-456-2222

Jim Menees
J.L. Menees Foods, Inc.
609 Elm Street
Martin, TN 38237
731-587-5871

Bipinchandra Patel
KB Fuels Inc.
905 N. Broadway
Portland, TN 37148
615-323-9098

Raul & Maria Rivera
Godfather's Pizza
P.O. Box 586
Falfurrias, TX 78355
361-522-1547

Joe Karmout
JTT LLC
2902 Seawall Blvd.
Galveston, TX 77550
409-770-0049

Hannah Shepherd
Town & Country Food Stores, Inc.
Sunoco LP
3513 50th Street
Lubbock, TX 79413
806-472-4048

Ray Woolston
RM Retail
406 East 300 South, Ste. 267
Salt Lake City, UT 84111
801-967-1111

William B. Holtzman
Holtzman Oil Corp.
P.O. Box 777
Mt. Jackson, VA 22842
540-477-3131

Mary Dula
Little Dog Pizza, LLC
2816 Chambers Bay Drive
Steilacoom, WA 98388
253-581-2515

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

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 requires 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 Clifford, David Gartlan and Kathleen Johnson, Godfather's Pizza, Inc., 2808 North 108th Street, Omaha, Nebraska 68164, (402) 391-1452.

Issuance Date: August 2, 2018

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

I have received a disclosure document dated August 2, 2018 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 July 2, 2018
Exhibit E-2.	Stores Not Yet Open as of July 31, 2018
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)

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

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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.