FRANCHISE DISCLOSURE DOCUMENT

Toppers Pizza LLC,
a Wisconsin limited liability company
333 West Center Street
Whitewater, WI 53190
(262) 473-6666
info@toppers.com
www.toppers.com
www.toppersfranchise.com

As a franchisee, you will operate a Toppers Pizza restaurant that offers on-premises, carry-out and delivery of pizza, breadsticks, and other related premium food and beverage products. We also offer area development opportunities in select markets.

The total investment necessary to develop and begin operations of a new Toppers Pizza franchised restaurant is $510,000 to $690,285. This includes $32,500 to $45,000 that must be paid to the franchisor. The total investment necessary to purchase an existing Toppers Pizza restaurant from the franchisor's affiliate ranges from $124,100 to $2,188,000. This includes $100,000 to $2,000,000 that must be paid to the franchisor or its affiliates.

The total investment necessary under the Area Development Agreement typically ranges from $40,000 (for 2 restaurants) to $70,000 (for 5 restaurants) all of which must be paid to the franchisor or its affiliates. If we grant you the right to develop more than 5 restaurants, your initial investment under the Area Development Agreement will increase by $7,500 for each additional restaurant you agree to develop. This entire amount must be paid to franchisor or its affiliates.

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, us or our 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 Director of Franchise Development at 333 West Center Street, Whitewater, Wisconsin 53190, (262) 473-6666, info@toppers.com.

The terms of your Franchise Agreement will govern your franchise relationship with us. Don't rely on this disclosure document alone to understand your Franchise Agreement. Read all of your Franchise Agreement carefully. Show your Franchise Agreement 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 ("FTC"). 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: April 3, 2025

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 B and C.
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 E 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 Toppers 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 Toppers Pizza franchisee?	Item 20 or Exhibits B and C lists current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

What You Need To Know About Franchising *Generally*

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

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

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

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

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

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

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

Some States Require Registration

Your state may have a franchise law, or other law, that requires franchisors to register before offering or selling franchises in the state. Registration does not mean that the state recommends the franchise or has verified the information in this document. To find out if your state has a registration requirement, or to contact your state, use the agency information in Exhibit 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 area development agreement and franchise agreement require you to resolve disputes with us by arbitration or litigation only in Wisconsin. Out-of-state arbitration or litigation may force you to accept a less favorable settlement for disputes. It may also cost you more to arbitrate or litigate with us in Wisconsin than in your home state.

2. **Spousal Liability.** Your spouse must sign a document that makes your spouse liable for all financial obligations under the franchise agreement even though your spouse has no ownership interest in the franchise. This guarantee will place both your and your spouse's marital and personal assets, perhaps, including your house, at risk if your franchise fails.

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.

FOR TRANSACTIONS REGULATED BY THE MICHIGAN FRANCHISE INVESTMENT LAW ONLY

The state of Michigan prohibits certain unfair provisions that are sometimes in franchise documents. If any of the following provisions are in these franchise documents, the provisions are void and cannot be enforced against you.

Each of the following provisions is void and unenforceable if contained in any documents relating to a franchise:

(a) A prohibition on the right of a franchisee to join an association of franchisees.

(b) A requirement that a franchisee assent to a release, assignment, novation, waiver, or estoppel which deprives a franchisee of rights and protections provided in this Act. This shall not preclude a franchisee, after entering into a franchise agreement, from settling any and all claims.

(c) A provision that permits a franchisor to terminate a franchise prior to the expiration of its term except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful provision of the franchise agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure such failure.

(d) A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchisee's inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applies only if: (i) the term of the franchise is less than 5 years and (ii) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising, or other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least 6 months advance notice of franchisor's intent not to renew the franchise.

(e) A provision that permits the franchisor to refuse to renew a franchise on terms generally available to other franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.

(f) A provision requiring that arbitration or litigation be conducted outside this state. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.

(g) A provision which permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent a franchisor from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:

(i) The failure of the proposed transferee to meet the franchisor's then-current reasonable qualifications or standards.

(ii) The fact that the proposed transferee is a competitor of the franchisor or sub-franchisor.

(iii) The unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations.

(iv) The failure of the franchisee or proposed transferee to pay any sums owing to the franchisor or to cure any default in the franchise agreement existing at the time of the proposed transfer.

(h) A provision that requires the franchisee to resell to the franchisor items that are not uniquely identified with the franchisor. This subdivision does not prohibit a provision that grants to a franchisor a right of first refusal to purchase the assets of a franchise on the same terms and conditions as a bona fide third party willing and able to purchase those assets, nor does this subdivision prohibit a provision that grants the franchisor the right to acquire the assets of a franchise for the market or appraised value of such assets if the franchisee has breached the lawful provisions of the franchise agreement and has failed to cure the breach in the manner provided in subdivision (c).

(i) A provision which permits the franchisor to directly or indirectly convey, assign, or otherwise transfer its obligations to fulfill contractual obligations to the franchisee unless provision has been made for providing the required contractual services.

If the franchisor's most recent financial statements are unaudited and show a net worth of less than $100,000, the franchisor shall, at the request of a franchisee, arrange for the escrow of initial investment and other funds paid by the franchisee until the obligations to provide real estate, improvements, equipment, inventory, training, or other items included in the franchise offering are fulfilled. At the option of the franchisor, a surety bond may be provided in place of escrow.

The fact that there is a notice of this offering on file with the attorney general does not constitute approval, recommendation, or endorsement by the attorney general.

Any questions regarding this notice should be directed to:

State of Michigan
Consumer Protection Division
Attn: Franchise
670 G. Mennen Williams Building
525 West Ottawa
Lansing, Michigan 48933
Telephone Number: (517) 373-7117

Note: Despite paragraph (f) above, we intend to fully enforce the arbitration provisions of our Franchise Agreement, Area Development Agreement, Asset Purchase Agreement, and Project Management Agreement. We believe that paragraph (f) is preempted by federal law and cannot preclude us from enforcing these arbitration provisions.

TABLE OF CONTENTS

Exhibits

Item 1

THE FRANCHISOR AND ANY PARENTS, PREDECESSORS AND AFFILIATES

"We," "You" and Guaranty. To simplify the language in this disclosure document, "we," "our" or "us" means Toppers Pizza LLC, the franchisor. "You" or "your" means the person or entity that buys a Toppers Pizza franchise. If you are a corporation, partnership, limited liability company or other business entity, your owners must sign our "Guaranty" which means that all of the Franchise Agreement's provisions will also apply to your owners.

Franchisor. We were incorporated in 1992 as an Illinois corporation. In March 2021, we converted to a Wisconsin corporation, and in October 2021, we converted from a Wisconsin corporation to a Wisconsin limited liability company. We do business under our corporate name and under the name "Toppers Pizza." We do not do business under any other name. Our principal business address is 333 West Center Street, Whitewater, Wisconsin 53190. Our agents for service of process are disclosed in Exhibit A. We have offered franchises for Toppers Pizza restaurants since 2000. We have not conducted, nor offered franchises in, any other line of business. We do not operate the type of business that a franchisee will operate; however, we may do so in the future.

Our Predecessors, Parents, and Affiliates. We have no predecessors. We are a wholly owned subsidiary of Toppers Pizza Holdings LLC ("Holdings"), a Wisconsin limited liability company. Holdings owns the Marks (defined below), and Holdings has licensed to us the right to use and sublicense the Marks to Toppers Pizza franchisees. Holdings is a subsidiary of GITCO HOLDINGS Inc., a Wisconsin corporation ("GITCO"). The principal business address for Holdings and GITCO is the same as ours. Neither Holdings nor GITCO offer franchises in any line of business and do not otherwise conduct businesses of the type offered to you in this disclosure document.

Our affiliate, Pizza People LLC ("Pizza People"), is a Wisconsin limited liability company sharing our principal business address. As of December 29, 2024, Pizza People owned and operated 16 Toppers Pizza restaurants (the "Company Restaurants"). Pizza People may sell Restaurant Assets (defined below) of a Company Restaurant to franchisees. Pizza People has not offered franchises in any line of business.

We do not have any affiliates that offer franchises in any line of business or provide products or services to franchisees.

Our Business Activities. We franchise the right to offer delivery, dine-in and carryout service of distinctive handmade pizza, pizza related products, and such other food items we designate under the trademarks and service marks we license periodically, including the trademark "Toppers Pizza" (the "Marks"). Franchisees utilize our exclusive system for the establishment, development, management and operation of pizza restaurants operating under our Marks. The Toppers Pizza system emphasizes convenience for on-premises consumption, carryout, curbside pickup, and delivery of pizza, breadsticks, other food items we designate, and other pizza-related products and services we approve, all prepared in accordance with our specified recipes and procedures, proprietary products, trade secrets, and/or special packaging and marketing techniques. Toppers Pizza restaurants feature distinctive accessories and color schemes, special

recipes and menu items (including proprietary products and ingredients), uniform systems, procedures, methods, standards, specifications, inventory lists, marketing and advertising programs, operating methods, technology packages, financial control concepts, training methods and teaching techniques.

Currently, we grant franchises to either (i) purchase substantially all of the assets of an existing Company Restaurant from our affiliate, Pizza People, or (ii) develop and open a new Toppers Pizza restaurant. If we sell you an existing Company Restaurant, in addition to signing a Franchise Agreement, you must sign a purchase agreement with Pizza People (a "Purchase Agreement") to purchase the furniture, fixtures, equipment, inventory, supplies and other assets used in the operation of that Company Restaurant (together, the "Restaurant Assets"). Our current form of Purchase Agreement is attached to this Disclosure Document as Exhibit K.

If you are opening your first Toppers Pizza restaurant and such restaurant is not a Company Restaurant, we require you to enter into a Project Management Agreement attached as Exhibit I at the same time you sign the Franchise Agreement. Under the Project Management Agreement, we will provide you with project management assistance related to the evaluation of a proposed location you have identified for a Toppers Pizza restaurant, the preparation of a site evaluation report, and the construction of the restaurant at that site (the "Project Management Assistance").

Before you commence operating your restaurant, you must license proprietary point-of-sale ("POS") software (known as "PiZMET") directly from us or an affiliate, which you will do by signing the Toppers Subscription Agreement (Point of Sale Services) (the "POS Subscription Agreement") attached to this disclosure document as Exhibit J.

We also grant qualified franchisees area development rights (the "Area Development Program"). If you qualify, and participate in the Area Development Program, you must sign an Area Development Agreement attached as Exhibit G and agree to develop, open and operate multiple Toppers Pizza restaurants according to a pre-determined development schedule (the "Development Schedule"). We will identify the number of Toppers Pizza restaurants you must develop, open and operate in an exhibit to the Area Development Agreement before you sign it. Your obligation to develop, open and operate Toppers Pizza restaurants may be satisfied by you or an approved affiliate. Each Toppers Pizza restaurant that you or an approved affiliate develops, opens and operates under the Area Development Agreement must be governed by a Franchise Agreement signed by you or the approved affiliate. The Franchise Agreement you or an approved affiliate signs will be our then-current form of Franchise Agreement, which may include materially different terms than in the form of Franchise Agreement attached as Exhibit F.

Except as described above, we do not conduct any other business activities.

The Toppers Pizza Franchise.

The franchised system (the "System") will include: (a) the TOPPERS PIZZA service marks, trademarks and logos we designate, (b) advertising and other marketing programs, (c) training and consulting programs, (d) site acceptance, (e) operations manuals and certain other

written standards for restaurant services and operations, design, furniture, fixtures and equipment, facilities and the like, and (f) quality assurance and inspection programs.

We offer our sponsorship program to qualified candidates who are general managers of affiliate-owned or franchised Toppers Pizza restaurants (the "Sponsorship Program"). If you qualify, and we approve you, to participate in the Sponsorship Program, we may finance your initial franchise fee and a portion of your initial investment up to $100,000 for your first Franchise Agreement. If we agree to provide you with financing under the Sponsorship Program, you will sign our form of Sponsorship Program Secured Promissory Note ("Sponsorship Note") and Security Agreement attached as Exhibit O to the Disclosure Document. If you are a general manager of a franchised Toppers Pizza restaurant, to qualify for participation in the Sponsorship Program, the franchisee of the Toppers Pizza restaurant for which you serve as general manager must sponsor your participation in the Sponsorship Program, as described in Item 10.

The market for the food products and services Toppers Pizza stores offer is highly competitive and well developed. Toppers Pizza stores compete with locally owned businesses, as well with national and regional chains that offer pizza carryout and delivery services and related products. Pizza restaurants compete based on many factors such as price, service, store location, product quality and store promotions and marketing programs. These businesses are often affected by other factors as well, such as changes in consumer taste, economic conditions, and seasonal population fluctuation.

Restaurants are subject to significant federal, state and local laws and regulations applicable to businesses generally and, more specifically, to the food service industry, including regulations regarding zoning and building, occupational health and safety, labor, licensing and bonding, insurance, advertising, sales, income and other taxes, and the Americans with Disabilities Act. The U.S. Food and Drug Administration, the U.S. Department of Agriculture, and various state and local departments of health and other agencies have laws and regulations concerning the preparation of food, display of nutrition facts and calorie counts, and sanitary conditions of restaurant facilities. You must comply with all applicable laws and regulations.

Item 2

BUSINESS EXPERIENCE

Chief Executive Officer: Adam Oldenburg

Mr. Oldenburg has served as our Chief Executive Officer, and as Chief Executive Officer of Holdings, Pizza People LLC, and JT23 Pizza, LLC since May 2023. Mr. Oldenburg previously served as Vice President for Pizza People LLC from April 2019 to May 2023. From September 2017 to April 2019, Mr. Oldenburg served as our Vice President of Operations. From April 2013 to September 2017, he served as our Corporate Operations Director. From December 2010 to April 2013, he was our Corporate Area Supervisor.

Chief Financial Officer: Kendall Richmond

Since August 2012, Mr. Richmond has served as Chief Financial Officer for us and for Pizza People LLC, each in Whitewater, Wisconsin.

Vice President of Information Technology: Anthony Ellis

Mr. Ellis has served as our Vice President of Information Technology since May 2016.

Vice President of Marketing & Development: Mac Malchow

Mr. Malchow has been our Vice President of Marketing & Development since January 2025. He has previously held the following positions with us: Vice President of Development from July 2023 to January 2025; Director of National Marketing from August 2017 to July 2023; Director of Field Marketing from May 2015 to August 2017; Field Marketing Manager from August 2013 to May 2015; and Field Marketing Coordinator from July 2011 to August 2013. Mr. Malchow has served in each of these positions from our headquarters in Whitewater, Wisconsin.

Director of Franchise Development: Beth Larson

Ms. Larson has served as our Director of Franchise Development since September 2022. Ms. Larson has previously held several different positions with us, including Director of Store Development (October 2020 to September 2022), Director of Legal (April 2019 to October 2020), Director of Real Estate & Legal (April 2017 to April 2019), Director of Franchise Legal & Administration (December 2014 to April 2017), and Franchise Services Manager (December 2008 to December 2014). Ms. Larson has served in each of these positions from our headquarters in Whitewater, Wisconsin.

Vice President of Operations: Matt Martin

Mr. Martin has served as our Vice President of Operations since March 2023. Before that, Mr. Martin served in several different positions for us, each in Whitewater, Wisconsin, including: Franchise Operations Director (November 2018 to March 2023); Director of Systems & Training (August 2017 to November 2018); Director of Training (October 2013 to August 2017); Franchise Training Leader (November 2011 to October 2013); and Corporate Training Manager (June 2010 to November 2011). From October 2004 to June 2010, Mr. Martin was a General Manager for T.P. of Champaign, Inc. (now Pizza People LLC), in Whitewater, Wisconsin.

Manager: M. Scott Gittrich

Mr. Gittrich has served as our Manager since March 2021. From our formation in 1992 until May 2023, Mr. Gittrich served as our President, Secretary, and Treasurer; he also served as our Director from our formation in 1992 until March 2021. From March 2021 to May 2023, Mr. Gittrich served as our Chief Executive Officer. Mr. Gittrich has also served as President, Secretary, Treasurer, and Director for Pizza People LLC (formerly known as T.P. of Champaign, Inc.), since its formation in 1993 and Holdings, since its formation in January 2016, and has served as President, Secretary, Treasurer and Director for GITCO, since its incorporation in October 2021, each in Whitewater, Wisconsin.

Item 3

LITIGATION

No litigation is required to be disclosed in this Item.

Item 4

BANKRUPTCY

No bankruptcy information is required to be disclosed in this Item.

Item 5

INITIAL FEES

Initial Franchise Fee.

The initial franchise fee for any Toppers Pizza restaurant you agree to open under a Franchise Agreement entered into other than pursuant to an Area Development Agreement or a Purchase Agreement is $30,000. The initial franchise fee for a Franchise Agreement executed pursuant to a Purchase Agreement is waived.

The initial franchise fee is due in a lump sum and fully earned by us when you sign your Franchise Agreement, and is non-refundable.

If you are eligible and opt to participate in the Sponsorship Program (defined in Item 1), you will pay a reduced initial franchise fee of $15,000 for your first Franchise Agreement, which amount will be payable under the Sponsorship Note, which will have a ten-year term.

Purchase Price for Restaurant Assets

If you are purchasing an existing Company Restaurant, you must pay Pizza People the purchase price specified in your Purchase Agreement for the Restaurant Assets (the "Purchase Price") as follows: (i) an earnest money deposit equaling the greater of $10,000 or 5% of the Purchase Price at the time you sign your Purchase Agreement (the "Earnest Money Deposit"), and (ii) the remaining balance of the Purchase Price on or before the Transition Date (as defined in Item 11). The Purchase Price will typically range from $100,000 to $2,000,000. The Purchase Price will vary widely based on the sales volume, demographics, and location of the Company Restaurant you purchase, the quality and amount of the Restaurant Assets, and other factors Pizza People may consider. The Earnest Money Deposit is only refundable if the Purchase Agreement is terminated by you because Pizza People fails to meet its closing conditions, and all of the following additional conditions are met: (i) you are in full compliance with all terms of your Purchase Agreement, Franchise Agreement and all other agreements with us and our affiliates, (ii) you have met all of your obligations and conditions to closing under the Purchase Agreement and are prepared and ready to close, and (iii) you sign a general release of claims against us and our affiliates. In all other respects, the Purchase Price is not refundable in whole or in part under any circumstances.

Project Management Fee

If you are opening your first Toppers Pizza restaurant, we require you to enter into the Project Management Agreement attached as Exhibit I at the same time you sign the Franchise Agreement. Under the Project Management Agreement, we will provide you with Project Management Assistance (defined in Item 1). The fee for Project Management Assistance is $7,500, payable to us in 3 equal installments upon completion of certain milestones. The first installment is due upon the later of the date you sign the Project Management Agreement or the date we approve your proposed location. The second installment is due upon completion of the rough-in inspection. The third installment is due upon completion of the project closeout (punch list) inspection. Each installment is fully earned by us upon completion of the relevant milestone and is non-refundable.

Opening Extension Fee

Under the Franchise Agreement, you must acquire possession of a location for your restaurant within 180 days after signing the Franchise Agreement and have your restaurant open and operating within 180 days after signing the lease or acquiring the location. If you fail to meet the deadline to open your restaurant and you wish to extend the deadline, we may grant you a one-time, six-month extension to have your restaurant open and operating. In exchange for us granting you this opening extension, you agree to pay us a nonrefundable extension fee of $5,000.

Software License for Point-of-Sale System

Before you open your restaurant, you must license proprietary POS software directly from us or our affiliate (known as "PiZMET") which you will do by signing the POS Subscription Agreement attached to this disclosure document as Exhibit J. The current cost for the PiZMET software site license is $2,500 per restaurant, which is fully earned by us upon payment and is non-refundable. If you are purchasing an existing restaurant, you instead will pay us a fee of $1,250 to transfer the existing PiZMET software license for the restaurant, which is fully earned by us upon payment and is non-refundable.

Area Development Fee for Restaurants to Be Developed Under Area Development Agreement

If you sign an Area Development Agreement, you will be required to pay an Area Development Fee. The Area Development Fee equals (1) 100% of the initial franchise fee due under the first Franchise Agreement you are required to sign plus (2) 50% of the initial franchise fees we currently charge for the remaining Toppers Pizza restaurants to be developed. The initial franchise fee for any Toppers Pizza Restaurant you agree to open under a Franchise Agreement signed pursuant to an Area Development Agreement is as follows:

# of Franchise Agreement signed pursuant to Area Development Agreement	**Initial Franchise Fee**
First Franchise Agreement	$30,000
Second - Fifth Franchise Agreement	$20,000
Sixth or Subsequent Franchise Agreement	$15,000

Typically, an area developer is expected to develop 2 to 5 restaurants and the range of the Area Development Fee is $40,000 to $70,000. However, it may be higher depending on the number of restaurants to be developed.

We will apply the Area Development Fee as a credit against the initial franchise fees due under each Franchise Agreement which you must sign under the Area Development Agreement. For the first Franchise Agreement, (which you must sign at the same time you sign the Area Development Agreement), the credit will be equal to the entire initial franchise fee due under that first Franchise Agreement. For the second and subsequent Franchise Agreements, the credit will be 50% of the initial franchise fee due under that Franchise Agreement. The maximum credit for all Franchise Agreements, in the aggregate, will be equal to the total Area Development Fee.

The Area Development Fee is due when you sign your Area Development Agreement. The Area Development Fee is fully earned by us upon your execution of the Area Development Agreement and is non-refundable.

Reduction of Initial Franchise Fee for Veterans of the U.S. Armed Forces.

We are a member of the International Franchise Association ("IFA") and participate in the IFA's VetFran Program. If you are a veteran of the U.S. Armed Forces qualified under the VetFran Program, we will reduce the initial franchise fee for your first Toppers Pizza restaurant by $10,000.

Referral Fee

If an existing franchisee or one of our employees refers a prospective franchisee to us who ultimately purchases a franchise for a new Toppers Pizza restaurant, we currently pay the referring franchisee or employee $5,000. The referral fee will be paid in two installments, $2,500 upon the execution of the franchise agreement and payment of initial fees, and $2,500 upon the opening of the restaurant. We may discontinue this referral program or change the amount of the referral fee at any time.

Item 6

OTHER FEES

Type of Fee[1]	Amount	Due Date	Remarks
Continuing Royalty	5.5% of Gross Sales	Every Friday, for Gross Sales from the previous week (defined as Monday through Sunday).	(Note 2)

Type of Fee[1]	Amount	Due Date	Remarks
Brand Development Fund Fee	3.0% of Gross Sales	Every Friday, for Gross Sales from the previous week (defined as Monday through Sunday).	We have the right to increase the Brand Development Fund Fee, but in no event will the total (i) Brand Development Fund Fees you must contribute to the Brand Development Fund, (ii) the local advertising expenditures you must make, and (iii) fees you must contribute to a cooperative exceed 6.5% of Gross Sales (the "Advertising Cap") unless agreed to by a supermajority (80%) of all active franchisees in the Toppers franchise system. If you fail to meet your minimum local advertising expenditure requirement during a quarterly or annual period, we may require you to pay the difference between the amount you were required to spend and your actual local advertising expenditures to the Brand Development Fund, within three months of the end of the relevant quarterly period.
Additional Investor-Owner Training	$300 to $500 per day for each trainee, plus travel and living expenses	Before investor-owner training begins	If a new direct or indirect owner obtains an interest in you, we may require the new owner to attend investor-owner training, and you must pay our then-current fee for investor-owner training. You will pay all travel and living expenses during additional investor-owner training.
Additional Initial Training	$300 to $500 per day for each trainee, plus travel and living expenses	Before additional initial training begins	If you send more than 2 people to initial training, or if you or any of your trainees fail to successfully complete our initial training program, you will pay us $300 to $500 per day for each additional trainee. You will pay all travel and living expenses during additional initial training.

Type of Fee[1]	Amount	Due Date	Remarks
Initial On-Site Training and Opening Support	Actual travel and living expenses for our training personnel sent to your restaurant.	Upon our issuance of an invoice after completion of on-site training	Depending upon your experience, we will provide 7 to 28 days of additional on-site training and opening support for your first restaurant (7 to 14 days if you or an affiliate already operate a restaurant) immediately before, at the time of, and just after the opening of the restaurant. This training will be at no extra charge; however, you must pay the travel and living expenses of each trainer we send. We typically pay our training team's travel and meal expenses and invoice you for reimbursement of these expenses after completion of on-site training. We have no obligation to provide opening support if you or an affiliate already operates a Toppers Pizza restaurant.
Additional On-Site Training	$300 to $500 per day per trainer, plus actual travel and living expenses incurred by the trainers we send.	Upon completion of additional on-site training	You may request or we may require additional on-site training. We are not obligated to provide this additional on-site training, but if we do, we will impose a daily fee of $300 to $500 per trainer for each additional day of training you request or we require, plus actual travel and living expenses incurred by the trainers we send.
Optional Supplementary Training	Training fee to be established (anticipated to be $300 to $750 per day for each trainee), and all travel and living expenses.	At time of training	We may provide optional supplementary training, which you may elect to attend, for which we may establish a training fee to be paid by you. You will also pay all travel and living expenses for your trainees.
Relocation Review Fee	$1,500	Upon our request	To offset our costs in evaluating your planned relocation.

Type of Fee[1]	Amount	Due Date	Remarks
Transfer Fee – Franchise Agreement	$10,000 if the proposed transfer is to a new franchisee who is not currently operating a Toppers Pizza restaurant; otherwise $5,000 if the proposed transfer is to a franchisee who is currently operating a Toppers Pizza restaurant.	Before transfer	We will charge no transfer fee if the transfer is to an existing owner of you (if you are a business entity) or to your (or your owner's) spouse, children and/or parents, but we may require you to reimburse us for any direct costs we incur in documenting and processing the transfer, including our reasonable legal fees. If you are a multi-unit owner and transfer multiple restaurants to a new franchisee in the same transaction, then the transfer fee will be $10,000 each for the first two restaurants and $5,000 for each additional restaurant.
Transfer Fee – Area Development Agreement	$10,000	Before transfer	We will charge no transfer fee if the transfer is to an existing owner of you (if you are a business entity) or to your (or your owner's) spouse, children and/or parents, but we may require you to reimburse us for any direct costs we incur in documenting and processing the transfer, including our reasonable legal fees.
Interest	18% per year or the highest commercial lending rate that the law allows on amounts owed to us or to our affiliates that are considered delinquent.	Upon our request	(Note 3)
Audit Costs and Interest	Cost of audit plus a percentage of interest on underpayments	Upon determination of the amount due	Payable if an audit reveals an understatement exceeding 0.5% of the Gross Sales reported for any period. (Note 4)
Testing and Evaluation Fee	Our then-current fee. (Currently, the fee will not exceed the actual cost of the test)	Upon your request that we review alternate products or supplies	This fee is subject to change. (Note 7)

Type of Fee[1]	Amount	Due Date	Remarks
Contributions to a Cooperative	Not currently charged.	Every Friday, for Gross Sales from the previous week (defined as Monday through Sunday).	(Note 5)
Technology Fee	2% of your Online Gross Sales	Every Friday, for Gross Sales from the previous week (defined as Monday through Sunday).	We may increase the Technology Fee to a maximum of 2.5% of your Online Gross Sales. This fee is used in our discretion toward maintaining and enhancing technology services and may be used to pay for costs and expenses such as, but not limited to, an "Online Ordering System," hosting fees, third-party professional services, software fees, software maintenance fees, support services, and security. "Online Gross Sales" means Gross Sales derived from orders placed through the Online Ordering System.
POS System Fees	$208.33 per month	Monthly	If we require you to sign the POS Subscription Agreement, you will pay us for PiZMET site maintenance at an annual cost of $1,900 (payable in equal monthly installments of $158.33). In addition, we require you to have access to our required enterprise reporting software, which costs $50 per month and is payable to us. (Note 7)
Inspection	The greater of $500 or the actual cost of re-inspection if you fail an inspection	As incurred	If you fail an inspection, a re-inspection will be conducted, and we may withdraw by ACH the greater of $500 or the cost of the re-inspection (or any subsequent re-inspection).
Quality and Service Training	$300 to $500 per person, plus travel and living expenses.	As incurred	If you fail to maintain the standards of quality or service established by us, we have the right to assign to your restaurant individuals we deem necessary for the training of your employees to insure that standards of quality and service are maintained. (Note 7)

Type of Fee[1]	Amount	Due Date	Remarks
Additional Printed Materials	Cost of any printed materials ordered on your behalf plus delivery fees. The materials ordered on your behalf will typically cost between $100 and $200 (excluding delivery fees).	As incurred	We reserve the right to order and have shipped to your restaurant, menus, menu boards, food preparation posters, sales material, systems advertising material, and other marketing material on your behalf and invoice you (or debit your account by ACH) for such items and their delivery.
Costs and Attorneys' Fees	Will vary under circumstances	As incurred	Due prevailing party in any legal proceeding or arbitration.
Indemnification	Will vary under circumstances	As incurred	You must reimburse us and our affiliates if any of us are held liable for claims related to the development or operation of your restaurant, your breach of the Franchise Agreement, your employment practices, or that are brought by your employees.
Insurance Premiums / Rent	Will vary under circumstances	As incurred	If you do not pay your insurance premiums or rent, we or our affiliates can pay them for you and you must reimburse the payor. Rent includes any payments required under your lease.
Damages	Will vary under circumstances	As incurred	(Note 6)
Interim Operations	Our direct out-of-pocket costs and expenses plus 10% of Gross Sales if we assume interim operations due to your failure to comply with the Franchise Agreement	As incurred	We may assume interim operations of your restaurant, if: (1) you abandon or fail to actively operate your restaurant; or (2) you fail to comply with the Franchise Agreement and do not cure the failure within the specified time period.
Our Cure of Your Default	Will vary under circumstances	As incurred	If you default in the performance of any of your obligations or breach any term or condition of the Franchise Agreement or any related agreement, we may cure the default or breach on your behalf. We will collect the amount we expend in curing the default from you.

Type of Fee[1]	Amount	Due Date	Remarks
Non-Compliance Fee	$100 per day of non-compliance	Upon demand	If we deliver you a notice of default under the Franchise Agreement, you may be assessed a non-compliance fee until such default has been remediated or cured.

Notes:

(1) Except as otherwise noted, fees are collected by and payable to us or our designated affiliates. No fees are refundable. Fees may not be uniformly imposed. When you sign your Franchise Agreement, you will also sign an electronic funds transfer form with a pre-signed withdrawal authorization that will allow us or our designated representative to directly withdraw from your account(s) all amounts you owe us under the Franchise Agreement. However, you must pay all amounts due by means other than automatic debit whenever we deem appropriate.

The amounts due under the Franchise Agreement are expressed as the net amounts we must actually receive. If the applicable tax law of the state where the restaurant is located requires us to pay any income or other taxes in respect of payments you make to us, you must gross up the amount due to ensure that the amount we actually receive is the same amount we would have received had we not been required to make such tax payments.

(2) "Gross Sales" means all sums or value received or receivable by you, directly or indirectly, in cash, exchange or barter, from or in connection with the operation of your restaurant and all other business operations originating at or from the premises of your Restaurant, excluding monies collected for taxes chargeable to customers by law. Gross Sales include revenues generated from the sale of food, beverages, and other goods and products (including vending machines, games, slot machines, automated teller machines, amusement rides, and telephones, which shall in any event be subject to our prior written approval), and from the rendering of services of any kind or nature, at or from the premises of your Restaurant, or under, or in any way connected with the use of, the Marks, whether for cash, credit, or barter (the Gross Sales amount from any barter shall equal the fair market value of that barter). We include gift certificate, gift card or similar program payments in Gross Sales when the gift certificate, gift card, other instrument or applicable credit is redeemed. Gross Sales also include all insurance proceeds you receive for loss of business due to a casualty to or similar event at your restaurant. There shall be deducted from Gross Sales for purposes of said computation (but only to the extent that they have been included) the amount of all sales tax receipts or similar tax receipts which, by law, are chargeable to customers, if such taxes are separately stated when the customer is charged, and the amount of any reasonable, actual and verifiable refunds, rebates, over-rings, and allowances given to customers in good faith.

(3) Amounts not paid when due are subject to finance charges of 18% per year, or the highest rate permitted by law, whichever is less, compounded daily from the due date until paid. Payment of finance charges and late fees does not excuse or cure late payment. Payments received are first applied to finance charges and late fees.

(4) If you understate Gross Sales for any 4-week period by less than ½%, then you will owe us the amount of the understatement. If you understate Gross Sales for any 4-week period by more than ½%, but less than 5%, then you will owe us the cost of the audit, the amount of the understatement plus a penalty equal to 5% of the understatement, plus interest. If you understate Gross Sales for any 4-week period by more than 5%, then you will owe us the cost of the audit, the amount of the understatement plus a penalty equal to 5% of the understatement, plus interest, and we will have the right to terminate your Franchise Agreement.

(5) Under the Franchise Agreement, we may create a cooperative advertising program among Toppers Pizza restaurants (both franchised and company-owned) located in marketing areas we determine. If we require you to participate in a cooperative advertising program, we may require each member of the cooperative to contribute a minimum percentage of its Gross Sales to fund the cooperative's advertising programs and activities. Your contributions would be credited against your local advertising requirement. Members of any cooperative may elect to collect an additional advertising contribution in excess of that required by us, even if that amounts exceeds the Advertising Cap. Otherwise, voting power on any fees imposed by a cooperative would be determined by the organizational documents we prepare for the cooperative.

(6) If the Franchise Agreement is terminated because of your default or if you terminated it without cause, you will pay us liquidated damages equal to the net present value of the continuing royalty fees, technology fees, brand development fund fees, and cooperative advertising fees that would have become due had the Franchise Agreement not been terminated, from the date of termination to the earlier of (a) five years following termination, or (b) the scheduled expiration date of the Franchise Agreement (the "Measurement Period"). These amounts will be calculated by multiplying (1) the number of calendar months in the Measurement Period by (2) the aggregate percentages of the continuing royalty fees, technology fees, brand development fund fees, and cooperative advertising fees, by (3) the average monthly Gross Sales of your restaurant during the 12 full calendar months immediately preceding the last date of regular operations of your Restaurant in accordance with the Franchise Agreement. However, if as of such date, your restaurant has not been operating for at least 12 months, liquidated damages will be calculated based on the average monthly Gross Sales during our previous fiscal year immediately preceding the termination date of all Toppers Pizza restaurants during the entirety of that fiscal year.

(7) These fees are subject to increase (each, a "Fee Adjustment"), not more than once per year, up to the difference, expressed as a percentage, in CPI as determined by comparing the CPI in effect as of the later of (i) the date you sign the Franchise Agreement or (ii) the date we begin imposing the fee, to the CPI in effect as of the date we increase the fee. "CPI" means the National Consumer Price Index-All Urban Consumers-All Items (1982-1984 = 100) published by the U.S. Department of Labor (or if the CPI is no longer published, another substitute reference reasonably designated by us).

Item 7

ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT (AREA DEVELOPMENT AGREEMENT)

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is to Be Made
Area Development Fee[1]	$40,000 to $70,000	Lump Sum	At signing of Area Development Agreement	Us
Additional Funds (3 months)[2]	$0	Not applicable	Not applicable	Not applicable
TOTAL	**$40,000 to $70,000**			

Notes:

(1) The Area Development Fee is calculated based on the number of restaurants you will develop. This estimate assumes you are developing 2 to 5 restaurants. The Area Development Fee is non-refundable. We do not offer direct or indirect financing for the Area Development Fee.

(2) Based on our and our affiliates' many years of business experience in selling and operating Toppers franchises, we estimate that you will not require any additional funds for the first three months of operating your development business. However, you will incur fees and expenses in opening each restaurant you commit to develop under the Area Development Agreement. Those additional funds are reflected in the table below reflecting the initial investment necessary to commence operation of a Toppers Pizza restaurant.

YOUR ESTIMATED INITIAL INVESTMENT (DEVELOPMENT OF NEW RESTAURANT)

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is to Be Made
Initial Franchise Fee (Note 1)	$30,000	Lump Sum	At Signing of Franchise Agreement	Us
Travel & Living Expenses for Your Initial Training (Note 2)	$3,000 - $17,000	As Incurred	During Training	Airlines, Hotels & Restaurants

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is to Be Made
Travel & Living Expenses for Our Training Team (Note 3)	$1,000 - $15,000	As Incurred	As Incurred	Airlines, Hotels & Restaurants
Equipment & Smallwares (Note 4)	$125,000 - $155,000	Lump Sum, Unless Financed with Supplier	Prior to Opening	Third-Party Suppliers
Construction & Leasehold Improvements (Note 5)	$266,400 - $296,785	As Incurred	Prior to Opening	Third-Party Suppliers
Indoor & Outdoor Signage (Note 6)	$7,500 - $11,000	Lump Sum	Prior to Opening	Third-Party Suppliers
Pre-opening Salaries & Payroll (Note 7)	$4,500 - $11,000	As Incurred	Prior to & During Opening	Employees
Pre-opening Rent (Note 8)	$0 - $12,000	As Incurred	As Incurred	Landlord
Utility & Insurance Deposits (Note 9)	$2,000 - $6,000	As Incurred	Prior to Opening	Utility Company & Insurance Agents
Initial Marketing Program (Note 10)	$4,000 - $13,000	As Incurred	Prior to Opening	Third-Party Suppliers
Opening Inventory (Note 11)	$6,000 - $11,000	As Incurred	Prior to Opening	Third-Party Suppliers
Architectural Fees (Note 12)	$13,000 - $20,000	As Incurred	Prior to Opening	Architect
Permits and Professional Fees (Note 13)	$2,100 - $4,500	As Incurred	Prior to Opening	Accountants, Lawyers, Financial Advisors
POS System Hardware (Note 14)	$16,000 - $18,000	Lump Sum	Prior to Opening	Third Party Suppliers
POS System Software Licenses (Note 15)	$2,500	Lump Sum	Prior to Opening	Us
POS System Installation	$2,000 - $5,000	Lump Sum	Prior to Opening	Third-Party Supplier
Project Management (Note 16)	$0 - $7,500	3 Installments	Prior to Opening	Us

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is to Be Made
Opening Extension Fee (Note 17)	$0 - $5,000	Lump Sum	Upon expiration of original opening deadline	Us
Additional Funds (3 months) (Note 18)	$25,000 - $50,000	As Incurred	As Incurred	Us or Third-Party Suppliers
TOTAL (Note 20)	**$510,000 - $690,285**			

YOUR ESTIMATED INITIAL INVESTMENT (PURCHASE AGREEMENT)

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is to Be Made
Purchase Price (Note 19)	$100,000 – $2,000,000	Lump Sum	At Closing	Our Affiliates
Travel & Living Expenses for Your Initial Training (Note 3)	$0 - $17,000	As Incurred	During Training	Airlines, Hotels & Restaurants
Travel & Living Expenses for Our Training Team (Note 4)	$0 - $15,000	As Incurred	As Incurred	Airlines, Hotels & Restaurants
Security Deposit (Note 8)	$0 – $7,500	As Incurred	As Incurred	Landlord
Utility & Insurance Deposits (Note 9)	$2,000 - $6,000	As Incurred	Prior to or at Closing	Utility Company & Insurance Agents
Transition Marketing Program (Note 10)	$0 - $13,000	As Incurred	As Incurred	Third-Party Suppliers
Inventory and Supplies: Three Months	$20,000 - $100,000	As Incurred	As Incurred	Third-Party Suppliers
Permits and Professional Fees (Note 13)	$2,100 - $4,500	As Incurred	Prior to Opening	Accountants, Lawyers, Financial Advisors
Additional Funds (3 Months) (Note 18)	$0 - $25,000	As Incurred	As Incurred	Us or Third-Party Suppliers

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is to Be Made
TOTAL (Note 20)	**$124,100 – $2,188,000**			

Notes:

(1) For Franchise Agreements signed pursuant to an Area Development Agreement, the initial franchise fee for the second through fifth Franchise Agreement (if applicable) signed thereunder will be $20,000, and the initial franchise fee for the sixth or subsequent Franchise Agreements signed thereunder will be $15,000. If you qualify for and participate in the Sponsorship Program, you will pay a reduced initial franchise fee of $15,000, which will be payable over the term of the Sponsorship Note. The initial franchise fee under Franchise Agreements signed pursuant to Purchase Agreements is waived. The initial franchise fee is not refundable.

(2) Up to 2 individuals may participate in our initial training program, including the Managing Partner (see Item 15) and a Restaurant Manager (if applicable; see Item 15). Initial training will take place virtually, at our designated training restaurant and headquarters in Whitewater, Wisconsin, and/or at another suitable location that we designate. Although we do not charge tuition for this training, you will be responsible for all costs associated for you and your staff to attend. Each franchisee's costs will depend on the number of people attending training, their point of origin, method of travel, class of accommodation, and living expenses (lodging, meals, transportation, etc.). The duration of the training program for the Managing Partner or Restaurant Manager, as applicable, is typically 8 weeks.

The low end of the estimated range is for expenses for one Managing Partner or Restaurant Manager to attend the initial training and assumes that no travel is required. The high end of the estimated range is for expenses for one Managing Partner and a Restaurant Manager to attend the initial training.

(3) The figures estimate the travel and living expenses for 1 to 5 members of our training team to participate in the setup and opening of your first restaurant. The low estimate assumes that no travel is required and is for the expenses incurred for a 7-day commitment while the high estimate is for 28 days. After consultation with you, we will determine the number of training days required at your restaurant. In most cases, you will arrange our training team's lodging expenses and directly pay the hotel or other lodging site. With respect to other expenses for our training team, such as travel and meals, as described in Item 6, we typically pay these expenses and invoice you for reimbursement after on-site training is complete and your restaurant is open for business.

(4) These figures represent the purchase of food service equipment, smallwares, millwork, the exhaust system and light packages for your restaurant, and all items necessary to transport and deliver menu items to customer such as hot bags, car top identification, and uniforms for delivery drivers. Your delivery employees, if any, will generally use their own personal

vehicles for transporting and delivering menu items, so these figures do not include any estimate for the purchase or lease of delivery vehicles.

(5) Estimated costs identified here are for tenant improvements of a typical property with 1,400 to 1,600 square feet of space, with a range of improvement cost of between $126.50 to $211.99 per square foot. (The low estimate of $126.50 per square foot contemplates a landlord contribution, or "tenant allowance," that serves to reduce the cost by approximately $40 per square foot.) Material, labor and code-related costs may be more or less depending on the location of your restaurant. The estimate applies to a site that has been obtained in the "white box" stage, which refers to the interior condition of either a new or existing building or suite in which the improvements generally consist of heating/cooling with delivery systems, lighting, electrical switches and outlets, lavatories, a finished ceiling, walls that are prepped for painting, and a concrete slab floor. These numbers are inclusive of fees by licensed professionals, (such as project managers, general contractors and licensed tradesmen), who are contracted to install electrical, plumbing, and HVAC (heating, ventilation, air conditioning), but do not include architect fees (which are described below in Note 12). Landlords often provide monetary allowances for materials or work, or rent credits during the time of construction.

(6) This is an estimate of the cost to obtain permits, fabricate, and install an approved Toppers Pizza "trade dress" package for a typical restaurant storefront. The "trade dress" package consists of three components: exterior storefront, interior storefront, and interior point-of-sale frames and graphic materials. This estimate assumes an in-line location. If you choose a property that is on an end cap or is a stand-alone building, you will need additional signage and will incur additional costs.

(7) The lower figure represented indicates that the franchisee will act as location manager and includes only the salary for 2 assistant managers over a period of 2 weeks, plus one week of staff training wages for 15 hourly employees, to include clean-up of the site and training sessions prior to the opening. The higher figure indicates training wages paid for a location manager and 2 assistants for 2 weeks, plus one week of wages for the training of 30 hourly employees.

(8) For newly developed Toppers Pizza restaurants, the low end of this estimate assumes free pre-opening rent has been negotiated as part of the lease. The high end of this estimate assumes a 1,600 square foot premises with 1 month's rent paid as security deposit, and the first 3 month's rent following the opening date of a newly developed Toppers Pizza restaurant or the closing date of a Purchase Agreement for a Company Restaurant. The high estimated lease rental amount per month is indicative of a 1,600 square foot facility in the Madison, Wisconsin area with a rent of $30 per square foot annually. Pre-paid rent is generally non-refundable, while security or other deposits may be refundable either in full, or in part, depending upon the terms of your lease.

(9) Utility deposits will vary due to the type of services required for the facility and the municipality from which it is being contracted. Typically, an insurance deposit of a ½-year premium will need to be made in order to obtain the minimum required insurance as listed in Item 8 of this disclosure document. The cost of coverage will vary based upon the

area in which your restaurant will be located, your experience with the insurance carrier, the loss experience of the carrier, and other factors beyond our control.

(10) The figures indicated include an estimate of the costs associated with the placement of recruitment advertisements and the execution of an initial marketing program. You will be expected to launch this 4 to 8 month initial marketing program to raise awareness of your location. This advertising and marketing campaign will begin one month before the scheduled opening and continue for 3 to 7 months after. This estimate also includes amounts we anticipate you will spend towards your first-year local advertising expenditure requirement during the one month prior to opening a newly developed Toppers Pizza restaurant or closing on the purchase of a Company Restaurant, and the first three months' thereafter.

(11) An opening inventory will include all food, cleaning products and packaging necessary for the opening of location. In most situations, this will be sufficient for a period of 7 days.

(12) You will be required to hire a designated architect to prepare architectural, engineering, and construction drawings and site plans. The architect will be required to provide a fully engineered set of contract documents (CDs) for our approval (and, typically, the approval of your landlord). The architect will be expected to provide services to obtain all city, county, and state building and health department permits required to construct the project.

(13) These fees are primarily for the services rendered by your attorney, accountant and other professional advisors. This amount includes the first three months' fees (currently, estimated to be $500 per month) you are required to pay to the third party we designate for accounting services during the first year you operate the Toppers Pizza restaurant. Additionally, you are responsible for obtaining and maintaining all required permits and licenses necessary to operate the Toppers Pizza restaurant.

(14) These fees are for the hardware required for the POS system we require you to use, including the PiZMET POS and related service agreement expenses, back-up internet and security device, and related hardware and software set forth in Item 11. The typical restaurant requires 5 to 7 stations unless you use our approved third-party call center provider, in which case, the typical restaurant requires three fewer stations. However, your actual cost may vary based on the number of stations required by your restaurant layout.

(15) Before you open your restaurant, you must license the proprietary PiZMET POS software directly from us which you will do by signing the POS Subscription Agreement. The current cost for the PiZMET software site license is $2,500 per restaurant.

(16) If you are opening your first Toppers Pizza restaurant, we require you to enter into a Project Management Agreement attached as Exhibit I. The fee for Project Management Assistance is $7,500, payable to us in 3 equal installments upon completion of certain milestones. If you are opening your second or subsequent Toppers Pizza restaurant, you will not be required to enter into a Project Management Agreement.

(17) Under the Franchise Agreement, you must acquire possession of a location for your restaurant within 180 days after signing the Franchise Agreement and have your restaurant open and operating within 180 days after signing the lease or acquiring the location. If you fail to meet the deadline to open your restaurant and you wish to extend the deadline, we may grant you a one-time, six-month extension to have your restaurant open and operating. In exchange for us granting you this opening extension, you agree to pay us a nonrefundable extension fee of $5,000.

(18) This is an estimate of the amount of additional operating capital you may need to operate your restaurant during the first 3 months after you open your business. The estimate here includes such items as initial payroll taxes, ongoing franchise fees, system brand fund contributions, professional and accounting fees, insurance, health insurance and workers' compensation, rent, repairs and maintenance, bank charges (including interest), miscellaneous supplies and equipment, initial staff recruiting expenses, POS system support and maintenance fees, state tax and license fees, depreciation/amortization, deposits and prepaid expenses (if applicable) and other miscellaneous items, but does not include any draw or salary for you. After opening, additional operating expenses will be incurred in connection with the ongoing operation of your business as some reinvestment will be necessary following the initial start-up phase for modifications, repair or replacement of leasehold improvements, equipment, fixtures, and other assets. For Company Restaurants acquired under a Purchase Agreement, the low end estimate assumes that additional funds may not be necessary for the operation of an ongoing business that has sufficient cash flow to meet operational needs. This amount is based upon the experience of our affiliates in opening and owning multiple Toppers Pizza restaurants since 1991.

(19) As described in Item 5, the Purchase Price will be paid as specified in your Purchase Agreement, which will include an Earnest Money Deposit equaling the greater of $10,000 or 5% of the Purchase Price payable upon signing your Purchase Agreement, with the remaining balance due on or prior to the closing date of the Purchase Agreement

(20) We strongly recommend that you use these categories and estimates as a guide to develop your own business plan and budget and investigate specific costs in your area. If you choose to own the building and/or the property upon which the chosen location is situated, you will need to factor those investment costs into this total as well. Except for the Sponsorship Program Financing described in Item 10, we do not offer direct or indirect financing to franchisees for any fees. Unless otherwise noted, fees are not refundable.

Item 8

RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Required Purchases.

Your supplies and equipment must meet the specifications described in our Operations Manual (see Item 11). These specifications also include standards for delivery, performance, design, and appearance. We reserve the right to set System standards for all products, programs

and equipment that will be used in your restaurant. You must comply with all such standards and specifications. We may revise these standards and specifications.

We may designate products as "Proprietary Products." Proprietary Products include toppings, cheeses, mixes, seasonings, flavorings and sauces. Proprietary Products are manufactured according to our recipes, specifications or formulas. You will be required to use our Proprietary Products and to purchase the Proprietary Products from us or our designated suppliers in accordance with the provisions in our Operations Manual.

We may also designate services, products or equipment as "Authorized Products and Services." Authorized Products and Services include accounting, architectural and design services, computer hardware, software or support services, credit-card processing services, call center services, food products, ingredients, condiments, beverages, fixtures, lighting, millwork, furnishings, equipment, uniforms, supplies, menus, packaging, and forms. You will be required to use these Authorized Products and Services in your restaurant, and to purchase them from us, from our designated suppliers, or from suppliers selected by you and approved by us in writing. Your equipment and supplies must meet our specifications. We require you to use an Online Ordering System that we designate. The Online Ordering System is described more fully in Item 11.

Insurance.

In addition to the purchases described above, you must also obtain and maintain, at your own expense and from carriers rated A- or better by A.M. Best Company, Inc., the minimum insurance coverage that we require, including: (i) comprehensive general liability insurance, providing product liability coverage, business interruption coverage, and personal injury coverage in the amount of $1,000,000 per occurrence for bodily and personal injury and death, and $250,000 per occurrence for property damage; (ii) workers' compensation and employer's liability insurance; (iii) fire, vandalism, and extended coverage insurance with primary and excess limits of not less than the full replacement value of the restaurant and its furniture, fixtures and equipment; (iv) employment practices liability insurance (EPLI) in the amount of $100,000 per occurrence; (v) if franchisee owns a vehicle, automobile liability insurance (including owned automobiles, titled or leased in your name and the name of your owners and used at any time, whether principally or occasionally in the business, hired and non-owned coverage) in the amount of $1,000,000 per occurrence for bodily and personal injury and death, and $250,000 per occurrence for property damage; and (vi) any other insurance required by law. We may periodically increase the amounts of coverage required under these insurance policies and/or require different or additional insurance coverages. Each insurance policy must name us and any affiliates and parent companies we designate as additional named insureds, using a form of endorsement that we have approved, and provide for 10 days' prior written notice to us before the cancellation or material change of the policy.

Required and Approved Suppliers.

We may approve a single distributor or other supplier for any Authorized Products and Services (which may be us or our affiliates), and we may approve a distributor or other supplier only as to certain Authorized Products and Services. We may concentrate purchases with one or more distributors or suppliers to obtain lower prices and/or the best advertising support and/or

services for any group of Toppers Pizza restaurants franchised or operated by us. Approval of a product or supplier may be conditioned on requirements relating to product quality, prices, consistency, reliability, financial capability, labor relations, customer relations, frequency of delivery, concentration of purchases, standards of service (including prompt attention to complaints), or other criteria. We will not issue to you or any of our approved suppliers (except as we deem necessary for purposes of production) the standards and specifications.

We have negotiated a purchase arrangement with a third-party distributor for all of your food ingredients and paper products. We require you to enter into a support agreement with a third-party service provider to assist you with operating methods and financial control concepts in your restaurant. If you have not selected a site that we have approved before signing the Franchise Agreement, you must use our designated real estate broker to help you locate a site for your Toppers Pizza restaurant, which will be subject to our approval. During the first year you operate your Toppers Pizza restaurant, you will engage a designated third party for accounting services. You will be required to use the designated vendor for call center services, and must purchase compatible phones from one of two designated vendors. You will be required to hire a designated architect in connection with the buildout of your Toppers Pizza restaurant.

We are the only provider of Project Management Assistance under the Project Management Agreement. We are also the only supplier of your Restaurant's approved PiZMET POS system. We may designate a third party to provide installation services for the PiZMET POS system. Except for these products and services, neither we nor any person or entity affiliated with us is currently an approved supplier for Toppers Pizza franchisees, but we may be an approved supplier in the future. Except for Scott Gittrich's indirect ownership in us, none of our officers owns an interest in any approved supplier for Toppers Pizza franchisees.

We estimate that the costs of your purchases from designated or approved sources, or according to our standards and specifications, are approximately 95% of the total cost of establishing your restaurant, and approximately 90% of the total cost of operating your restaurant after that time.

We do not provide material benefits to franchisees for purchasing particular products or services using required or approved suppliers. Except as disclosed above, we have not negotiated any purchase arrangements with manufacturers and suppliers (including price terms), but we may do so in the future.

Approval of Alternative Suppliers.

You may seek approval to purchase Authorized Products and Services from an alternate supplier. If you would like to purchase equipment, products, services, supplies, or materials from suppliers other than those previously approved by us, you must, prior to purchasing any such equipment, products, services, supplies, or materials, give us a written request to change supplier. Under our current process for reviewing and approving alternative suppliers, if we decide to conduct an investigation of the proposed supplier, we will notify you in writing of the approval or rejection of the proposed supplier within a reasonable time after we complete our investigation, typically within 30 days after receipt of the information from you or the proposed supplier. We do not currently maintain a list of criteria for reviewing and approving products, services, and

suppliers, and we will not be required to issue these criteria to you if we create them. We may inspect any supplier's facilities and products to assure proper production, processing, storing, and transportation of equipment, products, services, supplies, or materials to be purchased from the supplier by you. Permission for such inspection will be a condition of the continued approval of such supplier. We may, for any reason whatsoever, elect to withhold or revoke, by written notice to you, approval of the supplier. We may require that samples from the supplier or a proposed new supplier be delivered for testing. We may assess you a fee to compensate us for the time and resources we spend in evaluating the proposed supplier. If we already have a designated supplier, we are likely to reject your request for a new supplier without conducting any investigation.

Revenue from Franchisee Purchases.

We, or an affiliate, may derive revenue or other material consideration from required purchases or leases by franchisees.

During the fiscal year ended December 29, 2024, we derived $161,104 from purchases of goods and services by franchisees, which represents 1.8% of our total revenue of $9,149,254.

Revenue from Third-Party Suppliers.

We, or an affiliate, may receive fees, commissions, royalties, or other consideration from approved suppliers based on their revenues (from sales, lease payments, license fees and the like) from franchisees.

In fiscal year 2024, we received $1,106,789 from third-party suppliers based on purchases of food and beverage by franchisees and affiliate-owned restaurants.

In fiscal year 2024, we received $362,576 in vendor contributions for participation in our franchisee convention.

We receive revenue from approved suppliers ranging from 42 cents to $5.00 per case or pound for purchases made by franchisees of food and beverages, and we receive revenue of 20 cents per call from the designated vendor for call center services.

Except as disclosed above, neither we nor our affiliates currently receive payments from third-party suppliers based on franchisee purchases, but we may do so in the future.

Cooperatives.

There are currently no purchasing or distribution cooperatives for franchisees.

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.

Unless otherwise identified, references to section numbers in this Item 9 are references to section numbers in the Franchise Agreement. "ADA" refers to the Area Development Agreement. "PMA" refers to the Project Management Agreement. "POSSA" refers to the POS Subscription Agreement. "APA" refers to the Purchase Agreement.

Obligation	Section in Agreement	Item in Franchise Disclosure Document
a. Site selection and acquisition/lease	Sections 2.1, 2.3 ADA Section 3.B PMA Section 1 APA Section 3B(3)	Items 8 and 11
b. Pre-opening purchases/leases	Sections 2.1, 2.3 APA Section 2A, 2B	Items 7, 8 and 17
c. Site development and other pre-opening requirements	Section 2.1, 2.3 PMA Section 3	Items 6, 7 and 11
d. Initial and ongoing training	Section 8	Item 11
e. Opening	Section 2.3 ADA Section 3.A	Item 11
f. Fees	Section 4 ADA Section 2.E PMA Section 3 POSSA Section 5 APA Sections 2C, 2D, and 2E	Items 5 and 6
g. Compliance with standards and policies/Operations manual	Section 7	Items 11 and 16
h. Trademarks and proprietary information	Section 5 ADA Section 5.F POSSA Sections 6, 7	Items 13 and 14
i. Restrictions on products/services offered	Section 7.1	Item 16
j. Warranty and customer service requirements	Section 7.4	Item 11
k. Territorial development and sales quotas	ADA Section 2.A	Item 12
l. Ongoing product/service purchases	Section 7.1	Items 6 and 8
m. Maintenance, appearance and remodeling requirements	Sections 2.3, 2.4	Item 11
n. Insurance	Section 7.5	Items 6 and 8
o. Advertising	Section 6, 7.12	Items 6 and 11

Obligation	Section in Agreement	Item in Franchise Disclosure Document
p. Indemnification	Section 14.2 ADA Section 8 POSSA Section 9 APA Section 8	Item 6 and 14
q. Owner's participation/management/staffing	Section 7.2 ADA Section 3.E	Items 11 and 15
r. Records and reports	Sections 4.7, 7.6	Items 6 and 11
s. Inspections and audits	Section 7.7	Items 6 and 11
t. Transfer	Section 9 ADA Section 6 PMA Section 4	Item 17
u. Renewal	Section 3.2	Item 17
v. Post-termination obligations	Section 10, 12 ADA Section 4.D	Item 17
w. Non-competition covenants	Section 10 ADA Section 5	Item 17
x. Dispute resolution	Section 13 ADA Section 7 PMA Section 9 APA Section 9	Item 17
y. Other – Personal Guarantee by Owner	Exhibit E ADA at Exhibit C	Item 17

Item 10

FINANCING

We currently provide financing to franchisees that qualify for the Sponsorship Program for their $15,000 reduced initial franchise fee and an amount that we determine, based on the franchisee's need, up to $100,000 toward their initial investment in the Restaurant (the "Sponsorship Program Financing"). To qualify for the Sponsorship Program Financing, you must meet our then-current criteria for the Sponsorship Program, which currently includes but is not limited to (i) individuals who have been a general manager of an affiliate-owned or franchised Toppers Pizza restaurant for at least 1 year before signing the Franchise Agreement, (ii) the franchisee meets our then-current financial and operational conditions for participation in the Sponsorship Program, and (iii) with respect to franchisees who are general managers of franchised Toppers Pizza restaurants, such individual's employing franchisee (the "Franchisee Sponsor") must sponsor his or her participation in the Sponsorship Program, as set forth below. We may cease offering the Sponsorship Program at any time.

If you qualify and we approve you for the Sponsorship Program Financing, you will sign the Sponsorship Note and Security Agreement attached as Exhibit O before receiving the Sponsorship Program Financing. The term of the Sponsorship Note is ten years; however, we and

you may agree on a shorter or longer term. No payments will be due until the second anniversary of the issuance date of the Sponsorship Note. Commencing on the second anniversary of the issuance date, you will pay us the principal, plus interest, in equal monthly installments over the remainder of the term of the Sponsorship Note, with each payment due on the same day of the month as the issuance date or the next business day if such date falls on a weekend or bank holiday. Interest shall accrue monthly on the outstanding principal balance of the Sponsorship Note at the then-current Prime Rate at the time you sign the Sponsorship Note, plus 2.25%. (As an example, as of March 29, 2025, the Prime Rate was 7.50%, so the annual interest rate if you sign the Sponsorship Note on that date would be 9.75%. We anticipate the Prime Rate will fluctuate, so the Prime Rate on the date you sign the Sponsorship Note is likely to be different than 9.75%.) The Sponsorship Note may be prepaid, in whole or in part, at any time without penalty or prepayment fee. If you do not pay on time or an event of default occurs under the Franchise Agreement, the Sponsorship Note, or any other agreement with us or our affiliates, we can demand immediate payment of the full outstanding balance, together with all accrued interest and our costs and expenses to collect on the Sponsorship Note. We also have the right to terminate the Franchise Agreement if you default under the Sponsorship Note.

Under the Sponsorship Note and Security Agreement, you will grant us a security interest in all the assets of your Restaurant; if you are an entity, the personal guaranty signed by your owners in connection with the Franchise Agreement also will apply to your obligations under the Sponsorship Note. The Sponsorship Note requires you to waive diligence, presentment and demand for payment, protest, notice, notice of protest and nonpayment, dishonor and notice of dishonor and all other demands or notices of any and every kind whatsoever. It is not our practice or intent to sell, assign, or discount to a third party the Sponsorship Note.

In addition to our then-current financial and operational conditions for participation in the Sponsorship Program, if you are a general manager of a franchised Toppers Pizza restaurant, your Franchisee Sponsor must provide you, at its cost, certain initial training and opening support, as well as ongoing support during the first two years of your operation of your restaurant. Subject to Franchisee Sponsor's compliance with our then-current standards for the Sponsorship Program, the Franchisee Sponsor will receive 36.36% of the continuing royalty fees due from you to us under the Franchise Agreement (currently equal to 2% of your restaurant's Gross Sales) during the first two years of your operation of your restaurant.

Except as described above, we do not offer direct or indirect financing. We do not guarantee your promissory notes, mortgages, leases or other obligations.

Item 11

FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS AND TRAINING

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

A. Pre-Opening Assistance. Before you open your restaurant, we or our designee will provide the following assistance:

Franchise Agreement: (New Development)

1) We do not generally own your restaurant location or lease your restaurant location to you. If you do not already own adequate space, you must lease or acquire your location. Before signing your Franchise Agreement, we will identify a Search Area (defined in Item 12) in which your restaurant will be located. You will have 90 days after signing the Franchise Agreement to obtain our approval of a location in the Search Area. If you do not obtain our approval within 90 days after signing the Franchise Agreement, we will have the right to terminate the Franchise Agreement. Once you have identified a prospective location, you will submit an application to us for location approval, and we will approve or reject your location. We will review your proposed location based on visibility, proximity to your customer base, the geographic distribution of your customer base, parking, location of competitors, your ability to efficiently cover your Delivery Area (defined in Item 12), and such other factors as we may reasonably determine. When you have given us all the necessary information on the proposed location you have selected, we generally will approve or reject the location within 30 days. If we reject your proposed location, you will be required to identify a different proposed location. (Franchise Agreement, Section 2.1.)

2) We will provide you with copies of our specifications for the design and layout of your restaurant, and the required fixtures, equipment, furnishings, decor and signs for your restaurant. We do not deliver or install these items. We will review your plans for the construction or modification of your restaurant. (Franchise Agreement, Section 2.3)

3) If you are opening your first Toppers Pizza restaurant, we will provide Project Management Assistance (defined in Item 1), and you will sign a Project Management Agreement and pay us a fee of $7,500, payable in installments upon completion of certain milestones. (Franchise Agreement, Section 2.3 and Exhibit I)

4) You must install, at your expense, the required POS system. (Franchise Agreement, Section 7.10). We do not deliver or install any equipment, signs, fixtures, opening inventory, or supplies.

Franchise Agreement: (Purchase of Company Restaurant or New Development)

1) We will provide you with a template for an initial marketing program for your restaurant. (Franchise Agreement, Section 6.2).

2) We may, but are not obligated to, designate minimum or maximum prices at which you must sell products and services. (Franchise Agreement, Section 7.9)

3) We will provide the training described below in this Item. However, if this is your second or subsequent franchise, we will not be obligated to provide this training. (Franchise Agreement, Sections 8.1, 8.2, 8.3, 8.6).

4) We will provide 7 to 28 days of additional training and opening support at your restaurant (which will be provided by one or more of our trainers) before, during and immediately after the opening of your first restaurant or 7 to 14 days if you or an affiliate already operate a restaurant. However, if you or an affiliate already operates a restaurant, we will not be obligated to provide this opening support. (Franchise Agreement, Sections 8.3, 8.6).

Area Development Agreement

1) After you have identified a location in the Development Area for development of a restaurant, you will be required to submit to us an application containing information and documentation we require. Once we receive the information and documentation required, we may request additional information as we deem necessary to make our determination with respect to the prospective location. At the time we review the proposed locations, we will use our then-current standards, which may be different than the criteria we currently use. If we do not approve the location in writing within 30 days after we receive all information and documentation requested, the location will be deemed rejected. (Area Development Agreement, Section 3.B) Upon our approval of the location, you will receive our then-current franchise disclosure document and then-current Franchise Agreement for the approved location. After the waiting period required by applicable law, you will sign our then-current Franchise Agreement for the approved location. (Area Development Agreement, Section 2.D)

B. Opening Timeline. Unless you sign a Franchise Agreement pursuant to a Purchase Agreement, you must acquire possession of a location for your restaurant, through purchase or lease, within 180 days after signing the Franchise Agreement; and you must open your restaurant for business within 180 days after signing a lease or acquiring the location of your restaurant (or, if you have signed an Area Development Agreement, within the deadline specified on Exhibit D of the Area Development Agreement). If you do not meet these deadlines, we may terminate the Franchise Agreement (and the Area Development Agreement, if applicable) or grant you a one-time extension, in exchange for a fee (described below). Before the renovation or construction of your restaurant, we will provide you with copies of specifications for the design and layout of the restaurant and required fixtures, equipment, furnishings, decor, and signs. If you purchase an existing Company Restaurant, you must begin operating it immediately following closing. Franchisees typically open their restaurants (i) 8 to 12 months after they sign a Franchise Agreement if they are developing and opening a new Toppers Pizza restaurant, or (ii) within 90 days of signing the Purchase Agreement if they are acquiring a Company Restaurant. Factors that affect this time include: your ability to obtain a lease, financing or building permits; zoning and local ordinances; weather conditions; shortages; construction delays; and delayed installation of equipment fixtures and signs.

If you fail to meet the deadline to open your restaurant and you wish to extend the deadline, we may grant you a one-time, six-month extension to have your restaurant open and operating. In exchange for us granting you this opening extension, you agree to pay us a nonrefundable extension fee of $5,000.

C. Post-Opening Assistance. During the operation of your restaurant, we or our designee will:

1) Offer or require supplementary training to you or your manager on topics of importance to the operation of your restaurant. We will designate supplementary training as either mandatory or optional. We will provide mandatory supplementary training at no charge. We will establish charges for optional supplementary training. For all supplementary training (mandatory and optional), you must pay the travel and living expenses for you and your employees. (Franchise Agreement, Section 8.4)

2) Provide you with the standard reporting forms and charts of accounts that we require you to use. (Franchise Agreement, Section 8.5).

3) Provide you online access to our Operations Manual, which contains mandatory and suggested specifications, standards and procedures, and includes required hours of operation. We currently provide and maintain an online electronic version of the Operations Manual only, but we may issue a hard copy, in which case we would loan you one copy. The Operations Manual is confidential and remains our property. (Franchise Agreement, Section 7.3) Our current Operations Manual consists of two parts: a franchise operations manual, which consists of 59 pages, and a store-level operations manual, which is entirely online. The Table of Contents for the franchise operations manual is attached to this disclosure document as Exhibit D.

D. Advertising and Marketing.

General. We will permit you to use your own advertising material, but we must approve your advertising materials. Our Operations Manual has information about our advertising standards.

Local Advertising. You are required to spend at least 3.5% of your Gross Sales on local advertising during each of our fiscal quarters of the term of the Franchise Agreement (subject to the Advertising Cap). In your first year after opening your restaurant, you must spend a minimum of $40,000, and may be required to spend up to $65,000, as reasonably determined by us, if the restaurant is in a new or emerging market, even if that figure exceeds 3.5% of Gross Sales. You will have to document these expenditures for us. To the extent the aggregate annual amount of your Brand Development Fund Fee and Local Marketing Expenditure is less than $40,000, you must expend an amount toward local advertising so that the sum of the Brand Development Fund Fee plus the amount expended on local advertising equals $40,000. Advertising expenditures you make toward the fund for your cooperative will be credited against your local advertising requirement. If you fail to meet your minimum local advertising expenditure requirement during a quarterly or annual period, we may require you to pay the difference between the amount you

were required to spend and your actual local advertising expenditures to the Brand Development Fund, within three months of the end of the relevant quarterly period.

Brand Development Fund. We administer a Brand Development Fund, supported by Brand Development Fund Fees paid by our franchisees. The Brand Development Fund Fee is currently 3.0% of Gross Sales, but we may increase that amount subject to the Advertising Cap. Restaurants owned by us or our affiliates will contribute to the Brand Development Fund on the same basis as our franchisees. All Brand Development Fund revenues and allocations will be expended on production and placement of national, regional or local advertising, public relations or promotional campaigns, or programs designed to promote and enhance the image, identity or patronage of Toppers Pizza businesses. Expenditures may be made from the Brand Development Fund, without limitation (a) to conduct marketing studies, and to produce and purchase advertising art, commercials, musical jingles, print advertisements, point-of-sale materials, media advertising, outdoor advertising art, vehicle decals, research and direct mail pamphlets and literature; (b) to implement a gift certificate program, a loyalty program or other marketing programs designed to encourage the use of System restaurants; (c) to collect customer data, implement a mystery shopper program, implement a customer survey program or other programs designed to study, track and support the image and use of System restaurants; (d) for social networking sites or other Internet-based marketing programs; (e) to develop, implement, and maintain a franchise system website; (f) to operate and acquire promotional vehicles; (g) to promote the sale of promotional merchandise; (h) for other marketing or advertising programs designed to encourage use of some or all System restaurants; (i) to develop and administer software, applications, and related integrations; and (j) for payments to marketing agencies and other advisors to provide assistance, and to us or our affiliates for internal expenses (such as legal fees, accounting fees, overhead and other business expenses), incurred in connection with the administration of the Brand Development Fund.

We will not use the Brand Development Fund for advertising that is principally a solicitation for the sale of franchises.

We intend for the Brand Development Fund to promote recognition of the applicable Marks and patronage of Toppers Pizza restaurants generally. Although we will try to use and cause the Brand Development Fund to develop advertising and marketing materials and programs, and to place advertising and marketing, that will benefit all Toppers Pizza restaurants contributing to the Brand Development Fund, we need not ensure that the Brand Development Fund's expenditures in or affecting any geographic area are proportionate or equivalent to contributions by Toppers Pizza restaurants operating in that geographic area or that any Toppers Pizza restaurant benefits directly or in proportion to its contribution from the development of advertising and marketing materials or the placement of advertising and marketing. We are not obligated to spend any amount on advertising in the area or territory where your franchise is located.

We will prepare an annual, unaudited statement of Brand Development Fund collections and expenses and give it to you upon written request. We may have the Brand Development Fund audited annually, at the Brand Development Fund's expense, by an independent certified public accountant. We may incorporate the Brand Development Fund or operate it through a separate entity when we think appropriate. Our successor entity will have all of the rights and duties described here. If the Brand Development Fund is terminated, we will (at our option) either spend

the remaining Brand Development Fund assets on marketing activities or distribute the unspent assets to contributors (including us and our affiliates, if applicable) then contributing to the Brand Development Fund in proportion to their contributions during the preceding 12-month period.

In fiscal year 2024, 15.1% of the Brand Development Fund was spent on production, 62.2% was spent on media placement, 19.8% was spent on administration, and 2.9% was spent on research and miscellaneous marketing supplies.

Franchise Advisory Council. The Franchise Advisory Council (the "FAC") consists of a representative group of franchise owners who meet with our officers and representatives to provide input on various issues, including marketing strategy and programs. Franchisee members of the FAC are elected by their franchise owner peers during our annual franchisee convention. The FAC serves in an advisory capacity only, but we cannot form, change, or dissolve the FAC without amending the FAC's bylaws, which requires a vote of the majority of the members of the FAC.

Cooperative Advertising Program. We do not currently require you to participate in a local or regional advertising cooperative.

Advertising Cap. At any time, upon notice to you, we have the right to increase the amount of (i) Brand Development Fund Fees you must contribute to the Brand Development Fund, (ii) the local advertising expenditures you must make, and (iii) cooperative advertising fees. However, in no event will you be required to contribute to all of these advertising vehicles, in the aggregate, more than 6.5% of the restaurant's Gross Sales annually unless the members of a cooperative in which you are required to participate vote to increase cooperative advertising fees or a supermajority of 80% of all active franchisees in the Toppers franchise system vote to increase the Advertising Cap.

E. Computer Systems. You must register all sales on an electronic cash control POS system running the most current version of PiZMET or another POS system as specified in the Operations Manual. The POS system consists of one or more electronic cash registers, a computer server, a computer workstation, various LCD monitors, a kitchen display unit, printers, and appropriate Internet connections and cabling. If you are acquiring a Company Restaurant, you will acquire the computer hardware, software, and point-of-sale system located at your Restaurant as of the closing date of the Purchase Agreement as part of the Restaurant Assets. The cost of purchasing such assets will be included in the Purchase Price payable under your Purchase Agreement. If you are developing a new Toppers Pizza restaurant, the estimated cost to purchase your computer hardware is $16,000 to $18,000.

The cost to purchase the PiZMET software site license is $2,500. The POS system is used to generate and store data for your restaurant, including information on sales, payroll, and inventory. We have independent access to this information and data, including information regarding sales, payroll, and inventory. There is no contractual limitation on our right to access this information.

We may change, upgrade, or update computer hardware or software requirements at any time and you will have to comply with those changes. There are no limitations on the frequency or cost of this obligation.

In connection with the PiZMET POS system, we require you to enter into an agreement with us or our affiliate for PiZMET site maintenance currently at an annual cost of $1,900 (payable in equal monthly installments of $158.33). In addition, we require you to have access to our required enterprise reporting software, which currently costs $50 per month and is payable to us. These amounts are subject to Fee Adjustments. We also require you to enter into a service agreement with a third-party provider who will provide support for the PiZMET system and who currently charges $175 per month. Finally, you must enter into an agreement with a third-party provider for a back-up internet and security device, which currently costs $120 per month.

To provide customers with the ability to order online, we require that you use an Online Ordering System. The Online Ordering System is used to promote, receive, price and transmit over the Internet, or by certain other means as we may develop, orders for food and other products. You are responsible for all hardware costs, Internet access costs, third-party software costs (as determined by us) and any other technology costs required or convenient for the use and operation of the Online Ordering System. We reserve the right to change, modify, or upgrade the Online Ordering System and require mandatory upgrades to any related technology, software or hardware at any time. There are no limitations on the frequency or cost of this obligation. We are not required to provide maintenance, repairs or updates to your systems, hardware, or software related to the Online Ordering System. However, we may license certain vendors to provide maintenance and support, and services such as installation and training.

We have the independent right to access, enter and inspect your records and/or computer systems at any time. In addition, we have the right at any time to remotely and independently access, retrieve, use, and/or modify data and information from your Online Ordering System. You are required to pay a technology fee (currently equal to 2% of your Online Gross Sales), as discussed in Item 6.

F. Websites. The Brand Development Fund may be used to develop, implement, and maintain a franchise system website You may not establish or maintain a website, social networking site, or any other electronic, virtual, or digital communication or Internet site (a "Website") using any domain name or identity containing any of our trademarks unless you have first obtained our written consent. You may not promote or advertise the System, any of the Toppers Pizza trademarks or the restaurant on the Internet or on any other computer network without our prior written consent. Before listing your restaurant on any Website, you must receive our written consent.

G. Training. We will provide investor-owner training to you (or all of your direct and indirect owners if you are an entity) and your Restaurant Manager (if applicable). Investor-owner training generally consists of a two-week program and is conducted on an as-needed basis at our headquarters in Whitewater, Wisconsin, or another suitable location we choose. You will pay for the travel, meals, and lodging expenses of all your trainees. If a new direct or indirect owner obtains an interest in you, we may require the new owner to attend investor-owner training, in which case you must pay our then-current fee for investor-owner training. Investor-owner training is not a condition of you opening your restaurant.

If you are opening your first Toppers Pizza restaurant, we will provide initial training to your Managing Partner (see Item 15) or, if you have engaged a Restaurant Manager (see Item 15),

to your Restaurant Manager. All new franchisees are required to complete the initial training outlined in our 8-week new franchisee training program. You will be responsible for paying the individual for this time and any associated travel and living expenses. The Managing Partner or the Restaurant Manager, as applicable, must complete initial training to our satisfaction before you open your restaurant, which must occur within the earlier of 360 days after signing the Franchise Agreement or 180 days after you sign the lease for or acquire your restaurant. The schedule for each session of initial training is tailored to the needs of the trainees and the schedule of the training store. Training is scheduled by mutual agreement with the new franchisee.

The initial training program consist of approximately 306 hours of in-store operations and management training at a designated training restaurant and approximately 78 hours of classroom, administrative, and leadership training.

TRAINING PROGRAM

Subject	Hours of Classroom	Hours of on the Job Training	Location
Brand Introduction	4	6	At our Headquarters in Whitewater, WI and/or virtually & at Designated Training Restaurant
POS Training	0	12	Designated Training Restaurant
Customer Service	8	12	At our Headquarters in Whitewater, WI and/or virtually & at Designated Training Restaurant
Kitchen Prep / Dough Management	0	40	Designated Training Restaurant
Positional Training (Pizza Making, Oven Tending, etc.)	0	60	Designated Training Restaurant
Marketing	20	12	At our Headquarters in Whitewater, WI and/or virtually & at Designated Training Restaurant
Food Safety & ServSafe Certification	8	0	At our Headquarters in Whitewater, WI and/or virtually
Financial Acumen and P&L Management	6	20	At our Headquarters in Whitewater, WI and/or virtually & at Designated Training Restaurant
IT / PiZMET Training	8	20	At our Headquarters in Whitewater, WI and/or virtually & at Designated Training Restaurant

Human Resources	4	12	At our Headquarters in Whitewater, WI and/or virtually & at Designated Training Restaurant
Shift Management	6	80	At our Headquarters in Whitewater, WI and/or virtually & at Designated Training Restaurant
Supply Chain / Inventory Management	4	12	At our Headquarters in Whitewater, WI and/or virtually & at Designated Training Restaurant
Menu Innovation	2	0	At our Headquarters in Whitewater, WI and/or virtually
Team Training & Development	8	20	At our Headquarters in Whitewater, WI and/or virtually & at Designated Training Restaurant
Total	**78**	**306**	

If you operate multiple Toppers Pizza franchises, our obligation to train you may be reduced. After your first Toppers Pizza restaurant is open and operating, the appropriate amount of investor-owner training and initial training will be determined by us. For your second and subsequent franchise agreements, we are not required to provide initial training. Training materials will consist of the Operations Manual, positional training materials, and other appropriate materials.

The training program described above is overseen by Pete Rondello, Director of Training. Mr. Rondello has over 25 years of experience in training and development in the restaurant industry and less than 1 year of experience with us.

Depending on your experience, we may provide you with 7 to 28 days of additional training, marketing, and opening support (or 7 to 14 days if you or an affiliate already operate a restaurant). This support and training will be provided on an as-needed basis as determined by us. There is no charge for this on-site training, but you will reimburse us for our expenses, such as travel, lodging and meal expenses. After consultation with you, we will determine the number of training days required at your restaurant. We have no obligation to provide this additional training, marketing, and opening support if you or an affiliate already operates a Toppers Pizza restaurant.

After your restaurant is open, you may request or we may require additional on-site training. We are not obligated to provide this additional on-site training, but if we do, we will impose a daily fee of $300 to $500 (depending on the type of training required) per trainer for each additional day of training you request or we require, plus actual travel and living expenses incurred by the trainers we send.

We may occasionally provide (or authorize third parties to provide) supplementary training courses or programs at locations selected by us with regard to new procedures or programs. Such supplementary training may relate, for example, to cooking techniques, new recipes, marketing, bookkeeping, accounting and general operating procedures, and the establishment, development and improvement of computer systems. We will designate such supplementary training courses or programs as either mandatory or optional. If we designate a supplementary training program as mandatory, you must attend such training program. We will not charge you for mandatory supplementary training courses. If we designate a supplementary training program as optional, we may establish charges for the training. The time and place of both mandatory and optional supplementary training courses will be determined by us. With respect to both mandatory and optional supplementary training courses, you will pay all transportation costs, food, lodging and similar costs incurred in connection with attendance at such courses. We may provide any training, seminars, conferences, or other meetings using online means, such as through an online video-conferencing service.

Item 12

TERRITORY

Single Restaurant Franchise.

You will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control.

Unless you sign your Franchise Agreement in connection with the Purchase Agreement, we will identify a "Search Area" for your restaurant. The Search Area is the area within which you must find a location for your restaurant. In addition, your restaurant must be located at least 1 mile from the boundary edge of your Search Area. This Search Area will be determined based on population, geography, the location of other Toppers Pizza restaurants and such other criteria as is determined by us. Search Areas are generally located in urban or suburban areas. In smaller municipalities, the Search Area may be the entire municipality. In larger urban areas, the Search Area may be limited to a section of the metropolitan area based on geography, infrastructure, population density and the location of other Toppers Pizza restaurants. Within 90 days of the execution of your Franchise Agreement you must find a proposed location for your restaurant that meets our then-current standards and specifications. Your proposed location is subject to our approval. If you are unable to identify a location that is approval to us within 90 days after the execution of your Franchise Agreement, we may terminate your Franchise Agreement.

We will not operate, or franchise or license others to operate, a Toppers Pizza restaurant located within your "Protected Area." In general, the "Protected Area" is that area within a circle with a ½-mile radius having the restaurant's location at its center, assuming there are at least 30,000 households located within such area. If there are fewer than 30,000 households in such area at the time you sign the Franchise Agreement, then the radius of the circle will be extended by $^{1}/_{8}$-mile increments until there are either (i) 30,000 households in the area, or the area has a radius of 1 mile. The Protected Area will not exceed the boundaries of the Search Area.

We will establish a "Delivery Area" for you, outside of which you may not offer delivery service. We will have the right to adjust, modify, and change the boundaries of the Delivery Area to account for changing market conditions, population changes and other relevant considerations such as the existence of non-traditional venues described below. The Delivery Area may be different than the Protected Area.

If you wish to relocate your restaurant, you must give us a written explanation of why you wish to relocate and pay a $1,500 relocation review fee. Within 30 days we will either reject your request to relocate or we will allow you to relocate if you and we can jointly agree on a new location. Our failure to approve your request for a new location is deemed our rejection of the proposed relocation. When considering your request to relocate, we will review your proposed location based on visibility, proximity to your customer base, the geographic distribution of your customer base, parking, location of competitors, your ability to efficiently cover your Delivery Area, and such other factors as we may reasonably determine.

Either we or our affiliates or franchisees will have and retain the right to sell and distribute food and beverage products under the Toppers Pizza trademarks in non-traditional outlets of types different from your restaurant, such as shopping malls, colleges/universities, convention centers, airports, hotels, sports facilities, theme parks, hospitals, transportation facilities, convenience stores, and other similar captive market locations. These non-traditional outlets may be located anywhere, even within the boundaries of your Protected Area and Delivery Area. Additionally, either we or our affiliates will have and retain the right to sell and distribute food and beverage products under the Toppers Pizza trademarks through any distribution channel, at wholesale or retail, and/or by means of mail order catalogs, the Internet, direct mail advertising, and other distribution methods, and at non-traditional venues that are not Toppers Pizza restaurants. Sales from these distribution channels may be made anywhere, even within the boundaries of your Protected Area and Delivery Area. These non-traditional outlets and distribution channels may compete directly with you. You will not be compensated for sales through these non-traditional outlets and distribution channels.

Either we or our affiliates or franchisees will have the right to sell and deliver food and beverage products of any type and under any trademark, other than the Toppers Pizza trademarks at any location, even within your Protected Area and Delivery Area. These businesses may compete directly with you. You will not be compensated for sales by and through these businesses.

Either we or our affiliates or franchisees are free to solicit and accept orders from any customers regardless of the location of their restaurant, but you may not make deliveries outside of the bounds of your Delivery Area. You will not be compensated for sales by and through these businesses. Other than using the Online Ordering System described in Item 11, you may not, without our consent, use other channels of distributions, such as the Internet, catalog sales, telemarketing, or other direct marketing to solicit or accept orders. We may require you to use third-party food delivery services, online ordering services, or other food aggregation services (such as UberEats®, GrubHub®, and DoorDash®). Otherwise, unless previously authorized in writing by us, you may not use such services.

Unless you enter into an Area Development Agreement, you have no options, rights of first refusal or similar rights to open any additional Toppers Pizza restaurants, in the Protected Area, the Delivery Area or otherwise.

Area Development Agreement.

You will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control.

If you sign an Area Development Agreement, you will be granted a "Development Area." There is no minimum size for your Development Area. The size of your Development Area will be determined based on population, geography, your experience and other criteria we determine in our discretion. However, the Development Area will typically not be smaller than the aggregate Protected Areas we would grant you under the Franchise Agreements to be signed during the term of your Area Development Agreement. You will be required to develop a certain number of restaurants in your Development Area. As long as you comply with your obligations under your Area Development Agreement and all Franchise Agreements, we will not operate or franchise any other Toppers Pizza restaurants in the Development Area during the term of your Area Development Agreement. You may not relocate your Development Area.

We will determine the Development Area, the number of restaurants in the Development Area and the Development Schedule based on geography, population, your experience and such other criteria as we will reasonably determine. If you fail to comply with the Development Schedule, we may terminate your Area Development Agreement.

After you have identified a location in the Development Area for development of a restaurant, you will be required to submit to us an application containing information and documentation we require. At the time we review the proposed location, we will use our then-current standards, which may be different than the criteria we currently use. Once we receive the information and documentation required, we may request additional information as we deem necessary to make our determination with respect to the prospective location. If we do not approve the location in writing within 30 days after we receive all information and documentation requested, the location will be deemed rejected.

For each restaurant to be opened in the Development Area, you or an approved affiliate will sign our then-current form of Franchise Agreement, which may include materially different terms than in the form of Franchise Agreement attached as Exhibit F.

Either we or our affiliates or franchisees will have and retain the right to sell and distribute food and beverage products under the Toppers Pizza trademarks in non-traditional outlets of types different from your restaurant and at non-traditional venues that are not "stand-alone" restaurants, such as shopping malls, colleges/universities, convention centers, airports, hotels, sports facilities, theme parks, hospitals, transportation facilities, convenience stores, and other similar captive market locations and through any distribution channel, at wholesale or retail and/or by means of mail order catalogs, the Internet, cellular networks, direct mail advertising and/or other distribution methods. These non-traditional outlets may be located anywhere, even within the boundaries of

your Development Area, Protected Area and Delivery Area. These non-traditional outlets and distribution channels may compete directly with you. You will not be compensated for sales through these non-traditional outlets and distribution channels.

Either we or our affiliates or franchisees will have the right to sell and deliver food and beverage products of any type and under any trademark, other than the Toppers Pizza trademarks at any location, even within your Development Area, Protected Area and Delivery Area. These businesses may compete directly with you. You will not be compensated for sales by and through these businesses.

If you complete your minimum development obligation before the expiration of your Area Development Agreement, you will have no additional rights, options, rights of first refusal or similar rights to open any additional Toppers Pizza restaurants in the Development Area or otherwise.

Item 13

TRADEMARKS

The following is a description of the principal Marks that we will license to you. These marks are registered on the Principal Register of the U.S. Patent and Trademark Office ("USPTO"):

Mark	Registration Number	Registration Date
TOPPERS PIZZA	2716893	May 20, 2003
	3400159	March 18, 2008

We and Holdings have filed all required affidavits and renewals with respect to these trademarks.

There are no effective determinations of the USPTO, of any state trademark administrator, or of any court, nor any pending material litigation, including infringement, opposition or cancellation proceedings that could materially affect your use of our Marks. We do not know of any superior rights or infringing uses that could materially affect your use of our Marks.

Under an Intellectual Property License Agreement dated January 4, 2016, Holdings has licensed to us the right to use and sublicense the Marks to Toppers Pizza franchisees. The term of the Intellectual Property License Agreement is for 99 years starting on January 4, 2016. Holdings may terminate the Intellectual Property License Agreement if we materially breach the terms of the agreement or cease to be an affiliate of Holdings. If we were ever to lose our rights under the Intellectual Property License Agreement to the Marks, Holdings must allow our existing franchisees to maintain their rights to use the Marks through the terms of their franchise agreements, including any renewal terms. Other than the Intellectual Property License Agreement,

there are no agreements currently in effect which limit our right to use or license the use of any of the Marks in a manner that is material to the franchise.

You must follow our rules when you use our Marks. You cannot use a name or mark as part of a corporate name or with modifying words, designs or symbols except for those which we license to you. You may not use our name in connection with the sale of an unauthorized product or service or in a manner not authorized in writing by us.

You must notify us immediately when you learn about an infringement of or challenge to your use of our trademark. While we are not obligated to take any action against alleged infringers, we will take the action we think appropriate. Although we are not required to defend you against a claim against your use of our trademark, we will reimburse you for your liability and reasonable costs in connection with defending our trademark. To receive reimbursement you must have notified us immediately when you learned about the infringement or challenge. We will not, however, reimburse you for costs associated with changing your business identity or for lost profits or income resulting from a change in business identity.

You must modify or discontinue the use of a trademark if we modify or discontinue it. If this happens, we will reimburse you for your tangible costs of compliance (for example, changing signs). You must not directly or indirectly contest our right to our trademarks, trade secrets or business techniques that are part of our business.

Item 14

PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

We do not own any patents that are material to the franchise. We have not filed any patent applications and we have no patents pending that are material to the franchise. As a franchisee, you do not receive the right to use any items covered by a patent.

You will receive the right to use, subject to our control, certain of our copyrighted materials, such as advertising materials and our Operations Manual. You will have the right to use the proprietary information in our Operations Manual and in other copyrighted materials we provide to you from time to time. The Operations Manual is described in Item 11. Although we have not registered our copyright in the Operations Manual or in any other copyrighted materials, we claim a copyright and the information is proprietary. Item 11 describes limitations on the use of the Operations Manual by you and your employees.

Under the Franchise Agreement, you will receive the right to use an Online Ordering System. The Online Ordering System is protected by copyright, trade secret, and other proprietary rights of ours, our licensors, and/or our third-party vendors. The Online Ordering System is described in Item 11. Item 11 also describes limitations on the use of the Online Ordering System by you and your employees.

Certain recipes, formulas and systems of operations used by us and our franchisees are proprietary trade secrets. We may require that your officers, directors, owners and managers sign non-disclosure agreements.

You must also promptly tell us when you learn about unauthorized use of any copyrighted or proprietary information. We are not obligated to take any action to protect or defend our copyrights, but will respond to this information as we think appropriate. We will indemnify you for losses brought by a third party concerning your use of this information.

We know of no copyright infringement that could materially affect your franchise or the System.

Item 15

OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

If you operate a single restaurant, one of your principals with at least a 10% ownership interest in the franchise must personally manage and supervise the operation of your Toppers Pizza restaurant. This principal will be designated the "Managing Partner." Unless you engage a Restaurant Manager who completes our initial training program, the Managing Partner must have successfully completed our initial training program. The Managing Partner must devote his or her full time and best efforts to the management of the restaurant.

If you operate more than one restaurant, and as such the Managing Partner cannot devote his or her full time and best efforts exclusively to the operation of a single restaurant, then the Managing Partner must devote his or her full time and best efforts exclusively to the development and operation of all of your restaurants. In addition, you must appoint an experienced manager to manage each restaurant (a "Restaurant Manager"). The Restaurant Manager is not required to have an ownership interest in you.

If you sign an Area Development Agreement, you must at all times faithfully, honestly and diligently perform your obligations throughout the entire Development Area. If you are a business entity, we require you to appoint an individual who owns at least 10% of the ownership interests in you and who we approve (the "Managing Partner"). The Managing Partner must devote, on a full-time basis, his or her efforts to the development, operation, promotion and enhancement of all restaurants in the Development Area.

If you operate your restaurant or area development business through a business entity, all of the owners of the entity will be required to sign a personal guaranty in the form attached to the Franchise Agreement or Area Development Agreement. Each owner's spouse must consent in writing to your execution of the guaranty and must acknowledge that the marital assets are at risk under the guaranty.

Item 16

RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

We must approve all goods and services that you offer for sale. You are required to offer certain goods and services, which will be specified in our Operations Manual and are subject to change. You are only authorized to sell goods and services approved by us. There is no limit on our right to make changes to the goods and services you must offer.

The Franchise Agreement requires you to offer courteous service and high-quality products in compliance with the Operations Manuals, system standards, and all applicable federal, state and local laws and regulations. Your restaurant may be used solely for food services permitted under the Operations Manual, and your restaurant may not be furnished, equipped or operated in any manner which would adversely reflect on the System or the goodwill associated with the System.

Item 17

RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

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.

Unless otherwise identified, references to section numbers in this Item 17 are references to section numbers in the Franchise Agreement. "ADA" refers to the Area Development Agreement. "PMA" refers to the Project Management Agreement. "POSSA" refers to the POS Subscription Agreement.

THE FRANCHISE RELATIONSHIP

Provision	Section in Franchise or Other Agreement	Summary
a. Length of franchise term	Section 3.1	10 years from the date the Restaurant opens for business.
	ADA Section 4.A	Varies based on number of restaurants to be developed.
	PMA Section 5.a	The term continues until the first to occur of: (i) the date that we notify you that we have not approved your proposed location; (ii) the date you receive a final certificate of occupancy for the restaurant; or (iii) on the expiration or termination of the Franchise Agreement that governs the ownership and operation of the restaurant at the site you have proposed.
b. Renewal or extension of the term	Section 3.2	You may renew if you are in good standing for up to 2 additional 5-year terms.
	ADA Section 4	No right to renew.

Provision	Section in Franchise or Other Agreement	Summary
c. Requirements for Franchisee to renew or extend	Section 3.4 ADA	Perform obligations under Franchise Agreement, sign a new then current Franchise Agreement, obtain the rights to continue to occupy your restaurant's space, remodel to current standards, sign a general release, be current with all payments, provide any necessary written notice to the landlord of your restaurant's location to extend the term of the lease. When renewing, you may be asked to sign a Franchise Agreement with materially different terms and conditions than your original Franchise Agreement. No provision.
d. Termination by Franchisee	Section 11.1 ADA PMA Section 5.b	You may terminate the Franchise Agreement if we materially breach the agreement and do not cure default after notice from you. Not applicable under the ADA. If we materially breach the agreement and do not correct such failure within 30 days after delivery of notice which identifies the breach.
e. Termination by Franchisor without cause	None	We may not terminate the Franchise Agreement or the ADA without cause.
f. Termination by Franchisor with cause	Section 11.2, 11.3 ADA Section 4.C PMA Section 5.b	We can terminate only if you or your affiliate defaults under the Franchise Agreement. If your Franchise Agreement is terminated, we may terminate your ADA. We can terminate only if you or your affiliate defaults under the ADA. If your ADA is terminated, we may terminate your Franchise Agreement. We may not terminate the PMA without cause.
g. "Cause" defined—curable defaults	Section 11.2, 11.6	You have 10 days to cure monetary defaults and failure to maintain required insurance; 72 hours to cure legal or regulatory violations; 30 days to cure operational defaults and other defaults not listed in (h) below (up to 180 days if caused by a Casualty Event); 15 days to cure quality assurance audits; and applicable cure period for monetary defaults owed to third parties.

Provision	Section in Franchise or Other Agreement	Summary
		Limited Services: If you are in default of the Franchise Agreement, we may, at our option, rather than terminate the Franchise Agreement, elect to provide limited services ("Limited Services") to you. Examples of Limited Services include withdrawing our approval of any website on which your restaurant is listed; suspending your access to Brand Development Fund services; suspending your access to the Online Ordering System; suspending your ability to attend training or conferences; suspending your access to site design and layout services; and/or limiting our on-site visits to your restaurant.
	ADA Section 4.C	Applicable cure period for monetary defaults to third parties; 30 days to cure operational defaults and other defaults not listed in (h) below
	PMA Section 5.b	10 days to cure failure to pay us; 30 days to cure all other defaults
h. "Cause" defined— non-curable defaults	Section 11.2	Non-curable defaults under the Franchise Agreement include material misrepresentations or omissions; failure to receive our written acceptance of a location for the restaurant within 90 days after you sign the Franchise Agreement or acquire possession of a location for the restaurant within 180 days after you sign the Franchise Agreement; failure to open your restaurant within 180 days after you acquire possession of the restaurant location; the Managing Partner's inability to complete initial training or New Operator Training; abandonment; conviction of a felony; dishonest or unethical conduct likely to adversely affect the restaurant or our goodwill; unapproved transfers; loss of the right to occupy the restaurant's premises; unauthorized use or disclosure of the Operations Manual or other confidential information; failure to pay taxes; understating Gross Sales 3 or more times; understating Gross Sales by more than 5%; repeated defaults (even if cured); an assignment for the benefit of creditors; appointment of a trustee or receiver; bankruptcy or insolvency; failure to comply with anti-terrorism laws; failure to meet local advertising minimums; failure to

Provision	Section in Franchise or Other Agreement	Summary
	ADA Section 4.C	maintain healthy and safe conditions at the restaurant; failure to comply with other agreements (including, but not limited to, the ADA, if applicable) with us or our affiliate and you do not correct such failure within the applicable cure period, if any; and unauthorized change in the identity of the Managing Partner. Non-curable defaults under the ADA include failure to meet the Development Schedule; material misrepresentations or omissions; conviction of a felony or other crime likely to reflect poorly on us or Toppers Pizza restaurants; insolvency, or an assignment for the benefit of creditors; violations of non-competition covenants; unauthorized transfers; and failure to comply with other agreements with us or our affiliate and you do not correct such failure within the applicable cure period, if any
i. Franchisee's obligations on termination/non-renewal	Section 12.1 ADA Section 4.D	Close the business, pay us all amounts you owe, cease use of the Marks and confidential information, return the Operations Manual, assign phone numbers and internet accounts to us or our designee, de-identify the restaurant premises, and pay us lost-revenue damages if the Franchise Agreement is terminated by you without cause or by us because of your default. You will remain subject to all provisions of the ADA which survive termination, including post-termination covenants and the terms of any Franchise Agreements which have not also been terminated.
j. Assignment of contract by Franchisor	Section 9.1 ADA Section 6.A PMA Section 5	No restriction on our right to assign. We may assign to our affiliate.
k. "Transfer" by Franchisee—definition	Section 9.2	Includes any transfer of your interest in or rights under the Franchise Agreement, a transfer of any ownership interest in you, a transfer of substantially all the assets of the restaurant, and/or any transfer, surrender, or loss of

Provision	Section in Franchise or Other Agreement	Summary
		possession, control or management of the restaurant.
	ADA Section 6.B	Includes any transfer of your interest in or rights under the ADA or a transfer of any ownership interest.
	PMA Section 4	An assignment of the agreement.
l. Franchisor approval of transfer	Section 9.2	We have the right to approve all transfers but will not unreasonably withhold approval.
	ADA Section 6.B	We have the right to approve all transfers.
	PMA Section 4	You may not assign the agreement without our consent, which we will not unreasonably withhold.
m. Conditions for Franchisor's approval of transfer	Section 9.2.2	You have fully complied with all your obligations to us; the new franchisee qualifies, signs our current form of franchise agreement, and completes training; the landlord consents to the transfer; you and your owners agree to comply with all post-termination obligations; you sign a general release; we determine that the purchase price and payment terms of the transfer will not adversely affect the new franchisee's ability to operate the restaurant; if you finance the new franchisee's transfer, you subordinate your payments to amounts owed to us; you have cured any deficiencies to the restaurant and/or the new franchisee agrees to remodel the restaurant (which may require the new franchisee to escrow an amount to cover the costs of a remodel); payment of transfer fee.

Provision	Section in Franchise or Other Agreement	Summary
	ADA Section 6.C	You transfer all restaurants developed under ADA, and the associated Franchise Agreements, the transferee assumes all your obligations under the ADA; you have paid all amounts owed to us; the transferee signs our then-current form of ADA; you or the transferee pays any transfer fee; you (and your owners if you are an entity) sign a general release of any and all claims against us; you agree to abide by the ADA's post-termination covenant not to compete; you provide us all information we request related to the transfer and proposed transferee; and you comply with all transfer requirements under each Franchise Agreement.
	PMA Section 4	Receipt of our written consent.
n. Franchisor's right of first refusal to acquire franchisee's business	Section 9.4	We have the right, for 20-business days, to match any offer you receive for your business.
	ADA	No provision.
o. Franchisor's option to purchase Franchisee's business	Section 12.3	We have the right for 30 days following the expiration or termination of the Franchise Agreement, to purchase all or any portion of the restaurant assets for fair market value and to assume the lease for the restaurant premises. We may deduct from the purchase price any amounts you owe us.
	ADA	No provision.
p. Death or disability of Franchisee	Section 9.4.2	Transfers to your heirs, personal representatives, or conservators because of your death or disability do not give rise to our right of first refusal but your heirs must pay a transfer fee and complete training within 3 months of taking ownership of your restaurant.

Provision	Section in Franchise or Other Agreement	Summary
	ADA Section 6.E	Upon the death or permanent disability of you (or any owner of 50% or more ownership interest if you are an entity), you must assign the ADA to a third party approved by us. The assignment must be completed within 12 months after the death or permanent disability. The assignment must comply with the transfer conditions described in (m) above.
q. Non-competition covenants during the term of the franchise	Section 10.1 and 10.2 ADA Sections 5.A and 5.B	Neither you nor any owner of you may be involved in a business featuring the sale of pizzas for delivery, dine-in, carryout, or curbside pickup. No interference with our relationships with customers, vendors, or consultants.
r. Non-competition covenants after the franchise is terminated or expires	Section 10.1 ADA Section 5.C	Neither you nor any owner may be involved in a business featuring pizzas or other food products sold by Toppers Pizza restaurants for 2 years at the same location, within 10 miles of the restaurant, or within 5 miles of another Toppers Pizza restaurant. Neither you nor any owner may be involved in a business featuring pizzas or other food products sold by Toppers Pizza restaurants for 2 years within the development area or within 10 miles of another Toppers Pizza restaurant.

Provision	Section in Franchise or Other Agreement	Summary
s. Modification of the agreement	Sections 14.8	No modifications except by written instrument signed by parties; Operations Manual subject to change.
	ADA Section 11.F, PMA Section 11, and POSSA Section 12(f)	No modifications except by written instrument signed by parties.
t. Integration / merger clause	Section 14.9 and ADA Section 10.G	Only the terms of the Franchise Agreement/ADA are binding (subject to state law). Any representations or promises made outside the Disclosure Document and Franchise Agreement/ADA may not be enforceable.
	PMA Section 11	No officer or employee or agent of ours has any authority to make any representation or promise not contained in the agreement.
	POSSA Section 12(c)	The agreement constitutes the entire agreement of the parties with respect to the subject matter of that agreement.
u. Dispute resolution by arbitration or mediation	Section 13.4, ADA Section 7.A, and PMA Section 9	We and you must arbitrate all disputes at a location in or within 50 miles of our then-current principal place of business (currently, Whitewater, Wisconsin) (subject to state law).
v. Choice of forum	Section 13.6, ADA Section 7.B, PMA Section 9, POSSA Section 12(h)	Litigation must be commenced in state or federal court nearest to where our corporate headquarters are then located (currently Whitewater, Wisconsin) (subject to state law).
w. Choice of law	Section 13.5, ADA Section 12.D, PMA Section 9, POSSA Section 12(h)	Wisconsin law applies, subject to state law.

Applicable state law may require additional disclosures related to the information in this disclosure document. These additional disclosures appear in Exhibit H.

Item 18

PUBLIC FIGURES

We do not use any public figure to promote our 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 this 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.

The following tables contain historical Gross Sales (see Note 1) information for the fiscal year ended December 29, 2024, for all restaurants (both affiliate-owned and franchised) that were open as of December 29, 2024, and that had been open and operating for at least the full fiscal year. As of December 29, 2024, there were 71 Toppers Pizza restaurants open and operating, 68 of which operated during the entire 2024 fiscal year. Of those 68 Toppers Pizza restaurants, 52 were franchised and 16 were affiliate owned as of December 29, 2024. We excluded two franchised restaurants and one affiliate owned restaurant that permanently closed during the 2024 fiscal year. The 2024 fiscal year ran from January 1, 2024 to December 29, 2024.

(Note 2)	All Restaurants				
	No. of outlets in data set[3]	Average Gross Sales [4]	No. that Met or Exceeded the Average	Low/High Range of Gross Sales	Median
Open at least 1 fiscal year	68	$1,022,051	30 (44%)	$481,819 to $2,067,596	$967,793
Open at least 2 fiscal years	67	$1,029,589	29 (43%)	$481,819 to $2,067,596	$972,128
Open at least 3 fiscal years	65	$1,037,205	26 (40%)	$481,819 to $2,067,596	$972,128

(Note 2)	Affiliate-owned (Note 3)					Franchised (Note 3)				
	No. of outlets in data set[3]	Average Gross Sales during the 2024 Period [4]	No. that Met or Exceeded the Average	Low/High Range of Gross Sales	Median	No. of outlets in data set[3]	Average Gross Sales during the 2024 Period [4]	No. that Met or Exceeded the Average	Low/High Range of Gross Sales	Median
Open at least 1 fiscal year	19 [5]	$984,769	8 (42%)	494,270 to $1,559,094	$921,366	49 [5]	$1,036,507	22 (45%)	$481,819 to $2,067,596	$982,820
Open at least 2 fiscal years	25	$1,029,589	7 (28%)	$494,270 to $1,559,094	$972,128	42	$1,071,195	18 (43%)	$481,819 to $2,067,596	$1,039,102
Open at least 3 fiscal years	25	$1,029,589	7 (28%)	$494,270 to $1,559,094	$977,128	40	$1,085,650	16 (40%)	$481,819 to $2,067,596	$1,039,102

Notes:

1. Gross Sales are calculated in the same manner as you will calculate Gross Sales under the Franchise Agreement. "Gross Sales" means all sums or value received or receivable by you, directly or indirectly, in cash, exchange or barter, from or in connection with the operation of your Restaurant and all other business operations originating at or from the premises of your Restaurant, excluding monies collected for taxes chargeable to customers by law. Gross Sales include revenues generated from the sale of food, beverages, and other goods and products (including vending machines, games, slot machines, automated teller machines, amusement rides, and telephones, which shall in any event be subject to our prior written approval), and from the rendering of services of any kind or nature, at or from your restaurant, or under, or in any way connected with the use of, the Marks, whether for cash, credit, or barter (the Gross Sales amount from any barter shall equal the fair market value of that barter). We include gift certificate, gift card or similar program payments in Gross Sales when the gift certificate, gift card, other instrument or applicable credit is redeemed. Gross Sales also include all insurance proceeds you receive for loss of business due to a casualty to or similar event at your restaurant. There shall be deducted from Gross Sales for purposes of said computation (but only to the extent that they have been included) the amount of all sales tax receipts or similar tax receipts which, by law, are chargeable to customers, if such taxes are separately stated when the customer is charged, and the amount of any reasonable, actual and verifiable refunds, rebates, over-rings, and allowances given to customers in good faith.

75% of the Toppers Pizza restaurants shown in the tables are located within the states of Minnesota and Wisconsin. Accordingly, the Gross Sales of these Toppers Pizza restaurants are impacted by the recognition and goodwill that Toppers Pizza restaurants benefit from awareness of the brand within those states and the Midwest more broadly. Although we believe Toppers Pizza restaurants have consumer appeal that will extend well beyond the Midwest, the concept has had only limited operating history outside of its core market of the Midwest.

2. This column represents the number of full fiscal years in which a given restaurant was open and operating as of December 29, 2024, with each fiscal year consisting of 13 periods, with each period typically 4 weeks long.

3. The column labeled "Number of Outlets in data set" reflects the number of restaurants that were open and operating as of December 29, 2024, for the specified minimum number of fiscal years shown in the first column.

4. We calculated "Average Gross Sales" by adding the Gross Sales of all restaurants in a given data set, and then dividing that sum by the number of restaurants in the data set.

5. During our 2024 fiscal year, 10 affiliate-owned restaurants were sold to franchisees. Each such restaurant is included as an affiliate-owned restaurant for outlets open 2 or 3 fiscal years. 7 of these 10 restaurants were operated by franchisees for the majority of our 2024 fiscal year and, therefore, are included in franchised restaurants for outlets open at least 1 fiscal year. 3 of these 10 restaurants were operated by our affiliate for the majority of our 2024 fiscal year and, therefore, are included in affiliate-owned restaurants for outlets open at least 1 fiscal year.

* * * * * * * *

Written substantiation for the financial performance representations will be made available to you on reasonable request. The franchisee data presented above is based on information reported to us by franchisees. We have not independently verified this data.

Some restaurants have sold this amount. Your individual results may differ. There is no assurance that you'll sell as much.

Other than the preceding financial performance representation, Toppers Pizza LLC, does not make any financial performance representations. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with 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 the franchisor's management by contacting Toppers Pizza LLC, Adam Oldenburg, at 333 West Center Street, Whitewater, WI 53190 (262) 473-6666, the Federal Trade Commission, and any appropriate state regulatory agencies.

Item 20

OUTLETS AND FRANCHISEE INFORMATION

TABLE NO. 1
Systemwide Outlet Summary
For years 2022 to 2024[1]

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2022	44	46	+2
	2023	46	44	-2
	2024	44	55	+11
Company-Owned[2]	2022	26	27	+1
	2023	27	27	0
	2024	27	16	-11
Total Outlets	**2023**	**70**	**73**	**+3**
	2023	**73**	**71**	**-2**
	2024	**71**	**71**	**0**

1/ The figures in this and all other tables in Item 20 are as of January 1, 2023, December 31, 2023, and December 29, 2024.

2/ Company-owned outlets are owned by affiliates.

TABLE NO. 2
Transfers of Outlets from Franchisees to New Owners
(other than the Franchisor)
For years 2022 to 2024

State	Year	Number of Transfers
Kansas	2022	1
	2023	0
	2024	0
Minnesota	2022	5
	2023	0
	2024	6

Nebraska	2022	0
	2023	0
	2024	3
South Dakota	2022	0
	2023	1
	2024	1
Texas	2022	0
	2023	0
	2024	1
Wisconsin	2022	2
	2023	0
	2024	5
Total	**2022**	**8**
	2023	**1**
	2024	**16**

TABLE NO. 3
Status of Franchised Outlets
For years 2022 to 2024

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations-Other Reasons	Outlets at End of the Year
Illinois	2022	0	1	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	1	0	0	0	0	2
Kansas[(1)]	2022	2	1	0	0	0	0	3
	2023	3	0	0	0	0	0	3
	2024	3	0	0	0	0	0	3
Michigan	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
Minnesota	2022	13	0	0	0	0	0	13
	2023	13	0	0	0	0	0	13
	2024	13	0	1	0	0	0	12
Nebraska	2021	3	0	0	0	0	0	3
	2022	3	0	0	0	0	0	3
	2023	3	0	0	0	0	0	3
North Carolina	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2
	2024	2	1	0	0	0	0	3
South Carolina	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2
	2024	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 the Year
South Dakota	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
Texas	2022	1	1	0	0	0	0	2
	2023	2	0	0	0	0	0	2
	2024	2	0	1	0	0	0	1
Virginia	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	2	0
	2024	0	0	0	0	0	0	0
Wisconsin[(2)]	2022	17	0	0	0	1	0	16
	2023	16	1[(2)]	0	0	1[(2)]	0	16
	2024	16	11	0	0	0	0	27
TOTALS	**2022**	**44**	**3**	**0**	**0**	**1**	**0**	**46**
	2023	**46**	**1[(2)]**	**0**	**0**	**1[(2)]**	**2**	**44**
	2024	**44**	**13[(3)]**	**2**	**0**	**0**	**0**	**55**

1/ Certain of our officers hold minority interests in the franchisee entities of three franchised outlets in Kansas and three franchised outlets in Wisconsin.

2/ One Wisconsin outlet was sold to a franchisee by our affiliate in 2023, and thereafter reacquired by our affiliate in 2023.

3/ Opened outlets includes 10 Wisconsin outlets that were sold by our affiliate to franchisees during the 2024 fiscal year.

TABLE NO. 4
Status of Company-Owned Outlets
For years 2022 to 2024

State	Year	Outlets at Start of the Year	Outlets Opened	Outlets Reacquired From Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of the Year
Indiana	2022	1	0	0	0	0	1
	2023	1	1	0	0	0	2
	2024	2	0	0	0	0	2
Ohio	2022	1	0	0	0	0	1
	2023	1	0	0	0	0	1
	2024	1	0	0	0	0	1

State	Year	Outlets at Start of the Year	Outlets Opened	Outlets Reacquired From Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of the Year
Wisconsin	2022	24	0	1	0	0	25
	2023	25	1[(1)]	0	1	1[(1)]	24
	2024	24	0	0	1	10	13
Totals	**2022**	**26**	**0**	**1**	**0**	**0**	**27**
	2023	**27**	**2**	**0**	**1**	**1**	**27**
	2024	**27**	**0**	**0**	**1**	**10**	**16**

1/ One Company Restaurant was sold to a franchisee during the 2023 fiscal year and then re-acquired by our affiliate.

TABLE NO. 5
Projected Openings for Fiscal Year 2024
as of December 29, 2024

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company-Owned Outlets in the Next Fiscal Year
Kansas	0	1	0
Michigan	1	1	0
North Carolina	2	2	0
Wisconsin	3	3	0
TOTAL	**6**	**7**	**0**

Exhibit B lists the names of all of our current franchisees and the addresses and telephone numbers of their stores as of December 29, 2024. Exhibit C 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.

We are not aware of any trademark-specific franchisee organizations associated with the Toppers franchise system.

During the last 3 fiscal years, we have signed confidentiality clauses with current or former franchisees. In some instances, current and former franchisees sign provisions restricting their ability to speak openly about their experience with the Toppers franchise system. You may wish to speak with current and former franchisees, but be aware that not all such franchisees will be able to communicate with you.

Item 21

FINANCIAL STATEMENTS

Attached as Exhibit E are our (i) audited financial statements for the fiscal years ending December 29, 2024, December 31, 2023, and January 1, 2023 and (ii) unaudited balance sheet and statement of revenue and expenses as of February 25, 2025.

Item 22

CONTRACTS

The following agreements are attached as exhibits to this disclosure document:

Exhibit F	Franchise Agreement
Exhibit G	Area Development Agreement
Exhibit H	State Riders
Exhibit I	Project Management Agreement
Exhibit J	Toppers Subscription Agreement (Point of Sale Services)
Exhibit K	Asset Purchase Agreement
Exhibit L	Representations and Acknowledgment Statement
Exhibit M	Agreement and Conditional Consent to Transfer
Exhibit N	Renewal Addendum
Exhibit O	Sponsorship Note and Security Agreement

Item 23

RECEIPTS

Exhibit P contains detachable documents acknowledging your receipt of this Disclosure Document.

EXHIBIT A

STATE ADMINISTRATORS/AGENTS FOR SERVICE OF PROCESS

STATE ADMINISTRATORS/AGENTS FOR SERVICE OF PROCESS

Listed here are the names, addresses and telephone numbers of the state agencies having responsibility for the franchising disclosure/registration laws. We may not yet be registered to sell franchises in any or all of these states. There may be states in addition to those listed below in which we have appointed an agent for service of process. There may also be additional agents appointed in some of the states below.

CALIFORNIA

California Department of Financial Protection & Innovation
1 (866) 275-2677

Los Angeles

320 West 4th Street
Suite 750
Los Angeles, California 90013
(213) 576-7500

Sacramento

2101 Arena Blvd
Sacramento, California 95834
(916) 445-7205

San Diego

1455 Frazee Road, Suite 315
San Diego, California 92108
(619) 610-2093

San Francisco

One Sansome Street, Ste. 600
San Francisco, CA 94104
(415) 972-8565

HAWAII

(agent for service of process)

Commissioner of Securities of the State of Hawaii
Department of Commerce and Consumer Affairs
Business Registration Division
Commissioner of Securities
335 Merchant Street, Room 205
Honolulu, Hawaii 96813
(808) 586-2744

(for other matters)
Business Registration Division
Securities Compliance Branch
Department of Commerce and Consumer Affairs
P.O. Box 40
Honolulu, Hawaii 96810
(808) 586-2727

ILLINOIS

Franchise Bureau
Office of the Attorney General
500 South Second Street
Springfield, Illinois 62701
(217) 782-4465

INDIANA

(state administrator)

Indiana Secretary of State
Securities Division, E-111
302 West Washington Street
Indianapolis, Indiana 46204
(317) 232-6681

(agent for service of process)

Indiana Secretary of State
200 West Washington Street, Room 201
Indianapolis, Indiana 46204
(317) 232-6531

MARYLAND

(state administrator)

Office of the Attorney General
Securities Division
200 St. Paul Place
Baltimore, Maryland 21202-2021
(410) 576-6300

(agent for service of process)

Maryland Securities Commissioner
at the Office of the Attorney General
Securities Division
200 St. Paul Place
Baltimore, Maryland 21202-2021
(410) 576-6360

MICHIGAN

(state administrator)

Michigan Attorney General's Office
Consumer Protection Division
Attn: Franchise Section
G. Mennen Williams Building
525 West Ottawa Street
Lansing, Michigan 48909
(517) 373-7622

(agent for service of process)

Michigan Department of Commerce,
Corporations, Securities & Commercial Licensing Bureau
P.O. Box 30018
Lansing, Michigan 48909

MINNESOTA

(state administrator)

Minnesota Department of Commerce
85 7th Place East, Suite 280
Saint Paul, Minnesota 55101
(651) 539-1600

(agent for service of process)

Commissioner of Commerce
Minnesota Department of Commerce
85 7th Place East, Suite 280
Saint Paul, Minnesota 55101
(651) 539-1600

NEW YORK

(state administrator)

Office of the New York State Attorney General
Investor Protection Bureau
Franchise Section
28 Liberty Street, 21st Floor
New York, New York 10005
(212) 416-8236

(agent for service of process)

New York Secretary of State
New York Department of State
One Commerce Plaza
99 Washington Avenue, 6th Floor
Albany, New York 12231-0001
(518) 473-2492

NORTH DAKOTA

(state administrator)

North Dakota Securities Department
600 East Boulevard Avenue
State Capitol - Fourteenth Floor, Dept. 414
Bismarck, North Dakota 58505
(701) 328-4712

(agent for service of process)

Securities Commissioner
600 East Boulevard Avenue
State Capitol - Fourteenth Floor, Dept. 414
Bismarck, North Dakota 58505
(701) 328-4712

OREGON

Department of Business Services Division of Financial Regulation
350 Winter Street, NE, Room 410
Salem, Oregon 97310-3881
(503) 378-4387

RHODE ISLAND

Department of Business Regulation
Division of Securities
John O. Pastore Complex Building 69-2
1511 Pontiac Avenue
Cranston, Rhode Island 02920
(401) 462-9645

SOUTH DAKOTA

Division of Insurance
Securities Regulation
124 S. Euclid Street, Second Floor
Pierre, South Dakota 57501
(605) 773-3563

VIRGINIA

(state administrator)

State Corporation Commission
Division of Securities
and Retail Franchising
1300 East Main Street, Ninth Floor
Richmond, Virginia 23219
(804) 371-9051

(agent for service of process)

Clerk of the State Corporation Commission
1300 East Main Street, First Floor
Richmond, Virginia 23219
(804) 371-9733

WASHINGTON

(state administrator)

Department of Financial Institutions
Securities Division
P.O. Box 41200
Olympia, Washington 98504-1200
(360) 902-8760

(agent for service of process)

Director
Department of Financial Institutions
Securities Division
150 Israel Road, S.W.
Tumwater, Washington 98501

WISCONSIN

(state administrator)

Securities and Franchise Registration
Wisconsin Department of Financial Institutions
4822 Madison Yards Way, North Tower
Madison, Wisconsin 53705
(608) 266-0448

(agent for service of process)

Office of the Secretary
Wisconsin Department of Financial Institutions
P.O. Box 8861
Madison, Wisconsin 53708-8861
(608) 261-9555

EXHIBIT B

CURRENT FRANCHISEES

TOPPERS PIZZA LLC

OPERATIONAL RESTAURANTS
as of December 29, 2024

Franchisee	Restaurant Address	City	State	ZIP	Phone No.
TP Broadway Inc.	6147 N. Broadway	Chicago	IL	60660	(773) 639-1600
Al-Numan, LLC	5572 Grand Ave, Unit 3	Gurnee	IL	60031	(224) 480-2900
Renegade Pizza, LLC**	1100 Mississippi Ave, Suite C	Lawrence	KS	66044	(785) 856-0058
Renegade Pizza, LLC**	6027 Metcalf Ave, Suite A	Mission	KS	66202	(913) 262-7849
Renegade Pizza, LLC**	2613 SW 21st St.	Topeka	KS	66604	(785) 783-0100
Birdies 2 Bogeys Corp	947 Wealthy St. SE	Grand Rapids	MI	49506	(616) 719-3300
The Dough Group, LLC	10950 Club West Parkway, Suite 130	Blaine	MN	55449	(763) 210-2227
The Dough Group, LLC	7821 Portland Ave S	Bloomington	MN	55420	(952) 746-3200
The Dough Group, LLC	1231 E. 9th Street	Duluth	MN	55805	(218) 525-4500
The Dough Group, LLC	1539 W. Larpenteur Ave.	Falcon Heights	MN	55113	(651) 646-7000
JWB Enterprise, LLC	20730 Holyoke Ave.	Lakeville	MN	55044	(952) 683-9599
Legends Pizza, LLC	1101 S. Front St	Mankato	MN	56001	(507) 386-8282
The Dough Group, LLC	2936 Lyndale Ave S	Minneapolis	MN	55408	(612) 822-7272
Legends 3Sixty Pizza, LLC	187 16th Ave. SW Suite 100	Rochester	MN	55902	(507) 258-4444
Legends 3Sixty Pizza, LLC	1217 Marion Road SE Suite 700	Rochester	MN	55904	(507) 281-4545
Legends 3Sixty Pizza, LLC	202 6th Ave. S.	St. Cloud	MN	56301	(320) 774-2525
The Dough Group, LLC	1154 Grand Ave	St. Paul	MN	55105	(651) 221-9000
PJD Investments, LLC	129 E. Third St.	Winona	MN	55987	(507) 961-1100
Billaimee Pizza, Inc.	5033-F South Blvd	Charlotte	NC	28217	(704) 523-1669
Billaimee Pizza, Inc.	9510-104 University City Blvd	Charlotte	NC	28213	(704) 548-8666
Pizza QSA LLC	1225 Concord Pkwy North, Suite 25	Concord	NC	28025	(704) 707-3114
Prairie Lincoln, LLC*	1226 P Street, Suite 101	Lincoln	NE	68508	(402) 476-8677
Prairie UNO, LLC*	7010 Dodge St., Suite 104	Omaha	NE	68132	(402) 553-1133
Prairie Miracle, LLC*	741 N. 114th St.	Omaha	NE	68154	(402) 933-9733
FM Toppers, LLC	400 N Dobys Bridge Rd	Fort Mill	SC	29715	(803) 547-4100
FM Toppers, LLC	1177 Stonecrest Blvd	Tega Cay	SC	29708	(803) 650-6333
Prairie Sioux Falls, LLC*	817 S. Minnesota Ave	Sioux Falls	SD	57104	(605) 275-8677
Cheesy Mafia LLC	2901 W. Berry St.	Fort Worth	TX	76109	(817) 207-0051
Smooth Money, LLC*	109 E College Ave	Appleton	WI	54911	(920) 730-7070
Perfect 10, LLC***	475 Chippewa Mall Dr, Suite 305	Chippewa Falls	WI	54729	(715) 720-2800

Smooth Money of DePere, LLC*	486 Main Ave.	DePere	WI	54115	(920) 339-9393
Perfect 10 EC West, LLC***	1616 N Clairemont	Eau Claire	WI	54703	(715) 552-1111
Andy & Caro's, Inc.	2159 Eastridge Center	Eau Claire	WI	54701	(715) 833-1111
MC Pizza LLC	383 W. Brown Deer Rd., Suite G	Fox Point	WI	53217	(414) 540-2222
TP Wisconsin LLC	5464 N. Port Washington Rd, Suite A1	Glendale	WI	53217	(414) 928-6969
Smooth Money, LLC*	2042 E Main St, Suite 103	Green Bay	WI	54302	(920) 432-3232
Smooth Money of Iowa, LLC*	131 S Military Ave	Green Bay	WI	54303	(920) 498-9999
TP Wisconsin LLC	7935 W Layton Ave	Greenfield	WI	53220	(414) 817-1799
MC Pizza LLC	2201 Humes Rd. Ste. 100	Janesville	WI	53545	(608) 743-4000
TP Kenosha, LLC	6500 75th St, #200	Kenosha	WI	53142	(262) 694-4100
PJD Investments, LLC	325 West Ave N	LaCrosse	WI	54601	(608) 788-8899
MC Pizza LLC	N 88 W 15515 Main St. Suite 184-3P-CU	Menomonee Falls	WI	530521	(262) 257-0707
Smooth Money of Iowa, LLC*	430 Third St.	Menasha	WI	54952	(920) 720-2121
Perfect 10, LLC***	406 Main St.	Menomonie	WI	54751	(715) 309-2800
PJD Investments, LLC	605 2nd Ave, Suite 150	Onalaska	WI	54650	(608) 779-7979
TP Racine North LLC	3841 E. Douglas Ave	Racine	WI	53402	(262) 456-2249
TP Racine East LLC	5502 Washington Ave, Suite 300	Racine	WI	53406	(262) 633-4444
J&R Ventures, LLC	1102 N 8th St.	Sheboygan	WI	53081	(920) 783-6655
TP Wisconsin LLC	2971 Chicago Ave	South Milwaukee	WI	53172	(414) 571-1200
The Dough Group, LLC	1214 Tower Ave, Suite A	Superior	WI	54880	(715) 718-2832
Hot Oven Pizzeria, LLC	1602 S. Church St	Watertown	WI	53089	(920) 538-10000
TP Waukesha East LLC	21461 E Moreland Blvd	Waukesha	WI	53186	(262)-432-0743
TP Waukesha North LLC	2450 Grandview Blvd., STE D	Waukesha	WI	53188	(262) 522-9222
MC Pizza LLC	12132 W Capitol Dr., Suite N	Wauwatosa	WI	53222	(414) 466-7777
TP Wisconsin LLC	1403 Miller Park Way, Unit A	West Milwaukee	WI	53214	(414) 643-8330

* Indicates a franchisee that is either an area developer or a subsidiary/affiliate of an area developer.

** Indicates a franchisee in which certain officers own a minority interest.

*** Indicates a franchisee in which certain officers hold an indirect minority interest.

FRANCHISEES WITH FRANCHISE AGREEMENTS SIGNED BUT RESTAURANT NOT YET OPEN
as of December 29, 2024

Franchisee	Restaurant Address	City	State	ZIP	Phone or Email
Gingertree, LLC	TBD	Ann Arbor	MI	TBD	248-238-6413
GBA Sauce LLC	3061 North Sharon Amity Road	Charlotte	NC	28205	917-870-3524
NCTP 332009 LLC	TBD	Greenville	NC	TBD	757-615-2929
MC Pizza LLC	TBD	Beloit	WI	TBD	920-723-1556
Das/Hoppe Family	TBD	Monona	WI	TBD	248-202-6094
TP West Allis LLC	TBD	West Allis	WI	TBD	414-334-5681

EXHIBIT C

FRANCHISEES WHO HAVE LEFT THE SYSTEM

FRANCHISEES WHO HAVE LEFT THE SYSTEM
AS OF DECEMBER 29, 2024
OR WHO HAVE NOT COMMUNICATED WITH US WITHIN 10 WEEKS OF
THE ISSUANCE DATE OF THE DISCLOSURE DOCUMENT

Franchisee	City	State	Last Known Phone No. or Email	Comments
Slice of Blaine LLC	Blaine	MN	763-210-2227	Sold location
Big 4 Holdings, LLC	Bloomington	MN	952-746-3200	Sold 5 locations
Big 4 Holdings, LLC	Plymouth	MN	763-559-5676	Closed location
JP Crowe, LLC	Omaha	NE	402-957-8752	Sold location
SDRR Dodge LLC	Omaha	NE	402-957-8752	Sold location
SDRR East LLC	Omaha	NE	402-957-8752	Sold location
SDRR, LLC	Omaha	NE	402-957-8752	Sold location
3358 Ventures, LLC	Fort Worth	TX	817-937-1475	Sold location
3358 Ventures, LLC	Fort Worth	TX	817-937-1475	Closed location
Andy & Caro's, Inc.	Eau Claire	WI	715-552-1111	Sold location
Big 4 Holdings LLC	Superior	WI	715-718-2832	Sold location
J&R Ventures	Kenosha	WI	262-694-4100	Sold 3 locations

If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

EXHIBIT D

TABLE OF CONTENTS FOR OPERATIONS MANUAL

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EXHIBIT E

FINANCIAL STATEMENTS

UNAUDITED FINANCIALS

Toppers Pizza LLC
For the Period Ended February 25th, 2025

	2025
CURRENT ASSETS	
Cash and cash equivalents	105,410
Accounts receivable	378,220
Inventories	-
Prepaid expenses	111,840
Total Current Assets	595,470
PROPERTY AND EQUIPMENT, NET	384,777
OTHER ASSETS	
Notes receivable	
Right to Use (ASC 842)	1,492,102
Due from affilated companies	6,855,364
Notes receivable from related party	-
Total Other Assets	8,347,466
Total Assets	9,327,713
CURRENT LIABILITIES	
Accounts payable	168,220
Accrued expenses	109,379
Accrued payroll	152,330
Gift card liability	40,296
Deferred revenues	155,135
Deferred franchise fees	15,125
Lease liability (ASC842)	13,702
Current maturities of long-term debt	-
Total current liabilities	654,187
LONG TERM LIABILITIES	
Long term debt	-
Lease Liability (ASC 842)	1,553,252
Due to related party	74,034
Deferred Franchise fees	320,734
Deferred Compensation	-
Total long-term liabilities	1,948,020
Total Liabilities	2,602,207
STOCKHOLDER'S EQUITY (DEFICIT)	
Members Equity	6,725,506
Total Stockholder's Equity (Deficit)	6,725,506
TOTAL LIABILITIES AND STOCKHOLDER'S EQUITY (DEFICI	9,327,713

THESE FINANCIAL STATEMENTS WERE PREPARED WITHOUT AN AUDIT. INVESTORS IN OR SELLERS OF FRANCHISES SHOULD BE ADVISED THAT NO CERTIFIED PUBLIC ACCOUNTANT HAS AUDITED THESE FIGURES OR EXPRESSED HIS OR HER OPINION WITH REGARD TO THEIR CONTENT OR FORM.

Toppers Pizza LLC
Statement of Revenue and Expenses
For the Period Ended February 25th, 2025

Revenue		
Royalty	556,157	53.8%
Franchise Fees	13,308	1.3%
Distribution Income	172,256	16.7%
Other Income	92,200	8.9%
Technology Fee	199,033	19.3%
Total Revenue	1,032,954	100.0%
Expenses		
Labor	471,705	45.7%
Taxes and Benefits	173,941	16.8%
Rent	18,876	1.8%
Occupancy Costs	22,189	2.1%
Accounting and Legal	58,379	5.7%
Franchise Advertising	26,000	2.5%
Repairs and Maintenance	3,591	0.3%
Travel & Meals	8,493	0.8%
Supplies	8,495	0.8%
Franchise Incentives	39,296	3.8%
Technology	69,266	6.7%
Miscellaneous	18,153	1.8%
Total Expenses	918,384	88.9%
Net Operating Income	114,570	11.1%
Other income	(593)	-0.1%
EBITDA	115,163	11.1%
Interest Expense	1,537	0.1%
Tax Expense	-	
Depreciation and Amortization	37,586	3.6%
Net Income	76,040	7.4%

AUDITED FINANCIALS

TOPPERS PIZZA LLC

Whitewater, Wisconsin

FINANCIAL STATEMENTS

Including Independent Auditor's Report

As of and for the years ended December 29, 2024, December 31, 2023 and January 1, 2023

QBCO SERVICE STRATEGY SOLUTIONS

ASSURANCE, LLC

TOPPERS PIZZA LLC

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INDEPENDENT AUDITOR'S REPORT

Members and Board of Directors
Toppers Pizza LLC
Whitewater, Wisconsin

Opinion

We have audited the accompanying financial statements of Toppers Pizza LLC (the Company), which comprise the balance sheets as of December 29, 2024, December 31, 2023 and January 1, 2023 and the related statements of operations, member's equity and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Company as of December 29, 2024, December 31, 2023 and January 1, 2023 and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

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

Responsibilities of Management for the Financial Statements

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

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

Auditor's Responsibility for the Audit of the Financial Statements

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

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

- Exercise professional judgment and maintain professional skepticism throughout the audit.

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.

- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.

- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

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

QBCo Assurance, LLC

Brookfield, Wisconsin
March 17, 2025

TOPPERS PIZZA LLC

BALANCE SHEETS

December 29, 2024, December 31, 2023 and January 1, 2023

	2024	2023	2022
ASSETS			
CURRENT ASSETS			
Cash and cash equivalents	$ 60,977	$ 25,353	23,954
Accounts receivable, net	292,626	271,804	799,531
Notes receivable - current	94,858	37,267	10,145
Prepaid expenses	192,181	306,887	203,198
Total current assets	640,642	641,311	1,036,828
PROPERTY AND EQUIPMENT, NET	399,362	426,637	390,310
OTHER ASSETS			
Software development costs, net	-	17,778	97,778
Right-of-use assets	1,492,102	1,517,585	1,539,348
Due (to) from affiliated companies, net	6,864,963	6,078,575	5,112,289
Total other assets	8,357,065	7,613,938	6,749,415
TOTAL ASSETS	$ 9,397,069	$ 8,681,886	$ 8,176,553
LIABILITIES AND MEMBER'S EQUITY			
CURRENT LIABILITIES			
Accounts payable	$ 454,712	$ 284,234	276,203
Bank overdraft	-	-	97,884
Operating lease liabilities, current portion	13,702	13,299	7,297
Accrued expenses	143,226	113,161	84,224
Accrued payroll	164,931	295,921	361,840
Deferred revenues	304,529	336,063	302,614
Total current liabilities	1,081,100	1,042,678	1,130,062
LONG-TERM LIABILITIES, net of current portion			
Deferred revenues	113,256	64,954	273,875
Operating lease liabilities	1,553,252	1,559,189	1,561,002
Total long-term liabilities	1,666,508	1,624,143	1,834,877
Total liabilities	2,747,608	2,666,821	2,964,939
MEMBER'S EQUITY	6,649,461	6,015,065	5,211,614
TOTAL LIABILITIES AND MEMBER'S EQUITY	$ 9,397,069	$ 8,681,886	$ 8,176,553

See accompanying notes to financial statements.

TOPPERS PIZZA LLC

STATEMENTS OF OPERATIONS

For the years ended December 29, 2024, December 31, 2023 and January 1, 2023

	2024	% of revenue	2023	% of revenue	2022	% of revenue
FRANCHISE REVENUE	$ 9,149,254	100%	$ 10,072,979	100%	$ 10,593,712	100%
GENERAL AND ADMINISTRATIVE EXPENSES						
Salares and wages	3,427,954	37.5	3,807,058	37.8	3,467,157	32.7
Payroll related	248,929	2.7	281,827	2.8	250,683	2.4
Occupancy costs	109,651	1.2	111,651	1.1	112,651	1.1
Advertising	2,744,449	30.0	3,196,753	31.7	3,429,721	32.4
Insurance	519,435	5.7	243,581	2.4	201,201	1.9
Professional fees	724,061	7.9	498,436	4.9	550,661	5.2
Other operating expenses	466,266	5.1	380,402	3.8	329,727	3.1
Total general and administrative expenses	8,240,745	90.1	8,519,708	84.6	8,341,801	78.7
Operating income before depreciation and amortization	908,509	9.9	1,553,271	15.4	2,251,911	21.3
DEPRECIATION AND AMORTIZATION	247,659	2.7	255,578	2.5	250,162	2.4
Operating income	660,850	7.2	1,297,693	12.9	2,001,749	18.9
OTHER INCOME (EXPENSE)						
Interest expense	(28,693)	(0.3)	(15,504)	(0.2)	(2,332)	(0.0)
Other income (expense)	2,239	0.0	(58,923)	(0.6)	20,697	0.2
Net other income (expense)	(26,454)	(0.3)	(74,427)	(0.8)	18,365	0.2
NET INCOME	$ 634,396	6.9	$ 1,223,266	12.1	$ 2,020,114	19.1

See accompanying notes to financial statements.

TOPPERS PIZZA LLC

STATEMENTS OF MEMBER'S EQUITY

For the years ended December 29, 2024, December 31, 2023 and January 1, 2023

	Total member's equity
BALANCES, JANUARY 2, 2022	$ 5,025,846
Net income	2,020,114
Distributions	(1,834,346)
BALANCES, JANUARY 1, 2023	$ 5,211,614
Net income	1,223,266
Distributions	(419,815)
BALANCES, DECEMBER 31, 2023	$ 6,015,065
Net income	634,396
Distributions	-
BALANCES, DECEMBER 29, 2024	$ 6,649,461

See accompanying notes to financial statements.

TOPPERS PIZZA LLC

STATEMENTS OF CASH FLOWS

For the years ended December 29, 2024, December 31, 2023 and January 1, 2023

	2024	2023	2022
CASH FLOWS FROM OPERATING ACTIVITIES			
Net income	$ 634,396	$ 1,223,266	$ 2,020,114
Adjustments to reconcile net income to net cash flows provided by operating activities:			
Depreciation and amortization	247,659	255,578	250,162
Amortization of right-of-use assets	109,651	111,651	118,951
Note receivable written off	20,840	-	-
Changes in assets and liabilities:			
Accounts receivable	(20,822)	527,727	(29,199)
Prepaid expenses	114,706	(103,689)	(99,085)
Accounts payable	170,478	8,031	(28,153)
Accrued expenses	30,065	28,937	(222,763)
Accrued payroll	(130,990)	(65,919)	(161,242)
Deferred revenues	16,768	(175,472)	17,517
Operating lease liabilities	(89,702)	(85,699)	(90,000)
Net cash flows provided by operating activities	1,103,049	1,724,411	1,776,302
CASH FLOWS FROM INVESTING ACTIVITIES			
Capital expenditures	(202,606)	(211,905)	(269,608)
Issuance of notes receivable	(78,431)	(27,122)	-
Collections on notes receivable	-	-	6,138
Increase in due from affiliated companies	(786,388)	(966,286)	(574,671)
Net cash flows used in investing activities	(1,067,425)	(1,205,313)	(838,141)
CASH FLOWS FROM FINANCING ACTIVITIES			
Principal payments on long-term debt	-	-	(28,766)
Bank overdraft	-	(97,884)	97,884
Member distributions	-	(419,815)	(1,834,346)
Net cash flows used in financing activities	-	(517,699)	(1,765,228)
Net change in cash and cash equivalents	35,624	1,399	(827,067)
Cash and cash equivalents-beginning of year	25,353	23,954	851,021
Cash and cash equivalents-end of year	$ 60,977	$ 25,353	$ 23,954
SUPPLEMENTAL CASH FLOW INFORMATION DISCLOSURES			
Cash paid for interest	$ 28,693	$ 15,504	$ 2,332
NONCASH INVESTING AND FINANCING ACTIVITIES			
Right-of-use assets and operating lease liabilities recorded	$ 84,168	$ 89,888	$ 1,658,299

See accompanying notes to financial statements.

NOTE 1 - Summary of Significant Accounting Policies

Nature of Operations

Toppers Pizza, Inc. converted from a corporation to a limited liability company effective October 7, 2021. Toppers Pizza LLC (the company) enters into franchise agreements for the use of its trade name, "Toppers Pizza". The company's royalties are based on a percentage of each franchisee's gross receipts.

Fiscal Year

The company uses a 52/53 week year for financial reporting and income tax purposes. The years ended December 29, 2024, December 31, 2023 and January 1, 2023 consisted of 52 weeks. Within the body of the financial statements, years ended December 29, 2024, December 31, 2023 and January 1, 2023 will be referred to as 2024, 2023, and 2022, respectively.

Cash and Cash Equivalents

The company defines cash and cash equivalents as highly liquid, short-term investments with a maturity at the date of acquisition of three months or less.

Estimates

The preparation of 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 financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Accounts Receivable and Notes Receivable

The company carries its accounts receivable at cost less an allowance for doubtful accounts in accordance with ASU 2016-13, Measurement of Credit Losses on Financial Instruments ("CECL"). CECL requires the company to present financial assets measured at amortized cost (including contract receivables and contract assets) at the net amount expected to be collected over their remaining contractual lives. Estimated credit losses are based on relevant information about historical experience, current conditions, and reasonable and supportable forecasts that affect the collectibility of the reported amounts. No allowance for doubtful accounts was deemed necessary.

The company charges interest on past due franchisee accounts. A receivable is considered past due after 30 days. At that time communication regarding account status with the customer is increased.

Property and Equipment

Property and equipment are stated at cost. Major expenditures for property and equipment are capitalized. Maintenance, repairs, and minor renewals are expensed as incurred. When assets are retired or otherwise disposed of, their costs and related accumulated depreciation are removed from the accounts and resulting gains or losses are included in income.

Property and equipment are depreciated using the straight-line method over their estimated useful lives.

NOTE 1 - Summary of Significant Accounting Policies (cont.)

Capitalized Software Development Costs

The company developed a point-of-sale external-use software that it hosts and sells to its franchisees. The company accounts for the capitalized software development costs in accordance with the Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 985-20, Costs of Software to Be Sold, Leased or Marketed. Software development costs incurred in conjunction with product development are charged to research and development expense until technological feasibility is established. Thereafter, until the product is released for sale, software development costs are capitalized and reported at the net realizable value of the related product. Upon product release, the amortization of software development costs is determined annually as the greater of the amount computed using the ratio of current gross revenues for the products to their total of current and anticipated future gross revenues or the straight-line method over the estimated economic life of the products, expected to be three years. See Note 4 for additional information related to software development costs.

Impairment of Long-Lived Assets

In accordance with FASB Accounting for the Impairment or Disposal of Long-Lived Assets, the company reviews long-lived assets, including property and equipment and intangible assets, for impairment whenever events or changes in business circumstances indicate that the carrying amount of an asset may not be fully recoverable. An impairment loss would be recognized when the estimated future cash flows from the use of the asset are less than the carrying amount of that asset. To date, there have been no such losses.

Amounts Due (To) From Affiliated Companies

In accordance with FASB accounting for impairment of a loan to creditors, the company evaluates the carrying values of amounts due from affiliated companies on an individual creditor basis. On an annual basis, management reviews its amounts due from affiliated companies for recoverability when events or circumstances, including the nonreceipt of current amounts due, significant or continued deteriorations of the financial condition of the creditor, and significant adverse changes in general economic conditions indicate that the carrying amounts of the amount due from the affiliated company may not be recoverable. If necessary, an impairment is measured as the amount by which the carrying amount exceeds the discounted cash flows expected to be received or, if foreclosure is probable, the fair value of the collateral securing the amount due from the affiliated company.

NOTE 1 - Summary of Significant Accounting Policies (cont.)

Revenue Recognition

Franchise Agreements and Area Development Agreements

When an individual franchise is sold, the company grants the franchisee a license to own and operate a franchised restaurant. As part of this license, the company agrees to provide certain services to the franchisee. Generally these services include assistance in site selection, training personnel, implementation of an accounting system, design of a quality control program, and marketing. In addition, the company offers exclusive franchise rights, to a negotiated market area, through an area development agreement. There are no separate area development fees, however, the franchisee is required to prepay a portion of the initial franchise fees related to the future restaurants included in the area development agreement.

When a franchise agreement is executed, the company, as a franchisor, charges an initial franchise fee for use of the franchise license. Once the store is operational, the company receives an ongoing franchise royalty fee, technology fee, and advertising fund fee, which are based on a percentage of franchisee's weekly sales. The company also recognizes administrative fees for services related to the franchisees' advertising and online ordering activity. The company also recognizes revenue from vendor rebates, which are received based on product purchases made by the franchisees. Following is a summary of the revenue from all of the above sources:

	2024	2023	2022
Initial franchise fees	$ 142,917	183,313	158,365
Vendor rebates	1,106,789	1,118,132	1,095,593
Technology fees	1,289,890	1,378,437	1,432,093
Advertising fund fees (Note 9)	2,203,397	2,621,797	2,811,130
Administration fees	637,258	686,437	773,487
Ongoing franchise royalties	3,769,003	4,084,863	4,323,044
Total	$ 9,149,254	$ 10,072,979	$ 10,593,712

Revenue Recognition Policies

Upon adoption of Accounting Standards Codification (ASC) 606, Revenue from Contracts with Customers, the company modified their revenue recognition policy related to the initial franchise fee. The company determined the performance obligation of the initial franchise fee is the use and benefit of the franchise license, which occurs over the period the franchised restaurant is in operation, not when the restaurant opens. The company may provide pre-opening services to franchisees, however, the company has determined these services do not contain separate and distinct performance obligations from the franchise right; thus, a portion of the franchise fee has not been allocated to these services.

The company has determined the revenue recognition period for the initial franchise fee begins when the restaurant commences operation. As a result, the company continues to defer the initial franchise fee until the restaurant commences operation, and then recognizes the initial franchise fee evenly over the average life of the franchisee, which the company has determined to be ten years as of December 29, 2024, December 31, 2023 and January 1, 2023.

NOTE 1 - Summary of Significant Accounting Policies (cont.)

Revenue Recognition Policies (cont.)

Since ongoing franchise royalty fees, technology fees, and advertising fund fees are based on actual restaurant sales, the fees will fluctuate on a weekly basis, and are considered variable consideration. ASC 606 requires variable consideration to be estimated with the exception of sales-based royalties related to licenses of intellectual property. As such, royalty fees, technology fees, and advertising fund fees are recognized when franchisee sales occur.

The company's accounting policy for vendor rebates, technology fees, and administrative fees did not change as a result of adopting the new standard. The company modified how revenue is reported for advertising fund contributions (see Note 9).

Advertising

The company expenses advertising costs as incurred. Advertising expenses incurred for the years ended December 29, 2024, December 31, 2023 and January 1, 2023 were $2,744,449, $3,196,753 and $3,429,721, respectively. (See Note 9)

Leases

The company follows FASB ASU No. 2016-02, Leases (ASC 842) for its accounting for leases. Under ASC 842, the company determines if a contract is a lease at inception. Right-of-use (ROU) assets and lease liabilities are recognized at commencement date based upon the present value of the remaining lease payments over the lease term either as financing or operating leases, with classification affecting the pattern of expense recognition. The present value of lease payments is discounted based on the company’s incremental borrowing rate. Short-term leases with a term of 12 months or less are not required to be recognized.

ROU assets are measured based upon the corresponding lease liability adjusted for (i) payments made to the lessor at or before the commencement date, (ii) initial direct costs incurred and (iii) tenant incentives under the lease. Options to renew or terminate the lease are recognized as part of the lease ROU asset and lease liability when it is certain the options will be exercised. Consideration is not allocated between lease and non-lease components, such as maintenance costs as no election has been made to separate lease and non-lease components for any leases. Lease expense for fixed payments is recognized on a straight-line basis over the lease term. Variable lease payments for real estate taxes, insurance, maintenance, and utilities, which are generally based on the pro rata share of the total property, are not included in the measurement of the lease ROU assets or lease liabilities and are expensed as incurred.

Income Taxes

The company, with the consent of its members, has elected to be taxed under the section of federal and state income tax law which provides that, in lieu of corporate income taxes, the members separately account for their pro rata shares of the company's items of income, deductions, losses and credits. As a result of this election, no income taxes have been recognized in the accompanying financial statements.

NOTE 2 - Notes Receivable

Notes receivable consists of various notes receivable all due in less than one year totaling $94,858, $37,267 and $10,145 as of December 29, 2024, December 31, 2023 and January 1, 2023, respectively.

NOTE 3 - Property and Equipment

The major categories of property and equipment at December 29, 2024, December 31, 2023 and January 1, 2023 are summarized as follows:

	Depreciable lives	2024	2023	2022
Leasehold improvements	5-15 yrs. *	$ 372,256	$ 368,869	$ 364,839
Office equipment	5-10 yrs.	913,312	714,093	506,217
Vehicles	5-7 yrs.	23,997	23,997	23,997
Property and equipment, at cost		1,309,565	1,106,959	895,053
less: Accumulated depreciation		(910,203)	(680,322)	(504,743)
Net property and equipment		$ 399,362	$ 426,637	$ 390,310

* The shorter of the lease term or the assets useful life.

Depreciation expense was $229,881, $175,578, and $105,836 for the years ended December 29, 2024, December 31, 2023 and January 1, 2023, respectively.

NOTE 4 - Software Development Costs, net

Capitalized software development costs are amortized on an annual basis based on the greater of: 1) the ratio that current gross revenues for a product bear to the total of current and anticipated future gross revenues for that product or 2) the straight-line method over the remaining estimated economic life of the product.

The software development was placed in service at the end of April 2018. Software development costs as of December 29, 2024, December 31, 2023 and January 1, 2023 are summarized as follows:

	2024	2023	2022
Software development costs	$ 2,415,223	$ 2,415,223	$ 2,415,223
Less: accumulated amortization	(2,415,223)	(2,397,445)	(2,317,445)
Net software development costs	$ -	$ 17,778	$ 97,778

Amortization expense for software development costs was $17,778, $80,000, and $142,811 for the years ended December 29, 2024, December 31, 2023, and January 1, 2023, respectively.

NOTE 5 - Long-Term Debt

To bank, guaranteed by US Small Business Administration, dated July 17, 2013, for $133,704. The total proceeds from this note were utilized by the company and a related party, Pizza People LLC and was borrowed jointly with the related party. The note was collateralized by all of the company's assets and the stockholder's personal guarantee. The note was paid in full during 2022.

Long-term debt interest charged to expense was $0, $0 and $2,332 for the years ended December 29, 2024, December 31, 2023 and January 1, 2023, respectively.

Debt Issuance Costs

In accordance with FASB accounting for the presentation of debt issuance costs, the company presents long-term debt issuance costs as a direct reduction of its long-term debt. The company amortizes long-term debt Issuance costs to amortization expense using the straight-line method over the term of the associated debt.

Amortization expense on debt issuance costs was $0, $0 and $1,514 for the years ended December 29, 2024, December 31, 2023 and January 1, 2023.

NOTE 6 - Operating Leases

As shown in Note 8, the company leases office space from a related party under an escalating payments lease agreement that expires May 2031. Operating lease expense was $109,651, $111,651 and $112,651 for the years ended December 29, 2024, December 31, 2023 and January 1, 2023, respectively.

The company recorded operating lease costs as follows during the year ended December 29, 2024:

Operating lease cost (cost resulting from lease payments)	$	99,000
Variable lease cost (cost excluded from lease payments)		10,651
Total operating lease costs- 2024	$	109,651

Weighted averages	
Weighted average remaining lease term - operating leases	23.8 years
Weighted average discount rate - operating leases	7.06%

The future undiscounted annual cash flows of the operating lease liabilities recorded as of December 29, 2024 are as follows:

2025	$	99,000
2026		99,000
2027		99,000
2028		102,300
2029		108,900
Thereafter		2,381,825
Total undiscounted cash flows	$	2,890,025
Discount rate effect		(1,323,071)
Operating lease liabilities at December 29, 2024	$	1,566,954

NOTE 7 - Concentrations and Commitments

Cash Balance

Interest bearing cash balances are insured up to $250,000 per bank by the Federal Deposit Insurance Corporation (FDIC). The company maintains its cash balances at various financial institutions, which at times may exceed federally insured limits. However, the company has not experienced any losses in such accounts and believes it is not exposed to significant risk .

Cheese Purchases

To protect against fluctuations in the commodity price of cheese, the company has established monthly cheese purchase commitment contracts. These contracts establish a fixed price per pound, up to the contracted pounds of cheese. The committed pounds of cheese range from 100,000 to 200,000 pounds per month. As of December 29, 2024 the company was under commitment to purchase 560,000 pounds of cheese at a price of $1,022,000.

NOTE 8 - Related Party Transactions

The company has several transactions with entities affiliated to the company through common ownership. The company receives franchise revenue and a management fee from Pizza People LLC and JT23 Pizza LLC, which operate several Toppers Pizza franchises. The company pays rental expense to Toppers Properties LLC, which owns the office space the company occupies. See Note 10 of these financial statements for additional information regarding related parties.

The following is a summary of significant transactions with affiliates during 2024, 2023, and 2022 and balances as of December 29, 2024, December 31, 2023, and January 1, 2023:

	2024	2023	2022
Transactions with Toppers Properties LLC			
Expenses			
Rental expense	$ 109,651	$ 111,651	$ 112,651
Assets			
Due from affiliated companies	$ 264,587	$ 264,587	$ 277,983
Transactions with Pizza People LLC			
Revenues			
Royalty income	$ 887,012	$ 1,325,511	$ 1,393,878
Technology fee income	248,147	364,842	386,006
Advertising fund fee income	486,244	795,552	836,394
Management fee income	2,443	42,068	137,970
Total revenues	$ 1,623,846	$ 2,527,973	$ 2,754,248
Assets			
Accounts receivable	$ 14,256	$ 118,832	$ 41,280
Due from affiliated companies	6,674,410	5,783,455	4,907,761
Total assets	$ 6,688,666	$ 5,902,287	$ 4,949,041
Transactions with JT23 Pizza LLC			
Revenues			
Royalty income	$ 200,545	$ 224,723	$ 237,229
Technology fee income	59,192	64,705	67,064
Advertising fund fee income	109,808	134,867	142,355
Total revenues	$ 369,545	$ 424,295	$ 446,648
Assets			
Accounts receivable	$ 3,246	$ 5,095	$ 5,999
Due (to) from affiliated companies	(74,034)	30,533	(73,455)
Total assets	$ (70,788)	$ 35,628	$ (67,456)

NOTE 8 - Related Party Transactions (cont.)

See Note 9 for additional information regarding related party transactions through the company's Advertising Fund.

As of December 29, 2024, December 31, 2023 and January 1, 2023, the annual activities related to the net due (to) from affiliated companies are as follows:

	2024	2023	2022
Due from affiliated companies, net beginning of year	$ 6,078,575	$ 5,112,289	$ 4,537,618
Advances	5,461,684	3,530,738	2,908,580
Payments received	(4,675,296)	(2,564,452)	(2,333,909)
Due from affiliated companies, net - end of year	$ 6,864,963	$ 6,078,575	$ 5,112,289

NOTE 9 - Advertising Fund

The company has the right to collect an advertising fee as a percentage of gross sales, not to exceed 5.0%, from each franchisee as a result of their franchise agreement. The advertising fee was 3% for the year ended December 29, 2024 and 3.3% for the years ended December 31, 2023 and January 1, 2023. The company is the administrator of the advertising fund (ad fund). The ad fund develops, initiates and executes marketing programs as described under the company's Franchise Disclosure Document (FDD). The ad fund is not a separate legal entity.

NOTE 10 - Variable Interest Entities

The company follows FASB guidance on the accounting for Variable Interest Entities (VIEs). FASB issued ASU No. 2018-17, *Targeted Improvements to Related Party Guidance for Variable Interest Entities* , which allows a private company to elect to not apply previous VIE guidance to legal entities under common control (including common control leasing arrangements) if both the parent and the legal entity being evaluated for consolidation are not public business entities. This alternative provides an accounting policy election that a private company must apply to all current and future legal entities under common control that meet the criteria for applying this alternative. As permitted by the standard, the company has not consolidated its VIEs (Toppers Pizza Holdings LLC; Toppers Properties LLC; Pizza People LLC; and JT23 Pizza LLC) with the company.

NOTE 11 - Retirement Plan

During 2006, Toppers Pizza LLC established a 401(k) retirement plan for substantially all full-time employees. Employees who are at least 21 years old, have worked at least one year, and average 1,000 hours or more per year are eligible to participate in the plan. Company contributions to the 401(k) plan, which are made at the discretion of management, totaled $140,003, $126,815 and $112,779 for the years ended December 29, 2024, December 31,2023, and January 1, 2023, respectively.

NOTE 12 - Subsequent Events

The company has evaluated all subsequent events through March 17, 2025, the date that the financial statements were available to be issued, for events requiring recording or disclosure in the company's financial statements. There were no subsequent events, occurring outside the normal course of business, noted during this time period.

EXHIBIT F

FRANCHISE AGREEMENT

TOPPERS PIZZA LLC

FRANCHISE AGREEMENT

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TOPPERS PIZZA LLC

FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT (the "Agreement") is entered into and made effective as of the date of the Company's signature on the signature page (the "Effective Date"), by and between TOPPERS PIZZA LLC, a Wisconsin limited liability company (the company") and _____, a _____ ("Franchisee").

RECITALS

A. The Company has developed a system (the "System") for the establishment, development, and operation of pizza restaurants (the "Restaurants") operating under trademarks, service marks, logos, and other commercial symbols, including without limitation, the Toppers Pizza® trademarks (the "Trademarks"). The System emphasizes convenience for on-premises consumption, carry-out, and delivery of pizza, breadsticks, food items Company designates, and other pizza-related products and services approved by the Company, all prepared in accordance with specified recipes and procedures, Proprietary Products, Confidential Information, and/or special packaging and marketing techniques. The Restaurants feature certain distinctive features, accessories and color schemes, special recipes and menu items (including proprietary products and ingredients), uniform systems, procedures, methods, standards, specifications, inventory lists, marketing and advertising programs, operating methods, financial control concepts, training methods and teaching techniques.

B. Franchisee desires to obtain a franchise and license to use the Company's System and Trademarks in conjunction with the operation of one (1) "Toppers Pizza" restaurant (the "Restaurant"), and the Company desires to grant to Franchisee a franchise and license in accordance with the terms and conditions of this Agreement, and the Operations Manual (as defined below) pertaining to the franchise.

AGREEMENT

NOW, THEREFORE, the parties, in consideration of the promises, undertakings, and commitments set forth in this Agreement, agree as follows:

1. GRANT OF FRANCHISE AND LICENSE

1.1 Grant of Franchise and License.

1.1.1 The Company hereby grants to Franchisee and Franchisee hereby accepts, a license to use and display the Trademarks, and the right to use the System, in connection with the operation of one (1) Restaurant at, and only at, the Location described below upon the terms and subject to the provisions of this Agreement and all ancillary documents thereto, during the Term of this Agreement.

1.1.2 The Company's grant of a franchise and license to use the Company's System and Trademarks is conditioned upon: (i) the Company's written acknowledgment that the Restaurant conforms in all material respects to the System, (ii) the Company's

written acknowledgment that Franchisee has completed the training specified in Section 8.2 below, to the satisfaction of the Company, and (iii) the Company's written approval of all product suppliers and product specifications described in Section 7.1 below.

1.2 Corporation, Limited Liability Company, or Partnership. If Franchisee is at any time a corporation, limited liability company, or partnership (each, an "Entity"), Franchisee agrees and represents that: Franchisee will have the authority to execute, deliver, and perform its obligations under this Agreement and all related agreements and are duly organized or formed and are and will, throughout this Agreement's Term, remain validly existing and in good standing under the laws of the state of Franchisee's incorporation or formation;

1.2.2 Franchisee's organizational documents, operating agreement, or partnership agreement, as applicable, will recite that this Agreement restricts the issuance and transfer of any ownership interests in Franchisee, and all certificates and other documents representing ownership interests in Franchisee will bear a legend referring to this Agreement's restrictions;

1.2.3 Exhibit A to this Agreement completely and accurately describes all of Franchisee's owners and their interests in Franchisee as of the Effective Date;

1.2.4 Each of Franchisee's direct and indirect owners during this Agreement's Term and their spouses will execute a guaranty in the form Company prescribes undertaking personally to be bound, jointly and severally, by all provisions of this Agreement and any ancillary agreements between Franchisee and Company. Company's current form of guaranty is attached hereto as Exhibit E. Company confirms that a spouse who signs Exhibit E solely in his or her capacity as a spouse (and not as an owner) is signing that agreement merely to acknowledge and consent to the execution of the guaranty by his or her spouse and to bind the assets of the marital estate as described therein and for no other purpose (including, without limitation, to bind the spouse's own separate property). Subject to Company's rights and Franchisee's obligations under Section 9, Franchisee and its owners agree to sign and deliver to Company a revised Exhibit A to reflect any permitted changes in the information that Exhibit A now contains;

1.2.5 Franchisee must identify on Exhibit A one of its owners who is a natural person with at least 10% ownership interest and voting power in Franchisee and who will have the authority of a chief executive officer (the "Managing Partner"). Franchisee agrees to deliver to the Company a revised Exhibit A to accurately identify the Managing Partner should the identity of that person change during the Term of this Agreement as permitted hereunder; *provided, however*, Franchisee must obtain Company's prior written consent to change the identity of the Managing Partner, and failure to obtain the Company's prior written consent will be deemed a default of this Agreement giving rise to the Company's ability to terminate this Agreement immediately upon notice. Notwithstanding the foregoing, if the Restaurant has not yet opened for business, and the Managing Partner is unable to continue to serve as Managing Partner, the Company reserves the right to terminate this Agreement immediately upon notice.

1.2.6 The Managing Partner is authorized, on Franchisee's behalf, to deal with Company in all matters whatsoever which may arise with regard to this Agreement. Any decision made by the Managing Partner will be final and binding upon Franchisee, and Company will be entitled to rely solely upon the decision of the Managing Partner in any such dealings without the necessity of any discussions with any other party named in this Agreement. Company will not be held liable for any actions taken by Franchisee, based upon any decision or actions of the Managing Partner.

1.3 Minimum Liquidity and Government Programs. Franchisee will, at all times, maintain sufficient working capital reserves as necessary and appropriate to comply with Franchisee's obligations under this Agreement. On the Company's request, Franchisee will provide the Company with evidence of working capital availability. The Company reserves the right, from time to time, to establish certain levels of working capital reserves, and Franchisee will comply with such requirements. The Company may from time to time designate the maximum amount of debt that Restaurants may service, and Franchisee will comply with such limits. In addition, Franchisee agrees to apply for and diligently pursue any government-issued, government-sponsored, or governmental-guaranteed grants, non-recourse loans, and/or bailouts for which Franchisee qualifies and that are made available to small businesses as an economic stimulus.

2. FRANCHISED RESTAURANT

2.1 Franchised Restaurant.

2.1.1 The Restaurant shall be located within the search area identified on Exhibit F (the "Search Area") at a location selected by Franchisee and accepted by the Company, in the Company's sole discretion, provided that the location must be at least one (1) mile from the boundary edge of the Search Area. Franchisee agrees to use Company's designated real estate broker to locate a site for the Restaurant. The location of the Restaurant selected by Franchisee and accepted by the Company is referred to in this Agreement as the "Location." When the Location has been selected, the address of the Location will be added to and made a part of this Agreement as Exhibit D.

2.1.2 Following the execution of this Agreement, Franchisee shall select a proposed Location in the Search Area that meets the Company's then-current standards and specifications, as determined by the Company in the Company's sole subjective discretion, provided however, Franchisee shall not enter into any lease or purchase agreement for that proposed Location unless Franchisee has first (i) notified the Company in writing of the proposed Location and provided the Company with all information the Company may request concerning the proposed Location, and (ii) received the Company's written acceptance of the proposed Location, which Franchisee must obtain within 90 days after the Effective Date (the "Location Acceptance Deadline").

Franchisee shall acquire possession of a Location acceptable to the Company by signing a purchase agreement or approved lease within 180 days after the Effective Date (the "Location Acquisition Deadline"). If Franchisee fails to so purchase or lease the Location on or before the Location Acquisition Deadline, the Company shall have the right to terminate this Agreement in accordance with the provisions of Section 11.

The Company's recommendation of a location for the Restaurant indicates only that the Company believes that the location meets its then-acceptable criteria which have been established for the Company's own purposes. Applying criteria that have appeared effective with other locations and premises might not accurately reflect the potential for all locations, and demographic or other factors included in or excluded from the Company's criteria could change, even after the Company's acceptance of the Location or Franchisee's development of the Restaurant, altering the potential of a location and premises. Franchisee acknowledges and agrees that its acceptance of the franchise and selection of the Location are based on its own independent investigation of the location's suitability for the Location.

2.1.3 Location. If the Location is leased to Franchisee:

2.1.3.1 The lease shall be subject to the Company's prior acceptance. A true and correct copy of the proposed lease shall be delivered to the Company prior to Franchisee's execution thereof. If the proposed lease is not acceptable to the Company, Franchisee must either re-negotiate the proposed lease or negotiate a new lease for an alternate proposed Location. Following acceptance by the Company, and execution by Franchisee, Franchisee shall promptly deliver to the Company a fully executed copy of Franchisee's lease.

2.1.3.2 Franchisee shall duly and timely perform all of the terms, conditions, covenants and obligations imposed upon Franchisee under the lease.

2.1.3.3 As a condition of its acceptance of any proposed lease but not by way of limitation, the Company requires that the Lease Addendum attached hereto as Exhibit C, be (i) executed by Franchisee and the Location's landlord, and (ii) attached to and made a part of the lease.

2.1.3.4 The lease shall provide such other lease terms as the Company deems necessary for the benefit of the Company and the System.

2.1.3.5 Franchisee shall, promptly upon receipt from the landlord or its agent, provide the Company a complete copy of any notice of default, non-renewal, termination, relocation, or other notice regarding Franchisee's operation or tenancy under the lease.

2.2 Territorial Rights.

2.2.1 The license granted to Franchisee under this Agreement is nonexclusive and the Company expressly reserves the exclusive, unrestricted right, in its sole and absolute discretion, directly and indirectly, through its employees, affiliates, representatives, franchisees, assigns, agents and others:

2.2.1.1 to own or operate, and to franchise or license to others (which may include its affiliates and joint ventures in which the Company or its affiliates are participants) the right to own or operate "Toppers Pizza" Restaurants, and

restaurants operating under names other than "Toppers Pizza," at any location, and of any type or category whatsoever, *provided, however*, in no event will the Company operate, or franchise or license others to operate, a "Toppers Pizza" Restaurant located within the Protected Area. Unless otherwise indicated on Exhibit D (or if Exhibit D is left blank), for the purposes of this Agreement, the "Protected Area" is that area within a circle having the Location at its center and a radius of one-half (0.5) mile, provided there are at least thirty thousand (30,000) households located within such area (as measured by a mutually acceptable third party) or, if there are fewer than thirty thousand (30,000) households in such area as of the Effective Date, then the radius of the circle shall be extended by one-eighth mile increments until there are either (i) thirty thousand (30,000) households in the area, or the area has a radius of one (1) mile. Franchisee acknowledges and agrees that in no event will the Protected Area exceed the boundaries of the Search Area;

2.2.1.2 to produce, license, distribute and market "Toppers Pizza" brand named products, including food and beverage products, clothing, souvenirs and novelty items, through any outlet whether or not operating under the "Toppers Pizza" name, including grocery stores and convenience stores (regardless of their proximity to the Location of the Restaurant opened pursuant to this Agreement), and through any distribution channel, at wholesale or retail, and/or by means of mail order catalogs, the Internet, direct mail advertising, and other distribution methods, and at a Special Venue Restaurant. A "Special Venue Restaurant" is (1) any kiosk, mobile facility or similar location or type of operation which, because of its inherent operational limitations, is required to offer a limited menu or have a materially different operating format as compared to a traditional Toppers Pizza Restaurant, (2) any location in which foodservice is or may be provided by a master concessionaire, and (3) any location which is situated within or as part of a larger venue or facility and, as a result, is likely to draw the predominance of its customers from those persons who are using or attending events in the larger venue or facility (for example, shopping malls, colleges/universities, convention centers, airports, hotels, sports facilities, theme parks, hospitals, transportation facilities, convenience stores, and other similar captive market locations);

2.2.1.3 to acquire, or be acquired by, (whether through acquisition of assets or ownership interests, regardless of the form of transaction), a business providing products and services similar to those provided at Restaurants, even if such business operates, franchises and/or licenses competitive businesses in the Protected Area; and

2.2.1.4 to engage in all other activities not expressly prohibited by this Agreement.

2.2.2 The Company will establish a delivery area for Franchisee (the "Delivery Area") outside of which Franchisee may not offer delivery service. Franchisee will at all times during approved hours of operation offer delivery service to all customers located within the Delivery Area. The Company shall have the right to prescribe from time to time adjustments, modifications, and changes to the boundaries of the Delivery Area to account

for, among other things, changing market conditions, population changes and other relevant considerations, including but not limited to the existence of Special Venue Restaurants. Franchisee acknowledges that the Delivery Area may be different than the Protected Area.

2.2.3 Without limiting any other provisions of this Agreement, the Company, affiliates of the Company, entities under common ownership with the Company or franchisees or licensees of the Company may own and operate other food service or dining facilities, or deliver food and beverage products under any mark other than the "Toppers Pizza" trademark, at any location or in any area, including, but not limited to the Delivery Area and the Protected Area.

2.3 Construction, Renovation, and Opening.

2.3.1 After Franchisee signs a lease for or closes its acquisition of the Location, Franchisee shall, at Franchisee's sole cost and expense, begin the construction, and equipping of the Restaurant at the Location in accordance with the Company's standards then in effect for new "Toppers Pizza" restaurants. Subject to the conditions of this Agreement, Franchisee must open the Restaurant within 180 days after Franchisee signs a lease or acquires the Location (the "Opening Deadline").

Notwithstanding the foregoing, Franchisee may not open the Restaurant until:

2.3.1.1 the Company notifies Franchisee in writing that the Restaurant meets the Company's standards and specifications (although the Company's acceptance is not a representation or warranty, express or implied, that the Restaurant complies with any engineering, licensing, environmental, labor, health, building, fire, sanitation, occupational, landlord's, insurance, safety, tax, governmental, or other statutes, laws, ordinances, rules, regulations, requirements, or recommendations, nor is the Company's acceptance a waiver of the Company's right to require continuing compliance with the Company's requirements, standards, or policies);

2.3.1.2 Franchisee (or its owners), the Restaurant Manager (defined in Section 7.2.2.), or the Managing Partner, as applicable, satisfactorily complete the Initial Training (described in Section 8.2);

2.3.1.3 Franchisee pays the Initial Fee (described in Section 4.1) and all other amounts then due to the Company;

2.3.1.4 Franchisee obtains all required insurance policies (as described in Section 7.5);

2.3.1.5 Franchisee obtains all required supplies and opening inventory for the Restaurant;

2.3.1.6 Franchisee obtains all customary contractors' sworn statements and partial and final waivers of lien for construction, remodeling, decorating and installation services; and

2.3.1.7 Franchisee meets all regulatory requirements, including all state and local professional regulations.

The date that the Restaurant first opens for business shall be referred to herein as the "Opening Date."

2.3.2 Prior to the renovation or construction of the Restaurant and Location, the Company shall provide Franchisee with copies of the Company's specifications for the design and layout of the Restaurant and required fixtures, equipment, furnishings, decor, and signs. Franchisee shall, in all respects, comply with all of Company's specifications for the design and layout of the Restaurant and required fixtures, equipment, furnishings, decor, and signs. Franchisee shall employ architects and general contractors of its own selection, and at its sole cost and expense, to prepare such architectural, engineering and construction drawings and site plans, and to obtain all permits and approvals, required to construct, remodel, renovate, and/or equip the Restaurant and Location. All such plans shall be submitted to the Company for its prior review and acceptance before Franchisee's commencement of construction. If the Company accepts Franchisee's plans, Franchisee shall start construction in accordance with the provisions of this Section 2.3.2. If the Company does not accept Franchisee's plans, Franchisee must revise its plans and re-submit the revised plans to comply for acceptance. When completed, the Restaurant and Location shall in all respect comply with the Company's specifications for the Restaurant.

2.3.3 The Company shall have the right at all times to inspect and examine the Location and any fixtures, signs, furnishings and equipment for the purpose of insuring compliance with the Company's standards and specifications.

2.3.4 If the Restaurant represents Franchisee's (or its affiliate's) first Toppers Pizza restaurant to be developed, Franchisee shall be required to enter into a project management agreement with the Company pursuant to which the Company will provide certain project management assistance in connection with the construction of the Restaurant as more fully described in the project management agreement.

2.3.5 If Franchisee fails to meet the Opening Deadline and wishes to extend the deadline to have the Restaurant open and operating, the Company may, in its sole discretion, grant Franchisee a one-time, six-month extension to have the Restaurant open and operating (the "Opening Extension"), which extension will expire automatically on the date that is six months after the Opening Deadline (the "Extended Opening Deadline"). In exchange for the Company's grant of the Opening Extension, Franchisee agrees, prior to the Opening Deadline, to pay the Company a nonrefundable extension fee of Five Thousand Dollars ($5,000) ("Extension Fee"). Notwithstanding the foregoing, nothing contained in this Section 2.3.5 shall be deemed a waiver of the Company's right to terminate this Agreement if Franchisee fails to meet the Opening Deadline.

2.4 Maintaining and Remodeling of Restaurant.

2.4.1 Maintenance. Franchisee agrees to maintain the condition and appearance of the Restaurant consistent with the image of "Toppers Pizza" Restaurants as attractive, clean, and efficiently operated restaurants, offering high-quality food products and beverages, efficient and courteous service, and pleasant ambiance. Franchisee agrees to accomplish such maintenance of the Restaurant, and such modifications and additions to its layout, decor and general theme, as is required from time to time to maintain such condition, appearance, efficient operation, ambiance and overall image, including without limitation, replacement of worn out or obsolete fixtures, equipment, furniture, signs and utensils, repair of the interior and exterior of the Restaurant and appurtenant parking areas (if any), and periodic cleaning and redecorating. Such maintenance shall not be deemed to constitute remodeling, as set forth below. If at any time in the Company's reasonable judgment, the Company determines that the general state of repair, appearance or cleanliness of the Restaurant (including parking areas) or its fixtures, equipment, furniture, signs or utensils do not meet the Company's standards therefor, Franchisee shall promptly correct such deficiency.

In the event the Restaurant is damaged or destroyed by fire or any other casualty, Franchisee, within thirty (30) days thereof, shall initiate such repairs or reconstruction, and thereafter in good faith and with due diligence continue (until completion) such repairs or reconstruction, in order to restore the Restaurant to its original condition prior to such casualty. If, in the Company's reasonable judgment, the damage or destruction is of such a nature or to such extent that it is feasible for Franchisee to repair or reconstruct the Restaurant in conformance with the then-current "Toppers Pizza" decor specifications, the Company may require Franchisee, by giving written notice thereof, repair or reconstruct the premises of the Restaurant in conformance with the then-current System decor specifications.

2.4.2 Remodel. Within six (6) months of receipt of written notice from the Company and prior to any renewal or extension of the Term of this Agreement, Franchisee shall, at Franchisee's sole cost and expense, refurbish, remodel and improve the Restaurant and Franchisee's building design, trade dress, color schemes, and presentation of Trademarks to conform with the Company's then-current System Standards (defined in Section 7.3) and specifications for Restaurants. Such a remodeling may include extensive structural changes to the Restaurant fixtures and improvements as well as such other changes as the Company may direct, and Franchisee shall undertake such a program promptly upon notice from the Company. If Franchisee plans to enter into a Renewal Franchise Agreement as provided for in Section 3.2, Franchisee shall complete the remodeling contemplated in this Section 2.4.2 before the expiration of the Term under this Agreement and before the commencement of the renewal term under the Renewal Franchise Agreement.

2.4.3 Equipment. In addition to Franchisee's obligations under Sections 2.4.1 and 2.4.2, Franchisee shall, at all times during the Term, renovate, refurbish, remodel, or replace, at Franchisee's expense, the real and personal property and equipment used in operating the Restaurant when reasonably required by the Company in order to comply

with the image, standards of operation, and performance capability the Company establishes from time to time. If the Company changes it image or standards of operation, the Company shall give Franchisee a reasonable period of time within which to comply with such changes.

2.5 Relocation. If during the Term of this Agreement, Franchisee desires to relocate the Restaurant, then any such relocation shall be in accordance with the provisions of this Agreement.

2.5.1 Franchisee shall give the Company written notice of Franchisee's desire to relocate the Location. Said written notice will include a relocation review fee of $1,500 and a comprehensive written explanation as to why Franchisee desires to relocate the Location. Within thirty (30) days after the Company's receipt of said written notice the Company shall notify Franchisee that (i) the Company is rejecting Franchisee's request to relocate Franchisee's Location, in which event Franchisee's Location will not change, or (ii) the Company will allow Franchisee to relocate, but only on the condition that Franchisee and the Company jointly agree on a new Location for the Restaurant. If Franchisee does not receive the Company's written acceptance within such thirty (30) day period, then the relocation is deemed not accepted.

2.5.2 If the Company and Franchisee agree that Franchisee may try to relocate the Restaurant, any such relocation shall generally be within the Protected Area. If the Company and Franchisee are able to identify a new Location for the Restaurant, the Company and Franchisee may adjust the Protected Area and the Delivery Area for that Location, provided however, no such adjustment will infringe on the Protected Area or Delivery Area of another Toppers Pizza Restaurant.

2.5.3 If the Restaurant is relocated under this Section 2.5, then this Agreement shall be amended by Franchisee and the Company to reflect the new Location and the new Protected Area and the Delivery Area.

3. TERM OF FRANCHISE AGREEMENT

3.1 Term. Unless sooner terminated in accordance with the provisions of this Agreement, the term of this Agreement shall commence upon the Effective Date and shall expire ten (10) years from the Opening Date (the "Term").

3.2 Renewal.

3.2.1 Subject to Section 3.4, Franchisee shall have the opportunity, at the expiration of the Term, to enter into a new franchise agreement in the form then being offered to prospective "Toppers Pizza" franchisees in the state in which the Restaurant is located (the "Renewal Franchise Agreement"), which may contain provisions that differ materially from any and all of those contained in this Agreement, for two additional five (5) year terms. Except as specifically provided in this Section 3.2, neither party has renewal rights or options, nor any expectation of renewal or option.

3.2.2 There will be no renewal fees if Franchisee decides to renew at the expiration of the Term of this Agreement.

3.3 Form and Manner of Renewal. If Franchisee desires to exercise its right to enter into the Renewal Franchise Agreement (the "Renewal Right"), it shall do so in the following manner:

3.3.1 Not less than nine (9) months nor more than twelve (12) months prior to the expiration of the Term, Franchisee shall, in writing, notify the Company of Franchisee's intent to exercise its Renewal Right and request from the Company a copy of its then-current Franchise Disclosure Document (including its then-current franchise agreement).

3.3.2 Franchisee shall execute the then-current form of franchise agreement and return same to the Company within thirty (30) days of receipt of such agreement from the Company.

3.3.3 If Franchisee shall fail to perform any of the acts, or deliver any of the notices required pursuant to the provisions of Sections 3.3.1 and 3.3.2 above, in a timely fashion, such failure shall be deemed an election by Franchisee not to exercise its right and option to enter into a Renewal Franchise Agreement, and such failure shall cause Franchisee's said right and option to automatically lapse and expire.

3.4 Conditions Precedent to Renewal. Franchisee's right to enter into one or more Renewal Franchise Agreement(s), in accordance with the provisions of Section 3.3, is conditioned upon Franchisee's fulfillment of each and all of the following conditions precedent:

3.4.1 At the time Franchisee notifies the Company of its election to renew pursuant to Section 3.3.1 above and at all times from such notification to the time of the commencement of the term of the Renewal Franchise Agreement, Franchisee shall have fully performed all of its obligations under this Agreement, the Operations Manual and under all other agreements which may during said period be in effect between Franchisee (or any of its affiliates) and the Company (or any of its affiliates).

3.4.2 Franchisee shall have not committed two (2) or more breaches of this Agreement during any twenty-four (24) month period during the Term of this Agreement, for which the Company shall have delivered notices of default, whether or not such defaults were cured.

3.4.3 Franchisee shall have obtained the right to continue to occupy the Restaurant following the expiration of the Term hereof.

3.4.4 Without limiting the provisions of Section 3.4.1, prior to the first day of any renewal term granted under Section 3.2, Franchisee shall have completed its remodeling of the Restaurant in accordance with the provisions of Section 2.4.2.

3.4.5 Franchisee and its owners agree to sign general releases, in a form satisfactory to the Company, of any and all claims against the Company, its affiliates, and

the Company's and its affiliates' owners, officers, directors, employees, agents, successors, and assigns.

3.4.6 Franchisee must be in compliance with all monetary obligations to Company, its affiliates, and to all vendors, suppliers, lessors, and governmental and taxing authorities as of the end of the Term.

3.4.7 Unless the Company has previously granted written consent to Franchisee to relocate the Location of the Restaurant, before any applicable deadlines set forth in the lease for the Location, Franchisee has delivered written notice to the landlord of the Location of Franchisee's intention to renew the term of the lease for a term of at least as long as the contemplated renewal term.

4. PAYMENTS BY FRANCHISEE

4.1 Initial Franchise Fee.

4.1.1 Subject to Section 4.1.3 below, Franchisee shall pay to the Company the sum of Thirty Thousand Dollars ($30,000) as an initial franchise fee (the "Initial Fee") upon the execution of this Agreement. Except as provided in Section 8.2.3, the Initial Fee is not refundable in whole or in part. The Initial Fee shall be deemed fully earned upon the execution of this Agreement.

4.1.2 If Franchisee has executed this Agreement in connection with a transfer of an existing franchisee's Restaurant to Franchisee, no Initial Fee shall be payable, however, the transferor or Franchisee must pay the Company the transfer fee required under the transferor's franchise agreement.

4.1.3 If Franchisee is entering into this Agreement in connection with an area development agreement between Franchisee or its affiliate and the Company (a "Development Agreement"), then Franchisee shall pay a reduced Initial Fee of $20,000 if this is the second through fifth franchise agreement executed pursuant to such Development Agreement, or a reduced Initial Fee of $15,000 if this is the sixth or subsequent franchise agreement executed pursuant to such Development Agreement.

4.2 Continuing Royalty. Franchisee shall pay to the Company a continuing royalty (the "Continuing Royalty") equal to five and one-half percent (5.5%) of Gross Sales in accordance with Section 4.8 below.

4.3 Brand Development Fund Fee. Franchisee shall pay to the Company, concurrently with the submission of Franchisee's Continuing Royalty payment as described in Section 4.2 above, a "Brand Development Fund Fee" in an amount currently equal to three percent (3%) of Franchisee's Gross Sales but subject to the Company's right to increase as described in Section 6.7, which shall be contributed to the Company's brand development fund (the "Brand Development Fund") (as described in Section 6.6).

4.4 Technology Fee. Franchisee shall pay the Company a weekly "Technology Fee" in an amount currently equal to two percent (2%) of Franchisee's Online Gross Sales for the immediately preceding week. At any time, upon notice to Franchisee, the Company may increase the amount of the Technology Fee; *provided, however*, in no event shall the Technology Fee exceed two and one-half percent (2.5%) of Franchisee's Online Gross Sales for the immediately preceding week. For purposes of this Agreement, "Online Gross Sales" shall mean Gross Sales derived from orders placed via the Online Ordering System (defined in Section 7.10).

4.5 Other Payments. In addition to all other payments provided herein, Franchisee shall pay to the Company, its subsidiaries, affiliates, and designees, and all suppliers to whom the Company has guaranteed Franchisee's performance or payment, as applicable, promptly when due:

4.5.1 The amount of all sales taxes, use taxes, personal property taxes, and similar taxes, imposed upon Franchisee and required to be collected or paid by the Company on account of goods or services furnished by Franchisee by sale, lease, or otherwise, or on account of Royalties or Initial Fees collected by the Company from Franchisee, except as prohibited by applicable law.

4.5.2 All amounts advanced by the Company or which the Company has paid, or for which the Company has become obligated to pay on behalf of Franchisee for any reason whatsoever.

4.5.3 All sums due on account of the purchase of products or services by Franchisee.

4.6 Gross Sales. The term "Gross Sales" as used in this Agreement means all sums or value received or receivable by Franchisee, directly or indirectly, in cash, exchange or barter, from or in connection with the operation of the Restaurant and all other business operations originating at or from the premises of the Restaurant, excluding monies collected for taxes chargeable to customers by law. Gross Sales shall include, without limitation, revenues generated from the sale of food, beverages, and other goods and products (including vending machines, games, slot machines, automated teller machines, amusement rides, and telephones, which shall in any event be subject to the Company's prior written approval), and from the rendering of services of any kind or nature, at or from the premises of the Restaurant, or under, or in any way connected with the use of, the Trademarks, whether for cash, credit, or barter (the Gross Sales amount from any barter shall equal the fair market value of that barter). Company includes gift certificate, gift card or similar program payments in Gross Sales when the gift certificate, gift card, other instrument or applicable credit is redeemed. Gross Sales also include all insurance proceeds Franchisee receives for loss of business due to a casualty to or similar event at the Restaurant. There shall be deducted from Gross Sales for purposes of said computation (but only to the extent that they have been included) the amount of all sales tax receipts or similar tax receipts which, by law, are chargeable to customers, if such taxes are separately stated when the customer is charged, and the amount of any reasonable, actual and verifiable refunds, rebates, over-rings, and allowances given to customers in good faith.

4.7 Reporting.

4.7.1 The Company reserves the right to require Franchisee, by the Tuesday of each week during the Term of this Agreement, to submit a weekly sales summary, on a form prescribed by the Company, reporting all Gross Sales for each day of the preceding week, together with such additional financial and operational information as the Company may from time to time request. For purposes of this Agreement, a "week" begins on Monday and ends on Sunday.

4.7.2 By the fourth Wednesday after the close of each four-week period, Franchisee shall submit to the Company financial statements for that four-week period, including a balance sheet and profit and loss statement prepared in the form and manner prescribed by the Company and in accordance with generally accepted accounting principles, which shall be certified by Franchisee to be accurate and complete. For purposes of this Agreement, the "four-week periods" begin and end on the dates established by the Company in the Operations Manual.

4.7.3 Within forty-five (45) days following the end of each calendar year, Franchisee shall submit to the Company an unaudited annual financial statement prepared in accordance with generally accepted accounting principles, and in such form and manner prescribed by the Company, which shall be certified by Franchisee to be accurate and complete.

4.7.4 On the Company's request, Franchisee shall promptly provide: sales tax reports, computerized or hand-calculated weekly summaries, and "exceptions" reports for any reporting period(s) required by the Company, by internet or by other method requested by the Company; and other information and financial reports as Company reasonably requests regarding Franchisee and the Restaurant.

4.8 Payments.

4.8.1 By Friday of each week, Franchisee shall pay the Company the full amount of:

4.8.1.1 the Continuing Royalty due to the Company for the preceding week; and

4.8.1.2 the Brand Development Fund Fee due to the Company for the preceding week; and

4.8.1.3 Cooperative Advertising Fees (as defined in Section 6.3.2) for the preceding week; and

4.8.1.4 the Technology Fee for the preceding week.

4.8.2 Payments pursuant to this Section 4.8 will be automatically withdrawn by the Company from Franchisee's account by electronic funds transfer on Friday of each week based on the information provided in Section 4.7.1. If the Gross Sales calculated

under Section 4.7.2 exceed the Gross Sales previously calculated under Section 4.7.1, the Continuing Royalty, the Brand Development Fund Fee and all other fees calculated based on Gross Sales shall be re-calculated based on the information provided under Section 4.7.2, and the difference between the payment amounts previously made by Franchise pursuant to Section 4.7.1 and the payment amounts calculated under Section 4.7.2 will be automatically withdrawn by the Company from Franchisee's account by electronic funds transfer. To facilitate the electronic withdrawals provided for in this Section 4.8.2 and elsewhere in this Agreement, in conjunction with the execution of this Agreement, Franchisee and the Company shall execute an electronic funds transfer form with a pre-signed withdrawal authorization (the "EFT Authorization") that will allow the Company to directly withdraw from one or more accounts designated by Franchisee all amounts due from Franchisee to the Company under or by reason of this Agreement. (The Company's current form of EFT Authorization is attached as Exhibit G hereto. The Company reserves the right to change this form at any time and Franchisee may be required to sign such new version of the form.)

4.8.3 Without limiting the provisions of Section 4.8.2 above, Franchisee shall pay any and all amounts due to the Company from Franchisee by electronic funds transfer. Franchisee hereby authorizes the Company to withdraw amounts owed by Franchisee to the Company for whatever reason, from Franchisee's account(s) by electronic funds transfer. The Company may require Franchisee to pay any amounts due under this Agreement by means other than the EFT Authorization (*e.g.*, by check) whenever the Company deems appropriate, and Franchisee agrees to comply with the Company's payment instructions. All amounts payable by Franchisee to Company must be in United States Dollars.

4.9 Application of Funds. If Franchisee is delinquent in the payment of any obligation to the Company under this Agreement, or under any other agreement with the Company, the Company shall have the absolute right to apply any payments received from Franchisee to any obligation owed, whether under this Agreement or otherwise, notwithstanding any contrary designation by Franchisee as to application.

4.10 Interest on Late Payments. If Franchisee fails to pay to the Company the entire amount of Franchisee's Continuing Royalties, Brand Development Fund Fee, Technology Fee, or any other sums owed to the Company, promptly when due, Franchisee shall pay to the Company, in addition to all other amounts which are due but unpaid, interest on the unpaid amounts, from the due date thereof, at the rate of eighteen percent (18%) per year, or the highest rate allowable under applicable law, whichever is less.

4.11 Audit Expenses.

4.11.1 If the Company should cause an audit to be made and the Gross Sales as shown by Franchisee's records for any four-week reporting period should be found to be understated by more than one-half of one percent (0.5%), (i) Franchisee shall pay to the Company all amounts shown to be due but unpaid plus an amount equal to five percent (5%) of the understated amount, (ii) Franchisee shall be responsible for and shall immediately pay to the Company the cost of such audit (otherwise, the cost of such audit

shall be paid by the Company), and (iii) from and after the date of the audit, Franchisee will be required to submit annual audited financial statements to Company. If the audit shows that Gross Sales have been understated by one-half of one percent (0.5%) or less, then Franchisee shall pay the Company only the understated amount.

4.11.2 If the Company should cause an audit to be made and the Gross Sales as shown by Franchisee's records for any four-week reporting period should be found to be understated by more than five percent (5%) then, in addition to its rights under Section 4.11.1, the Company may terminate this Agreement. If audits show that Gross Sales as shown by Franchisee's records have been understated by more than one-half of one percent (½%) on more than three occasions in a thirty-six (36) month period, then the Company may terminate this Agreement.

4.12 Insufficient Funds. If any payment made by Franchisee under this Agreement is not funded by Franchisee's financial institution because of "insufficient funds," then in addition to the interest due under Section 4.10, Franchisee shall pay the Company an insufficient funds fee in the amount of Fifty Dollars ($50) or the highest rate allowable under applicable law, whichever is lower.

4.13 Non-Compliance Fee. The Company may charge Franchisee a non-compliance fee in an amount up to $100 per day for each violation of any term of this Agreement, including Franchisee's failure to pay amounts Franchisee owes the Company or its affiliates or Franchisee's failure to timely provide required reports and financial information. Nothing in this paragraph limits any of the Company's other rights and remedies available under the terms of this Agreement. Franchisee agrees that the non-compliance fees are intended to compensate the Company for additional expenses and certain losses the Company will incur as a result of Franchisee's noncompliance and are not a penalty or an expression of the total amount of such damages. The Company may change or eliminate these charges from time to time.

5. TRADEMARKS

5.1 Non-ownership of Trademarks. No term or condition in this Agreement shall give Franchisee any right, title or interest in or to any of the Trademarks, except a mere privilege and license during the Term of this Agreement, to display and use the same according to the terms and conditions contained in this Agreement. Franchisee's right to use the Trademarks and the System is derived only from this Agreement, and Franchisee may use the Trademarks and the System only to operate the Restaurant according to the System Standards.

5.2 Use of Trademarks.

5.2.1 Subject to Section 5.7, Franchisee agrees that the Restaurant herein licensed and franchised shall be named "Toppers Pizza" without any suffix or prefix attached thereto and that Franchisee shall use and display such of the Company's Trademarks and such signs, advertising and slogans as the Company may from time to time prescribe or approve. If Franchisee maintains an office separate from the Restaurant, the Company may, in the Company's reasonable discretion, consent to Franchisee's use of the Trademarks in the signage for Franchisee's office.

5.2.2 Upon expiration or sooner termination of this Agreement, the Company may, if Franchisee does not do so, execute in Franchisee's name and on Franchisee's behalf, any and all documents necessary in the Company's judgment to end and cause the discontinuance of Franchisee's use of the Trademarks and the Company is hereby irrevocably appointed and designated as Franchisee's attorney-in-fact so to do.

5.3 Non-Use of Trade Name. If Franchisee is an Entity, it shall not use the Company's Trademarks, or the Company's trade name, the words "Toppers Pizza" or any words or symbols which are confusingly similar to the Trademarks, as all or part of Franchisee's name.

5.4 Use of Other Trademarks. Franchisee shall not display the trademark, service mark, trade name, insignia or logotype of any other person or Entity in connection with the operation of the Restaurant without the express prior written consent of the Company, which may be withheld in its sole subjective discretion.

5.5 Defense of Trademarks. If Franchisee receives notice, or is informed, of any claim, suit or demand against Franchisee on account of any alleged infringement, unfair competition, or similar matter on account of its use of the Trademarks in accordance with the terms of this Agreement, Franchisee shall promptly notify the Company of any such claim, suit or demand. Thereupon, the Company shall take such action as it may deem necessary and appropriate to protect and defend Franchisee against any such claim by any third party and shall indemnify Franchisee against any loss, costs or expenses incurred in connection with the defense of infringement claims by third parties arising from Franchisee's use of the Trademarks in accordance with the terms of this Agreement. The Company shall not, however, indemnify against, pay, or reimburse any loss, cost or expense related to any change in Franchisee's business identity, including, but not limited to, consequential economic losses arising from restrictions on the use of the Company's trademarks. Franchisee shall not settle or compromise any such claim by a third party without the prior written consent of the Company. The Company shall have the sole right to defend, compromise or settle any such claim, in its discretion, at the Company's sole cost and expense, using attorneys of its own choosing, and Franchisee agrees to cooperate fully with the Company in connection with the defense of any such claim. Franchisee may participate at its own expense in such defense or settlement, but the Company's decisions with regard thereto shall be final.

5.6 Prosecution of Infringers. If Franchisee receives notice or is informed or learns that any third party, which it believes to be unauthorized to use the Trademarks, is using the Trademarks or any variant thereof, Franchisee shall promptly notify the Company of the facts relating to such alleged infringing use. Thereupon, the Company shall, in its sole discretion, determine whether or not it wishes to take any action against such third person on account of such alleged infringement of the Trademarks. Franchisee shall have no right to make any demand against any such alleged infringer or to prosecute any claim of any kind or nature whatsoever against such alleged infringer for or on account of such infringement.

5.7 Modification of Trademarks. From time to time, in the Operations Manual, in directives or bulletins supplemental thereto, or otherwise in writing, the Company may add, delete, change, or modify any or all of the Trademarks. Franchisee shall use, or cease using, as may be applicable, the Trademarks, including but not limited to, any such modified or additional trade

names, trademarks, service marks, logotypes and commercial symbols, in strict accordance with the procedures, policies, rules and regulations contained in the Operations Manual or in written directives issued by the Company to Franchisee, as though they were specifically set forth in this Agreement.

5.8 Acts in Derogation of the Trademarks. Franchisee agrees that the Trademarks are the exclusive property of the Company and Franchisee now asserts no claim and will hereafter assert no claim to any goodwill, reputation or ownership thereof by virtue of Franchisee's licensed and/or franchised use thereof. Franchisee agrees that it will not do or permit any act or thing to be done in derogation of any of the rights of the Company in connection with the same, either during the Term of this Agreement or thereafter, and that it will use the Trademarks only for the uses and in the manner licensed and/or franchised hereunder and as herein provided. Any unauthorized use of the Trademarks or the System by Franchisee or its owners is a breach of this Agreement and an infringement of the Company's intellectual property rights.

Franchisee further agrees not to (and to use its best efforts to cause its current and former owners, officers, directors, principals, agents, partners, employees, representatives, attorneys, spouses, affiliates, successors and assigns not to) disparage or otherwise speak or write negatively, directly or indirectly, of the Company, its affiliates, any of the Company's or its affiliates' owners, directors, officers, employees, representatives or affiliates, the Toppers Pizza brand, the System, any Toppers Pizza restaurant, any business using the Trademarks, or take any action which would subject the Toppers Pizza brand to ridicule, scandal, reproach, scorn, or indignity, which would negatively impact the goodwill of the Company or the Toppers Pizza brand, or would constitute an act of moral turpitude.

5.9 Assumed Name Registration. If Franchisee is required to do so by any statute or ordinance, Franchisee shall promptly upon the execution of this Agreement file with applicable government agencies or offices, a notice of its intent to conduct its business under the name "Toppers Pizza." Promptly upon the expiration or termination of this Agreement for any reason whatsoever, Franchisee shall promptly execute and file such documents as may be necessary to revoke or terminate such assumed name registration, and if Franchisee fails to promptly execute and file such documents as may be necessary to effectively revoke and terminate such assumed name registration, Franchisee hereby irrevocably appoints the Company as its attorney-in-fact to do so for and on behalf of Franchisee.

5.10 Website. Franchisee shall not establish or maintain a website or any other electronic, virtual, or digital communication or Internet site ("Website") using any domain name containing any of the Company's Trademarks or any domain name using any mark that is similar to any of the Trademarks, unless Franchisee has first obtained the Company's written consent. Franchisee shall not promote or advertise the Toppers Pizza System, any of the Toppers Pizza trademarks or the Restaurant on the Internet or on any other computer network without the Company's prior written consent. Before listing the Location on any Website, Franchisee shall secure the Company's prior written consent as to the Website, any links between said Website and any other Website, and any material to be placed on any Website. Franchisee acknowledges and agrees that the Company's right to approve all materials is necessitated by the fact that those materials will include and be linked to the Company's trademarks. Any use of the Company's

trademarks on the World Wide Web, the Internet or any other computer network must conform in all respects to the Company's requirements.

The Company has the right to withhold its consent, in its sole discretion, and at any time withdraw any prior consents or modify its requirements. If at any time Franchisee desires to change any material or links that the Company has approved, all modifications must also be approved in writing by the Company.

If the Company approves Franchisee's Website, Franchisee may not (without a legal license or other legal right) post on its Website(s) any material in which any third party has any direct or indirect ownership interest, including video clips, photographs, sound bites, copyrighted text, trademarks, or service marks, or any other text or image in which any third party may claim intellectual property ownership interests. Franchisee's Website must link to a privacy policy that complies with all applicable laws and any other terms and conditions that the Company may prescribe. Franchisee must also incorporate on its Website(s) any other information the Company requires in the manner the Company considers necessary to protect the Company's trademarks.

Upon expiration or termination of this Agreement, Franchisee must irrevocably assign and transfer to the Company (or its designees) any and all interests Franchisee may have in any Website or domain name owned, maintained or operated by Franchisee in connection with the Restaurant and delete any references to the Company trademarks from any Website(s) that Franchisee continues to own, maintain or operate.

5.11 Social Media and Online Presence. Franchisee must comply with the standards developed by the Company for the System, in the manner directed by the Company in the Operations Manual or otherwise in writing, with regard to the authorization to use, and use of, blogs, common social networks (including Facebook®, Snapchat®, and Instagram®), professional networks (including LinkedIn®), live blogging tools (including X®), virtual worlds, file , audio and video sharing sites, email addresses, usernames, and other similar social networking media or tools or online presence ("Online Presence") that in any way references the Trademarks or involves the System, Restaurants, or Franchisee's business. These policies may, for instance, allow the Company to maintain administrative privileges over any Online Presence associated with Franchisee's Restaurant (for instance, by acting as the administrator of Facebook's "Locations" functionality or any similar "parent-child" functionality for any other site on which Franchisee has an Online Presence). The Company shall own the rights to each such Online Presence. At the Company's request, Franchisee shall take whatever action (including signing assignments or other documents) the Company requests to evidence the Company's ownership of such Online Presence or to help the Company obtain exclusive rights in such Online Presence.

6. ADVERTISING AND PROMOTION

6.1 General. Franchisee shall conduct all local advertising and promotion in accordance with such provisions with respect to format, content and media as are from time to time contained in the Operations Manual or in any bulletins or other communications generated by the Company. The Company reserves the right to require prior written approval of advertising material used by Franchisee.

6.2 Local Advertising.

6.2.1 During a period commencing thirty (30) days before and ending sixty (60) to one hundred eighty (180) days after the Opening Date, Franchisee shall expend between $8,000 to $11,000 for an initial marketing program, pursuant to a market introduction template prepared by the Company. The Company will determine the exact amount of the required expenditure under the initial marketing program, and the Company shall approve Franchisee's initial marketing program, which approval will not be unreasonably withheld, conditioned or delayed.

6.2.2 In addition to the Brand Development Fund Fees required to be paid by Franchisee pursuant to Section 4.3, Franchisee shall expend an amount not less than three and one-half percent (3.5%) of its Gross Sales during each fiscal quarter and annual period for local advertising relating to Franchisee's Restaurant (the "Local Advertising Expenditure") but subject to the Company's right to increase as described in Section 6.7; *provided, however*, for the first annual period commencing on the Opening Date, Franchisee shall expend no less than $40,000, and may be required to spend up to $65,000, as reasonably determined by Company, if the Restaurant is in a new or emerging market (the "First Year Local Ad Spend Amount"), even if such figure exceeds three and one-half percent (3.5%) of its Gross Sales for such period. To the extent the aggregate fiscal quarter amount of Franchisee's Brand Development Fund Fee and Local Advertising Expenditure is less than the First Year Local Ad Spend Amount, Franchisee shall expend an amount toward local advertising such that the sum of the Brand Development Fund Fee plus the amount expended on local advertising equals the First Year Local Ad Spend Amount.

6.2.3 If Franchisee fails to meet its minimum Local Advertising Expenditure requirement during a fiscal quarter or annual period, Company may require Franchisee to pay the difference between the amount Franchisee was required to spend and Franchisee's actual Local Advertising Expenditures to the Brand Development Fund, within three months of the end of the relevant fiscal quarter.

6.3 Cooperative Advertising Program.

6.3.1 The Company has the right at any time, and from time to time, in its sole discretion, to create a cooperative advertising program (each a "Cooperative Advertising Program") among the Restaurants (both franchised and the Company-affiliated Restaurants) located in a marketing area to be determined by the Company (each an "Advertising Region"). The Advertising Region may be local, regional, or national as determined by the Company. The Company shall, in its sole discretion, establish an incorporated or unincorporated association made up of the owners of the Restaurants in one or more such Advertising Region to administer the Cooperative Advertising Program for that Advertising Region (each an "Association"). Each Association shall spend the funds provided pursuant to Section 6.3.2 to effectuate the Cooperative Advertising Program in the Advertising Region(s). If and when the Company creates an Advertising Region for the region in which the Restaurant is located, Franchisee shall become a member of and participate in the Association for the Advertising Region in accordance with the terms of this Agreement and the organizational documents prepared by the

Company for that Association. The size and content of each Association and Advertising Region, when and if established by the Company, shall be binding upon Franchisee and the owners of all other "Toppers Pizza" franchisees similarly situated who are required by the terms of their franchise agreements to so participate. The Company shall have the right, in its sole discretion, to change, dissolve, or merge any Association or Advertising Region. If, at the time of Franchisee's execution of this Agreement, an Advertising Region and/or Association has been established for the region in which Franchisee's Restaurant is to be located, Franchisee shall, upon execution of this Agreement, become a member of and participate in the Association for that Advertising Region, and Franchisee shall make the payments required under Section 6.3.2 with respect to that Association.

6.3.2 Franchisee shall contribute to any Association in which it is a member such amounts required by the documents governing the Association ("Cooperative Advertising Fees"); *provided*, *however*, Franchisee will not be required to contribute more than the amount specified in Section 6.7 unless the members of the Association agree to a higher amount pursuant to the organizational documents of the Association or a supermajority of active franchisees in the System agree to a higher amount.

6.3.3 Cooperative Advertising Fees paid by Franchisee to any Association in which it is a member shall be credited against Franchisee's Local Advertising Expenditure obligation set forth in Section 6.2.

6.4 Telephone Numbers, Directory Advertising and Online Directories. Franchisee shall at its sole expense (in addition to required expenditures for local advertising, Cooperative Advertising, and Brand Development Fund contributions) subscribe for and maintain throughout the Term, or such lesser period designated by the Company, one or more unlisted telephone numbers which shall be used to process credit card approvals, and to communicate with the Company's personnel. In addition, throughout the Term, or such lesser period designated by the Company, Franchisee shall at its sole expense subscribe for and maintain throughout the Term, one or more listed telephone numbers which shall be used to receive orders from customers, and cause such number(s) to be listed for the Restaurant in the white pages and yellow pages of such telephone directory or directories as the Company may designate or approve, which service Franchisee's Territory and adjacent or nearby areas. In conjunction with the execution of this Agreement, Franchisee shall execute an authorization form (the "Phone Record Access Authorization") granting the Company access to the records of all of the Restaurant's phone carrier portals for such listed numbers. The Company's current form of Phone Record Access Authorization is attached as Exhibit H hereto. Franchisee must also list Franchisee's Restaurant with the online directories and consumer review websites that Company periodically prescribes (such as Yelp® and Google®).

6.5 Promotional Campaigns. From time to time during the Term of this Agreement, the Company may establish and conduct promotional campaigns on a national or regional basis, which may by way of illustration and not limitation promote particular products or marketing themes. Franchisee agrees to participate in such promotional campaigns upon such terms and conditions as the Company may establish. Franchisee acknowledges and agrees that in addition to funds expanded from the Brand Development Fund, such participation may require Franchisee to purchase point-of-sale advertising material, posters, flyers, product displays and other

promotional material, or to offer goods and services for sale at discounted prices that may be set by the Company. Nothing herein shall be construed to require Franchisee to charge any prices for the good and services offered at Franchisee's Restaurant other than those determined by Franchisee in its sole and absolute discretion.

6.6 Brand Development Fund.

6.6.1 The Company shall administratively segregate on its books and records all Brand Development Fund Fees received from Franchisee and all other franchisees of the Company. Nothing herein shall be deemed to create a trust fund, and the Company may commingle Brand Development Fund Fees with its general operating funds and expend such sums in the manner herein provided. Certain Franchisees of the Company may not be required by the terms of their agreements to contribute to the Brand Development Fund. For each Restaurant that the Company or any of its affiliate operates, the Company or such affiliate will similarly allocate to the Brand Development Fund the amount that would be required to be contributed to the Brand Development Fund if it were a franchised Restaurant.

6.6.2 If less than the total of all contributions and allocations to the Brand Development Fund are expended during any fiscal year, such excess may be accumulated for use during subsequent years. If the Company advances money to the Brand Development Fund, the Company will be entitled to reimbursement for such advances.

6.6.3 Brand Development Fund revenues and allocations will be expended for national, regional, or local advertising, public relations or promotional campaigns or programs designed to study, market, support, promote or enhance the image, identity or patronage of franchised and the Company-affiliated "Toppers Pizza" Restaurants. Such expenditures may include, without limitation (i) to conduct marketing studies, and to produce and purchase advertising art, commercials, musical jingles, print advertisements, point-of-sale materials, media advertising, outdoor advertising art, vehicle decals, and direct mail pamphlets and literature; (ii) to implement a gift certificate program, a loyalty program or other marketing programs designed to encourage the use of System Restaurants, (iii) to collect customer data, implement a mystery shopper program, implement a customer survey program or other programs designed to study, track and support the image and use of System Restaurants, (iv) for social networking sites or other Internet-based marketing programs; (v) to operate and acquire promotional vehicles; (vi) to promote the sale of promotional merchandise, (vii) for other marketing or advertising programs designed to encourage use of some or all System Restaurants, (viii) developing and administering software, apps, and related integrations, and (ix) for payments to marketing agencies and other advisors to provide assistance, and to the Company or its affiliates for internal expenses incurred in connection with the operation of its marketing/advertising department(s), if any, and the administration of the Brand Development Fund. The Brand Development Fund is not used to sell additional franchises. The Company shall determine, in its final and subjective discretion, exercised in good faith, the cost, media, content, format, style, timing, allocation and all other matters relating to such advertising, public relations and promotional campaigns. The purpose of the Brand Development Fund is to maximize recognition of the Trademarks and patronage of

Restaurants. The Company cannot ensure that Brand Development Fund expenditures in or affecting any geographic area are proportionate or equivalent to Brand Development Fund contributions by contributors operating in that geographic area or that any contributor benefits directly or in proportion to its Brand Development Fund contribution from the development of advertising and marketing materials or the placement of advertising and marketing. The Company may make copies of advertising materials available to Franchisee with or without additional reasonable charge, as determined by the Company. Any additional advertising shall be at the sole cost and expense of Franchisee.

6.6.4 Upon written request, the Company shall furnish to Franchisee within one hundred twenty (120) days after the end of each calendar year, an unaudited report for the preceding year containing the calculations of the amount which the Company actually expended during such calendar year and the amount remaining which shall be carried over for use during the following year(s). If the Brand Development Fund is terminated, the Company will (at its option) either spend the remaining Brand Development Fund assets in accordance with this Section 6.6 or distribute the unspent assets to contributors (including the Company and its affiliates, if applicable) then contributing to the Brand Development Fund in proportion to their contributions during the preceding twelve (12) month period.

6.7 Required Advertising and Promotional Cap. At any time, upon notice to Franchisee, the Company has the right to increase the amount of (i) Brand Development Fund Fees Franchisee must contribute to the Brand Development Fund, (ii) the Local Advertising Expenditures Franchisee must make, and (iii) Cooperative Advertising Fees; provided, that in no event will Franchisee be required to contribute to all of the foregoing advertising vehicles, in the aggregate, more than six and one-half percent (6.5%) of the Restaurant's Gross Sales annually (the "Advertising Cap") unless (a) the members of an Association in which Franchisee is a member agree to a higher amount or (b) a supermajority of active franchisees in the System agree to an Advertising Cap in excess of six and one-half percent (6.5%).

In this Agreement, "a supermajority of active franchisees in the System" means not less than eighty percent (80%) of all franchisees who are then current in their obligations to the Company, as determined in the Company's discretion, with each franchisee entitled to one (1) vote per Restaurant owned by such franchisee. In the event of any tie vote, the Company shall cast an additional tie-breaking vote. The Company and its affiliates will not otherwise have a vote in determining whether to increase the Advertising Cap. The Company's tally of the vote of franchisees shall be final and binding on the System and will not be subject to review.

7. OPERATION OF THE BUSINESS

7.1 Products for Use and for Sale.

7.1.1 Proprietary Products. The Company may, in its sole subjective discretion exercised in good faith, require that Franchisee purchase and use at the Restaurant certain "Propriety Products," such as toppings, cheeses, mixes, seasonings, flavorings and sauces, which are manufactured in accordance with the Company's proprietary recipes, specifications or formulas. Franchisee must purchase Proprietary Products from the

Company or the Company's designees. The Company shall not be obligated to reveal such recipes, specifications or formulas of such Proprietary Products to Franchisee, non-designated suppliers, or any other third parties.

7.1.2 Authorized Products and Services. The Company may designate certain service providers (including providers of accounting, architectural and design services), computer hardware, software or support services, food products, ingredients, condiments, beverages, fixtures, lighting, millwork, furnishings, equipment, uniforms, supplies, menus, packaging, forms or other products, equipment and services as "Authorized Products and Services." Franchisee must purchase and use Authorized Products and Services at the Restaurant. Franchisee may purchase Authorized Products and Services from (i) the Company, (ii) suppliers designated by the Company, or (iii) suppliers selected by Franchisee and approved by the Company in writing, in advance. The Company may approve a single distributor or other supplier for any Authorized Products and Services (which may be the Company or its affiliates) and may approve a distributor or other supplier only as to certain Authorized Products and Services. The Company may concentrate purchases with one or more distributors or suppliers to obtain lower prices and/or the best advertising support and/or services for any group of Toppers Restaurants franchised or operated by the Company.

7.1.3 Approval of Alternate Suppliers of Authorized Products and Services. If Franchisee would like the Company to consider approving a supplier that is not then approved by the Company, Franchisee must submit its request in writing before purchasing any items or services from that supplier. The Company will not be obligated to respond to Franchisee's request, and any actions the Company takes in response to Franchisee's request will be at the Company discretion, including the assessment of a fee to compensate the Company for the time and resources the Company spends in evaluating the proposed supplier. The Company may, with or without cause, revoke its approval of any supplier at any time. Franchisee acknowledges that the Company is likely to reject Franchisee's request for a new supplier without conducting any investigation if the Company already has designated a supplier for the equipment, products, services, supplies, or materials proposed to be offered by the new supplier.

7.1.4 Relationship Between Franchisee and Suppliers. Any contract (and its prices, terms and conditions) between Franchisee and a designated supplier shall be strictly between the supplier and Franchisee, and the Company shall not be deemed to be a seller, distributor, title-holder or warrantor of any products or services purchased by Franchisee. THE COMPANY DISCLAIMS ALL WARRANTIES CONCERNING PROPRIETARY PRODUCTS OR AUTHORIZED PRODUCTS AND SERVICES, INCLUDING, WITHOUT LIMITATION, AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AVAILABILITY, QUALITY, PRICING OR IMPLIED WARRANTY IN TORT. Franchisee acknowledges that the Company's development and provision of a list of suppliers, and all modification and additions thereto, is solely for the purpose of establishing part of the compliance program for System Standards. The Company, its affiliates and their representatives, agents and contractors shall not be liable

to Franchisee, its employees, customers or others by reason of the development, provision or enforcement of supplier lists.

7.1.5 Franchisee acknowledges and agrees that the Company may receive fees, commissions, field-of-use royalties, certain promotional funds, or other consideration from designated suppliers, manufacturers, distributors or brokers. Some such fees, commissions, royalties, funds or other consideration may be based on their revenues (from sales, lease payments, licenses fees and the like) from Toppers Pizza franchisees, including Franchisee, whether the result of the designation of such suppliers as designated suppliers, or otherwise.

7.1.6 Franchisee (1) will offer and sell from the Restaurant all of the products and services that the Company periodically specifies, which may include in the future, but not be limited to, submarine sandwiches and/or wings; (2) will not offer or sell at the Restaurant, the Location, or any other location any products or services the Company has not authorized; and (3) will discontinue selling and offering for sale any products or services that the Company at any time disapproves.

7.1.6.1 The Company may, from time to time, require Franchisee to test market products and/or services in connection with the operation of the Restaurant. Franchisee agrees to cooperate with the Company in connection with the conduct of such test marketing programs and agrees to comply with the Company's rules and regulations established from time to time in connection herewith.

7.1.6.2 Franchisee agrees to participate in all "limited time offering" promotions, as well as any other promotions, implemented by the Company from time to time.

7.1.6.3 Franchisee agrees to participate in the operation of ghost kitchen operations from the premises of the Restaurant, in accordance with System Standards, if at any time such operations are required by Company, whether provided in the Operations Manual or otherwise in writing.

7.1.6.4 Franchisee agrees to purchase such supplies and services designated by the Company in a timely manner as necessary in the Company's judgment to meet Franchisee's obligations under this Agreement.

7.2 Commitment of Time.

7.2.1 If Franchisee and its affiliates owns only one Restaurant, then Franchisee (or the Managing Partner if Franchisee is an Entity) shall devote his or her full time and best efforts exclusively to the operation of the Restaurant. It is understood and agreed by the parties hereto that the Restaurant shall be operated during such minimum hours and days established by the Company in the Operations Manual.

7.2.2 If a Franchisee operates more than one Restaurant, and as such Franchisee (or the Managing Partner if Franchisee is an Entity) cannot devote his or her full time and best efforts exclusively to the operation of a single Restaurant, then the Managing Partner

will devote his or her full time and best efforts exclusively to the development and operation of all of Franchisee's Restaurants. In addition, Franchisee shall appoint an experienced manager to manage each Restaurant (the "Restaurant Manager"). The Restaurant Manager must meet Company's minimum qualifications it periodically specifies, including regarding completing training. Franchisee will cause the Restaurant Manager to devote his or her full time and best efforts exclusively to the management and operation of the Restaurant. It is understood and agreed by the parties hereto that the Restaurant shall be operated during such minimum hours and days established by the Company in the Operations Manual.

7.3 Operations Manual.

7.3.1 The Company shall maintain online in an electronic format on a restricted website, intranet, or via other electronic means (including by sending to Franchisee via email) one or more manuals, bulletins, supplements, or other written or video materials (collectively referred to herein as the "Operations Manual") containing the Company's mandatory procedures, policies, rules and regulations for the operation of the Restaurant ("System Standards"), and information on suggested procedures and Franchisee's other obligations under this Agreement. The Company reserves the right to loan Franchisee a hard copy of the Operations Manual, in which case, Franchisee agrees to keep the Operations Manual in a secure place on the Restaurant premises.

7.3.2 The Company shall have the right to delete from, add to, change, amend, revise or modify the Operations Manual at any time and from time to time by the addition, deletion, change or other modification to the provisions thereof. Franchisee agrees to monitor and access the website, intranet, and/or its email account for any such modifications to the Operations Manual. Modifications in the Operations Manual shall become effective upon posting to the website/intranet or emailing to Franchisee. The Operations Manual, as modified from time to time as provided herein, shall be deemed to mean the Operations Manual kept current by amendments from time to time. Upon the expiration or termination of this Agreement for any reason whatsoever, Franchisee shall immediately return any hard copy of the Operations Manual in Franchisee's possession to the Company. Franchisee shall not, without the Company's express written consent, make, or cause or allow to be made, any copies or reproductions of all or any portion of the Operations Manual or of any bulletins, brochures or other proprietary information provided by the Company.

7.4 Compliance with System Standards. Franchisee acknowledges that the Company is entering into this Agreement in reliance on the fact that Franchisee is a skilled and experienced food service provider and will conduct its business at the Restaurant in a first-class manner as to merchandise, appearance of facilities and staff, service and management. Franchisee at all times shall carry a full and complete stock of food, beverages, and related products offered for sale at competitive prices and shall maintain an adequate staff for the service of its customers. Franchisee shall employ its best judgment, efforts and abilities to operate the business conducted by it in the Restaurant in such manner as to enhance the reputation and attractiveness of the Restaurant. Franchisee agrees to accept at the Restaurant such credit and debit cards, other payment systems, and currencies as Company periodically designates as required. Franchisee agrees to comply with

the Company's policies, if any, for the registration, use, content, or management of Online Presences, or other technology systems, solutions, or products. Franchisee further agrees at all times to operate and maintain the Restaurant according to each and every System Standard, as the Company periodically modifies and supplements them. Though the Company retains the right to establish and periodically modify System Standards, which Franchisee has agreed to maintain in the operation of the Restaurant, Franchisee retains the right and sole responsibility for the day-to-day management and operation of the Restaurant and the implementation and maintenance of System Standards at the Restaurant. The Company's periodic modification of System Standards, which may accommodate regional or local variations, may obligate Franchisee to invest additional capital in the Restaurant and incur higher operating costs.

7.5 Insurance.

7.5.1 Franchisee shall procure and maintain in full force and effect during the Term and any extensions of this Agreement, at Franchisee's expense, an insurance policy or policies protecting Franchisee and the Company, and their respective officers, directors, and employees, against any loss, liability, personal injury, death, property damage, or expense whatsoever from fire, lightning, theft, vandalism, malicious mischief, and the perils included in the extended coverage endorsement, arising or occurring upon or in connection with the Restaurant, or by reason of the construction, operation, or occupancy of the Restaurant as the Company may reasonably require for its own and Franchisee's protection.

The Company and any affiliates or parent companies it designates shall be named, using a form of endorsement that the Company has approved, an additional insured as its or their interest may appear in such policy or policies.

All insurance policies must be issued by an insurance carrier rated A- or better by A.M. Best Company, Inc., or meeting such other rating or criteria the Company may establish from time to time.

7.5.2 Such policy or policies shall be written by an insurance company satisfactory to the Company in accordance with standards and specifications set forth in the Company's Operating Manuals or otherwise in writing, and shall include, at a minimum (except as additional coverages and higher policy limits may reasonably be specified for all franchisees from time to time by the Company in its Operating Manuals or otherwise in writing) the following:

7.5.2.1 comprehensive general liability insurance, providing product liability coverage, business interruption coverage, and personal injury coverage in the amount of One Million Dollars ($1,000,000) per occurrence for bodily and personal injury and death, and Two Hundred Fifty Thousand Dollars ($250,000) per occurrence for property damage;

7.5.2.2 automobile liability insurance (including, but not limited to, owned automobiles, titled or leased in Franchisee's name and the name of Franchisee's owners and used at any time, whether principally or occasionally in the business,

hired and non-owned coverage) in the amount of One Million Dollars ($1,000,000) per occurrence for bodily and personal injury and death, and Two Hundred Fifty Thousand Dollars ($250,000) per occurrence for property damage;

7.5.2.3 workers' compensation and employer's liability insurance;

7.5.2.4 fire, vandalism, and extended coverage insurance with primary and excess limits of not less than the full replacement value of the Restaurant and its furniture, fixtures and equipment, excluding, however, the building in which the Restaurant is located unless owned by Franchisee;

7.5.2.5 employment practices liability insurance (EPLI) in the amount of $100,000 per occurrence; and

7.5.2.6 such other insurance as may be required by the statute or rule of the jurisdiction in which the Restaurant is located and operated.

7.5.3 No later than two (2) days before the date on which any construction of the Restaurant is commenced and on each policy renewal date thereafter, Franchisee shall submit evidence of satisfactory insurance and proof of payment therefor to the Company, together with certificates of all policies and policy amendments. The evidence of insurance shall include a statement by the insurer that the policy or policies will not be canceled or materially altered without at least ten (10) days' prior notice to the Company.

7.5.4 No requirement for insurance contained herein shall constitute advice or a guarantee by the Company that only such policies, in such amounts, are necessary to protect Franchisee from losses in connection with the Restaurant, or an undertaking or representation by the Company that such insurance may be obtained by Franchisee, or by the Company that it will insure Franchisee against any or all insurable risks or loss which may or can arise out of or in connection with operation of the Restaurant. It is Franchisee's obligation to obtain insurance coverage for the Restaurant that it deems appropriate, based on Franchisee's own independent investigation.

7.5.5 If Franchisee for any reason, fails to procure or maintain the insurance required by this Agreement, the Company shall have the right and authority (without, however, any obligation to do so) immediately to procure such insurance and to charge the same to Franchisee, which charges, together with a reasonable fee for the Company's expenses in so acting, shall be payable by Franchisee immediately upon notice.

7.5.6 Franchisee's obligation to obtain and maintain the foregoing policy or policies in the amounts specified shall not be limited in any way by reason of any insurance which may be maintained by the Company, nor shall Franchisee's performance of that obligation relieve it of liability under the indemnity provision set forth in this Agreement.

7.5.7 Franchisee may obtain, on its own behalf, and at its own cost and expense, such insurance as it may desire in addition to that obtained on Franchisee's behalf by the Company, or as may be required herein.

7.6 Books and Records.

7.6.1 Franchisee covenants and agrees that it shall keep and maintain during the Term of this Agreement full, complete and true records of all revenues and all expenditures in the form and manner as specified or directed by the Company in its Operations Manual or otherwise in writing. All financial records must be kept by Franchisee for a minimum of five (5) years or such longer period as may be prescribed by law.

7.6.2 Franchisee shall, from time to time, deliver to the Company such reports and information as the Company shall reasonably require. All such requirements shall be specified in the Operations Manual.

7.6.3 Franchisee shall keep and preserve all data or records of orders and sales for a period of three (3) years or such longer period as may be prescribed by the Internal Revenue Code, or any rules or regulations promulgated pursuant thereto, or any applicable state law, rule or regulation.

7.6.4 From time to time the Company may make one or more routine inquiries to TransUnion or other qualified credit reporting service to obtain information on the then-current credit ratings of Franchisee or the Managing Partner.

7.6.5 Franchisee agrees that during the first year of operation of the Restaurant it will engage the third party Company designates for accounting services.

7.7 Inspection.

7.7.1 The Company or its designee may inspect the Restaurant and the operations thereof to determine compliance with the operations and other standards contained herein and in the Operations Manual. Franchisee shall cooperate fully with the Company in connection with any such inspections. Such rights of inspection may be exercised at any time and without prior notice and shall include, but not be limited to, the right to:

7.7.1.1 Visually inspect and observe the Location and Restaurant;

7.7.1.2 Observe and videotape the operation of the Restaurant for such consecutive or intermittent period as the Company deems appropriate;

7.7.1.3 Remove samples of any food and beverage products, supplies, consumables or other products for testing or analysis;

7.7.1.4 Interview personnel and guests of the Restaurant;

7.7.1.5 Inspect and copy any books, records, and documents relating to the operation of the Restaurant including all accounting and employee records and books of account

7.7.1.6 Inspect the Computer System (defined in Section 7.10), including hardware, software, security, configurations, connectivity and data access; and

7.7.1.7 Demand from Franchisee's vendors from time to time, and Franchisee hereby irrevocably authorizes and instructs Franchisee's vendors to supply to the Company upon its said demand, information regarding any failure by Franchisee to meet its obligations to such vendor as and when due.

7.7.2 The Company shall notify Franchisee in writing of any deficiencies which are disclosed by such inspections and may notify Franchisee of problems which are brought to the Company's attention, *provided, however*, the failure to provide any such notice shall not be deemed a waiver by the Company to provide a subsequent notice. Any such notice may be delivered by email.

7.7.3 The Company shall bear the cost of all inspections; *provided, however*, if Franchisee fails an inspection, or if the Company or its designated representatives were for any reason prevented from properly inspecting any or all of the Restaurant (including because Franchisee or its personnel refuse entry to the Restaurant's premises), Franchisee's restaurant will be re-inspected, and the Company reserves the right to deduct by EFT Authorization from Franchisee's account the greater of $500 or the cost of the re-inspection (or any subsequent re-inspections).

7.7.4 If Franchisee shall fail to maintain the standards of quality or service established by the Company, the Company shall have the right to assign to the Restaurant such person or persons as it deems necessary for the training of Franchisee to ensure that standards of quality and service are maintained. Franchisee shall pay to the Company, the Company's then-current fee for each such person so assigned to such Restaurant, plus all travel and living expenses.

7.8 Compliance with Laws. Franchisee shall operate the Restaurant in strict compliance with all applicable laws, rules and regulations of all governmental and quasi-governmental authorities with jurisdiction over the Restaurant, shall comply with all applicable wage, hour, and other laws and regulations of the federal, state or local governments (including any and all licensing requirements), and shall prepare, file and retain all necessary tax returns, and pay promptly all taxes imposed upon Franchisee or upon Franchisee's Restaurant or property. If the applicable tax law of the state where the Restaurant is located requires the Company to pay any income or other taxes in respect of payments Franchisee makes to the Company under this Agreement, Franchisee will gross up the amount due to ensure that the amount the Company actually receives is the same amount the Company would have received had the Company not been required to make such tax payments. Franchisee agrees to comply and assist Company in its compliance efforts, as applicable, with any and all laws, regulations, Executive Orders or otherwise relating to anti-terrorist activities or conduct of transactions involving certain foreign parties, including, without limitation, the U.S. Patriot Act, Executive Order 13224, the U.S. Foreign Corrupt Practices Act, the Bank Secrecy Act, the International Money Laundering Abatement and Anti-terrorism Financing Act, the Export Administration Act, the Arms Export Control Act, the International Economic Emergency Powers Act, and related U.S. Treasury and/or other regulations. In connection with such compliance efforts, Franchisee agrees not to enter into any prohibited transactions and to properly perform any currency reporting and other activities relating to Franchisee's Restaurant as may be required by Company or by law. Franchisee confirms that it, its owners, employees, agents, and representatives are not presently listed (nor has any such

individual previously been listed) on the U.S. Treasury Department's List of Specially Designated Nationals, the Annex to Executive Order 13224 (the Annex is currently available at http://www.treasury.gov), or in any other governmental list which prohibits the Company or Franchisee from dealing with such individuals, and agrees not to hire any person so listed or have any dealing with a person so listed. Franchisee is solely responsible for ascertaining what actions must be taken by it to comply with all such laws, orders and/or regulations, and specifically acknowledges and agrees that its indemnification responsibilities as provided in Section 14.2 pertain to Franchisee's obligations hereunder. Franchisee shall timely file all fictitious business name statements and similar submissions required by any law, rule or regulation of any federal, state, or local government in connection with Franchisee's use of the Company's Trademarks. Franchisee shall immediately deliver to the Company copies of all notices or other communications received from any governmental or quasi-governmental authority regarding any alleged violation of law, or any investigation of any possible violation of law.

7.9 Pricing. The Company may periodically set a maximum or minimum price that Franchisee may charge for products and services offered by the Restaurant. If the Company imposes a maximum price for any product or service, Franchisee may not charge more for the product or service than the maximum price the Company imposes. If the Company imposes a minimum price for any product or service, Franchisee may not charge less for such product or service than the minimum price the Company imposes. For any product or service for which the Company does not impose a maximum or minimum price, the Company may require Franchisee to comply with an advertising policy adopted by the Company which will prohibit Franchisee from advertising any price for a product or service that is different than the Company's suggested retail price. Although Franchisee must comply with any advertising policy the Company adopts, Franchisee will not be prohibited from selling any product or service at a price above or below the suggested retail price unless the Company imposes a maximum price or minimum price for such product or service.

7.10 Restaurant Technology.

7.10.1 Computer System. The Company shall have the right to specify or require that certain brands, types, makes, and/or models of communication facilities, computer systems and hardware be used by Franchisee, including without limitation (i) back office and point-of-sale systems, data, audio, and video systems, (ii) printers and other peripheral hardware or devices, (iii) archival back-up systems, (iv) Internet access mode and speed, (v) methods and means of encryption, (vi) kiosks, menu boards (which may include nutritional information), and other hardware associated with ordering systems or systems used for the marketing, promotion or operation of the Toppers Pizza System or Franchisee's Toppers Pizza Restaurant, (vii) media upon which Franchisee shall record data and (viii) physical, electronic, and other security systems (collectively, the "Computer System"). Franchisee shall purchase or lease, install and maintain the Computer System at its sole expense; Franchisee agrees to maintain the Computer System in compliance with the Company's specifications. Franchisee agrees, at its own expense, to keep the Computer System in good maintenance and repair and install such additions, changes, modifications, substitutions, and/or replacements to the Computer System as the Company directs from time to time in writing. Franchisee acknowledges that the cost of obtaining and/or updating

the Computer System may not be fully amortizable over the remaining Term of this Agreement, but nevertheless Franchisee agrees to incur such costs.

7.10.2 Online and Web-based Ordering. The Company has established an online ordering system for the Toppers Pizza System (the "Online Ordering System"). The Online Ordering System is an online ordering system that is used to promote, receive, price and transmit over the Internet, via third party applications, or by certain other means as may be developed from time to time, orders for food and other products placed by Toppers Pizza customers originating from web browsers over the Internet, from third party applications via hand held devices, or from other web or digital sources, to be filled by Toppers Pizza restaurants. Franchisee's use of the Online Ordering System is a mandatory component of the System. Accordingly, Franchisee shall take no action whatsoever to suspend, disable, compromise, or terminate Franchisee's use of the Online Ordering System during the Term. The Company may require Franchisee to use the services of third-party food delivery services, online ordering services, or other food aggregation services (such as UberEats®, GrubHub®, and DoorDash®), which may be processed through the Online Ordering System at Company's election. Otherwise, unless previously authorized in writing by the Company, Franchisee may not use such services.

7.10.2.1 Grant of License. Subject to the provisions of this Agreement, the Company shall grant to Franchisee a non-exclusive, non-transferable, limited license to use the Online Ordering System to receive orders placed by Toppers Pizza customers. Franchisee shall use the Online Ordering System in compliance with this Agreement and the Operations Manual, and only in connection with the operation of Franchisee's Restaurant. Franchisee shall be responsible for setting its prices and tax rates in the Online Ordering System, subject to Company's right under Section 7.9 of this Agreement to set a maximum or minimum price. Franchisee also shall be responsible for all hardware costs, Internet access costs, third party software costs (as determined solely by the Company) and/or other technology costs required or convenient for the use and operation of the Online Ordering System. Franchisee's license to use the Online Ordering System shall terminate simultaneously and automatically upon termination or expiration of this Agreement.

7.10.2.2 Additional Restrictions on Use. Franchisee shall not (i) copy or in any way duplicate the Online Ordering System, (ii) use or attempt to use the Online Ordering System for any purposes other than as specifically provided for in this Agreement, (iii) market, license, distribute, sublicense or otherwise commercially exploit the Online Ordering System or sell, lend, rent, license, give, assign or otherwise transfer or dispose of the Online Ordering System, (iv) permit the use of the Online Ordering System by others or operate the Online Ordering System for third parties (e.g., as a service bureau or data processing service), (v) modify or translate the Online Ordering System or Documentation into any other computer or human language, or (vi) disassemble, reverse-engineer or decompile the Online Ordering System or otherwise attempt to discover any portion of the source code or trade secrets related to the Online Ordering System.

7.10.2.3 Upgrades. The Company may provide Franchisee with upgrades to the Online Ordering System as such upgrades become available, whether said upgrades are provided by the Company or by third parties ("Mandatory Online Ordering System Upgrades"). Franchisee agrees to license, purchase, implement and utilize any Mandatory Online Ordering System Upgrades. If required by Company, Franchisee shall pay all costs and fees associated with or related to any Mandatory Online Ordering System Upgrades.

7.10.2.4 The Company may develop, design, integrate, modify, amend and change the Online Ordering System. The Company may require Franchisee to license, purchase, implement and utilize any modifications to the Online Ordering System. The Company may cease to license the Online Ordering System to Franchisee and require Franchisee to obtain an online ordering system from an approved vendor (which may be the Company's affiliate) at Franchisee's cost.

7.10.2.5 Maintenance and Third-Party Services. The Company may approve a third-party vendor to provide maintenance and support ("Maintenance"), and services such as consulting, installation, and training ("Third-Party Services") for the Online Ordering System. If the Company does so, the Company may require Franchisee to engage such third-party vendor at Franchisee's cost.

7.10.2.6 Warranty. THE COMPANY MAKES NO EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE ONLINE ORDERING SYSTEM OR ITS CONDITION, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE OR USE BY FRANCHISEE. THE COMPANY FURNISHES THE ABOVE WARRANTIES IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Franchisee acknowledges, however, that: (i) the Online Ordering System may experience periods of downtime or unavailability; (ii) the Company makes no assurances, guarantees, representations or warranties regarding its uptime or availability; and (iii) the Company shall not be liable for any such downtime or unavailability.

7.10.3 Required System. The Company shall have the right, but not the obligation, to develop or have developed for it, or to designate (i) an integrated computer suite of software, either third-party and/or proprietary, that includes, but is not limited to an Online Ordering System, as described in Section 7.10.2, a point-of-sale system, and any software required or convenient for the marketing, promotion or operation of the Toppers Pizza System or Franchisee's Toppers Pizza Restaurant, that Franchisee shall install at its expense (the "Required System"); (ii) additions, updates, supplements, modifications or enhancements to the Required System, which Franchisee shall install at its expense; and (iii) the database file structure of the Computer System. The Required System may include, without limitation, management, financial control, or such other systems or technologies as the Company shall elect in its sole discretion from time to time. Franchisee shall purchase or license, at Franchisee's expense, the Required System. Franchisee will enter

into any license or use agreement established with respect to the Required System from time to time by the Company, or such other document, instrument, agreement or form as may be required from time to time by the Company for Franchisee's use or license of the Required System. Franchisee shall install all such additions, changes, modifications, substitutions, and/or replacements to the Required System as the Company directs from time to time. The Company may in the future elect to discontinue, redesign or offer substitute computer software for all or part of the Required System, which Franchisee shall license, install and implement at Franchisee's sole expense. The Company reserves the right to charge fees for the Required System and/or updates and enhancements, and to change the fees from time to time.

7.10.4 Support Services. As required from time to time by the Company, Franchisee must enter into support agreements with specified third party vendors. Franchisee shall be required to purchase any computer and software support services that may be developed by the Company from time to time to the extent generally made available to the Company's franchisees by the Company.

7.10.5 Internet Access; E-Mail. At all times during the Term of this Agreement, Franchisee shall, at Franchisee's expense, maintain (i) access to the Internet for the Restaurant through an established and reliable Internet access provider at such mode and speed specified by the Company, and (ii) an email address to be used as a means of communication and transmission of documents and information between Franchisee and the Company. Franchisee will review its email daily and respond to email within one business day of receipt.

7.10.6 Intranet. The Company may develop an intranet network, or similar system, through which the Company and its franchisees can communicate by email or similar electronic means. Franchisee shall use the Company's intranet in strict compliance with standards, protocols and restrictions set forth in the Operations Manual. Franchisee shall not transmit any confidential information, documents or data over the Internet without first encrypting the transmission using the encryption program adopted by the Company for the Company's intranet site. Franchisee shall not make any derogatory, defamatory or libelous statements in any transmission made through the Company's intranet site or by any other means.

7.10.7 Company's Access to Information. The Company shall have the right at any and all times to remotely retrieve, use, add or modify such data and information from Franchisee's Computer System, the Online Ordering System and/or Required System that the Company deems necessary or desirable. Franchisee agrees and acknowledges that the Company accepts data without independent review or verification, and that the Company has no duty to do so. Acceptance of data by the Company from Franchisee is not and shall not be deemed to be approval of the data, including, without limitation, approval of customer addresses as being within Franchisee's Delivery Area.

7.10.8 Data. The Company may specify in the Operations Manual (or elsewhere in writing) the information that Franchisee shall collect and maintain on its Computer System at each Restaurant, and Franchisee shall provide to the Company such reports as

the Company may request from time to time from the data so collected and maintained (except the Restricted Data). All data provided by Franchisee (except any Restricted Data), whether uploaded to the Company's system from Franchisee's system and/or downloaded from Franchisee's system to the Company's system, is and will be owned exclusively by the Company, and the Company will have the right to use such data in any manner that the Company deems appropriate without compensation to Franchisee. In addition, all other data created or collected by Franchisee in connection with its Restaurant(s), or in connection with Franchisee's operation of the Restaurant(s) (including but not limited to consumer and transaction data), is and shall be owned exclusively by the Company during the Term of, and following termination or expiration of, this Agreement. Copies and/or originals of such data must be provided to the Company upon the Company's request. The Company hereby licenses use of such data back to Franchisee, at no additional cost, solely for the Term of this Agreement and solely for Franchisee's use in connection with the establishment and operation of the Restaurant pursuant to this Agreement.

7.10.9 Privacy. Franchisee may from time to time have access to information that can be used to identify an individual, including names, addresses, telephone numbers, email addresses, employee identification numbers, signatures, passwords, financial information, credit card information, government-issued identification numbers and credit report information ("Personal Information"). Franchisee may gain access to such Personal Information from the Company, its affiliates, its vendors, or Franchisee's own operations. Franchisee acknowledges and agrees that all Personal Information (other than Restricted Data) is the Company's Confidential Information and is subject to the protections of Section 7.11.

During and after the Term, Franchisee (and if Franchisee is conducting business as an Entity, each of its owners) agrees to, and to cause Franchisee's current and former employees, representatives, affiliates, successors and assigns to: (a) process, retain, use, collect, and disclose all Personal Information only in strict accordance with all applicable laws, regulations, orders, the guidance and codes issued by industry or regulatory agencies, and the privacy policies and terms and conditions of any applicable Online Presence; (b) assist the Company with meeting the Company's compliance obligations under all applicable laws and regulations relating to Personal Information, including the guidance and codes of practice issued by industry or regulatory agencies; and (c) promptly notify the Company of any communication or request from any customer or other data subject to access, correct, delete, opt-out of, or limit activities relating to any Personal Information.

If Franchisee becomes aware of a suspected or actual breach of security or unauthorized access involving Personal Information, Franchisee will notify the Company immediately and specify the extent to which Personal Information was compromised or disclosed. Franchisee also agrees to follow the Company's instructions regarding curative actions and public statements relating to the breach. The Company reserves the right (but has no obligation) to conduct a data security and privacy audit of any of the Restaurant's and Franchisee's computer systems at any time, from time to time, to ensure that Franchisee is complying with the Company's requirements. Franchisee must promptly notify the Company if Franchisee receives any complaint, notice, or communication,

whether from a governmental agency, customer or other person, relating to any Personal Information, or Franchisee's compliance with its obligations relating to Personal Information under this Agreement, and/or if Franchisee has any reason to believe it will not be able to satisfy any of Franchisee's obligations relating to Personal Information under this Agreement.

Notwithstanding anything to the contrary in this Agreement or otherwise, Franchisee agrees that the Company does not control or own any of the following Personal Information (collectively, the "**Restricted Data**"): (a) any Personal Information of the employees, officers, contractors, owners or other personnel of Franchisee, Franchisee's affiliates, or the Restaurant; (b) such other Personal Information as the Company may from time to time expressly designate as Restricted Data; and/or (c) any other Personal Information to which the Company does not have access. Regardless of any guidance the Company may provide generally and/or any specifications that the Company may establish for other Personal Information, Franchisee has sole and exclusive responsibility for all Restricted Data, including establishing protections and safeguards for such Restricted Data; provided, that in each case Franchisee agrees to comply with all applicable laws, regulations, orders, and the guidance and codes issued by industry or regulatory agencies applicable to such Restricted Data.

7.10.10 Changes in Technology. Franchisee acknowledges and agrees that changes in technology occur quickly and are often unforeseeable. To provide for inevitable but unpredictable changes to technology, Franchisee agrees that the Company shall have the absolute right to establish, in writing, new standards for the implementation of technology, related to the Computer System, the Online Ordering System and/or the Required System, and that Franchisee shall abide by the new standards as if this Section were periodically revised by the Company to account or provide for unpredictable changes to technology. Additionally, the Company reserves the right to develop or contract with third parties to develop centralized or technology-based methods of taking, processing, routing and/or delivering food orders in addition to the methods and technology currently used by Toppers Pizza restaurants (the "Alternate Order Systems"). The Alternate Order Systems may become mandatory at any time during the Term of this Agreement. In such case and as deemed necessary by the Company, Franchisee agrees, at its sole expense to (i) license, purchase or lease and install new or replacement equipment, hardware and/or software, (ii) implement and use the Alternate Order Systems, (iii) participate in any training for the Alternate Order Systems and/or (iv) enter into any licensing, participation or other agreements with the Company or third parties. The Company shall be the sole owner of all direct and related rights and assets of the Alternate Ordering Systems, including software and hardware, intellectual property and all data generated by the Alternate Ordering Systems, excluding any hardware purchased directly by Franchisee for the purpose of utilizing the Alternate Ordering Systems.

7.11 Confidential Information. In connection with Franchisee's franchise under this Agreement, Franchisee and its owners and personnel may from time to time be provided and/or have access to non-public information about the System and the operation of Restaurants (including the Restaurant) some of which constitutes the Company's trade secrets under applicable

law, whether or not marked confidential (the "Confidential Information"), including (without limitation):

7.11.1 site selection criteria;

7.11.2 training and operations materials and manuals, including, without limitation, recipes and the Operations Manual;

7.11.3 the System Standards and other methods, formats, specifications, standards, systems, procedures, techniques, sales and marketing techniques, knowledge, and experience used in developing, promoting and operating Restaurants;

7.11.4 market research, promotional, marketing and advertising programs for Restaurants;

7.11.5 knowledge of specifications for, and suppliers of, the Proprietary Products, the Authorized Products and Services, assets used in the operation of Restaurants and other products and supplies;

7.11.6 any computer software or similar technology which is proprietary to the Company, the Company's affiliates, or the System, including, without limitation, the Online Ordering System, digital passwords and identifications and any source code of, and data, reports, and other printed materials generated by, the software or similar technology;

7.11.7 knowledge of the operating results and financial performance of Restaurants, other than Franchisee's Restaurant; and

7.11.8 customer data.

Confidential Information does not include Restricted Data (as defined in Section 7.10.9), nor does it include information, knowledge, or know-how, which is lawfully known to the public without violation of applicable law or an obligation to the Company or its affiliates. All Confidential Information furnished to Franchisee by the Company or on its behalf, whether orally or by means of written material (i) shall be deemed proprietary, (ii) shall be held by Franchisee in strict confidence, (iii) shall not be copied, disclosed or revealed to or shared with any other person except to Franchisee's employees or contractors who have a need to know such Confidential Information for purposes of this Agreement and who are under a duty of confidentiality no less restrictive than Franchisee's obligations hereunder, or to individuals or entities specifically authorized by the Company in advance, and (iv) shall not be used in connection with any other business or capacity. Franchisee will not acquire any interest in any of the Company's Confidential Information other than the right to use it as the Company specifies in operating the Restaurant during this Agreement's Term. Franchisee agrees to adopt and implement reasonable procedures to prevent unauthorized access, use or disclosure of the Confidential Information, including establishing reasonable security and access measures and restricting its disclosure to key personnel. With respect to any proprietary software that the Company may license to Franchisee, Franchisee shall not disassemble, reverse-engineer, or decompile such proprietary software or otherwise attempt to discover any portion of the source code or trade secrets related to such

proprietary software. With respect to any proprietary recipes, Franchisee shall not disclose to any third party or attempt to discover or otherwise reverse-engineer the constituent ingredients of such recipes. The Company may require Franchisee to have its employees and contractors execute individual undertakings and shall have the right to regulate the form of and to be a party to or third-party beneficiary under any such agreements.

Franchisee acknowledges and agrees that, as between the Company and Franchisee, the Company is the sole owner of all right, title, and interest in and to the System and any Confidential Information. All improvements, developments, derivative works, enhancements, or modifications to the System and any Confidential Information (collectively, "Innovations") made or created by Franchisee, Franchisee's employees or Franchisee's contractors, whether developed separately or in conjunction with the Company, shall be owned solely by the Company. Franchisee represents, warrants, and covenants that its employees and contractors are bound by written agreements assigning all rights in and to any Innovations developed or created by them to Franchisee. To the extent that Franchisee, its employees or its contractors are deemed to have any interest in such Innovations, Franchisee hereby agrees to assign, and does hereby assign, all right, title and interest in and to such Innovations to the Company. To that end, Franchisee shall execute, verify, and deliver such documents (including, without limitation, assignments) and perform such other acts (including appearances as a witness) as the Company may reasonably request for use in applying for, obtaining, perfecting, evidencing, sustaining, and enforcing such ownership rights in and to the Innovations, and the assignment thereof. If the Company is unable for any reason, after reasonable effort, to secure Franchisee's signature on any document needed in connection with the actions specified in this Section 7.11, Franchisee hereby irrevocably designates and appoints the Company and its duly authorized officers and agents as Franchisee's agent and attorney-in-fact, which appointment is coupled with an interest and is irrevocable, to act for and on Franchisee's behalf to execute, verify, and file any such documents and to do all other lawfully permitted acts to further the purposes of this Section 7.11 with the same legal force and effect as if executed by Franchisee. Franchisee's obligation to assist the Company with respect to such ownership rights shall continue beyond the expiration or termination of this Agreement.

7.12 Additional Printed Materials. Franchisee shall display at the Restaurant such additional printed material as the Company shall from time to time require, including, but not limited to, Franchise menus, menu boards, food preparation posters, nutritional information, sales material, systems advertising material, and other marketing material (collectively, "Printed Materials"). The Company shall have the right to order and have shipped to the Restaurant such Printed Materials on Franchisee's behalf and invoice Franchisee (or debit Franchisee's account via EFT Authorization) for such Printed Materials and their associated delivery fees.

7.13 "Operated By" Sign. Franchisee shall display, at a location and in a manner acceptable to the Company, a sign indicating that the Restaurant is operated as a franchise by Franchisee under a franchise agreement with the Company.

7.14 Participation in Gift Card and Loyalty Programs. Franchisee shall participate in gift card and loyalty programs and shall accept gift cards and loyalty cards (whether physical cards or mobile applications) as implemented by the Company from time to time.

7.15 Authorization to Disclose Information. Franchisee acknowledges and agrees that the Company may disclose to any third party, including, without limitation, current Toppers franchisees, any information and documents relevant to the Restaurant, including but not limited to, copies of this Agreement, as amended from time to time, the lease for the Restaurant's premises, and sales data and financial statements for the Restaurant.

8. OTHER SERVICES OF THE COMPANY

8.1 Investor-Owner Training

8.1.1 The Company may require Franchisee (or, if Franchisee is an Entity, all of its direct and indirect owners) and the Restaurant Manager (if applicable) to complete investor-owner training ("Investor-Owner Training").

8.1.2 Unless otherwise agreed by the parties, Investor-Owner Training consists of up to two (2) weeks of training at the Company's corporate offices, at another "Toppers Pizza" Restaurant, or at another place designated by the Company.

8.1.3 If Franchisee is, at any time, an Entity, and a new direct or indirect owner obtains an interest in Franchisee, Company may require such new owner to attend Investor-Owner Training in accordance with the provisions of Section 8.1.1. If the Company retrains any person who fails to complete Investor-Owner Training to the Company's satisfaction, or if it trains any additional owners after the Investor-Owner Training provided pursuant to Section 8.1.1, such training shall be scheduled according to the availability of the Company's personnel, and Franchisee shall pay the Company's then-current training fees, plus all travel and living expenses.

8.1.4 With respect to the Investor-Owner Training, Franchisee shall pay all transportation costs, food, lodging and similar costs incurred in connection with attendance at such courses. The Company shall pay no compensation for any services performed by trainee(s) in connection with such training programs.

8.2 Initial Training

8.2.1 Subject to Section 8.6, the Company will provide initial training ("Initial Training") in the Company's System and methods of operation for Franchisee's Managing Partner and/or the Restaurant Manager, as applicable. If Franchisee requests that the Company trains additional individuals and the Company agrees to do so, Franchisee shall pay the Company's then-current training fees for each such individual in excess of two (2), plus all travel and living expenses. The Initial Training includes approximately 306 hours of in-store operations and management training at a designated training restaurant and approximately 78 hours of classroom, administrative, and leadership training. The exact location(s) will be determined by the Company. Franchisee is responsible for paying any associated travel and living expenses.

8.2.2 The Managing Partner or Restaurant Manager, as applicable, must complete Initial Training to the Company's satisfaction prior to operating the Restaurant. Franchisee

acknowledges the Company's superior skill and knowledge with respect to the management of Toppers Pizza restaurants, and Franchisee agrees that the Company, in its sole subjective judgment, exercised in good faith, will determine whether an individual has satisfactorily completed Initial Training.

8.2.3 If the Company retrains any person who fails to complete Initial Training to the Company's satisfaction, or if it trains any additional managers, or other personnel after the Initial Training provided pursuant to Section 8.2, such remedial training shall be scheduled according to the availability of the Company's personnel, and Franchisee shall pay the Company's then-current training fees, plus all travel and living expenses.

8.3 Opening Support and On-Site Training

8.3.1 Subject to the following limitations, the Company will provide seven (7) to twenty-eight (28) days of additional on-site training, marketing, and opening support at Franchisee's Restaurant (which shall be provided by one or more of the Company's trainers) before, during and immediately after the opening of the Restaurant ("Opening Support"). If Franchisee (or its affiliate) already operates a Restaurant, Opening Support shall be reduced to seven (7) to fourteen (14) days of on-site training, and if Franchisee (or its affiliate) already operates a Restaurant, the Company has no obligation to provide Opening Support. The Company may require Franchisee to reimburse the Company for all transportation costs, food, lodging and similar costs incurred by the Company and its personnel in connection with such Opening Support.

8.3.2 The Company may, from time to time, at its discretion, cause its field representatives to visit the Restaurant for the purpose of rendering advice and consultation or on-site training, with respect to the Restaurant, its operation and performance, and compliance by Franchisee with the Operations Manual. If provided at Franchisee's request or because the Company determines, in its discretion, that such training is necessary, the Company may require Franchisee to pay such on-site training charges as may be then in effect, and to reimburse the Company for all transportation costs, food, lodging and similar costs incurred by the Company and its personnel in connection with such on-site training. Notwithstanding any assistance provided by the Company, it will be Franchisee's sole responsibility to ensure that all new employees and current employees are trained to perform their duties properly, at Franchisee's expense, according to specifications, standards, and procedures provided in the Operations Manual.

8.4 Mandatory and Optional Supplementary Training

8.4.1 The Company may, from time to time, at its discretion, make available to Franchisee, the Managing Partner or the Restaurant Manager, supplementary training courses or programs during the Term of this Agreement held on a national or regional basis at locations selected by the Company to instruct Franchisee, the Managing Partner, or the Restaurant Manager with regard to new procedures or programs. Such supplementary training may relate, by way of illustration, to cooking techniques, new recipes, marketing, bookkeeping, accounting and general operating procedures, and the establishment, development and improvement of computer systems. The Company shall designate such

supplementary training courses or programs as either mandatory or optional. If a supplementary training program is designated as mandatory, Franchisee, the Managing Partner or the Restaurant Manager, as determined by the Company, must attend such training program. Except for travel and living expenses, the Company shall not charge Franchisee for mandatory supplementary training courses. If a supplementary training program is designated optional, the Company may, in its discretion, establish charges applicable to all franchisees similarly situated, for optional supplementary training courses. The time and place of both mandatory and optional supplementary training courses shall be at the Company's sole discretion. The Company may designate a third party to conduct such mandatory and optional supplementary training courses.

8.4.2 With respect to both mandatory and optional supplementary training courses, Franchisee shall pay all transportation costs, food, lodging and similar costs incurred in connection with attendance at such courses. The Company shall pay no compensation for any services performed by trainee(s) in connection with such supplementary training programs.

8.5 Reporting Forms. The Company will furnish to Franchisee the standard reporting forms and charts of accounts that are required to be used by Franchisee.

8.6 Training for Second and Subsequent Restaurants. Notwithstanding any provision in this Agreement to the contrary, if this Agreement is the second (2nd) or subsequent franchise agreement that Franchisee (or its affiliates) has signed to own and operate a Toppers Pizza restaurant, Company will not be obligated to provide Initial Training, or Opening Support.

8.7 Virtual Training and Meetings. Notwithstanding any provision in this Section 8 to the contrary, the Company may provide any training, seminars, conferences, or other meetings using online means (such as through a video-conferencing service). In addition, the Company will not be required to send any of its personnel to the Restaurant to provide any training, assistance, or services if the Company determines it is unsafe to do so. Such determination by the Company will not relieve Franchisee from its obligations under this Agreement, including Franchisee's obligation to pay monies owed to the Company, and will not serve as a basis for Franchisee's termination of this Agreement.

9. ASSIGNMENT AND RIGHT OF FIRST REFUSAL

9.1 Assignment by the Company. The Company shall have the right to (a) change its ownership and (b) assign this Agreement, and all of its rights and privileges hereunder, to any other person or entity without Franchisee's prior consent; provided that, in respect to any assignment resulting in the subsequent performance by the assignee of the functions of the Company, the assignee shall expressly assume and agree to perform all such obligations.

9.2 Assignment by Franchisee.

9.2.1 This Agreement has been entered into by the Company in reliance upon and in consideration of the singular personal skill, qualifications and trust and confidence reposed in Franchisee or, in the case of Franchisee which is an Entity, the principal officers,

managers or partners thereof who will actively and substantially participate in the ownership and operation of the Restaurant. Accordingly, none of the following may be transferred without the Company's prior written approval: (i) this Agreement (or any interest in this Agreement); (ii) the Restaurant (or any right to operate, possess, control, manage, or receive all or a portion of the Restaurant's profits or losses or capital appreciation related to the Restaurant); (iii) substantially all of the assets of the Restaurant; (iv) any ownership interest in Franchisee (regardless of its size); or (v) any ownership interest in any of Franchisee's owners (if such owners are legal entities) (each of the foregoing, an "Assignment").

In addition to the foregoing, if Franchisee is an Entity, each of the following shall be deemed to be an Assignment of this Agreement: (i) the transfer of any ownership interest or voting power of Franchisee, whether in one or more transactions, by operation of law or otherwise; (ii) the issuance of any securities by Franchisee which itself or in combination with any other transaction(s) results in Franchisee's direct or indirect owners existing as of the Effective Date owning less of the outstanding ownership interest or voting power of Franchisee as such direct or indirect owners owned on the Effective Date; (iii) if Franchisee is a partnership, the withdrawal, death or legal incapacity of a general partner or limited partner owning any percentage of the voting power, property, profits or losses, or partnership interests of the Partnership (each of which is referred to hereinafter as a "Partnership Right"), or the admission of any additional general partner or the transfer by any general partner of any of its Partnership Rights in the partnership; (iv) the death or legal incapacity of any direct or indirect owner owning any percentage of the capital stock, membership interest, voting power, or Partnership Rights of Franchisee; and (v) any merger, stock redemption, consolidation, reorganization or recapitalization involving Franchisee, or the amendment of the articles, bylaws or operating agreement of Franchisee. Any of the foregoing transfers made without the Company's approval is a breach of this Agreement and has no effect. Notwithstanding the foregoing, Assignments among Franchisee's current owners of ownership interests in Franchisee will require prior notice to the Company but will not require the Company's consent so long as such assignment does not result in a change in the Managing Partner or change in control of Franchisee. For purposes of the preceding sentence, "control" means the right and power to direct or cause the direction of Franchisee's management and policies.

If Franchisee intends to list the Restaurant or its rights under this Agreement for Assignment with any broker or agent, Franchisee shall do so only after obtaining the Company's written approval of the broker or agent and of the listing agreement. Franchisee may not use or authorize the use of any Mark in advertising any prospective Assignment nor may Franchisee use or authorize the use of, and no third party shall on Franchisee's behalf use, any written materials to advertise or promote any prospective Assignment without the Company's prior written approval of such materials.

9.2.2 Should the Company not elect to exercise its said right of first refusal, or should such right of first refusal be inapplicable, as herein provided, the Company will not unreasonably withhold its consent to such Assignment provided that all of the following conditions are met before or concurrently with the effective date of the Assignment:

9.2.2.1 the assignee (or the principal officers, directors, and direct or indirect owners, as applicable, of an assignee which is an Entity) demonstrates that it has the skills, qualifications and economic resources necessary, in the Company's judgment, to own and operate the Restaurant contemplated by this Agreement, and by all other agreements between the Company and such assignee, and all agreements proposed to be assigned to such assignee;

9.2.2.2 the assignee shall have completed the Company's Initial Training programs to the Company's satisfaction or is deemed qualified by virtue of their experience, exercised in good faith;

9.2.2.3 Franchisee shall have fully complied with all of its obligations to the Company, whether under this Agreement or any other agreement, arrangement or understanding with the Company;

9.2.2.4 the assignee shall execute the Company's then-current form of franchise agreement then being offered to prospective franchisees of the Company (except that the assignee shall not be obligated to pay the Initial Fee);

9.2.2.5 the assignor shall assign to the assignee the lease or sublease for the Restaurant and all other agreements relating to the Restaurant;

9.2.2.6 the lessor, if any, of the Location shall have consented to the assignment of the Location lease;

9.2.2.7 all individuals and entities who will be direct or indirect owners of Franchisee following the Assignment must execute or have executed a guaranty in the form the Company prescribes;

9.2.2.8 Franchisee and its owners expressly agree in writing to comply with the non-competition covenants set forth in Section 10 and with all other post-termination obligations contained in this Agreement;

9.2.2.9 Franchisee (and Franchisee's transferring owners) sign a general release, in a form satisfactory to the Company, of any and all claims against the Company and its owners, officers, directors, employees, and agents;

9.2.2.10 the Company has determined that the purchase price and payment terms will not adversely affect the transferee's operation of the Restaurant;

9.2.2.11 if Franchisee or its owners finance any part of the purchase price, Franchisee and/or its owners agree that all of the assignee's obligations under promissory notes, agreements, or security interests reserved in the Restaurant are subordinate to the assignee's obligation to pay Continuing Royalties, Brand Development Fund Fees, Technology Fees, and other amounts due to the Company, its affiliates, and third-party vendors related to the operation of the Restaurant and otherwise to comply with this Agreement;

9.2.2.12 (a) Franchisee has corrected any existing deficiencies of the Restaurant of which the Company has notified Franchisee on a punch list or in other communications, and/or (b) the assignee agrees (if the Assignment is of this Agreement) to upgrade, remodel, and refurbish the Restaurant in accordance with the Company's then-current requirements and specifications for Restaurants within the time period the Company specifies following the effective date of the Assignment (the Company will advise the assignee before the effective date of the Assignment of the specific actions that it must take and the time period within which such actions must be taken). The Company may also require the assignee to escrow an amount the Company approves for payment of the required upgrade, remodel or refurbishment; and

9.2.2.13 Franchisee shall pay to the Company a transfer fee equal to Ten Thousand Dollars ($10,000), which will be reduced to Five Thousand Dollars ($5,000) if the proposed assignee (or its affiliate) owns and operates a Toppers Pizza restaurant at the time of the Assignment; *provided, further,* that if Franchisee owns multiple Toppers Pizza restaurants and the proposed Assignment involves the transfer of multiple Toppers Pizza restaurants to the same proposed assignee (or its affiliates), then the transfer fee will equal Ten Thousand Dollars ($10,000) each for the first two Toppers Pizza Restaurants and Five Thousand Dollars ($5,000) for each additional Toppers Pizza restaurant involved in the Assignment; *provided, however,* if the proposed Assignment is to or among owners of Franchisee or to or among the spouse, children, and/or parents of Franchisee, or an owner of Franchisee, Franchisee shall not be required to pay the transfer fee contemplated by this subsection; provided, however, the Franchisee must reimburse the Company for any direct costs the Company incurs in connection with documenting and processing such Assignment, including the Company's reasonable legal fees.

9.2.3 Franchisee shall not in any event have the right to pledge, encumber, hypothecate or otherwise give any third party a security interest in this Agreement in any manner whatsoever without the express prior written permission of the Company, which permission may be withheld for any reason whatsoever in the Company's sole subjective judgment. Franchisee shall in no event make, or attempt to make, any Assignment to any person or entity which operates, franchises or licenses any restaurant which features the sale of pizza or other food products featured by "Toppers Pizza" restaurants, excluding the Company or another franchisee of the Company.

9.3 Franchisee Information. The Company shall have the right, but not the obligation, to furnish any prospective assignee with copies of all financial statements which have been furnished by Franchisee to the Company in accordance with this Agreement. The Company shall also have the right to advise any prospective assignee of any uncured breaches or defaults by assignor under this Agreement, or any other agreement relating to the Restaurant proposed to be assigned, transferred, or sold. The Company's approval of such proposed transaction shall not, however, be deemed a representation or guarantee by the Company that the terms and conditions of the proposed transaction are economically sound or that, if the transaction is consummated, the

assignee will be capable of successfully conducting the Restaurant and no inference to such effect shall be made from such approval.

9.4 Right of First Refusal.

9.4.1 Except as otherwise specified in Section 9.4.2, if Franchisee (or any of its owners) at any time wishes to enter into an Assignment in a transaction that otherwise would be allowed under Section 9.2 above, Franchisee (or its owners) agree that such proposed Assignment shall be subject to the Company's right of first refusal with respect thereto. The Company's said right of first refusal shall be exercised in the following manner:

9.4.1.1 Franchisee shall deliver to the Company all documents the Company requests regarding the proposed transfer, including, but not limited to, a complete copy of a fully executed Agreement, together with all exhibits thereto, and setting forth all of the terms and conditions of the proposed Assignment. Additionally, Franchisee shall deliver to the Company all available information concerning the proposed assignee, including but not limited to, information concerning the employment history, financial condition, credit history, skill and qualifications of the proposed assignee and, in the case of an assignee which is an Entity, of its direct and indirect owners, as applicable.

9.4.1.2 Within twenty (20) business days after the Company's receipt of such notice (or if the Company shall request additional information, within twenty (20) business days after receipt of such additional information), the Company may either consent or withhold its consent to such Assignment, in accordance with Section 9.2, or, at its option, accept the Assignment to itself or to its nominee upon the terms and conditions specified in the notice. The Company may substitute an equivalent sum of cash for any consideration other than cash specified in said notice.

9.4.1.3 If the Company shall elect not to exercise its said right of first refusal and shall consent to such Assignment, Franchisee shall, subject to the provisions of Section 9.2, be free to complete the Assignment to such proposed assignee on the terms and conditions specified in said notice. If, however, the Company elects not to exercise its said right of first refusal and the terms shall be materially changed, or if more than ninety (90) days shall pass without such Assignment occurring, such changed terms or lapse of time shall be deemed a new proposal and the Company shall again have such right of first refusal with respect thereto.

9.4.2 Notwithstanding anything herein to the contrary, in the event of Assignment occurring by reason of the death or legal incapacity of (i) Franchisee, if an individual, or (ii) a stockholder or member owning fifty percent (50%) or more of the capital stock or voting power of Franchisee, if a corporation or limited liability company, or (iii) a (x) a general partner, or (y) a limited partner owning fifty percent (50%) or greater interest in any of the Partnership Rights of Franchisee, if a Partnership; the transfer of Franchisee's interest in this Agreement or the transfer of such stockholder's or partner's voting power,

stock or Partnership Interest to his heirs, personal representatives or conservators, as applicable, shall require the Company's written consent (which shall not be unreasonably withheld), but shall not give rise to the Company's right of first refusal hereunder, although such right shall apply as to any proposed transfer or Assignment by such heirs, personal representatives or conservators. In the event of an assignment by reason of the provisions of this Section 9.4.2, the assignee-franchisee shall pay the $10,000 transfer fee set forth in Section 9.2.2.13 and commence new franchisee training within ninety (90) days after taking said assignment.

10. NON-COMPETITION

10.1 General.

10.1.1 Subject to the exceptions, if any, explicitly set forth in Exhibit B that is attached to and made a part of this Agreement, during the Term of this Agreement, neither Franchisee, nor any officer, director, or owner of Franchisee, shall directly or indirectly, own, operate, advise, be employed by, be lessor for the premises of, or have any financial interest in any business (excluding Toppers Pizza restaurants operated under franchise agreements with Company) that features the sale of pizzas for delivery, dine-in, carryout, or curbside pickup. This restriction shall not apply to ownership of publicly held companies, provided that Franchisee, its officers, directors, or owners, hold no more than one-tenth of one percent (0.1%) interest in any publicly held company engaged in the sale of pizzas or other food products featured by "Toppers Pizza" restaurants or the delivery of any prepared foods.

10.1.2 To the extent permitted by applicable law, during the two (2) year period after the expiration or termination hereof, for any reason, neither Franchisee, nor any officer, director, or owner of a Franchisee which is an Entity, shall, either directly or indirectly, own, operate, advise, be employed by, be lessor for the premises or, or have any interest in any business that features the sale of pizzas or other food products featured by "Toppers Pizza" restaurants, (i) at the Location, (ii) within a ten (10) mile radius of the Location, or (iii) within a five (5) mile radius of any then-existing "Toppers Pizza" Restaurant, without the Company's prior written consent. If any person restricted by this Section 10.1.2 fails to comply with the foregoing obligations as of the date of termination or expiration of this Agreement, the two (2) year restricted period for that person will commence on the date the person begins to comply with this Section 10.1.2, which may be the date a court order is entered enforcing this provision.

10.1.3 The parties have attempted in Sections 10.1.1 and 10.1.2 above to limit Franchisee's right to compete only to the extent necessary to protect the Company from unfair competition. The parties hereby expressly agree that if the scope or enforceability of Section 10.1.1 or 10.1.2 is disputed at any time by Franchisee, a court or arbitrator, as the case may be, may modify either or both of such provisions to the extent that it deems necessary to make such provision(s) enforceable under applicable law. In addition, the Company reserves the right unilaterally to reduce the scope of either, or both, of those provisions without Franchisee's consent, at any time or times, effective immediately upon notice to Franchisee.

10.2 Non-Interference. Franchisee further agrees that, during the Term of this Agreement, Franchisee, Franchisee's owners, and Franchisee's or Franchisee's owners' immediate family members will not solicit, interfere, or attempt to interfere with the Company or the Company's affiliates' relationships with any customers, vendors, or consultants.

11. DEFAULT AND TERMINATION

11.1 Termination by Franchisee. If Franchisee and its owners are fully complying with this Agreement and the Company materially fails to comply with this Agreement and does not correct the failure within 30 days after Franchisee delivers written notice of the material failure to the Company or if the Company cannot correct the failure within 30 days and it fails to give Franchisee within 30 days after Franchisee's notice reasonable evidence of the Company's effort to correct the failure within a reasonable time, Franchisee may terminate this Agreement effective an additional 30 days after Franchisee delivers to the Company written notice of termination. Franchisee's termination of this Agreement other than according to this Section 11.1 will be deemed a termination without cause and a breach of this Agreement.

11.2 Termination by the Company The Company may terminate this Agreement, effective upon delivery of written notice of termination to Franchisee, if:

11.2.1 Franchisee (or any of its owners) has made or makes any material misrepresentation or omission in acquiring the franchise or operating its Restaurant;

11.2.2 Franchisee fails to receive the Company's written acceptance of a Location on or before the Location Acceptance Deadline or fails to sign a lease or purchase document for an acceptable location for the Restaurant on or before the Location Acquisition Deadline (as defined in Section 2.1.2);

11.2.3 Franchisee does not open its Restaurant for business on or before the Opening Deadline (or the Extended Opening Deadline if the Company has granted Franchisee an Opening Extension);

11.2.4 the Company determines the Managing Partner or Restaurant Manager, as applicable, is incapable or unqualified to complete Initial Training to the Company's satisfaction;

11.2.5 Franchisee abandons or fails actively to operate the Restaurant for three (3) or more consecutive days, unless Franchisee closes the Restaurant for a purpose the Company approves;

11.2.6 Franchisee (or any of its owners) is or has been convicted by a trial court of, or plead or has pleaded no contest or guilty to, a felony;

11.2.7 Franchisee fails to maintain the insurance the Company requires and does not correct the failure within 10 days after the Company delivers written notice of that failure to Franchisee;

11.2.8 Franchisee (or any of its owners) engages in any conduct which, in the Company's opinion, adversely affects the reputation of the Restaurant or the goodwill associated with the Trademarks;

11.2.9 Franchisee (or any of its owners) makes or attempts to make an unauthorized Assignment;

11.2.10 Franchisee loses the right to occupy the Location;

11.2.11 Franchisee (or any of its owners) knowingly makes any unauthorized use or disclosure of any part of the Operations Manual or any other Confidential Information;

11.2.12 Franchisee violates any law, ordinance, rule or regulation of a governmental agency in connection with the operation of the Restaurant and fails to correct such violation within 72 hours after Franchisee receives notice from the Company or any other party, regardless of any longer period of time that any governmental authority or agency may have given Franchisee to cure such violation;

11.2.13 Franchisee fails to pay the Company or its affiliates any amounts due and does not correct the failure within 10 days after written notice of that failure has been delivered or fails to pay any third party obligations owed in connection with Franchisee's ownership or operation of the Restaurant and does not correct such failure within any cure periods permitted by the person or entity to whom such obligations are owed;

11.2.14 Franchisee fails to pay when due any federal or state income, service, sales, use, employment or other taxes due on or in connection with the operation of the Restaurant, unless Franchisee is in good faith contesting its liability for these taxes;

11.2.15 Franchisee understates its Gross Sales three times or more during this Agreement's Term;

11.2.16 Franchisee understates its Gross Sales by more than five percent (5%) during any four-week reporting period (as specified in Section 4.11.2);

11.2.17 Franchisee (or any of its owners) (a) fails on three or more separate occasions within any 12 consecutive month period to comply with this Agreement, whether or not the Company notifies Franchisee of the failures, and, if the Company does notify Franchisee of the failures, whether or not Franchisee corrects the failures after the Company's delivery of notice to Franchisee; or (b) fails on two or more separate occasions within any six consecutive month period to comply with the same obligation under this Agreement, whether or not the Company notifies Franchisee of the failures, and, if the Company does notify Franchisee of the failures, whether or not Franchisee corrects the failures after the Company's delivery of notice to Franchisee;

11.2.18 Franchisee makes an assignment for the benefit of creditors or admits in writing its insolvency or inability to pay its debts generally as they become due; Franchisee consents to the appointment of a receiver, trustee, or liquidator of all or the substantial part

of its property; Franchisee's Restaurant is attached, seized, subjected to a writ or distress warrant, or levied upon, unless the attachment, seizure, writ, warrant, or levy is vacated within 30 days; or any order appointing a receiver, trustee, or liquidator of Franchisee or its Restaurant is not vacated within 30 days following the order's entry;

11.2.19 Franchisee (or any of its owners) files a petition in bankruptcy or a petition in bankruptcy is filed against Franchisee;

11.2.20 Franchisee (or any of its owners) fails to comply with anti-terrorism laws, ordinances, regulations and Executive Orders;

11.2.21 Franchisee creates or allows to exist any condition in connection with the operation of the Restaurant or in or at the Restaurant's Location which the Company reasonably determines to present a health or safety concern for the Restaurant's customers or employees;

11.2.22 Franchisee fails to pass quality assurance audits, and does not cure such failure within 15 days after the Company delivers written notice of failure to Franchisee;

11.2.23 Franchisee (or any of its owners) fails to comply with any other provision of this Agreement or any System Standard, and does not correct the failure within 30 days after the Company delivers written notice of the failure to Franchisee; *provided, however*, that if such failure is the direct result of a Casualty Event, and Franchisee is using good-faith efforts to cure the failure, the Company will not exercise its rights under this Section 11.2 unless Franchisee has failed to cure such default within 180 days following written notice thereof. As used in this paragraph, a "Casualty Event" is a fire, tornado, hurricane, flood, earthquake or similar natural disaster which is not within Franchisee's control;

11.2.24Franchisee fails to spend the minimum Local Advertising Expenditure in any fiscal quarter or annually, and does not cure such failure within 30 days after the Company delivers written notice of failure to Franchisee;

11.2.25Franchisee or its affiliate fails to comply with any other agreement with the Company or its affiliate and does not correct such failure within the applicable cure period, if any; or

11.2.26 the Managing Partner is unable to continue in the role as Managing Partner and the Restaurant has not yet opened for business, or after the Restaurant is open for business, Franchisee changes the identity of the Managing Partner without receiving the Company's prior written consent.

11.3 Cross-Default. Any default by Franchisee under the terms and conditions of this Agreement or any lease, sublease or other agreement between the Company, or its affiliate, and Franchisee, or any default by Franchisee of its obligations to any Advertising Cooperative of which it is a member, shall be deemed to be a default of each and every said agreement. Furthermore, in the event of termination, for any cause, of this Agreement or any other agreement between the parties hereto, the Company may, at its option, terminate any or all said agreements.

11.4 Additional Remedies. In addition to the rights and remedies granted to the Company under this Section 11, in the event of a default under this Agreement by Franchisee, the Company shall have the right to pursue any and all remedies available to the Company under this Agreement, at law or in equity. In addition, if this Agreement is terminated because of Franchisee's default or if Franchisee terminates this Agreement without cause before its expiration, Franchisee and the Company agree that it would be difficult if not impossible to determine the amount of damages that the Company would suffer due to the loss or interruption of the revenue stream the Company otherwise would have derived from Franchisee's continued payment of Continuing Royalties and Technology Fees and that the Brand Development Fund and Association would have otherwise derived from Franchisee's continued contributions to those funds, less any cost savings, through the remainder of the Term (the "Damages"). The parties agree that a reasonable estimate of the Damages is, and Franchisee agrees to pay the Company as compensation for the Damages, an amount equal to the then net present value of the Continuing Royalties, Technology Fees, Brand Development Fund contributions and Cooperative Advertising Fees that would have become due had this Agreement not been terminated, from the date of termination to the earlier of: (a) five (5) years following termination or (b) the scheduled expiration of the then-current Term of this Agreement (the "Measurement Period"). For this purpose, Damages shall be calculated by multiplying (1) the number of calendar months in the Measurement Period by (2) the aggregate percentages of the Continuing Royalties, Technology Fees, Brand Development Fund contributions and Cooperative Advertising Fees, by (3) the average monthly Gross Sales of the Restaurant during the 12 full calendar months immediately preceding the last date of regular operations of the Restaurant in accordance with this Agreement; however, if as of such date, the Restaurant has not been operating for at least 12 months, Damages will be calculated based on the average monthly Gross Sales during the Company's previous fiscal year immediately preceding the last date of regular operations of the Restaurant in accordance with this Agreement. The parties agree that the calculation described in this Section is a calculation only of the Damages and that nothing herein shall preclude or limit the Company from proving and recovering any other damages caused by Franchisee's breach of this Agreement.

11.5 Interim Operations. The Company has the right (but not the obligation), (1) if Franchisee abandons or fails to actively operate the Restaurant; or (2) if Franchisee fails to comply with any provision of this Agreement or any System Standard and does not cure the failure within the time period the Company specifies in its notice to Franchisee, to enter the Location and operate the Restaurant on an interim basis (or to appoint a third party to operate the Restaurant on an interim basis) for any period of time the Company deems appropriate.

If the Company (or a third party) operates the Restaurant on an interim basis (or appoints a third party to do so) under subpart (2), above, Franchisee agrees to pay the Company (in addition to the Continuing Royalty, Brand Development Fund contributions, the Technology Fee, and other amounts due under this Agreement) an amount equal to ten percent (10%) of Gross Sales, plus the Company's (or the third party's) direct out-of-pocket costs and expenses, for the period of such interim operations. If the Company (or a third party) operates the Restaurant on an interim basis, Franchisee acknowledges that the Company (or the third party) will have a duty to utilize only reasonable efforts and will not be liable to Franchisee or its owners for any debts, losses, or obligations the Restaurant incurs, or to any of Franchisee's creditors for any supplies, products, or

other assets or services the Restaurant purchases, while the Company (or the third party) operates the Restaurant.

If the Company (or a third party) operates the Restaurant on an interim basis (or appoints a third party to do so) under subpart (1), above, the Company will collect the Gross Sales of the Restaurant in an account the Company designates, which may be Franchisee's business account and/or the business account of the Company or one of its affiliates or designees. The Company will account for and deduct from such Gross Sales all operating expenses of the Restaurant, including: (a) any applicable Royalty, Brand Development Fund contributions, and other amounts due to the Company or its affiliates, and (b) any and all of the Company's and its affiliates' and designees' costs and expenses arising from such interim operations, which Franchisee hereby agrees it will reimburse in full as an operating expense of the Restaurant. Any and all Gross Sales that exceed the expenses of the Restaurant during the period of interim operations under subpart (1), above, as the Company determines and calculates, will be retained by the Company in full and will become its property, as consideration for the interim operations that the Company is providing under this Section. If the Gross Sales derived from operations of the Restaurant is less than the amount of the associated expenses during the time of any interim operations, Franchisee is solely directly responsible for the balance of all such expenses and costs, including reimbursement of the Company's and its affiliates' and designee's costs and expenses, and payment of any Royalty, Brand Development Fund contributions, and other amounts due to the Company or its affiliates. The Company may collect any amounts owed to it, its affiliates, or designees directly from any collected Gross Sales, and/or pay over such amounts to us to the Company, its affiliates, or designees in any manner the Company sees fit.

If the Company elects to operate the Restaurant on any interim basis, Franchisee must cooperate with the Company and its designees, continue to support the operations of the Restaurant, and comply with all of the Company's instructions and System Standards, including making available any and all books, records, and accounts. Franchisee understands and acknowledges that during any such interim period, Franchisee is still the owner of the Restaurant and continues to bear sole liability for any and all accounts payable, obligations, and/or contracts, including all obligations under the lease for the Restaurant and all obligations to Franchisee's vendors and employees and contractors. Franchisee understands that the Company is not required to use Franchisee's employees, vendors, or accounts to operate the Restaurant. Franchisee also agrees that the Company may elect to cease such interim operations of the Restaurant at any time with notice to Franchisee.

If the Company exercises its rights under this Section 11.5, that will not affect the Company's right to terminate this Agreement under Section 11.2 above.

11.6 Interim Remedies. If Franchisee is in default of any provision of this Agreement, the Company may, at its option, elect to impose interim remedies and/or reduce the services the Company provides to the Restaurant (collectively, the "Limited Services") rather than terminate this Agreement. The Company will provide written notice to Franchisee before implementing Limited Services. Notwithstanding the implementation of Limited Services, at any time that Franchisee is in default of this Agreement and is receiving Limited Services, the Company may elect to terminate this Agreement. Limited Services may include: (a) withdrawing approval of any Website on which the Restaurant is listed; (b) suspending Franchisee's access to Brand

Development Fund services; (c) suspending Franchisee's access to the Online Ordering System; (d) suspending Franchisee's ability to attend training and conferences offered by the Company; (e) suspending Franchisee's access to restaurant design, layout services, and real estate services; and/or (f) limiting the Company's on-site visits to the minimum required (if any) by this Agreement.

12. FURTHER OBLIGATIONS AND RIGHTS OF THE PARTIES UPON TERMINATION OR EXPIRATION

12.1 The Company's Rights. In the event of expiration or termination of this Agreement, whether by reason of default, lapse of time, or other cause, Franchisee shall:

12.1.1 close the Restaurant for business to customers and cease to sell, directly or indirectly, any products and services of any kind in any manner from the Restaurant and/or using the Trademarks, unless the Company directs Franchisee otherwise in connection with its exercise of its option to purchase pursuant to Section 12.3

12.1.2 pay all amounts due to the Company (or its affiliates), including, but not limited to, unpaid Continuing Royalties, Brand Development Fund Fees, Technology Fees, interest, and all other amounts owed to the Company (and its affiliates) which then are unpaid;

12.1.3 discontinue the use of the Trademarks;

12.1.4 not thereafter operate or do business under any name containing "Toppers Pizza," or under any name confusingly similar thereto or to the Trademarks or any of them, or in any manner that might tend to give the general public the impression that it is operating a business as a franchisee of the Company and shall promptly take such action as the Company may direct to prevent any possible confusion in the mind of the public as to Franchisee's non-affiliation with the Company, including but not limited to, repainting the Restaurant premises and fixtures in a color scheme dissimilar to that of the Company's, removal of signage, advertising, exterior building treatments and neon strips, and other fixtures and furnishings that might tend to cause the public to associate Franchisee with the Company or its franchisees or the System;

12.1.5 immediately return the Operations Manual and all other manuals, bulletins, instruction sheets, and supplements and copies thereof to the Company;

12.1.6 transfer, assign or otherwise convey to Company full control of all telephone numbers associated with or pertaining to the Restaurant (including, but not limited to all telephone numbers listed on any boxes, mailings, promotional-flyers or other advertising material used with respect to the Restaurant or "Toppers Pizza," and all telephone numbers listed in the white pages or yellow pages under the name "Toppers Pizza"), all related telephone directory listings (collectively "Contact Identifiers"), and all Online Presences, or, at the Company's election, terminate all such Contact Identifiers and Online Presences. Notwithstanding the foregoing, Franchisee agrees that all liabilities and obligations arising from any such Contact Information or Online Presence prior to the date

of the transfer, assignment or conveyance to Company will remain Franchisee's sole responsibility in all respects, and any costs Company incurs in connection therewith will be indemnifiable under Section 14.2. Franchisee hereby appoints Company as its true and lawful attorney-in-fact to take such actions and execute such documents on Franchisee's behalf as may be required to effect the foregoing purposes;

12.1.7 not thereafter use, in any manner, or for any purpose, directly or indirectly, any of the Company's Confidential Information, trade dress, recipes, procedures, techniques, or materials acquired by Franchisee by virtue of the relationship established by this Agreement, including, without limiting the generality of the foregoing, (a) all manuals, bulletins, instruction sheets, and supplements thereto, (b) all forms, advertising matter, marks, devices, insignia, slogans and designs used from time to time in connection with the Restaurant (c) all lists, specifications or standards regarding Authorized Products and Services, (d) all Trademarks or trade names now or hereafter applied for or granted in connection therewith, and (e) all customer data and customer lists; and

12.1.8 comply with all other System Standards the Company establishes from time to time (and all applicable laws) in connection with the closure and de-identification of the Restaurant, including as it relates to disposing of Personal Information, in any form, in Franchisee's possession or the possession of any of Franchisee's employees.

12.2 Termination Without Prejudice. The expiration or termination of this Agreement shall be without prejudice to the rights of the Company against Franchisee and such expiration or termination shall not relieve Franchisee of any of its obligations to the Company existing at the time of expiration or termination or terminate those obligations of Franchisee which, by their nature, survive the expiration or termination of this Agreement. It is expressly understood and agreed that the promises and agreements of Franchisee contained in this Agreement, are also for the benefit of the Company's subsidiaries, affiliates and designees, and any of them may, in their own names, exercise all rights and remedies necessary or desirable to protect or enforce their respective interest, including, without limitation, obtaining injunctive relief to enforce the obligations of Franchisee set forth in this Agreement.

12.3 Purchase Option. Upon the Company's termination of this Agreement according to its terms and conditions, Franchisee's termination of this Agreement without cause, or expiration of this Agreement (if the Company offers, but Franchisee elects not to acquire, a renewal franchise, or if the Company does not offer Franchisee a renewal franchise due to Franchisee's failure to satisfy the conditions for a renewal franchise set forth in Section 3.2), the Company has the option, exercisable by giving Franchisee written notice before or within thirty (30) days after the date of termination or expiration (the "Election Period") to purchase the Restaurant. The Company has the unrestricted right to assign this option to purchase. The Company is entitled to all customary warranties and representations in its asset purchase. The purchase price for the Restaurant will be its fair market value, provided that the fair market value will not include any value for (i) the franchise or any rights granted by this Agreement; or (ii) goodwill attributable to the Trademarks, brand image, and other intellectual property. The Company may exclude from the assets purchased any items that are not reasonably necessary (in function or quality) to the Restaurant's operation or that the Company has not approved as meeting System Standards for Restaurants, and the purchase price will reflect these exclusions.

During the Election Period and, if the Company elects to exercise such purchase option, until the closing of the transaction, the Company may elect (i) to operate (or to designate a third party to operate) the Restaurant or (ii) to require Franchisee to close the Restaurant. In either case, Franchisee shall maintain in force all insurance policies and business licenses required pursuant to this Agreement through the closing date, unless the Company does not exercise the purchase option prior to the expiration of the Election Period. If the Company elects to assume operations (or to designate a third party to do so), Franchisee acknowledges and agrees that any and all revenue of the Restaurant during such period will belong to the Company.

If the parties cannot agree on fair market value, fair market value will be determined by one (1) independent accredited appraiser who will conduct an appraisal and, in doing so, be bound by the criteria specified herein. The parties agree to select the appraiser within fifteen (15) days after the Company notifies Franchisee that the Company wishes to exercise its purchase option (if the parties have not agreed on fair market value before then). The parties will share equally the appraiser's fees and expenses. The appraiser must complete its appraisal within thirty (30) days after its appointment. The purchase price will be the appraised value.

The Company (or its assignee) will pay the purchase price at the closing, which will take place not later than sixty (60) days after the purchase price is determined. The Company may set-off against the purchase price, and reduce the purchase price by, any and all amounts Franchisee or its owners owe the Company or its affiliates. At the closing, Franchisee agrees to deliver instruments transferring to the Company (or its assignee): (a) good and merchantable title to the assets purchased, free and clear of all liens and encumbrances (other than liens and security interests acceptable to the Company), with all sales and other transfer taxes paid by Franchisee; (b) all of the Restaurant's licenses and permits which may be assigned or transferred; and (c) an assignment of the lease for the Restaurant's premises.

Franchisee and its owners further agree to execute general releases, in a form satisfactory to the Company, of any and all claims against the Company and its owners, officers, directors, employees, agents, successors, and assigns. If the Company exercises its rights under this Section 12.3, Franchisee and its owners agree that, for two (2) years beginning on the closing date, Franchisee and its owners will be bound by the non-competition covenant contained in Section 10.

13. ENFORCEMENT

13.1 Security Interest. As security for the performance of Franchisee's obligations under this Agreement, including payments owed to the Company for purchase by Franchisee, Franchisee hereby collaterally assigns to the Company the Lease and grant the Company a security interest in all of the assets of the Restaurant, including but not limited to inventory, accounts, supplies, contracts, and proceeds and products of all those assets (including cash derived from the operation of the Restaurant). Franchisee agrees to execute such other documents as the Company may reasonably request in order to further document, perfect and record its security interest. If Franchisee defaults in any of its obligations under this Agreement, the Company may exercise all rights of a secured creditor granted to the Company by law, in addition to the Company's other rights under this Agreement and at law. This Agreement shall be deemed to be a Security Agreement and Financing Statement and may be filed for record as such in the records of any county and state that the Company deems appropriate to protect the Company's interests.

13.2 Franchisee May Not Withhold Amounts Due to the Company. Franchisee agrees that it will not withhold payment of any amounts owed to the Company on the grounds of its alleged nonperformance of any of the Company's obligations under this Agreement or for any other reason, and Franchisee specifically waives any right it may have at law or in equity to offset any funds Franchisee may owe the Company or to fail or refuse to perform any of Franchisee's obligations under this Agreement.

13.3 Rights of Parties Are Cumulative. The parties' rights under this Agreement are cumulative, and the parties' exercise or enforcement of any right or remedy under this Agreement will not preclude a party's exercise or enforcement of any other right or remedy which a party is entitled by law to enforce.

13.4 Arbitration. The parties agree that all controversies, disputes, or claims between the Company or any of its affiliates, and the Company's and its affiliates' respective shareholders, officers, directors, agents, and employees, and Franchisee (and its owners, guarantors, affiliates, and employees) arising out of or related to:

13.4.1 this Agreement or any other agreement between Franchisee (or any of its owners) and Company (or any of its affiliates);

13.4.2 the Company's relationship with Franchisee;

13.4.3 the scope or validity of this Agreement or any other agreement between Franchisee (or its owners) and the Company (or its affiliates) or any provision of any of such agreements (including the validity and scope of the arbitration obligation under this Section 13.4, which the parties acknowledge is to be determined by an arbitrator, not a court); or

13.4.4 any System Standard,

must be submitted for binding arbitration, on demand of either party, to the American Arbitration Association ("AAA"). The arbitration proceedings will be conducted by one arbitrator and, except as this Section otherwise provides, according to the AAA's then-current Commercial Arbitration Rules. All proceedings will be conducted at a suitable location chosen by the arbitrator that is within 50 miles of the Company's or, as applicable, the Company's successor's or assign's, then-current principal place of business (currently, Whitewater, Wisconsin). All matters relating to arbitration will be governed by the Federal Arbitration Act (9 U.S.C. §§ 1 et seq.). The interim and final awards of the arbitrator shall be final and binding upon each party, and judgment upon the arbitrator's awards may be entered in any court of competent jurisdiction.

The arbitrator has the right to award or include in his or her awards any relief which he or she deems proper, including, without limitation, money damages, pre- and post-award interest, interim costs and attorneys' fees, specific performance, and injunctive relief, provided that the arbitrator may not declare any of the trademarks owned by the Company or its affiliates generic or otherwise invalid, or award any punitive or exemplary damages against any party to the arbitration proceeding (the parties hereby waiving to the fullest extent permitted by law any such right to or claim for any punitive or exemplary damages against any party to the arbitration proceeding). In

any arbitration brought pursuant to this arbitration provision, and in any action in which a party seeks to enforce compliance with this arbitration provision, the prevailing party shall be awarded its costs and expenses, including attorneys' fees, incurred in connection therewith.

The parties agree to be bound by the provisions of any applicable contractual or statutory limitations provision, whichever expires earlier. The parties further agree that, in any arbitration proceeding, each party must submit or file any claim which would constitute a compulsory counterclaim (as defined by Rule 13 of the Federal Rules of Civil Procedure) within the same proceeding. Any claim which is not submitted or filed as required will be forever barred. The arbitrator may not consider any settlement discussions or offers that might have been made by either party.

THE PARTIES AGREE THAT ARBITRATION WILL BE CONDUCTED ON AN INDIVIDUAL BASIS AND THAT AN ARBITRATION PROCEEDING BETWEEN THE COMPANY AND ANY OF ITS AFFILIATES, OR THE COMPANY'S AND THEIR RESPECTIVE OWNERS, OFFICERS, DIRECTORS, AGENTS, AND EMPLOYEES, ON THE ONE HAND, AND FRANCHISEE (OR FRANCHISEE'S OWNERS, GUARANTORS, AFFILIATES, AND EMPLOYEES), ON THE OTHER HAND, MAY NOT BE: (I) CONDUCTED ON A CLASS-WIDE BASIS, (II) COMMENCED, CONDUCTED OR CONSOLIDATED WITH ANY OTHER ARBITRATION PROCEEDING, (III) JOINED WITH ANY SEPARATE CLAIM OF AN UNAFFILIATED THIRD PARTY, OR (IV) BROUGHT ON FRANCHISEE'S BEHALF BY ANY ASSOCIATION OR AGENT. Notwithstanding the foregoing, if any court or arbitrator determines that all or any part of the preceding sentence is unenforceable with respect to a dispute, controversy or claim that otherwise would be subject to arbitration under this Section, then all parties agree that this arbitration clause shall not apply to that dispute, controversy or claim and that such dispute, controversy or claim shall be resolved in a judicial proceeding in accordance with the dispute resolution provisions of this Agreement.

The parties agree that, in any arbitration arising as described in this Section, the arbitrator shall have full authority to manage any necessary exchange of information among the parties with a view to achieving an efficient and economical resolution of the dispute. The parties may only serve reasonable requests for documents, which must be limited to documents upon which a party intends to rely or documents that are directly relevant and material to a significant disputed issue in the case or to the case's outcome. The document requests shall be restricted in terms of timeframe, subject matter and persons or entities to which the requests pertain, and shall not include broad phraseology such as "all documents directly or indirectly related to." The parties further agree that no interrogatories or requests to admit shall be propounded, unless the parties later mutually agree to their use.

With respect to any discovery of electronically stored information, the parties agree that such requests must balance the need for production of electronically stored information relevant and material to the outcome of a disputed issue against the cost of locating and producing such information. The parties agree that:

(a) production of electronically stored information need only be from sources used in the ordinary course of business. No party shall be required to search for or produce information from back-up servers, tapes, or other media;

(b) the production of electronically stored information shall normally be made on the basis of generally available technology in a searchable format which is usable by the party receiving the information and convenient and economical for the producing party. Absent a showing of compelling need, the parties need not produce metadata, with the exception of header fields for email correspondence;

(c) the description of custodians from whom electronically stored information may be collected shall be narrowly tailored to include only those individuals whose electronically stored information may reasonably be expected to contain evidence that is relevant and material to the outcome of a disputed issue;

(d) the parties shall attempt to agree in advance upon, and the arbitrator may determine, reasonable search parameters; and

(e) where the costs and burdens of electronic discovery are disproportionate to the nature of the dispute or to the amount in controversy, or to the relevance of the materials requested, the arbitrator shall either deny such requests or order disclosure on condition that the requesting party advance the reasonable cost of production to the other side, which cost advance will not be awarded to the prevailing party in any final award.

In any arbitration each side may take no more than three depositions, unless the parties mutually agree to additional depositions. Each side's depositions are to consume no more than a total of 15 hours, and each deposition shall be limited to 5 hours, unless the parties mutually agree to additional time.

The provisions of this Section are intended to benefit and bind certain third-party non-signatories.

The provisions of this Section will continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement.

Any provisions of this Agreement below that pertain to judicial proceedings shall be subject to the agreement to arbitrate contained in this Section.

13.5 Governing Law. ALL MATTERS RELATING TO ARBITRATION WILL BE GOVERNED BY THE FEDERAL ARBITRATION ACT (9 U.S.C. §§ 1 ET SEQ.). EXCEPT TO THE EXTENT GOVERNED BY THE FEDERAL ARBITRATION ACT, THE UNITED STATES TRADEMARK ACT OF 1946 (LANHAM ACT, 15 U.S.C. §§ 1051 ET SEQ.), OR OTHER UNITED STATES FEDERAL LAW, THIS AGREEMENT OR ANY RELATED AGREEMENTS, THE FRANCHISE, AND ALL CLAIMS ARISING FROM THE RELATIONSHIP BETWEEN THE COMPANY (OR ANY OF ITS AFFILIATES, AND ITS AND THEIR RESPECTIVE OWNERS, OFFICERS, DIRECTORS, AGENTS, REPRESENTATIVES, AND EMPLOYEES) AND FRANCHISEE (AND ITS OWNERS, GUARANTORS, AFFILIATES, AND EMPLOYEES) WILL BE GOVERNED BY THE LAWS OF THE STATE OF WISCONSIN, WITHOUT REGARD TO ITS CONFLICT OF LAWS RULES, EXCEPT THAT (1) ANY WISCONSIN LAW REGULATING THE OFFER OR SALE OF FRANCHISES OR GOVERNING THE RELATIONSHIP OF A FRANCHISOR AND ITS FRANCHISEE WILL NOT APPLY UNLESS ITS JURISDICTIONAL REQUIREMENTS ARE

MET INDEPENDENTLY WITHOUT REFERENCE TO THIS SECTION, AND (2) THE ENFORCEABILITY OF THOSE PROVISIONS OF THIS AGREEMENT WHICH RELATE TO RESTRICTIONS ON FRANCHISEE AND ITS OWNERS' COMPETITIVE ACTIVITIES WILL BE GOVERNED BY THE LAWS OF THE STATE IN WHICH THE RESTAURANT IS LOCATED.

13.6 Consent to Jurisdiction. SUBJECT TO THE OBLIGATION TO ARBITRATE UNDER SECTION 13.4 ABOVE AND THE PROVISIONS BELOW, FRANCHISEE AND ITS OWNERS AGREE THAT ALL ACTIONS ARISING UNDER THIS AGREEMENT OR ANY RELATED AGREEMENTS, OR OTHERWISE AS A RESULT OF THE RELATIONSHIP BETWEEN THE COMPANY (OR ANY OF ITS AFFILIATES, AND ITS AND THEIR RESPECTIVE OWNERS, OFFICERS, DIRECTORS, AGENTS, REPRESENTATIVES, AND EMPLOYEES) AND FRANCHISEE (AND ITS OWNERS, GUARANTORS, AFFILIATES, AND EMPLOYEES) MUST BE COMMENCED IN STATE OR FEDERAL COURT NEAREST TO THE COMPANY'S, OR, AS APPLICABLE, THE COMPANY'S SUCCESSOR'S OR ASSIGN'S, THEN-CURRENT PRINCIPAL PLACE OF BUSINESS (CURRENTLY WHITEWATER, WISCONSIN), AND FRANCHISEE (AND EACH OWNER) IRREVOCABLY SUBMITS TO THE JURISDICTION OF THAT COURT AND WAIVES ANY OBJECTION FRANCHISEE (OR THE OWNER) MIGHT HAVE TO EITHER THE JURISDICTION OF OR VENUE IN THAT COURT.

13.7 Waiver of Punitive Damages and Jury Trial. EXCEPT FOR FRANCHISEE'S OBLIGATION TO INDEMNIFY THE COMPANY FOR THIRD-PARTY CLAIMS UNDER SECTION 14.2, THE PARTIES (AND FRANCHISEE'S OWNERS) WAIVE TO THE FULLEST EXTENT PERMITTED BY LAW ANY RIGHT TO OR CLAIM FOR ANY PUNITIVE OR EXEMPLARY DAMAGES AGAINST THE OTHER AND AGREE THAT, IN THE EVENT OF A DISPUTE BETWEEN THE COMPANY AND FRANCHISEE, THE PARTY MAKING A CLAIM WILL BE LIMITED TO EQUITABLE RELIEF AND TO RECOVERY OF ANY ACTUAL DAMAGES IT SUSTAINS.

THE PARTIES IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING, BROUGHT BY EITHER PARTY.

13.8 Injunctive Relief. Nothing in this Agreement, including the provisions of Section 13.4, bars the Company's right to obtain specific performance of the provisions of this Agreement and injunctive relief against any threatened or actual conduct that will cause the Company, the Trademarks, or the System loss or damage, under customary equity rules, including applicable rules for obtaining restraining orders and temporary or preliminary injunctions. Franchisee agrees that the Company may seek such relief from any court of competent jurisdiction in addition to such further or other relief as may be available to the Company at law or in equity. Franchisee agrees that the Company will not be required to post a bond to obtain injunctive relief and that Franchisee's only remedy if an injunction is entered against Franchisee will be the dissolution of that injunction, if warranted, upon due hearing (all claims for damages by injunction being expressly waived hereby).

13.9 Limitations of Claims and Class-Action Bar. EXCEPT FOR CLAIMS ARISING FROM FRANCHISEE'S NON-PAYMENT OR UNDERPAYMENT OF AMOUNTS FRANCHISEE OWES THE COMPANY, ANY AND ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE COMPANY'S RELATIONSHIP WITH FRANCHISEE WILL BE BARRED UNLESS A JUDICIAL OR ARBITRATION PROCEEDING IS COMMENCED IN ACCORDANCE WITH THIS AGREEMENT WITHIN ONE (1) YEAR FROM THE DATE ON WHICH THE PARTY ASSERTING THE CLAIM KNEW OR SHOULD HAVE KNOWN OF THE FACTS GIVING RISE TO THE CLAIMS.

THE PARTIES AGREE THAT ANY PROCEEDING WILL BE CONDUCTED ON AN INDIVIDUAL BASIS AND THAT ANY PROCEEDING BETWEEN THE COMPANY AND ANY OF ITS AFFILIATES, OR THE COMPANY'S AND THEIR RESPECTIVE OWNERS, OFFICERS, DIRECTORS, AGENTS, AND EMPLOYEES, ON THE ONE HAND, AND FRANCHISEE (OR FRANCHISEE'S OWNERS, GUARANTORS, AFFILIATES, AND EMPLOYEES), ON THE OTHER HAND, MAY NOT BE: (I) CONDUCTED ON A CLASS-WIDE BASIS, (II) COMMENCED, CONDUCTED OR CONSOLIDATED WITH ANY OTHER PROCEEDING, (III) JOINED WITH ANY CLAIM OF AN UNAFFILIATED THIRD PARTY, OR (IV) BROUGHT ON FRANCHISEE'S BEHALF BY ANY ASSOCIATION OR AGENT.

NO PREVIOUS COURSE OF DEALING SHALL BE ADMISSIBLE TO EXPLAIN, MODIFY, OR CONTRADICT THE TERMS OF THIS AGREEMENT. NO IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING SHALL BE USED TO ALTER THE EXPRESS TERMS OF THIS AGREEMENT.

13.10 Lawful Attorney. Notwithstanding anything otherwise contained in this Agreement, if Franchisee does not execute and deliver any documents or other assurances so required of Franchisee pursuant to this Agreement or if the Company assumes the management or operation of the business operated hereunder on Franchisee's behalf for any reason, Franchisee hereby irrevocably appoints the Company as its lawful attorney with full power and authority, to execute and deliver in Franchisee's name any such documents and assurances, and to manage or operate the business on Franchisee's behalf, and to do all other acts and things, all in such discretion as the Company may desire, and Franchisee hereby agrees to ratify and confirm all of the Company's acts as Franchisee's lawful attorney and to indemnify and save the Company harmless from all claims, liabilities, losses, or damages suffered in so doing. Franchisee also hereby appoints the Company as its attorney-in-fact to receive and inspect Franchisee's confidential sales and other tax records and hereby authorizes all tax authorities to provide such information to the Company for all tax periods during the Term of this Agreement.

14. GENERAL CONDITIONS AND PROVISIONS

14.1 Relationship of Franchisee to the Company. It is expressly agreed that the parties intend by this Agreement to establish between the Company and Franchisee the relationship of franchisor and franchisee. It is further agreed that Franchisee has no authority to create or assume in the Company's name or on behalf of the Company, any obligation, express or implied, or to act or purport to act as agent or representative on behalf of the Company for any purpose whatsoever. Neither the Company nor Franchisee is the employer, employee, agent, partner or co-venturer of

or with the other, each being independent. Franchisee agrees that it will not hold himself out as the agent, employee, partner or co-venturer of the Company.

Franchisee acknowledges and agrees that Franchisee is solely responsible for all decisions relating to employees, agents, and independent contractors that Franchisee may hire to assist in the operation of Franchisee's Restaurant. Franchisee agrees that any employee, agent or independent contractor that Franchisee hires will be Franchisee's employee, agent or independent contractor, and not Company's employee, agent or independent contractor. Franchisee also agrees that Franchisee is exclusively responsible for the terms and conditions of employment of its employees, including recruiting, hiring, firing, training, compensation, work hours and schedules, work assignments, safety and security, discipline, and supervision. Franchisee agrees to manage the employment functions of the Restaurant in compliance with federal, state, and local employment laws.

14.2 Indemnity by Franchisee. Franchisee agrees to indemnify, defend, and hold harmless the Company, its affiliates, and its and their respective owners, directors, officers, employees, agents, successors, and assignees (the "Indemnified Parties") against, and to reimburse any one or more of the Indemnified Parties for, all claims, obligations, and damages directly or indirectly arising out of: (i) the Restaurant's development or operation, (ii) the business Franchisee conducts under this Agreement, (iii) Franchisee's breach of this Agreement, and/or (iv) Franchisee's employment practices or that are instituted by Franchisee's employees, including, without limitation, those alleged to be or found to have been caused by the Indemnified Party's gross negligence or willful misconduct, unless (and then only to the extent that) the claims, obligations, or damages are determined to be caused solely by the Indemnified Party's gross negligence or willful misconduct in a final, unappealable ruling issued by a court or arbitrator with competent jurisdiction.

For purposes of this indemnification, "**claims**" include all obligations, damages (actual, consequential, or otherwise), and costs that any Indemnified Party reasonably incurs in defending any claim against it, including, without limitation, reasonable accountants', arbitrators', attorneys', and expert witness fees, costs of investigation and proof of facts, court costs, travel and living expenses, and other expenses of litigation, arbitration, or alternative dispute resolution, regardless of whether litigation, arbitration, or alternative dispute resolution is commenced. Each Indemnified Party may defend any claim against it at Franchisee's expense and agree to settlements or take any other remedial, corrective, or other actions.

This indemnity will continue in full force and effect subsequent to and notwithstanding this Agreement's expiration or termination. An Indemnified Party need not seek recovery from any insurer or other third party, or otherwise mitigate its losses and expenses, in order to maintain and recover fully a claim for indemnity under this Section. Franchisee agrees that a failure to pursue a recovery or mitigate a loss will not reduce or alter the amounts that an Indemnified Party may recover under this Section.

14.3 The Company's Right to Cure Defaults. In addition to all other remedies herein granted if Franchisee shall default in the performance of any of its obligations or breach any term or condition of this Agreement or any related agreement, the Company may, at its election, immediately or at any time thereafter, without waiving any claim for breach hereunder, cure such

default for the account and on behalf of Franchisee, and the cost to the Company thereof shall be due and payable on demand and shall be deemed to be additional compensation due to the Company hereunder and shall be added to the amount of compensation next accruing hereunder, at the election of the Company.

14.4 Waiver and Delay. No waiver by the Company of any breach or series of breaches or defaults in performance by Franchisee, and no failure, refusal or neglect of the Company to exercise any right, power or option given to it hereunder or under any other franchise agreement between the Company and Franchisee, whether entered into before, after or contemporaneously with the execution hereof (and whether or not related to the Restaurant) or to insist upon strict compliance with or performance of Franchisee's obligations under this Agreement, any other franchise agreement between the Company and Franchisee, whether entered into before, after or contemporaneously with the execution hereof (and whether or not related to the Restaurant) or the Operations Manual, shall constitute a waiver of the provisions of this Agreement or the Operations Manual with respect to any subsequent breach thereof or a waiver by the Company of its right at any time thereafter to require exact and strict compliance with the provisions thereof.

14.5 No Waiver by Franchisee.

The following provision applies if Franchisee or the franchise granted hereby are subject to the franchise registration or disclosure laws in Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, South Dakota, Virginia, or Wisconsin: No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

14.6 Survival of Covenants. The covenants contained in this Agreement which, by their terms, require performance by the parties after the expiration or termination of this Agreement, shall be enforceable notwithstanding said expiration or other termination of this Agreement for any reason whatsoever.

14.7 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Company and shall be binding upon and inure to the benefit of Franchisee and its or their respective heirs, executors, administrators, successors and assigns, subject to the restrictions on Assignment contained herein.

14.8 Joint and Several Liability. If Franchisee consists of more than one person or entity, or a combination thereof, the obligations and liabilities of each such person or entity to the Company are joint and several.

14.9 Entire Agreement. 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 Company and Franchisee relating to the subject matter of this Agreement. Except as specifically provided for in this Agreement, this Agreement cannot be modified or changed except by written instrument signed by all of the parties hereto. Nothing in this or in any

related agreement, however, is intended to disclaim the representations made by Company in any Franchise Disclosure Document.

14.10 Titles for Convenience. Section titles used in this Agreement are for convenience only and shall not be deemed to affect the meaning or construction of any of the terms, provisions, covenants, or conditions of this Agreement.

14.11 Gender and Construction. All terms used in any one number or gender shall extend to mean and include any other number and gender as the facts, context, or sense of this Agreement or any article or Section hereof may require. As used in this Agreement, the words "include," "includes" or "including" are used in a non-exclusive sense. Franchisee agrees that whenever this Agreement allows or requires the Company to take actions or make decisions, the Company may do so in its sole and unfettered discretion, even if Franchisee believes the Company's action or decision is unreasonable, unless this Agreement expressly and specifically requires that the Company act reasonably or refrain from acting unreasonably in connection with the particular action or decision.

14.12 Severability. Nothing contained in this Agreement shall be construed as requiring the commission of any act contrary to law. Whenever there is any conflict between any provisions of this Agreement or the Operations Manual and any present or future statute, law, ordinance or regulation contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the provisions of this Agreement or the Operations Manual thus affected shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law. If any part, article, Section, sentence or clause of this Agreement or the Operations Manual shall be held to be indefinite, invalid or otherwise unenforceable, the indefinite, invalid or unenforceable provision shall be deemed deleted, and the remaining part of this Agreement shall continue in full force and effect.

If any covenant which restricts competitive activity is deemed unenforceable by virtue of its scope in terms of area, business activity prohibited, or length of time, but would be enforceable if modified, Franchisee and the Company agree that the covenant will be enforced to the fullest extent permissible under the laws and public policies applied in the jurisdiction whose law determines the covenant's validity.

If any applicable and binding law or rule of any jurisdiction requires more notice than this Agreement requires of this Agreement's termination or of the Company's refusal to enter into a successor franchise agreement, or some other action that this Agreement does not require, or if, under any applicable and binding law or rule of any jurisdiction, any provision of this Agreement or any System Standard is invalid, unenforceable, or unlawful, the notice or other action required by the law or rule will be substituted for the comparable provisions of this Agreement, and the Company may modify the invalid or unenforceable provision or System Standard to the extent required to be valid and enforceable or delete the unlawful provision in its entirety. Franchisee agrees to be bound by any promise or covenant imposing the maximum duty the law permits which is subsumed within any provision of this Agreement, as though it were separately articulated in and made a part of this Agreement.

14.13 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. Scanned or electronic signatures shall have the same effect and validity, and may be relied upon in the same manner, as original signatures.

14.14 Fees and Expenses.

14.14.1 The prevailing party in any arbitration or litigation shall be entitled to recover from the other party all damages, costs and expenses, including arbitration and court costs and reasonable attorneys' fees, incurred by the prevailing party in connection with such arbitration or litigation.

14.14.2 Franchisee shall reimburse the Company, promptly on demand, for the costs and reasonable attorney's fees incurred by the Company in connection with the negotiation, if applicable, of any amendments to the terms of this Agreement or any ancillary agreements or exhibits relating hereto or referred to herein following the Effective Date, including the fees and costs related to any filings with any state required as a result of such negotiations.

14.15 Notices. Except as otherwise expressly provided herein, all written notices and reports permitted or required to be delivered by the parties pursuant hereto shall be deemed so delivered by the earlier of the time actually delivered, or as follows: (i) upon receipt after transmission by email or other electronic system transmission; (ii) one (1) business day after being placed in the hands of a reputable commercial courier service or United States Postal Service for overnight delivery; or (iii) three (3) business days after placement in the United States Mail by Registered or Certified Mail, Return Receipt Requested, postage prepaid and addressed as follows:

If to the Company for Reporting Purposes:

TOPPERS PIZZA LLC
333 West Center Street
Whitewater, WI 53190
Attn: Reporting Office
Email: legal@toppers.com

If to the Company for Notice Purposes:

TOPPERS PIZZA LLC
333 West Center Street
Whitewater, WI 53190
Attn: President
Email: legal@toppers.com

If to Franchisee, to the principal business address and email number on Exhibit A, attached, and/or to the Restaurant's address.

Any party may change his or its address by giving ten (10) days prior written notice of such change to all other parties. Any notice the Company sends to Franchisee by electronic means will be deemed delivered if it is delivered to the email address of the Managing Partner listed on Exhibit A or any other email address Franchisee's Managing Partner has notified the Company of, and/or any branded email address the Company issues Franchisee's Managing Partner that is associated with the System.

15. SUBMISSION OF AGREEMENT

15.1 General. The submission of this Agreement does not constitute an offer and this Agreement shall become effective only upon the execution thereof by the Company and Franchisee. THIS AGREEMENT SHALL NOT BE BINDING ON COMPANY UNLESS AND UNTIL IT SHALL HAVE BEEN ACCEPTED AND SIGNED ON ITS BEHALF BY THE PRESIDENT OR CHIEF FINANCIAL OFFICER OF COMPANY. THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL AND UNLESS FRANCHISEE SHALL HAVE BEEN FURNISHED BY COMPANY WITH ALL DISCLOSURE DOCUMENTS, IN WRITTEN FORM, AS MAY BE REQUIRED UNDER OR PURSUANT TO APPLICABLE LAW, FOR REQUISITE TIME PERIODS.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the dates shown below to be effective as of the Effective Date.

COMPANY:

TOPPERS PIZZA LLC

By: _____
Name: _____
Title: _____
Date*: _____
(*This is the Effective Date)

FRANCHISEE:

By: _____
Name: _____
Title: _____
Date: _____
Email: _____

_____
an Individual Date
Email: _____

_____
an Individual Date
Email: _____

_____
an Individual Date
Email: _____

EXHIBIT A

FRANCHISEE OWNERSHIP and DETAILS

1. Complete Franchisee Entity Name: _____

2. Select type of entity:

☐ corporation

☐ limited liability company

☐ partnership

☐ other _____

3. Franchisee was incorporated or formed on _____ (date) under the laws of the State of _____.

4. Franchisee's Address:

Franchisee's Principal Business Address: _____

Physical Mailing Address (if different): _____

5. Has Franchisee conducted business under any name other than Franchisee's corporate, limited liability company, or partnership name? YES or NO If so, under what name: _____ _____

6. List Franchisee's officers, directors, or managers (if applicable):

Name	**Position(s) Held**
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

7. List the owner that Franchisee has designated, and that the Company approves to be, the Managing Partner: _____

8. Managing Partner's Email Address: _____

9. List the full name of each of Franchisee's direct or indirect owners and describe the percentage of each owner's interest (attach additional pages if necessary).

		Owner's Name	**Description and Percentage of Interest**
Owners:	(a)	_____	_____
	(b)	_____	_____
	(c)	_____	_____

EXHIBIT B

EXCEPTIONS TO SECTION 10.1

EXHIBIT C

LEASE ADDENDUM

LEASE ADDENDUM

TO LEASE AGREEMENT DATED _____
BY AND BETWEEN
_____, AS "LANDLORD"
AND
_____, AS "TENANT" FOR THE DEMISED PREMISES ("PREMISES") DESCRIBED THEREIN

This Lease Addendum and the provisions hereof are hereby incorporated into the body of the lease to which this Lease Addendum is attached (the "**Lease**"), and the provisions hereof shall be cumulative of those set forth in the Lease, but to the extent of any conflict between any provisions of this Lease Addendum and the provisions of the Lease, this Lease Addendum shall govern and control.

1. Consent to Collateral Assignment to Franchisor; Disclaimer. Landlord acknowledges that Tenant intends to operate a Toppers Pizza restaurant in the Premises, and that Tenant's rights to operate a Toppers Pizza restaurant and to use the Toppers name, trademarks and service marks (the "**Marks**") are solely pursuant to a franchise agreement ("**Franchise Agreement**") between Tenant and Toppers Pizza LLC ("**Franchisor**"). Tenant's operations at the Premises are independently owned and operated. Landlord acknowledges that Tenant alone is responsible for all obligations under the Lease unless and until Franchisor or another franchisee expressly, and in writing, assumes such obligations and takes actual possession of the Premises. Notwithstanding any provisions of this Lease to the contrary, Landlord hereby consents, without payment of a fee and without the need for further Landlord consent, to (i) the collateral assignment of Tenant's interest in this Lease to Franchisor to secure Tenant's obligations to Franchisor under the Franchise Agreement, and/or (ii) Franchisor's succeeding to Tenant's interest in the Lease as a result of Franchisor's exercise of rights or remedies under such collateral assignment or as a result of Franchisor's termination of, or exercise of rights or remedies granted in or under, any other agreement between Franchisor and Tenant, and/or (iii) Tenant's, Franchisor's and/or any other franchisee of Franchisor's assignment of the Lease to another franchisee of Franchisor with whom Franchisor has executed its then-standard franchise agreement.

2. Use of Premises; Hours of Operation. Tenant shall only use the Premises for purposes of a dine-in/carryout/delivery/curbside-pickup Toppers Pizza restaurant that sells pizza, breadsticks, and other related products or services approved by Franchisor under the trade name "Toppers Pizza" and such other trademarks periodically approved by Franchisor. Landlord acknowledges that Toppers Pizza restaurants feature late-night food service and delivery and agrees that Tenant shall have the right to operate the restaurant at the Premises at any hours that Tenant or Franchisor desires, subject to applicable laws.

3. Remodeling, Décor, Signs and Marks. Landlord agrees that Tenant shall have the right to remodel, equip, paint, and decorate the interior of the Premises and to display the Marks, signs, and awnings on the interior and exterior of the Premises as Tenant is required to do pursuant to the Franchise Agreement and any successor Franchise Agreement under which Tenant may operate a Toppers Pizza restaurant in the Premises; *provided, however*, that Tenant shall make no

structural changes to the Premises without Landlord's consent. Tenant shall have the right to install, at Tenant's expense, internet cabling or other equipment, for communication or otherwise, subject to Landlord's reasonable approval of the location thereof, and provided Tenant removes such installation at the expiration or earlier termination of the Lease and repairs any damage resulting therefrom at Tenant's sole cost and expense.

4. Adjoining Use. No operation currently exists, and Landlord shall not permit, directly or indirectly, a primary pizza delivery, carryout, curbside-pickup, or take-and-bake store or restaurant that sells pizza for delivery, carryout, curbside-pickup, or take-and-bake, or any adult bookstore, or adult theater to be operated within five hundred (500) feet of the Premises in any building owned, leased, or controlled by Landlord.

5. Notice and Cure Rights to Franchisor. Prior to exercising any remedies hereunder (except in the event of imminent danger to the Premises), Landlord shall give Franchisor written notice of any default by Tenant or termination or expiration of the Lease, and commencing upon receipt thereof by Franchisor, Franchisor shall have fifteen (15) additional days to the established cure period as is given to Tenant under the Lease for such default, provided that in no event shall Franchisor have a cure period of less than (i) fifteen (15) days after Franchisor's receipt of such notice as to monetary defaults or (ii) thirty (30) days after Franchisor's receipt of such notice as to non-monetary defaults. Landlord agrees to accept cure tendered by Franchisor as if the same was tendered by Tenant, but Franchisor has no obligation to cure such default. The initial address for notices to Franchisor is as follows:

Toppers Pizza LLC
333 West Center Street
Whitewater, WI 53190
Email: legal@toppers.com

6. Notice of Exercise of Renewal Option. Notwithstanding any provision in the Lease to the contrary, to the extent the Lease sets forth a deadline for Tenant to provide notice to Landlord of its desire to exercise a renewal of the term of the Lease (a "**Lease Renewal Deadline**"), if Tenant fails to notify Landlord before the Lease Renewal Deadline that Tenant wishes to extend the term of the Lease, Landlord shall give Franchisor written notice (at the address set forth in Section 5 above) of such failure and afford Franchisor the opportunity, for no less than ninety (90) days, to discuss the matter with Tenant. If, during such 90-day period, Tenant provides written notice to Landlord that it wishes to extend the term of the Lease, Landlord agrees to accept such written notice as though it was given before the Lease Renewal Deadline. Alternatively, at any point during such 90-day period, and notwithstanding any provisions of the Lease to the contrary, Landlord hereby consents, without payment of a fee and without the need for further Landlord consent, to the assignment of the Lease to Franchisor or another franchisee of Franchisor with whom Franchisor has executed its then-standard franchise agreement, and upon such assignment, such assignee shall have an additional thirty (30) days in which to provide written notice to Landlord that such assignee wishes to extend the term of the Lease, and Landlord agrees to accept such written notice as though it was given before the Lease Renewal Deadline.

7. Non-disturbance from Mortgage Lenders. Notwithstanding anything contained in the Lease to the contrary or in conflict, it shall be a condition of the Lease being subordinated to any mortgage, deed of trust, deed to secure debt or similar encumbrance on the Premises that the holder of such encumbrance agree not to disturb Tenant's rights under this Lease or Tenant's possession of the Premises, so long as Tenant is not in default of its obligations hereunder beyond an applicable grace or cure period provided herein (as may be extended from time to time pursuant to Section 6 above).

8. Financing of Trade Fixtures by Franchisor and Security Interest. Any security interest and/or Landlord's lien in Tenant's trade fixtures, 'trade dress', equipment and other personal property in the Premises is hereby subordinated to any security interest and pledge granted to Franchisor in such items.

9. Third-Party Beneficiary. Franchisor is a third-party beneficiary of this Lease Addendum. Therefore, Franchisor shall have all rights (but not the obligation) to enforce the terms of this Lease Addendum.

10. Franchisor Right to Enter. Upon the expiration or earlier termination of this Lease or the Franchise Agreement, Franchisor or its designee may enter upon the Premises for the purpose of removing all signs and other material bearing the Toppers Pizza name or trademarks, service marks or other commercial symbols of Franchisor.

11. Amendments. Tenant and Landlord agree that the Lease may not be terminated, modified or amended without Franchisor's prior written consent, nor shall Landlord accept surrender of the Premises without Franchisor's prior written consent. Tenant agrees to promptly provide Franchisor with copies of all proposed modifications or amendments and true and correct copies of the signed modifications and amendments.

12. Successors and Assigns. All of Franchisor's rights, privileges and interests under this Lease Addendum and the Lease shall inure to the benefit of Franchisor's successors and assigns. Franchisor may assign its rights under this Lease Addendum to any designee. All provisions in this Lease Addendum applicable to Tenant and Landlord shall be binding on any successor or assign of Tenant or Landlord under the Lease.

13. Counterparts. This Lease Addendum may be executed in one or more counterparts, each of which shall cumulatively constitute an original. Scanned or electronic signatures shall have the same effect and validity, and may be relied upon in the same manner, as original signatures.

[*Signature page follows*]

[Signature Page to Lease Addendum]

AGREED and executed and delivered under seal by the parties hereto as of the day and year of the Lease.

LANDLORD: _____	**TENANT**: _____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

EXHIBIT D

ADDRESS OF LOCATION

DESCRIPTION OF PROTECTED AREA

EXHIBIT E

GUARANTY AND ASSUMPTION OF FRANCHISEE'S OBLIGATIONS

GUARANTY AND ASSUMPTION OF FRANCHISEE'S OBLIGATIONS

THIS GUARANTY AND ASSUMPTION OF OBLIGATIONS (the "Guaranty") is given by the persons indicated below who have executed this Guaranty (each a "Guarantor") to be effective as of the Effective Date of the Agreement (defined below).

In consideration of, and as an inducement to, the execution of that certain Franchise Agreement (as amended, modified, restated, or supplemented from time to time, the "Agreement") by TOPPERS PIZZA LLC (the "Company"), and _____ ("Franchisee"), each of the undersigned hereby personally and unconditionally (a) guarantees to the Company, and its successor and assigns, for the term of the Agreement and 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 (b) agrees to be personally bound by, and personally liable for the breach of, each and every provision in the Agreement, both monetary obligations and obligations to take or refrain from taking specific actions or to engage or refrain from engaging in specific activities.

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 guaranteed; (3) protest and notice of default to any party with respect to the indebtedness or nonperformance of any obligations 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.

Each of the undersigned hereby consents and agrees that:

(a) his or her liability under this undertaking shall be direct, immediate, and independent of the liability of, and shall be joint and several with, Franchisee and the other owners of Franchisee;

(b) liability shall not be diminished, relieved or otherwise affected by any extension of time, credit or other indulgence which Company may grant to Franchisee or to any other person, including 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;

(c) Guarantor shall render any payment or performance required under the Agreement upon demand if Franchisee fails or refuses punctually to do so;

(d) this undertaking will continue unchanged by the occurrence of any bankruptcy with respect to Franchisee or any assignee or successor of Franchisee or by any abandonment of the Agreement by a trustee of Franchisee. Neither Guarantor's obligations to make payment or render performance in accordance with the terms of this undertaking nor any remedy for enforcement shall be impaired, modified, changed, released or limited in any manner whatsoever by any impairment, modification, change, release or limitation of the liability of Franchisee or its estate in bankruptcy or of any remedy for enforcement, resulting from the operation of any present or future provision of the U.S. Bankruptcy Act or other statute, or from the decision of any court or agency;

(e) Company may proceed against Guarantor and Franchisee jointly and severally, or Company may, at its option, proceed against Guarantor, without having commenced any action, or having obtained any judgment against Franchisee. Guarantor hereby waives the defense of the statute of limitations in any action hereunder or for the collection of any indebtedness or the performance of any obligation hereby guaranteed;

(f) Guarantor agrees to pay all reasonable attorneys' fees and all costs and other expenses incurred in any collection or attempt to collect amounts due pursuant to this undertaking or any negotiations relative to the obligations hereby guaranteed or in enforcing this undertaking against Guarantor; and

(g) Guarantor is bound by the restrictive covenants, confidentiality provisions, and indemnification provisions contained in the Agreement.

Each Guarantor that is a business entity, retirement or investment account, or trust acknowledges and agrees that if Franchisee (or any of its affiliates) is delinquent in payment of any amounts guaranteed hereunder, that no dividends or distributions may be made by such Guarantor (or on such Guarantor's account) to its owners, accountholders or beneficiaries, for so long as such delinquency exists, subject to applicable law.

Guarantor agrees to be personally bound by the arbitration obligations under Section 13.4 of the Agreement, including, without limitation, the obligation to submit to binding arbitration the claims described in Section 13.4 of the Agreement in accordance with its terms.

Guarantor represents and warrants that, if no signature appears below for Guarantor's spouse, Guarantor is either not married or, if married, is a resident of a state which does not require the consent of both spouses to encumber the assets of a marital estate.

Capitalized terms that are used but not defined in this Guaranty will have the meanings ascribed to them in the Agreement.

[Signature page follows]

IN WITNESS WHEREOF, each of the undersigned has affixed his, her, or its signature to be effective as of the Effective Date.

GUARANTOR(S)

	Address:	Email:
Name of Guarantor (printed)		
Signature		
	Address:	Email:
Name of Guarantor (printed)		
Signature		
	Address:	Email:
Name of Guarantor (printed)		
Signature		
	Address:	Email:
Name of Guarantor (printed)		
Signature		

The undersigned, as the spouse of the Guarantor indicated below, acknowledges and consents to the guaranty given herein by his/her spouse. Such consent also serves to bind the assets of the marital estate to Guarantor's performance of this Guaranty.

Name of Guarantor (printed)	Name of Guarantor (printed)
Name of Guarantor's Spouse (printed)	Name of Guarantor's Spouse (printed)
Signature of Guarantor's Spouse	Signature of Guarantor's Spouse
Name of Guarantor (printed)	Name of Guarantor (printed)
Name of Guarantor's Spouse (printed)	Name of Guarantor's Spouse (printed)
Signature of Guarantor's Spouse	Signature of Guarantor's Spouse

EXHIBIT F

SEARCH AREA

EXHIBIT G

ELECTRONIC FUNDS TRANSFER AUTHORIZATION AGREEMENT

ELECTRONIC FUNDS TRANSFER
Authorization Agreement

_____ (Franchisee) does hereby authorize TOPPERS PIZZA LLC (Company) to initiate debit or credit entries to Franchisee's account indicated below, and does further authorize the financial institution named below to debit or credit such entries to the Franchisee's account. The amount of such debit or credit entries is limited to those owed to Company under the Franchise Agreement, such as, but not limited to, accrued royalty fees and advertising fees. Franchisee does hereby authorize Company, Company's financial institution, and Franchisee's financial institution to transmit accounting and financial data to Franchisee's financial institution and to Company's financial institution to the extent necessary to effectuate the transfer of funds under this Agreement.

_____ Bank Name

_____ Transit Routing Number (9-digit bank # or ABA #)

_____ Bank Address

_____ Bank Account Number

_____ City State Zip

_____ Bank Contact

_____( ) _____ Bank Telephone Number

Termination: This authority shall remain in effect until terminated upon fifteen (15) days written notice by either Franchisee or Company. Notice of termination shall in no way affect entries initiated prior to actual receipt of notice.

Notices: Except as otherwise provided herein, all notices to be given hereunder shall be in writing and shall be personally delivered or sent by prepaid registered mail or certified mail addressed to Franchisee or to Company at the addresses as indicated below. Notice shall be deemed received when delivered if personally delivered, or five days after mailing if mailed.

_____ Franchisee address

_____ City State Zip

333 W. Center St. Company address

Whitewater, WI 53190 City State Zip

All credit and other terms and requirements between Franchisee and Company remain in effect.

AUTHORIZED as of the _____ day of _____, 20____.

ATTEST:

_____ Authorized Signer

FRANCHISEE NAME

By: _____
Name: _____
Title: _____

EXHIBIT H

PHONE RECORDS ACCESS AUTHORIZATION

PHONE RECORDS ACCESS AUTHORIZATION

(Letter of Authorization)

On behalf of the below referenced Franchisee, I authorize and approve Toppers Pizza LLC and its employees and agents to have full access to any and all of Franchisee's phone carrier metrics, including, but not limited to, phone recordings and Interactive Voice Response tracking.

A copy of this authorization shall have the same force and effect as an original. This authorization shall remain in full force and effect unless specifically revoked in writing by Franchisee.

Franchisee Restaurant Address:

Franchisee:

Sign: _____
Name: _____
Title: _____
Date: _____

EXHIBIT G

AREA DEVELOPMENT AGREEMENT

TOPPERS PIZZA LLC

AREA DEVELOPMENT AGREEMENT

TABLE OF CONTENTS

Exhibits

TOPPERS PIZZA LLC

AREA DEVELOPMENT AGREEMENT

This Area Development Agreement (this "**Agreement**") is entered into and made effective as of the date of Company's signature on the signature page (the "**Effective Date**"), by and between TOPPERS PIZZA LLC, a Wisconsin limited liability company having its principal place of business at 333 West Center Street, Whitewater, WI 53190 ("**Company**"), and _____ _____ ("**Developer**").

1. **PREAMBLES**.

Company and its affiliates have developed a system (the "**System**") for the establishment, development, and operation of pizza restaurants, known as Toppers Pizza Restaurants ("**Restaurants**") operating under the trademarks of Company. The System emphasizes convenience for on-premises consumption, carry-out, and delivery of pizza, breadsticks, and other pizza related products and services approved by Company, all prepared in accordance with specified recipes and procedures, proprietary products, trade secrets, and/or special packaging and marketing techniques. Restaurants are operated by persons meeting Company's qualifications to whom Company has granted franchises ("**Franchisees**") and by Company's affiliate. Company or its affiliates owns, uses, promotes, and licenses certain trade and service marks and commercial symbols in connection with the operation of Restaurants, including the marks "TOPPERS" and "TOPPERS PIZZA" and such other marks as may be designated by Company from time to time (the "**Marks**").

Developer has applied for the right to develop a certain number of Restaurants utilizing the Marks in specific geographic areas as set forth herein. Company desires to grant Developer the right to establish and operate such Restaurants under the terms and conditions contained in this Agreement. Such application has been approved by Company in reliance upon all of the representations made herein including, without limitation, the ownership of Developer.

2. **GRANT OF DEVELOPMENT RIGHTS**.

A. Company hereby grants to Developer or its Affiliate, upon the terms and conditions herein contained, the right to develop and open Restaurants using the Marks in the geographic areas (the "**Development Area**") described in Exhibit A attached hereto (the "**Development Rights**"). An "**Affiliate**" shall mean any legal entity that is controlled by Developer and meets Company's then current standards and requirements for Franchisees. For purposes of this definition, an entity shall be deemed to be controlled by Developer if and only during such time as: (1) Developer (or if an entity, the owners of Developer) owns not less than a majority of all ownership interest in such entity; (2) Developer has at least the percentage of voting power required under applicable law to authorize a merger, liquidation or transfer of substantially all of the assets of the entity and to control or determine any other vote or decision of the entity without the vote or approval of any other party; (3) if the entity is a partnership Developer is the sole

general partner of a limited partnership or managing partner of a general partnership; and (4) if the entity is a manager-managed limited liability company, Developer is the managing member. No person or entity other than Developer or an Affiliate shall develop or open Restaurants under this Agreement without Company's prior written consent. The Development Rights do not include the right, and may not be exercised to acquire franchises for, Special Venue Restaurants unless Company provides a separate prior written consent with respect to each such proposed Special Venue Restaurant. A "**Special Venue Restaurant**" is (1) any kiosk, mobile facility or similar location or type of operation which, because of its inherent operational limitations, is required to offer a limited menu or have a materially different operating format as compared to a traditional Restaurant, (2) any location in which foodservice is or may be provided by a master concessionaire, (3) any location which is situated within or as part of a larger venue or facility and, as a result, is likely to draw the predominance of its customers from those persons who are using or attending events in the larger venue or facility (for example, shopping malls, colleges/universities, convention centers, airports, hotels, sports facilities, theme parks, hospitals, transportation facilities, convenience stores, and other similar captive market locations), and (4) any distribution channel other than a Restaurant (including, but not limited to, the Internet, grocery stores, supermarkets, and mail order) through which products and services associated with or sold through Restaurants are or may be sold.

B. Company and its affiliates shall not establish, nor shall any of them license any other party to establish, Restaurants using the Marks anywhere within the Development Area as long as Developer fully complies with this Agreement.

C. Developer acknowledges and agrees that the Development Rights are limited to the rights to acquire franchises in accordance with this Agreement as described in Section 2.A. Developer acknowledges that the rights to develop Restaurants and to use the Marks and any copyrights, inventions, and patents owned by Company or Company's affiliates are granted only pursuant to individual franchise agreements, and Developer agrees that the Development Rights do not include any such rights. Developer also acknowledges that Company grants rights only pursuant to the expressed provisions of written agreements and not in any other manner, including, without limitation, orally or by implication, innuendo, extension or extrapolation. Without limiting the foregoing, Company specifically reserves the right to do, and Developer acknowledges and agrees that the Development Rights do not include the right to do, the following:

1. establish, operate and license others to establish and operate, anywhere in the world, Special Venue Restaurants using the Marks and the System, offering products and services which are identical or similar to products and services offered by Restaurants;

2. establish, operate and allow others to establish and operate Restaurants using the Marks and the System, at any location outside the Development Area on such terms and conditions Company deems appropriate;

3. establish, operate and allow others to establish and operate restaurants, that may offer products and services which are identical or similar to products and services offered by Restaurants, under trade names, trademarks, service marks and commercial symbols which are different from the Marks;

4. establish, operate and allow others to establish and operate other businesses and distribution channels (including, but not limited to, the Internet), wherever located or operating and regardless of the nature or location of the customers with whom such other businesses and distribution channels do business, that operate under the Marks or any other trade names, trademarks, service marks or commercial symbols that are the same as or different from Restaurants, and that sell products and/or services that are identical or similar to, and/or competitive with, those that Restaurants customarily sell;

5. acquire the assets or ownership interests of one or more businesses, including Competitive Businesses (defined below), and franchising, licensing or creating similar arrangements with respect to such businesses once acquired, wherever these businesses (or the franchisees or licensees of these businesses) are located or operating (including in the Development Area);

6. be acquired (whether through acquisition of assets or ownership interests , regardless of the form of transaction), by any other business, including a Competitive Business, even if such business operates, franchises and/or licenses such businesses in the Development Area;

7. operate or grant any third party the right to operate any Restaurant that Company or Company's designees acquire as a result of the exercise of a right of first refusal or purchase right that Company has under this Agreement or any franchise agreement; and

8. engage in all other activities not expressly prohibited by this Agreement.

D. Simultaneously with signing this Agreement, Developer or an approved Affiliate must sign and deliver to Company a Franchise Agreement and related documents representing the first franchise Developer is obligated to acquire under this Agreement; provided, however, the initial franchise fee due under this first Franchise Agreement will be payable as part of the Area Development Fee (described below). Developer or its approved Affiliate must thereafter open and operate a Toppers Pizza Restaurant according to the terms of that Franchise Agreement. Thereafter, on the earlier to occur of (i) the date on which a Franchise Agreement must be signed for a Restaurant identified on Exhibit D or (ii) the date Company has accepted a location for a Restaurant (as provided in Section 3.B), Developer or an approved Affiliate must sign Company's then-current form of Franchise Agreement (each, a "**Franchise Agreement**") and related documents, the terms of which, may differ substantially from the terms contained in Company's current form of Franchise Agreement. Such differences may include, but not be limited to, a higher initial franchise fee or royalty rate than is provided for in Company's current form of Franchise Agreement. The Franchise Agreement will govern the development and operation of the Toppers Pizza Restaurant at the accepted location identified therein. Developer's failure to execute any additional Franchise Agreements on a timely basis or its default in any term of such Franchise Agreements may, at the option of Company, be deemed a default under this Agreement and shall entitle Company to terminate this Agreement as further provided in Section 4 below.

E. Developer must pay Company, upon execution of this Agreement and in consideration of the grant of the Development Rights, a nonrecurring and nonrefundable development fee in an amount equal to (1) 100% of the initial franchise fee due under the first Franchise Agreement described in Section 2.D above plus (2) 50% of the initial franchise fees Company currently charges for the remaining Toppers Pizza Restaurants to be developed pursuant to the Development Schedule (defined below) (the "**Area Development Fee**"). The Area Development Fee shall be deemed fully earned by Company upon payment and is not refundable under any circumstances. However, Company will apply the Area Development Fee as a credit against the initial franchise fees due under each Franchise Agreement which Developer or its Affiliates execute pursuant to this Agreement. For the first Franchise Agreement, (which Developer or its Affiliate must sign at the same time Developer signs this Agreement), the credit will be equal to the entire initial franchise fee due under that first Franchise Agreement. For the second and subsequent Franchise Agreements, the credit will be 50% of the initial franchise fee due under such Franchise Agreement per Franchise Agreement. The maximum credit for all Franchise Agreements, in the aggregate, will be equal to the total Area Development Fee. All amounts payable by developer to Company must be in United States Dollars ($USD).

F. Pre-Opening Assistance for Second and Subsequent Restaurants. Notwithstanding any provision in any Franchise Agreement to the contrary, Company will not be obligated to provide training and opening support under the second (2nd) and all subsequent Franchise Agreements signed by Developer or its approved Affiliate pursuant to this Agreement.

3. DEVELOPMENT OBLIGATIONS.

A. Developer agrees to sign the Franchise Agreements and develop and open for business the number of Restaurants in the Development Area, including any Restaurant governed by a Franchise Agreement executed before or concurrently with this Agreement, in accordance with the schedule set forth in Exhibit D (the "**Development Schedule**"). Company is relying on Developer's representation that Developer has conducted its own independent investigation and has determined that Developer can satisfy the development obligations of the Development Schedule. Company will count a Toppers Pizza Restaurant toward the Development Schedule only if it actually is operating in the regular course within the Development Area and substantially complying with the terms of its Franchise Agreement as of the end of the applicable period specified on Exhibit D. Time is of the essence with respect to Developer's agreement to comply with the Development Schedule.

B. Developer agrees to use Company's designated real estate broker to locate sites for Restaurants. After Developer has identified a location in the Development Area for development of a Restaurant, Developer shall submit to Company an application required by Company for location acceptance containing information and documentation required and all other information required by Company relating to the proposed location in the form which Company shall from time to time require. Upon Company's receipt of the information and documentation required by Company, Company may request such additional information as Company deems necessary to make its determination with respect to the prospective location, and Developer shall respond promptly to each such request for additional information. If Company does not accept the location

in writing within thirty (30) days after Company's receipt of all information and documentation requested by Company, the location shall be deemed rejected by Company.

C. Developer shall not, without the prior written approval of Company, enter into any contract for the purchase or lease of any premises for use as a Restaurant. Developer acknowledges that Company has no obligation to select or acquire a location on behalf of Developer. Company's acceptance of the location indicates only that Company believes the location complies with acceptable minimum criteria established by Company solely for its purposes as of the time of the evaluation. Both Developer and Company acknowledge that application of criteria that have been effective with respect to other locations and premises may not be predictive of potential for all locations and that, subsequent to Company's acceptance of a location, demographic and/or economic factors, such as competition from other similar businesses, included in or excluded from Company's criteria could change, thereby altering the potential of a location. Such factors are unpredictable and are beyond Company's control. Company shall not be responsible for the failure of a location accepted by Company to meet Developer's expectations as to revenue or operational criteria.

D. Developer must at all times faithfully, honestly and diligently perform Developer's obligations and fully exploit the Development Rights during the Term and throughout the entire Development Area. Developer must perform all of Developer's obligations under this Agreement, and Developer may not subcontract or delegate any of those obligations to any third parties. If Developer is at any time a corporation, a limited liability company, a general, limited, or limited liability partnership, or another form of business entity (collectively, an "**Entity**"), Developer agrees and represents that:

1. Developer's organizational documents, operating agreement, or partnership agreement will recite that this Agreement restricts the issuance and transfer of any ownership interests in Developer, and all certificates and other documents representing ownership interests in Developer will bear a legend referring to this Agreement's restrictions;

2. Exhibit B to this Agreement lists all of Developer's owners and their interests in Developer as of the Effective Date and that Developer and Developer's owners will sign and deliver to Company a revised Exhibit B to reflect any permitted changes in the information that Exhibit B now contains;

3. such persons as Company designates at any time during the Term, which may include each of Developer's owners and their spouses, will execute an agreement, in the form set forth in Exhibit C to this Agreement, under which such persons undertake personally to be bound, jointly and severally, by all provisions of this Agreement and any ancillary agreements between Developer and Company. Company confirms that a spouse who signs Exhibit C solely in his or her capacity as a spouse (and not as an owner) is signing that agreement merely to acknowledge and consent to the execution of the guaranty by his or her spouse and to bind the assets of the marital estate as described therein and for no other purpose (including, without limitation, to bind the spouse's own separate property);

4. the business that this Agreement contemplates and the Restaurants Developer and its Affiliates operate under Franchise Agreements, will be the only businesses Developer operates (although Developer's owners may have other, non-competitive business interests);

5. an individual whom Company approves (the "**Managing Partner**") must directly or indirectly own at least 10% of the ownership interests in Developer and must devote, on a full-time basis, his or her efforts to the development, operation, promotion and enhancement of all Restaurants in the Development Area. The Managing Partner's name is listed on Exhibit B; and

6. the Managing Partner is authorized, on Developer's behalf, to exercise the Development Rights and perform Developer's other obligations under this Agreement and to deal with Company in respect of all matters whatsoever which may arise in respect of this Agreement; any decision made by the Managing Partner will be final and binding upon Developer, and Company will be entitled to rely solely upon the decision of the Managing Partner in any such dealings without the necessity of any discussions with any other party named in this Agreement; and Company will not be held liable for any actions taken by Developer, based upon any decision or actions of the Managing Partner.

4. **TERM AND TERMINATION**.

A. This Agreement shall commence as of the date of execution hereof and shall expire on the later of (1) the date the last Restaurant contemplated under the Development Schedule opens or (2) the latest deadline date listed on the Development Schedule (the "**Term**"). After expiration of the Term, or earlier termination of this Agreement as provided below, Company shall have the right to establish, or license to any other party, including an area developer or a Franchisee, to establish Restaurants anywhere within the terminated Development Area; provided, however, any right to a protected territory, if any, under each of Developer's (or its Affiliate's) existing Franchise Agreement(s) that govern the Restaurant(s) will remain in effect for the respective term of the Franchise Agreement(s), unless sooner terminated.

B. This Agreement may be terminated by the mutual, written agreement of the parties hereto.

C. This Agreement shall terminate automatically, effective immediately upon delivery of notice of termination to Developer, if Developer or any of its owner(s):

1. Fails to meet a Development Schedule deadline set forth in Exhibit D hereto;

2. Has made any material misrepresentation or omission in his, her or its application for the Development Rights or in any report, claim, request for reimbursement, or other similar document submitted to Company;

3. Is convicted of or pleads no contest to a felony or other crime or offense that is likely to adversely affect the reputation of Developer, Restaurants, or the System;

4. Becomes insolvent by reason of an inability to pay debts as they mature or makes an assignment for the benefit of creditors or an admission of an inability to pay obligations as they become due;

5. Violates the covenant restricting competitive activity set forth in Section 5 hereto;

6. Makes an unauthorized transfer pursuant to Section 6 hereof;

7. Fails to pay any third-party obligations owed in connection with the development business hereunder, and does not correct such failure within any cure periods permitted by the party to whom such obligations are owed;

8. Is otherwise in breach of any provision of this Agreement and does not cure such breach within 30 days; or

9. Any Franchise Agreement or other agreement between Developer or its Affiliate and Company or its affiliates is terminated.

D. In the event of termination of this Agreement for any reason, Developer shall remain subject to all provisions of this Agreement which survive termination hereof, including but not limited to the post-termination covenants of Section 5, in addition to the terms and conditions of any and all Franchise Agreements executed in furtherance of this Agreement which have not also been terminated.

5. **COVENANTS**.

A. Company has entered into this Agreement with Developer on the condition that Developer will deal exclusively with Company. Developer acknowledges and agrees that Company would be unable to encourage a free exchange of ideas and information among Franchisees and Company if Franchisees were permitted to hold interests in any Competitive Businesses. Developer and its owners therefore agree that during the Term hereof, neither Developer nor its owners nor any member of his or their immediate families shall have any direct or indirect interest as a disclosed or beneficial owner in a Competitive Business, assist or perform services as a director, officer, manager, employee, consultant, lessor, representative, or agent for a Competitive Business, lease or sublease any property to a Competitive Business or otherwise engage in the offer or sale of pizzas, except in connection with its operation of Restaurants under franchise agreements with Company. The term "**Competitive Business**" as used in this Agreement shall mean any business operating, or granting franchises or licenses to others to operate any business, that features the sale of pizzas for delivery, dine-in, or carryout (excluding Restaurants operated under franchise agreements with Company).

B. Developer further covenants that during the Term of this Agreement and any extensions or renewals hereof, Developer shall not divert or attempt to divert any business of or any customers of the Restaurant to any Competitive Business, by direct or indirect inducement, or do or perform directly or indirectly, any other act injurious or prejudicial to the goodwill associated with Company's Marks, or in any way negligently or intentionally interfere with the business or prospective business of Company.

C. Upon termination or expiration of this Agreement for any reason, Developer and its owners agree that, for a period of two (2) years commencing on the effective date of termination or expiration or the date on which Developer and any person restricted by this Section 5.C begins to comply with this Section 5.C (which may be the date a court order is entered enforcing this provision), whichever is later, neither Developer nor its owners nor any member of his or their immediate families shall, within the Development Area, or within a ten (10) mile radius of any Restaurant in operation or under construction as of the termination or expiration date or the date on which Developer and its owners begin to comply with this Section, have any direct or indirect interest as a disclosed or beneficial owner in a Competitive Business, assist or perform services as a director, officer, manager, employee, consultant, lessor, representative or agent in a Competitive Business, lease or sublease any property to a Competitive Business, or otherwise engage in the offer or sale of pizzas for dine-in, delivery, or carryout, except in connection with its operation of Restaurants under franchise agreements with Company.

D. The restrictions of this Section 5 shall not be applicable to the ownership of shares of a class of securities listed on a stock exchange or traded on the over-the-counter market that represent two percent (2%) or less of the number of shares of that class of securities issued and outstanding. Developer (and its owners) expressly acknowledges that they possess skills and abilities of a general nature and have other opportunities for exploiting such skills. Consequently, enforcement of the covenants made in this Section will not deprive them of their personal goodwill or ability to earn a living. To the extent that this paragraph is deemed unenforceable by virtue of its scope in terms of area or length of time, but may be made enforceable by reduction of either or both thereof, Developer and Company agree that the same shall be enforced to the fullest extent permissible under the laws and public policies applied in the jurisdiction in which enforcement is sought.

E. Developer further agrees not to (and to use its best efforts to cause its current and former owners, officers, directors, principals, agents, partners, employees, representatives, attorneys, spouses, affiliates, successors and assigns not to) disparage or otherwise speak or write negatively, directly or indirectly, of Company, its affiliates, any of Company's or its affiliates' owners, directors, officers, employees, representatives or affiliates, the Toppers Pizza brand, the System, any Toppers Pizza restaurant, any business using the Marks, or take any action which would subject the Toppers Pizza brand to ridicule, scandal, reproach, scorn, or indignity, which would negatively impact the goodwill of Company or the Toppers Pizza brand, or would constitute an act of moral turpitude.

F. Company shall have the right to require all of Developer's personnel or the personnel of Developer's Affiliates to execute similar covenants in a form satisfactory to Company.

G. In connection with the Development Rights under this Agreement, Developer and its owners and personnel may from time to time be provided and/or have access to non-public information about the System and the development and operation of Restaurants, some of which constitutes the Company's trade secrets under applicable law, whether or not marked confidential (the "Confidential Information"), including (without limitation):

1. location selection criteria;

2. training and operations materials and manuals, including, without limitation, recipes and operations manuals;

3. System standards and other methods, formats, specifications, standards, systems, procedures, techniques, sales and marketing techniques, knowledge, and experience used in developing, promoting and operating Restaurants;

4. market research, promotional, marketing and advertising programs for Restaurants;

5. knowledge of specifications for, and suppliers of, proprietary products, the authorized products and services, assets used in the operation of Restaurants and other products and supplies;

6. any computer software or similar technology which is proprietary to Company, Company's affiliates, or the System, including, without limitation, an Online Ordering System, digital passwords and identifications and any source code of, and data, reports, and other printed materials generated by, the software or similar technology; and

7. knowledge of the operating results and financial performance of Restaurants, other than Developer's and its Affiliates' Restaurants.

Confidential Information does not include information, knowledge, or know-how, which is lawfully known to the public without violation of applicable law or an obligation to the Company or its affiliates. All Confidential Information furnished to Developer by Company or on its behalf, whether orally or by means of written material (i) shall be deemed proprietary, (ii) shall be held by Developer in strict confidence, (iii) shall not be copied, disclosed or revealed to or shared with any other person except to Developer's employees or contractors who have a need to know such Confidential Information for purposes of this Agreement and who are under a duty of confidentiality no less restrictive than Developer's obligations hereunder, or to individuals or entities specifically authorized by Company in advance, and (iv) shall not be used in connection with any other business or capacity. Developer will not acquire any interest in Confidential Information other than the right to use it as Company specifies in operating the business

contemplated by this Agreement during this Agreement's Term. Developer agrees to adopt and implement reasonable procedures to prevent unauthorized access, use or disclosure of the Confidential Information, including establishing reasonable security and access measures and restricting its disclosure to key personnel. Company may require Developer to have its employees and contractors execute individual undertakings and shall have the right to regulate the form of and to be a party to or third-party beneficiary under any such agreements.

Developer acknowledges and agrees that, as between Company and Developer, Company is the sole owner of all right, title, and interest in and to the System and any Confidential Information. All improvements, developments, derivative works, enhancements, or modifications to the System and any Confidential Information (collectively, "**Innovations**") made or created by Developer, Developer's employees or Developer's contractors, whether developed separately or in conjunction with Company, shall be owned solely by Company. Developer represents, warrants, and covenants that its employees and contractors are bound by written agreements assigning all rights in and to any Innovations developed or created by them to Developer. To the extent that Developer, its employees or its contractors are deemed to have any interest in such Innovations, Developer hereby agrees to assign, and does hereby assign, all right, title and interest in and to such Innovations to Company. To that end, Developer shall execute, verify, and deliver such documents (including, without limitation, assignments) and perform such other acts (including appearances as a witness) as Company may reasonably request for use in applying for, obtaining, perfecting, evidencing, sustaining, and enforcing such ownership rights in and to the Innovations, and the assignment thereof. If Company is unable for any reason, after reasonable effort, to secure Developer's signature on any document needed in connection with the actions specified in this Section 5.G, Developer hereby irrevocably designates and appoints Company and its duly authorized officers and agents as Developer's agent and attorney-in-fact, which appointment is coupled with an interest and is irrevocable, to act for and on Developer's behalf to execute, verify, and file any such documents and to do all other lawfully permitted acts to further the purposes of this Section 5.G with the same legal force and effect as if executed by Developer. Developer's obligation to assist Company with respect to such ownership rights shall continue beyond the expiration or termination of this Agreement.

6. TRANSFERABILITY OF INTEREST.

A. BY COMPANY/DELEGATION OF DUTIES.

This Agreement is fully assignable by Company and shall inure to the benefit of any assignee or other legal successor to the interests of Company herein. From time to time, Company shall have the right to delegate the performance of any or all of its obligations and duties hereunder to third parties, whether the same are agents of Company or independent contractors which Company has contracted with to provide such services. Developer agrees in advance to any such delegation by Company of any portion or all of its rights and obligations hereunder.

B. **DEVELOPER MAY NOT ASSIGN WITHOUT CONSENT OF COMPANY**.

The rights granted hereunder are personal to Developer. Accordingly, neither this Agreement, the Restaurant(s) owned by Developer nor any part of the ownership of Developer may be assigned or transferred by Developer or its owner without the prior written consent of Company, and any such assignment or transfer without such consent shall constitute a breach hereof and convey no rights to or interests in this Agreement, the Restaurant(s) owned by Developer or the ownership of Developer; provided, however, that transfers among Developer's current owners of ownership interests in Developer will require prior notice to Company but will not require Company's consent as long as such transfer does not result in a change in the Managing Partner or change in control of Developer. For purposes of the preceding sentence, "control" means the right and power to direct or cause the direction of Developer's management and policies.

As used in this Agreement, the term "transfer" shall mean and include the voluntary, involuntary, direct or indirect assignment, sale, gift, pledge or other transfer by Developer or its owners of any interest in this Agreement; or the ownership of Developer. An assignment, sale or other transfer shall include the following events: (1) the transfer of ownership of capital stock, voting stock (or security convertible to voting stock) or partnership interest; (2) merger or consolidation or issuance of additional securities representing an ownership interest in Developer; (3) transfer of an interest in Developer or this Agreement in a divorce, insolvency, corporate or partnership dissolution proceeding or otherwise by operation of law; or (4) transfer of an interest in this Agreement or an ownership interest of Developer in the event of the death of Developer or an owner of Developer, by will, declaration of or transfer in trust, or under the laws of intestate succession.

C. **CONDITIONS FOR CONSENT TO ASSIGNMENT**.

If Developer and its owners are in full compliance with this Agreement, Company shall not unreasonably withhold its consent to an assignment or transfer, provided that the proposed assignee and its owners are of good moral character who have sufficient business experience, aptitude and financial resources to perform the services required hereunder and otherwise meet Company's then applicable standards for the grant or acquisition of similar rights.

If the transfer is of this Agreement or of a controlling interest in Developer, or is one of a series of transfers which in the aggregate constitute the transfer of a controlling interest in this Agreement or Developer, in addition to the conditions set forth above, all of the following conditions are met prior to, or concurrently with, the effective date of the assignment: (1) Developer transfers all Restaurants developed under this Agreement, as well as each Franchise Agreement that governs each Restaurant, (2) all obligations of Developer and its owners incurred in connection with this Agreement have been assumed by the assignee and its owners; (3) Developer shall have paid all amounts owed to Company; (4) the assignee and its owners shall execute and agree to be bound by the form of area development agreement, franchise agreements and any ancillary agreements as are then customarily used by Company in the grant of the rights described hereunder whose terms may differ from the terms of this Agreement; (5) separate from

and in addition to any transfer fees due under each Franchise Agreement that governs each Restaurant, Developer shall have paid the transfer of ownership fee to Company of $10,000; (6) Developer and its owners shall have executed a general release, in form satisfactory to Company, of any and all claims against Company and its affiliates, officers, directors, employees and agents; (7) Developer and its owners must agree to abide by the post-termination covenant not to compete set forth in Section 5; and (8) Developer complies with all transfer requirements under each Franchise Agreement for the Restaurant. If the proposed assignment is to or among owners of Developer or to or among the spouse, children, or parents of Developer, or an owner of Developer, subparagraph (5) of the above requirements shall not apply.

Company shall not be obligated to consider giving its consent to any such transfer unless Developer has requested such consent in writing and has provided such request to Company at least thirty (30) days in advance of the proposed transfer: Developer's current financial statements; such other information (on such forms provided by Company) including, but not limited to, the proposed sales price and terms of payment; an application for a franchise completed by the proposed transferee (buyer) including personal financial statements of such proposed transferee (buyer), the opportunity to conduct an in-person interview with such proposed transferee (buyer), and any other information Company deems necessary regarding the proposed transfer or from the proposed transferee (buyer).

D. **ASSIGNMENT TO PARTNERSHIP, LIMITED LIABILITY COMPANY OR CORPORATION**.

If Developer is in full compliance with this Agreement, Company will not unreasonably withhold its consent to a transfer to a partnership, limited liability company or corporation which conducts no business other than the performance of the rights granted hereunder and the ownership and operation of Restaurants, which is actively managed by Developer and in which Developer owns and controls not less than fifty-one percent (51%) of the general partnership interest or the equity and voting power, provided that Developer pays the transfer fee set forth in Section 6.C and that all owners shall execute an agreement, in form acceptable to Company, undertaking to be bound jointly and severally by all provisions of this Agreement and all issued and outstanding stock certificates of such corporation or other evidence of ownership shall bear a legend reflecting or referring to the restrictions of this Section. Company shall not be obligated to consider giving its consent to any such transfer unless Developer has requested such consent in writing and has submitted all information and documents requested by Company at least thirty (30) days in advance of the proposed transfer.

E. **DEATH OR DISABILITY OF DEVELOPER**.

Upon the death or permanent disability of Developer or, if Developer is a corporation, limited liability company or partnership, the owner of fifty percent (50%) or more of the partnership interest, equity or voting control of Developer, the executor, administrator, conservator or other personal representative of such person shall assign this Agreement or such interest in Developer to a third party approved by Company. Such disposition of such interest in Developer (including, without limitation, transfers by bequest or inheritance except to immediate family

members) shall be completed within a reasonable time, not to exceed twelve (12) months from the date of death or permanent disability, and shall be subject to all the terms and conditions applicable to assignments contained in Paragraph C of this Section. Failure to so dispose of this Agreement or such interest in Developer within said period of time shall constitute a breach of this Agreement.

F. **EFFECT OF CONSENT TO ASSIGNMENT**.

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

7. ENFORCEMENT; ARBITRATION.

A. ARBITRATION

The parties agree that all controversies, disputes, or claims between Company or any of its affiliates, and Company's and its affiliates' respective owners, officers, directors, agents, and employees, and Developer (and its owners, guarantors, affiliates, and employees) arising out of or related to:

1. this Agreement or any other agreement between Developer (or Developer's owners) and Company (or Company's affiliates);

2. Company's relationship with Developer; or

3. the scope or validity of this Agreement or any other agreement between Developer (or Developer's owners) and Company (or Company's affiliates) or any provision of any of such agreements (including the validity and scope of the arbitration obligation under this Section 7.A, which Company and Developer acknowledge is to be determined by an arbitrator, not a court),

must be submitted for binding arbitration, on demand of either party, to the American Arbitration Association ("**AAA**"). The arbitration proceedings will be conducted by one arbitrator and, except as this Section otherwise provides, according to the AAA's then-current Commercial Arbitration Rules. All proceedings will be conducted at a suitable location chosen by the arbitrator that is within 50 miles of Company's or, as applicable, Company's successor's or assign's, then-current principal place of business (currently, Whitewater, Wisconsin). All matters relating to arbitration will be governed by the Federal Arbitration Act (9 U.S.C. §§ 1 et seq.). The interim and final awards of the arbitrator shall be final and binding upon each party, and judgment upon the arbitrator's awards may be entered in any court of competent jurisdiction.

The arbitrator has the right to award or include in his or her awards any relief which he or she deems proper, including, without limitation, money damages, pre- and post-award interest, interim costs and attorneys' fees, specific performance, and injunctive relief, provided that the arbitrator may not declare any of the trademarks owned by Company or its affiliates generic or otherwise invalid, or award any punitive or exemplary damages against any party to the arbitration

proceeding (the parties hereby waiving to the fullest extent permitted by law any such right to or claim for any punitive or exemplary damages against any party to the arbitration proceeding). In any arbitration brought pursuant to this arbitration provision, and in any action in which a party seeks to enforce compliance with this arbitration provision, the prevailing party shall be awarded its costs and expenses, including attorneys' fees, incurred in connection therewith.

The parties agree to be bound by the provisions of any applicable contractual or statutory limitations provision, whichever expires earlier. The parties further agree that, in any arbitration proceeding, each party must submit or file any claim which would constitute a compulsory counterclaim (as defined by Rule 13 of the Federal Rules of Civil Procedure) within the same proceeding. Any claim which is not submitted or filed as required will be forever barred. The arbitrator may not consider any settlement discussions or offers that might have been made by either party.

THE PARTIES AGREE THAT ARBITRATION WILL BE CONDUCTED ON AN INDIVIDUAL BASIS AND THAT AN ARBITRATION PROCEEDING BETWEEN COMPANY AND ANY OF ITS AFFILIATES, OR COMPANY'S AND THEIR RESPECTIVE OWNERS, OFFICERS, DIRECTORS, AGENTS, AND EMPLOYEES, ON THE ONE HAND, AND DEVELOPER (OR DEVELOPER'S OWNERS, GUARANTORS, AFFILIATES, AND EMPLOYEES), ON THE OTHER HAND, MAY NOT BE: (I) CONDUCTED ON A CLASS-WIDE BASIS, (II) COMMENCED, CONDUCTED OR CONSOLIDATED WITH ANY OTHER ARBITRATION PROCEEDING, (III) JOINED WITH ANY SEPARATE CLAIM OF AN UNAFFILIATED THIRD PARTY, OR (IV) BROUGHT ON DEVELOPER'S BEHALF BY ANY ASSOCIATION OR AGENT. Notwithstanding the foregoing, if any court or arbitrator determines that all or any part of the preceding sentence is unenforceable with respect to a dispute, controversy or claim that otherwise would be subject to arbitration under this Section, then all parties agree that this arbitration clause shall not apply to that dispute, controversy or claim and that such dispute, controversy or claim shall be resolved in a judicial proceeding in accordance with the dispute resolution provisions of this Agreement.

The parties agree that, in any arbitration arising as described in this Section, the arbitrator shall have full authority to manage any necessary exchange of information among the parties with a view to achieving an efficient and economical resolution of the dispute. The parties may only serve reasonable requests for documents, which must be limited to documents upon which a party intends to rely or documents that are directly relevant and material to a significant disputed issue in the case or to the case's outcome. The document requests shall be restricted in terms of timeframe, subject matter and persons or entities to which the requests pertain, and shall not include broad phraseology such as "all documents directly or indirectly related to." The parties further agree that no interrogatories or requests to admit shall be propounded, unless the parties later mutually agree to their use.

With respect to any discovery of electronically stored information, the parties agree that such requests must balance the need for production of electronically stored information relevant and material to the outcome of a disputed issue against the cost of locating and producing such information. The parties agree that:

(a) production of electronically stored information need only be from sources used in the ordinary course of business. No party shall be required to search for or produce information from back-up servers, tapes, or other media;

(b) the production of electronically stored information shall normally be made on the basis of generally available technology in a searchable format which is usable by the party receiving the information and convenient and economical for the producing party. Absent a showing of compelling need, the parties need not produce metadata, with the exception of header fields for email correspondence;

(c) the description of custodians from whom electronically stored information may be collected shall be narrowly tailored to include only those individuals whose electronically stored information may reasonably be expected to contain evidence that is relevant and material to the outcome of a disputed issue;

(d) the parties shall attempt to agree in advance upon, and the arbitrator may determine, reasonable search parameters; and

(e) where the costs and burdens of electronic discovery are disproportionate to the nature of the dispute or to the amount in controversy, or to the relevance of the materials requested, the arbitrator shall either deny such requests or order disclosure on condition that the requesting party advance the reasonable cost of production to the other side, which cost advance will not be awarded to the prevailing party in any final award.

In any arbitration each side may take no more than three depositions, unless the parties mutually agree to additional depositions. Each side's depositions are to consume no more than a total of 15 hours, and each deposition shall be limited to 5 hours, unless the parties mutually agree to additional time.

The provisions of this Section are intended to benefit and bind certain third-party non-signatories.

The provisions of this Section will continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement.

Any provisions of this Agreement below that pertain to judicial proceedings shall be subject to the agreement to arbitrate contained in this Section.

B. **CONSENT TO JURISDICTION.**

SUBJECT TO THE AGREEMENT TO ARBITRATE (SECTION 7.A ABOVE) AND THE PROVISIONS BELOW, DEVELOPER AND ITS OWNERS AGREE THAT ALL ACTIONS ARISING UNDER THIS AGREEMENT OR ANY RELATED AGREEMENTS, OR OTHERWISE AS A RESULT OF THE RELATIONSHIP BETWEEN COMPANY (OR ANY OF ITS AFFILIATES, AND ITS AND THEIR RESPECTIVE OWNERS, OFFICERS, DIRECTORS, AGENTS, REPRESENTATIVES, AND EMPLOYEES) AND DEVELOPER (AND ITS OWNERS, GUARANTORS, AFFILIATES, AND EMPLOYEES) MUST BE COMMENCED IN A STATE OR FEDERAL COURT NEAREST TO COMPANY'S OR, AS

APPLICABLE, COMPANY'S SUCCESSOR'S OR ASSIGN'S, THEN-CURRENT PRINCIPAL PLACE OF BUSINESS (CURRENTLY WHITEWATER, WISCONSIN), AND DEVELOPER (AND EACH OF ITS OWNERS) IRREVOCABLY SUBMIT TO THE JURISDICTION OF THAT COURT AND WAIVE ANY OBJECTION DEVELOPER (OR ITS OWNERS) MIGHT HAVE TO EITHER THE JURISDICTION OF OR VENUE IN THAT COURT.

C. **WAIVER OF PUNITIVE DAMAGES AND JURY TRIAL.**

EXCEPT FOR DEVELOPER'S OBLIGATION TO INDEMNIFY COMPANY FOR THIRD-PARTY CLAIMS UNDER SECTION 8, THE PARTIES (AND DEVELOPER'S OWNERS) WAIVE TO THE FULLEST EXTENT PERMITTED BY LAW ANY RIGHT TO OR CLAIM FOR ANY PUNITIVE OR EXEMPLARY DAMAGES AGAINST THE OTHER AND AGREE THAT, IN THE EVENT OF A DISPUTE BETWEEN COMPANY AND DEVELOPER, THE PARTY MAKING A CLAIM WILL BE LIMITED TO EQUITABLE RELIEF AND TO RECOVERY OF ANY ACTUAL DAMAGES IT SUSTAINS.

THE PARTIES IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING, BROUGHT BY EITHER PARTY.

D. **INJUNCTIVE RELIEF.**

Nothing in this Agreement, including the provisions of Section 7.A, bars Company's right to obtain specific performance of the provisions of this Agreement and injunctive relief against any threatened or actual conduct that will cause Company, the Marks, or the System loss or damage, under customary equity rules, including applicable rules for obtaining restraining orders and temporary or preliminary injunctions. Developer agrees that Company may seek such relief from any court of competent jurisdiction in addition to such further or other relief as may be available to Company at law or in equity. Developer agrees that Company will not be required to post a bond to obtain injunctive relief and that Developer's only remedy if an injunction is entered against Developer will be the dissolution of that injunction, if warranted, upon due hearing (all claims for damages by injunction being expressly waived hereby).

E. **LIMITATION OF CLAIMS AND CLASS-ACTION BAR.**

EXCEPT FOR CLAIMS ARISING FROM DEVELOPER'S NON-PAYMENT OR UNDERPAYMENT OF AMOUNTS DEVELOPER OWES COMPANY, ANY AND ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR COMPANY'S RELATIONSHIP WITH DEVELOPER WILL BE BARRED UNLESS A JUDICIAL OR ARBITRATION PROCEEDING IS COMMENCED IN ACCORDANCE WITH THIS AGREEMENT WITHIN ONE (1) YEAR FROM THE DATE ON WHICH THE PARTY ASSERTING THE CLAIM KNEW OR SHOULD HAVE KNOWN OF THE FACTS GIVING RISE TO THE CLAIMS.

THE PARTIES AGREE THAT ANY PROCEEDING WILL BE CONDUCTED ON AN INDIVIDUAL BASIS AND THAT ANY PROCEEDING BETWEEN COMPANY AND ANY OF ITS AFFILIATES, OR COMPANY'S AND THEIR RESPECTIVE OWNERS, OFFICERS, DIRECTORS, AGENTS, AND EMPLOYEES, ON THE ONE HAND, AND DEVELOPER (OR DEVELOPER'S OWNERS, GUARANTORS, AFFILIATES, AND EMPLOYEES), ON THE

OTHER HAND, MAY NOT BE: (I) CONDUCTED ON A CLASS-WIDE BASIS, (II) COMMENCED, CONDUCTED OR CONSOLIDATED WITH ANY OTHER PROCEEDING, (III) JOINED WITH ANY CLAIM OF AN UNAFFILIATED THIRD PARTY, OR (IV) BROUGHT ON DEVELOPER'S BEHALF BY ANY ASSOCIATION OR AGENT.

NO PREVIOUS COURSE OF DEALING SHALL BE ADMISSIBLE TO EXPLAIN, MODIFY, OR CONTRADICT THE TERMS OF THIS AGREEMENT. NO IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING SHALL BE USED TO ALTER THE EXPRESS TERMS OF THIS AGREEMENT.

Developer and its owners agree that Company and its affiliates' owners, directors, officers, employees and agents shall not be personally liable nor named as a party in any action between Company or its affiliates and Developer or its owners.

F. **ATTORNEYS' FEES AND COSTS.**

The prevailing party in any arbitration or litigation shall be entitled to recover from the other party all damages, costs and expenses, including arbitration and court costs and reasonable attorneys' fees, incurred by the prevailing party in connection with such arbitration or litigation.

8. **RELATIONSHIP OF THE PARTIES / INDEMNIFICATION**.

It is understood and agreed by the parties hereto that this Agreement does not create a fiduciary relationship between them, that the parties are independent contractors and that Company appoints Developer as its special agent for a particular purpose and that nothing in this Agreement is intended to make either party a general agent, subsidiary, joint venturer, partner, employee or servant of the other for any purpose.

Developer shall conspicuously identify itself as the owner of its own business under an Area Development Agreement with Company, and shall place such other notices of independent ownership on such signs, forms, stationery, advertising and other materials as Company may require from time to time.

Neither Company nor Developer shall make any express or implied agreements, guaranties 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 special agent, and neither Company nor Developer shall be obligated by or have any liability under any agreements or representations made by the other that are not expressly authorized hereunder, nor shall Company be obligated for any damages to any person or property directly or indirectly arising out of the operation of the business, whether or not caused by Developer's negligent or willful action or failure to act.

Developer agrees to indemnify and hold Company and its subsidiaries, affiliates, owners, directors, officers, employees, agents and assignees (the "**Indemnified Parties**") harmless against, and to reimburse them for, any loss, liability, taxes or damages (actual or consequential) and all reasonable costs and expenses of defending any claim brought against any of them or any action in which any of them is named as a party (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) which any of them may suffer, sustain or incur

by reason of, arising from or in connection with Developer's activities hereunder. Each Indemnified Party may, in its discretion and at Developer's expense, control the defense of any claim against it (including choosing and retaining its own legal counsel), agree to settlements of claims against it, and take any other remedial, corrective, or other actions in response to such claims. This indemnity shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement.

9. **NOTICES**.

All written notices and reports permitted or required to be delivered by the provisions of this Agreement shall be deemed so delivered by the earlier of the time actually delivered, or as follows: (a) upon receipt after transmission of email or other electronic system transmission; (b) one (1) business day after being placed in the hands of a reputable commercial courier service or United States Postal Service for overnight delivery; or (c) three (3) days after being placed in the U.S. Mail by Registered or 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. Any notice the Company sends to Developer by electronic means will be deemed delivered if it is delivered to the email address of the Managing Partner listed on Exhibit A or any other email address Developer's Managing Partner has notified the Company of, and/or any branded email address the Company issues Developer's Managing Partner that is associated with the System.

10. **MISCELLANEOUS.**

A. **NO WAIVER**.

The following provision applies if Developer or the Development Area granted hereby are subject to the franchise registration or disclosure laws in Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, South Dakota, Virginia, or Wisconsin: No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

B. **SEVERABILITY AND SUBSTITUTION OF VALID PROVISIONS**.

All provisions of this Agreement are severable and this Agreement shall be interpreted and enforced as if all completely invalid or unenforceable provisions were not contained herein and partially valid and enforceable provisions shall be enforced to the extent valid and enforceable. If any applicable and binding law or rule of any jurisdiction requires a greater prior notice of the termination of or refusal to renew this Agreement than is required hereunder or the taking of some other action not required hereunder, or if under any applicable and binding law or rule of any jurisdiction, any provision of this Agreement or any specification, standard or operating procedure prescribed by Company is invalid or unenforceable, the prior notice and/or other action required

by such law or rule shall be substituted for the notice requirements hereof, or such invalid or unenforceable provision, specification, standard or operating procedure shall be modified to the extent required to be valid and enforceable. Such modifications to this Agreement shall be effective only in such jurisdiction and shall be enforced as originally made and entered into in all other jurisdictions.

C. **WAIVER OF OBLIGATIONS**.

Company and Developer may by written instrument unilaterally waive any obligation of or restriction upon the other under this Agreement. No acceptance by Company of any payment by Developer or any other person or entity and no failure, refusal or neglect of Company or Developer to exercise any right under this Agreement or to insist upon full compliance by the other with its obligations hereunder, including without limitation, any mandatory specification, standard or operating procedure, shall constitute a waiver of any provision of this Agreement.

D. **RIGHTS OF PARTIES ARE CUMULATIVE**.

The rights of Company and Developer hereunder are cumulative and no exercise or enforcement by Company or Developer of any right or remedy hereunder shall preclude the exercise or enforcement by Company or Developer of any other right or remedy hereunder or which Company or Developer is entitled by law to enforce.

E. **GOVERNING LAW**.

ALL MATTERS RELATING TO ARBITRATION WILL BE GOVERNED BY THE FEDERAL ARBITRATION ACT (9 U.S.C. §§ 1 ET SEQ.). EXCEPT TO THE EXTENT GOVERNED BY THE FEDERAL ARBITRATION ACT, THE UNITED STATES TRADEMARK ACT OF 1946 (LANHAM ACT, 15 U.S.C. §§ 1051 ET SEQ.), OR OTHER UNITED STATES FEDERAL LAW, THIS AGREEMENT OR ANY RELATED AGREEMENTS, THE DEVELOPMENT RIGHTS, AND ALL CLAIMS ARISING FROM THE RELATIONSHIP BETWEEN THE COMPANY (OR ANY OF ITS AFFILIATES, AND ITS AND THEIR RESPECTIVE OWNERS, OFFICERS, DIRECTORS, AGENTS, REPRESENTATIVES, AND EMPLOYEES) AND DEVELOPER (AND ITS OWNERS, GUARANTORS, AFFILIATES, AND EMPLOYEES) WILL BE GOVERNED BY THE LAWS OF THE STATE OF WISCONSIN, WITHOUT REGARD TO ITS CONFLICT OF LAWS RULES, EXCEPT THAT (1) ANY WISCONSIN LAW REGULATING THE OFFER OR SALE OF FRANCHISES OR GOVERNING THE RELATIONSHIP OF A FRANCHISOR AND ITS FRANCHISEE WILL NOT APPLY UNLESS ITS JURISDICTIONAL REQUIREMENTS ARE MET INDEPENDENTLY WITHOUT REFERENCE TO THIS SECTION, AND (2) THE ENFORCEABILITY OF THOSE PROVISIONS OF THIS AGREEMENT WHICH RELATE TO RESTRICTIONS ON DEVELOPER AND ITS OWNERS' COMPETITIVE ACTIVITIES WILL BE GOVERNED BY THE LAWS OF THE STATE IN WHICH THE DEVELOPMENT AREA IS LOCATED.

F. **BINDING EFFECT**.

This Agreement is binding upon the parties hereto and their respective heirs, assigns and successors in interest.

G. **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 Company and Developer relating to the subject matter of this Agreement. Except as specifically provided for in this Agreement, this Agreement cannot be modified or changed except by written instrument signed by all of the parties hereto. Nothing in this or in any related agreement, however, is intended to disclaim the representations Company made in the franchise disclosure document that Company furnished to Developer. The headings of the several sections and paragraphs hereof are for convenience only and do not define, limit or construe the contents of such sections or paragraphs. The term "Developer" as used herein 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. References to "Developer" applicable to an individual or individuals shall mean the principal owner or owners of the equity or operating control of Developer if Developer is a corporation, limited liability company or partnership. References to "immediate family" as used herein shall mean parents, spouses, offspring and siblings, and the parents, offspring and siblings of spouses. Developer agrees that whenever this Agreement allows or requires Company to take actions or make decisions, Company may do so in its sole and unfettered discretion, even if Developer believes Company's action or decision is unreasonable, unless this Agreement expressly and specifically requires that Company act reasonably or refrain from acting unreasonably in connection with the particular action or decision. This Agreement may be executed in multiple copies, each of which will be deemed an original. Scanned or electronic signatures shall have the same effect and validity, and may be relied upon in the same manner, as original signatures.

(*Remainder of page intentionally blank*)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the dates shown below to be effective as of the Effective Date.

COMPANY:

TOPPERS PIZZA LLC

By: _____
Name: _____
Title: _____
Date*: _____
(*This is the Effective Date)

DEVELOPER:

By: _____
Name: _____
Title: _____
Date: _____
Email: _____

_____
an Individual Date
Email: _____

_____
an Individual Date
Email: _____

_____
an Individual Date
Email: _____

EXHIBIT A

DEVELOPMENT AREA

[MAP ATTACHED]

EXHIBIT B

OWNERS AND MANAGING PARTNER

Business Form of Developer.

Individual Proprietorship. Developer's owner(s) (is) (are) as follows:

_____

_____

Corporation, Limited Liability Company or Partnership. Developer was incorporated or formed on _____, 20__, under the laws of the State of _____. Developer has not conducted business under any name other than Developer's corporate, limited liability company, or partnership name unless indicated in the following: _____.

Owners. The following identifies the individual that Developer has designated as, and that Company approves to be, the Managing Partner and lists the full name of each person who is one of Developer's owners and fully describes the nature of each owner's interest.

	Owner's Name	**Type and Percentage of Interest**	
Managing Partner:	_____	_____	___%
Other Owners:	_____	_____	___%
	_____	_____	___%

Managing Partner's Email: _____

Developer's Address:

Developer's Principal Business Address: _____

Developer's Mailing Address (if different): _____

TOPPERS PIZZA LLC, a Wisconsin limited liability company

By:_____
Name: _____
Title:_____
Date: _____

AREA DEVELOPER:

_____
[Name]

By:_____
Name: _____
Title: _____
Date:_____

EXHIBIT C

GUARANTY AND ASSUMPTION OF DEVELOPER'S OBLIGATIONS

THIS GUARANTY AND ASSUMPTION OF OBLIGATIONS (the "Guaranty") is given by the persons indicated below who have executed this Guaranty (each a "Guarantor") to be effective as of the Effective Date of the Agreement (defined below).

In consideration of, and as an inducement to, the execution of that certain Area Development Agreement (as amended, modified, restated, or supplemented from time to time, the "Agreement") by TOPPERS PIZZA LLC (the "Company"), and _____ _____ ("Developer"), Guarantor personally and unconditionally (a) guarantees to Company, and its successor and assigns, for the term of the Agreement and as provided in the Agreement, that Developer shall punctually pay and perform each and every undertaking, agreement and covenant set forth in the Agreement and (b) agrees to be personally bound by, and personally liable for the breach of, each and every provision in the Agreement, both monetary obligations and obligations to take or refrain from taking specific actions or to engage or refrain from engaging in specific activities.

Each of the undersigned waives: (1) acceptance and notice of acceptance by Company of the foregoing undertakings; (2) notice of demand for payment of any indebtedness or nonperformance of any obligations guaranteed; (3) protest and notice of default to any party with respect to the indebtedness or nonperformance of any obligations guaranteed; (4) any right he or she may have to require that an action be brought against Developer or any other person as a condition of liability.

Each of the undersigned hereby consents and agrees that:

(a) his or her liability under this undertaking shall be direct, immediate, and independent of the liability of, and shall be joint and several with, Developer and the other owners of Developer;

(b) liability shall not be diminished, relieved or otherwise affected by any extension of time, credit or other indulgence which Company may grant to Developer or to any other person, including 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;

(c) Guarantor shall render any payment or performance required under the Agreement upon demand if Developer fails or refuses punctually to do so;

(d) this undertaking will continue unchanged by the occurrence of any bankruptcy with respect to Developer or any assignee or successor of Developer or by any abandonment of the Agreement by a trustee of Developer. Neither Guarantor's obligations to make payment or render performance in accordance with the terms of this undertaking nor any remedy for enforcement shall be impaired, modified, changed, released or limited in any manner whatsoever by any

impairment, modification, change, release or limitation of the liability of Developer or its estate in bankruptcy or of any remedy for enforcement, resulting from the operation of any present or future provision of the U.S. Bankruptcy Act or other statute, or from the decision of any court or agency;

(e) Company may proceed against Guarantor and Developer jointly and severally, or Company may, at its option, proceed against Guarantor, without having commenced any action, or having obtained any judgment against Developer. Guarantor hereby waives the defense of the statute of limitations in any action hereunder or for the collection of any indebtedness or the performance of any obligation hereby guaranteed;

(f) Guarantor agrees to pay all reasonable attorneys' fees and all costs and other expenses incurred in any collection or attempt to collect amounts due pursuant to this undertaking or any negotiations relative to the obligations hereby guaranteed or in enforcing this undertaking against Guarantor; and

(g) Guarantor is bound by the restrictive covenants, confidentiality provisions, and indemnification provisions contained in the Agreement.

Each Guarantor that is a business entity, retirement or investment account, or trust acknowledges and agrees that if Developer (or any of its affiliates) is delinquent in payment of any amounts guaranteed hereunder, that no dividends or distributions may be made by such Guarantor (or on such Guarantor's account) to its owners, accountholders or beneficiaries for so long as such delinquency exists, subject to applicable law.

Guarantor agrees to be personally bound by the arbitration obligations under Section 7 of the Agreement, including, without limitation, the obligation to submit to binding arbitration the claims described in Section 7.A of the Agreement in accordance with its terms.

Guarantor represents and warrants that, if no signature appears below for Guarantor's spouse, Guarantor is either not married or, if married, is a resident of a state which does not require the consent of both spouses to encumber the assets of a marital estate.

Capitalized terms that are used but not defined in this Guaranty will have the meanings ascribed to them in the Agreement.

[*signature page follows*]

IN WITNESS WHEREOF, each of the undersigned has affixed his, her, or its signature to be effective as of the Effective Date.

GUARANTOR(S)

	Address:	Email:
_____		
Name of Guarantor (printed)	_____	_____
_____	_____	
Signature		
	Address:	Email:
_____		
Name of Guarantor (printed)	_____	_____
_____	_____	
Signature		
	Address:	Email:
_____		
Name of Guarantor (printed)	_____	_____
_____	_____	
Signature		
	Address:	Email:
_____		
Name of Guarantor (printed)	_____	_____
_____	_____	
Signature		

The undersigned, as the spouse of Guarantor indicated below, acknowledges and consents to the guarantee given herein by his/her spouse. Such consent also serves to bind the assets of the marital estate to Guarantor's performance of this Guaranty.

_____	_____
Name of Guarantor (printed)	Name of Guarantor (printed)
_____	_____
Name of Guarantor's Spouse (printed)	Name of Guarantor's Spouse (printed)
_____	_____
Signature of Guarantor's Spouse	Signature of Guarantor's Spouse
_____	_____
Name of Guarantor (printed)	Name of Guarantor (printed)
_____	_____
Name of Guarantor's Spouse (printed)	Name of Guarantor's Spouse (printed)
_____	_____
Signature of Guarantor's Spouse	Signature of Guarantor's Spouse

EXHIBIT D

DEVELOPMENT SCHEDULE

Developer agrees to comply with the following Development Schedule:

1	2	3
Cumulative Number of Restaurants to Be Open and in Operation on or before the Date in Column 3	**Date by which Developer must sign Franchise Agreement(s) for New Restaurants**	**Date that the Restaurant(s) Must Open**
_____	_____, 20__	_____, 20__
_____	_____, 20__	_____, 20__
_____	_____, 20__	_____, 20__
_____	_____, 20__	_____, 20__

Developer acknowledges and agrees that failure to meet any of the foregoing deadlines will result in a default under the Agreement. Developer further acknowledges and agrees that the deadlines set forth shall not be deemed a representation or warranty by Company that Developer will meet the restaurant opening date deadline or satisfy the Development Schedule.

TOPPERS PIZZA LLC, a Wisconsin limited liability company

By:_____
Name: _____
Title:_____
Date: _____

AREA DEVELOPER:

_____
[Name]

By:_____
Name: _____
Title: _____
Date:_____

EXHIBIT H

STATE ADDENDA AND AGREEMENT RIDERS

ADDITIONAL DISCLOSURES FOR THE FRANCHISE DISCLOSURE DOCUMENT OF TOPPERS PIZZA LLC

The following are additional disclosures for the Franchise Disclosure Document of Toppers Pizza LLC, required by various state franchise laws. Each provision of these additional disclosures will only apply to you if the applicable state franchise registration and disclosure law applies to you.

FOR THE FOLLOWING STATES: ILLINOIS, INDIANA, MARYLAND, MICHIGAN, MINNESOTA, NEW YORK, NORTH DAKOTA, SOUTH DAKOTA, VIRGINIA, OR WISCONSIN.

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

ILLINOIS

The following language is added to the end of Item 17:

Except for the U.S. Federal Arbitration Act and other federal laws in the U.S., the laws of the State of Illinois will govern the Franchise Agreement.

In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction or venue outside the State of Illinois is void. However, a franchise agreement may provide for arbitration outside of Illinois.

Your rights upon termination and non-renewal of a franchise agreement are subject to sections 19 and 20 of the Illinois Franchise Disclosure Act.

In conformance with Section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

MARYLAND

1. The following is added to the end of Item 5:

Based upon the franchisor's financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees and

payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the franchise agreement. In addition, all development fees and initial payments by area developers shall be deferred until the first franchise under the development agreement opens.

2. The following is added to the end of the "Summary" sections of Item 17(c), entitled **Requirements for franchisee to renew or extend**, and Item 17(m), entitled **Conditions for franchisor approval of transfer**:

However, any release required as a condition of renewal and/or assignment/transfer, will not apply to claims or liability arising under the Maryland Franchise Registration and Disclosure Law.

3. The following is added to the end of the "Summary" section of Item 17(h), entitled **"Cause" defined – non-curable defaults**:

The Development Agreement and Franchise Agreement provide for termination upon bankruptcy. This provision might not be enforceable under federal bankruptcy law (11 U.S.C. Sections 101 et seq.), but we will enforce it to the extent enforceable.

4. The following sentence is added to the end of the "Summary" section of Item 17(v), entitled **Choice of forum**:

You may bring suit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

5. The following language is added to the end of the chart in Item 17:

You must bring any claims arising under the Maryland Franchise Registration and Disclosure Law within 3 years after the grant of the franchise.

MINNESOTA

1. **Renewal, Termination, Transfer and Dispute Resolution**. The following is added at the end of the chart in Item 17:

With respect to franchises governed by Minnesota law, we will comply with Minn. Stat. Sec. 80C.14, Subds. 3, 4 and 5 which require, except in certain specified cases, that you be given 90 days' notice of termination (with 60 days to cure) of the Franchise Agreement and 180 days' notice for non-renewal of the Franchise Agreement.

Minn. Stat. Sec. 80C.21 and Minn. Rule 2860.4400J might prohibit us from requiring litigation to be conducted outside Minnesota. In addition, nothing in the Franchise Disclosure Document or Franchise Agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes 1984, Chapter 80C, or

your rights to any procedure, forum or remedies provided for by the laws of the jurisdiction.

Any release as a condition of renewal and/or transfer/assignment will not apply to the extent prohibited by applicable law with respect to claims arising under Minn. Rule 2860.4400D.

Minn. Rule Part 2860.4400J might prohibit a franchisee from waiving rights to a jury trial; waiving rights to any procedure, forum or remedies provided by the laws of the jurisdiction; or consenting to liquidated damages, termination penalties, or judgment notes. However, we and you will enforce these provisions in our Franchise Agreement to the extent the law allows.

NORTH DAKOTA

1. The disclosure in the Item 6 chart, entitled "**Damages**," will not be enforced to the extent prohibited by applicable law.

2. The following is added to the "Remarks" section of the Item 6 row entitled "**Costs and Attorneys' Fees"**:

Sections of the Franchise Disclosure Document requiring you to pay all costs and expenses incurred by us in enforcing the Franchise Agreement may not be enforceable under Section 51-19-09 of the North Dakota Franchise Investment Law, and are amended accordingly to the extent required by law.

3. The following is added to the end of the "Summary" sections of Item 17.c, entitled **Requirements for renewal or extension**, and Item 17.m, entitled **Conditions for franchisor approval of transfer**:

However, any release required as a condition of renewal and/or assignment/transfer will not apply to the extent prohibited by the North Dakota Franchise Investment Law.

4. The following is added to the end of the "Summary" section of Item 17.i, entitled **Franchisee's obligation on termination/non-renewal**:

The requirement to pay damages will not be enforced to the extent prohibited by applicable law.

5. The following is added to the end of the "Summary" section of Item 17(r), titled "**Non-competition covenants after the franchise is terminated or expires**":

Covenants not to compete such as those mentioned above are generally considered unenforceable in the State of North Dakota; however, we and you will enforce the covenants to the maximum extent the law allows.

6. The "Summary" section of Item 17(u), titled "**Dispute resolution by arbitration or mediation**" is deleted and replaced with the following:

> To the extent required by the North Dakota Franchise Investment Law (unless such requirement is preempted by the Federal Arbitration Act), arbitration will be at a site to which we and you mutually agree.

7. The "Summary" section of Item 17(v), titled "**Choice of forum**", is deleted and replaced with the following:

> Litigation generally must be in the state where our or, as applicable, our successor's or assign's then-current principal place of business is located (currently Whitewater, Wisconsin), except that, subject to your arbitration obligation, and to the extent required by North Dakota Franchise Investment Law you may bring an action in North Dakota.

8. The "Summary" section of Item 17(w), titled "**Choice of law**", is deleted and replaced with the following:

> Except as otherwise required by North Dakota law, and except for the U.S. Trademark Act, the Federal Arbitration Act, other federal laws, and disputes involving non-competition covenants (which are governed by the law of the state in which your Studio is located), Wisconsin law applies.

VIRGINIA

1. The following language is added to the end of the "Summary" section of Item 17(e), entitled **Termination by Franchisor without cause**:

> Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any grounds for default or termination stated in the Development Agreement or Franchise Agreement does not constitute "reasonable cause," as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.

THE FOLLOWING PAGES IN THIS EXHIBIT ARE STATE-SPECIFIC RIDERS TO THE FRANCHISE AGREEMENT

RIDER TO THE
FRANCHISE AGREEMENT
FOR USE IN ILLINOIS

THIS RIDER is made and entered into by and between **TOPPERS PIZZA LLC,** a Wisconsin limited liability company with its principal business address at 333 West Center Street, Whitewater, Wisconsin 53190 (the "Company"), and _____, whose principal business address is _____ _____ ("Franchisee").

1. **BACKGROUND**. The Company and Franchisee are parties to that certain Franchise Agreement dated _____, 20___ (the "Franchise Agreement"). This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because (a) any of the offering or sales activity relating to the Franchise Agreement occurred in Illinois and the Restaurant that Franchisee will operate under the Franchise Agreement will be located in Illinois, and/or (b) Franchisee is domiciled in Illinois.

2. **ILLINOIS FRANCHISE DISCLOSURE ACT**. The following language is added to the end of the Franchise Agreement:

> Except for the U.S. Federal Arbitration Act and other federal laws in the U.S., the laws of the State of Illinois will govern the Franchise Agreement.
>
> In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction or venue outside the State of Illinois is void. However, a franchise agreement may provide for arbitration outside of Illinois.
>
> Your rights upon termination and non-renewal of a franchise agreement are subject to sections 19 and 20 of the Illinois Franchise Disclosure Act.
>
> In conformance with Section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.
>
> No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

IN WITNESS WHEREOF, the parties have caused this Rider to be executed as of the effective date of the Franchise Agreement.

TOPPERS PIZZA LLC

By:_____
Adam Oldenburg, CEO

FRANCHISEE:

By: _____
Name: _____
Its: _____

_____
an Individual

_____
an Individual

_____
an Individual

RIDER TO THE
FRANCHISE AGREEMENT
FOR USE IN MARYLAND

THIS RIDER is made and entered into by and between **TOPPERS PIZZA LLC,** a Wisconsin limited liability company with its principal business address at 333 West Center Street, Whitewater, Wisconsin 53190 (the "Company"), and _____, whose principal business address is _____ _____ ("Franchisee").

1. **BACKGROUND**. Company and Franchisee are parties to that certain Franchise Agreement dated _____, 20___ (the "Franchise Agreement") that has been signed concurrently with the signing of this Rider. This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because (a) Franchisee is domiciled in Maryland, and/or (b) the Restaurant that Franchisee will operate under the Franchise Agreement will be located in Maryland.

2. **INITIAL FRANCHISE FEE**. The following language is added to the end of Section 4.1 ("Initial Franchise Fee") of the Franchise Agreement:

> Pursuant to an order of the Maryland Securities Commissioner, Company will defer collection of the Initial Fee and other initial payments Franchisee owes Company until Company has completed all of its pre-opening obligations to Franchisee under the Franchise Agreement and Franchisee has begun operating the Restaurant.

3. **INSOLVENCY**. The following sentence is added to the end of Section 11.2.18 ("Termination by the Company") of the Franchise Agreement:

> This Section 11.2.18 may not be enforceable under federal bankruptcy law (11 U.S.C. Sections 101 et seq.).

4. **CONSENT TO JURISDICTION**. The following sentence is added to the end of Section 13.6 ("Consent to Jurisdiction") of the Franchise Agreement:

> A FRANCHISEE MAY BRING A LAWSUIT IN MARYLAND FOR CLAIMS ARISING UNDER THE MARYLAND FRANCHISE REGISTRATION AND DISCLOSURE LAW.

5. **LIMITATIONS OF CLAIMS AND CLASS ACTION-BAR**. The following sentence is added to the end of Section 13.9 ("Limitations of Claims") of the Franchise Agreement:

> Franchisee must bring any claims arising under the Maryland Franchise Registration and Disclosure Law within 3 years after the Company grants Franchisee the franchise.

IN WITNESS WHEREOF, the parties have caused this Rider to be executed as of the effective date of the Franchise Agreement.

TOPPERS PIZZA LLC

By:_____
Adam Oldenburg, CEO

FRANCHISEE:

By: _____
Name: _____
Its: _____

_____
an Individual

_____
an Individual

_____
an Individual

RIDER TO THE
FRANCHISE AGREEMENT
FOR USE IN MINNESOTA

THIS RIDER is made and entered into by and between **TOPPERS PIZZA LLC,** a Wisconsin limited liability company with its principal business address at 333 West Center Street, Whitewater, Wisconsin 53190 (the "Company"), and _____, whose principal business address is _____ _____ ("Franchisee").

1. **BACKGROUND**. The Company and Franchisee are parties to that certain Franchise Agreement dated _____, 20___ (the "Franchise Agreement"). This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because (a) the Restaurant that Franchisee will operate under the Franchise Agreement will be located in Minnesota; and/or (b) any of the offering or sales activity relating to the Franchise Agreement occurred in Minnesota.

2. **RELEASES.** The following is added to the end of Subsections 3.4.5 ("Conditions Precedent to Renewal") and 9.2.2.9 ("Assignment by Franchisee") of the Franchise Agreement:

> Any release required as a condition of renewal and/or assignment/transfer will not apply to the extent prohibited by the Minnesota Franchises Law.

3. **RENEWAL AND TERMINATION**. The following language is added to the end of Sections 3.4 ("Conditions Precedent to Renewal") and 11.2 ("Termination by the Company") of the Franchise Agreement:

> With respect to franchises governed by Minnesota law, the Company will comply with Minn. Stat. Sec. 80C.14, Subds. 3, 4 and 5 which require, except in certain specified cases, that Franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice of non-renewal of this Agreement.

4. **ADDITIONAL REMEDIES**. The following language is added to the end of Section 11.4 of the Franchise Agreement:

> The Company and Franchisee acknowledge that certain parts of this provision might not be enforceable under Minn. Rule Part 2860.4400J. However, the Company and Franchisee agree to enforce the provision to the extent the law allows.

5. **GOVERNING LAW**. The following language is added to the end of Section 13.5 of the Franchise Agreement:

> NOTHING IN THIS AGREEMENT WILL ABROGATE OR REDUCE ANY OF FRANCHISEE'S RIGHTS UNDER MINNESOTA STATUTES CHAPTER 80C

OR FRANCHISEE'S RIGHT TO ANY PROCEDURE, FORUM OR REMEDIES THAT THE LAWS OF THE JURISDICTION PROVIDE.

6. **CONSENT TO JURISDICTION**. The following language is added to the end of Section 13.6 of the Franchise Agreement:

NOTWITHSTANDING THE FOREGOING, MINN. STAT. SEC. 80C.21 AND MINN. RULE 2860.4400J PROHIBIT THE COMPANY, EXCEPT IN CERTAIN SPECIFIED CASES, FROM REQUIRING LITIGATION TO BE CONDUCTED OUTSIDE MINNESOTA. NOTHING IN THIS AGREEMENT SHALL ABROGATE OR REDUCE ANY OF FRANCHISEE'S RIGHTS UNDER MINNESOTA STATUTES CHAPTER 80C OR FRANCHISEE'S RIGHT TO ANY PROCEDURE, FORUM OR REMEDIES THAT THE LAWS OF THE JURISDICTION PROVIDE.

7. **WAIVER OF PUNITIVE DAMAGES AND JURY TRIAL**. If and then only to the extent required by the Minnesota Franchises Law, Section 13.7 of the Franchise Agreement is deleted.

8. **INJUNCTIVE RELIEF**. Section 13.8 of the Franchise Agreement is hereby deleted and replaced with the following:

13.8 Injunctive Relief. Nothing in this Agreement, including the provisions of Section 13.4, bars the Company's right to obtain specific performance of the provisions of this Agreement and injunctive relief against any threatened or actual conduct that will cause the Company, the Trademarks, or the System loss or damage, under customary equity rules, including applicable rules for obtaining restraining orders and temporary or preliminary injunctions. Franchisee agrees that the Company may seek such relief from any court of competent jurisdiction in addition to such further or other relief as may be available to the Company at law or in equity. Franchisee agrees that Franchisee's only remedy if an injunction is entered against Franchisee will be the dissolution of that injunction, if warranted, upon due hearing (all claims for damages by injunction being expressly waived hereby). A court will determine if a bond is required.

9. **LIMITATION OF CLAIMS AND CLASS-ACTION BAR**. Section 13.9 of the Franchise Agreement is amended by inserting the following clause after "GIVING RISE TO THE CLAIMS":

; PROVIDED, HOWEVER, THAT MINNESOTA LAW PROVIDES THAT NO ACTION MAY BE COMMENCED UNDER MINN. STAT. SEC. 80C.17 MORE THAN 3 YEARS AFTER THE CAUSE OF ACTION ACCRUES.

IN WITNESS WHEREOF, the parties have caused this Rider to be executed as of the effective date of the Franchise Agreement.

TOPPERS PIZZA LLC	**FRANCHISEE:**
By:_____	By: _____
Adam Oldenburg, CEO	Name: _____
	Its: _____
	_____
	an Individual
	_____
	an Individual
	_____
	an Individual

RIDER TO THE
FRANCHISE AGREEMENT
FOR USE IN NORTH DAKOTA

THIS RIDER is made and entered into by and between **TOPPERS PIZZA LLC,** a Wisconsin limited liability company with its principal business address at 333 West Center Street, Whitewater, Wisconsin 53190 (the "Company"), and _____, whose principal business address is _____ _____ ("Franchisee").

1. **BACKGROUND**. The Company and Franchisee are parties to that certain Franchise Agreement dated _____, 20___ (the "Franchise Agreement"). This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because (a) Franchisee is a resident of North Dakota and the Restaurant that Franchisee will operate under the Franchise Agreement will be located or operated in North Dakota; and/or (b) any of the offering or sales activity relating to the Franchise Agreement occurred in North Dakota.

2. **RELEASES**. The following is added to the end of Sections 3.4.5 and 9.2.2.9 of the Franchise Agreement:

> However, any release required as a condition of renewal and/or assignment/transfer will not apply to the extent prohibited by the North Dakota Franchise Investment Law.

3. **COVENANT NOT TO COMPETE / NON-INTERFERENCE**. The following is added to the end of Section 10.1 of the Franchise Agreement:

> Covenants not to compete such as those mentioned above are generally considered unenforceable in the State of North Dakota; however, we will enforce the covenants to the maximum extent the law allows.

4. **ADDITIONAL REMEDIES**. The following language is added to the end of Section 11.4 of the Franchise Agreement:

> We and you acknowledge that certain parts of this provision might not be enforceable under the North Dakota Franchise Investment Law. However, we and you agree to enforce the provision to the extent the law allows.

5. **ARBITRATION**. The following language is added to the end of Section 13.4 of the Franchise Agreement:

> Notwithstanding the foregoing, to the extent otherwise required by the North Dakota Franchise Investment Law (unless such a requirement is preempted by the Federal Arbitration Act), arbitration shall be held at a site to which we and you mutually agree.

6. **GOVERNING LAW**. Section 13.5 of the Franchise Agreement is deleted and replaced with the following:

Except to the extent governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. Sections 1051 et seq.), or other United States federal law, this Agreement, the franchise and all claims arising from the relationship between us and you will be governed by the laws of the State of Wisconsin, without regard to its conflict of laws rules, except as otherwise required by North Dakota Law, and except that (1) any state law regulating the offer or sale of franchises or governing the relationship of a franchisor and its franchisee will not apply unless its jurisdictional requirements are met independently without reference to this section, and (2) the enforceability of those provisions of this Agreement which relate to restrictions on you and your owners' competitive activities will be governed by the laws of the state in which your Restaurant is located.

7. **CONSENT TO JURISDICTION**. The following is added to the end of Section 13.6 of the Franchise Agreement:

Notwithstanding the foregoing, to the extent required by the North Dakota Franchise Investment Law, and subject to your arbitration obligations, you may bring an action in North Dakota for claims arising under the North Dakota Franchise Investment Law.

8. **WAIVER OF PUNITIVE DAMAGES AND JURY TRIAL**. To the extent required by the North Dakota Franchise Investment Law, Section 13.7 of the Franchise Agreement is deleted.

9. **LIMITATIONS OF CLAIMS AND CLASS-ACTION BAR**. The following is added to the end of Section 13.9 of the Franchise Agreement:

THE STATUTES OF LIMITATIONS UNDER NORTH DAKOTA LAW APPLIES WITH RESPECT TO CLAIMS ARISING UNDER THE NORTH DAKOTA FRANCHISE INVESTMENT LAW.

IN WITNESS WHEREOF, the parties have caused this Rider to be executed as of the effective date of the Franchise Agreement.

TOPPERS PIZZA LLC

By:_____
Adam Oldenburg, CEO

FRANCHISEE:

By: _____
Name: _____
Its: _____

_____
an Individual

_____
an Individual

_____
an Individual

THE FOLLOWING PAGES IN THIS EXHIBIT ARE
STATE-SPECIFIC RIDERS TO THE
AREA DEVELOPMENT AGREEMENT

RIDER TO AREA DEVELOPMENT AGREEMENT
FOR USE IN ILLINOIS

THIS RIDER is made and entered into by and between **TOPPERS PIZZA LLC,** a Wisconsin limited liability company with its principal business address at 333 West Center Street, Whitewater, Wisconsin 53190 (the "Company"), and _____, whose principal business address is _____ _____ ("Developer").

1. **BACKGROUND**. The Company and Developer are parties to that certain Area Development Agreement dated _____, 20___ (the "Area Development Agreement") that has been signed concurrently with the signing of this Rider. This Rider is annexed to and forms part of the Area Development Agreement. This Rider is being signed because (a) any of the offering or sales activity relating to the Area Development Agreement occurred in Illinois and the Toppers Pizza Restaurants that Developer will develop will be located in Illinois, and/or (b) Developer is domiciled in Illinois.

2. **ILLINOIS FRANCHISE DISCLOSURE ACT**. The following language is added to the end of the of the Area Development Agreement:

> Except for the U.S. Federal Arbitration Act and other federal laws in the U.S., the laws of the State of Illinois will govern the Franchise Agreement.
>
> In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction or venue outside the State of Illinois is void. However, a franchise agreement may provide for arbitration outside of Illinois.
>
> Your rights upon termination and non-renewal of a franchise agreement are subject to sections 19 and 20 of the Illinois Franchise Disclosure Act.
>
> In conformance with Section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.
>
> No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

IN WITNESS WHEREOF, the parties have caused this Rider to be executed as of the effective date of the Area Development Agreement.

TOPPERS PIZZA LLC

By: _____
Adam Oldenburg, CEO

DEVELOPER:

By: _____
Name: _____
Its: _____

_____
an Individual

_____
an Individual

_____
an Individual

RIDER TO AREA DEVELOPMENT AGREEMENT
FOR USE IN MARYLAND

THIS RIDER is made and entered into by and between **TOPPERS PIZZA LLC,** a Wisconsin limited liability company with its principal business address at 333 West Center Street, Whitewater, Wisconsin 53190 (the "Company"), and _____, whose principal business address is _____ _____ ("Developer").

1. **BACKGROUND**. The Company and Developer are parties to that certain Area Development Agreement dated _____, 20___ (the "Area Development Agreement") that has been signed concurrently with the signing of this Rider. This Rider is annexed to and forms part of the Area Development Agreement. This Rider is being signed because (a) Developer is domiciled in Maryland, and/or (b) the Toppers Pizza Restaurants that Developer will develop under the Area Development Agreement will be located in Maryland.

2. **AREA DEVELOPMENT FEE**. The following language is added to the end of Section 2.E of the Area Development Agreement:

> Pursuant to an order of the Maryland Securities Commissioner, Company will defer collection of the Area Development Fee and other initial payments Developer owes Company. Developer will pay Company the Area Development Fee and other initial payments Developer owes Company under the Area Development Agreement upon the opening of Developer's first Restaurant under the Area Development Agreement.

3. **INSOLVENCY**. The following sentence is added to the end of Section 4.C.4 ("Terms and Termination") of the Area Development Agreement:

> This section 4.C.4 may not be enforceable under federal bankruptcy law (11 U.S.C. Sections 101 et seq.).

4. **CONSENT TO JURISDICTION**. The following sentence is added to the end of Section 7.B ("Consent to Jurisdiction") of the Area Development Agreement:

> A FRANCHISEE MAY BRING A LAWSUIT IN MARYLAND FOR CLAIMS ARISING UNDER THE MARYLAND FRANCHISE REGISTRATION AND DISCLOSURE LAW.

5. **LIMITATION OF CLAIMS AND CLASS-ACTION BAR**. The following sentence is added to the end of the first paragraph of Section 7.E ("Limitation of Claims and Class-Action Bar") of the Area Development Agreement:

> DEVELOPER MUST BRING ANY CLAIMS ARISING UNDER THE MARYLAND FRANCHISE REGISTRATION AND DISCLOSURE LAW WITHIN 3 YEARS AFTER THE COMPANY GRANTS DEVELOPER THE FRANCHISE.

IN WITNESS WHEREOF, the parties have caused this Rider to be executed as of the effective date of the Area Development Agreement.

TOPPERS PIZZA LLC	**DEVELOPER:**
By: _____	By: _____
Adam Oldenburg, CEO	Name: _____
	Its: _____
	_____
	an Individual
	_____
	an Individual
	_____
	an Individual

RIDER TO AREA DEVELOPMENT AGREEMENT
FOR USE IN MINNESOTA

THIS RIDER is made and entered into by and between **TOPPERS PIZZA LLC,** a Wisconsin limited liability company with its principal business address at 333 West Center Street, Whitewater, Wisconsin 53190 (the "Company"), and _____, whose principal business address is _____ _____ ("Developer").

1. **BACKGROUND**. The Company and Developer are parties to that certain Area Development Agreement dated _____, 20___ (the "Area Development Agreement") that has been signed concurrently with the signing of this Rider. This Rider is annexed to and forms part of the Area Development Agreement. This Rider is being signed because (a) the Restaurants that Developer will develop under the Area Development Agreement will be located in Minnesota; and/or (b) any of the offering or sales activity relating to the Area Development Agreement occurred in Minnesota.

2. **TERM AND TERMINATION**. The following is added to the end of Section 4.D of the Area Development Agreement:

> However, with respect to franchises governed by Minnesota law, the Company will comply with Minn. Stat. Sec. 80C.14, Subds. 3, 4 and 5 which require, except in certain specified cases, that a franchisee be given 90 days' notice of termination (with 60 days to cure) of this Agreement.

3. **CONDITIONS FOR CONSENT TO ASSIGNMENT.** The following is added to the end of the second paragraph of Section 6.C of the Area Development Agreement:

> Notwithstanding the foregoing, any release required as a condition of assignment/transfer will not apply to the extent prohibited by the Minnesota Franchises Law.

4. **CONSENT TO JURISDICTION**. The following is added to the end of Section 7.B of the Area Development Agreement:

> NOTWITHSTANDING THE FOREGOING, MINN. STAT. SEC. 80C.21 AND MINN. RULE 2860.4400J PROHIBIT THE COMPANY, EXCEPT IN CERTAIN SPECIFIED CASES, FROM REQUIRING LITIGATION TO BE CONDUCTED OUTSIDE MINNESOTA. NOTHING IN THIS AGREEMENT SHALL ABROGATE OR REDUCE ANY OF DEVELOPER'S RIGHTS UNDER MINNESOTA STATUTES CHAPTER 80C OR DEVELOPER'S RIGHT TO ANY PROCEDURE, FORUM OR REMEDIES THAT THE LAWS OF THE JURISDICTION PROVIDE.

5. **WAIVER OF PUNITIVE DAMAGES AND JURY TRIAL**. If and then only to the extent required by the Minnesota Franchises Law, Section 7.C of the Area Development Agreement is deleted.

6. **INJUNCTIVE RELIEF**. Section 7.D of the Area Development Agreement is deleted and replaced with the following:

D. INJUNCTIVE RELIEF.

Nothing in this Agreement, including the provisions of Section 7.A, bars Company's right to obtain specific performance of the provisions of this Agreement and injunctive relief against any threatened or actual conduct that will cause Company, the Marks, or the System loss or damage, under customary equity rules, including applicable rules for obtaining restraining orders and temporary or preliminary injunctions. Developer agrees that Company may seek such relief from any court of competent jurisdiction in addition to such further or other relief as may be available to Company at law or in equity. Developer agrees that Developer's only remedy if an injunction is entered against Developer will be the dissolution of that injunction, if warranted, upon due hearing (all claims for damages by injunction being expressly waived hereby). A court will determine if a bond is required.

7. **LIMITATION OF CLAIMS AND CLASS-ACTION BAR**. Section 7.E of the Area Development Agreement is amended by inserting the following clause after "GIVING RISE TO THE CLAIMS":

; PROVIDED, HOWEVER, THAT MINNESOTA LAW PROVIDES THAT NO ACTION MAY BE COMMENCED UNDER MINN. STAT. SEC. 80C.17 MORE THAN 3 YEARS AFTER THE CAUSE OF ACTION ACCRUES.

8. **GOVERNING LAW**. Section 10.E of the Area Development Agreement is deleted and replaced with the following:

E. GOVERNING LAW.

ALL MATTERS RELATING TO ARBITRATION WILL BE GOVERNED BY THE FEDERAL ARBITRATION ACT (9 U.S.C. §§ 1 ET SEQ.). EXCEPT TO THE EXTENT GOVERNED BY THE FEDERAL ARBITRATION ACT, THE UNITED STATES TRADEMARK ACT OF 1946 (LANHAM ACT, 15 U.S.C. SECTIONS 1051 ET SEQ.), OR OTHER UNITED STATES FEDERAL LAW, THIS AGREEMENT OR ANY RELATED AGREEMENTS, AND ALL CLAIMS ARISING FROM THE RELATIONSHIP BETWEEN THE COMPANY (OR ANY OF ITS AFFILIATES, AND THEIR RESPECTIVE OWNERS, OFFICERS, DIRECTORS, AGENTS, REPRESENTATIVES, AND EMPLOYEES) AND DEVELOPER (AND ITS OWNERS, GUARANTORS, AFFILIATES, AND EMPLOYEES) WILL BE

GOVERNED BY THE LAWS OF THE STATE OF WISCONSIN WITHOUT REGARD TO ITS CONFLICT OF LAWS RULES, EXCEPT THAT (1) ANY STATE LAW REGULATING THE OFFER OR SALE OF FRANCHISES OR GOVERNING THE RELATIONSHIP OF A FRANCHISOR AND ITS FRANCHISE OWNER WILL NOT APPLY UNLESS ITS JURISDICTIONAL REQUIREMENTS ARE MET INDEPENDENTLY WITHOUT REFERENCE TO THIS PARAGRAPH, AND (2) NOTHING IN THIS AGREEMENT WILL ABROGATE OR REDUCE ANY OF DEVELOPER'S RIGHTS UNDER MINNESOTA STATUTES CHAPTER 80C OR DEVELOPER'S RIGHT TO ANY PROCEDURE, FORUM OR REMEDIES THAT THE LAWS OF THE JURISDICTION PROVIDE.

IN WITNESS WHEREOF, the parties have caused this Rider to be executed as of the effective date of the Area Development Agreement.

TOPPERS PIZZA LLC

By: _____
Adam Oldenburg, CEO

DEVELOPER:

By: _____
Name: _____
Its: _____

_____
an Individual

_____
an Individual

_____
an Individual

RIDER TO THE
AREA DEVELOPMENT AGREEMENT
FOR USE IN NORTH DAKOTA

THIS RIDER is made and entered into by and between **TOPPERS PIZZA LLC,** a Wisconsin limited liability company with its principal business address at 333 West Center Street, Whitewater, Wisconsin 53190 (the "Company"), and _____, whose principal business address is _____ _____ ("Developer").

1. **BACKGROUND**. The Company and Developer are parties to that certain Area Development Agreement dated _____, 20___ (the "Area Development Agreement"). This Rider is annexed to and forms part of the Area Development Agreement. This Rider is being signed because (a) Developer is a resident of North Dakota and the Restaurants that Developer will develop under the Area Development Agreement will be located in North Dakota; and/or (b) any of the offering or sales activity relating to the Area Development Agreement occurred in North Dakota.

2. **COVENANT NOT TO COMPETE / NON-INTERFERENCE**. The following is added to the end of Section 5.C of the Area Development Agreement:

> Covenants not to compete such as those mentioned above are generally considered unenforceable in the State of North Dakota; however, we will enforce the covenants to the maximum extent the law allows.

3. **RELEASES**. The following is added to the end of Sections 6.C of the Area Development Agreement:

> However, any release required as a condition of renewal and/or assignment/transfer will not apply to the extent prohibited by the North Dakota Franchise Investment Law.

4. **ARBITRATION**. The following language is added to the end of Section 7.A of the Area Development Agreement:

> Notwithstanding the foregoing, to the extent otherwise required by the North Dakota Franchise Investment Law (unless such a requirement is preempted by the Federal Arbitration Act), arbitration shall be held at a site to which we and you mutually agree.

5. **CONSENT TO JURISDICTION**. The following is added to the end of Section 7.B of the Area Development Agreement:

> Notwithstanding the foregoing, to the extent required by the North Dakota Franchise Investment Law, and subject to your arbitration obligations, you may bring an action in North Dakota for claims arising under the North Dakota

Franchise Investment Law.

6. **WAIVER OF PUNITIVE DAMAGES AND JURY TRIAL**. To the extent required by the North Dakota Franchise Investment Law, Section 7.C of the Area Development Agreement is deleted.

7. **LIMITATIONS OF CLAIMS AND CLASS-ACTION BAR**. The following is added to the end of Section 7.E of the Area Development Agreement:

THE STATUTES OF LIMITATIONS UNDER NORTH DAKOTA LAW APPLIES WITH RESPECT TO CLAIMS ARISING UNDER THE NORTH DAKOTA FRANCHISE INVESTMENT LAW.

8. **GOVERNING LAW**. Section 10.E of the Area Development Agreement is deleted and replaced with the following:

ALL MATTERS RELATING TO ARBITRATION WILL BE GOVERNED BY THE FEDERAL ARBITRATION ACT (9 U.S.C. §§ 1 ET SEQ.). EXCEPT TO THE EXTENT GOVERNED BY THE FEDERAL ARBITRATION ACT, THE UNITED STATES TRADEMARK ACT OF 1946 (LANHAM ACT, 15 U.S.C. SECTIONS 1051 ET SEQ.), OR OTHER UNITED STATES FEDERAL LAW, THIS AGREEMENT OR ANY RELATED AGREEMENTS, AND ALL CLAIMS ARISING FROM THE RELATIONSHIP BETWEEN THE COMPANY (OR ANY OF ITS AFFILIATES, AND THEIR RESPECTIVE OWNERS, OFFICERS, DIRECTORS, AGENTS, REPRESENTATIVES, AND EMPLOYEES) AND DEVELOPER (AND ITS OWNERS, GUARANTORS, AFFILIATES, AND EMPLOYEES) WILL BE GOVERNED BY THE LAWS OF THE STATE OF WISCONSIN, WITHOUT REGARD TO ITS CONFLICT OF LAWS RULES, EXCEPT THAT ANY STATE LAW REGULATING THE OFFER OR SALE OF FRANCHISES OR GOVERNING THE RELATIONSHIP OF A FRANCHISOR AND ITS FRANCHISEE WILL NOT APPLY UNLESS ITS JURISDICTIONAL REQUIREMENTS ARE MET INDEPENDENTLY WITHOUT REFERENCE TO THIS PARAGRAPH.

IN WITNESS WHEREOF, the parties have caused this Rider to be executed as of the effective date of the Area Development Agreement.

TOPPERS PIZZA LLC	**DEVELOPER:**
By:_____	By: _____
Adam Oldenburg, CEO	Name: _____
	Its: _____
	_____
	an Individual
	_____
	an Individual
	_____
	an Individual

EXHIBIT I

PROJECT MANAGEMENT AGREEMENT

PROJECT MANAGEMENT AGREEMENT

THIS PROJECT MANAGEMENT AGREEMENT (the "**Agreement**") is made in accordance with, and as of the Effective Date of (the "**Effective Date**") the Franchise Agreement signed concurrently herewith (the "**Franchise Agreement**"), by and between _____, a _____ formed under the laws of _____, with its principal business address at _____ ("**Franchisee**"), and **TOPPERS PIZZA LLC**, a limited liability company formed under the laws of the state of Wisconsin, with its principal business address at 333 West Center Street, Whitewater WI 53190 ("**Company**"). Capitalized terms used but not defined herein have the meanings given them in the Franchise Agreement.

RECITALS

A. Company has developed a system (the "**System**") for the establishment, development, and operation of pizza restaurants ("**Restaurants**") operating under trademarks, service marks, logos, and other commercial symbols, including without limitation, the Toppers Pizza® trademarks (the "**Marks**"). The System emphasizes convenience for on-premises consumption, carry-out, and delivery of pizza, breadsticks, and other pizza-related products and services approved by Company, all prepared in accordance with specified recipes and procedures, proprietary products, confidential information, and/or special packaging and marketing techniques. Restaurants feature certain distinctive features, accessories and color schemes, special recipes and menu items (including proprietary products and ingredients), uniform systems, procedures, methods, standards, specifications, inventory lists, marketing and advertising programs, operating methods, financial control concepts, training methods and teaching techniques. Company grants franchises pursuant to individual franchise agreements to own and operate a Restaurant using the System and the Marks.

B. Franchisee wishes to enter into this Agreement because Franchisee has requested that Company provide certain project management assistance in connection with the evaluation of Franchisee's proposed Location (the "**Proposed Location**"), as will be set forth on Exhibit B to this Agreement once proposed, and the construction of the Restaurant, and Company has agreed to perform the services, as described herein, on and subject to the terms and conditions set forth in this Agreement.

AGREEMENT

FOR AND IN CONSIDERATION of the foregoing Recitals (which are incorporated in and made a part hereof), the covenants contained in this Agreement, and other valuable consideration, receipt and sufficiency of which are acknowledged, Franchisee and Company agree as follows:

1. **Evaluation of the Proposed Location**. Promptly following the later of (a) the Effective Date, or (b) the date on which Franchisee provides Company written notice of Franchisee's identification of a Proposed Location if no Proposed Location has been identified as of the Effective Date, Franchisee and Company shall hold a meeting (the "**Site Evaluation**

Conference") at which the parties will discuss site evaluation needs, timing of the site evaluation, and the approximate costs to be incurred in connection with the site evaluation process, which costs will be borne solely by Franchisee. Within 15 business days after the parties agree to the matters discussed at the Site Evaluation Conference, Company will commence compiling and formatting a site evaluation of the Proposed Location (the "**Site Evaluation Report**") based on information obtained from Franchisee and other third parties, such as architects, general contractors, subcontractors, vendors, and government officials, who may be associated with the process of developing a Restaurant at the Proposed Location. If Company ultimately approves the Proposed Location, then Company shall, to the extent Company deems feasible and appropriate, integrate the information set forth in the Site Evaluation Report in providing the Services (defined below).

Within 10 business days following the completion of the Site Evaluation Report, Company will notify Franchisee whether the Proposed Location is approved as a location for the development of a Restaurant.

2. **Company Responsibilities**. Subject to Company's approval of the Proposed Location in accordance with Section 1, Company will provide the services (the "**Services**") set forth on Exhibit A, attached hereto and by this reference incorporated herein.

3. **Franchisee Responsibilities**. Franchisee agrees to be responsible for and agrees to perform, at Franchisee's cost, the following:

a. **Identification of Proposed Location**. If no Proposed Location is set forth on Exhibit B as of the Effective Date, Franchisee shall provide Company written notice of a Proposed Location in accordance with the terms of the Franchise Agreement, which Proposed Location must be within the search area identified on Exhibit F to the Franchise Agreement. Upon such written notice, Exhibit B shall be amended to reflect the Proposed Location.

b. **Funding of Development Costs; Payment of Fees**. All costs and expenses incurred in connection with the development of the Restaurant pursuant to this Agreement (including, without limitation, broker commissions and taxes) shall be Franchisee's responsibility. Franchisee agrees to pay all costs and expenses related to the development of the Restaurant as and when such costs and expenses are due to be paid. Company will be responsible for the costs and expenses of Company's own employees and infrastructure, but Company shall not be required to advance or otherwise expend any of Company's funds to pay the costs or expenses incurred in the development of the Restaurant or the provision of the Services.

c. **Payment of Project Management Fee**. Franchisee shall pay Company a fee of $7,500 (the "**Project Management Fee**") for the Services that Company provides as contemplated by this Agreement. The Project Management Fee shall be due and payable, according to the following schedule:

i. one-third (1/3) of the Project Management Fee on the later of the Effective Date or the date Company approves the Proposed Location;

ii. one-third (1/3) of the Project Management Fee upon completion of the rough-in inspection; and

iii. one-third (1/3) of the Project Management Fee upon completion of the project closeout (punch list) inspection.

Franchisee acknowledges and agrees that no portion of the Project Management Fee shall be applied as a credit toward the franchise fee owed under the Franchise Agreement.

4. **Transfer**. Franchisee and Company have each entered into this Agreement based on the specific conditions and capabilities of the other. Therefore, neither party may transfer or assign this Agreement without the prior written consent of the other which consent will not be unreasonably withheld. Notwithstanding the foregoing, Company shall, on notice to Franchisee, be entitled to assign this Agreement to its affiliate.

5. **Term and Termination**.

a. **Term**. Unless otherwise terminated as provided below in this Section 5, the term of this Agreement (the "**Term**") shall commence on the Effective Date and shall continue until the first to occur of: (i) the date that Company notifies Franchisee that it has not approved the Proposed Location in accordance with Section 1; (ii) the date Franchisee receives a final certificate of occupancy for the Restaurant from the applicable governmental agency; or (iii) the expiration or termination of the Franchise Agreement.

b. **Termination**. Either party may terminate this Agreement if the other party materially breaches this Agreement and does not correct such failure within 30 days after delivery of notice which identifies the breach; provided, however, Company may terminate this Agreement immediately if Franchisee fails to pay Company (or its affiliates) any amounts due and does not correct the failure within ten (10) days after Company delivers written notice of that failure to Franchisee. Franchisee acknowledges and agrees that its breach of this Agreement will be deemed a breach of the Franchise Agreement and any applicable area development agreement.

c. **Effect of Termination**. Expiration or termination of this Agreement shall not relieve either party from its obligations which are expressly indicated to survive expiration or termination of this Agreement; such rights and obligations shall include, without limitation, those under Sections 6 through 11 of this Agreement.

6. **Standard of Care; Limitation of Liability**. Company recognizes that the Services include certain obligations that have been or will be undertaken by Franchisee under the Franchise Agreement. Company agrees to use commercially reasonable efforts in providing the Services in the context of the Franchise Agreement as well as the scope and purpose of this Agreement. However, Franchisee acknowledges and agrees that:

a. by agreeing to perform the Services, Company shall not be deemed to be guarantying to Franchisee that the performance of the Services will satisfy, or be in compliance with, all of Franchisee's obligations under the Franchise Agreement;

b. Company shall not, in the performance of its obligations under this Agreement, be liable to Franchisee, its affiliates, or any other person for any liabilities, obligations, claims, costs or expenses arising out of any act or omission (whether negligent, tortious or otherwise), except only to the extent such liabilities, obligations, claims, costs or expenses arise out of or are caused by the willful misconduct of Company, its affiliates, or any of their respective directors, officers, employees, consultants, agents or representatives;

c. none of Company's owners, officers, directors, employees, or agents shall be personally liable for the performance or failure of performance of Company's obligations under this Agreement. Franchisee will look solely to Company in that regard; and

d. Company does not represent or guarantee that its provision of the Services will result in the Restaurant being profitable or achieving any particular level of success or performance.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT OR UNDER APPLICABLE LAW, IN ANY ARBITRATION, LITIGATION, LEGAL ACTION OR PROCEEDING BETWEEN THE PARTIES ARISING FROM OR RELATING TO THIS AGREEMENT, THE PARTIES UNCONDITIONALLY AND IRREVOCABLY WAIVE AND DISCLAIM TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW ALL RIGHTS TO ANY CONSEQUENTIAL, PUNITIVE, EXEMPLARY, STATUTORY OR TREBLE DAMAGES (OTHER THAN COMPANY AND ITS AFFILIATES' STATUTORY RIGHTS AND REMEDIES RELATING TO TRADEMARKS, COPYRIGHTS, TRADE SECRETS AND OTHER INTELLECTUAL PROPERTY), AND ACKNOWLEDGE AND AGREE THAT THE RIGHTS AND REMEDIES IN THIS AGREEMENT, AND ALL OTHER RIGHTS AND REMEDIES AT LAW AND IN EQUITY, WILL BE ADEQUATE IN ALL CIRCUMSTANCES FOR ANY CLAIMS THE PARTIES MIGHT HAVE WITH RESPECT THERETO. FRANCHISEE AGREES THAT IN THE EVENT OF ANY CLAIM BY FRANCHISEE AGAINST COMPANY UNDER THIS AGREEMENT, COMPANY'S LIABILITY FOR OR WITH RESPECT TO ANY RESTAURANT FOR WHICH COMPANY PROVIDES SERVICES SHALL NOT EXCEED AN AMOUNT EQUAL TO THE PROJECT MANAGEMENT FEE PAID, WHETHER IN FULL OR PARTIAL, BY FRANCHISEE TO COMPANY UNDER THIS AGREEMENT FOR THE PROPOSED RESTAURANT.

7. **Independent Contractor**. Nothing in this Agreement shall constitute or be construed to be or create a partnership, joint venture, employment relationship, fiduciary relationship, or joint employer relationship between Company and Franchisee. The parties' relationship shall be that of an independent contractor. Except as expressly provided in this

Agreement, Company shall not be required to spend or contribute any of its own funds or otherwise incur any debts or liabilities to any person in the performance of the Services under this Agreement. All debts and liabilities to third parties required or permitted to be incurred by Company under this Agreement in the course of furnishing the Services shall be the debts and liabilities of Franchisee and/or its affiliates only, and Company shall not be liable for any such obligations by reason of providing the Services for or on Franchisee's behalf. Company may so inform third parties with whom it deals and may take any other reasonable steps to carry out the intent of this Section 7.

8. **Notices**. All written notices and reports permitted or required to be delivered by the provisions of this Agreement shall be deemed so delivered by the earlier of the time actually delivered, or as follows: (i) upon receipt after transmission by email or other electronic system transmission, (ii) one (1) business day after being placed in the hands of a reputable commercial courier service or United States Postal Service for overnight delivery; or (iii) three (3) business days after placement in the United States Mail by Registered or 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.

9. **Enforcement and Dispute Resolution**. Any dispute arising out of this Agreement will be governed by the provisions of Section 13 (Enforcement) of the Franchise Agreement. Each provision of Section 13 (Enforcement) of the Franchise Agreement is hereby adopted and incorporated into this Agreement by reference.

10. **Binding Effect**. This Agreement will be binding upon and inure to the benefit of the successors, assigns, trustees, receivers, personal representatives, legatees and devisees of the parties hereto.

11. **Entire Agreement**. No officer or employee or agent of Company has any authority to make any representation or promise not contained in this Agreement, and Franchisee agrees that it has executed this Agreement without reliance upon any such representation or promise. Except as specifically provided for in this Agreement, this Agreement cannot be modified or changed except by written instrument signed by all of the parties hereto.

12. **Counterparts**. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. Scanned or electronic signatures shall have the same effect and validity, and may be relied upon in the same manner, as original signatures.

[*Signature page follows*]

[Signature Page to Project Management Agreement]

IN WITNESS WHEREOF, the parties have caused this Agreement to be made effective in Whitewater, Wisconsin, on and as of the Effective Date.

COMPANY	**FRANCHISEE**
TOPPERS PIZZA LLC	_____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

Exhibit A
to
Project Management Agreement

SERVICES

PROJECT EVALUATION

Assistance with regulatory requirements as follows:

Determine application procedures and turnaround timeframes.

Identify permit and/or license fee costs.

Generate an acceptable space feasibility plan.

DESIGN / PRECONSTRUCTION

Assist Franchisee in the establishment of a project team as follows:

Architect /MEP / Structural. Qualify experience, references and service fees.

General and Subcontractors: Qualify financially, past experience and references.

Notify Corporate Vendors of project. Identify project specific requirements and costs.

Coordinate with the Architect to develop an acceptable floor plan and storefront elevation.

Generate a project budget and construction schedule based on Approved LOI and project conditions.

Review and coordinate with the architect regarding plan and permit submittals and construction documents

Distribute construction drawings (CDs) to bidding general contractors along with the bid package to obtain preliminary construction costs. Review and negotiate GC bid submittals for best case pricing and review with Franchisee.

Distribute CDs to Vendors. Receive and review vendor quotes for Franchisee approval. Schedule deliveries to coincide with the GC's construction schedule.

CONSTRUCTION

Assistance with review of property for site acceptance pursuant to the lease.

Coordinate the generation of a construction contract (AIA A107) with Franchisee's approved general contractor.

Obtain Subcontractor List and Certificate of Insurance from general contractor.

Identify and approve the construction schedule.

Communicate construction progress with the Franchisee on a weekly basis – as a minimum.

Communicate with the general contractor on a regular basis tracking vendor deliveries and project construction schedule.

Provide end of week project status to all interested parties, in written and picture format.

Provide an onsite rough-in inspection. (Scheduling of inspection must be confirmed two weeks in advance by general contractor.)

Provide a project closeout (punch list) inspection.

Assist general contractor with final payment process and lien waivers.

Exhibit B
to
Project Management Agreement

PROPOSED LOCATION

Address: _____

EXHIBIT J

SOFTWARE SUBSCRIPTION AGREEMENT

Toppers Subscription Agreement

(Point of Sale Services)

This Toppers Subscription Agreement for Point of Sale Services ("**Agreement**") is entered into effective as of the date ("**Effective Date**") listed in the Business Terms attached hereto and incorporated herein as Schedule A by and between Toppers Pizza LLC, with main offices located at 333 West Center Street, Whitewater, WI 53190 ("**Toppers**") and the undersigned Franchisee as listed in Schedule A ("**Franchisee**") for the Franchisee restaurant location identified in Schedule A ("**Location**"). Toppers and Franchisee may be referred to collectively as the "**Parties**" or individually as a "**Party**."

Recitals:

Franchisee has entered into a Toppers Pizza LLC Franchise Agreement (the "**Franchise Agreement**") for operation of a Toppers restaurant at the Location.

Toppers is providing certain POS Services (as defined below) to Franchisees in accordance with the terms of this Agreement; and

Franchisee desires to access the POS Services as may be made available from time to time by Toppers for use by Franchisee at the Location in accordance with the terms of this Agreement.

Agreement:

In consideration of the foregoing Recitals and the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. Definitions.

(a) "**Authorized User**" means Franchisee and Franchisee's employees who are authorized by Franchisee to access and use the POS Services for the internal use of Franchisee in operating the Toppers restaurant at a Location only and for no other purpose.

(b) "**Documentation**" means Toppers' user manuals, handbooks, and guides relating to the POS Services provided by Toppers to Franchisee either electronically or in hard copy form.

(c) "**POS Services**" means the PiZMET point of sale electronic services made available by Toppers to its Franchisees for use at the Location from time to time and as may be more particularly described in the applicable Documentation.

(d) "**Services Data**" means information, data, and other content in any form or medium (i) that is submitted, transmitted, created, generated, stored, posted, or otherwise processed through the POS Services or (ii) information, data, and other content related to the operation, administration, maintenance, support, use or management of the POS Services.

(e) "**Third-Party Products**" means any third-party products, software, data or POS Services that are provided with, incorporated into or integrated with the POS Services.

(f) "**Toppers Property**" means the POS Services, the Services Data, the Documentation and all intellectual property related to the foregoing, including without limitation, the underlying software, algorithms, designs, methodologies and proprietary processes of the POS Services, the Services Data, the Documentation provided to Franchisee or an Authorized User in connection with the foregoing.

2. Access and Use.

(a) POS System. Subject to and conditioned upon Franchisee's compliance with the terms and conditions of this Agreement, Toppers hereby grants to Franchisee a non-exclusive, non-sublicenseable, non-transferable, limited right for Franchisee and its Authorized Users to access and use the POS Services during the Term solely for Franchisee's internal business purposes in operating the restaurant at the authorized Location and for no other purposes. The grant of rights in this Section is a grant of rights to use the POS Services as an electronic service only. There is no grant of rights under this Agreement in or to the underlying hardware, equipment, appliances, devices, software or other infrastructure used to deliver the POS Services.

(b) Documentation. Subject to and conditioned upon Franchisee's compliance with the terms and conditions of this Agreement, Toppers hereby grants to Franchisee a non-exclusive, non-sublicenseable, non-transferable, limited license for Franchisee and its Authorized Users to access the Documentation during the Term solely for Franchisee's internal business purposes in connection with its use of the POS Services at the authorized Location.

(c) Services Data. Subject to and conditioned upon Franchisee's compliance with the terms and conditions of this Agreement, Toppers hereby grants to Franchisee a non-exclusive, non-sublicenseable, non-transferable, limited right for Franchisee and its Authorized Users to access and use the Services Data during the Term solely for Franchisee's internal business purposes in operating the restaurant at the authorized Location and for no other purposes. Franchisee's right of access to Services Data is further limited to only that Services Data specifically related to Franchisee's Location to the extent that such access is necessary for Franchisee to operate the restaurant at the Location in accordance with its obligations under the Franchise Agreement. Toppers reserves the right to restrict or deny access to Services Data in its sole discretion.

(d) Use Restrictions. Franchisee and its Authorized Users shall not use the Toppers Property for any purposes beyond the scope of the access granted in this Agreement. Franchisee shall not at any time, directly or indirectly, and shall not permit any Authorized Users to: (i) copy, modify, or create derivative works of the Toppers Property in whole or in part; (ii) rent, lease, lend, sell, offer for sale, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Toppers Property; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Toppers Property, in whole or in part; (iv) remove

any proprietary notices from the Toppers Property; or (v) use the Toppers Property in any manner or for any purpose that violates applicable law or that infringes, misappropriates, or otherwise violates any intellectual property, publicity, privacy, or other right of any person or entity.

(e) Reservation of Rights. Toppers reserves all rights not expressly granted to Franchisee in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Franchisee, its Authorized Users or any third party any intellectual property rights or other right, title, or interest in or to the Toppers Property.

(f) Suspension. Notwithstanding anything to the contrary in this Agreement, Toppers reserves the right to suspend Franchisee's and any Authorized User's access to any portion or all of the Toppers Property if suspension is advisable in its reasonable judgement. Without limitation and by way of example only, Toppers may suspend access to any portion or all of the Toppers Property if: (i) Toppers reasonably determines that (A) there is a threat of harm to or actual harm to any of the components comprising the Toppers Property; (B) Franchisee's or any Authorized User's use of the Toppers Property disrupts or poses a risk to any of the components comprising the Toppers Property or to third parties; (C) Franchisee or any Authorized User is using the Toppers Property for unauthorized, fraudulent or illegal activities; (D) Franchisee has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; (E) suspension is advisable for purposes of conducting either routine or emergency maintenance; or (F) Toppers' provision of the Toppers Property to Franchisee or an Authorized User is prohibited by applicable law or should be suspended to accommodate a governmental or other investigation; (ii) any vendor of Toppers has suspended or terminated Toppers' access to or use of any third-party services or products required to enable Franchisee to access the Toppers Property; or (iii) in response to a Franchisee breach or default of the terms of this Agreement (any such suspension described in subclause (i), (ii), or (iii), a "**Service Suspension**"). Toppers shall use commercially reasonable efforts to provide Franchisee with updates regarding resumption of access following any Service Suspension. Toppers shall use commercially reasonable efforts to resume providing access as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Toppers will have no liability for any cost, expense, damage, liabilities, losses (including any loss of data or profits), or any other consequences that Franchisee or any Authorized User may incur as a result of a Service Suspension.

3. Franchisee Responsibilities.

(a) General. Franchisee is responsible and liable for all uses of the Toppers Property resulting from access provided by Franchisee, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, Franchisee is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by Franchisee will be deemed a breach of this Agreement by Franchisee. Franchisee shall make all Authorized Users aware of this Agreement's

provisions as applicable to such Authorized User's use of the Toppers Property and shall cause Authorized Users to comply with such provisions.

(b) Passwords; Access Controls. Franchisee shall be responsible for the safekeeping, proper use and management of all passwords or other access controls to the POS Services to be used by Franchisee and its Authorized Users. Franchisee shall implement adequate security controls to ensure that all passwords and access controls are made available only to Authorized Users for the uses permitted under this Agreement. If Franchisee learns of any loss or unauthorized use of such passwords or access controls, Franchisee shall immediately notify Toppers of the same and reasonably cooperate in the investigation of the incident and take such steps as Toppers may require to contain and minimize any adverse consequences arising from such loss or unauthorized use.

(c) Third-Party Products. Toppers may from time to time make Third-Party Products available to Franchisee as part of the POS Services. Such Third-Party Products may be subject to their own terms and conditions, which will be made available to Franchisee in reasonable form. If Franchisee uses the Third-Party Products, which may be required by Toppers, Franchisee must abide by the applicable terms and conditions for such Third-Party Products.

4. Availability; Support; Replacement.

(a) Availability. Subject to the terms and conditions of this Agreement, Toppers shall use reasonable efforts as it determines from time to time in its discretion to make the POS Services and Services Data available to Franchisee. Franchisee acknowledges, however, that the POS Services and Services Data may experience periods of downtime or unavailability, and that Toppers makes no assurances, guarantees, representations or warranties regarding their uptime or availability. The POS Services and Services Data are provided on an "AS-IS, AS AVAILABLE" basis only.

(b) Maintenance & Support. Toppers shall use reasonable efforts as it determines from time to time in its discretion to provide maintenance and support for the POS Services. Maintenance may include such updates, patches, fixes and releases for the POS Services as Toppers elects to make available for the POS Services from time to time. Support may include help desk support available through remote means (either electronically or telephonically) through Toppers or its designated support agent. Toppers will communicate to Franchisee the standard support hours for help desk assistance. Toppers reserve the right to suspend, modify, terminate or otherwise revise its maintenance and support program as it deems fit and will use commercially reasonable means to communicate any material changes to Franchisee as they occur. Toppers makes no assurances, guarantees, representations or warranties regarding the scope or availability of maintenance and support services and provides the same to Franchisee on an "AS-IS, AS AVAILABLE" basis only.

(c) Modifications. Toppers may in the future elect to modify, enhance, redesign, discontinue or offer a substitute replacement service for the POS Services in whole or in part. Toppers may require Franchisee to license, purchase, implement and

utilize any modifications to the POS Services. Franchisee shall adopt and implement such replacement service upon Topper's request. Toppers reserves the right to charge fees for the foregoing and to change the fees from time to time. Further, Toppers may cease to make the POS Services available to Franchisee and require Franchisee to obtain substitute point of sale systems or services from a third-party vendor at Franchisee's cost.

5. Fees and Payment.

(a) Fees. Franchisee shall pay Toppers the fees ("**Fees**") as set forth in Schedule A without offset or deduction. Franchisee shall make all payments hereunder on or before the due date set forth in Schedule A. If Franchisee fails to make any payment when due, without limiting Toppers' other rights and remedies: (i) Toppers may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law; (ii) Franchisee shall reimburse Toppers for all costs incurred by Toppers in collecting any late payments or interest, including attorneys' fees, court costs, and collection agency fees; and (iii) Toppers may suspend Franchisee's and its Authorized Users' access to any portion or all of the POS Services until such amounts are paid in full.

(b) Taxes. All Fees and other amounts payable by Franchisee under this Agreement are exclusive of taxes and similar assessments. Franchisee is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Franchisee hereunder, other than any taxes imposed on Toppers' income.

6. Confidential Information. From time to time during the Term, Toppers may disclose or make available to Franchisee certain information about or related to the Toppers Property and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media. All of the foregoing information constitutes the confidential and proprietary information of Toppers (collectively, "**Confidential Information**") regardless of whether it has been marked or stamped as confidential. Franchisee and all Authorized Users shall not disclose the Confidential Information to any person or entity, except to Franchisee's Authorized Users who have a need to know the Confidential Information to exercise its rights or perform its obligations hereunder. Furthermore, Franchisee and its Authorized Users agree to maintain the confidentiality of all Confidential Information by, among other things, establishing reasonable security and access measures and restricting its disclosure to key personnel.

7. Intellectual Property Ownership; Feedback.

(a) Toppers Property. Franchisee acknowledges that, as between Franchisee and Toppers, Toppers and its contractors own all right, title, and interest in and to the Toppers Property which includes, without limitation, the POS System, Services Data and Documentation and all intellectual property rights therein. Franchisee has no rights in or to the foregoing except for the limited rights expressly granted in Section 2 entitled "Access and Use."

(b) Feedback. If Franchisee or any of its employees or contractors sends or transmits any communications or materials to Toppers by mail, email, telephone, or otherwise, suggesting or recommending changes to the Toppers Property, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("**Feedback**"), Toppers is free to use such Feedback irrespective of any other obligation or limitation between the Parties governing such Feedback. Franchisee hereby assigns to Toppers on Franchisee's behalf, and on behalf of its employees, contractors and/or agents, all right, title, and interest in, and Toppers is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although Toppers is not required to use any Feedback.

8. Warranties; Remedies; Warranty Disclaimer.

(a) Except for the express assurances set forth in Section 4, Toppers does not make any assurances, guarantees, representations or warranties regarding uptime, availability or quality of the Toppers Property. In the event of a defect or failure in the Toppers Property that does not conform to the assurances set forth in Section 4, Toppers shall at its option either: (i) use commercially reasonable efforts to remedy the defect or failure within a reasonable period of time or(ii) replace the defective or failing software components with alternate software components of reasonably similar functionality The foregoing constitute Franchisee's sole and exclusive remedies and Toppers sole and exclusive obligations in response to a defect or failure in the Toppers Property.

(b) EXCEPT AS SET FORTH IN SUBSECTION (A) ABOVE, THE TOPPERS PROPERTY IS PROVIDED "AS-IS, AS-AVAILABLE" AND TOPPERS HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. TOPPERS SPECIFICALLY DISCLAIMS ALL IMPLIED REPRESENTATIONS AND WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, INTEGRATION, AND NON-INFRINGEMENT, AND ALL REPRESENTATIONS AND WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. TOPPERS MAKES NO WARRANTY OF ANY KIND THAT THE TOPPERS PROPERTY, OR ANY RESULTS OF THE USE THEREOF, WILL MEET FRANCHISEE'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES, OR BE SECURE, ACCURATE, AVAILABLE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE. TOPPERS STRICTLY DISCLAIMS ALL WARRANTIES WITH RESPECT TO ANY THIRD-PARTY PRODUCTS.

9. Indemnification. Franchisee shall indemnify, hold harmless, and, at Toppers' option, defend Toppers from and against any liabilities, damages, claims, losses, costs and expenses resulting or arising from (i) breach of this Agreement by Franchisee; (ii) negligence or willful misconduct of Franchisee, its employees, contractors or agents; (iii) use of the Toppers Property in a manner not authorized by this Agreement; (iv) use of the Toppers Property in combination with data, software, hardware, equipment or technology not provided by Toppers or

authorized by Toppers in writing; or (v) infringement or misappropriation of third party intellectual property, publicity, privacy or other rights as a result of data, content or other information input into the POS Services by Franchisee or its Authorized Users, provided that Franchisee may not settle any such claims against Toppers unless Toppers consents to such settlement, and further provided that Toppers will have the right, at its option, to defend itself against any such claims or to participate in the defense thereof by counsel of its own choice.

10. Limitations of Liability. IN NO EVENT WILL TOPPERS BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (b) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (c) LOSS OF GOODWILL OR REPUTATION; (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (e) COST OF REPLACEMENT GOODS OR POS SERVICES, IN EACH CASE REGARDLESS OF WHETHER TOPPERS WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL TOPPERS'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE TOTAL FEES PAID TO TOPPERS UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

11. Term and Termination.

(a) Term. The term of this Agreement begins on the Effective Date and shall continue for a period of one (1) year ("**Initial Term**"), and thereafter shall be automatically renewed for successive one-year periods under like terms and conditions ("**Renewal Term**") unless terminated in accordance with the terms hereof. (The Initial Term and all Renewal Terms, if any, shall hereinafter be referred to collectively as the "**Term**").

(b) Termination. In addition to any other express termination right set forth in this Agreement:

(i) Toppers reserves the right to terminate this Agreement for convenience upon written notice to Franchisee. In such a circumstance, Toppers will endeavor to provide at least thirty (30) days advance written notice of termination, but may provide lesser notice if there is a valid business reasons for doing so in Toppers' reasonable judgment.

(ii) Toppers may terminate this Agreement, effective on written notice to Franchisee, if Franchisee: (A) fails to pay any amount when due hereunder, and such failure continues more than ten (10) days after Toppers' delivery of written notice thereof; or (B) breaches any of its other obligations under this Agreement

and such failure continues for more than thirty (30) days after Toppers' delivery of written notice thereof;

(iii) Toppers may terminate this Agreement, effective immediately upon written notice to Franchisee if Franchisee: (A) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (B) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (C) makes or seeks to make a general assignment for the benefit of its creditors; or (D) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

(iv) Upon the termination or expiration of the Franchise Agreement, this Agreement shall automatically terminate.

(c) Effect of Expiration or Termination. Upon expiration or earlier termination of this Agreement, Franchisee shall immediately discontinue use of the Toppers Property and, without limiting Franchisee's obligations under Section 6, Franchisee shall delete, destroy, or return all copies of the Documentation and other Toppers Property in its possession and certify in writing to the Toppers that the Documentation and other Toppers Property has been deleted or destroyed. No expiration or termination will affect Franchisee's obligation to pay all Fees that may have become due before such expiration or termination, or entitle Franchisee to any refund.

(d) Survival. This Section 11(d) and Sections 1, 5, 6, 7, 8(b), 9, 10, and 12 survive any termination or expiration of this Agreement. No other provisions of this Agreement survive the expiration or earlier termination of this Agreement.

12. Miscellaneous.

(a) Data Security. Franchisee shall be responsible for the privacy and security of all personally identifiable information of individuals within its possession or control including, without limitation, personal financial information, personal health information, credit card or related payment account information, social security numbers or any other such personally identifiable information of its employees, contractors, customers or third parties ("**Personal Information**"). Franchisee acknowledges and agrees that all Personal Information (other than Restricted Data, defined below) is Toppers' and its affiliates' Confidential Information and is subject to the protections of Section 6 herein. Franchisee shall, and shall cause Franchisee's current and former employees, representatives, affiliates, successors and assigns to: (a) process, retain, use, collect, and disclose all Personal Information only in strict accordance with all applicable laws, regulations, orders, and the guidance and codes issued by industry or regulatory agencies; (b) assist Toppers with meeting its compliance obligations under all applicable laws and regulations relating to Personal Information, including the guidance and codes of practice issued by industry or regulatory agencies; and (c) promptly notify Toppers of any communication or request

from any customer or other data subject to access, correct, delete, opt-out of, or limit activities relating to any Personal Information.

Franchisee shall indemnify, defend and hold Toppers harmless from and against all liabilities, damages, claims, losses, costs and expenses (including reasonable attorneys fees) resulting or arising from (i) the violation of these obligations by Franchisee, its employees, contractors or agents or (ii) any data security incidents or breaches caused by the acts, omissions, negligence or willful misconduct of Franchisee, its employees, contractors or agents. Franchise shall notify Toppers immediately of any suspected data security incident or breach (whether the incident or breach has been confirmed or not) and cooperate in all reasonable ways with Toppers in investigating the matter and in taking appropriate steps to minimize any resulting harm.

Toppers reserves the right (but has no obligation) to conduct a data security and privacy audit of any of the Location's and Franchisee's computer systems at any time, from time to time, to ensure that Franchisee is complying with Toppers' requirements. Franchisee must promptly notify Toppers if Franchisee receives any complaint, notice, or communication, whether from a governmental agency, customer or other person, relating to any Personal Information, or Franchisee's compliance with its obligations relating to Personal Information under this Agreement, and/or if Franchisee has any reason to believe it will not be able to satisfy any of Franchisee's obligations relating to Personal Information under this Agreement.

Notwithstanding anything to the contrary in this Agreement or otherwise, Franchisee agrees that Toppers does not control or own any of the following Personal Information (collectively, the "**Restricted Data**"): (a) any Personal Information of the employees, officers, contractors, owners or other personnel of Franchisee, Franchisee's affiliates, or the Location; (b) such other Personal Information as Toppers may from time to time expressly designate as Restricted Data; and/or (c) any other Personal Information to which Toppers does not have access. Regardless of any guidance Toppers may provide generally and/or any specifications that Toppers may establish for other Personal Information, Franchisee has sole and exclusive responsibility for all Restricted Data, including establishing protections and safeguards for such Restricted Data; provided, that in each case Franchisee agrees to comply with all applicable laws, regulations, orders, and the guidance and codes issued by industry or regulatory agencies applicable to such Restricted Data.

(b) Equipment. This Agreement does not apply to and does not cover any on-site equipment, appliances, products or other devices that Franchisee may be required to obtain in order to access and use the POS Services (collectively, "POS Equipment") from the Location. Acquiring necessary POS Equipment shall be the responsibility of Franchisee and may be covered by a separate agreement between Franchisee and Toppers or between Franchisee and a third party vendor. Toppers assumes no responsibility for POS Equipment under this Agreement.

(c) Entire Agreement. This Agreement, together with the Franchise Agreement and any other documents incorporated herein by reference and all related Schedules,

constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements made in the body of this Agreement, the related Schedules, and any other documents incorporated herein by reference, the following order of precedence governs: (i) first, this Agreement, excluding its Schedules; (ii) second, the Schedules to this Agreement as of the Effective Date; and (iii) third, any other documents incorporated herein by reference.

(d) Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "**Notice**") must be in writing and addressed to the Parties at the addresses set forth on the first page of this Agreement (or to such other address that may be designated by the Party giving Notice from time to time in accordance with this Section). All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), email (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage pre-paid). Except as otherwise provided in this Agreement, a Notice is effective only: (i) upon receipt by the receiving Party; and (ii) if the Party giving the Notice has complied with the requirements of this Section.

(e) Force Majeure. In no event shall Toppers be liable to Franchisee, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement, if and to the extent such failure or delay is caused by any circumstances beyond Toppers' reasonable control, including but not limited to acts of God, flood, fire, earthquake, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.

(f) Amendment and Modification; Waiver. No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party. No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, (i) no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof and (ii) no single or partial exercise of any right, remedy, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

(g) Severability. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to affect their original intent as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

(h) Governing Law; Jurisdiction. This Agreement shall be governed by and construed in accordance with the choice of law and dispute resolution provisions set forth in the Franchise Agreement, which provisions are incorporated herein.

(i) Assignment. Franchisee may not assign any of its rights or delegate any of its obligations hereunder, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of Toppers and subject to the conditions related to assignment as set forth in the Franchise Agreement. Any purported assignment or delegation in violation of this Section will be null and void. No assignment or delegation will relieve the assigning or delegating Party of any of its obligations hereunder. This Agreement is binding upon and inures to the benefit of the Parties and their respective permitted successors and assigns.

(j) Export Regulation. The POS Services utilize software and technology that may be subject to US export control laws, including the US Export Administration Act and its associated regulations. Franchisee shall not, directly or indirectly, export, re-export, or release the POS Services or the underlying software or technology to, or make the POS Services or the underlying software or technology accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation.

(k) Equitable Relief. Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations could cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other Party will be entitled to equitable relief, including a restraining order, an injunction, specific performance and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity or otherwise.

(l) Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Toppers Subscription Agreement (Point of Sale Services) as of the dates below.

TOPPERS:	FRANCHISEE:
TOPPERS PIZZA LLC	_____
By:_____	By:_____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date:_____

SCHEDULE A – "BUSINESS TERMS"

TO TOPPERS SUBSCRIPTION AGREEMENT

(POINT OF SALE SERVICES)

This Schedule is made a part of and incorporated into that certain Toppers Subscription Agreement (Point of Sale Services) between Toppers Pizza LLC, with main offices located at 333 West Center Street, Whitewater, WI 53190 and the undersigned Franchisee for the Franchisee restaurant Location listed below. Capitalized terms used but not defined in this Schedule A have the meaning given to those terms in the Agreement.

Effective Date:	
Franchisee Name:	
Franchisee Location:	
POS Services Description:	PiZMET point of sale electronic services as made available from time to time by Toppers at the Location designated in this Schedule.
Authorized Users:	Franchisee's employees at the Location
Fee Schedule:	[__] $2,500 PiZMET Site License (One Time per Location, Non-recurring, for initial set-up) or [__] $1,250 PiZMET Site License Transfer Fee (transfer of license for existing Location) $1,900 PiZMET per-site Annual Software Maintenance (billable in equal monthly installments of $158.33 per site)* $600 per-site annual PiZMET Enterprise Reporting fee (billable in equal monthly installments of $50 per site)* *These fees are subject to increase, not more than once per year, up to the difference, expressed as a percentage, in CPI as determined by comparing the CPI in effect as of the date Franchisee signs the Agreement to the CPI in effect as of the date Toppers increases the fee. "CPI" means the National Consumer Price Index-All Urban Consumers-All Items (1982-1984 = 100) published by the U.S. Department of Labor (or if the CPI is no longer published, another substitute reference reasonably designated by Toppers).

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

TOPPERS: **FRANCHISEE**:

TOPPERS PIZZA LLC	_____
By:_____	By:_____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date:_____

EXHIBIT K

ASSET PURCHASE AGREEMENT

PIZZA PEOPLE LLC

ASSET PURCHASE AGREEMENT

_____
BUYER

Pizza People LLC
SELLER

_____

_____

_____
RESTAURANT ADDRESS

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EXHIBITS

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (the "**Agreement**") is made and entered into by and between **PIZZA PEOPLE LLC,** a Wisconsin limited liability corporation, with its principal business address at 333 W. Center Street, Whitewater, Wisconsin, 53190 ("**we**," "**us**," or "**our**"), and_____, a _____ whose principal business address is _____ ("**you**" or "**your**") as of the date signed by us and set forth opposite our signature on this Agreement (the "**Effective Date**").

1. BACKGROUND.

We operate a restaurant that offers delivery, dine-in and carryout service of distinctive handmade pizza, pizza related products, and other food items under the "Toppers Pizza" name and trademarks located at _____ (the "**Restaurant**").

You now wish to purchase and takeover operation of the Restaurant and we have agreed to sell and transfer the Restaurant to you, subject to the terms and conditions of this Agreement, under which you will purchase and assume from us, and we will sell and assign to you, certain assets, interests, liabilities and obligations arising from our operation of the Restaurant.

2. PURCHASE AND SALE.

2A. PURCHASED ASSETS.

Subject to the terms and conditions set forth herein, we shall sell, assign, transfer, convey and deliver to you, and you shall purchase from us, all of our right, title and interest in the assets used solely in connection with the operation of the Restaurant (collectively, the "**Purchased Assets**").

The Purchased Assets do not include: (i) any of our cash on hand on or prior to the Closing Date (as defined in Section 3A), other than the Drawer Cash (as defined in Section 2D), (ii) any intellectual property rights or goodwill associated with the operation of the Restaurant, (iii) any insurance policies applicable to our operation of the Restaurant, or any claims or proceeds thereunder, (iv) all rights to any action, suit or claim of any nature available to or being pursued by us, whether arising by way of counterclaim or otherwise, in connection the operation of the Restaurant prior to the Closing Date, (v) any tax assets (including refunds and prepayments) arising from the operation of the Restaurant prior to the Closing Date, (vi) any permits, licenses, approvals, authorizations, registrations, certificates, variances and similar rights that we have obtained from governmental authorities to develop and/or operate the Restaurant, and (vii) any other assets listed on **Exhibit A** (the "**Excluded Assets**").

THE PURCHASED ASSETS WILL BE TRANSFERRED "AS IS," "WHERE IS," WITH ALL FAULTS, AND WITHOUT ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WE WILL NOT BE LIABLE OR RESPONSIBLE FOR ANY DAMAGES OR LOSSES, INCLUDING INCIDENTAL AND CONSEQUENTIAL DAMAGES THAT YOU MAY SUFFER, ARISING FROM THE PURCHASE, USE OR OWNERSHIP OF THE PURCHASED ASSETS.

2B. ASSUMED LIABILITIES.

Subject to the terms and conditions set forth herein, you shall assume and agree to pay, perform and discharge on or after the Closing Date all liabilities, obligations and contracts arising in connection with the operation of the Restaurant (the "**Assumed Liabilities**"). The Assumed Liabilities include: (i) all liabilities and obligations under the contracts listed on **Exhibit B** (the "**Assigned Contracts**") (ii) all trade accounts payable in connection with the Restaurant that remain unpaid as of the Closing Date, (iii) all liabilities and obligations relating to employee benefits, compensation or other arrangements with respect to any Transferred Employee (as defined in Section 6A), and (iv) all taxes relating to the Restaurant, the Purchased Assets or the Assumed Liabilities for any taxable period ending after the Closing Date, or arising in connection with the transactions contemplated by this Agreement, including transfer, documentary, sales, use, stamp, registration, value added and other such taxes and fees (including any penalties and interest).

2C. EARNEST MONEY DEPOSIT.

You must pay us the greater of ten thousand dollars ($10,000) or five percent (5%) of the Cash Amount (as defined in Section 2D) (the "**Earnest Money Deposit**"), on or before the Effective Date, in immediately available funds to an account and in the manner designated by us. Subject to applicable law, no interest will accrue on the Earnest Money Deposit while it is held by us, and we will not invest any portion of the Earnest Money Deposit for your benefit. The Earnest Money Deposit is refundable to you only if this Agreement is lawfully terminated by you because we fail to meet our closing conditions under Section 7B, and the following additional conditions are met: (i) you are in full compliance with this Agreement and any other agreement between you (and your affiliates) and us (or our affiliates), (ii) you have met all of your obligations and conditions to Closing set forth in this Agreement, and are prepared and ready to close by the Closing Date, and (iii) you sign a general release, in a form satisfactory to us, of any and all claims against us and our affiliates, and each such entity's members, officers, directors, employees, representatives, and agents. In such circumstances only, we would return the Earnest Money Deposit to you, by wire transfer or check, within five (5) business days of an effective, lawful and uncontested termination of this Agreement. The Earnest Money is due and fully earned by us when you sign this Agreement and is not refundable under any circumstances, other than as specified in the preceding sentence.

You hereby acknowledge and agree that the Earnest Money Deposit does not and shall not constitute property of your estate within the meaning of the United States Bankruptcy Code, or substantially similar provisions of state law, and your interest in such Earnest Money Deposit is limited to the right to have the Earnest Money Deposit returned if and when the conditions for the return of the Earnest Money Deposit are satisfied as set forth above. You hereby waive any right

to defend against any motion for relief from the automatic stay that may be filed by us for the Earnest Money Deposit.

2D. PURCHASE PRICE.

The aggregate purchase price for the Purchased Assets (the "**Purchase Price**") shall be equal to: (i) $[_____] (the "**Cash Amount**"), plus (ii) the amount of the total cost of all usable inventory and supplies at the Restaurant on the Closing Date (the "**Closing Inventory**"), plus (iii) your prorated portion of any and all security deposits and prepaid expenses for leases, utilities, or otherwise associated with the operation of the Restaurant allocated as of the Closing Date (the "**Prepaid Amounts**"), plus (iv) drawer cash in the amount of $[_____] (the "**Drawer Cash**"). You and we agree to allocate the Purchase Price among the Purchased Assets for all purposes (including tax and financial accounting) in accordance with **Exhibit C**. You and we shall file all tax returns (including amended returns and claims for refund) and information reports in a manner consistent with such allocation.

On or prior to Closing, we will deliver to you a statement reflecting the estimated cost of all Closing Inventory (the "**Estimated Inventory Amount**") and Drawer Cash (the "**Estimated Drawer Cash**") and the total amount of the Prepaid Amounts (the "**Closing Statement**"). On the Closing Date, you must pay us the Cash Amount (less any amount actually paid to and received by us as an Earnest Money Deposit), plus the Estimated Inventory Amount, plus the Estimated Drawer Cash, plus the Prepaid Amounts, each as reflected on the Closing Statement (if applicable) (together, the "**Closing Purchase Price**") in immediately available funds to an account and in the manner designated by us.

You and we hereby waive compliance with the provisions of any bulk sales, bulk transfer or similar laws of any jurisdiction that may otherwise be applicable with respect to the sale of any or all of the Purchased Assets.

2E. FINAL RECONCILIATION.

After the close of business of the Restaurant on the Closing Date, you and we will together conduct a physical inspection of the Restaurant (the "**Final Inspection**").

During the Final Inspection, you and we will determine the quantities and cost of the Closing Inventory, which shall be based on the invoice prices for such Closing Inventory. If the total cost of the Closing Inventory at the Final Inspection is more than $250 more than the amount of the Estimated Inventory Amount, you must pay us the total difference in cost within twenty-four (24) hours of the Closing Date, in immediately available funds to an account and in the manner designated by us. If the total cost of the Closing Inventory at the Final Inspection is more than $250 less than the amount of the Estimated Inventory Amount, we will pay you for the total difference in cost within seven (7) days of the Closing Date, in immediately available funds to an account and in the manner designated by you.

During the Final Inspection, you and we will also determine the amount of cash on hand at the Restaurant as of the close of business on the Closing Date. All such amounts, up to the Estimated Drawer Cash, will be transferred to you as part of the Purchased Assets (the "**Drawer**

Cash"). We may remove from the Restaurant and keep as ours any and all cash on hand at the Restaurant on the Closing Date in excess of the Estimated Drawer Cash. If the total Drawer Cash at the Final Inspection exceeds the amount of the Estimated Drawer Cash, you must pay us the difference within twenty-four (24) hours of the Closing Date, in immediately available funds to an account and in the manner designated by us. If the total Drawer Cash at the Final Inspection is less than the Estimated Drawer Cash, we will pay you for the difference within seven (7) days of the Closing Date, in immediately available funds to an account and in the manner designated by you.

3. CLOSING.

3A. CLOSING.

Subject to the terms and conditions of this Agreement, the consummation of the transactions contemplated by this Agreement (the "**Closing**") shall take place at our then-current principal place of business (or by exchange of electronic signatures), as soon as practicable after all of the conditions to Closing set forth in Article 7 are either satisfied or waived (other than conditions which, by their nature, are to be satisfied on the Closing Date), or at such other time, date or place as we may designate, which shall in no event be later than [_____]. The date on which the Closing is to occur is herein referred to as the "**Closing Date**."

3B. CLOSING DELIVERABLES.

At Closing, you must deliver to us the following:

(1) full payment of the Closing Purchase Price;

(2) a bill of sale and rights assignment agreement, pursuant to which the Purchased Assets and Assumed Liabilities are transferred to you, in substantially the form attached as **Exhibit D** (the "**Assignment**"), duly executed by you;

(3) our form of assignment of lease, pursuant to which you will assume all rights and liabilities under the lease, in substantially the form attached hereto as **Exhibit E** (the "**Lease Assignment**"), duly executed by you;

(4) our affiliate's, Toppers Pizza LLC ("**Franchisor**"), then-current form of franchise agreement, pursuant to which you will be granted the right and undertake the obligation to own and operate the Restaurant as a "Toppers Pizza" franchise (the "**Franchise Agreement**"), duly executed by you; and

(5) such other instruments and documents as we may reasonably designate or require to be delivered on the Closing Date by you to effect the transactions contemplated by this Agreement.

At Closing, we must deliver to you a copy of the Assignment and Lease Assignment, duly executed by us.

4. OUR REPRESENTATIONS AND WARRANTIES.

We hereby represent and warrant to you that to our knowledge, the following statements are true and correct in all material respects:

4A. ORGANIZATION AND AUTHORITY.

We are duly organized, validly existing and in good standing under the laws of our state of organization. We have all necessary corporate power and authority to own the Purchased Assets, operate the Restaurant as currently conducted, to enter into this Agreement, and to carry out our obligations under this Agreement. This Agreement has been duly executed by us, and (assuming due authorization, execution and delivery by you) this Agreement constitutes a legal, valid and binding obligation, enforceable against us in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally and by general principles of equity (regardless of whether enforcement is sought in a proceeding at law or in equity).

4B. NO CONFLICTS; CONSENTS.

The execution, delivery and performance by us of this Agreement, and the consummation of the transactions contemplated by this Agreement, do not and will not: (a) result in a violation or breach of any provision of our organizational documents, or any law, order, judgment or regulation to which the Purchased Assets or Assumed Liabilities are subject; or (b) require the consent, notice or other action by any other person under, conflict with, result in a violation or breach of, or constitute a default under any Assigned Contract, except where the violation, breach, conflict, default, or failure to give notice or obtain consent would not result in a material adverse effect on the operations of the Restaurant.

4C. VALID TITLE/COMPLIANCE WITH LAWS.

We have good and valid title to all the Purchased Assets. We are in compliance with all laws applicable to the business operations of the Restaurant as currently conducted, and the ownership and use of the Purchased Assets, except where the failure to be in compliance would not have a material adverse effect on the operations of the Restaurant.

4D. NO OTHER REPRESENTATIONS OR WARRANTIES.

Except for the representations and warranties contained in this Article IV, neither we, nor any other affiliate, subsidiary or parent, including Franchisor, or any of our or their representatives, directors, officers, managers, owners, or employees has made or makes any other express or implied representation or warranty, either written or oral, on behalf of us, or in connection with the Purchased Assets or Assumed Liabilities (including any information or documents made available to you in expectation of the transactions contemplated by this Agreement).

5. YOUR REPRESENTATIONS AND WARRANTIES.

You hereby represent and warrant that the following statements are true and correct in all respects.

5A. ORGANIZATION AND AUTHORITY.

You are duly organized, validly existing and in good standing under the laws of your state of organization. You have all necessary corporate power and authority to acquire the Purchased Assets, operate the Restaurant as currently conducted, to enter into this Agreement, and to carry out your obligations under this Agreement. This Agreement has been duly executed by you, and (assuming due authorization, execution and delivery by us) this Agreement constitutes a legal, valid and binding obligation, enforceable against you in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally and by general principles of equity (regardless of whether enforcement is sought in a proceeding at law or in equity).

5B. NO CONFLICTS; CONSENTS.

The execution, delivery and performance by you of this Agreement, and the consummation of the transactions contemplated by this Agreement, do not and will not: (a) result in a violation or breach of any provision of your organizational documents, or any law, order, judgment or regulation to which the Purchased Assets or Assumed Liabilities are subject; or (b) require the consent, notice or other action by any other person.

5C. FINANCING/SOLVENCY.

You have sufficient cash on hand or other sources of immediately available funds to make payment of the Purchase Price and consummate the transactions contemplated by this Agreement. Immediately after giving effect to the transactions contemplated hereby, you will be solvent and shall: (a) be able to pay your debts as they become due; (b) own property that has a fair saleable value greater than the amounts required to pay your debts (including a reasonable estimate of the amount of all contingent liabilities); and (c) have adequate capital to carry on the business operations of the Restaurant. No transfer of property is being made and no obligation is being incurred under this Agreement with the intent to hinder, delay or defraud either present or future creditors of yours or ours. In connection with the transactions contemplated by this Agreement, you have not incurred, nor plan to incur, debts beyond your ability to pay as they become absolute and matured.

5D. BROKERS.

No broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement based upon arrangements made by you or on your behalf.

6. TRANSITION MATTERS.

6A. TRANSFERRED EMPLOYEES.

You acknowledge and agree that as of the Closing Date, we will have terminated our relationship with all of our employees who offer day-to-day services at the Restaurant. At your sole discretion, you may offer an employment or contractual relationship to any or all of such employees on terms and conditions you determine (the employees who accept such offer, the "**Transferred Employees**").

You shall bear any and all obligations and liability under the WARN Act resulting from employment losses pursuant to this Section 6A, and will indemnify us and our affiliates, subsidiaries, and parents, and each of our and their officers, directors, managers, owners, employees and representatives pursuant to the terms of Article 8 for any and all Losses (as defined in Section 8A) we may incur or sustain under the WARN Act.

You will be solely responsible for, and you must pay, or cause to be paid, all amounts to the appropriate persons as and when due for:

(1) the satisfaction of all claims for medical, dental, life insurance, health accident or disability benefits brought by or in respect of any Transferred Employees or the spouses, dependents or beneficiaries of any Transferred Employees, that relate to events occurring on or after to the Closing Date;

(2) all workers' compensation claims of any Transferred Employees, including claims that relate to events occurring on or after the Closing Date, to the extent permitted by applicable law and the workers' compensation insurance policies Franchisor requires you to carry under the terms of the Franchise Agreement; and

(3) all COBRA responsibilities and liabilities for all of the Transferred Employees (and their covered dependents) arising on or after the Closing Date, including by continuing to provide such benefits to any Transferred Employees (and their covered dependents) entitled to receive them prior to the Closing Date.

6B. TAX MATTERS.

Any transfer, sales, use, recording, value-added or similar taxes (including any registration and/or stamp taxes, levies and duties) that may be imposed by reason of the transactions contemplated by this Agreement ("**Transfer Taxes**") shall be your responsibility. You must file all tax returns for Transfer Taxes by the applicable deadline and pay all relevant Transfer Taxes when due. You agree to cooperate with us with respect to any tax return that we may be required to file for Transfer Taxes, including in obtaining all available exemptions from such Transfer Taxes. If we (or any of our affiliates) are for any reason required by law to remit payment for Transfer Taxes, you agree to promptly reimburse us (or any applicable affiliate) for such Transfer Taxes immediately upon our demand.

All real property taxes, personal property taxes, ad valorem obligations, similar recurring taxes and fees, general assessments and special assessments imposed on or with respect to the Restaurant or the Purchased Assets ("**Property Taxes**") for any tax period beginning before the Closing Date and ending on or after the Closing Date shall be prorated between you and us as of the close of business on the Closing Date on a daily basis and such proration shall be deemed final. You will be responsible for all Property Taxes accruing during any period beginning on the day after the Closing Date, and we will be responsible for all Property Taxes accruing during any period prior to the Closing Date. Proration of any Property Taxes will be made on the basis of the most recent officially certified tax valuation and assessment available. You must prepare and timely file all tax returns filed or required to be filed on or after the Closing Date with respect to any Property Taxes. If we (or any of our affiliates) for any reason remit the payment of any Property Taxes that are subject to proration under this Section 6B, and such payment includes your share of such Property Taxes, you must reimburse us for your share of such Property Taxes immediately upon our demand.

6C. PRE-CLOSING TRAINING AND CONFIDENTIALITY.

Prior to the Closing, you agree to, and to cause your owners and the personnel required by Franchisor to, complete to Franchisor's satisfaction Franchisor's then-current pre-opening training programs with respect to the operation of the Restaurant. You acknowledge and agree that, in connection with such training, you will have access to non-public information regarding Franchisor's systems and the operation of Toppers Pizza restaurants (including the Restaurant), which information constitutes Franchisor's trade secrets under applicable law, including but not limited to Franchisor's training and operations materials and manuals, and Franchisor's system standards, methods, formats, specifications, procedures, techniques, sales and marketing techniques, knowledge, and experience used in developing, promoting and operating Toppers Pizza restaurants (the "**Franchisor Confidential Information**"). Further, in connection with this Agreement, you may have access to non-public information regarding the Restaurant and the Purchased Assets, certain of which information constitutes our trade secrets under applicable law ("**Our Confidential Information**," and together with Franchisor Confidential Information, the "**Confidential Information**"). From the Effective Date and after the Closing Date, you must, and must cause your affiliates, representatives, and employees to, hold in confidence any and all Confidential Information, except to the extent that you can show that such information (a) is generally available to and known by the public through no fault of you or any of your affiliates, representatives, or employees; or (b) is lawfully acquired by you from sources which are not prohibited from disclosing such information by a legal, contractual or fiduciary obligation. In addition, you agree to execute, and to cause your affiliates, representatives, and employees to execute, such confidentiality agreements as Franchisor may request to protect the Franchisor Confidential Information. You and we acknowledge and agree that Franchisor shall constitute a third-party beneficiary of this Section 6C and, as a result thereof, shall have all rights (but not the obligation) to enforce the same.

6D. FURTHER ASSURANCES.

You agree to take, and shall cause all of your affiliates to take, all actions we may deem necessary to effect the transactions contemplated by this Agreement and the transition of the

Restaurant operations, including by executing and delivering such additional documents, instruments, conveyances and assurances that we may require.

7. CONDITIONS TO CLOSING.

7A. OUR CONDITIONS TO CLOSING.

Our obligation to consummate the transactions contemplated by this Agreement is subject to the fulfillment, at or prior to the Closing, of each of the following conditions:

(1) Your representations and warranties in this Agreement are true and correct in all respects as of the Closing Date with the same effect as though made at and as of that date;

(2) You have performed and complied in all respects with all agreements, covenants and conditions that you are required to perform or comply with under the terms of this Agreement on the Closing Date;

(3) You have delivered the Closing Purchase Price to us;

(4) You have delivered duly executed copies of the Franchise Agreement and all ancillary documents required thereunder to Franchisor, including a personal guaranty from each of your direct and indirect owners, and you continue to meet all of Franchisor's then-current criteria for a "Toppers Pizza" franchisee;

(5) You have (i) secured all necessary permits and licenses to operate the Restaurant in compliance with Franchisor's requirements, and (ii) completed Franchisor's then-current training program;

(6) We have obtained all third-party approvals, consents and waivers as are necessary to effect the transactions contemplated by this Agreement, including consents, approvals or authorizations of transfer from any governmental authority and the landlord under the lease for the Restaurant, as necessary;

(7) No claim, suit, proceeding, governmental investigation, law or action by any governmental authority has had the effect of making the transactions contemplated by this Agreement illegal, otherwise restraining or prohibiting consummation of such transactions or causing any of the transactions contemplated hereunder to be rescinded following completion thereof; and

(8) You have delivered duly executed counterparts to each document and deliverable you are obligated to deliver under Section 3B.

7B. YOUR CONDITIONS TO CLOSING.

Your obligation to consummate the transactions contemplated by this Agreement is subject to the fulfillment, at or prior to the Closing, of each of the following conditions:

(1) Our representations and warranties in this Agreement are true and correct in all respects as of the Closing Date with the same effect as though made at and as of that date, except where such failure would not have a material adverse effect on the business operations of the Restaurant;

(2) We have performed and complied in all material respects with all agreements, covenants and conditions that we are required to perform or comply with under the terms of this Agreement on the Closing Date; and

(3) We have delivered duly executed counterparts to each document and deliverable we are obligated to deliver under Section 3B.

8. INDEMNIFICATION.

8A. OUR INDEMNIFICATION OBLIGATION.

Subject to the other terms and conditions of this Article 8, we will indemnify you and your affiliates, subsidiaries, and parents, and each of your and their officers, directors, managers, owners, employees and representatives against, and will hold such persons harmless from and against, any and all actual out-of-pocket losses, damages, liabilities, costs or expenses, including reasonable attorneys' fees ("**Losses**") incurred or sustained by, or imposed upon, such persons based upon, arising out of, with respect to or by reason of: (i) any inaccuracy in or breach of any of our representations or warranties in this Agreement, and (ii) any breach or non-fulfillment of any covenant, agreement or obligation to be performed by us pursuant to this Agreement.

8B. YOUR INDEMNIFICATION OBLIGATION.

Subject to the other terms and conditions of this Article 8, you will indemnify us and our affiliates, subsidiaries, and parents, and each of our and their officers, directors, managers, owners, employees and representatives against, and will hold such persons harmless from and against, any and all actual Losses incurred or sustained by, or imposed upon, such persons based upon, arising out of, with respect to or by reason of: (i) any inaccuracy in or breach of any of your representations or warranties in this Agreement, (ii) any breach or non-fulfillment of any covenant, agreement or obligation to be performed by you pursuant to this Agreement, and (iii) all Assumed Liabilities.

8C. INDEMNIFICATION PROCEDURES.

The party making a claim under this Article 8 is referred to as the "**Indemnified Party**" and the party against whom such claims are asserted under this Article 8 is referred to as the "**Indemnifying Party**". If any Indemnified Party asserts or commences, or receives notice of the assertion or commencement of, any action, suit, claim or other legal proceeding made by or brought against such Indemnified Party with respect to which the Indemnifying Party is obligated to provide indemnification under this Agreement (a "**Claim**"), the Indemnified Party shall give the Indemnifying Party prompt written notice thereof. Such notice by the Indemnified Party shall describe the Claim in reasonable detail, shall include copies of all material written evidence thereof and shall indicate the estimated amount, if reasonably practicable, of the Loss that has been or may be sustained by the Indemnified Party.

The Indemnifying Party shall have the right to participate in, or by giving written notice to the Indemnified Party, to assume the defense of any Claim brought by any person other than the Indemnified Party (or its affiliates and representatives) at the Indemnifying Party's expense and by the Indemnifying Party's own counsel, and the Indemnified Party shall cooperate in good faith in such defense. In the event that the Indemnifying Party assumes the defense of any such third-party Claim, it shall have the right to take such action as it deems necessary to avoid, dispute, defend, appeal or make counterclaims pertaining to any such third-party Claim in the name and on behalf of the Indemnified Party. The Indemnified Party shall have the right, at its own cost and expense, to participate in the defense of any such third-party Claim with counsel selected by it subject to the Indemnifying Party's right to control the defense thereof. If the Indemnifying Party elects not to compromise or defend such Claim or fails to promptly notify the Indemnified Party in writing of its election to defend as provided in this Agreement, the Indemnified Party may pay, compromise, defend such Claim and seek indemnification for any and all Losses based upon, arising from or relating to such Claim.

All indemnification payments made under this Agreement shall be treated by the parties as an adjustment to the Purchase Price for tax purposes, unless otherwise required by law.

8D. CERTAIN LIMITATIONS.

The indemnification obligation under this Article 8 shall be subject to the following limitations:

(1) We shall not be liable to you for indemnification under Section 8A until the aggregate amount of all Losses in respect of indemnification exceeds five thousand dollars ($5,000), in which event we shall only be required to pay or be liable for Losses in excess of such amount, up to an amount not to exceed ten percent (10%) of the Purchase Price, over which we will not be responsible for any Losses that may arise in any context, notwithstanding any other provision in this Agreement to the contrary.

(2) Payments by an Indemnifying Party in respect of any Loss shall be limited to the amount of any liability or damage that remains after deducting therefrom any insurance proceeds and any indemnity, contribution or other similar payment received or reasonably expected to be received by the Indemnified Party in respect of any such claim. The Indemnified Party shall use its commercially reasonable efforts to recover under insurance policies or indemnity, contribution or other similar agreements for any Losses prior to seeking indemnification under this Agreement.

(3) Payments by an Indemnifying Party in respect of any Loss shall be reduced by an amount equal to any tax benefit realized or reasonably expected to be realized as a result of such Loss by the Indemnified Party.

(4) Each Indemnified Party shall take, and cause its affiliates to take, all reasonable steps to mitigate any Loss upon becoming aware of any event or circumstance that would be reasonably expected to, or does, give rise thereto, including incurring costs only to the minimum extent necessary to remedy the breach that gives rise to such Loss.

(5) In no event shall we be liable to you or any of your Indemnified Parties for any punitive, incidental, consequential, special or indirect damages, including loss of future revenue or income, loss of business reputation or opportunity relating to the breach or alleged breach of this Agreement, or diminution of value or any damages based on any type of multiple.

(6) We shall not be liable for any Losses based upon or arising out of any inaccuracy in or breach of any of our representations or warranties if you had knowledge of such inaccuracy or breach prior to the Closing.

You acknowledge and agree that your sole and exclusive remedy with respect to any and all claims for any breach of any representation, warranty, covenant, agreement or obligation set forth herein or otherwise relating to the subject matter of this Agreement, shall be pursuant to the indemnification provisions set forth in this Article 8. You hereby waive, to the fullest extent permitted under applicable law, any and all rights, claims and causes of action for any breach of any representation, warranty, covenant, agreement or obligation set forth herein or otherwise relating to the subject matter of this Agreement you may have against us and our affiliates and each of their respective representatives arising under or based upon any applicable law, except pursuant to the indemnification provisions in this Article.

9. ENFORCEMENT.

9A. ARBITRATION.

We and you agree that all controversies, disputes, or claims between us or any of our affiliates, and our and their respective owners, officers, directors, agents, and employees, on the one hand, and you (and your owners, guarantors, affiliates, and employees), on the other hand, arising out of or related to: (1) this Agreement or any other agreement between you (or any of your owners) and us (or any of our affiliates); (2) our relationship with you; (3) the scope or validity of this Agreement or any other agreement between you (or any of your owners) and us (or any of our affiliates) or any provision of any of such agreements (including the validity and scope of the arbitration provision under this Section, which we and you acknowledge is to be determined by an arbitrator, not a court); or (4) any purchased asset, must be submitted for binding arbitration, on demand of either party, to the American Arbitration Association (the "**AAA**"). The arbitration proceedings will be conducted by one arbitrator and, except as this Section otherwise provides, according to the AAA's then current Commercial Arbitration Rules. All proceedings will be conducted at a suitable location chosen by the arbitrator that is within 50 miles of our then current principal place of business (currently, Whitewater, Wisconsin). All matters relating to arbitration will be governed by the Federal Arbitration Act (9 U.S.C. §§ 1 et seq.). The interim and final awards of the arbitrator shall be final and binding upon each party, and judgment upon the arbitrator's awards may be entered in any court of competent jurisdiction.

The arbitrator has the right to award or include in his or her awards any relief which he or she deems proper, including without limitation money damages, pre- and post-award interest, interim costs and attorneys' fees, specific performance, and injunctive relief, provided that the arbitrator may not declare any of the trademarks owned by us or our affiliates generic or otherwise invalid, or award any punitive or exemplary damages against any party to the arbitration proceeding (we and you hereby

waiving to the fullest extent permitted by law any such right to or claim for any punitive or exemplary damages against any party to the arbitration proceeding). In any arbitration brought pursuant to this arbitration provision, and in any action in which a party seeks to enforce compliance with this arbitration provision, the prevailing party shall be awarded its costs and expenses, including attorneys' fees, incurred in connection therewith.

In any arbitration proceeding, each party will be bound by the provisions of any applicable contractual or statutory limitations provision, whichever expires earlier. Each party must submit or file any claim which would constitute a compulsory counterclaim (as defined by Rule 13 of the Federal Rules of Civil Procedure) within the same proceeding. Any claim which is not submitted or filed as required will be forever barred. The arbitrator may not consider any settlement discussions or offers that might have been made by any party.

THE PARTIES AGREE THAT ARBITRATION WILL BE CONDUCTED ON AN INDIVIDUAL BASIS AND THAT AN ARBITRATION PROCEEDING BETWEEN US AND ANY OF OUR AFFILIATES, OR US AND OUR RESPECTIVE OWNERS, OFFICERS, DIRECTORS, AGENTS, AND EMPLOYEES, ON THE ONE HAND, AND YOU (OR YOUR OWNERS, GUARANTORS, AFFILIATES, AND EMPLOYEES), ON THE OTHER HAND, MAY NOT BE: (I) CONDUCTED ON A CLASS-WIDE BASIS, (II) COMMENCED, CONDUCTED OR CONSOLIDATED WITH ANY OTHER ARBITRATION PROCEEDING, (III) JOINED WITH ANY SEPARATE CLAIM OF AN UNAFFILIATED THIRD PARTY, OR (IV) BROUGHT ON YOUR BEHALF BY ANY ASSOCIATION OR AGENT. Notwithstanding the foregoing, if any court or arbitrator determines that all or any part of the preceding sentence is unenforceable with respect to a dispute, controversy or claim that otherwise would be subject to arbitration under this Section, then all parties agree that this arbitration clause shall not apply to that dispute, controversy or claim and that such dispute, controversy or claim shall be resolved in a judicial proceeding in accordance with the dispute resolution provisions of this Agreement.

The parties agree that, in any arbitration arising as described in this Section, the arbitrator shall have full authority to manage any necessary exchange of information among the parties with a view to achieving an efficient and economical resolution of the dispute. The parties may only serve reasonable requests for documents, which must be limited to documents upon which a party intends to rely or documents that are directly relevant and material to a significant disputed issue in the case or to the case's outcome. The document requests shall be restricted in terms of time frame, subject matter and persons or entities to which the requests pertain, and shall not include broad phraseology such as "all documents directly or indirectly related to." The parties further agree that no interrogatories or requests to admit shall be propounded, unless the parties later mutually agree to their use.

With respect to any discovery of electronically stored information, the parties agree that such requests must balance the need for production of electronically stored information relevant and material to the outcome of a disputed issue against the cost of locating and producing such information. The parties agree that:

(1) production of electronically stored information need only be from sources used in the ordinary course of business. No party shall be required to search for or produce information from back-up servers, tapes, or other media;

(2) the production of electronically stored information shall normally be made on the basis of generally available technology in a searchable format which is usable by the party receiving the information and convenient and economical for the producing party. Absent a showing of compelling need, the parties need not produce metadata, with the exception of header fields for email correspondence;

(3) the description of custodians from whom electronically stored information may be collected shall be narrowly tailored to include only those individuals whose electronically stored information may reasonably be expected to contain evidence that is relevant and material to the outcome of a disputed issue;

(4) the parties shall attempt to agree in advance upon, and the arbitrator may determine, reasonable search parameters; and

(5) where the costs and burdens of electronic discovery are disproportionate to the nature of the dispute or to the amount in controversy, or to the relevance of the materials requested, the arbitrator shall either deny such requests or order disclosure on condition that the requesting party advance the reasonable cost of production to the other side, which cost advance will not be awarded to the prevailing party in any final award.

In any arbitration each side may take no more than three depositions, unless the parties mutually agree to additional depositions. Each side's depositions are to consume no more than a total of 15 hours, and each deposition shall be limited to 5 hours, unless the parties mutually agree to additional time.

The provisions of this Section are intended to benefit and bind certain third-party non-signatories.

The provisions of this Section will continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement.

Any provisions of this Agreement below that pertain to judicial proceedings shall be subject to the agreement to arbitrate contained in this Section.

9B. GOVERNING LAW.

ALL MATTERS RELATING TO ARBITRATION WILL BE GOVERNED BY THE FEDERAL ARBITRATION ACT (9 U.S.C. §§ 1 ET SEQ.). EXCEPT TO THE EXTENT GOVERNED BY THE FEDERAL ARBITRATION ACT, OR OTHER FEDERAL LAW, THIS AGREEMENT AND, THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT WILL BE GOVERNED BY THE LAWS OF THE STATE OF WISCONSIN, WITHOUT REGARD TO ITS CONFLICT OF LAWS RULES.

9C. COSTS AND ATTORNEYS' FEES.

The prevailing party in any arbitration or litigation shall be entitled to recover from the other party all damages, costs and expenses, including arbitration and court costs and reasonable attorneys' fees, incurred by the prevailing party in connection with such arbitration or litigation.

9D. RIGHTS OF PARTIES ARE CUMULATIVE.

Our and your rights under this Agreement are cumulative, and our or your exercise or enforcement of any right or remedy under this Agreement will not preclude our or your exercise or enforcement of any other right or remedy which we or you are entitled by law to enforce.

9E. WAIVER OF PUNITIVE DAMAGES AND JURY TRIAL.

EXCEPT FOR YOUR OBLIGATION TO INDEMNIFY US FOR THIRD PARTY CLAIMS UNDER SECTION 8B, WE AND YOU (AND YOUR OWNERS) WAIVE TO THE FULLEST EXTENT PERMITTED BY LAW ANY RIGHT TO OR CLAIM FOR ANY PUNITIVE OR EXEMPLARY DAMAGES AGAINST THE OTHER AND AGREE THAT, IN THE EVENT OF A DISPUTE BETWEEN US AND YOU, THE PARTY MAKING A CLAIM WILL BE LIMITED TO EQUITABLE RELIEF AND TO RECOVERY OF ANY ACTUAL DAMAGES IT SUSTAINS.

WE AND YOU IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING, BROUGHT BY EITHER OF US.

9F. INJUNCTIVE RELIEF.

Nothing in this Agreement bars our right to obtain specific performance of the provisions of this Agreement and injunctive relief against any threatened or actual conduct that will cause us, the Marks, or Franchisor's franchise system loss or damage, under customary equity rules, including applicable rules for obtaining restraining orders and temporary or preliminary injunctions. You agree that we may seek such relief from any court of competent jurisdiction in addition to such further or other relief as may be available to us at law or in equity. You agree that we will not be required to post a bond to obtain injunctive relief and that your only remedy if an injunction is entered against you will be the dissolution of that injunction, if warranted, upon due hearing (all claims for damages by injunction being expressly waived hereby).

9G. BINDING EFFECT.

This Agreement is binding on us and you and our and your respective executors, administrators, heirs, beneficiaries, permitted assigns, and successors in interest. This Agreement may not be modified except by a written agreement signed by both our and your duly-authorized officers.

9H. SURVIVAL.

The representations and warranties set forth in Article IV and Article V of this Agreement will survive the Closing and shall remain in full force and effect until the date that is one (1) year from the Closing Date. Any and all other Claims arising out of or relating to this Agreement will survive the Closing indefinitely, subject to the limitations set forth in Section 8D of this Agreement.

9I. LIMITATIONS OF CLAIMS AND CLASS ACTION BAR.

WE AND YOU AGREE THAT ANY PROCEEDING WILL BE CONDUCTED ON AN INDIVIDUAL BASIS AND THAT ANY PROCEEDING BETWEEN US AND ANY OF OUR AFFILIATES, OR OUR AND THEIR RESPECTIVE OWNERS, OFFICERS, DIRECTORS, AGENTS, AND EMPLOYEES, ON THE ONE HAND, AND YOU (OR YOUR OWNERS, GUARANTORS, AFFILIATES, AND EMPLOYEES), ON THE OTHER HAND, MAY NOT BE: (I) CONDUCTED ON A CLASS-WIDE BASIS, (II) COMMENCED, CONDUCTED OR CONSOLIDATED WITH ANY OTHER PROCEEDING, (III) JOINED WITH ANY CLAIM OF AN UNAFFILIATED THIRD-PARTY, OR (IV) BROUGHT ON YOUR BEHALF BY ANY ASSOCIATION OR AGENT.

NO PREVIOUS COURSE OF DEALING SHALL BE ADMISSIBLE TO EXPLAIN, MODIFY, OR CONTRADICT THE TERMS OF THIS AGREEMENT. NO IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING SHALL BE USED TO ALTER THE EXPRESS TERMS OF THIS AGREEMENT.

9J. SEVERABILITY AND SUBSTITUTION OF VALID PROVISIONS.

Except as expressly provided to the contrary in this Agreement, each section, paragraph, term, and provision of this Agreement is severable, and if any part of this Agreement is held to be invalid or contrary to or in conflict with any applicable present or future law or regulation for any reason (in a final, unappealable ruling issued by any court, agency, or tribunal with competent jurisdiction), that ruling will not impair the operation of, or otherwise affect, any other portions of this Agreement, which will continue to have full force and effect and bind the parties. You agree to be bound by any promise or covenant imposing the maximum duty the law permits which is subsumed within any provision of this Agreement, as though it were separately articulated in and made a part of this Agreement.

9K. WAIVER OF OBLIGATIONS.

We and you may by written instrument unilaterally waive or reduce any obligation of or restriction on the other under this Agreement, effective on delivery of written notice to the other or another effective date stated in the notice of waiver. Any waiver granted will be without prejudice to any other rights we or you have, will be subject to continuing review, and may be revoked at any time and for any reason effective on delivery of ten (10) days' prior written notice.

We and you will not waive or impair any right, power, or option this Agreement reserves (including our right to demand exact compliance with every term, condition, and covenant or to declare any breach to be a default and to terminate this Agreement before its term expires) because of any custom or practice at variance with this Agreement's terms; our or your failure, refusal, or neglect to exercise any right under this Agreement or to insist on the other's compliance with this Agreement; or our acceptance of any payments due from you after any breach of this Agreement. No special or restrictive legend or endorsement on any check or similar item given to us will be a waiver, compromise, settlement, or accord and satisfaction. We are authorized to remove any legend or endorsement, which then will have no effect.

9L. CONSTRUCTION.

The preambles and exhibits are a part of this Agreement which constitutes our and your entire agreement, and there are no other oral or written understandings or agreements between us and you, or oral or written representations by us, relating to the subject matter of this Agreement. Any understandings or agreements reached, or any representations made, before this Agreement are superseded by this Agreement.

The headings of the sections and paragraphs are for convenience only and do not define, limit, or construe the contents of these sections or paragraphs.

Except as expressly provided in this Agreement, nothing in this Agreement is intended or deemed to confer any rights or remedies on any person or legal entity not a party to this Agreement.

References in this Agreement to "we," "us," and "our," with respect to all of our rights and all of your obligations to us under this Agreement, include any of our affiliates with whom you deal. The term "**affiliate**" means any person or entity directly or indirectly owned or controlled by, under common control with, or owning or controlling you or us. The use of the term "**including**" in this Agreement, means in each case "including, without limitation".

The term "**person**" means any natural person, corporation, limited liability company, general or limited partnership, unincorporated association, cooperative, or other legal or functional entity.

10. NOTICES.

All written notices and reports permitted or required to be delivered by this Agreement will be deemed to be delivered: (i) at the time delivered by hand, (ii) at the time delivered via computer transmission and at the time received via electronic payment, (iii) one (1) business day after being placed in the hands of a nationally recognized commercial courier service for next business day delivery, or (iv) three (3) business days after placement in the United States Mail by Registered or Certified Mail, Return Receipt Requested, postage prepaid. Any notice must be sent to the party to be notified at its most current principal business address of which the notifying party has notice.

11. EXECUTION

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. This Agreement and all other documents related to this Agreement may be executed by manual or electronic signature. Either party may rely on the receipt of a document executed or delivered electronically, as if an original had been received.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement to be effective as of the Effective Date.

SELLER:

PIZZA PEOPLE LLC, a Wisconsin limited liability company

Sign:_____
Name:_____
Title:_____

DATED*:_____
(*Effective Date of this Agreement)

BUYER:

[_____, a(n) _____]

Sign:_____
Name:_____
Title:_____

DATED:_____

(Signature page to Asset Purchase Agreement)

EXHIBIT A

EXCLUDED ASSETS

[To Come]

EXHIBIT B

ASSIGNED CONTRACTS

All of the following contracts arising from the Restaurant operations:

- Telephone Service Contracts
- [insert others]

EXHIBIT C

PURCHASE PRICE ALLOCATION

Purchased Asset	**Allocation**
[Drawer Cash]	[$_____] (__%)
[Closing Inventory]	[$_____] (__%)
[Furniture, Fixtures & Equipment]	[$_____] (__%)
[Accounts Receivables]	[$_____] (__%)

EXHIBIT D

BILL OF SALE AND RIGHTS ASSIGNMENT

[_____, 20__]

KNOW ALL MEN BY THESE PRESENTS:

That as of the date of this Bill of Sale and Rights Assignment (this "**Assignment**") **PIZZA PEOPLE LLC**, a Wisconsin limited liability company ("**Seller**"), does hereby transfer, convey, assign, BARGAIN, SELL, and DELIVER unto **[_____, a(n) _____]** ("**Buyer**"), and has hereby transferred, conveyed, assigned, BARGAINED, SOLD and DELIVERED to Buyer, and Buyer does hereby accept, purchase and assume from Seller, and has hereby accepted, purchased and assumed from Seller, subject to and on the terms and conditions set forth in that certain Asset Purchase Agreement, dated [_____] (the "**Purchase Agreement**"), all of the Purchased Assets (as defined in the Purchase Agreement) and the Assumed Liabilities (as defined in the Purchase Agreement), for such good and valuable consideration as described in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged by Buyer.

This Assignment is being executed and delivered pursuant and subject to the Purchase Agreement. Nothing in this Assignment shall, or shall be deemed to, defeat, limit, alter or impair, enhance or enlarge any right, obligation, claim or remedy created by the Purchase Agreement. In the event of any conflict between this Assignment and the Purchase Agreement, the Purchase Agreement shall control. This Assignment may be executed by electronic signature and in counterparts, each of which shall be deemed an original, but all of which together shall constitute the same instrument.

SELLER:

PIZZA PEOPLE LLC, a Wisconsin limited liability company

Sign:_____
Name:_____
Title:_____

BUYER:

[_____, a(n) _____]

Sign:_____
Name:_____
Title:_

EXHIBIT E

ASSIGNMENT OF LEASE

THIS ASSIGNMENT OF LEASE (this "**Assignment**") is made and entered into as of _____, ____ (the "**Effective Date**"), by and among PIZZA PEOPLE LLC ("**Assignor**"), [_____] ("**Assignee**"), and [_____] ("**Landlord**").

RECITALS

WHEREAS, Assignor and Landlord are parties to that certain [_____] dated [_____] (the "**Lease**"), pursuant to which Landlord leases to Assignor the premises located at [_____] (as particularly described in the Lease) (the "**Premises**"). Capitalized terms which are used but not defined herein shall have the meanings set forth in the Lease;

WHEREAS, Assignee and Assignor are parties to that certain Asset Purchase Agreement dated _____ (the "**Purchase Agreement**"), pursuant to which, among other things, and subject to Landlord's consent below, Assignor has agreed to assign the Lease to Assignee, and Assignee has agreed to assume all of Assignor's obligations under the Lease ; and

WHEREAS, the parties desire to set forth the terms and conditions of the assignment and assumption of the Lease, and Landlord's consent thereto.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, the terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment and Assumption. Assignor hereby sells, assigns, grants, conveys and transfers to Assignee all of Assignor's right, title, and interest, as tenant, in, to, and under the Lease. Assignee hereby accepts such assignment, agrees to be bound by all of the terms and conditions of the Lease, and assumes and agrees to pay, perform and discharge, as and when due, all of the obligations of Assignor under the Lease arising from and after the Effective Date. From and after the Effective Date, Assignee shall be solely liable to Landlord for all of the obligations of the "Tenant" under the Lease, and Landlord may enforce the same directly against Assignee.

2. Notice for Assignee. All notices to Assignee as "Tenant" under the Lease shall be sent to:

_____
_____
_____
Attention: _____

3. Landlord's Consent. Landlord consents to the assignment of the Lease by Tenant to Assignee, and the assumption by Assignee of Tenant's interest in the Lease, as set forth in this Agreement.

4. Security Deposit. Assignor hereby assigns the Security Deposit and any rights thereto to Assignee and waives any interest in the Security Deposit.

5. Condition of Premises. Neither Landlord nor Tenant makes any representations or warranties, express or implied, concerning the condition of the Premises and Assignee accepts the Premises in their "as-is" condition as of the Effective Date..

6. Non-Liability of Assignor and Existing Guarantors. Notwithstanding anything to the contrary contained in this Assignment or the Lease, Landlord hereby releases Assignor of and from all liabilities under the Lease that first arise and accrue following the Effective Date. Landlord further absolutely and irrevocably releases [_____] ("**Existing Guarantor**") from and against any and all claims, demands, causes of actions, suits, liabilities and obligations, post assignment liability, and all costs and expenses, under that certain guaranty made by Existing Guarantor in favor of Landlord (the "**Existing Guaranty**"), whether heretofore arising and/or as of the date hereof existing, and hereby absolutely and irrevocably terminates the Existing Guaranty.

7. Indemnification. Subject to the terms and conditions of the Purchase Agreement, (i) Assignee agrees to indemnify, defend and hold harmless Assignor with respect to all liabilities, costs and expenses of the Tenant arising under the Lease that have accrued or will accrue on or after the Effective Date, and (ii) Assignor agrees to indemnify, defend and hold harmless Assignee with respect to all liabilities, costs and expenses of the Tenant arising under the Lease that have accrued prior to the Effective Date.

8. Binding Effect; Governing Law. Except as modified hereby, the Lease shall remain in full effect and this Assignment shall be binding upon Landlord and Assignee along with their respective successors and assigns. If any inconsistency exists or arises between the terms of this Assignment and the terms of the Lease, the terms of this Assignment shall prevail. This Assignment shall be governed by the laws of the state in which the Premises are located.

9. Miscellaneous. This Assignment shall inure to the benefit of and be binding upon the parties hereto and on each party's respective successors and assigns. This Assignment may be amended only by a written agreement signed by the parties hereto. The parties agree that the terms of this Assignment shall be severable and the unenforceability of any part of a provision shall not affect the enforceability of the remainder. This Assignment may be executed with electronic signatures and in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Assignment delivered by electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first above written.

ASSIGNOR:

PIZZA PEOPLE LLC,
a Wisconsin limited liability company

Sign:_____
Name:_____
Title:_____

ASSIGNEE:

[_____],
a [_____],[_____]

Sign:_____
Name:_____
Title:_____

LANDLORD:

[_____],
a [_____],[_____]

Sign:_____
Name:_____
Title:_____

EXHIBIT L

REPRESENTATIONS AND ACKNOWLEDGMENT STATEMENT

REPRESENTATIONS AND ACKNOWLEDGMENT STATEMENT

DO NOT SIGN THIS QUESTIONNAIRE IF YOU ARE LOCATED IN, YOUR FRANCHISED BUSINESS WILL BE LOCATED IN, OR THE FRANCHISE GRANTED IS SUBJECT TO THE FRANCHISE REGISTRATION OR DISCLOSURE LAWS OF: ILLINOIS, INDIANA, MARYLAND, MICHIGAN, MINNESOTA, NEW YORK, NORTH DAKOTA, SOUTH DAKOTA, VIRGINIA, OR WISCONSIN.

The purpose of this Statement is to demonstrate to Toppers Pizza LLC ("Franchisor") that each person signing below ("I," "me" or "my"), whether acting individually or on behalf of any legal entity established to acquire the franchise rights, (a) fully understands that the purchase of a Toppers Pizza restaurant franchise is a significant long-term commitment, complete with its associated risks, and (b) is not relying on any statements, representations, promises or assurances that are not specifically set forth in Franchisor's Franchise Disclosure Document and Exhibits (collectively, the "FDD") in deciding to purchase the franchise.

In that regard, I represent to Franchisor and acknowledge that:

I understand that buying a franchise is not a guarantee of success. Purchasing or establishing any business is risky, and the success or failure of the franchise is subject to many variables over which Franchisor has no control such as my skills and abilities (and those of my partners, officers, employees), the time my associates and I devote to the business, competition, interest rates, the economy, inflation, operation costs, location, lease terms, the market place generally and other economic and business factors. I am aware of and am willing to undertake these business risks. I understand that the success or failure of my business will depend primarily upon my efforts and not those of Franchisor.	INITIAL:
I received a copy of the FDD, including the Franchise Agreement, at least 14 calendar days before I executed the Franchise Agreement. I understand that all of my rights and responsibilities and those of Franchisor in connection with the franchise are set forth in these documents and only in these documents. I acknowledge that I have had the opportunity to personally and carefully review these documents and have, in fact, done so. I have been advised to have professionals (such as lawyers and accountants) review the documents for me and to have them help me understand these documents. I have also been advised to consult with other franchisees regarding the risks associated with the purchase of the franchise.	INITIAL:
Neither the Franchisor nor any of its officers, employees or agents (including any franchise broker) has made a statement, promise or assurance to me concerning any matter related to the franchise (including those regarding advertising, marketing, training, support service or assistance provided by Franchisor) that is contrary to, or different from, the information contained in the FDD.	INITIAL:

My decision to purchase the franchise has not been influenced by any oral representations, assurances, warranties, guarantees or promises whatsoever made by the Franchisor or any of its officers, employees or agents (including any franchise broker), including as to the likelihood of success of the franchise.	INITIAL:
I have made my own independent determination as to whether I have the capital necessary to fund the business and my living expenses, particularly during the start-up phase.	INITIAL:

SPECIAL REPRESENTATION REGARDING RECEIPT OF FINANCIAL INFORMATION.

PLEASE READ THE FOLLOWING QUESTION CAREFULLY. THEN SELECT YES OR NO AND PLACE YOUR INITIALS WHERE INDICATED.

Have you received any information from the Franchisor or any of its officers, employees or agents (including any franchise broker) concerning actual, average, projected or forecasted sales, revenues, income, profits or earnings of the franchise business (including any statement, promise or assurance concerning the likelihood of success) other than information contained in the FDD?

☐ Yes ☐ No (INSERT INITIAL HERE:_____)

If you selected "Yes," please describe the information you received on the lines below: _____
_____.

[*signature page follows*]

FRANCHISEE:

Sign here if you are taking the franchise as an **INDIVIDUAL(S)**
(Note: use these blocks if you are an individual or a partnership but the partnership is not a separate <u>legal</u> entity)

_____
Signature
Print Name: _____
Date: _____

_____
Signature
Print Name: _____
Date: _____

_____
Signature
Print Name: _____
Date: _____

_____
Signature
Print Name: _____
Date: _____

Sign here if you are taking the franchise as a **CORPORATION, LIMITED LIABILITY COMPANY OR PARTNERSHIP**

_____
Print Name of Legal Entity

By: _____
Signature

Print Name: _____
Title: _____
Date: _____

EXHIBIT M

AGREEMENT AND CONDITIONAL CONSENT TO TRANSFER

TOPPERS PIZZA LLC
AGREEMENT AND CONDITIONAL CONSENT TO TRANSFER

THIS AGREEMENT AND CONDITIONAL CONSENT TO TRANSFER (this "Agreement") is made and entered into on _____, 20__, by and among TOPPERS PIZZA LLC ("Company"), _____ ("Seller"), _____ ("Seller Owner") and _____ ("Buyer"). All capitalized terms used but not defined in this Agreement have the meanings set forth in the Seller Franchise Agreement (hereinafter defined).

R E C I T A L S:

WHEREAS, Seller is the franchisee pursuant to that certain franchise agreement dated _____ between Company and Seller (the "Seller Franchise Agreement"), governing the operation of the Toppers Pizza restaurant located at _____ _____ (the "Restaurant");

WHEREAS, Seller Owner is the principal owner of Seller;

WHEREAS, Seller wishes to sell, assign and transfer all of Seller's rights, obligations and assets relating to the Seller Franchise Agreement and the Restaurant to Buyer (collectively, the "Transfer");

WHEREAS, Seller has requested that Company consent to the Transfer and release Seller from all obligations under the Seller Franchise Agreement; and

WHEREAS, as a condition to the Transfer, Buyer shall execute Company's current form of franchise agreement for a Restaurant (the "Buyer Franchise Agreement"), and the Seller Franchise Agreement shall be terminated in accordance herewith.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Recitals**. The Recitals above are incorporated herein by reference and made a part of this Agreement.

2. **Consent to Transfer**. Subject to the terms and conditions of this Agreement, Company hereby consents to the Transfer.

3. **Conditional Consent; Release of Guaranty.** The Seller Franchise Agreement provides that the Transfer cannot take place without the consent of Company. Company will consent to the Transfer, as provided in the Seller Franchise Agreement, and, except as otherwise provided herein, will release Seller and Seller Owner from any obligations arising under the Seller Franchise Agreement from and after the Closing Date (hereinafter defined) of the Transfer; provided, however, such consent and release are expressly contingent upon compliance with the following terms and conditions on or before the date of the closing of the Transfer ("Closing Date"), which is expected to be on _____:

(a) **Execution of Buyer Franchise Agreement**. Buyer will execute the Buyer Franchise Agreement.

(b) **Termination of Seller Franchise Agreement**. The Seller Franchise Agreement will terminate as of the Closing Date in accordance with the terms set forth in Section 5 below, and the operation of the Restaurant will thereafter be governed by the Buyer Franchise Agreement;

(c) **Payment of Amounts Due**. Seller will pay all amounts due and owing to Company through the Closing Date, including but not limited to past due royalty, marketing, and technology fees;

(d) **Transfer Fee**. Upon execution of this Agreement, a transfer fee of $_____ ("Transfer Fee") shall be paid to Company as provided in the Seller Franchise Agreement. Seller and Buyer acknowledge and agree that Company has earned the Transfer Fee upon receipt thereof and that the Transfer Fee is not refundable;

(e) **Training**. Buyer (or Buyer's approved partner, member, or shareholder) shall have agreed to complete Company's training program in accordance with the provisions of the Buyer Franchise Agreement or is otherwise deemed qualified by virtue of Buyer's experience;

(f) **Remodeling**. Buyer shall have agreed, at its sole cost and expense, to refurbish, remodel, and improve the Restaurant and the building's design, trade dress, color schemes, and presentation of Trademarks to conform with Company's then-current system standards and specifications for Toppers Pizza Restaurants; and

(g) **Other Conditions for Approval of Transfer**. All conditions of Section 9.2 of the Seller Franchise Agreement shall have been met prior to or concurrently with the Closing Date.

4. **Contingency.** Company may terminate this Agreement and/or the Buyer Franchise Agreement, if the conditions under Section 3 above are not met prior to or concurrently with the Closing Date.

5. **Termination of Seller Franchise Agreement**. Company and Seller acknowledge and agree that, as of the Closing Date and upon the Transfer and compliance with the conditions set forth in Section 3 above, the Seller Franchise Agreement and the guaranties (if any) will automatically terminate and Seller and Seller Owner shall have no further rights or obligations thereunder except that Seller and Seller Owner shall not be released from:

(a) any obligations to pay money to Company owed under either the Seller Franchise Agreement or the guaranty (if any) prior to the Closing Date; or

(b) the provisions of the Seller Franchise Agreement that, either expressly or by their nature, survive termination of the Seller Franchise Agreement (including without limitation the post-termination restrictive covenants, dispute resolution and notice, and confidentiality provisions of the Seller Franchise Agreement).

6. **Post-Termination Obligations**. Seller and Seller Owner further agree to fully comply, at Seller's own expense, with Seller's duties and obligations under Section 12 of the Seller Franchise Agreement, including, but not limited to, the following:

(a) Seller or Seller Owner will not, directly or indirectly, at any time or in any manner (except with other Restaurants Seller owns and operates) identify itself or any business as a current or former Restaurant or as one of Company's current or former franchisees; use any Trademark, any colorable imitation of a Trademark, or other indicia of a Toppers Pizza restaurant in any manner

or for any purpose; or use for any purpose any trade name, trademark, or other commercial symbol that indicates or suggests a connection or association with Company;

(b) return the Operations Manual and all other manuals, bulletins, instruction sheets, and supplements and copies thereof to the Company;

(c) cancel all fictitious or assumed name or equivalent registrations relating to Seller's use of any Trademark;

(d) Seller will immediately and permanently discontinue use of the System and any confidential or proprietary information received under the Seller Franchise Agreement, including but not limited to recipes, procedures, techniques, or materials acquired by Seller by virtue of the relationship established by the Seller Franchise Agreement; and

(e) Seller, Seller Owner, and all other owners of Seller must comply with the post-termination non-competition covenant set forth in Section 10.1 of the Seller Franchise Agreement.

7. **Release and Indemnification of Company Group**. Seller and Seller Owner, and each of them, on behalf of themselves and their respective current and former parents, affiliates, and subsidiaries, and each such foregoing person's or entity's respective agents, spouses, heirs, principals, attorneys, owners, officers, directors, employees, representatives, predecessors, successors, and assigns (the "Franchise Owners Group") hereby fully and forever unconditionally release and discharge Company, its current and former parents, subsidiaries, and affiliates, and each such foregoing entity's respective current and former owners, officers, directors, employees, managers, agents, representatives, predecessors, successors, and assigns (the "Company Group") of and from any and all claims, demands, debts, liabilities, actions or causes of action, costs, agreements, promises and expenses of every kind and nature whatsoever, at law or in equity whether known or unknown, foreseen and unforeseen, liquidated or unliquidated (collectively, the "Claims"), whether at law or in equity, and known or unknown, which any of the Franchise Owners Group had, has, or may have had, in any way arising out of or relating to any relationship or transaction with any of the Company Group, however characterized or described, from the beginning of time until the date of this Agreement, including, without limitation, any and all Claims in any way arising out of or relating to the Seller Franchise Agreement, the relationship created by the Seller Franchise Agreement, or the development, ownership, or operation of any and all of the Restaurant. Seller and Seller Owner, jointly and severally, indemnify and hold the Company Group harmless against, and agree to reimburse them for any loss, liability, expense or damages (actual or consequential) including, without limitation, reasonable attorneys', accountants' and expert witness fees, costs of investigation and proof of facts, court costs and other litigation and travel and living expenses, which any member of the Company Group may suffer with respect to any claims or causes of action which any customer, creditor or other third party now has, ever had, or hereafter would or could have, as a result of, arising from or relating to the Seller Franchise Agreement or the Restaurant. Seller and Seller Owner, on behalf of the Franchise Owners Group, represent and warrant that no member of the Franchise Owners Group has made an assignment or any other transfer of any interest in the Claims described herein.

If the Restaurant is located in Maryland or if Seller or Seller Owner is a resident of Maryland, the following shall apply:

Any release provided for hereunder shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

If the Minnesota Franchise Act, Minn. Stat. §§ 80C.01 et seq, governs the parties' franchise relationship, the following shall apply:

Any general release provided for hereunder shall not apply to any liability under the Minnesota Franchise Act.

8. **Non-Disparagement**. Seller and Seller Owner agree not to, and to use their best efforts to cause their current and former shareholders, officers, directors principals, agents, partners, employees, representatives, attorneys, spouses, and successors and assigns not to disparage or otherwise speak or write negatively, directly or indirectly, of Company or the Company Group or their respective current and former franchisees, the Toppers Pizza brand, any other brand or service-marked or trademarked concept of the Company Group, or which would subject such brands to ridicule, scandal, reproach, scorn, or indignity or which would negatively impact the goodwill of Company and the Company Group or its brands.

9. **Role of Company**. Buyer and Seller acknowledge and agree that they have negotiated the Transfer without involvement by Company, that Company has not effected or arranged the Transfer, and that Company's only involvement in the transaction has been for the purpose of exercising its right of consent to the Transfer in accordance with the Seller Franchise Agreement.

10. **Conflicting Provisions**. If there is any conflict between the provisions of this Agreement and the provisions of the Seller Franchise Agreement, the provisions of this Agreement will prevail.

11. **Binding Effect**. This Agreement inures to the benefit of Company and its successors and assigns and will be binding upon Buyer and Seller and their respective successors, permitted assigns and legal representatives.

12. **Miscellaneous**.

(a) This Agreement constitutes the entire understanding between the parties with respect to the transaction this Agreement contemplates.

(b) This Agreement will be construed and interpreted in accordance with the laws of the State of Wisconsin, without regard to its conflicts of laws rules.

(c) The captions and headings are only for convenience of reference, are not a part of this Agreement, and will not limit or construe the provisions to which they apply. All references in this Agreement to the singular usage will be construed to include the plural and the masculine and neuter usages to include the other and the feminine.

(d) This Agreement may be executed in multiple copies, each of which will be deemed an original. This Agreement or any counterpart may be executed via facsimile or electronic transmission, and any such executed facsimile or electronic copy shall be treated as an original.

(e) Each member of the Company Group will be deemed to be a third party beneficiary of this Agreement with an independent right to enforce it.

[*Signature page follows*]

[Signature Page to Agreement and Conditional Consent to Transfer]

IN WITNESS WHEREOF, the Parties have duly executed this Agreement on the date set forth in the introductory paragraph.

COMPANY:
TOPPERS PIZZA LLC,
a Wisconsin limited liability company

_____

By:_____
Its:_____

BUYER:

_____

_____

SELLER:

_____

_____

SELLER OWNER:

_____

_____

EXHIBIT N

RENEWAL ADDENDUM

RENEWAL ADDENDUM TO FRANCHISE AGREEMENT

BETWEEN TOPPERS PIZZA LLC
AND

_____

THIS RENEWAL ADDENDUM ("**Addendum**") to the Franchise Agreement dated as of _____, 20___, (the "**Agreement**"), among **TOPPERS PIZZA LLC** ("**Company**"), _____ ("**Franchisee**"), and _____ ("**Franchisee Owner**"), is made as of the same date as the Agreement to amend and supplement certain terms and conditions of the Agreement. In the event of any conflict between the terms of the Agreement and the terms of this Addendum, the terms of this Addendum shall control. All capitalized terms not otherwise defined in this Addendum shall have their respective meanings set forth in the Agreement.

1. **Background**. Franchisee and the Company are parties to that certain Franchise Agreement dated _____ (the "**Existing Franchise Agreement**"), which is set to expire on _____, pursuant to which Franchisee operates a TOPPERS PIZZA® RESTAURANT located at _____ (the "**Restaurant**"). Franchisee Owner is the owner of Franchisee. Franchisee desires to obtain a renewal of its franchise for the operation of the Restaurant.

2. **Franchised Restaurant**. The Company has approved the address identified in Section 1 hereto as the Location for the Restaurant.

3. **Construction and Renovation**. The Company and Franchisee acknowledge that Franchisee has opened the Restaurant at the Location as required under Section 2.3.1 of the Agreement. Sections 2.3.4 and 2.3.5 of the Agreement are hereby deleted in their entirety.

4. **Remodeling**. In accordance with Section 2.4 of the Agreement, Franchisee will complete the remodeling and renovations of the Restaurant, at Franchisee's expense, listed on Exhibit A to this Addendum no later than 90 days following the execution of the Agreement or at such different time as set forth in Exhibit A.

5. **Term**. Section 3.1 of the Agreement is hereby deleted in its entirety and replaced with the following:

> 3.1 Term. Unless sooner terminated in accordance with the provisions of this Agreement, the term of this Agreement shall commence upon the Effective Date and shall expire [*insert date that is 5 years after the scheduled expiration of the Existing Franchise Agreement*] (the "Term").

6. **Renewal**. Section 3.2.1 of the Agreement is hereby amended by deleting the phrase "two additional five (5) year terms" and replacing it with the phrase "one additional five (5) year term."

7. **Initial Franchise Fee**. Section 4.1 of the Agreement is hereby deleted in its entirety.

8. **Local Advertising**. Section 6.2.1 of the Agreement is hereby deleted in its entirety. Section 6.2.2 of the Agreement is hereby deleted in its entirety and replaced with the following:

> 6.2.2 In addition to the Brand Development Fund Fees required to be paid by Franchisee pursuant to Section 4.3, Franchisee shall expend an amount not less than three and one-half percent (3.5%) of its Gross Sales during each fiscal quarter and annual period for local advertising relating to Franchisee's Restaurant (the "Local Advertising Expenditure") but subject to the Company's right to increase as described in Section 6.7.

9. **Initial Training**. Franchisee acknowledges that the Company has already provided Franchisee with Initial Training, as defined in Sections 8.2 of the Agreement, and Franchisee is not entitled to receive Initial Training as a result of the execution this successor Agreement.

10. **Termination by the Company**. Sections 11.2.2, 11.2.3, and 11.2.4 of the Agreement are hereby deleted in their entirety.

11. **Termination of Agreements**. Simultaneously with the parties' execution of the Agreement, the Existing Franchise Agreement is terminated and of no further force or effect.

12. **Release**. Franchisee and Franchisee Owner, and each of them, on behalf of themselves and their respective current and former parents, affiliates, and subsidiaries, and each such foregoing person's or entity's respective agents, spouses, heirs, principals, attorneys, owners, officers, directors, employees, representatives, predecessors, successors, and assigns (collectively, the "**Releasing Parties**"), hereby fully and forever unconditionally releases and discharges the Company, its current and former parents, subsidiaries, and affiliates, and each such foregoing entity's respective current and former owners, officers, directors, employees, managers, agents, representatives, predecessors, successors, and assigns (collectively referred to as "**Company Parties**") of and from any and all claims, demands, obligations, actions, liabilities, defenses or damages of every kind and nature whatsoever (collectively, "**Claims**"), whether at law or in equity, and known or unknown, which any of the Releasing Parties had, has, or may have had, in any way arising out of or relating to any relationship or transaction with any of the Company Parties, however characterized or described, from the beginning of time until the Effective Date, including, without limitation, any and all Claims in any way arising out of or relating to the Existing Franchise Agreement, the relationship created by the Existing Franchise Agreement, or the development, ownership, or operation of any and all of the Restaurant. Franchisee and Franchisee Owner, and each of them, on behalf of themselves and the other Releasing Parties, further covenant not to sue any of the Company Parties on any of the Claims released by this section, and warrant and represent that the Releasing Parties have not assigned or otherwise transferred any Claims released by this section.

If the Restaurant is located in Maryland or if Franchisee is a resident of Maryland, the following shall apply:

> Any release provided for hereunder shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

If the Minnesota Franchise Act, Minn. Stat. §§ 80C.01 et seq, governs the parties' franchise relationship, the following shall apply:

> Any general release provided for hereunder shall not apply to any liability under the Minnesota Franchise Act.

13. **Non-Disparagement**. Franchisee and Franchisee Owner agree not to, and to use their best efforts to cause their respective current and former owners, officers, directors, principals, agents, partners, employees, representatives, attorneys, spouses, and successors and assigns not to, disparage or otherwise speak or write negatively, directly or indirectly, of any of the Company Parties, the Toppers Pizza brand, the Toppers Pizza system, or any other service-marked or trademarked concept of the Company, or which would subject the Toppers Pizza brand to ridicule, scandal, reproach, scorn, or indignity or which would negatively impact the goodwill of the Company or its brand.

14. **Counterparts**. Signatures transmitted by fax or scanned and emailed (in a .pdf or other "scanned" format) shall be treated as originals for all purposes. This Addendum may be executed in counterparts, all of which shall constitute an original and together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed and made effective as of the date of the Agreement.

COMPANY:

TOPPERS PIZZA LLC

By: _____
Adam Oldenburg, Chief Executive Officer

FRANCHISEE:

_____

By: _____
Name: _____
Its: _____

FRANCHISEE OWNER:

_____
Name (printed): _____

EXHIBIT A

to

RENEWAL ADDENDUM TO FRANCHISE AGREEMENT

REMODELING AND RENOVATIONS

EXHIBIT O

SECURED PROMISSORY NOTE (SPONSORSHIP)

Whitewater, Wisconsin
Principal Amount: $_____ **Issue Date: _____**

SPONSORSHIP PROGRAM SECURED PROMISSORY NOTE

FOR VALUE RECEIVED, the undersigned, _____, a _____ ("**Debtor**"), hereby promises to pay to the order of **TOPPERS PIZZA LLC**, a Wisconsin limited liability company ("**Payee**"), or any successor holder of this sponsorship program secured promissory note (the "**Note**"), in lawful money of the United States of America, the principal sum of _____ ($_____).

This Note is issued for monies owed by Debtor to Payee due under that certain franchise agreement of even date herewith between Debtor and Payee (the "**Franchise Agreement**"), including, but not limited to, the Initial Fee under Section 4.1.1 of the Franchise Agreement, and for amounts loaned by Payee to Debtor to develop its Toppers Pizza restaurant. Debtor's obligations under this Note are secured by (1) that certain security agreement of even date herewith between Debtor and Payee attached hereto as Attachment 1 (the "**Security Agreement**"), and (2) that certain guaranty and assumption of obligations of even date herewith signed by Debtor's owners ("**Guaranty**") pursuant to the Franchise Agreement. This Note is subject to the terms and conditions of the Franchise Agreement, Security Agreement, and Guaranty.

The principal under this Note shall be payable by Debtor to Payee in monthly payments of [_____] [($_____)] (each a "**Note Payment**"), via electronic funds transfer, beginning with the first Note Payment that is due on the second anniversary of the Issue Date (or, if such anniversary is not a business day, the first business day thereafter), and each subsequent Note Payment shall be due on the [__ day] of each month thereafter, or the next business day if such date falls on a weekend or bank holiday; provided that unless sooner paid pursuant to the terms hereof, the final Note Payment together with the entire outstanding principal balance, plus all interest accrued thereon, shall be due and payable on the tenth (10th) anniversary of the Issue Date ("Maturity Date"). For the avoidance of doubt, no monthly payments will be due until the second anniversary of the Issue Date.

The outstanding principal balance of this Note shall accrue interest at the rate of 2.25% per annum above the Bank of America Prime Rate as of the Issue Date.

Upon the occurrence of an Event of Default or a Transfer Event (both as defined below), without notice by Payee to, or demand by Payee of, Debtor, all outstanding payments due hereunder shall be immediately due and payable forthwith and the outstanding principal balance hereof shall accrue interest at the annual rate of 18% or the highest legal rate of interest, whichever is lower.

This Note may be prepaid in whole or in part at any time. All payments on this Note shall be applied first to the payment of all costs, fees or other charges incurred in connection with the indebtedness evidenced hereby, next to the payment of accrued interest, then to the reduction of the principal amount.

Debtor shall remain liable for the payment of this Note, including interest, notwithstanding any extension of time of payment or any indulgence of any kind or nature that Payee may grant to Debtor, whether with or without notice to Debtor, and Debtor hereby expressly waives such notice. No release of any or all of the security given for this obligation shall release any other maker, co-maker, surety, guarantor or other party hereto in any capacity. Payee shall not be required to look first to any collateral for payment of this Note but may proceed against Debtor in such a manner as it deems desirable.

All of Payee's rights and remedies under this Note are cumulative and non-exclusive. The terms of this Note may be waived only by a written instrument signed by Payee. No waiver by Payee of any breach hereof or default hereunder shall be deemed a waiver of any preceding or succeeding breach or default and no failure by Payee to exercise any right or privilege hereunder shall be deemed a waiver of Payee's rights to exercise the same or any other right or privilege at any subsequent time.

The occurrence of any one or more following events (regardless of the reason therefor) shall constitute an "**Event of Default**" hereunder:

(a) Debtor fails to make any Note Payment or any other payment due under this Note when due and payable or declared due and payable;

(b) Debtor fails to comply with the covenants contained herein;

(c) Debtor files a bankruptcy petition, a bankruptcy petition is filed against Debtor, or Debtor makes a general assignment for the benefit of creditors;

(d) Any default occurs under the Franchise Agreement, Security Agreement, or any other agreement between Debtor and Payee; or

(e) The Franchise Agreement is terminated or expires.

A "**Transfer Event**" under this Note shall mean a voluntary, involuntary, direct, or indirect assignment, sale, pledge, gift or other disposition of any interest in this Note, the Franchise Agreement, the Security Agreement, Debtor, any of Debtor's owners or substantially all of the assets of Debtor's Restaurant (as defined in the Franchise Agreement) operated pursuant to the Franchise Agreement.

Debtor hereby irrevocably waives diligence, presentment and demand for payment, protest, notice, notice of protest and nonpayment, dishonor and notice of dishonor and all other demands or notices of any and every kind whatsoever.

Debtor agrees to pay, upon Payee's request, any and all costs, fees and expenses (including reasonable attorneys' fees) incurred by Payee in enforcing any of Payee's rights hereunder, whether or not a legal proceeding is commenced, and including in any appeal or bankruptcy.

Should this Note be signed by more than one person, firm or corporation or combination thereof, all of the obligations herein contained shall be considered joint and several obligations of each signer hereof. In such case the liability of each such person shall be absolute, unconditional and without regard to the liability of any other party hereto.

This Note is not negotiable nor is it assignable, provided, however, Payee may assign this Note upon a sale of substantially all of its assets or to an affiliate at any time.

In the event any one or more of the provisions of this Note shall for any reason be held invalid, illegal or unenforceable, in whole or in part or in any respect, or in the event any one or more of the provisions of this Note operate or would prospectively operate to invalidate this Note, then, and in either of such events, such provision or provisions only shall be deemed null and void and shall not affect any other provision of this Note and the remaining provisions of this Note shall remain operative and in full force and effect.

The validity, construction and enforceability of this Note shall be governed in all respects by the laws of the State of Wisconsin, without regard to its conflicts of laws rules. Any dispute relating to this Note shall be governed by the dispute resolution provisions of the Franchise Agreement.

Time is of the essence with respect to all Debtor's obligations and agreements under this Note.

DEBTOR:

_____, a _____

_____

By: _____
Its: _____

Each of the undersigned acknowledges and agrees that the loan represented by this Note is for payment of amounts due to Payee under or in connection with the Franchise Agreement and, therefore, Debtor's obligations under this Note are personally and unconditionally guaranteed by the undersigned under that certain Guaranty and Assumption of Franchisee's Obligations executed concurrently herewith by the undersigned for Debtor's obligations under the Franchise Agreement.

_____

_____, individually

_____

_____, individually

ATTACHMENT 1

SECURITY AGREEMENT

THIS SECURITY AGREEMENT (this "**Agreement**"), dated as of _____, 20___, is between **TOPPERS PIZZA LLC**, a Wisconsin limited liability company ("**Secured Party**"), with its principal place of business at 333 West Center Street, Whitewater, Wisconsin 53190, and _____, a _____ (the "**Debtor**"), with its principal place of business at _____.

RECITALS:

WHEREAS, contemporaneously with the execution hereof, the Debtor shall execute and deliver to the Secured Party a secured promissory note (the "**Note**") of even date herewith payable to the Secured Party in the principal amount of [$_____].

WHEREAS, the obligations of the Debtor under the Note are to be secured pursuant to this Agreement; and

WHEREAS, the obligations of the Debtor under that certain franchise agreement dated _____, 20___, by and between Secured Party and Debtor (the "**Franchise Agreement**") are also to be secured pursuant to this Agreement.

AGREEMENT:

NOW, THEREFORE, in consideration of the terms and conditions set forth herein and of any loans or extensions of credit heretofore, now or hereafter made to or for the benefit of the Debtor by the Secured Party, the parties hereto agree as follows:

1. **GRANT OF SECURITY INTEREST; COLLATERAL**.

1.1 To secure the prompt payment and performance by the Debtor of (a) any and all of the Debtor's indebtedness, obligations and liabilities to the Secured Party under (i) the Note until full payment and satisfaction of the Note, whether due or to become due, (ii) the Franchise Agreement, and (iii) any other agreement between Debtor and Secured Party and (b) any and all expenses and charges, legal or otherwise, suffered or incurred by the Secured Party in collecting any such indebtedness, obligations or liabilities, or realizing upon, protecting or preserving the security interests granted hereby (collectively, the "**Debtor's Obligations**"), the Debtor hereby grants to the Secured Party a security interest in and to, and collaterally assigns to the Secured Party, all of the Debtor's tangible and intangible assets as more particularly set forth on Exhibit A attached hereto and made a part hereof, wherever located, whether now or hereafter existing, owned, licensed, leased (to the extent of the Debtor's leasehold interest therein), consigned (to the extent of the Debtor's ownership therein), arising and/or acquired, and all accessions thereto and proceeds therefrom and all substitutions for, renewals to,

improvements to, replacements of, and additions to, such assets, and all books, records and computer records in any way relating thereto.

1.2 All of the aforesaid assets, property and products and proceeds thereof referred to in Paragraph 1.1 above including, without limitation, proceeds of insurance policies insuring the foregoing are herein individually and collectively called the "**Collateral**." The terms used herein to identify the Collateral herein shall have the same meaning as are assigned to such terms as of the date hereof in the Uniform Commercial Code.

1.3 The Debtor shall execute and deliver to the Secured Party all agreements, instruments and documents that the Secured Party reasonably may request to perfect and maintain perfected the Secured Party's security interest in the Collateral and to consummate the transactions contemplated in or by this Agreement or the Note. The Debtor agrees that a carbon, or photographic copy, or other reproduction of this Agreement or of any financing statement, shall be sufficient to evidence the Secured Party's security interest and may be filed as a Uniform Commercial Code financing statement.

1.4 Debtor shall keep the Collateral in good order and repair; Debtor shall not waste or destroy the Collateral or any part thereof; and Debtor shall not use the Collateral in violation of any statute or ordinance. The Secured Party shall have the right, at any time during the Debtor's usual business hours, to inspect the Collateral and all related records (and the premises upon which the Collateral is located) and to verify the amount and condition of or any other matter relating to the Collateral.

1.5 Upon demand or an Event of Default (as hereinafter defined), the Secured Party may take control of, in any manner, and may endorse the Secured Party's name to any of the items or proceeds described in Paragraph 1.1 above and, pursuant to the provisions of this Agreement, the Secured Party shall apply the same to and on account of the Debtor's Obligations.

1.6 In no event shall the Debtor make any sale, transfer or other disposition of any of the Collateral or any interest therein not in the ordinary course of business, or otherwise encumber the Collateral, except as authorized in writing by the Secured Party.

1.7 Debtor shall not permit the value of the Collateral to be impaired. Further, Debtor shall keep the Collateral free from all liens, encumbrances, and security interests (other than Secured Party's security interest) and defend it against all claims and legal proceedings by persons other than Secured Party, and Debtor shall pay all costs, expenses, and fees in doing same. Unless Debtor has represented that the Collateral will be attached to real estate by describing the real estate and naming the record owner thereof, Debtor will not allow the Collateral to become attached to real estate in such manner as to become a fixture or a part of any real estate.

2. **WARRANTIES, REPRESENTATIONS AND COVENANTS**. The Debtor hereby warrants and represents to and covenants with the Secured Party as follows:

2.1 The Debtor has the full right, power and authority to execute, deliver and perform the terms of this Agreement. This Agreement has been duly authorized, executed and delivered by the Debtor and is a legal, valid and binding obligation of the Debtor, enforceable in accordance with its terms.

2.2 (a) The location where the Debtor keeps the Collateral is shown at the beginning of this Agreement, and the Debtor shall not remove such Collateral therefrom except as may occur in the ordinary course of business and shall not keep any of such Collateral at any other offices or locations unless authorized in writing by the Secured Party; and (b) the address specified at the beginning of this Agreement include and designate the Debtor's principal executive office, and principal place of business and is Debtor's sole offices and places of business.

2.3 (a) The Secured Party's security interest in the Collateral is now and at all times hereafter shall be perfected and have first priority except as expressly agreed to in writing by the Secured Party; and (b) all of the Collateral is and will remain owned by the Debtor free and clear of any and all liens, claims, security interests and encumbrances, except those in favor of the Secured Party.

2.4 The Debtor, at its sole cost and expense, shall keep and maintain the Collateral insured for the full insurable value against all hazards and risks ordinarily insured against by other owners or users of such properties in similar businesses, including risks of loss or damage by fire, theft and other such casualties as the Secured Party may reasonably require. The Debtor will, upon the Secured Party's request, furnish to the Secured Party certificates of insurance or such other evidence of insurance in a form, with insurers and in such amounts as may be satisfactory to the Secured Party. Proceeds of such insurance policy or policies will, in all cases, be payable to the Secured Party and the Debtor, as their interests may appear, and will provide for at least ten (10) days' advance written notice of cancellation to the Secured Party. The Debtor hereby irrevocably appoints the Secured Party as the Debtor's agent and attorney-in-fact to make, settle and adjust claims under such policies of insurance and endorse the name of the Debtor on any check, draft, instrument or other item of payment or the proceeds of such policies of insurance.

2.5 The Debtor shall pay promptly, when due, all taxes and assessments upon the Collateral or its use or operation and shall not permit any taxes and assessments to arise or remain and will promptly discharge the same, unless the Debtor shall contest, through appropriate formal proceedings, the payments of any such taxes or assessments.

3. **ADDITIONAL RIGHTS OF PARTIES**. Except as otherwise provided herein, the Secured Party, at its option, may discharge taxes, liens, security interests or other encumbrances at any time levied or placed on the Collateral and may place and pay for

insurance on the Collateral upon the Debtor's failure to provide evidence of insurance coverage required by this Agreement to protect the Secured Party's interest in the Collateral. The Debtor shall reimburse the Secured Party on demand for any reasonable payments and expenses incurred by the Secured Party in protecting its interests in the Collateral due to the foregoing.

4. **EVENTS OF DEFAULT**. The occurrence of any one of the following events shall constitute a default by the Debtor ("**Event of Default**") under this Agreement: (a) if the Debtor fails to pay any of the Debtor's Obligations when due and payable or declared due and payable (whether by scheduled maturity, required payment, acceleration, demand or otherwise); (b) if the Debtor fails or neglects to perform, keep or observe any term, provision, condition, covenant, warranty or representation contained in this Agreement, the Note, or the Franchise Agreement; (c) the occurrence of a default or an event of default under any agreement, instrument or document heretofore, now or at any time hereafter delivered to the Secured Party by any guarantor of the Debtor's Obligations or by any person granting to the Secured Party a security interest or lien in such person's real or personal property to secure the payment of the Debtor's Obligations; (d) if the Collateral or any other of the Debtor's assets are attached, seized, subjected to a writ, or are levied upon or become subject to any lien or come within the possession of any receiver, trustee, custodian or assignee for the benefit of creditors; (e) if a notice of lien, levy or assessment is filed of record or given to the Debtor with respect to all or any of the Debtor's assets by any federal, state, territorial or local department or agency; (f) if the Debtor or any guarantor of the Debtor's Obligations becomes insolvent or generally fails to pay or admits in writing its inability to pay debts as they become due, if a petition under Title 11 of the United States Code or any similar law or regulation is filed by or against the Debtor or any such guarantor, if the Debtor or any such guarantor shall make an assignment for the benefit of creditors, if any case or proceeding is filed by or against the Debtor or any such guarantor for its dissolution or liquidation, if the Debtor or any such guarantor is enjoined, restrained or in any way prevented by court order from conducting all or any material part of its business affairs; (g) the death or incompetency of the Debtor or any guarantor of the Debtor's Obligations, or the appointment of a conservator for all or any portion of the Debtor's assets or the Collateral; (h) if the Debtor should suspend business or commit any act amounting to business failure, or should make a voluntary assignment or transfer of its interest in any of the Collateral (except as expressly authorized by Secured Party in writing) or in all or substantially all of its property; (i) any substantial loss, theft, destruction or damage to the Collateral should occur; or (j) if the Secured Party is reasonably insecure due to the occurrence of a material change in the Debtor's condition or affairs, financial or otherwise.

5. **REMEDIES**. Upon an Event of Default, without notice by the Secured Party to or demand by the Secured Party of the Debtor, the Debtor's Obligations shall be immediately due and payable, together with reasonable attorneys' fees and other costs of collection incurred by the Secured Party, and the Secured Party shall have the following rights and remedies, it being the intent that none of such remedies shall be to the exclusion of any other:

(a) Foreclose this Agreement and the security interest granted hereby, as provided herein, or in any manner permitted by law, either personally, through agents or by means of a court appointed receiver, and take possession of all or any of the Collateral and exclude therefrom Debtor and all others claiming through or under Debtor, and exercise any and all of the rights and remedies conferred upon Secured Party by this Agreement, the Note, or by applicable law, either concurrently or in such order as Secured Party may determine. Secured Party may sell, lease or otherwise dispose of, or cause to be sold, leased or otherwise disposed of in such order as Secured Party may determine, as a whole or in such parcels as Secured Party may determine, the Collateral described in this Agreement or exercise any of the rights conferred upon the Secured Party by this Agreement, or the Note or without affecting in any way the rights or remedies to which Secured Party may be entitled under any other agreement between Debtor and Secured Party;

(b) Make such payments and do such acts as Secured Party may deem necessary to protect its security interest in the Collateral, including without limitation, paying, purchasing, contesting or compromising any encumbrance, charge, claim or lien which is prior to or superior to the security interest granted hereunder, and, in exercising any such powers or authority, pay all expenses incurred in connection therewith, and all funds expended by Secured Party in protecting its security interest shall be deemed additional indebtedness secured by this Agreement;

(c) Require Debtor to assemble the Collateral, or any portion thereof, at any place or places designated by Secured Party, and promptly to deliver such Collateral to Secured Party, or an agent or representative designated by it;

(d) Publicly or privately sell, lease or otherwise dispose of the Collateral, without necessarily having the Collateral at the place of sale, lease or disposition, and upon terms and in such manner as Secured Party may determine. Secured Party may be a purchaser of the Collateral at any public sale. Unless the Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, Secured Party will give Debtor reasonable notice of the time and place of any public sale thereof or of the time after which any private sale or any other intended disposition thereof is to be made, and such notice, if given to the Debtor at least twenty (20) days prior to the date of any public sale or disposition or the date after which any private sale or disposition may occur, shall constitute reasonable notice of such sale, lease or other disposition;

(e) Notify any account debtor or any other party obligated on or with respect to any of the Collateral to make payment to Secured Party or its nominee of any amounts due or to become due thereunder or with respect thereto and otherwise perform its obligations with respect to the Collateral on behalf of and for the benefit of Secured Party. Secured Party may enforce collection and performance with respect to any of the Collateral by suit or otherwise, in its own name or in the name

of Debtor or a nominee, and surrender, release, or exchange all or any part thereof; and compromise, extend or renew (whether or not for longer than the original period) or transfer, assign or endorse for collection or otherwise, any indebtedness or obligation with respect to the Collateral, or evidenced thereby, and upon request of Secured Party, Debtor will, at its own expense, notify any person obligated on or with respect to any of the Collateral to make payment and performance directly to, in the name of, and on behalf of Secured Party of any amounts or performance due or to become due thereunder or with respect thereto; and

(f) Exercise any remedies of a Secured Party under the Uniform Commercial Code or any other applicable law.

To effectuate the foregoing, Debtor hereby agrees that if the Secured Party demands or attempts to take possession of the Collateral or any portion thereof in exercise of its rights and remedies hereunder, and under the Note, Debtor will immediately turn over and deliver possession thereof to Secured Party, and Debtor authorizes, to the extent Debtor may now or hereafter lawfully grant such authority, Secured Party, its employees and agents, and potential bidders or purchasers to enter upon any or all of the premises where the Collateral or any portion thereof may at the time be located (or believed to be located) and Secured Party may (i) remove the same therefrom or render the same inoperable (with or without removal from such location), (ii) repair, operate, use or manage the Collateral or any portion thereof, (iii) maintain, repair or store the Collateral or any portion thereof, (iv) view, inspect and prepare for sale, lease or disposition the Collateral or any portion thereof or (v) sell, lease, dispose of or consume the same or bid thereon.

Debtor hereby agrees to indemnify, defend, protect and hold harmless Secured Party and its employees, officers and agents from and against any and all damages, liabilities, claims and obligations which may be incurred, asserted or imposed upon them or any of them as a result of or in connection with any use, operation, lease or consumption of any of the Collateral or as a result of Secured Party's seeking to obtain performance of any of the obligations due with respect to the Collateral, except from such damages, liabilities, claims or obligations as result from gross negligence or intentional misconduct of Secured Party, its employees, officers or agents.

The proceeds of any sale under this Section 5 shall be applied first to the payment of any sums owing to Secured Party pursuant to the provisions of the Note and the Franchise Agreement or in such manner as Secured Party may elect, with any funds remaining after payment of the foregoing to be paid to Debtor.

Secured Party shall have the right to enforce one or more remedies hereunder, successively or concurrently, and such action shall not operate to estop or prevent Secured Party from pursuing any further remedy which it may have, and any repossession or retaking or sale of the Collateral pursuant to the terms hereof

shall not operate to release Debtor until full payment of any deficiency has been made in cash.

5.2 Without notice, demand or legal process of any kind, the Secured Party may take possession of any or all of the Collateral, wherever it may be found, and may enter into any of the Debtor's premises where any of the Collateral may be or is supposed to be, and search for, take possession of, remove, keep and store any of the Collateral until the same shall be sold or otherwise disposed of, and the Secured Party shall have the right to store the same in any of the Debtor's premises without cost to the Secured Party.

5.3 Any notice required to be given by the Secured Party of a sale, lease, or other disposition of the Collateral or any other intended action by the Secured Party shall be deemed given when delivered in accordance with Section 6.4 of this Agreement and shall constitute commercially reasonable and fair notice to the Debtor.

5.4 The Debtor agrees that the Secured Party has no obligation to preserve rights against prior parties to the Collateral, and no failure by the Secured Party to preserve or protect any right with respect to such Collateral against prior parties, or to do any act with respect to the preservation of such Collateral not so requested by the Debtor, shall be deemed of itself a failure to exercise reasonable care in the custody or preservation of such Collateral.

5.5 All of the Secured Party's rights and remedies under this Agreement and the Note are cumulative and non-exclusive.

6. **GENERAL**.

6.1 This Agreement and the Note shall be binding upon and inure to the benefit of the heirs, representatives, successors and assigns of the Debtor and the Secured Party.

6.2 The Debtor hereby appoints the Secured Party as the Debtor's agent and attorney-in-fact for the purpose of carrying out the provisions of this Agreement and taking any action and executing any agreement, instrument or document which the Secured Party may reasonably deem necessary or advisable to accomplish the purposes hereof which appointment is irrevocable and coupled with an interest. All monies paid for the purposes herein, and all costs, fees and expenses paid or incurred in connection therewith, shall be part of the Debtor's Obligations, payable by the Debtor to the Secured Party on demand.

6.3 No delay on the part of the Secured Party in the exercise of any right or remedy shall operate as a waiver thereof. No waiver by the Secured Party of any default hereunder shall be effective unless in writing, and no waiver of any one default shall operate as a waiver of any other default or of the same default on a future occasion.

6.4 All notices required under this Agreement or the Note will be in writing and will be transmitted by personal delivery, certified or registered mail, or overnight courier to the addresses appearing on the first page of this Agreement, or to such other addresses or facsimile numbers as Debtor and Secured Party may specify from time to time in writing. Every notice shall be deemed to have been duly given or served on the date on which personally delivered, in person or by overnight courier service, or five (5) days after the same shall have been deposited in the United States mail. Failure or delay in delivering copies of any notice shall in no way adversely affect the effectiveness of such notice.

6.5 Except as otherwise specifically provided in this Agreement, the Debtor waives any and all notice or demand by virtue of any applicable statute or law and waives presentment, demand and protest and notice of presentment, protest, default, dishonor, non-payment, maturity, release, compromise, settlement, extension or renewal of any and all agreements, instruments or documents at any time held by the Secured Party on which the Debtor may in any way be liable.

6.6 This Agreement and the Note may not be modified, altered, or amended except by an agreement in writing signed by the Debtor and the Secured Party. This Agreement shall continue in full force and effect so long as any portion or component of the Debtor's Obligations shall be outstanding. All of the Debtor's warranties, representations, undertakings, and covenants contained in this Agreement or the Note shall survive the termination or cancellation of the same.

6.7 If any provision contained in this Agreement is in conflict with, or inconsistent with any provision in the Note, the provisions of this Agreement shall control, except as otherwise provided in the Note.

6.8 A default by Debtor under this Agreement or the Note shall also constitute a material breach of the Franchise Agreement.

6.9 In the event any one or more of the provisions of this Agreement shall for any reason be held invalid, illegal or unenforceable, in whole or in part or in any respect, or in the event any one or more of the provisions of this Agreement operate or would prospectively operate to invalidate this Agreement, then, and in either of such events, such provision or provisions only shall be deemed null and void and shall not affect any other provision of this Agreement and the remaining provisions of this Agreement shall remain operative and in full force and effect.

6.10 This Agreement and the Note shall be governed and controlled by the internal laws of the State of Wisconsin and not the law of conflicts.

6.11 If at any time or times hereafter the Secured Party employs counsel with respect to (a) any litigation, arbitration contest, dispute, suit or proceeding or to commence, defend or intervene or to take any other action in or with respect to any litigation, arbitration contest, dispute, suit or proceeding (whether instituted by the Secured

Party, the Debtor or any other person) in any way or respect relating to the Collateral, this Agreement or the Note; or (b) enforcement of any rights of the Secured Party against the Debtor or any other person which may be obligated to the Secured Party by virtue of this Agreement or the Note; and/or (c) attempts to enforce any of the Secured Party's rights or remedies under this Agreement or the Note, the Debtor shall reimburse the Secured Party on demand for reasonable attorneys' fees and related costs with respect to the foregoing.

6.12 To induce the Secured Party to accept this Security Agreement, the Debtor irrevocably agrees that, subject to the Secured Party's sole and absolute election, **ALL ACTIONS OR PROCEEDINGS IN ANY WAY ARISING OUT OF, FROM OR RELATED TO THIS AGREEMENT OR THE NOTE WILL BE LITIGATED IN FEDERAL OR STATE COURT LOCATED IN OR NEAREST WHITEWATER, WISCONSIN. THE DEBTOR HEREBY CONSENTS AND SUBMITS TO THE JURISDICTION OF SUCH COURTS, WAIVES PERSONAL SERVICE OF PROCESS UPON THE DEBTOR, AND AGREES THAT ALL SUCH SERVICE OF PROCESS MAY BE MADE BY REGISTERED MAIL DIRECTED TO THE DEBTOR AT THE ADDRESS STATED AT THE BEGINNING OF THIS AGREEMENT AND SERVICE SO MADE WILL BE DEEMED TO BE COMPLETED UPON ACTUAL RECEIPT**.

6.13 **THE DEBTOR HEREBY EXPRESSLY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THIS AGREEMENT OR UNDER ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION WITH THIS AGREEMENT, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING WILL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. THE DEBTOR AGREES THAT THE DEBTOR WILL NOT ASSERT ANY CLAIM AGAINST THE SECURED PARTY ON ANY THEORY OF LIABILITY, FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES**.

(*Remainder of page intentionally blank*)

IN WITNESS WHEREOF, this Agreement has been duly executed as of the day and year specified at the beginning hereof.

SECURED PARTY: **TOPPERS PIZZA LLC**, a Wisconsin limited liability company	**DEBTOR:** _____, a _____ _____
By: _____ Name: _____ Its: _____	By: _____ Name: _____ Its: _____

EXHIBIT A
TO SECURITY AGREEMENT

Description of Collateral

1. All accounts, accounts receivable, documents, instruments, contracts, customer lists, chattel paper, and general intangibles of Debtor, including, but not limited to, all franchise and contract rights of Debtor, whether now owned or hereafter acquired, including rights under the Franchise Agreement, and all products and proceeds thereof, security deposits, escrowed payments, building permits, licenses and phone numbers; and

2. All equipment, inventory, machinery, supplies, computer hardware and peripheral equipment, computer software, furniture and furnishings, signs, brochures, printed materials of any kind and fixtures of Debtor, whether now owned or hereafter acquired, and all accessions thereto and all products and proceeds thereof.

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
Illinois	Exemption pending
Indiana	Exempt
Maryland	Pending
Michigan	April 3, 2025
Minnesota	Pending
New York	Exempt
North Dakota	Pending
South Dakota	April 3, 2025
Virginia	Pending
Wisconsin	April 3, 2025

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 P

RECEIPTS

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 Toppers Pizza LLC offers you a franchise, it must provide this Disclosure Document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale, or sooner if required by applicable state law.

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 the Disclosure Document at the earlier of the 1st personal meeting or 14 calendar days before you sign an agreement with, or make a payment to us or an affiliate in connection with the proposed franchise sale.

If Toppers Pizza LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the appropriate state agency listed on Exhibit A.

The Franchisor is Toppers Pizza LLC, located at 333 West Center Street, Whitewater, WI 53190. Its telephone number is (262) 473-6666.

Issuance date: April 3, 2025

Franchise sellers offering the franchise: Toppers Pizza LLC, 333 West Center Street, Whitewater, WI 53190, (262) 473-6666. The franchise seller for this offering is:

❑ Beth Larson Toppers Pizza LLC 333 West Center Street Whitewater, WI 53190 (262) 473-6666	❑ Mac Malchow Toppers Pizza LLC 333 West Center Street Whitewater, WI 53190 (262) 473-6666	❑ _____ Toppers Pizza LLC 333 West Center Street Whitewater, WI 53190 (262) 473-6666	❑ _____ Toppers Pizza LLC 333 West Center Street Whitewater, WI 53190 _____

Toppers Pizza LLC authorizes the respective state agencies identified on Exhibit A to receive service of process for it in the particular state.

I received a disclosure document dated April 3, 2025 that included the following Exhibits:

EXHIBIT A	STATE AGENCIES / AGENTS FOR SERVICE OF PROCESS	EXHIBIT I	PROJECT MANAGEMENT AGREEMENT
EXHIBIT B	CURRENT FRANCHISEES	EXHIBIT J	TOPPERS SUBSCRIPTION AGREEMENT (POINT OF SALE SERVICES)
EXHIBIT C	FRANCHISEES WHO HAVE LEFT THE SYSTEM	EXHIBIT K	ASSET PURCHASE AGREEMENT
EXHIBIT D	TABLE OF CONTENTS FOR OPERATIONS MANUAL	EXHIBIT L	REPRESENTATIONS AND ACKNOWLEDGMENT STATEMENT
EXHIBIT E	FINANCIAL STATEMENTS	EXHIBIT M	CONDITIONAL AGREEMENT AND CONSENT TO TRANSFER
EXHIBIT F	FRANCHISE AGREEMENT	EXHIBIT N	RENEWAL ADDENDUM
EXHIBIT G	AREA DEVELOPMENT AGREEMENT	EXHIBIT O	SPONSORSHIP NOTE AND SECURITY AGREEMENT
EXHIBIT H	STATE ADDENDA AND AGREEMENT RIDERS	EXHIBIT P	RECEIPTS

Date: _____
(Do not leave blank)

_____
Signature of Prospective Franchisee

_____
Print Name

Please sign this copy of the receipt, date your signature, and return it to Toppers Pizza LLC, 333 West Center Street, Whitewater, Wisconsin 53190 (262) 473-6666.

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 Toppers Pizza LLC offers you a franchise, it must provide this Disclosure Document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale, or sooner if required by applicable state law.

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 the Disclosure Document at the earlier of the 1st personal meeting or 14 calendar days before you sign an agreement with, or make a payment to us or an affiliate in connection with the proposed franchise sale.

If Toppers Pizza LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the appropriate state agency listed on Exhibit A.

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Issuance date: April 3, 2025

Franchise sellers offering the franchise: Toppers Pizza LLC, 333 West Center Street, Whitewater, WI 53190, (262) 473-6666. The franchise seller for this offering is:

❑ Beth Larson Toppers Pizza LLC 333 West Center Street Whitewater, WI 53190 (262) 473-6666	❑ Mac Malchow Toppers Pizza LLC 333 West Center Street Whitewater, WI 53190 (262) 473-6666	❑ _____ Toppers Pizza LLC 333 West Center Street Whitewater, WI 53190 (262) 473-6666	❑ _____ Toppers Pizza LLC 333 West Center Street Whitewater, WI 53190 _____

Toppers Pizza LLC authorizes the respective state agencies identified on Exhibit A to receive service of process for it in the particular state.

I received a disclosure document dated April 3, 2025 that included the following Exhibits:

EXHIBIT A	STATE AGENCIES / AGENTS FOR SERVICE OF PROCESS	EXHIBIT I	PROJECT MANAGEMENT AGREEMENT
EXHIBIT B	CURRENT FRANCHISEES	EXHIBIT J	TOPPERS SUBSCRIPTION AGREEMENT (POINT OF SALE SERVICES)
EXHIBIT C	FRANCHISEES WHO HAVE LEFT THE SYSTEM	EXHIBIT K	ASSET PURCHASE AGREEMENT
EXHIBIT D	TABLE OF CONTENTS FOR OPERATIONS MANUAL	EXHIBIT L	REPRESENTATIONS AND ACKNOWLEDGMENT STATEMENT
EXHIBIT E	FINANCIAL STATEMENTS	EXHIBIT M	CONDITIONAL AGREEMENT AND CONSENT TO TRANSFER
EXHIBIT F	FRANCHISE AGREEMENT	EXHIBIT N	RENEWAL ADDENDUM
EXHIBIT G	AREA DEVELOPMENT AGREEMENT	EXHIBIT O	SPONSORSHIP NOTE AND SECURITY AGREEMENT
EXHIBIT H	STATE ADDENDA AND AGREEMENT RIDERS	EXHIBIT P	RECEIPTS

Date: _____
(Do not leave blank)

_____
Signature of Prospective Franchisee

_____
Print Name

KEEP THIS COPY FOR YOUR RECORDS.