

Franchise Disclosure Document
Franchise Agreement

GN INDEPENDENTS INC.

FRANCHISE DISCLOSURE DOCUMENT

GN INDEPENDENTS, INC.
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As a GLASS NICKEL PIZZA CO. franchise, you will operate a modern pizza business, which can be either a carryout and delivery restaurant or a dine-in restaurant and bar.

The initial investment necessary to begin operation of Glass Nickel Pizza Co.® Restaurant carryout and delivery franchise is $933,000 to $1,320,500. This includes $25,000 that must be paid to the franchisor or affiliate. The initial investment necessary to begin operation of a Glass Nickel Pizza Co.® Restaurant dine-in and bar franchise is $936,500 to $1,698,500. This includes $35,000 that must be paid to the franchisor or affiliate.

This disclosure document summarizes certain provision of your franchise agreement and other information in plain English. Read this disclosure document and all accompanying agreements carefully. You must receive this disclosure document at least 14 calendar days before you sign a binding agreement with, or make any payment to, the franchisor or an affiliate in connection with the proposed franchise sale. **Note, however, that no 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 disclosures in different formats, contact Megan Nicholson, 2916 Atwood Ave., Madison, Wisconsin, 53704; (608) 332-7211; info@gnpizza.com .

The terms of your contract will govern your franchise relationship. Don't rely on this 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, D.C. 20580. You can also visit the FTC's home page at www.ftc.gov for additional information. Call your state agency or visit your public library for other sources of information on franchising.

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

Date of Issuance: July 31, 2026

How to Use This Franchise Disclosure Document

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

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

What You Need To Know About Franchising *Generally*

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

Business model can change. The franchise agreement may allow the franchisor to change its manuals and business model without your consent. These changes may require you to make additional investments in your franchise business or may ham1 your franchise business.

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

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

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

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

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

Some States Require Registration

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

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

Special Risks to Consider About *This* Franchise

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

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

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

State Effective Dates

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

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

State	Effective Date
Wisconsin	July 31, 2026

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

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ITEM 1. THE FRANCHISOR, ITS PREDECESSORS AND AFFILIATES

To simplify the language in this Disclosure Document, the words "we," "us" and "our" refer to the franchisor, GN Independents, Inc. The words "you" and "your" refer to the person to whom we award the franchise, whether you are an individual or a corporation, limited liability company or other business entity. If you are a corporation, limited liability company or other business entity, certain provisions of this Disclosure Document also apply to your owners and will be noted.

We incorporated in the State of Wisconsin on September 7, 2006 for the sole purpose of offering Glass Nickel Pizza Co. franchises. Our principal business address is 2916 Atwood Ave., Madison, Wisconsin 53704. We have offered franchises since December 29, 2006. We do business only under our corporate name and the name "Glass Nickel Pizza Co."

The Franchisor

We franchise the right to operate Glass Nickel Pizza Restaurants that are modern pizza businesses which can be either a carryout and delivery restaurant or a dine-in restaurant and bar. The franchise or franchised restaurant does business under the trade name, "Glass Nickel Pizza Co.®", and also uses our other related service marks, trademarks or logos (our "Marks"). Carry out and delivery restaurants typically require 2,400 to 3,000 square feet of space. Dine-in restaurants typically require 4,000 to 6,000 square feet of space. Both models should be located near a main thoroughfare and have ample parking. The franchise operates using our standards, methods, procedures and specifications, called our "System".

We are not engaged in any other line of business. We do not own or operate a business of the type being franchised, but our Affiliates do.

Our Parents, Predecessors and Affiliates

We do not have any parent companies or predecessors. Our Affiliate, Madison's Dough Boys, Inc., was incorporated in Wisconsin on August 13, 1997 and is located at 2916 Atwood Ave., Madison, Wisconsin 53704. It has owned and operated one Glass Nickel Pizza Restaurant in Madison, Wisconsin, since November 1997. Another Affiliate, Pupperoni, Inc., was incorporated in Wisconsin on December 14, 2022, and acquired an existing Glass Nickel Pizza Restaurant in Brookfield, Wisconsin on January 30, 2023, and a third Affiliate, WauKeza, Inc., was incorporated in Wisconsin on August 12, 2024, and opened a new Glass Nickel Pizza Restaurant in Waukesha, Wisconsin on February 22, 2025. In the past, Madison's Dough Boys, Inc. granted four licenses to use the trademark "Glass Nickel Pizza Co." to licensees in connection with the operation of a restaurant ("Trademark Licensees"). No Trademark Licensees remain; three of the Trademark Licensees have converted to become franchises of ours and the fourth Trademark Licensee terminated its license with Madison's Dough Boys, Inc., as of September 30, 2016. Unlike our franchisees, Trademark Licensees received the right to use the trademark only, for use with their own methods of business operations, and did not receive the right to use our System of business operations or the training, support and assistance we offer franchisees. In addition, as of January 1, 2018, Madison's Dough Boys, Inc., assigned all of its trademarks to us, and became a franchisee of ours. For further information about the trademark "Glass Nickel Pizza Co.," refer to ITEM 13 of this Disclosure Document.

General Description of the Market and Competition

A Glass Nickel Pizza Restaurant franchise offers fresh traditional American foods with gourmet complements on the menu to the general public. In addition to the sophisticated flare of some of the foods, the bar in the dine-in unit offers craft beers, wine, and basic cocktails. You may have to compete with other pizza restaurants, including franchised

operations, national chains and independently owned companies providing pizza to families. You may also encounter competition from other Glass Nickel Pizza Restaurant franchises. Changes in local and national economic conditions and population density affect this industry and are generally difficult to predict. You will face other business risks that could have an adverse effect on your business, including pricing policies of competitors, changes to laws or regulations, changes in supply and demand, new technologies and competition that provide related products. Our ability to fulfill our obligations under our Franchise Agreement depends in part on our present and future financial condition. Litigation risks also exist, including future litigation that may not be predicted.

Industry Specific Regulations

Every state and many local jurisdictions have enacted laws, rules, regulations and ordinances that may apply to the operation of your franchised restaurant, including those that: (a) establish general standards, specifications and requirements for the construction, design and maintenance of the restaurant premises; (b) regulate matters affecting the health, safety and welfare of your customers, such as general health and sanitation requirements for the storage, handling, cooking and preparation of food, restrictions on smoking, availability of and requirements for public accommodations, including restrooms; (c) set standards pertaining to employee health and safety; (d) regulate matters affecting requirements for accommodations for disabled persons; (e) set standards and requirements for fire safety and general emergency preparedness; (f) regulate the proper use, storage and disposal of waste; and (g) regulate the sale of alcoholic beverages. You should investigate whether there are regulations and requirements that may apply in the geographic area in which you are interested in locating your franchised restaurant and should consider both their effect and cost of compliance. Under the Franchise Agreement, you alone are responsible for complying with all applicable laws and regulations despite any advice or information that we may give you.

Agents for Service of Process

Our agents for service of process are disclosed in Exhibit A to this Disclosure Document.

ITEM 2. BUSINESS EXPERIENCE

President/Co-Owner: Megan Derleth Nicholson

Ms. Nicholson is our President and Co-Owner and has been with us since our incorporation. In addition, Ms. Nicholson is Co-Owner of our Affiliate, Madison Dough Boys, Inc. and has been since January, 2018, and has also been a Co-Owner of our Affiliate, Pupperoni, Inc., since December, 2022, and WaukeZa, Inc., since August, 2024. Previously, from April 2001 to May 2004, Ms. Nicholson was a law enforcement officer for the City of Madison, Wisconsin. Before that, from 1998 to April 2001, Ms. Nicholson was Delivery Driver for our Affiliate, Madison's Dough Boys Inc., in Madison, Wisconsin.

Vice President/Treasurer/Co-Owner: Timothy Jay Nicholson

Mr. Nicholson is our Vice President, Treasurer and Co-Owner and has been with us since our incorporation. In addition, Mr. Nicholson is Co-Owner of our Affiliate, Madison's Dough Boys, Inc. and has been since 1997. He has also been a Co-Owner of our Affiliate, Pupperoni, Inc., since December, 2022, and WaukeZa, Inc., since August, 2024.

Director of Franchise Operations: Trevor Rakow

Mr. Rakow is our Director of Franchise Operations and joined us in July, 2019. He also has been a Co-Owner of our affiliate, Pupperoni, Inc., since December, 2022, and WaukeZa, Inc., since August, 2024. Previously, he was a regional manager for the Roaring Fork Restaurant Group from May, 2015 through July, 2019. In that capacity, he oversaw multiple units and helped in the operations development of the company's newest concept, Grate. From 2011 through May, 2015, Mr. Rakow was employed by Noodles & Company.

ITEM 3. LITIGATION

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

ITEM 4. BANKRUPTCY

No person previously identified in ITEMS 1 or 2 of this Disclosure Document has been involved as a debtor in proceedings under the U.S. Bankruptcy Code required to be disclosed in this ITEM.

ITEM 5. INITIAL FRANCHISE FEE

FRANCHISE FEE You must pay an initial "franchise fee" of $25,000 for a carryout and delivery restaurant and $35,000 for a dine-in restaurant when you sign the Franchise Agreement. The franchise fee is paid to us in a lump sum when you sign the Franchise Agreement and is nonrefundable except as described below. The franchise fee is payment, in part, for expenses incurred by us in furnishing assistance and services to you as set forth in the Franchise Agreement and for costs incurred by us, including general sales and marketing expenses, training, legal, accounting and other professional fees. If a qualified employee is to open his/her first franchise and owns at least 50% of the franchise, we will reduce the franchise fee to $15,000 for a carryout and delivery restaurant and $25,000 for a dine-in restaurant. To be a qualified employee, the individual must have at least 24 months of service as an employee of a Glass Nickel Pizza Co.® restaurant with experience in all major aspects of the restaurant including pizza line experience, kitchen experience, delivery experience, phone/customer service experience and wait staff experience if he/she worked at a dine-in Glass Nickel Pizza Co.® restaurant. If a qualified employee is to become an owner of a new franchise with less than 50% ownership but at least 25% ownership we will reduce the franchise fee to $20,000 for a carryout and delivery restaurant and $30,000 for a dine-in restaurant. We have waived the franchise fee for Trademark Licensees who terminated their trademark license agreements with our Affiliate, Madison's Dough Boys, Inc., and entered a Franchise Agreement, waived the franchise fee for our Affiliate, Madison's Dough Boys, when it became a franchisee and assigned its trademarks to us, and reduced the franchise fee for a qualified employee. Otherwise, the franchise fee is uniform for all franchisees.

Refunds

We will refund 50% of the franchise fee if we terminate the Franchise Agreement before you begin operations of the franchised restaurant based on one of the following reasons: (a) you fail to timely select a location for your

franchised restaurant meeting our approval ("approved location"); (b) you fail to timely develop and open your approved location for business; or (c) we, in our discretion, have determined that you are unable to satisfactorily complete the training program described in ITEM 11 of this Disclosure Document.

The nonrefundable portion of the franchise fee is compensation to us for our efforts in offering and selling a franchise to you, for our franchise sales and marketing activities to promote the sale of a franchise to qualified franchisees, our participation in the franchise sale, our legal compliance with franchise laws and regulations, site selection assistance and guidelines, the development and hosting of initial training programs and our participation in terminating the franchise.

If the Franchise Agreement is terminated before you develop the Approved Location, you may receive a refund of the Webpage Development Fee provided that we have not begun development of your webpage.

ITEM 6. OTHER FEES

Below is a detailed description of other recurring or isolated fees or payments that you must pay to us, our Affiliates, or that we impose or collect for a third party under the terms of the Franchise Agreement

OTHER FEES

Name of Fee	Amount	Due Date	Remarks
Royalty Fee	4% of gross sales[1]	Payable weekly on Wednesdays	You must pay your royalty fee directly to us. Gross sales do not include sales tax or use tax. See definition of gross sales.[2] (Section 3.2)
Marketing Fund Contribution	Up to 2%	Payable weekly on Wednesdays	Your contribution will not be more than 2% of gross sales for the initial franchise term. (Section 11.4; See ITEM 11)
Local Advertising and Promotions	At least 2% of gross sales	Monthly	You pay directly subject to our approval. (Section 11.2) We may require you to reimburse us for certain expenses such as website maintenance, on-line listings and search engine marketing related to your restaurant. (Sections 11.5 and 11.6). We may require local advertising expenditures to be used in Cooperative Advertising. (Section 11.4) We also may require you to participate in our Pizza With Purpose charitable donation program (Section 13.6).and our custoimer loyalty program (Section 11.7). Further information about all of our advertising programs is also included in ITEM 11 of this Disclosure Document.
Digital Location Listings; E-Mail Account	Varies according to area and type of listing	As invoiced	You must coordinate online listing/presence and search engine marketing with us. (Sections 11.5 and 11.6) Further information about all of our advertising programs is also included in ITEM 11. We

Name of Fee	Amount	Due Date	Remarks
			also require you to reimburse us for the cost of maintaining an e-mail account dedicated to communications with us (Section 13.12).
Accounting Oversight	Varies according to area and level of assistance	Monthly	You must hire a qualified accounting, tax and payroll firm. At minimum, you must provide them with your monthly QuickBooks files and Profit and Loss statements for review/revision. In addition, they must verify you are paying all applicable taxes.
Audit Expenses[3]	All costs and expenses associated with an audit	Upon demand	Audit costs payable only if the audit shows an understatement in amounts due of at least 3%. We may require you to have an independent audit performed, at your expense, following your 4th year of operations and prior to renewal. (Section 12.6)
Late Fees[4]	1.5% per month or the highest rate allowed by the state where you are located, whichever is less	Upon demand	Applies to all overdue fees you owe us. (Section 3.6) Also applies to any amount due revealed by an audit. (Section 12.6)
Approval of Products or Suppliers[5]	All reasonable costs of evaluation	Time of evaluation	Applies to the cost we expend in our evaluation of new suppliers you wish to purchase from or products you wish to purchase that we have not previously approved. (Section 13.1)
Insurance Policies	Amount of unpaid premiums plus our reasonable expenses in obtaining the policies	Upon demand	Payable only if you fail to maintain required insurance coverage and we elect to obtain coverage for you. (Section 15.5)
Transfer Fee	$10,000	Time of transfer	Payable to us at the time of transfer. Transfer fees do not apply to assignments of interest to an entity controlled by you. (Section 18.2.8)
Relocation Assistance	Costs of providing relocation assistance	Time of assistance	We will charge you for relocation assistance if you request it and we agree to provide it. (Section 5.9)
Substitute or New Manager Training/Additional Training	Currently, $300 per day per person, plus your expenses in attending	Time of Training	Our initial training program is covered by your franchise fee. If you have to repeat initial training, we may charge you. (Sections 8.4 and 8.5)
Customer Service[6]	All costs incurred in assisting your customers	Upon demand	You must reimburse us if we determine it is necessary for us to provide services directly to your customers. (Section 13.9)
Additional Operations Assistance	Currently, $300 per person per day, plus our expenses	Time of assistance	We provide assistance around the beginning of operations. You pay for additional assistance if you request it or we determine it is required. (Section 8.2)

Name of Fee	Amount	Due Date	Remarks
Ongoing Training[7]	Your expenses as well as your employees' expenses in attending	Time of program	Attendance at ongoing training programs will not be required more than 2 times per calendar year and will not last more than 4 days. (Section 8.5)
Temporary Management Assistance	Currently $600 per day, plus expenses	Each month that it applies	If you breach the Franchise Agreement or following the death or Incapacity of an owner of the franchise we may temporarily manage your franchised restaurants. (Sections 16.5 and 18.6.2)
Cost of Enforcement	All costs including reasonable attorneys' fees	Upon demand	You will reimburse us for all costs in enforcing obligations if we prevail. (Section 22.4)
Indemnification	All costs including reasonable attorneys' fees	Upon demand	You defend suits at your cost and hold us harmless against suits involving damages resulting from your operation of the franchised restaurant. (Section 21.3) We also provide indemnification to you for any lawsuits or claims arising from your authorized use of the Marks. (Section 6.4)
Gift Cards	Amounts necessary to reconcile the receipt of funds	Annually (upon reconciliation)	We require our franchisees to offer gift cards. Gift cards may be redeemed at any Glass Nickel location. When gift cards sold by one franchisee are redeemed at another franchisee's outlet, such sales are tracked on the Microworks POS system (or a replacement system), and then reconciled on an annual basis so that franchisees are either reimbursed by or provide reimbursement to other franchisees for the net amount of such redemptions for each franchised location. We do not currently assess a fee for handling reconciliation accounting but may elect to do so in the future.
Supplier Payments	Will vary depending upon circumstances	As incurred	If a franchisee fails to pay unconvested obligations due to its suppliers, lessors or creditors, we may (in our discretion) make such payments on the franchisee's behalf and the franchisee must immediately reimburse us. (Section 13.9)

We require that all fees payable to us be paid through an electronic depository transfer account.

All of the fees noted above are uniform except as noted. No other fees or payments are to be paid to us, nor do we impose or collect any other fees or payments for any other third party. All fees are generally nonrefundable.

NOTES

[1]We previously have entered Franchise Agreements with Trademark Licensees which provide for royalty fees between 2% and 3% of gross sales conditioned upon termination of the trademark license agreements of Trademark Licensees.

[2] "Gross sales" means all revenue from the franchised restaurant. Gross sales do not include sales tax or use tax. (Section 1)

[3] We do not have enough information to estimate audit costs. We assume costs vary depending on factors, including prevailing auditor's rates in your area, the business activity being audited and how well you keep your books and records. We may require you to have an independent audit performed (at your expense) following your 4th year of operations and prior to renewal. You should be able to investigate these costs by contacting auditors in your area.

[4] Late fees begin from the date payment was due, but not received, or date of underpayment.

[5] Costs vary depending on the availability of product samples for testing, shipping costs or travel costs to review the product, the type of product under review, whether the product or supplier has been rated and other similar factors. You pay our actual costs only.

[6] Costs vary depending on factors, including nature of the complaint, expertise needed and the time involved. You pay our actual costs only.

[7] You must attend our ongoing training programs. You must pay your costs to attend. We do not charge you any fee. Costs vary depending on the number of people attending, how far you travel and the type of accommodations you choose. We do not have enough information to estimate your costs to attend these programs. You should be able to investigate these costs through travel agencies. For further reference, review the estimated costs to attend our initial training program included in ITEM 7.

ITEM 7. ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT OF A CARRYOUT AND DELIVERY RESTAURANT

Type of Expenditures	Amounts	Method of Payment	When Due	To Whom Payment Is Made
Franchise Fee[1]	$ 25,000	Cashier's Check	Upon Signing Franchise Agreement	Us
Real Estate/Rent[2]	5,000 - 15,000	As Arranged	Before Beginning Business	Lessor
Utility Deposits[3]	0 - 3,000	As Arranged	Before Beginning Business	Utilities
Leasehold Improvements[4]	150,000 - 400,000	As Arranged	Before Beginning Business	Contractor, Suppliers
Furniture, Fixtures & Equipment[5]	275,000 - 350,000	As Arranged	Before Beginning Business	Suppliers
POS System[6]	35,000 - 65,000	As Arranged	Before Beginning Business	Approved Suppliers, Suppliers
Initial Inventory[7]	15,000 - 20,000	As Arranged	Before Beginning Business	Approved Suppliers, Suppliers
Insurance[8]	10,000 - 30,000	As Arranged	Before Beginning Business	Insurance Company
Signage[9]	10,000 - 30,000	As Arranged	Before Beginning Business	Approved Suppliers, Suppliers
Office Equipment & Supply[10]	15,500 - 37,500	As Arranged	Before Beginning Business	Suppliers

Grand Opening or Pre-Opening[11]	0 8,000	-	As Arranged	First 3 Months Of Operation	Advertising Suppliers
Vehicle[12]	0 40,000	-	As Arranged	Before Beginning Business	Suppliers
Training[13]	15,000 50,000	-	As Arranged	Before Beginning Business	Airlines, Hotels & Restaurants
Uniforms[14]	2,000 4,000	-	As Arranged	Before Beginning Business	Approved Suppliers
Licenses & Permits[15]	500 3,000	-	As Arranged	Before Beginning Business	Licensing Authority
Legal & Accounting[16]	15,000 20,000	-	As Arranged	Before Beginning Business	Attorney, Accountant
Initial Payroll/Training Wages[17]	20,000 30,000		As Arranged	Before Beginning Operations	Employees
Additional Funds [18] (3 months)	150,000 200,000	-	As Arranged	As Necessary	You Determine
TOTAL[19]	$ 943,000 $ 1,330,500	-			

NOTES

[1] Franchise Fee. The franchise fee, exceptions to the franchise fee requirement, and its refund policy are described in greater detail in ITEM 5 of this Disclosure Document. We do not finance any fee.

[2] Real Estate/Rent. You must lease or otherwise provide a suitable facility for the operation of the franchised restaurant. Typically, a carry out and delivery Glass Nickel Pizza Restaurant will be approximately 2,400 to 3,000 square feet. It is difficult to estimate lease acquisition costs because of the wide variation in these costs between various locations. Lease costs will vary based upon square footage, cost per square foot and required maintenance costs. The low estimate is based on an assumption that you will have to pay a security deposit equal to one month's rent and is based on leasing a facility of approximately 2,400 square feet. The high estimate is based on an assumption that you will have to pay a security deposit equal to 2 months' rent to lease the facility and is based on leasing a facility of 3,000 square feet at a higher cost per square foot. Some lessors may refund the security deposit if you cancel the lease before you occupy the premises. The estimated range of costs in this category only includes your costs to enter into a lease agreement for the facility. Estimated rental costs for an additional 2 months are included with the category "Additional Funds," (see Note 19 below).

[3] Utility Deposits. If you are a new customer of your local utilities, you will generally have to pay deposits in connection with services including electric, internet, telephone, gas and water. The amount of these deposits and whether these deposits are refundable will vary depending on the local utilities. You should contact your local utilities for more information.

[4] Leasehold Improvements. To adapt the premises into a Glass Nickel Pizza Restaurant, the premises must be renovated according to our standards and specifications. The cost of leasehold improvements will vary based on factors including the size, condition and location of the premises, local wage rates and the cost of materials. The low estimate assumes that your landlord will provide a partial build-out allowance. The amounts you pay for leasehold improvements are typically not refundable. You should inquire about the refund policy of the contractor at or before the time of hiring.

[5] Furniture, Fixtures & Equipment. You must purchase or lease and install various furniture, fixtures, and equipment, including a Middleby Marshall pizza oven, a Hobart mixer and other items necessary to furnish and equip the franchised restaurant according to our specifications. The cost of the furniture, fixtures and equipment will vary according to local market conditions, the size of your franchised restaurant, competition among suppliers and other

related factors. We do not know if the amounts you pay for furniture, fixtures or equipment may be refundable. You should inquire about the return and refund policy of the suppliers at or before the time of purchase or leasing.

[6] POS System. You must purchase and install the point of sale system that we specify, which is described in ITEM 11. The cost of the system will vary based on the location of the franchised restaurant, competition among suppliers and other related factors. We do not know if the amount you pay for the POS System is refundable. You should inquire about the return and refund policy of the supplier at or before the time of purchase. You will also need to retain a qualified information technology consultant to assist in setting up a secure network for your computer and POS system, phones, firewalls, web ordering and cybersecurity programs.

[7] Initial Inventory. You must purchase an initial supply of food and paper items. These costs will vary based upon the size and location of the franchised restaurant, time of year of opening and other related factors. We do not know if the amounts you pay for inventory items may be refundable. You should inquire about the return and refund policy of the suppliers at or before the time of purchasing.

[8] Insurance. You must purchase the following types and amounts of insurance:

(1) "all risk" property insurance coverage for assets of the franchised restaurant.
(2) workers' compensation insurance and employer liability coverage with a minimum limit of $100,000 or higher if your state law requires.
(3) comprehensive general liability insurance with a minimum liability coverage of $1,000,000 per occurrence and $2,000,000 in the aggregate, or higher if your state law requires, and which includes coverage for products and completed operations.
(4) business interruption insurance (including but not limited to food-borne illness coverage).for at least 12 months of operations
(5) automobile liability insurance (including but not limited to driver hired/non-owned coverage) of at least $1,000,000 per occurrence or $2,000,000 in the aggregate, or higher if your state law requires.
(6) insurance coverage for contractual indemnity.
(7) umbrella coverage of at least $1 million.
(8) cyber insurance of at least $500,000 per occurrence and $500,000 in the aggregate;
(9) employment practices liability insurance of at least $500,000 per occurrence and $500,000 in the aggregate.
(10) insurance coverage required by your landlord under your lease for the franchised restaurant location.

Factors that may affect your cost of insurance include the size and location of the franchised restaurant, value of the leasehold improvements, equipment, inventory, number of employees and other factors. The amounts you pay for insurance are typically not refundable. We also recommend that you obtain employment practices liability insurance and discuss with your agents and advisors whether other insurance is appropriate for you. You should inquire about the cancellation and refund policy of the insurance carrier or agent at or before the time of purchase.

[9] Signage. This range includes the cost of all signage used in the franchised restaurant. The costs will vary based upon the size, interior and exterior layout and location of the franchised restaurant and local zoning requirements, landlord requirements and local wage rates, among other things. The amounts you pay for signage are typically not refundable. You should inquire about the return and refund policy of the suppliers at or before the time of purchase.

[10] Office Equipment & Supply. You must purchase general office supplies and typical office equipment, including a color scan/copy/fax machine, VoIP, digital, or similar functioning phone system with auto-attendant and

message on hold capability, secure network cabinet with key/lock, PoE switch and routers, cabling for POS and VoIP, security cameras, a drop safe with 2 compartments, calculators, computers with Internet access, Microsoft Office software including Word and Excel, filing cabinets and a desk. Your must obtain internet service with appropriate bandwidth to handle expected traffic, install a firewall and security measures, provide separate guest wi-fi access, separate employee wi-fi access and separate POS internet access, and have reverse VPN tunneling. In addition, each restaurant must have a laptop or desktop for inventory ordering and other administrative uses. Owners must also have a Smartphone with email capabilities. Factors that may affect your cost of office equipment and supplies include local market conditions, competition among suppliers and other factors. We do not know if the amounts you pay for office equipment and supplies are refundable. You should inquire about the return and refund policy of the supplier at or before the time of purchase.

[11] Grand Opening or Pre-Opening. You may be required to spend a minimum amount we specify on pre-opening or grand opening advertising during the first 3 months of operation. We determine the minimum based on our assessment of your advertising costs in your area and the time of year that you are opening. You may choose to spend more. See ITEM 11. Factors that may affect your decision on the actual amount to spend includes the type of media used, the size of the area you advertise to, local media cost, the location of the franchised restaurant and customer demographics in the surrounding area, among other things. The amounts you spend for pre-opening and grand opening advertising are typically not refundable. You should inquire about the return and refund policy of the suppliers at or before the time of purchasing.

[12] Vehicle. Leasing or purchasing a vehicle is optional at the start of operations. The cost will vary based on the type of vehicle you lease or purchase, the number of vehicles you lease or purchase, the location of the franchised restaurant, competition among suppliers and other related factors. At the end of your 3rd year of operations, you must have at least 1 alternative fuel vehicle with a logo wrap approved by us; the Operations Manual has a list of acceptable vehicle types. The amount you pay for the lease or purchase of a vehicle is typically not refundable. You should inquire about the cancellation and refund policy of the suppliers at or before the time of purchasing.

[13] Training. The cost of initial training is included in the franchise fee, but you are responsible for transportation and expenses for meals and lodging while attending training. The total cost will vary depending on the number of people attending, how far you travel and the type of accommodations you choose. These expenses are typically not refundable. You should inquire about the cancellation and refund policy of the airline, rental car or other transportation company and hotel at or before the time you make your reservation.

[14] Uniforms. The range of costs provided represents the purchase of uniforms for all of your employees. We do not know if vendors will refund amounts you pay for uniforms, should you return them. You should inquire about the return and refund policy of the supplier at or before the time of purchase.

[15] Licenses & Permits. Local and state government agencies typically charge fees for occupancy permits, operating licenses and sales tax licenses, among other things. Your actual costs may vary based on the requirements of local government agencies. These fees are typically not refundable. You should inquire about the cancellation and refund policy of the agencies at or before the time of payment.

[16] Legal & Accounting. You will need to employ an attorney, an accountant and other consultants to assist you in establishing your franchised restaurant. These fees may vary from location to location depending upon the rates of local attorneys, accountants and consultants. These fees are typically not refundable. You should inquire about the refund policy of the attorney, accountant or consultant at or before the time of hiring.

[17] Initial Payroll and Training Wages. You will need to pay your employees and managers wages during the period of time when they are learning their tasks and restaurant operations.

[18] Additional Funds. We recommend that you have a minimum amount of money available to cover operating expenses, including rent, utilities and employees' salaries, for the first 3 months that the franchised restaurant is open. We cannot guarantee that our recommendation will be sufficient. Additional working capital may be required if sales are low or operating costs are high. These fees are typically not refundable.

[19] Total. In compiling this chart, we relied on our and our Affiliates' combined industry knowledge and experience and experience operating a carry out, dine-in and delivery Glass Nickel Pizza Restaurant since 1997. The amounts shown are estimates only and may vary for many reasons including the size of your franchised restaurant, the capabilities of your management team, where you locate your franchised restaurant and your business experience and acumen. You should review these estimates carefully with an accountant or other business advisor before making any decision to buy a franchise. These figures are estimates only and we cannot guarantee that you will not have additional expenses in starting the franchised restaurant.

We do not offer direct or indirect financing to you for any items. On occasion, in the past we have provided franchisees with limited financial assistance, including leasing and purchasing equipment that we have in turn leased to our franchisee at cost. It is not our intention to provide such assistance to new franchisees in the future. We have no contractual obligation to provide such assistance and may refuse to do so in our sole discretion.

YOUR ESTIMATED INITIAL INVESTMENT OF A DINE-IN RESTAURANT

Types of Expenditures	Amounts	Method of Payment	When Due	To Whom Payment Is Made
Franchise Fee[1]	$ 35,000	Cashier's Check	Upon Signing Franchise Agreement	Us
Real Estate/Rent[2]	10,000 - 25,000	As Arranged	Before Beginning Business	Lessor
Utility Deposits[3]	0 - 3,000	As Arranged	Before Beginning Business	Utilities
Leasehold Improvements[4]	250,000 - 500,000	As Arranged	Before Beginning Business	Contractor, Suppliers
Furniture, Fixtures & Equipment[5]	340,000 - 515,000	As Arranged	Before Beginning Business	Suppliers
POS System[6]	40,000 - 65,000	As Arranged	Before Beginning Business	Approved Suppliers, Suppliers
Initial Inventory[7]	18,000 - 35.000	As Arranged	Before Beginning Business	Approved Suppliers, Suppliers
Insurance[8]	15,000 - 35,000	As Arranged	Before Beginning Business	Insurance Companies
Signage[9]	10,000 - 30,000	As Arranged	Before Beginning Business	Approved Suppliers, Suppliers
Office Equipment & Supply[10]	15,500 - 37,500	As Arranged	Before Beginning Business	Suppliers
Grand Opening or Pre-Opening[11]	0 - 8,000	As Arranged	First 3 Months Of Operation	Advertising Suppliers
Vehicle[12]	0 - 40,000	As Arranged	Before Beginning Business	Suppliers
Training[13]	30,000 -	As Arranged		

	50,000			Before Beginning Business	Airlines, Hotels & Restaurants
Uniforms[14]	2,500 - 5,000		As Arranged	Before Beginning Business	Approved Suppliers, Suppliers
Licenses & Permits[15]	500 - 5,000		As Arranged	Before Beginning Business	Licensing Authority
Legal & Accounting[16]	15,000 - 20,000		As Arranged	Before Beginning Business	Attorney, Accountant
Dues & Subscriptions[17]	0	-	As Arranged	Before Beginning Business	Associations, Suppliers
Initial Payroll/Traning Wages	30,000 - 40,000		As Arranged	Before Beginning Operations	Us Affiliate
Additional Funds/ Working Capital[19] (3 months)	175,000 - 300,000		As Arranged	As Necessary	You Determine
TOTAL[20]	$ 986,500 - $ 1,708,500				

NOTES

[1] Franchise Fee. The franchise fee, exceptions to the franchise fee requirement, and its refund policy are described in greater detail in ITEM 5 of this Disclosure Document. We do not finance any fee.

[2] Real Estate/Rent. You must lease or otherwise provide a suitable facility for the operation of the franchised restaurant. Typically, a dine-in Glass Nickel Pizza Restaurant will be approximately 4,000 to 6,000 square feet. It is difficult to estimate lease acquisition costs because of the wide variation in these costs between various locations. Lease costs will vary based upon square footage, cost per square foot and required maintenance costs. The low estimate is based on an assumption that you will have to pay a security deposit equal to one month's rent and is based on leasing a facility of approximately 4,000 square feet. The high estimate is based on an assumption that you will have to pay a security deposit equal to 2 months' rent to lease the facility and is based on leasing a facility of 6,000 square feet at a higher cost per square foot. Some lessors may refund the security deposit if you cancel the lease before you occupy the premises. The estimated range of costs in this category only includes your costs to enter into a lease agreement for the facility. Estimated rental costs for an additional 2 months are included with the category "Additional Funds," (see Note 19 below).

[3] Utility Deposits. If you are a new customer of your local utilities, you will generally have to pay deposits in connection with services including electric, telephone, gas and water. The amount of these deposits and whether these deposits are refundable will vary depending on the local utilities. You should contact your local utilities for more information.

[4] Leasehold Improvements. To adapt the premises into a Glass Nickel Pizza Restaurant, the premises must be renovated according to our standards and specifications. The cost of leasehold improvements will vary based in factors including, the size, condition and location of the premises, local wage rates and the cost of materials. The amounts you pay for leasehold improvements are typically not refundable. You should inquire about the refund policy of the contractor at or before the time of hiring.

[5] Furniture, Fixtures & Equipment. You must purchase or lease and install various furniture, fixtures, and equipment, including a Middleby Marshall pizza oven, a Hobart mixer and other items necessary to furnish and equip the franchised restaurant according to our specifications. The cost of the furniture, fixtures and equipment will vary

according to local market conditions, the size of your franchised restaurant, competition among suppliers and other related factors. We do not know if the amounts you pay for furniture, fixtures or equipment may be refundable. You should inquire about the return and refund policy of the suppliers at or before the time of purchase or leasing.

[6] POS System. You must purchase and install the point of sale system that we specify, which is described in ITEM 11. The cost of the system will vary based on the location of the franchised restaurant, competition among suppliers and other related factors. We do not know if the amount you pay for the POS System is refundable. You should inquire about the return and refund policy of the supplier at or before the time of purchase.

[7] Initial Inventory. You must purchase an initial supply of food and paper items. These costs will vary based upon the size and location of the franchised restaurant, time of year of opening and other related factors. We do not know if the amounts you pay for inventory items may be refundable. You should inquire about the return and refund policy of the suppliers at or before the time of purchasing.

[8] Insurance. You must purchase the following types and amounts of insurance:

(1) "all risk" property insurance coverage for assets of the franchised restaurant.
(2) workers' compensation insurance and employer liability coverage with a minimum limit of $100,000 or higher if your state law requires.
(3) comprehensive general liability insurance with a minimum liability coverage of $1,000,000 per occurrence and $2,000,000 in the aggregate, or higher if your state law requires, and which includes coverage for products and completed operations.
(4) business interruption insurance (including but not limited to food-borne illness coverage) for at least 12 months of operations.
(5) automobile liability insurance (including but not limited to driver hired/non-owned coverage) of at least $1,000,000 per occurrence and $2,000,000 in the aggregate, or higher if your state law requires.
(6) insurance coverage for contractual indemnity.
(7) umbrella coverage of at least $1 million;
(8) cyber insurance of at least $500,000 per occurrence and $500,000 in the aggregate;
(9) employment practices liability insurance of at least $500,000 per occurrence and $500,000 in the aggregate.
(10) insurance coverage required by your landlord under your lease for the franchised restaurant location.

Factors that may affect your cost of insurance include the size and location of the franchised restaurant, value of the leasehold improvements, equipment, inventory, number of employees and other factors. The amounts you pay for insurance are typically not refundable. We also recommend that you obtain employment practices liability insurance and discuss with your agents and advisors whether other insurance is appropriate for you. You should inquire about the cancellation and refund policy of the insurance carrier or agent at or before the time of purchase.

[9] Signage. This range includes the cost of all signage used in the franchised restaurant. The costs will vary based upon the size, interior and exterior layout and location of the franchised restaurant and local zoning requirements, landlord requirements and local wage rates, among other things. The amounts you pay for signage are typically not refundable. You should inquire about the return and refund policy of the supplier at or before the time of purchase.

[10] Office Equipment & Supply. You must purchase general office supplies and typical office equipment, including a fax/copy machine, VoIP phone system with auto-attendant and message on hold capability, secure network cabinet with key/lock, PoE switch and routers, cabling for POS and VoIP, security cameras, a drop safe with 2

compartments, calculators, computers with Internet access, Microsoft Office software including Word and Excel, filing cabinets and a desk. Your must obtain internet service with appropriate bandwidth to handle expected traffic, install a firewall and security measures, provide separate guest wi-fi access, separate employee wi-fi access and separate POS internet access, and have reverse VPN tunneling. In addition, each restaurant must have an iPad or tablet PC for inventory ordering and other administrative uses. Owners must also have a Smartphone with email capabilities. Factors that may affect your cost of office equipment and supplies include local market conditions, competition among suppliers and other factors. We do not know if the amounts you pay for office equipment and supplies are refundable. You should inquire about the return and refund policy of the supplier at or before the time of purchase.

[11] Grand Opening or Pre-Opening. You may be be required to spend a minimum amount we specify on pre-opening or grand opening advertising during the first 3 months of operation. We determine the minimum based on our assessment of your advertising cost in your area and the time of year that you are opening. You may choose to spend more. See ITEM 11. Factors that may affect your decision on the actual amount to spend includes the type of media used, the size of the area you advertise to, local media cost, the location of the franchised restaurant and customer demographics in the surrounding area, among other things. The amounts you spend for pre-opening and grand opening advertising are typically not refundable. You should inquire about the cancellation and refund policy of the suppliers at or before the time of purchasing.

[12] Vehicle. Leasing or purchasing a vehicle is optional at the start of operations. The cost will vary based on the type of vehicle you lease or purchase, the number of vehicles you lease or purchase, the location of the franchised restaurant, competition among suppliers and other related factors. At the end of your 3rd year of operations, you should have at least 1 alternative fuel vehicle; the Operations Manual has a list of acceptable vehicle types. The amount you pay for the lease or purchase of a vehicle is typically not refundable. You should inquire about the cancellation and refund policy of the supplier at or before the time of purchasing.

[13] Training. The cost of initial training is included in the franchise fee, but you are responsible for transportation and expenses for meals and lodging while attending training. The total cost will vary depending on the number of people attending, how far you travel and the type of accommodations you choose. These expenses are typically not refundable. You should inquire about the cancellation and refund policy of the airlines, rental car or other transportation companies and hotel at or before the time you make your reservation.

[14] Uniforms. The range of costs provided represents the purchase of uniforms for all of your employees. We do not know if the amounts you pay for uniforms are refundable. You should inquire about the return and refund policy of the supplier at or before the time of purchase.

[15] Licenses & Permits. Local and state government agencies typically charge fees for occupancy permits, operating licenses and sales tax licenses, among other things. Your actual costs may vary based on the requirements of local government agencies. These fees are typically not refundable. You should inquire about the cancellation and refund policy of the agencies at or before the time of payment.

[16] Legal & Accounting. You will need to employ an attorney, an accountant and other consultants to assist you in establishing your franchised restaurant. These fees may vary from location to location depending upon the rates of local attorneys, accountants and consultants. These fees are typically not refundable. You should inquire about the refund policy of the attorney, accountant or consultant at or before the time of hiring.

[17] Initial Payroll and Training Wages. You will need to pay your employees and managers wages during the period of time when they are learning their tasks and restaurant operations.

[18] Additional Funds. We recommend that you have a minimum amount of money available to cover operating expenses, including rent, utilities and employees' salaries, for the first 3 months that the franchised restaurant is open. We cannot guarantee that our recommendation will be sufficient. Additional working capital may be required if sales are low or operating costs are high. These fees are typically not refundable.

[19] Total. In compiling this chart, we relied on our and our Affiliates' combined industry experience and experience operating a dine-in, delivery and carry-out Glass Nickel Pizza Restaurant since 1997. The amounts shown are estimates only and may vary for many reasons including the size of your franchised restaurant, the capabilities of your management team, where you locate your franchised restaurant and your business experience and acumen. You should review these estimates carefully with an accountant or other business advisor before making any decision to buy a franchise. These figures are estimates only and we cannot guarantee that you will not have additional expenses in starting the franchised restaurant.

We do not offer direct or indirect financing to you for any items. On occasion, we have provided franchisees with limited financial assistance, including leasing and purchasing equipment that we have in turn leased to our franchisee at cost. It is not our intention to provide such assistance to new franchisees in the future. We have no contractual obligation to provide such assistance and may refuse to do so in our sole discretion.

ITEM 8. RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

You must purchase your furniture, fixtures, equipment, including computer equipment, inventory, and signage under specifications in the Glass Nickel Pizza Restaurant Operations Manual ("Operations Manual"). These specifications include standards and specifications for the appearance, quality, price, performance and functionality. These standards and specifications are based on our affiliates' experience in operating a business of the type we are franchising and through research and testing in our affiliates' businesses, as well as our experience in selling franchises and working with our franchisees. We may communicate our standards and specifications directly to suppliers who wish to supply you with furniture, fixtures, equipment, inventory and signage under specifications. We communicate our standards and specifications to you when we evaluate your proposed location for the franchised restaurant during training, before you conduct your grand opening advertising, during on-site opening assistance, during periodic visits to your franchise location and through the Operations Manual (including periodic bulletins). We will periodically issue new standards and specifications (if any) through written notices. We do not permit you to contract with third-party delivery services and internet sales providers (such as DoorDash or Eatstreet) without our prior written consent, which consent may be withheld or conditioned in our sole discretion.

If you would like to use any goods or services in establishing and operating the franchised restaurant that we have not approved (for goods and services that must meet our standards, specifications or that require supplier approval), you must first send us sufficient information, specifications and samples for us to determine whether the goods or services comply with our standards and specifications or the supplier meets our approved supplier criteria. You must pay our expenses to evaluate goods, services or suppliers. We will decide within a reasonable time (usually 30 days) after receiving the required information whether you may purchase or lease the goods or services from the supplier. Our criteria for approving or revoking approval of suppliers includes: the supplier's ability to provide sufficient quantity of goods; quality of goods or services at competitive prices; production and delivery capability; and dependability and general reputation.

If you purchase equipment, food, items, goods or services not approved you will be required to replace the non-approved items regardless of added on cost. It is important you follow the approved lists or submit any variation from the list for approval in advance of purchase. We are not responsible for added costs resulting from purchasing unapproved items.

Periodically, we may review our approval of any goods, services or suppliers. We will notify you if we revoke our approval of goods, services or suppliers, and you must immediately stop purchasing disapproved goods or services, or must immediately stop purchasing from a disapproved supplier. Additionally, we may negotiate pricing arrangements, including volume discounts on behalf of our franchisees with our suppliers. Volume discounts may not be available to franchisees located in outlying markets that a particular supplier does not serve in significant volume.

We will receive, and expect to continue to receive, rebates from some of our designated suppliers as a result of our franchisees' required purchases from these suppliers, as well as promotional payments. Some rebates and promotional payments that we received are for fixed amounts and do not vary based on the amount of purchases of goods and services by us or our franchisees; others have been based on year-to-year increases in sales to our franchisees or are based in part on how many franchisees we have. We do not receive rebates from all of our designated suppliers; some may provide discounts to both us and our franchisees, and some do not provide any purchasing incentives.

We require franchisees to obtain an e-mail account using our "@gnpizza.com" for use in communications between us and our franchisees, and which allows access to the Google Drive where we share documents with franchisees. You are required to reimburse us for the actual costs of hosting this account, which is currently $12.50 per month.

In the past, we participated in a marketing program sponsored by WP Beverages, LLC ("WP Beverages"), a distributor of Pepsi-Cola ("PepsiCo") soft drinks and beverages and received promotional payments from the Dairy Farmers of Wisconsin (formerly known as the Wisconsin Milk Marketing Board). We may require you to participate in similar programs in the future and purchase only those products that we designate for use in your Glass Nickel Pizza Restaurant. We also receive a 1% rebate on year-to-year increases in purchases by our franchisees from one of our designated wholesalers, Reinhart Foodservice or Performance Food Group, as well as rebates from other suppliers and manufacturers from time to time. Any rebates or promotional payments that we receive serve to partially offset our costs of initial sourcing, approval and ongoing monitoring of suppliers' compliance with our quality standards.

We estimate that approximately 38% to 65% of your expenditures for leases and purchases in establishing either a carry out and delivery restaurant or a dine-in restaurant will be for goods and services that must be purchased from either us, an Affiliate or an approved supplier or in accordance with our standards and specifications. We estimate that approximately 35% to 85% of your expenditures on an ongoing basis, for either a carry out and delivery restaurant or a dine-in restaurant, will be for goods and services that must be purchased from either us or any Affiliate, an approved supplier or in accordance with our standards and specifications.

We do not provide material benefits to you (such as renewal rights or the right to open additional Glass Nickel Pizza Restaurants) based on whether or not you purchase through the sources we designate or approve; however, purchases of unapproved products or from unapproved suppliers in violation of the Franchise Agreement will entitle us to, among other things, terminate the Franchise Agreement.

ITEM 9. FRANCHISEE'S OBLIGATIONS

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 the Franchise Agreement	Disclosure Document ITEM
a.	Site selection and acquisition/lease	Section 5	ITEMS 11 and 12
b.	Pre-opening purchases/leases	Sections 5, 12 and 15	ITEMS 7 and 8
c.	Site development and other pre-opening requirements	Sections 5 and 8	ITEMS 6, 7, 8 and 11
d.	Initial and ongoing training	Section 8	ITEMS 6, 7 and 11
e.	Opening	Sections 5 and 8	ITEMS 7 and 11
f.	Fees	Sections 3, 5, 8, 10, 11, 12, 13, 15, 18, 21 and 22	ITEMS 5, 6 and 7
g.	Compliance with standards and policies/Operating Manual	Sections 6, 7, 9 and 13	ITEMS 8 and 16
h.	Trademarks and proprietary information	Sections 6, 7 and 9	ITEMS 13 and 14
i.	Restrictions on products/services offered	Sections 5, 6 and 13	ITEMS 8 and 16
j.	Warranty and customer service requirements	Section 13	ITEM 16
k.	Territorial development and sales quotas	None	ITEM 12
l.	Ongoing product/service purchases	Section 13	ITEMS 8 and 11
m.	Maintenance, appearance and remodeling requirements	Sections 5, 10 and 13	ITEM 6
n.	Insurance	Section 15	ITEMS 6, 7 and 8
o.	Advertising and promotions	Section 11 and 13	ITEMS 6, 7 and 11
p.	Indemnification	Section 21	ITEM 6

Obligation		Section in the Franchise Agreement	Disclosure Document ITEM
q.	Owner's participation/management/ staffing	Section 13	ITEM 15
r.	Records and reports	Sections 3 and 12	ITEM 11
s.	Inspections and audits	Sections 6 and 12	ITEMS 6, 11 and 13
t.	Transfer	Section 18 and Exhibits 1 and 6	ITEM 17
u.	Renewal	Section 4 and Exhibits 1 and 6	ITEM 17
v.	Post-termination obligations	Exhibits 2(a), 2(b) and 6	ITEM 17
w.	Non-competition covenants	Sections 7 and 17 and Exhibits 2 and 6	ITEM 17
x.	Dispute resolution	Section 23 and Exhibit 8	ITEM 17
y.	Other	N/A	N/A

ITEM 10. FINANCING

We do not offer direct financing. On occasion in the past, we have provided franchisees with limited financial assistance, including leasing and purchasing equipment that we have in turn leased to our franchisee at cost. It is not our intention to provide such assistance to new franchisees in the future. We have no contractual obligation to provide any such assistance and may refuse to do so in our sole discretion.

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

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

A. Before you open your franchised restaurant, we will:

1. if we have not already approved a site that you have selected before signing the Franchise Agreement, designate the area within which you will locate the franchised restaurant, provide you with our criteria for site selection and approve the site you have selected for the location of the franchised restaurant. (Sections 2.3 and 5.1)

2. designate your area (area of primary responsibility). (Section 2.5; See also ITEM 12)

Neither we nor any of our employees have special expertise in selecting sites; we make no representations that your franchised restaurant will be profitable or successful by being located at the approved

location. Any approval is intended only to indicate that the proposed site meets our minimum criteria based upon our general business experience.

3. review and approve your lease or purchase agreement for the approved site for the approved location for the franchised restaurant. (Section 5.2).

Our review of your lease or purchase agreement and any advice or recommendations we may offer is not a representation or guarantee by us that you will succeed at the leased or purchased premises. Our review of your lease does not constitute legal advice and our review is solely for the purpose of assuring that the lease complies with the Franchise Agreement. For legal advice, you must rely upon the advice of your attorney.

4. provide you with specifications for the build-out of the franchised restaurant along with a list of required supplies, equipment and improvements which you are required to purchase and install. (Section 5.4)

5. provide an initial training program. This training is described in detail later in this ITEM 11. (Section 8.1)

6. provide to you on-site guidance to assist you with any questions you may have in operating the franchised restaurant. (Section 8.2)

7. provide to you, on loan, one copy of the Glass Nickel Pizza Co. Operations Manual, or grant you access to an electronic copy of the Operations Manual. The Table of Contents of the Operations Manual, along with number of pages devoted to each section, is included as Exhibit C to this Disclosure Document. (Section 9.1)

B. After the opening of the franchised restaurant, we will:

1. periodically, advise and offer general guidance to you by telephone, e-mail, facsimile, newsletters and other methods. Our guidance is based on our and our affiliates' knowledge and experience. We offer you advice and guidance on a variety of business matters, including operational methods, accounting procedures, authorized services or products and marketing and sales strategies. (Section 14.1)

2. at our discretion, make periodic visits to the franchised restaurant to provide you with consultation, assistance and guidance in various aspects of the operation and management of the franchised restaurant. We may prepare written reports suggesting changes or improvements in the operations of the franchised restaurant and detail any deficiencies that become evident as a result of any such visit. If we prepare a report, we may provide you with a copy. (Section 14.2)

3. make available to you operations assistance and ongoing training as we think necessary. (Sections 8.2 and 8.5) Ongoing training programs are described later in this ITEM and in ITEM 6. (See also ITEM 9.d)

4. approve forms of advertising, marketing, media and promotional materials you will use in local advertising and grand opening advertising. (Section11.2) Our advertising programs are described later in this ITEM. (See also ITEM 9.o)

5. provide you with modifications to the Operations Manual as they are made available to franchisees. (Section 9.2) The approximate total number of pages in the Operations Manual as of the date of this Disclosure Document is 200, which may vary depending upon formatting. The Operations Manual is described in ITEM 14. (See also ITEM 9.g)

C. Advertising and Promotion

1. During your first 3 months of operation (or prior to opening), you must spend a minimum amount we specify on pre-opening and grand opening advertising if we deem necessary for your market, including print or news media and/or direct mail advertising, dues for business organizations, event dues or other solicitation and promotional efforts. We determine the minimum amount by assessing advertising costs in your area, taking into account the time of year that you are opening, brand recognition, staffing market and other variables. We will provide you with guidance for conducting grand opening advertising, and we will review and approve the materials you use in your grand opening advertising. (Section 11.1; See also ITEM 9.f and 9.o)

2. Each month, you must spend a percentage specified by us of your previous month's gross sales on advertising, promotions and public relations within the immediate locality surrounding your franchised restaurant. The required percentage of monthly gross sales will be set by us, (currently, at least 2%) and may be adjusted from time to time but shall not exceed 3% of monthly gross sales during the initial term of the Franchise Agreement. (Section 11.2; See also ITEM 9.o)

3. We have developed a System-wide marketing fund, and you must contribute to the fund. The amount of your contribution to the fund is described in ITEM 6 under the heading "marketing fund contributions." (Section 11.3; See also ITEM 9.o) It is possible that the marketing fund contributions assessed under your agreement will be higher than those assessed under pre-existing franchise agreements that others have with us. We will administer the marketing fund as follows:

(a) We will control the creative concepts and the materials and media to be used, and we will determine the placement and allocation of advertisements. You must follow the branding guidelines that we provide and which may be amended from time to time. We may use print, television, radio, Internet or other media for advertisements and promotions. You must participate in promotions that we develop, unless you timely notify us that you have good cause not to do so. We do not guarantee that any particular franchisee will benefit directly or in proportion to their contribution from the placement of advertising by the marketing fund.

(b) We may use your marketing fund contributions to meet any and all cost of producing, maintaining, administering and directing consumer advertising (including the cost of preparing and conducting television, radio, Internet, magazine, direct mail and newspaper advertising campaigns and other public relations activities; developing and/or hosting an Internet web page of similar activities; employing advertising agencies to assist; providing promotional brochures; conducting market research; and providing other marketing materials to franchisees). We will maintain contributions in a separate account from our funds and we will not use them for any of our general operating expenses, except for our reasonable administrative costs and overhead related to the administration of the marketing fund. We will not use marketing fund contributions for the direct solicitation of franchise sales.

(c) We intend for the marketing fund to be perpetual, but we have the right to terminate it if necessary. We will not terminate the marketing fund until all contributions and earnings have been used for advertising and promotional purposes or we have returned to you on a *pro rata* share.

(d) All Glass Nickel Pizza restaurants owned by any Affiliate or us will make similar contributions to the marketing fund as required of franchisees.

(e) We will have an accounting of the marketing fund prepared each year and we will provide you with a copy if you request it. We may require that the annual accounting be reviewed or audited and reported on by an independent certified public accountant at the expense of the marketing fund.

(f) The marketing fund is not a trust and we assume no fiduciary duty in administering the marketing fund. (Section 11.3)

4. We may create a cooperative advertising program for the benefit of all Glass Nickel Pizza franchises located within a particular region. We have the right to collect and designate all or a portion of the local advertising for a cooperative advertising program. We will determine the geographic territory and market areas for each cooperative advertising program. You must participate in any cooperative advertising program established in your region. If a cooperative advertising program is implemented in a particular region, we may establish an advertising council for franchisees in that region to self-administer the program. If we establish a cooperative advertising program or programs with or without an advertising council, there are no limits on our right to change, dissolve or merge such program(s) and/or council(s) at any time. (Section 11.4; See also ITEM 9.o)

5. You must list the telephone number for the franchised restaurant through Internet listings and web presence. Franchisor will maintain ownership access at all times and will share access with Franchise to listings such as Bing, Google My Business, Yelp, Facebook, etc. You may be required to reimburse Franchisor for your share of expenses incurred for the System's Marqii account (or similar means of managing on-line listings for franchised restaurants), Search Engine Marketing (SEM) click budget specific to your restaurant, and expenses related to maintaining a web page specific to your restaurant. The SEM expenses and Marqii reimbursements paid by Franchisee to Franchisor will count toward local advertising obligations. You will be required to maintain accurate listings, reply to reviews, keep current and holiday hours current, and ensure access to your phone and web ordering. (Sections 11.5 and 11.6) For further information about your costs, see ITEM 6. (See also, ITEM 9.o)

6. You are restricted from establishing a presence on, or marketing using, the Internet (including but not limited to social media) without our consent. We have an Internet website at the uniform resource locator www.glassnickelpizza.com that provides information about the System and about Glass Nickel Pizza franchises. We may (but we are not required to) include at the Glass Nickel Pizza Co. website an interior page containing information about your franchised restaurant. We retain the sole right to market on the Internet, including the use of websites, domain names, uniform resource locator's, linking, search engines (and search engine optimization techniques), banner ads, meta-tags, marketing, auction sites, e-commerce and co-branding arrangements. You may be requested to provide content for our Internet marketing and you must follow our intranet and Internet usage rules, policies and requirements. You must follow our branding guidelines and social media guidelines. We retain the sole right to use the Marks on the Internet, including on websites, as domain names, directory addresses, search terms and meta-tags, and in connection with linking, marketing, co-branding and other arrangements, and can revoke any permission for you to use the Marks on social media at any time. You agree not to reference our Marks or the System when using social media in any manner that would promote or advance partisan political statements, positions or endorsements. We retain the sole right to approve any linking to, or other use of, the Automatic Glass Nickel Pizza Co. website. (Section 11.2.3; Section 11.5; See also ITEM 9.o).

7. We authorize our franchisees to sell gift cards and utilize a customer loyalty program that encourages repeat business and rewards brand loyalty. Gift cards and customer loyalty points may be redeemed at any Glass Nickel Pizza Restaurant location. The sale and redemption of gift cards are currently tracked using our Microworks PrISM POS system (discussed below). When a franchisee issues a gift card (regardless of whether the

gift card sale is for full price, discounted, or donated to the user), the franchisee who redeems the gift card is treated as having sold the products and is entitled to reimbursement from the franchisee who issued the gift card. At this time, we do not assess fees for our services rendered in providing this reconciliation, but we reserve the right to impose charges for this service in the future. We are looking to transition our gift card processing so that it is handled by a third-party vendor and under which we would issue gift cards online (including digital gift cards or physical cards mailed to a street address) that would be redeemable by our franchisees, who would be reimbursed by us for the value of the corporate gift cards sold by us but redeemed at their locations. We do not currently reconcile customer loyalty points awards and redemptions among franchisees, so it is possible that a franchisee may redeem loyalty points earned at another location and not be reimbursed. (Section 11.7; See also ITEMS 6 and 9.o)

8. We may require you to participate in our Pizza With Purpose donation program, under which franchisees agree to donate five cents ($0.05) for each pizza sold at the Franchised Restaurant to a local charitable organization within Franchisee's community. (Section 13.6).

D. Computer/Point-of-Sale System

You must purchase and use any hardware software or other programs we designate, as periodically modified by us to address changes in technology, marketing conditions and competitive circumstances. (Section 12.5) Presently, we require you to use the Microworks PrISM POS system, which includes features for sales transaction recording and forecasts, and also serves as the order system, time clock and delivery router. The computer register system is also used to keep track of inventory and employee sign-in and sign-out times. The approximate cost to purchase this system ranges from $35,000 to $65,000, depending upon the number of stations you require and the installation costs, among other things, and it is available from Microworks POS Solutions, Inc. located at 2112 Empire Blvd., Ste. 2A, Webster, New York and can be reached during normal business hours at (800) 787-2068. (You may be able to lease the POS system, in which case you would be responsible for paying a monthly lease fee to the vendor). Our Affiliate, Madison's Dough Boys, Inc., has used this system in the operation of its Glass Nickel Pizza Restaurant since 1999.

As of May, 2024, Microworks was still programming a cloud-based version of their POS software. If this system is up to Franchisor needs and requirements, we will be requiring current franchisees as well as new franchisees to adopt the new Cloud-based POS system. This will allow for real-time data, integrations with other software systems such as scheduling and inventory, and provide improved reporting both locally and at the Franchisor level. Should the Microworks cloud based system not become available in a timely manner or be up to our standards or needs, we will be requiring all current franchisees and new franchisees to move to a new POS system. Once we have made the decision to adopt the Microworks Cloud based upgrade OR move to a new POS company, all then-current Franchisees will need to implement the new POS system no later than six (6) months of being provided notice from Franchisor, and within two (2) weeks of implementation of the cloud-based system by Franchisor, which may be shortened by Franchisor if reasonably required to satisfy cybersecurity needs of the System. (Section 12.5)

We require that you install VoIP, digital, or similar functioning phone system with auto-attendant and message on hold capability, secure network cabinet with key/lock, PoE switch and routers, cabling for POS and VoIP, security cameras, and computers with Internet access. , Your must obtain internet service with appropriate bandwidth to handle expected traffic, amanaged firewall, and security measures, provide separate guest wi-fi access, separate employee wi-fi access and separate POS internet access, andimplement cyber-security measures identified in the Operations Manual.. We require that you retain a qualified IT professional to set up your network, firewalls, web ordering and security. An IT professional qualified in networks and security must be engaged in an active management role. Glass Nickel e-mail accounts may be monitored by our e-mail managed detection and response (MDR) cyber-security services.)

We may require you to update, modify or replace your point-of-sale system during the term of the franchise. (Section 12.5) You are required to enter into a maintenance and support agreement. You must update or upgrade computer hardware components and/or software as is required for cyber security and safety, as required by the POS company, and/or should we determine to be necessary in regards to customer service, brand continuity, or security standards. We may require you to acquire new computer software for use in operation of your franchised restaurant. It is possible that in the future, our suppliers will lease items such as point-of-sale systems, instead of selling them. In that event, you would incur a monthly lease expense, instead of a capital expense to purchase the equipment.

We have the right to independently access all information collected or compiled by or in accordance with your use of the software at any time without first notifying you. There are no limits on our rights to do so. (Sections 10.2, 12.5 and 12.6) We reserve the right to request proof of network and data security services engaged and to execute an on-site IT audit at any time. We will require you to enter an agreement to coordinate cyber security response efforts with our insurer in the event of a data breach or other events related to a computer system attack or outage (Section 15.4).

E. Methods Used to Select the Location of the Franchised Restaurant

If you have a potential site for the franchised restaurant, you may propose the location for our consideration. We may consent to the site after we have evaluated it. If you do not have a proposed site, we will designate a geographic area within which you must locate the franchised restaurant and we will furnish you with our general site selection criteria. You are solely responsible for locating and obtaining a site that meets our standards and criteria and that is acceptable to us. (Sections 2.3 and 5.1)

The general site selection and evaluation criteria or factors which we consider in approving your site includes the condition of the premises, demographics of the surrounding area, proximity to other Glass Nickel Pizza Restaurants, proximity to competitors, lease requirements, traffic patterns, vehicular and pedestrian access, proximity to major roads, available parking and overall suitability. We will provide you with written notice of our approval or disapproval of any proposed site within a reasonable time (usually within 30 days) after receiving all requested information. If you and we cannot agree on a suitable site for the franchised restaurant within 90 days after you sign the Franchise Agreement, we may terminate the Franchise Agreement. (Sections 5.1 and 5.2)

F. Typical Length of Time Before Operation

We estimate the typical length of time between the signing of the Franchise Agreement and the opening of your franchised restaurant is 180 days for a carry out and delivery restaurant and 240 days for a dine-in restaurant. Factors that may affect your beginning operations include ability to secure permits, zoning and local regulations and ordinances, weather conditions and delays in installation of equipment and fixtures. You must open your franchised restaurant and be operational, regardless of model (carry out and delivery or dine-in), within 300 days after signing the Franchise Agreement. (Sections 5.4 and 5.6)

G. Training

We provide you an initial training program that covers material aspects of the operation of the franchised restaurant. The topics covered are listed in the chart below. This training is offered on an as needed basis at our headquarters in Madison, Wisconsin or another location we designate. You must designate a manager for the franchised restaurant and he or she must satisfactorily complete the initial training at least two weeks before the opening of the franchised restaurant. Two assistants of your choosing may also attend at your option. We expect that your

attendees will advance through the training program at different rates depending on a variety of factors such as background and experience. The time frame provided in the following chart, are an estimate of the time it will take to complete training. We do not charge for initial training. You must pay for all travel costs and living expenses for yourself and any of your attendees. These costs are estimated in ITEM 7. If you replace your designated manager, your new designated manager must attend our training program. You may be charged fees for additional training. Our current fees for additional training are described in ITEM 6. You are responsible for training your own employees and other management personnel. This initial training is in addition to the on-site opening assistance we provide to you. Your franchised restaurant must at all times be under the day-to-day supervision of a designated manager who has satisfactorily completed our initial training program. After a replacement of the designated manger, he or she has 60 days to complete initial training. (Section 8).

SUBJECT	HOURS OF CLASSROOM TRAINING	HOURS OF ON-THE-JOB TRAINING	LOCATION
Marketing	-	2	Headquarters in Madison, Wisconsin and your franchised restaurant
Daily/Monthly/Weekly Paperwork and Reports	-	4	Headquarters in Madison, Wisconsin and your franchised restaurant
Closing: Paperwork and End of Day	-	24	Headquarters in Madison, Wisconsin and your franchised restaurant
General technology and troubleshooting,	-	10	Headquarters in Madison, Wisconsin and your franchised restaurant
Delivery	-	40	Headquarters in Madison, Wisconsin and your franchised restaurant
Back Kitchen	-	40	Headquarters in Madison, Wisconsin and your franchised restaurant
Pizza Kitchen	-	40	Headquarters in Madison, Wisconsin and your franchised restaurant
Prep	-	24	Headquarters in Madison, Wisconsin and your franchised restaurant
How to Dominate your Industry	-	3	Headquarters in Madison, Wisconsin and your franchised restaurant
Computers/POS	-	24	Headquarters in Madison, Wisconsin and your franchised restaurant
Advanced Customer Service	-	4	Headquarters in Madison, Wisconsin and your franchised restaurant
Advanced Phones	-	40	Headquarters in Madison, Wisconsin and your franchised restaurant
Ordering/Invoices	-	24	Headquarters in Madison, Wisconsin and your franchised restaurant
Maintenance	-	5	Headquarters in Madison, Wisconsin and your franchised restaurant
Personnel	-	4	Headquarters in Madison, Wisconsin and your franchised restaurant

SUBJECT	HOURS OF CLASSROOM TRAINING	HOURS OF ON-THE-JOB TRAINING	LOCATION
Bar/Dine-in	-	40	Headquarters in Madison, Wisconsin and your franchised restaurant

Megan Nicholson, Tim Nicholson and Trevor Rakow will provide training. Their qualifications are included in ITEM 2. Steve Legler, Quinn McConnell, and Adam Rassmussen will also provide training. Their qualifications are as follows:

Steve Legler has been employed by our Affiliate since 2002 and is employed as the Director of Kitchen Operations. Steve has extensive knowledge of the kitchen area, has food safety state certification and also experience in ordering and inventory. Steve is the main point of contact with approved GNP vendors, keeping franchisees apprised of inventory items, approved order guides, pricing concerns, and other food or packaging related updates. Steve also works closely with franchisees and currently conducts site visits at each location.

Quinn McConnell has been employed by our Affiliate since 1997, was the first pizza manager in 2002, and has been the GM for several years. He has extensive knowledge in both Back of House and Front of House operations and management including making dough, managing a busy kitchen, hiring, training, scheduling, employee relations and management. Quinn is also experienced in customer service, including handling complaint calls, emails and online reviews and resolving them with exceptional results.

Adam Rasmussen began working with our affiliate in 2010 as a member of the phone staff, quickly working his way through the ranks to become one of our Back Kitchen Managers. Before moving into the Co-GM spot which he shares with Quinn, Adam specialized in training, customer communication and building a team environment. With over 20 years kitchen experience Adam is well versed in most every kitchen situation, from working in a fast paced environment, training, and handling situations on the fly while remaining calm. Adam has experience in both Back of House and Front of House, recently obtaining his bartending license. Adam also enjoys helping people grow to be the best version of themselves and values his ability to help people despite the situation.

If circumstances require, a substitute trainer may provide training to you. We may periodically name additional trainers, if the training schedule requires it. There are no limits on our right to assign a substitute to provide training.

The initial training will include the following instructional materials: The Operations Manual, recipes, informational guidelines, form examples, report examples. The training will occur at both our headquarters in Madison, Wisconsin and your franchised restaurant. The dates and location of the training will be communicated to you in the Operations Manual.

Periodically, you, your managers, and/or employees may be required to attend and successfully complete refresher-training programs to be conducted at our headquarters or another location we designate. Attendance at these refresher-training programs will be at your expense. You do not have to attend more than 2 of these programs in any calendar year and your total time commitment will not exceed 4 days during any calendar year. (Section 8.5)

ITEM 12. TERRITORY

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 area that you receive

(called an "area of primary responsibility" or "area") will be described and depicted in a map attached to the Franchise Agreement. We determine the boundaries of the area based on a variety of factors, including population, median population age, proximity to competitors, proximity to other franchisees and natural, physical or political boundaries.

We reserve the right to establish other franchised or company-owned businesses in your area. We also reserve the right to establish other channels of distribution for the sale of Glass Nickel products and services, including Internet sales, catalog sales, telemarketing, or other direct marketing sales. These activities may compete with your franchised restaurant. We will not compensate you for any sales made in your area through an alternate channel of distribution. You may not directly market to or solicit customers located inside another franchisee's area of primary responsibility. Unless you are advertising cooperatively with another franchisee, you may not advertise in any media primarily circulated within another franchisee's area of primary responsibility without our permission.

You will operate the franchise from one location that we approve. You must receive our written permission before relocating. If you can no longer use the location due to circumstances beyond your control, including unreasonable lease terms or destruction of the premises, you may be allowed to relocate. If you attempt to sell your franchised restaurant or transfer your interest from the franchised restaurant to a third party, we may exercise our right of first refusal. You do not receive the right to acquire additional franchises within your area of primary responsibility. You must meet our qualifications for new franchisees to qualify for an additional franchise location. There are no minimum sales quotas. As described in detail in ITEM 11.C.4, if we request, you must combine advertising with other franchises that are located in the market targeted by the advertising.

ITEM 13. TRADEMARKS

You receive the right to operate your franchised restaurant under the registered trademark "Glass Nickel Pizza Co." You may also use any other current or future Mark to operate your franchised restaurant that we designate in writing including the logo on the front of this Disclosure Document and the trademarks listed below. By "Mark," we mean any trade name, trademark, service mark or logo used to identify your restaurant. We have registrations for the following Marks on the U.S. Patent and Trademark Office ("USPTO") principal register:

MARK	REGISTRATION NUMBER	REGISTRATION DATE
GLASS NICKEL PIZZA CO. (standard character mark)	3162001	October 24, 2006 (renewed 2026)
GLASS NICKEL PIZZA CO. (design plus words, letters and/or numbers)	3162002	October 24, 2006 (renewed 2026)
IN PIZZA WE TRUST (standard character mark)	3162003	October 24, 2006 (renewed 2026)
FETALICIOUS (standard character mark)	3507766	September 30, 2008 (renewed 2018)

Prior to January 1, 2018, the Marks were owned by our Affiliate; we were granted a license to use and sublicense the use of the Marks under a license agreement entered into between our Affiliate and us. As of January 1, 2018, our Affiliate has assigned its ownership interest in the Marks to us. In consideration of that assignment, we granted our Affiliate the right to use the Marks for its own restaurant as a franchisee. There has been no reduction in our rights, and the rights of our franchisees, to use the Marks.

Other than the above, there are no agreements currently in effect that significantly limit our rights to use or license the use of the Marks in any manner material to the franchise.

There are currently no effective material determinations of the USPTO, trademark trial and appeal board, the trademark administrator of the state of Wisconsin or any court; pending infringement, opposition or cancellation; or pending material litigation involving the Mark.

There are no infringing or prior superior uses actually known to us that could materially affect the use of the Marks in the state of Wisconsin or any other state in which the franchised restaurant is to be located.

You do not receive any rights to the Marks other than the nonexclusive right to use them in the operation of your franchised restaurant. You must follow our rules when you use the Marks. You must use the Marks as the sole trade identification of the franchised restaurant. You cannot use a name or Mark as part of a corporate name or with modifying words, designs or symbols except for those which we license to you. You may not use any Mark in connection with the sale of any unauthorized products or services or in any other manner that we do not authorize in writing. You must obtain a fictitious or assumed name registration if required by your state or local law. Any unauthorized use of the Marks by you is a breach of the Franchise Agreement and an infringement of our rights in the Marks. You must not contest the validity or ownership of the Marks, including any Marks that we license to you after you sign the Franchise Agreement. You must not assist any other person in contesting the validity or ownership of the Marks.

You must immediately notify us when you learn about an infringement of, or challenge to your use of, any Mark, or any claim by any person of any rights in any Marks, and you must not communicate with any person other than us and our counsel regarding any infringements, challenges or claims unless you are legally required to do so, however, you may communicate with your own counsel at your own expense. We may take whatever action we think appropriate in these situations; we have exclusive control over any settlement or proceeding concerning any Mark. You must take any actions that, in the opinion of our counsel, may be advisable to protect and maintain our interests in any proceeding or to otherwise protect and maintain our interests in the Marks.

While we are not required to defend you against a claim against your use of our Marks, we will reimburse you for all of your expenses reasonably incurred in any legal proceeding disputing your authorized use of any Mark, but only if you notify us of the proceeding in a timely manner and you have complied with our directions with regard to the proceeding. We have the right to control the defense and settlement of any proceeding. We will not reimburse you for your expenses and legal fees for separate, independent legal counsel and for expenses in removing signage or discontinuing your use of any Mark. We will not reimburse you for disputes where we challenge your use of a Mark.

If we require, you must modify or discontinue the use of any Mark and use other trademarks or service marks we designate. We do not have to reimburse you for modifying or discontinuing the use of a Mark or for substituting another trademark or service mark for a discontinued Mark. If we adopt and use new or modified Marks, you must add or replace equipment, signs, supplies and fixtures, and you must make other modifications we designate as necessary to adapt your franchised restaurant for the new or modified Marks. We do not reimburse you for any loss of goodwill associated with a modified or discontinued Mark.

You must notify us if you apply for your own trademark or service mark registrations. You must not register or seek to register as a trademark or service mark, either with the USPTO or any state or foreign country, any of the Marks or a trademark or service mark that is confusingly similar to any of our Marks.

You may not establish, create or operate an Internet site or website using any domain name containing the words "Glass Nickel Pizza Co." or any variation thereof without our prior written consent. We retain the sole right to advertise on the Internet and create websites using the "Glass Nickel Pizza Co." domain name and any other domain names we may designate in the Operations Manual.

ITEM 14. PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

No patents are material to the franchise. We own certain copyrights in the Operations Manual, marketing materials and other copyrightable items that are part of the System. While we claim copyrights in these and similar items, we have not registered these copyrights with the United States Registrar of Copyrights. You may use these items only as we specify while operating your franchised restaurant and must stop using them if we direct you to do so. Our right to use or license copyrighted items is not materially limited by any agreement or known infringing use.

There are no currently effective determinations of the U.S. Copyright Office or any court regarding the copyrighted materials. Our right to use or license copyrighted items is not materially limited by any agreement or known infringing use.

We have developed certain trade secrets and other confidential information, including methods of business management, sales and promotion techniques, and know-how, knowledge of, and experience in, operating a Glass Nickel Pizza Restaurant. We will provide our trade secrets and other confidential information to you during training, in the Operations Manual and as a result of the assistance we furnish you during the term of the franchise. You may only use the trade secrets and other confidential information for the purpose of operating your franchised restaurant.

You may only divulge trade secrets and other confidential information to employees who must have access to it in order to operate the franchised restaurant. You are responsible for enforcing the confidentiality provisions as to your employees.

Certain individuals with access to trade secrets or other confidential information, including your shareholders, officers, directors, partners and members (if you are a corporation, limited liability company or other business entity), as well as managers, executives and other recipients of trade secrets will be required to sign nondisclosure agreements the same as or similar to the Nondisclosure Agreement forms attached to the Franchise Agreement.

All ideas, concepts, techniques or materials concerning the franchised restaurant and/or the System, whether or not protectable intellectual property and whether created by or for you or your owners or employees, must be promptly disclosed to us and will be our sole and exclusive property and a part of the System that we may choose to adopt and/or disclose to other franchisees, and hereby assign and agree to assign to us all right, title and interest in and to any intellectual property so developed. Likewise, we will disclose to you concepts and developments of other franchisees that we make part of the System. You must also assist us in obtaining intellectual property rights in any concept or development if requested.

Your use of the Operations Manual, trade secrets or other confidential information in an unauthorized manner is a default of the Franchise Agreement that may result in automatic termination of the Franchise Agreement. Further information about termination of the Franchise Agreement following a default is included in ITEM 17.

ITEM 15. OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISED RESTAURANT

. The franchised restaurant must always be under the direct full-time day-to-day supervision of your designated manager, which is you if you are an individual, or is an individual you select if you are a business entity. Your designated manager must attend and satisfactorily complete our initial training program before opening the franchised restaurant. You must keep us informed at all times of the identity of your current designated manager. If you must replace the designated manager, your replacement must attend and satisfactorily complete our initial training program. If you are a corporation or other business entity and the franchised restaurant is under the supervision of a designated manager, he or she does not have to be one of your owners.

As described in ITEM 14, certain individuals associated with your franchised restaurant, including your owners, (and members of their immediate families and households), officers, directors, partners, members, managers, executives, employees and staff, and other individuals having access to trade secrets and other confidential information may be required to sign nondisclosure agreements the same as or similar to the Nondisclosure Agreement attached to the Franchise Agreement. We will be a third-party beneficiary with the right to enforce the agreements.

If you are a corporation or other business entity, anyone who owns a 5% or greater interest in the franchisee entity must personally guarantee the performance of all of your obligations under the Franchise Agreement and agree to be personally liable for your breach of the Franchise Agreement by signing the Unlimited Guaranty and Assumption of Obligations attached to the Franchise Agreement.

ITEM 16. RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must offer the products and services we specify periodically, in strict accordance with our standards and specifications. You may not sell any products or services that we have not authorized and you must discontinue offering any products that we may, in our sole discretion, disapprove in writing at any time.

We may periodically change required or authorized products. There are no limits on our right to do so. If we modify the System, you may be required to add or replace equipment, signs and fixtures, and you may have to make improvements or modifications as necessary to maintain uniformity with our current standards and specifications; however, you will not be required to spend more than $25,000 during the initial term of the Franchise Agreement on all such improvements and modifications.

Periodically, we may allow certain products that are not otherwise authorized for general use as a part of the System to be offered locally or regionally based upon such factors as we determine, including test marketing, your qualifications, and regional or local differences.

Unless the customer initiates contact with you, you may not provide goods or services to a customer who resides outside of your area of primary responsibility. (See ITEM 12). Otherwise, we do not place restrictions on you with respect to who may be a customer of your franchised restaurant.

ITEM 17. RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

The following tables list certain important provisions of the franchise and related agreements. You should read these provisions in the agreements attached to this Disclosure Document

Provision	Section In the Franchise or Other Agreements	Summary
a. Length of the franchise term	Section 4.1	The initial term is 5 years.
b. Renewal or extension of the term	Section 4.2	You may renew for 3 additional terms of 5 years each. If you fail to meet any one of the conditions in (c) below, we may refuse to renew or extend the terms of your Franchise Agreement.
c. Requirements for franchisee to renew or extend	Section 4.2	You may renew the Franchise Agreement if you: have substantially complied with the provisions of the Franchise Agreement; have the right to maintain possession of the approved location or an approved substitute location for the term of the renewal; have made capital expenditures as necessary to maintain uniformity with the System; have satisfied all monetary obligations owed to us; are not in default of any provision of the Franchise Agreement or any other agreement between you and us; have given timely written notice of your intent to renew; sign a current Franchise Agreement; comply with current qualifications and training requirements; and sign a general release the same as or similar to the General Release attached to the Franchise Agreement.
d. Termination by franchisee	Section 16.1	You may terminate the Franchise Agreement if you are in compliance with it and we materially breach it and we fail to begin to cure our breach within 30 days of receiving your written notice.
e. Termination by franchisor without cause	None	

Provision	Section In the Franchise or Other Agreements	Summary
f. Termination by franchisor with cause	Section 16.2	We may terminate the Franchise Agreement only if you are in default. If we terminate the Franchise Agreement following a default, your interest in the franchise will terminate.
g. "Cause" defined-curable defaults	Section 16.2.2	If a default arises from your failure to comply with a mandatory specification in the Franchise Agreement or Operations Manual, you can avoid termination of the Franchise Agreement if you cure the default within 30 days of receiving our notice of default. If a default arises from your failure to maintain insurance or your failure to make payments due to us, you can avoid termination of the Franchise Agreement if you cure the default within 10 days of receiving our notice of your failure to maintain insurance or your failure to make payments due to us. If we terminate the Franchise Agreement following a default, your interest in the franchise will terminate.
h. "Cause" defined-non-curable defaults	Section 16.2.1	We have the right to terminate the Franchise Agreement without giving you an opportunity to cure if you (or, at our discretion, any of your members, managers, shareholders, officers, directors or agents): fail to timely select an approved site for or establish, fail to establish and equip and begin operations of the franchised restaurant; fail to have your designated manager satisfactorily complete training; fail to timely open or commence operations of the franchised restaurant; made a material misrepresentation or omission in the application for the franchise; are convicted of or plead no contest to a felony or other crime or offense likely to affect the reputation of either party or the franchised restaurant; use the Operations Manual, any trade secret or other confidential information in an unauthorized manner; if required, fail to have your owners sign nondisclosure and non-competition agreements or other officers, directors, managers, executives, employees and professional staff, and other individuals having access to trade secrets or other confidential information sign nondisclosure agreements or, if requested, fail to provide us with copies of all signed nondisclosure and non-competition agreements; abandon the franchised restaurant for 5 consecutive days; surrender or transfer control of the franchised restaurant in an unauthorized manner; fail to maintain the franchised restaurant under the supervision of an approved designated manager if you die or become disabled; submit reports on 2 or more

Provision	Section In the Franchise or Other Agreements	Summary
		separate occasions understating any amounts due by more than 3%; are adjudicated bankrupt, insolvent or make a general assignment for the benefit of creditors; misuse or make unauthorized use of the Marks, trade secrets or other confidential information; fail on 2 or more occasions within any 12 months to submit reports or records or to pay any fees due us or any Affiliate; continue to violate any health, safety or other laws or operates the franchised restaurant in a manner creating a health or safety hazard to customers; employees or the public; take any action reserved to us; fail to comply with applicable laws after notice; repeatedly breach the Franchise Agreement or comply with specifications; or default under any other agreement with us (or our Affiliate) so that we (or our Affiliate) have the right to terminate the Franchise Agreement.
i. Franchisee's obligations on termination/non-renewal	Section 17.1	If the Franchise Agreement is terminated or not renewed, you must: stop operating the franchised restaurant; stop using the trade secrets and any other confidential information, the System and the Marks; if requested, assign your interest in the franchise location to us; cancel or assign to us any assumed names; pay all sums owed to us including damages and costs incurred in enforcing the termination provisions of the Franchise Agreement; return the Operations Manual and all trade secrets or other confidential information; assign your telephone and facsimile numbers to us; comply with the covenants not to compete and any other surviving provisions of the Franchise Agreement.
j. Assignment of contract by franchisor	Section 18.1	There are no restrictions on our right to assign our interest in the Franchise Agreement.
k. "Transfer" by franchisee -definition	Section 18.2	"Transfer" includes transfer of ownership in the franchise, the Franchise Agreement, the franchise location, the franchised restaurant's assets.
l. Franchisor's approval of transfer by franchisee	Section 18.2	You may not transfer your interest in any of the items listed in (k) above without our prior written consent.
m. Conditions for franchisor approval of transfer	Section 18.2	We will consent to a transfer if: we have not exercised our right of first refusal; all obligations owed to us are paid; you and the transferee have signed a general release the same as or similar to the General Release attached to the Franchise Agreement; the prospective

Provision	Section In the Franchise or Other Agreements	Summary
		transferee meets our business and financial standards; the transferee and all persons owning any interest in the transferee sign the then current Franchise Agreement; you provide us with a copy of all contracts and agreements related to the transfer; you or the transferee pay a transfer fee of $10,000; the transferee or the owners of transferee have agreed to be personally bound by all provisions of the Franchise Agreement; you have agreed to guarantee performance by the transferee, if requested by us; the transferee has obtained all necessary consents and approvals of third parties; you or all of your equity owners have signed a non-competition agreement the same as or similar to the Nondisclosure and Non-Competition Agreement attached to the Franchise Agreement; and the transferee has agreed that its designated manager will complete the initial training program before assuming management of the franchised restaurant.
n. Franchisor's right of first refusal to acquire franchisee's franchised restaurant	Section 19	We may match an offer for your franchised restaurant or an ownership interest you propose to sell.
o. Franchisor's option to purchase franchisee's franchised restaurant	Section 17.4	Except as described in (n) above, we do not have the right to purchase your franchised restaurant; however, during the 30-day period after the termination or expiration of the Franchise Agreement, we have the right to purchase any assets of the franchised restaurant for book value.
p. Death or disability of franchisee	Section 18.6	Following the death or incapacity of an owner of the franchised restaurant or the death or incapacity of any holder of a legal or beneficial interest in the franchised restaurant, your or his or her representative must transfer, subject to the terms of the Franchise Agreement, the individual's interest in the franchised restaurant within 180 days of death or incapacity or we may terminate the Franchise Agreement.
q. Non-competition covenants during the term of the franchise	Section 7.4	You and your owners are prohibited from: attempting to divert any business or customer of the franchised restaurant to a competitive business; causing injury or prejudice to the Marks or the System; and owning or working for a competitive business.

Provision	Section In the Franchise or Other Agreements	Summary
r. Non-competition covenants after the franchise is terminated or expires	Section 17.2	For 2 years after the termination or expiration of the Franchise Agreement, you and the holder of any legal or beneficial interest in the franchised restaurant are prohibited from: owning or working for a competitive business operating within 25 miles of the franchise location or within 25 miles of any other Glass Nickel Restaurant; and soliciting or influencing any of our employees or business associates to compete with us or to terminate their relationship with us. We may also require any individual working with you who receives access to our trade secrets (including officers, directors, managers and professional staff) to enter a non-disclosure agreement.
s. Modification of the agreement	Sections 9.2, 22.7 and 22.8	The Franchise Agreement can be modified only by written agreement between you and us. We may modify the Operations Manual without your consent if the modification does not materially alter your fundamental rights.
t. Integration/merger clause	Section 22.7	Only the terms of the Franchise Agreement are binding. Any other promises may not be enforceable.
u. Dispute resolution by arbitration or mediation	Section 23.7	Except for claims relating to the Marks, trade secrets or other confidential information, and claims for injunctive relief, and subject to state law, all disputes must be arbitrated in Dane County, Wisconsin.
v. Choice of forum	Section 23.2	Subject to state law, (see state specific addenda); any litigation must be pursued in courts situated in Dane County, Wisconsin.
w. Choice of law	Section 23.1	Subject to state law, (see state specific addenda), Wisconsin law applies subject to your state law, except that disputes regarding the Marks will be governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. Sec. 1051 et seq.).

These states have statutes that may supersede the Franchise Agreement concerning your relationship with us, including the areas of termination, renewal and transfer of the franchise and dispute resolution of the franchise: ARKANSAS (Ark. Code Ann. Sections 4-72-201 to 4-72-210); CALIFORNIA (Cal. Bus. & Prof. Code Sections 20000 to 20043); CONNECTICUT (Conn. Gen. Stat. Ann. Sections 42-133e to 42-133h); DELAWARE (Del. Code Ann. Tit. 6 Sections 2551 to 2556); FLORIDA (Stat., Section 542.335); HAWAII (Haw. Rev. Stat. Sections 482E-1 to 482E-12); ILLINOIS (815 ILCS 705/1-44); INDIANA (Ind. Code Ann. Sections 23-2-2.7-1 to 23-2-2.7-7); IOWA (Iowa Code, Ch.

523H, Sections 523H.1 to 523H.17); LOUISIANA (La. Rev. Stat. Ann. Tit. 23, Sections 921[E] and Tit. 12, Section 1042); MICHIGAN (Mich. Comp. Laws, Sections 445.1527 & 445.1535); MINNESOTA (Minn. Stat. Section 80C.14 and Minnesota Rules, Department of Commerce, Section 2860.4400); MISSISSIPPI (Miss. Code Ann. Sections 75-24-51 to 75-24-63); MISSOURI (Mo. Rev. Stat. Sections 407.400 to 407.420); NEBRASKA (Neb. Rev. Stat. Sections 87-401 to 87-410); NEW JERSEY (N.J. Rev. Stat. Sections 56:10-1 through 56:10-12); NORTH CAROLINA (Chpt. 22B, Sec. 3); PUERTO RICO (Ann., Sections 278 to 278d); SOUTH DAKOTA (S.D. Codified Laws, Section 37-5A-51); VIRGIN ISLANDS (Code, Sections 130-139); VIRGINIA (Va. Code Ann. Sections 13.1-557 through 13.1-574); WASHINGTON (Wash. Rev. Code Sections 19.100.180 to 19.100.190); WISCONSIN (Wis. Stat. Sections 135.01 to 135.07). These and other states may have court decisions that may supersede the Franchise Agreement concerning your relationship with us, including the areas of termination, renewal and transfer of the franchise and dispute resolution of the franchise.

ITEM 18. PUBLIC FIGURES

We do not presently use any public figures to promote our franchise.

ITEM 19. FINANCIAL PERFORMANCE REPRESENTATIONS

The FTC's Franchise Rule permits a franchisor to provide information about the actual or potential financial performance of its franchised and/or franchisor-owned outlets, if there is a reasonable basis for the information, and if the information is included in the disclosure document. Financial performance information that differs from that included in Item 19 may be given only if: (1) a franchisor provides the actual records of an existing outlet you are considering buying; or (2) a franchisor supplements the information provided in this Item 19, for example, by providing information about possible performance at a particular location or under particular circumstances.

We do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Megan Nicholson, President, 2916 Atwood Ave., Madison, Wisconsin, 53704 (608) 332-7211, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20. OUTLETS AND FRANCHISE INFORMATION

SYSTEM WIDE OUTLET SUMMARY FOR YEARS 2023 TO 2025				
Outlet Type	**Year**	**Outlets at the Start of the Year**	**Outlets at the End of the Year**	**Net Change**
Franchised (Note 1)	2023	9	9	0
	2024	9	9	0
	2025	9	10	1
Company-Owned	2023	0	0	0
	2024	0	0	0
	2025	0	0	0
Total Outlets	2023	9	9	0
	2024	9	9	0
	2025	9	10	1

This chart (above) includes both franchised and company-owned Glass Nickel Pizza Restaurants. As of the date of this Disclosure Document, there are a total of ten (10) franchised Glass Nickel Pizza Restaurants in operation, including one owned by our Affiliate, Madison's Dough Boys, Inc., which became a franchisee as of January 1, 2018; one acquired by another Affiliate, Pupperoni, Inc., as of January 30, 2023, and one opened by another Affiliate, WauKeza, Inc., as of February 22, 2025.

TRANSFERS OF OUTLETS FROM FRANCHISEES TO NEW OWNERS (OTHER THAN THE FRANCHISOR) FOR YEARS 2023 TO 2025		
State	**Year**	**Number of Transfers**
Wisconsin	2023	1
	2024	0
	2025	1
Total	2023	1
	2024	0
	2025	1

STATUS OF FRANCHISE OUTLETS FOR YEARS 2023 TO 2025								
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**
Wisconsin	2023	9	0	0	0	0	0	9
	2024	9	0	0	0	0	0	9

STATUS OF FRANCHISE OUTLETS FOR YEARS 2023 TO 2025								
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**
	2025	9	1	0	0	0	0	10
Total	2023	9	0	0	0	0	0	9
	2024	9	0	0	0	0	0	9
	2025	9	1	0	0	0	0	10

STATUS OF COMPANY-OWNED OUTLETS FOR YEARS 2023 TO 2025							
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**
Wisconsin	2023	0	0	0	0	0	0
	2024	0	0	0	0	0	0
	2025	0	0	0	0	0	0
Total	2023	0	0	0	0	0	0
	2024	0	0	0	0	0	0
	2025	0	0	0	0	0	0

PROJECTED OPENINGS AS OF DECEMBER 31, 2026			
State	**Franchise Agreements Signed But Outlet Not Yet Opened**	**Projected New Franchised Outlet In The Next Fiscal Year**	**Projected New Company-Owned Outlet in the Next Fiscal Year**
Wisconsin	0	0	0
Total	0	0	0

Glass Nickel has ten franchisees that are operating at the time of this Disclosure Document issuance date.

Don Calhoun, Desiree Wescott and Dave Krause Chipstacks, Inc. 416 Dousman Street Green Bay, WI 54303 (920) 490-1000 Date Opened: December 27, 2007	Tim Nicholson, Megan Nicholson and Trevor Rakow Pupperoni, Inc. 13175 West Bluemound Road Brookfield, WI 53005 (262) 782-8000 Date Acquired: January 30, 2023	Stacy Knaack Appleton Nickel, Inc. 2120 West College Ave. Appleton, WI 54914 (920) 734-4000 Date Acquired: June 20, 2022	Corey Dintelman MAC Pizza, Inc. 3191 Muir Field Road Fitchburg, WI 53719 (608) 848-4877 Date Signed: August 14, 2014
Neil Spath and Michael Ramos Home Slice, Inc. 5003 University Avenue Madison, WI 53705 Date Signed: November 17, 2016	Adam Bougie/Jaret Elifritz Papa Boug, Inc. 101 W. Main St. Sun Prairie, WI 53590 Date Signed: December 23, 2016	Stacy Knaack and Susan Howard Neenah Nickel, Inc. 217 Washington Street Menasha, WI 54952 Date Opened: July 11, 2017	Tim Nicholson and Megan Nicholson Madison's Dough Boys, Inc. 2916 Atwood Avenue Madison, WI 53704 Date Signed: January 1, 2018
David Fancher, Jr. and Amanda Stevens-Fancher Our Own Little Slice, LLC 227255 Rib Mountain Drive Wausau, WI 54401 Date Acquired: December 26, 2025	Tim Nicholson, Megan Nicholson and Trevor Rakow WaukeZa, Inc. 116 East Sunset Drive Waukesha, WI 53189 (262) 888-4008 Date Opened:February 22, 2025		

Former Franchisee Contact Information

During the last fiscal year, Central Stacks LLC, which operated the Wausau franchise location, sold its assets to Our Own Little Slice, LLC. The contact information for the owners of Central Stacks LLC is the same as the owners of Chipstacks, Inc. (shown above), which operates our Green Bay franchise location.

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

IN SOME INSTANCES, CURRENT AND FORMER FRANCHISEES MAY SIGN PROVISIONS RESTRICTING THEIR ABILITY TO SPEAK OPENLY ABOUT THEIR EXPERIENCE WITH GLASS NICKEL PIZZA CO. 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 audited financial statements for the years ending December 31, 2023, December 31, 2024, and December 31, 2025 are attached as Exhibit D.

Our fiscal year end is December 31.

ITEM 22. CONTRACTS

The GN Independents, Inc. Franchise Agreement (with exhibits) is attached to this Disclosure Document as Exhibit B.

The GN Independents, Inc. General Release is attached to the Franchise Agreement as Exhibit 1.

The GN Independents, Inc. Nondisclosure and Non-Competition Agreement is attached to the Franchise Agreement as Exhibit 2(a) (for holders of a legal or beneficial interest in the Franchise) and the Nondisclosure Agreement as Exhibit 2(b) (for any other recipients of Trade Secrets).

The GN Independents, Inc. Unlimited Guaranty and Assumption of Obligations is attached to the Franchise Agreement as Exhibit 3.

The GN Independents, Inc., Form of Collateral Assignment of Lease and Lease Rider are attached to the Franchise Agreement as Exhibit 4.

The GN Independents, Inc., Gift Card Participation Agreement is attached to the Franchise Agreement as Exhibit 5.

The GN Independents, Inc., Pizza With Purpose Agreement is attached to the Franchise Agreement as Exhibit 6.

The GN Independents, Inc., Consent Agreement for Cyber Insurance Coordination is attached to the Franchise Agreement as Exhibit 8.

The GN Independents, Inc., Franchise Disclosure Questionnaire is attached as Exhibit E.

We provide no other contracts or agreements for your signature.

ITEM 23. RECEIPT

Our copy and your copy of the Franchise Disclosure Document Receipt are located on the last 2 pages of this Disclosure Document.

EXHIBIT A TO THE DISCLOSURE DOCUMENT

LIST OF STATE ADMINISTRATORS; DISCLOSURE DOCUMENT EFFECTIVE DATES FOR EACH STATE

The following is a list of state administrators and state agents for service of process responsible for registration and review of franchises and the Effective Date of this Disclosure Document for these states. The Effective Date of this Disclosure Document for any state that is not included in this list is as shown on the cover of the Disclosure Document. We may register in one or more of these states.

STATE	**STATE ADMINISTRATOR/AGENT**	**ADDRESS**
California	Commissioner of Financial Protection and Innovation California Department of Financial Protection and Innovation	320 West 4th Street, Suite 750 Los Angeles, CA 90013-2344 1-866-275-2677
Hawaii (State Administrator)	Commissioner of Securities Dept. of Commerce and Consumer Affairs Business Registration Division Securities Compliance Branch	335 Merchant Street Room 203 Honolulu, HI 96813
Illinois	Illinois Attorney General	500 South Second Street Springfield, IL 62706
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	G. Mennen Williams Building, 1st Floor 525 West Ottawa Street Lansing, MI 48933
Minnesota	Commissioner of Commerce Minnesota Department of Commerce	85 7th Place East, Suite 280 St. Paul, MN 55101-2198
New York (State Administrator)	NYS 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 Plaza 99 Washington Avenue, 6th Floor Albany, NY 12231-0001 518-473-2492

North Dakota	Securities Commissioner North Dakota Securities Department	600 East Boulevard Avenue State Capitol, Fifth Floor, Dept. 414 Bismarck, ND 58505-0510
Rhode Island	Director, Department of Business Regulation, Securities Division	1511 Pontiac Avenue John O. Pastore Complex–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	1300 East Main Street, 9th 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

GN INDEPENDENTS, INC.

FRANCHISE AGREEMENT

EXHIBIT B TO THE DISCLOSURE DOCUMENT

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GN INDEPENDENTS, INC.

FRANCHISE AGREEMENT

This Franchise Agreement, made this ____ day of _____, 20____, is by and between GN Independents, Inc., a Wisconsin corporation, having its principal place of business at 2916 Atwood Avenue, Madison, Wisconsin 53704 ("Franchisor"), and _____ _____, whose principal address is _____ _____, an individual/partnership/corporation/limited liability company established in the State of _____ ("Franchisee").

W I T N E S S E T H :

WHEREAS, Franchisor and its Affiliates* have developed, and are continuing to develop, a System identified by the trademark "GLASS NICKEL PIZZA CO®." relating to the establishment and operation of a modern pizza business offering award-winning, fresh traditional American foods with gourmet complements on the menu, which are referred to in this Agreement as "Glass Nickel Pizza Restaurants;" and

WHEREAS, in addition to the Marks, the distinguishing characteristics of the System include, uniform standards and procedures for business operations; procedures and strategies for sales, marketing, advertising and promotions; customer service techniques; product sourcing and other Trade Secrets, the Manual; food preparation and presentation techniques; training courses, all of which Franchisor may improve, further develop or otherwise modify periodically; and

WHEREAS, Franchisor grants to qualified persons the right to own and operate a single Glass Nickel Pizza Restaurant using the System and the Marks; and

WHEREAS, a Franchise can be either a Glass Nickel Pizza carryout and delivery restaurant or a Glass Nickel Pizza dine-in restaurant and a bar, collectively referred to as the "Franchised Restaurant;" and

WHEREAS, Franchisee desires to operate a Glass Nickel Pizza Restaurant and has applied for a franchise, and Franchisor has approved Franchisee's application in reliance upon all of the representations made therein; and

WHEREAS, Franchisee understands and acknowledges the importance of Franchisor's high and uniform standards of quality, operations and service and the necessity of operating the Franchised Restaurant in strict conformity with Franchisor's System.

NOW, THEREFORE, Franchisor and Franchisee, intending to be legally bound, agree as follows:

1 DEFINITIONS

Whenever used in this Agreement, the following words and terms have the following meanings:

* Capitalized terms not defined in the text are defined in Section 1.

"Affiliate(s)" means any business entity that controls, is controlled by, or is under common control with Franchisor;

"Agreement" means this agreement entitled "GN Independents, Inc. Franchise Agreement" and all instruments supplemental hereto or in amendment or confirmation hereof;

"Approved Location" means the site for the operation of the Franchised Restaurant selected by Franchisee and approved in writing by Franchisor;

"Approved Supplier(s)" has the meaning given to such term in Section 13.1;

"Area of Primary Responsibility" has the meaning given to such term in Section 2.5;

"Competitive Business" means any business (or any business that grants franchises or licenses to others to operate a business that offers or provides) menu items, beverages and services the same as or similar to those provided by Glass Nickel Pizza Restaurants, or in which Trade Secrets could be used to the disadvantage of Franchisor, its Affiliate(s) or its other franchisees; provided, however, that the term "Competitive Business" shall not apply to (a) any business operated by Franchisee under a Franchise Agreement with Franchisor, or (b) any business operated by a publicly held entity in which Franchisee owns less than a five percent (5%) legal or beneficial interest;

"Confidential Information" means technical and non-technical information not commonly known by or available to the public, including, without limitation, Trade Secrets and any other information identified as confidential when delivered by Franchisor. Confidential Information shall not include, however, any information that: (a) is now or subsequently becomes generally available to the public through no fault of Franchisee; (b) Franchisee can demonstrate was rightfully in its possession, without obligation of nondisclosure, prior to disclosure pursuant to this Agreement; (c) is independently developed without the use of any Confidential Information; or (d) is rightfully obtained from a third party who has the right, without obligation of nondisclosure, to transfer or disclose such information;

"Cooperative Advertising" means the combined advertising of two (2) or more franchisees established within a common market that Franchisor may require for Glass Nickel Pizza Restaurants within a particular region, as further described in Section 11.4, which may include (but is not limited to) operating a "loyalty" program among Franchisees designed to attract repeat business and reward brand loyalty with product rewards;

"Designated Area" has the meaning given to such term in Section 2.3;

"Designated Manager" is the individual designated in writing by Franchisee as having primary responsibility for managing the day-to-day affairs of the Franchised Restaurant, subject to the provisions of Section 13.3;

"Effective Date" means the date on which this Agreement is fully executed, thereby commencing its effectiveness and term;

"Electronic Depository Transfer Account" means an account maintained by Franchisee with a banking institution approved by Franchisor and providing Franchisor with access sufficient to electronically withdraw any funds due Franchisor;

"Franchise" means the right granted to Franchisee by Franchisor to use the System and the Marks;

"Franchised Restaurant" means the Glass Nickel Pizza Restaurant to be established and operated by Franchisee pursuant to this Agreement;

"Franchisee" means the individual or entity defined as "Franchisee" in the introductory paragraph of this Agreement;

"Franchise Fee" has the meaning given to such term in Section 3.1;

"Franchised Restaurant" means the Glass Nickel Pizza Restaurant to be established and operated by Franchisee pursuant to this Agreement;

"Franchisor" means GN Independents, Inc.;

"Franchisor Indemnities" has the meaning given to such term in Section 21.3;

"**Generally Accepted Accounting Principles"** or **"GAAP"** means the standards, conventions and rules accountants follow in recording and summarizing transactions, and in the preparation of financial statements;

"Grand Opening Advertising" has the meaning given to such term in Section 11.1;

"Gross Sales" means the aggregate of all revenue from the sale of products and services from all sources in connection with the Franchised Restaurant whether or not collected by Franchisee and whether for check, cash, credit or otherwise including, without limitation, all proceeds from any business interruption insurance and from credit card charge and delivery fees, but excluding (a) all refunds made in good faith, (b) any sales and equivalent taxes that are collected by Franchisee for or on behalf of any governmental taxing authority and paid thereto, (c) the value of any allowance issued or granted to any customer of the Franchised Restaurant that is credited by Franchisee in full or partial satisfaction of the price of any products and services offered in connection with the Franchised Restaurant, and (d) any rebate received by Franchisee from a manufacturer or supplier;

"Gross Sales Report" has the meaning given to such term in Section 12.2;

"Incapacity" means the inability of Franchisee, or any holder of a legal or beneficial interest in Franchisee, to operate or oversee the Franchised Restaurant on a regular basis by reason of any continuing physical, mental or emotional condition, chemical dependency or other limitation;

"Internet" means any one (1) or more local or global interactive communications media that is now available, or that may become available, including sites and domain names on the World Wide Web;

"Local Advertising" has the meaning given to such term in Section 11.2;

"Manual" means the GLASS NICKEL PIZZA CO. Operations Manual, and any other items as may be provided, added to, changed, modified or otherwise revised by Franchisor from time to time that contain or describe the standards, methods, procedures and specifications of the System, including other operations, administration and managers' manuals and all books, computer programs, password-protected portions of an Internet site, pamphlets, memoranda and other publications prepared by, or on behalf of, Franchisor;

"Marketing Fund" has the meaning given to such term in Section 11.3;

"Marketing Fund Contribution" has the meaning given to such term in Section 11.3;

"Marks" means the trademark "GLASS NICKEL PIZZA CO." and such other trade names, trademarks, service marks, trade dress, designs, graphics, logos, emblems, insignia, fascia, slogans, copyrights, drawings and other commercial symbols as Franchisor may designate to be used in connection with Glass Nickel Pizza Restaurants;

"Royalty Fee" has the meaning given to such term in Section 3.2;

"System" means the uniform standards, methods, procedures and specifications developed by Franchisor and as may from time to time be added to, changed, modified, withdrawn or otherwise revised by Franchisor, in its sole discretion, for the operation of a Glass Nickel Pizza Restaurant;

"Trade Secrets" means information in any form (including, but not limited to, technical or non-technical data, formulas, recipes, patterns, compilations, programs, devices, methods, techniques, drawings, processes, financial data, financial plans, product plans, passwords, lists of actual or potential customers or suppliers) related to or used in Glass Nickel Pizza Restaurants that is not commonly known by or available to the public and that information: (a) derives economic value, actual or potential, from not being generally known to, and not being readily ascertained by proper means by, other persons who can obtain economic value from its disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy; and

"Webpage Development Fee" has the meaning given to such term in Section 3.2.

2 GRANT OF FRANCHISE; APPROVED LOCATION

2.1 Grant

Franchisor hereby grants to Franchisee, and Franchisee undertakes and accepts, upon the terms and conditions herein contained, a revocable, limited license to operate one (1) Glass Nickel Pizza Restaurant using the System and Marks which shall operate as a:

_____ Carryout and Delivery Restaurant

_____ Dine-In Restaurant

2.2 Approved Location

The street address (or detailed description of the premises) of the Approved Location is:

_____

_____

_____.

2.3 Approved Location Not Determined

If the Approved Location is determined as of the Effective Date, then this Section shall be inapplicable. If the Approved Location of the Franchised Restaurant is not determined as of the Effective Date, then the geographic area in which the Franchised Restaurant is to be located shall be within a defined area that is described below ("Designated Area"). Franchisee shall select and submit possible sites for Franchisor's evaluation in accordance with Section 5.1. When the Approved Location is determined, its address shall be inserted into Section 2.2 shall be initialed and dated by Franchisee and Franchisor and the Designated Area shall lapse. The failure to insert such address into Section 2.2 shall not automatically affect the enforceability of this Agreement. The Designated Area is delineated for the sole purpose of site selection and does not confer any territorial exclusivity or protection. A detailed description of the geographic area or boundaries of the Designated Area is:

_____

_____

_____.

2.4 Sub-franchising/Agents

Franchisee shall not sublicense the use of the System or Marks to any person or entity. Except as may be permitted pursuant to Section 18, Franchisee shall not grant any person or entity the right to perform any part of Franchisee's rights or obligations licensed hereunder.

2.5 Area of Primary Responsibility

So long as this Agreement is in force and effect and Franchisee is not in default under any of the terms hereof, subject to Franchisor's reservation of rights set forth in Section 2.6, Franchisor shall not establish, own or operate, or license any other person to establish, own or operate, any other Glass Nickel Restaurant or other substantially similar business within a geographic area ("Area of Primary Responsibility") surrounding the Franchised Restaurant and depicted in the map in Section 2.6 below.

[The remainder of this page is intentionally left blank.]

2.6 Map and Description of Area of Primary Responsibility

2.6.1 The Area of Primary Responsibility shall be defined by and exist within the following zip codes or other physical, political or natural boundaries:

_____

_____

_____

_____.

2.6.2 The map of the Area of Primary Responsibility is:

2.7 Franchisor's Rights

Franchisee acknowledges that except to the extent provided in Section 2.5 above, Franchisor expressly retains all rights and discretion with respect to the Marks and System, including the right to:

2.7.1 establish, own or operate, and license others to establish, own or operate, Glass Nickel Pizza Restaurants outside of the Area of Primary Responsibility as Franchisor deems appropriate;

2.7.2 establish, own or operate, and license others to establish, own or operate other businesses under other systems using other trademarks at locations inside and outside of the Area of Primary Responsibility;

2.7.3 purchase or otherwise acquire the assets or controlling ownership of one (1) or more businesses identical or similar to the Franchised Restaurant (and/or acquire franchise, license and/or similar agreements for such businesses), some or all of which may be located anywhere, including within the Area of Primary Responsibility. If Franchisor purchases or acquires franchises or licenses, Franchisor may, in its sole discretion, act as franchisor or licensor with respect to such franchisees or licensees wherever located, pursuant to the individual franchise or license agreement(s) between Franchisor and such franchisee(s) or licensee(s). If Franchisor purchases or acquires such businesses within the Area of Primary Responsibility which are not franchised or licensed, Franchisor may, in its sole discretion:

2.7.3.1 offer to sell any such businesses to Franchisee or to any third party at the business's fair market value to be operated as a Glass Nickel Pizza Restaurant; or

2.7.3.2 offer Franchisee the opportunity to operate such business(s) in partnership with Franchisor (or an Affiliate) under the business(s) existing trade name or a different trade name.

2.7.4 be acquired (regardless of the form of transaction) by any business, even if the other business operates, franchises and/or licenses Competitive Businesses within the Area of Primary Responsibility;

2.7.5 provide the services and sell the products authorized for Glass Nickel Pizza Restaurants using the Marks or other trademarks, service marks and commercial symbols through an alternate channel of distribution, such as joint marketing with partner companies, direct mail and Internet sales; provided, however, that no such sales shall be made to any Competitive Business within the Area of Primary Responsibility; and

2.7.6 engage in any activities not expressly forbidden by this Agreement.

2.8 Marketing and Solicitation Restrictions

Franchisee shall not directly market to or solicit customers whose principal residence (or principal business office, if the customer is a business entity) is within the area of primary responsibility of another franchisee. Except as part of Cooperative Advertising implemented pursuant to Section 11.4, Franchisee shall not advertise in any media whose primary circulation is within the area of primary responsibility of another franchisee. Franchisor shall make reasonable efforts to enforce these restrictions with regard to Franchisee and any other Glass Nickel

Businesses, but under no circumstances shall Franchisor be required to engage in litigation or similar actions with regard to these restrictions.

3 FEES

3.1 Franchise Fee

Upon execution of this Agreement, Franchisee shall pay a fee ("Franchise Fee") to Franchisor of _____ DOLLARS ($_____). The Franchise Fee shall be deemed fully earned upon execution of this Agreement and is nonrefundable, except under certain conditions set forth under Sections 5.2, 5.5, 5.7 and 8.3. The Franchise Fee is payment, in part, for expenses incurred by Franchisor in furnishing assistance and services to Franchisee as set forth in this Agreement and for costs incurred by Franchisor, including general sales and marketing expenses, training, legal, accounting and other professional fees.

3.2 [RESERVED]

3.3 Weekly Royalty Fee

On Wednesday of each week, Franchisee shall pay to Franchisor without offset, credit or deduction of any nature, so long as this Agreement shall be in effect, a weekly fee ("Royalty Fee") equal to four percent (4%) of Gross Sales for the week ending the previous Sunday. Each weekly Royalty Fee payment shall accompany a Gross Sales Report, as required by Section 12.2, for the same period. If Franchisor requires Franchisee to pay Royalty Fees through electronic transfer as set forth in Section 3.5, such reports shall instead be submitted to Franchisor via facsimile transmission or electronic mail.

3.4 Taxes

Franchisee shall pay to Franchisor an amount equal to all sales taxes, excise taxes, withholding taxes, use taxes and similar taxes imposed on the fees payable by Franchisee to Franchisor hereunder and on services or goods furnished to Franchisee by Franchisor, whether such services or goods are furnished by sale, lease or otherwise, unless the tax is an income tax assessed on Franchisor for doing business in the state where the Franchised Restaurant is located.

3.5 Electronic Transfer

Franchisor has the right to require all Royalty Fees, Marketing Fund Contributions, amounts due for purchases by Franchisee from Franchisor and other amounts due to Franchisor to be paid through an Electronic Depository Transfer Account. At Franchisor's request, Franchisee shall open and maintain an Electronic Depository Transfer Account, and shall provide Franchisor with continuous access to such account for the purpose of receiving any payments due to Franchisor. Every week, Franchisee shall make timely deposits to the account sufficient to cover amounts owed to Franchisor prior to the date such amounts are due. Franchisee shall execute any documents Franchisor's or Franchisee's bank requires to establish and implement the Electronic Depository Transfer Account. Once established, Franchisee shall not close the Electronic Depository Transfer Account without Franchisor's written consent.

3.6 Late Fees

All Royalty Fees, Marketing Fund Contributions, amounts due for purchases by Franchisee from Franchisor and other amounts that are not received by Franchisor within five (5) days after the due date shall incur late fees at the rate of one and one-half percent (1.5%) per month (or the highest rate allowed by law of the state where Franchisee is located, whichever is lower) from the date payment is due to the date payment is received by Franchisor. Franchisee shall pay Franchisor for all costs incurred by Franchisor in the collection of any unpaid and past due Royalty Fees, Marketing Fund Contributions or any other amounts due Franchisor, including reasonable accounting and legal fees and expenses.

3.7 Application of Payments

Notwithstanding any designation by Franchisee, Franchisor shall have the sole discretion to apply any payments by Franchisee to any past due indebtedness of Franchisee for Royalty Fees, Marketing Fund Contributions, purchases from Franchisor or any other amount owed to Franchisor.

4 TERM AND RENEWAL

4.1 Initial Term

This Agreement shall be effective and binding for an initial term of five (5) years from the Effective Date, unless sooner terminated pursuant to Section 16.

4.2 Successor Terms

Subject to the conditions below, Franchisee has the right to obtain a successor franchise at the expiration of the term of this Agreement by entering into a new franchise agreement with Franchisor. Franchisee's right to obtain a successor franchise is limited to three (3) successive terms of five (5) years each, such that the total term of the Franchise shall not exceed twenty (20) years. To qualify for a successor franchise, each of the following conditions shall have been fulfilled and remain true as of the last day of the term of this Agreement:

4.2.1 Franchisee has, during the entire term of this Agreement, fully complied with all material provisions of this Agreement;

4.2.2 Franchisee has access to and, for the duration of the successor franchise's term, the right to remain in possession of the Approved Location, or a suitable substitute location approved by Franchisor, which is in full compliance with Franchisor's then-current specifications and standards;

4.2.3 Franchisee has, at its expense, made such capital expenditures as were necessary to maintain uniformity with any Franchisor-required System modifications such that the Franchised Restaurant reflects Franchisor's then-current standards and specifications, including but not limited to as provided in Sections 10.2 and 12.5 of this Agreement;

4.2.4 Franchisee has satisfied all monetary obligations owed by Franchisee to Franchisor (or any Affiliate), and has timely met these obligations throughout the term of this Agreement;

4.2.5 Franchisee is not in default of any provision of this Agreement or any other agreement between Franchisee and Franchisor;

4.2.6 Franchisee has given written notice of its intention to operate a successor franchise to Franchisor not less than nine (9) months nor more than twelve (12) months prior to the end of the term of this Agreement;

4.2.7 Franchisee has executed Franchisor's then-current form of franchise agreement, or has executed other such documents at Franchisor's election (with appropriate modifications to reflect the fact that the Franchise Agreement relates to the grant of a successor franchise), which franchise agreement shall supersede this Agreement in all respects, and the terms of which may differ from the terms of this Agreement by requiring, among other things, a different percentage Royalty Fee or Marketing Fund Contribution; provided, however, that Franchisee shall not be required to pay the then-current Franchise Fee;

4.2.8 Franchisee has complied with or agrees to comply with Franchisor's then-current qualifications for a new franchise and has agreed to comply with any training requirements; and

4.2.9 Franchisee has executed a general release, in a form the same as or similar to the General Release attached as Exhibit 1, of any and all claims against Franchisor, its Affiliate(s) and against their officers, directors, shareholders, managers, members, partners, owners, employees and agents (in their corporate and individual capacities), except to the extent prohibited by the laws of the state where the Franchised Restaurant is located.

5 APPROVED LOCATION

5.1 Selection of Site

If an Approved Location for the Franchised Restaurant has not been determined as of the Effective Date, Franchisee shall promptly select a site for the Franchised Restaurant and shall notify Franchisor of such selection. Franchisor shall evaluate the site and notify Franchisee of its approval or disapproval of the site within a reasonable time (usually thirty [30] days) of receiving notice of the site from Franchisee. If Franchisor approves of such selection, the site shall be designated as the Approved Location. If Franchisor does not approve of such selection, Franchisee shall select and notify Franchisor of new sites until Franchisor approves a site for the Franchised Restaurant. Franchisor shall provide Franchisee with general guidelines to assist Franchisee in selecting a site suitable for the Approved Location. Franchisor has the right to approve or disapprove a proposed location based on such factors as it deems appropriate, including the condition of the premises, demographics of the surrounding area, proximity to other Glass Nickel Pizza Restaurants, proximity to other Competitive Businesses, lease requirements, traffic patterns, visibility, vehicular and pedestrian access, available parking and overall suitability. Franchisee shall not locate the Franchised Restaurant on a selected site without the prior written approval of Franchisor. *Franchisor does not represent that it or any of its Affiliates, owners, employees or agents have special expertise in selecting sites. Neither Franchisor's assistance nor approval is intended to indicate or indicates that the Franchised Restaurant will be profitable or successful at the Approved Location. Franchisee is solely responsible for identifying the Approved Location.*

5.2 Failure to Select Site

Should Franchisee fail to select a site for the Franchised Restaurant, which meets with Franchisor's approval within ninety (90) days after the Effective Date, Franchisor has the right to terminate this Agreement. If this Agreement is terminated pursuant to this Section 5.2, Franchisor shall return to Franchisee fifty percent (50%) of the Franchise Fee paid by Franchisee upon Franchisor's receipt of a general release, the same as or similar to the General Release attached as Exhibit 1, releasing any and all claims against Franchisor, any Affiliate and their officers,

directors, shareholders, managers, members, partners, owners, employees and agents (in their corporate and individual capacities).

5.3 Lease of Approved Location

After the designation of the Approved Location, Franchisee shall execute a lease for, or a binding agreement to purchase, the Approved Location, the terms of which must have been previously approved by Franchisor. Franchisor shall not unreasonably withhold its approval. *Franchisor's review of a lease or purchase agreement, or any advice or recommendation offered by Franchisor, shall not constitute a representation or guarantee that Franchisee will succeed at the Approved Location nor constitute an expression of Franchisor's opinion regarding the terms of such lease or purchase agreement. Franchisee acknowledges and agrees that Franchisee shall solely rely on Franchisee's review and its attorney's review of any such lease.* Franchisor shall be entitled to require that nothing therein contained is contradictory to, or likely to interfere with, Franchisor's rights or Franchisee's duties under this Agreement. Franchisee shall take all actions necessary to maintain the lease, if any, of the Approved Location while this Agreement is in effect. Any default for which the lease may be terminated shall also be deemed a default hereunder and the time to cure the same shall expire when the lease is terminated. Franchisor has the right to require that the lease for the Approved Location be collaterally assigned by Franchisee to Franchisor, pursuant to the terms of its standard collateral assignment of lease form attached as Exhibit 4, to secure performance by Franchisee of its obligation under this Agreement. Franchisor's approval of a lease shall be conditioned upon inclusion of terms in the lease acceptable to Franchisor (including the terms of the Lease Rider attached as Exhibit 4) and, at Franchisor's option, the lease shall contain such provisions as Franchisor may reasonably require, including the following:

5.3.1 a provision reserving to Franchisor the right, at Franchisor's election, to receive an assignment of the leasehold interest without payment of any assignment fee or similar charge and without any increase in rent or other fees upon termination or expiration of the Franchise grant. The lessor agrees that, before the effective date of any assignment of the lease to Franchisor (or its designee), Franchisee shall be solely responsible for all obligations, debts and payments under the lease;

5.3.2 a provision expressly permitting the lessor of the premises to provide Franchisor all sales and other information lessor may have obtained or received relating to the operation of the Franchised Restaurant, as Franchisor may request;

5.3.3 a provision requiring the lessor to provide Franchisor with a copy of any written notice of deficiency sent by the lessor to Franchisee, and granting to Franchisor, in its sole discretion and sole option, the right (but not the obligation) to cure any deficiency under the lease should Franchisee fail to do so within fifteen (15) days after the expiration of the period in which Franchisee may cure the default;

5.3.4 a provision requiring the lessor to provide Franchisor (at the same time lessor provides to Franchisee) a copy of all lease amendments and assignments, and a copy of all letters and notices lessor sends to Franchisee relating to the lease or the leased premises;

5.3.5 a provision permitting Franchisor to enter the leased premises to make any modifications or alterations necessary in Franchisor's sole discretion to protect the System and the Marks without being guilty of trespass, or other tort or other crime;

5.3.6 a provision allowing Franchisee to display the Marks in accordance with the specifications required by the Manual, subject only to the provisions of applicable law;

5.3.7 a provision prohibiting the premises from being used for any purpose other than the operation of the Franchised Restaurant;

5.3.8 a provision stating that upon default of this Agreement, Franchisor or its nominee has the right to take possession of the premises and operate the Franchised Restaurant; and

5.3.9 a provision allowing Franchisor, upon expiration and non-renewal or termination of the lease or the Franchise Agreement, to enter the premises and remove any signs containing the Marks.

5.3.10 a provision stating that lessor shall not amend or otherwise modify the lease in any manner that would affect any of the foregoing provisions to be included in the lease set forth above without Franchisor's prior written consent.

5.4 Development of Approved Location

Franchisor shall make available to Franchisee, at no charge to Franchisee, specifications (but not construction drawings or blueprints) for the development of a Glass Nickel Pizza Restaurant, including specifications for exterior and interior design and layout, fixtures, equipment, décor and signs. Such specifications are subject to alteration as may be necessary in Franchisor's sole discretion. Franchisee shall cause the Approved Location to be developed, equipped and improved in accordance with such specifications within one hundred eighty (180) days for a carryout and delivery restaurant and two hundred forty (240) days for a dine-in restaurant after the Effective Date. In connection with the development of the Approved Location, Franchisee shall:

5.4.1 employ a competent licensed architect, general contractor or engineer to prepare, for Franchisor's approval, preliminary plans and specifications for improvement of the Approved Location adapted from the specifications furnished by Franchisor;

5.4.2 obtain all zoning classifications and clearances that may be required by state and local laws, ordinances or regulations, and submit to Franchisor, for Franchisor's approval, final plans for construction based upon the preliminary plans and specifications;

5.4.3 obtain all building, utility, sign, health, and business permits and licenses, and any other permits and licenses required for the build-out and operation of the Franchised Restaurant and certify in writing and provide evidence to Franchisor that all such permits and certifications have been obtained;

5.4.4 employ a qualified, licensed and insured general contractor, approved by Franchisor to complete construction of all required improvements to the Approved Location. Said general contractor shall provide evidence of general liability, casualty, workers' compensation and builders' risk insurance, and such policies shall name Franchisee and Franchisor as additional insured;

5.4.5 purchase any non-perishable supplies or inventory necessary for the operation of the Franchised Restaurant;

5.4.6 purchase and install all equipment, signs, furniture and fixtures, including any computer and point-of-sale equipment, required for the operation of the Franchised Restaurant; and

5.4.7 establish high-speed Internet access and obtain at least one (1) telephone number and one (1) facsimile number solely dedicated to the Franchised Restaurant.

5.5 Failure to Develop Approved Location

Should Franchisee fail to develop the Approved Location for the Franchised Restaurant within one hundred eighty (180) days for a carryout and delivery restaurant and two hundred forty (240) days for a dine-in restaurant after the Effective Date, Franchisor has the right to terminate this Agreement. If this Agreement is terminated pursuant to this Section 5.5, Franchisor shall return to Franchisee fifty percent (50%) of the Franchise Fee paid by Franchisee upon Franchisor's receipt of a general release, the same as or similar to the General Release attached as Exhibit 1, releasing any and all claims against Franchisor, any Affiliate and their officers, directors, shareholders, managers, members, partners, owners, employees and agents (in their corporate and individual capacities).

5.6 Opening

5.6.1 Before opening the Franchised Restaurant and commencing business, Franchisee must:

5.6.1.1 fulfill all of its obligations set forth in any other provision of this Section 5;

5.6.1.2 furnish Franchisor with copies of all insurance policies required by this Agreement, or by the lease, or such other evidence of insurance coverage and payment of premiums as Franchisor may request;

5.6.1.3 complete initial training to the satisfaction of Franchisor;

5.6.1.4 hire and train the personnel necessary or required for the operation of the Franchised Restaurant;

5.6.1.5 purchase any supplies or inventory necessary for the operation of the Franchised Restaurant not previously purchased pursuant to Section 5.4.5, such as perishable food and beverage items;

5.6.1.6 if Franchisee is a business entity, Franchisee has printed on the face of each of its stock certificates or other ownership interest certificates a statement in form satisfactory to Franchisor that such ownership interest is held subject to, and that further assignment or transfer thereof is subject to, all restrictions imposed upon transfers and assignments by this Agreement; and

5.6.1.7 pay in full all amounts due to Franchisor.

5.6.2 Franchisee shall comply with these conditions and be prepared to open and continuously operate the Franchised Restaurant, regardless of model (carry out and delivery or dine-in), within three hundred (300) days after the Effective Date. Time is of the essence.

5.7 Failure to Open

Should Franchisee fail to commence operations of the Approved Location for the Franchised Restaurant within three hundred (300) days after the Effective Date, Franchisor has the right to terminate this Agreement. If this Agreement is terminated pursuant to this Section 5.7, Franchisor shall retain the entire Franchise Fee paid by Franchisee. The Franchise Fee retained shall be specifically understood and agreed by the parties to be in consideration of the services provided, time expended, work performed, and other efforts of Franchisor up to the

date of Franchisee's failure to timely commence operations of the Franchised Restaurant and shall not be construed as nor considered to be a penalty.

5.8 Use of Approved Location

Franchisee shall not use the Approved Location for any purpose other than for the operation of a Glass Nickel Pizza Restaurant in full compliance with this Agreement and the Manual, unless approved in writing by Franchisor.

5.9 Relocation

Franchisee shall not relocate the Franchised Restaurant without the prior written consent of Franchisor, which may be withheld at Franchisor's sole discretion. If the lease for the Approved Location expires or is terminated without the fault of Franchisee or if the Franchised Restaurant's premises is destroyed, condemned or otherwise rendered unusable, or as otherwise may be agreed upon in writing by Franchisor and Franchisee, Franchisor may, in its reasonable discretion, allow Franchisee to relocate the Franchised Restaurant. Any such relocation shall be at Franchisee's sole expense, and shall proceed in accordance with the requirements set forth in Sections 5.1 through 5.8. Franchisor has the right to charge Franchisee for any costs incurred by Franchisor in providing assistance to Franchisee, including legal and accounting fees. Notwithstanding the foregoing, Franchisor has no obligation to provide relocation assistance. If Franchisor and Franchisee do not agree upon a substitute site within ninety (90) days after the lease expires or is terminated or the Approved Location is rendered unusable, this Agreement will terminate as provided in Section 16.2.1.1.

6 PROPRIETARY MARKS

6.1 Ownership

Franchisee's right to use the Marks is derived solely from this Agreement, is nonexclusive and is limited to the conduct of business by Franchisee pursuant to, and in compliance with, this Agreement and all applicable standards, specifications and operating procedures prescribed from time to time by Franchisor. Any unauthorized use of the Marks by Franchisee is a breach of this Agreement and an infringement of the rights of Franchisor in and to the Marks. Franchisee's use of the Marks, and any goodwill created thereby, shall inure to the benefit of Franchisor. Franchisee shall not at any time acquire an ownership interest in the Marks by virtue of any use it may make of the Marks. This Agreement does not confer any goodwill, title or interest in the Marks to Franchisee. Franchisee shall not, at any time during the term of this Agreement or after its termination or expiration, contest the validity or ownership of any of the Marks or assist any other person in contesting the validity or ownership of any of the Marks. Franchisor reserves all rights, and Franchisee has no rights, to reproduce and/or otherwise use the Marks, this Agreement, the Manual, or any Trade Secrets or Confidential Information (collectively, "Franchisor Materials") in any manner for purposes of training artificial intelligence technologies to generate text or images, including without limitation, technologies that are capable of generating works in the same style or genre as the Franchisor Materials, unless Franchisee obtains Franchisor's specific and express written permission to do so.

6.2 Limitations on Use

Franchisee shall not use any Mark or portion of any Mark as part of any business entity name. Franchisee shall not use any Mark in connection with the sale of any unauthorized product or service, in any manner that would infringe upon or harm the goodwill, uniformity standards, quality or business standing associated with the Marks, or in any other manner not expressly authorized in writing by Franchisor. Franchisee shall give such notices of

trademark and service mark registrations as Franchisor specifies and obtain such fictitious or assumed name registrations as may be required under applicable law to do business as a Franchised Restaurant. Franchisee shall not register or seek to register as a trademark or service mark, either with the United States Patent and Trademark Office or any state or foreign country, any of the Marks or a trademark or service mark that is confusingly similar to any Mark licensed to Franchisee. Franchisee shall include on its letterhead, forms, cards and other such identification, and shall display at the Approved Location, a prominent notice stating that the Franchised Restaurant is an "Independently Owned and Operated GLASS NICKEL PIZZA CO. Franchise." Any vehicle wraps used by Franchisee that incorporate the Marks or trade dress of Franchisor must be approved in advance by Franchisor.

6.3 Notification of Infringements and Claims

Franchisee shall immediately notify Franchisor in writing of any infringement of the Marks or challenge to its use of any of the Marks or claim by any person of any rights in any of the Marks. Franchisee shall not communicate with any person other than Franchisor and Franchisor's counsel in connection with any such infringement, challenge or claim; provided, however, Franchisee may communicate with Franchisee's counsel at Franchisee's expense. Franchisor shall have sole discretion to take such action as deemed appropriate and the right to exclusively control any litigation or other proceeding arising out of any infringement, challenge, or claim or otherwise relating to any of the Marks. Franchisee shall execute any and all instruments and documents, render such assistance, and do such acts and things as may, in the opinion of Franchisor's counsel, be necessary or advisable to protect and maintain Franchisor's interests in any such litigation or other proceeding or to otherwise protect and maintain Franchisor's interest in the Marks.

6.4 Indemnification for Use of Marks

Franchisor shall reimburse Franchisee for all expenses reasonably incurred by Franchisee in any trademark or similar proceeding disputing Franchisee's authorized use of any Mark, provided that Franchisee has used such Mark solely as permitted by this Agreement, has complied with the provisions of Section 6.3 and has complied with this Agreement and Franchisor's directions in responding to such proceeding. At Franchisor's option, Franchisor or its designee may defend and control the defense of any proceeding arising directly from Franchisee's use of any Mark. This indemnification shall not include the expense to Franchisee of removing signage or discontinuance of the use of the Marks nor shall it include any other expenses incurred by Franchisee upon and after Franchisor's defense or assumption of defense (if applicable) of any such proceeding. This indemnification shall not apply to litigation between Franchisor and Franchisee wherein Franchisee's use of the Marks is disputed or challenged by Franchisor. This indemnification shall not apply to any separate legal fees or costs incurred by Franchisee in seeking independent counsel separate from the counsel representing Franchisor and Franchisee in the event of litigation disputing Franchisor and Franchisee's use of the Marks.

6.5 Discontinuance of Use

If it becomes necessary, in Franchisor's sole discretion, for Franchisee to modify or discontinue use of any of the Marks, and/or use one (1) or more additional or substitute trade names, trademarks, service marks or other commercial symbols, Franchisee shall comply with Franchisor's directions within ten (10) business days after notice to Franchisee by Franchisor and subject to the limitations in Section 10.2. Franchisor shall not be required to reimburse Franchisee for its expenses in modifying or discontinuing the use of a Mark or any loss of goodwill associated with any modified or discontinued Mark or for any expenditures made by Franchisee to promote a modified or substitute Mark.

6.6 Right to Inspect

To preserve the validity and integrity of the Marks and any copyrighted materials licensed hereunder, and to ensure that Franchisee is properly employing the Marks in the operation of the Franchised Restaurant, Franchisor and its designees have the right to enter and inspect the Franchised Restaurant and the Approved Location at all reasonable times and, additionally, have the right to observe the manner in which Franchisee renders services and conducts activities and operations, and to inspect inventory, facilities, equipment, accessories, products, supplies, reports, forms and documents and related data to ensure that Franchisee is operating the Franchised Restaurant in accordance with the quality control provisions and performance standards established by Franchisor. Franchisor and its agents shall have the right, at any reasonable time, to remove sufficient quantities of products, supplies or other inventory items offered for retail sale, used in the preparation of products offered for retail sale or used in rendering services, to test whether such products or items meet Franchisor's then-current standards. Franchisor or its designee has the right to observe Franchisee and its employees during the operation of the Franchised Restaurant and to interview customers and employees and to photograph and videotape the premises.

6.7 Franchisor's Sole Right to Domain Name

Franchisee shall not establish, create or operate an Internet site or website using a domain name or uniform resource locator containing the Marks or the words "GLASS NICKEL PIZZA CO.", gnpizza.com or any variation thereof. Franchisor has the exclusive right to advertise on the Internet and create websites using or containing the "GLASS NICKEL PIZZA CO." name, gnpizza.com and any other Mark. Franchisor is the sole owner of all right, title and interest in and to such domain names as Franchisor shall designate in the Manual.

7 TRADE SECRETS AND OTHER CONFIDENTIAL INFORMATION

7.1 Confidentiality of Trade Secrets and Other Confidential Information

Franchisee acknowledges that Franchisor shall disclose Trade Secrets and other Confidential Information to Franchisee during the training program, through the Manual, and as a result of guidance furnished to Franchisee during the term of this Agreement. Franchisee shall not acquire any interest in the Trade Secrets or other Confidential Information, other than the right to use it in the development and operation of the Franchised Restaurant and in performing its duties during the term of this Agreement. Franchisee acknowledges that the use or duplication of the Trade Secrets or other Confidential Information in any other business venture would constitute an unfair method of competition. Franchisee acknowledges that the Trade Secrets and other Confidential Information are proprietary and are disclosed to Franchisee solely on the condition that Franchisee (and all holders of a legal or beneficial interest in Franchisee and all officers, directors, executives, managers and members of the professional staff of Franchisee): (a) shall not use the Trade Secrets or other Confidential Information in any other business or capacity; (b) shall maintain the absolute confidentiality of the Trade Secrets and other Confidential Information during and after the term of this Agreement; (c) shall not make any unauthorized copies of any portion of the Trade Secrets or other Confidential Information disclosed in written or other tangible form; and (d) shall adopt and implement all reasonable procedures prescribed from time to time by Franchisor to prevent unauthorized use or disclosure of the Trade Secrets and other Confidential Information. Franchisee shall enforce this Section as to its employees, agents and representatives and shall be liable to Franchisor for any unauthorized disclosure or use of Trade Secrets or other Confidential Information by any of them. Franchisee shall not disclose or enter Trade Secrets or Confidential Information on any third-party website, software program or artificial intelligence program (including but not limited to generative AI), except as expressly authorized by Franchisor. Access codes, user IDs, logins, identification codes and passwords used to access Franchisor materials on Google Drive, Franchisor's websites or other online resources of Franchisor shall be considered Confidential Information subject to this Agreement. Franchisee shall cause its employees and agents to

utilize proper security measures to avoid inadvertent disclosure or access to the computer systems, websites and drives of Franchisor and Franchisee. Franchisee acknowledges that e-mail accounts on gnpizza.com may be monitored and accessed by Franchisor's e-mail managed detection and response services for the purpose of monitoring, detecting and neutralizing e-mail based cyberattacks, phishing and account takeovers.

7.2 Additional Developments

All ideas, concepts, techniques or materials concerning the System or developed, in whole or in part, using Trade Secrets or other Confidential Information, whether or not protectable intellectual property and whether created by or for Franchisee or its owners or employees, shall be promptly disclosed to Franchisor and shall be deemed the sole and exclusive property of Franchisor and works made-for-hire for Franchisor, and no compensation shall be due to Franchisee or its owners or employees therefore and Franchisee hereby assigns and agrees to assign to Franchisor all right, title and interest in any intellectual property so developed. At Franchisor's discretion, such items may be incorporated into the System. To the extent any item does not qualify as a "work made-for-hire" for Franchisor, Franchisee shall assign, and by this Agreement, does assign, ownership of that item, and all related rights to that item, to Franchisor and shall sign any assignment or other document as Franchisor requests to assist Franchisor in obtaining or preserving intellectual property rights in the item. Franchisor shall disclose to Franchisee concepts and developments of other franchisees that are made part of the System. As Franchisor may reasonably request, Franchisee shall take all actions to assist Franchisor's efforts to obtain or maintain intellectual property rights in any item or process related to the System, whether developed by Franchisee or not.

7.3 Exclusive Relationship

Franchisee acknowledges that Franchisor would be unable to protect the Trade Secrets and other Confidential Information against unauthorized use or disclosure and would be unable to encourage a free exchange of ideas and information among GLASS NICKEL PIZZA CO. franchisees if owners of Glass Nickel Pizza Restaurants were permitted to hold an interest in or perform services for any Competitive Business. Therefore, during the term of this Agreement, neither Franchisee nor any holder of a legal or beneficial interest in Franchisee, nor any officer, director, executive, manager or member of the professional staff of Franchisee, either directly or indirectly, for themselves, or through, on behalf of or in conjunction with any person, partnership, corporation, limited liability company or other business entity, shall:

7.3.1 Divert or attempt to divert any business or customer of the Franchised Restaurant to any Competitive Business, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Marks or the System; or

7.3.2 Own an interest in, manage, operate, or perform services for any Competitive Business wherever located.

7.4 Nondisclosure and Non-Competition Agreements with Certain Individuals

Any holder of a legal or beneficial interest in Franchisee must execute and deliver to Franchisor a standard form nondisclosure and non-competition agreement, in a form the same or similar to the Nondisclosure and Non-Competition Agreement attached as Exhibit 2(a), upon execution of this Agreement (or at the time that any legal or beneficial interest in Franchisee is subsequently acquired). Franchisee also agrees to obtain an executed standard form nondisclosure agreement from any other individual who will receive access to Trade Secrets under this Agreement (including officers, directors, executives and managers of Franchisee), in a form the same or similar to the Nondisclosure Agreement attached as Exhibit 2(b), prior to providing access to any Trade Secret to such

individual. Upon Franchisor's request, Franchisee shall provide Franchisor with copies of all nondisclosure and non-competition agreements that it obtains, and such agreements will remain on file at the offices of Franchisee and are subject to audit or review as otherwise set forth herein. Franchisor shall be a third-party beneficiary with the right to enforce covenants contained in any nondisclosure agreements obtained by Franchisee.

7.5 Reasonableness of Restrictions

Franchisee acknowledges that the restrictive covenants contained in this Section are essential elements of this Agreement and that without their inclusion, Franchisor would not have entered into this Agreement. Franchisee acknowledges that each of the terms set forth herein, including the restrictive covenants, is fair and reasonable and is reasonably required for the protection of Franchisor, the System and the Marks.

8 TRAINING AND ASSISTANCE

8.1 Initial Training

Franchisor shall make an initial training program available to the Designated Manager and up to two (2) assistants. Prior to the opening of the Franchised Restaurant, the Designated Manager must attend and successfully complete, to Franchisor's satisfaction, an initial training program pertaining to operation of the Franchised Restaurant including, but not limited to, maintenance of quality standards; product sourcing; customer service techniques; sales and marketing methods; financial controls; record keeping and reporting procedures, and other operational issues. Franchisor shall conduct the initial training program at its headquarters or at another designated location. Franchisor shall not charge tuition or similar fees for initial training; however, all expenses incurred by Franchisee in attending such program including, but not limited to, travel costs, room and board expenses and employees' salaries, shall be the sole responsibility of Franchisee. Franchisee shall be responsible for training its management and other employees.

8.2 Opening Assistance

In conjunction with the beginning of operation of the Franchised Restaurant, Franchisor shall make available to Franchisee, at Franchisor's expense, one (1) of Franchisor's representatives, experienced in the System, for the purpose of providing general guidance in connection with the opening of the Franchised Restaurant for a maxmum of 14 days. If Franchisee requests or Franchisor determines additional assistance is required with respect to the opening or continued operation of the Franchised Restaurant, and should Franchisor deem it necessary and appropriate to comply with such request, Franchisee shall pay Franchisor's then-current standard rates, plus expenses, for such additional assistance.

8.3 Failure to Complete Initial Training Program

If Franchisor determines, in its sole discretion, that the Designated Manager is unable to satisfactorily complete the training program described above, Franchisor has the right to terminate this Agreement. If this Agreement is terminated pursuant to this Section 8.3, Franchisor shall return to Franchisee fifty percent (50%) of the Franchise Fee paid by Franchisee upon Franchisor's receipt of a general release the same as or similar to the General Release attached as Exhibit 1 releasing any and all claims against Franchisor, any Affiliate and their officers, directors, shareholders, managers, members, partners, owners, employees and agents (in their corporate and individual capacities).

8.4 New Designated Manager

After beginning operations, should Franchisee name a new Designated Manager, Franchisee must notify Franchisor of the identity of the new Designated Manager and the new Designated Manager must complete the initial training program to Franchisor's satisfaction within sixty (60) days of being named. The new Designated Manager may attend the initial training program without charge, provided that Franchisor has the right to require Franchisee to pay the costs of training if Franchisor determines that manager changes are excessive or caused by poor hiring practices. Franchisee shall be responsible for all travel costs, room and board and employees' salaries incurred in connection with the Designated Manager's attendance at such training. The appointment of a Designated Manager is subject to the terms and conditions of Section 8.1 above.

8.5 Ongoing Training

From time to time Franchisor may provide, and if it does, has the right to require that the Designated Manager attend, ongoing training programs or seminars during the term of this Agreement. Franchisor shall not charge a fee for any mandatory ongoing training. Franchisor shall not require the Designated Manager to attend more than two (2) sessions in any calendar year and collectively not more than four (4) days in any calendar year. Franchisee shall be responsible for all travel costs, room and board and employees' salaries incurred in connection with the Designated Manager's attendance at such training.

9 MANUAL

9.1 Loan by Franchisor

While this Agreement is in effect, Franchisor shall loan to Franchisee one (1) copy of the Manual. Franchisee shall conduct the Franchised Restaurant in strict accordance with the provisions set forth in the Manual. The Manual may consist of one (1) or more separate manuals and other materials as designated by Franchisor and may be in written or electronic form. The Manual shall, at all times, remain the sole property of Franchisor and shall promptly be returned upon expiration or termination of this Agreement.

9.2 Revisions

Franchisor has the right to add to or otherwise modify the Manual from time to time to reflect changes in the specifications, standards, operating procedures and rules prescribed by Franchisor; provided, however, that no such addition or modification shall materially alter Franchisee's fundamental rights under this Agreement. Franchisor may make such additions or modifications without prior notice to Franchisee. Franchisee shall immediately, upon notice, adopt any such changes and shall ensure that its copy of the Manual is up-to-date at all times. If a dispute as to the contents of the Manual arises, the terms of the master copy of the Manual maintained by Franchisor at Franchisor's headquarters shall be controlling.

9.3 Confidentiality

The Manual contains Trade Secrets and other Confidential Information of Franchisor and its contents shall be kept confidential by Franchisee both during the term of the Franchise and subsequent to the expiration and non-renewal or termination of this Agreement. Franchisee shall at all times ensure that its copy of the Manual is available at the Approved Location in a current and up-to-date manner. If in paper form or stored on computer-readable media, Franchisee shall maintain the Manual in a secure manner at the Approved Location or if

in electronic form, Franchisee shall maintain the Manual in a password-protected file. Franchisee shall only grant authorized personnel, as defined in the Manual, access to the Manual or any key, combination or passwords needed for access to the Manual. Franchisee shall not disclose, duplicate or otherwise use any portion of the Manual in an unauthorized manner.

10 FRANCHISE SYSTEM

10.1 Uniformity

Franchisee shall strictly comply, and shall cause the Franchised Restaurant to strictly comply, with all requirements, specifications, standards, operating procedures and rules set forth in this Agreement, the Manual or other communications supplied to Franchisee by Franchisor.

10.2 Modification of the System

Franchisor has the right to change or modify the System from time to time including, without limitation, the adoption and use of new or modified Marks or copyrighted materials, and new or additional computer hardware, software, equipment, inventory, supplies or sales and marketing techniques. Franchisee shall accept and use any such changes in, or additions to, the System. Franchisee shall make such expenditures as such changes, additions or modifications in the System may reasonably require. Franchisee shall also periodically make reasonable capital expenditures to remodel, modernize and redecorate the Franchised Restaurant (including but not limited to replacing furniture, fixtures, signs, supplies and equipment) so that the Franchised Restaurant meets the then-current physical appearance of new Glass Nickel Pizza Restaurants (or those renovated to meet updated System standards). Franchisee shall undertake such remodeling, renovation or redecoration ("Update Requirements") within 120 days of receiving written notice of Update Requirements from Franchisor. Franchisor may require Franchisee to undertake such remodeling, renovation or redecoration ("Update Requirements") only once every five (5) years during the term of this Agreement, although it may require that the Update Requirements be satisfied as a condition to a renewal of the franchise upon the expiration of the term of this Agreement, or the transfer of the franchise Such remodeling, renovation and redecoration must be done pursuant to Franchisor's specifications and with Franchisor's written approval. Any required expenditure for changes or upgrades to the System shall be in addition to expenditures for repairs and maintenance as required in Section 13.2.

10.3 Variance

Franchisor has the right, at its sole discretion and as it may deem in the best interests of all concerned in any specific instance, to vary standards or specifications for any franchisee based upon that particular franchisee's qualifications, the peculiarities of the particular site or circumstances, the demographics of the trade area, business potential, existing business practices or any other condition that Franchisor deems to be of importance to the successful operation of any particular Glass Nickel Pizza Restaurant. Franchisor shall not be required to disclose or grant to Franchisee a like or similar variance hereunder.

11 ADVERTISING AND PROMOTIONAL ACTIVITIES

11.1 Grand Opening Advertising

Prior to and/or during a period of approximately three (3) months following the initial opening of the Franchised Restaurant, Franchisee shall spend an amount specified by Franchisor on local advertisement and promotion of the initial opening ("Grand Opening Advertising"). Franchisor shall determine and specify an

appropriate minimum amount which Franchisee shall be required to expend on Grand Opening Advertising based upon Franchisor's general assessment of the area surrounding the Franchised Restaurant and taking into account other potentially relevant factors, such as prevailing costs of advertising in the area, the time of year of opening and other similar factors, but which amount shall not exceed TEN THOUSAND DOLLARS ($10,000). Further, Franchisor shall specify the time at which Franchisee shall conduct Grand Opening Advertising. Prior to their use, all materials to be used in Grand Opening Advertising must be approved by Franchisor through the process set forth in Section 11.2.2. Grand Opening Advertising expenditures shall be in addition to any Local Advertising and Marketing Fund Contributions.

11.2 Local Advertising

11.2.1 Franchisee shall continuously promote the Franchised Restaurant. Every month, Franchisee shall spend a percentage specified by Franchisor of the previous month's Gross Sales on advertising, promotions and public relations within the immediate locality surrounding the Franchised Restaurant ("Local Advertising"). The required percentage of monthly Gross Sales which Franchisee must designate for Local Advertising shall be set by Franchisor, (currently, at least two percent [2%]) and may be adjusted from time to time but shall not exceed three percent (3%) of monthly Gross Sales during the initial term of this Agreement. Such expenditures shall be made directly by Franchisee, subject to the approval and direction of Franchisor. Franchisor shall provide general guidelines to Franchisee for conducting Local Advertising. Within thirty (30) days after the end of each month, Franchisee shall furnish to Franchisor an accurate accounting of the expenditures on Local Advertising for the preceding month.

11.2.2 All advertising and promotional materials (including but not limited to ad copy, coupons, flyers, scripts and direct mail) used by Franchisee shall follow Franchisor's branding guidelines. Franchisor shall provide Franchisee with branding guidelines, which are subject to Franchisor amendment at any time. If Franchisee or its advertising vendor is uncertain as to whether proposed advertising or promotional materials comply with Franchisor's guidelines, Franchisee shall submit the proposed advertising or promotional materials to Franchisor for Franchisor's prior approval. Franchisor shall use reasonable efforts to provide notice of approval or disapproval within twenty (20) days from the date all requested material is received by Franchisor. If Franchisor does not approve submitted materials by the end of such twenty (20) day period, such materials shall be deemed to have not received the required approval. Franchisee shall not use any marketing or promotional material prior to approval by Franchisor. The submission of advertising materials to Franchisor for approval shall not affect Franchisee's right to determine the prices at which Franchisee sells products or provides services. Franchisee will provide Franchisor with copies of all advertising and promotional materials used by Franchisee every six (6) months.

11.2.3 Franchisee shall follow guidelines established by Franchisor for its franchisees' use of social media, which guidelines may be amended from time to time. Franchisee may have a local Facebook page and Instagram page, but must share ownership rights/access with Franchisor and follow Franchisor's branding guidelines. Franchisee's use of other social media sites (including but not limited to Twitter, Pinterest, and Youtube) shall similarly be subject to Franchisor's social media guidelines and branding guidelines as amended from time to time. . Franchisee shall ensure that any use of social media referencing or using the Marks or the System does not include, promote, or advance any partisan poltical statements, positions, or endorsements. Franchisee shall not engage in any social media activity that could be interpreted as associating the Franchisor, the Marks, or the System with any political party, candidate, or issue. Franchisor may revoke its permission for Franchisee to use social media while incorporating the Marks at any time.

11.3 Marketing Fund

Franchisor has established and administers a System-wide marketing, advertising and promotion fund ("Marketing Fund"). Franchisee shall be required to contribute weekly to the Marketing Fund in an amount specified by Franchisor and which Franchisor may adjust from time to time ("Marketing Fund Contributions"). Marketing Fund Contributions shall be made at the time and in the manner provided for Royalty Fees in Section 3.2. Franchisor shall notify Franchisee at least thirty (30) days before changing Marketing Fund Contribution requirements but shall not exceed 2% of Gross Sales for the term of the agreement. The Marketing Fund shall be maintained and administered by Franchisor or its designee as follows:

11.3.1 Franchisor shall oversee all marketing programs, with sole discretion over the creative concepts, materials and media used in such programs, and the placement and allocation thereof. Franchisor does not warrant that any particular franchisee will benefit directly or *pro rata* from expenditures by the Marketing Fund. Existing franchisees of Franchisor may have franchise agreements that limit their obligations to make Marketing Fund Contributions to a lower percentage than what may be assessed to Franchisee under this Agreement. The program(s) may be local, regional or System-wide. Franchisor does not warrant the success or effectiveness of any particular marketing program.

11.3.2 Franchisee's Marketing Fund Contributions may be used to meet the costs of producing, maintaining, administering and directing consumer advertising (including, without limitation, the cost of preparing and conducting direct mail, television, radio, Internet, magazine and newspaper advertising campaigns and other public relations activities; developing and/or hosting an Internet web page or site and similar activities; employing advertising agencies or Franchisor's in-house personnel to assist therein; and providing promotional brochures, direct mail advertising pieces and other marketing materials to franchisees). Franchisor may provide advertising and marketing services internally and may be reimbursed from Franchisee's Marketing Fund Contributions for Franchisor's properly allocated costs in providing any such in-house marketing services. All Marketing Fund Contributions of franchisees shall be maintained in a separate account from the monies of Franchisor and shall not be used to defray any of Franchisor's general operating expenses, except for such reasonable costs and expenses, if any, that Franchisor may incur in activities reasonably related to the administration of the Marketing Fund.

11.3.3 Franchisee must participate in advertising campaign, promotions and events developed by Franchisor using Marketing Fund Contributions ("Promotions"), unless Franchisee's Designated Manager notifies Franchisor of its intent to opt out of a Promotion within a reasonable time prior to the beginning of the Promotion and with good cause for doing so. Franchisee must ensure that as to any applicable Promotion, any marketing materials involved are in place, point-of-sale system updates are made, and staff are informed and prepared to implement the Promotion. Franchisee acknowledges that failure to carry out Promotions results in lost marketing efforts, poor customer service, and potentially degrades the quality of the System and Marks.

11.3.4 Although Franchisor intends the Marketing Fund, to be of perpetual duration, Franchisor has the right to terminate the Marketing Fund at any time. The Marketing Fund shall not be terminated, however, until all Marketing Fund Contributions have been expended for advertising and promotional purposes or returned to Franchisee and other franchisees on a *pro rata* basis, based upon their contributions thereto during the preceding twelve (12) months.

11.3.5 Each Glass Nickel Pizza Restaurant operated by Franchisor, or any Affiliate of Franchisor, shall make Marketing Fund Contributions at the same rate as other GLASS NICKEL PIZZA CO. franchisees.

11.3.6 An accounting of the operation of the Marketing Fund shall be prepared annually and shall be available to Franchisee upon request. Franchisor retains the right to have the Marketing Fund reviewed or audited and reported on, at the expense of the Marketing Fund, by an independent certified public accountant selected by Franchisor.

11.3.7 Franchisee acknowledges that the Marketing Fund is not a trust and Franchisor assumes no fiduciary duty in administering the Marketing Fund.

11.4 Cooperative Advertising

Franchisor has the right, but not the obligation, to create a Cooperative Advertising program for the benefit of Glass Nickel Pizza Restaurants located within a particular region, including but not limited to implementing a customer "loyalty" program designed to encourage repeat business and reward brand. Franchisor has the right to reallocate all or a portion of the Local Advertising to payments or contributions to Franchisor for the funding of a Cooperative Advertising program. Franchisor has the right to determine the composition of all geographic territories and market areas for the implementation of each Cooperative Advertising program, and to require that Franchisee participate in such Cooperative Advertising programs when established within Franchisee's region. If a Cooperative Advertising program is implemented in a particular region, Franchisor has the right to establish an advertising council to self-administer the Cooperative Advertising program. Franchisee shall participate in the council according to the council's rules and procedures and Franchisee shall abide by the council's decisions, provided, however, that Franchisee shall not be required to expend sums on advertising in excess of the requirements under this Agreement. Should Franchisor establish a Cooperative Advertising program or programs with or without an advertising council, Franchisor has the right, but not the obligation, to change, dissolve or merge such program(s) and/or council(s) at any time.

11.5 Internet Advertising

Franchisee may not establish a presence on, or market using, the Internet in connection with the Franchised Restaurant without Franchisor's prior written consent. Franchisor has established and maintains an Internet website at the uniform resource locator www.glassnickelpizza.com that provides information about the System and the services that Franchisor and its franchisees provide. Franchisor shall include at the GLASS NICKEL PIZZA CO. website an interior page containing information about the Franchised Restaurant. Franchisor may require Franchisee to reimburse Franchisor for Franchisee's share of expenses for maintaining a webpage for Franchisee on the System's website hosted by Franchisor, All such information shall be subject to Franchisor's approval prior to posting. Franchisor retains the sole right to market on the Internet, including the use of websites, domain names, uniform resource locator's, keywords, linking, search engines (and search engine optimization techniques), banner ads, meta-tags, marketing, auction sites, e-commerce and co-branding arrangements. Franchisee may be requested to provide content for Franchisor's Internet marketing and shall be required to follow Franchisor's intranet and Internet usage rules, policies and requirements. Franchisor retains the sole right to use the Marks on the Internet, including on websites, as domain names, directory addresses, keywords, search terms and meta-tags, and in connection with linking, marketing, co-branding and other arrangements. Franchisor retains the sole right to approve any linking to, or other use of, the GLASS NICKEL PIZZA CO. website.

11.6 Location Listing Advertising

Franchisee must maintain listings and advertise the telephone number, website/online ordering and physical address for the Franchised Restaurant in multiple online locations as deemed necessary by Franchisor. Franchisor will maintain ownership of listing and share access to Franchisee for management. Franchisee must maintain accuracy in listing as it pertains to phone number, hours, payment types, holiday hours, address, offerings, and other such details. Franchisee must update the information as needed as well as respond to online reviews in a courteous, professional manner withing 24-48 hours. Franchisee is required to participate in Franchisor's Search Engine Marketing (SEM) program. . Franchisor may require Franchisee to reimburse Franchisor for Franchisee's share of expenses incurred for the System's Yext account (or similar means of managing on-line listings for Franchised Restaurants) and Franchisee's SEM click budget specific to the Franchised Restaurant. The SEM expenses and Yext reimbursements paid by Franchisee to Franchisor will count toward local advertising obligations under Section 11.2.

11.7 Gift Cards and Customer Loyalty Programs.

Franchisor may require Franchisee to participate in its gift card programs by executing the Participation Agreement attached as Exhibit 5, and to participate in its customer loyalty program. If Franchisor adopts an updated gift card program that uses a third-party vendor to handle card issuances and reconciliations (which may include Franchisor selling gift cards online and issuing digital gift cards or physical gift cards), Franchisee agrees to continue its participation in the gift card program and execute a revised Participation Agreement to address those modifications. Gift cards and customer loyalty points may be redeemed at any Glass Nickel Pizza Restaurant location. The Microworks POS system (or a replacement system) will be used to track the sale of gift cards, the award of customer loyalty points, and the redemption of gift cards and customer loyalty points. When a franchisee issues a gift card (regardless of whether the gift card issuance is for full price, discounted, or donated to the user), the franchisee who redeems the gift card is treated as having sold the products and is entitled to reimbursement from the franchisee who issued the gift card for the amount redeemed; provided, that if a gift card is issued by Franchisor, Franchisor will make any reimbursement payment due. Franchisee retains the proceeds of the sale of any gift cards by Franchisee, subject to the obligation to reimburse other franchisees who may redeem such gift cards. Franchisor currently uses reports pulled from Microworks POS to reconcile which franchisees need to reimburse other franchisees for net redemptions of gift cards among franchisees. If Franchisor retains a third-party vendor to handle card issuances and reconciliations, that vendor may handle those reconciliations. Franchisor reserves the right to assess franchisees for the cost of providing its reconciliation reports and facilitating reimbursements among franchisees under these programs via reimbursement from the Marketing Fund. Customer loyalty point awards and redemptions are not currently reconciled among franchisees, so it is possible that any franchisee (including Franchisee) may redeem loyalty point awards earned at other locations and not be reimbursed for such redemptions.

12 ACCOUNTING RECORDS AND REPORTING OBLIGATIONS

12.1 Records

During the term of this Agreement, Franchisee shall maintain full, complete and accurate books, records and accounts in accordance with the standard accounting system prescribed by Franchisor in the Manual or otherwise in writing. Franchisee shall retain during the term of this Agreement, and for three (3) years thereafter (or such longer time as may be required by law), all books and records related to the Franchised Restaurant including, without limitation, purchase orders, invoices, payroll records, sales tax records, state and federal tax returns, bank statements, cancelled checks, deposit receipts, cash receipts and disbursement journals, general ledgers, and any other financial records designated by Franchisor or required by law.

12.2 Gross Sales Reports

Franchisee shall maintain an accurate record of Gross Sales and shall deliver to Franchisor a verified statement of Gross Sales ("Gross Sales Report") via Microsoft POS Auto Report for the week ending each Saturday, or as may be provided by Franchisor in the Manual. The Gross Sales Report for the preceding week must be provided to Franchisor by 8:00 p.m. c.s.t. (or c.d.t.) on Sunday of each week.

12.3 Financial Statements

Franchisee shall supply to Franchisor on or before the fifteenth (15th) day after the end of each calendar quarter, in a form approved by Franchisor, a balance sheet as of the end of the preceding month and an income statement for the preceding month and the fiscal year-to-date. Franchisee shall, at its expense, submit to Franchisor within ninety (90) days after the end of each fiscal year, an income statement for the fiscal year just ended and a balance sheet as of the last day of the fiscal year. These financial statements shall be submitted electronically to Franchisor in digital format. Such financial statements shall be prepared in accordance with Generally Accepted Accounting Principles ("GAAP") applied on a consistent basis. If required by Franchisor, such financial statements shall be reviewed or audited by a certified public accountant. Franchisee shall submit to Franchisor such other periodic reports in the manner and at the time specified in the Manual or otherwise in writing, and submitted electronically to Franchisor.

12.4 Other Reports

Franchisee shall submit to Franchisor copies of all state sales tax returns that are required to be filed with the appropriate governmental agency and such other records as Franchisor may reasonably request from time to time or as specified in the Manual. Franchisor shall have the right to release financial and operational information relating to the Franchised Restaurant to Franchisor's lenders or prospective lenders. Franchisee shall certify as true and correct all reports to be submitted pursuant to this Agreement.

12.5 Computer/Point-of-Sale System

Franchisor requires Franchisee to purchase, install and use computer and point-of-sale ("POS") systems consisting of hardware and software in accordance with Franchisor's then-current specifications, including but not limited to periodic upgrades of its POS system to address changes in technology, marketing conditions and competitive circumstances. If Franchisor upgrades to a cloud-based POS system, moves to a new POS system, or otherwise makes significant modifications to its POS system standards during the term of this Agreement, Franchisee must purchase or lease and implement the new POS system no later than six (6) months after Franchisor provides notice of its updated POS system specifications (or upon a renewal of this Agreement, if such renewal occurs earlier, or upon transfer of this franchise), and complete a transition to the updated POS system within two (2) weeks of its implementation by Franchisor; provided, these notice periods may be shortened by Franchisor if reasonably required to satisfy cybersecurity needs of the System. Franchisor shall have full access to all of Franchisee's computer and point-of-sale data and systems and all related information by means of direct access, either in person or by telephone, modem or Internet to permit Franchisor to verify Franchisee's compliance with its obligations under this Agreement. Franchisee is required to have a VoIP, digital or similar functioning phone system with auto-attendant and message on hold capability, secure network cabinet with key/lock, PoE switch and routers, cabling for POS and VoIP, security cameras, , install a firewall and security measures, and ensure secure communications for online ordering or other external communicaitons through a qualified IT professional. Franchisee shall retain a qualified information technology consultant to install its computer and point-of-sale data and systems and that any and all security measures mandated under this Agreement and the Manual are followed and implemented by Franchisee. Franchisee must comply with the Payment Card Industry Date Security Standard ("PCI DSS"), validate compliance annually or as otherwise required by merchant processor, subject Franchisee's POS system to quarterly vulnerability scans and put

in place network security measures required by PCI DSS. At Franchisor's election, Franchisee must purchase PCI DSS validation, vulnerability scanning services, and network security measures from suppliers identified by Franchisor. Franchisee shall cause its employees to observe all provisions of the Manual pertaining to use of technology and maintenance of network security to protect Trade Secrets and Confidential Information, Franchisee is solely responsible for protecting its POS system against attacks by hackers and other unauthorized intruders, internet access or content failures, or other disruptions and waives any claims against Franchisor arising as a direct or indirect result of such disruptions, attacks or failures. Franchisee agrees to immediately notify Franchisor if Franchisee experiences any actual or potential breach of its network, confidential information provided by Franchisor or customer data.

12.6 Right to Inspect

12.6.1 Franchisor or its designee has the right, during normal business hours, to examine copy and audit the books, records and tax returns of Franchisee, as well as compliance with requirements to maintain network security and technology. If the audit or any other inspection should reveal that any payments to Franchisor have been underpaid, then Franchisee shall immediately pay to Franchisor the amount of the underpayment plus interest from the date such amount was due until paid at the rate of eighteen percent (18%) per annum (or the highest rate allowed by law of the state where Franchisee is located, whichever is lower). If an audit or any other inspection should reveal that Franchisee has not spent at least two percent (2%) of its monthly Gross Sales on Local Advertising or if the inspection discloses an underpayment of three percent (3%) or more of the amount due for any period covered by such audit, Franchisee shall, in addition, reimburse Franchisor for any and all costs and expenses connected with the inspection (including, without limitation, travel expenses and reasonable accounting and attorneys' fees). The foregoing remedies shall be in addition to any other remedies Franchisor may have.

12.6.2 In addition to the above, following the Franchisee's fourth (4th) year of operation and prior to the renewal of the Franchise, Franchisor may require Franchisee (at Franchisee's expense) to have an independent audit performed and provide the results of such independent audit to the Franchisor within thirty (30) days of the completion of the independent audit.

12.7 Release of Records

On or before the fifteenth (15th) day after each quarter, Franchisee shall authorize and direct any third parties, including accounting professionals, to release to Franchisor all accounting and financial records arising from or relating to the operation of the Franchised Restaurant including, but not limited to, records evidencing Gross Sales, profits, losses, income, tax liabilities, tax payments, revenues, expenses, and any correspondence, notes, memoranda, audits, business records, or internal accounts within said third parties' possession, custody or control, and to continue to release such records to Franchisor on a quarterly basis for the length of the unexpired term of this Agreement. Franchisee shall execute all documents necessary to facilitate the release of records referenced herein to Franchisor. Any such accounting and financial records arising from or relating to the operation of the Franchised Restaurant shall accurately and fairly report Franchisee's actual Gross Sales, profits, losses, income, tax liabilities, tax payments, revenues, and expenses, and shall be prepared in accordance with Franchisor's designated accounting standards.

13 STANDARDS OF OPERATION

13.1 Authorized Products, Services and Suppliers

13.1.1 Franchisee acknowledges that the reputation and goodwill of the System is based in large part on uniformity among various Glass Nickel Pizza Restaurants, including with respect to the appearance and design of the Approved Location and the quality of products and services offered to customers. Accordingly, Franchisee shall provide or offer for sale or use at the Franchised Restaurant only those menu items, ingredients, food, beverages, packaging, supplies, signs, equipment and other items and services that Franchisor from time to time approves (and which are not thereafter disapproved) and that comply with Franchisor's specifications and quality standards. If required by Franchisor, any such items or services shall be purchased only from "Approved Suppliers" that Franchisor designates or approves (which might include, or be limited to, Franchisor or its Affiliates). Franchisee shall not offer for sale, sell or provide through the Franchised Restaurant or from the Approved Location any products or services that Franchisor has not approved.

13.1.2 Franchisor shall provide Franchisee, in the Manual or other written or electronic form, with a list of specifications and, if required, a list of Approved Suppliers for some or all of the supplies, signs, furniture, fixtures, inventory, equipment and other approved or specified items and services, and Franchisor may from time to time issue revisions to such list. If Franchisor or an Affiliate is an Approved Supplier of products or supplies, Franchisee shall execute a standard form purchase or supply agreement for the items to be supplied by Franchisor or its Affiliate. If Franchisee desires to utilize any services or products that Franchisor has not approved (for services and products that require supplier approval), Franchisee shall first send Franchisor sufficient information, specifications and/or samples for Franchisor to determine whether the service or product complies with its standards and specifications, or whether the supplier meets its Approved Supplier criteria. Franchisee shall bear all reasonable expenses incurred by Franchisor in connection with determining whether it shall approve an item, service or supplier. Franchisor shall decide within a reasonable time (usually thirty (30) days) after receiving the required information whether Franchisee may purchase or lease such items or services or from such supplier; however, the failure to notify Franchisee of such decision shall be deemed a decision not to approve such items, services or supplier. Approval of a supplier may be conditioned on the supplier's ability to provide sufficient quantity of product; quality of products or services at competitive prices; production and delivery capability; and dependability and general reputation. Nothing in this Section shall be construed to require Franchisor to approve any particular supplier, or to require Franchisor to make available to prospective suppliers, standards and specifications that Franchisor, in its discretion, deems confidential.

13.1.3 Notwithstanding anything contrary in this Agreement, Franchisor has the right to review from time to time its approval of any items or suppliers. Franchisor may revoke its approval of any item, service or supplier at any time, and in its sole discretion, by notifying Franchisee and/or the supplier. Franchisee shall, at its own expense, promptly cease using, selling or providing any items or services disapproved by Franchisor and shall promptly cease purchasing from suppliers disapproved by Franchisor. Franchisee agrees and acknowledges that it may not contract with third-party delivery services and internet sales providers (such as DoorDash or Eatstreet) without the prior written consent of Franchisor, which consent may be withheld or conditioned in Franchisor's sole discretion.

13.1.4 Franchisor has the right to designate certain products and services, not otherwise authorized for general use as part of the System, to be offered locally or regionally based upon such factors as Franchisor determines including, but not limited to, franchisee qualifications, test marketing and regional or local differences. Franchisor has the right, in its sole discretion from time to time, to give its consent to one (1) or more franchisees to provide certain products or services not authorized

for general use as part of the System. Such consent shall be based upon the factors set forth in Section 10.3 and shall not create any rights in Franchisee to provide the same products or services.

13.1.5 Franchisor has the right to retain volume rebates, markups and other benefits from suppliers or in connection with the furnishing of suppliers. Franchisee shall have no entitlement to or interest in any such benefits.

13.2 Appearance and Condition of the Franchised Restaurant

Franchisee shall maintain the Franchised Restaurant and the Approved Location in "like new" condition, and shall repair or replace equipment, vehicles, fixtures, supplies, inventory and signage as necessary to comply with the health and safety standards and specifications of Franchisor and Franchisee's lessor and any applicable laws or regulations.. The expense of such maintenance shall be borne by Franchisee and shall be in addition to any required System modifications, as described in Section 10.2.

13.3 Ownership and Management

The Franchised Restaurant shall, at all times, be under the direct supervision of Franchisee. If Franchisee is a legal business entity (such as a corporation, limited liability company or other legal business entity), Franchisee shall identify a Designated Manager in writing delivered to Franchisor. If the Franchisee is an individual, the Franchisee shall be the Designated Manager. The Designated Manager shall devote his or her full-time efforts to the management of the day-to-day operation of the Franchised Restaurant and must have completed training in the operation of the Franchised Restaurant that is reasonably satisfactory to Franchisor as provided in Section 8 of this Agreement. "Full-time" means the expenditure of at least thirty-five (35) hours per week, excluding vacation, sick leave and similar absences Franchisee shall keep Franchisor informed, in writing, at all times of the identity of its Designated Manager. Franchisee shall not engage in any business or other activities that conflict with its obligations under this Agreement.

13.4 Personnel

Franchisee shall maintain competent and conscientious personnel to operate the Franchised Restaurant in accordance with this Agreement and the Manual. Franchisee shall train or cause the training of all personnel as and when required by prudent business practices, System standards or this Agreement. At Franchisor's request, Franchisee must provide Franchisor with copies of employment materials or independent contractor agreements relating to each of Franchisee's employees, including, but not limited to, employment or other application materials. All costs associated with Franchisee's performance of its obligations under this Section shall be the sole responsibility of Franchisee.

13.5 Days of Operation

Franchisee shall keep the Franchised Restaurant open for business during normal business hours on the days specified in the Manual, except as may be consented to by Franchisor in advance (which consent shall be granted in Franchisor's sole discretion). Franchisee is required to alert Franchisor by email or text of unexpected closure and appropriate steps must be followed to ensure customer expectations are met, including a post to Facebook (or other social media, as may be directed by Franchisor), signage on the door, updated message on autoattendant phone, customer web order message, 3rd party platforms alerted, web page updated by Franchisor when time allows. Information must include an apology, reason for closure if appropriate, and when business hours will resume.

13.6 Contributions and Donations

Franchisee may make contributions or donations of items, services or funds on its own account to any school, charitable, religious, social, or civic organization (or to any individual for similar purposes), provided that such contribution or donation shall not damage the goodwill associated with the Marks or the System or adversely affect Franchisee's ability to perform its obligations hereunder. Franchisor may require Franchisee to participate in its Pizza With Purpose promotions pursuant to the Pizza With Purpose Agreement attached as Exhibit 6, under which Franchisee would agree to donate five cents ($0.05) for each pizza sold at the Franchised Restaurant to a local charitable organization within Franchisee's community.

13.7 Licenses and Permits

Franchisee shall secure and maintain in force all required licenses, permits and certificates necessary for the operation of the Franchised Restaurant and shall operate the Franchised Restaurant in full compliance with all applicable laws, ordinances and regulations. Franchisor makes no representation to Franchisee with regard to any legal requirements that Franchisee must satisfy or comply with in connection with the operation of the Franchised Restaurant. Franchisee shall be solely responsible for investigating and complying with all such laws, ordinances and regulations with regard to the operation of the Franchised Restaurant.

13.8 Notification of Proceedings

Franchisee shall immediately notify Franchisor in writing of the commencement of any action, suit or proceeding involving Franchisee or the Franchised Restaurant, and of the issuance of any order, writ, injunction, judgment, award or decree that may affect the operation or financial condition of the Franchised Restaurant. Franchisee shall immediately deliver to Franchisor a copy of any inspection report, warning, certificate or rating by any governmental agency relating to any health or safety law, rule or regulation that reflects Franchisee's failure to meet and maintain the highest applicable rating or Franchisee's noncompliance or less than full compliance with any applicable law, rule or regulation.

13.9 Compliance with Good Business Practices

Franchisee acknowledges that the quality of customer service, and every detail of appearance and demeanor of Franchisee and its employees, is material to this Agreement and the relationship created hereby. Therefore, Franchisee shall endeavor to maintain high standards of quality and service in the operation of the Franchised Restaurant. Franchisee shall at all times give prompt, courteous and efficient service to customers of the Franchised Restaurant. The Franchised Restaurant shall in all dealings with its customers, vendors, suppliers and the general public, adhere to the highest standards of honesty, fair dealing and ethical conduct. If Franchisor deems that Franchisee did not fairly handle a customer complaint, Franchisor has the right to intervene and satisfy the customer. Franchisor has the right to terminate this Agreement for violation of this Section. Franchisee shall reimburse Franchisor for all costs incurred by Franchisor in servicing a customer of the Franchised Restaurant pursuant to this Section. Franchisee shall timely pay all uncontested obligations and liabilities due and payable to its suppliers, lessors and creditors. If Franchisee fails to make timely payment to its suppliers, lessors or creditors of such obligations and liabilities, Franchisor may (in its sole discretion) make such payment on behalf of Franchisee, and Franchisee shall immediately repay such sums to Franchisor. Franchisee hereby consents to Franchisor obtaining information from Franchisee's creditors as to payment history or accounts receivable balances.

13.10 Uniforms

Franchisee shall abide by any uniform requirements stated in the Manual. Uniforms must be purchased from an Approved Supplier, if such is designated, or if none, then a supplier who meets Franchisor's specifications and quality standards for uniforms. No apparel or items with business name, logo, or images may be printed without the prior approval and consent of Franchisor.

13.11 Credit Cards

Franchisee shall, at its expense, lease or purchase the necessary equipment and/or software and shall have arrangements in place with Visa, MasterCard, American Express, and such other credit card issuers as Franchisor may designate from time to time, to enable the Franchised Restaurant to accept such methods of payment from its customers.

13.12 E-Mail

Franchisee shall, at all times and at Franchisee's expense, maintain and utilize an e-mail address and account for communicating and sharing files with Franchisor, which e-mail account will be obtained and provided through Franchisor. Franchisee shall reimburse Franchisor for the actual costs incurred by Franchisor for obtaining the e-mail address. Franchisee shall monitor the e-mail account on a daily basis and promptly read and respond to correspondence and requests for information sent by Franchisor.

Email is the primary form of distribution for Franchise updates, instructions, requests, and general communication. The Designated Manager is required to maintain and utilize a gnpizza.com email account or have a designated, approved employee who regularly utilizes and responds to a gnpizza.com emails.

13.13 Best Efforts

Franchisee shall use its best efforts to promote and increase the sales and recognition of retail products and services offered through the Franchised Restaurant. Franchisee shall require all of Franchisee's employees, managers, officers, agents and representatives to make a good faith effort to enhance and improve the System and the sales of all services and products provided as part of the System.

14 FRANCHISOR'S ADDITIONAL OPERATIONS ASSISTANCE

14.1 General Advice and Guidance

Franchisor shall be available to render advice, discuss problems and offer general guidance to Franchisee by telephone, e-mail, facsimile, newsletters and other methods with respect to planning, opening and operating the Franchised Restaurant. Franchisor shall not charge a fee for the normal use of this service; provided, however, that Franchisor retains the right to charge a fee or refuse any particular request for this service should Franchisee, in Franchisor's discretion, be deemed to be utilizing this service too frequently or in an unintended manner. Franchisor's advice or guidance to Franchisee relative to prices for services and products that, in Franchisor's judgment, constitutes good business practice is based upon the experience of Franchisor's Affiliate in operating a business similar to Glass Nickel Pizza Restaurants, the experience of Franchisor's franchisees in operating Glass Nickel Pizza Restaurants and an analysis of costs and prices charged for competitive services and products. Franchisee shall have the sole right to determine the prices to be charged by the Franchised Restaurant.

14.2 Periodic Visits

Franchisor or Franchisor's representative make periodic visits to the Franchised Restaurant for the purposes of consultation, assistance and guidance with respect to various aspects of the operation and management

of the Franchised Restaurant. Franchisor may prepare, for the benefit of both Franchisor and Franchisee, written reports detailing any problems or concerns discovered during any such visit and outlining any required or suggested changes or improvements in the operation of the Franchised Restaurant. A copy of any such written report may be provided to Franchisee. Franchisee shall implement any required changes or improvements in a timely manner.

15 INSURANCE

15.1 Types and Amounts of Coverage

At its sole expense, Franchisee shall procure and maintain in full force and effect during the term of this Agreement, the types of insurance listed below. Franchisee shall have such policies in force and effect at the earlier of fifteen (15) days after the Effective Date or before the commencement of the build-out or improvement of the Approved Location. All policies (except any workers' compensation insurance) shall expressly name Franchisor as an additional insured or loss payee and all shall contain a waiver of all subrogation rights against Franchisor and its successors and assigns. In addition to any other insurance that may be required by applicable law, or by lender or lessor, Franchisee shall procure:

15.1.1 "all risk" property insurance coverage on all assets including inventory, furniture, fixtures, equipment, supplies and other property used in the operation of the Franchised Restaurant. Franchisee's property insurance policy shall include coverage for fire, vandalism and malicious mischief and must have coverage limits of at least full replacement cost;

15.1.2 workers' compensation insurance that complies with the statutory requirements of the state in which the Franchised Restaurant is located and employer liability coverage with a minimum limit of ONE HUNDRED THOUSAND DOLLARS ($100,000.00) or, if higher, the statutory minimum limit as required by state law;

15.1.3 comprehensive general liability insurance against claims for bodily and personal injury, death and property damage caused by or occurring in conjunction with the operation of the Franchised Restaurant, or Franchisee's conduct of business pursuant to this Agreement (including but not limited to products and completed operations coverage), with a minimum liability coverage of ONE MILLION DOLLARS ($1,000,000.00) per occurrence and TWO MILLION DOLLARS ($2,000,000) in the aggregate or, if higher, the statutory minimum limit required by state law;

15.1.4 a liquor liability/dram shop policy with a minimum liability coverage of ONE MILLION DOLLARS ($1,000,000.00) per occurrence and TWO MILLION DOLLARS ($2,000,000.00) in the aggregate or, if higher, the statutory minimum limit required by state law (required for dine-in restaurant only);

15.1.5 automobile liability insurance for owned, non-owned and hired vehicles, with a combined single limit of at least ONE MILLION DOLLARS ($1,000,000.00) per occurrence and TWO MILLION DOLLARS in the aggregate, or, if higher, the statutory minimum limit required by state law;

15.1.6 business interruption insurance covering at least twelve (12) months of operations in amounts and with terms acceptable to Franchisor, including food-borne illness coverage;

15.1.7 umbrella insurance coverage of at least ONE MILLION DOLLARS ($1,000,000);

15.1.8 cyber insurance coverage of at least FIVE HUNDRED THOUSAND DOLLARS ($500,000);

15.1.9 employment practices liability insurance coverage of at least FIVE HUNDRED THOUSAND DOLLARS ($500,000) per occurrence and FIVE HUNDRED THOUSAND DOLLARS ($500,000) in the aggregate,

15.1.10 insurance required to be provided under Franchisee's lease with any landlord of the Franchised Restaurant; and

15.1.11 such insurance as necessary to provide coverage under the indemnity provisions set forth in Section 21.3.

15.2 Future Increases

Franchisor has the right to reasonably increase the minimum liability protection requirement annually and require different or additional insurance coverage(s) to reflect inflation, changes in standards of liability, future damage awards or other relevant changes in circumstances.

15.3 Carrier Standards

Such policies shall be written by an insurance company licensed in the state in which Franchisee operates and having at least an "A" Rating Classification as indicated in the latest issue of A.M. Best's Key Rating Guide. Although A.M. Best groups "A" and "A-" in the same classification, Franchisor demands an "A" rating.

15.4 Evidence of Coverage; Coordination of Data Breach Response

Franchisee's obligation to obtain and maintain the foregoing policies shall not be limited in any way by reason of any insurance that may be maintained by Franchisor, nor shall Franchisee's performance of this obligation relieve it of liability under the indemnity provisions set forth in Section 21.3. Franchisee shall provide, on an annual basis or more frequently at Franchisor's request, certificates of insurance showing compliance with the foregoing requirements. Such certificates shall state that said policy or policies shall not be canceled or altered without at least thirty (30) days prior written notice to Franchisor and shall reflect proof of payment of premiums. Franchisee acknowledges that Franchisor requires Franchisee to execute and deliver the Consent Agreement attached to this Agreement as Exhibit 8, under which Franchisee agrees to coordinate efforts with Franchisor's cyber insurer in the event of a data breach or outside access involving the System and/or the Franchised Restaurant.

15.5 Failure to Maintain Coverage

Should Franchisee not procure and maintain insurance coverage as required by this Agreement, Franchisor has the right (but not the obligation) to immediately procure such insurance coverage, and to charge the premiums to Franchisee, which charges, together with a reasonable fee for expenses incurred by Franchisor in connection with such procurement, shall be payable by Franchisee immediately upon notice.

16 DEFAULT AND TERMINATION

16.1 Termination by Franchisee

If Franchisee is in full compliance with all of the terms of this Agreement and Franchisor materially breaches this Agreement and fails to commence reasonable efforts to cure such breach within thirty (30) days after

receiving written notice identifying the claimed breach, Franchisee may elect to terminate this Agreement unless the breach cannot reasonably be cured within such thirty (30) days. If the breach cannot reasonably be cured in such thirty (30) days, Franchisee may elect to terminate this Agreement only if Franchisor does not promptly undertake and continue efforts to cure such material breach within a reasonable period of time and furnish Franchisee reasonable proof of such efforts.

16.2 Termination by Franchisor

16.2.1 Franchisor has the right to terminate this Agreement, without any opportunity to cure by Franchisee, if Franchisee (or, at Franchisor's discretion, any of its members, managers, shareholders, officers, directors or agents):

16.2.1.1 fails to timely select an approved site for or establish, equip and commence operations of the Franchised Restaurant pursuant to Section 5;

16.2.1.2 fails to have its Designated Manager satisfactorily complete the initial training program pursuant to Section 8;

16.2.1.3 made any material misrepresentation or omission in its application for the Franchise or otherwise to Franchisor in the course of entering into this Agreement;

16.2.1.4 is convicted of or pleads no contest to a felony or other crime or offense that is likely to adversely affect the reputation of Franchisor, Franchisee or the Franchised Restaurant;

16.2.1.5 after notices to cure, fails to refrain from activities, behavior or conduct likely to adversely affect the reputation of Franchisor, Franchisee or the Franchised Restaurant;

16.2.1.6 discloses, duplicates or otherwise uses in an unauthorized manner any portion of the Manual or any Trade Secret or other Confidential Information;

16.2.1.7 if required by Franchisor, fails to have any holder of a legal or beneficial interest in Franchisee execute a Nondisclosure and Non-Competition Agreement attached as Exhibit 2(a), or have any officer, director, executive, manager or member of the professional staff and all employees of Franchisee with access to Trade Secrets execute a nondisclosure agreement, in a form the same as or similar to the Nondisclosure Agreement attached as Exhibit 2(b), upon execution of this Agreement or prior to each such person's affiliation with Franchisee or fails to provide Franchisor with copies of all nondisclosure and non-competition agreements signed pursuant to Section 7.4 if requested by Franchisor;

16.2.1.8 abandons, fails or refuses to actively operate the Franchised Restaurant for five (5) or more consecutive days (unless the Franchised Restaurant has not been operational for a purpose approved by Franchisor), or, if first approved by Franchisor, fails to promptly relocate the Franchised Restaurant following the expiration or termination of the lease for the Approved Location, the destruction or condemnation of the Approved Location or any other event rendering the Approved Location unusable;

16.2.1.9 surrenders or transfers control of the operation of the Franchised Restaurant without Franchisor's approval, makes or attempts to make an unauthorized direct or indirect assignment of the Franchise or an ownership interest in Franchisee, or fails or refuses to assign the Franchise or the interest in Franchisee of a deceased or incapacitated owner thereof, as herein required;

16.2.1.10 fails to maintain the Franchised Restaurant under the primary supervision of a Designated Manager approved by Franchisor during the one hundred eighty (180) days following the death or Incapacity of Franchisee or any holder of a legal or beneficial interest in Franchisee, pursuant to Section 18.6;

16.2.1.11 submits to Franchisor on two (2) or more separate occasions at any time during the term of the Franchise any reports or other data, information or supporting records that understate any Royalty Fee or any other fees owed to Franchisor by more than three percent (3%) for any accounting period and Franchisee is unable to demonstrate that such understatements resulted from inadvertent error;

16.2.1.12 is adjudicated as bankrupt, becomes insolvent, commits any affirmative act of insolvency, or files any action or petition of insolvency; if a receiver of its property or any part thereof is appointed by a court; if it makes a general assignment for the benefit of its creditors; if a final judgment remains unsatisfied of record for thirty (30) days or longer (unless *supersedeas* bond is filed); if execution is levied against Franchisee's business or property; if a suit to foreclose any lien or mortgage against the Approved Location or equipment is instituted against Franchisee and not dismissed within thirty (30) days or is not in the process of being dismissed;

16.2.1.13 misuses or makes an unauthorized use of any of the Marks, Trade Secrets or other Confidential Information or commits any other act which can reasonably be expected to impair the goodwill associated with any of the Marks;

16.2.1.14 fails on two (2) or more separate occasions within any period of twelve (12) consecutive months to submit reports or other information or supporting records when due, to pay any Royalty Fee, Marketing Fund Contribution, amounts due for purchases from Franchisor and any Affiliate, or other payment when due to Franchisor or any Affiliate, whether or not such failures to comply are corrected after notice thereof is delivered to Franchisee;

16.2.1.15 continues to violate any health or safety law, ordinance or regulation, or operates the Franchised Restaurant in a manner that presents a health or safety hazard to its customers, employees or the public;

16.2.1.16 repeatedly breaches this Agreement or repeatedly fails to comply with mandatory specifications, customer service standards or operating procedures prescribed in the Manual, whether or not previous breaches or failures are cured;

16.2.1.17 engages in any activity exclusively reserved to Franchisor;

16.2.1.18 fails to comply with any applicable law or regulation within ten (10) days after being given notice of noncompliance; or

16.2.1.19 defaults under any other agreement between Franchisor (or any of its Affiliates) and Franchisee, such that Franchisor or its Affiliate, as the case may be, has the right to terminate such agreement or such agreement automatically terminates.

16.2.2 Except as otherwise provided in Section 16.2.1, Franchisor has the right to terminate this Agreement for the following breaches and defaults by giving notice of such termination stating the nature of the default; provided, however, that Franchisee may avoid termination by curing such default or failure (or by providing proof acceptable to Franchisor that Franchisee has made all reasonable efforts to cure such default or failure and shall continue to make all reasonable efforts

to cure until a cure is effected if such default or failure cannot reasonably be cured before the effective date of the termination) within the specified period:

16.2.2.1 within ten (10) days of receiving notice of Franchisee's failure to pay any amounts due to Franchisor;

16.2.2.2 within ten (10) days of receiving notice of Franchisee's failure to maintain insurance as specified in Section 15 of this Agreement; or

16.2.2.3 within thirty (30) days of receiving notice of any other default by Franchisee or upon Franchisee's failure to comply with any mandatory specification, standard or operating procedure prescribed in the Manual or otherwise prescribed in writing.

16.3 Reinstatement and Extension

If provisions of this Agreement provide for periods of notice less than those required by applicable law, or provide for termination or cancellation other than in accordance with applicable law, Franchisor may reinstate or extend the term of this Agreement for the purpose of complying with applicable law by submitting a written notice to Franchisee without waiving any of Franchisor's rights under this Agreement.

16.4 Right of Franchisor to Discontinue Services to Franchisee

If Franchisee is in breach of any obligation under this Agreement, Franchisor has the right, in its sole discretion, to suspend its performance of any of its obligations under this Agreement, including, without limitation, the sale or supply of products or services to Franchisee, until such time as Franchisee corrects the breach.

16.5 Right of Franchisor to Operate Franchised Restaurant

Following the delivery of a notice of termination pursuant to Section 16.2.2, if necessary in Franchisor's discretion, Franchisor shall have the right, but not the obligation, to assume the operation of the Franchised Restaurant until such time as Franchisee corrects the breach. Franchisor may charge a management fee as stated in the Manual from time to time, currently equal to FIVE HUNDRED DOLLARS ($500.00) per day, and Franchisor shall be entitled to reimbursement of any expenses Franchisor incurs that are not paid out of the operating cash flow of the Franchised Restaurant.

17 RIGHTS AND DUTIES UPON EXPIRATION OR TERMINATION

17.1 Actions to be Taken

Except as otherwise provided herein, upon termination or expiration, this Agreement and all rights granted hereunder to Franchisee shall terminate and Franchisee shall:

17.1.1 immediately cease to operate the Franchised Restaurant and shall not thereafter, directly or indirectly, represent to the public or hold itself out as a present or former franchisee of Franchisor;

17.1.2 cease to use the Trade Secrets and other Confidential Information, the System and the Marks including, without limitation, all signs, trade dress, slogans, symbols, logos, advertising materials, stationery, forms and any other items that display or are associated with the Marks;

17.1.3 upon demand by Franchisor, at Franchisor's sole discretion, immediately assign (or, if an assignment is prohibited, sublease for the full remaining term, and on the same terms and conditions as Franchisee's lease) its interest in the lease then in effect for the Approved Location to Franchisor and Franchisee shall furnish Franchisor with evidence satisfactory to Franchisor of compliance with this obligation within thirty (30) days after termination or expiration of this Agreement, and Franchisor has the right to pay rent and other expenses directly to the party to whom such payment is ultimately due;

17.1.4 take such action as may be necessary to cancel or assign to Franchisor, at Franchisor's option, any assumed name or equivalent registration filed with state, city or county authorities that contains the name "GLASS NICKEL PIZZA CO." or any other Mark, and Franchisee shall furnish Franchisor with evidence satisfactory to Franchisor of compliance with this obligation within thirty (30) days after termination or expiration of this Agreement;

17.1.5 pay all sums owing to Franchisor and its Affiliate(s), which may include, but not be limited to, all damages, costs and expenses, including reasonable attorneys' fees, unpaid Royalty Fees, amounts owed for the purchase of products or services, and any other amounts due to Franchisor or its Affiliate(s);

17.1.6 pay to Franchisor all costs and expenses, including reasonable attorneys' fees, incurred by Franchisor subsequent to the termination or expiration of the Franchise in obtaining injunctive or other relief for the enforcement of any provisions of this Agreement;

17.1.7 immediately return to Franchisor the Manual and all Trade Secrets or other Confidential Information, including records, files, instructions, brochures, agreements, disclosure statements and any and all other materials provided by Franchisor to Franchisee relating to the operation of the Franchised Restaurant (all of which are acknowledged to be Franchisor's property), and permanently remove from Franchisee's computer or computer data storage devices any electronic copy or backup of the Manual and all Trade Secrets or other Confidential Information;

17.1.8 assign all telephone listings and numbers for the Franchised Restaurant to Franchisor and shall notify the telephone company and all listing agencies of the termination or expiration of Franchisee's right to use any telephone numbers or facsimile numbers associated with the Marks in any regular, classified or other telephone directory listing and shall authorize transfer of same to or at the direction of Franchisor; and

17.1.9 comply with all other applicable provisions of this Agreement.

17.2 <u>Post-Termination Covenant Not to Compete</u>

17.2.1 Franchisee acknowledges that the restrictive covenants contained in this Section and in Section 7 are fair and reasonable and are justifiably required for purposes including, but not limited to, the following:

17.2.1.1 to protect the Trade Secrets and other Confidential Information of Franchisor;

17.2.1.2 to induce Franchisor to grant a franchise to Franchisee; and

17.2.1.3 to protect Franchisor against its costs in training Franchisee and its officers, directors, executives, professional staff and Designated Managers.

17.2.2 Except as otherwise approved in writing by Franchisor, neither Franchisee nor any holder of a legal or beneficial interest in Franchisee may, for a period of two (2) years after the expiration or termination of this Agreement, regardless of the cause of termination, either directly or indirectly, for themselves or through, on behalf of or in conjunction with, any person, persons, partnership, corporation, limited liability company or other business entity:

17.2.2.1 own an interest in, manage, operate or provide services to any Competitive Business located or operating (a) within a twenty-five (25) mile radius of the Approved Location, or (b) within a twenty-five (25) mile radius of the location of any other Glass Nickel Pizza Restaurant in existence at the time of termination or expiration; or

17.2.2.2 solicit or otherwise attempt to induce or influence any employee or other business associate of Franchisor to terminate or modify his, her or its business relationship with Franchisor or to compete against Franchisor.

17.3 Unfair Competition

If Franchisee operates any other business, Franchisee shall not use any reproduction, counterfeit, copy or colorable imitation of the Marks, either in connection with such other business or the promotion thereof, that is likely to cause confusion, mistake or deception, or that is likely to dilute Franchisor's rights in the Marks. Franchisee shall not utilize any designation of origin, description or representation that falsely suggests or represents an association or connection with Franchisor. This Section is not intended as an approval of Franchisee's right to operate other businesses and in no way is it intended to contradict Sections 7, 17.1 or 17.2. If Franchisor elects not to receive an assignment or sublease of the Approved Location, Franchisee shall make such modifications or alterations to the Approved Location (including changing telephone and facsimile numbers) immediately upon termination or expiration of this Agreement as may be necessary to prevent any association between Franchisor or the System and any business subsequently operated by Franchisee or others at the Approved Location. Franchisee shall make such specific additional changes to the Approved Location as Franchisor may reasonably request for that purpose including, without limitation, removal of all trade dress or other physical and structural features identifying or distinctive to the System. If Franchisee fails or refuses to comply with the requirements of this Section, Franchisor has the right to enter upon the Approved Location for the purpose of making or causing to be made such changes as may be required, at the expense of Franchisee, which expense Franchisee shall pay upon demand.

17.4 Franchisor's Option to Purchase Certain Business Assets

Franchisor has the right (but not the duty), for a period of thirty (30) days after termination or expiration of this Agreement, to purchase any or all assets of the Franchised Restaurant including leasehold improvements, equipment, supplies and inventory. The purchase price shall be equal to the assets' fair market value, as determined by an independent appraiser. If Franchisor elects to exercise this option to purchase, it has the right to set off all amounts due from Franchisee under this Agreement, if any, against the purchase price. If Franchisor elects to purchase the business assets at book value, Franchisee shall convey said assets to Franchisor by a bill of sale, free and clear of all liens, encumbrances and security interests. Franchisor may utilize all or a portion of the purchase price to directly satisfy liens or security interests on said assets.

17.5 Survival of Certain Provisions

All obligations of Franchisor and Franchisee that expressly or by their nature survive the expiration or termination of this Agreement shall continue in full force and effect subsequent to and notwithstanding their expiration or termination and until satisfied or by their nature expire.

18 TRANSFERABILITY OF INTEREST

18.1 Transfer by Franchisor

This Agreement and all rights and duties hereunder are fully transferable in whole or in part by Franchisor and such rights shall inure to the benefit of any person or entity to whom transferred; provided, however, that with respect to any assignment resulting in the subsequent performance by the assignee of the functions of Franchisor, the assignee shall assume the obligations of Franchisor hereunder and Franchisor shall thereafter have no liability for the performance of any obligations contained in this Agreement.

18.2 Transfer by Franchisee to a Third Party

The rights and duties of Franchisee as set forth in this Agreement, and the Franchise herein granted, are personal to Franchisee (or its owners), and Franchisor has entered into this Agreement in reliance upon Franchisee's personal or collective skill and financial ability. Accordingly, neither Franchisee nor any holder of a legal or beneficial interest in Franchisee may sell, assign, convey, give away, pledge, mortgage, sublicense or otherwise transfer, whether by operation of law or otherwise, any interest in this Agreement, the Franchise granted hereby, the Approved Location used in operating the Franchised Restaurant, its assets or any part or all of the ownership interest in Franchisee without the prior written approval of Franchisor. Any purported transfer without such approval shall be null and void and shall constitute a material breach of this Agreement. If Franchisee is in compliance with this Agreement, Franchisor's consent to such transfer shall be conditioned upon the satisfaction of the following requirements:

18.2.1 Franchisee has complied with the requirements set forth in Section 19;

18.2.2 all obligations owed to Franchisor, and all other outstanding obligations relating to the Franchised Restaurant, are fully paid and satisfied;

18.2.3 Franchisee (and any transferring owners, if Franchisee is a business entity) has executed a general release, in a form the same as or similar to Franchisor's standard form General Release, attached as Exhibit 1, of any and all claims against Franchisor, including its officers, directors, shareholders, managers, members, partners, owners, employees and agents (in their corporate and individual capacities), including, without limitation, claims arising under federal, state or local laws, rules or ordinances, and any other matters incident to the termination of this Agreement or to the transfer of Franchisee's interest herein or to the transfer of Franchisee's ownership of all or any part of the Franchise; provided, however, that if a general release is prohibited, Franchisee shall give the maximum release allowed by law;

18.2.4 the prospective transferee has satisfied Franchisor that it meets Franchisor's management, business and financial standards, and otherwise possesses the character and capabilities, including business reputation and credit rating, as Franchisor may require, in its sole discretion, to demonstrate ability to conduct the Franchised Restaurant;

18.2.5 the transferee and, if Franchisor requires, all persons owning any interest in the transferee, have executed the then-current Franchise Agreement for new franchisees, which may be substantially different from this Agreement, including different Royalty Fee and Marketing Fund Contribution rates and other material provisions, and the franchise agreement then executed shall be for the term specified in such agreement;

18.2.6 the transferee has executed a general release, in a form the same as or similar to Franchisor's standard form General Release, attached as Exhibit 1, of any and all claims against Franchisor and its officers, directors, shareholders, managers, members, partners, owners, employees and agents (in their corporate and individual capacities), with respect to any representations regarding the Franchise or the business conducted pursuant thereto or any other matter that may have been made to the transferee by Franchisee;

18.2.7 Franchisee has provided Franchisor with a complete copy of all contracts and agreements and related documentation between Franchisee and the prospective transferee relating to the intended sale or transfer of the Franchise;

18.2.8 Franchisee, or the transferee, has paid to Franchisor a transfer fee in the amount of TEN THOUSAND DOLLARS ($10,000.00);

18.2.9 the transferee, or all holders of a legal or beneficial interest in the transferee, has agreed to be personally bound jointly and severally by all provisions of this Agreement for the remainder of its term by executing a personal guaranty in such form as prepared by Franchisor;

18.2.10 Franchisee has agreed to be bound to the obligations of the new franchise agreement and to guarantee the full performance thereof by the transferee, if required by Franchisor;

18.2.11 the transferee has obtained all necessary consents and approvals by third parties (such as the lessor of the Approved Location) and all applicable federal, state and local laws, rules, ordinances and requirements applicable to the transfer have been complied with or satisfied;

18.2.12 Franchisee has, and if Franchisee is an entity, all of the holders of a legal and beneficial interest in Franchisee have, executed and delivered to Franchisor a nondisclosure and non-competition agreement in a form satisfactory to Franchisor, and in substance the same as the nondisclosure and non-competition covenants contained in Sections 7 and 17;

18.2.13 Franchisee has, at its expense, made such capital expenditures as were necessary to maintain uniformity with any Franchisor-required System modifications such that the Franchised Restaurant reflects Franchisor's then-current standards and specifications, including but not limited to as provided in Sections 10.2 and 12.5 of this Agreement; and

18.2.14 the transferee agrees that its Designated Manager shall complete, to Franchisor's satisfaction, a training program in substance similar to the initial training described in Section 8.1 prior to assuming the management of the day-to-day operation of the Franchised Restaurant.

18.3 <u>Transfer to a Controlled Entity</u>

18.3.1 If Franchisee wishes to transfer this Agreement or any interest herein to a corporation, limited liability company or other legal entity entirely owned by Franchisee ("Controlled Entity"), which

Controlled Entity was formed for the financial planning, tax or other convenience of Franchisee, Franchisor's consent to such transfer shall be conditioned upon the satisfaction of the following requirements:

18.3.1.1 the Controlled Entity is newly organized and its charter provides that its activities are confined exclusively to the operation of the Franchised Restaurant;

18.3.1.2 Franchisee or all holders of a legal or beneficial interest in Franchisee own all of the equity and voting power of the outstanding stock or other capital interest in the Controlled Entity;

18.3.1.3 all obligations of Franchisee to Franchisor or any Affiliate are fully paid and satisfied; provided, however, that neither Franchisee nor the Controlled Entity shall be required to pay a transfer fee as required pursuant to Section 18.2.8;

18.3.1.4 the Controlled Entity has entered into a written agreement with Franchisor expressly assuming the obligations of this Agreement and all other agreements relating to the operation of the Franchised Restaurant. If the consent of any other party to any such other agreement is required, Franchisee has obtained such written consent and provided the same to Franchisor prior to consent by Franchisor;

18.3.1.5 all holders of a legal or beneficial interest in the Controlled Entity have entered into an agreement with Franchisor jointly and severally guaranteeing the full payment of the Controlled Entity's obligations to Franchisor and the performance by the Controlled Entity of all the obligations of this Agreement;

18.3.1.6 each stock certificate or other ownership interest certificate of the Controlled Entity has conspicuously endorsed upon the face thereof a statement in a form satisfactory to Franchisor that it is held subject to, and that further assignment or transfer thereof is subject to, all restrictions imposed upon transfers and assignments by this Agreement; and

18.3.1.7 copies of the Controlled Entity's articles of incorporation or organization, bylaws, operating agreement, and other governing regulations or documents, including resolutions of the board of directors authorizing entry into this Agreement, have been promptly furnished to Franchisor. Any amendment to any such documents shall also be furnished to Franchisor immediately upon adoption.

18.3.2 The term of the transferred franchise shall be the unexpired term of this Agreement, including all rights to successor franchises, subject to any and all conditions applicable to Franchisee's right to operate successor franchises.

18.3.3 Franchisor's consent to a transfer of any interest in this Agreement, or of any ownership interest in the Franchised Restaurant, shall not constitute a waiver of any claims Franchisor may have against the transferor or the transferee, nor shall it be deemed a waiver of Franchisor's right to demand compliance with the terms of this Agreement.

18.4 Franchisor's Disclosure to Transferee

Franchisor has the right, without liability of any kind or nature whatsoever to Franchisee, to make available for inspection by any intended transferee of Franchisee all or any part of Franchisor's records relating to this Agreement, the Franchised Restaurant or to the history of the relationship of the parties hereto. Franchisee hereby specifically consents to such disclosure by Franchisor and shall release and hold Franchisor harmless from and against

any claim, loss or injury resulting from an inspection of Franchisor's records relating to the Franchised Restaurant by an intended transferee identified by Franchisee.

18.5 For-Sale Advertising

Franchisee shall not, without the prior written consent of Franchisor, place in, on or upon the location of the Franchised Restaurant, or in any communication media, any form of advertising relating to the sale of the Franchised Restaurant or the rights granted hereunder.

18.6 Transfer by Death or Incapacity

18.6.1 Upon the death or Incapacity of Franchisee (if Franchisee is an individual) or any holder of a legal or beneficial interest in Franchisee (if Franchisee is a business entity), the appropriate representative of such person (whether administrator, personal representative or trustee) shall, within a reasonable time not exceeding one hundred eighty (180) days following such event, transfer such individual's interest in the Franchised Restaurant or in Franchisee to a third party approved by Franchisor. Such transfers, including transfers by will or inheritance, shall be subject to the conditions for assignments and transfers contained in this Agreement. During such one hundred eighty (180) day period, the Franchised Restaurant must remain at all times under the primary management of a Designated Manager approved by Franchisor.

18.6.2 Following such a death or Incapacity of such person as described in this Section, if necessary in Franchisor's discretion, Franchisor shall have the right, but not the obligation, to assume operation of the Franchised Restaurant until the deceased or incapacitated owner's interest is transferred to a third party approved by Franchisor. Franchisor may charge a management fee as stated in the Manual from time to time, currently equal to FIVE HUNDRED DOLLARS ($500.00) per Franchisor representative assigned to operate the Franchised Restaurant per day, and Franchisor shall be entitled to reimbursement of any expenses Franchisor incurs that are not paid out of the operating cash flow of the Franchised Restaurant.

19 RIGHT OF FIRST REFUSAL

19.1 Submission of Offer

If Franchisee, or any of its owners, proposes to sell or otherwise transfer (including a transfer by death or Incapacity pursuant to Section 18.6) the Franchised Restaurant (or any of its assets outside of the normal course of business), any ownership interest in Franchisee or any ownership interest in the Franchise granted hereunder, Franchisee shall obtain and deliver a *bona fide*, executed written offer or proposal to purchase, along with all pertinent documents including any contract or due diligence materials, to Franchisor, except with regards to a sale or transfer to a family member. The offer must apply only to an approved sale of the assets or interests listed above and may not include any other property or rights of Franchisee or any of its owners.

19.2 Franchisor's Right to Purchase

Franchisor shall, for thirty (30) days from the date of delivery of all such documents, have the right, exercisable by written notice to Franchisee, to purchase the offered assets or interest for the price and on the same terms and conditions contained in such offer communicated to Franchisee. Franchisor has the right to substitute cash for the fair market value of any form of payment proposed in such offer. Franchisor's credit shall be deemed at least

equal to the credit of any proposed buyer. After providing notice to Franchisee of Franchisor's intent to exercise this right of first refusal, Franchisor shall have up to sixty (60) days to close the purchase. Franchisor shall be entitled to receive from Franchisee all customary representations and warranties given by Franchisee as the seller of the assets or such ownership interest or, at Franchisor's election, such representations and warranties contained in the proposal.

19.3 Non-Exercise of Right of First Refusal

If Franchisor does not exercise this right of first refusal within thirty (30) days from the date of delivery of all such documents, the offer or proposal may be accepted by Franchisee or any of its owners, subject to Franchisor's prior written approval as required by Section 18. Should the sale fail to close within one hundred twenty (120) days after the offer is delivered to Franchisor, Franchisor's right of first refusal shall renew and be implemented in accordance with this Section.

20 BENEFICIAL OWNERS OF FRANCHISEE

Franchisee represents, and Franchisor enters into this Agreement in reliance upon such representation, that the individuals identified in Exhibit 7 as Holders of a Legal or Beneficial Interest are the sole holders of a legal or beneficial interest (in the stated proportions) of Franchisee.

21 RELATIONSHIP AND INDEMNIFICATION

21.1 Relationship

This Agreement does not appoint or make Franchisee an agent, legal representative, joint venture, partner, employee, servant or independent contractor of Franchisor for any purpose whatsoever. Franchisee may not represent or imply to third parties that Franchisee is an agent of Franchisor, and Franchisee is in no way authorized to make any contract, agreement, warranty or representation on behalf of Franchisor, or to create any obligation, express or implied, on Franchisor's behalf. During the term of this Agreement, and any extension or successor hereof, Franchisee shall hold itself out to the public only as a franchisee and an owner of the Franchised Restaurant operating pursuant to a franchise from Franchisor. Franchisee shall take such affirmative action as may be necessary to do so including, without limitation, exhibiting a notice in the form specified in Section 6.2 (or as otherwise specified by Franchisor) in a conspicuous place on the Approved Location and on all forms, stationery or other written materials. Under no circumstances shall Franchisor be liable for any act, omission, contract, debt or any other obligation of Franchisee. In no event shall this Agreement or any conduct pursuant hereto make Franchisor a fiduciary with respect to Franchisee. Franchisor shall in no way be responsible for any injuries to persons or property resulting from the operation of the Franchised Restaurant. Any third party contractors and vendors retained by Franchisee to convert or construct the premises are independent contractors of Franchisee alone.

21.2 Standard of Care

This Agreement does not establish a fiduciary relationship between the parties. Unless otherwise specifically provided in this Agreement with respect to certain issues, whenever this Agreement requires Franchisee to obtain Franchisor's written consent or permits Franchisee to take any action or refrain from taking any action, Franchisor is free to act in its own self-interest without any obligation to act reasonably, to consider the impact on Franchisee or to act subject to any other standard of care limiting Franchisor's right, except as may be provided by statute or regulation.

21.3 Indemnification

Franchisee shall hold harmless and indemnify Franchisor, any Affiliate, all holders of a legal or beneficial interest in Franchisor and any Affiliate, and all of Franchisor's and any Affiliate's officers, directors, executives, managers, employees, agents, successors and assigns (collectively "Franchisor Indemnities") from and against all losses, damages, fines, costs, expenses or liability (including reasonable attorneys' fees and all other costs of litigation) incurred in connection with any action, suit, demand, claim, investigation or proceeding, or any settlement thereof, that arise from, are based upon or are related to Franchisee's (a) ownership or operation of the Franchised Restaurant; (b) violation, breach or asserted violation or breach of any federal, state or local law, regulation or rule; (c) breach of any representation, warranty, covenant, or provision of this Agreement or any other agreement between Franchisee and Franchisor (or any Affiliate); (d) defamation of Franchisor or the System; (e) acts, errors or omissions by Franchisee or any of its officers, directors, employees or agents, committed or incurred in connection with the Franchised Restaurant, including any negligent or intentional acts; or (f) infringement, violation or alleged infringement or violation of any Mark, patent or copyright or any misuse of Trade Secrets or other Confidential Information. All obligations of Franchisee shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement. The obligations of this Section 21.3 shall expressly survive the termination of this Agreement.

21.4 Right to Retain Counsel

Franchisee shall give Franchisor immediate notice of any such action, suit, demand, claim, investigation or proceeding that may give rise to a claim for indemnification by a Franchisor Indemnity. Franchisor has the right to retain counsel of its own choosing in connection with any such action, suit, demand, claim, investigation or proceeding. In order to protect persons, property, Franchisor's reputation or the goodwill of others, Franchisor has the right to, at any time without notice, take such remedial or corrective actions as it deems expedient with respect to any action, suit, demand, claim, investigation or proceeding if, in Franchisor's sole judgment, there are grounds to believe any of the acts or circumstances listed above have occurred. If Franchisor's exercise of its rights under this Section causes any of Franchisee's insurers to refuse to pay a third party claim, all cause of action and legal remedies Franchisee might have against such insurer shall automatically be assigned to Franchisor without the need for any further action on either party's part. Under no circumstances shall Franchisor be required or obligated to seek coverage from third parties or otherwise mitigate losses in order to maintain a claim against Franchisee. The failure to pursue such remedy or mitigate such loss shall in no way reduce the amounts recoverable by Franchisor from Franchisee.

22 GENERAL CONDITIONS AND PROVISIONS

22.1 No Waiver

No failure of Franchisor to exercise any power reserved to it hereunder, or to insist upon strict compliance by Franchisee with any obligation or condition hereunder, and no custom nor practice of the parties in variance with the terms hereof, shall constitute a waiver of Franchisor's right to demand exact compliance with the terms of this Agreement. Waiver by Franchisor of any particular default by Franchisee shall not be binding unless in writing and executed by Franchisor and shall not affect nor impair Franchisor's right with respect to any subsequent default of the same or of a different nature. Subsequent acceptance by Franchisor of any payment(s) due shall not be deemed to be a waiver by Franchisor of any preceding breach by Franchisee of any terms, covenants or conditions of this Agreement.

22.2 Injunctive Relief

As any breach by Franchisee of any of the restrictions contained in Sections 6, 7 and 17 would result in irreparable injury to Franchisor, and as the damages arising out of any such breach would be difficult to ascertain, in addition to all other remedies provided by law or in equity, Franchisor shall be entitled to seek injunctive

relief (whether a restraining order, a preliminary injunction or a permanent injunction) against any such breach, whether actual or contemplated. Franchisor's right to seek injunctive relief will not affect the parties' waiver of jury trial and covenant to arbitrate all disputes in accordance with Section 23.7. Franchisor's rights herein shall include pursing injunctive relief through arbitration or in a state or federal court. Franchisee shall be responsible for Franchisor's reasonable attorneys' fees incurred in pursuing the same.

22.3 Notices

All notices required or permitted under this Agreement shall be in writing and shall be deemed received: (a) at the time delivered by hand to the recipient party (or to an officer, director or partner of the recipient party); (b) on the next business day after transmission by facsimile or other reasonably reliable electronic communication system; (c) on the next business day after being sent via guaranteed overnight delivery by a commercial courier service; or (d) five (5) business days after being sent by Registered Mail, return receipt requested. All notices shall be sent to Franchisee at the address listed on page one (1) of this Agreement, or such other address as Franchisee may designate in writing to Franchisor. All notices, payments and reports required by this Agreement shall be sent to Franchisor at the following address:

GN Independents, Inc.
Attention: Megan Nicholson
2916 Atwood Avenue
Madison, Wisconsin 53704

22.4 Cost of Enforcement or Defense

If Franchisor is required to enforce this Agreement in a judicial or arbitration proceeding, and Franchisor prevails, Franchisee shall reimburse Franchisor for all costs and expenses incurred by Franchisor in connection with such proceeding, including, without limitation, reasonable accounting and attorneys' fees.

22.5 Unlimited Guaranty and Assumption of Obligations

All holders of a legal or beneficial interest in Franchisee of five percent (5%) or greater shall be required to execute, as of the Effective Date, the Unlimited Guaranty and Assumption of Obligations attached as Exhibit 3, through which such holders agree to assume and discharge all of Franchisee's obligations under this Agreement and to be personally liable hereunder for all of the same.

22.6 Approvals

Whenever this Agreement requires the prior approval or consent of Franchisor, Franchisee shall make a timely written request to Franchisor for such approval and, except as otherwise provided herein, any approval or consent granted shall be effective only if in writing. Franchisor makes no warranties or guarantees upon which Franchisee may rely, and assumes no liability or obligation to Franchisee or any third party to which it would not otherwise be subject, by providing any waiver, approval, advice, consent or services to Franchisee in connection with this Agreement, or by reason of any neglect, delay or denial of any request for approval. If the consent of either party is required or contemplated hereunder, the party whose consent is required shall not unreasonably withhold consent, unless such consent is expressly subject to such party's sole discretion pursuant to the terms of this Agreement.

22.7 Entire Agreement

This Agreement, its exhibits and the documents referred to herein shall be construed together and constitute the entire, full and complete agreement between Franchisor and Franchisee concerning the subject matter hereof, and shall supersede all prior agreements. Except for any representation by Franchisor contained herein or in Franchisor's Franchise Disclosure Document, no other representation, oral or otherwise, has induced Franchisee to execute this Agreement, and there are no representations (other than those within Franchisor's GLASS NICKEL PIZZA CO. Disclosure Document), inducements, promises or agreements, oral or otherwise, between the parties that are of any force or effect with respect to the matters set forth in or contemplated by this Agreement or otherwise. No amendment, change or variance from this Agreement shall be binding on either party unless executed in writing by both parties.

22.8 Severability and Modification

22.8.1 Except as noted below, each paragraph, part, term and provision of this Agreement shall be considered severable. If any paragraph, part, term or provision herein is ruled to be unenforceable, unreasonable or invalid, such ruling shall not impair the operation of or affect the remaining portions, paragraphs, parts, terms and provisions of this Agreement, and the latter shall continue to be given full force and effect and bind the parties; and such unenforceable, unreasonable or invalid paragraphs, parts, terms or provisions shall be deemed not part of this Agreement. If Franchisor determines that a finding of invalidity adversely affects the basic consideration of this Agreement, Franchisor has the right to, at its option, terminate this Agreement.

22.8.2 Notwithstanding the above, each of the covenants contained in Sections 7and 17 shall be construed as independent of any other covenant or provision of this Agreement. If all or any portion of any such covenant is held to be unenforceable, unreasonable or invalid, then it shall be amended to provide for limitations on disclosure of Trade Secrets and other Confidential Information or on competition to the maximum extent permitted by law.

22.9 Construction

All captions herein are intended solely for the convenience of the parties, and none shall be deemed to affect the meaning or construction of any provision hereof.

22.10 Force Majeure

Whenever a period of time is provided in this Agreement for either party to perform any act, except pay monies, neither party shall be liable nor responsible for any delays due to strikes, lockouts, casualties, acts of God, war, governmental regulation or control or other causes beyond the reasonable control of the parties, and the time period for the performance of such act shall be extended for the amount of time of the delay. This clause shall not result in an extension of the term of this Agreement.

22.11 Timing

Time is of the essence. Except as set forth in Section 22.10, failure to perform any act within the time required or permitted by this Agreement shall be a material breach.

22.12 Withholding Payments

Franchisee shall not, for any reason, withhold payment of any Royalty Fees or other amounts due to Franchisor or to any of its Affiliates. Franchisee shall not withhold or offset any amounts, damages or other monies

allegedly due to Franchisee against any amounts due to Franchisor. No endorsement or statement on any payment for less than the full amount due to Franchisor shall be construed as an acknowledgment of payment in full, or an accord and satisfaction, and Franchisor has the right to accept and cash any such payment without prejudice to Franchisor's right to recover the full amount due, or pursue any other remedy provided in this Agreement or by law. Franchisor has the right to apply any payments made by Franchisee against any of Franchisee's past due indebtedness as Franchisor deems appropriate. Franchisor shall set off sums Franchisor owes to Franchisee against any unpaid debts owed by Franchisee to Franchisor.

22.13 Further Assurances

Each party to this Agreement shall execute and deliver such further instruments, contracts, forms or other documents, and shall perform such further acts, as may be necessary or desirable to perform or complete any term, covenant or obligation contained in this Agreement.

22.14 Third-Party Beneficiaries

Anything to the contrary notwithstanding, nothing in this Agreement is intended, nor shall be deemed, to confer any rights or benefits upon any person or legal entity other than Franchisor or Franchisee, and their respective successors and assigns.

22.15 Multiple Originals

Both parties shall execute multiple copies of this Agreement and each executed copy shall be deemed an original.

23 DISPUTE RESOLUTION

23.1 Choice of Law

Except to the extent this Agreement or any particular dispute is governed by the U.S. Trademark Act of 1946 or other federal law, this Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin (without reference to its conflict of laws principles), excluding any law regulating the sale of franchises or governing the relationship between a franchisor and franchisee, unless the jurisdictional requirements of such laws are met independently without reference to this Section. The Federal Arbitration Act shall govern all matters subject to arbitration. References to any law refer also to any successor laws and to any published regulations for such law, as in effect at the relevant time. References to a governmental agency also refer to any regulatory body that succeeds the function of such agency.

23.2 Consent to Jurisdiction

Any action brought by either party, except those claims required to be submitted to arbitration, shall be brought in the appropriate state or federal court situated in Dane County, Wisconsin. The parties waive all questions of personal jurisdiction or venue for the purposes of carrying out this provision. The parties hereby submit to service of process by registered mail, return receipt requested, or by any other manner provided by law. Claims for injunctive relief may be brought by Franchisor, at its discretion, in Dane County, Wisconsin, or in the jurisdiction where Franchisee is located. This exclusive choice of jurisdiction and venue provision shall not restrict the ability of the parties to confirm or enforce judgments or arbitration awards in any appropriate jurisdiction.

23.3 Cumulative Rights and Remedies

No right or remedy conferred upon or reserved to Franchisor or Franchisee by this Agreement is intended to be, nor shall be deemed, exclusive of any other right or remedy herein or by law or equity provided or permitted, but each shall be in addition to every other right or remedy. Nothing contained herein shall bar Franchisor's right to obtain injunctive relief against threatened conduct that may cause it loss or damages, including obtaining restraining orders and preliminary and permanent injunctions.

23.4 Limitations of Claims

Any claim concerning the Franchised Restaurant or this Agreement or any related agreement shall be barred unless an action for that claim is commenced within one (1) year from the date on which Franchisee or Franchisor knew or should have known, in the exercise of reasonable diligence, of the facts giving rise to the claim.

23.5 Limitation of Damages

Franchisee and Franchisor each waive, to the fullest extent permitted by law, any right or claim for any punitive or exemplary damages against the other, and agree that if there is a dispute with the other, each shall be limited to the recovery of actual damages sustained by it including reasonable accounting and legal fees as provided in Section 22.4. Franchisee waives and disclaims any right to consequential damages in any action or claim against Franchisor concerning this Agreement or any related agreement. In any claim or action brought by Franchisee against Franchisor concerning this Agreement, Franchisee's contract damages shall not exceed and shall be limited to refund of Franchisee's Franchise Fee and Royalty Fee payments.

23.6 Waiver of Jury Trial

FRANCHISEE AND FRANCHISOR EACH IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION, WHETHER AT LAW OR EQUITY, BROUGHT BY EITHER OF THEM.

23.7 Arbitration

This Agreement evidences a transaction involving commerce and, therefore, the Federal Arbitration Act, Title 9 of the United States Code is applicable to the subject matter contained herein. Except for controversies or claims relating to the ownership of any of Franchisor's Marks or the unauthorized use or disclosure of Franchisor's Trade Secrets or other Confidential Information, covenants against competition and other claims for injunctive relief, all disputes arising out of or relating to this Agreement or to any other agreements between the parties, or with regard to interpretation, formation or breach of this or any other agreement between the parties, shall be settled by binding arbitration conducted in Dane County, Wisconsin, in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect. The proceedings shall be held by a single arbitrator agreed upon by the parties or otherwise appointed by the Circuit Court for Wisconsin and located in Dane County, Wisconsin. The decision of the arbitrator shall be final and binding upon the parties. Judgment upon the award rendered by the arbitrator may be entered in any court having personal and subject matter jurisdiction.

Franchisee acknowledges that it has read the terms of this binding arbitration provision and affirms that this provision is entered into willingly and voluntarily and without any fraud, duress or undue influence on the part of Franchisor or any of Franchisor's agents or employees.

24 ACKNOWLEDGMENTS

24.1 Receipt of this Agreement and the Franchise Disclosure Document

Franchisee represents and acknowledges that it has received, read and understands this Agreement and Franchisor's Franchise Disclosure Document, and that Franchisor has accorded Franchisee ample time and opportunity to consult with advisors of its own choosing about the potential benefits and risks of entering into this Agreement. Franchisee represents and acknowledges that it has received, at least fourteen (14) calendar days prior to the date on which this Agreement was executed, the disclosure document required by the Trade Regulation Rule of the Federal Trade Commission entitled Disclosure Requirements and Prohibitions Concerning Franchising and Business Opportunity Ventures.

24.2 Consultation by Franchisee

Franchisee represents that it has been urged to consult with its own advisors with respect to the legal, financial and other aspects of this Agreement, the business franchised hereby and the prospects for that business. Franchisee represents that it has either consulted with such advisors or has deliberately declined to do so.

24.3 True and Accurate Information

Franchisee represents that all information set forth in any and all applications, financial statements and submissions to Franchisor is true, complete and accurate in all respects, and Franchisee acknowledges that Franchisor is relying upon the truthfulness, completeness and accuracy of such information.

24.4 Risk

Franchisee represents that it has conducted an independent investigation of the business contemplated by this Agreement and acknowledges that, like any other business, an investment in a Glass Nickel Pizza Restaurant involves business risks and that the success of the venture is dependent, among other factors, upon the business abilities and efforts of Franchisee. Franchisor makes no representations or warranties, express or implied, in this Agreement or otherwise, as to the potential success of the business venture contemplated hereby.

24.5 No Guarantee of Success

Franchisee represents and acknowledges that it has not received or relied on any guarantee, express or implied, as to the revenues, profits or likelihood of success of the Franchised Restaurant. Franchisee represents and acknowledges that there have been no representations by Franchisor's directors, officers, employees or agents that are not contained in, or are inconsistent with, the statements made in the Franchise Disclosure Document or this Agreement.

24.6 No Violation of Other Agreements

Franchisee represents that its execution of this Agreement will not violate any other agreement or commitment to which Franchisee or any holder of a legal or beneficial interest in Franchisee is a party.

24.7 Counterparts

Both parties agree and acknowledge that this Agreement may be executed in one or more original or electronic counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one single original Agreement. A signed copy of this Agreement delivered by facsimile, email, DocuSign, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

IN WITNESS WHEREOF, the parties, intending to be legally bound, have duly executed this Agreement.

GN INDEPENDENTS, INC.:

By:_____

Name:_____

Title:_____

FRANCHISEE:_____
(type/print name)

By:_____

Name:_____

Title:_____

[or, if an individual]

Signed:_____

Name printed:_____

EXHIBIT 1 TO THE FRANCHISE AGREEMENT

GENERAL RELEASE

THIS GENERAL RELEASE is made and given on this ____ day of _____, 20____ by _____, ("RELEASOR") an individual/corporation/ limited liability company/partnership with a principal address of _____ _____, in consideration of:

_____ the execution by GN Independents, Inc. ("RELEASEE") of a successor franchise agreement or other renewal documents renewing the franchise (the "Franchise") granted to RELEASOR by RELEASEE pursuant to that certain franchise agreement (the "Franchise Agreement") between RELEASOR and RELEASEE; or

_____ RELEASEE'S consent to RELEASOR'S assignment of its rights and duties under the Franchise Agreement; or

_____ RELEASEE'S consent to RELEASOR'S assumption of rights and duties under the Franchise Agreement; or

_____ RELEASEE'S refund of fifty percent (50%) of the Franchise Fee RELEASOR paid to RELEASEE,

and other good and valuable consideration, the adequacy of which is hereby acknowledged, and accordingly RELEASOR hereby releases and discharges RELEASEE, RELEASEE'S officers, directors, shareholders, managers, members, partners, owners, employees and agents (in their corporate and individual capacities), and RELEASEE'S successors and assigns, from any and all causes of action, suits, debts, damages, judgments, executions, claims and demands whatsoever, in law or in equity, that RELEASOR and RELEASOR'S heirs, executors, administrators, successors and assigns had, now have or may have, upon or by reason of any matter, cause or thing whatsoever from the beginning of the world to the date of this RELEASE arising out of or related to the Franchise or the Franchise Agreement, including, without limitation, claims arising under federal, state and local laws, rules and ordinances.

This General Release shall not be amended or modified unless such amendment or modification is in writing and is signed by RELEASOR and RELEASEE.

IN WITNESS WHEREOF, RELEASOR has executed this General Release as of the date first above written.

RELEASOR:_____
(type/print name)

By: _____

Name: _____

Title: _____
(or, if an individual)

Signed: _____

Name printed: _____

ACKNOWLEDGMENT

State of _____)
) ss
County of_____)

On this ____ day of _____, 20____ before me personally came _____, known to me to be the same person whose name is signed to the foregoing General Release, and acknowledged the execution thereof for the uses and purposes therein set forth, [and who did swear and say that he/she is the _____ (title) of _____ (company name), and he/she has the authority to execute said General Release].

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

_____ (NOTARIAL SEAL)

Notary Public
My Commission expires:

EXHIBIT 2(a) TO THE FRANCHISE AGREEMENT

NONDISCLOSURE AND NON-COMPETITION AGREEMENT (*HOLDERS OF LEGAL OR BENEFICIAL INTEREST IN FRANCHISEE*)

This "Agreement," made as of the ____ day of _____, 20____, is by and between GN Independents, Inc. ("Company") and _____ ("Individual").

W I T N E S S E T H:

WHEREAS, _____ ("Franchisee") (d/b/a a GLASS NICKEL PIZZA CO. Franchise) is a party to that certain GN Independents, Inc. Franchise Agreement ("Franchise Agreement") by and between Franchisee and Company; and

WHEREAS, Individual is the holder of a legal or beneficial interest in Franchisee, and as such will have access to or to review certain Trade Secrets and other Confidential Information, which are more particularly described below; and

WHEREAS, the Franchise Agreement provides that Company may require Individual, as the holder of a legal or beneficial interest in Franchisee, to execute this Agreement for the benefit of Company; and

WHEREAS, Individual understands the necessity of not disclosing any such information to any other party or using such information to compete against Company, Franchisee or any other franchisee of Company in any business that (i) offers or provides (or grants franchises or licenses to others to operate a business that offers or provides) pizza, pasta or other Italian food products or (ii) in which Trade Secrets and other Confidential Information (as defined below) could be used to the disadvantage of Franchisee, Company or Company's other franchisees (hereinafter, "Competitive Business"); provided, however, that the term "Competitive Business" shall not apply to any business operated by Franchisee under a Franchise Agreement with Company or any business operated by a publicly held entity in which Franchisee owns less than a five percent (5%) legal or beneficial interest.

NOW, THEREFORE, in consideration of the mutual promises and undertakings set forth herein, and intending to be legally bound hereby, the parties hereby mutually agree as follows:

1. Trade Secrets and Confidential Information

Individual understands Franchisee possesses and will possess Trade Secrets and other Confidential Information of Company that are important to Company's business.

a) For the purposes of this Agreement, a "Trade Secret" is information in any form (including, but not limited to, policy and procedural manuals, training guides, recipes, materials and techniques, technical or non-technical data, formulas, patterns, compilations, programs, devices, methods, techniques, drawings, processes, financial data, financial plans, product plans, passwords, lists of actual or potential customers or suppliers) related to or used in Franchisee's business as a Glass Nickel Pizza Restaurant and provided by Company that is not commonly known by or available to the public and that information: (i) derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

b) For the purposes of this Agreement "Confidential Information" means technical and non-technical information, to the extent it is not a Trade Secret, used in or related to Franchisee's business as a Glass Nickel Pizza Restaurant and provided by Company that is not commonly known by or available to the public. In addition, any other information identified as confidential when delivered by Franchisee shall be deemed Confidential Information. Confidential Information shall not include, however, any information that: (i) is now or subsequently becomes generally available to the public through no fault of Individual; (ii) Individual can demonstrate was rightfully

in its possession, without obligation of nondisclosure, prior to disclosure pursuant to this Agreement; (iii) is independently developed without the use of any Confidential Information; or (iv) is rightfully obtained from a third party who has the right, without obligation of nondisclosure, to transfer or disclose such information.

c) Any information expressly designated by Company or Franchisee as "Trade Secrets" or "Confidential Information" shall be deemed such for all purposes of this Agreement, but the absence of designation shall not relieve Individual of his or her obligations hereunder in respect of information otherwise constituting Trade Secrets or Confidential Information. Individual understands Company's providing of access to the Trade Secrets and other Confidential Information to Franchisee and Individual creates a relationship of confidence and trust between Individual and Company with respect to the Trade Secrets and other Confidential Information.

2. <u>Confidentiality/Non-Disclosure</u>

a) Individual shall not, without the prior written consent of Company, directly or indirectly, on Individual's own behalf or in the service or on behalf of another, access, use or disclose, or permit the access, use or disclosure of, any Trade Secrets, for so long as they remain Trade Secrets, with the sole exception of access and use in the service of Franchisee's operation of a Glass Nickel Pizza Restaurant during the term of the Franchise Agreement. At all times from the date of this Agreement, Individual must take all steps reasonably necessary and/or requested by Company to ensure that Trade Secrets are kept confidential pursuant to the terms of this Agreement. Individual must comply with all applicable policies, procedures and practices that Company has established and may establish from time to time with regard to Trade Secrets. Individual agrees to take all reasonable measures within Individual's control to prevent the unauthorized access, use, or disclosure of Trade Secrets by Individual or anyone else.

b) For so long as Individual is the holder of a beneficial or legal interest in Franchisee, or is employed or serves as an agent for Franchisee, and for a period of two (2) years after the end of such period of ownership, employment or agency, Individual shall not, without the prior written consent of the Company, directly or indirectly, on Individual's own behalf or in the service of or on behalf of another, access, use or disclose, or permit the access, use or disclosure of any Confidential Information (whether Individual had such Confidential Information in memory or embodied in writing or other physical, electronic or other form), where such access, use or disclosure is not made in the service of Franchisee's operation of a Glass Nickel Pizza Restaurant during the term of the Franchise Agreement. Individual acknowledges that Individual is not authorized to be in possession, custody or control of any Company property (including but not limited to Confidential Information and Trade Secrets) except as permitted in the Franchise Agreement.

c) Individual's obligations under paragraphs 2(a) and (b) of this Agreement shall continue in effect after termination of Individual's relationship with Franchisee or Company, regardless of the reason or reasons for termination, and whether such termination is voluntary or involuntary, and Franchisee is entitled to communicate Individual's obligations under this Agreement to any future customer, employer or other party to the extent deemed necessary by Franchisee for protection of its rights hereunder and regardless of whether Individual or any of its affiliates or assigns becomes an investor, partner, joint venture, broker, distributor or the like in a Glass Nickel Pizza Restaurant.

3. <u>Non-Competition</u>

a) During the term of Individual's relationship with Franchisee and Company and for a period of two (2) years after the expiration or termination of Individual's relationship with either Franchisee or Company, regardless of the cause of expiration or termination, Individual shall not, directly or indirectly, for himself or herself or through, on behalf of or in conjunction with, any person, persons, partnership, corporation, limited liability company or other business entity, divert or attempt to divert any business or customer of Franchisee to any Competitive Business, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Company's service mark "Glass Nickel Pizza Co®" and such other trade names, trademarks, service marks, trade dress, designs, graphics, logos, emblems, insignia, fascia, slogans, drawings and other commercial symbols as the Company designates to be used in connection with Glass Nickel Pizza Restaurants or the Company's uniform standards, methods, procedures and specifications for the establishment and operation of Glass Nickel Pizza Restaurants.

b) During the term of Individual's relationship with Franchisee and Company and for a period of two (2) years thereafter, regardless of the cause of termination, Individual shall not, directly or indirectly, for themselves or through, on behalf of or in conjunction with, any person, persons, partnership, corporation, limited liability company or other business entity, carry on, be engaged in or take part in, render services to, or own or share in the

earnings of any Competitive Business located within a 25-mile radius of any Glass Nickel Pizza Restaurant located anywhere within the United States without the express written consent of Company.

4. Reasonableness of Restrictions

Individual acknowledges that each of the terms set forth herein, including the restrictive covenants, is fair and reasonable and is reasonably required for the protection of Franchisee, Company, and Company's Trade Secrets and other Confidential Information, the Company's business system, network of franchises and trade and service marks, and Individual waives any right to challenge these restrictions as being overly broad, unreasonable or otherwise unenforceable. If, however, a court of competent jurisdiction determines that any such restriction is unreasonable or unenforceable, then Individual shall submit to the reduction of any such activity, time period or geographic restriction necessary to enable the court to enforce such restrictions to the fullest extent permitted under applicable law. It is the desire and intent of the parties that the provisions of this Agreement shall be enforced to the fullest extent permissible under the laws and public policies applied in any jurisdiction where enforcement is sought.

5. Relief for Breaches of Confidentiality, Non-Solicitation and Non-Competition

Individual further acknowledges that an actual or threatened violation of the covenants contained in this Agreement will cause Franchisee and Company immediate and irreparable harm, damage and injury that cannot be fully compensated for by an award of damages or other remedies at law. Accordingly, Franchisee and Company shall be entitled, as a matter of right, to an injunction from any court of competent jurisdiction restraining any further violation by Individual of this Agreement without any requirement to show any actual damage or to post any bond or other security. Such right to an injunction shall be cumulative and in addition to, and not in limitation of, any other rights and remedies that Franchisee and Company may have at law or in equity.

6. Miscellaneous

a) This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof. This Agreement supersedes any prior agreements, negotiations and discussions between Individual and Franchisee. This Agreement cannot be altered or amended except by an agreement in writing signed by the duly authorized representatives of the parties.

b) Except to the extent this Agreement or any particular dispute is governed by the U.S. Trademark Act of 1946 or other federal law, this Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin (without reference to its conflict of laws principles). References to any law refer also to any successor laws and to any published regulations for such law as in effect at the relevant time. References to a governmental agency also refer to any regulatory body that succeeds the function of such agency.

c) Any action brought by either party, shall only be brought in the appropriate state or federal court located in or serving Dane County, Wisconsin. The parties waive all questions of personal jurisdiction or venue for the purposes of carrying out this provision. Claims for injunctive relief may be brought by Company where Franchisee is located. This exclusive choice of jurisdiction and venue provision shall not restrict the ability of the parties to confirm or enforce judgments or arbitration awards in any appropriate jurisdiction.

d) Individual agrees if any legal proceedings are brought for the enforcement of this Agreement, in addition to any other relief to which the successful or prevailing party may be entitled, the successful or prevailing party shall be entitled to recover attorneys' fees, investigative fees, administrative fees billed by such party's attorneys, court costs and all expenses, including, without limitation, all fees, taxes, costs and expenses incident to arbitration, appellate, and post-judgment proceedings incurred by the successful or prevailing party in that action or proceeding.

e) This Agreement shall be effective as of the date this Agreement is executed and shall be binding upon the successors and assigns of Individual and shall inure to the benefit of the Company, Franchisee and their subsidiaries, successors and assigns.

f) The failure of either party to insist upon performance in any one (1) or more instances upon performance of any terms and conditions of this Agreement shall not be construed a waiver of future performance of any such term, covenant or condition of this Agreement and the obligations of either party with respect thereto shall continue in full force and effect.

g) The paragraph headings in this Agreement are included solely for convenience and shall not affect, or be used in connection with, the interpretation of this Agreement.

h) In the event that any part of this Agreement shall be held to be unenforceable or invalid, the remaining parts hereof shall nevertheless continue to be valid and enforceable as though the invalid portions were not a part hereof.

i) This Agreement may be modified or amended only by a written instrument duly executed by Individual, Franchisee and Company.

j) The existence of any claim or cause of action Individual might have against Franchisee or Company will not constitute a defense to the enforcement by Franchisee or Company of this Agreement.

k) Except as otherwise expressly provided in this Agreement, no remedy conferred upon Franchisee or Company pursuant to this Agreement is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given pursuant to this Agreement or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power or remedy pursuant to this Agreement shall preclude any other or further exercise thereof.

INDIVIDUAL CERTIFIES THAT HE OR SHE HAS READ THIS AGREEMENT CAREFULLY, AND UNDERSTANDS AND ACCEPTS THE OBLIGATIONS THAT IT IMPOSES WITHOUT RESERVATION. NO PROMISES OR REPRESENTATIONS HAVE BEEN MADE TO SUCH PERSON TO INDUCE THE SIGNING OF THIS AGREEMENT.

IN WITNESS WHEREOF, Franchisee has caused this Agreement to be executed by its duly authorized officer, and Individual has executed this Agreement, all being done in duplicate originals with one (1) original being delivered to each party as of the day and year first above written.

WITNESS:

_____

GN INDEPENDENTS, INC.:

By:_____

Its:_____

INDIVIDUAL:

Signature:_____

Printed Name:_____

EXHIBIT 2(b) TO THE FRANCHISE AGREEMENT/EMPLOYEE

NON-DISCLOSURE AGREEMENT
(RECIPIENTS OF TRADE SECRETS)

This "Agreement," made as of the ____ day of _____, 20____, is by and between _____, ("Franchisee") (d/b/a a GLASS NICKEL PIZZA CO. Franchise) and _____ ("Individual").

W I T N E S S E T H:

WHEREAS, Franchisee is a party to that certain GN Independents, Inc. Franchise Agreement ("Franchise Agreement") by and between Franchisee and GN Independents, Inc. ("Company"); and

WHEREAS, Individual's execution of this Agreement is a mandatory condition of employment, or any further employment, with Franchisee; Franchisee will not employ, or continue to employ, Individual in the absence of Individual's execution of this Agreement; and

WHEREAS, Franchisee desires Individual to have access to or to review certain Trade Secrets and other Confidential Information, which are more particularly described below; and

WHEREAS, Individual understands the necessity of not disclosing any Trade Secrets or other Confidential Information or using such information to compete against Company, Franchisee or any other franchisee of Company in any business (i) that offers or provides (or grants franchises or licenses to others to operate a business that offers or provides) pizza, pasta or other Italian food products or (ii) in which Trade Secrets and other Confidential Information (as defined below) could be used to the disadvantage of Franchisee, Company, or Company's other franchisees (hereinafter, "Competitive Business").

NOW, THEREFORE, as a mandatory condition of employment, or further employment, and in consideration of the mutual promises and undertakings set forth herein, and intending to be legally bound hereby, the parties hereby mutually agree as follows:

1. Trade Secrets and Confidential Information

Individual understands Franchisee possesses and will possess Trade Secrets and other Confidential Information that are important to its business.

a) For the purposes of this Agreement, a "Trade Secret" is information in any form (including, but not limited to, policy and procedure manuals, training guides, recipes, materials and techniques, technical or non-technical data, formulas, patterns, compilations, programs, devices, methods, techniques, drawings, processes, financial data, financial plans, product plans, passwords, lists of actual or potential customers or suppliers) related to or used in Franchisee's business as a Glass Nickel Pizza Restaurant that is not commonly known by or available to the public and that information: (i) derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

b) For the purposes of this Agreement, "Confidential Information" means technical and non-technical information, to the extent it is not a Trade Secret, used in or related to Franchisee's business as a Glass Nickel Pizza Restaurant, that is not commonly known by or available to the public. In addition, any other information identified as confidential when delivered by Franchisee shall be deemed Confidential Information. Confidential Information shall not include, however, any information that: (i) is now or subsequently becomes generally available to the public through no fault of Individual; (ii) Individual can demonstrate was rightfully in its possession, without

obligation of nondisclosure, prior to disclosure pursuant to this Agreement; (iii) is independently developed without the use of any Confidential Information; or (iv) is rightfully obtained from a third party who has the right, without obligation of nondisclosure, to transfer or disclose such information.

c) Any information expressly designated by Company or Franchisee as "Trade Secrets" or "Confidential Information" shall be deemed such for all purposes of this Agreement, but the absence of designation shall not relieve Individual of his or her obligations hereunder in respect of information otherwise constituting Trade Secrets or Confidential Information. Individual understands Franchisee's providing of access to the Trade Secrets and other Confidential Information creates a relationship of confidence and trust between Individual and Franchisee with respect to the Trade Secrets and other Confidential Information.

2. <u>Confidentiality/Non-Disclosure</u>

a) Individual shall not, without the prior consent of Franchisee's owners, directly or indirectly, on Individual's own behalf or in the service of or on behalf of another, access, use, or disclose, or permit the access, use, or disclosure of, any Trade Secrets, for so long as they remain Trade Secrets. If Individual has previously been employed by Franchisee, Individual represents and warrants that Individual has not previously accessed, used, or disclosed any Trade Secrets in a manner that would have been prohibited by this Agreement had this Agreement been in effect during the entire period of Individual's employment.

b) For so long as Individual is employed by Franchisee, and for a period of two (2) years after the separation of employment for any reason, Individual shall not, without the prior consent of Franchisee's owners, directly or indirectly, on Individual's own behalf or in the service of or on behalf of another, access, use, or disclose, or permit the access, use, or disclosure of, any Confidential Information, whether Individual had such Confidential Information in memory or embodied in writing or other physical, electronic, or other form, where such access, use, or disclosure of Confidential Information would reasonably be considered to be useful to Individual or any third party to engage in unfair competition against Franchisee. To avoid any doubt, Individual acknowledges that Individual is not authorized to be in possession, custody, or control of any Franchisee property at any time after the separation of employment including, but not limited to, Confidential Information and Trade Secrets, irrespective whether in electronic or other form, and irrespective whether the two (2) year restrictive period applicable to Confidential Information remains in effect.

c) Individual agrees to take all reasonable measures within Individual's control to prevent the unauthorized access, use, or disclosure of Trade Secrets and Confidential Information by Individual or anyone else.

d) Franchisee is entitled to communicate Individual's obligations under this Agreement to any third party in Franchisee's discretion regardless of whether Individual or any of its affiliates or assigns becomes an investor, partner, joint venture, broker, distributor or the like in a Glass Nickel Pizza Restaurant.

3. <u>Reasonableness and Divisibility of of Restrictions</u>

a) Individual acknowledges that in the course of employment with Franchisee, Individual will have unique access to Trade Secrets, Confidential Information, and Franchisee's goodwill and that such access could not be fully and collectively obtained by Individual except through employment with Franchisee and that Franchisee and Company would be irreparably harmed if Individual accesses, uses, or discloses such Trade Secrets or Confidential Information, uses Franchisee's goodwill, or engages in conduct in breach of this Agreement. Individual further acknowledges that Franchisee has a bona fide reasonable interest in protecting itself against unfair competition by Individual.

b) Individual agrees that the restrictions set forth in this Agreement are founded on valuable consideration, are reasonable in duration and territorial scope, are not unreasonable to Individual or the general public,

and are minimally necessary to protect the legitimate interests of Franchisee from unfair competition. . Finally, Individual acknowledges that federal and state law prohibits Individual from engaging in certain conduct that may overlap some of the restrictive covenants contained in this Agreement. This Agreement does not affect or modify the application of those laws or lessen Individual's duty to comply with those laws. It is the desire and intent of the parties that the provisions of this Agreement shall be enforced to the fullest extent permissible under the laws and public policies applied in any jurisdiction where enforcement is sought.

4. Relief for Breaches of Confidentiality

Individual acknowledges that an actual or threatened violation of the covenants contained in this Agreement will cause Franchisee and Company immediate and irreparable harm, damage and injury that cannot be fully compensated for by an award of damages or other remedies at law. Accordingly, Franchisee and Company shall be entitled, as a matter of right, to an injunction from any court of competent jurisdiction restraining any further violation by Individual of this Agreement without any requirement to show any actual damage or to post any bond or other security. Such right to an injunction shall be cumulative and in addition to, and not in limitation of, any other rights and remedies that Franchisee and Company may have at law or in equity.

5. Franchisee and Company Property

Individual acknowledges that Individual is not authorized to be in possession, custody, or control of any Franchisee or Company property including but not limited to Trade Secrets and Confidential Information except as required in the performance of Individual's job duties during Individual's employment with Franchisee. Individual represents and warrants that immediately upon the separation of employment for any reason or earlier upon demand from Franchisee or Company, Individual will return to Franchisee all property of Franchisee and Company that was in Individual's possession, custody, or control by virtue of employment without keeping, copying, or disclosing the same.

6. Miscellaneous

a) This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof. This Agreement supersedes any prior agreements, negotiations and discussions between Individual and Franchisee. This Agreement cannot be altered or amended except by an agreement in writing signed by the duly authorized representatives of the parties.

b) Except to the extent this Agreement or any particular dispute is governed by the U.S. Trademark Act of 1946 or other federal law, this Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin (without reference to its conflict of laws principles). References to any law refer also to any successor laws and to any published regulations for such law as in effect at the relevant time. References to a governmental agency also refer to any regulatory body that succeeds the function of such agency.

c) Any action brought by either party, shall only be brought in the appropriate state or federal court located in or serving Dane County, Wisconsin. The parties waive all questions of personal jurisdiction or venue for the purposes of carrying out this provision. Claims for injunctive relief may be brought by Company where Franchisee is located. This exclusive choice of jurisdiction and venue provision shall not restrict the ability of the parties to confirm or enforce judgments or arbitration awards in any appropriate jurisdiction.

d) If Franchisee seeks injunctive or any other legal or equitable relief with regard to any breach, or threatened breach, by Individual of any term of this Agreement, and substantially recovers any of such relief requested, Individual shall be required to reimburse Franchisee all of its attorneys' fees, court costs, and other expenses incurred in obtaining that relief, even if other relief requested by the Franchisee is denied.

e) This Agreement shall be effective as of the date this Agreement is executed and shall be

binding upon the successors and assigns of Individual and shall inure to the benefit of Franchisee, its subsidiaries, successors and assigns. Company is an intended third-party beneficiary of this Agreement with the independent right to enforce the confidentiality covenant provisions contained herein.

f) The failure of either party to insist upon performance in any one (1) or more instances upon performance of any terms and conditions of this Agreement shall not be construed a waiver of future performance of any such term, covenant or condition of this Agreement and the obligations of either party with respect thereto shall continue in full force and effect.

g) The paragraph headings in this Agreement are included solely for convenience and shall not affect, or be used in connection with, the interpretation of this Agreement.

h) In the event that any part of this Agreement shall be held to be unenforceable or invalid, the remaining parts hereof shall nevertheless continue to be valid and enforceable as though the invalid portions were not a part hereof.

i) This Agreement may be modified or amended only by a written instrument duly executed by Individual, Franchisee and Company.

j) The existence of any claim or cause of action Individual might have against Franchisee or Company will not constitute a defense to the enforcement by Franchisee or Company of this Agreement.

k) Except as otherwise expressly provided in this Agreement, no remedy conferred upon Franchisee or Company pursuant to this Agreement is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given pursuant to this Agreement or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power or remedy pursuant to this Agreement shall preclude any other or further exercise thereof.

INDIVIDUAL CERTIFIES THAT HE OR SHE HAS READ THIS AGREEMENT CAREFULLY, AND UNDERSTANDS AND ACCEPTS THE OBLIGATIONS THAT IT IMPOSES WITHOUT RESERVATION. NO PROMISES OR REPRESENTATIONS HAVE BEEN MADE TO SUCH PERSON TO INDUCE THE SIGNING OF THIS AGREEMENT.

THE PARTIES ACKNOWLEDGE THAT THE COMPANY IS A THIRD PARTY BENEFICIARY TO THIS AGREEMENT AND THAT THE COMPANY SHALL BE ENTITLED TO ENFORCE THIS AGREEMENT WITHOUT THE COOPERATION OF THE FRANCHISEE. INDIVIDUAL AND FRANCHISEE AGREE THAT THIS AGREEMENT CANNOT BE MODIFIED OR AMENDED WITHOUT THE WRITTEN CONSENT OF THE COMPANY.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Franchisee has caused this Agreement to be executed by its duly authorized officer, and Individual has executed this Agreement, all being done in duplicate originals with one (1) original being delivered to each party as of the day and year first above written.

WITNESS:

_____

FRANCHISEE:

By:_____

Its:_____

INDIVIDUAL:

Signature:_____

Printed Name:_____

EXHIBIT 3 TO THE FRANCHISE AGREEMENT

UNLIMITED GUARANTY AND ASSUMPTION OF OBLIGATIONS

THIS UNLIMITED GUARANTY AND ASSUMPTION OF OBLIGATIONS is given this _____ day of ___ , 20____, by _____ _____.

In consideration of, and as an inducement to, the execution of that certain Franchise Agreement of even date herewith ("Agreement") by GN Independents, Inc. ("Franchisor"), each of the undersigned hereby personally and unconditionally guarantees to Franchisor and its successors and assigns, for the term of the Agreement and thereafter as provided in the Agreement, that _____ ("Franchisee") shall punctually pay and perform each and every undertaking, agreement and covenant set forth in the Agreement. Each of the undersigned shall be personally bound by, and personally liable for, Franchisee's breach of any provision in the Agreement, including those relating to monetary obligations and obligations to take or refrain from taking specific actions or engaging in specific activities, such as those contemplated by Sections 6, 7 and 17 of the Agreement. Each of the undersigned waives: (a) acceptance and notice of acceptance by Franchisor of the foregoing undertakings; (b) notice of demand for payment of any indebtedness or non-performance of any obligations hereby guaranteed; (c) protest and notice of default to any party with respect to the indebtedness or non-performance of any obligations hereby guaranteed; (d) any right it may have to require that an action be brought against Franchisee or any other person as a condition of liability; and (e) any and all other notices and legal or equitable defenses to which it may be entitled.

Each of the undersigned consents and agrees that: (a) its direct and immediate liability under this Guaranty shall be joint and several; (b) it shall render any payment or performance required under the Agreement upon demand if Franchisee fails or refuses punctually to do so; (c) such liability shall not be contingent or conditioned upon pursuit by Franchisor of any remedies against Franchisee or any other person or entity; and (d) such liability shall not be diminished, relieved or otherwise affected by any extension of time, credit or other indulgence which Franchisor may from time to time grant to Franchisee or to any other person including, without limitation, the acceptance of any partial payment or performance, or the compromise or release of any claims, none of which shall in any way modify or amend this Guaranty, which shall be continuing and irrevocable during the term of the Agreement.

This Guaranty represents the entire agreement and understanding of these parties concerning the subject matter hereof, and supersedes all other prior agreements, understandings, negotiations and discussions, representations, warranties, commitments, proposals, offers and contracts concerning the subject matter hereof, whether oral or written.

Successors and Assigns; Death of Guarantor. This Guaranty shall be binding upon Guarantor and his or her heirs, executors, administrators, successors and assigns and shall inure to the benefit of Franchisor and its successors, endorsees, transferees and assigns. Without limiting any other provision hereof, Guarantor expressly agrees that Guarantor's death shall not serve as a revocation of or otherwise affect the guaranty made hereunder and that Guarantor's estate and heirs shall continue to be liable hereunder with respect to any Guaranteed Obligations created or arising after Guarantor's death.

The validity, interpretation and enforcement of this Guaranty and any dispute arising out of the relationship between Guarantor and Franchisor, whether in contract, tort, equity or otherwise, shall be governed by the internal laws of the State of Wisconsin (without giving effect to principles of conflicts of law).

Guarantor hereby irrevocably consents and submits to the non-exclusive jurisdiction of the Courts of the State of Wisconsin and the United States District Court located in or serving Dane County, Wisconsin and waives any objection based on venue or forum non conveniens with respect to any action instituted therein arising under this Guaranty or any of the other Franchising Agreements or in any way connected with or related or incidental to the dealings of Guarantor

and Franchisor in respect of this Guaranty or any of the other Franchising Agreements or the transactions related hereto or thereto, in each case whether now existing or hereafter arising and whether in contract, tort, equity or otherwise, and agrees that any dispute arising out of the relationship between Guarantor or Franchisee and Franchisor or the conduct of any such persons in connection with this Guaranty, the other Franchising Agreements or otherwise shall be heard only in the courts described above (except that Franchisor shall have the right to bring any action or proceeding against Guarantor or his or her property in the courts of any other jurisdiction which Franchisor deems necessary or appropriate in order to realize on any collateral at any time granted by Franchisee or Guarantor to Franchisor or to otherwise enforce its rights against Guarantor or his or her property).

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

PERSONAL GUARANTOR

_____
Personally and Individually (Printed Name)

_____
Personally and Individually (Signature)

HOME ADDRESS

_____
_____
_____
_____

TELEPHONE NO.:_____
PERCENTAGE OF OWNERSHIP
IN FRANCHISEE:_____%

PERSONAL GUARANTOR

_____
Personally and Individually (Printed Name)

_____
Personally and Individually (Signature)

HOME ADDRESS

_____
_____
_____
_____

TELEPHONE NO.:_____
PERCENTAGE OF OWNERSHIP
IN FRANCHISEE:_____%

PERSONAL GUARANTOR

_____
Personally and Individually (Printed Name)

_____
Personally and Individually (Signature)

HOME ADDRESS

_____
_____
_____
_____

TELEPHONE NO.:_____
PERCENTAGE OF OWNERSHIP
IN FRANCHISEE:_____%

PERSONAL GUARANTOR

_____
Personally and Individually (Printed Name)

_____
Personally and Individually (Signature)

HOME ADDRESS

_____
_____
_____
_____

TELEPHONE NO.:_____
PERCENTAGE OF OWNERSHIP
IN FRANCHISEE:_____%

PERSONAL GUARANTOR

_____

Personally and Individually (Printed Name)

_____

Personally and Individually (Signature)

HOME ADDRESS

_____

_____

_____

_____

TELEPHONE NO.:_____

PERCENTAGE OF OWNERSHIP

IN FRANCHISEE:_____%

PERSONAL GUARANTOR

_____

Personally and Individually (Printed Name)

_____

Personally and Individually (Signature)

HOME ADDRESS

_____

_____

_____

_____

TELEPHONE NO.:_____

PERCENTAGE OF OWNERSHIP

IN FRANCHISEE:_____

EXHIBIT 4 TO THE FRANCHISE AGREEMENT

LEASE RIDER

This Lease Rider ("Rider") is dated the ___ day of_____, by and between _____ ("Landlord") and _____ ("Tenant")

RECITALS

Tenant is a franchisee of GN Independents, Inc. ("Franchisor"), a Wisconsin corporation and franchisor of pizza restaurants operating under the trade name Glass Nickel Pizza®, and has agreed with the Franchisor to operate a Glass Nickel Pizza® restaurant on the Leased Premises pursuant to a Franchise Agreement, as it may be amended from time to time ("Franchise Agreement"). The Franchisor is not a party to this Lease, but has the desire to be granted the right to take an assignment of the Lease in the case of Tenant's Default. Landlord and Tenant are providing the Franchisor the following rights under the Lease:

AGREEMENT

1. Assignment. Tenant does not have the right to sublease or assign the Lease to any third party without Franchisor's written approval. Tenant has the right to assign its interests in the Lease to Franchisor or Franchisor's affiliates, at any time during the term of the Lease, including any extensions or renewals, without first obtaining Landlord's consent. Provided, however, such assignment will not be effective until Franchisor or its designated affiliate provides Landlord with written notice of its acceptance of the assignment. If Franchisor elects to assume the Lease under this Lease Rider, or unilaterally assumes the Lease as provided in paragraphs 2 or 3 below, Landlord and Tenant agree that (i) Tenant will remain liable for the responsibilities and obligations owed to Landlord prior to the date of assignment and assumption, and (ii) Franchisor will have the right to sublease the Leased Premises to another franchisee, provided the franchisee agrees to operate the restaurant as a Glass Nickel Pizza® restaurant pursuant to a franchise agreement with Franchisor. Franchisor or its affiliate will be responsible for the lease obligations incurred after the effective date of the assignment.

2. Default and Notice.

a. If Tenant defaults or is in violation of the terms of the Lease, Landlord agrees to provide Tenant and Franchisor with written notice of such default or violation. Upon a default by Tenant, the Franchisor is provided the right (at Franchisor's election) for a period ending 15 days after the expiration of any default cure period provided in _____of the Lease, to notify Landlord that it intends to cure the default and unilaterally assume Tenant's interest in the lease.

b. Landlord agrees to provide Franchisor copies of any changes to the lease, amendments and assignments, and of all notices (including notices of default) the Landlord sends to Tenant relating to the Lease or the Leased Premises. Landlord agrees to send all notices to Franchisor by registered or certified mail, postage prepaid, to the following address:

GN Independents, Inc.
2916 Atwood Avenue
Madison, WI 53704
Attention: Megan Nicholson
megan@gnpizza.com

3. Termination or Expiration. Upon the termination or expiration of the Franchise Agreement, Franchisor has the right (but not the obligation) to unilaterally assume Tenant's interest in the lease. Upon the expiration or termination of the Lease, Landlord agrees to cooperate and allow Franchisor to enter the Leased Premises, no later than 30 days after expiration or termination, without cost or without being guilty of trespass, to remove all signs, awnings and all other items identifying the Leased Premises as a Glass Nickel Pizza® restaurant and to make such other modifications as are reasonably necessary to distinguish the Leased Premises from a Glass Nickel Pizza® restaurant. In the event Franchisor exercises its option to purchase assets of Tenant, Landlord agrees to permit Franchisor to remove all such assets being purchased by Franchisor.

4. Miscellaneous.

a. Landlord acknowledges that the provisions of this Lease Rider are required pursuant to the Franchise Agreement and that Tenant may not lease the Leased Premises to operate a Glass Nickel Pizza® restaurant without this Lease Rider.

b. Landlord acknowledges that Tenant is not an agent of Franchisor and Tenant has no authority or power to act for, or to create any liability on behalf of, or to in any way bind Franchisor.

c. No amendment or variation of the terms of this Lease Rider will be valid unless made in writing and signed by Tenant, Landlord and Franchisor. Franchisor is an intended third-party beneficiary of this Lease Rider.

IN WITNESS WHEREOF, the parties execute this Lease Rider as of this ___ day of _____, _____.

LANDLORD:	TENANT:
_____	_____
_____	_____
By:	By:
Its:	Its:

COLLATERAL ASSIGNMENT OF LEASE

FOR VALUE RECEIVED, the undersigned ("Franchisee") assigns and transfers to GN Independents, Inc., a Wisconsin corporation ("Assignee"), all of its right, title and interest as tenant in the lease attached as Exhibit 1 ("Lease") for premises with a street address of _____("Leased Premises").

This Collateral Assignment of Lease is for collateral purposes only and except as specified herein, Assignee will have no liability or obligation of any kind arising from or relating to this Collateral Assignment of Lease unless Assignee takes possession of the Leased Premises and assumes Franchisee's obligations under the terms of the Lease and a certain Franchise Agreement dated _____("Franchise Agreement").

Franchisee represents and warrants to Assignee that it has full power and authority to assign the Lease and its interest therein and that it has not previously (and is not obligated to) assign or transfer any of its interest in the Lease or the Leased Premises to any other entity.

Upon Franchisee's default under the Lease or the Franchise Agreement, or in the event of a default by Franchisee under any document or instrument relating to the Franchise Agreement, Assignee will have the right to take possession of the Leased Premises, expel Franchisee from the Leased Premises and, in such event, Franchisee will have no further right, title or interest in the Lease.

Franchisee agrees that it will not allow or permit any surrender, termination, amendment or modification of the Lease without Assignee's prior written consent. During the term of the Franchise Agreement and any renewals thereto, Franchisee will elect and exercise all options to extend the term or renew the Lease not less than thirty (30) days before the last day that such option must be exercised, unless Assignee otherwise agrees in writing.

ASSIGNEE:
GN Independents, Inc.

_____
By:
Its:

FRANCHISEE:
_____

_____
By:
Its:

EXHIBIT 5 TO THE FRANCHISE AGREEMENT

GIFT CARD PARTICIPATION AGREEMENT

This Gift Card Participation Agreement (the "Participation Agreement") between the franchisee identified below ("Franchisee") and GN Independents, Inc. ("Franchisor"), authorizes Franchisee to participate in its stored value card program ("Program") along with Franchisor and other franchisees of Glass Nickel Pizza® restaurants as part of Franchisor's system ("System").

Under the Program, Franchisee may issue and re-load stored value cards bearing the Glass Nickel Pizza® logo (each a "Card"). Franchisor may also sell Cards, which may be in physical or digital form. The recipient of a Card may purchase products and services at any Glass Nickel Pizza® restaurant. Franchisee shall retain any monies received upon a sale of a Card, subject to Franchisee's obligations to reimburse other franchisees for redemptions of such Card sold by Franchisee. If a Card issued by Franchisee is redeemed at another Glass Nickel Pizza® restaurant owned by another franchisee, Franchisee will be obligated to reimburse that other franchisee. The obligation to reimburse other franchisees is based upon the amount redeemed and the reimbursement obligation is imposed on Franchisee *even if Franchisee issues the Card as a charitable donation, at a discount, as a means of reimbursing a dissatisfied customer or rewarding an employee, instead of receiving full price*. Franchisor shall reimburse Franchisee to the extent that a Card issued by Franchisor is redeemed at Franchisee's location.

Franchisor may use a third-party vendor such as Valutech, the Microworks PRiSM POS system or another replacement system to issue and track the sale and redemption of Cards in the System. Franchisor or its vendor will reconcile reimbursement obligations among System franchisees by creating a reconciliation report on an annual basis. If such annual reconciliation report shows Franchisee is obligated to reimburse one or more other System franchisees for net amounts of Card reimbursements during the previous year, Franchisee will make such reimbursements to such System franchisees within five (5) business days of receipt of the reconciliation report. Franchisee will also be entitled to receive reimbursements from other System franchisees, if the annual reconciliation report shows that such franchisees are obligated to reimburse Franchisee for net amounts of Card reimbursements during the previous year. Franchisee acknowledges that other System franchisees are intended third-party beneficiaries of this Agreement and have the right to enforce the reimbursement obligations. Cards may not be redeemed for cash, unless expressly required by law, and may only be used to purchase goods at Glass Nickel Pizza® restaurants. All Cards are subject to federal regulations for the issuance and redemption of gift cards, as well as such rules and regulations that are adopted by the Franchisor or its vendor, including but not limited to rules and regulations specifically applicable to the issuance and redemption of promotional cards.

Franchisee may request Franchisor to deliver blank Cards for utilization in the Program. Franchisee shall comply with all process and procedures related to the Program, which Franchisor may establish from time to time. Franchisee shall follow protocol for loading or re-loading a Card and report the amount loaded onto the Card. Sales of Cards are accounted for in Franchisee's daily "Master Total" on the POS, but is not included in daily total sales or royalty sales. When a Card is redeemed by Franchisee (whether issued by Franchisee or another System franchisee), however, such redemption is included in daily total sales and royalty sales of Franchisee. Franchisee shall maintain its Microworks PRiSM POS and any other equipment or software required by Franchisor for participation in the Program. Franchisee shall redeem each Card presented by a Card holder as payment for goods and will deliver the goods promised to the Card holder, regardless of whether Franchisee sold or reloaded the Card being used. If Franchisee issues a Card, and the Card is redeemed in its entirety with Franchisee, there is no obligation to reimburse other franchisees.

This Agreement shall remain in place as long as the Program remains in operation; provided, however, that Franchisor may terminate this Agreement at any time and require Franchisee to enter a new agreement to govern the

Program.

IN WITNESS WHEREOF, the parties agree to the foregoing effective as of_____, 20__.

GN INDEPENDENTS, INC.	[FRANCHISEE]
_____	_____
By:	By:
Its:	Its:

EXHIBIT 6 TO FRANCHISE AGREEMENT

PIZZA WITH PURPOSE PARTICIPATION AGREEMENT

This Pizza With Purpose Participation Agreement (the "Participation Agreement") between the franchisee identified below ("Franchisee") and GN Independents, Inc. ("Franchisor"), authorizes Franchisee to participate in its Pizza With Purpose charitable program ("Program") along with other franchisees of Glass Nickel Pizza® restaurants as part of Franchisor's system ("System").

Beginning in 2025, Franchisor initiated the Program for its franchisees, under which each franchisee agrees to donate five cents ($.05) from the sale of every Glass Nickel Pizza® to local non-profits, schools and community organizations. Franchisee agrees to continue to participate in the Program, subject to the following terms and conditions:

- During the term of its participation in the Program, Franchisee agrees to donate five cents ($.05) for every pizza sold by Franchisee to local non-profits, schools and community organizations within Franchisee's territory, as selected by Franchisee. Franchisor has the right to veto a specific proposed donation from the Program if Franchisor determines that the proposed use of the funds will not align with brand values.
- Franchisor uses monthly reports from Microworks POS to record the total number of pizzas from each franchise location, then calculates the monthly PWP funds to be contributed based on 5 cents per pizza. The Pizza With Purpose funds are withdrawn by Franchisor each month from Franchisee's account via ACH. These funds are held in a designated PWP account for Franchisee's later use. Franchisee will email Franchisor's accounting when Franchisee is ready to send PWP funds to its chosen local organization. The funds will be moved via ACH into the Franchisee's account for the Franchisee to pay the organization directly.
- To the extent that Franchisee wishes to take charitable deductions for income tax purposes with respect to its Pizza With Purpose donations, Franchisee is solely responsible for obtaining documentation required by the IRS or other tax authorities to establish its eligibility for such charitable deductions.
- This Agreement shall remain in place as long as the Program remains in operation; provided, however, that Franchisor may terminate this Agreement at any time and/or require Franchisee to enter a new agreement to governing the Program.

IN WITNESS WHEREOF, the parties agree to the foregoing effective as of_____, 20__.

GN INDEPENDENTS, INC.	[FRANCHISEE]
_____	_____
By:	By:
Its:	Its:

EXHIBIT 7 TO THE FRANCHISE AGREEMENT

HOLDERS OF LEGAL OR BENEFICIAL INTEREST IN FRANCHISEE; OFFICERS, DIRECTORS, MANAGERS AND TRUSTEES

Holders of Legal or Beneficial Interest:

Name:_____
Position/Title:_____
Home Address:_____
_____
_____
Telephone No.:_____
E-mail address:_____
Percentage of ownership: _____%

Name:_____
Position/Title:_____
Home Address:_____
_____
_____
Telephone No.:_____
E-mail address:_____
Percentage of ownership _____%

Name:_____
Position/Title:_____
Home Address:_____
_____
_____
Telephone No.:_____
E-mail address:_____
Percentage of ownership: _____%

Name:_____
Position/Title:_____
Home Address:_____
_____
_____
Telephone No.:_____
E-mail address:_____
Percentage of ownership _____%

Name:_____
Position/Title:_____
Home Address:_____
_____
_____
Telephone No.:_____
E-mail address:_____
Percentage of ownership: _____%

Name:_____
Position/Title:_____
Home Address:_____
_____
_____
Telephone No.:_____
E-mail address:_____
Percentage of ownership _____%

Officers and Directors:

Name:_____
Position/Title:_____
Home Address:_____
_____
_____
Telephone No.:_____
E-mail address:_____

Name:_____
Position/Title:_____
Home Address:_____
_____
_____
Telephone No.:_____
E-mail address:_____

Name:_____
Position/Title:_____
Home Address:_____
_____
_____
Telephone No.:_____
E-mail address:_____

Name:_____
Position/Title:_____
Home Address:_____
_____
_____
Telephone No.:_____
E-mail address:_____

EXHIBIT 8 TO THE FRANCHISE AGREEMENT

CONSENT TO AGREEMENT
RELATED TO CYBER INSURANCE

THIS CONSENT AGREEMENT RELATED TO CYBER INSURANCE (this "Agreement"), dated this ___ day of _____, 20___, is entered into by and between GN Independents, Inc., having its principal place of business at 2916 Atwood Avenue, Madison, Wisconsin 53704 ("Franchisor"), and the franchisee identified below ("Franchisee").

W I T N E S S E T H :

WHEREAS, Franchisor and Franchisee are parties to that certain Franchise Agreement, as the same may be amended or renewed from time to time, for a Franchised Restaurant at the Approved Location (the "Franchise Agreement").

WHEREAS, Franchisor is purchasing cyber insurance for itself for purposes which include protecting Franchisor in the event of loss of confidential information due to a data breach and other events related to a computer system attack or outage, which events have the potential to result in significant costs and negatively impact Franchisor's Marks or System ("Franchisor's Cyber Insurance Policy").

WHEREAS, Franchisor's Cyber Insurance Policy may also, with the consent of its franchisees, allow it to take actions, and manage and cover certain costs related to an actual or alleged data breach occurring at any Glass Nickel Pizza Restaurant by responding in a coordinated manner, which includes covering certain costs to investigate, handle public relations, provide notification to applicable authorities, entities, and individuals on behalf of Franchisor and/or its franchisees, provide credit monitoring, and obtain legal representation (collectively, "Breach Response").

WHEREAS, this centrally coordinated Breach Response will help to ensure a unified approach and defend the Franchisor's Marks and System.

NOW, THEREFORE, Franchisor and Franchisee, intending to be legally bound, agree as follows:

1. Defined Terms. Capitalized terms that are not defined in this Agreement shall have the meanings ascribed to them in the Franchise Agreement.

2. Acknowledgement. Franchisor and Franchisee acknowledge and agree that neither Franchisor's Cyber Insurance Policy nor the Breach Response act to provide any coverage, indemnification, hold harmless, or duty to defend franchisees, including Franchisee, for or from any third party or regulatory claims or liability, contractual obligations (such as card network fees and assessments), government fines and assessments, cyber extortion, data restoration and business interruption, replacement of solen funds, or any other losses or liabilities.

3. Consent. Franchisee hereby consents to allow Franchisor, and/or its agents, and its and their attorneys and forensic specialists (collectively, "Franchisor and/or Franchisor's Agents"),

to conduct an investigation of Franchisee's Franchised Restaurant and computer network in connection with a Breach Response, including: (i) communication and collaborating with third parties (such as payment card brands, acquirers, service providers, and law enforcement); and (ii) if Franchisor determines that findings from the Breach Response warrant, providing notification to individuals involved (such as employees of Franchisee or customers) and any applicable state attorneys general or similar agencies.

4. Cooperation. Franchisee hereby agrees to act reasonably and in good faith with Franchisor and/or Franchisor's Agents with respect to any Breach Response, including, but not limited to, promptly providing any information reasonably requested, and providing Franchisor and/or Franchisor's Agents access to all systems in Franchisee's computer network, including, but not limited to, computers, servers, point-of-sale, and other devices.. Franchisee also agrees to allow Franchisor and/or Franchisor's Agents to communicate and coordinate with any insurance company which provides Breach Response and/or other cyber insurance to Franchisee.

5. Existing Obligations. Neither this Agreement nor any actions taken by Franchisor and/or Franchisor's Agents shall in any way modify the Franchise Agreement or waive any rights or obligations contained therein. This Agreement also does not negate any insurance coverage that Franchisee may have under a Franchisor sponsored insurance program.

6. Term. The term of this Agreement shall commence upon the date of this Agreement and, unless terminated as set forth below, shall expire three (3) years beyond the expiration or earlier termination of the Franchise Agreement. Notwithstanding the foregoing, Franchisor may terminate this Agreement at any time upon written notice to Franchisee in the event that Franchisor discontinues or materially modifies Franchisor's Cyber Insurance Policy. Unless terminated upon written notice from Franchisor, the terms of this Agreement shall survive and apply in the event of a scenario where the underlying occurrence in a Breach Response occurred prior to the expiration or earlier termination of the Franchise Agreement.

7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin.

8. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of each party's successors and permitted assigns pursuant to the Franchise Agreement.

9. Authority. Each individual executing this Agreement on behalf of any party expressly represents and warrants that such person has authority to execute and bind the party on whose behalf the individual is signing to the terms of this Agreement.

10. Counterparts. This Agreement may be executed in one or more original or electronic counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one single original Agreement. A signed copy of this Agreement delivered by facsimile, email, DocuSign, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties, intending to be legally bound, have duly executed this Agreement as of the date first set forth above.

GN INDEPENDENTS, INC.:

By:_____

Name:_____

Title:_____

FRANCHISEE:_____
(type/print name)

By:_____

Name:_____

Title:_____

[or, if an individual]

Signed:_____

Name printed:_____

EXHIBIT 9 TO THE FRANCHISE AGREEMENT

MULTI-STATE ADDENDA

FOR THE STATE OF ILLINOIS

This Addendum to the Franchise Agreement is agreed to this ___ day of _____, 20___, between GN Independents, Inc. and _____.

1. In recognition of the requirements of the Illinois Franchise Disclosure Act, 815 ILCS 705, the Franchise Agreement for GN Independents, Inc. shall be amended as follows:

- Section 3.1 of the Franchise Agreement shall be amended to add:
  All Franchise Fees payable by Illinois Franchisees will be held in an escrow account until Franchisor has completed all of its pre-opening obligations and you have opened for business and are operational. A copy of the escrow agreement is on file with the Office of the Illinois Attorney General.

- Sections 4.2, 8.3 and 18.2 are amended to add:

  No general release shall be required as a condition of renewal, termination and/or transfer that is intended to require Franchisee to waive compliance with the Illinois Franchise Disclosure Act, 815 ILCS 705.

- Sections 16.2, 17 and 23 of the Franchise Agreement shall be amended to add:

  The conditions under which the Franchise Agreement can be terminated and Franchisee's rights upon non-renewal, as well as the application by which Franchisee must bring any claims, may be governed by the Illinois Franchise Disclosure Act, 815 ILCS 705/19 and 705/20.

- Sections 23.1 and 23.2 of the Franchise Agreement are amended to add:

  The Franchise Agreement will be governed by Illinois Law. Jurisdiction and venue for court litigations shall be in Illinois. Any provision in the Franchise Agreement that designates jurisdiction or venue in a forum outside the State is void, provided that a Franchise Agreement may provide for arbitration in a forum outside of Illinois.

- Section 23.4 of the Franchise Agreement shall be amended to add:

  No action for liability under the Illinois Franchise Disclosure Act shall be maintained unless brought before the expiration of three (3) years after the act or transaction constituting the violation upon which it is based, the expiration of one (1) year after Franchisee becomes aware of facts or circumstances reasonably indicating that he may have a claim for relief in respect to conduct governed by the Act, or ninety (90) days after delivery to the Franchisee of a written notice disclosing the violation, whichever shall first expire.

- Section 23.6 is deleted in its entirety.

2. Each provision of this Addendum shall be effective only to the extent that the jurisdictional requirements of the Illinois Franchise Disclosure Act are met independent of this Addendum. To the extent this Addendum shall be deemed to be inconsistent with any terms or conditions of said Franchise Agreement or exhibits or attachments thereto, the terms of this Addendum shall govern.

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum, and understands and consents to be bound by all of its terms.

GN INDEPENDENTS, INC.: Franchisee:_____

By: _____ By: _____

Title:_____ Title: _____

FOR THE STATE OF INDIANA

This Addendum to the Franchise Agreement is agreed to this ___ day of _____, 20___, between GN Independents, Inc. and _____ _____.

1. In recognition of the requirements of the Indiana Deceptive Franchise Practices Law, IC 23-2.2.7 and the Indiana Franchise Disclosure Law, IC 23-2-2-2.5, the Franchise Agreement for GN Independents, Inc. shall be amended as follows:

- Sections 4.2.9, 8.3 and 18.2.3 of the Franchise Agreement do not provide for a prospective general release of claims against Franchisor that may be subject to the Indiana Deceptive Franchise Practices Law or the Indiana Franchise Disclosure Law.
- Section 16 of the Franchise Agreement is amended to prohibit unlawful unilateral termination of a franchise unless there is a material violation of the Franchise Agreement and termination is not in bad faith.
- Section 17.2 of the Franchise Agreement is amended subject to Indiana Code 23-2-2.7-1(9) to provide that post-term non-competitor covenants shall have a geographical limitation of the territory granted to Franchisee.
- Section 21.3 is amended to provide that Franchisee will not be required to indemnify Franchisor for any liability imposed upon Franchisor as a result of Franchisee's reliance upon or use of procedures or products which were required by Franchisor, if such procedures or products were utilized by Franchisee in the manner required by Franchisor.
- Section 23.1 is amended to provide that in the event of a conflict of law, the Indiana Franchise Disclosure Law, IC 23-2-2.5, and the Indiana Deceptive Franchise Practices Law will prevail.
- Section 23.2 of the Franchise Agreement is amended to provide that Franchisee may commence litigation in Indiana for any cause of action under Indiana law.
- Section 23.7 is amended to provide that arbitration between Franchisor and Franchisee, shall be conducted in Indiana or at a mutually agreed upon location.

2. Each provision of this Addendum shall be effective only to the extent that the jurisdictional requirements of the Indiana Law applicable to the provisions are met independent of this Addendum. To the extent this Addendum shall be deemed to be inconsistent with any terms or conditions of said Franchise Agreement or exhibits or attachments thereto, the terms of this Addendum shall govern.

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum, and understands and consents to be bound by all of its terms.

GN INDEPENDENTS, INC.: Franchisee:_____

_____

By: _____ By: _____

_____

Title:_____ Title: _____

_____

FOR THE STATE OF MINNESOTA

This Addendum to the Franchise Agreement is agreed to this ___ day of _____, 20___, between GN Independents, Inc. and _____.

1. In recognition of the Minnesota Franchise Law, Minn. Stat., Chapter 80C, Sections 80C.01 through 80C.22, and the Rules and Regulations promulgated pursuant thereto by the Minnesota Commission of Securities, Minnesota Rule 2860.4400, et. seq., the parties to the attached Franchise Agreement agree as follows:

- Sections 4.2 and 16.2 shall be amended to add that with respect to franchises governed by Minnesota Law, the Franchisor will comply with the Minnesota Franchise Law which requires, except in certain specified cases, that a Franchisee be given 90 days notice of termination (with 60 days to cure) and 180 days notice of non-renewal of the Agreement.

- Sections 4.2.9, 5.2, 5.5, 5.7, 8.3, 18.2.3 and 18.2.6 do not provide for a prospective general release of any claims against Franchisor which may be subject to the Minnesota Franchise Law. Minn. Rule 2860.4400D prohibits a franchisor from requiring a franchisee to assent to a general release.

- Section 6.4shall be amended to add that as required by Minnesota Franchise Act, Franchisor will reimburse Franchisee for any costs incurred by Franchisee in the defense of Franchisee's right to use the Marks, so long as Franchisee was using the Marks in the manner authorized by Franchisor, and so long as Franchisor is timely notified of the claim and is given the right to manage the defense of the claim including the right to compromise, settle or otherwise resolve the claim, and to determine whether to appeal a final determination of the claim.

- Section 23.4 of the Franchise Agreement shall be amended to state that any claim concerning the Franchised Restaurant or this Agreement or any related agreement will be barred unless an arbitration or an action for a claim that cannot be the subject of arbitration is commenced within three (3) years from the date on which Franchisee or Franchisor knew or should have known, in the exercise of reasonable diligence, of the facts giving rise to or the claim.

- Section 23.5 is deleted in its entirety.

- Section 23.6 is deleted in its entirety.

- Minn. Stat. §80C.21 and Minn. Rule 2860.4400J prohibit Franchisor from requiring litigation to be conducted outside Minnesota. In addition, nothing in the Disclosure Document or Franchise Agreement can abrogate or reduce any of Franchisee's rights as provided for in Minnesota Statutes, Chapter 80C, or Franchisee's rights to any procedure, forum or remedies provided for by the laws of the jurisdiction.

2. Each provision of this Addendum shall be effective only to the extent that the jurisdictional requirements of the Minnesota Franchise Law applicable to the provisions are met independent of this Addendum. To the extent this Addendum shall be deemed to be inconsistent with any terms or conditions of said Franchise Agreement or exhibits or attachments thereto, the terms of this Addendum shall govern.

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum, and understands and consents to be bound by all of its terms.

GN INDEPENDENTS, INC.: Franchisee:_____

By: _____ By: _____

Title:_____ Title: _____

FOR THE STATE OF NORTH DAKOTA

This Addendum to the Franchise Agreement is agreed to this ___ day of _____, 20___, between GN Independents, Inc. and _____

1. The North Dakota Securities Commission requires that certain provisions contained in the Agreement be amended to be consistent with North Dakota Law, including the North Dakota Franchise Investment Law, North Dakota Century Code Addendum, Chapter 51-19, Sections 51-19-01 *et seq.* Such provisions in the Agreement are hereby amended as follows:

- Under Sections 4.2.9, 5.2, 5.5, 5.7, 8.3, 18.2.3 and 18.2.6 of the Franchise Agreement, the execution of a general release upon renewal, transfer or as a condition of receipt of a refund of a portion of the Franchise Fee following termination, shall be inapplicable to franchises operating under the North Dakota Franchise Investment Law to the extent that such a release excludes claims arising under the North Dakota Franchise Investment Law.

- Section 7 of the Franchise Agreement is amended to add that the prevailing party in any enforcement action is entitled to recover all costs and expenses including attorney's fees.

- Sections 17.1.5 and 17.1.6 shall be amended to state:

  If Franchisor or Franchisee is required to enforce this Agreement via judicial or arbitration proceedings, the prevailing party shall be entitled to reimbursement of its costs, including reasonable accounting and legal fees in connection with such proceeding.

- Section 17.2 is amended to add that covenants not to compete upon termination or expiration of the Franchise Agreement are generally unenforceable in the State of North Dakota except in limited instances as provided by law.

- Section 23.1 shall be amended to state that in the event of a conflict of laws, to the extent required by the North Dakota Franchise Investment Law, the provision of North Dakota Law shall prevail.

- Section 23.2 of the Franchise Agreement is amended to add that any action may be brought in the appropriate state or federal court in North Dakota with respect to claims under the North Dakota Franchise Investment Law.

- Section 23.4 of the Franchise Agreement shall be amended to state that the statute of limitations under North Dakota Law will apply.

- Sections 23.5 and 23.6 of the Franchise Agreement shall be deleted in their entireties.

- Section 23.7 of the Franchise Agreement shall be amended to state that arbitration involving a franchise purchased in North Dakota must be held either in a location mutually agreed upon prior to the arbitration, or if the parties cannot agree on a location, the arbitrator will determine the location.

2. Each provision of this Addendum shall be effective only to the extent that the jurisdictional requirements of the North Dakota Law applicable to the provisions are met independent of this Addendum. To the extent this Addendum shall be deemed to be inconsistent with any terms or conditions of said Franchise Agreement or exhibits or attachments thereto, the terms of this Addendum shall govern.

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum, and understands and consents to be bound by all of its terms.

GN INDEPENDENTS, INC.: Franchisee:_____

_____

By: _____ By: _____

_____

Title:_____ Title: _____

FOR THE STATE OF WISCONSIN

This Addendum to the Franchise Agreement is agreed to this ___ day of _____, 20___, between GN Independents, Inc. and _____ to amend and revise said Franchise Agreement as follows:

1. The Wisconsin Fair Dealership Law Title XIV-A Ch. 135, Sec. 135.01-135.07 will supersede any conflicting terms of the Franchise Agreement.

2. This provision of this Addendum shall be effective only to the extent that the jurisdictional requirements of the Wisconsin Fair Dealership Law applicable to the provisions are met independent of this Addendum. To the extent this Addendum shall be deemed to be inconsistent with any terms or conditions of said Franchise Agreement or exhibits or attachments thereto, the terms of this Addendum shall govern.

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum, and understands and consents to be bound by all of its terms.

GN INDEPENDENTS, INC.: Franchisee:_____

_____

By: _____ By: _____

_____

Title:_____ Title: _____

_____

GN INDEPENDENTS, INC.

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EXHIBIT C TO THE DISCLOSURE DOCUMENT

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GN INDEPENDENTS, INC.

FINANCIAL STATEMENTS

EXHIBIT D TO THE DISCLOSURE DOCUMENT

vrakas
cpas+advisors

GN Independents, Inc.
Madison, Wisconsin

Vrakas S.C. consents to the use in the Franchise Disclosure Document issued by GN Independents, Inc. (the "Franchisor") on July 31, 2026, of our report dated July 30, 2026, relating to our audit of the financial statements of the Franchisor for the year ended December 31, 2025.

Vrakas S.C.

Middleton, Wisconsin
July 31, 2026

GN INDEPENDENTS, INC.

FINANCIAL STATEMENTS

DECEMBER 31, 2025, 2024 AND 2023

WITH INDEPENDENT AUDITORS' REPORT

vrakás

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vrakas cpas+advisors

INDEPENDENT AUDITORS' REPORT

To the Board of Directors
GN Independents, Inc.

Opinion

We have audited the accompanying financial statements of GN Independents, Inc. (the Company), which comprise the balance sheet as of December 31, 2025, and the related statements of income, stockholders' equity and cash flows for the year then ended, and the related notes to the financial statements.

In our opinion, the 2025 financial statements referred to above present fairly, in all material respects, the financial position of the Company as of December 31, 2025, and the results of its operations and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America (GAAP).

Basis for Opinion

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

Prior Period Financial Statements

The financial statements of the Company as of and for the years ended December 31, 2024 and 2023 were audited by other auditors whose report dated June 26, 2025 expressed an unmodified opinion on those statements.

Responsibilities of Management for the Financial Statements

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

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

Auditors' Responsibilities for the 2025 Audit of the Financial Statements

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

In performing an audit in accordance with GAAS, we:

- exercise professional judgment and maintain professional skepticism throughout the audit.
- identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.
- evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

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

Vrakas S.C.

Middleton, Wisconsin
July 30, 2026

GN Independents, Inc.
Balance Sheets
December 31, 2025, 2024 and 2023

	2025	2024	2023
ASSETS			
CURRENT ASSETS			
Cash	$ 188,275	$ 160,270	$ 319,128
Investments	223,191	161,533	-
Franchisee receivables	20,414	19,926	16,043
Prepaid expenses	-	5,193	5,026
TOTAL CURRENT ASSETS	431,880	346,922	340,197
PROPERTY AND EQUIPMENT			
Office equipment	23,547	18,324	13,177
Leasehold improvements	101,087	101,087	101,087
TOTAL PROPERTY AND EQUIPMENT	124,634	119,411	114,264
Less - accumulated depreciation	28,980	18,932	6,015
NET PROPERTY AND EQUIPMENT	95,654	100,479	108,249
TOTAL ASSETS	$ 527,534	$ 447,401	$ 448,446
LIABILITIES AND STOCKHOLDERS' EQUITY			
CURRENT LIABILITIES			
Accounts payable and other accrued expense	$ 27,119	$ 38,659	$ 39,435
Accrued payroll	8,257	7,064	4,375
Current portion of former stockholders' note payable	34,016	33,007	32,033
TOTAL CURRENT LIABILITIES	69,392	78,730	75,843
FORMER STOCKHOLDERS' NOTE PAYABLE, less current portion	199,644	233,660	266,667
STOCKHOLDERS' EQUITY			
Common stock	50	50	56
Additional paid-in capital	254,631	254,631	360,433
Note receivable from stockholder	-	-	(110,814)
Treasury stock	(599,950)	(599,950)	(599,950)
Retained earnings	603,767	480,280	456,211
TOTAL STOCKHOLDERS' EQUITY	258,498	135,011	105,936
TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY	$ 527,534	$ 447,401	$ 448,446

The accompanying notes are an integral part of these statements.

GN Independents, Inc.

Statements of Income

For the Years Ended December 31, 2025, 2024 and 2023

	2025	2024	2023
REVENUES	$ 904,607	$ 840,248	$ 843,917
OPERATING EXPENSES			
Labor	291,997	276,362	253,906
Advertising expenses	193,185	163,821	162,974
Professional fees	85,595	66,965	73,571
Other operating expenses	54,507	46,837	18,994
TOTAL OPERATING EXPENSES	625,284	553,985	509,445
INCOME FROM OPERATIONS	279,323	286,263	334,472
OTHER INCOME (EXPENSES)			
Interest income	2,151	12,307	7,404
Miscellaneous income	1,583	4,149	3,597
Investment income	22,979	-	-
Interest expense	(7,549)	(8,523)	(9,444)
TOTAL OTHER INCOME (EXPENSES)	19,164	7,933	1,557
NET INCOME	$ 298,487	$ 294,196	$ 336,029

The accompanying notes are an integral part of these statements.

GN Independents, Inc.

Statements of Stockholders' Equity

For the Years Ended December 31, 2025, 2024 and 2023

	Common stock*	Additional paid-in capital	Note receivable from stockholder	Treasury stock**	Retained earnings	Total
BALANCES AS OF JANUARY 1, 2023	$ 50	$ 240,349	$ -	$ (499,950)	$ 312,558	$ 53,097
Net income	-	-	-	-	336,029	336,029
Note receivable from stockholder	6	119,994	(120,000)	-	-	-
Collections on note receivable from stockholder	-	-	9,186	-	-	9,186
Contingent payment for treasury stock	-	-	-	(100,000)	-	(100,000)
Distributions to stockholders	-	-	-	-	(192,376)	(192,376)
BALANCES AS OF DECEMBER 31, 2023	56	360,343	(110,814)	(599,950)	456,211	105,936
Net income	-	-	-	-	294,196	294,196
Collections on note receivable from stockholder	-	-	5,006	-	-	5,006
Distribution to stockholders	-	-	-	-	(270,127)	(270,127)
Repurchase of common stock	(6)	(105,802)	105,808	-	-	-
BALANCES AS OF DECEMBER 31, 2024	50	254,541	-	(599,950)	480,280	135,011
Net income	-	-	-	-	298,487	298,487
Distribution to stockholders	-	-	-	-	(175,000)	(175,000)
BALANCES AS OF DECEMBER 31, 2025	$ 50	$ 254,541	$ -	$ (599,950)	$ 603,767	$ 258,498

*Common stock, $0.01 par value, 10,000,000 shares authorized, 10,000 shares issued as of December 31, 2025 and 2024, 10,560 shares issued as of December 31, 2023, 5,000 shares outstanding as of December 31, 2025 and 2024, 5,560 shares outstanding as of December 31, 2023.

**Treasury stock, 5,000 shares of common stock held in treasury as cost as of December 31, 2025, 2024 and 2023.

The accompanying notes are an integral part of these statements.

GN Independents, Inc.

Statements of Cash Flows

For the Years Ended December 31, 2025, 2024 and 2023

	2025	2024	2023
CASH FLOWS FROM OPERATING ACTIVITIES			
Net income	$ 298,487	$ 294,196	$ 336,029
Add (deduct)			
Depreciation	10,048	12,917	1,965
Net unrealized gains on investments	(15,154)	-	-
Realized gains, dividends and interest income from investments reinvested	(9,976)	-	-
Interest income paid-in-kind	-	(4,854)	-
Change in cash and cash equivalents due to changes in			
Franchisee receivables	(488)	(3,883)	6,873
Prepaid expenses	5,193	(167)	23
Accounts payable and other accrued expenses	(11,540)	(776)	32,151
Accrued payroll	1,193	2,689	625
NET CASH FLOW - OPERATING ACTIVITIES	277,763	300,122	377,666
CASH FLOWS FROM INVESTING ACTIVITIES			
Purchases of investments	(230,000)	(156,679)	-
Proceeds from sale of investments	193,472	-	-
Purchases of property and equipment	(5,223)	(5,147)	(105,661)
NET CASH FLOW - INVESTING ACTIVITIES	(41,751)	(161,826)	(105,661)
CASH FLOWS FROM FINANCING ACTIVITIES			
Contingent payment for treasury stock	-	-	(100,000)
Distributions to stockholders	(175,000)	(270,127)	(192,376)
Collections on note receivable from stockholder	-	5,006	9,186
Payments on former stockholders' note payable	(33,007)	(32,033)	(31,087)
NET CASH FLOWS - FINANCING ACTIVITIES	(208,007)	(297,154)	(314,277)
NET CHANGE IN CASH	28,005	(158,858)	(42,272)
CASH			
Beginning of year	160,270	319,128	361,400
End of year	$ 188,275	$ 160,270	$ 319,128
ADDITIONAL INFORMATION			
Interest paid	$ 7,549	$ 8,523	$ 9,444
Forgiveness of note receivable from stockholder in exchange for repurchase of common stock	$ -	$ 105,808	$ -
Issuance of common stock in exchange for note receivable from stockholder	$ -	$ -	$ 120,000

The accompanying notes are an integral part of these statements.

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of business - GN Independents, Inc. (the "Company") is a regional franchisor of pizza restaurants doing business as Glass Nickel Pizza Co. (Glass Nickel). The Company is registered to sell franchises in several Midwestern states; however, to date, the Company has only sold franchises in Wisconsin. These restaurants are operated in accordance with a system established by the Company. In addition, the Company assists with location selection for new restaurants, designs and supervises the construction of new restaurants and coordinates advertising campaigns for franchisees. The Company had ten franchisee restaurants operating as of December 31, 2025 and nine franchisee restaurants operating as of December 31, 2024 and 2023. Future revenues are dependent on the health of the Wisconsin food service industry, which is generally tied to consumer demographics and spending habits.

Accounting estimates - The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America (GAAP) requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Actual results could differ from those estimates.

Subsequent events - The financial statements include management's evaluation of the events and transaction occurring subsequent events to December 31, 2025 through July 30, 2026, which is the date the financial statements were available to be issued.

Cash - The Company maintains its cash in Federal Deposit Insurance Corporation (FDIC) insured banks. The FDIC provides limited insurance on cash deposits. At times, the Company's cash deposits may exceed the FDIC insurance limit; however, the Company does not expect to experience any losses on its cash deposits.

Franchisee receivables - The Company extends unsecured credit to its franchisees in the ordinary course of business but mitigates the associated credit risk by performing credit checks and actively pursuing past due accounts. Franchisee receivables are due by the end of the following week to which the activity relates. The Company does not charge finance charges on receivables past due. Collections from franchisees are continuously monitored and an allowance for credit losses is maintained. In determining the allowance for credit losses, the Company applies a practical expedient under GAAP which assumes that current economic conditions as of the balance sheet date do not change for the remaining lives of the receivables. The Company determines its allowance for credit losses based on any specific customer collection issues and aggregate historical collection experience adjusted for collection activity from the balance sheet date through the date that the financial statements were available to be issued. Bad debt provisions are added to the allowance and write-offs are charged against the allowance when the related receivables are determined to be uncollectible. There were no bad debt provisions or write-offs in 2025, 2024 and 2023. Management determined no allowance for credit losses was needed as of December 31, 2025, 2024 and 2023.

Property and equipment - Property and equipment are stated at cost, less accumulated depreciation. Major expenditures for property and equipment are capitalized. Maintenance, repairs, and minor renewals are expensed as incurred. When assets are retired or otherwise disposed of, their costs and related accumulated depreciation are removed from the accounts and resulting gains or losses are included in earnings. Depreciation is computed using the straight-line method over estimated useful lives. The estimated useful life used for office equipment is five years. The Company's leasehold improvements relate to space that is owned by related parties (see Note 3). Leaseholds are depreciated over estimated useful lives of fifteen years, rather than the lease term. The unamortized balance of leaseholds was $81,431 and the remaining economic life of the leaseholds was thirteen years as of December 31, 2025.

Long-lived assets - The Company annually considers whether the indicators of impairment of long-lived assets held for use are present. If such indicators are present, the Company determines whether the sum of the estimated undiscounted future cash flows attributable to such assets is less than their carrying amounts, and if so, the Company would recognize an impairment loss based on the excess of the carrying amounts over their fair values. Management determined that no indicators of impairment were present as of December 31, 2025, 2024 or 2023.

Leases - The Company would record right-of-use (ROU) assets and related lease liabilities for any lease commitments with terms greater than 12 months as of the lease commencement dates. ROU assets and lease liabilities are not recorded for short-term leases with terms less than 12 months as of the lease commencement dates. Lease costs associated with short-term leases are expensed as incurred.

Revenue recognition - The majority of the Company's revenues are generated from charging its franchisees royalty and advertising fees. Royalty and advertising fee revenues are recognized when the related restaurant revenues are earned by the franchisees (reported weekly). Under the franchise agreements between the Company and the franchisees, royalty fees can range from 2% to 4% of the franchisees' restaurant revenues and advertising fees are equal to 1% of the franchisees' restaurant revenues. Advertising expenses are recorded at the same time as the related advertising fees as the timing coincides with when the Company assumes an obligation to spend these franchisee funds. These advertising expenses are recorded as a component of selling expenses. The advertising fees and related expenses are recorded on a gross basis as management determined the Company acts as a principal in relation to these transactions since the Company obtains control of the funds from the franchisees and has discretion as to how and when the contributions will be spent on qualifying advertising costs.

Franchise fees may be charged by the Company under the franchise agreements between the Company and the franchisees for new franchisees, existing franchisees opening a new location or existing franchisees transferring a location to a different franchisee. Franchise fees are generally be due upon the opening of a new location or the effective date of any location transfer. Revenues are recognized ratably over the term of the related franchise agreement. Franchise fee revenues were insignificant in 2025, 2024 and 2023.

The Company also generates revenue from the sale of advertising space within their franchisee restaurant locations and on store menus. These revenues are recognized ratably over the length of the underlying advertising agreements and represent approximately 5% of total revenues in 2025, 2024 and 2023.

Cooperative advertising funds - Cooperative funds are used to advertise and promote the Glass Nickel franchise and its image. The fund is increased as advertising expenses are recognized which coincides with when the related franchisee advertising fee revenues are recognized (see revenue recognition section above). The fund is reduced as cooperative advertising costs are incurred.

To the extent advertising costs incurred exceed franchisee advertising fees collected, the excess is funded by the Company and recognized as additional advertising expense in the period incurred rather than recording assets for such excess expenditures as its the Company's policy to not seek reimbursement for such excess through future franchisee advertising fees. To the extent advertising costs incurred are less than franchisee advertising fees collected, it is the Company's policy to retain the collected costs surplus to use for advertising costs in future periods. Advertising costs incurred exceeded franchisee advertising fees collected in 2025, 2024 and 2023. There was no cooperative advertising fund surplus as of December 31, 2025, 2024 and 2023.

Income taxes - The Company elected S Corporation status under the provisions of the Internal Revenue Code. Accordingly, taxable income or loss, tax credits, and other related tax attributes are passed through to the personal income tax returns of the Company's stockholders. Accordingly, no provision for income taxes has been made on the financial statements.

With few exceptions, the Company is no longer subject to federal income tax examinations by tax authorities for the years before 2022 and state income tax examinations for years before 2021. The Company analyzed the requirements for accounting for uncertain tax positions, and determined that it was not required to record a liability related to uncertain tax positions as of December 31, 2025, 2024 and 2023.

Related party entities - The Company has business activities with certain related party entities (see Note 3). The Company applies an accounting alternative provided by GAAP under which private companies may elect to not apply variable interest entity (VIE) guidance to legal entities under common control if certain requirements are met. The Company determined it satisfies the requirements provided by this accounting alternative and therefore, has not considered whether the related party entities discussed at Note 3 meet the requirements for consolidation under VIE guidance.

Fair value measurement - GAAP establishes a framework for measuring fair value for assets and liabilities that are required to be recorded at fair value. That framework provides a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets and liabilities (level 1 measurements) and the lowest priority to unobservable inputs (level 3 measurements). The three levels of the fair value hierarchy are described as follows:

Level 1 - Valuation is based upon quoted prices in active markets for identical assets and liabilities.

Level 2 - Valuation is based upon other significant observable inputs (including quoted prices for similar assets and liabilities).

Level 3 - Valuation is based upon significant unobservable inputs (including the Company's assumptions in determining the fair value of assets and liabilities).

Reclassifications - Certain prior year amounts in the financial statements have been reclassified to conform with the current year presentation.

2. INVESTMENTS

The Company's investments are considered trading investments that are reported at fair value. The Company classifies its investments as level 1 investments under the fair value hierarchy as of December 31, 2025, and its investments in certificates of deposit as level 2 investments under the fair value hierarchy as of December 31, 2024.

A summary of the Company's investments and a reconciliation of their costs to fair value are as follows:

	As of December 31, 2025			
	Cost	Gross unrealized gains	Gross unrealized losses	Fair value
Mutual funds	$ 72,789	$10,466	$ -	$ 83,255
Corporate and municipal bonds	69,447	659	-	70,106
Other	65,801	4,029	-	69,830
	$208,037	$15,154	$ -	$223,191

	As of December 31, 2024			
	Cost	Gross unrealized gains	Gross unrealized losses	Fair value
Certificates of deposit	$161,533	$ -	$ -	$161,533
	$161,533	$ -	$ -	$161,533

3. RELATED PARTY TRANSACTIONS

The Company receives administrative support from Madison Dough Boys, Inc. d/b/a Glass Nickel Pizza Co. (MDB). MDB is a related party franchisee owned by the stockholders and two former stockholders of the Company. The Company redeemed the common stock held by these two former stockholders in 2022 (partially financed with a former stockholders' note payable - see Note 4). The redemption agreement also provided for additional consideration contingent on the Company achieving certain financial milestone as defined in the agreement. The financial milestones were achieved and a final payout of $100,000 was made to the former stockholders in 2023.

Royalty and advertising fees from MDB were $248,168 in 2025, $251,424 in 2024 and $255,879 in 2023. Amounts due to / from MDB were insignificant as of December 31, 2025, 2024 and 2023.

The Company has a second related party franchisee that is partially owned by stockholders of the Company. Royalty and advertising fee revenues from this related party franchisee were $72,934 in 2025, $60,411 in 2024, and $46,758 in 2023. Amounts due to / due from this related party franchisee were insignificant as of December 31, 2025, 2024 and 2023.

In February 2025, a new related party franchisee location opened that is partially owned by the stockholders of the Company. Royalty and advertising fee revenues from this related party franchisee were $38,495 in 2025. Amounts due to / due from this related party franchisee were insignificant as of December 31, 2025.

The Company issued 560 shares to an employee of the Company in exchange for a $120,000 promissory note in 2023. The note carried a 3.84% interest rate and required monthly payments of $1,206 over a 10 year period. The balance of the note was $110,814 as of December 31, 2023 and was presented in the accompanying 2023 balance sheet as a reduction of stockholders' equity. In July 2024, the Company redeemed and retired these shares, which provided for the forgiveness of the remaining note balance.

The Company rents space under a month-to-month lease with a related party entity. Lease costs were $12,000 in 2025, $11,000 in 2024, and $6,000 in 2023.

4. FORMER STOCKHOLDERS' NOTE PAYABLE

The former stockholders' note payable was used to finance the redemption of certain shares of the Company's common stock. The note is due in monthly principal and interest payments of $3,380 through April 2032. The note bears interest at 3.00%.

Future maturities of the note as of December 31, 2025 are as follows:

2026	$ 34,016
2027	35,051
2028	36,117
2029	37,215
2030	38,347
Thereafter	52,914
	$233,660

GN INDEPENDENTS, INC.

EXHIBIT E TO DISCLOSURE DOCUMENT

FRANCHISEE ACKNOWLEDGEMENT

Applicant: _____

Address: _____

Territory: _____

1. I received the Franchise Disclosure Document of GN Independents, Inc. for the state of Wisconsin at my first personal meeting with GN Independents, Inc., and have had at least fourteen (14) days since that first personal meeting before executing the Franchise Agreement with GN Independents, Inc., or paying any monies to GN Independents, Inc..

2. Except for fill-in-the-blank provisions or negotiated changes that I initiated, I received a copy of the Franchise Agreement executed contemporaneously with this Franchisee Acknowledgement at least seven (7) days before signing the Franchise Agreement.

3. I have signed and returned the acknowledgement of receipt for the Franchise Disclosure Document given to me by GN Independents, Inc..

4. I have received no statements, promises, guarantees or assurances relative to earnings, revenues, profits or projected revenues for the Glass Nickel Pizza® Restaurant that I would operate pursuant to the Franchise Agreement from GN Independents, Inc., or any of its representatives. If I am purchasing an existing Glass Nickel Pizza® Restaurant, I am relying solely on any representations made by the seller as part of that sale.

5. I have received no promises, guarantees or assurances regarding the grant of any additional Glass Nickel Pizza® Restaurant franchises.

6. I understand that operating Glass Nickel Pizza® Restaurant involves risks and that the success of my business will depend largely upon my ability and me.

Dated this ____ day of _____, 20___.

GN INDEPENDENTS, INC.

_____
By:

[FRANCHISEE]

By_____

By_____

By_____

5.

GN INDEPENDENTS, INC.

MULTI-STATE ADDENDA

EXHIBIT F TO THE DISCLOSURE DOCUMENT

ADDENDUM TO THE
GN INDEPENDENTS, INC.
FRANCHISE DISCLOSURE DOCUMENT

FOR THE STATE OF ILLINOIS

- For choice of law purposes, and for the interpretation and construction of the Franchise Agreement, the Illinois Franchise Disclosure Act, 815 ILCS 705 governs.

- No action for liability under the Illinois Franchise Disclosure Act shall be maintained unless brought before the expiration of 3 years after the act or transaction constituting the violation upon which it is based, the expiration of 1 year after the franchisee becomes aware of facts or circumstances reasonably indicating that he may have a claim for relief in respect to conduct governed by the Act, or 90 days after delivery to the franchisee of a written notice disclosing the violation, whichever shall first expire.

- Illinois law governs the Franchise Agreement (without regard to conflict of laws), and jurisdiction and venue for court litigation shall be in Illinois.

- Any provision in the Franchise Agreement requiring a general release is void to the extent that such provision requires a waiver of compliance with the Illinois Franchise Disclosure Act.

- Any provision in the Franchise Agreement that designates jurisdiction or venue in a forum outside the State of Illinois is void, provided that a Franchise Agreement may provide for arbitration in a forum outside of Illinois.

ITEM 5 of the is amended to add the following:

- All franchise fees payable by Illinois Franchisees will be held in an escrow account until Franchisor has completed all of its pre-opening obligations and you have opened for business and are operational. A copy of the escrow agreement is on file with the Office of the Illinois Attorney General.

ITEM 17 of the Disclosure Document is amended to add the following:

- The conditions under which a franchise can be terminated and your rights upon non-renewal may be affected by Sections 705/19 and 20 of the Illinois Franchise Disclosure Act of 1987, Ill. Rev. Stat. Ch. 815 Par. 705/1 – 705/44.

- The Illinois Franchise Disclosure Act provides that any provision in the Franchise Agreement which designates jurisdiction or venue in a forum outside of Illinois is void with respect to any cause of action which otherwise is enforceable in Illinois.

FOR THE STATE OF INDIANA

1. ITEM 8 of the Disclosure Document is amended to add the following:

   - Under Indiana Code Section 23-2-2.7-1(4), the franchisor will not obtain money, goods, services, or any other benefit from any other person with whom the franchisee does business, on account of, or in relation to, the transaction between the franchisee and the other person, other than for compensation for services rendered by the franchisor, unless the benefit is promptly accounted for, and transmitted by the franchisee.

2. ITEMS 6 and 9 of the Disclosure Document is amended to add the following:

   - The franchisee will not be required to indemnify franchisor for any liability imposed upon franchisor as a result of franchisee's reliance upon or use of procedures or products which were required by franchisor, if such procedures or products were utilized by franchisee in the manner required by franchisor.

3. ITEM 17 of the Disclosure Document is amended to add the following:

   - Indiana Code 23-2-2.7-1(7) makes unlawful unilateral termination of a franchise unless there is a material violation of the Franchise Agreement and termination is not in bad faith.

   - Indiana Code 23-2-2.7-1(5) prohibits a prospective general release of claims subject to the Indiana Deceptive Franchise Practices Law.

   - ITEM 17(r) is amended subject to Indiana Code 23-2-2.7-1(9) to provide that the post-term non-competition covenant shall have a geographical limitation of the territory granted to franchisee.

   - ITEM 17(u) is amended to provide that arbitration between a franchisee and franchisor will be conducted in Indiana or a site mutually agreed upon.

   - ITEM 17(v) is amended to provide that franchisees will be permitted to commence litigation in Indiana for any cause of action under Indiana law.

   - ITEM 17(w) is amended to provide that in the event of a conflict of law, Indiana Law governs any cause of action which arises under the Indiana Disclosure Law or the Indiana Deceptive Franchise Practices Act.

FOR THE STATE OF MICHIGAN

1. 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.

- A prohibition of the right of a Franchisee to join an association of Franchisees.

- 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.

- A provision that permits a Franchisor to terminate a franchise prior to the expiration of this 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.

- 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: (a) the term of the franchise is less than 5 years, and (b) 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.

- 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.

- 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 or litigation, to conduct arbitration or litigation at a location outside this state.

- A provision which permits a Franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause. The 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:

    - The failure of the proposed transferee to meet the Franchisor's then-current reasonable qualifications or standards.

- The fact that the proposed transferee is a competitor of the Franchisor or Subfranchisor.

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

- 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.

- 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 and has failed to cure the breach in the manner provided in ITEM 17 (g).

- 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 a provision has been made for providing the required contractual services.

2. If the Franchisor's most recent financial statements are unaudited and show a net worth of less than $100,000.00 the Franchisee may request the Franchisor to arrange for the escrow of initial investment and other funds paid by the Franchisee until the obligations, if any, of the Franchisor to provide real estate, improvements, equipment, inventory, training or other items included in the franchise offering are fulfilled. At the option of the Franchisor, a surety bond may be provided in place of escrow.

3. THE FACT THAT THERE IS A NOTICE OF THIS OFFERING ON FILE WITH THE ATTORNEY GENERAL DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENFORCEMENT BY THE ATTORNEY GENERAL.

4. Any questions regarding this notice should be directed to:

State of Michigan
Consumer Protection Division
Attention: Franchise Bureau
670 Law Building
Lansing, MI 48913
(517) 373-3800

FOR THE STATE OF MINNESOTA

1. ITEM 13 of the Disclosure Document is amended as follows:

   - As required by the Minnesota Franchise Act, Minn. Stat. Sec. 80C.12(g), Franchisor will reimburse the Franchisee for any costs incurred by the Franchisee in the defense of the Franchisee's right to use the Marks, so long as the Franchisee was using the Marks in the manner authorized by Franchisor, and so long as Franchisor is timely notified of the claim and is given the right to manage the defense of the claim including the right to compromise, settle or otherwise resolve the claim, and to determine whether to appeal a final determination of the claim.

2. ITEM 17 of the Disclosure Document is amended as follows:

   - With respect to franchises governed by Minnesota law, the Franchisor will comply with Minn. Stat. Sec. 80C.14, Subds. 3, 4 and 5 which require, except in certain specified cases, that a Franchisee be given 90 days notice of termination (with 60 days to cure) and 180 days notice of non-renewal of the Agreement.

   - ITEM 17 shall not provide for a prospective general release of any claims against Franchisor which may be subject to the Minnesota Franchise Law. Minn. Rule 2860.4400D prohibits a franchisor from requiring a franchisee to assent to a general release.

   - Minn. Stat. §80C.21 and Minn. Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota. In addition, nothing in the Disclosure Document or Franchise Agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum or remedies provided for by the laws of the jurisdiction

   - No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

FOR THE STATE OF NORTH DAKOTA

1. ITEM 5 of the Disclosure Document is amended by the addition of the following language to the original language:

- Refund and cancellation provisions will be inapplicable to franchises operating under North Dakota Law, North Dakota Century Code Annotated Chapter 51-19, Sections 51-19-01 through 51-19-17. If Franchisor elects to cancel this Agreement, Franchisor will be entitled to a reasonable fee for its evaluation of you and related preparatory work performed and expenses actually incurred.

2. ITEM 17 of the Disclosure Document is amended to add the following:

- No general release shall be required as a condition of renewal, termination and transfer which is intended to exclude claims arising under North Dakota Law.

- In the case of any enforcement action, the prevailing party is entitled to recover all costs and expenses including attorneys' fees.

- The Franchise Agreement shall be amended to state that the statute of limitations under North Dakota Law will apply.

- ITEM 17(i) and 17(q) are amended to state that covenants not to compete upon termination or expiration of the Franchise Agreement are generally unenforceable in the State of North Dakota except in limited instances as provided by law.

- ITEM 17(v) is amended to state a provision requiring litigation or arbitration to be conducted in a forum other than North Dakota is void with respect to claims under North Dakota Law.

- ITEM 17(w) is amended to state in the event of a conflict of laws, North Dakota Law will control.

FOR THE STATE OF WISCONSIN

ITEM 17 of the Disclosure Document is amended to add the following:

- The Wisconsin Fair Dealership Law Title XIV-A Ch. 135, Section 135.01-135.07 may affect the termination provision of the Franchise Agreement.

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 GN INDEPENDENTS, INC. OFFERS YOU A FRANCHISE, GN INDEPENDENTS, INC. MUST PROVIDE THIS DISCLOSURE DOCUMENT TO YOU 14 CALENDAR DAYS BEFORE YOU SIGN A BINDING AGREEMENT WITH, OR MAKE A PAYMENT TO, THE FRANCHISOR OR AN AFFILIATE IN CONNECTION WITH THE PROPOSED FRANCHISE SALE UNLESS OTHERWISE STATED IN YOUR STATE'S ADDENDUM:
IF GN INDEPENDENTS, INC. DOES NOT DELIVER THIS DISCLOSURE DOCUMENT ON TIME OR IF IT CONTAINS A FALSE OR MISLEADING STATEMENT, OR A MATERIAL OMISSION, A VIOLATION OF FEDERAL AND STATE LAW MAY HAVE OCCURRED AND SHOULD BE REPORTED TO THE FEDERAL TRADE COMMISSION, WASHINGTON, D.C. 20580 AND THE STATE ADMINISTRATOR LISTED IN EXHIBIT A.

GN INDEPENDENTS, INC. AUTHORIZES THE AGENT LISTED IN EXHIBIT A TO RECEIVE SERVICE OF PROCESS FOR GN INDEPENDENTS, INC.

I HAVE RECEIVED A FRANCHISE DISCLOSURE DOCUMENT INCLUDING THE FOLLOWING EXHIBITS ON THE DATE LISTED BELOW:

A. LIST OF STATE ADMINISTRATORS AND STATE AGENTS FOR SERVICE OF PROCESS
B. FRANCHISE AGREEMENT
C. TABLE OF CONTENTS OF OPERATIONS MANUAL
D. FINANCIAL STATEMENTS
E. FRANCHISEE ACKNOWLEDGEMENT
F. MULTI-STATE ADDENDA

Please sign and print your name below, date and return one copy of this receipt to GN Independents, Inc. and keep the other for your records.

_____
Date of Receipt

_____
Print Name

_____
Signature (individually or as an officer or partner of)

Return to:
GN Independents, Inc.
2916 Atwood Ave.
Madison, Wisconsin 53704

_____
(Name of corporation or partnership)

a _____ corporation
(State of incorporation)

a _____ partnership
(State where partnership formed)

-- LAST PAGE --

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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 GN INDEPENDENTS, INC. OFFERS YOU A FRANCHISE, GN INDEPENDENTS, INC. MUST PROVIDE THIS DISCLOSURE DOCUMENT TO YOU 14 CALENDAR DAYS BEFORE YOU SIGN A BINDING AGREEMENT WITH, OR MAKE A PAYMENT TO, THE FRANCHISOR OR AN AFFILIATE IN CONNECTION WITH THE PROPOSED FRANCHISE SALE UNLESS OTHERWISE STATED IN YOUR STATE'S ADDENDUM:
IF GN INDEPENDENTS, INC. DOES NOT DELIVER THIS DISCLOSURE DOCUMENT ON TIME OR IF IT CONTAINS A FALSE OR MISLEADING STATEMENT, OR A MATERIAL OMISSION, A VIOLATION OF FEDERAL AND STATE LAW MAY HAVE OCCURRED AND SHOULD BE REPORTED TO THE FEDERAL TRADE COMMISSION, WASHINGTON, D.C. 20580 AND THE STATE ADMINISTRATOR LISTED IN EXHIBIT A.

GN INDEPENDENTS, INC. AUTHORIZES THE AGENT LISTED IN EXHIBIT B TO RECEIVE SERVICE OF PROCESS FOR GN INDEPENDENTS, INC.

I HAVE RECEIVED A FRANCHISE DISCLOSURE DOCUMENT INCLUDING THE FOLLOWING EXHIBITS ON THE DATE LISTED BELOW:

A. LIST OF STATE ADMINISTRATORS AND STATE AGENTS FOR SERVICE OF PROCESS
B. FRANCHISE AGREEMENT
C. TABLE OF CONTENTS OF OPERATIONS MANUAL
D. FINANCIAL STATEMENTS
E. FRANCHISEE ACKNOWLEDGEMENT
F. MULTI-STATE ADDENDA

Please sign and print your name below, date and return one copy of this receipt to GN Independents, Inc. and keep the other for your records.

_____
Date of Receipt

_____
Print Name

_____
Signature (individually or as an officer or partner of)

Return to:
GN Independents, Inc.
2916 Atwood Ave.
Madison, Wisconsin 53704

_____
(Name of corporation or partnership)

a _____ corporation
(State of incorporation)

a _____ partnership
(State where partnership formed)

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