FRANCHISE DISCLOSURE DOCUMENT

Godfather's Pizza, Inc.
A Delaware Corporation
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www.godfathers.com

Godfather's Pizza®

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

The total investment necessary to begin operation of a Godfather's Pizza franchised business is from $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 30, 2021

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.

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

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

GPI is a Delaware corporation that was incorporated on June 26, 1985. GPI does business as "Godfather's Pizza." GPI currently has no predecessors required to be included in this Item. It has three affiliates, Gartlan Real Estate Holdings, LLC ("GREH"), GPBCM, Inc. ("GPBCM"), and GPTB, Inc. ("GPTB"). GREH, which has the same principal business address as GPI, is a real estate holding company. GREH owns the building in which GPI's corporate headquarters is located. GPBCM and GPTB, which have the same principal business address as GPI, are used by GPI for the development of new concepts. GPTB is utilized to franchise a concept serving pizza and other food products internationally. There are 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 30, 2021 the Godfather's Pizza To Go program operated in 711 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. 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; Godfather's Pizza, Chicken and Buffet, a pizza, chicken and 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.

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 Marketing 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.

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, except for the following case.

Michael Glassmyer and Glasco Enterprises, Inc. vs. Godfather's Pizza, Inc. This case was filed as Case No. CI 21-0000069 in the District Court of Adams County, Nebraska. Glasco Enterprises, Inc. ("Glasco") was a Godfather's Pizza franchisee in Hastings, Nebraska and Mr. Glassmyer was Glasco's sole owner. GPI terminated Glasco's Franchise Agreement after Mr. Glassmyer pleaded no contest to a criminal charge in Adams County Court. Glasco and Mr. Glassmyer filed this action seeking a temporary restraining order or an injunction to prevent the termination. The court denied the request for a temporary restraining order or an injunction and the plaintiffs closed their Godfather's Pizza location. The plaintiffs have also alleged breach of contract by GPI in terminating the Franchise Agreement and seek damages and declaratory relief that the termination was improper. GPI filed an answer denying the substance of the plaintiff's claims and seeks declaratory relief that the termination of the Franchise Agreement was proper and that the post-term non-compete provisions of the Franchise Agreement are enforceable. This case is currently in the discovery stage.

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 Area Development Agreement ("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 traditional or non-traditional 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 delivery/carryout or non-traditional store locations. In an Area Agreement for traditional locations GPI reserves the right to grant franchises for non-traditional locations in the development area. In an Area Agreement for non-traditional locations GPI reserves the right to grant franchises for traditional locations in the development area.

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 $8,000 to $15,000 for delivery/carryout locations, from $0 to $7,500 for non-traditional locations and from $0-$3,000 for franchisees who purchased existing units from GPI or another franchisee. GPI did not sell any franchises for traditional sit-down restaurants in its most recent fiscal year. GPI also has a program for honorably discharged veterans of the United States military services under which

applicants who satisfy GPI's normal financial and operational qualifications will have their initial franchise fee reduced by 50% of the maximum initial franchise fees described in this paragraph.

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

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

When you pay your initial franchise fee you must also pay a deposit of $1,000 for a non-traditional location or $5,000 for a traditional location, including delivery/carryout locations (the "Continuing Fee Deposit"). We will apply this deposit to the payment of any amount of past due continuing fees described in a default letter sent to you. If you have not received a 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:

Type of fee	**Amount**	**Due Date**	**Remarks[1]**
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.
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

Type of fee	**Amount**	**Due Date**	**Remarks[1]**
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
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

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment Is To Be Made
Misc. Opening Costs	$12,500 (7)	Lump Sum	As purchased	Vendors
Signs	$4,500-$12,500	Lump Sum	As purchased	Vendors
Initial Training	$4,500-$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 two 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 48 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	$15,000-$25,000 (8)	Terms Set by Vendors	As incurred	Contractors

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment Is To Be Made
Improvements				
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 two 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 48 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

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment Is To Be Made
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 two 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 48 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

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment Is To Be Made
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 two 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 48 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 30, 2021, GPI's total revenues were $18,292,000 and GPI's total revenues from the purchases of the marketing materials were $53,082. 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	No obligation imposed
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 and Exhibit A
l. Ongoing product/service purchases	Sections 2, 3B and 3C	Item 8	No obligation imposed
m. Maintenance, appearance and remodeling requirements	Section 9A	Item 7	No obligation imposed

OBLIGATION	SECTION IN FRANCHISE AGREEMENT	ITEM # IN DISCLOSURE DOCUMENT	SECTION IN AREA AGREEMENT
n. Insurance	Section 9G	Item 7	Section 9B
o. Advertising	Section 10	Item 7	Section 4
p. Indemnification	Section 5	Item 13	Section 9A
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	No obligation imposed
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	Section 1
y. Personal Guaranty	Section 17I	Items 1, 17	Section 10E

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 four hours of online training for the quick service restaurant program and approximately six 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, but may also be conducted remotely in GPI's discretion. 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 14 years with Godfather's Pizza and from 3 to 15 years of training experience, including from less than 1 to 11 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.

We require all new hires of your franchise to complete their assigned learning path in The Informant, which is GPI's online training program, within 30 days of their hire date. 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, previously trained managers, multi-unit supervisors and your employees to complete periodic refresher training courses at locations or via e-learning 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.

<u>During the operation of the franchised business, GPI will:</u>

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 digital copies 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 477 pages including the front cover; the Quick Service Restaurant Operations Manual has 360 pages including the front cover.

4. GPI requires all franchisees to properly enroll all new hires into the learning management system and oversee completion of their assigned training program within 30 days of

employment. 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 and training 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, employee training, 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. In an Area Agreement for traditional locations GPI reserves the right to grant franchises for non-traditional locations in the development area. In an Area Agreement for non-traditional locations GPI reserves the right to grant franchises for traditional locations in the development area.

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. Certain catering or vending events more than an eight (8) minute drive from your location may be allowed with prior written approval from GPI.

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.

Godfather's Pizza®

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" 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. Certain catering or vending events more than an eight (8) minute drive from your location may be allowed with prior written approval from GPI. 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/carryout 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

	PROVISION	SECTION IN FRANCHISE AGREEMENT	SUMMARY
			different fee requirements and territorial rights.
d.	Termination by you	Section 15A	You can terminate if GPI has uncured default.
e.	Termination by GPI without cause	None	N/A
f.	Termination by GPI with cause	Section 15B	GPI can terminate only if you default.
g.	"Cause" defined-curable defaults	Section 15B	You have 3 days to cure violations of health, sanitation or safety laws; 5 days to cure defaults related to use of the Marks, failure to provide 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.

	PROVISION	SECTION IN FRANCHISE AGREEMENT	SUMMARY
i.	Your obligations on termination/non-renewal	Section 16	Obligations include stop operating as Godfather's Pizza location, assign lease for the location (other than a non-traditional location) to GPI, completely de-identify, submit all reports, pay all amounts owed GPI, change phone number, websites and social networking sites or permit GPI to assume operation of such sites, and notify GPI of compliance with these obligations.
j.	Assignment of contract by GPI	Section 13A	GPI can assign to anyone who assumes GPI's obligations under the Franchise Agreement.
k.	"Transfer" by you-definition	Section 13B	Includes transfer of contract or assets or ownership change.
l.	GPI's approval of transfer by you	Section 13C	GPI has the right to approve all transfers but may not unreasonably withhold approval if conditions in Franchise Agreement met. The 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, including a delivery/carryout 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	Section 13E	GPI can match any offer for your business.

	PROVISION	SECTION IN FRANCHISE AGREEMENT	SUMMARY
	refusal to acquire your business		
o.	GPI's option to purchase your business	Section 16D	If you default, GPI can acquire the right to lease your location (other than a non-traditional location) to operate or franchise a Godfather's Pizza location.
p.	Your death or disability	Section 13B	The transfer of an interest in the franchisee, the Franchise Agreement, the franchise or the location following death or disability is treated as a transfer subject to the terms of Section 13 of the Franchise Agreement.
q.	Non-competition covenants during the term of the franchise	Section 8	No business anywhere by franchisee, its owners or members of franchisee's management team, or their immediate families, offering pizza or other products similar to those offered by Godfather's Pizza locations.
r.	Non-competition covenants after 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 17H	Written modifications allowed by agreement of you and GPI.
t.	Integration/merger clause	Section 17I	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 17G	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 17G	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	Section 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	Section 6C	As agreed by you and GPI.
c.	Requirements for you to renew or extend	Section 6C	Agree in writing with GPI.
d.	Termination by you	Section 6B	You can terminate if GPI defaults and does not cure default within 30 days.
e.	Termination by GPI without cause	None	N/A
f.	Termination by GPI with cause	Section 6B	GPI can terminate only if you default.
g.	"Cause" defined-curable defaults	Section 6B	You have 30 days to cure defaults, except those described in the Area Agreement as incurable.
h.	"Cause" defined-non-curable defaults	Section 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	Section 6D	You can operate restaurants in development area, but GPI can permit other development.
j.	Assignment of contract by GPI	Section 5A	GPI can assign to anyone who assumes GPI's obligations under Agreement.
k.	"Transfer" by you-definition	Sections 1B and 5B	Includes transfer of assets or contract or ownership change.
l.	GPI's approval of transfer by you	Section 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 below.	N/A
n.	GPI's right of first	Section 5B(3)	GPI can match any offer for your business.

	PROVISION	SECTION IN AREA AGREEMENT	SUMMARY
	refusal to acquire 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
s.	Modification of the agreement	Sections 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	Section 10B	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	Section 1H	The state and federal courts of Douglas County Nebraska are the exclusive venues for actions brought regarding the Area Agreement, unless the franchise law of your state provides otherwise.
w.	Choice of law	Section 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 2019 TO 2021

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	2019	536	558	22
	2020	558	576	18
	2021	576	583	7
Company-Owned	2019	12	11	-1
	2020	11	10	-1
	2021	10	10	0
Total Outlets	2019	548	569	21
	2020	569	586	17
	2021	586	593	7

TABLE NO. 2

TRANSFERS OF OUTLETS FROM FRANCHISEES TO NEW OWNERS (OTHER THAN FRANCHISOR OR AN AFFILIATE) FOR YEARS 2019 TO 2021

State	Year	Number of Transfers
Alabama	2019	0
	2020	0
	2021	3
Florida	2019	1

State	Year	Number of Transfers
	2020	0
	2021	0
Indiana	2019	2
	2020	1
	2021	0
Iowa	2019	1
	2020	3
	2021	1
Kansas	2019	3
	2020	0
	2021	0
Kentucky	2019	36
	2020	0
	2021	0
Minnesota	2019	0
	2020	2
	2021	0
Missouri	2019	12
	2020	1
	2021	1
Nebraska	2019	1
	2020	0
	2021	1
North Carolina	2019	1
	2020	0

State	Year	Number of Transfers
	2021	0
Ohio	2019	1
	2020	0
	2021	0
South Dakota	2019	0
	2020	0
	2021	1
Tennessee	2019	4
	2020	2
	2021	2
Wisconsin	2019	1
	2020	0
	2021	0
Total	2019	63
	2020	9
	2021	9

TABLE NO. 3

STATUS OF FRANCHISED OUTLETS FOR YEARS 2019 TO 2021

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	2019	8	1	1	0	0	0	8
	2020	8	2	0	0	0	0	10
	2021	10	0	0	0	0	0	10
Alaska	2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	0	1

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations-Other Reasons	Outlets at End of Year
	2021	1	0	0	0	0	0	1
Arkansas	2019	3	1	0	0	0	0	4
	2020	4	2	0	0	0	0	6
	2021	6	1	0	0	0	0	7
Arizona	2019	1	2	0	0	0	0	3
	2020	3	0	0	0	0	0	3
	2021	3	1	0	0	0	0	4
California	2019	3	1	0	0	0	0	4
	2020	4	2	0	0	0	0	6
	2021	6	0	1	0	0	0	5
Colorado	2019	9	1	1	0	0	0	9
	2020	9	2	0	0	0	0	11
	2021	11	3	0	0	0	0	14
Florida	2019	1	0	0	0	0	0	1
	2020	1	1	0	0	0	0	2
	2021	2	1	1	0	0	0	2
Georgia	2019	6	1	1	0	0	0	6
	2020	6	1	0	0	0	0	7
	2021	7	2	0	0	0	0	9
Idaho	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	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
Illinois	2019	35	5	2	0	0	0	38
	2020	38	2	0	0	0	0	40
	2021	40	6	0	0	0	0	46
Indiana	2019	27	1	0	0	0	0	28
	2020	28	2	0	0	0	0	30
	2021	30	3	1	0	0	0	32
Iowa	2019	96	3	6	0	0	0	93
	2020	93	0	5	0	0	0	88
	2021	88	7	2	0	0	0	93
Kansas	2019	15	2	0	0	0	0	17
	2020	17	2	0	0	0	0	19
	2021	19	0	4	0	0	0	15
Kentucky	2019	59	1	2	0	0	0	58
	2020	58	0	0	0	0	0	58
	2021	58	0	11	0	0	0	47
Louisiana	2019	1	0	1	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
Massachusetts	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	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
Michigan	2019	5	0	0	0	0	0	5
	2020	5	0	0	0	0	0	5
	2021	5	0	0	0	0	0	5
Minnesota	2019	21	2	1	0	0	0	22
	2020	22	1	2	0	0	0	21
	2021	21	1	0	0	0	0	22
Mississippi	2019	3	1	0	0	0	0	4
	2020	4	1	0	0	0	0	5
	2021	5	0	1	0	0	0	4
Missouri	2019	34	2	1	0	0	0	35
	2020	35	3	2	0	0	0	36
	2021	36	0	10	0	0	0	26
Montana	2019	3	0	0	0	0	0	3
	2020	3	0	0	0	0	0	3
	2021	3	0	0	0	0	0	3
Nebraska	2019	41	5	2	0	0	0	44
	2020	44	3	1	0	0	0	46
	2021	46	2	3	0	0	0	45
Nevada	2019	2	0	0	0	0	0	2
	2020	2	0	0	0	0	0	2
	2021	2	1	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
New Hampshire	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
New Jersey	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
New Mexico	2019	5	1	1	0	0	0	5
	2020	5	0	1	0	0	0	4
	2021	4	0	0	0	0	0	4
New York	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
North Carolina	2019	4	0	0	0	0	0	4
	2020	4	0	0	0	0	0	4
	2021	4	3	0	0	0	0	7
North Dakota	2019	6	0	0	0	0	0	6
	2020	6	2	1	0	0	0	7
	2021	7	0	0	0	0	0	7
Ohio	2019	8	2	0	0	0	0	10
	2020	10	3	2	0	0	0	11
	2021	11	1	1	0	0	0	11

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations-Other Reasons	Outlets at End of Year
Oklahoma	2019	41	4	0	0	0	0	45
	2020	45	1	1	0	0	0	45
	2021	45	3	0	0	0	0	48
Oregon	2019	6	0	0	0	0	0	6
	2020	6	0	0	0	0	0	6
	2021	6	0	0	0	0	0	6
Pennsylvania	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	1	0	0	0	0	1
Rhode Island	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
South Carolina	2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
South Dakota	2019	17	1	0	0	0	0	18
	2020	18	0	0	0	0	0	18
	2021	18	1	0	0	0	0	19
Tennessee	2019	26	2	1	0	0	0	27
	2020	27	1	0	0	0	0	28
	2021	28	2	1	0	0	0	29

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations-Other Reasons	Outlets at End of Year
Texas	2019	19	5	0	0	0	0	24
	2020	24	3	1	0	0	0	26
	2021	26	3	0	0	0	0	29
Utah	2019	2	0	1	0	0	0	1
	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
Virginia	2019	3	0	0	0	0	0	3
	2020	3	0	0	0	0	0	3
	2021	3	1	0	0	0	0	4
Washington	2019	3	0	1	0	0	0	2
	2020	2	1	0	0	0	0	3
	2021	3	0	0	0	0	0	3
West Virginia	2019	16	0	0	0	0	0	16
	2020	16	0	0	0	0	0	16
	2021	16	1	0	0	0	0	17
Wisconsin	2019	3	0	0	0	0	0	3
	2020	3	0	1	0	0	0	2
	2021	2	0	1	0	0	0	1
Wyoming	2019	2	0	0	0	0	0	2
	2020	2	0	0	0	0	0	2
	2021	2	0	0	0	0	0	2

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations-Other Reasons	Outlets at End of Year
Totals	2019	536	44	22	0	0	0	558
	2020	558	35	17	0	0	0	576
	2021	576	44	37	0	0	0	583

TABLE NO. 4

STATUS OF COMPANY-OWNED OUTLETS
FOR YEARS 2019 TO 2021

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	2019	0	0	0	0	0	0
	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
Iowa	2019	2	0	0	0	0	2
	2020	2	0	0	0	0	2
	2021	2	0	0	0	0	2
Kansas	2019	2	0	0	0	0	2
	2020	2	0	0	0	0	2
	2021	2	0	0	0	0	2
Minnesota	2019	1	0	0	0	0	1
	2020	1	0	0	0	0	1
	2021	1	0	0	0	0	1
Missouri	2019	0	0	0	0	0	0
	2020	0	0	0	0	0	0
	2021	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
Nebraska	2019	6	0	0	0	1	5
	2020	5	0	0	1	0	4
	2021	4	0	0	0	0	4
South Dakota	2019	1	0	0	0	0	1
	2020	1	0	0	0	0	1
	2021	1	0	0	0	0	1
Totals	2019	12	0	0	0	0	11
	2020	11	0	0	1	0	10
	2021	10	0	0	0	0	10

TABLE NO. 5
PROJECTED OPENINGS AS OF JUNE 1, 2021

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	0	0
Arizona	0	3	0
Arkansas	0	2	0
California	0	2	0
Colorado	0	3	0
Connecticut	0	1	0
Florida	0	0	0
Georgia	0	0	0
Illinois	0	4	0
Indiana	0	5	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
Iowa	0	0	0
Kansas	0	2	0
Kentucky	0	2	0
Louisiana	0	3	0
Minnesota	0	2	0
Mississippi	0	2	0
Missouri	0	0	0
Montana	0	1	0
Nebraska	0	1	0
Nevada	0	2	0
New Mexico	0	1	0
New York	0	1	0
North Carolina	0	3	0
Ohio	0	2	0
Oklahoma	0	4	0
South Dakota	0	0	0
Tennessee	0	2	0
Texas	0	6	0
Utah	0	2	0
Washington	0	1	0
West Virginia	0	2	0
Wisconsin	0	1	0
Wyoming	0	0	0
TOTAL	0	60	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 May 30, 2021. Exhibit “E-2” lists the franchisees who have signed Franchise Agreements for locations which were not yet operational as of July 30, 2021. 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.

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 30, 2021 and May 31, 2020. Statements of Operations, Shareholders' Equity and Cash Flows for the fiscal year ended May 30, 2021 and the fiscal year ended May 31, 2020.

2. 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.

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 Area Development Agreement, 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 Financial Protection and Innovation. Any complaints concerning the contents of the website may be directed to the California Department of Financial Protection and Innovation at www.dfpi.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 Financial Protection and Innovation

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
2101 Arena Boulevard
Sacramento, California 95834
(866) 275-2677

San Diego
1455 Frazee Road, Suite 315
San Diego, California 92108
(866) 275-2677

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

Acting Commissioner of Financial Protection and Innovation
Christopher S. Shultz
http://www.dfpi.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
Debbie Yost
Department of Banking and Finance
1526 K Street
Suite 300
Lincoln, Nebraska 68508
(402) 471-3445
http://www.ndbf.ne.gov

New York
Administrator:
Office of the New York State Attorney General
Investor Protection Bureau
Franchise Section
28 Liberty Street, 15th Floor
New York, NY 10005
(212) 416-8222 Phone
(212) 416-8816 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
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

EXHIBIT "A"

REGISTERED AGENTS OF GPI

ALASKA Corporation Service Company 9360 Glacier Highway, Suite 202 Juneau, AK 99801	**ALABAMA** Corporation Service Company, Inc. 641 South Lawrence Street Montgomery, AL 36104
ARKANSAS Corporation Service Company 300 Spring Building, Suite 900 300 S. Spring Street Little Rock, AR 72201	**ARIZONA** Corporation Service Company 8825 N 23rd Avenue, Suite 100 Phoenix, AZ 85021
CALIFORNIA Department of Financial Protection and Innovation 320 West 4th Street, Suite 750 Los Angeles, CA 90013-2344 CSC-Lawyers Incorporating Service 2710 Gateway Oaks Drive Suite 150N Sacramento, CA 95833-3505	**COLORADO** Corporation Service Company 1900 W. Littleton Boulevard Littleton, CO 80120
CONNECTICUT Corporation Service Company 100 Pearl Street, 17th Floor Hartford, CT 06103	**DISTRICT OF COLUMBIA** Corporation Service Company 1090 Vermont Ave., N.W. Washington, DC 20005
DELAWARE Corporation Service Company 251 Little Falls Drive Wilmington, DE 19808	**FLORIDA** Corporation Service Company 1201 Hays Street Tallahassee, FL 32301
GEORGIA Corporation Service Company 2 Sun Court, Suite 400 Peachtree Corners, GA 30092	**HAWAII** Corporation Service Company 1003 Bishop Street Suite 1600 Pauahi Tower Honolulu, HI 96813
IDAHO Corporation Service Company 12550 West Explorer Drive, Suite 100 Boise, ID 83713	**ILLINOIS** Illinois Attorney General's Office 500 South Second Street Springfield, IL 62706 Illinois Corporation Service Company 801 Adlai Stevenson Drive Springfield, Il 62703
INDIANA Corporation Service Company 135 North Pennsylvania Street Suite 1610 Indianapolis, IN 46204	**IOWA** Corporation Service Company 505 5th Avenue, Suite 729 Des Moines, IA 50309

KANSAS Corporation Service Company 2900 SW Wanamaker Drive Suite 204 Topeka, KS 66614	**KENTUCKY** Corporation Service Company 421 West Main Street Frankfort, KY 40601
LOUISIANA Corporation Service Company 501 Louisiana Avenue Baton Rouge, LA 70802	**MAINE** Severin M. Beliveau, Clerk c/o Corporation Service Company 45 Memorial Circle Augusta, ME 04330
MARYLAND Maryland Securities Commissioner 200 St. Paul Place Baltimore, MD 21202-2020 CSC-Lawyers Incorporating Service Company 7 St. Paul Street Suite 820 Baltimore, MD 21202	**MASSACHUSETTS** Corporation Service Company 84 State Street Boston, MA 02109
MICHIGAN Consumer Protection Division Franchise Section 525 West Ottawa Street Williams Building, 1st Floor Lansing, MI 48933 CSC-Lawyers Incorporating Service (Company) 2900 West Road, Ste 500 East Lansing, MI 48823	**MINNESOTA** Minnesota Commissioner of Corporations 380 Jackson Street Suite 418 St. Paul, MN 55101 Corporation Service Company 2345 Rice Street, Suite 230 Roseville, MN 55113
MISSISSIPPI Corporation Service Company 7716 Old Canton Road, Suite C Madison, MS 39110	**MISSOURI** CSC-Lawyers Incorporating Service Co. 221 Bolivar Street Jefferson City, MO 65101
MONTANA Corporation Service Company 26 West Sixth Avenue P.O. Box 1691 Helena, MT 59624-1691	**NEBRASKA** CSC-Lawyers Incorporating Service Co. 233 South 13th Street, Suite 1900 Lincoln, NE 68508
NEVADA Corporation Service Company 112 North Curry Street Carson City, NV 89703	**NEW HAMPSHIRE** Corporation Service Company 10 Ferry Street Suite 313 Concord, NH 03301

NEW JERSEY Corporation Service Company Princeton South Corporate Ctr., Suite 160 100 Charles Ewing Blvd. Ewing, NJ 08628	**NEW MEXICO** Corporation Service Company MC-CSCI, 726 E. Michigan Drive Suite 101 Hobbs, NM 88240-3465
NEW YORK Attention: Uniform Commercial Code New York Department of State One Commerce Plaza, 99 Washington Avenue, 6th Floor Albany, NY 12231-0001 (518) 473-2492 Corporation Service Company 80 State Street Albany, NY 12207-2543	**NORTH CAROLINA** Corporation Service Company 2626 Glenwood Avenue, Suite 550 Raleigh, NC 27608
NORTH DAKOTA 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	**OHIO** Corporation Service Company 50 West Broad Street, Suite 1330 Columbus, OH 43215 **OKLAHOMA** Corporation Service Company 10300 Greenbriar Place Oklahoma City, OK 73159-7653
OREGON Corporation Service Company 1127 Broadway Street NE Suite 310 Salem, OR 97301	**PENNSYLVANIA** Corporation Service Company 2595 Interstate Drive Suite 103 Harrisburg, PA 17110
RHODE ISLAND Director, Department of Business Regulation 1511 Pontiac Avenue John O. Pastore Complex-Building 68-2 Cranston, RI 02920 Corporation Service Company 222 Jefferson Boulevard, Suite 200 Warwick, RI 02888	**SOUTH CAROLINA** Corporation Service Company 508 Meeting Street West Columbia, SC 29169 **SOUTH DAKOTA** Corporation Service Company 503 South Pierre Street Pierre, SD 57501 Director of Securities 124 S. Euclid, Suite 104 Pierre, SD 57501

TENNESSEE Corporation Service Company 2908 Poston Avenue Nashville, TN 37203	**TEXAS** Corporation Service Company d/b/a CSC-Lawyers Incorporating Service Co. 211 E. 7th Street, Suite 620 Austin, TX 78701-3218
UTAH Corporation Service Company 15 West South Temple, Suite 600 Salt Lake City, UT 84101	**VERMONT** Corporation Service Company 100 North Main Street, Suite 2 Barre, VT 05641
VIRGINIA Clerk of the State Corporation Commission 1300 East Main Street, 1st Floor Richmond, VA 23219 Corporation Service Company 100 Shockoe Slip, 2nd Floor Richmond, VA 23219	**WASHINGTON** Director of Department of Financial Institutions Securities Division 150 Israel Rd SW Tumwater WA 98501 Corporation Service Company MC-CSC1, 300 Deschutes Way SW Suite 208 Tumwater, WA 98501
WEST VIRGINIA Corporation Service Company 209 West Washington Street Charleston, WV 25302	**WISCONSIN** Department of Financial Institutions Division of Securities 201 W. Washington Avenue Suite 300 PO Box 1768 Madison, WI 53701-1768 Corporation Service Company 8040 Excelsior Drive, Suite 400 Madison, WI 53717
WYOMING Corporation Service Company 1821 Logan Avenue Cheyenne, WY 82001	

EXHIBIT "B-1"

GODFATHER'S PIZZA, INC.

FRANCHISE AGREEMENT

FRANCHISEE:

DATE OF AGREEMENT:

FRANCHISED LOCATION:

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

GODFATHER'S PIZZA, INC.

FRANCHISE AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____20__, by and between Godfather's Pizza, Inc., a Delaware corporation, with its principal office at 2808 North 108th Street, Omaha, Nebraska 68164 (the "Company") and _____ _____ whose principal address is _____ ("Franchisee").

1. PREAMBLES AND GRANT OF FRANCHISE

A. PREAMBLES

The Company has designed and developed products and methods of service for the sale of pizza and related products at locations identified by the trademark "Godfather's Pizza". Godfather's Pizza locations utilize distinctive and unique recipes, ingredients and methods of preparing food in distinctive and common formats, designs, equipment, signs, layout, décor, systems, methods, specifications, standards and procedures, all of which may be improved, further developed or otherwise modified from time-to-time. The Company possesses proprietary rights in certain valuable trademarks and service marks (the "Marks") including the Mark "Godfather's Pizza". The Company grants to qualified persons franchises to own and operate Godfather's Pizza locations offering only the food and beverage products authorized and approved by the Company and utilizing the Company's common formats, designs, equipment, signs, layout, décor systems, methods, specifications, standards and procedures, and the Marks. These franchise locations include locations that may provide sit-down, 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, including third party 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, the sale of licensed products from convenience stores and other locations identified by the Company and sales on 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. Company may provide some or all of this training remotely in Company's sole discretion.

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, including remote training. 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, social media, other online sites 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 Area Development Agreement 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 Area Development Agreement 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 Area Development Agreement 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 or advertising fund contributions 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, an affiliate of Franchisee or another entity owned by an individual 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 and will sign all documents provided by the Company to show that all proprietary rights to the property are owned by the Company.

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 a Traditional 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; (11) reporting of sales and making payments of continuing fees; and (12) data privacy and data security. 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, injunction, 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 or regarding data privacy or data security; (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;

(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; and

(8) Franchisee will comply with all policies and standards specified by the Company related to data privacy and data security.

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 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, social media and website policies 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 or methods 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, including a delivery/carryout 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 damage from other causes the Company determines that Franchisee could not reasonably control 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 the Company determines in its sole discretion 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.

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

GODFATHER'S PIZZA, INC.	**FRANCHISEE**:
By _____	By _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	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.

AREA DEVELOPMENT AGREEMENT

COMPANY: GODFATHER'S PIZZA, INC.

DEVELOPER:

DEVELOPMENT AREA:

GODFATHER'S PIZZA, INC.

AREA DEVELOPMENT AGREEMENT

This AGREEMENT is made and entered into effective _____ (the "Effective Date"), by and between Godfather's Pizza, Inc., a Delaware corporation with its principal office at 2808 North 108th Street, Omaha, Nebraska 68164 ("Company"), and _____ whose principal address is _____ ("Developer").

RECITIALS

Company franchises 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, the following definitions will apply:

(1) "Agreement" will mean this Area Development Agreement, as originally executed or as 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 attached 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 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 for the first Location the Franchise Agreement between Company and Developer as Franchisee with provisions substantially similar to those in the attached Exhibit "B". For additional Locations developed under this Agreement, Company may require Developer to sign Company's then current form of Franchise Agreement.

(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) "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 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: Developer 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 traditional locations within the Development Area; and at the completion of development Company will issue to Developer a Franchise Agreement for each Location. Company reserves the right within

the Development Area to offer and sell (except through traditional restaurant locations 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 franchises at convenience stores and other non-traditional locations, 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. For purposes of this Agreement, a traditional location is a restaurant selling Godfather's Pizza products that includes on-premises dining and a carryout/delivery location. A non-traditional location includes locations within convenience stores, truck stops, or other venues that are not traditional locations.

B. PROCEDURE: The following procedure will govern the course of development under this Agreement:

(1) Developer will, within the time periods required to assure the actual, and not average or cumulative, completion of development of not fewer than the number of Locations set forth in the development schedule attached to this Agreement as Exhibit "A", submit to Company for its prior written approval a written proposal of each proposed Location. Except where otherwise agreed by Company, Developer will submit to Company a proposal for one or more proposed Locations within a time period that permits commencement of development of the first Location within thirty (30) days of the Effective Date.

(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 advise Developer of its approval or disapproval of each potential Location.

(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 not approved by Company during the term of this Agreement. In addition Developer will have no exclusive radius or other exclusive area around any Location developed pursuant to this Agreement.

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 entire 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 Franchise Agreement, and will pay each renewal fee required for all such Franchise Agreements within the time provided in each Franchise Agreement to be renewed. 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 fully and promptly pay all charges required by each 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. DEVELOPER REPRESENTATION: Developer hereby represents to Company that it has adequate capitalization and development experience to perform all of its development, operational and other obligations under the provisions of this Agreement and under each Franchise Agreement issued.

B. 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 in each Franchise Agreement.

C. 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 under each Franchise Agreement issued.

5. TRANSFERS, ACQUISITIONS, AND ENCUMBRANCE: This Agreement will be subject to the following limitations upon transfers, acquisitions, and encumbrance:

A. TRANSFER BY COMPANY: Company will have the right to assign or transfer all or part of its interests under this Agreement if such assignee or transferee by express written undertaking assumes all or part of the liabilities and other obligations of Company to Developer under the provisions of this Agreement. After any 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, assignments, or similar actions by Developer will be subject to the following limitations:

(1) Developer will not without the express written consent of Company transfer to any person or entity 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 written 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 rights and remedies:

(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 or its affiliate, 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 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 this Agreement or under 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 amend, reduce, or otherwise limit or modify the Development Area, the development fee, or all or any part of the development schedule described in Exhibit "A", and all or any part 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 to the provisions of each 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 so required by governing law, Developer by execution of this Agreement acknowledges receipt by it or its authorized representative of a Franchise Disclosure Document from Company 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 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) Company, at
2808 North 108th Street
Omaha, Nebraska 68164; and

Developer, at

(2) Company and Developer may from time to time change their mailing addresses by a written notice given to the other party at its then most recently designated mailing address.

D. OWNERSHIP INFORMATION: Developer will at the Effective Date and at any time thereafter upon the request of Company, or upon change in ownership, furnish to Company a list of the names and current business or other mailing 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 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 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 at the Effective Date will be and remain from such date provisions of this Agreement as if herein set out in full.

B. AMENDMENTS: The additional provisions, if any, set out in any one or more attached, dated, and signed exhibits as amendments to this Agreement after the Effective Date will become and remain from their respective effective dates of execution provisions of this Agreement.

9. INDEMNIFICATION AND INSURANCE.

A.. INDEMNIFICATION BY DEVELOPER. Developer agrees to indemnify Company, its affiliates and their respective directors, officers, employees, shareholders, members, agents, successors and assigns (collectively "Indemnitees"), and to hold the Indemnitees harmless to the fullest extent permitted by law, from any and all liability or damages arising out of or relating to (i) Developer's acts or omissions in developing Locations under this Agreement, including but not limited to any employment or third party claims associated with the foregoing; and (ii) the failure or breach of any of Developer's representations or obligations under this Agreement, together with all reasonable costs of defending any claim brought against Indemnitees or any action in which Indemnitees are named as a party or parties (including but not limited to reasonable attorneys' fees) unless the loss, liability, damage or cost is solely due to Company's breach of this Agreement, gross negligence, willful misconduct or Company's intellectual property infringement (provided that Developer used Company's intellectual property solely in the manner Company directed). Company may, in its reasonable discretion, take such actions as Company deems appropriate to investigate, defend, or settle any event or take other remedial or corrective actions with respect thereto as may be necessary for the protection of Indemnitees; provided, however, that any settlement shall be subject to Developer's consent, which consent shall not be unreasonably withheld or delayed. This Section shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement.

B. INSURANCE. During the term of this Agreement Developer will maintain the insurance coverage set forth in Company's then current form of Franchise Agreement under the terms and conditions, including the designation of additional insureds, set forth in that current form of Franchise Agreement. Developer will also obtain such additional

forms of insurance required by Company from time-to-time during the term in connection with the development and construction of Locations under this Agreement.

10. 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. ENTIRE AGREEMENT: This Agreement constitutes the entire arrangement between Company and Developer as to the development of Godfather's Pizza locations; 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; and the provisions of this Agreement will be and remain severable from each other.

D. BINDING EFFECT: This Agreement will be binding upon and inure to the benefit of Company, Developer, and their respective successors, assigns, and representatives; and will be binding upon and inure to the benefit of 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: All owners of Developer, including any new owners of Developer approved under the terms of Section 5.B, shall sign the Owners' Guaranty and Assumption of Developer's Obligations attached to this Agreement within five (5) days after acquiring an ownership interest in Developer.

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

GODFATHER'S PIZZA, INC.	**DEVELOPER**:
By: _____	By: _____
Name: _____	Name: _____
Date: _____	Date: _____

EXHIBIT "A"

Area Development Agreement

Development Area, Development Fee, Continuing Fees, Type of Locations to Be Developed, Development Schedule and Balances of Initial Franchise Fees

1. Development Area:

2. Development Fee:

3. Continuing Fees:

4. Type of Locations to be Developed:

5. Development Schedule:

6. Balance of Initial Franchise Fee:

7. Effective Date:

EXHIBIT "B"

Area Development Agreement

Format of Franchise Agreement

EXHIBIT “C”

OWNER' S GUARANTY AND ASSUMPTION OF DEVELOPER' S OBLIGATIONS

In consideration of, and as an inducement to, the execution of the preceding Area Development 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 until all obligations of Developer are satisfied, that each of the undersigned 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 Developer, 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 Developer 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 Developer 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 Developer 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)

_____

_____

4811-4558-8974, v. 4

Godfather's Pizza, Inc. and Subsidiaries

Consolidated Financial Statements and
Independent Auditors' Report

May 30, 2021 and May 31, 2020

Godfather's Pizza, Inc. and Subsidiaries

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MIND WHAT MATTERS

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 30, 2021 and May 31, 2020, 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 30, 2021 and May 31, 2020, 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.

Emphasis of Matter – New Accounting Pronouncements
As discussed in Note 1 to the consolidated financial statements, the Company has adopted new accounting guidance as provided for in Accounting Standards Update (ASU) No. 2014-09, *Revenue from Contracts with Customers (Topic 606)*, ASU No. 2021-02, *Franchisors – Revenue from Contracts with Customers (Subtopic 952-606): Practical Expedient*, and ASU No. 2016-01, *Financial Instruments: Recognition and Measurement of Financial Assets and Financial Liabilities*, issued by the Financial Accounting Standards Board (FASB). Our opinion is not modified with respect to these matters.

Lutz & Company, P.C.

July 27, 2021

Godfather's Pizza, Inc. and Subsidiaries

Consolidated Balance Sheets

May 30, 2021 and May 31, 2020

ASSETS	2021	2020
CURRENT ASSETS		
Cash and Cash Equivalents	$ 5,480,000	$ 4,304,000
Short-Term Investments	399,000	-
Net Receivables	1,038,000	553,000
Due from Affiliate	441,000	1,123,000
Current Portion of Notes Receivable		
Affiliate	41,000	39,000
Other	5,000	18,000
Inventories	55,000	60,000
Prepaid Expenses	311,000	249,000
Refundable Income Taxes	1,000	18,000
Total Current Assets	7,771,000	6,364,000
PROPERTY AND EQUIPMENT, NET	2,359,000	2,463,000
OTHER ASSETS		
Franchise Rights and Trademarks	3,073,000	3,073,000
Goodwill, Net	605,000	872,000
Notes Receivable, Less Current Portion		
Affiliate	1,092,000	1,133,000
Other	3,000	50,000
Long-Term Investments	918,000	-
Other Assets	169,000	171,000
Total Other Assets	5,860,000	5,299,000
TOTAL ASSETS	**$ 15,990,000**	**$ 14,126,000**

See Notes to Consolidated Financial Statements.

Godfather's Pizza, Inc. and Subsidiaries

Consolidated Balance Sheets

May 30, 2021 and May 31, 2020

	2021	2020
LIABILITIES		
CURRENT LIABILITIES		
Current Portion of Long-Term Debt	$ 159,000	$ 199,000
Reserve for Restaurant Closings	55,000	-
Accounts Payable	662,000	570,000
Other Accrued Liabilities	1,970,000	1,697,000
Total Current Liabilities	2,846,000	2,466,000
LONG-TERM LIABILITIES		
Long-Term Debt, Less Current Portion	271,000	325,000
Paycheck Protection Program Loan	-	1,174,000
Other Long-Term Liabilities	479,000	535,000
Deferred Income Taxes	927,000	948,000
Total Long-Term Liabilities	1,677,000	2,982,000
Total Liabilities	4,523,000	5,448,000
STOCKHOLDERS' EQUITY		
COMMON STOCK		
$.01 Par Value, Authorized, 1,000,000 Shares Issued, 200,000 Shares; and Outstanding, 97,020 Shares and 96,908 Shares, Respectively	2,000	2,000
ADDITIONAL PAID IN CAPITAL	594,000	587,000
RETAINED EARNINGS	13,045,000	10,245,000
	13,641,000	10,834,000
TREASURY STOCK, AT COST	(2,174,000)	(2,156,000)
Total Godfather's Pizza, Inc. Stockholders' Equity	11,467,000	8,678,000
TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY	**$ 15,990,000**	**$ 14,126,000**

See Notes to Consolidated Financial Statements.

Godfather's Pizza, Inc. and Subsidiaries

Consolidated Statements of Income

Years Ended May 30, 2021 and May 31, 2020

	2021	2020
REVENUES		
Sales by Company-Operated Restaurants	$ 9,194,000	$ 8,865,000
Franchise Revenues	8,318,000	7,131,000
Licensed Product Revenues	754,000	529,000
International Franchise Revenues	26,000	27,000
Total Revenues	18,292,000	16,552,000
COST OF SALES AND RESTAURANT OPERATING COSTS	7,883,000	8,210,000
GROSS PROFIT	10,409,000	8,342,000
GENERAL AND ADMINISTRATIVE EXPENSES	8,734,000	7,200,000
Income from Operations	1,675,000	1,142,000
OTHER INCOME AND EXPENSE		
Other Income	480,000	110,000
Forgiveness of Paycheck Protection Program Loan	1,174,000	-
Interest Expense	(71,000)	(66,000)
Gain (Loss) on Sale of Property and Equipment	(39,000)	4,000
Total Other Income and Expense	1,544,000	48,000
Income before Provision for Income Taxes	3,219,000	1,190,000
PROVISION FOR INCOME TAXES	419,000	292,000
NET INCOME	**$ 2,800,000**	**$ 898,000**

See Notes to Consolidated Financial Statements.

Godfather's Pizza, Inc. and Subsidiaries

Consolidated Statements of Stockholders' Equity

Years Ended May 30, 2021 and May 31, 2020

	Common Stock	Additional Paid In Capital	Retained Earnings	Treasury Stock	Total Stockholders' Equity
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
Net Income	-	-	2,800,000	-	2,800,000
Sale of Treasury Stock	-	7,000	-	12,000	19,000
Purchase of Treasury Stock	-	-	-	(30,000)	(30,000)
BALANCES, May 30, 2021	**$ 2,000**	**$ 594,000**	**$ 13,045,000**	**$ (2,174,000)**	**$ 11,467,000**

See Notes to Consolidated Financial Statements.

Godfather's Pizza, Inc. and Subsidiaries

Consolidated Statements of Cash Flows

Years Ended May 30, 2021 and May 31, 2020

	2021	2020
CASH FLOWS FROM OPERATING ACTIVITIES		
Net Income	$ 2,800,000	$ 898,000
Adjustments to Reconcile Net Income to		
Net Cash Provided by Operating Activities		
Depreciation and Amortization	873,000	789,000
Change in Net Unrealized Loss on Investments	1,000	-
Loss (Gain) on Sale of Property and Equipment	39,000	(4,000)
Forgiveness of Paycheck Protection Program Loan	(1,174,000)	-
Net Cash Used for Reserve for Restaurant Closings	55,000	-
Deferred Income Taxes	(21,000)	106,000
Decrease (Increase) in Assets:		
Net Receivables	(485,000)	(14,000)
Due from Affiliate	682,000	(152,000)
Inventories	5,000	9,000
Prepaid Expenses	(62,000)	(102,000)
Refundable Income Taxes	17,000	(12,000)
Other Assets	2,000	18,000
Increase (Decrease) in Liabilities:		
Accounts Payable	92,000	(97,000)
Other Accrued Liabilities	273,000	(292,000)
Other Long-Term Liabilities	(56,000)	(50,000)
Net Cash Provided by Operating Activities	3,041,000	1,097,000
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of Investments	(1,318,000)	-
Proceeds from Sale of Property and Equipment	3,000	4,000
Purchase of Property and Equipment	(414,000)	(592,000)
Payments Received on Notes Receivable	99,000	56,000
Net Cash Used in Investing Activities	(1,630,000)	(532,000)
CASH FLOWS FROM FINANCING ACTIVITIES		
Proceeds from Issuance of Paycheck Protection Program Loan	-	1,174,000
Payments on Long-Term Debt	(224,000)	(360,000)
Sale of Treasury Stock	19,000	8,000
Purchase of Treasury Stock	(30,000)	-
Net Cash Provided by (Used in) Financing Activities	(235,000)	822,000
Net Increase in Cash and Cash Equivalents	1,176,000	1,387,000
Cash and Cash Equivalents, Beginning of Year	4,304,000	2,917,000
Cash and Cash Equivalents, End of Year	**$ 5,480,000**	**$ 4,304,000**

See Notes to Consolidated Financial Statements.

Godfather's Pizza, Inc. and Subsidiaries

Consolidated Statements of Cash Flows

Years Ended May 30, 2021 and May 31, 2020

	2021	2020
SUPPLEMENTARY DISCLOSURE OF CASH FLOW INFORMATION		
Interest Paid	$ 73,000	$ 67,000
Income Taxes Paid, Net	423,000	198,000
NONCASH INVESTING AND FINANCING ACTIVITIES		
Long-Term Debt Incurred to Purchase Property and Equipment	$ 130,000	$ 290,000

See Notes to Consolidated Financial Statements.

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. ("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 711 locations at May 30, 2021 and 520 locations at May 31, 2020. GPBCM also has a program under which Godfather's Pizza brand sauce is sold to retail outlets and certain online retailers and gluten-free products are sold to retail outlets.

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 franchised locations at May 30, 2021 and May 31, 2020.

The following is a summary of restaurants operated by the Company and its franchisees at May 30, 2021 and May 31, 2020:

	Company Operated	Franchisees	Total
Open, May 26, 2019	11	558	569
Openings	-	35	35
Closings	(1)	(17)	(18)
Open, May 31, 2020	10	576	586
Openings	-	44	44
Closings	-	(37)	(37)
Open, May 30, 2021	10	583	593

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. The closed store reserve at May 30, 2021 and May 31, 2020 was $55,000 and $0, respectively.

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 $258,000 and $288,000 for the years ended May 30, 2021 and May 31, 2020, 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 $215,000 and $246,000 at May 30, 2021 and May 31, 2020, 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. Cash equivalents consist of U.S. prime money market funds.

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 30, 2021 and May 31, 2020, there were cash balances in excess of FDIC limits at the bank of approximately $3,693,000 and $3,773,000, respectively.

Money market funds are subject to market risk and net receivables subject the Company to credit risk.

Investments

Investment securities are classified as equity or debt securities and are stated at fair value (see Notes 2 and 3). Corporate bonds that mature within one year of the consolidated balance sheet date are classified as short-term investments in the accompanying consolidated balance sheets; all other investments are classified as long-term investments.

Effective June 1, 2020, on a prospective basis, the Company adopted Accounting Standards Update (ASU) 2016-01, *Financial Instruments: Recognition and Measurement of Financial Assets and Financial* Liabilities, which requires the Company to record unrealized gains or losses on equity securities in other income and expense in the consolidated income statements. Additionally, the ASU removes the differentiation between trading securities and available-for-sale securities.

Realized gains or losses on the sale of investment securities are accounted for using the specific identification cost method.

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 $9,000 and $20,000 at May 30, 2021 and May 31, 2020, respectively.

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 in the consolidated statements of income.

Major classes of property and equipment at May 30, 2021 and May 31, 2020 are as follows:

	2021	2020
Land	$ 76,000	$ 76,000
Buildings	159,000	159,000
Leasehold Improvements	2,958,000	3,261,000
Equipment	4,647,000	5,517,000
	7,840,000	9,013,000
Less Accumulated Depreciation	5,481,000	6,550,000
	$ 2,359,000	$ 2,463,000

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 30, 2021 and May 31, 2020 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 two years is anticipated to be approximately $267,000 annually.

Goodwill, net is as follows at May 30, 2021 and May 31, 2020:

	2021	2020
Balance, Beginning of Period	$ 2,663,000	$ 2,663,000
Less Accumulated Amortization	(2,058,000)	(1,791,000)
Balance, End of Period	$ 605,000	$ 872,000

Paycheck Protection Program Loan

In April 2020, the Company was granted a loan from the bank in the aggregate amount of $1,174,000, pursuant to the Paycheck Protection Program ("PPP") under Division A, Title I of the CARES Act, which was enacted March 27, 2020 ("PPP Loan"). Under the terms of the PPP Loan, certain amounts of the loan may be forgiven if they are used for qualifying expenses as described in the CARES Act.

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 elected to account for the PPP Loan as a financial liability under long-term debt in accordance with FASB ASC 470, *Debt*. During 2021, the Company was released as the primary obligor under the loan by the Small Business Administration and recognized forgiveness totaling $1,174,000 in other income in the consolidated statements of income in accordance with FASB ASC 405-20-40-1, *Extinguishment of Liabilities*.

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 27, 2018.

Franchise Operations and Revenue Recognition

Effective June 1, 2020, the Company adopted Accounting Standards Update (ASU) 2014-09, *Revenue from Contracts with Customers (Topic 606)* and ASU 2021-02, *Franchisors – Revenue from Contracts with Customers (Subtopic 952-606): Practical* Expedient, using the modified retrospective transition method, which allows entities to apply the standards prospectively and record a cumulative effect adjustment to stockholders' equity in the year the standards are first applied. The Company elected to apply the standards only to contracts that were not completed as of the adoption date.

ASU 2014-09 outlines a single comprehensive model to account for revenue arising from contracts with customers. Revenue is recognized for the transfer of promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled to in exchange for those goods and services. ASU 2014-09 enhances revenue disclosures to allow users to better understand the nature, amount, timing, and uncertainty of revenue.

ASU 2021-02 simplifies the application of guidance in ASU 2014-09 regarding identifying performance obligations by permitting privately held franchisors to account for preopening services as distinct from the franchise license. Under ASU 2021-02, the Company has elected to account for preopening services as a single performance obligation.

The Company's accounting for revenue recognition is detailed below.

Sales by Company-Operated Restaurants
Revenue from Company-operated restaurants is recognized as the products are sold, net of sales tax and discounts applied at the time of the transaction.

Franchise Revenues
The Company sells individual franchises that require the franchisee to pay an initial nonrefundable franchise fee due upon the opening of a respective franchisee restaurant. The initial term of a franchise agreement is generally five years. A franchisee may elect to renew the term of a franchise agreement and may pay a renewal fee upon execution of a new agreement.

The Company has determined that the initial franchise fee is a payment for preopening services including site selection, development, and training associated with opening a franchise location. As such, the franchise fee is initially recorded as deferred revenue and is recognized as revenue upon the completion of substantially all the preopening services, which is 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 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 42% and 45% of general and administrative expenses for 2021 and 2020, respectively.

Licensed Product Revenues
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.

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 27, 2021, noting no items for disclosure.

2. Investments

Investments at May 30, 2021 consists of the following:

	Cost	Unrealized Holding Gains	Unrealized Holding Losses	Fair Value
Corporate Bonds	$ 918,000	$ 2,400	$ (2,400)	$ 918,000
Fixed Income Mutual Funds	400,000	-	(1,000)	399,000
Total Investments	$ 1,318,000	$ 2,400	$ (3,400)	$ 1,317,000

The Company had no investments for the year ended May 31, 2020.

Contractual maturities of corporate bonds at May 30, 2021 are as follows:

	Amortized Cost	Fair Value
Due Within 1 Year	$ -	$ -
Due Within 1 to 5 Years	674,000	676,000
Due After 5 Years	244,000	242,000
	$ 918,000	$ 918,000

3. Fair Value Measurements

FASB Codification Topic 820-10 on *Fair Value Measurements* (FASB 820-10) establishes a framework for measuring fair value. That framework provides a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurements) and the lowest priority to unobservable inputs (Level 3 measurements). The three levels of the fair value hierarchy under FASB ASC 820 are described below:

Level 1 Inputs to the valuation methodology are unadjusted quoted prices for identical assets or liabilities in active markets.

Level 2 Inputs to the valuation methodology include:

- Quoted prices for similar assets or liabilities in active markets;

- Quoted prices for identical or similar assets or liabilities in inactive markets;
- Inputs other than quoted prices that are observable for the asset or liability;
- Inputs that are derived principally from or corroborated by observable market data by correlation or other means.

If the asset or liability has a specified (contractual) term, the Level 2 input must be observable for substantially the full term of the asset or liability.

Level 3 Inputs to the valuation methodology are unobservable and significant to the fair value measurement.

The asset's or liability's fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. Valuation techniques used need to maximize the use of observable inputs and minimize the use of unobservable inputs.

The following is a description of the valuation methodologies used for assets measured at fair value.

Corporate Bonds: Valued using pricing models maximizing the use of observable inputs for similar securities. This includes basing the values of yields currently available on comparable securities of issuers with similar credit ratings.

Fixed Income Mutual Funds: Valued at the daily closing price as reported by the funds. These funds held by the Company are deemed to be actively traded.

The methods described above may produce a fair value calculation that may not be indicative of net realizable value or reflective of future fair values. Furthermore, while the Company believes its valuation methods are appropriate and consistent with other market participants, the use of different methodologies or assumptions to determine the fair value of certain financial instruments could result in a different fair value measurement at the reporting date.

The following tables present by level, within the fair value hierarchy, the Company's investments at fair value at May 30, 2021:

	Level 1	Level 2	Level 3	Total
Corporate Bonds	$ -	$ 918,000	$ -	$ 918,000
Fixed Income Mutual Funds	399,000	-	-	399,000
	$ 399,000	$ 918,000	$ -	$ 1,317,000

4. Notes Receivable, Other

Notes receivable, other consists of the following at May 30, 2021 and May 31, 2020:

	2021	2020
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.	$ 8,000	$ 17,000
Note receivable from a corporation, payable in monthly installments of $1,194, including interest at 5.50%, through May 2021. This note is collateralized by certain property and equipment and the personal guarantee of the owner of the corporation. This note was paid in full during 2021.	-	51,000
Total Notes Receivable, Other	8,000	68,000
Less Current Portion	5,000	18,000
Notes Receivable, Other, Less Current Portion	$ 3,000	$ 50,000

At May 30, 2021, the combined aggregate maturities for all notes receivable, other are as follows:

Year Ending,	
2022	$ 5,000
2023	3,000
	$ 8,000

5. Long-Term Debt and Credit Arrangements

Long-term debt consists of the following at May 30, 2021 and May 31, 2020:

	2021	2020
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. This note was paid in full during 2021.	$ -	$ 5,000

	2021	2020
Various capitalized lease obligations payable to a corporation, due in monthly installments ranging from $263 to $4,207, including interest ranging from 2.33% to 9.81% due at various times through December 2025, collateralized by certain equipment.	$ 430,000	$ 519,000
Total Long-Term Debt	430,000	524,000
Less Current Portion	159,000	199,000
Long-Term Debt, Less Current Portion	$ 271,000	$ 325,000

At May 30, 2021, the combined aggregate maturities for all long-term debt are as follows:

Year Ending,	
2022	$ 159,000
2023	144,000
2024	101,000
2025	21,000
2026	5,000
	$ 430,000

The Company maintains a $350,000 revolving bank line of credit due September 2021, with an interest rate at the bank prime rate less 0.50% (the bank prime rate was 3.25% at May 30, 2021), but not less than 4.00%, collateralized by substantially all business assets of the Company. There were no outstanding borrowings at May 30, 2021 and May 31, 2020.

6. Leases - Commitments

The Company leases certain land, buildings and equipment under long-term operating lease agreements which expire on various dates through 2027. 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 $1,696,000 and $950,000 for the years ended May 30, 2021 and May 31, 2020, respectively.

Future minimum lease payments for the years ending after May 30, 2021 on leases having an initial term greater than one year are as follows:

Year Ending,	
2022	$ 912,000
2023	808,000
2024	709,000
2026	649,000
2026	389,000
Thereafter	9,000
	$ 3,476,000

7. Income Taxes

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

	2021	**2020**
Current Income Tax Expense	$ 440,000	$ 186,000
Deferred Income Tax Expense (Benefit)		
Reversal of Temporary Differences	(21,000)	106,000
Provision for Income Taxes	$ 419,000	$ 292,000

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

	2021	**2020**
Tax at Statutory Rate of 26%	$ 838,000	$ 309,000
Non-Taxable PPP Loan Forgiveness	(305,000)	-
Non-Taxable Life Insurance Proceeds	(105,000)	-
Nondeductible Expenses	14,000	12,000
State Tax Deduction	(19,000)	(9,000)
Other, Net	(4,000)	(20,000)
Provision for Income Taxes	$ 419,000	$ 292,000

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

	2021	2020
Deferred Tax Assets (Liabilities)		
Deferred Compensation	$ 120,000	$ 134,000
Depreciation	(388,000)	(370,000)
Incentive Pay	113,000	75,000
Intangible Amortization	(768,000)	(768,000)
Reserve for Restaurant Closings and Other Liabilities	(28,000)	(8,000)
Other, Net	24,000	(11,000)
Total Net Deferred Tax Liability	$ (927,000)	$ (948,000)

8. Commitments and Contingencies

Stockholder Agreements

The Company is committed under an Executive Stock Purchase Agreement with certain executives to repurchase up to 4,020 shares of common stock in the event of their termination. The repurchase price is equivalent to the executive's original purchase price (which was $77,000 at May 30, 2021) 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 461 shares in 2021 for $30,000 and zero shares in 2020.

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 for the years ended May 30, 2021 and May 31, 2020. The amount of the liability for both executives was $479,000 at May 30, 2021 and $535,000 at May 31, 2020. 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.

9. 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 ranges from approximately $24,000 to $36,000 with the lease term through December 2025. Lease payments under this lease agreement are included in the future minimum lease payments disclosed in Note 6. Rent expenditure related to this lease was approximately $1,055,000 and $288,000 for the years ended May 30, 2021 and May 31, 2020, respectively. Rent expenditure during the year ended May 30, 2021 includes approximately $687,000 paid for a market adjustment to rent dating back to 2014.

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 30, 2021 and May 31, 2020, the Company is potentially liable for Gartlan's long-term debt of approximately $1,218,000 and $1,392,000, 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 $298,000 and $337,000 at May 30, 2021 and May 31, 2020, 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 0.14% to 1.60%, with principal of $835,000 at May 30, 2021 and May 31, 2020, due on various dates through May 2023.

Lutz

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

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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

Godfather's Pizza, Inc. and Subsidiaries

Consolidated Balance Sheets

May 31, 2020 and May 26, 2019

ASSETS	2020	2019
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

	2020	2019
LIABILITIES		
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

	2020	2019
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

	Common Stock	Additional Paid In Capital	Retained Earnings	Treasury Stock	Total Stockholders' Equity
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

	2020	2019
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

	2020	2019
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.

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:

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

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.

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.

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:

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

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.

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

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

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 Coronovirus 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.

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.

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:

	2020	2019
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	$ 50,000	$ 70,000

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

Year Ending,	
2021	$ 18,000
2022	48,000
2023	2,000
	$ 68,000

3. Long-Term Debt and Credit Arrangements

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

	2020	2019
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	$ 325,000	$ 253,000

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

Year Ending,	
2021	$ 199,000
2022	119,000
2023	98,000
2024	83,000
2025	20,000
Thereafter	5,000
	$ 524,000

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:

Year Ending,	
2021	$ 816,000
2022	348,000
2023	189,000
2024	81,000
2025	45,000
Thereafter	23,000
	$ 1,502,000

6. Income Taxes

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

	2020	2019
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	$ 292,000	$ 331,000

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

	2020	2019
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	$ 292,000	$ 331,000

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

	2020	2019
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	$ (948,000)	$ (842,000)

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.

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.

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FULL SERVICE RESTAURANT ("FSR") OPERATIONS MANUAL

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Franchise Store Listing

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03440	DAVE COATES				
	KETCHIKAN ENTERTAINMENT CENTER				
	2050 SEA LEVEL DRIVE				
	KETCHIKAN	AK	99901		
	(907) 225-9011				
02126		2050 SEA LEVEL DR	KETCHIKAN	AK	99901
03032	LAL T. CHANDIRAMANI				
	THE ROUND UP L.L.C.				
	2825 OXMOOR GLEN DRIVE				
	BIRMINGHAM	AL	35211		
	2055866000 (KIM)				
01248		231 STATE FARM PAKWAY, UNIT 101	HOMEWOOD	AL	35209
12001	JOE COTTON				
	LOVE'S TRAVEL STOPS & COUNTRY STORES, INC.				
	P.O. BOX 26210				
	OKLAHOMA CITY	OK	73126		
	(405) 751-9000				
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
07031	CERESA M. FRENKEL & DANIEL R. WILLIAMS				
	GPF, INC.				
	6324 PICCADILLY SQUARE DRIVE				
	MOBILE	AL	36609		
	(251) 342-1097				
01252		5442 HIGHWAY 90 WEST	MOBILE	AL	36619
01253		5015 MOFFETT ROAD	MOBILE	AL	36618
01254		120 SARALAND LOOP ROAD	SARALAND	AL	36571
23780	MARK & PATTY WOODS				
	WOODS MANAGEMENT, INC.				
	206 E. QUEENSBURY LANE				
	FLORENCE	AL	35630		
	(256) 335-1361				
01216		2801 MALL DR #15	FLORENCE	AL	35630
12001	JOE COTTON				
	LOVE'S TRAVEL STOPS & COUNTRY STORES, INC.				
	P.O. BOX 26210				
	OKLAHOMA CITY	OK	73126		
	(405) 751-9000				
04138		3910 S. DIVISION ST	BLYTHEVILLE	AR	72315
04143		3404 HIGHWAY 63 NORTH	HAZEN	AR	72064
04145		800 MARTIN LUTHER KING JR DRIVE	MEMPHIS	AR	72301
04144		1600 NORTH HIGHWAY 95	MORRILTON	AR	72110
04139		11801 E. I-40	NORTH LITTLE ROCK	AR	72117

Exhibit E-1
Franchise Store Listing
(By State)

06019	JONATHAN GRIFFIN				
	FAMILY STOPS USA, LLC				
	8405 S. ZERO STREET, SUITE C				
	FORT SMITH	AR	72903		
	(479) 308-2161				
04141		415 GARRISON AVENUE, SUITE A	FORT SMITH	AR	72901
13510	DON WOOD				
	SODEXO, INC.				
	9801 WASHINGTONIAN BLVD.				
	GAITHERSBURG	MD	20878		
	(301) 987-4924				
04136		ASU/105 N. CARAWAY RD./CARL RENG CTR-BOX 299	STATE UNIVERSITY	AR	72467
12001	JOE COTTON				
	LOVE'S TRAVEL STOPS & COUNTRY STORES, INC.				
	P.O. BOX 26210				
	OKLAHOMA CITY	OK	73126		
	(405) 751-9000				
03230		643 STATE ROAD 90	BENSON	AZ	85602
03231		5000 N. SUNLAND GIN ROAD	ELOY	AZ	85231
03233		14414 SOUTH CROSS L ROAD	MAYER	AZ	86333
03232		2931 E. GILA RIDGE ROAD	YUMA	AZ	85365
12001	JOE COTTON				
	LOVE'S TRAVEL STOPS & COUNTRY STORES, INC.				
	P.O. BOX 26210				
	OKLAHOMA CITY	OK	73126		
	(405) 751-9000				
05472		2974 LENWOOD RD	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
20006	SAAD TOMA				
	GODFATHER'S PIZZA				
	685 SWEETWATER ROAD				
	SPRING VALLEY	CA	91977		
	(619) 462-6580				
05468		685 SWEETWATER RD	SPRING VALLEY	CA	91977
12001	JOE COTTON				
	LOVE'S TRAVEL STOPS & COUNTRY STORES, INC.				
	P.O. BOX 26210				
	OKLAHOMA CITY	OK	73126		
	(405) 751-9000				
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
06354		99800 INTERSTATE 25	WALSENBURG	CO	81089

Exhibit E-1

Franchise Store Listing

(By State)

01015	LES LEE				
	AGFINITY, INC.				
	4065 ST. CLOUD DRIVE, SUITE 100				
	LOVELAND	CO	80538		
	(970) 454-4000				
06356		2449 35TH AVENUE	GREELEY	CO	80634
06357		1607 2ND AVENUE	GREELEY	CO	80631
23012	CODY WICKHAM				
	SAMUS ENTERPRISES LLC				
	16726 H CIRCLE				
	OMAHA	NE	68135		
	(402) 616-1929				
06351		227 NORTH MAIN STREET	BRIGHTON	CO	80601
06350		9567 E. ILIFF AVENUE	DENVER	CO	80231
06343		2350 E. 120TH AVENUE	THORNTON	CO	80233
12001	JOE COTTON				
	LOVE'S TRAVEL STOPS & COUNTRY STORES, INC.				
	P.O. BOX 26210				
	OKLAHOMA CITY	OK	73126		
	(405) 751-9000				
10524		17110 BRANDY BRANCH ROAD	JACKSONVILLE	FL	32234
10522		17309 HIGHWAY 27	LAKE WALES	FL	33859
2037	DANIEL BARNARD				
	SUPER B RETAILING ENT, LLC				
	P.O. Box 571				
	COLQUITT	GA	39837		
	(229) 220-2025				
11260		1572 NEWTON ROAD	BAINBRIDGE	GA	39817
12001	JOE COTTON				
	LOVE'S TRAVEL STOPS & COUNTRY STORES, INC.				
	P.O. BOX 26210				
	OKLAHOMA CITY	OK	73126		
	(405) 751-9000				
11251		2766 US HIGHWAY 17 SOUTH	BRUNSWICK	GA	31523
11256		4855 MAYSVILLE ROAD	COMMERCE	GA	30529
11252		1190 FRANK AMERSON PARKWAY	MACON	GA	31216
11259		1500 MONTICELLO ROAD	MADISON	GA	30650
11004	MARK KNAUSS				
	MAK CONCEPTS, INC.				
	8303 WHITE BLUFF ROAD				
	SAVANNAH	GA	31406		
	(912) 272-2488				
11245		8303 WHITE BLUFF RD	SAVANNAH	GA	31406

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Franchise Store Listing

(By State)

16030	BRIJESH PATEL				
	SHRI MAHANT SWAMI LLC				
	158 QUAIL VALLEY DRIVE				
	LEESBURG	GA	31763		
	(229) 938-8495				
11254		1420 US 19 SOUTH	LEESBURG	GA	31763
16020	KESHAV (KEN) PATEL				
	ROADRUNNER TRUCK STOP				
	P.O. BOX 449				
	ALMA	GA	31510		
	(912) 632-0099				
11250		2021 GA HWY 32 W	ALMA	GA	31510
16026	SANGITABEN & JITENDRA PATEL				
	SQ 90, LLC				
	216 CHEYENNE WAY				
	MOULTRIE	GA	31788		
	(502) 636-1953				
11253		135 US HWY 319 S.	MOULTRIE	GA	31768
01016	TIM ANDING				
	AINSWORTH FOUR CORNERS, L.L.C.				
	3112 HIGHWAY 92				
	AINSWORTH	IA	52201		
	(319) 657-3200				
16624		3112 HIGHWAY 92 (FOCO)	AINSWORTH	IA	52201
04014	TRACIE BOLHUIS				
	DOWS PROPERTY GROUP				
	21435 HWY 57				
	PARKERSBURG	IA	50665		
	(641) 751-5553				
16539		904 CARDINAL AVE	DOWS	IA	50071
02018	TIM BONNSTETTER				
	IFOS, L.L.C.				
	303 JEFFERSON STREET				
	REMSEN	IA	51050		
	(712) 786-2412				
16495		103 E. INDIAN STREET	CHEROKEE	IA	51012
03030	TYLER BOONE				
	COOPERATIVE GAS & OIL CO				
	153 N. MAIN AVENUE				
	SIOUX CENTER	IA	51250		
	(712) 722-2501				
16616		100 N. CROSSROADS DRIVE	SHELDON	IA	51201
16584		2950 S. MAIN AVENUE	SIOUX CENTER	IA	51250

Exhibit E-1

Franchise Store Listing

(By State)

02019	DALE BUCHER				
	DLJ, INC.				
	P.O. BOX 67				
	BEDFORD	IA	50833		
	(712) 523-3130				
16510		HWYS 2 & 148, P.O. BOX 67	BEDFORD	IA	50833
12001	JOE COTTON				
	LOVE'S TRAVEL STOPS & COUNTRY STORES, INC.				
	P.O. BOX 26210				
	OKLAHOMA CITY	OK	73126		
	(405) 751-9000				
16604		100 MONROE ST	FLOYD	IA	50435
11023	MIKE COX				
	KARDES, INC.				
	2100 S. MAIN STREET				
	MONTICELLO	IA	52310		
	(319) 465-3212				
16589		2100 S. MAIN STREET	MONTICELLO	IA	52310
04012	RICHARD & JANICE DEITERING				
	BANCROFT CARGO LLC				
	P.O. BOX 44/112 N. LONG ST.				
	BANCROFT	IA	50517		
	(515) 885-2412				
16527		112 N. LONG ST	BANCROFT	IA	50517
04006	MIKE DEVINE				
	DEWITT TRAVEL MART				
	630 SOUTH 6TH AVENUE				
	DEWITT	IA	52742		
	(309) 781-0579				
16448		630 SOUTH 6TH AVE	DEWITT	IA	52742
05004	KRIS EHLINGER				
	KJ'S CONVENIENCE & DELI MART				
	916 WEST PLATT				
	MAQUOKETA	IA	52060		
	(563) 652-5634				
16464		916 WEST PLATT	MAQUOKETA	IA	52060
06020	JOHN & MARY FARUS				
	SIDS GAS & GROCERIES, LC				
	102 COUNTRY CLUB ROAD				
	FOREST CITY	IA	50436		
	(641) 210-5755				
16620		1116 HIGHWAY 69 SOUTH	FOREST CITY	IA	50436
06016	JEFF FEDLER				
	FEDLER AND COMPANY				
	901 E. WASHINGTON ST				
	MOUNT PLEASANT	IA	52641		
	(319) 385-4112				
16581		901 E. WASHINGTON ST	MOUNT PLEASANT	IA	52641

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Franchise Store Listing

(By State)

06015	JOHN FRESE				
	EXECUTIVE MANAGEMENT LLC				
	221 W. MARENGO ROAD				
	TIFFIN	IA	52340		
	(319) 432-1480				
16579		2722 120TH STREET NE	SWISHER	IA	52338
16580		200 HWY 151 EAST	WALFORD	IA	52351
06018	BRIAN & DEB FRIEDRICHSEN				
	NORTH IDA INVESTMENTS, LLC				
	2010 INDORF AVE.				
	HOLSTEIN	IA	50125		
	(361) 244-0957				
16594		2010 INDORF AVE	HOLSTEIN	IA	51025
09003	RENEE FUNK				
	THE UNIVERSITY OF IOWA				
	202 PLAZA CENTRE ONE				
	IOWA CITY	IA	52242		
	(319) 335-0115				
16595		IOWA MEMORIAL UNION	IOWA CITY	IA	52242
07027	PRITAM S. GREWAL				
	WEST SIDE HOUSER MART, LLC				
	2201 HOUSER STREET				
	MUSCATINE	IA	52761		
	(408) 406-0703				
16621		2201 HOUSER ST	MUSCATINE	IA	52761
07009	DONALD GROTHE				
	DON'S MOTOR MART, INC.				
	401 WEST MAIN STREET				
	LAKE MILLS	IA	50450		
	(641) 592-9966				
16476		401 WEST MAIN ST	LAKE MILLS	IA	50450
18100	PETER HARDING				
	FALL FOODS, INC.				
	1620 SOUTH 91ST AVENUE				
	OMAHA	NE	68124		
	(402) 681-5741				
16150		4119 UNIVERSITY	DES MOINES	IA	50311
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
08042	DAVID A. HEIKEN				
	R 80 LLC				
	2 MAPLE STREET				
	KENSETT	IA	50448		
	(641) 845-2033				
16626		912 CENTRAL AVENUE (R 80)	NORTHWOOD	IA	50459

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Franchise Store Listing
(By State)

08035	ZACHARY HERMANSEN				
	ZCH, CORP				
	5027 MILLENIUM DRIVE				
	CEDAR FALLS	IA	50613		
	(319) 235-7104				
16591		3811 UNIVERSITY AVE	WATERLOO	IA	50701
08038	CORY HODAPP				
	THE STATION LLC				
	350 BEAVER KREEK CENTRE, UNIT D				
	NORTH LIBERTY	IA	52317		
	(319) 631-3149				
16603		620 MEADE DR	NORTH LIBERTY	IA	52317
06007	JENNIFER HOSKINS				
	UNITED FARMERS MERCANTILE COOP				
	203 WEST OAK STREET				
	RED OAK	IA	51566		
	(712) 623-5453				
16488		408 - 6TH ST	CORNING	IA	50841
19012	LARRY HUISMAN				
	GRUNDY COUNTY HERITAGE CENTER, LLC				
	16250 N AVENUE				
	HOLLAND	IA	50642		
	(319) 824-2728				
16445		16250 NORTH AVE	HOLLAND	IA	50642
11009	JOHN KETCHEN				
	KETCHEN, INC.				
	101 W. FOURTH ST.				
	VINTON	IA	52349		
	(319) 472-3480				
16599		814 C AVE.	VINTON	IA	52349
11022	AJAY K. KSHETRY				
	GODFATHER'S PIZZA				
	2559 CANTERBURY RD.				
	MUSCATINE	IA	52761-9799		
	(563) 732-3714				
16586		1300 NICOLAUS DR	WILTON	IA	52778
12004	KEITH LACY				
	MAKINZAH, INC.				
	24565 110TH STREET				
	ANAMOSA	IA	52205		
	(319) 363-2127				
16434		3647 1/2 1ST AVE SE	CEDAR RAPIDS	IA	52402

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Franchise Store Listing
(By State)

10002	BROOKE LILLEY				
	JET GAS CORPORATION				
	P.O. BOX 67				
	HOUGHTON	IA	52631		
	(319) 469-4321				
16473		2760 MT. PLEASANT ST	BURLINGTON	IA	52601
16478		901 SOUTH ST	BURLINGTON	IA	52601
12011	MARK LIPPINCOTT				
	KOPPER KETTLE, INC.				
	1160 LINCOLN ST.				
	BLAIR	NE	68008		
	(402) 426-2171				
16592		1961 HIGHWAY 30	MISSOURI VALLEY	IA	51555
13031	RAUL MAZON				
	AMPRIDE TRAVEL CENTER, INC.				
	74 ROOSEVELT STREET				
	PEQUANNOCK	NJ	07440		
	(201) 294-1656				
16618		506 HWY 59 N.	DENISON	IA	51442
16619		200 E. 1ST ST	UTE	IA	51060
13017	JASON MCDERMOTT				
	MCDERMOTT OIL COMPANY				
	P.O. BOX 70				
	CASCADE	IA	52033		
	(563) 852-3510				
16519		1501 1ST AVE EAST	CASCADE	IA	52033
16555		206 S. CENTER AVE	EPWORTH	IA	52045
16546		710 WASHBURN AVE	LAMONT	IA	50650
16535		2210 STATE HWY 13	MANCHESTER	IA	52057
13013	DAN MOELLERS				
	CSOI CORP				
	602 ELMWOOD DR.				
	MARSHALLTOWN	IA	50158		
	(641) 752-2580				
16608		1201 N. JEFFERSON WAY	INDIANOLA	IA	50125
16625		2001 WEST 2ND AVENUE	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
09001	DUSTIN MOHR				
	IOWA STATE UNIVERSITY				
	1340 ADMIN SVC. BLDG.				
	AMES	IA	50011-1004		
	(515) 294-4793				
16529		MAPLE-WILLOW-LARCH COMM/1215 FRILEY HALL	AMES	IA	50012
16577		ISU MEMORIAL UNION FOOD CRT/2229 LINCOLN WAY	AMES	IA	50014
16587		ISU DINING SVCS/1015 FREDERIKSEN COURT COMM CTR	AMES	IA	50010
16567		UNIV OF NORTHERN IOWA/1224 W 23RD STREET	CEDAR FALLS	IA	50614-0283

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Franchise Store Listing
(By State)

13034	MARK E. MOLO MOLO OIL COMPANY 123 SOUTHERN AVENUE DUBUQUE (563) 557-7540	IA	52003		
16628		3300 ASBURY ROAD	DUBUQUE	IA	52002
15008	GREG ODENDAHL GMB FOODS, INC 624 WEST US HIGHWAY 30 CARROLL (712) 792-5470	IA	51401		
16607		624 W. US HIGHWAY 30	CARROLL	IA	51401
15007	KEITH & BARBARA OLSEN OLSEN FUEL SUPPLY, INC P.O. BOX 536 ATLANTIC (712) 243-2340	IA	50022		
16605		110 LOCUST ST	ATLANTIC	IA	50022
16035	HIREN N. PATEL HANUMANTA, INC. 7425 WILD BIRD CT. SCHERERVILLE (219) 677-6241	IN	46375		
16612		806 W. MAIN ST	LE GRAND	IA	50142
16032	GREG POPKES POPKES CAR CARE, INC. 602 NORTH 2ND AVENUE EAST ROCK RAPIDS (712) 472-2997	IA	51246		
16614		800 1ST AVENUE	ROCK RAPIDS	IA	51246
19037	JAN L. PRESTON TIGER MART 50526 HWY 92 GRISWOLD (712) 778-2660	IA	51535		
16601		708 MAIN STREET	GRISWOLD	IA	51535
13500	BRAD PRICE ROC MANAGEMENT & ASSOCIATES, INC. 3000 18TH STREET SPIRIT LAKE (712) 336-3933	IA	51360		
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

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Franchise Store Listing

(By State)

19010	SHERYL SCHUMANN				
	SCHUBOX ENTERPRISES LLC				
	10 1ST STREET SE				
	HAMPTON	IA	50441		
	(641) 456-3355				
16439		805 CENTRAL AVE WEST	HAMPTON	IA	50441
19017	DENNIS SHEPARD				
	PETRO & MORE				
	12735 US HWY 61				
	WAPELLO	IA	52653		
	(563) 262-3331				
16486		HWY 61 & HWY 92	GRANDVIEW	IA	52752
19043	MICHAEL STANTON				
	MFS INVESTMENTS LLC				
	4133 CEDAR HEIGHTS DRIVE				
	CENTER POINT	IA	52213		
	(319) 573-8580				
16623		4200 LEWIS ACCESS ROAD	CENTER POINT	IA	52213
20007	BRAD TAYLOR				
	TAYLOR OIL COMPANY, INC.				
	P.O. BOX 548				
	BLAIR	NE	68008-0548		
	(402) 426-9505				
16492		12 EAST STREET	SHELBY	IA	51570
20005	CINDY TIEFENTHALER				
	SPARKY'S ONE STOP				
	12053 HWY 71 N.				
	CARROLL	IA	51401		
	(712) 673-2723				
16554		402 PINE ST	AUBURN	IA	51433
16511		101 HWY 141	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	JEFFERSON	IA	50129
16485		711 EAST MAIN ST	LAKE CITY	IA	51449
16480		1211 9TH ST	LAKE VIEW	IA	51450
16477		1004 IOWA ST	ONAWA	IA	51040
16583		2325 MARSHALL AVE	ROCKWELL CITY	IA	50579
16613		5292 HWY 71 NORTH	STORM LAKE	IA	50588
16609		101 HWY 30 (Sparky's One Stop #18)	VAIL	IA	51465
20002	MICK TIMMERMAN				
	MICK T. INVESTMENTS, LC				
	3119 WINTER RIDGE ROAD				
	CEDAR FALLS	IA	50613		
	(319) 277-7777				
16419		1621 WEST 1ST ST	CEDAR FALLS	IA	50613

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Franchise Store Listing
(By State)

23013	RANDY J. WALTER				
	HWZ LLC				
	2649 HUNTER CT. NW				
	SWISHER	IA	52338		
	(319) 310-2322				
16598		110 S. MARKET STREET	SOLON	IA	52333
23007	TODD & AMY WARNKE				
	A.T. WARNKES				
	2971 250TH STREET				
	FREDERICKSBURG	IA	50630		
	(319) 240-9088				
16497		138 E. MAIN ST	FREDERICKSBURG	IA	50630
16549		213 VINE ST	WEST UNION	IA	52175
03011	DE LONE WILSON				
	CUBBY'S, INC.				
	9229 MORMON BRIDGE PLZ, SUITE 6				
	OMAHA	NE	68152-1959		
	(402) 453-2468				
16545		1302 FIRST AVE	MANSON	IA	50563
16493		121 N. DES MOINES	ODEBOLT	IA	51458
16569		2501 210TH AVE	PERCIVAL	IA	51648
16491		2405 N. BROADWAY ST	RED OAK	IA	51566
05005	ANDREW WOODARD				
	ELLIOTT OIL COMPANY				
	P.O. BOX 473				
	OTTUMWA	IA	52501		
	(641) 684-4377				
16564		444 E. MAIN ST	AGENCY	IA	52530
16565		107 N. MAIN ST	ALBIA	IA	52531
16568		100 1ST ST	BATAVIA	IA	52533
16573		107 E. GRACE AVE	CHARITON	IA	50049
16566		500 SOUTH MERINO AVENUE	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
03016	SEAN CHINNA				
	S & R PETROLEUM				
	P.O. BOX 101				
	GLADSTONE	IL	61437		
	(309) 627-9291				
14277		402 6TH ST	NEW BOSTON	IL	61272
14273		CORNER OF 8TH ST. & SCHUYLER	OQUAWKA	IL	61469

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Franchise Store Listing

(By State)

12001	JOE COTTON				
	LOVE'S TRAVEL STOPS & COUNTRY STORES, INC.				
	P.O. BOX 26210				
	OKLAHOMA CITY	OK	73126		
	(405) 751-9000				
14312		5 SOUTH STATE STREET	ATKINSON	IL	61235
14316		23801 WEST BLUFF ROAD	CHANNAHON	IL	60410
14314		2005 MOUSETTE LN	EAST ST. LOUIS	IL	62206
14318		203 N. HAUGHTON HWY	GREENUP	IL	62428
14317		1001 WEST 11TH AVENUE	MONMOUTH	IL	61462
06011	ANDREW L. FUHRMAN				
	FUHRCO, LLC				
	713 40TH STREET				
	EAST MOLINE	IL	61244		
	(507) 438-1895				
14282		1211 AVENUE OF THE CITIES, SUITE 4	SILVIS	IL	61282
07027	PRITAM S. GREWAL				
	WOODHULL TRUCK PLAZA, LLC				
	536 OXFORD AVENUE				
	WOODHULL	IL	61490		
	(408) 406-0703				
14326		536 OXFORD AVENUE	WOODHULL	IL	61490

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Franchise Store Listing
(By State)

06500	DAVE GRIMES				
	MARTIN & BAYLEY, INC.				
	1311 A WEST MAIN ST.				
	CARMI	IL	62821		
	(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
14324		315 EAST CALUMET STREET	CENTRALIA	IL	62801
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
14321		5608 HUMBERT ROAD	GODFREY	IL	62035
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
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		
	(217) 529-1202				
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

02011	BILL SMITH				
	BECK OIL COMPANY OF ILLINOIS				
	850 E. THOMPSON ST.				
	PRINCETON	IL	61356		
	(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

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Franchise Store Listing

(By State)

03028	BURNHAM WALLACE				
	COLONIAL PANTRY HOLDINGS, LLC				
	1410 COMMONWEALTH DR., STE 202				
	WILMINGTON	NC	28403		
	(910) 395-5300				
14290		401 N. MARKET ST	OGDEN	IL	61859
12001	JOE COTTON				
	LOVE'S TRAVEL STOPS & COUNTRY STORES, INC.				
	P.O. BOX 26210				
	OKLAHOMA CITY	OK	73126		
	(405) 751-9000				
15295		780 JEFF GORDON BLVD	PITTSBORO	IN	46167
19041	DEVINDER GHOTRA & GURDEEP SINGH				
	HARIOM GAS INCORPORATED				
	11750 WEST STATE ROAD 10				
	DEMOTTE	IN	46310		
	(219) 670-6018				
15324		11750 WEST STATE ROAD 10	DEMOTTE	IN	46310
06500	DAVE GRIMES				
	MARTIN & BAYLEY, INC.				
	1311 A WEST MAIN ST.				
	CARMI	IL	62821		
	(618) 382-2334				
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
15327		104 WABASH ROAD	NORTH MANCHESTER	IN	46962
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
15328		1515 WASHINGTON AVENUE	VINCENNES	IN	47591
15330		1 GATEWAY DRIVE	WASHINGTON	IN	47501

Exhibit E-1
Franchise Store Listing
(By State)

16025	JAYESHKUMAR PATEL				
	AJ PARTNERSHIP INC				
	6925 S. FRANKLIN ROAD				
	INDIANAPOLIS	IN	46259		
	(317) 714-7066				
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
19044	AMINDERJIT SINGH				
	SSA 4, INC.				
	9 HAWKS RIDGE				
	AVON	CT	06001		
	(860) 402-8401				
15329		1175 BROADWAY	CHESTERTON	IN	46304
19040	DALJIT SINGH				
	PRINCE PETROLEUM, INC				
	8858 DOUBLETREE DRIVE NORTH				
	CROWN POINT	IN	46307		
	(219) 942-6002				
15322		6851 BROADWAY	MERRILLVILLE	IN	46410
01012	DAREL ANDERSON				
	NORTH-AGRI MART LLC				
	P.O. BOX 157				
	HOPE	KS	67451		
	(785) 366-7213				
17307		301 W. WALNUT STREET	HERINGTON	KS	67449
12001	JOE COTTON				
	LOVE'S TRAVEL STOPS & COUNTRY STORES, INC.				
	P.O. BOX 26210				
	OKLAHOMA CITY	OK	73126		
	(405) 751-9000				
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

Exhibit E-1
Franchise Store Listing
(By State)

12015	ANGIE GATZEMEYER				
	VALLEY FALLS, LLC				
	1420 K4 HIGHWAY				
	VALLEY FALLS	KS	66088		
	(785) 231-4771				
17294		1420 K4 HIGHWAY (PETRO)	VALLEY FALLS	KS	66088
13018	ERIC COOPER				
	MAVERICK, INC. & COX OIL CO., INC.				
	623 PERKINS STREET				
	UNION CITY	TN	38261		
	(731) 885-6444				
18366		101 HIGHLAND AVE	FULTON	KY	42041
05010	JEANETTE DAVIS				
	EG AMERICA, LLC				
	165 FLANDERS ROAD				
	WESTBOROUGH	MA	01581		
	(864) 525-2875				
18300		410 W. MAIN ST	AUBURN	KY	42206
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
18339		3011 NASHVILLE RD	BOWLING GREEN	KY	42101
18323		PO BOX 437/HOUCHENS FERRY RD	BROWNSVILLE	KY	42210
18324		311 NORTH MAIN ST	BURKESVILLE	KY	42717
18325		267 MAIN ST	CADIZ	KY	42211
18326		HWY 95 & FIFTH AVE	CALVERT CITY	KY	42029
18327		HWY 31 & 70	CAVE CITY	KY	42127
18328		25 OAK HEIGHTS	DAWSON SPRINGS	KY	42408
18329		1080 HARDING RD	FRANKLIN	KY	42134
18330		557 S L ROGERS WELLS BLVD	GLASGOW	KY	42141
18331		349 N. MAIN ST	GREENVILLE	KY	42345
18332		511 N. COLLEGE ST	HARRODSBURG	KY	40330-1015
18333		1905 N. MAIN ST	JAMESTOWN	KY	42629-2507
18334		1580 US HWY 60 W	LEDBETTER	KY	42058-0043
18335		634 EDGEWOOD DR	NICHOLASVILLE	KY	40356
18336		125 WEST NASHVILLE ST	PEMBROKE	KY	42266
18338		1397 NEW GALLATIN RD	SCOTTSVILLE	KY	42164

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Franchise Store Listing

(By State)

06500	DAVE GRIMES				
	MARTIN & BAYLEY, INC.				
	1311 A WEST MAIN ST.				
	CARMI	IL	62821		
	(618) 382-2334				
18341		101 N. ELM ST	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	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
18295		5750 BENTON ROAD	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
16019	NILAM D. PATEL				
	GODFATHER'S PIZZA				
	1506 S. SHELBY STREET				
	LOUISVILLE	KY	40217		
	(502) 636-1953				
18315		2611 LEITCHFIELD RD	ELIZABETHTOWN	KY	42701
19024	G. LYNN RICE				
	SUPER QUIK, INC.				
	2000 ASHLAND DR., SUITE 105				
	ASHLAND	KY	41101-7058		
	(606) 393-3247				
18303		14 WEST KY 8, STE A	VANCEBURG	KY	41179
23014	ANIL (ANDY) WADHWA				
	RSSB, LLC				
	10125 DIXIE BEELINE HWY				
	GUTHRIE	KY	42234		
	(931) 801-1307				
18360		10125 DIXIE BEELINE HWY	GUTHRIE	KY	42234
23370	RICK WILLIAMS				
	RJW SERVICES, INC.				
	46 KINGSWOOD ROAD				
	EL DORADO	IL	62930		
	(618) 273-3421				
18219		PARKWAY PLAZA MALL	MADISONVILLE	KY	42431

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Franchise Store Listing
(By State)

09600	DICK JOHNSON				
	DJ CONCEPTS, INC.				
	11820 LAKEWAY DR.				
	PLAINWELL	MI	49080		
	(269) 664-5260				
23142		3815 EAST CORK	KALAMAZOO	MI	49001
08034	SARA WIMBERLY				
	HOLIDAY STATIONSTORES, INC.				
	4567 AMERICAN BLVD. WEST				
	BLOOMINGTON	MN	55437		
	(952) 830-8700				
23151		56021 US HIGHWAY 41	CALUMET	MI	49913
23152		110 US HIGHWAY 41	L'ANSE	MI	49946
23153		103 GREENLAND ROAD	ONTONAGON	MI	49953
23154		185 US HWY 2 WEST	WAKEFIELD	MI	49968
01010	STEVEN ANDERSON				
	BOBBY & STEVE'S AUTO WORLD, LLP				
	7920 FRANCE AVE S				
	BLOOMINGTON	MN	55435		
	(952) 831-8833				
24390		7920 FRANCE AVE S	BLOOMINGTON	MN	55435
02020	ROGER BACKSTROM				
	GFI MANAGEMENT LLC				
	10471 HOLLY STREET NW				
	COON RAPIDS	MN	55448		
	(763) 560-2667				
24377		7450 UNITY AVE, NORTH	BROOKLYN PARK	MN	55443
02029	MICK & DEANN BROMENSCHENKEL				
	GODFATHER'S PIZZA				
	4748 90TH AVENUE SE				
	ST. CLOUD	MN	56304		
	(320) 743-4730				
24386		13854 1ST ST SE, STE 8	BECKER	MN	55308
19004	COREY CHRISTENSEN				
	SCK OF RED WING, INC.				
	2000 OLD WEST MAIN STREET				
	RED WING	MN	55066		
	(651) 388-1138				
24333		2000 OLD WEST MAIN ST	RED WING	MN	55066
03034	JEFF EINCK				
	CHANDLER CO-OP, CHANDLER, MN				
	151 5TH STREET/P.O. BOX 205				
	CHANDLER	MN	56122-0205		
	(507) 677-2207				
24398		2511 MAPLE AVENUE	SLAYTON	MN	56172

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(By State)

07028	LEE & MICHELLE GAUER LEAGUE OF CHAMPS, LLC 12973 134TH AVENUE NE SPICER (320) 905-1936	MN	56288		
24402		190 PROGRESS WAY	SPICER	MN	56288
07018	STEVEN M. GIERE PIZZA TEAM, INC. 1611 16TH STREET NW ROCHESTER (507) 288-7515	MN	55901		
24381		1611 N.W. 16TH ST	ROCHESTER	MN	55901
08040	STEVE HAASE CHS, INC./CENEX ZIP TRIP 4407 N. DIVISION STREET, SUITE 300 SPOKANE (509) 535-7701	WA	99207		
24396		2605 WEST LINCOLN AVENUE	FERGUS FALLS	MN	56537
08016	BOB HANAUSKA DON'S I-94 CONVENIENCE STORE, INC. P.O. BOX 549 ALBANY (320) 845-4646	MN	56307		
24350		310 - 8TH ST SOUTH	ALBANY	MN	56307
11027	RUTH KAPAUN DRK PIZZA, LLC 1482 EAST SHORE DRIVE DETROIT LAKES (218) 457-0087	MN	56501		
24401		712 1/2 WASHINGTON AVE	DETROIT LAKES	MN	56501
11019	LARRY KICKER GODFATHER'S PIZZA IN ARLINGTON 343 W. MAIN ST. ARLINGTON (507) 964-2122	MN	55307		
24379		343 W. MAIN ST	ARLINGTON	MN	55307
03020	JERRY MORD CO-OP SERVICE INC. OF BAUDETTE P.O. BOX 69 BAUDETTE (218) 634-2550	MN	56623		
24380		509 W. MAIN	BAUDETTE	MN	56623
03014	NIKKI OSSE NORTHERN STAR COOPERATIVE SERVICES, INC. P.O. BOX 458 DEER RIVER (218) 232-2445	MN	56636		
24356		904 1ST AVE NE	LONG PRAIRIE	MN	56347

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(By State)

12016	JASON OYE				
	LUVERNE SUPERMARKET, INC.				
	P.O. BOX 266				
	JACKSON	MN	56143		
	(507) 841-3326				
24399		818 NORTH KNISS AVE	LUVERNE	MN	56156
16032	GREG POPKES				
	POPKES CAR CARE, INC.				
	602 NORTH 2ND AVENUE EAST				
	ROCK RAPIDS	IA	51246		
	(507) 727-1627				
24397		1097 W. GATEWAY DRIVE	WORTHINGTON	MN	56187
13500	BRAD PRICE				
	ROC MANAGEMENT & ASSOC., INC.				
	3000 18TH STREET				
	SPIRIT LAKE	IA	51360		
	(712) 336-3933				
24155		600 W. OAKLAND	AUSTIN	MN	55912
24296		328 NORTHWEST FOURTH ST	FARIBAULT	MN	55021
24285		116 OAKDALE STREET	OWATONNA	MN	55060
24313		225 S. MINNESOTA	ST. PETER	MN	56082
24297		112 3RD AVE	WINDOM	MN	56101
06021	SCOTT WALKER				
	FARMERS CO-OPERATIVE OIL COMPANY				
	118 DUPONT AVENUE				
	RENVILLE	MN	56284-0250		
	(320) 329-8351				
24400		1208 WEST LINCOLN AVENUE	OLIVIA	MN	56277
19023	STEVE WILLIAMS				
	BOBBY & STEVE'S AUTO WORLD II, LLP				
	1221 WASHINGTON AVENUE SOUTH				
	MINNEAPOLIS	MN	55415		
	(612) 333-8900				
24375		1221 WASHINGTON AVE SOUTH	MINNEAPOLIS	MN	55415
02032	RUSSELL BABCOCK				
	GRACE PIZZA, INC.				
	9004 NW SKYVIEW AVENUE				
	KANSAS CITY	MO	64154		
	(816) 905-1000				
26401		5402 ANTIOCH RD	KANSAS CITY	MO	64119
26402		9004 NW SKYVIEW AVENUE	KANSAS CITY	MO	64154
06022	RONALD E. BACHMAN, JR.				
	ST. JOE PETROLEUM CO.				
	2520 SOUTH 2ND STREET				
	ST. JOSEPH	MO	64501		
	(816) 646-1135				
26438		103 HILL STREET	STEWARTSVILLE	MO	64490

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Franchise Store Listing

(By State)

02026	KRISTI BAILEY				
	GODFATHER'S PIZZA				
	3108 COUNTY ROAD 3690				
	MOUNTAIN VIEW	MO	65548		
	(417) 247-0274				
26392		103 E. 5TH ST	MOUNTAIN VIEW	MO	65548
03036	REMY CANO				
	ON LAKE TIME SUNRISE BEACH, LLC				
	245 GREENLEAF DRIVE				
	SUNRISE BEACH	MO	65079		
	(573) 317-6444				
26435		11947 NORTH STATE HWY 5	SUNRISE BEACH	MO	65079
03027	HEON-MO (BILL) CHUNG				
	NAM-HO DEVELOPMENT, LLC				
	1514 BOB GRIFFIN ROAD				
	CAMERON	MO	64429		
	(816) 617-2753				
26394		1518 BOB GRIFFIN RD	CAMERON	MO	64429
03031	MICHAEL COOK				
	COOK RESTAURANTS, LLC				
	888 COUNTY ROAD 526				
	POPLAR BLUFF	MO	63901		
	(573) 686-1420				
26397		791 N. WESTWOOD BLVD	POPLAR BLUFF	MO	63901
03551	DAVID & KATHY CROWDUS				
	AUXARC PIZZA				
	549 AMANDA RD				
	RIDGEDALE	MO	65739		
	(816) 792-1000				
26399		1026 W. MAIN STREET	BRANSON	MO	65616
05010	JEANETTE DAVIS				
	EG AMERICA, LLC				
	165 FLANDERS ROAD				
	WESTBOROUGH	MA	01581		
	(864) 525-2875				
26407		5050 NE LAKEWOOD WAY	LEE'S SUMMIT	MO	64064
26410		6903 BLUE RIDGE BLVD	RAYTOWN	MO	64133
07019	TONY GIER				
	GIER OIL COMPANY, INC.				
	301 E. 8TH STREET				
	ELDON	MO	65026		
	(573) 392-6150				
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

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(By State)

06500	DAVE GRIMES				
	MARTIN & BAYLEY, INC.				
	1311 A WEST MAIN ST.				
	CARMI	IL	62821		
	(618) 382-2334				
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
12006	GREG & LORI LANDES				
	LANDES OIL INC.				
	P.O. BOX 199				
	JAMESPORT	MO	64648		
	(660) 684-6611				
26433		1841 EAST 28TH STREET	TRENTON	MO	64683
13030	CURTIS & JONI MAYS				
	ALDEBARAN INVESTMENT GROUP LLC				
	15771 CR 440				
	WINONA	MO	65588		
	(417) 247-0887				
26428		102 WEST PINE STREET	VAN BUREN	MO	63965
19510	MIKE SIDWELL				
	K2M, INC.				
	510 EAST SOUTH STREET				
	OZARK	MO	65721		
	(417) 581-9292				
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
05005	ANDREW WOODARD				
	ELLIOTT OIL COMPANY				
	P.O. BOX 473				
	OTTUMWA	IA	52501		
	(641) 684-4377				
26390		RR #3, BOX 173D	LANCASTER	MO	63548
12001	JOE COTTON				
	LOVE'S TRAVEL STOPS & COUNTRY STORES, INC.				
	P.O. BOX 26210				
	OKLAHOMA CITY	OK	73126		
	(405) 751-9000				
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

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(By State)

08028	C. JIM HENNEN & TERRA GARDIPEE				
	FLAT FOOD LLP				
	1800 3RD STREET NW				
	GREAT FALLS	MT	59404		
	(406) 899-2900				
27140		1800 3RD STREET NW	GREAT FALLS	MT	59404
22100	LINDA VAP				
	MONTANA PIZZA, INC.				
	223 EAST MAIN				
	MISSOULA	MT	59802		
	(406) 251-3461				
27135		905 MAIN ST	BILLINGS	MT	59105
27105		2216 N MONTANA AVE	HELENA	MT	59601
12001	JOE COTTON				
	LOVE'S TRAVEL STOPS & COUNTRY STORES, INC.				
	P.O. BOX 26210				
	OKLAHOMA CITY	OK	73126		
	(405) 751-9000				
34332		3308 HWY 226 SOUTH	MARION	NC	28752
34345		1217 TROLLINGWOOD HAWFIELDS RD	MEBANE	NC	27302
13028	JYOTHSNA (JYO) NAGABHIRAVA &				
	CHAKARADHAR (CHUCK) MANNAVA				
	NIVI CORPORATION				
	1223 RIDGE GROVE CT				
	LEWISVILLE	NC	27023		
	(336) 391-9132				
34344		215 WEST US HWY 64, UNIT #14	LEXINGTON	NC	27295
14003	E. J. POPE III				
	E. J. POPE & SON, INC.				
	1092 NORTH BREAZEALE AVENUE				
	MOUNT OLIVE	NC	28365		
	(919) 658-6566				
34348		5673 GUM BRANCH ROAD	JACKSONVILLE	NC	28540
34350		1050 EDWARDS ROAD	PRINCETON	NC	27569
34349		2700 NC-210	SURF CITY	NC	28445
20016	ANGELIA THOMPSON				
	S & A THOMPSON ENTERPRISES, INC				
	1010 E. BROAD AVENUE				
	ROCKINGHAM	NC	28379		
	(910) 206-5403				
34346		1010 E. BROAD AVE	ROCKINGHAM	NC	28379
12001	JOE COTTON				
	LOVE'S TRAVEL STOPS & COUNTRY STORES, INC.				
	P.O. BOX 26210				
	OKLAHOMA CITY	OK	73126		
	(405) 751-9000				
35155		13586 57TH STREET NW	WILLISTON	ND	58801

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08039	JUDD ESKILDSEN				
	HOLIDAY INN FARGO				
	3803 13TH AVENUE SOUTH				
	FARGO	ND	58103		
	(701) 282-2700				
35157		3803 13TH AVENUE SOUTH	FARGO	ND	58103
23015	CHRIS FITTERER				
	WEST DAKOTA OIL, INC.				
	604 E. BROADWAY				
	DICKINSON	ND	58601		
	(701) 225-4292				
35158		450 EAST VILLARD STREET	DICKINSON	ND	58601
16028	BILL KLUG				
	UNITED QUALITY COOPERATIVE				
	307 MAIN STREET/P.O. BOX 340				
	NEW TOWN	ND	58763		
	(701) 627-3636				
35156		99 COOP STREET	NEW TOWN	ND	58763
08033	JARED SCHEELER				
	HUB CONVENIENCE STORES, INC				
	191 40TH STREET WEST				
	DICKINSON	ND	58601		
	(701) 483-3835				
35153		191 40TH STREET WEST	DICKINSON	ND	58601
35159		709 3RD AVENUE NW	HAZEN	ND	58545
08034	SARA WIMBERLY				
	HOLIDAY STATIONSTORES, INC.				
	4567 AMERICAN BLVD. WEST				
	BLOOMINGTON	MN	55437		
	(952) 830-8700				
35154		107 8TH AVENUE SE	WATFORD CITY	ND	58854
01004	DUAINE ARENA				
	ASA HOLDINGS, LLC				
	556 SARGENT STREET				
	BEATRICE	NE	68310		
	(402) 806-4406				
28441		556 SARGENT ST	BEATRICE	NE	68310
18400	BRIAN BARTLING				
	RIGEL AIRPORT SERVICES LLC				
	4501 ABBOTT DRIVE/SUITE 2200 EPPLEY AIRFIELD				
	OMAHA	NE	68110		
	(402) 422-6376				
28394		4501 ABBOTT DR-EPPLEY AIRFIELD	OMAHA	NE	68110

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Franchise Store Listing
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03023	BRUCE N. CANNON				
	1ST COURSE, INC				
	314 PARKWILD DRIVE				
	COUNCIL BLUFFS	IA	51503		
	(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
04100	KEN DENFELD				
	PACIFIC PIZZA COMPANY				
	11280 NW EAST ROAD				
	PORTLAND	OR	97229		
	(503) 531-7200				
28300		7920 SO. 84TH ST	LAVISTA	NE	68128
04021	JOHN DILSAVER				
	WESTERN OIL II LLC				
	P.O. BOX 10				
	VALENTINE	NE	69201		
	(402) 376-2224				
28460		108 2ND AVENUE	KEARNEY	NE	68847
28459		923 238TH ROAD	MILFORD	NE	68405
07022	CALE GIESE				
	GANDER FOODS, LLC				
	106 S. MAIN STREET				
	WAYNE	NE	68787		
	(402) 369-2145				
28450		106 S. MAIN ST	WAYNE	NE	68787
07740	MIKE GOTTSCHALK				
	GOTCHA CORPORATION				
	3618 SOUTH 170TH COURT				
	OMAHA	NE	68130		
	(402) 210-7423				
28406		806 VILLAGE SQUARE	GRETNA	NE	68028
28432		2917 S. 168TH ST	OMAHA	NE	68130
07029	KAYLEE GRAYBILL & LORI CAHILL				
	K & L BRASS RAIL, LLC				
	513 MAPLE STREET				
	CLARKSON	NE	68629		
	(402) 615-0662				
28471		227 PINE STREET	CLARKSON	NE	68629
08610	CHAD HENGGELER & AMY HAMILTON				
	GODFATHER'S PIZZA OF FREMONT				
	1851 E. 23RD STREET				
	FREMONT	NE	68025		
	(402) 727-6262				
28379		1851 E. 23RD ST	FREMONT	NE	68025

Exhibit E-1
Franchise Store Listing
(By State)

08600	MARK HENK & TIM SVOBODA				
	SVOBODA & HENK, INC.				
	2457 N. 147TH STREET				
	OMAHA	NE	68116		
	(402) 643-4524				
28345		1916 S LOCUST	GRAND ISLAND	NE	68801
28385		132 S. 6TH ST	PLATTSMOUTH	NE	68048
28245		122 NORTH 5TH ST	SEWARD	NE	68434
08015	CHARLES ALAN (AL) HESS				
	CHESS, INC.				
	16021 BOYD CIRCLE				
	OMAHA	NE	68116		
	(402) 981-3618				
28414		14139 Q ST	OMAHA	NE	68137
11001	PAT KELLEY				
	KT RESTAURANTS, INC., LLC				
	P.O. BOX 540843				
	OMAHA	NE	68154-0843		
	(402) 651-0329				
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	NE	68601		
	(402) 564-8515				
28375		770 33RD AVE	COLUMBUS	NE	68601
15005	STEVE & VICKI OSBORN				
	OZZIE'S I-80				
	P.O. BOX 278				
	SUTHERLAND	NE	69165		
	(308) 386-6061				
28422		I-80 & HWY 25	SUTHERLAND	NE	69165
16037	LONNIE PARSONS				
	K & L ENTERPRISES, INC.				
	4105 WEST PHILIP AVENUE				
	NORTH PLATTE	NE	69101		
	(308) 520-3820				
28469		212 WESTVIEW PLAZA	MCCOOK	NE	69001
28462		1100 SOUTH JEFFERS STREET	NORTH PLATTE	NE	69101
16038	HAMAL PATEL				
	GINI, LLC				
	1105 S. BROAD STREET				
	FREMONT	NE	68025		
	(402) 721-9815				
28464		101 S. CHARDE AVE	OAKLAND	NE	68045

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Franchise Store Listing
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16200	RYAN PETERSEN				
	ELKHORN PIZZA, INC.				
	P.O. BOX 513				
	ELKHORN	NE	68022		
	(402) 289-2038				
28374		101 HILLRISE	ELKHORN	NE	68022
03035	MICHAEL G. STICHKA				
	C & M SUPPLY, INC.				
	P.O. BOX 8				
	RUSKIN	NE	68974		
	(402) 226-2261				
28461		101 1ST STREET	DESHLER	NE	68340
19042	GARY SUHR				
	GSMW GROCERIES, INC.				
	1110 SOUTH B STREET				
	BROKEN BOW	NE	68822		
	(308) 530-9051				
28466		1110 SOUTH B STREET	BROKEN BOW	NE	68822
23004	TODD VEGAS				
	WHITEHEAD OIL COMPANY				
	P.O. BOX 30211				
	LINCOLN	NE	68503		
	(402) 435-3509				
28428		18940 S. 68TH ST	HICKMAN	NE	68372
23011	DENNIS WAMSLEY				
	THE POST, LLC				
	P.O. BOX 500				
	SIDNEY	NE	69162		
	(308) 249-4403				
28448		1020 OLD POST ROAD	SIDNEY	NE	69162
20015	CARL (MARTY) & CAROL WILLIAMS				
	TACO JOHNS OF NEBRASKA, INC.				
	3650 N. 10TH STREET				
	GERING	NE	69341		
	(308) 641-7756				
28458		102 W. 5TH ST	BRIDGEPORT	NE	69336

Exhibit E-1
Franchise Store Listing
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03011	DE LONE WILSON				
	CUBBY'S, INC.				
	9229 MORMON BRIDGE PLZ, SUITE 6				
	OMAHA	NE	68152-1959		
	(402) 453-2468				
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	GREENWOOD	NE	68366
28438		210 L ST	NELIGH	NE	68756
28470		601 SOUTH 13TH STREET	OMAHA	NE	68102
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	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
13510	DON WOOD				
	SODEXO, INC.				
	9801 WASHINGTONIAN BLVD.				
	GAITHERSBURG	MD	20878		
	(301) 987-4924				
28386		CREIGHTON UNIV STUDENT CTR/2400 CASS ST	OMAHA	NE	68178
12001	JOE COTTON				
	LOVE'S TRAVEL STOPS & COUNTRY STORES, INC.				
	P.O. BOX 26210				
	OKLAHOMA CITY	OK	73126		
	(405) 751-9000				
32164		703 SOUTH 1ST STREET	CLAYTON	NM	88415
32161		900 WEST MOTEL DRIVE	LORDSBURG	NM	88045
32165		257 HORIZON BLVD	MILAN	NM	87021
32159		1900 MOUNTAIN RD	TUCUMCARI	NM	88401
12001	JOE COTTON				
	LOVE'S TRAVEL STOPS & COUNTRY STORES, INC.				
	P.O. BOX 26210				
	OKLAHOMA CITY	OK	73126		
	(405) 751-9000				
29159		825 COMMERCE CENTER DRIVE	FERNLEY	NV	89408
29154		12501 APEX GREAT BASIN WAY	LAS VEGAS	NV	89105
13023	ANIL MANOCHA & VED P. AHUJA				
	GODFATHER'S PIZZA				
	5321 DESERT PEACH DR.				
	SPARKS	NV	89436		
	(775) 786-7191				
29156		645 BOOTH ST	RENO	NV	89509

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Franchise Store Listing

(By State)

12001	JOE COTTON				
	LOVE'S TRAVEL STOPS & COUNTRY STORES, INC.				
	P.O. BOX 26210				
	OKLAHOMA CITY	OK	73126		
	(405) 751-9000				
36418		4352 STATE ROUTE 225	DIAMOND	OH	44412
36416		2586 NORTH MAIN STREET	HUBBARD	OH	44425
36417		6023 ALUM CREEK DRIVE	OBETZ	OH	43137
36415		2241 FAIR ROAD	SIDNEY	OH	45365
16033	CHIRAG (PAT) PATEL				
	KILBY CROSSINGS LLC				
	2006 PETERSBURG ROAD				
	HEBRON	KY	41048		
	(859) 630-2221				
36412		10120 SUSPENSION BRIDGE ROAD	HARRISON	OH	45030
16029	SANDEEP R. PATEL				
	BATAVIA C-STORE, INC.				
	1029 ASBURY ROAD				
	CINCINNATI	OH	45255		
	(513) 328-0509				
36414		2700 OLD STATE ROUTE 32	BATAVIA	OH	45103
19024	G. LYNN RICE				
	SUPER QUIK, INC.				
	2000 ASHLAND DR., SUITE 105				
	ASHLAND	KY	41101-7058		
	(606) 393-3247				
36419		1051 GALENA PIKE	WEST PORTSMOUTH	OH	45663
23400	CHUCK WINTERS				
	W & W PIZZA, INC.				
	P.O. BOX 1268				
	PRINCETON	IN	47670		
	(812) 385-8747				
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

Exhibit E-1

Franchise Store Listing

(By State)

12001 JOE COTTON
LOVE'S TRAVEL STOPS & COUNTRY STORES, INC.
P.O. BOX 26210
OKLAHOMA CITY OK 73126
(405) 751-9000

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	ARDMORE	OK	73401
37268		930 W. BROADWAY	ARDMORE	OK	73401
37297		1100 EAST MAIN STREET	BOISE CITY	OK	73933
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	EDMOND	OK	73083
37291		1645 EAST HIGHWAY 66	EL RENO	OK	73036
37232		1601 BIRKES RD	EUFAULA	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
37300		1430 HIGHWAY 54 EAST	TEXHOMA	OK	73949
37296		706 SOUTH THORNTON STREET	VIAN	OK	74962
37289		304 W. RUSSWORM DRIVE	WATONGA	OK	73772
37255		3033 HIGHWAY 412	WATTS	OK	74964
37258		3020 WILLIAMS AVENUE	WOODWARD	OK	73801
37263		2615 OKLAHOMA AVENUE	WOODWARD	OK	73801
37286		305 W. ROBERT S. KERR BLVD.	WYNNEWOOD	OK	73098
37279		1016 W. MAIN STREET	YUKON	OK	73099

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Franchise Store Listing
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04020	IVAN DICKEY				
	IVAN DICKEY, LLC				
	2101 WEST OWEN K. GARRIOTT RD				
	ENID	OK	73703		
	(580) 402-0440				
37284		2101 WEST OWEN K. GARRIOTT RD.	ENID	OK	73703
19018	RICKY D. WOOD				
	WOODSHED				
	P.O. BOX 339				
	EDNA	KS	67342		
	(620) 922-7252				
37252		309 S MAYES	ADAIR	OK	74330
03024	PATRICK M. CAHILL				
	K-HILL & SUN LLC				
	8860 SW 69TH AVE.				
	PORTLAND	OR	97223		
	(971) 255-1321				
38212		14200 SW BARROWS RD	TIGARD	OR	97223
38213		2503 SW CHERRY PARK RD	TROUTDALE	OR	97060
04100	KEN DENFELD				
	PACIFIC PIZZA COMPANY				
	11280 NW EAST ROAD				
	PORTLAND	OR	97229		
	(503) 531-7200				
38197		17691 SW FARMINGTON ROAD	ALOHA	OR	97007
38185		2834-A PACIFIC AVE	FOREST GROVE	OR	97116
38206		7440 SW BASELINE	HILLSBORO	OR	97123
38199		11140 S.W. BARNES RD	PORTLAND	OR	97225
13033	MOHAMMAD Y. MALIK				
	MYS ENERGY GREENCASTLE INC				
	705 BUCHANAN TRAIL EAST				
	GREENCASTLE	PA	17225		
	(202) 716-0165				
39143		705 BUCHANAN TRAIL EAST	GREENCASTLE	PA	17225
02006	CHRIS BARTH				
	KNR FOODS				
	608 SOUTH KINGS HWY				
	MYRTLE BEACH	SC	29577		
	(843) 626-3300				
41212		608 SOUTH KINGS HWY	MYRTLE BEACH	SC	29577
01011	LAURIE & STEVE ANDERSON				
	HANDI MART LLC				
	100 N HWY 81				
	ARLINGTON	SD	57212		
	(605) 983-5771				
42178		100 N. HWY 81	ARLINGTON	SD	57212
42181		102 HIGHWAY 14 EAST	DE SMET	SD	57231

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Franchise Store Listing
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02010	R.F. BUCHE				
	G.F. BUCHE CO.				
	401 W. HWY 46				
	WAGNER	SD	57380		
	(605) 384-4300				
42154		E HWY 18/P.O. BOX 788	MISSION	SD	57555
42153		413 W.HWY 46	WAGNER	SD	57380
03029	MICHAEL CARRELS				
	OCHO, INC.				
	P.O. BOX 1825				
	ABERDEEN	SD	57402		
	(605) 725-3401				
42172		711 N. 2ND STREET	ABERDEEN	SD	57401
42183		2303 SE 6TH AVENUE	ABERDEEN	SD	57401
03202	STEVE CLARK				
	PLAINS PIZZA CORP.				
	804 EAST 62ND STREET				
	SIOUX FALLS	SD	57108		
	(605) 366-2772				
42143		195 21ST ST SOUTHWEST	HURON	SD	57350
04018	CHRIS DVORAK				
	DVORAK CONVENIENCE STORES, INC.				
	P.O. BOX 200				
	BLACK HAWK	SD	57718		
	(605) 484-9934				
42180		16098 HWY 14/16	NEW UNDERWOOD	SD	57761
04019	JASON DVORAK				
	BLACK HAWK OIL, INC.				
	P.O. BOX 740				
	BLACK HAWK	SD	57718		
	(605) 391-2732				
42179		7215 BLACK HAWK RD	BLACK HAWK	SD	57718
08017	DIANA HOLDEN				
	AGLAND COOP/AMPRIDE				
	115 SOUTH FIRST STREET				
	PARKSTON	SD	57366		
	(605) 928-7543				
42157		905 W. HWY 44	PARKSTON	SD	57366
22003	CARRIE LEFORT				
	HIGHLAND TRAVEL PLAZA, LLC				
	2160 HIGHLAND WAY				
	MITCHELL	SD	57301		
	(605) 995-5091				
42160		2160 HIGHLAND WAY	MITCHELL	SD	57301

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13025	SURINDER (SAM) MULTANI				
	SURAJ GAS BAR & C STORE, LLC				
	47018 SD HWY 46				
	BERESFORD	SD	57004		
	(605) 957-4141				
42177		47018 SD HWY 46	BERESFORD	SD	57004
16004	GREGG PETERS				
	JONES ENTERPRISES				
	812 COTTAGE AVE				
	VERMILLION	SD	57069		
	(605) 624-2624				
42152		27600 South Dakota Hwy 19	PARKER	SD	57053
42155		812 COTTAGE AVE	VERMILLION	SD	57069
21004	JORDAN URBAN				
	SODAK PIZZA CO				
	520 11TH AVENUE SE, SUITE 1				
	WATERTOWN	SD	57201		
	(605) 881-5834				
42184		1300 9TH AVENUE SE	WATERTOWN	SD	57201
03011	DE LONE WILSON				
	CUBBY'S, INC.				
	9229 MORMON BRIDGE PLZ, SUITE 6				
	OMAHA	NE	68152-1959		
	(402) 453-2468				
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
13032	SHIREEN AMIRALY & RAFIQ DEVJI				
	SPEEDY CORNER MART LLC				
	2202 DICKERSON PIKE				
	NASHVILLE	TN	37207		
	(731) 313-0747				
43350		1930 HARTMANN DRIVE	LEBANON	TN	37087
02038	AMIR (ALEX) BOGHANI				
	KNOX C-STORE PRO LLC				
	2201 GREENWICH LN				
	KNOXVILLE	TN	37932		
	(865) 456-4536				
43352		3990 EAST ANDREW JOHNSON HIGHWAY	GREENVILLE	TN	37745
43353		1116 HARVEY ROAD	KNOXVILLE	TN	37922
12010	ROBERT BRECKER				
	DUNNE MANNING STORES, LLC				
	645 WEST HAMILTON ST., SUITE #500				
	ALLENTOWN	PA	18101		
	(610) 625-8005				
43327		1190 OAK RIDGE TURNPIKE	OAK RIDGE	TN	37830

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Franchise Store Listing
(By State)

13018	ERIC COOPER				
	MAVERICK, INC. & COX OIL CO., INC.				
	623 PERKINS STREET				
	UNION CITY	TN	38261		
	(731) 885-6444				
43332		202 N. CEDAR ST	GLEASON	TN	38229
43342		609 ELM ST	MARTIN	TN	38237
43333		760 HWY 45 E	MEDINA	TN	38355
43307		1444 CHURCH ST	TIPTONVILLE	TN	38079
43343		1500 REELFOOT AVE	UNION CITY	TN	38261
12001	JOE COTTON				
	LOVE'S TRAVEL STOPS & COUNTRY STORES, INC.				
	P.O. BOX 26210				
	OKLAHOMA CITY	OK	73126		
	(405) 751-9000				
43331		3070 LAKE RD	DYERSBURG	TN	38024
43348		150 COUCHVILLE INDUSTRIAL BLVD	MT. JULIET	TN	37122
43330		1001 HIGHWAY 76	WHITE HOUSE	TN	37188
05010	JEANETTE DAVIS				
	EG AMERICA, LLC				
	165 FLANDERS ROAD				
	WESTBOROUGH	MA	01581		
	(864) 525-2875				
43301		1230 PEACHERS MILL RD	CLARKSVILLE	TN	37042
43305		2690 TRENTON RD	CLARKSVILLE	TN	37040-5801
06500	DAVE GRIMES				
	MARTIN & BAYLEY, INC.				
	1311 A WEST MAIN ST.				
	CARMI	IL	62821		
	(618) 382-2334				
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
20017	STEVEN R. HOSTETTER				
	TRI STAR ENERGY, LLC				
	1740 ED TEMPLE BLVD				
	NASHVILLE	TN	37208		
	(615) 313-3600				
43351		6029 NOLENSVILLE PIKE	NASHVILLE	TN	37211
08043	FAYYAZ HUSSAIN				
	KING FUEL, INC.				
	5989 HIGHWAY 31 WEST				
	PORTLAND	TN	37148		
	(615) 745-5096				
43355		5989 HIGHWAY 31 WEST	PORTLAND	TN	37148

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Franchise Store Listing
(By State)

16024	GIRISH (GARY) PANCHAL				
	GODFATHER'S PIZZA				
	128 BEAVER CREEK DRIVE				
	PORTLAND	TN	37148		
	(302) 562-6463				
43345		1721 HIGHWAY 41 SOUTH	GOODLETTSVILLE	TN	37072
43328		5500 HIGHWAY 31 WEST	PORTLAND	TN	37148
43339		905 N. BROADWAY	PORTLAND	TN	37148
16015	INDRAVADAN K. PATEL				
	JEET HOSPITALITY, INC.				
	3740 DICKERSON PIKE				
	NASHVILLE	TN	37207		
	(615) 865-6650				
43314		3740 DICKERSON PIKE	NASHVILLE	TN	37207
16017	MAHENDRABHAI (MIKE) P. PATEL				
	GODFATHER'S PIZZA				
	219 S. MAIN STREET				
	GOODLETTSVILLE	TN	37072		
	(615) 851-8272				
43318		219 S. MAIN ST	GOODLETTSVILLE	TN	37072
16031	MAYANK (MAX) PATEL				
	JMP MART, INC.				
	4385 ROANE STATE HWY				
	ROCKWOOD	TN	37854		
	(404) 862-7191				
43338		5461 PEA VINE RD	CROSSVILLE	TN	38558
16034	RAJESH (ROGER) PATEL				
	SAKAMBA, INC.				
	422 CHARLESTON DRIVE				
	COOKEVILLE	TN	38501		
	(630) 751-9224				
43344		4456 S. GRUNDY QUARLES HWY	BLOOMINGTON SPRINGS	TN	38545
19036	ARIFA KESHWANI SURANI				
	GRAB N GO LLC				
	1104 S. BROADWAY ST				
	PORTLAND	TN	37148		
	(615) 323-9921				
43329		1104 S. BROADWAY ST	PORTLAND	TN	37148
01017	DASHON ANDREWS				
	BRIGHTSIDE HORIZONS LLC				
	139 CYPRESSWOOD DRIVE #161				
	SPRING	TX	77388		
	(206) 683-2102				
44882		5275 LOUETTA ROAD	SPRING	TX	77379

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Franchise Store Listing
(By State)

12001	JOE COTTON				
	LOVE'S TRAVEL STOPS & COUNTRY STORES, INC.				
	P.O. BOX 26210				
	OKLAHOMA CITY	OK	73126		
	(405) 751-9000				
44864		105 SE INTERSTATE IH 45	ALMA	TX	75119
44823		6930 I-40 EAST	AMARILLO	TX	79118
44883		14701 I-40 WEST	AMARILLO	TX	79124
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	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
09004	ZAHID IQBAL				
	AM STAR LLC				
	2717 HAMMOCK LAKE DRIVE				
	LITTLE ELM	TX	75034		
	(219) 588-4607				
44884		27379 EAST UNIVERSITY DRIVE, STE 400	AUBREY	TX	76227
44874		1606 FM 423, SUITE 400	FRISCO	TX	75034
11200	JOSEPH F. KARMOUT				
	JFK1, LLC				
	1610 BRADNEY DRIVE				
	HOUSTON	TX	77077		
	(832) 423-5741				
44878		402 WEST GRAND PARKWAY SOUTH #103	KATY	TX	77494
11025	SHRADDHA (SHEELA) KOTHARI				
	SAIROOP LLC				
	8639 CHICKASAW PLUM WAY				
	KATY	TX	77494		
	(281) 799-0009				
44861		7925 7TH STREET	BAY CITY	TX	77414
12350	DONALD LEE				
	GENESIS VISION II, LLC				
	8650 N. SAM HOUSTON PKWY E., #110				
	HUMBLE	TX	77396		
	(281) 219-6000				
44837		8650 N. SAM HOUSTON PKWY E., #110	HUMBLE	TX	77396

Exhibit E-1
Franchise Store Listing
(By State)

18009	MIKE RATKE				
	GODFATHER'S PIZZA				
	P.O. BOX 166				
	FARWELL	TX	79325		
	(575) 760-9491				
44851		701 AVENUE A	FARWELL	TX	79325
19028	LAKHBIR SINGH				
	BAINS PETROLEUM, LLC				
	401 S. LAKE DALLAS DR.				
	LAKE DALLAS	TX	75065		
	(940) 497-5250				
44846		401 S. LAKE DALLAS DR	LAKE DALLAS	TX	75065
03033	JACK WHITNEY				
	CAL'S CONVENIENCE, INC.				
	5605 FM 423, SUITE 500				
	FRISCO	TX	75034		
	(972) 616-4899				
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
20013	DEBBIE & TIM TILLEY				
	PHOENIX'S PIZZA, LLC				
	2662 WEST 11275 SOUTH				
	SOUTH JORDAN	UT	84095		
	(801) 647-8171				
45136		10949 S. REDWOOD RD, SUITE 200	SOUTH JORDAN	UT	84095
12001	JOE COTTON				
	LOVE'S TRAVEL STOPS & COUNTRY STORES, INC.				
	P.O. BOX 26210				
	OKLAHOMA CITY	OK	73126		
	(405) 751-9000				
47260		23845 ROGERS CLARK BLVD	RUTHER GLEN	VA	22548
08560	WILLIAM B. HOLTZMAN				
	HOLTZMAN OIL CORP.				
	P.O. BOX 8				
	MT. JACKSON	VA	22842		
	(540) 477-3131				
47250		9181 N. FREDERICK PIKE	CROSS JUNCTION	VA	22625
47248		100 LEE HIGHWAY	NEW MARKET	VA	22844
47252		125 N. MAIN ST	TIMBERVILLE	VA	22853
12001	JOE COTTON				
	LOVE'S TRAVEL STOPS & COUNTRY STORES, INC.				
	P.O. BOX 26210				
	OKLAHOMA CITY	OK	73126		
	(405) 751-9000				
48410		1501 PORT OF TACOMA ROAD	FIFE	WA	98424

Exhibit E-1
Franchise Store Listing
(By State)

25001	DANIEL YANEZ-GARCIA				
	Y-GARCIA LLC				
	1014 N. WENATCHEE AVENUE				
	WENATCHEE	WA	98801		
	(509) 662-5255				
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		
	(715) 830-9362				
50228		2510 MONDOVI RD	EAU CLAIRE	WI	54701
01013	JOSEPH S. ARBAUGH				
	ARBAUGH GROCERY COMPANY, INC.				
	5600 STATE ROUTE 10				
	SALT ROCK	WV	25559		
	(304) 710-8022				
49178		5600 STATE ROUTE 10	SALT ROCK	WV	25559
12008	GREG DARBY				
	LITTLE GENERAL STORE, INC.				
	P.O. BOX 968				
	BECKLEY	WV	25802		
	(304) 253-9592				
49163		ROUTE 12	ALDERSON	WV	24910
49164		ROUTE 1 - BOX 165K	ALUM CREEK	WV	25003
49176		468 STANAFORD RD	BECKLEY	WV	25801
49161		1586 MOUNTAINEER HIGHWAY	BRADSHAW	WV	24817
49165		21193 COAL RIVER RD	COMFORT	WV	25049
49177		125 ODD RD	GHENT	WV	25843
49167		HIGHWAY 99	GLEN DANIEL	WV	25844
49168		U.S. ROUTE 19	GLEN JEAN	WV	25846
49162		1062 MCCLELLAN HIGHWAY	HARTS	WV	25524
49169		RTE 219 NORTH, HC 81 BOX 76	LEWISBURG	WV	24901
49170		MARKET EXPRESS/ROUTE 16	LIZEMORES	WV	25125
49172		HIGHWAY 219	MARLINTON	WV	24954
49173		ROUTE 60	ONA	WV	25545
49174		ROUTE 20, ATHENS RD	PRINCETON	WV	24740
49179		12745 COAL HERITAGE ROAD	RODERFIELD	WV	24881
49175		103 E. MAIN ST	WHITE SULPHUR SPRINGS	WV	24986
13029	WESLEY DOWLING				
	DLM INVESTMENTS LLC				
	513 E. 2ND STREET				
	GILLETTE	WY	82716		
	(307) 689-3136				
51138		302 WEST LAKEWAY ROAD	GILLETTE	WY	82718
22006	KEVIN VREELAND				
	VREELAND/MAZZA, LLC				
	5719 YELLOWSTONE ROAD				
	CHEYENNE	WY	82009		
	(307) 634-5222				
51137		5719 YELLOWSTONE RD	CHEYENNE	WY	82009

EXHIBIT E-2

STORES NOT OPENED AS OF JULY 31, 2021

None

EXHIBIT E-3

FORMER FRANCHISEES

Hollingsworth Oil Co., Inc.
1503 Memorial Blvd.
P.O. Box 29
Springfield, TN 37172
615-384-5852

ROC Management
Brad Price
3000 18th Street
Spirit Lake, IA 51360
712-336-3933

William M. Theisen
Business Ventures, L.L.C.
643 N. 98th Street, Box 166
Omaha, NE 68114
402-212-8000

Michael Glassmyer
Glasco Enterprises, Inc.
P.O. Box 1505
Hastings, NE 68901
402-469-6790

Sandra Fuqua
GPF, Inc.
4904 Oxford Drive
Mobile, AL 36618
251-402-5951

David Thiele
MAST Enterprises, Inc.
2201 Broadway
Scottsbluff, NE 69361
308-632-5858

Olessya Kozlova
Pronlight LLC
11 Ladyfish Street
Ponte Vedra Beach, FL 32082
904-415-6265

John Lucas
Lucas Family Pizza LLC
12525 Antioch Rd., Suite 102
Overland Park, KS 66213
913-681-5880

Mike Devine
DeWitt Travel Mart
630 South 6th Avenue
DeWitt, IA 52742
309-781-0579

Greg & Lori Landes
Landes Oil Inc.
P.O. Box 199
Jamesport, MO 64648
660-684-6611

Huck's Food & Fuel
Martin & Bayley, Inc
1311 A West Main Street
Carmi, IL 62821
618-382-2334

Bipinchandra Patel
KB Fuels Inc.
5989 Highway 31 West
Portland, TN 37148
270-776-3446

Michael Cook
Cook Restaurants, LLC
888 County Road 526
Poplar Bluff, MO 63901
573-686-1420

Steve Clark
Plains Pizza Corp.
804 East 62nd Street
P.O. Box 89856
Sioux Falls, SD 57108
605-366-2772

Richard Mundil
Pine Street Pub, LLC
228 Center Street
P.O. Box 186
Howells, NE 68641
402-841-3211

EG America, LLC
165 Flanders Road
Westborough, MA 01581
864-525-2875 (Jeanette Davis)

Matthew Marcoccia
6716 Madison Avenue
Fair Oaks, CA 95628
916-752-6895

Peter Harding
Fall Foods, Inc.
1620 South 91st Avenue
Omaha, NE 68124
402-681-5741

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 12, 2020
Illinois	August 27, 2020
Indiana	October 18, 2020
Maryland	November 10, 2020
Michigan	August 28, 2020
Minnesota	September 25, 2020
New York	March 10, 2021
North Dakota	September 23, 2020
Rhode Island	August 19, 2020
South Dakota	September 8, 2020
Virginia	November 10, 2020
Washington	October 9, 2020
Wisconsin	July 30, 2021

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 30, 2021

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

I have received a disclosure document dated July 30, 2021 that included the following Exhibits:

Exhibit A.	State Agencies/Agents For Service Of Process
Exhibit B-1.	Franchise Agreement
Exhibit B-2.	Area Development Agreement
Exhibit C.	Financial Statements
Exhibit D.	Operations Manual Table Of Contents
Exhibit E-1.	Franchisees as of May 30, 2021
Exhibit E-2.	Stores Not Yet Open as of July 30, 2021
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.

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.

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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.