



®

FRANCHISE DISCLOSURE DOCUMENT

Crooked Pint, LLC
A Minnesota Limited Liability Company
1342 Grand Avenue
St. Paul, MN 55105
(651) 203-3100

www.crookedpintalehouse.com

We grant you the right to operate a restaurant (“Crooked Pint Ale House Restaurant” or “Restaurant”). Your Restaurant will have a unique urban pub theme in a casual/fast casual restaurant environment and will offer on-premises dining and carry-out and offer for sale a wide assortment of beer, burgers, sandwiches, entrees, and other products and beverages. In addition, a number of Restaurants, which will be existing franchisees, may be offered the opportunity to supplement their Restaurant’s product mix by also offering selected Green Mill on the Go® products in addition to their Crooked Pint® product offerings (each a “Co-Branded Shop”).

The total investment necessary to begin operation of a Crooked Pint Ale House Restaurant ~~is ranges~~ from ~~\$1,181,700 to~~ 1,191,800 - \$2,093,900 2,104,000 (not including land). This includes ~~the \$80,000 to \$136,200~~ 55,000 initial franchise fee (the “Initial Franchise Fee”) that must be paid to ~~the franchisor or affiliate~~s. If you choose to operate a Co-Branded Shop, an additional initial fee of \$20,000 applies, bringing the total Initial Franchise Fee to \$75,000.

The total investment necessary to begin operation under a Multi-Unit Development Agreement (“MUDA”) is ~~\$1,249,200 to~~ 1,274,300 - \$2,318,900 2,186,500. This includes ~~\$107,500 to \$112,500~~ 82,500 that must be paid upfront to the franchisor ~~or affiliate, which amount represents 50% of the initial franchise fee and amounts that must be paid to the franchisor or affiliate for the first Restaurant and 50% of the initial franchise fee paid for each additional Restaurant to be developed under the MUDA (assuming three Restaurants)~~ an affiliate when the MUDA is signed, as these amounts reflect half of the Initial Franchise Fee for each Restaurant. If you enter into a MUDA, you are required to develop at least three (3) Restaurants.

This document (“Disclosure Document”) summarizes certain provisions of your agreement (“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 fourteen (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 Paul Dzubnar or Mary Jule Erickson at 1342 Grand Avenue, St. Paul, MN 55105 and (651) 203-3100.

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 contracts 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~~ 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: ~~May 29~~ August 22, 2024 2025

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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 Exhibit FG .
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 B includes financial statements. Review these statements carefully.
Is the franchise system	Item 20 summarizes the recent history of the number of company-owned
Will my business be the only Crooked Pint Ale House business in	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	Items 3 and 4 tell you whether the franchisor or its management have
What’s it like to be a Crooked Pint Ale House franchisee?	Item 20 or Exhibit FG lists current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

What You Need To Know About Franchising *Generally*

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

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

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

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

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

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

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

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

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

Special Risks to Consider About *This* Franchise

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

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

2. Supplier Control. You must purchase all or nearly all of the inventory or

supplies that are necessary to operate your business from the franchisor, its affiliates, or suppliers that the franchisor designates, at prices the franchisor or they set. These prices may be higher than prices you could obtain elsewhere for the same or similar goods. This may reduce the anticipated profit of your franchise business.

3. Royalty Payments, Advertising and Other Payments. You must make minimum royalty, advertising, and other 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. 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, 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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ITEM 1
THE FRANCHISOR, AND ANY PARENTS, PREDECESSORS AND AFFILIATES

To simplify the language in this Franchise Disclosure Document (“FDD”), “we” or “us” mean Crooked Pint, LLC, the Franchisor. “You” means the person or entity that buys the franchise. If the franchisee is a corporation, partnership or other entity, “you” also may mean its owners.

The Franchisor, Parents, Predecessors and Affiliates

We are a Minnesota limited liability company that was formed on June 15, 2011. We maintain our principal business office at 1342 Grand Avenue, St. Paul, Minnesota 55105. Our telephone number is (651) ~~2033100~~203-3100. We do business under the names “Crooked Pint” and “Crooked Pint Ale House.” We have not operated a business similar to the one being franchised. We began offering franchises in May 2012.

Hightop Brands, LLC, our parent entity, is a Minnesota limited liability company formed as Hightop Hospitality, LLC on January 1, 2018, and ~~then changed its name to~~renamed Hightop Brands, LLC on April 27, 2018, ~~and is our parent entity~~ (“HB” or “Parent”).

We have three (3) affiliates that ~~need to be~~are included in this ~~Franchise Disclosure Document.~~FDD. The first affiliate, Green Mill Restaurants, LLC (“GMR”), ~~which is a~~is Minnesota limited liability company formed on September 2, 2010, ~~is~~and the owner of the “Green Mill” marks and restaurant concept. GMR has not operated a business similar to the type being franchised, nor has it offered Crooked Pint Ale House Restaurants. GMR and its predecessor, Green Mill Restaurants, Inc. (“GMR Predecessor”) have offered Green Mill ~~Restaurant~~restaurant franchises since 1991. It has not offered franchises in other lines of business.

The second affiliate is GMR, Inc., a Minnesota corporation formed ~~in~~on November 12, 2010. GMR, Inc. provides management and administrative services to us. It has not operated Crooked Pint Ale House restaurants, and it has not offered franchises in any line of business.

The third affiliate is Green Mill On The Go, LLC (“GMOTG”), a Minnesota limited liability company formed on June 9, 2022. GMOTG has not operated a business similar to the type being franchised, nor has it offered Crooked Pint franchises. GMOTG ~~has~~formerly offered Green Mill on the Go® franchises ~~since~~starting on June 9, 2022, which were previously offered by GMR since July 2021. It has not offered franchises in other lines of business.

Our Parent, ~~and all three affiliates~~—GMR, GMR, Inc., and GMOTG ~~all have~~ share the same principal business address as ~~ours~~us. We ~~have a contractual arrangement with GMOTG under which certain franchised Crooked Pint Ale House Restaurant locations sell, in addition to Crooked Pint products, selected Green Mill on the Go® products (each, a “Co-Branded Shop”). Information about this supplemental product offering and the Co-Branded Shops appear in the GMOTG Addendum attached as~~ Exhibit D.

The names and addresses of our agents for service of process are listed on **Exhibit A**.

We or any affiliate may, in the future, own other restaurants and/or offer restaurant franchises which operate under tradenames, logos and service marks other than the Crooked Pint Ale House Restaurants, but may be similar to and, depending upon their location, may compete with your Crooked Pint Ale House Restaurant. We may periodically offer to manage restaurants in addition to Crooked Pint Ale House Restaurants which, depending upon their location, may compete with your Crooked Pint Ale House Restaurant.

The Franchise

[2025 Crooked Pint, LLC Franchise Disclosure Document](#)
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We grant you the right to operate a Crooked Pint Ale House Franchised Restaurant (~~the “Restaurant”~~) under the terms of ~~a Franchise Agreement (“Franchise Agreement”)~~. Your Restaurant will have a casual/fast casual restaurant urban pub theme and will offer on-premise dining and carry-out and offer for sale a wide assortment of beer, burgers, sandwiches, entrees and other products and beverages (“Menu Items”). We also may permit franchisees to offer delivery or catering services. You must prepare the Menu Items in accordance with our specified recipes and serve in accordance with our specified standards.

Regardless of which Mark you operate under, you must operate your Restaurant under the unique Crooked Pint Ale House system (“System”). The System is characterized by distinctive layout, service style, design, signs, decor, furnishings, recipes, procedures and techniques, all of which we may change. Crooked Pint Ale House Restaurants range in size from 2,500 to 7,000 square feet with seating capacity for 100 to 260

people.

We also offer qualified franchisees the right to develop multiple Restaurants under the terms of a ~~MUDA-~~ ~~or Multi-Unit-Development Agreement~~. If you sign a MUDA, you will sign our then-current form of Franchise Agreement for each Restaurant developed under your MUDA.

The Market and Competition

Your Restaurant will offer food products to the general public, and the sales are not seasonal. The market for the Restaurant is highly competitive. Your competitors include other restaurant businesses, particularly those offering similar food products and alcoholic beverages, including national or regional franchise systems and other chains. We believe that the market for delivery, carry-out and on-premises pub environment dining is developing.

Licenses and Permits

Laws exist in every state that govern the food service industry (including health, sanitation and safety regulations regarding food storage, preparation and safety) and the sale of liquor. You must comply with these laws and other laws that apply to businesses generally. In addition to laws and regulations that apply to businesses generally, your Restaurant will be subject to various federal, state and local government regulations, including those relating to site location and building construction, such as the Americans with Disabilities Act; storage, preparation and sale of food products, including meat products, and sale of alcoholic beverages; and health, sanitation and safety regulations relating to food service, as well as any state or local executive orders that may limit in-restaurant seating and related matters during the COVID-19 pandemic. It is your sole responsibility to obtain and keep in force all necessary licenses and permits required by public authorities, including an alcoholic beverage vendor's license and to comply with all PCI (Payment Card Industry) Data Security standards. You should consult with your attorney concerning all laws and regulations that may affect your Restaurant operations.

ITEM 2 **BUSINESS EXPERIENCE**

Member, Chairman of the Board, President and Chief Executive Officer – Paul Dzubnar

Mr. Dzubnar has served as our Chairman of the Board and Chief Executive Officer since our inception in June 2011. He has also served as GMR's Director, Chairman of the Board and Chief Executive Officer since June 2010. Mr. Dzubnar was the President and Chief Operating Officer for ~~GMR's predecessor, Green Mill Restaurants, Inc. ("the GMR Predecessor")~~ from September 2007 to June 2010, and was a shareholder of the GMR Predecessor from October 2003 through May 2010.

Vice President of Finance – Jaclyn Davern

Ms. Davern has served as our Vice President of Finance since April 2022. Ms. Davern has worked for Crooked Pint, GMR, and HB in the accounting department since 2004. Ms. Davern also served as a Controller since February 2009.

Member and Secretary – Michael Drummer

Mr. Drummer has served as our Secretary since June 2011. He has also served as GMR's Director and Secretary since June 2010. Mr. Drummer's principal occupation is land development and construction, and [he](#) also owns tree farms and a landscape business. Mr. Drummer ~~also~~ has held an interest in the entities that own the Green Mill restaurants in Eagan (April 2007 - 2017), Lakeville (February 2005 - 2014), Rochester

(August 2006 – April 2016), St. Cloud (August 2010 - present), St. Paul (June 2010 - present), and Minneapolis, Minnesota (December 2010 - December 2016), ~~and~~ as well as the Crooked Pint Ale ~~Houses~~House Restaurant in Fargo and Grand Forks, North Dakota (October 2008 - present).

Chief Operating Officer – Timothy Kreiser

Mr. Kreiser has served us and GMR as Chief Operating Officer since January 1, 2018. Mr. Kreiser served as GMR’s Vice President of Operations from June 2013 through December 2017. Mr. Kreiser served as Director of Operations for us and GMR from June 2010 through May 2013.

Member and Chief Marketing Officer – John Hinz

Mr. Hinz has been a member and Chief Marketing Officer since July 2012. He has also served as a member of and as the Chief Marketing Officer of GMR since July 2012.

Director of Training – Ashley MacDonald

Ms. MacDonald has served as our Director of Training since August 2016. From June 2010 through July 2016, she served as General Manager and Regional Manager for GMR, ~~and she~~, Ms. MacDonald also served as Corporate Trainer of GMR Predecessor from May 2008 through May 2010.

ITEM 3
LITIGATION

No litigation is required to be disclosed in this Item.

ITEM 4
BANKRUPTCY

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

ITEM 5
INITIAL FEES

The following is a description of our standard initial fees:

Initial Franchise Fee:

You pay an initial franchise fee (the “Initial Franchise Fee”) of \$~~45,000~~55,000 when you sign a Franchise Agreement. The Initial Franchise Fee is a lump sum payment, fully earned upon receipt, and is not refundable. We will use the Initial Franchise Fee in part to cover the direct and indirect costs associated with you purchasing and opening a Restaurant including training, manuals, opening assistance, legal fees

and general overhead. The Initial Franchise Fee is generally uniform for all new franchisees who will operate just 1 (one) Restaurant. In ~~2023~~2024, we did not collect any Initial Franchise Fees.

To become a Co-Branded Shop and offer select Green Mill on the Go® products, an additional \$20,000 cost is required for renovations. As a result, the total Initial Franchise Fee increases to \$75,000 for a Co-Branded Shop. Information about this supplemental product offering and the Co-Branded Shops appear in the GMOTG Addendum attached as **Exhibit D.**

Development Fee.

If you sign a MUDA, the Initial Franchise Fee is ~~\$45,000~~\$55,000 for each Restaurant. Upon signing the MUDA, you pay a lump sum, non-refundable development fee (the “Development Fee”) equal to ~~\$22,500~~ (+)\$27,500 (half of the Initial Franchise Fee) for each Restaurant to be opened under the MUDA. ~~\$22,500~~\$27,500 of the Development Fee is credited against the Initial Franchise Fee for each Restaurant upon the signing of the Franchise Agreement. The balance of ~~\$22,500~~\$27,500 is paid upon signing of the individual Franchise Agreement. In ~~2023~~2025 so far, we did not collect any Development Fees.

Grand Opening Advertising:

At least thirty (30) days before the opening of your Crooked Pint Ale House Restaurant, you must pay us a grand opening allowance (the “Grand Opening Allowance”) in the amount of \$25,000. We will use this Grand Opening Allowance for purposes of providing and conducting an advertising, public relations and promotional program in connection with the grand opening of your Crooked Pint Ale House Restaurant. We will determine in our sole business judgment when, where and how to spend the funds on your behalf. Within thirty (30) days after the grand opening of your ~~restaurant~~Restaurant, we will provide you with an accounting as to the expenditure of the funds and refund to you any portion of the Grand Opening Allowance that was not expended by us on your behalf.

Opening Team Expenses:

You will reimburse us (or our affiliates) for the travel expenses and the prorated salaries and benefits for the trainers (the “Opening Team Expenses”) who, as part of the Initial Training Program, will assist ~~on-site~~on-site at your Restaurant for the two (2) week period before your ~~Store~~Restaurant opening and the two (2) week period after your Restaurant opening (see Item 11). These expenses will total between \$15,000 and \$20,000. Upon completion of the trainers’ assistance, we (or our affiliates) will send you an invoice for the actual amount of Opening Team Expenses due from you to us or our ~~affiliate~~affiliates (as applicable). You must pay this invoice within thirty (30) days.

**ITEM 6
OTHER FEES**

Type of Fee (4) <u>Note 1</u>	Amount	Due Date	Remarks
Royalty Fee (5)	4% of Gross Sales (2)(3)	Paid by electronic funds transfer by the 10th day of each month for the previous month or accounting period (4)	
Advertising Fee (5)	Up to 3% of Gross Sales (2)	Paid by electronic funds transfer by the 10th day of each month or accounting period for the previous month (4)	Currently 1 1/2% of Gross Sales (6)
Local Advertising (6)	1/2% of Gross Sales (2)	Periodically	If we designate a local advertising cooperative, your local advertising expenditure can be used for the cooperative advertising contribution. (7)

<u>Royalty Fee (Note 5)</u>	<u>4% of Gross Sales (Notes 2 and 3)</u>	<u>Paid by electronic funds transfer by the 10th day of each month for the previous month or accounting period (Note 4).</u>	<u>N/A.</u>
<u>Advertising Fee (Note 5)</u>	<u>Up to 3% of Gross Sales (Note 2)</u>	<u>Paid by electronic funds transfer by the 10th day of each month or accounting period for the previous month (Note 4).</u>	<u>Currently 1.5% of Gross Sales (Note 6)</u>
<u>Local Advertising (Note 6)</u>	<u>0.5% of Gross Sales (Note 2)</u>	<u>Periodically.</u>	<u>If we designate a local advertising cooperative, your local advertising expenditure can be used for the cooperative advertising contribution. (Note 7)</u>
Grand Opening Allowance	\$25,000	Paid to us at least <u>thirty (30)</u> days before opening your Restaurant.	You must perform a grand opening if you relocate the Restaurant or reopen the Restaurant after having it closed for <u>thirty (30)</u> days or more.
Audits	Cost of audit plus interest at the maximum rate allowable by law (not to exceed 11/21 <u>1.5%</u> per month)	Immediately upon receipt of bill.	You pay for cost of audit only if it shows an understatement of your Gross Sales, Royalty Fees, or Advertising Fees by 1.25% or more from data reported to us.

Transfer Fee (8)	\$12,500	Upon application for consent to transfer	You must pay a \$5,000 deposit at the time you submit the transfer application. We have the right to increase the deposit above \$5,000 and up to \$12,500 if we believe our costs and expenses will exceed \$5,000. We will refund the \$5,000 (or any increased deposit amount) less our costs and expenses (including our time) if the transfer is not completed. If the transfer proceeds, the \$7,500 balance is due to us prior to closing of the transfer and the entire \$12,500 transfer fee becomes nonrefundable at that time.
Remodeling (9)	\$300,000 to \$650,000 (10)	As remodeling occurs (not more often than once every 7 years)	Remodeling does not include general maintenance, routine maintenance, painting, replacing worn carpet, replacing worn furniture, and refreshing.
Renewal Fee (10)	\$20,000	30 days prior to the end of the expiring term	

<p><u>Late Transfer Fee</u> (Note 8)</p>	<p>\$150 for each delinquent report or payment <u>12,500</u></p>	<p>Automatically upon next Electronic Transfer of Funds Upon application for consent to transfer.</p>	<p>You must pay a <u>\$5,000</u> deposit at the time you submit the transfer application. We have the right to increase the deposit above <u>\$5,000</u> and up to <u>\$12,500</u> if we believe our costs and expenses will exceed <u>\$5,000</u>. We will refund the <u>\$5,000</u> (or any increased deposit amount) less our costs and expenses (including our time) if the transfer is not completed. If the transfer proceeds, the <u>\$7,500</u> balance is due to us prior to closing of the transfer and the entire <u>\$12,500</u> transfer fee becomes nonrefundable at that time.</p>
<p>Insurance <u>(1) Remodeling</u> (Note 9)</p>	<p>\$20,000-300,000 to \$40,000-650,000 for annual premiums (Note 10)</p>	<p>When premiums are due As remodeling occurs (not more often than once every seven (7) years).</p>	<p>See Items 7 and 8 for more information on insurance <u>Remodeling</u> does not include general maintenance, routine maintenance, painting, replacing worn carpet, replacing worn furniture, and refreshing.</p>
<p><u>Renewal Fee</u> (Note 10)</p>	<p><u>\$20,000</u></p>	<p><u>Thirty (30) days prior to the end of the expiring term.</u></p>	
<p><u>Late Fee</u></p>	<p><u>\$150 for each delinquent report or payment</u></p>	<p><u>Automatically upon next electronic transfer of funds.</u></p>	
<p>Quality Control Inspections <u>(1) Insurance</u></p>	<p>\$1,500 annually for SMG inspections <u>20,000-\$40,000 for annual premiums</u></p>	<p>Paid to us annually in the first period of every year for SMG and monthly for our inspections and</p>	<p>In addition to the \$1,500 for SMG inspections, you must reimburse us for our costs, including food and beverage costs, associated with conducting quality control</p>

(Note 11)		samplings When premiums are due.	inspections or samplings See Items 7 and 8 for more information on insurance.
Additional Training (13)	Our then standard rate for training (currently \$1,000 for your on-site general manager and \$750 each for your kitchen manager, assistant kitchen manager, and dining room manager) together with actual employment-related travel, lodging and meal expenses of any trainees. Additional Training fees payable to us for assistant kitchen manager and dining room manager, only if you request, and we agree, to conduct such management training on your behalf.	Unspecified for payment to us. Balance is payable as required by entities providing travel, lodging, meals and associated services to trainees.	Any new on-site general manager and kitchen manager must complete the management training program we administer; in addition, any new assistant kitchen manager, and dining room manager must successfully complete our management training program, which you may administer directly to such employees.
Indemnification	Varies	Upon Demand	You must indemnify us against certain losses and expenses under the Franchise Agreement.

<p><u>Quality Control Inspections</u> (Note 12)</p>	<p><u>\$1,600 annually for SMG inspections</u></p>	<p><u>Paid to us annually in the first period of every year for SMG and monthly for our inspections and samplings.</u></p>	<p><u>In addition to the \$1,600 for SMG inspections, you must reimburse us for our costs, including food and beverage costs, associated with conducting quality control inspections or samplings.</u></p>
<p><u>Additional Training</u> (Note 13)</p>	<p><u>Our then-standard rate for training (currently \$1,000 for your on-site general manager and \$750 each for your kitchen manager, assistant kitchen manager, and dining room manager) together with actual employment related travel, lodging and meal expenses of any trainees. Additional training fees payable to us for assistant kitchen manager and dining room manager, only if you request, and we agree, to conduct such management training on your behalf.</u></p>	<p><u>Unspecified for payment to us. Balance is payable as required by entities providing travel, lodging, meals and associated services to trainees.</u></p>	<p><u>Any new on-site general manager and kitchen manager must complete the management training program we administer; in addition, any new assistant kitchen manager, and dining room manager must successfully complete our management training program, which you may administer directly to such employees.</u></p>
<p><u>Indemnification</u></p>	<p><u>Varies</u></p>	<p><u>Upon Demand.</u></p>	<p><u>You must indemnify us against certain losses and expenses under the Franchise Agreement.</u></p>
<p>Technology Fee (Infinity Service provided by Ingage I.T.)</p>	<p>3.99% of Gross Sales run through credit card processing system (processing revenue), with a monthly minimum of \$3,400. In addition, there is a \$229.99 monthly KDS connection fee</p>	<p>As of the date of the FDD, paid by electronic funds transfer by the 10th day of each month for the previous month or accounting period to INGAGE I.T. (Note 4)</p>	<p>Includes Credit Card Processing Fees as well as Point of Sale <u>point of sale</u> equipment and maintenance, gift card processing, MSP, online ordering, wi-fi, KDS, and loyalty programs (Note 14)</p>
<p>Academy Fee</p>	<p>\$1,200 annually for hands on and eLearning training access</p>	<p>Paid to us annually in the first period of every year.</p>	<p>Yearly fee covers online access to both hands on and eLearning training materials, video, testing, and forms.</p>

Notes:

(1) You pay all fees to us unless otherwise noted. All fees are uniformly imposed and non-refundable unless otherwise noted with respect to the transfer fee deposit discussed in this Item 6 and in Note 8 below.

(2) The gross sales (“Gross Sales ~~includes~~”) include the total revenues and receipts from the sale of all products, services and merchandise sold in your Restaurant, including any vending or similar activities in your Restaurant or on its premises as well as all use or license fees. Gross Sales does not include sales tax. In addition, you will pay all state and local taxes, including, without limitation, taxes denominated as income or franchise taxes, that may be imposed on us as a result of our receipt or accrual of the Initial Franchise Fee, the Royalty Fee, the Advertising Fee and other fees that are referenced in your agreements with us, whether assessed against you through withholding or other means or whether paid by us directly. In either case, you will pay to us (and to the appropriate governmental authority) such additional amounts as are necessary to provide us, after taking such taxes into account (including any additional taxes imposed on such additional amounts) with the same amounts that we would have received or accrued had such withholding or other payment, whether by you or by us, not been required.

(3) The Royalty Fee for the first half of the initial term of the Franchise Agreement will be an amount equal to four percent (4%) of Gross Sales. The Royalty Fee for the second half of the initial term of the Franchise Agreement will be an amount equal to the greater of (i) four percent (4%) of Gross Sales or (ii) the Royalty Fee being charged by us under our form of franchise agreement being used by us at any time during the second half of the initial term (or, if no form of franchise agreement is being used by us on such date, the Royalty Fee being charged by us under our latest form of franchise agreement), provided that the Royalty Fee may not be increased by more than one-half percent (1/2%) at any time during the initial term of the Agreement. The amount of the Royalty Fee for any renewal term will be that provided in the franchise agreement executed for such renewal term.

(4) If there are insufficient funds from which to pay the fee when due, the amount due will bear interest at the highest applicable legal rate up to a maximum of ~~1 1/2~~ one and one-half percent (1.5%) per month from the date due.

(5) If you fail to open your ~~restaurant~~ Restaurant in accordance with the terms of your Franchise Agreement, you may request an extension to your opening date. It is our right, but not our obligation, to grant you an extension. If we grant an extension, you must pay estimated ~~Royalties and~~ royalties and the advertising fees (the “Advertising Fees”) from the date you were scheduled to open, according to your Franchise Agreement. The estimated fees will

be based on the prior year's average gross sales of all restaurants in the system or, if no such restaurants are available, any other reasonable methodology we select.

(6) The Advertising Fee is paid to us for deposit in an Advertising Fund. The expenses for local advertising must be paid by you directly to the vendors. We reserve the right to increase the Advertising Fee upon sixty (60) days written notice to you, up to a maximum of three percent (3%) of Gross Sales, provided, however, that we may not increase the Advertising Fee by more than one-half (0.5%) ~~^{1/2%}~~ per year. See Item 11 for more information on advertising.

(7) As further described in Item 11, we may designate a local advertising market and require you to contribute to, and participate in, an advertising cooperative. Each Restaurant in the market, including our company and affiliate-owned (excluding Special Sites), will be a member of the advertising cooperative. Each Restaurant will have one vote per Restaurant. The contribution amount designated by the cooperative must be on a percentage of Gross Sales basis and per Restaurant, and must be at least ~~^{1/2}~~one-half percent (0.5%).

(8) The transfer fee for a Restaurant is reduced if part of a simultaneous multiple restaurant

transfer - \$12,500 for the first Restaurant, \$2,500 for the second through the tenth Restaurants with no additional transfer fee beyond the tenth Restaurant. If, however, our costs and expenses in reviewing and processing the transfer, including attorneys' fees, exceed the applicable transfer fee, then in addition to the transfer fee you agree to cover those additional costs and expenses (including our time).

(9) You pay remodeling costs directly to approved third party vendors or contractors. You will not be required to remodel more than once every seven (7) years.

(10) Six (6) months before the end of the term of your Franchise Agreement, if you want to renew the term of your Franchise Agreement, you must have complied with your remodeling obligations and, in addition, you must perform any further items of modernization and/or replacement of the building, premises, trade dress, equipment and grounds as may be necessary for your Restaurant to conform to the standards then applicable to new Crooked Pint Ale House Restaurants, regardless of the cost of such modernizations and/or replacements, unless we determine that you should relocate your Restaurant because your ~~Authorized Location~~authorized location no longer meets our then-current site criteria, in which case you must relocate the Restaurant (Sections 4.B, 5.D and 5.E of the Franchise Agreement).

(11) This estimate includes all risk coverage, business interruption insurance, comprehensive general liability insurance, liquor liability coverage, commercial automobile liability and other forms of required insurance. You pay insurance premiums directly to third party insurers. You must deliver to us at commencement of your Restaurant operations and annually a proper certificate evidencing the existence of the required insurance coverage including naming Crooked Pint, LLC as an additional insured. See Item 8 for more information on insurance.

(12) We have the right to evaluate the operation of your Restaurant at any time. As of the date of the Franchise Disclosure Document, you must use Service Management Group (SMG), as they are our designated supplier for customer surveys on food, service, value, problem resolution, and more. We have retained SMG to provide us with quantitative surveys collecting structured and unstructured customer feedback about single location level experiences.

(13) If we schedule your pre-opening on site training and the Restaurant is not ready for opening as scheduled, resulting in a delay to the scheduled opening date, you are responsible for the costs to change/adjust travel and lodging arrangements, potential lost wages, and/or additional time for our representatives in connection with the delay and all other related expenses.

(14) You are required to use ITmation Corporation (~~dbad/b/a~~ “Ingage I.T.”) as the exclusive provider for the following services at your Restaurant: credit card processing, gift card processing, managed service

provider (“MSP”) services, online ordering, wi-fi, KDS, and loyalty programs (collectively referred to as “Infinity Service”). A copy of the form Ingage I.T. Service Agreement is included as part of **Exhibit I**. In order to qualify for the Infinity Service, you agree to implement a “cash discount” method of payment for customers and related requirements. The Technology Fee of 3.99% of Gross Sales run through your Restaurant’s credit card processing system (processing revenue), with any minimum due within 10 days of notice. The Technology Fee is paid directly to Ingage I.T. In the event the Service Agreement is terminated for any reason other than a material breach by Ingage I.T., you agree to pay an early termination fee equal to: (i) if termination occurs during the initial term of the Service Agreement, the cost of the Property (as defined in Addendum A to your Service Agreement) times a fraction the numerator which shall equal the number of whole or partial calendar months left in the initial term and the denominator which shall equal the number of months in the initial term plus an amount equal to a percentage multiplied by the average credit and debit card sales for each month in the initial term remaining in the Service Agreement, and (ii) if termination occurs after the initial term, the cost of any new Property installed within the last

twelve (12) months under the Service Agreement plus an amount equal to a percentage multiplied by the average credit

and debit card sales for each month of the renewal term remaining in the Service Agreement. In addition to Ingage I.T, you are required to use our designated supplier, Restaurant 365, for our approved accounting and inventory management software at a current monthly cost of \$281. All technology-related fees are subject to change from time to time. A copy of the form Restaurant 365 Agreement also is included as part of **Exhibit I**.

Additionally, please note that other fees associated with the renovation of the Restaurant into a Co-Branded Shop to offer select Green Mill on the Go® products are detailed on the GMOTG Addendum attached as **Exhibit D**.

ITEM 7
ESTIMATED INITIAL INVESTMENT

The following is an estimate of the total costs to construct and open a typical CROOKED PINT ALE HOUSE Restaurant in (i) a leased strip shopping center location and (ii) as a Co-Branded Shop:

ESTIMATED INITIAL INVESTMENT
(Leased Strip Shopping Center Location)

Type of Expenditure (Note 1)	Amount	Method of Payment	When Due	To Whom Payment Is to be Made
Initial Franchise Fee	\$45,000 <u>\$55,000</u>	Lump Sum	Due in full upon execution of the Franchise Agreement	Us
Training-Related Expenses (Note 2)	Approximately \$60,000 to \$70,000	As Arranged	During Training	Us, Employees, or Our Affiliates, Hotels and Restaurants
Rent Security Deposit and First Month's Rent (Note 3)	Approximately \$0 to \$22,000	As Incurred	As Negotiated with Landlord	Landlord

Leasehold Improvements (Note 4)	Approximately \$650,000 to \$850,000	As negotiated with Contractors, Architects	Before Opening	Contractors, Architects and Engineers
Equipment and Trade Fixtures (Note 5)	Approximately \$264,000 to \$867,000	As Arranged	As Negotiated with Suppliers	Suppliers
Signage	Approximately \$18,000 to \$40,000	As Arranged	As Negotiated with Contractor	Contractor
Opening Inventory and Smallwares (Note 6)	Approximately \$50,000 to \$65,000	As Arranged	As Negotiated with Suppliers	Suppliers
Insurance (Note 7)	\$5,000 - \$10,000	As Arranged, but typically up to 25% down	As Negotiated with the Insurance Company	Insurance Company
Initial Advertising and Promotional	\$25,000	Lump Sum	Due in full thirty (30) Days Before Opening	Us
Miscellaneous Start- Up costs	Approximately \$8,000 to \$12,200	As Arranged	As Negotiated with Vendors or Suppliers	Vendors or Suppliers

Liquor License (Note 9)	Approximately \$4,000 to \$10,000	As Incurred	Before Opening	Licensing Authority
Quality Control Inspection Fee	\$1,500 <u>1,600</u> annually	As Arranged	Annually in the first period of every year for SMG and monthly for our inspections and samplings	Us
Academy Fee	\$1,200 annually	As Arranged	Annually in the first period of every year	Us
Additional Funds - 3 months (Note 10)	Approximately \$50,000 to \$75,000	As Arranged	As Negotiated with Vendors, Suppliers and Employees	Vendors, Suppliers and Employees
<u>TOTAL</u>	<u>\$1,191,800 -</u> <u>\$2,104,000</u>			

ESTIMATED INITIAL INVESTMENT
(Co-Branded Shop) (Note 11)

<u>Type of Expenditure</u> <u>(Note 1)</u>	<u>Amount</u>	<u>Method of Payment</u>	<u>When Due</u>	<u>To Whom Payment Is to be Made</u>
<u>Initial Franchise Fee</u>	<u>\$20,000</u>	<u>Lump Sum</u>	<u>Due in full upon execution of the Franchise Agreement</u>	<u>Us</u>

<u>Training-Related Expenses</u> (Note 12)	<u>\$5,000 to \$25,000</u>	<u>As Arranged</u>	<u>During Training</u>	<u>Us or Our Affiliates, Hotels and Restaurants</u>
<u>Leasehold Improvements</u> (Note 13)	<u>\$50,000 to \$125,000</u>	<u>As negotiated with Contractors, Architects and</u>	<u>Before Opening</u>	<u>Contractors, Architects and Engineers</u>
<u>Equipment and Trade Fixtures</u> (Note 14)	<u>\$50,000 to \$300,000</u>	<u>As Arranged</u>	<u>As negotiated with Suppliers</u>	<u>Suppliers</u>
<u>Signage</u>	<u>\$5,000 to \$20,000</u>	<u>As Arranged</u>	<u>As negotiated with Contractor</u>	<u>Contractor</u>
<u>Opening Inventory and Smallwares</u> (Note 15)	<u>\$5,000 to \$20,000</u>	<u>As Arranged</u>	<u>As negotiated with Suppliers</u>	<u>Suppliers</u>
<u>Insurance</u> (Note 16)	<u>\$2,000 to \$10,000</u>	<u>Typically due in lump sum.</u>	<u>As negotiated with the Insurance Company</u>	<u>Insurance Company</u>
Initial Advertising and Promotional Costs (8 Note 17)	<u>\$5,000 to \$25,000 15,000</u>	Lump Sum	Due in full <u>thirty (30 Days Before Opening) days prior to opening</u>	Us

<p>Miscellaneous Start-Up costs<u>Start-Up Costs</u></p>	<p>Approximately \$8,000<u>5,000</u> to \$12,200<u>10,000</u></p>	<p>As Arranged</p>	<p>As Negotiated<u>negoti</u> <u>ated</u> with Vendors or Suppliers</p>	<p>Vendors or Suppliers, <u>or us</u></p>
<p>Liquor License (9)</p>	<p>Approximately \$4,000 to \$10,000</p>	<p>As Incurred</p>	<p>Before Opening</p>	<p>Licensing Authority</p>

Quality Control Inspection Fee	\$1,500 annually	As Arranged	Annually in the first period of every year for SMG and monthly for our inspections and samplings	Us
Academy Fee	\$1,200 annually	As Arranged	Annually in the first period of every year	Us
Additional Funds – <u>three (3) months</u> (<u>10</u> Note 18)	Approximately \$50,000 <u>5,000</u> to \$75,000 <u>35,000</u>	As Arranged	As Negotiated <u>negotiated</u> with Vendors, Suppliers and Employees	Vendors, Suppliers and Employees
TOTAL	\$1,181,700 <u>152,000</u> - \$2,093,900 <u>580,000</u>			

Notes:

(1) Except for rental security deposits, utility deposits and the Initial Franchise Fee in the circumstances described in Items 5 and 11 of this Disclosure Document, generally none of these expenditures by you are refundable under any circumstances. Also, we do not offer direct or indirect financing to our franchisees for any of these expenditures.

(2) See Items 6 and 11 of this ~~Disclosure Document~~ disclosure document. We do not charge you a fee to attend our initial training program, although you will bear all costs for you and your required employees to attend such training. Of the total amount for “Training-Related Expenses” referenced in the above chart, you can expect that approximately \$15,000 to \$20,000 may be payable to us or our affiliates for Opening Team Expenses, as noted in Items 5 and 11.

(3) You will need 4,000 to 7,000 square feet for your Crooked Pint Ale House Restaurant. Typically, Crooked Pint Ale House Restaurants are located in strip centers, are physically connected to hotels, or are in a freestanding building on a pad site in a mall or other retail area. The rental and related charges will vary substantially depending upon the location, but the fixed rent will generally range from \$10,000 to \$17,000 per month. You may also be required under the terms of your lease to pay your landlord common area maintenance fees, property taxes and percentage rent based upon the sales from your Crooked Pint Ale House Restaurant. The rental security deposit may under certain circumstances, be refundable in whole or in part under the terms of your lease.

(4) Depending upon your arrangement with your landlord, if any, you may be required to pay for remodeling, decorating and leasehold improvements costing from \$650,000 to \$850,000. The landlord may contribute to some of these costs or make financing available to you.

(5) You must purchase or lease the equipment and trade fixtures necessary to operate your Crooked Pint Ale House Restaurant. It is estimated that the purchase price of the equipment and trade fixtures will range from \$264,000 to \$867,000, depending upon whether the equipment is new or used, transportation costs and other factors. The equipment includes the hardware and software for the POS

System and related components for the Infinity Service described in Items 6, 8 and 11 and the Ingage I.T. ~~Service~~Services Agreement, including Addendum A. The estimated value of the Infinity Service hardware and software for the opening of the Restaurant is approximately \$38,400 to \$43,400. There is no charge for these initial Infinity Service items other than the 3.99% Technology Fee for the Infinity Service, plus an on-boarding fee paid directly to Ingage I.T. in an amount between \$2,500 to \$5,000, which is included in the estimate included in Item 7.

(6) Opening Inventory includes items such as food, beverage and paper product inventory, dishes, glassware, silverware and smallwares.

(7) You must purchase and pay for comprehensive general liability insurance, commercial motor vehicle liability insurance, products liability insurance, personal property insurance, worker's compensation insurance, liquor liability insurance and such other insurance as we may reasonably require and/or as may be required by applicable law. If you fail to maintain the required insurance, we may, but are not required to, obtain any or all of the insurance that you must obtain and maintain. You must reimburse us for all costs and expenses that we incur upon demand.

(8) At least thirty (30) days before your Crooked Pint Ale House Restaurant opens for business, you must pay us a Grand Opening Allowance in the amount of \$25,000. We will use the Grand Opening Allowance solely for the purpose of conducting an advertising and promotional program for the grand opening of your Crooked Pint Ale House Restaurant. We will return to you any portion of the Grand Opening Allowance not used on your behalf within 30 days after your grand opening.

(9) In some municipalities, you may be required to purchase a previously issued liquor license from its current owner. Depending upon supply and demand, you may be required to pay substantially more than the amount indicated.

(10) This estimates the funds you will need during the initial 3-month phase of your Crooked Pint Ale House Restaurant. In addition to having a reserve for unforeseen contingencies, it is estimated that you will expend this for initial wages and fringe benefits, insurance premiums and other operating costs. Your working capital requirements may increase or decrease, depending upon the location and size of your Crooked Pint Ale House Restaurant, number of employees, labor rates, minimum wage laws, costs of goods and supplies, various utility deposits, other economic factors and whether you will own or lease the furniture, fixtures, equipment and signs. These figures are estimates and we cannot guarantee that \$50,000 to \$75,000 will be sufficient or that substantial additional working capital will not be required.

In the event you construct a free standing building for your Crooked Pint Ale House Restaurant or otherwise purchase a building for your Crooked Pint Ale House Restaurant, you should anticipate that your initial investment will be substantially higher.

We have prepared these estimates based upon our and our affiliated entities respective experiences (more than twenty-five (25) years), including information that we have collected from franchisees. Except as expressly indicated otherwise, these estimates cover your initial cash investment up to the opening of your Crooked Pint Ale House Restaurant. They do not provide for your cash needs to cover any financing incurred by you or your other expenses. Similarly, the above estimates do not include the cost of acquiring the land or preparing the site for your Crooked Pint Ale House Restaurant. You should not plan to draw income from the operation during the start-up and development stage of your business, the actual duration of which will vary materially from Crooked Pint Ale House Restaurant to Crooked Pint Ale House Restaurant and cannot be predicted

by us for your Crooked Pint Ale House (and which may extend for longer than the 3-month “initial phase” described in Note 10). You must have additional sums available, whether in cash or through a bank line of credit, or have other assets, which you may liquidate or against

which you may borrow, to cover any other expenses and operating losses that you may sustain, whether during your start-up and development stage, or beyond.

The amount of necessary reserves will vary greatly from franchisee to franchisee and will depend upon many factors, including the rate of growth and success of your business, which in turn will depend upon certain factors, including the demographics and economic conditions in the area in which your Crooked Pint Ale House Restaurant is located, the presence of other bars and restaurants in the vicinity of your proposed Crooked Pint Ale House Restaurant, your ability to operate efficiently and in conformance with our recommended method of doing business, and competition. Because the exact amount of reserves will vary from operation to operation and cannot be meaningfully estimated by us, we urge you to retain the services of an experienced accountant or financial advisor to develop a business plan and financial projections for your particular operation.

(11) To become a Co-Branded Shop and offer select Green Mill on the Go® products, an additional \$20,000 cost is required for renovations. As a result, the total Initial Franchise Fee increases to \$75,000 in for a Co-Branded Shop. The chart is attached here for convenience, but further information about this supplemental product offering appears in the GMOTG Addendum attached as Exhibit D.

(12) See Items 6 and 11 of this Disclosure Document. We do not charge you a fee to attend our initial training program, although you will bear all costs for you and your required employees to attend such training. Of the total amount for “Training-Related Expenses” referenced in the above chart, you can expect that approximately \$5,000 to \$10,000, payable to us or our affiliate for Opening Team Expenses, as noted in Items 5 and 11.

(13) Depending upon your arrangement with your landlord, if any, you may be required to pay for remodeling, decorating and leasehold improvements costing from \$50,000 to \$125,000. The landlord may contribute to some of these costs or make financing available to you.

(14) You must purchase or lease the equipment and trade fixtures necessary to operate your Co-Branded Shop. It is estimated that the purchase price of the equipment and trade fixtures will range from \$50,000 to \$250,000, depending upon whether the equipment is new or used, transportation costs and other factors. For your Co-Branded Shop, the equipment includes the hardware and software for the POS System and related components for the Infinity Service described in Items 6, 8 and 11 and the Ingage I.T. Service Agreement, including Addendum A. The estimated value of the Infinity Service hardware and software for the opening of the Restaurant is approximately \$38,400 to \$43,400. There is no charge for these initial Infinity Service items other than the agreed upon Technology Fee for the Infinity Service, plus an on-boarding fee paid directly to Ingage I.T. in an amount between \$2,500 to \$5,000, which is included in the estimate included in Item 7.

(15) Opening Inventory includes items such as food and paper product inventory.

(16) You must purchase and pay for comprehensive general liability insurance, motor vehicle liability insurance (including liability insurance for your delivery drivers), products liability insurance, personal property insurance, worker’s compensation insurance, and such other insurance as we may reasonably require and/or as may be required by applicable law. If you fail to maintain the required insurance, we may, but are not required to, obtain any or all of the insurance that you must obtain and maintain. You must reimburse us for all costs and expenses that we incur upon demand.

(17) At least thirty (30) days before your Co-Branded Shop opens for business, you must pay us a Grand Opening Allowance in the amount of \$5,000 to \$15,000. We will use the Grand Opening Allowance solely for the purpose of conducting an advertising and promotional program for the grand opening of your Co-Branded Shop. We will return to you any portion of the Grand Opening Allowance

not used on your behalf within thirty (30) days after your grand opening.

(18) This estimates the funds you will need during the initial 3-month phase of your Co-Branded Shop. In addition to having a reserve for unforeseen contingencies, it is estimated that you will expend this for initial wages and fringe benefits, insurance premiums and other operating costs. Your working capital requirements may increase or decrease, depending upon the location and size of your Co-Branded Shop, number of employees, labor rates, minimum wage laws, costs of goods and supplies, various utility deposits, other economic factors and whether you will own or lease the furniture, fixtures, equipment and signs. No assurance can be given that \$5,000 to \$35,000 will be sufficient or that substantial additional working capital will not be required for a Co-Branded Shop.

**ESTIMATED INITIAL INVESTMENT
(Multi-Unit Development Agreement)**

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment Is to be Made
Estimated Initial Investment for First Restaurant (<u>Note 1</u>)	\$1,181,700 <u>1,191,800</u> - \$2,093,900 <u>2,104,000</u>	As outlined in table above	As outlined in table above	As outlined in table above
<u>Development Fee (Note 2)</u>	<u>\$82,500</u>	<u>Lump sum</u>	At time of signing of <u>MUDA</u>	<u>Us</u>
Development Fee (2)	\$67,500-	Lump Sum	of Multi-Unit Agreement	Us
Total (<u>Note 3</u>)	\$1,249,200 <u>1,274,300</u> - \$2,318,900 <u>2,186,500</u>			

(1) This amount reflects the total estimated initial investment needed to open your first Restaurant as outlined in Item 7 above, including the ~~\$45,000~~55,000 Initial Franchise Fee. If you sign a ~~Multi-Unit Development Agreement~~MUDA, you will pay us a ~~Development Fee~~development fee as described ~~below~~in Exhibit D.

(2) The amount of the ~~Development Fee~~development fee will depend on how many Restaurants you agree to open. If you enter into a MUDA, you are required to develop at least three (3) Restaurants. The \$82,500 cost reflects the Development Fee for three (3) Restaurants, each at \$27,500.

(3) You should be aware that your initial investment for your second and subsequent Restaurants likely will be higher than the above estimates for your first Restaurant due to inflation and other economic factors that may vary over time.

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

In order to ensure a uniform image and uniform quality of products and services throughout the Crooked Pint Ale House system, you must maintain and comply with our quality standards. Although you are not required to purchase or lease real estate from us or our affiliates, we must accept the location of your

Restaurant (see Item 11). We also have the right, but not the obligation, to review and to approve or disapprove any lease for the Restaurant premises. You and the landlord must execute the form of Lease Addendum attached [as Appendix C](#) to the Franchise Agreement. You must construct and equip your Restaurant in accordance with our then-current approved design, specifications and standards.

In addition, it is your responsibility to insure that your building plans comply with the Americans with Disabilities Act and all other federal, state and local laws. You also must use equipment (including hardware and software for a restaurant point-of-sale system, our restaurant accounting and inventory software, and audio/video equipment), signage, fixtures, furnishings, products, ingredients, credit card processor, supplies and advertising materials that meet our specifications and standards.

We provide you with a list of approved manufacturers, suppliers and distributors (“Approved Suppliers List”) and approved inventory products, fixtures, furniture, equipment, signs, stationary, paper products, supplies and other items or services necessary to operate the restaurant (“Approved Supplies List”). The Approved Supplies List may specify the specific manufacturer of a specific product or piece of equipment. As further detailed below, from time to time we, an affiliate, or a third party vendor or supplier may be the only approved supplier for certain products or services. For example, as of the date of this ~~Disclosure Document~~disclosure document:

- 1) ~~Coca-Cola North America is the sole supplier of certain beverages and related equipment and supplies;~~
- 2) ~~US Foodservice is the sole source of supply for certain foods, beverages, supplies and smallwares, and other products and services;~~
- 3) ~~EcoLab is the sole supplier of certain cleaning products, supplies and equipment leases;~~
- 4) ~~Don Farleo Advertising & Design Co. is the sole supplier of certain advertising, marketing, web design and promotional items;~~
- 5) ~~SMG is the sole supplier of our customer survey program;~~
- 6) ~~Restaurant 365 is the sole supplier of our Accounting and Inventory software; and~~
- 7) ~~Ingage I.T. is the sole supplier of our ~~Point of Sale~~point of sale hardware and software, MSP, on-line ordering, KDS, Wi-Fi, Loyalty Programs, Gift Card and credit card processing (a copy of the current Ingage I.T. agreements are included as **Exhibit I**).~~

In addition, we or our affiliates are the sole source of Opening Team (as defined herein) trainers, related labor, and other training materials, all of which you must use in connection with the opening of your restaurant. You will pay the then-current price in effect for all purchases you make from us or an affiliate. These lists also may include other specific products without reference to a particular manufacturer, or they may set forth the specifications and/or standards for other approved products. We may revise the Approved Suppliers List and Approved Supplies List. We give you the approved lists as we deem advisable.

One of our officers owns stock in a publicly held company which is our designated supplier of soft drinks.

Except for products and services that are available from a single source, you must notify us in writing if you want to offer for sale at the Restaurant any brand of product, or to use in the operation of the Restaurant any brand of food ingredient or other material, item or supply that is not then approved by us, or to purchase any product from a supplier that is not then designated by us as an approved supplier. If requested by us, you must submit samples and other information as we require for testing or to otherwise determine whether the product, material or supply, or the proposed supplier meets our specifications and quality standards. We generally will notify you of supplier approval or disapproval within 60-90 days of our receipt of all the

information and samples we request. You must pay all costs of the inspection and evaluation and the actual cost of the test. The supplier also may be required to sign a supplier agreement. We may re-inspect the

facilities and products of any supplier of an approved supplier or item and revoke our approval of any supplier or item that fails to continue to meet any of our criteria. We will send written notice of any revocation of an approved supplier or item.

We may supply you with uniforms, promotional materials, menus and other materials utilizing our registered logo at our cost plus a markup for handling. Although you currently are not required to purchase such goods from us, the goods purchased must comply precisely with our specifications and may, as a

practical matter, be unavailable from other sources. We reserve the right to derive income from your purchase of such goods or services. As of the date of this Disclosure Document, neither we nor any of our affiliates are approved suppliers of any other goods, fixtures or services other than any promotional material and services we elect to provide pursuant to the Franchise Agreement.

We apply the following general criteria in approving a proposed supplier: 1) ability to provide services or to make product in conformity with our unique and special specifications; 2) willingness to protect the secrets behind the uniqueness of a product without dissemination to others; 3) production and delivery capability; 4) reputation and integrity of supplier; 5) financial condition and insurance coverage of the supplier; and 6) ability to provide the product and/or service to at least 80% of the then existing Crooked Pint Ale House Restaurants.

You must purchase and maintain in full force and effect, at your sole expense and from a company we accept, insurance that insures both you and us, our affiliates and any other persons we designate by name. The insurance policy or policies shall be written in accordance with the standards and specifications (including minimum coverage amounts) set forth in writing by us from time to time, and, at a minimum, shall include the following (except as different coverages and policy limits may be specified for all franchisees from time to time in writing): (i) property insurance on the Restaurant, restaurant improvements and all fixtures, equipment, supplies and other property used in the operation of the Restaurant (including, but not limited to, fire, Replacement Cost, extended coverage, vandalism and malicious mischief); (ii) business interruption insurance that covers your loss of income and our Royalty Fees; (iii) comprehensive general liability insurance with a minimum limit of \$1,000,000 (including, but not limited to, coverage for personal injury, products and contractual liability); (iv) umbrella insurance with a minimum limit of \$3,000,000 that is required to sit over auto liability, employers liability, liquor liability, and general liability; (v) \$1,000,000 liquor liability insurance; (vi) commercial automobile liability insurance on all owned, hired, rented and non-owned vehicles; (vii) workers' compensation and employer's liability insurance covering all of your employees; and (viii) such other insurance as we may from time to time reasonably require, under one or more policies of insurance containing coverage, from time to time prescribed by us. All policies must be issued by an insurance carrier rated "A" or better by Alfred M. Best & Company, Inc. In addition, the required liability insurance must (i) name Crooked Pint, LLC and affiliates (collectively, "Franchisor Entities") as additional insureds; (ii) provide severability of interests and/or separation of insureds coverage; and (iii) be primary and non-contributory with any insurance policy carried by the Franchisor Entities. The policies shall provide that we must receive at least 30 days' prior written notice of termination, expiration, cancellation, modification or reduction in coverage of any such policy. All liability policies and workers compensation insurance must include a waiver of subrogation.

You must deliver to us at commencement and thereafter annually or at our request a proper certificate evidencing the existence of such insurance coverage and your compliance with the provisions of this ~~subparagraph~~subsection. The insurance certificate must show compliance with all required insurance specifications. We also may request copies of all policies. We may from time to time modify the required minimum limits and require additional insurance coverage, by providing written notice to you, as conditions require, to reflect changes in relevant circumstances, industry standards, experiences in the Crooked Pint Ale House system, standards of liability and higher damage awards. If you do not procure and maintain the insurance coverage required by this Agreement, we have the right, but not the obligation, to procure insurance coverage and to charge the costs to you, together with a reasonable fee for the expenses we incur in doing so. You must pay these amounts to us immediately upon written notice. Your obligation to obtain and maintain the insurance described herein shall not be limited in any way by reason of any insurance we procure and maintain.

Although not required, we recommend that you consider the following insurance coverage typically found in restaurant operations: Employment Practices Liability; Food Contamination-Loss of Income; Food

Contamination-Trade Name Restoration; Employee Benefit Liability; Employee Dishonesty; Flood; Earthquake; Back-up of Sewer & Drain; Money & Securities; Interior & Exterior Glass; Machinery & Equipment Breakdown; Utility Interruption-Loss of Income; Inland Marine; and Cyber Liability.

Although we require certain insurance coverage and have recommended other coverages, we do not guarantee that the required or recommended insurance will be adequate to fully protect your assets. You should therefore consult with an insurance professional to determine what coverage, in addition to the minimum required coverage, may be needed for you and your Restaurant.

Except for the required purchases described in this Item 8, you are not required to purchase or lease any other goods or services for the operation of the Restaurant from us, our affiliates or from designated sources.

We and our affiliates reserve the right to receive payments or other consideration from suppliers in connection with your purchase of goods, products and services as described in this Item 8, as well as in connection with any future purchase of any goods, products or services. Most of these payments are calculated on an amount based on products sold to you and to our affiliate-owned restaurants. We will retain and use such payments as we deem appropriate or as required by the vendor or by manufacturers. Our revenues from all required purchases and leases of products and services to franchisees from suppliers for the year ended December 31, ~~2023~~2024, totaled \$~~558,052~~590,507 or ~~25.8~~27.0% of our total revenues of \$~~2,159,320~~2,184,657 as noted in the financial statements included as an exhibit to this Franchise Disclosure Document. In addition, suppliers contributed \$~~74,257~~88,843 to the Advertising Fund.

In addition to the rebates, discounts and allowances described above in this Item 8, it is possible that we may derive rebates or other income from your purchase of goods or services from other vendors, suppliers and/or food processors. In addition, it is possible that the current discounts, rebates and/or allowances may be terminated and/or amended from time to time.

We do not currently participate in any purchasing or distribution cooperatives. We may negotiate purchase arrangements with suppliers, including price terms, for the benefit of our franchisees but not on behalf of individual franchisees. We do not provide material benefits (for example, renewal or granting additional franchises) to you based on your purchase of particular products or services or use of particular suppliers.

You can expect items purchased or leased in accordance with our specifications will represent approximately 80% of total purchases you will make to begin operations of the business and over 80% of the ongoing costs to operate the business.

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	<p>Section in Franchise Agreement (“FA”), Multi- Unit Development Agreement (“MUDA”) and Ingage I.T’s Infinity Services Agreement (“ISA”)</p> <p><u>Unit Development Agreement (“MUDA”) and Ingage I.T’s Infinity Services</u></p>	Disclosure Document Item
a.	Site selection and acquisition/lease	FA: Sections 2.A and 5.A MUDA MUDA: Section 4	Items 7 and 11
b.	Pre-opening purchases/leases	FA: Sections 5.A, 5.F and 6.C MUDA MUDA: None	Items 5, 6, 7 and 8

c.	Site development and other pre-opening requirements	FA: Sections 5.A and 5.B MUDMUDA : Sections 2 and 4 ISA: Sections II and III	Items 7, 8 and 11
d.	Initial and ongoing training	FA: Sections 7.B and 7.C MUDMUDA : None ISA: Section VI	Items 5, 6 and 11
e.	Opening	FA: Sections 2.C and 5.A MUDMUDA : Section 4	Items 5 and 11
f.	Fees	FA: Sections 9.A-C MUDMUDA : Section 3 ISA: Addendum A	Items 5, 6 and 7
g.	Compliance with standards and policies/Operations Manual	FA: Sections 6.A-P MUDMUDA : Section 5	Items 6, 7, 8, 11, 14 and 16
h.	Trademarks and proprietary information	FA: Sections 3.A-E and 6.J MUDMUDA : Section 6B	Items 13 and 14
i.	Restrictions on products/services offered	FA: Sections 2.D and 2.E MUDMUDA : None	Items 6, 7, 8, 11, and 16
j.	Warranty and customer services requirements	FA: Sections 2.E and 6.L MUDMUDA : None	Items 6 and 11
k.	Territorial development and sales quotas	FA: Sections 2.B and 2.D MUDMUDA : Section 2	Item 12
l.	Ongoing product/service purchases	FA: Sections 6.A-C MUDMUDA : None ISA: Sections II and III	Items 6, 7 and 8
m.	Maintenance, appearance and remodeling requirements	FA: Sections 5.B-E MUDMUDA : None	Items 8 and 11
n.	Insurance	FA: Section 10.D MUDMUDA : None ISA: Section X	Items 6, 7 and 8
o.	Advertising	FA: Sections 8.A-F and 9C MUDMUDA : None	Items 6, 7 and 11
p.	Indemnification	FA: Section 10.B MUDMUDA : None ISA: Section 13.4	None
q.	Owner's participation/management/staffing	FA: Sections 7.A-E MUDMUDA : None	Items 11 and 15
r.	Records/reports	FA: Sections 9.D, 9.G and 9.H MUDMUDA : None	Item 11

s.	Inspections/audits	FA: Sections 5.C, 6.G and 9.H MUD <u>MUDA</u> : None	Items 6 and 11
t.	Transfer	FA: Sections 11.A-G MUD <u>MUDA</u> : Section 8 ISA: Section 15.8	Items 6 and 17
u.	Renewal	FA: Sections 4.A-B MUD <u>MUDA</u> : None	Items 6 and 17
v.	Post-termination obligations	FA: Sections 14.A-C MUD <u>MUDA</u> : None	Item 17
w.	Non-competition covenants	FA: Section 10.D MUD <u>MUDA</u> : None	Item 17
x.	Dispute resolution	FA: Sections 12.A and 12.B MUD <u>MUDA</u> : Section 9 ISA: Section 15.6	Item 17
y.	Other	Not Applicable	Not Applicable

ITEM 10
FINANCING

We do not offer direct or indirect financing. We do not guarantee 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 you open your Restaurant, we will:

1. Provide you with site selection criteria and general building and design requirements for your Restaurant (Franchise Agreement, Sections 5.A and B).
2. Provide you with either a written copy or an electronic copy of the manuals (or electronic access to the manuals) that detail the specifications and procedures incidental to the operation of the Restaurant (Franchise Agreement, Section 6.I).

3. Approve all new ~~restaurant~~Restaurant opening promotional materials and advertising to be used by you that comply with our then-current standards (Franchise Agreement, Sections 8.B and F).
4. Provide the training programs described below (Franchise Agreement, Sections 7.B and C).

Ongoing Assistance:

During the operation of your Restaurant, we will:

1. Maintain the Advertising Fund (Franchise Agreement, Section 8.A).
2. Provide updates to the Approved Suppliers and Approved Supplies Lists (Franchise Agreement, Section 7.C).
3. Make periodic visits to your Restaurant as we reasonably determine to be necessary to provide consultation and guidance. We have the right to require that ~~you~~ an individual who has management responsibility relating to the sale and operation of the Restaurant (the "Control Person") be present during these visits. Our representatives who visit your Restaurant may prepare written reports outlining any suggested changes or improvements in the operation of your Restaurant or detailing any defaults which become evident. We will give a copy of this written report to you. We shall advise you of any problems arising out of the operation of your Restaurant as disclosed by the report or by our inspection (Franchise Agreement, Section 6.G).
4. Provide refresher training courses as we determine necessary and require you to attend. We may provide these training programs without charge; however, you must pay all expenses for you and your employees, including training materials, travel and living expenses (Franchise Agreement, Section 7.C).

Our Obligations Under the Multi-Unit Development Agreement

A developer signs the Franchise Agreement for the first Restaurant at the time the MUDA is signed. Our obligations under the Franchise Agreement apply to a developer. Each time a developer signs another Franchise Agreement, our obligations are activated for the new Restaurant to be established. We do not have any separate obligations under the MUDA.

Marketing

We are currently collecting Advertising Fees at the rate of ~~1¹/₂~~ 1.5% of Gross Sales, but we reserve the right to collect up to 3% of your Gross Sales for deposit into the advertising and development fund (the "Fund").

We own and administer the Fund. The Fund is not a trust or escrow account, and we do not have any fiduciary obligations with respect to the Fund. We may use the Fund for various purposes, including, but not limited to: (1) salaries, benefits and any other payments made to employees or any other individual or entity providing services to the Fund, and administrative costs and salaries for marketing support personnel and operating expenses; (2) broadcast or print advertising; (3) the creation, development and production of advertising and promotional materials (*i.e.*, print ads, radio, film and television commercials, videotapes, direct mail pieces and other print advertising); (4) any marketing or related research and development; and (5) advertising and marketing expenses, including product and food research and development, services provided by advertising agencies, public relations firms or other marketing, research or consulting firms or

agencies, menu designs, customer incentive programs, sponsorships, marketing meetings and sales incentives, development of our website and intranet system, internet access provider costs, subscriptions to industry newsletters or magazines.

We determine the use of the monies in the Fund. We are not required to spend any particular amount on marketing, advertising or promotion in the area in which your Restaurant is located. During our 2023 fiscal year, we spent the Advertising Fund as follows:

Advertising Agency	18 15%
Production/Printing	13 17%
Media Placement/Online	33 35%
Web Design	1%
Development	3%
Social Media	6 7%
Administration/Other	26 22%

We will pay the same Advertising Fee for company and affiliate owned restaurants (except for Special Sites) as similarly situation franchised restaurants. We will prepare an annual accounting of the Fund and will make it available for your review upon your request. We may use outside advertising agencies. We may be reimbursed for administrative costs and overhead incurred in administering the Fund. We will not make any expenditure from the Fund primarily to help us sell franchises, but we may use the funds to develop, administer and maintain our web site and to attend regional and national trade shows to promote our name and system.

In addition to the Advertising Fee, you also must spend at least ~~1/2~~0.5% of your Gross Sales on local advertising and promotion. You may only use your own advertising material if we have approved it before its use. You must obtain our written approval of all promotional and advertising materials, creative execution and media schedules prior to their implementation.

We have the right to establish and maintain local advertising cooperatives, based on designated marketing areas. If a local or regional advertising cooperative is formed or organized in your market, you will be required to participate and contribute. The contribution amount designated by the cooperative must be on a percentage of Gross Sales basis and per Restaurant, and must be at least ~~1/2~~0.5%. The ~~1/2~~0.5% required spending on local advertising and promotion described in the previous paragraph may be used as your contribution to the cooperative. Each Crooked Pint Ale House Restaurant within an advertising cooperative, including Crooked Pint Ale House Restaurants owned by us or our affiliates, will be a member of the cooperative and have one vote per restaurant. Each advertising cooperative will be required to adopt governing bylaws that meet our approval and that we may require the cooperative to amend from time to time. We will provide each advertising cooperative with a sample form of bylaws that the cooperative must use and we must approve, containing certain terms and conditions that we require, although the bylaws cannot modify the voting structure set forth in this paragraph. The advertising cooperatives must submit to us its meeting minutes upon our request. All advertising cooperatives must obtain our written approval of all promotional and advertising materials, creative execution and media schedules prior to their implementation. The members of each cooperative and their elected officers will be responsible for the administration of the advertising cooperative. We reserve the right to administer the cooperatives' funds and require payment from its members via electronic funds transfer. Each advertising cooperative must engage the services of a professional media buyer or advertising agency, as we determine the need exists, that meets with our approval and has expertise in the industry and in the particular market. Also, we may require that each advertising cooperative have an independent certified public accountant prepare annual financial statements, which if required, will be available to us and to all franchisee members of the cooperative. We have the right to require advertising cooperatives to be formed, changed, dissolved

or merged.

Grand Opening Allowance

At least thirty (30) days before the grand opening of your Crooked Pint Ale House Restaurant, you must pay a Grand Opening Allowance to us in the amount of \$25,000. We will use the Grand Opening Allowance for the purpose of conducting an advertising, public relations and promotional program in connection with the grand opening of your restaurant. We will spend this Grand Opening Allowance in such manner as we deem to be in the best interest of your Crooked Pint Ale House Restaurant. Within thirty (30) days after the opening of your Crooked Pint Ale House Restaurant, we will provide you with an accounting of the use of the allowance and will refund any portion of the allowance which has not been spent. Pending the expenditure

or return of the Grand Opening Allowance, it will be held in a separate non-interest bearing account.

Information System

You must record all sales on information systems that we have approved and report your Gross Sales daily via our intranet. You must enroll in the Ingage Infinity Service Program. Under this program Ingage I.T. will be your exclusive technology provider for POS, Merchant Services, Gift Processing, MSP, Online Ordering, Wi-Fi, KDS, Loyalty and all other connected services related to or in conjunction with those services (“Infinity Service”). Under Infinity Service, Ingage I.T. agrees to supply the required hardware and software to operate the Infinity Service Program. At no cost to you, and concurrent with the commencement of your Term, Ingage I.T. will provide training necessary for selected personnel to operate the Infinity Service during the Term as well as standard Remote & On-Site Support.

The current form of Ingage I.T. Agreement is included as part of **Exhibit I**. Initial cost of equipment for an average sized Crooked Pint Ale House totals approximately \$38,400 to \$43,400 and is covered by the Technology Fee of 3.99% assessed on all credit card sales. It includes maintenance, hardware, updating, and upgrading for all services other than KDS QSR Automations Monthly Subscription Fee. Fees charged by Ingage I.T. include a one-time Onboarding Fee, which for an average sized Crooked Pint Ale House will total between \$2,500 to \$5,000, a Travel Fee of \$2,100 and an ongoing monthly KDS QSR Subscription Fee of \$299.99 as of the date of this Disclosure Document.

You must also purchase, at your expense, such other computer or information processing equipment as may be required by us for use in your Crooked Pint Ale House Restaurant, which as of the date of this Disclosure Document includes Restaurant 365 (our approved accounting and inventory management software) at a current monthly cost of \$281. We require the 4-4-5 Period Accounting method in conjunction with Restaurant 365. There are no contractual limitations in the Franchise Agreement on the frequency and cost of the upgrading or updating of the computer hardware or software which we may require you to make.

We may independently access the information system and retrieve, analyze, download and use all software, data and files stored or used on the information system. We may access the information system through our intranet, in your Restaurant, or from other locations. You must store all data and information that we designate and report data and information in the manner we specify, including through our intranet or other online communications. You also must maintain a phone line and a separate modem dedicated for the sole use of allowing our information system to interface and communicate with your information system and you may need to purchase software designated by us for this to occur. You also must have your restaurant connected to the internet using a connection method we approve, currently DSL or Cable modem. You must have a permanent internet email account. You understand that the data storage, phone line, modem, communication software, internet access, internet email account and all additional hardware and software needed to implement and maintain these services is at your cost.

Site Selection

You select the site for the Restaurant within the area designated in the Franchise Agreement. We provide you with site selection criteria. You must verify to us that your site complies with our site selection criteria. We do not select or endorse your site. However, within 45-60 days from the date you submit all required information, we will notify you in writing whether or not we have any objections to the site you proposed. You may not proceed to develop a Restaurant on the site unless we have accepted/approved of the site in writing. Our identification of, or acceptance/approval of, a site does not constitute a guarantee, recommendation or assurance as to the success of the site or your Restaurant, instead our acceptance of the site simply means that the site meets our then-current site selection standards or guidelines. The site selection factors considered by us in deciding whether or not to object to the location may include the following: (a) demographics; (b) traffic patterns; (c) visibility; (d) business mix; (e) ability to obtain liquor

license; (f) ability to reflect image to be portrayed by Crooked Pint Ale House businesses; and (g) adequacy of signs and image.

For future restaurants developed under a MUDA, we will use our then-current standards for site selection.

You must execute and provide to us an executed copy of your lease (including an executed copy of the Lease Addendum) or the purchase agreement for the selected and accepted site within 120 days from the date of execution of the Franchise Agreement. If you fail to have your “site under control” (execute the lease or the purchase agreement within the periods set forth in this Section), we will have the right to terminate the Franchise Agreement without opportunity to cure (Franchise Agreement, Section 13.B.2).

Typical Length of Time Before You Open Your Restaurant

The typical length of time between the signing of the Franchise Agreement, or the first payment of any consideration for the franchise, and the opening of your business is approximately 12-15 months. Factors that may impact this length of time may include whether you have a site selected upon execution of the Franchise Agreement and your ability to obtain a site, prepare a site survey, arrange leasing and financing, make leasehold improvements, install fixtures, equipment, and signs, decorate the Restaurant, meet local requirements, obtain inventory, obtain liquor permit, and similar factors.

If you have not selected a site at the time the Franchise Agreement is signed, you have 90 days to do so or we may terminate the Franchise Agreement. You must begin operations by the Required Open Date (as defined by your MUDA or Franchise Agreement). If you fail to begin operations by the Required Open Date, we may terminate the Franchise Agreement (Franchise Agreement, Sections 2.C and 13.B.2).

Furthermore, you must start substantial construction of your Restaurant at least 150 days before the deadline to open your Restaurant if your Restaurant will be in a free standing location or at least 120 days before the deadline to open your Restaurant if your Restaurant will be in a non-free standing location. Failure to meet these deadlines may result in termination of your Franchise Agreement. In addition, on or before the deadlines to start construction you must submit to us, if requested, executed copies of any loan documents and any other document that proves that you have secured adequate financing to complete the construction of your Restaurant by the date you are obligated to have your Restaurant open and in operation, plus a notice identifying the name of your general contractor. In the event that you fail to comply with any of these obligations, we will have the right to terminate the Franchise Agreement (Franchise Agreement, Sections 5.B and 13.B.2). In addition, we may require you to provide us weekly development and construction progress reports in the form we designate from the date you begin development until the date you open the Restaurant. For instance, you may be required to contact the designated project manager and provide construction manual checklists and digital photos during construction on a weekly basis. We may require you to spend an additional amount on overtime in order to begin operations by the Required Open Date

should you fall behind your construction schedule in either of the following instances: (i) you fail to have a complete structural, mechanical, electrical and plumbing rough-in cover-up inspection by [seventy \(70\)](#) days prior to opening for a free-standing building and [forty \(40\)](#) days prior to opening for a non-free standing building; or (ii) you fail to have “permanent power” by [twenty-five \(25\)](#) days prior to receipt of certificate of occupancy. The overtime must be spent for after-hours electrical inspections, installations, and connections to building and/or build-out space.

Manuals

In lieu of an operations manual, the operational standards and procedures are provided to you ~~in the~~[through our online training program, Crooked Pint Academy](#). You will be provided with access to the Academy upon full execution of the Franchise Agreement. A screen capture of the table of contents for the Academy is provided in **Exhibit JK**.

Training

Not more than 120 days but not less than thirty (30) days before the opening of your Restaurant, we will provide the following initial in-restaurant training and familiarization course to train at least four (4) people from your management team (including your Control Person, Unit General Manager and your assistant managers) which the attendees must complete to our satisfaction:

Training Program

Subject	Hours of Classroom	Hours of On-the-job Training	Location
Crooked Pint Ale House Objectives	2 Hours		Mpls./St. Paul, Minnesota area
Front of House Operations	15-20 Hours	160-280 Hours	Mpls./St. Paul, Minnesota area
Back of House Operations	10-15 Hours	40-120 Hours	Mpls./St. Paul, Minnesota area
Human Resources	4-6 Hours		Mpls./St. Paul, Minnesota area
Accounting	8-25 Hours		Mpls./St. Paul, Minnesota area
Marketing	2-4 Hours		Mpls./St. Paul, Minnesota area
Building Maintenance and Procedures	1-3 Hours		Mpls./St. Paul, Minnesota area
TOTAL HOURS	Up to <u>75 Hours</u>	Up to <u>400 Hours</u>	

Our pre-opening management training consists of preliminary training at our offices in St. Paul, Minnesota, and on-the-job training at an affiliated Crooked Pint Ale House Restaurant. We offer training periodically

as the need requires. Such training is conducted approximately one (1) to three (3) months prior to the opening of your Crooked Pint Ale House Restaurant and it normally lasts two (2) to six (6) weeks depending on the management position.

You, your Control Person, Unit General Manager and your Assistant Managers (i.e., kitchen manager, assistant kitchen manager, and dining room manager) must successfully complete such training prior to the opening of your Crooked Pint Ale House Restaurant. You, your Control Person, Unit General Manager and your Assistant Managers must also attend such additional regional sales, training, or orientation seminars as we may reasonably request. You will be responsible for travel, lodging, meals, and other expenses which you incur in attending or having You, your Control Person, Unit General Manager and your Assistant Managers attend all such sales, training, and orientation programs. Neither You, your Control Person, Unit General Manager nor your Assistant Managers will be paid by or receive any other compensation from us for attending such programs. Any training we provide to any of your employees will be limited to training or guidance regarding the delivery of approved products and services to customers in a manner that reflects the customer service standards of the System. You are, and will remain, the sole employer of your

employees at all times, including during all training programs, and you are solely responsible for all employment decisions and actions related to your employees. You are solely responsible for ensuring that your employees receive adequate training.

Although there is no tuition or other costs payable to us for training You, your Control Person, Unit General Manager and your Assistant Managers, you must (1) reimburse us (or our affiliate, as applicable) for Opening Team Expenses described in Items 5 and below in this Item 11, and (2) pay our then-prescribed rates for the training of additional managers (should you wish to train more managers than required). The total fee payable to us for the training of a manager or assistant manager depends upon a variety of factors, including the prior experience of the person being trained. Currently, we are charging a flat fee of \$1,000 for training each additional on-site general manager and \$750 for training each additional kitchen manager, assistant kitchen manager, or dining room manager. These charges are subject to periodic change by us.

The Crooked Pint Ale House Restaurant training program (both classroom and hands-on) is currently administered by Tim Kreiser and Ashley MacDonald. Mr. Kreiser has over fourteen (14) years in the industry. As noted in Item 2, Mr. Kreiser has been our Chief Operations Officer since January 2018, and has held a variety of positions with GMR and its predecessor since 2006. Ms. MacDonald has over twelve (12) years in the industry. She has served as our Director of Training since August 2016, and has served GMR and its predecessor in a variety of roles since 2008. The training program generally covers all major facets of the management and operation of a Crooked Pint Ale House Restaurant. Managers are first given a presentation on our objectives. Managers are then given detailed, in-the-field personal instruction in food preparation, inventory and handling, restaurant sanitation, equipment maintenance and inventory, personnel training, hygiene, record-keeping and cash control, purchasing, and other restaurant functions. Managers are also required to complete approximately four (4) to eight (8) weeks of on-the-job training at an affiliated Crooked Pint Ale House Restaurant in the Minneapolis-St. Paul, Minnesota area. Persons who assist in providing training will have at least six months experience in some aspect of operating a Crooked Pint Ale House Restaurant.

The instructional materials for our training programs consists of our policies and procedures manual, our operation manuals, and our new store opening manual.

You must employ your kitchen manager, assistant kitchen manager, and dining room manager two (2) to eight (8) weeks prior to opening your Crooked Pint Ale House Restaurant. We will assist you with the training of such managers and assistant managers. You are responsible for the travel, lodging, meals and other expenses incurred in connection with such training. **YOU MAY NOT OPEN YOUR RESTAURANT UNTIL ALL SUCH MANAGERS AND ASSISTANT MANAGERS HAVE**

SUCCESSFULLY COMPLETED ANY TRAINING PROGRAMS OFFERED BY US FOR SUCH MANAGERS AND ASSISTANT MANAGERS.

Under our current training programs, the duration of the required training for your managers and assistant managers is as follows:

<u>Position</u>	<u>Duration</u>
On Site General Manager	6 – 8 weeks
Kitchen Manager	3 – 5 weeks
Assistant Kitchen Manager	2 weeks
Dining Room Manager	2 - 3 weeks

The failure of your managers and assistant managers to successfully complete the training programs offered by us will delay the opening of your restaurant.

In addition to the training provided by us, you may be required to hire four to six additional trainers who are employed by us, our affiliates or other Crooked Pint Ale House franchisees and who have been certified

by us to assist in the training of your management and other employees (the “Opening Team”) during the two-week period before and two week period after the opening of your Crooked Pint Ale House Restaurant. In addition to reimbursing the employer of the Opening Team in an amount equal to the fully burdened labor rate of such trainers, you are required to reimburse all Opening Team members for their actual employment related travel, lodging and meal expenses incurred in connection with the training of your employees (the “Opening Team Expenses”).

We require you to have on duty at all times while your Crooked Pint Ale House Restaurant is open for business, at least one employee who has been Serv-Safe® certified as to the food safety aspects of handling food. Further, at all times, your organization must employ at least three employees in each Restaurant who have completed to our satisfaction the initial training and familiarization course. If at any time your organization is not in compliance, you will be required to designate a replacement employee who must begin training within four weeks of hire.

Although not required by the Franchise Agreement, we may also assist you in providing on-the-job training of your employees on your Crooked Pint Ale House Restaurant premises at the time of the restaurant opening. We will provide one (1) person who will assist you in training your Crooked Pint Ale House Restaurant personnel in the preparation of the restaurant for opening and in methods of preparation and serving menu items. Such management training assistance may take from five to fifteen days. Such training requires approximately forty hours of each employee's time. Although not required to do so by the Franchise Agreement, our management personnel may also assist you in training additional personnel, or in providing refresher courses to existing personnel at the time of periodic visits. Such refresher courses will not be mandatory and will be at no cost to you other than costs associated with the attending employees.

You must comply with the applicable provisions of the wage and hour laws applicable to your employees while they are being trained by us, including those provisions requiring the payment of overtime wages.

Your Control Person must attend any annual meeting, convention or conference of franchisees and all meetings relating to new products or product preparation procedures, new operational procedures or programs, training, restaurant management, sales or sales promotion, or similar topics, at your own expense.

[Please note that additional training is required if the Restaurant becomes a Co-Branded Shop. Details regarding this training can be found in the GMOTG Addendum attached as Exhibit D.](#)

ITEM 12

TERRITORY

You receive the right to operate a Crooked Pint Ale House Restaurant at a specific location described in the Franchise Agreement. We will not during the term of your franchise operate or grant others the right to operate any other Crooked Pint Ale House Restaurant within a specified geographic area ("Designated Area"), except as generally described in this Item 12 and more fully set forth in the Franchise Agreement. However, the consumer service area, trade area or Designated Area of another Crooked Pint Ale House Restaurant may overlap with your Designated Area. Because of the rights we reserve, you will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control.

The criteria used for determining the boundaries of the Designated Area include: the population base; density of population; growth trends of population; apparent degree of affluence of population; the density of residential and business entities; restaurant co-tenants, traffic generators, driving times; and major topographical features which clearly define contiguous areas, like rivers, mountains, major freeways, and underdeveloped land areas. As a result of these considerations, a Designated Area will have a general trade area with a population base of, or anticipated population growth to, approximately 15,000 to 40,000. We determine the Designated Area and incorporate it into a written description or a map attached to the Franchise Agreement or in a separate correspondence from us to the franchisee. Subject to the right of first refusal detailed in the Franchise Agreement, we and our affiliates have the right to operate or franchise

within the Designated Area one or more facilities selling, for dine in, take out and/or delivery, all or some of the Menu Items, using the Trademarks or any other trademarks, service marks or trade names, without compensation to any franchisee, provided, however, that such facilities shall not have an interior area larger than 2,400 square feet and shall not have seating capacity for more than forty-eight (48) people (“Limited Seating Facility”).

Also, we and our affiliates have the right outside of the Designated Area to grant other franchises or operate company or affiliate owned Crooked Pint Ale House Restaurants or offer, sell or distribute any products or services associated with the System under the Trademarks or any other trademarks, all without compensation to any franchisee. In addition, we and any of our current or future affiliates have the right to operate, manage, franchise, license or lease other restaurant concepts (including but not limited to Green Mill restaurants) anywhere, including within the Designated Area under trademarks different than those licensed to you under the Franchise Agreement.

In addition, we and our affiliates have the right to offer, sell or distribute, within and outside of the Designated Area, through any distribution channel or methods, any frozen, pre-packaged items or other products or services associated with the System or identified by the Trademarks, or any other trademarks, except for retail food service Menu Items that are cooked or prepared to be served to the end user or customer for consumption at the retail location, unless sold at the limited seating facilities referenced in the first sentence of the paragraph above. The distribution channels or methods include, without limitation, grocery stores, club stores, convenience stores, wholesale, hospitals, clinics, health care facilities, business or industry locations (e.g. manufacturing site, office building), military installations, military commissaries or the internet.

Special Sites are excluded from the Designated Area and we have the right to develop, license or franchise the following Special Site locations: (1) military bases; (2) public transportation facilities, including airports and other transportation terminals; (3) sports facilities, including race tracks; (4) student unions or other similar buildings on college or university campuses; (5) amusement and theme parks; and (6) community and special events. We are not required to pay you if we exercise any of the rights specified above inside your Designated Area.

You must not offer catering and delivery services unless we authorize in writing. Further, we may require

that you offer catering services; if you refuse to do so, we and our affiliates may engage in catering services for customers located within the Designated Area without compensation to you. Although we do not encourage other franchisees to cater or deliver in another franchisee's designated territory, we have no obligation to enforce these prohibitions against any franchisee. We and our affiliates have the right to offer delivery services under different trademarks within and outside of your Designated Area, without compensation to you.

Continuation of your Designated Area does not depend on the achievement of a certain sales volume, market penetration or other contingency. You do not receive the right to acquire additional franchises within or outside of your Designated Area unless you sign another franchise agreement with us. We may modify your Designated Area upon renewal. If we do modify it upon renewal, the Designated Area will have a population base of approximately 15,000 to 40,000.

We may restrict you from soliciting or accepting orders from outside your Designated Area, and you do not have the right to use other channels of distribution to make sales outside your Designated Area.

Multi-Unit Development Agreement

The rights described above regarding what we and our affiliates can do for a single Restaurant are generally the same if you sign a Multi-Unit Development Agreement. In addition, we may terminate the Multi-Unit Development Agreement if you (i) fail to exercise options to enter into Franchise Agreements with us within

any period on the Development Schedule; (ii) fail to comply with any other terms and conditions of the Multi-Unit Development Agreement; (iii) make or attempt to make a transfer or assignment in violation of the Multi-Unit Development Agreement; or (iv) fail to comply with the terms and conditions of any individual Franchise Agreement or of any other agreement to which you and we or our affiliates are parties. For future restaurants developed under a Multi-Unit Development Agreement we will use our then-current standards for site selection and territories to approve sites and designate territories.

ITEM 13
TRADEMARKS

The Franchise Agreement licenses you to use the service mark Crooked Pint Ale House, as well as other trademarks, service marks, trade names and commercial symbols (collectively, the “Marks”). The following is a summary of our trademark registrations and applications with the United States Patent and Trademark Office (“USPTO”); all of which are on the Principal Register:

PRINCIPAL TRADEMARKS	REGISTRATION / APPLICATION DATE	REGISTRATION / SERIAL NUMBER
	<p style="text-align: center;">Reg: December 6, 2011</p>	<p style="text-align: center;">4068093</p>

CROOKED PINT	Reg: May 22, 2012	4147836
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We also claim common law trademark rights for all of the Marks. We have filed or intend to file all required affidavits and renewals for the Marks listed above.

Appendix A to your Franchise Agreement identifies the Marks that you are licensed to use. **Appendix A** will include the Crooked Pint Ale House service mark and our other Marks. We have the right to change **Appendix A** from time to time. Your use of the Marks and any goodwill is to our exclusive benefit and you retain no rights in the Marks. You also retain no rights in the Marks upon expiration or termination of your Franchise Agreement. You are not permitted to make any changes or substitutions of any kind in or to the use of the Marks unless we direct in writing. We may change the System presently identified by the Marks including the adoption of new Marks, new Menu Items, new products, new equipment or new techniques and you must adopt the changes in the System, as if they were part of the Franchise Agreement at the time of its execution. You must comply within a reasonable time if we notify you to discontinue or modify your use of any Mark. We will have no liability or obligation as to your modification or discontinuance of any Mark.

There are currently no effective material determinations by the ~~United States Patent and Trademark Office (USPTO)~~, the Trademark Trial and Appeal Board ("TTAB"), the trademark administrator of any state, or any court. There are no pending material proceedings involving the Marks before the ~~UPSTO~~USPTO, the TTAB, any state trademark administrator, or any state or federal court.

There are currently no agreements in effect that significantly limit our rights to use or license the use of any Marks in any manner material to the franchise. There are no infringing uses actually known to us that could materially affect your use of the Marks.

As required by the Minnesota Franchise Act, Minn. Stat. Sec. 80C.12(g), we will reimburse you for any costs incurred by you in the defense of your right to use the Proprietary Marks, so long as you were using the Proprietary Marks in the manner authorized by us, and so long as we are timely notified of the claim and given the right to manage the defense of the claim including the right to compromise, settle or otherwise resolve the claim, and to determine whether to appeal a final determination of the claim.

We are not obligated to protect you against infringement or unfair competition claims arising out of your use of the Marks, or to participate in your defense or indemnify you. We reserve the right to control any litigation related to the Marks and we have the sole right to decide to pursue or settle any infringement actions related to the Marks. You must notify us promptly of any infringement or unauthorized use of the Marks of which you become aware. If we determine that a trademark infringement action requires changes or substitutions to the Marks, you must make the changes or substitutions at your own expense.

Note that if the Restaurant becomes a Co-Branded Shop and offers select Green Mill on the Go® products, the Co-Branded Shop will have the right to use GMOTG Marks which are also registered on the USPTO. See the GMOTG Addendum attached as **Exhibit D** for further information.

ITEM 14

PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

There are no patents or copyrights currently registered that are material to the franchise, although we do claim copyright ownership and protection for our Crooked Pint Ale House Franchise Agreement, operations, marketing and training manuals, website and for various sales promotional and other materials published from time to time. There are no pending patent applications material to the franchised business.

There are no currently effective determinations of the Copyright Office (Library of Congress), United States Patent and Trademark Office, Board of Patent Appeals and Interferences, or any court, or any pending infringement, opposition or cancellation proceeding or any pending material litigation involving any patents or copyrights. There are currently no agreements in effect that significantly limit our rights to use or license the use of any patents or copyrights in any manner material to the franchise. There are no infringing uses actually known to us that could materially affect your use of the patents or copyrights.

We are not obligated to protect you against infringement or unfair competition claims arising out of your use of any patents or copyrights, or to participate in your defense or indemnify you. We reserve the right to control any litigation related to any patents and copyrights and we have the sole right to decide to pursue or settle any infringement actions related to the patents or copyrights. You must notify us promptly of any infringement or unauthorized use of the patents or copyrights of which you become aware.

You must keep confidential during and after the term of the Franchise Agreement all proprietary information, including the manuals. Upon termination of your Franchise Agreement, you must return to us all proprietary information, including but not limited to the manuals and all other copyright material. You must notify us immediately if you learn about an unauthorized use of proprietary information. We are not obligated to take any action and we have the sole right to decide the appropriate response to any unauthorized use of proprietary information. You must comply with all changes to the manuals at your cost.

Individuals with access to our trade secrets or other confidential information, including your shareholders, officers, directors, partners, members, managers, executives, spouse, vendors, employees, and staff will be required to sign nondisclosure and non-competition agreements in a form the same as or similar to the Confidentiality, Nondisclosure and Non-Competition Agreements attached to the Franchise Agreement as Appendix E.

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

During the term of the Franchise Agreement, you (if franchisee is an individual), your Control Person or your Unit General Manager must devote full time and best efforts to the management of the Restaurant. Your "Control Person" is the individual who has the authority to actively direct your business affairs regarding the Restaurant, is responsible for overseeing the general management of the Restaurant and has

authority to sign all contracts.

You, your Control Person or your Unit General Manager must provide direct on-premises supervision to the Restaurant. The Control Person, the Unit General Manager and the Assistant Managers identified in Item 11 must complete our initial training program. You must always have at least three managers per restaurant that have completed training to our satisfaction, and must always have on duty one staff member who has been Serv-Safe® certified as to the food safety aspects of handling food.

Neither these three (3) managers nor the Serv-Safe® certified employee have any equity interest in you. If any manager fails to satisfactorily complete the training program, you may designate a different individual, who must then satisfactorily complete the training program. The use of a Unit General Manager in no way relieves you or your Control Person of your obligations to comply with the Agreement and to insure that the Restaurant is properly operated. We have the right to require that the Control Person and the Unit

General Manager be at the Restaurant for any inspection or evaluation we conduct.

Your Control Person must attend any annual meeting, convention or conference of franchisees and all meetings relating to new products or product preparation procedures, new operational procedures or programs, training, restaurant management, sales or sales promotion, or similar topics, at your own expense. Your Unit General Manager(s) may attend, at your own expense, such annual meeting, convention or conference only if we grant you our prior written approval. However, your Unit General Manager(s) must attend any required training meetings for Unit General Managers, at your own expense. In addition, we reserve the right to require that you and/or your Control Person attend any additional meetings that we deem appropriate under special circumstances, provided, however, that we will not require more than one additional meeting every year and we will give you written notice of any such meeting at least ten (10) days prior to the meeting.

All shareholders, officers, directors, partners, members and all managers and other employees having access to our proprietary information must execute non-disclosure agreements in a form we accept. If we so require, your managers and supervisory personnel and other employees receiving training from us must execute covenants not to compete in a form that we approve.

ITEM 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

Item 8 of this disclosure document describes our requirements for approved supplies and suppliers. You must offer for sale at the Restaurant all of the Menu Items and food and beverage products that we periodically require and you may not offer at the Restaurant any unapproved products or menu items or use the premises for any purpose other than the operation of a Restaurant. We have the unlimited right to change the types of authorized products and services you may offer.

You must not install or maintain on the premises of the Restaurant any newspaper racks, video games, jukeboxes, gaming machines, gum machines, games, rides, vending machines, automated teller machines or other similar devices without our prior written approval. Pool tables, gambling and gaming machines or games of chance are not allowed without prior written approval. If you install any such devices without our prior written approval, you must remove them within three days from receiving written notice from us.

You may not offer any delivery service or engage in catering services without our prior written approval. You also may not offer for sale any Menu Items or Proprietary Products through the internet or other online programming or advertising. See Item 12. We do not otherwise impose any restriction or conditions that limit your access to customers.

ITEM 17

	<u>Provision</u>	<u>Section in Franchise or Other</u>	<u>Summary</u>
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RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

This table lists certain important provisions of the franchise and related agreements. You should read these provisions in the agreements attached to this disclosure document.

<p><u>THE FRANCHISE RELATIONSHIP</u></p>
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THE FRANCHISE RELATIONSHIP			
	Provision	Section in Agreement	Summary
a.	Length of the franchise term	Section 4.A Sections 2 and 4 and Appendix B to the Multi-Unit Development Agreement	Term is <u>twenty (20)</u> years. Term depends on the number of Stores to be developed under the Multi-Unit Development Agreement as specifically set forth in Appendix B.
b.	Renewal or extension of the term	Section 4.B	Renewal for two additional terms (first renewal term is <u>ten (10)</u> years; second renewal term is <u>five (5)</u> years; if you relocate your Restaurant upon renewal, you may renew your license for <u>twenty (20)</u> years). No renewal rights under the Multi-Unit Development Agreement <u>MUDA.</u>
c.	Requirements for franchisee to renew or extend	Section 4.B	You give us written notice of your decision to renew at least 6 months but not more than <u>twelve (12)</u> months before the end of the expiring term; you sign our then-current form of franchise agreement; you have complied with the modernization requirements for your Restaurant; you are not in default and have satisfied your obligations on a timely basis; if leasing, you have written proof of your ability to remain in possession of the Restaurant premises throughout the renewal term; you comply with our training requirements; you pay us, at least <u>thirty (30)</u> days prior to the end of the expiring term, a \$20,000 renewal fee; and you sign a release. If you seek to renew your franchise at the expiration of the initial term or any renewal term, you may be asked to sign a new franchise agreement that contains terms and conditions materially different from those
d.	Termination by franchisee	Section 13.C	You may terminate the Franchise Agreement only for a material breach by us, provided you give us written notice of the breach and allow <u>thirty (30)</u> days to cure such breach and, if not cured, wait <u>sixty (60)</u> days from the original notice of breach before terminating the Franchise Agreement.
e.	<u>Termination by franchisor without cause</u>	<u>Not Applicable</u>	<u>Not Applicable.</u>

e.	Termination by franchisor without cause	Not Applicable	Not Applicable.
f.	Termination by franchisor with cause	Sections 2.A, 13.A and 13.B Section 6B of the Multi-Unit Development Agreement	We can terminate the Franchise Agreement (and Multi-Unit Development Agreement) only if you default or fail to comply with your obligations.
g.	“Cause” defined – curable defaults	Sections 13.A and B Section 6B of the Multi-Unit Development Agreement	You have <u>ten (10)</u> days to cure the non-submission of reports and non-payment of amounts due and owing; and 30 days to cure defaults for the failure to abide by our standards and requirements in connection with the operation of your business, or failure to meet any requirements or specifications established by us, and any other default not listed in h below. You have <u>thirty (30)</u> days to cure defaults not listed in h below.
h.	“Cause” defined – non-curable defaults	Sections 2.C, 5.A, 5.B, 5.D, 9.H, 13.A, 13.B and 15.P	Non-curable defaults include: any material misrepresentation or omission in your application for a franchise, abandonment, loss or revocation of liquor license (or multiple suspensions), loss of lease, failure to timely cure a default under the lease, loss of your right of possession or failure to relocate, closing of the Restaurant, closing of the Restaurant by the authorities for health or public safety reasons, unauthorized use of confidential information, your insolvency, unapproved assignments or transfers, defaults that materially impair the goodwill associated with any of the Marks, criminal convictions, intentionally (or unintentionally on two or more occasions) understating or underreporting Gross Sales or other fees, multiple defaults, failure to execute the lease or purchase agreement for your Restaurant within 120 days from the date of the Franchise Agreement if the Restaurant will be free standing or within <u>ninety (90)</u> days if the Restaurant will be non-free standing, failure to start construction of your Restaurant at least 150 days prior to the deadline to open if the Restaurant will be free standing or at least 120 prior days if the Restaurant will be non-free standing, failure to deliver to us by the date you must begin construction copies of the loan documents and/or other documents showing that you have secured adequate financing to complete the construction of your Restaurant by the date you are obligated to have your Restaurant open, failure to correct all construction problems within 30 days from the date we deny our approval for opening your Restaurant so that your Restaurant is strictly constructed

			according to the consented building plans, failure to open the Restaurant on time, or failure to cure within 24 hours of notice a default which violates any health, safety or sanitation law or regulation or any system standard as to food handling, cleanliness, health or sanitation.
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		Section 7B of the MUDA	Non-curable defaults include: insolvency or general assignment for the benefit of creditors, appointment of a receiver of your property, a final judgment remains unsatisfied of record for <u>thirty (30)</u> days or longer, execution is levied against your business or property, suit to foreclose any lien or mortgage against your premises or equipment is instituted against you and is not dismissed or in the process of being dismissed within 30 days, failure to meet the Development Schedule, you employ or seek to employ, directly or indirectly, any person who is at the time or was at any time during the prior 6 months employed in any type of managerial position by us, our affiliates, or by any franchisee in the system, or notice of termination of a Franchise Agreement.
i.	Franchisee's obligations on termination/non-renewal	Section 14.A-C Section 8 of the Multi-Unit	Obligations include complete de-identification and payment of amounts due, assignment of lease upon our demand and telephone numbers, return of manuals and proprietary materials and right to purchase assets of the Restaurant (also see <u>subletters (o)</u> and <u>(r)</u> below). You lose all remaining rights to develop Restaurants. Other obligations include those obligations noted above if existing Franchise Agreements also are terminated. We also may have the right to purchase assets of the Restaurants (see o - <u>subletter (o)</u> below).
j.	Assignment of contract by franchisor	Section 11.G Section 9A of the Multi-Unit Development Agreement	No restriction on our right to assign.
k.	"Transfer" by franchisee – defined	Section 11.A Section 9B of the Multi-Unit Development Agreement	Includes any transfer of your interest in the Franchise Agreement or in the business or any ownership change listed in Section 11.A of the Franchise Agreement and Section 9B of the Multi-Unit Development Agreement.
l.	Franchisor approval of transfer by franchisee	Section 11.B Section 9B of the Multi-Unit Development Agreement	We have the right to approve all transfers but will not unreasonably withhold approval.

m.	Conditions for franchisor approval of transfer	Sections 11.B-D, G Section 9B of the Multi-Unit Development Agreement	<p>Transferee meets all of our then-current requirements for one of the franchise development programs then being offered, transfer fee paid, all amounts owed by prior franchisee paid, required modernization is completed, training completed, transferee executes then-current form of franchise agreement (modified to reflect that agreement relates to a transfer), required guarantees signed, necessary financial reports and other data on franchise business is prepared, release signed by you, full compliance of your obligations under all Franchise Agreements and Multi-Unit Development Agreements executed between you and us, and other conditions that we may reasonably require from time to time as part of our transfer policies (also see r below); provided that certain transfer conditions do not apply to transfers to immediate family members or among Principal Owners.</p> <p>You cannot transfer rights under the Multi-Unit Development Agreement MUDA unless you transfer all of Youryour rights and interests under all Franchise Agreements.</p>
n.	Franchisor's right of first refusal to acquire franchisee's	Section 11.F	We can match any offer for your Restaurant assets and, in the case of a proposed stock sale, we can purchase your Restaurant assets at a price determined by an appraiser, unless you and we agree otherwise.
o.	Franchisor's option to purchase franchisee's business	Section 14.B	Upon termination, we have the right to purchase or designate a third party that will purchase all or any portion of the assets of your Restaurant, including the land, building, equipment, fixtures, signs, furnishings, supplies, leasehold improvements, liquor license and inventory. Qualified appraiser(s) will determine price
p.	Franchisee's death or disability	Section 11.E	You can transfer your franchise right to your heir or successor in interest like any other transfer, but if assignee is your spouse or child, no transfer fee is required.
q.	Non-competition covenants during the term of the franchise	Section 10.D	No direct or indirect involvement in the operation of any restaurant or food business other than one authorized in the Franchise Agreement (with an exception for existing business other than casual or fast casual restaurants).

f.	Non-competition covenants after the franchise is terminated or	Section 10.D	No direct or indirect involvement in a competing business for 2 years (i) at the premises of the former Restaurant, (ii) within 5 miles of the former Restaurant or (iii) within 5 miles of any other business or restaurant using the System
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r.	<u>Non-competition covenants after the franchise is terminated or</u>	<u>Section 10.D</u>	<u>No direct or indirect involvement in a competing business for 2 years (i) at the premises of the former Restaurant, (ii) within 5 miles of the former Restaurant or (iii) within 5 miles of any other business or restaurant using the System</u>
s.	Modification of the agreement	Section 15.B Section 11E of the Multi-Unit Development Agreement	No modifications generally, but we have the right to change operations manual, list of authorized trademarks and menu.
t.	Integration/merger clause	Section 15.B Section 11C of the Multi-Unit Development Agreement	Only the terms of the Franchise Agreement are binding (subject to state law). Any other representations or promises not in the Franchise Agreement or this Disclosure Document may not be
u.	Dispute resolution by arbitration or	Section 12 Section 10 of the Multi-Unit Development Agreement	Except for certain claims, all disputes must be mediated and arbitrated in the city where our headquarters is located when the proceedings are conducted (subject to state law).
v.	Choice of forum	Section 15.I Section 11F of the Multi-Unit Development Agreement	Litigation must be in the Federal District Court for the District of Minnesota or in Hennepin County District Court, Fourth Judicial District, Minneapolis, Minnesota (subject to state law).
w.	Choice of law	Section 15.H Section 11F of the Multi-Unit Development Agreement	Applicable law is that of the state where your Restaurant is located (subject to state law).

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: (i) a franchisor provides the actual records of an existing outlet you are considering buying; or (ii) 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.

Table 1 below represents the sales of franchisee-operated Crooked Pint Ale House Restaurants that were in operation the entire fiscal ~~year~~years ending on December 31, 2022, December 31, 2023, and December 31, 2024 (the “Measurement Period”). As of December 31, ~~2022~~2024, we had ~~13~~14 franchised Restaurants open and operating during the Measurement Period under the Crooked Pint name and 11 in 2021. We obtained these sales figures from information provided to us by our franchisees for the periods noted. We have not included the franchised restaurants that operate under a name

other than Crooked Pint or those restaurants that were not open for the full Measurement Period.

~~In April 2020 the COVID-19 virus pandemic impacted local, regional and national economies. New laws, rules and governmental orders were issued in response to the virus outbreak. Crooked Pint Ale House businesses were generally deemed essential businesses under such governmental orders and were therefore generally able to continue operating. Some of the businesses closed during the 2020 and 2021 Reporting Period (as noted below), other businesses closed for a temporary period and have since reopened (as noted below) and others may have reduced operating hours, limited seating capacity or furloughed some employees. As of the date of this Disclosure Document, we do not intend to make any changes to our business model as a result of the COVID-19 pandemic.~~

Tables 2, 3 and 4 show average food costs, beverage costs, and labor costs historically and for the ~~1314~~ franchised Restaurants that were open and operating during the entire Measurement Period as of December 31, ~~2022~~2024.

The information in the Tables below is based on historical data concerning the franchise system's outlets and was prepared using financial information provided to us by the franchisees. The franchisees' financial information is not audited.

A prospective franchisee who is purchasing the assets of an existing restaurant should review the actual financial results of the restaurant(s) being purchased.

TABLE 1
Average Restaurant Sales

For the franchisee-owned Restaurants open for the Measurement Periods Ended December 31, ~~2021~~2022, December 31, ~~2022~~2023, and December 31, ~~2023~~2024:

MONTHLY AVERAGE SALES			
Year	2021 <u>2022</u>	2022 <u>2023</u>	2023 <u>2024</u>
Minneapolis	212,097 <u>258,206</u>	258,206 <u>226,522</u>	226,522 <u>203,165</u>
Apple Valley	194,209 <u>209,004</u>	209,004 <u>176,285</u>	176,285 <u>167,867</u>
Rochester	N/A	N/A <u>77,163</u>	77,163 <u>80,389</u>
Chaska	249,370 <u>311,134</u>	311,134 <u>249,522</u>	249,522 <u>247,220</u>
Maplewood	149,186 <u>192,839</u>	192,- <u>839</u> <u>207,377</u>	207,377 <u>244,809</u>
Duluth	193,527 <u>190,558</u>	190,- <u>558</u> <u>171,887</u>	171,887 <u>155,510</u>
Grand Forks	121,942	122,980	110,426*
Sioux Falls	219,649 <u>258,105</u>	258,105 <u>263,126</u>	263,- <u>126</u> <u>248,145</u>
Fargo	117,763 <u>110,522</u>	110,522 <u>104,174</u>	104,174 <u>108,861</u>
Faribault	75,751 <u>90,047</u>	90,047 <u>86,623</u>	86,623 <u>122,050</u>
Waite Park	100,589 <u>97,200</u>	97,200 <u>85,823</u>	85,823 <u>83,735</u>
Onalaska	207,414 <u>241,594</u>	241,594 <u>223,309</u>	223,- <u>309</u> <u>218,962</u>
Glendale—Not open full year	N/A <u>99,890</u>	99,890 <u>65,689</u>	65,689 <u>94,998</u>

<u>Savage</u>	<u>184,708</u>	<u>198,901</u>	<u>185,745</u>
<u>Mankato</u>	<u>N/A</u>	<u>355,551*</u>	<u>211,661</u>
Average	\$167,409 <u>186,983</u>	\$181,840 <u>164,339</u>	\$111,620 <u>169,508</u>
Median	\$193,868 <u>192,839</u>	\$191,699 <u>198,901</u>	\$171,887 <u>185,745</u>

Notes:

(1) The number of Restaurants represents traditional Crooked Pint Ale House Restaurants open for the entire year for periods ended December 31, ~~2021~~2022, December 31, ~~2022~~2023, and December 31, ~~2023~~2024.

(2) “Sales” includes the total revenues and receipts from the sale of all products, services and merchandise sold in the restaurant whether under any of the Trademarks or otherwise, including any vending or similar activities in the restaurant or on its premises as well as all license and use fees. Sales excludes sales tax.

(3) * This location ~~had a fire and~~ was only open for ~~seven~~five (5) months in 2023.

TABLE 2
Average Cost of Goods – Food

	Year	Total Average Food Cost	Total Median Food Cost
Number of Restaurants	2021	29.45%	29.60%
	2022	31.59%	32.50%
	2023	32.41%	33.58%
	<u>2024</u>	<u>32.81%</u>	<u>33.41%</u>
Total:	12 (2021) 13 (2022) 15 (2023) <u>14 (2024)</u>		

Notes:

(1) Food costs can vary greatly depending on your ability to maintain portion controls and manage regular inventory counts.

(2) The average food cost is shown as a percentage of gross sales.

(3) Food costs include the cost of food purchased and a credit of 28.5% of coupon redemptions.

TABLE 3
Average Cost of Goods – Beverages

Number of Restaurants	Year	Total Average Beverage Cost	Total Median Beverage Cost
	2021	24.89%	25.09%
	2022	23.93%	25.15%
	2023	26.29%	27.32%
	<u>2024</u>	<u>25.57%</u>	<u>26.62%</u>
Total:	12 (2021) 13 (2022) 15 (2023) <u>14 (2024)</u>		

Notes:

- (1) Beverage costs can vary greatly depending on your ability to maintain portion controls and manage regular inventory counts.
- (2) The average beverage cost is shown as a percentage of gross sales.
- (3) Beverage costs include the cost of liquor, beer, wine, and all non-alcoholic beverages.

TABLE 4
Average Direct Labor

Number of Restaurants	Year	Total Average	Total Median Labor Cost
	2021	30.38%	29.70%
	2022	33.25%	33.58%
	2023	35.80%	36.38%
	<u>2024</u>	<u>36.11%</u>	<u>36.3%</u>
Total:	12 (2021) 13 (2022)		

15 (2023)

14 (2024)

Notes:

- (1) The average labor cost is shown as a percentage of gross sales.

(2) Does not include franchisee salary or draw, worker's compensation, insurance, payroll tax,

or medical assistance. It does include manager salaries.

Additional Notes:

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

The information set forth above reflects only a limited number of expenses associated with the ongoing operations of a Crooked Pint Ale House Restaurant. You will incur many other types of expenses in operating a Crooked Pint Ale House Restaurant, among them being: (1) royalty fee; (2) advertising fee; (3) occupancy costs (rent, common area maintenance, tax and insurance due to landlord); (4) debt service, interest, bank charges and other finance charges; (5) insurance; (6) professional fees (accounting, payroll & legal services); and (7) operating costs (kitchen supplies, utilities, repair and maintenance, small wares, licenses & permits, credit card & gift card fees, laundry, telephone, office supplies and janitorial services).

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

Except as provided in this Item 19, we do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting our CEO, Mr. Paul Dzubnar, 1342 Grand Avenue, St. Paul, Minnesota 55105 at (651) 203-3100, the Federal Trade Commission, and the appropriate state regulatory agencies.

**ITEM 20 -
OUTLETS AND FRANCHISEE INFORMATION**

**Table No. 1
System-wide Outlet Summary for Years ~~2021~~2022 to ~~2023~~2024**

Outlet Type	Year	Outlets at the Start Of the Year	Outlets at the End of the	Net Change
	2021	13	14	+1
	2022	14	16	+2
<u>Franchised</u>	2023	14	15	+1
Company - Owned	2021 2024	0 15	0 14	0 -1
	2022	0	0	0
<u>Company - Owned</u>	2023	0	0	0
Total Outlets	2021 2024	13 0	14 0	+1 0
	2022	14	16	+2
<u>Total Outlets</u>	2023	14	15	+1
	2024	15	14	-1

Table No. 2
Transfers of Outlets from Franchisees to New Owners
(Other than the Franchisor) for Years ~~2021~~2022 to ~~2023~~2024

State	Year	Number of Transfers
Minnesota	2021 2022	0
	<u>2023</u>	<u>2</u>
	<u>2024</u>	<u>0</u>
<u>Total</u>	2022	0
	2023	2
	2021 2024	0
Total	2022	0
	2023	2

Table No. 3
Status of Franchised Outlets for Years ~~2021~~2022 to ~~2023~~2024

State ²	Year	Outlets at <u>at Start of</u> of <u>of Year</u>	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations- Other Reasons	Outlets at End of Year
AZ	2021	0	1	0	0	0	0	1
<u>AZ</u>	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
MN	2021 <u>2024</u>	9 <u>1</u>	0	0	0	0	0	9 <u>1</u>
<u>MN</u>	2022	9	2	0	0	0	0	11
	2023	11	1	0	0	0	0	12
ND	2021 <u>2024</u>	2 <u>12</u>	0	0	0	0	0	2 <u>12</u>
<u>ND</u>	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	1	2
SD	2021 <u>2024</u>	1 <u>2</u>	0	0 <u>1</u>	0	0	0	1
<u>SD</u>	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
WI	2021 <u>2024</u>	1	0	0	0	0	0	1
<u>WI</u>	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	<u>2024</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
Total	2021	13	1	0	0	0	0	14
	2022	14	2	0	0	0	0	16
	2023	16	1	0	0	0	1	17

Table No. 4
Status of Company-Owned Outlets for Years ~~2021~~2022 to ~~2023~~2024

	Year	Outlets at Start of the	Outlets Opened	Outlets Reacquired from Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of Year

Total	2021 2022	0	0	0	0	0	0
	2022 2023	0	0	0	0	0	0
	2023 2024	0	0	0	0	0	0

Table No. 5
Projected Openings as of December 31, ~~2023~~2024

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlet in The Next Fiscal	Projected New Company-Owned Outlet In the
	0	0	0
Total	0	0	0

A list of our franchisees is disclosed in **Exhibit ~~FG~~**.

In some instances, current and former franchisees 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.

We have not created, sponsored or endorsed any trademark-specific franchisee organization associated with the Crooked Pint Ale House franchise system. Likewise, we are not aware of any independent trademark specific franchisee organization, nor has any such organization asked to be included in this disclosure document.

ITEM 21
FINANCIAL STATEMENTS

Our fiscal year ends on December 31. Attached as **Exhibit B** are our audited financial statements for the fiscal years ended December 31, ~~2021~~, 2022, ~~and~~ 2023, and 2024.

ITEM 22
CONTRACTS

This disclosure document includes a sample of the following contracts:

- Exhibit C** – Franchise Agreement
- Exhibit D** – **GMOTG Addendum**
- Exhibit E** - **Multi-Unit Development Agreement**
- Exhibit ~~EF~~** – Confidential Disclosure Agreement and Receipt
- Exhibit ~~GH~~** – Form Release Agreement
- Exhibit ~~IJ~~** – Third Party Supplier Agreements (Ingage I.T. and Restaurant 365)

ITEM 23
RECEIPTS

Attached to this disclosure document as **Exhibit ~~LM~~** is a detachable acknowledgment of receipt.

EXHIBIT A

LIST OF STATE AGENCIES AND AGENTS FOR SERVICE OF PROCESS

STATE	STATE ADMINISTRATOR	AGENT FOR SERVICE OF
MINNESOTA	Minnesota Department of Commerce 85 7 th Place East, Suite 280 St. Paul, MN 55101-2198 (651) 539-1600	Minnesota Commissioner of Commerce 85 7 th Place East, Suite 280 St. Paul, MN 55101-2198
NORTH DAKOTA	North Dakota <u>Insurance & Securities Department</u> 600 East Boulevard Avenue State Capitol—5 th Capital Fifth Floor— Department 414, Bismarck, ND <u>North Dakota</u> 58505-0510 <u>Telephone: (701) 328-2910</u> <u>328-4712</u>	Securities Commissioner North Dakota <u>Insurance & Securities Department</u> 600 East Boulevard Avenue State Capitol—5th Floor Department 414 Bismarck, ND 58505-0510 <u>600</u> <u>East Boulevard Avenue State</u> <u>Capital Fifth Floor, Bismarck,</u> <u>North Dakota 58505-0510</u> <u>Telephone: (701) 328-4712</u>
SOUTH DAKOTA	Division of Insurance Securities Regulation 124 S. Euclid, Suite 104 Pierre, SD 57501 (605) 773-3563	Division of Insurance Securities Regulation 124 S. Euclid, Suite 104 Pierre, SD 57501
WISCONSIN	Department of Financial Institutions Division of Securities 4822 Madison Yards Way, North Tower Madison, WI 53705 (608) 266-04448	Wisconsin Commissioner of Securities 4822 Madison Yards Way, North Tower Madison, WI 53705

EXHIBIT B
FINANCIAL STATEMENTS



[CliftonLarsonAllen LLP](#)
[121 West Bridge Street](#)
[Owatonna, MN 55060-2917](#)

[507-446-7100](#) | fax
[507-446-7150](#)

[CLAconnect.com](#)

INDEPENDENT AUDITORS' ACKNOWLEDGMENT

[Crooked Pint, LLC](#)
[St. Paul, Minnesota](#)

We agree to the inclusion in the Franchise Disclosure Document dated August 22, 2025, issued by Crooked Pint, LLC ("Franchisor") of our report dated July 8, 2025 on our audit of the combined financial statements of Franchisor and Green Mill On The Go, LLC as of December 31, 2024 and for the year then ended, and our report dated April 17, 2024 on our audit of the stand alone financial statements of Franchisor as of December 31, 2023 and 2022, and for the years then ended.

A handwritten signature in cursive script that reads 'CliftonLarsonAllen LLP', enclosed in a blue rectangular box.

[CliftonLarsonAllen LLP](#)

[Owatonna, Minnesota](#)
[September 3, 2025](#)

GREEN MILL RESTAURANTS, LLC
AND GMR, INC.

COMBINED FINANCIAL STATEMENTS
AND SUPPLEMENTARY INFORMATION

YEARS ENDED DECEMBER 31, 2024 AND 2023



CPAs | CONSULTANTS | WEALTH ADVISORS

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GREEN MILL RESTAURANTS, LLC AND GMR, INC.
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YEARS ENDED DECEMBER 31, 2024 AND 2023

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INDEPENDENT
AUDITORS'
REPORT

[Board of Governors](#)

|

[and Directors](#)

Green Mill
Restaurants, LLC
and GMR, Inc.

[St. Paul, Minnesota](#)

Report on the Audit

|

of the Combined
Financial
Statements

Opinion

We have audited the accompanying combined financial statements of Green Mill Restaurants, LLC and GMR, Inc., which comprise the combined balance sheets as of December 31, 2024 and 2023, and the related combined statements of operations, owners' equity, and cash flows for the years then ended, and the related notes to the combined financial statements.

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

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 Auditors' Responsibilities for the Audit of the Combined Financial Statements section of our report. We are required to be independent of Green Mill Restaurants, LLC and GMR, Inc. 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 Combined Financial Statements

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

In preparing the combined financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Green Mill Restaurants, LLC and GMR, Inc.'s ability to continue as a going concern for one year after the date the combined financial statements are available to be issued.

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Auditors' Responsibilities for the Audit of the Combined Financial Statements

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

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the combined 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 combined 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 Green Mill Restaurants, LLC and GMR, Inc.'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 combined financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Green Mill Restaurants, LLC and GMR, Inc.'s ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charge 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.

Supplementary Information

Our audits were conducted for the purpose of forming an opinion on the combined financial statements as a whole. The combined schedules of operating expenses are presented for the purposes of additional analysis and are not a required part of the combined 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 combined financial statements. The information has been subjected to the auditing procedures applied in the audits of the combined financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the combined financial statements or to the combined 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 combined financial statements as a whole.

A handwritten signature in cursive script that reads "CliftonLarsonAllen LLP". The signature is enclosed within a blue rectangular border.

CliftonLarsonAllen LLP

Owatonna, Minnesota

August 22, 2025

GREEN MILL RESTAURANTS, LLC AND GMR, INC.
COMBINED BALANCE SHEETS
DECEMBER 31, 2024 AND 2023

<u>ASSETS</u>	<u>2024</u>	<u>2023</u>
<u>Cash and Cash Equivalents</u>	\$	\$ 1,173,321
<u>Ad Council Assets</u>	346,515	269,257
<u>Accounts Receivable (Including Related Parties - see Note 7)</u>	260,874	358,826
<u>Due from Related Parties</u>	280,135	236,618
<u>Notes Receivable</u>	=	850
<u>Prepaid Expense</u>	21,225	23,996
<u>Total Current Assets</u>	<u>1,186,416</u>	<u>2,062,868</u>
<u>PROPERTY AND EQUIPMENT</u>		
<u>Office Equipment and Furniture</u>	50,000	50,000
<u>Less: Accumulated Depreciation</u>	(50,000)	(50,000)
<u>Total Property and Equipment, Net</u>	=	=
<u>OTHER ASSETS</u>		
<u>Goodwill - Net</u>	1,785,000	2,040,000
<u>Intangible Assets, Net</u>	104,215	114,172
<u>Right of Use Assets - Operating</u>	1,191,052	1,262,659
<u>Cash Value of Life Insurance</u>	343,169	193,297
<u>Total Other Assets</u>	<u>3,423,436</u>	<u>3,610,128</u>
<u>Total Assets</u>	<u>\$ 5,672,996</u>	<u>\$ 5,672,996</u>
<u>LIABILITIES AND OWNERS' EQUITY</u>		
<u>Current Maturities of Long-Term Debt</u>	\$	\$ 183,000
<u>Current Portion of Lease Liability - Operating</u>	67,242	63,432
<u>Accounts Payable - Trade</u>	4,618	6,514
<u>Due to Related Parties</u>	124,921	156,258
<u>Ad Council Liabilities</u>	410,536	374,050
<u>Licensing Fees Payable</u>	50,060	73,518
<u>Accrued Expenses</u>	66,554	66,204
<u>Total Current Liabilities</u>	<u>723,931</u>	<u>922,976</u>
<u>LONG-TERM LIABILITIES</u>		
<u>Long-Term Debt (Less Current Maturities)</u>	=	2,233,976
<u>Long-Term Lease Liability - Operating</u>	1,154,779	1,222,021
<u>Deferred Compensation</u>	392,702	234,802
<u>Deferred Franchise Fees</u>	27,984	41,533
<u>Total Long-Term Liabilities</u>	<u>1,575,465</u>	<u>3,732,332</u>
<u>Total Liabilities</u>	<u>2,299,396</u>	<u>4,655,308</u>
<u>OWNERS' EQUITY</u>		
<u>Common Stock - 613,000 Shares Authorized, 670 Outstanding</u>	670	670
<u>Members' Equity</u>	3,191,092	1,567,552
<u>Retained Deficit</u>	(881,306)	(550,534)
<u>Total Owners' Equity</u>	<u>2,310,456</u>	<u>1,017,688</u>
<u>Total Liabilities and Owners' Equity</u>	<u>\$ 5,672,996</u>	<u>\$ 5,672,996</u>

See accompanying Notes to Combined Financial Statements.

GREEN MILL RESTAURANTS, LLC AND GMR, INC.
COMBINED STATEMENTS OF OPERATIONS
YEARS ENDED DECEMBER 31, 2024 AND 2023

	<u>2024</u>	<u>2023</u>
<u>REVENUES</u>		
<u>Royalty and Franchise Fees</u>	<u>\$</u>	<u>\$</u>
<u>Management Fees</u>	<u>132,499</u>	<u>101,000</u>
<u>Administrative Allowance</u>	<u>1,008,291</u>	<u>1,010,146</u>
<u>Training Fees and Miscellaneous</u>		<u>(301)</u>
<u>Total Revenues</u>	<u>2,657,168</u>	<u>2,757,226</u>
<u>OPERATING EXPENSES</u>	<u>2,484,664</u>	<u>2,480,812</u>
<u>INCOME FROM OPERATIONS</u>	<u>172,504</u>	<u>276,414</u>
<u>OTHER INCOME (EXPENSE)</u>		
<u>Interest Expense</u>	<u>(89,614)</u>	<u>(98,474)</u>
<u>Interest Income</u>	<u>36,338</u>	<u>32,234</u>
<u>Total Other Expense</u>	<u>(53,276)</u>	<u>(66,240)</u>
<u>NET INCOME</u>	<u>\$</u>	<u>\$</u>

See accompanying Notes to Combined Financial Statements.

GREEN MILL RESTAURANTS, LLC AND GMR, INC.
COMBINED STATEMENTS OF OWNERS' EQUITY
YEARS ENDED DECEMBER 31, 2024 AND 2023

	<u>Common Stock</u>	<u>Members' Equity</u>	<u>Retained Deficit</u>	<u>Total Owners' Equity</u>
<u>BALANCE - DECEMBER 31,</u>	<u>\$</u>	<u>\$ 1,567,552</u>	<u>\$ (510,708)</u>	<u>\$ 1,057,514</u>
<u>Net Income</u>			<u>210,174</u>	<u>210,174</u>
<u>Distributions</u>			<u>(250,000)</u>	<u>(250,000)</u>
<u>BALANCE - DECEMBER 31,</u>	<u>670</u>	<u>1,567,552</u>	<u>(550,534)</u>	<u>1,017,688</u>
<u>Contributed Capital</u>		<u>1,623,540</u>		<u>1,623,540</u>
<u>Net Income</u>	<u>=</u>	<u>=</u>	<u>119,228</u>	<u>119,228</u>
<u>Distributions</u>			<u>(450,000)</u>	<u>(450,000)</u>
<u>BALANCE - DECEMBER 31,</u>	<u>\$</u>	<u>\$ 3,191,092</u>	<u>\$ (881,306)</u>	<u>\$ 2,310,456</u>

See accompanying Notes to Combined Financial Statements.

GREEN MILL RESTAURANTS, LLC AND GMR, INC.
COMBINED STATEMENTS OF CASH FLOWS
YEARS ENDED DECEMBER 31, 2024 AND 2023

	2024	2023
<u>CASH FLOWS FROM OPERATING ACTIVITIES</u>		
<u>Net Income</u>	\$	\$ 210,174
<u>Adjustments to Reconcile Net Income to</u>		
<u>Net Cash Provided by Operating Activities:</u>		
<u>Amortization</u>	264,957	264,996
<u>Noncash Lease Expense</u>	8,175	10,347
<u>Deferred Franchise Fee Amortization</u>	(13,549)	(8,900)
<u>Net Increase in Cash Value of Life Insurance</u>	(149,872)	(183,290)
<u>Deferred Compensation</u>	157,900	224,795
<u>(Increase) Decrease in Current Assets:</u>		
<u>Accounts Receivable</u>	97,952	(4,416)
<u>Ad Council</u>	(77,258)	(20,428)
<u>Other Receivables</u>	-	-
<u>Due from Related Parties</u>	(43,517)	(2,025)
<u>Prepaid Expenses</u>	2,771	2,330
<u>Increase (Decrease) in Current Liabilities:</u>		
<u>Accounts Payable - Trade</u>	(1,896)	(4,002)
<u>Ad Council</u>	36,486	48,617
<u>Licensing Fees Payable</u>	(23,458)	(15,512)
<u>Due to Related Parties</u>	(31,337)	17,500
<u>Accrued Expenses</u>	350	(7,559)
<u>Net Cash Provided by Operating Activities</u>	346,932	532,627
<u>CASH FLOWS FROM INVESTING ACTIVITIES</u>		
<u>Payments Received on Notes Receivable</u>	850	
<u>CASH FLOWS FROM FINANCING ACTIVITIES</u>		
<u>Payments on Long-Term Debt</u>	(2,416,976)	(174,696)
<u>Contributed Capital</u>	1,623,540	-
<u>Distributions Paid to Members</u>	(450,000)	(250,000)
<u>Net Cash Used by Financing Activities</u>	(1,243,436)	(424,696)
<u>NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS</u>	(895,654)	107,931
<u>Cash and Cash Equivalents - Beginning of Year</u>	1,173,321	1,065,390
<u>CASH AND CASH EQUIVALENTS - END OF YEAR</u>	\$	\$
<u>SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION</u>		
<u>Cash Paid During the Year for Interest</u>	\$	\$ 98,474

See accompanying Notes to Combined Financial Statements.

GREEN MILL RESTAURANTS, LLC AND GMR, INC.
NOTES TO COMBINED FINANCIAL STATEMENTS
DECEMBER 31, 2024 AND 2023

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Operations

Green Mill Restaurants, LLC (the Company) owns the exclusive rights to sell franchises to operate Green Mill restaurants in Minnesota, Wisconsin, North Dakota, South Dakota, Iowa, Nebraska, Kansas, Illinois, and Island of Curacao – Netherlands Antilles. The Company also services some franchised restaurants. Additionally, the Company has a first right of refusal to purchase the exclusive right to sell franchises in most other states.

GMR, Inc., owned through common ownership, provides management and administrative services for Green Mill Restaurants, LLC.

The Company has transactions with various entities who share common ownership. Significant related party transactions include revenue from franchised stores that share common ownership, management fee income from related entities and license fees paid to related entities. See Note 7 for all related party transactions.

Principles of Combination

The combined financial statements include the accounts of Green Mill Restaurants, LLC and GMR, Inc. (the Companies). All intercompany accounts and transactions have been eliminated in combined financial statements.

Cash and Cash Equivalents

For purposes of the statements of cash flows, the Companies consider all highly liquid debt instruments purchased with a maturity of three months or less to be cash equivalents. Substantially all cash is deposited in one financial institution. At times, amounts on deposit may be in excess of the Federal Deposit Insurance Corporation insurance limit.

Restricted Cash

The Companies have custody of advertising and promotion funds designated for their franchisees. The account is funded by payments from franchisees pursuant to an agreement by all participants. These funds then pay for advertising that benefits the group and special promotions that are intended to be utilized by all franchisees. The funds are maintained in a custodial account and the Companies have no claim to the funds. The Companies make deposits and write checks on behalf of the group. A corresponding liability has been recorded for the same amount in the combined financial statements. The cash is included in Ad Council Assets on the combined balance sheets.

GREEN MILL RESTAURANTS, LLC AND GMR, INC.
NOTES TO COMBINED FINANCIAL STATEMENTS
DECEMBER 31, 2024 AND 2023

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Accounts Receivable

The Companies provide an allowance for credit losses using the allowance method, which is based on management judgment considering historical information. The allowance represents an estimate of expected credit losses based upon specific review of all significant outstanding invoices. For those invoices not specifically reviewed, provisions are provided at differing rates, based upon the age of the receivable, historical experience and current and expected future economic conditions. Services are sold on an unsecured basis. Payment is required up to 30 days after receipt of the invoice. Accounts past due more than 90 days are individually analyzed for collectability. When all collection efforts have been exhausted, the accounts are written off against the related allowance. There was no allowance for credit losses at December 31, 2024 and 2023.

Notes Receivable

Notes receivable include amounts due from officers and bear interest at 1.69%. Notes are repaid over a 5-year period. Each note is analyzed for collectability on a regular basis and placed on nonaccrual of interest status if more than three monthly payments are missed. As of December 31, 2024 and 2023, management expected full collectability of notes.

Property and Equipment

Property and equipment are recorded at cost. Major additions and improvements are capitalized, while replacements, maintenance, and repairs, which do not improve or extend the life of the respective assets, are expensed as incurred. Depreciation is computed using the straight-line method over the estimated useful lives of the assets as follows:

<u>Office Equipment</u>	<u>5 Years</u>
<u>Furniture and Fixtures</u>	<u>7 Years</u>

Leases

The Company determines if an arrangement is a lease at inception. Operating leases are included in right-of-use (ROU) assets – operating and lease liability – operating on the combined balance sheets.

ROU assets represent the Company's right to use an underlying asset for the lease term and lease liabilities represent the Company's obligation to make lease payments arising from the lease. ROU assets and liabilities are recognized at the lease commencement date based on the present value of lease payments over the lease term. Lease terms may include options to extend or terminate the lease when it is reasonably certain that the Company will exercise that option. Lease expense for operating lease payments is recognized on a straight-line basis over the lease term. The Company has elected to recognize payments for short-term leases with a lease term of 12 months or less as expense as incurred and these leases are not included as lease liabilities or right of use assets on the combined balance sheets.

GREEN MILL RESTAURANTS, LLC AND GMR, INC.
NOTES TO COMBINED FINANCIAL STATEMENTS
DECEMBER 31, 2024 AND 2023

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Leases (Continued)

The individual lease contracts do not provide information about the discount rate implicit in the lease. Therefore, the Company has utilized the risk-free rate for computing the present value of lease liabilities.

The Company has elected not to separate nonlease components from lease components and instead accounts for each separate lease component and the nonlease component as a single lease component.

Goodwill and Definite Lived Intangible Assets

Goodwill is recognized as a result of a business combination when the price paid for the acquired business exceeds the fair value of its identified net assets. Identifiable intangible assets are recognized at their fair value when acquired. Effective January 1, 2022, the Company has elected to amortize Goodwill over 10 years. Goodwill and intangible assets with indefinite useful lives such as restaurant development concepts are reviewed for potential impairment if a triggering event occurs that indicated the company's fair value may be below its carrying value. When impairment is likely, the Company calculates goodwill impairment as the amount the Company's carrying value, including goodwill, exceeds its fair value.

Intangible assets with definite lives, which relate to the acquisition of franchise development rights, are amortized on a straight-line basis over their useful lives as follows:

<u>Franchise Development Rights</u>	<u>11 Years</u>
<u>Exclusive Territory Rights</u>	<u>20 Years</u>
<u>Noncompete Agreement</u>	<u>5 Years</u>

Income Taxes

The Companies, with the consent of its equity holders have elected to be taxed under sections of the federal and state income tax laws which provide that, in lieu of corporate income taxes, the Companies' income, deductions, and credits are reported by its members and stockholders. Accordingly, no provision is made for income taxes in the combined financial statements. The Companies evaluated its tax positions and determined they have no uncertain tax positions as of December 31, 2024.

Cash Value of Life Insurance

The Company is the beneficiary of life insurance policies for key employees. The cash surrender values of the life insurance policies are recorded at contract value, which approximates fair value.

GREEN MILL RESTAURANTS, LLC AND GMR, INC.
NOTES TO COMBINED FINANCIAL STATEMENTS
DECEMBER 31, 2024 AND 2023

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Revenue Recognition

Revenue from contracts with customers consist primarily of royalties, advertising fund contributions, and initial, transfer and renewal franchise fees. Our performance obligations under franchise agreements consist of a) a franchise license, b) pre-opening services, such as training, and c) ongoing services, such as management of the advertising fund, development of training materials and menu items and restaurant monitoring. These performance obligations are highly interrelated so we do not consider them to be individually distinct and, therefore, account for them under ASC 606 as a single performance obligation, which is satisfied by providing a right to use our intellectual property over the term of each franchise agreement.

Royalties, including franchisee contributions to the advertising fund, are calculated as a percentage of franchise restaurant sales over the term of the franchise agreement. Initial and renewal franchise fees are payable by the franchisee prior to the restaurant opening or at the time of a renewal of an existing franchise agreement. Our franchise agreement royalties, inclusive of advertising fund contributions, represent sales-based royalties that are related entirely to our performance obligation under the franchise agreement and are recognized as franchise sales occur. Additionally, under ASC 606, initial, transfer and renewal franchise fees are recognized as revenue on a straight-line basis over the term of the respective agreement. The administrative allowance represents volume rebates from certain suppliers to the franchised restaurants. These amounts are recognized when earned.

The timing of revenue recognition, billings, and cash collections results in receivables and contract liabilities. Accounts receivable are recorded when the right to consideration becomes unconditional and were \$196,853, \$254,033, and \$277,806 at December 31, 2024, 2023, and 2022, respectively. The Company receives advances from customers on franchise fees that exceed costs incurred and revenue earned to date, resulting in contract liabilities. Contract liabilities were \$27,984, \$41,533, and \$50,433 at December 31, 2024, 2023, and 2022, respectively.

Revenue recognized for the years ended December 31, 2024 and 2023 that was included in the contract liability balance at the beginning of each year was \$13,549 and \$8,900, respectively.

Advertising Costs

The Companies administer the Green Mill Restaurants Advertising Fund (the Ad Fund) for which a percentage of gross sales is collected from Green Mill franchisees to be used for various forms of advertising for the Green Mill brand. The Companies administer and direct the development of all advertising and promotion programs in the Ad Fund for which it collects advertising contributions, in accordance with the provisions of its franchise agreements.

GREEN MILL RESTAURANTS, LLC AND GMR, INC.
NOTES TO COMBINED FINANCIAL STATEMENTS
DECEMBER 31, 2024 AND 2023

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Advertising Costs (Continued)

The Companies have a contractual obligation with regard to these advertising contributions. The Companies consolidate and report all assets and liabilities of the Ad Fund as restricted assets of the Ad Fund and restricted liabilities of the Ad Fund within current assets and current liabilities, respectively in the combined balance sheets. The assets and liabilities of the Ad Fund consist primarily of cash, receivables, accrued expenses, and any cumulative surplus related to the Ad Fund. Pursuant to the Companies' franchise agreements, use of Ad Fund contributions is restricted to advertising, public relations, merchandising, and administrative expenses to increase sales and further enhance the public reputation of the brand.

Ad Fund contributions and expenditures are reported on a gross basis in the combined statement of operations, which are largely offsetting and, therefore, do not impact our reported net income. The Companies incurred advertising costs of \$467,695 and \$477,893 for the years ended December 31, 2024 and 2023, respectively.

Use of Estimates

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

Concentration of Credit Risk

The Companies' services are provided to franchises in the upper Midwest for which royalty fees and training fees are due to the Companies on a continuing basis. The Companies grant credit to its customers on an unsecured basis, in accordance with the terms of their contract agreement. The Companies' customers are highly concentrated within the restaurant industry. The amount of accounting loss should the restaurant industry experience a significant decline is not determinable at this time.

Subsequent Events

In preparing these combined financial statements, the Companies have evaluated events and transactions for potential recognition or disclosure through August 22, 2025, the date the combined financial statements were available to be issued.

GREEN MILL RESTAURANTS, LLC AND GMR, INC.
NOTES TO COMBINED FINANCIAL STATEMENTS
DECEMBER 31, 2024 AND 2023

NOTE 2 GOODWILL

Goodwill consisted of the following at December 31:

	<u>2024</u>		<u>2023</u>
<u>Goodwill</u>	\$	\$	<u>2,550,000</u>
<u>Accumulated Amortization</u>	<u>(765,000)</u>		<u>(510,000)</u>
<u>Total</u>	<u>\$</u>	<u>\$</u>	<u>2,040,000</u>

Future amortization expense of goodwill is as follows:

<u>Year Ending December</u>	<u>Amount</u>
<u>2025</u>	\$ <u>255,000</u>
<u>2026</u>	<u>255,000</u>
<u>2027</u>	<u>255,000</u>
<u>2028</u>	<u>255,000</u>
<u>2029</u>	<u>255,000</u>
<u>Thereafter</u>	<u>510,000</u>
<u>Total</u>	<u>\$ 1,785,000</u>

NOTE 3 INTANGIBLES

Intangibles consisted of the following at December 31:

	<u>2024</u>		<u>2023</u>
<u>Franchise Development Rights</u>	\$	\$	<u>2,778,816</u>
<u>Exclusive Territory Rights</u>	<u>200,000</u>		<u>200,000</u>
<u>Restaurant Development Concepts</u>	<u>50,000</u>		<u>50,000</u>
<u>Noncompete Agreement</u>	<u>50,000</u>		<u>50,000</u>
<u>Accumulated Amortization</u>	<u>(2,974,601)</u>		<u>(2,964,644)</u>
<u>Total</u>	<u>\$</u>	<u>\$</u>	<u>114,172</u>

Amortization expense was \$9,957 and \$9,996 for the years ended December 31, 2024 and 2023, respectively.

Future amortization expense of intangibles is as follows:

<u>Year Ending December</u>	<u>Amount</u>
<u>2025</u>	\$ <u>10,000</u>
<u>2026</u>	<u>10,000</u>
<u>2027</u>	<u>10,000</u>
<u>2028</u>	<u>10,000</u>
<u>2029</u>	<u>10,000</u>
<u>Thereafter</u>	<u>54,215</u>
<u>Total</u>	<u>\$ 104,215</u>

GREEN MILL RESTAURANTS, LLC AND GMR, INC.
NOTES TO COMBINED FINANCIAL STATEMENTS
DECEMBER 31, 2024 AND 2023

NOTE 4 LONG-TERM DEBT

Long-term debt consists of the following as of December 31:

<u>Description</u>	<u>2024</u>	<u>2023</u>	
<u>Community Bank</u>			
<u>Note Payable with a fixed interest rate of 4.125%.</u>			
<u>Note is payable in monthly installments of \$11,741</u>			
<u>through July 2025, at which time all unpaid principal</u>			
<u>and interest is due. Secured by substantially all</u>			
<u>Company assets, mortgage, and guarantees of certain</u>			
<u>members.</u>		\$ -	\$ 1,246,433
 <u>Note Payable with a fixed interest rate of 4.125%.</u>			
<u>Note is payable in monthly installments of \$11,024</u>			
<u>through July 2025, at which time all unpaid principal</u>			
<u>and interest is due. Secured by substantially all</u>			
<u>Company assets, mortgage, and guarantees of certain</u>			
<u>members.</u>			
 <u>Total Long-Term Debt</u>		-	<u>1,170,543</u>
<u>2,416,976</u>			
 <u>Less: Current Maturities</u>		-	<u>183,000</u>
 <u>Net Long-Term Debt</u>		<u>\$ -</u>	<u>\$2,233,976</u>

NOTE 5 OPERATING LEASES – ASC 842

The Company leases office space for various terms under long-term, noncancelable lease agreements. The leases expire at various dates through 2029 and provide for renewal options of ten years. In the normal course of business, it is expected that these leases will be renewed or replaced by similar leases. Additionally, the agreements generally require the Company to pay insurance and repairs.

GREEN MILL RESTAURANTS, LLC AND GMR, INC.
NOTES TO COMBINED FINANCIAL STATEMENTS
DECEMBER 31, 2024 AND 2023

NOTE 5 OPERATING LEASES – ASC 842 (CONTINUED)

The following table provides quantitative information concerning the Company's leases:

<u>Lease Cost</u>	<u>2024</u>	<u>2023</u>
<u>Operating Lease Cost</u>	<u>\$</u>	<u>\$</u> <u>100,575</u>
<u>Other Information</u>		
<u>Cash Paid for Amounts Included in the</u>		
<u>Measurement of Lease Liabilities:</u>		
<u>Operating Cash Flows from Operating Leases</u>	<u>92,400</u>	<u>90,228</u>
<u>Weighted-Average Remaining Lease Term -</u>		
<u>Operating Leases</u>	<u>14.3 Years</u>	<u>15.3 Years</u>
<u>Weighted-Average Discount Rate - Operating Leases</u>	<u>2.33%</u>	<u>2.33%</u>

The Company classifies the total undiscounted lease payments that are due in the next 12 months as current. A maturity analysis of annual undiscounted cash flows for lease liabilities as of December 31, 2024, is as follows:

<u>Year Ending December</u>	<u>Amount</u>
<u>2025</u>	<u>\$</u> <u>94,632</u>
<u>2026</u>	<u>96,948</u>
<u>2027</u>	<u>99,312</u>
<u>2028</u>	<u>101,760</u>
<u>2029</u>	<u>104,268</u>
<u>Thereafter</u>	<u>936,180</u>
<u>Undiscounted Cash</u>	<u>1,433,100</u>
<u>Less: Imputed Interest</u>	<u>(211,079)</u>
<u>Total Present Value</u>	<u>\$</u> <u>1,222,021</u>
<u>Short-Term Lease</u>	<u>\$</u> <u>67,242</u>
<u>Long-Term Lease</u>	<u>1,154,779</u>
<u>Total</u>	<u>\$</u> <u>1,222,021</u>

Operating lease payments in the table above include approximately \$1,042,000 related to options to extend lease terms that are reasonably certain to be exercised.

GREEN MILL RESTAURANTS, LLC AND GMR, INC.
NOTES TO COMBINED FINANCIAL STATEMENTS
DECEMBER 31, 2024 AND 2023

NOTE 6 COMMITMENTS AND CONTINGENCIES

Employee Benefit Plans

The Companies have a Simplified Employee Pension (SEP) available to all employees meeting certain age and service requirements. Employees become eligible after one year of service and are fully vested upon entering the Plan. Contributions to the plan up to limits established by the Internal Revenue Code are made at the discretion of the Companies' board of directors. There were no discretionary contributions during 2024 and 2023.

Buy-Sell Agreement

The Companies have a buy-sell agreement with its members and shareholders in the event of a death. The agreement gives existing members and shareholders the first option to purchase shares from an estate. In the event that not all stock is purchased by existing members and shareholders, the agreement requires the Companies to purchase any remaining shares of stock at a purchase price determined by a formula in the agreement.

NOTE 7 RELATED PARTY TRANSACTIONS

Revenue and Receivables

As discussed in Note 5, the Companies lease office space and other facilities from an entity that shares common membership with the majority owners of Green Mill Restaurants, LLC. Lease related expense was \$24,200 and \$18,000 for the years ended December 31, 2024 and 2023.

There are Green Mill Restaurants related through common ownership. Total royalty revenues from these restaurants were \$87,441 and \$92,757 for the years ended December 31, 2024 and 2023, respectively. Total accounts receivable from these restaurants was \$7,298 and \$14,420 at December 31, 2024 and 2023, respectively.

The Companies have a support services contract with Crooked Pint, LLC, a company that shares common membership with the majority owners of Green Mill Restaurants, LLC. Service fees earned from Crooked Pint during the years ended December 31, 2024 and 2023 totaled \$108,499 and \$77,000, respectively. The Companies have similar contracts with other entities that share common membership. Service fees earned from these entities during the years ended December 31, 2024 and 2023 totaled \$24,000.

Amounts borrowed and due from related parties totaled \$280,135 and \$297,000 at December 31, 2024 and 2023, respectively and are recorded in due from related parties if finance related or accounts receivable if service related. Amounts borrowed to related parties totaled \$124,921 and \$156,258 at December 31, 2024 and 2023, respectively.

Management has recorded an allowance for uncollectible amounts of \$12,007 and \$-0- at December 31, 2024 and 2023, respectively.

GREEN MILL RESTAURANTS, LLC AND GMR, INC.
NOTES TO COMBINED FINANCIAL STATEMENTS
DECEMBER 31, 2024 AND 2023

NOTE 7 RELATED PARTY TRANSACTIONS (CONTINUED)

Licensing Fees

Effective June 1, 2017, Hightop Brands, LLC (a related party) holds the licensing rights that the Companies sell under the Green Mill franchise name. Prior to June 1, 2017, the license was held by an unrelated party. A licensing fee is paid upon receipt of a franchise fee based upon a predetermined schedule. The license holder also shares in royalties collected from the operating franchises in the form of a licensing fee also based on predetermined percentages. The Companies incurred licensing fee expense of \$288,692 and \$330,737 for the years ended December 31, 2024 and 2023, respectively. The Company owed \$50,060 and \$73,518 for licensing fees at December 31, 2024 and 2023, respectively.

GREEN MILL RESTAURANTS, LLC AND GMR, INC.
COMBINED SCHEDULES OF OPERATING EXPENSES
YEARS ENDED DECEMBER 31, 2024 AND 2023
(SEE INDEPENDENT AUDITORS' REPORT)

	<u>2024</u>	<u>2023</u>
<u>Salaries</u>	\$	\$ 862,410
<u>Payroll Taxes</u>	60,531	55,348
<u>Employee Benefits</u>	166,292	173,566
<u>Advertising and Promotion</u>	467,695	477,893
<u>Amortization</u>	265,000	264,996
<u>Insurance</u>	29,150	31,200
<u>Legal and Accounting</u>	62,127	60,526
<u>Licensing Fees</u>	288,692	330,737
<u>Recruitment</u>		6,623
<u>Meeting Expense</u>	203	1,935
<u>Menu Development</u>	20,996	25,465
<u>Office Expense</u>	25,038	17,218
<u>Office Supplies</u>	1,735	2,873
<u>Repairs and Maintenance</u>	8,800	7,709
<u>Rent</u>	100,575	100,575
<u>Telephone</u>	9,624	9,919
<u>Training</u>	20,578	13,204
<u>Travel</u>	14,222	5,286
<u>Vehicle Expense</u>	37,995	33,329
<u>Bad Debt Expense</u>	826	-
<u>Total Operating Expenses</u>	\$	\$ 2,480,812



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NDEPENDENT AUDITORS' ACKNOWLEDGMENT

Crooked Pint. LLC
St. Paul, Minnesota

We agree to the inclusion in the Franchise Disclosure Document dated May 29, 2024, issued by Crooked Pint, LLC (the "Franchisor") of our report dated April 17, 2024 ~~on~~ can our audit of the financial statements of Franchisor as of December 31, 2023 and 2022 and for the years then ended, and our report dated ~~April~~ April 21, 2023 on our audit of the financial statements of Franchisor as of December 31, 2022 and 2021, and for the years then ended.

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CliftonLarsonAllen LLP

Owatonna, Minnesota
May 29, 2024



CROOKED PINT, L_C

FINANCIAL STATEMENTS

YEARS ENDED DECEMBER 31, 2023 AND 2022



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CROOKED PINT, LLC
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YEARS ENDED DECEMBER 31, 2023 AND 2022

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INDEPENDENT AUDITORS' REPORT

Board of Governors
Crooked Pint, LLC
St. Paul, Minnesota

Opinion

We have audited the accompanying financial statements of Crooked Pint, LLC (the Company), which comprise the balance sheets as of December 31, 2023 and 2022, and the related statements of operations, members' 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 Crooked Pint, LLC 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~~ Amenca.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of ~~America~~ Arnenca (GAAS). Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Crooked Pint, LLC 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 these financial statements in accordance with accounting ~~principles~~ pnnnciples 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 Crooked Pint, LLC's ability to continue as a going concern for one year after the date the financial statements are available to be issued.

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Board of Governors
Crooked Pint, LLC

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

In performing an audit in accordance with GAAS we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining on a test basis, evidence regarding the amounts and disclosures ~~in~~ in the financial statements.
- ~~Obtain~~ Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the ~~circumstances~~ circumstances, but not for the purpose of expressing an opinion on the effectiveness of Crooked Pint, LLC's internal control. ~~Accordingly~~ Accordingly, no such opinion is expressed.
- Evaluate the ~~appropriateness~~ 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 Crooked Pint, LLC's ~~ability~~ ability to continue as a going concern for a reasonable period of ~~time~~ time.

We are required to ~~communicate~~ communicate with those charge 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~~ during the audit.

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CliftonLarsonAllen LLP

Owatonna, Minnesota
April 17, 2024

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CROOKED PINT, LLC
BALANCE SHEETS
DECEMBER 31, 2023 AND 2022

	2023	2022
ASSETS		
<u>CURRENT ASSETS</u>		
CURRENT ASSETS		
Cash and Cash Equivalents	\$	\$ 1,218,284
Ad Council Assets	346,400	219,748
Accounts Receivable (Including Related Parties - See Note 3)	207,563 207,563	309,298 309,298
	<u>63</u>	<u>8</u>
Due from Related Parties	87,842 87,842	135,778
Total Current Assets	1,857,939 1,857,939	1,883,108 1,883,108
	<u>7,939</u>	<u>3,108</u>
	\$	
Total Assets	1,857,939 1,857,939	\$1,883,108 1,883,108
LIABILITIES AND MEMBERS'		
EQUITY CURRENT LIABILITIES		
Accounts Payable - Trade	\$	\$ 53,660
Ad Council Liabilities	346,400	219,748 219,748
License Fee Payable	<u>102,228</u>	<u>48</u>
Accrued Expenses	37,170	70,855
Current Portion of Deferred Franchise Fees	13,200 13,200	14,298
	<u>14,875</u>	<u>14,875</u>
Total Current Liabilities	519,520 519,520	373,436
	<u>20</u>	
DEFERRED FRANCHISE FEES	175,337	189,120 189,120
		<u>20</u>
Total Total Liabilities	694,857	562,556
MEMBERS' EQUITY		
Members' Units	200	200
Members' Equity	1,162,882 1,162,882	1,320,352
	<u>2,882</u>	
Total Members' Equity	1,163,082	1,320,552
Total Liabilities and Members' Equity	\$	\$ 1,883,108

See accompanying Notes ~~A-Financial~~ To Financial Statements.

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CROOKED PINT, LLC
STATEMENTS OF OPERATIONS
YEARS ENDED DECEMBER 31, 2023 AND 2022

	2023	2022
REVENUES		
Royalty, Advertising, and Franchise Fees	\$ 1,506,521	\$ 1,458,420
Management Fee Income	94,747	92,918
Administrative Allowance	558,052	490,455
Total Revenues	2,159,320	2,041,793
 OPERATING EXPENSES	 2,053,190	 1,472,071
 INCOME FROM OPERATIONS	 106,130	 569,722
 OTHER INCOME (EXPENSE)		
Interest Income	36,827	2,898
Other Income	1427(427)	50,450
Total Other Income	36,400	53,348
 NET INCOME	 \$ 142,530	 \$ 623,070

See accompanying ~~Notes to Financial~~ Notes to Financial Statements. (4) 4

CROOKED PINT, LLC
 STATEMENTS OF MEMBERS' EQUITY
 YEARS ENDED DECEMBER 31, 2023 AND 2022

	<u>Members'</u> <u>Units</u>	<u>Members'</u> <u>Equity</u>	Total
BALANCE - DECEMBER 31, 2021	200	\$ 1,247.28	\$ 1,247.482
Net Income		623.070	623.070
Distributions		(550.000)	(550.000)
RAI MICE BALANCE - DECEMBER 31, 2022	200	1,320.352	1,320.552
Net Income		142.530	142.530
Distributions Distnbutpons		(300.000)	(300.000)
BALANCE - DECEMBER 31, 2023	200	\$ 1,162,882 1.162	\$ 1,163,082 1.163

See accompanying Notes to *Financial* *Finanosj* Statements.

CROOKED PINT, LLC
STATEMENTS OF CASH FLOWS
YEARS ENDED DECEMBER 31, 2023 AND 2022

	2023	2022
	<u>2023</u>	<u>2022</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Net Income	\$ 142,530	\$ 623,070
Adjustments to Reconcile Net Income to		
Net Cash Provided by Operating Activities:		
(Increase) Decrease in Current Assets:		
Accounts Receivable	101,735	105,994
Due from Related Parties	47,936	35,891
Other Receivables		16,550
Prepays		3,605
Increase (Decrease) in Current Liabilities:		
Accounts Payable - Trade	(33,138)	48,061
Accrued Expenses	22,872	6,652
Deferred Franchise Fees	15,915 15,915	55,397 55,397
Net Cash Provided by Operating Activities	<u>297,850</u>	<u>895,220</u>
CASH FLOWS FROM FINANCING ACTIVITIES		
Distributions	(300,000) 300,000	(550,000)
Net Cash Used by Financing Activities	(300,000) <u>1300,000</u>	(550,000) <u>550,000</u>
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	(2,150)	345,220
Cash and Cash Equivalents - Beginning of Year	<u>1,218,284</u>	<u>873,064</u>
CASH AND CASH EQUIVALENTS - END OF YEAR	<u>\$ 1,216,134</u>	<u>\$ 1,218,284</u>

See accompanying Notes to Financial Statements.

CROOKED PINT, LLC
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2023 AND 2022

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Operations

Crooked Pint, LLC (the Company) is the owner of the Crooked Pint Ale House mark and has the exclusive ~~right~~ to sell Crooked Pint Ale House and related trademarked franchises. The Company has transactions with various entities who share common ownership. Significant related party transactions include revenue from franchised stores that share common ownership and payroll and management fees from other related entities. See Note 2 for all related party transactions.

Adoption of New Accounting Standards

At the beginning of 2023, the Company adopted FASB ASU ~~2016-13~~ 2016.13. Financial Instruments — Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments, as amended, which modifies the measurement of expected credit losses. The Company adopted this new guidance utilizing the modified retrospective transition method. The adoption of this Standard did not have a material impact on the Company's financial statements but did change how the allowance for credit losses is determined.

Cash and Cash Equivalents

For purposes of the statements of cash flows, the Company considers all highly liquid debt instruments purchased with a ~~maturity~~ maturity of three months or less to be cash equivalents. Substantially all cash is deposited in one financial institution. At times, amounts on deposit may be in excess of the Federal Deposit Insurance Corporation insurance limit.

Accounts Receivable

The Company provides an allowance for credit losses using the allowance method. The allowance represents an estimate of expected credit losses based upon specific review of all significant outstanding invoices. For those invoices not specifically reviewed, provisions are provided at differing rates, based upon the age of the receivable, historical experience and current and expected future economic conditions. Services are sold on an unsecured basis. Payment is required up to 30 days after receipt of the invoice. Accounts past due more than 90 days are individually analyzed for collectability. When all collection efforts have been exhausted, the accounts are written off against the related allowance. The allowance for credit losses was \$- at December ~~31, 2023~~ 31, 2023 and 2022.

Revenue Recognition

Revenue from contracts with customers consist primarily of royalties, advertising fund contributions, and initial, transfer, and renewal franchise fees. Our performance obligations under franchise agreements consist of a) a franchise license, b) ~~pre-opening~~ pre-opening services, such as training, and c) ongoing services, such as management of the advertising fund, development of training materials, and menu items and restaurant ~~monitoring~~ monitoring. These performance obligations are highly interrelated, so we do not consider them to be individually distinct and, therefore, account for them under ASC 606 as a single performance obligation, which is satisfied by providing a right to use our intellectual property over the term of each franchise agreement.

CROOKED PINT, LLC
 NOTES TO FINANCIAL STATEMENTS

DECEMBER 31, 2023 AND 2022

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

~~NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)~~

Revenue ~~Recognition (Continued)~~ Recognition (Continued)

Royalties, including franchisee contributions to the advertising fund, are calculated as a percentage of franchise restaurant sales over the term of the franchise agreement. Initial and renewal franchise fees are payable by the franchisee ~~prior~~ prior to the restaurant opening or at the time of a renewal of an existing franchise agreement. Our franchise agreement royalties, inclusive of advertising fund contributions, represent sales-based royalties that are related entirely to our performance obligation under the franchise agreement and are recognized as franchise sales occur. Additionally, under ASC 606, initial, transfer, and renewal franchise ~~fees~~ fees are recognized as revenue on a straight-line basis over ~~the~~ the term of ~~the respective agreement.~~

~~the~~ the ~~respective agreement.~~

The timing of revenue recognition, billings, and cash collections results in receivables and contract liabilities. Accounts receivable are recorded when the ~~right~~ right to consideration becomes unconditional and were ~~5207,563, \$309,298, and \$415,293~~ 5207,563, 309,298, and 415,293 at December 31, 2023, 2022, and 2021, respectively. The Company receives advances from customers on franchise fees that exceed costs ~~incurred~~ incurred and revenue earned to date, resulting in contract ~~liabilities~~ liabilities. Contract liabilities were ~~5188,537, S188,537, S203,995, and \$203,995, and 5219,453~~ 219,453 at December 31, 2023, 2022, and 2021, respectively.

Revenue recognized for the years ended December 31, 2023 and 2022 that was included in the contract liability balance at the beginning of each year was ~~515,458~~ 15,458.

The following table represents a ~~disaggregation~~ disaggregation of revenue from contracts with ~~Customers~~ customers.

	2023	2022
Royalties <u>Royalties</u>	1,076,635 <u>1,076,635</u>	1,109,011 <u>1,109,011</u>
Advertising Funds	414,428	333,951
Initial Franchise Fees	15,458 <u>15,458</u>	15,458

Consideration from Vendors

The Company has entered into food and beverage supply agreements with certain major vendors. Pursuant to the terms of the agreements, rebates are provided to the Company from the vendors based upon the dollar volume of purchases for franchised restaurants. These rebates are recognized throughout the year and are classified as other income on the statements of operations.

CROOKED PINT, LLC
NOTES TO FINANCIAL STATEMENTS

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CROOKED PINT, LLC
NOTES TO FINANCIAL STATEMENTS

DECEMBER 31, 2023 AND 2022

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

~~NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)~~

Advertising Costs

The Company administers the Crooked ~~Pini~~Pint Restaurants Advertising Fund (the Ad Fund) for which a percentage of gross sales is collected from Crooked Pint franchisees to be used for various forms of advertising for the Crooked Pint brand. The Company administers and directs the development of all advertising and promotion programs in the Ad Fund for which it collects advertising contributions, in accordance with the provisions of its franchise agreements. The Company has a contractual obligation with regard to these advertising contributions. The Company consolidates and reports all assets and liabilities of the Ad Fund as restricted assets of the Ad Fund and restricted liabilities of the Ad Fund within current assets and current liabilities, respectively in the balance sheets. The assets and liabilities of the Ad Fund consist primarily ~~of~~ cash, receivables, accrued expenses, and any cumulative surplus related to the Ad Fund. Pursuant to the Company's franchise agreements, use of Ad Fund ~~contributors is restricted~~contributions is restrcted to advertising, public relations, merchandising, and administrative expenses to increase sales and further enhance the public reputation of the brand.

Ad ~~fund contributions~~Fund contnbutions and expenditures are reported on a gross basis in the statements of operations, which are largely offsetting ~~aid~~and, therefore, do not impact our reported net income. The Company incurred advertising costs of 5145.660 and ~~\$237.954~~\$237.951 for the years ended December 31, 2023 and 2022, respectively.

Income Taxes

The Company, with the consent of its ~~members~~members, has elected to be taxed under sections of the federal and state income tax laws which provide that, in lieu of corporate income taxes, the Company's income, deductions, and credits are reported by its members. Accordingly, no provision is made for income taxes in the financial statements.

The Company has evaluated its tax ~~postions~~positions and determined it has no uncertain tax positions as of December 31, 2023 and 2022.

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~~amounts of assets and liabilities and disclosure of contingent assets and liabilities at the ~~date~~date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Reclassifications

Certain prior year amounts have been reclassified for consistency with the current year presentation. These reclassifications had ~~no~~no effect on the reported results of operations.

CROOKED PINT, LLC
NOTES TO FINANCIAL STATEMENTS

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

~~Subsequent~~ Subsequent Events

In preparing these financial statements, the Company has evaluated events and transactions for potential recognition or disclosure through April 17, 2024, the date the financial statements were available to be issued.

NOTE 2 RELATED PARTY TRANSACTIONS

Service fees and management fees paid to Green Mill Restaurants, LLC, related through common ownership, were \$~~538,700~~ 538,700 and \$~~538,700~~ 538,700 for the years ended December 31, 2023 and 2022, respectively.

The Company leases employees from entities related through common ownership. Amounts totaled \$~~968,255~~ 968,255 and \$~~368,697~~ 368,697 for the years ended December 31, 2023 and 2022, respectively.

The Company leases office space from entities related through common ownership. Amounts totaled \$~~32,400~~ 32,400 and \$~~35,100~~ 35,100 for the years ended December 31, 2023 and 2022, respectively.

At December 31, 2023 and 2022, the Company had accounts receivable from other entities related through common ownership totaling approximately \$~~159,000~~ 159,000 and \$303,000, respectively. Royalties charged to these entities were \$~~193,000~~ 193,000 for the years ended December 31, 2023 and 2022.

The Company forgave royalties totaling \$306,000 and \$~~188,000~~ 188,000 from related entities during the year ended December 31, 2023 and 2022, respectively.

In addition to the amounts included in accounts receivable, the Company had amounts due from related parties of \$~~87,842~~ 87,842 and \$~~135,778~~ 135,778 at December 31, 2023 and 2022, respectively. These items are ~~settled~~ settled annually and do not bear interest.

Hightop Brands, LLC (a related party) holds the licensing rights that the Companies sell under the Crooked Pint franchise name. A licensing fee is paid upon receipt of a franchise fee based upon a predetermined schedule. The license holder also shares in royalties collected from the operating franchises in the form of a licensing fee also based ~~upon~~ upon predetermined percentages. The companies incurred licensing fee expense of \$266,835 and \$~~277,580~~ 277,580 for the years ended December 31, 2023 and 2022, respectively. License fees payable were \$~~102,228~~ 102,228 and \$~~70,855~~ 70,855 for the years ended December 31, 2023 and 2022, respectively.

The Company owed related parties for other payables totaling \$~~19,600~~ 19,600 and \$~~44,000~~ 44,000 at December 31, 2023 and 2022, respectively.

CROOKED PINT, LLC
NOTES TO FINANCIAL STATEMENTS

NOTE 3 EMPLOYEE RETENTION CREDIT

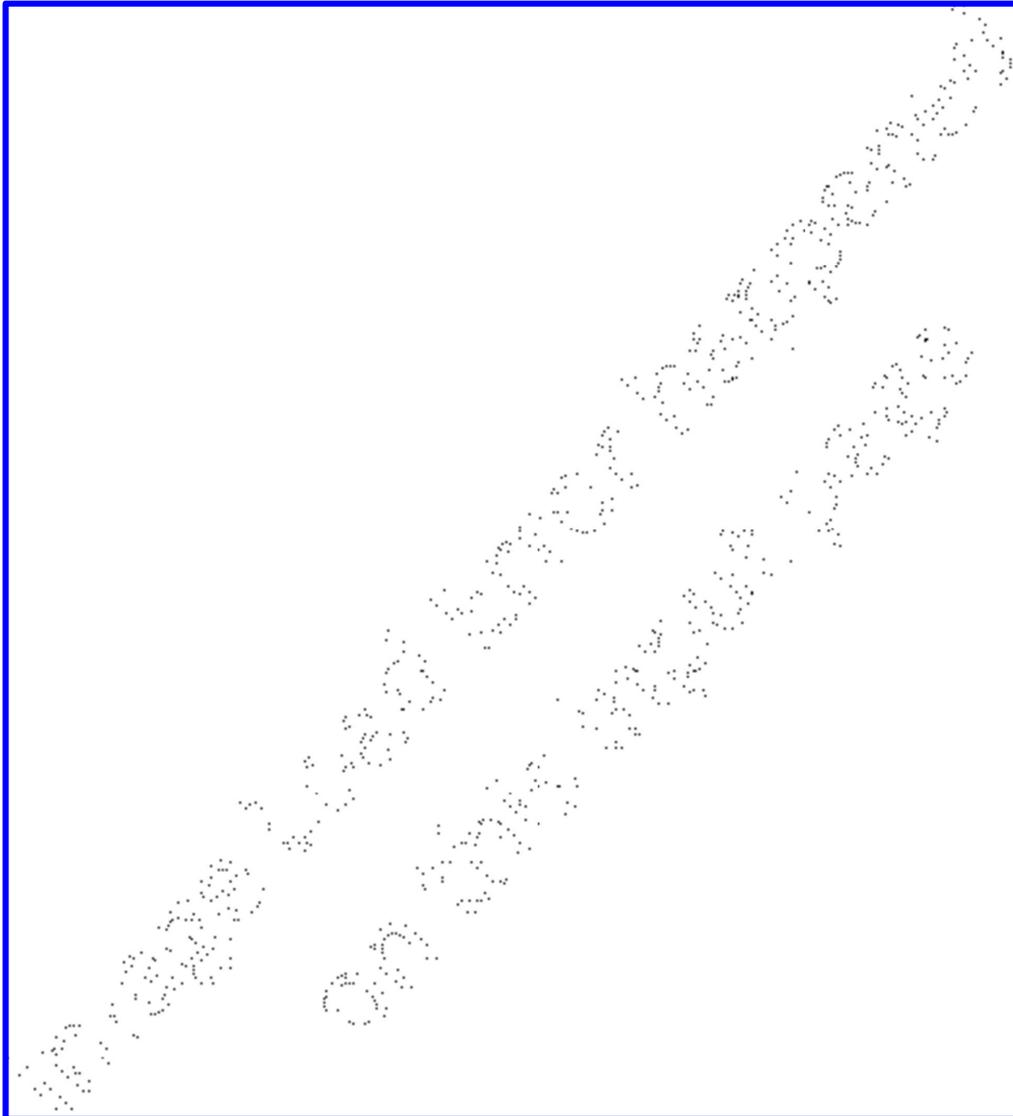
Grants from the government are recognized when all conditions of such grants are fulfilled or there is reasonable assurance that they will be fulfilled. The Company complied with the conditions of Employee Retention Credit (ERC); funding from the Federal Government in the amount of ~~553,954~~553,954 in compliance with the program.

Grants related to this program are classified as other income and other receivable until received. The Company recognized ~~553,954~~553,954 of other income related to performance requirements being met and costs being incurred in compliance with the program ~~during~~dunng the year ended December 31, 2022.

The Internal Revenue Service may review funding eligibility and usage of funds for compliance with the program requirements based on dollar thresholds and other factors. The amount of the liability, if any, from potential noncompliance cannot be determined with certainty; however, management is of the opinion that any review will not have a material adverse impact on the Company's financial position.

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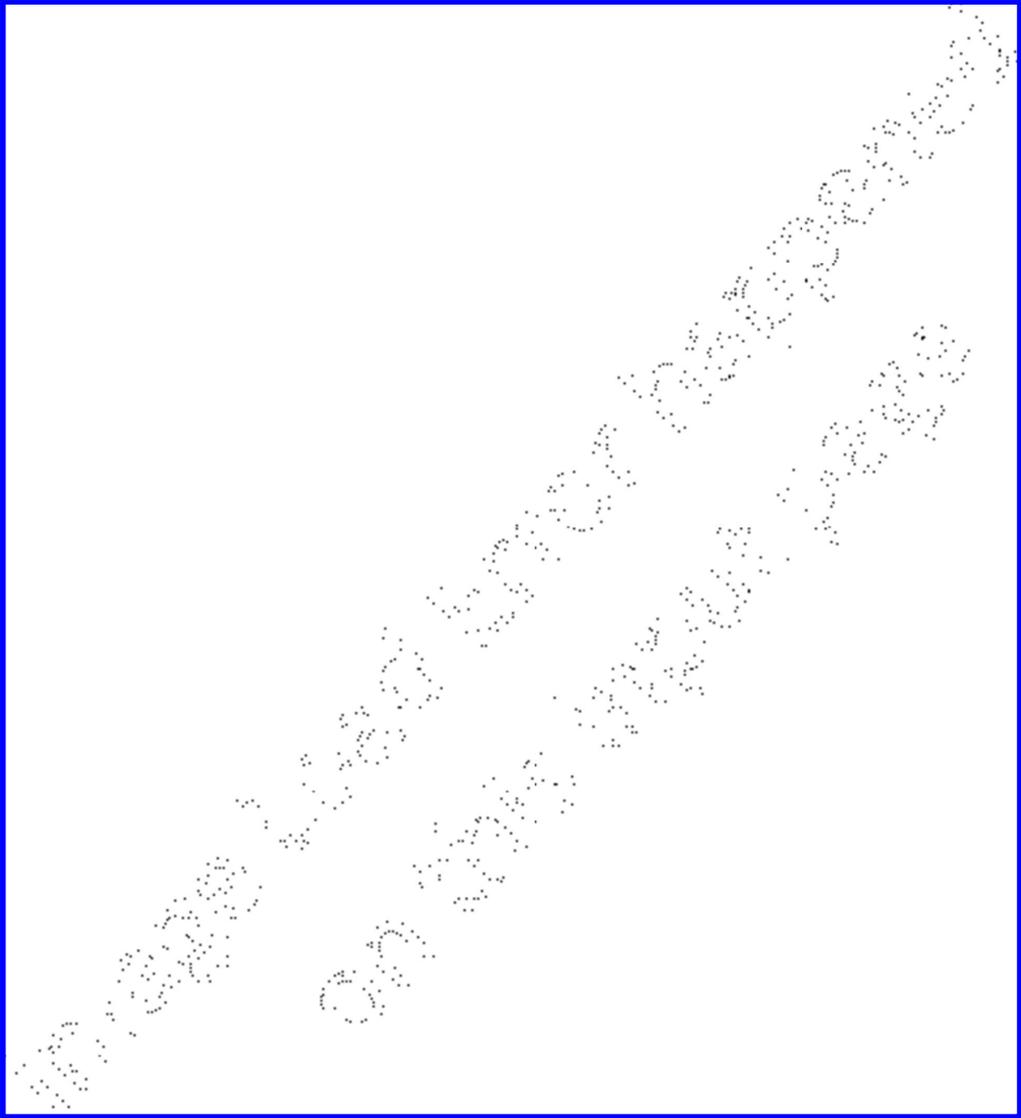


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INDEPENDENT AUDITORS' ACKNOWLEDGMENT

~~Crooked Pint~~ CROOKED PINT, LLC -
St. Paul, Minnesota

FINANCIAL STATEMENTS

YEARS ENDED DECEMBER 31, 2022 AND 2021

We agree to the inclusion in the Franchise Disclosure Document dated April 21, 2023, issued by Crooked Pint, LLC ('Franchisor') of our report dated April 18, 2023 on our audit of the financial statements of Franchisor as of December 31, 2022 and 2021 and for the years then ended, and our report dated April 15, 2022 on our audit of the financial statements of Franchisor as of December 31, 2021 and 2020, and for the years then ended.

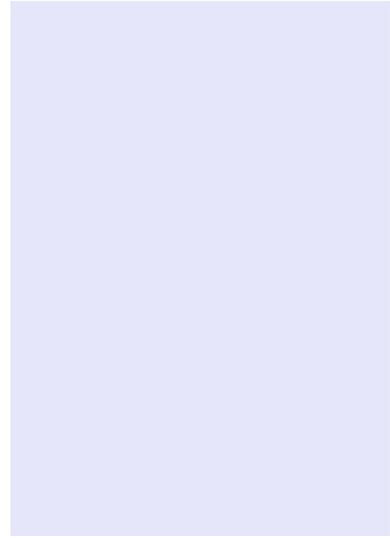
~~CliftonLarsonAllen LLP~~

~~CliftonLarsonAllen LLP~~

~~Owatonna, Minnesota
April 21, 2023~~

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CPAs I CONSULTANTS I WEALTH ADVISORS

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CROOKED PINT. LLC
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YEARS ENDED DECEMBER 31, 2022 AND 2021

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INDEPENDENT AUDITORS' REPORT

Board of Governors
Crooked Pint, LLC
St. Paul, Minnesota

Opinion

We have audited the accompanying financial statements of Crooked Pint, LLC (the Company), which ~~include~~ comprise the balance sheets as of December 31, 2022 and 2021, and the related statements of operations, members' equity, and cash flows for the years then ended, and the related notes to the financial ~~statements~~ statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Crooked Pint, LLC 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~~ conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS). Our ~~responsibilities~~ responsibilities under those standards are further described in the Auditors' ~~Responsibilities~~ Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Crooked Pint, LLC 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 these ~~financial~~ financial statements in accordance with accounting ~~principles~~ principles generally accepted ~~in~~ the United States of America, and for the design, implementation, and maintenance of internal ~~control~~ 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 Crooked Pint, LLC's ability to continue as a going concern for one year after the date the financial statements are available to be issued.

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Auditors' 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.

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 Crooked Pint, LLC'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 Crooked Pint, LLC'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.

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LLB

CliftonLarsonAllen LLP

Owatonna, Minnesota
April 18, 2023

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CROOKED PINT. LLC
BALANCE SHEETS
DECEMBER 31, 2022 AND 2021

ASSETS	2022	2021
CURRENT ASSETS		
Cash and Cash Equivalents	\$ 1,218,284	\$ 373,064 873.0
Ad Council Assets	219,748	274,499
Accounts Receivable (Including Related Parties - See Note 3)	309,298	415,293
Due from Related Parties	135,778	171,669
Other Receivables		16,550
Repaid Prepaid Expenses		3,605 3,605
Total Current Assets	<u>1,883,108</u> 883 108	1,754,680
Total Assets	\$ 1,883,108	\$ 1,754,680 1,754,680
LIABILITIES AND MEMBERS' EQUITY		
CURRENT LIABILITIES		
Accounts Payable - Trade	\$ 53,660	\$ 5,599
Ad Council Liabilities Liabilities	219,748	274,499
License Fee Perth, Payable Payable	70,855	
Accrued Expenses	14,298	7,646
Current Portion of Deferred Franchise Fees	13,200	14,875
Total Current Liabilities	371,761	302,619
DEFERRED FRANCHISE FEES	190,795	204,578
Total Liabilities	562,556	507,197
MEMBERS' EQUITY		
Members' Units	200	200
Members' Equity	1,320,352 1,320,352 20,352	1,247,283 1,247,283 47,283
Total Members' Equity	<u>1,320,552</u> 20,552	<u>1,247,483</u> 47,483
Total Liabilities and Members' Equity	\$ <u>1,883,108</u> 108	\$ 1,754,680 1,754,680

See accompanying Notes to Financial
~~Statements~~ [Statements](#)

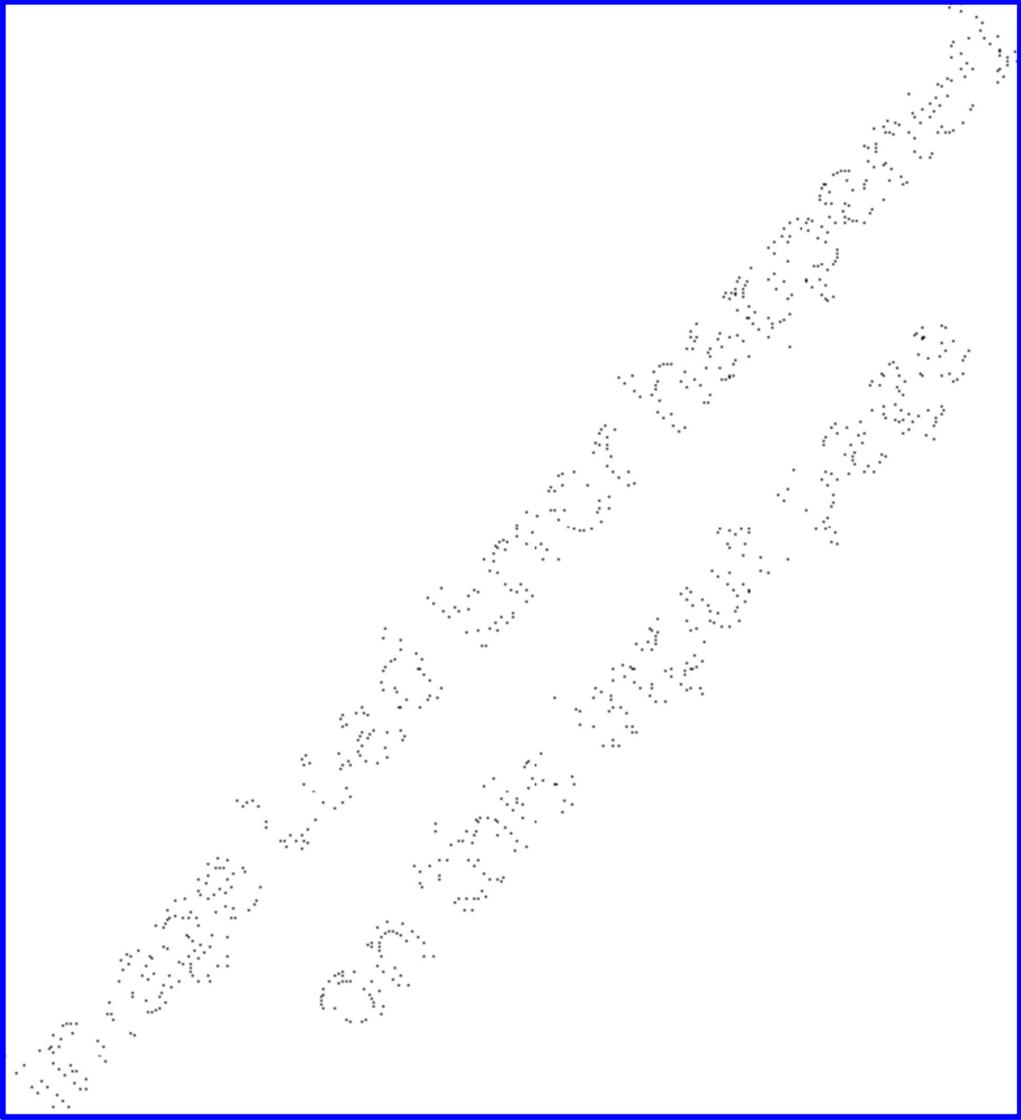
CROOKED PINT, LLC
 STATEMENTS OF OPERATIONS
 YEARS ENDED DECEMBER 31, 2022 AND 2021

	2022	2021
REVENUES		
Royalty, Advertising, and Franchise <u>Franchise</u> Fees	S 1,458,420	<u>S</u> 1,163,015
Management Fee Income	92,918	99,653
Administrative Allowance	490,455	401,363
Total Revenues	<u>2,041,793</u>	<u>1,664,031</u>
OPERATING EXPENSES	<u>1,472,071</u>	<u>923,928</u>
INCOME FROM OPERATIONS	569,722	740,103
OTHER INCOME (EXPENSE)		♦
Interest Expense <u>Expense</u>		
Interest Income	2,898	84
Other Income	50,450 <u>50,450</u>	235,870
Total Other Income	<u>53,348 53,348</u>	<u>235,954 235,954</u>
NET INCOME	<u>S</u>	<u>S 976,057</u>

CROOKED PINT, LLC
STATEMENTS OF MEMBERS' EQUITY
YEARS ENDED DECEMBER 31, 2022 AND 2021

	Members' Units		Members'		Total	
BALANCE--DECEMBER 31, 2020	5	200	\$		\$	271.426
Net Income				976.057		976.057
Distribution						
BALANCE--DECEMBER 31, 2021		200		1,247.283		1,247.483
Net Income				623.070		623.070
Distribution				(550,000)		(550,000)
BALANCE--DECEMBER 31, 2022		200	\$	1,320.353	\$	1,320.553

See accompanying Notes to Financial Statements.



CROOKED PINT, LLC
STATEMENTS OF CASH FLOWS
YEARS ENDED DECEMBER 31, 2022 AND 2021

	2022	2021
CASH FLOWS FROM OPERATING ACTIVITIES		
Net Income	\$ 623,070 <u>623,070</u>	\$ 976,057 <u>976,057</u>
Adjustments to Reconcile Net Income to Net Cash Provided by Operating Activities:		
Paycheck Protection Program Loan Forgiveness		(196,800)
(Increase) Decrease in Current Assets:		
Accounts Receivable	105,995	(237,918)
Due from Related Parties	35,891	(80,590)
Other Receivables	16,550	6,827
Prepays	3,605	(1,242) <u>1,242</u>
Increase (Decrease) in Current Liabilities:		
Accounts Payable - Trade	48,061	(127,293)
Accrued Expenses	6,652 <u>6,652</u>	1,515
Deferred Franchise Fees	55,397 <u>55,397</u>	30,125
Net Cash Provided by Operating Activities	<u>895,221</u>	<u>370,681</u>
CASH FLOWS FROM FINANCING ACTIVITIES		
Payments on Long-Term Debt		114,800
Proceeds from Payroll Protection Program Loans		114,800
Distributions	(550,000) <u>(550,000)</u>	
Net Cash Used by Financing Activities	155,197 <u>100</u>	114,800 <u>114,800</u>
NET INCREASE IN CASH AND CASH EQUIVALENTS	345,221	485,481
Cash and Cash Equivalents - Beginning of Year	873,064 <u>873,064</u>	387,583 <u>387,583</u>
CASH AND CASH EQUIVALENTS - END OF YEAR	\$ 1,218,285 <u>218,285</u>	\$ 873,084 <u>873,066</u>

CROOKED PINT. LLC
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2022 AND 2021

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

~~Nature of Operations~~ Nature of Operations

Crooked Pint, LLC (the Company) is the owner of the Crooked Pint Ale House mark and has the exclusive right to sell Crooked Pint Ale House and related trademarked franchises. The Company has transactions with various entities who share common ownership. Significant related party transactions include revenue from franchised stores that share common ownership and payroll and management fees from other related entities. See Note 3 for all related party transactions.

~~Adoption of New Accounting Standards~~ Adoption of Accounting Standards

In February 2016, the Financial Accounting Standards Board (FASB) issued ASU 2016-02, *Leases (Topic 842)*. This new standard increases transparency and comparability among organizations by requiring the recognition of ~~right-of-use~~ right-of-use (ROU) assets and lease liabilities on the balance sheet. Most prominent among the changes in the standard is the recognition of ROU assets and lease liabilities by lessees for those leases classified as operating leases. Under the standard, disclosures are required to meet the objective of enabling users of financial statements to assess the amount, timing, and uncertainty of cash flows arising from leases.

The Company adopted the requirements of the guidance effective January 1, 2022, and has elected to apply the provisions of this standard to the beginning of the period of adoption, through a cumulative effect adjustment, with certain practical expedients available. Lease disclosures for the year ended December 31, 2021 are made under prior lease guidance in FASB ASC 840.

The Company has elected to adopt the package of practical expedients available in the year of adoption. The Company has not elected to adopt the available practical expedient to use ~~hindsight in determining the lease term and in assessing impairment of the Company's ROU~~ hindsight in determining the lease term and in assessing impairment of the Company's ROU assets.

The standard had no material impact on the balance sheets, income statements, or statements of cash flows.

~~Cash and Cash Equivalents~~ Cash and Cash Equivalents

For purposes of the statements of cash flows, the Company considers all highly liquid debt instruments purchased with a ~~maturity~~ maturity of three months or less to be cash equivalents. Substantially all cash is deposited in one financial institution. At times, amounts on deposit may be in excess of the Federal Deposit Insurance Corporation insurance limit.

CROOKED PINT, LLC
 NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2022 AND 2021

~~DECEMBER 31, 2022 AND 2021~~

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Accounts Receivable

The Company provides an allowance for bad debts using the allowance method, which is based on management judgment considering historical information. Services are sold on an unsecured basis. Payment is required up to 30 days after receipt of the invoice. Accounts past due more than 90 days are individually analyzed for collectibility. An allowance is provided for accounts when a significant pattern of uncollectibility has occurred. When all collection efforts have been exhausted, the accounts are written off against the related allowance. The allowance for bad debts was ~~5-0~~S-0 at December 31, 2022 and 2021.

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Revenue Recognition

Revenue from contracts with customers consist primarily of royalties, advertising fund contributions, and initial, transfer, and renewal franchise fees. Our performance obligations under franchise agreements consist of a) a franchise license. b) pre-opening services, such as training, and c) ongoing services, such as management of the advertising fund, development of training materials, and menu items and restaurant ~~monitoring~~monitong. These performance obligations are highly interrelated, so we do not consider them to be individually distinct and, therefore, account for them under ASC 606 as a single performance obligation, which is satisfied by providing a right to use our intellectual property over the term of each franchise agreement.

Royalties, including franchisee contributions to the advertising fund, are calculated as a percentage of franchise restaurant sales over the term of the franchise agreement. Initial and renewal franchise fees are payable by the franchisee ~~prior~~prior to the restaurant opening or at the time of a renewal of an existing franchise agreement. Our franchise agreement royalties, inclusive of advertising fund contributions, represent ~~sales-based~~sales-based royalties that are related ~~entirely~~entirety to our performance obligation under the franchise agreement and are recognized as franchise sales occur. Additionally, under ASC 606, initial, transfer, and renewal franchise fees are recognized as revenue on a straight-line basis over the term of the respective agreement.

The timing of revenue recognition, billings, and cash collections results in receivables and contract liabilities. Accounts receivable are recorded when the right to consideration becomes unconditional and were ~~\$309,298, \$415,293, and \$177,375~~S309.298. S415.293. and S177.375 at December 31, 2022, 2021, and 2020, respectively. The Company receives advances from customers on franchise fees that exceed costs incurred and revenue earned to date, resulting in contract liabilities. Contract liabilities were ~~\$203,995, \$219,453, and \$189,328~~S203.995. S219,453, and S189.328 at December 31, 2022, 2021, and 2020, respectively.

The following table represents a disaggregation of revenue from contracts with customers:

	2022	2021
Royalties	\$ <u>1,109,011</u>	\$ <u>863,401</u>
Advertising Funds	333,951	284,739
Initial Franchise Fees	15,458	14,875

CROOKED PINT, LLC
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2022 AND 2021

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~~CROOKED PINT, LLC~~
~~NOTES TO FINANCIAL STATEMENTS~~

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CROOKED PINT, LLC
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2022 AND 2021

NOTE ~~4~~1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Consideration from Vendors

The Company has entered into food and beverage supply agreements with certain major vendors. Pursuant to the terms of the agreements, rebates are provided to the Company from the vendors based upon the dollar volume of purchases for franchised restaurants. These rebates are recognized throughout the year and are classified as other income on the statements of operations.

Advertising Costs

The Company administers the Crooked Pint Restaurants Advertising Fund (the Ad Fund) for which a percentage of gross sales is collected from Crooked Pint franchisees to be used for various forms of advertising for the Crooked Pint brand. The Company administers and directs the development of all advertising and promotion programs in the Ad Fund for which it collects advertising contributions, in accordance with the provisions of its franchise agreements. The Company has a contractual obligation with regard to these advertising contributions. The Company consolidates and reports all assets and liabilities of the Ad Fund as ~~restncted~~restricted assets of the Ad Fund and restricted liabilities of the Ad Fund within current assets and current liabilities, respectively in the balance sheets. The assets and liabilities of the Ad Fund consist primarily of cash, receivables, accrued expenses, and any cumulative surplus related to the Ad Fund. Pursuant to the Company's franchise agreements, use of Ad Fund contributions is restricted to advertising, public relations, merchandising, and administrative expenses to increase sales and ~~hither~~further enhance the public reputation of the brand.

Ad Fund contributions and expenditures are reported on a gross basis in the statements of operations, which are largely offsetting and, therefore, do not impact our reported net income. The Company incurred advertising costs of ~~\$237,951 and 5284,740~~\$237,951 and \$284,740 for the years ended December 31, 2022 and 2021, respectively.

~~M-e-n-a-c-e-s~~Income Taxes

The Company, with the consent of its members, has elected to be taxed under sections of the federal and state income tax laws which provide that, in lieu of corporate income taxes, the Company's income, deductions, and credits are reported by its members. Accordingly, no provision is made for income taxes in the financial statements.

The Company has evaluated its tax positions and determined it has no uncertain tax positions as of December 31, 2022 and 2021.

Use of Estimates

The preparation of financial statements in conformity with accounting ~~pnnaples~~principles generally accepted in the United States of ~~Amen~~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.

~~CROOKED PINT, LLC~~
~~NOTES TO FINANCIAL STATEMENTS~~
~~DECEMBER 31, 2022 AND 2021~~

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Reclassifications

Certain prior year amounts have been reclassified for consistency with ~~the~~the current year presentation. These reclassifications had no effect on the reported results of operations.

Subsequent Events

In preparing these financial statements, ~~the~~the Company has evaluated events and transactions for potential recognition or disclosure through April 18, 2023, the date the financial statements were available to be issued.

NOTE 2 LONG-TERM DEBT

On April 16, ~~2020~~2021, the Company received a first draw loan from a bank in the amount of ~~582,100~~582,100 to fund payroll, rent, utilities, and interest on mortgages and existing debt through the Paycheck Protection Program (the PPP Loan). On January 16, ~~2021~~2021, the Company received a second draw loan from a bank in the amount of \$114,800 to fund payroll, rent, utilities, ~~and~~and interest on mortgages and existing debt through the ~~Paycheck~~Paycheck Protection Program (the PPP Loan). The PPP Loans bear interest at a fixed rate of 1.0% per annum and are unsecured and guaranteed by the U.S. Small Business ~~Administration~~Administration (SBA). Payment of principal and interest was deferred until the date on which the amount of forgiveness is remitted to the SBA to the lender or, if the Company failed to apply for forgiveness within 10 months after the covered ~~period~~period, then payment of principal and interest shall begin on that date. These amounts subject to forgiveness based on compliance with program requirements and approval by the SBA.

The Company is following ASC 470, ~~Debt~~Debt, to account for the initial receipts related to the PPP loans. On March 17, ~~2021~~2021, the SBA processed the Company's first draw PPP loan forgiveness application and notified the bank the PPP Loan qualified for ~~ful~~full forgiveness ~~on~~on the 2020 PPP Loan. Loan proceeds were received by the bank from the SBA on this date. On December 17, 2021, the SBA processed the Company's second draw PPP Loan forgiveness application and notified the bank the PPP Loan qualified for ~~ful~~full forgiveness on the 2021 PPP Loan. Loan proceeds were received by the bank from the SBA on this date. Therefore, the Company was legally released from the debt and the loan forgiveness has been recorded as a gain on extinguishment of debt, ~~which~~which is included in other income during the years ended December 31, ~~2021~~2021 and 2020, respectively.

The SBA may review funding eligibility and usage of funds for compliance with the program requirements based on dollar thresholds and other factors. The amount of the liability, ~~if any~~if any, from potential noncompliance cannot be determined with certainty, ~~however~~however, management is of the opinion that any review will not have a material adverse impact on the Company's financial position.

CROOKED PINT, LLC
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2022 AND 2021

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CROOKED PINT, LLC
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2022 AND 2021

DECEMBER 31, 2022 AND 2021

NOTE 3 RELATED PARTY TRANSACTIONS

Service fees and management fees paid to Green Mill Restaurants, LLC, related through ~~common~~ common ownership, were ~~\$387,000~~ \$387,000 and ~~\$89,250~~ \$89,250 for the years ended December 31, 2022 and 2021, respectively.

The Company leases employees from entities related through common ownership. Amounts totaled \$368,697 and ~~\$388,416~~ \$388,416 for the years ended December 31, 2022 and 2021, respectively.

The Company leases office space from entities related through common ownership. Amounts totaled ~~\$35,100~~ \$35,100 and ~~\$32,400~~ \$32,400 for the years ended December 31, 2022 and 2021, respectively.

At December 31, 2022 and 2021, the Company had accounts receivable from other entities related through common ownership totaling approximately ~~\$303,000 and \$370,000,~~ \$303,000 and \$370,000, respectively. Royalties charged to these entities were ~~\$193,000 and \$261,000~~ \$193,000 and \$261,000 for the years ended December 31, 2022 and 2021, respectively.

The Company forgave royalties totaling ~~\$188,000~~ \$188,000 from related entities during the year ended December 31, 2022.

In addition to the amounts included in accounts receivable, the Company had amounts due from related parties of ~~\$135,778~~ \$135,778 and ~~\$171,669~~ \$171,669 at December 31, 2022 and 2021, respectively. These items are settled annually and do not bear interest.

Hightop Brands, LLC (a related party) holds the licensing ~~rights~~ rights that the Companies sell under the Crooked Pint franchise name. A licensing fee is paid upon receipt of a franchise fee based upon a predetermined schedule. The license holder also shares in royalties collected from the operating franchises in the form of a licensing fee also based on predetermined percentages. The companies incurred licensing fee expense of ~~\$277,580~~ \$277,580 and ~~\$0~~ \$0 for the years ended December 31, 2022 and 2021, respectively.

The Company owed related parties \$121,000 at December 31, 2022.

NOTE 4 EMPLOYEE RETENTION CREDIT

Grants from the government are recognized when all conditions of such grants are fulfilled or there is reasonable assurance that they will be fulfilled. The Company complied with the conditions of Employee Retention Credit (ERC) funding from the Federal Government in the amount of ~~\$53,954~~ \$53,954 and ~~\$39,330~~ \$39,330 in compliance with the program.

Grants related to this program are classified as other income and other receivable until received. The Company recognized ~~\$53,954~~ \$53,954 and ~~\$39,330~~ \$39,330 of other income related to performance requirements being met and costs being incurred in compliance with the program during the years ended December 31, 2022 and 2021, respectively.

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DECEMBER 31, 2022 AND 2021

~~NOTE 4 EMPLOYEE RETENTION CREDIT (CONTINUED)~~

~~The Internal Revenue Service may review funding eligibility and usage of funds to compliance with the program requirements based on dollar thresholds and other factors. The amount of the liability, if any, from potential noncompliance cannot be determined with certainty; however,~~

~~CROOKED PINT, LLC
NOTES TO FINANCIAL STATEMENTS~~

~~management is of the opinion that any review will not have a material~~

~~adverse impact on the Company's financial position.~~

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~~CliftonLarsonAllen LLP~~ CliftonLarsonAllen LP

INDEPENDENT AUDITORS' ACKNOWLEDGMENT

Crooked Pint, LLC
St. Paul, Minnesota

We agree to the inclusion in the Franchise Disclosure Document dated June ~~16, 2022~~ 16, 2022 issued by Crooked Pint, LLC (~~Franchisor~~ Franchisor) of our report dated April 15, 2022 on our audit of the financial statements of Franchisor as of December 31, 2021 and 2020 and for the years then ended, and our report dated March 5, 2021 on our audit of the financial statements of Franchisor as of December 31, 2020 and 2019, and for the years then ended.

Director of Law

CliftonLarsonAllen LLP

~~Watonna~~OW 8tonna. Minnesota
June 22, 2022

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CROOKED PINT, LLC
FINANCIAL STATEMENTS
YEARS ENDED DECEMBER 31, 2021 AND 2020



WEALTH ~~ADVISORY~~ ADVISORY I
OUTSOURCING AUDIT, TAX, AND
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CROOKED PINT. LLC
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YEARS ENDED DECEMBER 31, 2021 AND 2020

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INDEPENDENT AUDITORS' REPORT

Board of Governors
Crooked Pint, LLC
St. Paul, Minnesota

Opinion

We have audited the accompanying financial statements of Crooked Pint, LLC (the Company), which comprise the balance sheets as of December 31, 2021 and 2020, and the related statements of operations, members' 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 Crooked Pint, LLC as of December 31, 2021 and 2020, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

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 Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Crooked Pint, LLC 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 these 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 Crooked Pint, LLC's ability to continue as a going concern for one year after the date the financial statements are available to be issued.

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Board of Governors
Crooked Pint. LLC

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

In performing an audit in accordance with GAAS, we:

- ~~Exercise professional judgment~~ and maintain ~~professional skepticism throughout the~~ audit.
- Identify and assess the risks of ~~material~~ misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Crooked Pint, LLC'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 Crooked Pint. LLC's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charge 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.

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CliftonLarsonAllen LLP

Owatonna, Minnesota
April 15, 2022

BALANCE SHEETS
DECEMBER 31, 2021 AND 2020

	2021	2020
ASSETS		
CURRENT ASSETS		
Cash and Cash Equivalents	\$ 873,084 <u>873,064</u>	S 387,583 <u>387,583</u>
Ad Couned <u>Council</u> Assets	274,499	124,609
Accounts Receivable (Including Related Parties - See Note 3)	415,293 <u>415,293</u>	177,375
Due from Related Parties	171,689 <u>171,669</u>	91,079
Other Receivables	16,550 <u>16,550</u>	23,377
Prepaid Expenses	3,605	2,363 <u>2,363</u>
Total Current Assets	1,754,680	806,386
Total Assets	\$ 1,751,680 <u>1,754,680</u>	S 886,066 <u>806,386</u>
LIABILITIES AND MEMBERS' EQUITY		
CURRENT LIABILITIES		
Accounts Payable - Trade	\$ 5,599	S 132,692 <u>132,892</u>
Ad Couned <u>Council</u> Liabilities	274,499 <u>274,499</u>	124,609 <u>124,609</u>
Accrued Expenses	7,646 <u>7,646</u>	6,131 <u>6,131</u>
Currant <u>Current</u> Portion of Deferred Franchise Fees	13,200 <u>13,200</u>	14,875 <u>14,875</u>
Total Currant Liabdities <u>Current Liabilities</u>	300,944	278,507
LONG-TERM DEBT (Less Current Portion)		82,000
DEFERRED FRANCHISE FEES	206,253	174,531 <u>174,453</u>
Total Lubaibes <u>Liabilities</u>	507,197	534,960
MEMBERS' EQUITY		
Members' Lints <u>Units</u>	200	200
Members' Equity <u>Equity</u>	1,247,283	271,226
Total Members' Equity	1,247,483 <u>1,247,483</u>	271,426
Total Labilibes <u>Liabilities</u> and Members' Equity	\$ 1,754,680 <u>1,754,680</u>	S 806,386 <u>806,386</u>

CROOKED PINT, LLC

*See accompanying NOA9S to Financial
Statements*

CROOKED PINT, LLC
CROOKED PINT. LLC
STATEMENTS OF OPERATIONS
YEARS ENDED DECEMBER 31, 2021 AND 2020

	2021		2020
<u>REVENUES</u>			
Royalty, Advertising, and Franchise Fees	S 1,163,051.163 1,163,015	S	793,941
Management Fee Income	99,653		65,249
Administrative Allowance	401,363 401,363		251,587
Total Revenues	1,664,031		1,110,777
OPERATING EXPENSES	923,928		937,323
INCOME FROM OPERATIONS	740,103		173,454
OTHER INCOME (EXPENSE)			
Interest Expense			(121)
Interest Income	84		400
Other Income	235,870		38,008
Total Other Income	235,954 235,954		38,287
NET INCOME	S	S	211,741

[See accompanying Notes to Financial Statements.](#)

CROOKED PINT, LLC

See accompanying Notes to Financial Statement

~~CROOKED PINT, LLC~~
CROOKED PINT, LLC

STATEMENTS OF MEMBERS' EQUITY
YEARS ENDED DECEMBER 31, 2021 AND 2020

	Members' Units Units	Mertens' Members Equity	Total
<u>BALANCE - DECEMBER 31, 2019</u>			
BALANCE - DECEMBER 31, 2019	\$ 200	\$ 259,485	\$ 259,685
Net Income		211,741	211,741 211,741
Distributions		(203,000 200,000)	(200,000 200,000)
BALANCE - DECEMBER 31, 2020 31, 2020	200	271,228 271,226	271,426 271,426
Net Income		976,057	976,057
Distributions			
BALANCE - DECEMBER 31, 2021	\$00 \$ 200	\$-212 1,247,283	\$1,247,483 1,247,283

See accompanying Notes to Financial Statements.

CROOKED PINT, LLC
STATEMENTS OF CASH FLOWS
YEARS ENDED DECEMBER 31, 2021 AND 2020

	2021	2020
CASH FLOWS FROM OPERATING ACTIVITIES		
Net Income	\$ 976.057	\$211,741
Adjustments to Reconcile Net Income to		
Net Cash Provided by Operating Activities <u>Activibes</u>		
Paycheck Protection Program Loan Forgiveness	(196.800)	
(Increase) Decrease in Current Assets:		
Accounts Receivable	(237.918)	(25,821)
Due From Related Parties	(80,590)	(56.540)
Other Receivables	6.827	(16.423)
Prepays	(1.242)	4,545
Increase (Decrease) in Current Liabilities:		
Accounts Payable - Trade	(127.293)	129.104
Accrued Expenses	1.515	(15.484)
Deferred Franchise Fees	30.125	(35.019)
Net Cash Provided by Operating Activities	<u>370.681</u>	<u>196.103</u>
CASH FLOWS FROM FINANCING ACTIVITIES		
Payments on Long-Term Debt		(8.017)
Proceeds from Payroll Protection Program Loans	114.800	82.000
Distributions		(200.000)
Net Cash Provided (Used) by Financing Activities	<u>114.800 114.800</u>	<u>imam 126.01</u>
		<u>7</u>
NET INCREASE IN CASH AND CASH EQUIVALENTS		
	485.481	70.086
Cash and Cash Equivalents <u>Equivalents</u> - Beginning of Year	<u>387.583</u>	<u>317.497</u>
CASH AND CASH EQUIVALENTS - END OF YEAR	<u>22 \$ 873.064</u>	<u>\$ 387,583</u>

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CROOKED PINT, LLC
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2021 AND 2020

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Operations

Crooked Pint, LLC (the Company) is the owner of the Crooked Pint Ale House mark and has the exclusive right to sell Crooked Pint Ale House and related trademarked franchises. The Company has transactions with various entities who share common ownership. Significant related party transactions include revenue from franchised stores that share common ownership and payroll and management fees from other related entities. See Note 3 for all related party transactions.

Cash and Cash & Investments Equivalents

For purposes of the statements of cash flows, the Company considers all highly liquid debt instruments purchased with a maturity of three months or less to be cash equivalents. Substantially all cash is deposited in one financial institution. At times, amounts on deposit may be in excess of the Federal Deposit Insurance Corporation insurance limit.

Accounts Receivable

The Company provides an allowance for bad debts using the allowance method, which is based on management judgment considering historical information. Services are sold on an unsecured basis. Payment is required up to 30 days after receipt of the invoice. Accounts past due more than 90 days are individually analyzed for collectibility. An allowance is provided for accounts when a significant pattern of uncollectibility has occurred. When all collection efforts have been exhausted, the accounts are written off against the related allowance. The allowance for bad debts was \$-0- at December 31, 2021 and 2020.

Revenue Recognition

Revenue from contracts with customers consist primarily of royalties, advertising fund contributions, and initial, transfer and renewal franchise fees. Our performance obligations under franchise agreements consist of a) a franchise license, b) pre-opening services, such as training, and c) ongoing services, such as management of the advertising fund, development of training materials and menu items and restaurant monitoring. These performance obligations are highly interrelated so we do not consider them to be individually distinct and, therefore, account for them under ASC 606 as a single performance obligation, which is satisfied by providing a right to use our intellectual property over the term of each franchise agreement.

Royalties, including franchisee contributions to the advertising fund, are calculated as a percentage of franchise restaurant sales over the term of the franchise agreement. Initial and renewal franchise fees are payable by the franchisee prior to the restaurant opening or at the time of a renewal of an existing franchise agreement. Our franchise agreement royalties, inclusive of advertising fund contributions, represent sales-based royalties that are related entirely to our performance obligation under the franchise agreement and are recognized as franchise sales occur. Additionally, under ASC 606, initial, transfer and renewal franchise fees are recognized as revenue on a straight-line basis over the term of the respective agreement.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Revenue Recognition (Continued)

The following table represents a disaggregation of revenue from contracts with customers:

	2021	2020
Royalties	\$ 863.401	\$ 551.953
Advertising Funds	284.739	206.969
Initial Franchise Fees	14.875	35.019

Consideration from Vendors

The Company has entered into food and beverage supply agreements with certain major vendors. Pursuant to the terms of the agreements, rebates are provided to the Company from the vendors based upon the dollar volume of purchases for franchised restaurants. These rebates are recognized throughout the year and are classified as other income on the statements of operations.

Advertising Costs

The Company administers the Crooked Pint Restaurants Advertising Fund (the Ad Fund) for which a percentage of gross sales is collected from Crooked Pint franchisees to be used for various forms of advertising for the Crooked Pint brand. The Company administers and directs the development of all advertising and promotion programs in the Ad Fund for which it collects advertising ~~contributions~~ contributions, in accordance with the provisions of its franchise agreements. The Company has a contractual obligation with regard to these advertising contributions. The Company consolidates and reports all assets and liabilities of the Ad Fund as ~~restricted~~ restricted assets of the Ad Fund and restricted ~~liabilities~~ liabilities of the Ad Fund within current assets and current liabilities, respectively in the balance sheets. The assets and liabilities of the Ad Fund consist ~~primarily~~ primarily of cash, receivables, accrued expenses, and any cumulative surplus related to the Ad Fund. Pursuant to the Company's franchise agreements, use of Ad Fund contributions is restricted to advertising, ~~public~~ public relations, merchandising, and administrative expenses to increase sales and further enhance the public reputation of the brand.

Ad Fund contributions and expenditures are reported on a gross basis in the statements of operations, which are largely offsetting and, therefore, do not impact our reported net income. The Company incurred advertising costs of \$~~284.740~~ 284,740 and \$206.969 for the years ended December 31, 2021 and 2020, respectively.

Income Taxes

The Company, with the consent of its members, has elected to be taxed under sections of the federal and state income tax laws which provide that, in ~~lieu~~ lieu of corporate income taxes, the Company's income, deductions, and credits are reported by its members. Accordingly, no provision is made for income taxes in the financial statements.

The Company has evaluated its tax positions and determined it has no uncertain tax positions as of December 31, 2021 and 2020.

CROOKED PINT, LLC
NOTES TO FINANCIAL STATEMENTS

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NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Use of Estimates

The preparation of financial statements in conformity with accounting ~~principles~~ 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 ~~abilities~~ 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.

Reclassifications

Certain prior year amounts have been reclassified for consistency with the current year presentation. These reclassifications had no effect on the reported results of operations.

Subsequent Events

In preparing these financial statements, the Company has evaluated events and transactions for potential recognition or disclosure through April 15, 2022, the date the financial statements were available to be issued.

NOTE 2 ~~LONG-TERM~~ LONG-TERM DEBT

On April 16, 2020, the Company received a first draw loan from a bank in the amount of ~~\$82,100~~ \$82,100 to fund payroll, rent, utilities, and interest on mortgages and existing debt through the Paycheck Protection Program (the PPP Loan). On January 16, 2021, the Company received a second draw loan from a bank in the amount of ~~5114,800~~ \$114,800 to fund payroll, rent, utilities, and interest on mortgages and existing debt through the Paycheck Protection Program (the PPP Loan). The PPP Loans bear interest at a fixed rate of 1.0% per annum and are unsecured and guaranteed by the U.S. Small Business Administration (SBA). Payment of principal and interest was deferred until the date on which the amount of forgiveness is remitted to the SBA to the lender or, if the Company failed to apply for forgiveness within 10 months after the covered period, then payment of principal and interest shall begin on that date. These amounts subject to forgiveness based on compliance with program requirements and approval by the SBA.

The Company is following ASC 470, *Debt*, to account for the initial receipts related to the PPP ~~loans~~ loans. On March 17, 2021, the SBA processed the Company's first draw PPP loan forgiveness application and notified the bank the PPP Loan qualified for ~~full~~ full forgiveness on the 2020 PPP Loan. Loan proceeds were received by the bank from the SBA on this ~~date~~ date. On December 17, 2021, the SBA processed the Company's second draw PPP Loan forgiveness application, and ~~notified~~ notified the bank the PPP Loan qualified for ~~full~~ full forgiveness on the 2021 PPP Loan. Loan proceeds were received by the bank from the SBA on this date. Therefore, the Company was legally released from the debt and the loan forgiveness has been recorded as a gain on extinguishment of debt, which is included in other income during the years ended December 31, 2021 and 2020, respectively.

CROOKED PINT, LLC
NOTES TO FINANCIAL STATEMENTS

NOTE 2 LONG-TERM DEBT (CONTINUED)

The SBA may review funding eligibility and usage of funds for compliance with the program requirements based on dollar thresholds and other factors. The amount of the liability, if any, from potential noncompliance cannot be determined with certainty; however, management is of the opinion that any review will not have a material adverse impact on the Company's financial position.

NOTE 3 RELATED PARTY TRANSACTIONS

Service fees and management fees paid to Green Mill Restaurants, LLC, related through common ownership, were ~~589,250~~ \$89,250 and ~~\$178,000~~ \$178,000 for the years ended December 31, 2021 and 2020, respectively. At December 31, 2020, ~~5120,000~~ \$120,000 of this was included in accounts payable.

The Company leases employees from entities related through common ownership. Amounts totaled ~~\$388,416~~ \$388,416 and \$410,023 for the years ended December 31, 2021 and 2020, respectively.

The Company ~~leases~~ leases office space from entities related through common ownership. Amounts totaled \$32,400 for the years ended December 31, 2021 and 2020.

At December 31, 2021 and 2020, the Company had accounts receivable from other entities related through common ownership totaling approximately ~~5370,000~~ \$370,000 and ~~\$130,000~~ \$130,000, respectively. Royalties charged to these entities were ~~\$261,000 and \$205,000~~ \$261,000 and \$205,000 for the years ended December 31, 2021 and 2020, respectively.

In addition to the amounts included in accounts receivable, the Company had amounts due from related parties of ~~\$171,669~~ \$171,669 and ~~\$91,079~~ \$91,079 at December 31, 2021 and 2020, respectively. These items are settled annually and do not bear interest.

NOTE 4 RECENT ACCOUNTING PRONOUNCEMENTS

Lease Accounting

In February 2016, the FASB issued amended guidance for the treatment of leases. The guidance requires lessees to recognize a ~~right-of-use~~ right-of-use asset and a corresponding lease liability for all operating and finance leases with lease terms greater than one year. The accounting for lessors will remain relatively unchanged. The guidance changes the accounting for sale and leaseback transactions to conform to the new revenue recognition standard. The guidance also requires both qualitative and quantitative disclosures regarding the nature of the entity's leasing activities. The guidance will initially be applied using a modified retrospective approach. The amendments in the guidance are effective for fiscal years beginning after December ~~15, 2021~~ 1, 2021. Early adoption is permitted. ~~Management is~~ Management is evaluating the impact of the amended lease guidance on the entity's financial statements.

NOTE 5 RISKS AND UNCERTAINTIES

The COVID-19 pandemic is having significant effects on global markets, supply chains, businesses, and communities. Specific to the Company, COVID-19 may impact various parts of its 2021 operations and financial results, including the ability to collect royalties from franchises that are facing uncertainties. Management believes the Company is taking ~~appropriate~~appropriate actions to mitigate the negative impact. However, the full impact of COVID-19 is unknown and cannot be reasonably estimated as these events occurred subsequent to year-end and are still developing.



Board of Governors
Crooked Pint, LLC
St. Paul, Minnesota

We have audited the financial statements of Crooked Pint, LLC, (the Company) for the years ended December 31, 2021, and have issued our report thereon dated April 15, 2022. We have previously communicated to you information about our responsibilities under auditing standards generally accepted in the United States of America, as well as certain information related to the planned scope and timing of our audit. Professional standards also require that we communicate to you the following information related to our audit.

Significant audit findings

Qualitative aspects of accounting practices

Accounting policies

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by Crooked Pint, LLC are described in Note 1 to the financial statements.

No new accounting policies were adopted and the application of existing policies was not changed during 2021.

We noted no transactions entered into by the Company during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. There were no accounting estimates affecting the financial statements which were particularly sensitive or required substantial judgments by management.

Financial statement disclosures

Certain financial statement disclosures are particularly sensitive because of their significance to financial statement users. There were no particularly sensitive financial statement disclosures.

The financial statement disclosures are neutral, consistent, and clear.

Significant unusual transactions

We ~~identified~~identifieo no significant unusual transactions.



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Difficulties encountered in performing the audit

We encountered no significant ~~difficulties~~ in dealing with management in performing and completing our audit.

Uncorrected misstatements

Professional standards require us to accumulate all misstatements identified during the audit, other than those that are clearly ~~trivial~~, and ~~communicate~~ them to the appropriate level of management. Management has corrected all such misstatements.

Disagreements with management

For purposes of ~~this~~ communication, a disagreement with management is a financial accounting, ~~reporting~~, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditors' report. No such disagreements arose during our audit.

Management representations

We have requested certain representations from management that are included in the management representation letter dated April 15, 2022.

Management consultations with other independent accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, ~~similar~~ to ~~obtaining~~ a "second opinion" on certain situations. If a consultation involves application of an accounting ~~principle~~ to the Company's financial statements or a ~~determination~~ of the type of auditors' opinion that may be expressed on those statements, our professional standards require the consulting accountant to check ~~with~~ us to ~~determine~~ that the consultant has all the relevant facts. To our knowledge, there were no such consultations ~~with~~ other accountants. We were informed by management that there were no consultations with other accountants.

Other ~~Information~~ information in documents containing audited financial statements

Other information is ~~being~~ included in documents containing the audited financial statements and the auditors' report thereon. Our ~~responsibility~~ for such other information does not extend beyond the financial information identified in our auditors' report. We have no ~~responsibility~~ for determining whether such other information is ~~property~~ stated and do not have an ~~obligation~~ to perform any procedures to corroborate other information contained in such documents. As ~~required~~ by professional standards, we read the ~~Franchise Disclosure Document~~ (the other information) in order to identify material inconsistencies between the audited financial statements and the other information. We did not identify any material ~~inconsistencies~~ between the other information and the audited financial statements.

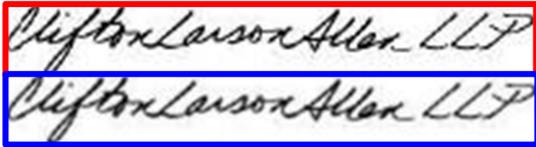
Significant issues discussed with management prior to engagement

We generally discuss a ~~variety~~ of matters, ~~including the application~~, of accounting principles and auditing standards with management each year prior to engagement as the Company's auditors. However, these discussions occurred in the normal course of our professional ~~relationship~~ and our responses were not a condition to our engagement.

Board of Governors

Crooked Pint. LLC

~~This~~This information is intended solely for the use of the members and management of ~~Crooked~~Crooked Pint, LLC. ~~It is not~~and is not intended to be, ~~and should not be,~~should not be, used by anyone ~~AMC~~Other than these specified ~~panies~~parties.



~~Clifton Larson Allen~~Clifton Larson Allen LLP

Owatonna, Minnesota

April 15, 2022



CliftonLarsonAllen LLP

KIAconnect.com CliftonLarsonAllen LLP
CIAconnect.com

Board of Governors
Crooked Pint, LLC
St. Paul, Minnesota

In planning and performing our audit of the financial statements of Crooked Pint, ~~LW~~ LLC (the Company) as of and for the year ended December 31, 2021, in accordance with auditing standards generally accepted in ~~the~~ the United ~~States~~ States of America, we considered the Company's internal control over financial reporting (internal control) as a ~~basis~~ basis for designing our auditing procedures for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the ~~effectiveness~~ effectiveness of the Company's ~~internal~~ internal control. Accordingly, we do not express an opinion on the ~~effectiveness~~ effectiveness of the Company's ~~internal~~ internal control.

Our consideration of internal control was for the limited purpose described in the ~~preceding~~ preceding paragraph and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and, therefore, material ~~weaknesses~~ weaknesses or significant deficiencies may exist that were not identified. In addition, because of inherent limitations in internal control, including the possibility of management override of controls, misstatements due to fraud or error may occur and not be detected by such controls. However, as discussed below, we identified certain deficiencies in internal control that we consider to be material weaknesses and significant deficiencies.

A deficiency in internal control exists when the design or operation of a control does ~~not~~ not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility ~~that~~ that a material misstatement of the entity's financial statements will not be prevented or detected and ~~corrected~~ corrected on a timely basis. The ~~following~~ Following material weakness was identified and communicated in the prior year: remedial action has not yet been taken:

Oversight of the financial ~~reporting~~ reporting process.

The ~~board~~ board of directors ~~and~~ and management share the ultimate responsibility for the Company's internal control system. While it is acceptable to ~~outsource~~ outsource various accounting ~~functions~~ functions, the responsibility for internal control cannot be outsourced.

The Company engages CliftonLarsonAllen LLP (CLA) to assist in preparing its financial statements and accompanying disclosures. However, as independent auditors, CLA cannot be considered ~~part~~ part of the Company's internal control system. As part of its internal control over the ~~preparation~~ preparation of its financial statements, including disclosures, the Company has implemented a comprehensive review procedure to ensure that the financial statements, including disclosures, are completed accurately. Such review procedures ~~should~~ should be performed by an individual possessing a thorough understanding of accounting principles generally accepted in the United States of America and the knowledge of the Company's activities and operations.

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Oversight of the financial ~~reporting~~ process (continued)

The Company's personnel have not monitored recent accounting developments to the extent necessary to enable them to prepare the Company's financial statements and related disclosures, to provide a high level of assurance that potential omissions or other errors that are material would be identified and corrected on a timely basis.

A significant deficiency is a deficiency, or a combination of ~~deficiencies~~, ~~deficiencies~~, in internal control that is less severe than a ~~material~~, ~~material~~ weakness, yet important enough to merit attention by those charged with governance. The following significant deficiencies were identified and communicated in the prior year; remedial action has not yet been taken:

Lack of ~~separation~~ segregation of duties

A limited number of people have the primary responsibility for the accounting and financial duties. As a result, some of those aspects of internal accounting controls which rely on an adequate segregation of duties are, for practical purposes, missing. This condition increases the possibility that errors or ~~irregularities~~, ~~irregularities~~ may occur and not be detected on a timely basis. We recognize that the Company is not large enough to make the employment of additional persons for the purpose of segregation of duties practicable from a financial standpoint, but we are required, under our professional responsibilities, to call the situation to your attention. We also recognize that the need for additional segregation of duties in certain areas would not necessarily result in more effective controls as the involvement of the owners in the day-to-day operation of the Company ~~currently~~, ~~currently~~ provides a control feature.

Journal entry review

Presently there is no formal review/approval process of journal ~~entries~~, ~~entries~~ in place, and as a result an unusual or improper journal entry could be posted and not be detected. We recommend that a formal ~~review~~, ~~approval~~, ~~review/approval~~ process by a designated member of management be implemented for all journal entries. All entries should be initialed by the preparer and the individual approving them in order to attribute responsibility to the ~~appropriate~~, ~~appropriate~~ individuals. In addition, all journal ~~entries~~, ~~entries~~ should be accompanied by full explanation and by reference to adequate supporting data.

This communication is intended solely for the information and use of management, its members, and others within the Company, and is not intended to be, and should not be, used by anyone other than these specified parties.

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CliftonLarsonAllen LLP

Owatonna, Minnesota
April 15, 2022

CROOKED PINT, LLC
FINANCIAL STATEMENTS
YEARS ENDED DECEMBER 31, 2020 AND 2019
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CROOKED PINT, LLC
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YEARS ENDED DECEMBER ~~31, 2020~~ 31, 2020 AND 2019

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STATEMENTS OF OPERATIONS 4

STATEMENTS OF MEMBERS' EQUITY 5

STATEMENTS OF CASH FLOWS 6

NOTES TO FINANCIAL STATEMENTS 7



Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Crooked Pint, LLC, as of December 31, 2020 and 2019, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Emphasis of Matter

Change in Accounting Principle

As discussed in Note 1 to the consolidated financial statements, in 2019 the Company adopted new accounting guidance for recognizing revenue from contracts with customers. Our opinion is not modified with respect to that matter.

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CliftonLarsonAllen LLP

CliftonLarsonAllen LLP

Austin, Minnesota

March 5, 2021

CROOKED PINT, LLC-
BALANCE SHEETS
DECEMBER 31, 2020 AND 2019

	2020	2019
ASSETS		
<u>CURRENT ASSETS</u>		
CURRENT ASSETS		
Cash and Cash Equivalents	\$	S 317.497
Ad Council Assets	124.609	100.214
Accounts Receivable	177.375	151.554
Other Receivables	114.456 <u>114.45</u>	41,493 <u>41.493</u>
Prepaid Expenses	2,363 <u>2363</u>	6,908 <u>908</u>
Total Current Assets	806.386	617.666
Total Assets	<u>S</u>	<u>S</u> 617.666
LIABILITIES AND MEMBERS' EQUITY		
CURRENT LIABILITIES		
Accounts Payable - Trade	S	<u>S</u> 3.788
Ad Council Liab <u>Liabilities</u>	124,609	100.214
Accrued Expenses	6.131	21.615
Current Portion <u>Portion</u> of Deferred Franchise Fees	14.875	16,833 <u>16.833</u>
Current Portion of Long-Term <u>Long-Term</u> Debt		8.017
Total Cirent <u>Current</u> Liabilities	278.507	150.467
LONG-TERM DEBT (Less Current Portion)	82.000	
DEFERRED FRANCHISE FEES	174.453	207.514
Total Liabilities	534.960	357.981
MEMBERS' EQUITY		
Members Units <u>Units</u>	200	200
Members' Equity	271 <u>226</u> <u>271</u> <u>226</u>	259.485 <u>259.4</u> <u>85</u>
Total Members' Equdy <u>Equity</u>	271.426	259.685
Total Liabilities and Members' Equity	806.386	S 617.666
<u>Total Liabilities and Members' Equity</u>	<u>S</u> 806.386	<u>S</u> 617.666

~~See accompanying Notes to Financial~~
~~Statements~~ [See](#)
[accompanying Notes to Financial](#) Statements

**CROOKED PINT, LLC
STATEMENTS OF OPERATIONS
YEARS ENDED DECEMBER 31, 2020 AND 2019**

	2020	2019
REVENUES		
	\$	
Royalty, Advertising, and Franchise Fees <u>Franchise Fees</u>	791,901 1,793.94	\$ 1,308,380 \$
	<u>1</u>	
Management Fee Income	85,249 65,249	104.020
Other Income	251.587	437,376 437.37
		<u>6</u>
Total Revenues	1,110,777	1,849,776
OPERATING EXPENSES	898,915	1,386,382
INCOME FROM OPERATIONS	211,862	463,394
INTEREST EXPENSE	121	686
NET INCOME	\$ 211,741	\$ 462,708

CROOKED PINT, LLC
STATEMENTS OF MEMBERS' EQUITY
YEARS ENDED DECEMBER 31, 2020 AND 2019

	Members- Units	Members- Equity	Total
BALANCE—DECEMBER 31-	200	\$	\$ 466.658
Change in Accounting Principle—Note 4		(194.681)	(194.681)
Net Income		462.708	462.708
Distributions		(475.000)	(475.000)
BALANCE—DECEMBER 31-	200	259.485	259.685
Net Income		211.744	211.744
Distributions		glossa	229,222
BALANCE—DECEMBER 31-	200	\$	\$ 271.426

See accompanying Notes to Financial Statements.

~~STATEMENTS OF CASH FLOWS~~

~~YEARS ENDED DECEMBER 31, 2020 AND 2019~~

2020

2019

CASH FLOWS FROM OPERATING ACTIVITIES

Net Income	\$	\$	462.708
Adjustments to Reconcile Net Income to Net Cash Provided by Operating Activities:			

(Increase) Decrease in Current Assets:

Accounts Receivable	(25.821)	46.332
Other Receivables	(72.963)	(5.260)

Prepays	4.545	(5.758)
---------	-------	---------

Increase (Decrease) in Current Liabilities:

Accounts Payable—Trade

129,104

(6,360)

Accrued Expenses

(15,484)

11,380

Deferred Franchise Fees

(35,019)

29,666

Net Cash Provided by Operating Activities

196,103

532,708

CASH FLOWS FROM FINANCING ACTIVITIES

Payments on Long-Term Debt

(8.017)

(13.262)

Proceed from Issuance of Long-Term Debt
Distributions

82,000

(200,000)

(475,000)

Net Cash Used by Financing Activities

S6-017

ii8Jaa62

NET INCREASE IN CASH AND CASH EQUIVALENTS

70.086

44.446

Cash and Cash Equivalents – Beginning of Year

317,497

273,051

CASH AND CASH EQUIVALENTS - END OF YEAR

\$

\$

317,497

(5)

See accompanying Notes to Financial Statements.



CROOKED PINT, LLC
 NOTES TO FINANCIAL STATEMENTS
 DECEMBER 31, 2020 AND 2019

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Operations

Crooked Pint, LLC (the Company) is the owner of the Crooked Pint Ale House mark and has the exclusive right to sell Crooked Pint Ale House and related trademarked franchises.

Cash and Cash Equivalents

For purposes of the statement of cash flows, the Company considers all highly liquid debt instruments purchased with a maturity of three months or less to be cash equivalents. Substantially all cash is deposited in one financial institution. At times, amounts on deposit may be in excess of the Federal Deposit Insurance Corporation insurance limit.

Accounts Receivable

The Company provides an allowance for bad debts using the allowance method, which is based on management judgment considering historical information. Services are sold on an unsecured basis. Payment is required up to 30 days after receipt of the invoice. Accounts past due more than 90 days are individually analyzed for collectibility. An allowance is provided for accounts when a significant pattern of uncollectibility has occurred. When all collection efforts have been exhausted, the accounts are written off against the related allowance. The allowance for bad debts was \$-0- at December 31, 2020 and 2019. Accounts receivable as of December 31, 2018 was \$197,886.

Revenue Recognition

Revenue from contracts with customers consist primarily of royalties, advertising fund contributions, and initial transfer and renewal franchise fees. Our performance obligations under franchise agreements consist of a) a franchise license, b) pre-opening services, such as training, and c) ongoing services, such as management of the advertising fund, development of training materials and menu items and restaurant monitoring. These performance obligations are highly interrelated so we do not consider them to be individually distinct and, therefore, account for them under ASC 606 as a single performance obligation, which is satisfied by providing a right to use our intellectual property over the term of each franchise agreement.

Royalties, including franchisee contributions to the advertising fund, are calculated as a percentage of franchise restaurant sales over the term of the franchise agreement. Initial and renewal franchise fees are payable by the franchisee prior to the restaurant opening or at the time of a renewal of an existing franchise agreement. Our franchise agreement royalties, inclusive of advertising fund contributions, represent sales-based royalties that are related entirely to our performance obligation under the franchise agreement and are recognized as franchise sales occur. Additionally, under ASC 606, initial transfer and renewal franchise fees are recognized as revenue on a straight-line basis over the term of the respective agreement.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Revenue Recognition (Continued)

The following table represents a disaggregation of revenue from contracts with customers:

	2020	2019
Royalties	\$ <u>551.953</u>	\$ <u>866.899</u>
Advertising Funds <u>AdvedisIng Funds</u>	206.969	426.148
Initial Franchise Fees	35.019	15.333

Consideration from Vendors

The Company ~~has~~ has entered into food and beverage supply agreements with certain major vendors. Pursuant to the terms of the agreements, ~~rebates~~ rebates are provided to ~~the~~ the Company from the ~~vendors~~ vendors based upon the dollar volume of purchases for franchised restaurants. These rebates are recognized ~~throughout~~ throughout the year and are classified as other ~~income~~ income on the statements of ~~operations~~ operations.

Advertising Costs

The Company administers the Crooked Pint Restaurants Advertising Fund (the Ad Fund) for ~~which~~ which a percentage of gross sales is collected from Crooked Pint franchisees to be used for various forms of advertising for the Crooked Pint ~~brand~~ brand. The Company administers and directs the development of all ~~advertising~~ advertising and promotion programs in the Ad Fund for which ~~it collects~~ it collects advertising contributions, ~~in accordance~~ accordance with ~~the~~ the provisions of ~~its~~ its franchise agreements. The Company has a contractual obligation with regard to these advertising contributions. The Company ~~consolidates~~ consolidates and reports all assets and liabilities of the Ad Fund as ~~restricted~~ restncted assets of the Ad Fund and restricted liabilities of the Ad Fund within current assets and current liabilities, ~~respectively~~ respectively in the balance sheets. The assets and liabilities of the Ad Fund consist ~~primarily~~ pnmanly of cash, receivables, ~~accrued expenses~~ accrued expenses, and any cumulative surplus related to the Ad Fund. ~~Pursuant~~ Pursuant to the ~~Companes~~ Company's franchise agreements, ~~use of Ad Fund contributions is restricted to advertising, public relations, merchandising, and administrative expenses to increase sales and further enhance the public reputation of the brand.~~

Ad Fund contributions and expenditures are reported on a gross basis in the statement of operations, ~~which are largely offsetting and, therefore, do not impact our reported net income.~~ The Company incurred advertising costs of \$206.969 and ~~\$426.148~~ 426,148 for the years ended December 31, ~~2020 and 2019, respectively.~~

CROOKED PINT, LLC
NOTES TO FINANCIAL STATEMENTS

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CROOKED PINT, LLC
 NOTES TO FINANCIAL STATEMENTS
 DECEMBER 31, 2020 AND 2019

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Change in Accounting Principle (Continued)

The modified retrospective method of transition requires the Company to disclose the effect of applying the new guidance on each item included in the 2019 financial statements. Following are the line items from the balance sheet as of December 31, 2019, that were affected, the amounts that would have been reported under the former guidance, the effects of applying the new guidance, and the balances reported under the new guidance:

	<u>Prior to</u> <u>Adoption of</u> <u>ASC 606</u>	<u>Impact from</u> <u>Adopting</u> <u>ASC 606</u>	<u>As Reported</u> <u>Under</u> <u>ASC 606</u>
<u>Liabilities</u>			
Deferred Franchise Fees		\$ 224,347	224,347 224,347
<u>Equity</u>			
Retained Earnings	483,833	(224,348)	259,485

The following are the line items from the consolidated statement of operations for the year ended December 31, 2019, that were affected, the amounts that would have been reported under the former guidance, the effects of applying the new guidance, and the amounts reported under the new guidance:

	<u>Prior to</u> <u>Adoption of</u> <u>ASC 606</u>	<u>Impact from</u> <u>Adopting</u> <u>ASC 606</u>	<u>As Reported</u> <u>Under</u> <u>ASC 606</u>
<u>Revenue</u>			
Royalty, Advertising, and Franchise	\$ 396,481		1,308,38
<u>Expenses</u>			
Operating Expenses	960,234	426,148	1,386,38
Revenue	492,375		462,708
Royalty, Advertising, and Franchise Fees		\$ 911,899	\$ 396,481
Expenses		\$ 1,308,380	
Operating Expenses		960,234	426,148
Net Income	492,375	(29,667)	462,708
<u>Cash Flow</u>			
Cash Flow from Operating Activities	503,042	29,666	29,666
Cash Flow from Operating	503,042		532,708

NOTE LONG-TERM DEBT

CROOKED PINT, LLC
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2020 AND 2019

NOTE 2 LONG-TERM DEBT

The Company had a note payable to a related party, which matured in July 2020. The balance on the note payable as of December 31, 2020 and 2019 was ~~S-US-0-~~ and ~~58,017~~S8,017, respectively.

(10)

CROOKED PINT, LLC
NOTES TO FINANCIAL STATEMENTS

NOTE 2 LONG-TERM DEBT (CONTINUED)

~~On April 16, 2020, the Company received a loan from Pioneer Bank in the amount of 582,100 to fund payroll, rent, utilities, and interest on mortgages and existing debt through the Paycheck Protection Program (the PPP Loan). The original loan agreement was written prior to the PPP Flexibility Act of 2020 (June 5) and was due over twenty-four months deferred for six months. Subsequent to this, the law changed the loan deferral terms retroactively. The PPP Flexibility Act and subsequent regulations supersede the loan agreement. The PPP Loan bears interest at a fixed rate of 1.0% per annum, has a term of two years, and is unsecured and guaranteed by the U.S. Small Business Administration. Payment of principal and interest is deferred until the date on which the amount of forgiveness is remitted to the lender or, if the Company fails to apply for forgiveness within 10 months after the covered period, then payment of principal and interest shall begin on that date. These amounts may be forgiven subject to compliance and approval based on the timing and use of these funds in accordance with the program. The covered period from April 11, 2020 to October 1, 2020, is the time that a business has to spend their PPP Loan funds. The note was forgiven in 2021.~~

NOTE 3 RELATED PARTY TRANSACTIONS

~~Service fees and management fees paid to Green Mill Restaurants, LLC, related through common ownership, were \$178,000 and 5108,000 for the years ended December 31, 2020 and 2019, respectively. At December 31, 2020, \$120,000 of this was included in accounts payable.~~

~~The Company leases employees from entities related through common ownership. Amounts totaled \$410,023 and \$645,627 for the years ended December 31, 2020 and 2019, respectively.~~

~~The Company leases office space from entities related through common ownership. Amounts totaled \$32,400 and \$24,000 for the years ended December 31, 2020 and 2019, respectively.~~

~~At December 31, 2020 and 2019, the Company had receivables from other entities related through common ownership totaling approximately \$221,000 and \$143,000, respectively. Royalties charged to these entities were 5205,000 and \$99,000 for the years ended December 31, 2020 and 2019, respectively.~~

~~The note payable disclosed in Note 2 is to a Company related through common ownership.~~

CROOKED PINT, LLC
NOTES TO FINANCIAL STATEMENTS

NOTE 4 RECENT ACCOUNTING PRONOUNCEMENTS

Lease Accounting



In February 2016, the FASB issued amended guidance for the treatment of leases. The guidance requires lessees to recognize a right-of-use asset and a corresponding lease liability for all operating and finance leases with lease terms greater than one year. The accounting for lessors will remain relatively unchanged. The guidance changes the accounting for sale and leaseback transactions to conform to the new revenue recognition standard. The guidance also requires both qualitative and quantitative disclosures regarding the nature of the entity's leasing activities. The guidance will initially be applied using a modified retrospective approach. The amendments in the guidance are effective for fiscal years beginning after December 15, 2021. Early adoption is permitted. Management is evaluating the impact of the amended lease guidance on the entity's financial statements.

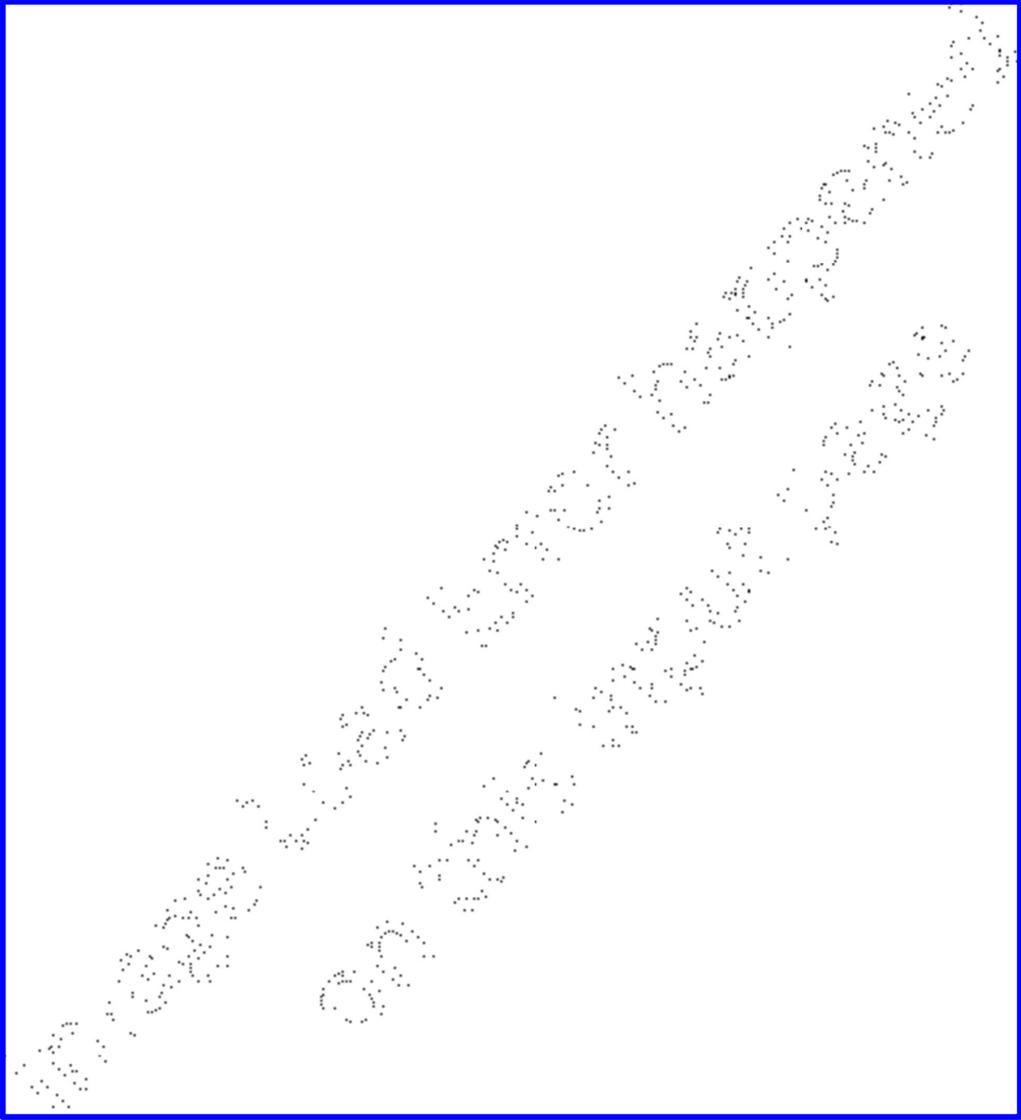
NOTE 5 RISKS AND UNCERTAINTIES

The COVID-19 pandemic is having significant effects on global markets, supply chains, businesses, and communities. Specific to the Company, COVID-19 may impact various parts of its 2021 operations and financial results, including the ability to collect royalties from franchises that are facing uncertainties. Management believes the Company is taking appropriate actions to mitigate the negative impact. However, the full impact of COVID-19 is unknown and cannot be reasonably estimated as these events occurred subsequent to year-end and are still developing.

Subsequent to year-end, the Company received a loan of 5114.800 to fund payroll, rent, utilities, and interest on mortgages and existing debt through the federal Paycheck Protection Program. These amounts may be forgiven subject to compliance and approval based

CROOKED PINT, LLC
NOTES TO FINANCIAL STATEMENTS

~~on the timing and use of these funds in accordance with the program.~~



Crooked Pint, LLC

Profit and Loss
January - March, 2022

	TOTAL
Income	
Franchise Fee Income	3,864.51 <u>3,86</u>
Management Income	23,934.78 <u>4.51</u>
Misc Income	95,045.29
Royalty Income	245,959.10 <u>45,959.10</u>
Total Income	\$368,803.68
GROSS PROFIT	\$368,803.68
Expenses	
1332 Rent	8,100.00
Automobile Expense	6,582.17
Bank Service Charges	487.99
Bonuses	46,250.00
Computer	131.88
Consulting	7,500.00
Dues and Subscriptions	1,737.00
Employee Benefit	2,051.04
Insurance	5,817.00
Insurance - Group Health	2,859.81
License Fee	61,489.78
Management Fee	79,500.00
Meals and Entertainment	390.44
Office supplies	320.67
Payroll Expenses GMR Inc	69,980.32
Postage and Delivery	245.78
Professional Fees	860.00
Accounting	1,134.00 <u>1,13</u>
Legal Fees	4.00 <u>4.00</u>
Total Professional Fees	1,994.00
(Quality Control	50.00 607.65
Repairs and Maintenance	400.00
Telephone	2,981.07
Training	1,961.60 <u>1,96</u>
Travel & Lodging	1.60 <u>1.60</u>
Total Expenses	\$301,438.20
NET OPERATING INCOME	\$67,365.48
Other Income	7,365.48 <u>7,365.48</u>
Interest Income	10.62
Total Other Income	\$10.62
NET OTHER INCOME	\$10.62

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NET INCOME

Crooked Pint, LLC

Balance Sheet

As of March 31, 2022

	<u>TOTAL</u>
<u>ASSETS</u>	
<u>Current Assets</u>	
<u>Bank Accounts</u>	
	<u>TOTAL</u>
ASSETS	
Current Assets-	
Bank Accounts	
US Bank Checking	226,028.13 <u>226,028.13</u>
US Bank Savings Account	400,024.84 <u>400,024.84</u>
Total BSc Accounts <u>Bank Accounts</u>	\$828,052.97 <u>\$828,052.37</u>
Accounts <i>Receivable</i>	
Accounts Receivable	475,182.73 <u>475,182.73</u>
Total Tad <u>Accounts Receivable</u>	8475,182.73 <u>\$475,182.73</u>
Other Currant ASsets <u>Current Assets</u>	
Accounts Receivable - Sweet Peas <u>Pea's</u>	10,000.00
Accounts Receivable Hightop <u>Hightop</u> Brands. LLC	158,000.00
Note Receivable Korpi <u>Korp</u>	16,349.69 <u>16,549.69</u>
Total Other Current Assets	\$184,549.89 <u>184,549.69</u>
Total Current <u>Curren</u> Assets	\$1,285,785.39
Other Assets	
Accumulated Amortization	406.00 <u>406.00</u>
Organizational Costs	406.00
Other Asset Ad Council	274,499.38 <u>274,498.38</u>
Prepaid Expenses	8,981.24 <u>8,987.24</u>
Total Cther <u>Other</u> Assets	\$283,488.62 <u>283,468.62</u>
TOTAL ASSETS	\$1,569,272.01 <u>1,589,272.01</u>

EXHIBIT C

**~~Franchise Agreement (including Appendices
and Addendum)~~**

SINGLE UNIT FRANCHISE AGREEMENT

CROOKED PINT, LLC

FRANCHISE AGREEMENT

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APPENDICES

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CROOKED PINT ALE HOUSE FRANCHISE AGREEMENT

This Franchise Agreement is made this ____ day of 20__ between Crooked Pint, LLC, a Minnesota limited liability company with its principal business located at 1342 Grand Avenue, St. Paul, MN 55105 (“we” or “us”), and _____, a(n) _____ whose principal business address is _____ (“franchisee Franchisee” or “you”). If the franchisee is a corporation, partnership, limited liability company or other legal entity, certain provisions to this Agreement also apply to its owners.

RECITALS

- A. We have developed a unique urban pub concept for casual/fast casual restaurants that feature a wide assortment of beer, burgers, sandwiches, entrees, other foods, unique food service and other products, beverages and services using certain standards and specifications in an upscale pub environment;
- B. Many of the food and beverage products are prepared according to specified recipes and procedures, some of which include proprietary sauces and mixes;
- C. We own the CROOKED PINT ALE HOUSE® Trademark and other trademarks used in connection with the operation of a Crooked Pint Ale House restaurant; and
- D. You desire to develop and operate a Crooked Pint Ale House restaurant and we, in reliance on your representations, have approved your franchise application.

In consideration of the foregoing and the mutual covenants and consideration below, you and we agree as follows:

SECTION 1 - DEFINITIONS

For purposes of this Agreement, the terms below have the following definitions:

- A. “Control Person” means the individual who has the authority to, and does in fact, actively direct your business affairs in regard to the Restaurant, is responsible for overseeing the general management of the day-to-day operations of the Restaurant and has authority to sign on your behalf on all contracts and commercial documents. Unless we otherwise agree in writing (i) if Franchisee is a natural person, Franchisee must serve as the Control Person, and (ii) if Franchisee is an entity, one of the owners of the entity must serve as the Control Person. The Control Person is identified on the Ownership and Management Addendum attached to this Agreement.
- B. “Gross Sales” includes the total revenues and receipts from the sale of all products, services and merchandise sold in your Restaurant whether under any of the Trademarks or otherwise, including any vending or similar activities in your Restaurant or on its premises as well as all license and use fees. Gross Sales excludes sales taxes.
- C. “Menu Items” means the wide assortment of beer, burgers, sandwiches, entrees, and other products and beverages prepared according to our specified recipes and procedures, as we may modify and change them from time to time.
- D. “Principal Owner” means any person or entity who, now or hereafter, directly or indirectly owns a 10% or greater interest in the franchisee entity when the franchisee is a corporation, limited liability company, partnership, or a similar entity. However, if we are entering into this Agreement totally or partially based on the financial qualifications, experience, skills or managerial qualifications of any person

or entity who directly or indirectly owns less than a 10% interest in the franchisee, we have the right to designate that person or entity as a Principal Owner for all purposes under this Agreement. In addition, if the franchisee is a partnership entity, then each person or entity who, now or hereafter is or becomes a general partner is a Principal Owner, regardless of the percentage ownership interest. If the franchisee is one or more individuals, each individual is a Principal Owner of the franchisee. Each franchisee must have at least one Principal Owner. Your Principal Owner(s) are identified on the Ownership and Management Addendum attached to this Agreement. Every time there is a change in the persons who are your Principal Owners, you must, within 10 days from the date of each such change, update the Ownership and Management Addendum. As used in this Agreement, any reference to Principal Owner includes all Principal Owners.

E. “Restaurant” means the Crooked Pint Ale House Restaurant you develop and operate pursuant to this Agreement.

F. “System” means the Crooked Pint Ale House System, which consists of distinctive food and beverage products prepared according to special and confidential recipes and formulas with unique storage, preparation, service and delivery procedures and techniques, offered in a setting of distinctive exterior and interior layout, design and color scheme, signage, furnishings and materials and using certain distinctive types of facilities, equipment, supplies, ingredients, business techniques, methods and procedures together with sales promotion programs, all of which we may modify and change from time to time.

G. “Trademarks” means the Crooked Pint Ale House Trademark and Service Mark that have been registered in the United States and elsewhere and/or the trademarks, service marks and trade names set forth on Appendix A, as we may modify and change from time to time, and the trade dress and other commercial symbols used in the Restaurant. Trade dress includes the designs, color schemes and image we authorize you to use in the operation of the Restaurant from time to time.

H. “Unit General Manager” means the individual who (i) personally invests his or her full time and attention and devotes his or her best efforts to the on-premises general management of the day-to-day operations of the Restaurant and (ii) meets our training requirements. Unless we otherwise agree in writing (a) if Franchisee is a natural person, Franchisee must serve as the Unit General Manager, and (b) if Franchisee is an entity, one of the owners of the entity must serve as the Unit General Manager. The Unit General Manager must be appointed at least sixty (60) days prior to the Restaurant opening and fully trained 20 days prior to the Restaurant opening.

SECTION 2-GRANT OF LICENSE

The following provisions control with respect to the license granted hereunder:

A. Authorized Location. We grant to you the right and license to establish and operate a retail Restaurant identified by the Crooked Pint Ale House Trademarks or such other marks as we may direct, to be located at or a location to be designated within ninety (90) days from the date of this Agreement (the “Authorized Location”). When a location has been designated by you and approved by us, it will become part of this subparagraph subsection 2.A as if originally stated. You acknowledge and agree that our approval of a site does not constitute a warranty of any kind, express or implied, as to the suitability of the site for your Restaurant. You acknowledge and agree that your acceptance of a franchise for the operation of a Restaurant at this Authorized Location is based on your own independent investigation. If an Authorized Location is not designated by you and approved by us within ninety (90) days from the date of this Agreement, we have the right to declare this Agreement null and void without the return of any Initial Franchise Fee or other amounts paid to us. You accept the license and undertake the obligation to operate the Restaurant at the Authorized Location using the Trademarks

and the System in compliance with the terms and conditions of this Agreement.

B. Designated Area. You must locate and operate the Restaurant at an Authorized Location

within the area described in Appendix B (the “Designated Area”). We and our affiliates will not locate and operate or grant to anyone else a franchise to locate and operate a Crooked Pint Ale House restaurant within the Designated Area so long as this Agreement is in effect, except as provided in [subparagraphsection 2.D](#). You do not have any right to sublicense or subfranchise within or outside of the Designated Area and do not have the right to operate more than one Restaurant within the Designated Area.

C. Opening. You agree that the Restaurant will be open and operating by the required open date

(“Required Open Date”). You and we agree that the Required Open Date is [\[●\]](#). If you fail to have your Restaurant open and in operation according to the provisions of this [subparagraphsubsection 2.C](#), we will have the right to terminate this Agreement without opportunity to cure pursuant to [subparagraphsubsection 13.B.2](#).

D. Non-exclusivity; Our Reservation of Rights. The license is limited to the right to develop

and operate one Restaurant at the Authorized Location located in the Designated Area, and does not include (i) any right to sell products and Menu Items identified by the Trademarks at any location other than the Authorized Location, except for authorized catering and delivery services as noted in [subparagraphsubsection 2.E](#), or through any other channels or methods of distribution, including the internet (or any other existing or future form of electronic commerce), (ii) any right to sell products and Menu Items identified by the Trademarks to any person or entity for resale or further distribution, or (iii) any right to exclude, control or impose conditions on our development of future franchised, company or affiliate owned restaurants at any time outside of the Designated Area. You acknowledge that the consumer service area or trade area of another Crooked Pint Ale House restaurant may overlap with your Designated Area.

You also acknowledge and agree that we and our current and future affiliates have the right to operate, manage, franchise or license others the right to operate restaurants (including, but not limited to, Green Mill [Restaurantsrestaurants](#)) or any other business within and outside the Designated Area under trademarks other than the Crooked Pint Ale House Trademarks, without compensation to any franchisee. Outside of the Designated Area, we and our affiliates have the right to grant other franchises or develop and operate company or affiliate owned Crooked Pint Ale House Restaurants.

We and our affiliates further have the right to offer, sell or distribute, within and outside the Designated Area, through any distribution channel or method, any frozen, pre-packaged items or other products or services associated with the System (now or in the future) or identified by the Trademarks, or any other trademarks, service marks or trade names, except for Prohibited Items (as defined below), through any distribution channels or methods, without compensation to any franchisee. The distribution channels or methods include, without limitation, grocery stores, club stores, convenience stores, wholesale, hospitals, clinics, health care facilities, business or industry locations (e.g. manufacturing site, office building), military installations, military commissaries or the internet (or any other existing or future form of electronic commerce). The Prohibited Items are the following items that we will not sell in the Designated Area through other distribution channels or methods: any retail food service Menu Items that are cooked or prepared to be served to the end user or customer for consumption at the retail location (except for limited seating facilities referenced below). For example, soup cooked and served to customers at a grocery store or convenience store would be a Prohibited Item, but the sale of frozen or pre-packaged soup at a grocery store or convenience store would be a permitted form of distribution in the Designated Area.

You acknowledge and agree that certain locations within and outside the Designated Area are by their nature unique and separate in character from sites generally developed as Crooked Pint Ale House

restaurants. As a result, you agree that the following locations (“Special Sites”) are excluded from the Designated Area and we have the right to develop, license or franchise such locations: (1) military bases;

- (2) public transportation facilities, including, without limitation, airports and other transportation terminals;
- (3) sports facilities, including race tracks; (4) student unions or other similar buildings on college or university campuses; (5) amusement and theme parks; and (6) community and special events.

In addition, you acknowledge and agree that, subject to your right of first refusal as set forth below, we and our affiliates have the right to operate or franchise within and outside the Designated Area one or more facilities selling, for dine in or take out, all or some of the Menu Items, using the Trademarks or any other trademarks, service marks or trade names, without compensation to any franchisee, provided, however, that such facilities shall not have an interior area larger than 2,400 square feet and shall not have seating capacity for more than forty-eight (48) people (“Limited Seating Facilities”). If we develop a model for a Limited Seating Facility and determine that your Designated Territory is an appropriate market for such a facility, we will provide to you a written offer (“Offer”) specifying the terms and conditions for your development of the Limited Seating Facility. You will have ninety (90) days following your receipt of the Offer to accept the Offer by delivering written notice to us of your acceptance, provided that you are not in default under this Agreement or any other Agreement with us or our affiliates. If you do not provide written notice to us within the time period or if you are in default under this Agreement or any other agreement with us or our affiliates, you will lose the right to develop the Limited Seating Facility and we may develop or franchise others to develop the Limited Seating Facility within your Designated Area. You acknowledge and agree that if you accept the Offer, we may require you to submit a full application, pay an initial fee and sign a new form of franchise agreement.

E. Catering and Delivery. You may not engage in catering and delivery services and activities within or outside of the Designated Area, unless we authorize you in writing, as further described in ~~subparagraph~~subsection 6.L. We and our affiliate companies will not engage in delivery services and activities using the Trademarks in the Designated Area; however, we have no obligation to enforce similar covenants against any other franchisee and we and our affiliates have the right to engage in delivery services under marks different from the Trademarks both within and outside the Designated Area. Further, we have the right to perform catering services in your Designated Area if you refuse to do so.

SECTION 3-TRADEMARK STANDARDS AND REQUIREMENTS

You acknowledge and agree that the Trademarks are our property. You further acknowledge that your right to use the Trademarks is specifically conditioned upon the following:

A. Trademark Ownership. The Trademarks are our valuable property, and we are the owners of all right, title and interest in and to the Trademarks and all past, present or future goodwill of the Restaurant and of the business conducted at the Authorized Location that is associated with or attributable to the Trademarks. Your use of the Trademarks will inure to our benefit. You may not, during or after the term of this Agreement, engage in any conduct directly or indirectly that would infringe upon, harm or contest our rights in any of the Trademarks or the goodwill associated with the Trademarks, including any use of the Trademarks in a derogatory, negative, or other inappropriate manner in any media, including but not limited to print or electronic media.

B. Trademark Use. You may not use, or permit the use of, any trademarks, trade names or service marks in connection with the Restaurant except those set forth in Appendix A or except as we otherwise direct in writing. You may use the Trademarks only in connection with such products and services as we specify and only in the form and manner we prescribe in writing. You must comply with all trademark, trade name and service mark notice marking requirements. You may use the Trademarks only in association with products and services approved by us and that meet our standards or requirements with respect to quality, mode and condition of storage, production, preparation and sale, and portion and packaging.

C. **Restaurant Identification.** You must use the name “Crooked Pint Ale House” as the trade name of the Restaurant and you may not use any other mark or words to identify the Restaurant without our prior written consent. You may not use the phrase “Crooked Pint Ale House,” “Crooked Pint,” or any of the other Trademarks as part of the name of your corporation, partnership, limited liability company or other similar entity. You may use the Trademarks on various materials, such as business cards, stationery and checks, provided you (i) accurately depict the Trademarks on the materials as we prescribe, (ii) include a statement on the materials indicating that the business is independently owned and operated by you, (iii) do not use the Trademarks in connection with any other trademarks, trade names or service marks unless we specifically approve in writing prior to such use, and (iv) make available to us, upon our request, a copy of any materials depicting the Trademarks. You must post a prominent sign in the Restaurant identifying you as a Crooked Pint Ale House franchisee in a format we deem reasonably acceptable, including an acknowledgment that you independently own and operate the Restaurant and that the Crooked Pint Ale House Trademark is owned by our parent company and your use is under a license we have issued to you. All your internal and external signs must comply at all times with our outdoor/indoor guidelines and practices, as they are modified from time to time.

D. **Litigation.** In the event any person or entity improperly uses or infringes the Trademarks or challenges your use or our use or ownership of the Trademarks, we will control all litigation and we have the right to determine whether suit will be instituted, prosecuted or settled, the terms of settlement and whether any other action will be taken. You must promptly notify us of any such use or infringement of which you are aware or any challenge or claim arising out of your use of any Trademark. You must take reasonable steps, without compensation, to assist us with any action we undertake. We will be responsible for our fees and expenses with any such action, unless the challenge or claim results from your misuse of the Trademarks in violation of this Agreement, in which case you must reimburse us for our fees and expenses.

E. **Changes.** You may not make any changes or substitutions to the Trademarks unless we direct in writing. We reserve the right to change the Trademarks at any time. Upon receipt of our notice to change the Trademarks, you must cease using the former Trademarks and commence using the changed Trademarks, at your expense. If the changes to the Trademarks result in a required change to outdoor signage, such changes will be subject to the provisions in subsection 5.F.

SECTION 4-TERM AND RENEWAL

The following provisions control with respect to the term and renewal of this Agreement:

A. **Term.** The initial term of this Agreement commences on the Effective Date (as defined in Section 15.R) and expires twenty (20) years after the Restaurant opens for business or the Required Open Date, which ever happens first, unless this Agreement is sooner terminated in accordance with ParagraphSection 13.

B. **Renewal Term and Conditions of Renewal.** You may renew your license for one (1) additional ten (10) year term, provided that: (i) you have given us written notice of your decision to renew at least 6 months but not more than 12 months prior to the end of the expiring term; (ii) you sign our then-current form of franchise agreement (modified to reflect no additional renewal term upon expiration and other modifications to reflect that the agreement relates to the grant of a renewal), the terms of which may differ from this Agreement, including higher fees and a modification to the Designated Area (although in no event will the revised Designated Area have a residential population of the lesser of approximately 15,000 to 40,000 or the residential population that existed as of the Effective Date); (iii) you have complied with the provisions of subparagraphsubsection 5.E regarding modernization and you perform any further items of modernization and/or replacement of the building, premises, trade dress, equipment and grounds as may be necessary for your Restaurant to conform to the standards then applicable to new Crooked Pint Ale House restaurants, regardless of the cost of such modernizations and/or replacements, unless we determine that you should relocate your Restaurant because your Authorized Location

no longer meets our then-current site criteria, in which case you must comply with the [ninety \(90\)](#) and 270 day relocation requirements of [subparagraphsubsection](#) 5.D; (iv) you are not in default of this Agreement or any other agreement pertaining to the franchise granted, have satisfied all monetary and material obligations on a timely basis during the term and are in good standing; (v) if leasing the Restaurant premises (and not subject to relocation under (iii) above), you have renewed the lease and have provided written proof of your ability to remain in possession of the premises throughout the renewal period; (vi) you comply with our then-current training requirements; (vii) you pay us, at least [thirty \(30\)](#) days prior to the end of the expiring term, a renewal fee in the amount of \$20,000; and (viii) you and your Principal Owners and guarantors execute a general release of claims in a form we prescribe.

C. **Relocation Upon Renewal.** If, as a condition of renewal, we require you to relocate your Restaurant pursuant to [subparagraphsubsection](#) 4.B(iii) above, you may renew your license for 20 years, provided that with respect to the renewal, you meet all conditions stated in [subparagraphsubsection](#) 4.B.

SECTION 5-FACILITY STANDARDS AND MAINTENANCE

You acknowledge and agree that we have the right to establish, from time to time, quality standards regarding the business operations of Crooked Pint Ale House restaurants and stores to protect the distinction, goodwill and uniformity symbolized by the Trademarks and the System. Accordingly, you agree to maintain and comply with our quality standards and agree to the following terms and conditions:



Restaurant Facility; Site Under Control. You are responsible for purchasing or leasing a site that meets our site selection criteria. You must obtain our written consent to the site. Prior to granting our consent to a site, you must obtain and submit third-party demographic information and such other analysis and information related to the site and market as we may require. You may not use the Restaurant premises or Authorized Location for any purpose other than the operation of a Crooked Pint Ale House Restaurant during the term of this Agreement. We make no guarantees concerning the success of the Restaurant located on any site to which we consent.

You may not open your Restaurant for business until we have notified you in writing that you have satisfied your pre-opening obligations as set forth in [subparagraphs subsections](#) 5.A and 5.B and we have approved your opening date. We are not responsible or liable for any of your pre-opening obligations, losses or expenses you might incur for your failure to comply with these obligations or your failure to open by a particular date. We also are entitled to injunctive relief or specific performance under [subparagraphsubsection](#) 12.C for your failure to comply with your obligations.

In the event that you plan to enter into any type of lease for the Restaurant premises, you and your landlord must sign the ~~Lease Addendum~~ [lease addendum](#) attached as Appendix C ([the “Lease Addendum”](#)). We recommend you submit the Lease Addendum to the landlord at the beginning of your lease review and negotiation, although the terms of the Lease Addendum may not be negotiated without our prior approval. If the landlord requires us to negotiate the Lease Addendum, we reserve the right to charge you a fee, which will not exceed our actual costs (including attorneys’ fees) associated with the negotiation. You must provide us a copy of the executed lease and Lease Addendum within [five \(5\)](#) days of its execution. We have no responsibility for the lease; it is your sole responsibility to evaluate, negotiate and enter into the lease for the Restaurant premises.

You must execute, and provide us an executed copy of your lease (including an executed copy of the Lease Addendum) or the purchase agreement for the selected and approved site for your Restaurant within 120 days from the date of execution of this Agreement. If you fail to have your “site under control” (execute the lease or the purchase agreement within the periods set forth in this [subparagraphsubsection](#)), we will have the right to terminate this Agreement without opportunity to cure pursuant to [subparagraphsubsection](#) 13.B.2.

~~Construction; Future Alteration. You must construct and equip the Restaurant in strict~~

D Construction; Future Alteration. You must construct and equip the Restaurant in strict accordance with our current approved specifications and standards pertaining to equipment (including required POS system, Kitchen Display System, Restaurant 365 software, and computer system), inventory, signage, fixtures, furnishings, accessory features (including memorabilia) and design and layout of the building. You may not commence construction of the Restaurant until you have received our written consent to your building plans. If your Restaurant is not constructed strictly according to the previously consented building plans, we will not approve your Restaurant for opening. You will have thirty (30) days from the date we deny our approval for opening your Restaurant to correct all the construction problems so that your Restaurant is strictly constructed according to the consented building plans. If you fail to correct the problems within the 30-day period we may immediately terminate this Agreement pursuant to subparagraph subsection 13.B.2. If the Restaurant opening is delayed for the foregoing reasons, you will be responsible for any losses and costs related to such delay.

Without limiting the generality of the prior paragraph, you must promptly after obtaining possession of the site for the Restaurant: (i) retain the services of an architect; (ii) retain the services of a general contractor; (iii) have prepared and submitted for our approval a site survey and basic architectural plans and specifications (not for construction) consistent with our general atmosphere, image, color scheme and ambience requirements as set forth from time to time in the manuals for a Crooked Pint Ale House restaurant (including requirements for dimensions, exterior design, materials, interior design and layout, equipment, fixtures, furniture, signs and decorating); (iv) purchase or lease and then, in the construction of the Restaurant, use only the approved building materials, equipment, fixtures, electronics and audio visual equipment, furniture and signs; (v) complete the construction and/or remodeling, equipment, fixtures, furniture and sign installation and decorating of the Restaurant in full and strict compliance with plans and specifications we approve and all applicable ordinances, building codes and permit requirements without any unauthorized alterations; (vi) obtain all customary contractors' sworn statements and partial and final waiver; (vii) obtain all necessary permits, licenses and architectural seals and comply with applicable legal requirements relating to the building, signs, equipment and premises, including, but not

D limited to, the Americans With Disabilities Act; and (viii) obtain and maintain all required zoning changes, building, utility, health, sanitation, liquor and sign permits and licenses and any other required permits and licenses (if this Agreement is for your first Crooked Pint Ale House restaurant or if in any previous franchise agreement executed between you or any of your affiliates and us, you or any of your affiliates have not met your obligations regarding the build out of any previous Crooked Pint Ale House restaurant, we reserve the right to require you to retain the services of a company specialized in assisting restaurant operators during the construction process to assist you in submitting, processing, monitoring and obtaining in a timely manner all necessary construction documents, licenses and permits and to advise you throughout the construction of your Restaurant). It is your responsibility to comply with the foregoing conditions.

You must use the prototype architectural drawings made available to you by us when working with your architect and general contractor. You, your affiliates or your Principal Owners, or any person related to, or any entity controlled by your Principal Owners may not be your general contractor unless you have requested our approval and we have approved your request.

Any change to the building plans or any replacement, reconstruction, addition or modification in the building, interior or exterior decor or image, equipment or signage of the Restaurant to be made after our consent is granted for initial plans, whether at the request of you or of us, must be made in accordance with specifications that have received our prior written consent. You may not commence such replacement, reconstruction, addition or modification until you have received our written consent to your revised plans.

You must begin substantial construction (site work, utility infrastructure and building erection) of

the Restaurant at least 150 days before the deadline to open the Restaurant if the Restaurant will be in a free standing location or at least 120 days before the deadline to open the Restaurant if the Restaurant will be in a non-free standing location. We may require you to provide us weekly development and construction progress reports in the form we designate from the date you begin development until the date you open the Restaurant. For instance, you may be required to contact the designated project manager and provide construction manual checklists and digital photos during construction on a weekly basis. In addition, on or before the deadlines to start construction you must submit to us executed copies of any loan documents and any other document that proves that you have secured adequate financing to complete the construction of the Restaurant by the date you are obligated to have the Restaurant open and in operation. In the event that you fail to begin construction or to secure financing pursuant to this paragraph, we will

- have the right to terminate this Agreement without opportunity to cure pursuant to [subparagraph subsection 13.B.2.](#)

Maintenance. The building, equipment, fixtures, furnishings, signage and trade dress (including the interior and exterior appearance) employed in the operation of your Restaurant must be maintained and refreshed in accordance with our requirements established periodically and any of our reasonable schedules prepared based upon periodic evaluations of the premises by our representatives. Within a period of 30-45 days (as we determine depending on the work needed) after the receipt of any particular report prepared following such an evaluation, you must effect the items of maintenance we designate, including the repair of defective items and/or the replacement of irreparable or obsolete items of equipment and interior signage. If, however, any condition presents a threat to customers or public health or safety, you must effect the items of maintenance immediately, as further described in [subparagraph subsection 6.G.](#) The items of maintenance generally result from common wear and tear over a period of time, accidents or lack of care. Examples include, but are not limited to, repairing or replacing HVAC equipment, plumbing and electrical systems that are not functioning properly; repairing a leaking roof; repairing or replacing broken operational and audio-visual equipment; refreshing general appearance items such as paint (interior and exterior) and landscaping; replacing worn carpet, furniture and other furnishings; and conducting routine maintenance of areas that affect the appearance of the Restaurant and goodwill of the Trademarks such as the appearance of the outdoor signage, the parking lot and dumpster area.

Relocation. If you need to relocate because of condemnation, destruction, or expiration or cancellation of your lease for reasons other than your breach, we will grant you authority to do so at a site acceptable to us that is within your Designated Area; provided that (i) you have submitted third-party demographic information and such other analysis and information related to the site and market as we may require; (ii) we have consented in writing to the new site; (iii) the new Restaurant is under construction within ninety (90) days after you discontinue operation of the Restaurant at the Authorized Location; and (iv) the new Restaurant is open and operating within 270 days after construction commences, all in accordance with our then-current standards. If you voluntarily decide to relocate the Restaurant, your right to relocate the Restaurant will be void and your interest in this Agreement will be voluntarily abandoned, unless you have given us notice of your intent to relocate not less than sixty (60) days prior to closing the Restaurant, have procured a site that we have consented to in writing within 60 days after closing the prior Restaurant, have opened the new Restaurant for business within 180 days of such closure and complied with any other conditions that we reasonably require. You must pay the costs of any relocation, and we reserve the right to charge you for any reasonable costs that we incur.

In the event your Restaurant is destroyed or damaged and you repair the Restaurant at the Authorized Location (rather than relocate the Restaurant), you must repair and reopen the Restaurant at the Authorized Location in accordance with our then-current standards for the destroyed or damaged area within 270 days of the date of occurrence of the destruction or damage.

You do not have the right to relocate in the event you lose the right to occupy the Restaurant premises because of the cancellation of your lease due to your breach. The termination or cancellation of your lease due

to your breach is grounds for immediate termination under ~~subparagraph~~subsection 13.B.2.

 Modernization or Remodel. You agree that you will make such capital improvement or modifications necessary to modernize, redecorate and upgrade your Restaurant to reflect the current image of



new Crooked Pint Ale House restaurants as reasonably requested by Franchisor during the term of this Agreement (taking into consideration the cost of the modernization, the life expectancy of the equipment and the then-remaining term of this Agreement). We will not impose any new standards or specifications requiring structural changes or remodeling of your Restaurant more frequently than once every seven (7) years.

You must complete to our satisfaction any changes we require within a reasonable time, not to exceed twelve (12) months from the date you are notified of any required changes, except for outdoor signage as set forth in subparagraphsubsection 5.F.

You acknowledge and agree that the requirements of this subparagraphsubsection 5.E are both reasonable and necessary to ensure continued public acceptance and patronage of Crooked Pint Ale House restaurants and to avoid deterioration or obsolescence in connection with the operation of the Restaurant. If you fail to make any improvement as required by this subparagraphsubsection or perform the maintenance described in subparagraphsubsection 5.C, we may, in addition to our other rights in this Agreement, effect such improvement or maintenance and you must reimburse us for the costs we incur.

Except for transfers under Subparagraphsubsection 11.G, every other transfer of any interest in this Agreement or your business governed by ParagraphSection 11 or any renewal covered by ParagraphSection 4 is expressly conditioned upon your compliance with these requirements at the time of transfer or renewal.



Signage. The outdoor signage at your Restaurant must comply with our then-current specifications, which we may modify and change from time to time due to modifications to the System, including changes to the Trademarks. You must make such changes to the outdoor signage as we require. We will pay for ~~1/3~~one-third of the cost to replace your outdoor signage if: (i) your Restaurant's sign is less than two (2) years old and (ii) we require that you replace the sign within one year from the date of notification. In any case, your failure to replace the signage within fifteen (15) months from the date of notification will constitute a default of this Agreement under ParagraphSection 13. Any upgrades to the type or size of your outdoor signage will be at your expense.

SECTION 6-PRODUCTS AND OPERATIONS STANDARDS AND REQUIREMENTS

You must implement and abide by our requirements and recommendations directed to enhancing substantial System uniformity. The following provisions control with respect to products and operations:

A. Authorized Menu. Your business must be confined to the preparation and sale of only such Menu Items and other food and beverage products as we designate and approve in writing from time to time for sale by your Restaurant. You must offer for sale from the Restaurant all items and only those items listed as Menu Items and other approved food and beverage products. You must offer the full Authorized Menu during all hours of operation. We have the right to make modifications to these items from time to time, and you agree to comply with any modifications. You may not offer or sell any other product or service at the Authorized Location without our prior written consent.

B. Authorized Products and Ingredients. You must use in the operation of the Restaurant and in the preparation of Menu Items and other food and beverage products only the proprietary sauces and mixes and other proprietary and non-proprietary ingredients, recipes, formulas, cooking techniques and processes and supplies, and must prepare and serve Menu Items and products in such portions, sizes, appearance, taste and packaging, all as we specify in our most current product preparation materials or otherwise in writing. We will

supply to you a copy of the current product preparation materials prior to opening the Restaurant. You acknowledge and agree that we may change these periodically and that you are obligated to conform to the requirements. All supplies, including containers, cups, plates, wrapping, eating utensils, and napkins, and all other customer service materials of all descriptions and types must meet our standards of uniformity and quality.

You acknowledge that the Restaurant must at all times maintain an inventory of ingredients, food and beverage products and other products, material and supplies that will permit operation of the Restaurant at maximum capacity.

C. Approved Supplies and Suppliers. We will furnish to you from time to time lists of approved supplies or approved suppliers. You must only use approved products, services, inventory, equipment, fixtures, furnishings, signs, advertising materials, trademarked items and novelties, and other items or services (collectively, “~~approved supplies~~Approved Supplies”) in connection with the design, construction and operation of the Restaurant as set forth in the approved supplies and approved suppliers lists, as we may amend from time to time. Although we do not do so for every item, we have the right to approve the manufacturer, distributor and/or supplier of approved supplies and in some instances, require that you use designated sources or suppliers. You acknowledge and agree that certain approved supplies may only be available from one source, and we or our affiliates may be that source. You will pay the then-current price in effect for all products and supplies that you purchase from us or our affiliates. All inventory products, materials and other items and supplies used in the operation of the Restaurant that are not included in the approved supplies or approved suppliers lists must conform to the specifications and standards we establish from time to time. ALTHOUGH APPROVED OR DESIGNATED BY US, WE AND OUR AFFILIATES MAKE NO WARRANTY AND EXPRESSLY DISCLAIM ALL WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE, WITH RESPECT TO SERVICES, PRODUCTS, EQUIPMENT (INCLUDING, WITHOUT LIMITATION, ANY REQUIRED COMPUTER SYSTEMS), SUPPLIES, FIXTURES, FURNISHINGS OR OTHER APPROVED ITEMS. IN ADDITION, WE DISCLAIM ANY LIABILITY ARISING OUT OF OR IN CONNECTION WITH THE SERVICES RENDERED OR PRODUCTS FURNISHED BY ANY SUPPLIER APPROVED OR DESIGNATED BY US. OUR APPROVAL OR CONSENT TO ANY SERVICES, GOODS, SUPPLIERS, OR ANY OTHER INDIVIDUAL, ENTITY OR ANY ITEM SHALL NOT CREATE ANY LIABILITY TO US.

D. Computer, Accounting and Inventory Systems. You must purchase and use any computer system that we develop or select for the Restaurant, including all future updates, supplements and modifications (the “Computer System”). The Computer System may include all hardware and software used in the operation of the Restaurant, including electronic point-of-sale cash registers and back office programs used to record, analyze and report sales, labor, inventory and tax information. The computer software package developed for use in the Restaurant may include proprietary software. You may be required to license the proprietary software from us, an affiliate or a third party and you also may be required to pay a software licensing or user fee in connection with your use of the proprietary software.

Our approved Accounting and Inventory Software is Restaurant 365. With this system we are following the 4-4-5 period accounting method. All right, title and interest in the software will remain with the licensor of the software. The computer hardware component of the Computer System must conform to specifications we develop. We reserve the right to designate a single source from whom you must purchase the Computer System. You must enroll in the INGAGE INFINITY SERVICE PROGRAM, the sole technology provider for your POS, Merchant Services, Gift Processing, MSP, Online Ordering, Wi-Fi, KITCHEN DISPLAY SYSTEM (KDS), Loyalty, and all other connected services, all in accordance with the then current INGAGE I.T. Agreement. You acknowledge and agree that we will have full and complete access to information and data entered and produced by the Computer System. You must, at all times, have at the Authorized Location internet access with a form of high speed connection as we require and you must maintain: (i) an email account for our direct correspondence with the Control Person; and (ii) a separate email account for the Restaurant. Franchisee will, at its sole expense, obtain and maintain at all times during the term of this

Agreement, such accounting and inventory software as may from time to time be required by the Franchisor.

E. Serving and Promotional Items. All sales promotion material, customer goodwill items, cartons, containers, wrappers and paper goods, eating and serving utensils and other items, and customer

convenience items used in the sales promotion, sale and distribution of products covered by this Agreement are subject to our approval and must, where practicable, contain one or more of the Trademarks. We may require you to carry and offer for sale in the Restaurant a representative supply of approved trademarked clothing and other novelty items, including special promotional items that we develop and market from time to time.

F. Health and Sanitation. Your Restaurant must be operated and maintained at all times in compliance with any and all applicable health and sanitary standards prescribed by governmental authority. You also must comply with any standards that we prescribe. In addition to complying with such standards, if the Restaurant is subject to any sanitary or health inspection by any governmental authorities under which it may be rated in one or more than one classification, it must be maintained and operated so as to be rated in the highest available health and sanitary classification with respect to each governmental agency inspecting the same. In the event you fail to be rated in the highest classification or receive any notice that you are not in compliance with all applicable health and sanitary standards, you must immediately notify us of such failure or noncompliance.

G. Evaluations. We or our authorized representative have the right to enter your Restaurant at all reasonable times during the business day for the purpose of making periodic evaluations and to ascertain if the provisions of this Agreement are being observed by you, to inspect and evaluate your building, land and equipment, and to test, sample, inspect and evaluate your supplies, ingredients and products, as well as the storage, preparation and formulation and the conditions of sanitation and cleanliness in the storage, production, handling and serving. If we determine that any condition in the Restaurant presents a threat to customers or public health or safety, we may take whatever measures we deem necessary, including requiring you to immediately close the Restaurant until the situation is remedied to our satisfaction. You must reimburse us for all costs associated with our sampling, inspection and evaluation of the Restaurant, its premises and your compliance with this Agreement, including the costs of food and other expenses we incur. In addition, and to protect the goodwill associated with the Trademarks, Franchisor has entered into an agreement with Service Management Group ("SMG"). SMG will provide Franchisees with quantitative surveys collecting structured and unstructured customer feedback about single location-level experiences. Franchisee shall pay Franchisor a predetermined annual fee for this service. Any evaluation or inspection we conduct is not intended to exercise, and does not constitute, control over your day-to-day operation of the Business or to assume any responsibility for your obligations under this Agreement.

H. Period of Operation. Subject to any contrary requirements of local law, your Restaurant must be opened to the public and operated with the full Authorized Menu at least twelve (12) hours each day of the year, although you have the option to close your Restaurant, with prior notification to us, five (5) days per year, although never two (2) consecutive days (with the exception of Christmas Eve and Christmas Day). Any variance from this provision must be authorized by us in writing. You acknowledge and agree that if your Restaurant is closed for a period of two (2) consecutive days or five (5) or more days in any twelve (12-) month period without our prior written consent, such closure constitutes your voluntary abandonment of the franchise and business and we have the right, in addition to other remedies provided for herein, to terminate this Agreement. Acts of force majeure, as defined in subparagraph subsection 16.M, preventing you temporarily from complying with the foregoing, will suspend compliance for the duration of such interference.

I. Operating Procedures. You must adopt and use as your continuing operational routine the required standards, service style, procedures, techniques and management systems described in our manuals or other written materials relating to product preparation, menu, storage, uniforms, financial management,

matters that are reserved to you. The required standards generally will be set forth in the Operations Manual or other written materials. The Operations Manual also may include guidelines or recommendations in addition to required standards. In some instances, the required standards will include recommendations or guidelines to meet the required standards.

You may follow the recommendations or guidelines or some other suitable alternative, provided you meet and comply with the required standards. In other instances, no suitable alternative may exist. In order to protect our interests in the System and Trademarks, we reserve the right to determine if you are meeting a required standard and whether an alternative is suitable to any recommendations or guidelines. You must use your best efforts to promote and increase the sales and service of Menu Items and to effect the widest and best possible distribution throughout the Designated Area.

You acknowledge having received one copy of the manuals on loan from us for the term of this Agreement. You acknowledge and agree that the manuals and other system communications may only be available on the internet or other online or computer communications. The manuals at all times are our sole property. You must at all times treat the manuals, and the information they contain, as secret and confidential, and must use all reasonable efforts to maintain such information as secret and confidential. We may from time to time revise the contents of the manuals and you expressly agree to comply with each new or changed requirement. You must at all times ensure that your copy of the manuals are kept current and up to date, and in the event of any dispute as to the contents of said manuals, the terms of the master copy of the manuals that we maintain are controlling.

J. Confidential Information. You, the Principal Owners, the Unit General Manager, your guarantors, officers, directors, members, managers, partners, employees or agents, or any other individual or entity related to, or controlled by, you may not, during the term of this Agreement or thereafter, disclose, copy, reproduce, sell or use any such information in any other business or in any manner not specifically authorized or approved in advance in writing by us any Confidential Information. For purposes of this Agreement, "Confidential Information" means the whole or any portion of know-how, knowledge, methods, specifications, processes, procedures and/or improvements regarding the business that is valuable and secret in the sense that it is not generally known to our competitors and any proprietary information contained in the manuals or otherwise communicated to you in writing, verbally or through the internet or other online or computer communications, and any other knowledge or know-how concerning the methods of operation of the Restaurant, as well as the content of this Agreement and any other document executed in connection with this Agreement. Any and all Confidential Information, including, without limitation, proprietary ingredients, sauces and mixes, secret formulas and recipes, methods, procedures, suggested pricing, specifications, processes, materials, techniques and other data, may not be used for any purpose other than operating the Restaurant. We may require that you obtain nondisclosure and confidentiality agreements in a form satisfactory to us from any persons owning a minority interest in the franchisee, the Principal Owners, the Unit General Manager and all employees agreements in a form the same as or similar to the Sample Confidentiality, Non-Disclosure and Non-Competition Agreement attached as Appendix E. You must provide executed copies of these agreements to us upon our request. Notwithstanding the foregoing, you are authorized to disclose the terms of this Agreement to any lender providing you financing for the Restaurant as well as to your landlord.

K. Vending Services. If you install or maintain on the premises any newspaper racks, video games, jukeboxes, gum machines, games, rides, vending machines, or other similar devices that do not meet with our approval, you must remove them within three days from receiving written notice from us. Pool tables, cigarette vending machines, gambling and gaming machines or games of chance are not allowed

unless you receive our prior written approval. Any income from vending services in the Restaurant or on its premises, regardless of which person or entity collects the money, and regardless of whether we authorized you to install them, must be included in Gross Sales for purposes of your Royalty Fee and Advertising Fee. Upon our written approval, the money derived from services provided by charitable organizations or services that are for customer convenience, such as pay phones or cash machines, will not be included in Gross Sales.

L. Catering and Delivery Services. If you want to offer catering or delivery service to customers, you must obtain our prior written approval, which we will not withhold unreasonably, although we reserve the right to require you to offer catering service to customers located within the Designated Area. If you refuse or otherwise fail to perform catering services, we will have the right to perform catering services to customers located within the Designated Area without compensation to you. Any catering or delivery services must meet our written standards.

You also must charge the same price for products offered by the Restaurant whether delivered or catered by or sold in the Restaurant. Any income from catering or delivery services must be included in Gross Sales for purposes of your Royalty Fee and Advertising Fee.

M. Compliance with Law; Licenses and Permits. You must at all times maintain your premises and conduct your Restaurant operations in compliance with all applicable laws, regulations, codes and ordinances. You must secure and maintain in force all required licenses, including a liquor license that permits alcohol sales 7 days a week (full liquor Monday through Saturday and either full liquor or at least beer only on Sundays), permits and certificates relating to your Restaurant. If your Restaurant is open and operating and a change occurs in applicable state or local law that does not permit liquor sales on Sundays, it will not be deemed a breach of this Agreement. In the event your liquor license is suspended or revoked, in addition to our right to terminate this Agreement pursuant to [subparagraph subsection](#) 13.B, we reserve the right to charge you the Royalty Fee on the Gross Sales you would have received on the lost liquor sales during the license suspension. We will estimate the Gross Sales based on the prior year's Gross Sales for the suspension period, or another method as we may determine. You must adhere to and cause any service provider of third party-provided payment applications to adhere to cardholder data security standards according to the then current PCI (Payment Card Industry) Data Security Standards. It is your responsibility to make sure that you are in compliance with all laws that are applicable to the POS System or other technology used in the operation of your Restaurant, including all data protection or security laws as well as PCI compliance. You are responsible for any costs related to compliance with such standards and/or related audits and must provide us with evidence of such compliance at our request. You must also provide prompt notice to us of any potential or actual data security breach relating to cardholder data.

You acknowledge that you are an independent business and responsible for control and management of your Restaurant, including, but not limited to, the hiring and discharging of your employees and setting and paying wages and benefits of your employees. You acknowledge that we have no power, responsibility or liability in respect to the hiring, discharging, setting and paying of wages or related matters.

You must immediately notify us in writing of any claim, litigation or proceeding that arises from or affects the operation or financial condition of your Crooked Pint Ale House business or Restaurant, including any notices of health code violations or liquor license violations.

N. Participation in Internet Web Sites or Other Online Communications. You must, at your expense, participate in our Crooked Pint Ale House web site on the internet, our intranet system or other online communications as we may require. For instance, you must submit to us daily reports via our intranet system, as further described in [subparagraph subsection](#) 9.H. We have the right to determine the content and use of our web site and intranet system and will establish the rules under which franchisees may or must participate. You may not separately register any domain name containing any of the Trademarks nor participate in any web site that

information related to your participation in our web site or intranet system may be considered Confidential Information, including access codes and identification codes. Your right to participate in our web site and intranet system, or otherwise use the Trademarks or System on the internet or other online communications, will terminate when this Agreement expires or terminates.

O. System Modifications. You acknowledge and agree that we have the right to modify, add to or rescind any requirement, standard or specification that we prescribe under this Agreement to adapt the System to changing conditions, competitive circumstances, business strategies, business practices and technological innovations and other changes as we deem appropriate. You must comply with these modifications, additions or rescissions at your expense, subject to the requirements of ~~subparagraph~~subsection 5.E and any other express limitations set forth in this Agreement.

P. Suggested Pricing Policies. You have the right as to establish the prices you charge for the Menu Items and other food and beverage products you offer and sell at the Restaurant, although we retain the right to establish maximum and minimum prices to be charged by you for sales promotions or as otherwise permitted by applicable law. Any list or schedule of prices we furnish to you may, unless otherwise specifically stated as to the maximum or minimum price, be treated as a recommendation only and failure to accept or implement any such suggestion will not in any way affect the relationship between you and us.

Q. Innovations. All ideas, concepts, techniques or materials relating to a Crooked Pint Ale House business, including customer data, whether or not constituting protectable intellectual property, and whether created by or on behalf of you or franchisee's owners, will be promptly disclosed to us, deemed to be our sole and exclusive property and part of the System, and deemed to be works made for hire for us. You and each of ~~franchisee's~~Franchisee's owners agree to sign whatever assignment or other documents we may request from time to time to evidence our ownership or to assist us in securing intellectual property rights in such ideas, concepts, techniques or materials.

R. Tax Payments. You will pay all state and local taxes, including, without limitation, taxes denominated as income or franchise taxes, that may be imposed on us as a result of our receipt or accrual of the Initial Franchise Fee, the Royalty Fee, the Advertising Fee and other fees referenced in your agreements with us, whether assessed against us through withholding or other means or whether paid by you directly. In either case, you will pay to us (and to the appropriate governmental authority) such additional amounts as are necessary to provide us, after taking such taxes into account (including any additional taxes on such additional amounts), with the same amounts that we would have received or accrued had such withholding or other payment, whether by you or by us, not been required. You will be notified in writing when we are entitled to reimbursement for the payment of such taxes and, in that event, you will pay us the amount specified within ten (10) days of your receipt of our written notice. The provisions of this ~~subparagraph~~subsection 6.R do not apply to any of our own federal or Minnesota income tax obligations.

SECTION 7-PERSONNEL AND SUPERVISION STANDARDS

The following provisions and conditions control with respect to personnel, training and supervision:

Supervision. You must have a Control Person and a Unit General Manager that meet our



standards and qualifications at all times during the term of this Agreement. Your Control Person and Unit General Manager must attend and successfully complete all required training, as set forth in ~~subparagraphs~~ subsections 7.B – F. Should any actions (or inactions) of your Control Person or Unit General Manager cause the individual to fail to meet our standards and qualifications or should the action (or inaction) bring or tend to bring any of the Trademarks into disrepute or impair or tend to impair your or your Restaurant’s reputation or the goodwill of



the Trademarks, your Restaurant or the Crooked Pint Ale House system, we have the right to require that you replace the Control Person or Unit General Manager with an individual who meets our standards and qualifications within thirty (30) days. Any new Control Person or Unit General Manager must attend and successfully complete our training requirements immediately after being appointed by you. The Control Person and Unit General Manager must ensure that the Restaurant is operated in accordance with the terms and conditions of this Agreement, although this in no way relieves you of your responsibilities to do so.

Your Control Person also must be readily and continuously available to us. In addition to the Control Person and your Unit General Manager, you must employ a kitchen manager, an assistant manager, and a dining room manager (collectively, "Assistant Managers") at all times during the term of this Agreement.

Training. You must, at your expense, comply with all of the training requirements we prescribe for the Restaurant to be developed under this Agreement. The Control Person, the Unit General Manager and each of your Assistant Managers must attend training and complete training to our satisfaction. All replacement managers (Unit General Manager and Assistant Managers), as well as any replacement Control Person, must complete training to our satisfaction, and must begin training within four (4) weeks of the time of hire. The training requirements may vary depending on our assessment of the experience of the Control Person, the Unit General Manager and the Assistant Managers or other factors specific to the Restaurant. In the event you are given notice of default as set forth in subparagraphs subsections 13.A and B and the default relates, in whole or in part, to your failure to meet any operational standards, we have the right to require as a condition of curing the default that you, the Control Person, the Unit General Manager and the Assistant Managers, at your expense, comply with the additional training requirements we prescribe. Any new Control Person, Unit General Manager and Assistant Manager must comply with our training requirements. Under no circumstances may you permit management of the Restaurant's operations by a person who has not successfully completed to our reasonable satisfaction all applicable training we require. A number of Restaurants, which will be existing franchisees, may be offered the opportunity to supplement their Restaurant's product mix by also offering selected Green Mill on the Go® products in addition to their Crooked Pint® product offerings (each a "Co-Branded Shop"). If you choose to convert your Restaurant into a Co-Branded Shop, you must also complete the Initial Training Program's Co-Branded Shop requirements to our satisfaction prior to opening the Co-Branded Shop.

Opening Team. In addition to the initial training obligations described in subparagraph an individual who has management responsibility relating to the sale and operation of the Restaurant (the "Control Person") 7.B above, you may be required to engage four to six trainers, as we determine, who are employed by another franchised, corporate or affiliate-owned Crooked Pint Ale House restaurant to assist you with training the Assistant Managers and other employees during the two week period before and the two week period after the store opening of the Franchised Business franchised business. You are solely responsible for reimbursing the employers of the Opening Team for all labor costs (including salary, wages, benefits and payroll taxes) incurred by the employer of such Opening Team in making the trainers available to you. In addition, you are solely responsible for the travel, lodging, meals and other expenses incurred by the Opening Team in traveling to and assisting you with such on-site training.

Ongoing Training. We may require the Control Person, the Unit General Manager, the assistant managers and other key employees of the Restaurant to attend, at your expense, ongoing training at our training facility, the Authorized Location or other location we designate. In addition, we may develop and require you to purchase an in-restaurant training program. Any training we provide to any of your employees will be limited to training or guidance regarding the delivery of approved products and services to customers

in a manner that reflects the customer service standards of the System. You are, and will remain, the sole employer of your employees at all times, including during all training programs, and you are solely responsible for all employment decisions and actions related to your employees. You are solely responsible for ensuring that your employees receive adequate training. Additionally, you are responsible for the yearly academy fee which will cover online access to both hands on and eLearning training materials, video, testing, and forms.

 Staffing. You will employ a sufficient number of competent and trained employees to ensure efficient service to your customers. You must require all your employees to work in clean uniforms approved by us, but furnished at your cost or the employees' cost as you may determine. No employee of yours will be deemed to be an employee of ours for any purpose whatsoever, and nothing in any aspect of the System or the



Trademarks in any way shifts any employee or employment related responsibility from you to us. You alone are responsible for hiring, firing, training, setting hours for and supervising all employees.

Attendance at Meetings. You and the Control Person must attend, at your expense, all annual franchise conventions we may hold or sponsor and all meetings relating to new products or product preparation procedures, new operational procedures or programs, training, restaurant management, sales or sales promotion, or similar topics. If you or the Control Person are not able to attend a meeting or convention, you must notify us prior to the meeting and must have a substitute person acceptable to us attend the meeting.

In addition, your Unit General Manager(s) must attend the annual training meeting for Unit General Managers that we may hold or sponsor, at your own expense. We reserve the right to require that you and/or your Control Person attend any additional meetings that we deem appropriate under special circumstances, provided however, that we will not require more than one additional meeting every year and we will give you written notice of any such meeting at least 10 days prior to the meeting.

SECTION 8-ADVERTISING

You agree to actively promote your Restaurant, to abide by all of our advertising requirements and to comply with the following provisions:

Advertising Fund. You must pay to us an Advertising Fee as set forth in ~~subparagraph~~subsection 9.C. All Advertising Fees will be placed in an Advertising Fund that we own and manage. On behalf of our company and affiliate owned restaurants (except for “Special Sites”), we will pay the same Advertising Fee as similarly situated franchised restaurants (based on age and type of location) in the same local marketing area. The Advertising Fund is not a trust or escrow account, and we have no fiduciary obligation to franchisees with respect to the Advertising Fund; provided, however, we will make a good faith effort to expend such fees in a manner that we determine is in the general best interests of the System. We have the right to determine the expenditures of the amounts collected and the methods of marketing, advertising, media employed and contents, terms and conditions of marketing campaigns and promotional programs. Because of the methods used, we are not required to spend a prorated amount on each restaurant or in each advertising market. We have the right to make disbursements from the Advertising Fund for expenses incurred in connection with the cost of formulating, developing and implementing marketing, advertising and promotional campaigns. The disbursements may include payments to us for the expense of administering the Advertising Fund, including accounting expenses and salaries and benefits paid to our employees engaged in the advertising functions. If requested, we will provide you an annual unaudited statement of the financial condition of the Advertising Fund.

Required Local Expenditures. You must use your best efforts to promote and advertise the Restaurant and participate in any local marketing and promotional programs we establish from time to time. In addition to the Advertising Fee, you are required to spend ~~1/2~~0.5% of your Gross Sales on approved local marketing and promotion. Upon our request, you must provide us with itemization and proof of marketing

and an accounting of the monies that you have spent for approved local marketing. If you fail to make the required expenditure, we have the right to collect and contribute the deficiency to the Advertising Fund.

 Approved Materials. You must use only such advertising materials (including any print, radio, television, electronic, or other media forms that may become available in the future) as we furnish, approve or make available, and the materials must be used only in a manner that we prescribe. Furthermore, any promotional activities you conduct in the Restaurant or on its premises are subject to our approval. We will not unreasonably withhold approval of any sales promotion materials or media and activities; provided that they are current, in good condition, in good taste and accurately depict the Trademarks. Any point-of-sale posters or other promotional materials used by you must be current and in good condition. We may make



available at a reasonable cost to you annually or at other reasonable intervals, a sales promotion kit containing new (or replacement) point-of-sale and other promotional materials.

Advertising Cooperatives. We have the right to designate local advertising markets and if designated, you must participate in and contribute to the cooperative advertising and marketing programs in your designated local advertising market. If established, you must contribute a minimum of 0.5% of Gross Sales to the local cooperative, which satisfies the local marketing requirement described in ~~subparagraph~~subsection 8.B. If, however, the cooperative votes to spend a percentage greater than 0.5% per location, you must contribute such amount. Each Crooked Pint Ale House restaurant, including those operated by us, our parent company or our affiliates (except Special Sites) within a designated local advertising area is a member of the local advertising cooperative and each restaurant has one vote on all matters requiring a vote.

D Each advertising cooperative will be required to adopt governing bylaws that meet our approval. We will provide each advertising cooperative with a sample form of bylaws, containing certain terms and conditions that we require, although the bylaws cannot modify the voting structure set forth in this paragraph. You will be required to contribute to the cooperative the percentage as designated by a majority vote of the cooperative members. We reserve the right to administer the advertising cooperatives' funds and require payment from its members via electronic funds transfer. The contribution amount designated by the cooperative must be on a percentage of Gross Sales basis and per Restaurant, and must be at least 0.5%. The members of each cooperative and their elected officers will be responsible for the administration of the advertising cooperative. Each advertising cooperative must engage the services of a professional advertising agency or media buyer that meets with our approval and has expertise in the industry and in the particular market, and we reserve the right to designate a single advertising agency or media buyer from which the cooperative must obtain services. Further, you must obtain our written approval of all promotional and advertising materials, creative execution and media schedules prior to their implementation. Each advertising cooperative will be required to prepare annual financial statements, which must be made available to all members of the cooperative and to us upon request. Also, each advertising cooperative must submit to us its meeting minutes upon our request. We have the right to require advertising cooperatives to be formed, changed, dissolved or merged.

Participation in Certain Programs and Promotions. You must participate in all required advertising and promotional programs we establish, unless prohibited by local law. We may require you to use and honor only system-wide gift cards, certificates and checks that we designate and you must obtain all certificates, cards or checks from an approved supplier.

New Restaurant Opening Promotion. You must spend at least \$25,000 (the "Grand Opening Allowance") toward advertising and public relations activities in connection with the opening of your Restaurant, in accordance with this paragraph. At least 30 days prior to the opening of your Restaurant, you must remit to us the Grand Opening Allowance for such opening activities, and we will determine in our sole business judgment when, where and how to spend the funds on your behalf. Within 30 days after the grand opening of your Restaurant, we will provide you with an unaudited accounting as to how the Grand Opening

Allowance was spent and will refund to you any portion of the Grand Opening Allowance that was not expended by us on your behalf. In addition, you must spend an amount equal to the Grand Opening Allowance on opening advertising and promotions as required by this paragraph every time that you (i) relocate the Restaurant or (ii) reopen the Restaurant after having it closed for 30 days or more.

SECTION 9-FEES, REPORTING AND AUDIT RIGHTS

You must pay the fees described below and comply with the following provisions:



Initial Franchise Fee. You must pay to us a nonrefundable Initial Franchise Fee of ~~\$45,000~~55,000.



The Initial Franchise Fee, payable in full on the date you sign this Agreement, is earned upon receipt and is in consideration for our expenses incurred and services rendered in granting you the franchise rights. If you elect to become a Co-Branded Shop, the Initial Franchise Fee will increase by \$20,000 due to required renovations.

Royalty Fee. In addition to the Initial Franchise Fee, during the full term of this Agreement and in consideration of the rights granted to you, you must pay to us a Royalty Fee on a monthly basis or any other accounting period we designate. The Royalty Fee for the first half of the initial term of this Agreement is 4% of Gross Sales. The Royalty Fee for the second half of the initial term of this Agreement will be an amount equal to the greater of (i) 4% of Gross Sales or (ii) the Royalty Fee being charged by us under our form of franchise agreement being used by us at any time during the second half of the initial term of the Agreement (or, if no form of franchise agreement is being use by us on such date, the Royalty Fee being charged by us under our latest form of franchise agreement), provided that the Royalty Fee may not be increased by more than 0.5% at any time during the initial term of the Agreement. The amount of the Royalty Fee for any renewal term shall be that provided in the franchise agreement executed for such renewal term.



Advertising Fee. You must pay to us an Advertising Fee in an amount equal to ~~1~~^{1.5}% of Gross Sales on a monthly basis or any other accounting period we designate. We reserve the right to increase this percentage upon sixty (60) days written notice to you, provided, however, that we may not increase the Advertising Fee by more than ~~1~~^{0.5}% per year and that the Advertising Fee will not exceed 3% for the initial term of this Agreement. These fees are not held by us in trust and become our property to be spent in accordance with ParagraphSection 8 of this Agreement.

Computations and Remittances. Except for the Initial Franchise Fee, you must compute all amounts due and owing at the end of each month's operation or other accounting period we designate and remittance for the amounts must be made to us on or before the tenth (10th) day of the following month or accounting period, accompanied by any reports we may require under subparagraphsubsection 9.H of this Agreement. We reserve the right to change the reporting day of the week for any or all amounts. You must certify the computation of the amounts in the manner and form we specify, and you must supply to us any supporting or supplementary materials as we reasonably require to verify the accuracy of remittances. You waive any and all existing and future claims and offsets against any amounts due under this Agreement, which amounts you must pay when due. We have the right to apply or cause to be applied against amounts due to us or any of our affiliates any amounts that we or our affiliates may hold from time to time on your behalf or that we or our affiliates owe to you. Further, if you are delinquent in the payment of any amounts owed to us, we have the right to require you to prepay estimated Royalty Fees and Advertising Fees.



Electronic Transfer of Funds. You must sign an electronic transfer of funds authorization, attached as Appendix D, to authorize and direct your bank or financial institution to transfer electronically, on

a monthly or accounting period basis, directly to our account or our affiliates' and to charge to your account all amounts due to us or our affiliates. You must maintain a balance in your account sufficient to allow us and our affiliates to collect the amounts owed when due. You are responsible for any penalties, fines or other similar expenses associated with the transfer of funds described in this [subparagraph subsection](#).

☐ Interest Charges; Late Fees. Any and all amounts that you owe to us or to our affiliates will bear interest at the rate of 18% per annum or the maximum contract rate of interest permitted by governing law, whichever is less, from and after the date of accrual. In addition to interest charges on late Royalty Fee and Advertising Fee payments, you must pay to us a service charge of \$150 for each delinquent report or payment that you owe to us under this Agreement. A payment is delinquent for any of the following reasons: (i) we do not receive the payment on or before the date due; or (ii) there are insufficient funds in your bank account to collect the total payment by a transfer of funds on or after the date due. The service charge is not interest or a penalty, it is only to compensate us for increased administrative and management costs due to late payment.

☐ Financial Planning and Management. You must record daily all sales on a cash register tape or similar device. You must keep books and records and submit reports as we periodically require, including but not limited to a monthly or accounting period profit plan, monthly or accounting period balance sheet and monthly or accounting period statement of profit and loss, records of prices and special sales, check registers, purchase records, invoices, sales summaries and inventories, sales tax records and returns, payroll records, cash disbursement journals and general ledger, all of which accurately reflect the operations and condition of your Restaurant operations. You must compile, keep and submit to us the books, records and reports on the forms and using the methods of bookkeeping and accounting as we periodically may prescribe. The records that you are required to keep for your Restaurant must include detailed daily sales, cost of sales, and other relevant records or information maintained in an electronic media format and methodology we approve. You must provide this information to us according to reporting formats, methodologies and time schedules that we establish from time to time. You also must preserve and retain the books, records and reports for not less than 36 months. You must allow us electronic and manual access to any and all records relating to your Restaurant. On or before November 15th of each year, you must prepare and submit to us an Annual Budget and Annual Marketing Plan for the upcoming calendar year.

☐ Reports and Audit. You must submit your Gross Sales daily via our intranet system. You must verify the accuracy of the Gross Sales figure by the fifth (5th) day at midnight of each month or accounting period, for the preceding month or accounting period. You must submit to us all reports with respect to the preceding month or accounting period by the dates and in the form and content as we periodically prescribe. The reports we may require include, but are not limited to, the following information for the preceding month or accounting period: (i) amount of Gross Sales and gross receipts of the Restaurant, amount of sales tax and the computation of the Royalty Fee and the Advertising Fee; (ii) quantities of products purchased and the sources from which each were obtained; (iii) if we request, and within the timeframe we establish, copies of your most recent sales tax return, monthly or period cash register sales summary or details and monthly or period balance sheet and statement of profit and loss, including a summary of your costs for utilities, labor, rent and other material cost items; and (iv) if requested by us to verify your Gross Sales, all such books and records as we may require under our audit policies published from time to time. You also must, at your expense, submit to us within 90 days after the end of each fiscal year or 52-week accounting period a detailed balance sheet, profit and loss statement and statement of cash flows for such fiscal year or 52-week accounting period, prepared on an accrual basis including all adjustments necessary for fair presentation of the financial statements, including a supplemental schedule of revenue and expenses prepared in the format we may periodically prescribe. We may require that the annual financial statements be reviewed or audited by a certified public accountant. You must certify all reports to be true and correct. You acknowledge and agree that we have the right to impose these requirements on you regardless of whether we impose the same requirement on our other franchisees.

We or our authorized representative have the right at all times during the business day to enter the premises where your books and records relative to the Restaurant are kept and to evaluate, copy and audit such books and records. We also have the right to request information from your suppliers and vendors. In the event that any evaluation or audit reveals any understatement of your Gross Sales, Royalty Fees or Advertising Fees in any month by an individual or combined total of 1.25% or more from data reported to us, then, in addition to any other rights we may have (including collection of amounts owed with respect to any understatement), you must reimburse us for all audit costs including, but not limited to, related professional fees, travel, and room and board expenses. Furthermore, we may conduct additional periodic audits and/or evaluations of your books and records, at your sole expense, as we reasonably deem necessary for up to 3 years thereafter. You acknowledge and agree that if you intentionally understate or underreport Gross Sales, Royalty Fees or Advertising Fees, or if a subsequent audit or evaluation conducted within the 3-year period reveals any understatement or a variance of these fees by an individual or combined total of 1.25% or more, in addition to any other remedies provided in this Agreement, at law or in equity, we have the right to terminate this Agreement in accordance with [Subparagraphsubsection](#) 13.B.2. To verify the information you supply, we have the right to reconstruct your sales through the inventory extension method or any other reasonable method of



analyzing and reconstructing sales. You agree to accept any such reconstruction of sales unless you provide evidence in a form satisfactory to us of your sales within a period of [fourteen \(14\)](#) days from the date of notice of understatement or variance. You must fully cooperate with us or our representative in performing these activities and any expenses incurred by us from your lack of cooperation shall be reimbursed by you.

We will keep your financial books, records and reports confidential, unless the information is requested by tax authorities or used as part of a legal proceeding or in a manner as set forth in ~~subparagraph~~[subsection](#) 11.D.8 or where your information is grouped with similar information from other restaurants to produce shared results like high-low ranges or average gross sales or expenses on a system-wide or regional basis.

SECTION 10-YOUR OTHER OBLIGATIONS; NONCOMPETE COVENANTS

You agree to comply with the following terms and conditions:

Payment of Debts. You agree to pay promptly when due: (i) all payments, obligations, assessments and taxes due and payable to us and our affiliates, vendors, suppliers, lessors, federal, state or local governments, or creditors in connection with your business; (ii) all liens and encumbrances of every kind and character created or placed upon or against any of the property used in connection with the Restaurant or business; and (iii) all accounts and other indebtedness of every kind incurred by you in the conduct of the Restaurant or business. In the event you default in making any such payment, we are authorized, but not required, to pay the same on your behalf and you agree promptly to reimburse us on demand for any such payment.

Indemnification. As between us and you, you are solely responsible for the safety and wellbeing of your employees and customers. You hereby waive all claims against us for damages to property or injuries to persons arising out of the operation of your Restaurant. You must fully protect, indemnify and hold us and our owners, directors, officers, insurers, successors and assigns and our affiliates harmless from and against any and all claims, demands, damages and liabilities of any nature whatsoever arising in any manner, directly or indirectly, out of or in connection with or incidental to the operation of your Restaurant (regardless of cause or any concurrent or contributing fault or negligence of us or our affiliates) or any breach by you or your failure to comply with the terms and conditions of this Agreement. We also reserve the right to select our own legal counsel to represent our interests, and you must reimburse us for all our costs and all attorneys' fees immediately upon our request as they are incurred.

It is the intention of the parties to this Agreement that we shall not be deemed a joint employer with you for any reason; however, if we incur any cost, liability, loss or damage as a result of any actions or

omissions of you or your employees, including any that relate to any party making a finding of any joint employer status, you will fully indemnify us for any such cost, liability, loss and damage.

We hereby waive all claims against you for damages to property or injuries to persons arising out of the operation of our company or affiliate owned restaurants. We must fully protect, indemnify and defend you and your affiliates and hold you and them harmless from and against any and all claims, demands, damages and liabilities of any nature whatsoever arising in any manner, directly or indirectly, out of or in connection with or incidental to the operation of our company or affiliate owned restaurants (regardless of cause or any concurrent or contributing fault or negligence of you) or any breach by us or our failure to comply with the terms and conditions of this Agreement.

 Insurance. You must purchase and maintain in full force and effect, at your sole expense and from a company we accept, insurance that insures both you and us, our affiliates and any other persons we designate by name. The insurance policy or policies shall be written in accordance with the standards and specifications (including minimum coverage amounts) set forth in writing by us from time to time, and, at a



minimum, shall include the following (except as different coverages and policy limits may be specified for all franchisees from time to time in writing): (i) property insurance on the Restaurant, restaurant improvements and all fixtures, equipment, supplies and other property used in the operation of the Restaurant (including, but not limited to, fire, replacement cost, extended coverage, vandalism and malicious mischief); (ii) business interruption insurance that covers your loss of income and our Royalty Fees; (iii) comprehensive general liability insurance with a minimum limit of \$1,000,000 (including, but not limited to, coverage for personal injury, products and contractual liability); (iv) umbrella insurance with a minimum limit of \$3,000,000 that is required to sit over auto liability, employer's liability, liquor liability, and general liability; (v) \$1,000,000 liquor liability insurance; (vi) commercial automobile liability insurance on all owned, hired, rented and non-owned vehicles; (vii) workers' compensation and employer's liability insurance covering all of your employees; and (viii) such other insurance as we may from time to time reasonable require, under one or more policies of insurance containing coverage, from time to time prescribed by us. All liability policies and worker compensation policies must include a waiver of subrogation. All policies must be issued by an insurance carrier rated "A" or better by Alfred M. Best & Company, Inc. In addition, the required liability insurance must (i) name us and our affiliates (collectively, "Franchisor Entities") as additional insureds; (ii) provide severability of interests and/or separation of insureds coverage; and (iii) be primary and non-contributory with any insurance policy carried by the Franchisor Entities. Further, the policies shall provide that we must receive at least thirty (30) days' prior written notice of termination, expiration, cancellation, modification or reduction in coverage of any such policy.

You must deliver to us at commencement and thereafter annually or at our request a proper certificate evidencing the existence of such insurance coverage and your compliance with the provisions of this ~~subparagraph~~subsection. The insurance certificate must show compliance with all required insurance specifications. We also may request copies of all policies.

We may from time to time modify the required minimum limits and require additional insurance coverage, by providing written notice to you, as conditions require, to reflect changes in relevant circumstances, industry standards, experiences in the Crooked Pint Ale House system, standards of liability and higher damage awards. If you do not procure and maintain the insurance coverage required by this Agreement, we have the right, but not the obligation, to procure insurance coverage and to charge the costs to you, together with a reasonable fee for the expenses we incur in doing so. You must pay these amounts to us immediately upon written notice. Your obligation to obtain and maintain the insurance described herein shall not be limited in any way by reason of any insurance we procure and maintain.

Non-compete Covenants. You agree that you will receive valuable training and Confidential Information that you otherwise would not receive or have access to but for the rights licensed to you under

this Agreement. You therefore agree to the following noncompetition covenants:

1. Unless otherwise specified, the term “you” as used in this ~~subparagraph~~subsection 10.D includes, collectively and individually, your Control Person, all Principal Owners, guarantors, officers, directors, members, managers, partners, as the case may be, and holders of any ownership interest in you. We may require you to obtain from your Control Person and other individuals identified in the preceding sentence a signed non-compete agreement in a form satisfactory to us that contains the non-compete provisions of this ~~subparagraph~~subsection 10.D.

2. You covenant that during the term of this Agreement you will not, either directly or indirectly, for yourself, or through, on behalf of, or in conjunction with any person or entity, own, manage, operate, maintain, engage in, consult with or have any interest in any restaurant or food business other than one authorized by this Agreement or any other agreement between us and you, except any interest you may have, at the Effective Date of this Agreement, in a restaurant or food business other than a casual or fast casual restaurant. Under no circumstances may you be a member



of a franchisee advisory council, committee, board or other similar group for a restaurant or food business, unless you receive our prior written approval.

3. You covenant that you will not, for a period of two (2) years after the expiration or termination of this Agreement, regardless of the cause of termination, or within two (2) years of the sale of the Restaurant or any interest in you, either directly or indirectly, for yourself, or through, on behalf of, or in conjunction with any person or entity, own, manage, operate, maintain, engage in, consult with or have any interest in (i) a casual or fast casual restaurant that sells or offers to dispense prepared food products the same as or similar to the type sold in Crooked Pint Ale House restaurants; or (ii) a casual or fast casual restaurant or bar business:

- a. At the premises of the former Restaurant;
- b. Within a 5-mile radius of the former Restaurant; or
- c. Within a 5-mile radius of the location of any other business or restaurant using the Crooked Pint Ale House System, whether franchised or owned by us or our affiliates.

4. You agree that the length of time in subpart (3) will be tolled for any period during which you are in breach of the covenants or any other period during which we seek to enforce this Agreement. The parties agree that each of the foregoing covenants will be construed as independent of any other covenant or provision of this Agreement.

SECTION 11-TRANSFER OF FRANCHISE

You agree that the following provisions govern any transfer or proposed transfer:

 **Transfers.** We have entered into this Agreement with specific reliance upon your financial qualifications, experience, skills and managerial qualifications as being essential to the satisfactory operation of the Restaurant. Consequently, neither your interest in this Agreement or you nor in the Restaurant may be transferred or assigned to or assumed by any other person or entity (the “~~assignee~~Assignee”), in whole or in part, unless you have first tendered to us the right of first refusal to acquire this Agreement in accordance with ~~subparagraph~~subsection 11.F, and, if we do not exercise such right, unless our prior written consent is obtained, the transfer fee provided for in ~~subparagraph~~subsection 11.C is paid, and the transfer conditions described in ~~subparagraph~~subsection 11.D are satisfied. Any sale (including installment sale), lease, pledge, management agreement, contract for deed, option

agreement, assignment, bequest, gift or otherwise, or any arrangement pursuant to which you turn over all or part of the daily operation of the business to a person or entity who shares in the losses or profits of the business in a manner other than as an employee will be considered a transfer for purposes of this Agreement. Specifically, but without limiting the generality of the foregoing, the following events constitute a transfer and you must comply with the right of first refusal, consent, transfer fee, and other transfer conditions in this ~~Paragraph~~Section 11:

1. Any change or any series of changes in the percentage of the franchisee entity owned, directly or indirectly, by any Principal Owner which results in any addition or deletion of any person or entity who qualifies as a Principal Owner;
2. Any change in the general partner of a franchisee that is a general, limited or other partnership entity; or
3. For purposes of this ~~subparagraph~~subsection 11.A, a pledge or seizure of any ownership interests



in you or in any Principal Owner that affects the ownership of 25% or more of you or any Principal Owner, which we have not approved in advance in writing.

In the event of your insolvency or the filing of any petition by or against you under any provisions of any bankruptcy or insolvency law, if your legal representative, successor, receiver or trustee desires to succeed to your interest in this Agreement or the business conducted hereunder, such person first must notify us, tender the right of first refusal provided for in [subparagraphsubsection 11.F](#), and if we do not exercise such right, must apply for and obtain our consent to the transfer, pay the transfer fee provided for in [subparagraphsubsection 11.C](#), and satisfy the transfer conditions described in [subparagraphsubsection 11.D](#). In addition, you or the assignee must pay the attorneys' fees and costs that we incur in any bankruptcy or insolvency proceeding pertaining to you.

You may not place in, on or upon the location of the Restaurant, or in any communication media or any form of advertising, any information relating to the sale of the Restaurant or the rights under this Agreement, without our prior written consent.

Consent to Transfer. We will not unreasonably withhold our consent to transfer, provided that all of the conditions described in this [ParagraphSection 11](#) have been satisfied. Application for our consent to a transfer and tender of the right of first refusal provided for in [subparagraphsubsection 11.F](#) must be made by submission of our form of application for consent to transfer. You also agree to submit other information and documents (including a copy of the proposed purchase or other transfer agreement) we require under our then-current transfer procedures. The application must indicate whether you or a Principal Owner proposes to retain a security interest in the property to be transferred. No security interest may be retained or created, however, without our prior written consent and except upon conditions acceptable to us. Any agreement used in connection with a transfer shall be subject to our prior written approval, which approval will not be withheld unreasonably.

You immediately must notify us of any proposed transfer and must submit promptly to us the application for consent to transfer. Any attempted transfer by you without our prior written consent or otherwise not in compliance with the terms of this Agreement will be void, your interest in this Agreement will be voluntarily abandoned, and it will provide us with the right to elect either to deem you in default and terminate this Agreement or to collect from you and the guarantors a transfer fee equal to two times the transfer fee provided for in [subparagraphsubsection 11.C](#).



Transfer Fee. The transfer fee is \$12,500. You must submit to us a \$5,000 deposit at the time you submit an application for consent to transfer. We have the right to increase the deposit above \$5,000 and up to \$12,500 if we believe our costs and expenses will exceed \$5,000. We will refund the \$5,000 (or any increased deposit amount) less our costs and expenses (including our time) if the transfer is not completed. If

the transfer proceeds, the \$7,500 balance (or any adjusted balance amount) on the transfer fee is due to us prior to the closing of the transfer and the entire \$12,500 transfer fee becomes nonrefundable at that time. Payment of the transfer fee is a condition of transfer under ~~subparagraph~~subsection 11.D. If the transfer is part of a simultaneous, multiple restaurant transfer, the transfer fee will be modified as follows: the transfer fee for the first restaurant is \$12,500, the transfer fee for the second through tenth restaurants is \$2,500 per restaurant, with no additional transfer fee beyond the tenth restaurant. If, however, our costs and expenses in reviewing and processing the transfer, including attorneys' fees, exceed the applicable transfer fee, then in addition to the transfer fee you agree to cover those additional costs and expenses (including our time).

D Conditions of Transfer. We condition our consent to any proposed transfer, whether to an individual, a corporation, a partnership or any other entity upon the following:

1. Assignee Requirements. The assignee must meet all of our then-current requirements for any potential new franchisee at the time of the proposed transfer.

2. Payment of Amounts Owed. All amounts owed by you to us or any of our affiliates, your suppliers or any landlord for the Restaurant premises and Authorized Location, or upon which we or any of our affiliates have any contingent liability must be paid in full.

3. Reports. You must have provided all required reports to us in accordance with ~~subparagraphs~~ subsections 9.G and H.

4. Modernization. You must have complied with the provisions of ~~subparagraph~~ subsection 5.E.

5. Guarantee. In the case of an installment sale for which we have consented to you or any Principal Owner retaining a security interest or other financial interest in this Agreement or the business operated thereunder, you or such Principal Owner, and the guarantors, are obligated to guarantee the performance under this Agreement until the final close of the installment sale or the termination of such interest, as the case may be.

6. General Release. You, each Principal Owner and each guarantor must sign a general release of all claims arising out of or relating to this Agreement, your Restaurant or the parties' business relationship, in the form we designate, releasing us and our affiliates.

7. Execution of Then-Current Franchise Agreement. The assignee executes our ~~then-current~~ then-current form of franchise agreement (modified to reflect that the term is only the remainder of the term under this Agreement and other modifications to reflect that the agreement relates to a transfer), the terms of which may differ from this Agreement, including higher fees and modifications to the Designated Area (although in no event will the revised Designated Area have a residential population of the lesser of approximately 15,000 to 40,000 or the residential population that existed as of the Effective Date).

8. Training. The assignee must, at your or assignee's expense, comply with the training requirements of ~~subparagraph~~ subsection 7.B.

9. Financial Reports and Data. We have the right to require you to prepare and furnish to assignee and/or us such financial reports and other data relating to the Restaurant and its operations reasonably necessary or appropriate for assignee and/or us to evaluate the Restaurant and the proposed transfer. You agree that we have the right to confer with proposed assignees and furnish them with information concerning the Restaurant and proposed transfer without being held liable to you, except for intentional misstatements made to an assignee. Any information furnished by us to proposed

assignees is for the sole purpose of permitting the assignees to evaluate the Restaurant and proposed transfer and must not be construed in any manner or form whatsoever as earnings claims or claims of success or failure.

10. Other Franchise Agreements. You must be in full compliance with all your obligations under any and all Franchise Agreements executed between you and us.

11. Other Conditions. You must have complied with any other conditions that we reasonably require from time to time as part of our transfer policies, provided that such conditions will not be more stringent than any conditions otherwise imposed on new franchisees signing the then-current franchise agreement.

 Death, Disability or Incapacity. If any individual who is a Principal Owner dies or becomes disabled or incapacitated and the decedent's or disabled or incapacitated person's heir or successor-in-interest wishes to continue as a Principal Owner, such person or entity must apply for our consent under ~~subparagraph~~ [subsection](#)



11.B, comply with the training requirements of [subparagraphsubsection 7.B](#) if the Principal Owner also was the Control Person (unless the heir or successor-in-interest finds another Principal Owner to qualify as the Control Person), pay the applicable transfer fee under [subparagraphsubsection 11.C](#), and satisfy the transfer conditions under [subparagraphsubsection 11.D](#), as in any other case of a proposed transfer, all within 180 days of the death or event of disability or incapacity. During any transition period to an heir or successor-in-interest, the Restaurant still must be operated in accordance with the terms and conditions of this Agreement. If the assignee of the decedent or disabled or incapacitated person is the spouse or child of such person, no transfer fee will be payable to us and we will not have a right of first refusal as set forth in [subparagraphsubsection 11.F](#).

Right of First Refusal. If you propose to transfer or assign this Agreement or your interest herein or in you or the business, in whole or in part, to any third party, including, without limitation, any transfer contemplated by [subparagraphsubsection 11.E](#) or any transfer described in [subparagraphsubsection 11.A](#), you first must offer to sell to us your interest under the same terms. In the event of a bona fide offer from such third party, you must obtain from the third-party offeror and deliver to us a statement in writing, signed by the offeror and by you, of the terms of the offer. In the event the proposed transfer results from a transfer under [subparagraphsections 11.A.1 through 11.A.3](#), or your insolvency or the filing of any petition by or against you under any provisions of any bankruptcy or insolvency law, you first must offer to sell to us your interest in this Agreement and the land, building, equipment, furniture and fixtures, and any leasehold interest used in the operation of your Restaurant. Unless otherwise agreed to in writing by us and you, the purchase price for our purchase of assets in the event of a transfer that occurs by a transfer under [subparagraphsections 11.A.1 through 11.A.3](#), insolvency or bankruptcy filing will be established by a qualified appraiser selected by the parties and in accordance with the price determination formula established in [subparagraphsubsection 14.B](#) (the formula that includes the value of any goodwill of the business) in connection with an asset purchase upon expiration. In addition, unless otherwise agreed to in writing by us and you, the transaction documents, which we will prepare, will be those customary for this type of transaction and will include representations and warranties then customary for this type of transaction. If the parties cannot agree upon the selection of such an appraiser, a Judge of the United States District Court for the District in which the Authorized Location is located will appoint one upon petition of either party

You or your legal representative must deliver to us a statement in writing incorporating the appraiser's report and all other information we have requested.

We then have [forty-five \(45\)](#) days from our receipt of the statement setting forth the third-party offer or the appraiser's report and other requested information to accept the offer by delivering written notice of acceptance to you. Our acceptance of any right of first refusal will be on the same price and terms set forth in the statement delivered to us; provided, however, we have the right to substitute equivalent cash for any noncash consideration included in the offer. If we fail to accept the offer within the 45-day period, you will be free for

sixty (60) days after such period to effect the disposition described in the statement delivered to us provided such transfer is in accordance with this [ParagraphSection 11](#). You may affect no other sale or assignment of you, this Agreement or the business without first offering the same to us in accordance with this [subparagraphsubsection 11.F](#).

¶ Transfer to Immediate Family Members and among Principal Owners. If the transfer is between an original Principal Owner or an individual who has been a Principal Owner for at least five (5) years and an immediate family member of that owner, or if the transfer is among individuals who have each been Principal Owners for at least five years, then the following apply: (i) no transfer fee will be payable to us, although you must reimburse us for our reasonable costs and expenses in an amount not to exceed \$12,500; (ii) we will waive our right of first refusal described in [subparagraphsubsection 11.F](#); and (iii) we will not require the execution of the then-current ~~franchise agreement~~[Agreement](#), as required by [subparagraphsubsection 11.D.7](#). All other provisions of this [ParagraphSection 11](#) apply in full force and effect to the type of transfer described in this [subparagraphsubsection](#).



~~Transfer by Us. We have the right to sell or assign, in whole or in part, our interest in this~~

[Transfer by Us. We have the right to sell or assign, in whole or in part, our interest in this Agreement.](#)

SECTION 12-DISPUTE RESOLUTION

The following provisions apply with respect to dispute resolution:

Mediation; Arbitration.

(i) Except for disputes that involve injunctive relief or specific performance actions covered under ~~subparagraph~~subsection 12.B and prior to either party filing arbitration, the parties agree to mediate any dispute between you and us or any of our or your affiliates, including, without limitation, your owners and guarantors, arising under, out of, in connection with or in relation to this Agreement, any lease or sublease for the Restaurant or Authorized Location, the parties' relationship, or the business. Mediation will be conducted in the county in which our headquarters are then located (currently, St. Paul, Minnesota), or at such other place as may be mutually agreeable to the parties, by a mediator or mediation program agreed to by the parties. Persons authorized to settle the dispute must attend any mediation session. The parties agree to participate in the mediation proceedings in good faith with the intention of resolving the dispute if at all possible within thirty (30) days of the notice from the party seeking to initiate the mediation procedures. If not resolved within thirty (30) days, or if one party refuses to participate in mediation as outlined herein, the parties are free to pursue arbitration. Mediation is a compromise negotiation for purposes of the federal and state rules of evidence, and the entire process is confidential. The parties agree that each party will pay fifty percent (50%) of the total of mediation fees and all costs associated with mediation.



(ii) Except as provided in ~~subparagraph~~subsection 12.B., all disputes between you and us or any of our or your affiliates, including, without limitation, your owners and guarantors, that are not resolved through mediation as provided above must be submitted to binding arbitration under the authority of the Federal Arbitration Act and must be arbitrated in accordance with the then-current rules and procedures and under the auspices of the American Arbitration Association. The arbitration will be heard by a single arbitrator with at least three years' experience in franchising or franchise law and must take place in the county in which our headquarters are then located (currently, St. Paul, Minnesota), or at such other place as may be mutually agreeable to the parties. Any arbitration must be resolved on an individual basis and not joined as part of a class action or the claims of other parties. The arbitrator must follow the law and not disregard the terms of this Agreement.

The decision of the arbitrator will be final and binding on all parties to the dispute; however, the arbitrators may not, under any circumstances: (i) stay the effectiveness of any pending termination of this Agreement; (ii) assess punitive or exemplary damages; or (iii) make any award that extends, modifies or

suspends any lawful term of this Agreement or any reasonable standard of business performance that we set. A judgment may be entered upon the arbitration award by any court of competent jurisdiction.

B1 Injunctive Relief. Notwithstanding ~~subparagraph~~subsection 12.A above, you recognize that the failure on the part of a single franchisee to comply with the terms of its agreement could cause irreparable damage to us and/or to some or all of our other franchisees. Therefore, it is mutually agreed that in the event of a breach or threatened breach of any of the terms of this Agreement by either party, the non-breaching party shall be relieved of its obligation to mediate under ~~subparagraph~~subsection 12.A and will forthwith be entitled to an injunction restraining such breach or to a decree of specific performance, without showing or proving any actual damage, together with recovery of reasonable attorneys' fees and other costs incurred in obtaining said equitable relief, until such time as a final and binding determination is made by the court. The foregoing equitable remedies are in addition to, and not in lieu of, all other remedies or rights that the parties might otherwise have by virtue of any breach of this Agreement by the other party. Finally, we and our affiliates shall be relieved of our obligation to mediate under ~~subparagraph~~subsection 12.A and shall have right to commence a civil action against you or take other appropriate action for the following reasons: to collect sums of money due to us; to compel your compliance with trademark standards and requirements to protect the goodwill of the Trademarks; to compel you to compile and submit

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required reports to us; or to permit evaluations or audits authorized by this Agreement.

Attorneys' Fees. The prevailing party in any action or proceeding arising under, out of, in connection with, or in relation to this Agreement, any lease or sublease for the Restaurant or Authorized Location, or the business will be entitled to recover its reasonable attorneys' fees and costs.

SECTION 13-DEFAULT AND TERMINATION

The following provisions apply with respect to default and termination:

Defaults. You are in default if we determine that you or any Principal Owner or guarantor has breached any of the terms of this Agreement or any other agreement between you and us or our affiliates, which without limiting the generality of the foregoing includes making any false report to us, intentionally understating or underreporting or failure to pay when due any amounts required to be paid to us or any of our affiliates, actions by you, a Principal Owner, or a guarantor that infringe upon, harm or contest our parent company's rights in any of the Trademarks or the goodwill associated with the Trademarks or impair or tend to impair your reputation, any felony, filing of tax or other liens that may affect this Agreement, voluntary or involuntary bankruptcy by or against you or any Principal Owner or guarantor, insolvency, making an assignment for the benefit of creditors or any similar voluntary or involuntary arrangement for the disposition of assets for the benefit of creditors.

Termination by Us. We have the right to terminate this Agreement in accordance with the following provisions:

1. Termination After Opportunity to Cure. Except as otherwise expressly provided in this ~~subparagraph~~subsection 13.B or elsewhere in the Agreement: (i) you will have thirty (30) days from the date of our issuance of a written notice of default to cure any default under this Agreement, other than a failure to pay amounts due or submit required reports, in which case you will have ten (10) days to cure those defaults; (ii) your failure to cure a default within the 30-day or 10-day period will provide us with good cause to terminate this Agreement; (iii) the termination will be accomplished by mailing or delivering to you written notice of termination that will identify the grounds for the termination; and (iv) the termination will be effective immediately upon our issuance of the written notice of termination.

2. Immediate Termination With No Opportunity to Cure. In the event any of the following defaults occurs, you will have no right or opportunity to cure the default and this

Agreement will terminate effective immediately on our issuance of written notice of termination: any material misrepresentation or omission in your franchise application, your voluntary abandonment of this Agreement or the Authorized Location, the loss or revocation of your liquor license or suspensions totaling ninety (90) days over any five (5) year period, the loss of your lease, the failure to timely cure a default under the lease, the loss of your right of possession or failure to reopen or relocate under ~~subparagraph~~subsection 5.D, the closing of the Restaurant by any state or local authorities for health or public safety reasons, any unauthorized use of the Confidential Information, insolvency of you, a Principal Owner, the Control Person or guarantor, you, a Principal Owner, the Control Person or guarantor making an assignment or entering into any similar arrangement for the benefit of creditors, any default under this Agreement that materially impairs the goodwill associated with any of the Trademarks, conviction of you, any Principal Owners, the Control Person, or guarantors of (or pleading no contest to) any felony regardless of the nature of the charges, or any actions that infringe upon, harm or contest our parent company's rights in any of the Trademarks or the goodwill associated with the Trademarks or impair or tend to impair your reputation, intentionally understating or underreporting Gross Sales, Royalty Fees or Advertising Fees or any understatement or 1.25% variance on a subsequent audit within a three (3) year period under ~~subparagraph~~subsection 9.H, failure to



open the Restaurant by the Required Open Date, failure to execute the lease (including the Lease Addendum) or the Purchase Agreement for the Restaurant by the date stated in [subparagraph subsection 5.A](#), failure to start substantial construction of the Restaurant by the date established in [subparagraph subsection 5.B](#), failure to secure financing for the construction of the Restaurant by the date set forth in [subparagraph subsection 5.B](#), violation by you of the provisions of [subparagraph subsection 15.P](#), any unauthorized transfer or assignment in violation of [ParagraphSection 11](#) or any default by you that is the second same or similar default within any 12-month consecutive period or the fourth default of any type within any 24-month consecutive period.

3. **Immediate Termination After No More than 24 Hours to Cure.** In the event that a default under this Agreement occurs that violates any health safety or sanitation law or regulation, violates any system standard as to food handling, cleanliness, health and sanitation, or if the operation of the Restaurant presents a health or safety hazard to your customers or to the public (for example, improper cooking or storage procedures used for food products): (i) you will have no more than [twenty-four \(24\)](#) hours after we provide written notice of the default to cure the default; and (ii) if you fail to cure the default within the [twenty-four \(24\)](#) hour period, this Agreement will terminate effective immediately on our issuance of written notice of termination.

4. **Effect of Other Laws.** The provisions of any valid, applicable law or regulation prescribing permissible grounds, cure rights or minimum periods of notice for termination of this franchise supersede any provision of this Agreement that is less favorable to you.



Termination by You. You may terminate this Agreement as a result of a breach by us of a material provision of this Agreement provided that: (i) you provide us with written notice of the breach that identifies the grounds for the breach; and (ii) we fail to cure the breach within [thirty \(30\)](#) days after our receipt of the written notice. If we fail to cure the breach, the termination will be effective [sixty \(60\)](#) days after our receipt of your written notice of breach. Your termination of this Agreement under this [ParagraphSection](#) will not release or modify your Post-Term obligations under [ParagraphSection 14](#) of this Agreement.

SECTION 14-POST-TERM OBLIGATIONS

Upon the expiration or termination of this Agreement:

Reversion of Rights; Discontinuation of Trademark Use. All of your rights to the use of the Trademarks and all other rights and licenses granted herein and the right and license to conduct business under



the Trademarks at the Authorized Location will revert to us without further act or deed of any party. All of your right, title and interest in, to and under this Agreement will become our property. Upon our demand, you must assign to us or our assignee your remaining interest in any lease then in effect for the Restaurant (although we will not assume any past due obligations).

You must immediately comply with the post-term non-compete obligations under [subparagraphsubsection 10.D](#), cease all use and display of the Trademarks and of any proprietary material (including the manual and the product preparation materials) and of all or any portion of point-of-sale materials furnished or approved by us, assign all right, title and interest in the telephone numbers for the Restaurant and cancel or assign, at our option, any assumed name rights or equivalent registrations filed with authorities. You must pay all sums due to us, our affiliates or designees and all sums you owe to third parties that have been guaranteed by us or any of our affiliates. You must immediately return to us, at your expense, all copies of the manuals and product preparation materials then in your possession or control or previously disseminated to your employees and continue to comply with the confidentiality provisions of [subparagraphsubsection 6.J](#). You must promptly at your expense and subject to [subparagraphsubsection 14.B](#), remove or obliterate all Restaurant signage, displays or other materials (electronic or tangible) in your possession at the Authorized Location or elsewhere that bear any of the Trademarks or names

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or material confusingly similar to the Trademarks and so alter the appearance of the Restaurant as to differentiate the Restaurant unmistakably from duly licensed restaurants identified by the Trademarks. If, however, you refuse to comply with the provisions of the preceding sentence within [thirty \(30\)](#) days, we have the right to enter the Authorized Location and remove all Restaurant signage, displays or other materials in your possession at the Authorized Location or elsewhere that bear any of the Trademarks or names or material confusingly similar to the Trademarks, and you must reimburse us for our costs incurred. Notwithstanding the foregoing, in the event of expiration or termination of this Agreement, you will remain liable for your obligations pursuant to this Agreement or any other agreement between you and us or our affiliates that expressly or by their nature survive the expiration or termination of this Agreement.



Purchase Option. We have the right to purchase or designate a third party that will purchase all or any portion of the assets of your Restaurant that are owned by you or any of your affiliates including, without limitation, the land, building, equipment, fixtures, signage, furnishings, supplies, leasehold improvements, liquor license and inventory of the Restaurant at a price determined by a qualified appraiser (or qualified appraisers if one party believes it is better to have a real estate appraiser appraise the value of the land and building and a business appraiser appraise the Restaurant's other assets) selected with the consent of both parties, provided we give you written notice of our preliminary intent to exercise our purchase rights under this Paragraph within [thirty \(30\)](#) days after the date of the expiration or termination of this Agreement. If the parties cannot agree upon the selection of an appraiser(s), one or both will be appointed by a Judge of the United States District Court for the District in which the Authorized Location is located upon petition of either party.

In the event the Agreement is terminated (rather than if it expires), the price determined by the appraiser(s) will be the reasonable fair market value of the assets based on their continuing use in, as, and for the operation of a Crooked Pint Ale House Restaurant and the appraiser will designate a price for each category of asset (e.g., land, building, equipment, fixtures, etc.), but shall not include the value of any goodwill of the business, as the goodwill of the business is attributable to the Trademarks and the System. In the event that the Agreement expires (rather than if it is terminated), the price determined by the appraiser(s) will be the reasonable fair market value of the assets, as stated in the prior sentence, plus the value of any goodwill of the business, attributable to your operation of the Restaurant. In the event of expiration, however, the parties agree that you may elect not to include the land in the appraisal and option to purchase process. In this instance, you may elect to lease the land to us or our designee for a lease term of at least [ten \(10\)](#) years with two 5-year options to renew and for a primary rate equal to fair market value according to the applicable Building Office Management Association Guidelines, unless otherwise agreed to by the parties.

Within [forty-five \(45\)](#) days after our receipt of the appraisal report, we or our designated purchaser

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will identify the assets, if any, that we intend to purchase at the price designated for those assets in the appraisal report. We or our designated purchaser and you will then proceed to complete and close the purchase of the identified assets, and to prepare and execute purchase and sale documents customary for the assets being purchased, in a commercially reasonable time and manner. We and you will each pay one-half of the appraiser's fees and expenses.

Our interest in the assets of the Restaurant that are owned by you or your affiliates will constitute a lien thereon and may not be impaired or terminated by the sale or other transfer of any of those assets to a third party. Upon our or our designated purchaser's exercise of the purchase option and tender of payment, you agree to sell and deliver, and cause your affiliates to sell and deliver, the purchased assets to us or our designated purchaser, free and clear of all encumbrances, and to execute and deliver, and cause your affiliates to execute and deliver, to us or our designated purchaser a bill of sale therefore and such other documents as may be commercially reasonable and customary to effectuate the sale and transfer of the assets being purchased.

If we do not exercise our option to purchase under this ~~subparagraph~~subsection, you may sell or lease the

Restaurant premises to a third party purchaser, provided that your agreement with the purchaser includes a covenant by the purchaser, which is expressly enforceable by us as a third party beneficiary, pursuant to which the purchaser agrees, for a period of two (2) years after the expiration or termination of this Agreement, not to use the premises for the operation of a restaurant business that has a menu or method of operation similar to that employed by our company-owned or franchised restaurants.

Claims. You and your Principal Owners and guarantors may not assert any claim or cause of action against us or our affiliates relating to this Agreement or the Crooked Pint Ale House business after the shorter period of the applicable statute of limitations or one year following the effective date of termination of this Agreement; provided that where the one-year limitation of time is prohibited or invalid by or under any applicable law, then and in that event no suit or action may be commenced or maintained unless commenced within the applicable statute of limitations.

SECTION 15-GENERAL PROVISIONS

The parties agree to the following provisions:

■ Severability. Should one or more clauses of this Agreement be held void or unenforceable for any reason by any court of competent jurisdiction, such clause or clauses will be deemed to be separable in such jurisdiction and the remainder of this Agreement is valid and in full force and effect and the terms of this Agreement must be equitably adjusted so as to compensate the appropriate party for any consideration lost because of the elimination of such clause or clauses. It is the intent and expectation of each of the parties that each provision of this Agreement will be honored, carried out and enforced as written. Consequently, each of the parties agrees that any provision of this Agreement sought to be enforced in any proceeding must, at the election of the party seeking enforcement and notwithstanding the availability of an adequate remedy at law, be enforced by specific performance or any other equitable remedy.

▲ Waiver/Integration. No waiver by us of any breach by you, nor any delay or failure by us to enforce any provision of this Agreement, may be deemed to be a waiver of any other or subsequent breach or be deemed an estoppel to enforce our rights with respect to that or any other or subsequent breach. Subject to our rights to modify Appendices and/or standards and as otherwise provided herein, this Agreement may not be waived, altered or rescinded, in whole or in part, except by a writing signed by you and us. This Agreement together with the addenda and appendices hereto and the application form executed by you requesting us to enter into this Agreement constitute the sole agreement between the parties with respect to the entire subject matter of this Agreement and embody all prior agreements and negotiations with respect to the business. You

acknowledge and agree that you have not received any warranty or guarantee, express or implied, as to the potential volume, profits or success of your business. There are no representations or warranties of any kind, express or implied, except as contained herein and in the aforesaid application. Nothing in this Agreement or in any related agreement is intended to disclaim the representations we made in the franchise disclosure document that we furnished to you.

 Notices. Except as otherwise provided in this Agreement, any notice, demand or communication provided for herein must be in writing and signed by the party serving the same and either delivered personally or by a reputable overnight service or deposited in the United States mail, service or postage prepaid and addressed as follows:

If **intended for us**, addressed to:

President, Crooked Pint, LLC,

1342 Grand Avenue, St. Paul, Minnesota 55105;



If **intended for you**, addressed to:

or at the Authorized Location; or, in either case, as the intended party may change such address by written notice to the other party. Notices for purposes of this Agreement will be deemed to have been received if mailed or delivered as provided in this [subparagraph subsection](#).

Authority. Any modification, consent, approval, authorization or waiver granted hereunder required to be effective by signature will be valid only if in writing executed by the Control Person or, if on behalf of us, in writing executed by our President or one of our authorized Vice Presidents.

References. If the franchisee is [two \(2\)](#) or more individuals, the individuals are jointly and severally liable, and references to you in this Agreement include all of the individuals. Headings and captions contained herein are for convenience of reference and may not be taken into account in construing or interpreting this Agreement.

Guarantee. All Principal Owners of a franchisee that is a corporation, limited liability company, partnership or other legal entity must execute the form of undertaking and guarantee at the end of this Agreement. Any person or entity that at any time after the date of this Agreement becomes a Principal Owner pursuant to the provisions of [ParagraphSection 11](#) or otherwise must execute the form of undertaking and guarantee at the end of this Agreement within [ten \(10\)](#) days from the date such person or entity becomes a Principal Owner; provided, however, that any person or entity who becomes a Principal Owner shall automatically acquire all the obligations of a Principal Owner under this Agreement at the time such person or entity becomes a Principal Owner. Before approving and entering into any transaction that would make any person or entity a Principal Owner, you must notify such person about the content of this [subparagraph subsection](#).



Successors/Assigns. Subject to the terms of [ParagraphSection 11](#) hereof, this Agreement is binding upon and inures to the benefit of the administrators, executors, heirs, successors and assigns of the parties.



Interpretation of Rights and Obligations. The following provisions apply to and govern the interpretation of this Agreement, the parties' rights under this Agreement, and the relationship between the parties:

1. Applicable Law and Waiver. Subject to our rights under federal trademark laws and

the parties' rights under the Federal Arbitration Act in accordance with [ParagraphSection 12](#) of this Agreement, the parties' rights under this Agreement, and the relationship between the parties is governed by, and

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will be interpreted in accordance with, the laws (statutory and otherwise) of the state in which the Authorized Location is located. You waive, to the fullest extent permitted by law, the rights and protections that might be provided through the laws of any state relating to franchises or business opportunities, other than those of the state in which the Authorized Location is located.

2. Our Rights. Whenever this Agreement provides that we have a certain right, that right is absolute and the parties intend that our exercise of that right will not be subject to any limitation or review. We have the right to operate, administrate, develop, and change the System in any manner that is not specifically precluded by the provisions of this Agreement, although this right does not modify the requirements of [subparagraph subsection 5.E](#) and other express limitations set forth in this Agreement.

3. Our Reasonable Business Judgment. Whenever we reserve discretion in a particular area or where we agree to exercise our rights reasonably or in good faith, we will satisfy our obligations whenever we exercise ~~Reasonable Business Judgment~~[reasonable business judgment](#) in making our decision or exercising our rights. Our decisions or actions will be deemed to be the result of ~~Reasonable Business Judgment~~[reasonable business judgment](#), even if other reasonable or even arguably preferable alternatives are available, if our decision or action is intended, in whole or significant part, to promote or benefit the System generally even if the decision or action also promotes our financial or other individual interest. Examples of items that will promote or benefit the System include, without limitation, enhancing the value of the Trademarks, improving customer service and satisfaction, improving product quality, improving uniformity, enhancing or encouraging modernization and improving the competitive position of the System.



Venue. Any cause of action, claim, suit or demand allegedly arising from or related to the terms of this Agreement and the relationship of the parties must be brought in the Federal District Court for the District of Minnesota or in Hennepin County District Court, Fourth Judicial District, Minneapolis, Minnesota. Both parties hereto irrevocably submit themselves to, and consent to, the jurisdiction of said courts. The provisions of this [subparagraph subsection](#) will survive the termination of this Agreement. You are aware of the business purposes and needs underlying the language of this [subparagraph subsection](#) and, with a complete understanding thereof, agree to be bound in the manner set forth.



Jury Waiver. All parties hereby waive any and all rights to a trial by jury in connection with the enforcement or interpretation by judicial process of any provision of this Agreement, and in connection with allegations of state or federal statutory violations, fraud, misrepresentation or similar causes of action or any legal action initiated for the recovery of damages for breach of this Agreement.



Waiver of Punitive Damages. You and your affiliates and we and our affiliates agree to waive, to the fullest extent permitted by law, the right to or claim for any punitive or exemplary damages against the other and agree that in the event of any dispute between them, each will be limited to the recovery of actual damages sustained.



Relationship of the Parties. You and we are independent contractors. Neither party is the agent, legal representative, partner, subsidiary, joint venturer or employee of the other. Neither party may obligate the other or represent any right to do so. This Agreement does not reflect or create a fiduciary relationship or a relationship of special trust or confidence. Without limiting the generality of the foregoing, we shall have no liability in connection with or related to the products or services rendered to you by any third party, even if we required, approved or consented to the product or service or designated or approved the supplier.



Force Majeure. In the event of any failure of performance of this Agreement according to its terms by any party due to force majeure will not be deemed a breach of this Agreement. For purposes of this Agreement, "force majeure" shall mean acts of God, State or governmental action, riots, disturbance,

war, strikes, lockouts, slowdowns, prolonged shortage of energy supplies or any raw material, epidemics, fire, flood, hurricane, typhoon, earthquake, lightning and explosion or other similar event or condition, not existing as of the date of signature of this Agreement, not reasonably foreseeable as of such date and not reasonably within the control of any party hereto, which prevents in whole or in material part the performance by one of the parties hereto of its obligations hereunder.

N Adaptations and Variances. Complete and detailed uniformity under many varying conditions may not always be possible, practical, or in the best interest of the System. Accordingly, we have the right to vary the Menu Items and other standards, specifications, and requirements for any franchised restaurant or franchisee based upon the customs or circumstances of a particular franchise or operating agreement, site or location, population density, business potential, trade area population, existing business practice, competitive circumstance or any other condition that we deem to be of importance to the operation of such restaurant or store, franchisee's business or the System. We are not required to grant to you a like or other variation as a result of any variation from standard menus, specifications or requirements granted to any other franchisee. You acknowledge that you are aware that our other franchisees operate under a number of different forms of agreement that were entered into at different times and that, consequently, the obligations

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and rights of the parties to other agreements may differ materially in certain instances from your rights and obligations under this Agreement.

Notice of Potential Profit. We and/or our affiliates may from time to time make available to you or require you to purchase goods, products and/or services for use in your Restaurant on the sale of which we and/or our affiliates may make a profit. Further, we and/or our affiliates may from time to time receive consideration from suppliers and/or manufacturers in respect to sales of goods, products or services to you or in consideration of services rendered or rights licensed to such persons. You agree that we and/or our affiliates are entitled to said profits and/or consideration.

Updating Your Franchise Agreement. If at any time during the term of this Agreement you and us enter into a subsequent franchise agreement (the “Subsequent Agreement”) granting you the right to operate another Crooked Pint Ale House restaurant and the terms of the Subsequent Agreement are different from the terms of this Agreement, you will have the right to request that this Agreement be replaced by a franchise agreement containing terms and conditions similar to the Subsequent Agreement (the “New Agreement”), but such right shall be conditioned upon you meeting all the conditions stipulated in subparagraph subsection 4.B of this Agreement, except that you shall pay a fee of only \$2,500; provided, however, that the term under the New Agreement shall be equal to the term left under this Agreement at the time of the execution of the New Agreement. You must exercise the rights granted under this subparagraph subsection within 30 days after the date you execute the Subsequent Agreement.

Effective Date. We will designate the “Effective Date” of this Agreement in the space provided on the cover page. If no Effective Date is designated on the cover page, the Effective Date is the date when we sign this Agreement. However, as described in subparagraph subsection 5.A, you do not have the right to, and may not, open and commence operation of a Restaurant at the Authorized Location until we notify you that you have satisfied all of the pre-opening conditions set forth in this Agreement.

[\[Signature Page Follows\]](#)

IN WITNESS WHEREOF, the parties have executed this Franchise Agreement on the dates written below.

FRANCHISEE: (For an Entity)

FRANCHISEE: (For an Individual)

Date: _____

Date: _____

_____,
a (Please type or print) (Please type or print name and type of entity)

Name: _____

Signature: _____

By:
(Signature of person signing on behalf of entity)

(Please type or print name of person
signing on behalf of entity)

Date: _____

Name:
~~Name:~~ _____

(Please type or print)
Its: _____

(Please type or print title of person
signing on behalf of entity)

Signature: _____

US:

CROOKED PINT, LLC

Date: _____

By: _____

Its: _____

**PERSONAL GUARANTY AND AGREEMENT TO BE BOUND
PERSONALLY BY THE TERMS AND CONDITIONS
OF THE FRANCHISE AGREEMENT**

In consideration of the execution of the Franchise Agreement (the "Agreement") between Crooked Pint, LLC ("we" or "us") and _____ (the "Franchisee"), dated _____, and for other good and valuable consideration, the undersigned, for themselves, their heirs, successors, and assigns, do jointly, individually and severally hereby become surety and guarantor for the payment of all amounts and the performance of the covenants, terms and conditions in the Agreement, to be paid, kept and performed by the Franchisee, including without limitation the arbitration and other dispute resolution provisions of the Agreement.

Further, the undersigned, individually and jointly, hereby agree to be personally bound by each and every condition and term contained in the Agreement, including but not limited to the non-compete provisions in [subparagraph subsection 10.D](#), and agree that this Personal Guaranty will be construed as though the undersigned and each of them executed an agreement containing the identical terms and conditions of the Agreement.

The undersigned waive: (1) notice of demand for payment of any indebtedness or nonperformance of any obligations hereby guaranteed; (2) protest and notice of default to any party respecting the indebtedness or nonperformance of any obligations hereby guaranteed; (3) any right he/she may have to require that an action be brought against the Franchisee or any other person as a condition of liability; and (4) notice of any changes permitted by the terms of the Agreement or agreed to by the Franchisee.

In addition, the undersigned consents and agrees that: (1) the undersigned's liability will not be contingent or conditioned upon our pursuit of any remedies against the Franchisee or any other person; (2) such liability will not be diminished, relieved or otherwise affected by the Franchisee's insolvency, bankruptcy or reorganization, the invalidity, illegality or unenforceability of all or any part of the Agreement, or the amendment or extension of the Agreement with or without notice to the undersigned; and (3) this Personal Guaranty shall apply in all modifications to the Agreement of any nature agreed to by Franchisee with or without the undersigned receiving notice thereof.

It is further understood and agreed by the undersigned that the provisions, covenants and conditions of this Personal Guaranty will inure to the benefit of our successors and assigns.

FRANCHISEE: _____

PERSONAL GUARANTORS:

Individually

Print Name

Address

City State Zip Code

Telephone

PERSONAL GUARANTORS:

Individually

Print Name

Address

City State Zip Code

Telephone

Individually

Print Name

Address

City State Zip Code

Telephone

Individually

Print Name

Address

City State Zip Code

Telephone

**OWNERSHIP AND MANAGEMENT ADDENDUM TO
CROOKED PINT ALE HOUSE FRANCHISE AGREEMENT**

1. Control Person. You represent and warrant to us that the following person, and only the following person, is the Control Person:

<u>NAME</u>	<u>TITLE</u>	<u>ADDRESS</u>	<u>EMAIL</u>
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2. Ownership. You represent and warrant to us that the following person(s) and entities, and only the following person(s) and entities, have ownership interests in the franchisee entity:

<u>NAME</u>	<u>HOME ADDRESS</u>	<u>PERCENTAGE OF INTEREST</u>
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3. Change. You must immediately notify us in writing of any change in the information contained in this Addendum and, at our request, prepare and sign a new Addendum containing the correct information.

4. Effective Date. This Addendum is effective as of this _____ day of _____, 20__.

Your Initials

Our Initials

Appendix A to the Franchise Agreement

Trademarks

You have the right to use the following Trademarks in accordance with the terms of the Franchise Agreement (Check One):

- Word Mark: CROOKED PINT ALE HOUSE (Design Mark)
Registration No.: 4147837
Registration Date: May 22, 2012

Design Mark:



Registration No.: 4068093
Registration Date: December 6, 2011

- Word Mark: SWEET PEA'S
Serial No.: 86,171,534
Application Date: January 24, 2014

- Word Mark: HARRIET'S INN
Serial No.: 86,205,732
Application Date: February 27, 2014

- Word Mark: CROOKED PINT
Serial No.: 85,343,681
Application Date: June 10, 2011

<input type="checkbox"/> Word Mark:	CROOKED PINT ALE HOUSE
Serial No.:	85,343,684
Application Date:	June 10, 2011

We may amend this Appendix A from time to time in order to make available additional Trademarks or to delete those Trademarks that become unavailable. You agree to use only those Trademarks that are then-currently authorized.

The Trademarks must be used only in the manner that we specify. No deviations will be permitted.

Appendix B to the Franchise Agreement
The Designated Area

The Authorized Location for your Restaurant as set forth in ~~Paragraph~~[Section](#) 2.A of your Franchise Agreement [is](#)
~~is~~ as follows:

As stated in ~~Subparagraph~~subsection 2.B. of the Franchise Agreement, subject to the terms and conditions of the Franchise Agreement, the Designated Area in which you will locate and operate the Restaurant is defined as follows:

The Designated Area is considered fixed as of the date of the Franchise Agreement.

FRANCHISEE:

FRANCHISOR:

CROOKED PINT, LLC

By: _____
Its: _____

By: _____
Its: _____

Appendix C to the Franchise Agreement
Addendum to Lease

This Addendum to Lease (“Addendum”), dated _____, 20____, is entered into between (“Landlord”), and _____ (“Tenant”).

RECITALS

- A. The parties have entered into a Lease Agreement, dated _____, 20____, (the “Lease”) pertaining to the premises located at _____ (the “Premises”).
- B. Landlord acknowledges that Tenant has agreed to operate a Restaurant at the Premises pursuant to Tenant’s Franchise Agreement (the “Franchise Agreement”) with Crooked Pint, LLC (“Franchisor”) under the name “CROOKED PINT ALE HOUSE” or other name designated by Franchisor (the “Restaurant”).
- C. The parties desire to amend the Lease in accordance with the terms and conditions contained in this Addendum to provide Franchisor the opportunity to preserve the Premises as a CROOKED PINT ~~ALE HOUSE~~ALEHOUSE branded restaurant as provided herein.

AGREEMENT

Landlord and Tenant agree to amend the Lease as follows:

- 1. Remodeling and Decor. Landlord agrees that Tenant has the right to remodel, equip, paint and decorate the interior of the Premises and to display such proprietary marks and signs on the interior and exterior of the Premises as Tenant is reasonably required to do pursuant to the Franchise Agreement and any successor Franchise Agreement under which Tenant may operate a Restaurant on the Premises. Any remodel of the building and/or its signs shall be subject to Landlord’s prior and reasonable approval.
- 2. Assignment by Tenant.
 - (a) Tenant does not have the right to sublease or assign the Lease to any third party without Franchisor’s and Landlord’s written approval.
 - (b) So long as Tenant is in good standing under the Lease, Tenant has the right to assign all of its right, title and interest in the Lease to Franchisor, its affiliates or any parent company, during the term of the Lease, including any extensions or renewals, without first obtaining Landlord’s consent. No assignment will be effective, however, until Franchisor or its designated affiliate (the “Franchisor Entity”) gives Landlord written notice of its acceptance of the assignment. Franchisor will be responsible for the lease obligations incurred after the effective date of the assignment.
 - (c) If Franchisor elects to assume the Lease, under this ~~subparagraph~~subsection or unilaterally assumes ~~the~~the lease as provided for in ~~subparagraph~~subsection 3(a) or 4(a), Landlord and Tenant agree that (i) Tenant will remain liable for the responsibilities and obligations, including amounts owed to Landlord, prior to the date of assignment and assumption, and (ii) Franchisor will have the right to sublease the Premises to another franchisee with Landlord’s prior reasonable approval, provided the franchisee meets Franchisor’s then-current standards and requirements for franchisees and agrees to operate the Restaurant as a CROOKED PINT

~~ALE HOUSE~~ALEHOUSE restaurant pursuant to a Franchise Agreement with Franchisor. Upon receipt by Landlord of an assumption agreement pursuant to which the assignee agrees to assume the Lease and to observe the terms, conditions and agreements on the part of Tenant to be performed under the Lease, Franchisor shall thereupon be released from all liability as tenant under the Lease from and after the date of assignment, without any need of a written acknowledgment of such release by Landlord.

3. Default and Notice.

- (a) Landlord shall send Franchisor copies of all notices of default it gives to Tenant concurrently with giving such notices to Tenant. If Tenant fails to cure any defaults within the period specified in the Lease, Landlord shall promptly give Franchisor written notice thereof, specifying the defaults Tenant failed to cure. Franchisor has the right, but not the obligation, to unilaterally assume the Lease if Tenant fails to cure. Franchisor shall have 15 days from the date Franchisor receives such notice to exercise, by written notice to Landlord and Tenant, its right for Franchisor or a Franchisor Entity to assume the Lease. Franchisor shall have an additional 15 days from the expiration of Tenant's cure period in which to cure the default or violation.
- (b) All notices to Franchisor must be sent by registered or certified mail, postage prepaid, to the following address:

Crooked Pint, LLC
1342 Grand Avenue
St. Paul, MN 55105
Attention: President

Franchisor may change its address for receiving notices by giving Landlord written notice of the new address. Landlord agrees that it will notify both Tenant and Franchisor of any change in Landlord's mailing address to which notices should be sent.

- 4. Termination, Non-Renewal, Expiration. If the Franchise Agreement is terminated for any reason during the term of the Lease or any extension thereof, Franchisor has the right, but not the obligation, to unilaterally assume the Lease by giving Landlord written notice. Within 30 days after receipt of such notice, Landlord shall give Franchisor written notice specifying any defaults of Tenant under the Lease.
- 5. Access to Premises Following Expiration or Termination of Lease. Upon the expiration or termination of the Lease, Landlord will cooperate with and assist Franchisor in gaining possession of the Premises and if a Franchisor Entity does not elect to enter into a new lease for the Premises with Landlord on terms reasonably acceptable to the Franchisor Entity, Landlord will allow Franchisor to enter the Premises, without being guilty of trespass and without incurring any liability to Landlord, except for any damages caused by Franchisor's willful misconduct or gross negligence, to remove all signs, awnings, and all other items identifying the Premises as a CROOKED PINT ALE HOUSE Restaurant and to make such other modifications (such as repainting) as are reasonably necessary to protect the CROOKED PINT ALE HOUSE marks and system. In the event Franchisor exercises its option to purchase assets of Tenant, Landlord must permit Franchisor to remove all such assets being purchased by Franchisor.

6. Additional Provisions.

- (a) Landlord hereby acknowledges that the provisions of this Addendum are required pursuant to the Franchise Agreement under which Tenant plans to operate its business and the Tenant would not lease the Premises without this Addendum.
- (b) Landlord further acknowledges that Tenant is not an agent or employee of Franchisor and the Tenant has no authority or power to act for, or to create any liability on behalf of, or to in any way bind Franchisor or any affiliate of Franchisor, and that Landlord has entered into this Addendum with full understanding that it creates no duties, obligations or liabilities of or against Franchisor or any affiliate of Franchisor, unless and until the Lease is assigned to, and accepted in writing by, Franchisor or its parent company.
- (c) Franchisor Entity may elect not to assume or be bound by the terms of any amendment to the Lease executed by Tenant without obtaining Franchisor's prior written approval, which shall not be unreasonably withheld or delayed.

8. Modification. No amendment or variation of the terms of this Addendum is valid unless made in writing and signed by the parties and the parties have obtained the written consent of Franchisor.

9. Reaffirmation of Lease. Except as amended or modified in this Addendum, all of the terms, conditions and covenants of the Lease remain in full force and effect and are incorporated by reference and made a part of this Addendum as though copied herein in full. In the event of any conflict between the terms of this Addendum and those in the Lease, the terms of this Addendum shall control.

10. Beneficiary. Landlord and Tenant expressly agree that Franchisor is a third party beneficiary of this Addendum.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the dates written below.

TENANT:

LANDLORD:

By By _____
Its Its

Appendix D to the Franchise Agreement
Electronic Transfer of Funds Authorization

Franchisee: _____
Location: _____
Date: _____

NEW	CHANGE
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Attention: Bookkeeping Department

The undersigned hereby authorizes Crooked Pint, LLC or any affiliated entity (collectively, "Franchisor"), to initiate monthly or per period ACH debit entries against the account of the undersigned with you in payment of amounts for Royalty Fees, Advertising Fees or other amounts that become payable by the undersigned to Franchisor. The dollar amount to be debited per payment will vary.

Subject to the provisions of this letter of authorization, you are hereby directed to honor any such ACH debit entry initiated by Franchisor.

This authorization is binding and will remain in full force and effect until 90 days prior written notice has been given to you by the undersigned. The undersigned is responsible for, and must pay on demand, all costs or charges relating to the handling of ACH debit entries pursuant to this letter of authorization.

Please honor ACH debit entries initiated in accordance with the terms of this letter of authorization, subject to there being sufficient funds in the undersigned's account to cover such ACH debit entries.

*** We also need a VOIDED Check ***

Sincerely yours,

Bank Name	Account Name
Branch	Street Address
Street Address	City State Zip Code
City State Zip Code	Telephone Number
Bank Telephone Number	By
Bank's Account Number	Its
Customer's Account Number	Date

Appendix E to the Franchise Agreement
Confidentiality, Non-Disclosure and Non-Competition Agreement
(Managers)

In consideration of, and as an inducement to, employment with _____ (“Franchisee”), this Confidentiality, Non-Disclosure and Non-Competition Agreement is entered into by and between Franchisee and _____ (“Manager”) on this _____ day of _____, _____ Franchisee has entered into a Franchise Agreement for the operation of the Franchised Business. Franchisee desires Manager to have access to and review certain trade secrets and Confidential Information through the course of employment at the Franchised Business and Franchisee is required by its Franchise Agreement to have Manager execute this Agreement prior to providing access to the trade secrets and Confidential Information. Accordingly, in consideration of the receipt and/or use of information proprietary to the Franchisor by Franchisee, agrees as follows:

1. CONFIDENTIALITY

Manager acknowledges and agrees that Franchisee has access to Trade Secrets and Confidential Information relating to the development and operation of the Franchised Business. For the purposes of this Agreement, Confidential Information means any information used in or related to the Franchised Business and not commonly known by or available to the public, including but not limited to the methods, processes, skills, know-how, formulas developed for use in the franchise System, techniques, information, trade practices, customer lists or databases, software, proprietary data, trade secrets, and any other information identified or labeled by Franchisee as confidential when provided to Manager. Confidential Information shall not include, however, any information that: (a) is now or subsequently becomes generally available to the public through no fault of Manager; (b) Manager can demonstrate was rightfully in its possession, without obligation of nondisclosure, prior to disclosure pursuant to this Agreement; (c) is independently developed without the use of any Confidential Information; or (d) is rightfully obtained from a third party who has the right, without obligation of nondisclosure, to transfer or disclose such information.

Manager agrees to exercise the highest degree of diligence in safeguarding Confidential Information during and after the term of this Agreement and to adhere fully and strictly to all confidentiality attached to such information. Manager acknowledges that the unauthorized use or disclosure of Confidential Information will cause irreparable injury to the Franchisee and that damages are not an adequate remedy. Manager accordingly covenants that it shall not at any time, without Franchisee’s prior written consent, disclose, use, permit the use thereof, copy, duplicate, record, transfer, transmit, or otherwise reproduce such Confidential Information, in any form or by any means, in whole or in part, or otherwise make the same available to any unauthorized person or source, except as may be required by applicable law or authorized by this Agreement. Disclosure of the Confidential Information may be made in judicial or administrative proceedings, but only to the extent Manager is legally compelled to disclose the Confidential Information and provided that Manager first gives Franchisee the opportunity to obtain an appropriate protective order or other assurance that the confidential nature of the material to be disclosed will be maintained.

2. NON-COMPETITION

During Manager’s employment with Franchisee and for a period of two (2) years after the termination of Manager’s employment with Franchisee, regardless of the cause for termination, Manager shall not, either directly or indirectly:

- Own an interest in, manage, operate, or provide assistance to any Competitive Business as a proprietor, partner, investor, lender, shareholder, director, officer, member, manager, Manager, principal, agent, representative, advisor, franchisor, franchisee, consultant or otherwise within (i) Franchisee's Territory; or (ii) within a fifteen (15) mile radius of Franchisee's Territory; provided, however, that this restrictive covenant shall not prevent Manager from becoming a Crooked Pint franchisee if Manager is otherwise deemed qualified by Crooked Pint, LLC; or

- Solicit or otherwise attempt to induce or influence any customer or Manager to terminate or modify their business relationship with Franchisee or to compete with Franchisee.

For purposes hereof, Competitive Business shall mean any business that offers or provides (or grants franchises or licenses to others to operate a business that primarily offers or provides) (i) coffee or baked good products and derives 20% or more of its Gross Sales from the sale of those products, other than a Crooked Pint Franchise operated pursuant to a validly subsisting Franchise Agreement with Franchisor or (ii) primarily (I) baked good products, including but not limited to cookies and cookie dough; (I) coffee, espresso, and other custom beverages; or (III) any other goods that are the same as or similar to the goods being offered by Crooked Pint under the franchise System.

If Manager commits a breach of these restrictive covenants, the two (2) year restrictive period shall be tolled and start on the date that Manager is enjoined from competing or stops competing, whichever is later.

Nothing in this Agreement shall prevent Manager from owning for investment purpose up to an aggregate of two (2%) of the capital stock of any Competitive Business that is a publicly held corporation whose stock is listed and traded on a national or regional stock exchange, or through the National Association of Securities Dealers Automated Quotation System (NASDAQ) as long as Manager does not Control any such company.

3. INJUNCTIVE RELIEF

Manager acknowledges and agrees that adherence to the terms and conditions of this Agreement are necessary to protect the value of the Franchisee's business. Manager therefore acknowledges and agrees that in the event of a breach or a threatened breach of the restrictive covenants by Manager, Franchisee shall be entitled to obtain injunctive relief, without posting bond, against any such breach. Manager acknowledges and agrees that seeking or obtaining injunctive relief shall not preclude Franchisee from making a claim for damages or other relief available at law or in equity or that the existence of any claim or cause of action Manager may have against Franchisee predicated on this Agreement or otherwise shall not constitute a defense to the enforcement of this Agreement.

4. SEVERABILITY AND REASONABLENESS

The parties agree that each of the provisions of this Agreement shall be construed as independent of any other covenant or provision of this Agreement. The parties further agree that the foregoing restrictions limit Manager's right to compete only to the extent necessary to protect Franchisee from unfair competition. Should any part of one or more of these restrictions be found to be unenforceable by virtue of its scope in terms of area, business activity prohibited or length of time, and should such part be capable of being made enforceable by reduction of any or all thereof, Manager and Franchisee agree that the same shall be enforced to the fullest extent permissible under the law. Manager expressly acknowledges that Manager possesses skills and abilities of a general nature and has other opportunities for exploiting these skills and enforcing the non-competition provisions in this Agreement will not deprive Manager of personal goodwill or the ability to earn a living.

5. WAIVER

No failure of Franchisee to enforce any rights or powers under this Agreement shall be construed as the waiver of such rights. Any waiver in any one instance, shall not constitute a continuing waiver or a waiver in any other instance. Manager shall not be deemed to have been excused from performance of any of its obligations pursuant to this Agreement, unless otherwise agreed to in writing and signed by an authorized representative of Franchisee.

6. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the State in which the Franchisee is located. Any action to enforce, challenge, or construe the terms of this Agreement or bring an action to recover for breach of this Agreement shall be litigated exclusively in a state or federal court whose jurisdiction encompasses the then-current principal office of the Franchisee. The parties hereby consent to personal jurisdiction and venue therein. Parties waive any right to object to personal jurisdiction or venue.

IN WITNESS WHEREOF, Manager and Franchisee have duly executed and delivered this Agreement, as of the Effective Date written above.

FRANCHISEE:

By: _____

Title: _____

MANAGER:

By:

Appendix E to the Franchise Agreement
Confidentiality, Non-Disclosure and Non-Competition Agreement
(Members)

In consideration of, and as an inducement to, employment with _____ (“Franchisee”), this Confidentiality, Non-Disclosure and Non-Competition Agreement is entered into by and between Franchisee and _____ (“Member”) on this _____ day of _____, Franchisee has entered into a Franchise Agreement for the operation of the Franchised Business. Franchisee desires Member to have access to and review certain trade secrets and Confidential Information through the course of employment at the Franchised Business and Franchisee is required by its Franchise Agreement to have Member execute this Agreement prior to providing access to the trade secrets and Confidential Information. Accordingly, in consideration of the receipt and/or use of information proprietary to the Franchisor by Franchisee, agrees as follows:

1. CONFIDENTIALITY

Member acknowledges and agrees that Franchisee has access to Trade Secrets and Confidential Information relating to the development and operation of the Franchised Business. For the purposes of this Agreement, Confidential Information means any information used in or related to the Franchised Business and not commonly known by or available to the public, including but not limited to the methods, processes, skills, know-how, formulas developed for use in the franchise System, techniques, information, trade practices, customer lists or databases, software, proprietary data, trade secrets, and any other information identified or labeled by Franchisee as confidential when provided to Member. Confidential Information shall not include, however, any information that: (a) is now or subsequently becomes generally available to the public through no fault of Member; (b) Member can demonstrate was rightfully in its possession, without obligation of nondisclosure, prior to disclosure pursuant to this Agreement; (c) is independently developed without the use of any Confidential Information; or (d) is rightfully obtained from a third party who has the right, without obligation of nondisclosure, to transfer or disclose such information.

Member agrees to exercise the highest degree of diligence in safeguarding Confidential Information during and after the term of this Agreement and to adhere fully and strictly to all confidentiality attached to such information. Member acknowledges that the unauthorized use or disclosure of Confidential Information will cause irreparable injury to the Franchisee and that damages are not an adequate remedy. Member accordingly covenants that it shall not at any time, without Franchisee’s prior written consent, disclose, use, permit the use thereof, copy, duplicate, record, transfer, transmit, or otherwise reproduce such Confidential Information, in any form or by any means, in whole or in part, or otherwise make the same available to any unauthorized person or source, except as may be required by applicable law or authorized by this Agreement. Disclosure of the Confidential Information may be made in judicial or administrative proceedings, but only to the extent Member is legally compelled to disclose the Confidential Information and provided that Member first gives Franchisee the opportunity to obtain an appropriate protective order or other assurance that the confidential nature of the material to be disclosed will be maintained.

2. NON-COMPETITION

During Member’s employment with Franchisee and for a period of two (2) years after the termination of Member’s employment with Franchisee, regardless of the cause for termination, Member shall not, either directly or indirectly:

- Own an interest in, manage, operate, or provide assistance to any Competitive Business as a proprietor, partner, investor, lender, shareholder, director, officer, member, manager, Member, principal, agent, representative, advisor, franchisor, franchisee, consultant or otherwise within (i) Franchisee's Territory; or (ii) within a fifteen (15) mile radius of Franchisee's Territory; provided, however, that this restrictive covenant shall not prevent Member from becoming a Crooked Pint franchisee if Member is otherwise deemed qualified by Crooked Pint, LLC; or

- Solicit or otherwise attempt to induce or influence any customer or Member to terminate or modify their business relationship with Franchisee or to compete with Franchisee.

For purposes hereof, Competitive Business shall mean any business that offers or provides (or grants franchises or licenses to others to operate a business that primarily offers or provides) (i) coffee or baked good products and derives 20% or more of its Gross Sales from the sale of those products, other than a Crooked Pint Franchise operated pursuant to a validly subsisting Franchise Agreement with Franchisor or (ii) primarily (I) baked good products, including but not limited to cookies and cookie dough; (I) coffee, espresso, and other custom beverages; or (III) any other goods that are the same as or similar to the goods being offered by Crooked Pint under the franchise System.

If Member commits a breach of these restrictive covenants, the two (2) year restrictive period shall be tolled and start on the date that Member is enjoined from competing or stops competing, whichever is later.

Nothing in this Agreement shall prevent Member from owning for investment purpose up to an aggregate of two (2%) of the capital stock of any Competitive Business that is a publicly held corporation whose stock is listed and traded on a national or regional stock exchange, or through the National Association of Securities Dealers Automated Quotation System (NASDAQ) as long as Member does not Control any such company.

3. INJUNCTIVE RELIEF

Member acknowledges and agrees that adherence to the terms and conditions of this Agreement are necessary to protect the value of the Franchisee's business. Member therefore acknowledges and agrees that in the event of a breach or a threatened breach of the restrictive covenants by Member, Franchisee shall be entitled to obtain injunctive relief, without posting bond, against any such breach. Member acknowledges and agrees that seeking or obtaining injunctive relief shall not preclude Franchisee from making a claim for damages or other relief available at law or in equity or that the existence of any claim or cause of action Member may have against Franchisee predicated on this Agreement or otherwise shall not constitute a defense to the enforcement of this Agreement.

4. SEVERABILITY AND REASONABLENESS

The parties agree that each of the provisions of this Agreement shall be construed as independent of any other covenant or provision of this Agreement. The parties further agree that the foregoing restrictions limit Member's right to compete only to the extent necessary to protect Franchisee from unfair competition. Should any part of one or more of these restrictions be found to be unenforceable by virtue of its scope in terms of area, business activity prohibited or length of time, and should such part be capable of being made enforceable by reduction of any or all thereof, Member and Franchisee agree that the same shall be enforced to the fullest extent permissible under the law. Member expressly acknowledges that Member possesses skills and abilities of a general nature and has other opportunities for exploiting these skills and enforcing the non-competition provisions in this Agreement will not deprive Member of personal goodwill or the ability to earn a living.

5. WAIVER

No failure of Franchisee to enforce any rights or powers under this Agreement shall be construed as the waiver of such rights. Any waiver in any one instance, shall not constitute a continuing waiver or a waiver in any other instance. Member shall not be deemed to have been excused from performance of any of its obligations pursuant to this Agreement, unless otherwise agreed to in writing and signed by an authorized representative of Franchisee.

6. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the State in which the Franchisee is located. Any action to enforce, challenge, or construe the terms of this Agreement or bring an action to recover for breach of this Agreement shall be litigated exclusively in a state or federal court whose jurisdiction encompasses the then-current principal office of the Franchisee. The parties hereby consent to personal jurisdiction and venue therein. Parties waive any right to object to personal jurisdiction or venue.

IN WITNESS WHEREOF, Member and Franchisee have duly executed and delivered this Agreement, as of the Effective Date written above.

FRANCHISEE:

By: _____

Title: _____

MEMBER:

Title: _____

Appendix E to the Franchise Agreement
Confidentiality, Non-Disclosure and Non-Competition Agreement
(Spouses)

In consideration of, and as an inducement to, employment with _____ (“Franchisee”), this Confidentiality, Non-Disclosure and Non-Competition Agreement is entered into by and between Franchisee and _____ (“Spouse”) on this _____ day of _____, Franchisee has entered into a Franchise Agreement for the operation of the Franchised Business. Franchisee desires to share, and Spouse may become privy to, certain trade secrets and confidential information of the Franchisor by virtue of Spouse’s relationship with Franchisee and/or presence in or around the Franchised Business. Franchisee is required by its Franchise Agreement to have to execute this Agreement prior to providing access to the trade secrets and Confidential Information. Accordingly, in consideration of the receipt and/or use of information proprietary to the Franchisor by Franchisee, agrees as follows:

1. CONFIDENTIALITY

Spouse acknowledges and agrees that Franchisee has access to Trade Secrets and Confidential Information relating to the development and operation of the Franchised Business. For the purposes of this Agreement, Confidential Information means any information used in or related to the Franchised Business and not commonly known by or available to the public, including but not limited to the methods, processes, skills, know-how, formulas developed for use in the franchise System, techniques, information, trade practices, customer lists or databases, software, proprietary data, trade secrets, and any other information identified or labeled by Franchisee as confidential when provided to Spouse. Confidential Information shall not include, however, any information that: (a) is now or subsequently becomes generally available to the public through no fault of Spouse; (b) Spouse can demonstrate was rightfully in its possession, without obligation of nondisclosure, prior to disclosure pursuant to this Agreement; (c) is independently developed without the use of any Confidential Information; or (d) is rightfully obtained from a third party who has the right, without obligation of nondisclosure, to transfer or disclose such information.

Spouse agrees to exercise the highest degree of diligence in safeguarding Confidential Information during and after the term of this Agreement and to adhere fully and strictly to all confidentiality attached to such information. Spouse acknowledges that the unauthorized use or disclosure of Confidential Information will cause irreparable injury to the Franchisee and that damages are not an adequate remedy. Spouse accordingly covenants that it shall not at any time, without Franchisee’s prior written consent, disclose, use, permit the use thereof, copy, duplicate, record, transfer, transmit, or otherwise reproduce such Confidential Information, in any form or by any means, in whole or in part, or otherwise make the same available to any unauthorized person or source, except as may be required by applicable law or authorized by this Agreement. Disclosure of the Confidential Information may be made in judicial or administrative proceedings, but only to the extent Spouse is legally compelled to disclose the Confidential Information and provided that Spouse first gives Franchisee the opportunity to obtain an appropriate protective order or other assurance that the confidential nature of the material to be disclosed will be maintained.

2. NON-COMPETITION

During the term of the Franchise Agreement and for a period of two (2) years following its termination or expiration, Spouse shall not, directly or indirectly:

- Own an interest in, manage, operate, or provide assistance to any Competitive Business as a proprietor, partner, investor, lender, shareholder, director, officer, member, manager, principal, agent, representative, advisor, franchisor, franchisee, consultant or otherwise within (i) Franchisee's Territory; or (ii) within a fifteen (15) mile radius of Franchisee's Territory; provided, however, that this restrictive covenant shall not prevent Spouse from becoming a Crooked Pint franchisee if Spouse is otherwise deemed qualified by Crooked Pint, LLC; or

- Solicit or otherwise attempt to induce or influence any customer or employee to terminate or modify their business relationship with Franchisee or to compete with Franchisee.

For purposes hereof, Competitive Business shall mean any business that offers or provides (or grants franchises or licenses to others to operate a business that primarily offers or provides) (i) coffee or baked good products and derives 20% or more of its Gross Sales from the sale of those products, other than a Crooked Pint Franchise operated pursuant to a validly subsisting Franchise Agreement with Franchisor or (ii) primarily (I) baked good products, including but not limited to cookies and cookie dough; (I) coffee, espresso, and other custom beverages; or (III) any other goods that are the same as or similar to the goods being offered by Crooked Pint under the franchise System.

If Spouse commits a breach of these restrictive covenants, the two (2) year restrictive period shall be tolled and start on the date that Spouse is enjoined from competing or stops competing, whichever is later.

Nothing in this Agreement shall prevent Spouse from owning for investment purpose up to an aggregate of two (2%) of the capital stock of any Competitive Business that is a publicly held corporation whose stock is listed and traded on a national or regional stock exchange, or through the National Association of Securities Dealers Automated Quotation System (NASDAQ) as long as Spouse does not Control any such company.

3. INJUNCTIVE RELIEF

Spouse acknowledges and agrees that adherence to the terms and conditions of this Agreement are necessary to protect the value of the Franchisee's business. Spouse therefore acknowledges and agrees that in the event of a breach or a threatened breach of the restrictive covenants by Spouse, Franchisee shall be entitled to obtain injunctive relief, without posting bond, against any such breach. Spouse acknowledges and agrees that seeking or obtaining injunctive relief shall not preclude Franchisee from making a claim for damages or other relief available at law or in equity or that the existence of any claim or cause of action Spouse may have against Franchisee predicated on this Agreement or otherwise shall not constitute a defense to the enforcement of this Agreement.

4. SEVERABILITY AND REASONABLENESS

The parties agree that each of the provisions of this Agreement shall be construed as independent of any other covenant or provision of this Agreement. The parties further agree that the foregoing restrictions limit Spouse's right to compete only to the extent necessary to protect Franchisee from unfair competition. Should any part of one or more of these restrictions be found to be unenforceable by virtue of its scope in terms of area, business activity prohibited or length of time, and should such part be capable of being made enforceable by reduction of any or all thereof, Spouse and Franchisee agree that the same shall be enforced to the fullest extent permissible under the law. Spouse expressly acknowledges that Spouse possesses skills and abilities of a general nature and has other opportunities for exploiting these skills and enforcing the non-competition provisions in this Agreement will not deprive Spouse of personal goodwill or the ability to earn a living.

5. WAIVER

No failure of Franchisee to enforce any rights or powers under this Agreement shall be construed as the waiver of such rights. Any waiver in any one instance, shall not constitute a continuing waiver or a waiver in any other instance. Spouse shall not be deemed to have been excused from performance of any of its obligations pursuant to this Agreement, unless otherwise agreed to in writing and signed by an authorized representative of Franchisee.

6. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the State in which the Franchisee is located. Any action to enforce, challenge, or construe the terms of this Agreement or bring an action to recover for breach of this Agreement shall be litigated exclusively in a state or federal court whose jurisdiction encompasses the then-current principal office of the Franchisee. The parties hereby consent to personal jurisdiction and venue therein. Parties waive any right to object to personal jurisdiction or venue.

IN WITNESS WHEREOF, Spouse and Franchisee have duly executed and delivered this Agreement, as of the Effective Date written above.

FRANCHISEE:

By: _____

Title: _____

SPOUSE:

By: _____

Appendix E to the Franchise Agreement
Confidentiality, Non-Disclosure and Non-Competition Agreement
(Staff)

In consideration of, and as an inducement to, employment with _____ (“Franchisee”), this Confidentiality and Non-Disclosure Agreement (“Agreement”) is entered into by and between Franchisee and _____ (“Employee”) on this day of _____, _____. Franchisee has entered into a Franchise Agreement for the operation of the Franchised Business. Franchisee desires Employee to have access to and review certain trade secrets and Confidential Information through the course of employment at the Franchised Business and Franchisee is required by its Franchise Agreement to have Employee execute this Agreement prior to providing access to the trade secrets and Confidential Information. Accordingly, in consideration of the receipt and/or use of information proprietary to the Franchisor by Franchisee, agrees as follows:

1. CONFIDENTIALITY

Employee acknowledges and agrees that Franchisee has access to Trade Secrets and Confidential Information relating to the development and operation of the Franchised Business. For the purposes of this Agreement, Confidential Information means any information used in or related to the Franchised Business and not commonly known by or available to the public, including but not limited to the methods, processes, skills, know-how, formulas developed for use in the franchise System, techniques, information, trade practices, customer lists or databases, software, proprietary data, trade secrets, and any other information identified or labeled by Franchisee as confidential when provided to Employee. Confidential Information shall not include, however, any information that: (a) is now or subsequently becomes generally available to the public through no fault of Employee; (b) Employee can demonstrate was rightfully in its possession, without obligation of nondisclosure, prior to disclosure pursuant to this Agreement; (c) is independently developed without the use of any Confidential Information; or (d) is rightfully obtained from a third party who has the right, without obligation of nondisclosure, to transfer or disclose such information.

Employee agrees to exercise the highest degree of diligence in safeguarding Confidential Information during and after the term of this Agreement and to adhere fully and strictly to all confidentiality attached to such information. Employee acknowledges that the unauthorized use or disclosure of Confidential Information will cause irreparable injury to the Franchisee and that damages are not an adequate remedy. Employee accordingly covenants that it shall not at any time, without Franchisee’s prior written consent, disclose, use, permit the use thereof, copy, duplicate, record, transfer, transmit, or otherwise reproduce such Confidential Information, in any form or by any means, in whole or in part, or otherwise make the same available to any unauthorized person or source, except as may be required by applicable law or authorized by this Agreement. Disclosure of the Confidential Information may be made in judicial or administrative proceedings, but only to the extent Employee is legally compelled to disclose the Confidential Information and provided that Employee first gives Franchisee the opportunity to obtain an appropriate protective order or other assurance that the confidential nature of the material to be disclosed will be maintained.

2. INJUNCTIVE RELIEF

Employee acknowledges and agrees that adherence to the terms and conditions of this Agreement are necessary to protect the value of the Franchisee’s business. Employee therefore acknowledges and agrees that in the event of a breach or a threatened breach of the restrictive covenants by Employee, Franchisee shall be entitled to obtain injunctive relief, without posting bond, against any such breach. Employee acknowledges and agrees that seeking or obtaining injunctive relief shall not preclude Franchisee from making a claim for damages or other relief available at law or in equity or that the existence of any claim

or cause of action Employee may have against Franchisee predicated on this Agreement or otherwise shall not constitute a defense to the enforcement of this Agreement.

3. SEVERABILITY AND REASONABLENESS

The parties agree that each of the provisions of this Agreement shall be construed as independent of any other covenant or provision of this Agreement. The parties further agree that the foregoing restrictions limit Employee's right to compete only to the extent necessary to protect Franchisee from unfair competition. Should any part of one or more of these restrictions be found to be unenforceable by virtue of its scope in terms of area, business activity prohibited or length of time, and should such part be capable of being made enforceable by reduction of any or all thereof, Employee and Franchisee agree that the same shall be enforced to the fullest extent permissible under the law. Employee expressly acknowledges that Employee possesses skills and abilities of a general nature and has other opportunities for exploiting these skills and enforcing the non-competition provisions in this Agreement will not deprive Employee of personal goodwill or the ability to earn a living.

4. WAIVER

No failure of Franchisee to enforce any rights or powers under this Agreement shall be construed as the waiver of such rights. Any waiver in any one instance, shall not constitute a continuing waiver or a waiver in any other instance. Employee shall not be deemed to have been excused from performance of any of its obligations pursuant to this Agreement, unless otherwise agreed to in writing and signed by an authorized representative of Franchisee.

5. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the State in which the Franchisee is located. Any action to enforce, challenge, or construe the terms of this Agreement or bring an action to recover for breach of this Agreement shall be litigated exclusively in a state or federal court whose jurisdiction encompasses the then-current principal office of the Franchisee. The parties hereby consent to personal jurisdiction and venue therein. Parties waive any right to object to personal jurisdiction or venue.

IN WITNESS WHEREOF, Employee and Franchisee have duly executed and delivered this Agreement, as of the Effective Date written above.

FRANCHISEE:

EMPLOYEE:

By: _____

Title: _____

ADDENDUM TO CROOKED PINT ALE HOUSE FRANCHISE AGREEMENT FOR THE
STATE OF MINNESOTA

This Addendum pertains to franchises sold in the State of Minnesota and is for the purpose of complying with Minnesota statutes and regulations. Notwithstanding anything which may be contained in the body of the Franchise Agreement to the contrary, the Agreement is amended as follows:

1. We will undertake the defense of any claim of infringement by third parties involving the Crooked Pint Ale House trademarks, and you will cooperate with the defense in any reasonable manner prescribed by us with any direct cost of such cooperation to be borne by us.

2. Minnesota law provides franchisees with certain termination and nonrenewal rights. As of the date of this Franchise Agreement, Minn. Stat. Sec. 80C.14, Subd. 3, 4 and 5 require, except in certain specified cases, that a franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days notice for nonrenewal of the franchise agreement.

3. The second sentence of Section 12.B of the Agreement is deleted in its entirety and will have no further force and effect and the following is substituted in lieu thereof:

Therefore, it is mutually agreed that in the event of a breach or threatened breach of any of the terms of this Agreement by you, we will forthwith be entitled to seek an injunction restraining such breach or to a decree of specific performance, without showing or proving any actual damage, together with recovery of reasonable attorneys' fees and other costs incurred in obtaining said equitable relief, until such time as a final and binding determination is made by the arbitrators.

4. Section 15.J is hereby deleted in its entirety.

5. No release language set forth in the Franchise Agreement shall relieve Franchisor or any other person, directly or indirectly, from liability imposed by the laws concerning franchising in the State of Minnesota, provided, that this part will not bar the voluntary settlement of disputes.

6. Minnesota Statutes, Section 80C.21 and Minnesota Rule 2860.4400(J) prohibit the franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or agreement(s) can abrogate or reduce any of franchisee's rights as provided for in Minnesota Statutes, Chapter 80C, or franchisee's rights to any procedure, forum or remedies provided for by the laws of the jurisdiction.

7. Except as amended herein, the Franchise Agreement will be construed and enforced in accordance with its terms.

Each of the undersigned hereby acknowledges having read and understood this Addendum and consents to be bound by all of its terms.

FRANCHISEE:

FRANCHISOR:

CROOKED PINT, LLC

By _____
Its _____

By _____
Its _____

ADDENDUM TO CROOKED PINT ALE HOUSE FRANCHISE AGREEMENT FOR THE
STATE OF NORTH DAKOTA

This Addendum pertains to franchises sold in the State of North Dakota and is for the purpose of complying with North Dakota statutes and regulations. Notwithstanding anything which may be contained in the body of the Franchise Agreement, the Agreement is amended to include the following:

1. Notwithstanding anything contained in Section 12.A of the Franchise Agreement, any mediation or arbitration proceeding must take place at a location as may be mutually agreed upon by the parties and will not be remote from the Franchisee's place of business.
2. Post-termination covenants not to compete such as those mentioned in Section 10.D of the Franchise Agreement are generally unenforceable in the State of North Dakota.
3. Section 15.J of the Franchise Agreement is deleted as a waiver of all rights to a trial by jury is considered unenforceable in the State of North Dakota.
4. Section 15.K of the Franchise Agreement is hereby revised to delete the waiver of punitive damages which is considered unenforceable in the State of North Dakota.
5. A franchisee may not be required to sign a general release as a condition of renewal under Section 4.B(viii) of the Franchise Agreement.
6. Section 15.I of the Franchise Agreement is revised to include the following language:

"Requiring a franchisee to consent to the jurisdiction of courts in a remote location from the franchisee's business is not enforceable under North Dakota law."
7. Except as amended herein, the Franchise Agreement will be construed and enforced in accordance with its terms.

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 registration 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.

Each of the undersigned hereby acknowledges having read and understood this Addendum and consents to be bound by all of its terms.

FRANCHISEE:

FRANCHISOR:

CROOKED PINT, LLC

By:
Its:

By 
Its

ADDENDUM TO CROOKED PINT ALE HOUSE FRANCHISE AGREEMENT FOR THE
STATE OF WISCONSIN

This Addendum pertains to franchisees in the State of Wisconsin and is for the purpose of complying with Wisconsin statutes and regulations. Notwithstanding anything which may be contained in the body of the Franchise Agreement to the contrary, the Agreement is amended to include the following:

1. Notwithstanding anything which may be contained in the body of the Franchise Agreement to the contrary, Section 13.B of the Agreement pertaining to "Termination by Us" is extended as follows:

We will provide you at least 90 days' prior written notice of termination, cancellation, or substantial change in competitive circumstances. The notice will state all the reasons for termination, cancellation, or substantial change in competitive circumstances and will provide that you have 60 days in which to rectify any claimed deficiency. If the deficiency is rectified within 60 days, the notice will be void. If the reason for termination, cancellation, or substantial change in competitive circumstances is nonpayment of sums due under the franchise, you will be entitled to written notice of such default, and will have not less than 10 days in which to remedy such default from the date of delivery or posting of such notice.

2. Ch. 135, Stats., the Wisconsin Fair Dealership Law, supersedes any provisions of this Agreement or a related document between you and us inconsistent with the Law.

3. Except as amended herein, the Franchise Agreement will be construed and enforced in accordance with its terms.

Each of the undersigned hereby acknowledges having read and understood this Addendum and consents to be bound by all of its terms.

FRANCHISEE:

FRANCHISOR:

CROOKED PINT, LLC

By:
Its:

By:
Its:

**ACKNOWLEDGMENT ADDENDUM TO CROOKED PINT ALE HOUSE FRANCHISE
AGREEMENT**

As you know, you and we are entering into a Franchise Agreement for the operation of a CROOKED PINT ALE HOUSE franchise. The purpose of this Acknowledgment Addendum is to determine whether any statements or promises were made to you that we have not authorized or that may be untrue, inaccurate or misleading, and to be certain that you understand the limitations on claims that may be made by you by reason of the offer and sale of the franchise and operation of your business. Please review each of the following questions carefully and provide honest responses to each question.

Acknowledgments and Representations*

1. Do you understand that the franchise granted is for the right to develop and operate the Restaurant in the Designated Territory, as stated in [Subparagraphsubsection 2.B](#), and that, according to [Subparagraphsubsection 2.D](#), we and our affiliates have the right to distribute products through alternative methods of distribution and to issue franchises or operate competing businesses for or at locations, as we determine, (i) outside of your Designated Area using any trademarks; (ii) inside your Designated Territory using any trademarks other than the CROOKED PINT ALE HOUSE Trademark; and (iii) inside the Designated Territory using the CROOKED PINT ALE HOUSE Trademark, for facilities at Special Sites and Limited Seating Facilities (subject to your right of first refusal with respect to Limited Seating Facilities, as detailed in the Franchise Agreement)?

Check one: () Yes () No. If no, please comment:

2. Do you understand that any training, support, guidance or tools we provide to you as part of the franchise are for the purpose of protecting the Crooked Pint Ale House brand and Trademarks and to assist you in the operation of your Restaurant and not for the purpose of controlling or in any way intended to exercise or exert control over your decisions or day-to-day operations of your [Businessbusiness](#), including your sole responsibility for the hiring, wages and other compensation (including benefits), training, supervision and termination of your employees and all other employment and employee related matters?

Check One: () Yes () No. If no, please comment:

YOU UNDERSTAND THAT YOUR ANSWERS ARE IMPORTANT TO US AND THAT WE WILL RELY ON THEM. BY SIGNING THIS ADDENDUM, YOU ARE REPRESENTING THAT YOU HAVE CONSIDERED EACH QUESTION CAREFULLY AND RESPONDED TRUTHFULLY TO THE ABOVE QUESTIONS. IF MORE SPACE IS NEEDED FOR ANY ANSWER, CONTINUE ON A SEPARATE SHEET AND ATTACH.

NOTE: IF THE RECIPIENT IS A CORPORATION, PARTNERSHIP, LIMITED LIABILITY COMPANY OR OTHER ENTITY, EACH OF ITS PRINCIPAL OWNERS MUST EXECUTE THIS ACKNOWLEDGMENT.

APPROVED ON BEHALF OF CROOKED
PINT, LLC

Signed: _____ By:

Print Name: _____ Title:

* Except to the extent we have negotiated changes to the Franchise Agreement that differ from the FDD, nothing in this Acknowledgement Addendum or in any related agreement is intended to disclaim representations made in the Crooked Pint Ale House FDD that was furnished to you.

EXHIBIT D

GMOTG ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT AND FRANCHISE
Multi-Unit Development Agreement AGREEMENT

GMOTG ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

This addendum (the “Addendum”) modifies the Crooked Pint Franchise Disclosure Document (the “FDD”) and may supplement certain portions of the FDD, the Franchise Agreement, or other related documents. All capitalized terms used in this Addendum but not otherwise defined herein shall have the meanings ascribed to them in the FDD.

ITEM 1

THE FRANCHISOR AND ANY PARENTS, PREDECESSORS AND AFFILIATES

We have entered into an arrangement with our affiliate, Green Mill on the Go, LLC (“GMOTG”) under which selected franchised and company-owned Crooked Pint® shops will offer Green Mill on the Go® products in addition to their own product mix (“Co-Branded Shops”).

GMOTG has developed a system for the sale of pizza, wings, calzones, and related products (“GMOTG Products”) under the Green Mill on the Go® name and associated trademarks and service marks (the “GMOTG Marks”). GMOTG and Crooked Pint signed an Master License Agreement dated [●], (the “Master License Agreement”).

Under the Master License Agreement, GMOTG has permitted Crooked Pint to grant to certain of its franchisees or company or affiliate-owned shops the right to use the GMOTG Marks in connection with the sale of selected GMOTG Products within the premises of Crooked Pint Ale House Restaurants. In order to participate in the co-branding program and sell the GMOTG Products at your Restaurant, certain terms and conditions of your Franchise Agreement with us must be modified.

If you have entered or will enter into a Franchise Agreement with us, you must sign an Amendment to Crooked Pint Franchise Agreement for Co-Branded Shop the form of which is attached as Exhibit D to the Crooked Pint Franchise Disclosure Document.

ITEM 5 INITIAL FEES

The initial franchise fee for the right to operate a Co-Branded Shop is \$20,000. This fee is in addition to the initial franchise fee that you pay to become a Crooked Pint franchisee. The initial franchise fee is nonrefundable and is uniformly imposed on all franchisees.

Before beginning to sell GMOTG Products at an existing Restaurant, you will need to renovate your Restaurant by installing new or used signage, equipment and leasehold improvements required to prepare and sell the GMOTG Products. The interior signage (excluding menu boards), equipment and leasehold improvements necessary to sell GMOTG Products are referred to collectively as the “GMOTG Assets.” We will offer to sell the GMOTG Assets to you, but, if you prefer, you may instead purchase similar signage, equipment and leasehold improvements from approved third parties. You are not required to purchase any GMOTG equipment and interior signage from us, but, if you acquire any of these items from third-party approved suppliers, the signage, equipment and leasehold improvements must be functionally equivalent to the GMOTG Assets and purchased from approved suppliers in order to be permitted to sell GMOTG Products. Other costs associated with renovation are as follows:

**ESTIMATED INITIAL FEES FOR RENOVATING CROOKED PINT TO CO-BRANDED
SHOP**

<u>EXPENSE CATEGORY</u>	<u>AMOUNT</u>	<u>MANDATORY OR OPTIONAL PAYMENTS TO US OR AN AFFILIATE</u>
<u>Signage</u>	<u>\$8,300-\$25,000</u>	<u>Optional</u>
<u>GMOTG Assets</u>	<u>\$61,400-\$110,100</u>	<u>Optional</u>
<u>Grand Opening Advertising</u>	<u>\$5,000-\$15,000</u>	<u>Mandatory</u>
<u>Employee Uniforms</u>	<u>\$1,000-\$1,500</u>	<u>Mandatory</u>
<u>Construction/Leasehold Improvements</u>	<u>\$50,000 to \$125,000</u>	<u>Optional</u>
<u>Grand Total</u>	<u>\$93,200-\$191,600</u>	

**ITEM 6
OTHER FEES**

<u>Type of Fee</u>	<u>Amount</u>	<u>Due Date</u>	<u>Remarks</u>
<u>Royalty on GMOTG® products</u>	<u>4% of Gross Sales from GMOTG® products</u>	<u>Monthly</u>	<u>Note 1</u>
<u>Premises Rent</u>		<u>Monthly</u>	
<u>Local Advertising payment on GMOTG® product sales</u>	<u>0.5% of Gross Sales from GMOTG products</u>	<u>Monthly</u>	<u>Note 1</u>
<u>Advertising Fee</u>	<u>1.5% of Gross Sales from GMOTG products</u>	<u>Monthly</u>	
<u>Initial Training</u>	<u>N/A</u>	<u>Prior to attendance</u>	<u>See Item 11 of this Addendum regarding training</u>
<u>Continuing Training, Annual & Other meetings</u>	<u>Our then-standard rate for training (currently \$1,000 for your on-site general manager and \$750 each for your kitchen manager, assistant kitchen manager, dining room manager, and bookkeeper).</u>	<u>As incurred</u>	<u>Payable to GMOTG – Note 2</u>
<u>Digital Menu Boards</u>	<u>You must pay an annual fee for online access to both hands on and eLearning training material, videos, testing and forms.</u>	<u>Monthly</u>	<u>Note 3</u>
<u>Equipment Rent of GMOTG® Assets</u>		<u>Monthly</u>	<u>Note 4</u>

1. The sale of GMOTG Products is included in the definition of Gross Sales in your Franchise Agreement for which you will pay us royalties and advertising fees. The sale of GMOTG Products is included in the definition of Gross Sales in your Operator Agreement for which you will pay us an operator fee and advertising fees. We, in turn, are responsible for any payments to GMOTG attributable to your sale of GMOTG Products. These fees are collected by us, are payable to us, and are non-refundable. The fees are uniformly imposed by us; however, we may, in our sole business judgment, reduce or waive an ongoing fee for a defined period of time.
2. See Item 11 of this Exhibit D for further details. This does not include travel expenses or accommodation.
3. See Item 8 of this Exhibit D for further details.
4. See Item 10 of this Exhibit D for further details.

ITEM 7
ESTIMATED INITIAL INVESTMENT

<u>Type of Expenditure (1)</u>	<u>Amount</u>	<u>Method Payment of</u>	<u>When Due</u>	<u>To Whom Payment Is to be Made</u>
<u>Initial Franchise Fee</u>	<u>\$20,000</u>	<u>Lump Sum</u>	<u>Due in full upon execution of the Franchise</u>	<u>GMOTG</u>
<u>Training-Related Expenses (2)</u>	<u>\$5,000 to \$25,000</u>	<u>As Arranged</u>	<u>During training</u>	<u>GMOTG, its affiliates, Hotels and Restaurants</u>
<u>Leasehold Improvements (3)</u>	<u>\$50,000 to \$125,000</u>	<u>As negotiated with Contractors, Architects and Engineers</u>	<u>Before Opening</u>	<u>Contractors, Architects and Engineers</u>
<u>Equipment and Trade Fixtures (4)</u>	<u>\$50,000 to \$300,000</u>	<u>As Arranged</u>	<u>As negotiated with Suppliers</u>	<u>Suppliers</u>
<u>Signage</u>	<u>\$5,000 to \$20,000</u>	<u>As Arranged</u>	<u>As negotiated with Contractor</u>	<u>Contractor</u>
<u>Opening Inventory and Smallwares (5)</u>	<u>\$5,000 to \$20,000</u>	<u>As Arranged</u>	<u>As negotiated with Suppliers</u>	<u>Suppliers</u>
<u>Insurance (6)</u>	<u>\$2,000 to \$10,000</u>	<u>Typically due in lump sum.</u>	<u>As negotiated with the Insurance</u>	<u>Insurance Company</u>
<u>Initial Advertising and Promotional Costs (7)</u>	<u>\$5,000 to \$15,000</u>	<u>Lump Sum</u>	<u>Due in full 30 days prior to opening</u>	<u>GMOTG</u>
<u>Miscellaneous Start-Up costs</u>	<u>\$5,000 to \$10,000</u>	<u>As Arranged</u>	<u>As negotiated with Vendors or Suppliers</u>	<u>Vendors, Suppliers, or GMOTG</u>
<u>Additional Funds - 3 months (8)</u>	<u>\$5,000 to \$35,000</u>	<u>As Arranged</u>	<u>As negotiated with Vendors, Suppliers and Employees</u>	<u>Vendors, Suppliers and Employees</u>
<u>TOTAL</u>	<u>\$152,000 - \$580,000</u>			

(1) Except for rental security deposits, utility deposits and the Initial Franchise Fee in the circumstances described in Items 5 and 11 of this Disclosure Document, generally none of these expenditures by you are refundable under any circumstances. Also, we do not offer direct or indirect financing to our franchisees for any of these expenditures.

(2) See Items 6 and 11 of this Disclosure Document. We do not charge you a fee to attend our initial training program, although you will bear all costs for you and your required employees to attend such training. Of the total amount for "Training-Related Expenses" referenced in the above chart, you can expect that approximately \$5,000 to \$10,000, payable to us or our affiliate for Opening Team Expenses, as noted in Items 5 and 11.

(3) Depending upon your arrangement with your landlord, if any, you may be required to pay for remodeling, decorating and leasehold improvements costing from \$50,000 to \$125,000. The landlord may contribute to some of these costs or make financing available to you.

(4) You must purchase or lease the equipment and trade fixtures necessary to operate your Co-Branded Shop. It is estimated that the purchase price of the equipment and trade fixtures will range from \$50,000 to \$250,000, depending upon whether the equipment is new or used, transportation costs

and other factors. For your Co-Branded Shop, the equipment includes the hardware and software for the POS System and related components for the Infinity Service described in Items 6, 8 and 11 and the Ingage I.T. Services Agreement, including Addendum A. The estimated value of the Infinity Service hardware and software for the opening of the Restaurant is approximately \$38,400 to \$43,400. There is no charge for these initial Infinity Service items other than the agreed upon Technology Fee for the Infinity Service, plus an on-boarding fee paid directly to Ingage I.T. in an amount between \$2,500 to \$5,000, which is included in the estimate included in Item 7.

(5) Opening Inventory includes items such as food and paper product inventory.

(6) You must purchase and pay for comprehensive general liability insurance, motor vehicle liability insurance (including liability insurance for your delivery drivers), products liability insurance, personal property insurance, worker's compensation insurance, and such other insurance as we may reasonably require and/or as may be required by applicable law. If you fail to maintain the required insurance, we may, but are not required to, obtain any or all of the insurance that you must obtain and maintain. You must reimburse us for all costs and expenses that we incur upon demand.

(7) At least 30 days before your Co-Branded Shop opens for business, you must pay us a Grand Opening Allowance in the amount of \$5,000 to \$15,000. We will use the Grand Opening Allowance solely for the purpose of conducting an advertising and promotional program for the grand opening of your Co-Branded Shop. We will return to you any portion of the Grand Opening Allowance not used on your behalf within 30 days after your grand opening.

(8) This estimates the funds you will need during the initial 3-month phase of your Co-Branded Shop franchise. In addition to having a reserve for unforeseen contingencies, it is estimated that you will expend this for initial wages and fringe benefits, insurance premiums and other operating costs. Your working capital requirements may increase or decrease, depending upon the location and size of your Co-Branded Shop, number of employees, labor rates, minimum wage laws, costs of goods and supplies, various utility deposits, other economic factors and whether you will own or lease the furniture, fixtures, equipment and signs. No assurance can be given that \$5,000 to \$35,000 will be sufficient or that substantial additional working capital will not be required for a Co-Branded Shop.

Since you are renovating an existing Shop, there are no additional real property expenses, security deposits or utility deposits due to your landlord as the GMOTG Products will be sold in your existing Crooked Pint Shop. There will be additional personal property tax costs (in states that have a personal property tax) as a result of your higher equipment investment.

(9) To avoid excessive construction costs while renovating an existing Shop it is strongly recommended that you choose contractors carefully by obtaining several competitive bids before beginning construction. These estimates are based on constructing the required leasehold improvements within an approximately 200 square foot area within your existing Shop and assumes the availability of electrical requirements of 400 amps 3-phase, and HVAC of one ton per 150 square feet.

ITEM 8

RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Except as stated below and in your Crooked Pint Franchise Disclosure Document, you have no obligation to purchase or lease goods, services, supplies, fixtures, equipment, inventory or computer hardware relating to the establishment or operation of your Co-Branded Shop from us or from any of our designees. As described in Item 5 of this Exhibit D, you have the option to purchase the GMOTG Assets

from us. You also have the option to acquire these items and services from unaffiliated third-party suppliers approved by us. GMOTG or its affiliates may receive rebates or allowances from certain suppliers on purchases made by GMOTG’s franchisees, and will also include purchases made by you. We estimate that approximately 95%-100% of your purchases and leases of goods and services relating to the sale of GMOTG Products in your Co-Branded Shop will be for items purchased or leased from designated or approved vendors and suppliers.

Co-Branded Shops participating in the Co-Branding Program must install digital menu boards and purchase a service plan and subscription-based media updates, as required by Crooked Pint, that display product information for the co-branded GMOTG products as well. These digital menu boards replace existing menu boards and are used to display product information, pricing and advertising. The digital menu boards are connected to a “media engine” that is an internet-enabled computer. The digital menu boards and media engine are included in the equipment described in Item 5 of this Exhibit D. In addition, your Co-Branded Shop must be consistent in color, design and style with the standards and specifications adopted and approved by us and GMOTG, and we and they may modify those standards periodically. You must maintain the appearance and atmosphere of your Co-Branded Shop, and the equipment and premises used in connection with your Co-Branded Shop, in accordance with the standards we and GMOTG may adopt. Any variations in color, design, style, appearance or atmosphere must be approved in writing by us. GMOTG’s current standards and specifications are included in their Operating Manual, that will be provided to you.

If you would like to purchase or lease any products, fixtures, furnishings, building components, equipment, decor, signs, paper goods, supplies, services, menu ingredients and other goods that will be used to sell GMOTG Products or installed in a Co-Branded Shop from a vendor or supplier that is not on GMOTG’s then-current list of approved vendors and suppliers, you must follow the approval process for suppliers described in Item 8 of this Franchise Disclosure Document. Neptune Equipment Services, LLC (“Neptune”), an affiliate of GMOTG, is currently one of the approved distributors of certain proprietary products, including certain ingredients, uniforms, printed materials, and other logo items of various GMOTG brands. There are currently other approved suppliers of certain ingredients, uniforms, printed materials and logo items which are not affiliated with GMOTG.. None of our officers own an interest in any of the approved suppliers. None of GMOTG's officers own an interest in any of the approved suppliers that are not affiliated with GMOTG.

ITEM 11

FRANCHISOR’S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS, AND TRAINING

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

1. In Shop Assistance. Unless, in our determination, you or your general manager have sufficient prior training or experience we will send to your Co-Branded Shop 2 of our representatives who will provide you with up to eight (8) calendar days of on-site pre-opening and opening assistance, without charge. The timing, nature, and duration of this assistance will be at our sole discretion.

2. GMOTG Training Program

<u>Subject</u>	<u>Hours of Classroom Training</u>	<u>Hours of On-the-job Training</u>	<u>Location</u>
<u>Green Mill Objectives</u>	<u>2 Hours</u>		<u>Mpls./St. Paul, Minnesota area</u>

<u>Subject</u>	<u>Hours of Classroom Training</u>	<u>Hours of On-the-job Training</u>	<u>Location</u>
<u>Front of House Operations</u>	<u>5-10 Hours</u>	<u>80-120 Hours</u>	<u>Mpls./St. Paul, Minnesota area</u>
<u>Back of House Operations</u>	<u>5-10 Hours</u>	<u>20-60 Hours</u>	<u>Mpls./St. Paul, Minnesota area</u>
<u>Accounting</u>	<u>4-8 Hours</u>		<u>Mpls./St. Paul, Minnesota area</u>
<u>Marketing</u>	<u>2-4 Hours</u>		<u>Mpls./St. Paul, Minnesota area</u>
TOTAL HOURS	Up to 34	Up to 180	

Our pre-opening management training consists of preliminary training at our offices in St. Paul, Minnesota, and on-the-job training at an affiliated Co-Branded Shop selected by us. We offer training periodically as the need requires. Such training is conducted approximately one (1) to three (3) months prior to the opening of your Co-Branded Shop and it normally lasts two (2) to six (6) weeks depending on the management position.

Under the Franchise Agreement, you, or your on-site general manager if you are not a natural person, as well as your kitchen manager, must successfully complete such training prior to the opening of your Co-Branded Shop. The Franchise Agreement provides that you or your on-site general manager and such other managers periodically required by us must also attend such additional regional sales, training, or orientation seminars as we may reasonably request. You will be responsible for travel, lodging, meals, and other expenses which you incur in attending or having your managers attend all such sales, training, and orientation programs. Neither you nor your managers will be paid by or receive any other compensation from us for attending such programs. Any training we provide to any of your employees will be limited to training or guidance regarding the delivery of approved products and services to customers in a manner that reflects the customer service standards of the System. You are, and will remain, the sole employer of your employees at all times, including during all training programs, and you are solely responsible for all employment decisions and actions related to your employees. You are solely responsible for ensuring that your employees receive adequate training.

Although there is no tuition or other costs payable to us for training you or your initial on-site general manager and kitchen manager, you must (1) reimburse us (or our affiliate, as applicable) for Opening Team Expenses described in Items 5 and below in this Item 11, and (2) pay our then-prescribed rates for the training of additional managers (should you wish to train more managers than required). The total fee payable to us for the training of a manager or assistant manager depends upon a variety of factors, including the prior experience of the person being trained. Currently, we are charging a flat fee of \$1,000 for training each additional on-site general manager and \$750 for training each additional kitchen manager or other manager. These charges are subject to periodic change by us. (See Section 6 of the Franchise Agreement.)

The Co-Branded Shop training program is currently administered by Paul Dzubnar, Tim Kreiser and Ashley MacDonald. Paul Dzubnar has approximately 19 years of experience in the restaurant industry. Tim Kreiser has served as our Chief Operating Officer since our inception and has over 15 years of experience in the restaurant industry. Ashley MacDonald has over 13 years experience in the restaurant industry and has served as our Director of Training since inception. The training program generally covers all major facets of the management and operation of a Co-Branded Shop. Managers are first given a presentation on our objectives through our on-line training program – Crooked Pint Academy. Managers are then given detailed, in-the-field personal instruction in food preparation, inventory and handling, restaurant sanitation, equipment maintenance and inventory, personnel training, hygiene, record-keeping,

purchasing, and other restaurant functions. Managers are also required to complete approximately two to four weeks of on-the-job training at an affiliated Co-Branded Shop in the Minneapolis-St. Paul, Minnesota area.

The instructional materials for our training programs consists of our policies and procedures manual, our online manuals, including our human resources manual and our new store opening manual all found in the Academy.

You must employ your kitchen manager two to eight weeks prior to opening your Co-Branded Shop. We will assist you with the training of such managers and assistant managers. You are responsible for the travel, lodging, meals and other expenses incurred in connection with such training. You may not open your restaurant until all such managers have successfully completed any training programs offered by us for such managers.

Under our current training programs, the duration of the required training for your managers and assistant managers is as follows:

<u>Position</u>	<u>Duration</u>
<u>On Site General Manager</u>	<u>2-3 weeks for General Manager</u>
<u>Kitchen Manager</u>	<u>2-3 weeks for General Manager</u>

The failure of your managers to successfully complete the training programs offered by us will delay the opening of your Restaurant.

In addition to the training provided by us, you are required to hire four to six additional trainers who are employed by us or other Green Mill On The Go® franchisees and who have been certified by us to assist in the training of your management and other employees (the “Opening Team”) during the one-week period before and one week period after the opening of your Co-Branded Shop Restaurant. In addition to reimbursing the employer of the Opening Team in an amount equal to the fully burdened labor rate of such trainers, you are required to reimburse the Opening Team members for their actual employment related travel, lodging and meal expenses incurred in connection with the training of your employee (the “Opening Team Expenses”).

We require you to have on duty at all times while your Co-Branded Shop is open for business, at least one employee who has been Serv-Safe® certified as to the food safety aspects of handling food. Although not required by the Franchise Agreement, we will also assist you in providing on-the-job training of your employees on your Co-Branded Shop premises at the time of the Co-Branded Shop opening. We will provide one person who will assist you in training your Co-Branded Shop personnel in the preparation of the restaurant for opening and one person who will assist in methods of preparation and serving menu items. Such management training assistance may take from five (5) to fifteen (15) days. Such training requires approximately 40 hours of each employee’s time. Although not required to do so by the Franchise Agreement, our management personnel may also assist you in training additional personnel, or in providing refresher courses to existing personnel at the time of periodic visits. Such refresher courses will not be mandatory and will be at no cost to you other than costs associated with the attending employees.

You must comply with the applicable provisions of the wage and hour laws applicable to your employees while they are being trained by us, including those provisions requiring the payment of overtime wages.

3. **GMOTG Operating Manual.** Before you open your Co-Branded Shop, we will loan to you a copy of GMOTG's operating manual ("GMOTG Operating Manual"), which contains standards of operations, the equipment and fixtures required to operate the franchise, operating procedures and policies. The GMOTG Operating Manual presently contains approximately 385 pages of electronic and printed materials. The table of contents of the GMOTG Operating Manual is contained in Attachment E to this Exhibit D. You must operate your Co-Branded Shop strictly in accordance with the operating procedures and policies, as contained in the GMOTG Operating Manual, as it may be amended from time to time. The GMOTG Operating Manual is strictly confidential and must be returned promptly to us upon your Restaurant ceasing to be a Co-Branded Shop.

4. **List of Approved Vendors and Suppliers; Coordinating Ordering and Delivery of Equipment and Signage.** Before you open your Co-Branded Shop, we will provide you with a copy of the list of approved vendors and suppliers for all food, supplies, equipment, millwork, signage, decor and other goods and services for the GMOTG portion of your Co-Branded Shop. In addition, we will coordinate the ordering and delivery of equipment, signage, leasehold improvements and construction for the GMOTG portion of your Co-Branded Shop. Unless we approve otherwise, we or our designee will install these approved items in your Shop. You must coordinate all other matters identified in Item 5 of this Exhibit D.

Advertising

You are required to spend a combined total of 2% of Gross Sales on GMOTG Products for the Advertising Fee paid to us and for the required local advertising expenditures. You will spend at least 0.5% on approved local advertising. We have the right to increase the total combined amount up to a maximum of 3.5% of Gross Sales and allocate the additional amount between the GMOTG pool and local expenditures as we deem appropriate. Gross Sales is only for the GMOTG menu items.

We reserve the right to require you to provide substantiation of your Local Advertising Expenditures. If you fail to spend at least the required amount for approved Local Advertising Expenditures, then you must deposit with us the difference between what you should have spent and what you actually spent during such month for local media advertising, marketing or promotion, and we will spend such deposit in such manner as we deem to be in the best interests of your Co-Branded Shop.

There is not a separate GMOTG advertising fund. Instead, all Advertising Fees go into the GMOTG pool and are spent accordingly. Generally, we accumulate Advertising Fees paid by our franchisees during any period and utilize these fees to pay the advertising, marketing and promotional expenses which it incurs during that period. If all of the Advertising Fees paid into the pool during any year are not used in that year, such fees will be accumulated and held in a non-interest-bearing account until they are used. We are not required to currently spend all Advertising Fees which we receive. Rather, we may set aside such reserve or reserves for such advertising, marketing and/or promotional programs as we determine. We are not required to give our franchisees a periodic accounting of how the Advertising Fees are spent.

The expenditure of the Advertising Fees are intended to maximize general public recognition and patronage of Co-Branded Shop in the manner we determine to be most effective. We have no obligation to develop, implement or administer an advertising program or programs which ensures that expenditures which are proportionate or equivalent to your contributions are made for your market area, or that your Co-Branded Shop will benefit directly or pro rata from such advertising program(s). Also, we do not have any obligation to spend any amount on advertising in the area or territory where your Co-Branded Shop is located. (Franchise Agreement - Section 8)

All advertising, marketing and promotion conducted by you must be completely factual and conform to the highest standards of ethical advertising and to policies prescribed by us. This includes all advertising and promotion done on social media platforms. You must submit copies of all advertisements and promotional materials to us for our approval before their use or publication. You may use any advertising and promotional materials submitted to us unless we notify you of our disapproval within ten days of its receipt of such materials. You may not use any advertisements or promotional materials unless they have been approved by us. Any coupon published or distributed by you must bear a code number provided by us or our advertising agency.

You may not operate or maintain a home page or other presence on the Internet or similar medium without our approval. If we approve a home page or other such presence, including a home page or presence which includes any of our service marks, we may require you to include a hypertext or other direct link to a home page or other presence on the Internet maintained by us. In addition, your online presence related to your Co-Branded Shop, including with respect to all current and future forms of social media networks and platforms, must at all times comply with our written specifications, restrictions and policies, as modified from time to time.

We reserve the right to organize one or more local or regional advertising cooperatives for the purpose of developing and implementing advertising and promotional programs for the Co-Branded Shop owned by us and our franchisees. We have the right to determine the composition of all geographic territories and market areas for any such cooperatives. If we form cooperatives, we can require you to join and participate in such cooperative(s) which encompass the designated territory for your Co-Branded Shop. We can require these cooperatives to change, dissolve and merge. If we or our affiliates own any Co-Branded Shop in an area covered by a cooperative, we will contribute on the same basis as other cooperative members.

At least thirty (30) days prior to the grand opening of your Co-Branded Shop, you must pay a Grand Opening Allowance to us in the amount of \$5,000 to \$15,000. We will use the Grand Opening Allowance for the purpose of conducting an advertising, public relations and promotional program in connection with the grand opening of your restaurant. We will spend this Grand Opening Allowance in such manner as we deem to be in the best interest of your Co-Branded Shop. Within 30 days after the opening of your Co-Branded Shop, we will provide you with an accounting of the use of the allowance and will refund any portion of the allowance which has not been spent. Pending the expenditure or return of the Grand Opening Allowance, it will be held in a separate non-interest bearing account. (See Section 8 of Franchise Agreement).

You must participate in all gift certificate and gift card programs sponsored at any time by us. In addition, you are required to participate at your expense in all programs sponsored at any time by us to promote and reward the frequent and regular customers of Co-Branded Shop.

Under the current gift card program sponsored by us, you must purchase magnetically-encoded gift cards from Ingage I.T. or our then-approved supplier (optional).

You must furnish a marketing plan to us for the first six (6) months of operation of your Co-Branded Shop in the form required by us prior to the completion of the training of your on-site general manager. In addition, you must submit an annual marketing plan to us on or before November 30 for the ensuing calendar year. Such annual marketing plan must be in such form as we may periodically require.

We also have a franchise advisory council (the "FAC"), which currently is comprised of eight (8) representatives (four (4) corporate, four (4) franchisees). Each franchisee representative is selected based on majority vote of restaurants, and all representatives serve terms ranging from 1-2 years. The FAC operates in an advisory capacity with respect to matters related to the Green Mill franchise system. While the FAC may offer recommendations, insight or advice on any given issue, we are not bound by such

recommendations, insight or advice.

ITEM 12 TERRITORY

You will not receive an exclusive territory except the Designated Territory assigned to you under your Crooked Pint franchise agreement. You may face competition from other (i) GMOTG franchisees or GMOTG company or affiliate owned outlets, (ii) other Shops that will also sell GMOTG Products, and (iii) other channels of distribution or competitive brands that GMOTG controls. We (and/or our affiliates) may establish other franchised or company-owned Co-Branded Shops that may compete with your location, including across the street from your location or in the same venue as your location. One or more future Co-Branded Shops may have an adverse effect on the revenues and profitability of existing Co-Branded Shops, including your Co-Branded Shop. If there are any conflicts that arise from the operation of your Co-Branded Shop concerning our distribution activities, or involving territory, customer or support, our management team will attempt to resolve the conflict after taking into account the specific facts and what is in the best interests of the Crooked Pint System. The Amendment does not provide you with any options, rights of first refusal, or similar rights to acquire additional Co-Branded Shops. There are no restrictions on the customers to whom you may sell the GMOTG Products, but all sales must be made at your Co-Branded Shop premises. You may not sell any GMOTG Products from or to any location other than your Co-Branded Shop premises.

ITEM 13 TRADEMARKS

Co-Branded Shops will have the right to use the following GMOTG Marks which are registered on the Principal Register of the United States Patent and Trademark Office (“USPTO”):

<u>Mark</u>	<u>Serial/Registration No.</u>	<u>Registration Date</u>
	<u>Registration No.</u> <u>1,440,264</u>	<u>May 19, 1987</u>
	<u>Registration No.</u> <u>3,997,508</u>	<u>July 19, 2011</u>
	<u>Registration No.</u> <u>6,944,265</u>	<u>January 3, 2023</u>
	<u>Registration No.</u> <u>2,451,087</u>	<u>May 15, 2001</u>
	<u>Serial No.</u> <u>90845947</u>	<u>Pending</u> <u>Registration</u> <u>Filed July 23, 2021</u>

All affidavits of use required to be filed for the federally registered GMOTG Marks have been filed. There are no (a) presently effective material determinations of the USPTO, the Trademark Trial and Appeal Board, the trademark administrator of any state or any court, (b) pending infringement or cancellation proceedings or (c) pending material litigation involving the principal GMOTG Marks. Other than disclosed below, there are no agreements currently in effect that limit our right to use or license the use of the GMOTG Marks that are in any manner material to you. There are no currently effective determinations of the USPTO, the Trademark Trial and Appeal Board, the trademark administrator of any state, or any court, or any pending opposition or cancellation proceeding, or any pending material litigation, involving the GMOTG Marks which is relevant to their use by you.

We have entered into the Master License Agreement with GMOTG. This Master License Agreement gives us the right to use, and to license our franchisees to use, the GMOTG Marks listed above solely in connection with the sale of GMOTG Products at Co-Branded Shops. There are no superior prior rights or infringing uses of the principal GMOTG Marks actually known to GMOTG or its affiliates, which rights or uses could materially affect your use of the principal GMOTG Marks in any state. There are no agreements currently in effect that significantly limit GMOTG's rights to use or license the use of the principal GMOTG Marks. You must promptly notify us of any suspected unauthorized use of, or challenge to the validity of, the GMOTG Marks or any challenge to GMOTG's ownership of, or right to use or license others to use, the GMOTG Marks. GMOTG can direct and control any administrative proceeding or litigation involving the GMOTG Marks, including any settlement thereof. GMOTG may take action against uses by others that may constitute infringement of the GMOTG Marks. We, or GMOTG, will defend you against any third-party claim, suit, or demand arising out of your use of the GMOTG Marks.

If we, in our sole discretion, determine that you have used the GMOTG Marks in a manner authorized by the Amendment, the cost of this defense, including the cost of any judgment or settlement, will be borne by us. If we, in our sole discretion, determine that you have not used the GMOTG Marks in a manner authorized by the Amendment, the cost of such defense, including the cost of any judgment or settlement, will be borne by you. If any litigation relating to your use of the GMOTG Marks arises, you must execute any and all documents and do the acts as may, in our opinion, be necessary to carry out the defense or prosecution, including, becoming a nominal party in any legal action. Except to the extent the litigation is the result of your use of the GMOTG Marks in a manner inconsistent with the terms of the Amendment, we will reimburse you for your out-of-pocket litigation costs in doing these acts. We, or GMOTG, may require you to use different trademarks for use in identifying the GMOTG Products if the GMOTG Marks can no longer be used, or if GMOTG, in its sole discretion, determines that substitution of different proprietary marks will be beneficial to the GMOTG system. In these circumstances, the use of the substituted trademarks will be governed by the terms of the Amendment.

**AMENDMENT TO CROOKED PINT'S FRANCHISE AGREEMENT FOR CO-BRANDED
SHOP**

This AMENDMENT ("Amendment") to the Crooked Pint Franchise Agreement is made effective as of _____, 20____, ("Effective Date") among Crooked Pint, LLC, a Minnesota limited liability company ("Franchisor") and the undersigned "Franchisee."

WHEREAS, Green Mill on the Go, LLC, a Minnesota limited liability company ("GMOTG"), has developed a system for the sale of pizza, wings, calzones, and related products ("GMOTG Products") under the GREEN MILL ON THE GO® name and associated trademarks and service marks ("GMOTG Marks"); the GMOTG Products and GMOTG Marks and model being collectively referred to as the ("GMOTG System");

WHEREAS, GMOTG's and Franchisor have entered into a license agreement dated _____ (the "Master License Agreement"), whereby GMOTG has permitted Franchisor and Franchisor's franchisees to use the GMOTG Marks and sell the GMOTG Products in franchisees' Crooked Pint Restaurant's premises, as well as in Franchisor and Franchisor's affiliate-owned shops;

WHEREAS, Franchisee has entered into a Franchise Agreement dated _____, 20____, ("Franchise Agreement") with Franchisor for the operation of a Crooked Pint Shop at the Premises; and

WHEREAS, Franchisee wishes to enter into this Amendment to its Franchise Agreement in order to supplement its existing product offerings by also being able to sell certain GMOTG Products and use certain GMOTG Marks as part of its Crooked Pint Shop conducted at the Premises.

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. GRANT

1.1. Grant. Franchisor grants to Franchisee, and Franchisee accepts from Franchisor, during the term of this Amendment, a limited right to use the GMOTG System and GMOTG Marks to produce and sell the GMOTG Products at the Crooked Pint Restaurant's premises (the "GMOTG Rights"). To effectuate the grant of the GMOTG Rights, the term "System" appearing in the Franchise Agreement is amended to include the GMOTG System and GMOTG Products, and the term "Proprietary Marks" appearing in the Franchise Agreement is amended to include the GMOTG Marks set forth in the Amendment to the Franchise Disclosure Document.

1.2. Term of Grant. The term of this Amendment shall commence on the Effective Date and shall end upon either: (a) the expiration or termination of the Franchise Agreement, or (b) termination pursuant to this Amendment.

2. DEVELOPMENT OF FRANCHISED BUSINESS PREMISES

2.1. Conversion and Design. Franchisee acknowledges that the layout, design, decoration and color scheme associated with the GMOTG System is an integral part thereof; accordingly, Franchisee will convert, design and decorate that portion of the Premises as specified by Franchisor for use in the sale of GMOTG Products, in accordance with the plans and specifications which are contained in the Confidential Operating Manual.

2.2. Signs. Franchisee must acquire for use at the Premises all signage and other items that display the GMOTG Marks which comply with the standards and specifications provided by Franchisor. It is Franchisee's sole responsibility to ensure that any signs comply with applicable local ordinances, building codes and zoning regulations. Any modifications to the standards and specifications for signs that must be made due to local ordinances, codes or regulations must be submitted to Franchisor for prior written approval. Franchisee acknowledges the GMOTG Marks, or any other name, symbol or identifying marks on any signs associated with the GMOTG System may only be used in accordance with Franchisor's standards and specifications and only with the prior written approval of Franchisor.

2.3. Equipment. Franchisee must acquire for use at the Premises and in connection with the GMOTG System, equipment of a type and in an amount which complies with the standards and specifications of Franchisor. Franchisee acknowledges that the type, quality, configuration, capability and/or performance of the equipment are all standards and specifications which are a part of the GMOTG System and therefore such equipment must be purchased, leased, or otherwise obtained in accordance with Franchisor's standards and specifications and only from suppliers or other sources approved by Franchisor.

2.4. Permits and Licenses. Franchisee shall obtain all permits and certifications as may be required to lawfully sell GMOTG Products, together with all certifications from government authorities having jurisdiction over the site. Franchisee must certify to Franchisor before commencing the sale of GMOTG Products that all requirements for construction and operation have been met, including without limitation, zoning, access, sign, health, safety requirements, building and other required construction permits, licenses to do business and fictitious name registrations, sales tax permits, health and sanitation permits and ratings and fire clearances.

3. TRAINING

3.1. Initial Training Program. Franchisee or, if Franchisee is not an individual, the person designated by Franchisee to assume primary responsibility for the management of the Crooked Pint Shop, ("**General Manager**") and the Kitchen Manager are required to attend and successfully complete the initial training program which is offered by GMOTG at a GMOTG training location designated by GMOTG. Franchisee may at its option and at cost send an additional person(s) to the training program. The initial training program will be provided without charge of a tuition or fee. Franchisee will be responsible for any and all travel and living expenses incurred in connection with attendance at the training program. Franchisee's attendee(s) must successfully complete the initial training program prior to Franchisee's sale of GMOTG Products. The initial training program will consist of preliminary training at our offices in St. Paul, Minnesota, and on-the-job training at an affiliated GMOTG location selected by us. Such training is conducted approximately one (1) to three (3) months prior to the opening of your Co-Branded Shop and it normally lasts two (2) to six (6) weeks depending on the management position. GMOTG reserves the right to waive a portion of the training program or alter

the training schedule. GMOTG offers and will require additional training periodically as the need requires.

4. DEVELOPMENT ASSISTANCE

4.1. Franchisor's Development Assistance. Franchisor or its designee will provide Franchisee with the following assistance:

- (a) Provision of the initial training program, as described herein;

- (b) Direction regarding the required size, conversion, design and decoration of the portion of the Premises to be used for the sale of GMOTG Products, plus specifications concerning signs, seasonal graphics, equipment, and other required or recommended items.

- (c) Give Franchisee access to the online platform containing the standards, specifications, policies and other directives and information germane to the GMOTG System and the preparation and sale of the GMOTG Products. Franchisee must treat this access in the same manner and subject to the same rights and obligations as Franchisor's current Confidential Operating Manual under the Franchise Agreement.

- (d) Unless, in Franchisor's determination, Franchisee or the General Manager have sufficient prior training or experience Franchisor will send to Franchisee's Premises up to two representatives ("Site Representative(s)") who will be present for up to eight (8) days beginning approximately three (3) days prior to the commencement of Franchisee's sale of GMOTG Products, but if Franchisee's commencement date is on or near a holiday, the Site Representatives will not begin the in-Shop assistance until three (3) days after the holiday. Holidays will include, but not be limited to, New Year's Day, Easter, Memorial Day, Fourth of July, Labor Day, Thanksgiving, Hanukkah and Christmas. There will be no charge to Franchisee for the Site Representatives' assistance described in this subsection (d).

4.2. Prior Approval for Commencing the Sale of GMOTG Products. Franchisee shall not commence sales of GMOTG Products unless and until Franchisor has furnished

written authorization to do so, which authorization is contingent on Franchisee's full compliance with all of its pre-opening obligations, as set forth in this Amendment.

5. PAYMENTS & REPORTS

5.1 Gross Sales. The term "Gross Sales" as defined in Franchise Agreement and Franchise Disclosure Document is amended to also include the total amounts received from the sale of GMOTG Products.

5.2 Initial Franchise Fee. In consideration of the GMOTG Rights granted herein Franchisee shall pay to Franchisor at the time of execution of this Amendment an initial franchise fee of \$15,000, which payment shall be deemed fully earned and non-refundable when made, in consideration of the administrative and other expenses incurred by Franchisor in entering into this Amendment.

5.3. Royalties on Gross Sales of GMOTG Products. The royalty fee payable pursuant to Franchise Agreement that is attributable to the Gross Sales of GMOTG Products is four percent (4%).

5.4. Advertising Contribution on Gross Sales of GMOTG Products. The advertising contribution payable pursuant to Franchise Agreement Section 4.04 that is attributable to the Gross Sales of GMOTG Products is two and one half percent (2.5%). Franchisee acknowledges and agrees that this advertising contribution will be remitted by Franchisor to GMOTG, and that GMOTG may use any such monies for the purpose of promoting the GMOTG System. Franchisee acknowledges that Franchisor does not control the expenditure of any such advertising contributions remitted to GMOTG.

5.5. Initial Advertising and Promotion Fee. Simultaneously with the execution of this Amendment, Franchisee shall pay Franchisor a grand opening promotion fee of Five Thousand Dollars (\$5,000). Franchisor shall use the fee in the manner Franchisor deems appropriate, for the purpose of publicizing the availability of GMOTG Products at the Premises.

5.6. Reports. The Gross Sales reports required by the Franchise Agreement shall separately detail the Gross Sales derived from the sale of GMOTG Products. Franchisee acknowledges and agrees that Franchisor may share with GMOTG the sales reports and profit and loss statements required by the Franchise Agreement.

6. TRADEMARKS, TRADE NAMES AND PROPRIETARY INTERESTS

6.1 GMOTG Marks. Franchisee acknowledges that GMOTG and Franchisor have the right to use and to permit others to use the GMOTG Marks listed in **Attachment A** and that Franchisee's right to use the GMOTG Marks is derived solely from this Amendment and is limited to the exercise of the GMOTG rights granted by and in compliance with this Amendment. Franchisee's use of the GMOTG Marks in any manner other than as specifically authorized by this Amendment will constitute an infringement of GMOTG and Franchisor's rights in and to the GMOTG Marks. Franchisee acknowledges and agrees that usage of the GMOTG Marks and any goodwill or reputation established thereby will inure to GMOTG's and Franchisor's benefit, and that this Amendment does not confer any goodwill, reputation or other interests in the GMOTG Marks upon Franchisee (other than the right to display the GMOTG Marks in compliance with this Amendment). All provisions of this Amendment also will be applicable to any additional GMOTG Marks that GMOTG and Franchisor may hereinafter permit Franchisee to use. Franchisee acknowledges that it has not acquired any right, title or interest in any GMOTG Marks except as is authorized and governed by this Amendment. Except as permitted in the Manual, Franchisee agrees not to use any GMOTG Marks as part of an electronic mail address or on any sites on the Internet or World Wide Web and Franchisee agrees not to use or register any of the GMOTG Marks as a domain name on the Internet.

6.2 GMOTG Products. Franchisee hereby acknowledges that GMOTG owns and controls the GMOTG System, all of which constitute trade secrets of GMOTG, and Franchisee acknowledges that GMOTG has valuable rights in and to such trade secrets. Franchisee further acknowledges that it has not acquired any right, title or interest in the GMOTG System except for the right to use the GMOTG Marks and sell GMOTG Products in strict compliance with the terms of this Amendment.

6.3. GMOTG's Reservation of Rights. Franchisee acknowledges that the rights granted in this Amendment are non-exclusive and that, pursuant to the Master License Agreement, GMOTG retains the rights, among others: (1) to use, and to license others to use, the GMOTG System for the operation of GMOTG shops, kiosks, satellite restaurants, temporary restaurants and other co-branded restaurants, at any location other than at the Premises; (2) to use the GMOTG System to identify services and products, promotional and marketing efforts or related items, and to identify products and services similar to or the same as those which Franchisee will sell, but made available through alternative channels of distribution other than through traditional GMOTG shops, at any location other than at the Premises, including, but not limited to, through satellite shops, temporary shops, kiosks, other co-branded shops, by way of mail order, (including electronic mail order), the Internet, catalog, telemarketing, other direct marketing methods, television, shop display or through the wholesale sale of its products to unrelated retail outlets or to distributors or outlets located in stadiums, arenas, airports, turnpike rest stops or supermarkets; and (3) to use and license the use of other proprietary marks or methods in connection with the sale of products and services similar to those which Franchisee will sell or in connection with the operation of shops selling similar goods, at any location other than at the Premises, which shops are the same as, or similar to, or different from a traditional GMOTG shop or a satellite shop, a temporary shop, a co-branded shop or a kiosk, on any terms and conditions as GMOTG deems advisable, and without granting Franchisee any rights therein.

6.4. Creative Ownership. All copyrightable works created by Franchisee or any of its owners, officers or employees in connection with the use of the GMOTG System will be the sole property of GMOTG. Franchisee assigns all proprietary rights, including copyrights, in these works to GMOTG without additional consideration. Franchisee hereby assigns and will execute such additional assignments or documentation to effectuate the assignment of all intellectual property, inventions, copyrights and trade secrets developed in part or in whole in relation to the GMOTG System during the term of this Amendment, as GMOTG may deem necessary in order to enable it, at its expense, to apply for, prosecute and obtain copyrights, patents or other proprietary rights in the United States and in foreign countries or in order to transfer to GMOTG all right, title, and interest in said property. Franchisee will promptly disclose to Franchisor and GMOTG all inventions, discoveries, improvements, recipes, creations, patents, copyrights, trademarks and confidential information relating to the GMOTG System which it or any of its owners,

officers or employees has made or may make solely, jointly or commonly with others and will promptly create a written record of the same. In addition to the foregoing, Franchisee acknowledges and agrees that any improvements or modifications, whether or not copyrightable, directly or indirectly related to the sale of GMOTG Products, will be deemed to be a part of the GMOTG System and will inure to the benefit of GMOTG.

6.5 Non-Disparagement. Franchisee agrees that it will not take any action or make any statements to any third parties that would constitute a criticism, denigration or disparagement of GMOTG or Franchisor, their employees, representatives or agents, or the GMOTG System or that would tend to be injurious to the reputation or goodwill of GMOTG or Franchisor, their employees, representatives or agents, or the GMOTG System, or which may interfere in any manner with the business affairs or business relations of GMOTG or Franchisor, their employees, representatives or agents.

6.6. Gift Cards. At Franchisor's request, Franchisee shall accept debit cards, credit cards, stored value gift cards, or other non-cash systems specified by Franchisor to enable Franchisee's customers to purchase the products offered by the Crooked Pint Shop. Franchisee shall acquire, at its expense, all necessary hardware and/or software used in connection with these non-cash systems. Franchisee acknowledges and agrees that it will, at Franchisor's request, participate in GMOTG's gift card program(s) and, at Franchisor's request, will enter into any agreement(s) with Franchisor, GMOTG or the gift card service provider approved by Franchisor with respect to such participation.

7. TERMINATION

7.1. Termination by Franchisor - Effective upon Notice. Franchisor has the right, at its option, to terminate this Amendment and the GMOTG Rights granted Franchisee hereunder, without affording Franchisee any opportunity to cure any default (subject only to any termination pre-requisites in any state franchise law whose applicability, as a matter of law supersedes the choice-of-law provision set forth in Franchise Agreement Section 17.14), effective upon receipt by Franchisee of written notice upon the occurrence of any of the following events:

(a) **Abandonment.** If Franchisee ceases to sell the GMOTG Products for a period of five (5) consecutive days, or any shorter period that indicates an intent by

Franchisee to discontinue sale of the GMOTG Products, unless and only to the extent that full operation of the Crooked Pint Shop is suspended or terminated

due to fire, flood, earthquake or other similar causes beyond Franchisee's control and not related to the availability of funds to Franchisee;

(b) **Misuse of GMOTG Marks.** If, within ten (10) days after notification from Franchisor, Franchisee fails, with respect to the GMOTG Marks, either to correct any misuse, or to follow Franchisor's directions and guidelines concerning proper use;

(c) **Unauthorized Disclosure.** If Franchisee intentionally or negligently discloses to any unauthorized person the contents of or any part of the Manual or any other trade secrets or confidential information;

(d) **Unauthorized Transfer.** If Franchisee sells, transfers or otherwise assigns the GMOTG Rights granted by this Amendment, or attempts to transfer in any manner not in full compliance with the transfer provisions set forth in Franchise Agreement, Article XI; or attempts to transfer this Amendment except as part of the transfer of the Franchise Agreement. Franchisee specifically understands and agrees that this Amendment is indivisible from the Franchise Agreement, and may not be transferred except as part of an approved transfer of the Franchise Agreement.

(e) **Termination of Crooked Pint Franchise Agreement.** If Franchisee's Franchise Agreement terminates or expires for any reason.

7.2. Termination by Franchisor - Thirty Days' Notice. Franchisor has the right to terminate this Amendment and the GMOTG Rights granted hereunder (subject only to any termination pre-requisites in any state franchise law whose applicability, as a matter of law supersedes the choice-of-law provision set forth in Franchise Agreement Section 17.14), effective upon thirty (30) days written notice to Franchisee, if Franchisee breaches any other provision of this Amendment and fails to cure the default during such thirty (30) day period. In that event, this Amendment will terminate without further notice to Franchisee, effective upon expiration of the thirty (30) day period. Defaults include, but are not limited to, the following:

- (a) **Failure to Maintain Standards.** Franchisee fails to maintain the then-current operating procedures and adhere to the specifications and standards established by Franchisor as set forth herein or in the Manual or otherwise communicated to Franchisee;
- (b) **Deceptive Practices.** Franchisee engages in any unauthorized business or practice or sells any unauthorized product or service under the GMOTG Marks or under a name or mark which is confusingly similar to the GMOTG Marks;
- (c) **Failure to Obtain Consent.** Franchisee fails, refuses or neglects to obtain Franchisor's prior written approval or consent as required by this Amendment;
- (d) **Failure to Comply with Manual.** Franchisee fails or refuses to comply with the then-current requirements of the Manual; or
- (e) **Breach of Related Agreement.** Franchisee defaults under any term of the Franchise Agreement, lease, sublease or lease assignment for the Premises, any equipment lease or any other agreement material to the GMOTG shop or any other agreement or amendment between Franchisor and Franchisee and such default is not cured within the time specified in such lease, sublease, other agreement or other Amendment. Provided, however, so long as financing from the United States Small Business Administration remains outstanding, Franchisee will be given the same opportunity to cure defaults under any agreement between Franchisor or its affiliates and Franchisee, as Franchisee is given under this Amendment. Notwithstanding the foregoing, if the breach is curable, but is of a nature which cannot be reasonably cured within such thirty (30) day period and Franchisee has commenced and is continuing to make good faith efforts to cure the breach during such thirty (30) day period, Franchisee will be given an additional reasonable period of time to cure the same, and this Amendment will not automatically terminate without written notice from Franchisor.

7.3. Termination of Master License Agreement. Franchisee acknowledges that the GMOTG Rights granted hereunder are granted pursuant to, and remain conditional upon, the continued existence of, the Master License Agreement. This Amendment and the

GMOTG Rights will automatically terminate upon the expiration or termination of the Master License Agreement, regardless of the cause of such termination.

7.4. Scope of Termination. At Franchisor's option, a termination under Sections 7.1 or 7.2 may relate solely to Franchisee's rights and obligations under this Amendment with respect to the GMOTG System and shall not affect the validity or ongoing enforceability of the Franchise Agreement. Termination of this Amendment for any reason does not release Franchisee or Franchisor from their respective obligations under any other agreement, including any lease or promissory note, between the parties.

7.5. Obligations of Franchisee upon Termination or Expiration of GMOTG Rights. Franchisee is obligated upon termination or expiration of its right to use the GMOTG System to immediately:

- a) Cease use of and immediately remove all GMOTG Marks, including but not limited to signs, symbols, devices, trade names, trademarks, or other materials.
- b) If deemed necessary by Franchisor, paint or otherwise change the interior and exterior of the Premises to remove any trade dress or other leasehold improvements, equipment, fixtures, etc. that are the identified with the GMOTG System and to restore the Premises to conditions reasonably similar to those prior to the conversion pursuant to Section 2.1 of this Amendment.
- c) Deliver to Franchisor all items of inventory that bear a GMOTG Mark including but not limited to logo, signs, sign-faces, advertising materials, forms and other materials.
- d) Deliver to Franchisor the Manual provided pursuant to Section 4.1(c) and all other information, documents and copies thereof associated with the GMOTG System.
- e) Promptly take such action as may be required to cancel all fictitious or assumed names or equivalent registrations relating to Franchisee's use of any GMOTG Marks which are under the exclusive control of GMOTG or, at the option of GMOTG, assign the same to the GMOTG.
- f) If applicable, notify all telephone directory publishers of the termination or expiration of Franchisee's right to use any regular, classified or other telephone directory listings associated with any GMOTG Mark and to authorize transfer

thereof to Franchisor or its designee. Franchisee acknowledges that, as between Franchisee and GMOTG, GMOTG has the sole rights to and interest in all directory listings associated with any GMOTG Mark. Franchisee authorizes GMOTG, and hereby appoints GMOTG and any of its officers as Franchisee's attorney-in-fact, to direct the telephone directory publishers to transfer or cancel any directory listings relating to the GMOTG shop to GMOTG or its designee. Should Franchisee fail or refuse to do so, the telephone directory publishers may accept such direction or this Amendment as conclusive of GMOTG's exclusive rights in such directory listings and GMOTG's authority to direct their transfer or cancellation.

g) Sign a general release, in a form satisfactory to Franchisor, of any and all claims against Franchisor, GMOTG, their affiliates and their respective officers, directors, employees and agents.

h) If applicable, take such action as may be required to remove from the Internet all sites referring to Franchisee's former association with the GMOTG System and to cancel or assign to GMOTG or its designee, in GMOTG's sole discretion, all rights to any domain names for any sites on the Internet that refer to any such association.

8. MISCELLANEOUS PROVISIONS

8.1. Indemnification. Section 16.02 of the Franchise Agreement is hereby amended to include GMOTG, its subsidiaries, parents, and affiliates, and their respective shareholders, directors, officers, employees, agents, successors and assigns as additional indemnified parties thereunder. All references in Section 16.02 to Franchisor shall be amended to also include "GMOTG" to the extent applicable to the GMOTG System.

8.2. Insurance. All of Franchisee's insurance obligations under Franchise Agreement Article X shall be expanded to also include GMOTG, including, but not limited to,

adding GMOTG and its parents, subsidiaries, affiliates, directors, officers, and employees as additional insureds, with primary noncontributory coverage, on all insurance policies that Franchisee is obligated to maintain pursuant to the Franchise Agreement, and well as any additional insurance coverage, policy amounts, or other obligations that may be contained in the Manual.

8.3. Ratification of Franchise Agreement. This Amendment is an integral part of the Franchise Agreement. Except as modified or supplemented by this Amendment, the terms of the Franchise Agreement are ratified and confirmed.

8.4. Entire Agreement. This Amendment, the Attachments hereto, and the documents referred to herein, constitute the entire and complete agreement between the parties concerning the subject matter hereof, and supersede any and all prior agreements between the parties, no other representations having induced Franchisee to execute this Amendment. Franchisee acknowledges that it is neither aware of nor relying upon any oral or written representation or understanding which is contrary to the terms and conditions of this Amendment or the contents of any document furnished to Franchisee. No amendment, change, or variance from this Amendment will be binding on either party unless mutually agreed to by the parties and executed by them or their authorized officers or agents in writing.

8.5. Construction of Amendment. Franchisor and Franchisee agree that the purpose of this Amendment is to supplement the Franchise Agreement and not to change or alter the terms of the Franchise Agreement, except as necessary to accomplish the objective of this Amendment. Therefore, the terms of the Franchise Agreement and the terms of this Amendment conflict, the agreements shall be construed, to the maximum extent possible, to avoid any direct conflict and, if such construction is unavoidable, then the terms of the Franchise Agreement govern. All capitalized terms not otherwise defined herein have the meanings set forth in the Franchise Agreement. Franchisee specifically acknowledges and agrees that all of the rights and obligations arising out of this Amendment, as well as all of the events relating to the negotiation, execution, performance or termination of this Amendment, have been, are and will in the future be strictly between Franchisee and Franchisor. Franchisee further

acknowledges and agrees that GMOTG (a) is not a party to this Amendment; (b) has not undertaken to perform any obligation directly to Franchisee in this Amendment or

otherwise; and (c) has not assumed any duty directly to Franchisee in this Amendment or otherwise. Accordingly, Franchisee agrees to look solely to Franchisor with respect to the performance of all actions and circumstances described in this Amendment, as well as for any claims or causes of action that arise from or relate to the actions and circumstances described in this Amendment.

8.6. Covenant from Individuals. At Franchisor's request, each individual referenced in the Franchise Agreement's Section 13.09 will sign the GMOTG non-competition and confidentiality covenant attached hereto as Attachment D.

8.7. Non-Competition. Franchisee acknowledges and agrees that the GMOTG Products will be included in Section 13.05(a)(i) of the Franchise Agreement for purposes of the in-term and post-term noncompetition covenants set forth in Franchise Agreement Sections 13.05 and 13.06. For purposes of Sections 13.05 and 13.06, any references to Franchisor shall also include GMOTG.

8.8. Notices. Any notices required by this Amendment shall be provided in the manner specified in Franchise Agreement Section 17.02.

8.9. Limitation on Liability. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, FRANCHISEE ACKNOWLEDGES THAT FRANCHISOR AND GMOTG HAVE PROVIDED POINT-OF-SALE SYSTEM SOFTWARE AND/OR SALES TAX INFORMATION THAT MAY BE USED BY FRANCHISEE WITH RESPECT TO THE OPERATION OF ITS POINT-OF-SALE CASH REGISTER SYSTEMS. FRANCHISEE ACKNOWLEDGES THAT FRANCHISOR AND GMOTG MAKE NO REPRESENTATIONS, GUARANTEE OR WARRANTY, EXPRESSED OR IMPLIED, REGARDING THE SOFTWARE, SALES TAX INFORMATION, UPDATE OR UPGRADE (COLLECTIVELY THE "SOFTWARE") OR ITS INTENDED USE BY FRANCHISEE. SPECIFICALLY, FRANCHISOR AND GMOTG PROVIDE ALL SOFTWARE "AS IS" WITHOUT ANY WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY. FRANCHISOR AND GMOTG MAKE NO REPRESENTATIONS CONCERNING THE QUALITY OF THE SOFTWARE AND DO NOT PROMISE THAT

THE SOFTWARE WILL BE ERROR FREE OR WILL OPERATE WITHOUT INTERRUPTION.

IN WITNESS WHEREOF, the parties have executed this Amendment in the United States of America as of the Effective Date defined above.

CROOKED PINT LLC.

Date: _____ By: _____

Name: _____

Title: _____

FRANCHISEE:

Date: _____ By: _____

Name: _____

Title: _____

Consent to terms and Guarantee:

Guarantors, pursuant to the Guarantee, Indemnification and Acknowledgement (“Guarantee”) attached to the Franchise Agreement, acknowledge and agree that their Guarantee extends to Franchisee’s duties and obligations pursuant to this Amendment.

ACKNOWLEDGED AND CONSENTED TO ONLY:

GMOTG, LLC.

By: _____

Title: _____

Attachment A

<u>Mark</u>	<u>Serial/Registration No.</u>	<u>Registration Date</u>
	<u>Registration No.</u> <u>1,440,264</u>	<u>May 19, 1987</u>
	<u>Registration No.</u> <u>3,997,508</u>	<u>July 19, 2011</u>
	<u>Registration No.</u> <u>6,944,265</u>	<u>January 3, 2023</u>

	<u>Registration No.</u> <u>2,451,087</u>	<u>May 15, 2001</u>
GREEN MILL ON THE GO	<u>Serial No.</u> <u>90845947</u>	<u>Pending</u> <u>Registration</u> <u>Filed July 23, 2021</u>

EXHIBIT E
MULTI-UNIT DEVELOPMENT AGREEMENT

CROOKED PINT®

Multi-Unit Development Agreement

Between

Crooked Pint, LLC

And

Name of Developer(s)

Street Address

City

State

Zip Code

Phone Number

Effective Date:

(To be completed by Us)

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APPENDICES

DEVELOPMENT AREA
DEVELOPMENT SCHEDULE ACKNOWLEDGEMENT ADDENDUM STATE ADDENDUM

CROOKED PINT MULTI-UNIT DEVELOPMENT AGREEMENT

This Multi-Unit Development Agreement is made this __ day of , 202_ between Crooked Pint, LLC, a Minnesota limited liability company (“we” or “us”) and _____, a(n) _____ whose principal business address is _____ (“Developer” or “you”). If the Developer is a corporation, partnership or limited liability company, certain provisions of the Agreement also apply to your owners and will be noted.

BACKGROUND

1. We _____ have developed a unique system for the development and operation of Crooked Pint Ale House Restaurants.

2. You desire to develop and operate multiple Crooked Pint Ale House Restaurants and we, in reliance on your representations, have approved your franchise application to do so in accordance with this Agreement.

In consideration of the foregoing and the mutual covenants and consideration below, you and we agree as follows:

SECTION 1-DEFINITIONS

For purposes of this Agreement, the terms below have the following definitions:

A. “Manual” means our confidential: (i) collection of materials which contain specifications, standards, procedures, recipes, policies and recommendations for the operation of CROOKED PINT Restaurants, and (ii) any Intranet, Extranet, or password protected portion of an Internet site, and (iv) any amendments, supplements, derivative works, and replacements, whether embodied in electronic or other media.

B. “Marks” mean the Crooked Pint Ale House Marks and other trademarks, service marks and trade names we adopt, modify and change from time to time, and the trade dress and other commercial symbols used in the Restaurants. Marks also mean the trade dress, which includes the designs, color schemes and image we authorize you to use in the operation of your Restaurants from time to time.

C. “Restaurants” means the Crooked Pint Ale House Restaurants you develop and operate pursuant to this Agreement.

D. “Manager” means the individual who (i) personally invests his or her full time and attention and devotes his or her best efforts to the on-premises general management of the day-to-day operations of one of the Crooked Pint Ale House Restaurants developed pursuant to this Agreement, (ii) meets our restaurant management experience requirements, and (iii) does not participate in the active operation or management of any business other than the Restaurant.

E. “System” means the Crooked Pint Ale House System, which consists of distinctive business features, menu offerings, quality control specifications, and other procedures and service techniques, offered in a setting of distinctive layout, signage, furnishings and materials and using certain distinctive types of facilities, supplies, business techniques, methods and procedures together with sales promotion programs, all of which we may modify and change from time to time.

SECTION 2-GRANT OF DEVELOPMENT RIGHTS

The following provisions control with respect to the rights granted hereunder:

A. We grant to you, under the terms and conditions of this Agreement, the right to develop and operate Crooked Pint Ale House Restaurants (the “Restaurants”) in the Development Area described in Appendix A.

B. You are bound by the development schedule (“Development Schedule”) set forth in Appendix B. Time is of the essence for the development of each Restaurant in accordance with the Development Schedule. Each Restaurant must be developed and operated pursuant to a separate Franchise Agreement that you enter into with us pursuant to Section 4.B below.

C. The rights granted under this Agreement are limited to the right to develop and operate Restaurants located in the Development Areas, and do not include: (i) any right to sell Crooked Pint Ale House products at any location or through any other channels or methods of distribution, including the Internet (or any other existing or future form of electronic commerce); (ii) any right to sell Crooked Pint Ale House products to any person or entity for resale or further distribution; or (iii) any right to exclude, control or impose conditions on our development or operation of franchised, company or affiliate owned Restaurants at any time, except as expressly set forth in this Agreement. You may not use the name “Crooked Pint Ale House” or any of the other Marks as part of the name of your corporation, partnership, limited liability company or other entity.

You further acknowledge and agree that we and our affiliates have the right to grant other franchises or develop and operate company or affiliate-owned Crooked Pint Ale House Restaurants at any location, except that both parties agree that no Crooked Pint Ale House Restaurant will be located within a ten (10) mile radius of any other Crooked Pint Ale House Restaurant, except as Special Sites as defined below. You acknowledge and agree that we are free to operate or license others to operate restaurants at any location (regardless of proximity to one of your Restaurants) under other Marks including, but not limited to, Green Mill and Town Hall.

You acknowledge and agree that we have the right to operate and franchise others the right to operate Restaurants or any other business under the Marks or any trademarks other than the Crooked Pint Ale House Marks without paying you any compensation. We also have the right to offer, sell or distribute any products or services associated with the System (now or in the future) under the Marks or any other trademarks, service marks or trade names or through any distribution channel or method, all without paying you any compensation. The distribution channels or methods include, without limitation, grocery Restaurants, club Restaurants, convenience Restaurants, wholesale, military installations, or military commissaries.

You acknowledge and agree that we have the sole and exclusive right to develop and franchise Crooked Pint Ale House Restaurants at the following locations: (1) military bases; (2) public transportation facilities; (3) sports facilities, including race tracks; (4) student unions or other similar buildings on college or university campuses; (5) amusement and theme parks; and (6) community and special events (collectively “Special Sites”).

D. This Agreement is not a Franchise Agreement and you have no right to use in any manner the Marks by virtue of this Agreement. You have no right under this Agreement to sublicense or sub-franchise others to operate a business or restaurant or use the System or the Marks.

SECTION 3-DEVELOPMENT FEE; ROYALTY FEE

You must pay a Development Fee as described below.

A. As consideration for the rights granted in this Agreement, you pay us a "Development Fee" of \$~~45,000~~27,500~~55,000~~, representing one-half of the Initial Franchise Fee of \$45,000 for each Restaurant to be developed under this Agreement. The Development Fee is consideration for this Agreement and is non-refundable. The part of the Initial Franchise Fee that is included in the Development Fee is credited against the Initial Franchise Fee payable upon the signing of each individual Franchise Agreement. The balance of the Initial Franchise Fee for each of the Franchised Restaurants is due upon signing the individual Franchise Agreement. The balance of the Initial Franchise Fee for the first Restaurant must be paid at the time of execution of this Agreement, together with the execution by you of the Franchise Agreement for the first Restaurant. If you enter into a MUDA, you are required to develop at least three (3) Restaurants.

B. You must submit a separate application for each Restaurant to be established by you within the Development Territory as further described in Section 4. Upon our approval of the site of your Restaurant, a separate Franchise Agreement shall be executed for each such Restaurant, at which time the balance of the Initial Franchise Fee is due and owing. Such payment represents the balance of the appropriate Initial Franchise Fee. Upon the execution of each Franchise Agreement, the terms and conditions of such Franchise Agreement will control the establishment and operation of such Restaurant.

SECTION 4-DEVELOPMENT SCHEDULE

The following provisions control with respect to your development rights and obligations:

A. You must submit a separate application for each Restaurant to be established by you within the Development Area. Upon our consent to the establishment of your Restaurant, a separate Franchise Agreement must be executed for each such Restaurant. Upon the execution of each Franchise Agreement, the terms and conditions of the Franchise Agreement control the establishment and operation of such Restaurant.

B. You are bound by and strictly must follow the Development Schedule. By the dates set forth under the Development Schedule, you must enter into Franchise Agreements with us pursuant to this Agreement for the number of Restaurants described under the Development Schedule. You also must comply with the Development Schedule requirements regarding (i) signing of the leases for the Restaurants, (ii) the opening date for each Restaurant and (iii) the cumulative number of Restaurants to be open and continuously operating for business in the Development Area.

C. You may not develop a Restaurant unless: (i) at least 45 days prior to the date set forth in the Development Schedule for the execution of each Franchise Agreement, you send us a notice (a) asking that we send you our then-current franchise disclosure documents, (b) confirming your intention to develop the particular Restaurant, and (c) sending us all information necessary to complete the Franchise Agreement for the particular Restaurant; and (ii) all of the following conditions have been met (these conditions apply to each Restaurant to be developed under this Agreement):

1. Your Submission of Information. You must furnish to us, at least 30 days prior to the earliest of (i) the date set forth in the Development Schedule by which you must

and other information regarding you, the operation of any of your other Restaurants and the development and operation of the proposed Restaurant (including, without limitation, investment and financing plans for the proposed Restaurant) as we may reasonably require.

2. Your Compliance with Our Then-Current Standards for Franchisees. You must receive written confirmation from us that you meet our then-current standards for franchisees, including financial capability criteria for the development of a new Restaurant. You acknowledge and agree that this requirement is necessary to ensure the proper development and operation of your Restaurants, and preserve and enhance the reputation and goodwill of all Crooked Pint Ale House Restaurants and the goodwill of the Marks. Our confirmation that you meet our then-current standards for the development of a new Restaurant, however, does not in any way constitute a guaranty by us as to your success.

3. Good Standing. You must not be in default of this Agreement, any Franchise Agreement entered into pursuant to this Agreement or any other agreement between you or any of your affiliates and us or any of our affiliates. You also must have satisfied on a timely basis all monetary and material obligations under the Franchise Agreements for all existing Restaurants.

4. Execution of Franchise Agreement. You and we must enter into our then-current form of Franchise Agreement for the proposed Restaurant. You understand that we may modify the then-current form of Franchise Agreement from time to time and that it may be different than the current form of Franchise Agreement, including different fees and obligations; provided, however, that the initial franchise fee and royalty fee will be as provided in this Agreement. You understand and agree that any and all Franchise Agreements will be construed and exist independently of this Agreement. The continued existence of each Franchise Agreement will be determined by the terms and conditions of such Franchise Agreement. Except as specifically set forth in this Agreement, the establishment and operation of each Restaurant must be in accordance with the terms of the applicable Franchise Agreement.

D. You must construct and equip each Restaurant in accordance with our approved specifications and standards pertaining to equipment, inventory, accounting and inventory software, signage, fixtures, accessory features and design and layout. We may require you to purchase initial design, layout and interior elevation plans for each Restaurant from a designated supplier. You may be required to purchase these and other items from a single source, and that source may be us or our affiliates. You will pay the then-current price in effect for all purchases you make from us or our affiliates. You may not commence construction of a Restaurant until you have received our written consent to your plans. Any change to the building plans or any replacement, reconstruction, addition or modification in the building, interior or exterior decor or image, equipment or signage of a Restaurant to be made after our consent is granted for initial plans, whether at the request of you or of us, must be made in accordance with specifications that have received our prior written consent. You may not commence such replacement, reconstruction, addition or modification until you have received our written consent to your revised plans.

E. You acknowledge that you have conducted an independent investigation of the prospects for the establishment of Restaurants within the Development Area, and recognize that the business venture contemplated by this Agreement involves business and economic risks and that your financial and business success will be primarily dependent upon the personal efforts of

you and your management and employees. We expressly disclaim the making of, and you

acknowledge that you have not received, any estimates, projections, warranties or guaranties, express or implied, regarding potential gross sales, profits, earnings or the financial success of the Restaurants you develop under this Agreement.

F. You recognize and acknowledge that this Agreement requires you to open Restaurants in the future pursuant to the Development Schedule. You further acknowledge that the estimated expenses and investment requirements set forth in Items 6 and 7 of our Franchise Disclosure Document are subject to increase over time, and that future Restaurants likely will involve greater initial investment and operating capital requirements than those stated in the Franchise Disclosure Document provided to you prior to the execution of this Agreement. You are obligated to execute all the Franchise Agreements and open all the Restaurants on the dates set forth on the Development Schedule, regardless of: (i) the requirement of a greater investment; (ii) the financial condition or performance of your prior Restaurants; or (iii) any other circumstances, financial or otherwise. The foregoing shall not be interpreted as imposing any obligation upon us to execute the Franchise Agreements under this Agreement if you have not complied with each and every condition necessary to develop the Restaurants.

SECTION 5-TERM

Unless sooner terminated in accordance with Section 7 of this Agreement and subject to the terms detailed in Section 2.C, the term of this Agreement and all rights granted to you will expire on the date that your last Crooked Pint Ale House Restaurant is scheduled to be opened under the Development Schedule.

SECTION 6-YOUR DUTIES

You must perform the following obligations:

A. You must comply with all of the terms and conditions of each Franchise Agreement, including the operating requirements specified in each Franchise Agreement.

B. You and your owners, officers, directors, shareholders, partners, members and managers (if any) acknowledge that your entire knowledge of the operation of a Crooked Pint Ale House Restaurant and the System, including the knowledge or know-how regarding the specifications, recipes, standards and operating procedures of the services and activities, is derived from information we disclose to you and that certain information is proprietary, confidential and constitutes our trade secrets. The term "trade secrets" refers to the whole or any portion of know-how, knowledge, methods, specifications, processes, procedures and/or improvements regarding the business that is valuable and secret in the sense that it is not generally known to our competitors, any proprietary information contained in the manuals or otherwise communicated to you in writing, verbally or through the Internet or other online or computer communications and any other knowledge or know-how concerning the methods of operation of the Restaurants. You and your owners, officers, directors, shareholders, partners, members and managers (if any), jointly and severally, agree that at all times during and after the term of this Agreement, you will maintain the absolute confidentiality of all such proprietary information and will not disclose, copy, reproduce, sell or use any such information in any other business or in any manner not specifically authorized or approved in advance in writing by us. We may require that you obtain nondisclosure and confidentiality agreements in a form satisfactory to us from the individuals identified in the first sentence of this paragraph and other key employees.

C. You must comply with all federal, state and local laws, rules and regulations.

D. If neither you nor any other person in your organization possesses, in our judgment, adequate experience and skills to allow you to locate, obtain and develop prime locations in the Development Area to allow you to meet your development obligations under this Agreement, we can require that you hire or engage a person with those necessary skills.

SECTION 7-DEFAULT AND TERMINATION

The following provisions apply with respect to default and termination:

A. The rights granted to you in this Agreement have been granted in reliance on your representations and warranties, and strictly on the conditions set forth in Sections 2, 4 and 6 of this Agreement, including the condition that you comply strictly with the Development Schedule.

B. You will be deemed in default under this Agreement if you breach any of the terms of this Agreement, including the failure to meet the Development Schedule, or the terms of any Franchise Agreement or any other agreements between you or your affiliates and us or our affiliates. All rights granted in this Agreement immediately terminate upon written notice without opportunity to cure if: (i) you become insolvent, commit any affirmative action of insolvency or file any action or petition of insolvency; (ii) a receiver (permanent or temporary) of your property is appointed by a court of competent authority; (iii) you make a general assignment or other similar arrangement for the benefit of your creditors; (iv) a final judgment remains unsatisfied of record for 30 days or longer (unless a supersedeas bond is filed); (v) execution is levied against your business or property; (vi) suit to foreclose any lien or mortgage against the premises or equipment is instituted against you and not dismissed within 30 days, or is not in the process of being dismissed; (vii) you fail to meet the development obligations set forth in the Development Schedule attached as Appendix B; (viii) you fail to comply with any other provision of this Agreement and do not correct the failure within 30 days after written notice of that failure is delivered to you; or (ix) we have delivered to you a notice of termination of a Franchise Agreement in accordance with its terms and conditions.

SECTION 8-RIGHTS AND DUTIES OF PARTIES UPON TERMINATION OR EXPIRATION

Upon termination or expiration of this Agreement, all rights granted to you will automatically terminate, and:

A. All remaining rights granted to you to develop Restaurants under this Agreement will automatically be revoked and will be null and void. You will not be entitled to any refund of any fees. You will have no right to develop or operate any business for which a Franchise Agreement has not been executed by us. We will be entitled to develop and operate, or to franchise others to develop and operate, CROOKED PINT Restaurants in the Development Area, except as may be otherwise provided under any Franchise Agreement that has been executed between us and you and that has not been terminated.

B. You must immediately cease to operate your business under this Agreement and must not thereafter, directly or indirectly, represent to the public or hold yourself out as a present or former developer of ours.

C. You must take such action as may be necessary to cancel or assign to us or our designee, at our option, any assumed name or equivalent registration that contains the name "CROOKED PINT" or any other Mark of ours, and you must furnish us with evidence satisfactory to ~~us of compliance with this obligation within 30 days after termination or expiration of this Agreement.~~

us of compliance with this obligation within 30 days after termination or expiration of this Agreement.

D. You must assign to us or our designee all your right, title, and interest in and to your telephone numbers and must notify the telephone company and all listing agencies of the termination or expiration of your right to use any telephone number in any regular, classified or other telephone directory listing associated with the Marks and to authorize transfer of same at our direction.

E. All unpaid amounts will bear interest at the rate of 18% per annum or the maximum contract rate of interest permitted by governing law, whichever is less, from and after the date of accrual. In the event of termination for any default by you, the sums due will include all damages, costs, and expenses, including reasonable attorneys' fees and expenses, incurred by us as a result of the default. You also must pay to us all damages, costs and expenses, including reasonable attorneys' fees and expenses, that we incur subsequent to the termination or expiration of this Agreement in obtaining injunctive or other relief for the enforcement of any provisions of this Agreement.

F. If this Agreement is terminated solely for your failure to meet the Development Schedule and for no other reason whatsoever, you may continue to operate those existing Restaurants under the terms of the separate Franchise Agreement for each Restaurant. On the other hand, if this Agreement is terminated under any other circumstance, we have the option to purchase from you all the assets used in the Restaurants that have been developed prior to the termination of this Agreement. Assets include leasehold improvements, equipment, furniture, fixtures, signs, inventory, and transferable licenses and permits for the Restaurants.

We have the unrestricted right to assign this option to purchase. We or our assignee will be entitled to all customary warranties and representations given by the seller of a business including, without limitation, representations and warranties as to: (i) ownership, condition and title to assets; (ii) liens and encumbrances relating to the assets; and (iii) validity of contracts and liabilities, inuring to us or affecting the assets, contingent or otherwise. The purchase price for the assets of the Restaurants will be determined in accordance with the post-termination purchase option provision in the individual Franchise Agreement for each Restaurant (with the purchase price to include the value of any goodwill of the business attributable to your operation of the Restaurant if you are in compliance with the terms and conditions of the Franchise Agreement for that Restaurant). The purchase price will be paid in twelve (12) equal installments. The first installment is due at the closing of the purchase, which must take place no later than ninety (90) days after your receipt of notice of exercise of this option to purchase, at which time you must deliver instruments transferring to us or our assignee: (i) good and merchantable title to the assets purchased, free and clear of all liens and encumbrances (other than liens and security interests acceptable to us or our assignee), with all sales and other transfer taxes paid by you; and (ii) all licenses and permits of the Restaurants that may be assigned or transferred. If you cannot deliver clear title to all of the purchased assets, or in the event there are other unresolved issues, the closing of the sale will be accomplished through an escrow. We have the right to set off against and reduce the purchase price by any and all amounts owed by you to us, and the amount of any encumbrances or liens against the assets or any obligations assumed by us. You and each holder of an interest in you must indemnify us and our affiliates against all liabilities not so assumed. You must maintain in force all insurance policies required pursuant to the applicable Franchise Agreement until the closing on the sale.

G. All of our and your obligations that expressly or by their nature survive the expiration

2025 Crooked Pint, LLC MUDA

A-7

or termination of this Agreement will continue in full force and effect subsequent to and notwithstanding its expiration or termination and until they are satisfied or by their nature expire.

SECTION 9-TRANSFER

The following provisions govern any transfer:

A. We have the right to transfer all or any part of our rights or obligations under this Agreement to any person or legal entity.

B. This Agreement is entered into by us with specific reliance upon your personal experience, skills and managerial and financial qualifications. Consequently, this Agreement, and your rights and obligations under it, are and will remain personal to you. You may only Transfer your rights and interests under this Agreement if you obtain our prior written consent and you transfer all of your rights and interests under all Franchise Agreements for Restaurants in the Development Area. Accordingly, the assignment terms and conditions of the Franchise Agreements shall apply to any Transfer of your rights and interests under this Agreement. As used in this Agreement, the term "Transfer" means any sale, assignment, gift, pledge, mortgage or any other encumbrance, transfer by bankruptcy, transfer by judicial order, merger, consolidation, share exchange, transfer by operation of law or otherwise, whether direct or indirect, voluntary or involuntary, of this Agreement or any interest in it, or any rights or obligations arising under it, or of any material portion of your assets, or of any interest in you.

SECTION 10-DISPUTE RESOLUTION

The following provisions apply with respect to dispute resolution:

A. Mediation; Arbitration.

(i) Except for disputes that involve injunctive relief or specific performance actions covered under Section 10.B and prior to either party filing arbitration, the parties agree to mediate any dispute between you and us or any of our or your affiliates, including, without limitation, your owners and guarantors, arising under, out of, in connection with or in relation to this Agreement, any lease or sublease for the Restaurants or Authorized Locations, the parties' relationship, or the business. Mediation will be conducted in the county in which our headquarters are then located (currently, St. Paul, Minnesota), or at such other place as may be mutually agreeable to the parties, by a mediator or mediation program agreed to by the parties. Persons authorized to settle the dispute must attend any mediation session. The parties agree to participate in the mediation proceedings in good faith with the intention of resolving the dispute if at all possible within 30 days of the notice from the party seeking to initiate the mediation procedures. If not resolved within 30 days, or if one party refuses to participate in mediation as outlined herein, the parties are free to pursue arbitration. Mediation is a compromise negotiation for purposes of the federal and state rules of evidence, and the entire process is confidential. The parties agree that each party will pay fifty percent (50%) of the total of mediation fees and all costs associated with mediation.

(ii) Except as provided in Section 10.B., all disputes between you and us or any of our or your affiliates, including, without limitation, your owners and guarantors, that are not resolved through mediation as provided above must be submitted to binding arbitration under the authority of the Federal Arbitration Act and must be arbitrated in accordance with the then-current rules and procedures and under the auspices of the American Arbitration Association. The arbitration will be heard by a single arbitrator with at least three years' experience in franchising or franchise law and

decision of the arbitrator will be final and binding on all parties to the dispute; however, the arbitrators may not, under any circumstances: (i) stay the effectiveness of any pending termination of this Agreement; (ii) assess punitive or exemplary damages; or (iii) make any award that extends, modifies or suspends any lawful term of this Agreement or any reasonable standard of business performance that we set. A judgment may be entered upon the arbitration award by any court of competent jurisdiction.

B. Notwithstanding Section 10.A above, you recognize that the Restaurants are part of a number of Restaurants identified by the Marks and similarly situated and selling to the public similar products, and the failure on the part of a single franchisee to comply with the terms of its agreement could cause irreparable damage to us and/or to some or all of our other franchisees. Therefore, it is mutually agreed that in the event of a breach or threatened breach of any of the terms of this Agreement by you, we will forthwith be entitled to an injunction restraining such breach or to a decree of specific performance, without showing or proving any actual damage, together with recovery of reasonable attorneys' fees and other costs incurred in obtaining said equitable relief, until such time as a final and binding determination is made by the arbitrators. Similarly, it is mutually agreed that in the event of our breach or threatened breach of any of the terms of this Agreement, you will forthwith be entitled to an injunction restraining such breach or to decree of specific performance, without showing or proving any actual damage, together with recovery of reasonable attorneys' fees and other costs incurred in obtaining said equitable relief, until such time as a final and binding decision is made by the arbitrators. The foregoing equitable remedies are in addition to, and not in lieu of, all other remedies or rights that the parties might otherwise have by virtue of any breach of this Agreement by the other party. Finally, we and our affiliates have the right to commence a civil action against you or take other appropriate action for the following reasons: to collect sums of money due to us; to compel your compliance with trademark standards and requirements to protect the goodwill of the Marks; to compel you to compile and submit required reports to us; or to permit evaluations or audits authorized by this Agreement.

C. The prevailing party in any action or proceeding arising under, out of, in connection with, or in relation to this Agreement, any lease or sublease for any Restaurant developed under this Agreement, or the business will be entitled to recover its reasonable attorneys' fees and costs.

D. During the term of this Agreement, if you do not give us written notice of the alleged breach of this Agreement within one year from the date that you have knowledge of circumstances reasonably causing you to believe you may have a claim for a breach of this Agreement by us, then the alleged breach will be deemed to be waived by you in all respects and you will be barred from bringing any legal or other action against us for the alleged breach. Furthermore, upon expiration or termination of this Agreement, you may not assert any claim or cause of action against us arising under, out of, or in any way connected with or related to this Agreement, the relationship between the parties, or your Restaurants unless the claim or cause of action is commenced within one year after the effective date of the expiration or termination of this Agreement. Notwithstanding the preceding two sentences, if the one-year time limitation is prohibited by or invalid under any applicable law, then no suit or action may be commenced or maintained unless it is commenced within the shortest applicable statute of limitations.

SECTION 11-MISCELLANEOUS

The parties agree to the following provisions:

A. You agree to indemnify, defend, and hold us, our affiliates and our officers, directors, shareholders and employees harmless from and against any and all claims, losses, damages and liabilities, however caused, arising directly or indirectly from, as a result of, or in connection with, the development, use and operation of your Restaurants, as well as the costs, including attorneys' fees, of defending against them ("Franchise Claims"). Franchise Claims include, but are not limited to, those arising from any death, personal injury or property damage (whether caused wholly or in part through our or our affiliates' active or passive negligence), latent or other defects in any Restaurant, or your employment practices. In the event a Franchise Claim is made against us or our affiliates, we reserve the right in our sole judgment to select our own legal counsel to represent our interests, at your cost.

B. Should one or more clauses of this Agreement be held void or unenforceable for any reason by any court of competent jurisdiction, such clause or clauses will be deemed to be separable in such jurisdiction and the remainder of this Agreement is valid and in full force and effect and the terms of this Agreement must be equitably adjusted so as to compensate the appropriate party for any consideration lost because of the elimination of such clause or clauses.

C. No waiver by us of any breach by you, nor any delay or failure by us to enforce any provision of this Agreement, may be deemed to be a waiver of any other or subsequent breach or be deemed an estoppel to enforce our rights with respect to that or any other or subsequent breach. This Agreement may not be waived, altered or rescinded, in whole or in part, except by a writing signed by you and us. This Agreement together with the application form executed by you requesting us to enter into this Agreement constitute the sole agreement between the parties with respect to the entire subject matter of this Agreement and embody all prior agreements and negotiations with respect to the business. You acknowledge and agree that you have not received any warranty or guarantee, express or implied, as to the potential volume, profits or success of your business. There are no representations or warranties of any kind, express or implied, except as contained in this Agreement. Nothing in the Agreement or in any related agreement is intended to disclaim the representations we made in the franchise disclosure document that we furnished to you.

D. Except as otherwise provided in this Agreement, any notice, demand or communication provided for must be in writing and signed by the party serving the same and either delivered personally or by a reputable overnight service or deposited in the United States mail, service or postage prepaid and addressed as follows:

1. If intended for us, addressed to:

President, Crooked Pint, LLC
1342 Grand Avenue
St. Paul, MN 55105

2. If intended for you, addressed to you at

or, in either case, to such other address as may have been designated by notice to the other party. Notices for purposes of this Agreement will be deemed to have been received if mailed or delivered as provided in this ~~subparagraph~~[subsection](#).

E. Any modification, consent, approval, authorization or waiver granted in this Agreement required to be effective by signature will be valid only if in writing executed by you or, if on behalf of us, in writing executed by one of our officers.

F. The following provisions apply to and govern the interpretation of this Agreement, the parties' rights under this Agreement, and the relationship between the parties:

1. Applicable Law, Waiver and Venue. Subject to our rights under federal trademark laws, the parties' rights under this Agreement, and the relationship between the parties, is governed by, and will be interpreted in accordance with, the laws (statutory and otherwise) of the state of Minnesota, although you expressly and affirmatively acknowledge and agree that any Minnesota franchise or business opportunity law will not apply, unless you are a Minnesota resident or your Restaurants are located in Minnesota. You waive, to the fullest extent permitted by law, the rights and protections that might be provided through the laws of any other state. This Agreement may be deemed to be

amended from time to time as may be necessary to bring any of its provisions into conformity with valid applicable laws or regulations. Subject to Section 11.A, any cause of action, claim, suit or demand allegedly arising from or related to the terms of this Agreement or the relationship of the parties must be brought in the Federal District Court for the District of Minnesota or in District Court in Minneapolis, Minnesota. Both parties hereto irrevocably admit themselves to, and consent to, the exclusive jurisdiction of said courts. The provision of this Section will survive the termination of this Agreement. You are aware of the business purposes and needs underlying the language of this Section, and with a complete understanding thereof, agree to be bound in the manner set forth.

2. Our Rights. Whenever this Agreement provides that we have a certain right, that right is absolute and the parties intend that our exercise of that right will not be subject to any limitation or review. We have the right to operate, administrate, develop, and change the System in any manner that is not specifically precluded by the provisions of this Agreement, although this right does not modify the express limitations set forth in this Agreement.

3. Our Reasonable Business Judgment. Whenever we reserve discretion in a particular area or where we agree to exercise our rights reasonably or in good faith, we will satisfy our obligations whenever we exercise ~~Reasonable Business Judgment~~reasonable business judgment in making our decision or exercising our rights. Our decisions or actions will be deemed to be the result of ~~Reasonable Business Judgment~~reasonable business judgment, even if other reasonable or even arguably preferable alternatives are available, if our decision or action is intended, in whole or significant part, to promote or benefit the System generally even if the decision or action also promotes our financial or other individual interest. Examples of items that will promote or benefit the System include, but are not limited to, enhancing the value of the Marks, improving customer service and satisfaction, improving product quality, improving uniformity, enhancing or encouraging modernization and improving the competitive position of the System.

G. All parties hereby waive any and all rights to a trial by jury in connection with the enforcement or interpretation by judicial process of any provision of this Agreement, and in connection with allegations of state or federal statutory violations, fraud, misrepresentation or similar causes of action or any legal action initiated for the recovery of damages for breach of this Agreement.

H. You and us and our affiliates agree to waive, to the fullest extent permitted by law, the right to or claim for any punitive or exemplary damages against the other and agree that in the event of any dispute between them, each will be limited to the recovery of actual damages sustained.

I. You and we are independent contractors. Neither party is the agent, legal representative, partner, subsidiary, joint venturer or employee of the other. Neither party may obligate the other or represent any right to do so. This Agreement does not reflect or create a fiduciary relationship or a relationship of special trust or confidence.

J. In the event of any failure of performance of this Agreement according to its terms by any party due to force majeure will not be deemed a breach of this Agreement. For purposes of this Agreement, "force majeure" shall mean acts of God, State or governmental action, riots, disturbance, war, strikes, lockouts, slowdowns, prolonged shortage of energy supplies or any raw material, epidemics, fire, flood, hurricane, typhoon, earthquake, lightning and explosion or other similar event or condition, not existing as of the date of signature of this Agreement, not reasonably foreseeable as of such date and not reasonably within the control of any party hereto, which prevents in whole or in material part the performance by one of the parties hereto of its obligations hereunder.

K. We will designate the "Effective Date" of this Agreement in the space provided on the cover page. If no Effective Date is designated on the cover page, the Effective Date is the date when we sign this Agreement.

IN WITNESS WHEREOF, the parties have executed the foregoing Agreement as of the dates written below.

DEVELOPER:

FRANCHISOR:

CROOKED PINT, LLC

Date:

Date:

By:

By:

Its:

APPENDIX A
DEVELOPMENT AREA

ACKNOWLEDGMENT ADDENDUM TO CROOKED PINT MULTI-UNIT DEVELOPMENT AGREEMENT

As you know, you and we are entering into Multi-Unit Development Agreement for the development and operation of Crooked Pint Ale House Restaurants. The purpose of this Acknowledgment Addendum is to determine whether any statements or promises were made to you that we have not authorized or that may be untrue, inaccurate or misleading, and to be certain that you understand the limitations on claims that may be made by you by reason of the offer and sale of the franchise and operation of your business. Please review each of the following questions carefully and provide honest responses to each question.

Acknowledgments and Representations*

1. Do you understand that the franchise granted is for the right to develop and operate the Restaurants in the Development Area, as stated in Section 2.B, and that, according to Section 2.D, we and our affiliates have the right to distribute products through alternative methods of distribution and to issue franchises or operate competing businesses for or at locations, as we determine?

Check one: () Yes () No. If no, please comment:

2. Do you understand that the success or failure of the development and operation of your Restaurants will depend in large part upon your skills and experience, your business acumen, your location, the local market for CROOKED PINT Products, interest rates, the economy, inflation, the number of employees you hire and their compensation, competition and other economic and business factors? Further, do you understand that the economic and business factors that exist at the time you open your **Business**business may change?

Check one () Yes () No. If no, please comment:

YOU UNDERSTAND THAT YOUR ANSWERS ARE IMPORTANT TO US AND THAT WE WILL RELY ON THEM. BY SIGNING THIS ADDENDUM, YOU ARE REPRESENTING THAT YOU HAVE CONSIDERED EACH QUESTION CAREFULLY AND RESPONDED TRUTHFULLY TO THE ABOVE QUESTIONS. IF MORE SPACE IS NEEDED FOR ANY ANSWER, CONTINUE ON A SEPARATE SHEET AND ATTACH.

APPROVED ON BEHALF OF
CROOKED PINT, LLC

Signed:

By:
Print Name:
Date:

By:
Print Name:
Date:

*Such representations are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Illinois Franchise Disclosure Act or under the Maryland Franchise Registration and Disclosure Law.

ADDENDUM TO
CROOKED PINT ~~ALE HOUSE~~ ALEHOUSE
MULTI-UNIT DEVELOPMENT AGREEMENT FOR THE
STATE OF ILLINOIS

Illinois law governs the Franchise Agreement(s).

The initial development fees will be deferred until Franchisor has met its initial obligations to franchisee, and franchisee has commenced doing business. This financial assurance requirement was imposed by the Office of the Illinois Attorney General due to Franchisor's financial condition.

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.

Your rights upon Termination and Non-Renewal are set forth in Sections 19 and 20 of the Illinois Franchise Disclosure Act.

In conformance with Section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

FRANCHISEE:

FRANCHISOR:

CROOKED PINT, LLC

By: _____

Its: _____

By: _____

Its: _____

ADDENDUM TO
CROOKED PINT ~~ALE HOUSE~~ ALEHOUSE
MULTI-UNIT DEVELOPMENT AGREEMENT FOR THE
STATE OF NORTH DAKOTA

This Addendum pertains to franchises sold in the State of North Dakota and is for the purpose of complying with North Dakota statutes and regulations. Notwithstanding anything which may be contained in the body of the Franchise Agreement, the Agreement is amended to include the following:

1. Section 8 of the Multi-Unit Development Agreement is revised to delete Franchisee's agreement to pay termination or liquidated damages.
2. Notwithstanding anything contained in Section 10 of the Multi-Unit Development Agreement, any mediation or arbitration proceeding must take place at a location as may be mutually agreed upon by the parties and will not be remote from the Franchisee's place of business.
3. Section 11 of the Multi-Unit Development Agreement is revised to delete the waiver of rights to a trial by jury which is considered unenforceable in the State of North Dakota.
4. Section 11 of the Multi-Unit Development Agreement is hereby revised to delete the waiver of punitive damages which is considered unenforceable in the State of North Dakota.
5. Section 11 of the Multi-Unit Development Agreement is revised to include the following language:

"Requiring a franchisee to consent to the jurisdiction of courts in a remote location from the franchisee's business is not enforceable under North Dakota law."
6. Except as amended herein, the Franchise Agreement will be construed and enforced in accordance with its terms.

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 registration 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.

Each of the undersigned hereby acknowledges having read and understood this Addendum and consents to be bound by all of its terms.

FRANCHISEE:

FRANCHISOR:

CROOKED PINT, LLC

By: _____ By: _____
Its: _____ Its: _____

EXHIBIT ~~E~~F
Confidential Disclosure Agreement and Receipt

CONFIDENTIAL DISCLOSURE AGREEMENT AND RECEIPT

CONFIDENTIAL DISCLOSURE AGREEMENT

We at Crooked Pint, LLC are interested in discussing the possibility of you becoming a franchisee.

It is our intent to share all manuals, recipes, drawings, plans, materials, material sources, methods, techniques, processes, records, business plans, market research and other information (collectively, "Proprietary Information") to enable you to decide if you wish to proceed with a CROOKED PINT ALE HOUSE Restaurant. We wish to maintain the confidentiality of our Proprietary Information. Therefore, you agree not to copy or try to duplicate the Crooked Pint Ale House Restaurant concept.

Your acceptance of the terms of this confidential disclosure agreement indicates that:

- 1) You agree to maintain as confidential the Proprietary Information;
- 2) You agree not to disclose the Proprietary Information to anyone without our prior written approval;
- 3) You agree not to design, manufacture, distribute, or sell or assist others in designing, manufacturing, distributing, or selling products or services of any type relating directly to CROOKED PINT ALE HOUSE Restaurants, services or products without receiving our written approval;
- 4) You agree not to reproduce any of the Proprietary Information and to return to us all Proprietary Information received by you immediately upon our request.

Upon a breach or threatened breach by you of this Agreement, we are entitled to immediate injunctive relief and any other equitable remedies, as well as all available remedies at law.

If these terms are acceptable to you, please indicate your acceptance by signing below.

Accepted and agreed to this ____ day of _____, 20__.

Signature

Print Name

EXHIBIT F
List of Franchisees

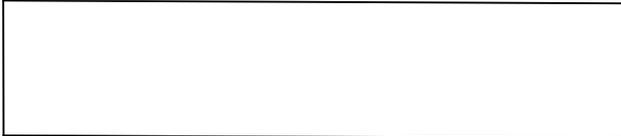
~~Orion Hospitality Group, LLC
15668 Pilot Knob Road
Apple Valley, MN 55124
(952) 891-3883~~

~~CP Maplewood II, LLC 1734 Adolphus St.
Maplewood, MN 55117 (651) 252-6500~~

~~CP Duluth, Inc.
1402 W. Arrowhead Road
Duluth, MN 55811
(218) 464-4129~~

~~Orion Hospitality Group, LLC 125 1st Ave. N.E.
Faribault, MN 55021 (507) 497-1272~~

CP Waite Park, LLC 58 Division Street Waite Park, MN 56387 (320) 774-3929	GM Grand Forks, LLC 1930 S. Columbia Road Grand Forks, ND 58201 (701) 780-9000 Elmwood Hospitality, LLC 2020 W. Russell St. Sioux Falls, SD 57104 (605) 331-2050
‡GM Fargo, LLC 3340 13th Avenue South Fargo, ND 58103 (701) 298-8000	CP Rochester, Inc. 2723 Commerce Dr. NW Rochester, MN 55901 (507) 282-4222
CP Chaska, Inc.* 3210 Chaska Blvd. Chaska, MN 55318 (952) 361-6794	The Appian Way Company LLC 501 South Washington Avenue Minneapolis, MN 55415 (612) 877-6900
CPH Lyndale, Inc. d/b/a Harriet's Inn* 4000 Lyndale Ave. South Minneapolis, MN 55409 (651) 271-2675	



~~J&KB Holdings, LLC dba Crooked Pint Onalaska
9348 WI-16, STE 232
Onalaska, WI 54650
(608) 615-1090~~

~~Gazh, LLC
6151 N. 99th Ave. Glendale, AZ 85305
(602) 603-5810~~

~~Crooked Pint Savage Pertinacity Inc.~~

~~14120 State Highway 13 Savage, MN 55378~~

NOT YET OPERATIONAL AT 12/31/23:
CPH Lyndale, Inc.—Mankato, MN

EXHIBIT G
Form of Release Agreement
LIST OF FRANCHISEES

<u>Orion Hospitality Group LLC</u> <u>15668 Pilot Knob Road</u> <u>Apple Valley, MN 55124</u> <u>(952) 891-3883</u>	<u>CP Maplewood II, LLC</u> <u>1734 Adolphus St.</u> <u>Maplewood, MN 55117</u> <u>(651) 252-6500</u>
<u>CP Duluth, Inc.</u> <u>1402 West Arrowhead Road, Suite 100</u> <u>Duluth, MN 55811</u> <u>(218) 464-4129</u>	<u>CP Waite Park, LLC</u> <u>58 Division Street</u> <u>Waite Park, MN 56387</u> <u>(320) 774-3929</u>
<u>Orion Hospitality Group, LLC</u> <u>125 1st Ave. N.E.</u> <u>Faribault, MN 55021</u> <u>(507) 497-1272</u>	<u>Elmwood Hospitality LLC</u> <u>2020 West Russell Street</u> <u>Sioux Falls, SD 57104</u> <u>(605) 331-2050</u>
<u>CP Chaska, Inc.</u> <u>3210 Chaska Blvd.</u> <u>Chaska, MN 55318</u> <u>(952) 361-6794</u>	<u>J&KB Holdings, LLC</u> <u>9348 State Highway WI-16</u> <u>Onalaska, WI 54650</u> <u>(608) 615-1090</u>
<u>CPH Lyndale, Inc.</u> <u>1850 Madison Ave</u> <u>Mankato, MN 56001</u> <u>(507) 810-4180</u>	<u>GAZH., LLC</u> <u>6151 N. 99th Ave.</u> <u>Glendale, AZ 85305</u> <u>(602) 603-5810</u>
<u>CP Rochester, Inc.</u> <u>2723 Commerce Dr. NW</u> <u>Rochester, MN 55901</u> <u>(507) 206-3019</u>	<u>Pertinacity, Inc.</u> <u>14120 State Highway 13</u> <u>Savage, MN 55378</u> <u>(952) 353-9652</u>
<u>The Appian Way Company LLC</u> <u>501 South Washington Avenue</u> <u>Minneapolis, MN 55415</u> <u>(612) 877-6900</u>	

SAMPLE EXHIBIT H
FORM OF RELEASE AGREEMENT

SAMPLE
FORM OF RELEASE AGREEMENT
(Subject to Change by Crooked Pint, LLC)

For and in consideration of the agreements and covenants described below, Crooked Pint, LLC (“Franchisor”) and (“Franchisee”) enter into this Release of Claims (“Agreement”).

RECITALS

- A. Franchisor and Franchisee entered into a Crooked Pint Ale House Franchise Agreement dated _____.
- B. [NOTE: Describe the circumstances relating to the release.]
- C. Subject to and as addressed with greater specificity in the terms and conditions set forth below, Franchisor and Franchisee now desire to settle any and all disputes that may exist between them relating to the Franchise Agreement.

AGREEMENTS

1. **Consideration.** [NOTE: Describe the consideration paid.]
- 2-3. [NOTE: Detail other terms and conditions of the release.]

4. Release of Claims by Franchisor. Except as noted in this Section 4, and subject to your compliance with the terms and conditions of this Agreement, including the payment of \$ _____ to Franchisor, for itself, its predecessors, successors, assigns, affiliates, directors, officers, shareholders, and employees (collectively and individually referred to as the “Franchisor Parties”), hereby release and forever discharge Franchisee, its heirs, successors and assigns, affiliates, directors, officers and shareholders, and any other party claiming an interest through them (collectively and individually referred to as the “Franchisee Parties”) from any and all claims, debts, liabilities, demands, obligations, costs, expenses, actions and causes of action, whether known or unknown, vested or contingent, which you may now or in the future own or hold, that in any way relate to the Franchise Agreement (collectively, “Claims”), for known or unknown damages or other losses including but not limited to, any alleged violations of any deceptive or unfair trade practices laws, franchise laws, or other local, municipal, state, federal, or other laws, statutes, rules or regulations, and any alleged violations of the Franchise Agreement or any other related agreement between you and Franchisor or your affiliate and Franchisor.

The Franchisor Parties do not release the Franchisee Parties from any obligations arising by virtue of this Agreement and the Franchisee Parties’ failure to comply with those obligations. Further, the Franchisor Parties do not release the Franchisee Parties from any Claims related to Franchisee’s (i) indemnification obligations under Section ___ of the Franchise Agreement, (ii) non-disclosure obligations under Section ___ of the Franchise Agreement, and (iii) post-termination non-compete obligations under Section ___ of the Franchise Agreement, each of which remain in full force and effect and are incorporated by reference in this Agreement.

5. Release of Claims by Franchisee. In consideration of the other terms and conditions of this Agreement, the receipt and sufficiency of which is hereby acknowledged, the Franchisee Parties release and forever discharge the Franchisor Parties of and from any and all Claims, for known or unknown damages or other losses including but not limited to, any alleged violations of any deceptive or unfair trade practices laws, franchise laws, or other local, municipal, state, federal, or other laws, statutes, rules or

regulations, and any alleged violations of the Franchise Agreement or any other related agreement between you and Franchisor or your affiliate and Franchisor.

The Franchisee Parties do not release the Franchisor Parties from any obligations arising by virtue of this Agreement and the Franchisor Parties' failure to comply with those obligations.

6. Acknowledgment. The releases of Claims set forth in Section 4 and Section 5 are intended by the Franchisor Parties and the Franchisee Parties (collectively, the "Parties") to be full and unconditional general releases, as that phrase is used and commonly interpreted, extending to all claims of any nature, whether or not known, expected or anticipated to exist in favor of the one of the Parties against the other Party regardless of whether any unknown, unsuspected or unanticipated claim would materially affect settlement and compromise of any matter mentioned herein. In making this voluntary express waiver, the Parties acknowledge that claims or facts in addition to or different from those which are now known to exist with respect to the matters mentioned herein may later be discovered and that it is the Parties' respective intentions to hereby fully and forever settle and release any and all matters, regardless of the possibility of later discovered claims or facts. This Release is and shall be and remain a full, complete and unconditional general release. The Parties further acknowledge and agree that no violation of this Agreement shall void the releases set forth in this Agreement.

7. Reservation of Claims Against Non-Settling Parties. Franchisor and Franchisee expressly reserve their right and claims against any non-settling persons, firms, corporations, or other entities for whatever portion or percentage their damages are found to be attributable to the wrongful conduct of said non-settling parties.

8. Entire Agreement. This Agreement constitutes the entire agreement between the parties relative to the subject matter contained herein, and all prior understandings, representations and agreements made by and between the parties relative to the contents contained in this Agreement are merged into this Agreement.

9. Voluntary Nature of Agreement. The parties acknowledge and agree that they have entered into this Agreement voluntarily and without any coercion. The parties further represent that they have had the opportunity to consult with an attorney of their own choice, that they have read the terms of this Agreement, and that they fully understand and voluntarily accept the terms.

10. Governing Law and Jurisdiction. This Agreement will be construed and enforced in accordance with the law of the state of .

11. Attorneys' Fees. All rights and remedies under this Agreement shall be cumulative and none shall exclude any other right or remedy allowed by law. In the event of a breach of this Agreement that requires one of the parties to enforce the terms and conditions of this Agreement, the non-prevailing party shall pay the prevailing party's attorneys' fees and costs incurred by reason of the breach.

[Signature page follows]

[Signature Page to Release Agreement]

Dated: _____, 20__

CROOKED PINT, LLC

By: _____
Its: _____

Dated: _____, 20__

FRANCHISEE:

By: _____
Its: _____

EXHIBIT H-
State Addenda I
STATE ADDENDA

ADDENDUM TO CROOKED PINT ALE HOUSE DISCLOSURE DOCUMENT FOR THE
STATE OF MINNESOTA

~~The following applies to franchises and franchisees subject to Minnesota statutes and regulations. Item numbers correspond to those in the main body.~~

This addendum to effectively amends and revises the Disclosure Document and Franchise Agreement as follows:

1. Item 13 of the Disclosure Document and Article 6 of the Franchise Agreement are amended by the addition of the following language to the original language that appears therein:

“In accordance with applicable requirements of Minnesota law, Franchisor shall protect Franchisee’s right to use the trademarks, service marks, trade names, logotypes or other commercial symbols and/or shall indemnify Franchisee from any loss, costs or expenses arising out of any claim, suit or demand regarding such use.”

2. Item 17 of the Disclosure Document and Articles 12 and 14 of the Franchise Agreement are amended by the addition of the following language to the original language that appears therein:

“With respect to franchises governed by Minnesota law, the franchisor will comply with Minnesota Statutes Sec. 80C.14, Subds.3, 4 and 5, which require (except in certain specified cases) that a franchisee be given 90 days’ notice of termination (with 60 days to cure) and 180 days’ notice for non-renewal of the franchise agreement and that consent to the transfer of the franchise will not be unreasonably withheld.”

~~The State Cover Page of the Disclosure Document and~~ 3. Item 17 of the Disclosure Document are modified by the addition, Article 16 of the following Franchise Agreement and Section 12 of the Multi-Unit Operator Agreement are amended by the addition of the following language to amend the Governing Law, Jurisdiction and Venue, and Choice of Forum sections:

“Minn. Stat. §Sec. 80C.21 and Minn. Rule ~~2860.4400J~~2860.4400(J) prohibit ~~us~~the franchisor from requiring litigation to be conducted outside ~~of~~Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document ~~shall or agreements can~~ abrogate or reduce any of ~~your~~the franchisee’s rights as provided for in ~~Minn. Stat. § 80C. or your~~Minnesota Statutes, Chapter 80C, or franchisee’s rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.”

~~“These franchises have been registered under the Minnesota Franchise Act. Registration does not constitute approval, recommendation or endorsement by the Commissioner of Commerce of Minnesota or a finding by the Commissioner that the information provided herein is true, complete and not misleading.”~~

~~“The Minnesota Franchise Act makes it unlawful to offer or sell any franchise in this state which is subject to registration without first providing to the franchisee, at least 7 days prior to the~~

~~execution by the prospective franchisee of any binding franchise or other agreement, or at least 7 days prior to the payment of any consideration by the franchisee, whichever occurs first, a copy of this Disclosure Document, together with a copy of all proposed agreements relating to the franchise. This Disclosure Document contains a summary only of certain material provisions of the franchise and multi-unit development agreement. The contract or agreement should be referred to for an understanding of all rights and obligations of both the franchisor and the franchisee.~~

4. ~~Item 13~~17 of the Disclosure Document, ~~under the heading “Trademarks,” shall be supplemented by the addition of the following paragraph:~~Articles 12 and 13 of the Franchise

~~“The Minnesota Department of Commerce requires that a franchisor indemnify Minnesota franchisees against liability to third parties resulting from claims by third parties that the franchisee’s use of the franchisor’s trademark infringes upon the trademark rights of the third party. The franchisor does not indemnify against the consequences of a franchisee’s use of a franchisor’s trademark except in accordance with the requirements of the franchise agreement, and as the condition to an indemnification, the franchisee must provide notice to the franchisor of any such claim immediately and tender the defense of the claim to the franchisor. If the franchisor accepts tender of defense, the franchisor has the right to manage the defense of the claim, including the right to compromise, settle or otherwise resolve the claim, or to determine whether to appeal a final determination of the claim. You must cooperate in the defense in any reasonable manner we prescribe with any direct cost of such cooperation to be borne by us.”~~

~~The last paragraph of Item 17 of the Disclosure Document shall be supplemented~~Agreement is amended by the addition of the following language to the original language that appears therein:

~~“Any condition, stipulation or provision, including any choice of law provision, purporting to bind any person who, at the time of acquiring a franchise is a resident of the State of Minnesota or in the case of a partnership or corporation, organized or incorporated under the laws of the State of Minnesota, or purporting to bind a person acquiring any franchise to be operated in the State of~~

~~Minnesota to waiver compliance or which has the effect of waiving compliance with any provision of the Minnesota Franchise Law is void. Green Mill Restaurants, LLC will comply with Minn. Stat. § 80C.14, subds. 3, 4 and 5, which requires, except in certain specified cases, that a franchisee be given 90 days notice of termination (with 60 days to cure) and 180 days notice of for nonrenewal of the Franchise Agreement.”~~

~~“Minnesota Minn. Rule 2860.4400D prohibits a franchisor from requiring a franchisee to assent to a general release, assignment, novation or waiver that would relieve any person from liability imposed by Minnesota Statutes §§80C.01—80C.22.”~~

5. Any reference to liquidated damages in the Franchise Agreement is hereby deleted in accordance with Minn. Rule 2860.4400J which prohibits requiring you to consent to liquidated damages.

6. Item 6, Insufficient Fund Fees: NSF fees are governed by Minnesota Statute 604.113; which puts a cap of \$30 on an NSF check. This applies to everyone in Minnesota who accepts checks except banks.

7. Under Minn. Rule 2860.440J, the franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. A court will determine if a bond is required. The appropriate sections of the Franchise Agreement are hereby amended accordingly.

8. The Limitations of Claims must comply with Minnesota Stat 80C.17, subd.5.

9. Minnesota Rules 2860.4400(G) prohibits a Franchisor from imposing on a Franchisee by contract or rule, whether written or oral, any standard of conduct that is unreasonable.

10. 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.

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed and delivered this Addendum dated :

CROOKED PINT ALE HOUSE

By:
Name:
Title:

FRANCHISEE:

By:
Name:
Title:

ADDENDUM TO CROOKED PINT ALE HOUSE DISCLOSURE DOCUMENT FOR THE
STATE OF NORTH DAKOTA

The following applies to franchises and franchisees subject to North Dakota statutes and regulations. Item numbers correspond to those in the main body:

Item 17.

1. Item 17(c): You must sign a general release if you renew your franchise. This provision may be unenforceable under Section 51-19-09 of the North Dakota Franchise Investment Law.
2. Item 17(i): Franchisee is not required to consent to termination or liquidated damages under the Multi-Unit Development Agreement.
3. Item 17(r): Covenants not to compete such as those mentioned in Item 17(r) are generally considered unenforceable in the State of North Dakota.
4. Item 17(u): Any mediation or arbitration proceeding (under either the Franchise Agreement or Multi-Unit Development Agreement) will take place at a location as may be mutually agreed upon by the parties and will not be remote from the Franchisee's place of business.
5. Item 17(v): The North Dakota Securities Commissioner has held that requiring franchisees to consent to the jurisdiction of courts outside of North Dakota is unfair, unjust or inequitable with the intent of Section 51-19-09 of the North Dakota Franchise Investment Law.
6. Item 17(w): North Dakota law will apply if the franchisee is a resident of North Dakota or the franchised business will be located in North Dakota.

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 registration 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.

ADDENDUM TO CROOKED PINT ALE HOUSE DISCLOSURE DOCUMENT FOR THE
STATE OF WISCONSIN

The following information applies to franchises and franchisees subject to the Wisconsin Fair Dealership Law. The Item number corresponds to those in the main body:

Item 17.

1. For all franchisees residing in the State of Wisconsin, we will provide you at least 90 days' prior written notice of termination, cancellation, or substantial change in competitive circumstances. The notice will state all the reasons for termination, cancellation, or substantial change in competitive circumstances and will provide that you have 60 days in which to cure any claimed deficiency. If this deficiency is cured within 60 days, the notice will be void. If the reason for termination, cancellation, or substantial change in competitive circumstances is nonpayment of sums due under the franchise, you will have 10 days to cure the deficiency.

2. For Wisconsin franchisees, Ch. 135, Stats., the Wisconsin Fair Dealership Law, supersedes any provisions of the Franchise Agreement or a related contract which is inconsistent with the Law.

EXHIBIT IJ
Third Party Supplier Agreements
THIRD PARTY SUPPLIER AGREEMENTS
(~~ATTACHED~~ATTACH INGAGE AND
***RESTAURANT 365*)**

EXHIBIT JK
Operating Manual Table of Contents



[My Courses](#) [My Calendar](#) [Course Catalog](#)

[Enrolled](#) [Completed Transcript](#)

	Title	% Complete	Status	Enroll
	Server and Bartender Training	0%	O Not Attempted	2022-05-
	Host Training	0%	O Not Attempted	2022-05-
	New/LTO Menu Training	0%	O Not Attempted	2022-05-
	Crooked Pint General Manager Training/Tests	0%	O Not Attempted	2022-05-
	NEW STORE OPENING Server Bartender Tests	0%	O Not Attempted	2022-05-
	NEW STORE OPENING Host Tests	0%	O Not Attempted	2022-05-
	Manager - Harassment Prevention Training	0%	O Not Attempted	2022-05-
	Hourly Employees - Harassment Prevention Training	0%	O Not Attempted	2022-05-
	GreenMill On The Go Training	10%	Started	2022-05-

Legend: [7:4> Launch Course: Click to Open the Course or Unit](#)

[7\). Course: Open to View Units](#)

Enrolled Completed Transcript

Enrolle

	Title	% Complete	Status-	Enroll-
no.	Server and Bartender Training	0%	Q Not Attempted	2022-05-
	Host Training	0%	Q Not Attempted	2022-05-
	New/LTO Menu Training	0%	Q Not Attempted	2022-05-
	Crooked Pint General Manager Training/Tests	0%	Q Not Attempted	2022-05-
	NEW STORE OPENING Server Bartender Tests	0%	Q Not Attempted	2022-05-
Ink	NEW STORE OPENING Host Tests	0%	Q Not Attempted	2022-05-
	Manager - Harassment Prevention Training	0%	Q Not Attempted	2022-05-
	Hourly Employees - Harassment Prevention Training	0%	Q Not Attempted	2022-05-
	GreenMill On The Go Training	10%	Started	2022-05-



[Click to Open the Course or Unit View Courses](#)

[M. Course: Open to View Units and/or](#)

EXHIBIT ~~K~~ State Effective
Dates
STATE EFFECTIVE DATES

STATE EFFECTIVE DATES

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the states, 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 Franchise Disclosure Document is registered, on file or exempt from registration in the following states having franchise registration and disclosure laws, with the following effective dates:

Minnesota	July 13, 2023
North Dakota	June 9, 2023
South Dakota	June 9, 2023
Wisconsin	May 23, 2023

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
ReceiptsM
RECEIPTS

RECEIPT

This Disclosure Document summarizes certain provisions of the Franchise Agreement and other information in plain language. Read this Disclosure Document and all agreements carefully.

Except as noted below, if Crooked Pint, LLC offers you a franchise, we must provide this Disclosure Document to you at the earlier of 14 calendar days before you sign a binding agreement or payment of consideration to us.

If Crooked Pint, LLC offers you a franchise in New York, we must provide this Disclosure Document to you at the earlier of the first personal meeting or 10 business days before the signing of a binding agreement or payment of any consideration to us.

If Crooked Pint, LLC offers you a franchise in Iowa or Michigan, we must provide this Disclosure Document to you at least 10 business days before the execution of any binding agreement or payment of any consideration to us.

If we do not deliver this Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C., 20580 and the State Agency referred to in Exhibit A.

The name, principal business address and telephone number of ~~each~~the franchise seller offering the franchise: Paul Dzubnar, 1342 Grand Avenue, St. Paul, Minnesota 55105, (651) 203-3100; ~~and Michael Drummer, 340 Map Drive, Mankato, Minnesota 56001, (507) 386-1060.~~

Issuance Date: ~~May 29~~August 22, 2024~~2025~~

I received a Franchise Disclosure Document dated ~~May 29~~August 22, 2024~~2025~~. This Disclosure Document included the following Exhibits: A) List of State Agencies and Agents for Service of Process; B) Financial Statements; C) Franchise Agreement; D) Multi-Unit Development Agreement; E) Confidential Disclosure Agreement; F) List of Franchisees; G) Form of Release Agreement; H) State Addenda; I) Third Party Supplier Agreements; J) Operating Manual Table of Contents; K) State Effective Dates; and L) Receipts.

Date: _____ Signed: _____

Print Name: _____

Address: _____

City: _____ State _____

Phone () _____ Zip _____

Date: _____ Signed: _____

Print Name: _____

Address: _____

City: _____ State _____

Phone () _____ Zip _____

Copy for Franchisee

RECEIPT

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Date: _____ Signed: _____

Print Name: _____

Address: _____

City: _____ State _____

Phone () _____ Zip _____

Date: _____ Signed: _____

Print Name: _____

Address: _____

City: _____ State _____

Phone () _____ Zip _____

Copy for Crooked Pint, LLC

RECEIPT

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Summary report:	
Litera Compare for Word 11.8.0.56 Document comparison done on 9/18/2025 5:55:46 PM	
Style name: TaftStandard	
Intelligent Table Comparison: Active	
Original filename: C:\Users\jcaserio\AppData\Local\Litera\Temp\1684415967\2024 - Crooked Pint FDD.pdf	
Modified filename: C:\Users\jcaserio\Desktop\2025 Crooked Pint - GMOTG Co-Branded FDD (Final - Minnesota).pdf	
Changes:	
<u>Add</u>	2947
Delete	1855
Move From	28
<u>Move To</u>	28
<u>Table Insert</u>	62
Table Delete	49
<u>Table moves to</u>	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	143
Embedded Excel	0
Format changes	0
Total Changes:	5112