

FRANCHISE DISCLOSURE DOCUMENT



Happy's Pizza Franchise, LLC
 a Michigan limited liability company
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This Franchise Disclosure Document describes a Happy's Pizza Restaurant unit franchise. The "Happy's Pizza" Restaurant unit franchise is a restaurant business that sells pizza, ribs, chicken, seafood, subs, salads, and other food products to the general public for carry-out, dine-in, catering or delivery and operated using the franchisor's proprietary recipes, formulae, techniques, trade dress, trademarks and logos.

The total investment necessary to begin operation of a Happy's Pizza Standard Restaurant unit franchise is from \$263,700 to \$619,250 (which includes \$165,000 to \$350,000 that must be paid to the franchisor or its affiliates). The total investment necessary to begin operation of a Happy's Pizza Express Restaurant unit franchise is from \$287,950 to \$464,000 (which includes \$165,000 to \$350,000 that must be paid to the franchisor or its affiliates).

If you enter into a Development Agreement to develop two or more Restaurants, when you sign the Development Agreement you will pay the full franchise fee of \$25,000 for the first Restaurant and a reservation fee of \$12,500 for each additional Restaurant to be developed under the Development Agreement. The total investment for three Restaurants under a Development Agreement ranges from \$791,100 to \$1,857,750, which includes \$495,000 to \$1,050,000 that must be paid to us or our affiliates.

This disclosure document summarizes certain provisions of your franchise agreement and other information in plain English. Read this disclosure document and all accompanying agreements carefully. You must receive this disclosure document at least 14 calendar-days before you sign a binding agreement with, or make any payment to, 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 Happy Asker at 30955 Northwestern Hwy., Suite 300, Farmington Hills, Michigan 48334 (248.538.0000).

The terms of your contract will govern your franchise relationship. Don't rely on the disclosure document alone to understand your contract. Read all of your contract carefully. Show your contract and this disclosure document to an advisor, like a lawyer or an accountant.

Buying a franchise is a complex investment. The information in this disclosure document can help you make up your mind. More information on franchising, such as "A Consumer's Guide to Buying a Franchise," which can help you understand how to use this disclosure document, is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue NW, Washington, 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.

Issuance Date: July 14, 2025

How to Use This Franchise Disclosure Document

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

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibits D and E.
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 A 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 "Happy's Pizza" business in my area?	Item 12 and the "territory" provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
Does the franchisor have a troubled legal history?	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
What's it like to be a "Happy's Pizza" franchisee?	Item 20 or Exhibits D and E list current and former franchisees. You can contact them to ask about their experiences
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

What You Need To Know About Franchising *Generally*

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

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

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

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

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

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

When your franchise ends. The franchise agreement may prohibit you from operating a similar business after your franchise ends even if you still have obligations to your lessor 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 H.

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 us by mediation and litigation in Michigan. Out of state mediation and litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate and litigate in Michigan than in your own state.
2. **Sales Performance Required**. You must maintain minimum sales performance levels. Your inability to maintain these levels may result in loss of any territorial rights you are granted, termination of your franchise, and loss of your investment.
3. **Mandatory Minimum Payments**. You must make minimum royalty or advertising fund payments, regardless of your sales levels. Your inability to make the payments may result in termination of your franchise and loss of your investment.
4. **Unregistered Trademark**. The primary trademark that you will use in your business is not federally registered. If the franchisor's right to use this trademark in your area is challenged, you may have to identify your business and its products or services with a name that differs from that used by other franchisees or the franchisor. This change can be expensive and may reduce brand recognition of the products or services you offer.
5. **Spousal Liability**. Your spouse must sign a document that makes your spouse liable for all financial obligations under the franchise agreement even though your spouse has no ownership interest in the franchise. This guarantee will place both your and your spouse's marital and personal assets, perhaps including your house, at risk if your franchise fails.

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

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B	Franchise Agreement	H	List of State Administrators and Agents for Service of Process
C	Development Agreement	I	Form of General Release
D	List of Franchisees and Developers	J	Franchisee Compliance Certification
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ITEM 1 THE FRANCHISOR AND ANY PARENTS, PREDECESSORS AND AFFILIATESThe Franchisor

The Franchisor is Happy’s Pizza Franchise, LLC. We were formed as a Michigan limited liability company on August 28, 2006. In this disclosure document, Happy’s Pizza Franchise, LLC will be referred to as “**Happy’s**,” “**franchisor**,” “**we**,” “**us**,” or “**our**”.

Our principal business address is 30955 Northwestern Hwy., Suite 300, Farmington Hills, Michigan 48334. We do business under our corporate name and the Marks that are described below. We began offering franchises in 2007. We have not offered franchises in any other line of business. As of December 31, 2024, there 54 franchised and no company-owned Happy’s Pizza Restaurants operating in the US (please refer to Item 20 for details).

Our agents for service of process are listed on Exhibit H-2.

Parents, Predecessors and Affiliates

Happy’s Pizza Company (“ HP Company ”), a Michigan corporation formed on April 19, 2005.	HP Company is an affiliate and owns our Proprietary Marks, which it licenses to us.
Restaurant Equity Partners, LLC, a Michigan limited liability company formed on March 28, 2012.	Restaurant Equity Partners, LLC is our parent, and owns Happy’s.
BurgerFi Franchise, LLC (“ BurgerFi ”), a Michigan limited liability company formed on December 5, 2024.	BurgerFi is our affiliate and is the franchisor for “BurgerFi” restaurant franchises. As of December 31, 2024, there were 16 company-owned and 66 franchised “BurgerFi” restaurant businesses.
Fat Boys Pizza Franchise LLC (“ Fat Boys ”), a Louisiana limited liability company formed on February 8, 2024.	Fat Boys is our affiliate and is the franchisor for “Fat Boys Pizza” restaurant franchises. As of December 31, 2024, there were 9 company-owned (or affiliate-owned) and no franchised “Fat Boys Pizza” restaurant businesses.
Savvy Sliders Franchise LLC (“ Savvy ”), a Michigan limited liability company formed on January 25, 2019.	Savvy is our affiliate and is the franchisor for “Savvy Sliders” restaurant franchises. As of December 31, 2024, there were 37 franchised and no company-owned “Savvy Sliders” restaurant businesses.
Happy’s Pizza Foods, Inc. (“ HP Foods ”), a Michigan corporation formed on February 14, 2007.	HP Foods is an affiliate that sells products to our franchisees.

Food Service Group, LLC, a Michigan limited liability company formed on April 2, 2012.	Food Service Group, LLC is an affiliate and may sell products to our franchisees; it also brokers wholesale food purchases and distribution in connection with sales of products to our franchisees.
Happy's Pizza Development, LLC (" HP Development "), a Michigan limited liability company formed on April 2, 2012.	HP Development is an affiliate and provides construction services to our franchisees and sells equipment and other items needed to develop a Happy's Pizza Restaurant.
Happy's Pizza Advertising, LLC (" HP Advertising "), a Michigan limited liability company formed on April 5, 2012.	HP Advertising is an affiliate and administers and places advertising for Happy's Pizza Restaurants.

Description of the "Happy's Pizza" Franchise Opportunity

We offer you* the opportunity, under a Franchise Agreement, to establish and operate a fast casual restaurant under our "Happy's Pizza" trademark. We are currently franchising "Happy's Pizza" Restaurant businesses under two concepts. Our primary concept is the standard "Happy's Pizza" Restaurant unit franchise, which is a restaurant business that sells pizza, ribs, chicken, seafood, subs, salads, and other food products to the general public for carry-out, dine-in, catering or delivery (the "**Standard Restaurant**"). A Standard Restaurant may be located in a free standing building, retail shopping center, mall, or another location approved by us and generally ranges from 1,600 to 3,500 square feet in size. The other concept is the Happy's Express, which is a restaurant that sells a more limited menu of our products for carry-out, grab-and-go, dine-in, catering or delivery (the "**Happy's Express**"). The Happy's Express is usually located in or operated as a kiosk in another business or facility, such as a hospital or other medical facility, college campus, or similar location, and generally ranges from 600 to 2,000 square feet in size. Each of either the Standard Restaurant or the Happy's Express is referred to in this disclosure document as "**Restaurant**" or a "**Franchised Restaurant**".

Restaurants operate under the trade name and mark "Happy's Pizza" and additional service marks, trademarks, trade names, logos, emblems and indicia of origin. These marks and all other marks that we may designate in the future for use with the System (defined below) are referred to in this Disclosure Document as the "**Marks**" or "**Proprietary Marks**." The Restaurants are established and operated under a comprehensive system (the "**System**") that includes distinctive signage, interior and exterior design, décor and color scheme; special recipes and menu items, including proprietary products and ingredients; uniform standards, specifications, and procedures for operations; quality and uniformity of products and services offered; inventory, management and financial control procedures (including, but not limited to, point of sale and tracking systems); training and assistance; and advertising and promotional programs; all of which we have the right to change, improve, and further develop as we see fit. Certain aspects of the System are more fully described in this Disclosure Document and the Manual, which will evolve over time (as defined and described in Item 11). You must operate your Restaurant in accordance with our

* The person or entity that signs a Franchise Agreement or a Development Agreement is referred to in this disclosure document as "**you**," "**your**," or "**franchisee**" (and that term includes all of your owners and partners).

standards and procedures, as set out in our Brand Manual, which we will lend you, or make available electronically, for the duration of the Franchise Agreement.

Franchise Agreement

We offer franchisees the right to establish and operate a Restaurant at a specific location under the terms of a single unit franchise agreement (the “**Franchise Agreement**”), a copy of which appears as Exhibit B to this Disclosure Document. Under a Franchise Agreement, we will grant you the right, and you will accept the obligation, to establish and operate a Restaurant at an agreed-upon location. The type of Restaurant (a Standard Restaurant or a Happy’s Express) you are authorized to operate will be designated in Item 1 of Appendix A to the Franchise Agreement.

Development Agreement

We may offer qualified parties the right to sign a multi-unit agreement in the form attached as Exhibit C to this Disclosure Document (a “**Development Agreement**”) to develop multiple franchised Restaurants.

Under a Development Agreement, the parties (we and the “Developer”) will agree upon, and the Development Agreement will specify: (1) the territory within which you must open and operate the Restaurants; (2) the minimum number of Restaurants that you will be required to develop; and (3) the development schedule that you must meet for opening and operating those Restaurants.

For each Restaurant that is established under the Development Agreement, the parties will sign a separate Franchise Agreement. The Franchise Agreement for the first Restaurant that you develop under the Development Agreement will be in the form attached as Exhibit B to this Disclosure Document. For each additional Restaurant, the parties will sign the form of franchise agreement that we are then-offering to new franchisees (which may be materially different than the one that is attached as Exhibit B to this disclosure document).

Competition

You can expect to compete in your market with locally-owned businesses, as well as with national and regional chains, that offer products similar to or competitive with those offered by a “Happy’s Pizza” Restaurant. The market for these items is well-established and intensely competitive. These businesses vigorously compete on the basis of factors such as price, service, location, and product quality. These businesses are often affected by other factors as well, such as changes in consumer taste, economic conditions, seasonal population fluctuation, and travel patterns. You will compete with a variety of businesses, including locally owned regional, national and chain restaurants, some of which may be franchise systems.

Industry Regulations

The restaurant industry is heavily regulated. Many of the laws, rules and regulations that apply to business generally have particular applicability to restaurants. All Restaurants must comply with federal, state and local laws applicable to the operation and licensing of a restaurant business, including obtaining all applicable health permits and/or inspections and approvals by municipal, county or state health departments that regulate food service operations. If applicable to your Restaurant, the Americans with Disability Act of 1990 and related state laws require readily accessible accommodation for disabled persons and therefore may affect your building

construction, site elements, entrance ramps, doors, bathrooms, drinking facilities, etc. You should consider these laws and regulations when evaluating your purchase of a franchise.

You also must follow the Payment Card Industry Data Security Standards and comply with applicable privacy laws relating to customer payment card transactions.

You must comply with all local, state, and federal laws that apply to your Restaurant operations, including for example health, sanitation, no-smoking, EEOC, OSHA, discrimination, employment, and sexual harassment laws. There are also regulations that pertain to handling consumer data, sanitation, healthcare, labeling, caloric information, nutrition disclosures, allergen disclosures, food preparation, food handling, and food service. You will be required to comply with all applicable federal, state, and local laws and regulations in connection with the operation of your Restaurant.

ITEM 2

BUSINESS EXPERIENCE

Happy Asker: Chief Executive Officer and Manager of our LLC

Mr. Asker serves and has served CEO and a Manager of the limited liability companies for Happy's (from August 2006 to December 2015 and since September 2018) and Savvy (since January 2019). Mr. Asker has also been a Manager of the Fat Boys limited liability company since December 2024. He has also been the BurgerFi CEO and as a Manager of the BurgerFi limited liability company since December 2024.

Suhel Kizi: Co-Chief Executive Officer

Mr. Kizi serves as Co-CEO of Happy's (since January 2019), Savvy (since January 2019), and Fat Boys (since February 2024). He has also served as the BurgerFi Co-CEO since December 2024.

Maher Bashi: Chief Administrative Officer

Mr. Bashi has served as our CAO and as CAO of BurgerFi, Fat Boy's, and Savvy's since April 2025. He also served as our Chief Operating Officer (September 2018 to April 2025) and as COO of Savvy's (February 2009 to July 2016 and July 2018 to April 2025) and Fat Boy's (February 2024 to April 2025).

George Khalaf: Controller

Mr. Khalaf has served as the Controller of Happy's (since May 2018), Savvy (since September 2018), and Fat Boys (since February 2024). He also serves as the BurgerFi Controller (since December 2024).

Anthony Theodore: Director of Food Purchasing

Mr. Theodore serves as Director of Food Purchasing of Happy's (since May 2015), Savvy (since September 2018), and Fat Boys (since February 2024). He has also served as the BurgerFi Director of Food Purchasing since December 2024.

Casey Biehl: Brand President

Mr. Biehl serves as Brand President of Happy's (since November 2024), Savvy (since November 2024), and Fat Boys (since September 2023). Previously, Mr. Biehl served as COO of Fat Boy's (October 2021 to September 2023). From November 2015 to October 2021, he served as Director of Food and Beverage at Caesars Entertainment in New Orleans, LA. He also has served as the BurgerFi Brand President (since December 2024).

ITEM 3**LITIGATION**

United States of America v. Happy Asker, Maher Bashi, et al., Case: 2:13-cr-20518 (U.S. District Court, Eastern District of Michigan filed July 12, 2013). The U.S. filed a criminal indictment against Happy Asker and Maher Bashi, and others, alleging a conspiracy to defraud the U.S., the filing of false income tax returns, aiding or assisting the filing of a false return and a corrupt endeavor to obstruct or impede the due administration of the Internal Revenue laws. The criminal charges were based on alleged underreporting of revenue for certain “Happy’s Pizza” retail outlets. The franchisor was not a party to the action. Mr. Asker was found guilty of conspiracy to defraud the U.S., filing a false income tax return, aiding or assisting in the filing of a false tax return, and impeding, impairing, obstructing, and defeating the lawful government functions of the IRS. Mr. Asker was sentenced to 50 months and 24 months of imprisonment on separate counts, all to run concurrent and supervised release for 3 years. Mr. Asker was assessed \$3,300 and ordered to pay restitution in the amount of \$2,500,000. The Judgment was imposed on Mr. Asker on July 10, 2015. Mr. Bashi was found guilty of conspiracy to defraud the U.S. Mr. Bashi was sentenced to 24 months of imprisonment and supervised release for 3 years. Mr. Bashi was assessed \$100 and ordered to pay restitution in the amount of \$620,296. The Judgment was imposed on Mr. Bashi on July 6, 2015.

Edmond Mourad, et al. v. “Happy’s Pizza” Franchise, LLC, et al. (Oakland County Michigan Circuit Court, Case No. 15-147597 CB, filed June 16, 2015). This case was filed in 2015 by investors in a “Happy’s Pizza” franchise demanding a refund of \$335,000 paid as a franchise fee and deposit toward the development of the franchise. The plaintiffs alleged that they were induced into paying this amount because the franchisor falsely represented that the franchise would be able to obtain a liquor license. The plaintiffs made claims for violation of the Michigan Franchise Investment Law, fraud in the inducement, and conversion. The matter was settled and the franchisor agreed to refund the \$335,000. The case was dismissed without prejudice on Dec. 17, 2015 and, after the settlement payments were finalized, the case was dismissed with prejudice on Mar. 4, 2019.

Other than the two matters disclosed above, no litigation is required to be disclosed in this disclosure document.

ITEM 4**BANKRUPTCY**

On September 11, 2024, BurgerFi International Inc. (the predecessor of our affiliate BurgerFi) and its affiliates (“**International**”) filed voluntary petitions under Chapter 11 of the U.S. Bankruptcy Code (Case No. 24-12017-CTG, U.S. Bankruptcy Court, District of Delaware). After bids were submitted for International’s “BurgerFi” system assets, the court deemed TREW Capital Management Private Credit 2 LLC (a Delaware entity) to be the successful bidder on October 29, 2024. TREW Capital Management Private Credit 2 LLC signed an asset purchase agreement on November 4, 2024 to buy certain assets of the “BurgerFi” business from International. On November 27, 2024, TREW Capital Management Private Credit 2 LLC assigned its right to acquire those assets to Restaurant Group, and Restaurant Group completed that acquisition on November 27, 2024. Effective February 1, 2025, Restaurant Group sold all of its “BurgerFi” assets to BurgerFi Franchise, LLC. On Mar. 12, 2025, the court issued its Final Order which, among other things, confirmed the Amended Combined Disclosure Statement and Joint Chapter 11 Plan of Liquidation, including the sale of the “BurgerFi” system assets.

Except for the one matter disclosed above, no bankruptcy is required to be disclosed in this disclosure document.

ITEM 5**INITIAL FEES**

Development Agreement: If you sign a Development Agreement for the development of multiple Restaurants, upon execution you must pay us a franchise fee of \$25,000 for the first Restaurant you commit to develop, plus \$12,500 for each additional Restaurant you commit to develop under the Development Agreement. By way of example, for a three-Restaurant Development Agreement, the development fee due upon signing the Development Agreement would be \$50,000 (\$25,000 plus 2 x \$12,500). The development fee is not refundable and is paid as a lump sum. A developer must commit to developing at least two Restaurants.

After you secure each accepted site, you must sign a Franchise Agreement for the Restaurant to be operated at that site and pay the remaining balance of the franchise fee (\$12,500) for that location after we apply the applicable portion of the development fee (as explained above). The total franchise fee for each Restaurant will be \$25,000. In our fiscal year ended December 31, 2024, we did not collect any development fees.

Franchise Agreement: For each Restaurant, you must sign a Franchise Agreement and pay us a franchise fee of \$25,000. The initial franchise fee is uniformly applied, not refundable and paid as a lump sum. In our fiscal year ended December 31, 2024, we collected initial franchise fees in the range of \$0 to \$25,000.

Equipment: For each Restaurant, you will purchase equipment from us and our affiliates, payable as arranged. In our fiscal year ended December 31, 2024, we collected equipment fees in the range of \$115,000 to \$300,000.

Opening Assistance: For each Restaurant, you must pay us up to \$10,000 as a lump sum for opening assistance, if requested by you. In our fiscal year ended December 31, 2024, we collected opening assistance fees of \$0.

Grand Opening Advertising: For each Restaurant, you must spend \$15,000 on Grand Opening Advertising payable to us and our affiliates, payable as arranged. In our fiscal year ended December 31, 2024, we collected Grand Opening Advertising fees of \$15,000.

Except as described above, there are no other purchases from or payments to us or any affiliate of ours that you must make before your Restaurant opens and all fees are not refundable.

ITEM 6**OTHER FEES**

Fees (Note 1)	Amount	Due Date	Remarks
Royalty Fee	\$1,500 per month	On the first business day of each month in advance	Paid by ACH that we will initiate. See Note 3.
Marketing Contribution	Up to \$750 per week	Weekly	See Note 2.

Fees (Note 1)	Amount	Due Date	Remarks
Additional Marketing Contribution	Up to 2.0% of Gross Sales	Weekly	We may require you to make additional marketing contributions of up to an amount equal to 2.0% of Gross Sales. See Note 3.
Grand Opening Advertising	\$15,000	Before Opening	You must conduct a grand opening advertising program as explained in Item 11 below. We may require you to deposit this amount with us so that we can pay the invoices for the grand opening advertising on your behalf.
Initial and Additional Training (Note 4)	First two attendees = \$0. For each additional attendee, \$25 per person per hour plus travel and living expenses	Before Training	Training for the first two people is included in the franchise fee. You must pay the training fee per person for any additional, new or replacement employees to attend our initial training program. In addition, we may offer an in-store manager certification program. See Note 4.
Interest	1.5% per month	On demand	Only due if you do not make payments on time and in full. Interest may be charged on all overdue amounts. Interest accrues from the original due date until payment is received in full. Interest will not exceed the limit (if any) that applies to you under state law.
Audit	Will vary	When billed	Only due if we find, after an audit, that you have understated any amount you owe to us or Gross Sales by 2% or more. Also due if you do not submit sales reports to us as required or if you do not afford us access your Computer System. If due, then you must pay for the actual costs that we incur in connection with the audit, plus any understated amount and interest.
Transfer Fee – Franchise Agreement and Development Agreement	50% of our then-current initial franchise fee or \$12,500, whichever is more	Submitted with transfer application	Only due if you propose to engage in a transfer. If we (or one of our affiliated entities or persons) introduced you to a buyer, then you must also pay us a fee equal to 3% of the total amount paid to you in connection with the transaction.

Fees (Note 1)	Amount	Due Date	Remarks
Renewal Fee - Franchise Agreement	25% of our then-current initial franchise fee or \$6,250, whichever is more	Upon renewal.	Due upon renewal.
Inspection and Testing	The actual cost of the inspection, as well as the actual cost of the test.	Will vary and must be paid upon request.	Payable if you request that we evaluate a service, product or supplier that we have not previously approved and that you want to use in your Restaurant. Also payable if we remove items from your Restaurant for testing and the items do not meet our specifications.
Lost Future Royalties (Note 5)	Varies	15 days after Franchise Agreement is terminated	Only due in the circumstances that are described in Note 5.
Technology fee	Varies	Will vary and must be paid upon request.	You may have to pay vendors that provide technology related products and services to you. If we pay those vendors on your behalf (some vendors require that we do so) then you will have to reimburse us for the actual amount we pay on your behalf (we will allocate the invoices, typically on a per store basis). We or our affiliates may also become a vendor for some services. We have the right to withdraw amounts due by EFT from your designated bank account after we send the invoice. See Note 8.
Location Assistance and Construction Fee	Our actual costs plus reimbursement of any amounts that we advance for you	On demand	We do not charge any fees or expenses for the first on-site visit. This fee is due only if your first site is rejected and additional visits are required, in which case you must pay us a nonrefundable location assistance fee of \$500 per day plus reimburse our actual expenses related to this assistance (such as travel, lodging, and meals). If during the construction process more than three on-site visits from our construction team are required, you must pay us \$500 per day, plus reimburse our actual expenses for travel, lodging and meals

Fees (Note 1)	Amount	Due Date	Remarks
Delayed Opening	Will vary under circumstances	On demand	Only due if you do not open your Restaurant by the Scheduled Opening Date (except for circumstances beyond your control). The delayed opening fee would be: \$1,000 for the first month's delay; an additional \$5,000 for the second month's delay; an additional \$10,000 for the third month's delay; and an additional \$10,000 per month for each additional month. If your Restaurant is not opened and operating within three months of the Scheduled Opening Date, we have the right to immediately terminate your Franchise Agreement. (The " <u>Scheduled Opening Date</u> " is one year after the Effective Date of Franchise Agreement.)
Costs and Attorneys' Fees	Will vary under circumstances	On demand	Only due if you are default under your agreement; if so, you must reimburse us for our actual expenses (such as attorneys' fees) in enforcing or terminating your agreement.
Indemnification	Will vary under circumstances	On demand	You must reimburse us for our actual costs if we are sued or held liable for claims that arise from your operation of the Franchised Restaurant or for costs associated with defending claims that you used the trademarks in an unauthorized manner.
Insurance	Reimbursement of our actual costs and premiums plus an administrative fee of 10% of the premium	If incurred	Only due if you do not maintain the required insurance coverages; if so, we have the right (but not the obligation) to obtain insurance on your behalf. If so, you must reimburse us for our actual costs as well as the premiums that we pay on your behalf.

Fees (Note 1)	Amount	Due Date	Remarks
Crisis Situation	Reimbursement of our actual costs	If incurred	Only due if there is a crisis situation at your Restaurant that has or reasonably may cause harm or injury to customers, guests, and/or employees (for example, food spoilage/poisoning, food tampering/sabotage, slip and fall injuries, natural disasters, robberies, shootings, Data Breach, etc.) or may damage the Proprietary Marks, the System, and/or our reputation. We will have the right (but not the obligation) to direct the management of that crisis situation, engage the services of attorneys, experts, doctors, testing laboratories, public relations firms, and other professionals that we deem appropriate. If so, you must reimburse us for our costs. Please see Note 8.
On-line Ordering	\$230 per month, per store	Monthly	Currently payable to our approved supplier. We may become the provider in the future. See Note 8.
Online Learning Management System	\$300 per year, per store	Bi-Annually	Paid to us and then paid by us to the supplier on your behalf. See Note 6 and Note 8. Subject to change.
SMS Messages	Varies	Weekly	Billed weekly for the actual cost incurred and as described in Note 8.
POS System Maintenance and Support Fees	\$100 per hour billed in 15 min. increments	On receipt of billing	These fees are for the first level of support provided by us for the POS System.
POS System Second Level Support Fees	\$600 every six months	Semiannual payments on the 1 st business day of the applicable month	These fees are for second level support provided by the POS System provider. These fees are collected by us and paid to the provider. Subject to change. See Note 8.

Fees (Note 1)	Amount	Due Date	Remarks
Food safety, brand standards restaurant re-inspection and failure to provide records (Note 6)	\$500 per visit, plus reimbursement of our actual travel costs	As Needed	See Note 7.
Gift Cards / Loyalty Program	If implemented, \$105 per month	On the first business day of each week in advance	We do not currently have this service in place, but if implemented, the monthly payment will be split into weekly payments that will be due on the first business day of each week. The rewards program is administered by a third-party designated supplier and the fees are paid through us. You may also incur and the vendor may charge you for per-transaction fees. We may become the supplier in the future. See Note 8.
Securities Offering	\$10,000 or such greater amount as is necessary to reimburse us for our actual costs and expenses (including legal and accounting fees) for reviewing, documenting, and discussing the proposed offering with you and your representatives	If and when incurred	<p>Only incurred if you engage in the offering of securities.</p> <p>You would also have to reimburse us for our actual costs and expenses (including legal and accounting fees) incurred in reviewing annual or periodic updates to and amendments of your securities documents.</p>
Reimbursement for Monies We Pay on Your Behalf	Varies	On Demand	<p>Only due if you do not pay your vendors on time and in full. If so, we have the right (but not the obligation) to make those payments on your behalf and if we do so, you will have to reimburse us for our actual costs as well as the amount we paid to the vendors, plus 20%.</p> <p>This includes vendors that require that we pay them directly (instead of them invoicing franchisees).</p>

Fees (Note 1)	Amount	Due Date	Remarks
Non-Standard technology assistance	Varies	If and when incurred	If you ask (and we agree to provide) for additional technology services, then you will have to pay our actual charge for that service. This might include, for example, a non-standard integration or implementation. All of these changes will be subject to our review and approval.

Notes:

1. All fees described in this Item 6 are non-refundable. Except as otherwise indicated in the preceding chart, we impose all fees and expenses listed and you must pay them to us. Except as specifically stated above, the amounts given may increase due to changes in market conditions, our cost of providing services, and future policy changes. The fees described above are uniformly applied to new system franchisees, however, in instances that we consider appropriate, we may waive some or all of these fees for one or more franchisees.

2. We have established and administer a Marketing Fund on behalf of the System to provide national, regional or local creative materials for the benefit of the System, and also have the right to establish Regional Funds, which are intended to focus on promotional activities within a smaller geographic area. See Item 11, “Advertising”, for details. Regional Funds determine the amount of the contributions required from the Restaurants in their area. There is no cap on that amount.

3. For the purposes of determining the fees to be paid under the Franchise Agreement, “**Gross Sales**” means all revenue from the sale of all Products and Services and all other income of every kind and nature related to, derived from, or originating from the Franchised Business (whether or not permitted under this Agreement), including barter, delivery and service fees paid to you, and the proceeds of any business interruption insurance policies, whether for cash or credit, and regardless of theft, or of collection in the case of credit, but excluding: (a) sales taxes and other taxes that you collect from your customers and actually pay to the appropriate taxing authorities; (b) refunds, discounts, and accommodations reasonably provided to your customers; and (c) meals provided to your staff.

We may authorize certain other items to be excluded from Gross Sales (and we may withdraw or revoke any exclusion at any time). Though we have the right to collect an Additional Marketing Contribution up to 2.0% of Gross Sales, we do not currently collect any Additional Marketing Contribution. If we exercise such right in the future, it will be paid as follows. The Additional Marketing Contribution will be withdrawn from your designated bank account by electronic funds transfer (“**EFT**”) (for example, by ACH) weekly on the Due Date based on Gross Sales for the preceding Month. If you do not report the Restaurant’s Gross Sales, we may debit your account for 120% of the last Additional Marketing Contribution that we debited. If the Additional Marketing Contribution we debit is less than the Additional Marketing Contribution you actually owe us, once we have been able to determine the Restaurant’s true and correct Gross Sales, we will debit your account for the balance on a day we specify. If the Additional Marketing Contribution we debit is greater than the Additional Marketing Contribution you actually owe us, we will credit the excess against the amount we otherwise would debit from your account during the following month.

The term “**Month**” means a calendar month; however, we have the right to reasonably change the composition of the days and times that comprise a “Month” by giving you prior written notice of that

change). The term "**Week**" means a calendar week starting on Sunday just after 12:00 am and ending the following Saturday just after 11:59 pm. We have the right to change the days and times that comprise a "**Week**," as well as the "**Due Date**" (which is currently on the first business day of each month for all monthly fees and on Tuesday of each week for all weekly fees) on which Royalty and Marketing Contribution payments (and related reports) are due to us.

4. After the initial two people have successfully completed, to our reasonable satisfaction, the Happy's Pizza certification training program in Michigan, we may offer a field certification program that allows employees who meet certain eligibility requirements to become a certified worker in an operating franchised restaurant. Other prerequisites and eligibility requirements will be set forth in our Manual. The cost of this in-store certification program will be \$2,000 per session and may be attended by up to three people.

5. If we terminate the Franchise Agreement based on your default, or if you abandon or otherwise cease to operate the Franchised Business, then, in addition to all other amounts due under the Franchise Agreement and all other remedies available under the law, you must pay us, as liquidated damages, an amount calculated as follows: (a) the average of your monthly Royalty Fees that are due under this Agreement for the twenty-four months immediately before your abandonment or our delivery of the notice of default (or, if you have been operating for less than twenty-four months, the average of your monthly Royalty Fees for the number of months you have operated the Shop); (b) multiplied by the lesser of twenty-four or the number of months remaining in the then-current term of this Agreement.

6. An Online Learning Management System ("**LMS**") is an online tool that manages team member training, development, and engagement. YOOBIC is our LMS. The YOOBIC LMS combines all the components of our training programs and organizes them into one place. We have the right to periodically change the LMS and the vendor.

7. We may use an independent, third-party to inspect Restaurants for safety and proper food handling. Your Restaurant must participate in that inspection program, as we may require. If an inspection reveals a failing score, or if you did not provide us with your records or access to your records for the purpose of conducting a financial or operational inspection upon reasonable request, then you must pay us our then-current fee (currently \$500 per visit) for our representatives and you also must reimburse us for our reasonable related travel expenses.

8. For those direct costs that we pay the supplier on your behalf (whether we are obligated to do so or not), we will charge you our actual costs plus an additional fee up to 20%.

ITEM 7**ESTIMATED INITIAL INVESTMENT**

If you sign a Franchise Agreement to develop one Happy's Pizza Standard Restaurant, the following chart (Table A) shows your estimated initial investment.

**Table A:
YOUR ESTIMATED INITIAL INVESTMENT
FRANCHISE AGREEMENT**

Table A: Franchise Agreement Standard Restaurant					
Type of Expenditure	Amount		Method of Payment	When Due	To Whom Payment is to be Made
	Low	High			
Franchise Fee (Note 1)	\$25,000	\$25,000	Lump Sum	On signing Franchise Agreement	Us
Rent (Note 2)	\$8,000	\$43,750	As arranged	Before opening	Lessor
Security Deposits (Note 3)	\$3,200	\$17,500	As arranged	As arranged	Lessor, Utility Companies
Leasehold Improvements (Note 4)	\$93,750	\$160,000	As arranged	As arranged	Contractors, Our Affiliates
Equipment, Furniture and Fixtures (Note 5)	\$75,000	\$250,000	As arranged	As arranged	Approved Suppliers, Our Affiliates
Insurance (Note 6)	\$2,500	\$10,000	As arranged	As arranged	Insurance Companies
Permits and Licenses (Note 7)	\$250	\$3,000	As arranged	As arranged	Government Agencies
Initial Inventory (Note 8)	\$15,000	\$15,000	As arranged	As arranged	Approved Suppliers
Signage (Note 9)	\$10,000	\$20,000	As arranged	As arranged	Approved Suppliers
Grand Opening Advertising (Note 10)	\$15,000	\$15,000	As arranged	As arranged	Approved Suppliers, Our Affiliates
Architecture & MEP Drawings (Note 11)	\$2,500	\$10,000	As arranged	As arranged	Approved Architect, Designers, Engineers

Table A: Franchise Agreement Standard Restaurant					
Type of Expenditure	Amount		Method of Payment	When Due	To Whom Payment is to be Made
	Low	High			
Travel Expenses for Training (Note 12)	\$2,500	\$10,000	As arranged	As incurred	Airlines, Hotels, Restaurants, Employees
Professional Fees (Note 13)	\$1,000	\$5,000	As arranged	As arranged	Attorney, Accountant
Opening Assistance (Note 14)	\$0	\$10,000	Lump Sum	On demand	Us
Additional Funds (3 months) (Note 15)	\$10,000	\$25,000	As arranged	As incurred	Various
Total (Note 16)	\$263,700	\$619,250			

The expenses listed in the chart are not generally refundable (except security deposits that in some cases might be refundable). We do not finance any portion of your initial investment.

Notes to Table A

1. **Franchise Fee; Location Assistance Fee; Construction Assistance Fee.** Upon execution of the Franchise Agreement, you must pay a nonrefundable franchise fee of \$25,000 for the right to establish a single Restaurant. The franchise fee is uniformly imposed on all franchisees. We do not charge any fees or expenses in providing site selection assistance and construction management oversight.

2. **Rent.** If you do not own adequate property, you must lease the property for your business. The typical size for a Happy's Pizza Restaurant is 1,600 to 2,500 square feet for a Standard Restaurant. Our estimates assume that base rental costs are from \$12 to \$42 per square foot, annually, that you will obtain a rent abatement for the pre-opening period, and that you will pay a security deposit equal to two months' rent and the first three months after you open (for a total of five months of rent).

The estimates do not include CAM Charges. The costs will vary widely and may be significantly higher than projected in this table depending on factors such as property location, population density, economic climate, prevailing interest rates and other financing costs, conditions of the property and extent of alterations required for the property. You should investigate all of these costs in the area where you wish to establish a Restaurant.

Lessors may vary the base rental rate and charge rent based on a percentage of gross sales. In addition to base rent, the lease may require you to pay common area maintenance charges ("**CAM Charges**"), your pro rata share of the real estate taxes and insurance, and your pro rata share of other charges. CAM Charges are not included in the estimate provided. The actual amount you pay under the lease will vary depending on the size of the Restaurant, the types of charges that are allocated to tenants under the lease, your ability to negotiate with lessors and the prevailing rental rates in the geographic region.

If you choose to purchase real property on which to build your Restaurant, your initial investment will be higher than what we estimate above. If you purchase real property, we cannot estimate how this purchase will affect your total initial investment.

3. **Security Deposits.** We expect that you will need to pay deposits for your local utilities, such as telephone, electricity and gas, and your lessor may require you to pay a security deposit. The amount of your deposits will depend, in part, on your credit rating and the policies of the individual utility companies.

4. **Leasehold Improvements.** The cost of leasehold improvements will vary depending on numerous factors, including: (a) the size and configuration of the premises; (b) pre- construction costs (such as demolition of existing walls and removal of existing improvements and fixtures); (c) cost of materials and labor, which may vary based on geography and location; (d) requirement to use union workers; and (e) the tenant improvement allowance provided by the lessor. These amounts are based on the cost of adapting our prototypical architectural and design plans to remodel and finish-out of the Restaurant and the cost of leasehold improvements. The estimates are based on a unit that is 1,600 to 2,500 square feet for a Standard Restaurant, with leasehold improvements ranging from \$37.50 to \$100 per square foot (which includes an average tenant improvement allowance of \$20 per square foot). Our estimates recognize economies of scale generally provide for a lower cost per square foot the larger the space; therefore, the estimates are calculated based on the estimated lower price per square for the larger space and vice versa.

5. **Equipment, Furniture and Fixtures.** The equipment you will need for your Restaurant includes a point of sale (POS) computer system and digital menu boards, reach-in refrigerators and freezer, walk-in cooler, walk-in freezer, grills, fryers, prep tables, custard equipment and smallwares. The furniture and fixtures you will need for your Restaurant include décor items, booths, banquettes, tables, chairs, and stools. We estimate that the total cost to purchase and install these items will range from \$75,000 to \$250,000. It may be possible to lease some of these items, which will lower the estimates provided.

6. **Insurance.** You must have the insurance that we specify for your Restaurant at all times during the term of your Franchise Agreement. Our insurance requirements are disclosed in Item 8.

7. **Permits and Licenses.** Our estimate includes the cost of obtaining local business licenses which typically remain in effect for one year. The cost of these permits and licenses will vary substantially depending on the location of the Restaurant. We strongly recommend that you verify the cost for all licenses and permits required in your jurisdiction before signing the Franchise Agreement.

8. **Initial Inventory.** Our estimate includes your initial inventory of food products, ingredients, beverages, and paper goods.

9. **Signage.** These amounts represent your cost for your interior and exterior signage. Your lessor or your local ordinances may have restrictions on interior and exterior signage, which may affect your costs. Any proposed changes to the signage must be submitted to us for our prior written approval.

10. **Grand Opening Advertising.** You must conduct a grand opening advertising campaign to promote the opening of your Restaurant. Please refer to Item 11 "Advertising" for details. At our request, you must provide the grand opening advertising money to us and we will conduct the grand opening advertising campaign on your behalf.

11. **Architecture and MEP Drawings.** You must hire an approved architect to adapt our standard plans and specifications to create construction drawings, including a kitchen layout design, that are specific to your approved location. We reserve the right to specify the architect you must use. All proposed plans and drawings must be approved by us before construction may begin, and any changes proposed during construction must also be approved by us.

12. **Travel and Living Expenses While Training.** These estimates include only your out-of-pocket costs associated with attending our initial training program, including travel, lodging, meals and applicable wages for the first three trainees. These amounts do not include any fees or expenses for training any other personnel. Your costs may vary depending on your selection of lodging and dining facilities and mode and distance of transportation. The lower end of our estimate assumes that the trainees live within driving distance of our training facility.

13. **Professional Fees.** We expect that you will retain an attorney and an accountant to assist you with evaluating this franchise offering, and with negotiating your lease or purchase agreement for the approved location.

14. **Opening Assistance.** In connection with opening, we will provide you with up to two of our representatives for up to approximately 14 days. You must pay our current per diem rate for trainers, plus reimburse their expenses, such as travel, lodging and incidentals. There are several factors that will impact your training costs, including the amount of advanced notice given to us so we can book travel arrangements, seasonality increases, and local events that directly affect availability and rates. Travel rates are generally lower with at least a 14-day notice to book, thereafter rates can increase significantly, especially within seven days' notice when rates are usually at full tariff. A deposit of \$5,000 is required before the training team being scheduled. We will not book a training team until we have received the deposit. The final payment is due upon receipt of the final invoice.

15. **Additional Funds.** This estimates your initial start-up expenses for an initial three-month period, not including payroll costs, and does not include any revenue that your Restaurant may earn in the first three months of operation. These are only estimates and your costs may vary based on actual rental prices in your area, and other site-specific requirements or regulations. In preparing this estimate, we relied on the experience of our current operating restaurants. The estimates do not (and could not) account for the impact of future inflation, tariffs, and higher commodity costs due to immigration restrictions (this sentence is not a disclaimer of the data provided, and is meant to provide context for you to consider your own plans).

16. **Totals.** We do not provide financing arrangements for you. If you receive our consent to obtain financing from others to pay for some of the expenditures necessary to establish and operate the franchise, the cost of financing will depend on your creditworthiness, collateral, lending policies, financial condition of the lender, regulatory environment, and other factors. We relied on our experience and information that we have gleaned from franchisees in preparing these estimates.

If you sign a Franchise Agreement to develop one Happy's Pizza Express Restaurant, the following chart (Table B) shows your estimated initial investment.

**Table B:
YOUR ESTIMATED INITIAL INVESTMENT
FRANCHISE AGREEMENT**

Table B: Franchise Agreement Express Restaurant					
Type of Expenditure	Amount		Method of Payment	When Due	To Whom Payment is to be Made
	Low	High			
Franchise Fee (Note 1)	\$25,000	\$25,000	Lump Sum	On signing Franchise Agreement	Us
Rent (Note 2)	\$3,000	\$35,000	As negotiated with lessor	Before opening	Lessor
Security Deposits (Note 3)	\$1,200	\$14,000	As arranged	As arranged	Lessor, Utility Companies
Leasehold Improvements (Note 4)	\$60,000	\$75,000	As arranged	As arranged	Contractors, Our Affiliates
Equipment, Furniture and Fixtures (Note 5)	\$140,000	\$192,000	As arranged	As arranged	Approved Suppliers, Our Affiliates
Insurance (Note 6)	\$2,500	\$10,000	As arranged	As arranged	Insurance Companies
Permits and Licenses (Note 7)	\$250	\$3,000	As arranged	As arranged	Government Agencies
Initial Inventory (Note 8)	\$15,000	\$15,000	As arranged	As arranged	Approved Suppliers
Signage (Note 9)	\$10,000	\$20,000	As arranged	As arranged	Approved Suppliers
Grand Opening Advertising (Note 10)	\$15,000	\$15,000	As arranged	As arranged	Approved Suppliers, Our Affiliates
Architecture & MEP Drawings (Note 11)	\$2,500	\$10,000	As arranged	As arranged	Approved Architect, Designers, Engineers
Travel Expenses for Training (Note 12)	\$2,500	\$10,000	As arranged	As incurred	Airlines, Hotels, Restaurants, Employees

Table B: Franchise Agreement Express Restaurant					
Type of Expenditure	Amount		Method of Payment	When Due	To Whom Payment is to be Made
	Low	High			
Professional Fees (Note 13)	\$1,000	\$5,000	As arranged	As arranged	Attorney, Accountant
Opening Assistance (Note 14)	\$0	\$10,000	Lump Sum	On demand	Us
Additional Funds (3 months) (Note 15)	\$10,000	\$25,000	As arranged	As incurred	Various
Total (Note 16)	\$287,950	\$464,000			

The expenses listed in the chart are not generally refundable (except security deposits that in some cases might be refundable). We do not finance any portion of your initial investment.

Notes to Table B

1. **Franchise Fee; Location Assistance Fee; Construction Assistance Fee.** Upon execution of the Franchise Agreement, you must pay a nonrefundable franchise fee of \$25,000 for the right to establish a single Restaurant. The franchise fee is uniformly imposed on all franchisees. We do not charge any fees or expenses in providing site selection assistance and construction management oversight.

2. **Rent.** If you do not own adequate property, you must lease the property for your business. The typical size for a Happy's Pizza Express is 600 to 2,000 square feet. Our estimates assume that base rental costs are from \$12 to \$42 per square foot, annually, that you will obtain a rent abatement for the pre-opening period, and you will pay a security deposit equal to two months' rent and the first three months after you open (for a total of five months of rent).

The estimates do not include CAM Charges. The costs will vary widely and may be significantly higher than projected in this table depending on factors such as property location, population density, economic climate, prevailing interest rates and other financing costs, conditions of the property and extent of alterations required for the property. You should investigate all of these costs in the area where you wish to establish a Restaurant.

Lessors may vary the base rental rate and charge rent based on a percentage of gross sales. In addition to base rent, the lease may require you to pay CAM Charges, your pro rata share of the real estate taxes and insurance, and your pro rata share of other charges. CAM Charges are not included in the estimate provided. The actual amount you pay under the lease will vary depending on the size of the Restaurant, the types of charges that are allocated to tenants under the lease, your ability to negotiate with lessors and the prevailing rental rates in the geographic region.

If you choose to purchase real property on which to build your Restaurant, your initial investment will probably be higher than what we estimate above. If you purchase real property, we cannot estimate how this purchase will affect your total initial investment.

3. **Security Deposits.** We expect that you will need to pay deposits for your local utilities, such as telephone, electricity and gas, and your lessor may require you to pay a security deposit. The

amount of your deposits will depend, in part, on your credit rating and the policies of the individual utility companies.

4. **Leasehold Improvements.** The cost of leasehold improvements will vary depending on numerous factors, including: (a) the size and configuration of the premises; (b) pre- construction costs (such as demolition of existing walls and removal of existing improvements and fixtures); (c) cost of materials and labor, which may vary based on geography and location; (d) requirement to use union workers; and (e) the tenant improvement allowance provided by the lessor. These amounts are based on the cost of adapting our prototypical architectural and design plans to remodel and finish-out of the Restaurant and the cost of leasehold improvements. The estimates are based on a unit that is 600 to 2,000 square feet for a Happy's Express, with leasehold improvements ranging from \$37.50 to \$100 per square foot (which includes an average tenant improvement allowance of \$20 per square foot). Our estimates recognize economies of scale generally provide for a lower cost per square foot the larger the space; therefore, the estimates are calculated based on the estimated lower price per square for the larger space and vice versa.

5. **Equipment, Furniture and Fixtures.** The equipment you will need for your Restaurant includes a point of sale (POS) computer system and digital menu boards, reach-in refrigerators and freezer, walk-in cooler, walk-in freezer, grills, fryers, prep tables, custard equipment and smallwares. The furniture and fixtures you will need for your Restaurant include décor items, booths, banquettes, tables, chairs, and stools. We estimate that the total cost to purchase and install these items will range from \$140,000 to \$192,000. It may be possible to lease some of these items, which will lower the estimates provided.

6. **Insurance.** You must have the insurance that we specify for your Restaurant at all times during the term of your Franchise Agreement. Our insurance requirements are disclosed in Item 8.

7. **Permits and Licenses.** Our estimate includes the cost of obtaining local business licenses which typically remain in effect for one year. The cost of these permits and licenses will vary substantially depending on the location of the Restaurant. We strongly recommend that you verify the cost for all licenses and permits required in your jurisdiction before signing the Franchise Agreement.

8. **Initial Inventory.** Our estimate includes your initial inventory of food products, ingredients, beverages, and paper goods.&&

9. **Signage.** These amounts represent your cost for your interior and exterior signage. Your lessor or your local ordinances may have restrictions on interior and exterior signage, which may affect your costs. Any proposed changes to the signage must be submitted to us for our prior written approval.

10. **Grand Opening Advertising.** You must conduct a grand opening advertising campaign to promote the opening of your Restaurant. Please refer to Item 11 "Advertising" for details. At our request, you must provide the grand opening advertising money to us and we will conduct the grand opening advertising campaign on your behalf.

11. **Architecture and MEP Drawings.** You must hire an approved architect to adapt our standard plans and specifications to create construction drawings, including a kitchen layout design, that are specific to your approved location. We reserve the right to specify the architect you must use. All proposed plans and drawings must be approved by us before construction may begin, and any changes proposed during construction must also be approved by us.

12. **Travel and Living Expenses While Training.** These estimates include only your out-of-pocket costs associated with attending our initial training program, including travel, lodging, meals and applicable wages for the first three trainees. These amounts do not include any fees or expenses for training any other personnel. Your costs may vary depending on your selection of lodging and dining facilities and mode and distance of transportation. The lower end of our estimate assumes that the trainees live within driving distance of our training facility.

13. **Professional Fees.** We expect that you will retain an attorney and an accountant to assist you with evaluating this franchise offering, and with negotiating your lease or purchase agreement for the approved location.

14. **Opening Assistance.** In connection with opening, we will provide you with up to two of our representatives for up to approximately 14 days. You must pay our current per diem rate for trainers, plus reimburse their expenses, such as travel, lodging and incidentals. There are several factors that will impact your training costs, including the amount of advanced notice given to us so we can book travel arrangements, seasonality increases, and local events that directly affect availability and rates. Travel rates are generally lower with at least a 14-day notice to book, thereafter rates can increase significantly, especially within seven days' notice when rates are usually at full fare. A deposit of \$5,000 is required before the training team being scheduled. We will not book a training team until we have received the deposit. The final payment is due upon receipt of the final invoice.

15. **Additional Funds.** This estimates your initial start-up expenses for an initial three-month period, not including payroll costs, and does not include any revenue that your Restaurant may earn in the first three months of operation. These are only estimates and your costs may vary based on actual rental prices in your area, and other site-specific requirements or regulations. In preparing this estimate, we relied on the experience of our current operating restaurants. The estimates do not (and could not) account for the impact of future inflation, tariffs, and higher commodity costs due to immigration restrictions (this sentence is not a disclaimer of the data provided, and is meant to provide context for you to consider your own plans).

16. **Totals.** We do not provide financing arrangements for you. If you receive our consent to obtain financing from others to pay for some of the expenditures necessary to establish and operate the franchise, the cost of financing will depend on your creditworthiness, collateral, lending policies, financial condition of the lender, regulatory environment, and other factors. We relied on our experience and information that we have gleaned from franchisees in preparing these estimates.

If you sign a Development Agreement to develop three Happy's Pizza Standard Restaurants, the following chart (Table C) shows your estimated initial investment.

**Table C:
YOUR ESTIMATED INITIAL INVESTMENT
DEVELOPMENT AGREEMENT**

(Assumes a Development Agreement for three Standard Restaurants - Note 1)

If you become a Developer, you will pay us an initial fee as described in Item 5. For each Standard Restaurant you develop under the Development Agreement, you can expect to have an initial investment as estimated above for a start-up franchise, subject to potential increases over time or other changes in circumstances. If you sign a Development Agreement, your professional fees (such

as legal and financial) may be higher. The following chart shows your estimated initial investment to open three Happy's Pizza Restaurants; if you sign a Development Agreement for more than three Happy's Pizza Restaurants, then your investment will be proportionally higher (including, for example, additional initial franchise fees, which are \$25,000 for each Restaurant as described in Item 5 above). A developer must commit to developing at least two Standard Restaurants.

Table C: Development Agreement					
Type of Expenditure	Amount		Method of Payment	When Due	To Whom Payment is to be Made
	From	To			
Initial Investment – Restaurant #1	\$263,700	\$619,250	Varies	Varies	Varies
Initial Investment – Restaurant #2	\$263,700	\$619,250	Varies	Varies	Varies
Initial Investment – Restaurant #3	\$263,700	\$619,250	Varies	Varies	Varies
Total	\$791,100	\$1,857,750			

Note to Table C

1. Please refer to Table A, above, for the Estimated Initial Investment associated with opening one Standard Restaurant under a Franchise Agreement.

ITEM 8 RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Required Purchases of Goods and Services

You must operate the Franchised Business in conformity with the methods, standards, and specifications that we require (whether in the Brand Manual or otherwise). Among other things, these standards require that you must:

- sell or offer for sale only those Products and Services, using the equipment and other items, that we have approved in writing for you to offer and use at your Franchised Business;
- sell or offer for sale all those Products and Services, using the equipment and other items, and employing the techniques that we specify in writing;
- not deviate from our standards and specifications by using or offering any non-conforming items without our specific prior written consent; and
- stop using and offering for use any Products or Services that we at any time disapprove of in writing (recognizing that we have the right to do so at any time).

If you deviate (or propose to deviate) from our standards and specifications, whether or not we have approved those deviations, they will become our exclusive property.

We have the right to designate only one supplier for certain items used at the Franchised Business in order to take advantage of marketplace efficiencies. We are presently the only approved supplier for some food items, and some furniture, fixtures, and equipment you are required to purchase for the operation of your Franchised Business.

The Franchise Agreement also provides that you may not use any item bearing our Proprietary Marks without our prior written approval as to those items.

We estimate that the cost of your purchases and leases from sources that we designate, approve, or that are under our specifications will be approximately 95-100% of the total cost of establishing a Franchised Business and approximately 95-100% of the cost of continued operation of the franchise.

You must allow us or our agents, at any reasonable time, to inspect the Franchised Business and to remove samples of items or products, without payment, in amounts reasonably necessary for inspection or testing by us or a third party to determine whether those samples meet our then-current standards and specifications. We may require you to bear the cost of that testing if we did not previously approve in writing the supplier of the item or if the sample that we take from your Franchised Business fails to conform to our specifications.

You will be required to purchase or license certain hardware, software, computers, digital menu boards, point of sale (POS) computer systems, and related equipment for your Restaurant. This information is summarized in Item 11 under the subheading "Computer Requirements." We estimate that the cost of purchasing the Computer System and Required Software is \$25,000 with additional service fees for support provided by us at an hourly rate (currently, \$100) and additional support provided by the POS vendor at current rate of \$600 every six months and currently a \$230 a month charge for online ordering service. The estimated annual cost of maintenance, support, and upgrades is \$4,500. This does not include replacement for hardware, software, and other equipment. We cannot predict future technology, nor future technology-related expenses that you will incur with vendors

Approval of Alternative Suppliers

If you want to buy any items from an unapproved supplier, you first must submit a written request asking for our approval to do so. You may not purchase from any proposed new supplier until we have reviewed and, if we think it is appropriate, approved in writing that supplier. We will provide our decision within 60 days after we have received your complete proposal. When considering whether to approve any particular possible supplier, we will consider (among others) the following factors:

- whether the supplier can show, to our reasonable satisfaction, the ability to meet our then-current standards and specifications;
- whether the supplier has adequate quality controls, insurance, capability, and capacity to supply the System's needs promptly and reliably; and
- whether the supplier's approval would enable the System, in our sole opinion, to take advantage of marketplace efficiencies.

We will have the right, among other things, to require that our representatives be permitted to inspect the proposed new supplier's facilities, and that samples from that supplier be delivered

either to us or to an independent laboratory that we designate for testing. Either you or the proposed new supplier must pay us a charge (which will not exceed the reasonable cost of the inspection and the actual cost of the tests). We also may require that the proposed new supplier comply with certain other requirements that we may deem appropriate, including for example payment of reasonable continuing inspection fees and administrative costs, or other payment to us by the supplier on account of their dealings with you or other franchisees, for use, without restriction (unless otherwise instructed by the supplier) and for services that we may render to our suppliers.

Our criteria for approving a proposed supplier include various quality related factors, including for example the supplier's history, its other production work, product quality, quality controls, and related benchmarks. We typically will provide you with our response to a proposed new supplier within 60 days, but that varies depending on factors such as the nature of the item that is proposed for our consideration and the supplier's cooperation and response. We have the right to periodically re-inspect the facilities and products of any approved supplier and to revoke our approval if the supplier does not continue to meet any of our then-current criteria (if we revoke our approval, we will notify you in writing). You may not buy items from any supplier that we do not approve in writing, and you must stop buying items from any supplier that we may have approved but later disapprove.

We (and one of our affiliates) are the only designated supplier for certain items that you must buy for the operation of your Franchised Business.

None of our officers own any interest in any other approved or designated supplier for any product, good or service that you are required to purchase for the operation of your Franchised Business (except through ownership of our affiliates as well as ownership of mutual funds that might hold such an interest).

We have the right to collect and retain all manufacturing allowances, marketing allowances, rebates, credits, monies, payments or benefits (collectively, "**Allowances**") offered by suppliers to you or to us (or our affiliates) based upon system-wide purchases of Products, equipment, and other goods and services. These Allowances include those based on System-wide purchases of the Products, equipment and other items. We may retain those volume discounts, rebates, or incentives to defray our expenses related to seeking, negotiating, and arranging purchasing agreement, or we may contribute all or a portion of those amounts to the Marketing Fund. We do not have accurate records for our predecessors but anticipate allowances in the current fiscal year in the range of 1% to 3% on items such as group purchasing of food items, soft drinks, and cleaning products.

We may require you to lease or sublease your Franchise Location from us or an affiliate. If we or an affiliate leases or subleases your Franchise Location to you, we or our affiliate will derive revenue from the rent you pay us. We do have some affiliates that lease franchise locations to some "Happy's Pizza" Restaurant franchises. Those affiliates will derive revenue from leasing those properties.

We or an affiliate may negotiate purchase arrangements with some of our designated suppliers for our benefit and the benefit of our franchisees in order to take advantage of group purchasing power.

We and our affiliates have the right to receive rebates or other fees from designated suppliers based on sales of goods or services to our franchisees.

Currently we have a designated supplier of services for the disposition of used cooking oil that pays us a fee per pound (net yield) in connection with those services. This currently applies to Midwest markets, but may cover other markets in the future. The fee fluctuates based on the market and is currently \$0.16 per pound. We have an arrangement to receive fees from our designated supplier of merchant bank card services and payroll services based on bank card usage and usage of the payroll services at Restaurants. Those fees may vary (sometimes for limited periods of time), but are currently generally 50% of the profits of the supplier derived from the services provided to Restaurants. Currently we have designated suppliers that make payments to our affiliate, Happy's Pizza Foods, Inc., and may make payments to Food Service Group, LLC based on purchases by our franchisees. These payments include rebates on some products based on a flat amount ranging from \$0.01 to \$10.00 on units, cases, or bundles and rebates on some products or services based on a percentage of sales of products or services to Restaurants of up to 6.5%.

During the fiscal year ending December 31, 2024, we and our affiliates (Happy's Pizza Advertising LLC, Happy's Pizza Development LLC, and Happy's Pizza Advertising LLC) derived \$5,804,769 in revenue from the sale of products and services to our franchisees (including rebates received), which represented 60.1% of those entities' total 2024 revenues of \$9,584,194.

Other than ownership in us and our affiliates, none of our officers own any interest in suppliers to our franchisees.

We may establish strategic alliances or preferred vendor programs with suppliers that are willing to supply some products or services to some or all of the Restaurants in our System. If we establish those types of alliances or programs, we may limit the number of approved suppliers with whom you may deal, we may designate sources that you must use for some or all products and services, and we may refuse to approve proposals from franchisees to add new suppliers if we believe that action would be in the best interests of the System or the licensed network of Restaurants.

We do not provide material benefits to franchisees based on a franchisee's purchase of particular products or services or use of a designated or approved supplier

When determining whether to grant new or additional franchises, we consider many factors, including compliance with the requirements described above.

All advertising and promotional materials, signs, decorations, paper goods (including menus and all forms and stationery used in the Restaurant) and other items we designate must bear the Marks in the form, color, location and manner we prescribe. In addition, all your advertising and promotion in any medium must be conducted in a dignified manner and must conform to the standards and requirements in the Manual or otherwise as specified by us. You must obtain our prior written approval before you use any advertising and promotional materials and plans. Any advertising and promotional materials you submit to us for our review will become our property.

You must obtain our prior written approval of the site for the Restaurant before you acquire that site, and also obtain our prior written approval of any lease, sublease, or contract of sale for the Restaurant before you sign that lease, sublease, or contract. If you will lease the property from which the Restaurant will operate, you and your Lessors must sign the Lease Rider in the form attached to the Franchise Agreement.

Before you open your Restaurant, you must obtain the insurance coverages we require. Our current insurance requirements are described in general terms below (the details are specified in Section 15 of the Franchise Agreement). We may modify our insurance requirements during the term of your Franchise Agreement. We will communicate any modifications to you in our Manual or otherwise in writing. This insurance coverage must be maintained during the term of the Franchise Agreement and must be obtained from a reputable, duly licensed carrier or carriers that we have approved, having a rating of at least "A+" in the most recent Key Rating Guide published by the A.M. Best Company (or another rating that we reasonably designate if A.M. Best Company no longer publishes the Key Rating Guide), and licensed and admitted to do business in the state in which your Restaurant is located. All insurance must be on an "occurrence" basis and must include, at least, the following coverages:

1. Commercial general liability insurance protecting against any and all claims for personal, bodily and/or property injury occurring in or about the Restaurant and protecting against assumed or contractual liability under this Agreement with respect to the Restaurant and your operations, with such policy to be placed with minimum limits of \$1,000,000 limit per occurrence and \$2,000,000 general aggregate per location. This coverage may not exclude losses due to assault, battery, and/or the use or brandishing of firearms.
3. Comprehensive automobile liability insurance with limits of liability not less than \$1,000,000 combined single limit for both bodily injury and property damage.
4. Business Interruption coverage, either on an actual loss sustained basis for up to twelve months or in an amount sufficient to cover twelve months of net profit plus continuing business expenses (including royalty fees due to us for the trailing 12 months before the loss), with coverage written using ISO Forms CP0030 (10 12) and CP1030 (10 12) (or their substantial equivalent).
5. Statutory workers' compensation insurance and employer's liability insurance with a minimum limit equal to at least \$500,000 or more if required by your umbrella carrier, plus other disability insurance that may be required by your state.
6. Data theft and cybersecurity coverage with limits of liability not less than \$1,000,000 combined single limit.
7. Employment practices liability insurance with limits of liability not less than \$1,000,000 combined single limit and third-party endorsement.
8. Commercial umbrella liability insurance that brings the total of all primary underlying coverages (commercial general liability, comprehensive automobile liability, and employers' liability) to at least \$1,000,000 total limit of liability. The umbrella liability must provide at least those coverages and endorsements required in the underlying policies.
9. Foodborne illness coverage must be included within the general liability coverage, with coverage of at least \$1,000,000 combined single limit for both bodily injury and property damage.
10. Property insurance providing coverage for direct physical loss or damage to real and personal property in minimum coverage of the greater of \$750,000 for the building and

- replacement value and \$500,000 for contents coverage (with no more than a \$10,000 deductible) for all risk perils, including the perils of flood and earthquake. This coverage must include equipment breakdown insurance coverage with a minimum coverage of \$250,000. Appropriate coverage must also be provided for boiler and machinery exposures, written on an actual loss sustained basis. The policy should include coverage for food spoilage of at least \$250,000, off premises service interruption, ordinance and law, civil authority, as well as sewer and drain back up. The policy or policies must value property (real and personal) on a new replacement cost basis without deduction for depreciation and the amount of insurance must not be less than 90% of the full replacement value of the Restaurant, its furniture, fixtures, equipment, and stock (real and personal property). The policy should include wind or named storm deductible at 2% (but 5% in the South Florida area or any other area that requires a higher deductible) with \$10,000 minimum per occurrence deductible. Any deductibles contained in such policy will be subject to our review and approval.
11. Products liability insurance in an amount not less than \$1,000,000 (this policy will be considered primary).
 12. Fire, lightning, vandalism, theft, malicious mischief, flood (if in a special flood-hazard area), sprinkler damage, and the perils described in extended-coverage insurance with primary and excess limits of not less than the full-replacement value of the supplies, furniture, fixtures, equipment, machinery, inventory, and plate glass having a deductible of not more than \$10,000 and naming us as loss payee.
 13. Any other insurance coverage that is required by applicable law.

You may, after obtaining our prior written consent, have reasonable deductibles under the coverage described above. Also, related to any construction, renovation or remodeling of the Restaurant, you must maintain builder's risks insurance and performance and completion bonds in forms and amounts, and written by a carrier or carriers, satisfactory to us. All of the policies must name us, those of our affiliates that we specify, and the respective officers, directors, shareholders, partners, agent, representatives, independent contractors, servants and employees of each of them, as additional named insureds and must include a waiver of subrogation, in favor of all of those parties. All policies must be written with no coinsurance penalty.

We have the right to require that you obtain from your insurance company a report of claims made and reserves set against your insurance. We reserve the right to change our insurance requirements during the term of your Franchise Agreement, including the types of coverage and the amounts of coverage, and you must comply with those changes.

ITEM 9**FRANCHISEE'S OBLIGATIONS**

This table lists your principal obligations under the Franchise and other Agreements. It will help you find more detailed information about your obligations in these Agreements and in other Items of this Disclosure Document.

	Obligation	Section in Franchise Agreement	Section in Development Agreement	Disclosure Document Item
a.	Site selection and acquisition/lease	1.2, 5	10	11, 12
b.	Pre-opening purchase/leases	5, 6, 7, and 14	Not applicable	11
c.	Site development and other pre-opening requirements	3.2, 5	1, 2, and 10	5, 6, 7, 11
d.	Initial and ongoing training	3.1 and 6	9.3	11
e.	Opening	3.3, 3.7, 5, and 8.2	10	5, 6, 7, 11
f.	Fees	2.2.6, 4, 5.1.2, 5.9, 6.2.6.4, 6.5, 7.1.1, 7.1.4, 8.4.7, 9.2.9, 11.2, 12.5, 12.7, 13, 14, 16.5.10, 16.7.1, 16.11, 17.7, 18, 19.10, 21.4., 27.9	4, 11	5, 6
g.	Compliance with standards and policies/operating manual	1.6, 2.2, 3.4, 5, 6, 7, 8, 10, 12, 13.8, 14, and 15	11	8, 11, 15
h.	Trademarks and proprietary information	1.1, 7.4, 8.9, 9, and 10	7, 8, and 11	13, 14
i.	Restrictions on products/services offered	1.5 and 7	Not applicable	8, 16
j.	Warranty and customer service requirements	8	Not applicable	15
k.	Territorial development and sales quotas	1.3	2, 5, 6	12
l.	Ongoing product/service purchases	7	Not applicable	8
m.	Maintenance, appearance and remodeling requirements	5 and 8.8	Not applicable	11
n.	Insurance	15	11.3	7, 8, 11

	Obligation	Section in Franchise Agreement	Section in Development Agreement	Disclosure Document Item
o.	Advertising	3.6, 3.7, and 13	Not applicable	6, 11
p.	Indemnification	8.17.2, 9.2.9, 16.11.2, 21, and Ex. C	11.9, 15	14
q.	Owner's participation / management / staffing	8, 8.3	Not applicable	11, 15
r.	Records and reports	4.2, 12, and 15.5	Not applicable	6, 11
s.	Inspections and audits	3.8, 6.4, 7.1, 8.11 and 12	Not applicable	6, 11
t.	Transfer	8.10, 16 and 19.5	11.4, 12	17
u.	Renewal	2.2	Not applicable	17
v.	Post-termination obligations	11.1.1, 12.1.2, 18, 19.3, and 19.5	11.6	17
w.	Non-competition covenants	19	11.7	17
x.	Dispute resolution	27	11.14	17
y.	Taxes/permits	4.2.2.1, 5.4, 8.7, and 20	11.8	Not applicable
z.	Other: Personal Guarantee	Ex. B	Not applicable	15

ITEM 10**FINANCING**

We do not offer direct or indirect financing for your franchise. We do not guaranty any of your notes, leases, or other obligations.

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

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

Pre-Opening Assistance:

Before your open your Franchised Business, we will:

1. Provide services in connection with your site, including:

- Site selection guidelines, counseling, and assistance as we deem advisable (see Franchise Agreement, Section 1.2);
 - One on-site evaluation without a separate charge upon receipt of a completed site selection package submission (see Franchise Agreement, Site Selection Addendum Section 2);
 - Written notice of approval or disapproval of the proposed site within 30 days of receiving your site selection package submission (see Franchise Agreement, Section 1.2); and
 - Review of lease, sublease, design plans, and renovation plans for the Restaurant (see Franchise Agreement, Section 5);
2. Make available our standard layout, design and image specifications for a Restaurant, including:
 - Plans for exterior and interior design and layout (see Franchise Agreement, Section 3.3); and
 - Written specifications for fixtures, furnishings, equipment, and signage (see Franchise Agreement, Section 3.3), including the names of approved suppliers (however, we do not supply these items directly nor do we assist with delivery or installation);
 3. Give you access to the Brand Manual (as more fully described below in this Item 11 of this FDD) (see Franchise Agreement, Section 3.5);
 4. Provide you with training (as more fully described below in this Item 11 of this FDD) (see Franchise Agreement, Section 3.1);
 5. Assist you in developing your Grand Opening Marketing Program (see Franchise Agreement, Section 3.6);
 6. Inspect and evaluate your Restaurant before it first opens for business (see Franchise Agreement, Section 3.8); and
 7. Provide a representative to be present at the opening of the Restaurant (see Franchise Agreement, Section 3.4).

We are not required by the Franchise Agreement to furnish any other service or assistance to you before the opening of your Franchised Business.

Continuing Assistance:

We are required by the Franchise Agreement to provide certain assistance and service to you during the operation of your Franchised Business:

1. Provide you periodic assistance in the marketing, management, and operation of the Franchised Business at the times and in the manner that we determine (see Franchise Agreement, Sections 3.4 and 3.9);

2. Periodically offer you the services of certain of our representatives, such as field consultant, and these representatives will periodically visit your Franchised Business and offer advice regarding your operations (see Franchise Agreement, Section 3.9); and
3. Provide ongoing training that we periodically deem appropriate, at such places and times that we deem proper (see Franchise Agreement, Section 6.4).

Neither the Franchise Agreement, nor any other agreement, requires us to provide any other assistance or services to you during the operation of the Franchised Business.

We may periodically provide suggested retail pricing (see Franchise Agreement, Section 8.12), but you will have the right to set your own prices. We may however, establish reasonable restrictions on the maximum and minimum prices you may charge for the Products and Services offered and sold at the Restaurant and (subject to applicable law): (a) if we have established a maximum price for a particular item, then you may charge any price for that item up to and including the maximum price we have established; and (b) if we have established a minimum price for a particular item, then you may charge any price for that item that is equal to or above the minimum price we have established.

Typical Length of Time Before Start of Operations:

You must open your Franchised Business within one year from the date you sign the Franchise Agreement. If you do not do so, that will be a default under the Franchise Agreement.

We estimate the length of time between the signing of the Franchise Agreement and the time you open your Restaurant at 270 to 365 days. Factors that may affect this time period include your ability to acquire financing or permits, build out your location, have signs and equipment installed in your location, and complete the required training. You should have a suitable location and signed lease within nine months of signing the Franchise Agreement.

Your franchised Restaurant must be open within one year after the Effective Date of Franchise Agreement (the “**Scheduled Opening Date**”). If you do not open your Restaurant by the Scheduled Opening Date (except circumstances beyond your control), you must pay a delayed opening fee as described in Item 6 of this disclosure document; we will also have the right to terminate the Franchise Agreement.

Advertising

We will provide guidance to you on an initial grand opening promotion, which may include grand opening advertising, free-standing inserts, direct mail, neighborhood and business to business marketing, newspaper advertising, public relations and publicity ideas. You are responsible for all costs and expenses related to the grand opening advertising. You must spend an amount that we specify (not to exceed \$15,000) to conduct grand opening advertising and promotions (this amount is separate from and in addition to any advertising fees and additional advertising program contributions you will pay to us). The grand opening and advertising promotions must occur within the period beginning two months before the opening of your Restaurant and ending two months after the opening of your Restaurant. You must provide documentation to us that you have spent the required amount on grand opening advertising and promotions within the specified time frame. If you do not provide this documentation, or you do not spend the specified amount on grand opening advertising and promotions within the prescribed time frame, you must pay the amount not satisfactorily documented or not spent to us on demand. These funds will either be spent on your

behalf to execute a grand opening promotion for your Restaurant or be used in our advertising programs. See Section 9.1 of the Franchise Agreement.

You must pay a weekly advertising fee to us or an advertising company designated or approved by us, which may be our affiliate. The amount of the weekly advertising fee will be specified by us, but will not exceed \$750 per week without your consent. The \$750 limit does not apply to charges for printed materials, such as menus. Currently we specify an advertising fee of approximately \$600 per week, which does not include any menus, signage, etc. that you may order. We will use these advertising fees to conduct or administer our advertising programs in your area. This includes pass-throughs to third party vendors that assist with these services. We may also use your advertising fees to conduct joint advertising with other franchisees. The weekly advertising fee may vary by market.

We may implement additional advertising programs not covered by the weekly advertising fee. You may, at your option, participate in those advertising programs. If you choose to participate in those programs, you will participate in the group pricing we have negotiated and you must pay your share of the cost of those programs to us at the times and in the manner we specify.

Our affiliate, Happy's Pizza Advertising, LLC, administers and places advertising for "Happy's Pizza" franchises and is the designated supplier for those services. We or our designated affiliate (Happy's Pizza Advertising, LLC) may cover our or its expenses incurred and may receive income in connection with the administration of advertising fees and the conduct of advertising. We may implement advertising programs for some but not all markets and the fees for advertising may be different in different markets. See Sections 4.3 and 4.4 of the Franchise Agreement.

In addition to your payment of advertising fees as described above, we may, after thirty days' notice to you, require that you make periodic contributions to our advertising programs in an amount not to exceed 2% of your Gross Sales. We may implement additional program contributions for some but not all markets and the amount of additional advertising program contributions may vary by market. We are not under any obligation to implement an additional advertising program contributions or to implement additional advertising program contributions within any specific or definite time frame or to continue an additional advertising program contributions if they are implemented. See Sections 4.3, 4.4, and 9.2 of the Franchise Agreement. As of the date of this Disclosure Document, we have not initiated any additional advertising program contributions.

The advertising fees and additional advertising program contributions (if implemented) are together referred to as the "advertising payments." The advertising payments may be used in advertising programs administered by us or an affiliate or an agency that we designate and for the other purposes described below. Advertising payments may not be uniform for all franchisees because we may implement specific advertising programs for some but not all markets and because advertising programs and administrative expenses may vary by market. We will use the advertising payments to: maximize general public recognition and patronage of the Proprietary Marks and Franchise Systems; formulate, develop and produce advertising, promotional programs, and sales support materials for use by franchisees; conduct advertising and promotional programs on a national, regional or local level; provide marketing support services to franchisees; develop, maintain, and support social media and other digital marketing for us and our franchisees; develop, maintain, and support the Franchise Technology, including websites, Computer Systems, online ordering systems, digital menus and display boards, and in-store marketing devices; obtain public relations services; pay the expenses of the advertising programs; and other uses determined by us. We may use the advertising payments to formulate, develop, and produce advertising and promotional programs and to conduct advertising and promotional programs on

a national, regional or local level as we determine, in our discretion, to be most effective in achieving the goals of the advertising programs. We are not required to spend your advertising payments to place advertising in your local market or in any specific media. All expenses of the advertising programs will be paid from the advertising payments. We may engage the services of an advertising source or sources to formulate, develop, produce and conduct advertising and these costs will be paid out of the advertising payments. The advertising payments may be used to reimburse us for overhead, including the proportionate compensation of our employees or office and other costs we incur that relate to the formation, development and production of advertising or the administration of the advertising programs and advertising payments. Also, the advertising payments may be used for advertising that is primarily for the solicitation for the sale of franchises. We or one of our affiliates may receive income in connection with administration of the advertising programs and advertising payments. If we do not use advertising payments during the fiscal year in which they accrue, we will hold those payments for use in the following year. The advertising programs and advertising payments will not be audited. We will submit to you, on request, an annual report of the receipts and disbursements of the advertising programs, unaudited and prepared by our management. See Section 9.2 of the Franchise Agreement.

In the year ending December 31, 2024, we used advertising payments collected from our franchisees as follows:

Production (including website hosting and updating)	56.67%
Media Placement (including direct mail, television, consulting, website management, digital advertising, 800 number, and public relations and reputation management)	35.53%
Administrative (including overhead relating to marketing)	2.61%
Other (including providing logoed goods)	5.19%
	100.00%

In the year ending December 31, 2024, we did not use any of the advertising payments collected from our franchisees principally to solicit new franchise sales.

You may produce and use your own advertising materials and place your own advertising, but only if you receive our approval in writing before placing the advertising. All advertising by you in any medium, including signage, must be factual and dignified, must conform to our standards and specifications (including use of trademark and copyright designations specified by us), and to the highest standards of ethical advertising practice. You must submit to us for approval all marketing and promotion materials, including signage, prepared by you for the Franchise Business and not prepared by or previously approved by us. These materials must be submitted at least fourteen days before use. We will have the right to disapprove the use of any advertising materials by you at any time. Even if we previously approved the use of advertising materials, you must discontinue the use of advertising materials immediately after we request in writing. Your advertising and promotion must follow our guidelines, which may include limitations on the area or areas in which you may conduct advertising. If we specify, all your advertising must contain notices of: (a) our website domain name; (b) our telephone number; and (c) a statement regarding the availability of “Happy’s Pizza” franchises. You must include the following language in all advertising: “Each “Happy’s Pizza” Restaurant is independently owned and operated.” You are not allowed to advertise any products or services for your business or using the Proprietary Marks except those products or services authorized by us.

You must not use the Internet, toll-free telephone numbers or any social networks, wikis, podcasts, online forums, content sharing communities, blogging, microblogging or other social media or similar methods with potential local, regional, national or worldwide scope in connection with the Franchise Business, except with our written consent and then only in accordance with our policies and procedures. We may maintain an Internet site, social media or toll-free telephone numbers for the franchise system and allow you to participate in business generated by those methods under our guidelines.

Computer Requirements:

We may require our franchisees to purchase a Computer System. You must meet our requirements concerning the Computer System, including: (a) back office and point of sale systems, networks, data, audio, video (including managed video security surveillance, which we have the right to monitor to the extent permitted by law), telephone, voice messaging, retrieval, and transmission systems for use at Restaurants, between or among Restaurants, and between and among the Franchised Business, and you, and us; (b) point-of-sale (POS) systems; (c) physical, electronic, and other security systems and measures; (d) printers and other peripheral devices; (e) archival back-up systems; (f) internet access mode (such as form of telecommunications connection) and speed; (g) technology used to enhance and evaluate the customer experience (including digital ordering devices, kiosk, touchpads, and the like); (h) digital and virtual display boards and related technology, hardware, software, and firmware; (i) front-of-the-house WiFi and other connectivity service for customers; (j) cloud-based back-end management systems and storage sites; (k) in shop music systems; and (l) consumer-marketing oriented technology (including Customer Apps, affinity and rewards hardware and software, facial and other customer-recognition technology, and approved social media/networking sites) (collectively, all of the above are referred to as the “**Computer System**”).

You must be able to maintain a continuous connection to the internet to send and receive POS data to us. You must establish merchant accounts and internet-based credit card and gift card authorization accounts that we designate for use with online card authorizations.

We have the right to develop or have developed for us, or to designate: (a) computer software programs and accounting system software that you must use in connection with the Computer System (“**Required Software**”), which you must install; (b) updates, supplements, modifications, or enhancements to the Required Software, which you must install; (c) the tangible media upon which you must record data; and (d) the database file structure of your Computer System.

We rely on suppliers to provide support for the hardware and software and we may require that you enter into service contracts directly with the hardware and software suppliers and pay the suppliers directly for this support.

You must follow our guidelines and requirements with respect to technology that will be used at your Restaurant (as further explained in Section 14 of the Franchise Agreement). You will bear the cost of meeting these requirements. Among other things, this includes your agreement to install, use, maintain, update, and replace (as needed) all elements of the Computer System and Required Software. You must pay us or third-party vendors initial and ongoing fees in order to install, maintain, and continue to use the Required Software, hardware, and other elements of the Computer System. You may also be required to pay us a technology fee in our then current amount. You may also be charged fees by tech vendors that provide products or services to you, and you must pay those charges in the ordinary course of business.

We estimate that the cost of purchasing the Computer System and Required Software will typically range from \$25,000 to \$35,000 with a \$600 fee every six months. The estimated annual cost of maintenance, support, and upgrades is \$7,500 to \$14,400. This does not include replacement for hardware, software, and other equipment. Neither we nor any of our affiliates have an obligation to provide ongoing maintenance, repairs, upgrades, or updates to your computer hardware or software. Neither we nor any of our affiliates have an obligation to provide ongoing maintenance, repairs, upgrades, or updates to your computer hardware or software. You will not be able to implement, use, or otherwise engage with AI Sources unless we have given our prior written consent. “**AI Source**” means any resource, online or otherwise, that is for the purpose of gathering, implementing, or otherwise using information from you using artificial intelligence technology, including ChatGPT and other sources.

You must be able to access information that is available on the Internet, and be able to send and receive email. We may periodically require you to upgrade and update the hardware and software used in connection with the Computer System. There are no contractual limitations on the frequency and cost of these upgrades and updates. We reserve the right to approve your email address or require you to use only an e-mail address that we provide for your Franchised Business’ business e-mails.

You must afford us unimpeded access to your Computer System in the manner, form, and at the times we may request. We will have the independent right at any time to retrieve and use this data and information from your Computer System in any manner we deem necessary or desirable.

We have the right to require you to use one or more designated telephone and internet/network vendors. If we so require, you must use our designated telephone vendors for the phone service to your Franchised Business. We may designate, and own, the telephone numbers for your Franchised Business.

Vehicles. You may not wrap your vehicles in our Proprietary Marks, or otherwise use a vehicle to promote the Franchised Business, without our prior written approval. We have the right to condition our approval on the factors that we deem appropriate, including that your vehicle meets our then-current standards for wrapping, insurance requirements, and other standards.

Digital Sites. Unless we have otherwise approved in writing, you may not establish nor permit anyone else to establish a Digital Site relating to your Franchised Business or referring to the Proprietary Marks. We will have the right, but not the obligation, to provide one or more references or webpage(s), as we may periodically designate, within our Digital Site. The term “**Digital Site**” means one or more related documents, designs, pages, or other communications that can be accessed through electronic means, including, but not limited to, the Internet, World Wide Web, webpages, microsites, social networking sites (including Facebook, Twitter, LinkedIn, YouTube, TikTok, Pinterest, Instagram, etc.), blogs, vlogs, applications to be installed on mobile devices (for example, iOS or Android apps), the metaverse, and other applications, etc. However, if we approve a separate Digital Site for you (which we are not obligated to do), then each of the following provisions will apply: (1) you may neither establish nor use any Digital Site without our prior written approval; (2) before establishing any Digital Site, you must submit to us, for our prior written approval, a sample of the proposed Digital Site, including its domain name, format, visible content (including, without limitation, proposed screen shots), and non-visible content (including meta tags), in the form and manner we may require; (3) you must not use or modify an Digital Site (which is deemed marketing) without our prior written approval; (4) you must comply with the standards and specifications for Digital Sites that we may periodically prescribe in the Brand Manual or otherwise in writing; (5) if we require, you must establish hyperlinks to our Digital Site

and other Digital Sites; (6) we may require period updates to your Digital Site; and (7) we may require you to make us the sole administrator (or co-administrator) of any social networking pages that you maintain or that are maintained on your behalf.

Data. All of the data that you collect, create, provide, or otherwise develop is and will be owned exclusively by us, and we will have the right to access, download, and use that data in any manner that we deem appropriate without compensation to you. All other data that you create or collect in connection with the System, and in connection with operating the Franchised Business (including customer and transaction data), is and will be owned exclusively by us during the term of, and after termination or expiration of, the Franchise Agreement. (“Data” for this purpose will exclude customers’ payment card information.) You will have to transfer to us all data (in the digital machine-readable format that we specify, including printed copies and originals) promptly upon our request, whether during the term of the Franchise Agreement, upon termination or expiration of this Agreement, or any transfer.

You must comply with all laws pertaining to the privacy of consumer, employee, and transactional information (“**Privacy Laws**”). You must also comply with our standards and policies concerning the privacy of consumer, employee, and transactional information.

Brand Manual:

We will loan you a copy of our Brand Manual (digital, on paper, or in the format that we deem appropriate) for your use during the term of the Franchise Agreement. The Brand Manual contains our standards and specifications for you to follow in the operation of your Learning Center. The Brand Manual will at all times remain our sole property and you will agree under the terms of the Franchise Agreement to treat the Brand Manual as confidential and to promptly return any and all copies to us following termination or expiration of the Franchise Agreement (see Franchise Agreement Section 10).

We have the right to periodically update and modify the contents and format of the Brand Manual. The Brand Manual currently has 102 pages or digital screens, and its Table of Contents is found as Exhibit F to this FDD.

Training

TRAINING PROGRAM

Subject	Hours of Classroom Training	Hours of On-the-Job Training	Location
Week 1: Orientation and Onboarding, and Food Prep	10	40-50	Corporate Office in Michigan and Certified Training Store in Michigan
Week 2: Pizza Line	0	40-50	Certified Training Store in Michigan
Week 3: Dinner Side	0	40-50	Certified Training Store in Michigan

Subject	Hours of Classroom Training	Hours of On-the-Job Training	Location
Week 4: Cashier	0	40-50	Certified Training Store in Michigan
Week 5: AM Manager on Duty	0	40-50	Certified Training Store in Michigan
Week 6: PM Manager on Duty	0	40-50	Certified Training Store in Michigan
Week 7: Marketing, Catering, Events, Grand Opening	0	40-50	Certified Training Store in Michigan
Total Hours	10	280-350	

We will make available an initial training program, as summarized in the table above. If the franchisee is not an individual, we will provide the training to a designated owner or a manager level employee that you select (approved by us) who will be involved in the day-to-day operation of the Franchise Business. You (or your designated representative if the franchisee is a corporation or other entity) must successfully complete the training program we specify before operating your Restaurant. The training program must be completed to our satisfaction. We recommend that the training be completed not more than thirty days before you open your Restaurant.

We will train up to two persons (designated owners or managers) without charge. We may allow additional persons to attend the training program, but may, in that case, charge a reasonable fee. You are responsible for all travel and living expenses you or your employees incur during training. The persons attending training must sign an agreement relating to confidentiality and noncompetition in the form specified by us before beginning the training program (see Exhibit H).

Our initial training program will consist of up to one-week of classroom training at our offices and up to 90 days of training at a Restaurant or Restaurants in southeast Michigan that we designate. Our training materials include our Operations Manual and other written training materials. Our training program will be conducted as often as necessary to train new franchisees. The instructors in the training program have over one year of experience in operating a Happy's Pizza Restaurant and over twenty years of experience in the industry.

If we determine that you have not completed the training program to our satisfaction or that you or your team of employees is not ready to open your Restaurant to the public in accordance with our standards, we may: (a) require you and/or your employees that we designate to attend additional training before the Restaurant opens to the public; and/or (b) require you to use additional assistance from our representatives for a period of time during and after opening of the Restaurant. The additional training and/or assistance will be at your expense, including a charge for our out-of-pocket expenses plus an hourly or per diem rate for the training personnel and/or representatives.

You or your owners (or, if we authorize, a manager) must attend additional training, sales programs and meetings reasonably that we specify. We will give you reasonable notice of any additional specified training, sales programs or meetings. We do not intend to charge you for any training provided beyond the initial training program, however, you are responsible for all travel and living expenses you or your employees incur when attending the additional training, sales programs

and meetings. We may require you to complete additional training before offering new products or services from your “Happy’s Pizza” Restaurant franchise. These additional programs will generally be conducted at our Happy’s Training Facility or a Restaurant in southeast Michigan.

We may require that your managers, including replacement managers, satisfactorily complete our training programs and additional training programs. We may charge reasonable fees for training managers. You must assist us in training other “Happy’s Pizza” franchisees, but we will reimburse your out-of-pocket expenses for providing this assistance.

You will be responsible for training all of your employees who work in any capacity in your Franchise Business and will be responsible for all employees’ compliance with the operations standards that are part of the Franchise Systems. You must conduct your employee training in accordance with our specifications.

ITEM 12

TERRITORY

Franchise Agreement

Under the Franchise Agreement, you have the right to establish and operate one Restaurant at a specific location that we have accepted (“**Accepted Location**”). You will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own, from other channels of distribution or competitive brands that we control.

However, during the term of the Franchise Agreement, so long as you remain in compliance with the terms of the Franchise Agreement, we will not establish nor license anyone else to establish, another “Happy’s Pizza” Restaurant at any location within the “**Protected Area**” that is designated in your Franchise Agreement. We (and our affiliates) retain all other rights. Accordingly, we will have the right (among other things), on the conditions that we deem advisable, and without granting you any rights, to do any or all of the following:

- We have the right to establish, and franchise others to establish, Restaurants anywhere outside the Protected Area;
- We have the right to establish, and license others to establish, businesses that do not operate under the System and that do not use the Proprietary Marks licensed under the Franchise Agreement, even if those businesses offer or sell products and services that are the same as or similar to those offered from the Franchised Business, no matter where those businesses are located;
- We have the right to establish, and license others to establish, Restaurants at any Non-Traditional Facility or Captive Market Location (as defined below), whether outside or inside the Protected Area;
- We have the right to operate (and license other parties to operate) remote, dark, ghost, and all other kinds of off-premises kitchens anywhere;
- We have the right to conduct and/or authorize catering and delivery service anywhere (except as explained below);

- We have the right to acquire (or be acquired), combine, or otherwise merge with and then operate any business of any kind, anywhere (but not to be operated as a “Happy’s Pizza” Restaurant inside the Protected Area); and
- We have the right to market and sell our Products in grocery stores and other retailers, or otherwise, through any channel of distribution (including alternative distribution channels such as e commerce), anywhere (but not from a “Happy’s Pizza” Restaurant operating inside the Protected Area).

The term “**Captive Market Location**” includes, among other things, non-foodservice businesses of any sort within which a Restaurant or a branded facility is established and operated (including, for example, hotels and resorts).

The term “**Non-Traditional Facility**” includes, among other things, college campuses, schools, casinos, airports and other travel facilities; federal, state, or local government facilities (including military bases); hospitals and medical facilities; theme and amusement parks; recreational facilities; seasonal facilities; shopping malls; theaters; and sporting event arenas and centers.

You may offer and sell services and products only: (a) according to the requirements of the Franchise Agreement and the procedures set out in the Brand Manual; and (b) to customers and clients of the Franchised Business.

You may not offer or sell services or products through any means other than through the Franchised Business at the Accepted Location; and, therefore, for example, you may not offer or sell services or products from satellite locations, temporary locations, mobile vehicles or formats, carts or kiosks, by use of catalogs, the Internet, or through any other electronic or print media.

For catering service provided at customers’ homes, offices, and other locations (“**Catering**”), and for delivery service through the use of an approved local third-party provider of delivery services (“**Delivery**”): (a) you may not conduct Catering or Delivery activities during the initial operating and training period of the Franchised Business or without our prior written approval; (b) all Catering and Delivery activities must be conducted in accordance with the terms and conditions stated in this Agreement and the standards that we set in the Brand Manual; and (c) we have the right to revoke our approval of Catering or Delivery at any time. Further, we have the right to require that you execute Delivery through Restaurant staff or through approved third-party delivery vendors. We will have the right at all times to approve or disapprove of any such Delivery services, including the arrangements that you propose to make with any third-party delivery vendor.

The Accepted Location for the Franchised Business will be specified in the Franchise Agreement. You may not relocate the Franchised Business without our prior written consent. If you ask to relocate the Franchised Business, we will evaluate your request on the basis of the same standards that we apply to reviewing the proposed location of a “Happy’s Pizza” Restaurant for a new franchisee.

You do not need to meet any particular sales or revenue volume in order to keep your Protected Territory as described above so long as you stay in compliance with the terms of your Franchise Agreement.

We do not have the right to modify your Protected Territory so long as you stay in compliance with the terms of your Franchise Agreement.

Under the Franchise Agreement you will not have any options, rights of first refusal, or similar rights to acquire additional franchises or other rights, whether inside the Protected Territory or elsewhere.

Development Agreement

If you and we enter into a Development Agreement, you will be awarded a Development Area. The size of the Development Area will vary based on a number of factors including the density of the area, the number of Restaurants you must develop, demographics, competition, and location of any existing Restaurants in the general area. As a result, the Development Area is likely to consist of a portion of the city, county, or designated market area. The agreed-upon Development Area will be identified in the Development Agreement.

If you are a Developer, then we will not establish or license anyone other than you to establish a Restaurant under the System in your Development Area, until the end of the period of time specified in the Development Schedule to your Area Development Agreement (so long as you are in compliance with the Development Agreement), except that we will reserve all of the rights described below.

We (and our affiliates) retain all rights not specifically granted to you. We will have the right (among other things), on any terms and conditions that we deem advisable, and without granting you any rights, to conduct any or all of the business activities that we reserve the sole right to conduct under the Franchise Agreement, as described above in this Item 12.

As a result, you will not receive an exclusive territory under a Development Agreement. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control.

Except for the requirement that you be in compliance with your obligations under the Development Agreement (including for example the development schedule), continuation of your rights under the Development Agreement, as described above, is not subject to achieving any particular sales or revenue volume, market penetration, quota, or other benchmark. We may not modify your territorial rights. We will review (and when appropriate, accept) proposed sites for Restaurants under a Development Agreement using our then-current site criteria.

Our affiliates operate and offer franchises for other brands, which currently include *BurgerFi*, *Fat Boys Pizza*, and *Savvy Sliders* (the “**Other Brands**”). Your franchise agreement and development agreement will not provide any rights to develop those Other Brands, nor will your agreements prevent us or our franchisees from operating under the Other Brands anywhere. The Other Brands may at some level compete with your Happy’s Pizza restaurant.

ITEM 13**TRADEMARKS**

Under a Franchise Agreement, we will license you to operate a Franchised Business under the trademark “Happy’s Pizza” (plus the designs, logos, and other current or future trademarks that we authorize you to use to identify your Restaurant).

Our affiliate, HP Company, owns the registrations for the following principal Proprietary Marks (among others), all of which are on the principal register of the U.S. Patent and Trademark Office (“**USPTO**”):

Trademark	Registration Date	Registration Number
HAPPY’S PIZZA	April 21, 2009	3608919
 (Happy Guy logo)	September 1, 2009	3773254
HAPPY WINGS	July 29, 2008	3476533
HAPPY SUBS	January 25, 2011	3912222

All affidavits and renewals have been or will be filed at the appropriate time.

We are parties to a nonexclusive perpetual trademark license agreement dated April 30, 2009, under which HP Company licensed us to use and to license to other these Marks (the “**Trademark License Agreement**”). We are under common control with HP Company. The Trademark License Agreement may only be terminated if we are in an uncured material breach or upon both parties’ consent. If the Trademark License Agreement is terminated, HP Company or its designee will license the Marks to you for your use as a “Happy’s Pizza” franchisee for the remainder of the term of your Franchise Agreement.

Determinations, Agreements or Uses Affecting Franchise Marks

On January 7, 2009, “Happy’s Pizza” Company, entered into an Agreement with Happy Joe’s Franchising, Inc. (“**Happy Joe’s**”). This agreement resolved an opposition that Happy Joe’s filed against HP Company’s application to register the “Happy’s Pizza” trademark. The intent of the agreement was to allow contemporaneous, non-confusing use of the “Happy’s Pizza” marks and the “Happy Joe’s” marks throughout the U.S. Both parties agreed to cooperate with each other in taking whatever action may be reasonably necessary to permit coexisting use and registration of the “Happy’s Pizza” marks and the “Happy Joe’s” marks. In accordance with the agreement, we are free to operate and use the “Happy’s Pizza” marks in connection with restaurant services and related goods, without restriction, anywhere throughout the U.S., except for the following restrictions:

(a) Absolute Restriction States: Absent the prior written consent of Happy Joe's, which must not be unreasonably withheld, we are not permitted to operate a "Happy's Pizza" Restaurant using the "Happy's Pizza" marks in Iowa, Kansas, North Dakota, Nebraska, and South Dakota.

(b) Buffer States: Absent the prior written consent of Happy Joe's, which must not be unreasonably withheld, we are not permitted to operate a "Happy's Pizza" Restaurant using the "Happy's Pizza" marks within a thirty mile radius of any Existing Location of a "Happy Joe's" restaurant in Illinois, Minnesota, Missouri, or Wisconsin.

(c) Hybrid States and Locations: Absent the prior written consent of Happy Joe's, which must not be unreasonably withheld, we are not permitted to operate a "Happy's Pizza" Restaurant using the "Happy's Pizza" marks within a thirty mile radius of any Prior Location of a Happy Joe's restaurant located in: Idaho; Kentucky; Montana; Oklahoma; Oregon; Washington; Wyoming; City of Fort Myers, Florida; City of Fort Myers Beach, Florida; City of Pensacola, Florida; and a ten mile radius of City of Loveland, Colorado; City of Fort Collins, Colorado; or City of Grand Junction, Colorado. A Prior Location is defined as any Happy Joe's restaurant that is opened and operating using the Happy Joe's marks before the opening and operating of any "Happy's Pizza" restaurant using the "Happy's Pizza" marks within the same state. If, however, "Happy's Pizza" opens a "Happy's Pizza" location in a Hybrid State and/or location before Happy Joe's opening a "Happy Joe's" restaurant in that Hybrid State and/or location, the radius restriction described in this paragraph will be null and void for that state.

(e) Any billboard advertising by Happy's Pizza in a Buffer State must be restricted to within a three-mile radius of any "Happy's Pizza" Restaurant.

(f) We must not advertise via radio, television, or direct mailing within a thirty mile radius of any Existing Location of a "Happy Joe's" restaurant in a Buffer State. There are also some restrictions on advertising certain types of pizzas and ice cream and birthday parties at any "Happy's Pizza" restaurant.

Except as may be described above, there are no currently effective determinations of the USPTO, the trademark administrator of this state, or of any court, nor any pending interference, opposition, or cancellation proceedings, nor any pending material litigation involving the trademarks, service marks, trade names, logotypes, or other commercial symbols which is relevant to their use in this state or any other state in which the Franchised Business is to be located. Other than the Trademark License Agreement, there are no agreements currently in effect which significantly limit our rights to use or license the use of the Proprietary Marks (including trademarks, service marks, trade names, logotypes, or other commercial symbols) that are in any manner material to the franchise. There are no infringing uses actually known to us which could materially affect your use of the Proprietary Marks in this state or elsewhere.

We have the right to substitute different Proprietary Marks for use in identifying the System if our currently owned Proprietary Marks can no longer be used or if we determine that updated or changed Proprietary Marks will be beneficial to the System. If we do so, you will have to adopt the new Proprietary Marks (for example, update your signage) at your expense.

You must promptly notify us of any suspected infringement of the Proprietary Marks, any challenge to the validity of the Proprietary Marks, or any challenge to our ownership of, or your right to use, the Proprietary Marks licensed under the Franchise Agreement. Under the Franchise Agreement, we will have the sole right to initiate, direct, and control any administrative proceeding or litigation involving the Proprietary Marks, including any settlement of the action. We also have

the sole right, but not the obligation, to take action against uses by others that may constitute infringement of the Proprietary Marks. If you used the Proprietary Marks in accordance with the Franchise Agreement, we would defend you at our expense against any third party claim, suit, or demand involving the Proprietary Marks arising out of your use. If you did not use the Proprietary Marks in accordance with the Franchise Agreement, then we would defend you, at your expense, against those third party claims, suits, or demands.

If we undertake the defense or prosecution of any litigation concerning the Proprietary Marks, you must sign any documents and agree to do the things that, in our counsel's opinion, may be necessary to carry out such defense or prosecution, such as becoming a nominal party to any legal action. Except to the extent that the litigation is the result of your use of the Proprietary Marks in a manner inconsistent with the terms of the Franchise Agreement, we agree to reimburse you for your out of pocket costs in doing these things, except that you will bear the salary costs of your employees, and we will bear the costs of any judgment or settlement. To the extent that the litigation is the result of your use of the Proprietary Marks in a manner inconsistent with the terms of the Franchise Agreement, you must reimburse us for the cost of the litigation, including attorneys' fees, as well as the cost of any judgment or settlement.

ITEM 14 PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

Copyrights

We (or our affiliate, HP Company) own common law copyrights in the Brand Manual, our recipe books, certain drawings, and advertising materials, and we will make these available to you. These materials are our proprietary property and must be returned to us upon expiration or termination of the Franchise Agreement.

We will provide to you, under the terms of the Franchise Agreement, standard floor plans and specifications for construction of a Restaurant. You may be required to employ a licensed architect or engineer, who will be subject to our reasonable acceptance, to prepare plans and specifications for construction of your Restaurant, based upon our standard plans. These revised plans will be subject to our acceptance. You will be entitled to use the plans only for the construction of a single Restaurant at the site that we have accepted under the Franchise Agreement, and for no other purpose. We will require your architect and contractor to agree to maintain the confidentiality of our plans and to assign to us any copyright in the derivative plans they create.

There are no currently effective determinations of the USPTO, U.S. Copyright Office, or any court concerning any copyright. There are no currently effective agreements under which we derive our rights in the copyrights and that could limit your use of those copyrighted materials. The Franchise Agreement does not obligate us to protect any of the rights that you have to use any copyright, nor does the Franchise Agreement impose any other obligation upon us concerning copyrights. We are not aware of any infringements that could materially affect your use of any copyright in any state.

Confidential Brand Manual

In order to protect our reputation and goodwill and to maintain high standards of operation under our Proprietary Marks, you must conduct your business in accordance with the Brand Manual.

We will lend you one set of our Brand Manual, which we have the right to provide in any format we choose (including paper or digital), for the term of the Franchise Agreement.

You must at all times accord confidential treatment to the Brand Manual, any other Brand Manual we create (or that we approve) for use with the Franchised Business, and the information contained in the Brand Manual. You must use all reasonable efforts to maintain this information as secret and confidential. You may never copy, duplicate, record, or otherwise reproduce the Brand Manual and the related materials, in whole or in part (except for the parts of the Brand Manual that are meant for you to copy, which we will clearly mark as such), nor may you otherwise let any unauthorized person have access to these materials. The Brand Manual will always be our sole property. You must always maintain the security of the Brand Manual.

We may periodically revise the contents of the Brand Manual, and you must consult the most current version and comply with each new or changed standard. If there is ever a dispute as to the contents of the Brand Manual, the version of the Brand Manual (that we maintain) will be controlling.

Confidential Information

Except for the purpose of operating the Restaurant under the Franchise Agreement, you may never (during Franchise Agreement's term or later) communicate, disclose, or use for any person's benefit any of the confidential information, knowledge, or know how concerning the operation of the Franchised Business that may be communicated to you or that you may learn by virtue of your operation of a Restaurant. You may divulge confidential information only to those of your employees who must have access to it in order to operate the Franchised Business. Any and all information, knowledge, know how, and techniques that we designate as confidential will be deemed confidential for purposes of the Franchise Agreement. However, this will not include information that you can show came to your attention before we disclosed it to you; or that at any time became a part of the public domain, through publication or communication by others having the right to do so.

In addition, you must require each of your Principals and your General Managers to sign confidentiality covenants. Every one of these covenants must provide that the person signing will maintain the confidentiality of information that they receive in their employment or affiliation with you or the Restaurant. These agreements must be in a form that we find satisfactory, and must include, among other things, specific identification of our company as a third party beneficiary with the independent right to enforce the covenants. Our current forms for this agreement are attached as Exhibit F to the Franchise Agreement). Once signed, you must provide us with a copy of each executed confidentiality agreement.

Patents

No patents are material to the franchise. If it becomes advisable to us at any time to acquire a patent, you will be obligated to use the acquired patent as we may require.

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

The Franchise Agreement requires that you (or your Operating Partner or one of your designated Management Personnel who will assume primary responsibility for the franchise operations and who we have previously approved in writing) must devote full time, energy, and best efforts to the management and operation of the Franchised Business, and must successfully complete the initial training program. Your Restaurant must be managed at all times by you (or your Operating Partner or General Manager) or by a manager who has completed our initial training program to our satisfaction. The Operating Partner must own at a voting and ownership interest in the franchisee entity. You must obtain personal covenants from your Management Personnel, supervisors, and principals regarding confidentiality, Proprietary Marks, and non-competition. All of the owners of your entity, and their spouses, must sign the personal guarantee that is attached to the Franchise Agreement.

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

You must offer and sell only those goods and services that we have approved. We may change the approved product offerings and any related merchandising and promotional materials at any time. You must use only displays, forms and other paper and plastic products imprinted with the trademarks.

All food and beverage products must be prepared and served only by properly trained personnel in accordance with the Brand Manual. All items offered from the Restaurant will be sold only at retail to customers unless we otherwise approve.

We have the right to add other authorized goods and services that you must offer. These changes also may include new, different or modified equipment or fixtures necessary to offer such products and services. There are no limits on our right to make these changes.

ITEM 17**RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION****THE FRANCHISE RELATIONSHIP**

The table that follows lists important provisions of the Franchise Agreement, which is attached as [Exhibit B](#) to this FDD. Please read the portions of the agreement referred to in this chart for a full explanation of these key provisions.

FRANCHISE AGREEMENT			
	Provision	Section in Franchise Agreement	Summary
a.	Length of the franchise term	2.1	Term expires at the earlier of: (a) five years from the commencement date of the lease for the Franchised Business' premises; and (b) six years after the Effective Date of the Franchise Agreement

FRANCHISE AGREEMENT			
	Provision	Section in Franchise Agreement	Summary
b.	Renewal or extension of the term	2.2	Renewal of right to operate the franchised business for two additional five-year terms by signing our then-current franchise agreement (which may contain terms and conditions materially different from those in your original agreement), subject to contractual requirements described in "c" below
c.	Requirements for you to renew or extend	2.2.1 to 2.2.9	Timely written notice of intent to renew; refurbishment to comply with our then-current standards; compliance with agreement terms during agreement term and at time of renewal; timely compliance with all financial obligations; execution of then-current franchise agreement (which may contain terms and conditions materially different from those in your original agreement); payment of renewal fee; execution of renewal agreement with general release; compliance with then-current personnel and training requirements; and demonstrated right to remain in accepted location.
d.	Termination by you	Not applicable	
e.	Termination by us without cause	Not applicable	
f.	Termination by us with cause	17	Default under Franchise Agreement, abandonment, and other grounds; see § 17 of the Franchise Agreement.
g.	"Cause" defined – curable defaults	17.3	All defaults not specified in §§ 17.1 and 17.2 of the Franchise Agreement.
h.	"Cause" defined – non-curable defaults	17.1 to 17.2	Abandonment, conviction of felony, and others; see § 17.2 of the Franchise Agreement.
i.	Your obligations on termination or non-renewal	18 to 19	Stop operating the Franchised Business, payment of amounts due, and others; see §§ 18.1 to 18.12, and 19.
j.	Assignment of contracts by us	16.1	There are no limits on our right to assign the Franchise Agreement.

FRANCHISE AGREEMENT			
	Provision	Section in Franchise Agreement	Summary
k.	"Transfer" by you – definition	16.4	Includes any sale, assignment, conveyance, pledge, encumbrance, merger, creation of a security, direct, or indirect interest in: (a) the Franchise Agreement; (b) you; (c) any or all of your rights or obligations under the Franchise Agreement; or (d) all or substantially all of the assets of the Franchised Business.
l.	Our approval of transfer by you	16.4 to 16.5	You may not make any transfers without our prior consent.
m.	Conditions for our approval of transfer	16.5	Release, signature of new Franchise Agreement (which may contain terms and conditions materially different from those in your original agreement), payment of transfer fee, and others; see §§ 16.5.1 to 16.5.10.
n.	Our right of first refusal to acquire your business	16.6	We have the right (not obligation) to match any bona fide offer.
o.	Our option to purchase your business	18.4 to 18.5	Upon termination or expiration of the Franchise Agreement, we can acquire any interest which you have in any lease or sublease for the premises and purchase your furnishings, equipment, material, or inventory at the lesser of cost or fair market value.
p.	Your death or disability	16.7	Representative must promptly apply for our approval to transfer interest and pay reasonable costs we incur in reviewing transfer.
q.	Non-competition covenants during the franchise term	19.2 to 19.8	Prohibits engaging in "Competitive Business" (meaning any foodservice business that is the same as or similar to the overall presentation of a "Happy's Pizza" Restaurant, or whose sale of burgers accounts for more than 10% of its total offerings and/or total revenue in any one or month calendar months) during the Franchise Agreement term, with no other temporal or geographical limitation.

FRANCHISE AGREEMENT			
	Provision	Section in Franchise Agreement	Summary
r.	Non-competition covenants after the franchise is terminated or expires	19.2 to 19.8	Prohibits engaging in Competitive Business within two miles of (a) at the Accepted Location; (b) within five miles of the Accepted Location; and (c) within five miles of any other “Happy’s Pizza” Restaurant business that is then-currently operated or planned elsewhere in the United States. Applies for two years after expiration, termination, or a transfer.
s.	Modification of the agreement	25.3	Only with mutual agreement and in writing.
t.	Integration/merger clause	25	Only the terms of the Franchise Agreement and other related written agreements are binding (subject to applicable state law). No other representations, prior statements, or promises will be binding (and supersede all prior agreements). Nothing in the Franchise Agreement or in any other related written agreement is intended to disclaim representations made in the franchise disclosure document.
u.	Dispute resolution by arbitration or mediation	27	Before bringing an action in court, the parties must first submit the dispute to non-binding mediation (except for injunctive relief). The Franchise Agreement contains provisions that may affect your rights, including a waiver of jury trial, waiver of punitive or exemplary damages, and limitations on when claims may be raised. See § 27 of the Franchise Agreement. Please also see the various state disclosure addenda and agreement amendments attached to this disclosure document, which contain additional terms that may be required under applicable state law.
v.	Choice of forum	27.2	Any action you bring against us must be brought only within courts with jurisdiction over Farmington Hills, Michigan. Any action we bring against you may be brought in jurisdiction where we maintain our principal place of business. Your state law may impact this provision.
w.	Choice of law	27.1	Michigan law. Your state law may impact this provision.

The table that follows lists important provisions of the Development Agreement, which is attached as Exhibit C to this FDD. Please read the Portions of this agreement referred to in this chart for a full explanation of these key provisions.

DEVELOPMENT AGREEMENT			
	Obligation	Section in Development Agreement	Summary
a.	Length of the development agreement term	3	The Development Schedule term will be agreed upon by the parties before entering into the Development Agreement
b.	Renewal or extension of the term	Not Applicable	
c.	Requirements for you to renew or extend	Not Applicable	
d.	Termination by you	Not Applicable	
e.	Termination by us without cause	Not Applicable	
f.	Termination by us with cause	3, 9, 11.5, and 13	<p>Failure to meet the Development Schedule, default or termination under the Franchise Agreement, abandonment, and other grounds; this also cross-references § 17 of the Franchise Agreement. Termination of the Development Agreement does not constitute a default under any of your Franchise Agreements.</p> <p>This clause, like many of those in the Development Agreement, incorporates by reference the corresponding provisions of the Franchise Agreement.</p>
g.	"Cause" defined – curable defaults	11.5 and 13	Please also see §§ 17.1 and 17.2 of the Franchise Agreement.
h.	"Cause" defined – non-curable defaults	11.5 and 13	Failure to meet development schedule or termination of a Franchise Agreement, and others; please also see § 17.2 of the Franchise Agreement.
i.	Your obligations on termination or non-renewal	11.6, 11.7	Please see also §§ 18.1 to 18.11 of the Franchise Agreement.

DEVELOPMENT AGREEMENT			
	Obligation	Section in Development Agreement	Summary
j.	Assignment of contracts by us	11.4	There are no limits on our right to assign the Development Agreement.
k.	"Transfer" by you – definition	11.4, 12	Includes any sale, assignment, conveyance, pledge, encumbrance, merger, creation of a security, direct, or indirect interest in: (a) the Development Agreement; (b) you; (c) any or all of your rights or obligations under the Development Agreement; or (d) all or substantially all of the assets of the developer's business.
l.	Our approval of transfer by you	11.4, 12	We have the right to review and approve all proposed transfers.
m.	Conditions for our approval of transfer	11.4, 12	Your compliance with the agreement, a release, the buyer's signature of a new Development Agreement (which may contain terms and conditions materially different from those in your original agreement), the payment of transfer fee, and others; please also see §§ 16.5.1 to 16.5.10 of the Franchise Agreement. We may withhold our consent to a transfer of some, but not all, of the Franchise Agreements separate from one another, and in any case, separate from the rights set forth under the Development Agreement.
n.	Our right of first refusal to acquire your business	11.4, 12	We can match any offer, or the cash equivalent. Please also see § 16.6 of the Franchise Agreement.
o.	Our option to purchase your business	11.4, 12	We can acquire your lease or sublease for the premises, and purchase your equipment, material, and inventory at cost or fair market value after termination or expiration. Please also see §§ 18.4–18.5 of the Franchise Agreement
p.	Your death or disability	11.4, 12	An interest in Development Agreement must be transferred to a third-party we have approved within six months. Please also see § 16.7 of the Franchise Agreement.

DEVELOPMENT AGREEMENT			
	Obligation	Section in Development Agreement	Summary
q.	Non-competition covenants during the franchise term	11.7	Prohibits engaging in “Competitive Business” (meaning any foodservice business that that is the same as or similar to the overall presentation of a “Happy’s Pizza” Restaurant; and/or (b) whose sale of burgers accounts for more than 10% of its total offerings and/or total revenue in any one or month calendar months) during the Development Agreement term with no other temporal or geographical limitation.
r.	Non-competition covenants after the franchise is terminated or expires	11.7	Includes a two-year prohibition similar to “q” (above), within the Development Area and within five miles of that area, and also within five miles of any other Restaurant then operating under the System.
s.	Modification of the agreement	14	Must be in writing executed by both parties.
t.	Integration/merger clause	14	Only the terms of the Development Agreement are binding. Notwithstanding the foregoing, nothing in the Development Agreement is intended to disclaim the express representations made in this FDD.
u.	Dispute resolution by arbitration or mediation	11.14	Before bringing an action in court, the parties must first submit the dispute to non-binding mediation (except for injunctive relief). The Development Agreement contains provisions that may affect your legal rights, including a waiver of jury trial, waiver of punitive or exemplary damages, and limitations on when claims may be raised. Please also see § 27 of the Franchise Agreement. Please also see the various state disclosure addenda and agreement amendments attached to this disclosure document, which contain additional terms that may be required under applicable state law.
v.	Choice of forum	11.14	Any action you bring against us must be brought only within courts with jurisdiction over Farmington Hills, Michigan. Any action we bring against you may be brought in jurisdiction where we maintain our principal place of business. Your state law may impact this provision.

DEVELOPMENT AGREEMENT			
	Obligation	Section in Development Agreement	Summary
w.	Choice of law	11.14	Michigan law. Your state law may impact this provision.

ITEM 18**PUBLIC FIGURES**

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

ITEM 19**FINANCIAL PERFORMANCE REPRESENTATIONS**

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

The following information is provided for the purpose of helping you evaluate the potential earnings capability of a "Happy's Pizza" Restaurant unit franchise. Please carefully read all information in this Item 19, including the notes following the table, which explain the information and the limitations on the information contained in this Item 19. The data in this Item 19 is historical information for the calendar years indicated.

As of December 31, 2024, there were 54 "Happy's Pizza" Standard Restaurant franchises in operation, all of which were franchised outlets. The Gross Sales information in the table is based on Gross Sales for the calendar year 2024 for the 40 franchised outlets open and operating at the end of 2024 and that were open for the entire twelve-month period ending December 31, 2024, excluding the 4 franchised outlets that were not open for the full calendar year and 10 Restaurants that operate as co-branded with Savvy Sliders.

The data in this Item 19 does not include the results of (and do not apply to) "Happy's Express" units.

Gross Sales Information--2024

Description	Amount
Top 25 Standard Restaurants - Average Gross Sales <i>(9 of the 25 (36%) met or exceeded the average)</i>	\$1,190,213
Top 25 Standard Restaurants - Median Gross Sales	\$1,130,065
Bottom 25 Standard Restaurants - Average Gross Sales <i>(14 of the 25 (56%) met or exceeded the average)</i>	\$864,643
Bottom 25 Standard Restaurants - Median Gross Sales	\$887,997
All Standard Restaurants - Average Gross Sales (40 Standard Restaurants) <i>(20 of the 40 (50%) met or exceeded the average)</i>	\$1,051,642
All Standard Restaurants - Median Gross Sales (40 Standard Restaurants)	\$1,069,119
All Standard Restaurants - Highest Gross Sales (40 Standard Restaurants)	\$1,910,186
All Standard Restaurants - Lowest Gross Sales (40 Standard Restaurants)	\$471,439

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

Notes:

1. "Gross Sales," as used in the table, means all revenues from the Restaurant, excepting only sales taxes collected and paid to the taxing authority, cash refunded, and credits given to customers.
2. The figures in the table reflect, in part, information reported to us by independent owners of "Happy's Pizza" Restaurants. We do not know if the figures reported to us were audited or whether they were prepared in accordance with generally accepted accounting principles (GAAP). We have not independently audited the figures.
3. The Gross Sales data in the table is a compilation of information from existing Restaurants and should not be considered as the actual results that will be realized by you. Gross Sales do not reflect the actual potential net income of a "Happy's Pizza" Restaurant and should not be relied on in calculating profitability. There are a number of fixed and variable costs associated with the development and operation of a "Happy's Pizza" Restaurant that are not reflected above and that vary among individual "Happy's Pizza" Restaurant franchises. These expenses, which are likely to be significant, include, but are not limited to, the following: costs described in Items 6 and 7 of this Franchise Disclosure Document;

rent and other occupancy costs; food and supplies; labor and other employee costs; utilities; taxes; insurance; repairs and maintenance; credit card and bank fees; royalty and advertising payments; interest or finance charges if you finance some or all of the cost of the franchise; depreciation on property and equipment; accounting and legal fees and general administrative expenses; any pre-opening or amortization of organization costs; costs associated with regulatory compliance; and management costs. We strongly encourage you to consult with your financial advisors in reviewing the information in this Item 19, in particular, in estimating the categories and amount of expenses you will incur in establishing and operating a “Happy’s Pizza” Restaurant franchise.

Written substantiation for the financial performance representation will be made available to the prospective franchisee on reasonable request.

Financial Information for Specific Operating Units

We may give a prospective franchisee who is seeking to buy a specific operating unit, whether owned by us, an affiliate or another franchisee, actual operating results of that unit.

We recommend that you make your own independent investigation to determine whether or not the franchise may be profitable to you. You should use the above information only as a reference in conducting your analysis and preparing your own projected income statements and cash flow statements. We suggest strongly that you consult your financial advisor or personal accountant concerning financial projections and federal, state and local income taxes and any other applicable taxes that you may incur in operating a franchised Restaurant.

Other than the preceding financial performance representation, we do not make any representations about a franchisee’s future financial performance or 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 the actual records of that outlet. If you receive any other financial performance information or projections or your future income, you should report it to the franchisor’s management by contacting the Chief Administrative Officer at 30955 Northwestern Highway, Suite 300, Farmington Hills, Michigan 48334 or (248) 538-0000, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20

OUTLETS AND FRANCHISEE INFORMATION

**Table No. 1
Systemwide Outlet Summary For Years 2022 to 2024**

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2022	61	56	-5
	2023	56	57	+1
	2024	57	54	-3
Affiliate-Owned	2022	0	0	0
	2023	0	0	0
	2024	0	0	0

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Total Outlets	2022	61	56	-5
	2023	56	57	+1
	2024	57	54	-3

Table No. 2
Transfers of Outlets From Franchisees to New Owners (Other than the Franchisor)
For Years 2022 to 2024

State	Year	Number of Transfers
Michigan	2022	5
	2023	8
	2024	2
Ohio	2022	1
	2023	0
	2024	1
Totals	2022	6
	2023	8
	2024	3

Table No. 3
Status of Franchised Outlets For Years 2022 to 2024

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations – Other Reasons	Outlets at End of Year
Michigan	2022	50	0	0	0	0	5	45
	2023	45	2	0	0	0	0	47
	2024	47	3	2	0	0	2	45
Ohio	2022	11	2	0	0	0	2	11
	2023	11	0	0	0	0	1	10
	2024	10	0	1	0	0	1	9
Totals	2022	61	2	0	0	0	7	56
	2023	56	2	0	0	0	1	57
	2024	57	3	3	0	0	3	54

Table No. 4
Status of Affiliate-Owned Outlets For Years 2022 to 2024

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
All States	2022	0	0	0	0	0	0
	2023	0	0	0	0	0	0
	2024	0	0	0	0	0	0
Totals	2022	0	0	0	0	0	0
	2023	0	0	0	0	0	0
	2024	0	0	0	0	0	0

Table No. 5
Projected Openings as of December 31, 2024

State	Franchise Agreements Signed But Outlet Not Yet Opened	Projected New Franchised Outlet in the Next Fiscal Year	Projected New Affiliate-Owned Outlet in the Next Fiscal Year
Michigan	0	6	0
Totals	0	6	0

The information in the tables is as of December 31 of each year. States not listed had no data to report.

Eleven of the Restaurants operating as of December 31, 2024 were Co-Branded Restaurants, ten of which were located in Michigan and one of which was located in Ohio.

We and our affiliates do not currently own or operate any company-owned Restaurants.

The names, addresses and telephone numbers of all current Restaurants (including Franchised Outlets and Affiliate-Owned Outlets), are listed on Exhibit I. A list of the name, city and state and current business telephone number, or if unknown, the last home telephone number of every franchisee who has had a franchise terminated, cancelled, not renewed or otherwise voluntarily or involuntarily ceased to do business under a Franchise Agreement during the calendar year 2024 or who has not communicated with us within ten weeks of our application date (or the date of this Franchise Disclosure Document, if this Franchise Disclosure Document is not for use in a state requiring registration of franchises) is attached as Exhibit K. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

During the last three fiscal years we have not signed confidentiality clauses with current or former franchisees. In some instances, current and former franchisees may sign provisions restricting their ability to speak openly about their experience with us. 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.

There are no trademark-specific franchisee organizations associated with the “Happy’s Pizza” franchise system that have been created, sponsored or endorsed by us or that have asked to be included in our Franchise Disclosure Document.

ITEM 21**FINANCIAL STATEMENTS**

Our financial statements listed below are attached to this disclosure document.

- Exhibit A-1: Audited Balance Sheets as of December 31, 2024, December 31, 2023, and December 31, 2022 and the related audited Statements of Income and Member’s Equity (Deficit) and Cash Flows for the 12-month periods ending December 31, 2024, December 31, 2023, and December 31, 2022.
- Exhibit A-2: Unaudited Balance Sheet as of May 31, 2025 and Unaudited Profit and Loss Statements for the Period of January 1, 2025 to May 31, 2025.

ITEM 22**CONTRACTS**

Attached as exhibits to this disclosure document are the following contracts and their attachments:

Exhibit B	Franchise Agreement
Exhibit C	Development Agreement
Exhibit I	Form of General Release

ITEM 23**RECEIPTS**

Attached as Exhibit K are two copies of an acknowledgment of receipt of this Disclosure Document (the last two pages of this Disclosure Document). Please sign and date one copy of the receipt and send that back to us, and keep the other copy with this FDD for your records.

EXHIBIT A-1

AUDITED FINANCIAL STATEMENTS

HAPPY'S PIZZA FRANCHISE, LLC

AUDITED FINANCIAL STATEMENTS

Years ended December 31, 2024 and 2023

HAPPY'S PIZZA FRANCHISE, LLC

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INDEPENDENT AUDITOR'S REPORT

To the Managing Member of
Happy's Pizza Franchise, LLC

Opinion

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

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

Basis for Opinion

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

Responsibilities of Management for the Financial Statements

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

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

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with 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.

To the Managing Member of
Happy's Pizza Franchise, LLC
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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.

Report on Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The schedules of general and administrative expenses are presented for purposes of additional analysis and are not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Other Information Included in the Company's Franchise Disclosure Document

Management is responsible for the other information included in the Company's Franchise Disclosure Document. The other information comprises information regarding the franchisor, applicable fees, initial investment amounts, obligations, franchise agreements, restrictions, and franchisee information and statistics among other items, but it does not include the financial statements and our auditor's report thereon. Our opinion on the financial statements does not cover the other information, and we do not express an opinion or any form of assurance on it.

To the Managing Member of
Happy's Pizza Franchise, LLC
Page Three

In connection with our audit of the financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

UHY LLP

Farmington Hills, Michigan
May 1, 2025

HAPPY'S PIZZA FRANCHISE, LLC
BALANCE SHEETS

	December 31,	
	<u>2024</u>	<u>2023</u>
ASSETS		
CURRENT ASSETS		
Cash	\$ 1,780	\$ 20,619
Accounts receivable, trade	58,255	31,879
Inventory	2,000	2,000
	<u>62,035</u>	<u>54,498</u>
Total current assets	62,035	54,498
PROPERTY AND EQUIPMENT, NET	471,134	519,496
RELATED PARTY RECEIVABLES	2,816,552	1,993,953
OTHER RECEIVABLES	8,600	31,382
RIGHT-OF-USE ASSETS	<u>23,048</u>	<u>34,481</u>
TOTAL ASSETS	<u>\$ 3,381,369</u>	<u>\$ 2,633,810</u>
LIABILITIES AND MEMBER'S EQUITY		
CURRENT LIABILITIES		
Deferred revenue	\$ 40,375	\$ 64,181
Accounts payable	4,950	27,925
Accrued payroll	32,665	35,231
Accrued expenses	25,720	25,885
Current portion of operating lease liabilities	9,547	11,433
Current portion of long-term debt	43,322	27,979
	<u>156,579</u>	<u>192,634</u>
Total current liabilities	156,579	192,634
LONG-TERM DEBT, LESS CURRENT PORTION	160,079	124,350
RELATED PARTY PAYABLES	2,811,253	1,983,842
OPERATING LEASE LIABILITIES, LESS CURRENT PORTION	13,501	23,048
MEMBER'S EQUITY (DEFICIT)	<u>239,957</u>	<u>309,936</u>
TOTAL LIABILITIES AND MEMBER'S EQUITY (DEFICIT)	<u>\$ 3,381,369</u>	<u>\$ 2,633,810</u>

HAPPY'S PIZZA FRANCHISE, LLC
STATEMENTS OF OPERATIONS AND MEMBER'S EQUITY (DEFICIT)

	Years ended December 31,			
	2024		2023	
	Amount	Percent of Total Revenues	Amount	Percent of Total Revenues
Revenues				
Initial franchise fees	\$ 9,456	.3 %	\$ 9,881	.3 %
Royalty commissions	2,757,014	80.4	2,659,401	81.8
Other revenue	663,001	19.3	582,315	17.9
Total revenues	<u>3,429,471</u>	<u>100.0</u>	<u>3,251,597</u>	<u>100.0</u>
Expenses				
General and administrative expenses	2,025,362	59.0	1,463,339	44.8
Interest expense	17,952	.5	7,313	.2
Other expense	9,360	.3	8,557	.3
Total expenses	<u>2,052,674</u>	<u>59.8</u>	<u>1,479,209</u>	<u>45.3</u>
Net income	<u>1,376,797</u>	<u>40.2 %</u>	<u>1,772,388</u>	<u>54.7 %</u>
Member's equity, beginning	309,936		106,753	
Member contributions	-		831,600	
Member distributions	<u>(1,446,776)</u>		<u>(2,400,805)</u>	
Member's equity (deficit) ending	<u>\$ 239,957</u>		<u>\$ 309,936</u>	

HAPPY'S PIZZA FRANCHISE, LLC

STATEMENTS OF CASH FLOWS

	<u>Years ended December 31,</u>	
	<u>2024</u>	<u>2023</u>
OPERATING ACTIVITIES		
Net income	\$ 1,376,797	\$ 1,772,388
Adjustments to reconcile net income to net cash flows from operating activities:		
Depreciation and amortization	150,375	144,942
Credit losses	13,695	16,760
Loss on disposal of assets	9,360	8,557
Changes in:		
Accounts receivable	(40,071)	(6,547)
Other receivables	22,782	(31,382)
Prepaid expenses	-	1,237
Accounts payable	(22,975)	(1,214)
Deferred revenue	(23,806)	13,569
Accrued payroll and other expenses	(2,731)	13,531
	<u>1,483,426</u>	<u>1,931,841</u>
INVESTING ACTIVITIES		
Proceeds on sale of property and equipment	35,000	82,000
Expenditures for property and equipment	(103,701)	(122,250)
	<u>(68,701)</u>	<u>(40,250)</u>
FINANCING ACTIVITIES		
Proceeds from long-term debt	91,169	98,000
Payments of long-term debt	(59,166)	(31,649)
Member contributions	-	831,600
Member distributions	(1,446,776)	(2,400,805)
Related party receivables	(822,599)	11,497
Related party payables	803,808	(412,162)
	<u>(1,433,564)</u>	<u>(1,903,519)</u>
NET CHANGE IN CASH	(18,839)	(11,928)
CASH, Beginning	20,619	32,547
CASH, Ending	\$ 1,780	\$ 20,619

HAPPY'S PIZZA FRANCHISE, LLC
NOTES TO FINANCIAL STATEMENTS
December 31, 2024 and 2023

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The following is a summary of certain accounting policies followed in the preparation of these financial statements. The policies conform to accounting principles generally accepted in the United States of America and have been consistently applied in the preparation of these financial statements.

Company Operations

Happy's Pizza Franchise, LLC (the "Company") is the master franchisor to license Happy's Pizza restaurants.

Use of Estimates

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

Accounts Receivable and Allowance for Credit Losses

The Company carries its accounts receivable at invoiced amount less an allowance for credit losses. Generally, the Company does not require collateral for its accounts receivable. On a periodic basis, the Company evaluates its accounts receivable and establishes an allowance for credit losses when deemed necessary, based on the history of past write-offs and collections, current credit conditions, and reasonable and supportable forecasts of collectability. Management estimates that no allowance for credit losses is necessary for the years ended December 31, 2024 and 2023.

Property and Equipment

Management capitalizes expenditures for property and equipment. Expenditures for maintenance and repairs are charged to expense. Property and equipment are carried at cost. Adjustments of the assets and the related accumulated depreciation accounts are made for property and equipment retirements and disposals, with the resulting gain or loss included in the statement of operations.

Depreciation

Depreciation of property and equipment is computed using the straight-line and accelerated methods over the estimated useful lives of the assets at acquisition.

HAPPY'S PIZZA FRANCHISE, LLC
NOTES TO FINANCIAL STATEMENTS
December 31, 2024 and 2023

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Inventory

Inventory consists of computer equipment held for resale to franchisees.

Income Taxes

The Company is organized as a limited liability company (LLC), which is generally not a taxpaying entity for federal income tax purposes. Income from the Company is taxed to the members on their individual income tax returns. The members may take capital withdrawals each year to pay their personal income tax liabilities.

ASC guidance regarding accounting for uncertainty in income taxes clarifies the accounting for income taxes by prescribing the minimum recognition threshold an income tax position is required to meet before being recognized in the financial statements and applies to all income tax positions. Each income tax position is assessed using a two-step process. A determination is first made as to whether it is more likely than not that the income tax position will be sustained, based upon technical merits, upon examination by the taxing authorities. If the income tax position is expected to meet the more likely than not criteria, the benefit recorded in the financial statements equals the largest amount that is greater than 50% likely to be realized upon its ultimate settlement. At December 31, 2024 and 2023, there were no uncertain tax positions that require accrual.

Revenue Recognition

The Company's revenues consist of initial franchise fees, transfer fees, renewal fees, royalty commissions, and other revenue.

Royalty commissions are based on a monthly fee paid and are recognized when earned. Other revenues are monthly fees for services provided on behalf of the restaurants, which is recognized as other revenue when earned.

Initial franchise fees, transfer fees, and renewal fees are recognized as revenue as the various performance obligations are satisfied. Any amounts related to performance obligations that are not satisfied are recorded as deferred revenue.

HAPPY'S PIZZA FRANCHISE, LLC
NOTES TO FINANCIAL STATEMENTS
December 31, 2024 and 2023

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Revenue Recognition (Continued)

Contract balances consist of the following:

	December 31,	
	2024	2023
Receivables, beginning of year	\$ 31,879	\$ 42,092
Receivables, end of year	\$ 58,255	\$ 31,879
Contract liabilities, beginning of year	\$ 64,181	\$ 50,612
Contract liabilities, end of year	\$ 40,375	\$ 64,181

Disaggregation of Revenue

	Years ended December 31,	
	2024	2023
Revenues recognized over time:		
Initial franchise fees	\$ 9,456	\$ 9,881
Franchise renewal and transfer fees - included in royalty commissions	20,600	7,800
Total revenues recognized over time	<u>30,056</u>	<u>17,681</u>
Revenues recognized at a point in time:		
Royalty Commissions	2,736,414	2,651,601
Other revenue	663,001	582,315
Total revenues recognized at a point in time	<u>3,399,415</u>	<u>3,233,916</u>
Total revenues recognized under Topic 606	<u>\$ 3,429,471</u>	<u>\$ 3,251,597</u>

Advertising

Advertising costs are expensed as incurred and totaled \$4,435 and \$150 for the years ended December 31, 2024 and 2023, respectively.

HAPPY'S PIZZA FRANCHISE, LLC
NOTES TO FINANCIAL STATEMENTS
December 31, 2024 and 2023

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Leases

The Company determines if an arrangement is a lease at inception by determining whether the agreement conveys the right to control the use of the identified asset for a period of time, whether the Company has the right to obtain substantially all of the economic benefits from use of the identified asset, and the right to direct the use of the asset. Lease liabilities are recognized at the commencement date based upon the present value of the remaining future minimum lease payments over the lease term using the rate implicit in the lease or the risk-free rate. The risk-free rate is defined as the daily treasury par yield curve rate for a period of time that approximates the lease term.

The Company's lease terms include options to renew or terminate the lease when it is reasonably certain that it will exercise the option.

The lease right-of-use assets are initially measured at the carrying amount of the lease liability and adjusted for any prepaid or accrued lease payments, remaining balance of lease incentives received, unamortized initial direct costs, or impairment charges relating to the right-of-use-asset. Certain leases contain escalation clauses, which are factored into the right-of-use asset where appropriate. Lease expense for minimum lease payments are recognized on straight-line basis over the lease term.

Variable lease expenses include payments based upon changes in a rate or index, such as consumer price indexes, as well as usage of the lease asset are expensed as incurred. The Company's lease agreements do not contain any material residual value guarantees or material restrictive covenants.

Subsequent Events

The Company has performed a review of events subsequent to the balance sheet date through May 1, 2025, the date the financial statements were available to be issued.

NOTE 2 – FRANCHISING

The Company executes franchise agreements that set the terms of its arrangement with each franchisee. The franchise requires the franchisee to pay an initial non-refundable fee and monthly royalty fees. Direct costs of sales and servicing of franchise and license agreements are charged to general and administrative expenses as incurred. The Company has franchises in Michigan, Ohio and Nevada.

HAPPY'S PIZZA FRANCHISE, LLC
NOTES TO FINANCIAL STATEMENTS
December 31, 2024 and 2023

NOTE 3 – LEASES

The Company has operating leases with third parties from which it leases vehicles and equipment and operating leases under which it leases a facility from a related party with common ownership. The Company's leases have remaining lease terms that mature through 2027.

The Company has a month-to-month lease under which the Company leases facilities from another entity through common ownership. Lease expense charged under short-term related party leases is included in short-term lease expense below.

The components of lease costs, including related party leases, are as follows for the years ended December 31, 2024 and December 31, 2023:

	December 31,	
	2024	2023
Third party operating lease expense	\$ 12,528	\$ 15,853
Related party short-term lease expense	120,000	135,426
	<u>\$ 132,528</u>	<u>\$ 151,279</u>

The weighted average remaining lease term of third-party operating leases as of December 31, 2024 and 2023 was 2.67 and 3.40 years, respectively.

The weighted average discount rates of third-party operating leases as of December 31, 2024 and 2023 was 3.86% and 3.80%, respectively.

Minimum future lease payments under non-cancellable operating leases described above as of December 31 are as follows:

Years ending December 31,	Third Party - Operating Leases
2025	\$ 10,228
2026	7,008
2027	7,008
	<u>24,244</u>
Total undiscounted cash flows	24,244
Less: Present value discount	<u>(1,196)</u>
	23,048
Total lease liabilities	23,048
Less: current portion	<u>(9,547)</u>
	13,501
Lease liabilities, less current portion	<u>\$ 13,501</u>

HAPPY'S PIZZA FRANCHISE, LLC
NOTES TO FINANCIAL STATEMENTS
December 31, 2024 and 2023

NOTE 4 – PROPERTY AND EQUIPMENT

Property and equipment consist of the following:

	December 31,	
	2024	2023
Automobiles	\$ 372,656	\$ 274,987
Furniture and fixtures	391,253	386,908
Computer and office equipment	62,919	62,919
Total	826,828	724,814
Less accumulated depreciation and amortization	355,694	205,318
Property and equipment, net	<u>\$ 471,134</u>	<u>\$ 519,496</u>

Depreciation and amortization expense was \$150,375 and \$144,942 for the years ended December 31, 2024 and 2023, respectively.

NOTE 5 – RELATED PARTY TRANSACTIONS

The Company received royalty rebates of \$1,981,414 and \$1,920,601 from a related party through common ownership during the years ended December 31, 2024 and 2023, respectively.

There are also related party receivables of \$2,816,552 and \$1,993,953 and related party payables of \$2,811,253 and \$1,983,842 at December 31, 2024 and 2023, respectively.

See Note 7 for non-cash related party transactions.

HAPPY'S PIZZA FRANCHISE, LLC
NOTES TO FINANCIAL STATEMENTS
December 31, 2024 and 2023

NOTE 6 – LONG-TERM DEBT

Long-term debt consists of the following:

	December 31,	
	<u>2024</u>	<u>2023</u>
Note payable to a financial institution in monthly installments of \$1,100, including interest of 5.25% due September 2027. The note is secured by vehicles with a total cost of \$71,530.	\$ 44,068	\$ 58,574
Note payable to a financial institution in monthly installments of \$1,596, including interest of 7.94%, due December 2029. The note is secured by vehicles with a total cost of \$97,669.	78,815	-
Note payable to a financial institution in monthly installments of \$1,746, including interest of 8.44% due September 2029. The note is secured by vehicles with a total cost of \$109,600.	<u>80,518</u>	<u>93,755</u>
	203,401	152,329
Less current portion	<u>(43,322)</u>	<u>(27,979)</u>
Long-term portion	<u>\$ 160,079</u>	<u>\$ 124,350</u>

Aggregate principal payments on long-term debt for the next five years are as follows:

<u>Years ending December 31,</u>	<u>Amount</u>
2025	\$ 43,322
2026	46,532
2027	45,660
2028	35,816
2029	<u>32,071</u>
Total	<u>\$ 203,401</u>

HAPPY'S PIZZA FRANCHISE, LLC
NOTES TO FINANCIAL STATEMENTS
December 31, 2024 and 2023

NOTE 7 – STATEMENT OF CASH FLOWS

Cash paid for interest expense was \$17,952 and \$7,313 for the years ended December 31, 2024 and 2023, respectively.

The following non-cash transactions took place during the years ended December 31, 2024 and 2023:

The Company obtained \$-0- and \$31,277 of right-of-use assets in exchange for operating lease obligations of the same amount during the years ended December 31, 2024 and 2023, respectively.

In 2024, a related party transferred vehicles with a net book value of \$42,672 along with the related debt of \$19,069 to the Company. The difference of \$23,603 was recorded as a related party payable. During the year ended December 31, 2024, the Company received proceeds of \$35,000 for the vehicle and paid off the remaining debt balance.

In 2023, the Company transferred vehicles with a net book value of \$91,216 along with the related debt of \$59,022 to a related party. The difference of \$32,194 was recorded as a related party receivable.

SUPPLEMENTARY INFORMATION

HAPPY'S PIZZA FRANCHISE, LLC
SCHEDULES OF GENERAL AND ADMINISTRATIVE EXPENSES

	Years ended December 31,			
	2024		2023	
	Amount	Percent of Total Revenues	Amount	Percent of Total Revenues
Salaries and wages	\$ 951,346	27.7 %	\$ 557,134	17.1 %
Taxes:				
Payroll	137,448	4.0	47,023	1.4
Property	8,934	.3	8,510	.3
Professional fees	277,721	8.1	229,331	7.1
Office supplies and expense	117,585	3.4	137,258	4.2
Credit loss expense	33,695	1.0	16,760	.5
Rent expense	120,000	3.5	135,426	4.2
Employee benefits	92,361	2.7	85,930	2.6
Travel and entertainment	52,356	1.5	40,314	1.2
Auto expense	21,480	.6	23,993	.7
Advertising	4,435	.1	150	-
Life insurance	2,974	.1	2,974	.1
Utilities	16,517	.5	11,239	.3
Insurance	6,668	.2	11,366	.3
Donations	5,866	.2	-	-
Repairs and maintenance	3,570	.1	778	-
Depreciation and amortization	150,375	4.4	144,942	4.5
Subcontractors expense	14,203	.4	-	-
Dues and subscriptions	2,147	.1	360	-
Licenses and permits	1,077	-	6,016	.2
Uniforms and laundry service	4,604	.1	3,835	.1
	\$ 2,025,362	59.0 %	\$ 1,463,339	44.8 %

HAPPY'S PIZZA FRANCHISE, LLC

AUDITED FINANCIAL STATEMENTS

Years ended December 31, 2023 and 2022

HAPPY'S PIZZA FRANCHISE, LLC

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INDEPENDENT AUDITOR'S REPORT

To the Managing Member of
Happy's Pizza Franchise, LLC

Opinion

We have audited the accompanying financial statements of Happy's Pizza Franchise, LLC (the Company), which comprise the balance sheets as of December 31, 2023 and 2022, and the related statements of operations and member's equity, and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Company as of December 31, 2023 and 2022, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

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

Responsibilities of Management for the Financial Statements

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

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

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with 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.

To the Managing Member of
Happy's Pizza Franchise, LLC
Page Two

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.

Report on Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The schedules of general and administrative expenses are presented for purposes of additional analysis and are not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Other Information Included in the Company's Franchise Disclosure Document

Management is responsible for the other information included in the Company's Franchise Disclosure Document. The other information comprises information regarding the franchisor, applicable fees, initial investment amounts, obligations, franchise agreements, restrictions, and franchisee information and statistics among other items, but it does not include the financial statements and our auditor's report thereon. Our opinion on the financial statements does not cover the other information, and we do not express an opinion or any form of assurance on it.

To the Managing Member of
Happy's Pizza Franchise, LLC
Page Three

In connection with our audit of the financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

UHY LLP

Farmington Hills, Michigan
May 8, 2024

HAPPY'S PIZZA FRANCHISE, LLC
BALANCE SHEETS

	December 31,	
	2023	2022
ASSETS		
CURRENT ASSETS		
Cash	\$ 20,619	\$ 32,547
Accounts receivable, trade	31,879	42,092
Inventory	2,000	2,000
Prepaid expenses	-	1,237
	<hr/>	<hr/>
Total current assets	54,498	77,876
PROPERTY AND EQUIPMENT, NET	519,496	723,961
RELATED PARTY RECEIVABLES	1,993,953	1,973,256
OTHER RECEIVABLES	31,382	-
RIGHT-OF-USE ASSETS	34,481	16,959
	<hr/>	<hr/>
TOTAL ASSETS	\$ 2,633,810	\$ 2,792,052
	<hr/> <hr/>	<hr/> <hr/>
LIABILITIES AND MEMBER'S EQUITY		
CURRENT LIABILITIES		
Deferred revenue	\$ 64,181	\$ 50,612
Accounts payable	27,925	29,139
Accrued payroll	35,231	25,000
Accrued expenses	25,885	22,585
Current portion of operating lease liabilities	11,433	8,458
Current portion of long-term debt	27,979	29,154
	<hr/>	<hr/>
Total current liabilities	192,634	164,948
LONG-TERM DEBT, LESS CURRENT PORTION	124,350	115,846
RELATED PARTY PAYABLES	1,983,842	2,396,004
OPERATING LEASE LIABILITIES, LESS CURRENT PORTION	23,048	8,501
MEMBER'S EQUITY	309,936	106,753
	<hr/>	<hr/>
TOTAL LIABILITIES AND MEMBER'S EQUITY	\$ 2,633,810	\$ 2,792,052
	<hr/> <hr/>	<hr/> <hr/>

HAPPY'S PIZZA FRANCHISE, LLC
STATEMENTS OF OPERATIONS AND MEMBER'S EQUITY (DEFICIT)

	Years ended December 31,			
	2023		2022	
	Amount	Percent of Total Revenues	Amount	Percent of Total Revenues
Revenues				
Initial franchise fees	\$ 9,881	.3 %	\$ 33,932	.9 %
Royalty commissions	2,659,401	81.8	2,858,722	74.7
Other revenue	582,315	17.9	935,225	24.4
Total revenues	<u>3,251,597</u>	<u>100.0</u>	<u>3,827,879</u>	<u>100.0</u>
Expenses				
General and administrative expenses	1,463,339	44.8	2,022,394	53.1
Interest expense	7,313	-	5,882	-
Other expense	8,557	.3	-	-
Total expenses	<u>1,479,209</u>	<u>45.1</u>	<u>2,028,276</u>	<u>53.1</u>
Net income	<u>1,772,388</u>	<u>54.9 %</u>	<u>1,799,603</u>	<u>46.9 %</u>
Member's equity, beginning	106,753		730,797	
Member contributions	831,600		-	
Member distributions	<u>(2,400,805)</u>		<u>(2,423,647)</u>	
Member's equity, ending	<u>\$ 309,936</u>		<u>\$ 106,753</u>	

HAPPY'S PIZZA FRANCHISE, LLC
STATEMENTS OF CASH FLOWS

	<u>Years ended December 31,</u>	
	<u>2023</u>	<u>2022</u>
OPERATING ACTIVITIES		
Net income	\$ 1,772,388	\$ 1,799,603
Adjustments to reconcile net income to net cash flows from operating activities:		
Depreciation and amortization	144,942	121,867
Credit losses	16,760	-
Loss (gain) on disposal of assets	8,557	(2,603)
Changes in:		
Accounts receivable	(6,547)	(29,173)
Employee retention credit receivable	-	66,622
Other receivables	(31,382)	-
Prepaid expenses	1,237	(1,230)
Accounts payable	(1,214)	7,082
Deferred revenue	13,569	(81,432)
Accrued expenses	13,531	(39,040)
	<u>1,931,841</u>	<u>1,841,696</u>
Net cash provided by operating activities		
	<u>1,931,841</u>	<u>1,841,696</u>
INVESTING ACTIVITIES		
Proceeds on sale of property and equipment	82,000	-
Expenditures for property and equipment	(122,250)	(681,403)
	<u>(40,250)</u>	<u>(681,403)</u>
Net cash used in investing activities		
	<u>(40,250)</u>	<u>(681,403)</u>
FINANCING ACTIVITIES		
Proceeds from long-term debt	98,000	131,570
Payments of long-term debt	(31,649)	(19,562)
Member contributions	831,600	-
Member distributions	(2,400,805)	(2,333,647)
Related party receivables	11,497	16,362
Related party payables	(412,162)	1,033,979
	<u>(1,903,519)</u>	<u>(1,171,298)</u>
Net cash used in financing activities		
	<u>(1,903,519)</u>	<u>(1,171,298)</u>
NET CHANGE IN CASH	(11,928)	(11,005)
CASH, Beginning	32,547	43,552
CASH, Ending	\$ 20,619	\$ 32,547

HAPPY'S PIZZA FRANCHISE, LLC

NOTES TO FINANCIAL STATEMENTS

December 31, 2023 and 2022

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The following is a summary of certain accounting policies followed in the preparation of these financial statements. The policies conform to accounting principles generally accepted in the United States of America and have been consistently applied in the preparation of these financial statements.

Company Operations

Happy's Pizza Franchise, LLC (the "Company") is the master franchisor to license Happy's Pizza restaurants.

Use of Estimates

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

Accounts Receivable and Allowance for Credit Losses

The Company carries its accounts receivable at invoiced amount less an allowance for credit losses. Generally, the Company does not require collateral for its accounts receivable. On a periodic basis, the Company evaluates its accounts receivable and establishes an allowance for credit losses when deemed necessary, based on the history of past write-offs and collections, current credit conditions, and reasonable and supportable forecasts of collectability. Management estimates that no allowance for credit losses is necessary for the years ended December 31, 2023 and 2022.

Property and Equipment

Management capitalizes expenditures for property and equipment. Expenditures for maintenance and repairs are charged to expense. Property and equipment are carried at cost. Adjustments of the assets and the related accumulated depreciation accounts are made for property and equipment retirements and disposals, with the resulting gain or loss included in the statement of operations.

Depreciation

Depreciation of property and equipment is computed using the straight-line and accelerated methods over the estimated useful lives of the assets at acquisition.

HAPPY'S PIZZA FRANCHISE, LLC
NOTES TO FINANCIAL STATEMENTS
December 31, 2023 and 2022

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Inventory

Inventory consists of computer equipment held for resale to franchisees.

Income Taxes

The Company is organized as a limited liability company (LLC), which is generally not a taxpaying entity for federal income tax purposes. Income from the Company is taxed to the members on their individual income tax returns. The members may take capital withdrawals each year to pay their personal income tax liabilities.

ASC guidance regarding accounting for uncertainty in income taxes clarifies the accounting for income taxes by prescribing the minimum recognition threshold an income tax position is required to meet before being recognized in the financial statements and applies to all income tax positions. Each income tax position is assessed using a two-step process. A determination is first made as to whether it is more likely than not that the income tax position will be sustained, based upon technical merits, upon examination by the taxing authorities. If the income tax position is expected to meet the more likely than not criteria, the benefit recorded in the financial statements equals the largest amount that is greater than 50% likely to be realized upon its ultimate settlement. At December 31, 2023 and 2022, there were no uncertain tax positions that require accrual.

Revenue Recognition

The Company's revenues consist of initial franchise fees, transfer fees, renewal fees, royalty commissions, and other revenue.

Royalty commissions are based on a monthly fee paid and are recognized when earned. Other revenues are monthly fees for services provided on behalf of the restaurants, which is recognized as other revenue when earned.

Initial franchise fees, transfer fees, and renewal fees are recognized as revenue as the various performance obligations are satisfied. Any amounts related to performance obligations that are not satisfied are recorded as deferred revenue.

HAPPY'S PIZZA FRANCHISE, LLC
NOTES TO FINANCIAL STATEMENTS
December 31, 2023 and 2022

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Revenue Recognition (Continued)

Contract balances consist of the following:

	December 31,	
	2023	2022
Receivables, beginning of year	\$ 42,092	\$ 12,919
Receivables, end of year	\$ 31,879	\$ 42,092
Contract liabilities, beginning of year	\$ 50,612	\$ 132,044
Contract liabilities, end of year	\$ 64,181	\$ 50,612

Disaggregation of Revenue

	Years ended December 31,	
	2023	2022
Revenues recognized over time:		
Initial franchise fees	\$ 9,881	\$ 33,932
Franchise renewal and transfer fees - included in royalty commissions	7,800	6,667
Total revenues recognized over time	17,681	40,599
Revenues recognized at a point in time:		
Royalty Commissions	2,651,601	2,852,055
Other revenue	582,315	935,225
Total revenues recognized at a point in time	3,233,916	3,787,280
Total revenues recognized under Topic 606	<u>\$ 3,251,597</u>	<u>\$ 3,827,879</u>

Advertising

Advertising costs are expensed as incurred and totaled \$150 and \$8,381 for the years ended December 31, 2023 and 2022, respectively.

HAPPY'S PIZZA FRANCHISE, LLC
NOTES TO FINANCIAL STATEMENTS
December 31, 2023 and 2022

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Leases

The Company determines if an arrangement is a lease at inception by determining whether the agreement conveys the right to control the use of the identified asset for a period of time, whether the Company has the right to obtain substantially all of the economic benefits from use of the identified asset, and the right to direct the use of the asset. Lease liabilities are recognized at the commencement date based upon the present value of the remaining future minimum lease payments over the lease term using the rate implicit in the lease or the risk-free rate. The risk-free rate is defined as the daily treasury par yield curve rate for a period of time that approximates the lease term.

The Company's lease terms include options to renew or terminate the lease when it is reasonably certain that it will exercise the option.

The lease right-of-use assets are initially measured at the carrying amount of the lease liability and adjusted for any prepaid or accrued lease payments, remaining balance of lease incentives received, unamortized initial direct costs, or impairment charges relating to the right-of-use-asset. Certain leases contain escalation clauses, which are factored into the right-of-use asset where appropriate. Lease expense for minimum lease payments are recognized on straight-line basis over the lease term.

Variable lease expenses include payments based upon changes in a rate or index, such as consumer price indexes, as well as usage of the lease asset are expensed as incurred. The Company's lease agreements do not contain any material residual value guarantees or material restrictive covenants.

Reclassifications

Certain reclassifications have been made to the financial statements for the prior year to conform to the current year presentation.

Subsequent Events

The Company has performed a review of events subsequent to the balance sheet date through May 8, 2024, the date the financial statements were available to be issued.

Recently Adopted Accounting Pronouncement

In June 2016, the FASB issued ASU No. 2016-13, "Financial Instruments – Credit Losses" (Topic 326). The ASU includes changes to the accounting and measurement of financial assets including the Company's contracts receivable by requiring the Company to recognize an allowance for all expected losses over the life of the financial asset at origination. This is different from the current practice where an allowance is not recognized until the losses are considered probable.

HAPPY'S PIZZA FRANCHISE, LLC
NOTES TO FINANCIAL STATEMENTS
December 31, 2023 and 2022

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Recently Adopted Accounting Pronouncement (Continued)

The Company adopted the new standard effective January 1, 2023. The impact of the adoption was not considered material to the financial statements and primarily resulted in new/enhanced disclosures only.

NOTE 2 – FRANCHISING

The Company executes franchise agreements that set the terms of its arrangement with each franchisee. The franchise requires the franchisee to pay an initial non-refundable fee and monthly royalty fees. Direct costs of sales and servicing of franchise and license agreements are charged to general and administrative expenses as incurred. The Company has franchises in Michigan, Ohio and Nevada.

NOTE 3 – LEASES

The Company has operating leases for vehicles with third-party lessors. The Company's leases have remaining lease terms that mature through 2025. The Company had operating lease expenses from third-party operating leases totaling \$15,853 and \$8,000 for the years ended December 31, 2023 and 2022 respectively.

The weighted average remaining lease term of third-party operating leases as of December 31, 2023 and 2022 was 3.40 and 2.19 years, respectively.

The weighted average discount rates of third-party operating leases as of December 31, 2023 and 2022 was 3.80% and 2.91%, respectively.

Minimum future lease payments under non-cancellable operating and finance leases described above as of December 31 are as follows:

<u>Years ending December 31,</u>	<u>Third Party - Operating Leases</u>
2024	\$ 12,528
2025	10,228
2026	7,008
2027	7,008
Total undiscounted cash flows	36,772
Less: Present value discount	(2,291)
Total lease liabilities	<u>\$ 34,481</u>

HAPPY'S PIZZA FRANCHISE, LLC
NOTES TO FINANCIAL STATEMENTS
December 31, 2023 and 2022

NOTE 4 – PROPERTY AND EQUIPMENT

Property and equipment consist of the following:

	December 31,	
	2023	2022
Automobiles	\$ 274,987	\$ 415,284
Furniture and fixtures	386,908	230,727
Computer and office equipment	<u>62,919</u>	<u>216,450</u>
Total	724,814	862,461
Less accumulated depreciation and amortization	<u>205,318</u>	<u>138,500</u>
Property and equipment, net	<u><u>\$ 519,496</u></u>	<u><u>\$ 723,961</u></u>

Depreciation and amortization expense was \$144,942 and \$121,867 for the years ended December 31, 2023 and 2022, respectively.

NOTE 5 – RELATED PARTY TRANSACTIONS

The Company received royalty rebates of \$1,920,601 and \$2,095,055 from a related party through common ownership during the years ended December 31, 2023 and 2022, respectively.

There are also related party receivables of \$1,993,953 and \$1,973,256 and related party payables of \$1,983,842 and \$2,396,004 at December 31, 2023 and 2022, respectively.

See Note 7 for non-cash related party transactions.

HAPPY'S PIZZA FRANCHISE, LLC
NOTES TO FINANCIAL STATEMENTS
December 31, 2023 and 2022

NOTE 6 – LONG-TERM DEBT

Long-term debt consists of the following:

	December 31,	
	2023	2022
Note payable to a financial institution in monthly installments of \$938, including interest of 6.34% due August 2027. The note was transferred to a related party in 2023.	\$ -	\$ 45,354
Note payable to a financial institution in monthly installments of \$704, including interest of 7.10% due July 2026. The note was transferred to a related party in 2023.	-	27,298
Note payable to a financial institution in monthly installments of \$1,100, including interest of 5.25% due September 2027. The note is secured by vehicles with a total cost of \$71,530.	58,574	72,348
Note payable to a financial institution in monthly installments of \$1,746, including interest of 8.44% due September 2029. The note is secured by vehicles with a total cost of \$109,600.	93,755	-
	<u>152,329</u>	<u>145,000</u>
Less current portion	<u>(27,979)</u>	<u>(29,154)</u>
Long-term portion	<u>\$ 124,350</u>	<u>\$ 115,846</u>

Aggregate principal payments on long-term debt for the next five years are as follows:

Years ending December 31,	Amount
2024	27,979
2025	29,950
2026	32,059
2027	29,995
2028	18,861
Thereafter	13,485
Total	<u>\$ 152,329</u>

HAPPY'S PIZZA FRANCHISE, LLC
NOTES TO FINANCIAL STATEMENTS
December 31, 2023 and 2022

NOTE 7 – STATEMENT OF CASH FLOWS

Cash paid for interest expense was \$7,313 and \$5,882 for the years ended December 31, 2023 and 2022, respectively.

The following non-cash transactions took place during the years ended December 31, 2023 and 2022:

The Company obtained \$31,277 and \$24,689 of right-of-use assets in exchange for operating lease obligations of the same amount during the years ended December 31, 2023 and 2022, respectively.

In 2022, certain fixed assets were sold for \$90,000 and the proceeds were received directly by a related party. This amount was recorded as distributions for the year ended December 31, 2022.

In 2023, the Company transferred vehicles with a net book value of \$91,216 along with the related debt of \$59,022 to a related party. The difference of \$32,194 was recorded as a related party receivable.

SUPPLEMENTARY INFORMATION

HAPPY'S PIZZA FRANCHISE, LLC
SCHEDULES OF GENERAL AND ADMINISTRATIVE EXPENSES

	Years ended December 31,			
	2023		2022	
	Amount	Percent of Total Revenues	Amount	Percent of Total Revenues
Salaries and wages	\$ 557,134	17.1 %	\$ 861,517	22.5 %
Taxes:				
Payroll	47,023	1.4	82,595	2.2
Property	8,510	.3	543	-
Professional fees	229,331	7.1	270,826	7.1
Office supplies and expense	137,258	4.2	118,555	3.1
Credit loss expense	16,760	.5	-	-
Rent expense	135,426	4.2	144,056	3.8
Employee benefits	85,930	2.6	99,289	2.6
Travel and entertainment	40,314	1.2	221,027	5.8
Auto expense	23,993	.7	51,971	1.4
Advertising	150	-	8,381	.2
Life insurance	2,974	.1	2,974	.1
Utilities	11,239	.3	12,216	.3
Insurance	11,366	.3	11,299	.3
Donations	-	-	6,100	.2
Repairs and maintenance	778	-	2,080	.1
Depreciation and amortization	144,942	4.5	121,867	3.2
Dues and subscriptions	360	-	1,264	-
Licenses and permits	6,016	.2	2,122	.1
Uniforms and laundry service	3,835	.1	3,712	.1
	<u>\$ 1,463,339</u>	<u>44.8 %</u>	<u>\$ 2,022,394</u>	<u>53.1 %</u>

HAPPY'S PIZZA FRANCHISE, LLC

AUDITED FINANCIAL STATEMENTS

Years ended December 31, 2022 and 2021

HAPPY'S PIZZA FRANCHISE, LLC

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INDEPENDENT AUDITOR'S REPORT

To the Managing Member of
Happy's Pizza Franchise, LLC

Opinion

We have audited the accompanying financial statements of Happy's Pizza Franchise, LLC (the Company), which comprise the balance sheets as of December 31, 2022 and 2021, and the related statements of operations and member's equity, and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Company as of December 31, 2022 and 2021, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

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

Responsibilities of Management for the Financial Statements

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

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

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with 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.

To the Managing Member of
Happy's Pizza Franchise, LLC
Page Two

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.

Other Information Included in the Company's Franchise Disclosure Document

Management is responsible for the other information included in the Company's Franchise Disclosure Document. The other information comprises information regarding the franchisor, applicable fees, initial investment amounts, obligations, franchise agreements, restrictions, and franchisee information and statistics among other items, but it does not include the financial statements and our auditor's report thereon. Our opinion on the financial statements does not cover the other information, and we do not express an opinion or any form of assurance on it.

In connection with our audit of the financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.



Farmington Hills, Michigan
May 11, 2023

HAPPY'S PIZZA FRANCHISE, LLC
BALANCE SHEETS

	December 31,	
	2022	2021
ASSETS		
CURRENT ASSETS		
Cash	\$ 32,547	\$ 43,552
Accounts receivable, trade	42,092	12,919
Employee retention credit receivable	-	66,622
Inventory	2,000	2,000
Prepaid expenses	1,237	7
Total current assets	<u>77,876</u>	125,100
PROPERTY AND EQUIPMENT, NET	723,961	251,822
RELATED PARTY RECEIVABLES	1,973,256	1,989,618
RIGHT-OF-USE ASSETS	<u>16,959</u>	-
TOTAL ASSETS	<u>\$ 2,792,052</u>	<u>\$ 2,366,540</u>
LIABILITIES AND MEMBER'S EQUITY		
CURRENT LIABILITIES		
Deferred revenue	\$ 50,612	\$ 132,044
Accounts payable	29,139	22,057
Accrued payroll	25,000	55,000
Accrued expenses	22,585	31,625
Current portion of operating lease liabilities	8,458	-
Current portion of long-term debt	29,154	6,315
Total current liabilities	<u>164,948</u>	247,041
LONG-TERM DEBT, LESS CURRENT PORTION	115,846	26,677
RELATED PARTY PAYABLES	2,396,004	1,362,025
OPERATING LEASE LIABILITIES, LESS CURRENT PORTION	8,501	-
MEMBER'S EQUITY	<u>106,753</u>	730,797
TOTAL LIABILITIES AND MEMBER'S EQUITY	<u>\$ 2,792,052</u>	<u>\$ 2,366,540</u>

HAPPY'S PIZZA FRANCHISE, LLC
STATEMENTS OF OPERATIONS AND MEMBER'S EQUITY

	Years ended December 31,			
	2022		2021	
	Amount	Percent of Total Revenues	Amount	Percent of Total Revenues
Revenues				
Initial franchise fees	\$ -	- %	\$ 50,106	1.2 %
Royalty commissions	2,892,654	75.6	3,068,295	75.5
Other revenue	935,225	24.4	947,925	23.3
Total revenues	3,827,879	100.0	4,066,326	100.0
General and administrative expenses	2,028,276	53.3	2,671,565	65.8
Net income	1,799,603	46.7 %	1,394,761	34.2 %
Member's equity, beginning	730,797		735,235	
Member distributions	(2,423,647)		(1,399,199)	
Member's equity, ending	\$ 106,753		\$ 730,797	

HAPPY'S PIZZA FRANCHISE, LLC
STATEMENTS OF CASH FLOWS

	Years ended December 31,	
	2022	2021
OPERATING ACTIVITIES		
Net income	\$ 1,799,603	\$ 1,394,761
Adjustments to reconcile net income to net cash flows from operating activities:		
Depreciation and amortization	121,867	39,809
Gain on disposal of assets	(2,603)	-
Changes in:		
Accounts receivable	(29,173)	(4,839)
Employee retention credit receivable	66,622	(66,622)
Related party receivables	16,362	(510,863)
Prepaid expenses	(1,230)	2,907
Accounts payable	7,082	(2,072)
Related party payable	1,033,979	(687,143)
Deferred revenue	(81,432)	33,344
Accrued expenses	(39,040)	(4,050)
	<u>2,892,037</u>	<u>195,232</u>
Net cash provided by operating activities		
INVESTING ACTIVITY		
Expenditures for property and equipment	<u>(681,403)</u>	<u>(204,933)</u>
FINANCING ACTIVITIES		
Proceeds from long-term debt	131,570	35,494
Payments of long-term debt	(19,562)	(2,502)
Member distributions	<u>(2,333,647)</u>	<u>-</u>
	<u>(2,221,639)</u>	<u>32,992</u>
Net cash provided by (used in) financing activities		
NET CHANGE IN CASH	(11,005)	23,291
CASH, Beginning	<u>43,552</u>	<u>20,261</u>
CASH, Ending	<u>\$ 32,547</u>	<u>\$ 43,552</u>

HAPPY'S PIZZA FRANCHISE, LLC
NOTES TO FINANCIAL STATEMENTS
December 31, 2022 and 2021

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The following is a summary of certain accounting policies followed in the preparation of these financial statements. The policies conform to accounting principles generally accepted in the United States of America and have been consistently applied in the preparation of these financial statements.

Company Operations

Happy's Pizza Franchise, LLC (the "Company") is the master franchisor to license Happy's Pizza restaurants.

Use of Estimates

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

Accounts Receivable and Allowance for Doubtful Accounts

The Company carries its accounts receivable at invoiced amount less an allowance for doubtful accounts. Generally, the Company does not require collateral for its accounts receivable. On a periodic basis, the Company evaluates its accounts receivable and establishes an allowance for doubtful accounts, when deemed necessary, based on the history of past write-offs and collections and current credit conditions. Management estimates that no allowance for doubtful accounts is necessary for the years ended December 31, 2022 and 2021.

Property and Equipment

Management capitalizes expenditures for property and equipment. Expenditures for maintenance and repairs are charged to expense. Property and equipment are carried at cost. Adjustments of the assets and the related accumulated depreciation accounts are made for property and equipment retirements and disposals, with the resulting gain or loss included in the statement of operations.

Depreciation

Depreciation of property and equipment is computed using the straight-line and accelerated methods over the estimated useful lives of the assets at acquisition.

HAPPY'S PIZZA FRANCHISE, LLC
NOTES TO FINANCIAL STATEMENTS
December 31, 2022 and 2021

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Inventory

Inventory consists of computer equipment held for resale to franchisees.

Income Taxes

The Company is organized as a limited liability company (LLC), which is generally not a taxpaying entity for federal income tax purposes. Income from the Company is taxed to the members on their individual income tax returns. The members may take capital withdrawals each year to pay their personal income tax liabilities.

ASC guidance regarding accounting for uncertainty in income taxes clarifies the accounting for income taxes by prescribing the minimum recognition threshold an income tax position is required to meet before being recognized in the financial statements and applies to all income tax positions. Each income tax position is assessed using a two-step process. A determination is first made as to whether it is more likely than not that the income tax position will be sustained, based upon technical merits, upon examination by the taxing authorities. If the income tax position is expected to meet the more likely than not criteria, the benefit recorded in the financial statements equals the largest amount that is greater than 50% likely to be realized upon its ultimate settlement. At December 31, 2022 and 2021, there were no uncertain tax positions that require accrual.

Revenue Recognition

The Company's revenues consist of initial franchise fees, transfer fees, renewal fees, royalty commissions, and other revenue.

Royalty commissions are based on a monthly fee paid and are recognized when earned. Other revenues are monthly fees for services provided on behalf of the restaurants, which is recognized as other revenue when earned.

Initial franchise fees, transfer fees, and renewal fees are recognized as revenue as the various performance obligations are satisfied. Any amounts related to performance obligations that are not satisfied are recorded as deferred revenue.

HAPPY'S PIZZA FRANCHISE, LLC
NOTES TO FINANCIAL STATEMENTS
December 31, 2022 and 2021

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Revenue Recognition (Continued)

Contract balances consist of the following:

	December 31,	
	2022	2021
Receivables, beginning of year	\$ 12,919	\$ 8,080
Receivables, end of year	\$ 42,092	\$ 12,919
Contract liabilities, beginning of year	\$ 132,044	\$ 98,700
Contract liabilities, end of year	\$ 50,612	\$ 132,044

Disaggregation of Revenue

	Years ended December 31,	
	2022	2021
Revenues recognized over time:		
Initial franchise fees	\$ 33,932	\$ 8,606
Franchise renewal and transfer fees		
- included in royalty commissions	6,667	26,550
Total revenues recognized over time	40,599	35,156
Revenues recognized at a point in time:		
Initial franchise fees	-	41,500
Franchise renewal and transfer fees		
- included in royalty commissions	2,852,055	3,041,745
Other revenue	935,225	947,925
Total revenues recognized at a point in time	3,787,280	4,031,170
Total revenues recognized under Topic 606	\$ 3,827,879	\$ 4,066,326

Advertising

Advertising costs are expensed as incurred and totaled \$8,381 and \$654 for the years ended December 31, 2022 and 2021, respectively.

HAPPY'S PIZZA FRANCHISE, LLC
NOTES TO FINANCIAL STATEMENTS
December 31, 2022 and 2021

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Subsequent Events

The Company has performed a review of events subsequent to the balance sheet date through May 11, 2023, the date the financial statements were available to be issued.

Recently Adopted Accounting Pronouncement

The Company elected to adopt Accounting Standards Update (“ASU”) No. 2018-17, “Targeted Improvements to Related Party Guidance for Variable Interest Entities”. This ASU provides private companies with an accounting alternative in applying VIE guidance to entities under common control. As a result, the Company elected not to apply the VIE guidance to all affiliated entities under common control as management believes it meets all the criteria pertinent to the application of this accounting alternative. The Company’s carrying amount of assets to these affiliated entities was \$1,973,256 and \$1,989,618 for the years ended December 31, 2022 and 2021, respectively. The Company’s carrying amount of liabilities to these affiliated entities was \$2,396,004 and \$1,362,025, respectively.

In February 2016, the Financial Accounting Standards Board issued accounting standards update (“ASU”) 2016-02 “Leases (Topic 842)”. Under this guidance, an entity is required to recognize right-of-use assets and lease liabilities on its balance sheet and disclose key information about leasing arrangements.

The Company adopted the new standard effective January 1, 2022 using the modified retrospective approach. This approach allows the Company to initially apply the new accounting standards at the adoption date and recognize a cumulative adjustment to the opening balance of member’s equity in the period of adoption. The prior year comparative information has not been restated and continues to be reported under the accounting standards in effect for that period. The adoption of the new standards had no impact on member’s equity. On January 1, 2022, the Company recorded operating lease right-of-use assets totaling \$8,955 and operating lease liabilities totaling \$8,487.

The Company also early adopted ASC 2023-01 “Common Control Lease Arrangements”. As a result, the Company is permitted to use any written terms and conditions between the parties, without regard to their legal enforceability, to identify, classify and account for common control leases. In addition, the Company amortizes leasehold improvements related to a common control lease over their useful life to the common control group, regardless of the lease term, as long as they continue to control the use of the underlying leased asset

HAPPY'S PIZZA FRANCHISE, LLC
NOTES TO FINANCIAL STATEMENTS
December 31, 2022 and 2021

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Recently Adopted Accounting Pronouncement (Continued)

The new standard provides a number of optional practical expedients at transition. The Company elected certain practical expedients that must be elected as a package, which permit the Company to not reassess, under the new standard, prior conclusions about (1) lease identification, (2) lease classification and (3) initial direct costs. Additionally, the Company elected a short-term lease exception policy, which allows entities to not apply the new standard to short-term leases (i.e. leases with terms of 12 months or less) and a hindsight policy, which allows an entity to include current considerations for existing leases when determining initial lease terms. The Company has also elected to account for lease and non-lease components as a single component for all leases, and elected to utilize a risk-free rate for all leases when calculating the lease liability.

Leases

The Company determines if an arrangement is a lease at inception by determining whether the agreement conveys the right to control the use of the identified asset for a period of time, whether the Company has the right to obtain substantially all of the economic benefits from use of the identified asset, and the right to direct the use of the asset. Lease liabilities are recognized at the commencement date based upon the present value of the remaining future minimum lease payments over the lease term using the rate implicit in the lease or the risk-free rate. The risk-free rate is defined as the daily treasury par yield curve rate for a period of time that approximates the lease term.

The Company's lease terms include options to renew or terminate the lease when it is reasonably certain that it will exercise the option.

The lease right-of-use assets are initially measured at the carrying amount of the lease liability and adjusted for any prepaid or accrued lease payments, remaining balance of lease incentives received, unamortized initial direct costs, or impairment charges relating to the right-of-use-asset. Certain leases contain escalation clauses, which are factored into the right-of-use asset where appropriate. Lease expense for minimum lease payments are recognized on straight-line basis over the lease term.

Variable lease expenses include payments based upon changes in a rate or index, such as consumer price indexes, as well as usage of the lease asset are expensed as incurred. The Company's lease agreements do not contain any material residual value guarantees or material restrictive covenants.

HAPPY'S PIZZA FRANCHISE, LLC
NOTES TO FINANCIAL STATEMENTS
December 31, 2022 and 2021

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Upcoming Accounting Pronouncements

In June 2016, the FASB issues ASU No. 2016-13, "Financial Instruments – Credit Losses: Measurement of Credit Losses on Financial Instruments". The ASU includes changes to the accounting and measurement of financial assets including the Company's contracts receivable by requiring the Company to recognize an allowance for all expected losses over the life of the financial asset at origination. This is different from the current practice where an allowance is not recognized until the losses are considered probable. The new guidance will be effective for the Company's year ending December 31, 2023. Upon adoption, the ASU will be applied using a modified retrospective transition method to the beginning of the earliest period presented. The Company does not believe the adoption of the new standard will have a significant effect on the financial statements.

Government Grants

Effective January 1, 2021, the Company adopted International Accounting Standards No. 20, Accounting for Government Grants and Disclosure of Government Assistance, to account for proceeds received from government assistance programs as permitted by US GAAP when there is a lack of authoritative guidance under US GAAP. Proceeds from government grants and assistance are recognized in income when there is reasonable assurance that the Companies will meet all grant conditions. When the grant is related to operating expenses, the proceeds are recognized as income over the periods necessary to match them on a systematic basis to the costs to which they relate.

CARES Act

On March 27, 2020, the Coronavirus Aid Relief and Economic Securities Act ("CARES Act") was signed into law. The CARES Act contains a business relief provision, known as the employee retention payroll tax credit, to encourage businesses to keep employees on their payroll. This refundable tax credit was 50% of up to \$10,000 in wages paid by an eligible employer whose business has been financially impacted by COVID-19 through December 31, 2020. Effective January 1, 2021, this refundable payroll tax credit was 70% of up to \$10,000 in wages paid by an eligible employer whose business has been financially impacted by COVID-19 for each quarter. The Company accounted for the credits as a government grant and recognized employee retention credit income of \$66,662 for the year ended December 31, 2021, which is included in other revenue on the statement of operations and member's equity. At December 31, 2021, the Company recorded an Employee Retention Credit receivable of \$66,622, which was received in 2022. In 2021, the Company recorded expense of \$10,000 which is owed to a third-party vendor for assisting the Company in calculating the amount of credit. There were no revenues or expenses related to the CARES Act for the year ended December 31, 2022.

HAPPY'S PIZZA FRANCHISE, LLC
NOTES TO FINANCIAL STATEMENTS
December 31, 2022 and 2021

NOTE 2 – FRANCHISING

The Company executes franchise agreements that set the terms of its arrangement with each franchisee. The franchise requires the franchisee to pay an initial non-refundable fee and monthly royalty fees. Direct costs of sales and servicing of franchise and license agreements are charged to general and administrative expenses as incurred. The Company has franchises in Michigan, Ohio and Nevada.

NOTE 3 – LEASES

The Company has operating leases for vehicles with third-party lessors. The Company's leases have remaining lease terms that mature through 2025. The Company had operating lease expenses from third-party operating leases totaling \$8,000 for the year ended December 31, 2022. Rent expense under these leases totaled \$5,700 for the year ended December 31, 2021.

The weighted average remaining lease term of third party operating leases as of December 31, 2022 was 2.19 years.

The weighted average discount rates of third party operating leases as of December 31, 2022 was 2.91.

Minimum future lease payments under non-cancellable operating and finance leases described above as of December 31 are as follows:

Years ending December 31,	Third Party - Operating Leases
2023	\$ 8,845
2024	5,520
2025	3,220
Thereafter	-
Total undiscounted cash flows	17,585
Less: Present value discount	(626)
Total lease liabilities	<u>\$ 16,959</u>

HAPPY'S PIZZA FRANCHISE, LLC
NOTES TO FINANCIAL STATEMENTS
December 31, 2022 and 2021

NOTE 4 – PROPERTY AND EQUIPMENT

Property and equipment consist of the following:

	December 31,	
	2022	2021
Automobiles	\$ 415,284	\$ 284,496
Furniture and fixtures	230,727	58,578
Computer and office equipment	216,450	27,425
Total	862,461	370,499
Less accumulated depreciation and amortization	138,500	118,677
Property and equipment, net	<u>\$ 723,961</u>	<u>\$ 251,822</u>

Depreciation and amortization expense was \$121,867 and \$39,809 for the years ended December 31, 2022 and 2021, respectively.

NOTE 5 – RELATED PARTY TRANSACTIONS

During each of the years ended December 31, 2022 and 2021, the Company received royalty commissions of \$-0- and \$12,000, respectively, from a related party through common ownership. The Company also received royalty rebates of \$2,095,055 and \$2,337,632 from a related party through common ownership during the years ended December 31, 2022 and 2021, respectively.

The Company charges various related entities through common ownership for their allocated share of payroll, rent, utilities, office supplies and various administrative expenses. These charges totaled \$-0- and \$110,000 for each of the years ended December 31, 2022 and 2021, respectively.

As a result of such transactions there are related party receivables of \$1,973,256 and \$1,989,618 and related party payables of \$2,396,004 and \$1,362,025 at December 31, 2022 and 2021, respectively.

HAPPY'S PIZZA FRANCHISE, LLC
NOTES TO FINANCIAL STATEMENTS
December 31, 2022 and 2021

NOTE 6 – LONG-TERM DEBT

Long-term debt consists of the following:

	December 31,	
	2022	2021
Note payable to a financial institution in monthly installments of \$938, including interest of 6.34% due August 2027. The note is secured by a vehicle with a cost of \$76,000.	45,354	-
Note payable to a financial institution in monthly installments of \$704, including interest of 7.10% due July 2026. The note is secured by a vehicle with a cost of \$76,494.	27,298	32,992
Note payable to a financial institution in monthly installments of \$1,100, including interest of 5.25% due September 2027. The note is secured by vehicles with a total cost of \$71,530.	72,348	-
	<u>145,000</u>	<u>32,992</u>
Less current portion	<u>(29,154)</u>	<u>(6,315)</u>
Long-term portion	<u>\$ 115,846</u>	<u>\$ 26,677</u>

Aggregate principal payments on long-term debt for the next five years are as follows:

Years ending December 31,	Amount
2023	29,154
2024	30,949
2025	32,865
2026	31,332
2027	20,700
Total	<u>\$ 145,000</u>

HAPPY'S PIZZA FRANCHISE, LLC
NOTES TO FINANCIAL STATEMENTS
December 31, 2022 and 2021

NOTE 7 – STATEMENT OF CASH FLOWS

The following non-cash transactions took place during the years ended December 31, 2022 and 2021:

The Company recorded distributions of \$-0- and \$1,399,199, respectively, through an increase in related party payables for the years ended December 31, 2022 and 2021, respectively.

The Company obtained \$24,689 of right-of-use assets in exchange for operating lease obligations of the same amount during the year ended December 31, 2022. There were no such transactions for the year ended December 31, 2021.

Certain fixed assets were sold for \$90,000 and the proceeds were received directly by a related party. This amount was recorded as distributions for the year ended December 31, 2022. There were no such transactions for the year ended December 31, 2021.

SUPPLEMENTARY INFORMATION

HAPPY'S PIZZA FRANCHISE, LLC
SCHEDULES OF GENERAL AND ADMINISTRATIVE EXPENSES

	Years ended December 31,			
	2022		2021	
	Amount	Percent of Total Revenues	Amount	Percent of Total Revenues
Salaries and wages	\$ 861,517	22.5 %	\$ 1,309,171	32.2 %
Taxes:				
Payroll	82,595	2.2	115,001	2.8
Property	543	-	772	-
Professional fees	270,826	7.1	405,525	10.0
Office supplies and expense	124,437	3.3	196,457	4.8
Bad debt expense	-	-	11,350	.3
Rent expense	144,056	3.8	185,238	4.6
Employee benefits	99,289	2.6	78,048	1.9
Travel and entertainment	221,027	5.8	207,051	5.1
Auto expense	51,971	1.4	45,053	1.1
Advertising	8,381	.2	654	-
Life insurance	2,974	.1	2,974	.1
Utilities	12,216	.3	15,983	.4
Insurance	11,299	.3	11,121	.3
Donations	6,100	.2	22,371	.6
Repairs and maintenance	2,080	.1	3,460	.1
Depreciation and amortization	121,867	3.2	39,809	1.0
Dues and subscriptions	1,264	-	454	-
Miscellaneous	-	-	12,262	.3
Licenses and permits	2,122	.1	3,625	.1
Uniforms and laundry service	3,712	.1	5,186	.1
	\$ 2,028,276	53.3 %	\$ 2,671,565	65.8 %

EXHIBIT A-2

UNAUDITED STUB PERIOD BALANCE SHEET

THESE FINANCIAL STATEMENTS HAVE BEEN PREPARED WITHOUT AN AUDIT. PROSPECTIVE FRANCHISEES OR SELLERS OF FRANCHISES SHOULD BE ADVISED THAT NO CERTIFIED PUBLIC ACCOUNTANT HAS AUDITED THESE FIGURES OR EXPRESSED AN OPINION WITH REGARD TO THEIR CONTENT OR FORM.

	<u>May 31, 25</u>
ASSETS	
Current Assets	
Checking/Savings	34,552.38
Accounts Receivable	67,829.00
Other Current Assets	-216,335.43
Total Current Assets	<u>-113,954.05</u>
Fixed Assets	
1600 · Fixed Assets	
1630 · Furniture, Fixtures, & Equipme...	909,244.50
1690 · Accumulated Depreciation	-355,693.81
Total 1600 · Fixed Assets	<u>553,550.69</u>
Total Fixed Assets	553,550.69
Other Assets	23,048.00
TOTAL ASSETS	<u><u>462,644.64</u></u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	111,396.90
Long Term Liabilities	263,996.21
Total Liabilities	375,393.11
Equity	87,251.53
TOTAL LIABILITIES & EQUITY	<u><u>462,644.64</u></u>

HAPPY'S PIZZA FRANCHISE, LLC
Profit & Loss
January through May 2025

	<u>Jan - May 25</u>
Ordinary Income/Expense	
Income	1,510,341.33
Cost of Goods Sold	<u>60,950.00</u>
Gross Profit	1,449,391.33
Expense	<u>757,936.44</u>
Net Ordinary Income	691,454.89
Other Income/Expense	
Other Income	
9941 · Other Income	<u>1,870.39</u>
Total Other Income	1,870.39
Other Expense	
9950 · Interest Expense	<u>9,412.94</u>
Total Other Expense	<u>9,412.94</u>
Net Other Income	<u>-7,542.55</u>
Net Income	<u><u>683,912.34</u></u>

EXHIBIT B:

FRANCHISE AGREEMENT



Happy's Pizza
Franchise Agreement

**Happy's Pizza
Franchise Agreement**

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Exhibits:

A	Data Sheet	E	ADA Certification
B	Guarantee, Indemnification, and Acknowledgement	F	Sample Form of Non-Disclosure and Non-Competition Agreement
C	List of Principals	G	Site Selection Addendum
D	ACH - Authorization Agreement for Prearranged Payments (Direct Debits)	H	Lease Rider
		I	Index to Defined Terms

Happy's Pizza Franchise Agreement

THIS FRANCHISE AGREEMENT (the "**Agreement**") is made and entered into as of the date that we have indicated on the signature page of this Agreement (the "**Effective Date**") by and between:

- Happy's Pizza Franchise, LLC a Michigan limited liability company with its principal place of business at 30955 Northwestern Highway, Suite 300, Farmington Hills, Michigan 48334 ("**we**", "**us**", "**our**", or the "**Franchisor**"); and
- _____, a [resident of] [corporation organized in] [limited liability company organized in] the State of _____ with its offices at _____ ("**you**" or the "**Franchisee**").

Introduction

*We operate and grant franchises for restaurants operated under our Proprietary Marks (including "Happy's Pizza"), operating in buildings that feature our interior and/or exterior designs, and which also feature our Products (each a "**Restaurant**"). Restaurants specialize in the sale of pizza, ribs, chicken, seafood, subs, salads, and other products that we may periodically specify and/or approve for on-premises and carry-out consumption, which may include Proprietary Items (as defined in this Agreement) as well as non-Proprietary Items to customers on-site (collectively, the "**Products**"). All of the services associated with preparing, marketing, and providing Products to customers are referred to as "**Services**" in this Agreement.*

*Among the distinguishing characteristics of a Restaurant are that it operates under our "Happy's Pizza" System. Our System includes (among other things): Products; signage; distinctive interior and exterior design and accessories; opening hours; operational procedures; standards and specifications; quality and uniformity of products and services offered; recipes and preparation techniques; management and inventory control procedures; software; training and assistance; business format, layouts and floor plans, methods, equipment lists and layouts, menus, the Proprietary Marks (defined below), as well as advertising and promotional programs (together, the "**System**").*

*We identify the System by means of our Proprietary Marks. Our proprietary marks include certain trade names (for example, the "HAPPY'S PIZZA" mark; U.S. Reg. No. 3,608,919), service marks, trademarks, logos, emblems, and indicia of origin, as well as other trade names, service marks, and trademarks that we may periodically specify in writing for use in connection with the System (all of these are referred to as our "**Proprietary Marks**"). We and our affiliates continue to develop, use, and control the use of our Proprietary Marks to identify for the public the source of Products and Services marketed under those marks and under the System, and to represent the System's standards of quality, cleanliness, appearance, and service.*

We are in the business of developing and awarding franchise rights to third party franchisees, such as you. You will be in the business of operating a Restaurant, using the same brand and Proprietary Marks as other independent businesses that operate other Restaurants under the System (including some operated by our affiliates). We will not operate your Restaurant for you, although we have (and will continue) to set standards for Restaurants, which standards you have chosen to adopt as yours by signing this Agreement and by your day-to-day management of your Restaurant according to our brand standards.

You have asked to enter into the business of operating a Restaurant under our System and wish to obtain a franchise from us for that purpose, as well as to receive the training and other assistance we

provide as described in this Agreement. You also understand and acknowledge the importance of our standards of quality, cleanliness, appearance, and service and the necessity of operating the business franchised under this Agreement in conformity with our standards and specifications.

In recognition of all of the details noted above, the parties have chosen to enter into this Agreement, taking into account all of the promises and commitments that they are each making to one another in this Agreement, and for other good and valuable consideration (the sufficiency and receipt of which they hereby acknowledge) and they agree as follows:

1 GRANT

- 1.1 *Rights and Obligations.* We grant you the right, and you accept the obligation, all under the terms (and subject to the conditions) of this Agreement:
 - 1.1.1 To operate one Restaurant under the System (the “**Franchised Business**”);
 - 1.1.2 To use the Proprietary Marks and the System, but only in connection with the Franchised Business (recognizing that we may periodically change or improve the Proprietary Marks and the System); and
 - 1.1.3 To do all of those things only at the Accepted Location (as defined in Section 1.2 below).
- 1.2 *Accepted Location.* The street address of the location for the Franchised Business approved under this Agreement is specified in Exhibit A to this Agreement, and is referred to as the “**Accepted Location.**”
 - 1.2.1 When this Agreement is signed, if you have not yet obtained (and we have not yet approved in writing) a location for the Franchised Business, then:
 - 1.2.1.1 you agree to enter into a site selection addendum (the “**Site Selection Addendum**” in substantially the form that is attached as Exhibit H to this Agreement) at the same time as you sign this Agreement; and
 - 1.2.1.2 you will then find a site which will become the Accepted Location after we have given you our written approval for that site and you have obtained the right to occupy the premises, by lease, sublease, or acquisition of the property, all subject to our prior written approval and in accordance with the Site Selection Addendum and this Agreement.
 - 1.2.2 We have the right to grant, condition, and/or to withhold approval of the Accepted Location under this Section 1.2. You agree that our review and approval of your proposed location, under this Section 1.2 or pursuant to the Site Selection Addendum, does not constitute our assurance, representation, or warranty of any kind that your Franchised Business at the Accepted Location will be profitable or successful (as further described in Section 5 of the Site Selection Addendum).
 - 1.2.3 You agree not to relocate the Franchised Business except as otherwise provided in Section 5.9 below.
- 1.3 *Protected Area.* During the term of this Agreement, we will not operate, nor will we grant to any other party the right to operate, a Restaurant within the area that is specified as your

“Protected Area,” in the Data Addendum (Exhibit A), provided that you are in compliance with the terms of this Agreement (and also subject to Sections 1.4 through 1.7 below).

- 1.4 *Our Reserved Rights.* We and our affiliates reserve all rights that are not expressly granted to you under this Agreement. Among other things, we have the sole right to do any or all of the following (despite proximity to your Protected Area and/or Franchised Business as well as any actual or threatened impact on sales at your Franchised Business):
- 1.4.1 We have the right to establish, and franchise others to establish, Restaurants anywhere outside the Protected Area;
 - 1.4.2 We have the right to establish, and license others to establish, businesses that do not operate under the System and that do not use the Proprietary Marks licensed under this Agreement, even if those businesses offer or sell products and services that are the same as or similar to those offered from the Franchised Business, no matter where those businesses are located;
 - 1.4.3 We have the right to establish, and license others to establish, Restaurants at any Non-Traditional Facility or Captive Market Location (as defined below), whether outside or inside the Protected Area;
 - 1.4.4 We have the right to operate (and license other parties to operate) remote, dark, ghost, and all other kinds of off-premises kitchens anywhere, except as provided in Section 1.6 below;
 - 1.4.5 We have the right to conduct and/or authorize catering and delivery service anywhere, except as provided in Section 1.6 below;
 - 1.4.6 We have the right to acquire (or be acquired), combine, and/or otherwise merge with and then operate any business of any kind, anywhere (but not to be operated under as a “Happy’s Pizza” Restaurant inside the Protected Area); and
 - 1.4.7 We have the right to market and sell our Products in grocery stores and other retailers, superstores (such as “Costco” and “Wal-Mart”) or otherwise, through any channel of distribution (including alternative distribution channels such as e-commerce), anywhere (but not from a “Happy’s Pizza” Restaurant operating inside the Protected Area).
 - 1.4.8 Definitions.
 - 1.4.8.1 The term **“Captive Market Location”** is agreed to include, among other things, non-foodservice businesses of any sort within which a Restaurant or a branded facility is established and operated (including, for example, hotels and resorts).
 - 1.4.8.2 The term **“Non-Traditional Facility”** includes, among other things, college campuses, schools, casinos, airports and other travel facilities; federal, state, or local government facilities (including military bases); hospitals and medical facilities; theme and amusement parks; recreational facilities; seasonal facilities; shopping malls; theaters; and sporting event arenas and centers.
- 1.5 *Limits on Where You May Operate.*

- 1.5.1 You may offer and sell the Products only: **(a)** to customers of the Franchised Business; and **(b)** in accordance with the requirements of this Agreement and the procedures set out in the Brand Manual (defined below).
 - 1.5.2 You agree not to offer or sell any products or services (including the Products) through any means other than through the Franchised Business at the Accepted Location (so for example, you agree not to offer or sell services or products from satellite locations, temporary locations, mobile vehicles or formats, carts or kiosks, by use of catalogs, the Internet, through other businesses, and/or through any other electronic or print media).
 - 1.5.3 You agree that you will offer and sell Products from the Accepted Location only to retail customers:
 - 1.5.3.1 Face to face, for consumption on the Restaurant premises;
 - 1.5.3.2 Face to face, for personal carry-out consumption; and/or
 - 1.5.3.3 As provided in Section 1.6 below.
 - 1.5.4 You also understand that we will not prohibit other Restaurants or food service businesses (whether owned or franchised by us or by our affiliates) from delivering Products to customers at any location, whether inside or outside of the Protected Area.
- 1.6 *Delivery and Catering.* We have the right to approve or disapprove any activity(ies) proposed to take place outside the Restaurant, including Delivery and Catering activities. We will consider a range of factors in determining whether to approve proposed Delivery and/or Catering from the Franchised Business (whether directly and/or through third parties), including the period of time you have been operating your Franchised Business, your sales volume, whether you have met certain quality standards and other benchmarks, and other standards that we may determine. In addition:
- 1.6.1 You agree not to engage in Delivery and/or Catering services, whether inside or outside of the Protected Territory, unless you have obtained our prior written consent as to the proposed Delivery vendors and/or Catering orders.
 - 1.6.2 Any Delivery or Catering activities that you undertake must be conducted in accordance with our brand standards, whether those procedures are set out in the Brand Manual or otherwise in writing. By granting approval to any one or more proposals to Cater or to Deliver, we will not be deemed to have given our approval to, or waived our right to disapprove or condition our approval of, any ongoing or additional Catering or Delivery activities.
 - 1.6.3 We have the right (but not the obligation) to establish a catering program that may include online and telephone ordering features, on our own, and/or in conjunction with one or more outside vendors (the "**Catering Program**"). If we establish a Catering Program, you agree to participate and to pay the related fees and costs. (You understand that our third-party online ordering vendor currently charges a monthly fee of \$230 per store, and that the fee may change. You also understand that we have the right to assume the role of being the online ordering vendor.)
 - 1.6.4 We have the right to require that you conduct Delivery only through Restaurant staff and/or approved third-party delivery service providers ("**DSP Providers**"). We have

the right at all times to approve or disapprove of any such Delivery services, DSP Providers, and other related vendors (including aggregators), including the arrangements that you propose to make with any DSP Provider. You may be required to make marketing and per-transaction payments to the DSP Providers (and, in some instances, we may collect those payments and remit them to the DSP Providers).

- 1.6.5 All Delivery and Catering sales that you make in any manner will be covered by the requirements of this Agreement, including the requirement to include those sales as part of your Franchised Business' Gross Sales (see Section 4.2.2 below) for all purposes under this Agreement.
- 1.6.6 You may not operate (nor authorize any other party to operate) a remote food preparation facility and/or kitchen (including cloud kitchens, dark kitchens, ghost kitchens, and otherwise): **(a)** inside your Restaurant; and/or **(b)** away from the premises of your Restaurant.
- 1.7 *Other Brands.* You understand that we may operate (or be affiliated with companies that operate) businesses under brand names (whether as company-owned concepts, as a franchisor, as a franchisee, or otherwise) in addition to the "Happy's Pizza" brands, and also that we may acquire and operate businesses and other brands (or be acquired by a company that operates other brands) (currently including the "BurgerFi," "Savvy Sliders," and Fat Boys Pizza" concepts) (collectively, "**Other Brands**"). You understand and agree that this Agreement does not grant you any rights with respect to any such Other Brands.

2 TERM AND RENEWAL

- 2.1 *Term.* The term of this Agreement starts on the Effective Date and, unless this Agreement is earlier terminated in accordance with its provisions, will expire at the earlier of: (a) five (5) years after the date when your Franchised Business opens to paying customers; and (b) six (6) years after the Effective Date.
- 2.2 *Renewal.* You will have the right to renew your rights to operate the Franchise Business for two (2) additional consecutive successor terms of five (5) years each, so long as you have satisfied all of the conditions specified in Sections 2.2.1 through 2.2.9 before each such renewal:
- 2.2.1 You agree to give us written notice of your choice to renew at least twelve (12) months before the end of the term of this Agreement (but not more than eighteen (18) months before the term expires).
- 2.2.2 You agree to remodel and refurbish the Franchised Business to comply with our then-current standards in effect for new Restaurants (as well as the provisions of Section 8.8 below).
- 2.2.3 At the time of renewal: **(a)** you must be in compliance with the provisions of this Agreement (including any amendment to this Agreement), any successor to this Agreement, and/or any other contract between you (and your affiliates) and us (and our affiliates) and **(b)** in our reasonable judgment, you must have been in compliance during the term of this Agreement, even if we did not issue a notice of default or exercise our right to terminate this Agreement if you did not meet those obligations.
- 2.2.4 You must have timely met all of your financial obligations to us, our affiliates, the Marketing Fund, and/or the Regional Fund, as well as your vendors (including your

lessors, suppliers, staff, and all other parties with whom you do business), throughout the term of this Agreement (even if we did not issue a notice of default or exercise our right to terminate this Agreement if you did not meet your obligations). You must be current with respect to your financial and other obligations to your lessor, suppliers, and all other parties with whom you do business.

- 2.2.5 You must sign our then-current form of franchise agreement, which will supersede this Agreement in all respects (except with respect to the renewal provisions of the new franchise agreement, which will not supersede this Section 2), and which you agree may contain terms, conditions, obligations, rights, and other provisions that are substantially and materially different from those spelled out in this Agreement (including for example, a higher percentage Royalty Fee and marketing contribution). Your direct and indirect owners must also sign and deliver to us a personal guarantee of your obligations under the renewal form of franchise agreement. (In this Agreement, the term “**entity**” includes a corporation, a limited liability company, a partnership, a trust, and/or a limited liability partnership.)
- 2.2.6 Instead of a new initial franchise fee, you agree to pay to us a renewal fee equal to the greater of: (a) Six Thousand, Two Hundred, and Fifty Dollars (\$6,250); and (b) twenty-five percent (25%) of our then-current initial franchise fee.
- 2.2.7 You agree to sign and deliver to us a renewal agreement that will include a mutual general release (which will be effective as of when signed as well as the date of renewal), in a form that we will provide (which will include limited exclusions), which will release all claims against us and our affiliates, and our respective officers, directors, members, managers, agents, and employees. Your affiliates and your respective direct and indirect owners (and any other parties that we reasonably request) must also sign and deliver that release to us.
- 2.2.8 You and your personnel must meet our then-current qualification and training requirements.
- 2.2.9 You agree to present to us satisfactory evidence that you have the right to remain in possession of the Accepted Location for the entire renewal term of this Agreement.

3 OUR DUTIES

- 3.1 *Training.* We will provide you with the training specified in Section 6 below.
- 3.2 *Site Selection.* We will provide the site selection assistance that we think is needed (however, you will retain the sole responsibility for choosing a viable site, even though we will have provided assistance and our opinions on the options).
- 3.3 *Standard Layout and Equipping of a Restaurant.* We will make available to, at no additional charge, our standard layout, design and image specifications for a Restaurant, including the exterior and interior design and layout, fixtures, furnishings, equipment, and signs. We have the right to modify our standard layout plans and specifications as we deem appropriate periodically (however, once we have provided those plans and specifications to you, we will not further modify the layout plans and specifications for the initial construction of your Restaurant). We will also provide the site selection and lease review assistance called for under Section 5.3 below.

- 3.4 *Opening and Additional Assistance.* We may (but are not obligated to) provide a representative to be present at the grand opening of the Franchised Business. We will provide such additional on-site pre-opening and opening supervision and assistance that we think is advisable, and as may be described in the Brand Manual (defined below).
- 3.5 *Brand Manual.* We will provide you with access to one (1) copy of our confidential brand manuals and other written instructions relating to the operation of a Restaurant (the “**Brand Manual**”), in the manner and as described in Section 10 below, for you to use only in connection with operating the Restaurant during the term of this Agreement.
- 3.6 *Marketing Materials.* We will assist you in developing the Grand Opening Marketing Program (defined below). We have the right to approve or disapprove all marketing and promotional materials that you propose to use, pursuant to Section 13 below.
- 3.7 *Marketing Funds.* We will administer the Marketing Fund (as defined in Section 13 below) in the manner set forth in Section 13 below.
- 3.8 *Inspection Before Opening.* We will evaluate the Franchised Business before it first opens for business. You agree to not open the Franchised Business to customers or otherwise start operation until you have received our prior written approval to do so. You agree to provide us with written notice of the date that you intend to start operating at least forty-five (45) days before the planned opening date.
- 3.9 *Assistance.* We will provide you with assistance in the marketing, management, and operation of the Franchised Business at the times and in the manner that we determine. We will periodically offer you the services of certain of our representatives, such as a field consultant, and these representatives will periodically visit your Franchised Business and offer advice regarding your operations, as we deem necessary to meet our own standards.
- 3.10 *Services Performed.* You agree that any of our designees, employees, agents, or independent contractors (such as an “area representative”) may perform any duty or obligation imposed on us by the Agreement, as we may direct (if so, we will, nonetheless, remain responsible to you for the performance of these obligations).
- 3.11 *Our Decision-Making.* In fulfilling our obligations under this Agreement, and in conducting any activities or exercising our rights pursuant to this Agreement, we (and our affiliates) will always have the right: **(a)** to take into account, as we see fit, the effect on, and the interests of, other franchised and company-owned or affiliated businesses and systems; **(b)** to share market and product research, and other proprietary and non-proprietary business information, with other franchised businesses and systems in which we (or our affiliates) have an interest, and/or with our affiliates; **(c)** to test market various items in some or all parts of the System; **(d)** to introduce new Proprietary Items, products that are not Proprietary Items, and operational equipment; and/or **(e)** to allocate resources and new developments between and among systems, and/or our affiliates, as we see fit. You understand and agree that all of our obligations under this Agreement are subject to this Section, and that nothing in this Section will in any way affect your obligations under this Agreement.
- 3.12 *Confirmation of Performance.* After we have performed our pre-opening obligations to you under this Agreement, we may ask that you execute and deliver to us a confirmation (the “**Confirmation of Performance**”), in a form we reasonably request, confirming that we have performed those obligations. If we ask you to provide us with such a certificate, you agree to execute and deliver the Confirmation of Performance to us within one (1) week after our request. However, if you do not reasonably believe that we have performed all of our pre-

opening obligations, you must, within that same one (1) week period, provide us with written notice specifically describing the obligations that we have not performed. Not later than one (1) week after we complete all the obligations specified in that notice that we agree were unperformed, you agree to execute and deliver the Confirmation of Performance to us. You agree to do so even if we performed such obligations after the time performance was due under this Agreement. The term “pre-opening obligations” means the obligations we have to you under this Agreement that must be performed before you open your Restaurant.

4 FEES; SALES REPORTING

4.1 *Initial Fees.* When you sign this Agreement, you agree to pay us an initial franchise fee of Twenty-Five Thousand Dollars (\$25,000) (the “**Initial Franchise Fee**”). The Initial Franchise Fee is not refundable and is payable in consideration of the services that we provide to you in connection with helping you to establish your new Restaurant.

4.2 *Monthly Fees and Sales Reports.*

4.2.1 For each Month during the term of this Agreement, you agree that by the Due Date, you will: (a) pay us in advance a continuing royalty fee equal to One Thousand, Five Hundred Dollars (\$1,500) (“**Royalty Fees**” or “**Royalties**”); and (b) report to us by the Due Date your Gross Sales for the previous Month in the form and manner that we specify (a “**Sales Report**”).

4.2.2 As used in this Agreement:

4.2.2.1 The term “**Due Date**” means: (a) for those fees paid Monthly, 5:00 pm (local time at our offices) on the first business day of the Month; and (b) for those fees paid Weekly, by 5:00pm on Tuesday of each Week (however, we have the right to reasonably change the Due Date by giving you prior written notice of that change).

4.2.2.2 The term “**Gross Sales**” means all revenue from the sale of all Products and Services and all other income of every kind and nature related to, derived from, or originating from the Franchised Business (whether or not permitted under this Agreement), including barter, delivery and service fees paid to you, and the proceeds of any business interruption insurance policies, whether for cash or credit, and regardless of theft, or of collection in the case of credit, but excluding: (a) sales taxes and other taxes that you collect from your customers and actually pay to the appropriate taxing authorities; (b) refunds, discounts, and accommodations reasonably provided to your customers; and (c) meals provided to your staff. We may authorize certain other items to be excluded from Gross Sales (and we have the right to withdraw or revoke any such additional exclusion at any time).

4.2.2.3 The term “**Month**” means a calendar month; however, we have the right to reasonably change the composition of the days and times that comprise a “Month” by giving you prior written notice of that change.

4.2.2.4 The term “**Week**” means a calendar week, starting on Sunday at one second before 12:00:01 am and ending the following Saturday at one second after 11:59:59 pm (all local time at your Restaurant); however, we have the right

to reasonably change the composition of the days and times that comprise a "Week" by giving you prior written notice of that change

- 4.3 **Due Date.** You must pay us your Royalty Fee payment (and all payments required under Section 13 below), by ACH (as specified below), by the Due Date (defined below), in advance of the Royalties due for that Month. (If the Due Date falls on a banking holiday, then the Due Date shall be the following business day.) In addition, you agree to all of the following:
- 4.3.1 You agree to deliver to us all of the reports, statements, and/or other information that is required under Section 12 below, at the time and in the format that we reasonably request. You also agree to deliver the Sales Report to us by the Due Date based on the sales of the previous Week. We may provide these forms, and you agree to submit the completed information, in a digital format.
- 4.3.2 You agree to establish an arrangement for electronic funds transfer to us, or electronic deposit to us of any payments required under this Agreement. Among other things, to implement this point, you agree to sign and return to us our current form of "ACH - Authorization Agreement for Prearranged Payments (Direct Debits)," a copy of which is attached to this Agreement as Exhibit D (and any replacements for that form that we deem to be periodically needed to implement this Section 4.3.2), and you agree to: **(a)** comply with the payment and reporting procedures that we may specify in the Brand Manual or otherwise in writing; and **(b)** maintain an adequate balance in your bank account at all times to pay by electronic means the charges that you owe under this Agreement. If we elect to use ACH withdrawal to sweep payment of fees, then you will not be required to submit a separate payment to us unless you do not maintain sufficient funds to pay the full amount due. Accordingly: **(i)** you agree to maintain a proper and sufficient balance in the account from which your ACH deductions are made to pay all of the fees that are due under this Agreement; and **(ii)** if you do not do so, then you agree to pay us upon demand the amounts due and also reimburse us for the bank fees (if any) that we incur as well as a reasonable additional administrative fee that we will have the right to impose. You also agree that we may initiate an ACH withdrawal earlier than the Due Date so that the funds are actually transferred by the bank into our account on the Due Date.
- 4.3.3 You agree that your obligations to make full and timely payment of Royalty Fees and Marketing Contributions (and all other sums due to us) are absolute, unconditional, fully-earned (by us), and due as soon as you are first open to the public.
- 4.3.4 You agree not to, for any reason, delay or withhold the payment of any amount due to us under this Agreement; put into escrow any payment due to us; set-off payments due to us against any claims or alleged claims that you may allege against us, the Marketing Fund, the Regional Fund, our affiliates, suppliers, or others.
- 4.3.5 You agree that if you do not provide us, as requested, with access to your Computer System to obtain sales information or, if we require pursuant to Section 12.1.4 below or otherwise, printed and signed sales reports, then we will have the right to impute your sales for any period using (among other things) your sales figures from any Month(s) that we choose (which may be those with your highest grossing sales), and that you agree to pay the Royalties on that amount by our deduction of that amount from your direct debit account.
- 4.4 **No Subordination.** You agree: **(a)** not to subordinate to any other obligation your obligation to pay us the Royalty Fee and/or any other amount payable to us, whether under this Agreement

or otherwise; and **(b)** that any such subordination commitment that you may give without our prior written consent will be null and void.

- 4.5 *Late Payment.* If we do not receive any payment due under this Agreement (and if the appropriate marketing fund does not receive payment due) on or before the due date, then that amount will be deemed overdue. If any payment is late, then you agree to pay us, in addition to the overdue amount, interest on the overdue amount from the date it was due until paid, at the rate of one and one-half percent (1.5%) per month (but if there is a legal maximum interest rate that applies to you, then not more than that maximum rate). Any report that we do not receive on or before the due date will also be deemed overdue. Our entitlement to these administrative fees and interest will be in addition to any other remedies we may have (including the right to terminate this Agreement for failure to make payments).
- 4.6 *Other Funds Due.* You agree to pay us, within ten (10) days of our written request (which is accompanied by reasonable substantiating material), any amounts that we have paid, that we have become obligated to pay, and/or that we choose to pay on your behalf.
- 4.7 *Index.* We have the right to adjust, for inflation, the fixed-dollar amounts (that is, those expressed in a numeral and not as a percentage of Gross Sales) under this Agreement (except for the Initial Franchise Fee) once a year to reflect changes in the Index from the year in which you signed this Agreement. For the purpose of this Section 4.7, the term "**Index**" means the Consumer Price Index as published by the U.S. Bureau of Labor Statistics ("**BLS**") (1982-84=100; all items; CPI-U; all urban consumers). If the BLS no longer publishes the Index, then we will have the right to designate a reasonable alternative measure of inflation.
- 4.8 *Funds.* You agree to make all payments to us in U.S. Dollars to such bank account as we may periodically designate in writing (or as we otherwise direct in writing). All amounts in this Agreement are expressed in U.S. Dollars.

5 FRANCHISED BUSINESS LOCATION, CONSTRUCTION AND RENOVATION

- 5.1 *Opening Deadline.* You are responsible for purchasing, leasing, or subleasing a suitable site for the Franchised Business. You agree to establish the Franchised Business and have it open and in operation by the Scheduled Opening Date. **Time is of the essence.**
- 5.1.1 The "**Scheduled Opening Date**" is agreed to be one (1) year after the Effective Date of this Agreement.
- 5.1.2 You agree to open the Restaurant by the Scheduled Opening Date. If your Restaurant is not open and in operation by the Scheduled Opening Date, except for circumstances beyond your control, you agree to pay us a nonrefundable delayed opening fee, as follows: **(a)** for a delay from one to thirty days, One Thousand Dollars (\$1,000); **(b)** if the delay continues from thirty-one to sixty days, an additional Five Thousand Dollars (\$5,000); **(c)** if the delay continues from sixty-one to ninety days, an additional Ten Thousand Dollars (\$10,000); and **(d)** if the delay continues beyond ninety-one days, an additional Ten Thousand Dollars (\$10,000) for each additional full or partial thirty-day period. Notwithstanding the above, if your Restaurant is not opened and operating within three months of the Scheduled Opening Date, we also have the right to terminate your Franchise Agreement under Section 17.2.1 below.
- 5.2 *Site for the Restaurant.* As provided in Section 1.2 above, if you do not have (and we have not approved in writing) a location for the Restaurant as of the Effective Date, then you must find and obtain the right to occupy (by lease, sublease, or acquisition of the property) premises that

we find acceptable to serve as your Restaurant, all in accordance with the Site Selection Addendum.

- 5.3 *Our Review and Your Responsibilities.* Any reviews that we conduct of the proposed site, lease, and other details concerning your site are for our benefit only, and to evaluate the proposed site against our internal standards. In addition:
- 5.3.1 You agree that our review, comments about, and even our approval of a proposed site, lease, sublease, design plans, and/or renovation plans for the Restaurant is not (and shall not be deemed) our recommendation, endorsement, and/or guarantee of the suitability of that location or the terms of the lease, sublease, and/or purchase agreement.
 - 5.3.2 You agree to take all steps necessary to determine for yourself whether a particular location and the terms of any lease, sublease, and/or purchase agreement for the site are beneficial and acceptable to you (including retaining your own legal counsel to review the lease). You will have complete and total decision-making authority over the terms of any lease, sublease, and/or purchase agreement for the site. Although we are not obligated to do so, if we provide any comments, advice, guidance, edits, or any other assistance in any lease, sublease, and/or purchase negotiations, discussions with the landlords, or property owners, and/or otherwise in connection with reviewing the lease, sublease and/or purchase agreement, you agree that: **(a)** you must decide whether or not the proposed contract is sensible for your business, **(b)** the final decision as to whether or not to sign the lease, sublease, and/or purchase agreement is yours, and **(c)** we will not be responsible for the terms and conditions of your lease, sublease, and/or purchase agreement.
 - 5.3.3 You agree that: **(a)** any standard layout and equipment plans that we provide to you, as well as any review and comments that we provide to the plans that you develop for your Restaurant, are not meant to address the requirements of any Operating Codes (as defined in Section 8.7 below); **(b)** our standard plans or comments to your modified plans, will not reflect the requirements of, nor may they be used for, construction drawings or other documentation that you will need in order to obtain permits or authorization to build a specific Restaurant; **(c)** you will be solely responsible to comply with all local laws, requirements, architectural needs, and similar design and construction obligations associated with the site, at your expense; and **(d)** our review, comment, and approval of your plans will be limited to reviewing those plans to assess compliance with our standards (including issues such as trade dress, presentation of Proprietary Marks, and the provision to the potential customer of certain products and services that are central to the purpose, atmosphere, and functioning of Restaurants).
 - 5.3.4 You agree that our recommendation or acceptance of the Accepted Site indicates only that we believe that the Accepted Site falls within the acceptable criteria for sites and premises that we have established as of the time of our recommendation or acceptance of the Accepted Site.
 - 5.3.5 We will not review (nor may our approval be deemed to address) whether or not you have complied with any of the Operating Codes, including provisions of the Americans with Disabilities Act (the "**ADA**"); and you agree that compliance with such laws is and will be your sole responsibility.

- 5.3.6 You acknowledge that we will have no liability to you or any regulatory authority if you fail to obtain and/or maintain any necessary licenses or approvals required for the operation of the Franchised Business.
- 5.4 *Lease Review.* You agree to provide us with a copy of the proposed lease, sublease, or purchase agreement for the Accepted Location, and you agree not to enter into that lease, sublease, or purchase agreement until you have received our written approval (subject to Section 5.3.2 above). We have the right to condition our approval of the lease, sublease, or purchase agreement (subject to Section 5.3.2 above) upon the inclusion of terms that we find acceptable and that are consistent with our rights and your responsibilities under this Agreement, including that you and the landlord execute a lease rider in the form attached to this Agreement as Exhibit H. You also agree:
- 5.4.1 to provide us with a copy of the fully signed lease and/or sublease, including a signed lease rider (in substantially the form attached as Exhibit H), before you begin construction or renovations as the Accepted Location;
- 5.4.2 that our recommendation or acceptance of the proposed lease, sublease, or purchase agreement for the Accepted Location indicates only that we believe that the lease, sublease, or purchase agreement falls within the acceptable criteria for sites and premises that we have established as of the time of our recommendation or acceptance of the lease, sublease, or purchase agreement for the Accepted Location;
- 5.4.3 that our acceptance of the proposed site as well as your proposed lease, sublease, or purchase agreement for the Accepted Site does not constitute any guarantee or warranty, express or implied, of the successful operation or profitability of your Restaurant operated at the Accepted Site (and that our acceptance indicates only that we believe that the Accepted Site and the terms of the lease, sublease, or purchase agreement fall within our own internal criteria); and
- 5.4.4 that we have advised that you have your own attorney review and evaluate the lease, sublease, or purchase agreement.
- 5.5 *Preparing the Site.* You agree that promptly after obtaining possession of the Accepted Location, you will do all of the following:
- 5.5.1 obtain all required zoning permits, all required building, utility, health, sign permits and licenses, and any other required permits and licenses;
- 5.5.2 purchase or lease equipment, fixtures, furniture and signs as required under this Agreement (including the specifications we have provided in writing, whether in the Brand Manual or otherwise);
- 5.5.3 complete the construction and/or remodeling as described in Section 8.8 below, and installation of all equipment, fixtures, furniture and signs and decorating of the Franchised Business in full and strict compliance with plans and specifications for the Franchised Business that we have approved in writing, as well as all applicable ordinances, building codes and permit requirements;
- 5.5.4 obtain all customary contractors' partial and final waivers of lien for construction, remodeling, decorating and installation services; and

- 5.5.5 purchase an opening inventory of ingredients for Products and other materials and supplies.
- 5.6 *Construction or Renovation.* In connection with any construction or renovation of the Franchised Business (and before you start any such construction or renovation) you agree to comply, at your expense, with all of the following requirements, which you agree to satisfy to our reasonable satisfaction:
- 5.6.1 You agree to employ a qualified, licensed architect or engineer who is reasonably acceptable to us to prepare, for our approval, preliminary architectural drawings and equipment layout and specifications for site improvement and construction of the Franchised Business based upon standard layout, design and image specifications we will furnish in the Brand Manual (depending on whether, for example, your Franchised Business will be operated in a stand-alone facility, an end-cap, an in-line unit, or as a retro-fit of an existing building). The materials that you submit to us must include a description of any modifications to our specifications (including requirements for dimensions, interior and exterior design and layout, equipment, fixtures, furnishings, signs, and decorating materials) required for the development of a Franchised Business. Our approval will be limited to conformance with our standard image specifications and layout, and will not relate to your obligations with respect to any applicable Operating Codes, including the ADA. After we have responded to your preliminary plans and you have obtained any permits and certifications, you agree to submit to us, for our prior written approval, final architectural drawings, plans and specifications. We have the right to request changes and approve, but we will not supervise or otherwise oversee your project. We will not unreasonably withhold our approval of your adapted plans, provided that such plans and specifications conform to our general criteria. Once we have approved those final plans, you cannot later change or modify the plans later without our prior written consent.
- 5.6.2 You agree to comply with all Operating Codes, including the applicable provisions of the ADA regarding the construction and design of the Franchised Business. Additionally, before opening the Franchised Business, and after any renovation, you agree to execute and deliver to us an ADA Certification in the form attached to this Agreement as Exhibit E, to certify that the Franchised Business and any proposed renovations comply with the ADA.
- 5.6.3 You agree that you will be solely responsible for obtaining (and maintaining) all permits and certifications (including zoning permits, licenses*, construction, building, utility, health, and sign permits) that may be required by state or local laws, ordinances, or regulations (or that may be necessary or advisable due to any restrictive covenants relating to your location) for the lawful construction and operation of the Franchised Business. You must certify in writing to us that all such permits and certifications have been obtained. (* - This includes licenses to offer and sell beer, wine, and distilled spirits.)
- 5.6.4 You agree to employ a qualified licensed general contractor who is reasonably acceptable to us to construct the Franchised Business and to complete all improvements.
- 5.6.5 You agree to obtain (and maintain) during the entire period of construction the insurance required under Section 15 below; and you agree to deliver to us such proof of such insurance that we may reasonably require.

- 5.7 *Pre-Opening.* Before opening for business, you agree to meet all of the pre-opening requirements specified in this Agreement, the Brand Manual, and/or that we may otherwise specify in writing.
- 5.8 *Reporting Development Costs.* Within ninety (90) days after the Franchised Business first opens for business, you agree to give us a full written breakdown of all costs associated with the development and construction of the Franchised Business, in the form that we may reasonably find acceptable or that we may otherwise require.
- 5.9 *Relocation.* Any proposed relocation of your Franchised Business will be subject to our review and our consent to your proposed new site under our then-current standards for site selection. We will have the right to consider a range of factors in determining whether to accept your proposed relocation, including commitments that we have made to other franchisees, licensees, property owners, real estate developers, and other parties relating to the proximity of a new Restaurant to their establishment. If you wish to relocate, then you must pay us a relocation fee equal to twenty five percent (25%) of our then-current initial franchise fee, of which one-half (1/2) will be due to us when you submit your relocation plan, and the remaining half (1/2) will be due if and when we accept the new site. You also agree to reimburse us (in advance) for the costs and expenses that we reasonably expect to incur (including if we deem necessary to visit the proposed new location, the costs of travel, lodging and meals for our representatives to visit the proposed location), and our legal fees and related expenses incurred in connection with reviewing, approving, and documenting your relocation of the Franchised Business to a new site (the “**Relocation Expenses**”). The parties agree to reconcile the Relocation Expenses within thirty (30) days after you have reopened your Restaurant at the new location, based on a statement of our actual Relocation Expenses, at which time: (a) we will refund to you the unused balance of the funds that you have advanced as compared to our actual Relocation Expenses; or (b) you will pay us the additional amount necessary to fully reimburse us for our actual Relocation Expenses.

6 OPERATING OWNER, PERSONNEL, AND TRAINING

- 6.1 *Operating Principal and Management.*
- 6.1.1 One of the parties that owns an interest in you must serve as your “**Operating Principal.**” The Operating Principal must supervise the operation of the Franchised Business and must own at least twenty-five percent (25%) of the voting and ownership interests in the franchisee entity, unless you obtain our prior written approval for the Operating Principal to hold a smaller interest. The Operating Principal (and any replacement for that individual) must have qualifications reasonably acceptable to us to serve in this capacity, complete our training program as described below, must have authority over all business decisions related to the Franchised Business, must have the power to bind you in all dealings with us, and must have signed and delivered to us the Guarantee, Indemnification, and Acknowledgement attached to this Agreement as Exhibit B.
- 6.1.2 You must inform us in writing whether the Operating Principal will assume full-time responsibility for the daily supervision and operation of the Franchised Business. If not, then you must employ a full-time general manager (a “**General Manager**”) with qualifications reasonably acceptable to us, who will assume responsibility for the daily operation of the Franchised Business. We have the right to require you to also engage and send for training two (2) additional assistant managers.

- 6.1.3 The Franchised Business must at all times be under the active full-time management of either Operating Principal or General Manager (who must have successfully completed our initial training program to our satisfaction).
- 6.1.4 The term “**Additional Trained Personnel**” means Restaurant personnel, in addition to the Operating Principal and General Manager, who have successfully completed our initial and ongoing training requirements and possess the qualifications necessary to the management and/or service roles that each such person will perform in operating the Franchised Business.

6.2 *Initial Management Training.*

- 6.2.1 Owners Training. If the General Manager will be the hands-on operator of the store, then the General Manager must attend and successfully complete, to our satisfaction, our training program. The Operating Principal must also attend and successfully complete, to our satisfaction, the owner’s training program, regardless of whether she/he will be a hands-on operator.
- 6.2.2 Brand Management Training.
 - 6.2.2.1 The Operating Principal and General Manager must also attend and successfully complete, to our satisfaction, the brand management training program that we offer at our headquarters or another location that we specify. (Once your General Manager has successfully completed our brand management training program, the she or he will train your subsequently hired assistant managers, at your Restaurant, unless we have notified that your General Manager is no longer permitted do so.)
 - 6.2.2.2 You may send up to two (2) individuals to the initial training program to our designated training facilities (which may be in the Farmington Hills metropolitan area or elsewhere). If you wish to send additional individuals to be trained to the initial training program, then for each Additional Trained Personnel to be trained, you must pay us a discounted training fee of Twenty-Five Dollars (\$25) per hour per person. We must approve all Additional Trained Personnel attending the initial training program. All individuals in attendance must have active roles in running the Restaurant.

6.3 *Additional Obligations and Terms Regarding Training.*

- 6.3.1 If for any reason your Operating Principal and/or General Manager cease active management or employment at the Franchised Business, or if we revoke the certification of your Operating Principal or your General Manager to serve in that capacity, then you agree to enroll a qualified replacement (who must be reasonably acceptable to us to serve in that capacity) in our initial training program within thirty (30) days after the former individual ended his/her full time employment and/or management responsibilities. The replacement must attend and successfully complete the basic management training program, to our reasonable satisfaction, as soon as it is practical to do so. You agree to pay us a discounted training fee of Two Thousand Dollars (\$2,000) for each replacement individual to be trained, with payment to be made in full before training starts.

- 6.3.2 We may require that you and your Operating Principal, General Manager and Additional Trained Personnel attend such refresher courses, new product launches, seminars, and other training programs as we may reasonably require periodically.
- 6.3.3 We may require you to enroll each of your employees in web-based training programs relating to the Products and Services that will be offered to customers of the Restaurant.
- 6.3.4 We have the right to determine whether any or all of the portions of training will be provided in-person, digitally, or in any other format.
- 6.3.5 All of your trainees must sign, and you must deliver to us a copy of their personal covenant of confidentiality in substantially the form of Exhibit F-2 to this Agreement (to the extent permitted by law).
- 6.3.6 Training Costs and Expenses.
- 6.3.6.1 You agree to bear the cost of instruction at our then-current rate (presently, Five Hundred Dollars (\$500) per day per trainer), plus reimbursement for our expenses, for any onsite training required.
- 6.3.6.2 You agree to bear all expenses incurred in connection with any training, including the costs of transportation, lodging, meals, wages, benefits, and worker's compensation insurance for you and your employees. Training may take place at one or more locations that we designate, including the Fort Lauderdale metropolitan area or elsewhere.
- 6.3.6.3 You also agree to cover all of your employees at all times (including the pre-opening period, and including those attending training) under the insurance policies required in Section 15 below.
- 6.3.6.4 We have the right to reduce the duration or content of the training program for any trainee who has prior experience with our System or in similar businesses.
- 6.3.6.5 You also agree to pay the then-current fee for our online learning management system that we or our approved vendor charge. (At present, our vendor charges \$600 per store, per year for access to the "YOOBIC" online learning management system - LMS).
- 6.4 *Additional On-Site Training.* You may ask us to provide on-site training in addition to that which we will provide to you in connection with the initial training program and/or the opening of the Franchised Business, and if we are able to do so, then you agree to pay us our then-current per diem training charges as well as our out-of-pocket expenses. Additionally, if you do not pass one or more mystery shopper visits and/or inspections, then we have the right to determine that you are not operating your Restaurant in accordance with our brand standards, and we may place you in default of this Agreement and/or require you and/or your employees to complete additional training at the Franchised Business or a location that we designate, at your expense, which will include our then-current per diem training charges and our out-of-pocket expenses for any training conducted at your Franchised Business.
- 6.5 Conventions and Meetings. You agree to attend the conventions and meetings that we may periodically require and to pay a reasonable fee (if we charge a fee) for each person who is

required to attend (and, if applicable, additional attendees that you choose to send as well). You will also be responsible for all of the other costs of attendance, including travel, room and board, and your employees' wages, benefits and other expenses.

- 6.6 *Human Relations.* You agree to engage the services of a competent full-service human relations (HR) professional to obtain training and ongoing guidance on HR and personnel matters (which may include your own HR lawyer and/or a third party service provider (including as a payroll processing company such as ADP or Paychex, and/or a professional employer organization (PEO), subject to our right to approve such service providers under Section 7 below).

7 PURCHASING AND SUPPLY

The requirements of this Section 7 apply to Proprietary Items (Section 7.2), Input Items that you must purchase or otherwise source from approved suppliers (Section 7.1), and Input Items that you must otherwise purchase or source in accordance with our standards and specifications (Section 7.3).

- 7.1 *Input Items.* You agree to buy all ingredients, equipment, furniture, supplies, paper products, t-shirts, and other apparel), materials (such as packaging), and all other products and services used (or offered for sale) at the Restaurant (together, "**Input Items**") only from suppliers as to whom we have given our prior written approval (and whom we have not subsequently disapproved). (The term Input Items also includes any pre-packaged Products that you buy from approved suppliers.) In this regard, the parties further agree:

7.1.1 In determining whether we will approve any particular supplier for an Input Item, we will consider various factors, including: **(a)** whether the supplier can demonstrate, to our continuing reasonable satisfaction, the ability to meet our then-current standards and specifications for such items; **(b)** whether the supplier has adequate quality controls and capacity to supply your needs promptly and reliably; **(c)** whether approval of the supplier would enable the System, in our sole opinion, to take advantage of marketplace efficiencies; and/or **(d)** whether the supplier will sign a confidentiality agreement and a license agreement in the form that we may require (which may include a royalty fee for the right to use our Proprietary Marks and any other proprietary rights, recipes, and/or formulae).

7.1.2 For the purpose of this Agreement, the term "**supplier**" includes, but is not limited to, manufacturers, distributors, resellers, and other vendors. You agree that: (a) we have the right to appoint only one supplier for any particular Product or item (which may be us or one of our affiliates); and (b) we do not and cannot guarantee that any vendor (including us or one of our affiliates) will extend credit to you with respect to the purchase terms.

7.1.3 You agree to offer and sell only Products and Services at the Franchised Business. You may not offer or sell anything at the Franchised Business that is not a Retail Product on the Menu or a Service.

7.1.4 If you want to buy any Input Item from an unapproved supplier (except for Proprietary Items, which are addressed in Section 7.2 below), then you must first submit to us a written request asking for our prior written approval. You agree not to buy from any such supplier unless and until we have given you our prior written consent to do so. We have the right to require that our representatives be permitted to inspect the supplier's facilities, and that samples from the supplier be delivered, either to us or to

an independent laboratory that we have designated for testing. You (or the supplier) may be required to pay a charge, not to exceed the actual cost of the inspection, as well as the actual cost of the test. We have the right to also require that the supplier comply with such other requirements that we have the right to designate, including payment of actual continuing inspection fees and administrative costs and/or other payment to us by the supplier on account of their dealings with you or other franchisees, for use of our trademarks, and for services that we may render to such suppliers. We also reserve the right, at our option, to periodically re-inspect the facilities and products of any such approved supplier and to revoke our approval if the supplier does not continue to meet any of our then-current criteria. We are not required to approve any particular supplier, nor to make available our standards, specifications, or formulas to prospective suppliers, which we have the right to deem confidential.

- 7.1.5 You agree we have the right to establish one or more strategic alliances or preferred vendor programs with one or more nationally or regionally known suppliers that are willing to supply all or some Restaurants with some or all of the products and/or services that we require for use and/or sale in the development and/or operation of Restaurants, notwithstanding anything to the contrary contained in this Agreement. In this event, we may limit the number of approved suppliers with whom you may deal, designate sources that you must use for some or all Input Items, and/or refuse any of your requests if we believe that this action is in the best interests of the System or the network of Restaurants. We have the right to approve or disapprove of the suppliers who may be permitted to sell Input Items to you. Any of our affiliates that sell Input Items to you will do so at our direction. If you are in default of this Agreement, we reserve the right not to sell Input Items to you and/or to direct our affiliates not to sell Input Items to you, and/or to withhold certain discounts that might otherwise be available to you.
- 7.1.6 You agree that we have the right to collect and retain all manufacturing allowances, marketing allowances, rebates, credits, monies, payments or benefits (collectively, "**Allowances**") offered by suppliers to you or to us (or our affiliates) based upon your purchases of Input Items. These Allowances include those based on purchases of products, paper goods, ingredients, beverages, and other items (such as packaging). You assign to us or our designee all of your right, title and interest in and to any and all such Allowances and authorize us (or our designee) to collect and retain any or all such Allowances without restriction.
- 7.1.7 If we require you to offer and sell items that bear our Proprietary Marks, or to use items that bear our Proprietary Marks, then you must buy, use, and sell only the items that we require, and you must buy those items only from our approved suppliers.
- 7.1.8 You may obtain from suppliers only those items that we have specified.
- 7.2 *Proprietary Items.* You agree that: **(a)** we have the right to require that certain Products that you use and/or offer at the Franchised Business must be produced in accordance with our proprietary standards and specifications (and/or those of our affiliates), and that such items are our proprietary products ("**Proprietary Items**"); **(b)** we have the right to require that you purchase and offer Proprietary Items (as well as any packaging bearing the Proprietary Marks) only from us, our affiliates, and/or our designated suppliers, and not to offer or sell any other such products at or from the Franchised Business; and **(c)** we have the right to determine whether any particular item (now or in the future) is or will be deemed a "Proprietary Item."

- 7.3 *Specifications.* In addition to the provisions of Sections 7.1 and 7.2 above, as to those Input Items that we do not require you to buy or otherwise source from approved suppliers and that are not proprietary items (as specified in Section 7.2 above), you agree to purchase or otherwise source those Input Items only in accordance with the standards and specifications that we specify in the Brand Manual or otherwise in writing (for example, USDA Grade A eggs).
- 7.4 *Use of the Marks.* You agree to use all Logo Items that we require and not to use any items that are a substitute for a Logo Item without our prior written consent. The term “**Logo Items**” is agreed to mean all marketing materials, signs, decorations, paper goods (including and all forms and stationery used in the Franchised Business). You agree that all Logo Items that you use will bear the Proprietary Marks in the form, color, location, and manner we prescribe (and that all such Logo Items will be subject to our prior written approval as provided in Section 13.9 below).
- 7.5 *Suppliers.* You acknowledge and agree that in connection with purchasing, leasing, licensing, or otherwise obtaining any service or item from a third-party supplier (including those that we have approved, required, or otherwise): (a) we have no responsibility (and you expressly disclaim any recovery against us) for those suppliers’ services, items, contract terms, or otherwise in connection with those suppliers’ performance; (b) if there are any shortcomings in the services, items, or terms of purchase, lease, or license from those suppliers, that you will seek recovery and/or compensation only from the supplier that sold, leased, licensed, or otherwise provided that service and/or item to you (and not from us or our affiliates).
- 7.6 *Manufacturing.* You agree not to produce or otherwise manufacture any items in your Restaurant (except for products that we have otherwise authorized and approved for production in the Brand Manual or otherwise in writing).
- 7.7 *Wholesaling.* You agree not to sell products to any party that you know or have reason to believe is purchasing those items for resale.

8 YOUR DUTIES

In addition to all of the other duties specified in this Agreement, for the sake of brand enhancement and protection, you agree to all of the following:

- 8.1 *Importance of Following Standards.* You understand and acknowledge that every detail of the Franchised Business is important to you, to us, and to other franchisees that operate under our Proprietary Marks in order to develop and maintain our brand and operating standards, to provide customer service to customers and participants, to increase the demand for the Products and Services sold, by all franchisees, and to protect and enhance the reputation and goodwill associated with our brand.
- 8.2 *Opening.* In connection with the opening of the Franchised Business:
- 8.2.1 You agree to conduct, at your expense, such promotional and marketing activities as we may require.
- 8.2.2 You agree to open the Franchised Business by the date specified in Section 5.1 above. Subject to availability and scheduling, we will send a representative to attend the opening; and you agree not to open the Franchised Business without our representative present. If we cannot provide our representative on the date that you propose to first open the Franchised Business for business, then you must reschedule such opening to a date on which our representative can be in attendance; provided,

that we will not unreasonably delay opening of the Franchised Business due to these considerations.

- 8.2.3 You will not open the Franchised Business until we have determined that all construction has been substantially completed, and that such construction conforms to our standards including to materials, quality of work, signage, decor, paint, and equipment, and we have given you our prior written approval to open, which we will not unreasonably withhold.
- 8.2.4 You agree not to open the Franchised Business until the Operating Principal, General Manager, and Additional Trained Personnel have successfully completed all training that we require, and not until you have hired and trained to our standards a sufficient number of employees to service the anticipated level of the Franchised Business's customers.
- 8.2.5 In addition, you agree not to open the Franchised Business until the Initial Franchise Fee and any other amounts due to us (and our affiliates) under this Agreement or any other agreements have been paid.

8.3 *Staffing.*

- 8.3.1 You agree to maintain a competent, conscientious staff in numbers sufficient to promptly service customers and to comply with staffing and service criteria, which may include without limitation specified positions that we may designate from time to time as necessary or appropriate for providing quality member experience according to our standards. We will provide our requirements for service/function positions that we may establish from time to time, and which will be set forth in our Brand Manual.
- 8.3.2 For the sake of efficiency and to enhance and protect our brand you and your staff must, at all times, cooperate with us and with our representatives, and conduct the operation of the business in a first-class and professional manner in terms of dealing with customers, vendors, and our staff as well.
- 8.3.3 You agree that you will seek to develop, cultivate, and maintain a cooperative, cordial, and respectful work environment for your staff and among all of the owners of the Franchised Business.
- 8.3.4 You agree to develop and maintain an employee handbook and risk management policies for your staff, which you will be solely responsible for developing with HR advisors of your own choosing.

8.4 *Operate According to Our Standards.* To ensure that the highest degree of quality and service is maintained, you agree to operate your Franchised Business in strict conformity with such methods, standards, and specifications that we may periodically require in the Brand Manual or otherwise in writing. In this regard, you agree to do all of the following:

- 8.4.1 You agree to maintain in sufficient supply, and to use at all times only the items, products, equipment, services, materials, and supplies that meet our written standards and specifications, and you also agree not to deviate from our standards and specifications by using or offering any non-conforming items without our specific prior written consent.

- 8.4.2 You agree: **(a)** to sell or offer for sale only those Services, items, and Products using the standards and techniques that we have approved in writing for you to offer and use at your Franchised Business; **(b)** to sell or offer for sale all Services, items, and Products using the standards and techniques that we specify in writing; **(c)** not to deviate from our standards and specifications; **(d)** to stop using and offering for use any Services or Products that we at any time disapprove in writing (recognizing that we have the right to do so at any time); and **(e)** that if you propose to deviate (or if you do deviate) from our standards and specifications, whether or not we have approved the deviation, that deviation will become our property.
- 8.4.3 You agree to permit us, or our agents, at any reasonable time, to inspect the Products, equipment and to remove samples of items or Products, without payment, in amounts reasonably necessary for testing by us or an independent third party to determine whether the Products, equipment, or samples meet our then-current standards and specifications. In addition to any other remedies we may have under this Agreement, we may require you to bear the cost of such testing if we had not previously approved the supplier of the item or if the sample fails to conform to our specifications.
- 8.4.4 You agree to buy and install, at your expense, all fixtures, furnishings, equipment, decor, and signs as we may specify, and to periodically make upgrades and other changes to such items at your expense as we may reasonably request in writing. Without limiting the above, you agree that changes in our System standard may require you to purchase new and/or additional equipment for use in the Franchised Business.
- 8.4.5 You agree not to install or permit to be installed on or about the premises of the Franchised Business, without our prior written consent, any fixtures, furnishings, equipment, machines, décor, signs, or other items that we have not previously in writing approved as meeting our standards and specifications.
- 8.4.6 You agree to immediately notify us in writing if you or any of your Principals are convicted of a felony, a crime involving moral turpitude, or any other crime or offense that is likely to have an adverse effect on the System, the Proprietary Marks, the goodwill associated therewith, or our interest therein.
- 8.4.7 You agree to purchase or lease, and use, the music system and playlist that we require, and pay fees to the licensing organization associated with playing that music.
- 8.5 *Use of the Premises.* You may use the Accepted Location only for the purpose of operating the Franchised Business and for no other and for no other purpose. This includes your agreement not to: **(a)** co-brand or permit any other business to operate at the Accepted Location; **(b)** permit any other party to use your Accepted Location as a food preparation facility and/or kitchen (including cloud kitchens, dark kitchens, ghost kitchens, and otherwise); and/or **(c)** permit any of the staff (including management) that work in your Franchised Business to also work in another foodservice business operated in the same food hall and/or in a contiguous setting.
- 8.6 *Operations.* You agree to keep the Franchised Business open and in normal operation for the hours and days that we may periodically specify in the Brand Manual or as we may otherwise approve in writing. You also agree to maintain sufficient inventories, adequately staff each shift with qualified employees and managerial staff, and to at all times continuously operate the Franchised Business at its maximum capacity and efficiency.

- 8.7 *Health Standards and Operating Codes.* You agree to meet and maintain the highest health standards and ratings applicable to the operation of the Franchised Business. You agree to fully and faithfully comply with all Operating Codes applicable to your Franchised Business. You will have the sole responsibility to fully and faithfully comply with any Operating Codes, and we will not review whether you are in compliance with any Operating Codes. As used in this Agreement, “**Operating Codes**” means all applicable laws, codes, ordinances, and/or regulations (whether federal, state, municipal, and/or local) that apply to the Services, Products, construction and design of the Restaurant, and/or other aspects of operating the Franchised Business (including the ADA, laws pertaining to employment, etc.).
- 8.7.1 You agree to send us, within two (2) days of your receipt, a copy of all inspection reports, warnings, citations, certificates, and/or ratings resulting from inspections conducted by any federal, state or municipal agency with jurisdiction over the Franchised Business.
- 8.7.2 You must also obtain and maintain during the term of this Agreement all licenses and approvals from any governmental or regulatory agency required for the operation of the Franchised Business (including licenses to offer and sell beer, wine, and/or distilled spirits) or provision of the Services you will offer, sell, and provide. Where required, you must obtain the approval of any regulatory authority with jurisdiction over the operation of your Franchised Business.
- 8.7.3 You acknowledge that we will have no liability to you or any regulatory authority for any failure by you to obtain or maintain during the term of this Agreement any necessary licenses or approvals required for the operation of the Franchised Business.
- 8.8 *Your Franchised Business:*
- 8.8.1 *Franchised Business Condition, Maintenance.* You agree that at all times, you will maintain the Franchised Business in a high degree of sanitation, repair, and condition. In addition, you agree to make such repairs and replacements to the Restaurant as may be required for that purpose (but no others without our prior written consent), including the periodic repainting or replacement of obsolete signs, furnishings, equipment, and decor that we may reasonably require. You also agree to obtain maintenance services from qualified vendors for any equipment as we may specify and maintain those service agreements at all times. Your maintenance and upkeep obligations under this Section 8.8,1 are separate from those with respect to periodic upgrades that we may require regarding fixtures, furnishings, equipment, decor, and signs, and Sections 8.8.2 and 8.8.3 below.
- 8.8.2 You also agree to complete a minor refurbishment as we may reasonably require, which will not be more than once every three (3) years.
- 8.8.3 *Major Remodeling.* In addition to the requirements of Sections 8.8.1 and 8.8.2 above, you agree to refurbish the Franchised Business at your expense to conform to our then-current building design, exterior facade, trade dress, signage, furnishings, decor, color schemes, and presentation of the Proprietary Marks in a manner consistent with the then-current image for new Restaurants, including remodeling, redecoration, and modifications to existing improvements, all of which we may require in writing (collectively, “**Major Remodeling**”). In this regard, the parties agree that:
- 8.8.3.1 You will not have to conduct a Major Remodeling more than once every five (5) years during the term of this Agreement (and not in an economically

unreasonable amount); provided, however, that we may require Major Remodeling more often if a Major Remodeling is required as a pre-condition to renewal (as described in Section 2.2.2 above); and

8.8.3.2 You will have one (1) year after you receive our written notice within which to complete a Major Remodeling (but, in the case of a renewal, the Major Remodeling must be completed before you may renew).

8.8.4 You agree to maintain and upgrade your Computer Systems and all other technology assets in compliance with Section 14.1.1 below.

8.9 *Use of the Marks.* You agree to follow all of our instructions and requirements regarding any marketing and promotional materials, signs, decorations, merchandise, any and all replacement trade dress products, and other items that we may designate to bear our then-current Proprietary Marks and logos (including our requirements as to the form, color, location, and manner for making use of those marks).

8.10 *Requirements Applicable to Entities:*

8.10.1 *Corporation.* If the Franchisee under this Agreement is a corporation, then you agree to: **(a)** confine your activities, and your governing documents will at all times provide that your activities are confined, exclusively to operating the Franchised Business; **(b)** maintain stop transfer instructions on your records against the transfer of any equity securities and will only issue securities upon the face of which a legend, in a form satisfactory to us, appears which references the transfer restrictions imposed by this Agreement; **(c)** not issue any additional shares (whether voting securities or securities convertible into voting securities); and **(d)** maintain a current list of all owners of record and all beneficial owners of any class of voting stock of your company and furnish the list to us upon request.

8.10.2 *Partnership/LLP.* If the Franchisee under this Agreement is a general partnership, a limited partnership, or a limited liability partnership (LLP), then you agree to: **(a)** confine your activities, and your governing documents will at all times provide that your activities are confined, exclusively to operating the Franchised Business; **(b)** furnish us with a copy of your partnership agreement as well as such other documents as we may reasonably request, and any amendments thereto; **(c)** prepare and furnish to us, upon request, a current list of all of your general and limited partners; and **(d)** consistent with the transfer restrictions set out in this Agreement, maintain instructions against the transfer of any partnership interests without our prior written approval.

8.10.3 *LLC.* If the Franchisee under this Agreement is a limited liability company (LLC), then you agree to: **(a)** confine your activities, and your governing documents will at all times provide that your activities are confined, exclusively to operating the Franchised Business; **(b)** furnish us with a copy of your articles of organization and operating agreement, as well as such other documents as we may reasonably request, and any amendments thereto; **(c)** prepare and furnish to us, upon request, a current list of all members and managers in your LLC; and **(d)** maintain stop transfer instructions on your records against the transfer of equity securities and will only issue securities upon the face of which bear a legend, in a form satisfactory to us, which references the transfer restrictions imposed by this Agreement.

- 8.10.4 *Trust*. If the Franchisee under this Agreement is a trust, then you agree to: (a) confine your commercial activities, and your governing documents will at all times provide that your activities are confined, exclusively to operating the Franchised Business; (b) furnish us with a copy of your trust agreement as well as such other documents as we may reasonably request, and any amendments thereto; (c) prepare and furnish to us, upon request, a current list of all of your trustees and beneficiaries; and (d) consistent with the transfer restrictions set out in this Agreement, maintain instructions against the transfer of any trustee's rights and/or obligations, and against any beneficiary's interest, without our prior written approval.
- 8.10.5 *Guarantees*. If the Franchisee under this Agreement is an entity, then you agree to obtain, and deliver to us, a guarantee of your performance under this Agreement and covenant concerning confidentiality and competition, in the form attached as Exhibit B, from each current and future direct and indirect: **(a)** shareholder of a corporate Franchisee; **(b)** member of a limited liability company Franchisee; **(c)** partner of a partnership Franchisee; and/or **(d)** trustee of a trust; and/or **(e)** partner of a limited liability partnership Franchisee.
- 8.11 *Quality-Control and Customer Survey Programs*. We may periodically designate an independent evaluation service to conduct a "mystery shopper," "customer survey," "food safety," and/or similar quality-control and evaluation programs with respect to Restaurants. You agree to participate in such programs as we require, and promptly pay the then-current charges of the evaluation service. If you receive an unsatisfactory or failing report in connection with any such program, then you agree to: **(a)** immediately implement any remedial actions we require; and **(b)** reimburse us for the expenses we incur as a result thereof (including the cost of having the evaluation service re-evaluate the Franchised Business, our inspections of the Franchised Business, and other costs or incidental expenses).
- 8.12 *Prices*.
- 8.12.1 We may periodically provide suggested retail pricing, however (subject to Section 8.12.2 below), you will always have the right to set your own prices.
- 8.12.2 You agree that we may set reasonable restrictions on the maximum and minimum prices you may charge for the Products and Services offered and sold at the Restaurant under this Agreement. You will have the right to set the prices that you will charge to your customers; provided, however, that (subject to applicable law): **(a)** if we have established a maximum price for a particular item, then you may charge any price for that item up to and including the maximum price we have established; and **(b)** if we have established a minimum price for a particular item, then you may charge any price for that item that is equal to or above the minimum price we have established.
- 8.13 *Menus*. You must order and pay for menus for your Restaurant in accordance with our standards and specifications for such menus.
- 8.14 *Environmental Matters*. Both parties recognize and agree that there are changing standards in this area in terms of applicable law, competitors' actions, consumer expectations, obtaining a market advantage, available and affordable solutions, and other relevant considerations. In view of those and other considerations, as well as the long-term nature of this Agreement, you agree that we have the right to periodically set reasonable standards with respect to environmental, sustainability, and energy for the System through the Brand Manual, and you agree to abide by those standards.

- 8.15 *Innovations.* You agree to disclose to us all ideas, concepts, methods, techniques and products conceived or developed by you, your affiliates, owners and/or employees during the term of this Agreement relating to the development and/or operation of the Restaurant. All such products, services, concepts, methods, techniques, and new information will be deemed to be our sole and exclusive property and works made-for-hire for us. You hereby grant to us (and agree to obtain from your affiliates, owners, employees, and/or contractors), a perpetual, non-exclusive, and worldwide right to use any such ideas, concepts, methods, techniques and products in any businesses that we and/or our affiliates, franchisees and designees operate. We will have the right to use those ideas, concepts, methods, techniques, and/or products without compensation to you. You agree not to use or allow any other person or entity to use any such concept, method, technique or product without obtaining our prior written approval.
- 8.16 *Suspending Operation.* You agree to immediately suspend operating the Franchised Business and promptly notify us in writing if: **(a)** any equipment used, or products or services sold, at the Franchised Business deviate from our standards; **(b)** any equipment used, or products or services sold, at the Franchised Business fail to materially comply with applicable laws or regulations; and/or **(c)** you are in material default of your obligations under this Agreement. In the event of such a suspension of operations, you agree to immediately notify us, in writing, and also remedy the unsafe, or other condition or other violation of the applicable law or regulation. You agree not to reopen the Franchised Business until after we have inspected the Franchised Business premises (physically or otherwise), and we have determined that you have corrected the condition and that all equipment used, or products or services to be sold, at the Franchised Business comply with our standards. This Section 8.16 is in addition to the other provisions of this Agreement (including Section 8.17 below) and does not limit or restrict our other rights under this Agreement.
- 8.17 *Crisis Situation.* In addition to the other requirements of this Agreement:
- 8.17.1 If an event occurs at the Franchised Business that has or reasonably may cause harm or injury to customers, guests, and/or employees (for example, food spoilage/poisoning, food tampering/sabotage, slip and fall injuries, natural disasters, robberies, shootings, Data Breach, etc.) or may damage the Proprietary Marks, the System, and/or our reputation (collectively a “**Crisis Situation**”), then you agree to: **(a)** immediately contact appropriate emergency care providers to assist in curing the harm or injury; and **(b)** immediately inform us by telephone and in writing of the Crisis Situation. You must refrain from making any internal or external announcements (that is, no communication with the news media) regarding the Crisis Situation (unless otherwise directed by us or public health officials).
- 8.17.2 We will have the right (but not the obligation) to control the manner in which the Crisis Situation is handled by the parties, including conducting all communication with the news media, providing care for injured persons, and/or temporarily closing the Franchised Business. You agree that, in directing the management of any Crisis Situation, we or our designee will have the right to engage the services of attorneys, experts, doctors, testing laboratories, public relations firms, and other professionals that we deem appropriate, and you agree to reimburse us for our costs if we exercise any of these rights. You and your employees must cooperate fully with us or our designee in our efforts and activities in this regard and will be bound by all further Crisis Situation procedures developed by us from to time hereafter. The indemnification under Section 21.4 will include all losses and expenses that may result from our exercise of the rights granted in this Section 8.17.

9 PROPRIETARY MARKS

- 9.1 *Our Representations.* We represent to you that we own (and/or have an appropriate license to) all right, title, and interest in and to the Proprietary Marks.
- 9.2 *Your Agreement.* With respect to your use of the Proprietary Marks, you agree that:
- 9.2.1 You will use only the Proprietary Marks that we have designated in writing, and you will use them only in the manner we have authorized and permitted in writing; and all items bearing the Proprietary Marks must bear the then-current logo.
- 9.2.2 You will use the Proprietary Marks only for the operation of the business franchised under this Agreement and only at the location authorized under this Agreement, or in franchisor-approved marketing for the business conducted at or from that location (subject to the other provisions of this Agreement).
- 9.2.3 Unless we otherwise direct you in writing to do so, you agree to operate and advertise the Franchised Business only under the name "Happy's Pizza" (as we designate in writing) without prefix or suffix (except with our prior written approval).
- 9.2.4 During the term of this Agreement and any renewal of this Agreement, you agree to identify yourself (in a manner reasonably acceptable to us) as the owner of the Franchised Business in conjunction with any use of the Proprietary Marks, including, but not limited to, uses on invoices, order forms, receipts, and contracts, as well as the display of a notice in such content and form and at such conspicuous locations on the premises of the Franchised Business (visible to customers, visible only to your staff, and otherwise as we may designate in writing).
- 9.2.5 Your right to use the Proprietary Marks is limited to such uses as are authorized under this Agreement, and any unauthorized use thereof shall constitute an infringement of our rights.
- 9.2.6 You agree not to use the Proprietary Marks to incur any obligation or indebtedness on our behalf.
- 9.2.7 You agree not to use the Proprietary Marks: **(a)** as part of your corporate or other legal name; **(b)** as part of any e-mail address, domain name, social networking site page, or other identification of you in any electronic medium (except as otherwise provided in Section 14.11); and/or **(c)** in any human relations (HR) document or materials, including job applications, employment agreements, pay checks, pay stubs, and the like.
- 9.2.8 You agree to: **(a)** comply with our instructions in filing and maintaining requisite trade name or fictitious name (for example, "dba") registrations; and **(b)** execute any documents that we (or our affiliates) deem necessary to obtain protection for the Proprietary Marks or to maintain their continued validity and enforceability, including any additional license agreements we may require for use of the Proprietary Marks on the Internet or in other marketing.
- 9.2.9 With respect to litigation involving the Proprietary Marks, the parties agree that:
- 9.2.9.1 You agree to promptly notify us of any suspected infringement of the Proprietary Marks, any known challenge to the validity of the Proprietary Marks, or any known challenge to our ownership of, or your right to use, the Proprietary Marks licensed under this Agreement. You agree to

communicate only with us, our affiliates, our counsel, or your counsel regarding any such infringement or challenge. You acknowledge that we have the sole right to direct and control any administrative proceeding or litigation involving the Proprietary Marks, including any settlement thereof. We will also have the sole right, but not the obligation, to take action against uses by others that may constitute infringement of the Proprietary Marks.

9.2.9.2 Defense and Costs:

- (a) *If You Used the Marks in Accordance with this Agreement*: If you have used the Proprietary Marks in accordance with this Agreement, then we will defend you at our expense against any third party claim, suit, or demand involving the Proprietary Marks arising out of your use thereof, and we agree to reimburse you for your out-of-pocket litigation costs in doing such acts and things (except that you will bear the salary costs of your employees, and we will bear the costs of any judgment or settlement). .
- (b) *If You Used the Marks But Not in Accordance with this Agreement*: If you used the Proprietary Marks in any manner that was not in accordance with this Agreement (including our instructions), then we will still defend you, but at your expense, against such third party claims, suits, or demands (including all of the costs of defense as well as the cost of any judgment or settlement). You agree to reimburse us for the cost of such litigation (or, upon our written request, pay our legal fees directly), including reasonable attorneys' fees, court costs, discovery costs, and all other related expenses, as well as the cost of any judgment or settlement.

- 9.2.9.3 If we undertake the defense or prosecution of any litigation or other similar proceeding relating to the Proprietary Marks, then you agree to sign any and all documents, and do those acts and things that may, in our counsel's opinion, be necessary to carry out the defense or prosecution of that matter (including becoming a nominal party to any legal action).

9.3 *Your Acknowledgements*. You agree that:

- 9.3.1 We own all right, title, and interest in and to the Proprietary Marks and the goodwill associated with and symbolized by them.
- 9.3.2 The Proprietary Marks are valid and serve to identify the System and those who are authorized to operate under the System.
- 9.3.3 Neither you nor any of your owners, principals, or other persons acting on your behalf will directly or indirectly contest the validity or our ownership of the Proprietary Marks, nor will you, directly or indirectly, seek to register the Proprietary Marks with any government agency.
- 9.3.4 Your use of the Proprietary Marks does not give you any ownership interest or other interest in or to the Proprietary Marks, except the license granted by this Agreement.
- 9.3.5 Any and all goodwill arising from your use of the Proprietary Marks shall inure solely and exclusively to our benefit, and upon expiration or termination of this Agreement

and the license granted as part of this Agreement, there will be no monetary amount assigned as attributable to any goodwill associated with your use of our System or of our Proprietary Marks.

- 9.3.6 The license that we have granted to you under this Agreement to use our Proprietary Marks is not exclusive, and therefore we have the right, among other things:
- 9.3.6.1 To use the Proprietary Marks ourselves in connection with selling Products and Services;
 - 9.3.6.2 To grant other licenses for the Proprietary Marks, in addition to licenses we may have already granted to you and other licensees; and
 - 9.3.6.3 To develop and establish other systems using the same or similar Proprietary Marks, or any other proprietary marks, and to grant licenses or franchises for those other marks without giving you any rights to those other marks.
- 9.4 *Change to Marks.* We reserve the right to substitute different Proprietary Marks for use in identifying the System and the businesses operating as part of the System if our currently owned Proprietary Marks no longer can be used, or if we determine, exercising our right to do so, that substitution of different, updated, or changed Proprietary Marks will be beneficial to the System. In such circumstances, you agree to adopt the new Proprietary Marks and that your right to use the substituted proprietary marks shall be governed by (and pursuant to) the terms of this Agreement.

10 CONFIDENTIAL BRAND MANUAL

- 10.1 *You Agree to Abide by the Brand Manual.* In order to protect our reputation and goodwill and to maintain our standards of operation under our Proprietary Marks, you agree to conduct your business in accordance with the written instructions that we provide, including the Brand Manual. We will lend to you (or permit you to have access to) one (1) copy of our Brand Manual, only for the term of this Agreement, and only for your use in connection with operating the Franchised Business during the term of this Agreement.
- 10.2 *Format of the Brand Manual.* We will have the right to provide the Brand Manual in any one or more format that we determine is appropriate (including paper and/or by making some or all of the Brand Manual available to you only in electronic form, such as through an internet website, portal, or an extranet), and we may change how we provide the Brand Manual from time to time. If at any time we choose to provide some or all of the Brand Manual electronically, you agree to immediately return to us any and all physical copies of the portions of the Brand Manual that we have previously provided to you.
- 10.3 *We Own the Brand Manual.* The Brand Manual will at all times remain our sole property and you agree to promptly return the Brand Manual (including any and all copies of some or all of the Brand Manual) when this Agreement expires and/or is terminated.
- 10.4 *Confidentiality and Use of the Brand Manual.*
- 10.4.1 The Brand Manual contains our proprietary information and you agree to keep the Brand Manual confidential both during the term of this Agreement and after this Agreement expires and/or is terminated. You agree that, at all times, you will ensure that your copy of the Brand Manual will be available at the Franchised Business premises in a current and up-to-date manner. Whenever the Brand Manual is not in

use by authorized personnel, you agree to maintain secure access to the Brand Manual at the premises of the Franchised Business, and you agree to grant only authorized personnel (as defined in the Brand Manual) with access to the security protocols for the Brand Manual.

- 10.4.2 You agree to never make any unauthorized use, disclosure, and/or duplication of the Brand Manual in whole or in part.
- 10.5 *You Agree to Treat Brand Manual as Confidential.* You agree that at all times, you will treat the Brand Manual, any other manuals that we create (or approve) for use in the operation of the Franchised Business, and the information contained in those materials, as confidential, and you also agree to use your best efforts to maintain such information as secret and confidential. You agree that you will never copy, duplicate, record, or otherwise reproduce those materials, in whole or in part, nor will you otherwise make those materials available to any unauthorized person.
- 10.6 *Which Copy of the Brand Manual Controls.* You agree to keep your copy of the Brand Manual only at the Franchised Business (and as provided in Section 10.4 above) and also to insure that the Brand Manual is kept current and up to date. You also agree that if there is any dispute as to the contents of the Brand Manual, the terms of the master copy of the Brand Manual that we maintain in our head office will be controlling. Access to any electronic version of the Brand Manual will also be subject to our reasonable requirements with respect to security and other matters, as described in Section 14 below.
- 10.7 *Revisions to the Brand Manual.* We have the right to revise the contents of the Brand Manual whenever we deem it appropriate to do so, and you agree to make corresponding revisions to your copy of the Brand Manual and to comply with each new or changed standard.
- 10.8 *Modifications to the System.* You recognize and agree that we may periodically change or modify the System and you agree to accept and use for the purpose of this Agreement any such change in the System (which may include, among other things, new or modified trade names, service marks, trademarks or copyrighted materials, new products, new equipment or new techniques) as if they were part of this Agreement at the time when you and we signed this Agreement. You agree to make such expenditures and such changes or modifications as we may reasonably require pursuant to this Section and otherwise in this Agreement.

11 CONFIDENTIAL INFORMATION

11.1 Confidentiality.

- 11.1.1 You agree that you will not, during the term of this Agreement or at any time thereafter, communicate, divulge, or use (for yourself and/or for the benefit of any other person, persons, partnership, entity, association, or corporation) any Confidential Information that may be communicated to you or of which you may be apprised by virtue of your operation under the terms of this Agreement. You agree that you will divulge our Confidential Information only to those of your employees as must have access to it in order to operate the Franchised Business.
- 11.1.2 Any and all information, knowledge, know-how, and techniques that we designate as confidential will be deemed Confidential Information for purposes of this Agreement, except information that you can demonstrate came to your attention before disclosure of that information by us; or which, at or after the time of our disclosure to you, had become or later becomes a part of the public domain, through publication or

communication by another party that has the right to publish or communicate that information.

11.1.3 Any employee who may have access to any Confidential Information regarding the Franchised Business must execute a covenant that s/he will maintain the confidentiality of information they receive in connection with their association with you. Such covenants must be on a form that we provide, which form will, among other things, designate us as a third-party beneficiary of such covenants with the independent right to enforce them.

11.1.4 As used in this Agreement, the term “**Confidential Information**” includes, without limitation, our business concepts and plans, business model, financial model, recipes, food preparation methods, equipment, printing and digital document management methods, operating techniques, marketing methods, processes, formulae, manufacturing and vendor information, results of operations and quality control information, financial information, sales, royalty rates, accounting chart, demographic and trade area information, prospective site locations, market penetration techniques, plans, or schedules, the Brand Manual, customer profiles, preferences, or statistics, menu breakdowns, itemized costs, franchisee composition, territories, and development plans, this Agreement and other agreements related to the Franchised Business, and all related trade secrets or other confidential or proprietary information treated as such by us, whether by course of conduct, by letter or report, or by the use of any appropriate proprietary stamp or legend designating such information or item to be confidential or proprietary, by any communication to such effect made before or at the time any Confidential Information is disclosed to you.

11.2 *Consequences of Breach.* You agree that any failure to comply with the requirements of this Section 11 will cause us irreparable injury, and you agree to pay all costs (including reasonable attorneys’ fees, court costs, discovery costs, and all other related expenses) that we incur in obtaining specific performance of, or an injunction against violation of, the requirements of this Section 11.

12 ACCOUNTING, FINANCIAL AND OTHER RECORDS, AND INSPECTIONS

12.1 *Accounting Records and Sales Reports.*

12.1.1 With respect to the operation and financial condition of the Franchised Business, we will have the right to designate, and you agree to adopt, the fiscal year and interim fiscal periods that we decide are appropriate for the System.

12.1.2 With respect to the Franchised Business, you agree to maintain for at least three (3) years during (as well as after) the term of this Agreement (and also after any termination and/or transfer), full, complete, and accurate books, records, and accounts prepared in accordance with generally accepted accounting principles and in the form and manner we have prescribed periodically in the Brand Manual or otherwise in writing, including: **(a)** daily cash reports; **(b)** cash receipts journal and general ledger; **(c)** cash disbursements and weekly payroll journal and schedule; **(d)** monthly bank statements, bank reconciliations, daily deposit slips, and cancelled checks; **(e)** all tax returns; **(f)** supplier’s invoices (paid and unpaid); **(g)** dated daily and weekly cash register journals and POS reports in accordance with our standards; **(h)** periodic balance sheets, periodic profit and loss statements, and periodic trial balances; **(i)** operational schedules and weekly inventory records; **(j)** records of promotion and coupon redemption; and **(k)** such other records that we may periodically and

reasonably request. You agree to allow us access to review all of these records as specified below in Section 12.6.

- 12.1.3 We have the right to specify the accounting software and a common chart of accounts, and, if we do so, you agree to use that software and chart of accounts (and require your bookkeeper and accountant to do so) in preparing and submitting your financial statements to us.
- 12.1.3.1 We have the right (among other things) to require that you use only an approved (a) bookkeeping service; (b) payroll processing vendor; and/or (c) an approved independent certified public accountant.
- 12.1.3.2 All of the records required under this Section 12.1 and in Sections 12.2 and 12.3 below must be maintained in digital form, accessible to us and/or our designee (for example, our accountants) remotely and in that digital form, and using a software program or online site (such as "QuickBooks") that we approve, so that the data can be reviewed and/or downloaded to our computer system in a compatible and comparable manner.
- 12.1.3.3 You agree to provide to the accounting service provider complete and accurate information that we or the accounting service provider require, and agree that we will have full access to the data and information that you provide to the accounting service provider or through the designated program.
- 12.1.3.4 Nothing in this Agreement requires your CPA to share with us its advice or guidance to you.
- 12.1.4 Each Week, you agree to submit to us, in the form we specify and/or using our Required Software (as that term is defined in Section 14.1.2 below), the Sales Report for the immediately preceding Week. You agree to submit the report to us by whatever method that we reasonably require (whether electronically through your use of our Required Software or otherwise, and in a manner that we designate so that it is compatible with our computer systems) for our receipt no later than the times required under Section 4.3 above. You agree that if you do not submit those reports to us in a timely manner, and/or if you do not permit us to access your Computer System as provided, we will have the right to charge you for the costs that we incur in auditing your records.

12.2 *Financial Statements.*

- 12.2.1 You agree to provide us, at your expense, and in a format that we reasonably specify, a complete annual financial statement prepared on a review basis by an independent certified public accountant (as to whom we do not have a reasonable objection) within ninety (90) days after the end of each fiscal year of the Franchised Business during the term of this Agreement. Your financial statement must be prepared according to generally accepted accounting principles, include a fiscal year-end balance sheet, an income statement of the Franchised Business for that fiscal year reflecting all year-end adjustments, and a statement of changes in your cash flow reflecting the results of operations of the Franchised Business during the most recently completed fiscal year.
- 12.2.2 In addition, each Month during the term of this Agreement after the opening of the Franchised Business, you agree to submit to us, in a format acceptable to us (or, at

our election, in a form that we have specified): **(a)** a fiscal period and fiscal year-to-date profit and loss statement and a periodic balance sheet (which may be unaudited) for the Franchised Business and a periodic trial balance through the end of each Month; **(b)** reports of those income and expense items of the Franchised Business for the Month that we periodically specify for use in any revenue, earnings, and/or cost summary we choose to furnish to prospective franchisees (provided that we will not identify to prospective franchisees the specific financial results of the Franchised Business); **(c)** copies of all state sales tax returns for the Franchised Business; and **(d)** copies of withholding remittances. You agree to provide to us the materials required by Sections 12.2.2(a) and 12.2.2(b) above within fifteen (15) days after the end of each fiscal quarter, and the materials required by Sections 12.2.2(c) and 12.2.2(d) within ten (10) days after you have filed those returns with the appropriate taxing authorities.

- 12.2.3 Upon our request, you agree to take a physical inventory of the stock at your Restaurant and to provide us with a written report on the results of that inventory.
- 12.2.4 You must certify as correct and true all reports and information that you submit to us pursuant to this Section 12.2. You also agree to provide us with copies of your federal, state, and local income tax returns within ten (10) days after you file those but not more than one hundred and eighty (180) days after each fiscal year end. If you do not meet your obligation to provide us with access to your books and records, as well as copies of required accounting records and financial statements, as specified in this Section 12, or if you fail to provide us with required reports (such as sales reports), then we will have the right to require you to have your annual financial statement prepared on a review basis by an independent certified public accountant that is reasonably satisfactory to us (however, if you have failed on more than one occasion to meet the foregoing standards, then we will have the right to require that your annual financial statement be prepared on an audited basis by an independent certified public accountant that is reasonably satisfactory to us).
- 12.2.5 You agree that upon our request, and for a limited period of time, you will provide us (and/or our agents, such as our auditors) with passwords and pass codes necessary for the limited purpose of accessing your Computer System in order to conduct the inspections specified in this Section 12. You also agree that you will change all passwords and pass codes after the inspection is completed.
- 12.3 *Additional Information.* You also agree to submit to us (in addition to the sales reports required pursuant to Section 12.1.4 above), for review or auditing, such other forms, reports, records, information, and data as and when we may reasonably designate, in the form and format, and at the times and places as we may reasonably require, upon request and as specified periodically in the Brand Manual or otherwise in writing, including: **(a)** information in electronic format; **(b)** restated in accordance with our financial reporting periods; **(c)** consistent with our then-current financial reporting periods and accounting practices and standards; and/or **(d)** as necessary so that we can comply with reporting obligations imposed upon us by tax authorities with jurisdiction over the Franchised Business and/or our company. The reporting requirements of this Section 12.3 will be in addition to, and not in lieu of, the electronic reporting required under Section 14 below.
- 12.4 *PCI Compliance and Credit Cards.* With respect to processing customer payments by credit and debit cards, you agree to do all of the following:
- 12.4.1 You agree to comply with all of our policies regarding customer payment by credit and/or debit cards, including for example the required use of credit and/or debit cards

and other payment methods offered by Payment Vendors, minimum purchase requirements for a customer's use of a credit and/or debit card, and other such requirements that we may set out in the Brand Manual.

- 12.4.2 You agree to maintain, at all times, credit-card relationships with the credit- and debit-card issuers or sponsors, check or credit verification services, financial-center services, merchant service providers, and electronic-fund-transfer systems (together, "**Payment Vendors**") that we may periodically designate as mandatory. The term "Payment Vendors" includes, among other things, companies that provide services for electronic payment, such as near field communication vendors (for example, "Apple Pay" and "Google Wallet").
- 12.4.3 You agree not to use any Payment Vendor for which we have not given you our prior written approval or as to which we have revoked our earlier approval.
- 12.4.4 We have the right to modify our requirements and designate additional approved or required methods of payment and vendors for processing such payments, and to revoke our approval of any service provider.
- 12.4.5 In addition to the other requirements of this Agreement to provide us with various information and reports, you agree to provide us with the information that we reasonably require concerning your compliance with data and cybersecurity requirements.
- 12.4.6 You agree to comply with our requirements concerning data collection and protection, as specified in Section 14.3 below.
- 12.4.7 You agree to comply with the then-current Payment Card Industry Data Security Standards as those standards may be revised and modified by the PCI Security Standards Council, LLC (see www.pcisecuritystandards.org), or any successor organization or standards that we may reasonably specify. Among other things, you agree to implement the enhancements, security requirements, and other standards that the PCI Security Standards Council (or its successor) requires of a merchant that accepts payment by credit and/or debit cards.
- 12.5 *Gift Cards and Incentive Programs.* You agree to offer for sale, participate in, and honor for purchases by customers, all gift cards and other incentive or convenience programs that we may periodically institute (including loyalty programs that we or a third party vendor operate, as well as mobile apps, mobile payment, and/or other customer affinity applications; together, "**Customer Apps**"); and you agree to do all of those things in compliance with our standards and procedures for such programs (which may be set out in the Brand Manual or otherwise in writing). You agree to abide by our written standards with respect to gift card residual value. For this purpose, you must purchase the software, hardware, and other items needed to participate in, sell, and process Customer Apps, and to contact with Customer App vendors (including suppliers of gift cards and gift card processing services), as we may specify in writing in the Brand Manual or otherwise. You also agree to pay the fees (including periodic fees such as weekly or monthly, and per-transaction) that may be required by the vendors of the gift card system (the periodic fee is currently \$105 per month, subject to change). You agree not to sell, issue, or redeem coupons, gift certificates and gift cards other than gift cards that we have approved in writing.
- 12.6 *Our Right to Inspect Your Books and Records.* We have the right at all reasonable times to examine, copy, and/or personally review or audit (at our expense) all of your sales receipts,

books, records, and sales and income tax returns in person or through electronic access (at our option). We will also have the right, at any time, to have an independent audit made of your books and records. You agree to cooperate with us and our auditors and provide the access and assistance that they may reasonably need in order to implement this Section 12.6. If an inspection should reveal that you have understated any payments in any report to us, then this will constitute a default under this Agreement, and you agree to immediately pay us the amount understated upon demand, in addition to interest from the date such amount was due until paid, at the rate of one and one-half percent (1.5%) per month (but if there is a legal maximum interest rate that applies to you, then not more than that maximum rate). If we conduct an inspection because you did not timely provide sales reports to us, or if an inspection discloses that you understated your sales, in any report to us (and/or underpaid your Royalties), by two percent (2%) or more, or if you did not maintain and/or provide us with access to your records, then you agree (in addition to paying us the overdue amount and interest) to reimburse us for any and all costs and expenses we incur in connection with the inspection (including travel, lodging and wages expenses, and reasonable accounting and legal costs). These remedies will be in addition to any other remedies we may have. We may exercise our rights under this Section 12 directly or by engaging outside professional advisors (for example, a CPA) to represent us.

- 12.7 *Operational Inspections.* In addition to the provisions of Section 12.6 above, you also grant to us and our agents the right to enter upon the Franchised Business premises at any reasonable time for the purpose of conducting inspections, for among other purposes, preserving the validity of the Proprietary Marks, and verifying your compliance with this Agreement and the policies and procedures outlined in the Brand Manual. You agree to cooperate with our representatives in such inspections by rendering such assistance as they may reasonably request; and, upon notice from us or from our agents (and without limiting our other rights under this Agreement), you agree to take such steps as may be necessary to correct immediately any deficiencies detected during any such inspection. You further agree to pay us our then-current fee (currently \$500 per visit) for our representative(s) and to reimburse us for our reasonable related travel expenses if additional inspections at the Franchised Business are required when a violation has occurred and you have not corrected the violation, or if you did not provide us with your records or access to your records upon reasonable request that is permitted under this Agreement.

13 **MARKETING**

13.1 *Marketing Contribution.*

- 13.1.1 For each Week during the term of this Agreement, you agree to contribute an amount up to Seven Hundred and Fifty Dollars (\$750) (the "**Marketing Contribution**") (we reserve the right to establish an "**Additional Marketing Contribution**" up to two percent (2%) of your Franchised Business' Gross Sales during the preceding Week). If we establish an Additional Marketing Contribution and you do not report the Restaurant's Gross Sales, we may debit your account for 120% of the last Additional Marketing Contribution that we debited. If the Additional Marketing Contribution we debit is less than the Additional Marketing Contribution you actually owe us, once we have been able to determine the Restaurant's true and correct Gross Sales, we will debit your account for the balance on a day we specify. If the Additional Marketing Contribution we debit is greater than the Additional Marketing Contribution you actually owe us, we will credit the excess against the amount we otherwise would debit from your account during the following Week. You agree to pay the Marketing Contribution and the Additional Marketing Contribution in the manner and at the times required under Section 4.3 above (and as otherwise provided in this Section 13). In addition to

the Marketing Contribution, you agree to spend a minimum sum specified in Exhibit A to this Agreement to conduct the Grand Opening Marketing Program (as further described in Section 13.6 below).

- 13.1.2 We have the right (but not the obligation) to allocate your Marketing Contribution in the proportion that we designate among the following: **(a)** the marketing and promotional fund for the U.S. (the “**Marketing Fund**”), if established as noted below; and **(b)** local marketing, consisting of expenditure on local marketing and promotion (as provided in Section 13.5 below) and/or contributions to a Regional Fund (if one is established for your area, as provided in Section 13.4 below). If we make such a change, we will give you written notice of that change, which will take effect at the end of that Week.
 - 13.1.3 We currently allocate your entire Marketing Contribution to the Marketing Fund. You have the option to spend what you wish on local marketing.
 - 13.1.4 No part of the Marketing Contribution shall be subject to refund or repayment under any circumstances.
- 13.2 *Marketing Fund.* We have the right (but not the obligation) to establish, maintain, and administer the Marketing Fund. All of the following provisions will apply to the Marketing Fund:
- 13.2.1 We (or our designee) will have the right to direct all marketing programs, with sole discretion over the concepts, materials, and media used in such programs and the placement and allocation thereof. You agree that the Marketing Fund is intended to maximize general public recognition, acceptance, and use of the System; and that we and our designee are not obligated, in administering the Marketing Fund, to make expenditures for you that are equivalent or proportionate to your contribution, or to ensure that any particular franchisee benefits directly or pro rata from expenditures by the Marketing Fund.
 - 13.2.2 The Marketing Fund, all contributions to that fund, and any of that fund's earnings, will be used exclusively to meet any and all costs of maintaining, administering, staffing, directing, conducting, preparing advertising, marketing, public relations and/or promotional programs and materials, and any other activities that we believe will enhance the image of the System (including, among other things, the costs of preparing and conducting marketing and media advertising campaigns on radio, television, cable, and other media; direct mail advertising; developing and implementing website, social networking/media, geo-targeting, SEO and other search optimization, and other electronic marketing strategies; marketing surveys and other public relations activities; employing marketing personnel (including salaries for personnel directly engaged in consumer-oriented marketing functions), advertising and/or public relations agencies to assist with such endeavors; purchasing and distributing promotional items, conducting and administering visual merchandising, point of sale, and other merchandising programs; engaging individuals as spokespersons and celebrity endorsers; purchasing creative content for local sales materials; reviewing locally-produced ads; preparing, purchasing and distributing door hangers, free-standing inserts, coupons, brochures, and trademarked apparel; market research; conducting sponsorships, sweepstakes and competitions; engaging mystery shoppers for Restaurants and their competitors; paying association dues (including the International Franchise Association), establishing third-party facilities for customizing local advertising; purchasing and installing signage; and providing promotional and other marketing materials and services to the Restaurants operated under the System).

- 13.2.3 You agree to contribute the portion of the Marketing Contribution allocated to the Marketing Fund in the manner and at the times that are specified above in Section 4.3. The Marketing Fund may also be used to provide rebates or reimbursements to franchisees for local expenditures on products, services, or improvements, approved in advance by us, which products, services, or improvements we deem, in our sole discretion, will promote general public awareness and favorable support for the System. All sums you pay to the Marketing Fund will be maintained in an account separate from our other monies and will not be used to defray any of our expenses, except for such reasonable costs and overhead, if any, as we may incur in activities reasonably related to the direction and implementation of the Marketing Fund and marketing programs for franchisees and the System. The Marketing Fund and its earnings will not otherwise inure to our benefit. We or our designee will maintain separate bookkeeping accounts for the Marketing Fund.
- 13.2.4 The Marketing Fund is not and will not be our asset. We will prepare and make available to you upon reasonable request an annual statement of the operations of the Marketing Fund as shown on our books.
- 13.2.5 Although once established the Marketing Fund is intended to be of perpetual duration, we maintain the right to terminate the Marketing Fund. The Marketing Fund will not be terminated, however, until all monies in the Marketing Fund have been expended for marketing purposes.
- 13.2.6 We will not use the Marketing Fund for solicitations that are primarily for the purpose of promoting the sale of new franchises. We are not obligated to make contributions to the Marketing Fund on behalf of company-owned or affiliated Restaurants.
- 13.3 *Local Marketing.* You will be required to make a Local Restaurant Marketing Expenditure and/or contribute funds to a regional fund, as specified in Sections 13.4 and 13.5 below.
- 13.4 *Regional Fund.* We have the right (but not the obligation) to designate any geographical area for purposes of establishing a cooperative Regional Fund. If a Regional Fund for the geographic area in which the Franchised Business is located has been established at the time you commence operations under this Agreement, then you agree to immediately become a member of such Regional Fund. If a Regional Fund for the geographic area in which the Franchised Business is located is established during the term of this Agreement, you agree to become a member of such Regional Fund within thirty (30) days after the date on which the Regional Fund commences operation. You will not be required to join more than one Regional Fund. If we establish a Regional Fund, then all the following provisions will apply to that Regional Fund:
- 13.4.1 Each Regional Fund will be organized and governed in a form and manner, and will commence operations on a date, all of which we must have approved in advance, in writing.
- 13.4.2 Each Regional Fund will be organized for the exclusive purpose of administering regional marketing programs and developing, subject to our approval, standardized promotional materials for use by the members in regional marketing.
- 13.4.3 No marketing, advertising or promotional plans or materials may be used by a Regional Fund or furnished to its members without our prior approval, pursuant to the procedures and terms as set forth in Section 13.9 below.

- 13.4.4 Once you become a member of a Regional Fund, you must contribute to a Regional Fund pursuant to the allocation that we specify in Section 13.1.2 above, at the time required under Section 4.3 above, together with such statements or reports that we, or the Regional Fund (with our prior written approval) may require.
- 13.4.5 Your financial contributions to the Regional Fund will be credited against your requirement under Sections 13.1.3 and 13.3 above to make local marketing expenditures. We also have the right to require that you submit your Regional Fund contributions and reports directly to us for distribution to the Regional Fund.
- 13.4.6 Voting will be based on one vote per full-service Restaurant, and any full-service Restaurants that we (or our affiliates) operate in the region (if they contribute to the Regional Fund) will have the same voting rights as those owned by franchisees. Each franchised Restaurant in the Regional Fund shall also have one vote (no matter how many people own the franchisee).
- 13.4.7 Although once established, each Regional Fund is intended to be of perpetual duration, we maintain the right to terminate any Regional Fund. A Regional Fund will not be terminated, however, until all monies in that Regional Fund have been expended for marketing purposes.
- 13.5 *Local Marketing Expenditure.* As used in this Agreement, the term “**Local Restaurant Marketing Expenditure**” will consist only of the direct costs of purchasing and producing marketing materials (including camera ready advertising and point of sale materials), media (space or time), and those direct out of pocket expenses related to costs of marketing and sales promotion that you spend in your local market or area, advertising agency fees and expenses, postage, shipping, telephone, and photocopying; however, the parties agree that local marketing may not include costs or expenses that you incur or that are spent on your behalf in connection with any of the following:
- 13.5.1 Salaries and expenses of your employees, including salaries or expenses for attendance at marketing meetings or activities, or incentives provided or offered to such employees, including discount coupons (however, you may also include within local marketing and promotion food giveaways, but only the wholesale cost plus direct labor associated with the food giveaways);
- 13.5.2 Charitable, political, or other contributions or donations; and/or
- 13.5.3 The value of discounts provided to consumers.
- 13.6 *Grand Opening Marketing Program.* In addition to the Marketing Contribution, you agree to spend at least Fifteen Thousand Dollars (\$15,000) for grand opening marketing and promotional programs in conjunction with the Franchised Business’s initial grand opening, pursuant to a grand opening marketing plan that you develop and that we approve in writing (the “**Grand Opening Marketing Program**”). The Grand Opening Marketing Program must begin sixty (60) days before the scheduled commencement date for the Franchised Business and be completed no later than sixty (60) days after the Franchised Business commences operation, and is subject to the provisions of Section 13.9 below. At our request, you must provide us with proof of your payment to an approved vendor or vendors for the Grand Opening Marketing Program. You may include food giveaways in the Grand Opening Marketing Program (but only the wholesale cost plus direct labor associated with those food giveaways).

- 13.7 *Materials Available for Purchase.* We may periodically make available to you for purchase marketing plans and promotional materials, including newspaper mats, coupons, merchandising materials, sales aids, point-of-purchase materials, special promotions, direct mail materials, community relations programs, and similar marketing and promotional materials for use in local marketing.
- 13.8 *Standards.* All of your local marketing and promotion must: **(a)** be in the media, and of the type and format as to which we have given you our prior written consent; **(b)** be conducted in a dignified manner; and **(c)** conform to the standards and requirements that we may specify. You agree not to use any advertising, marketing materials, and/or promotional plans unless and until you have received our prior written approval, as specified in Section 13.9 below.
- 13.9 *Our Review and Right to Approve All Proposed Marketing.* For all proposed local marketing and promotion, advertising, and promotional plans, you (or the Regional Fund, where applicable) must submit to us samples of such plans and materials (by means described in Section 24 below), for our review and prior written approval, which we agree to provide within seven (7) business days. If you (or the Regional Fund) have not received our written approval within seven (7) business days after we have received those proposed samples or materials, then we will be deemed to have disapproved them. You agree that any and all copyright in and to advertising, marketing materials, and promotional plans developed by or on behalf of you will be our sole property, and you agree to sign such documents (and, if necessary, require your employees and independent contractors to promptly sign such documents) that we deem reasonably necessary to give effect to this provision.
- 13.10 *Rebates.* You agree that periodic rebates, giveaways and other promotions and programs will, if and when we adopt them, be an integral part of the System. Accordingly, you agree to honor and participate (at your expense) in reasonable rebates, giveaways, marketing programs, and other promotions that we establish and/or that other franchisees sponsor, so long as they do not violate regulations and laws of appropriate governmental authorities.
- 13.11 *Considerations as to Charitable Efforts.* You agree that certain associations between you and/or the Franchised Business and/or the Proprietary Marks and/or the System, on the one hand, and certain political, religious, cultural or other types of groups, organizations, causes, or activities, on the other, however well-intentioned and/or legal, may create an unwelcome, unfair, or unpopular association with, and/or an adverse effect on, our reputation and/or the good will associated with the Proprietary Marks. Accordingly, you agree that you will not, without our prior written consent, take any actions, positions, and/or make statements that are (or that may be perceived by the public to be) taken in the name of, in connection or association with you, the Proprietary Marks, the Franchised Business, us, and/or the System involving the donation of any money, products, services, goods, or other items to, any charitable, political or religious organization, group, or activity.
- 13.12 *Promotions.* You agree to participate in promotional programs that we periodically develop, in the manner that we direct, which may include providing services and products to frequent customers, including discounted and/or complimentary products or services. You may be solely responsible for the direct costs of participating in these programs.
- 13.13 *Additional Marketing Expenditure Encouraged.* You understand and acknowledge that the required contributions and expenditures are minimum requirements only, and that you may (and we encourage you to) spend additional funds for local marketing and promotion, which will focus on disseminating marketing directly related to your Franchised Business.

14 TECHNOLOGY

14.1 *Computer Systems and Required Software.* With respect to computer systems and required software:

14.1.1 We have the right to specify or require that certain brands, types, makes, and/or models of communications, computer systems, and hardware to be used by, between, or among Restaurants, and in accordance with our standards, including:

- a. back office and point of sale systems, data, audio, video (including managed video security surveillance, which we have the right to monitor to the extent permitted by law), telephone, voice messaging, retrieval, and transmission systems for use at Restaurants, between or among Restaurants, and between and among the Franchised Business, and you, and us;
- b. point-of-sale system (as defined in Section 14.6 below);
- c. physical, electronic, and other security systems and measures;
- d. printers and other peripheral devices;
- e. archival back-up systems;
- f. internet access mode (such as form of telecommunications connection) and speed;
- g. technology used to enhance and evaluate the customer experience (including digital ordering devices, kiosk, touchpads, and the like);
- h. digital and virtual display boards and related technology, hardware, software, and firmware;
- i. front-of-the-house Wi-Fi (or similar service) and other connectivity service for customers;
- j. cloud-based back-end management systems and storage sites;
- k. in-shop music systems under Section 8.4.7 above; and
- l. consumer-marketing oriented technology (including Customer Apps, affinity and rewards hardware and software, facial and other customer-recognition technology, and approved social media/networking sites)

(collectively, all of the above in this Section 14.1.1 are referred to as the "**Computer System**").

14.1.2 We have the right, but not the obligation, to develop or have developed for us, or to designate: **(a)** programs, computer software, and other software (e.g., accounting system software) that you must use in connection with the Computer System (including applications, technology platforms, and other such solutions) ("**Required Software**"), which you must install and maintain; **(b)** updates, supplements, modifications, or enhancements to the Required Software, which you must install and maintain; **(c)** the media upon which you must record data; and **(d)** the database file structure of your

Computer System. If we require you to use any or all of the above items, then you agree that you will do so. The term "Required Software" also includes the affinity program cards that is required under Section 12.5 above.

- 14.1.3 You agree to install, use, maintain, update, and replace (as needed) all elements of the Computer System and Required Software at your expense. You agree to pay us or third-party vendors, as the case may be, initial and ongoing fees in order to install, maintain, and continue to use the Required Software, hardware, and other elements of the Computer System.
 - 14.1.4 You agree to implement and periodically make upgrades and other changes at your expense to the Computer System and Required Software as we may reasonably request in writing (collectively, "**Computer Upgrades**") (which may be in conjunction with a Minor Refurbishment or as is otherwise needed).
 - 14.1.5 You agree to comply with all specifications that we issue with respect to the Computer System and the Required Software, and with respect to Computer Upgrades, at your expense. You agree to afford us unimpeded access to your Computer System and Required Software, including all information and data maintained thereon, in the manner, form, and at the times that we request.
 - 14.1.6 You also agree that we will have the right to approve or disapprove your use of any other technology solutions (including beacons and other tracking methodologies).
 - 14.1.7 Each Week, you agree to pay us a technology fee in our then-current amount (presently, there is no technology fee, but we have the right as circumstances warrant to start requiring the payment of a technology fee (and to change the fee periodically) by giving you written notice one or more months before that change takes effect). You may also be charged fees by tech vendors that provide products and/or services to you, and you agree to pay those charges in the ordinary course of business. (If we pay a vendor, including a tech vendor, on your behalf, then you agree to reimburse us for the payments that we make on your behalf.)
 - 14.1.8 If you ask us to provide and we agree to render additional technology services, then you agree to pay us our standard fees for that work (including non-standard technology integration).
- 14.2 *Data.*
- 14.2.1 You agree that all data relating to the Franchised Business that you collect, create, provide, or otherwise develop on your Computer System (whether or not uploaded to our system from your system and/or downloaded from your system to our system) is and will be owned exclusively by us, and that we will have the right to access, download, and use that data in any manner that we deem appropriate without compensation to you.
 - 14.2.2 You agree that all other data that you create or collect in connection with the System, and in connection with your operation of the Franchised Business (including customer and transaction data), is and will be owned exclusively by us during the term of, and after termination or expiration of, this Agreement.
 - 14.2.3 In order to operate your Franchised Business under this Agreement, we hereby license use of such data back to you, at no additional cost, solely for the term of this Agreement

and for your use in connection with operating the Franchised Business. You agree that except for the right to use the data under this clause, you will not develop or have any ownership rights in or to the data.

- 14.2.4 You agree to transfer to us all data (in the digital machine-readable format that we specify, and/or printed copies, and/or originals) promptly upon our request when made, whether periodically during the term of this Agreement, upon termination and/or expiration of this Agreement, or at the time of any transfer of an interest in you and/or of the Franchised Business.
- 14.2.5 For the limited purpose of this Section 14.2, references to “data” exclude consumers’ credit card and/or other payment information.
- 14.3 *Data Requirements and Usage.* We may periodically specify in the Brand Manual or otherwise in writing the information that you agree to collect and maintain on the Computer System installed at the Franchised Business, and you agree to provide to us such reports as we may reasonably request from the data so collected and maintained. In addition:
- 14.3.1 You agree to abide by all applicable laws pertaining to the data (including those pertaining to the collection, use, maintenance, disposition, and/or privacy of consumer, employee, vendor, and transactional information) (“**Privacy Laws**”).
- 14.3.2 You agree to also comply with any standards and policies that we may issue (without any obligation to do so) pertaining to the collection, use, maintenance, disposition, and/or privacy of consumer, employee, vendor, and transactional information. If you become aware (and/or if you should be aware) that there is a conflict between our standards and policies and Privacy Laws, then you agree to: **(a)** comply with the requirements of the Privacy Laws; **(b)** immediately give us written notice of that conflict; and **(c)** promptly and fully cooperate with us and our counsel in determining the most effective way, if any, to meet our standards and policies pertaining to privacy within the bounds of Privacy Laws.
- 14.3.3 You agree to not publish, disseminate, implement, revise, or rescind a data privacy policy without our prior written consent as to such policy.
- 14.3.4 You agree to implement at all times appropriate physical and electronic security as is necessary to secure your Computer System, including complex passwords that you change periodically, and to comply with any standards and policies that we may issue (without obligation to do so) in this regard.
- 14.4 *Extranet.* You agree to comply with our requirements (as set forth in the Brand Manual or otherwise in writing) with respect to establishing and maintaining telecommunications connections between your Computer System and our Extranet and/or such other computer systems as we may reasonably require. The term “**Extranet**” means a private network based upon Internet protocols that will allow users inside and outside of our headquarters to access certain parts of our computer network via the Internet. We may establish an Extranet (but are not required to do so or to maintain an Extranet). The Extranet may include, among other things, the Brand Manual, training and other assistance materials, and management reporting solutions (both upstream and downstream, as we may direct). You agree to purchase and maintain such computer software and hardware (including telecommunications capacity) as may be required to connect to and utilize the Extranet. You agree to execute and deliver to us such documents as we may deem reasonably necessary to permit you to access the Extranet.

- 14.5 *No Separate Digital Sites.* Unless we have otherwise approved in writing, you agree to neither establish nor permit any other party to establish a Digital Site relating in any manner whatsoever to the Franchised Business or referring to the Proprietary Marks. We will have the right, but not the obligation, to provide one or more references or webpage(s), as we may periodically designate, within our Digital Site. The term “**Digital Site**” means one or more related documents, designs, pages, or other communications that can be accessed through electronic means, including the Internet, World Wide Web, webpages, microsites, social media and networking sites (including Facebook, Twitter, LinkedIn, YouTube, TikTok, Snapchat, Pinterest, Instagram, etc.), blogs, vlogs, podcasts, applications to be used on mobile devices (e.g., iOS or Android apps), the metaverse, and other applications, etc. (whether they are now in existence or developed at some point in the future). However, if we give you our prior written consent to have some form of separate Digital Site (which we are not obligated to approve), then each of the following provisions will apply:
- 14.5.1 You agree that you will not establish or use any Digital Site without our prior written approval.
 - 14.5.2 Any Digital Site that you own or that is maintained by or for your benefit will be deemed “marketing” under this Agreement, and will be subject to (among other things) our right of review and prior approval under Section 13.9 above.
 - 14.5.3 Before establishing any Digital Site, you agree to submit to us, for our prior written approval, a sample of the proposed Digital Site domain name, format, visible content (including proposed screen shots, links, and other content), and non-visible content (including meta tags, cookies, and other electronic tags) in the form and manner we may reasonably require.
 - 14.5.4 You may not use or modify such Digital Site without our prior written approval as to such proposed use or modification.
 - 14.5.5 In addition to any other applicable requirements, you agree to comply with the standards and specifications for Digital Sites that we may periodically prescribe in the Brand Manual or otherwise in writing (including requirements pertaining to designating us as the sole administrator or co-administrator of the Digital Site).
 - 14.5.6 If we require, you agree to establish such hyperlinks to our Digital Site and others as we may request in writing.
 - 14.5.7 If we require you to do so, you agree to make weekly or other periodic updates to the Digital Site to reflect information regarding specials and other promotions at your Franchised Business.
 - 14.5.8 We may require you to make us the sole administrator (or co-administrator) of any social networking pages that you maintain or that are maintained on your behalf, and we will have the right (but not the obligation) to exercise all of the rights and privileges that an administrator may exercise. Upon termination or expiration of this Agreement, or at any time that we so require, you agree to transfer to us any Digital Site (including the domain name, social networking handle such as a Facebook page administrative control, or otherwise as needed to provide us with sole access to that site).
- 14.6 *POS Systems.* You agree to record all sales on integrated computer-based point of sale systems we approve or on such other types of cash registers and other devices (such as iPads, touch screens, printers, bar code readers, card readers, cash drawers, battery back-up, etc.)

that we may designate in the Brand Manual or otherwise in writing ("**POS Systems**"), which will be deemed part of your Computer System. You agree to utilize POS Systems that are fully compatible with any program, software program, and/or system which we, in our discretion, may employ (including mobile or remote device, application and payment systems), and you agree to record all Gross Sales and all sales information on such equipment. We may designate one or more third party suppliers or servicers to provide installation, maintenance, and/or support for the POS System, and you agree to enter into and maintain such agreements (including making such payments) as we or the third-party suppliers and/or servicers require in connection with the installation, maintenance, and/or support for the POS System. The POS System is part of the Computer System. You agree to at all times maintain a continuous high-speed Ethernet-cabled (not wireless) connection to the Internet to send and receive POS data to us.

- 14.7 *E-Mail.* You agree not to transmit or cause any other party to transmit advertisements or solicitations by e-mail, text message, and/or other electronic method without obtaining our prior written consent as to: **(a)** the content of such electronic advertisements or solicitations; and **(b)** your plan for transmitting such advertisements. In addition to any other provision of this Agreement, you will be solely responsible for compliance with any laws pertaining to sending electronic communication including the Controlling the Assault of Non-Solicited Pornography and Marketing Act of 2003 (known as the "CAN-SPAM Act of 2003"), the Federal Telephone Consumer Protection Act, and the Canada Anti-Spam Law (known as "CASL"). (As used in this Agreement, the term "**electronic communication**" includes all methods for sending communication electronically, whether or not currently invented or used, including e-mails, text messages, app- and/or internet-based communication, and faxes.)
- 14.8 *Outsourcing and AI.* You agree not to hire third party or outside vendors to perform any services or obligations in connection with the Computer System, Required Software, and/or any other of your obligations, without our prior written approval. Our consideration of any proposed outsourcing vendors may be conditioned upon, among other things, such third party or outside vendor's entry into a confidentiality agreement with us and you in a form that we may reasonably provide and the third party or outside vendor's agreement to pay for all initial and ongoing costs related to interfaces with our computer systems. The provisions of this section are in addition to and not instead of any other provision of this Agreement. You agree not to install (and/or remove) any software or firmware from the Computer System without our prior written consent. You also agree not to implement, use, or otherwise engage with AI Sources without our prior written consent. The term "**AI Source**" means any resource, online or otherwise, that is for the purpose of gathering, implementing, or otherwise using information from you using artificial intelligence technology and/or machine learning technology, including ChatGPT, OpenAI, and other sources.
- 14.9 *Telephone Service.* You agree to use the telephone service for the Restaurant that we may require, which may be one or more centralized vendors that we designate for that purpose. You agree that we may designate, and own, the telephone numbers for your Franchised Business, and you agree to sign the forms necessary to implement this clause.
- 14.10 *Changes.* You agree that changes to technology are dynamic and likely to occur during the term of this Agreement. In order to provide for inevitable but unpredictable changes to technological needs and opportunities, you agree that we will have the right to establish, in writing, reasonable new standards for the implementation of technology in the System; and you agree to abide by those reasonable new standards as if this Section 14 were periodically revised by us for that purpose, and you also agree to pay vendors' charges for those new items and services. You agree that the terms of this Section 14 apply to all technologies,

whether currently available, in some stage of development, or to be invented after the date of this Agreement.

- 14.11 *Electronic Communication – Including E-Mail, Texts, and other Messaging.* You agree that exchanging information with us by electronic communication methods is an important way to enable quick, effective, and efficient communication, and that we are entitled to rely upon your use of electronic communications as part of the economic bargain underlying this Agreement. To facilitate the use of electronic communication to exchange information, you authorize the transmission of those electronic communications by us and our employees, vendors, and affiliates (on matters pertaining to the business contemplated under this Agreement) (together, “**Official Senders**”) to you during the term of this Agreement.

14.11.1 In order to implement the terms of this Section 14.11, you agree that: **(a)** Official Senders are authorized to send electronic communications to those of your employees as you may occasionally designate for the purpose of communicating with us and others; **(b)** you will cause your officers, directors, members, managers, and employees (as a condition of their employment or position with you) to give their consent (in an electronic communication or in a pen-and-paper writing, as we may reasonably require) to Official Senders’ transmission of electronic communication to those persons, and that such persons may not opt-out, or otherwise ask to no longer receive electronic communication, from Official Senders during the time that such person works for or is affiliated with you; and **(c)** you will not opt-out, or otherwise ask to no longer receive electronic communications, from Official Senders during the term of this Agreement.

14.11.2 The consent given in this Section 14.11 will not apply to the provision of notices by either party under this Agreement using e-mail unless the parties otherwise agree in a pen-and-paper writing signed by both parties.

14.11.3 We may permit or require you to use a specific e-mail address (or address using another communications method) (for example, one that will contain a Top Level Domain Name that we designate, such as “john.smith@HappysPizza.com or “jane.jones@HPfranchisee.com”) (the “**Permitted E-mail Address**”) in connection with the operation of the Franchised Business, under the standards that we set for use of that Permitted E-mail Address. You will be required to sign the form E-Mail authorization letter that we may specify for this purpose. If we assign you a Permitted E-mail Address, then you agree that you (and your employees) will use only that e-mail account for all business associated with your Franchised Business.

15 INSURANCE

- 15.1 *Required Insurance Coverage.* Before starting any activities or operations under this Agreement, you agree to procure and maintain in full force and effect during the term of this Agreement (and for such period thereafter as is necessary to provide the coverages required under this Agreement for events having occurred during the Term of this Agreement), at your expense, at least the following insurance policy or policies in connection with the Franchised Business or other facilities on premises, or by reason of the construction, operation, or occupancy of the Franchised Business or other facilities on premises. Such policy or policies must be written by an insurance company or companies we have approved, having at all times a rating of at least “A+” in the most recent Key Rating Guide published by the A.M. Best Company (or another rating that we reasonably designate if A.M. Best Company no longer publishes the Key Rating Guide), and licensed and admitted to do business in the state in which the Franchised Business is located, and must include, at a minimum (however, you

agree that we may reasonably specify additional coverages and higher policy limits in the Brand Manual or otherwise in writing to reflect inflation, identification of new risks, changes in the law or standards of liability, higher damage awards, and/or other relevant changes in circumstances), the following (all subject to the additional requirements of this Section 15):

- 15.1.1 Commercial general liability insurance (subject to Section 15.2 below) protecting against any and all claims for personal, bodily and/or property injury occurring in or about the Restaurant and protecting against assumed or contractual liability under this Agreement with respect to the Restaurant and your operations, with such policy to be placed with minimum limits of One Million Dollars (\$1,000,000) limit per occurrence and Two Million Dollars (\$2,000,000) general aggregate per location. This coverage shall not exclude losses due to assault, battery, and/or the use or brandishing of firearms.
- 15.1.2 Comprehensive automobile liability insurance (subject to Section 15.2 below), including owned, non-owned and hired car coverage providing third party liability insurance, covering all licensed vehicles owned or operated by or on behalf of you, with limits of liability not less than One Million Dollars (\$1,000,000) combined single limit for both bodily injury and property damage. Such policy must have the contractual exclusion removed, unless you provide separate evidence that contractual liability for automobile exposure is otherwise insured.
- 15.1.3 Business Interruption coverage, either on an actual loss sustained basis for up to twelve (12) months or in an amount sufficient to cover twelve (12) months of net profit plus continuing business expenses (expenses are to include, but not be limited to, royalty fees consistent with the royalty fees due to us for the trailing 12 months prior to the loss). Coverage must be written utilizing ISO Forms CP0030 (10 12) and CP1030 (10 12) or their substantial equivalent.
- 15.1.4 Statutory workers' compensation insurance and employer's liability insurance (all subject to Section 15.2 below) for a minimum limit equal to at least the greater of Five Hundred Thousand Dollars (\$500,000) or the amounts required as underlying by your umbrella carrier, as well as such other disability benefits type insurance as may be required by statute or rule of the state in which the Restaurant is located.
- 15.1.5 Data theft and cybersecurity coverage (subject to Section 15.2 below) with limits of liability not less than One Million Dollars (\$1,000,000) combined single limit.
- 15.1.6 Employment practices liability insurance (subject to Section 15.2 below) with limits of liability not less than One Million Dollars (\$1,000,000) combined single limit and third-party endorsement.
- 15.1.7 Foodborne illness coverage (subject to Section 15.2 below) shall be included within the general liability coverage noted in Section 15.1.1 above, with coverage of at least One Million Dollars (\$1,000,000) combined single limit for both bodily injury and property damage.
- 15.1.8 Commercial umbrella liability insurance (subject to Section 15.2 below) with limits which bring the total of all primary underlying coverages (commercial general liability, comprehensive automobile liability, and employers' liability) to not less than One Million Dollars (\$1,000,000) total limit of liability. Such umbrella liability must provide at a minimum those coverages and endorsements required in the underlying policies.

- 15.1.9 Property insurance (subject to Section 15.2 below) providing coverage for direct physical loss or damage to real and personal property in minimum coverage of Seven Hundred Fifty Dollars (\$750,000) for the building and our replacement value whichever is greater and Five hundred thousand Dollars (\$500,000) for contents coverage (with no more than a \$10,000 deductible) for all risk perils, including the perils of flood and earthquake. This coverage must include equipment breakdown insurance coverage with a minimum coverage of Two Hundred and Fifty Thousand Dollars (\$250,000). Appropriate coverage must also be provided for boiler and machinery exposures, written on an actual loss sustained basis. The policy should include coverage for food spoilage of at least Two Hundred and Fifty Thousand Dollars (\$250,000), off-premises service interruption, ordinance and law, civil authority, as well as sewer and drain back up. The policy or policies must value property (real and personal) on a new replacement cost basis without deduction for depreciation and the amount of insurance must not be less than 90% of the full replacement value of the Restaurant, its furniture, fixtures, equipment, and stock (real and personal property). The policy should include wind or named storm deductible at 2% (but 5% in the South Florida area or any other area that requires a higher deductible) with Ten Thousand Dollars (\$10,000) minimum per occurrence deductible. Any deductibles contained in such policy will be subject to our review and approval.
- 15.1.10 Products liability insurance in an amount not less than One Million Dollars (\$1,000,000), which policy will be considered primary.
- 15.1.11 Fire, lightning, vandalism, theft, malicious mischief, flood (if in a special flood-hazard area), sprinkler damage, and the perils described in extended-coverage insurance with primary and excess limits of not less than the full-replacement value of the supplies, furniture, fixtures, equipment, machinery, inventory, and plate glass having a deductible of not more than Ten Thousand Dollars (\$10,000) and naming us as loss payee.
- 15.1.12 Any other insurance coverage that is required by federal, state, or municipal law (subject to Section 15.2 below).
- 15.1.13 All coverages must be written with no coinsurance penalty.
- 15.2 *Additional Terms Applicable to All Policies.* In addition to the other provisions of this Section 15 (above and those below), you agree that:
- 15.2.1 All policies listed in Section 15.1 above (unless otherwise noted below) must contain such endorsements as we will periodically specify in the Brand Manual.
- 15.2.2 All policies must waive subrogation as between us (and our insurance carriers) and you (and your insurance carriers).
- 15.2.3 All public liability and property damage policies must: **(a)** list as additional insureds, us and any other entities in which we have an interest (as well as all other entities affiliated with us), and each of those parties' respective members, managers, shareholders, directors, officers, partners, joint venturers, employees, servants, and agents, and their successors and assigns; and **(b)** contain a provision that we, although named as an additional insured, will nevertheless be entitled to recover under said policies on any loss occasioned to us or our servants, agents, or employees by reason of the negligence of you or your servants, agents, or employees, including as additional insureds.

- 15.2.4 You agree to provide us with sixty (60) days' advance written notice in the event of cancellation, change, and/or non-renewal of any policy, in the manner provided in Section 24 below.
- 15.3 *Construction Coverages.* In connection with all significant construction, reconstruction, or remodeling of the Franchised Business during the term of this Agreement, you agree to require the general contractor, its subcontractors, and any other contractor, to effect and maintain at general contractor's and all other contractor's own expense, such insurance policies and bonds with such endorsements as are set forth in the Brand Manual, all written by insurance or bonding companies that we have approved, having a rating as set forth in Section 15.1 above.
- 15.4 *Other Insurance Does Not Impact your Obligation.* Your obligation to obtain and maintain the foregoing policy or policies in the amounts specified will not be limited in any way by reason of any insurance that we may maintain, nor will your performance of that obligation relieve you of liability under the indemnity provisions set forth in Section 21.4 below. Additionally, the requirements of this Section 15 will not be reduced, diminished, eroded, or otherwise affected by insurance that you carry (and/or claims made under that insurance) for other businesses, including other Restaurants that you (and/or your affiliates) operate under the System.
- 15.5 *Certificates of Insurance.* At least thirty (30) days before the time you are first required to carry any insurance under this Agreement (including during any pre-opening construction), and from then on, at least thirty (30) days before the expiration of any such policy (and also on the first anniversary of the Effective Date, and on each subsequent anniversary of the Effective Date), you agree to deliver to us certificates of insurance evidencing the proper coverage with limits not less than those required under this Agreement. All certificates must expressly provide that we will receive at least thirty (30) days' prior written notice if there is a material alteration to, cancellation, or non-renewal of the coverages evidenced by such certificates. Additional certificates evidencing the insurance required by Section 15.1 above must name us, and each of our affiliates, directors, agents, and employees, as additional insured parties, and must expressly provide that those parties' interests will not be affected by any breach by you of any policy provisions for which such certificates evidence coverage.
- 15.6 *Required Coverages are Minimums.* You agree that the specifications and coverage requirements in this Section 15 are minimums only, and that we recommend that you review these with your own insurance advisors to determine whether additional coverage is warranted in the operation of your Franchised Business.
- 15.7 *Obtaining Coverage.* If you fail to maintain or acquire insurance, we will have the right (but not the obligation) to obtain insurance coverage on your behalf, in which case we will invoice you for the insurance premiums plus an administrative fee of ten percent (10%) of the premium, and you agree to pay those invoices within five (5) days after we send them to you in the manner that we request (which may be as specified in Section 4.3.2 above).
- 15.8 *Franchisee to Report Claims.* Franchisee will promptly report all claims or potential claims against Franchisee, Franchisor, or the Franchised Business, to its insurer and to Franchisor within forty-eight (48) hours.

16 TRANSFER OF INTEREST

- 16.1 *By Us.* We will have the right to transfer or assign this Agreement and/or all or any part of our rights or obligations under this Agreement to any person or legal entity, and any assignee of us, and that assignee will become solely responsible for all of our transferred obligations under this Agreement as of the date of assignment.
- 16.2 *Your Principals.* Each party that holds any interest whatsoever in you (whether directly, indirectly, and/or beneficially) (each, a "**Principal**"), and the interest that each Principal holds in you (directly, indirectly, and/or beneficially) is identified in Exhibit C to this Agreement. You represent and warrant to us, and agree, that your owners are accurately set forth on Exhibit C to this Agreement, and you also agree not to permit the identity of those owners, and/or their respective interests in you, to change without complying with this Agreement.
- 16.3 *Principals.* We will have a continuing right to designate any person or entity that owns a direct or indirect interest in you as a Principal, and Exhibit C will be amended automatically upon written notice to you.
- 16.4 *By You.* You understand and acknowledge that the rights and duties set forth in this Agreement are personal to you, and that we have granted this franchise in reliance on your (or your Principals') business skill, financial capacity, and personal character. Accordingly:
- 16.4.1 You agree not to make a transfer (and not to permit any other party to make a transfer) without our prior written consent.
- 16.4.1.1 As used in this Agreement, the term "**transfer**" is agreed to mean any sale, assignment, conveyance, pledge, encumbrance, merger, creation of a security interest in, and/or giving away of any direct or indirect interest in: **(a)** this Agreement; **(b)** you; **(c)** any or all of your rights and/or obligations under this Agreement; and/or **(d)** all or substantially all of the assets of the Franchised Business.
- 16.4.1.2 Any purported assignment or transfer that does not have our prior written consent as required by this Section 16 will be null and void and will also constitute a material breach of this Agreement, for which we may immediately terminate this Agreement without opportunity to cure, pursuant to Section 17.2.5 below.
- 16.4.2 You agree (unless you are a partnership) that: **(a)** without our prior written approval, you will not issue any voting securities or interests, or securities or interests convertible into voting securities; and **(b)** the recipient of any such security or other interest will become a Principal under this Agreement if we designate them as such. If you are a general partnership, limited partnership, or limited liability partnership, then the partners of that partnership will not, without our prior written consent, admit additional limited or general partners, remove a general partner, or otherwise materially alter the powers of any general partner. Each general partner in such a partnership will automatically be deemed to be a Principal.
- 16.4.3 If you are a trust, then the trustee(s) of that trust shall not, without our prior written consent, admit additional trustees, remove a trustee, or otherwise materially alter the powers of any trustee, nor admit new beneficiaries or change beneficiaries. Each trustee in such a trust will automatically be deemed to be a Principal.

- 16.4.4 Principals shall not, without our prior written consent, transfer, pledge, and/or otherwise encumber their interest in you. Any such transaction shall also be deemed a “transfer” under this Agreement.
- 16.4.5 You also agree that in the case of any proposed transfer, you authorize us to truthfully answer questions posed to us by the proposed transferee, including providing that party with information relating to your Restaurant (such as sales reports) (although we will have the right not to provide any or all such information).
- 16.5 *Transfer Conditions.* We will not unreasonably withhold any consent required by Section 16.4 above; provided, that if you propose to transfer your obligations under this Agreement or any material asset, or if any party proposes to transfer any direct or indirect interest in you, then we will have the right to require that you satisfy any or all of the following conditions (and any other conditions that we may reasonably require), in addition to signing a transfer agreement (which will include releases), before we grant our approval to the proposed transfer:
- 16.5.1 The transferor must have executed a general release, in a form satisfactory to us, of any and all claims against us and our affiliates, successors, and assigns, and their respective officers, directors, members, managers, shareholders, partners, agents, representatives, servants, and employees in their corporate and individual capacities including claims arising under this Agreement, any other agreement between you and us, and/or your affiliates, our affiliates, and federal, state, and local laws and rules.
- 16.5.2 The transferee of a Principal will be designated as a Principal and each transferee who is designated a Principal must enter into a written agreement, in a form satisfactory to us, agreeing to be bound as a Principal under the terms of this Agreement as long as such person or entity owns any interest in you; and, if your obligations were guaranteed by the transferor, the Principal must guarantee the performance of all such obligations in writing in a form satisfactory to us.
- 16.5.3 The proposed new Principals (after the transfer) must meet our educational, managerial, and business standards; each must possess a good moral character, business reputation, and credit rating; not be a competitor; have the aptitude and ability to operate the Franchised Business, as may be evidenced by prior related business experience or otherwise; and have adequate financial resources and capital to operate the Franchised Business.
- 16.5.4 We will have the right to require that you execute, for a term ending on the expiration date of this Agreement, the form of franchise agreement that we are then offering to new System franchisees, and such other ancillary agreements that we may require for the business franchised under this Agreement, and those agreements will supersede this Agreement and its ancillary documents in all respects, and the terms of which may differ from the terms of this Agreement including higher Royalties and marketing fees. You also agree to sign (and cause your principals to sign) a transfer agreement in the form that we reasonably provide, which will include general releases.
- 16.5.5 If we request, then you must conduct Major Remodeling and purchase new equipment to conform to the then-current standards and specifications of new Restaurants then-being established in the System, and you agree to complete the upgrading and other requirements specified above in Section 8.8.3 within the time period that we specify.
- 16.5.6 You agree to pay in full all of your monetary obligations to us and our affiliates, and to all vendors (whether arising under this Agreement or otherwise), and you must not be

otherwise in default of any of your obligations under this Agreement (including your reporting obligations).

- 16.5.7 The transferor must remain liable for all of the obligations to us in connection with the Franchised Business that arose before the effective date of the transfer, and any covenants that survive the termination or expiration of this Agreement, and must execute any and all instruments that we reasonably request to evidence such liability.
- 16.5.8 A Principal of the transferee whom we designate to be a new Operating Principal, and those of the transferee's Operating Principal, General Manager, and Additional Trained Personnel as we may require, must successfully complete (to our satisfaction) all training programs that we require upon such terms and conditions as we may reasonably require (and while we will not charge a fee for attendance at such training programs, the transferee will be responsible for the salary and all expenses of the person(s) that attend training).
- 16.5.9 If you and/or your affiliates are subject to a development agreement with us, then we will have the right to require that you make the transfer (if it is approved under this Section 16) only in conjunction with a simultaneous transfer of the same rights and interests with respect to your Development Agreement and any other franchised Restaurants developed pursuant to that Development Agreement to the same buyer.
- 16.5.10 You agree to pay us a transfer fee of fee equal to the greater of: (a) Twelve Thousand, Five Hundred Dollars (\$12,500); and (b) fifty percent (50%) of our then-current initial franchise fee, as well as reimburse us for our actual costs in discussing, documenting, and completing your transfer).
- 16.5.11 If any party has engaged a broker with respect to the transfer, you must also pay (or ensure the buyer's payment of) any applicable commission to the broker in connection with the transfer. (If we or any of our affiliates (or persons who work for us or our affiliates) were the party to introduce you to a buyer, then you agree to also pay us a fee of three percent (3%) of the total compensation paid to you in connection with the transaction.)
- 16.5.12 The transferor must acknowledge and agree that the transferor will remain bound by the covenants contained in Sections 19.3, 19.4, and 19.5 below.
- 16.6 *Right of First Refusal.* If you or any of your Principals wish to accept any *bona fide* offer from a third party to purchase you, any of your material assets, or any direct or indirect interest in you, then all of the following will apply:
- 16.6.1 You (or the Principal who proposes to sell his/her interest) must promptly notify us in writing of the offer and provide us the information and documentation relating to the offer that we may require. We will have the right and option, exercisable within thirty (30) days after we have received all such information that we have requested, to send written notice to the seller that we intend to purchase the seller's interest on the same economic terms and conditions offered by the third party. After exercising our right, we will also have the right to conduct additional reasonable due diligence and to require the seller to enter into a purchase agreement in a form mutually acceptable to us and to the seller. If we elect to purchase the seller's interest, then the closing on such purchase will occur within thirty (30) days from the date of notice to the seller of the election to purchase by us.

- 16.6.2 Any material change in the terms of the offer before closing will constitute a new offer subject to our same rights of first refusal (as set forth in this Section 16.6) as in the case of the third party's initial offer. If we do not exercise the option afforded by this Section 16.6 that will not constitute a waiver of any other provision of this Agreement, including all of the requirements of this Section 16, with respect to a proposed transfer.
- 16.6.3 If the consideration, terms, and/or conditions offered by a third party are such that we may not reasonably be required to furnish the same consideration, terms, and/or conditions, then we may purchase the interest proposed to be sold for the reasonable equivalent in cash. If the parties cannot agree within a reasonable time on the reasonable equivalent in cash of the consideration, terms, and/or conditions offered by the third party, they must attempt to appoint a mutually acceptable independent appraiser to make a binding determination. If the parties are unable to agree upon one independent appraiser, then we will promptly designate an independent appraiser and you will promptly designate another independent appraiser and those two appraisers will, in turn, promptly designate a third appraiser; and all three appraisers will promptly confer and reach a single determination (or, if unable to reach a single determination, a valuation determined by a majority vote of those appraisers), which determination will be binding upon both you and us. Both parties will equally share the cost of any such appraisal.
- 16.6.4 If we exercise our rights under this Section 16.6, then we will have the right to set off all amounts due from you (including one-half (½) of the cost of an appraisal, if any, conducted under Section 16.6.3 above) against any payment to you.
- 16.7 *Death or Incapacity.* If you or any Principal dies, becomes incapacitated, or enters bankruptcy proceedings, that person's executor, administrator, personal representative, or trustee must promptly notify us of the circumstances, and apply to us in writing within six (6) months after the event (death, declaration of incapacity, or filing of a bankruptcy petition) for consent to transfer that party's interest. The transfer will be subject to the provisions of this Section 16, as applicable; however, we will not impose a transfer fee for such a transfer if you reimburse us for our reasonable out-of-pocket expenses incurred in reviewing, approving, and documenting your proposed transaction, including our attorneys' fees.
- 16.7.1 In addition, if the deceased or incapacitated person is the Operating Principal, we will have the right (but not the obligation) to take over operation of the Franchised Business until the transfer is completed and to charge a reasonable management fee for our services.
- 16.7.2 For purposes of this section, "**incapacity**" means any physical or mental infirmity that will prevent the person from performing his or her obligations under this Agreement: **(a)** for a period of thirty (30) or more consecutive days; or **(b)** for sixty (60) or more total days during a calendar year. In the case of transfer by bequest or by intestate succession, if the heirs or beneficiaries are unable to meet the conditions of Section 16.3, the executor may transfer the decedent's interest to another successor that we have approved, subject to all of the terms and conditions for transfers contained in this Agreement.
- 16.7.3 If an interest is not disposed of under this section within six (6) months after the date of death or appointment of a personal representative or trustee, we may terminate this Agreement under Section 17.2 below.

- 16.8 *Consent to Transfer.* Our consent to a transfer that is the subject of this Section 16 will not constitute a waiver of any claims that we may have against the transferring party, nor will it be deemed a waiver of our right to demand exact compliance with any of the terms of this Agreement by the transferor or transferee.
- 16.9 *No Transfers to a Non-Franchisee Party to Operate a Similar Restaurant.* You agree that neither you nor any Principal of yours will transfer or attempt to transfer any or all of your Franchised Business to a third party who will operate a similar business at the Accepted Location but not under the System and the Proprietary Marks, and not under a franchise agreement with us.
- 16.10 *Bankruptcy Issues.* If you or any person holding any interest (direct or indirect) in you become a debtor in a proceeding under the U.S. Bankruptcy Code or any similar law in the U.S. or elsewhere, it is the parties' understanding and agreement that any transfer of the Franchisee, your obligations, and/or your rights under this Agreement, any material assets of yours, and/or any indirect or direct interest in you will be subject to all of the terms of this Section 16, including the terms of Sections 16.4, 16.5, and 16.6 above.
- 16.11 *Securities Offers.* All materials for an offering of stock, ownership, and/or partnership interests in you or any of your affiliates that are required by federal or state law must be submitted to us for review as described below before such materials are filed with any government agency. Any materials to be used in any exempt offering must be submitted to us for such review before their use.
- 16.11.1 You agree that: **(a)** no offering by you or any of your affiliates may imply (by use of the Proprietary Marks or otherwise) that we are participating in an underwriting, issuance, or offering of your securities or your affiliates; **(b)** our review of any offering will be limited solely to the relationship between you and us (and, if applicable, any of your affiliates and us); and **(c)** we will have the right, but not obligation, to require that the offering materials contain a written statement that we require concerning the limitations stated above.
- 16.11.2 You (and the offeror if you are not the offering party), your Principals, and all other participants in the offering must fully indemnify us and all of the Franchisor Parties (as defined in Section 21.5.2 below) in connection with the offering.
- 16.11.3 For each proposed offering, you agree to pay us a non-refundable fee of Ten Thousand Dollars (\$10,000) or such greater amount as is necessary to reimburse us for our actual costs and expenses (including legal and accounting fees) for reviewing, documenting, and discussing the proposed offering with you and your representatives.
- 16.11.4 You agree to give us written notice at least thirty (30) days before starting any offering or other transaction described in this Section 16.11. Any such offering will be subject to all of the other provisions of this Section 16, including the terms set forth in Sections 16.4, 16.5, 16.6; and further, without limiting the foregoing, it is agreed that any such offering will be subject to our approval as to the structure and voting control of the offeror (and you, if you are not the offeror) after the financing is completed.
- 16.11.5 You agree to deliver to us (at your expense) an opinion of your legal counsel (addressed to us and in a form acceptable to us) that the offering documents properly use the Proprietary Marks and accurately describe your relationship with us and/or our affiliates.

16.11.6 You also agree that after your initial offering, described above, for the remainder of the term of the Agreement, you will submit to us for our review and prior written approval all additional securities documents (including periodic reports, such as quarterly, annual, and special reports) that you prepare and file (or use) in connection with any such offering. You agree to reimburse us for our actual costs and expenses (including legal and accounting fees) that we incur in connection with our review of those materials.

17 DEFAULT AND TERMINATION

- 17.1 *Automatic with no notice and no opportunity to cure.* If any one or more of the following events take place, then you will be deemed to be in default under this Agreement, and all rights granted in this Agreement will automatically terminate without notice to you: **(a)** if you will become insolvent or make a general assignment for the benefit of creditors; **(b)** if a bill in equity or other proceeding for the appointment of a receiver for you or another custodian for your business or assets is filed with or without your consent; **(c)** if a receiver or other custodian (permanent or temporary) of your assets or property, or any part thereof, is appointed by any court of competent jurisdiction; **(d)** if proceedings for a composition with creditors under any state or federal law is instituted by or against you; **(e)** if a material final judgment against you remains unsatisfied or of record for thirty (30) days or longer (unless appealed or a supersedeas bond is filed); **(f)** if you are dissolved; or if execution is levied against your business or property; **(g)** if suit to foreclose any lien or mortgage against the Franchised Business premises or equipment is instituted against you and not dismissed within thirty (30) days; and/or **(h)** if the real or personal property of your Franchised Business will be sold after levy thereupon by any sheriff, marshal, or constable.
- 17.2 *With Notice and no opportunity to cure.* If any one or more of the following events occur, then you will be in default under this Agreement, and we will have the right to terminate this Agreement and all rights granted under this Agreement, without affording you any opportunity to cure the default, effective immediately upon the delivery of our written notice to you (in the manner provided in Section 24 below):
- 17.2.1 If you do not obtain an Accepted Location for the Franchised Business within the time limits specified under the Site Selection Addendum, or if you do not construct and open the Franchised Business within the time limits specified in Sections 5.1 and 8.2 above (and within the requirements specified in Sections 5 and 8.2 above);
- 17.2.2 If at any time: **(a)** you cease to operate or otherwise abandon the Franchised Business for two (2) or more consecutive business days and/or two (2) or more business days within any week (during which you are otherwise required to be open, and without our prior written consent otherwise, unless necessary due to an event of force majeure as defined in Section 22 below); **(b)** you lose the right to possession of the premises; **(c)** forfeit the right to do or transact business in the jurisdiction where the Franchised Business is located (however, if through no fault of yours, the premises are damaged or destroyed by an event such that you cannot complete repairs or reconstruction within ninety (90) days thereafter, then you will have thirty (30) days after such event in which to apply for our approval to relocate and/or reconstruct the premises, which approval we will not unreasonably withhold, subject to Section 1.2.3 above);
- 17.2.3 If you or any of your Principals are charged with and/or convicted of a felony, a crime involving moral turpitude, or any other crime or offense that we believe is reasonably likely to have an adverse effect on the System, the Proprietary Marks, the goodwill associated therewith, or our interest therein;

- 17.2.4 If a threat or danger to public health or safety results from the construction, maintenance, or operation of the Franchised Business and/or if you fail to comply with the requirements of Section 8.16 above;
 - 17.2.5 If you or any of your Principals purport to transfer any rights or obligations under this Agreement or any interest to any third party in a manner that is contrary to the terms of Section 16 above;
 - 17.2.6 If you fail to comply with the requirements of Section 19 below;
 - 17.2.7 If, contrary to the terms of Sections 10 or 11 above, you disclose or divulge the contents of the Brand Manual or other confidential information that we provide to you;
 - 17.2.8 If an approved transfer of an interest in you is not completed within a reasonable time, as required by Section 16.7 above;
 - 17.2.9 If you maintain false books or records, or submit any false reports (including information provided as part of your application for this franchise) to us;
 - 17.2.10 If you commit three (3) or more material defaults under this Agreement in any fifty-two (52) week period, whether or not each such default has been cured after notice;
 - 17.2.11 If, after receipt of notice from us of a violation of the provisions of Sections 7.1 and/or 8.4 above, you continue to purchase any Input Items from an unapproved supplier, or if you sell anything from the Restaurant that is not a Retail Product or a Service;
 - 17.2.12 If you engage in any conduct or practice that is fraudulent, unfair, unethical, or a deceptive practice; and/or
 - 17.2.13 If you make any unauthorized or improper use of the Proprietary Marks, or if you or any of your Principals use the Proprietary Marks in a manner that we do not permit (whether under this Agreement and/or otherwise) or that is inconsistent with our direction, or if you or any of your Principals directly or indirectly contest the validity of our ownership of the Proprietary Marks, our right to use and to license others to use the Proprietary Marks, or seek to (or actually do) register any of our Proprietary Marks with any agency (public or private) for any purpose without our prior written consent to do so.
- 17.3 *With Notice and Opportunity to Cure.*
- 17.3.1 Except as otherwise provided above in Sections 17.1 and 17.2 above, if you are in default of your obligations under this Agreement, then we may terminate this Agreement by giving you written notice of termination (in the manner provided under Section 24 below) stating the nature of the default at least thirty (30) days before the effective date of termination; provided, however, that you may avoid termination by: **(a)** immediately initiating a remedy to cure such default; **(b)** curing the default to our satisfaction; and **(c)** promptly providing proof of the cure to us, all within the thirty (30) day period. If you do not cure any such default within the specified time (or such longer period as applicable law may require), then this Agreement will terminate without further notice to you effective immediately upon the expiration of the thirty (30) day period (or such longer period as applicable law may require).

17.3.2 If you are in default under the terms of any other franchise agreement or other contract between you (and/or your affiliates) and us (and/or our affiliates), that will also constitute a default under Section 17.3.1 above.

- 17.4 **Bankruptcy.** If, for any reason, this Agreement is not terminated pursuant to this Section 17, and this Agreement is assumed, or assignment of this Agreement to any person or entity who has made a *bona fide* offer to accept an assignment of this Agreement is contemplated, pursuant to the U.S. Bankruptcy Code, then notice of such proposed assignment or assumption, setting forth: **(a)** the name and address of the proposed assignee; and **(b)** all of the terms and conditions of the proposed assignment and assumption; must be given to us within twenty (20) days after receipt of such proposed assignee's offer to accept assignment or assumption of the Agreement; and, in any event, within ten (10) days before the date application is made to a court of competent jurisdiction for authority and approval to enter into such assignment and assumption. We will then have the prior right and option, to be exercised by notice given at any time before the effective date of such proposed assignment and assumption, to accept to our company (that is, to Franchisor) an assignment of the Agreement on the same terms and conditions, and for the same consideration, if any, as in the *bona fide* offer made by the proposed assignee, less any brokerage commissions that may be payable by you out of the consideration to be paid by such assignee for the assignment or assumption of this Agreement.
- 17.5 **Our Rights Instead of Termination.** If we are entitled to terminate this Agreement in accordance with Sections 17.2 or 17.3 above, we will also have the right to take any lesser action instead of terminating this Agreement (subject to Section 17.6 below).
- 17.6 **Reservation of Rights under Section 17.5.** If any rights, options, arrangements, or areas are terminated or modified in accordance with Section 17.5 above, such action will be without prejudice to our other rights under law and also our right to terminate this Agreement in accordance with Sections 17.2 or 17.3 above, and/or to terminate any other rights, options or arrangements under this Agreement at any time thereafter for the same default or as a result of any additional defaults of the terms of this Agreement.
- 17.7 **Damages.** You agree to pay us all damages, costs, and expenses (including reasonable attorneys' fees, court costs, discovery costs, and all other related expenses), that we incur as a result of any default by you under this Agreement and under any other agreement between the parties (and their respective affiliates) (in addition to other remedies that we may have).

18 OBLIGATIONS UPON TERMINATION OR EXPIRATION

Upon termination or expiration of this Agreement, all rights granted under this Agreement to you will forthwith terminate, and all of the following will take effect (except to the extent otherwise permitted under a separate valid franchise agreement between you and/or one of your affiliates and us):

- 18.1 **Cease Operation.** You agree to: **(a)** immediately and permanently stop operating the Franchised Business; and **(b)** never directly or indirectly represent to the public that you are a present or former franchisee of ours.
- 18.2 **Stop Using Marks and Intellectual Property.** You agree to immediately and permanently stop making use, in any manner whatsoever, of any aspect of the System (including any confidential methods, procedures and techniques associated with the System), our Proprietary Marks (including any former Proprietary Marks, distinctive forms, slogans, signs, symbols, and devices associated with the System), and any and all other intellectual property associated with the System. Without limiting the above, you agree to stop making any further use of any

and all signs, printed and/or digital marketing materials, displays, stationery, forms, and any other articles that display the Proprietary Marks.

- 18.3 *Cancel Assumed Names.* You agree to take such action as may be necessary to cancel any assumed name or equivalent registration that contains the marks “Happy’s Pizza,” any other Proprietary Marks, and/or any other service mark or trademark of ours. You also agree to provide us evidence that we deem satisfactory to provide that you have complied with the obligations of this Section 18.3 within five (5) days after termination or expiration of this Agreement.
- 18.4 *Premises.* We will have the right (but not the obligation) to require you to assign to us any interest that you (and/or your affiliates) may have in the lease or sublease for the ground upon which the Restaurant is operated and/or for the building in which the Restaurant is operated.
- 18.4.1 If we do not elect or if we are unable to exercise any option we may have to acquire the lease or sublease for the premises of the Franchised Business, or otherwise acquire the right to occupy the premises, then you agree to: **(a)** make such modifications or alterations to the premises operated under this Agreement (including the changing of the telephone number) immediately upon termination or expiration of this Agreement as may be necessary to distinguish the appearance of said premises from that of other Restaurants; **(b)** must make such specific additional changes thereto as we may reasonably request for that purpose; and **(c)** provide to us within fifteen (15) days after termination or expiration of this Agreement with photographic proof and other evidence, in such form as we may reasonably request, that you have done all of the above acts and things.
- 18.4.2 In addition, you agree to immediately stop use of (and transfer to us) all telephone numbers and any domain names, websites, e-mail addresses, social media/network names, and any other print and online identifiers (together, “**Identifiers**”), whether or not authorized by us, that you have used (or that you have authorized others to use) while operating the Franchised Business, and you must promptly sign such documents or take such steps as necessary to remove reference to the Franchised Business from all trade or business directories, including online directories, or at our request transfer same to us.
- 18.4.3 You agree that whether or not we exercise our rights under Section 18.4.4 below, you will be responsible for any other party’s use of the premises and/or any of the Identifiers if you do not comply with all of the requirements of this Section 18.4.
- 18.4.4 If you fail or refuse to comply with all of the requirements of this Section 18.4, then we (or our designee) will have the right to enter upon the premises of the Franchised Business, without being guilty of trespass or any other tort, for the purpose of making or causing to be made such changes as may be required, at your cost, which expense you agree to pay upon demand.
- 18.5 *Our Option to Buy Your Assets.* We will have the right (but not the obligation), which we may exercise at any time within thirty (30) days after expiration, termination, or default under this Agreement and/or default under your lease/sublease for the premises, to buy from you (and/or your affiliates) any or all of your furnishings, equipment, signs, fixtures, supplies, or inventory related to the operation of the Franchised Business (the “**Operating Assets**”), at the lesser of your cost or fair market value. The parties agree that “fair market value” will be determined based upon a five (5) year straight-line depreciation of original costs. For equipment and fixtures that are five (5) or more years old, the parties agree that fair market value is deemed

to be ten percent (10%) of the equipment's original cost. We also have the right to require that you return to us, at our cost, any signage that we specify. If we elect to exercise any option to purchase the Operating Assets as provided above, then we will have the right to set off all amounts due from you. You agree to pay off and liquidate all liens against the Operating Assets before we exercise our right to take the assignment as specified above.

- 18.6 *No Use of the Marks in Other Businesses.* You agree, if you continue to operate or subsequently begin to operate any other business, that you will not use any reproduction, counterfeit copy, and/or colorable imitation of the Proprietary Marks, either in connection with such other business or the promotion thereof, which is likely to cause confusion, mistake, or deception, or which is likely to dilute our rights in and to the Proprietary Marks. You further agree not to use, in any manner whatsoever, any designation of origin, description, trademark, service mark, or representation that suggests or implies a past or present association or connection with us, the System, the equipment, and/or the Proprietary Marks.
- 18.7 *Pay All Sums Due.* You agree to promptly pay all sums owing to us and our affiliates (regardless of whether those obligations arise under this Agreement or otherwise). In the event of termination for any of your defaults, those sums will include all damages, costs, and expenses (including reasonable attorneys' fees, court costs, discovery costs, and all other related expenses), that we incur as a result of the default.
- 18.8 *Pay Damages.* You agree to pay us all damages, costs, and expenses (including reasonable attorneys' fees, court costs, discovery costs, and all other related expenses) that we incur as a result of your default under this Agreement and/or subsequent to the termination or expiration of this Agreement in obtaining injunctive or other relief for the enforcement of any provisions of this Section 18, which will be in addition to amounts due to us under Section 18.11 below.
- 18.9 *Return Confidential Information.* You agree to immediately return to us the Brand Manual and all other manuals, records, and instructions containing confidential information (including any copies of some or all of those items, even if such copies were made in violation of this Agreement), all of which are acknowledged to be our property.
- 18.10 *Right to Enter and Continue Operations.* In order to preserve the goodwill of the System following termination, we (or our designee) will have the right to enter the Franchised Business (without liability to you, your Principals, or otherwise) for the purpose of continuing the Franchised Business's operation and maintaining the goodwill of the business.
- 18.11 *Lost Future Royalties.* If we terminate this Agreement based on your default, or if you abandon or otherwise cease to operate the Franchised Business, then, in addition to all other amounts due to us under this Agreement and all other remedies that we have available under the law, you agree to pay to us, as liquidated damages, an amount calculated as follows: **(a)** the average of your monthly Royalty Fees that are due under this Agreement for the twenty-four (24) months immediately before your abandonment or our delivery of the notice of default (or, if you have been operating for less than twenty-four (24) months, the average of your monthly Royalty Fees for the number of months you have operated the Shop); **(b)** multiplied by the lesser of twenty-four (24) or the number of months remaining in the then-current term of this Agreement under Section 2 above. The parties agree that the above requirements are a reasonable estimate of the potential damages that will result from the breach and not meant as a penalty. You agree to pay this sum to us upon our request for payment. You also agree that our right to collect liquidated damages under this Section 18.11 is not instead of, nor does it limit us from exercising, any our other rights (whether arising under this Agreement, at law, and/or in equity).

- 18.12 *Our Rights.* You agree not to do anything that would potentially interfere with or impede the exercise of our rights under this Section 18.
- 18.13 *Offsets.* We have the right to offset amounts that you owe to us against any payment that we may be required to make under this Agreement.

19 COVENANTS

- 19.1 *Full Time Efforts.* You agree that during the term of this Agreement, except as we have otherwise approved in writing, you (or the Operating Principal and/or General Manager) will devote full time, energy, and best efforts to the management and operation of the Franchised Business.
- 19.2 *Understandings.*
- 19.2.1 You agree that: **(a)** pursuant to this Agreement, you will have access to valuable trade secrets, specialized training and Confidential Information from us and our affiliates regarding the development, operation, management, purchasing, sales and marketing methods and techniques of the System; **(b)** the System and the opportunities, associations and experience we have established and that you will have access to under this Agreement are of substantial and material value; **(c)** in developing the System, we and our affiliates have made and continue to make substantial investments of time, technical and commercial research, and money; **(d)** we would be unable to adequately protect the System and its trade secrets and Confidential Information against unauthorized use or disclosure and would be unable to adequately encourage a free exchange of ideas and information among franchisees in our System if franchisees were permitted to hold interests in Competitive Businesses (as defined below); and **(e)** restrictions on your right to hold interests in, or perform services for, Competitive Businesses will not unreasonably or unnecessarily hinder your activities.
- 19.2.2 As used in this Section 19, the term “**Competitive Business**” is agreed to mean any foodservice business: **(a)** that is the same as or similar to the overall presentation of a “Happy’s Pizza” Restaurant; and/or **(b)** whose sale of pizza and/or flatbread accounts for more than ten percent (10%) of its total offerings and/or total revenue in any one or more calendar months.
- 19.3 *Covenant Not to Compete or Engage in Injurious Conduct.* Accordingly, you covenant and agree that, during the term of this Agreement and for a continuous period of two (2) years after the expiration or termination of this Agreement, and/or a transfer as contemplated in Section 16 above, you will not in any manner whatsoever (including directly, indirectly, for yourself, and/or through, on behalf of, or in conjunction with any party) do any of the following:
- 19.3.1 Divert or attempt to divert any actual or potential business or customer of any Restaurant to any competitor or otherwise take any action injurious or prejudicial to the goodwill associated with the Marks and the System.
- 19.3.2 Own, maintain, develop, operate, engage in, assist, franchise or license, make loans to, lease real or personal property to, and/or have any whatsoever interest in, or render services or give advice to, any Competitive Business.
- 19.4 *Where Restrictions Apply.* During the term of this Agreement, there is no geographical limitation on the restrictions set forth in Section 19.3 above. During the two-year period following the expiration or earlier termination of this Agreement and/or a transfer as

contemplated under Section 16 above, these restrictions will apply only (a) at the Accepted Location; (b) within five (5) miles of the Accepted Location; and (c) within five (5) miles of any other Restaurant that is then-currently operated or planned elsewhere in the United States. These restrictions will not apply to businesses that you operate that we (or our affiliates) have franchised to you (or your affiliates) pursuant to a valid franchise agreement with us or one of our affiliates.

- 19.5 *Post-Term.* You further covenant and agree that, for a continuous period of two (2) years after (a) the expiration of this Agreement, (b) the termination of this Agreement, and/or (c) a transfer as contemplated in Section 16 above:
- 19.5.1 You will not directly or indirectly, for yourself, or through, on behalf of, or in conjunction with any person, firm, partnership, corporation, or other entity, sell, assign, lease, and/or transfer the Accepted Location to any person, firm, partnership, corporation, or other entity that you know, or have reason to know, intends to operate a Competitive Business at the Accepted Location; and
- 19.5.2 You also agree that, by the terms of any conveyance, selling, assigning, leasing or transferring your interest in the Accepted Location, you shall include these restrictive covenants as necessary to ensure that a Competitive Business that would violate this Section is not operated at the Accepted Location for this two-year period, and you will take all steps necessary to ensure that these restrictive covenants become a matter of public record.
- 19.6 *Non-Compliance.* You agree that any period of time during which you do not comply with the requirements of this Section 19 (whether that non-compliance takes place after termination, expiration, and/or a transfer) will not be credited toward satisfying the total two-year requirement specified above (and that it will be your responsibility to complete the total two-year obligation).
- 19.7 *Publicly-Held Entities.* Section 19.3.3 above will not apply to your ownership of less than five percent (5%) beneficial interest in the outstanding equity securities of any publicly-held entity. As used in this Agreement, the term “**publicly-held entity**” means an entity that has securities that are registered under the Securities Exchange Act of 1934.
- 19.8 *Personal Covenants.* You agree to require and obtain execution of covenants similar to those set forth in Sections 9.3, 11, 16, 18 above, and this Section 19 (as modified to apply to an individual), from your Operating Principal, General Manager, and Additional Trained Personnel and other managerial and/or executive staff, as well as your Principals. The covenants required by this section must be in substantially the form provided in Exhibit F to this Agreement. If you do not obtain execution of the covenants required by this section and deliver to us those signed covenants, that failure will constitute a default under Section 17.2.6 above. This clause only applies if permitted by applicable laws.
- 19.9 *Construction.* The parties agree that each of the covenants in this Section 19 will be construed as independent of any other covenant or provision of this Agreement. We have the right to reduce the scope of any covenant set out in this Section 19 and, if we do so, you agree to comply with the obligations as we have reduced them.
- 19.10 *Claims Not a Defense.* You agree that the existence of any claims you may have against us, whether or not arising from this Agreement, will not constitute a defense to our enforcement of the covenants in this Section 19. You agree to pay all costs and expenses (including

reasonable attorneys' fees, court costs, discovery costs, and all other related expenses) that we incur in connection with the enforcement of this Section 19.

- 19.11 *Covenant as to Anti-Terrorism Laws.* You and the owners of your business ("**Owners**") agree to comply with and/or to assist us to the fullest extent possible in our efforts to comply with Anti-Terrorism Laws (as defined below). In connection with such compliance, you and the Owners certify, represent, and warrant that none of their respective property or interests are "blocked" under any of the Anti-Terrorism Laws and that neither you nor any of the Owners are in violation of any of the Anti-Terrorism Laws. You also agree not to knowingly hire or do business with (or continue to employ or do business with) any party who is blocked under any of the Anti-Terrorism Laws. The term "**Anti-Terrorism Laws**" means Executive Order 13224 issued by the President of the United States, as supplemented, the USA PATRIOT Act, and all other laws and regulations addressing or relating to terrorist acts and/or acts of war.
- 19.12 *Defaults.* You agree that if you violate this Section 19, that will result in irreparable injury to us for which no adequate remedy at law may be available, and accordingly, you consent to the issuance of an injunction prohibiting any conduct in violation of the terms of this Section 19.

20 TAXES, PERMITS, AND INDEBTEDNESS

- 20.1 *Payment of Taxes.* You agree to promptly pay when due all taxes levied or assessed, including unemployment and sales taxes, and all accounts and other indebtedness of every kind that you incur in the conduct of the business franchised under this Agreement. You agree to pay us an amount equal to any sales tax, gross receipts tax, or similar tax imposed on us with respect to any payments that you make to us as required under this Agreement, unless the tax is credited against income tax that we otherwise pay to a state or federal authority.
- 20.2 *Payment of Trade Creditors.*
- 20.2.1 You agree to promptly pay when due all trade creditors and vendors (including any that are affiliated with us) that supply goods or services to you and/or the Franchised Business (including for example the landlord for the premises of your Restaurant). If you do not pay your vendors on time and in full, then we will have the right (but not the obligation) to make payments to those vendors on your behalf, and, if we do so, you agree to reimburse us on demand for those payments plus our actual expenses. We will have the right to collect these funds using the methods specified in Section 4.3.2 above.
- 20.2.2 Some vendors may require that we pay them directly (instead of them invoicing franchisees), in which case you agree to reimburse us for our actual costs plus the amount we paid to those vendors.
- 20.3 *Your Right to Contest Liabilities.* If there is a bona fide dispute as to your liability for taxes assessed or other indebtedness, you may contest the validity or the amount of the tax or indebtedness in accordance with procedures of the taxing authority or applicable law; however, in no event will you permit a tax sale or seizure by levy of execution or similar writ or warrant, or attachment by a creditor, to occur against the premises of the Franchised Business, or any improvements thereon.
- 20.4 *Compliance with Law.* You agree to comply with all Operating Codes and to timely obtain any and all permits, certificates, or licenses necessary for the full and proper conduct of the Franchised Business, including licenses to do business, health certificates, fictitious name registrations, sales tax permits, and fire clearances. To the extent that the requirements of any

Operating Codes are in conflict with the terms of this Agreement, the Brand Manual, or our other instructions, you agree to: **(a)** comply with said laws; **(b)** immediately provide us with written notice describing the nature of the conflict; and **(c)** cooperate with us and our counsel in developing a way to comply with the terms of this Agreement, as well as applicable law, to the extent that it is possible to do so.

- 20.5 *Notice of Violations and Actions.* You agree to notify us in writing within two (2) days after you receive notice of any health or safety violation, the commencement of any action, suit, or proceeding, and of the issuance of any order, writ, injunction, award, or decree of any court, agency, or other governmental instrumentality, or within two (2) days occurrence of any accident or injury which may adversely affect the operation of the Franchised Business or your financial condition, or give rise to liability or a claim against either party to this Agreement.

21 INDEPENDENT CONTRACTOR AND INDEMNIFICATION

- 21.1 *Independent Contractor Relationship.* The parties agree that:

21.1.1 this Agreement does not create a fiduciary relationship between them;

21.1.2 you are the only party that will be in day-to-day control of your franchised business, even though we will share the brand and Proprietary Marks as specified in this Agreement, and neither this Agreement nor any of the systems, guidance, computer programs, processes, or requirements under which you operate alter that basic fact;

21.1.3 nothing in this Agreement and nothing in our course of conduct is intended to make either party an agent, legal representative, subsidiary, joint venturer, partner, employee, or servant of the other for any purpose whatsoever; and

21.1.4 neither this Agreement nor our course of conduct is intended, nor may anything in this Agreement (nor our course of conduct) be construed, to state or imply that we are the employer of your employees and/or independent contractors, nor vice versa.

- 21.2 *Notice of Status.* At all times during the term of this Agreement and any extensions hereof, you will hold yourself out as an independent contractor operating the business pursuant to a franchise from us both to the public and also to your staff. You agree to take such action as may be necessary to do so, including exhibiting a notice of that fact in conspicuous places at the Accepted Location, the content and placement of which we reserve the right to specify in the Brand Manual or otherwise.

- 21.3 *No Contracts in our Name.* It is understood and agreed that nothing in this Agreement authorizes you to make any contract, agreement, warranty, or representation on our behalf, or to incur any debt or other obligation in our name; and that we will in no event assume liability for, or be deemed liable under this Agreement as a result of, any such action; nor will we be liable by reason of any act or omission in your conduct of the Franchised Business or for any claim or judgment arising therefrom against either party to this Agreement.

- 21.4 *Indemnification.*

21.4.1 You agree to indemnify, defend, and hold harmless each of the Franchisor Parties harmless against any and all Expenses arising directly or indirectly from any Claim, as well as from any claimed breach by you of this Agreement. Your indemnity obligations shall: **(a)** survive the expiration or termination of this Agreement, and shall not be affected by any insurance coverage that you and/or any Franchisor Party may

maintain; and **(b)** exclude any Claim and/or Expense that a court with competent jurisdiction determines was caused solely by a Franchisor Party's gross negligence and/or willful misconduct.

21.4.2 *Procedure.* We will give you notice of any Claim and/or Expense for which the Franchisor Parties intend to seek indemnification; however, if we do not give that notice, it will not relieve you of any obligation (except to the extent of any actual prejudice to you). You will have the opportunity to assume the defense of the Claim, at your expense and through legal counsel reasonably acceptable to us, provided that in our judgment, you proceed in good faith, expeditiously, and diligently, and that the defense you undertake does not jeopardize any defenses of the Franchisor Parties. We shall have the right: **(a)** to participate in any defense that you undertake with counsel of our own choosing, at our expense; and **(b)** to undertake, direct, and control the defense and settlement of the Claim (at your expense) if in our sole judgment you fail to properly and competently assume defense of the Claim within a reasonable time and/or if, in our sole judgment, there would be a conflict of interest between your interest and that of any Franchisor Party.

21.4.3 *Definitions.* As used in this Section 21.4, the parties agree that the following terms will have the following meanings:

21.4.3.1 **"Claim"** means any allegation, cause of action, and or complaint asserted by a third party that is the result of, or in connection with, your exercise of your rights and/or carrying out of your obligations under this Agreement (including any claim associated with your operation of the Restaurant, sale of Products or Services, events occurring at the Restaurant, data theft or other data-related event, or otherwise, whether asserted by a customer, vendor, employee, or otherwise), a violation of any Operating Code, and/or any default by you under this Agreement (including all claims, demands, causes of action, suits, damages, settlement costs, liabilities, fines, penalties, assessments, judgments, losses, and Expenses). For the sake of clarify, the parties confirm that the indemnification obligations under Sections 9.2.9.2(b) and 16.11.2 are included within this definition of a Claim.

21.4.3.2 **"Expenses"** includes interest charges; fees for accountants, attorneys and their staff, arbitrators, and expert witnesses; costs of investigation and proof of facts; court costs; travel and living expenses; and other costs and expenses associated with litigation, investigative hearings, or alternative dispute resolution, whether or not a proceeding is formally commenced.

21.4.3.3 **"Franchisor Parties"** means us and our shareholders, parents, subsidiaries, and affiliates, and their respective officers, directors, members, managers, agents, and employees.

21.4.4 We agree to indemnify you with respect to your use of the Proprietary Marks as provided in Section 9.2.9.2(a) above.

22 FORCE MAJEURE

22.1 *Impact.* Neither party will be responsible to the other for non-performance or delay in performance occasioned by causes reasonably beyond its control (except as otherwise provided in Section 22.1), including: **(a)** acts of nature; **(b)** acts of war, terrorism, or insurrection; **(c)** public health emergencies, epidemics, pandemics, hurricanes, tornadoes,

environmental emergencies, strikes, lockouts, labor actions, boycotts, floods, fires, and/or other casualties; and/or **(d)** our inability (and that of our affiliates and/or suppliers) to manufacture, purchase, and/or cause delivery of any services or products used in the operation of the Franchised Business. You agree to abide by any brand standards that we may establish in connection with continuing to operate, reopening, and other matters relating to operations that are impacted by a force majeure event.

- 22.2 *Transmittal of Funds.* The inability of either party to obtain and/or remit funds will be considered within control of such party for the purpose of Section 22.1 above. If any such delay occurs, any applicable time period will be automatically extended for a period equal to the time lost; provided, however, that the party affected makes reasonable efforts to correct the reason for such delay and gives to the other party prompt notice of any such delay; and further provided, however, that you will remain obligated to promptly pay all fees owing and due to us under this Agreement, without any such delay or extension.

23 APPROVALS AND WAIVERS

- 23.1 *Request for Approval.* Whenever this Agreement requires our prior approval, acceptance, and/or consent, you agree to make a timely written request to us therefor, and in each instance, our approval, acceptance, or consent will be valid only if it is provided in writing.
- 23.2 *No Warranties or Guarantees.* You agree that we make no warranties or guarantees upon which you may rely, and that we assume no liability or obligation to you, by providing any waiver, approval, consent, or suggestion to you in connection with this Agreement, or by reason of any neglect, delay, or denial of any request therefor.
- 23.3 *No Waivers.* The parties agree that: (a) no delay, waiver, omission, or forbearance on our part to exercise any right, option, duty, or power arising out of any breach or default by you or any other franchisee under any of the terms, provisions, covenants, or conditions of this Agreement; (b) no custom or practice by the parties at variance with the terms of this Agreement, will constitute our waiver of our right to enforce any such right, option, duty, or power as against you, or as to subsequent breach or default by you; (c) if we accept late payments from you or any payments due, that will not be deemed to be our waiver of any earlier or later breach by you of any terms, provisions, covenants, or conditions of this Agreement; and (d) no course of dealings or course of conduct will be effective to amend the terms of this Agreement.

24 NOTICES

- 24.1 Any and all notices required or permitted under this Agreement must be in writing and must be personally delivered, sent by certified U.S. mail, or by other means that provides the sender with evidence of delivery, rejected delivery, and/or attempted delivery. Any notice by a means that gives the sender evidence of delivery, rejected delivery, or delivery that is not possible because the recipient moved and left no forwarding address will be deemed to have been given at the date and time of receipt, rejected, and/or attempted delivery.
- 24.2 Notices shall be sent to the address designated on the signature page of this Agreement (unless a party changes its address for those notices by giving prior written notice to the other party in the manner specified above). If the parties have designated a specific e-mail address, then notices sent to that e-mail address (which may be changed as noted above) will be considered as having been sent at the time they are delivered into that e-mail address.

- 24.3 The Brand Manual, any changes that we make to the Brand Manual, and/or any other written instructions that we provide relating to operational matters, are not considered to be “notices” for the purpose of the delivery requirements in this Section 24.

25 ENTIRE AGREEMENT AND AMENDMENT

- 25.1 *Entire Agreement.* This Agreement and the exhibits referred to in this Agreement constitute the entire, full, and complete Agreement between the parties to this Agreement concerning the subject matter hereof, and supersede all prior agreements, communications, statements, and representations. The parties confirm that: **(a)** they were not induced by any representations other than the words of this Agreement (and the FDD) before deciding whether to sign this Agreement; and **(b)** they relied only on the words printed in this Agreement in deciding whether to enter into this Agreement. If this Agreement is to renew a previous term for your franchise, then the renewal provisions in Section 2.2 of this Agreement and the other provisions relating to the establishment of a new Franchised Business will not apply in the renewal term.
- 25.2 *No Disclaimers or Waivers.* Nothing in this Agreement, any other contract, and/or our FDD is meant to (nor shall those documents have the effect of): **(a)** disclaiming any representation contained within our FDD; and/or **(b)** requiring you to waive any provision of state franchise laws that apply to you. The term “**FDD**” means our Franchise Disclosure Document (including its exhibits).
- 25.3 *Amendment.* Except for those changes that we are permitted to make unilaterally under this Agreement, no amendment, change, or variance from this Agreement will be binding on either party unless mutually agreed to by the parties and executed by their authorized officers or agents in writing.

26 SEVERABILITY AND CONSTRUCTION

- 26.1 *Introductory Paragraphs.* The parties agree that the introductory paragraphs of this Agreement, under the heading “Introduction,” are accurate, and incorporated into the text of this Agreement as if they were printed here in full.
- 26.2 *Severability.* Except as expressly provided to the contrary in this Agreement, each portion, section, part, term, and/or provision of this Agreement will be considered severable; and if, for any reason, any portion, section, part, term, and/or provision in this Agreement is determined to be invalid and contrary to, or in conflict with, any existing or future law or regulation by a court or agency having valid jurisdiction, such will not impair the operation of, or have any other effect upon, such other portions, sections, parts, terms, and/or provisions of this Agreement as may remain otherwise intelligible; and the latter will continue to be given full force and effect and bind the parties to this Agreement; and said invalid portions, sections, parts, terms, and/or provisions will be deemed not to be a part of this Agreement.
- 26.3 *No Third-Party Rights.* Except as expressly provided to the contrary, nothing in this Agreement is intended, nor will be deemed, to confer upon any person or legal entity other than you, we, and such of our respective successors and assigns as may be contemplated (and, as to you, permitted) by Section 16.4 above, any rights or remedies under or by reason of this Agreement.
- 26.4 *Captions Don't Amend Terms.* All captions in this Agreement are intended solely for the convenience of the parties, and no caption will be deemed to affect the meaning or construction of any provision hereof.

- 26.5 *Terms.* The parties agree that: (a) when the terms “include”, “includes”, and “including” are used in this *Agreement*, those terms shall be understood to mean “including but not limited to”; and (b) when the phrase “interest in” is used in this *Agreement* to denote an ownership stake in an entity, that term means any interest in an entity, including direct, indirect, and beneficial interests.
- 26.6 *Survival.* All provisions of this *Agreement* which, by their terms or intent, are designed to survive the expiration or termination of this *Agreement*, will so survive the expiration and/or termination of this *Agreement*.
- 26.7 *Expenses.* Each party agrees to bear all of the costs of exercising its rights and carrying out its responsibilities under this *Agreement*, except as otherwise provided.
- 26.8 *Counterparts.* This *Agreement* may be signed in counterparts, and signature pages may be exchanged by electronic means, each such counterpart, when taken together with all other identical copies of this *Agreement* also signed in counterpart, will be considered as one complete *Agreement*.

27 APPLICABLE LAW AND DISPUTE RESOLUTION

- 27.1 *Choice of Law.* This *Agreement* takes effect when we accept and sign this document. This *Agreement* will be interpreted and construed exclusively under the laws of the State of Michigan, which laws will prevail in the event of any conflict of law (without regard to, and without giving effect to, the application of Michigan choice-of-law rules); provided, however, that if the covenants in Section 19 of this *Agreement* would not be enforced as written under Michigan law, then the parties agree that those covenants will instead be interpreted and construed under the laws of the state in which the Franchised Business is located. Nothing in this Section 27.1 is intended by the parties to invoke the application of any franchise, business opportunity, antitrust, implied covenant, unfair competition, fiduciary, and/or other doctrine of law of the State of Michigan (or any other state) that would not otherwise apply if the words in this Section 27.1 were not included in this *Agreement*.
- 27.2 *Choice of Venue.* Subject to Section 27.3 below, the parties agree that any action that you bring against us, in any court, whether federal or state, must be brought only within the courts that have jurisdiction over Farmington Hills, Michigan. Any action that we bring against you in any court, whether federal or state, may be brought within the state and judicial district in which we maintain our principal place of business or elsewhere.
- 27.2.1 The parties agree that this Section 27.2 will not be construed as preventing either party from removing an action from state to federal court; provided, however, that venue will be as set forth above.
- 27.2.2 The parties hereby waive all questions of personal jurisdiction or venue for the purpose of carrying out this provision.
- 27.2.3 Any such action will be conducted on an individual basis, and not as part of a consolidated, common, or class action.
- 27.3 *Mediation.* Before any party may bring an action in court against the other, the parties agree that they must first meet to mediate the dispute (except as otherwise provided in Section 27.5 below). Any such mediation will be non-binding and will be conducted in accordance with the then-current rules for mediation of commercial disputes of JAMS, Inc. (formerly, “Judicial Arbitration and Mediation Services, Inc.”) at its location in or nearest to Detroit, Michigan.

- 27.4 *Parties Rights Are Cumulative.* No right or remedy conferred upon or reserved to us or you by this Agreement is intended to be, nor will be deemed, exclusive of any other right or remedy herein or by law or equity provided or permitted, but each will be cumulative of every other right or remedy.
- 27.5 *Injunctions.* Nothing contained in this Agreement will bar our right to obtain injunctive relief in a court of competent jurisdiction against threatened conduct that will cause us loss or damages, under the usual equity rules, including the applicable rules for obtaining restraining orders and preliminary injunctions.
- 27.6 **WAIVER OF JURY TRIALS.** *Each party to this Agreement irrevocably waives trial by jury in any action, proceeding, or counterclaim, whether at law or in equity, brought by either of them against the other, whether or not there are other parties in such action or proceeding.*
- 27.7 **MUST BRING CLAIMS WITHIN ONE YEAR.** *Each party to this Agreement agrees that any and all claims and actions arising out of or relating to this Agreement, the parties' relationship, and/or your operation of the Franchised Business, brought by any party to this Agreement against the other (excluding claims seeking indemnification), shall be commenced within one (1) year from the occurrence of the facts giving rise to such claim or action, or, it is expressly acknowledged and agreed by all parties, such claim or action shall be irrevocably barred.*
- 27.8 **WAIVER OF PUNITIVE DAMAGES.** *Each party to this Agreement hereby waives to the fullest extent permitted by law any right to or claim of any punitive or exemplary damages against the other and agrees that in the event of a dispute between them each shall be limited to the recovery of any actual damages it has sustained (however, this clause shall not apply to a claim for lost future royalties under Section 18.11 above).*
- 27.9 *Payment of Legal Fees.* You agree to pay us all damages, costs and expenses (including reasonable attorneys' fees, court costs, discovery costs, and all other related expenses) that we incur in: **(a)** obtaining injunctive or other relief for the enforcement of any provisions of this Agreement (including Sections 9 and 17 above); and/or **(b)** successfully defending a claim from you that we misrepresented the terms of this Agreement, fraudulently induced you to sign this Agreement, that the provisions of this Agreement are not fair, were not properly entered into, and/or that the terms of this Agreement (as it may be amended by its terms) do not exclusively govern the parties' relationship.

28 **ACKNOWLEDGMENTS**

- 28.1 *No Disclaimers or Waivers.* Nothing in this Agreement is meant (nor may it be construed) to be: **(a)** a waiver of any right that you have under applicable state franchise laws and/or the regulations issued pursuant to those laws; and/or **(b)** a disclaimer of any statement that we have made in our FDD.
- 28.2 *Your Investigation of the Restaurant Possibilities.* We have recommended that you conduct an independent investigation of the business franchised under this Agreement.
- 28.3 *No Warranties or Guarantees.* We do not make (and do not permit anyone speaking on our behalf) to make any warranty or guarantee, express or implied, as to the potential volume, profits, or success of the business contemplated by this Agreement.
- 28.4 *Your Advisors.* We recommended that you seek advice from advisors of your own choosing (including a lawyer and an accountant) about the potential benefits and risks of entering into this Agreement.

- 28.5 *No Conflicting Obligations.* Each party represents and warrants to the other party that there are no other agreements, court orders, or any other legal obligations that would preclude or in any manner restrict that party from: **(a)** negotiating and entering into this Agreement; **(b)** exercising its rights under this Agreement; and/or **(c)** fulfilling its obligations and responsibilities under this Agreement.
- 28.6 *Your Responsibility for the Choice of the Accepted Location.* You agree that you have sole and complete responsibility for the choice of the Accepted Location; that we have not (and will not be deemed to have, even by our requirement that you use a location service and/or our approval of the site that is the Accepted Location) given any representation, promise, or guarantee of your success at the Accepted Location; and that you will be solely responsible for your own success at the Accepted Location.
- 28.7 *Your Responsibility for Operation of the Franchised Business.* Although we retain the right to establish and periodically modify System standards, which you have agreed to maintain in the operation of your franchised Restaurant, you have and will retain the right and sole responsibility for the day-to-day management and operation of the Franchised Business and the implementation and maintenance of system standards at the Franchised Business.
- 28.8 *Different Franchise Offerings to Others.* We may modify the terms under which we offer franchises to other parties (which may differ from the terms, conditions, and obligations in this Agreement).
- 28.9 *Our Advice.* You agree that our advice is only that; that our advice is not a guarantee of success; and that you must reach and implement your own decisions about how to operate your Franchised Business on a day-to-day basis under the System.
- 28.10 *Your Independence.* You agree that:
- 28.10.1 you are the only party that employs your staff (even though we may provide you with advice, guidance, and training);
 - 28.10.2 we are not your employer nor are we the employer of any of your staff, and even if we express an opinion or provide advice, we will play no role in your decisions regarding their employment (including matters such as recruitment, hiring, compensation, scheduling, employee relations, labor matters, review, discipline, and/or dismissal);
 - 28.10.3 the guidance that we provide, and requirements under which you will operate, are intended to promote and protect the value of the brand and the Proprietary Marks;
 - 28.10.4 when forming and in operating your business, you had to adopt standards to operate that business, and that instead of developing and implementing your own standards (or those of another party), you chose to adopt and implement our standards for your business (including our System and the requirements under this Agreement); and
 - 28.10.5 you have made (and will remain always responsible for) all of the organizational and basic decisions about establishing and forming your entity, operating your business (including adopting our standards as your standards), and hiring employees and employment matters (including matters such as recruitment, hiring, compensation, scheduling, employee relations, labor matters, review, discipline, and/or dismissal), engaging professional advisors, and all other facets of your operation.

- 28.11 *Success Depends on You.* You agree that the success of the business venture contemplated under this Agreement is speculative and depends, to a considerable extent, upon your ability as an independent businessperson, your active participation in the daily affairs of the business, market conditions, area competition, availability of product, quality of services provided by you and your staff, as well as other factors. We do not make any representation or warranty express or implied as to the potential success of the business venture contemplated hereby.
- 28.12 *General Release.* If this Agreement is not the first contract between you (and your affiliates) and us (and our affiliates), then you agree to the following:

*You (on behalf of yourself and your parent, subsidiaries and affiliates and their respective past and present members, officers, directors, members, managers, shareholders, agents and employees, in their corporate and individual capacities) and all guarantors of your obligations under this Agreement (collectively, "**Releasers**") freely and without any influence forever release (and covenant not to sue) us, our parent, subsidiaries and affiliates and their respective past and present officers, directors, shareholders, agents and employees, in their corporate and individual capacities (collectively "**Releasees**"), with respect to any and all claims, demands, liabilities and causes of action of whatever kind or nature, whether known or unknown, vested or contingent, suspected or unsuspected (collectively, "**claims**"), which any Releaser now owns or holds or may at any time have owned or held, including claims arising under federal, state and local laws, rules and ordinances and claims arising out of, or relating to this Agreement and all other agreements between any Releaser and any Releasee, the sale of any franchise to any Releaser, the development and operation of the Restaurants and the development and operation of all other businesses operated by any Releaser that are franchised by any Releasee. You understand as well that you may later learn of new or different facts, but still, it is your intention to fully, finally, and forever release all of the claims that are released above. This includes your waiver of state laws that may otherwise limit a release (for example, Calif. Civil Code Section 1542, which states that "[a] general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."). You agree that fair consideration has been given by us for this General Release and you fully understand that this is a negotiated, complete and final release of all claims. This General Release does not release any claims arising from representations made in our Franchise Disclosure Document and its exhibits or otherwise affect any claims arising after the date of this Agreement.*

IN WITNESS WHEREOF, intending to be legally bound by this Agreement, the parties have duly signed and delivered this Agreement as of the Effective Date (as written below).

Happy's Pizza Franchise, LLC

Franchisor

Franchisee Entity

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Effective Date: _____

By: _____

Name: _____

Title: _____

Address for Notices:

Happy's Pizza Franchise, LLC
30955 Northwestern Hwy., Suite 300
Farmington Hills, Michigan 48334
Telephone: (248) 538-0000
Attn: Legal Department
E-mail: Legal@HappysPizza.com

Address for Notices:

Telephone: _____
Attn: _____
E-mail: _____

Happy's Pizza Franchise, LLC
 FRANCHISE AGREEMENT
 EXHIBIT A
 DATA SHEET

¶	Section Cross-Reference	Item
1	1.2	The Accepted Location under this Agreement will be: _____ _____
2	1.3	The Protected Area under this Agreement will be a circle that has a radius of _____ (_____) miles and its center at the front door of the Restaurant (subject to Section 1.3 of this Agreement) (but not to include areas that are away from the Restaurant and on the other side of a natural boundary, such as a river).

Initials

Franchisee

Franchisor

Happy's Pizza Franchise, LLC
FRANCHISE AGREEMENT
EXHIBIT B
GUARANTEE, INDEMNIFICATION, AND ACKNOWLEDGMENT

To induce Happy's Pizza Franchise, LLC ("**Franchisor**") to sign the Happy's Pizza Franchise Agreement between Franchisor and _____ ("**Franchisee**"), dated _____, 202__ (the "**Agreement**"), each of the undersigned parties, jointly and severally, hereby unconditionally guarantee to Franchisor and its successors and assigns that all of Franchisee's obligations (monetary and otherwise) under the Agreement as well as any other contract between Franchisee and Franchisor (and/or Franchisor's affiliates) will be punctually paid and performed.

Each person signing this Personal Guarantee acknowledges and agrees, jointly and severally, that:

- Upon Franchisor's demand, s/he will immediately make each payment required of Franchisee under the Agreement and/or any other contract (including another franchise agreement) with Franchisor and/or its affiliates.
- S/he waives any right to require Franchisor to: **(a)** proceed against Franchisee for any payment required under the Agreement (and/or any other contract with Franchisor and/or its affiliates); **(b)** proceed against or exhaust any security from Franchisee; **(c)** pursue or exhaust any remedy, including any legal or equitable relief, against Franchisee; and/or **(d)** give notice of demand for payment by Franchisee.
- Without affecting the obligations of the undersigned persons under this Guarantee, Franchisor may, without notice to the undersigned, extend, modify, or release any indebtedness or obligation of Franchisee, or settle, adjust, or compromise any claims against Franchisee. Each of the undersigned persons waive notice of amendment of the Agreement (and any other contract with Franchisor and Franchisor's affiliates) and notice of demand for payment by Franchisee, and agree to be bound by any and all such amendments and changes to the Agreement (and any other contract with Franchisor and Franchisor's affiliates).
- S/he will defend, indemnify and hold Franchisor harmless against any and all losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees, court costs, discovery costs, and all other related expenses) resulting from, consisting of, or arising out of or in connection with any failure by Franchisee to perform any obligation of Franchisee under the Agreement (and any other contract with Franchisor and Franchisor's affiliates) and/or any amendment to the Agreement.
- S/he agrees to be personally bound by all of Franchisee's covenants, obligations, and promises in the Agreement, which include, but are not limited to, the covenants in the following Sections of the Agreement: **Section 9.3** (generally regarding trademarks), **Section 11** (generally regarding confidentiality), **Section 16** (generally regarding Transfers), **Section 18** (generally regarding obligations upon termination or expiration of this Agreement), and **Section 19** (generally regarding covenants against competition) of the Agreement.
- S/he understands that: **(a)** this Guarantee does not grant her/him any rights under the Agreement (including but not limited to the right to use any of Franchisor's marks, such as "Happy's Pizza") or the system licensed to Franchisee under the Agreement; **(b)** s/he have read, in full, and understands, all of the provisions of the Agreement that are referred to above in this paragraph, and that s/he intends to fully comply with those provisions of the Agreement

as if they were printed here in full; and **(c)** s/he have had the opportunity to consult with a lawyer of her/his own choosing in deciding whether to sign this Guarantee.

This Guarantee will be interpreted and construed in accordance with **Section 27** of the Agreement (including but not limited to the waiver of punitive damages, waiver of jury trial, agreement to bring claims within one year, and agreement not to engage in class or common actions). Among other things, that means that this Guarantee will be interpreted and construed exclusively under the laws of the State of Michigan, and that in the event of any conflict of law, Michigan law will prevail (without applying Michigan conflict of law rules). Nothing in this clause is intended to invoke the application of any franchise, business opportunity, antitrust, implied covenant, unfair competition, fiduciary, and/or other doctrine of law of the State of Michigan (or any other state) that would not otherwise apply if the words in this paragraph were not included here.

IN WITNESS WHEREOF, each of the undersigned persons has signed this Guarantee as of the date of the Agreement.

(signed in his/her personal capacity)

Printed Name: _____

Date: _____

Home Address:

(signed in his/her personal capacity)

Printed Name: _____

Date: _____

Home Address:

(signed in his/her personal capacity)

Printed Name: _____

Date: _____

Home Address:

Happy's Pizza Franchise, LLC
FRANCHISE AGREEMENT
EXHIBIT C
LIST OF PRINCIPALS

Name of Principal	Home Address	Percentage Interest Held in Franchisee

Initials

Franchisee

Franchisor

Happy's Pizza Franchise, LLC
FRANCHISE AGREEMENT
EXHIBIT D

**AUTHORIZATION AGREEMENT FOR ACH PAYMENTS
(DIRECT DEBITS FOR ROYALTY, MARKETING CONTRIBUTION, AND OTHER FEES)**

_____ (Name of Person or Legal Entity)

_____ (Tax ID Number (FEIN))

The undersigned depositor ("**Depositor**" or "**Franchisee**") hereby authorizes Happy's Pizza Franchise, LLC ("**Franchisor**") to initiate debit entries and/or credit correction entries to the undersigned's checking and/or savings account(s) indicated below and the depository designated below ("**Depository**" or "**Bank**") to debit or credit such account(s) pursuant to our instructions.

_____ Depository/Bank Name

_____ Branch Name

_____ City

_____ State

_____ Zip Code

_____ Bank Transit/ABA Number

_____ Account Number

This authorization is to remain in full and force and effect until sixty (60) days after we have received written notification from Franchisee of its termination.

Printed Name
of Depositor: _____

Signed By: _____

Printed Name: _____

Title: _____

Date: _____

Happy's Pizza Franchise, LLC
FRANCHISE AGREEMENT

EXHIBIT E
ADA CERTIFICATION

Happy's Pizza Franchise, LLC ("**Franchisor**" or "**us**") and _____ ("**Franchisee**" or "**you**") are parties to a franchise agreement dated _____, 202____ (the "**Franchise Agreement**") for the operation of a Franchised Business at (the "**Franchised Business**").

- In accordance with Section 5.6.2 of the Franchise Agreement, you certify to us that, to the best of your knowledge, the Franchised Business and its adjacent areas comply with all applicable federal, state, and local accessibility laws, statutes, codes, rules, regulations, and standards, including but not limited to the Americans with Disabilities Act.
- You acknowledge that you are an independent contractor and the requirement of this certification by Franchisor does not constitute ownership, control, leasing, or operation of the Franchised Business.
- You acknowledge that we have relied on the information contained in this certification.
- You agree to indemnify us and our officers, directors, members, managers, shareholders, and employees in connection with any and all claims, losses, costs, expenses, liabilities, compliance costs, and damages incurred by the indemnified party(ies) as a result of any matters associated with your compliance with the Americans with Disabilities Act, as well as the costs (including reasonable attorneys' fees, court costs, discovery costs, and all other related expenses) related to the same.

Acknowledged and Agreed:

Franchisee:

By:_____

Printed Name:_____

Title:_____

Happy's Pizza Franchise, LLC
FRANCHISE AGREEMENT
EXHIBIT F-1

SAMPLE FORM OF
NON-DISCLOSURE AND NON-COMPETITION AGREEMENT
*(to be signed by franchisee with its
executive/management staff)*

THIS NON-DISCLOSURE AND NON-COMPETITION AGREEMENT ("**Agreement**") is made on _____, 202___, by and between _____ (the "**Franchisee**"), and _____, who is a Principal, manager, supervisor, member, partner, or a person in an executive or managerial position with, Franchisee (the "**Member**").

Background:

A. Happy's Pizza Franchise, LLC ("**Franchisor**") owns (and/or is a licensee for) a format and system (the "**System**") relating to the establishment and operation of "Happy's Pizza" businesses operating in structures that bear Franchisor's interior and exterior trade dress, and under its Proprietary Marks, as defined below (each, a "**Restaurant**").

B. Franchisor identifies "Happy's Pizza" Restaurants by means of certain trade names, service marks, trademarks, logos, emblems, and indicia of origin (including for example the mark "Happy's Pizza") and certain other trade names, service marks, and trademarks that Franchisor currently and may in the future designate in writing for use in connection with the System (the "**Proprietary Marks**").

C. Franchisor and Franchisee have executed a Franchise Agreement ("**Franchise Agreement**") granting Franchisee the right to operate a "Happy's Pizza" Restaurant (the "**Franchised Business**") and to offer and sell products, services, and other ancillary products approved by Franchisor and use the Proprietary Marks in connection therewith under the terms and conditions of the Franchise Agreement.

D. The Member, by virtue of his or her position with Franchisee, will gain access to certain of Franchisor's Confidential Information, as defined herein, and must therefore be bound by the same confidentiality and non-competition agreement that Franchisee is bound by.

IN CONSIDERATION of these premises, the conditions stated herein, and for other good and valuable consideration, the sufficiency and receipt of which are acknowledged, the parties agree as follows:

1. Confidential Information. During the time that Member is engaged by Franchisee, and after that engagement ends, Member will not communicate, divulge, or use for the benefit of any other party the methods of operation of the Franchised Business that the Member learns about during the Member's engagement by Franchisee. Any and all information, knowledge, know-how, and techniques that are deemed confidential are will be deemed confidential for purposes of this Agreement.

2. Covenants Not to Compete.

(a) Member specifically acknowledges that, pursuant to the Franchise Agreement, and by virtue of his/her position with Franchisee, Member will receive valuable specialized training and confidential information, including, without limitation, information regarding the operational, sales, promotional, and marketing methods and techniques of Franchisor and the System.

(b) Member covenants and agrees that during the term of the Franchise Agreement, except as otherwise approved in writing by Franchisor, Member will not, either directly or indirectly, for itself, or through, on behalf of, or in conjunction with any person, persons, partnership, corporation, or entity:

(i) Divert or attempt to divert any business or customer of the Franchised Business or of any Franchised Business using the System to any competitor, 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 Franchisor's Proprietary Marks and the System; or

(ii) Either directly or indirectly for him/herself or on behalf of, or in conjunction with any person, persons, partnership, corporation, or entity, own, maintain, operate, engage in, or have any interest in any business which is the same as or similar to the Franchised Business.

(c) Member covenants and agrees that during the Post-Term Period (defined below), except as otherwise approved in writing by Franchisor, Member will not, either directly or indirectly, for itself, or through, on behalf of, or in conjunction with any person, persons, partnership, corporation, or entity, Member will not own, maintain, operate, engage in, or have any interest in any business which is the same as or similar to the Franchised Business and which business is, or is intended to be, located within a three (3) mile radius of the Accepted Location.

(d) As used in this Agreement, the term "same as or similar to the Franchised Business" means any foodservice business that is the same as or similar to a "Happy's Pizza" Restaurant and/or whose sale of pizza and/or flatbread accounts for more than ten percent (10%) of its total offerings and/or total revenue in any one or month calendar months.

(e) As used in this Agreement, the term "Post-Term Period means one (1) year from the date of termination of Member's employment with Franchisee (except as may otherwise be required under applicable law). Any period of non-compliance with this requirement shall not count toward satisfying this requirement.

3. Injunctive Relief. Member acknowledges that any failure to comply with the requirements of this Agreement will cause Franchisor irreparable injury, and Member agrees to pay all costs (including reasonable attorneys' fees, court costs, discovery costs, and all other related expenses) incurred by Franchisor in obtaining specific performance of, or an injunction against violation of, the requirements of this Agreement.

4. Severability. All agreements and covenants contained herein are severable. If any of them, or any part or parts of them, will be held invalid by any court of competent jurisdiction for any reason, then the Member agrees that the court will have the authority to reform and modify that provision in order that the restriction will be the maximum necessary to protect Franchisor's and/or Member's legitimate business needs as permitted by applicable law and public policy. In so doing, the Member agrees that the court will impose the provision with retroactive effect as close as possible to the provision held to be invalid.

5. Delay. No delay or failure by the Franchisor or Franchisee to exercise any right under this Agreement, and no partial or single exercise of that right, will constitute a waiver of that or any other right provided herein, and no waiver of any violation of any terms and provisions of this Agreement will be construed as a waiver of any succeeding violation of the same or any other provision of this Agreement.

6. Third-Party Beneficiary. Member hereby acknowledges and agrees that Franchisor is an intended third-party beneficiary of this Agreement with the right to enforce it, independently or jointly with Franchisee.

7. Employer. Member hereby acknowledges and agrees that Franchisee is its employer, and that Franchisor does not employ Member, is not a “joint employer” with Franchisee, nor does Franchisor have anything to say about Member’s employment relationship to Franchisee.

IN WITNESS WHEREOF, the Franchisee and the Member attest that each has read and understands the terms of this Agreement, and voluntarily signed this Agreement on the date first written above.

FRANCHISEE

MEMBER

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Happy's Pizza Franchise, LLC
FRANCHISE AGREEMENT
EXHIBIT F-2

SAMPLE FORM OF
NON-DISCLOSURE AGREEMENT
*(to be signed by franchisee with its
non-management staff)*

THIS NON-DISCLOSURE AGREEMENT ("**Agreement**") is made on _____, 202____, by and between _____ (the "**Franchisee**") and _____, who works for the Franchisee (the "**Staff Member**").

Background:

A. Happy's Pizza Franchise, LLC ("**Franchisor**") owns a format and system (the "**System**") relating to the establishment and operation of "Happy's Pizza" businesses in structures that bear Franchisor's interior and exterior trade dress, and under its Proprietary Marks, as defined below (each, a "**Restaurant**").

B. Franchisor identifies "Happy's Pizza" Restaurants by means of certain trade names, service marks, trademarks, logos, emblems, and indicia of origin (including for example the mark "Happy's Pizza") and certain other trade names, service marks, and trademarks that Franchisor currently and may in the future designate in writing for use in connection with the System (the "**Proprietary Marks**").

C. Franchisor and Franchisee have executed a Franchise Agreement ("**Franchise Agreement**") granting Franchisee the right to operate a "Happy's Pizza" Restaurant (the "**Franchised Business**") and to offer and sell products, services, and other ancillary products approved by Franchisor and use the Proprietary Marks in connection therewith under the terms and conditions of the Franchise Agreement.

D. The Staff Member, by virtue of his or her position with Franchisee, will gain access to certain of Franchisor's Confidential Information, as defined herein, and must therefore be bound by the same confidentiality and non-competition agreement that Franchisee is bound by.

IN CONSIDERATION of these premises, the conditions stated herein, and for other good and valuable consideration, the sufficiency and receipt of which are acknowledged, the parties agree as follows:

1. Confidential Information. During the time that Member is engaged by Franchisee, and after that engagement ends, Member will not communicate, divulge, or use for the benefit of any other party the methods of operation of the Franchised Business that the Member learns about during the Member's engagement by Franchisee. Any and all information, knowledge, know-how, and techniques that are deemed confidential are will be deemed confidential for purposes of this Agreement.

2. Injunctive Relief. Staff Member acknowledges that any failure to comply with the requirements of this Agreement will cause Franchisor irreparable injury, and Staff Member agrees to pay all costs (including reasonable attorneys' fees, court costs, discovery costs, and all other related expenses) incurred by Franchisor in obtaining specific performance of, or an injunction against violation of, the requirements of this Agreement.

3. Severability. All agreements and covenants contained herein are severable. If any of them, or any part or parts of them, will be held invalid by any court of competent jurisdiction for any reason, then the Staff Member agrees that the court will have the authority to reform and modify that provision in order that the restriction will be the maximum necessary to protect Franchisor’s and/or Staff Member’s legitimate business needs as permitted by applicable law and public policy. In so doing, the Staff Member agrees that the court will impose the provision with retroactive effect as close as possible to the provision held to be invalid.

4. Delay. No delay or failure by the Franchisor or Franchisee to exercise any right under this Agreement, and no partial or single exercise of that right, will constitute a waiver of that or any other right provided herein, and no waiver of any violation of any terms and provisions of this Agreement will be construed as a waiver of any succeeding violation of the same or any other provision of this Agreement.

5. Third-Party Beneficiary. Staff Member hereby acknowledges and agrees that Franchisor is an intended third-party beneficiary of this Agreement with the right to enforce it, independently or jointly with Franchisee.

6. Employer. Staff Member hereby acknowledges and agrees that Franchisee is its employer, and that Franchisor does not employ Staff Member, is not a “joint employer” with Franchisee, nor does Franchisor have anything to say about Staff Member’s employment relationship to Franchisee.

IN WITNESS WHEREOF, the Franchisee and the Staff Member attest that each has read and understands the terms of this Agreement, and voluntarily signed this Agreement on the date first written above.

FRANCHISEE

STAFF MEMBER

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Happy's Pizza Franchise, LLC
FRANCHISE AGREEMENT
EXHIBIT G

SITE SELECTION ADDENDUM

Happy's Pizza Franchise, LLC ("**Franchisor**" or "**us**" or "**we**") and _____ ("**Franchisee**" or "**you**") have entered into a Happy's Pizza Franchise Agreement ("**Franchise Agreement**") on _____, 202____, and wish to supplement its terms as set out below in this Site Selection Addendum (the "**Addendum**"). The parties agree as follows:

AGREEMENT

1. **Time to Locate Site**: Within ninety (90) days after the Effective Date of the Franchise Agreement, you agree to acquire or enter into a binding lease/sublease (collectively, a "**lease**"), at your own expense, commercial real estate that is properly zoned for the use of the business that you will conduct under the Franchise Agreement (the "**Franchised Business**") at a site that we will have approved in writing as provided below. You agree to provide us with a copy of the signed purchase agreement or lease/sublease (and you need to close/settle on the property if purchasing).

a. The location must be within the following area: _____

(the "**Site Selection Area**").

b. The only reason that the Site Selection Area is described here is to describe the area within which you will search to find a site for the Franchised Business. The parties agree that: (i) the Site Selection Area is not the "Protected Area" under Section 1.3 of the Franchise Agreement; and (ii) the provisions of Section 1.3 of the Franchise Agreement will not apply to the Site Selection Area.

c. Until the end of the Search Period, and inside the Site Selection Area,) we will not establish, nor franchise another party to establish, a "Happy's Pizza" business operating under the System.

d. For purposes of this Addendum, the term "**Search Period**" means the earlier of: (i) ninety (90) days from the Effective Date of the Franchise Agreement; or (ii) until we have approved a location for your Franchised Business. When the Search Period ends, the protections of paragraph 1.c above will automatically expire and you will have no further rights regarding the Site Selection Area.

d. If you do not acquire or lease a site (that we have approved in writing) for the Franchised Business in accordance with this Addendum by not later than one hundred and eighty (180) days after the date of this Addendum, that will constitute a default under Section 17.2 of the Franchise Agreement and also under this Addendum, and we will have the right to terminate the Franchise Agreement and this Addendum pursuant to the terms of Section 17.2 of the Franchise Agreement.

2. **Site Evaluation Services**: We will provide you with our site selection guidelines, including our minimum standards for a location for the Franchised Business, and such site selection counseling and assistance as we may deem advisable. We will perform one (1) on-site evaluation as we may deem advisable in response to your requests for site approval without a separate charge. If we perform any additional on-site evaluations, you must reimburse, as applicable, us for all actual expenses that we incur in connection with such on-site evaluation, including, without limitation, the cost of travel, lodging

and meals. We will not provide on site evaluation for any proposed site before we have received from you a completed site approval form for the site (prepared as set forth in Section 3 below).

3. **Site Selection Package Submission and Approval:** You must submit to us, in the form that we specify: **(a)** a completed site approval form (in the form that we require); **(b)** such other information or materials that we may reasonably require; and **(c)** an option contract, letter of intent, or other evidence satisfactory to us that confirms your favorable prospects for obtaining the site. You acknowledge that time is of the essence. We will have thirty (30) days after receipt of all such information and materials from you to approve or disapprove the proposed site as the location for the Franchised Business. We have the right to approve or disapprove any such site to serve as the Accepted Location for the Franchised Business. If we do not approve a proposed site by giving you written notice within the 30-day period, then we will be deemed to have disapproved of the site.

4. **Lease Responsibilities:** After we have approved a site and before the expiration of the Search Period, you must execute a lease, which must be coterminous with the Franchise Agreement, or a binding agreement to purchase the site. Our approval of any lease is conditioned upon inclusion in the lease of the lease rider attached to the Franchise Agreement as Exhibit G. However, even if we examine the lease, we are not responsible for review of the lease for any terms other than those contained in the lease rider.

5. **Accepted Location:** After we have approved the location for the Franchised Business and you have leased or acquired that location, the location will constitute the “**Accepted Location**” described in Section 1.2 of the Franchise Agreement. The Accepted Location may also be specified on Exhibit A to the Franchise Agreement, and will become a part the Franchise Agreement.

a. You hereby agree that our approval of a site does not constitute an assurance, representation, or warranty of any kind, express or implied, as to the suitability of the site for the Franchised Business or for any other purpose. Our approval of the site indicates only that we believe the site complies with our minimum acceptable criteria solely for our own purposes as of the time of the evaluation. The parties each acknowledge that application of criteria that have been effective with respect to other sites and premises may not be predictive of potential for all sites and that, subsequent to our approval of a site, demographic and/or economic factors, such as competition from other similar businesses, included in or excluded from criteria that we used could change, thereby altering the potential of a site. Such factors are unpredictable and are beyond our control.

b. We will not be responsible for the failure of a site (even if we have approved that site) to meet your expectations as to revenue or operational criteria.

c. You agree that your acceptance of a franchise for the operation of the Franchised Business at the site is based on its own independent investigation of the suitability of the site.

6. **Construction:** This Addendum will be considered an integral part of the Franchise Agreement between the parties hereto, and the terms of this Addendum will be controlling with respect to the subject matter hereof. All capitalized terms not otherwise defined herein will have the same meaning as set forth in the Franchise Agreement. Except as modified or supplemented by this Addendum, the terms of the Franchise Agreement are hereby ratified and confirmed.

IN WITNESS WHEREOF, each party hereto has caused its duly authorized representative to duly execute and deliver this Addendum on the date first above written.

Happy's Pizza Franchise, LLC

Franchisor

Franchisee

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Happy's Pizza Franchise, LLC
FRANCHISE AGREEMENT
EXHIBIT H
LEASE RIDER

THIS ADDENDUM (the "**Addendum**") has been executed as of this ___ day of _____, 202___, by _____ and _____ between _____ ("**Franchisee**") and _____ ("**Lessor**"), as an addendum to the lease, as modified, amended, supplemented, renewed and/or extended from time to time as contemplated herein ("**Lease**") dated as of _____, 202___ for the premises located at _____, in the State of _____ ("**Premises**").

Franchisee has also entered (or will also enter) into a Franchise Agreement ("**Franchise Agreement**") with Happy's Pizza Franchise, LLC ("**Franchisor**") for the development and operation of a "Happy's Pizza" business at the Premises, and as a condition to obtaining Franchisor's approval of the Lease, the Lease for the Premises must contain the provisions contained in this Addendum.

NOW THEREFORE, in consideration of mutual covenants set forth herein, the execution and delivery of the Lease, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Franchisee hereby agree as follows:

1. Lessor agrees to deliver to Franchisor a copy of any notice of default by Franchisee or termination of the Lease at the same time such notice is delivered to Franchisee. Franchisor also agrees to deliver to Lessor a copy of any notice of termination under the Franchise Agreement. Franchisee consents to that exchange of information by Lessor and by Franchisor.
2. Franchisee assigns to Franchisor, with Lessor's irrevocable and unconditional consent, all of Franchisee's rights, title and interests to and under the Lease upon any termination or non-renewal of the Franchise Agreement, but no such assignment will be effective unless and until: (a) the Franchise Agreement is terminated or expires without renewal; and (b) Franchisor has given written notice to Franchisee and Lessor that Franchisor assumes Franchisee's obligations under the Lease.
3. Franchisor will have the right, but not the obligation, to cure any breach of the Lease (within fifteen (15) business days after the expiration of the period in which Franchisee had to cure any such default by Franchisee, should Franchisee fail to do so) upon giving written notice of its election to Franchisee and Lessor, and, if so stated in the notice, to also succeed to Franchisee's rights, title and interests thereunder. The Lease may not be modified, amended, supplemented, renewed, extended or assigned by Franchisee without Franchisor's prior written consent.
4. Franchisee and Lessor agree that Franchisor will have no liability or obligation whatsoever under the Lease unless and until Franchisor assumes the Lease in writing pursuant to Section 2 or Section 3, above.
5. If Franchisor assumes the Lease, as provided above, Franchisor may, without Lessor's prior consent, sublet and/or assign the Lease to another franchisee of Franchisor to operate a "Happy's Pizza" business at the Premises provided that the proposed franchisee has met all of Franchisor's applicable criteria and requirements and has executed a franchise agreement with Franchisor. Lessor agrees to execute such further documentation to confirm its consent to an assignment permitted under this Addendum as Franchisor may reasonably request.

Upon such assignment to a franchisee of Franchisor, Franchisor will be released from any further liability under the terms and conditions of the Lease.

6. Lessor and Franchisee hereby acknowledge that Franchisee has agreed under the Franchise Agreement that Franchisor and its employees or agents will have the right to enter the Premises for certain purposes. Lessor hereby agrees not to interfere with or prevent such entry by Franchisor, its employees or agents. Lessor and Franchisee hereby further acknowledge that if the Franchise Agreement expires (without renewal) or is terminated, Franchisee is obligated to take certain steps under the Franchise Agreement to de-identify the Premises as a "Happy's Pizza" business (unless Franchisor takes an assignment of the lease, as provided above). Lessor agrees to permit Franchisor, its employees or agent, to enter the Premises and remove signs (both interior and exterior), décor and materials displaying any marks, designs or logos owned by Franchisor, provided that Franchisor will bear the expense of repairing any damage to the Premises as a result thereof.
7. If Lessor is an affiliate or an owner of Franchisee, Lessor and Franchisee agree that if Lessor proposes to sell the Premises, before the sale of the Premises, upon the request of Franchisor the Lease will be amended to reflect a rental rate and other terms that are the reasonable and customary rental rates and terms prevailing in the community where the "Happy's Pizza" business is located.
8. Lessor agrees that during and after the term of the Lease, it will not disclose or use Franchisor's Confidential Information (as defined below) for any purpose other than for the purpose of fulfilling Lessor's obligations under the Lease. "**Confidential Information**" as used herein will mean all non-public information and tangible things, whether written, oral, electronic or in other form, provided or disclosed by or on behalf of Franchisee to Lessor, or otherwise obtained by Lessor, regarding the design and operations of the business located at the Premises, including, without limitation, all information identifying or describing the floor plan and layout, furnishings, equipment, fixtures, wall coverings, flooring materials, shelving, decorations, trade secrets, techniques, trade dress, "look and feel," design, manner of operation, suppliers, vendors, and all other products, goods, and services used, useful or provided by or for Franchisee on the Premises. Lessor acknowledges that all such Confidential Information belongs exclusively to Franchisor.
9. Lessor agrees that: (a) Franchisor has granted Franchisee the right to use Franchisor's proprietary trade name, trademarks, service marks logos, insignias, slogans, emblems, symbols, designs and indicia of origin (collectively the "**Marks**") at the Premises, pursuant to the terms of the Franchise Agreement; and (b) Franchisor has not granted to Lessor the right to use the Marks.
10. Lessor and Franchisee agree that the Premises will be used solely for the operation of a "Happy's Pizza" business.
11. Lessor and Franchisee agree that any default by Franchisee under the Lease will also constitute a default under the Franchise Agreement, and any default by Franchisee under the Franchise Agreement will also constitute a default by Franchisee under the Lease.
12. Lessor and Franchisee agree that the terms in this Addendum will supersede any contrary terms in the Lease and that they will not later amend the lease in a manner that supersedes the terms in this Addendum.
13. Franchisor, along with its successors and assigns, is an intended third-party beneficiary of the provisions of this Addendum.

14. Lessor and Franchisee agree that copies of any and all notices required or permitted under this Addendum, or under the Lease, will also be sent to Franchisor at _____ (attention _____), or to such other address as Franchisor may specify by giving written notice to Lessor.

WITNESS the execution of this Addendum, under seal.

Lessor:

Franchisor*

Franchisee:

Date:

Date:

Date:

Subscribed and sworn to before me this ____ day of _____, 202____.

Subscribed and sworn to before me this ____ day of _____, 202____.

Subscribed and sworn to before me this ____ day of _____, 202____.

Notary Public

Notary Public

Notary Public

My Commission expires:

My Commission expires:

My Commission expires:

* The Franchisor has signed this lease rider only to acknowledge its terms and not to accept any obligations under the lease.

Happy's Pizza Franchise, LLC

FRANCHISE AGREEMENT
EXHIBIT I
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EXHIBIT C: _____ **DEVELOPMENT AGREEMENT**



Happy's Pizza Franchise, LLC
 30955 Northwestern Highway, Suite 300 • Farmington Hills, Michigan 48334

_____, 20__

Re: **Development Agreement**

Dear _____:

We are pleased to be entering into this letter agreement (the "**Development Agreement**") with you as of the Effective Date noted on the signature page of this Development Agreement. As used in this Development Agreement, the terms "**you**", "**your**", and "**Developer**" means _____, and the terms "**we**", "**us**", and "**Franchisor**" mean Happy's Pizza Franchise, LLC

1. **Development.** This Development Agreement relates to the terms under which you will develop "Happy's Pizza" business (each a "**Restaurant**") within the "**Development Area**" that is specified on the attached Data Sheet (Exhibit A). Each Restaurant will be established under the terms of a separate Franchise Agreement (the "**Franchise Agreement**") for that Restaurant, which will specify, among other things, the accepted location of that Restaurant.
2. **Development Schedule.** You agree to have each of the Restaurants in the Development Area open and in operation according to the development schedule that is specified on the attached Data Sheet (Exhibit A). That schedule is referred to as the "**Development Schedule**."
3. **Term.** The term of this Development Agreement starts only when both parties have signed below, and ends on the last date specified in the Development Schedule (unless this Development Agreement is sooner terminated) (the "**Term**").
4. **Fees and Credits.**
 - 4.1 In consideration of the development rights granted in this Development Agreement, you agree to pay us, upon signing this Development Agreement, a development fee as specified on the attached Data Sheet (Exhibit A) (the "**Development Fee**"). The Development Fee shall be fully earned when we receive it from you and it shall be non-refundable.

- 4.2 If you are in compliance with your obligations under this Development Agreement and all of the Franchise Agreements between you (and your affiliates) and us (and our affiliates), then initial fee under the Franchise Agreement for each Restaurant that is required to be established in the Development Area under this Development Agreement will be as follows:

For this Restaurant	This will be the initial franchise fee	This portion of the Development Fee is due when you sign this Development Agreement (and will be credited to the initial franchise fee due under the Franchise Agreement)	This is the remaining balance of the initial franchise fee that you agree to pay when you sign the Franchise Agreement for this Restaurant
First	\$25,000	\$12,500	\$12,500
Second	\$25,000	\$12,500	\$12,500
Third	\$25,000	\$12,500	\$12,500
Total Development Fee		\$27,500	

- 4.3 For the fourth and any additional Restaurants, the initial franchise fee will be the same as for the third Restaurant.
- 4.4 All payments that you make to us must be without deduction for any taxes.
- 4.5 All payments must be made in the U.S. and in U.S. Dollars, by ACH payment or wire-transfer to a bank account that we designate in writing for that purpose.
5. Development Rights. We agree not to establish, nor license anyone other than you to establish, a Restaurant in the Development Area until the end of the Term, except as otherwise provided under Section 6 below, so long as you (and your affiliates) are in compliance with this Development Agreement and all of the Franchise Agreements between you (and your affiliates) and us (and our affiliates), subject to Sections 6 and 7 below.
6. Reservation of Rights. Except as otherwise specifically provided above in Section 5, we retain all other rights (as specified in Section 11.1 below) including all of those specified in Section 1.4 of the attached Franchise Agreement, which is incorporated here by reference (with the term "Development Area" substituted for "Protected Area" in that agreement).
7. Other Brands. You understand that we may operate (or be affiliated with companies that operate) businesses under brand names (whether as company-owned concepts, as a franchisor, as a franchisee, or otherwise) in addition to the "Happy's Pizza" (and related names) brand, and also that we may acquire and operate businesses and other brands (or be acquired by a company that operates other brands) (currently including the "BurgerFi," "Savvy Sliders," and Fat Boys Pizza" concepts) (collectively, "**Other Brands**"). This Agreement does not grant you any rights with respect to any such Other Brands.

8. No License to use the Marks. This Development Agreement does not confer upon you any license to use, in any manner whatsoever, our Proprietary Marks and/or our System. That license will instead be set out under (and subject to the terms of) the Franchise Agreements.
9. Signing the Franchise Agreements.
 - 9.1 You must sign a Franchise Agreement for each Restaurant. The Franchise Agreement for each Restaurant developed under this Development Agreement shall be in the form of our then-current Franchise Agreement. You must sign the Franchise Agreement for each Restaurant and submit to us for countersignature not more than thirty (30) days after you sign the lease or purchase property for that Restaurant.
 - 9.2 Each Restaurant shall be located at a site that we have accepted, within the Development Area, as provided in Section 10 below.
 - 9.3 You agree to engage the managerial staff that is necessary to supervise the operation of the Restaurants in the Development Area, who must attend and successfully complete the training program that we provide for store General Managers under the Franchise Agreement.
10. Restaurant Development and Site Acceptance. For each proposed site for a Restaurant, you must submit to us, in a form we may specify, a completed site acceptance package and such other information or materials as we may reasonably require. You must submit the site acceptance package, information, and materials by no later than one hundred and eighty (180) days before the date on which the Restaurant must open as listed in the Development Schedule. You also must obtain our site acceptance for the first Restaurant to be developed under this Development Agreement within four (4) months after the date of this Development Agreement. If we provide our written acceptance of a proposed site, then we will send you written notice within thirty (30) days after we receive your completed site acceptance package. If we do not send that notice to you within the same thirty-day period, then we shall be deemed to have disapproved the proposed site. Until we have provided our written acceptance of a proposed site, you may not open or operate a Restaurant at that location.
 - 10.1 If you will occupy the premises from which the Restaurant is to be operated under a lease, then before signing the lease, you must submit to us the draft lease or sublease for our acceptance. Our acceptance of the lease shall be conditioned upon the inclusion in the lease of terms acceptable to us, as specified in the "lease rider" that is attached to the form of Franchise Agreement found at Exhibit B to this Development Agreement. You must obtain our prior written acceptance as to the site for each Restaurant before you enter into a lease or sublease for that site, and before you start construction at these sites. Within thirty (30) days after we give our site acceptance, you must sign a lease, after obtaining our acceptance of the terms of the lease, or a binding agreement to purchase the site, subject only to your obtaining any necessary zoning variances, building, or use permits. Nothing in this Section 10 shall be deemed to amend or modify your obligation to meet the Development Schedule. As used in this Development Agreement, the term "lease" includes subleases and similar subordinate grants of occupancy rights.
 - 10.2 Recognizing that time is of the essence, you agree to satisfy the Development Schedule. If you do not meet the Development Schedule, or if you do not submit a completed site acceptance package and obtain our acceptance within the time periods noted in this Section 10, that will constitute a default under this Development Agreement.

- 10.3 We may provide guidance to you in obtaining sites for your Restaurants. Neither our acceptance of a proposed site nor any information we communicate to you regarding our standard site selection criteria for Restaurants (nor publicly available data for the site) constitutes a warranty or representation of any kind, expressed or implied, as to the suitability of the site for a Restaurant or for any other purpose. Our acceptance of a site merely signifies that we are willing to grant a franchise for a Restaurant at that location. Your decision to develop and operate a Restaurant at the site is based solely on your own independent investigation of the suitability of the site.
- 10.4 In consideration of our acceptance of the site, you and each of your owners release us and our affiliates, as well as our officers, directors, employees and agents, from all loss, damages and liability arising from or in connection with the selection or acceptance of the site for development as a Restaurant, and agree to hold each such party harmless for such site acceptance.
- 10.5 In connection with your proposed site and lease for the operation of each Restaurant, you acknowledge and agree that:
- a. Whether you choose to proceed ahead with a particular site depends on your confidence in the site after doing your homework, carefully investigating all of the concerns (in addition to any that we may have raised), and investigating whether proper signage can be used at the site. If you decide to proceed ahead with a proposed site, you will still have to determine whether you can obtain a lease on favorable terms.
 - b. There is no way to know whether a particular site is likely to be successful or not, or whether you have considered every important factor. Factors you cannot predict may also play a role (for example, a construction project that impedes the flow of traffic).
 - c. If you decide to go ahead with a proposed site and we “accept” that site, you should know that our “go ahead” or even our “acceptance” does not mean that we have reached any conclusion as to whether or not you will be successful in operating a Restaurant at that site. The review we conduct is for our own benefit just to make sure that a site meets certain internal characteristics.
 - d. Our review and acceptance of the proposed site and lease is not a recommendation or endorsement, and obviously not a guarantee that the site or lease terms are suitable. You are responsible for making the decision and you must take the steps you think are needed to determine whether the site is beneficial to you and whether the terms of the proposed lease make sense.
- 10.6 You acknowledge and agree that any of our designees, employees, agents, or independent contractors (such as an “area developer”) may perform any duty or obligation imposed on us by the Agreement, as we may direct (if so, we will, nonetheless, remain responsible to you for the performance of these obligations).
11. Provisions of the Franchise Agreement Incorporated by Reference. The parties agree that the provisions of the following sections of the Franchise Agreement are incorporated by reference into this Development Agreement as if they were printed in this Development Agreement (here, and in full text), and that the provisions noted above also apply to this Development Agreement (except that reference to the “Franchisee” in those provisions shall refer to you under this

Development Agreement and references to the “Protected Territory” in the Franchise Agreement shall apply to the Development Territory under this Development Agreement):

This Section of this Development Agreement	Incorporates this Section of the Franchise Agreement here, by reference	Relating to
11.1	1.4	Reserved Rights
11.2	6	Training, as provided in Section 9.3 above
11.3	15	Insurance
11.4	16	Transfer of Interest (and also see Section 12 below)
11.5	17	Default and Termination (and also see Section 13 below)
11.6	18	Obligations upon Termination or Expiration
11.7	19	Covenants
11.8	20	Taxes, Permits, and Indebtedness
11.9	21	Independent Contractor and Indemnification (and also see Section 15 below)
11.10	22	Force Majeure
11.11	23	Approvals and Waivers
11.12	24	Notices
11.13	26	Severability and Construction
11.14	27	Applicable Law and Dispute Resolution (<i>You specifically acknowledge and agree that the State of Florida has a deep body of law that will aid in interpreting and understanding the terms of this Development Agreement. Among other things, the provisions of Section 27 provide (in the detail spelled out in the Franchise Agreement) that you agree that Florida law shall exclusively govern the terms of this Development Agreement (but not applying Florida conflict of laws rules), and that the parties agree to waive any right trial by jury, that you are waiving the right to seek or collect punitive damages, that the parties must first mediate any dispute before bringing an action in court; that the venue for any action you may file against us will be in the courts having jurisdiction over Fort Lauderdale, Florida, that you are waiving participation in a common or class action against us, and that all legal actions that you or we bring (excluding claims for indemnification) must be brought within one (1) year from the occurrence of the facts giving rise to such claim or action – all as described in Section 27 of the Franchise Agreement.</i>)
11.15	28	Acknowledgments

12. **Transfers.** In addition to the provisions of Sections 9.2(d) and 11.4 above, you understand and agree that we have entered into this Development Agreement in reliance on your promise and commitment to establish and operate an agreed-upon number of Restaurants, and that as a

result, you agree that it would not be unreasonable for us to withhold our consent to a transfer of some, but not all, of the Franchise Agreements separate from one another, and in any case, separate from the rights set forth under this Development Agreement (if this Development Agreement has not at the time of a proposed transfer either expired or terminated).

13. Defaults. In addition to the provisions of Section 11.5 above:
- 13.1 If you do not meet your obligations under the Development Schedule (including Note 1 to the Development Schedule) and/or if any other agreement between you (and/or your affiliates) and us is terminated, then you will also be in default under this Development Agreement.
- 13.2 If you do not provide us with the information and/or documents that we have the right to request under this Development Agreement or any other agreement between you (and/or your affiliates) and us (and/or our affiliates), then you will be in default under this Development Agreement.
- 13.3 If you are in default under this Development Agreement, then among other things we will also have the right to: (i) terminate this Development Agreement by giving you written notice of termination, which will take effect immediately (unless otherwise required under applicable law); or (ii) take any lesser action instead of terminating this Development Agreement, including suspending or eliminating your rights to the Development Area.
- 13.4 A default under this Development Agreement shall not (by itself) constitute a default under any Franchise Agreement between the parties.
14. Entire Agreement and Amendment. This Development Agreement (including the Data Sheet and the provisions of the Franchise Agreement that are incorporated into this Development Agreement by reference) constitutes the entire, full, and complete contract between the parties concerning the subject matter of this Development Agreement, and supersede all prior communications, representations, and agreements, with no other representations having induced either party to sign this Development Agreement. The parties acknowledge and agree that they relied only on the words printed in this Development Agreement (and the Data Sheet and the provisions of the Franchise Agreement that are incorporated by reference) in deciding whether to enter into this Development Agreement; however, nothing in this Development Agreement or elsewhere is meant to disclaim any statement included in our franchise disclosure document. Except for those changes that we are permitted to make unilaterally under this Development Agreement, no amendment, change, or variance from this Development Agreement shall be binding on either party unless mutually agreed to by the parties and executed by their authorized officers or agents in writing.
15. Indemnity. You agree to defend, indemnify and hold us, our owners and affiliates, and our (and our affiliates') officers, directors, members, managers, employees, and agents harmless against any and all claims arising directly or indirectly from, as a result of, or in connection with your conduct and/or operation of the business contemplated under this Development Agreement, as well as the costs of defending against them (including, but not limited to, reasonable attorneys' fees, reasonable costs of investigation, court costs, and arbitration fees and expenses). This Section 15 is in addition to Section 11.9 above and the indemnification provisions of the Franchise Agreements.
16. Captions. The headings and captions in this Development Agreement are merely for the sake of convenience and are not meant (and shall not be deemed) to change or have any affect

upon the meaning of the Agreement. When used in this Development Agreement, the term “including” means “including but not limited to” in each instance.

- 17. Confirmation that You Read and Understand the Franchise Agreement. You confirm that you read and understand the Franchise Agreement attached to this Development Agreement as Exhibit B (including but not limited to the provisions of the Franchise Agreement that are referenced (and/or incorporated by reference) into this Development Agreement (including the choice of law clause, choice of venue, waiver of jury trial, the waiver of punitive damages, the mediation and venue clauses, and the provision waiving participation in a common or class action)).

IN WITNESS WHEREOF, intending to be legally bound by this Development Agreement, the parties have duly executed, sealed, and delivered this Development Agreement to one another on the Effective Date.

Happy’s Pizza Franchise, LLC

Franchisor

Developer Entity

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Effective Date: _____

Address for Notices:

Address for Notices:

30955 Northwestern Hwy., Suite 300
Farmington Hills, Michigan 48334
Attn: Legal Department
E-mail legal@happypizza.com

Attn: _____

Exhibits (2):

- A** – Data Sheet; and
- B** – Franchise Agreement

Exhibit A - Data Sheet

The Development Fee under this Development Agreement shall be:

For this Restaurant to be Developed in the Development Area:	The Development Fee shall be:
First	\$12,500
Second	\$12,500
Third	\$12,500
Total Development Fee	\$27,500

Initialed

Franchisor
Developer Party

The Development Area under this Development Agreement shall be:

The present political boundaries of _____
(excluding airports, seaports, and U.S. Government-operated facilities).

Initialed

Franchisor
Developer Party

The Development Schedule under this Development Agreement shall be:

By this anniversary of the date of this Development Agreement	Total Number of Restaurants That You Agree to Have Open and in Operation in the Development Area
One (1) year	One
Two (2) years	Two
Three (3) years	Three

Initialed

Franchisor
Developer Party

Exhibit B - The Franchise Agreement

EXHIBIT D: LIST OF FRANCHISEES AND DEVELOPERS**FRANCHISEES & AFFILIATES WITH OPENED STORES**

as of December 31, 2024

State	Franchisee	Store Address
Michigan		
	SML Battlecreek #52 Inc Macarthur Swift (269) 964-4444	1180 W. Columbia Battle Creek, MI 49015
	Happy's Pizza #26, LLC Husam Asmar (734) 699-8888	9870 Belleville Rd. Belleville, MI 48111
	Bon Appetit Pizza LLC Saad Somo (586) 598-1800	51170 Gratiot Avenue Chesterfield Township, MI 48051
	HP #45, Inc Devin Ray Istifan (248) 926-7777	2163 N. Pontiac Trail Commerce Township, MI 48390
	Happy's Pizza #10, INC Linda Roye (313) 274-8888	27200 Cherry Hill Rd. Dearborn Heights, MI 48127
	Happy's Pizza #3, INC Souren Danielian (313) 881-8833	11025 Morang Detroit, MI 48224
	Happy Face L.L.C. John Yonan Tammy Berry (313) 862-5555	16850 Schaefer Detroit, MI 48235
	Happy's Pizza #5, INC Ban Naemi (313) 532-7777	20150 W. 7 Mile Rd. Detroit, MI 48219
	HS Greenfield #6 LLC Riwan Hormiz (313) 838-4444	8997 Greenfield Road Detroit, MI 48228
	Livernois Brothers, Inc. Rony Tinpan Qahran Tinpan (313) 894-1111	4220 Livernois Detroit, MI 48210
	Happys Pizza #11 INC John Yonan Tammy Berry (313) 259-5555	6412 E. Jefferson Detroit, MI 48207
	Pleasant Restaurant LLC Saad Said (313) 874-5555	7451 Woodward Ave. Detroit, MI 48202

State	Franchisee	Store Address
	HP Livernois-ID #44, Inc. John Yonan Tammy Berry (313) 834-2222	14365 Livernois Ave Detroit, MI 48238
	VanDyke Store 100 LLC Syed Mutaher (313) 892-7777	7735 E. 7 Mile Rd. Detroit, MI 48234
	Happy's Pizza #15, INC Frank Oraha Waad Oraha (586) 563-2222	23810 Gratiot Ave. Eastpointe, MI 48021
	MM1 Pizza #24, Inc. Marvin Mansoor (248) 553-7777	27845 Orchard Lake Rd. Farmington Hills, MI 48334
	Flint HS #77 LLC Syed Mutaher (810) 279-0000	4774 Richfield Road Flint, MI 48502
	MTA #129, Inc Brandon Shamo (810) 238-0000	615 S. Harrison Street Flint, MI 48502
	Fort Gratiot Restaurant Inc Frank Asmar (810) 256-0000	4281 24th Avenue Fort Gratiot Twp, MI 48059
	Trust Pizza & Sub Inc Saad Somo (586) 636-0000	31896 Groesback Hwy Fraser, MI 48026
	Full on Fulton LLC Samir Karadshen (616) 441-0000	1970 S. Division Grand Rapids, MI 49057
	HD Restaurant Group LLC Rami Dado (248) 547-4444	30 W Nine Mile Road Hazel Park, MI 48030
	New Lansing 33, Inc. Andrew Marrogy (517) 372-1111	400 E Saginaw St. Lansing, MI 48906
	KD Thompson LLC Ken Thompson Debra Thompson (517) 272-7777	6045 S. Cedar St. Lansing, MI 48911
	S A V Pizza and Sub LLC Eddie Khammi (313) 382-2222	2630 Oakwood Blvd. Melvindale, MI 48122
	HP Monroe #51, Inc Jerry Rayis (734) 240-2222	1433 N. Telegraph Rd Monroe, MI 48162
	HP23, LLC Anthony Pellerito (586) 465-3333	140 N. Gratiot Mount Clemens, MI 48043

State	Franchisee	Store Address
	Happy's Pizza #7, Inc. John Yonan Tammy Berry (248) 543-8888	13700 W. 9 Mile Rd. Oak Park, MI 48237
	New Pontiac 13, Inc. Andrew Marrogy (248) 874-0000	394 W. Huron Pontiac, MI 48341
	Port Huron Restaurant Inc. Frank Asker (810) 989-8888	1329 24th St. Port Huron, MI 48060
	Tele #14 LLC Nael Shathaia (313)774-2222	14257 Telegraph Redford Township, MI 48239
	AJ Pizza 47 LLC Sadik Almerisi (989) 771-5555	2007 Michigan Ave Saginaw, MI 48602
	Oraha HS #101 Inc. Waad Oraha (586) 271-0000	47307 Van Dyke Shelby Twp, MI 48317
	Kacho & Nannoshi LLC Ghazwan Nannoshi (248) 206-3333	29067 Southfield Rd Southfield, MI 48076
	HP Southfield 34, LLC Randy Foumia (248) 358-8888	25004 Telegraph Rd Southfield, MI 48033
	HP Southgate 25 Inc Jeff Matti Hisham Yaldo (734) 282-5555	12984 Dix – Toledo Southgate, MI 48195
	Ramiz & Martina, Inc. Ramiz Kachi (586) 795-4444	36849 Mound Rd. Sterling Heights, MI 48310
	Happy's Pizza #21, INC John Yonan (313) 291-5555	22527 Ecorse Rd. Taylor, MI 48180
	HP Eureka-ID #39, Inc Jeff Matti Hisham Yaldo (734) 946-1111	24105 Eureka Rd Taylor, MI 48180
	HP Woodhaven #48, Inc Waad Oraha Imad Oraha (734) 362-0000	3300 West Rd. Trenton, MI 48183
	HP Warren 20 Inc. Frank Oraha (586) 576-0066	28867 Van Dyke Warren, MI 48093
	HAM HP #46, Inc. Andrew Marrogy (248) 623-3700	5799 Dixie Hwy Waterford, MI 48329

State	Franchisee	Store Address
	Jack, Zack, & Rami Jabro, INC. Rami Jabro (734) 595-1111	33980 Van Born Wayne, MI 48184
	Westland HP Inc Jeff Matti Hisham Yaldo (734) 266-7777	31250 Ann Arbor Trl. Westland, MI 48185
	Ashley #43, Inc Ronnie Yaldao (734) 729-7777	721 South Wayne Rd Westland, MI 48185
	Happy's Pizza #12, INC Tony Asmar (734) 485-0000	612 E. Michigan Ave. Ypsilatni, MI 48198
Ohio		
	Ali Denison 2 LLC Abdel Rahman Abuk Halil (330)477-2000	3910 Tuscarawas St. W. Canton, OH 44708
	GRADU8 Properties LLC Floyd Walker Jr. (513) 541-5500	1064 W. N. Bend Rd. Cincinnati, OH 45224
	Ali Denison 1 LLC Jamal Akhalil (216) 661-7777	3849 W. 25th St. Cleveland, OH 44109
	Broadstreet HS #110 LLC Cameron Paul Ahmed Altorok (614) 957-0000	1450 W. Broad Street Columbus, OH 43222
	Calvin1 L.L.C. Waleed Fadheel Ayad Fadheel (937) 275-2222	2804 Salem Avenue Dayton, OH 45406
	Oberlin Pizza 75 LLC Ashraf Salahaloin Abdal Karim (440) 282-6600	3002 Oberlin Ave. Lorain, OH 44052
	MM2 Pizza LLC Marvin Mansoor (419) 249-5555	513 Dorr Street Toledo, OH 43604
	Pizza! #74 LLC Amal Nehme (614) 231-1111	3650 East Main Street Whitehall, OH 43213

EXHIBIT E: FRANCHISEES AND DEVELOPERS THAT LEFT THE SYSTEM

The name, city, state and current business telephone number of every franchisee who had a franchise terminated, cancelled, not renewed or otherwise voluntarily or involuntarily ceased to do business under the applicable Franchise Agreement during the most recently completed fiscal year or who has not communicated with us within 10 weeks of the issuance date of this disclosure document is as follows:

Michigan	
James & Associates Inc. (Note 1) 2742 E 7 Mile Road Detroit, Michigan 48234 (313) 534-3706	Infinity Pizzeria LLC ² 51170 Gratiot Ave Chesterfield Twp, Michigan 48051 (248) 210-3080
Ramen Enterprises Inc (Note 1) 1517 S Westnedge Ave Kalamazoo, Michigan 49008 (517) 612-4200	HP Asmar 61 Inc ¹ 560 W Ann Arbor Rd Plymouth, Michigan 48170 (248) 388-8508
TR 14 LLC (Note 2) 14257 Telegraph Road Redford, Michigan 48239 (248) 308-8077	
Ohio	
JAK Lee Pizza LLC (Note 1) 3980 Lee Rd. Cleveland, Ohio 44128 (216) 491-5555	3980 Lee Road LLC ¹ 3980 Lee Road Cleveland, Ohio 44128 (248) 885-7153
TKZ Pizzeria Inc ² 513 Dorr Street Toledo, Ohio 43604 (313) 707-3546	

1 The store closed business.

2 This store was transferred to a new franchise owner in 2024, but the store remains operating at the same location.

EXHIBIT F: TABLE OF CONTENTS TO MANUAL

Table of Contents

Food Guide

Section 1 Packaging

Section 2 Pizza and
Breads

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Section 3 Dinners

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Prep Guide

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Section 2 Sauce

Section 3 Produce

Section 4 Portioning

Section 5 Store
organization

Section 6 Cleaning
and Maintenance

Section 7 Sanitation

EXHIBIT G: STATE-SPECIFIC DISCLOSURES AND AMENDMENTS TO AGREEMENTS

EXHIBIT G-1

ILLINOIS DISCLOSURE

In recognition of the requirements of the Illinois Franchise Disclosure Act, Ill. Comp. Stat. §§ 705/1 to 705/44 the Franchise Disclosure Document for Happy's Franchise Pizza, LLC for use in the State of Illinois shall be amended as follows:

- Item 5, "Initial Fees," shall be amended by adding the following paragraphs at the conclusion of the Item:

Based upon the franchisor's financial condition, the Illinois Attorney General's Office has required a financial assurance. As a result, the franchisor has posted a surety bond in the amount of \$100,000 with the Illinois Attorney General's Office.

- Item 17, "Renewal, Termination, Transfer and Dispute Resolution," shall be amended by the deletion of provision "w" in its entirety, and the following provision shall be substituted in its place:

Provision	Section in Franchise Agreement	Summary
w. Choice of law	§ 27.1 of Franchise Agreement	Illinois

- Item 17, "Renewal, Termination, Transfer and Dispute Resolution," shall be amended by the addition of the following at the conclusion of the Item:

Sec. 705/4 of the Illinois Franchise Disclosure Act provides that "any provision in a franchise agreement that designates jurisdiction or venue in a forum outside this state [Illinois] is void."

Sec. 705/41 of the Illinois Franchise Disclosure Act provides that any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

Your rights upon termination or non-renewal of a Franchise Agreement are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

Illinois law governs the Franchise Agreement.

- Please note the following:

In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.

- Each provision of this addendum shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Illinois Franchise Disclosure Act are met independently, without reference to this addendum.

EXHIBIT G-2MARYLAND DISCLOSURE

In recognition of the requirements of the Maryland Franchise Registration and Disclosure Law, the Franchise Disclosure Document for Happy's Pizza Franchise, LLC for use in the State of Maryland shall be amended as follows:

1. Item 5, "Initial Fees," shall be amended by adding the following paragraphs at the conclusion of the Item:

Based upon the franchisor's financial condition, the Maryland Securities Commissioner has required a financial assurance. As a result, the franchisor has posted a surety bond in the amount of \$100,000 with the Maryland Securities Division.

2. Item 17, "Renewal, Termination, Transfer and Dispute Resolution," shall be amended by the addition of the following language:

The general release required as a condition of renewal, sale/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

A franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three (3) years after the grant of the franchise.

This addendum will apply only if the Maryland Franchise Registration and Disclosure Law would apply on its own, without referring to this addendum.

3. Pursuant to the Interpretive Opinion "Adopting NASAA Statement of Policy Regarding the Use of Franchise Questionnaires and Acknowledgements" dated January 23, 2023, issued by the State of Maryland Office of the Attorney General Securities Division (the "Division"), the Division requires franchisors selling franchises that are subject to the Maryland Franchise Registration and Disclosure Law to provide the following legend: "No statement, questionnaire, or acknowledgement 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 this franchise."

EXHIBIT G-3MICHIGAN DISCLOSURE

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) A PROHIBITION ON THE RIGHT OF A FRANCHISEE TO JOIN AN ASSOCIATION OF FRANCHISEES.

(B) A REQUIREMENT THAT A FRANCHISEE ASSENT TO A RELEASE, ASSIGNMENT, NOVATION, WAIVER, OR ESTOPPEL WHICH DEPRIVES A FRANCHISEE OF RIGHTS AND PROTECTIONS PROVIDED IN THIS ACT. THIS SHALL NOT PRECLUDE A FRANCHISEE, AFTER ENTERING INTO A FRANCHISE AGREEMENT, FROM SETTLING ANY AND ALL CLAIMS.

(C) A PROVISION THAT PERMITS A FRANCHISOR TO TERMINATE A FRANCHISE PRIOR TO THE EXPIRATION OF ITS TERM EXCEPT FOR GOOD CAUSE. GOOD CAUSE SHALL INCLUDE THE FAILURE OF THE FRANCHISEE TO COMPLY WITH ANY LAWFUL PROVISIONS OF THE FRANCHISE AGREEMENT AND TO CURE SUCH FAILURE AFTER BEING GIVEN WRITTEN NOTICE THEREOF AND A REASONABLE OPPORTUNITY, WHICH IN NO EVENT NEED BE MORE THAN 30 DAYS, TO CURE SUCH FAILURE.

(D) A PROVISION THAT PERMITS A FRANCHISOR TO REFUSE TO RENEW A FRANCHISE WITHOUT FAIRLY COMPENSATING THE FRANCHISEE BY REPURCHASE OR OTHER MEANS FOR THE FAIR MARKET VALUE, AT THE TIME OF EXPIRATION, OF THE FRANCHISEE'S INVENTORY, SUPPLIES, EQUIPMENT, FIXTURES, AND FURNISHINGS. PERSONALIZED MATERIALS WHICH HAVE NO VALUE TO THE FRANCHISOR AND INVENTORY, SUPPLIES, EQUIPMENT, FIXTURES, AND FURNISHINGS NOT REASONABLY REQUIRED IN THE CONDUCT OF THE FRANCHISED BUSINESS ARE NOT SUBJECT TO COMPENSATION. THIS SUBSECTION APPLIES ONLY IF: (i) THE TERM OF THE FRANCHISE IS LESS THAN five YEARS; AND (ii) THE FRANCHISEE IS PROHIBITED BY THE FRANCHISE OR OTHER AGREEMENT FROM CONTINUING TO CONDUCT SUBSTANTIALLY THE SAME BUSINESS UNDER ANOTHER TRADEMARK, SERVICE MARK, TRADE NAME, LOGOTYPE, MARKETING, OR OTHER COMMERCIAL SYMBOL IN THE SAME AREA SUBSEQUENT TO THE EXPIRATION OF THE FRANCHISE OR THE FRANCHISEE DOES NOT RECEIVE AT LEAST six MONTHS ADVANCE NOTICE OF FRANCHISOR'S INTENT NOT TO RENEW THE FRANCHISE.

(E) A PROVISION THAT PERMITS THE FRANCHISOR TO REFUSE TO RENEW A FRANCHISE ON TERMS GENERALLY AVAILABLE TO OTHER FRANCHISEES OF THE SAME CLASS OR TYPE UNDER SIMILAR CIRCUMSTANCES. THIS SECTION DOES NOT REQUIRE A RENEWAL PROVISION.

(F) A PROVISION REQUIRING THAT ARBITRATION OR LITIGATION BE CONDUCTED OUTSIDE THIS STATE. THIS SHALL NOT PRECLUDE THE FRANCHISEE FROM ENTERING INTO AN AGREEMENT, AT THE TIME OF ARBITRATION, TO CONDUCT ARBITRATION AT A LOCATION OUTSIDE THIS STATE.*

(G) A PROVISION WHICH PERMITS A FRANCHISOR TO REFUSE TO PERMIT A TRANSFER OF OWNERSHIP OF A FRANCHISE, EXCEPT FOR GOOD CAUSE. THIS SUBDIVISION DOES NOT PREVENT A FRANCHISOR FROM EXERCISING A RIGHT OF FIRST REFUSAL TO PURCHASE THE FRANCHISE. GOOD CAUSE SHALL INCLUDE, BUT IS NOT LIMITED TO:

(i) THE FAILURE OF THE PROPOSED FRANCHISEE TO MEET THE FRANCHISOR'S THEN CURRENT REASONABLE QUALIFICATIONS OR STANDARDS.

(ii) THE FACT THAT THE PROPOSED TRANSFEREE IS A COMPETITOR OF THE FRANCHISOR OR SUBFRANCHISOR.

(iii) THE UNWILLINGNESS OF THE PROPOSED TRANSFEREE TO AGREE IN WRITING TO COMPLY WITH ALL LAWFUL OBLIGATIONS.

(iv) THE FAILURE OF THE FRANCHISEE OR PROPOSED TRANSFEREE TO PAY ANY SUMS OWING TO THE FRANCHISOR OR TO CURE ANY DEFAULT IN THE FRANCHISE AGREEMENT EXISTING AT THE TIME OF THE PROPOSED TRANSFER.

(H) A PROVISION THAT REQUIRES THE FRANCHISEE TO RESELL TO THE FRANCHISOR ITEMS THAT ARE NOT UNIQUELY IDENTIFIED WITH THE FRANCHISOR. THIS SUBDIVISION DOES NOT PROHIBIT A PROVISION THAT GRANTS TO A FRANCHISOR A RIGHT OF FIRST REFUSAL TO PURCHASE THE ASSETS OF A FRANCHISE ON THE SAME TERMS AND CONDITIONS AS A BONA FIDE THIRD PARTY WILLING AND ABLE TO PURCHASE THOSE ASSETS, NOR DOES THIS SUBDIVISION PROHIBIT A PROVISION THAT GRANTS THE FRANCHISOR THE RIGHT TO ACQUIRE THE ASSETS OF A FRANCHISE FOR THE MARKET OR APPRAISED VALUE OF SUCH ASSETS IF THE FRANCHISEE HAS BREACHED THE LAWFUL PROVISIONS OF THE FRANCHISE AGREEMENT AND HAS FAILED TO CURE THE BREACH IN THE MANNER PROVIDED IN SUBDIVISION (C).

(I) A PROVISION WHICH PERMITS THE FRANCHISOR TO DIRECTLY OR INDIRECTLY CONVEY, ASSIGN, OR OTHERWISE TRANSFER ITS OBLIGATIONS TO FULFILL CONTRACTUAL OBLIGATIONS TO THE FRANCHISEE UNLESS PROVISION HAS BEEN MADE FOR PROVIDING THE REQUIRED CONTRACTUAL SERVICES.

THE FACT THAT THERE IS A NOTICE OF THIS OFFERING ON FILE WITH THE ATTORNEY GENERAL DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION, OR ENDORSEMENT BY THE ATTORNEY GENERAL.

IF THE FRANCHISOR'S MOST RECENT FINANCIAL STATEMENTS ARE UNAUDITED AND SHOW A NET WORTH OF LESS THAN \$100,000.00, THE FRANCHISOR MUST, AT THE REQUEST OF THE FRANCHISEE, ARRANGE FOR THE ESCROW OF INITIAL INVESTMENT AND OTHER FUNDS PAID BY THE FRANCHISEE UNTIL THE OBLIGATIONS TO PROVIDE REAL ESTATE, IMPROVEMENTS, EQUIPMENT, INVENTORY, TRAINING, OR OTHER ITEMS INCLUDED IN THE FRANCHISE OFFERING ARE FULFILLED. AT THE OPTION OF THE FRANCHISOR, A SURETY BOND MAY BE PROVIDED IN PLACE OF ESCROW.

THE NAME AND ADDRESS OF THE FRANCHISOR'S AGENT IN THIS STATE AUTHORIZED TO RECEIVE SERVICE OF PROCESS IS: MICHIGAN DEPARTMENT OF COMMERCE, CORPORATION AND SECURITIES BUREAU, 6546 MERCANTILE WAY, P.O. BOX 30222, LANSING, MICHIGAN 48910.

ANY QUESTIONS REGARDING THIS NOTICE SHOULD BE DIRECTED TO:
MICHIGAN ATTORNEY GENERAL'S OFFICE
CORPORATE OVERSIGHT DIVISION, FRANCHISE SECTION
525 WEST OTTAWA STREET
G. MENNEN WILLIAMS BUILDING, 1st FLOOR
LANSING, MICHIGAN 48913
(517) 335-7567

* NOTE: NOTWITHSTANDING PARAGRAPH (F) ABOVE, WE INTEND TO, AND YOU AGREE THAT WE AND YOU WILL, ENFORCE FULLY ANY PROVISIONS OF THE ARBITRATION SECTION OF OUR AGREEMENTS. WE BELIEVE THAT PARAGRAPH (F) IS UNCONSTITUTIONAL AND CANNOT PRECLUDE US FROM ENFORCING THE ARBITRATION PROVISIONS UNDER THE FEDERAL ARBITRATION ACT.

EXHIBIT G-4MINNESOTA DISCLOSURE

In recognition of the requirements of the Minnesota Franchises Law, Minn. Stat. §§ 80C.01 through 80C.22, and of the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce, Minn. Rules §§ 2860.0100 through 2860.9930, the Franchise Disclosure Document for Happy's Pizza Franchise, LLC for use in the State of Minnesota shall be amended to include the following:

1. Item 5, "Initial Fees," shall be amended by the addition of the following language:

Based on the franchisor's financial condition, the Minnesota Commerce Commissioner has required a financial assurance. As a result, the franchisor has posted a surety bond in the amount of \$100,000 with the Minnesota Department of Commerce

2. Item 13 is amended by the addition of the following language

The franchisor will protect the franchisee's right to use the trademarks, service marks, trade names, logotypes or other commercial symbols or indemnify the franchisee from any loss, costs or expenses arising out of any claim, suite or demand regarding the use of the name.

2. Item 17, "Renewal, Termination, Transfer and Dispute Resolution," shall be amended by the addition of the following paragraphs:

With respect to franchisees governed by Minnesota law, we will comply with Minn. Stat. § 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 Franchise Agreement, and that consent to the transfer of the franchise not be unreasonably withheld.

Pursuant to Minn. Rule 2860.4400D, any general release of claims that you or a transferor may have against us or our shareholders, directors, employees and agents, including without limitation claims arising under federal, state, and local laws and regulations shall exclude claims you or a transferor may have under the Minnesota Franchise Law and the Rules and Regulations promulgated thereunder by the Commissioner of Commerce.

Minn. Stat. § 80C.21 and Minn. Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring you to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the disclosure document or agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to jury trial, any procedure, forum, or remedies as may be provided for by the laws of the jurisdiction.

Minn. Stat. § 80C.17 prohibits any action from being commenced under the Minnesota Franchises Law more than three years after the cause of action accrues.

3. This addendum will apply only if the Minnesota Franchises Law or the Rules and Regulations promulgated thereunder by the Minnesota Commission of Commerce would apply on its own, without referring to this addendum.

EXHIBIT G-5

NEW YORK DISCLOSURE

In recognition of the requirements of the New York General Business Law, Article 33, Sections 680 through 695, and of the regulations promulgated thereunder (N.Y. Comp. Code R. & Regs. tit. 13, §§ 200.1 through 201.16), the Franchise Disclosure Document for Happy's Pizza Franchise, LLC for use in the State of New York shall be amended as follows:

1. The following information is added to the cover page of the Franchise Disclosure Document:

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT D OR YOUR PUBLIC LIBRARY FOR SOURCES OF INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THE FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND NEW YORK STATE DEPARTMENT OF LAW, INVESTOR PROTECTION BUREAU, 28 LIBERTY STREET, 21ST FLOOR, NEW YORK, NEW YORK 10005.

THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

2. The following is added at the end of Item 3:

Except as provided above, with regard to the franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark:

- A. No such party has an administrative, criminal or civil action pending against that person alleging: a felony, a violation of a franchise, antitrust, or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices, or comparable civil or misdemeanor allegations.
- B. No such party has pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature or financial condition of the franchise system or its business operations.
- C. No such party has been convicted of a felony or pleaded *nolo contendere* to a felony charge or, within the 10 year period immediately preceding the application for registration, has been convicted of a misdemeanor or pleaded *nolo contendere* to a misdemeanor charge or has been the subject of civil action alleging: violation of a franchise, antifraud, or securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.

D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State, or Canadian franchise, securities, antitrust, trade regulation, or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

3. The following is added at the end of Item 4:

Neither we, our affiliate, predecessor, officers or general partner, during the 10 year period immediately preceding the date of this franchise disclosure document: (a) filed as debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code; (b) obtained a discharge of its debts under the bankruptcy code; or (c) was a principal officer in a company, or a general partner in a partnership that either filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code or that obtained a discharge of its debts under the U.S. Bankruptcy Code during or within one year of the time that the officer or general partner held this position in the company or partnership.

4. The following is added to the end of Item 5:

The initial franchise fee constitutes part of our general operating funds and will be used as such in our discretion.

5. The following is added to the end of Item 5:

Based on the franchisor's financial condition, the New York Attorney General's Office has required a financial assurance. As a result, the franchisor has posted a surety bond in the amount of \$100,000 with the New York Attorney General's Office.

6. The first paragraph in Item 12, "Territory" is amended by the addition of the following language at the conclusion of the second sentence of the first paragraph:

Typically, the protected area in New York State will be a radius of: (a) one city block where the Store is located in a high pedestrian traffic/tourist area; (b) the confines of the shopping center where the Store is located in a shopping center; or (c) one mile where the Store is located in a suburban or local downtown (not high pedestrian traffic/tourist) area.

7. The following is added to the end of the "Summary" sections of Item 17(c), titled "Requirements for franchisee to renew or extend," and Item 17(m), entitled "Conditions for franchisor approval of transfer":

However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of the General Business Law Sections 687.4 and 687.5 be satisfied.

8. The following language replaces the “Summary” section of Item 17(d), titled “Termination by franchisee”:

You may terminate the agreement on any grounds available by law.

9. The following language is added to the end of the “Summary” section of Item 17(j), titled “Assignment of contract by franchisor”:

However, no assignment will be made except to an assignee who in good faith and judgment of the franchisor, is willing and financially able to assume the franchisor’s obligations under the Franchise Agreement.

10. The following is added to the end of the “Summary” sections of Item 17(v), titled “Choice of forum” and Item 17(w), titled “Choice of Law”:

The foregoing choice of law should not be considered a waiver of any right conferred upon the franchisor or upon the franchisee by Article 33 of the General Business Law of the State of New York.

In recognition of the requirements contained in Section 13.1-564 of the Virginia Retail Franchising Act, the Franchise Disclosure Document of Happy's Pizza Franchise, LLC is amended as follows:

1. Item 5, "Initial Fees," shall be amended by the addition of the following language:

Based on the franchisor's financial condition, the Virginia Corporation Commissioner has required a financial assurance. As a result, the franchisor has posted a surety bond in the amount of \$100,000 with the Virginia State Corporation Commission.

2. Item 17, Additional Disclosure. The following statements are added to Item 17.h:

According to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any grounds for default or termination stated in the franchise agreement and development agreement does not constitute "reasonable cause," as that the term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, the provision may not be enforceable.

According to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to use undue influence to induce a franchisee to surrender any right given to him under the franchise. If any provision of the Franchise Agreement involves the use of undue influence by the franchisor to induce a franchisee to surrender any rights given to him under the franchise, that provision may not be enforceable.

3. This addendum will apply only if the Virginia Retail Franchising Act would apply on its own, without referring to this addendum.

EXHIBIT G-7ILLINOIS FRANCHISE AGREEMENT AMENDMENT

In recognition of the requirements of the Illinois Franchise Disclosure Act, Ill. Comp. Stat. §§ 705/1 to 705/44, the parties to the attached Happy's Pizza Franchise, LLC Franchise Agreement (the "Agreement") agree as follows:

1. Section 2 of the Agreement shall be supplemented by the addition of the following new Section 2.3:

2.3 To the extent that any of the provisions of this Section 2 are inconsistent with Sections 19 and 20 of the Illinois Franchise Disclosure Act, then those provisions of the Illinois Franchise Disclosure Act shall apply. If we refuse to renew this Agreement, we will compensate you if (and to the extent) such compensation is required under Sections 19 and 20 of the Illinois Franchise Disclosure Act.

2. Section 4.1, "Franchise Fee," under the heading "Initial Franchise Fee," is amended by the addition of the following language:

Based upon the franchisor's financial condition, the Illinois Attorney General's Office has required a financial assurance. As a result, the franchisor has posted a surety bond in the amount of \$100,000 with the Illinois Attorney General's Office.

3. Section 17 of the Agreement shall be supplemented by the addition of the following new Section 17.8:

17.8 To the extent that any of the provisions of this Section 17 concerning termination are inconsistent with Sections 19 and 20 of the Illinois Franchise Disclosure Act, then those provisions of the Illinois Franchise Disclosure Act shall apply.

4. Section 25 of the Agreement, under the heading "Entire Agreement and Amendment," shall be supplemented by the addition of the following language at the conclusion of the Section:

Nothing in this Section 25 or otherwise in this Agreement shall act as a waiver of any of your rights under the Illinois Franchise Disclosure Act or other Illinois law.

4. Section 27.1 of the Agreement, under the heading "Applicable Law," shall be deleted in its entirety, and shall have no force or effect; and the following new paragraph shall be substituted in its place:

27.1 This Agreement takes effect upon its acceptance and execution by us, and shall be interpreted and construed under the laws of Illinois.

5. Section 27.2 of the Agreement, under the heading "Applicable Law," shall be deleted in its entirety.

6. The Agreement shall be amended by the addition of the following language:

Sec. 705/41 of the Illinois Franchise Disclosure Act provides that any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void. Your rights upon Termination and Non-Renewal of an agreement are set forth in Sections 19 and 20 of the Illinois Franchise Disclosure Act.

7. Please note the following:

In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.

The Franchisor reserves the right to set restrictions on the minimum and maximum prices you may charge for products and services sold at your franchised business.

8. To the extent mandated under Illinois law, no statement, questionnaire, or acknowledgement 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.

9. Each provision of this amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Illinois Franchise Disclosure Act are met independently without reference to this amendment.

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed and delivered this Illinois amendment to the Franchise Agreement on the same date as the Franchise Agreement was executed.

Happy's Pizza Franchise, LLC
Franchisor

Franchisee

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

EXHIBIT G-8 MARYLAND FRANCHISE AGREEMENT AMENDMENT

In recognition of the requirements of the Maryland Franchise Registration and Disclosure Law, the parties to the attached Happy's Pizza Franchise, LLC Franchise Agreement (the "Agreement") agree as follows:

1. Section 4.1, "Franchise Fee," under the heading "Initial Franchise Fee," is amended by the addition of the following language:

Based upon the franchisor's financial condition, the Maryland Securities Commissioner has required a financial assurance. As a result, the franchisor has posted a surety bond in the amount of \$100,000 with the Maryland Securities Division.

2. The Agreement is amended to include the following:

The general release required as a condition of renewal, sale/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

A franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three (3) years after the grant of the franchise.

All representations requiring prospective franchisees to assent to a release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

Pursuant to the Interpretive Opinion "Adopting NASAA Statement of Policy Regarding the Use of Franchise Questionnaires and Acknowledgements" dated January 23, 2023, issued by the State of Maryland Office of the Attorney General Securities Division (the "Division"), the Division requires franchisors selling franchises that are subject to the Maryland Franchise Registration and Disclosure Law to provide the following legend: "No statement, questionnaire, or acknowledgement 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 this franchise."

Accordingly, (a) Section 28 of the Agreement is deleted in its entirety and shall have no force or effect, and (b) any other statement, questionnaire, or acknowledgement in this Agreement that is not permitted under the Interpretive Opinion is deleted in its entirety and shall have no force or effect.

3. Exhibit I, "Franchisee Disclosure Acknowledgment Statement," shall be amended by the addition of the following at the end of Exhibit I:

All representations requiring prospective franchisees to assent to a release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

4. This amendment will apply only if the Maryland Franchise Registration and Disclosure Law would apply on its own, without referring to this amendment.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Maryland amendment to the Franchise Agreement on the same date as the Franchise Agreement was executed.

Happy's Pizza Franchise, LLC

Franchisor

Franchisee

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

EXHIBIT G-9 MINNESOTA FRANCHISE AGREEMENT AMENDMENT

In recognition of the requirements of the Minnesota Franchises Law, Minn. Stat. §§ 80C.01 through 80C.22, and of the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce, Minn. Rules §§ 2860.0100 through 2860.9930, the parties to the attached Happy's Pizza Franchise, LLC Franchise Agreement (the "Agreement") agree as follows:

1. Section 2 of the Agreement shall be amended by the addition of the following paragraph:

Minnesota law provides franchisees with certain non-renewal rights. In sum, Minn. Stat. § 80C.14 (subd. 4) currently requires, except in certain specified cases, that a franchisee be given 180 days' notice of non-renewal of the Franchise Agreement.
2. Section 4.1, "Franchise Fee," under the heading "Initial Franchise Fee," is amended by the addition of the following language:

Based upon the franchisor's financial condition, the Minnesota Commerce Commissioner has required a financial assurance. As a result, the franchisor has posted a surety bond in the amount of \$100,000 with the Minnesota Department of Commerce.
3. Section 9 of the Agreement shall be amended by the addition of the following paragraph:

Pursuant to Minnesota Stat. Sec. 80C.12, Subd. 1(g), we are required to protect any rights you may have to our Proprietary Marks.
4. Section 16.5.1 of the Agreement shall be amended by the addition of the following :

The release provided under this Section shall exclude only such claims as the transferor may have under the Minnesota Franchises Law and the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce.
5. Section 16 of the Agreement shall be amended by the addition of the following paragraph:

Minnesota law provides franchisees with certain transfer rights. In sum, Minn. Stat. §80C.14 (subd. 5) currently requires that consent to the transfer of the franchise may not be unreasonably withheld.
6. Sections 17 and 18 of the Agreement shall be amended by the addition of the following paragraph:

Minnesota law provides franchisees with certain termination rights. In sum, Minn. Stat. § 80C.14 (subd. 3) currently requires, except in certain specified cases, that a franchisee be given 90 days' notice of termination (with 60 days to cure) of the Franchise Agreement.
7. Section 27 of the Agreement shall be amended by the following new Section 27.10, which shall be considered an integral part of the Agreement:

27.10 Minn. Stat. § 80C.17 prohibits any action from being commenced under the Minnesota Franchises Law more than three years after the cause of action accrues. Minn. Stat. § 80C.21 and Minn. Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring you to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the disclosure document or agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to jury trial, any procedure, forum, or remedies as may be provided for by the laws of the jurisdiction.

8. 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.

9. This amendment will apply only if the Minnesota Franchises Law or the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce would apply on its own, without referring to this amendment.

IN WITNESS WHEREOF, the parties hereto have duly executed, and delivered this Minnesota amendment to the Franchise Agreement on the same date as the Franchise Agreement was executed.

Happy's Pizza Franchise, LLC
Franchisor

Franchisee

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

EXHIBIT G-10NEW YORK FRANCHISE AGREEMENT AMENDMENT

In recognition of the requirements of the New York General Business Law, Article 33, Sections 680 through 695, and of the regulations promulgated thereunder (N.Y. Comp. Code R. & Regs., tit. 13, §§ 200.1 through 201.16), the parties to the attached Happy's Pizza Franchise, LLC Franchise Agreement (the "Agreement") agree as follows:

1. Section 2.2.7 of the Agreement, under the heading "Term and Renewal," shall be deleted in its entirety, and shall have no force or effect; and the following paragraph shall be substituted in its place:

2.2.7 You (and your direct and indirect owners) must execute and deliver to us a general release, in a form we prescribe, of any and all claims against us and our subsidiaries and affiliates, and their respective officers, directors, agents, and employees, provided, however, that all rights enjoyed by you and any causes of action arising in your favor from the provisions of New York General Business Law Sections 680-695 and the regulations issued thereunder, shall remain in force; it being the intent of this provision that the non-waiver provisions of N.Y. Gen. Bus. Law Sections 687.4 and 687.5 be satisfied.

2. Section 4.1, "Franchise Fee," under the heading "Initial Franchise Fee," is amended by the addition of the following language:

Based upon the franchisor's financial condition, the New York Attorney General's Office has required a financial assurance. As a result, the franchisor has posted a surety bond in the amount of \$100,000 with the New York Attorney General's Office.

3. Section 16.5.2 of the Agreement, under the heading "Transfer of Interest," shall be deleted in its entirety, and shall have no force or effect; and the following paragraph shall be substituted in its place:

16.5.2 You, the transferor, and any other persons we designate, will have executed and delivered to us a general release, in a form satisfactory to us, of any and all claims against us and our affiliates, successors, and assigns, and their respective directors, officers, shareholders, partners, agents, representatives, servants, and employees in their corporate and individual capacities including, without limitation, claims arising under this Agreement, any other agreement between you and us or our affiliates, and federal, state, and local laws and rules, provided, however, that all rights enjoyed by the transferor and any causes of action arising in its favor from the provisions of New York General Business Law Sections 680-695 and the regulations issued thereunder, shall remain in force; it being the intent of this provision that the non-waiver provisions of N.Y. Gen. Bus. Law Sections 687.4 and 687.5 be satisfied.

4. Section 27 of the Agreement, under the heading "Applicable Law and Dispute Resolution," shall be supplemented by the addition of the following language:

Nothing in this Agreement should be considered a waiver of any right conferred upon you by New York General Business Law, Sections 680-695.

5. Section 28.12 of the Agreement, under the heading "Acknowledgements," shall be supplemented with the following:

This General Release does not release us from all rights enjoyed by you and any causes of action arising in your favor from the provisions of New York General Business Law Sections 680-695 and the regulations issued thereunder, which shall remain in force; it being the intent of this provision that the non-waiver provisions of N.Y. Gen. Bus. Law Sections 687.4 and 687.5 be satisfied.

6. To the extent mandated under New York law, no statement, questionnaire, or acknowledgement 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.

7. There are circumstances in which an offering made by us would not fall within the scope of the New York General Business Law, Article 33, such as when the offer and acceptance occurred outside the state of New York. However, an offer or sale is deemed made in New York if you are domiciled in or the franchise will be opening in New York. We are required to furnish a New York prospectus to every prospective franchisee who is protected under the New York General Business Law, Article 33.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this New York amendment to the Franchise Agreement on the same date as the Franchise Agreement was executed.

Happy's Pizza Franchise, LLC
Franchisor

Franchisee

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

EXHIBIT G-11 MARYLAND DEVELOPMENT AGREEMENT AMENDMENT

In recognition of the requirements of the Maryland Franchise Registration and Disclosure Law, the parties to the attached Happy's Pizza Franchise, LLC Development Agreement (the "Agreement") agree as follows:

1. The Agreement is amended to include the following:

A franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three (3) years after the grant of the franchise.

The general release required as a condition of renewal, sale/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

All representations requiring prospective franchisees to assent to a release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

Pursuant to the Interpretive Opinion "Adopting NASAA Statement of Policy Regarding the Use of Franchise Questionnaires and Acknowledgements" dated January 23, 2023, issued by the State of Maryland Office of the Attorney General Securities Division (the "Division"), the Division requires franchisors selling franchises that are subject to the Maryland Franchise Registration and Disclosure Law to provide the following legend: "No statement, questionnaire, or acknowledgement 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 this franchise." Accordingly, any statement, questionnaire, or acknowledgement in this Agreement that is not permitted under the Interpretive Opinion is deleted in its entirety and shall have no force or effect.

2. Based upon the franchisor's financial condition, the Maryland Securities Commissioner has required a financial assurance. As a result, the franchisor has posted a surety bond in the amount of \$100,000 with the Maryland Securities Division.

3. This amendment will apply only if the Maryland Franchise Registration and Disclosure Law would apply on its own, without referring to this amendment.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Maryland amendment to the Development Agreement on the same date as the Development Agreement was executed.

Happy's Pizza Franchise, LLC
Franchisor

Developer

By:_____

By:_____

Name:_____

Name:_____

Title:_____

Title:_____

EXHIBIT G-12 MINNESOTA DEVELOPMENT AGREEMENT AMENDMENT

In recognition of the requirements of the Minnesota Franchises Law, Minn. Stat. §§ 80C.01 through 80C.22, and of the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce, Minn. Rules §§ 2860.0100 through 2860.9930, the parties to the attached Happy's Pizza Franchise, LLC Development Agreement (the "Agreement") agree as follows:

Section 12 of the Agreement shall be amended by adding the following: "The release provided under this Section shall exclude only such claims as the transferor may have under the Minnesota Franchises Law and the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce."

Section 11 of the Agreement shall be amended by adding the following:

Minnesota law provides franchisees with certain non-renewal rights. In sum, Minn. Stat. § 80C.14 (subd. 4) currently requires, except in certain specified cases, that a franchisee be given 180 days' notice of non-renewal of the Franchise Agreement.

Minnesota law provides franchisees with certain transfer rights. In sum, Minn. Stat. § 80C.14 (subd. 5) currently requires that consent to the transfer of the franchise may not be unreasonably withheld.

Minnesota law provides franchisees with certain termination rights. In sum, Minn. Stat. § 80C.14 (subd. 3) currently requires, except in certain specified cases, that a franchisee be given 90 days' notice of termination (with 60 days to cure) of the Franchise Agreement.

Minn. Stat. § 80C.17 prohibits any action from being commenced under the Minnesota Franchises Law more than three years after the cause of action accrues. Minn. Stat. § 80C.21 and Minn. Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring you to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the disclosure document or agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to jury trial, any procedure, forum, or remedies as may be 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.

This amendment will apply only if the Minnesota Franchises Law or the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce would apply on its own, without referring to this amendment.

IN WITNESS WHEREOF, the parties hereto have duly executed, and delivered this Minnesota amendment to the Development Agreement on the same date as the Development Agreement was executed.

Happy's Pizza Franchise, LLC
Franchisor

Developer

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

EXHIBIT H-1:**STATE ADMINISTRATORS**

We intend to register this disclosure document as a “franchise” in some or all of the following states, if required by the applicable state laws. If and when we pursue franchise registration (or otherwise comply with the franchise investment laws) in these states, the following are the state administrators responsible for the review, registration, and oversight of franchises in these states:

<p>CALIFORNIA Commissioner Dep’t of Financial Protection and Innovation 320 West Fourth Street, Suite 750 Los Angeles, California 90013-2344 (213) 576-7500 / Toll Free: (866) 275-2677</p>	<p>NEW YORK New York State Dep’t of Law Investor Protection Bureau 28 Liberty Street, 21st Floor New York, New York 10005 (212) 416-8285</p>
<p>HAWAII Commissioner of Securities Dep’t of Commerce & Consumer Affairs Business Registration Div. Securities Compliance Branch 335 Merchant Street, Room 205 Honolulu, Hawaii 96813 / (808) 586-2722</p>	<p>NORTH DAKOTA North Dakota Securities Dep’t State Capitol Dep’t 414 600 East Boulevard Avenue, Fifth Floor Bismarck, North Dakota 58505-0510 (701) 328-4712</p>
<p>ILLINOIS Illinois Office of the Attorney General Franchise Bureau 500 South Second Street Springfield, Illinois 62706 (217) 782-4465</p>	<p>RHODE ISLAND Dep’t of Business Regulation Securities Div., Building 69, First Floor John O. Pastore Center - 1511 Pontiac Avenue Cranston, Rhode Island 02920 (401) 462-9527</p>
<p>INDIANA Secretary of State Franchise Section 302 West Washington, Room E-111 Indianapolis, Indiana 46204 (317) 232-6681</p>	<p>SOUTH DAKOTA Div. of Insurance Securities Regulation 124 South Euclid Avenue, 2nd Floor Pierre, South Dakota 57501 (605) 773-3563</p>
<p>MARYLAND Office of the Attorney General Securities Div. 200 St. Paul Place Baltimore, Maryland 21202-2021 (410) 576-6360</p>	<p>VIRGINIA State Corporation Commission Div. of Securities and Retail Franchising 1300 East Main Street, 9th Floor Richmond, Virginia 23219 (804) 371-9051</p>
<p>MICHIGAN Michigan Attorney General’s Office Corporate Oversight Div., Franchise Section 525 West Ottawa Street, 1st Floor Lansing, Michigan 48913 (517) 335-7567</p>	<p>WASHINGTON Dep’t of Financial Institutions Securities Div. PO Box 41200 Olympia WA 98504-1200 (360) 902-8760</p>
<p>MINNESOTA Minnesota Dep’t of Commerce 85 7th Place East, Suite 280 St. Paul, Minnesota 55101 (651) 539-1600</p>	<p>WISCONSIN Div. of Securities 4822 Madison Yards Way, North Tower Madison, Wisconsin 53705 (608) 266-2139</p>

EXHIBIT H-2: STATE AGENTS FOR SERVICE OF PROCESS

We intend to register this disclosure document as a “franchise” in some or all of the following states, if required by the applicable state law. If and when we pursue franchise registration (or otherwise comply with the franchise investment laws) in these states, we will designate the following state offices or officials as our agents for service of process in these states:

<p>CALIFORNIA Commissioner Dep’t of Financial Protection and Innovation 320 West Fourth Street, Suite 750 Los Angeles, California 90013-2344 (213) 576-7500 / Toll Free: (866) 275-2677</p>	<p>NEW YORK New York Secretary of State New York Dep’t of State One Commerce Plz, 99 Washington Av, 6th Fl. Albany, New York 12231-0001 (518) 473-2492</p>
<p>HAWAII Commissioner of Securities Dep’t of Commerce & Consumer Affairs Business Registration Div. Securities Compliance Branch 335 Merchant Street, Room 205 Honolulu, Hawaii 96813 / (808) 586-2722</p>	<p>NORTH DAKOTA North Dakota Securities Commissioner State Capitol 600 East Boulevard Avenue, Fifth Floor Bismarck, North Dakota 58505-0510 (701) 328-4712</p>
<p>ILLINOIS Illinois Attorney General 500 South Second Street Springfield, Illinois 62706 (217) 782-4465</p>	<p>RHODE ISLAND Director of Dep’t of Business Regulation Dep’t of Business Regulation Securities Div., Building 69, First Floor John O. Pastore Center - 1511 Pontiac Av. Cranston, Rhode Island 02920 (401) 462-9527</p>
<p>INDIANA Secretary of State Franchise Section 302 West Washington, Room E-111 Indianapolis, Indiana 46204 (317) 232-6681</p>	<p>SOUTH DAKOTA Div. of Insurance Director of the Securities Regulation 124 South Euclid Avenue, 2nd Floor Pierre, South Dakota 57501 (605) 773-3563</p>
<p>MARYLAND Maryland Securities Commissioner 200 St. Paul Place Baltimore, Maryland 21202-2021 (410) 576-6360</p>	<p>VIRGINIA Clerk of the State Corporation Commission 1300 East Main Street, 1st Floor Richmond, Virginia 23219 (804) 371-9733</p>
<p>MICHIGAN Michigan Attorney General's Office Corporate Oversight Div., Franchise Section 525 West Ottawa Street, 1st Floor Lansing, Michigan 48913 (517) 335-7567</p>	<p>WASHINGTON Director of Dep’t of Financial Institutions Securities Div. – 3rd Floor 150 Israel Road, Southwest Tumwater, Washington 98501 (360) 902-8760</p>
<p>MINNESOTA Commissioner of Commerce Minnesota Dep’t of Commerce 85 7th Place East, Suite 280 St. Paul, Minnesota 55101 / (651) 539-1600</p>	<p>WISCONSIN Div. of Securities 4822 Madison Yards Way, North Tower Madison, Wisconsin 53705 (608) 266-2139</p>

EXHIBIT I:**FORM OF GENERAL RELEASE**

The following is our current general release language that we expect to include in a release that a franchisee or transferor may sign as part of a renewal or an approved transfer. We have the right to periodically modify the release.

Franchisee, its officers and directors, its owners, and their respective agents, heirs, administrators, successors, and assigns (the "**Franchisee Group**"), hereby forever release and discharge, and forever hold harmless Happy's Pizza Franchise, LLC, its current and former affiliates and predecessors, and their respective shareholders, partners, members, directors, officers, agents, representatives, heirs, administrators, successors, and assigns (the "**Franchisor Group**"), from any and all claims, demands, debts, liabilities, actions or causes of action, costs, agreements, promises, and expenses of every kind and nature whatsoever, at law or in equity, whether known or unknown, foreseen and unforeseen, liquidated or unliquidated, which the Franchisee Group or its owners had, have, or may have against any member of the Franchisor Group, including, without limitation, any claims or causes of action arising from, in connection with or in any way related or pertaining, directly or indirectly, to the Franchise Agreement, the relationship created by the Franchise Agreement, or the development, ownership, or operation of the Franchised Business.

Each party represents and warrants to the others, and agrees, that it may later learn of new or different facts, but that still, it is that party's intention to fully, finally, and forever release all of the Demands that are released above. This includes the parties' waiver of state laws that might apply to limit a release (such as Calif. Civil Code Section 1542, which states that "[a] general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.") The Franchisee Group further indemnifies and holds the Franchisor Group harmless against, and agrees to reimburse them for any loss, liability, expense, or damages (actual or consequential) including, without limitation, reasonable attorneys', accountants', and expert witness fees, costs of investigation and proof of facts, court costs, and other litigation and travel and living expenses, which any member of the Franchisor Group may suffer with respect to any claims or causes of action which any customer, creditor, or other third party now has, ever had, or hereafter would or could have, as a result of, arising from, or under the Franchise Agreement or the Franchised Business. The Franchisee Group and its owners represent and warrant that they have not asserted (nor made an assignment or any other transfer of any interest in) the claims, causes of action, suits, debts, agreements, or promises described above.

EXHIBIT J: FRANCHISEE COMPLIANCE CERTIFICATION

Please do not complete or sign this certification if you are in (or buying a franchise to be operated in) one of the following states: California, Hawaii, Illinois, Maryland, Minnesota, New York, North Dakota, Rhode Island, Virginia, and Washington.

As you know, you and Happy’s Pizza Franchise, LLC (the “**Franchisor**” or “**we**” or “**our**” are preparing to enter into a Franchise Agreement for the establishment and operation of a “Happy’s Pizza Store” franchised business. The purpose of this Certification is to determine whether any statements or promises were made to you that we have not authorized and that may be untrue, inaccurate or misleading. Please review each of the following questions and statements carefully and provide honest and complete responses to each.

1. The following dates and information are true and correct:

a. _____,202__ The date of my first face-to-face meeting with any person to discuss the possible purchase of a franchise for a “Happy’s Pizza” franchised business.
 Initials _____

b. _____,202__ The date on which I received the Franchisor’s Franchise Disclosure Document (“**FDD**”).
 Initials _____

c. _____,202__ The date when I received a fully completed copy (other than signatures) of the Franchise Agreement and Addenda (if any) and all other documents I later signed.
 Initials _____

d. _____,202__ The date on which I signed the Franchise Agreement.
 Initials _____

2. Have you received and personally reviewed the Franchise Agreement and each Addendum and related agreement attached to it?

Yes _____ No _____

3. Do you understand all of the information contained in the Franchise Agreement, each Addendum and related agreement provided to you?

Yes _____ No _____

If no, what parts of the Franchise Agreement, Addendum, and/or related agreement do you not understand? (Attach additional pages, as needed.)

4. Do you understand that the Franchise Agreement contains a number of provisions that may affect your legal rights, including required mediation, designated locations or states for any judicial proceedings, a waiver of a jury trial, a waiver of punitive or exemplary damages, limitations on when claims may be filed, and other waivers and limitations?

Yes _____ No _____

5. Have you received and personally reviewed the FDD that we gave to you?

Yes _____ No _____

6. Did you sign a receipt for the FDD indicating the date you received it?

Yes _____ No _____

7. Do you understand all of the information contained in the FDD and any state-specific Addendum to the FDD?

Yes _____ No _____

If No, what parts of the FDD and/or Addendum do you not understand? (Attach additional pages, as needed.)

8. Did you discuss the benefits and risks of establishing and operating a “Happy’s Pizza” franchised business with an attorney, accountant, or other professional advisor?

Yes _____ No _____

If No, do you wish to have more time to do so?

Yes _____ No _____

9. Do you understand that the success or failure of your “Happy’s Pizza” franchised business will depend in large part upon your skills and abilities, competition from other businesses, interest rates, inflation, labor and supply costs, lease terms and other economic and business factors?

Yes _____ No _____

10. Did anyone speaking for us make any statement or promise to you about the revenues, profits, or operating costs of a "Happy's Pizza" franchised business operated by us or by our franchisees that is different from the information contained in the FDD?
- Yes _____ No _____
11. Did anyone speaking for us make any statement or promise to you about how much amount of money you may earn in operating the franchised business that is different from the information contained in the FDD?
- Yes _____ No _____
12. Did anyone speaking for us make any statement or promise about the total amount of revenue your "Happy's Pizza" franchised business will generate that is different from the information contained in the FDD?
- Yes _____ No _____
13. Did anyone speaking for us make any statement or promise regarding the costs you may incur in operating your "Happy's Pizza" franchised business that is different from the information contained in the FDD?
- Yes _____ No _____
14. Did anyone speaking for us make any statement or promise about the likelihood of success that you should or might expect to achieve from operating a "Happy's Pizza" franchised business?
- Yes _____ No _____
15. Did anyone speaking for us make any statement or promise, or make an agreement with you, about how much service and assistance we will provide to you (for example, concerning advertising, marketing, training, and support) that is different from the information contained in the FDD?
- Yes _____ No _____
16. Before today, did you enter into any binding agreement with us about the purchase of this franchise?
- Yes _____ No _____
17. Before today, have you paid us any money concerning the purchase of this franchise prior to today?
- Yes _____ No _____

18. If you have answered “Yes” to any of questions 10-17, please provide a full explanation of each “yes” answer in the following blank lines. (Attach additional pages, as needed, and refer to them below.)

If you have answered “no” to each of questions 10-17, please leave the following lines blank.

19. Do you understand that all disputes and claims you may have against us under the Franchise Agreement and the personal guarantee must be heard in the courts of Michigan (if the parties cannot resolve the matter informally or by mediation)?

Yes _____ No _____

20. Do you understand that the Franchise Agreement and the personal guarantee provides that you can only collect compensatory damages on any claim under or related to the Franchise Agreement and not any consequential or punitive damages?

Yes _____ No _____

21. Do you understand that the Franchise Agreement and the personal guarantee each include a waiver of jury trials?

Yes _____ No _____

22. Do you understand that the Franchise Agreement contains non-competition restrictions on you both during the term of the Franchise Agreement and after, and that any involvement by you in a “Competitive Business” (as defined in the Franchise Agreement) is a default under the Franchise Agreement?

Yes _____ No _____

23. Do you understand that the Franchise Agreement and the personal guarantee includes a statement that claims need to be brought within one year after they arise or they may no longer be brought after that time?

Yes _____ No _____

23. I spoke with the following persons from the Franchisor, its affiliates, and independent brokers about buying a “Happy’s Pizza” franchise:

24. I understand that no Agreement or Addendum will be effective until the Franchisor has signed.

Please understand that your responses to these questions are important to us and that we will rely on them.

This Certification is only meant to confirm whether certain facts are true. Nothing in this Certification is meant to be a waiver of any rights that you have under any law. None of our questions and none of your answers disclaim or negate any of any information that we have provided in our disclosure document.

I answered all of the questions above truthfully, completely, and understand that you will rely on my answers.

Please do not complete or sign this certification if you are in (or buying a franchise to be operated in) one of the following states: California, Hawaii, Illinois, Maryland, Minnesota, New York, North Dakota, Rhode Island, Virginia, and Washington.

FRANCHISE APPLICANT

Signed

Printed Name

_____, 202_____
Date

EXHIBIT K: STATE EFFECTIVE DATES

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

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

State	Effective Date
Illinois	<i>pending</i>
Indiana	<i>pending</i>
Maryland	<i>pending</i>
Michigan	<i>pending</i>
Minnesota	<i>pending</i>
New York	<i>pending</i>
Virginia	<i>pending</i>
Wisconsin	<i>pending</i>

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

EXHIBIT L-1:**RECEIPT**

This disclosure document summarizes certain provisions of the development agreement and the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If Happy's Pizza Franchise, LLC ("**HPF**") offers you a franchise, then HPF must provide this disclosure document to you at least 14 calendar days (and 10 business days in Michigan and Rhode Island, and the earlier of the first personal meeting or 10 business days in New York) before you sign a binding agreement with (or make a payment to) us or an affiliate in connection with the proposed development agreement or franchise agreement.

HPF is the franchisor and its offices are at 30955 Northwestern Hwy. Suite 300, Farmington Hills, Michigan 48334 (258.538.0000). The franchise seller is Casey Biehl (located at HPF's offices) and: _____.

Issuance date: July 14, 2025

HPF authorizes the state agencies identified on Exhibit H-2 to receive service of process for it in those states.

I received a Franchise Disclosure Document dated July 14, 2025 that included the following Exhibits:

- | | |
|---|--|
| A Financial Statements | G State-Specific Disclosures and Amendments to Agreements |
| B Franchise Agreement | H List of State Administrators and Agents for Service of Process |
| C Development Agreement | I Form of General Release |
| D List of Franchisees and Developers | J Franchisee Compliance Certification |
| E Franchisees and Developers That Left the System | K State Effective Dates |
| F Table of Contents of Manual | L Receipts |

Date Received

Prospective Franchisee

Name (Please print)

Address

Please keep this copy for your records

EXHIBIT L-2:**RECEIPT**

This disclosure document summarizes certain provisions of the development agreement and the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If Happy's Pizza Franchise, LLC ("**HPF**") offers you a franchise, then HPF must provide this disclosure document to you at least 14 calendar days (and 10 business days in Michigan and Rhode Island, and the earlier of the first personal meeting or 10 business days in New York) before you sign a binding agreement with (or make a payment to) us or an affiliate in connection with the proposed development agreement or franchise agreement.

HPF is the franchisor and its offices are at 30955 Northwestern Hwy. Suite 300, Farmington Hills, Michigan 48334 (258.538.0000). The franchise seller is Casey Biehl (located at HPF's offices) and: _____.

Issuance date: July 14, 2025

HPF authorizes the state agencies identified on Exhibit H-2 to receive service of process for it in those states.

I received a Franchise Disclosure Document dated July 14, 2025 that included the following Exhibits:

- | | |
|---|--|
| A Financial Statements | G State-Specific Disclosures and Amendments to Agreements |
| B Franchise Agreement | H List of State Administrators and Agents for Service of Process |
| C Development Agreement | I Form of General Release |
| D List of Franchisees and Developers | J Franchisee Compliance Certification |
| E Franchisees and Developers That Left the System | K State Effective Dates |
| F Table of Contents of Manual | L Receipts |

Date Received

Prospective Franchisee

Name (Please print)

Address

Please sign, date, and either mail this receipt page to Happy's Pizza Franchise, LLC at 30955 Northwestern Hwy., Suite 300, Farmington Hills, MI 48334, attn. Legal Department or scan and e-mail it to FDDReceipts@happypizza.com.