



FRANCHISE DISCLOSURE DOCUMENT

Godfather's Pizza, Inc.
A Delaware Corporation
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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 \$459,500 to \$864,800 for a full service restaurant, \$119,900 to \$331,300 for a convenience store or other non-traditional location, \$265,000 to \$562,300 for a delivery/carryout location and \$159,000 to \$557,800 to purchase an existing company-operated location. This includes from \$3,800 to \$33,900 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, \$3,800-\$23,900 that must be paid to the franchisor for a delivery/carryout location and \$800 to \$30,900 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, delivery/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: July 31, 2020

How to Use This Franchise Disclosure Document

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

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibits E-1 and E-3.
How much will I need to invest?	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
Does the franchisor have the financial ability to provide support to my business?	Item 21 or Exhibit C includes financial statements. Review these statements carefully.
Is the franchise system stable, growing, or shrinking?	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
Will my business be the only Godfather's Pizza business in my area?	Item 12 and the "territory" provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
Does the franchisor have a troubled legal history?	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
What's it like to be a Godfather's Pizza franchisee?	Item 20 or Exhibits E-1 and E-3 list current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

What You Need To Know About Franchising *Generally*

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

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

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

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

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

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

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

Some States Require Registration

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

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

Special Risks to Consider About *This* Franchise

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

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

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

TABLE OF CONTENTS

<u>ITEM</u>	<u>HEADING</u>	<u>PAGE</u>
ITEM 1.	THE FRANCHISOR, AND ANY PARENTS, PREDECESSORS, AND AFFILIATES:	1
ITEM 2.	BUSINESS EXPERIENCE:	2
ITEM 3.	LITIGATION:.....	3
ITEM 4.	BANKRUPTCY:	3
ITEM 5.	INITIAL FEES:	3
ITEM 6.	OTHER FEES:.....	5
ITEM 7.	ESTIMATED INITIAL INVESTMENT:.....	9
ITEM 8.	RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES:.....	16
ITEM 9.	FRANCHISEE'S OBLIGATIONS:	18
ITEM 10.	FINANCING:	19
ITEM 11.	FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS, AND TRAINING:	19
ITEM 12.	TERRITORY:.....	25
ITEM 13.	TRADEMARKS:.....	27
ITEM 14.	PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION:.....	28
ITEM 15.	OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS:.....	29
ITEM 16.	RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL:	29
ITEM 17.	RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION:	30
ITEM 18.	PUBLIC FIGURES:.....	36
ITEM 19.	FINANCIAL PERFORMANCE REPRESENTATIONS:	36
ITEM 20.	OUTLETS AND FRANCHISEE INFORMATION:	36
ITEM 21.	FINANCIAL STATEMENTS:.....	49
ITEM 22.	CONTRACTS:.....	50
ITEM 23.	RECEIPTS:	50

Exhibits

Exhibit A	State Agencies/Agents For Service Of Process
Exhibit B-1	Franchise Agreement
Exhibit B-2	Agreement for Area Development
Exhibit C	Financial Statements
Exhibit D	Operations Manual Table Of Contents
Exhibit E-1	Franchisees as of June 25, 2020
Exhibit E-2	Stores Not Yet Open as of July 31, 2020
Exhibit E-3	Former Franchisees
Exhibit F	Receipts

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 seven international subfranchised locations in Russia as of the issuance date of this disclosure document.

GPBCM 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 May 31, 2020 the Godfather's Pizza To Go program operated in 520 locations. GPBCM also has a program by which it sells Godfather's Pizza sauce to retail outlets and customers on the Amazon and Walmart websites, and is currently selling 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 five 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; Big Vinny's Take & Bake Pizza, a take and bake pizza concept; and QP, a frozen pizza product which was distributed to convenience stores and other non-traditional operations. 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. 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 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 Systems, Process and Special Projects: Johnnie M. Travis

Mr. Travis became GPI's Vice President of Systems, Process and Special Projects in July 2020. He became 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.

Vice President of Operations: Bruce Just

Mr. Just became GPI's Vice President of Operations in August 2019 and is responsible for company store operations and operations for traditional franchised locations. He became GPI's Senior Director of Operations in February 2019. He became GPI's Senior Director of Franchise Services and Training in February 2018, and he became GPI's Director of Franchise Services in May 2016. Mr. Just became Director of Franchise Operations in August 2014.

Director of Franchise Services, Non-Traditional: Becky Blaufuss

Ms. Blaufuss became GPI's Director of Franchise Services, Non-Traditional in June 2020 and is responsible for operations for non-traditional franchise locations. She became GPI's Senior Franchise Business Consultant, Non-Traditional in February 2019. She became a GPI Franchise Business Consultant in January 2017, and she became GPI's Licensed Product Manager in June 2015.

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 franchised Godfather's Pizza locations within a designated development area for a time period specified in the Area Agreement. Under the terms of the Area Agreement GPI may grant rights to others within the development area for the retail sale of products and/or the sale of licensed products, such as the licensed products described in Item 1 of this disclosure document, at locations other than Godfather's Pizza franchised

traditional full service and carryout/delivery or non-traditional store locations. 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 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 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 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 \$0 to \$10,000 for traditional sit-down locations, \$0 for one delivery/carryout location, from \$3,000 to \$7,500 for non-traditional locations and from \$2,000-\$3,000 for franchisees who purchased existing units from GPI or another franchisee. 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 default letter, for failure to pay continuing fees or for any other default under the Franchise Agreement, 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 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 its 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 \$750 training fee for each trainee for traditional locations (including delivery/carryout locations) and \$500 for each trainee for non-traditional locations. You must pay the training fees before your trainees begin training, and these training fees are uniform and non-refundable. Your trainees will remain your employees during the training program. You must pay for all of your trainees' worker compensation insurance, travel, meal and lodging expenses. See Item 11 for more information on training.

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

ITEM 6. OTHER FEES:

<u>Type of fee</u>	<u>Amount</u>	<u>Due Date</u>	<u>Remarks¹</u>
Continuing Fees	Royalties of greater of 3% of net sales or \$175 for each week and service compensation of greater of 3% of net sales or \$175 for each week for a traditional location; royalties of greater of 3% of net sales or \$75 for each week and service compensation of greater of 3% of net sales or \$75 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.

<u>Type of fee</u>	<u>Amount</u>	<u>Due Date</u>	<u>Remarks¹</u>
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 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
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	\$750 per person for traditional locations and \$500 per person for non-traditional locations	Before trainees begin training	Footnote 11
Transfer Fee	\$3,000 for non-traditional locations and \$5,000 for traditional locations, including delivery/carryout locations	Before transfer completed	Footnote 12

<u>Type of fee</u>	<u>Amount</u>	<u>Due Date</u>	<u>Remarks¹</u>
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 13

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 or other defaults 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 \$750 for each individual you send to training for a traditional location, and \$500 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. The transfer fee is payable to GPI by the new or current franchisee before the completion of a transfer of a franchise approved by GPI under the terms provided for in the Franchise Agreement.
13. 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 \$50,000 (6)	Monthly	Monthly	Landlord
Leasehold Improvements	\$175,000-\$350,000	Terms set by Vendors	As incurred	Contractors
Insurance	\$9,000-\$23,000	Terms set by Vendors	As purchased	Vendors
Misc. Opening Costs	\$12,500 (7)	Lump Sum	As purchased	Vendors
Signs	\$4,500-\$12,500	Lump Sum	As purchased	Vendors
Initial Training	\$4,500-\$7,800 (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	\$459,500-\$864,800 (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 \$750 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 47 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	\$5,000-\$10,000	Terms Set by Vendors	As purchased	Vendors
Misc. Opening Costs	\$12,500 (9)	Lump Sum	As purchased	Vendors
Signs	\$3,000-\$10,000 (10)	Lump Sum	As purchased	Vendors
Initial Training	\$3,400-\$5,800 (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	\$119,900-\$331,300 (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 \$500 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 47 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-\$20,000 (6)	Monthly	Monthly	Landlord
Leasehold Improvements	\$50,000-\$150,000	Terms Set by Vendors	As incurred	Contractors
Insurance	\$5,000-\$15,000	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	\$4,500-\$7,800 (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	\$265,000-\$562,300 (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 \$750 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 47 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)	\$7,000-\$50,000 (5)	Monthly	Monthly	Landlord
Leasehold Improvements	Included with Equipment (6)	Terms Set by GPI	Monthly	GPI
Insurance	\$10,000-\$23,000	Terms Set by Vendors	As purchased	Vendors
Misc. Opening Costs	\$12,500 (7)	Lump Sum	As purchased	Vendors
Signs	\$0-\$12,500 (8)	Lump Sum	As purchased	Vendors
Initial Training	\$4,500-7,800 (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	\$159,000-\$557,800 (11)			

1) GPI normally charges an initial franchise fee, within the range described above, when you buy an existing company-operated location from GPI. If GPI charges an initial franchise fee, it will be collected after GPI performs its pre-opening services and the location opens. GPI may reduce the initial franchise fee to encourage you to develop multiple locations. See Item 5 of this disclosure document.

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

- 3) Advertising expenditures will vary, depending mainly upon the type of media used, advertising frequency, and size of the city in which the unit is located.
- 4) This figure is based on GPI's estimate of the cost of leasehold improvements and equipment if you purchase a company-operated location.
- 5) Rent will vary depending on the size and location of the unit. The range of rental amounts described is for three months.
- 6) As described in Item 10 of this disclosure document, GPI does not provide financing.
- 7) Includes security deposits, utility costs, and incorporation fees.
- 8) The cost of the sign is normally included in the cost of equipment and leasehold improvements described above. This price range is provided if the sign needs to be replaced.
- 9) You will incur approximately \$100-\$200 per day in expenses for food and lodging for each person who attends the initial training session described in Item 11 of this disclosure document. You will also be responsible for travel expenses that will vary depending on type of transportation and length of travel. As described in Items 5 and 6 of this disclosure document, GPI reserves the right, in its sole discretion, to charge you a training fee of \$750 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 47 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 31, 2020, GPI's total revenues were \$16,552,000 and GPI's total revenues from the purchases of the marketing materials were \$34,431. 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 25% of purchases for certain ancillary items and services. GPI uses this amount to help fund the cost of advertising and marketing materials developed for use by the system, provide support for the development of advertising and marketing materials, and to pay a portion of the cost of system wide or regional meetings.

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

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

ITEM 9. FRANCHISEE'S OBLIGATIONS:

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

FRANCHISEE'S OBLIGATIONS

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

OBLIGATION	SECTION IN FRANCHISE AGREEMENT	ITEM # IN DISCLOSURE DOCUMENT	SECTION IN AREA AGREEMENT
m. Maintenance, appearance and remodeling requirements	Section 9A	Item 7	No obligation imposed
n. Insurance	Section 9G	Item 7	No obligation imposed
o. Advertising	Section 10	Item 7	Section 4
p. Indemnification	Section 5	Item 13	No obligation imposed
q. Owner's participation/management/staffing	Sections 1C and 9F	Item 15	No obligation imposed
r. Records and reports	Section 11	Item 6	Section 7
s. Inspections and audits	Section 12	Item 6	Section 7
t. Transfer	Section 13	Item 17	Section 5
u. Renewal	Section 14	Item 17	Section 6
v. Post-termination obligations	Section 16	Item 17	Section 6
w. Non-competition covenants	Sections 8 and 16E	Item 17	Section 6
x. Dispute resolution	No obligation imposed	No obligation imposed	No obligation imposed
y. Personal Guaranty	Section 17I	Items 1, 17	Section 9

ITEM 10. FINANCING:

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

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

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

Before you open your business, GPI will:

1. Provide you with written specifications for all equipment, fixtures, and supplies necessary for the operation of a Godfather's Pizza restaurant. GPI does not sell these items to

you except marketing materials, but provides you with the names of approved suppliers. (Franchise Agreement, Sections 2, 3B and 3C). See Item 8 of this disclosure document.

2. Though not required by the Franchise Agreement, GPI may assist you in selecting and obtaining a site and provide you information that GPI has about floor plans, building codes, utilities and other services. In evaluating a site, GPI considers population of the area, traffic count, accessibility, availability of utilities, zoning, costs, competition, availability of labor, economic conditions of the area, family income average, and proximity to major shopping and other commercial areas. Regardless of whether GPI assists you in selecting a site, GPI must approve your site before GPI will issue a Franchise Agreement to you. (Area Agreement, Section 2b; Franchise Agreement, Section 2). There is no time limit for GPI to approve your site. GPI will not permit you to operate a Godfather's Pizza location at a site GPI has not approved. As described in more detail in Item 5 of this disclosure document, you must pay GPI a deposit of \$3,000 when you submit a site for approval. This deposit will either be refunded to you, applied to your initial franchise fee for the location or retained by GPI, depending on whether the site is approved and when you open the location.

3. Though not required by the Franchise Agreement, GPI may provide you with information GPI has regarding financing.

4. Assist you in implementing the procedures for operating a Godfather's Pizza location. (Franchise Agreement, Section 3B).

5. Not more than 60 days before you open your Godfather's Pizza location, GPI will provide one of the following training programs, depending on the type of location you will operate. These training programs are not held on a fixed schedule, but are scheduled at times that take into consideration the opening dates of new locations. 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. 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.

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
15 Day Full Service Restaurant Operations, Owner/Operator Functions	Approximately 45 hours	Approximately 99 hours	Omaha, Nebraska

The online component of the training program covers subjects that include trainee orientation/introduction, product preparation, standard operating procedures, customer service, management

training, equipment maintenance and safety. These subjects are then covered in more detail in the classroom and on-site training.

GPI's trainers for full service and quick service restaurant operations have from 5 to 33 years of operations experience, including from less than 1 to 24 years with Godfather's Pizza and from 3 to 15 years of training experience, including from less than 1 to 10 years with Godfather's Pizza.

GPI may, in its sole discretion, charge you a training fee of \$750 for each individual you send to training for a traditional location, including a delivery/carryout location, and \$500 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.

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 443 pages including the front cover; the Quick Service Restaurant Operations Manual has 320 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 \$800-\$900 per location for full service and delivery/carryout 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, mobile app 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 for full service or delivery/carryout locations and three percent (3%) for convenience store or other non-traditional locations 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 (5%) of your sales for full service or delivery/carryout locations and three percent (3%) of your sales for convenience store or other non-traditional locations 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 requires that full service and delivery/carryout locations have a point-of-sale system approved by GPI. We estimate the cost of a new point-of-sale system to be \$17,000-\$20,000. GPI requires convenience store or other non-traditional locations to have a point-of-sale system that will identify all Godfather's Pizza products and pricing sold and can provide net sales reports in a form and content specified by GPI. GPI does not require you to use a specified computer system, but you must use a computer and may need a tablet 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. We estimate you can purchase an android tablet for use in the operation of your business for approximately \$250.

GPI requires convenience store and other non-traditional locations to have a product labeling system. GPI recommends using its specified vendor, but does not require use of that vendor. GPI reserves the right to specify the vendor in the future. We estimate the cost of a new product labeling system to be \$1,300.

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, online ordering site or mobile app, 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. All new franchised locations will be required to have online ordering prior to opening with a vendor approved by GPI.

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 and locations that are licensed to sell Godfather's Pizza To Go products or Godfather's Pizza retail products 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 franchised locations

within a designated development area during the term specified in the Area Agreement. GPI may grant rights to others within the development area, at locations other than Godfather's Pizza franchised traditional full service or delivery/carryout or non-traditional store locations, for the retail sale of products, such as the retail products described in Item 1 of this disclosure document, and/or the sale of licensed products, including but not limited to the Godfather's Pizza To Go program described in Item 1.

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.

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. You cannot use GPI's registered trademarks in the name of your business entity or in any online domain name.

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 for additional terms of 5 years each.
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 current 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 for first renewal term or renewal fees specified in the most recent form of Franchise Agreement you have signed for additional renewal terms; 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 a \$5,000 transfer fee for a traditional location and a \$3,000 transfer fee for a non-traditional location; (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.
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

	PROVISION	SECTION IN AREA AGREEMENT	SUMMARY
f.	Termination by GPI with cause	Paragraph 6b	GPI can terminate only if you default.
g.	“Cause” defined-curable defaults	Paragraph 6b	You have 30 days to cure defaults.
h.	“Cause” defined-non-curable defaults	Paragraphs 6a and 6b	All defaults can be cured except failure to complete development or defaults under the Franchise Agreement which cannot be cured and are defaults under the Area Agreement.
i.	Your obligations on termination/non-renewal	Paragraph 6d	You can operate restaurants in development area, but GPI can permit other development.
j.	Assignment of contract by GPI	Paragraph 5a	GPI can assign to anyone who assumes GPI’s obligations under Agreement.
k.	“Transfer” by you-definition	Paragraph 5b	Includes transfer of assets or contract or ownership change.
l.	GPI’s approval of transfer by you	Paragraph 5b	GPI has right to approve all transfers but may not unreasonably withhold approval.
m.	Conditions for GPI approval of transfer	None, but see policy described in Note 1	N/A
n.	GPI’s right of first refusal to acquire your business	Paragraph 5b(3)	GPI can match any offer for your business.
o.	GPI’s option to purchase your business	None	N/A
p.	Your death or 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

	PROVISION	SECTION IN AREA AGREEMENT	SUMMARY
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	Paragraph 1h	The state and federal courts of Douglas County Nebraska are the exclusive venues for actions brought regarding the Area Agreement.
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 2018 TO 2020**

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

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2018	501	536	35
	2019	536	558	22
	2020	558	576	18

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Company-Owned	2018	13	12	-1
	2019	12	11	-1
	2020	11	10	-1
Total Outlets	2018	514	548	34
	2019	548	569	21
	2020	569	586	17

TABLE NO. 2
TRANSFERS OF OUTLETS FROM FRANCHISEES TO
NEW OWNERS (OTHER THAN FRANCHISOR OR AN AFFILIATE)
FOR YEARS 2018 TO 2020

State	Year	Number of Transfers
California	2018	0
	2019	0
	2020	0
Florida	2018	0
	2019	1
	2020	0
Illinois	2018	1
	2019	0
	2020	0
Indiana	2018	0
	2019	2
	2020	1
Iowa	2018	0
	2019	1
	2020	3

State	Year	Number of Transfers
Kansas	2018	0
	2019	3
	2020	0
Kentucky	2018	0
	2019	36
	2020	0
Minnesota	2018	0
	2019	0
	2020	2
Missouri	2018	0
	2019	12
	2020	1
Nebraska	2018	1
	2019	1
	2020	0
North Carolina	2018	0
	2019	1
	2020	0
Ohio	2018	0
	2019	1
	2020	0
Oklahoma	2018	0
	2019	0
	2020	0

State	Year	Number of Transfers
South Dakota	2018	0
	2019	0
	2020	0
Tennessee	2018	4
	2019	4
	2020	2
Texas	2018	4
	2019	0
	2020	0
Utah	2018	1
	2019	0
	2020	0
Washington	2018	1
	2019	0
	2020	0
Wisconsin	2018	0
	2019	1
	2020	0
Wyoming	2018	0
	2019	0
	2020	0
West Virginia	2018	0
	2019	0
	2020	0

State	Year	Number of Transfers
Total	2018	12
	2019	63
	2020	9

TABLE NO. 3

STATUS OF FRANCHISED OUTLETS FOR YEARS 2018 TO 2020

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	2018	6	2	0	0	0	0	8
	2019	8	1	1	0	0	0	8
	2020	8	2	0	0	0	0	10
Alaska	2018	1	0	0	0	0	0	1
	2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	0	1
Arkansas	2018	3	0	0	0	0	0	3
	2019	3	1	0	0	0	0	4
	2020	4	2	0	0	0	0	6
Arizona	2018	0	1	0	0	0	0	1
	2019	1	2	0	0	0	0	3
	2020	3	0	0	0	0	0	3
California	2018	3	0	0	0	0	0	3
	2019	3	1	0	0	0	0	4
	2020	4	2	0	0	0	0	6

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non- Renewals	Reacquired by Franchisor	Ceased Operations- Other Reasons	Outlets at End of Year
Colorado	2018	8	1	0	0	0	0	9
	2019	9	1	1	0	0	0	9
	2020	9	2	0	0	0	0	11
Florida	2018	3	0	2	0	0	0	1
	2019	1	0	0	0	0	0	1
	2020	1	1	0	0	0	0	2
Georgia	2018	5	1	0	0	0	0	6
	2019	6	1	1	0	0	0	6
	2020	6	1	0	0	0	0	7
Idaho	2018	0	0	0	0	0	0	0
	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
Illinois	2018	33	2	0	0	0	0	35
	2019	35	5	2	0	0	0	38
	2020	38	2	0	0	0	0	40
Indiana	2018	20	7	0	0	0	0	27
	2019	27	1	0	0	0	0	28
	2020	28	2	0	0	0	0	30
Iowa	2018	96	4	4	0	0	0	96
	2019	96	3	6	0	0	0	93
	2020	93	0	5	0	0	0	88

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non- Renewals	Reacquired by Franchisor	Ceased Operations- Other Reasons	Outlets at End of Year
Kansas	2018	14	1	0	0	0	0	15
	2019	15	2	0	0	0	0	17
	2020	17	2	0	0	0	0	19
Kentucky	2018	57	4	2	0	0	0	59
	2019	59	1	2	0	0	0	58
	2020	58	0	0	0	0	0	58
Louisiana	2018	0	1	0	0	0	0	1
	2019	1	0	1	0	0	0	0
	2020	0	0	0	0	0	0	0
Massachusetts	2018	0	0	0	0	0	0	0
	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
Michigan	2018	1	4	0	0	0	0	5
	2019	5	0	0	0	0	0	5
	2020	5	0	0	0	0	0	5
Minnesota	2018	21	1	1	0	0	0	21
	2019	21	2	1	0	0	0	22
	2020	22	1	2	0	0	0	21
Mississippi	2018	2	1	0	0	0	0	3
	2019	3	1	0	0	0	0	4
	2020	4	1	0	0	0	0	5

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non- Renewals	Reacquired by Franchisor	Ceased Operations- Other Reasons	Outlets at End of Year
Missouri	2018	31	5	2	0	0	0	34
	2019	34	2	1	0	0	0	35
	2020	35	3	2	0	0	0	36
Montana	2018	3	0	0	0	0	0	3
	2019	3	0	0	0	0	0	3
	2020	3	0	0	0	0	0	3
Nebraska	2018	41	1	1	0	0	0	41
	2019	41	5	2	0	0	0	44
	2020	44	3	1	0	0	0	46
Nevada	2018	2	0	0	0	0	0	2
	2019	2	0	0	0	0	0	2
	2020	2	0	0	0	0	0	2
New Hampshire	2018	0	0	0	0	0	0	0
	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
New Jersey	2018	0	0	0	0	0	0	0
	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
New Mexico	2018	5	0	0	0	0	0	5
	2019	5	1	1	0	0	0	5
	2020	5	0	1	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
New York	2018	0	0	0	0	0	0	0
	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
North Carolina	2018	3	1	0	0	0	0	4
	2019	4	0	0	0	0	0	4
	2020	4	0	0	0	0	0	4
North Dakota	2018	5	1	0	0	0	0	6
	2019	6	0	0	0	0	0	6
	2020	6	2	1	0	0	0	7
Ohio	2018	7	1	0	0	0	0	8
	2019	8	2	0	0	0	0	10
	2020	10	3	2	0	0	0	11
Oklahoma	2018	37	4	0	0	0	0	41
	2019	41	4	0	0	0	0	45
	2020	45	1	1	0	0	0	45
Oregon	2018	6	0	0	0	0	0	6
	2019	6	0	0	0	0	0	6
	2020	6	0	0	0	0	0	6
Pennsylvania	2018	0	0	0	0	0	0	0
	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non- Renewals	Reacquired by Franchisor	Ceased Operations- Other Reasons	Outlets at End of Year
Rhode Island	2018	0	0	0	0	0	0	0
	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
South Carolina	2018	1	0	0	0	0	0	1
	2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	0	1
South Dakota	2018	17	0	0	0	0	0	17
	2019	17	1	0	0	0	0	18
	2020	18	0	0	0	0	0	18
Tennessee	2018	23	3	0	0	0	0	26
	2019	26	2	1	0	0	0	27
	2020	27	1	0	0	0	0	28
Texas	2018	18	3	2	0	0	0	19
	2019	19	5	0	0	0	0	24
	2020	24	3	1	0	0	0	26
Utah	2018	2	0	0	0	0	0	2
	2019	2	0	1	0	0	0	1
	2020	1	0	0	0	0	0	1
Virginia	2018	4	0	1	0	0	0	3
	2019	3	0	0	0	0	0	3
	2020	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
Washington	2018	3	0	0	0	0	0	3
	2019	3	0	1	0	0	0	2
	2020	2	1	0	0	0	0	3
West Virginia	2018	16	0	0	0	0	0	16
	2019	16	0	0	0	0	0	16
	2020	16	0	0	0	0	0	16
Wisconsin	2018	3	1	1	0	0	0	3
	2019	3	0	0	0	0	0	3
	2020	3	0	1	0	0	0	2
Wyoming	2018	1	1	0	0	0	0	2
	2019	2	0	0	0	0	0	2
	2020	2	0	0	0	0	0	2
Totals	2018	501	51	16	0	0	0	536
	2019	536	44	22	0	0	0	558
	2020	558	35	17	0	0	0	576

TABLE NO. 4
STATUS OF COMPANY-OWNED OUTLETS
FOR YEARS 2018 TO 2020

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	2018	0	0	0	0	0	0
	2019	0	0	0	0	0	0
	2020	0	0	0	0	0	0

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of Year
Iowa	2018	2	0	0	0	0	2
	2019	2	0	0	0	0	2
	2020	2	0	0	0	0	2
Kansas	2018	3	0	0	1	0	2
	2019	2	0	0	0	0	2
	2020	2	0	0	0	0	2
Minnesota	2018	1	0	0	0	0	1
	2019	1	0	0	0	0	1
	2020	1	0	0	0	0	1
Missouri	2018	0	0	0	0	0	0
	2019	0	0	0	0	0	0
	2020	0	0	0	0	0	0
Nebraska	2018	6	0	0	0	0	6
	2019	6	0	0	0	1	5
	2020	5	0	0	1	0	4
South Dakota	2018	1	0	0	0	0	1
	2019	1	0	0	0	0	1
	2020	1	0	0	0	0	1
Totals	2018	13	0	0	1	0	12
	2019	12	0	0	0	1	11
	2020	11	0	0	1	0	10

TABLE NO. 5
PROJECTED OPENINGS AS OF JUNE 1, 2020

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
Alabama	0	1	0
Arizona	0	1	0
Arkansas	0	1	0
California	0	1	0
Colorado	0	4	0
Florida	0	1	0
Georgia	0	3	0
Illinois	0	4	0
Indiana	0	3	0
Iowa	0	5	0
Kansas	0	1	0
Kentucky	0	3	0
Louisiana	0	1	0
Minnesota	0	1	0
Mississippi	0	1	0
Missouri	0	2	0
Montana	0	1	0
Nebraska	0	1	0
North Carolina	0	3	0
Oklahoma	0	1	0
South Dakota	0	1	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
Tennessee	0	2	0
Texas	0	1	0
Utah	0	3	0
Washington	0	1	0
Wyoming	0	1	0
TOTAL	0	48	0

Exhibit “E-1” lists the names of all of our operating franchisees and the addresses of their locations and their telephone numbers as of June 25, 2020. Exhibit “E-2” lists the franchisees who have signed Franchise Agreements for locations which were not yet operational as of July 31, 2020. 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 31, 2020 and May 26, 2019. Statements of Operations, Shareholders' Equity and Cash Flows for the fiscal year ended May 31, 2020 and the fiscal year ended May 26, 2019.

2. Consolidated Balance Sheets as of May 26, 2019 and May 27, 2018. Statements of Operations, Shareholders' Equity and Cash Flows for the fiscal year ended May 26, 2019 and the fiscal year ended May 27, 2018.

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 Sections 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

Los Angeles
300 South Spring Street, Suite 15513
Los Angeles, California 90013-1259
(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 Diego
7575 Metropolitan Drive, Suite 108
San Diego, California 92108-4421
(866) 275-2677

San Francisco
One Sansome Street, Suite 600
San Francisco, California 94104-4428
(866) 275-2677

Commissioner of Business Oversight
Manuel P. Alvarez
<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
<https://fdacs.gov/Divisions-Offices/Consumer-Services>

Hawaii

Department of Commerce and Consumer Affairs
Business Registration Division
Commissioner of Securities
335 Merchant Street, Room 205
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) 782-4465

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

Indiana

Connor Skelly
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
601 Locust Street, 4th Floor
Des Moines, Iowa 50309
(515) 281-5705
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) 576-6360
<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) 335-7567
<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

Office of the New York State Attorney General
Bureau of Investor Protection and Securities
Franchise Section
28 Liberty Street
New York, NY 10005
(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
(800) 297-5124
<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
<https://dbr.ri.gov/divisions/securities/franchising.php>

South Dakota

Franchise Administrator
Division of Insurance
Securities Regulation
124 S. Euclid Avenue, Second Floor
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) 475-0775
<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
Tyler Building, 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

<u>ALASKA</u> Corporation Service Company 9360 Glacier Highway, Suite 202 Juneau, AK 99801	<u>ALABAMA</u> Corporation Service Company 300 Spring Building, Suite 900 Montgomery, AL 36104
<u>ARKANSAS</u> Corporation Service Company 300 Spring Building, Suite 900 300 S. Spring Street Little Rock, AR 72201	<u>ARIZONA</u> Corporation Service Company 8825 N 23 rd Avenue, Suite 100 Phoenix, AZ 85021
<u>CALIFORNIA</u> Department of Business Oversight 320 West 4 th Street, Suite 750 Los Angeles, CA 90013-2344 CSC-Lawyers Incorporating Service 2710 Gateway Oaks Drive Suite 150N Sacramento, CA 95833-3505	<u>COLORADO</u> Corporation Service Company 1900 W. Littleton Boulevard Littleton, CO 80120
<u>CONNECTICUT</u> Corporation Service Company 100 Pearl Street, 17 th Floor Hartford, CT 06103	<u>DISTRICT OF COLUMBIA</u> Corporation Service Company 1090 Vermont Ave., N.W. Washington, DC 20005
<u>DELAWARE</u> Corporation Service Company 251 Little Falls Drive Wilmington, DE 19808	<u>FLORIDA</u> Corporation Service Company 1201 Hays Street Tallahassee, FL 32301
<u>GEORGIA</u> Corporation Service Company 40 Technology Pkwy South, #300 Norcross, GA 30092	<u>HAWAII</u> Commissioner of Securities 335 Merchant Street Room 203 Honolulu, HI 96813
<u>IDAHO</u> Corporation Service Company 12550 West Explorer Drive, Suite 100 Boise, ID 83713	<u>ILLINOIS</u> Illinois Attorney General's Office 500 South Second Street Springfield, IL 62706 Illinois Corporation Services Company 801 Adlai Stevenson Drive Springfield, IL 62703
<u>INDIANA</u> Indiana Secretary of State 201 State House Indianapolis, IN 46204	
	<u>IOWA</u> Corporation Service Company 505 5th Avenue, Suite 729 Des Moines, IA 50309

<u>KANSAS</u> Corporation Service Company 2900 SW Wanamaker Drive Suite 204 Topeka, KS 66614	<u>KENTUCKY</u> Corporation Service Company 421 West Main Street Frankfort, KY 40601
<u>LOUISIANA</u> Corporation Service Company 501 Louisiana Avenue Baton Rouge, LA 70802	<u>MAINE</u> Severin M. Beliveau, Clerk c/o Corporation Service Company 45 Memorial Circle Augusta, ME 04330
<u>MARYLAND</u> Maryland Securities Commissioner 200 St. Paul Place Baltimore, MD 21202-2020	<u>MASSACHUSETTS</u> Corporation Service Company 84 State Street Boston, MA 02109
<u>MICHIGAN</u> Consumer Protection Division Franchise Section 525 West Ottawa Street Williams Building, 1st Floor Lansing, MI 48933 CSC-Lawyers Incorporating Service Co. 601 Abbot Road East Lansing, MI 48823	<u>MINNESOTA</u> Minnesota Commissioner of Corporations 380 Jackson Street Suite 418 St. Paul, MN 55101
<u>MISSISSIPPI</u> Corporation Service Company 7716 Old Canton Road, Suite C Madison, MS 39110	<u>MISSOURI</u> CSC-Lawyers Incorporating Service Co. 221 Bolivar Street Jefferson City, MO 65101
<u>MONTANA</u> Corporation Service Company 26 West Sixth Avenue P.O. Box 1691 Helena, MT 59624-1691	<u>NEBRASKA</u> CSC-Lawyers Incorporating Service Co. 233 South 13th Street, Suite 1900 Lincoln, NE 68508
<u>NEVADA</u> Corporation Service Company 112 North Curry Street Carson City, NV 89703	<u>NEW HAMPSHIRE</u> Corporation Service Company 10 Ferry Street Suite 313 Concord, NH 03301
<u>NEW JERSEY</u> Corporation Service Company Princeton South Corporate Ctr., Suite 160 100 Charles Ewing Blvd. Ewing, NJ 08628	<u>NEW MEXICO</u> Corporation Service Company MC-CSCI, 726 E. Michigan Drive Suite 101 Hobbs, NM 88240-3465

<u>NEW YORK</u> Attention: Uniform Commercial Code New York Department of State One Commerce Plaza, 99 Washington Avenue, 6th Floor Albany, NY 12231-0001 (518) 473-2492	<u>NORTH CAROLINA</u> Corporation Service Company 2626 Glenwood Avenue, Suite 550 Raleigh, NC 27608
<u>NORTH DAKOTA</u> North Dakota Securities Department 600 East Boulevard Avenue State Capitol Fifth Floor Bismarck, ND 58505-0510 Corporation Service Company 1709 North 19th Street, Suite 3 Bismarck, ND 58501-2121	<u>OHIO</u> Corporation Service Company 50 West Broad Street, Suite 1800 Columbus, OH 43215 <u>OKLAHOMA</u> Corporation Service Company 10300 Greenbriar Place Oklahoma City, OK 73159-7653
<u>OREGON</u> Corporation Service Company 1127 Broadway Street NE Suite 310 Salem, OR 97301	<u>PENNSYLVANIA</u> Corporation Service Company 2595 Interstate Drive Suite 103 Harrisburg, PA 17110
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<u>UTAH</u> Corporation Service Company 15 West South Temple, Suite 600 Salt Lake City, UT 84101	<u>VERMONT</u> Corporation Service Company 100 North Main Street, Suite 2 Barre, VT 05641

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

EXHIBIT "B-1"

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

FRANCHISEE:

DATE OF AGREEMENT:

FRANCHISED LOCATION:

TABLE OF CONTENTS

	Pg.
1. PREAMBLES AND GRANT OF FRANCHISE	1
A. PREAMBLES.....	1
B. ACKNOWLEDGMENTS	1
C. GRANT OF FRANCHISE	2
D. RIGHTS RESERVED BY THE COMPANY	3
2. FIXTURES, EQUIPMENT AND SIGNS	4
3. TRAINING AND GUIDANCE.....	4
A. TRAINING	4
B. GUIDANCE.....	5
C. OPERATIONS MANUAL	5
4. MARKS	5
A. OWNERSHIP AND GOODWILL OF THE MARKS.....	5
B. LIMITATIONS ON FRANCHISEE'S USE OF THE MARKS.....	6
C. NOTIFICATION OF INFRINGEMENTS AND CLAIMS	6
D. DISCONTINUANCE OF USE OF THE MARKS	6
E. INDEMNIFICATION OF FRANCHISEE.....	7
5. RELATIONSHIP OF THE PARTIES/INDEMNIFICATION.....	7
6. FEES	8
A. INITIAL FRANCHISE FEE.....	8
B. CONTINUING FEES	8
C. TRAINING	10
D. DEFINITION OF "NET SALES"	10
E. INTEREST ON LATE PAYMENTS	10
F. APPLICATION OF PAYMENTS.....	10
G. OTHER PAYMENT PROVISIONS	11
H. CONTINUING FEE INCREASE.....	11
7. CONFIDENTIAL INFORMATION/UNFAIR COMPETITION	12
8. EXCLUSIVE RELATIONSHIP.....	13
9. LOCATION IMAGE AND OPERATING STANDARDS.....	13
A. CONDITION AND APPEARANCE OF FRANCHISEE'S LOCATION	13
B. APPROVED PRODUCTS, SUPPLIERS AND DISTRIBUTORS.....	14
C. LOCATION MENU	15
D. SPECIFICATIONS, STANDARDS AND PROCEDURES	15
E. COMPLIANCE WITH LAWS AND GOOD BUSINESS PRACTICES	15

F.	MANAGEMENT OF THE LOCATION AND HIRING, TRAINING AND APPEARANCE OF EMPLOYEES.....	16
G.	INSURANCE.....	16
H.	TECHNOLOGY MATTERS.....	17
10.	ADVERTISING AND MARKETING.....	18
A.	BY FRANCHISEE	18
B.	BY THE COMPANY	19
11.	ACCOUNTING, REPORTS AND FINANCIAL STATEMENTS	21
12.	INSPECTIONS AND AUDITS.....	21
A.	THE COMPANY'S RIGHT TO INSPECT THE LOCATION.....	21
B.	THE COMPANY'S RIGHT TO AUDIT.....	22
13.	ASSIGNMENT AND TRANSFERS	22
A.	BY THE COMPANY	22
B.	FRANCHISEE MAY NOT TRANSFER WITHOUT APPROVAL OF THE COMPANY.....	22
C.	CONDITIONS FOR APPROVAL OF TRANSFERS	23
D.	EFFECT OF CONSENT TO TRANSFER.....	24
E.	THE COMPANY'S RIGHT OF FIRST REFUSAL.....	24
14.	RENEWAL	25
A.	FRANCHISEE'S RIGHT TO RENEW	25
B.	NOTICE OF RENEWAL AND NONRENEWAL	25
C.	RENEWAL AGREEMENTS/RELEASES	26
15.	TERMINATION OF FRANCHISE	26
A.	BY FRANCHISEE	26
B.	BY THE COMPANY	26
16.	RIGHTS AND OBLIGATIONS OF THE COMPANY AND FRANCHISEE UPON TERMINATION OR EXPIRATION OF FRANCHISE.....	28
A.	PAYMENTS OF AMOUNTS OWED TO THE COMPANY	28
B.	MARKS	28
C.	CONFIDENTIAL INFORMATION	29
D.	THE COMPANY HAS RIGHT TO LEASE THE LOCATION.....	29
E.	COVENANT NOT TO COMPETE	29
F.	CONTINUING OBLIGATIONS.....	29
17.	ENFORCEMENT	30
A.	SEVERABILITY AND SUBSTITUTION OF VALID PROVISIONS	30
B.	WAIVER OF OBLIGATIONS.....	30
C.	FORCE MAJEURE	31

D.	INJUNCTIVE RELIEF.....	31
E.	RIGHTS OF PARTIES ARE CUMULATIVE	31
F.	COSTS AND ATTORNEY'S FEES.....	31
G.	GOVERNING LAW/CONSENT TO JURISDICTION.....	31
H.	BINDING EFFECT	32
I.	CONSTRUCTION.....	32
J.	GUARANTY	32
K.	COMPLIANCE WITH ANTI-TERRORISM LAWS	32
18.	NOTICES AND PAYMENTS	33

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, carryout 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"). 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 franchise 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 Company's then current operations manual ("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.

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 and may designate exclusive 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 the Company may charge in its sole discretion) of Seven Hundred Fifty Dollars (\$750.00), or Five Hundred Dollars (\$500.00) for trainees for Non-Traditional Locations, for each trainee described in Section 6.C. of this Agreement.

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, 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 online domain 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 Franchisee's counsel, 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 agreement 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/carryout 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 \$175 for a Traditional Location or \$75 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 \$175 for a Traditional Location or \$75 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/carryout 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 "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 Default Letter in connection with any default by Franchisee under the Franchise Agreement 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 Default Letter in connection with any default by Franchisee under this Agreement 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 funds to the timely payment of all continuing fees payable by Franchisee under this Agreement and will upon exhaustion of such funds 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 Seven Hundred Fifty Dollars (\$750.00), or Five Hundred Dollars (\$500.00) 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 and revenues from the sale of lottery tickets and revenues from keno and video gambling machines or similar devices (except at Non-Traditional Locations) received 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 and other amounts payable by Franchisee to the Company 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 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 Default Letter for non-payment. If at any time during the term of this Agreement, including any extension or renewal of 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, customer data 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) design and image of locations; and (v) the selection and training of location managers and other personnel; and
- (3) methods, techniques, formats, standards, specifications, procedures, information, systems, operating results 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 or last two (2) years of any renewal 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 service, or type or brand of product or service, may approve a distributor or supplier only as to a certain product or service, or type or brand of product or service and may approve exclusive distributors or suppliers of certain products or services. The Company will

provide Franchisee with a list of the then approved products, services, 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, including the utilization of online ordering and new forms of technology in providing 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, data privacy and security, 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) 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, contactless mobile payment

systems, mobile payment systems tied to mobile applications and other 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 mobile applications and other 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 five percent (5%) of weekly net sales, or three percent (3%) of weekly net sales for Non-Traditional Locations, to advertise and promote the Location and the name "Godfather's Pizza" through the use of television, radio, newspaper, digital and social media, point-of-purchase marketing, signage or other form of mass media advertising and local advertising 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. Non-Traditional Locations will also be expected to participate in such cooperative, but the required contribution may be at a lesser rate than Traditional Locations in the same cooperative. 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 television and radio commercials, cover designs for digital 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 digital print advertising materials or other materials that differ from the current offers provided by the Company, and the Company determines in its sole discretion it will provide such non-standard cover designs, 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.

If Franchisee intends to use a website, social networking site, online ordering 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. Franchisee shall not implement any loyalty programs or similar promotional programs without the Company's prior written consent, which the Company may grant or withhold in its sole discretion. Such loyalty programs or similar promotional programs shall comply with all requirements for such programs as are specified by Company, as such requirements are revised from time-to-time by the Company.

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.

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, marketing 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 the Company 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 Five Thousand Dollars (\$5,000.00) for a Traditional Location and in an amount equal to Three Thousand Dollars (\$3,000.00) for a Non-Traditional Location; (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 (1) 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 assets or 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 and all requested information to the

Company, to purchase all of such interest in the Location or all of such ownership interests in Franchisee or Franchisee's assets 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 under 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 and requested information 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 or any renewal 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 for additional terms of five (5) years each. Franchisee must pay a renewal fee for the first renewal term 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. The renewal fee for additional renewal terms shall be the amount provided for in the most recent form of Franchise Agreement signed by Franchisee for the Location. 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 of the then-current term. 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 or in any other document provided to the Company;

(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, this Agreement, the Location 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 and the term of any Franchise Agreement signed in place of this Agreement, 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 or any successor Franchise 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.K 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 franchise 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 and 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

after and without regard to 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.

C. FORCE MAJEURE

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; (5) pandemics; or (6) 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.

D. 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).

E. 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.

F. 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.

G. 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, without regard to its conflicts of law rules or the conflicts of law rules of any other jurisdiction. 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.

H. 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.

I. 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, and may be signed by electronic, scanned or faxed signatures. 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.

J. 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.

K. 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.

[SIGNATURES FOLLOW ON NEXT PAGE]

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

GODFATHER'S PIZZA, INC.

FRANCHISEE:

By _____

Name: _____

Title: _____

Date: _____

By _____

Name: _____

Title: _____

Date: _____

EXHIBIT "A"

OWNER' S GUARANTY AND ASSUMPTION OF
FRANCHISEE' S OBLIGATIONS

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

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

Each of the undersigned consents and agrees that:

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

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

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

GUARANTOR(S)

Printed Name(s): _____

EXHIBIT "B-2"

GODFATHER'S PIZZA, INC.

**AGREEMENT
FOR
AREA DEVELOPMENT**

COMPANY: GODFATHER'S PIZZA, INC.

DEVELOPER

DEVELOPMENT AREA:

GODFATHER'S PIZZA, INC.

AGREEMENT

for

AREA DEVELOPMENT

This AGREEMENT, made effective _____ (the "Effective Date"), 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 the number of Godfather's Pizza locations described in this Agreement (the "Locations") and to operate each Location under the terms of a Franchise Agreement between Company and Developer (the "Franchise Agreement");

NOW, THEREFORE, in consideration of the development fees paid or to be paid by Developer and of the matters herein recited and their mutual promises exchanged in this Agreement, the receipt and sufficiency of which the parties hereby acknowledge, Company and Developer agree as follows:

1. Definitions:

a. **Terms Described in Franchise Agreement:** Any terms used in this Agreement that are not defined in this Agreement but are defined in the Franchise Agreement will have the meaning given to them in the Franchise Agreement.

b. **Further Definitions:** As used in this Agreement and unless otherwise required by the context, the following definitions will apply:

(1) "Agreement" will mean this Agreement for Area Development, as originally executed or as from time to time thereafter amended in the manner provided in this Agreement.

(2) "Balance of initial franchise fee" will mean for each Location for which a Franchise Agreement is issued the remainder, if any, of the initial franchise fee for the Location in the amount described in the schedule attached to this Agreement as Exhibit "A".

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

(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 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 the party listed on the first page of this Agreement or any permitted assign, successor, or representative.

(7) "Development Area" will include and mean all of that 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) "Franchise Agreement" will mean the Franchise Agreement between Company and Developer as Franchisee with provisions substantially similar to those in the attached Exhibit "B".

(10) "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 any part of the equity of Developer.

(11) "Location" will mean a location within the Development Area approved by Company under the provisions of this Agreement.

(12) "Managerial personnel" will mean those individuals employed by Developer at each of Developer's Locations whose employment function includes the management of day-to-day operation of the franchised Location.

(13) "Managerial personnel training program" will mean a program for training proposed managerial personnel of Developer and of other franchisees provided or approved by Company.

(14) "Supervisory personnel" will mean any individuals employed by Developer in any supervisory capacity over any two or more franchised Locations of Developer as Franchisee and any individuals employed by

Developer in any capacity responsible for the training and general supervision of other employees of Developer as Franchisee.

(15) "Supervisory personnel training program" will mean a program for training proposed supervisory personnel of Developer and of other developers provided or approved by Company.

(16) "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 their titles 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 form 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 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 Agreement, and no liability or other responsibility to Developer or to any other person or persons for the financial or other commercial success of Developer. Developer will have complete control over the hiring, discipline and termination of all employees of the Locations operated by Developer or any permitted affiliate of Developer, be exclusively responsible for the terms of their employment and compensation and for the proper training of such employees in the operation of the franchised Locations.

g. **Third Persons:** No third person will be a party to this Agreement; but each owner of an interest in Developer will be a party to this Agreement to the extent so provided.

h. **Applicable Law and Jurisdiction:** Except to the extent governed by federal trademark or franchise law or by the franchise laws of the state of Developer's business, this Agreement will be governed by the laws of the State of Nebraska, without regard to its conflicts of law principles or the conflicts of law principles of any other jurisdiction. This Agreement was negotiated in Douglas County, Nebraska. In view of this fact and the acknowledged need for uniformity and stability in the long-term relationship between the parties created under this Agreement, the parties submit to the personal jurisdiction of the state and federal courts of Douglas County, Nebraska, as the exclusive venue for any and all disputes relating in any way to this Agreement, the development of Locations by Developer, the operation of the Developer's business, or the Godfather's Pizza system, unless the state where Developer's business is located requires suit to be brought in that state. Developer irrevocably submits to the jurisdiction of such courts and waives

any objection Developer may have to either the jurisdiction or venue of such court, except as otherwise required by the law of the state where Developer's business is located.

2. **Development Rights, Procedure, and Personnel:** Development will construct Locations and thereafter operate them as franchised Godfather's Pizza locations under the following rights and procedures:

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 Godfather's Pizza franchised locations within the Development Area; and at the completion of development Company will issue to Developer as Franchisee for each Location a Franchise Agreement. Company reserves the right within the Development Area to offer and sell (except through a restaurant location operated by Company or another franchisee) and to grant others the right to offer and sell goods and services identical or similar to and/or competitive with those provided at Locations, whether identified by the Godfather's Pizza trademarks or other trademarks or service marks, through similar or dissimilar channels of distribution (including retail sales of products through grocery stores, the sale of licensed products through outlets not operating as franchises under the Godfather's Pizza To Go program or otherwise, other selling opportunities identified by Company, the internet or similar electronic media) from any location and on any terms and conditions Company deems appropriate. Company also reserves the right within the Development Area to operate, and to grant to others the right to operate, businesses offering dissimilar products and

services, from any location, including dissimilar channels of distribution, such as the internet and similar electronic media, under the Godfather's Pizza trademarks or other trademarks and on any terms and conditions Company deems appropriate.

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 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 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 Locations.

(2) Company will have the right in its sole discretion to grant or to withhold its written approval of any potential Location proposed by Developer and will by written response promptly advise Developer of its approval or disapproval of each potential Location proposed by Developer.

(3) Developer will complete development of the first and each additional approved Location within one hundred twenty (120) days of the commencement of development of such Location.

(4) Developer will have no rights after the term of this Agreement for exclusive or nonexclusive development for any location within the Development Area for which no Franchise Agreement has been issued under this Agreement.

c. **Personnel:** Developer may or will use the following personnel training programs.

(1) Developer will not employ any of its supervisory personnel in that capacity until such individual has, at the sole cost and expense of Developer, including the payment of any training fee described in the Franchise Agreement, attended and satisfactorily completed the supervisory personnel training program or has completed such other training program for which Company has provided its written approval.

(2) Developer will furnish Company the names and summary of work experience of all individuals from time to time proposed to be employed as managerial personnel of Developer or managerial personnel at each franchised Location; and Company will have the right at its sole discretion to require Developer 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 managerial personnel training program before beginning to work for 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, upon receipt by Company the entire Development

Fee will be considered to be earned, and no part of it will be repaid to Developer by Company.

b. **Initial Fee and Renewal Fees:** Developer will at the time provided in each Franchise Agreement pay Company the initial 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 initial 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 specified in the Franchise Agreement.

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.

b. **Developer Representation:** Developer hereby represents to Company that it has the capacity to and will discharge and perform all of its development, operational 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 and intellectual property except as expressly authorized under the provisions of each Franchise Agreement.

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 or part of the liabilities and other obligations of Company to Developer under the provisions of this Agreement; and after any such assignment or transfer of all of its interests in this Agreement Company will have no further obligation to Developer under this Agreement. Company will have the right to encumber, pledge, or make some other security transfer to any creditor, lender, or other secured person of this Agreement or 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 similar actions by or for Developer will be subject to the following limitations:

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

(2) No person owning an interest in Developer will without the express written consent of Company directly or indirectly transfer to any person or entity all or any part or parts of an interest in 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. Company will have thirty (30) days from the date it receives notification of a proposed sale to exercise this right of first refusal.

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 legal or equitable proceeding.

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 or franchisee 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 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 to Developer, 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 a default under the Franchise Agreement that is not curable. 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 development schedule 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 a new document to supersede this Agreement or an 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.

(4) The closing by Developer of a Location developed by Developer under this Agreement will not be a default under this Agreement, but that Location will not be included in the number of Locations developed by Developer in determining whether Developer is in compliance with the development schedule included in this Agreement.

c. **Extension:** Company and Developer may by express written agreement extend the term of this Agreement from time to time; provided that Company is not required to extend this Agreement if Developer fails to achieve the completion of development of all development locations described in Exhibit "A" within the time provided for such development.

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

a. **Disclosure:** If and to the extent so required by governing law, Developer by execution of this Agreement acknowledges receipt by it or for it by its 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 Agreement 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 written notice or other communication permitted or required under the provisions of this Agreement will be effective from the date of mailing if and when mailed certified mail return receipt requested, or one business day after being given to a nationally recognized overnight delivery service, by either Company or Developer to the other party's then currently designated mailing address.

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 will at the Effective Date and at any time or from time to time thereafter upon the request of Company or upon 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, member, 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 position with, or ownership of Developer of each such individual or entity.

e. Notice of Ownership Transfer Restrictions: Developer will cause its formation documents to contain a provision restricting the transfer of any interest in Developer pursuant to the provisions of this Agreement; and Developer will cause each certificate or other document evidencing ownership of any interest in Developer to 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 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 amendments 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:**

a. **Consent:** When the prior written or other consent of Company or of Developer is required for any action or decision by the other, 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 entire 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 or other applications or constructions 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 binding upon each person owning an interest in Developer as appropriate 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 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 or any other Franchise Agreement entered into by Developer 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

Godfather's Pizza, Inc. and Subsidiaries

**Consolidated Financial Statements and
Independent Auditors' Report**

May 31, 2020 and May 26, 2019



Godfather's Pizza, Inc. and Subsidiaries

Index

	Page
Independent Auditors' Report	1
Consolidated Financial Statements	
Consolidated Balance Sheets	2-3
Consolidated Statements of Income	4
Consolidated Statements of Stockholders' Equity	5
Consolidated Statements of Cash Flows	6-7
Notes to Consolidated Financial Statements	8-17

INDEPENDENT AUDITORS' REPORT

Board of Directors and Management
Godfather's Pizza, Inc. and Subsidiaries
Omaha, Nebraska

Report on the Consolidated Financial Statements

We have audited the accompanying consolidated financial statements of Godfather's Pizza, Inc. and Subsidiaries, which comprise the consolidated balance sheets as of May 31, 2020 and May 26, 2019, and the related consolidated statements of income, stockholders' equity, and cash flows for the years then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Consolidated Financial Statements

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

Auditors' Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Godfather's Pizza, Inc. and Subsidiaries as of May 31, 2020 and May 26, 2019, and the results of their operations and their cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Lutz & Company, P.C.

July 28, 2020

LUTZ & COMPANY, PC

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Godfather's Pizza, Inc. and Subsidiaries

Consolidated Balance Sheets

May 31, 2020 and May 26, 2019

ASSETS		<u>2020</u>	<u>2019</u>
CURRENT ASSETS			
Cash and Cash Equivalents	\$	4,304,000	\$ 2,917,000
Net Receivables		553,000	539,000
Due from Affiliate		1,123,000	971,000
Current Portion of Notes Receivable			
Affiliate		39,000	37,000
Other		18,000	17,000
Inventories		60,000	69,000
Prepaid Expenses		249,000	147,000
Refundable Income Taxes		18,000	6,000
Total Current Assets		6,364,000	4,703,000
PROPERTY AND EQUIPMENT, NET		2,463,000	2,103,000
OTHER ASSETS			
Franchise Rights and Trademarks		3,073,000	3,073,000
Goodwill, Net		872,000	1,139,000
Notes Receivable, Less Current Portion			
Affiliate		1,133,000	1,172,000
Other		50,000	70,000
Other Assets		171,000	189,000
Total Other Assets		5,299,000	5,643,000
TOTAL ASSETS	\$	14,126,000	\$ 12,449,000

See Notes to Consolidated Financial Statements.

Godfather's Pizza, Inc. and Subsidiaries

Consolidated Balance Sheets

May 31, 2020 and May 26, 2019

LIABILITIES		
	<u>2020</u>	<u>2019</u>
CURRENT LIABILITIES		
Current Portion of Long-Term Debt	\$ 199,000	\$ 341,000
Accounts Payable	570,000	667,000
Other Accrued Liabilities	1,697,000	1,989,000
Total Current Liabilities	2,466,000	2,997,000
LONG-TERM LIABILITIES		
Long-Term Debt, Less Current Portion	325,000	253,000
Paycheck Protection Program Loan	1,174,000	-
Other Long-Term Liabilities	535,000	585,000
Deferred Income Taxes	948,000	842,000
Total Long-Term Liabilities	2,982,000	1,680,000
Total Liabilities	5,448,000	4,677,000
STOCKHOLDERS' EQUITY		
COMMON STOCK		
\$.01 Par Value, Authorized, 1,000,000 Shares Issued, 200,000 Shares; and Outstanding, 96,908 Shares and 96,647 Shares, Respectively	2,000	2,000
ADDITIONAL PAID IN CAPITAL	587,000	584,000
RETAINED EARNINGS	10,245,000	9,347,000
	10,834,000	9,933,000
TREASURY STOCK, AT COST	(2,156,000)	(2,161,000)
Total Godfather's Pizza, Inc. Stockholders' Equity	8,678,000	7,772,000
TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY	\$ 14,126,000	\$ 12,449,000

See Notes to Consolidated Financial Statements.

Godfather's Pizza, Inc. and Subsidiaries

Consolidated Statements of Income

Years Ended May 31, 2020 and May 26, 2019

	<u>2020</u>	<u>2019</u>
REVENUES		
Sales by Company-Operated Restaurants	\$ 8,865,000	\$ 8,562,000
Franchise Revenues	7,131,000	6,988,000
Licensed Product Revenues	529,000	492,000
International Franchise Revenues	27,000	4,000
Total Revenues	16,552,000	16,046,000
COST OF SALES AND RESTAURANT OPERATING COSTS	8,210,000	8,217,000
GROSS PROFIT	8,342,000	7,829,000
GENERAL AND ADMINISTRATIVE EXPENSES	7,200,000	6,542,000
Income from Operations	1,142,000	1,287,000
OTHER INCOME AND EXPENSE		
Other Income	110,000	108,000
Interest Expense	(66,000)	(81,000)
Gain on Sale of Property and Equipment	4,000	36,000
Total Other Income and Expense	48,000	63,000
Income before Provision for Income Taxes	1,190,000	1,350,000
PROVISION FOR INCOME TAXES	292,000	331,000
NET INCOME	\$ 898,000	\$ 1,019,000

See Notes to Consolidated Financial Statements.

Godfather's Pizza, Inc. and Subsidiaries

Consolidated Statements of Stockholders' Equity

Years Ended May 31, 2020 and May 26, 2019

	<u>Common Stock</u>	<u>Additional Paid In Capital</u>	<u>Retained Earnings</u>	<u>Treasury Stock</u>	<u>Total Stockholders' Equity</u>
BALANCES, May 27, 2018	\$ 2,000	\$ 581,000	\$ 8,328,000	\$ (2,142,000)	\$ 6,769,000
Net Income	-	-	1,019,000	-	1,019,000
Sale of Treasury Stock	-	3,000	-	4,000	7,000
Purchase of Treasury Stock	-	-	-	(23,000)	(23,000)
BALANCES, May 26, 2019	2,000	584,000	9,347,000	(2,161,000)	7,772,000
Net Income	-	-	898,000	-	898,000
Sale of Treasury Stock	-	3,000	-	5,000	8,000
BALANCES, May 31, 2020	\$ 2,000	\$ 587,000	\$ 10,245,000	\$ (2,156,000)	\$ 8,678,000

See Notes to Consolidated Financial Statements.

Godfather's Pizza, Inc. and Subsidiaries

Consolidated Statements of Cash Flows

Years Ended May 31, 2020 and May 26, 2019

	<u>2020</u>	<u>2019</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Net Income	\$ 898,000	\$ 1,019,000
Adjustments to Reconcile Net Income to		
Net Cash Provided by Operating Activities		
Depreciation and Amortization	789,000	756,000
Gain on Sale of Property and Equipment	(4,000)	(36,000)
Net Cash Used for Reserve for Restaurant Closings	-	(7,000)
Deferred Income Taxes	106,000	(7,000)
Decrease (Increase) in Assets:		
Net Receivables	(14,000)	(133,000)
Due from Affiliate	(152,000)	(199,000)
Inventories	9,000	2,000
Prepaid Expenses	(102,000)	35,000
Refundable Income Taxes	(12,000)	(6,000)
Other Assets	18,000	9,000
Increase (Decrease) in Liabilities:		
Accounts Payable	(97,000)	(98,000)
Income Taxes Payable	-	(92,000)
Other Accrued Liabilities	(292,000)	53,000
Other Long-Term Liabilities	(50,000)	(6,000)
Net Cash Provided by Operating Activities	1,097,000	1,290,000
CASH FLOWS FROM INVESTING ACTIVITIES		
Proceeds from Sale of Property and Equipment	4,000	86,000
Purchase of Property and Equipment	(592,000)	(482,000)
Payments Received on Notes Receivable	56,000	41,000
Net Cash Used in Investing Activities	(532,000)	(355,000)
CASH FLOWS FROM FINANCING ACTIVITIES		
Proceeds from Receipt of Paycheck Protection Program Loan	1,174,000	-
Payments on Long-Term Debt	(360,000)	(376,000)
Sale of Treasury Stock	8,000	7,000
Purchase of Treasury Stock	-	(23,000)
Net Cash Provided by (Used in) Financing Activities	822,000	(392,000)
Net Increase in Cash and Cash Equivalents	1,387,000	543,000
Cash and Cash Equivalents, Beginning of Year	2,917,000	2,374,000
Cash and Cash Equivalents, End of Year	\$ 4,304,000	\$ 2,917,000

See Notes to Consolidated Financial Statements.

Godfather's Pizza, Inc. and Subsidiaries

Consolidated Statements of Cash Flows

Years Ended May 31, 2020 and May 26, 2019

	<u>2020</u>	<u>2019</u>
SUPPLEMENTARY DISCLOSURE OF CASH FLOW INFORMATION		
Interest Paid	\$ 67,000	\$ 81,000
Income Taxes Paid, Net	198,000	436,000
NONCASH INVESTING AND FINANCING ACTIVITIES		
Long-Term Debt Incurred to Purchase Property and Equipment	\$ 290,000	\$ 155,000
Long-Term Debt Incurred to Prepay Insurance	-	62,000
Issuance of Note Receivable, Other for		
Sale of Property and Equipment	-	62,000

See Notes to Consolidated Financial Statements.

Godfather's Pizza, Inc. and Subsidiaries

Notes to Consolidated Financial Statements

May 31, 2020 and May 26, 2019

1. Summary of Significant Accounting Policies

Principles of Consolidation

The consolidated financial statements include the accounts of Godfather's Pizza, Inc. and its wholly-owned subsidiaries GPBCM, Inc. and GPTB, Inc., collectively (the "Company"), which are under common ownership and control. All significant intercompany accounts and transactions have been eliminated in consolidation.

Nature of Business

Godfather's Pizza, Inc. was incorporated under the laws of the State of Delaware in June 1985 and is utilized to operate and franchise a concept servicing pizza and other food products.

GPBCM, Inc. ("GPBCM") was incorporated under the laws of the State of Nebraska in May 2013 and is utilized to operate programs to license the sale of pizza products in retail outlets, convenience stores and other non-traditional locations. There were 520 locations at May 31, 2020 and 417 locations at May 26, 2019.

GPTB, Inc. ("GPTB") was incorporated under the laws of the State of Nebraska in May 2013 and is utilized to franchise a concept serving pizza and other food products internationally. There were seven international subfranchised locations at May 31, 2020 and one international subfranchised location at May 26, 2019..

The following is a summary of restaurants operated by the Company and its franchisees at May 31, 2020 and May 26, 2019:

	<u>Company Operated</u>	<u>Franchisees</u>	<u>Total</u>
Open, May 27, 2018	<u>12</u>	<u>536</u>	<u>548</u>
Openings	-	43	43
Net Transfers	(1)	1	-
Closings	<u>-</u>	<u>(22)</u>	<u>(22)</u>
Open, May 26, 2019	<u>11</u>	<u>558</u>	<u>569</u>
Openings	-	35	35
Closings	<u>(1)</u>	<u>(17)</u>	<u>(18)</u>
Open, May 31, 2020	<u>10</u>	<u>576</u>	<u>586</u>

The Company reserves for future costs associated with closed restaurants. Annually, management reviews and evaluates Company operations to determine if additional restaurants are to be included in the reserve. There was no reserve for restaurant closings at May 31, 2020 and May 26, 2019.

Godfather's Pizza, Inc. and Subsidiaries

Notes to Consolidated Financial Statements

May 31, 2020 and May 26, 2019

Fiscal Year

The Company's fiscal year ends on the last Sunday in May.

Use of Estimates

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

Advertising and Promotion Costs

The cost of advertising and promotion is expensed as incurred. Advertising and promotion costs were approximately \$288,000 and \$265,000 for the years ended May 31, 2020 and May 26, 2019, respectively.

Cash and Cash Equivalents

The Company maintains zero balance accounts as a part of its cash management. Checks not yet presented for payment are included in accounts payable and totaled approximately \$219,000 and \$246,000 at May 31, 2020 and May 26, 2019, respectively. For purposes of the consolidated statements of cash flows, the Company considers all investments with an original maturity of three months or less to be cash and cash equivalents.

Concentration of Credit Risk

The Company has two types of financial instruments subject to credit risk. The Company maintains bank accounts in which the balances sometimes exceed the Federal Deposit Insurance Corporation (FDIC) limit of \$250,000. At May 31, 2020 and May 26, 2019, there were cash balances in excess of FDIC limits at the bank of approximately \$3,773,000 and \$2,460,000, respectively.

Net receivables also subject the Company to credit risk.

Net Receivables

Net receivables are carried at original invoice amount less an estimate made for doubtful receivables based on a review of all outstanding amounts on a periodic basis. Management determines the allowance for doubtful receivables by regularly evaluating individual customer receivables and considering a customer's financial condition, credit history, and current economic conditions. Net receivables are written off when deemed uncollectible. Recoveries of receivables previously written off are recorded as income when received. The allowance for doubtful receivables was approximately \$20,000 and \$29,000 at May 31, 2020 and May 26, 2019, respectively.

Godfather's Pizza, Inc. and Subsidiaries

Notes to Consolidated Financial Statements

May 31, 2020 and May 26, 2019

Inventories

Inventories are stated at the lower of cost (first-in, first-out method) or net realizable value and consist primarily of restaurant food items and paper supplies.

Property and Equipment

Property and equipment are stated at cost with depreciation computed on the straight-line method over the assets' estimated useful lives. Upon sale or retirement of property and equipment, the related costs and accumulated depreciation are removed from the accounts and any related gain or loss is reflected currently.

Major classes of property and equipment at May 31, 2020 and May 26, 2019 are as follows:

	<u>2020</u>	<u>2019</u>
Land	\$ 76,000	\$ 76,000
Buildings	159,000	159,000
Leasehold Improvements	3,261,000	3,081,000
Equipment	<u>5,517,000</u>	<u>4,868,000</u>
	9,013,000	8,184,000
Less Accumulated Depreciation	<u>6,550,000</u>	<u>6,081,000</u>
	<u>\$ 2,463,000</u>	<u>\$ 2,103,000</u>

Other Intangible Assets and Goodwill

The Company's intangible assets consist of franchise rights, trademarks and goodwill, which represent the value assigned to those assets. The Company determined that franchise rights and trademarks were deemed to have indefinite useful lives. Accordingly, the Company does not amortize these intangibles. The Company reviews the carrying amount of their franchise rights and trademarks for possible impairment at least annually and whenever events or changes in circumstances indicate that the carrying amount may not be recoverable.

Goodwill represents the carrying amount of the cost in excess of net assets acquired. The Company follows FASB Accounting Standards Update 2014-02, *Intangibles – Goodwill and Other (Topic 350): Accounting for Goodwill*, which allows the Company to amortize goodwill prospectively on a straight-line basis up to ten years. Management believes that this method more accurately reflects periodic results of operations and has elected to amortize its existing goodwill over ten years, which represents the estimated useful life. Accordingly, amortization expense of \$267,000 was recorded during the years ended May 31, 2020 and May 26, 2019 in the accompanying consolidated statements of income. The Company will continue to review goodwill for possible impairment when a triggering event has occurred. Amortization expense over the next three years is anticipated to be approximately \$267,000 annually.

Godfather's Pizza, Inc. and Subsidiaries

Notes to Consolidated Financial Statements

May 31, 2020 and May 26, 2019

Goodwill, Net is as follows at May 31, 2020 and May 26, 2019:

	<u>2020</u>	<u>2019</u>
Balance, Beginning of Period	\$ 2,663,000	\$ 2,663,000
Less Accumulated Amortization	<u>(1,791,000)</u>	<u>(1,524,000)</u>
Balance, End of Period	<u>\$ 872,000</u>	<u>\$ 1,139,000</u>

Paycheck Protection Program Loan

The Company was granted a loan from a bank pursuant to the Paycheck Protection Program ("PPP") under Division A, Title I of the Coronavirus Aid, Relief, and Economic Security (CARES) Act, which was enacted March 27, 2020 (the "PPP loan").

The PPP loan may be prepaid by the Company at any time prior to maturity with no prepayment penalties. Funds from the PPP loan may only be used for payroll costs, costs to continue group health care benefits, mortgage payments, rent, utilities, and interest on other debt obligations incurred before February 15, 2020. Under the terms of the PPP loan, all or a portion of the loan may be forgiven if the funds are used for qualifying expenses as described in the CARES Act. The Company intends to use the entire PPP loan amount for qualifying expenses.

There is no guidance in accounting principles generally accepted in the United States of America that specifically addresses accounting for obtaining a forgivable loan from a government entity; however, when the Company receives government assistance that is not considered revenue or a loan, the Company analogizes to other guidance. The Company has elected to account for the PPP loan as a financial liability under long-term debt in accordance with FASB ASC 470, *Debt*. In accordance with FASB ASC 405-20-40-1, *Extinguishment of Liabilities*, the Company will not recognize any income from the extinguishment of its debt until the Company has been legally released as the primary obligor under the loan by the Small Business Administration. Any amount forgiven when the Company is legally released as the primary obligor under the loan will be recognized in the consolidated income statement as a gain from the extinguishment of the loan.

Income Taxes

The Company follows an asset and liability approach to financial accounting and reporting for income taxes. Deferred income tax assets and liabilities are computed annually for differences between financial statement and tax bases of assets and liabilities that will result in taxable or deductible amounts in the future based on enacted tax laws and statutory rates applicable to the periods in which the differences are expected to affect taxable income. The Company follows FASB Accounting Standards Update 2015-17, *Income Taxes (Topic 740): Balance Sheet Classification of Deferred Taxes*, which requires the Company to classify deferred tax assets and liabilities as non-current amounts. Valuation allowances are established when necessary to reduce deferred tax assets to the amount expected to be realized. Income tax expense or benefit is the tax payable or refundable for the period plus or minus the change during the period in deferred tax assets and liabilities.

Godfather's Pizza, Inc. and Subsidiaries

Notes to Consolidated Financial Statements

May 31, 2020 and May 26, 2019

The Company follows the provisions of FASB Codification Topic 740-10 related to uncertain income tax positions. When income tax returns are filed, it is highly certain that some positions would be sustained upon examination by the taxing authorities, while others may be subject to uncertainty about the merits of the position taken or the amount of the position that would ultimately be sustained. The benefit of a tax position is recognized in the Company's consolidated financial statements in the period during which, based on all available evidence, management believes it is more likely than not that the position will be sustained upon examination, including the resolution of appeals or litigation processes, if any. Tax positions taken are not offset or aggregated with other positions. Tax positions that meet the more-likely-than-not recognition threshold would be measured as the largest amount of tax benefit that is more than 50 percent likely of being realized upon settlement with the applicable taxing authority. The portion of the benefits associated with tax positions taken that exceeds the amount measured as described above would be reflected as a liability for unrecognized tax benefits in the accompanying Company's consolidated balance sheet along with any associated interest and penalties that would be payable to the taxing authorities upon examination. Interest and penalties associated with unrecognized tax benefits would be classified as additional income taxes in the consolidated statement of income.

Management believes it is more likely than not that the benefits recognized from tax positions taken on the Company's consolidated financial statements will be sustained upon examination, including the resolution of appeals or litigation processes, if any. Accordingly, no liability for unrecognized tax benefits is reflected on the accompanying consolidated balance sheets.

The Company believes it is no longer subject to income tax examinations by federal, state, or local tax authorities for years ending before May 28, 2017.

Franchise Operations and Revenue Recognition

The Company records initial franchise fees as revenue when the Company has performed its service requirements, normally concurrent with the opening of a restaurant.

Continuing franchise fees are determined as a percentage of franchise restaurant sales. These fees are recognized as revenue in the period sales are earned by the franchisee. The Company does not require collateral for these receivables because they are generally collected within their normal terms of 30 days.

Licensed product revenue consists of a margin received by GPBCM on certain pizza products and packaging (the "licensed products") sold to licensed store operators through an approved distributor. Revenues are recognized in the period the manufacturer sells the licensed products to an approved distributor and are generally paid within 30 days.

The Company provides franchise personnel whose responsibilities are to support and assist franchise restaurant owners and operators. In addition, franchise owners receive assistance in construction and remodeling consultation and marketing from other Company personnel who also furnish these services to Company-operated restaurants. Costs and expenses related to the above franchise services are approximately 45% and 44% of general and administrative expenses for 2020 and 2019, respectively.

Godfather's Pizza, Inc. and Subsidiaries

Notes to Consolidated Financial Statements

May 31, 2020 and May 26, 2019

Subsequent Events

Subsequent events are events or transactions that occur after the consolidated balance sheet date, but before the consolidated financial statements are available to be issued and may require potential recognition or disclosure in the Company's consolidated financial statements. Management has considered such events or transactions through July 28, 2020, noting no items for disclosure.

2. Notes Receivable, Other

Notes Receivable, Other consists of the following at May 31, 2020 and May 26, 2019:

	<u>2020</u>	<u>2019</u>
Note receivable from a corporation, payable in monthly installments of \$705, including interest at 7.00%, through September 2022. This note is collateralized by certain property and equipment and the personal guarantee of the owner of the corporation.	\$ 17,000	\$ 25,000
Note receivable from a corporation, payable in monthly installments of \$1,194, including interest at 5.50%, through June 2021. This note is collateralized by certain property and equipment and the personal guarantee of the owner of the corporation.	51,000	62,000
Total Notes Receivable, Other	68,000	87,000
Less Current Portion	18,000	17,000
Notes Receivable, Other, Less Current Portion	<u>\$ 50,000</u>	<u>\$ 70,000</u>

At May 31, 2020, the combined aggregate maturities for all notes receivable, other are as follows:

<u>Year Ending,</u>	
2021	\$ 18,000
2022	48,000
2023	2,000
	<u>\$ 68,000</u>

Godfather's Pizza, Inc. and Subsidiaries

Notes to Consolidated Financial Statements

May 31, 2020 and May 26, 2019

3. Long-Term Debt and Credit Arrangements

Long-term debt consists of the following at May 31, 2020 and May 26, 2019:

	<u>2020</u>	<u>2019</u>
Note payable to a corporation, due in monthly installments of \$893 through November 2020, including interest at 8.50%. This note is collateralized by all leasehold improvements, furnishings, fixtures and equipment of a restaurant located in Omaha, Nebraska.	\$ 5,000	\$ 15,000
Various capitalized lease obligations payable to a corporation, due in monthly installments ranging from \$263 to \$2,836, including interest ranging from 2.33% to 14.83% due at various times through December 2025, collateralized by certain equipment.	519,000	438,000
Note payable to a corporation, due in monthly installments of \$9,478 through March 2020, which includes interest at 3.00%. This note is collateralized by all assets of certain restaurants located in Council Bluffs, Iowa. This note was paid in full during 2020.	-	112,000
Insurance note payable to a corporation, due in monthly installments at \$5,957 through November 2019, including interest of 9.64%, collateralized by certain insurance policies. This note was paid in full during 2020.	-	29,000
Total Long-Term Debt	524,000	594,000
Less Current Portion	199,000	341,000
Long-Term Debt, Less Current Portion	<u>\$ 325,000</u>	<u>\$ 253,000</u>

At May 31, 2020, the combined aggregate maturities for all long-term debt are as follows:

<u>Year Ending,</u>	
2021	\$ 199,000
2022	119,000
2023	98,000
2024	83,000
2025	20,000
Thereafter	5,000
	<u>\$ 524,000</u>

Godfather's Pizza, Inc. and Subsidiaries

Notes to Consolidated Financial Statements

May 31, 2020 and May 26, 2019

Certain financing arrangements contain various restrictive covenants. The Company was in compliance with all covenants at May 31, 2020 and May 26, 2019.

The Company maintains a \$350,000 revolving bank line of credit due September 2020, with an interest rate at the bank prime rate less 0.50% (the bank prime rate was 3.25% at May 31, 2020), but not less than 4.00%, collateralized by substantially all business assets of the Company. There were no outstanding borrowings at May 31, 2020 and May 26, 2019.

4. Paycheck Protection Program Loan

On April 13, 2020, the Company obtained loan proceeds from the PPP totaling \$1,174,000, bearing interest at 1.00%. The PPP loan and the related accrued interest are forgivable as long as the Company uses the loan proceeds for eligible costs during the specified covered period and maintains its payroll levels. The amount of loan forgiveness will be reduced if the Company terminates employees or reduces salaries during the covered period. Any unforgiven portion of the PPP loan and the related accrued interest will be payable over a two-year period beginning October 2020.

5. Leases - Commitments

The Company leases certain land, buildings and equipment under long-term operating lease agreements which expire on various dates through 2026. Certain leases contain provisions for additional rent based on a percentage of sales. Most of the leases contain renewal options and require the Company to pay maintenance, insurance and property taxes.

Total rent expense under operating leases included in the consolidated statements of income amounted to approximately \$950,000 and \$1,003,000 for the years ended May 31, 2020 and May 26, 2019, respectively.

Future minimum lease payments for the years ending after May 31, 2020 on leases having an initial term greater than one year are as follows:

<u>Year Ending,</u>	
2021	\$ 816,000
2022	348,000
2023	189,000
2024	81,000
2025	45,000
Thereafter	23,000
	<u>\$ 1,502,000</u>

Godfather's Pizza, Inc. and Subsidiaries

Notes to Consolidated Financial Statements

May 31, 2020 and May 26, 2019

6. Income Taxes

The components of the provision for income taxes are as follows:

	<u>2020</u>	<u>2019</u>
Current Income Tax Expense	\$ 186,000	\$ 338,000
Deferred Income Tax Expense (Benefit)		
Reversal of Temporary Differences	106,000	(7,000)
Provision for Income Taxes	<u>\$ 292,000</u>	<u>\$ 331,000</u>

The Company's actual income tax provision differs from the statutory tax rates as follows:

	<u>2020</u>	<u>2019</u>
Tax at Statutory Rate of 26%	\$ 309,000	\$ 351,000
Nondeductible Expenses	12,000	14,000
State Tax Deduction	(9,000)	(15,000)
Other, Net	(20,000)	(19,000)
Provision for Income Taxes	<u>\$ 292,000</u>	<u>\$ 331,000</u>

Temporary differences and carry-forwards which give rise to a significant portion of deferred tax assets and liabilities are as follows:

	<u>2020</u>	<u>2019</u>
Deferred Tax Assets (Liabilities)		
Deferred Compensation	\$ 134,000	\$ 146,000
Depreciation	(370,000)	(283,000)
Incentive Pay	75,000	101,000
Intangible Amortization	(768,000)	(768,000)
Reserve for Restaurant Closings and Other Liabilities	(8,000)	(16,000)
Other, Net	(11,000)	(22,000)
Total Net Deferred Tax Liability	<u>\$ (948,000)</u>	<u>\$ (842,000)</u>

7. Commitments and Contingencies

Stockholder Agreements

The Company is committed under an Executive Stock Purchase Agreement with certain executives to repurchase up to 3,908 shares of common stock in the event of their termination. The repurchase price is equivalent to the executive's original purchase price (which was \$70,000 at May 31, 2020) plus interest ranging from 5% to 10% per annum from the date of original purchase. Under certain circumstances, an additional severance amount of up to one year of a terminated executive's salary could be paid under the agreement. Under this agreement, the Company repurchased zero shares in 2020 and 200 shares for \$23,000 in 2019.

Godfather's Pizza, Inc. and Subsidiaries

Notes to Consolidated Financial Statements

May 31, 2020 and May 26, 2019

Deferred Compensation Plan

The Company has a Deferred Compensation Plan, which includes two executives. This liability includes amounts deferred by the executives plus interest based on a bond index rate. The deferred liability will be paid to the executives upon their termination from employment or death. During 2019, payments to a certain executive were initiated upon retirement and are paid in monthly installments of approximately \$6,000, including interest at 4.29%, through December 2022. Payments totaled approximately \$72,000 and \$30,000 for the years ended May 31, 2020 and May 26, 2019, respectively. The amount of the liability for both executives was \$535,000 at May 31, 2020 and \$585,000 at May 27, 2019. These amounts are included in Other Long-Term Liabilities.

Litigation

The Company is a party to legal proceedings arising in the ordinary course of its business. In the opinion of management and its legal counsel, disposition of these matters will not materially affect the Company's consolidated financial position or results of operations.

8. Affiliated Entity

The Company leases office space from and provides management services for Gartlan Real Estate Holdings, LLC ("Gartlan"), an affiliated company through common ownership. Monthly rent is \$24,000 with the lease term through December 2020. Lease payments under this lease agreement are included in the future minimum lease payments disclosed in Note 5. Rent expenditure related to this lease was approximately \$288,000 for the years ended May 31, 2020 and May 26, 2019.

The Company has concluded that Gartlan qualifies as a variable interest entity (VIE) due to the fact that the Company guarantees certain debt obligations of this entity and the Company makes rental payments through the lease agreement described above. Gartlan is an operating entity formed to own the land and a building to be used as the Company's office which is then leased to the Company for use in the ordinary course of business. At May 31, 2020 and May 26, 2019, the Company is potentially liable for Gartlan's long-term debt of approximately \$1,392,000 and \$1,537,000, respectively, which carries an interest rate ranging from 3.125% to 3.50% and a maturity of July 2027, as the Company acts as the guarantor on this debt.

The Company follows an accounting alternative as provided for in FASB Accounting Standards Update 2014-07, Consolidation (Topic 810): *Applying Variable Interest Entities Guidance to Common Control Leasing Arrangements*. Pursuant to this accounting alternative, the Company has elected not to consolidate the above VIE in the accompanying consolidated financial statements. Management believes that this presentation more accurately reflects the overall financial status of the Company and will continue to review the relationship between the VIE and the Company to assure that it continues to meet the criteria for applying this alternative accounting policy.

Notes receivable, affiliate consists of three notes receivable from Gartlan. One of these notes is an installment note receivable with a balance of \$337,000 and \$374,000 at May 31, 2020 and May 26, 2019, respectively, with interest at 4.51%, due in monthly installments of \$4,248 through November 2027. The remaining two notes are balloon notes, with interest ranging from 1.60% to 2.72%, with principal of \$835,000 at May 31, 2020 and May 26, 2019, due on various dates through May 2023.

Lutz

Godfather's Pizza, Inc. and Subsidiaries

**Consolidated Financial Statements and
Independent Auditors' Report**

May 26, 2019 and May 27, 2018



Godfather's Pizza, Inc. and Subsidiaries

Index

	Page
Independent Auditors' Report	1
Consolidated Financial Statements	
Consolidated Balance Sheets	2-3
Consolidated Statements of Income	4
Consolidated Statements of Stockholders' Equity	5
Consolidated Statements of Cash Flows	6-7
Notes to Consolidated Financial Statements	8-17

INDEPENDENT AUDITORS' REPORT

Board of Directors and Management
Godfather's Pizza, Inc. and Subsidiaries
Omaha, Nebraska

Report on the Consolidated Financial Statements

We have audited the accompanying consolidated financial statements of Godfather's Pizza, Inc. and Subsidiaries, which comprise the consolidated balance sheets as of May 26, 2019 and May 27, 2018, and the related consolidated statements of income, stockholders' equity, and cash flows for the years then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Consolidated Financial Statements

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

Auditors' Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Godfather's Pizza, Inc. and Subsidiaries as of May 26, 2019 and May 27, 2018, and the results of their operations and their cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.



July 31, 2019

LUTZ & COMPANY, PC

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Godfather's Pizza, Inc. and Subsidiaries

Consolidated Balance Sheets

May 26, 2019 and May 27, 2018

ASSETS		
	<u>2019</u>	<u>2018</u>
CURRENT ASSETS		
Cash and Cash Equivalents	\$ 2,917,000	\$ 2,374,000
Net Receivables	539,000	406,000
Due from Affiliate	971,000	772,000
Current Portion of Notes Receivable		
Affiliate	37,000	37,000
Other	17,000	6,000
Inventories	69,000	71,000
Prepaid Expenses	147,000	120,000
Refundable Income Taxes	6,000	-
Total Current Assets	4,703,000	3,786,000
PROPERTY AND EQUIPMENT, NET	2,103,000	2,067,000
OTHER ASSETS		
Franchise Rights and Trademarks	3,073,000	3,073,000
Goodwill, Net	1,139,000	1,406,000
Notes Receivable, Less Current Portion		
Affiliate	1,172,000	1,207,000
Other	70,000	25,000
Other Assets	189,000	198,000
Total Other Assets	5,643,000	5,909,000
TOTAL ASSETS	\$ 12,449,000	\$ 11,762,000

See Notes to Consolidated Financial Statements.

Godfather's Pizza, Inc. and Subsidiaries

Consolidated Balance Sheets

May 26, 2019 and May 27, 2018

LIABILITIES		
	<u>2019</u>	<u>2018</u>
CURRENT LIABILITIES		
Current Portion of Long-Term Debt	\$ 341,000	\$ 340,000
Reserve for Restaurant Closings	-	7,000
Accounts Payable	667,000	765,000
Other Accrued Liabilities	1,989,000	1,936,000
Income Taxes Payable	-	92,000
Total Current Liabilities	2,997,000	3,140,000
LONG-TERM LIABILITIES		
Long-Term Debt, Less Current Portion	253,000	413,000
Other Long-Term Liabilities	585,000	591,000
Deferred Income Taxes	842,000	849,000
Total Long-Term Liabilities	1,680,000	1,853,000
Total Liabilities	4,677,000	4,993,000
STOCKHOLDERS' EQUITY		
COMMON STOCK		
\$.01 Par Value, Authorized, 1,000,000 Shares		
Issued, 200,000 Shares; and Outstanding, 96,647 Shares		
and 96,639 Shares, Respectively	2,000	2,000
ADDITIONAL PAID IN CAPITAL	584,000	581,000
RETAINED EARNINGS	9,347,000	8,328,000
	9,933,000	8,911,000
TREASURY STOCK, AT COST	(2,161,000)	(2,142,000)
Total Godfather's Pizza, Inc. Stockholders' Equity	7,772,000	6,769,000
TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY	\$ 12,449,000	\$ 11,762,000

See Notes to Consolidated Financial Statements.

Godfather's Pizza, Inc. and Subsidiaries

Consolidated Statements of Income

Years Ended May 26, 2019 and May 27, 2018

	<u>2019</u>	<u>2018</u>
REVENUES		
Sales by Company-Operated Restaurants	\$ 8,562,000	\$ 9,164,000
Franchise Revenues	6,988,000	6,584,000
Licensed Product Revenues	492,000	235,000
International Franchise Revenues	4,000	-
Total Revenues	16,046,000	15,983,000
COST OF SALES AND RESTAURANT OPERATING COSTS	8,217,000	9,135,000
GROSS PROFIT	7,829,000	6,848,000
GENERAL AND ADMINISTRATIVE EXPENSES	6,542,000	6,009,000
Income from Operations	1,287,000	839,000
OTHER INCOME AND EXPENSE		
Other Income	108,000	152,000
Interest Expense	(81,000)	(92,000)
Gain on Sale of Property and Equipment	36,000	3,000
Total Other Income and Expense	63,000	63,000
Income before Provision for Income Taxes	1,350,000	902,000
PROVISION FOR INCOME TAXES	331,000	(111,000)
NET INCOME	\$ 1,019,000	\$ 1,013,000

See Notes to Consolidated Financial Statements.

Godfather's Pizza, Inc. and Subsidiaries

Consolidated Statements of Stockholders' Equity

Years Ended May 26, 2019 and May 27, 2018

	<u>Common Stock</u>	<u>Additional Paid In Capital</u>	<u>Retained Earnings</u>	<u>Treasury Stock</u>	<u>Total Stockholders' Equity</u>
BALANCES, May 28, 2017	\$ 2,000	\$ 581,000	\$ 7,315,000	\$ (1,845,000)	\$ 6,053,000
Net Income	-	-	1,013,000	-	1,013,000
Purchase of Treasury Stock	-	-	-	(297,000)	(297,000)
BALANCES, May 27, 2018	2,000	581,000	8,328,000	(2,142,000)	6,769,000
Net Income	-	-	1,019,000	-	1,019,000
Sale of Treasury Stock	-	3,000	-	4,000	7,000
Purchase of Treasury Stock	-	-	-	(23,000)	(23,000)
BALANCES, May 26, 2019	\$ 2,000	\$ 584,000	\$ 9,347,000	\$ (2,161,000)	\$ 7,772,000

See Notes to Consolidated Financial Statements.

Godfather's Pizza, Inc. and Subsidiaries

Consolidated Statements of Cash Flows

Years Ended May 26, 2019 and May 27, 2018

	<u>2019</u>	<u>2018</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Net Income	\$ 1,019,000	\$ 1,013,000
Adjustments to Reconcile Net Income to		
Net Cash Provided by Operating Activities		
Depreciation and Amortization	756,000	813,000
Gain on Sale of Property and Equipment	(36,000)	(3,000)
Adjustment of Reserve for Restaurant Closings	-	7,000
Net Cash Used for Reserve for Restaurant Closings	(7,000)	-
Deferred Income Taxes	(7,000)	(400,000)
Decrease (Increase) in Assets:		
Net Receivables	(133,000)	(48,000)
Due from Affiliate	(199,000)	(159,000)
Inventories	2,000	6,000
Prepaid Expenses	35,000	71,000
Refundable Income Taxes	(6,000)	15,000
Other Assets	9,000	(6,000)
Increase (Decrease) in Liabilities:		
Accounts Payable	(98,000)	218,000
Income Taxes Payable	(92,000)	92,000
Other Accrued Liabilities	53,000	155,000
Other Long-Term Liabilities	(6,000)	23,000
Net Cash Provided by Operating Activities	1,290,000	1,797,000
CASH FLOWS FROM INVESTING ACTIVITIES		
Proceeds from Sale of Property and Equipment	86,000	-
Purchase of Property and Equipment	(482,000)	(657,000)
Payments Received on Notes Receivable	41,000	41,000
Net Cash Used in Investing Activities	(355,000)	(616,000)
CASH FLOWS FROM FINANCING ACTIVITIES		
Payments on Long-Term Debt	(376,000)	(377,000)
Sale of Treasury Stock	7,000	-
Purchase of Treasury Stock	(23,000)	(297,000)
Net Cash Used in Financing Activities	(392,000)	(674,000)
Net Increase in Cash and Cash Equivalents	543,000	507,000
Cash and Cash Equivalents, Beginning of Year	2,374,000	1,867,000
Cash and Cash Equivalents, End of Year	\$ 2,917,000	\$ 2,374,000

See Notes to Consolidated Financial Statements.

Godfather's Pizza, Inc. and Subsidiaries

Consolidated Statements of Cash Flows

Years Ended May 26, 2019 and May 27, 2018

	<u>2019</u>	<u>2018</u>
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION		
Interest Paid	\$ 81,000	\$ 92,000
Income Taxes Paid, Net	436,000	182,000
NONCASH INVESTING AND FINANCING ACTIVITIES		
Long-Term Debt Incurred to Purchase Property and Equipment	\$ 155,000	\$ 81,000
Long-Term Debt Incurred to Prepay Insurance	62,000	65,000
Issuance of Note Receivable, Other for		
Sale of Property and Equipment	62,000	-

See Notes to Consolidated Financial Statements.

Godfather's Pizza, Inc. and Subsidiaries

Notes to Consolidated Financial Statements

May 26, 2019 and May 27, 2018

1. Summary of Significant Accounting Policies

Principles of Consolidation

The consolidated financial statements include the accounts of Godfather's Pizza, Inc. and its wholly-owned subsidiaries GPBCM, Inc. and GPTB, Inc., collectively (the "Company"), which are under common ownership and control. All significant intercompany accounts and transactions have been eliminated in consolidation.

Nature of Business

Godfather's Pizza, Inc. was incorporated under the laws of the State of Delaware in June 1985 and was formed to operate and franchise a concept servicing pizza and other food products.

GPBCM, Inc. was incorporated under the laws of the State of Nebraska in May 2013 and is utilized to operate programs to license the sale of pizza products in retail outlets, convenience stores and other non-traditional locations.

GPTB, Inc. was incorporated under the laws of the State of Nebraska in May 2013 and is utilized to franchise a concept serving pizza and other food products internationally. There is one international subfranchised location as of May 26, 2019.

The following is a summary of restaurants operated by the Company and its franchisees at May 26, 2019 and May 27, 2018:

	<u>Company Operated</u>	<u>Franchisees</u>	<u>Total</u>
Open, May 28, 2017	<u>13</u>	<u>501</u>	<u>514</u>
Openings	-	51	51
Net Transfers	-	-	-
Closings	<u>(1)</u>	<u>(16)</u>	<u>(17)</u>
Open, May 27, 2018	<u>12</u>	<u>536</u>	<u>548</u>
Openings	-	43	43
Net Transfers	(1)	1	-
Closings	<u>-</u>	<u>(22)</u>	<u>(22)</u>
Open, May 26, 2019	<u>11</u>	<u>558</u>	<u>569</u>

The Company reserves for future costs associated with closed restaurants. Annually, management reviews and evaluates Company operations to determine if additional restaurants are to be included in the reserve.

Godfather's Pizza, Inc. and Subsidiaries

Notes to Consolidated Financial Statements

May 26, 2019 and May 27, 2018

Fiscal Year

The Company's fiscal year ends on the last Sunday in May.

Use of Estimates

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

Advertising Costs

The cost of advertising is expensed as incurred. Advertising costs were approximately \$265,000 and \$330,000 for the years ended May 26, 2019 and May 27, 2018, respectively.

Cash and Cash Equivalents

The Company maintains zero balance accounts as a part of their cash management. Checks not yet presented for payment are included in accounts payable and totaled approximately \$246,000 and \$183,000 at May 26, 2019 and May 27, 2018, respectively. For purposes of the consolidated statements of cash flows, the Company considers all investments with an original maturity of three months or less to be cash and cash equivalents.

Concentration of Credit Risk

The Company has two types of financial instruments subject to credit risk. The Company maintains bank accounts in which the balances sometimes exceed the Federal Deposit Insurance Corporation (FDIC) limit of \$250,000. At May 26, 2019 and May 27, 2018, there were cash balances in excess of FDIC limits at the bank of approximately \$2,460,000 and \$1,960,000, respectively.

Net receivables also subject the Company to credit risk.

Inventories

Inventories are stated at the lower of cost (first-in, first-out method) or net realizable value and consist primarily of restaurant food items and paper supplies.

Property and Equipment

Property and equipment are stated at cost with depreciation and amortization computed on the straight-line method over the assets' estimated useful lives. Upon sale or retirement of property and equipment, the related costs and accumulated depreciation and amortization are removed from the accounts and any related gain or loss is reflected currently.

Godfather's Pizza, Inc. and Subsidiaries

Notes to Consolidated Financial Statements

May 26, 2019 and May 27, 2018

Major classes of property and equipment at May 26, 2019 and May 27, 2018 are as follows:

	<u>2019</u>	<u>2018</u>
Land	\$ 76,000	\$ 76,000
Buildings	159,000	159,000
Leasehold Improvements	3,081,000	3,068,000
Equipment	4,868,000	5,850,000
	<u>8,184,000</u>	<u>9,153,000</u>
Less Accumulated Depreciation and Amortization	6,081,000	7,086,000
	<u>\$ 2,103,000</u>	<u>\$ 2,067,000</u>

Other Intangible Assets and Goodwill

The Company's intangible assets consist of franchise rights, trademarks and goodwill, which represent the value assigned to those assets. The Company determined that franchise rights and trademarks were deemed to have indefinite useful lives. Accordingly, the Company does not amortize these intangibles. The Company reviews the carrying amount of their franchise rights and trademarks for possible impairment at least annually and whenever events or changes in circumstances indicate that the carrying amount may not be recoverable.

Goodwill represents the carrying amount of the cost in excess of net assets acquired. The Company follows FASB Accounting Standards Update 2014-02, *Intangibles – Goodwill and Other (Topic 350): Accounting for Goodwill*, which allows the Company to amortize goodwill prospectively on a straight-line basis up to ten years. Management believes that this method more accurately reflects periodic results of operations and has elected to amortize its existing goodwill over ten years, which represents the estimated useful life. Accordingly, amortization expense of \$267,000 and \$266,000 was recorded during the years ended May 26, 2019 and May 27, 2018, respectively, in the accompanying consolidated statements of income. The Company will continue to review goodwill for possible impairment when a triggering event has occurred. Amortization expense over the next four years is anticipated to be approximately \$266,000 annually.

Goodwill, Net of Accumulated Amortization is as follows at May 26, 2019 and May 27, 2018:

	<u>2019</u>	<u>2018</u>
Balance, Beginning of Period	\$ 2,663,000	\$ 2,663,000
Less Accumulated Amortization	<u>(1,524,000)</u>	<u>(1,257,000)</u>
Balance, End of Period	<u>\$ 1,139,000</u>	<u>\$ 1,406,000</u>

Godfather's Pizza, Inc. and Subsidiaries

Notes to Consolidated Financial Statements

May 26, 2019 and May 27, 2018

Income Taxes

The Company follows an asset and liability approach to financial accounting and reporting for income taxes. Deferred income tax assets and liabilities are computed annually for differences between financial statement and tax bases of assets and liabilities that will result in taxable or deductible amounts in the future based on enacted tax laws and statutory rates applicable to the periods in which the differences are expected to affect taxable income. The Company follows FASB Accounting Standards Update 2015-17, *Income Taxes (Topic 740): Balance Sheet Classification of Deferred Taxes*, which requires the Company to classify deferred tax assets and liabilities as non-current amounts. Valuation allowances are established when necessary to reduce deferred tax assets to the amount expected to be realized. Income tax expense or benefit is the tax payable or refundable for the period plus or minus the change during the period in deferred tax assets and liabilities.

The Company follows the provisions of FASB Codification Topic 740-10 related to uncertain income tax positions. When income tax returns are filed, it is highly certain that some positions would be sustained upon examination by the taxing authorities, while others may be subject to uncertainty about the merits of the position taken or the amount of the position that would ultimately be sustained. The benefit of a tax position is recognized in the Company's consolidated financial statements in the period during which, based on all available evidence, management believes it is more likely than not that the position will be sustained upon examination, including the resolution of appeals or litigation processes, if any. Tax positions taken are not offset or aggregated with other positions. Tax positions that meet the more-likely-than-not recognition threshold would be measured as the largest amount of tax benefit that is more than 50 percent likely of being realized upon settlement with the applicable taxing authority. The portion of the benefits associated with tax positions taken that exceeds the amount measured as described above would be reflected as a liability for unrecognized tax benefits in the accompanying Company's consolidated balance sheet along with any associated interest and penalties that would be payable to the taxing authorities upon examination. Interest and penalties associated with unrecognized tax benefits would be classified as additional income taxes in the consolidated statement of income.

Management believes it is more likely than not that the benefits recognized from tax positions taken on the Company's consolidated financial statements will be sustained upon examination, including the resolution of appeals or litigation processes, if any. Accordingly, no liability for unrecognized tax benefits is reflected on the accompanying consolidated balance sheets.

The Company believes it is no longer subject to income tax examinations by federal, state, or local tax authorities for years ending before May 29, 2016.

Franchise Operations

The Company records initial franchise fees as revenue when the Company has performed its service requirements, normally concurrent with the opening of a restaurant.

Godfather's Pizza, Inc. and Subsidiaries

Notes to Consolidated Financial Statements

May 26, 2019 and May 27, 2018

Continuing franchise fees are determined as a percentage of franchise restaurant sales. These fees are recognized as revenue in the period sales are earned by the franchisee. The Company does not require collateral for these receivables because they are generally collected within their normal terms of 30 days.

The Company provides franchise personnel whose responsibilities are to support and assist franchise restaurant owners and operators. In addition, franchise owners receive assistance in construction and remodeling consultation and marketing from other Company personnel who also furnish these services to Company-operated restaurants. Costs and expenses related to the above franchise services are approximately 44% of general and administrative expenses for 2019 and 2018.

Subsequent Events

Subsequent events are events or transactions that occur after the consolidated balance sheet date, but before the consolidated financial statements are available to be issued and may require potential recognition or disclosure in the Company's consolidated financial statements. Management has considered such events or transactions through July 31, 2019, noting no items for disclosure.

2. Notes Receivable, Other

Notes Receivable, Other consists of the following at May 26, 2019 and May 27, 2018:

	<u>2019</u>	<u>2018</u>
Note receivable from a corporation, payable in monthly installments of \$705, including interest at 7.00%, through September 2022. This note is collateralized by certain property and equipment and the personal guarantee of the owner of the corporation.	\$ 25,000	\$ 31,000
Note receivable from a corporation, payable in monthly installments of \$1,194, including interest at 5.50%, through June 2021. This note is collateralized by certain property and equipment and the personal guarantee of the owner of the corporation.	62,000	-
Total Notes Receivable, Other	87,000	31,000
Less Current Portion	17,000	6,000
Notes Receivable, Other, Less Current Portion	<u>\$ 70,000</u>	<u>\$ 25,000</u>

Godfather's Pizza, Inc. and Subsidiaries

Notes to Consolidated Financial Statements

May 26, 2019 and May 27, 2018

At May 26, 2019, the combined aggregate maturities for all notes receivable, other are as follows:

<u>Year Ending,</u>	
2020	\$ 17,000
2021	19,000
2022	48,000
2023	3,000
	<u>\$ 87,000</u>

3. Long-Term Debt and Credit Arrangements

Long-term debt consists of the following at May 26, 2019 and May 27, 2018:

	<u>2019</u>	<u>2018</u>
Note payable to a corporation, due in monthly installments of \$893 through November 2020, including interest at 8.50%. This note is collateralized by all leasehold improvements, furnishings, fixtures and equipment of a restaurant located in Omaha, Nebraska.	\$ 15,000	\$ 24,000
Various capitalized lease obligations payable to a corporation, due in monthly installments ranging from \$335 to \$2,859, including interest ranging from 2.33% to 17.45% due at various times through May 2024, collateralized by certain equipment.	438,000	479,000
Note payable to a corporation, due in monthly installments of \$9,478 through March 2020, which includes interest at 3.00%. This note is collateralized by all assets of certain restaurants located in Council Bluffs, Iowa.	112,000	220,000
Insurance note payable to a corporation, due in monthly installments at \$6,178 through October 2018, including interest of 8.49%, collateralized by certain insurance policies. This note was paid in full during 2019.	-	30,000
Insurance note payable to a corporation, due in monthly installments at \$5,957 through November 2019, including interest of 9.64%, collateralized by certain insurance policies.	29,000	-
Total Long-Term Debt	594,000	753,000
Less Current Portion	341,000	340,000
Long-Term Debt, Less Current Portion	<u>\$ 253,000</u>	<u>\$ 413,000</u>

Godfather's Pizza, Inc. and Subsidiaries

Notes to Consolidated Financial Statements

May 26, 2019 and May 27, 2018

At May 26, 2019, the combined aggregate maturities for all long-term debt are as follows:

<u>Year Ending,</u>	
2020	\$ 341,000
2021	139,000
2022	55,000
2023	34,000
2024	25,000
	<u>\$ 594,000</u>

Certain financing arrangements contain various restrictive covenants. The Company was in compliance with all covenants at May 26, 2019 and May 27, 2018.

The Company secured a letter of credit agreement with a bank in the amount of \$50,000 for the purpose of covering any potential workman's compensation claims from formerly owned and operated restaurants in the State of Washington. This letter of credit matured during 2019 and was not renewed. There were no amounts drawn on this letter of credit at May 27, 2018.

The Company maintains a \$350,000 revolving bank line of credit due September 2019, with an interest rate at the bank prime rate less 0.50% (the bank prime rate was 6.50% at May 26, 2019), but not less than 4%, collateralized by substantially all business assets of the Company. There were no outstanding borrowings at May 26, 2019 and May 27, 2018.

4. Leases - Commitments

The Company leases certain land, buildings and equipment under long-term operating lease agreements which expire on various dates through 2024. Certain leases contain provisions for additional rent based on a percentage of sales. Most of the leases require the Company to pay maintenance, insurance and property taxes. Most of the leases also contain renewal options.

Total rent expense under operating leases included in the consolidated statements of income amounted to \$1,003,000 in 2019 and \$1,040,000 in 2018.

Future minimum lease payments for the years ending after May 26, 2019 on leases having an initial term greater than one year are as follows:

<u>Year Ending,</u>	
2020	\$ 972,000
2021	767,000
2022	277,000
2023	116,000
2024	36,000
	<u>\$ 2,168,000</u>

Godfather's Pizza, Inc. and Subsidiaries

Notes to Consolidated Financial Statements

May 26, 2019 and May 27, 2018

5. Income Taxes

The components of the provision for income taxes are as follows:

	<u>2019</u>	<u>2018</u>
Current Income Tax Expense	\$ 338,000	\$ 289,000
Deferred Income Tax Benefit		
Reversal of Temporary Differences	(7,000)	42,000
Revaluation from Enacted Tax Rate	-	(442,000)
Total Deferred Income Tax Benefit	<u>(7,000)</u>	<u>(400,000)</u>
Provision for Income Taxes	<u>\$ 331,000</u>	<u>\$ (111,000)</u>

On December 22, 2017, the *Tax Cuts and Jobs Act* was signed into law. The enacted law reduced the federal corporate tax rate from 35% to 21% for tax years beginning after December 31, 2017. A prorated tax rate was applied to the income tax provision for the year ended May 27, 2018. As a result of the enacted law, the Company revalued deferred tax assets and liabilities at May 27, 2018 to the enacted tax rate and reflected that change in its consolidated financial statements for the period ending May 27, 2018 since the deferred tax items would be expected to reverse at the reduced rate.

The revaluation was recorded in the provision for income taxes in the accompanying consolidated statements of income for the year ended May 27, 2018, which resulted in an approximate \$442,000 decrease to the Company's net deferred income tax liabilities. If the former federal corporate tax rate had been utilized, the Company would have had an approximately \$42,000 net deferred income tax expense instead of approximately \$400,000 net deferred income tax benefit for the year ended May 27, 2018.

Temporary differences and carry-forwards which give rise to a significant portion of deferred tax assets and liabilities are as follows:

	<u>2019</u>	<u>2018</u>
Deferred Tax Assets (Liabilities)		
Deferred Compensation	\$ 146,000	\$ 148,000
Depreciation	(283,000)	(271,000)
Incentive Pay	101,000	76,000
Intangible Amortization	(768,000)	(768,000)
Reserve for Restaurant Closings and Other Liabilities	(16,000)	(11,000)
Other, Net	(22,000)	(23,000)
Total Net Deferred Tax Liability	<u>\$ (842,000)</u>	<u>\$ (849,000)</u>

Godfather's Pizza, Inc. and Subsidiaries

Notes to Consolidated Financial Statements

May 26, 2019 and May 27, 2018

6. Commitments and Contingencies

Stockholder Agreements

The Company is committed under an Executive Stock Purchase Agreement with certain executives to repurchase up to 3,647 shares of common stock in the event of their termination. The repurchase price is equivalent to the executive's original purchase price (which was \$62,000 at May 26, 2019) plus interest ranging from 5% to 10% per annum from the date of original purchase. Under certain circumstances, an additional severance amount of up to one year of a terminated executive's salary could be paid under the agreement. Under this agreement, the Company repurchased 200 shares for \$23,000 in 2019 and 2,148 shares for \$297,000 in 2018.

Deferred Compensation Plan

The Company has a Deferred Compensation Plan, which includes two executives. This liability includes amounts deferred by the executives plus interest based on a bond index rate. The deferred liability will be paid to the executives upon their termination from employment or death. During 2019, payments to a certain executive were initiated upon retirement and will be made in monthly installments of approximately \$6,000, including interest at 4.29%, through December 2022. Payments totaled approximately \$30,000 for the year ended May 26, 2019. The amount of the liability for both executives was \$585,000 at May 26, 2019 and \$591,000 at May 27, 2018. These amounts are included in Other Long-Term Liabilities.

Litigation

The Company is a party to legal proceedings arising in the ordinary course of its business. In the opinion of management and its legal counsel, disposition of these matters will not materially affect the Company's consolidated financial position or results of operations.

7. Affiliated Entity

The Company leases office space from and provides management services for Gartlan Real Estate Holdings, LLC, an affiliated company through common ownership. Monthly rent is approximately \$24,000 with the lease term through December 2020. Lease payments under this lease agreement are included in the future minimum lease payments disclosed in Note 4. Rent expenditure related to this lease was approximately \$288,000 for the years ended May 26, 2019 and May 27, 2018.

The Company has concluded that Gartlan Real Estate Holdings, LLC qualifies as a variable interest entity (VIE) due to the fact that the Company guarantees certain debt obligations of this entity and the Company makes rental payments through the lease agreement described above. Gartlan Real Estate Holdings, LLC is an operating entity formed to own the land and a building to be used as the Company's office which is then leased to the Company for use in the ordinary course of business. At May 26, 2019 and May 27, 2018, the Company is potentially liable for Gartlan Real Estate Holdings, LLC's long-term debt of approximately \$1,537,000 and \$1,677,000, respectively, which carries an interest rate ranging from 3.125% to 3.50% and a maturity of July 2020, as the Company acts as the guarantor on this debt.

Godfather's Pizza, Inc. and Subsidiaries

Notes to Consolidated Financial Statements

May 26, 2019 and May 27, 2018

The Company follows an accounting alternative as provided for in FASB Accounting Standards Update 2014-07, Consolidation (Topic 810): Applying Variable Interest Entities Guidance to Common Control Leasing Arrangements. Pursuant to this accounting alternative, the Company has elected not to consolidate the above VIE in the accompanying consolidated financial statements. Management believes that this presentation more accurately reflects the overall financial status of the Company and will continue to review the relationship between the VIE and the Company to assure that it continues to meet the criteria for applying this alternative accounting policy.

Notes receivable, affiliate consists of three notes receivable from Gartlan Real Estate Holdings, LLC. One of these notes is an installment note receivable with a balance of \$374,000 and \$407,000 at May 26, 2019 and May 27, 2018, respectively, with interest at 4.51%, due in monthly installments of \$4,248 through November 2027. The remaining two notes are balloon notes, with interest ranging from 0.96% to 2.72%, with principal of \$835,000 at May 26, 2019 and May 27, 2018, due on various dates through May 2020.

8. Change in Accounting Estimate – Gift Card Breakage

The Company's policy is to periodically review the methodology used to recognize breakage revenue. This review during 2018 indicated that the Company should be recognizing breakage revenue on unredeemed gift cards. As a result, effective May 29, 2017, all gift cards that had been unused for over five years were recognized to revenue. The effect of this change in estimate was to record additional income of \$68,000 at May 27, 2018, which is included in other income on the accompanying consolidated statements of income.

Lutz

FULL SERVICE RESTAURANT ("FSR") OPERATIONS MANUAL**Table of Contents****SECTION ONE – COMPLIANCE**

Manual Holders Certificate.....	1
Manual Review/Update Process.....	2
Manual Feedback Form	3-4

SECTION TWO – COMPANY STRATEGY

MVP.....	1
GPI Strategy	2
M = Mission Statement	3
Profitably	4
Consistency.....	5
Good Food	6
Service	7
V = Values.....	8-9
P = Positioning Statement	10
Summary	11
Brand Standards.....	12
Hours of Operation	13

SECTION THREE – INGREDIENT PREPARATION

Food Safety	1-6
Core Ingredients.....	7
Original Dough	8-14
Original Dough Shells	14-17
Golden Dough.....	18-23
Golden Dough Shells	24-26
Thin Crust Shells.....	27-28
Dough Calibration	29-30
Original Pizza Sauce.....	31
Taco Pizza Sauce.....	32-33
Taco Sauce Packets.....	33
Marinara Sauce.....	34-35
Marinara Cups.....	36-37
Block Cheddar.....	38-39
Pre-Shredded Cheddar.....	39-40
50/50 Cheese Mix	41
Frozen Mozzarella.....	41-45

Mozzarella.....	45-46
Trouble Shooting Guide Performance Plus and Block Cheese	47-49
Seasoned Cheese.....	49
Parmesan Cheese Packets.....	50
Meats.....	51
Bacon Bits.....	52
Beef, Italian Sausage, Sausage.....	52
Pepperoni, Pizza Ham, Diced Ham.....	53
Bacon Strips.....	53-54
Grilled Chicken Breast Strips	54-55
Green Peppers	55-57
Jalapeno Peppers	58-59
Mushrooms.....	59-62
Olives.....	63-64
Onions.....	64-66
Pineapple.....	67-68
Lettuce.....	69-70
Tomatoes.....	71-72
Pre-Diced Tomatoes.....	72-73
Crushed Red Pepper Packets.....	74
Sour Cream.....	75
Pickles	75-76
Breadstick Oil	76-77
Scratch Cinnamon Sugar Mix	77-78
Maketable Setup	79
SECTION FOUR – PRODUCT PREPARATION	
Core Product.....	1
Portion Control.....	2-4
Portion Control Weight Standards Chart.....	5
Original Crust Pizza.....	6-8
Golden Crust Pizza.....	9-10
Thin Crust Pizza.....	11-12
Baking/Cut Table.....	13
Internal Temperature Calibration.....	14
Belt Speed Measurement Procedures	15-18
Browning Chart	19
Pizza Cutting.....	20-24

SECTION FOUR - CONTINUED

Estimated Oven Capacities per Hour, Per Oven	25
Pizza Baking Troubleshooting.....	26-29
Seasoning Pans.....	30
Breadstick.....	31-32
Cheesesticks.....	32-34
Garlic Bread and Garlic Bread with Cheese.....	35-36
Chicken Wings – Breaded.....	37
Chicken Wings – Glazed	38
Oven Roasted Wings	39-41
Boneless Chicken Wings	41-44
Seasoned Potato Wedges	44-46
Cinnamon Streusel Pizza	47-48
Icing.....	48-50
Pre-made Streusel Topping.....	50
Scratch Streusel.....	50-52
Fruit Pizza	52-53
Fruit Topping	53-54
Monkey Bread.....	54-58
Calzones	59-61

SECTION FIVE – SERVICE

Employee Standard	1
Order Taking.....	1-3
Guest Check.....	4-5
Delivery Ticket.....	6-11
Pricing Orders.....	12-13
Buffet.....	14-19
Salad Bar	20-25
Alcohol	26
Soft Drinks	27-28
Coffee	29-30
Brewed Tea	31-32
Milk	33
Customer Service	34-35
Carryout Window	36

SECTION SIX – APPROVED INGREDIENT AND PACKAGING

Supply Management	1-2
Product Complaints	3
Approved Distributors	4-10
Approved Suppliers.....	11-21

SECTION SEVEN – RESTAURANT MAINTENANCE

Equipment Temperature Chart	1
Coffee Machine	2
Soft Drink Dispenser	2-4
Free Style Coke Machine	5-6
Carbo Charger	7-8
Dishwasher	9-12
Dough Mixer	13-15
Dough Roller	16-17
Hot Water Heater	18-19
Heating Ventilation and Air Conditioning	19
Maketable	20-21
Ovens	22-35
Edge Oven	36-40
Can Opener	41
Fire Extinguishers.....	41
Fire Sprinkler Systems	42
Fire Safety Hood System	42
Garbage Disposal	43
Bunn Hot Water System	43-44
Scales	44
Facilities Maintenance	45-47

SECTION EIGHT – INSURANCE AND CRISIS

Insurance Coverage	1-2
Public Liability Reporting	2-10
Occupational Safety and Health Administration (OSHA)	11-14
Bomb Threat Procedures.....	14-16
Robbery	16-18
Crisis Communication System	18-19
Safety	20-25
Food Safety.....	26-36

SECTION NINE – BROASTER CHICKEN

Side Item Core Ingredients	1-2
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SECTION NINE – CONTINUED

Baked Beans	3
Biscuits & Gravy	4-5
Corn & Green Beans	5-7
Mashed Potatoes & Gravy	7-8
Twice Baked Potato Casserole	8-10
BBQ Chicken/Buffalo Chicken Asian Zing ...	10-11
Cheesy Potatoes	11-13
Buffet Macaroni & Cheese	13-14
Sausage Patty	15
Cinnamon Rolls	16-18
Breakfast Pizzas.....	18-20
Buffet Marinara Sauce	20
Meatballs	21
Pulling Cooked Chicken	22
Chicken Alfredo Pasta portion card	23
Mediterranean Chicken Pasta portion card	24
Chicken Pot Pie portion card	25
Receiving Chicken	26
Storage of Chicken	26
Trimming & Rinsing of Chicken	27
Breading & Broasting Chicken	28-29
Broasting Potato Wedges	29
Marinating Chicken	30-31
Chicken Prep List	32
Broaster Pressure Fryer Daily Operations	33
Broaster Pressure Fryer Filtering	
Using Bro-Clean	34
Broaster Pressure Fryer Filtering	
Using XL Filtering Compound	35-36
Oil Maintenance & Testing	36
Draining & Cleaning the Cooking Well	37-38
Guest Checks	1-2
Booked Delivery	3-7
Buffet with Broaster Chicken	8-16
Ice Cream Machine	1
Broaster Pressure Fryer	2

SECTION TEN – HANDCRAFTED THIN

Core Ingredient List	1
Original Dough	2-6
Original Dough Shells	7-9
Golden Dough	10-13
Golden Dough Shells	14-16
Handcrafted Thin Crust	17-21
Handcrafted Thin Shells	22-24
Feta Cheese	25
Meats	26
Chicken Sausage	27
Marinated Tomato	27-28
Caramelized Onions	29
Black Beans	30
Artichokes	30-31
Red Onions	31-33
Fresh Spinach	34
Green Chilies	34-35
Corn	36
Portion Control	1-4
Handcrafted Pizza	5-6
Guest Check	1-8

SECTION ELEVEN – INDIVIDUAL PIZZAS

Core Ingredient List	1
Original Dough	2-6
Original Dough Shells	6-9
Golden Dough	10-15
Golden Dough Shells	16-18
Portion Control	1-4
Pizza Cutting	5-10
Guest Check	1-7

Table of Contents

SECTION ONE – COMPLIANCE

Manual Holders Certificate.....	1
Manual Review/Update Process.....	2
Manual Feedback Form	3-4

SECTION TWO – COMPANY STRATEGY

MVP.....	1
GPI Strategy	2
M = Mission Statement	3
Profitably	4
Consistency.....	5
Good Food	6
Service	7
V = Values.....	8-9
P = Positioning Statement	10
Summary	11
Brand Standards.....	12
Hours of Operation	13

SECTION THREE – INGREDIENT PREPARATION

Food Safety	1-6
Core Ingredients.....	7
Frozen Golden Crust Shell	8-11
Thin Crust Shells	12-13
Original Pizza Sauce.....	14
Taco Pizza Sauce.....	15-16
Taco Sauce Packets.....	17
Marinara Sauce.....	17-18
Marinara Sauce Cups.....	19-20
Pre Shredded Cheddar.....	21-22
50/50 Cheese Mix	23
Frozen Mozzarella.....	23-27
Mozzarella	27-31
Seasoned Cheese Mix.....	31-32
Parmesan Cheese Packets.....	32

Meats	33
Bacon Bits	34
Beef, Italian Sausage, Sausage.....	34
Pepperoni, Pizza Ham, Diced Ham.....	35
Bacon Strips.....	35-36
Grilled Chicken Breast Strips	36-37
Green Peppers	38-40
Jalapeño Peppers.....	41-42
Mushrooms.....	42-44
Olives.....	45-46
Onions.....	46-48
Pineapple.....	49-50
Lettuce.....	51-52
Tomatoes.....	53-54
Pre-Diced Tomatoes.....	54-55
Crushed Red Pepper Packets.....	56
Sour Cream.....	57
Pickles	57-58
Scratch Cinnamon Sugar Mix	58-59
Breadstick Oil	59-60
Maketable Setup.....	61

SECTION FOUR – PRODUCT PREPARATION

Core Product.....	1
Portion Control.....	2-4
Portion Control Weight Standards Chart.....	5
Golden Crust Pizza	6-8
Thin Crust Pizza.....	9-10
Pizza Baking.....	11
Internal Temperature Calibration.....	12
Belt Speed Measurement Procedures.....	12-16
Browning Chart.....	17
Pizza Cutting.....	18-21
Estimated Oven Capacities per Hour, per Oven...22	
Baking Troubleshooting Guide	22-24
Baking Specifications	25-28
Seasoning Pans	29

SECTION FOUR – CONTINUED

Garlic Bread and Garlic Bread with Cheese.....	30-31
Breadsticks	32-33
Cheesesticks.....	33-35
Wings.....	36-37
Oven Roasted Wings.....	37-40
Boneless Chicken Wings.....	40-43
Chicken Tenders	43-45
Popcorn Chicken	45-46
Seasoned Potato Wedges	47-48
Cinnamon Streusel Pizza	49-50
Icing.....	50-52
Pre-made Streusel Topping.....	52
Fruit Pizza	52-53
Fruit Toppings.....	53-54
Chocolate Chip Cookie	54-56
Monkey Bread.....	56-60
Pepperoni & Ham Rolls	61-63
Calzone	64-66
Breakfast Pizzas	67-68
Breakfast Rolls	68-70
Breakfast Quesadillas	71-75
Breakfast Wraps	76-79
Breakfast Sandwiches	79-82
Sandwiches	83-89

SECTION FIVE – SERVICE

Employee Standards	1
Order Taking.....	1-2
Delivery Order	2-3
Grab-n-Go Requirements	3
Guest Check.....	4-5
Delivery Ticket	6-10
Pricing Orders.....	11-12
Customer Service	13-14
Carryout Window	15

SECTION SIX – APPROVED INGREDIENT AND PACKAGING

Supply Management	1-2
Product Complaints	3
Approved Distributors	4-7
Approved Suppliers.....	8-18

SECTION SEVEN – RESTAURANT MAINTENANCE

Middle Marshall & Lincoln Impinger Ovens.....	1-9
Oven Setting Guidelines	10
Ovention Oven	11
Pizza Warmer	12-13
Revolving Warmer	14-18
Humidified Cabinet	19
Reach-In Cooler.....	20-23
Maketable	24-25
Can Opener	26
Fire Extinguishers.....	26
Fire Sprinkler Systems	27
Fire Safety Hood System	27
Garbage Disposal	28
Scales	28
Facilities Maintenance	29-31

SECTION EIGHT – BROASTER CHICKEN AND SIDES

Receiving Chicken	1
Storage of Chicken	1
Trimming & Rinsing of Chicken	2
Breading & Broasting Chicken.....	3-4
Broasting Potato Wedges	4
Marinating Chicken	5
Troubleshooting	6
Chicken Prep List	7
Broaster Pressure Fryer Daily Operations	8
Broaster Pressure Fryer Filtering Using Bro-clean	9
Broaster Pressure Fryer Filtering	

Using XL Filtering Compound	10-11
Oil Maintenance and Testing	11
Draining and Cleaning the Cooking Well	12-13
SECTION EIGHT – CONTINUED	
Corn & Green Beans	14-15
Mashed Potatoes & Gravy	15-16
Biscuits	16-17
Coleslaw	18
Broasted Chicken Tenders	18-19
Broaster Pressure Fryer	20
SECTION NINE – BUFFET	
Buffet	1-6
SECTION TEN – FRESH GOLDEN DOUGH	
Golden Dough	1-6
Golden Dough Shells	7-9
SECTION ELEVEN – ORIGINAL DOUGH	
Original Dough	1-7
Original Dough Shells	8-10
Original Crust Pizza	11-13
SECTION TWELVE – INSURANCE, SAFETY AND FOOD SAFETY	
Insurance Coverage	1-2
Public Liability Reporting	3-10
Occupational Safety and Health	
Administration (OSHA)	11-14
Bomb Threat Procedures	14-16
Robbery	16-18
Crisis Communication System	18-19
Safety	20-25
Food Safety	26-36

EXHIBIT E-1

Franchise Store Listing

(By State)



Report Date: 6/25/2020

Page: 1

3440	DAVE COATES	<u>Business Phone</u>	<u>Home Phone</u>	<u>Fax</u>
	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	KOMAL (KIM) CHANDIRAMANI	<u>Business Phone</u>	<u>Home Phone</u>	<u>Fax</u>
	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	<u>Business Phone</u>	<u>Home Phone</u>	<u>Fax</u>
	GPF, INC.	(251) 402-5951		
	4904 OXFORD DRIVE			
	MOBILE	AL	36618	
01236	5442 HWY 90 WEST		MOBILE	AL 36619
01237	5015 MOFFETT RD		MOBILE	AL 36618
01238	120 SARALAND LOOP RD		SARALAND	AL 36571
23780	MARK WOODS	<u>Business Phone</u>	<u>Home Phone</u>	<u>Fax</u>
	WOODS MANAGEMENT, INC.	(256) 335-1361		
	206 E. QUEENSBURY LANE			
	FLORENCE	AL	35630	
01216	2801 MALL DR #15		FLORENCE	AL 35630
6019	JONATHAN GRIFFIN	<u>Business Phone</u>	<u>Home Phone</u>	<u>Fax</u>
	FAMILY STOPS USA, LLC	(479) 308-2161		
	8405 S. ZERO STREET, SUITE C			
	FORT SMITH	AR	72903	
04141	415 GARRISON AVENUE, SUITE A		FORT SMITH	AR 72901
13027	MATT M. MARCOCCIA	<u>Business Phone</u>	<u>Home Phone</u>	<u>Fax</u>
	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	<u>Business Phone</u>	<u>Home Phone</u>	<u>Fax</u>
	GODFATHER'S PIZZA	(619) 462-6580		
	685 SWEETWATER ROAD			
	SPRING VALLEY	CA	91977	
05468	685 SWEETWATER RD		SPRING VALLEY	CA 91977
19044	AMINDERJIT SINGH	<u>Business Phone</u>	<u>Home Phone</u>	<u>Fax</u>
	SSA 4, INC.	(860) 402-8401		
	9 HAWKS RIDGE			
	AVON	CT	06001	
15329	1175 BROADWAY Limited Menu		CHESTERTON	IN 46304
11026	OLESSYA KOZLOVA	<u>Business Phone</u>	<u>Home Phone</u>	<u>Fax</u>
	PRONLIGHT LLC	(904) 415-6265		
	11 LADYFISH STREET			
	PONTE VEDRA BEACH	FL	32082	
10523	551 CASSAT AVE		JACKSONVILLE	FL 32254

Franchise Store Listing

(By State)



Report Date: 6/25/2020

Page: 2

6015	JOHN FRESE FRESE, INC. 460 PARKHOUSE CT. MARCO ISLAND	FL 34145	<u>Business Phone</u> (319) 432-1480	<u>Home Phone</u>	<u>Fax</u>
16579	2722 120TH STREET NE			SWISHER	IA 52338
16580	200 HWY 151 EAST			WALFORD	IA 52351
11004	MARK KNAUSS MAK CONCEPTS, INC. 8303 WHITE BLUFF ROAD SAVANNAH	GA 31406	<u>Business Phone</u> (912) 272-2488	<u>Home Phone</u>	<u>Fax</u> (912) 927-3966
11245	8303 WHITE BLUFF RD			SAVANNAH	GA 31406
16030	BRIJESH PATEL SHRI MAHANT SWAMI LLC 158 QUAIL VALLEY DRIVE LEESBURG	GA 31763	<u>Business Phone</u> (229) 938-8495	<u>Home Phone</u>	<u>Fax</u>
11254	1420 US 19 SOUTH			LEESBURG	GA 31763
16020	KESHAV (KEN) PATEL ROADRUNNER TRUCK STOP P.O. BOX 449 ALMA	GA 31510	<u>Business Phone</u> (912) 632-0099	<u>Home Phone</u>	<u>Fax</u>
11250	2021 GA HWY 32 W ROADRUNNER TRUCK STOP			ALMA	GA 31510
16026	SANGITABEN PATEL SQ 90, LLC 216 CHEYENNE WAY MOULTRIE	GA 31788	<u>Business Phone</u> (229) 403-2062	<u>Home Phone</u>	<u>Fax</u>
11253	135 US HWY 319 S.			MOULTRIE	GA 31768
2018	TIM BONNSTETTER IFOS, L.L.C. 303 JEFFERSON STREET REMSEN	IA 51050	<u>Business Phone</u> (712) 786-2412	<u>Home Phone</u>	<u>Fax</u>
16495	103 E. INDIAN STREET			CHEROKEE	IA 51012
2019	DALE BUCHER DLJ, INC. P.O. BOX 67 BEDFORD	IA 50833	<u>Business Phone</u> (712) 523-3130	<u>Home Phone</u>	<u>Fax</u>
16510	HWYS 2 & 148, P.O. BOX 67			BEDFORD	IA 50833
3030	TYLER BOONE COOPERATIVE GAS & OIL COMPANY 153 N. MAIN AVENUE SIOUX CENTER	IA 51250	<u>Business Phone</u> (712) 722-2501	<u>Home Phone</u>	<u>Fax</u>
16584	2950 S. MAIN AVENUE			SIOUX CENTER	IA 51250
4012	MARCIA HELLMAN BANCROFT CARGO LLC P.O. BOX 44 BANCROFT	IA 50517	<u>Business Phone</u> (515) 885-2412	<u>Home Phone</u>	<u>Fax</u>
16527	112 N. LONG ST			BANCROFT	IA 50517
4006	MIKE DEVINE DEWITT TRAVEL MART 630 SOUTH 6TH AVENUE DEWITT	IA 52742	<u>Business Phone</u> (309) 781-0579	<u>Home Phone</u>	<u>Fax</u> (563) 659-2304

Franchise Store Listing

(By State)



Report Date: 6/25/2020

Page: 3

16448	630 SOUTH 6TH AVE Truck Stop	DEWITT	IA	52742
16460	3300 ASBURY RD	DUBUQUE	IA	52002
4014	TRACIE BOLHUIS DOWS PROPERTY GROUP 21435 HWY 57 PARKERSBURG	<u>Business Phone</u> (641) 751-5553	<u>Home Phone</u>	<u>Fax</u>
16539	IA 50665 904 CARDINAL AVE Truck Stop	DOWS	IA	50071
5004	KRIS EHLINGER KJ'S CONVENIENCE & DELI MART 916 WEST PLATT MAQUOKETA	<u>Business Phone</u> (563) 652-5634	<u>Home Phone</u>	<u>Fax</u> (563) 652-3299
16464	IA 52060 916 WEST PLATT	MAQUOKETA	IA	52060
5005	JOYCE PONCY ELLIOTT OIL COMPANY P.O. BOX 473 OTTUMWA	<u>Business Phone</u> (641) 684-4377	<u>Home Phone</u>	<u>Fax</u>
16564	IA 52501 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
6016	JEFF FEDLER FEDLER AND COMPANY 901 E. WASHINGTON ST MOUNT PLEASANT	<u>Business Phone</u> (319) 385-4112	<u>Home Phone</u>	<u>Fax</u>
16581	IA 52641 901 E. WASHINGTON ST	MOUNT PLEASANT	IA	52641
6018	BRIAN FRIEDRICHSEN NORTH IDA INVESTMENTS, LLC 2010 INDORF AVE. HOLSTEIN	<u>Business Phone</u> (361) 244-0957	<u>Home Phone</u>	<u>Fax</u>
16594	IA 50125 2010 INDORF AVE HOLSTEIN TRAVEL CENTER	HOLSTEIN	IA	51025
7027	PRITAM S. GREWAL WEST SIDE HOUSER MART, LLC 2201 HOUSER STREET MUSCATINE	<u>Business Phone</u> (408) 406-0703	<u>Home Phone</u>	<u>Fax</u>
16621	IA 52761 2201 HOUSER ST	MUSCATINE	IA	52761
7009	DONALD GROTHE DON'S MOTOR MART, INC. 401 WEST MAIN STREET LAKE MILLS	<u>Business Phone</u> (641) 592-9966	<u>Home Phone</u>	<u>Fax</u>
16476	IA 50450 401 WEST MAIN ST	LAKE MILLS	IA	50450
19012	LARRY HUISMAN GRUNDY COUNTY HERITAGE CENTER, LLC 16250 N AVENUE HOLLAND	<u>Business Phone</u> (319) 824-2728	<u>Home Phone</u>	<u>Fax</u> (319) 824-3729
16445	IA 50642 16250 NORTH AVE Limited Menu	HOLLAND	IA	50642

Franchise Store Listing

(By State)



Report Date: 6/25/2020

Page: 4

8035	ZACHARY HERMANSEN ZCH, CORP 5027 MILLENNIUM DRIVE CEDAR FALLS	IA 50613	<u>Business Phone</u> (319) 242-2700	<u>Home Phone</u>	<u>Fax</u>	
16591		3811 UNIVERSITY AVE		WATERLOO		IA 50701
8038	CORY HODAPP THE STATION LLC 350 BEAVER KREEK CENTRE NORTH LIBERTY	IA 52317	<u>Business Phone</u> (319) 631-3149	<u>Home Phone</u>	<u>Fax</u>	
16603		620 MEADE DR		NORTH LIBERTY		IA 52317
9001	DUSTIN MOHR IOWA STATE UNIVERSITY 1340 ADMIN SVC. BLDG. AMES	IA 50011-1004	<u>Business Phone</u> (515) 294-4793	<u>Home Phone</u>	<u>Fax</u>	
16529		Maple-Willow-Larch Commons 1215 Friley Hall		AMES		IA 50012
16587		ISU DINING SVCS/HAWTHORN 1015 FREDERIKS		AMES		IA 50010
16567		UNI / 23rd Street Market 1224 West 23rd St/Commons		CEDAR FALLS		IA 50614-0283
10002	BROOKE LILLEY JET GAS CORPORATION P.O. BOX 67 HOUGHTON	IA 52631	<u>Business Phone</u> (319) 469-4321	<u>Home Phone</u>	<u>Fax</u> (319) 469-2107	
16473		2760 MT. PLEASANT ST		BURLINGTON		IA 52601
16478		901 SOUTH ST		BURLINGTON		IA 52601
11023	MIKE COX KARDES, INC. 2100 S. MAIN STREET MONTICELLO	IA 52310	<u>Business Phone</u> (319) 465-3212	<u>Home Phone</u>	<u>Fax</u>	
16589		2100 S. MAIN STREET		MONTICELLO		IA 52310
11009	JOHN KETCHEN KETCHEN, INC. 101 W. FOURTH ST. VINTON	IA 52349	<u>Business Phone</u> (319) 472-3480	<u>Home Phone</u>	<u>Fax</u>	
16599		814 C AVE.		VINTON		IA 52349
11022	AJAY K. KSHETRY GODFATHER'S PIZZA 2559 CANTERBURY ROAD MUSCATINE	IA 52761-9799	<u>Business Phone</u> (314) 495-4709	<u>Home Phone</u>	<u>Fax</u>	
16586		1300 NICOLAUS DR		WILTON		IA 52778
12004	KEITH LACY MAKINZAH, INC. 24565 110TH STREET ANAMOSA	IA 52205	<u>Business Phone</u> (319) 363-2127	<u>Home Phone</u>	<u>Fax</u>	
16434		3647 1/2 1ST AVE SE		CEDAR RAPIDS		IA 52402
13017	JASON MCDERMOTT MCDERMOTT OIL CO. P.O. BOX 70 CASCADE	IA 52033	<u>Business Phone</u> (563) 852-3510	<u>Home Phone</u>	<u>Fax</u> (563) 852-7421	
16519		1501 1ST AVE EAST		CASCADE		IA 52033
16555		206 S. CENTER AVE Quik N Handi		EPWORTH		IA 52045
16546		710 WASHBURN AVE Quik N Handi		LAMONT		IA 50650
16535		2210 STATE HWY 13 Quik N Handi		MANCHESTER		IA 52057

Franchise Store Listing

(By State)



Report Date: 6/25/2020

Page: 5

13013	DAN MOELLERS CSOI CORP 602 ELMWOOD DR. MARSHALLTOWN	<u>Business Phone</u> (641) 752-2580	<u>Home Phone</u>	<u>Fax</u> (641) 752-5320	
	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
.....					
15008	GREG ODENDAHL GMB FOODS, INC 624 WEST US HIGHWAY 30 CARROLL	<u>Business Phone</u> (712) 830-9931	<u>Home Phone</u>	<u>Fax</u>	
	IA 51401				
16607	624 W. US HIGHWAY 30		CARROLL	IA	51401
.....					
15007	KEITH OLSEN OLSEN FUEL SUPPLY, INC P.O. BOX 536 ATLANTIC	<u>Business Phone</u> (712) 243-2340	<u>Home Phone</u>	<u>Fax</u>	
	IA 50022				
16605	110 LOCUST ST		ATLANTIC	IA	50022
.....					
16032	GREG POPKES POPKES CAR CARE, INC. 602 NORTH 2ND AVENUE EAST ROCK RAPIDS	<u>Business Phone</u> (605) 366-9807	<u>Home Phone</u>	<u>Fax</u>	
	IA 51246				
16614	800 1ST AVENUE		ROCK RAPIDS	IA	51246
.....					
13500	BRAD PRICE ROC MANAGEMENT & ASSOC., INC. 3000 18TH STREET SPIRIT LAKE	<u>Business Phone</u> (712) 336-3933	<u>Home Phone</u>	<u>Fax</u>	
	IA 51360				
16180	37 LAKE ST, STES A-B-C		ARNOLDS PARK	IA	51331
16290	625 HAWKEYE AVE SOUTHWEST		LE MARS	IA	51031
16572	2402 OKOBOJI AVE		MILFORD	IA	51351
16387	3701 GORDON DR		SIOUX CITY	IA	51106
16200	113 GRAND AVE		SPENCER	IA	51301
16385	2310 17TH ST		SPIRIT LAKE	IA	51360
.....					
19010	SHERYL SCHUMANN SCHUBOX ENTERPRISES LLC 10 1ST STREET SE HAMPTON	<u>Business Phone</u> (641) 456-3355	<u>Home Phone</u>	<u>Fax</u>	
	IA 50441				
16439	805 CENTRAL AVE WEST		HAMPTON	IA	50441
.....					
19017	DENNIS SHEPARD PETRO & MORE 12735 US HWY 61 WAPELLO	<u>Business Phone</u> (563) 262-3331	<u>Home Phone</u>	<u>Fax</u>	
	IA 52653				
16486	HWY 61 & HWY 92		GRANDVIEW	IA	52752
.....					
9003	RENEE FUNK THE UNIVERSITY OF IOWA 202 PLAZA CENTRE ONE IOWA CITY	<u>Business Phone</u> (319) 335-0115	<u>Home Phone</u>	<u>Fax</u>	
	IA 52242				
16595	IOWA MEMORIAL UNION 125 N. MADISON STRE IOWA CITY			IA	52242
.....					
20005	CINDY TIEFENTHALER SPARKY'S ONE STOP 12053 HWY 71 N. CARROLL	<u>Business Phone</u> (712) 673-2723	<u>Home Phone</u>	<u>Fax</u> (712) 673-2878	
	IA 51401				

Franchise Store Listing

(By State)



Report Date: 6/25/2020

Page: 6

16554	402 PINE ST	AUBURN	IA	51433
16511	101 HWY 141 Truck Stop	BAYARD	IA	50029
16615	212 MAIN STREET	BREDA	IA	51436
16574	807 FITZPATRICK ST	CHURDAN	IA	50050
16533	500 STATE ST	GUTHRIE CENTER	IA	50115
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
19037	JAN L. PRESTON TIGER MART 50526 HWY 92 GRISWOLD	<u>Business Phone</u> (712) 778-2660	<u>Home Phone</u>	<u>Fax</u>
16601	IA 51535 708 MAIN STREET	GRISWOLD	IA	51535
20002	MICK TIMMERMAN MICK T. INVESTMENTS, LC 3119 WINTER RIDGE ROAD CEDAR FALLS	<u>Business Phone</u> (319) 277-7777	<u>Home Phone</u>	<u>Fax</u>
16419	IA 50613 1621 WEST 1ST ST	CEDAR FALLS	IA	50613
6007	JENNIFER HOSKINS UNITED FARMERS MERCANTILE COOP 203 WEST OAK STREET RED OAK	<u>Business Phone</u> (712) 623-5453	<u>Home Phone</u>	<u>Fax</u>
16488	IA 51566 408 - 6TH ST	CORNING	IA	50841
23013	RANDY J. WALTER HWZ LLC 2649 HUNTER CT. NW SWISHER	<u>Business Phone</u> (319) 310-2322	<u>Home Phone</u>	<u>Fax</u>
16598	IA 52338 110 S. MARKET STREET	OLON	IA	52333
23007	TODD & AMY WARNKE A.T. WARNKES 2971 250TH STREET FREDERICKSBURG	<u>Business Phone</u> (319) 240-9088	<u>Home Phone</u>	<u>Fax</u> (563) 237-6051
16497	IA 50630 138 E. MAIN ST	FREDERICKSBURG	IA	50630
16549	213 VINE ST	WEST UNION	IA	52175
16032	GREG POPKES POPKES CAR CARE, INC. 602 NORTH 2ND AVENUE EAST ROCK RAPIDS	<u>Business Phone</u> (605) 366-9807	<u>Home Phone</u>	<u>Fax</u>
24397	IA 51246 1097 W. GATEWAY DRIVE	WORTHINGTON	MN	56187
13500	BRAD PRICE ROC MANAGEMENT & ASSOC., INC. 3000 18TH STREET SPIRIT LAKE	<u>Business Phone</u> (712) 336-3933	<u>Home Phone</u>	<u>Fax</u>
24155	IA 51360 600 W. OAKLAND	AUSTIN	MN	55912
24296	328 NORTHWEST FOURTH ST	FARIBAULT	MN	55021
24285	1828 SOUTH CEDAR ST	OWATONNA	MN	55060
24313	225 S. MINNESOTA	ST. PETER	MN	56082
24297	112 3RD AVE	WINDOM	MN	56101

Franchise Store Listing

(By State)



Report Date: 6/25/2020
Page: 7

5005	JOYCE PONCY ELLIOTT OIL COMPANY P.O. BOX 473 OTTUMWA	IA 52501	RR #3, BOX 173D	LANCASTER	MO	63548
		<u>Business Phone</u>	<u>Home Phone</u>	<u>Fax</u>		
		(641) 684-4377				
26390						
3023	BRUCE N. CANNON 1ST COURSE, INC 314 PARKWILD DRIVE COUNCIL BLUFFS	IA 51503				
		<u>Business Phone</u>	<u>Home Phone</u>	<u>Fax</u>		
		(712) 256-9121				
28456		3301 O STREET	LINCOLN	NE	68510	
28465		5220 S. 48TH ST	LINCOLN	NE	68516	
28444		714 W. BENJAMIN	NORFOLK	NE	68701	
2011	BILL SMITH BECK OIL COMPANY OF ILLINOIS 850 E. THOMPSON ST. PRINCETON	IL 61356				
		<u>Business Phone</u>	<u>Home Phone</u>	<u>Fax</u>		
		(815) 875-6451				
14286		615 N. 4TH ST	CHILLICOTHE	IL	61523	
14283		349 SOUTH TENNEY ST	KEWANEE	IL	61443	
14300		359 3RD STREET	LA SALLE	IL	61301	
14288		1838 N. MAIN ST	PRINCETON	IL	61356	
3016	SEAN CHINNA S & R PETROLEUM P.O. BOX 101 GLADSTONE	IL 61437				
		<u>Business Phone</u>	<u>Home Phone</u>	<u>Fax</u>		
		(309) 627-9291				
14277		402 6TH ST	NEW BOSTON	IL	61272	
14273		Corner of 8th & Schuyler / RR1, Box 102B (Mail)	OQUAWKA	IL	61469	
6011	ANDREW L. FUHRMAN FUHRCO, LLC 713 40TH STREET EAST MOLINE	IL 61244				
		<u>Business Phone</u>	<u>Home Phone</u>	<u>Fax</u>		
		(507) 438-1895				
14282		1347 AVENUE OF THE CITIES	EAST MOLINE	IL	61244	
6500	DAVE GRIMES MARTIN & BAYLEY, INC. 1311 A WEST MAIN ST. CARMI	IL 62821				
		<u>Business Phone</u>	<u>Home Phone</u>	<u>Fax</u>		
		(618) 382-2334				
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		522 N. COURT ST	GRAYVILLE	IL	62844	
14238		701 WEST CLEVELAND	HEYWORTH	IL	61745	
14276		701 E. DEYOUNG ST	MARION	IL	62959	
14308		2700 WEST MAIN STREET	MARION	IL	62959	
14224		106 E. RANDOLPH ST	MCLEANSBORO	IL	62859	
14249		201 EAST MAIN	MOUNT VERNON	IL	62864	
14297		1801 SOUTH 10TH STREET	MT. VERNON	IL	62864	

Franchise Store Listing

(By State)



Report Date: 6/25/2020

Page: 8

14311	101 SOUTH 45TH 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
14313	1530 WEST MAIN STREET	SALEM	IL	62881
14234	102 EAST BROADWAY	STEELEVILLE	IL	62288

12003 JOHN LESKOVISEK
J & M FAMILY FUN & FOOD, INC.
35 FAIRVIEW LANE
SPRINGFIELD IL 62711
Business Phone (217) 931-2151
Home Phone
Fax (217) 529-2651

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

6500 DAVE GRIMES
MARTIN & BAYLEY, INC.
1311 A WEST MAIN ST.
CARMIL IL 62821
Business Phone (618) 382-2334
Home Phone
Fax

15283	11 WEST MAIN ST	AUSTIN	IN	47102
15300	568 EAST PEARL ST	BATESVILLE	IN	47006
15254	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 N. FARES AVENUE	EVANSVILLE	IN	47711
15282	US HWY 41 STATE RD 168 RT 1	FORT BRANCH	IN	47648
15267	322 EAST BROADWAY	FORTVILLE	IN	46040
15260	208 SOUTH STATE RD	FRENCH LICK	IN	47432
15261	515 WEST MAIN	GREENTOWN	IN	46936
15277	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	17 WEST MAIN	PETERSBURG	IN	47567
15325	1373 WEST TIPTON STREET	SEYMOUR	IN	47274

6500 DAVE GRIMES
MARTIN & BAYLEY, INC.
1311 A WEST MAIN ST.
CARMIL IL 62821
Business Phone (618) 382-2334
Home Phone
Fax

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
18367	1830 EAST 9TH STREET	HOPKINSVILLE	KY	42240
18304	2299 US HWY 62 WEST	KUTTAWA	KY	42055
18236	600 EAST FORT ST USPS: 600 US HIGHWAY 60	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

Franchise Store Listing

(By State)



Report Date: 6/25/2020

Page: 9

18295	101 CALVERT DR	PADUCAH	KY	42003
18311	3572 LONE OAK RD	PADUCAH	KY	42003
18316	3025 OLIVET CHURCH RD	PADUCAH	KY	42001
18237	200 EAST MAIN	PROVIDENCE	KY	42450
18364	7117 SHELBYVILLE ROAD	SIMPSONVILLE	KY	40067
18238	620 NORTH MAIN	STURGIS	KY	42459
23370	RICK WILLIAMS RJW SERVICES, INC. 46 KINGSWOOD ROAD EL DORADO	<u>Business Phone</u> (618) 273-3421	<u>Home Phone</u>	<u>Fax</u> (618) 273-9744
	IL 62930			
18219	PARKWAY PLAZA MALL	MADISONVILLE	KY	42431
6500	DAVE GRIMES MARTIN & BAYLEY, INC. 1311 A WEST MAIN ST. CARMI	<u>Business Phone</u> (618) 382-2334	<u>Home Phone</u>	<u>Fax</u>
	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	DAVE GRIMES MARTIN & BAYLEY, INC. 1311 A WEST MAIN ST. CARMI	<u>Business Phone</u> (618) 382-2334	<u>Home Phone</u>	<u>Fax</u>
	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
43341	1400 SOUTH 1ST STREET	UNION CITY	TN	38261
16035	HIREN N. PATEL HANUMANTA, INC. 7425 WILD BIRD CT. SCHERERVILLE	<u>Business Phone</u> (219) 677-6241	<u>Home Phone</u>	<u>Fax</u>
	IN 46375			
16612	806 W. MAIN ST	LE GRAND	IA	50142
19041	DEVINDER S. GHOTRA HARIOM GAS INCORPORATED 11750 WEST STATE ROAD 10 DEMOTTE	<u>Business Phone</u> (219) 670-6018	<u>Home Phone</u>	<u>Fax</u>
	IN 46310			
15324	11750 WEST STATE ROAD 10	DEMOTTE	IN	46310
16025	JAYESHKUMAR PATEL AJ PARTNERSHIP INC 6925 S. FRANKLIN ROAD INDIANAPOLIS	<u>Business Phone</u> (317) 714-7066	<u>Home Phone</u>	<u>Fax</u>
	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
15326	8020 BROOKVILLE ROAD	INDIANAPOLIS	IN	46239
19040	DALJIT SINGH PRINCE PETROLEUM, INC 8858 DOUBLETREE DRIVE NORTH CROWN POINT	<u>Business Phone</u> (219) 484-9576	<u>Home Phone</u>	<u>Fax</u>
	IN 46307			
15322	6851 BROADWAY	MERRILLVILLE	IN	46410

(By State)



Page: 10

23400	CHUCK WINTERS W & W PIZZA, INC. P.O. BOX 1268 PRINCETON	IN 47670	<u>Business Phone</u> (812) 385-8747	<u>Home Phone</u>	<u>Fax</u> (812) 385-4213		
36407		5800 WILMINGTON PIKE		CENTERVILLE	OH	45459	
36404		4628 BRANDT PIKE		HUBER HEIGHTS	OH	45424	
36280		2525 ELIDA RD		LIMA	OH	45805	
36408		291 N. SPRINGBORO PIKE		MIAMISBURG	OH	45449	
.....							
1012	DAREL ANDERSON NORTH-AGRI MART LLC P.O. BOX 157 HOPE	KS 67451	<u>Business Phone</u> (785) 366-7213	<u>Home Phone</u>	<u>Fax</u>		
17307		301 W. WALNUT STREET		HERINGTON	KS	67449	
.....							
12009	JASON LUCAS LUCAS FAMILY PIZZA LLC 12525 ANTIOCH RD, SUITE 102 OVERLAND PARK	KS 66213	<u>Business Phone</u> (913) 681-5880	<u>Home Phone</u>	<u>Fax</u>		
17286		12561 ANTIOCH RD		OVERLAND PARK	KS	66213	
.....							
12015	ANGIE GATZEMEYER VALLEY FALLS, LLC 1420 K4 HIGHWAY VALLEY FALLS	KS 66088	<u>Business Phone</u> (785) 231-4771	<u>Home Phone</u>	<u>Fax</u>		
17294		1420 K4 HIGHWAY (PETRO)		VALLEY FALLS	KS	66088	
.....							
19018	RICKY D. WOOD WOODSHED P.O. BOX 339 EDNA	KS 67342	<u>Business Phone</u> (620) 922-7252	<u>Home Phone</u>	<u>Fax</u>		
37252		309 S MAYES		ADAIR	OK	74330	
.....							
16019	NILAM D. PATEL DONGAR FOOD 1506 S. SHELBY STREET LOUISVILLE	KY 40217	<u>Business Phone</u> (502) 636-1953	<u>Home Phone</u>	<u>Fax</u>		
18315		2611 LEITCHFIELD RD		ELIZABETHTOWN	KY	42701	
.....							
19024	TAMMY SPARKS SUPER QUIK, INC. 2000 ASHLAND DR., SUITE 105 ASHLAND	KY 41101-7058	<u>Business Phone</u> (606) 393-3247	<u>Home Phone</u>	<u>Fax</u>		
18303		14 WEST KY 8, STE A		VANCEBURG	KY	41179	
.....							
23014	ANIL (ANDY) WADHWA RSSB, LLC 10125 DIXIE BEELINE HWY GUTHRIE	KY 42234	<u>Business Phone</u> (931) 801-1307	<u>Home Phone</u>	<u>Fax</u>		
18360		10125 DIXIE BEELINE HWY		GUTHRIE	KY	42234	
.....							
16033	CHIRAG (PAT) PATEL KILBY CROSSINGS LLC 2006 PETERSBURG ROAD HEBRON	KY 41048	<u>Business Phone</u> (859) 630-2221	<u>Home Phone</u>	<u>Fax</u>		
36412		10120 SUSPENSION BRIDGE ROAD		HARRISON	OH	45030	
.....							

Franchise Store Listing

(By State)



Report Date: 6/25/2020

Page: 11

19024	TAMMY SPARKS SUPER QUIK, INC. 2000 ASHLAND DR., SUITE 105 ASHLAND	Business Phone (606) 393-3247	Home Phone	Fax	
36419		KY 41101-7058 1051 GALENA PIKE	WEST PORTSMOUTH	OH	45663
13510	DON WOOD SODEXO, INC. 9801 WASHINGTONIAN BLVD. GAITHERSBURG	Business Phone (301) 987-4924	Home Phone	Fax	
04136		MD 20878 105 N. Caraway/Carl Reng Ctr-Box 299	STATE UNIVERSITY	AR	72467
13510	DON WOOD SODEXO, INC. 9801 WASHINGTONIAN BLVD. GAITHERSBURG	Business Phone (301) 987-4924	Home Phone	Fax	
28386		MD 20878 2400 CASS ST College	OMAHA	NE	68178
9600	DICK JOHNSON DJ CONCEPTS, INC. 11820 LAKEWAY DR. PLAINWELL	Business Phone (269) 664-5260	Home Phone	Fax	
23142		MI 49080 3815 EAST CORK	KALAMAZOO	MI	49001
8034	SARA WIMBERLY HOLIDAY STATIONSTORES, INC. 4567 AMERICAN BLVD. WEST BLOOMINGTON	Business Phone (952) 830-8700	Home Phone	Fax	
23151		MN 55437 56021 US HIGHWAY 41	CALUMET	MI	49913
23152		110 US HIGHWAY 41	L'ANSE	MI	49946
23153		103 GREENLAND ROAD	ONTONAGON	MI	49953
23154		185 US HWY 2 WEST	WAKEFIELD	MI	49968
1010	STEVEN ANDERSON BOBBY & STEVE'S AUTO WORLD, LLP 7920 FRANCE AVE S BLOOMINGTON	Business Phone (952) 831-8833	Home Phone	Fax	
24390		MN 55435 7920 FRANCE AVE S	BLOOMINGTON	MN	55435
2020	ROGER BACKSTROM GFI MANAGEMENT LLC 10471 HOLLY STREET NW COON RAPIDS	Business Phone (763) 560-2667	Home Phone	Fax	
24377		MN 55448 7450 UNITY AVE, NORTH	BROOKLYN PARK	MN	55443
19023	STEVE WILLIAMS BOBBY & STEVE'S AUTO WORLD II, LLP 1221 WASHINGTON AVENUE SOUTH MINNEAPOLIS	Business Phone (612) 333-8900	Home Phone	Fax	
24375		MN 55415 1221 WASHINGTON AVE SOUTH Truck Stop	MINNEAPOLIS	MN	55415
2029	MICK & DEANN BROMENSCHENKEL GODFATHER'S PIZZA 4748 90TH AVENUE SE ST. CLOUD	Business Phone (320) 743-4730	Home Phone	Fax	
24386		MN 56304 13854 1ST ST SE, STE 8	BECKER	MN	55308

Franchise Store Listing

(By State)



Report Date: 6/25/2020
Page: 12

3034	JEFF EINCK CHANDLER CO-OP, CHANDLER, MN 151 5TH STREET CHANDLER	<u>Business Phone</u> (507) 677-2207	<u>Home Phone</u>	<u>Fax</u>	
24398	MN 56122-0205 2511 MAPLE AVENUE		SLAYTON		MN 56172
19004	COREY CHRISTENSEN SCK OF RED WING, INC. 2000 OLD WEST MAIN STREET RED WING	<u>Business Phone</u> (651) 388-1138	<u>Home Phone</u>	<u>Fax</u>	
24333	MN 55066 2000 OLD WEST MAIN ST		RED WING		MN 55066
3020	JERRY MORD CO-OP SERVICE INC. OF BAUDETTE P.O. BOX 69 BAUDETTE	<u>Business Phone</u> (218) 634-2550	<u>Home Phone</u>	<u>Fax</u>	
24380	MN 56623 509 W. MAIN		BAUDETTE		MN 56623
6021	SUE BUTE FARMERS CO-OPERATIVE OIL COMPANY P.O. BOX 250 RENVILLE	<u>Business Phone</u> (320) 329-8351	<u>Home Phone</u>	<u>Fax</u>	
24400	MN 56284-0250 1208 WEST LINCOLN AVENUE		OLIVIA		MN 56277
7018	STEVEN M. GIERE PIZZA TEAM, INC. 1611 16TH STREET NW ROCHESTER	<u>Business Phone</u> (507) 288-7515	<u>Home Phone</u>	<u>Fax</u>	
24381	MN 55901 1611 N.W. 16TH ST		ROCHESTER		MN 55901
8016	BOB HANAUSKA DON'S I-94 CONVENIENCE STORE, INC. P.O. BOX 549 ALBANY	<u>Business Phone</u> (320) 845-4646	<u>Home Phone</u>	<u>Fax</u> (320) 845-4669	
24350	MN 56307 310 - 8TH ST SOUTH P.O. BOX 549		ALBANY		MN 56307
11027	RUTH KAPAUN DRK PIZZA, LLC 1482 EAST SHORE DRIVE DETROIT LAKES	<u>Business Phone</u> (218) 457-0087	<u>Home Phone</u>	<u>Fax</u>	
24401	MN 56501 712 1/2 WASHINGTON AVE		DETROIT LAKES		MN 56501
11019	LARRY KICKER GODFATHER'S PIZZA IN ARLINGTON 343 W. MAIN ST. ARLINGTON	<u>Business Phone</u> (507) 964-2122	<u>Home Phone</u>	<u>Fax</u>	
24379	MN 55307 343 W. MAIN ST		ARLINGTON		MN 55307
12016	JASON OYE LUVERNE SUPERMARKET, INC. P.O. BOX 266 JACKSON	<u>Business Phone</u> (507) 841-3326	<u>Home Phone</u>	<u>Fax</u>	
24399	MN 56143 818 NORTH KNISS AVE		LUVERNE		MN 56156
3014	NIKKI OSSE NORTHERN STAR COOP SVCS., INC. P.O. BOX 458 DEER RIVER	<u>Business Phone</u> (218) 232-2445	<u>Home Phone</u>	<u>Fax</u>	
24356	MN 56636 904 1ST AVE NE		LONG PRAIRIE		MN 56347

Franchise Store Listing

(By State)



Report Date: 6/25/2020

Page: 13

8034	SARA WIMBERLY HOLIDAY STATIONSTORES, INC. 4567 AMERICAN BLVD. WEST BLOOMINGTON MN 55437	<u>Business Phone</u> (952) 830-8700	<u>Home Phone</u>	<u>Fax</u>	
35154	107 8TH AVENUE SE		WATFORD CITY	ND	58854
2032	RUSSELL BABCOCK GRACE PIZZA, INC. 5402 NE ANTIOCH ROAD KANSAS CITY MO 64119	<u>Business Phone</u> (816) 454-3200	<u>Home Phone</u>	<u>Fax</u>	
26401	5402 ANTIOCH RD		KANSAS CITY	MO	64119
26402	322 SOUTH 291 HWY		LIBERTY	MO	64068
2026	JEFF & KRISTI BAILEY GODFATHER'S PIZZA 3108 COUNTY ROAD 3690 MOUNTAIN VIEW MO 65548	<u>Business Phone</u> (417) 247-0274	<u>Home Phone</u>	<u>Fax</u>	
26392	103 E. 5TH ST		MOUNTAIN VIEW	MO	65548
3036	REMY CANO ON LAKE TIME SUNRISE BEACH, LLC 245 GREENLEAF DRIVE SUNRISE BEACH MO 65079	<u>Business Phone</u> (573) 317-6444	<u>Home Phone</u>	<u>Fax</u>	
26435	11947 NORTH STATE HWY 5		SUNRISE BEACH	MO	65079
3031	MICHAEL COOK COOK RESTAURANTS, LLC 888 COUNTY ROAD 526 POPLAR BLUFF MO 63901	<u>Business Phone</u> (573) 718-9595	<u>Home Phone</u>	<u>Fax</u> (573) 785-0944	
26397	791 N. WESTWOOD BLVD		POPLAR BLUFF	MO	63901
3551	DAVID CROWDUS AUXARC PIZZA 549 AMANDA RD RIDGEDALE MO 65739	<u>Business Phone</u> (816) 792-1000	<u>Home Phone</u>	<u>Fax</u> (816) 792-0654	
26399	1026 W. MAIN STREET		BRANSON	MO	65616
7019	TONY GIER GIER OIL COMPANY, INC. 301 E. 8TH STREET ELDON MO 65026	<u>Business Phone</u> (573) 392-6150	<u>Home Phone</u>	<u>Fax</u> (573) 392-6230	
26425	205 E. MORGAN STREET		BOONVILLE	MO	65233
26431	201 NORTH MAIN STREET		CONCORDIA	MO	64020
26424	1460 MO HWY 64		HERMITAGE	MO	65668
26426	1780 HWY 50 EAST		LINN	MO	65051
26432	3459 WEST DIVISION STREET		SPRINGFIELD	MO	65802
26389	1963 HWY 63 (WESTPHALIA EAGLE STOP)		WESTPHALIA	MO	65085
12006	GREG & LORI LANDES LANDES OIL INC. P.O. BOX 199 JAMESPORT MO 64648	<u>Business Phone</u> (660) 684-6611	<u>Home Phone</u>	<u>Fax</u>	
26374	103 HILL ST		STEWARTSVILLE	MO	64490
26433	1841 EAST 28TH STREET		TRENTON	MO	64683
13030	CURTIS MAYS ALDEBARAN INVESTMENT GROUP LLC 15771 CR 440 WINONA MO 65588	<u>Business Phone</u> (417) 247-0887	<u>Home Phone</u>	<u>Fax</u>	

Franchise Store Listing

(By State)



Report Date: 6/25/2020

Page: 14

26428	102 WEST PINE STREET	VAN BUREN	MO	63965
3027	HEON-MO (BILL) CHUNG NAM-HO DEVELOPMENT, LLC 1514 BOB GRIFFIN ROAD CAMERON	<u>Business Phone</u> (816) 617-2753	<u>Home Phone</u>	<u>Fax</u>
26394	1518 BOB GRIFFIN RD	CAMERON	MO	64429
19510	MIKE SIDWELL K2M, INC. 510 EAST SOUTH STREET OZARK	<u>Business Phone</u> (417) 581-9292	<u>Home Phone</u>	<u>Fax</u>
26368	5453 FF HWY	BATTLEFIELD	MO	65619
26357	1890 DEFFER DR	NIXA	MO	65714
26363	510 EAST SOUTH ST	OZARK	MO	65721
26398	1832 S. INGRAM MILL ROAD	SPRINGFIELD	MO	65804
3031	MICHAEL COOK COOK RESTAURANTS, LLC 888 COUNTY ROAD 526 POPLAR BLUFF	<u>Business Phone</u> (573) 718-9595	<u>Home Phone</u>	<u>Fax</u> (573) 785-0944
25110	801 US 278 (HERITAGE INN & SUITES)	AMORY	MS	38821
8028	TERRA GARDIPEE FLAT FOOD LLP 1800 3RD STREET NW GREAT FALLS	<u>Business Phone</u> (406) 788-5804	<u>Home Phone</u>	<u>Fax</u>
27140	1800 3RD STREET NW THE DO BAR	GREAT FALLS	MT	59404
22100	LINDA VAP MONTANA PIZZA, INC. 223 EAST MAIN MISSOULA	<u>Business Phone</u> (406) 251-3461	<u>Home Phone</u>	<u>Fax</u> (406) 251-4575
27135	905 MAIN ST	BILLINGS	MT	59105
27105	2216 N MONTANA AVE	HELENA	MT	59601
3028	BURNHAM WALLACE COLONIAL PANTRY HOLDINGS, LLC 1410 COMMONWEALTH DR., STE 202 WILMINGTON	<u>Business Phone</u> (910) 395-5300	<u>Home Phone</u>	<u>Fax</u>
14290	401 N. MARKET ST	OGDEN	IL	61859
13028	JYOTHSNA NAGABHIRAVA NIVI CORPORATION 1223 RIDGE GROVE CT LEWISVILLE	<u>Business Phone</u> (336) 391-9132	<u>Home Phone</u>	<u>Fax</u>
34344	215 WEST US HWY 64, UNIT #14	LEXINGTON	NC	27295
20016	ANGELIA THOMPSON S & A THOMPSON ENTERPRISES INC 1010 E. BROAD AVENUE ROCKINGHAM	<u>Business Phone</u> (910) 206-6384	<u>Home Phone</u>	<u>Fax</u>
34346	1010 E. BROAD AVE	ROCKINGHAM	NC	28379
8039	WESTON BARIL HOLIDAY INN FARGO 3803 13TH AVENUE SOUTH FARGO	<u>Business Phone</u> (701) 282-2700	<u>Home Phone</u>	<u>Fax</u>
35157	3803 13TH AVENUE SOUTH	FARGO	ND	58103

Franchise Store Listing

(By State)



Report Date: 6/25/2020
Page: 15

8033	JARED SCHEELER	<u>Business Phone</u>	<u>Home Phone</u>	<u>Fax</u>
	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
35159	709 3RD AVENUE NW		HAZEN	ND 58545
16028	BILL KLUG	<u>Business Phone</u>	<u>Home Phone</u>	<u>Fax</u>
	UNITED QUALITY COOPERATIVE	(701) 627-3636		
	307 MAIN STREET			
	NEW TOWN			
	ND 58763			
35156	99 COOP STREET		NEW TOWN	ND 58763
23015	MANDI BRANDT	<u>Business Phone</u>	<u>Home Phone</u>	<u>Fax</u>
	WEST DAKOTA OIL, INC.	(701) 225-4292		
	604 E. BROADWAY			
	DICKINSON			
	ND 58601			
35158	450 EAST VILLARD STREET		DICKINSON	ND 58601
23012	CODY WICKHAM	<u>Business Phone</u>	<u>Home Phone</u>	<u>Fax</u>
	SAMUS ENTERPRISES LLC	(402) 616-1929		
	6520 N. 158TH STREET			
	OMAHA			
	NE 68116			
06351	227 NORTH MAIN STREET		BRIGHTON	CO 80601
06350	9567 E. ILIFF AVENUE		DENVER	CO 80231
06343	2350 E. 120TH AVENUE		THORNTON	CO 80233
3011	DE LONE WILSON	<u>Business Phone</u>	<u>Home Phone</u>	<u>Fax</u>
	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	<u>Business Phone</u>	<u>Home Phone</u>	<u>Fax</u>
	FALL FOODS, INC.	(402) 681-5741		
	1620 SOUTH 91ST AVENUE			
	OMAHA			
	NE 68124			
16150	4119 UNIVERSITY		DES MOINES	IA 50311
16165	2305 1ST AVE, SOUTH		FORT DODGE	IA 50501
16590	200 SE GATEWAY DR #111		GRIMES	IA 50111
16175	1703 4TH ST SE		MASON CITY	IA 50401
16395	5919 ASHWORTH RD		WEST DES MOINES	IA 50266
12011	MARK LIPPINCOTT	<u>Business Phone</u>	<u>Home Phone</u>	<u>Fax</u>
	KOPPER KETTLE, INC.	(402) 426-2171		
	P.O. BOX 368			
	BLAIR			
	NE 68008			
16592	1961 HIGHWAY 30		MISSOURI VALLEY	IA 51555
20007	BRAD TAYLOR	<u>Business Phone</u>	<u>Home Phone</u>	<u>Fax</u>
	TAYLOR OIL COMPANY, INC.	(402) 426-9505		
	P.O. BOX 548			
	BLAIR			
	NE 68008-0548			
16492	12 EAST STREET		SHELBY	IA 51570

Franchise Store Listing

(By State)



Report Date: 6/25/2020

Page: 16

1004	DUAINE ARENA ASA HOLDINGS, LLC 556 SARGENT STREET BEATRICE	NE 68310	<u>Business Phone</u> (402) 806-4406	<u>Home Phone</u>	<u>Fax</u>
28441	556 SARGENT ST	BEATRICE	NE 68310		
3035	SHANA HARDING C & M SUPPLY, INC. P.O. BOX 8 RUSKIN	NE 68974	<u>Business Phone</u> (402) 226-2261	<u>Home Phone</u>	<u>Fax</u>
28461	101 1ST STREET	DESHLER	NE 68340		
3011	DE LONE WILSON CUBBY'S, INC. 9229 MORMON BRIDGE PLZ, STE 6 OMAHA	NE 68152-1959	<u>Business Phone</u> (402) 453-2468	<u>Home Phone</u>	<u>Fax</u> (402) 453-4513
28433	15625 C. W. HADAN DR.	BENNINGTON	NE 68007		
28453	1458 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		
28463	600 EAST PARK	SHELBY	NE 68662		
28449	110 NORTH 30 RD Truck Stop	SYRACUSE	NE 68446		
28425	603 S. 13TH ST	TEKAMAH	NE 68061		
28415	206 OAK ST	WAKEFIELD	NE 68784		
28426	546 COUNTY ROAD M	YUTAN	NE 68073		
7022	CALE GIESE GANDER FOODS, LLC 106 S. MAIN STREET WAYNE	NE 68787	<u>Business Phone</u> (402) 369-2145	<u>Home Phone</u>	<u>Fax</u>
28450	106 S. MAIN ST	WAYNE	NE 68787		
7024	MICHAEL GLASSMYER GLASCO ENTERPRISES, INC. P.O. BOX 1505 HASTINGS	NE 68901	<u>Business Phone</u> (402) 469-6790	<u>Home Phone</u>	<u>Fax</u> (402) 303-1042
28454	1414 N. BURLINGTON AVE	HASTINGS	NE 68901		
7740	MIKE GOTTSCHALK GOTCHA CORPORATION 3618 SOUTH 170TH COURT OMAHA	NE 68130	<u>Business Phone</u> (402) 210-7423	<u>Home Phone</u>	<u>Fax</u> (402) 697-5549
28406	806 VILLAGE SQUARE	GRETN	NE 68028		
28432	2917 S. 168TH ST	OMAHA	NE 68130		
8610	LOWELL HENGELER GODFATHER'S PIZZA OF FREMONT 1851 E. 23RD STREET FREMONT	NE 68025	<u>Business Phone</u> (402) 727-6262	<u>Home Phone</u>	<u>Fax</u>
28379	1851 E. 23RD ST	FREMONT	NE 68025		
8600	MARK HENK & TIM SVOBODA SVOBODA & HENK, INC. 2457 N. 147TH STREET OMAHA	NE 68116	<u>Business Phone</u> (402) 643-4524	<u>Home Phone</u>	<u>Fax</u>
28345	1916 S LOCUST	GRAND ISLAND	NE 68801		

Franchise Store Listing

(By State)



Report Date: 6/25/2020

Page: 17

28385		132 S. 6TH ST	PLATTSMOUTH	NE	68048
28245		122 NORTH 5TH ST	SEWARD	NE	68434
8015	CHARLES (AL) HESS CHESS, INC. 16021 BOYD CIRCLE OMAHA	<u>Business Phone</u> (402) 981-3618	<u>Home Phone</u>	<u>Fax</u>	
	NE 68116				
28414	14139 Q ST		OMAHA	NE	68137
11001	PAT KELLEY KT RESTAURANTS, INC., LLC P.O. BOX 540843 OMAHA	<u>Business Phone</u> (402) 651-0329	<u>Home Phone</u>	<u>Fax</u> (402) 614-2781	
	NE 68154-0843				
28389	15234 WEST MAPLE RD		OMAHA	NE	68116
28398	417 N. SADDLE CREEK RD		OMAHA	NE	68131
28401	7403 NORTH 30TH ST		OMAHA	NE	68112
11905	BOB KUTA KBF, INC. P.O. BOX 1500 COLUMBUS	<u>Business Phone</u> (402) 564-8515	<u>Home Phone</u>	<u>Fax</u>	
	NE 68601				
28375	770 33RD AVE		COLUMBUS	NE	68601
13026	RICHARD MUNDIL PINE STREET PUB, LLC 228 CENTER STREET HOWELLS	<u>Business Phone</u> (402) 841-3211	<u>Home Phone</u>	<u>Fax</u>	
	NE 68641				
28452	247 PINE ST		CLARKSON	NE	68629
15005	STEVE OSBORN OZZIE'S, INC. P.O. BOX 278 SUTHERLAND	<u>Business Phone</u> (308) 386-8472	<u>Home Phone</u>	<u>Fax</u>	
	NE 69165				
28422	I-80 & HWY 25 Truck Stop		SUTHERLAND	NE	69165
16037	LONNIE PARSONS K & L ENTERPRISES, INC. 4105 WEST PHILIP AVENUE NORTH PLATTE	<u>Business Phone</u> (308) 520-3820	<u>Home Phone</u>	<u>Fax</u>	
	NE 69101				
28469	212 WESTVIEW PLAZA		MCCOOK	NE	69001
28462	1100 SOUTH JEFFERS STREET		NORTH PLATTE	NE	69101
16038	HAMAL PATEL GINI, LLC 101 S. CHARDE AVE OAKLAND	<u>Business Phone</u> (402) 685-5534	<u>Home Phone</u>	<u>Fax</u>	
	NE 68045				
28464	101 S. CHARDE AVE		OAKLAND	NE	68045
16200	DAN PETERSEN ELKHORN PIZZA, INC. P.O. BOX 513 ELKHORN	<u>Business Phone</u> (402) 289-2038	<u>Home Phone</u>	<u>Fax</u>	
	NE 68022				
28374	101 HILLRISE		ELKHORN	NE	68022
18400	BRIAN BARTLING RIGEL AIRPORT SERVICES LLC 4501 ABBOTT DRIVE, STE #2200 OMAHA	<u>Business Phone</u> (402) 422-6376	<u>Home Phone</u>	<u>Fax</u> (402) 345-1223	
	NE 68110				
28394	4501 ABBOTT DR-EPPLEY AIRFIELD		OMAHA	NE	68110

Franchise Store Listing

(By State)



Report Date: 6/25/2020
Page: 18

20018	WILLIAM THEISEN BUSINESS VENTURES, L.L.C. 643 N. 98TH STREET, BOX 166 OMAHA	NE 68114	<u>Business Phone</u> (402) 212-8000	<u>Home Phone</u>	<u>Fax</u>
28468		18101 CHICAGO STREET, SUITE 108 ELKHORN			NE 68022
20009	DAVID THIELE MAST ENTERPRISES, INC. 2201 BROADWAY SCOTTSBLUFF	NE 69361	<u>Business Phone</u> (308) 632-5858	<u>Home Phone</u>	<u>Fax</u>
28434		2207 BROADWAY SCOTTSBLUFF			NE 69361
23011	DENNIS WAMSLEY THE POST, LLC P.O. BOX 500 SIDNEY	NE 69162	<u>Business Phone</u> (308) 249-4403	<u>Home Phone</u>	<u>Fax</u>
28448		1020 OLD POST ROAD SIDNEY			NE 69162
4021	JOHN DILSAVER WESTERN OIL II LLC P.O. BOX 10 VALENTINE	NE 69201	<u>Business Phone</u> (402) 376-2224	<u>Home Phone</u>	<u>Fax</u>
28460		108 2ND AVENUE KEARNEY			NE 68847
28459		923 238TH ROAD MILFORD			NE 68405
23004	CHAD WOLLAN WHITEHEAD OIL COMPANY P.O. BOX 30211 LINCOLN	NE 68503	<u>Business Phone</u> (402) 435-3509	<u>Home Phone</u>	<u>Fax</u>
28428		18940 S. 68TH ST HICKMAN			NE 68372
20015	CARL (MARTY) WILLIAMS TACO JOHNS OF NEBRASKA, INC. 3650 N. 10TH STREET GERING	NE 69341	<u>Business Phone</u> (308) 641-7756	<u>Home Phone</u>	<u>Fax</u>
28458		102 W. 5TH ST BRIDGEPORT			NE 69336
3011	DE LONE WILSON CUBBY'S, INC. 9229 MORMON BRIDGE PLZ, STE 6 OMAHA	NE 68152-1959	<u>Business Phone</u> (402) 453-2468	<u>Home Phone</u>	<u>Fax</u> (402) 453-4513
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
13031	RAUL MAZON AMPRIDE TRAVEL CENTER INC. 74 ROOSEVELT STREET PEQUANNOCK	NJ 07440	<u>Business Phone</u> (201) 294-1656	<u>Home Phone</u>	<u>Fax</u>
16618		506 HWY 59 N. DENISON			IA 51442
16619		200 E. 1ST ST UTE			IA 51060
13023	ANIL MANOCHA AAVIV, INC. 5321 DESERT PEACH DR. SPARKS	NV 89436	<u>Business Phone</u> (775) 786-7191	<u>Home Phone</u>	<u>Fax</u> (775) 786-6348
29156		645 BOOTH ST RENO			NV 89509

Franchise Store Listing

(By State)



Report Date: 6/25/2020
Page: 19

5010	JEANETTE DAVIS EG AMERICA, LLC 302 WEST 3RD STREET, FLOOR 3 CINCINNATI OH 45202	<u>Business Phone</u> (719) 948-5932	<u>Home Phone</u>	<u>Fax</u>	
15302	2351 N. CENTERVILLE RD		CENTERVILLE	IN	47330
5010	JEANETTE DAVIS EG AMERICA, LLC 302 WEST 3RD STREET, FLOOR 3 CINCINNATI OH 45202	<u>Business Phone</u> (719) 948-5932	<u>Home Phone</u>	<u>Fax</u>	
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
5010	JEANETTE DAVIS EG AMERICA, LLC 302 WEST 3RD STREET, FLOOR 3 CINCINNATI OH 45202	<u>Business Phone</u> (719) 948-5932	<u>Home Phone</u>	<u>Fax</u>	
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
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
5010	JEANETTE DAVIS EG AMERICA, LLC 302 WEST 3RD STREET, FLOOR 3 CINCINNATI OH 45202	<u>Business Phone</u> (719) 948-5932	<u>Home Phone</u>	<u>Fax</u>	

Franchise Store Listing

(By State)



Report Date: 6/25/2020

Page: 20

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

5010	JEANETTE DAVIS EG AMERICA, LLC 302 WEST 3RD STREET, FLOOR 3 CINCINNATI OH 45202	<u>Business Phone</u> (719) 948-5932	<u>Home Phone</u>	<u>Fax</u>
36411	10 E. SUNSET DR	RITTMAN	OH	44270

16029	SANDEEP PATEL BATAVIA C-STORE, INC. 1029 ASBURY ROAD CINCINNATI OH 45255	<u>Business Phone</u> (513) 328-0509	<u>Home Phone</u>	<u>Fax</u>
36414	2700 OLD STATE ROUTE 32	BATAVIA	OH	45103

5010	JEANETTE DAVIS EG AMERICA, LLC 302 WEST 3RD STREET, FLOOR 3 CINCINNATI OH 45202	<u>Business Phone</u> (719) 948-5932	<u>Home Phone</u>	<u>Fax</u>
43301	1230 PEACHERS MILL RD	CLARKSVILLE	TN	37042
43305	2690 TRENTON RD	CLARKSVILLE	TN	37040-5801
43315	1110 SOUTH JEFFERSON AVE	COOKEVILLE	TN	38506

5010	JEANETTE DAVIS EG AMERICA, LLC 302 WEST 3RD STREET, FLOOR 3 CINCINNATI OH 45202	<u>Business Phone</u> (719) 948-5932	<u>Home Phone</u>	<u>Fax</u>
50247	1006 GEELE AVENUE	SHEBOYGAN	WI	53083

12001	JOE COTTON LOVE'S TRAVEL STOPS & CNTRY STORES, INC. P.O. BOX 26210 OKLAHOMA CITY OK 73126	<u>Business Phone</u> (405) 751-9000	<u>Home Phone</u>	<u>Fax</u>
01250	7561 MESOPOTAMIA STREET	EUTAW	AL	35462
01249	16101 HIGHWAY 84	EVERGREEN	AL	36401
01246	1127 TYSON ROAD	HOPE HULL	AL	36043
01251	747 LEE ROAD 248	SMITHS STATION	AL	36877
01247	905 STEELE STATION ROAD	STEELE	AL	35987

12001	JOE COTTON LOVE'S TRAVEL STOPS & CNTRY STORES, INC. P.O. BOX 26210 OKLAHOMA CITY OK 73126	<u>Business Phone</u> (405) 751-9000	<u>Home Phone</u>	<u>Fax</u>
04138	3910 S. DIVISION ST	BLYTHEVILLE	AR	72315
04143	3404 HIGHWAY 63 NORTH	HAZEN	AR	72064
04144	1600 NORTH HIGHWAY 95	MORRILTON	AR	72110
04139	11801 E. I-40	NORTH LITTLE ROCK	AR	72117

Franchise Store Listing

(By State)



Report Date: 6/25/2020
Page: 21

12001	JOE COTTON LOVE'S TRAVEL STOPS & CNTRY STORES, INC. P.O. BOX 26210 OKLAHOMA CITY	OK 73126	<u>Business Phone</u> (405) 751-9000	<u>Home Phone</u>	<u>Fax</u>		
03230		643 STATE ROAD 90		BENSON		AZ	85602
03231		5000 N. SUNLAND GIN ROAD		ELOY		AZ	85231
03232		2931 E. GILA RIDGE ROAD		YUMA		AZ	85365
12001	JOE COTTON LOVE'S TRAVEL STOPS & CNTRY STORES, INC. P.O. BOX 26210 OKLAHOMA CITY	OK 73126	<u>Business Phone</u> (405) 751-9000	<u>Home Phone</u>	<u>Fax</u>		
05472		2974 LENWOOD RD Truck Stop		BARSTOW		CA	92311
05477		3175 AVENUE 17		MADERA		CA	93637
05476		551 WEST MAIN STREET		WESTMORLAND		CA	92281
05475		100 MARGURITE STREET		WILLIAMS		CA	95987
12001	JOE COTTON LOVE'S TRAVEL STOPS & CNTRY STORES, INC. P.O. BOX 26210 OKLAHOMA CITY	OK 73126	<u>Business Phone</u> (405) 751-9000	<u>Home Phone</u>	<u>Fax</u>		
06342		115 HARRISON AVE		BUENA VISTA		CO	81211
06355		15596 HWY 287		EADS		CO	81036
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
06352		6470 NORTH ELIZABETH STREET		PUEBLO		CO	81008
12001	JOE COTTON LOVE'S TRAVEL STOPS & CNTRY STORES, INC. P.O. BOX 26210 OKLAHOMA CITY	OK 73126	<u>Business Phone</u> (405) 751-9000	<u>Home Phone</u>	<u>Fax</u>		
10522		17309 HIGHWAY 27		LAKE WALES		FL	33859
12001	JOE COTTON LOVE'S TRAVEL STOPS & CNTRY STORES, INC. P.O. BOX 26210 OKLAHOMA CITY	OK 73126	<u>Business Phone</u> (405) 751-9000	<u>Home Phone</u>	<u>Fax</u>		
11251		2766 US HIGHWAY 17 SOUTH		BRUNSWICK		GA	31523
11256		4855 MAYSVILLE ROAD		COMMERCE		GA	30529
11252		1190 FRANK AMERSON PARKWAY		MACON		GA	31216
12001	JOE COTTON LOVE'S TRAVEL STOPS & CNTRY STORES, INC. P.O. BOX 26210 OKLAHOMA CITY	OK 73126	<u>Business Phone</u> (405) 751-9000	<u>Home Phone</u>	<u>Fax</u>		
16604		100 MONROE ST		FLOYD		IA	50435
12001	JOE COTTON LOVE'S TRAVEL STOPS & CNTRY STORES, INC. P.O. BOX 26210 OKLAHOMA CITY	OK 73126	<u>Business Phone</u> (405) 751-9000	<u>Home Phone</u>	<u>Fax</u>		
14312		5 SOUTH STATE STREET		ATKINSON		IL	61235
14314		2005 MOUSETTE LN		EAST ST. LOUIS		IL	62206

Franchise Store Listing

(By State)



Report Date: 6/25/2020

Page: 22

12001	JOE COTTON LOVE'S TRAVEL STOPS & CNTRY STORES, INC. P.O. BOX 26210 OKLAHOMA CITY	OK 73126	<u>Business Phone</u> (405) 751-9000	<u>Home Phone</u>	<u>Fax</u>		
15295		780 JEFF GORDON BLVD	Truck Stop (Limited Menu)	PITTSBORO		IN	46167
12001	JOE COTTON LOVE'S TRAVEL STOPS & CNTRY STORES, INC. P.O. BOX 26210 OKLAHOMA CITY	OK 73126	<u>Business Phone</u> (405) 751-9000	<u>Home Phone</u>	<u>Fax</u>		
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
17297		200 WASHINGTON STREET		ELLIS		KS	67637
17309		3285 EAST US HIGHWAY 50		GARDEN CITY		KS	67846
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
17308		1811 NW BRICKYARD ROAD		TOPEKA		KS	66618
12001	JOE COTTON LOVE'S TRAVEL STOPS & CNTRY STORES, INC. P.O. BOX 26210 OKLAHOMA CITY	OK 73126	<u>Business Phone</u> (405) 751-9000	<u>Home Phone</u>	<u>Fax</u>		
25111		11332 CEDAR LAKE ROAD		BILOXI		MS	39532
25109		730 US-80 EAST		FLOWOOD		MS	39232
25108		6138 LAKE-NORRIS ROAD		LAKE		MS	39092
25114		600 RICHARDSON DRIVE		WALNUT		MS	38683
12001	JOE COTTON LOVE'S TRAVEL STOPS & CNTRY STORES, INC. P.O. BOX 26210 OKLAHOMA CITY	OK 73126	<u>Business Phone</u> (405) 751-9000	<u>Home Phone</u>	<u>Fax</u>		
34332		3308 HWY 226 SOUTH	Truck Stop (Limited Menu)	MARION		NC	28752
34345		1217 TROLLINGWOOD HAWFIELDS RD		MEBANE		NC	27302
12001	JOE COTTON LOVE'S TRAVEL STOPS & CNTRY STORES, INC. P.O. BOX 26210 OKLAHOMA CITY	OK 73126	<u>Business Phone</u> (405) 751-9000	<u>Home Phone</u>	<u>Fax</u>		
35155		13586 57TH STREET NW		WILLISTON		ND	58801
12001	JOE COTTON LOVE'S TRAVEL STOPS & CNTRY STORES, INC. P.O. BOX 26210 OKLAHOMA CITY	OK 73126	<u>Business Phone</u> (405) 751-9000	<u>Home Phone</u>	<u>Fax</u>		
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 LOVE'S TRAVEL STOPS & CNTRY STORES, INC. P.O. BOX 26210 OKLAHOMA CITY	OK 73126	<u>Business Phone</u> (405) 751-9000	<u>Home Phone</u>	<u>Fax</u>		

Franchise Store Listing

(By State)



Report Date: 6/25/2020
Page: 23

29154	12501 APEX GREAT BASIN WAY	LAS VEGAS	NV	89105
12001	JOE COTTON LOVE'S TRAVEL STOPS & CNTRY STORES, INC. P.O. BOX 26210 OKLAHOMA CITY	<u>Business Phone</u> (405) 751-9000	<u>Home Phone</u>	<u>Fax</u>
36416	2586 NORTH MAIN STREET	HUBBARD	OH	44425
36417	6023 ALUM CREEK DRIVE	OBETZ	OH	43137
36415	2241 FAIR ROAD	SIDNEY	OH	45365
4020	IVAN DICKEY IVAN DICKEY, LLC 2101 WEST OWEN K. GARRIOTT RD ENID	<u>Business Phone</u> (580) 402-0440	<u>Home Phone</u>	<u>Fax</u>
37284	2101 WEST OWEN K. GARRIOTT RD.	ENID	OK	73703
12001	JOE COTTON LOVE'S TRAVEL STOPS & CNTRY STORES, INC. P.O. BOX 26210 OKLAHOMA CITY	<u>Business Phone</u> (405) 751-9000	<u>Home Phone</u>	<u>Fax</u>
37267	300 N. MISSISSIPPI	ADA	OK	74820
37275	524 W. MAIN STREET	ADA	OK	74820
37256	619 N. MAIN STREET	ALTUS	OK	73521
37259	607 E. OKLAHOMA BLVD	ALVA	OK	73717
37231	P.O. BOX 2236 Truck Stop (Limited Menu)	ARDMORE	OK	73401
37268	930 W. BROADWAY	ARDMORE	OK	73401
37280	504 S. PARK DRIVE	BROKEN BOW	OK	74728
37278	1326 SOUTH 4TH STREET	CHICKASHA	OK	73018
37281	1001 W. CHOCTAW AVE	CHICKASHA	OK	73018
37285	432 S. GRAND	CRESCENT	OK	73028
37262	202 W. MAIN ST	DUNCAN	OK	73533
37271	1223 NORTH 1ST ST	DURANT	OK	74701
37272	524 W. MAIN STREET	DURANT	OK	74701
37239	P.O. BOX 1645 Truck Stop (Limited Menu)	EDMOND	OK	73083
37291	1645 EAST HIGHWAY 66	EL RENO	OK	73036
37232	1601 BIRKES RD Truck Stop (Limited Menu)	EUFULA	OK	74432
37288	401 N. MAIN STREET	FAIRVIEW	OK	73737
37277	1223 S. DIVISION ST	GUTHRIE	OK	73044
37295	2530 EAST NOBLE AVENUE	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
37290	203 SOUTH MAIN STREET	KINGFISHER	OK	73750
37276	411 SOUTH 1ST STREET	MADILL	OK	73446
37257	811 N. BROADWAY ST	MARLOW	OK	73055
37269	701 S. BROADWAY ST	MARLOW	OK	73055
37293	12601 SOUTH MCLOUD ROAD	MCLOUD	OK	74851
37273	1015 E. STEVE OWENS BLVD	MIAMI	OK	74354
37294	5317 SE 44TH STREET	NORMAN	OK	73072
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

Franchise Store Listing

(By State)



Report Date: 6/25/2020

Page: 24

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

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

12001	JOE COTTON	<u>Business Phone</u>	<u>Home Phone</u>	<u>Fax</u>
	LOVE'S TRAVEL STOPS & CNTRY STORES, INC.	(405) 751-9000		
	P.O. BOX 26210			
	OKLAHOMA CITY	OK	73126	
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
44876	3400 NAFTA PARKWAY		BROWNSVILLE	TX 78526
44857	6421 N. I-35		DENTON	TX 76207
44859	720 N. DUMAS		DUMAS	TX 79029
44877	101 PINNACLE ROAD		LAREDO	TX 78045
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
44872	1124 CENTRAL FREEWAY EAST		WICHITA FALLS	TX 76301

12001	JOE COTTON	<u>Business Phone</u>	<u>Home Phone</u>	<u>Fax</u>
	LOVE'S TRAVEL STOPS & CNTRY STORES, INC.	(405) 751-9000		
	P.O. BOX 26210			
	OKLAHOMA CITY	OK	73126	
48410	1501 PORT OF TACOMA ROAD		FIFE	WA 98424

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

3024	PATRICK M. CAHILL	<u>Business Phone</u>	<u>Home Phone</u>	<u>Fax</u>
	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	<u>Business Phone</u>	<u>Home Phone</u>	<u>Fax</u>
	PACIFIC PIZZA COMPANY	(503) 531-7200		(503) 531-0153
	11280 NW EAST ROAD			
	PORTLAND	OR	97229	
38197	17691 SW FARMINGTON ROAD		ALOHA	OR 97007
38185	2834-A PACIFIC AVE		FOREST GROVE	OR 97116
38206	7440 SW BASELINE		HILLSBORO	OR 97123

Franchise Store Listing

(By State)



Report Date: 6/25/2020

Page: 25

38199	11140 S.W. BARNES RD	PORTLAND	OR	97225
12010	JESSICA REAGAN DUNNE MANNING STORES, LLC 645 W. HAMILTON ST, STE #500 ALLENTOWN PA 18101	<u>Business Phone</u> (610) 625-8005	<u>Home Phone</u>	<u>Fax</u> (484) 626-0193
43327	1190 OAK RIDGE TURNPIKE	OAK RIDGE	TN	37830
2006	CHRIS BARTH KNR FOODS 608 SOUTH KINGS HWY MYRTLE BEACH SC 29577	<u>Business Phone</u> (843) 626-3300	<u>Home Phone</u>	<u>Fax</u> (843) 444-8204
41212	608 SOUTH KINGS HWY	MYRTLE BEACH	SC	29577
1011	LAURIE ANDERSON HANDI MART LLC 100 N HWY 81 ARLINGTON SD 57212	<u>Business Phone</u> (605) 983-5771	<u>Home Phone</u>	<u>Fax</u>
42178	100 N. HWY 81	ARLINGTON	SD	57212
42181	102 HIGHWAY 14 EAST	DE SMET	SD	57231
2010	R.F. BUCHE G.F. BUCHE CO. 401 W. HWY 46 WAGNER SD 57380	<u>Business Phone</u> (605) 384-4300	<u>Home Phone</u>	<u>Fax</u>
42154	E HWY 18/P.O. BOX 788 UPS: 620 2ND ST	MISSION	SD	57555
42153	413 W.HWY 46	WAGNER	SD	57380
3029	MICHAEL CARRELS OCHO, INC. P.O. BOX 1825 ABERDEEN SD 57402	<u>Business Phone</u> (605) 725-3401	<u>Home Phone</u>	<u>Fax</u> (605) 226-3401
42172	711 N. 2ND STREET	ABERDEEN	SD	57401
3202	STEVE CLARK PLAINS PIZZA CORP. 804 EAST 62ND ST. SIOUX FALLS SD 57108	<u>Business Phone</u> (605) 366-2772	<u>Home Phone</u>	<u>Fax</u>
42143	195 21ST ST SOUTHWEST	HURON	SD	57350
42144	WATERTOWN MALL	WATERTOWN	SD	57201
4018	CHRIS DVORAK DVORAK CONVENIENCE STORES, INC. P.O. BOX 200 BLACK HAWK SD 57718	<u>Business Phone</u> (605) 484-9934	<u>Home Phone</u>	<u>Fax</u>
42180	16098 HWY 14/16	NEW UNDERWOOD	SD	57761
4019	JASON DVORAK BLACK HAWK OIL, INC. P.O. BOX 740 BLACK HAWK SD 57718	<u>Business Phone</u> (605) 391-2732	<u>Home Phone</u>	<u>Fax</u>
42179	7215 BLACK HAWK RD	BLACK HAWK	SD	57718
8017	DIANA HOLDEN AGLAND COOP/AMPRIDE 115 SOUTH FIRST STREET PARKSTON SD 57366	<u>Business Phone</u> (605) 928-7543	<u>Home Phone</u>	<u>Fax</u>
42157	905 W. HWY 44	PARKSTON	SD	57366

Franchise Store Listing

(By State)



Report Date: 6/25/2020
Page: 26

22003	CARRIE LEFORT HIGHLAND TRAVEL PLAZA, LLC 2160 HIGHLAND WAY MITCHELL	SD 57301	2160 HIGHLAND WAY MITCHELL	SD 57301	<u>Business Phone</u> (605) 995-5091	<u>Home Phone</u>	<u>Fax</u>
42160							
13025	SURINDER (SAM) MULTANI SURAJ GAS BAR & C STORE, LLC 47018 SD HWY 46 BERESFORD	SD 57004	47018 SD HWY 46 BERESFORD	SD 57004	<u>Business Phone</u> (605) 350-2276	<u>Home Phone</u>	<u>Fax</u>
42177							
16004	GREGG PETERS JONES ENTERPRISES 812 COTTAGE AVE VERMILLION	SD 57069	27600 South Dakota Hwy 19 PO Box 399 Truck Stop (PARKER 812 COTTAGE AVE VERMILLION	SD 57053 SD 57069	<u>Business Phone</u> (605) 624-2624	<u>Home Phone</u>	<u>Fax</u> (605) 624-2743
42152							
42155							
13018	DAWN LAMPKINS MAVERICK, INC. 623 PERKINS STREET UNION CITY	TN 38261	101 HIGHLAND AVE FULTON	KY 42041	<u>Business Phone</u> (731) 885-6444	<u>Home Phone</u>	<u>Fax</u>
18366							
2038	AMIR (ALEX) BOGHANI KNOX C-STORE PRO LLC 2201 GREENWICH LN KNOXVILLE	TN 37932	3990 E. ANDREW JOHNSON HWY 1116 HARVEY RD	GREENEVILLE TN 37745 KNOXVILLE TN 37922	<u>Business Phone</u> (865) 456-4536	<u>Home Phone</u>	<u>Fax</u>
43352							
43353							
8027	PAUL BARRS HOLLINGSWORTH OIL CO., INC. P.O.BOX 29 SPRINGFIELD	TN 37172	6029 NOLENSVILLE PIKE NASHVILLE	TN 37211	<u>Business Phone</u> (615) 384-5852	<u>Home Phone</u>	<u>Fax</u> (615) 384-5559
43312							
13018	DAWN LAMPKINS MAVERICK, INC. 623 PERKINS STREET UNION CITY	TN 38261	202 N. CEDAR ST 609 ELM ST 760 HWY 45 E 1444 CHURCH ST 1500 REELFOOT AVE	GLEASON TN 38229 MARTIN TN 38237 MEDINA TN 38355 TIPTONVILLE TN 38079 UNION CITY TN 38261	<u>Business Phone</u> (731) 885-6444	<u>Home Phone</u>	<u>Fax</u>
43332							
43342							
43333							
43307							
43343							
16024	GIRISH (GARY) PANCHAL MARSHA FOODS AND FUEL, INC. 128 BEAVER CREEK DRIVE PORTLAND	TN 37148	1721 HIGHWAY 41 SOUTH 5500 HIGHWAY 31 WEST Limited Menu 905 N. BROADWAY	GOODLETTSVILLE TN 37072 PORTLAND TN 37148 PORTLAND TN 37148	<u>Business Phone</u> (302) 562-6463	<u>Home Phone</u>	<u>Fax</u>
43345							
43328							
43339							

Franchise Store Listing

(By State)



Report Date: 6/25/2020

Page: 27

16016	BIPINCHANDRA P. PATEL KB FUELS INC. 5989 HIGHWAY 31 WEST PORTLAND	TN 37148	<u>Business Phone</u> (270) 776-3446	<u>Home Phone</u>	<u>Fax</u>
43340		5989 HIGHWAY 31 WEST		PORTLAND	TN 37148
16015	INDRAVADAN K. PATEL JEET HOSPITALITY, INC. 3740 DICKERSON PIKE NASHVILLE	TN 37207	<u>Business Phone</u> (615) 865-6650	<u>Home Phone</u>	<u>Fax</u>
43314		3740 DICKERSON PIKE		NASHVILLE	TN 37207
16017	ANDY PATEL GODFATHER'S PIZZA 219 S. MAIN STREET GOODLETTSVILLE	TN 37072	<u>Business Phone</u> (615) 851-8272	<u>Home Phone</u>	<u>Fax</u>
43318		219 S. MAIN ST		GOODLETTSVILLE	TN 37072
16031	MAYANK (MAX) PATEL ANNIE'S FOOD MART II 4385 ROANE STATE HWY ROCKWOOD	TN 37854	<u>Business Phone</u> (404) 862-7191	<u>Home Phone</u>	<u>Fax</u>
43338		5461 PEA VINE RD		CROSSVILLE	TN 38558
16034	RAJESH (ROGER) PATEL SAKAMBA, INC. 422 CHARLESTON DRIVE COOKEVILLE	TN 38501	<u>Business Phone</u> (630) 751-9224	<u>Home Phone</u>	<u>Fax</u>
43344		4456 S. GRUNDY QUARLES HWY (K & K MARKE		BLOOMINGTON SPRINGS	TN 38545
19036	RAHIM SURANI GRAB N GO LLC 1104 S. BROADWAY ST. PORTLAND	TN 37148	<u>Business Phone</u> (615) 323-9921	<u>Home Phone</u>	<u>Fax</u>
43329		1104 S. BROADWAY ST		PORTLAND	TN 37148
19028	LAKHBIR SINGH BAINS PETROLEUM, LLC 401 S. LAKE DALLAS DR. LAKE DALLAS	TX 75065	<u>Business Phone</u> (940) 497-5250	<u>Home Phone</u>	<u>Fax</u>
44846		401 S. LAKE DALLAS DR		LAKE DALLAS	TX 75065
3033	JACK WHITNEY CAL'S CONVENIENCE, INC. 5605 FM 423, SUITE 500 FRISCO	TX 75034	<u>Business Phone</u> (972) 616-4899	<u>Home Phone</u>	<u>Fax</u>
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
9004	ZAHID IQBAL AM STAR LLC 2717 HAMMOCK LAKE DRIVE LITTLE ELM	TX 75034	<u>Business Phone</u> (219) 588-4607	<u>Home Phone</u>	<u>Fax</u>
44874		1606 FM 423, SUITE 400		FRISCO	TX 75034

Franchise Store Listing

(By State)



Report Date: 6/25/2020
Page: 28

11200	JOSEPH F. KARMOUT JFK1, LLC 1610 BRADNEY DRIVE HOUSTON	TX 77077	<u>Business Phone</u> (832) 423-5741	<u>Home Phone</u>	<u>Fax</u>
44878	402 WEST GRAND PARKWAY SOUTH #103	KATY			TX 77494
11025	SHRADDHA KOTHARI SAIROOP LLC 8639 CHICKASAW PLUM WAY KATY	TX 77494	<u>Business Phone</u> (281) 799-0009	<u>Home Phone</u>	<u>Fax</u>
44861	7925 7TH STREET	BAY CITY			TX 77414
12350	DONALD LEE GENESIS VISION II, LLC 8650 N. SAM HOUSTON PKWY E., HUMBLE	TX 77396	<u>Business Phone</u> (281) 219-6000	<u>Home Phone</u>	<u>Fax</u>
44837	8650 N. SAM HOUSTON PKWY E., #110	HUMBLE			TX 77396
18009	MIKE RATKE GODFATHER'S PIZZA P.O. BOX 166 FARWELL	TX 79325	<u>Business Phone</u> (575) 760-9491	<u>Home Phone</u>	<u>Fax</u>
44851	701 AVENUE A	FARWELL			TX 79325
20013	DEBBIE TILLEY PHOENIX'S PIZZA, LLC 2662 WEST 11275 SOUTH SOUTH JORDAN	UT 84095	<u>Business Phone</u> (801) 647-8171	<u>Home Phone</u>	<u>Fax</u>
45136	10949 S. REDWOOD RD, SUITE 200	SOUTH JORDAN			UT 84095
8560	JUSTIN KOONTZ HOLTZMAN OIL CORP. P.O. BOX 777 MT. JACKSON	VA 22842	<u>Business Phone</u> (540) 477-3131	<u>Home Phone</u>	<u>Fax</u>
47250	9181 N. FREDERICK PIKE	CROSS JUNCTION			VA 22625
47248	100 LEE HIGHWAY RT 11 & US RT 211	NEW MARKET			VA 22844
47252	125 N. MAIN ST	TIMBERVILLE			VA 22853
8040	STEVE HAASE CHS, INC./CENEX ZIP TRIP 16124 E. MARIETTA LN SPOKANE VALLEY	WA 99216	<u>Business Phone</u> (509) 536-7432	<u>Home Phone</u>	<u>Fax</u>
24396	2605 WEST LINCOLN AVENUE	FERGUS FALLS			MN 56537
25001	DANIEL YANEZ-GARCIA Y-GARCIA LLC 1014 N. WENATCHEE AVENUE WENATCHEE	WA 98801	<u>Business Phone</u> (509) 662-5255	<u>Home Phone</u>	<u>Fax</u>
48409	15709 PACIFIC AVE., PAD 8	TACOMA			WA 98444
48402	1014 N. WENATCHEE AVE	WENATCHEE			WA 98801
11250	ANTON (TONY) KAWAK EAST & WEST, INC. 2510 MONDOVI RD. EAU CLAIRE	WI 54701	<u>Business Phone</u> (715) 830-9362	<u>Home Phone</u>	<u>Fax</u>
50228	2510 MONDOVI RD	EAU CLAIRE			WI 54701

Franchise Store Listing

(By State)



Report Date: 6/25/2020

Page: 29

1013	JOSEPH S. ARBAUGH ARBAUGH GROCERY COMPANY, INC 5600 STATE ROUTE 10 SALT ROCK	WV 25559	5600 STATE ROUTE 10 SALT ROCK	WV 25559
49178				
12008	GREG DARBY LITTLE GENERAL STORE, INC. 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	GHEENT	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	WESLEY DOWLING DLM INVESTMENTS LLC 7 GRANDVIEW CIRCLE GILLETTE	WY 82716	302 WEST LAKEWAY ROAD GILLETTE	WY 82718
51138				
22006	ROBERT (BOB) VREELAND VREELAND/MAZZA, LLC 5719 YELLOWSTONE ROAD CHEYENNE	WY 82009	5719 YELLOWSTONE RD CHEYENNE	WY 82009
51137				

Total Franchise Stores 576

EXHIBIT E-2

STORES NOT OPENED AS OF JULY 31, 2020

None

EXHIBIT E-3

FORMER FRANCHISEES

Laura Olguin
NGAF, LLC
P.O. Box 41447
Tucson, AZ
520-240-4502

Art Habib
Razm Corporation
1175 Broadway
Chesterton, IN 46034
773-842-9457

Don Grande
Kibo Holdings, LTD
820 34th Avenue East, #200
West Fargo, ND 58078-7991
701-365-8088

Dennis Holdsworth
BC's Truck Plaza, Inc.
506 Hwy 59 North
Denison, IA 51442
712-263-9371

Butch Howard
HMSHost
6905 Rockledge Drive
Bethesda, MD 20817
240-694-4100

Bradley Brink
KB Stores, Inc.
1862 County Road 17
Lyons, NE 68038
402-372-7205

Mike Devine
Westside Store
630 South 6th Avenue
DeWitt, IA 52742
309-781-0579

Andrea Teal
Teal's Convenience - Luverne, L.L.C.
201 2nd Avenue South, Suite 101
Cold Spring, MN 56320
320-630-2329

Bhupendra Patel
Radha Food & Gas, Inc.
60 East Pike Street
Fayetteville, OH 45118
513-490-9020

Jim Mulgrew
Mulgrew Oil Co.
10314 Silverwood Dr.
Dubuque, IA 52003
563-590-0092

Toby Dolt
Judy's Place, LLC
220 W. 6th Street
Lawson, MO 64062
816-365-4956

Srujan Vusirikapalli
Sarayu Investments LLC
12501 Valley View Road
Shawnee, OK 74804
405-706-5555

Brooke Lilley
Jet Gas Corporation
P.O. Box 67
Houghton, IA 52631
641-919-7020

Tony Gier/Jenna House
G & H Ventures, LLC
3253 E. Chestnut Expressway
Springfield, MO 65802
417-882-2632

Jessica Reagan
Dunne Manning Stores, LLC
645 West Hamilton St., Suite 500
Allentown, PA 18101
865-382-1730

Brad Price/ Lori Mourlam
ROC Management & Associates, Inc.
3000 18th Street
Spirit Lake, IA 51360
712-330-2403 / 712-336-3933

Matt & Nikki O'Connell
Custom Lawn Care of Lake of the Ozarks, LLC
P.O. Box 1362
Sunrise Beach, MO 65079
573-280-5638

Amin Ali
Bombay Karachi, Inc.
13731 Contour Ct.
Richmond, TX 77407
832-643-9433

John Ketchen
Ketchen, Inc.
101 W. Fourth Street
Vinton, IA 52349
319-472-3480

Chris & Wendy Allen
MLO Investments, Inc.
4141 38th Street South, Suite E1
Fargo, ND 58104
701-238-2921

Jeff & CeAnne Kaiser
Kieler Mall, Inc.
P.O. Box 338
Kieler, WI 53812
708-267-9683

State Effective Dates

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the state, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

This document is effective and may be used in the following states, where the document is filed, registered or exempt from registration, as of the Effective Date stated below:

State	Effective Date
California	August 28, 2019
Illinois	September 20, 2019
Indiana	October 18, 2019
Maryland	September 4, 2019
Michigan	August 19, 2019
Minnesota	September 19, 2019
New York	December 26, 2019
North Dakota	September 19, 2019
Rhode Island	August 19, 2019
South Dakota	August 16, 2019
Virginia	November 10, 2019
Washington	November 27, 2019
Wisconsin	July 30, 2020

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

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

Issuance Date: July 31, 2020

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

I have received a disclosure document dated July 31, 2020 that included the following Exhibits:

Exhibit A.	State Agencies/Agents For Service Of Process
Exhibit B-1.	Franchise Agreement
Exhibit B-2.	Agreement for Area Development
Exhibit C.	Financial Statements
Exhibit D.	Operations Manual Table Of Contents
Exhibit E-1.	Franchisees as of June 25, 2020
Exhibit E-2.	Stores Not Yet Open as of July 31, 2020
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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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.

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- Exhibit E-3. Former Franchisees
- Exhibit F. Receipts

Date	Signature	Printed Name
Date	Signature	Printed Name

Please sign this copy of the receipt, date your signature and return it to the Franchise Services Department, Godfather's Pizza, Inc., 2808 North 108th Street, Omaha, NE 68164.
4829-0889-7734, v. 1