

## FRANCHISE DISCLOSURE DOCUMENT



**PAPA MURPHY'S INTERNATIONAL LLC,**  
a Delaware limited liability company  
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As a Papa Murphy's® franchisee, you will operate a Papa Murphy's retail food outlet currently featuring take and bake pizza, salads, desserts and other related products (“**Franchised Store**”).

The total investment necessary to begin operation of a Papa Murphy's Franchised Store is from \$308,469 to \$557,879. This includes \$160,594 to \$262,689 that must be paid to us or our affiliates of which \$25,000 is the “**Franchise Fee**.”

This Disclosure Document summarizes certain provisions of your Franchise Agreement and other information in plain English. Read this Disclosure Document and all accompanying agreements carefully. You must receive this Disclosure Document at least 14 calendar days before you sign a binding agreement with, or make any payment to, the franchisor or an affiliate in connection with the proposed franchise sale or grant. **Note, however, that no governmental 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 the Disclosure Document in different formats, contact the Franchise Sales Department at 8000 NE Parkway Drive, Suite 350, Vancouver, Washington 98662, (360) 260-7272 or at [franchise@papamurphys.com](mailto:franchise@papamurphys.com).

The terms of your contract will govern your franchise relationship. Do not rely on the Disclosure Document alone to understand your contract. Read all of your contract carefully. Show your contract and this Disclosure Document to an advisor, like a lawyer or an accountant.

Buying a franchise is a complex investment. The information in this Disclosure Document can help you make up your mind. More information on franchising, such as “*A Consumer's Guide to Buying a Franchise*,” which can help you understand how to use this Disclosure Document, is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, DC 20580. You can also visit the FTC's home page at [www.ftc.gov](http://www.ftc.gov) for additional information. Call your state agency or visit your public library for other sources of information on franchising.

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

Issuance Date: March 28, 2022.

## 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
<b>How much can I earn?</b>	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 Exhibit B.
<b>How much will I need to invest?</b>	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.
<b>Does the franchisor have the financial ability to provide support to my business?</b>	Item 21 or Exhibit C includes financial statements. Review these statements carefully.
<b>Is the franchise system stable, growing, or shrinking?</b>	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
<b>Will my business be the only Papa Murphy’s business in my area?</b>	Item 12 and the “territory” provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
<b>Does the franchisor have a troubled legal history?</b>	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
<b>What’s it like to be a Papa Murphy’s franchisee?</b>	Item 20 or Exhibit B lists current and former franchisees. You can contact them to ask about their experiences.
<b>What else should I know?</b>	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 RISK(S) TO CONSIDER ABOUT *THIS* FRANCHISE**

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

1. **Out of State Dispute Resolution.** The franchise agreement requires you to resolve disputes with the franchisor by mediation, arbitration and/or litigation only by United States Arbitration and Mediation Service, Inc., in a mutually agreed upon location. Out-of-state mediation, arbitration or litigation may force you to accept a less favorable settlement for disputes. It may also cost you more to mediate with us in a state other than your own.
2. **Guarantor's Liabilities.** It is important to note that the guarantor's liabilities can exceed its tangible assets, which may entail additional risk of financial loss.

**NOTICE REQUIRED  
BY  
STATE OF MICHIGAN**

**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 subfranchisor.

(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.

**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 the Department of Attorney General, State of Michigan, 525 Ottawa Street, G. Mennen Williams Building, First Floor, Lansing, Michigan 48913, telephone (517) 373-7117.

**THE MICHIGAN NOTICE APPLIES ONLY TO FRANCHISEES WHO ARE RESIDENTS OF MICHIGAN OR LOCATE THEIR FRANCHISES IN MICHIGAN.**

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## EXHIBITS:

- Exhibit A: List of State Administrators and Agents for Service of Process
- Exhibit B: List of Franchisees and Certain Former Franchisees
- Exhibit C: Financial Statements
- Exhibit D: Form of Franchise Agreement
- Exhibit E: Operations Manual Table of Contents
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- Exhibit O: Receipt

## ITEM 1 THE FRANCHISOR, AND ANY PARENT, PREDECESSORS, AND AFFILIATES

To simplify the language in this Disclosure Document, “we,” “us” or “Papa Murphy’s” means Papa Murphy’s International LLC, the franchisor. “You” or “your” means the person or legal entity that buys the franchise. “Papa Murphy’s Stores” means all stores operating under the Papa Murphy’s registered trademark. If you are a corporation, partnership, limited liability company or other legal entity, “you” or “your” also includes the franchisee’s owners.

### The Franchisor

Papa Murphy’s International LLC, a Delaware limited liability company, formerly known as Papa Murphy’s International, Inc., a Delaware corporation, is the franchisor and was incorporated in June 2004 and converted to a Delaware limited liability company in May 2010. Our principal business address is 8000 NE Parkway Drive, Suite 350, Vancouver, Washington 98662. We do business under the name “Papa Murphy’s,” “Papa Murphy’s Take ‘N’ Bake,” and “Papa Murphy’s Take ‘N’ Bake Pizza.” The name and address of our agent for service of process in your state is in Exhibit A.

At the end of our last fiscal year, on November 29, 2021, there were 1,276 Papa Murphy’s Stores operating. In the United States there were 1,212 Franchised Stores and 27 company operated stores. See ITEM 20, Table 3 for additional information on these numbers. At the end of our 2021 fiscal year there were 37 stores operating in Canada and the United Arab Emirates. We do not conduct any business activity other than franchising Papa Murphy’s Stores and operating Papa Murphy’s Stores.

### Parent, Predecessors and Certain Affiliates

We are a wholly-owned subsidiary of Papa Murphy’s Company Stores, Inc., a Washington corporation. Papa Murphy’s Company Stores, Inc. is a wholly-owned subsidiary of Papa Murphy’s Holdings, Inc., a Delaware corporation (“**Papa Murphy’s Holdings**”).

On May 23, 2019, Papa Murphy’s Holdings merged with a wholly-owned subsidiary of MTY Food Group Inc., a publicly-traded Canadian corporation (“**MTY Food Group**”) with a principal business address of 8210, route Transcanadienne, Suite 200, Saint-Laurent, Québec, H4S 1M5, Canada. MTY Franchising USA, Inc. (“**MTY USA**”) is now the parent company of Papa Murphy’s Holdings and its principal business address is 9311 E. Via De Ventura, Scottsdale, Arizona 85258. MTY USA’s parent corporation is MTY Franchising Inc. (“**MTY Canada**”), a Canada corporation and a wholly-owned subsidiary of MTY Food Group, formerly known as MTY Tiki Ming Enterprises Inc., and incorporated on February 13, 1979. MTY Canada’s principal business address is 8210, route Transcanadienne, Suite 200, Saint-Laurent, Québec, H4S 1M5, Canada.

MTY Food Group, or one or more of its subsidiaries, franchises over 50 different restaurant concepts under the following trademarks in Canada and the United States: Allô Mon Coco, Baton Rouge, Ben & Florentine, Big Smoke Burger, BunsMaster, Café Depot, Cakes N Shakes by La Dip, Casa Greque, Country Style, Cultures, Dagwoods, Eat Pure, Extreme Pita, Frat’s Cucina, Giorgio, Jugo Juice, Karma, Kim Chi, Koryo, Koya, Kuto Comptoir À Tartares, La Boite Verte,

La Crémère, La Diperie, Madisons, Manchu Wok, mmmuffins, Mr. Souvlaki, Mr. Sub, Mucho Burrito, Muffin Plus, O'Burger, Pizza Delight, Scores, SenseAsian, South St. Burger, Steak Frites, Sukiyaki, Sushi Go, Sushman, Sushi Shop, Tandori, Thai Express, Thaizone, The Coop Wicked Chicken, The Works, Tiki Ming, Timothy's, Tosto, Toujours Mikes, Turtle Jack's, Tutti Frutti, Valentine, Van Houtte, Vanellis, Vie & Nam, Villa Madina, Wasabi Grill & Noodle, and Yuzu Sushi. MTY Food Group also subfranchises two other restaurant concepts, TCBY and Taco Time.

The company-owned Papa Murphy's Stores are owned and operated by Papa Murphy's Company Stores, Inc., a Washington corporation.

In May of 2006, we formed a subsidiary, PMI Canada, ULC, an Alberta unlimited liability corporation, which offered Papa Murphy's franchises in Canada. We dissolved PMI Canada, ULC on April 30, 2016. Currently, the right to offer Papa Murphy's franchises in Canada and the Middle East has been granted to third parties pursuant to Master Franchise Agreements with Papa Murphy's Worldwide LLC, a wholly-owned subsidiary of Papa Murphy's International LLC.

Murphy's Marketing Services, Inc., a Florida corporation, is an affiliate of Papa Murphy's and was incorporated on August 30, 2010, to provide marketing and gift card services to certain Papa Murphy's Stores.

MM1 Regional LLC and MM2 Regional LLC, Florida limited liability companies, are wholly-owned by Murphy's Marketing Services, Inc. and were incorporated on November 28, 2016 to serve as regional cooperatives for Papa Murphy's Stores.

Except as otherwise noted, the principal business address of these parents, affiliates and subsidiaries is 8000 NE Parkway Drive, Suite 350, Vancouver, Washington 98662.

### MTY Affiliates

Through common ownership by MTY Food Group, we have four affiliates that also offer franchises: (1) MTY USA, a Tennessee corporation having an address of 9311 E. Via De Ventura, Scottsdale, Arizona 85258; (2) MTY Canada, a Canada corporation having an address at 8210, route Transcanadienne, Suite 200, Saint-Laurent, Québec, H4S 1M5, Canada; (3) Kahala Franchising, LLC ("**Kahala Franchising**"), an Arizona limited liability company with its principal address at 9311 E. Via De Ventura, Scottsdale, Arizona 85258; and (4) Invescor Restaurant Group Inc. ("**IRG**") a Canada corporation having an address at 8210, route Transcanadienne, Suite 200, Saint-Laurent, Québec, H4S 1M5, Canada. These affiliates franchise over 50 different concepts.

The following chart summarizes the franchise brands offered by Kahala Franchising, MTY USA or its affiliates as of November 29, 2021 in the United States, including the type of business, number of franchised units in operation as of November 29, 2021, and the date MTY USA, Kahala Franchising or their current or former affiliates offered franchises in those brands:

<b>Brand Name</b>	<b>Type of Restaurant Business</b>	<b>Number of Units as of November 30, 2019</b>	<b>Dates unit franchises began being offered by Kahala Franchising, MTY USA, or its affiliates</b>
America's Taco Shop®	Restaurants serving freshly prepared Mexican food including tacos, burritos, and quesadillas	1 company-owned unit and 2 licensed units	November 2011 under Kahala Franchising
Baja Fresh®	Restaurant offering a limited menu featuring fresh, high quality Mexican-style food products	92 franchises (90 in the United States and 2 international) and 7 company-owned units	From October 2016 until July 2017 under Triune, LLC and since July 2017 under BF Acquisition Holdings, LLC (a subsidiary of MTY USA)
Ben & Florentine	Restaurant offering high-end artisanal breakfast	0 franchises	From December 2018 under MTY USA
Blimpie®	Restaurants serving submarine sandwiches and salads	140 franchises (137 in the United States and 3 international) and 5 company-owned units	From 2006 until 2010 by Kahala Franchise Corp. and since August 2010 under Kahala Franchising
Built Custom Burgers®	Fast casual restaurants featuring build-your-own burgers, signature burgers, side dishes, sandwiches, and salads	6 franchises (3 in the United States and 3 international)	From December 2017 under Built Franchise Systems, LLC and since March 2019 under MTY USA
Cereality cereal bar & cafe™	Restaurants serving hot and cold cereals and cereal blends with toppings, oatmeal, and parfaits	0 franchises	From July 2007 until 2010 by Kahala Franchise Corp. and since August 2010 under Kahala Franchising
Chicken Strips & Dips	Ghost kitchen concept serving primarily chicken tenders	1 company-owned unit	From March 2020 under Kahala Franchising
Cold Stone Creamery®	Restaurants serving super-premium freshly made ice cream, frozen yogurt, cakes, pies, smoothies, shakes, and other frozen dessert products	1,248 franchises (889 in the United States and 359 international) and 25 licensed and 5 company-owned units (96 Cold Stone Creamery franchises also sell Rocky Mountain Chocolate Factory® products, 1 Cold Stone Creamery franchise also sells Tim Hortons® products)	From May 2007 until March 2008 by Cold Stone Creamery, Inc., from March 2008 until March 2010 by Kahala Franchise Corp., and since August 2010 under Kahala Franchising
Extreme Pita®	Restaurants serving wrap-style hot and cold pita and wrap sandwiches	1 franchise	From March 2001 to July 2014 The Extreme Pita Franchising USA, Inc., and since July 2014 under MTY USA
Frullati Cafe & Bakery™	Restaurants serving sandwiches, salads, smoothies and baked goods	10 franchises	From 1999 until 2004 by Frullati Franchise Systems, Inc., from 2004 until 2010 by Kahala Franchise Corp., and since August 2010 under Kahala Franchising
Ginger Sushi Boutique®	Restaurants serving a variety of sushi menu items and drinks	0 franchises	From September 2015 under MTY USA

<b>Brand Name</b>	<b>Type of Restaurant Business</b>	<b>Number of Units as of November 30, 2019</b>	<b>Dates unit franchises began being offered by Kahala Franchising, MTY USA, or its affiliates</b>
Grabbagreen®	Restaurants serving healthy food, juice, smoothies and related products	13 franchises	From April 2015 by Grabbagreen Franchising, LLC and since February 2018 under MTY USA
Great Steak®	Restaurants serving Philadelphia cheesesteak sandwiches, chicken sandwiches and French fries	41 franchises (31 in the United States and 10 international) and 1 licensed unit	From 2004 until 2010 by Kahala Franchise Corp. and since August 2010 under Kahala Franchising
Johnnie's New York Pizzeria™	Restaurants serving New York style pizza, calzones, salads, and related Italian cuisine menu items	2 franchises	From 2006 until 2010 by Kahala Franchise Corp. and since August 2010 under Kahala Franchising
Kahala Coffee Traders®	Restaurants serving coffee and espresso, tea, baked goods, parfaits, sandwiches and merchandise	5 franchises and 1 licensed unit	From November 2011 under Kahala Franchising
La Diperie™	Restaurants serving ice cream products and various dips and toppings	0 franchises	From April 2019 under MTY USA
La Salsa®	Restaurants offering a limited menu featuring fresh high quality Mexican-style food products	8 franchises	Since 2016 under La Salsa Franchise, LLC (a subsidiary of MTY USA)
Manchu Wok®	Restaurants offering fresh Chinese cuisine	21 franchises	From March 2015 under MTY USA
Maui Wowi®	Store fronts or portable units serving fruit smoothies, Hawaiian coffee and espresso	125 franchises (117 in the United States and 8 international)	From November 2015 under Kahala Franchising
Mucho Burrito®	Restaurants offering burritos, quesadillas, tacos, nachos, and other assorted food and drinks	0 franchises	From January 2010 under Mucho Burrito Franchising USA, Inc. and from March 2019 under MTY USA
NrGize Lifestyle Café®	Cafes serving smoothies, fruit drinks and nutritional supplements	65 franchises	From 2006 until 2010 by Kahala Franchise Corp. and since August 2010 under Kahala Franchising
Pinkberry®	Restaurants serving frozen yogurt, yogurt drinks, smoothies and frozen desserts	72 franchises and 17 licensed units	From July 2008 until April 2016 under Pinkberry Ventures, Inc. and since June 2016 under Kahala Franchising
Planet Smoothie®	Restaurants serving smoothies, juices and nutritional supplements	150 franchises (149 in the United States and 1 international) and 2 Tasti D-Lites locations <sup>1</sup>	From March 2012 to April 2016 under Tasti D-Lite LLC and since June 2016 under Kahala Franchising

<b>Brand Name</b>	<b>Type of Restaurant Business</b>	<b>Number of Units as of November 30, 2019</b>	<b>Dates unit franchises began being offered by Kahala Franchising, MTY USA, or its affiliates</b>
Ranch One®	Restaurants specializing in grilled and crispy breaded chicken sandwiches	2 franchises	From 2001 until 2004 by Ranch *1 Group, Inc., from 2004 until 2010 by Kahala Franchise Corp., and since August 2010 under Kahala Franchising
Rollerz Rolled Sandwiches®	Restaurants serving gourmet rolled sandwiches, salads, soups and baked goods	1 franchise	From 2000 until 2004 by Rollerz Franchise Systems, L.L.C., from 2004 until March 2010 by Kahala Franchise Corp., and since August 2010 under Kahala Franchising
Samurai Sam's Teriyaki Grill®	Restaurants serving Japanese rice bowls and noodle bowls	12 franchises and 1 company-owned unit	From 2003 until 2004 by SP Franchising, Inc., from 2004 until 2010 by Kahala Franchise Corp., and since August 2010 under Kahala Franchising
Surf City Squeeze®	Juice bars serving smoothies, fruit drinks and nutritional supplements	73 franchises and 1 company-owned unit	From 1994 until 2004 by Malibu Smoothie Franchise Corp. and Surf City Squeeze Franchise Corp., from 2004 until March 2010 by Kahala Franchise Corp., and since August 2010 under Kahala Franchising
sweetFrog®	Restaurants offering frozen yogurt using a self-serve delivery format	248 franchises (238 in the United States and 10 international) and 21 licensed units	From September 2018 under MTY USA
TacoTime®	Restaurants serving freshly-prepared Mexican food including burritos, tacos, quesadillas and nachos	237 franchises (108 in the United States and 129 international) and 79 licensed units	From 2003 until 2004 by Taco Time International, Inc., from 2004 until March 2010 by Kahala Franchise Corp., and since August 2010 under Kahala Franchising
Thai Express®	Restaurants serving “Thai-style” foods and drinks	8 franchises and 1 company-owned unit	From February 2015 under MTY USA
The Counter®	Full service restaurants featuring build-your-own burgers, signature burgers, side dishes, sandwiches, and salads	30 franchises (24 in the United States and 6 international) and 1 company-owned units	From December 2017 under CB Franchise Systems, LLC and from March 2019 under MTY USA

<sup>1</sup>In addition, Tasti D-Lite LLC is an affiliate of Kahala Franchising that previously franchised the Tasti D-Lite frozen dessert brand. Kahala Franchising is now offering Tasti D-Lite products as a menu offering in Planet Smoothie restaurants. As of November 29, 2021 there were 2 Tasti D-Lite franchises in the United States.

Blimpie International, Inc. (“**BI**”) was a predecessor franchisor of the Blimpie brand. BI entered into a trademark distribution agreement with Blimpie of California, Inc. dated July 18, 1984, as amended (“**TDA**”) under which Blimpie of California, Inc. operates as a subfranchisor for the Blimpie brand in a portion of Southern California. The TDA was ultimately assigned from BI to Kahala Franchising. Blimpie of California, Inc. is not an affiliate of Kahala Franchising. As of November 29, 2021, there were four Blimpie franchises in operation in Blimpie of California, Inc.’s territory. As of the date of this Disclosure Document, the TDA is still in effect.

Except as described above, we have no other parents, predecessors or affiliates required to be disclosed in this ITEM 1.

### The Franchise Offered

We offer the right to operate one or more Papa Murphy’s Franchised Stores. A copy of the Franchise Agreement is attached to this Disclosure Document as Exhibit D. In certain items of this Disclosure Document we will refer to specific provisions of the Franchise Agreement. For the sake of brevity, “**FA**” will refer to the Franchise Agreement. For selected areas, and for qualified candidates, we may offer a Multiple Store Commitment (“**Multiple Store Commitment**”), attached to this Disclosure Document as Exhibit G.

We may periodically make changes to the systems, menu, standards, and facility, signage, equipment and fixture requirements. You may have to make additional investments in the Franchised Store periodically during the term of the Franchise Agreement if those types of changes are made or if your Franchised Store’s equipment or facilities wear out or become obsolete, or for other reasons (for example, as may be needed to comply with a change in the system standards or code changes). All Franchised Stores must be developed and operated to our specifications and standards.

Uniformity of products sold in Franchised Stores is important, and you will have no discretion in the products you sell. The Franchise Agreement is limited to a single, specific location, and we have the right to operate, franchise or license to others who may compete with you for the same guests.

The distinguishing characteristics of the Papa Murphy’s system include, for example, distinctive exterior and interior design, decor, color and identification schemes; special menu items; standards, specifications and procedures for operations, quality of products and services offered; training and assistance; and marketing, advertising and promotional programs, all of which we may change, supplement, and further develop.

Papa Murphy’s exists to enrich the everyday with unconventional moments of happiness not only because our take ‘n’ bake pizzas are made-to-order daily using only the freshest, wholesome ingredients but by providing exceptional service.

Papa Murphy’s offers guests a convenient, unparalleled experience for creating the best at-home meal experience. Along with fresh pizzas, Papa Murphy’s offers hand-crafted salads, sides, and desserts to complete the meal.

## The Papa Murphy's Concept

The Papa Murphy's experience is different from traditional pizza restaurants. Papa Murphy's guests:

- CREATE their fresh, personally customized pizza with high-quality ingredients;
- TAKE their fresh pizza home; and
- BAKE their pizza fresh in their ovens, at their convenience, for a home-cooked meal served hot.

Papa Murphy's was founded on the core values of "Great Quality, Great Value, and Great Guest Service" and we strive to deliver on these values every day.

- Great Quality: We have continually focused on quality since our founding and we believe guests can taste the difference. Unlike some of our competitors, we do not use pre-shredded or pre-packaged cheese and our dough is made from scratch daily, never frozen.
- Great Value: We offer a high-quality pizza at a value price point.
- Great Guest Service: We train our store crews to greet each guest, to promote the latest new products and to assist each guest in choosing the combination of fresh made pizzas and side items to complete their meal.

Papa Murphy's guests are the general public, however, we actively target solving the "dinnertime dilemma" by providing a scratch-made, customized, home-baked meal. The Papa Murphy's concept has broad appeal and is focused on freshness, quality and convenience. Papa Murphy's Stores:

- Make fresh dough in each store daily, starting with flour, water and yeast;
- Grate cheese daily from blocks of 100% whole-milk mozzarella cheese;
- Slice fresh, never frozen, vegetables by hand;
- Feature specialty, premium ingredients;
- Use only high-quality meats with no added fillers; and
- Provide a convenient, easy, meal-time solution.

Papa Murphy's Franchised Store models do not have pizza ovens, venting hoods or dining areas, average 1,400 square feet in size and do not require delivery drivers or wait staff. The stores are designed to highlight our high-quality ingredients, to reinforce the attributes of our brand and to maximize the guest's interaction with friendly team members.

The menu offers a variety of original, thin and stuffed crust pizzas as well as the ability to create a customized pizza by choosing crust, sauce and topping combinations. Currently, our menu offerings include the following:



- Signature pizzas: classic combinations plus some unique twists;
- Gourmet Delite pizzas: gourmet thin crust pizza with less fat and calories than our Signature pizzas;
- Stuffed pizzas: two-layer pizzas with meats and vegetables stuffed in two layers of dough;
- Fresh Pan pizzas: signature recipes with a thicker, buttery crust;
- “C.Y.O.” or Create Your Own pizzas: guest selection of crust, sauce and any combination of cheese, meat and vegetable toppings;
- Crustless pizzas: keto-friendly recipes; and
- Limited Time Offer promotions: new products are routinely introduced for a limited time to drive trial and awareness.

### General Market and Competition

We generally compete on the basis of product quality, variety, price, location, image, convenience, and service with regional and local pizza restaurants as well as national chains such as Domino’s Pizza<sup>®</sup>, Pizza Hut<sup>®</sup>, Papa John’s<sup>®</sup>, and Little Caesars Pizza<sup>®</sup>.

On a broader scale, we compete with other limited service restaurants (“**LSRs**”), the overall food service industry, grocery and convenience stores, and online meal kit delivery services. The food service industry, particularly LSRs, are competitive with respect to product quality, price, location, service and convenience. Many of our competitors have been in existence for longer periods of time and have developed stronger brand awareness in markets where we compete. Competition in these markets is not only for guests, but also for employees, management personnel, franchisees and real estate sites suitable for our stores. In addition, our competition may include supermarkets that sell frozen take-home pizzas and pizzerias offering sit-down, take-out and delivery food service. Other franchises and fast food outlets will also be sources of indirect competition.

In markets where we do not have a high level of brand awareness or many existing stores, we have offered investment, marketing, development and operational programs designed to promote brand awareness and enhance new store performance while incenting new store growth. While the specifics of these programs vary, in general they include purchasing media at a level consistent with a level afforded by a more developed market in conjunction with operational and marketing efforts to drive local awareness. These programs vary by the cost of media and needs of the market and may be altered or suspended at any time.

We create, produce and provide marketing and sales promotion materials. We attempt to negotiate group discount rates for the benefit of our franchisees for wholesale supplies, merchandise, and services.

## The Franchise Relations Pact

In 2017, Papa Murphy's and the franchisees adopted a Franchise Relations Pact to serve as guiding principles for the relationship. The Franchise Relations Pact is grounded in open communication and sharing of information to create an atmosphere of trust, respect and cooperation and to build a one-brand mentality for the success of all of the stakeholders of the Papa Murphy's brand.

## Industry Specific Regulations

We know of no legal regulations that relate specifically to our industry apart from those that relate to all food-related businesses. Many state and local laws require food service permits for those handling food. Your employees and you may need to pass a test to obtain such permits. There may be laws governing food storage, preparation and service, and inspections relating to these laws. You must comply with all local, state, and federal laws that apply to your operations including among others health (such as nutrition, menu labeling and health care), sanitation, no smoking, environmental (packaging, bottled water, etc.), Equal Employment Opportunity Commission, Occupational Safety and Health Administration, discrimination, employment, data security and privacy, tax, and sexual harassment laws. The Americans with Disabilities Act of 1990 requires readily accessible accommodations for disabled people and may affect your building construction, site design, entrance ramps, doors, bathrooms, etc. You must also obtain real estate permits, licenses, and operational licenses. Federal, state and local laws and regulations also regulate businesses handling food and food products, in particular refrigerated and frozen food items, and these laws and regulations will apply to your business. In addition, federal and state laws regulate the acceptance of USDA Electronic Benefit Transfer (food stamps) payments. You should carefully review these laws with your own attorney to be sure that you understand and comply with all of these requirements.

## Prior Business Experience

We have offered take and bake pizza franchises since 1995. Our predecessor, Papa Aldo's International, Inc., offered franchises beginning in 1982. Comurphyco Franchise Corporation, also a predecessor-in-interest, offered franchises from 1986. These companies merged into Papa Murphy's International, Inc., now known as Papa Murphy's International LLC, and we have been franchising under this name since 1995. We, or our affiliates, operate company-owned stores of the type being franchised. These stores are part of the Papa Murphy's franchise system and are listed in ITEM 20. We have not offered franchises for any other business, and have not engaged in any other business.

## **ITEM 2 BUSINESS EXPERIENCE**

### **Chief Executive Officer and Board of Managers: Eric Lefebvre**

Eric Lefebvre joined the Papa Murphy's Board of Managers in May 2019. In October 2019, Mr. Lefebvre was appointed Chief Executive Officer of Papa Murphy's. Mr. Lefebvre became Chief Executive Officer of MTY Food Group in November 2018. Prior to his promotion

to Chief Executive Officer, Mr. Lefebvre served as Chief Financial Officer of MTY Food Group since June 2012.

**Chief Financial Officer and Board of Managers: Renée St-Onge**

Renée St-Onge joined the Papa Murphy's Board of Managers in May 2019. In October 2019, Ms. St-Onge was appointed Chief Financial Officer of Papa Murphy's. Ms. St-Onge became Chief Financial Officer of MTY Food Group in November 2018. Prior to her promotion to Chief Financial Officer, Ms. St-Onge served as Controller of MTY Food Group since May 2012.

**Executive Vice President of Finance and Board of Managers: Nik Rupp**

Nik Rupp joined Papa Murphy's International LLC in April 2018 as Chief Financial Officer. Mr. Rupp was appointed to the Board of Managers in May 2019. In June 2019, his title changed to Executive Vice President of Finance. Mr. Rupp has been the Executive Vice President of Finance of MTY Franchising USA, Inc. since November 2019. Prior to joining Papa Murphy's, Mr. Rupp was with Specialized Bicycle Components, Inc. in Morgan Hill, California as Global Controller from January 2015 to March 2016, and Chief Financial Officer from March 2016 to February 2018.

**Senior Vice President of Guest Experience and Brand Marketing: Kim McBee**

Kim McBee joined Papa Murphy's International LLC in October 2019 as Senior Vice President of Guest Experience and Brand Marketing. Prior to joining Papa Murphy's, Ms. McBee was with Big O Tires, LLC in Denver, Colorado as Vice President of Marketing and Advertisement from April 2010 to September 2019 and as Director of Marketing from September 2008 to April 2010.

**Senior Vice President of Franchise Performance and Engagement: Shauna Walker**

Shauna Walker joined Papa Murphy's International, Inc., a Washington corporation, predecessor by merger to Papa Murphy's International, Inc., a Delaware corporation, now known as Papa Murphy's International LLC, in September 1995 on the Operations team where she served franchise owners through 2001. Since then, Ms. Walker has held leadership positions in Field Operations, Training, Advertising, and Field Marketing. Most recently she has led Support Center Operations as Vice President, Operations Services until she assumed her current role as Senior Vice President of Franchise Performance and Engagement in August 2021.

**Senior Vice President of Human Resources: Stephanie Richmond**

Stephanie Richmond joined Papa Murphy's International LLC in March 2013 as Senior Director of Human Resources. In July 2016, Ms. Richmond was promoted to Vice President of Human Resources. In June 2019 she was promoted to Senior Vice President of Human Resources.

**Senior Vice President of Legal and General Counsel and Board of Managers: Victoria Tullett**

Victoria Tullett joined Papa Murphy's International, Inc., a Washington corporation, predecessor by merger to Papa Murphy's International, Inc., a Delaware corporation, now known as Papa Murphy's International LLC, in July 2001 as our Corporate Attorney and has served in various positions including that of Chief Legal Officer since November 2012. In June 2019 her title changed to Senior Vice President of Legal and General Counsel and she was appointed to the Board of Managers.

**Vice President Brand Marketing and Innovation: Tracey Ayres**

Tracey Ayres joined Papa Murphy's International LLC in July 2019 as West Division Marketing Director and was promoted to Vice President of Brand Marketing and Innovation in October 2019. Prior to joining Papa Murphy's, Ms. Ayres was with Fidelum Partners located in Philadelphia, Pennsylvania from May 2018 to July 2019 as Principal Marketing Consultant. From September 2016 to May 2018, Ms. Ayres was with Aramark located in Philadelphia, Pennsylvania as Regional Field Marketing Director/Senior Director.

**Senior Vice President of Franchise Sales: John Wuycheck**

John Wuycheck has been Senior Vice President of Development with Kahala Brands, Inc. and MTY Franchising USA, Inc. located in Scottsdale, Arizona, since September 2014. As of April 2021, Mr. Wuycheck will act as a shared resource with Papa Murphy's International LLC, an affiliate of Kahala Brands, Inc. and MTY Franchising USA, Inc.

**Vice President of Operations: Dan Rudolph**

Dan Rudolph initially joined Papa Murphy's International LLC in May 2013 as a Market Coach and later as a Market Leader until August 2015. From August 2015 to December 2017 Mr. Rudolph was with L & H Arizona Ventures Inc., dba Papa Murphy's, located in Phoenix, Arizona as its Vice President of Operations. In February 2018 Mr. Rudolph rejoined Papa Murphy's as a Regional Business Leader. In October 2019, Mr. Rudolph was promoted to Director of Operations Excellence. In September 2020, Mr. Rudolph was promoted to Senior Director of Operations Excellence and in August 2021, Mr. Rudolph was promoted to Vice President of Operations.

**Senior Director of Franchise Sales: Shemar Pucel**

Shemar Pucel joined Papa Murphy's International LLC in November 2020 as Director of Franchise Sales and was promoted to Senior Director of Franchise Sales in February 2022. From October 2018 to August 2020, Ms. Pucel was with Kahala Brands and MTY Franchising USA, Inc. as Director of Development for sweetFrog Premium Frozen Yogurt & Samurai Sam's. From October 2015 to October 2018, Ms. Pucel was with SFF, LLC (formerly SweetFrog Enterprises, LLC) where she first served as Manager of Franchise Marketing and Development and was promoted to Director of Franchise Marketing and Development in August 2016.

### ITEM 3 LITIGATION

#### **Papa Murphy's International LLC Litigation**

DTD Pizza, LLC, et al. v. Papa Murphy's International LLC, et al. (Washington Superior Court (Clark County), Case No. 14-2-00904-0) and Mitch and Kristen Brink, Brink Holdings, Inc., et al. v. Papa Murphy's International LLC, et al. (Washington Superior Court (Clark County), Case No. 14-2-01743-3)

These two related actions were commenced in April 2014 and June 2014, respectively, by separate groups of current and former franchisees against us, certain members of our board of managers and executive team, and others in Washington Superior Court (Clark County), alleging misrepresentations involving financial performance representations in ITEM 19 of our franchise disclosure document the franchisees' local marketing obligations, among other things, and brought claims for violation of the Washington Franchise Investment Protection Act ("WFIPA"), fraud, negligent misrepresentation and breach of contract. These two actions were consolidated in September 2014 under Case Number 14-2-00904-0.

Each of the plaintiff groups have entered into settlements with Papa Murphy's in which they dismissed all of their claims against defendants with prejudice and the action was dismissed in June 2020. The settlements are as follows: (1) one plaintiff group dismissed its claims against Papa Murphy's for no consideration; (2) two plaintiff groups agreed to pay amounts ranging from \$5,000 to \$8,000 to Papa Murphy's and remained in the system; (3) Papa Murphy's agreed to pay one plaintiff group's advertising costs for one year, agreed to allow the franchisee to develop an additional franchise, and agreed to return the franchisee's initial development fee of \$10,000; (4) another plaintiff group agreed to remain in the system in exchange for Papa Murphy's paying 3.8% of the franchisees' sales towards local advertising for a period of two years and extending the franchise agreement's term for an additional ten years; (5) Papa Murphy's settled with fifteen different plaintiff groups and paid amounts ranging from \$10,000 per group to \$4 million per group; (6) Papa Murphy's agreed to purchase one plaintiff group's nine Papa Murphy's stores at an agreed upon value of the stores' assets plus \$500,000; and (7) Papa Murphy's agreed to purchase seven plaintiff groups' Papa Murphy's stores at an agreed upon value of the stores' assets.

Rob & Bud's Pizza, LLC v. Papa Murphy's International, Inc., et al. (United States District Court for the Western District of Washington, Case No. 5:15-cv-05090-TLB)

In spring 2015, Papa Murphy's sent a notice of default to plaintiff for alleged defaults under the plaintiff's franchise agreements. In response, on April 17, 2015, the plaintiff brought an action seeking a declaratory judgment and injunction preventing Papa Murphy's from terminating the franchises. The plaintiff subsequently added claims in the case alleging that Papa Murphy's tortiously interfered with the plaintiff's employees and negligence in how Papa Murphy's handled the plaintiff's customer database, and sought compensatory damages, punitive damages and costs in an unspecified amount. The plaintiff was also a plaintiff in the LMP case described above. The case has been dismissed with prejudice as part of a settlement with plaintiff in this case and the LMP case under which Papa Murphy's purchased plaintiff's nine Papa Murphy's stores at an agreed upon value of the stores' assets plus \$500,000.

**LITIGATION INVOLVING MTY, MTY USA, AFFILIATES AND THEIR  
PREDECESSORS**

**Purav Enterprises, LLC, Balwant Bahia, and Paramjit Samra v. The Extreme Pita Franchising USA, Inc., EP Development, Inc., and Feisal Ramjee (Superior Court of the State of Washington for King County, Case No. 15-2-15120-7)**

On June 22, 2015, Purav Enterprises, LLC, Balwant Bahia, and Paramjit Samra (collectively “Plaintiffs”), filed a complaint against The Extreme Pita Franchising USA, Inc., EP Development, Inc. and Feisal Ramjee (collectively “Defendants”). Plaintiffs alleged (i) violations under the Franchise Investment Protection Act in the State of Washington (“FIPA”); (ii) misrepresentation by the Area Developer of the financial performance of the franchise, omissions of mandatory and material information and inherently misleading information that were material factors in the Plaintiff’s purchase of the franchise; and (iii) the Area Developer was not a registered broker in the State of Washington. Plaintiffs sought: (i) rescission of the franchise agreement, the corresponding personal guarantee and related agreements; (ii) treble damages under FIPA; and (iii) costs and attorney’s fees. The parties entered into a settlement agreement on March 11, 2016, in which Defendants paid Plaintiffs the sum of \$20,000. The matter was dismissed on March 16, 2016.

**9276-2665 Quebec Inc., Lynda Larrivée v. MTY Tiki Ming Enterprises Inc., Iad (Eddy) Hassan, Habitations Matrik Inc. (Superior Court of Quebec 500-17-104982-189)**

On August 6, 2018, 9276-2665 Quebec Inc. (“Plaintiff Quebec Inc.”) and Lynda Larrivée (collectively “Plaintiffs”) filed a Statement of Claim against MTY Tiki Ming Enterprises Inc., Iad (Eddy) Hassan and Habitations Matrik Inc. (collectively “Defendants”). Plaintiffs allege: (i) false representations regarding system sales and projected sales for the outlet and business values; (ii) Defendants withheld material information and that as a result the Plaintiffs suffered damages; and (iii) representatives of the Franchisor are responsible for defects in the construction of the outlet. Plaintiffs sought: (i) to order the Defendants MTY Tiki Ming Enterprises Inc. and Hassan, jointly and severally to pay the Plaintiffs the sum of \$251,935.00 in damages for the years of operation ending in 2017, including the year 2017, resulting from false representations and fraudulent maneuvers by the Defendants on the situation financing of the Thai Express banner, plus interest at the legal rate and the additional indemnity provided for in Article 1619 of the Civil Code of Quebec as of February 27, 2018; (ii) to order the Defendants jointly and severally to pay the Plaintiffs the sum of \$54,978.22 for the payment of the work carried out following the negligence and nonrespect by the Defendants of the plans and specifications, of the construction and the arrangement of the restaurant, plus the interests at the legal rate plus the additional indemnity provided for in Article 1619 of the Civil Code of Quebec as of February 27, 2018; (iii) to condemn the Defendants jointly and severally to pay the Plaintiffs, for the troubles, annoyances and inconveniences that their wrongful behavior caused the Plaintiffs, the sum of \$36,944.03 plus interest at the legal rate, and the additional indemnity provided for in Article 1619 of the Civil Code of Quebec as of February 27, 2018; (iv) cancel the franchise agreement signed in 2015 following the change in shareholding with the Plaintiff Quebec Inc.; (v) cancel the general discharge signed by the Plaintiffs in 2015 following the change in shareholding with the Plaintiff Quebec Inc.; (vi) to declare the franchise contract signed on May 1, 2013 between the Plaintiffs and the Defendant MTY Tiki Ming Enterprises Inc. as the one and only contract governing the

contractual relationship between the parties; and (vii) all with legal costs, including expert fees. On March 3, 2019 Defendants filed their Answer denying all allegations cited in Plaintiffs' complaint. On May 16, 2019, Plaintiffs' counsel ceased its representation. On July 6, 2020, Plaintiffs amended their claim and alleged (i) false representations regarding system sales and projected sales for the outlet and business values; (ii) Defendants withheld material information and that as a result Plaintiffs suffered damages; and (iii) representatives of the franchisor are responsible for defects in the construction of the outlet. Plaintiffs are seeking: (i) to order Defendants, jointly and severally, to pay Plaintiffs the sum of \$251,935.00 in damages for the years of operation ending in 2017, including the year 2017, resulting from alleged false representations and fraudulent maneuvers by Defendants on the situation financing of the Thai Express banner, plus interest at the legal rate and the additional indemnity provided for in Article 1619 of the Civil Code of Quebec as of February 27, 2018; (ii) to order Defendants, jointly and severally, to pay Plaintiffs the sum of \$54,978.22 for the payment of the work carried out following the negligence and non-respect by Defendants of the plans and specifications of the construction and the arrangement of the restaurant, plus interest at the legal rate and the additional indemnity provided for in Article 1619 of the Civil Code of Quebec as of February 27, 2018; (iii) to condemn Defendants, jointly and severally, to pay Plaintiffs, for the troubles, annoyances and inconveniences that their alleged wrongful behavior caused Plaintiffs, the sum of \$36,944.03, plus interest at the legal rate and the additional indemnity provided for in Article 1619 of the Civil Code of Quebec Inc. as of February 27, 2018; (iv) to order, Defendants, jointly and severally, to pay Plaintiffs the sum of \$56,000.00 for the payment of the work to be carried out following the alleged negligence and non-compliance by Defendants with the plans and specifications, the construction, and the renovation of the restaurant, plus interest at the legal rate and the additional indemnity provided for in Article 1619 of the Civil Code of Quebec as of December 14, 2019; (v) to cancel the franchise contract signed in 2015 with the change in shareholding with Plaintiff Quebec Inc.; (vi) to cancel the general discharge signed by Plaintiffs in 2015 following the change in shareholding with Plaintiff Quebec Inc.; (vii) to declare the franchise contract signed on May 1, 2013 between Plaintiffs and Defendant MTY Tiki Ming Enterprises Inc. as the one and only contract governing the contractual relationship between the parties; (viii) to award Plaintiffs all legal costs, including expert fees. Defendants vehemently deny the allegations made and will continue to vigorously defend the matter. Trial is set for October 2022.

2423950 Ontario, Inc. and Sylvie Louchez v. MTY Tiki Ming Enterprises Inc., Stanley Ma and Claude St-Pierre (Ontario Superior Court of Justice, Court File No. CV-17-584365)

On October 13, 2017, 2423950 Ontario, Inc. and Sylvie Louchez ("Applicants") filed a Notice of Application against MTY Tiki Ming Enterprises Inc., Stanley Ma and Claude St-Pierre (collectively "Respondents"). Applicants alleged breach of the Wishart Act. Applicants sought: (i) a declaration that MTY Tiki Ming Enterprises Inc. is a franchisor as defined in the Wishart Act; (ii) a declaration that Stanley Ma and Claude St Pierre are each "franchisor's associates" as defined in the Wishart Act; (iii) a declaration that the Respondents were obligated to provide Applicants with a disclosure document and failed to do so; therefore, giving rise to a right to rescind the agreement; (iv) a declaration that any agreement (including the franchise agreement and sublease) relating to the franchise between the parties was rescinded by Notice of Rescission dated April 14, 2016; (v) an Order requiring Respondents to indemnify Applicants for any payments due to Respondents; (vi) damages jointly and severally in the amount of \$269,863; (vii) in addition or in the alternative damages in the amount of \$269,863 from the Respondents jointly and severally

pursuant to Sections 7 and 8 of the Wishart Act for the alleged failure to comply with Section 5 of the Wishart Act; (viii) a declaration that Respondents are jointly and severally liable to Applicants pursuant to Sections 7 and 8 of the Wishart Act; (ix) pre-judgment interest and post-judgment interest in accordance with the provisions of the Courts of Justice Act, RSO 1990 c. C-43; (x) costs of the application on a full indemnity basis, including HST and any other applicable taxes; and (xi) any other relief the Court deems fit. On December 6, 2018 the parties executed a full and final mutual release in which Applicants assigned the assets of the franchised business to Respondents and Respondents agreed to pay Applicants \$120,000 to settle the matter in full.

9299-7626 Quebec Inc., Martin Belley and Carole Tremblay v. Les Entreprises MTY Tiki Ming Inc. (Superior Court of Chicoutimi, Quebec, Case No. 150-17-003520-175)

On August 4, 2017, 9299-7626 Quebec, Inc., Martin Belley and Carole Tremblay (collectively “Plaintiffs”) filed a Statement of Claim against MTY Tiki Ming Enterprises Inc. (“Defendant”). Plaintiffs alleged (i) misrepresentation; and (ii) failure to act in good faith and fair dealing. Mediation occurred in January 2018 but was not successful. On January 28, 2019 Defendant filed its Answer and vehemently denied the allegations. On December 16, 2019 the trial began; however, the parties chose to settle on December 17, 2019. Defendant agreed in the settlement to grant one year of royalty relief of 1.5% to Plaintiffs; \$2,000 to assist in food delivery; \$2,000 reimbursement for digital media advertising; and assistance in negotiating a possible rent reduction with the landlord.

In the Matter of SweetFrog Enterprises, LLC f.k.a. Imagination Enterprises, Inc., d/b/a Sweet Frog, Administrative Proceeding Before the Securities Commissioner of Maryland (Case No. 2012-0055)

As a result of an inquiry into the franchise related activities of SweetFrog Enterprises, LLC (“SFE”), the Maryland Securities Commissioner (“Commissioner”) concluded that grounds existed to allege that SFE violated the registration and disclosure provisions of the Maryland Franchise Law in relation to the offer and sale of certain license agreements. SFE acknowledged that those license agreements constituted franchises as defined under the Maryland Franchise Law. SFE represented that it entered into license agreements with eight Maryland licensees during the time it was not registered to offer and sell franchises in Maryland. On August 29, 2012, the Commissioner and SFE agreed to enter into a consent order whereby SFE, without admitting or denying any violations of the law, agreed to: (i) immediately and permanently cease from the offer and sale of franchises in violation of the Maryland Franchise Law; (ii) file and diligently pursue an application for an initial franchise registration in Maryland relating to the license agreements it offered and sold to Maryland licensees; and (iii) to offer to rescind the license agreements of all Maryland licensees to whom it sold unregistered franchises. We are not aware of any licensees that accepted the rescission and have made a good faith effort to obtain that information.

Sun Yop Cho v. Imagination Enterprises, Inc., American Arbitration Association (Case No. 16 114 Y 00250 13)

On May 15, 2013, Sun Yop Cho (“Claimant”), a sweetFrog licensee, filed an arbitration action against Imagination Enterprises, Inc., predecessor to SweetFrog Enterprises, LLC (“Respondent”). Claimant asserted that: (i) Respondent breached the license agreement by



violating the territorial exclusivity provision in the license agreement; (ii) Respondent violated the Virginia Retail Franchising Act; and (iii) Respondent breached an alleged oral promise to partner with Claimant in developing a sweetFrog shop in Leesburg, Virginia. Claimant sought: (i) damages in the amount of \$900,000; (ii) attorneys' fees; (iii) reformation of the license agreement; and (iv) injunctive relief. Respondent vehemently disputed Claimant's claims. On December 13, 2013, Claimant and Respondent entered into an agreement pursuant to which (i) the parties settled their disputes and jointly dismissed the arbitration proceeding with prejudice; and (ii) Respondent repurchased Claimant's License Agreement and acquired the assets of his sweetFrog shop for a total price of \$504,162.63.

Sweet Frog Stony Brook Inc. and Sweet Frog Babylon, Inc. v. SweetFrog Enterprises, LLC; SFF, LLC and Ki Young Cha a/k/a Derek Cha (United States District Court, Eastern District of New York, Case No. 2:14-cv-02356-JS-WDW)

On April 11, 2014, Sweet Frog Stony Brook, Inc. and Sweet Frog Babylon, Inc. (collectively "Plaintiffs"), two sweetFrog franchisees, filed a lawsuit against SweetFrog Enterprises, LLC, SFF, LLC (collectively, "Franchisor"), and Ki Young Cha a/k/a Derek Cha (collectively with Franchisor "Defendants"). The Plaintiffs alleged that Defendants: (i) violated the New York Franchise Sales Act; (ii) violated the New York General Business Law § 680, *et seq.* ("NYFSA") by making unauthorized and fraudulent pre-sale financial performance representations; and (iii) failed to register the franchise offering with the New York Attorney General prior to entering into franchise agreements with the Plaintiffs. The Plaintiffs demanded: (i) damages in excess of \$685,000; (ii) rescission of their franchise agreements; and (iii) recovery of their attorneys' fees. Defendants disputed the Plaintiffs' claims but agreed to mediate the dispute. Prior to the deadline to respond to the complaint, on July 29, 2014, the parties entered into an agreement pursuant to which: (i) the Plaintiffs would attempt to sell their franchised shops and transfer their franchise agreements to any third party(ies) approved by Franchisor before November 1, 2014; and (ii) if the Plaintiffs were unable to identify a suitable buyer for their franchised shops by November 1, 2014, the parties agreed to mutual termination of the franchise agreements and that Franchisor would purchase the equipment from each franchised shop at a price of \$50,000 for each shop. The case was dismissed with prejudice on August 6, 2014.

Tri Star Consulting Group, Inc. and Sweet Frog Hauppauge, Inc. v. SweetFrog Enterprises, LLC, SFF, LLC, Ki Young Cha a/k/a Derek Cha (United States District Court, Eastern District of New York, Case No. 2:14-cv-02228-ADS-AKT)

On April 9, 2014, Tri Star Consulting Group, Inc., a licensee and area developer of SweetFrog Enterprises, LLC ("Plaintiff Tri Star"), and Sweet Frog Hauppauge, Inc., a licensee of SweetFrog Enterprises, LLC ("Plaintiff Hauppauge") (Plaintiff Tri Star and Plaintiff Hauppauge will collectively be referred to as "Plaintiffs"), filed a lawsuit against SweetFrog Enterprises, LLC ("Defendant SweetFrog"), SFF, LLC ("Defendant SFF") and Ki Young Cha a/k/a Derek Cha (collectively "Defendants"). Plaintiff Tri Star alleged Defendant SweetFrog breached its license/area development agreement with Plaintiff Tri Star by: (i) terminating the license agreement/area development agreement for nonpayment of royalty fees; (ii) licensing to Defendant SFF the right to sell franchises in New York City, Plaintiff Tri Star's development territory; and (iii) failing to pay fees allegedly owed to Plaintiff Tri Star related to the operation of franchised sweetFrog locations within Plaintiff Tri Star's development territory. Plaintiff Tri Star sought:

(i) damages in excess of \$75,000; (ii) a declaration that it was not in default of the license/area development agreement; (iii) a declaration that Defendant SweetFrog was obligated to pay fees to Plaintiff Tri Star based on revenues of all franchised sweetFrog locations in New York City; (iv) an order enjoining Defendant SFF from selling franchises in New York City; and (v) recovery of its attorneys' fees. Prior to the deadline to respond to the complaint, on September 9, 2014, Plaintiff Tri Star and Defendants entered into an agreement pursuant to which (1) the parties agreed to mutual termination of Plaintiff Tri Star's license/area development agreement; (2) Defendant SweetFrog agreed to pay Plaintiff Tri Star \$19,830.58; (3) Defendant SFF agreed to pay Plaintiff Tri Star an ongoing commission equal to 2% of the net sales of all franchised sweetFrog locations in New York City through November 2031; and (4) Plaintiff Tri Star agreed not to operate any competitive business in New York City for so long as Defendant SFF was obligated to make commission payments to Plaintiff Tri Star.

Plaintiff Hauppauge asserted that Defendants: (i) violated the New York Franchise Sales Act (ii) violated the New York General Business Law § 680, *et seq.* ("NYFSA"); (iii) committed fraudulent and negligent representations by making unauthorized and fraudulent pre-sale financial performance representations; and (iv) failed to register the franchise offering with the New York Attorney General prior to entering into franchise agreements with the Plaintiffs. Plaintiff Hauppauge sought (i) damages in excess of \$330,000; (ii) rescission of its license agreement, and (iii) recovery of its attorneys' fees. Defendants disputed the Plaintiffs' claims but agreed to mediate the dispute. Prior to the deadline to answer or otherwise respond to the complaint, on September 9, 2014, Plaintiff Hauppauge and Defendants entered into an agreement pursuant to which (i) the parties agreed to mutual termination of Plaintiff Hauppauge's license agreement; and (ii) Defendant SweetFrog agreed to pay Plaintiff Hauppauge \$75,000. The case was dismissed with prejudice on September 20, 2014.

Urquieta Sweet Frog, LLC and Ana Urquieta v. SweetFrog Enterprises, LLC d/b/a SFF, LLC (American Arbitration Association, Case No. 01 14 0001 8086)

On December 23, 2014, Urquieta Sweet Frog, LLC and Ana Urquieta, a former sweetFrog franchisee and its owner (collectively "Plaintiffs"), filed a Demand for Arbitration against SweetFrog Enterprises, LLC ("Defendant"). Plaintiffs alleged Defendant engaged in: (i) fraud; (ii) unfair practices; and (iii) deceptive actions. On February 2, 2015, Defendant timely filed an Answer and Counterclaim and denied all allegations, and further asserted a counterclaim against Plaintiffs for unpaid royalties. This matter was settled in December 2015. Under the settlement, Defendant agreed to pay Plaintiffs \$300,000 and the parties executed mutual releases.

SFF, LLC v. Carmel Village Yogurt Company LLC (City of Richmond, Virginia Circuit Court, Case No. CL16-3927)

On August 29, 2016, SFF, LLC ("Plaintiff") filed a lawsuit against three sweetFrog franchisee entities, Carmel Village Yogurt Company LLC ("Defendant Carmel YC"), Huntersville Yogurt Company, LLC ("Defendant Huntersville YC"), and Mooresville Yogurt Co, LLC ("Defendant Mooresville YC"), and their main member, Steve Anto ("Defendant Anto"); (all named Defendants collectively referred to as the "Anto Defendants"). Plaintiff alleged: (i) Defendant Carmel YC breached its franchise agreement through its unauthorized closure of its franchised shop; and (ii) as a result of the breach, Plaintiff had the contractual right to terminate

Defendant Carmel YC's franchise agreement, and cross terminate the franchise agreements of Defendant Huntersville YC and Defendant Mooresville YC. Plaintiff sought (i) declaratory judgment that the three franchise agreements had terminated; (ii) specific performance of the Anto Defendants' post-termination obligations; (iii) damages for past due fees; (iv) lost future royalties in excess of \$116,000; and (v) recovery of its attorneys' fees. In response to Plaintiff's complaint, the Anto Defendants denied Plaintiff's claims, and asserted counterclaims against Plaintiff and alleged: (i) Defendant Carmel YC's franchise agreement was unenforceable and, alternatively, that Plaintiff was in breach of Defendant Carmel YC's franchise agreement due to Plaintiff's allowance of another franchisee to open a shop within three miles of Defendant Carmel YC's shop. The Anto Defendants sought: (i) a declaratory judgment that they were not in default of their franchise agreements; (ii) damages of not less than \$425,000; and (iii) recovery of their attorneys' fees. Plaintiff denied the Anto Defendants' claims and filed a demurrer and pleas in bar seeking to have those claims dismissed. Prior to the court hearing and ruling on Plaintiff's motion, the parties entered into an agreement pursuant to which; (i) the parties acknowledged the valid termination of Defendant Carmel YC's franchise agreement; (ii) Defendant Carmel YC transferred the assets of its business to Plaintiff and Plaintiff paid Defendant Carmel YC \$25,000; (iii) Plaintiff reinstated Defendant Huntersville YC's and Defendant Mooresville YC's terminated franchise agreements; and (iv) Plaintiff granted Defendant Anto the right to develop a new sweetFrog shop at a mutually acceptable location on or before November 8, 2018. The case was dismissed with prejudice on December 15, 2016.

#### State of Maryland Determination (Case No. 2012-0073)

In February 2012, the State of Maryland alleged that during the period January 1, 2009 to November 26, 2009 Triune, LLC ("Triune") (i) did not retain signed acknowledgements of receipt reflecting the dates that its Franchise Disclosure Document was delivered to certain Maryland residents and non-residents; (ii) sold franchises to certain Maryland residents and non-residents without providing them with a copy of a 2009 Franchise Disclosure Document; (iii) sold franchises to certain Maryland residents and non-residents without providing them with a copy of a 2009 Franchise Disclosure Document that contained its 2008 financial statements with a going concern note from its auditors resulting from the unfavorable financial condition of its parent company; and (iv) sold franchises to certain Maryland residents and non-residents without including, or abiding with, a deferral condition in their franchise agreements that was imposed upon it by the State of Maryland, all as required by the Maryland Franchise Registration and Disclosure Law (the "Maryland Law") and in violation of the Maryland Law. Without admitting or denying the allegations, in September 2012, Triune voluntarily entered into a Consent Order with the Office of the Attorney General of Maryland and agreed to: (i) not violate the Maryland Law in the future, (ii) pay the Office of the Attorney General the sum of \$50,000 as a civil penalty, (iii) retain copies of all acknowledgments of receipt confirming dates that prospective Maryland franchisees received any Maryland Franchise Disclosure Documents, (iv) comply with the disclosure and antifraud provisions of the Maryland Franchise Law and the record keeping and escrow requirements of the Code of Maryland Regulations; and (v) send a copy of the Consent Order to certain Maryland franchisees.

## State of Virginia Determination; Case No. SEC-2012-00027

In February 2012, the Division of Securities and Retail Franchising of the State Corporation Commission (the "Commission") alleged that during 2009 Triune, LLC ("Triune") (i) offered or sold franchises in Virginia in 2009 that were not registered under the Virginia Retail Franchising Act (the "Virginia Act"); (ii) offered or sold franchises in Virginia without disclosing that it was not registered to do so; (iii) failed to provide material information regarding the parent company's unfavorable financial condition and the potential impact that it could have on Triune as stated in a going concern note in its 2008 financial statements from its auditors; and (iv) failed to provide a prospective franchisee with a copy of its Franchise Disclosure Document as required by rule or order of the Commission at least 14 calendar days before the prospective franchisee signed a binding agreement or made any payment to it in connection with the sale or offer to sell a franchise in Virginia. Without admitting or denying the allegations, on November 26, 2012, Triune voluntarily entered into a Settlement Order with the Commission and agreed to (i) not violate the Virginia Act in the future; (ii) pay Virginia the sum of \$25,000 as a penalty and the sum of \$5,000 to defray the Commission's costs of investigation; (iii) offer certain Virginia franchisees a refund of their initial franchise fees; and (iv) send a copy of the Settlement Order to certain Virginia franchisees.

## New York Department of Law

In May 1992, Blimpie Associates, Ltd. and Joseph Dornbush (formerly the President of Blimpie) (collectively "Respondents"), responded to a claim by the New York Department of Law that it had sold franchises during a period of time when Blimpie's prospectus had not been updated by amendment. Without the admission of any wrongdoing, Respondents consented to the entry of an order in which Respondents agreed to (i) entry of a judgment enjoining them from further violations of the New York Franchise Sales Act, and (ii) pay the sum of \$18,000 to the State of New York as an additional allowance. Respondents paid the \$18,000 in May 1992 and executed the consent judgment on August 25, 1992.

## In the Matter of Maui Wowi Franchising, Inc., Before the Securities Commissioner of Maryland (Case No. 2005-0651)

On November 11, 2005, Maui Wowi Franchising, Inc. ("MWF"), the predecessor franchisor of the Maui Wowi brand entered into a Consent Order with the Securities Commissioner of Maryland ("Commissioner") resulting from MWF inadvertently entering into four franchise agreements with Maryland residents ("Maryland Franchisees") after its registration in Maryland expired on June 9, 2004. The Consent Order required MWF to (i) cease and desist from the offer and sale of unregistered franchises in Maryland; (ii) diligently pursue the completion of its then pending application to register its Offering Circular in Maryland; (iii) develop and implement new franchise law compliance procedures to ensure future compliance with the registration and disclosure provisions of Maryland Franchise Law; and (iv) enroll an officer and a franchise compliance person in a franchise law compliance training program. Upon notification by the Commissioner, MWF sent to the Maryland Franchisees the registered Offering Circular, a copy of the Consent Order, and a letter notifying the Maryland Franchisees that they could rescind their franchise agreements.

In the Matter of Maui Wowi Franchising, Inc., Before the Securities Commissioner of Maryland,  
(Case No. 2007-0194).

On September 12, 2007, Maui Wowi Franchising, Inc. (“MWF”) the predecessor franchisor of the Maui Wowi brand, entered into a Consent Order with the Maryland Commissioner resulting from MWF inadvertently entering into two franchise agreements with two Maryland residents ( “Second Maryland Franchisees”) without delivering to them the appropriate Offering Circular. MWF was registered in the State of Maryland at the time of the offer and sale with an Offering Circular containing certain specific information required only by Maryland law. At the same time, MWF used a second form of Offering Circular in other states that did not contain all of the information required by Maryland law. Prior to the execution of the franchise agreements with the Second Maryland Franchisees, MWF inadvertently delivered to them the Offering Circular that did not contain the Maryland-specific information. MWF subsequently reported these mistakes to the Commissioner. The Consent Order required MWF to (i) cease and desist from the offer and sale of franchises in Maryland in violation of the Maryland Franchise Law; (ii) diligently pursue the completion of its then pending application to register its Offering Circular in Maryland; (iii) implement additional compliance measures to ensure future compliance with the Maryland Franchise Law; (iv) employ an approved franchise law compliance training program or trainer to monitor MWF’s franchise activities in Maryland for two years; and (v) reimburse the Maryland Attorney General for its investigation and resolution costs in the total amount of \$2,500. Additionally, MWF was required to provide to the Second Maryland Franchisees the registered Offering Circular, a copy of the Consent Order, and a letter notifying the Second Maryland Franchisees that they have a right to rescind their franchise agreements. The Commissioner and MWF subsequently entered into an Amended Consent Order in which MWF elected to withdraw from the State of Maryland instead of employing a compliance monitor, with the agreement to employ a monitor if MWF was to re-register in the State of Maryland.

Other than these actions, no litigation is required to be disclosed in this Disclosure Document.

**ITEM 4  
BANKRUPTCY**

No bankruptcy is required to be disclosed in this Disclosure Document.

**ITEM 5  
INITIAL FEES PAID TO THE FRANCHISOR**

**Franchise Agreement**

You must pay us a Franchise Fee of \$25,000 when you sign the Franchise Agreement for the purchase of your Franchised Store. Except where otherwise noted, the Franchise Fee is not refundable. In the past, we have waived franchise fees in limited circumstances. We reserve the right to increase or decrease the Franchise Fee at any time.

If this is your first Franchised Store, you must work in an existing Papa Murphy’s Store for a test period of up to approximately 30 hours within 30 days of signing the Franchise Agreement (“**In-Store Compatibility Check**”). We do not pay you any compensation or give

you any benefits or insurance coverage while you work during the In-Store Compatibility Check. You or we may decide for any reason to terminate the Franchise Agreement at any time during the In-Store Compatibility Check. If you terminate the Franchise Agreement during the In-Store Compatibility Check, we will return the Franchise Fee less \$5,000, subject to compliance with the Franchise Agreement. If we terminate the Franchise Agreement during the In-Store Compatibility Check, we will return the entire Franchise Fee. If this is your first Franchised Store and it is pursuant to a transfer agreement, and you terminate during the In-Store Compatibility Check, we will return the Transfer Fee, less \$5,000. In the event the Transfer Fee is less than \$5,000, we will retain the entire Transfer Fee. If this is your first Franchised Store and it is pursuant to a transfer agreement, and we terminate during the In-Store Compatibility Check, we will return the entire Transfer Fee. In the case of termination or revocation, you will be bound by and must confirm, before receiving your refund, your post-termination obligations, including but not limited to nondisclosure, noncompetition, indemnity and mutual releases. You must also sign a Termination, Mutual Release, and Confidentiality Agreement releasing us from all claims. The Franchise Fee and the Transfer Fee are otherwise nonrefundable and are deemed fully earned.

In our latest fiscal year ended November 29, 2021, our actual range of Franchise Fees payable was \$0 to \$25,000.

### **Multiple Store Commitment**

For qualified candidates, we may grant a franchisee the right to develop multiple stores pursuant to a Multiple Store Commitment Letter and Amendment to Franchise Agreements. The nonrefundable multiple store fee (“**Multiple Store Fee**”) for a Multiple Store Commitment is \$25,000 for each store and is due upon signing. If you sign a Multiple Store Commitment Letter and Amendment to Franchise Agreement, you will also sign a Franchise Agreement for each Franchised Store under the Multiple Store Commitment.

The Multiple Store Fee is deemed fully earned upon receipt and not refundable in whole or in part under any circumstances, even if you fail or are unable to open any of the Franchised Stores provided for under the Multiple Store Commitment Letter and Amendment to Franchise Agreements.

### **Extension Fee**

If you cannot develop and open the Franchised Store within one year after signing the Franchise Agreement, you may request in writing that we approve an extension of up to six months within which you must open the Franchised Store. You must pay us a non-refundable extension fee of Two Thousand Five Hundred Dollars (\$2,500) when you request the extension regarding the Franchised Business.

### **Development Billing Agreement**

Separately, we may require you to enter into a “**Development Billing Agreement**” in substantially the form set forth in Exhibit L attached to this Disclosure Document. Under the Development Billing Agreement, we will pay on your behalf various third party vendors for the development of the Franchised Store. You will place funds in a specified bank account and authorize us to access such account electronically to pay third party vendors for various costs

related to the build-out and new store marketing/grand opening spend of the Franchised Store. We will not be liable for any vendor-related costs associated with Franchised Store development and you must indemnify us from all damages, claims and expenses in providing this service to you. The amount you may be required to reimburse us for payments we make under the Development Billing Agreement will range from \$135,594 to \$237,689. Such amounts you pay to us are non-refundable.

### **Military Discount**

We currently are offering an incentive program to active military personnel and veterans who were honorably discharged from the United States Armed Forces who meet our other qualifications. If you qualify for the military program, you will pay a reduced Franchise Fee. We reserve the right to modify or cancel this program at any time.

### **Heroes Program**

We currently are offering an incentive program to law enforcement officers, medical doctors, nurses, emergency medical technicians and fire fighters who meet our other qualifications. If you qualify for the Heroes Program, you will pay a reduced Franchise Fee. We reserve the right to modify or cancel this program at any time.

### **Store Manager to Ownership Transfer Program**

We currently are offering a program for Papa Murphy’s store managers with a minimum of 24 months of experience as a Papa Murphy’s store manager. If you qualify for this program, we may waive the Transfer Fee and provide other additional incentives.

## **ITEM 6 OTHER FEES**

<b>OTHER FEES</b>			
<b>Type of Fee<sup>1</sup></b>	<b>Amount</b>	<b>Due Date</b>	<b>Remarks</b>
Royalty Fee <sup>2</sup>	5% of your weekly Net Sales <sup>3</sup>	Each week for the prior week	We require an Automated Clearinghouse (“ACH”) authorization that allows us to automatically deduct the fee from your Franchised Store bank account each week based upon your reports of Net Sales. (See Exhibit I.)
Brand Marketing Fee <sup>4</sup>	2% of your weekly Net Sales <sup>3</sup>	Each week for the prior week	We require an ACH authorization that allows us to automatically deduct the fee from your Franchised Store bank account each week based upon your reports of Net Sales. (See Exhibit I.)
Local Marketing and Promotion and Regional Cooperative Advertising <sup>5</sup>	Minimum of the greater of 5% of your Net Sales <sup>3</sup> or \$2,000 during each month	You must spend this amount each month	See Note 5. Company-owned stores have the same voting rights as Franchised Stores in these cooperatives.

<b>OTHER FEES</b>			
<b>Type of Fee<sup>1</sup></b>	<b>Amount</b>	<b>Due Date</b>	<b>Remarks</b>
Online Ordering Fee	\$0.35 per online transaction	Each week for the prior week	We require an ACH authorization that allows us to automatically deduct the Online Ordering Fee from your Franchised Store bank account each week based upon the number of online ordering transactions completed. We may increase this fee not to exceed 5% in any 12-month period, upon reasonable notice. (See Exhibit I.)
Marketing Kits <sup>6</sup>	\$45 to \$500	As incurred	We require an ACH authorization that allows us to automatically deduct the fee from your Franchised Store bank account. (See Exhibit I.)
Customer Relations Management <sup>7</sup>	\$15 to \$21 per month	Monthly	We require an ACH authorization that allows us to automatically deduct the fee from your Franchised Store bank account. (See Exhibit I.)
Loyalty Program <sup>8</sup>	\$53 per month	Monthly	We require an ACH authorization that allows us to automatically deduct the fee from your Franchised Store bank account. (See Exhibit I.)
Food Service Incident Management <sup>9</sup>	\$3 per month	Monthly	We require an ACH authorization that allows us to automatically deduct the fee from your Franchised Store bank account. (See Exhibit I.)
Audit <sup>10</sup>	The costs of conducting an audit, plus related expenses	As incurred	Payable only if audit shows an understatement of Net Sales reported. You must bear the cost of providing copies of books, records and documents to us or our representatives.
Insurance	Your insurance must include at a minimum comprehensive general liability coverage, including products liability coverage, in amount of at least \$2,000,000 per occurrence and business automobile liability insurance in an amount of at least \$1,000,000 per occurrence. You must name us as an additional insured.	As incurred	Payable to us only if you fail to purchase the required insurance and we purchase it for you.
Transfer Fee	\$25,000 less \$2,500 times the number of full years remaining on the initial term of the Franchise Agreement; or, if the transfer occurs during a successive term, \$25,000 less \$2,500 times the number of full years remaining on the Successive Franchise	Upon execution of the Franchise Agreement	Transfer is contingent upon satisfaction of other requirements. (See ITEM 17 below.)



OTHER FEES			
Type of Fee <sup>1</sup>	Amount	Due Date	Remarks
	Agreement, but in no event less than \$12,500.		
Indemnification	Varies	Within a reasonable time after request	You must reimburse us for all of our costs and expenses if we are held liable for claims arising from your acts or omissions to act.
Additional Assistance or Training	\$100 to \$300 per day	As incurred	See Section 2.4 of Franchise Agreement. Except for Operations In-Store Training, Foundations Class and Enterprise Solution Training, there is no fee to attend a training class. You must pay all of your travel, accommodations, meal and other expenses.
Franchise Conventions	\$1,000 to \$3,500	As scheduled	You must pay all of your travel, accommodations, meal and other expenses. We may charge you a fee to attend.
Convention Materials	Up to \$500	As required	Payable to us only if you fail to attend a Franchise Convention.
Successive Franchise Fee	One-half of the then-current Franchise Fee	60 days prior to expiration of Franchise Agreement	A condition of continued operations.
Relocation Fee	\$5,000	Prior to relocation	Payable to us if you relocate your Franchised Store.
Interest	Interest of 1.5% per month unless otherwise limited by law (18% per annum)	Due while amounts owed remain unpaid	You will not be compelled to pay interest at a rate greater than the maximum allowed by applicable law.
Bookkeeping/ Payroll Service <sup>9</sup>	\$0 to \$500	Monthly	Payable to a third party vendor.
Non-sufficient Funds Fees	\$35, plus reimbursement of fees we incur	As incurred	Payable to us only if you have insufficient funds available in your bank account from which we automatically deduct fees.
POS Change of Ownership Fee <sup>11</sup>	\$500	As incurred	Payable to us if you purchase a Store from an existing franchise owner.
Software License Transfer Fee <sup>11</sup>	\$300	As incurred	Payable to a third party vendor or us if you purchase a Store from an existing franchise owner.
Store Solutions Team Support <sup>11, 12</sup>	\$586 per year	Quarterly	Payable to us. See Note 13. Subject to an annual increase not to exceed 5%.
Software Maintenance <sup>12, 14, 15</sup>	\$431 per year	Quarterly	Payable either to a third party vendor or to us. See Note 12. Subject to an annual increase.

<b>OTHER FEES</b>			
<b>Type of Fee<sup>1</sup></b>	<b>Amount</b>	<b>Due Date</b>	<b>Remarks</b>
Hosting Fees, Anti-Virus Service and Additional Services <sup>12, 14, 15</sup>	\$630 per year	Quarterly	Payable either to a third party vendor or to us. <u>See</u> Note 121. Subject to an annual increase.
Late Payment Fee	\$75	As incurred	Payable to us only if you fail to pay any obligation under the Financial Responsibility Agreement ( <u>See</u> Exhibit K) within 15 days after an invoice is sent; or if you close your bank account or cause a stop payment on your bank account.
Managed Firewall Service <sup>16</sup>	\$395 per year	Quarterly	Payable either to a third party vendor or to us.
Business Class High Speed Internet Access	\$50 to \$200 per month	Monthly	Payable to a third party vendor.
Secure Payment Gateway <sup>17</sup>	\$10 per month	Monthly	Payable either to a third party vendor or to us.
Upgrade, Refurbish and Replace	\$4,000 to \$50,000	Within a reasonable time after request	If we require any changes in or additions to premises, fixtures, furnishings or equipment, you must do so at your sole expense, within the time that we reasonably require.
Expenses in Evaluating a Supplier Proposed by You	Our reasonable expenses	Within a reasonable time after request	If you ask us to approve a supplier, you must pay us our reasonable expenses incurred in evaluating your proposed supplier.
Step-In Costs	Personnel and administrative costs, plus 15%	Within a reasonable time after request	If we step in to operate your Franchised Store, you must pay our personnel and administrative costs plus 15% to cover our direct and indirect expenses.
Assignment Fees	Up to \$500	As incurred	Payable to us for any necessary documentation resulting from an approved change in ownership of your Franchised Store.
Early Termination Damages <sup>18</sup>	The average monthly Royalty Fee and Brand Marketing Fee paid for any consecutive 12-month period within the preceding 48-month period, multiplied by the number of months remaining in the term of the Franchise Agreement, and the product is divided by 2	30 days prior to the early closing of the Franchised Store	You must provide us with six months prior written notice of the termination of your Franchise Agreement. <u>See</u> Note 18.
Extension Fee	\$2,500	As incurred	Payable to us only if you request and we approve an extension of up to six months within which to open the Franchised Store.

## Explanatory Notes:

- (1) Except where otherwise noted, all fees are payable to us, are non-refundable, and are uniformly imposed.
- (2) You will pay us a 5% royalty fee (“**Royalty Fee**”). We have elected, at our option, to periodically provide to select franchisees that met certain other conditions a reduced Royalty Fee. Certain Franchised Stores are paying less than a 5% Royalty Fee under various assistance programs. You will grant us access to the Store’s point of sale system to determine Net Sales, and provide any other reports, in the time, manner and form that we designate. All Royalty Fee and Brand Marketing Fee payments are based upon Net Sales and must be paid in the time, manner and form that we designate.
- (3) “**Net Sales**” is defined in the Franchise Agreement, and includes all amounts earned or received by you in connection with operating the Franchised Store or similar or related activities. Net Sales will not include any sales tax collected and paid to the government, or any guest refunds paid.
- (4) The Brand Marketing Fee is currently 2.0% of your Net Sales (“**Brand Marketing Fee**”). Brand Marketing Fee payments are in addition to and exclusive of any sums that you may decide, or be required, to spend on local marketing and promotion.
- (5) These expenditures will be made directly by you, subject to approval and direction by us or our designated advertising agency. Each quarter, you must furnish to us an accounting of your expenditures on local marketing and promotion. If you fail to spend the required amount on local marketing and promotion, you will deposit the difference between the amount of the required amount and the amount you actually spent with us. We will deposit this amount into the Brand Marketing Fund or direct it to a multi-area marketing program, as we determine. We may designate local or regional advertising coverage areas to develop cooperative local or regional advertising or promotional programs. You must participate in and contribute your share to cooperative advertising and promotional programs in your advertising coverage area.

Your contribution to cooperative advertising or promotional programs will be credited toward the minimum local marketing expenditure required above. The cooperative will establish to whom and when to make contribution payments. You may be required to contribute a minimum of 5% of Net Sales to any cooperative to which you are assigned or such higher amount as is approved by the cooperative. See ITEM 11. Currently, cooperatives contribute between approximately 3.0% and 7.5% of Net Sales as determined by the local cooperative.

We may, at our discretion, require that all or a portion of your local marketing expenditure or your contribution to the cooperative advertising or promotion programs be paid into the Brand Marketing Fund. In the event that we require you to pay all or a portion of your local marketing expenditure or your contribution to the cooperative advertising or promotion programs into the Brand Marketing Fund, such amounts will be credited toward the minimum local marketing expenditure.

If we own and operate any Papa Murphy's Store in the cooperative, our store will contribute to the cooperative fund on the same basis as do our franchisees. Company-owned stores have no special voting power on any fees imposed by the local advertising cooperatives; we have only the voting power as is granted to any other franchisee in the cooperative.

- (6) We require you to reimburse us for the cost of such kits. These marketing kits contain various items such as training guides, plan-o-grams and point of purchase materials.
- (7) We currently pay a portion of the monthly cost of the Customer Relations Management program from the Brand Marketing Fund. We require you to reimburse us for the balance of the monthly cost, however, in the future we may require you to reimburse us or a vendor for the full amount.
- (8) We require you to participate in a systemwide loyalty program and to reimburse us for these fees, plus applicable taxes. This amount is subject to change upon reasonable notice.
- (9) We require you to reimburse us for the use of a foodservice incident management tool to process, report and track food service incidents.
- (10) You must submit to us your weekly sales reports, income statements for each accounting period, including a year-to-date summary, and annual financial statements (income statement, balance sheet and statement of cash flows) and tax returns or other reports in the form, manner and time that we determine. We require you to retain a bookkeeping and payroll service that meets our criteria for the first year of operation of your Franchised Store.

We or our representatives may audit your books, business records, sales reports, financial statements, and tax returns at any time. You must bear the cost of providing copies of your books, records, and documents to us or our representatives. Except for the cost of providing copies, the audits will be conducted at our expense, unless it is determined that you have understated your sales for any reported period or periods. If you underreport Net Sales, you must pay us for unpaid Royalty Fee and Brand Marketing Fee payments and you must pay any local cooperative of which you are a member for unpaid contribution payments, including accrued interest at the rate of 18% per annum and you must also reimburse us for audit costs, including the charges of any independent accountant, as well as the travel expenses, room, board, and compensation of our employees or our representatives incurred in connection with the audit. You also must pay any unpaid amounts owed due to the underreported Net Sales. You may also be subject to default pursuant to Section 7.2(d)(viii) of the Franchise Agreement.

- (11) If you purchase an existing Papa Murphy's store, we, NCR or an approved third party will perform the steps necessary to transfer ownership of the NCR point-of-sale system to you ("**Change of Ownership Service**") from the Store's existing franchise owner. Currently we are the only approved vendor. The cost for us to perform the Change of Ownership Service is \$500 and includes the update of Store level software configuration, including NCR Back Office (NBO/MenuLink), Configuration Center (CFC), Aloha Take Out (ATO), Pulse Real Time (PRT) and POS payment processing. You must pay us this fee

which will be withdrawn by us via ACH authorization that allows us to deduct the fee from your Franchised Store bank account. (See Exhibit I.)

If you purchase an existing Papa Murphy's store, you must pay NCR a Software License Transfer Fee in the amount of \$300. You must pay us this fee which will be withdrawn by us via ACH authorization that allows us to deduct the fee from your Franchised Store bank account and we will remit it to NCR. (See Exhibit I.)

- (12) We require you to have software support, hosting services, and help desk support for the PMI Enterprise Solution. We strongly recommend hardware maintenance after the original 13-month warranty period. The cost of hardware maintenance after the warranty period ranges from \$199 to \$201 per year for the server and \$100 to \$103 per year per terminal, based on the terminal model. "Hosting fees, Anti-Virus Service and Additional Services" includes MenuLink Hosting, NCR PMI Enterprise Solution Anti-Virus and Application whitelisting services, Configuration Center and Command Center. You must pay us this fee which will be withdrawn by us via ACH authorization that allows us to deduct the fee from your Franchised Store bank account and we will remit it to NCR. (See Exhibit I.)
- (13) Our Store Solutions team provides help desk services for the PMI Enterprise Solution. We require you to use the Store Solutions team for these services. The cost of these services is subject to an annual increase not to exceed 5 percent. You must pay us this fee which will be withdrawn by us via ACH authorization that allows us to deduct the fee from your Franchised Store bank account. (See Exhibit I.)
- (14) These fees are currently paid to a third party vendor. We have entered into an agreement with our point of sales vendor in which we obtained a bulk pricing discount to purchase perpetual point of sale software licenses, software maintenance, hosting and other services. In return we have agreed to be responsible for certain invoicing. We will invoice you these fees which will be withdrawn by us via ACH authorization that allows us to deduct the fee from your Franchised Store bank account. (See Exhibit I.) Prior to installation of the point-of-sale system, you must sign the Financial Responsibility Agreement attached to this Disclosure Document as Exhibit K.
- (15) These fees are based on the bulk pricing discount agreement we have entered into with our point of sale vendor and may increase if the number of bulk licenses purchased becomes depleted and we are unable to negotiate a new agreement. If you choose not to purchase the licenses that are integral to the agreement with this vendor, your fees will be higher.
- (16) We may enter into an agreement with one of our managed firewall vendors in which we may agree to be responsible for invoicing. If you choose this firewall vendor, we will invoice you these fees which will be withdrawn by us via ACH authorization that allows us to deduct the fee from your Franchised Store bank account. (See Exhibit I.)
- (17) A secure payment gateway is a required component of the point-of-sale system. Currently, NCR Connected Payments software is the approved solution. We will invoice you these fees which will be withdrawn by us via ACH authorization that allows us to deduct the fee from your Franchised Store bank account. (See Exhibit I.) We strongly recommend

hardware maintenance after the original one-year warranty period. The cost of hardware maintenance after the warranty period is \$70 per secure payment gateway device per year.

- (18) If you fail to provide six months prior written notice, the Early Termination will not be divided by two.

**ITEM 7  
ESTIMATED INITIAL INVESTMENT**

<b>YOUR ESTIMATED INITIAL INVESTMENT</b>				
<b>Expenditures</b>	<b>Estimated Amount or Estimated Low-High Range</b>	<b>When Payable</b>	<b>Method of Payment</b>	<b>To Whom Paid</b>
Franchise Fee <sup>(1)</sup>	\$25,000	Upon Signing Agreement	Lump Sum	Us
Lease and Utilities Deposits and Payments	\$2,500 - \$6,000	As Incurred	As Arranged	Landlord, Utilities, Contractors
Leasehold Improvements <sup>(2)</sup>	\$91,015 - \$201,969	As Incurred	As Arranged	Landlord, Contractors
Signs <sup>(3)</sup>	\$7,500 - \$11,500	As Incurred Before Opening	As Arranged	Suppliers
Stamped Architectural Drawings <sup>(3)(4)</sup>	\$6,250 - \$9,350	As Incurred	As Arranged	Architect
As Built Survey <sup>(3)(4)</sup>	\$2,500 - \$3,700	As Incurred	As Arranged	Suppliers
Opening Package (including Equipment and Supplies), décor, cabinets, point-of sale system and smallwares <sup>(3)(4)</sup>	\$134,344 - \$198,139	As Incurred Before Opening	As Arranged	Us or Suppliers
Miscellaneous Development Service Fees <sup>(4)</sup>	\$0 - \$1,270	As Incurred	As Arranged	Us
Inventory <sup>(5)</sup>	\$5,000 - \$7,000	As Incurred Before Opening	As Arranged	Suppliers
Initial Marketing Fees and Expenses – 6 months <sup>(3)</sup>	\$15,000	As Incurred and Within 180 Days After Opening	As Arranged	Us or Suppliers
Franchise Premises Rent <sup>(6)</sup> – 3 months	\$3,090 - \$10,526	As Incurred	As Arranged	Landlord
Materials and Supplies	\$500 - \$2,000	As Incurred Before Opening	As Arranged	Suppliers

<b>YOUR ESTIMATED INITIAL INVESTMENT</b>				
<b>Expenditures</b>	<b>Estimated Amount or Estimated Low-High Range</b>	<b>When Payable</b>	<b>Method of Payment</b>	<b>To Whom Paid</b>
Travel and Living Expenses for In-Store Compatibility Check, Operations In-Store Training, Enterprise Solutions Training and Foundations Class <sup>(7)</sup>	\$3,395 - \$12,150	As Incurred	As Arranged	Airlines, Hotels and Restaurants
Employee Training <sup>(7)</sup>	\$500 - \$1,500	As Incurred	As Arranged	Employees
Insurance – 3 months	\$375 - \$1,175	As Incurred Before Opening	As Arranged	Insurers
Bookkeeping/Payroll Service <sup>(8)</sup> – 3 months	\$1,500 - \$1,600	Monthly	As Arranged	Approved Vendor
Additional Funds, Working Capital, and Miscellaneous Expenses <sup>(9)</sup> – 3 months	\$10,000 - \$50,000	As Incurred	As Arranged	Employees, Suppliers, Utilities
<b>TOTAL ESTIMATED INITIAL INVESTMENT</b>	<b>\$308,469 - \$557,879</b>			

**Explanatory Notes:**

- (1) You must pay us a non-refundable Franchise Fee of \$25,000 when you sign the Franchise Agreement for the purchase of your Franchised Store. In the event a Multiple Store Commitment Letter and Amendment to Franchise Agreements are entered into, you are required to pay a non-refundable Multiple Store Fee determined by the number of Franchised Stores required to be opened under the Multiple Store Commitment Letter.
- (2) This figure does not include any tenant improvement allowance received from your landlord or any free-standing buildings or exterior renovations. The average cost for leasehold improvements in 2021 was \$113 per square foot. The costs vary widely by the condition of the space, the geography and the experience of the contractor and availability of labor and materials. You may be required to select your general contractor from a list of vendors we have pre-approved. Payments for the leasehold improvements are made to suppliers, not us. The time and method of payment is determined by the contract between you and the supplier.
- (3) As further described in ITEM 5, if we require you to enter into a Development Billing Agreement with us, you will reimburse us for amounts we pay third party vendors for development, build-out and new store marketing/grand opening of the Franchised Store. We will deduct these costs from your bank account via ACH. Such purchases are a pass-through expense. (See Exhibit L.)
- (4) You must purchase an opening supply package from us and approved vendors, if we so specify. The opening package shall include all equipment and supplies necessary to

commence business at the Franchised Store. If we require you to enter into a Development Billing Agreement with us, you will reimburse us for amounts due to us or that we pay third party vendors for the opening package. You are required to have access to a facsimile machine, telephone, point-of-sale computer system and email access, business-class broadband Internet connection (digital service line (DSL), cable or wireless) and reliable transportation. (See ITEM 11.)

These costs reflect the cost of building our store format called the “CREATE Store.” The numbers are based on the actual costs incurred in building approximately 10 CREATE Stores in 2018 across various geographies and include an annual increase to adjust for current pricing and the negative impact COVID-19 has had on equipment, labor and shipping costs. In 2019 and 2020 there were too few stores built in the standard format to provide a cost range. The CREATE Store format has optional upgrades available. The low range costs reflect few or no upgrades, as well as the highest condition of the space and the lowest cost geography. When estimating the cost of building your Franchised Store, the number of upgrades, space condition and geography should be considered. A new store format has been developed and is the required format. The cost range for the new format is not expected to materially vary from the CREATE Store format.

The low end of the cost range for stamped architectural drawings assumes a standard set of construction plans for a single tenant improvement in a typical multi-tenant strip center. The high end of the cost range includes set fees for services that may be required by a jurisdiction. The range does not include variable fees for additional services that are not included in the standard construction document package.

The typical cost for an as-built survey is \$2,500 and covers spaces up to 1,500 square feet. The high end of the cost range reflects potential survey cost that includes set fees for additions that may be required by the local jurisdiction, plus additional square footage-based costs for a space at the top range of square footage indicated in Note 6 below.

We may charge you a fee for miscellaneous development services as follows: (i) if we permit you to build or relocate your Franchised Store using used equipment, we may charge you a fee to cover additional time required to create a store plan incorporating specific used equipment; (ii) if you modify the plans for your Franchised Store after they have been sent to the architects for completion of construction documents, you will be responsible for any fees resulting from the modification of the plans; or (iii) if you require more than one set of revisions to your store plan.

- (5) Inventory is required as outlined in the Operations Manual. Payments for the inventory are made to suppliers, not us. The time and method of payment is determined by the contract between you and the supplier.
- (6) You are solely responsible to obtain and pay for a location for the franchise (“**Franchise Premises**”). The cost of purchasing or leasing a Franchise Premises varies with its location and size. The average size of a Franchise Premises built in 2021 was 1,406 square feet and ranges from 1,169 to 1,778 square feet. The average cost for rent for a Franchise Premises opened in 2021, including operating costs, was \$34,075 per year and ranges from \$14,040



to \$55,176 per year. The range for Franchise Premises rent identified in this chart reflects our best estimate of the total rent you will pay for the first three months for your Franchised Store.

- (7) The In-Store Compatibility Check plus the required training programs may take up to five and one-half weeks. We may lengthen, shorten or restructure the contents of these programs at any time. In-Store Compatibility Check will be provided at no cost to up to two individuals that have signed the Franchise Agreement.

Operations In-Store Training, Enterprise Solution Training and Foundations Class will be provided at no cost to up to two individuals that have signed the Franchise Agreement.

Foundations Class includes completion of ServSafe<sup>®</sup> Manager certification or an equivalent state-specific food safety certification. If you do not pass the ServSafe examination, you must re-take the test on your own and at your expense. The cost of the course materials and examination varies depending on your state and local requirements.

- (8) We require you to retain a bookkeeping and payroll service that meets our criteria for the first year of operation of the Franchised Store. We reserve the right to require you to retain and use a human resources outsourcing firm to provide general human resource support, including but not limited to job description services, human resource compliance support services, management and supervisor training, and payroll services beyond your first year of operation of the Franchised Store.
- (9) You will also have other miscellaneous expenses involved in establishing a business. These expenses vary greatly, and we have estimated a minimum of \$10,000 and up to \$50,000. They may include attorney fees, license fees, deposits, sales tax bonds (where required), recruiting expenses, employee wages, and supply expenses. You will pay your own legal and other expenses in connection with the review and negotiation of your lease. You must pay all taxes required by local, state or federal laws related to the services furnished or used in connection with the operation of a Papa Murphy's Franchised Store. You must obtain all permits, certificates or licenses necessary for the full and proper conduct of the Franchised Store. We also recommend that you have direct access to a minimum of \$10,000 for working capital during the first three months of operation. This row estimates your initial three-month start-up expenses, less any revenue earned by you. This row does not include any salary or reimbursement of personal expenses paid to you.

Except as noted, these figures represent our estimates based upon actual expenses in 2020 and our experience and the experience of our franchisees. We do not guarantee that you will not have additional and different expenses than those we have identified in this table. Your actual costs will depend upon many factors, including how well you follow our directions and suggestions, your business skill and experience, local economic conditions, the local market for your products, the location and condition of your Franchise Premises, the prevailing wage rates, competition, and your sales levels during the initial period. You should review the figures carefully with a business advisor before making any decision to purchase the Franchised Store or make any expenditures.

You should understand that entry into any business venture necessarily involves some unavoidable risk of loss or failure and that the purchase of a Papa Murphy's Franchised Store is a speculative investment. Unforeseen circumstances or expenses may require significant investment beyond that outlined in this Disclosure Document, and may be required to succeed. There is no guaranty against possible loss or failure and the most important factors in the success of a Papa Murphy's Franchised Store are your business, marketing, administrative, judgment, operational and other skills.

Except as provided in ITEM 5, any fees paid to us are not refundable. Amounts paid to any third parties may be refundable, depending upon the contracts between them and you.

We do not finance any of these initial expenses. The availability and terms of financing will depend on various factors including the availability of financing generally, your credit worthiness, security available to you, lending institution policies concerning the type of business to be operated by you, and other comparable elements.

## **ITEM 8 RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES**

It is essential to the proper marketing of Papa Murphy's products and to the preservation and promotion of our reputation and acceptance by the public that uniform standards of quality, taste, and food appearance are maintained; that uniform quantities, volumes, and types of food are offered; and that cartons and other paper goods displaying our commercial symbols are of uniform size, quality, texture, absorbency, strength, finish, and appearance. Therefore, you will at all times dispense, serve, sell or offer for sale to the public only articles, foods and other products that meet the specifications and standards that we periodically designate in writing. You are required to obtain all food products from us or our affiliates or sources we approve and according to our specifications.

We will grant you access to Papa Murphy's operations manuals ("**Operations Manual**") upon completion of the In-Store Compatibility Check described in ITEM 11. Periodically, we may amend the Operations Manual, including changes that may affect minimum requirements for your Franchised Store operations. You will strictly follow the required or mandatory standards of the Operations Manual. You will carry out immediately all mandatory changes at your cost, unless we otherwise specify, and we do not limit or cap these expenses in any way. We may designate your business format and sales and distribution guidelines, as specified periodically in the Operations Manual. The Operations Manual is confidential and our exclusive property.

The Operations Manual may contain lists of approved sources, suppliers, recipes, menu requirements, specifications, standards, operating procedures, accounting and bookkeeping methods, marketing ideas, artwork, distribution techniques, advertising layouts, product specifications, operation requirements, public relations guidelines and other rules that we may prescribe. For example, except as delineated in the Operations Manual, currently franchisees may not sell any baked products. In addition, certain products, materials, services and other items may only be available from one source, and we or our affiliates may be that source. As of the issuance date of this Disclosure Document, we are the only approved supplier for the Store Solutions Team

Support and an approved supplier for the Change of Ownership Process. Other than these services, neither we nor any of our affiliates is an approved supplier of any required items.

With advance written notice, you may request our approval to obtain products, equipment, supplies or materials from sources that we have not previously approved. We may require you to give us sufficient information, photographs, drawings, samples, and other data to allow us to determine whether the items from these other sources meet our specifications and standards, as established periodically. These specifications and standards will relate to quality, taste, durability, value, cleanliness, texture, composition, strength, finish and appearance, and the suppliers' capacity and facility to supply your needs in the quantities, at the times, and with the reliability and traceability necessary for efficient operation, as well as volume commitments we may have entered into with specific suppliers. We may require that samples from any supplier be delivered to a designated independent laboratory for testing before approval and use. You will reimburse us for the actual cost of the tests. We may license any supplier that can meet our requirements and standards, for a reasonable license fee. Our confidential specifications, recipes, requirements, designs, systems and formulas will be revealed to potential suppliers only after we have received reasonable evidence that the proposed supplier is trustworthy, competent, and reputable; has the capacity to consistently follow our standards, requirements and testing procedures; will maintain the confidentiality of the designs, systems and formulas; and will adequately supply your reasonable needs. We will notify you in writing of the approval or disapproval of any supplier you propose. We will complete our product review and approval process within 60 to 90 days after we receive all required information about the product or supplier being considered.

We or our agents may inspect any proposed or approved manufacturer's, contractor's, supplier's or distributor's facilities and products. If we find from any inspection that a manufacturer, contractor, supplier or distributor fails to meet our standards, we may disapprove the manufacturer, contractor, supplier or distributor.

There are no suppliers in which one of our officers owns a material interest. To the extent we or an affiliate provides one or more of the products or services described in this ITEM 8, one or more of our officers will own an interest in such entity as a supplier.

We may sell or lease any inventory, materials, licenses or supplies to our franchisees. Required purchases from an approved vendor may be payable to us for purposes of simplified billing and reduced administrative costs. We may charge a fee for this service. In fiscal year 2021, we recognized \$3,425,604 in income from equipment or services purchased from us or entities affiliated with us. A portion of this amount funds the Store Solutions Team Support. This amount represents 4.9% of our total revenues of \$69,935,917 in fiscal year 2021 according to our internal records. Our revenue is part of MTY USA's total consolidated revenue in MTY USA's audited financial statements attached as Exhibit C.

We may receive payments from suppliers for Franchise Convention-related expenses, communications, and periodic meetings. In fiscal year 2021, we received payments in the amount of \$808,089. This amount represents 1.16% of our total revenues of \$69,935,917 in fiscal year 2021 according to our internal records. These payments were placed by us in our general account and used by us to defer our expenses for the last and/or next annual Franchise Convention or

periodic meetings. We reserve the right to utilize these payments in any manner that benefits the Papa Murphy’s franchise system.

We or our affiliates may receive revenue from products and services sold to you by our approved suppliers. We also may receive payments from vendors or suppliers. We anticipate that substantially all of the payments received from vendors will be placed into the Brand Marketing Fund or a fund established for the benefit of the franchise system. In fiscal year 2021, our affiliate, Murphy’s Marketing Services, Inc., recognized \$3,199,129 in vendor payments to the Brand Marketing Fund.

We estimate that purchases and leases of goods and services from us, affiliates, or from approved suppliers will be from 45% to 60% of the total estimated initial investment you make as shown in ITEM 7. We estimate that purchases and leases of goods and services from us, affiliates, or from approved suppliers will be from 80% to 98% of the total purchases and leases of goods and services you make to operate your Franchised Store.

You may not sell or dispense any products, food or non-food services, or activities other than those specifically recognized and approved by us as part of the Papa Murphy’s franchise system without our prior written approval. You may not install or use any vending machines, televisions, juke boxes, games, musical devices or similar item in your Franchised Store.

We may require you to participate in a stored value card, gift card, gift certificate, or loyalty program, online ordering, digital ordering system, or any successor, derivative or replacement technology, apply with the applicable government entity to accept electronic benefit transfer cards or food stamps and to accept credit cards, debit cards and mobile payment solutions. We may specify and require you to adhere to maximum resale prices to the extent permitted by law.

We do not have any purchasing or distribution cooperatives as of the issuance date of this Disclosure Document. We may negotiate purchase arrangements with approved suppliers for the benefit of our franchisees. We do not provide material benefits, such as renewing or granting additional franchises to franchisees, based on their use of approved suppliers or purchases of particular products or services.

## ITEM 9 FRANCHISEE’S OBLIGATIONS

**This table lists your principal obligations under the Franchise Agreement 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.**

OBLIGATION	SECTION IN FRANCHISE AGREEMENT (“FA”), MULTIPLE STORE COMMITMENT (“MSC”)	ITEM IN DISCLOSURE DOCUMENT
a. Site selection and acquisition/lease	2.1, 3 (FA); 3 (MSC Letter)	6, 12
b. Pre-opening purchases/leases	3, 6.4, 6.6, 6.9 (FA); 3 (MSC Letter)	7, 8
c. Site development and other pre-opening requirements	2.3, 3, 5.2, 6.1 (FA); 3 (MSC Letter)	7, 8, 12

<b>OBLIGATION</b>	<b>SECTION IN FRANCHISE AGREEMENT (“FA”), MULTIPLE STORE COMMITMENT (“MSC”)</b>	<b>ITEM IN DISCLOSURE DOCUMENT</b>
d. In-Store Compatibility Check	2.3	5, 7, 8
e. Initial and ongoing training	2.3, 2.4, 7.1 (FA); 3, 5.1 (MSC Amendment)	6, 11
f. Opening	2.1, 3.8, 6.1, Attachment A (FA); 4, 6 (MSC Letter)	11
g. Fees	1.7, 2.3, 3.9, 3.10, 4, 5, 6.9, 6.10, 6.19, 7.1, 7.4(b), 8.1 (FA); 2 (MSC Letter)	5, 6, 17
h. Compliance with standards and policies/Operations Manual	3, 5.2, 6.3, 6.4, 6.6, 6.7, 6.8, 6.9, 6.13, 6.14, 6.15 (FA)	11, 17
i. Trademarks and proprietary information	1.4, 1.5, 2.1, 3.10, 6.3, 6.13, 6.14 (FA);	13, 14, 17
j. Restrictions on products/services offered	2.2, 6.4, 6.10, 6.12 (FA)	8, 12, 13, 16, 17
k. Warranty and customer service requirements	10.9 (FA)	11
l. Territorial development and sales quotas	None (FA)	7, 12
m. Ongoing product/service purchases	4.10, 6.4, 6.6, 6.10, 6.12 (FA)	7, 8
n. Maintenance, appearance and remodeling requirements	6.3, 6.4, 6.6, 6.7, 6.8, 6.12 (FA)	7, 11, 17
o. Insurance	9.3 (FA)	7
p. Advertising	5 (FA)	11
q. Indemnification	9.1 (FA)	6
r. Owner’s participation/management/staffing	2.3(h), 6.11 (FA)	11, 15, 17
s. Records/reports	4.4, 4.5, (FA)	6, 11, 17
t. Inspections/audits	4.6, 6.5, 7.3 (FA)	6, 11, 17
u. Transfer	8 (FA)	17
v. Renewal	7.1 (FA)	17
w. Post-termination obligations	6.15, 6.16, 7.3 (FA)	17
x. Noncompetition covenants	6.16 (FA)	17
y. Dispute resolution	10.10, 10.11, 10.12 (FA)	17

## **ITEM 10 FINANCING**

Except as described below, neither we nor any affiliate offer direct or indirect financing. We do not assist in providing financing for you. We do not currently guarantee any notes or financial obligations you may incur in setting up and operating your franchise. We may use our creditworthiness with vendors to leverage better payment terms with these vendors for franchisees.

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

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

**Before you open your Franchised Store, we will:**

1. Analyze your franchise location. We will help you analyze your market area to help determine site feasibility and assist you in your selection of the Franchise Premises. In analyzing a proposed Franchise Premises for approval, some of the factors we examine are its general location, neighborhood, traffic patterns, parking, size, physical characteristics, proximity to competing businesses, and lease terms. You will analyze your market area, determine site feasibility, and select the Franchise Premises, subject to our approval and with our assistance. You will complete a site submission package in a form prescribed by us that will detail the rationale for your selection of the proposed site. (See FA, Section 3.)

You must obtain our prior written approval for the site of the Franchise Premises and your lease related to it. We retain the right to approve or disapprove of all Franchise Premises. We do not guarantee success or sales potential for any Franchise Premises you select. We will not be liable for any consequences of your choice of any Franchise Premises. Any site recommendation or approval we make is not a representation that any particular site is available or legally appropriate for use as a franchise site. It is your responsibility to investigate all applicable zoning, requirements of the Americans with Disabilities Act, licensing, leasing and other requirements for any Franchise Premises. You must ensure that the site you select complies with these requirements. You will bear all other site selection and negotiation expenses whether you pay them directly or reimburse us for those expenses under a Development Billing Agreement attached to this Disclosure Document as Exhibit L.

Before you enter a lease or purchase agreement for the Franchise Premises, you will submit the lease or purchase documents to us for review. Lease documents must include an addendum to the lease in the form attached as **Attachment C** to the Franchise Agreement, or in a form we otherwise approve, under which we may assume the lease as provided in Section 7.3 of the Franchise Agreement. (See FA, Section 7.3.) Refer to ITEM 5 above concerning site selection and other requirements for additional franchise purchases by existing franchisees. You must open the Franchised Store within one year after signing the Franchise Agreement.

2. Grant you access to the Operations Manual and various selling aids. (See FA, Section 6.14.) The Operations Manual is confidential and remains our property. It contains mandatory and suggested recipes, specifications, standards and procedures. We may reasonably modify the Operations Manual, but the modifications will not alter your basic status and rights under the Franchise Agreement. The revisions may include advancements and developments in recipes, sales, marketing, operational techniques, and other items and procedures used for the operation of the Franchised Store. The Table of Contents of the electronic Operations Manual is attached to this Disclosure Document as Exhibit E.

3. Provide an in-person opportunity at a designated Papa Murphy’s store (travel may be required) for us to mutually evaluate whether we are a good fit for a long-term franchisor/franchisee relationship. This In-Store Compatibility Check will last up to three days (or 30 hours) at our discretion and may include, but not be limited to, an overview of the store, operations, pizza and product preparations and standard rules of operation. We may lengthen, shorten or restructure this evaluation at any time.

Travel, accommodations, meals, wage and other expenses during the In-Store Compatibility Check are borne by you. (See ITEM 7.) The In-Store Compatibility Check must be completed by at least one individual that has signed the Franchise Agreement.

New franchisees must schedule and complete the In-Store Compatibility Check at a designated Papa Murphy’s training store within 30 days from the Effective Date of the Franchise Agreement and before incurring any costs or expenses related to the opening of the Franchised Store. Upon successful completion of the In-Store Compatibility Check, Operations In-Store Training (see Section 4, below) is scheduled at a designated Papa Murphy’s training store at a time mutually agreed upon by you and us, typically upon execution of the lease for your Franchised Store.

If we terminate the Franchise Agreement upon completion of the In-Store Compatibility Check as set forth in ITEM 5, we will refund your Franchisee Fee under the terms described in ITEM 5. We will not be liable for your costs or expenses if we terminate the Franchise Agreement after the In-Store Compatibility Check.

4. Provide you with a training and familiarization program. (See FA, Section 2.3.). We may lengthen, shorten or restructure the contents of this program at any time.

<b>TRAINING PROGRAM</b>			
Column 1 Subject	Column 2 Hours of Classroom Training	Column 3 Hours of On-the- Job Training	Column 4 Location
<b>Operations In-Store Training:</b> <b>Food/Pizza Preparation Skill Development</b> Team Member Positions and Duties <ul style="list-style-type: none"> <li>- Product Flow</li> <li>- Product Specifications</li> <li>- Dough</li> <li>- Prep</li> <li>- Guest Service               <ul style="list-style-type: none"> <li>- Cashier</li> <li>- Telephones</li> </ul> </li> <li>- Ordering               <ul style="list-style-type: none"> <li>- Speed of service</li> </ul> </li> </ul>	0	Up to 25 days or 250 hours	Designated Papa Murphy’s training store (travel and accommodations may be required)

<b>TRAINING PROGRAM</b>			
Column 1 Subject	Column 2 Hours of Classroom Training	Column 3 Hours of On-the- Job Training	Column 4 Location
<b>Administration/Management Duties</b> Marketing/Local Store Marketing Administration <ul style="list-style-type: none"> <li>- Accounting</li> <li>- Administrative Paperwork</li> <li>- Weekly Inventory</li> <li>- Scheduling</li> <li>- Food and Produce Ordering</li> </ul> Safety and Security Shift Management <ul style="list-style-type: none"> <li>- Setting Goals</li> <li>- Rush Management</li> <li>- Food and Labor Cost Troubleshooting</li> <li>- Service Time</li> <li>- Customer Relationship Management</li> <li>- Quality Service Cleanliness Visitation</li> </ul>			
<b>Enterprise Solution Training:            POS Back Office &amp; Other Store            Technologies</b> <ul style="list-style-type: none"> <li>- MenuLink                Inventory                Purchasing                Labor                Scheduling                Workflow                Employee Maintenance                Cash Handling &amp; Financials</li> <li>- Aloha                Front of House Walk-In Order Taking                Call-In Order Taking                Online Ordering (if applicable)</li> <li>- Configuration Center                Pricing                Buttons                Tax Configuration                Break Rule Configuration</li> </ul>	0	Approximately 10 hours to proficiency	Designated Papa Murphy's training store (travel and accommodations may be required)
<b>Foundations Class:            Marketing</b> <ul style="list-style-type: none"> <li>- DMA Overview</li> <li>- Product Innovation and Development</li> <li>- Local Store Marketing and Institutional Accounts</li> <li>- Marketing Calendar and Events</li> <li>- Brand Creative and Media</li> <li>- Online Ordering</li> <li>- MySLICE Loyalty and Rewards Program</li> </ul> <b>Human Resources</b> <ul style="list-style-type: none"> <li>- Protecting your Business</li> </ul>	Up to 6 days or 15 hours	0	Support Center or Virtual



TRAINING PROGRAM			
Column 1 Subject	Column 2 Hours of Classroom Training	Column 3 Hours of On-the- Job Training	Column 4 Location
<ul style="list-style-type: none"> <li>- Recruiting, Interviewing and Hiring Process</li> <li>- Employee Classifications</li> <li>- Documentation and Employee Separations</li> <li>- Discrimination and Harassment</li> <li>- Special Third Party Vendor Programs</li> <li><b>Profitability</b></li> <li>- Financial Health/ProfitKeeper</li> <li>- Analytic Tools</li> <li>- Food and Labor Cost Troubleshooting</li> <li><b>Operations</b></li> <li>- Brand Standards</li> <li>- Introduction to Point of Sale (POS)</li> <li>- Quality Assurance and Food Safety</li> <li>- Preventative Maintenance</li> <li>- Supply Chain and Inventory</li> <li><b>Training</b></li> <li>- One Bite at a Time Curriculum</li> <li>- Leadership</li> <li>- Team Building</li> <li>- FRESHnet</li> <li><b>Guest Experience</b></li> <li>- Guest Service 101</li> <li>- MarketForce</li> <li><b>Technology</b></li> <li>- Store Solutions</li> <li>- Olo Dashboard</li> <li>- ClientLine</li> <li>- Pulse Realtime</li> </ul>			

The training program consists of job aids, professional consultation and training materials which are comprised of videos, handouts, manuals, presentations and discussions. Training will cover recipes, product preparation and presentation, general business operations, retail sales practices, franchise systems management, bookkeeping and financial management, inventory control and purchasing, security practices, equipment operations, marketing, increasing sales at your location and assisting in creating relationships with your guests.

The Operations In-Store Training, Enterprise Solution Training, and Foundations Class are included in the Franchise Fee for up to two individuals that have signed the franchise agreement. The cost of Operations In-Store Training, Enterprise Solution Training and Foundations Class training is \$500 for each additional franchisee or non-owner attendee.

The Operations In-Store Training, and Enterprise Solution Training are held at designated Papa Murphy’s training stores. **In most instances, travel to the training store will be required.**

Foundations Class is currently held virtually but may be held at Papa Murphy's Support Center in Vancouver, Washington. Travel, accommodations, meals, wage and other expenses during all training are borne by you. (See ITEM 7.) The training program must be completed by at least one individual that has signed the franchise agreement.

Foundations Class may occur before or after Operations In-Store Training. Operations In-Store Training and Enterprise Solution Training are held as frequently as necessary to accommodate new franchisees. Foundations Class is held no less than six times per year.

Your training instructor for Foundations Class will be one or more of the following individuals:

Mindy Stone-Szabo joined Papa Murphy's in November 2015 as Senior Training Manager and is currently Vice President of Learning & Development. Ms. Stone-Szabo is responsible for the evaluation and assessment of current franchisee and corporate training materials and practices. She also works to align the creation of new materials based on Papa Murphy's vision and standards. Prior to Papa Murphy's, Ms. Stone-Szabo worked in learning and development for nearly 20 years as an educational consultant, an eLearning developer for Chipotle Mexican Grill, and as a secondary English and public speaking teacher.

Arianna Fouad joined Papa Murphy's in May 2018 as our Instructional Designer and is currently a Learning & Development Manager. Ms. Fouad is responsible for data collection, designing and developing learning materials, and new employee orientation. Her main priority is to make learning accessible and engaging to all Papa Murphy's employees. Prior to Papa Murphy's, Ms. Fouad worked as a learning consultant at Idea Learning Group in Portland, Oregon and graduated from the University of Portland in 2012 with a double-major in Communications and Spanish, with an emphasis on Organization Development, with a focus of Diversity and Inclusion.

Allie Jones joined Papa Murphy's in May 2021 as our Learning & Development Coordinator and is currently a Learning & Development Specialist. Ms. Jones is responsible for maintaining training programs and content within the learning management system, assisting in the ongoing development of employees and new employee orientation. Prior to Papa Murphy's, Ms. Jones worked in human resources for a Denver-based professional employer organization and a Phoenix-based consulting firm. Ms. Jones graduated with a Bachelor of Arts from Colorado Mesa University in 2016 and will receive her Master's degree in Communication Management from the University of Denver.

Becca Rudolph joined Papa Murphy's in August 2021 as a Field Trainer. Ms. Rudolph is responsible for coordinating and overseeing the training of new franchisees, validating the effectiveness of training programs, as well as working to continuously improve the content and delivery based on field evaluations. Ms. Rudolph works with the team on content creation and implementing training programs. Prior to Papa Murphy's, Ms. Rudolph worked as a Store Manager, Multi-Unit Manager and Trainer at Starbucks for 15 years.

You must successfully complete the mandatory Operations In-Store Training and Enterprise Solution Training in a designated Papa Murphy's training store. You must successfully

complete the mandatory Foundations Class virtually or at Papa Murphy's Support Center. If you do not successfully complete Operations In-Store Training, Enterprise Solution Training, and Foundations Class to our satisfaction, we may terminate the Franchise Agreement and we will retain your Franchise Fee.

All stores must be managed by a trained owner or a Certified Manager (“**Certified Manager**”). A Certified Manager is a manager who has received in-store training from the franchisee in accordance with the Papa Murphy's One Bite at a Time training program or who has successfully completed training at a Certified Training Store. If you designate a new or additional manager to manage the Franchised Store, you must notify us of the identity of the manager. Each manager hired may be required to successfully complete Certified Manager training or any additional or advanced training or attend any regional meetings we may at any time reasonably require.

Although not required by the Franchise Agreement, we may provide other materials, assistance, and services before the opening of your Franchised Store, such as literature, advertising materials, displays, and flyers. Any such expenses would be considered part of the Initial Marketing Fees and Expenses and are paid to the vendor providing such services or materials.

**During the operation of your Franchised Store, we will:**

1. Provide ongoing assistance for your training, marketing, sales assistance, and use of the Operations Manual. (See FA, Sections 5.1, 6.4, 6.14.)
2. Administer our marketing program and formulate and conduct national, regional and local promotional programs. (See FA, Sections 5.1, 5.2, 5.3.)

Currently we promote Franchised Stores through television, radio, print, sporting events, billboards, electronic, digital, social, text, and direct mail media. This is done locally and regionally. We use our in-house marketing department and national and regional advertising agencies. You must follow our advertising guidelines and purchase point-of-purchase marketing materials that we may designate for you to use in your local marketing and promotional efforts. We will use your Brand Marketing Fee to place advertising in geographic areas, in media, at times and using products and services we deem to be in the best interest of our franchisees and our franchise system. The Brand Marketing Fee contributions may be placed in our general account.

We will administer the funds we receive for Brand Marketing Fees and direct all regional and national marketing programs through our affiliate, Murphy's Marketing Services, Inc. We have control over the creative ideas, materials, endorsements, placement, and allocation of overhead expenses. We may use the Brand Marketing Fund to advance, enhance, and protect the Papa Murphy's brand and other intellectual property, including to maintain, administer, direct, prepare, and review national, regional, or local advertising materials and programs, including electronic/digital marketing, point-of-purchase programs, stored value card programs, gift card programs, administration of advertising or marketing, related costs and media agency costs, as we deem proper. We are under no obligation to administer the Brand Marketing Fee to ensure that expenditures are proportionate to contributions of franchisees for any given market area or that any franchise benefits directly or proportionately from the development or placement of

advertising. We will not be obligated to expend all or any part of the Brand Marketing Fees we receive during any specific period. We control how to spend the Brand Marketing Fees, and have no fiduciary duty with regard to the Brand Marketing Fund. The following describes the use of the Brand Marketing Fees in the most recently concluded fiscal year:

**Summary of Brand Marketing Fund Contributions and Expenses for Fiscal Year ended November 29, 2021**

<b>Revenues and Other Sources</b>		
Advertising fees	\$16,186,742	70.6%
Vendor payments	3,199,129	13.9%
Marketing kits	653,407	2.8%
Other revenues <sup>1</sup>	2,897,253	12.6%
<b>Total Revenues &amp; Other Sources</b>	<u>22,936,531</u>	<u>100%</u>
Fund balance (deficit) carryover from 2019	<u>\$(5,315,892)</u>	
<b>Total Funds Available</b>	<u>\$17,620,639</u>	
<b>Expenses</b>		
Media placement, digital media, and kits	\$6,504,338	29.0%
Production, Research, Agency and Studio	7,427,764	33.0%
Field marketing support and product development	4,956,405	22.0%
Administrative support, facilities, and taxes	3,770,451	16.0%
<b>Total Expenses</b>	<u>22,658,959</u>	<u>100%</u>
Excess expenses over funds available (fund deficit)	<u><u>\$(5,038,319)</u></u>	

<sup>1</sup>Other Revenues consist of gift card fees, gift card breakage and fees charged for CRM services.

Upon request, we will provide you with an annual unaudited summary of Brand Marketing Fund contributions and expenses. We will make available to you electronic marketing manuals (“**Marketing Manual**”) and grant you access to an online advertising kit that will contain samples of local advertisements we approve. You will only use the advertising materials that we provide or approve. The Advertising Manual remains our property and must be returned to us upon the termination or expiration of the Franchise Agreement for any reason. You may not embark upon advertising in any media without our written approval of the media. Electronic Communication Systems or “**ECS**” means any of one or more local or global interactive communications media that is now available, or that may become available, and includes the Internet, websites, domain names, social media, and any other existing or future form of electronic communication or commerce. We may choose to direct or control use of social media sites and other forms of ECS. You may not use social media and other forms of ECS to promote your Franchise Business. You will submit to us all advertising copy and other marketing and promotional materials before you use them in your local marketing program. You may not use any advertising copy or other promotional material until we approve it. If within ten days after submission, we have not advised you in writing that the material is approved, the material will be deemed disapproved by us for you to use.

You must spend through us or at our direction up to \$15,000 on marketing before opening and during the first 180 days you operate the Franchised Store. If we require you to enter into a Development Billing Agreement, we will spend this amount on your behalf. We may require all

or a portion of these funds to be paid into the Brand Marketing Fund for purposes of national media, digital marketing, or other marketing expenses. We or our agent will provide an opening marketing plan for the Franchised Store and assist with the Franchised Store's opening marketing. In addition, before opening the Franchised Store for business you may be required to obtain professional public relations assistance and advice to effectively execute the Franchised Store's opening marketing plan.

We may provide other supervision, assistance, or services, although the Franchise Agreement or other related agreements do not bind us to do so. These may include marketing materials, literature, additional assistance in training, secret shopper programs, promotional materials, bulletins on new food products, merchandise, and new sales and marketing developments, techniques, frequency of purchase programs, point-of-purchase materials, gift cards or certificates and loyal guest programs.

A Franchise Advisory Board (“**FAB**”) is utilized by us to gather input and advice from the franchise community on key initiatives and business issues. The FAB serves in an advisory capacity only. Members of the FAB are franchisees elected by the franchisee community or appointed by us. Currently, the FAB has an Operations Committee, a Marketing Committee and a Technology Committee. These committees consist of both franchisees and our employees, as appointed by us. We have the right to form, change or dissolve the FAB.

You must participate in the multi-area marketing programs that we specify and we may specify maximum resale prices in connection with such programs. For example, you must participate in periodic national or regional promotions, and purchase related marketing kits at a reasonable cost. You must place and display our franchise sales brochures that we provide at our cost in your Franchised Store as directed by us. We may reasonably designate local or regional advertising coverage areas to develop cooperative local or regional advertising and promotional programs. You must participate in and contribute your share to the cooperative advertising and promotional programs in your Advertising Coverage Area (as defined below).

Your contributions to regional cooperative advertising or promotional programs will be credited toward the minimum local marketing and promotional expenditure required by Section 5.2 of the Franchise Agreement. “**Advertising Coverage Area**” means the area covered by a particular advertising medium (television, radio or other medium) as recognized in the industry or as determined by us.

Your contributions must be paid as detailed in the governing documents of the local or regional advertising cooperative approved by us. We have the right to require and approve or disapprove bylaws or other governing documents under which these cooperative advertising and promotional programs operate. We have the right to approve or disapprove the advertising agencies that work on behalf of the cooperative advertising and promotional programs.

We may form, change, merge or dissolve any cooperatives or regional advertising groups and must approve all governing documents and all activities and advertising of any cooperative. All cooperatives will report to us in the manner required by the Franchise Agreement.

3. Periodically provide refresher training programs, seminars or regional meetings. We may require that you or your managers attend and complete them to our satisfaction. These training programs, seminars and regional meetings will be held at locations we designate and will be provided at no cost to you for the training, but you will be exclusively responsible for paying all travel, accommodations, meals and other expenses and compensation of attending these programs and seminars. (See FA, Section 2.4.)

4. Hold a convention (“**Franchise Convention**”) or regional meetings periodically for the franchisees that make up our franchise system. (See FA, Section 6.19.)

Each Franchise Convention may be held at a different location. The Franchise Convention may include programs on sales and marketing techniques, performance specifications, advertising programs, training suggestions, and committee elections. Your attendance at each convention is strongly encouraged. You will bear all expenses of attending, including travel, accommodations, meals, entertainment and other expenses. We may charge you a fee to attend the Franchise Convention. For any Franchise Convention that you do not attend, we may deliver to you and you will pay us for audio or video recordings and written summaries of the activities of convention. The price for the audio and video recordings and written summaries for each annual convention will be established by us periodically but will not be more than \$500. (See ITEM 6.)

5. Access your business, computer systems, and point-of-sale data to verify and secure your compliance with your obligations. (See FA, Sections 6.5 and 6.9.)

6. Periodically inspect the facilities of your manufacturers, contractors, suppliers, and distributors and notify you and the manufacturers, contractors, suppliers, and distributors in writing of any failure to meet our specifications and standards. (See FA, Section 6.10.)

7. Periodically send to you updates to the Operations Manual, methods of operation, promotional materials and bulletins on developments, new sales and marketing techniques, and products, which you must adhere to and follow. (See FA, Section 6.14.)

8. Require you to install and use a computer system and a single-purposed point-of-sale and back office system supplied by one or more vendors approved by us (“**PMI Enterprise Solution**”). We recommend your back office system include accounting, cash control, labor management, inventory control, sales terminals and various other capabilities or technologies. We may require you to augment the PMI Enterprise Solution with additional capabilities and technologies in the future. You must lease, purchase or otherwise acquire, at your expense, from our approved vendors, hardware, software and services with the appropriate configurations as determined by us based on projected volume and other factors. You must have and utilize an Internet firewall provided by a managed security partner approved by us. Each server and terminal must have the most current versions of approved software. Each server and terminal must have the most current version of anti-virus software that is approved by us and the subscription must be kept current. You must have a business-class high speed Internet connection (digital subscriber line (DSL) or cable) from an approved vendor, installed, to operate the point-of-sale system and allow for updates and third party remote support. (See FA, Section 6.9.) You must have credit card, gift card and electronic benefit transfer card accounts from an approved vendor, set up at our direction on your behalf to operate via the point-of-sale system. Your total initial purchase,

installation and training costs for the PMI Enterprise Solution will range from \$20,948 for a minimally configured system to \$23,836 for a five-terminal system. This amount is included in the Opening Package. You may be required to upgrade, replace or modify the PMI Enterprise Solution by purchasing the necessary equipment and paying the cost of installation and set-up fees and license fees. There are no contractual limits on the frequency and cost of this obligation. We or our agents may enter your business or enter through a remote connection, manually or via automated polling, and have access to the computer system to collect, store, utilize, and disseminate the data and all information captured by the computer system or point-of-sale system, along with any reports and records, to examine or audit your business, at any reasonable time without notice and without limitation. We are the sole owner of guest data and all related information collected through the point-of-sale system and your use of such information is solely pursuant to a license as granted pursuant to the Franchise Agreement.

We require help desk support from our Store Solutions team currently at a cost of \$586 per year. We require software maintenance for all Franchised Stores currently at an annual cost of \$430 per year. We also require site hosting, anti-virus and additional services for all Franchised Stores at an annual combined cost currently of \$630 per store. We strongly recommend hardware maintenance. You will have and provide to us an email address that you must access pursuant to the Operations Manual.

If you purchase an existing Store, you may be required to upgrade the point-of-sale system by purchasing the necessary equipment and paying the cost of installation and set-up fees. Currently, the estimated cost is between \$1,275 to \$6,200 for a five-terminal system. These amounts may change.

Computer systems are vulnerable in varying degrees to hardware and software failures, configuration-related problems, computer viruses, bugs, power disruptions, communication line disruptions, ECS (including Internet) access failures, ECS content failures, date-related problems, and attacks by hackers and other unauthorized intruders (“**E-Problems**”). We have taken reasonable steps to ensure that E-Problems will not materially affect our business. We do not guarantee that information or communication systems that we or others supply will not be vulnerable to E-Problems. It is your responsibility to protect yourself from E-Problems. You should also take reasonable steps to verify that your suppliers, lenders, landlords, guests, and governmental agencies on which you rely, have reasonable protection from E-Problems. This may include taking reasonable steps to secure your systems (including firewalls, password protection, and anti-virus systems) and to provide backup systems.

The typical length of time between the signing of the Franchise Agreement or first payment of consideration for the franchise and the opening of the Franchised Store for business is about 210 days. You are expected to complete the mandatory training and commence your Franchised Store operations within one year after you sign the Franchise Agreement. (See FA, Section 6.1.) Factors that may affect this time are finding and negotiating for the Franchise Premises, arranging for the training session, refurbishing and remodeling requirements, equipping the Franchise Premises, obtaining initial inventory, financing and business permit requirements, and your personal operational needs.

## **ITEM 12 TERRITORY**

### **Franchised Stores**

You will be given a specific location within which you will operate your Franchised Store. 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. The specific address for the Franchise Premises or the area within which it may be located will be identified in **Attachment A** to the Franchise Agreement. You must obtain our prior written approval for the site of the Franchise Premises and your related lease. We retain the right to withhold approval.

In determining whether to approve the site you select, we may consider our market analysis, market penetration plans, franchise placement strategies, and prior franchise commitments. Other factors we may consider include but are not limited to population demographics, traffic, parking, and other businesses in the area. We have developed a franchise placement policy and related procedures, which may be changed or eliminated by us at any time. When the exact location for the Franchised Store is decided, it will be memorialized in writing to identify the Franchise Premises.

You must receive our written permission before you relocate any Franchised Store. You may not do business, solicit guests, or place advertisements by any means, or use ECS, that primarily reach persons outside your Advertising Coverage Area (or local cooperative as designated by us), except with our prior written permission or following the local marketing requirements in the Operations Manual. Currently, you may not market on the Internet or any other ECS. We may choose to direct or control use of social media sites and other forms of ECS. You may not use social media and other forms of ECS to promote your Franchise Business. We will own all data gathered through all such forms of ECS.

We reserve the following rights, without any compensation to you: (i) we may establish company-owned or franchised operations, including retail operated stores using our methods of operation, trade names or trademarks that will compete with you, at any location we select; (ii) we may sell any products or services anywhere, whether or not using the Marks, through various channels of distribution, including ECSs, wholesale, mail order, multi-area marketing programs, and retail or government/military channels. ECS is a channel of distribution reserved exclusively to us, and you may not independently market or conduct business on the Internet or any other ECS; (iii) we may purchase or be purchased by, or merge or combine with, competing businesses wherever located; (iv) we may offer franchises in the future, and have done so in the past, on terms we deem appropriate, including terms that differ from the Franchise Agreement; and (v) we may establish multi-area marketing programs. We may offer you the opportunity to service guests developed by a multi-area marketing program, or we may make other arrangements to do so.

In the Franchise Agreement, you do not receive the right to acquire additional franchises or to grant subfranchises. There are no minimum sales quotas for your franchise.



As described in ITEM 1, through common ownership by MTY Food Group, we have four affiliates that franchise over 50 different concepts, primarily in the United States and Canada. Certain of these restaurant concepts franchised or sub-franchised offer goods or services that are the same or similar to those that you will offer under the Papa Murphy’s brand.




Kahala Franchising currently offers franchises for restaurants primarily offering pizza under the Johnnie’s New York Pizzeria brand. Similar to Papa Murphy’s Franchised Stores, Johnnie’s New York Pizzeria franchisees are not granted an exclusive territory. Any conflicts that may arise between a Johnnie’s New York Pizzeria franchisee and a Papa Murphy’s franchisee regarding territory, guests or our support that cannot be resolved through negotiation between the parties will be resolved through litigation. Kahala Franchising’s principal business address is 9311 E. Via De Ventura, Scottsdale, Arizona 85258.

In addition, MTY Canada currently offers franchises for restaurants primarily offering pizza under the Giorgio Ristorante brand, the Pizza Delight brand, the Tosto Quickfire Pizza Pasta brand, the Toujours Mikes brand, and the Vanellis Fresh Italian Foods brand. Similar to Papa Murphy’s Franchised Stores, Giorgio Ristorante franchisees, Pizza Delight franchisees, Tosto Quickfire Pizza Pasta franchisees, Toujours Mikes franchisees, and Vanellis Fresh Italian Foods franchisees are not granted an exclusive territory. The Giorgio Ristorante concept, Pizza Delight concept, Tosto Quickfire Pizza Pasta concept and Vanellis Fresh Italian Foods concept are currently franchised only in Canada, and not in the United States. The Toujours Mike concept is franchised only in Canada and internationally, primarily in Bahrain. If in the future any conflicts may arise between a Giorgio Ristorante franchisee, Pizza Delight franchisee, Tosto Quickfire Pizza Pasta franchisee, Toujours Mikes franchisee or Vanellis Fresh Italian Foods franchisee, and a Papa Murphy’s franchisee regarding territory, guests or our support that cannot be resolved through negotiation between the parties will be resolved through litigation. MTY Canada’s principal business address is 8210, route Transcanadienne, Suite 200, Saint-Laurent, Québec, H4S 1M5, Canada.

### ITEM 13 TRADEMARKS

We grant you the right to use certain trademarks, service marks and other commercial symbols in the operation of your Franchised Store (“**Marks**”). Unless otherwise noted all of our primary Marks are registered with the United States Patent and Trademark Office (“**USPTO**”) on the Principal Register as follows:

MARK	REGISTRATION NUMBER	DATE OF REGISTRATION	
A Fresh Way of Making Pizza®	2,736,495	July 15, 2003	Words
DELITE®	3,339,186	November 20, 2007	Words
FAVES®	4,451,217	December 17, 2013	Words
Handmade. Home Baked.®	4,137,870	May 8, 2012	Words
	4,145,311	May 22, 2012	

MARK	REGISTRATION NUMBER	DATE OF REGISTRATION	
HeartBaker®	4,222,983	October 9, 2012	Words
Love at 425®	4,949,640	May 3, 2016	Words
Mini Murph®	4,164,027	June 26, 2012	Words
Papa Murphy's®	1,983,341	July 2, 1996	Words
Papa Murphy's Pizza®	4,812,272	September 15, 2015	Words
Papa Murphy's Pizza® (stylized and/or with design; color)	4,131,041	April 24, 2012	
Papa Murphy's Take 'N' Bake Pizza®	3,148,464	September 26, 2006	Words
Papa Murphy's Take 'N' Bake Pizza (Color Design)	90/755,503	Applied for June 4, 2021	
Papa Murphy's Take 'N' Bake Pizza (Color Design)	97/011,750	Applied for September 3, 2021	
Papa Murphy's Take 'N' Bake Pizza® (with design; color)	3,148,457	September 26, 2006	
Papa's Favorite®	1,447,787	July 14, 1987	Words
XLNY®	5,342,915	November 21, 2017	Words

All required affidavits of continued use and renewals have been filed.

There are no currently effective material determinations of the USPTO, the Trademark Trial and Appeal Board, the trademark administrator of any state or any court, nor are there any pending material infringements, opposition or cancellation proceedings or material litigation, involving the Marks.

There are no agreements currently in effect that limit our rights to use or license the use of the Marks. We know of no infringing uses that could materially affect your use of the Marks.

We claim common law rights to the Marks and any other marks used by us in the United States, and our domain names and trade dress.

The Marks are our sole and exclusive property. You must follow our rules, which are in the Franchise Agreement and the Operations Manuals, when you use these Marks. You must notify us immediately of any claim, demand or suit involving your use of the Marks, and of any unauthorized or improper use or infringement of our rights relating to the Marks. We will decide to take action or not take action, as we deem appropriate. If there is any infringement or challenge

to your use of the Marks, and we must modify or replace one or more Marks, we will reimburse you only for actual direct costs of purchasing new signage and stationery as a result of the changed Marks.

You may not use the Marks in any manner that we have not authorized in writing. You may not use or give others permission to use the Marks, or any colorable imitation of them, combined with any other words or phrases. You may not sublicense the Marks. You may not use our Marks as part of your business name or on the Internet or on any ECS. You may not market or have a site on the Internet or other ECS, except at our website.

All goodwill associated with the Marks, including any goodwill that might be deemed to have arisen through your activities, will accrue directly and exclusively to our benefit.

We retain the right to change or modify any part of the Marks periodically. You will accept, use, and protect, for the purposes of your franchise, all changes and modifications as if they were a part of the Marks at the time the Franchise Agreement is executed. Except as described above, you will bear all costs and expenses that may be reasonably necessary because of these changes or modifications. Under no circumstances will we be liable to you for any damages, costs, losses, or detriments related to these changes or modifications.

#### **ITEM 14 PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION**

We do not own any patent issued by the USPTO, or any copyright issued by the United States Registrar of Copyrights, that is material to the franchise. However, we claim copyright protection of the Operations Manual, menus, advertising and promotional materials, and related items although these materials have not been registered with the United States Registrar of Copyrights. ITEM 11 describes the Operations Manual and the limits on use of the copyrighted materials by you and your employees.

We affix a statutory notice of copyright to our Operations Manual, to most of our advertising products, and to our pizza, salads, desserts and other products, and to all modifications and additions to them. There are no determinations, agreements, infringements or obligations currently affecting these notices or copyrights. You have no rights to the copyrighted material. You are granted the right and are required to use the copyrighted items only with your operation of the Franchised Store during the term of your Franchise Agreement. You may not copy, duplicate, record or otherwise reproduce any material that is set forth in the Operations Manual.

Information disclosed to you and your employees concerning the development and operation of the Franchised Store includes valuable proprietary information and trade secrets, is considered our property and may be used by you only as provided in the Franchise Agreement. You may not use our confidential information in any unauthorized manner and must act reasonably to prevent its disclosure to others. You must contact us immediately if you learn of any unauthorized use of our proprietary information. You must also agree not to contest our rights to and interest in our copyrights and other proprietary information. You must notify us immediately of any claim, demand or suit involving your use of the proprietary information, and of any unauthorized or improper use or infringement of our rights relating to the proprietary information.

We will decide to take action or not take action, as we deem appropriate. You may not use the proprietary information in any manner that we have not authorized in writing.

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

You, or your approved operations personnel, must personally oversee and manage the actual day-to-day operation of your Franchised Store, except as we may agree in writing for good cause. If you own more than one Franchised Store, you must actively participate in the management and operation of each of the Franchised Stores owned by you. In addition, we may impose a requirement that includes requiring Certified Managers at each location and providing equity ownership, or similar incentives, to store operating personnel as a condition to granting you additional franchises. Such specific requirements will become part of your Franchise Agreement. Managers you employ to help you operate the Franchised Store must successfully complete the mandatory training program described in ITEM 11. All of your owners must agree to be bound by the confidentiality and noncompetition provisions of the Franchise Agreement.

**ITEM 16  
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL**

You may sell, serve or distribute only those Papa Murphy’s products, services and other items at the Franchised Store, which we have approved. You must offer all Papa Murphy’s products, services and other items that we designate as required by our franchisees. You must make all menu items in strict compliance with our specifications, recipes and requirements.

You may not, without our written consent, sell, serve, dispense or otherwise provide our products bearing our trademarks, trade names or service marks, except by retail sales in or delivered from the Franchised Store. Currently, you may not sell ready-to-eat baked products except as specified in the Operations Manual. We have the right to change the type of authorized Papa Murphy’s products, services and other items and there are no limits on our right to make changes.

**ITEM 17  
RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION**

**This table lists certain important provisions of the Franchise Agreement and related agreements. You should read these provisions in the agreements attached to this Disclosure Document. (FA) refers to sections in the Franchise Agreement. The MSC is governed by the terms of the Franchise Agreement.**

<b>THE FRANCHISE RELATIONSHIP</b>		
<b>Provision</b>	<b>Section in Franchise Agreement (unless otherwise indicated)</b>	<b>Summary</b>
a. Term of the Franchise	Section 2.1	Ten years.
b. Renewal or extension of the term	Section 7.1	Your renewal right may permit you to remain as a franchisee after the initial term of your FA expires. If you

<b>THE FRANCHISE RELATIONSHIP</b>		
<b>Provision</b>	<b>Section in Franchise Agreement (unless otherwise indicated)</b>	<b>Summary</b>
		wish to do so, and you satisfy the required pre-conditions to renewal, we will offer you the right to obtain an additional five-year term. You must sign our then-current FA for the renewal term and the then-current Successive Addendum (current form attached as Exhibit M). This new FA may have different terms and conditions (e.g., higher royalty and/or marketing fees) from the FA that covered your original term.
c. Requirements for you to renew or extend	Section 7.1	Give written notice at least six months before expiration of the initial term; faithfully perform under the initial agreement; refurbish, remodel, or replace the Franchise Premises and replace obsolete equipment; sign general release (current form attached as Exhibit N); sign a new agreement; pay renewal fee; have an acceptable location and lease; and attend any training we may require.
d. Termination by you	Sections 2.3	If this is your first Franchised Business, you may terminate the FA during the In-Store Compatibility Check for any or no reason. If you terminate, we will return the Franchise Fee less \$5,000.
e. Termination by us without cause	Sections 2.3	If this is your first Franchised Business, we may terminate the FA during the In-Store Compatibility Check for any or no reason. If we terminate, we will return the Franchise Fee.
f. Termination by us with cause	Section 7.2	We can terminate if you commit any one of a list of violations, or if your lease terminates.
g. "Cause" defined defaults which can be cured	Section 7.2	30 days to cure breach: (i) failure to begin operations within one year, (ii) breach of FA or other agreements with us, or (iii) failure to operate in accordance with the mandatory Operations Manual. 10 days to cure breach: failure to pay amounts due, or close account or place a stop payment instruction with your bank. 24 hours to cure breach: unsafe, unhealthy, unclean or unsanitary condition.
h. "Cause" defined defaults which cannot be cured	Section 7.2, 8.1	Abandonment, repeated default, misrepresentations, failure to successfully complete training, certain criminal conviction, endangerment of public health or safety, insolvency, bankruptcy or other proceedings, underreporting or fraud, noncompliance with law, lease termination or expiration, illegal or unauthorized use of the Franchise Premises, unauthorized transfer, termination of any other FA with us, acts injurious to our brand.
i. Your obligations on termination/nonrenewal	Section 7.3	Return of Operations Manual and Advertising Manual, guest data, release of telephone numbers and listings, remove all franchise-related equipment, furnishings, décor, signage, trade dress and inventory, payment of sums owed and future royalties, allow us final inspection and audit of your computer systems, books, records and accounts, abide by

<b>THE FRANCHISE RELATIONSHIP</b>		
<b>Provision</b>	<b>Section in Franchise Agreement (unless otherwise indicated)</b>	<b>Summary</b>
		post-termination, confidentiality, noncompetition and indemnity provisions. At our option, assign your lease and sell all franchise-related equipment, furnishings, and inventory to us as described in paragraph o. below.
j. Assignment of contract by us	None	(There are no restrictions on our right to transfer.
k. "Transfer" by you	Section 8.1	Restrictions apply if you sell, transfer, assign, encumber, give, lease, or sublease (collectively called "transfer") the whole or any part of: the Franchise Agreement, substantial assets of the Franchised Store, or ownership or control of you.
l. Our approval of transfer by you	Section 8.1	We have the right to approve all transfers.
m. Conditions for our approval of transfer	Section 8.1	If you use the services of a broker, you provide us a copy of the listing agreement, price and broker information; you submit a written request to transfer at least 30 days in advance; you provide a copy of the purchase agreement and the purchase price must not exceed fair market value by more than 20 percent; the transferee must qualify as a franchisee and assume your obligations; you must prove you have paid all your debts, you cannot be in default; the transferee must successfully complete the mandatory training and pay the then-current training fee; you or transferee must pay Transfer Fee; the transferee must sign a new Franchise Agreement on our then-current terms; the Franchised Store is refurbished and upgraded; you must release us; you must submit to us satisfactory evidence of the consent of lenders, lessors, and governmental authorities of permits and licenses; and you comply with all other conditions we required as specified in the Franchise Agreement, Operations Manual or otherwise in writing.
n. Our right of first refusal to acquire your business	Section 8.1	If you receive an offer, you must notify us within 7 days. We have the right to purchase using our standard form of purchase and sale agreement on the same terms and conditions by notifying you within 21 days.
o. Our option to purchase your business	Section 7.3	(Upon termination we may require you to sell your equipment, furnishings, and inventory to us, at the depreciated book value (straight-line depreciation over five years) for equipment and furnishings and at your invoice cost for inventory. We will not be liable for payment to you for intangibles, including goodwill, and may set off any amounts owed to us by you.  Upon expiration we may require you to sell your equipment, furnishings, and inventory to us, at the fair market value. We will not be liable for payment to you for intangibles, including goodwill, and may set off any amounts owed to us by you.

<b>THE FRANCHISE RELATIONSHIP</b>		
<b>Provision</b>	<b>Section in Franchise Agreement (unless otherwise indicated)</b>	<b>Summary</b>
p. Your death or disability	Section 8.2	Within 180 days, your heirs, beneficiaries, devisees or legal representatives may apply to (i) continue to operate the franchise, or (ii) transfer your franchise interest, as described in paragraph m. above.
q. Noncompetition covenants during the term of the franchise	Section 6.16	You may not engage in or have an interest in any business that is engaged in the wholesale or retail sale of pizza or other products served by the Franchised Store.
r. Noncompetition covenants after the franchise is terminated or expires	Section 6.16	Same as above, noncompetition covenant applies within a 25-mile radius of your Franchised Store and continues for two years after termination or expiration of franchise.
s. Modification of the agreement	Sections 6.14 and 10.8	We may modify the Operations Manual. Modifications to the FA must be in writing and signed by an authorized person from each of the parties.
t. Integration/merger clause	Sections 1.5, 10.7(c), 10.9	Only terms of Agreements and Operations Manual are binding. Any other promises may not be enforceable.
u. Dispute resolution by arbitration or mediation	Section 10.10	Except for certain claims for immediate relief, all disputes must be first negotiated then subject to non-binding mediation in the city that United States Arbitration and Mediation Service, Inc. has an office nearest our Support Center, unless otherwise mutually agreed.
v. Choice of forum	Section 10.12	Except for certain claims for extraordinary relief, dispute resolution will be in the applicable federal or state court for the judicial district in which we have our principal place of business at the time the action is commenced, except as stated in State Addenda to this Disclosure Document.
w. Choice of law	Section 10.7	Washington law applies to the contract, except to the extent governed by the United States Trademark Act, and except to the extent modified by the State Addenda to this Disclosure Document.

## **ITEM 18 PUBLIC FIGURES**

We do not currently use any public figure to promote the sale of franchises, but we reserve the right to do so in the future.

## **ITEM 19 FINANCIAL PERFORMANCE REPRESENTATIONS**

The FTC's Franchise Rule permits a franchisor to disclose information about the actual or potential financial performance of its franchised and/or franchisor-owned outlets if there is a reasonable basis for the information and if the information is included in the Disclosure Document. Financial performance information that differs from that included in ITEM 19 may be given only if: (1) a franchisor provides the actual records of an existing outlet you are considering buying; or

(2) a franchisor supplements the information provided in this ITEM 19, for example, by providing information about possible performance at a particular location or under particular circumstances.

In the sections below, we have provided:

- Unaudited statement of system store performance, and
- Unaudited benchmark costs for franchised stores.

Information for franchise-owned stores has been taken from self-reported weekly sales and period profit and loss statements. We have not audited or verified these figures or reports nor have we asked questions of the submitting franchisees to determine whether the information provided to us is in fact accurate and complete, although we have no reason to believe it is unreliable. We do not know whether the information was prepared consistent with generally accepted accounting principles.

The amount of sales realized and costs and expenses incurred will vary from store to store. The sales, costs and expenses of your Franchised Store will be directly affected by many factors, such as the Franchised Store's size, geographic location, menu mix, and competition in the marketplace; the presence of other Papa Murphy's Take 'N' Bake Pizza stores; the extent of market penetration and brand awareness that Papa Murphy's Take 'N' Bake Pizza stores have attained in your market; the quality of management and service at your Franchised Store; contractual relationships with lessors and vendors; the extent to which you finance the construction and operation of the Franchised Store; your legal, accounting, real estate and other professional fees; federal, state and local income, gross profits or other taxes; discretionary expenditures; and accounting methods used. You should, therefore, use this analysis only as a reference.

Where we state percentages in this section, those percentages have been rounded to the nearest one-tenth. Where we report dollar amounts, they have been rounded to the nearest dollar.

You are urged to consult with appropriate financial, business and legal advisors to conduct your own analysis of the information contained in this section. You also are urged to consult with as many of our existing franchisees as possible in all markets, and particularly in markets and regions similar to yours, to learn as much as possible about their experiences in the System and at their own franchises. A list of all of our franchisees, along with contact information, is contained in Exhibit B.

### **System Store Performance**

As of September 27, 2021, there were 1,254 domestic Papa Murphy's Take 'N' Bake Pizza stores open. As of September 28, 2020, there were 1,296 domestic Papa Murphy's Take 'N' Bake Pizza stores open. As of September 30, 2019, there were 1,343 domestic Papa Murphy's Take 'N' Bake Pizza stores open. The statements in this System Store Performance section are based on information reported by:

- (i) the 1,187 domestic Papa Murphy's Take 'N' Bake Pizza stores, both franchise-owned and company-owned, that were open and operating for all of the trailing 52 weeks ending on September 27, 2021. These stores represent 51 company-owned stores



and 1,136 franchise-owned stores (collectively referred to herein as “**2021 System Stores**”). All 1,187 2021 System Stores offer substantially the same menu and product mix that your Franchised Store will offer; and

(ii) the 1,250 domestic Papa Murphy’s Take ‘N’ Bake Pizza stores, both franchise-owned and company-owned, that were open and operating for all of the trailing 52 weeks ending on September 28, 2020. These stores represent 57 company-owned stores and 1,193 franchise-owned stores (collectively referred to herein as “**2020 System Stores**”). All 1,250 2020 System Stores offer substantially the same menu and product mix that your Franchised Store will offer; and

(iii) the 1,319 domestic Papa Murphy’s Take ‘N’ Bake Pizza stores, both franchise-owned and company-owned, that were open and operating for all of the trailing 52 weeks ending on September 30, 2019. These stores represent 89 company-owned stores and 1,230 franchise-owned stores (collectively referred to herein as “**2019 System Stores**”). All 1,319 2019 System Stores offer substantially the same menu and product mix that your Franchised Store will offer.

The ranges of Net Sales and averages of the 2021, 2020, and 2019 System Stores are listed below:

	<b>2021</b>	<b>2020</b>	<b>2019</b>
Number of System Stores	1,187	1,250	1,319
Net Sales			
Highest	\$2,502,426	\$2,323,824	\$2,031,293
Lowest	\$143,370	\$140,648	\$97,922
<b>System Store Average Net Sales</b>	<b>\$649,316</b>	<b>\$606,153</b>	<b>\$565,687</b>
Number of Stores Exceeding Average Net Sales	485	519	534
Percentage of Stores Exceeding Average Net Sales	40.9%	41.5%	40.5%
<b>System Store Median Net Sales</b>	<b>\$562,768</b>	<b>\$525,195</b>	<b>\$504,127</b>

### **Franchised Outlets Only**

The ranges of Net Sales and averages of the 2021, 2020, and 2019 franchised stores only are listed below:

	<b>2021</b>	<b>2020</b>	<b>2019</b>
Number of Franchised Stores	1,136	1,193	1,230
Net Sales			
Highest	\$2,502,246	\$2,323,824	\$2,031,293
Lowest	\$145,370	\$140,648	\$97,922

	2021	2020	2019
<b>Franchised Store Average Net Sales</b>	<b>\$657,691</b>	<b>\$615,496</b>	<b>\$568,241</b>
Number of Franchised Stores Exceeding Average Net Sales	462	498	496
Percentage of Franchised Stores Exceeding Average Net Sales	40.7%	41.7%	40.3%
<b>Franchised Store Median Net Sales</b>	<b>\$580,441</b>	<b>\$532,262</b>	<b>\$504,406</b>

### Company-Owned Outlets Only

The ranges of Net Sales and averages of the 2021, 2020 and 2019 Company-Owned Stores only are listed below:

	2021	2020	2019
Number of Company-Owned Stores	51	57	89
Net Sales			
Highest	\$976,252	\$767,552	\$1,381,438
Lowest	\$169,418	\$165,338	\$180,730
<b>Company-Owned Store Average Net Sales</b>	<b>\$462,761</b>	<b>\$410,608</b>	<b>530,391</b>
Number of Company-Owned Stores Exceeding Average Net Sales	21	23	37
Percentage of Company-Owned Stores Exceeding Average Net Sales	41.2%	40.4%	41.6%
<b>Company-Owned Store Median Net Sales</b>	<b>\$447,725</b>	<b>\$388,140</b>	\$492,050

### Benchmark Costs

This section is based on the unaudited sales and operating costs reported for 819 franchised stores that were open and operating for all of the trailing 52 weeks ending on September 27, 2021, 857 franchised stores that were open and operating for all of the trailing 52 weeks ending on September 28, 2020, and the 659 franchised stores that were open and operating for all of the trailing 52 weeks ending on September 30, 2019, and for which the franchisee submitted profit and loss statements in the appropriate format for this period (“**Benchmark Stores**”). This section excludes those stores where we found more than a two percent variance between sales data provided in weekly sales reports and sales data reported in profit and loss statements for the same store. Although we have no information or basis to believe the data regarding Benchmark Stores is inaccurate, we have relied on the data reported by franchisees and have not audited it. We are pursuing initiatives to automate profit and loss reporting with the goal of further increasing the amount and accuracy of the available data. Note: As franchised stores have 90 days to submit year-end financial statements, 2021 sales and operating costs are not currently available.

These results have not been audited and though the numbers appear to accurately reflect the level of results expected, there is no guarantee that they are in whole or part correct.

<b>VOLUME CATEGORY</b>		<b>2021</b>	<b>2020</b>	<b>2019</b>
Number of Stores		819	857	659
<b>By Category:</b>	Notes			
Net Sales				
Highest		\$2,495,542	\$1,873,251	\$1,823,248
Lowest		\$146,368	\$140,648	\$136,186
Average Gross Sales		1	\$806,539	\$765,252
Median Gross Sales		1	\$727,715	\$692,327
Average Discounts (on Gross Sales)		2	13.5%	14.9%
Median Discounts (on Gross Sales)		2	13.7%	15.0%
<b>Average Net Sales</b>		3	<b>\$697,417</b>	<b>\$650,879</b>
<b>Median Net Sales</b>		3	<b>\$622,937</b>	<b>\$596,760</b>
Number of Stores Exceeding Average Net Sales			333	341
Percentage of Stores Exceeding Average Net Sales			40.7%	41.7%
Average COGS		4	31.2%	32.2%
Median COGS		4	31.2%	32.2%
Average Employee Labor		5	18.7%	18.8%
Median Employee Labor		5	18.4%	18.7%
Average Management		6	4.8%	5.0%
Median Employee Management		6	5.2%	5.1%
Average Payroll Taxes and Benefits		7	3.1%	2.9%
Median Payroll Taxes and Benefits		7	2.9%	2.6%
Average Advertising		8	7.3%	7.5%
Median Advertising		8	7.7%	7.9%
Average Rent & CAM		9	5.8%	6.0%
Median Rent & CAM		9	6.1%	6.3%
Average Other Store Expenses		10	9.0%	8.6%
Median Other Store Expenses		10	9.4%	8.8%
Average Royalties		11	5.0%	5.0%
Median Royalties		11	5.0%	4.9%
Average Store Contribution		12	15.1%	14.2%

VOLUME CATEGORY		2021	2020	2019
Median Store Contribution	12	12.7%	12.6%	13.3%

The notes to the above table are an integral part of the bases and assumptions of this analysis. You should particularly note the following:

The table of Benchmark Stores' data is based upon the self-reported profit and loss statements. The average and median sales and average and median costs reflected in the analysis are of the certain stores included in Benchmark Stores and should not be considered as the actual or potential sales, costs, income or profits that you will realize. We do not represent that any franchisee can expect to attain the sales, costs, income or profits described in this section, or any particular level of sales, costs, income or profits. In addition, we do not represent that any franchisee will derive income that exceeds the initial payment for or investment in the Franchised Store.

This analysis of benchmark costs does not include any estimates of the federal income tax that would be payable on the net income from a store or state or local net income or gross profits taxes that may be applicable to the particular jurisdiction in which a store is located. You are strongly urged to consult with your tax advisor regarding the impact that federal, state and local taxes will have on the amounts shown in the analysis.

Notes:

- (1) Average and Median Gross Sales. The gross sales figures set forth above represent all food and beverage sales before any coupons or other discounts are taken. It does not include sales taxes collected.
- (2) Average and Median Discounts. The percentages reported above include coupons and discounts and other price reductions offered on promotional items or offers. This percentage may also include any discount offered to employees. The percentage is calculated on gross sales as reported in the point of sale system and may vary to accommodate systemwide programming.
- (3) Average and Median Net Sales. The sales figures set forth above represent all food and beverage sales, less discounts. This is the amount on which you will calculate your royalty payments.
- (4) Average and Median Cost of Goods (“COGS”). Average and median COGS includes all food inventory and packaging delivered to the store and used in creating the product for sale, but excludes cleaning supplies and similar items. We negotiate contracts for quantity and price for both beverages and certain food products to take advantage of volume discounts. (See ITEM 8.)
- (5) Average and Median Employee Labor. Average and median employee labor reflects hourly wages, including both regular and overtime wages (including crew, assistant managers, shift leaders), for food preparation and service. No corporate management personnel are included in labor costs. The amount of hourly labor necessary to operate a

Franchised Store will vary from unit to unit, but should incrementally increase or decrease with the sales volume of the Franchised Store. Hourly wages may vary significantly by geographic location, the supply of and demand on the local labor pool, and state and federally mandated minimum wage laws. Labor includes wages only and does not include payroll taxes, medical or workers compensation insurance or 401(k) plan contributions. You will have sole control over the staffing and scheduling of labor at the Franchised Store.

- (6) Average and Median Management. Management costs include payroll expenses (such as salaries, bonuses, sick time and vacation) for the Franchised Store manager. The number of managers may vary based on sales volume and your requirements may differ from those of a Benchmark Store. In some cases, a franchisee serves as the store manager and draws little or no salary.
- (7) Average and Median Payroll Taxes and Benefits. Average and median payroll taxes include unemployment taxes (both federal and state), FICA, employee injury insurance or workers compensation where required. Average and median benefits include employee benefits and 401(k) plan contributions.
- (8) Average and Median Advertising. This category is comprised primarily of four types of expenditures: (a) local store marketing and merchandising, (b) contribution to the Brand Marketing Fund (formerly known as the Advertising and Development Fund), (c) expenditures on Multi-Area Marketing Programs and Promotions, as defined in the Franchise Agreement, and (d) your Franchised Store's designated percentage contribution to your local advertising cooperative, which can be different for each designated marketing area.
- (9) Average and Median Rent and Common Area Maintenance ("Rent & CAM"). Rent and CAM includes rent and lease costs, common area maintenance expenses and tax and insurance due the landlord. Rent and lease costs include the base rent and any percentage rent. Common area maintenance costs typically include franchisee's pro rata charges for items such as parking lot maintenance, lighting, real estate taxes, taxes on the common areas and costs of maintaining the common areas. Rental costs will vary as a result of space requirements, location of the Franchised Store, local market conditions and other factors.
- (10) Average and Median Other Store Expenses. Other store expenses include the cost of bank fees, accounting and payroll services, utilities, repairs and maintenance, telephone, insurance, janitorial, smallwares, taxes and licenses, broadband/Internet, point-of-sale system costs, credit card processing charges, online ordering fees, delivery fees, uniforms, and laundry and supplies. Utilities include electricity, gas, water and telephone costs for the operation of the Franchised Store. The pro rata share of common area utility costs is included under rent and lease payments. (See Note 9.) These costs are subject to local market conditions and may vary depending on the geographic location of the Franchised Store and other factors. This costs category also includes personal property taxes, other real estate taxes not included in rent and lease and other operating licenses required by state and local agencies. You should investigate property taxes in the area in which you plan to locate your Franchised Store.

- (11) Average and Median Royalties. Royalties are a fee equal to 5 percent of your Franchised Store Net Sales.
- (12) Average and Median Store Contribution. The store contribution represents revenue less expenses described herein, and this figure does not reflect other costs which you may incur as a franchisee, which may include general and administrative costs, depreciation (consult with your tax advisor regarding depreciation and amortization schedules and the period over which the assets may be amortized or depreciated as well as the effect, if any, of recent and proposed tax legislation), and financing costs, if any. In addition, you will also be subject to local, state and federal income taxes which are not reflected in the preceding table.

### General Notes

Written substantiation of the data used in preparing this analysis will be made available on reasonable request.

**Some Papa Murphy’s Take ‘N’ Bake Stores have earned this amount. Your individual results may differ. There is no assurance that you will earn as much.**

Other than the preceding financial performance representations, we do 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 revenue and/or income, you should report it to the franchisor’s management by contacting Victoria Tullett, Papa Murphy’s International LLC, at 8000 NE Parkway Drive, Suite 350, Vancouver, Washington 98662, (360) 260-7272, the Federal Trade Commission, and the appropriate state regulatory agencies.

## ITEM 20 OUTLETS AND FRANCHISEE INFORMATION

**Table No. 1  
Systemwide Outlet Summary for Years 2019 to 2021**

Column 1	Column 2	Column 3	Column 4	Column 5
Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2019	1,291	1,256	35
	2020	1,256	1,231	25
	2021	1,231	1,212	19
Company-Owned	2019	106	74	32
	2020	74	58	16
	2021	58	27	31

Total Outlets	2019	1,397	1,330	67
	2020	1,330	1,289	41
	2021	1,289	1,239	50

- (1) In 2019 our fiscal year end changed to the Monday closest to November 30. Numbers for 2019 are for the period of January 1, 2019 through December 2, 2019 to avoid double counting the month of December 2018.
- (2) Store counts for 2020 are for the fiscal year commencing December 3, 2019 and ending November 30, 2020.
- (3) Store counts for 2021 are for the fiscal year commencing December 1, 2020 and ending November 29, 2021.

**Table No. 2**  
**Transfers of Outlets from Franchisees to New Owners**  
**(other than the Franchisor) for Years 2019-2021**

Column 1	Column 2	Column 3
State	Year	Number of Transfers
Alaska	2019	2
	2020	1
	2021	0
Alabama	2019	1
	2020	0
	2021	0
Arizona	2019	5
	2020	2
	2021	4
California	2019	6
	2020	6
	2021	6
Colorado	2019	9
	2020	6
	2021	6
Georgia	2019	0
	2020	0
	2021	4
Idaho	2019	0
	2020	0
	2021	3

Column 1	Column 2	Column 3
State	Year	Number of Transfers
Illinois	2019	1
	2020	2
	2021	4
Indiana	2019	2
	2020	0
	2021	0
Iowa	2019	0
	2020	0
	2021	1
Kansas	2019	0
	2020	0
	2021	1
Michigan	2019	0
	2020	0
	2021	0
Minnesota	2019	3
	2020	2
	2021	3
Missouri	2019	0
	2020	2
	2021	9
Montana	2019	0
	2020	0
	2021	1
Nevada	2019	0
	2020	1
	2021	0
New Mexico	2019	2
	2020	0
	2021	0
North Carolina	2019	4
	2020	0
	2021	0
North Dakota	2019	7
	2020	0
	2021	0



Column 1	Column 2	Column 3
State	Year	Number of Transfers
Oklahoma	2019	1
	2020	2
	2021	0
Oregon	2019	0
	2020	12
	2021	3
South Dakota	2019	1
	2020	1
	2021	0
Tennessee	2019	0
	2020	18
	2021	1
Texas	2019	1
	2020	2
	2021	5
Utah	2019	5
	2020	2
	2021	3
Virginia	2019	1
	2020	0
	2021	0
Washington	2019	9
	2020	12
	2021	4
Wisconsin	2019	9
	2020	1
	2021	14
Total	2019	69
	2020	72
	2021	72

**Table No. 3****Status of Franchised Outlets for Years 2019-2021**

Col. 1	Col. 2	Col. 3	Col. 4	Col. 5	Col. 6	Col. 7	Col. 8	Col. 9
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
Alabama	2019	33	0	4	0	0	0	29
	2020	29	1	3	0	0	0	27
	2021	27	3	8	0	0	0	22
Alaska	2019	12	0	1	0	0	0	11
	2020	11	0	0	0	0	0	11
	2021	11	0	0	0	0	0	11
Arizona	2019	54	0	2	0	0	0	52
	2020	52	0	3	0	0	0	49
	2021	49	0	1	0	0	0	48
Arkansas	2019	7	0	3	0	0	0	4
	2020	4	0	1	0	0	0	3
	2021	3	0	1	0	0	0	2
California	2019	157	1	6	0	0	0	152
	2020	152	0	8	0	0	0	144
	2021	144	0	3	0	0	0	141
Colorado	2019	86	0	1	0	0	0	85
	2020	85	0	2	0	0	0	83
	2021	83	0	3	0	0	0	80
Florida	2019	10	0	4	0	0	0	6
	2020	6	0	1	0	1	0	4
	2021	4	0	1	0	0	0	3
Georgia	2019	5	0	1	0	0	0	4
	2020	4	0	0	0	0	0	4
	2021	4	0	0	0	0	0	4
Hawaii	2019	2	0	0	0	0	0	2
	2020	2	0	0	0	0	0	2
	2021	2	0	0	0	0	0	2
Idaho	2019	26	1	0	0	0	0	27
	2020	27	9	0	0	0	0	36
	2021	36	0	0	0	0	0	36
Illinois	2019	23	0	2	0	0	0	21
	2020	21	0	3	0	0	0	18
	2021	18	0	2	0	0	0	16
Indiana	2019	29	0	3	0	0	0	26
	2020	26	0	1	0	0	0	25
	2021	25	0	1	0	0	0	24

Col. 1	Col. 2	Col. 3	Col. 4	Col. 5	Col. 6	Col. 7	Col. 8	Col. 9
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
Iowa	2019	33	0	1	0	0	0	32
	2020	32	0	1	0	0	0	31
	2021	31	0	2	0	0	0	29
Kansas	2019	32	0	1	0	0	0	31
	2020	31	0	0	0	0	0	31
	2021	31	0	3	0	0	0	28
Kentucky	2019	13	0	0	0	0	0	13
	2020	13	1	3	0	0	0	11
	2021	11	0	2	0	0	0	9
Louisiana	2019	2	0	0	0	0	0	2
	2020	2	0	1	0	0	0	1
	2021	1	0	0	0	0	0	1
Michigan	2019	11	0	6	0	0	0	5
	2020	5	0	0	0	0	0	5
	2021	5	7	0	0	0	0	12
Minnesota	2019	72	1	4	0	0	0	69
	2020	69	0	0	0	0	0	69
	2021	69	23	2	0	0	0	90
Mississippi	2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
Missouri	2019	47	0	2	0	0	0	45
	2020	45	1	3	0	0	0	43
	2021	43	0	0	0	0	0	43
Montana	2019	14	0	0	0	0	0	14
	2020	14	0	0	0	0	0	14
	2021	14	0	0	0	0	0	14
Nebraska	2019	13	0	0	0	0	0	13
	2020	13	0	1	0	0	0	12
	2021	12	1	1	0	0	0	12
Nevada	2019	25	1	1	0	0	0	25
	2020	25	0	0	0	0	0	25
	2021	25	0	1	0	0	0	24
New Mexico	2019	13	0	2	0	0	0	11
	2020	11	0	0	0	0	0	11
	2021	11	0	1	0	0	0	10
North Carolina	2019	20	0	1	0	0	0	19
	2020	19	1	1	0	0	0	19
	2021	19	0	5	0	0	0	14

Col. 1	Col. 2	Col. 3	Col. 4	Col. 5	Col. 6	Col. 7	Col. 8	Col. 9
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
North Dakota	2019	13	0	0	0	0	0	13
	2020	13	0	0	0	0	0	13
	2021	13	0	0	0	0	0	13
Oklahoma	2019	19	0	2	0	0	1	16
	2020	16	1	3	0	0	0	14
	2021	14	0	1	0	0	0	13
Oregon	2019	98	0	0	0	0	0	98
	2020	98	7	1	0	0	0	104
	2021	104	0	0	0	0	0	104
South Carolina	2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
South Dakota	2019	14	0	0	0	0	0	14
	2020	14	0	0	0	0	0	14
	2021	14	0	0	0	0	0	14
Tennessee	2019	25	11	2	0	0	0	34
	2020	34	0	1	0	0	0	33
	2021	33	0	8	0	0	0	25
Texas	2019	79	0	12	0	0	0	67
	2020	67	1	4	0	0	0	64
	2021	64	0	5	0	0	0	59
Utah	2019	60	0	0	0	0	0	60
	2020	60	0	0	0	0	0	60
	2021	60	0	0	0	0	0	60
Virginia	2019	6	1	1	0	0	0	6
	2020	6	0	3	0	0	0	3
	2021	3	0	0	0	0	0	3
Washington	2019	135	15	1	0	0	1	148
	2020	148	0	0	0	0	0	148
	2021	148	1	0	0	0	1	148
Wisconsin	2019	91	1	2	0	0	0	90
	2020	90	0	2	0	0	0	88
	2021	88	1	1	0	2	0	86
Wyoming	2019	10	0	0	0	0	0	10
	2020	10	0	0	0	0	0	10
	2021	10	0	0	0	0	0	10
Total	2019	1,291	32	65	0	0	2	1,256
	2020	1,256	22	46	0	1	0	1,231
	2021	1,231	36	52	0	2	1	1,212

- (1) In 2019 our fiscal year end changed to the Monday closest to November 30. Numbers for 2019 are for the period of January 1, 2019 through December 2, 2019 to avoid double counting the month of December 2018.
- (2) Store counts for 2020 are for the fiscal year commencing December 3, 2019 and ending November 30, 2020.
- (3) Store counts for 2021 are for the fiscal year commencing December 1, 2020 and ending November 29, 2021.
- (4) Eleven company-owned stores in Tennessee and fifteen company-owned stores in Washington were sold to franchisees in 2019 and are included under Outlets Opened. Nine company-owned stores in Idaho and seven company-owned stores in Oregon were sold to franchisees in 2020 and are included under Outlets Opened. Seven company-owned stores in Michigan and 24 company-owned stores in Minnesota were sold to franchisees in 2021 and are included under Outlets Opened.
- (5) One store in Oklahoma that was temporarily closed in 2019 reopened in 2020 and is included in Outlets Opened. One store in Washington temporarily closed in 2019 and reopened in 2021 and is included in Outlets Opened. One store in California temporarily closed in 2018 due to circumstances beyond their control. One store in Kansas closed in 2018 and is relocating. These two stores are listed under Ceased Operations – Other Reasons, however, we expect they will reopen.

**Table No. 4**  
**Status of Company-Owned Outlets for Years 2018-2020**

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7	Column 8
State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of the Year
Arkansas	2019	3	0	0	0	0	3
	2020	3	0	0	1	0	2
	2021	2	1	0	0	0	3
Florida	2019	9	0	0	0	0	9
	2020	9	0	1	0	0	10
	2021	10	0	0	0	0	10
Idaho	2019	9	0	0	0	0	9
	2020	9	0	0	0	9	0
	2021	0	0	0	0	0	0
Michigan	2019	10	0	0	3	0	7
	2020	7	0	0	0	0	7
	2021	7	0	0	0	7	0
Minnesota	2019	25	0	0	0	0	25
	2020	25	0	0	0	0	25
	2021	25	0	0	2	23	0

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7	Column 8
State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of the Year
Missouri	2019	3	0	0	0	0	3
	2020	3	0	0	0	0	3
	2021	3	0	0	0	0	3
New Mexico	2019	6	0	0	0	0	6
	2020	6	0	0	0	0	6
	2021	6	0	0	1	0	5
Oregon	2019	7	0	0	0	0	7
	2020	7	0	0	0	7	0
	2021	0	0	0	0	0	0
Tennessee	2019	16	0	0	3	11	2
	2020	2	0	0	0	0	2
	2021	2	0	0	0	0	2
Washington	2019	16	0	0	0	15	1
	2020	1	0	0	0	0	1
	2021	1	0	0	0	0	1
Wisconsin	2019	2	0	0	0	0	2
	2020	2	0	0	0	0	2
	2021	2	0	2	0	1	3
Total	2019	106	0	0	6	26	74
	2020	74	0	1	1	16	58
	2021	58	1	2	3	31	27

(1) In 2019 our fiscal year end changed to the Monday closest to November 30. Numbers for 2019 are for the period of January 1, 2019 through December 2, 2019 to avoid double counting the month of December 2018.

(2) Store counts for 2020 are for the fiscal year commencing December 3, 2019 and ending November 30, 2020.

(3) Store counts for 2021 are for the fiscal year commencing December 1, 2020 and ending November 29, 2021.

**Table No. 5  
Projected Openings as of November 30, 2021**

Column 1	Column 2	Column 3	Column 4
	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlet in the Next Fiscal Year	Projected New Company-Owned Outlet in the Next Fiscal Year
Alabama	0	2	0
Arizona	1	1	0
California	0	12	0
Colorado	1	0	0

Column 1	Column 2	Column 3	Column 4
	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlet in the Next Fiscal Year	Projected New Company-Owned Outlet in the Next Fiscal Year
Idaho	2	4	0
Indiana	1	0	0
Minnesota	0	1	0
Missouri	1	0	0
Texas	0	2	0
Utah	1	2	0
Washington	0	1	0
<b>Total</b>	<b>7</b>	<b>14</b>	<b>0</b>

The name of each of our franchisees and the address and telephone number of each of their outlets as of the end of our last fiscal year (unless another date is stated on the list) are listed in Exhibit B, together with the name, city, state, telephone number and email address of each franchisee that has a signed Franchise Agreement but has not yet opened its outlet.

The name, city, state and telephone number of every franchisee who has had an outlet terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement during the most recently completed fiscal year and who has not communicated with us within ten weeks of the date of this Disclosure Document, is listed in Exhibit B. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the system.

In some instances, current and former franchisees sign provisions restricting their ability to speak openly about their experience with the Papa Murphy's® 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

Our fiscal year end is the Monday closest to November 30. Attached to this Disclosure Document as Exhibit C are the audited Consolidated Financial Statements of Franchisor's parent company, MTY Franchising USA, Inc. ("**Guarantor**") for the fiscal years ended November 30, 2021 and November 30, 2020, along with the independent auditor's reports for the years ended November 30, 2021 and November 30, 2020.

Guarantor absolutely and unconditionally guarantees to assume the duties and obligations of franchisor under its franchise registration in each state where the franchise is registered, and under the Franchise Agreement, as it may be amended, and as that Franchise Agreement may be entered into with franchisees and amended, modified or extended from time to time. A copy of the Guarantee of Performance is included as Exhibit J.

**ITEM 22  
CONTRACTS**

The following agreements are attached as exhibits to this Disclosure Document:

Exhibit D	Franchise Agreement and attached Addendum to Lease
Exhibit F	State Law Addenda
Exhibit G	Multiple Store Commitment Letter and Amendment to Franchise Agreements
Exhibit H	Statement of Franchisee
Exhibit I	ACH Debit and Credit Authorization Form
Exhibit K	Financial Responsibility Agreement
Exhibit L	Development Billing Agreement
Exhibit M	Successive Addendum
Exhibit N	Release of Claims

**ITEM 23  
RECEIPTS**

The last exhibit of this Disclosure Document contains two Receipts. Please sign and date them both and return one copy to us.



**PAPA MURPHY'S INTERNATIONAL LLC**

**EXHIBIT A**

**LIST OF STATE ADMINISTRATORS  
AND AGENTS FOR SERVICE OF PROCESS**

**EXHIBIT A****STATE ADMINISTRATORS  
AND AGENTS FOR SERVICE OF PROCESS**

<b>STATE</b>	<b>STATE ADMINISTRATOR/AGENT</b>	<b>ADDRESS</b>
California	Commissioner of Department of Financial Protection and Innovation California Department of Financial Protection and Innovation	320 West 4 <sup>th</sup> Street, Suite 750 Los Angeles, CA 90013-2344 (866) 275-2677
Hawaii (State Administrator)	Commissioner of Securities Dept. of Commerce and Consumer Affairs Business Registration Division Securities Compliance Branch	335 Merchant Street Room 205 Honolulu, HI 96813
Illinois	Illinois Attorney General	500 South Second Street Springfield, IL 62701
Indiana (State Administrator)	Indiana Securities Commissioner Securities Division	302 West Washington Street, Room E111 Indianapolis, IN 46204
Indiana (Agent)	Indiana Secretary of State	302 West Washington Street, Room E018 Indianapolis, IN 46204
Maryland (State Administrator)	Office of the Attorney General Division of Securities	200 St. Paul Place Baltimore, MD 21202-2020
Maryland (Agent)	Maryland Securities Commissioner	200 St. Paul Place Baltimore, MD 21202-2020
Michigan	Michigan Department of Attorney General Consumer Protection Division	525 West Ottawa Street G. Mennen Williams Building, First Floor Lansing, MI 48913
Minnesota	Commissioner of Commerce Minnesota Department of Commerce	85 7 <sup>th</sup> Place East, Suite 280 St. Paul, MN 55101-2198
New York (State Administrator)	New York State Department of Law Investor Protection Bureau	28 Liberty Street, 21st Floor New York, NY 10005 (212) 416-8236
New York (Agent)	New York Department of State	One Commerce Place 99 Washington Avenue, 6 <sup>th</sup> Floor Albany, NY 12231-0001 (518) 473-2492
North Dakota	Securities Commissioner North Dakota Securities Department	600 East Boulevard Avenue, State Capitol, Fifth Floor, Department 414 Bismarck, ND 58505-0510
Rhode Island	Director, Department of Business Regulation, Securities Division	1511 Pontiac Avenue, Building 68-2 Cranston, RI 02920
South Dakota	Department of Labor and Regulation Division of Insurance – Securities Regulation	124 S. Euclid, Suite 104 Pierre, SD 57501
Virginia (State Administrator)	Virginia State Corporation Commission Division of Securities and Retail Franchising	1300 East Main Street, 9 <sup>th</sup> Floor Richmond, VA 23219-3630 (804) 371-9051
Virginia (Agent)	Clerk of the State Corporation Commission	1300 East Main Street, 1st Floor Richmond, VA 23219-3630
Washington	Department of Financial Institutions Securities Division	150 Israel Road SW Tumwater, WA 98501 (360) 902-8760

Wisconsin	Commissioner of Securities	Department of Financial Institutions Division of Securities 4822 Madison Yards Way, North Tower Madison, WI 53705
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**PAPA MURPHY’S INTERNATIONAL LLC**

**EXHIBIT B**

**LIST OF FRANCHISEES AND CERTAIN  
FORMER FRANCHISEES**

## EXHIBIT B

The following is a list of the names of all current franchisees and the addresses and telephone numbers for each of their outlets as of the end of our last fiscal year 2021.

Store #	Store Name	Address	Telephone	Onsite Operator
<b>ALABAMA</b>				
AL006	Athens/US Highway 72	1001 US Highway 72 E, Suite 3, Athens, AL 35611-4331	(256) 216-1099	James, Marshall
AL010	Cullman/Cherokee	1875 Cherokee Avenue SW, Suite H, Cullman, AL 35055-5547	(256) 737-7770	James, Marshall
AL003	Decatur/Beltline	1406 Beltline Road SW, Suite B, Decatur, AL 35601-5504	(256) 353-7273	James, Marshall
AL009	Foley/McKenzie Street	2062 South McKenzie Street, Foley, AL 36535-1751	(251) 970-7272	Bullock, Billy
AL023	Gardendale/Fieldstown Road	655 Fieldstown Road, Suite 113, Gardendale, AL 35071-2441	(205) 285-5281	James, Marshall
AL002	Hartselle/Highway 31	709 Highway 31 SW, Hartselle, AL 35640	(256) 773-7271	James, Marshall
AL027	Hazel Green/US 231	14621 Highway 231-431 N, Suite C, Hazel Green, AL 35750-8179	(256) 828-0584	James, Marshall
AL026	Hoover/Medford Drive	5250 Medford Drive, Suite 106, Hoover, AL 35244-2105	(205) 982-8050	James, Marshall
AL016	Hoover/Montgomery Highway S	1932 Montgomery Highway S, Hoover, AL 35244-1141	(205) 444-4769	James, Marshall
AL019	Hueytown/Allison	3014 Allison Bonnett Memorial Drive, Suite 108, Hueytown, AL 35023-2396	(205) 491-7277	James, Marshall
AL043	Huntsville/Memorial Parkway	11823 Memorial Parkway S, Suite G, Huntsville, AL 35803-3333	(256) 361-0107	James, Marshall
AL013	Huntsville/Whitesburg	5000 Whitesburg Drive 112, Huntsville, AL 35802-1697	(256) 880-4948	James, Marshall
AL030	Madison/Wall Triana Highway	4577 Wall Triana Highway, Suite A102, Madison, AL 35758-9306	(256) 464-3600	James, Marshall
AL041	Madison/Hwy 72	419 John Henry Way, Suite B, Madison, AL 35757	(256) 890-7364	James, Marshall
AL036	Mobile/Government Boulevard	3992 Government Boulevard, Mobile, AL 36693-4723	(251) 287-2345	Bullock, Billy
AL014	Mobile/Hillcrest Road	2370 Hillcrest Road, Suite F, Mobile, AL 36695-3838	(251) 661-4003	Bullock, Billy
AL033	Mobile/Old Shell Road	2724 Old Shell Road, Suite F, Mobile, AL 36607-2931	(251) 476-9610	Bullock, Billy
AL005	Muscle Shoals/Avalon	233 West Avalon Avenue, Suite B, Muscle Shoals, AL 35661-2873	(256) 389-9292	James, Marshall
AL040	Northport/McFarland Boulevard	3380 McFarland Boulevard, Suite 103, Northport, AL 35476-3196	(205) 829-6555	James, Marshall
AL020	Rainbow City/W Grand	124 W Grand Avenue, Suite 111, Rainbow City, AL 35906-3203	(256) 442-7776	James, Marshall
AL037	Vestavia Hills/Endeavor Lane	3215 Endeavor Lane, Suite 125, Vestavia Hills, AL 35242	(205) 829-6553	James, Marshall
AL038	Vestavia Hills/Healthy Way	3056 Healthy Way, Suite 140, Vestavia Hills, AL 35243	(205) 593-4001	James, Marshall
<b>ALASKA</b>				
AK005	Anchorage/Abbott	2286 Abbott Road, Anchorage, AK 99507-4454	(907) 929-7272	Field, Zachary and Jacqueline
AK002	Anchorage/Debarr	5668 Debarr Road, Suite 7, Anchorage, AK 99504-2304	(907) 222-6260	Williams, Tyler

Store #	Store Name	Address	Telephone	Onsite Operator
AK008	Anchorage/Diamond Boulevard	2203 West Diamond Boulevard, Anchorage, AK 99515-4517	(907) 344-7272	Fleck, Fred
AK011	Anchorage/Huffman Road	1501 Huffman Road, Suite 170, Anchorage, AK 99515-4323	(907) 929-7373	Taylor, Kristen and Keith
AK007	Eagle River/Old Glenn Highway	13331 Old Glenn Highway, Eagle River, AK 99577-7565	(907) 694-7272	McDonald, Russ
AK009	Fairbanks/Airport Way	3637 Airport Way, Suite 107, Fairbanks, AK 99709-4782	(907) 479-3637	McDonald, Russ
AK006	Fairbanks/Mehar	419 Mehar Street, Suite C, Fairbanks, AK 99701	(907) 452-7272	Humphreys, Kelen
AK003	Juneau/Mendenhall Mall Road	9108 Mendenhall Mall Road, Juneau, AK 99801-7112	(907) 789-7567	Strong, Barb
AK012	Palmer/W Evergreen Avenue	125 West Evergreen Avenue, Suite 101, Palmer, AK 99645-6908	(907) 745-7272	McDonald, Russ
AK004	Soldotna/Warehouse	131A Warehouse Drive, Soldotna, AK 99669-7930	(907) 260-9411	Nelson, James and Susan
AK001	Wasilla/E Parks	1561 East Parks Highway, Wasilla, AK 99654-8236	(907) 376-3696	McDonald, Russ
<b>Arizona</b>				
AZ066	Anthem/W Anthem Way	3655 W Anthem Way, Suite B-123, Anthem, AZ 85086-0430	(623) 551-5111	Brown, Deborah and Ron
AZ007	Apache Jct/Apache Tr	2114 W Apache Trail, Suite 6, Apache Junction, AZ 85120-3789	(480) 982-6390	Holmes, Edward and Linda/Lovelace, Jim
AZ008	Avondale/N Dysart Road	1809 N Dysart Road, Suite 108, Avondale, AZ 85392-1228	(623) 935-7117	Holmes, Edward and Linda/Lovelace, Jim
AZ054	Bullhead City/S Highway 95	4723 S Highway 95, Bullhead City, AZ 86426-8889	(928) 330-2630	Schmidt, Paul and Kim
AZ025	Casa Grande/E Florence Boulevard	1485 E Florence Boulevard, Suite 104, Casa Grande, AZ 85122-4797	(520) 876-4055	Fjosee, David
AZ010	Cave Creek/Cave Creek Road	29455 N Cave Creek Road, Suite 142, Cave Creek, AZ 85331-2396	(480) 502-4433	Marasco, Michael
AZ039	Chandler/E Ray	1020 E Ray Road, Suite 1, Chandler, AZ 85225-1502	(480) 917-7474	Holmes, Edward and Linda/Lovelace, Jim
AZ003	Chandler/Ray	3900 W Ray Road, Suite 7, Chandler, AZ 85226-2412	(480) 814-7878	Marasco, Michael
AZ071	Chandler/Riggs Road	1075 E Riggs Road, Chandler, AZ 85249-3685	(480) 883-0300	Holmes, Edward and Linda/Lovelace, Jim
AZ020	Cottonwood/Main Street	976 S Main Street, Suite A, Cottonwood, AZ 86326-5451	(928) 639-3113	Holmes, Edward and Linda/Lovelace, Jim
AZ035	Flagstaff/Woodlands Village Boulevard	2700 S Woodlands Village Boulevard, Suite 460, Flagstaff, AZ 86001-2935	(928) 226-7272	Sery, Jeff
AZ095	Fountain Hills/N Fountain Hills Boulevard	13525 N Fountain Hills Boulevard, Fountain Hills, AZ 85268-2778	(480) 837-4669	Curry, Taylor
AZ004	Gilbert/E Warner	1385 E Warner Road, Suite 104, Gilbert, AZ 85296-3102	(480) 632-7171	Kempers, Tara and Emma
AZ057	Glendale/59th Avenue	20020 N 59th Avenue, Suite 105, Glendale, AZ 85308-6870	(623) 825-0048	Brown, Deborah and Ron
AZ063	Glendale/W Olive Avenue	5150 W Olive Avenue, Glendale, AZ 85302-4205	(623) 939-7272	Beck, Robert and Heidi
AZ034	Goodyear/W Van Buren	15570 W Van Buren Street, Suite 104, Goodyear, AZ 85338-3025	(623) 536-7198	Holmes, Edward and Linda/Lovelace, Jim
AZ032	Green Valley/Duval Mine	1295 W Duval Mine Road, Suite 161, Green Valley, AZ 85614-5006	(520) 625-4699	Lovelace, Tom

Store #	Store Name	Address	Telephone	Onsite Operator
AZ014	Kingman/Stockton Hill	3900 Stockton Hill Road, Suite P, Kingman, AZ 86409-3029	(928) 692-7272	Schmidt, Paul and Kim
AZ027	Lake Havasu City/McCulloch	2231 McCulloch Boulevard, Suite 108, Lake Havasu City, AZ 86403-6911	(928) 855-9799	Schmidt, Paul and Kim
AZ059	Maricopa/N John Wayne	20928 N John Wayne Parkway, Suite C-13, Maricopa, AZ 85139-2922	(520) 568-3200	Drozt, Robert
AZ049	Mesa/Baseline	1955 W Baseline Road, Mesa, AZ 85202-9003	(480) 775-7272	Holmes, Edward and Linda/Lovelace, Jim
AZ089	Mesa/E Guadalupe & Hawes	8257 E Guadalupe Road, Suite 101, Mesa, AZ 85212-9634	(480) 986-1981	Holmes, Edward and Linda/Lovelace, Jim
AZ042	Mesa/E McKellips	1242 E McKellips Road, Mesa, AZ 85203-2763	(480) 733-7767	Fjosee, David
AZ026	Mesa/E Southern Avenue	3550 E Southern Avenue, Mesa, AZ 85204-5683	(480) 807-1808	Holmes, Edward and Linda/Lovelace, Jim
AZ081	Mesa/N Power Road	2920 N Power Road, Suite 103, Mesa, AZ 85215-1688	(480) 396-3988	Holmes, Edward and Linda/Lovelace, Jim
AZ097	Mesa/Signal Butte & Guadalupe	2748 S Signal Butte Road, Suite 105, Mesa, AZ 85209-2106	(480) 621-7344	Holmes, Edward and Linda/Lovelace, Jim
AZ038	Oro Valley/La Canada	10370 N La Canada Drive, Oro Valley, AZ 85737-7216	(520) 877-7878	Lovelace, Tom
AZ052	Peoria/Cactus	7465 W Cactus Road, Suite 101, Peoria, AZ 85381-5319	(623) 878-8253	Swille, Dan and Rebecca
AZ047	Peoria/Union Hills	9015 W Union Hills Drive, Peoria, AZ 85382-3106	(623) 236-3014	Holmes, Edward and Linda/Lovelace, Jim
AZ080	Peoria/W Happy Valley Road	9980 W Happy Valley Road, Suite 1130, Peoria, AZ 85383-1226	(623) 376-7277	Holmes, Edward and Linda/Lovelace, Jim
AZ076	Phoenix/N 16th Street	6825 N 16th Street, Suite 7, Phoenix, AZ 85016-1009	(602) 279-7272	Beck, Robert and Heidi
AZ011	Phoenix/Union Hills	3230 E Union Hills, Phoenix, AZ 85050-3203	(602) 867-7272	Holmes, Edward and Linda/Lovelace, Jim
AZ053	Prescott Valley/Glassford	3298 N Glassford Hill Road, Suite 105, Prescott Valley, AZ 86314-1294	(928) 775-7171	Holmes, Edward and Linda/Lovelace, Jim
AZ006	Prescott/Iron Springs	1333 Iron Springs Road, Suite B, Prescott, AZ 86305-1400	(928) 708-9100	Holmes, Edward and Linda/Lovelace, Jim
AZ058	Queen Creek/S Power	23706 S Power Road, Suite 108, Queen Creek, AZ 85142-6150	(480) 988-2772	Russell, Matthew and Shauna
AZ067	Scottsdale/E Via Linda	8912 E Via Linda, Suite 115, Scottsdale, AZ 85258-5414	(480) 500-5755	Dockter, Larry
AZ017	Sierra Vista/Fry Boulevard	2373 E Fry Boulevard, Sierra Vista, AZ 85635-2713	(520) 459-8661	Lovelace, Tom
AZ098	Sun City/Grand Avenue	10659 Grand Avenue, Suite A12, Sun City, AZ 85351-3427	(623) 972-3230	Holmes, Edward and Linda/Lovelace, Jim
AZ002	Surprise/W Bell Road	15557 W Bell Road, Surprise, AZ 85374-3059	(623) 214-4888	Holmes, Edward and Linda/Lovelace, Jim
AZ023	Tucson/Grant Road	4811 E Grant Road, Suite 107, Tucson, AZ 85712-2763	(520) 885-7272	Lovelace, Tom
AZ083	Tucson/Houghton Road	9160 S Houghton Road, Tucson, AZ 85747-9733	(520) 663-5755	Lovelace, Tom

Store #	Store Name	Address	Telephone	Onsite Operator
AZ022	Tucson/La Cholla	7250 N La Cholla, Suite 186, Tucson, AZ 85741-2352	(520) 797-4242	Lovelace, Tom
AZ085	Tucson/N 1st Avenue	4016 N 1st Avenue, Suite 190, Tucson, AZ 85719-1027	(520) 887-8585	Lovelace, Tom
AZ082	Tucson/S Kolb Road	2530 S Kolb Road, Tucson, AZ 85710-8427	(520) 514-7272	Lovelace, Tom
AZ031	Tucson/Silverbell	7850 N Silverbell Road, Suite 138, Tucson, AZ 85743-8218	(520) 744-7122	Lovelace, Tom
AZ041	Tucson/Tanque Verde	7245 E Tanque Verde Road, Suite 155, Tucson, AZ 85715-3472	(520) 290-0515	Lovelace, Tom
AZ068	Tucson/Valencia	1710 W Valencia Road, Suite 200, Tucson, AZ 85746-6680	(520) 889-7272	Lovelace, Tom
AZ033	Yuma/S Pacific	2951 S Pacific Avenue, Yuma, AZ 85365-3527	(928) 317-8400	Lopez, Jaime and Isabel
<b>ARKANSAS</b>				
AR030	Hot Springs/Higdon Ferry	1412 Higdon Ferry Road, Suite E, Hot Springs, AR 71913-6484	(501) 321-9500	Rand, Gloria
AR033	Little Rock/Rodney Parham Road	9120 Rodney Parham Road, Little Rock, AR 72205-1648	(501) 225-7272	Bradley, Jerry and Linda
AR029	Mountain Home/Highway 62	1013 Highway 62 E, Mountain Home, AR 72653-3215	(870) 425-1664	Straus, John
<b>CALIFORNIA</b>				
CA010	Alameda/Broadway	1929 Broadway, Alameda, CA 94501-1512	(510) 865-4777	Kang, Gurcharan and Gurjit
CA195	American Canyon/Amer Cnyn	101 W American Canyon Road, Suite 504, American Canyon, CA 94503-1162	(707) 643-7272	Dhillon, Amritpal
CA035	Anderson/Balls Ferry	2621 Balls Ferry Road, Anderson, CA 96007-3507	(530) 378-2375	Hodge, Kathy
CA124	Antelope/Elverta	4320 Elverta Road, Suite 1, Antelope, CA 95843-6701	(916) 725-7272	Kahlon, Harinder and Manjinder
CA078	Antioch/Deer Valley	3345 Deer Valley Road, Antioch, CA 94531-6664	(925) 776-7888	Singh Mann, Sukhdip
CA015	Arcata/F Street	686 F Street, Arcata, CA 95521-6367	(707) 822-6220	Hodge, Cameron
CA173	Atwater/Bellevue	1860 Bellevue Road, Atwater, CA 95301-2668	(209) 357-5500	Singh, Ashmeer and Pardeep
CA152	Auburn/Grass Valley Highway	2566 Grass Valley Highway, Auburn, CA 95603-2532	(530) 823-7272	Platt, John
CA255	Bakersfield/Chester	2807 N Chester Avenue, Bakersfield, CA 93308-1587	(661) 393-4444	McArthur, James and Josephine
CA207	Bakersfield/Coffee Road	6077 Coffee Road, Bakersfield, CA 93308-9416	(661) 589-7272	Lovelace, Tom
CA131	Bakersfield/Columbus	3705 Columbus Street, Bakersfield, CA 93306-2719	(661) 872-7288	Llamas, Lidia and Rigo
CA169	Bakersfield/Rosedale	13075 Rosedale Highway, Suite D, Bakersfield, CA 93314-7614	(661) 587-3939	Lovelace, Tom
CA139	Bakersfield/Stine	3404 Stine Road, Suite B1, Bakersfield, CA 93309-6341	(661) 398-7272	Lovelace, Tom
CA317	Benicia/Columbus Parkway	2012 Columbus Parkway, Benicia, CA 94510-5400	(707) 746-7492	Dhillon, Amritpal
CA075	Brentwood/2nd	1145 2nd Street, Brentwood, CA 94513-2292	(925) 516-8300	Singh Mann, Sukhdip
CA048	Cameron Park/Palmer	3440 Palmer Drive, Suite F, Cameron Park, CA 95682-8234	(530) 676-4557	Dhillon, Sukhraman (Raman)
CA134	Carmichael/Fair Oaks	6470 Fair Oaks Boulevard, Carmichael, CA 95608-4019	(916) 488-7272	Cheema, Rana
CA234	Castro Valley/Redwood Road	20895 Redwood Road, Castro Valley, CA 94546-5915	(510) 886-7272	Singh, Jaswant



Store #	Store Name	Address	Telephone	Onsite Operator
CA019	Chico/Mangrove	1305 Mangrove Avenue, Chico, CA 95926-2641	(530) 345-6403	Mahindroo, Rajesh
CA049	Chico/Notre Dame	2485 Notre Dame Boulevard, Suite 440, Chico, CA 95928-7163	(530) 898-1560	Sangha, Mandeep
CA238	Chico/W Eaton	14 W Eaton Road, Suite 120, Chico, CA 95973-0135	(530) 343-3993	Kahlon, Kamal
CA076	Citrus Heights/Greenback	7528 Greenback Lane, Citrus Heights, CA 95610-5606	(916) 722-7272	Bains, Gurdeep and Amarpreet
CA122	Citrus Heights/Tupelo Drive	6456 Tupelo Drive, Suite A-2, Citrus Heights, CA 95621	(916) 729-7272	Mander, Jasvir
CA039	Clayton/ 5433 Clayton	5433 Clayton Road, Suite H, Clayton, CA 94517-1074	(925) 672-5335	Kodweis, Bill and Terry
CA103	Clovis/Shaw	619 Shaw Avenue, Clovis, CA 93612-3810	(559) 297-7600	Sandhu, Jasdeep
CA182	Concord/ 2705 Clayton	2705 Clayton Road, Concord, CA 94519-2725	(925) 609-7300	Dhillon, Sukhraman (Raman)
CA055	Corning/Solano	2011 Solano Street, Corning, CA 96021-2710	(530) 824-4422	Mahindroo, Rajesh
CA066	Cotati/Old Redwood	8005 Old Redwood Highway, Cotati, CA 94931-4209	(707) 664-8888	Kodweis, Bill and Terry
CA024	Crescent City/M Street	387 M Street A4 & A5, Crescent City, CA 95531-4118	(707) 465-4096	Hodge, Cameron
CA029	Davis/Covell	640 W Covell Boulevard, Suite G, Davis, CA 95616-1064	(530) 753-3999	Dhillon, Jatinder
CA229	Dixon/E Dorset	105 E Dorset Dr, Suite C, Dixon, CA 95620-9242	(707) 693-6600	Serratos, Alvaro
CA226	El Dorado Hills/Francisco	2209 Francisco Drive, El Dorado Hills, CA 95762-3998	(916) 933-7276	Platt, John
CA058	Elk Grove/Elk Grove	8559 Elk Grove Boulevard, Elk Grove, CA 95624-1774	(916) 686-1144	Haley, Penny
CA123	Elk Grove/Laguna	4720 Laguna Boulevard, Suite 60, Elk Grove, CA 95758-7035	(916) 683-4900	Kuar, Rasveer
CA047	Eureka/Henderson	407 Henderson Street, Eureka, CA 95501-4428	(707) 443-9977	Hodge, Cameron
CA023	Fairfield/N Texas	2350 N Texas Street, Fairfield, CA 94533-2140	(707) 425-1200	Kodweis, Bill and Terry
CA110	Folsom/E Bidwell	703 E Bidwell, Folsom, CA 95630-4206	(916) 988-7272	Platt, John
CA034	Fort Bragg/Boatyard	179 Boatyard Drive, Fort Bragg, CA 95437-5740	(707) 961-0777	Barr, Jack and Kathleen
CA014	Fortuna/Fortuna	709 S Fortuna Boulevard, Fortuna, CA 95540-3034	(707) 725-9391	Hodge, Cameron
CA228	Fresno/Blackstone	5054 N Blackstone Avenue, Suite 101, Fresno, CA 93710-6716	(559) 222-7272	Bertao, David
CA105	Fresno/E Kings Canyon	5171 E Kings Canyon Road, Fresno, CA 93727-3937	(559) 251-2500	Purewal, Jaswinder and Kulwinder
CA276	Fresno/N Chestnut Avenue	8881 N Chestnut Avenue, Fresno, CA 93720-5367	(559) 324-8662	Neslen, Richard and Linda
CA289	Fresno/N Milburn Avenue	6780 N Milburn Avenue, Fresno, CA 93722-2157	(559) 438-7300	Singh, Shawn
CA309	Fresno/W Shaw Avenue	3140 W Shaw Avenue, Fresno, CA 93711-3219	(559) 276-7400	Frazier, Brett
CA271	Fresno/W Shields Avenue	3752 W Shields Avenue, Fresno, CA 93722-6575	(559) 276-8749	Singh, Manmeet
CA216	Galt/Twin Cities	10530 Twin Cities Road, Suite 40, Galt, CA 95632-9002	(209) 745-1000	Mayo, Steve and Janelle
CA172	Gold River/Golden Centre	2095 Golden Centre Lane, Gold River, CA 95670-4495	(916) 853-7272	Platt, John
CA072	Grass Valley/Nevada Cty Highway	12048 Nevada City Highway, Grass Valley, CA 95945-7700	(530) 274-8900	Kang, Gurcharan and Gurjit

Store #	Store Name	Address	Telephone	Onsite Operator
CA092	Grass Valley/W McKnight	151 W McKnight Way, Suite A, Grass Valley, CA 95949-9611	(530) 272-3589	Dhesi, Devinder and Sukhjean
CA128	Hanford/11th Avenue	375 N 11th Avenue, Hanford, CA 93230-4511	(559) 582-9191	Kaur, Ashwindar
CA057	Hollister/Airline Highway	1740 Airline Highway, Hollister, CA 95023-5779	(831) 637-7272	Ornelas, Maximo and Juanita
CA174	Jackson/S Highway 49	777 S Highway 49, Jackson, CA 95642-2685	(209) 223-5052	Warren, John
CA328	Lakeport/S Main Street	1377 S Main Street, Lakeport, CA 95453-5520	(707) 263-1100	France - Gradek, Kimberly
CA176	Lincoln/65 Lincoln Blvd	65 Lincoln Blvd Ste A, Lincoln, CA 95648-6309	(916) 408-0220	Mahmood, Faraz
CA154	Livermore/Portola	2002 Portola Avenue, Suite E, Livermore, CA 94551-1766	(925) 443-7272	Singh, Jaswant
CA163	Lodi/W Kettleman	2309 W Kettleman Lane, Lodi, CA 95242-4120	(209) 368-7272	Cook, John
CA138	Los Banos/Merced Springs	1450 S Merced Springs, #105, Los Banos, CA 93635	(209) 826-2400	Amrik Samra
CA102	Madera/N Gateway	324 N Gateway Drive, Suite 120, Madera, CA 93637-3520	(559) 661-1800	Frazier, Brett
CA060	Manteca/N Main	552 N Main Street, Manteca, CA 95336-3900	(209) 239-1717	Warren, John
CA069	Martinez/Arnold	1155 Arnold Drive, Suite B, Martinez, CA 94553-6536	(925) 370-2727	Kodweis, Bill and Terry
CA231	Marysville/N Beale Road	1148 N Beale Road, Marysville, CA 95901-6102	(530) 742-0772	Kahlon, Kamal
CA020	McKinleyville/Central	2015 Central Avenue, McKinleyville, CA 95519-3607	(707) 839-8763	Hodge, Cameron
CA084	Merced/Yosemite	220 E Yosemite Avenue, Merced, CA 95340-9130	(209) 388-9898	Singh, Ashmeer and Pardeep
CA281	Modesto/Carpenter Road	901 N Carpenter Road, Modesto, CA 95351-1191	(209) 579-7272	Warren, John
CA114	Modesto/E Hatch	1633 E Hatch Road, Suite A, Modesto, CA 95351-5080	(209) 556-9677	Warren, John
CA073	Modesto/Oakdale	2601 Oakdale Road, Suite F, Modesto, CA 95355-2257	(209) 523-7272	Warren, John
CA100	Modesto/Tully	3430 Tully Road, Modesto, CA 95350-0840	(209) 527-4992	Warren, John
CA054	Mt Shasta/N Mt Shasta	432 N Mt Shasta Boulevard, Mt Shasta, CA 96067-2900	(530) 926-6900	Hodge, Kathy
CA033	Napa/Soscol	1800 Soscol Avenue, Suite B, Napa, CA 94559-1312	(707) 254-1234	Singh, Amarjit
CA184	North Highlands/Watt	5600 Watt Avenue, North Highlands, CA 95660-4750	(916) 348-7200	Brazell, JP
CA085	Novato/Diablo	922 Diablo Avenue, Suite B, Novato, CA 94947-7311	(415) 892-6999	Kodweis, Bill and Terry
CA113	Oakdale/E F Street	1190 E F Street, Oakdale, CA 95361-4180	(209) 848-1008	Warren, John
CA327	Oakhurst/CA Highway 41	40004 CA Highway 41, Suite 103, Oakhurst, CA 93644-8990	(559) 683-7772	Mansell, Jamal and Heather
CA101	Orangevale/Greenback	8821 Greenback Lane, Orangevale, CA 95662-4000	(916) 988-2002	Kahlon, Harinder and Manjinder
CA059	Orland/Walker	123 E Walker Street, Suite A, Orland, CA 95963-1525	(530) 865-2168	Dhesi, Devinder and Sukhjean
CA121	Oroville/Oro Dam	1751 Oro Dam Boulevard E, Suite 1, Oroville, CA 95966-5944	(530) 538-8454	Bauer, Scott and Marcia
CA001	Petaluma/Lakeville	965 Lakeville Street, Suite C8, Petaluma, CA 94952-3329	(707) 765-1011	Kodweis, Bill and Terry
CA119	Pinole/Fitzgerald	1502A Fitzgerald Drive, Pinole, CA 94564-2229	(510) 223-3000	Kodweis, Bill and Terry
CA064	Placerville/Fair Lane	65 Fair Lane, Placerville, CA 95667-3922	(530) 626-8997	Kahlon, Harinder and Manjinder

Store #	Store Name	Address	Telephone	Onsite Operator
CA320	Pollock Pines/Pony Express Trail	6454 Pony Express Trail, Pollock Pines, CA 95726-9652	(530) 748-3343	Mahindroo, Rajesh
CA044	Quincy/E Main	231 Main Street, Quincy, CA 95971-9373	(530) 283-5619	Vaughn, Derek
CA325	Rancho Cordova/Olson Drive	10931 Olson Drive, Rancho Cordova, CA 95670-5659	(916) 636-7272	Gill, Jagjit
CA021	Red Bluff/S Main	845 S Main Street, Red Bluff, CA 96080-4359	(530) 527-3848	Hodge, Kathy
CA237	Redding/Cypress	1090 E Cypress Avenue, Suite A, Redding, CA 96002-1163	(530) 221-2585	Hodge, Kathy
CA046	Redding/Lake Boulevard	239 Lake Boulevard, Redding, CA 96003-2506	(530) 243-8663	Hodge, Kathy
CA094	Redding/Placer	3361 Placer Street, Redding, CA 96001-2364	(530) 244-9994	Hodge, Kathy
CA106	Reedley/11th	803 E 11th Street, Reedley, CA 93654-2527	(559) 638-4675	Miyakawa, Jim and Cheryl
CA293	Rio Linda/M Street	402 M Street, Rio Linda, CA 95673-2217	(916) 468-7272	Brazell, JP
CA221	Riverbank/Patterson	2542 Patterson Road, Riverbank, CA 95367-3406	(209) 869-5555	Warren, John
CA053	Rocklin/Granite	4819A Granite Drive, Rocklin, CA 95677-2873	(916) 632-7390	Mander, Ranvinder
CA230	Roseville/Douglas	1927 Douglas Boulevard, Suite 101, Roseville, CA 95661-3818	(916) 781-7272	Platt, John
CA086	Roseville/Foothills	5020 Foothills Boulevard, Suite 2, Roseville, CA 95747-4406	(916) 774-7272	Clark, Greg and Janis
CA214	Roseville/Pleasant Grv	731 Pleasant Grove Boulevard, Suite 175, Roseville, CA 95678-6166	(916) 791-7272	Clark, Greg and Janis
CA160	Sacto/Arden	4340 Arden Way, Suite 1, Sacramento, CA 95864-3100	(916) 484-7272	Platt, John
CA112	Sacto/Bradshaw Road	3557 Bradshaw Road, Suite 2-D, Sacramento, CA 95827-3373	(916) 363-7272	Platt, John
CA257	Sacto/Del Paso Road	2701 Del Paso Road 150, Sacramento, CA 95835-2305	(916) 419-7272	Mander, Ranvinder
CA135	Sacto/Elk Grove-Florin	8364 Elk Grove Florin Road, Sacramento, CA 95829-9228	(916) 681-7272	Pereira, Manuel
CA258	Sacto/Fair Oaks Boulevard	2445 Fair Oaks Boulevard, Sacramento, CA 95825-7684	(916) 489-7272	Platt, John
CA164	Sacto/Folsom Boulevard	5734 Folsom Boulevard, Sacramento, CA 95819-4608	(916) 452-0550	Deol, Amarjot
CA108	Sacto/Freeport	4424 Freeport Boulevard, Suite 1, Sacramento, CA 95822-2049	(916) 455-7272	Samra, Sukhraj
CA260	Sacto/Fruitridge Road	5091 Fruitridge Road, Suite 14, Sacramento, CA 95820-5433	(916) 476-5033	Bains, Gurdeep and Amarpreet
CA143	Sacto/Gerber	7832 Gerber Road, Sacramento, CA 95828-4302	(916) 681-5900	Platt, John
CA096	Sacto/Mack Road	4700 Mack Road, Suite 1, Sacramento, CA 95823-4599	(916) 422-7272	Sangha, Manpreet
CA093	Sacto/Madison	5412 Madison Avenue, Suite 110, Sacramento, CA 95841-3196	(916) 348-7272	Kahlon, Harinder and Manjinder
CA095	Sacto/Marconi	2805 Marconi Avenue, Suite 3, Sacramento, CA 95821-5219	(916) 484-6900	Hinojoza, Brian
CA118	Sacto/Rush River	7465 Rush River Drive, Suite 420, Sacramento, CA 95831-5270	(916) 424-7272	Dhillon, Sukhraman (Raman)
CA081	Sacto/Truxel Road	3291 Truxel Road, Sacramento, CA 95833-1013	(916) 924-7272	Singh Mann, Sukhdip
CA088	Salinas/S Main	1225 S Main Street, Salinas, CA 93901-2207	(831) 751-6922	Boparai, Tejpal
CA005	San Jose/Blossom	1375 Blossom Hill Road, Suite 22, San Jose, CA 95118-3806	(408) 264-6464	Boparai, Tejpal
CA251	San Leandro/Lewelling	699 Lewelling Boulevard #296, San Leandro, CA 94579-1849	(510) 347-4992	Lam, Chris

Store #	Store Name	Address	Telephone	Onsite Operator
CA269	Santa Maria/S Broadway	2316 S Broadway, Santa Maria, CA 93454-7816	(805) 354-7272	Myers, Scott and Monica
CA025	Santa Rosa/Calistoga	140 Calistoga Road, Santa Rosa, CA 95409-3702	(707) 538-8880	Kodweis, Bill and Terry
CA026	Santa Rosa/W College	2101 W College Avenue, Suite E, Santa Rosa, CA 95401-4472	(707) 575-0444	Rawson, Brian
CA032	Scotts Valley/Mt Hermon	245 Mt. Hermon Road, Suite T, Scotts Valley, CA 95066-4046	(831) 438-0494	Dhillon, Sukhraman (Raman)
CA071	Sebastopol/Healdsburg	7231 Healdsburg Avenue, Suite A, Sebastopol, CA 95472-3319	(707) 829-7272	Kodweis, Stephanie
CA107	Selma/Whitson	2772 Whitson Avenue, Selma, CA 93662-2639	(559) 891-9201	Miyakawa, Jim and Cheryl
CA224	Sonoma/Napa Street	678 W Napa Street, Sonoma, CA 95476-6430	(707) 996-5000	Kodweis, Bill and Terry
CA136	Sonora/Sanguinetti	1281 Sanguinetti, Sonora, CA 95370-6215	(209) 588-1818	Warren, John
CA256	Stockton/Country Club	2828 Country Club Boulevard #5, Stockton, CA 95204-3987	(209) 466-7272	Sandhu, Navdeep (Nick)
CA272	Stockton/Manthey Road	3550 Manthey Road, Suite C, Stockton, CA 95206-5307	(209) 234-7272	Dhesi, Devinder and Sukhjean
CA098	Stockton/N Wilson	678 N Wilson Way, Suite 38, Stockton, CA 95205-4269	(209) 943-7272	Sandhu, Navdeep (Nick)
CA068	Stockton/Pacific	4663 Pacific Avenue, Suite D, Stockton, CA 95207-7643	(209) 952-7272	Dhesi, Devinder and Sukhjean
CA074	Stockton/Thornton	7824 Thornton Road, Stockton, CA 95207-3063	(209) 951-9970	Sandhu, Navdeep (Nick)
CA091	Suisun City/Sunset	131-D Sunset Avenue, Suisun City, CA 94585-6346	(707) 434-9999	Parekh, Madhav and Mansi
CA027	Susanville/Main	1245 Main Street, Susanville, CA 96130-4422	(530) 251-4622	Hodge, Kathy
CA063	Tracy/W 11th	1894 W 11th Street, Tracy, CA 95376-3737	(209) 835-5000	Halait, Rajvans (Harry)
CA170	Tulare/Hillman	1582 Hillman Street, Tulare, CA 93274-8036	(559) 688-8994	Tree, Robert
CA077	Turlock/Geer	2926 Geer Road, Turlock, CA 95382-1142	(209) 634-9399	Warren, John
CA051	Ukiah/N State	1198 N State Street, Suite B, Ukiah, CA 95482-3416	(707) 462-0999	Barr, Jack and Kathleen
CA040	Vacaville/Alamo	3071 Alamo Drive, Vacaville, CA 95687-6344	(707) 451-8000	Kodweis, Bill and Terry
CA127	Vacaville/E Monte Vista	743 E Monte Vista Avenue, Vacaville, CA 95688-2920	(707) 469-8888	Parekh, Madhav and Mansi
CA310	Visalia/Lovers Lane	524 S Lovers Lane, Visalia, CA 93292-3223	(559) 741-9262	Collins, Jonathan, James and Patricia
CA232	Visalia/W Caldwell	3833 W Caldwell Avenue, Suite G, Visalia, CA 93277-6420	(559) 625-1400	Collins, Jonathan, James and Patricia
CA227	West Sacto/Jefferson	2455 Jefferson Boulevard, Suite 110, West Sacramento, CA 95691-5328	(916) 373-3300	Dhillon, Sukhraman (Raman)
CA147	West Sacto/W Capitol	1288 W Capitol Avenue, West Sacramento, CA 95691-2719	(916) 372-7222	Sandhu, Hardeep
CA016	Willits/S Main	875 S Main Street, Willits, CA 95490-3915	(707) 459-0888	Barr, Jack and Kathleen
CA225	Willows/Wood Street	1070 Wood Street, Willows, CA 95988-2349	(530) 934-8010	Mahindroo, RajeshSingh, Jaswinder
CA061	Windsor/Lakewood	8794 Lakewood Drive, Windsor, CA 95492-8609	(707) 837-7300	Kodweis, Bill and Terry
CA070	Woodland/Purity Plaza	13 Purity Plaza, Woodland, CA 95695-3176	(530) 669-7272	Mahindroo, Rajesh

Store #	Store Name	Address	Telephone	Onsite Operator
CA018	Yreka/Fort Jones	1818 Fort Jones Road, Yreka, CA 96097-9531	(530) 842-0767	Hodge, Kathy
CA036	Yuba City/Gray	962 Gray Avenue, Yuba City, CA 95991-3637	(530) 751-9000	Kahlon, Kamal
<b>COLORADO</b>				
CO135	Alamosa/W Avenue	504 W Avenue, Unit A, Alamosa, CO 81101-2163	(719) 937-2933	Wilner, Levi and Amanda
CO029	Arvada/W 64th Avenue	12650 W 64th Avenue, Suite D, Arvada, CO 80004-3887	(303) 424-8383	McCallister, Ryan
CO097	Arvada/Wadsworth Boulevard	7705 Wadsworth Boulevard, Suite G, Arvada, CO 80003-2122	(303) 456-2499	McCallister, Ryan
CO010	Aurora/E Hampden	15440 E Hampden Avenue, Aurora, CO 80013-2404	(303) 680-7272	McCallister, Ryan
CO008	Aurora/Mississippi	12158 E Mississippi Avenue, Aurora, CO 80012-3454	(303) 750-7574	Tracy, Ryan
CO106	Aurora/S Buckley Road	1180 S Buckley Road, Suite C, Aurora, CO 80017-5149	(303) 755-1907	Tracy, Ryan
CO061	Boulder/28th Street	3325 28th Street, Suite 8, Boulder, CO 80301-1496	(303) 440-5300	Jurgens, Brian
CO116	Brighton/50th Avenue	96 N 50th Avenue, Brighton, CO 80601-8316	(303) 659-5683	McCallister, Ryan
CO028	Broomfield/Sheridan	12161 Sheridan Boulevard, Unit A, Broomfield, CO 80020-3710	(303) 438-9999	Stutzman, Marc and Debbie
CO090	Broomfield/W 136th Avenue	2355 W 136th Avenue, Suite C-118, Denver, CO 80023-9306	(303) 450-7272	McCallister, Ryan
CO044	Canon City/Main Street	1516 Main Street, Canon City, CO 81212-2407	(719) 276-0088	McCallister, Ryan
CO121	Castle Rock/Founders Parkway	62 W Founders Parkway, Suite F, Castle Rock, CO 80104-7535	(720) 372-7571	Bracamonte, Rudy and Renee
CO046	Castle Rock/Perry	754 S Perry Street, Unit F, Castle Rock, CO 80104-1944	(720) 733-9382	Bracamonte, Rudy and Renee
CO038	Centennial/S University	7408 S University Boulevard, Centennial, CO 80122-1671	(720) 528-7500	Kim, Miigaa
CO032	Centennial/Smokey Hill	18525 E Smoky Hill Road, Suite J, Centennial, CO 80015-3109	(303) 400-9090	McCallister, Ryan
CO023	Col Springs/3624 Austin Bluffs Parkway	3624 Austin Bluffs Parkway, Suite 100, Colorado Springs, CO 80918-6660	(719) 590-7760	Grewal, Jaswinder and Gunjeet
CO127	Col Springs/7085 Austin Bluffs Parkway	7085 Austin Bluffs Parkway, Colorado Springs, CO 80923-9276	(719) 590-7272	McCallister, Ryan
CO050	Col Springs/Centennial	6888 Centennial Boulevard, Colorado Springs, CO 80919-5114	(719) 219-0014	Grewal, Jaswinder and Gunjeet
CO016	Col Springs/Cheyenne Mdws	835 Cheyenne Meadows Road, Colorado Springs, CO 80906-4929	(719) 527-8383	McFarlane, Michele and Troy
CO077	Col Springs/Colorado	3105 W Colorado Avenue, Suite B, Colorado Springs, CO 80904-2090	(719) 667-7272	McCallister, Ryan
CO047	Col Springs/N Circle	1203 N Circle Drive, Colorado Springs, CO 80909-3136	(719) 637-9777	McCallister, Ryan
CO022	Col Springs/N Powers	2888 N Powers Boulevard, Colorado Springs, CO 80922-2800	(719) 597-7222	McCallister, Ryan
CO045	Col Springs/S Academy	2460 S Academy Boulevard, Colorado Springs, CO 80916-2408	(719) 392-7222	McCallister, Ryan
CO069	Col Springs/Union Boulevard	9205 N Union Boulevard, Suite 160, Colorado Springs, CO 80920-7827	(719) 282-8324	Grewal, Jaswinder and Gunjeet
CO109	Commerce City/E 104th Avenue	15165 E 104th Avenue, Commerce City, CO 80022-8946	(303) 289-7272	Crewson, Cynthia
CO068	Conifer/Conifer Road	25797 Conifer Road, Suite C100D, Conifer, CO 80433-9053	(303) 838-9600	McCallister, Ryan
CO102	Cortez/E Main Street	1423 E Main Street, Cortez, CO 81321-2917	(970) 565-7272	Jackson, Rolly and Patricia

Store #	Store Name	Address	Telephone	Onsite Operator
CO080	Delta/Stafford Lane	25 Stafford Lane, Delta, CO 81416-3442	(970) 874-4141	McCallister, Ryan
CO119	Denver/44th Avenue	3698 W 44th Avenue, Unit A, Denver, CO 80211-1376	(720) 855-3800	Koepke, Kevin
CO074	Denver/Colorado Boulevard	2720 S Colorado Boulevard, Suite 706, Denver, CO 80222-6619	(303) 758-9735	McCallister, Ryan
CO128	Denver/E Martin Luther King Boulevard	10355 E Martin Luther King Boulevard, Suite 130, Denver, CO 80238-2390	(720) 379-5546	Michas, Gus and Shelley
CO059	Denver/Green Valley Ranch	18613 Green Valley Ranch Boulevard, Suite 104, Denver, CO 80249-8374	(303) 307-4300	Wolfer, Marshal
CO089	Denver/Hampden	8960 E Hampden Avenue, Denver, CO 80231-4911	(303) 221-7900	Angelopoulos, Jason
CO027	Denver/Leyden	1366 Leyden Street, Denver, CO 80220-2805	(303) 355-4344	McCallister, Ryan
CO011	Denver/S Sheridan	1945 S Sheridan Boulevard, Suite 104, Denver, CO 80227-3752	(303) 980-8022	McCallister, Ryan
CO012	Durango/Town Plaza	12 Town Plaza, Durango, CO 81301-5104	(970) 382-0961	Redding, Steve and Ann
CO115	Englewood/S Federal Boulevard	5098 S Federal Boulevard, Englewood, CO 80110-6306	(303) 794-5800	Kozal, Jim and Ruth
CO134	Erie/3331 Arapahoe Road	3331 Arapahoe Road, Erie, CO 80516-6007	(720) 890-8967	McCallister, Ryan
CO125	Evans/23rd Avenue	3217 23rd Avenue, Evans, CO 80620-1733	(970) 330-1674	Negrete, Kimberly
CO118	Evergreen/Bergen Parkway	1250 Bergen Parkway, Suite B-140, Evergreen, CO 80439-0002	(303) 993-8153	Becker, Andrea
CO055	Falcon/McLaughlin	7669 McLaughlin Road, Falcon, CO 80831-4727	(719) 495-7000	McCallister, Ryan
CO101	Federal Heights/W 104th Avenue	2690 W 104th Avenue, Suite 120, Federal Heights, CO 80234-3694	(303) 438-6653	Stutzman, Marc and Debbie
CO060	Firestone/Firestone Boulevard	6050 Firestone Boulevard, Unit 204, Firestone, CO 80504-5835	(303) 651-7272	McCallister, Ryan
CO003	Fort Collins/S Lemay	737 S Lemay Avenue, Fort Collins, CO 80524-3259	(970) 484-7272	McAllister, Ryan
CO098	Fort Collins/S Taft Hill Road	1031 S Taft Hill Road, Fort Collins, CO 80521-4222	(970) 493-9328	McCallister, Ryan
CO129	Fort Morgan/E Platte Avenue	625 E Platte Avenue, Unit A, Fort Morgan, CO 80701-3369	(970) 867-0809	Norris, Boone and Holley
CO053	Fountain/Mesa Ridge	6965 Mesa Ridge Parkway, Fountain, CO 80817-1587	(719) 322-0200	McFarlane, Michele and Troy
CO036	Ft. Collins/E Harmony	238 E Harmony Road, Suite D9, Ft. Collins, CO 80525-3294	(970) 377-3070	McAllister, Ryan
CO067	Golden/S Golden Road	17121 S Golden Road, Suite 130, Golden, CO 80401-2898	(303) 277-1072	Dettman, Dave
CO001	Grand Junction/32nd Road	569 32nd Road, Unit 6, Grand Junction, CO 81504-7053	(970) 523-9955	McCallister, Ryan
CO018	Grand Junction/Rimrock	2546 Rimrock Avenue, Suite 200B, Grand Junction, CO 81505-8666	(970) 257-7272	McCallister, Ryan
CO002	Greeley/10th & 28th	2800 W 10th Street, Greeley, CO 80634-5425	(970) 304-9470	McCallister, Ryan
CO094	Greeley/10th & 66th	6628 W 10th Street, Suite A, Greeley, CO 80634-7782	(970) 352-7272	McCallister, Ryan
CO025	Greenwood Vlg/E Arapahoe	8575 E Arapahoe Road, Suite D, Greenwood Village, CO 80112-1429	(303) 221-7070	Tracy, Ryan
CO092	Highlands Ranch/Dorchester Street	9315 Dorchester Street, Suite 108, Highlands Ranch, CO 80129-2521	(303) 346-7272	Personett, Rick
CO021	Highlands Ranch/S University	9559 S University Boulevard, Suite 103, Highlands Ranch, CO 80126-7805	(303) 471-8500	Angelopoulos, Jason

Store #	Store Name	Address	Telephone	Onsite Operator
CO040	Lakewood/S Kipling	1535 S Kipling Parkway, Lakewood, CO 80232-6258	(720) 962-0202	McCallister, Ryan
CO070	Littleton/Belleview	11614 W Belleview Avenue, Suite N, Littleton, CO 80127-1534	(303) 948-9100	McCallister, Ryan
CO009	Littleton/W Coal Mine	6696 W Coal Mine Avenue, Littleton, CO 80123-4572	(303) 948-7272	Angelopoulos, Jason
CO034	Littleton/W Ken Caryl	12482 W Ken Caryl Avenue, Suite B4, Littleton, CO 80127-3751	(303) 904-9040	Tracy, Ryan
CO083	Lonetree/Lincoln	9231 E Lincoln Avenue, Lonetree, CO 80124-5508	(303) 799-4040	Angelopoulos, Jason
CO004	Longmont/Main	2330 Main Street, Suite B, Longmont, CO 80501-1127	(303) 678-7272	Long, Samuel and Jayne
CO091	Longmont/S Hover	965 S Hover Road, Suite B, Longmont, CO 80501-7916	(303) 834-8466	Long, Samuel and Jayne
CO108	Louisville/E S Boulder Road	765 E S Boulder Road, Louisville, CO 80027-1349	(303) 926-7272	Bent, Robert and Nicola
CO041	Loveland/Eagle	1131 Eagle Drive, Loveland, CO 80537-8020	(970) 669-7272	Kennedy, Todd
CO076	Loveland/Eisenhower Boulevard	986 E Eisenhower Boulevard, Loveland, CO 80537-3922	(970) 667-9700	Kennedy, Todd
CO057	Montrose/Ogden	1421 Ogden Road, Montrose, CO 81401-5692	(970) 249-7300	McCallister, Ryan
CO063	Monument/Baptist Road	1012 W Baptist Road, Suite 10, Monument, CO 80921-2402	(719) 481-1212	Baer, John and Carol
CO104	Pagosa Springs/Country Center Drive	140 Country Center Drive, Pagosa Springs, CO 81147	(970) 731-7272	Jackson, Rolly and Patricia
CO013	Parker/Ponderosa	18741 Ponderosa Drive, Suite E, Parker, CO 80134-8816	(303) 841-7272	McCallister, Ryan
CO095	Parker/S Parker Road	13029 S Parker Road, Suite 617, Parker, CO 80134-3449	(303) 840-7272	McCallister, Ryan
CO058	Pueblo/Highway 50	1617 W US Highway 50, Pueblo, CO 81008-1697	(719) 595-0444	McCallister, Ryan
CO019	Pueblo/S Prairie	840 S Prairie Avenue, Suite 2, Pueblo, CO 81005-5722	(719) 561-3999	McCallister, Ryan
CO110	Steamboat Springs/Central Park Drive	1809 Central Park Drive, Suite 205, Steamboat Springs, CO 80487	(970) 439-1793	Fosse, Clayton
CO071	Sterling/ W Main Street	712 W Main Street, Sterling, CO 80751-2922	(970) 522-4900	Taranto, John
CO105	Thornton/Colorado Boulevard	13691 Colorado Boulevard, Suite 103, Thornton, CO 80602-7068	(303) 242-3099	Tracy, Ryan
CO030	Thornton/E 104th	3782 E 104th Avenue, Thornton, CO 80233-4434	(303) 280-8200	Tracy, Ryan
CO037	Westminster/Church Rnch Road	8533 Church Ranch Boulevard, Suite 200, Westminster, CO 80021-5541	(303) 465-5441	Wolfer, Marshal
CO062	Windsor/Main	1550 Main Street, Suite 118, Windsor, CO 80550-7916	(970) 686-7719	McCallister, Ryan
CO073	Woodland Park/E Highway 24	300 E Highway 24, Unit B, Woodland Park, CO 80863	(719) 686-9776	McCallister, Ryan
<b>FLORIDA</b>				
FL070	Melbourne/N Wickham Road	4100 N Wickham Road, Suite 121, Melbourne, FL 32935-2483	(321) 768-3774	Roehl, Eric
FL020	Niceville/John Sims Parkway	1142 John Sims Parkway E, Niceville, FL 32578-2204	(850) 729-0034	McMahon, Sheila
FL056	Pensacola/W Nine Mile Rd	2168 W Nine Mile Road, Pensacola, FL 32534-9464	(850) 435-4310	Bullock, Billy
<b>GEORGIA</b>				
GA008	Pooler/S Godley Station Boulevard	113 S Godley Station Boulevard, Pooler, GA 31322-4137	(912) 348-3930	James, Marshall

Store #	Store Name	Address	Telephone	Onsite Operator
GA007	Richmond Hill/Highway 17	3488 US Highway 17, Richmond Hill, GA 31324-8802	(912) 445-0777	James, Marshall
GA009	Savannah/E DeRenne Avenue	830 E DeRenne Avenue, Savannah, GA 31405-6717	(912) 201-3021	James, Marshall
GA005	Savannah/Johnny Mercer	201 Johnny Mercer Boulevard, Savannah, GA 31410-2119	(912) 335-7556	James, Marshall
<b>HAWAII</b>				
HI001	Kaneohe/Windward City Shopping Center	45-480 Kaneohe Bay Drive, Suite B-06, Kaneohe, HI 96744-2054	(808) 724-0000	Bond, Brooks
HI003	Mililani/Miliani Shopping Center	95-221 Kipapa Drive, Suite C12A, Mililani, HI 96789-1148	(808) 724-0000	Bond, Brooks
<b>IDAHO</b>				
ID034	Ammon/E 17th Street	3160 E 17th Street, Suite 160, Ammon, ID 83406-6784	(208) 552-7272	Myers, Dave
ID014	Blackfoot/Market Street	977 Market Street, Blackfoot, ID 83221-1618	(208) 785-7272	Myers, Dave
ID023	Boise/ W Fairview Ave	6887 West Fairview Avenue, Boise, ID 83704	(360) 904-7628	Lovelace, Brandon and Phillips, Chris
ID007	Boise/1738 W State	1738 West State Street, Boise, ID 83702-3923	(208) 336-0011	Gritten, Todd
ID024	Boise/N. Eagle	4626 North Eagle Road, Boise, ID 83713	(360) 904-7628	Lovelace, Brandon and Phillips, Chris
ID010	Boise/Overland	10545 Overland Road, Boise, ID 83709	(360) 904-7628	Lovelace, Brandon and Phillips, Chris
ID016	Boise/S Apple	2412 South Apple Street, Boise, ID 83706	(360) 904-7628	Lovelace, Brandon and Phillips, Chris
ID017	Boise/Vista	1022 S Vista Avenue, Boise, ID 83705-2427	(208) 345-2220	Gritten, Todd
ID035	Boise/W Lake Hazel Road	10785 W Lake Hazel Road, Boise, ID 83709-5041	(208) 901-8777	Gritten, Todd
ID008	Boise/West State	6940 West State Street, Boise, ID 83714	(360) 904-7628	Lovelace, Brandon and Phillips, Chris
ID030	Burley/E Main Street	1011 E Main Street, Burley, ID 83318-2029	(208) 678-1111	Ball, Nathan
ID011	Caldwell/10th Avenue	2707 10th Avenue South, Caldwell, ID 83605	(360) 904-7628	Lovelace, Brandon and Phillips, Chris
ID021	Chubbuck/Yellowstone Avenue	4837 Yellowstone Avenue, Chubbuck, ID 83202-2333	(208) 237-7272	Myers, Dave
ID003	Coeur d'Alene/Government	1800 N Government Way, Coeur d'Alene, ID 83814-3449	(208) 765-8878	Staples, Jared
ID029	Eagle/E Plaza	228 E Plaza Street, Suite L, Eagle, ID 83616-5982	(208) 939-7272	Gritten, Todd
ID026	Emmett/Highway 16	620 Highway 16 106, Emmett, ID 83617-8012	(208) 398-8811	Gritten, Todd
ID001	Hayden Lake/W Prairie	285 West Prairie Avenue, Suite M, Hayden, ID 83835	(208) 772-0552	Cavanaugh, Don and Tanya
ID004	Idaho Falls/E 17th Street	1600 E 17th Street, Idaho Falls, ID 83404-6366	(208) 523-7200	Myers, Dave
ID019	Idaho Falls/W Broadway	1857 West Broadway Street, Idaho Falls, ID 83402-3043	(208) 528-9800	Myers, Dave
ID027	Kuna/Linder	1545 Linder Road, Kuna, ID 83634	(360) 904-7628	Lovelace, Brandon and Phillips, Chris



Store #	Store Name	Address	Telephone	Onsite Operator
ID009	Lewiston/Thain	148 Thain Road, Lewiston, ID 83501-4843	(208) 746-7272	McCandless, Scott and Liz
ID020	Meridian/Cherry	3317 West Cherry Lane, Meridian, ID 83642-1119	(208) 884-8333	Ross, Laura and Brent
ID028	Meridian/Fairview Avenue	1330 E Fairview Avenue, Suite 101, Meridian, ID 83642-9243	(208) 855-0777	Ross, Laura and Brent
ID032	Meridian/S Bartlett	2723 S Bartlett Avenue, Meridian, ID 83642-4074	(208) 576-6677	Ross, Laura and Brent
ID033	Meridian/W McMillan Road	3015 W McMillan Road, Meridian, ID 83646-6161	(208) 888-2777	Gritten, Todd
ID015	Moscow/W 3rd	524 West 3rd Street, Moscow, ID 83843-2209	(208) 883-9508	Berg, Mitch and Elizabeth
ID025	Mountain Home/American Lgn	425 American Legion Boulevard, Mountain Home, ID 83647-2748	(208) 580-0222	Ball, Nathan
ID005	Nampa/Caldwell	920 Caldwell Boulevard, Nampa, ID 83651	(360) 904-7628	Lovelace, Brandon and Phillips, Chris
ID036	Nampa/Garrity	4221 Garrity Boulevard, Nampa, ID 83687-3137	(208) 468-0998	Ross, Laura and Brent
ID006	Pocatello/Yellowstone Avenue	540 Yellowstone Avenue, Pocatello, ID 83201-4534	(208) 234-7272	Myers, Dave
ID018	Ponderay/Fontaine	1010 Fontaine Drive, Suite 1, Ponderay, ID 83852-9752	(208) 255-1557	Cavanaugh, Don and Tanya
ID002	Post Falls/E Mullan	3145 E Mullan Avenue, Suite 100, Post Falls, ID 83854-8900	(208) 773-1575	Kennedy, George and Lynnette
ID012	Rexburg/N 2nd E	64 N 2nd E, Rexburg, ID 83440-1643	(208) 356-8900	Myers, Dave
ID039	Rigby/200 E Main	200 E Main Street, Rigby, ID 83442	(208) 745-6950	Myers, Dave
ID022	South Nampa/12th Ave	2420 12th Avenue Road, Nampa, ID 83686	(360) 904-7628	Lovelace, Brandon and Phillips, Chris
ID013	Twin Falls/Cheney Drive	799 Cheney Drive, Suite C, Twin Falls, ID 83301-3475	(208) 734-2977	Ball, Nathan
<b>ILLINOIS</b>				
IL008	Bloomington/E Oakland	2402 E Oakland Avenue, Bloomington, IL 61701-5828	(309) 662-9000	Fields, Ray
IL046	Champaign/Kirby	1753 West Kirby Avenue, Champaign, IL 61821-5500	(217) 356-8000	Dobbins, Scot
IL050	Decatur/West Mound	255 West Mound Road, Suite B, Decatur, IL 62526-1999	(217) 875-1700	Fields, Ray and Kim
IL070	Dixon/Keul Road	212 Keul Road, Dixon, IL 61021-9646	(815) 677-9650	Blackburn, Molly
IL062	Edwardsville/Harvard	207 Harvard Drive, Suite 159, Edwardsville, IL 62025-2702	(618) 656-7272	Garner, Tim
IL013	Freeport/SW Avenue	1713 S West Avenue, Freeport, IL 61032-6767	(815) 233-7272	Milks, Troy and Vicki
IL011	Jacksonville/West Morton	1119 West Morton Avenue, Jacksonville, IL 62650-3115	(217) 245-6367	Hautala, Eric and Sarah
IL009	Moline/23rd Avenue	3479 23rd Avenue, Moline, IL 61265	(309) 797-9999	Lovelace, Tom
IL004	Normal/E College	1531 E College Avenue, Normal, IL 61761-6194	(309) 452-7575	Fields, Ray
IL031	O'Fallon/Highway 50	1407 West US Highway 50, Suite 101, O'Fallon, IL 62269-3014	(618) 632-7272	Hudson, Steve
IL058	Pekin/Broadway Street	1807 Broadway Street, Pekin, IL 61554-3821	(309) 347-5051	Fields, Ray and Kim
IL002	Peoria/N University	3125 N University Street, Peoria, IL 61604-1368	(309) 686-3700	Arp, Scott and Amy
IL005	Quincy/Broadway	3020 Broadway Street, Quincy, IL 62301-3708	(217) 223-9200	Fields, Ray and Kim

Store #	Store Name	Address	Telephone	Onsite Operator
IL007	Springfield/Chatham	2641 Chatham Road, Springfield, IL 62704-4185	(217) 698-7272	Fields, Ray and Kim
IL024	Springfield/Sangamon	1712 E Sangamon Avenue, Springfield, IL 62702-1204	(217) 391-7272	Fields, Ray and Kim
IL032	Woodstock/Eastwood	119 S Eastwood Drive, Woodstock, IL 60098-3519	(815) 337-9900	Schinke, Chris
<b>INDIANA</b>				
IN030	Anderson/Scatterfield	4722 S Scatterfield Road, Anderson, IN 46013-2908	(765) 643-1111	Moon, Jeff
IN033	Avon/US Highway 36	10728 E US Highway 36, Avon, IN 46123-7982	(317) 271-6200	Moon, Jeff
IN038	Bloomington/Old SR 37	4017 S Old State Road 37, Bloomington, IN 47401-7482	(812) 824-5151	Moon, Jeff
IN035	Carmel/Greyhound Pass	1950 E Greyhound Pass, Carmel, IN 46033-7787	(317) 844-7272	Moon, Jeff
IN049	Columbus/N National Road	1675 N National Road, Columbus, IN 47201-5501	(812) 376-7272	Moon, Jeff
IN050	Corydon/Old Highway 135 NW	1935 Old Highway 135 NW, Corydon, IN 47112-4009	(812) 738-0900	Reinhardt, Gary
IN061	Evansville/Davis	4827 Davis Lant Drive, Evansville, IN 47715-8946	(812) 491-7272	Wolfe, Toby and Heather
IN066	Evansville/Green River	779 S Green River Road, Evansville, IN 47715-4179	(812) 402-8686	Wolfe, Toby and Heather
IN027	Fishers/Allisonville	11815 Allisonville Road, Fishers, IN 46038-2313	(317) 579-7272	Arnold, Robert and Nicole
IN058	Fishers/Olio Road	11630 Olio Road, Fishers, IN 46037-7677	(317) 595-5995	Arnold, Robert and Nicole
IN007	Greenfield/E New Road	188 E New Road, Greenfield, IN 46140-9085	(317) 462-7272	Hendricks, Lynn and Douglas
IN021	Greenwood/N SR 135	1011 N State Road 135, Suite F3, Greenwood, IN 46142-1356	(317) 889-8888	Moon, Jeff
IN020	Indianapolis/Crawfordsville Road	5945 Crawfordsville Road, Indianapolis, IN 46224-3728	(317) 244-7272	Lee, Kristian
IN017	Indianapolis/E 62nd	2130 E 62nd Street, Indianapolis, IN 46220-2312	(317) 259-7272	Lee, Kristian
IN008	Indianapolis/E Thompson	5347 E Thompson Road, Indianapolis, IN 46237-4094	(317) 784-7272	Moon, Jeff
IN042	Indianapolis/Pendleton	10635 Pendleton Pike, Indianapolis, IN 46236-2953	(317) 823-7171	Moon, Jeff
IN071	Jeffersonville/E 10th	3015 E 10th Street, Suite 101, Jeffersonville, IN 47130-6918	(812) 280-2222	Best, Jerry
IN041	Marion/S Western	3101 S Western Avenue, Marion, IN 46953-3966	(765) 651-9999	Moon, Jeff
IN039	Mooreville/Indiana	439 S Indiana Street, Mooreville, IN 46158-1711	(317) 831-7272	Moon, Jeff
IN053	Muncie/Chandler	3636 S Chandler Drive, Muncie, IN 47302-6307	(765) 284-4444	Moon, Jeff
IN009	Muncie/W McGalliard	1424 West McGalliard Road, Muncie, IN 47304-2200	(765) 286-0100	Moon, Jeff
IN070	New Albany/State Street	2221 State Street, Suite C, New Albany, IN 47150-4974	(812) 945-7272	Best, Jerry
IN044	Plainfield/E Main	1810 E Main Street, Plainfield, IN 46168-1850	(317) 839-4466	Moon, Jeff
IN074	Zionsville/Boone Village	51 Boone Village, Zionsville, IN 46077-1231	(317) 733-9989	Moon, Jeff
<b>IOWA</b>				
IA035	Altoona/8th Street SW	3418 8th Street SW, Suite 5, Altoona, IA 50009-1030	(515) 967-7556	Lovelace, Tom
IA019	Ames/Lincoln	123 Lincoln Way, Ames, IA 50010-3323	(515) 232-3196	Smith, Joel

Store #	Store Name	Address	Telephone	Onsite Operator
IA022	Ankeny/N Ankeny	502 N Ankeny Boulevard, Suite 7, Ankeny, IA 50023-1755	(515) 965-4222	Smith, Joel
IA008	Bettendorf/Devils Glen Road	3209 Devils Glen Road, Bettendorf, IA 52722-3351	(563) 332-7474	Lovelace, Tom
IA040	Boone/Story Street	528 Story Street, Boone, IA 50036-3534	(515) 432-1086	Lovelace, Tom
IA003	Cedar Falls/University	5713 University Avenue, Suite A, Cedar Falls, IA 50613-5261	(319) 268-4007	Myers, Dave
IA032	Cedar Rapids/Boyson	560 Boyson Road NE, Suite D, Cedar Rapids, IA 52402-7359	(319) 294-8170	Myers, Dave
IA004	Cedar Rapids/Center Point	3335 Center Point Road NE, Cedar Rapids, IA 52402-5526	(319) 366-4252	Myers, Dave
IA011	Cedar Rapids/Edgewood Road	408 Edgewood Road NW, Cedar Rapids, IA 52405-3666	(319) 390-3896	Myers, Dave
IA001	Cedar Rapids/Mt Vernon	3219 Mt. Vernon Road SE, Cedar Rapids, IA 52403-3656	(319) 366-4642	Myers, Dave
IA029	Clive/NW 156th	2180 NW 156th Street, Suite 113, Clive, IA 50325-7982	(515) 987-3113	Smith, Joel
IA042	Coralville/2nd Street	1815 2nd Street, Coralville, IA 52241-1890	(319) 358-6465	Myers, Dave
IA036	Council Bluffs/Madison	1751 Madison Avenue, Suite 1006, Council Bluffs, IA 51503-5246	(712) 256-6868	Beck, Tony
IA046	Davenport/53rd Street	2406 E 53rd Street, Suite 5, Davenport, IA 52807-3827	(563) 359-5300	Lovelace, Tom
IA012	Des Moines/SE 14th Street	6058 SE 14th Street, Des Moines, IA 50320-1744	(515) 974-0440	Smith, Joel
IA013	Dubuque/JFK	1555 John F Kennedy Road, Dubuque, IA 52002-5105	(563) 582-1234	Myers, Dave
IA023	Fort Dodge/5th Avenue S	2813 5th Avenue S, Fort Dodge, IA 50501-5558	(515) 576-0100	Smith, Joel
IA038	Indianola/N Jefferson	1011 N Jefferson, Suite 400, Indianola, IA 50125-1758	(515) 962-2703	Lovelace, Tom
IA002	Iowa City/Muscatine	2300 Muscatine Avenue, Iowa City, IA 52240-6637	(319) 338-3808	Myers, Dave
IA007	Marion/7th Avenue	2240 7th Avenue, Suite 3, Marion, IA 52302-3671	(319) 447-9646	Myers, Dave
IA041	Marshalltown/Center Street	2500 S Center Street, Suite A002, Marshalltown, IA 50158-4559	(641) 753-6870	Lovelace, Tom
IA006	Mason City/4th Street SW	1419 4th Street SW, Mason City, IA 50401-2736	(641) 424-3011	Murphey, Ryan
IA026	Muscatine/2nd Avenue	2604 2nd Avenue, Unit 3, Muscatine, IA 52761-5610	(563) 288-6877	Smith, Joel
IA037	Sioux City/28th Street	302 West 28th Street, Sioux City, IA 51104-4036	(712) 274-7777	Brown, Robert and Amy
IA059	Spencer/S Grand Avenue	1019 S Grand Avenue, Spencer, IA 51301-5738	(712) 580-2112	Schatz, Amanda
IA043	Spirit Lake/Highway 71	3601 Highway 71, Spirit Lake, IA 51360-7298	(712) 336-5390	Huber, Danny, Candis, and Derrick
IA024	Urbandale/NW 86th	4641 NW 86th Street, Urbandale, IA 50322-1027	(515) 309-7272	Smith, Joel
IA015	Waterloo/Kimball	3005 Kimball Avenue, Waterloo, IA 50702-5254	(319) 236-1234	Myers, Dave
IA047	Windsor Heights/University	7160 University Avenue, Windsor Heights, IA 50324-1437	(515) 271-7500	Smith, Joel
<b>KANSAS</b>				
KS029	Andover/N Andover Road	229 N Andover Road, Suite 700, Andover, KS 67002-2007	(316) 733-9500	Copp, Chris
KS045	Bonner Springs/Tulip Drive	608 Tulip Drive, Suite B, Bonner Springs, KS 66012-7146	(913) 422-1932	Doll, George and Kristen

Store #	Store Name	Address	Telephone	Onsite Operator
KS014	Derby/N Rock Road	1636 N Rock Road, Suite 400, Derby, KS 67037-3767	(316) 788-9090	Copp, Chris
KS044	Gardner/E Main Street	800 E Main Street, Gardner, KS 66030-1287	(913) 938-4300	Copp, Chris
KS018	Great Bend/10th Street	3809 10th Street, Great Bend, KS 67530-3548	(620) 792-7222	Goebel-Ward, Abby
KS026	Hays/Oak Street	2700 Oak Street, Hays, KS 67601-1612	(785) 621-4750	Goebel-Ward, Abby
KS004	Hutchinson/N Main	2404 N Main Street, Hutchinson, KS 67502-6300	(620) 663-9600	Copp, Chris
KS051	Lawrence/Congressional Drive	650 Congressional Drive, Lawrence, KS 66049-4869	(785) 843-7272	Meyer, Joel
KS002	Lawrence/Iowa	2540 Iowa Street, Suite F, Lawrence, KS 66046-5753	(785) 840-0123	Meyer, Joel
KS021	Leavenworth/S 4th	3400 S 4th Street, Leavenworth, KS 66048-5012	(913) 682-6500	Copp, Chris
KS023	Leawood/State Line	12118 State Line Road, Leawood, KS 66209-1254	(913) 338-3939	Copp, Chris
KS011	Lenexa/W 87th Street	14912 West 87th Street Parkway, Lenexa, KS 66215-4159	(913) 894-5800	Copp, Chris
KS059	Lenexa/Woodland Drive	10086 Woodland Road, Lenexa, KS 66220-3802	(913) 782-7272	Ellenbecker, Michael
KS012	Manhattan/Claflin	2745 Claflin Road, Manhattan, KS 66502-2861	(785) 539-3321	Meyer, Joel
KS020	Olathe/W 151st Street	16563 West 151st Street, Olathe, KS 66062-5607	(913) 764-0500	Copp, Chris
KS030	Olathe/W Santa Fe	1070 West Santa Fe, Olathe, KS 66061-3173	(913) 712-9029	Copp, Chris
KS047	Overland Park/Nall Avenue	9563 Nall Avenue, Overland Park, KS 66207-2949	(913) 381-7272	Moritz, Richard
KS008	Overland Park/Switzer	13473 Switzer Road, Overland Park, KS 66213-3301	(913) 897-0008	Fonte, Kevin and Dianne
KS005	Salina/S 9th	2365 S 9th Street, Salina, KS 67401-7556	(785) 827-7900	Meyer, Joel
KS043	Shawnee/Monticello	6636 Monticello Road, Shawnee, KS 66226-3512	(913) 422-9100	Stimach, John and Linda
KS048	Shawnee/Shawnee Mission Parkway	12272 Shawnee Mission Parkway, Shawnee, KS 66216-1832	(913) 268-7272	Woodbury, Steve and Lori
KS041	Topeka/6021 SW 29th	6021 SW 29th Street, Topeka, KS 66614-6200	(785) 861-7474	Meyer, Joel
KS055	Topeka/NW Topeka Boulevard	2037 NW Topeka Boulevard, Suite B, Topeka, KS 66608-1828	(785) 861-7273	Meyer, Joel
KS007	Topeka/SW Gage	1035 SW Gage Boulevard, Topeka, KS 66604-1992	(785) 272-9393	Meyer, Joel
KS036	Wichita/Central Avenue	4813 E Central Avenue, Wichita, KS 67208-4014	(316) 681-1821	Copp, Chris
KS010	Wichita/N Maize	2110 N Maize Road, Suite 200, Wichita, KS 67212-5209	(316) 722-1800	Copp, Chris
KS034	Wichita/Seneca Street	2712 S Seneca Street, Wichita, KS 67217-2808	(316) 262-3535	Copp, Chris
KS028	Wichita/West Maple	13303 West Maple Street, Suite 127, Wichita, KS 67235-8758	(316) 729-0706	Copp, Chris
<b>KENTUCKY</b>				
KY020	Elizabethtown/N Dixie	1811 N Dixie Highway, Suite 102, Elizabethtown, KY 42701-5555	(270) 763-0012	Barrowes, Winston
KY030	La Grange/Highway 53	2028 S Highway 53, Suite 7, La Grange, KY 40031-9119	(502) 222-5949	Best, Jerry
KY006	Louisville/Bardstown	6756 Bardstown Road, Louisville, KY 40291-3048	(502) 239-8282	Best, Jerry
KY039	Louisville/Dixie Highway	6661 Dixie Highway, Suite A, Louisville, KY 40258-3950	(502) 933-8577	Best, Jerry

Store #	Store Name	Address	Telephone	Onsite Operator
KY002	Louisville/Hubbards	291 N Hubbards Lane, Louisville, KY 40207-2295	(502) 895-6363	Reinhardt, Gary
KY001	Louisville/Mud Lane	5016 Mud Lane, Suite 101, Louisville, KY 40229-2893	(502) 962-7272	Best, Jerry
KY040	Louisville/S 3rd Street	3024 S 3rd Street, Louisville, KY 40208-1417	(502) 637-2113	Best, Jerry
KY009	Louisville/Shelbyville	12535 Shelbyville Road, Louisville, KY 40243-1530	(502) 253-9191	Ross, Ryan
KY044	Paducah/James Sanders Boulevard	2725 James Sanders Boulevard, Suite E, Paducah, KY 42001	(270) 685-1800	McIntyre, Tammy
<b>LOUISIANA</b>				
LA012	Shreveport/Line	5886 Line Avenue, Shreveport, LA 71106-1532	(318) 865-1313	Flurry, Brandy
<b>MICHIGAN</b>				
MI002	Escanaba/Lincoln	123 N Lincoln Road, Escanaba, MI 49829-1321	(906) 786-9484	O'Connor, Ray and Michelle
MI014	Grand Haven/S Beacon	809 S Beacon Boulevard, Grand Haven, Michigan 49417	(616) 844-7272	Moon, Jeff
MI031	Grand Rapids/Leonard	1239 Leonard Street NE, Grand Rapids, Michigan 49505	(616) 459-7272	Moon, Jeff
MI026	Grand Rapids/Northland	5210 Northland Drive NE, Grand Rapids, Michigan 49525	(616) 361-9696	Moon, Jeff
MI047	Holland/East 16 <sup>th</sup> Street	770 East 16th Street, Holland, Michigan 49423	(616) 494-9445	Moon, Jeff
MI055	Houghton/ Razorback Drive	960 Razorback Drive, Suite 3B, Houghton, MI 49931-2830	(906) 523-2255	O'Connor, Ray and Michelle
MI042	Jenison/Baldwin Street	650 Baldwin Street, Jenison, Michigan 49428	(616) 667-8826	Moon, Jeff
MI009	Kentwood/Eastern Avenue SE	5311 Eastern Avenue SE, Kentwood, Michigan 49508	(616) 538-9999	Moon, Jeff
MI016	Iron Mountain/Stephenson	1836 S Stephenson Avenue, Iron Mountain, MI 49801-3615	(906) 779-9105	O'Connor, Ray and Michelle
MI033	Marquette/Highway 41	3121 US Highway 41 West, Marquette, MI 49855-9494	(906) 226-1515	O'Connor, Ray and Michelle
MI030	Muskegon/Henry	3355 Henry Street, Suite G, Muskegon, Michigan 49441	(231) 737-7272	Moon, Jeff
MI051	Plainwell/1285 M-89	1285 M-89, Plainwell, MI 49080-1919	(269) 225-1333	Watts, Kevin and Brandi
<b>MINNESOTA</b>				
MN019	Albert Lea/Bridge	142 Bridge Street, Albert Lea, MN 56007-2948	(507) 377-7075	Stiegelmeier, John
MN055	Albertville/La Centre	5600 La Centre Avenue, Albertville, Minnesota 55301	(763) 497-6929	Jenniges, Joe
MN049	Alexandria/Broadway	915 Broadway Street S, Alexandria, MN 56308-4413	(320) 763-7420	Meyer, Joel
MN073	Andover/Bluebird	15190 Bluebird Street NW, Andover, Minnesota 55304	(763) 434-3787	Jenniges, Joe
MN023	Apple Valley/Gleason	15052 Gleason Path, Apple Valley, Minnesota 55124	(952) 953-4114	Jenniges, Joe
MN003	Austin/1st Avenue SW	402 1st Avenue SW, Austin, MN 55912-3387	(507) 433-3333	Murphey, Ryan
MN054	Baxter/Fairview	7822 Fairview Road, Baxter, MN 56425-4805	(218) 825-0838	Meyer, Joel
MN052	Bemidji/Paul Bunyan Drive	516 Paul Bunyan Drive NW, Bemidji, MN 56601-2463	(218) 444-7025	Ravnikar, James
MN097	Blaine/County Road 10	740 County Highway 10, Blaine, MN 55434	(763) 283-5965	Soderholm, Amy and Schulke, Mary

Store #	Store Name	Address	Telephone	Onsite Operator
MN025	Blaine/Ulysses	12421 Ulysses Street NE, Blaine, Minnesota 55434	(763) 862-6031	Jenniges, Joe
MN012	Bloomington/France Ave S	10604 France Avenue S, Suite B, Bloomington, Minnesota 55431	(952) 886-9019	Jenniges, Joe
MN030	Bloomington/Lyndale Ave S	8507 Lyndale Avenue S, Bloomington, Minnesota 55420	(952) 967-0867	Jenniges, Joe
MN062	Buffalo/Hwy 25	1225 Highway 25 N, Buffalo, Minnesota 55313	(763) 684-1661	Jenniges, Joe
MN072	Burnsville/County Road 42	1002 County Road 42 West, Burnsville, MN 55337-4429	(952) 892-7100	Wolfe, Jim and Pam
MN061	Cambridge/2nd Avenue	1870 2nd Avenue SE, Cambridge, MN 55008-4119	(763) 552-7272	Tarras, Terry
MN020	Champlin/Aquila	11351 Aquila Drive N, Champlin, MN 55316-3857	(763) 427-3556	Parrish, Brian and Sharon
MN035	Chanhassen/Market	7878 Market Boulevard, Chanhassen, MN 55317-9440	(952) 294-4646	Wolfe, Jim and Pam
MN070	Chaska/Gateway Drive	1006 Gateway Drive, Chaska, MN 55318-4569	(952) 556-0001	Wolfe, Jim and Pam
MN058	Circle Pines /Lexington Avenue N	9310 Lexington Avenue N, Circle Pines, MN 55014-1671	(763) 785-0939	Soderholm, Amy and Schulke, Mary
MN084	Cloquet/S Highway 33	1321 S Highway 33, Cloquet, MN 55720-2663	(218) 878-1100	Meyer, Joel
MN040	Coon Rapids/Main St NW	3548 Main Street NW, Coon Rapids, Minnesota 55433	(763) 421-2212	Jenniges, Joe
MN021	Cottage Grove/E Pt Douglas	8471 East Point Douglas Road S, Cottage Grove, Minnesota 55016	(651) 769-0313	Jenniges, Joe
MN115	Delano/Crossings Drive	1005 Crossing Way, Delano, MN 55328-4625	(763) 972-7277	Meyer, Joel
MN015	Detroit Lakes/Frazee	317 Frazee Street E, Detroit Lakes, MN 56501-3615	(218) 847-7200	Foltz, Helen
MN108	Duluth/Central Entrance	629 W Central Entrance, Suite B, Duluth, MN 55811-2617	(218) 733-7272	Meyer, Joel
MN011	Duluth/Grand	4602 Grand Avenue, Suite 400, Duluth, MN 55807-2718	(218) 624-5000	Meyer, Joel
MN110	Duluth/London Road	2102 London Road, Duluth, MN 55812-2127	(218) 724-7272	Meyer, Joel
MN048	Duluth/W Arrowhead	1332 West Arrowhead Road, Duluth, MN 55811-2218	(218) 728-8021	Meyer, Joel
MN036	Eagan/Cliff Lake	1960 Cliff Lake Road, Suite 113A, Eagan, MN 55122-2438	(651) 686-7767	Parrish, Brian and Sharon
MN082	Eagan/Duckwood	1380 Duckwood Drive, Eagan, MN 55123-1090	(651) 405-9999	Parrish, Brian and Sharon
MN018	Eden Prairie/Hennepin Town Road	10165 Hennepin Town Road, Suite 101, Eden Prairie, MN 55347-3107	(952) 828-1917	Wolfe, Jim and Pam
MN016	Elk River/Freeport St NW	19112 Freeport Street NW, Elk River, Minnesota 55330	(763) 241-8444	Jenniges, Joe
MN004	Faribault/N 4th Street	615 NW 4th Street, Faribault, MN 55021-5034	(507) 334-7040	Wolfe, Jim and Pam
MN111	Farmington/Chippendale	20700 Chippendale Avenue NW, Farmington, Minnesota 55024	(651) 460-4139	Jenniges, Joe
MN053	Fergus Falls/Lincoln	1101 West Lincoln Avenue, Fergus Falls, MN 56537-1022	(218) 998-7272	Meyer, Joel
MN050	Forest Lake/West Broadway	2009 West Broadway Avenue, Forest Lake, Minnesota 55025	(651) 464-1166	Jenniges, Joe
MN028	Fridley/57th Ave NE	205 57th Avenue NE, Fridley, Minnesota 55432	(763) 572-2300	Jenniges, Joe
MN081	Golden Valley/Golden Valley Road	8525 Golden Valley Road Suite 200, Golden Valley, MN 55427-4499	(763) 545-7272	Parrish, Brian and Sharon
MN074	Grand Rapids/Pokegama	2030 S Pokegama Avenue, Grand Rapids, MN 55744-4288	(218) 326-8882	Meyer, Joel

Store #	Store Name	Address	Telephone	Onsite Operator
MN056	Hastings/Market Blvd	1771 Market Boulevard, Hastings, Minnesota 55033	(651) 438-8711	Jenniges, Joe
MN076	Hibbing/9th Avenue	4112 9th Avenue West, Hibbing, MN 55746-3020	(218) 262-0066	Meyer, Joel
MN093	Hugo/Victor Hugo	14775 Victor Hugo Boulevard N, Suite 102, Hugo, MN 55038-4561	(651) 426-2221	Tarras, Terry
MN022	Hutchinson/Highway 15 S	1380 Highway 15 S, Hutchinson, MN 55350-3831	(320) 234-9696	Meyer, Joel
MN088	Lakeville/Heritage Dr	20190 Heritage Drive, Lakeville, Minnesota 55044	(952) 469-7272	Jenniges, Joe
MN118	Little Falls/11th Street NE	116 11th Street NE, Little Falls, MN 56345-3300	(320) 632-9696	Foltz, Helen/Kohler, Austin
MN024	Mankato/Madison	1776 E Madison Avenue, Mankato, MN 56001-5446	(507) 625-7444	Wolfe, Jim and Pam
MN001	Mankato/S Riverfront	510 S Riverfront Drive, Mankato, MN 56001-3701	(507) 625-5757	Wolfe, Jim and Pam
MN121	Maple Grove/Blackoaks Lane N	9511 Blackoaks Lane N, Maple Grove, MN 55311-1229	(763) 416-4503	Meyer, Joel
MN064	Maple Grove/Wedgewood	8097 Wedgewood Lane North, Maple Grove, MN 55369-9412	(763) 420-0088	Parrish, Brian and Sharon
MN041	Maplewood/White Bear	2303 White Bear Avenue N, Maplewood, MN 55109-2718	(651) 773-3222	Henderson, Andrew
MN046	Marshall/College	1113 E College Drive, Suite 2, Marshall, MN 56258-3905	(507) 532-0033	Stiegelmeier, John
MN065	Minneapolis/E Lake	4644 E Lake Street, Minneapolis, MN 55406-2306	(612) 729-1500	Henderson, Andrew
MN085	Monticello/Highway 25 S	508 Highway 25 S, Monticello, MN 55362	(763) 295-7700	Meyer, Joel
MN013	Moorhead/8th Street	2509 8th Street S, Suite 500, Moorhead, MN 56560-4202	(218) 236-5200	Lewis, Rusty
MN104	New Prague/Chalupsky Avenue	217 Chalupsky Avenue SE, New Prague, MN 56071-6840	(952) 758-5930	Wolfe, Jim and Pam
MN008	New Ulm/S Broadway	1612 S Broadway Street, New Ulm, MN 56073-3756	(507) 359-3939	Wolfe, Jim and Pam
MN075	North Branch/St. Croix Trail	5466 St. Croix Trail, North Branch, Minnesota 55056	(651) 674-0707	Jenniges, Joe
MN051	Northfield/Jefferson	2014 Jefferson Road, Suite A, Northfield, MN 55057-3251	(507) 663-7272	Wolfe, Jim and Pam
MN033	Owatonna/Bridge	641 West Bridge Street, Owatonna, MN 55060-6400	(507) 455-3700	Murphey, Ryan
MN039	Plymouth/County Rd 24	16605 County Road 24, Plymouth, Minnesota 55447	(763) 551-1411	Jenniges, Joe
MN068	Plymouth/Nathan Lane	4345 Nathan Lane N, Suite D, Plymouth, MN 55442-4523	(763) 551-4960	Parrish, Brian and Sharon
MN114	Princeton/Rum River	714 S Rum River Drive, Suite 103, Princeton, MN 55371-2224	(763) 631-7272	Soderholm, Amy and Schulke, Mary
MN077	Ramsey/St. Francis	14050 Saint Francis Boulevard, Suite B2, Ramsey, Minnesota 55303	(763) 323-7272	Jenniges, Joe
MN047	Red Wing/Tyler Rd S	172 Tyler Road S, Red Wing, Minnesota 55066	(651) 385-7877	Jenniges, Joe
MN102	Richfield/E 66th Street	1816 E 66th Street, Richfield, MN 55423-2709	(612) 861-7272	Wolfe, Jim and Pam
MN067	Richfield/W 66th Street	2922 West 66th Street, Richfield, MN 55423-1939	(612) 465-8704	Wolfe, Jim and Pam
MN059	Robbinsdale/36th Avenue N	5101 36th Avenue N, Robbinsdale, MN 55422-2052	(763) 522-6690	Parrish, Brian and Sharon
MN007	Rochester/Crossroads	410 Crossroads Drive SW, Rochester, MN 55902-2197	(507) 536-0630	Johnson, Cody
MN005	Rochester/Highway 52 N	3932 Highway 52 N, Suite 6, Rochester, MN 55901-0108	(507) 285-4996	Johnson, Cody

Store #	Store Name	Address	Telephone	Onsite Operator
MN107	Rogers/Rogers Drive	13785 Rogers Drive, Suite 109, Rogers, MN 55374-4924	(763) 428-2993	Becker, Karl
MN038	Rosemount/Crestone	15043 Crestone Avenue, Rosemount, Minnesota 55068	(651) 423-2453	Jenniges, Joe
MN042	Roseville/Lexington	1763 Lexington Avenue N, Roseville, MN 55113-6522	(651) 489-2212	Yang, Koua
MN080	Sauk Rapids/Benton	300 N Benton Drive, Sauk Rapids, MN 56379-1533	(320) 258-7272	Meyer, Joel
MN009	Savage/County Road 42	8200 West County Road 42, Suite 200, Savage, MN 55378-2287	(952) 226-3400	Wolfe, Jim and Pam
MN017	Shakopee/Vierling Drive E	1106 Vierling Drive E, Shakopee, MN 55379-4313	(952) 445-8118	Wolfe, Jim and Pam
MN063	St. Anthony/Pentagon Drive	2931 Pentagon Drive, St. Anthony, MN 55418-3208	(612) 788-2646	Drometer, Jason
MN010	St. Cloud/14th Avenue S	25 14th Avenue S, St. Cloud, MN 56301-4151	(320) 203-7272	Meyer, Joel
MN026	St. Louis Park/Highway 7	7924 Highway 7, St. Louis Park, MN 55426-4052	(952) 979-3333	Meyer, Joel
MN099	St. Peter/S Minnesota Avenue	1226 S Minnesota Avenue, Suite A, St. Peter, MN 56082-2254	(507) 934-5555	Wolfe, Jim and Pam
MN060	Stillwater/Market Drive	1754 Market Drive, Suite 300, Stillwater, Minnesota 55082	(651) 439-1222	Jenniges, Joe
MN113	Thief River Falls/Highway 59	1845 Highway 59 S, Suite 500, Thief River Falls, MN 56701-4335	(218) 683-5129	Bernier, Alison
MN031	Vadnais Heights/County Road	965 County Road E E, Vadnais Heights, MN 55127-7114	(651) 482-7700	Tarras, Terry
MN103	Virginia/12th Avenue	1420 S 12th Avenue, Virginia, MN 55792-3247	(218) 741-7272	Meyer, Joel
MN069	Waconia/Oak	1309 Oak Avenue, Waconia, MN 55387-1078	(952) 442-9919	Olson, Erik and Lisa
MN044	West St. Paul/Robert	2047 Robert Street S, West St. Paul, MN 55118-3924	(651) 450-7272	Parrish, Brian and Sharon
MN014	White Bear Lake/County Road E	2699 County Road East E, White Bear Lake, MN 55110-4908	(651) 762-0200	Gutteter, John and Ann
MN006	Willmar/19th Avenue SE	600 19th Avenue SE, Suite 103, Willmar, MN 56201-5324	(320) 235-7272	Meyer, Joel
MN066	Winona/Frontenac	945 Frontenac Drive, Winona, MN 55987-6517	(507) 454-7272	Hodge, Kathy
MN106	Woodbury/Commerce Drive	429 Commerce Drive, Suite 800, Woodbury, Minnesota 55125	(651) 735-0156	Jenniges, Joe
MN037	Woodbury/Currell	7455 Currell Boulevard, Woodbury, Minnesota 55125	(651) 735-4244	Jenniges, Joe
<b>MISSISSIPPI</b>				
MS002	Olive Branch/Goodman Road	6874 Goodman Road, Suite 2, Olive Branch, MS 38654-5623	(662) 874-6737	Johnstone, Scott and Robyn
<b>MISSOURI</b>				
MO089	Arnold/Vogel Road	3918 Vogel Road, Arnold, MO 63010-6203	(636) 287-1132	Garner, Tim
MO072	Ballwin/Big Bend Road	1393 Big Bend Road, Suite C, Ballwin, MO 63021-7601	(636) 825-7500	Garner, Tim
MO014	Belton/E N Avenue	1320 E North Avenue, Belton, MO 64012-5108	(816) 322-3600	Copp, Chris
MO035	Blue Springs/NW State Route 7-Lunar Bowl	2118 NW State Route 7, Blue Springs, MO 64014-1657	(816) 220-7222	Hoffman, Kent and Jennifer
MO006	Blue Springs/SW State Route 7- License Bureau	2406 SW State Route 7, Blue Springs, MO 64014-4565	(816) 220-7900	Hoffman, Kent and Jennifer
MO015	Cape Girardeau/William	2510 William Street, Cape Girardeau, MO 63703-5763	(573) 339-7272	Baer, Jeff



Store #	Store Name	Address	Telephone	Onsite Operator
MO093	Clinton/E Ohio Street	1735 E Ohio Street, Clinton, MO 64735-2401	(660) 383-1701	Hoffman, Kent and Jennifer
MO005	Columbia/Broadway	3103 West Broadway, Columbia, MO 65203-0497	(573) 447-0700	English, Neal
MO068	Excelsior Springs/Crown Hill Road	129 Crown Hill Road, Excelsior Springs, MO 64024-1657	(816) 900-1359	Doll, George and Kristen
MO079	Farmington/West Karsch Blvd	673 West Karsch Boulevard, Farmington, MO 63640-3314	(573) 664-1223	Garner, Tim
MO065	Gladstone/NE 72nd Street	340 NE 72nd Street, Gladstone, MO 64118-1828	(816) 436-7272	Hoffman, Kent and Jennifer
MO066	Grain Valley/S Buckner Tarsney Road	1203 S Buckner Tarsney Road, Suite A, Grain Valley, MO 64029-8305	(816) 443-5275	Hoffman, Kent and Jennifer
MO053	Harrisonville/Commercial	662 S Commercial Street, Harrisonville, MO 64701-1653	(816) 884-5005	Cox, Paul and Katie
MO067	Hollister/Gage Drive	215 Gage Drive, Suite L, Hollister, MO 65672-4001	(417) 544-0173	Cary, Jeffrey
MO045	Independence/23rd	1531 E 23rd Street S, Suite B, Independence, MO 64055-1670	(816) 252-4500	Copp, Chris
MO013	Independence/Dakota	824 N Dakota Drive, Independence, MO 64056-1847	(816) 257-9966	Hoffman, Kent and Jennifer
MO012	Jefferson City/Missouri Boulevard	1803 Missouri Boulevard, Suite F, Jefferson City, MO 65109-1786	(573) 632-8700	English, Neal
MO074	Kansas City/Barry Road	6102 NW Barry Road, Kansas City, MO 64154-2529	(816) 746-4800	Hulen, Tony
MO019	Kansas City/N Chatham	6320 N Chatham Avenue, Kansas City, MO 64151-2473	(816) 746-4010	Hulen, Tony
MO008	Kansas City/N Chouteau	4319 N Chouteau Trafficway, Kansas City, MO 64117-1724	(816) 452-9800	Hoffman, Kent and Jennifer
MO011	Kansas City/State Line	7713 State Line Road, Kansas City, MO 64114-1635	(816) 363-3335	Moritz, Richard
MO087	Kearney/Watson Drive	801 Watson Drive, Suite D, Kearney, MO 64060-4515	(816) 903-7272	Doll, George and Kristen
MO050	Lebanon/S Jefferson	535 S Jefferson Avenue, Lebanon, MO 65536-3262	(417) 991-2777	Straus, John
MO046	Lees Summit/Langsford	1745 E Langsford Road, Lee's Summit, MO 64063-3440	(816) 524-4848	Kyte, John and Jeanne
MO077	Lee's Summit/SW Raintree Drive	3751 SW Raintree Drive, Lee's Summit, MO 64082-4606	(816) 623-5985	Hamilton, Marshall and Stephanie
MO009	Lee's Summit/SW Ward	443 SW Ward Road, Lee's Summit, MO 64081-2448	(816) 524-2744	Copp, Chris
MO055	Liberty/S State Route 291	820 S State Route 291, Suite A, Liberty, MO 64068-2198	(816) 415-0505	Copp, Chris
MO040	Nixa/Mt. Vernon	552 West Mt. Vernon, Nixa, MO 65714-9681	(417) 724-1212	Straus, John
MO029	Ozark/W State Highway J	1653 West State Highway J, Ozark, MO 65721-7424	(417) 581-7272	Straus, John
MO060	Raytown/E 350	9027 E 350, Raytown, MO 64133-5716	(816) 313-6262	Copp, Chris
MO031	Republic/Independence	1212 E Independence Street, Republic, MO 65738-9907	(417) 732-8600	Straus, John
MO044	Rolla/Bishop	201 S Bishop Avenue, Suite D, Rolla, MO 65401-4235	(573) 364-7123	English, Neal
MO041	Sedalia/W Broadway Boulevard	3040 West Broadway Boulevard, Sedalia, MO 65301-2488	(660) 827-5551	Copp, Chris
MO032	Springfield/Battlefield	3250 E Battlefield Road, Springfield, MO 65804-4338	(417) 881-9772	Wilks, Doug
MO001	Springfield/N Kansas Ex	2456 N Kansas Expressway, Springfield, MO 65803-1187	(417) 831-0313	Straus, Matthew
MO003	Springfield/S Campbell	4035 S Campbell Avenue, Springfield, MO 65807-5303	(417) 823-9282	Straus, John

Store #	Store Name	Address	Telephone	Onsite Operator
MO002	Springfield/S Glenstone	500 S Glenstone Avenue, Springfield, MO 65802-3204	(417) 831-4342	Wilks, Doug
MO004	St. Joseph/N Belt	2115 N Belt Highway, St. Joseph, MO 64506-2271	(816) 671-1400	Woodbury, Steve and Lori
MO016	St. Louis/Telegraph	5559 Telegraph Road, St. Louis, MO 63129-3554	(314) 487-8700	Garner, Tim
MO042	St. Peters/Mid Rivers	571 Mid Rivers Mall Road, St. Peters, MO 63376-2152	(636) 397-8888	Garner, Tim
MO043	St. Robert/St. Robert Boulevard	151 Saint Robert Boulevard, St. Robert, MO 65584-3311	(573) 336-7776	English, Neal
MO034	Warrensburg/Culton Street	218 E Culton Street, Warrensburg, MO 64093-1832	(660) 262-4211	Copp, Chris
MO057	Washington/Phoenix Center Drive	3004 Phoenix Center Drive, Washington, MO 63090-5691	(636) 239-9797	Garner, Tim
<b>MONTANA</b>				
MT015	Belgrade/Dakota Street	502 Dakota Street, Belgrade, MT 59714-4408	(406) 388-8100	Montee, Tim and Tami
MT001	Billings/Grand	1212 Grand Avenue 16A, Billings, MT 59102-4259	(406) 248-7272	Whalen, Darrin and Amy
MT016	Billings/Henesta Drive	3202 Henesta Drive, Suite L, Billings, MT 59102-7021	(406) 969-3939	Whalen, Darrin and Amy
MT009	Billings/Main	603 Main Street, Billings, MT 59105-3223	(406) 245-5959	Whalen, Darrin and Amy
MT003	Bozeman/Oak	1735 Oak Street, Suite A & B, Bozeman, MT 59715-8736	(406) 587-8008	Montee, Tim and Tami
MT004	Butte/Amherst	2119 Amherst Avenue, Butte, MT 59701-3839	(406) 723-5050	Dauenhauer, Mark and Susanne
MT017	Evergreen/US Highway 2 E	2567 US Highway 2 E, Evergreen, MT 59901-2311	(406) 755-4055	Wilkonski, Mike and Tracy
MT008	Great Falls/10th Avenue S	2815 10th Avenue S, Great Falls, MT 59405-3266	(406) 761-7272	McConville, Kimberley
MT007	Hamilton/N 1st Street	701 N 1st Street, Hamilton, MT 59840-2133	(406) 375-0600	Hedding, Dennis and Sharon
MT010	Helena/Helena Capitol	511 N Sanders Street, Helena, MT 59601-4528	(406) 449-7272	Dauenhauer, Mark and Susanne
MT014	Helena/Helena Valley	3048 N Sanders Street, Helena, MT 59601-0638	(406) 996-1090	Dauenhauer, Mark and Susanne
MT005	Kalispell/E Center	238 E Center Street, Kalispell, MT 59901-4547	(406) 257-8787	Wilkonski, Mike and Tracy
MT013	Missoula/S 3rd Street West	1801 S 3rd Street West, Missoula, MT 59801-2243	(406) 541-6190	Hedding, Dennis and Sharon
MT011	Missoula/S Russel	3800 S Russell Street, Suite 14D, Missoula, MT 59801-8525	(406) 541-0500	Bernhart, Joshua and Jennifer
<b>NEBRASKA</b>				
NE024	Bellevue/Samson	2903 Samson Way, Suite 102, Bellevue, NE 68123-4310	(402) 932-0888	Beck, Tony
NE013	Fremont/N Bell	1740 N Bell Street, Fremont, NE 68025-3159	(402) 721-0077	Beck, Tony
NE020	Kearney/W 42nd Street	230 West 42nd Street, Kearney, NE 68845-8500	(308) 698-0120	Beck, Tony
NE003	Lincoln/S 70th Street	4500 S 70th Street, Suite 106, Lincoln, NE 68516-4281	(402) 484-7272	Murphy, Mitchell
NE018	Norfolk/S 25th	701 S 25th Street, Suite 800, Norfolk, NE 68701-9330	(402) 844-3300	Brown, Robert and Amy
NE036	North Platte/N Jeffers	114 N Jeffers Street, North Platte, NE 69101-5372	(308) 532-5400	Wagner, Mitch
NE014	Omaha/17714 W Center	17714 West Center Road, Omaha, NE 68130-2335	(402) 334-7700	Olson, Erik and Kris
NE009	Omaha/N 156th Street	2071 N 156th Street, Omaha, NE 68116-6465	(402) 493-9797	Beck, Tony

Store #	Store Name	Address	Telephone	Onsite Operator
NE004	Omaha/N 90th Street	5405 N 90th Street, Omaha, NE 68134-1803	(402) 571-7272	Olson, Erik and Kris
NE012	Omaha/Weir	15330 Weir Street, Omaha, NE 68137-5005	(402) 861-9000	Beck, Tony
NE030	Papillion/Gold Coast Drive	760 Gold Coast Drive, Suite 101, Papillion, NE 68046-4506	(402) 933-9883	Beck, Tony
NE010	Scottsbluff/Avenue B	2801 Avenue B, Suite 5, Scottsbluff, NE 69361-4383	(308) 635-7755	Marshall, Dan
<b>NEVADA</b>				
NV001	Carson City/Highway 50 E	1894 US Highway 50 E, Suite 5, Carson City, NV 89701	(775) 884-0275	Petersen, Jason
NV007	Carson City/S Carson	4314 S Carson Street, Carson City, NV 89701-8500	(775) 841-7272	Petersen, Jason and Amy
NV004	Elko/Mountain City Highway	2560 Mountain City Highway, Elko, NV 89801-2481	(775) 738-3800	Petersen, Jason and Amy
NV031	Fallon/Williams Avenue	1525 Williams Avenue, Suite F, Fallon, NV 89406-5602	(775) 423-4042	Niles, Robert and Deanna
NV029	Fernley/Highway 95A	1380 US Highway 95A N, Suite 10, Fernley, NV 89408-4639	(775) 575-5200	Kette, David
NV016	Gardnerville/Highway 395	1363 US Highway 395 N, Suite 10, Gardnerville, NV 89410-5305	(775) 782-8545	Banfield, Richard and Evelyn
NV011	Henderson/College Drive	565 College Drive, Suite C, Henderson, NV 89015-1540	(702) 558-7373	Archiga, Matthew
NV048	Henderson/N Stephanie Street	175 N Stephanie Street, Suite 160, Henderson, NV 89074-8998	(702) 293-7272	Marchesi, Jim
NV051	Henderson/S Green Valley Parkway	655 S Green Valley Parkway, Suite 100, Henderson, NV 89052-0443	(702) 684-6444	Marchesi, Jim
NV053	Las Vegas/5655 Centennial Center Blvd	5655 Centennial Center Blvd, Unit 130, Las Vegas, NV 89149	(702) 268-8659	Marchesi, Jim
NV038	Las Vegas/Farm Road	8426 Farm Road, Suite 110, Las Vegas, NV 89131-8228	(702) 413-7171	Marchesi, Jim
NV047	Las Vegas/S Decatur Boulevard	8595 S Decatur Boulevard, Las Vegas, NV 89139-7006	(702) 614-9999	Marchesi, Jim
NV052	Las Vegas/S Rainbow Boulevard	7325 S Rainbow Boulevard, Suite 100, Las Vegas, NV 89139-0420	(702) 906-1212	Marchesi, Jim
NV033	Las Vegas/Tropicana	10180 West Tropicana, Suite 133, Las Vegas, NV 89147-8467	(702) 641-6100	Marchesi, Jim
NV015	Las Vegas/W Craig	4900 West Craig Road, Suite 4, Las Vegas, NV 89130-2738	(702) 656-9669	Carver, Michael and Kanjana
NV034	North Las Vegas/Losee Road	6462 Losee Road, North Las Vegas, NV 89086-0103	(702) 646-9009	Carver, Michael and Kanjana
NV020	Reno/Lemmon	155 Lemmon Drive, Reno, NV 89506-6802	(775) 677-1900	Kette, David
NV003	Reno/N McCarran	10490 N McCarran Boulevard, Suite 102, Reno, NV 89503-1894	(775) 746-5559	Moore, Paul and Heidi
NV002	Reno/Virginia	8175 S Virginia Street, Suite 700, Reno, NV 89511-8981	(775) 853-7272	Thoreson, Ronald and Barb
NV009	Reno/W Moana	940 West Moana Lane, Suite 108, Reno, NV 89509-4831	(775) 826-8767	Perryman, Jesse
NV030	Spanish Springs/Pyramid	9744 Pyramid Highway, Spanish Springs, NV 89441-6259	(775) 424-6406	Thoreson, Ronald and Barb
NV005	Sparks/N McCarran	2955 N McCarran Boulevard, Suite 103, Sparks, NV 89431-1886	(775) 331-7500	Williamson, Todd
NV017	Sparks/Vista Boulevard	2868 Vista Boulevard, Suite 102, Sparks, NV 89434-8043	(775) 358-2022	Bushee, Ron and Tia
NV035	Winnemucca/Grass Valley Road	750 Grass Valley Road, Suite D, Winnemucca, NV 89445-6002	(775) 623-0200	Munroe, Greg
<b>NEW MEXICO</b>				
NM033	Albuquerque/Las Estancias	3715 Las Estancias Ct #104, Albuquerque, NM 87121-5506	(505) 352-8821	Chavez, Christina and Emilio

Store #	Store Name	Address	Telephone	Onsite Operator
NM001	Albuquerque/Montgomery	12611 Montgomery Boulevard NE, Albuquerque, NM 87111-4118	(505) 299-6200	Pecotte, Dean
NM008	Carlsbad/N Canal	1095 N Canal Street, Carlsbad, NM 88220-5189	(575) 885-9300	Kuensting, Laurel and Anita Kae
NM028	Clovis/N Prince	3900 N Prince Street, Clovis, NM 88101-2106	(575) 763-7272	Bond, Kevin and Donna
NM005	Farmington/E Main Street	3554 E Main Street, Suite F, Farmington, NM 87402-5300	(505) 326-6700	Pecotte, Dean
NM010	Los Alamos/Arkansas	3801 Arkansas Avenue, Suite B, Los Alamos, NM 87544-1600	(505) 661-7171	Cunningham, Lyle and Gayle
NM035	Rio Rancho/ Enchanted Hills Boulevard NE	7820 Enchanted Hills Boulevard NE, Suite C, Rio Rancho, NM 87144-8641	(505) 404-0388	Osborne, Kyle and Denise
NM007	Roswell/N Main	3116 N Main Street, Roswell, NM 88201	(575) 622-9300	Kuensting, Laurel and Anita Kae
NM006	Santa Fe/St. Francis	3005 S St. Francis Drive, Santa Fe, NM 87505-6964	(505) 984-0099	Perea, John
NM032	Santa Fe/Zafarano Drive	3201 Zafarano Drive, Suite A, Santa Fe, NM 87507-2672	(505) 438-7272	Aguilar, Jill
<b>NORTH CAROLINA</b>				
NC004	Apex/Williams Street	756 West Williams Street, Apex, NC 27502-5100	(919) 249-4949	James, Marshall
NC046	Cary/Kildaire Farm Road	3434 Kildaire Farm Road, Suite 127, Cary, NC 27518-2275	(919) 387-3500	James, Marshall
NC002	Cary/SE Cary Parkway	161 SE Cary Parkway, Cary, NC 27511-7701	(919) 459-8494	James, Marshall
NC001	Cary/SW Cary Parkway	3639 SW Cary Parkway, Cary, NC 27513-8913	(919) 462-6364	James, Marshall
NC067	Fayetteville/Tallywood	3108 Raeford Road, Suite 110, Fayetteville, North Carolina 28303	(910) 746-6795	James, Marshall
NC062	Fayetteville/Traemoor Village Drive	3010 Traemoor Village Drive, Suite 120, Fayetteville, NC 28306-0048	(910) 824-7067	James, Marshall
NC055	Fuquay Varina/N Main Street	1422 N Main Street, Fuquay Varina, NC 27526-6900	(919) 762-7433	James, Marshall
NC048	Goldsboro/Wayne Memorial	2136 Wayne Memorial Drive, Goldsboro, NC 27534-1722	(919) 947-1042	James, Marshall
NC009	Greensboro/Battleground	4016 Battleground Avenue, Suite B, Greensboro, NC 27410-9800	(336) 369-7272	Whicker, Warren
NC049	Raleigh/6106 Fall of Neuse Road	6106 Falls of Neuse Road, Raleigh, NC 27609-3528	(919) 790-7813	James, Marshall
NC033	Wake Forest/Retail	11721 Retail Drive, Suite 105, Wake Forest, NC 27587-9644	(919) 554-9977	James, Marshall
NC018	Wilmington/Carolina Beach	5954 Carolina Beach Road, Wilmington, NC 28412-3620	(910) 791-0110	James, Marshall
NC058	Wilmington/Hays Lane	130 Hays Lane, Suite 120, Wilmington, NC 28411-3106	(910) 821-8719	James, Marshall
NC005	Wilmington/S College	2804 S College Road, Suite 103, Wilmington, NC 28412-6823	(910) 799-9997	James, Marshall
<b>NORTH DAKOTA</b>				
ND011	Bismarck/Mapleton Avenue	1427 Mapleton Avenue, Bismarck, ND 58503-5371	(701) 323-7272	Nunley, Gary and Digi
ND004	Bismarck/S Washington	625 S Washington Street, Suite D, Bismarck, ND 58504-5443	(701) 255-7272	Nunley, Gary and Digi
ND006	Dickinson/3 <sup>rd</sup> Avenue W	1681 3rd Avenue W, Suite 60, Dickinson, ND 58601	(701) 483-7272	Dockter, Larry
ND009	Fargo/15th Avenue	4501 15th Avenue S, Suite 111, Fargo, ND 58103-8956	(701) 365-8282	Lewis, Rusty
ND001	Fargo/32nd Avenue S	1617 32nd Avenue S, Suite Z, Fargo, ND 58103-5985	(701) 232-7200	Lewis, Rusty

Store #	Store Name	Address	Telephone	Onsite Operator
ND013	Fargo/56th Street S	3985 56th Street S, Suite G, Fargo, ND 58104-4842	(701) 532-0611	Lewis, Rusty
ND005	Fargo/Broadway	1461 Broadway N, Fargo, ND 58102-2622	(701) 293-7272	Lewis, Rusty
ND010	Grand Forks/32nd Avenue S	2475 32nd Avenue S, Grand Forks, ND 58201-3606	(701) 738-0370	Lewis, Rusty
ND003	Grand Forks/Gateway	2750 Gateway Drive, Suite H, Grand Forks, ND 58203-0811	(701) 780-0900	Lewis, Rusty
ND007	Jamestown/1st Avenue S	725 1st Avenue S, Jamestown, ND 58401-4745	(701) 252-8282	Nunley, Gary and Digi
ND008	Mandan/W Main	209 West Main Street, Mandan, ND 58554-3143	(701) 667-7272	Nunley, Gary and Digi
ND002	Minot/S Broadway	1605 S Broadway, Minot, ND 58701-6302	(701) 838-7700	Lewis, Rusty
ND012	Williston/Reiger Drive	433 Reiger Drive, Suite 1, Williston, ND 58801-5838	(701) 577-7272	Dockter, Larry
<b>OKLAHOMA</b>				
OK030	Broken Arrow/W Kenosha Street	610 W Kenosha Street, Broken Arrow, OK 74012-8911	(918) 251-7272	Holloway, Fran and Ron
OK031	Claremore/West Will Rogers Boulevard	1229 West Will Rogers Boulevard, Claremore, OK 74017-3425	(918) 341-7272	Holloway, Fran and Ron
OK002	Edmond/Danforth	2000 West Danforth Road, Suite 116, Edmond, OK 73003-4688	(405) 844-3100	Walter, Eric
OK017	Enid/S Van Buren	204 S Van Buren Street, Enid, OK 73703-5812	(580) 237-1037	Beard, Jeff
OK013	Midwest City/N Douglas	101 N Douglas Boulevard, Suite Z, Midwest City, OK 73130-3328	(405) 455-3000	Walter, Eric
OK014	Muskogee/N York	746 N York Street, Muskogee, OK 74403-3859	(918) 686-7272	Hudson, Jeff
OK022	Mustang/E State Highway 152	425 E State Highway 152, Suite 105, Mustang, OK 73064-4575	(405) 376-2380	Landolt, Steve and Michelle
OK003	Oklahoma City/SW 119th	815 SW 119th Street, Oklahoma City, OK 73170-6005	(405) 378-0116	Beard, Jeff
OK010	Oklahoma City/West Hefner	7755 West Hefner Road, Suite A, Oklahoma City, OK 73162-4391	(405) 720-7272	Adkins, Gerry and LeaAnn
OK004	Owasso/N 129th E Avenue	8509 N 129th E Avenue, Owasso, OK 74055-7168	(918) 376-9090	Hudson, Jeff
OK011	Tulsa/E 51 <sup>st</sup>	6147 E 51st Street, Tulsa, OK 74135-7705	(918) 628-7600	Holloway, Fran and Ron
OK023	Tulsa/Mingo Road	10016 S Mingo Road, Suite D, Tulsa, OK 74133-5789	(918) 893-2458	Hudson, Jeff
OK024	Tulsa/S Yale Avenue	1885 S Yale Avenue, Tulsa, OK 74112	(918) 619-6363	Holloway, Fran and Ron
<b>OREGON</b>				
OR019	Albany/9th Avenue	1004 9th Avenue SE, Albany, OR 97322-3202	(541) 928-2400	Melhorn, Steve and Britt
OR086	Aloha/SW TV Highway	20443 SW Tualatin Valley Highway, Aloha, OR 97003-1700	(503) 591-1888	Matthews, Ron and Linda
OR096	Ashland/Siskiyou	1401 Siskiyou Boulevard, Ashland, OR 97520-2304	(541) 482-5000	Irving, Kip
OR032	Astoria/Marine	889 Marine Drive, Astoria, OR 97103-4215	(503) 325-4063	Newman, Dennis
OR080	Baker City/Campbell	1850 Campbell Street, Baker City, OR 97814-2151	(541) 523-4335	Miller, Doug and Gritten, Todd
OR005	Beaverton/SW Murray	6111 SW Murray Boulevard, Beaverton, OR 97008-4421	(503) 641-6614	Willie, Jon and Carol
OR034	Beaverton/SW Teal	14641 SW Teal Boulevard, Beaverton, OR 97007-6194	(503) 590-7272	Matthews, Ron and Linda
OR127	Beaverton/Town Square/ Fred Meyer	11421 SW Beaverton Hillsdale Highway, Beaverton, OR 97005-2929	(503) 574-4812	Kruhm, Brian

Store #	Store Name	Address	Telephone	Onsite Operator
OR134	Bend/NE Highway 20	2155 NE Highway 20, Suite 150, Bend, OR 97701-7446	(541) 797-0202	Myers, Scott and Monica
OR014	Bend/NE Revere	211 NE Revere Avenue, Suite 2, Bend, OR 97701-4010	(541) 389-7272	Myers, Scott and Monica
OR095	Bend/S Highway 97	61160 S Highway 97, Suite E, Bend, OR 97702-2646	(541) 382-6767	Myers, Scott and Monica
OR009	Canby/SE 1st Avenue	1401 SE 1st Avenue, Suite 3, Canby, OR 97013	(503) 266-5118	Lovelace, Jim/Lovelace, Tom
OR093	Central Point/E Pine	129 E Pine Street, Central Point, OR 97502-2249	(541) 664-4000	Irving, Karen
OR076	Clackamas/SE Sunnyside	12290 SE Sunnyside Road, Clackamas, OR 97015-6373	(503) 658-7272	Willie, Jon and Carol
OR016	Coos Bay/E Ingersoll	88 E Ingersoll Street, Coos Bay, OR 97420-1416	(541) 269-9700	Hudson, Larry
OR020	Corvallis/NW Circle Boulevard	960 NW Circle Boulevard, Corvallis, OR 97330-1410	(541) 754-4000	Nelson, Paul and Annie
OR131	Corvallis/SW Philomath Boulevard	5278 SW Philomath Boulevard, Corvallis, OR 97333-1042	(541) 752-2000	Nelson, Paul and Annie
OR087	Cottage Grove/Gateway	154 Gateway Boulevard, Suite 8, Cottage Grove, OR 97424-1741	(541) 942-0892	Johnson, Richard and Marie and Waters, Micki
OR114	Dallas/Ellendale	244 E Ellendale Avenue, Suite 103, Dallas, OR 97338-1523	(503) 623-9900	Parken, Richard and Leah Ann
OR109	Damascus/SE Highway 212	19960 SE Highway 212, Damascus, OR 97089-8711	(503) 669-7272	Willie, Jon and Carol
OR129	Eugene/Barger	4915 Barger Drive, Eugene, OR 97402	(541) 357-4480	Johnson, Richard and Marie and Waters, Micki
OR123	Eugene/Coburg Road	1508 Coburg Road, Eugene, OR 97401-4802	(541) 686-6615	Hodge, Kathy
OR099	Eugene/River Road	2740 River Road, Eugene, OR 97404-2048	(541) 689-5774	Johnson, Richard and Marie
OR101	Eugene/W 11th Avenue	2911 West 11th Avenue, Eugene, OR 97402-3207	(541) 431-6882	Hodge, Kathy
OR132	Eugene/Willamette Street	1711 Willamette Street, Eugene, OR 97401-4014	(541) 344-5189	Hodge, Kathy
OR018	Florence/12th Street	1737 12th Street, Florence, OR 97439-9468	(541) 997-7272	Hudson, Larry
OR022	Forest Grove/Pacific	3330 Pacific Avenue, Forest Grove, OR 97116-1889	(503) 357-2108	Hammond, Phil and Gary
OR026	Grants Pass/NE 7th	1011 NE 7th Street, Grants Pass, OR 97526-1419	(541) 476-1106	Miller, Jim and Stormy
OR110	Grants Pass/Rogue	263 Rogue River Highway, Grants Pass, OR 97527-5478	(541) 956-9988	Miller, Jim and Stormy
OR008	Gresham/NW Burnside	408 NW Burnside, Gresham, OR 97030-3744	(503) 661-4282	Phillips, Jennifer
OR128	Gresham/SE 182nd Avenue	4291 SE 182nd Avenue, Gresham, OR 97030-5083	(503) 405-4205	Kenney, Jerry and Patricia
OR126	Happy Valley/SE 82nd Avenue	9367 SE 82nd Avenue, Happy Valley, OR 97086-3645	(503) 771-7272	Willie, Jon and Carol
OR046	Hermiston/SE 2nd Street	315 SE 2nd Street, Hermiston, OR 97838-2469	(541) 567-6000	Hulden, Bob and Ann
OR090	Hillsboro/NE Arrington	1591 NE Arrington Road, Hillsboro, OR 97124-2611	(503) 693-7272	Phillips, Jennifer
OR028	Hillsboro/Town Center	2515 Town Center, Hillsboro, OR 97006-8911	(503) 690-4333	Phillips, Jennifer
OR052	Hillsboro/TV Highway	2605 SE TV Highway, Unit #B, Hillsboro, OR 97123-7971	(503) 648-7272	Phillips, Jennifer
OR078	Hood River/12th Street	1765 12th Street, Hood River, OR 97031-9531	(541) 386-7131	Lingel, Darrin and Debbie

Store #	Store Name	Address	Telephone	Onsite Operator
OR021	Junction City/Ivy Street	890 Ivy Street, Junction City, OR 97448-1742	(541) 998-8682	Johnson, Richard and Marie and Waters, Micki
OR107	Keizer/River Road N	5093 River Road N, Keizer, OR 97303-5309	(503) 393-7272	Glennon, KJ and Paige
OR104	Klamath Falls/Campus	2583 Campus Drive, Klamath Falls, OR 97601-1102	(541) 851-9000	Wilson, Kelly
OR061	Klamath Falls/S 6th Street	3140 S 6th Street, Klamath Falls, OR 97603-4612	(541) 882-8000	Wilson, Kelly
OR048	La Grande/Adams	1703 Adams Avenue, La Grande, OR 97850-2913	(541) 963-7272	Hulden, Bob and Ann
OR036	Lake Oswego/SW Boones Fy Road	15630 Boones Ferry Road, Lake Oswego, OR 97035-3455	(503) 636-1785	Collins, Karin and Ehlers, Clinton
OR106	Lebanon/S Santiam Highway	2500 S Santiam Highway, Suite B, Lebanon, OR 97355-3091	(541) 259-6900	Johnson, Richard and Marie and Waters, Micki
OR012	Lincoln City/NW Highway 101	2401 NW Highway 101, Lincoln City, OR 97367-4150	(541) 994-5560	Alford, Justin
OR120	Madras/SW Highway 97	1100 SW Highway 97, Suite 105, Madras, OR 97741-9175	(541) 475-1555	Myers, Scott and Monica
OR057	McMinnville/OR-99W	1049 OR-99W, McMinnville, OR 97128-2716	(503) 472-2536	Cameron, Craig and Barb
OR050	Medford/Biddle	1120 Biddle Road, Medford, OR 97504-6120	(541) 773-4111	Irving, Karen
OR051	Medford/Stewart	709 West Stewart Avenue, Medford, OR 97501-4001	(541) 858-9000	Irving, Karen
OR073	Milton Freewater/Columbia	137 S Columbia Street, Milton Freewater, OR 97862-7677	(541) 938-7272	Harrison, Terry and Sharon
OR007	Milwaukie/SE 42nd	10604 SE 42nd, Milwaukie, OR 97222-5252	(503) 653-1794	Willie, Jon and Carol
OR116	Milwaukie/Webster	14862 SE Webster Road, Milwaukie, OR 97267-3249	(503) 794-0999	Foelker, Scott and Colleen
OR119	Molalla/West Main	1585 West Main Street, Suite E, Molalla, OR 97038-7365	(503) 829-7275	Kenney, Jerry and Patricia
OR122	Monmouth/Clay Street	609 Clay Street E, Monmouth, OR 97361-2402	(503) 838-4111	Parken, Richard and Leah Ann
OR030	Newberg/N Main	200 N Main Street, Newberg, OR 97132-2712	(503) 538-2536	Storey, Doug
OR066	Newport/N Coast Highway	514 N Coast Highway, Newport, OR 97365-3129	(541) 265-8009	Alford, Justin
OR017	North Bend/Newmark	1932 Newmark Street, North Bend, OR 97459-1216	(541) 756-0447	Hudson, Larry
OR031	Oak Grove/SE Concord	3630 SE Concord Road, Portland, OR 97267-3908	(503) 652-1146	Foelker, Scott and Colleen
OR079	Ontario/E Lane N	243 E Lane N, Suite 1, Ontario, OR 97914-3054	(541) 889-2300	Gritten, Todd
OR047	Oregon City/Warner Milne	358 Warner Milne Road, Suite 109, Oregon City, OR 97045-4016	(503) 655-7272	Foelker, Scott and Colleen
OR049	Pendleton/SW Emigrant	613 SW Emigrant Avenue, Pendleton, OR 97801-2042	(541) 276-7272	Hulden, Bob and Ann
OR025	Portland/4010 NE Fremont	4010 NE Fremont Street, Portland, OR 97212	(503) 281-6833	Lovelace, Jim/Lovelace, Tom
OR013	Portland/7123 NE Fremont	7123 NE Fremont Street, Portland, OR 97213	(503) 287-5520	Lovelace, Jim/Lovelace, Tom
OR029	Portland/N Lombard	5336 N Lombard Street, Portland, OR 97203-4218	(503) 283-3411	Collins, Karin
OR027	Portland/N Rosa Parks	2004 N Rosa Parks Way, Portland, OR 97217-4940	(503) 289-3193	Collins, Karin
OR108	Portland/NE 15th	3523 NE 15th Avenue, Portland, OR 97212	(503) 249-1666	Lovelace, Jim/Lovelace, Tom
OR040	Portland/NE Halsey	11635 NE Halsey Street, Portland, OR 97220-2068	(503) 253-7800	Murphy, Christophe

Store #	Store Name	Address	Telephone	Onsite Operator
OR033	Portland/NW Cornell	12595 NW Cornell Road, Suite D, Portland, OR 97229-5687	(503) 672-7272	Collins, Karin
OR056	Portland/SE 122nd	2609 SE 122nd Avenue, Portland, OR 97236-3102	(503) 761-7272	Murphy, Christophe
OR091	Portland/SE 82nd	3335 SE 82nd Avenue, Portland, OR 97266-2005	(503) 774-7272	Murphy, Christophe
OR037	Portland/SE Stark	18012 SE Stark Street, Portland, OR 97233-4828	(503) 666-7272	Phillips, Jennifer
OR045	Portland/SE Woodstock	4411 SE Woodstock Boulevard, Suite D, Portland, OR 97206-6205	(503) 777-1613	Cameron, Craig and Barb
OR004	Portland/SW Beaverton	5541 SW Beaverton Hillsdale Highway, Portland, OR 97221	(503) 292-8851	Lovelace, Jim/Lovelace, Tom
OR055	Portland/SW Multnomah	4350 SW Multnomah Boulevard, Portland, OR 97219	(503) 244-6423	Lovelace, Jim/Lovelace, Tom
OR124	Portland/West Burnside Street	2021 West Burnside Street, Portland, OR 97209-1008	(503) 224-7272	Schomburg, Neil
OR111	Prineville/NE 3rd	1300 NE 3rd Street, Prineville, OR 97754-2910	(541) 447-5999	Myers, Scott and Monica
OR015	Redmond/SW Highland	955 SW Highland Avenue, Redmond, OR 97756-3125	(541) 548-7272	Copp, Don
OR059	Roseburg/Carnes	4677 Carnes Road, Roseburg, OR 97471-4670	(541) 679-3194	Johnson, Richard and Marie and Waters, Micki
OR053	Roseburg/NE Garden Valley	250 NE Garden Valley Boulevard, Suite 21, Roseburg, OR 97470-2036	(541) 673-1861	Johnson, Richard and Marie and Waters, Micki
OR125	Salem/2755 Commercial Street SE	2755 Commercial Street SE, Salem, OR 97302-4981	(503) 689-1056	Glennon, KJ and Paige
OR094	Salem/3314 Lancaster Drive NE	3314 Lancaster Drive NE, Salem, OR 97305-1354	(503) 589-7272	Glennon, KJ and Paige
OR074	Salem/478 Lancaster	478 Lancaster Drive NE, Salem, OR 97301-4784	(503) 378-7272	Glennon, KJ and Paige
OR072	Salem/4985 Commercial Street SE	4985 Commercial Street SE, Salem, OR 97302-1907	(503) 371-4777	Glennon, KJ and Paige
OR113	Salem/Wallace	1124 Wallace Road NW, Suite 120, Salem, OR 97304-3190	(503) 485-0777	Glennon, KJ and Paige
OR117	Sandy/SE 362nd Drive	16605 SE 362nd Drive, Sandy, OR 97055-9289	(503) 668-6900	Lagers, Mike
OR121	Scappoose/S Columbia	52129 S Columbia River Highway, Scappoose, OR 97056-3717	(503) 543-3780	Cameron, Craig and Barb
OR024	Seaside/S Roosevelt	507 S Roosevelt Drive, Suite 7, Seaside, OR 97138-6715	(503) 738-0601	Klumper, Andy and Ashlee
OR103	Sherwood/SW Langer	16180 SW Langer Drive, Sherwood, OR 97140-8795	(503) 625-7878	Kenney, Jerry and Patricia
OR118	Silverton/McClaine	701 McClaine Street, Suite B, Silverton, OR 97381-1545	(503) 873-2501	Kenney, Jerry and Patricia
OR092	Springfield/Main	5727 Main Street, Springfield, OR 97478-5426	(541) 744-2475	Hodge, Kathy
OR102	Springfield/Olympic	1810 Olympic Street, Springfield, OR 97477-3456	(541) 741-8886	Hodge, Kathy
OR006	St Helens/Columbia River	58731 Columbia River Highway, St. Helens, OR 97051-2929	(503) 397-3121	Cameron, Craig and Barb
OR115	Stayton/N 1st	1754 N 1st Avenue, Stayton, OR 97383-1216	(503) 767-7272	Glennon, KJ and Paige
OR054	Sutherlin/Myrtle Street	145 Myrtle Street, Suite 101, Sutherlin, OR 97479-9113	(541) 459-1249	Johnson, Richard and Marie
OR011	The Dalles/W 6th	1323 West 6th Street, The Dalles, OR 97058-3517	(541) 296-1141	Lingel, Darrin and Debbie
OR130	Tigard/11701 SW Pacific Highway	11705 SW Pacific Highway, Suite Z, Tigard, OR 97223-8495	(503) 746-7391	Kenney, Jerry and Patricia
OR023	Tigard/13295 SW Pacific Highway	13295 SW Pacific Highway, Tigard, OR 97223-4800	(503) 639-1015	Collins, Casey and Nancy



Store #	Store Name	Address	Telephone	Onsite Operator
OR010	Tillamook/Hadley	2140 Hadley Road N, Tillamook, OR 97141-7729	(503) 842-4112	Kruhm, Brian
OR003	Tualatin/SW Boones Ferry	19407 SW Boones Ferry Road, Tualatin, OR 97062-9085	(503) 692-7272	Kenney, Jerry and Patricia
OR100	West Linn/8th Avenue	2000 8th Avenue, West Linn, OR 97068-4680	(503) 635-8224	Foelker, Scott and Colleen
OR105	White City/Crater Lake Highway	7413 Crater Lake Highway, White City, OR 97503-1662	(541) 830-4000	Irving, Karen
OR069	Wilsonville/SW Wilsonville	8269 SW Wilsonville Road, Suite E, Wilsonville, OR 97070-7719	(503) 682-1793	Foelker, Scott and Colleen
OR098	Wood Village/NE 242nd	731 NE 242nd Drive, Wood Village, OR 97060-2953	(503) 666-3650	Phillips, Jennifer
OR042	Woodburn/N Pacific Highway	1503 N Pacific Highway, Woodburn, OR 97071	(503) 982-4532	Lovelace, Jim/Lovelace, Tom
<b>SOUTH CAROLINA</b>				
SC012	Rock Hill/Celanese	2738 Celanese Road, Rock Hill, SC 29732-8440	(803) 327-1023	Bales, Robin and Jody
<b>SOUTH DAKOTA</b>				
SD011	Aberdeen/6th Avenue	1225 6th Avenue SE, Suite 1, Aberdeen, SD 57401-4951	(605) 725-7272	Urban, Joel
SD016	Brandon/E Holly Boulevard	1224 E Holly Boulevard, Brandon, SD 57005-1359	(605) 582-7979	Henderson, Tom
SD009	Brookings/6th Street	1810 6th Street, Brookings, SD 57006-2304	(605) 697-7000	Miller, Jeff and Serenity
SD007	Mitchell/N Main	1901 N Main Street, Mitchell, SD 57301-1044	(605) 996-3000	Lepke, Allen and Amy
SD013	Pierre/West Sioux	319 W Sioux Avenue, Suite 500, Pierre, SD 57501-2475	(605) 224-4226	Heymans, Andrew
SD001	Rapid City/E North Street	606 E North Street, Rapid City, SD 57701-1687	(605) 341-3252	Christensen, Douglas
SD006	Rapid City/Mountain View	741 Mountain View Road, Suite 3, Rapid City, SD 57702-2539	(605) 341-7979	Christensen, Douglas
SD008	Sioux Falls/2101 41st Street	2101 West 41st Street, Suite 28, Sioux Falls, SD 57105-6195	(605) 339-4772	Henderson, Tom
SD015	Sioux Falls/57th Avenue	1200 E 57th Street, Suite 1, Sioux Falls, SD 57108-5431	(605) 274-1050	Henderson, Tom
SD005	Sioux Falls/6725 41st Street	6725 West 41st Street, Sioux Falls, SD 57106-1290	(605) 362-4664	Henderson, Tom
SD003	Sioux Falls/S Sycamore	1608 S Sycamore Avenue, Sioux Falls, SD 57110-4204	(605) 335-7272	Henderson, Tom
SD002	Spearfish/W Jackson	310 West Jackson Boulevard, Spearfish, SD 57783-2045	(605) 642-3663	Tipton, Brent
SD004	Watertown/9th Avenue SE	917 9th Avenue SE, Watertown, SD 57201-4960	(605) 886-7000	Urban, Joel
SD014	Yankton/Broadway Avenue	1100 Broadway Avenue, Suite #4, Yankton, SD 57078-2927	(605) 665-7272	Haugrud, Amy and Tim
<b>TENNESSEE</b>				
TN012	Bellevue/Highway 100	8120 Highway 100, Bellevue, TN 37221-4214	(615) 673-1313	Sanborn, Craig
TN033	Brentwood/Moores	8113 Moores Lane, Suite 2200, Brentwood, TN 37027-8046	(615) 309-0262	Sanborn, Craig
TN080	Brentwood/Nolensville Pike	6688 Nolensville Pike, Suite 113, Brentwood, TN 37027-8871	(615) 283-8081	Quirion, Jesse
TN006	Clarksville/Ft Campbell	1571 Fort Campbell Boulevard, Clarksville, TN 37042-3535	(931) 552-2210	Sanborn, Craig
TN005	Clarksville/Madison Road	1960 Madison Road, Clarksville, TN 37043-8063	(931) 905-0515	Sanborn, Craig
TN027	Columbia/Nashville Highway	121 Nashville Highway, Columbia, TN 38401-2428	(931) 223-6069	Sanborn, Craig

Store #	Store Name	Address	Telephone	Onsite Operator
TN018	Cookeville/Jefferson	770 S Jefferson Avenue, Cookeville, TN 38501-4287	(931) 520-7272	Sanborn, Craig
TN057	Dickson/Thornton Drive	167 Thornton Drive, Dickson, TN 37055-2079	(615) 375-7377	Sanborn, Craig
TN019	Franklin/Del Rio Pike	109 Del Rio Pike, Suite 101, Franklin, TN 37064-2578	(615) 599-9980	Sanborn, Craig
TN054	Gallatin/Nashville Pike	923 Nashville Pike, Gallatin, TN 37066-4380	(615) 451-7523	Sanborn, Craig
TN015	Goodlettsville/Northcreek	117 Northcreek Boulevard, Goodlettsville, TN 37072-1911	(615) 859-1711	Sanborn, Craig
TN007	Hendersonville/Main	386 West Main Street, Suite 106, Hendersonville, TN 37075-3350	(615) 264-0707	Sanborn, Craig
TN037	Hermitage/Lebanon Pike	3885 Lebanon Pike, Hermitage, TN 37076-2009	(615) 818-0299	Sanborn, Craig
TN008	Knoxville/Broadway	5214 North Broadway, Knoxville, TN 37918	(865) 688-5902	James, Marshall
TN029	Knoxville/Middlebrook Pike	9205 Middlebrook Pike, Knoxville, TN 37931	(865) 200-4277	James, Marshall
TN020	Lebanon/West Main	1416 West Main Street, Lebanon, TN 37087-4968	(615) 444-9211	Sanborn, Craig
TN060	Lenoir City/Hwy 321 N	835 Highway 321 N, Suite 2-C, Lenoir City, TN 37771	(865) 986-6906	James, Marshall
TN032	Maryville/US Highway 411	2602 US Highway 411 South, Suite 100, Maryville, TN 37801	(865) 982-2525	James Marshall
TN004	Murfreesboro/Memorial	2445 Memorial Boulevard, Suite B, Murfreesboro, TN 37129-5156	(615) 895-5335	Sanborn, Craig
TN034	Murfreesboro/S Church Street	3183 S Church Street, Murfreesboro, TN 37127-7152	(615) 439-6199	Sanborn, Craig
TN009	Murfreesboro/Old Ft Parkway	2706 Old Fort Parkway, Murfreesboro, TN 37128-4252	(615) 867-6588	Sanborn, Craig
TN078	Newport/Nwprt Town Cntr	102 Newport Towne Center, Newport, TN 37821	(423) 623-1765	James, Marshall
TN030	Oak Ridge/Oak Ridge Turnpike	1133 Oak Ridge Turnpike, Suite C, Oak Ridge, TN 37830	(865) 425-9919	James Marshall
TN038	Seymour	11516 Chapman Highway, Seymour, TN 37865	(865) 773-0301	James, Marshall
TN042	Smyrna/Sam Ridley Parkway	440 Sam Ridley Parkway West, Suite 110, Smyrna, TN 37167-2999	(615) 220-3939	Sanborn, Craig
TN011	Spring Hill/Main Street	4826 Main Street, Suite 6, Spring Hill, TN 37174	(615) 591-5353	Sanborn, Craig
<b>TEXAS</b>				
TX193	Abilene/Barrow Street	1441 Barrow Street, Abilene, TX 79605-5126	(325) 695-7272	Herndon, Bob and Lisa
TX050	Amarillo/Bell Street	6032 Bell Street, Amarillo, TX 79109-6619	(806) 352-3822	Gafford, Rocky and Sabrina
TX119	Arlington/Bowen	4130 S Bowen Road, Suite 104, Arlington, TX 76016-4047	(817) 472-4242	Lovelace, Tom
TX015	Austin/Mo Pac	12407 N Mo Pac Expressway, Suite 150-B, Austin, TX 78758-2484	(512) 491-9200	Lovelace, Tom
TX117	Austin/Research	12856 N Research Boulevard, Austin, TX 78750-3222	(512) 335-0770	Lovelace, Tom
TX014	Austin/Slaughter	2110 Slaughter Lane West, Suite 176, Austin, TX 78748-5981	(512) 282-8000	Lovelace, Tom
TX112	Bastrop/Highway 71	696 Highway 71 West 5A, Bastrop, TX 78602-4009	(512) 308-1200	Mitzkat, Rolf
TX251	Bedford/Central Drive	2816 Central Drive, Suite 115, Bedford, TX 76021-6829	(817) 685-6942	Lovelace, Tom
TX217	Belton/N Main Street	2511 N Main Street, Suite 110, Belton, TX 76513-1553	(254) 939-6873	Lovelace, Tom
TX187	Boerne/S Main	1369 S Main Street, Suite 107, Boerne, TX 78006-2860	(830) 331-9484	Rice, James and Mary Ann

Store #	Store Name	Address	Telephone	Onsite Operator
TX160	Burleson/Alsbury	815 SW Alsbury Boulevard, Suite 4, Burleson, TX 76028-4096	(817) 447-6777	Mabry, Mike and Sharron
TX083	Carrollton/Rosemeade	1000 West Rosemeade Parkway, Suite 120, Carrollton, TX 75007-6222	(972) 939-7272	Lovelace, Tom
TX020	Cedar Park/Whitestone	180 E Whitestone Boulevard, Suite 164, Cedar Park, TX 78613-7432	(512) 259-0770	Lovelace, Tom
TX078	Corpus Christi/Saratoga	5017 Saratoga Boulevard, Suite 125, Corpus Christi, TX 78413-2840	(361) 992-7272	Lovelace, Tom
TX107	Corpus Christi/Weber Road	4020 Weber Road, Corpus Christi, TX 78411-3107	(361) 808-7272	Lovelace, Tom
TX155	Cypress/Louetta	13125 Louetta Road, Cypress, TX 77429-5155	(832) 559-8214	Thomas, Trent and Elizabeth
TX064	Denton/Teasley	5017 Teasley Lane, Suite 135, Denton, TX 76210-3865	(940) 382-7272	Lovelace, Tom
TX111	Denton/University	1105 E University Drive, Denton, TX 76209-2150	(940) 380-7272	Lovelace, Tom
TX142	Flower Mound/Flower Mound Road	500 Flower Mound Road, Suite 100, Flower Mound, TX 75028-3413	(469) 713-2777	Lovelace, Tom
TX048	Fort Worth/Alta Vista	12345 Alta Vista Road, Suite 101, Fort Worth, TX 76244-6436	(817) 337-0045	Lovelace, Tom
TX220	Fort Worth/Lands End Boulevard	2400 Land's End Boulevard, Suite 111, Fort Worth, TX 76116-2170	(817) 226-6300	Evans, Anne
TX052	Frisco/FM 423	12398 FM 423, Suite 1500, Frisco, TX 75033-0098	(972) 334-9400	Hogan, Timothy and Christine
TX058	Ft. Worth/Longhorn	1201 Longhorn Road, Suite 145, Fort Worth, TX 76179-8307	(817) 847-9995	Lovelace, Tom
TX074	Georgetown/Williams Drive	3316 Williams Drive, Suite 105, Georgetown, TX 78628-2890	(512) 868-3200	Lovelace, Tom
TX179	Granbury/E Highway 377	3906 E Highway 377, Granbury, TX 76049-7608	(817) 579-7171	Lane, Jerry and Linda
TX157	Katy/Mason Road	1560 S Mason Road A, Katy, TX 77450-4558	(832) 437-8237	Huff, Don
TX228	Katy/N Fry Road	3024 N Fry Road, Katy, TX 77449-6240	(281) 579-7600	Maule, Matthew and LaShanda
TX230	Kerrville/Junction Highway	312 Junction Highway, Kerrville, TX 78028-4278	(830) 890-5249	Lovelace, Tom
TX169	Kingwood/Kingwood Drive	4562 Kingwood Drive, Kingwood, TX 77345-2600	(281) 570-4163	Clark, Tim/Clark, Bob/Clark, Stephen
TX042	Kyle/S FM 1626	5401 S FM 1626, Suite 120, Kyle, TX 78640-6039	(512) 268-1682	Lovelace, Tom
TX069	Lakeway/Ranch Road	2303 Ranch Road 620 S, Lakeway, TX 78734-6219	(512) 906-0098	Bertram, Michael and Bridget
TX041	Leander/N US Highway 183	651 N US Highway 183, Suite 225, Leander, TX 78641-7001	(512) 260-9936	Lovelace, Tom
TX062	Lubbock/82nd	6319 82nd Street, Lubbock, TX 79424	(806) 698-0022	Lovelace, Tom
TX063	Lubbock/Frankford	421 Frankford Avenue, Suite B, Lubbock, TX 79416-4188	(806) 796-0600	Lovelace, Tom
TX061	Lubbock/Indiana	8205 Indiana Avenue, Lubbock, TX 79423-2832	(806) 792-2200	Lovelace, Tom
TX025	Mansfield/Debbie Lane	1211 E Debbie Lane, Suite 105, Mansfield, TX 76063-3340	(817) 453-1414	Hogan, Timothy and Christine
TX118	Marble Falls/Highway 281	1008 Highway 281, Suite 105, Marble Falls, TX 78654-5134	(830) 693-9500	Lovelace, Tom
TX121	McKinney/S Hardin	3201 S Hardin Boulevard, Suite 200, McKinney, TX 75070-7703	(214) 491-1930	Hogan, Timothy and Christine
TX134	Mesquite/E Cartwright	820 E Cartwright, Suite 128, Mesquite, TX 75149-6063	(972) 329-7272	Lovelace, Tom
TX044	Midland/Briarwood	4416 Briarwood Avenue, Suite 113, Midland, TX 79707-2616	(432) 699-7272	Lovelace, Tom

Store #	Store Name	Address	Telephone	Onsite Operator
TX241	Missouri City/State Highway 6	8770 Highway 6, Suite 100, Missouri City, TX 77459-7111	(281) 778-8227	Madura, Diane
TX008	N Richland Hills/Davis	8536 Davis Boulevard, Suite 200, North Richland Hills, TX 76182-8388	(817) 427-5700	Lovelace, Tom
TX051	New Braunfels/Walnut Avenue	606 S Walnut Avenue, Suite 400, New Braunfels, TX 78130-5770	(830) 625-8888	Ragsdale, Jason and Robyn
TX234	Palestine/Crockett Road	2037 Crockett Road, Suite A, Palestine, TX 75801-5921	(903) 729-0408	Brightwell, David
TX033	Paris/Lamar Avenue	2705 Lamar Avenue, Paris, TX 75460-3467	(903) 785-0036	Hogan, Timothy and Christine
TX130	Pflugerville/Dessau Road	16123 Dessau Road, Pflugerville, TX 78660-5860	(512) 251-7230	Lovelace, Tom
TX164	Plano/Custer Road	7965 Custer Road, Plano, TX 75025-3148	(972) 491-7272	Hogan, Timothy and Christine
TX089	Richardson/Custer	3501 Custer Parkway, Suite 111, Richardson, TX 75080-1054	(469) 330-7272	Lovelace, Tom
TX085	Richardson/N Coit	900 N Coit Road, Suite 2701, Richardson, TX 75080-6279	(972) 792-7272	Lovelace, Tom
TX248	Rockwall/Ridge Road	2435 Ridge Road, Suite 111, Rockwall, TX 75087-5535	(972) 722-2796	Lovelace, Tom
TX021	Round Rock/E Palm	1700 E Palm Valley Boulevard, Suite 570, Round Rock, TX 78664-4685	(512) 341-2700	Lovelace, Tom
TX082	Round Rock/O'Connor	7399 O'Connor Drive, Round Rock, TX 78681-5525	(512) 733-7800	Lovelace, Tom
TX250	San Antonio/Wurzbach Parkway	938 Wurzbach Parkway, San Antonio, TX 78231-2436	(210) 408-8060	Rice, James and Mary Ann
TX176	Spring/Kuykendahl	20710 Kuykendahl Road, Suite F, Spring, TX 77379-3537	(281) 907-7272	Rahman, Sharifur
TX181	Spring/Sawdust Road	598 Sawdust Road, Spring, TX 77380-2215	(832) 585-0744	Rahman, Sharifur
TX016	Texarkana/Richmond Road	3421 Richmond Road, Texarkana, TX 75503-0706	(903) 832-5251	Lovelace, Tom
TX249	Tomball/FM 2920	14071 FM 2920, Tomball, TX 77377-5546	(832) 698-2109	Young, Shawn
TX001	Tyler/Broadway	6878 S Broadway Avenue, Tyler, TX 75703-4732	(903) 939-2828	Turner, Adam
TX043	Wylie/West FM 544	901 West FM 544, Suite 200, Wylie, TX 75098-4918	(972) 429-0333	Lovelace, Tom
<b>UTAH</b>				
UT029	Bountiful/500 S	91 West 500 S, Bountiful, UT 84010-6229	(801) 294-7272	Theall, Danielle
UT012	Brigham City/N Main	285 N Main Street, Brigham City, UT 84302-2119	(435) 723-7272	Cordner, Todd and Jana
UT017	Cedar City/200 N	70 E 200 N, Suite 1, Cedar City, UT 84720-2690	(435) 586-7100	McPhee, Kyle
UT025	Centerville/N Main	388 N Main Street, Centerville, UT 84014-1819	(801) 294-2555	Day, David and Charlotte
UT051	Clinton/N 2000 West	1952 N 2000 West, Suite C, Clinton, UT 84015-9177	(801) 525-2233	Kauer, Casey and Jennifer
UT026	Cottonwood Heights/E 7000	1933 E 7000 S, Cottonwood Heights, UT 84121-3053	(801) 733-7272	McDougal, BJ
UT034	Draper/12300 S	408 E 12300 S, Draper, UT 84020-9503	(801) 501-9900	Robison, Tim and Kathy
UT058	Ephraim/N 50 E	726 N 50 E, Ephraim, UT 84627-1124	(435) 283-1111	Thomas, Robert and Melissa
UT063	Farmington/N Highway 89	1298 N Highway 89, Farmington, UT 84025	(801) 451-7373	Kauer, Casey and Jennifer
UT024	Heber City/N Main	509 N Main Street, Heber City, UT 84032-1214	(435) 657-1300	Caldwell, Darrin and Jennifer
UT048	Herriman/West 13400	5532 West 13400 S, Herriman, UT 84096-6919	(801) 254-7676	McDougal, Jared

Store #	Store Name	Address	Telephone	Onsite Operator
UT047	Highland/West 11000	5435 West 11000 N, Suite 13, Highland, UT 84003-8905	(801) 756-4321	Hayden, Taylor and Shaylee
UT010	Holladay/2300 E	3932 S 2300 E, Holladay, UT 84124-1830	(801) 273-1300	McDougal, BJ
UT035	Hurricane/W State	535 West State Street, Hurricane, UT 84737-1971	(435) 635-7272	Chapman, John and Jennifer
UT066	Layton/E Highway 193	1330 E Highway 193, Suite D-3, Layton, UT 84040-8553	(801) 771-0222	Dumas, Greg and Denise
UT015	Layton/S Fort Lane	210 S Fort Lane, Layton, UT 84041-4509	(801) 444-9000	Theall, Danielle
UT052	Layton/West Antelope	765 West Antelope Drive, Suite C, Layton, UT 84041-1630	(801) 773-2828	Kauer, Casey and Jennifer
UT020	Lehi/E Main	770 E Main Street, Suite C, Lehi, UT 84043-2285	(801) 766-9900	Theall, Travis
UT006	Logan/N Main	618 N Main Street, Logan, UT 84321-2937	(435) 755-0808	Clafin, Jeremy
UT039	Magna/3500 S	8045 West 3500 S, Magna, UT 84044-2218	(801) 250-6000	McPhee, Kyle
UT014	Murray/5300 S	659 West 5300 S, Murray, UT 84123-5671	(801) 263-8600	McPhee, Kyle
UT007	Murray/900 E	5692 S 900 E, Unit 8, Murray, UT 84121-1156	(801) 281-0090	McPhee, Kyle
UT038	North Ogden/N Washington	2641 N Washington Boulevard, North Ogden, UT 84414-2240	(801) 786-8686	Cordner, Todd and Jana
UT040	Ogden/Wall Avenue	1263 Wall Avenue, Unit B-2, Ogden, UT 84404-5632	(801) 334-7272	Cordner, Todd and Jana
UT067	Orem/N State Street	1659 N State Street, Orem, UT 84057-2541	(801) 691-1834	Robison, Tim and Kathy
UT019	Orem/W Center Street	190 West Center Street, Orem, UT 84057-4608	(801) 229-1600	Robison, Tim and Kathy
UT064	Park City/Redstone Center Drive	1678 Redstone Center Drive, Suite 120, Park City, UT 84098-7613	(435) 575-7777	Hayden, Taylor and Shaylee
UT045	Payson/West 800	1138 West 800 S, Payson, UT 84651-5633	(801) 465-4177	Dea, Shellie
UT030	Pleasant Grove/W State	981 W Streetate Street #130, Pleasant Grove, UT 84062-2129	(801) 796-5800	Theall, Travis
UT044	Providence/N Highway 165	2 N Highway 165, Suite 101, Providence, UT 84332-6704	(435) 752-2030	Clafin, Jeremy
UT057	Provo/N Canyon Road	3153 N Canyon Road, Provo, UT 84604-3916	(801) 919-3599	Robison, Tim and Kathy
UT036	Provo/S University	979 S University Avenue, Suite 6, Provo, UT 84601-5922	(801) 374-6500	Robison, Brandon
UT033	Richfield/S Highway 89	42 N Main Street, Richfield, UT 84701-2580	(435) 896-8400	Thomas, Robert and Melissa
UT027	Riverton/12600 S	1821 West 12600 S, Riverton, UT 84065-4393	(801) 446-1000	McDougal, Jared
UT002	Roy/5697 S 1900 West	5697 S 1900 West, Roy, UT 84067-2305	(801) 776-9000	Kauer, Casey and Jennifer
UT050	Salt Lake City/150 E 3300 S	150 E 3300 S, South Salt Lake City, UT 84115-3826	(801) 485-7272	McDougal, BJ
UT053	Salt Lake City/700 N	1645 West 700 N, Suite L, Salt Lake City, UT 84116-1963	(801) 359-7272	Jorge Cortez
UT055	Sandy/7828 S	7828 S 1300 E, Sandy, UT 84094-0746	(801) 565-7272	McDougal, BJ
UT005	Sandy/Union Sq	9413 Union Square, Sandy, UT 84070	(801) 576-6616	McDougal, BJ
UT056	Saratoga Springs/Redwood Road	649 Redwood Road, Suite 100, Saratoga Springs, UT 84045-5189	(801) 341-6363	Theall, Travis
UT001	SLC/2100 S	2286 E 2100 S, Salt Lake City, UT 84109-1149	(801) 583-7272	McPhee, Kyle
UT031	SLC/700 E	302 S 700 E, Salt Lake City, UT 84102-2113	(801) 531-7272	Theall, Danielle

Store #	Store Name	Address	Telephone	Onsite Operator
UT065	Smithfield/S Main Street	840 S Main Street, Suite 102, Smithfield, UT 84335-2302	(435) 563-6505	Claflin, Jeremy
UT059	South Jordan/4000 West	11458 S 4000 West, South Jordan, UT 84095	(801) 253-2520	McDougal, Jared
UT008	South Ogden/36th Street	323 36th Street, South Ogden, UT 84405-1623	(801) 393-7272	Dumas, Greg and Denise
UT011	South Ogden/Harrison	5695 Harrison Boulevard, South Ogden, UT 84403-4322	(801) 479-8833	Dumas, Greg and Denise
UT003	Spanish Fork/800 E	790 N 800 E, Spanish Fork, UT 84660-1320	(801) 798-6767	Theall, Travis
UT054	Springville/400 S	655 E 400 S, Suite E, Springville, UT 84663-2039	(801) 491-0789	Robison, Tim and Kathy
UT004	St. George/S River	720 S River Road, Suite A-100, St. George, UT 84790-5510	(435) 652-3500	Kissinger, Steve and Nelda
UT042	St. George/W Sunset	1006 West Sunset Boulevard, St. George, UT 84770-4836	(435) 656-1221	Kissinger, Steve and Nelda
UT023	Syracuse/W Antelope Drive	2052 West 1700 S, Suite B-2, Syracuse, UT 84075-7205	(801) 776-2233	Kauer, Casey and Jennifer
UT021	Tooele/N Main	1341 N Main, Tooele, UT 84074-1489	(435) 833-9800	Zinn, Brittany
UT049	Vernal/W Highway 40	1820 W Highway 40, Vernal, UT 84078	(435) 781-1400	McPhee, Kyle
UT043	West Jordan/4800 W	7759 S 4800 West, West Jordan, UT 84084-5798	(801) 280-7272	Bost, Matt
UT013	West Jordan/9000 S	2688 West 9000 S, West Jordan, UT 84088-8543	(801) 566-6667	McDougal, Jared
UT032	West Jordan/S Redwood	6898 S Redwood Road, West Jordan, UT 84084-2405	(801) 255-0800	Bost, Matt
UT060	West Valley City/S 5600 West	2993 S 5600 West, West Valley City, UT 84120-1304	(801) 966-7272	Bost, Matt
UT069	West Valley City/West 6200 S	5633 West 6200 S, West Valley City, UT 84118-7920	(801) 666-7625	Bost, Matt
UT016	West Valley/3500 S	3525 West 3500 S, West Valley City, UT 84119-2539	(801) 955-1890	Dea, Brian
UT009	West Valley/4000 W	4578 S 4000 West, West Valley City, UT 84120-6232	(801) 966-8000	Bost, Matt
<b>VIRGINIA</b>				
VA020	Newport News/Oyster Point Road	340 Oyster Point Road, Suite 103, Newport News, VA 23602-7174	(757) 249-4900	Volz, David
VA001	Virginia Beach/Buckner Boulevard	3545 Buckner Boulevard, Virginia Beach, VA 23453-5102	(757) 471-7272	Davidson, Joel
VA018	Williamsburg/Monticello Avenue	4680 Monticello Avenue, Suite 16B, Williamsburg, VA 23188-8214	(757) 903-2156	Davidson, Joel
<b>WASHINGTON</b>				
WA174	Aberdeen/Wishkah	1143 E Wishkah Street, Suite C, Aberdeen, WA 98520-4243	(360) 538-7210	Bocksch, Don
WA140	Anacortes/Commercial	1710 Commercial Avenue, Anacortes, WA 98221-2325	(360) 299-2299	D'Angelo, Jeff and Penelope
WA097	Arlington/169th Pl NE	3411 169th Place NE, Suite H, Arlington, WA 98223-8422	(360) 651-1969	Lovelace, Jim/Lovelace, Tom
WA178	Arlington/204th Street	7705 204th Street, Suite 103, Arlington, WA 98223-5096	(360) 435-2003	Lovelace, Jim/Lovelace, Tom
WA168	Auburn/A St	4435 A Street SE, Suite B, Auburn, WA 98002	(253) 876-9900	Etter, Ralph
WA047	Auburn/M Street NE	721 M Street NE, Suite 107, Auburn, WA 98002-4503	(253) 939-7163	LaQua, Candice
WA008	Battle Ground/W Main	720 West Main Street, Suite 101, Battle Ground, WA 98604-4474	(360) 687-2808	Cameron, Craig and Barb
WA175	Belfair/State Highway 3	23781 WA-3 #106, Belfair, WA 98528	(360) 275-2220	VonRuden, Ben

Store #	Store Name	Address	Telephone	Onsite Operator
WA128	Bellevue/140th Avenue NE	1915 140th Avenue NE, Suite D-2B, Bellevue, WA 98005-2347	(425) 401-9777	Etter, Ralph
WA049	Bellevue/145th Pl	1500 145th Place SE, Suite 4, Bellevue, WA 98007-5516	(425) 643-7272	Etter, Ralph
WA129	Bellingham/Bakerview	1233 West Bakerview, Bellingham, WA 98226-9691	(360) 715-3794	Lovelace, Jim/Lovelace, Tom
WA024	Bellingham/James	2400 James Street, Bellingham, WA 98225-3836	(360) 671-6393	Lovelace, Jim/Lovelace, Tom
WA040	Bellingham/Lakeway	1312 Lakeway Drive, Bellingham, WA 98229-2008	(360) 715-1117	Lovelace, Jim/Lovelace, Tom
WA106	Bonney Lake/214th Avenue E	9805 214th Avenue E, Bonney Lake, WA 98391-3942	(253) 891-8752	Etter, Ralph
WA029	Bothell/Bothell Everett	22833 Bothell Everett Highway, Suite 145, Bothell, WA 98021	(425) 806-7272	Etter, Ralph
WA082	Bremerton/Kitsap	3404 Kitsap Way, Bremerton, WA 98312	(360) 377-7272	Etter, Ralph
WA100	Bremerton/Wheaton	3610 Wheaton Way, Bremerton, WA 98310	(360) 478-7272	Etter, Ralph
WA110	Burien/1st Avenue S	15858 1st Avenue S, Suite 105, Burien, WA 98148-1299	(206) 248-7272	Etter, Ralph
WA136	Burlington/S Burlington	1034 S Burlington Boulevard, Burlington, WA 98233-3312	(360) 707-2902	Lovelace, Jim/Lovelace, Tom
WA023	Camas/SE 8th Avenue	2406 SE 8th Avenue, Camas, WA 98607-2229	(360) 834-6907	Lovelace, Jim/Lovelace, Tom
WA041	Centralia/Harrison	1105 Harrison Avenue, Centralia, WA 98531-1852	(360) 807-0133	Lovelace, Jim/Lovelace, Tom
WA153	Cheney/2nd Street	1808 2nd Street, Cheney, WA 99004-1958	(509) 235-9093	Longworth, Tony and Cathy
WA093	Clarkston/Maple	606 Maple Street, Clarkston, WA 99403-2060	(509) 758-7272	McCandless, Scott and Liz
WA183	College Place/Meadowbrook	1605 SE Meadowbrook Boulevard, College Place, WA 99324-1725	(509) 522-1515	Seaford, Shannon
WA169	Colville/Ponderosa	128 Ponderosa Road, Colville, WA 99114-2003	(509) 684-7662	Perry, Jeff and Pat
WA120	Covington/SE 272nd Street	16783 SE 272nd Street, Suite B, Covington, WA 98042-4984	(253) 630-2234	LaQua, Candice
WA201	Des Moines/Pacific Highway & 216th	21427 Pacific Highway S, Des Moines, WA 98198-6074	(206) 824-2023	Lovelace, Jim/Lovelace, Tom
WA085	Des Moines/Pacific Highway S	27031 Pacific Highway S, Des Moines, WA 98198-9250	(253) 946-2706	Bayley, Tim
WA172	Duvall/Big Rock	26304 NE Big Rock Road, Suite 103, Duvall, WA 98019-9011	(425) 844-1370	Etter, Ralph
WA124	East Wenatchee/Grant	505 B Grant Road, East Wenatchee, WA 98802-5459	(509) 886-7272	Seaford, Shannon
WA144	Edmonds/Highway 99	23632 Highway 99, Suite A1, Edmonds, WA 98026-9206	(425) 771-7272	Lovelace, Jim/Lovelace, Tom
WA127	Ellensburg/W Tacoma	205 West Tacoma, Ellensburg, WA 98926-3614	(509) 962-9282	Williams, Tyler
WA170	Enumclaw/Roosevelt Avenue E	348 Roosevelt Avenue E, Enumclaw, WA 98022	(360) 802-2100	Bayley, Tim
WA193	Ephrata/1st Avenue NE	143 1st Avenue NW, Ephrata, WA 98823-1601	(509) 754-2802	Seaford, Shannon
WA188	Everett/10117 Evergreen Way	10117 Evergreen Way , Suite A, Everett, WA 98204-3860	(425) 290-5605	Lovelace, Jim/Lovelace, Tom
WA190	Everett/134th Place	5714 134th Place SE, Suite A-4, Everett, WA 98208	(425) 357-0777	Etter, Ralph
WA108	Everett/19th Avenue SE	11014 19th Avenue SE, Suite 16, Everett, WA 98208-5132	(425) 379-9092	Lovelace, Jim/Lovelace, Tom
WA070	Everett/4923 Evergreen Way	4923 Evergreen Way, Everett, WA 98203-2828	(425) 252-5661	Lovelace, Jim/Lovelace, Tom
WA196	Federal Way/Pacific Hwy South	31653 Pacific Highway South, Suite F, Federal Way, WA 98003	(253) 941-3161	Etter, Ralph

Store #	Store Name	Address	Telephone	Onsite Operator
WA051	Federal Way/SW 336th Street	2154 SW 336th Street, Federal Way, WA 98023-2883	(253) 838-7272	Bayley, Tim
WA143	Ferndale/Labounty	1730 Labounty Road, Ferndale, WA 98248-8959	(360) 380-3311	Lovelace, Jim/Lovelace, Tom
WA197	Gig Harbor/Borgen Blvd	4949 Borgen Boulevard NW, Suite B102, Gig Harbor, WA 98332	(253) 857-0015	Etter, Ralph
WA163	Gig Harbor/Point Fosdick	5114 Point Fosdick Drive, Gig Harbor, WA 98335	(253) 858-0772	Etter, Ralph
WA182	Graham/Meridian	22205 Meridian E, Suite 105, Graham, WA 98338-9781	(253) 262-3340	Whiteford, Candace
WA192	Grandview/E Wine Country Road	607 E Wine Country Road, Grandview, WA 98930-1021	(509) 203-6303	Seaford, Shannon
WA198	Issaquah/Klahanie Drive	4504 Klahanie Drive SE, Issaquah, WA 98029-5812	(425) 313-1828	Lovelace, Jim/Lovelace, Tom
WA048	Issaquah/NW Gilman	755 NW Gilman Boulevard, Suite C, Issaquah, WA 98027-5357	(425) 392-6560	Etter, Ralph
WA003	Kennewick/W Kennewick	2624 West Kennewick Avenue, Kennewick, WA 99336-3123	(509) 736-3900	Williams, Bob
WA052	Kent/108th Avenue SE	20528 108th Avenue SE, Kent, WA 98031-1542	(253) 859-3591	LaQua, Candice
WA019	Kent/Kent Kangley	10429 SE Kent Kangley Road, Kent, WA 98030-7623	(253) 854-3509	Bayley, Tim
WA155	Kingston/NE Highway 104	8202 NE State Highway 104, Suite B101, Kingston, WA 98346-9454	(360) 297-0072	VonRuden, Ben
WA139	Kirkland/124th	11312 NE 124th Street, Kirkland, WA 98034	(425) 825-7272	Etter, Ralph
WA204	Kirkland/132nd Avenue NE	6519 132nd Avenue NE, Kirkland, WA 98033-8628	(425) 497-0883	Leong, Cary
WA152	Lacey/Marvin Road NE	1401 Marvin Road NE, Suite 104, Lacey, WA 98516-5709	(360) 455-4240	Bocksch, Don
WA125	Lacey/Yelm Highway	4760 Yelm Highway, Lacey, WA 98503-4986	(360) 456-7272	Bocksch, Don
WA111	Lake Forest Pk/Bothell Wy	17171 Bothell Way, Lake Forest Park, WA 98155-4204	(206) 440-7272	Lovelace, Jim/Lovelace, Tom
WA098	Lake Stevens/Highway 9	725 WA-9 #203, Lake Stevens, WA 98258-1928	(425) 397-7272	Etter, Ralph
WA090	Lakewood/100th Street SW	5700 100th Street SW, Suite 410, Lakewood, WA 98499-2707	(253) 581-7272	Etter, Ralph
WA094	Liberty Lake/N Liberty Lk	1318 N Liberty Lake Road, Liberty Lake, WA 99019-8523	(509) 926-7272	Cavanaugh, Don and Tanya
WA004	Longview/Ocean Beach Highway	3187 Ocean Beach Highway, Longview, WA 98632-4343	(360) 578-9963	Newman, Nathan
WA154	Longview/Washington	945 Washington Way, Longview, WA 98632-4096	(360) 577-0696	Newman, Nathan
WA121	Lynden/Guide Meridian	8146 Guide Meridian, Suite B5, Lynden, WA 98264-9421	(360) 354-5600	Lovelace, Jim/Lovelace, Tom
WA009	Lynnwood/60th Avenue W	19410 60th Avenue West, Suite B, Lynnwood, WA 98036	(425) 670-2778	Lovelace, Jim/Lovelace, Tom
WA072	Lynnwood/Mukilteo Speedway	12721 Mukilteo Speedway, Mukilteo, WA 98087-1551	(425) 353-0734	McNulty, Tony and Kristen
WA080	Maple Valley/Kent-Kangley	23880 SE Kent Kangley Road, Maple Valley, WA 98038-6848	(425) 413-7272	Bayley, Tim
WA095	Marysville/State Ave	1262 State Avenue, Suite F, Marysville	(360) 651-7272	Etter, Ralph
WA025	Mill Creek/164th St SE	914 164th Street SE, Mill Creek, WA 98012	(425) 742-5070	Etter, Ralph
WA131	Milton/E Meridian	900 Meridian E, Suite 24, Milton, WA 98354-7003	(253) 942-7272	Bayley, Tim
WA010	Monroe/SR 2	19995 State Route 2, Monroe, WA 98272-2338	(360) 805-9085	McNulty, Tony and Kristen
WA166	Moses Lake/Stratford Road	611 N Stratford Road, Moses Lake, WA 98837-1509	(509) 765-2802	Seaford, Shannon



Store #	Store Name	Address	Telephone	Onsite Operator
WA086	Mountlake Terrace/44th Avenue	21005 44th Avenue West, Suite 105, Mountlake Terrace, WA 98043-3584	(425) 775-7277	Taylor, James and Sandra
WA117	Mt. Vernon/W College	1320 E College Way, Mt. Vernon, WA 98273-5619	(360) 848-0134	Lovelace, Jim/Lovelace, Tom
WA156	Newcastle/Coal Creek Parkway SE	6945 Coal Creek Parkway SE, Suite A10, Newcastle, WA 98059-3136	(425) 643-9310	Etter, Ralph
WA157	North Bend/SW Mt. Si	456 SW Mt. Si Boulevard, Suite C4, North Bend, WA 98045-8294	(425) 888-8300	VonRuden, Ben
WA011	Oak Harbor/Sw Bowmer	1100 SW Bowmer Street B101, Oak Harbor, WA 98277-3119	(360) 675-5505	Rowley, Josh and Mishal
WA130	Olympia/Cooper Point SW	400 Cooper Point Road SW, Suite 9, Olympia, WA 98502-8705	(360) 943-4800	Bocksch, Don
WA088	Olympia/Pacific Avenue SE	3726 Pacific Avenue SE, Olympia, WA 98501-2169	(360) 491-1025	Bocksch, Don
WA137	Omak/Omache	705B Omache Drive, Omak, WA 98841-9763	(509) 826-0246	Schneider, Eric
WA177	Orting/Whitesell	215 Whitesell Street NW, Suite B112, Orting, WA 98360-9329	(360) 893-4040	Whiteford, Candace
WA096	Parkland/Pacific Avenue S	13720 Pacific Avenue S, Parkland, WA 98444-4746	(253) 535-3257	Whiteford, Candace
WA081	Pasco/W Court	1804 West Court Street, Pasco, WA 99301-3446	(509) 544-2188	Newman, Dennis
WA112	Port Angeles/Front Street	1405 E Front Street, Port Angeles, WA 98362-4618	(360) 457-7760	VonRuden, Ben
WA087	Port Orchard/Olney St SE	1468 Olney Street SE, Suite 105, Port Orchard, WA 98366	(360) 876-7272	Etter, Ralph
WA179	Port Townsend/Sims Way	1220 Sims Way, Port Townsend, WA 98368-3058	(360) 385-2080	VonRuden, Ben
WA165	Poulsbo/7th Avenue NE	19494 7th Avenue NE, Poulsbo, WA 98370-7534	(360) 779-9160	VonRuden, Ben
WA126	Pullman/S Grand	1475 S Grand Avenue, Pullman, WA 99163-4902	(509) 334-9733	Berg, Mitch and Elizabeth
WA084	Puyallup/112th and Canyon	11012 Canyon Road E, Suite 7, Puyallup, WA 98373-4200	(253) 536-9444	Whiteford, Candace
WA195	Puyallup/176th and Canyon	5604 176th Street E, Puyallup, WA 98375-9306	(253) 875-5979	Whiteford, Candace
WA122	Puyallup/176th and Meridian	17520 Meridian Avenue E, Suite B, Puyallup, WA 98375-6265	(253) 770-7461	Whiteford, Candace
WA160	Puyallup/River	711 River Road, Puyallup, WA 98371-4150	(253) 864-7272	Bayley, Tim
WA146	Puyallup/S Meridian	4423 S Meridian Street, Puyallup, WA 98373-3302	(253) 435-1938	Whiteford, Candace
WA186	Redmond/Novelty Hill	23515 NE Novelty Hill Road, Suite 205, Redmond, WA 98053-5505	(425) 836-5800	Etter, Ralph
WA012	Redmond/Redmond Way	17181 Redmond Way, Suite 800, Redmond, WA 98052-4443	(425) 883-2700	Etter, Ralph
WA028	Renton/140th Avenue	17650 140th Avenue SE, Suite B, Renton, WA 98058-6814	(425) 228-9307	LaQua, Candice
WA099	Renton/NE 4th S	4350 NE 4th Street, Suite C, Renton, WA 98059-5042	(425) 255-7272	Bayley, Tim
WA123	Renton/Renton Center Way	365 Renton Center Way SW, Suite B, Renton, WA 98055-2324	(425) 271-7272	Bayley, Tim
WA209	Richland/Gage Boulevard	612 Gage Boulevard, Richland, WA 99352-9512	(509) 396-3971	Newman, Dennis
WA107	Richland/Jadwin	1332 Jadwin Avenue, Richland, WA 99354-3404	(509) 943-5002	Newman, Dennis
WA016	Sammamish/228th Avenue NE	709 228th Avenue NE, Sammamish, WA 98074-7223	(425) 868-1672	Etter, Ralph
WA145	Seattle/16th Avenue SW	11202 16th Avenue SW, Seattle, WA 98146-3579	(206) 988-4111	Etter, Ralph

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WA158	Seattle/Holman Rd	9743 Holman Road NW, Seattle, WA 98117-2042	(206) 783-7272	Lovelace, Jim/Lovelace, Tom
WA075	Seattle/NE 127th Street	3000 NE 127th Street, Seattle, WA 98125-4415	(206) 306-7272	VonRuden, Ben
WA171	Sedro Woolley/N Township	108 N Township Street, Sedro Woolley, WA 98284-1232	(360) 856-5805	Lovelace, Jim/Lovelace, Tom
WA113	Selah/S 1st Street	205 S 1st Street, Selah, WA 98942-1304	(509) 697-7300	Seaford, Shannon
WA091	Sequim/W Washington	680 West Washington Street, Suite E103, Sequim, WA 98382-3264	(360) 683-8102	VonRuden, Ben
WA173	Shelton/Wallace-Kneeland	301 E Wallace-Kneeland Boulevard, Suite 244, Shelton, WA 98584-2985	(360) 427-6400	Bocksch, Don
WA147	Silverdale/Bucklin Hill Rd	2222 NW Bucklin Hill Road, Suite 102, Silverdale, WA 98383	(360) 337-7590	Etter, Ralph
WA050	Snohomish/13th Street	1207 13th Street, Snohomish, WA 98290-2000	(360) 568-7272	Etter, Ralph
WA109	Spanaway/Mountain Highway E	22225 Mountain Highway E, Suite D, Spanaway, WA 98387-7556	(253) 846-6588	Etter, Ralph
WA149	Spokane/12126 N Division	12126 N Division Street, Spokane, WA 99218-1905	(509) 465-0911	Perry, Jeff and Pat
WA089	Spokane/13514 E Sprague	13514 E Sprague Avenue, Spokane, WA 99216-0808	(509) 924-7272	Longworth, Tony and Cathy
WA014	Spokane/29th Avenue	2522 E 29th Avenue, Suite 5, Spokane, WA 99223-4804	(509) 535-5885	McCabe, Patrick
WA101	Spokane/9122 E Sprague	9122 E Sprague Avenue, Spokane, WA 99206-3601	(509) 922-3222	Longworth, Tony and Cathy
WA142	Spokane/E Francis	1528 E Francis Avenue, Spokane, WA 99208-2738	(509) 489-7272	Cavanaugh, Don and Tanya
WA114	Spokane/E Trent	8901 E Trent, Suite 110, Spokane, WA 99212-2376	(509) 922-6699	McCabe, Patrick
WA203	Spokane/Highway 2	10258 US Highway 2, Suite 1, Spokane, WA 99224-5459	(509) 747-5446	McCabe, Patrick
WA092	Spokane/N Newport Highway	9502 N Newport Highway, Spokane, WA 99218-1147	(509) 465-1322	Perry, Jeff and Pat
WA005	Spokane/N Ruby	2018 N Ruby Street, Spokane, WA 99207-2264	(509) 327-7272	McCabe, Patrick
WA116	Spokane/S Grand	1308 S Grand Boulevard, Spokane, WA 99202-1137	(509) 744-9972	McCandless, Scott and Liz
WA115	Spokane/W Northwest Boulevard	2418 West Northwest Boulevard, Spokane, WA 99205-3872	(509) 325-2717	McCabe, Patrick
WA007	Spokane/W Rowan	1624 West Rowan Avenue, Spokane, WA 99205-5533	(509) 328-7272	Perry, Jeff and Pat
WA159	Stanwood/92nd Avenue	26910 92nd Avenue NW, Suite B3, Stanwood, WA 98292-5437	(360) 629-3826	Lovelace, Jim/Lovelace, Tom
WA184	Sumner/Valley Avenue	1201 Valley Avenue, Suite 107, Sumner, WA 98390	(253) 826-0112	Etter, Ralph
WA148	Sunnyside/E Lincoln	2695 E Lincoln, Sunnyside, WA 98944-4003	(509) 839-3333	Seaford, Shannon
WA150	Tacoma/3833 Pacific	3833 Pacific Avenue, Tacoma, WA 98418-7897	(253) 471-1168	Etter, Ralph
WA118	Tacoma/8225 Pacific	8225 Pacific Avenue, Tacoma, WA 98408-5828	(253) 474-7272	Etter, Ralph
WA083	Tacoma/N Pearl	2315 N Pearl Street, Suite A4, Tacoma, WA 98406-2553	(253) 756-6780	Whiteford, Candace
WA138	Tacoma/Union	1201 S Union Avenue, Suite 4, Tacoma, WA 98405-1916	(253) 272-1000	Whiteford, Candace
WA180	Toppenish/Chestnut	211 S Chestnut Street, Toppenish, WA 98948-1542	(509) 865-4020	Seaford, Shannon
WA167	Tumwater/Trosper	555 Trosper Road, Suite 105, Tumwater, WA 98512-7375	(360) 528-4444	Bocksch, Don

Store #	Store Name	Address	Telephone	Onsite Operator
WA141	University Place/Bridgeport	3828 Bridgeport Way, University Place, WA 98466-4416	(253) 564-7474	Etter, Ralph
WA042	Vancouver/10917 NE 4th Plain	10917 NE 4th Plain, Vancouver, WA 98662-5745	(360) 892-0633	Lovelace, Jim/Lovelace, Tom
WA027	Vancouver/14389 SE Mill Plain	14389 SE Mill Plain Boulevard, Vancouver, WA 98684-6952	(360) 254-7099	Lovelace, Jim/Lovelace, Tom
WA020	Vancouver/2714 E 4th Plain	2714 E Fourth Plain, Vancouver, WA 98661-4649	(360) 694-2535	Lovelace, Jim/Lovelace, Tom
WA021	Vancouver/6605 E Mill Plain	6605 E Mill Plain Boulevard, Suite E, Vancouver, WA 98661-7457	(360) 695-9733	Lovelace, Jim/Lovelace, Tom
WA191	Vancouver/Main Street	3801 Main Street, Vancouver, WA 98663-2258	(360) 314-6349	Lovelace, Jim/Lovelace, Tom
WA022	Vancouver/NE Highway 99	10501 NE Highway 99, Vancouver, WA 98686-5697	(360) 576-5176	Lovelace, Jim/Lovelace, Tom
WA181	Vancouver/NE Ward Road	8611 NE Ward Road, Suite 113, Vancouver, WA 98682-2793	(360) 567-2661	Lovelace, Jim/Lovelace, Tom
WA176	Vancouver/SE 192nd	3415 SE 192nd Avenue, Vancouver, WA 98683-1437	(360) 896-0833	Lovelace, Jim/Lovelace, Tom
WA134	Vancouver/Tenney	800 Tenney Road, Vancouver, WA 98685-2831	(360) 576-9670	Lovelace, Jim/Lovelace, Tom
WA104	Walla Walla/N Wilbur Avenue	414 N Wilbur Avenue, Walla Walla, WA 99362-2254	(509) 525-5222	Seaford, Shannon
WA105	Wenatchee/N Miller Street	706 N Miller Street, Wenatchee, WA 98801-2045	(509) 664-7272	Seaford, Shannon
WA103	Woodinville/NE Woodnvl	14182 NE Woodinville Duvall Road, Woodinville, WA 98072	(425) 485-6695	Etter, Ralph
WA187	Woodland/Pacific Avenue	1999 Pacific Avenue, Suite C, Woodland, WA 98674-8601	(360) 225-6427	Lovelace, Jim/Lovelace, Tom
WA189	Yakima/Summitview	1515 Summitview Avenue, Suite 2, Yakima, WA 98902-2942	(509) 573-9000	Seaford, Shannon
WA185	Yakima/Terrace Heights	4040 Terrace Heights Drive, Suite 110, Yakima, WA 98901-1424	(509) 453-4545	Seaford, Shannon
WA102	Yakima/Tieton	6802 Tieton Drive, Yakima, WA 98908-1702	(509) 972-0090	Seaford, Shannon
WA015	Yakima/W Nob Hill	64 West Nob Hill Boulevard, Yakima, WA 98902-4659	(509) 248-2922	Seaford, Shannon
WA162	Yelm/Yelm Avenue E	1201 Yelm Avenue E, Suite 200, Yelm, WA 98597-9427	(360) 400-0999	Bocksch, Don
<b>WISCONSIN</b>				
WI134	Antigo/Hwy 64 & Neva Road	2319 Neva Road, Antigo, WI 54409	(715) 623-0050	Mattson, Bart and Suzanne
WI004	Appleton/2731 N Meade Street	2731 N Meade Street, Appleton, WI 54911-2101	(920) 739-7500	Strohm, Ryan
WI120	Appleton/Casaloma Drive	851 N Casaloma Drive, Appleton, WI 54913-8606	(920) 882-7373	Strohm, Ryan
WI015	Appleton/W 3216 County Rd KK	W 3216 County Rd KK, Suite 104, Appleton, WI 54916	(920) 739-7676	Strohm, Ryan
WI038	Baraboo/Highway 12	906 Highway 12, Suite 103, Baraboo, WI 53913	(608) 356-7282	Meyer, Joel
WI129	Black River Falls/State Highway 54	609 State Highway 54, Suite 300, Black River Falls, WI 54615-2803	(715) 670-1000	Olson, Jeff and Carol
WI092	Brookfield/Calhoun Road	2205 N Calhoun Road, Suite 11, Brookfield, WI 53005-5062	(262) 786-7272	Maculan, Marcel
WI079	Burlington/Teut Road	1448 S Teut Road, Burlington, WI 53105-7251	(262) 767-7272	Molle, Jason
WI051	Chippewa Falls/Commercial Boulevard	3042 Commercial Boulevard, Chippewa Falls, WI 54729-5078	(715) 738-1165	Hodge, Kathy
WI032	De Pere/Main	1025 Main Avenue, De Pere, WI 54115-1307	(920) 336-7272	Strohm, Ryan
WI060	De Pere/Swan	565 Swan Road, De Pere, WI 54115-9214	(920) 330-0202	Strohm, Ryan

Store #	Store Name	Address	Telephone	Onsite Operator
WI110	DeForest/S Main Street	611 S Main Street, DeForest, WI 53532-1421	(608) 846-7277	Meyer, Joel
WI074	Delavan/Geneva Street	1741 E Geneva Street, Suite 400, Delavan, WI 53115-2047	(262) 740-7200	Hansen, Mark and Kim
WI003	Eau Claire/Bracket	2123 Bracket Avenue, Eau Claire, WI 54701-4632	(715) 835-3009	Hodge, Kathy
WI126	Eau Claire/Gateway Drive	3587 Gateway Drive, Eau Claire, WI 54701-8795	(715) 552-1931	Hodge, Kathy
WI085	Fond Du Lac/W Johnson	725 W Johnson Street, Fond Du Lac, WI 54935-2015	(920) 921-7272	Welandar, Thor/Merrill, Scott
WI059	Ft Atkinson/Madison	1513 Madison Avenue, Fort Atkinson, WI 53538-3107	(920) 563-7272	Strohm, Ryan
WI042	Grafton/Wisconsin	1965 Wisconsin Avenue, Suite 102, Grafton, WI 53024-2605	(262) 377-5585	Schleh, Todd
WI035	Green Bay/Main	2235 Main Street, Green Bay, WI 54302-3743	(920) 465-7272	Strohm, Ryan
WI010	Green Bay/W Mason	1487 West Mason, Green Bay, WI 54303-2233	(920) 497-0202	Strohm, Ryan
WI046	Hales Corners/S 108th	5319A S 108th Street, Hales Corners, WI 53130-1332	(414) 425-2222	Mason, Shan
WI081	Hartford/Sumner Street	1595 E Sumner Street, Suite 102, Hartford, WI 53027-2691	(262) 397-8600	Passow, Jeff and Kristen
WI087	Hartland/Village Square	3138 Village Square Drive, Hartland, WI 53029-8360	(262) 369-5700	Dawson, Matthew and Christine
WI125	Holmen/Amy Drive	515 Amy Drive, Suite 2, Holmen, WI 54636-5100	(608) 526-6221	Hodge, Kathy
WI077	Howard/Lineville	2300 Lineville Road, Suite 105, Howard, WI 54313-8859	(920) 434-7272	Strohm, Ryan
WI024	Hudson/Carmichael	109 Carmichael Road, Hudson, Wisconsin 54016	(715) 377-1111	Jenniges, Joe
WI050	Janesville/Humes Road	2261 Humes Road, Janesville, WI 53545-0258	(608) 743-2800	Strohm, Ryan
WI101	Kaukauna/E Ann Street	223 E Ann Street, Kaukauna, WI 54130-3968	(920) 766-7676	Strohm, Ryan
WI103	Kenosha/75th Street	4623 75th Street, Suite #9, Kenosha, WI 53142-3747	(262) 551-7200	Homan, Deborah
WI011	La Crosse/Jackson	1820 Jackson Street, La Crosse, WI 54601-5833	(608) 793-1000	Hodge, Kathy
WI008	Madison/Gemini Drive	6030 Gemini Drive, Madison, WI 53718-3008	(608) 222-0600	Mahmood, Talat
WI005	Manitowoc/S 30th Street	1100 S 30th Street, Manitowoc, WI 54220-5594	(920) 686-1599	Strohm, Ryan
WI089	Marinette/Marinette Avenue	1607 Marinette Avenue, Suite B, Marinette, WI 54143-3763	(715) 330-5424	Welandar, Thor/Merrill, Scott
WI112	Marshfield/N Central Avenue	1631 N Central Avenue, Marshfield, WI 54449-1550	(715) 384-5995	Welandar, Thor/Merrill, Scott
WI021	Menomonee Falls/County Line Road	N95 W18407 County Line Road, Menomonee Falls, WI 53051-7101	(262) 250-1700	Mason, Shan
WI091	Menomonee Falls/Pilgrim	W156N5530 Pilgrim Road, Suite C, Menomonee Falls, WI 53051-6781	(262) 252-7272	Mason, Shan
WI012	Menomonie/N Highway 25	2321 N Highway 25 306, Menomonie, WI 54751	(715) 233-1380	Hodge, Kathy
WI006	Middleton/N Gammon	1005 N Gammon Road, Middleton, WI 53562-3800	(608) 824-0600	Meyer, Joel
WI075	Milwaukee/S 60th Street	3027 S 60th Street, Milwaukee, WI 53219-3174	(414) 327-8750	Mason, Shan
WI095	Minocqua/Plaza	9832 Plaza Drive, Suite 7, Minocqua, WI 54548-8777	(715) 358-5678	Welandar, Thor/Merrill, Scott
WI065	Monona/E Broadway	115 E Broadway, Monona, WI 53716-4005	(608) 663-9655	Mahmood, Talat
WI064	Monroe/8th Street	122 8th Street, Monroe, WI 53566-1050	(608) 325-7272	Meyer, Joel

Store #	Store Name	Address	Telephone	Onsite Operator
WI067	Mukwonago/E Wolf Run	250 E Wolf Run, Mukwonago, WI 53149-8470	(262) 363-7600	Dawson, Matthew and Christine
WI104	Muskego/Janesville Road	S74W17025 Janesville Road, Muskego, WI 53150-9701	(414) 422-1500	Mason, Shan
WI033	Neenah/Winneconne	808 Winneconne Avenue, Neenah, WI 54956-3196	(920) 720-7500	Strohm, Ryan
WI013	New Berlin/S Moorland	3830 S Moorland Road, New Berlin, WI 53151-5270	(262) 787-0577	Mason, Shan
WI070	New Richmond/Dorset Lane	1622 Dorset Lane, New Richmond, WI 54017	(715) 246-9760	Tarras, Terry
WI096	Oak Creek/Howell	8880 S Howell Avenue, Suite 1000, Oak Creek, WI 53154-8642	(414) 762-7272	Mason, Shan
WI036	Oconomowoc/Wisconsin	528 E Wisconsin Avenue, Oconomowoc, WI 53066-3042	(262) 560-0800	Dawson, Matthew and Christine
WI001	Onalaska/Crossing Meadow	1220 Crossing Meadows Drive, Onalaska, WI 54650-8566	(608) 779-5505	Hodge, Kathy
WI108	Oregon/Janesville Street	710 Janesville Street, Oregon, WI 53575-1607	(608) 835-0883	Meyer, Joel
WI016	Oshkosh/Westowne	2314 Westowne Avenue, Oshkosh, WI 54904-7778	(920) 233-7272	Gropp, Jeff and Kim
WI040	Pewaukee/Silvernail Road	2177 Silvernail Road, Pewaukee, WI 53072-5563	(262) 650-0600	Schleh, Todd
WI069	Platteville/McGregor	160 McGregor Plaza, Platteville, WI 53818-3543	(608) 348-5959	Sheckler, Mary, Paula, and Brent
WI124	Plover/Park Avenue	1813 Village Park Avenue, Plover, WI 54467-4304	(715) 997-9292	Pohlmann, Deb and Tallafuss, Deb
WI068	Plymouth/N Highland	58 N Highland Avenue, Plymouth, WI 53073-2077	(920) 893-6900	Wagner, Terri and Marvin
WI052	Portage/New Pinery Road	2936 New Pinery Road, Portage, WI 53901-9260	(608) 745-4200	Meyer, Joel
WI057	Prairie du Chien/Marquette	936 S Marquette Road, Prairie du Chien, WI 53821-2239	(608) 326-1919	Sheckler, Mary, Paula, and Brent
WI118	Prairie Du Sac/Prairie Street	1430 Prairie Street, Prairie du Sac, WI 53578-2052	(608) 370-7272	Pohlmann, Deb and Tallafuss, Deb
WI014	Racine/Washington Avenue	4700 Washington Avenue, Racine, WI 53406-4218	(262) 632-7764	Hansen, Mark and Kim
WI111	Reedsburg/2nd Street	137 2nd Street, Reedsburg, WI 53959-1602	(608) 768-3001	Pohlmann, Deb and Tallafuss, Deb
WI019	Rhineland/Lincoln	2181 Lincoln Street, Rhineland, WI 54501-3678	(715) 362-4550	Weland, Thor/Merrill, Scott
WI105	Richland Center/US Highway 14 E	1511 US Highway 14 E, Richland Center, WI 53581-2932	(608) 649-7272	Stanley, Thaddeus and Kimberly
WI117	River Falls/Paulson Road	1589 Paulson Road, Riverfalls, WI 54022-8258	(715) 629-7055	Tarras, Terry
WI062	Saukville/E Green Bay	620 E Green Bay Avenue, Saukville, WI 53080-2038	(262) 268-1700	Schmit, Michael and Renee
WI107	Shawano/Green Bay Street	1063 E Green Bay Street, Shawano, WI 54166-2203	(715) 201-1500	Mattson, Bart and Suzanne
WI020	Sheboygan/Calumet	2229 Calumet Drive, Sheboygan, WI 53083-4602	(920) 208-7050	Wagner, Terri and Marvin
WI098	Sparta/N Black River Street	215 N Black River Street, Sparta, WI 54656-1529	(608) 269-2556	Olson, Jeff and Carol
WI063	St. Croix Falls/Glacier	2212 Glacier Drive, St. Croix Falls, WI 54024-8347	(715) 483-2882	Tarras, Terry
WI025	St. Francis/S Whitnall Avenue	4698 S Whitnall Avenue, St. Francis, WI 53235-6052	(414) 481-7272	Mason, Shan
WI002	Stevens Point/Main	3409 Main Street, Stevens Point, WI 54481-4333	(715) 343-0860	Weland, Thor

Store #	Store Name	Address	Telephone	Onsite Operator
WI048	Stoughton/Jackson	2360A Jackson Street, Stoughton, WI 53589-5404	(608) 873-1111	Mahmood, Talat
WI041	Sturgeon Bay/Egg Harbor	1009 Egg Harbor Road, Suite 109A, Sturgeon Bay, WI 54235-1266	(920) 746-9900	Riederer, Sherri and Nicholas
WI018	Sun Prairie/McCoy	2041 McCoy Road, Sun Prairie, WI 53590-2530	(608) 825-7272	Mahmood, Talat
WI028	Superior/Tower	2433 Tower Avenue, Superior, WI 54880-4841	(715) 395-2485	Meyer, Joel
WI047	Sussex/Main Street	N65W24838 Main Street, Sussex, WI 53089-2670	(262) 246-4949	Mason, Shan
WI100	Tomah/N Superior Avenue	1825 N Superior Avenue, Tomah, WI 54660-1683	(608) 372-6223	Bluedorn, Sherrie
WI073	Verona/N Edge Trail	1021 N Edge Trail, Verona, WI 53593-1942	(608) 848-7000	Meyer, Joel
WI022	Watertown/S Church	632 S Church Street, Watertown, WI 53094-6229	(920) 206-8888	Dawson, Matthew and Christine
WI122	Waukesha/W Sunset Drive	804 W Sunset Drive, Suite 120, Waukesha, WI 53189-7039	(262) 232-8886	Mason, Shan
WI076	Waunakee/S Century Avenue	219 S Century Avenue, Waunakee, WI 53597-1249	(608) 850-9135	Meyer, Joel
WI078	Wausau/Stewart	1800 Stewart Avenue, Wausau, WI 54401-5229	(715) 843-4000	Welander, Thor
WI054	Wauwatosa/W Bluemound	7630 West Bluemound Road, Wauwatosa, WI 53213-3548	(414) 476-7200	Mason, Shan
WI034	West Bend/S Main	815 S Main Street, West Bend, WI 53095-4633	(262) 306-0229	Strohman, Ryan
WI029	Weston/Schofield	2408 Schofield Avenue, Weston, WI 54476-2382	(715) 355-2653	Welander, Thor
WI009	Wisconsin Rapids/8th Street S	4551 8th Street S, Wisconsin Rapids, WI 54494-6781	(715) 424-1444	Welander, Thor
<b>WYOMING</b>				
WY011	Casper/Plaza Drive	4030 Plaza Drive, Casper, WY 82604-4205	(307) 337-2410	Fox, Dorian and Julie
WY002	Casper/S Montana	201 S Montana, Casper, WY 82609-2001	(307) 237-7272	Fox, Dorian and Julie
WY006	Cheyenne/E Pershing	3201 E Pershing Boulevard, Cheyenne, WY 82001-5777	(307) 634-7676	Kennedy, Todd
WY007	Cody/17th Street	1901 17th Street, Cody, WY 82414-4703	(307) 587-6601	Whalen, Darrin and Amy
WY005	Evanston/Front	132 Front Street, Evanston, WY 82930-3670	(307) 789-2299	McPhee, Kyle
WY003	Gillette/S Douglas Highway	2126 S Douglas Highway, Gillette, WY 82718-5416	(307) 686-7272	Diaz, Tony
WY008	Laramie/Grand Avenue	2111 E Grand Avenue, Laramie, WY 82070-4344	(307) 745-7676	Kennedy, Todd
WY009	Riverton/Federal Boulevard	1020 N Federal Boulevard, Suite B, Riverton, WY 82501-2768	(307) 856-8253	Paxton, Rick
WY010	Rock Springs/Dewar	1571 Dewar Drive, Suite A, Rock Springs, WY 82901-5724	(307) 382-7722	Hixson, Brady
WY004	Sheridan/Coffeen	1115 Coffeen Avenue, Sheridan, WY 82801-5323	(307) 673-7272	Diaz, Tony

The following is a list of the name, address and telephone number of every franchisee who has a signed Franchise Agreement but has not yet opened an outlet.

Name	Address	Telephone
Holmes, Ed and Linda	Surprise, AZ	(303) 478-7272
Tracy, Ryan	Aurora, CO	(303) 883-6927
Miller, Doug	Boise, ID	(208) 724-4543
Cavanaugh, DJ and Tanya	Rathdrum, ID	(208) 660-7232
Moon, Jeff	Carmel, IN	(317) 385-5191
English, Donna and Neal	Jefferson City, MO	(573) 230-6246
Kissinger, Steve and Nelda	St. George, UT	(435) 229-5600

The following is a list of the name, city, state and telephone number of every franchisee who has had an outlet terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement during fiscal year 2021 or who has not communicated with us within ten weeks of the 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:

Store	Name	City	State	Telephone
AL011	James, Marshall	Huntsville	AL	(256) 213-2224
AL022	James, Marshall	Leeds	AL	(205) 699-0429
AL024	James, Marshall	Vestavia Hills	AL	(205) 978-7241
AL025	James, Marshall	Huntsville	AL	(256) 890-7042
AL028	James, Marshall	Fultondale	AL	(205) 849-8721
AL029	James, Marshall	Florence	AL	(256) 764-7716
AL031	James, Marshall	Birmingham	AL	(205) 900-8250
AL032	Bullock, Billy	Semmes	AL	(251) 586-8473
AR040	Bradley, Jerry and Linda	Little Rock	AR	(501) 225-4644
AZ091	Holmes, Edward and Linda/Lovelace, Jim	Laveen Village	AZ	(602) 237-3679
CA050	Birchfield, Kenneth and Karen	San Ramon	CA	(925) 828-5000
CA175	Gill, Balraj	Fremont	CA	(510) 744-9600
CA319	Sandhu, Navdeep (Nick)	Stockton	CA	(209) 951-7272
CO017	McCallister, Ryan	Arvada	CO	(303) 487-7272
CO024	McCallister, Ryan	Northglenn	CO	(303) 450-7732
CO064	Tracy, Ryan	Edgewater	CO	(303) 274-0275
FL021	McMahon, Sheila	Gulf Breeze	FL	(850) 932-2611

Store	Name	City	State	Telephone
IA030	Lovelace, Tom	Des Moines	IA	(515) 263-0800
IA050	Lovelace, Tom	Clinton	IA	(563) 242-3030
IL003	Dobbins, Scot	Urbana	IL	(217) 344-7700
IL064	Cima, Jeff and Lauralynn	Marion	IL	(618) 997-7797
IN046	Moon, Jeff	Franklin	IN	(317) 346-9929
KS040	Woodbury, Steve and Lori	Olathe	KS	(913) 764-7200
KS050	Dilts, Ella	Dodge City	KS	(620) 227-5300
KS061	Goebel-Ward, Abby	McPherson	KS	(620) 242-1699
KY036	Mazzoni, Chris	Georgetown	KY	(502) 863-2000
KY038	Mazzoni, Chris	Lexington	KY	(859) 264-0101
MN057	Olson, Erik and Lisa	Spring Park	MN	(952) 471-7212
MN120	Ostbloom, Michael	Burnsville	MN	(952) 736-3782
MO049	Straus, Matt	Springfield	MO	(417) 840-5793
NC035	James, Marshall	Raleigh	NC	(919) 322-0344
NC037	Pilotte, Michael	Charlotte	NC	(704) 341-8394
NC050	James, Marshall	Raleigh	NC	(919) 703-0306
NC051	Pilotte, Michael	Matthews	NC	(704) 708-4287
NC063	James, Marshall	Spring Lake	NC	(910) 339-7272
NE019	Clarke, Brian	North Platte	NE	(308) 532-5400
NM022	Pecotte, Dean	Albuquerque	NM	(505) 822-8866
NV050	Marchesi, Jim	Las Vegas	NV	(702) 906-1222
OK025	Walter, Eric	Edmond	OK	(405) 509-2979
TN002	James, Marshall	Knoxville	TN	(865) 947-2516
TN003	James, Marshall	South Knoxville	TN	(865) 573-8500
TN017	James, Marshall	Knoxville	TN	(865) 966-8467
TN031	Baldwin, William	Hixson	TN	(423) 877-4777
TN039	Baldwin, William	Cleveland	TN	(423) 472-5258
TN040	Baldwin, William	Chattanooga	TN	(423) 521-8787
TN061	James, Marshall	Jefferson City	TN	(865) 475-4025
TX004	Lovelace, Tom	Frisco	TX	(214) 705-8447
TX067	Lovelace, Tom	Allen	TX	(214) 383-1808



Store	Name	City	State	Telephone
TX081	Carman, Tom	McKinney	TX	(214) 544-7878
TX105	Gafford, Rocky and Sabrina	Amarillo	TX	(806) 367-5110
TX240	Huff, Don and Leah	Katy	TX	(281) 213-3410
TX246	Borgerding, Joe and Renae	Dallas	TX	(972) 807-6705
WI088	Hudson, Larry	Two Rivers	WI	(920) 793-4444

The following is a list of the name and last known home or business address and telephone number of every franchisee who has transferred a store during fiscal year 2021. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system:

Transferred Store	Franchisee	City	State	Telephone
AZ003	Kempers, Tara and Emma	Chandler	AZ	(480) 814-7878
AZ010	Zornado, Shannon and Michael	Cave Creek	AZ	(480) 502-4433
AZ041	Williams, Robin	Tanque Verde	AZ	(520) 290-0515
AZ052	Bauman, Larry and Linda	Peoria	AZ	(623) 878-8253
CA058	Saso, Michael	Oak Grove	CA	(916) 686-1144
CA139	delToro-Diaz, Tomas	Bakersfield	CA	(661) 398-7272
CA164	Sandhu, Navdeep (Nick)	Sacramento	CA	(916) 452-0550
CA169	delToro-Diaz, Tomas	Bakersfield	CA	(661) 587-3939
CA207	delToro-Diaz, Tomas	Bakersfield	CA	(661) 589-7272
CA269	Joy, David	Santa Maria	CA	(805) 354-7272
CO023	Hoehn, Jonathan	Colorado Springs	CO	(719) 590-7760
CO050	Hoehn, Jonathan	Colorado Springs	CO	(719) 219-0014
CO062	Vivion, Bud	Windsor	CO	(970) 686-7719
CO069	Hoehn, Jonathan	Colorado Springs	CO	(719) 282-8324
CO109	Luciano, Sophia	Commerce City	WI	(303) 289-7272
CO110	Musgrove, Clint	Steamboat Springs	CO	(970) 439-1793
GA005	Hoersting, Robert	Pooler	GA	(912) 348-3930
GA007	Hoersting, Robert	Richmond Hill	GA	(912) 445-0777
GA008	Hoersting, Robert	Savannah	GA	(912) 201-3021
GA009	Hoersting, Robert	Savannah	GA	(912) 335-7556
IA006	Cooper, Mike	Mason City	IA	(641) 424-3011

Transferred Store	Franchisee	City	State	Telephone
ID013	Bybee, Ryan and Amee	Twin Falls	ID	(208) 734-2977
ID025	Bybee, Ryan and Amee	Mountain Home	ID	(208) 580-0222
ID030	Bybee, Ryan and Amee	Burley	ID	(208) 678-1111
IL005	Dobbins, Judith and John	Quincy	IL	(217) 223-9200
IL007	Mulks, Quinn	Springfield	IL	(217) 391-7272
IL024	Mulks, Quinn	Springfield	IL	(217) 391-7272
IL062	Hinson, Dave and Heather	Edwardsville	IL	(618) 656-7272
KS004	Allen, John and Kim	Hutchinson	KS	(620) 663-9600
MN005	Hodge, Kathy	Rochester	MN	(507) 285-4996
MN007	Hodge, Kathy	Rochester	MN	(507) 536-0630
MN033	Cooper, Mike	Owatonna	MN	(507) 455-3700
MO016	Presnell, Mike and Susan	St. Louis	MO	(314) 487-8700
MO042	Hinson, Dave and Heather	St. Peters	MO	(636) 397-8888
MO049	Straus, Matt	Springfield	MO	(417) 840-5793
MO057	Hinson, Dave and Heather	Washington	MO	(636) 239-9797
MO065	Nelson, Scott and Elizabeth	Gladstone	MN	(816) 436-7272
MO072	Hinson, Dave and Heather	Ballwin	MO	(636) 825-7500
MO077	Melkjorsen, Geoff and Anita	Lee's Summit	MO	(816) 623-5985
MO079	Hinson, Dave and Heather	Farmington	MO	(573) 664-1223
MO089	Presnell, Mike and Susan	Arnold	MO	(636) 287-1132
MT011	Hedding, Dennis and Sharon	Missoula	MT	(406) 541-0500
OR010	Horton, Keith and Peggy	Tillamook	OR	(503) 842-4112
OR033	Storey, Doug	Portland	OR	(503) 672-7272
OR080	Mashek, Jim and Shari	Baker City	OR	(541) 523-4335
TN080	Smith, Gene	Brentwood	TN	(615) 283-8081
TX001	Williams, Max and Deloris	Tyler	TX	(903) 939-2828
TX008	Metzler, Connie	North Richmond Hills	TX	(817) 427-5700
TX016	Adcock, Lindsay	Texarkana	TX	(903) 832-5251
TX033	Zimmerman, Sarah	Paris	TX	(903) 785-0036
TX121	Zimmerman, Sarah	McKinney	TX	(903) 785-0036
UT017	Memmott, Kay and Leslie	Cedar City	UT	(435) 586-7100

<b>Transferred Store</b>	<b>Franchisee</b>	<b>City</b>	<b>State</b>	<b>Telephone</b>
UT043	McDougal, Jared	West Jordan	UT	(801) 280-7272
UT069	McDougal, Jared	West Valley City	UT	(801) 666-7625
WA014	Cavanaugh, Don and Tanya	Spokane	WA	(509) 535-5885
WA028	Peterson, Cheryl	Renton	WA	(425) 228-9307
WA112	House, Karen	Port Angeles	WA	(360) 457-7760
WA115	Cavanaugh, Don and Tanya	Spokane	WA	(509) 325-2717
WI002	Hodge, Kathy	Stevens Point	WI	(715) 343-0860
WI005	Hudson, Larry	Manitowoc	WI	(920) 686-1599
WI008	Blasing, Scott and Elise	Madison	WI	(608) 222-0600
WI009	Hodge, Kathy	Wisconsin Rapids	WI	(715) 424-1444
WI018	Blasing, Scott and Elise	Sun Prairie	WI	(608) 825-7272
WI021	Stroh, Ryan	Menomonee Falls	WI	(262) 250-1700
WI029	Hodge, Kathy	Weston	WI	(715) 355-2653
WI045	Swatloske, Maribeth	Franklin	WI	(414) 761-7272
WI047	Stroh, Ryan	Sussex	WI	(262) 246-4949
WI048	Blasing, Scott and Elise	Stoughton	WI	(608) 873-1111
WI065	Blasing, Scott and Elise	Monoma	WI	(608) 663-9655
WI078	Hodge, Kathy	Wausau	WI	(715) 843-4000
WI089	Stark, Joseph	Marinette	WI	(715) 330-5424
WI091	Stroh, Ryan	Menomonee Falls	WI	(262) 252-7272
WI092	Wagner, Terri and Marvin	Brookfield	WI	(262) 786-7272
WI113	Kappl, Cameron and Jessica	Glenddale	WI	(414) 961-2222

**PAPA MURPHY’S INTERNATIONAL LLC**

**EXHIBIT C**

**FINANCIAL STATEMENTS**

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# Consolidated financial statements of MTY Franchising USA, Inc.

For the years ended November 30, 2021 and 2020

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## ***Report of Independent Auditors***

### **To the Stockholder of MTY Franchising USA, Inc.**

We have audited the accompanying consolidated financial statements of MTY Franchising USA, Inc. and its subsidiaries (the Company), which comprise the consolidated balance sheets as of November 30, 2021 and November 30, 2020, and the related consolidated statements of operations and comprehensive income (loss), changes in stockholder's equity and cash flows for the years then ended.

#### ***Management's Responsibility for the Consolidated Financial Statements***

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

#### ***Auditors' Responsibility***

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

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

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***Opinion***

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of the Company as of November 30, 2021 and November 30, 2020, 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.

**/s/PricewaterhouseCoopers LLP<sup>1</sup>**

Montréal, Quebec, Canada  
January 31, 2022

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<sup>1</sup> CPA auditor, CA, public accountancy permit No. A123475



**MTY Franchising USA, Inc.****Consolidated statements of operations and comprehensive income (loss)**

Years ended November 30, 2021 and 2020

(In thousands of US dollars)

	Notes	2021	2020
		\$	\$
<b>Revenue</b>	19	<b>216,655</b>	192,657
<b>Costs and expenses</b>			
Operating expenses	20	<b>142,077</b>	141,443
Depreciation - property, plant and equipment	6	<b>1,057</b>	1,415
Amortization - intangible assets	8	<b>13,888</b>	14,174
Impairment charge - property, plant and equipment	6 & 10	<b>27</b>	579
Impairment charge - intangible assets and goodwill	8, 9 & 10	<b>2,862</b>	62,143
Interest expense	21	<b>16,264</b>	16,764
Management fees charged by parent company	25	<b>1,733</b>	1,830
		<b>177,908</b>	238,348
<b>Other income (expenses)</b>			
Interest income		<b>1,536</b>	683
Gain (loss) on disposal of property, plant and equipment and assets held for sale		<b>1,986</b>	(276)
Gain on extinguishment of holdback		<b>27</b>	—
		<b>3,549</b>	407
<b>Income (loss) before income taxes</b>		<b>42,296</b>	(45,284)
<b>Income tax expense (recovery)</b>	23		
Current		<b>12,727</b>	3,076
Deferred		<b>(399)</b>	(11,133)
		<b>12,328</b>	(8,057)
<b>Net income (loss) and comprehensive income (loss)</b>		<b>29,968</b>	(37,227)

The accompanying notes are an integral part of these consolidated financial statements.

**MTY Franchising USA, Inc.****Consolidated statements of changes in stockholder's equity**

Years ended November 30, 2021 and 2020

(In thousands of US dollars, except number of common stock issued)

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	<b>Common stock issued</b>	<b>Common stock value</b>	<b>Retained earnings</b>	<b>Total stockholder's equity</b>
		\$	\$	\$
Balance as at November 30, 2019	15	179,154	45,152	224,306
Net loss and comprehensive loss	—	—	(37,227)	(37,227)
Balance as at November 30, 2020	<b>15</b>	<b>179,154</b>	<b>7,925</b>	<b>187,079</b>
Net income and comprehensive income	—	—	<b>29,968</b>	<b>29,968</b>
Balance as at November 30, 2021	<b>15</b>	<b>179,154</b>	<b>37,893</b>	<b>217,047</b>

The accompanying notes are an integral part of these consolidated financial statements.

## MTY Franchising USA, Inc.

### Consolidated balance sheets

As at November 30, 2021 and 2020

(In thousands of US dollars)

		2021	2020
	Notes	\$	\$
<b>Assets</b>			
Current assets			
Cash		17,868	16,017
Restricted cash		361	361
Accounts receivable	4	17,207	19,559
Inventories		2,462	2,296
Current portion of loans receivable	5	551	690
Receivable from company under common control	13	3	11
Receivable from ultimate parent	13 & 25	100,926	58,895
Prepaid expenses and deposits		5,463	3,585
Other current assets		1,918	1,030
Income taxes receivable		2,367	—
		<b>149,126</b>	102,444
Loans receivable	5	561	919
Contract cost asset		2,749	2,291
Property, plant and equipment	6	2,989	2,741
Intangible assets	8	409,147	425,894
Goodwill	9	185,576	185,576
		<b>750,148</b>	719,865
<b>Liabilities</b>			
Current liabilities			
Accounts payable		9,980	12,225
Accrued liabilities		19,293	23,270
Gift card liability	11	76,097	70,571
Promotional funds payable		16,521	10,589
Current portion of deferred revenue and deposits	12	6,358	5,894
Income taxes payable	23	—	11,904
Advance from parent company	13 & 25	1,733	1,830
Advances from companies under common control	13 & 25	184	184
Current portion of holdback payable	15	7,076	3,810
		<b>137,242</b>	140,277
Long-term loan from company under common control	14	299,850	299,850
Other liabilities		804	—
Deferred revenue and deposits	12	21,669	18,725
Deferred income taxes	23	73,536	73,934
		<b>533,101</b>	532,786

**MTY Franchising USA, Inc.****Consolidated balance sheets (continued)**

As at November 30, 2021 and 2020

(In thousands of US dollars)

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		2021	2020
	Notes	\$	\$
<b>Stockholder's equity</b>			
Common stock	17	179,154	179,154
Retained earnings		37,893	7,925
		<b>217,047</b>	187,079
		<b>750,148</b>	719,865

The accompanying notes are an integral part of these consolidated financial statements.

Approved by the Board on January 31, 2022

\_\_\_\_\_, Director

**MTY Franchising USA, Inc.**  
**Consolidated statements of cash flows**

Years ended November 30, 2021 and 2020  
(In thousands of US dollars)

	2021	2020
Notes	\$	\$
<b>Operating activities</b>		
Net income (loss)	29,968	(37,227)
Items not affecting cash, restricted cash:		
Depreciation - property, plant and equipment	1,057	1,415
Amortization - intangible assets	13,888	14,174
Interest expense	16,264	16,764
(Gain) loss on disposal of property, plant, and equipment and assets held for sale	(1,986)	276
Impairment charge - property, plant and equipment	27	579
Impairment charge - intangible assets and goodwill	2,862	62,143
Gain on extinguishment of holdback	(27)	—
Deferred income tax recovery	(399)	(11,133)
	<b>61,654</b>	46,991
Interest paid	(16,192)	(16,192)
Changes in non-cash working capital items		
Accounts receivable	450	(4,344)
Inventories	(166)	(1,006)
Prepaid expenses and deposits	(2,336)	1,487
Loans receivable	497	(236)
Other current assets	(888)	(1,030)
Income taxes	(5,276)	25
Accounts payable	(2,245)	3,080
Accrued liabilities	(4,075)	(2,662)
Promotional funds payable	5,932	6,297
Gift card liability	5,526	2,474
Deferred revenue and deposits	3,408	5,009
Other	(445)	(703)
Net cash provided from operating activities	<b>45,844</b>	39,190

**MTY Franchising USA, Inc.****Consolidated statements of cash flows (continued)**

Years ended November 30, 2021 and 2020

(In thousands of US dollars)

	<b>2021</b>	2020
Notes	\$	\$
<b>Investing activities</b>		
Additions to property, plant and equipment	<b>(2,338)</b>	(1,273)
Additions to intangible assets	<b>(3)</b>	(68)
Proceeds on disposal of property, plant and equipment	<b>4,339</b>	300
Proceeds on disposal of assets held for sale	<b>—</b>	8,405
Net cash provided from investing activities	<b>1,998</b>	7,364
<b>Financing activities</b>		
Net advance to ultimate parent	<b>(42,128)</b>	(53,125)
Net advance from (to) companies under common control	<b>8</b>	(105)
Repayment of holdback payable	<b>(3,871)</b>	(1,433)
Net cash used in financing activities	<b>(45,991)</b>	(54,663)
Net increase (decrease) in cash, restricted cash	<b>1,851</b>	(8,109)
Cash, restricted cash, beginning of year	<b>16,378</b>	24,487
<b>Cash, restricted cash, end of year</b>	<b>18,229</b>	16,378

Supplemental cash flow information

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The accompanying notes are an integral part of these consolidated financial statements.

# MTY Franchising USA, Inc.

## Notes to the consolidated financial statements

Years ended November 30, 2021 and 2020

(In thousands of US dollars)

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### 1. Nature of operations

MTY Franchising USA, Inc. (the “Company” or “MTY USA”) was incorporated on March 14, 2001. The Company develops and franchises restaurants under a multitude of different banners in the United States of America (the “U.S.”).

### 2. Significant accounting policies

#### *Basis of presentation*

The accounting policies of the Company are in accordance with accounting principles generally accepted in the U.S. (“U.S. GAAP”). The Company uses the U.S. dollar as its functional and reporting currency, and tabular amounts are rounded to the nearest thousand (\$000) except when otherwise indicated. MTY USA is a wholly owned subsidiary of MTY Food Group Inc.

The preparation of the consolidated financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements and the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates.

Presented below are those policies considered particularly significant:

#### *Basis of consolidation*

The consolidated financial statements reflect the financial position and operating results of the Company, including wholly owned subsidiaries and investees that we control.

The principal subsidiaries of the Company are as follows:

<u>Principal subsidiaries</u>	<u>Percentage of equity interest</u>
	%
BF Acquisition Holdings, LLC	100
Built Franchise Systems, LLC	100
CB Franchise Systems, LLC	100
Kahala Brands Ltd.	100
Papa Murphy’s Holdings Inc.	100

Revenues and expenses of subsidiaries are included in the consolidated statement of operations and comprehensive income from the effective date of acquisition. The subsidiaries are consolidated from the acquisition date until the date on which the Company ceases to control them.

All intercompany transactions, balances, revenues and expenses are eliminated in full upon consolidation.

## **MTY Franchising USA, Inc.**

### **Notes to the consolidated financial statements**

Years ended November 30, 2021 and 2020

(In thousands of US dollars)

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## **2. Significant accounting policies (continued)**

### *Business combinations*

The Company accounts for acquired businesses using the acquisition method of accounting in accordance with Financial Accounting Standards Board (“FASB”) Accounting Standards Codification (“ASC”) 805, Business Combinations. The consideration transferred for the acquisition is the fair values of the assets transferred, the liabilities incurred, and the equity interest issued. The consideration transferred includes the fair value of any asset or liability resulting from a contingent consideration arrangement. Acquisition-related costs are expensed as incurred. Identifiable assets acquired and liabilities and contingent liabilities assumed in a business combination are measured initially at their fair value at the acquisition date.

Goodwill is measured as the excess of the purchase price over the estimated fair values of the net assets acquired. If, after reassessment, the net of the acquisition date amounts of the identifiable assets acquired and liabilities assumed exceeds the sum of the consideration transferred, the amount of any non-controlling interests in the acquiree and the fair value of the acquirer’s previously held interest in the acquiree (if any), the excess is recognized immediately in profit or loss as a bargain purchase gain.

Goodwill reflects how the acquisition will impact the Company’s ability to generate future profits in excess of existing profits. The consideration paid mostly relates to combined synergies, related mainly to revenue growth. These benefits are not recognized separately from goodwill as they do not meet the recognition criteria for identifiable intangible assets.

When the consideration transferred by the Company in a business combination includes assets or liabilities resulting from a contingent consideration arrangement, the contingent consideration is measured at its acquisition date fair value and included as part of the consideration transferred in a business combination.

When a business combination is achieved in stages, the Company’s previously held equity interest in the acquiree is remeasured to fair value at the acquisition date (i.e. the date when the Company obtains control) and the resulting gain or loss, if any, is recognized in profit or loss. Amounts arising from interests in the acquiree prior to the acquisition date that have previously been recognized in other comprehensive income are reclassified to profit or loss where such treatment would be appropriate if that interest were disposed of.

If the initial accounting for a business combination is incomplete by the end of the reporting period in which the combination occurs, the Company reports provisional amounts for the items for which the accounting is incomplete. Those provisional amounts are adjusted retrospectively during the measurement period or additional assets or liabilities are recognized, to reflect new information obtained about facts and circumstances that existed at the acquisition date that, if known, would have affected the amounts recognized at that date.

### *Goodwill*

Goodwill represents the excess of cost over the net tangible assets and identifiable intangible assets of acquired businesses. Goodwill is carried at cost reduced by previous impairment losses, if any.



## MTY Franchising USA, Inc.

### Notes to the consolidated financial statements

Years ended November 30, 2021 and 2020

(In thousands of US dollars)

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## 2. Significant accounting policies (continued)

### *Functional currency*

The functional currency of the Company and its subsidiaries is the US dollar. The Company translates monetary assets and liabilities that are denominated in currencies other than the US dollar at the exchange rates prevailing at the end of the reporting period; non-monetary assets denominated in foreign currencies are translated using the exchange rate prevailing at the transaction date; all revenue and expense items denominated in foreign currencies are translated at the exchange rate prevailing at the transaction date. All foreign exchange gains and losses are reported in profit or loss.

### *Revenue recognition*

Revenue is recognized upon the transfer of control of promised goods or services to customer in an amount that reflects the consideration the Company expects to receive for those goods or services.

### *Revenue from franchise locations*

- i) Royalties are based either on a percentage of gross sales as reported by the franchisees or on a fixed monthly fee. They are recognized on an accrual basis in accordance with the substance of the relevant agreement, as they are earned.
- ii) Promotional fund contributions are based on a percentage of gross sales as reported by the franchisees. Corresponding promotional fund transfers are presented directly on the consolidated balance sheets. The Company is not entitled to retain these promotional fund payments received and is obligated to transfer these funds to be used solely for use in promotional and marketing-related costs for specific restaurant banners. The Company sometimes charges a fee for the administration of the promotional funds.
- iii) Initial franchise fees are recognized on a straight-line basis over the term of the franchise agreement as the performance obligation relating to franchise rights is fulfilled. Amortization begins once the restaurant has opened.
- iv) Upfront fees related to master license agreements are recognized over the term of the master license agreements on a straight-line basis.
- v) Renewal fees and transfer fees are recognized on a straight-line basis over the term of the related franchise agreement.
- vi) The Company earns rent revenue on certain leases it holds; the Company's policy is described below.
- vii) Revenue from equipment sale and retail sales are recognized upon transfer of control, generally upon shipment of the equipment or goods. This revenue is recorded in resale material and retail sales.
- viii) The Company recognizes breakage income proportionately as each gift card is redeemed, based on the historical redemption patterns of the gift cards. The Company also charges various program fees to its franchisees as gift cards are redeemed. Notably, this does not apply to gift card liabilities assumed in a business acquisition, which are accounted for at fair value at acquisition date.
- ix) The Company receives considerations from certain suppliers. Fees are generally earned based on the value of purchases during the period. Agreements that contain an initial upfront fee, in addition to ongoing fees, are recognized on a straight-line basis over the term of the respective agreement. Supplier contributions are recognized as revenue as they are earned and are recorded in franchising revenue.

## MTY Franchising USA, Inc.

### Notes to the consolidated financial statements

Years ended November 30, 2021 and 2020

(In thousands of US dollars)

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## 2. Significant accounting policies (continued)

### *Revenue from franchise locations (continued)*

- x) The Company earns e-commerce fees, which includes point-of-sale (“POS”) support fees transaction fees for purchase made through one of the Company’s brands’ e-commerce platform. POS supports fees are received quarterly in advance and are recognized over the period they cover. Transaction fees are recognized when the food items purchased from a store are delivered or pick up by customers.

### *Revenue from corporate-owned locations*

Revenue from corporate-owned locations is recorded when goods are delivered to customers.

### *Contract cost asset*

The Company recognizes incremental costs of obtaining a contract as an asset if they are expected to be recoverable, unless their amortization period would be less than one year, in which case they are expensed as incurred. The costs are amortized to operating expenses over the term of the related franchise agreement.

### *Leasing*

Leases are classified as capital leases whenever the terms of the lease transfer substantially all the risks and rewards of ownership to the lessee. All other leases are classified as operating leases.

#### The Company as lessor

Rental income from operating leases is recognized on a straight-line basis over the term of the relevant lease.

#### The Company as lessee

Operating lease payments are recognized as an expense on a straight-line basis over the lease term, except where another systematic basis is more representative of the time pattern in which economic benefits from the leased asset are consumed. Contingent rentals arising under operating leases are recognized as an expense in the period in which they are incurred.

In the event that lease incentives are received to enter into operating leases, such incentives are recognized as a liability. The aggregate benefit of incentives is recognized as a reduction of rental expense on a straight-line basis, except where another systematic basis is more representative of the time pattern in which economic benefits from the leased asset are consumed.

### *Income taxes*

The Company accounts for income taxes pursuant to ASC 740, Income Taxes (“ASC 740”). Deferred tax assets and liabilities are recorded for differences between the financial statement and tax basis of the assets and liabilities that will result in taxable or deductible amounts in the future based on enacted tax laws and rates. Valuation allowances are established when necessary to reduce deferred tax assets to the amount expected to be realized. Income tax expense is recorded for the amount of income tax payable or refundable for the period increased or decreased by the change in deferred tax assets and liabilities during the period.

## MTY Franchising USA, Inc.

### Notes to the consolidated financial statements

Years ended November 30, 2021 and 2020

(In thousands of US dollars)

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## 2. Significant accounting policies (continued)

### *Income taxes (continued)*

The Company recognizes the financial statement benefit of a tax position only after determining that the relevant tax authority would more likely than not sustain the position following an audit. For tax positions meeting the more-likely-than-not threshold, the amount recognized in the financial statements is the largest benefit that has a greater than 50 percent likelihood of being realized upon ultimate settlement with the relevant tax authority.

### *Allowance for doubtful accounts*

Allowance for doubtful accounts is calculated based on historical experience, customer credit risk and application of the specific identification method.

### *Assets held for sale*

Assets are classified as held for sale when management with the appropriate authority commits to a plan to sell the assets, the assets are available for immediate sale, the assets are actively marketed at a reasonable price, the sale is probable within a year, and certain other criteria met. Assets held for sale consist primarily of Company-owned stores where the Company has committed to a plan to sell specific stores. Assets designated as held for sale are held at the lower of the net book value or fair value less costs to sell. Depreciation is not charged against property, plant and equipment classified as assets held for sale.

### *Property, plant and equipment*

Cost includes expenditures that are directly attributable to the acquisition of the asset, including any costs directly attributable to bringing the asset to a working condition for its intended use.

Equipment, leasehold improvements, rolling stock and computer hardware are stated at cost less accumulated depreciation and accumulated impairment losses.

Depreciation is recognized so as to write off the cost or valuation of assets less their residual values over their useful lives, using the straight-line method. The estimated useful lives, residual values and depreciation methods are reviewed at the end of each year, with the effect of any changes in estimate accounted for on a prospective basis.

An item of property, plant and equipment is derecognized upon disposal or when no future economic benefits are expected to arise from the continued use of the asset. Any gain or loss arising on the disposal or retirement of an item of property, plant and equipment is determined as the difference between the sales proceeds and the carrying amount of the asset and is recognized in profit or loss.

Depreciation is based on the following terms:

Equipment	Straight-line	Three to 10 years
Leasehold improvements	Straight-line	Term of the lease
Rolling stock	Straight-line	Five to seven years
Computer hardware	Straight-line	Three to seven years

## MTY Franchising USA, Inc.

### Notes to the consolidated financial statements

Years ended November 30, 2021 and 2020

(In thousands of US dollars)

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## 2. Significant accounting policies (continued)

### *Intangible assets*

#### Intangible assets acquired separately

Intangible assets with finite useful lives that are acquired separately are carried at cost less accumulated amortization and accumulated impairment losses, if applicable. Amortization is recognized on a straight-line basis over their estimated useful lives. The estimated useful lives and amortization methods are reviewed at the end of each year, with the effect of any changes in estimate being accounted for on a prospective basis. Intangible assets with indefinite useful lives that are acquired separately are carried at cost less accumulated impairment losses, if applicable.

#### Intangible assets acquired in a business combination

Intangible assets acquired in a business combination and recognized separately from goodwill are initially recognized at their fair value at the acquisition date.

Subsequent to initial recognition, intangible assets having a finite life acquired in a business combination are reported at cost less accumulated amortization and accumulated impairment losses, if applicable, on the same basis as intangible assets that are acquired separately. Intangible assets having an indefinite life are not amortized and are therefore carried at cost reduced by previous impairment losses, if applicable.

#### Derecognition of intangible assets

An intangible asset is derecognized on disposal, or when no future economic benefits are expected from use or disposal. Gains or losses arising from derecognition of an intangible asset, measured as the difference between the net disposal proceeds and the carrying amount of the asset, are recognized in profit or loss when the asset is derecognized.

The Company currently carries the following intangible assets in its books:

#### *Franchise rights*

The franchise rights acquired through business combinations are recognized at the fair value of the estimated future cash inflows related to the acquisition of franchises. The franchise rights are generally amortized on a straight-line basis over the term of the agreements which typically range between 10 to 20 years.

#### *Trademarks*

Trademarks acquired through business combinations are recognized at their fair value at the time of the acquisition and are not amortized. Trademarks are determined to have an indefinite useful life based on their brand recognition and their ability to generate revenue through changing economic conditions with no foreseeable time limit.

#### *Other*

Included in other intangible assets are purchased software, which are being amortized over their expected useful life on a straight-line basis.

## MTY Franchising USA, Inc.

### Notes to the consolidated financial statements

Years ended November 30, 2021 and 2020

(In thousands of US dollars)

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## 2. Significant accounting policies (continued)

### *Intangible assets (continued)*

#### *Impairment of long-lived assets other than goodwill*

The Company continually reviews whether events or circumstances subsequent to the acquisition of any long-lived assets, including intangible assets with finite useful lives, have occurred that indicate the remaining estimated useful lives of those assets may warrant revision or that the remaining balance of those assets may not be recoverable. If events and circumstances indicate that the long-lived assets should be reviewed for possible impairment, the Company uses projections to assess whether future cash flows on an undiscounted basis related to the assets exceed the recorded carrying amount of those assets to determine if an asset is impaired. Should an impairment be identified, a loss would be recorded to the extent that the carrying value of the impaired assets exceeds their fair values as determined by valuation techniques appropriate in the circumstances that could include the use of similar cash flow projections on a discounted basis. The reporting units of indefinite intangible assets are individual brands, comprised of franchise rights, trademarks, and perpetual licenses.

#### *Impairment of goodwill*

For the purposes of impairment testing, goodwill is allocated to the unit or group of units ("reporting unit") that are considered to represent the lowest level within the group at which the goodwill is monitored for internal management purposes. As at November 30, 2021, goodwill is allocated as follows:

	<b>Reporting unit description</b>
U.S. excluding Papa Murphy's goodwill	A group of units comprised of acquired brands in the U.S., excluding the Papa Murphy's brand
Papa Murphy's goodwill	One unit comprised of the Papa Murphy's brand

Goodwill is tested for impairment on an annual basis (August 31 for the Company) and between annual tests if an event occurs or circumstances change that would more likely than not reduce the fair value of a reporting unit below its carrying value. Fair value is determined using a discounted cash flow methodology with a risk adjusted weighted average cost of capital.

#### *Cash and restricted cash*

Cash and restricted cash include cash on hand and short-term investments, if any, with maturities upon acquisition of generally three months or less or that are redeemable at any time at full value and for which the risk of a change in value is not significant. As at November 30, 2021, cash and restricted cash included \$361 of restricted cash (2020 – \$361) that is required as part of guarantees on certain lease commitments.

#### *Inventories*

Inventories are measured at the lower of cost and market value. Costs of inventories are determined on a first-in-first-out basis and include acquisition costs and other costs incurred to bring inventories to their present location and condition.

## MTY Franchising USA, Inc.

### Notes to the consolidated financial statements

Years ended November 30, 2021 and 2020

(In thousands of US dollars)

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## 2. Significant accounting policies (continued)

### *Inventories (continued)*

Market value represents the current replacement cost, provided that the cost does not exceed the net realizable value or is not less than the net realizable value reduced by a normal profit margin.

### *Contingencies*

#### *Litigation, disputes and closed stores*

Contingencies for the expected cost of litigation, disputes and the cost of settling leases for closed stores are recognized when it becomes probable the Company will be required to settle the obligation, at management's best estimate of the expenditure required to settle the Company's obligation.

#### *Contingent liabilities acquired in a business combination*

Contingent liabilities acquired in a business combination are initially measured at fair value at the acquisition date. At the end of subsequent reporting periods, such contingent liabilities are measured at the higher of the amount that would be recognized, and the amount initially recognized less cumulative amortization recognized, if any.

### *Financial instruments*

The Company's financial instruments consist of cash, restricted cash, accounts receivable, loans receivable, receivable from company under common control, receivable from ultimate parent, accounts payable, accrued liabilities, promotional funds payable, advance from parent company, advances from companies under common control, long-term loans from company under common control and long-term debt. Unless otherwise noted, it is management's opinion that the Company is not exposed to significant interest, currency or credit risks arising from these financial instruments. The fair values for cash, restricted cash, accounts receivable, loans receivable, receivable from ultimate parent, accounts payable, accrued liabilities, promotional funds payable, advance from ultimate parent, advance from parent company and advances from companies under common control approximate their carrying values due to their immediate or short-term maturities, unless otherwise noted. Long-term loans from company under common control and long-term debt are measured at amortized cost using the effective interest method.

### *Promotional funds*

Pursuant to the franchise agreements, franchisees must pay a fee to the promotional fund. These amounts are collected by the Company in its capacity as agent and must be used for promotional and advertising purposes, since the amounts are set aside to promote the respective banners for the franchisees' benefit. The promotional funds collected, and the related expenditures are reported on a gross basis in the consolidated statements of operations and comprehensive income. To the extent that promotional funds received exceed the related promotional expenditures, the excess contributions will be recorded in accounts payable or accrued liabilities.

Cash held pursuant to the promotional funds received are classified as unrestricted cash as there are no legal restrictions on the use of these funds; however, the Company intends to use these funds solely to support the promotional funds rather than to fund its ongoing operations. As at November 30, 2021, promotional funds were in a net liability position amounting to \$14,603 (2020 – net liability position of \$9,559).

## **MTY Franchising USA, Inc.**

### **Notes to the consolidated financial statements**

Years ended November 30, 2021 and 2020

(In thousands of US dollars)

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## **2. Significant accounting policies (continued)**

### *Subsequent events*

Subsequent events were evaluated through the date that the consolidated financial statements were issued, which was January 31, 2022.

### *Estimates and assumptions*

#### *Business combinations*

For business combinations, the Company must make assumptions and estimates to determine the purchase price accounting of the business being acquired. To do so, the Company must determine the acquisition date fair value of the identifiable assets acquired, including such intangible assets as franchise rights and master franchise rights, trademarks, step-in rights and liabilities assumed. Among other things, the determination of these fair market values involves the use of discounted cash flow analyses and future system sales growth. Goodwill is measured as the excess of the fair value of the consideration transferred including the recognized amount of any non-controlling interest in the acquiree over the net recognized amount of the identifiable assets acquired and liabilities assumed, all measured at the acquisition date. These assumptions and estimates have an impact on the asset and liability amounts recorded in the consolidated statement of financial position on the acquisition date. In addition, the estimated useful lives of the acquired amortizable assets, the identification of intangible assets and the determination of the indefinite or finite useful lives of intangible assets acquired will have an impact on the Company's future profit or loss.

#### *Goodwill and indefinite-lived intangible assets*

The fair value calculation includes estimates of revenue growth, which are based on past performance and internal projections for the intangible asset group's forecasted growth, and royalty rates, which are adjusted for our particular facts and circumstances. The discount rate is selected based on the estimated cost of capital that reflects the risk profile of the related business. These estimates are highly subjective, ability to achieve the forecasted cash flows used in our fair value calculations is affected by factors such as the success of strategic initiatives, changes in economic conditions, changes in our operating performance and changes in our business strategies.

#### *Contingencies*

The Company makes assumptions and estimations based on its current knowledge of future disbursements it will have to make in connection with various events that have occurred in the past and for which the amount to be disbursed and the timing of such disbursement are uncertain at the date of producing its financial statements. This includes contingencies for onerous contracts, litigations and disputes and other contingencies.

#### *Gift card liabilities*

Management is required to make certain assumptions in both the prorated recognition based on redemption pattern and remoteness recognition of gift card breakage. The significant estimates are breakage rate and the redemption patterns.

## MTY Franchising USA, Inc.

### Notes to the consolidated financial statements

Years ended November 30, 2021 and 2020

(In thousands of US dollars)

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## 2. Significant accounting policies (continued)

### *Estimates and assumptions (continued)*

#### *Impact of COVID-19*

During the year ended November 30, 2021, the COVID-19 pandemic continued to impact the markets in which MTY USA, its franchise partners and suppliers operate. Certain parts of the United States ("US") continued to be impacted by the continuation of government-imposed restrictions including restrictions on dine-in guests, reduced operating hours and/or temporary closures. The year ended November 30, 2021, saw the ramp-up of the global vaccination campaign, which led to the gradual lifting of restrictions in some territories, including the resumption of indoor and outdoor dining, and the reopening of a number of restaurants. However, the end of the year saw the rise of a fourth wave driven by the Delta variant, resulting in more infections and certain additional public health measures, including indoor masks and proof of vaccination for seated dining in restaurants in some territories. The disruptions are expected to persist into 2022 with uncertainty surrounding the rollout of the vaccine boosters and the spread of the Omicron variant, as well as the longer-term impact on the economy and the rules that will apply to MTY USA's restaurants as more sheltering measures are gradually reduced. The impact of the virus and the efforts to stop it continue to impact MTY USA and many of its franchisees materially.

As a result of the continued and uncertain economic and business impacts of the COVID-19 pandemic, the Company continues to monitor the estimates, judgments and assumptions used in the financial statements. For the year ended November 30, 2021, the Company determined that there was no indication of impairment attributable to COVID-19. Accordingly, the Company did not record impairment charges on its property, plant and equipment, intangible assets, and goodwill attributable to COVID-19. These estimates, judgments and assumptions are subject to change.



## MTY Franchising USA, Inc.

### Notes to the consolidated financial statements

Years ended November 30, 2021 and 2020

(In thousands of US dollars)

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### 3. Changes in accounting policies

*New accounting pronouncements adopted during the year*

<b>Standard</b>	<b>Issue date</b>	<b>Effective date for the Company</b>	<b>Impact</b>
ASU 2021-03 - Accounting Alternative for Evaluating Triggering Events	March 2021	December 1, 2020	No impact

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*Incoming new standards affecting the Company not yet adopted*

#### **ASU 2016-02 – Leases (Topic 842) (“ASU 2016-02”)**

In February 2016, the FASB issued new guidance on leases. The new guidance requires lessees to recognize on the balance sheet the assets and liabilities for the rights and obligations created by finance and operating leases with lease terms of more than 12 months, amends various other aspects of accounting for leases by lessees and lessors, and requires enhanced disclosures. The new guidance requires a modified retrospective transition approach with application in all comparative periods presented (the “comparative method”), or alternatively, as of the effective date as the date of initial application without restating comparative period financial statements (the “effective date method”). The new guidance also provides several practical expedients and policies that companies may elect under either transition method.

In June 2020, as a result of the adverse impact of the COVID-19 pandemic on the global economy, causing significant and widespread business and capital market disruptions, the FASB issued ASU 2020-05 as a limited deferral of the effective date of ASU 2016-02 to provide immediate, near-term relief for certain entities for whom this update was either currently or imminently effective. Under ASU 2020-05, the FASB deferred the effective date for (a) public not-for-profit entities that have not yet issued (or made available for issuance) financial statements to annual reporting periods beginning after December 15, 2019 (including interim periods therein); and (b) private entities to annual reporting periods beginning after December 15, 2021 and interim periods within annual reporting periods beginning after December 15, 2022. Earlier application is permitted for all entities. The Company intends to defer its adoption of ASU 2016-02 to the fiscal year beginning after December 1, 2022.

## **MTY Franchising USA, Inc.**

### **Notes to the consolidated financial statements**

Years ended November 30, 2021 and 2020

(In thousands of US dollars)

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### **3. Changes in accounting policies (continued)**

*Incoming new standards affecting the Company not yet adopted (continued)*

#### **ASU 2016-02 – Leases (Topic 842) (“ASU 2016-02”) (continued)**

The Company elected to apply the effective date method and the package of practical expedients under which it will not reassess the classification of our existing leases, re-evaluate whether any expired or existing contracts are or contain leases or reassess initial direct costs under the new guidance. Additionally, the Company has elected lessee and lessor practical expedients to not separate non-lease components from lease components. The Company did not elect the practical expedient that permits a reassessment of lease terms for existing leases. The Company performed a preliminary analysis of the impact of the new lease guidance and is in the process of completing the final phase of a comprehensive plan for its implementation of the new guidance, including implementation of a new lease accounting system. Upon its transition to the new guidance, the Company anticipates a lease liability to be recorded that is in line with lease commitments identified in note 23, adjusted for discount rates, options and as well the Company will be recording a corresponding lease receivable or right-of-use asset. MTY USA is still determining the key estimates surrounding the implementation of this standard.

#### **ASU 2016-13 – Financial Instruments (“ASU 2016-13”)**

In June 2016, the FASB issued Accounting Standards Update (“ASU”) 2016-13 "Financial Instruments - Credit Losses (Topic 326) Measurement of Credit Losses on Financial Instruments."

ASU 2016-13 requires an entity to utilize a new impairment model known as the current expected credit loss ("CECL") model to estimate its lifetime "expected credit loss" and record an allowance that, when deducted from the amortized cost basis of the financial asset, presents the net amount expected to be collected on the financial asset. The CECL model is expected to result in more timely recognition of credit losses. ASU 2016-13 also requires new disclosures for financial assets measured at amortized cost, loans and available-for-sale debt securities. ASU 2016-13 is effective for the Company beginning after December 1, 2021.

The Company currently uses the simplified expected credit-loss ("ECL") model for its trade receivables, which permits the use of the lifetime expected loss provision for all trade receivables and also incorporates forward-looking information. Lifetime ECL represents the ECL that will result from all probable default events over the expected life of a financial instrument.

For its loans receivable balance carried at amortized cost, the Company currently uses the general ECL model. Unlike the simplified approach, the general ECL model depends on whether there has been a significant increase in credit risk. The Company considers the probability of default upon initial recognition of the financial asset and whether there has been a significant increase in credit risk on an ongoing basis throughout each reporting period. To assess whether there is a significant increase in credit risk, the Company compares the risk of a default occurring on the asset as at the reporting date with the risk of default as at the date of initial recognition of the financial asset.

## MTY Franchising USA, Inc.

### Notes to the consolidated financial statements

Years ended November 30, 2021 and 2020

(In thousands of US dollars)

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### 3. Changes in accounting policies (continued)

*Incoming new standards affecting the Company not yet adopted (continued)*

#### **ASU 2016-13 – Financial Instruments (“ASU 2016-13”) (continued)**

A significant increase in credit risk is assessed based on changes in the probability of default since initial recognition along with borrower-specific qualitative information, or when loans are more than 30 days past due. Loans are considered impaired and in default when they are 90 days past due or there is sufficient doubt regarding the ultimate collectability of principal and/or interest. Loans that are 180 days past due are written down to the present value of the expected future cash flows. Impairment under the general ECL model is assessed on an individual basis. In assessing the risk of default, the Company also incorporates available reasonable and supportive forward-looking information.

When credit risk is assessed as being low or when there has not been a significant increase in credit risk since initial recognition, the ECL is based on a 12-month ECL which represents the portion of lifetime ECL expected to occur from default events that are possible within 12 months after the reporting date. If a significant increase in credit risk has occurred throughout a reporting period, impairment is based on lifetime ECL.

The adoption of ASU 2016-13 is not expected to result in a material change to the Company's allowance for trade receivables and loans receivable. Furthermore, pursuant to Accounting Standards Update 2019-10 – Financial Instruments – Credit Losses (Topic 326), Derivatives and Hedging (Topic 815), and Leases (Topic 842) the Company will defer adoption to December 1, 2023.

#### **ASU 2017-04 – Intangibles - Goodwill and other (topic 350): simplifying the test for goodwill impairment (“ASU 2017-04”)**

In January 2017, the FASB issued guidance that simplifies the measurement of goodwill impairment. Under this new guidance, an impairment charge, if triggered, is calculated as the difference between a reporting unit's carrying value and fair value, but it is limited to the carrying value of goodwill. The ASU will be effective for the Company for the fiscal years beginning after December 1, 2023. Early adoption is permitted. The adoption of ASU 2017-04 is not expected to result in a material change to the Company's consolidated financial statements

#### **ASU 2019-12 – Simplifying accounting for income taxes (“ASU 2019-12”)**

In December 2019, the FASB issued guidance to simplify the accounting for income taxes by removing certain exceptions to the general principles in Topic 740. The ASU will be effective for the Company for fiscal years beginning after December 1, 2022. Early adoption of the amendments is permitted. The Company is in the process of evaluating the impact of the amendments on its consolidated financial statements.

## MTY Franchising USA, Inc.

### Notes to the consolidated financial statements

Years ended November 30, 2021 and 2020

(In thousands of US dollars)

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### 3. Changes in accounting policies (continued)

*Incoming new standards affecting the Company not yet adopted (continued)*

#### **ASU 2021-08 – Business Combinations (Topic 805) – Accounting for Contract Assets and Contract Liabilities from Contracts with Customers (“ASU 2021-08”)**

In October 2021, the FASB issued new guidance on how to measure contract assets and liabilities acquired in a business combination. The amendments in this Update require that an entity (acquirer) recognize and measure contract assets and contract liabilities acquired in a business combination in accordance with Topic 606. At the acquisition date, an acquirer should account for the related revenue contracts in accordance with Topic 606 as if it had originated the contracts. To achieve this, an acquirer may assess how the acquiree applied Topic 606 to determine what to record for the acquired revenue contracts. Generally, this should result in an acquirer recognizing and measuring the acquired contract assets and contract liabilities consistent with how they were recognized and measured in the acquiree’s financial statements (if the acquiree prepared financial statements in accordance with generally accepted accounting principles [GAAP]).

For public business entities, the amendments in this Update are effective for fiscal years beginning after December 15, 2022, including interim periods within those fiscal years. For all other entities, the amendments are effective for fiscal years beginning after December 15, 2023, including interim periods within those fiscal years. The amendments in this Update should be applied prospectively to business combinations occurring on or after the effective date of the amendments. Early adoption of the amendments is permitted, including adoption in an interim period.

The ASU will be effective for the Company for fiscal years beginning after December 1, 2024.

## MTY Franchising USA, Inc.

### Notes to the consolidated financial statements

Years ended November 30, 2021 and 2020

(In thousands of US dollars)

#### 4. Accounts receivable

Details of accounts receivable are as follows:

	2021	2020
	\$	\$
Total accounts receivable	19,270	23,330
Less: Allowance for credit losses	(2,063)	(3,771)
Total accounts receivable, net	17,207	19,559
Of which:		
Not past due	12,835	13,483
Past due for more than one day but no more than 30 days	793	841
Past due for more than 31 days but no more than 60 days	358	707
Past due for more than 61 days	3,221	4,528
Total accounts receivable, net	17,207	19,559

	2021	2020
	\$	\$
Allowance for credit losses, beginning of year	(3,771)	(1,507)
Current period recovery (provision)	829	(2,547)
Reversal of amounts previously written off	(1)	(10)
Write-offs	880	293
Allowance for credit losses, end of year	(2,063)	(3,771)

#### 5. Loans receivable

Loans receivable generally result from the sales of franchises and of various advances to certain franchisees and consist of the following:

	2021	2020
	\$	\$
Loans receivable bearing interest between 0% and 8% per annum, receivable in monthly instalments of \$98 in aggregate, including principal and interest, ending in 2026	1,112	1,609
Current portion	(551)	(690)
	561	919

The total allowance for uncollectible amounts on loans receivable amounted to \$826 as at November 30, 2021 (2020 – \$1,383).

## MTY Franchising USA, Inc.

### Notes to the consolidated financial statements

Years ended November 30, 2021 and 2020

(In thousands of US dollars)

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#### 5. Loans receivable (continued)

The capital repayments in subsequent years will be:

	\$
2022	551
2023	177
2024	76
2025	64
2026	244
	<u>1,112</u>

#### 6. Property, plant and equipment

Cost	Equipment	Leasehold improve- ments	Rolling stock	Computer Hardware <sup>(1)</sup>	Total
	\$	\$	\$	\$	\$
Balance as at November 30, 2019	3,208	1,901	64	271	5,444
Additions <sup>(1)</sup>	884	190	—	199	1,273
Dispositions	(844)	—	—	—	(844)
Impairment (note 11)	(579)	—	—	—	(579)
Balance as at November 30, 2020	2,669	2,091	64	470	5,294
Additions	<b>1,316</b>	<b>345</b>	<b>—</b>	<b>677</b>	<b>2,338</b>
Dispositions	<b>(841)</b>	<b>(1,794)</b>	<b>(24)</b>	<b>—</b>	<b>(2,659)</b>
Impairment (note 11)	<b>(27)</b>	<b>—</b>	<b>—</b>	<b>—</b>	<b>(27)</b>
<b>Balance as at November 30, 2021</b>	<b>3,117</b>	<b>642</b>	<b>40</b>	<b>1,147</b>	<b>4,946</b>

## MTY Franchising USA, Inc.

### Notes to the consolidated financial statements

Years ended November 30, 2021 and 2020

(In thousands of US dollars)

#### 6. Property, plant and equipment (continued)

Accumulated depreciation	Equipment	Leasehold improve- ments	Rolling stock	Computer Hardware <sup>(1)</sup>	Total
	\$	\$	\$	\$	\$
Balance as at November 30, 2019	1,041	373	30	111	1,555
Depreciation expense	709	632	7	67	1,415
Dispositions	(417)	—	—	—	(417)
Balance as at November 30, 2020	1,333	1,005	37	178	2,553
Depreciation expense	<b>510</b>	<b>398</b>	<b>3</b>	<b>146</b>	<b>1,057</b>
Dispositions	<b>(462)</b>	<b>(1,171)</b>	<b>(20)</b>	<b>—</b>	<b>(1,653)</b>
<b>Balance as at November 30, 2021</b>	<b>1,381</b>	<b>232</b>	<b>20</b>	<b>324</b>	<b>1,957</b>

Carrying amounts	Equipment	Leasehold improve- ments	Rolling stock	Computer Hardware <sup>(1)</sup>	Total
	\$	\$	\$	\$	\$
November 30, 2020	1,336	1,086	27	292	2,741
<b>November 30, 2021</b>	<b>1,736</b>	<b>410</b>	<b>20</b>	<b>823</b>	<b>2,989</b>

(1) Prior year amounts have been restated to reflect a reclassification between equipment and computer hardware.

#### 7. Divestitures

During the year ended November 30, 2021, the Company disposed of two portfolios comprised of seven and twenty-four corporately-owned locations that were refranchised upon completion of the sale. The Company received a total consideration of \$3,343 (2020 – \$8,405) for both portfolios and recorded a gain on disposal of \$1,093 (2020 – loss of \$93), presented in Gain (loss) on disposal of property, plant, equipment and asset held for sale in its consolidated statement of income (loss). The Company recorded a liability for marketing and material defect expenditures of \$260 as accrued liabilities on the Company's Consolidated Balance Sheets. These dispositions did not meet the criteria for accounting as a discontinued operation.

## MTY Franchising USA, Inc.

### Notes to the consolidated financial statements

Years ended November 30, 2021 and 2020

(In thousands of US dollars)

#### 8. Intangible assets

Cost	Franchise	Trademark	Other	Total
	rights	s		
	\$	\$	\$	\$
Balance as at November 30, 2019	179,881	311,630	987	492,498
Additions	8	—	60	68
Impairment (note 11)	(4,489)	(9,001)	—	(13,490)
Balance as at November 30, 2020	175,400	302,629	1,047	479,076
Additions	—	—	3	3
Impairment (note 11)	(530)	(2,332)	—	(2,862)
<b>Balance as at November 30, 2021</b>	<b>174,870</b>	<b>300,297</b>	<b>1,050</b>	<b>476,217</b>

Accumulated amortization	Franchise	Trademark	Other	Total
	rights	s		
	\$	\$	\$	\$
Balance as at November 30, 2019	38,802	—	206	39,008
Amortization expense	13,982	—	192	14,174
Balance as at November 30, 2020	52,784	—	398	53,182
Amortization expense	13,730	—	158	13,888
<b>Balance as at November 30, 2021</b>	<b>66,514</b>	<b>—</b>	<b>556</b>	<b>67,070</b>

Carrying amounts	Franchise	Trademark	Other	Total
	rights	s		
	\$	\$	\$	\$
November 30, 2020	122,616	302,629	649	425,894
<b>November 30, 2021</b>	<b>108,356</b>	<b>300,297</b>	<b>494</b>	<b>409,147</b>

#### 9. Goodwill

The changes in the carrying amount of goodwill are as follows:

	2021	2020
	\$	\$
Goodwill, beginning of year	234,229	233,743
Purchase price allocation adjustments	—	486
Goodwill, end of year	234,229	234,229
Accumulated impairment, beginning of year	(48,653)	—
Impairment (note 11)	—	(48,653)
Accumulated impairment, end of year	(48,653)	(48,653)
Carrying amount	185,576	185,576



## MTY Franchising USA, Inc.

### Notes to the consolidated financial statements

Years ended November 30, 2021 and 2020

(In thousands of US dollars)

## 10. Impairment

The Company performed its annual impairment test as at August 31, 2021, which resulted in the recognition of \$2,862 of impairment losses on its intangible assets for three of its brands, following indicators of impairment that were noted.

Additionally, the Company recorded \$27 of impairment losses on its property, plant and equipment, for a total of \$2,889 of impairment charges on its property, plant and equipment and intangible assets for the year ended November 30, 2021, which have recognized in the consolidated statement of operations.

Impairment charges were based on the amount by which the carrying values of the assets exceeded fair value, determined using expected discounted future cash flows for trademarks and franchise rights.

Impairment by reporting unit for the year ended November 30, 2021:

	Property plant and equipment	Intangibles			Total
		Franchise rights	Trademarks	Goodwill	
	\$	\$	\$	\$	\$
U.S. excluding Papa Murphy's	27	530	2,332	—	2,889
Papa Murphy's	—	—	—	—	—
	<b>27</b>	<b>530</b>	<b>2,332</b>	<b>—</b>	<b>2,889</b>

Impairment by reporting unit for the year ended November 30, 2020:

	Property plant and equipment	Intangibles			Total
		Franchise rights	Trademarks	Goodwill	
	\$	\$	\$	\$	\$
U.S. excluding Papa Murphy's	579	4,489	9,001	48,653	62,722
Papa Murphy's	—	—	—	—	—
	<b>579</b>	<b>4,489</b>	<b>9,001</b>	<b>48,653</b>	<b>62,722</b>

The key assumptions used, where the recoverable amount was measured as a reporting unit's fair value, are those related to uncertainties around the impact of COVID-19 on projected sales, as well as the discount rate. The sales forecasts for cash flows were based on the subsequent fiscal year's budgeted operating results, which were prepared by management and approved by the Board, and internal forecasts for subsequent years, which were prepared by management and developed from the budgeted operating results.

## MTY Franchising USA, Inc.

### Notes to the consolidated financial statements

Years ended November 30, 2021 and 2020

(In thousands of US dollars)

#### 10. Impairment (continued)

The following table presents the key assumptions used in the Company's impairment tests, as well as the recoverable amounts measured at fair value as at August 31, 2021 and 2020:

(\$, except percentage data)	2021		2020	
	U.S. excluding Papa Murphy's	Papa Murphy's	U.S. excluding Papa Murphy's	Papa Murphy's
Long-term growth rates	0% to 2%	1.50%	0% to 2%	1.50%
Discount rates after tax	8.0%	8.0%	8.3%	8.3%
Discount rates pre-tax	10.1%	10.2%	10.5%	10.5%
Recoverable amounts	695,525	305,133	431,609	323,543

A change of 100 basis points in discount rates in the US excluding Papa Murphy's would result in additional impairment charges on intangible assets of three brands (2020 – 11 brands) representing less than 0.1% (2020 – 2.9%) of the total carrying value of the franchise rights and trademarks in that unit. A change of 100 basis points in discount rates in the US excluding Papa Murphy's would not result in additional impairment charges on goodwill (2020 – additional impairment charges on goodwill representing 5.3% of the total carrying value of goodwill in that unit). For the US excluding Papa Murphy's reporting unit, an increase of 500 basis points (2020 – 60 basis points) in the discount rate would have resulted in its recoverable amount being equal to its carrying value.

A change of 100 basis points in discount rates in Papa Murphy's would not result in additional impairment charges on intangible assets or goodwill for the years ended November 30, 2021 and 2020. For the Papa Murphy's reporting unit, an increase of 230 basis points (2020 – 300 basis points) in the discount rate would have resulted in its recoverable amount being equal to its carrying value.

#### 11. Gift card liability

The changes in the carrying amount of the gift card liability are as follows:

	2021	2020
	\$	\$
Gift card liability, beginning of year	70,571	68,097
Activations during the year	31,827	26,186
Redemptions during the year	(21,976)	(19,930)
Deferred program fees and other	(708)	(434)
Gift card breakage recorded	(3,617)	(3,348)
Gift card liability, end of year	76,097	70,571

## MTY Franchising USA, Inc.

### Notes to the consolidated financial statements

Years ended November 30, 2021 and 2020

(In thousands of US dollars)

## 12. Deferred revenue and deposits

	2021	2020
	\$	\$
Franchise fee deposits	22,188	17,628
Unearned rent	1,931	1,926
Supplier contributions and other allowances	3,908	5,065
	28,027	24,619
Current portion	(6,358)	(5,894)
	21,669	18,725

Deferred revenues consist mostly of initial, transfer and renewal franchise fees paid by franchisees, as well as upfront fees paid by master franchisees, which are generally recognized on a straight-line basis over the term of the related agreement. Deferred revenues also include amounts paid in upfront fees received from agreements with suppliers, which are amortized over the term of the related agreement.

\$6,548 (2020 – \$6,248) of revenue recognized in the current year was included in the deferred revenue balance at the beginning of the year.

The following table provides estimated revenues expected to be recognized in future years related to performance obligations that are unsatisfied as at November 30, 2021:

Estimate for fiscal year:	\$
2022	6,358
2023	3,630
2024	3,227
2025	2,041
2026	1,494
Thereafter	11,277
	<u>28,027</u>

## 13. Receivables and advances from ultimate parent, parent company and companies under common control

The receivable from ultimate parent is primarily comprised of a renewable one-year term loan facility of \$100,776 (2020 – \$58,497). The term loan is unsecured and bears interest at the rate set at the Applicable Federal Rates as issued by the U.S. Internal Revenue Service for short-term instruments. The term loan may be repaid, in whole or in part, at any time, without premium or penalty. MTY USA may also request repayment, in whole or in part, at any time, without penalty.

The receivable from company under common control and advances from parent company and companies under common control are non-interest bearing and receivable/due on demand with no specified collection/repayment terms.

## MTY Franchising USA, Inc.

### Notes to the consolidated financial statements

Years ended November 30, 2021 and 2020

(In thousands of US dollars)

#### 14. Long-term loan from company under common control

	2021	2020
	\$	\$
Interest-bearing loan at 5.4%, repayable by November 27, 2026 <sup>(1)</sup>	299,850	299,850
Balance, end of year	299,850	299,850

<sup>(1)</sup> The loan is subject to a maximum debt to EBITDA ratio of 6.00 to 1 starting on November 27, 2019 and a minimum EBITDA interest coverage ratio of 2.00 to 1 to be calculated in conjunction with interest payments based on the past 12 months.

#### 15. Holdback payable

	2021	2020
	\$	\$
Non-interest-bearing holdback acquired on acquisition of The Counter repayable in December 2020	—	1,542
Non-interest-bearing holdback acquired on acquisition of SweetFrog repayable in September 2021	—	2,268
Non-interest-bearing holdback acquired on acquisition of Kahala repayable in August 2020	7,076	—
Current portion of holdback payable <sup>(1)</sup>	7,076	3,810

<sup>(1)</sup> During the year ended November 30, 2021, the Company reclassified non-interest-bearing holdbacks acquired on acquisition of Kahala Brands Ltd. that were previously being applied to an income tax payable related to the acquisition of Kahala Brands Ltd. The holdbacks will be repaid within the next 12 months.

## MTY Franchising USA, Inc.

### Notes to the consolidated financial statements

Years ended November 30, 2021 and 2020

(In thousands of US dollars)

#### 16. Contingencies

The contingencies for litigation and disputes represent management's best estimate of the outcome of litigations and disputes that are ongoing at the date of the consolidated balance sheet. These contingencies consist of multiple items; the timing of the settlement of these contingencies is unknown given their nature, as the Company does not control the litigation timelines.

The provision related to closed stores mainly represents amounts that are expected to be disbursed to exit leases of underperforming or closed stores. The negotiations with the various stakeholders are typically short in duration and are expected to be settled within a few months following the recognition of the contingencies. The provisions for litigations, disputes and closed stores are recorded in accrued liabilities.

	2021	2020
	\$	\$
Provision for litigation, disputes, closed stores and other contingencies, beginning of year	2,909	9,300
Reversals	(522)	(779)
Purchase price allocation adjustment	—	196
Amounts used	(200)	(7,165)
Additions	360	1,357
Provision for litigation, disputes, closed stores and other contingencies, end of year	2,547	2,909

#### 17. Common stock

	2021		2020	
	Shares issued	\$	Shares issued	\$
Balance, beginning of year	15	179,154	15	179,154
Balance, end of year	15	179,154	15	179,154

## MTY Franchising USA, Inc.

### Notes to the consolidated financial statements

Years ended November 30, 2021 and 2020

(In thousands of US dollars)

## 18. Financial instruments

In the normal course of business, the Company uses various financial instruments which by their nature involve risk, including market risk and the credit risk of non-performance by counterparties. These financial instruments are subject to normal credit standards, financial controls, risk management as well as monitoring procedures.

### *Fair value of recognized financial instruments*

The Company has determined that the fair value of its financial assets and financial liabilities with short-term maturities approximates their carrying value. These financial instruments include cash, restricted cash, accrued liabilities, promotional funds payable, and advances from parent company and from companies under common control.

The table below shows the fair value and the carrying value of other financial instruments as at November 30, 2021 and November 30, 2020. Since estimates are used to determine fair value, they must not be interpreted as being realizable in the event of a settlement of the instruments.

	2021		2020	
	Carrying amount	Fair value	Carrying amount	Fair value
	\$	\$	\$	\$
Financial assets				
Loans receivable	1,112	1,112	1,609	1,609

### *Determination of fair value*

The following methods and assumptions were used to estimate the fair values of each class of financial instruments:

*Cash, restricted cash, accounts receivable, receivable from ultimate parent, deposits, accounts payable, accrued liabilities, advances from parent company, advances from companies under common control* – The carrying amounts approximate fair values due to the short maturity of these financial instruments.

### *Risk management policies*

The Company, through its financial assets and financial liabilities, is exposed to various risks. The following analysis provides a measurement of risks as at November 30, 2021.

### *Credit risk*

The Company's credit risk is primarily attributable to its trade receivables, loans receivable and deposits. For accounts receivable and loans receivable, the amounts disclosed on the consolidated balance sheets are net of allowances for bad debts, estimated by the Company's management based on past experience and counterparty specific circumstances. The Company believes that the credit risk of accounts receivable is limited for the following reasons:

- The Company's broad client base is spread mostly across the U.S., which limits the concentration of credit risk.
- The Company accounts for specific bad debt provisions when management considers that the expected recovery is less than the actual account receivable.

## MTY Franchising USA, Inc.

### Notes to the consolidated financial statements

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(In thousands of US dollars)

The credit risk on cash is limited because the Company invests its excess liquidity in high-quality financial instruments and with credit-worthy counterparties.

#### 18. Financial instruments (continued)

*Risk management policies (continued)*

*Credit risk (continued)*

The credit risk on deposits is also limited as these are mostly with well-established and credit-worthy companies.

*Interest rate risk*

Interest rate risk is the Company's exposure to increases and decreases in financial instrument values caused by the fluctuation in interest rates. The Company has limited exposure to interest rate risk as its long-term loans from company under common control as well as its long-term debt have fixed interest rates.

#### 19. Revenues

Revenues are broken down as follows:

	Franchising	Corporate	2021 Total
	\$	\$	\$
Corporate store revenues	—	32,074	32,074
Royalties	94,977	—	94,977
Franchise fees, transfer fees and master license fees	3,474	—	3,474
Promotional funds	48,237	—	48,237
Program allowances	20,632	—	20,632
Breakage income	3,616	—	3,616
Resale material and retail sales	7,708	—	7,708
Other	5,937	—	5,937
	<b>184,581</b>	<b>32,074</b>	<b>216,655</b>

	Franchising	Corporate	2020 Total
	\$	\$	\$
Corporate store revenues	—	34,553	34,553
Royalties	80,231	—	80,231
Franchise fees, transfer fees and master license fees	3,174	—	3,174
Promotional funds	42,628	—	42,628
Program allowances	17,335	—	17,335
Breakage income	3,348	—	3,348
Resale material and retail sales	4,755	—	4,755
Other <sup>(1)</sup>	6,633	—	6,633
	<b>158,104</b>	<b>34,553</b>	<b>192,657</b>

## MTY Franchising USA, Inc.

### Notes to the consolidated financial statements

Years ended November 30, 2021 and 2020

(In thousands of US dollars)

- (1) Prior year amounts have been restated to reflect a reclassification between revenue and other income.

## 20. Operating expenses

Operating expenses are broken down as follows:

	<b>Franchising</b>	<b>Corporate</b>	<b>2021 Total</b>
	\$	\$	\$
Cost of goods sold	3,330	10,765	14,095
Wages and benefits	30,975	12,675	43,650
Advertising, marketing and promotion	121	2,403	2,524
Rent	3,872	4,077	7,949
Professional & consulting fees and commission	10,616	—	10,616
Office, travel, meals & entertainment and utilities	5,452	3,044	8,496
Promotional funds	48,237	—	48,237
Gift card program costs	5,012	—	5,012
Other	716	1,914	2,630
Bad debt expense (recovery)	(1,139)	7	(1,132)
	<b>107,192</b>	<b>34,885</b>	<b>142,077</b>

	<b>Franchising</b>	<b>Corporate</b>	<b>2020 Total</b>
	\$	\$	\$
Cost of goods sold	1,260	11,874	13,134
Wages and benefits	33,143	13,401	46,544
Advertising, marketing and promotion	555	2,767	3,322
Rent	4,520	4,734	9,254
Professional & consulting fees and commission	9,431	—	9,431
Office, travel, meals & entertainment and utilities	4,444	2,920	7,364
Promotional funds	42,628	—	42,628
Gift card program costs	4,143	—	4,143
Other	1,127	1,944	3,071
Bad debt expense	2,531	21	2,552
	<b>103,782</b>	<b>37,661</b>	<b>141,443</b>

#### *Franchising operations*

The franchising business mainly generates revenues from royalties, supplier contributions, franchise fees and rent.

#### *Corporate store operations*

Corporate stores generate revenues from the direct sale of prepared food to customers.



## MTY Franchising USA, Inc.

### Notes to the consolidated financial statements

Years ended November 30, 2021 and 2020

(In thousands of US dollars)

## 21. Interest expense

Interest expense is broken down as follows:

	2021	2020
	\$	\$
Interest charged by companies under common control (note 26)	16,192	16,192
Accreted interest expense on interest-bearing holdbacks	72	572
Interest expense	<b>16,264</b>	16,764

## 22. Operating lease arrangements

Operating leases as lessee relate to leases of premises in relation to the Company's operations. Leases typically have terms ranging between five and 10 years at inception. The Company does not have options to purchase the premises on any of its operating leases.

The Company has entered into various long-term leases and has sub-leased substantially all of the premises based on the same terms and conditions as the original lease to unrelated franchisees. The minimum rentals, exclusive of occupancy and escalation charges, and additional rent paid on a percentage of sales basis, payable under the leases are as follows:

	Lease commitments	Sub-leases	Net commitments
	\$	\$	\$
2022	31,759	25,471	6,288
2023	27,404	21,867	5,537
2024	21,240	16,451	4,789
2025	15,337	11,737	3,600
2026	11,426	8,357	3,069
Thereafter	16,718	10,451	6,267
	<b>123,884</b>	<b>94,334</b>	<b>29,550</b>

Operating leases as lessor relate to the properties leased or owned by the Company, with lease terms ranging between five to 10 years. Some have options to extend the duration of the agreements, for periods ranging between one and 15 years. None of the agreements contain clauses that would enable the lessee or sub-lessee to acquire the property.

The Company has recognized a liability of \$861 (November 30, 2020 – \$1,166) for the leases of premises in which it no longer has operations but retains the obligations contained in the lease agreement (note 17).

## MTY Franchising USA, Inc.

### Notes to the consolidated financial statements

Years ended November 30, 2021 and 2020

(In thousands of US dollars)

#### 23. Income taxes

The Company accounts for income taxes in accordance with ASC 740. ASC 740 prescribes the use of the liability method whereby deferred tax asset and liability account balances are determined based on differences between the financial reporting and tax bases of assets and liabilities and are measured using the enacted tax rates. The effects of future changes in tax laws or rates are not anticipated.

Under ASC 740, income taxes are recognized for the following: a) amount of tax payable for the current year and b) deferred tax liabilities and assets for future tax consequences of events that have been recognized differently in the consolidated financial statements than for tax purposes.

	2021	2020
Income tax expense (recovery)	\$	\$
Current tax expense	12,727	3,076
Deferred tax recovery	(399)	(11,133)
Total tax expense (recovery)	12,328	(8,057)

The provision for income taxes recorded in the consolidated financial statements differs from the amount which would be obtained by applying the statutory federal income tax rate of 21% (2020 – 21%) to the income for the period as follows:

	2021	2020
	\$	\$
Income (loss) before income taxes	42,296	(45,284)
Income tax expense (recovery) at federal statutory rate	8,882	(9,510)
State and local income taxes net of federal tax benefit	2,130	50
Non-deductible/non-taxable items	(2)	7,666
True up of prior year tax provision	(144)	293
Rate variation on deferred income tax	1,219	(2,429)
Revision of estimates for tax exposures	—	(4,173)
Other	243	46
Income tax expense (recovery)	12,328	(8,057)

## MTY Franchising USA, Inc.

### Notes to the consolidated financial statements

Years ended November 30, 2021 and 2020

(In thousands of US dollars)

#### 23. Income taxes (continued)

Components of the net deferred tax asset or liability:

	2021	2020
	\$	\$
Inventory	45	77
Allowance for doubtful accounts	451	401
Deferred revenue	4,018	2,770
Gift cards	14,181	13,042
Accrued liabilities	8,009	6,309
Non-capital losses and other tax credits	28	657
Total deferred tax assets	26,732	23,256
Deferred costs	(486)	(422)
Property, plant and equipment	(4,078)	(2,511)
Intangible assets	(95,623)	(94,153)
Long-term debt	(81)	(104)
Total deferred tax liabilities	(100,268)	(97,190)
Net deferred tax liability	(73,536)	(73,934)

#### 24. Supplemental cash flow information

During the year, the Company paid \$13,660 (2020 – \$2,732) in income taxes. Furthermore, there are non-cash item included in the proceeds on disposition amounting to \$1,370. The change in income taxes in operating activities in the consolidated statement of cash flows includes the reclassification of a holdback payable.

#### 25. Related party transactions

The Company has transactions in the normal course of business with its ultimate parent, parent company and companies under common control. These transactions were in the normal course of business and measured at the exchange amount, which is the amount of consideration established and agreed to by the related parties.

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# Consolidated financial statements of MTY Franchising USA, Inc.

For the years ended November 30, 2020 and 2019

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February 5, 2021

## **Report of Independent Auditors**

**To the Stockholder of  
MTY Franchising USA, Inc.**

We have audited the accompanying consolidated financial statements of MTY Franchising USA, Inc. and its subsidiaries (the Company), which comprise the consolidated balance sheets as of November 30, 2020 and November 30, 2019, and the related consolidated statements of operations and comprehensive income, changes in stockholder's equity and cash flows for the years then ended.

### **Management's Responsibility for the Consolidated Financial Statements**

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

### **Auditors' Responsibility**

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

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

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**Opinion**

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of the Company as of November 30, 2020 and November 30, 2019, 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.

*PricewaterhouseCoopers LLP<sup>1</sup>*

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<sup>1</sup> CPA auditor, CA, public accountancy permit No. A123475

**MTY Franchising USA, Inc.****Consolidated statements of operations and comprehensive income**

Years ended November 30, 2020 and 2019

(In thousands of US dollars)

	Notes	November 30, 2020	November 30, 2019
		\$	\$
<b>Revenue</b>	20	<b>193,340</b>	179,562
<b>Cost and expenses</b>			
Operating expenses	21	<b>141,443</b>	133,100
Depreciation – property, plant and equipment	8	<b>1,415</b>	886
Amortization – intangible assets	9	<b>14,174</b>	13,147
Impairment charge of property, plant and equipment	8 & 11	<b>579</b>	—
Impairment charge of intangible assets and goodwill	9, 10 & 11	<b>62,143</b>	1,249
Interest expense	22	<b>16,764</b>	15,296
Management fees charged by parent company	26	<b>1,830</b>	1,155
		<b>238,348</b>	164,833
<b>Other (loss) income</b>			
(Loss) gain on disposal of property, plant and equipment		<b>(276)</b>	69
		<b>(276)</b>	69
(Loss) income before income taxes		<b>(45,284)</b>	14,798
<b>Income tax expense (recovery)</b>	24		
Current		<b>3,076</b>	2,481
Deferred		<b>(11,133)</b>	868
		<b>(8,057)</b>	3,349
<b>Net (loss) income and comprehensive (loss) income</b>		<b>(37,227)</b>	11,449

The accompanying notes are an integral part of these consolidated financial statements.



**MTY Franchising USA, Inc.****Consolidated statements of changes in stockholder's equity**

Years ended November 30, 2020 and 2019

(In thousands of US dollars)

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	<b>Common stock issued</b>	<b>Common stock value</b>	<b>Retained earnings</b>	<b>Total stockholder's equity</b>
		\$	\$	\$
Balance as at November 30, 2018	5	89,154	33,703	122,857
Share issuance (note 18)	10	90,000	—	90,000
Net income and comprehensive income	—	—	11,449	11,449
Balance as at November 30, 2019	15	179,154	45,152	224,306
Net loss and comprehensive loss	—	—	(37,227)	(37,227)
Balance as at November 30, 2020	<b>15</b>	<b>179,154</b>	<b>7,925</b>	<b>187,079</b>

The accompanying notes are an integral part of these consolidated financial statements.

**MTY Franchising USA, Inc.**  
**Consolidated balance sheets**

As at November 30, 2020 and 2019  
(In thousands of US dollars)

	Notes	November 30, 2020	November 30, 2019
		\$	\$
<b>Assets</b>			
<b>Current assets</b>			
Cash		16,017	24,126
Restricted cash		361	361
Accounts receivable	5	19,559	15,557
Inventories		2,296	1,290
Assets held for sale	6	—	8,338
Current portion of loans receivable	7	690	727
Receivable from company under common control	14	11	—
Receivable from ultimate parent	14 and 26	58,895	5,215
Prepaid expenses and deposits		3,585	5,210
Other current assets		1,030	—
		<b>102,444</b>	<b>60,824</b>
Loans receivable	7	919	646
Contract cost asset		2,291	2,153
Property, plant and equipment	8	2,741	3,889
Intangible assets	9	425,894	453,490
Goodwill	10	185,576	233,743
		<b>617,421</b>	<b>693,921</b>
		<b>719,865</b>	<b>754,745</b>
<b>Liabilities</b>			
<b>Current liabilities</b>			
Accounts payable		12,225	9,145
Accrued liabilities		23,270	25,932
Gift card liability	12	70,571	68,097
Promotional funds payable		10,589	4,292
Current portion of deferred revenue and deposits	13	5,894	6,148
Income taxes payable	24	11,904	11,712
Advance from parent company	14 and 26	1,830	1,275
Advances from companies under common control	14 and 26	184	278
Current portion of long-term debt	16	3,810	2,834
		<b>140,277</b>	<b>129,713</b>
Long-term loan from company under common control	15	299,850	299,850
Long-term debt	16	—	2,180
Deferred revenue and deposits	13	18,725	13,462
Deferred income taxes	24	73,934	85,234
		<b>532,786</b>	<b>530,439</b>

## MTY Franchising USA, Inc.

### Consolidated balance sheets (continued)

As at November 30, 2020 and 2019

(In thousands of US dollars)

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	Notes	November 30, 2020	November 30, 2019
		\$	\$
<b>Stockholder's equity</b>			
Common stock	18	179,154	179,154
Retained earnings		7,925	45,152
		<b>187,079</b>	<b>224,306</b>
		<b>719,865</b>	<b>754,745</b>

Contingencies

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The accompanying notes are an integral part of these consolidated financial statements.

Approved by the Board on February 5, 2021

\_\_\_\_\_, Director

**MTY Franchising USA, Inc.**  
**Consolidated statements of cash flows**

Years ended November 30, 2020 and 2019  
(In thousands of US dollars)

Notes	<b>November 30, 2020</b>	November 30, 2019
	\$	\$
<b>Operating activities</b>		
Net (loss) income	(37,227)	11,449
Items not affecting cash, restricted cash		
Depreciation – property, plant and equipment	1,415	886
Amortization – intangible assets	14,174	13,147
Interest expense	16,764	15,296
Loss (gain) on disposal of property, plant and equipment	276	(69)
Impairment charge of property, plant and equipment	579	—
Impairment charge of intangible assets and goodwill	62,143	1,249
Deferred income tax (recovery) expense	(11,133)	868
	<b>46,991</b>	42,826
Interest paid	(16,192)	(14,365)
Changes in non-cash working capital items		
Accounts receivable	(4,344)	167
Inventories	(1,006)	10
Prepaid expenses and deposits	1,487	518
Loans receivable	(236)	869
Other current assets	(1,030)	—
Income taxes	25	(2,959)
Accounts payable	3,080	(1,233)
Accrued liabilities	(2,662)	(742)
Promotional funds payable	6,297	(163)
Gift card liability	2,474	3,019
Deferred revenue and deposits	5,009	1,645
Other	(703)	—
Net cash provided from operating activities	<b>39,190</b>	29,592

**MTY Franchising USA, Inc.****Consolidated statements of cash flows (continued)**

Years ended November 30, 2020 and 2019

(In thousands of US dollars)

	Notes	<b>November 30, 2020</b>	November 30, 2019
		\$	\$
<b>Investing activities</b>			
Net cash outflow on acquisitions, net of cash acquired		—	(190,291)
Additions to property, plant and equipment		<b>(1,273)</b>	(1,075)
Additions to intangible assets		<b>(68)</b>	(35)
Proceeds on disposal of property, plant and equipment and assets held for sale		<b>8,705</b>	5,632
Net cash provided from (used in) investing activities		<b>7,364</b>	<b>(185,769)</b>
<b>Financing activities</b>			
Net advance to ultimate parent		<b>(53,125)</b>	(13,423)
Net advance (to) from companies under common control		<b>(105)</b>	100,034
Issuance of shares to parent company		—	90,000
Repayment of long-term debt		<b>(1,433)</b>	(6,277)
Net cash (used in) provided from financing activities		<b>(54,663)</b>	170,334
Net (decrease) increase in cash, restricted cash		<b>(8,109)</b>	14,157
Cash, restricted cash, beginning of year		<b>24,487</b>	10,330
<b>Cash, restricted cash, end of year</b>		<b>16,378</b>	24,487

**Supplemental cash flow information**

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The accompanying notes are an integral part of these consolidated financial statements.

# MTY Franchising USA, Inc.

## Notes to the consolidated financial statements

Years ended November 30, 2020 and 2019

(In thousands of US dollars)

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### 1. Nature of operations

MTY Franchising USA, Inc. (the “Company” or “MTY USA”) was incorporated on March 14, 2001. The Company develops and franchises restaurants under a multitude of different banners in the United States of America (the “U.S.”).

### 2. Significant accounting policies

#### *Basis of presentation*

The accounting policies of the Company are in accordance with accounting principles generally accepted in the U.S. (“U.S. GAAP”). The Company uses the U.S. dollar as its functional and reporting currency, and tabular amounts are rounded to the nearest thousand (\$000) except when otherwise indicated. MTY USA is a wholly owned subsidiary of MTY Food Group Inc.

The preparation of the consolidated financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements and the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates.

Presented below are those policies considered particularly significant:

#### *Basis of consolidation*

The consolidated financial statements reflect the financial position and operating results of the Company, including wholly owned subsidiaries and investees that we control.

The principal subsidiaries of the Company are as follows:

<u>Principal subsidiaries</u>	<u>Percentage of equity interest</u>
	%
BF Acquisition Holdings, LLC	100
Built Franchise Systems, LLC	100
CB Franchise Systems, LLC	100
Kahala Brands Ltd.	100
Papa Murphy’s Holdings Inc.	100

Revenues and expenses of subsidiaries are included in the consolidated statement of operations and comprehensive income from the effective date of acquisition. The subsidiaries are consolidated from the acquisition date until the date on which the Company ceases to control them.

All intercompany transactions, balances, revenues and expenses are eliminated in full upon consolidation.

## MTY Franchising USA, Inc.

### Notes to the consolidated financial statements

Years ended November 30, 2020 and 2019

(In thousands of US dollars)

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## 2. Significant accounting policies (continued)

### *Business combinations*

The Company accounts for acquired businesses using the acquisition method of accounting in accordance with Financial Accounting Standards Board (“FASB”) Accounting Standards Codification (“ASC”) 805, Business Combinations. The consideration transferred for the acquisition is the fair values of the assets transferred, the liabilities incurred, and the equity interest issued. The consideration transferred includes the fair value of any asset or liability resulting from a contingent consideration arrangement. Acquisition-related costs are expensed as incurred. Identifiable assets acquired and liabilities and contingent liabilities assumed in a business combination are measured initially at their fair value at the acquisition date.

Goodwill is measured as the excess of the purchase price over the estimated fair values of the net assets acquired. If, after reassessment, the net of the acquisition date amounts of the identifiable assets acquired and liabilities assumed exceeds the sum of the consideration transferred, the amount of any non-controlling interests in the acquiree and the fair value of the acquirer’s previously held interest in the acquiree (if any), the excess is recognized immediately in profit or loss as a bargain purchase gain.

Goodwill reflects how the acquisition will impact the Company’s ability to generate future profits in excess of existing profits. The consideration paid mostly relates to combined synergies, related mainly to revenue growth. These benefits are not recognized separately from goodwill as they do not meet the recognition criteria for identifiable intangible assets.

When the consideration transferred by the Company in a business combination includes assets or liabilities resulting from a contingent consideration arrangement, the contingent consideration is measured at its acquisition date fair value and included as part of the consideration transferred in a business combination.

When a business combination is achieved in stages, the Company’s previously held equity interest in the acquiree is remeasured to fair value at the acquisition date (i.e. the date when the Company obtains control) and the resulting gain or loss, if any, is recognized in profit or loss. Amounts arising from interests in the acquiree prior to the acquisition date that have previously been recognized in other comprehensive income are reclassified to profit or loss where such treatment would be appropriate if that interest were disposed of.

If the initial accounting for a business combination is incomplete by the end of the reporting period in which the combination occurs, the Company reports provisional amounts for the items for which the accounting is incomplete. Those provisional amounts are adjusted retrospectively during the measurement period or additional assets or liabilities are recognized, to reflect new information obtained about facts and circumstances that existed at the acquisition date that, if known, would have affected the amounts recognized at that date.

### *Goodwill*

Goodwill represents the excess of cost over the net tangible assets and identifiable intangible assets of acquired businesses. Goodwill is carried at cost reduced by previous impairment losses, if any.

## MTY Franchising USA, Inc.

### Notes to the consolidated financial statements

Years ended November 30, 2020 and 2019

(In thousands of US dollars)

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## 2. Significant accounting policies (continued)

### *Functional currency*

The functional currency of the Company and its subsidiaries is the US dollar. The Company translates monetary assets and liabilities that are denominated in currencies other than the US dollar at the exchange rates prevailing at the end of the reporting period; non-monetary assets denominated in foreign currencies are translated using the exchange rate prevailing at the transaction date; all revenue and expense items denominated in foreign currencies are translated at the exchange rate prevailing at the transaction date. All foreign exchange gains and losses are reported in profit or loss.

### *Revenue recognition*

Revenue is recognized upon the transfer of control of promised goods or services to customer in an amount that reflects the consideration the Company expects to receive for those goods or services.

### *Revenue from franchise locations*

- i) Royalties are based either on a percentage of gross sales as reported by the franchisees or on a fixed monthly fee. They are recognized on an accrual basis in accordance with the substance of the relevant agreement, as they are earned.
- ii) Promotional fund contributions are based on a percentage of gross sales as reported by the franchisees. Corresponding promotional fund transfers are presented directly on the consolidated balance sheets. The Company is not entitled to retain these promotional fund payments received and is obligated to transfer these funds to be used solely for use in promotional and marketing-related costs for specific restaurant banners. The Company sometimes charges a fee for the administration of the promotional funds.
- iii) Initial franchise fees are recognized on a straight-line basis over the term of the franchise agreement as the performance obligation relating to franchise rights is fulfilled. Amortization begins once the restaurant has opened.
- iv) Upfront fees related to master license agreements are recognized over the term of the master license agreements on a straight-line basis.
- v) Renewal fees and transfer fees are recognized on a straight-line basis over the term of the related franchise agreement.
- vi) The Company earns rent revenue on certain leases it holds; the Company's policy is described below.
- vii) Revenue from equipment sale and retail sales are recognized upon transfer of control, generally upon shipment of the equipment or goods. This revenue is recorded in resale material and retail sales.
- viii) The Company recognizes breakage income proportionately as each gift card is redeemed, based on the historical redemption patterns of the gift cards. The Company also charges various program fees to its franchisees as gift cards are redeemed. Notably, this does not apply to gift card liabilities assumed in a business acquisition, which are accounted for at fair value at acquisition date.
- ix) The Company receives considerations from certain suppliers. Fees are generally earned based on the value of purchases during the period. Agreements that contain an initial upfront fee, in addition to ongoing fees, are recognized on a straight-line basis over the term of the respective agreement. Supplier contributions are recognized as revenue as they are earned and are recorded in franchising revenue.



## MTY Franchising USA, Inc.

### Notes to the consolidated financial statements

Years ended November 30, 2020 and 2019

(In thousands of US dollars)

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## 2. Significant accounting policies (continued)

### *Revenue from franchise locations (continued)*

- x) The Company earns e-commerce fees, which includes point-of-sale (“POS”) support fees transaction fees for purchase made through one of the Company’s brands’ e-commerce platform. POS supports fees are received quarterly in advance and are recognized over the period they cover. Transaction fees are recognized when the food items purchased from a store are delivered or pick up by customers.

### *Revenue from corporate-owned locations*

Revenue from corporate-owned locations is recorded when goods are delivered to customers.

### *Contract cost asset*

The Company recognizes incremental costs of obtaining a contract as an asset if they are expected to be recoverable, unless their amortization period would be less than one year, in which case they are expensed as incurred. The costs are amortized to operating expenses over the term of the related franchise agreement.

### *Leasing*

Leases are classified as capital leases whenever the terms of the lease transfer substantially all the risks and rewards of ownership to the lessee. All other leases are classified as operating leases.

#### The Company as lessor

Rental income from operating leases is recognized on a straight-line basis over the term of the relevant lease.

#### The Company as lessee

Operating lease payments are recognized as an expense on a straight-line basis over the lease term, except where another systematic basis is more representative of the time pattern in which economic benefits from the leased asset are consumed. Contingent rentals arising under operating leases are recognized as an expense in the period in which they are incurred.

In the event that lease incentives are received to enter into operating leases, such incentives are recognized as a liability. The aggregate benefit of incentives is recognized as a reduction of rental expense on a straight-line basis, except where another systematic basis is more representative of the time pattern in which economic benefits from the leased asset are consumed.

### *Income taxes*

The Company accounts for income taxes pursuant to ASC 740, Income Taxes (“ASC 740”). Deferred tax assets and liabilities are recorded for differences between the financial statement and tax basis of the assets and liabilities that will result in taxable or deductible amounts in the future based on enacted tax laws and rates. Valuation allowances are established when necessary to reduce deferred tax assets to the amount expected to be realized. Income tax expense is recorded for the amount of income tax payable or refundable for the period increased or decreased by the change in deferred tax assets and liabilities during the period.

## MTY Franchising USA, Inc.

### Notes to the consolidated financial statements

Years ended November 30, 2020 and 2019

(In thousands of US dollars)

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## 2. Significant accounting policies (continued)

### *Income taxes (continued)*

The Company recognizes the financial statement benefit of a tax position only after determining that the relevant tax authority would more likely than not sustain the position following an audit. For tax positions meeting the more-likely-than-not threshold, the amount recognized in the financial statements is the largest benefit that has a greater than 50 percent likelihood of being realized upon ultimate settlement with the relevant tax authority.

### *Allowance for doubtful accounts*

Allowance for doubtful accounts is calculated based on historical experience, customer credit risk and application of the specific identification method.

### *Assets held for sale*

Assets are classified as held for sale when management with the appropriate authority commits to a plan to sell the assets, the assets are available for immediate sale, the assets are actively marketed at a reasonable price, the sale is probable within a year, and certain other criteria met. Assets held for sale consist primarily of Company-owned stores where the Company has committed to a plan to sell specific stores. Assets designated as held for sale are held at the lower of the net book value or fair value less costs to sell. Depreciation is not charged against property, plant and equipment classified as assets held for sale.

### *Property, plant and equipment*

Cost includes expenditures that are directly attributable to the acquisition of the asset, including any costs directly attributable to bringing the asset to a working condition for its intended use.

Equipment, leasehold improvements, rolling stock and computer hardware are stated at cost less accumulated depreciation and accumulated impairment losses.

Depreciation is recognized so as to write off the cost or valuation of assets less their residual values over their useful lives, using the straight-line method. The estimated useful lives, residual values and depreciation methods are reviewed at the end of each year, with the effect of any changes in estimate accounted for on a prospective basis.

An item of property, plant and equipment is derecognized upon disposal or when no future economic benefits are expected to arise from the continued use of the asset. Any gain or loss arising on the disposal or retirement of an item of property, plant and equipment is determined as the difference between the sales proceeds and the carrying amount of the asset and is recognized in profit or loss.

Depreciation is based on the following terms:

Equipment	Straight-line	Three to 10 years
Leasehold improvements	Straight-line	Term of the lease
Rolling stock	Straight-line	Five to seven years
Computer hardware	Straight-line	Three to seven years

## MTY Franchising USA, Inc.

### Notes to the consolidated financial statements

Years ended November 30, 2020 and 2019

(In thousands of US dollars)

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## 2. Significant accounting policies (continued)

### *Intangible assets*

#### Intangible assets acquired separately

Intangible assets with finite useful lives that are acquired separately are carried at cost less accumulated amortization and accumulated impairment losses, if applicable. Amortization is recognized on a straight-line basis over their estimated useful lives. The estimated useful lives and amortization methods are reviewed at the end of each year, with the effect of any changes in estimate being accounted for on a prospective basis. Intangible assets with indefinite useful lives that are acquired separately are carried at cost less accumulated impairment losses, if applicable.

#### Intangible assets acquired in a business combination

Intangible assets acquired in a business combination and recognized separately from goodwill are initially recognized at their fair value at the acquisition date.

Subsequent to initial recognition, intangible assets having a finite life acquired in a business combination are reported at cost less accumulated amortization and accumulated impairment losses, if applicable, on the same basis as intangible assets that are acquired separately. Intangible assets having an indefinite life are not amortized and are therefore carried at cost reduced by previous impairment losses, if applicable.

#### Derecognition of intangible assets

An intangible asset is derecognized on disposal, or when no future economic benefits are expected from use or disposal. Gains or losses arising from derecognition of an intangible asset, measured as the difference between the net disposal proceeds and the carrying amount of the asset, are recognized in profit or loss when the asset is derecognized.

The Company currently carries the following intangible assets in its books:

#### *Franchise rights*

The franchise rights acquired through business combinations are recognized at the fair value of the estimated future cash inflows related to the acquisition of franchises. The franchise rights are generally amortized on a straight-line basis over the term of the agreements which typically range between 10 to 20 years.

#### *Trademarks*

Trademarks acquired through business combinations are recognized at their fair value at the time of the acquisition and are not amortized. Trademarks are determined to have an indefinite useful life based on their brand recognition and their ability to generate revenue through changing economic conditions with no foreseeable time limit.

#### *Other*

Included in other intangible assets are purchased software, which are being amortized over their expected useful life on a straight-line basis.

## MTY Franchising USA, Inc.

### Notes to the consolidated financial statements

Years ended November 30, 2020 and 2019

(In thousands of US dollars)

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## 2. Significant accounting policies (continued)

### *Intangible assets (continued)*

#### *Impairment of long-lived assets other than goodwill*

The Company continually reviews whether events or circumstances subsequent to the acquisition of any long-lived assets, including intangible assets with finite useful lives, have occurred that indicate the remaining estimated useful lives of those assets may warrant revision or that the remaining balance of those assets may not be recoverable. If events and circumstances indicate that the long-lived assets should be reviewed for possible impairment, the Company uses projections to assess whether future cash flows on an undiscounted basis related to the assets exceed the recorded carrying amount of those assets to determine if an asset is impaired. Should an impairment be identified, a loss would be recorded to the extent that the carrying value of the impaired assets exceeds their fair values as determined by valuation techniques appropriate in the circumstances that could include the use of similar cash flow projections on a discounted basis. The reporting units of indefinite intangible assets are individual brands, comprised of franchise rights, trademarks, and perpetual licenses.

#### *Impairment of goodwill*

For the purposes of impairment testing, goodwill is allocated to the unit or group of units ("reporting unit") that are considered to represent the lowest level within the group at which the goodwill is monitored for internal management purposes. As at November 30, 2020, goodwill is allocated as follows:

	<b>Reporting unit description</b>
U.S. excluding Papa Murphy's goodwill	A group of units comprised of acquired brands in the U.S., excluding the Papa Murphy's brand
Papa Murphy's goodwill	One unit comprised of the Papa Murphy's brand

Goodwill is tested for impairment on an annual basis (August 31 for the Company) and between annual tests if an event occurs or circumstances change that would more likely than not reduce the fair value of a reporting unit below its carrying value. Fair value is determined using a discounted cash flow methodology with a risk adjusted weighted average cost of capital.

#### *Cash and restricted cash*

Cash and restricted cash include cash on hand and short-term investments, if any, with maturities upon acquisition of generally three months or less or that are redeemable at any time at full value and for which the risk of a change in value is not significant. As at November 30, 2020, cash and restricted cash included \$361 of restricted cash (2019 - \$361) is required as part of guarantees on certain lease commitments.

#### *Inventories*

Inventories are measured at the lower of cost and market value. Costs of inventories are determined on a first-in-first-out basis and include acquisition costs and other costs incurred to bring inventories to their present location and condition.

## MTY Franchising USA, Inc.

### Notes to the consolidated financial statements

Years ended November 30, 2020 and 2019

(In thousands of US dollars)

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## 2. Significant accounting policies (continued)

### *Inventories (continued)*

Market value represents the current replacement cost, provided that the cost does not exceed the net realizable value or is not less than the net realizable value reduced by a normal profit margin.

### *Contingencies*

#### *Litigation, disputes and closed stores*

Contingencies for the expected cost of litigation, disputes and the cost of settling leases for closed stores are recognized when it becomes probable the Company will be required to settle the obligation, at management's best estimate of the expenditure required to settle the Company's obligation.

#### *Contingent liabilities acquired in a business combination*

Contingent liabilities acquired in a business combination are initially measured at fair value at the acquisition date. At the end of subsequent reporting periods, such contingent liabilities are measured at the higher of the amount that would be recognized, and the amount initially recognized less cumulative amortization recognized, if any.

### *Financial instruments*

The Company's financial instruments consist of cash, restricted cash, accounts receivable, loans receivable, receivable from company under common control, receivable from ultimate parent, accounts payable, accrued liabilities, promotional funds payable, advance from parent company, advances from companies under common control, long-term loans from company under common control and long-term debt. Unless otherwise noted, it is management's opinion that the Company is not exposed to significant interest, currency or credit risks arising from these financial instruments. The fair values for cash, restricted cash, accounts receivable, loans receivable, receivable from ultimate parent, accounts payable, accrued liabilities, promotional funds payable, advance from ultimate parent, advance from parent company and advances from companies under common control approximate their carrying values due to their immediate or short-term maturities, unless otherwise noted. Long-term loans from company under common control and long-term debt are measured at amortized cost using the effective interest method.

### *Promotional funds*

Pursuant to the franchise agreements, franchisees must pay a fee to the promotional fund. These amounts are collected by the Company in its capacity as agent and must be used for promotional and advertising purposes, since the amounts are set aside to promote the respective banners for the franchisees' benefit. The promotional funds collected, and the related expenditures are reported on a gross basis in the consolidated statements of operations and comprehensive income. To the extent that promotional funds received exceed the related promotional expenditures, the excess contributions will be recorded in accounts payable or accrued liabilities.

Cash held pursuant to the promotional funds received are classified as unrestricted cash as there are no legal restrictions on the use of these funds; however, the Company intends to use these funds solely to support the promotional funds rather than to fund its ongoing operations. Promotional funds are currently in a net liability position amounting to \$9,559 (2019 – \$4,292).

## **MTY Franchising USA, Inc.**

### **Notes to the consolidated financial statements**

Years ended November 30, 2020 and 2019

(In thousands of US dollars)

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## **2. Significant accounting policies (continued)**

### *Subsequent events*

Subsequent events were evaluated through the date that the consolidated financial statements were issued, which was February 5, 2021.

### *Estimates and assumptions*

#### *Business combinations*

For business combinations, the Company must make assumptions and estimates to determine the purchase price accounting of the business being acquired. To do so, the Company must determine the acquisition date fair value of the identifiable assets acquired, including such intangible assets as franchise rights and master franchise rights, trademarks, step-in rights and liabilities assumed. Among other things, the determination of these fair market values involves the use of discounted cash flow analyses and future system sales growth. Goodwill is measured as the excess of the fair value of the consideration transferred including the recognized amount of any non-controlling interest in the acquiree over the net recognized amount of the identifiable assets acquired and liabilities assumed, all measured at the acquisition date. These assumptions and estimates have an impact on the asset and liability amounts recorded in the consolidated statement of financial position on the acquisition date. In addition, the estimated useful lives of the acquired amortizable assets, the identification of intangible assets and the determination of the indefinite or finite useful lives of intangible assets acquired will have an impact on the Company's future profit or loss.

#### *Goodwill and indefinite-lived intangible assets*

The fair value calculation includes estimates of revenue growth, which are based on past performance and internal projections for the intangible asset group's forecasted growth, and royalty rates, which are adjusted for our particular facts and circumstances. The discount rate is selected based on the estimated cost of capital that reflects the risk profile of the related business. These estimates are highly subjective, ability to achieve the forecasted cash flows used in our fair value calculations is affected by factors such as the success of strategic initiatives, changes in economic conditions, changes in our operating performance and changes in our business strategies.

#### *Contingencies*

The Company makes assumptions and estimations based on its current knowledge of future disbursements it will have to make in connection with various events that have occurred in the past and for which the amount to be disbursed and the timing of such disbursement are uncertain at the date of producing its financial statements. This includes contingencies for onerous contracts, litigations and disputes and other contingencies.

#### *Gift card liabilities*

Management is required to make certain assumptions in both the prorated recognition based on redemption pattern and remoteness recognition of gift card breakage. The significant estimates are breakage rate and the redemption patterns.

## MTY Franchising USA, Inc.

### Notes to the consolidated financial statements

Years ended November 30, 2020 and 2019

(In thousands of US dollars)

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## 2. Significant accounting policies (continued)

### *Estimates and assumptions (continued)*

#### *Impact of COVID-19*

In December 2019, a novel strain of coronavirus was reported to have surfaced, later to be renamed COVID-19. The spread of this virus caused business disruption beginning in March 2020, due to the closure or modified operating hours in certain restaurants, and traffic decline in the U.S.

Further while the disruption is currently expected to come in waves, there is uncertainty around the duration of the pandemic, its medium to longer term impact on the economy and the rules that will apply to MTY USA's restaurants as sheltering measures are gradually reduced. The impact of the virus and the efforts to stop it impact MTY USA and many of its franchisees materially.

As a result of the continued and uncertain economic and business impacts of the COVID-19 pandemic, the Company continues to monitor the estimates, judgments and assumptions used in the consolidated financial statements. These estimates, judgments and assumptions are subject to change.

The consolidated financial statements have been impacted with respect to the following as a result of COVID-19:

- Additional expected credit losses on accounts receivable and loans receivable were taken;
- Impairment testing on property, plant and equipment was carried out, resulting in impairments;
- Impairment testing on franchise rights, trademarks and goodwill was carried out and material impairments were recorded; and
- Provisions for closed stores, and related litigations and disputes were increased to reflect new risks.

## MTY Franchising USA, Inc.

### Notes to the consolidated financial statements

Years ended November 30, 2020 and 2019

(In thousands of US dollars)

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### 3. Changes in accounting policies

*New accounting pronouncements adopted during the year*

<b>Standard</b>	<b>Issue date</b>	<b>Effective date for the Company</b>	<b>Impact</b>
ASU 2016-16 – Income taxes (topic 740) Intra-entity transfer of assets other than inventory	October 2016	December 1, 2019	No material impact
ASU 2016-01 – Recognition and Measurement of Financial Assets and Financial Liabilities	January 2016	December 1, 2019	No impact
ASU 2017-01 – Clarifying the definition of a business	January 2017	December 1, 2019	No impact

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*Incoming new standards affecting the Company not yet adopted*

#### **ASU 2016-02 – Leases (Topic 842) (“ASU 2016-02”) and ASU 2020-05 – Revenue from contracts with customers (Topic 606) and Leases (Topic 842): Effective dates for certain entities (“ASU 2020-05”)**

In February 2016, the FASB issued new guidance on leases. The new guidance requires lessees to recognize on the balance sheet the assets and liabilities for the rights and obligations created by finance and operating leases with lease terms of more than 12 months, amends various other aspects of accounting for leases by lessees and lessors, and requires enhanced disclosures. The new guidance requires a modified retrospective transition approach with application in all comparative periods presented (the “comparative method”), or alternatively, as of the effective date as the date of initial application without restating comparative period financial statements (the “effective date method”). The new guidance also provides several practical expedients and policies that companies may elect under either transition method.

In June 2020, as a result of the adverse impact of the COVID-19 pandemic on the global economy, causing significant and widespread business and capital market disruptions, the FASB issued ASU 2020-05 as a limited deferral of the effective date of ASU 2016-02 to provide immediate, near-term relief for certain entities for whom this update was either currently or imminently effective. Under ASU 2020-05, the FASB deferred the effective date for (a) public not-for-profit entities that have not yet issued (or made available for issuance) financial statements to annual reporting periods beginning after December 15, 2019 (including interim periods therein); and (b) private entities to annual reporting periods beginning after December 15, 2021 and interim periods within annual reporting periods beginning after December 15, 2022. Earlier application is permitted for all entities. The Company intends to defer its adoption of ASU 2016-02 to the fiscal year beginning after December 1, 2022.



## MTY Franchising USA, Inc.

### Notes to the consolidated financial statements

Years ended November 30, 2020 and 2019

(In thousands of US dollars)

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### 3. Changes in accounting policies (continued)

*Incoming new standards affecting the Company not yet adopted (continued)*

#### **ASU 2016-02 – Leases (Topic 842) (“ASU 2016-02”) and ASU 2020-05 – Revenue from contracts with customers (Topic 606) and Leases (Topic 842): Effective dates for certain entities (“ASU 2020-05”) (continued)**

The Company elected to apply the effective date method and the package of practical expedients under which it will not reassess the classification of our existing leases, re-evaluate whether any expired or existing contracts are or contain leases or reassess initial direct costs under the new guidance. Additionally, the Company has elected lessee and lessor practical expedients to not separate non-lease components from lease components. The Company did not elect the practical expedient that permits a reassessment of lease terms for existing leases. The Company performed a preliminary analysis of the impact of the new lease guidance and is in the process of completing the final phase of a comprehensive plan for its implementation of the new guidance, including implementation of a new lease accounting system. Upon its transition to the new guidance, the Company anticipates a lease liability to be recorded that is in line with lease commitments identified in note 23, adjusted for discount rates, options and as well the Company will be recording a corresponding lease receivable or right-of-use asset. MTY USA is still determining the key estimates surrounding the implementation of this standard.

#### **ASU 2016-13 – Financial Instruments (“ASU 2016-13”)**

In June 2016, the FASB issued Accounting Standards Update (“ASU”) 2016-13 “Financial Instruments - Credit Losses (Topic 326) Measurement of Credit Losses on Financial Instruments.”

ASU 2016-13 requires an entity to utilize a new impairment model known as the current expected credit loss (“CECL”) model to estimate its lifetime “expected credit loss” and record an allowance that, when deducted from the amortized cost basis of the financial asset, presents the net amount expected to be collected on the financial asset. The CECL model is expected to result in more timely recognition of credit losses. ASU 2016-13 also requires new disclosures for financial assets measured at amortized cost, loans and available-for-sale debt securities. ASU 2016-13 is effective for the Company beginning after December 1, 2021.

The Company currently uses the simplified expected credit-loss (“ECL”) model for its trade receivables, which permits the use of the lifetime expected loss provision for all trade receivables and also incorporates forward-looking information. Lifetime ECL represents the ECL that will result from all probable default events over the expected life of a financial instrument.

For its loans receivable balance carried at amortized cost, the Company currently uses the general ECL model. Unlike the simplified approach, the general ECL model depends on whether there has been a significant increase in credit risk. The Company considers the probability of default upon initial recognition of the financial asset and whether there has been a significant increase in credit risk on an ongoing basis throughout each reporting period. To assess whether there is a significant increase in credit risk, the Company compares the risk of a default occurring on the asset as at the reporting date with the risk of default as at the date of initial recognition of the financial asset.

## MTY Franchising USA, Inc.

### Notes to the consolidated financial statements

Years ended November 30, 2020 and 2019

(In thousands of US dollars)

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### 3. Changes in accounting policies (continued)

*Incoming new standards affecting the Company not yet adopted (continued)*

#### **ASU 2016-13 – Financial Instruments (“ASU 2016-13”) (continued)**

A significant increase in credit risk is assessed based on changes in the probability of default since initial recognition along with borrower-specific qualitative information, or when loans are more than 30 days past due. Loans are considered impaired and in default when they are 90 days past due or there is sufficient doubt regarding the ultimate collectability of principal and/or interest. Loans that are 180 days past due are written down to the present value of the expected future cash flows. Impairment under the general ECL model is assessed on an individual basis. In assessing the risk of default, the Company also incorporates available reasonable and supportive forward-looking information.

When credit risk is assessed as being low or when there has not been a significant increase in credit risk since initial recognition, the ECL is based on a 12-month ECL which represents the portion of lifetime ECL expected to occur from default events that are possible within 12 months after the reporting date. If a significant increase in credit risk has occurred throughout a reporting period, impairment is based on lifetime ECL.

The adoption of ASU 2016-13 is not expected to result in a material change to the Company’s allowance for trade receivables and loans receivable.

#### **ASU 2017-04 – Intangibles - Goodwill and other (topic 350): simplifying the test for goodwill impairment (“ASU 2017-04”)**

In January 2017, the FASB issued guidance that simplifies the measurement of goodwill impairment. Under this new guidance, an impairment charge, if triggered, is calculated as the difference between a reporting unit’s carrying value and fair value, but it is limited to the carrying value of goodwill. The ASU will be effective for the Company for the fiscal years beginning after December 1, 2021. Early adoption is permitted. The adoption of ASU 2017-04 is not expected to result in a material change to the Company’s consolidated financial statements.

#### **ASU 2019-12 – Simplifying accounting for income taxes (“ASU 2019-12”)**

In December 2019, the FASB issued guidance to simplify the accounting for income taxes by removing certain exceptions to the general principles in Topic 740. The ASU will be effective for the Company for fiscal years beginning after December 1, 2022. Early adoption of the amendments is permitted. The Company is in the process of evaluating the impact of the amendments on its consolidated financial statements.

## MTY Franchising USA, Inc.

### Notes to the consolidated financial statements

Years ended November 30, 2020 and 2019

(In thousands of US dollars)

#### 4. Business acquisitions

##### Papa Murphy's (2019)

On May 23, 2019, the Company acquired all the outstanding shares of Papa Murphy's Holdings Inc. The purpose of the transaction was to diversify the Company's range of offering in the US with a new concept offering take-and-bake freshly made pizza.

	2019
	\$
Consideration paid:	
Cash and amount paid for early settlement of options	192,107
Less: cash acquired	(1,816)
Net consideration paid/cash outflow	<u>190,291</u>

The final purchase price allocation is as follows:

	2019		
	As previously reported	Adjustments	Final purchase price allocation
	\$	\$	\$
Net assets acquired:			
Current assets			
Cash	1,816	—	1,816
Accounts receivable	2,888	—	2,888
Inventory	891	—	891
Prepaid expenses and deposits	1,748	—	1,748
Assets held for sale <sup>(2)</sup>	15,188	(467)	14,721
	<u>22,531</u>	<u>(467)</u>	<u>22,064</u>
Property, plant and equipment	786	—	786
Other intangible assets	952	—	952
Franchise rights	33,753	—	33,753
Trademark	98,106	—	98,106
Goodwill <sup>(1 &amp; 2)</sup>	94,448	486	94,934
	<u>250,576</u>	<u>19</u>	<u>250,595</u>
Current liabilities			
Accounts payable	5,926	—	5,926
Accrued liabilities <sup>(2)</sup>	19,853	196	20,049
Gift card liability	2,117	—	2,117
	<u>27,896</u>	<u>196</u>	<u>28,092</u>
Deferred income taxes <sup>(2)</sup>	30,573	(177)	30,396
	<u>58,469</u>	<u>19</u>	<u>58,488</u>
Net purchase price	<u>192,107</u>	<u>—</u>	<u>192,107</u>

(1) Goodwill is not deductible for tax purposes.

## MTY Franchising USA, Inc.

### Notes to the consolidated financial statements

Years ended November 30, 2020 and 2019

(In thousands of US dollars)

#### 4. Business acquisitions (continued)

##### Papa Murphy's (2019) (continued)

(2) The Company has recorded adjustments to its previously reported preliminary purchase price allocation reported as at November 30, 2019 for accrued liabilities and assets held for sale.

The purchase price allocation is final.

Total expenses incurred related to acquisition costs amounted to \$3,200.

#### 5. Accounts receivable

Details of accounts receivable are as follows:

	2020	2019
	\$	\$
Total accounts receivable	23,330	17,064
Less: Allowance for doubtful accounts	(3,771)	(1,507)
Total accounts receivable, net	19,559	15,557
Of which:		
Not past due	13,483	12,283
Past due for more than one day but no more than 30 days	841	681
Past due for more than 31 day but no more than 60 days	707	469
Past due for more than 61 days	4,528	2,124
Total accounts receivable, net	19,559	15,557
	2020	2019
	\$	\$
Allowance for doubtful accounts, beginning of year	(1,507)	(2,009)
Current period (provision) recovery	(2,547)	269
Additions through acquisition (note 4)	—	(74)
Reversals amounts previously written off	(10)	—
Write-off	293	307
Allowance for doubtful accounts, end of year	(3,771)	(1,507)

#### 6. Assets held for sale

During the year ended November 30, 2020, the Company disposed of two portfolios comprised of seven and nine corporately-owned locations that were refranchised upon completion of the sale. The Company received a total consideration of \$8,405 (2019 – nil) for both portfolios and recorded a loss on disposal of \$93 (2019 – nil).

## MTY Franchising USA, Inc.

### Notes to the consolidated financial statements

Years ended November 30, 2020 and 2019

(In thousands of US dollars)

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#### 7. Loans receivable

Loans receivable generally result from the sales of franchises and of various advances to certain franchisees and consist of the following:

	2020	2019
	\$	\$
Loans receivable bearing interest between 0% and 8% per annum, receivable in monthly instalments of \$114 in aggregate, including principal and interest, ending in 2026	<b>1,609</b>	1,373
Current portion	<b>(690)</b>	(727)
	<b>919</b>	646

The total allowance for uncollectible amounts on loans receivable amounted to \$1,383 as at November 30, 2020 (2019 - \$1,363).

The capital repayments in subsequent years will be:

	\$
2021	690
2022	340
2023	177
2024	75
2025	61
Thereafter	266
	<u>1,609</u>

## MTY Franchising USA, Inc.

### Notes to the consolidated financial statements

Years ended November 30, 2020 and 2019

(In thousands of US dollars)

#### 8. Property, plant and equipment

Cost	Equipment	Leasehold improvements	Rolling stock	Computer hardware	Total
	\$	\$	\$	\$	\$
Balance as at November 30, 2018	1,772	79	71	145	2,067
Additions	1,054	9	4	8	1,075
Transfer from assets held for sale <sup>(1)</sup>	410	1,640	—	—	2,050
Additions through business combinations (note 4)	613	173	—	—	786
Dispositions	(523)	—	(11)	—	(534)
Balance as at November 30, 2019	<b>3,326</b>	<b>1,901</b>	<b>64</b>	<b>153</b>	<b>5,444</b>
Additions	<b>1,083</b>	<b>190</b>	<b>—</b>	<b>—</b>	<b>1,273</b>
Dispositions	<b>(844)</b>	<b>—</b>	<b>—</b>	<b>—</b>	<b>(844)</b>
Impairment (note 11)	<b>(579)</b>	<b>—</b>	<b>—</b>	<b>—</b>	<b>(579)</b>
Balance as at November 30, 2020	<b>2,986</b>	<b>2,091</b>	<b>64</b>	<b>153</b>	<b>5,294</b>

<sup>(1)</sup> As part of the acquisition of Papa Murphy's Holdings Inc., the Company identified several portfolios of corporate stores that were deemed to be assets held for sale. During the year ended November 30, 2019 a change in facts and circumstances led one portfolio to no longer meet the definition of assets held for sale and the carrying amount was transferred to property, plant and equipment. The Company recorded depreciation expense to reflect as though the asset was recorded initially to property, plant and equipment on acquisition.

Accumulated depreciation	Equipment	Leasehold improvements	Rolling stock	Computer hardware	Total
	\$	\$	\$	\$	\$
Balance as at November 30, 2018	750	14	30	80	874
Depreciation expense	489	359	9	29	886
Dispositions	(196)	—	(9)	—	(205)
Balance as at November 30, 2019	<b>1,043</b>	<b>373</b>	<b>30</b>	<b>109</b>	<b>1,555</b>
Depreciation expense	<b>756</b>	<b>632</b>	<b>7</b>	<b>20</b>	<b>1,415</b>
Dispositions	<b>(417)</b>	<b>—</b>	<b>—</b>	<b>—</b>	<b>(417)</b>
Balance as at November 30, 2020	<b>1,382</b>	<b>1,005</b>	<b>37</b>	<b>129</b>	<b>2,553</b>

Carrying amounts	Equipment	Leasehold improvements	Rolling stock	Computer hardware	Total
	\$	\$	\$	\$	\$
November 30, 2019	2,283	1,528	34	44	3,889
<b>November 30, 2020</b>	<b>1,604</b>	<b>1,086</b>	<b>27</b>	<b>24</b>	<b>2,741</b>

## MTY Franchising USA, Inc.

### Notes to the consolidated financial statements

Years ended November 30, 2020 and 2019

(In thousands of US dollars)

#### 9. Intangible assets

Cost	Franchise	Trademarks	Other	Total
	rights			
	\$	\$	\$	\$
Balance as at November 30, 2018	139,786	202,683	—	342,469
Additions	—	—	35	35
Adjustment for prior year acquisitions	7,378	11,054		18,432
Acquisition through business combinations (note 4)	33,753	98,106	952	132,811
Impairment (note 11)	(1,036)	(213)	—	(1,249)
Balance as at November 30, 2019	179,881	311,630	987	492,498
Additions	8	—	60	68
Impairment (note 11)	(4,489)	(9,001)	—	(13,490)
Balance as at November 30, 2020	<b>175,400</b>	<b>302,629</b>	<b>1,047</b>	<b>479,076</b>

Accumulated amortization	Franchise	Trademarks	Other	Total
	rights			
	\$	\$	\$	\$
Balance as at November 30, 2018	25,861	—	—	25,861
Amortization expense	12,941	—	206	13,147
Balance as at November 30, 2019	38,802	—	206	39,008
Amortization expense	<b>13,982</b>	—	<b>192</b>	<b>14,174</b>
Balance as at November 30, 2020	<b>52,784</b>	—	<b>398</b>	<b>53,182</b>

Carrying amounts	Franchise	Trademarks	Other	Total
	rights			
	\$	\$	\$	\$
November 30, 2019	141,079	311,630	781	453,490
<b>November 30, 2020</b>	<b>122,616</b>	<b>302,629</b>	<b>649</b>	<b>425,894</b>

## MTY Franchising USA, Inc.

### Notes to the consolidated financial statements

Years ended November 30, 2020 and 2019

(In thousands of US dollars)

#### 10. Goodwill

The changes in the carrying amount of goodwill are as follows:

	2020	2019
	\$	\$
Balance, beginning of year	233,743	157,727
Additional amounts recognized from business acquisitions (note 4)	—	76,016
Purchase price allocation adjustments (note 4)	486	—
Impairment (note 11)	(48,653)	—
Balance, end of year	185,576	233,743

#### 11. Impairment

During the year ended November 30, 2020, impairment indicators were identified due to the adverse impact of COVID-19, which resulted in temporary store closures and reduction in sales at franchised and corporately-owned locations. Accordingly, the Company performed impairment testing during the year, in addition to its annual impairment test as at August 31, 2020, which resulted in the recognition of \$62,722 of impairment losses. Impairment charges were based on the amount by which the carrying values of the assets exceeded fair value, determined using expected discounted future cash flows for trademarks and multi-period excess earnings for franchise rights.

Impairment by reporting unit for the year ended November 30, 2020:

	Property plant and equipment	Intangible assets <sup>(1)</sup>	Goodwill	Total
	\$	\$	\$	\$
U.S. excluding Papa Murphy's	579	13,490	48,653	62,722
Papa Murphy's	—	—	—	—
	579	13,490	48,653	62,722

<sup>(1)</sup> Comprised of \$4,489 and \$9,001 of impairment of franchise rights and trademarks, respectively.



## MTY Franchising USA, Inc.

### Notes to the consolidated financial statements

Years ended November 30, 2020 and 2019

(In thousands of US dollars)

## 11. Impairment (continued)

Impairment by reporting unit for the year ended November 30, 2019:

	Property plant and equipment	Intangible assets <sup>(1)</sup>	Goodwill	Total
	\$	\$	\$	\$
U.S. excluding Papa Murphy's	—	1,249	—	1,249
Papa Murphy's	—	—	—	—
	—	1,249	—	1,249

(1) Comprised of \$1,036 and \$213 of impairment of franchise rights and trademarks, respectively.

The key assumptions used in the Company's impairment tests, where the recoverable amount was measured as a reporting unit's value in use, are those related to uncertainties around the impact of COVID-19 on projected sales, as well as the discount rate. The sales forecasts for cash flows considered the weighted average impact of multiple scenarios based on operating results and internal forecasts prepared by management.

The following table presents the key assumptions used in the Company's impairment tests, as well as the recoverable amounts measured at value in use:

	2020		2019	
<i>(\$, except percentage data)</i>	U.S. excluding Papa Murphy's	Papa Murphy's	U.S. excluding Papa Murphy's	Papa Murphy's
Long-term growth rates	0% to 2%	0% to 2%	0% to 2%	0% to 2%
Discount rates after tax	8.3% to 9.2%	8.3% to 9.2%	8.3%	8.3%
Discount rates pre-tax	10.5% to 11.8%	10.5% to 11.8%	10.5%	10.5%
Recoverable amounts	431,609	323,543	519,482	307,425

A change of 1% in discount rates in the U.S. excluding Papa Murphy's would result in additional impairment charges on intangible assets of 11 brands (2019 – one brand) representing 2.9% (2019 – 0.7%) of the total carrying value of the franchise rights and trademarks in that unit, and additional impairment charges on goodwill representing 5.3% (2019 – nil) of the total carrying value of goodwill in that unit. A change of 1% in discount rates in the U.S. excluding Papa Murphy's would not result in additional impairment charges on property, plant and equipment for the years ended November 30, 2020 and 2019.

A change of 1% in discount rates in Papa Murphy's would not result in additional impairment charges on property, plant and equipment, intangible assets or goodwill for the years ended November 30, 2020 and 2019.

## MTY Franchising USA, Inc.

### Notes to the consolidated financial statements

Years ended November 30, 2020 and 2019

(In thousands of US dollars)

#### 12. Gift card liability

The changes in the carrying amount of the gift card liability are as follows:

	2020	2019
	\$	\$
Gift card liability, beginning of year	68,097	62,961
Activations during the period	26,186	33,921
Redemptions during the period	(19,930)	(25,518)
Gift card liability acquired (note 4)	—	2,117
Deferred program fees and other	(434)	(806)
Gift card breakage recorded	(3,348)	(4,578)
Gift card liability, end of year	70,571	68,097

#### 13. Deferred revenue and deposits

	2020	2019
	\$	\$
Franchise fee deposits	17,628	15,286
Unearned rent	1,926	2,528
Supplier contributions and other allowances	5,065	1,796
	24,619	19,610
Current portion	(5,894)	(6,148)
	18,725	13,462

## MTY Franchising USA, Inc.

### Notes to the consolidated financial statements

Years ended November 30, 2020 and 2019

(In thousands of US dollars)

#### 13. Deferred revenue and deposits (continued)

Deferred revenues consist mostly of initial, transfer and renewal franchise fees paid by franchisees, as well as upfront fees paid by master franchisees, which are generally recognized on a straight-line basis over the term of the related agreement. Deferred revenues also include amounts paid in upfront fees received from agreements with suppliers, which are amortized over the term of the related agreement.

\$6,248 (2019 – \$5,903) of revenue recognized in the current year was included in the deferred revenue balance at the beginning of the year.

The following table provides estimated revenues expected to be recognized in future years related to performance obligations that are unsatisfied as at November 30, 2020:

Estimate for fiscal year:	\$
2021	5,894
2022	3,306
2023	2,962
2024	2,507
2025	4,015
Thereafter	5,935
	<u>24,619</u>

#### 14. Receivables and advances from ultimate parent, parent company and companies under common control

The receivable from ultimate parent is primarily comprised of a renewable one-year term loan facility of \$58,497. The term loan is unsecured and bears interest at the rate set at the Applicable Federal Rates as issued by the U.S. Internal Revenue Service for short-term instruments. The term loan may be repaid, in whole or in part, at any time, without premium or penalty. MTY USA may also request repayment, in whole or in part, at any time, without penalty.

The receivable from company under common control and advances from parent company and companies under common control are non-interest bearing and receivable/due on demand with no specified collection/repayment terms.

#### 15. Long-term loan from company under common control

	2020	2019
	\$	\$
Interest-bearing loan at 5.4%, repayable by November 27, 2026 <sup>(1)</sup>	299,850	299,850
Balance, end of year	<u>299,850</u>	<u>299,850</u>

## MTY Franchising USA, Inc.

### Notes to the consolidated financial statements

Years ended November 30, 2020 and 2019

(In thousands of US dollars)

#### 15. Long-term loan from company under common control (continued)

(1) The loan is subject to a maximum debt to EBITDA ratio of 6.00 to 1 starting on November 27, 2019 and a minimum EBITDA interest coverage ratio of 2.00 to 1 to be calculated in conjunction with interest payments based on the past 12 months.

The Company is currently in breach of its debt covenants on its long-term loan. The Company has obtained a waiver from the company under common control that is valid until February 28, 2022.

#### 16. Long-term debt

	2020	2019
	\$	\$
Non-interest-bearing holdback acquired on acquisition of The Counter repayable in December 2020	1,542	1,414
Non-interest-bearing holdback acquired on acquisition of Grabbagreen	—	264
Non-interest-bearing holdback acquired on acquisition of SweetFrog repayable in September 2021	2,268	3,336
	3,810	5,014
Current portion	(3,810)	(2,834)
	—	2,180

The Company has contractual cash flows of \$7,092 (2019 – \$7,092) on non-interest-bearing holdbacks acquired on acquisition of Kahala Brands Ltd., that are currently being applied to an income tax payable related to the acquisition of Kahala Brands Ltd. An amount of \$1,901 (2019 – \$2,244) has been transferred to accounts receivable as it relates to an indemnification receivable also related to the acquisition of Kahala Brands Ltd.

## MTY Franchising USA, Inc.

### Notes to the consolidated financial statements

Years ended November 30, 2020 and 2019

(In thousands of US dollars)

#### 17. Contingencies

The contingencies for litigation and disputes represent management's best estimate of the outcome of litigations and disputes that are ongoing at the date of the consolidated balance sheets. These contingencies are made of multiple items; the timing of the settlement of these contingencies is unknown given their nature, as the Company does not control the litigation timelines.

The provision related to closed stores mainly represents amounts that are expected to be disbursed to exit leases of underperforming or closed stores. The negotiations with the various stakeholders are typically short in duration and are expected to be settled within a few months following the recognition of the contingencies. The provisions for litigations, disputes and closed stores are recorded in accrued liabilities.

	November 30, 2020	November 30, 2019
	\$	\$
Provision for litigation, disputes, closed stores and other contingencies, beginning balance	9,300	1,211
Reversals	(779)	(302)
Acquired through our business acquisitions (note 4)	—	9,514
Purchase price allocation adjustment (note 4)	196	—
Amounts used	(7,165)	(1,690)
Additions	1,357	567
Provision for litigation, disputes, closed stores and other contingencies, ending balance	2,909	9,300

#### 18. Common stock

	2020		2019	
	Shares issued	\$	Shares issued	\$
Balance, beginning of year	15	179,154	5	89,154
Share issuance related to Papa Murphy's acquisition	—	—	10	90,000
Balance, end of year	15	179,154	15	179,154

On May 23, 2019, the Company issued 10 common shares to its parent company in exchange for its parent company assuming debt of \$90,000 in conjunction with the acquisition of Papa Murphy's Holdings Inc.

## MTY Franchising USA, Inc.

### Notes to the consolidated financial statements

Years ended November 30, 2020 and 2019

(In thousands of US dollars)

## 19. Financial instruments

In the normal course of business, the Company uses various financial instruments which by their nature involve risk, including market risk and the credit risk of non-performance by counterparties. These financial instruments are subject to normal credit standards, financial controls, risk management as well as monitoring procedures.

### *Fair value of recognized financial instruments*

The Company has determined that the fair value of its financial assets and financial liabilities with short-term maturities approximates their carrying value. These financial instruments include cash, restricted cash, accrued liabilities, promotional funds payable, and advances from parent company and from companies under common control.

The table below shows the fair value and the carrying value of other financial instruments as at November 30, 2020 and November 30, 2019. Since estimates are used to determine fair value, they must not be interpreted as being realizable in the event of a settlement of the instruments.

	2020		2019	
	Carrying amount	Fair value	Carrying amount	Fair value
Financial assets	\$	\$	\$	\$
Loans receivable	1,609	1,609	1,373	1,373

### *Determination of fair value*

The following methods and assumptions were used to estimate the fair values of each class of financial instruments:

*Cash, restricted cash, accounts receivable, receivable from ultimate parent, deposits, accounts payable, accrued liabilities, advances from parent company, advances from companies under common control* – The carrying amounts approximate fair values due to the short maturity of these financial instruments.

## MTY Franchising USA, Inc.

### Notes to the consolidated financial statements

Years ended November 30, 2020 and 2019

(In thousands of US dollars)

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## 19. Financial instruments (continued)

### *Risk management policies*

The Company, through its financial assets and financial liabilities, is exposed to various risks. The following analysis provides a measurement of risks as at November 30, 2020.

### *Credit risk*

The Company's credit risk is primarily attributable to its trade receivables, loans receivable and deposits. For accounts receivable and loans receivable, the amounts disclosed on the consolidated balance sheets are net of allowances for bad debts, estimated by the Company's management based on past experience and counterparty specific circumstances. The Company believes that the credit risk of accounts receivable is limited for the following reasons:

- The Company's broad client base is spread mostly across the U.S., which limits the concentration of credit risk.
- The Company accounts for specific bad debt provisions when management considers that the expected recovery is less than the actual account receivable.

The credit risk on cash is limited because the Company invests its excess liquidity in high-quality financial instruments and with credit-worthy counterparties.

The credit risk on deposits is also limited as these are mostly with well-established and credit-worthy companies.

### *Interest rate risk*

Interest rate risk is the Company's exposure to increases and decreases in financial instrument values caused by the fluctuation in interest rates. The Company has limited exposure to interest rate risk as its long-term loans from company under common control as well as its long-term debt have fixed interest rates.

## MTY Franchising USA, Inc.

### Notes to the consolidated financial statements

Years ended November 30, 2020 and 2019

(In thousands of US dollars)

## 20. Revenues

Revenues are broken down as follows:

	Franchising	Corporate	2020 Total
	\$	\$	\$
Corporate store revenues	—	34,553	34,553
Royalties	80,231	—	80,231
Franchise fees, transfer fees and master license fees	3,174	—	3,174
Promotional funds	42,628	—	42,628
Program allowances	17,335	—	17,335
Breakage income	3,348	—	3,348
Resale material and retail sales	4,755	—	4,755
Other revenue	7,316	—	7,316
	<b>158,787</b>	<b>34,553</b>	<b>193,340</b>

	Franchising	Corporate	2019 Total
	\$	\$	\$
Corporate store revenues	—	37,514	37,514
Royalties	73,023	—	73,023
Franchise fees, transfer fees and master license fees	2,616	—	2,616
Promotional funds	33,542	—	33,542
Program allowances	19,647	—	19,647
Breakage income	4,578	—	4,578
Resale material and retail sales	4,479	—	4,479
Other revenue	4,163	—	4,163
	<b>142,048</b>	<b>37,514</b>	<b>179,562</b>



## MTY Franchising USA, Inc.

### Notes to the consolidated financial statements

Years ended November 30, 2020 and 2019

(In thousands of US dollars)

## 21. Operating expenses

Operating expenses are broken down as follows:

	Franchising	Corporate	2020 Total
	\$	\$	\$
Cost of goods sold	1,260	11,874	13,134
Wages and benefits	33,143	13,401	46,544
Advertising, marketing and promotion	555	2,767	3,322
Rent	4,520	4,734	9,254
Professional & consulting fees and commission	9,431	—	9,431
Office travel, meals & entertainment and utilities	4,444	2,920	7,364
Promotional funds	42,628	—	42,628
Gift card program, costs	4,143	—	4,143
Other	3,658	1,965	5,623
	<b>103,782</b>	<b>37,661</b>	<b>141,443</b>

	Franchising	Corporate	2019 Total
	\$	\$	\$
Cost of goods sold	1,120	12,879	13,999
Wages and benefits	30,904	14,232	45,136
Advertising, marketing and promotion	644	3,297	3,941
Rent	3,353	5,069	8,422
Professional & consulting fees and commission	9,378	—	9,378
Office travel, meals & entertainment and utilities	4,859	3,051	7,910
Promotional funds	33,542	—	33,542
Gift card program, costs	6,838	—	6,838
Other	1,708	2,226	3,934
	<b>92,346</b>	<b>40,754</b>	<b>133,100</b>

## MTY Franchising USA, Inc.

### Notes to the consolidated financial statements

Years ended November 30, 2020 and 2019

(In thousands of US dollars)

## 21. Operating expenses (continued)

### *Franchising operations*

The franchising business mainly generates revenues from royalties, supplier contributions, franchise fees and rent.

### *Corporate store operations*

Corporate stores generate revenues from the direct sale of prepared food to customers.

## 22. Interest expense

Interest expense is broken down as follows:

	2020	2019
	\$	\$
Interest charged by ultimate parent company (note 26)	—	20
Interest charged by companies under common control (note 26)	16,192	14,365
Accreted interest expense on interest-bearing holdbacks	572	911
Interest expense	<b>16,764</b>	15,296

## 23. Operating lease arrangements

Operating leases as lessee relate to leases of premises in relation to the Company's operations. Leases typically have terms ranging between five and 10 years at inception. The Company does not have options to purchase the premises on any of its operating leases.

The Company has entered into various long-term leases and has sub-leased substantially all of the premises based on the same terms and conditions as the original lease to unrelated franchisees. The minimum rentals, exclusive of occupancy and escalation charges, and additional rent paid on a percentage of sales basis, payable under the leases are as follows:

	Lease commitments	Sub-leases	Net commitments
	\$	\$	\$
2021	33,644	27,154	6,490
2022	27,698	22,240	5,458
2023	21,562	17,243	4,319
2024	15,842	12,181	3,661
2025	10,196	7,578	2,618
Thereafter	19,279	10,802	8,477
	<b>128,221</b>	<b>97,198</b>	<b>31,023</b>

## MTY Franchising USA, Inc.

### Notes to the consolidated financial statements

Years ended November 30, 2020 and 2019

(In thousands of US dollars)

#### 23. Operating lease arrangements (continued)

Operating leases as lessor relate to the properties leased or owned by the Company, with lease terms ranging between five to 10 years. Some have options to extend the duration of the agreements, for periods ranging between one and 15 years. None of the agreements contain clauses that would enable the lessee or sub-lessee to acquire the property.

The Company has recognized a liability of \$1,166 (November 30, 2019 – \$1,142) for the leases of premises in which it no longer has operations but retains the obligations contained in the lease agreement (note 17).

#### 24. Income taxes

The Company accounts for income taxes in accordance with ASC 740. ASC 740 prescribes the use of the liability method whereby deferred tax asset and liability account balances are determined based on differences between the financial reporting and tax bases of assets and liabilities and are measured using the enacted tax rates. The effects of future changes in tax laws or rates are not anticipated.

Under ASC 740, income taxes are recognized for the following: a) amount of tax payable for the current year and b) deferred tax liabilities and assets for future tax consequences of events that have been recognized differently in the consolidated financial statements than for tax purposes.

	2020	2019
Income tax expense (recovery)	\$	\$
Current tax expense	3,076	2,481
Deferred tax (recovery) expense	(11,133)	868
Total tax (recovery) expense	(8,057)	3,349

The provision for income taxes recorded in the consolidated financial statements differs from the amount which would be obtained by applying the statutory federal income tax rate of 21% (2019 – 21%) to the income for the period as follows:

	2020	2019
(Loss) income before income taxes	(45,284)	14,798
Income tax (recovery) expense at federal statutory rate	(9,510)	3,108
State and local income taxes net of federal tax benefit	50	975
Non-deductible/non-taxable items	7,666	(461)
True up of prior year tax provision	293	(187)
Rate variation on deferred income tax	(2,429)	—
Revision of estimates for tax exposures	(4,173)	—
Other	46	(86)
Income tax (recovery) expense	(8,057)	3,349

## MTY Franchising USA, Inc.

### Notes to the consolidated financial statements

Years ended November 30, 2020 and 2019

(In thousands of US dollars)

#### 24. Income taxes (continued)

Components of the net deferred tax asset or liability:

	2020	2019
	\$	\$
Inventory	77	54
Allowance for doubtful accounts	401	50
Deferred revenue	2,770	3,132
Gift cards	13,042	11,297
Accrued liabilities	6,309	4,612
Long-term debt	—	381
Non-capital losses and other tax credits	657	1,652
Total deferred tax assets	23,256	21,178
Deferred costs	(422)	(520)
Property, plant and equipment	(2,511)	(2,969)
Intangible assets	(94,153)	(102,923)
Long-term debt	(104)	—
Total deferred tax liabilities	(97,190)	(106,412)
Net deferred tax liability	(73,934)	(85,234)

#### 25. Supplemental cash flow information

During the year, the Company paid \$2,732 (\$5,046 in 2019) in income taxes.

#### 26. Related party transactions

The Company has transactions in the normal course of business with its ultimate parent, parent company and companies under common control. These transactions were in the normal course of business and measured at the exchange amount, which is the amount of consideration established and agreed to by the related parties.

**PAPA MURPHY’S INTERNATIONAL LLC**

**EXHIBIT D**

**FORM OF FRANCHISE AGREEMENT**

**Papa Murphy’s International LLC  
Franchise Agreement  
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**Attachments:**

- Attachment A: Franchised Location and Required Opening Date
- Attachment B: Owner Agreement and Guaranty for all Entity Franchise Owners
- Attachment C: Form of Addendum to Lease
- Attachment D: Nondisclosure Agreement



## FRANCHISE AGREEMENT

This Franchise Agreement (“**Agreement**”) is entered into and effective \_\_\_\_\_ (“**Effective Date**”) between **Papa Murphy’s International LLC**, a Delaware limited liability company, located at 8000 NE Parkway Drive, Suite 350, Vancouver, Washington 98662 (“**we**” “**us**” or “**our**”), and the entity or person(s) listed as the Franchise Owner on the signature block of this Agreement (“**Franchise Owner**,” “**you**” or “**yours**”).

WHEREAS, we have developed a unique system for establishing and operating pizza stores under the service mark “Papa Murphy’s®” and other related marks, all of which we refer to in this Agreement as the “**System**”; and

WHEREAS, we grant franchises for the operation of Papa Murphy’s Take ‘N’ Bake Pizza stores to qualified candidates who are willing to adhere to our Methods of Operation and quality standards; and

WHEREAS, you desire to operate a Papa Murphy’s Take ‘N’ Bake Pizza store in compliance with our Methods of Operation and quality standards.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

### 1. DEFINITIONS

1.1 “Electronic Communication Systems” or “ECS” means any of one or more local or global interactive communications media that is now available, or that may become available, and includes the Internet, websites, domain names, social media, and any other existing or future form of electronic communication or commerce. Unless the context otherwise indicates, ECS includes methods of accessing limited access electronic networks, such as Intranets, Extranets, and wide area networks.

1.2 “Franchised Business” means all business conducted at, through, or in relation to your Papa Murphy’s Take ‘N’ Bake Pizza store.

1.3 “Manual” means our confidential operations manual, which may include: (i) manuals, including the marketing manual, food safety manual, other handbooks, written materials and other materials that we designate; (ii) any embodiment of the Methods of Operation, including notices of new standards and techniques; and (iii) any amendments, supplements, derivative works and/or replacements of items referenced in subparts (i) and (ii) above. Access to the Manual is by electronic means only.

1.4 “Marks” means our trade names, trademarks, service marks, logos, décor, trade dress, layout, and commercial symbols, and similar and related words, symbols or designs, now or in the future associated with us, you, the Methods of Operation or the Franchised Business, whether or not they are registered, including, but not limited to, “Papa Murphy’s®,” “Papa Murphy’s Pizza®,” “Papa Murphy’s Take ‘N’ Bake®” and “Papa Murphy’s Take ‘N’ Bake Pizza®.”

1.5 “Methods of Operation” means, collectively, our valuable know-how, information, trade secrets, methods, standards, designs, usage of the Marks, copyrighted works, products and service sources and specifications, proprietary software, confidential electronic and other communications, methods of Internet usage, marketing programs, and research and development connected with the operation and promotion of the Franchised Business, as modified by us at any time. All such modifications become our property.

1.6 “Multi-Area Marketing Programs and Promotions” means regional, national, or international programs designed to increase business or generate awareness and brand recognition for the System, including multi-area customer, regional customer, national customer, commercial customer, Internet, social media, event, yellow pages, directory, affinity, vendor, stored value cards, gift cards, and any other program offered or produced, and co-branding programs.

1.7 “Net Sales” means the gross amount, whether in money or other form of consideration, earned or received by you from any source in connection with the operation of the Franchised Business or with any similar or related activity, whether on or off your business premises, and whether for goods, services or promotions, excluding only sales tax receipts that you must by law collect from customers and that you actually pay to the government, and any customer refunds paid. If you participate in certain online marketing programs in which a third party vendor accepts payment on your behalf in exchange for the sale of discount coupons, you must report Net Sales from such activity at the earlier of (a) the day a coupon is used to pay for goods or services from your Franchised Business, or (b) within 180 days of the day you receive cash payment from the third party vendor.

1.8 “Transfer” means to voluntarily or involuntarily transfer, assign, sell, or encumber any interest in or ownership or control of, the Franchised Business, substantial assets of the Franchised Business, this Agreement or any interest in the legal entity which owns the Franchised Business, including any change or series of changes in the percentage of the franchise owner entity which is owned, directly or indirectly, by any principal owner which results in any addition or deletion of any person or entity.

## 2. GRANT OF FRANCHISE; TRAINING

### 2.1 Grant of Franchise.

(a) We grant to you a non-exclusive license to operate the Franchised Business at a specific location, using the Marks and Methods of Operation for ten years from the Commencement Date of this Agreement, unless terminated earlier under this Agreement. The “**Commencement Date**” shall be the first date the franchise premises opens for business. This grant is for your operation of one Papa Murphy’s Take ‘N’ Bake Pizza store at the location identified in **Attachment A** if such location has been identified at the time of execution of this Agreement. If the location has not been identified at the time of execution of this Agreement, the general location in which the Franchised Business may be located is identified in **Attachment A**. You must obtain our prior written approval for the site of the franchise premises. The Commencement Date and the specific address of the location will be confirmed in writing on or after commencement of the operations of the Franchised Business, the terms of which will be incorporated into this Agreement.

(b) You may not relocate the Franchised Business without our prior written approval as set forth in Section 3.10 of this Agreement.

(c) If you are a legal entity, each of your owners must sign the Owner Agreement and Guaranty for All Entity Franchise Owners in the form attached as **Attachment B**.

2.2 Reservation of Rights. You will not receive an exclusive territory or any protected area and we expressly reserve all rights not expressly granted under this Agreement, including the following rights:

(a) We may establish company-owned or franchised operations using our Methods of Operation, trade names or trademarks, including one or more of the Marks, that will compete with you, at any location we select;

(b) We may offer and sell food products or other products, including products ready for immediate consumption, under the Marks or any other marks, through retail food stores, convenience stores, hotel shops, kiosks, theatres, malls, airports, gas stations, college campuses, or other venues, at other retail locations, at special events or through any other channels of distribution, including other restaurants, mail order, catalog sales, over the Internet, and retail or government/military channels. ECS is a channel of distribution reserved exclusively to us. You may not independently market through the Internet or any other ECS, establish or operate your own website, accept online orders through any website or other form of e-commerce other than a website operated by us or conduct any other form of e-commerce. You may not utilize social media sites or other forms of ECS to promote your Franchised Business, other than through us and as we may direct. We will direct or control use of social media sites and other electronic media;

(c) We may purchase or be purchased by, or merge or combine with, competing businesses wherever located, including a chain of company-owned or franchised locations that competes directly with your Franchised Business;

(d) We may offer franchises in the future, and have done so in the past, on terms we deem appropriate, including terms that differ from this Agreement; and

(e) We may conduct Multi-Area Marketing Programs and Promotions anywhere. We reserve the right to determine all policies and practices related to Multi-Area Marketing Programs and Promotions, including the right to set maximum resale prices to the extent permitted by law.

### 2.3 Compatibility Check and Initial Training.

(a) If this is your first Franchised Business, you or, if you are a legal entity, your designated owner, must work in an existing Papa Murphy's store for up to three days (or approximately 30 hours) as determined by us within 30 days of the Effective Date of this Agreement, as a mutual test period ("**In-Store Compatibility Check**"). The In-Store Compatibility Check is limited to up to two individual Franchise Owners and will expire upon the earlier of the completion of the 30 hours or the expiration of the 30-day period, whichever occurs first. You will not be paid or insured, and will be subject to this Agreement, including but not limited to provisions related to indemnity, confidentiality, and noncompetition.

(b) You or we may decide for any reason to terminate this Agreement at any time during the In-Store Compatibility Check. If you terminate this Agreement during the In-Store Compatibility Check and comply with this Section 2.3, we will return the Franchise Fee, less \$5,000. If we terminate this Agreement during the In-Store Compatibility Check, we will return the entire Franchise Fee.

(c) If this is your first Franchised Business pursuant to a transfer agreement and you terminate during the In-Store Compatibility Check, we will return the Transfer Fee (as defined in Section 8.1(a)), less \$5,000. If the Transfer Fee is less than \$5,000, we will retain the entire fee. If this is your first Franchised Business pursuant to a transfer agreement and we terminate during the In-Store Compatibility Check, we will return the entire Transfer Fee.

(d) In the event either party is going to terminate pursuant to this Section, notice must be received during or within five days after the In-Store Compatibility Check and must be delivered in accordance with Section 10.1.

(e) In the case of termination by either party, you will be bound by, and must confirm before receiving your refund, your post-termination obligations, including but not limited to confidentiality, noncompetition, indemnity and mutual releases. You must also sign a Termination and Mutual Release Agreement releasing us from all claims.

(f) The Operations In-Store Training, Enterprise Solution Training, and Foundations Class are mandatory and must be completed prior to commencing operations at the Franchised Business. We will provide Operations In-Store Training and Enterprise Solution Training in a designated Papa Murphy's training store. Foundations Class will be held either virtually or at our support center in Vancouver, Washington. This training course will cover the operation of a Papa Murphy's Take 'N' Bake Pizza store, including financial controls, marketing techniques, service methods, and maintenance of quality standards. You will be responsible for travel, accommodations, meals and other expenses for all training.

(g) If you do not successfully complete Operations In-Store Training, Enterprise Solution Training, or Foundations Class, we may terminate this Agreement pursuant to Section 7.2(d)(iii) and we will retain your Franchise Fee.

(h) All stores must be managed by a trained Franchise Owner or a Certified Manager ("**Certified Manager**"). A Certified Manager is a manager or other employee who has received in-store training from the Franchise Owner in accordance with the In-Store Training Workbook and has successfully completed the Papa Murphy's Basic Manager's Class. Basic Manager's Classes are offered by us at no additional expense to you, but you will be responsible for paying all costs associated with the manager's or other employee's attendance as well as all wages and benefits of the manager or other employee earned during the Basic Manager's Class.

(i) We will furnish you with such reasonable operating assistance from time to time as we deem necessary for the operation of the Franchised Business. Operating assistance will include advice and guidance regarding our Methods of Operation. You acknowledge and understand that it is not our responsibility or duty to operate the Franchised Business and we do not have the legal right to direct your employees in the operation of the Franchised Business or the

terms and conditions of their employment. Those functions remain your sole responsibility and duty. Further, you understand that the assistance provided to you under this Section 2.3(i), does not obligate us to provide the accounting, bookkeeping, administrative, inventory control or marketing services required for the operation of the Franchised Business or to otherwise operate the Franchised Business. By providing advice or suggestions, we do not assume any of your responsibilities or duties.

2.4 Additional Training. You and your manager must complete to our satisfaction any additional or advanced training or attend any regional meetings we may at any time require. You will be responsible for the cost of any additional training, including any necessary travel, accommodations, meals, and other expenses which will be at your sole cost and expense, as well as all wages and benefits of the manager earned during the training.

### 3. **SITE SELECTION, PLANS AND CONSTRUCTION**

3.1 Site Selection Area. The site selection area (“**Site Selection Area**”) designated by us is described in **Attachment A**. Unless otherwise approved by us, you must obtain a site for your Franchised Business (“**Franchised Location**”) within the Site Selection Area. You will not have any exclusive rights to the Site Selection Area.

#### 3.2 Site Selection.

(a) You assume all cost, liability, expense and responsibility for locating, presenting for our prior review, securing and developing a site for the Franchised Business within the Site Selection Area. In fulfilling your responsibility, you may be required to consult and work with real estate and other professionals identified by us. Our evaluation of a prospective site and our assistance in the selection of a site does not mean that we represent, promise, warranty or guarantee that a Franchised Business operated at that site will be profitable or otherwise successful. You also assume all cost, liability, expense and responsibility for constructing and equipping the Franchised Business at the Franchised Location. You may not make any binding commitment to a prospective vendor or landlord with respect to a site for the Franchised Business until the site is reviewed, evaluated, and approved in accordance with this Section 3.

(b) We may require you to enter into a Development Billing Agreement under which we will pay, on your behalf, various third party vendors for the development and marketing of the Franchised Location. You will place funds in a specified bank account and authorize us to access such account electronically to pay third party vendors for various costs related to the build-out and marketing of the Franchised Location. We will not be liable for any vendor-related costs associated with Franchised Location development and you must indemnify us from all damages, claims and expenses in providing this service to you. Such amounts you pay to us are non-refundable.

(c) Prior to securing a site for the Franchised Business by lease or purchase:

(i) You, with our site selection assistance, must submit to us, in writing, in the form we specify, a description of the proposed site. You will complete a Site Submission Package as detailed in the Manual at least 20 days prior to executing your lease. This package will contain information that you prepare about your proposed site, proposed economics of the deal

and other relevant information about your trade area. The Site Submission Package must be submitted with such other information and materials as we may reasonably require, including a letter of intent or other evidence satisfactory to us that confirms your favorable prospects for obtaining the proposed site and the landlord's willingness to sign the Addendum to Lease attached to this Agreement as **Attachment C**. We will review and approve your proposed site based on this and other information.

(ii) We will order on your behalf an independent survey of the premises and any additional surveys that we deem necessary. You must reimburse us for the cost of any surveys.

(iii) We will have 20 days after receipt of the Site Submission Package and additional information and materials to approve or disapprove the proposed site as the location for the Franchised Business. No site may be used for the location of the Franchised Business unless it is first reviewed, evaluated, and approved in writing by us, and any objections are resolved by you to our satisfaction. If within 20 days after submission of the Site Submission Package, we have not advised you in writing that the proposed site is disapproved, the proposed site will be deemed approved by us for you to use.

(iv) After a site for the Franchised Business is approved by us and acquired by you, the site shall be described as the Franchised Location.

### 3.3 Our Approval of a Lease or Purchase Agreement.

(a) If you purchase the Franchised Location, you must submit a copy of the proposed contract of sale to us for our review 20 days prior to your signing the contract and you must furnish to us a copy of the contract of sale within 10 days after the contract is signed by all parties.

(b) If you lease the Franchised Location, we may require you to retain an attorney to conduct a review of the lease. You must also submit a copy of the proposed lease to us for our review 20 days prior to signing the lease and you must furnish to us a copy of the lease within 10 days after the lease is signed by all parties. Any lease for a Franchised Location must include an Addendum to the Lease between you and the landlord in substantially the form attached as **Attachment C**. We will have 10 days after receipt of the proposed lease or the proposed contract of sale to review and evaluate the contract or the lease and outline required revisions.

3.4 Permits and Licenses. You are responsible for obtaining all zoning classifications, permits, variances, certificates of occupancy and clearances that may be required by state or local laws, ordinances or regulations or that may be necessary as a result of any restrictive covenants, reciprocal easement agreement, or other similar documentation relating to the Franchised Location. Prior to beginning construction of the Franchised Business, you must (i) obtain all permits including, but not limited to, health code permits and building permits, licenses and certifications required for the lawful construction or remodeling and operation of the Franchised Business, and (ii) certify in writing to us that the insurance coverage specified in Section 9.3 is in full force and effect and that all required approvals, clearances, permits and certifications have been obtained. You must provide to us copies of your insurance policies or certificates of

insurance and copies of all such approvals, clearances, permits and certifications prior to beginning construction of the Franchised Business. You must also provide us with a copy of your certificate of occupancy prior to opening the Franchised Business.

3.5 Design Plan for Your Franchised Location. We will loan you a copy of our standards and specifications for the construction of your Franchised Business, including interior and exterior design, layout, floor plans, signs, color, décor, equipment and fixtures and such design and permit guidance as we or our affiliate deems appropriate and you must construct your Franchised Location in accordance with our standards and specifications. Our design and permit guidance may include but not be limited to layout analyses, a preliminary design meeting for the layout of the Franchised Business site approved by us, layout design plans for the Franchised Location approved by us, and guidance with the permit process. You are solely responsible for all expenses incurred for permitting, construction, and architectural and engineering requirements to construct and open your Franchised Business.

3.6 Construction of Your Franchised Location.

(a) We will provide you with the design and pre-construction assistance described above. We may, on your behalf, order stamped plans from a licensed architect or engineer and any additional architectural, engineering and design services we deem necessary for the construction of your Franchised Business at your expense from an architectural, engineering or design firm approved by us. Alternatively, we may order any or all of the aforesaid on your behalf, in which event you must reimburse us for the cost of these plans and services.

(b) Any adaptations to the design plans for the Franchised Location provided by us must be at your sole expense and are subject to our approval. If we determine that your modified plans do not satisfy our architectural or design standards and specifications for a Franchised Business or are not consistent with the best interests of the Papa Murphy's brand, we may deny you permission to use such plans and, in this event, will advise you of any objections within 15 days of receiving your modified plans.

(c) If we fail to advise you of an objection to the plans within said 15-day time period, you may use your modified plans. If we object to your modified plans, we will provide you with a detailed list of changes necessary to make your modified plans acceptable.

(d) We will, upon your resubmission of the plans with such changes, notify you within 10 days of receiving the resubmitted plans whether the plans are acceptable. If we conclude your changes are not acceptable, we will notify you of our objections as described above. You must resubmit your modified plans in accordance with the procedures described above until we approve your modified plans. If we do not notify you of any objection within the time period described above, you may use the resubmitted plans.

(e) You acknowledge that our providing the design plans to you and/or accepting your modified design plans does not constitute a representation, warranty, or guarantee, express or implied, by us that your modified plans are free of architectural or design errors or that they comply with applicable legal requirements (including the requirements of the Americans with Disabilities

Act of 1990, as amended) and we shall have no liability to you or any other party because of your use of the modified plans.

(f) We may charge you a fee for any services or plan review we provide to you under Section 3.5 or 3.6.

3.7 Timing for Construction. Once your modified plans have been approved and you have signed a lease or completed the purchase of the Franchised Location, you must start and diligently pursue construction or remodeling (as applicable) of the Franchised Business. You may be required to select your general contractor from a list of vendors we have pre-approved. You will be considered to have started construction at the time when any site work is initiated by or on behalf of you at the Franchised Location. Site work includes, but is not limited to, any site work commenced for the construction of a stand-alone building, removing prior tenant improvements, construction of interior walls, and installation of your tenant improvements. During construction or remodeling, you must provide us with periodic reports regarding the progress of the construction or remodeling as we reasonably request. In addition, we may make any on-site inspections as we may deem necessary to evaluate your progress. If, during any inspections, we identify instances where your construction or remodeling is inconsistent with, or does not meet, our standards, we will notify you in writing of the deficiencies, and you must correct the deficiencies prior to opening. You must notify us of the scheduled date you intend to complete construction or remodeling no later than 30 days prior to that date. Within a reasonable time after the date of completion of construction or remodeling, we may, at our option, conduct an inspection of the completed Franchised Business. You acknowledge and agree that you will not open the Franchised Business for business without our written authorization and that our written authorization to open will be conditioned upon your strict compliance with this Agreement.

3.8 Timing for Opening the Franchised Business. You acknowledge that time is of the essence. Subject to your compliance with the conditions contained herein, you must open the Franchised Business and commence operations within one year after the Effective Date (“**Required Opening Date**”) set forth in **Attachment A**. If you fail to comply with the requirements identified in Section 3.7 above, we will have the right to prohibit you from opening the Franchised Business.

3.9 Extension Fee. If you cannot develop and open the Franchised Business by the Required Opening Date, you may request in writing that we approve an extension of up to six (6) months within which you must open the Franchised Business. You must pay us a non-refundable extension fee of Two Thousand Five Hundred Dollars (\$2,500) when you request the extension regarding the Franchised Business. If we grant an extension pursuant to a request, the extension will be limited to the period we determine, not to exceed six (6) months.

### 3.10 Relocation of Franchised Location.

(a) You may not relocate the Franchised Business without our prior written consent. This Agreement does not grant you the right or license to operate the Franchised Business from any location except the Franchised Location or to use the Methods of Operation or the Marks to offer or sell any products, merchandise or services through any channel of distribution except the Franchised Business or as specified in the Manual.



(b) If you are unable to continue the operation of the Franchised Business at the Franchised Location because of a force majeure event, casualty, or condemnation, or if there is a change in character of the Franchised Location sufficiently detrimental to its business potential to warrant its relocation, you may request, in writing, our approval to relocate the Franchised Business to another location in the Site Selection Area. Any such request to relocate the Franchised Business shall also be subject to our written approval. If we decide to grant you the right to relocate the Franchised Business, you must comply with the site selection and construction procedures described in this Section 3 with respect to the new Franchised Location. Any such relocation shall be at your sole expense and we shall have the right to charge you for any costs incurred by us, together with a fee up to \$5,000 for services provided to you in connection with any relocation of the Franchised Business.

#### 4. **FRANCHISE, ROYALTY AND ONLINE ORDERING FEES AND OTHER FINANCIAL REQUIREMENTS**

4.1 Franchise Fees. Upon the signing of this Agreement, you will pay us a nonrefundable franchise fee of \$25,000, plus, if due and payable, all applicable federal, state or municipal taxes, as a non-recurring franchise fee upon signing this Agreement. The nonrefundable franchise fee due upon the signing of this Agreement is referred to herein as the “**Franchise Fee.**” The Franchise Fee will be paid by means of check, money order or wire transfer. The Franchise Fee is fully earned upon payment and is nonrefundable.

4.2 Royalty Fee. Beginning on the Commencement Date, you will pay to us a royalty fee equal to 5 percent of your Net Sales (“**Royalty Fee**”), which will be reported and paid to us as provided in this Agreement.

4.3 Online or Digital Ordering Transaction Fee. You will participate in online ordering and delivery and pay us our then-current fee for each transaction effected through any online or digital ordering system that we designate or any successor, derivative or replacement technology, which fee may reimburse us for costs associated with the ordering system or technology, but which may also be used for other purposes and from which we may derive revenue. We may periodically increase this fee, upon thirty (30) days’ prior notice to you, by up to five percent (5%) per 12-month period.

#### 4.4 Manner of Payment and Reports.

(a) On Tuesday of each week, or such other time that we specify, you will deliver on such form and in the manner, including electronically, that we prescribe or we will collect via the point-of-sale system an itemized report of your Net Sales for the prior week just ended (or other period), and other statistics we specify. Upon request, you will provide us with all hard copies and access to electronic reports that we prescribe, including a list of prices and products sold. We reserve the right to electronically poll your point-of-sale and computer system at any time and to use the data we obtain from such polling for any legal purpose.

(b) On or before Monday of each week, or such other time that we specify, you must make all payments to us by any method we specify, including electronic funds transfer or the Internet, for the sales week ending on the preceding Monday. We currently require you to sign an

Automated Clearinghouse (“ACH”) Authorization allowing us to automatically deduct payments or any other amounts you owe to us from your franchise bank account. The ACH Authorization also authorizes us to withdraw or deposit amounts resulting from gift card or stored value card activations or redemptions, orders placed on our website, and any other amounts that may become due to you into your franchise bank account. We will not for this purpose require you to deposit all your revenue into an account that we control, or from which withdrawals may be made only with our consent. You must make funds available to us for withdrawal by electronic transfer no later than the due date for payment. If you have not reported the Net Sales to us for any reporting period as required, then we shall be authorized, at our option, to debit your account in an amount equal to (a) 150 percent of the fees transferred from your account for the last reporting period for which a report of the Net Sales was provided from you as required hereunder; or (b) the amount due based on information retrieved from our approved computer system. Upon receipt of your report of Net Sales, the amount due will be reconciled with the amount withdrawn.

(c) You will not set off any claim for damages or money due to you from us against any payments to be paid by you to us under this Agreement or any related agreement between the parties. No endorsement or statement will be effective as an acknowledgment of payment in full. We will have the right to accept any payment and to recover the balance due or to pursue any other remedy available to us.

(d) Interest of 1.5 percent per month (18 percent per annum), or the maximum allowed by law if less, will be added to any sums to be paid under this Agreement that remain unpaid after the date due. If we are unable to withdraw funds from your franchise bank account because you have insufficient funds in the account, you have closed the account, or you have placed or caused a “stop payment” instruction on the account for any reason, we have the right to charge you a non-sufficient funds fee of \$35. In addition, you must reimburse us for any non-sufficient funds fees that we incur. If you have you have closed the account\ or you have placed or caused a “stop payment” instruction on the account for any reason, we have the right to charge you an additional \$75 late payment fee.

#### 4.5 Records.

(a) You will keep full, complete, and accurate books, records, and accounts for your Franchised Business, in accordance with generally accepted accounting principles and all requirements of the law, and in the form and manner prescribed below or as we may prescribe from time to time.

(b) You will submit to us, on a form approved by us and in the manner prescribed by us, no later than 30 days after the close of our fiscal month, a profit and loss statement, including a year-to-date summary and, if available, balance sheet for that month. You will also submit to us, on a form and manner approved by us, no later than 90 days after the close of our fiscal year, a profit and loss statement and balance sheet prepared in accordance with generally accepted accounting principles for the full 12 months of each fiscal year.

(c) You will maintain and submit to us such other reports and information as we may reasonably require from time to time, in the form and manner prescribed by us.

(d) You will maintain and preserve, for no less than the current fiscal year and the seven immediate past fiscal years, all books, tax returns, accounting records, and supporting documents relating to your Franchised Business, including but not limited to:

- (i) daily cash reports;
- (ii) cash receipts journal and general ledger;
- (iii) cash disbursements journal and weekly payroll register;
- (iv) monthly bank statements, daily deposit slips, and canceled checks;
- (v) business tax returns, and individual tax returns for each person with an ownership interest in the business;
- (vi) dated cash register tapes, detailed and summary;
- (vii) monthly and annual profit and loss statements and balance sheets;
- (viii) such other records and information as we may request from time to time; and
- (ix) all records that you are required to keep by law.

(e) You hereby grant us the right to obtain and inspect all records of all suppliers, distributors, and other third parties who supply you with food and paper products, supplies, equipment, and other materials, and you hereby authorize your suppliers, distributors, and other third parties to provide us with those records upon our request.

4.6 Audits. In addition to those rights granted to us herein, from the Effective Date of this Agreement until three years after the end of the term of this Agreement, we or our representatives shall have the right to examine your original books, records, and supporting documents, including but not limited to all of those listed in Section 4.5, wherever they are located, at reasonable times, and to perform, with or without notice to you, such tests, analyses, and inspections as we deem appropriate to verify your sales and your compliance with any other terms of this Agreement. Upon our request and at your sole expense, you or your accountants or representatives will send copies of these books, records, and documents to us or our representatives. If we determine that your actual Net Sales are higher than those you have reported to us, you will immediately pay all sums owed to us, the Brand Marketing Fund, and your advertising cooperative, plus interest at 1.5 percent per month (18 percent per annum) or the highest permissible rate. We will bear the cost of the audit, unless you (1) understate Net Sales for any reported time period, (2) fail or refuse to furnish required reports or supporting records on a timely basis for two or more consecutive reporting periods, (3) fail or refuse to make the books and records available for an audit after receiving reasonable, advance notice from us, or (4) otherwise fail or refuse to cooperate with the audit or requests made by us or our representatives, in which case you will reimburse us for the audit cost, including travel, accommodations, meals, salaries, and other expenses of the inspecting or audit personnel, plus pay us interest at 1.5 percent per month (18 percent per annum) or the highest permissible rate. Any

payments made pursuant to this Section will be without prejudice to any other remedies that we may have under this Agreement or by law, including but not limited to the right to terminate this Agreement, without opportunity to cure, in the case of intentional underreporting of Net Sales, regardless of the amount involved.

4.7 Application of Payments; Setoff; Security Interest. We may apply any payment from you to any past due indebtedness you owe to us or to our affiliates, whether from fee payments, purchases, late payment charges, or for any other reason. We may set off from any amount due you any amount past due us, our affiliates or any designated cooperative. You hereby grant us a security interest in all of your business assets, including furniture, fixtures, equipment, and inventory, to secure any amounts due us. You hereby authorize us to file a standard UCC-1 financing statement, or its equivalent for the applicable state, to record our security interest.

4.8 Vendor and Supplier Payments. We may receive payments from vendors or suppliers. All payments received shall be placed into the Brand Marketing Fund or a fund established for the benefit of the System.

4.9 Bookkeeping and Payroll Services. We require you to retain a bookkeeping and payroll service that meets our criteria for the first year of operation of the Franchised Business. We will have access to and specify requirements and forms of all information and reports generated by the service.

4.10 Third Party Programs. From time to time, we may require you, at your expense, to participate in certain third party vendor programs. Examples of such programs may include but are not limited to customer loyalty, delivery, centralized call center, food service incident management, etc. We may require you to directly pay a third party provider or reimburse us for the cost of such third party vendor programs and our administrative expenses thereto.

## 5. **MARKETING AND ADVERTISING**

### 5.1 Marketing Fees and Requirements.

(a) You will pay us a marketing fee of 2 percent of your Net Sales (“**Brand Marketing Fee**”) that will be placed in a marketing fund (the “**Brand Marketing Fund**”). The Brand Marketing Fee will be paid in the same manner and at the same time as the Royalty Fee. We may, but are not required to, place the Brand Marketing Fees in a separate bank account that we or an affiliate will administer. We will use the Brand Marketing Fund for the general promotion of the Marks and the System, including marketing research and development, local franchise owner group advertising or marketing, public relations, local, regional, national, ECS (including Internet), or international advertising or marketing, development and maintenance of any e-commerce or other ECS programs, stored value card programs, gift card programs, point-of-purchase programs, administration of advertising or marketing (including reasonable salaries, accounting, collection, quality assurance, legal and other costs), related expenses, and any media or agency costs. We make no promise or guarantee that Brand Marketing Fund expenditures will be proportionate to contributions or provide direct benefit, or any benefit, to you or any other franchise owner. We have the sole right to decide how to spend the Brand Marketing Fees, and have no fiduciary duty with regard to the Brand Marketing Fund. Upon request, we will provide

you with an unaudited annual summary report of Brand Marketing Fees and expenditures for the most recent year.

(b) We will administer the Brand Marketing Fund and direct all marketing and advertising programs with sole decision-making authority over the creative concepts, materials, endorsements, placement and allocation of overhead expenses. We will have the sole right but not the obligation to enforce the obligations to pay Brand Marketing Fees. Neither you nor any other of our franchise owners will be deemed a third party beneficiary with respect to the Brand Marketing Fees or Brand Marketing Fund or have any right to enforce any obligation to pay Brand Marketing Fees.

(c) We may develop mandatory or voluntary special discount or free coupon programs and other Multi-Area Marketing Programs and Promotions. Such programs will allow us or others to solicit or sell to customers anywhere, and may require your cooperation (including refraining from certain channels of marketing and distribution), participation (including payment of commissions or referral fees, loyalty card programs or accepting gift cards, or stored value cards sold by us or other franchise owners), and adherence to maximum retail pricing to the extent permitted by law. All such programs are our proprietary trade secrets. We reserve the right to issue mandatory policies to coordinate such Multi-Area Marketing Programs and Promotions. For example, you must participate in periodic regional and national promotions, and in connection with such promotions follow our advertising guidelines and purchase related marketing, advertising and promotional material that we may designate at your cost. You must place our franchise sales brochures that we provide at our cost in your Franchised Business if we so request. If you participate in a voluntary program, you will follow all provisions of the program. If you elect to be excluded from a voluntary program, we may advise consumers, by advertising, sales solicitation or otherwise, that you are not a participant.

(d) You may not use any advertising, marketing, promotional materials, or advertising vendors that have not been provided by us or approved by us in writing. You may not embark upon advertising in any media or location without our written approval of the media. If within ten days after submission, we have not advised you in writing that the material is approved, the material will be deemed disapproved by us for you to use.

(e) In addition to your obligations under Section 5.1(a) above, we may require that all or a portion of your Local Marketing Expense (as defined below) or advertising cooperative contribution be paid into the Brand Marketing Fund. In the event that we require you to pay all or a portion of your Local Marketing Expense or advertising cooperative contribution into the Brand Marketing Fund, such amounts will be credited toward the minimum Local Marketing Expense.

## 5.2 Local Marketing.

(a) Unless you are in an advertising cooperative complying with the requirements of Section 5.3(b), you must spend each month on local marketing a minimum of the greater of \$2,000 or 5 percent of your Net Sales (“**Local Marketing Expense**”). You will use only franchisor-approved advertising, marketing and promotional materials. You will report and document your Local Marketing Expense to us at such times and in such manner as we specify, including by electronic means. If you fail to satisfy the Local Marketing Expense for the calendar

year, you will deposit with us the difference between the amount of the Local Marketing Expense and the amount you actually spent during the calendar year on qualifying activities described in this Section. We will deposit that amount in the Multi-Area Marketing Program or Brand Marketing Fund, as we determine.

(b) You must spend through us or at our direction up to \$15,000 on advertising as we determine, including local marketing, prior to and during your first 180 days of operation. We may require all or a portion of these funds to be paid into the Brand Marketing Fund for purposes of national media, digital marketing or other marketing expenses. In addition, we may require you to obtain professional public relations assistance and advice, to effectively execute the opening marketing plan.

(c) You must adhere to, participate in, and follow our marketing programs and guidance, including but not limited to local store marketing activities, displays, signage, customer loyalty, gift certificates, stored value cards, gift cards, online ordering, delivery and advertising in accordance with our Manual.

(d) You may not do business, solicit customers, or place advertisements by any means, including any ECS, that primarily reach persons outside your regional advertising (or local cooperative, if applicable) area, except with our prior written consent or by following the requirements of the Manual.

### 5.3 Cooperative Advertising.

(a) We may designate local or regional advertising coverage areas to develop cooperative local or regional advertising and promotional programs. You must participate in and contribute your share to the cooperative advertising and promotional programs in your advertising coverage area.

(b) Your contributions to cooperative advertising or promotional programs will be credited toward the minimum Local Marketing Expense. Any such cooperatives will establish the procedures for contribution payments. You may be required to belong to and contribute a minimum of 5 percent of Net Sales or any other amount in excess of 5 percent that your cooperative membership elects to contribute to any cooperative to which you are assigned. The cooperative membership may elect to require a greater contribution rate than is required by this Agreement. We may designate the coverage area and method and timing of payment; and may form, change, merge or dissolve cooperative advertising groups; and may approve or disapprove any outside agencies, as well as any articles, bylaws and other governing documents, and any and all activities and advertising of any such cooperative advertising group; and may specify maximum resale prices to the extent permitted by law. All cooperatives will report to us in the manner required by, and follow all requirements of, this Agreement.

## 6. **YOUR DUTIES**

6.1 Time to Complete Training and Commence Operation. You, or your designated operating partner if the Franchise Owner is an entity, will complete to our satisfaction the mandatory training program and commence full and continuous operation of the Franchised Business by the Required Opening Date as set forth on **Attachment A**. You must comply with

the provisions of this Agreement, including, without limitation, those regarding site location and premises development before opening.

6.2 Permits, Licenses, and Laws. You will obtain all local permits and licenses necessary to operate the Franchised Business before you begin operations. You must comply with all civil and criminal laws, ordinances, rules, regulations, and orders of public authorities relating to the maintenance and operation of the Franchised Business, including but not limited to those relating to health, safety, sanitation, employment, immigration, taxation, privacy, accommodation, and environmental regulation. You must notify us in writing within five (5) days of the commencement of any action, suit, proceeding or investigation, and of the issuance of any order, injunction, award of decree, by any court, agency, or other governmental instrumentality that may adversely affect the operation or financial condition of you or the Franchised Business.

6.3 Uniformity and Image. Your adherence to the Methods of Operation and proper use of the Marks is essential to maintaining a uniform image and high standards of the Franchised Business. In order to maintain uniform standards of quality, appearance, and marketing, you must conform to our Mark usage standards and specifications, including signage and marketing.

6.4 Specifications and Standards. You must operate the Franchised Business in accordance with the required Methods of Operation and other required specifications and standards stated in the Manual, including but not limited to those applicable to menus, fixtures, equipment, interior décor, inventory, food preparation, Multi-Area Marketing Programs and Promotions, trade dress, signs, systems, forms, policies and procedures, and other goods and services, and including our determinations relating to quality, value, and appearance of products, services and premises, which you must follow. We may change the standards, specifications and Methods of Operation from time to time through “Supplements to the Manual” as described in Section 6.14 below and you agree to implement any such required changes as if they were part of the standards and specifications at the time you signed this Agreement. You must purchase all such goods and services from sources and suppliers that have been approved or designated by us. You must participate in and cooperate with promotional programs, and follow our and our suppliers’ guidelines. Your supply sources must conform to our requirements. You will repair or replace equipment with equipment that meets our specifications.

6.5 Right of Entry and Inspection. We or our authorized agents or representatives, with or without prior notice to you, may enter the Franchised Location during normal business hours and inspect the operations of the Franchised Business and select materials, ingredients, products, supplies, paper goods, uniforms, fixtures, furnishings, signs, equipment, and any other item for evaluation, in order to ensure that these items conform to our operating standards. We may photograph or electronically record any part of the Franchised Business, whether or not you are present. Without any liability to you, we may remove any materials that we, in our judgment, determine to be illegal, unsafe, not in conformity with our operating standards, or in violation of this Agreement. If we find any condition in your Franchised Business that we consider to be hazardous, unsafe, unhealthy, unclean, unsanitary, or in material disrepair, then we have the right to require you to immediately close your Franchised Business and to take such actions as we deem necessary to remedy the condition. You will be solely responsible for the costs and damages incurred in connection with complying with this Section. Any evaluation or inspection we conduct is not intended to exercise, and does not constitute, control over your day-to-day operation of the

Franchised Business or control over your employees, and we do not assume any responsibility for your obligations under this Agreement.

6.6 Uniforms. You will wear and you will provide and cause your employees to wear our required uniforms and comply with the standard uniform policy set forth in the Manual.

6.7 Maintenance, Upgrade, Refurbish and Replacement. You will maintain the Franchised Location, equipment and furnishings in good repair, attractive appearance, and sound operating condition in compliance with the Manual. At our request, you will make necessary repairs to the Franchised Location to comply with our operating standards. You will complete all repairs and changes within a reasonable time after notice from us. You will not make any change in the layout and décor of the Franchised Location without our prior written approval. In addition, you must comply with any requirement we may impose to upgrade, refurbish and replace the Franchised Location, fixtures, and equipment to conform to the then-current Manual and Methods of Operation as required by us. In addition to your obligations under Section 6.8, we may require you to invest up to \$50,000 (“**Upgrade Investment**”), cumulatively during the term of this Agreement, to upgrade and replace the Franchised Location, fixtures, and equipment. You understand, acknowledge and agree that any general maintenance and repair expenses incurred by you in operating the Franchised Business shall not be considered part of your required Upgrade Investment.

6.8 Remodel. The Franchised Business, fixtures and equipment must be remodeled to conform to the then-current Methods of Operation and other standards and specifications as required by us no less frequently than once every ten years from the initial Commencement Date of the franchise agreement for the Franchised Business. A “remodel” is defined as an investment of greater than \$50,000, cumulatively, but excludes an Upgrade Investment as described in Section 6.7, as well as replacement of damaged or broken equipment or work required by health department or related agencies or other requirements.

6.9 Computer and Communication Systems.

(a) You must acquire, use, maintain and upgrade point-of-sale, secure payment gateway and payment processing technology, computer, information processing and communication systems, accounting, cash control, labor management, and inventory control systems, including all applicable hardware, software, and hosting services and Internet and other network access providers, email address, and website vendors and/or services, as we may prescribe in the Manual (“**PMI Enterprise Solution**”). You must comply with any separate software, application or other license agreement that we or our designee use in connection with providing these services. You must utilize our required software, point-of-sale, proprietary database management and Intranet system, when available, as the exclusive means of tracking and maintaining customer, vendor, and related information (collectively, “**Customer Data**”), and for such other purposes we periodically prescribe in the Manual. We reserve the right to require you to submit reports or data electronically on a frequency determined by us. You must comply with all email usage policies adopted and revised by us respecting the Franchised Business. You may not use social media or other forms of electronic communication or electronic commerce to promote your Franchised Business. You must maintain a minimum of three telephone lines, or more as determined by us based on volume, for receiving inbound voice calls. You must maintain



one business-class high speed Internet access circuit, or more, as required by us. You must access your email account regularly and at least once each day. We or our agents may enter your business, physically or electronically, have access to the PMI Enterprise Solution and the data within it, along with any records, and examine or audit your business, at any reasonable time without notice.

(b) Computer systems are vulnerable in varying degrees to hardware and software failures, configuration-related problems, computer viruses, bugs, power disruptions, communication line disruptions, Internet access failures, Internet content failures, date-related problems, and attacks by hackers and other unauthorized intruders (“**E-Problems**”). We do not guarantee that information or Electronic Communication Systems, or support of the same, that we or others supply will not be vulnerable to E-Problems. It is your responsibility to protect yourself from E-Problems and you waive any and all claims you may have against us as the direct or indirect result of E-Problems. You must notify us immediately of any suspected data breach at or in connection with the Franchised Business. You must comply with any privacy policies or data protection and breach response policies that we may periodically establish.

(c) It is your responsibility to make sure that you are in compliance with all laws that are applicable to the PMI Enterprise Solution or other technology used in the operation of your Franchised Business, including all data protection or security laws as well as Payment Card Industry (**PCI**) compliance.

(d) We may offer help desk services to provide general assistance and support for your PMI Enterprise Solution (“**Store Solutions Support**”). We may require you to utilize Store Solutions Support and to pay a monthly fee for such services.

(e) We own and control the use of all Customer Data. We grant you a license to collect and use the Customer Data during the term of this Agreement in compliance with the terms of the Manual, including any privacy policies or data protection policies we establish.

#### 6.10 Approved Products.

(a) Because the reputation of the Marks and the Franchised Business depends on a uniform high quality of products and services, you may sell only approved products and services, from specified or approved vendors. You will sell, serve or distribute all products and services we require. You must maintain, at all times, a sufficient supply of products to meet customer demand. You agree to request delivery of food products to the Franchised Business in a manner that is consistent with policies prescribed from time to time by us, including timing and frequency of deliveries.

(b) If you want to purchase any product of an unapproved brand or from an unapproved supplier, you will notify us prior to use, and will pay us a processing fee and a reasonable testing fee as determined by us. You will not use such product of an unapproved brand or unapproved supplier product until approved by us in writing. We will, within a reasonable time, determine whether the unapproved brand or unapproved supplier has performance characteristics, quality, appearance, reliability and other relevant characteristics similar to the product brands and suppliers then approved by us. If so, our approval will not be unreasonably withheld, unless we develop a specified vendor program for specific products or services, in which case you will use

our specified vendor. We reserve the right to impose reasonable limitations on the number of approved suppliers or distributors of any product as well as services to be used in the Franchised Business. You agree that certain products, materials, services and other items may only be available from one source, and we or our affiliates may be that source. You recognize that specified vendor programs may lower your or our costs or improve quality control. You must obtain our written approval of your supply sources before their use. We may require your suppliers to sign a nondisclosure agreement, hold harmless agreement, and an indemnity agreement to guarantee our level of quality, and produce sufficient samples or access to their facilities to allow us to test the samples at your expense.

6.11 Personal Participation. You understand, acknowledge and agree that your personal supervision, full-time participation, and example are essential to the success of the Franchised Business. You must participate personally in the Franchised Business, provided, if you are an entity who owns multiple stores, we may agree in writing that your stores be operated by a qualified manager. If you own more than one Franchised Business, you or a designated operating partner must actively participate in the management and operation of each of the Franchised Businesses owned by you.

6.12 Other Operating Standards.

(a) You will operate the Franchised Business in a clean, orderly and respectable manner in strict compliance with this Agreement and the Manual. Unless otherwise approved by us, the Franchised Location will be used only as a Papa Murphy's Franchised Business. You will only use signs, fixtures, equipment, materials, food products, other products, inventory, décor, plans, and services that conform to our specifications to conduct the Franchised Business. You will accept credit cards, debit cards and mobile payment solutions and apply to accept and accept electronic benefit transfer cards and food stamps in compliance with the Manual.

(b) You will not allow the Franchised Business to be used for any unauthorized or illegal purpose.

(c) You will conform to all standards and procedures we establish to ensure uniformity and consistency of operation.

(d) You will not install or use any vending machines, televisions, juke boxes, games or musical devices at the Franchised Location without our prior written approval.

(e) You will offer for sale all menu items we require.

(f) You will not sell, serve or dispense any products, services or activities other than those we specifically approve in writing.

(g) You will pay all business debts and expenses when due, including taxes and government obligations, and you will comply with all contracts with third parties.

(h) No employee of yours will be deemed to be an employee of ours for any purpose whatsoever, and nothing in any aspect of the System or the Marks in any way shifts any

employee or employment related responsibility from you to us. You alone are responsible for hiring, firing, training, setting hours for and supervising all employees.

#### 6.13 Marks and Internet and Electronic Communications Media.

(a) You will conduct and diligently promote the Franchised Business under the name Papa Murphy's Take 'N' Bake Pizza, or other Marks we specify, continuously throughout the term of this Agreement and any applicable Interim Period as defined in Section 7.5. You will follow our directions for use of the Marks.

(b) Although you must use the Marks as your trade name, in the manner that we specify, you must also have a separate business name. You may not use the Marks or any similar marks or words in your business name.

(c) You must obtain our prior written approval for any use of any item of printed, audio, visual, Internet, electronic media, or multimedia material of any kind bearing any of the Marks, unless we supplied the item. You must follow our trademark and copyright usage directions. You will indicate to third parties and prominently display in the Franchised Business that your business is "independently owned and operated" and that we own the Marks and you use them under license.

(d) Any licenses, permits, official documents, bank accounts or other accounts will be in your separate business name, and, if they refer to the Marks, will state that your use of the Marks is limited by this Agreement.

(e) You must notify us immediately if there is any infringement or challenge to your use of the Marks. We are not obligated to protect your right to use the Marks and may direct you not to use the Marks. If there is any infringement or challenge to your use of the Marks, and we must modify or replace one or more Marks, we will reimburse you only for actual direct costs of purchasing new signage as a result of changed Marks.

(f) You agree that we own the Marks and all goodwill associated with the Marks and you will not contest our ownership of the Marks.

(g) You must not sublicense our Marks. You have no rights in the Marks other than those explicitly granted by this Agreement. You further agree that any unauthorized, injurious or prejudicial use of the Marks during the term of or after the expiration or the earlier termination of this Agreement shall constitute an incurable default causing irreparable harm entitling us to injunctive relief.

(h) You must fully and promptly disclose to us and hereby permanently and irrevocably assign to us any and all rights and interests (including intellectual property rights and interests) to any and all of the following which is developed by you, or on your behalf, if developed in whole or in part in connection with your Franchised Business: all products or services; all variations, modifications and/or improvements on products or services; your means, manner and style of offering and selling products and services; management techniques or protocols you may develop (or have developed on your behalf); all sales, marketing, advertising and promotional programs, campaigns or materials developed by you or on your behalf; and, all other intellectual

property developed by you or on behalf of your Franchised Business, and any Customer Data that you collect, or is collected on your behalf, using any means, including the Internet or any other form of Electronic Communication System.

(i) You may not independently have a site or market on the Internet, or use any domain name, address, locator, link, metatag, or search technique, with words or symbols the same as or similar to the Marks. You may not have any ECS presence outside our website or social media sites. We retain the sole right to market on the Internet and each other ECS, including all use of websites, domain names, URLs, linking, advertising, and co-branding arrangements. You will provide us content for our ECS marketing. We also retain the sole right to use the Marks on the Internet, including on websites, as domain names, directory addresses, metatags, and in connection with linking, advertising, co-branding, social media, and other arrangements. We retain the right to approve any linking or other use of our website. You may not establish a presence on or market using the Internet or any other ECS except as we may specify, or with our prior written consent. You may not engage in text marketing or marketing using any other form of electronic communication via cell phone, smart phone, or other personal digital assistant without our express permission and ensuring that such marketing complies with our policies and requirements set forth in the Manual. All ECS marketing, websites and other activity are a part of Multi-Area Marketing Programs and Promotions, and must be coordinated through us and approved by us.

#### 6.14 Manual and Methods of Operation.

(a) We will grant you access to the confidential Manual for the mandatory training program and, if you satisfactorily complete training, for the term of the Agreement and any applicable Interim Period. All Manuals, including any printouts or electronic copies, must be returned upon termination.

(b) The Marks and the Manual, including the Methods of Operation, are our sole and exclusive property. Nothing in this Agreement or any other agreement gives you or others any right in them. We own all copyrights to the Manual, advertising material, menus and any other marketing and promotional materials produced by us, and other works of authorship related to the Methods of Operation, and to the Franchised Business.

(c) We may change or modify the Methods of Operation and any other part of the Manual. You will accept and comply with all mandatory changes and modifications. You will bear all costs and expenses that may be necessary because of such changes or modifications. We have the right to prescribe additions to, deletions from or revisions of the Manual (the “**Supplements to the Manual**”), all of which will be considered a part of the Manual. All references to the Manual in this Agreement will include the Supplements to the Manual. Supplements to the Manual will become binding on you as if originally set forth in the Manual, upon being delivered to you. The Manual and any Supplements to the Manual are material in that they will affect the operation of the Franchised Business.

(d) The Manual will contain mandatory and suggested specifications, standards and Methods of Operation that we have developed for Papa Murphy’s Take ‘N’ Bake Pizza stores. Any required standards or Methods of Operation exist to protect our interests in the System and

Marks and to create a uniform customer experience, and not for the purpose of establishing any control or duty to take control over those matters that are reserved to you. The required standards or Methods of Operation will be set forth in the Manual. In some instances, the required standards will include recommendations or guidelines to meet the required standards. You may follow the recommendations or guidelines or some other suitable alternative, provided you meet and comply with the required standards. In other instances, no suitable alternative may exist. In order to protect our interests in the System and Marks, we reserve the right to determine if you are meeting a required standard and whether an alternative is suitable to any recommendations or guidelines.

(e) The Supplements to the Manual may include the use of new or modified Marks, expansion of existing services, introduction of new services or programs, new techniques, standards, specifications and procedures and other developments of the Methods of Operation.

#### 6.15 Confidential Information.

(a) You agree that the Methods of Operation described in the Manual include valuable know-how, information, trade secrets, methods, Manual, standards, designs, usage of the Marks, copyrighted works, products and service sources and specifications, proprietary software, confidential electronic and other communications, methods of Internet and other ECS usage, marketing programs, and research and development connected with the operation and promotion of the Franchised Business, as modified by us at any time. You agree not to communicate or divulge the contents of our Manual or any other information we may deem confidential to any person or entity except those we authorize in writing.

(b) You must keep the Manual, including the Methods of Operation, confidential, and not disclose them other than to your employees and only to the extent necessary for those employees to perform authorized duties. You will not at any time copy, duplicate, record or otherwise reproduce any material that is set forth in the Manual or other proprietary materials. You must follow our security procedures, which include the execution of approved nondisclosure agreements by you and all of your managers. Unauthorized use of the Manual, including the Methods of Operation, will constitute a breach of this Agreement and infringement of our proprietary rights, including trade secrets and copyrights.

#### 6.16 Covenants Not to Compete.

(a) During the term of this Agreement, and any applicable Interim Period as defined in Section 7.5, neither you, your immediate family and household members, nor persons associated with you, including owners involved in the operation of the Franchised Business, will: (i) participate directly or indirectly or serve in any capacity in any business engaged in the wholesale or retail sale of pizza or other products or services offered by the Franchised Business, except for the operation of the Franchised Business and other Papa Murphy's Take 'N' Bake pizza stores pursuant to franchise agreements with us; or (ii) divert, or take away or attempt to solicit, divert, or take away business from, or customers of, the Franchised Business.

(b) For a period of two years after (i) the Transfer, assignment, expiration or termination of this Agreement, for any reason, or (ii) a final arbitration or court order (after all appeals have been taken) with respect to the foregoing events or with respect to enforcement of

this Section 6.16(b), neither you, your immediate family and household members, nor persons associated with you, including owners involved in the operation of the Franchised Business, will participate directly or indirectly or serve in any capacity in a competitive business, including but not limited to any business engaged in the wholesale or retail sale of pizza or other products or services offered by the Franchised Business. This post-termination covenant applies within a 25-mile radius of the Franchised Location. If anyone successfully contests the validity or enforceability of this Section in its present form predicated upon the duration or area of coverage, this provision will not be deemed invalid or unenforceable, but will instead be deemed modified so as to be valid and enforceable, to provide coverage for the maximum geographic scope and duration that any court of competent jurisdiction will deem reasonable, necessary and equitable.

(c) This covenant not to compete is given in part in consideration for training and access to our trade secrets, which, if used in a competitive business, would give you or others an unfair advantage.

(d) At our request, we may require you to obtain the execution of covenants similar to those contained in this Section from all officers, directors, and holders of a beneficial interest in five percent (5%) or more of the securities issued by you, and of any legal entity directly or indirectly controlling you, if you are a corporation; from all members, if you are a limited liability company; and from all general partners, if you are a partnership. Each covenant shall be in a form approved by us, and shall identify us as a third party beneficiary with the independent right to enforce the covenant.

6.17 Notice of Court or Government Action. You will notify us in writing within 15 days of the commencement of any action, suit or proceeding, or of the issuance of any order, writ, injunction, award or decree of any court, agency or government instrumentality, or of any other action of any kind, which may adversely affect your operation of or the financial condition of the Franchised Business.

6.18 Compliance with Anti-Terrorism Laws. You and your owners must comply with and/or assist us to the fullest extent possible in our efforts to comply with Anti-Terrorism Laws (as defined below). In connection with such compliance, you and each of your owners certify, represent and warrant that none of your or their property or interests is subject to being “blocked” under any of the Anti-Terrorism Laws and that you and each of your owners are not otherwise in violation of any of the Anti-Terrorism Laws.

(a) You and each of your owners certify that none of you or them, your or their employees, or anyone associated with you or each of your owners is listed in the Annex to Executive Order 13224 (which can be accessed at <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>). You and each of your owners agrees not to hire (or, if already employed, retain the employment of) any individual who is listed in the Annex.

(b) You and each of your owners certifies that you have no knowledge or information that, if generally known, would result in you, your owners, your or their employees, or anyone associated with you or each of your owners being listed in the Annex to Executive Order 13224.

(c) You are solely responsible for determining what actions you must take to comply with the Anti-Terrorism Laws, and you specifically acknowledge and agree that your indemnification responsibilities set forth in this Agreement pertain to your obligations under this Section 6.18(a) through (e).

(d) Any misrepresentation under this Section 6.18 or any violation of the Anti-Terrorism Laws by you, your owners, agents, or employees shall constitute grounds for immediate termination of this Agreement and any other agreement you have entered into with us or any of our affiliates.

(e) “**Anti-Terrorism Laws**” means Executive Order 13224 issued by the President of the United States, the Terrorism Sanctions Regulations (Title 31, Part 595 of the U.S. Code of Federal Regulations), the Foreign Terrorist Organizations Sanctions Regulations (Title 31, Part 597 of the U.S. Code of Federal Regulations), the Cuban Assets Control Regulations (Title 31, Part 515 of the U.S. Code of Federal Regulations), the USA PATRIOT Act, and all other present and future federal, state and local laws, ordinances, regulations, policies, lists and any other requirements of any governmental authority (including, without limitation, the United States Department of Treasury Office of Foreign Assets Control and any government agency outside the U.S.) addressing or in any way relating to terrorist acts and/or acts of war.

6.19 Franchise Convention. Your attendance at each convention is strongly encouraged. You will pay your cost for travel, accommodations, meals and other expenses. We may charge you a fee to attend.

## 7. **CONTINUATION OF ABILITY TO OPERATE; TERMINATION; STEP-IN RIGHTS**

7.1 Continuing to Operate Beyond this Agreement. This Agreement grants you the right to operate using our Methods of Operation and our Marks for ten years from the Commencement Date, unless terminated earlier under this Agreement. In order for you to continue to operate beyond the ten-year initial term, you must enter into the then-current form of franchise agreement and then-current form of Successive Addendum, the terms of which may vary substantially from this Agreement. The term of any franchise agreement successive to your initial franchise agreement (“**Successive Franchise Agreement**”) will be for five years. Your ability to enter into a Successive Franchise Agreement and continue to operate is contingent on satisfactory performance of this Agreement and any other agreements with us, and our approval of your current location and lease, and you must not be in default under this Agreement or any other agreements between you and us or our affiliates or a third party that relates to the franchise in any way. In addition, in order to receive a Successive Franchise Agreement, the following must occur:

(a) You must submit a written request to continue operating to us not sooner than 12 months before the end of the term and not later than 6 months before the end of the term.

(b) At least 60 days before the expiration date, you must execute the Successive Franchise Agreement and Successive Addendum which may vary in material respects from this Agreement.

(c) At least 60 days before the expiration date, you must pay us a fee equivalent to one-half of the then-current Franchise Fee for our costs incurred in connection with issuing a Successive Franchise Agreement and continuing your right to operate the Franchised Business.

(d) You must execute a general release in the form we require to release us from any claims you may have against us. This general release will apply only to the Franchised Business which is the subject of the Successive Franchise Agreement.

(e) At least 60 days before the expiration date, you or your designated manager will attend and successfully complete any training program we prescribe. This will be done at your expense, including travel, meals, accommodations, and other expenses and our then-current training fee, if any.

If we decide not to continue your franchise rights to operate the Franchised Business, we will give you written notice of our intent not to continue within 60 days after receiving your written request to continue operating. We may extend the term of the franchise for a limited period in order to satisfy this notice requirement, or any other notice requirement under applicable law.

7.2 Termination by Us. We may terminate this Agreement and any other related agreements between the parties for “good cause” if you default under the terms of this Agreement and do not cure the default within the applicable cure period provided below, unless this Agreement specifies that no cure period shall apply. Termination will occur immediately upon delivery to you of our written declaration of termination for failure to cure within the allowed time frame.

(a) Thirty-Day Cure Period. Without limitation we may terminate this Agreement if you default under the terms of this Agreement and do not cure the default within 30 days after receipt of our written notice to cure, if you:

(i) Fail to begin full and continuous operation of the Franchised Business within one year after the Effective Date of signing this Agreement; or

(ii) Breach or violate this Agreement, or any other agreement between you and us or our affiliates, except as otherwise set forth herein; or

(iii) Fail to operate in accordance with the Manual in any way other than those described in sections (b) and (c) immediately below.

(b) Ten-Day Cure Period. We may terminate this Agreement if you fail to pay any amounts required to be paid under this Agreement and do not cure the default within ten days after receipt of our written notice to cure. We may also terminate this Agreement if you close your account or place or cause a “stop payment” instruction with your bank that restricts our ability to electronically withdraw amounts required to be paid to us or our affiliates from your franchise bank account and you fail to open a new account or remove such “stop payment” instruction within ten days after receipt of our written notice to cure.

(c) Twenty-Four Hour Cure Period. We may give you 24 hours’ written notice to cure any default under this Agreement that creates an unsafe, unhealthy, unclean, or unsanitary



condition at the Franchised Location or in connection with any product sold or delivered to consumers by the Franchised Business. We may terminate this Agreement if you fail to cure any such defaults within the 24-hour cure period. In addition, if you have not cured a default within the 24-hour cure period, we have the right to enter your Franchised Business and cause the conditions therein to be corrected without being guilty of or liable for trespass or tort, at your expense, and without prejudice to any other rights or remedies that we may have available to us, including the right to terminate this Agreement.

(d) Immediate Termination. We may immediately terminate this Agreement and any other agreements between the parties without other cause, and without giving you an opportunity to cure, if you:

(i) Fail to continuously actively operate the Franchised Business for two consecutive days or for any shorter period after which it is reasonable under the facts and circumstances to conclude that you do not intend to continue the Franchised Business, unless you close the Franchised Business for a purpose we approve or because of casualty or government order. “Actively operate” means to be open for business and offering all required menu items for sale; or

(ii) Fail to comply with any obligation under this Agreement on three or more occasions within any 12 consecutive month period, whether or not you correct any of the above failures after we deliver written notice to you; or

(iii) Make or have made any material misrepresentation or misstatement in connection with your franchise application or with respect to ownership of the Franchised Business or fail to successfully complete Operations In-Store Training, Enterprise Solution Training, or Foundations Class; or

(iv) Are convicted of or plead guilty to a felony, a crime involving moral turpitude, or any other crime or offense that we believe is injurious or prejudicial to the Papa Murphy’s System, our Marks, or our goodwill, or if we have proof that you have committed such a felony, crime, or offense; or

(v) Operate the Franchised Business in a way that creates an imminent danger to public health or safety; or

(vi) Make any misrepresentation under Section 6.18 or commit any violation of Anti-Terrorism Laws, or your owners, agents or employees make any misrepresentation under Section 6.18 or commit any violation of Anti-Terrorism Laws; or

(vii) Become insolvent or make a general assignment for the benefit of creditors; or if you file a petition in bankruptcy or such a petition is filed against you and not opposed by you; or if you are adjudicated as bankrupt or insolvent; or if a bill in equity or other proceeding for the appointment of a receiver or other custodian for your business or assets is filed and consented to by you; or if a receiver or other custodian of any part of your business or assets is appointed by any court of competent jurisdiction; or if proceedings for a composition with creditors under any state or federal law is instituted by or against you; or if your real or personal property shall be sold at levy thereupon by any sheriff, marshal, or constable; or

(viii) Intentionally underreport Net Sales, falsify financial data, or commit any other act of fraud in connection with our relationship or this Agreement; or

(ix) Fail to comply with any civil or criminal law, ordinance, rule, regulation, or order of public authorities relating to the maintenance or operation of the Franchised Business, including but not limited to those relating to health, safety, sanitation, taxation, employment, immigration, and environmental regulation; or

(x) Allow your lease to terminate or expire; or

(xi) Permit the use of the Franchised Business for any illegal or unauthorized purpose, including but not limited to substitution of products under our trademarks or use of an unapproved product or vendor; or

(xii) Undertake or engage, or your owners or employees undertake or engage, in any activity that we deem to be materially detrimental, injurious, or prejudicial to the value or reputation of the Marks, the System, or the Papa Murphy's brand; or

(xiii) Have an interest, or a legal entity in which you are an owner has an interest, in any other development agreement, franchise agreement, or other agreement with us and that agreement is terminated by us due to any default; or

(xiv) Participate directly or indirectly or serve in any capacity in any business engaged in the wholesale or retail sale of pizza or other products or services offered by the Franchised Business, except for the operation of the Franchised Business and other Papa Murphy's Take 'N' Bake pizza stores pursuant to franchise agreements with us.

7.3 Effect of Termination. Upon any termination or expiration of this Agreement, your license to use the Customer Data will immediately terminate, and you will have no further rights in or to the Customer Data. In addition, upon any termination or expiration of this Agreement, you will immediately:

(a) Return to us all copies of the Manual and Customer Data, if any, all items displaying any Marks and all copyrighted and proprietary items, and cease using any information, contained in this Manual, the Methods of Operation, the Marks, or the Customer Data;

(b) Authorize telephone, Internet, email, electronic network, directory and listing entities to transfer all numbers, addresses, domain names, locators, directories, listings and customer lists to us or our designee;

(c) Cease doing business under any of the Marks, cancel any assumed or fictitious business name registration that includes any of the Marks, assign all domain names and Internet directory listings that contain the Marks to us, and cease from identifying yourself as our franchise owner;

(d) Allow us or our representatives access to the Franchised Business and your computer systems to verify and secure your compliance with your obligations;

(e) Allow us to make a final inspection and audit of your computer system, books, records and accounts;

(f) Abide by the provisions of noncompetition, confidentiality, indemnification, dispute resolution and venue, and all other provisions that expressly or by their nature survive the termination or expiration of this Agreement;

(g) Pay us all amounts you owe us and pay us royalties and other ongoing fees, including applicable Early Termination Damages, as though you were still an active franchise owner, for the longer of: (i) so long as you continue to use the Marks or Methods of Operation; or (ii) so long as you or your successor or assignee remain in a competitive business, unless we have approved the assignment in accordance with this Agreement;

(h) At our option, perform any or all of the following:

(i) Remove all franchise-related equipment, furnishings, décor, signage, trade dress and inventory from the Franchised Location;

(ii) Upon termination, sell the equipment, furnishings, and inventory to us (or such of the same as we may determine), at the depreciated book value (straight-line depreciation over five years) for equipment and furnishings and at your invoice cost for inventory. We will not be liable for payment to you for intangibles, including goodwill, and may set off any amounts owed to us by you;

(iii) Upon expiration, sell the equipment, furnishings, and inventory to us (or such of the same as we may determine), at fair market value. We will not be liable for payment to you for intangibles, including goodwill, and may set off any amounts owed to us by you; and

(iv) Assign to us the lease of the Franchised Location.

#### 7.4 Our Step-In Rights.

(a) In order to prevent any significant interruption to the operation of the Franchised Business, or the risk of harm to the Franchised Business or the System, you grant us the right to operate the Franchised Business in your place for a period of time as specified in this Section, and you agree to cooperate with us if we exercise this right. After an initial 30-day evaluation period, we will either continue to operate the Franchised Business for an additional period of time (not to exceed one year) needed to resolve the underlying issues or return it to you. At the end of said period, we will return the Franchised Business to you provided the cause for interruption or risk of harm has been remedied or we may terminate this Agreement, which shall be considered a termination for good cause under Section 7.2.

(b) You will receive the Net Sales generated by our operation of the Franchised Business provided that we will pay from Net Sales all expenses, debts and liabilities we incur during our operation of the Franchised Business including our personnel and administrative costs, and we also will retain 15 percent of Net Sales to cover our direct and indirect expenses, including our general and administrative and our reasonable legal and accounting costs. In addition, we will

have the option, but not the obligation, to pay for you any claims owed by you to any creditor, landlord, or employee of the Franchised Business and you will reimburse us upon demand.

(c) You agree to provide us with access to and control of the bank accounts of the Franchised Business or the funds necessary in order to pay the debts and ongoing obligations of the Franchised Business, or set up another account for that purpose.

(d) We will have no obligation to retain any of your employees, or to honor any contractual employment commitments you previously made.

(e) Upon our exercise of these rights, you agree to hold us harmless for all acts, omissions, damages, or liabilities arising during operation.

(f) Our operation of the Franchised Business will not operate as an assignment to us of any lease or sublease of franchise property.

7.5 Interim Period. If you do not sign the Successive Franchise Agreement and Successive Addendum prior to the expiration of this Agreement but you continue to accept the benefits of this Agreement after the expiration of this Agreement, then, at our option, this Agreement may be treated as either:

(a) expired as of the date of expiration with you operating without a franchise in violation of our rights; or

(b) continuing on a month-to-month basis (“**Interim Period**”) until one party provides the other with written notice of such party’s intent to terminate the Interim Period, in which case the Interim Period will terminate 30 days after receipt of the notice to terminate the Interim Period. All of your obligations shall remain in full force and effect during the Interim Period as if this Agreement had not expired, and in the event of termination of the Interim Period, all obligations and restrictions imposed on you upon expiration of this Agreement shall be deemed to take effect upon termination of the Interim Period.

7.6 Early Termination Damages. If you discontinue operating your Franchised Business before this Agreement expires, with or without obtaining our prior written consent, or in the event of a termination of this Agreement arising from or related to your default and breach of its provisions, you will become obligated to pay Franchisor early termination damages (“**Early Termination Damages**”). The Early Termination Damages, which shall be considered damages and not a penalty, are not in lieu of other damages, and your payment of these damages shall not constitute a release of any other obligation owed to us. We, you, each individual signing on behalf of you, and each guarantor guaranteeing your obligations hereunder, hereby acknowledge and agree that our losses due to your closure of the Franchised Business or the termination of this Agreement would be highly difficult or impossible to calculate with reasonable certainty and, therefore, have agreed at the outset of this Agreement that the Early Termination Damages, and the formula for calculating these damages, constitutes a reasonable, good faith forecast of our estimated losses and damages due to the premature closure of the Franchised Business or termination of this Agreement.

The amount of the Early Termination Damages is calculated as follows:

- (a) Compute the average monthly Royalty Fee and Brand Marketing Fee due for any consecutive twelve (12) month period within the forty-eight (48) months immediately preceding the date we receive notification of the closure, or if you failed to timely notify us of the closure then the date the Franchised Business closed, or, if the Franchised Business has been open for less than twelve (12) months, the average monthly Royalty Fee and Brand Marketing Fee due since the opening of the Franchised Business (“**Monthly Average**”);
- (b) Multiply the Monthly Average by the number of months remaining in the Term; and
- (c) Divide the resulting total computed in Section 7.6(b) above by two (2).

For example purposes only: If the average monthly Royalty Fee and Brand Marketing Fee were collectively \$1,000 and there were five years (60 months) remaining in the Term, the Early Termination Damages would be \$30,000, calculated as follows:  $\$1,000 \times 60 \text{ months} = \$60,000 \div 2 = \$30,000$ .

If you unilaterally terminate this Agreement prior to the end of the Term, you must give us six months’ prior notice of the early termination (“**Early Termination Notice**”). Within ten (10) days after our receipt of your Early Termination Notice, we will calculate the Early Termination Damages, which will be due and payable thirty (30) days prior to the closure of your Franchised Business. In the event of a termination arising from or related to your default under this Agreement, or that you do not: (i) provide us with the Early Termination Notice at least six months’ prior to the early termination of your Franchised Business and this Agreement; (ii) remain open for at least six months’ after providing us with the Early Termination Notice; and (iii) pay the Early Termination Damages in full at least thirty (30) days prior to closing of the Franchised Business, the Early Termination Damages due may be increased as follows: it will be calculated by multiplying the Monthly Average by the number of months remaining in the Term, and will not be divided by two (2).

## 8. **TRANSFER**

### 8.1 Sale or Assignment by You.

(a) Transfer. You will not make a Transfer or make any lease or sublease of any property you are leasing in connection with the Franchised Business, without our prior written consent, which will not be unreasonably withheld, provided all prerequisites to transfer are met. Any attempted Transfer of any interest in the Franchised Business without our prior written consent will be a default under the terms of this Agreement and will be void. The following conditions must be met before a Transfer will be approved:

(i) To the extent you execute a listing agreement with a broker for the Transfer of any interest in the Franchised Business, you will have provided us with a copy of the listing agreement, together with contact information for the broker and the listing price;

(ii) You must submit a written request to Transfer at least 30 days prior to the close of the Transfer;

(iii) You must submit a fully-executed and complete copy of the purchase agreement from a bona fide purchaser and the purchase price must not exceed by more than twenty percent (20%) the fair market value, as we determine;

(iv) The transferee must assume all of your obligations in connection with the Franchised Business;

(v) You must prove that you have paid all of your debts;

(vi) You must not be in default under this Agreement or any agreement between you and us or our affiliates or a third party that relates to the franchise in any way;

(vii) The transferee must pay for any required training and successfully complete the training then required of new franchise owners;

(viii) In the event a majority or controlling interest in the Franchised Business is transferred, you or the transferee must pay us a transfer fee of \$25,000 less \$2,500 times the number of full years remaining on the initial term of this Agreement. In the event the transfer occurs during the term of a Successive Franchise Agreement, the Transfer Fee will be \$25,000 less \$2,500 times the number of full years remaining on the Successive Franchise Agreement, but in no event less than \$12,500 (“**Transfer Fee**”). This Transfer Fee is subject to a refund pursuant to Section 2.3(c);

(ix) The transferee must execute all of the documents we then require of new or continuing franchise owners including a new franchise agreement with terms that may vary materially from this Agreement, but that are the same generally as those required of other new and continuing franchise owners;

(x) The transferee must meet our subjective and objective standards for new or continuing franchise owners;

(xi) You and your owners must execute a general release in favor of us, in the form we require, to the extent permitted by law. This general release will apply only to the Franchised Business which is the subject of the Transfer;

(xii) You must obtain and submit to us satisfactory evidence of transfer and/or consent of lenders, lessors, and governmental authorities for all material permits, approvals, and licenses; and

(xiii) You must complete all of your obligations under Section 3 of this Agreement and the Franchised Location must be open and operating.

We may expand upon, and provide additional details related to, the conditions for transfer and our consent as described in this Section 8.1(a), and may do so in the Manual or otherwise in writing.

(b) Right of First Refusal. If you receive an offer from a third party to enter into a binding agreement to sell or transfer an interest in this Agreement or the Franchised Business or a controlling ownership interest in the entity holding the Franchised Business, we may elect to purchase the interest for the price contained in the offer upon the following conditions:

(i) Within seven days after receipt of a bona fide offer acceptable to you to Transfer all or part of this Agreement or the Franchised Business, you will notify us of the offer in writing, enclosing a signed copy of the offer. To be a valid bona fide offer, it must contain all essential terms of the proposed transaction, and the proposed purchase price must be in a fixed dollar amount without any contingent payments of purchase price.

(ii) We will then have access to all of your books and records in order to evaluate this offer, including but not limited to your business financial statements and tax returns.

(iii) We may then enter into a purchase and sale agreement with you using our standard form to purchase the same assets or interest that is the subject of the offer to Transfer at the price offered to you. We may substitute cash for any other form of consideration contained in the offer and, at our option, may pay the entire purchase price at closing. We may exercise this right to purchase by notifying you in writing within 21 days after receiving your notice.

(iv) Subject to the conditions in our standard form purchase and sale agreement, we will close the Transfer after we enter into a binding purchase and sale agreement with you.

(v) If we do not exercise our right to purchase within the time set forth in the previous section, you may Transfer the subject interest to a third party, but not at a lower price or on more favorable terms than disclosed to us in writing. Such Transfer is subject to our prior written approval and other conditions specified in this Agreement. If you do not Transfer the subject interest to the transferee on the same terms offered to us, then you must again extend the right of first refusal to us in the manner described above, before another desired Transfer.

(c) You may not grant a subfranchise.

(d) Notwithstanding the preceding section, you may transfer your rights and obligations under this Agreement to a corporation, limited liability company, trust, family limited partnership, or other entity in which you own one hundred percent (100%) of the outstanding stock or membership interest, provided:

(i) You provide notice to us as to your intent to transfer;

(ii) You remain on the Agreement as a party and the entity is added as a co-party;

(iii) You or your operational partner or Certified Manager approved by us continues to devote full-time and best efforts to manage the daily operations of the Franchised Business;

(iv) The entity's activities are confined exclusively to operating the Franchised Business;

(v) The entity assumes joint and several liability with you; and

(vi) Each owner must sign an Owner Agreement and Guaranty in the form attached as **Attachment B**.

(e) You will pay to us an administrative fee for any necessary documentation resulting from an approved change in ownership not to exceed \$500.

(f) If you are a legal entity, your share certificates or other evidence of ownership will bear the following legend, printed legibly and conspicuously:

**THE TRANSFER OF THIS INSTRUMENT IS SUBJECT TO THE TERMS AND CONDITIONS OF A FRANCHISE AGREEMENT WITH PAPA MURPHY'S INTERNATIONAL LLC. REFERENCE IS MADE TO THE FRANCHISE AGREEMENT AND TO ITS RESTRICTIVE PROVISIONS. NO TRANSFER WILL DIMINISH OR MINIMIZE YOUR OBLIGATIONS UNDER THE FRANCHISE AGREEMENT.**

## 8.2 Your Death or Disability.

(a) If you or a majority owner of the legal entity holding the franchise dies or becomes incapacitated, the heirs, beneficiaries or legal representatives of the individual will, within 180 days, either:

(i) Apply to us for the right to continue to operate the Franchised Business for the duration of the term of this Agreement. The right to continue will be granted upon the fulfillment of all the general Transfer conditions (except that no Transfer Fee will be required); or

(ii) Transfer your interest according to the general Transfer conditions.

(b) If we reject your application to continue to operate, the 180 days within which to Transfer will be computed from the date of rejection.

## 9. **INDEMNITY, INSURANCE, CONDEMNATION AND CASUALTY**

9.1 Indemnification. **You and each owner of the Franchised Business will protect, indemnify, defend, and hold us and our officers, directors, employees, members, managers, affiliates, and agents harmless against all claims, demands, actions, causes of action, losses, damages, costs, suits, judgments, investigations, formal or informal inquiry, debts, losses, fines, assessments, taxes, liens, legal fees and disbursements, penalties, expenses, and liabilities (collectively "Liabilities") of any kind or nature arising directly or indirectly out of or in connection with your operation of the Franchised Business, any actions you take or representations you make, or your breach of this Agreement. However, you are not required**



**to indemnify us from any Liabilities to the proportionate extent resulting from our breach of this Agreement or other wrongs we commit.**

9.2 Your Sole Responsibility. As between us and you, you are solely responsible for the safety and well-being of your employees and the customers of the Franchised Business.

9.3 Insurance. You must, upon taking possession of the premises, purchase and at all times maintain in full force and effect:

(a) Insurance policies, in such amounts and on such terms as prescribed by the Manual, issued by an insurance company acceptable to us at all times during the term of this Agreement. Insurance coverage must include, but is not limited to, comprehensive general liability, combined single limit, automobile, employment practices liability, bodily injury and all-risk property damage insurance and all other occurrences against claims of any person, employee, customer, agent or otherwise in an amount per occurrence of not less than such amount set forth in the Manual and adjusted by us periodically. Insurance coverage must also include unemployment and workers compensation insurance and any other additional insurance required by the terms of any lease or lender for the Franchised Business. Insurance policies must insure you, us, our affiliates, and our and our affiliates' respective officers, directors, shareholders, managers, members and all other parties designated by us, as additional named insureds against any liability which may accrue against them because of the ownership, maintenance or operation by you of the Franchised Business. The policies must also stipulate that we shall receive a 30-day prior written notice of cancellation and must contain endorsements by the insurance companies waiving all rights of subrogation against us. Original or duplicate copies of all insurance policies, certificates of insurance, or other proof of insurance (collectively, "**Proof of Insurance**") acceptable to us, including original endorsements effecting the coverage required by this Section, shall be furnished to us together with proof of payment within ten days of issuance thereof.

(b) You must also furnish us with Proof of Insurance within ten days after each of the following events: (i) at all policy renewal periods, no less often than annually, and (ii) at all instances of any change to, addition to, or replacement of any insurance. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

(c) All Proof of Insurance is subject to approval by us. We reserve the right to require complete, certified copies of all required insurance policies at any time. In the event you fail to obtain the required insurance and to keep the same in full force and effect, we may, but shall not be obligated to, purchase insurance on your behalf from an insurance carrier of our choice, and you must reimburse us for the full cost of such insurance, along with a reasonable service charge to compensate us for the time and effort expended to secure such insurance, within five days of the date we deliver an invoice detailing such costs and expenses to you. Notwithstanding the foregoing, your failure to obtain insurance constitutes a material breach of this Agreement entitling us to terminate this Agreement or exercise any or a combination of the other default remedies set forth in Section 7 of this Agreement.

(d) You must also procure and pay for all other insurance required by state or federal law.

(e) We reserve the right to modify minimum insurance requirements or the types of coverage required at any time by updating the Manual.

(f) All public liability and property damage policies shall contain a provision that we, although named as an additional insured, shall nevertheless be entitled to recover under such policies on any loss occasioned by us or our shareholders, members, directors, managers, employees or agents.

(g) All liability insurance policies procured and maintained by you in connection with the Franchised Business will require the insurance company to provide and pay for attorneys to defend any legal actions, lawsuits or claims brought against you, us, our affiliates and our and our affiliates' respective officers, directors, managers, shareholders, members, agents, employees, and all other entities or individuals designated by Franchisor as additional insureds.

(h) You will notify us immediately in writing of any event that could materially affect you or the Franchised Business, and no later than the date on which you notify your insurance carrier.

(i) We make no representation or warranty that compliance with these insurance requirements will insure you against all insurable risks or losses.

(j) Your compliance with insurance requirements will not relieve you of your liability under the indemnification provisions of this Agreement.

#### 9.4 Condemnation and Casualty.

(a) You shall give us notice of any proposed taking through the exercise of the power of eminent domain, at the earliest possible time. If the Franchised Location or a substantial part of the Franchised Location is to be taken, you may request relocation and we may or may not approve your request. Any such approval must be in writing. If such relocation is approved by us, it will be within an area specified by us and the exact location shall be subject to our further written approval. If such relocation is authorized and you open at a new location in accordance with our specifications within 60 days of the closing of the old location, the new location will thereafter be deemed to be the Franchised Location franchised under this Agreement. If such a condemnation takes place and you do not open a new location, for whatever reason, under this Agreement in strict accordance with this Section within 60 days of any written approval by us of a new location, then this Agreement shall terminate immediately upon notice by us to you.

(b) If the Franchised Location is damaged by fire or other casualty, you will expeditiously repair the damage. If the damage or repair requires closing the Franchised Location, you will immediately notify us, will repair or rebuild the Franchised Location in accordance with Franchisor's specifications, and will reopen the Franchised Location for continuous business operations as soon as reasonably practicable (but in any event within 60 days after closing of the Franchised Location), giving us advance notice of the date of reopening. If the Franchised Location is not reopened in accordance with this Section, this Agreement shall immediately terminate upon notice by us to you.

(c) The term of this Agreement shall not be extended by any interruption in the Franchised Location operations except by an act of force majeure that results in the Franchised Location being closed not less than 60 days nor more than 365 days. You must apply for any such extension within 60 days following the reopening of the Franchised Location. Except as expressly provided elsewhere in this Agreement, no event during the term of this Agreement shall excuse you from paying periodic franchise fees in accordance with the preceding requirements of this Agreement to the extent you receive benefits under business interruption insurance or similar coverage you maintain in accordance with the requirements of Section 9.3 above.

**10. NOTICE AND MISCELLANEOUS**

**10.1 Notices.**

(a) All notices sent by one party to the other must be in writing and must be hand-delivered, sent by registered or certified mail, return receipt requested, or overnight courier; or transmitted by facsimile, email or sent via other electronic means, if the sender can verify receipt (with a confirmation copy mailed within three business days). Any notice is considered given and received when delivered, if hand-delivered; if sent by facsimile, email or other electronic means in which receipt can be verified, on the next business day after sent; if mailed, on the third business day following the mailing; and one business day after placement with a reputable air courier service, requesting delivery on the most expedited basis available.

(b) Notices to you will be addressed to you at the address provided below, or at any other address you designate in writing. You are obligated to provide us with a current mailing address, email address and telephone number and to notify us of any change in mailing address, email address or telephone number within ten business days. You understand and agree that providing us with notice of changes in mailing address, email address and telephone number shall be made in the manner provided in this Section for giving notices. If you fail to timely notify us of a change of mailing address, email address or telephone number, all notices sent to the prior address will be deemed properly delivered.

Contact person: \_\_\_\_\_  
Home address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Business address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Cellular Phone: \_\_\_\_\_  
Email address: \_\_\_\_\_

(c) Notices to us will be addressed to us at the following address unless and until a different address has been designated by us in writing:

Papa Murphy's International LLC  
Attention: Legal Department  
8000 NE Parkway Drive  
Suite 350  
Vancouver, WA 98662  
Fax: (360) 260-0500  
Email: Legal@papamurphys.com

10.2 Franchise Advisory Board. A Franchise Advisory Board (“**FAB**”) has been formed and shall be utilized by us to gather input and advice from the franchise community on key initiatives and business issues. The FAB serves in an advisory capacity only. Members of the FAB are franchise owners elected by the franchise community or appointed by us. The purpose of the FAB is to encourage open communication and cooperation between us and our franchise owners. We may, as we deem necessary, change, dissolve or reform the FAB, or create ad hoc committees to provide insight and advice on particular topics.

10.3 Relationship of Parties. This Agreement does not constitute a designation of, or create a relationship with, Franchise Owner as an agent, legal representative, joint venturer, partner, employee, or servant of us or our parent, subsidiary, and affiliated entities for any purpose whatsoever; and it is deemed understood between the parties hereto that Franchise Owner shall be an independent contractor and is in no way authorized to make any contract, agreement, warranty, or representation on behalf of us, our parent, subsidiary, and affiliated entities or to create any obligation, express or implied, on behalf of us, our parent, subsidiary, and affiliated entities. The parties agree that this Agreement does not create a fiduciary relationship between us, our parent, subsidiary and affiliated entities and Franchise Owner.

10.4 Non-Waiver of Rights. Our waiver of any particular right will not affect or impair our rights as to any subsequent exercise of that right of the same or a different kind; nor will any delay, forbearance or omission by us to execute any rights affect or impair our rights as to any future exercise of those rights. No failure by us to exercise any power or right reserved hereunder, or to insist upon strict compliance by Franchise Owner with any obligation or condition hereunder, and no custom or practice of the parties in variance with the terms hereof, shall constitute a waiver of our right to demand strict compliance with the terms hereof. Waiver by us of any particular default by Franchise Owner shall not affect or impair our rights in respect to any subsequent default of the same or of a different nature; nor shall any delay, waiver, forbearance, or omission by us to exercise any power or rights arising out of any breach or default by Franchise Owner or any of the terms, provisions, or covenants hereof affect or impair our rights, nor shall such constitute a waiver by us of any right hereunder or of the right to declare any subsequent breach or default. Subsequent acceptance by us of the payments due under this Agreement shall not be deemed to be a waiver by us of any preceding breach by Franchise Owner of any terms, covenants, or conditions of this Agreement. We may waive or modify any obligation of other franchise owners under agreements similar to this Agreement, and no such waiver or modification shall obligate us to grant a similar waiver or modification to Franchise Owner. Acceptance by us of payments due under this Agreement from any other person or entity shall be deemed acceptance from such person or entity

as an agent of Franchise Owner and not as recognition of such person or entity as an assignee of or successor to Franchise Owner.

10.5 Risk of Operations. You recognize the uncertainties of the Franchised Business, and therefore acknowledge that, except as set forth in this Agreement, no representations or agreements have been made regarding the success, sales potential, or profitability of the Franchised Business or the suitability of any Franchised Location.

10.6 Severability. All provisions of this Agreement are severable and this Agreement will be interpreted and enforced as if all completely invalid or unenforceable provisions were not contained herein and partially valid and enforceable provisions will 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 nonrenewal of this Agreement than is required, or the taking of some other action not required, 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 Franchisor is invalid or unenforceable, the prior notice and/or other action required by law or rule will be substituted for the comparable provisions.

10.7 Interpretation and Execution.

(a) This Agreement is made in the State of Washington, and shall be governed by and interpreted and construed in accordance with the laws of that State without regard to conflict of laws principles, except to the extent governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. §1051 et seq.). Nothing in this Agreement will be considered to extend the scope of application of the Washington Franchise Investment Protection Act or Washington Business Opportunity Fraud Act to you if you are not a resident of the State of Washington and the Franchised Location is not located within the State of Washington.

(b) Any use of the word “including,” or synonymous terms, followed by one or more examples does not in any way limit the antecedent word or phrase.

(c) This Agreement, together with the Attachments and the Certification of Franchise Owner, shall be the entire, full and complete agreement between us and Franchise Owner concerning the subject matter hereof, and shall supersede all prior agreements, and there are no other representations, inducements, promises, or agreements, oral or otherwise, between the parties not embodied herein, which are of any force or effect with reference to this Agreement or otherwise. No amendment, change, or variance from this Agreement shall be binding on either party unless executed in writing by our authorized representatives. Nothing in this or any related agreement, however, is intended to disclaim the representations we made in that certain document titled “Franchise Disclosure Document” that we provided to you prior to your signing this Agreement.

(d) Titles of articles and sections are used for convenience of reference only and are not part of the text, nor are they to be construed as limiting or affecting the construction of the provisions.

(e) All references in this Agreement to the singular shall include the plural where applicable, and all references to the masculine shall include the feminine and vice versa.

(f) No right or remedy of ours in this Agreement is exclusive of any other right or remedy herein, or of any right or remedy provided or permitted by law or equity, but each shall be cumulative of every other right or remedy of ours. You agree that any claim that you may have against us, whether or not arising under this Agreement, shall not constitute a defense to our enforcement of any term of this Agreement.

(g) The parties agree to acknowledge, sign and deliver all further documents, instruments or assurances and to perform all further acts or deeds as may be reasonably required to carry out this Agreement. You agree and hereby appoint us as your attorney-in-fact, which appointment is coupled with an interest and is irrevocable, where required to effect the purposes of this provision.

(h) The provisions of this Agreement which by their terms or by reasonable implication require performance by you after assignment, expiration or termination, remain enforceable notwithstanding the assignment, expiration or termination of this Agreement, including those pertaining to noncompetition, intellectual property protection, confidentiality and indemnity. This Agreement inures to the benefit of and is binding on the respective heirs, legal representatives, successors, and permitted assigns of the parties.

10.8 Modification. This Agreement may be modified only by mutual consent of the parties in writing and signed by an authorized person from each of the parties.

10.9 Representations and Warranties by Franchise Owner. You warrant that you have received a complete copy of this Agreement, our Franchise Disclosure Document and applicable exhibits, and that before signing this Agreement, there was an ample opportunity to review them. **NO STATEMENT WAS MADE, WHETHER ORAL, WRITTEN, OR OTHERWISE, THAT CONTRADICTS THE FRANCHISE DISCLOSURE DOCUMENT OR THIS AGREEMENT.**

10.10 Negotiation and Mediation. This dispute resolution clause applies to claims by and against all parties and their affiliates, successors, owners, members, managers, officers, directors, employees, agents, and representatives, as to claims arising out of or relating to this Agreement or our relationship, except as stated below. The parties will first attempt to resolve any dispute relating to or arising out of this Agreement or our relationship by negotiation. Any dispute subject to negotiation, and not resolved within ten days, must be submitted to nonbinding mediation before commencing further dispute resolution. Mediation will be before a single skilled independent mediator mutually and reasonably agreed on by the parties. The parties will equally bear the costs of mediation. Mediation will be conducted in accordance with the procedures of United States Arbitration and Mediation Service, Inc. (USA&M) at the option of the party initiating mediation or other mediation service agreed to by you and us. The mediation will be conducted in the city in which USA&M has an office nearest our support center at the time the dispute arises, unless otherwise mutually agreed. This dispute resolution clause shall survive the termination or expiration of this Agreement. This clause shall not apply to prevent the immediate filing of any suit to recover Royalty Fees or Brand Marketing Fees owed under this Agreement, or any suit seeking preliminary or permanent injunctive relief, specific performance, or other equitable relief, or any action at law for damage to our property interests or in equity to enjoin any harm to our goodwill, Marks, or our intangible property.

10.11 Waiver of Rights. THE PARTIES HERETO AND EACH OF THEM KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY AGREE AS FOLLOWS:

(a) The parties hereto and each of them EXPRESSLY WAIVE(S) THE RIGHT THAT ANY MAY HAVE TO TRIAL BY JURY.

(b) The parties hereto and each of them EXPRESSLY WAIVE(S) ANY CLAIM FOR PUNITIVE, MULTIPLE, CONSEQUENTIAL AND/OR EXEMPLARY DAMAGES, except that we shall be free to bring an action for willful trademark infringement and, if successful, to receive an award of multiple damages as permitted by law. The parties further agree that if this waiver is unenforceable under applicable law, then any recovery by any party in any forum shall not exceed two times actual damages, except for an award of multiple damages to us for willful trademark infringement.

(c) No party shall initiate or participate in any class action litigation claim against any other party bound hereby.

10.12 Enforcement, Costs and Venue.

(a) You must pay all our damages, including but not limited to expenses, audit, investigation, and experts' costs; collection costs; attorneys' fees and costs; interest on unpaid balances as permitted by law; and all other damages and remedies applicable under the law, resulting from your default under this Agreement or from the indemnification provisions of this Agreement, or incurred in our enforcement of this Agreement.

(b) In specific consideration for the use of the Marks, the exclusive venue and forum of dispute resolution will be in the applicable federal or state court for the judicial district in which Papa Murphy's International LLC has its principal place of business at the time the action is commenced. The parties waive all issues of personal jurisdiction or venue for the purpose of enforcing this Section.

(c) Any and all claims and actions arising out of or relating to this Agreement, the relationship of the parties, or Franchise Owner's operation of the Franchised Business, brought in any forum by any party hereto against the other, must be commenced within two years after the discovery of the facts giving rise to such claim or action, or such claim or action shall be barred, except for claims relating to the financial obligations of Franchise Owner.

10.13 Attorneys' Fees. In the event we are the prevailing party in any litigation or other mandatory dispute resolution, we shall be entitled to recover from you all costs incurred in connection with such litigation or mandatory dispute resolution, including but not limited to attorney's fees, in addition to any other relief to which we are entitled.

10.14 Binding Effect. This Agreement benefits and is binding upon the respective heirs, executors, administrators, successors, and assigns of the parties, but subject to the requirements of this Agreement regarding our permission for your Transfer.

10.15 Notice of Potential Franchisor Profit. You are advised that we and/or our affiliates periodically may make available to you and other franchise owners goods, products and/or services

used or sold in the Franchised Business and that we and/or our affiliates may profit therefrom. You are further advised we and our affiliates periodically may receive consideration from suppliers and manufacturers respecting sales of goods, products or services to you or for services provided or rights licensed to such suppliers and manufacturers. You agree that we and our affiliates will be entitled to such profits and consideration.

10.16 Independent Investigation. THE PROSPECT OF SUCCESS OF THE BUSINESS VENTURE UNDERTAKEN BY FRANCHISE OWNER BY VIRTUE OF THIS AGREEMENT IS SPECULATIVE AND DEPENDS TO A MATERIAL EXTENT UPON FRANCHISE OWNER'S CAPABILITY AS AN INDEPENDENT BUSINESS PERSON AND FRANCHISE OWNER, AS WELL AS OTHER FACTORS. WE MAKE NO REPRESENTATIONS OR WARRANTIES AS TO THE POTENTIAL SUCCESS OF THE BUSINESS VENTURE UNDERTAKEN BY FRANCHISE OWNER HEREBY. FRANCHISE OWNER REPRESENTS AND WARRANTS THAT IT HAS ENTERED INTO THIS AGREEMENT AFTER MAKING INDEPENDENT INVESTIGATIONS OF OUR BUSINESS, AND NOT IN RELIANCE UPON ANY REPRESENTATION BY US AS TO SALES OR PROFITS WHICH FRANCHISE OWNER IN PARTICULAR MIGHT BE EXPECTED TO REALIZE. FRANCHISE OWNER FURTHER REPRESENTS AND WARRANTS THAT WE AND OUR REPRESENTATIVES, EMPLOYEES OR AGENTS HAVE MADE NO REPRESENTATIONS TO INDUCE FRANCHISE OWNER TO ACQUIRE THIS FRANCHISE AND EXECUTE THIS AGREEMENT WHICH ARE NOT EXPRESSLY SET FORTH HEREIN OR IN THE DISCLOSURE MATERIALS PROVIDED TO FRANCHISE OWNER PRIOR TO ENTERING INTO THIS AGREEMENT.

10.17 Our Acceptance. This Agreement will be binding upon you at the time you, and each of your owners, signs it and delivers it to us. This Agreement will not be binding upon us until we accept it in writing by one of our principal officers.

10.18 Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

10.19 Time of Essence. You agree and acknowledge that time is of the essence with regard to your obligations hereunder and that all of your obligations are material to us and this Agreement.

## 11. **FRANCHISE OWNER INFORMATION**

The following information must be completed by the Franchise Owner:

11.1 Managing Owner. The following individual is designated as the individual responsible for the operations and management of the Franchised Business:

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11.2 Statement of Ownership. Franchise Owner's form of ownership is (check one):

**Individual(s)**

**Legal Entity**

Corporation     Limited Liability Company     Partnership

Other (indicate): \_\_\_\_\_

State of incorporation or organization: \_\_\_\_\_

Date of incorporation or organization: \_\_\_\_\_

For each individual owner or entity owner/member/partner, as applicable, list:

<u>Name</u>	<u>Percentage Ownership</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

**If you have more than one signatory, all are jointly and severally bound to this Agreement. Owners of entity franchise owners must each also sign the Owner Agreement and Guaranty attached as Attachment B.**

**[SIGNATURES ON FOLLOWING PAGE]**

IN WITNESS WHEREOF, the parties have signed this Agreement as of the date written below.

**PAPA MURPHY’S INTERNATIONAL LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**FRANCHISE OWNER:**

\_\_\_\_\_  
Entity Name (if applicable)

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**CERTIFICATION OF FRANCHISE OWNER**

Describe all promises and representations made by any of our representatives to you that are not expressly contained in the Franchise Agreement or the Franchise Disclosure Document, but that influenced your decision to sign the Franchise Agreement.

*If the answer is “**NONE**,” please indicate “**NONE**.”*

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Your completion of this Certification of Franchise Owner is a material inducement for us to grant a franchise to you. If you fail to complete and sign this page, we will not execute the Franchise Agreement or we may void the Franchise Agreement if it already has been executed.

The undersigned hereby certifies that the information provided above is true, that the undersigned had an opportunity to obtain the advice of an attorney, and that the undersigned has executed this Certification of Franchise Owner.

**[SIGNATURES ON FOLLOWING PAGE]**

IN WITNESS WHEREOF, the parties have signed this Agreement as of the date written below.

**FRANCHISE OWNER:**

\_\_\_\_\_  
Entity Name (if applicable)

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**ATTACHMENT A**

**FRANCHISED LOCATION AND REQUIRED OPENING DATE**

[This information to be completed by us upon full execution of the Franchise Agreement.]	
<b>Franchise Fee Paid:</b>	\$ _____
<b>Date Paid:</b>	_____
<b>Required Opening Date (pursuant to Section 3.8):</b>	_____

**1. Term:** You shall be permitted to operate the Franchised Business for the following term:

- Ten years from the Commencement Date
- If pursuant to a Successive Addendum, five years from the expiration of the Term of your previous Franchise Agreement
- Other: \_\_\_\_\_

**2. Franchised Location:** This Agreement is for the establishment of one Papa Murphy’s Franchised Business as set forth below. If the exact location for the Franchised Location not determined upon execution of the Franchise Agreement, it will be confirmed in writing (pursuant to Section 3 of the Franchise Agreement):

Franchised Location or, if Franchised Location is not determined upon execution of the Franchise Agreement, the general Site Selection Area designated, is as follows:

\_\_\_\_\_

**[SIGNATURES ON FOLLOWING PAGE]**

IN WITNESS WHEREOF, the parties have signed this Agreement as of the date written below.

**PAPA MURPHY’S INTERNATIONAL LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**FRANCHISE OWNER:**

\_\_\_\_\_  
Entity Name (if applicable)

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
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Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

## ATTACHMENT B

### OWNER AGREEMENT AND GUARANTY FOR ALL ENTITY FRANCHISE OWNERS

As a condition to the granting by Papa Murphy's International LLC ("Franchisor," "we," "us") of a Franchise Agreement ("Franchise Agreement") granting certain rights to the entity listed as the Franchise Owner on the signature block of the Franchise Agreement ("Franchise Owner") to develop a Papa Murphy's Take 'N' Bake Pizza store ("Franchised Business"), each of the undersigned individuals ("Owner" or "you" or "your") agrees jointly and severally to be bound by the terms and restrictions of this Owner Agreement and Guaranty for All Entity Franchise Owners ("Agreement"):

**1. Ownership and Management.** Each of you warrants to us that you, or you and your spouse, if applicable, are the holders of all equity, voting, and other interests in the Franchise Owner and all options, warrants, and rights to acquire an interest in the Franchise Owner. The Owner, or Owner and spouse, if applicable, who is to be responsible for on-premises operation of the Franchised Business will successfully complete training.

**2. Confidentiality and Noncompetition Agreements.**

(a) In-Term Covenants. Each of you agrees that during the term of the Franchise Agreement, including any applicable Interim Period (as defined in the Franchise Agreement) or extension periods, you, your immediate family or household members, and persons associated with you, including owners involved in the operation of the Franchised Business, will abide by the in-term noncompetition and confidentiality agreements of the Franchise Agreement.

(b) Post-Term Covenants. Each of you agrees that for a period of two years after the transfer, expiration, or termination of the Franchise Agreement for any reason, you, your immediate family or household members, and persons associated with you, including owners involved in the operation of the Franchised Business will abide by the post-termination covenant not to compete and confidentiality provisions of the Franchise Agreement. This post-term covenant applies within a 25-mile radius from the Franchised Business.

**3. Guaranty.**

(a) Guaranty. Each of you personally and unconditionally guarantees to us the performance of all of the Franchise Owner's obligations under the Franchise Agreement, including the punctual payment of amounts that the Franchise Owner may now or in the future owe to us or any of our affiliates (including but not limited to interest, and all attorneys' fees, costs, and expenses incurred by any of us in collection).

(b) Term of Guaranty. This guaranty and your obligations under it will continue in effect until the earlier of: (i) two years after the Franchise Owner ceases to operate the Franchised Business, or (ii) two years after you cease holding any ownership interest in the Franchise Owner pursuant to a Transfer approved by us.

(c) Waivers. Each of you waives notice of demand, notice of protest, nonpayment or default, and all other notices to which you may be entitled, except that we will copy you with any notice of termination. You waive any right that you may have to require that an action be brought against the Franchise Owner, and any claims for reimbursement or subrogation that you may have against us as a result of your performance of this Agreement.

**4. Other Certifications, Representations, Warranties and Covenants.** Each of you hereby makes all certifications, representations, warranties, and covenants contemplated by the Franchise Agreement.

**5. Covenant Not To Transfer Interests.** The Franchise Agreement, and your rights and obligations under it, shall remain personal to you. Any proposed transfer by you (regardless of the form of transfer) shall be subject to the same terms and conditions contained in the Franchise Agreement. The term “transfer” shall have the same meaning as in the Franchise Agreement. Each of you agree that you will not at any time, directly or indirectly, voluntarily or involuntarily, make any transfer, unless you first obtain our written approval in compliance with the same transfer provisions of the Franchise Agreement. You will cause all documents evidencing an ownership interest or right to acquire an ownership interest issued by the Franchise Owner to bear a legend indicating that such ownership interest is subject to the restrictions provided for in the Franchise Agreement. You will show us any owners’ agreement ten business days before it is signed for us to review and ensure compliance with this Agreement.

**6. Disputes.** Disputes arising out of or relating to this Agreement shall be resolved in the same manner as provided under the Franchise Agreement, including the provisions of the Franchise Agreement pertaining to mediation, venue, applicable law, time periods, and limitations that govern any disputes between us and you.

**[SIGNATURES ON FOLLOWING PAGE]**



Each of you and your spouse, if your spouse has any direct or indirect interest in the Franchise Owner, have signed this Agreement on the date set forth opposite your signature.

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Date: \_\_\_\_\_

**ATTACHMENT C**

**FORM OF ADDENDUM TO LEASE  
(For Reference Purposes Only)**

**THIS ADDENDUM TO LEASE** is made on \_\_\_\_\_, by and between \_\_\_\_\_, hereinafter referred to as “**Landlord**,” and \_\_\_\_\_, hereinafter referred to as “**Tenant**.”

**RECITALS**

A. Landlord and Tenant have entered into a certain Lease Agreement dated \_\_\_\_\_, and pertaining to the premises located at \_\_\_\_\_ (the “**Lease**”).

B. Landlord acknowledges that Tenant intends to operate a Papa Murphy’s Take ‘N’ Bake Pizza store in the leased premises under a Franchise Agreement (the “**Franchise Agreement**”) with Papa Murphy’s International LLC (“**Franchisor**”).

C. The parties now desire to amend the Lease in accordance with the terms and conditions contained herein.

**AGREEMENT**

1. Use of Premises. Notwithstanding anything to the contrary contained in the Lease, Tenant shall have the right to use the premises for any lawful uses provided that such use does not conflict with any existing exclusives granted to other users in the shopping center and provided that the use is not detrimental to the value of the existing shopping center. Landlord also agrees that no other tenant (other than the grocer) will be allowed to sell pizza.

2. Structural Repairs. Landlord shall be responsible for repairs to the roof, structural repairs to the building, concrete slab and any other expenses that would be considered a capital expense under generally accepted accounting principles.

3. Defects and CAM Pass-Throughs. Landlord agrees that Tenant will not be responsible for any cost of correcting defects in design or construction of the building, remediation of any hazardous substances (as the same may be defined in the Lease), or payment of any insurance deductible, through common area maintenance (CAM) or operating charges.

4. Signage. Landlord agrees to provide Tenant with adequate space on all shopping center identification signs. Tenant is to be allowed to use the standard Papa Murphy's sign package:

- Exterior Signs (one of the following – Specification Sheets available)
  - Illuminated Canister Wall Sign
  - Illuminated Individual Channel Letters flush mounted on Facia
  - Illuminated Individual Channel Letters on Aluminum Raceway (painted to blend w/Facia)
  - Illuminated Individual Channel Letters on Halo Illuminated Raceway

- Letters – According to the then-current signage specifications
- "Open" and "Take N Bake" window neon signs
- Professionally prepared window vinyls
- Shaker boards

5. Curbside Parking. Landlord agrees to provide Tenant with four (4) dedicated parking spaces for customer curbside delivery/pickup in a location to be mutually agreed upon by Landlord and Tenant.

6. Relocation. Landlord agrees there will be no right of relocation by the Landlord for the length of the Lease term to include option periods without written consent of Tenant.

7. Condemnation. Tenant shall have the right to seek a separate damage award from the condemning authority that will not diminish the award to which Landlord is legally entitled.

8. Entry by Landlord. Landlord agrees not to enter premises during peak business hours from 4:00 p.m. to 8:00 p.m., except in the event of an emergency.

9. Percentage Rent. Landlord agrees there shall be no rent based on a percentage of sales or revenue. Further, Tenant shall not be required to provide sales data or Tenant financial information to Landlord.

10. Radius Clause. Landlord agrees that there shall be no radius clause whereby Tenant shall be prohibited from opening or operating another Papa Murphy's Take 'N' Bake Pizza store.

11. Right to Assign.

11.1 Notwithstanding anything to the contrary contained in the Lease, Tenant may, without the consent of Landlord, sublease the premises or assign the Lease to the Franchisor or to a subsidiary, affiliate or franchise owner of Franchisor; provided that such sublease or assignment to Franchisor or any subsidiary or affiliate is subject to Franchisor's agreement to accept a sublease of the premises or an assignment of the Lease. Tenant may not sublease the premises or assign the Lease to any other party without the consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. In the event of an assignment or subletting, Tenant shall remain liable for the payment of all rent and the performance of all of Tenant's obligations under the Lease.

11.2 Any demand for increased rent or other payment or modification of the terms of the Lease by Landlord as a condition to the granting of consent, when consent is required, shall be deemed unreasonable. Landlord may withhold consent only if Landlord determines that the quality of the merchandising operation from the premises may be substantially inferior to other operations in the vicinity of the premises. If Landlord fails to respond in writing within fourteen

(14) days after a request for consent by Tenant or to set forth Landlord's reasons for denying consent, consent shall be deemed given.

12. Landlord's Waiver of Lien. For valuable consideration, Landlord waives all rights to maintain or enforce a statutory or contractual landlord's lien, security interest, or any other claim against personal property located on the premises. Landlord hereby agrees that all personal property belonging to Tenant shall not be subject to any claim by Landlord as compensation for any debt, common area maintenance charge, utility bill, or other monetary claim owed to Landlord by Tenant. Landlord's sole recourse for any moneys owed shall be against Tenant.

13. Continuous Operations. Notwithstanding anything to the contrary contained in the Lease, Tenant shall not be required to continuously operate from the premises and the failure to continuously operate shall not be deemed a default under the Lease.

14. Destruction by Casualty. If the Premises or other parts of the shopping center are damaged or destroyed by any casualty and cannot be repaired or restored within 180 days, Tenant may terminate the Lease effective as of the date of the casualty.

15. Default and Notice Under Lease.

15.1 In the event there is a default by Tenant under the terms of the Lease, or an attempted transfer of Tenant's interest under the Lease, Landlord shall give Franchisor written notice of such default or attempted transfer within ten days after Landlord receives knowledge of its occurrence.

15.2 If Landlord gives Tenant a default notice, Landlord must contemporaneously give Franchisor a copy of such notice. Franchisor will have the right but not the obligation to cure the default and notify Landlord whether it intends to cure the default and take an automatic assignment of Tenant's interest as provided in this Agreement. Franchisor will have an additional fifteen (15) days from the expiration of Tenant's cure period in which to cure the default or violation. The Franchise Agreement gives Franchisor the right of written notice, consent, and right of first refusal for any transfer.

15.3 While Franchisor has the option to have the Tenant's interest in the Lease assigned to it, Franchisor does not have the obligation to exercise such option or accept such assignment.

15.4 All notices to Franchisor shall be sent by registered or certified mail, postage prepaid or by overnight mail to the following address:

Papa Murphy's International LLC  
8000 NE Parkway Drive, Suite 350  
Vancouver, WA 98662  
Attention: Legal Department

16. Right to Cure - Monetary Defaults. Notwithstanding anything to the contrary contained in the Lease, Tenant shall not be deemed in default of a monetary obligation under the

Lease unless Tenant fails to pay any installments of rent or any other additional charges promptly on the day when they shall become due and payable, and such failure to pay shall continue for a period of ten (10) days after written notice by Landlord.

17. Right to Cure - Non-Monetary Defaults. Notwithstanding anything to the contrary contained in the Lease, Tenant shall not be deemed in default of a non-monetary obligation under the Lease unless Tenant fails to promptly keep and perform any affirmative covenants of the Lease strictly in accordance with the terms of the Lease and shall not cure such failure for a period of thirty (30) days after written notice by Landlord of default and demand for performance. Notwithstanding anything to the contrary contained in the Lease, if any default shall occur other than in the payment of money, which cannot with due diligence be cured within a period of thirty (30) days, and Tenant, prior to the expiration of thirty (30) days from and after the giving of the notice, commences to eliminate the cause of such default and diligently pursues the cure of such default, then Tenant shall not be deemed in default under the Lease.

18. Termination, Transfer, or Expiration of Lease or Franchise Agreement.

18.1 Franchisor may at its option take an assignment of Tenant's interest by written notice of its exercise of the option sent within fifteen (15) days after the effective date of any termination, transfer or expiration of the Lease or Franchise Agreement. Landlord may rely on Franchisor's written notice of termination, transfer, or expiration of the Franchise Agreement.

18.2 Franchisor may cure any default in the Lease within fifteen (15) days after exercise of its option; and must assume possession within a reasonable time thereafter. Landlord will assist Franchisor in gaining possession of premises. If Franchisor does not elect to take an assignment of the Tenant's interest, Landlord will allow Franchisor to enter the premises to remove all signs and all other removable items containing Franchisor's trademarks, and to make such other modifications (such as repainting) as are reasonably necessary to distinguish the trademarks and trade dress from those of Franchisor.

19. No Recapture of Excess Rent. Notwithstanding anything to the contrary contained in the Lease, Landlord shall not be entitled to any amounts paid by any subtenant or Tenant in excess of the rents provided for in the Lease.

20. Third Party Amendments. Notwithstanding anything to the contrary in the Lease, Tenant shall not be required to agree to substantive Lease modifications required by Landlord's Lender or other third party and Tenant's failure to so agree shall not result in termination of the Lease or be considered a default under the Lease.

21. Amendments. No amendment or variation of the terms of this Addendum to the Lease shall be valid unless made in writing and signed by the parties hereto.

22. Beneficiary. Landlord and Tenant expressly agree that Franchisor is a third party beneficiary of this Addendum. This Addendum creates no obligations of the Franchisor.

23. Conflict. In the event of any conflict between the terms of the Lease and the terms of this Addendum, the terms of this Addendum shall control.

24. Change in Building Ownership. In the event the Landlord declares bankruptcy or the ownership of the premises is otherwise transferred to someone other than the named Landlord, Tenant shall be assured that the material provisions in the Lease including, but not limited to rent, term, maintenance obligations, use, relocation, and maintenance expenses shall remain consistent with the terms herein.

25. Contractors/Subcontractors. In the event the Landlord requires that certain contractors/subcontractors or maintenance companies be used by the Tenant, the cost for said services shall be consistent with other contractors or maintenance companies of the same trade.

26. Discovery of Hazardous Material. In the event that Tenant's contractor discovers asbestos-containing material or any other hazardous material within the premises, Landlord shall be responsible for the abatement of said hazardous material at its sole cost and expense. In the event that Tenant's opening is delayed as a result of the abatement, the Lease/rent commencement date will be extended one day for every day that construction is held up. For the purposes of this Addendum, hazardous material shall be defined as that which is considered hazardous material by the National Environment Protection Agency at the time of Lease execution.

27. Non-Structural Changes. Tenant shall be allowed to make non-structural changes to the premises without obtaining Landlord approval providing said changes do not exceed \$25,000 per occurrence or require a building permit.

**IN WITNESS THEREOF:** Landlord and Tenant have signed this Addendum as of the day and year first written.

**LANDLORD:**

By: \_\_\_\_\_  
Title: \_\_\_\_\_

**TENANT:**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

## ATTACHMENT D

### NONDISCLOSURE AGREEMENT

This Nondisclosure Agreement (“**Agreement**”) governs the disclosure of information by Papa Murphy’s International LLC (“**Company**”) to the person or entity listed as the Franchise Owner(s) on the signature block of this Agreement (“**Recipient**”) as of \_\_\_\_\_ (“**Effective Date**”).

1. “**Confidential Information**” means any and all technical and general information provided by Company to Recipient, including but not limited to information relating to Company’s franchise system, underlying processes, recipes, mixes, techniques, know-how, ingredients, written documentation, operations manuals, methods of business, business plans, financial information, procurement requirements, purchasing, manufacturing, customer lists, investors, employees, business and contractual relationships, business forecasts, sales and merchandising, marketing plans and information the Company provides regarding third parties.
2. The Recipient agrees that it will hold in strict confidence and not disclose Confidential Information to any third party, except as approved in writing by the Company, and will use the Confidential Information for no purpose other than evaluating or pursuing a business relationship with the Company. The Recipient shall only permit access to Confidential Information to those of its employees or authorized representatives having a need to know and who have signed confidentiality agreements or are otherwise bound by confidentiality obligations at least as restrictive as those contained herein.
3. The Recipient shall immediately notify the Company in the event of any loss or unauthorized disclosure of any Confidential Information.
4. The Recipient’s obligations under this Agreement do not apply to Confidential Information that: (a) was in the public domain before it was communicated to the Recipient through no fault of the Recipient; (b) entered the public domain after it was communicated to the Recipient through no fault of the Recipient; or (c) was in the Recipient’s possession free of any obligation of confidence at the time it was communicated to the Recipient.
5. Upon completion of the evaluation by Recipient or upon written request of the Company, the Recipient shall promptly return to the Company all documents, notes and other tangible materials representing the Confidential Information and all copies thereof.
6. The Recipient recognizes and agrees that nothing contained in this Agreement shall be construed as granting any property rights, by license or otherwise, to any Confidential Information disclosed pursuant to this Agreement, or to any invention or any patent, copyright, trademark, or other intellectual property right that has issued or that may issue, based on such Confidential Information. The Recipient shall not make, have made, use or sell for any purpose any product or other item using, incorporating or derived from and Confidential Information.

7. Confidential Information shall not be reproduced in any form except as required to accomplish the intent of this Agreement. Any reproduction of any Confidential Information shall remain the property of the Company and shall contain any and all confidential or proprietary notices or legends which appear on the original, unless otherwise authorized in writing by the Company.
8. This Agreement shall be governed by and constructed in accordance with the laws of the State of Washington without reference to conflict of law principles. Any disputes under this Agreement may be brought in the applicable federal or state court for the judicial district in which Company has its principal place of business at the time the action is commenced. The parties waive all issues of personal jurisdiction or venue for the purpose of enforcing this Section. This Agreement may not be amended except by a writing signed by both parties hereto.
9. The Recipient agrees that breach of this Agreement will cause Company irreparable harm for which recovery of monetary damages would be inadequate, and that the Company shall be entitled to obtain timely injunctive relief under this Agreement, as well as such further relief as may be granted by a court of competent jurisdiction.
10. If any provision of this Agreement is found by a proper authority to be unenforceable or invalid, such provision shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions.
11. The Recipient will not assign or transfer any rights or obligations under this Agreement without the prior written consent of the Company.
12. All notices or reports permitted or required under this Agreement shall be in writing and shall be delivered by personal delivery, electronic mail, facsimile transmission or by certified or registered mail, return receipt requested, and shall be deemed given upon personal delivery, five days after deposit in the mail, or upon acknowledgement of receipt of electronic transmission. Notices shall be sent to the addresses set forth at the end of this Agreement or such other addresses as either party may specify in writing.

**[SIGNATURES ON FOLLOWING PAGE]**



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

**PAPA MURPHY’S INTERNATIONAL LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**FRANCHISE OWNER:**

\_\_\_\_\_  
Entity Name (if applicable)

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

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Title: \_\_\_\_\_  
Date: \_\_\_\_\_

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Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**PAPA MURPHY’S INTERNATIONAL LLC**

**EXHIBIT E**

**OPERATIONS MANUAL TABLE OF CONTENTS**

## **EXHIBIT E**

### **OPERATIONS EXCELLENCE STANDARDS MANUAL**

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**PAPA MURPHY’S INTERNATIONAL LLC**

**EXHIBIT F**

**STATE LAW ADDENDA**

## EXHIBIT F

### STATE LAW ADDENDA TO FRANCHISE DISCLOSURE DOCUMENT AND FRANCHISE AGREEMENT

The following modifications are to the PAPA MURPHY'S INTERNATIONAL LLC Franchise Disclosure Document and Franchise Agreement and may supersede, to the extent then required by valid applicable state law, certain portions of the Franchise Agreement between the parties listed on the signature page hereto.

#### CALIFORNIA

1. THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE FRANCHISE DISCLOSURE DOCUMENT.

2. Neither we, any person or franchise broker in Item 2 of the Franchise Disclosure Document is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a, *et seq.*, suspending or expelling these persons from membership in this association or exchange.

3. Item 17. Item 17 of the Franchise Disclosure Document has the following additional provisions:

A. California Business and Professions Code Sections 20000 through 20043 provide rights to the franchisee concerning termination or non-renewal of a franchise. If the franchise agreement contains a provision that is inconsistent with the law, the law will control.

B. The franchise agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. Sec. 101 *et seq.*).

C. The franchise agreement contains a covenant not to compete which extends beyond the termination of the franchise. This provision may not be enforceable under California law.

D. The franchise agreement requires application of the laws of Washington. This provision may not be enforceable under California law.

#### ILLINOIS

To the extent required by Illinois law, the Franchise Disclosure Document or Franchise Agreement are amended as follows:

1. Any provision that designates jurisdiction or venue in a forum outside the State of Illinois is not enforceable.



2. The governing law or choice of law provision is not enforceable.

3. The Illinois Franchise Disclosure Act provides that any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of that Act or any other law of the State of Illinois is void. This shall not prevent any person from entering into a settlement agreement or executing a general release regarding a potential or actual lawsuit filed under any of the provisions of the Act, nor shall it prevent the arbitration of any claim pursuant to the provisions of Title 9 of the United States Code.

## MARYLAND

To the extent required by Maryland law, the Franchise Disclosure Document or Franchise Agreement are amended as follows:

1. Special Risk(s) to Consider About This Franchise: The franchisor's financial condition, as reflected in its financial statements (see Item 21), calls into question the franchisor's financial ability to provide services and support to you.

2. Item 5 of the Franchise Disclosure Document and all agreements in this offering are amended to disclose the following:

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.

3. Any provision providing for termination upon bankruptcy may not be enforceable under federal bankruptcy law (11 U.S.C.A. Sec 101, *et seq.*).

4. Maryland regulations (§ 14-226 Maryland Franchise Registration and Disclosure Law) prohibit a franchisor from requiring a franchisee to sign a general release as a condition of the sale, transfer or renewal of the franchise. Therefore, a release required as a condition of the sale, transfer or renewal of the franchise will not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

5. Any requirements that a franchisee sue in a state other than Maryland are modified to reflect that a franchisee may file a civil lawsuit in Maryland for violations of the Maryland Franchise Registration and Disclosure Law.

6. Any provision that requires you to disclaim the occurrence of or acknowledge the non-occurrence of acts that would constitute a violation of the Maryland Franchise Registration and Disclosure Law are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

## MINNESOTA

To the extent required by Minnesota law, the Franchise Disclosure Document or Franchise Agreement are amended as follows:

1. Minnesota law provides franchisees with certain termination and nonrenewal rights. Minnesota Statutes Section 80C.14, subdivisions 3, 4 and 5, require, except in certain specified cases, that a franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for nonrenewal of the franchise agreement.

2. Minnesota Statutes Section 80C.21 and Minnesota Rule Part 2860.4400J, may prohibit us from requiring litigation to be conducted outside Minnesota.

3. Under Minnesota Statutes Section 80C.21, any designation of governing law will not in any way abrogate or reduce any rights of the franchisee as provided for in Minnesota Statutes, Chapter 80C, including the right to submit non-arbitrable matters to the jurisdiction of the courts in Minnesota.

4. In accordance with Minnesota Rule 2860.4400J, we cannot require a franchisee to waive his or her rights to a jury trial or to waive rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction, or to consent to liquidated damages, termination penalties, or judgment notes; provided that this part shall not bar an exclusive arbitration clause.

5. Minnesota Rule 2860.4400D prohibits franchisor from requiring a franchisee to assent to a general release.

6. Pursuant to Minnesota Statutes Section 80C.12, Subdivision 1(g), we will protect your right to use the primary trademark, service mark, trade name, logotype or other commercial symbol or indemnify you from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of franchisor's primary trade name, provided that you have used the primary mark in accordance with our standards and specifications and have notified us within ten days of your knowledge of such claim.

## NEW YORK

To the extent required by New York law, the Franchise Disclosure Document or Franchise Agreement are amended as follows:

1. Item 3 of the Franchise Disclosure Document is amended to provide that except as disclosed in Item 3, neither we, any predecessor, or any person identified in Item 2:

(a) Has an administrative, criminal or civil action pending against that person alleging: a felony; a violation of a franchise, antitrust or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices or comparable civil or misdemeanor allegations or any pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchises and the size, nature or financial condition of the franchise system or its business operations.

(b) Has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the ten-year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud or securities law, fraud,

embezzlement, fraudulent conversion or misappropriation of property, or unfair or deceptive practices or comparable allegations.

(c) Is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State or Canadian franchise, securities, antitrust, trade regulation or trade practices law, resulting from a concluded or pending action or proceeding brought by a public agency, or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

2. Item 4 of the Franchise Disclosure Document is amended by the addition of the following:

Except as disclosed in this Item 4, we, any affiliate, any predecessor, officers, or general partner during the ten-year period immediately before the date of the Franchise Disclosure Document; (a) has not filed as debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code; (b) has not obtained a discharge of its debts under the bankruptcy code; or (c) was not a principal officer of a company or a general partner in a partnership that either filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code or that obtained a discharge of its debts under the U.S. Bankruptcy Code during or within one year after the officer or general partner of the franchisor held this position in the company or partnership.

3. A release issued upon renewal or transfer of the franchise agreement may not apply to claims arising under the General Business Law of the State of New York, Article 33, Section 680 through 695.

4. Under Article 33 of the New York State General Business Law, a provision in the franchise agreement restricting jurisdiction or venue to a forum outside of New York or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this law.

## NORTH DAKOTA

To the extent required by North Dakota law, the Franchise Disclosure Document or Franchise Agreement are amended as follows:

1. Covenants not to compete such as those mentioned in Item 17 may be subject to Section 9-08-06 of the North Dakota Century Code and unenforceable in the State of North Dakota if contrary to Section 9-08-06.

2. The North Dakota Securities commissioner has held the following to be unfair, unjust or inequitable to North Dakota franchisees (NDCC Section 51-19-09) and the following may not be enforceable under North Dakota law:

- A. Requiring North Dakota franchisees to consent to the jurisdiction of courts outside of North Dakota.
- B. Requiring North Dakota franchisees to consent to liquidated damages or termination penalties.
- C. Franchise agreements that specify that they are to be governed by the laws of a state other than North Dakota.
- D. Requiring North Dakota franchisees to consent to the waiver of a trial by jury.
- E. Requiring North Dakota franchisees to consent to a waiver of exemplary and punitive damage.
- F. Franchise agreements that require the franchisee to sign a general release upon renewal of the franchise agreement.
- G. Franchise agreements that require the franchisee to consent to a limitation of claims. The statute of limitations under North Dakota law applies.
- H. Franchise agreements that require the franchisee to pay all costs and expenses incurred by the franchisor in enforcing the agreement. The prevailing party in any enforcement action is entitled to recover all costs and expenses including attorney's fees.

## RHODE ISLAND

To the extent required by Rhode Island law, the Franchise Disclosure Document or Franchise Agreement are amended as follows:

Section 19-28.1-14 of the Rhode Island Franchise Investment Act provides that a “provision in the franchise agreement restricting jurisdiction or venue to a forum outside of the state or requiring the application of the laws of another state is void respecting a claim otherwise enforceable under this Act.”

## VIRGINIA

To the extent required by Virginia law, the Franchise Disclosure Document or Franchise Agreement are amended as follows:

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 franchise agreement and/or area development agreement do not constitute “reasonable cause,” as that term may be defined in the Virginia Retail Franchising Act or laws of Virginia, that provision may not be enforceable.

## WASHINGTON

To the extent required by Washington law, the Franchise Disclosure Document or Franchise Agreement are amended as follows:

1. In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.

2. RCW 19.100.180 may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

3. In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

4. A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

5. Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

6. Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed \$100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed \$250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

7. RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

[SIGNATURES ON FOLLOWING PAGE]

ACKNOWLEDGMENT

It is agreed that the applicable foregoing state law addendum, if any, supersedes any inconsistent portion of the Franchise Agreement dated \_\_\_\_\_, and of the Franchise Disclosure Document, but only to the extent they are then valid requirements of an applicable and enforceable state law, and for only so long as such state law remains in effect.

**PAPA MURPHY’S INTERNATIONAL LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**FRANCHISE OWNER:**

\_\_\_\_\_  
Entity Name (if applicable)

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
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Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**PAPA MURPHY’S INTERNATIONAL LLC**

**EXHIBIT G**

**FORM OF MULTIPLE STORE  
COMMITMENT LETTER  
AND  
AMENDMENT TO FRANCHISE AGREEMENTS**



Date

**RE: Multiple Store Commitment**

Dear \_\_\_\_\_:

Thank you for your commitment to develop, open and operate \_\_\_\_\_ Papa Murphy's Take 'N' Bake Pizza Stores ("**Franchised Businesses**") in the \_\_\_\_\_ designated market area. This multiple store commitment letter ("**Multiple Store Commitment Letter**") has been prepared to outline your development commitment and to memorialize certain terms and conditions associated with your commitment. Capitalized terms not defined herein have the meanings assigned to them in the Franchise Agreements.

1. You have committed to developing \_\_\_\_\_ Franchised Businesses at the following prospective locations ("**Targets**"): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Contemporaneously with this Multiple Store Commitment Letter, you will sign a Franchise Agreement for each Franchised Business. At the time of signing this Multiple Store Commitment Letter and the Franchise Agreements, you agree to deliver the Franchise Fee payment of \$ \_\_\_\_\_ to Papa Murphy's International LLC ("**PMI**"), which represents payment for \_\_\_\_\_ Franchise Fees. By signing this Multiple Store Commitment Letter you acknowledge and agree that the Franchise Fees, once paid, are fully earned by PMI and are non-refundable except as set forth in each individual Franchise Agreement.

3. You agree to construct, equip, open and operate one Franchised Business at one of the above-described Targets in accordance with the time frames described in Section 3 of the Franchise Agreement signed for that location.

4. [If more than 2 stores] You agree to construct, equip, open and operate an additional Franchised Business at one of the remaining Targets at least every six months thereafter until all \_\_\_\_\_ Franchised Businesses are open and operating. [If only 2 stores] You agree to



construct, equip, open and operate the second Franchised Business at the remaining Target at least six months thereafter.

5. [All][Both] \_\_\_\_\_ Targets will be open and operating no later than \_\_\_\_\_ months after the Effective Date of the Franchise Agreements.

6. If you fail to open and continuously operate one or more Franchised Businesses in accordance with the terms of, and in the time frame required by, this Multiple Store Commitment Letter, you agree that you forfeit the right to open all other unopened Franchised Businesses contemplated by this Multiple Store Commitment Letter and that PMI shall be entitled to retain all Initial and Subsequent Franchise Fees without any further obligation to you under this Multiple Store Commitment Letter.

7. All other aspects of the relationship between you and PMI shall be governed by the terms of the individual Franchise Agreement for each Franchised Business. All disputes between the parties shall be resolved in accordance with the terms of each Franchise Agreement. In the case of a conflict between the terms of a Franchise Agreement and this Multiple Store Commitment Letter, the provisions of this Multiple Store Commitment Letter shall prevail.

8. This Multiple Store Commitment Letter may be assigned by PMI at any time without your consent. You may not transfer or assign this Multiple Store Commitment Letter without the advanced written consent of PMI, which may be granted or denied in the sole discretion of PMI.

The terms of this Multiple Store Commitment Letter will be incorporated into each Franchise Agreement by reference in the Amendment to Franchise Agreement that you will sign at the same time you sign each Franchise Agreement. By signing below, you agree to the terms of this Multiple Store Commitment Letter and you acknowledge and agree that the terms of this Multiple Store Commitment Letter will become a part of the terms of the business relationship between you and PMI.

Sincerely,

We have read the terms of this Multiple Store Commitment Letter and acknowledge and agree to be bound by its terms.

\_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Date: \_\_\_\_\_

## AMENDMENT TO FRANCHISE AGREEMENTS

This Amendment to Franchise Agreements (“**Amendment**”) is made and entered into \_\_\_\_\_ and amends each of the Franchise Agreements (“**Franchise Agreements**”) entered into pursuant to the Multiple Store Commitment Letter dated \_\_\_\_\_ and attached hereto and by this reference incorporated herein (“**Multiple Store Commitment**”), by and between Papa Murphy’s International LLC (“**Franchisor**”) and the person(s) listed as the Franchise Owner on the signature block of this Agreement (“**Franchise Owner**”). All capitalized terms not defined herein shall have the meanings assigned to them in the Franchise Agreements.

A. WHEREAS, the parties wish to enter into a Multiple Store Commitment to develop \_\_\_\_\_ Papa Murphy’s Take ‘N’ Bake Pizza stores (“**Franchised Businesses**”) in the \_\_\_\_\_ designated market area at the following prospective locations (the “**Targets**”):

Intersection, City, State

Intersection, City, State

Intersection, City, State

B. WHEREAS, the parties agree that Franchise Owner will sign Franchise Agreements for each of the Targets.

C. WHEREAS, the parties agree that the Franchise Agreements for the Targets shall be modified so that Franchise Owner shall commence full and continuous operations according to the following schedule (the “**Development Schedule**”). The Targets may be opened in any order for purposes of compliance with the Development Schedule:

Target 1: \_\_\_\_\_ from the Effective Date of the Franchise Agreement

Target 2: \_\_\_\_\_ from the Effective Date of the Franchise Agreement

Target 3: \_\_\_\_\_ from the Effective Date of the Franchise Agreement

NOW, THEREFORE, for and in consideration of the mutual covenants and promises herein and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties hereto, the parties agree as follows:

1. Incorporation of Recitals. The foregoing recitals are incorporated into and made a part of this Amendment as if each were specifically recited herein.

2. Franchise Agreements Amended. This Amendment amends the Franchise Agreement for each Target set forth herein.

3. Grant of Franchise; Our Duties; Training. Franchise Owner agrees that it will comply with all of the provisions of Section 2.3 of the Franchise Agreement for Target 1 and that Sections 2.3(a) through (e) will be waived for the \_\_\_\_\_ other Targets.

4. Your Duties. The deadline set forth in Section 6.1 of the Franchise Agreements will be amended in accordance with the Development Schedule.

5. Continuation of Ability to Operate, Termination and Step-In Rights. The deadline set forth in Section 7.3(a)(i) of the Franchise Agreements will be amended in accordance with the Development Schedule.

6. Amendment Binding. This Amendment will be binding upon and inure to the benefit of each party and to each party's respective successors and assigns.

7. No Further Changes. Except as specifically provided in this Amendment, all of the terms, conditions and provisions of the Franchise Agreements will remain in full force and effect as originally written and signed.

**[SIGNATURES ON FOLLOWING PAGE]**

IN WITNESS WHEREOF, the parties have signed this Amendment as of the date first above written.

**PAPA MURPHY’S INTERNATIONAL LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**FRANCHISE OWNER:**

\_\_\_\_\_  
Entity Name (if applicable)

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**PAPA MURPHY'S INTERNATIONAL LLC**

**EXHIBIT H**

**STATEMENT OF FRANCHISEE**

**EXHIBIT H**

**STATEMENT OF FRANCHISEE**

**[Note: Answers Must be Completed by the Prospective Franchisee Only]**

In order to make sure that no misunderstanding exists between you, the Franchisee, and us, Papa Murphy’s International LLC (also called “**Papa Murphy’s**,” the “**Franchisor**” or “**we**”) and to make sure that no violations of law might have occurred, and understanding that we are relying on the statements you make in this document, you assure us as follows:

**Representations.**

1. No oral, written, visual or other promises, agreements, commitments, representations, understandings, side agreements, options, right of first refusal or otherwise have been made to or with me with respect to any matter (including but not limited to advertising, marketing, site location, operational, marketing or administrative assistance, exclusive rights or exclusive or protected territory or otherwise), nor have I relied in any way on the same, except as expressly set forth in the Franchise Disclosure Document, Franchise Agreement or an attached written Addendum or Amendment signed by me and an officer of Papa Murphy’s, except as follows:

*(If the answer is “**NONE**,” please indicate **NONE**)*

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2. No oral, written, visual or other promises, agreements, commitments, representation, understandings, side agreements or otherwise which expanded upon or were inconsistent with the Franchise Disclosure Document or the Franchise Agreement or any attached written Addendum or Amendment signed by me and an officer of Papa Murphy’s, were made to me by any person or entity, nor have I relied in any way on same, except as follows:

*(If the answer is “**NONE**,” please indicate **NONE**)*

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3. Other than the information presented in the Franchise Disclosure Document, no oral, written, visual or other claim or representation (including but not limited to charts, tables, spreadsheets or mathematical calculations to demonstrate actual or possible results based on a combination of variables, such as multiples of price and quantity to reflect gross sales, or

otherwise) which stated or suggested a specific level or range of actual or potential sales, costs, income, expenses, profits, cash flow, tax effects or otherwise (or from which such items might be ascertained) from a Papa Murphy's franchised store ("**Franchised Store**"), was made to me by any person or entity, nor have I relied in any way on any such, except as follows:

*(If the answer is "**NONE**," please indicate **NONE**)*

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4. No contingency, prerequisite, reservation or otherwise exists with respect to any matter (including but not limited to my obtaining financing, or my fully performing any of my obligations), nor have I relied in any way on same, except as expressly set forth in the Franchise Agreement or any attached written Addendum or Amendment signed by me and an officer of Papa Murphy's:

*(If the answer is "**NONE**," please indicate **NONE**)*

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5. The individuals signing constitute all of the officers, partners, shareholders, members, investors, owners, and/or principals. Each of such individuals has reviewed the Franchise Disclosure Document and all exhibits and carefully read, discussed, understands and agrees to the Franchise Agreement, each attached written Addendum or Amendment, and any personal guaranties.

6. I have had an opportunity to consult with an independent professional advisor, such as an attorney or accountant, prior to signing any binding documents or paying any sums, and Papa Murphy's has strongly recommended that I obtain such independent advice. I have also been strongly advised by Papa Murphy's to discuss my proposed purchase of a Franchised Store with any existing Papa Murphy's franchisees prior to signing any binding documents or paying any sums and Papa Murphy's has supplied me with a list of all existing franchisees.

7. I understand that (a) entry into any business venture necessarily involves some unavoidable risk of loss or failure; (b) while the purchase of a franchise may improve the chances for success, the purchase of a Franchised Store or any other franchise is a speculative investment; (c) investment beyond that outlined in the Franchise Disclosure Document may be required to succeed; (d) there exists no guaranty against possible loss or failure in this or any other business; and (e) the most important factors in the success of any Franchised Store, including the one to be

operated by me, are my personal business skills, which include marketing, sales, and management, and require sound judgment and extremely hard work.

If there are any matters inconsistent with the statements in this document or if anyone has suggested that you sign this document without all of its statements being true, correct and complete, immediately inform Papa Murphy's Legal Department (Telephone: (360) 260-7272).

You understand and agree that, other than the information presented in the Franchise Disclosure Document, we do not furnish, or authorize our salespersons, brokers or others to furnish any oral or written information concerning actual or potential sales, costs, income, expenses, profits, cash flow, tax effects or otherwise (or information from which such items might be ascertained), from franchised or non-franchised units, that no such results can be assured or estimated, and that actual results will vary from unit to unit.

You understand and agree to all of the foregoing and represent and warrant that all of the above statements are true, correct and complete.

**PROSPECTIVE FRANCHISEE:**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
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Name: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Date: \_\_\_\_\_

**REVIEWED BY FRANCHISOR:**

**PAPA MURPHY'S INTERNATIONAL LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



**PAPA MURPHY’S INTERNATIONAL LLC**

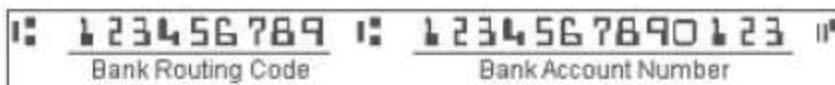
**EXHIBIT I**

**ACH DEBIT AND CREDIT AUTHORIZATION FORM**



## Procedures for the setup of ACH processing

- Under your Franchise Agreement, all fees and other charges due to us must be paid by ACH, including royalties, advertising fees, online ordering transaction fees, gift card settlements, etc. Before Papa Murphy's International LLC (PMI) can process these payments, you must complete the attached ACH Debit and Credit Authorization Form and return it to us.
- In addition, information on the ACH Debit and Credit Authorization Form is needed to set up a Merchant ID (MID), which is necessary to program your POS systems to process gift cards. Once the completed ACH Debit and Credit Authorization Form is received by PMI Billing Support, an MID will be emailed to you at the email address specified on the form.
- The routing number and account number for your account can be found at the bottom of a check as shown below. The routing number is always nine digits. If you don't have checks, your bank can provide you with these numbers upon request. Please make sure to provide the correct routing and account numbers, and write legibly. A voided check does not need to be provided, but may be if you are unsure.



## Franchise fees weekly ACH process

- Weekly net sales are collected each week and used to calculate amounts due for royalties and advertising fees. Additional amounts (including taxes, if applicable) are added for other amounts due under your Franchise Agreement or other agreement that you have authorized us to collect by ACH, including but not limited to print advertising, customer relations management (CRM), online ordering transactions, plus adjustments from any prior week (if any) to determine the total weekly ACH draw.
- This total amount is submitted to the bank on Friday for draw from your account on the next Monday/banking day.
- Concurrent with PMI submitting the ACH transaction to the bank, PMI will send the related invoices to the email address you have provided on the attached ACH form, providing the detail of all amounts due by store and by fee type.
- To subsequently update your email address for invoices / ACH notifications, please send your update request to [billingsupport@papamurphys.com](mailto:billingsupport@papamurphys.com).

## **Gift Card program weekly ACH settlement process**

- When you sell / activate a gift card, the card balance is loaded by the FDMS system, and you deposit those funds into your account with all other daily receipts.
  - Gift card activations represent a “Gift Card Payable” on your books.
- When you redeem a gift card, the card balance is reduced by the FDMS system, but the funds are not transferred to your account that same day.
  - Gift card redemptions create a “Gift Card Receivable” on your books.
- Every Tuesday, weekly gift card redemptions and activations through the previous day (Monday) are compiled and a net settlement ACH amount by location is submitted to the bank for next day processing (Wednesday). Note: no email or other notice is sent on what the ACH transaction amount is, however:
  - The amount to be settled can be easily obtained from your WSR report generated by your POS system, or that you prepare manually, by netting gift card activations and redemptions, less program fees.
  - The exact amount of your weekly net receivable/payable to be settled is also available from the First Data website which you will have access to.
    - You can view transaction and summary reports and bank reconciliation reports with drilldown capability to individual transactions.
    - Prior day activity is available after 10:00 a.m. Central time.
    - Gift card detail is only retained on their website for six months. If you need it for longer than six months, you should save a copy with your own accounting records.

Remember: to avoid incurring any NSF fees, ensure that you keep adequate funds in your account on file with Papa Murphy’s to cover the Monday draw for royalties, Brand Marketing Fund fees, and other authorized amounts, and the Wednesday gift card settlement ACH.



## ACH Debit and Credit Authorization Form

Information on this form is confidential and may only be used for the purposes described below. Please complete this form and email it to [billingsupport@papamurphys.com](mailto:billingsupport@papamurphys.com), or you may fax it to our secure fax line 360-326-1679.

As contemplated by a Franchise Agreement(s) entered into between \_\_\_\_\_ (“Franchise Entity”) and Papa Murphy’s International LLC, I (we) hereby authorize Papa Murphy’s Holdings, Inc. or one of its direct and wholly owned subsidiaries, including Papa Murphy’s International LLC ( “PMI”), or its designated representative to initiate debits or credits to the Bank Account noted below to settle all gift card transactions or to pay royalties, advertising fees, or other amounts due under a Franchise Agreement or that I (we) have authorized in writing (including by email or other electronic communication). For clarity, this authorization is valid only for the Papa Murphy’s stores listed below, and any additional stores that Franchise Entity may open or acquire pursuant to a valid Franchise Agreement between the Franchise Entity and PMI:


I (we) understand that payments authorized by this ACH Debit and Credit Authorization will be for variable amounts and dates and I (we) hereby expressly waive all pre-notification periods for recurring, routine weekly and monthly payments due under a Franchise Agreement or that I have authorized in writing. For amounts paid at other intervals, I (we) do not waive pre-notification requirements; and as such, PMI will provide advanced notification of any debits to my Bank Account listed below of both the amount and date of the debit, but in no case will the notification be less than seven calendar days.

I (we) authorize PMI to initiate adjustments for any transactions credited or debited in error. I acknowledge that I am subject to a \$35 non-sufficient funds (“NSF”) fee if a valid charge is returned unpaid by my financial institution. If PMI elects not to collect an NSF fee for any item, it will not constitute a waiver of PMI’s right to collect an NSF fee for any future returned items.

The undersigned hereby certifies that they are a duly authorized signer on the Bank Account listed below and may execute this ACH Debit and Credit Authorization as or on behalf of the Franchise Entity above.

**Bank Account Information:**

Bank Name	Bank Routing Number (9 digits)
Signature of Authorized Representative	Date
	Bank Account Number

This ACH Debit and Credit Authorization will continue until withdrawn in writing with at least 15 days’ written notice or other means acceptable to PMI. Revocation of this ACH Debit and Credit Authorization does not terminate your obligation to pay any amounts due to PMI, but applies only to the method of payment.

The email address to where all notifications under this ACH Debit and Credit Authorization will be sent as to the amount, date or other details of any debits, and if applicable the Merchant ID required for setup of gift card processing, is the following:

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**PAPA MURPHY'S INTERNATIONAL LLC**

**EXHIBIT J**

**GUARANTEE OF PERFORMANCE**

**EXHIBIT J**  
**GUARANTEE OF PERFORMANCE**

For value received, MTY Franchising USA, Inc., a Tennessee corporation (the “**Guarantor**”), located at 9311 E. Via De Ventura, Scottsdale, Arizona 85258, absolutely and unconditionally guarantees to assume the duties and obligations of Papa Murphy’s International LLC, a Delaware limited liability company (the “**Franchisor**”), located at 8000 NE Parkway Drive, Suite 350, Vancouver, Washington 98662, under its franchise registration in each state where the franchise is registered, and under its Franchise Agreement identified in its 2022 Franchise Disclosure Document, as it may be amended, and as that Franchise Agreement may be entered into with franchisees and amended, modified or extended from time to time. This guarantee continues until all such obligations of the Franchisor under its franchise registrations and the Franchise Agreement are satisfied or until the liability of Franchisor to its franchisees under the Franchise Agreement has been completely discharged, whichever first occurs. The Guarantor is not discharged from liability if a claim by a franchisee against the Franchisor remains outstanding. Notice of acceptance is waived. The Guarantor does not waive receipt of notice of default on the part of the Franchisor. This guarantee is binding on the Guarantor and its successors and assigns.

The Guarantor signs this guarantee at St Laurent, Quebec, Canada on March 8, 2022.

Guarantor:

MTY Franchising USA, Inc.

By: \_\_\_\_\_

  
Eric Lefebvre, Chief Executive Officer and  
Director

**PAPA MURPHY’S INTERNATIONAL LLC**

**EXHIBIT K**

**FINANCIAL RESPONSIBILITY AGREEMENT**



## EXHIBIT K

### FINANCIAL RESPONSIBILITY AGREEMENT

This Financial Responsibility Agreement (“**Agreement**”) is entered into \_\_\_\_\_, between the entity or person(s) listed on the signature block of this Agreement (“**Franchise Owner**”) and Papa Murphy’s International LLC (“**PMI**”).

#### RECITALS

WHEREAS, PMI is in the business of offering Papa Murphy’s Take ‘N’ Bake Pizza store franchises, and Franchise Owner operates or will operate one or more such stores under one or more franchise agreements with PMI; and

WHEREAS, Franchise Owner currently has or plans to install a point of sale (“**POS**”) system in Franchise Owner’s store(s), and the hardware, licenses, software and related services for said POS system are available from, and sold by, NCR Corporation, successor-by-acquisition to Radiant Systems, Inc. (referred to hereafter as “**NCR**”); and

WHEREAS, PMI has entered into an agreement with NCR, as amended from time to time (the “**NCR Agreement**”), whereby PMI has obtained a bulk pricing discount to purchase certain perpetual POS software licenses, which are specifically described in Sections 3(b) and 3(c) of Addendum Number 3 to the NCR Agreement (the “**Licenses**”) for the purpose of passing along the benefit of the discount to the owners of Papa Murphy’s Take ‘N’ Bake Pizza stores; and

WHEREAS, the NCR Agreement also provides for special pricing to Papa Murphy’s Take ‘N’ Bake stores for Software Maintenance, Hosting and other Services, and, in return for said special pricing, PMI has agreed to be responsible for invoicing all Papa Murphy’s Take ‘N’ Bake stores for maintenance and hosting fees provided by NCR, as well as making payments therefor on behalf of said stores; and

WHEREAS, based on the foregoing, Franchise Owner desires to purchase any Licenses and pay for Software Maintenance, Equipment Maintenance, Hosting and other Services, under the terms of the NCR Agreement, and Franchise Owner and PMI desire to memorialize the terms of Franchise Owner’s financial responsibility for the foregoing;

NOW, THEREFORE, Franchise Owner and PMI hereby agree as follows:

#### AGREEMENT

1. The foregoing recitals are incorporated as part of this Agreement.
2. Contemporaneously with signing this Agreement, Franchise Owner will sign the Franchisee Addendum attached hereto as **Exhibit A**.
3. Franchise Owner hereby agrees that, if Franchise Owner does not hold all needed Licenses for Franchise Owner’s store(s), Franchise Owner will purchase and pay for such Licenses. Franchise Owner agrees that PMI may collect amounts owed by Franchise Owner for

any Licenses by automated clearinghouse (“ACH”) deduction from Franchise Owner’s bank account using the ACH authorization that Franchise Owner has provided to PMI for collection of franchise fees and other amounts owing to PMI (“ACH Authorization”), if said amount has not been paid directly to NCR.

4. In connection with the Licenses, Franchise Owner has or will purchase from either NCR or PMI, at PMI’s sole discretion, all necessary hardware to operate the “PMI Enterprise Solution,” as the same is defined and specified by PMI in its operations manuals, and Franchise Owner agrees to use the PMI Enterprise Solution continuously until such time as this Agreement terminates. In the event the hardware is purchased from PMI, Franchise Owner agrees that the cost(s) of the hardware may be collected by PMI by deduction from Franchise Owner’s bank account pursuant to the ACH Authorization.

5. Franchise Owner acknowledges and agrees that Franchise Owner will pay, and is solely financially responsible for, all Software Maintenance, Equipment Maintenance, Hosting and other Services, as the same are defined in the NCR Agreement. Franchise Owner agrees that such payments may be collected by PMI by deduction from Franchise Owner’s bank account pursuant to the ACH Authorization.

6 Franchise Owner acknowledges and agrees that a secured payment gateway is a mandatory component of the POS system, and Franchise Owner agrees that any fees related to the secured payment gateway may be collected by PMI by deduction from Franchise Owner’s bank account pursuant to the ACH Authorization.

7. Franchise Owner agrees to be responsible for sales taxes, any other taxes and any shipping and handling fees associated with the purchase, sale and delivery of the Licenses, Software Maintenance, Equipment Maintenance, Hosting and other Services, as well as purchases or leases of any hardware associated with the foregoing or the NCR Agreement.

8. Each and every payment obligation of Franchise Owner under this Agreement, and every other debt, liability and obligation of every type and nature which Franchise Owner may now or at any time hereafter owe to PMI or NCR under this Agreement, whether now existing or hereafter created or arising, and whether direct or indirect, due or to become due, absolute or contingent, including but not limited to all principal, interest, fees, expenses and other charges, shall be considered an “**Obligation**” under this Agreement.

9. All Obligations shall be paid by Franchise Owner within fifteen (15) days after an invoice is sent to Franchise Owner. Failure by Owner to pay any Obligation within said period shall be considered a default under this Agreement. It shall also be considered a default under this Agreement if Franchise Owner closes Franchise Owner’s bank account or places or causes a stop payment with Franchise Owner’s bank that restricts PMI’s ability to electronically withdraw amounts required to pay PMI or NCR under this Agreement or the NCR Agreement. All obligations not paid within fifteen (15) days after an invoice is sent to Franchise Owner shall thereafter incur interest at the lower of: (1) 1.5 percent per month; or (2) the highest rate applicable law allows. Franchise Owner acknowledges that PMI will incur additional administrative expenses for Obligations not timely paid, and Franchise Owner therefore agrees that, in addition to, and not in lieu of, all other PMI rights and remedies hereunder, Franchise Owner shall also pay

PMI a fee of \$75.00 in each instance that: (1) Franchise Owner fails to pay any Obligation within fifteen (15) days after an invoice is sent to Franchise Owner; or (2) Franchise Owner closes Franchise Owner's bank account or places or causes a stop payment with Franchise Owner's bank that restricts PMI's ability to electronically withdraw amounts required to pay PMI or NCR under this Agreement or the NCR Agreement.

10. In the event of Franchise Owner's default under this Agreement, PMI may, after ten (10) days' written notice, exercise all remedies it has under this Agreement, and at law and in equity. Default under this Agreement shall also be considered a default under any and all other Agreements between PMI and Franchise Owner.

11. Franchise Owner will reimburse PMI on demand for all costs of collection of any of the Obligations, all expenses incurred by PMI in connection with any default of this Agreement by Franchise Owner, and enforcement of this Agreement by PMI, including all reasonable attorneys' fees incurred by PMI whether or not any litigation or bankruptcy or insolvency proceeding is commenced.

12. FRANCHISE OWNER WILL DEFEND (WITH LEGAL COUNSEL REASONABLY ACCEPTABLE TO PMI), INDEMNIFY AND HOLD HARMLESS PMI AND ITS AFFILIATES FROM AND AGAINST DEMANDS, ACTIONS, LAWSUITS, JUDGMENTS, SETTLEMENTS, DAMAGES, CLAIMS, LIENS, PENALTIES, LIABILITIES, COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES AT ANY ADMINISTRATIVE PROCEEDING, TRIAL AND ON ANY APPEAL) ARISING OUT OF OR RESULTING IN ANY WAY FROM FRANCHISE OWNER'S BREACH OR VIOLATION OF ANY TERM OR CONDITION OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO FAILURE TO PAY ANY OBLIGATION. FRANCHISE OWNER WILL BE RESPONSIBLE FOR AND PAY PMI'S REASONABLE ATTORNEYS' FEES AND COSTS INCURRED IN ANY PROCEEDING, INCLUDING MEDIATION AND/OR ARBITRATION, WHERE PMI SUCCESSFULLY ENFORCES ITS RIGHTS UNDER THIS INDEMNITY PROVISION.

13. Either party to this Agreement may terminate the Agreement if: (1) the NCR Agreement terminates or is expired and not extended; or (2) all franchise agreements between Franchise Owner and PMI have terminated or expired and Franchise Owner is no longer operating any Papa Murphy's Take 'N' Bake stores. Franchise Owner shall have no other right to terminate this Agreement. PMI may terminate this Agreement if Franchise Owner is in default of this Agreement or any other agreement between Franchise Owner and PMI. Franchise Owner's duty to pay any Obligations incurred as of the date of termination, as well as PMI's remedies for failure to pay such Obligations, shall survive the termination of this Agreement. In the event of termination prior to Franchise Owner paying the entire purchase price specified herein for the Licenses, all of Franchise Owner's rights in the Licenses shall terminate and revert to PMI.

14. Terms not otherwise defined in this Agreement shall have the meanings ascribed to them, if any, under the NCR Agreement and such meanings will automatically change at the time that any amendment to the NCR Agreement, which changes such meanings, becomes effective.

15. All notices under this Agreement must be in writing and will be deemed given when delivered or placed in the United States mail, registered or certified, postage prepaid or via a nationally-recognized overnight courier or delivery service, addressed to the respective party at the respective address set forth on the signature page of this Agreement. Any party may change its address for notices under this Agreement by giving written notice to the other parties.

16. This Agreement may be waived, amended, modified or terminated only in a writing signed by PMI and Franchise Owner.

17. This Agreement is governed by the laws of the State of Washington without regard to conflicts of law principles. If any provision of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability will not affect other provisions or applications that can be given effect and this Agreement will be construed and enforced as if the unlawful or unenforceable provision or application had never been contained in or prescribed by this Agreement.

18. This Agreement embodies the entire agreement and understanding among the parties relative to the subject matter hereof and supersedes all prior agreements and understandings relating to such subject matter.

19. This Agreement is binding upon and will inure to the benefit of the parties and their successors and assigns.

20. This Agreement may be executed in several counterparts, each of which will be an original, and all of which will constitute one and the same instrument.

**[SIGNATURES ON FOLLOWING PAGE]**

IN WITNESS WHEREOF, the parties have signed this Agreement as of the date written above.

**PAPA MURPHY’S INTERNATIONAL LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**FRANCHISE OWNER:**

\_\_\_\_\_  
Entity Name (if applicable)

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

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Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

## EXHIBIT A

### TO NCR FINANCIAL RESPONSIBILITY AGREEMENT

#### FRANCHISEE ADDENDUM

This Franchisee Addendum (the “**Addendum**”) is made by and between NCR Corporation, successor-by-acquisition to Radiant Systems, Inc. (“**Radiant**”), and the party signing below as the Client (the “**Client**”) and shall be effective as of \_\_\_\_\_.

This Addendum is entered into pursuant to Section 1.2 of that certain Radiant Software License, Support and Purchase Agreement (the “**Master Agreement**”) entered into as of August 12, 2009, between Radiant and Papa Murphy’s International, Inc., now known as Papa Murphy’s International LLC (“**PMI**”). Capitalized terms used herein but not defined herein shall have the meanings ascribed thereto in the Master Agreement.

By execution of this Addendum, Client:

- (i) represents that it is an authorized Franchisee of PMI;
- (ii) expresses its desire to take advantage of the offering of Software, Equipment and Services made available under the Master Agreement;
- (iii) acknowledges the terms of the Master Agreement and agrees to be bound by the terms of the Master Agreement and the Services Agreement as a “Client” thereunder for the unexpired balance of the Term thereunder with respect to Orders placed by Client pursuant to the Master Agreement and as to other applicable matters under the Master Agreement and the Services Agreement; and
- (iv) the address for notices to Client under the Master Agreement and the Services Agreement shall be as set forth below its signature on this Franchisee Addendum.

**[SIGNATURES ON FOLLOWING PAGE]**

**AGREED TO BY:**

**CLIENT:**

\_\_\_\_\_  
Entity Name (if applicable)

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
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Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Address for notices to Client:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PAPA MURPHY’S INTERNATIONAL LLC**

**EXHIBIT L**

**DEVELOPMENT BILLING AGREEMENT**



## EXHIBIT L

### DEVELOPMENT BILLING AGREEMENT

This Development Billing Agreement (“**Agreement**”) is entered into and effective on \_\_\_\_\_, between Papa Murphy’s International LLC (“**PMI**”), a Delaware limited liability company, and the entity or person(s) listed as the Franchise Owner on the signature block of this Agreement (“**Franchise Owner**”).

WHEREAS, PMI is in the business of offering Papa Murphy’s Take ‘N’ Bake Pizza store franchises.

WHEREAS, Franchise Owner has entered into a franchise agreement dated \_\_\_\_\_ (“**Franchise Agreement**”), with PMI to develop and operate a Papa Murphy’s Take ‘N’ Bake Pizza store (the “**Store**”) at \_\_\_\_\_.

WHEREAS, under the terms of the Franchise Agreement, Franchise Owner is required to enter into the Agreement which allows PMI to place orders on Franchise Owner’s behalf.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Incorporation of Recitals. The foregoing recitals are incorporated as part of this Agreement as if each were specifically recited herein.

2. Development Costs. PMI may incur development costs for the Store on Franchise Owner’s behalf in PMI’s reasonable discretion as needed, including but not limited to architect’s fees, site survey, permits, equipment, supplies, exterior signage, lighting, décor, cabinets, point of sale system, smallwares, broker’s fees and attorney’s fees (“**Development Costs**”).

3. Marketing Costs. PMI may incur marketing costs for the Store on Franchise Owner’s behalf in PMI’s reasonable discretion as needed, including but not limited to new store marketing/grand opening spend, local store marketing, direct mail, digital marketing, and agency fees (“**Marketing Costs**”).

4. ACH Authorization. Franchise Owner authorizes PMI or its designated representative to initiate entries to the bank account specified below (“**Bank Account**”) for purposes of collecting by ACH all Development Costs and/or New Store Marketing/Grand Opening Spend paid or to be paid by PMI on Franchise Owner’s behalf under this Agreement (said authorization is referred to herein as the “**ACH Authorization**”). Franchise Owner understands that the transaction amounts will be for a variable amount and hereby expressly waives all pre-notification periods. Franchise Owner authorizes PMI to initiate adjustments for any transactions credited or debited in error. The undersigned hereby certifies that he or she is duly authorized to execute this ACH Authorization as or on behalf of the respective account holder.

**ACH Account Information:**

_____ Bank Name		_____ Bank Routing Number (9 digits)
_____ Signature of Authorized Representative	_____ Date	_____ Bank Account Number

5. Payment of Development Costs and Marketing Costs. Franchise Owner agrees to pay all Development Costs and/or Marketing Costs, and that PMI may collect via ACH all Development Costs and/or Marketing Costs paid or to be paid on Franchise Owner’s behalf. PMI will pay such Development Costs and/or Marketing Costs when invoices are properly presented to PMI by the relevant service or material provider (“**Vendors**”) or Franchise Owner. PMI shall have no responsibility to pay invoices if there are insufficient funds available in the Bank Account to do so. In addition to the foregoing, PMI may reimburse itself via ACH for Development Costs and/or Marketing Costs that PMI has paid directly to Vendors.

6. PMI as Payment Agent. The following provisions shall control with respect to the rights, duties and liabilities of PMI to pay Development Costs and/or Marketing Costs:

(a) PMI is not responsible or liable in any manner whatsoever for the (i) sufficiency, correctness, genuineness or validity of any written instrument, notice or evidence of a party's receipt of any instruction or notice from any Vendor which is received by PMI, or (ii) identity or authority of any person executing such instruction, notice or evidence.

(b) In the performance of its duties and obligations hereunder, PMI shall be entitled to rely upon any and all statements, certifications and/or representations made to PMI by Vendors or Franchise Owner, without investigation or inquiry.

(c) PMI shall have no responsibility hereunder except for the performance by it in good faith of the acts to be performed by it hereunder, and the PMI shall have no liability except for PMI’s own: (i) breach of this Agreement, (ii) willful misconduct, or (iii) gross negligence. In no event shall PMI have any responsibility for the performance or non-performance of any Vendor.

(d) PMI shall not be responsible for the solvency or financial stability of any financial institution where the Bank Account is held.

(e) PMI shall be reimbursed by Franchise Owner for any reasonable expenses incurred by PMI arising from a dispute or claim by a Vendor or other third party with respect to payment of Development Costs and/or Marketing Costs or any dispute between Franchise Owner and a Vendor or other third party, including the cost of any legal expenses and court costs incurred by PMI, should PMI deem it necessary to retain an attorney with respect to the dispute or claim.

7. Indemnification. **Franchise Owner will defend (with legal counsel reasonably acceptable to PMI), indemnify and hold harmless, PMI and its affiliates from and against**

**demands, actions, lawsuits, judgments, settlements, damages, claims, liens, penalties, liabilities, costs and expenses (including reasonable attorneys' fees at any administrative proceeding, trial and on any appeal) arising out of or resulting in any way from: (1) any dispute between Franchise Owner and Vendor or other third party; (2) property damage, bodily injury or death related to development of the Store; and (3) Franchise Owner's breach or violation of any term or condition of this Agreement, including but not limited to failure to pay any obligation. Franchise Owner will be responsible for and pay PMI's reasonable attorneys' fees and costs incurred in any proceeding, including mediation and/or arbitration, where PMI successfully enforces its rights under this indemnity provision. This indemnification obligation is in addition to, and not in lieu of, any indemnification obligation that Franchise Owner may have to PMI under another agreement.**

8. Notices. All notices under this Agreement must be in writing and will be deemed given when delivered or placed in the United States mail, certified, postage prepaid or via a nationally-recognized overnight courier or delivery service, addressed to the respective party at the respective address set forth in the franchise agreement. Any party may change its address for notices under this Agreement by giving written notice to the other parties.

9. Modification. This Agreement may be waived, amended, modified or terminated only in a writing signed by PMI and Franchise Owner.

10. Governing Law. This Agreement is governed by the laws of the State of Washington without regard to conflicts of law principles. If any provision of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability will not affect other provisions or applications that can be given effect and this Agreement will be construed and enforced as if the unlawful or unenforceable provision or application had never been contained in or prescribed by this Agreement.

11. Entire Agreement. This Agreement embodies the entire agreement and understanding among the parties relative to subject matter hereof and supersedes all prior agreements and understandings relating to such subject matter.

12. Binding Effect. This Agreement is binding upon and will inure to the benefit of the parties and their successors and assigns.

13. Counterparts. This Agreement may be executed in several counterparts and by electronic methods, each of which will be an original, and all of which will constitute one and the same instrument.

**[SIGNATURES ON FOLLOWING PAGE]**

IN WITNESS WHEREOF, the parties have signed this Agreement as of the date written above.

**PMI:**

**PAPA MURPHY’S INTERNATIONAL LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**FRANCHISE OWNER:**

\_\_\_\_\_  
Entity Name (if applicable)

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
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Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**PAPA MURPHY’S INTERNATIONAL LLC**

**EXHIBIT M**

**SUCCESSIVE ADDENDUM**

## EXHIBIT M

### SUCCESSIVE ADDENDUM

This Successive Addendum (“**Addendum**”) is entered into \_\_\_\_\_, by and between Papa Murphy’s International LLC, a Delaware limited liability company (“**we**”) and the person(s) or entity listed as the Franchise Owner on the signature block of this Agreement (“**you**”).

### RECITALS

You and we have entered into a Franchise Agreement, dated as of \_\_\_\_\_ for the operation of a Papa Murphy’s Take ‘N’ Bake Pizza store located at \_\_\_\_\_ (the “**Current Franchise Agreement**”).

The term of the Current Franchise Agreement is expiring and you and we are entering into a new franchise agreement (the “**Successive Franchise Agreement**”).

You and we desire to amend the terms of the Successive Franchise Agreement by incorporating the terms of this Addendum into the Successive Franchise Agreement.

### AGREEMENT

1. Definitions. All terms capitalized but not otherwise defined herein will have the same meanings ascribed to them in the Successive Franchise Agreement.

2. Amendment. Sections 2.3(a)-(g), 2.3(i), 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.7, 3.8, 5.2(b) and 6.1 of the Successive Franchise Agreement are hereby deleted in their entirety; provided, however, that Sections 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.7 and 3.8 shall be reinstated in the event that we grant you the right to relocate the Franchised Business under Section 3.10 of the Successive Franchise Agreement.

3. Section 2.1(a) of the Successive Franchise Agreement is deleted in its entirety and replaced with the following:

“(a) We grant to you a non-exclusive license to operate the Franchised Business at its current location, using the Marks and Methods of Operation for five years from the expiration date of your prior Franchise Agreement, unless terminated earlier under this Agreement.”

4. Successive Franchise Fee. Section 4.1 of the Successive Franchise Agreement is deleted in its entirety and replaced with one of the following based on the version of the expiring Current Franchise Agreement:

“4.1 Successive Franchise Fee. You will pay the sum of \$5,000 plus, if due and payable, all applicable federal, state or municipal taxes, as a non-recurring successive franchise fee (“**Successive Franchise Fee**”) at least 60 days before the

expiration date of your prior Franchise Agreement. The Successive Franchise Fee shall be paid by means of check, money order or wire transfer. The Successive Franchise Fee is fully earned upon payment and is nonrefundable.”

☐ “4.1 Successive Franchise Fee. You shall pay the sum of \$7,500 plus, if due and payable, all applicable federal, state or municipal taxes, as a non-recurring successive franchise fee (“**Successive Franchise Fee**”) at least 60 days before the expiration date of your prior Franchise Agreement. The Successive Franchise Fee shall be paid by means of check, money order or wire transfer. The Successive Franchise Fee is fully earned upon payment and is nonrefundable.”

☐ “4.1 Successive Franchise Fee. You shall pay the sum equivalent to one-half of the then current Franchise Fee, plus, if due and payable, all applicable federal, state or municipal taxes, as a non-recurring successive franchise fee (“**Successive Franchise Fee**”) at least 60 days before the expiration date of your prior Franchise Agreement. The Successive Franchise Fee shall be paid by means of check, money order or wire transfer. The Successive Franchise Fee is fully earned upon payment and is nonrefundable.”

5. Continuing to Operate Beyond this Agreement. The opening paragraph of Section 7.1 of the Successive Franchise Agreement is deleted in its entirety and replaced with the following:

“7.1 Continuing to Operate Beyond this Agreement. This Agreement grants you the right to operate using our Methods of Operation and our Marks for five years from the Commencement Date, unless terminated earlier under this Agreement. In order for you to continue to operate beyond the five-year term, you must enter into the then-current form of Franchise Agreement and then-current form of Successive Addendum, the terms of which may vary substantially from this Agreement. The term of any Franchise Agreement successive to this Agreement (“**Successive Franchise Agreement**”) will be for five years. Your ability to enter into a Successive Franchise Agreement and continue to operate is contingent on satisfactory performance of this Agreement and any other agreements with us, and our approval of your current location and lease, and you must not be in default under this Agreement or any other agreements between you and us or our affiliates or a third party that relates to the franchise in any way. In addition, in order to receive a Successive Franchise Agreement, the following must occur:”

6. Transfer. Section 8.1(a)(viii) of the Successive Franchise Agreement is deleted in its entirety and replaced with the following:

“(viii) In the event a majority or controlling interest in the Franchised Business is transferred during the term of a Successive Franchise Agreement, you or your transferee must pay us a transfer fee in the amount of \$25,000 less \$2,500 times the number of full years remaining on the Successive Franchise Agreement, but in no event less than \$12,500 (“**Transfer Fee**”).”

7. Addendum Binding. This Addendum will be binding upon and inure to the benefit of each party and to each party's respective successors and assigns.

8. No Further Changes. Except as specifically provided in this Addendum, all of the terms, conditions and provisions of the Successive Franchise Agreement will remain in full force and effect as originally written and signed.

**[SIGNATURES ON FOLLOWING PAGE]**



IN WITNESS WHEREOF, you and we have duly executed this Addendum as of the date written below.

**PAPA MURPHY'S INTERNATIONAL LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**FRANCHISE OWNER:**

\_\_\_\_\_  
Entity Name (if applicable)

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

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Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**PAPA MURPHY’S INTERNATIONAL LLC**

**EXHIBIT N**

**RELEASE OF CLAIMS**

## EXHIBIT N

### RELEASE OF CLAIMS

For and in consideration of the agreements and covenants described below, Papa Murphy's International LLC ("**Franchisor**"), the entity or person(s) listed as the Franchise Owner on the signature block of this Release of Claims ("**Franchise Owner**") and the person(s) listed as guarantors on the signature block of this Release of Claims ("**Guarantors**") enter into this Release of Claims ("**Release**") as of \_\_\_\_\_ ("**Effective Date**").

### INTRODUCTION

A. Franchisor and Franchise Owner entered into a Papa Murphy's Take 'N' Bake Pizza® Franchise Agreement dated \_\_\_\_\_ (the "**Franchise Agreement**") for the Papa Murphy's located at \_\_\_\_\_ (the "**Franchised Business**").

B. Franchise Owner desires to enter into a Successive Franchise Agreement whereby Franchisor will grant Franchise Owner the right to continue to operate the Franchised Business beyond the term of the Franchise Agreement.

C. As a condition to entering into a Successive Franchise Agreement, Franchisor requires execution of a release of claims by Franchise Owner.

### AGREEMENTS

1. Consideration. As consideration for Franchisor agreeing to enter into a Successive Franchise Agreement, and other good and valuable consideration, Franchise Owner Parties (as defined below) hereby execute this Release, and Franchisor, by its signature below, accepts the same.

2. Release of Claims.

2.1 Definitions.

(a) As used herein, the term "**Franchisor Parties**" shall have the following meaning: Franchisor and all persons or entities acting on Franchisor's behalf or claiming under Franchisor, including each of Franchisor's corporate parents, subsidiaries, affiliates, owners, and the respective officers, directors, owners, stockholders, managers, members, employees, insurers, attorneys, agents, successors, predecessors, assigns, heirs and personal representatives of any of them.

(b) As used herein, the term "**Franchise Owner Parties**" shall have the following meaning: Franchise Owner, Franchise Owner's Guarantors, and all persons or entities acting on Franchise Owner's behalf or claiming under Franchise Owner, including without limitation each of Franchise Owner's corporate parents, subsidiaries, affiliates, owners, and the respective officers, directors, owners, stockholders, managers, members, employees, insurers, attorneys, agents, successors, predecessors, assigns, heirs and personal representatives of any of them.

(c) As used herein, the term “**Claims**” shall have the following meaning: claims, suits, debts, liabilities, causes of action, demands, contracts, promises, obligations, losses, rights, controversies, damages, costs, expenses (including without limitation actual attorneys’ fees and costs incurred), actions and causes of action of every nature, whether known or unknown, direct or indirect, vested or contingent, claims, at law or in equity, whether arising by statute, common law, or otherwise, including without limitation claims for negligence.

2.2 The Franchise Owner Parties irrevocably and unconditionally waive, release, acquit and forever discharge, and covenant not to sue, the Franchisor Parties of and from any and all Claims that they may now have, or at any time previously had, or hereafter may have or claim to have, against each or any of the Franchisor Parties arising out of or relating to any conduct, transaction, occurrence, act or omission at any time before the Effective Date relating to the Franchise Agreement, the Franchised Business, the franchise relationship between the Parties, the offer or sale of any franchise, or any other agreement between any of the Franchise Owner Parties and any of the Franchisor Parties.

2.3 The Franchise Owner Parties represent that they have not assigned or transferred, or purported to assign or transfer, any Claim released by them under Section 2.2 above.

2.4 In entering into this Release, Franchise Owner represents that it has had the opportunity to consult an attorney of its own choice, that an attorney of its own choice has reviewed this Release, that the undersigned have read the terms of the Release, and that the terms of this Release are understood and voluntarily accepted by it.

2.5 **[CA ONLY]:** The undersigned intend this Release to cover, encompass, release, and extinguish all claims and matters which might otherwise be reserved by California Civil Code Section 1542 and any similar provision of any other applicable law. California Civil Code Section 1542 provides as follows:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED THE SETTLEMENT WITH THE DEBTOR.”

3. General. No amendment to this Release or waiver of the rights or obligations of either party shall be effective unless in writing signed by the parties. This Release is governed by the laws of the State of Washington without regard to conflicts of laws principles. If any provision of this Release is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Release will remain in full force and effect. This Release contains the entire agreement and understanding of the parties concerning the subject matter of this Release.

IN WITNESS WHEREOF, you have duly executed this Release as of the date written below.

**FRANCHISE OWNER:**

\_\_\_\_\_  
Entity Name (if applicable)

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
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Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**PERSONAL GUARANTORS:**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Date: \_\_\_\_\_

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Name: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Date: \_\_\_\_\_

**ACCEPTED BY:**

**PAPA MURPHY'S INTERNATIONAL LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

## PAPA MURPHY'S INTERNATIONAL LLC

### FRANCHISE DISCLOSURE DOCUMENT EFFECTIVE DATES

The following states have franchise laws that require that the 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 Disclosure 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:

<b>State</b>	<b>Effective Date</b>	<b>State</b>	<b>Effective Date</b>
California		New York	
Hawaii		North Dakota	
Illinois		Rhode Island	
Indiana		South Dakota	
Maryland		Virginia	
Michigan		Washington	
Minnesota		Wisconsin	

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.

**PAPA MURPHY'S INTERNATIONAL LLC**

**EXHIBIT O**

**RECEIPT**

## EXHIBIT O RECEIPT

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 Papa Murphy's International LLC offers you a franchise, we must provide this Disclosure Document to you 14 days before you sign a binding agreement with, or make a payment to, us or an affiliate in connection with the proposed franchise sale or grant.

Iowa, New York, and Oklahoma require that we give you this Disclosure Document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

Michigan requires that we give you this Disclosure Document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If Papa Murphy's International 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 law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, DC 20580 and the state agency identified on **Exhibit A**. Papa Murphy's International LLC authorizes the respective state agencies identified on **Exhibit A** to receive service of process for it in the particular state.

The franchisor is Papa Murphy's International LLC with a principal address and telephone number of 8000 NE Parkway Drive, Suite 350, Vancouver, Washington 98662, telephone (360) 260-7272. The only franchise sellers offering the franchise are listed below, each having a principal address and telephone number the same as franchisor:

•	Victoria Tullett	•	John Wuycheck	•	Shemar Pucel	•	Dan Rudolph
•	Doug Merenda	•	Jay Goldstein	•	Ramin (Ray) Zandi	•	Traci Zandi
•	Other: _____						

Issuance Date: March 28, 2022

I received a Papa Murphy's International LLC Disclosure Document with an Issuance Date of March 28, 2022, that included the following Exhibits:

- |   |   |
|---|---|
| <p>A: List of State Administrators and Agents for Service of Process</p> <p>B: List of Franchisees and Certain Former Franchisees</p> <p>C: Financial Statements</p> <p>D: Form of Franchise Agreement</p> <p>E: Operations Manual Table of Contents</p> <p>F: State Law Addenda</p> <p>G: Form of Multiple Store Commitment Letter and Amendment to Franchise Agreements</p> | <p>H: Statement of Franchisee</p> <p>I: ACH Debit and Credit Authorization Form</p> <p>J: Guarantee of Performance</p> <p>K: Financial Responsibility Agreement</p> <p>L: Development Billing Agreement</p> <p>M: Successive Addendum</p> <p>N: Release of Claims</p> <p>O: Receipt</p> |
|---|---|

\_\_\_\_\_  
Signature of Prospective Franchisee

Print Name: \_\_\_\_\_

Legal Entity Name: \_\_\_\_\_  
(if applicable)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Prospective Franchisee

Print Name: \_\_\_\_\_

Legal Entity Name: \_\_\_\_\_  
(if applicable)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

If you are receiving a hard copy of this Disclosure Document, please sign and date both copies of this receipt, keep one copy (Franchisee Copy) for your records, and mail one copy (Franchisor Copy) to the address listed on the front page of this Disclosure Document or send to Franchise Recruitment by email to [franchise@papamurphys.com](mailto:franchise@papamurphys.com) or by fax to (360) 326-1883.



## EXHIBIT O RECEIPT

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 Papa Murphy's International LLC offers you a franchise, we must provide this Disclosure Document to you 14 days before you sign a binding agreement with, or make a payment to, us or an affiliate in connection with the proposed franchise sale or grant.

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•	Doug Merenda	•	Jay Goldstein	•	Ramin (Ray) Zandi	•	Traci Zandi
•	Other: _____						

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|---|---|

\_\_\_\_\_  
Signature of Prospective Franchisee

Print Name: \_\_\_\_\_

Legal Entity Name: \_\_\_\_\_  
(if applicable)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Prospective Franchisee

Print Name: \_\_\_\_\_

Legal Entity Name: \_\_\_\_\_  
(if applicable)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

If you are receiving a hard copy of this Disclosure Document, please sign and date both copies of this receipt, keep one copy (Franchisee Copy) for your records, and mail one copy (Franchisor Copy) to the address listed on the front page of this Disclosure Document or send to Franchise Recruitment by email to [franchise@papamurphys.com](mailto:franchise@papamurphys.com) or by fax to (360) 326-1883.