Southern Wisconsin Huts LLC
Business Plan

Southern Wisconsin Huts LLC intends to operate the Pizza Hut located at 1410 N Johns St Dodgeville WI 53533.

This will be a typically run Pizza Hut selling made to order pizza, chicken wings, pasta, sandwiches, breadsticks and desserts for dine-in as well as carryout and delivery.
Beer will also be offered for dine-in guests only.
Orders for beer will occur at either the order counter or from a table server where ID checking will also take place.

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FIRST AMENDMENT TO ASSET PURCHASE AGREEMENT

This First Amendment to Asset Purchase Agreement (this "**Amendment**") is dated May 2, 2022, and is between FREELAND GROUP RESTAURANTS, INC., an Indiana corporation ("**Freeland**"), ROCKFORD HUTS, LLC, an Indiana limited liability company ("**Rockford Huts**"), and SOUTHERN WISCONSIN HUTS, LLC, an Indiana limited liability company ("**Southern WI Huts**") (Freeland, Rockford Huts and Southern WI Huts each referred to herein as a "**Buyer Entity**" and collectively as the "**Buyer**"); PIZZA HUT OF SOUTHERN WISCONSIN, INC., a Wisconsin corporation (together with its Subsidiaries and Related Entities included on the signature pages hereto, each a "**Seller Entity**" and together the "**Seller**"); Seller's key principal, RICHARD DIVELBISS ("**Divelbiss**" and together with those Related Persons and individuals whose names appear as Seller's principals on the signature pages hereto, the "**Shareholders**").

WHEREAS, Seller, Divelbiss, Shareholders and Freeland entered into an Asset Purchase Agreement dated March 9, 2022 (the "**Purchase Agreement**") under which the Seller is selling to the Buyer certain assets used in the operation of 38 Pizza Hut franchise restaurants and DELCOs in Southern Wisconsin and Northern Illinois as listed on **Exhibit A** to the Purchase Agreement and certain real estate assets related thereto;

WHEREAS, Freeland has formed Rockford Huts and Southern WI Huts for the purpose of assuming the assignment of various third-party leases to be assigned to Buyer under the terms of the Purchase Agreement;

WHEREAS, the parties hereto desire to amend the Purchase Agreement pursuant to the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing, the Buyer and the Sellers agree as follows (capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the Purchase Agreement):

1. Recitals

The recitals set forth herein are fully incorporated into this Amendment. In the event the terms and conditions of this Amendment conflict with the terms and conditions of the Purchase Agreement, Seller and Buyer hereby understand, acknowledge and agree that the terms and conditions of this Amendment shall control.

2. Additional Buyers/Indemnification

The parties have determined that Rockford Huts and Southern WI Huts are added, as purchasing parties, to the Purchase Agreement. As such, Rockford Huts and Southern WI Huts, by the execution of this Amendment, hereby ratify and confirm all of the terms and conditions of the Purchase Agreement, as modified by this Amendment, and acknowledge that they are each a party thereto. Accordingly,

A. The first clause of the introductory paragraph in the Purchase Agreement is hereby amended to read as follows:

DocuSign Envelope ID: 2907AB8E-A686-44A8-946D-187419F9ACF8

*This Asset Purchase Agreement (this "**Agreement**") is dated March 9, 2022, and is between FREELAND GROUP RESTAURANTS, INC., an Indiana corporation ("**Freeland**"), ROCKFORD HUTS, LLC, an Indiana limited liability company ("**Rockford Huts**"), and SOUTHERN WISCONSIN HUTS, LLC, an Indiana limited liability company ("**Southern WI Huts**") (Freeland, Rockford Huts and Southern WI Huts, each referred to herein as a "**Buyer Entity**" and collectively as the "**Buyer**"); ...*

B. The first sentence of Section 11.3 is hereby amended to read as follows:

Buyer (each Buyer Entity jointly and severally) will indemnify and hold harmless Seller, and will reimburse Seller, for any Damages arising from or in connection with...

3. Counterparts

This Amendment may be executed in one or more counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Amendment by facsimile or e-mail shall be effective as delivery of a manually executed counterpart of this Amendment.

4. Other Terms and Provisions

Except as set forth herein, all terms, conditions, covenants, representations and warranties contained in the Purchase Agreement, and all rights of the parties therein, shall remain in full force and effect. Each of the parties hereby confirms that the Purchase Agreement is in full force and effect in accordance with its terms.

SIGNATURE PAGES FOLLOW

DocuSign Envelope ID: 2907AB8E-A686-44A8-946D-187419F9ACF8

The parties have executed this Amendment as of the date first written above.

BUYER:

FREELAND GROUP RESTAURANTS, INC.

By: Todd Hollman

ROCKFORD HUTS, LLC

By: Todd Hollman

SOUTHERN WISCONSIN HUTS, LLC

By: Todd Hollman

SELLER:

PIZZA HUT OF SOUTHERN WISCONSIN, INC.

By: Richard J Divelbiss
Richard J. Divelbiss, Chairman of the Board

PIZZA HUT OF MADISON, INC.

By: Richard J Divelbiss
Richard J. Divelbiss, President

DIVO ENTERPRISES, INC.

By: Richard J Divelbiss
Richard J. Divelbiss, President

PIZZA HUT OF ROCK COUNTY, INC.

By: Richard J Divelbiss
Richard J. Divelbiss, President

PIZZA HUT OF PLATTEVILLE, INC.

By: Richard J Divelbiss
Richard J. Divelbiss, President

SOUTHING GRANGE, INC.

By: Richard J Divelbiss
Richard J. Divelbiss, President

ROCKFORD PIZZA, LLC

By: Richard J Divelbiss
Richard J. Divelbiss, Manager

MSG DELCO, LLC

By: Richard J Divelbiss
Richard J. Divelbiss, Manager

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FREEPORT PIZZA, LLC

By: _____

Richard J. Divelbiss, Manager

SHAREHOLDERS:

_____

Richard J. Divelbiss

_____

Gayla L. Divelbiss

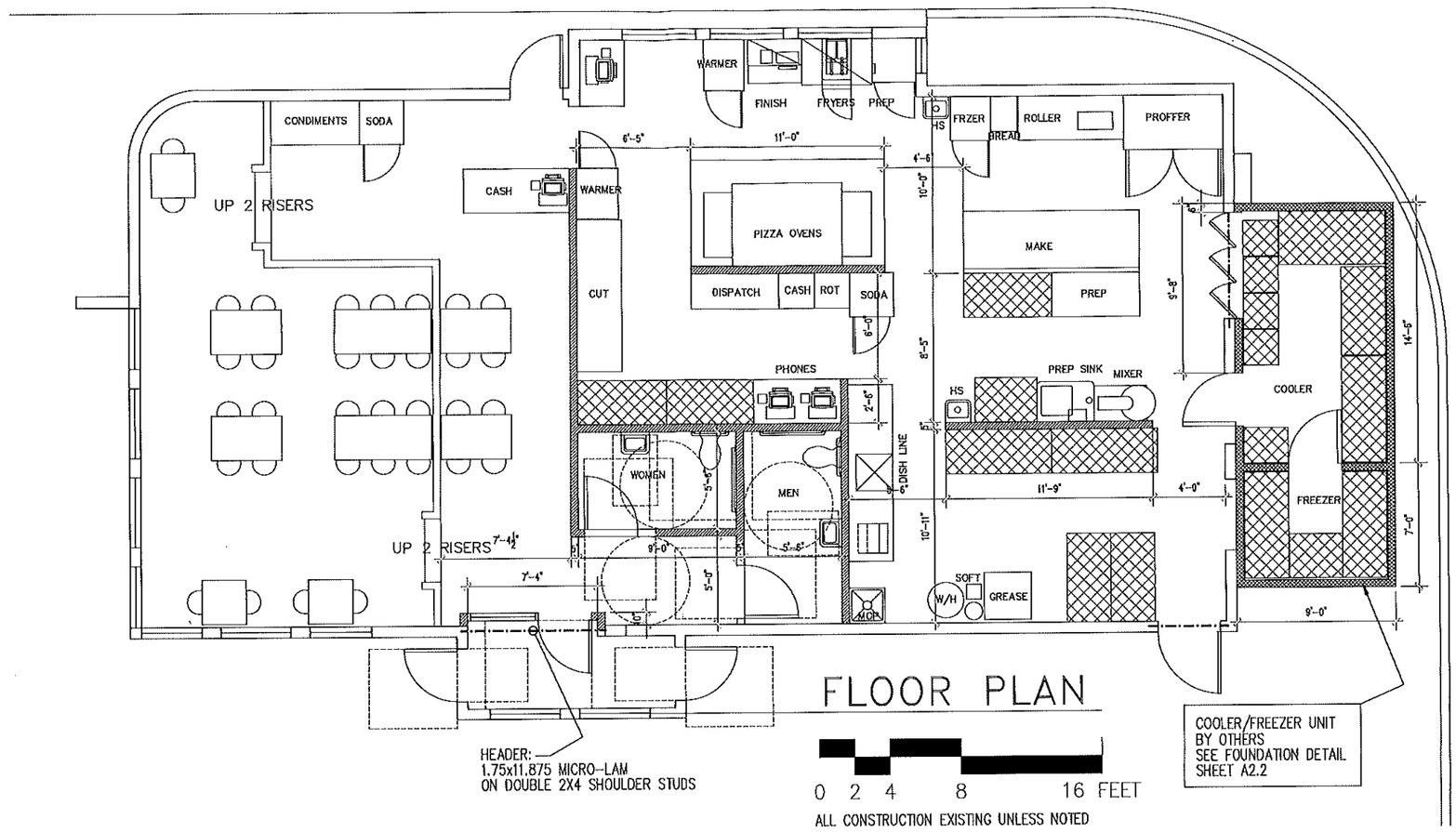
_____

James A. Williams

PIZZA HUT OF SOUTHERN WISCONSIN, INC.

By: _____

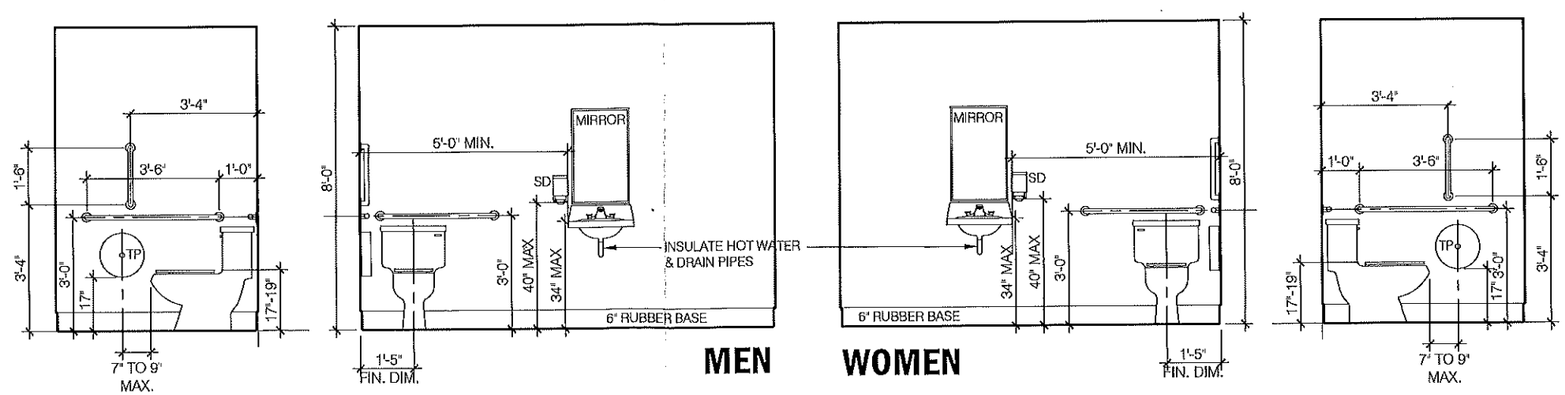
Richard J. Divelbiss, Chairman of the Board



FLOOR PLAN

0 2 4 8 16 FEET

ALL CONSTRUCTION EXISTING UNLESS NOTED



TOILET ROOM ELEVATIONS

0 1 2 4 8 16 feet

GMK architecture
9220 eyene road, suite 103
madison, wi 53713
608. 277.0595
www.gmkarch.com

1400 State Hwy 51
Stoughton WI 53589

of Southern Wisconsin, Inc.

Comm. No. K1918

Issued For	Date
REVIEW	2-17-2021

FLOOR PLAN

A1.1

LEASE AGREEMENT

This LEASE AGREEMENT (this "**Lease**"), is made and entered into as of June 28, 2022 (the "**Effective Date**"), by and between MSG Limited Partnership, a Wisconsin limited partnership ("**Landlord**"), and Southern Wisconsin Huts, LLC, an Indiana limited liability company, ("**Tenant**").

1. Lease of Premises. Landlord leases to Tenant, and Tenant leases from Landlord, the following described premises (hereinafter "**Premises**") located at 1400 Highway 51, Stoughton, WI, inclusive of all buildings ("**Building(s)**"), easements, appurtenances and rights of way incident thereto benefiting the Premises except as otherwise expressly provided herein. Landlord represents and warrants that it is the fee simple owner of the Premises, and that no consent, approval or authorization of any party, or declaration, filing or registration with any governmental or regulatory authority, or any other person, is required to be made or obtained by Landlord in connection with the execution, delivery and performance of this Lease by Landlord.

2. Term and Rent.

2.1 Term. The term of this Lease shall commence upon the Effective Date and shall continue thereafter for a period ending on the date that is fifteen (15) years after the first day of the month following the month during which the Effective Date occurs (the "**Initial Term**"), unless extended or earlier terminated as hereinafter provided. In the event Tenant shall be in possession of the Premises and provided that no Tenant Default (defined below) has occurred and is continuing at such time, Tenant shall be entitled to three (3) successive options to renew this Lease (each, a "**Renewal Option**"), each for a term of five (5) years (each, a "**Renewal Term**") upon the same terms, covenants, and conditions as set forth herein and at the rental rates pursuant to Section 2.2 below. Unless Tenant notifies Landlord in writing of its intent not to exercise its Renewal Option at least six (6) months prior to the expiration of the Initial Term or the then-applicable Renewal Term, Tenant shall be deemed to have automatically exercised its Renewal Option for the next succeeding Renewal Term. As used in this Lease, "**Term**" means the period from the Effective Date through the earlier of (i) the end of the Initial Term and any Renewal Term for which a Renewal Option has been exercised or (ii) the earlier termination of this Lease in accordance with the terms and conditions hereof.

2.2 Rent. Tenant agrees to make rental payments to Landlord (collectively, "**Rent**") as set forth below, which obligation to pay Rent shall commence on the Effective Date (the "**Rent Commencement Date**"). After the Rent Commencement Date, Rent shall be payable on the first day of each month during the Term, and if the Rent Commencement Date is not the first day of a month, then Rent shall be prorated for such month. In the event that any rental payment becomes due on a Saturday, Sunday or legal holiday, then the rental payment shall be due on the next succeeding business day. All Rent which is not paid within five (5) days of becoming due shall, at Landlord's election and without prior notice to Tenant, bear interest from the date due to the date paid at the rate of six percent (6.00%) per annum or the highest rate permitted by law, whichever is less. Tenant shall pay Rent to Landlord in the amounts and for the periods as set forth on **Exhibit "A"** attached hereto and incorporated herein.

3. Delivery of Premises. On the Effective Date, Landlord shall deliver the Premises to Tenant in, and Tenant hereby accepts the Premises from Landlord in, "as is" condition.

4. Use; Conduct of Business.

4.1 Use. The Premises may be used by Tenant for any legal purpose or for no purpose, including, expressly and without limitation, Tenant's proposed use, to wit: either (i) a restaurant with off-street parking facilities for the sale and consumption on or off the Premises of food and beverage products, which restaurant may include a drive-through or (ii) a delivery-carryout-type facility ("**DELCO**").

4.2 Conduct of Business. Tenant shall conduct any business that at any time is being operated at the Premises in all material respects in accordance with all applicable laws and ordinances. Nothing contained in this Lease however shall be construed to require Tenant to open or operate any form of business whatsoever on the Premises, or require any business to be conducted on the Premises.

4.3 Landlord Interference. Landlord shall not interfere with Tenant's operations or use of the Premises.

5. Improvements; Alterations; Maintenance.

5.1 Improvements; Alterations. Tenant shall not make any substantial repairs, alterations or additions to the Premises that, in the aggregate with other repairs, alterations or additions to the Premises, cost more than $50,000, including its HVAC, plumbing or electrical systems, or make any contract therefor, without (i) procuring Landlord's written consent, which consent shall not be unreasonably withheld, (ii) delivering to Landlord the applicable plans and

SIGNATURE PAGE TO
LEASE AGREEMENT

IN WITNESS WHEREOF, said parties have executed and delivered this Lease as of the date and year first above written.

Landlord:

MSG Limited Partnership

By: Progeny, LLC
Its: General Partner

By: Richard J. Divelbiss Revocable Trust, u/a/d December 23, 1992
Its: Authorized Member

By: _____
Richard J. Divelbiss, Trustee

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SIGNATURE PAGE TO
LEASE AGREEMENT

IN WITNESS WHEREOF, said parties have executed and delivered this Lease as of the date and year first above written.

Tenant:
Southern Wisconsin Huts, LLC

By: Todd Hollman

Name: Todd Hollman

Title: Chief Executive Officer

Original Alcohol Beverage Retail License Application

(Submit to municipal clerk.)

For the license period beginning: 07 01 2022 (mm dd yyyy) ending: 06 30 2023 (mm dd yyyy)

To the Governing Body of the: ☐ Town of ☐ Village of ☑ City of STOUGHTON

County of DANE

Aldermanic Dist. No. _____ (if required by ordinance)

Check one: ☐ Individual ☐ Partnership ☑ Limited Liability Company ☐ Corporation/Nonprofit Organization

Applicant's Wisconsin Seller's Permit Number: 456-1031073034-04

FEIN Number: 88-2201298

TYPE OF LICENSE REQUESTED	FEE
☐ Class A beer	$
☑ Class B beer	$ 100.00
☐ Class C wine	$
☐ Class A liquor	$
☐ Class A liquor (cider only)	$ N/A
☐ Class B liquor	$
☐ Reserve Class B liquor	$
☐ Class B (wine only) winery	$
Publication fee	$ 20.00
TOTAL FEE	$ 120.00

Name (individual / partners give last name, first, middle; corporations / limited liability companies give registered name)

SOUTHERN WISCONSIN HUTS LLC

An "Auxiliary Questionnaire," Form AT-103, must be completed and attached to this application by each individual applicant, by each member of a partnership, and by each officer, director and agent of a corporation or nonprofit organization, and by each member/manager and agent of a limited liability company. List the full name and place of residence of each person.

President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
HOLLMAN	TODD	MICHAEL	[redacted]
Vice President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Secretary / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
FORTNEY	MATTHEW	DAVID	[redacted]
Treasurer / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
FORTNEY	MATTHEW	DAVID	[redacted]
Agent Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
MILLER	CLINT	JARED	[redacted]
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

1. Trade Name PIZZA HUT Business Phone Number 608-873-3111
2. Address of Premises 1400 US HIGHWAY 51 Post Office & Zip Code STOUGHTON WI 53589
3. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.)

   ALL OF THE PREMISE LOCATED AT 1400 US HIGHWAY 51 STOUGHTON WI 53589
   BEER WILL BE STORED IN A WALK-IN COOLER IN THE KITCHEN.
   BEER WILL BE SOLD FROM A SMALL COOLER NEAR THE ORDER COUNTER.

4. Legal description (omit if street address is given above): N/A
5. (a) Was this premises licensed for the sale of liquor or beer during the past license year? ..... ☑ Yes ☐ No

   (b) If yes, under what name was license issued? PIZZA HUT OF SOUTHERN WISCONSIN, INC.

6. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? **If yes, explain** ..... ☐ Yes ☑ No

N/A

7. Is the applicant an employe or agent of, or acting on behalf of anyone except the named applicant? ..... ☐ Yes ☑ No
If yes, explain.

N/A

8. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? **If yes, explain** ..... ☐ Yes ☑ No

N/A

9. (a) **Corporate/limited liability company applicants only:** Insert state INDIANA and date 05/09/22 of registration.

(b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? **If yes, explain** ..... ☑ Yes ☐ No

FREELAND GROUP RESTAURANTS INC IS THE 100% MEMBER OF THE APPLICANT

OFFICERS ARE TODD HOLLMAN AND MATTHEW FORTNEY

(c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? ☑ Yes ☐ No
If yes, explain.

APPLYING FOR ALCOHOL BEVERAGE LICENSES FOR PIZZA HUT LOCATED IN:

BELOIT, DODGEVILLE, JANESVILLE, MADISON, MAUSTON, MONROE, PLATTEVILLE,

PORTAGE, RICHLAND CENTER, STOUGHTON

10. Does the applicant understand they must register as a Retail Beverage Alcohol Dealer with the federal government, Alcohol and Tobacco Tax and Trade Bureau (TTB) by filing (TTB form 5630.5d) before beginning business? [phone 1-877-882-3277] ..... ☑ Yes ☐ No

11. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776] ..... ☑ Yes ☐ No

12. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? ..... ☑ Yes ☐ No

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. Any person who knowingly provides materially false information on this application may be required to forfeit not more than $1,000. Signer agrees to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants, or one member of a partnership applicant must sign; one corporate officer, one member/manager of Limited Liability Companies must sign.) Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.

Contact Person's Name (Last, First, M I)	Title/Member	Date
Fortney, Matthew D	CFO	
Signature	Phone Number	Email Address
	260-203-9636	matt.fortney@freelandgrouprestaurants.com

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk	Date reported to council / board	Date provisional license issued	Signature of Clerk / Deputy Clerk
June 29, 2022			
Date license granted	Date license issued	License number issued	

Auxiliary Questionnaire
Alcohol Beverage License Application

Submit to municipal clerk.

Individual's Full Name *(please print)* *(last name)*	*(first name)*	*(middle name)*
MILLER	CLINT	JARED

Home Address *(street/route)*	Post Office	City	State	Zip Code
[redacted]		[redacted]	[redacted]	[redacted]

Home Phone Number	Age	Date of Birth	Place of Birth
[redacted]	[redacted]	[redacted]	[redacted]

The *above named individual* provides the following information as a person who is *(check one)*:

☐ Applying for an alcohol beverage license as an **individual**.

☐ A member of a **partnership** which is making application for an alcohol beverage license.

☑ AGENT of SOUTHERN WISCONSIN HUTS, LLC
(Officer / Director / Member / Manager / Agent) *(Name of Corporation, Limited Liability Company or Nonprofit Organization)*

which is making application for an alcohol beverage license.

The *above named individual* provides the following information to the licensing authority:

1. How long have you continuously resided in Wisconsin prior to this date? 35 YEARS
2. Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality? ..... ☑ Yes ☐ No
   If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. *(If more room is needed, continue on reverse side of this form.)*
   DUI 2008 DANE COUNTY, WI
3. Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality? ..... ☐ Yes ☑ No
   If yes, describe status of charges pending. _____
4. Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit? ..... ☑ Yes ☐ No
   If yes, identify. PIZZA HUT CLASS B IN DODGEVILLE, MAUSTON, MONROE, PORTAGE, STOUGHTON, MADISON, RICHLAND CENTER
   (Name, Location and Type of License/Permit)
5. Do you hold and/or are you an officer, director, stockholder, agent or employe of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin? ..... ☐ Yes ☑ No
   If yes, identify.
   (Name of Wholesale Licensee or Permittee) *(Address By City and County)*
6. Named individual must list in chronological order last two employers.

Employer's Name	Employer's Address	Employed From	To
SOUTHERN WISCONSIN HUTS, LLC	202 W BERRY ST STE 400 FT WAYNE IN 46802	6.14.2022	Pres
Employer's Name	Employer's Address	Employed From	To
PIZZA HUT OF SOUTHERN WISCONSIN, INC	434 S YELLOWSTONE DR STE 101 MADISON WI 53719	8.10.2000	06/13/2022

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the undersigned states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. The signer agrees that he/she is the person named in the foregoing application; that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that any license issued contrary to Chapter 125 of the Wisconsin Statutes shall be void, and under penalty of state law, the applicant may be prosecuted for submitting false statements and affidavits in connection with this application. Any person who knowingly provides materially false information on this application may be required to forfeit not more than $1,000.

(Signature of Named Individual)

Schedule for Appointment of Agent by Corporation / Nonprofit Organization or Limited Liability Company

Submit to municipal clerk.

All corporations/organizations or limited liability companies applying for a license to sell fermented malt beverages and/or intoxicating liquor must appoint an agent. The following questions must be answered by the agent. The appointment must be signed by an officer of the corporation/organization or one member/manager of a limited liability company and the recommendation made by the proper local official.

To the governing body of: ☐ Town ☐ Village ☐ City of STOUGHTON County of DANE

The undersigned duly authorized officer/member/manager of SOUTHERN WISCONSIN HUTS, LLC
(Registered Name of Corporation / Organization or Limited Liability Company)

a corporation/organization or limited liability company making application for an alcohol beverage license for a premises known as

PIZZA HUT
(Trade Name)

located at 1400 US HIGHWAY 51 STOUGHTON WI 53589

appoints CLINT MILLER
(Name of Appointed Agent)

[redacted]
(Home Address of Appointed Agent)

to act for the corporation/organization/limited liability company with full authority and control of the premises and of all business relative to alcohol beverages conducted therein. Is applicant agent presently acting in that capacity or requesting approval for any corporation/organization/limited liability company having or applying for a beer and/or liquor license for any other location in Wisconsin?

☑ Yes ☐ No If so, indicate the corporate name(s)/limited liability company(ies) and municipality(ies).

SOUTHERN WISCONSIN HUTS,LLC IN DODGEVILLE,MAUSTON,MADISON,MONROE,PORTAGE,RICHLAND CENTER,STOUGHTON

Is applicant agent subject to completion of the responsible beverage server training course? ☐ Yes ☑ No

How long immediately prior to making this application has the applicant agent resided continuously in Wisconsin? 35 YEARS

Place of residence last year [redacted]

For: SOUTHERN WISCONSIN HUTS, LLC
(Name of Corporation / Organization / Limited Liability Company)

By: [signature] CFO
(Signature of Officer / Member / Manager)

Any person who knowingly provides materially false information in an application for a license may be required to forfeit not more than $1,000.

ACCEPTANCE BY AGENT

I, CLINT MILLER, hereby accept this appointment as agent for the
(Print / Type Agent's Name)

corporation/organization/limited liability company and assume full responsibility for the conduct of all business relative to alcohol beverages conducted on the premises for the corporation/organization/limited liability company.

[signature] 6/8/22
(Signature of Agent) *(Date)*

Agent's age [redacted]

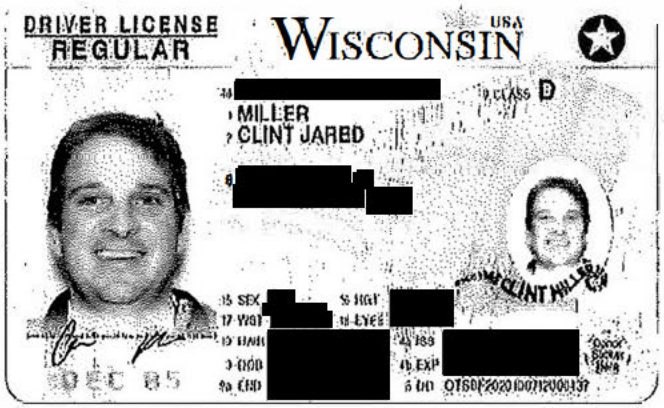
[redacted]
(Home Address of Agent)

Date of birth [redacted]

APPROVAL OF AGENT BY MUNICIPAL AUTHORITY
(Clerk cannot sign on behalf of Municipal Official)

I hereby certify that I have checked municipal and state criminal records. To the best of my knowledge, with the available information, the character, record and reputation are satisfactory and I have no objection to the agent appointed.

Approved on 7/5/22 *(Date)* by [signature] *(Signature of Proper Local Official)* Title Lieutenant of Police *(Town Chair, Village President, Police Chief)*


DRIVER LICENSE
REGULAR
WISCONSIN
USA
[redacted]
CLASS D
MILLER
CLINT JARED
[redacted]
SEX [redacted]
HGT [redacted]
WGT [redacted]
EYES [redacted]
HAIR [redacted]
ISS [redacted]
DOB [redacted]
EXP [redacted]
END [redacted]
DD OT60F2020D0712000137
DEC 05

360 TRAINING™ LEARN 2 SERVE™

CERTIFICATE OF COMPLETION

This certifies that

Clint Miller

is awarded this certificate for

Wisconsin Responsible Beverage Server Training

Completion Date	Expiration Date	Certificate #
06/17/2022	06/16/2024	WI-00603631

Official Signa

This certificate is non-transfereable and represents the successful completion of an approved Wisconsin Department of Revenue Responsible Beverage Server Course in compliance with secs. 125.04(5)(a)5., 125.17(6), and 134.66(2m), Wis. Stats.

5000 Plaza on the Lake, Suite 305 | Austin, TX 78746 | 877.881.2235 | www.360training.com

Auxiliary Questionnaire
Alcohol Beverage License Application

Submit to municipal clerk.

Individual's Full Name *(please print)* *(last name)*	*(first name)*	*(middle name)*
HOLLMAN	TODD	MICHAEL

Home Address *(street/route)*	Post Office	City	State	Zip Code
[redacted]		[redacted]	[redacted]	[redacted]

Home Phone Number	Age	Date of Birth	Place of Birth
[redacted]	[redacted]	[redacted]	[redacted]

The *above named individual* provides the following information as a person who is *(check one)*:

☐ Applying for an alcohol beverage license as an **individual**.

☐ A member of a **partnership** which is making application for an alcohol beverage license.

☑ OFFICER *(Officer / Director / Member / Manager / Agent)* of SOUTHERN WISCONSIN HUTS, LLC *(Name of Corporation, Limited Liability Company or Nonprofit Organization)*

which is making application for an alcohol beverage license.

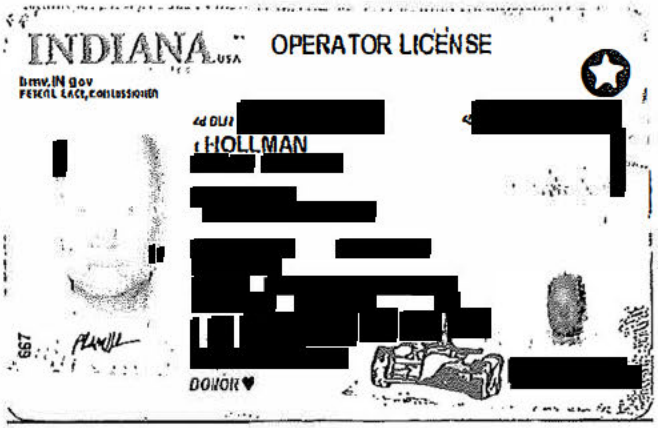
The *above named individual* provides the following information to the licensing authority:

1. How long have you continuously resided in Wisconsin prior to this date? N/A
2. Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality? ..... ☐ Yes ☑ No
   If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. *(If more room is needed, continue on reverse side of this form.)*
   N/A
3. Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality? ..... ☐ Yes ☑ No
   If yes, describe status of charges pending. N/A
4. Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit? ..... ☑ Yes No
   If yes, identify. Pizza Hut located in Beloit, Dodgeville, Janesville, Mauston, Madison, Monroe, Platteville Portage, Richland Center, Stoughton *(Name, Location and Type of License/Permit)*
5. Do you hold and/or are you an officer, director, stockholder, agent or employe of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin? ..... ☐ Yes ☑ No
   If yes, identify. N/A *(Name of Wholesale Licensee or Permittee)* *(Address By City and County)*
6. Named individual must list in chronological order last two employers.

Employer's Name	Employer's Address	Employed From	To
FREELAND GROUP RESTAURANTS INC.	202 W BERRY ST STE 400 FT. WAYNE IN 46802	1/2022	Pres
Employer's Name	Employer's Address	Employed From	To
PIZZA HUT OF FORT WAYNE INC.	202 W BERRY ST STE 400 FT. WAYNE IN 46802	1983	12/2021

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the undersigned states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. The signer agrees that he/she is the person named in the foregoing application; that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that any license issued contrary to Chapter 125 of the Wisconsin Statutes shall be void, and under penalty of state law, the applicant may be prosecuted for submitting false statements and affidavits in connection with this application. Any person who knowingly provides materially false information on this application may be required to forfeit not more than $1,000.

(Signature of Named Individual)


INDIANA
USA
OPERATOR LICENSE
bmv.IN.gov
HOLLMAN
DONOR

Auxiliary Questionnaire
Alcohol Beverage License Application

Submit to municipal clerk.

Individual's Full Name *(please print)* *(last name)*	*(first name)*	*(middle name)*
FORTNEY	MATTHEW	DAVID

Home Address *(street/route)*	Post Office	City	State	Zip Code
[redacted]		[redacted]	[redacted]	[redacted]

Home Phone Number	Age	Date of Birth	Place of Birth
[redacted]	[redacted]	[redacted]	[redacted]

The *above named individual* provides the following information as a person who is *(check one)*:

☐ Applying for an alcohol beverage license as an **individual**.

☐ A member of a **partnership** which is making application for an alcohol beverage license.

☑ OFFICER *(Officer / Director / Member / Manager / Agent)* of SOUTHERN WISCONSIN HUTS, LLC *(Name of Corporation, Limited Liability Company or Nonprofit Organization)*

which is making application for an alcohol beverage license.

The *above named individual* provides the following information to the licensing authority:

1. How long have you continuously resided in Wisconsin prior to this date? N/A
2. Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality? ..... ☐ Yes ☑ No
   If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. *(If more room is needed, continue on reverse side of this form.)*
   N/A
3. Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality? ..... ☐ Yes ☑ No
   If yes, describe status of charges pending. N/A
4. Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit? ..... ☑ Yes No
   If yes, identify. Pizza Hut located in Beloit, Dodgeville, Janesville, Mauston, Madison, Monroe, Platteville Portage, Richland Center, Stoughton *(Name, Location and Type of License/Permit)*
5. Do you hold and/or are you an officer, director, stockholder, agent or employe of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin? ..... ☐ Yes ☑ No
   If yes, identify. N/A *(Name of Wholesale Licensee or Permittee)* *(Address By City and County)*
6. Named individual must list in chronological order last two employers.

Employer's Name	Employer's Address	Employed From	To
FREELAND GROUP RESTAURANTS INC.	202 W BERRY ST STE 400 FT. WAYNE IN 46802	1/2022	Pres
Employer's Name	Employer's Address	Employed From	To
PIZZA HUT OF FORT WAYNE INC.	202 W BERRY ST STE 400 FT. WAYNE IN 46802	6/2017	12/2021

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the undersigned states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. The signer agrees that he/she is the person named in the foregoing application; that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that any license issued contrary to Chapter 125 of the Wisconsin Statutes shall be void, and under penalty of state law, the applicant may be prosecuted for submitting false statements and affidavits in connection with this application. Any person who knowingly provides materially false information on this application may be required to forfeit not more than $1,000.

(Signature of Named Individual)

INDIANA
OPERATOR LICENSE
1 FORTNEY
2 MATTHEW DAVID
9 Class
9a End NONE
12 Res
3 DOB
5 DD
15 Sex
16 Hgt
17 Wgt
18 Eyes
19 Hair

WISCONSIN DEPARTMENT OF REVENUE
PO BOX 8902
MADISON, WI 53708-8902

Contact Information:

2135 RIMROCK RD PO BOX 8902
MADISON, WI 53708-8902
ph: 608-266-2776 fax: 608-224-5761
email: DORBusinessTax@wisconsin.gov
website: revenue.wi.gov

Letter ID L1890710736

SOUTHERN WISCONSIN HUTS, LLC
202 W BERRY ST STE 400
FORT WAYNE IN 46802-2242

Wisconsin Department of Revenue Seller's Permit

Legal/real name: SOUTHERN WISCONSIN HUTS, LLC

Business name: SOUTHERN WISCONSIN HUTS, LLC
1400 US HIGHWAY 51
STOUGHTON WI 53589-0000

- This certificate confirms you are registered with the Wisconsin Department of Revenue and authorized in the business of selling tangible personal property and taxable services.
- You may not transfer this permit.
- This permit must be displayed at the place of business and is not valid at any other location.
- If your business is not operated from a fixed location, you must carry or display this permit at all events.

Tax Type	Account Type	Account Number
Sales & Use Tax	Seller's Permit	456-1031073034-04

State of Wisconsin • DEPARTMENT OF REVENUE

Personal Wallet Copy

Seller's Permit: 456-1031073034 04

Legal/Real Name: SOUTHERN WISCONSIN HUTS, LLC

Signature _____

We are here to serve you

Wisconsin Department of Revenue
PO Box 8902
Madison, WI 53708-8902

Ph: 608-266-2776
Fax: 608-264-6884
Email: dorbusinesstax@revenue.wi.gov
Web: www.revenue.wi.gov
Main office: 2135 Rimrock Rd., Madison

SECOND AMENDMENT TO ASSET PURCHASE AGREEMENT

This Second Amendment to Asset Purchase Agreement (this "**Amendment**") is dated June 27, 2022, and is between FREELAND GROUP RESTAURANTS, INC., an Indiana corporation ("**Freeland**"), ROCKFORD HUTS, LLC, an Indiana limited liability company ("**Rockford Huts**"), and SOUTHERN WISCONSIN HUTS, LLC, an Indiana limited liability company ("**Southern WI Huts**") (Freeland, Rockford Huts and Southern WI Huts each referred to herein as a "**Buyer Entity**" and collectively as the "**Buyer**"); PIZZA HUT OF SOUTHERN WISCONSIN, INC., a Wisconsin corporation (together with its Subsidiaries and Related Entities included on the signature pages hereto, each a "**Seller Entity**" and together the "**Seller**"); Seller's key principal, RICHARD DIVELBISS ("**Divelbiss**" and together with those Related Persons and individuals whose names appear as Seller's principals on the signature pages hereto, the "**Shareholders**").

WHEREAS, Seller, Divelbiss, Shareholders and Buyer entered into an Asset Purchase Agreement dated March 9, 2022 (the "**Purchase Agreement**") (as amended by that certain First Amendment to Purchase Agreement dated May 2, 2022) under which the Seller is selling to the Buyer certain assets used in the operation of 38 Pizza Hut franchise restaurants and DELCOs in Southern Wisconsin and Northern Illinois as listed on **Exhibit A** to the Purchase Agreement and certain real estate assets related thereto;

WHEREAS, the parties hereto desire to amend the Purchase Agreement pursuant to the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing, the Buyer and the Sellers agree as follows (capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the Purchase Agreement):

1. Recitals

The recitals set forth herein are fully incorporated into this Amendment. In the event the terms and conditions of this Amendment conflict with the terms and conditions of the Purchase Agreement, Seller and Buyer hereby understand, acknowledge and agree that the terms and conditions of this Amendment shall control.

2. Effective Time

The parties have determined that the Closing Date for the contemplated transactions will be June 27, 2022, and that the Effective Time of the transactions will be 12:01 a.m. central daylight savings time, June 28, 2022. Accordingly,

A. The definition of "**Effective Time**" appearing in Section 1 of the Purchase Agreement is hereby revised to read as follows:

> *"**Effective Time**" – 12:01 a.m. Central Daylight Savings Time on the day following the Closing Date.*

B. The following Subsection (c) is added to Section 11.6 Time Limitations:

(c) The time limitations as to claims for breaches of covenants or obligations set forth in subs (a) and (b) do not apply to claims arising from breaches of such covenants or obligations which occur from and after the Effective Time, including but not limited to, breaches by either party of any third-party leases assumed by Buyer.

3. Counterparts

This Amendment may be executed in one or more counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Amendment by facsimile or e-mail shall be effective as delivery of a manually executed counterpart of this Amendment.

4. Other Terms and Provisions

Except as set forth herein, all terms, conditions, covenants, representations and warranties contained in the Purchase Agreement, and all rights of the parties therein, shall remain in full force and effect. Each of the parties hereby confirms that the Purchase Agreement is in full force and effect in accordance with its terms.

SIGNATURE PAGES FOLLOW

DocuSign Envelope ID: DB6DF500-648C-44DC-987F-89A57F628346

The parties have executed this Amendment as of the date first written above.

BUYER:

FREELAND GROUP RESTAURANTS, INC.

By: Todd Hollman

ROCKFORD HUTS, LLC

By: Todd Hollman

SOUTHERN WISCONSIN HUTS, LLC

By: Todd Hollman

SELLER:

PIZZA HUT OF SOUTHERN WISCONSIN, INC.

By:_____
Richard J. Divelbiss, Chairman of the Board

PIZZA HUT OF MADISON, INC.

By:_____
Richard J. Divelbiss, President

DIVO ENTERPRISES, INC.

By: _____
Richard J. Divelbiss, President

PIZZA HUT OF ROCK COUNTY, INC.

By: _____
Richard J. Divelbiss, President

PIZZA HUT OF PLATTEVILLE, INC.

By: _____
Richard J. Divelbiss, President

SOUTHING GRANGE, INC.

By:_____
Richard J. Divelbiss, President

ROCKFORD PIZZA, LLC

By: _____
Richard J. Divelbiss, Manager

MSG DELCO, LLC

By: _____
Richard J. Divelbiss, Manager

The parties have executed this Amendment as of the date first written above.

BUYER:

FREELAND GROUP RESTAURANTS, INC.

By: _____
Todd M. Hollman, CEO

ROCKFORD HUTS, LLC

By: _____
Todd M. Hollman, CEO

SOUTHERN WISCONSIN HUTS, LLC

By: _____
Todd M. Hollman, CEO

SELLER:

PIZZA HUT OF SOUTHERN WISCONSIN, INC.

By: _____
Richard J. Divelbiss, Chairman of the Board

PIZZA HUT OF MADISON, INC.

By: _____
Richard J. Divelbiss, President

DIVO ENTERPRISES, INC.

By: _____
Richard J. Divelbiss, President

PIZZA HUT OF ROCK COUNTY, INC.

By: _____
Richard J. Divelbiss, President

PIZZA HUT OF PLATTEVILLE, INC.

By: _____
Richard J. Divelbiss, President

SOUTHING GRANGE, INC.

By: _____
Richard J. Divelbiss, President

ROCKFORD PIZZA, LLC

By: _____
Richard J. Divelbiss, Manager

MSG DELCO, LLC

By: _____
Richard J. Divelbiss, Manager

FREEPORT PIZZA, LLC

By: _____
Richard J. Divelbiss, Manager

SHAREHOLDERS:

_____
Richard J. Divelbiss

_____
Gayla L. Divelbiss

_____
James A. Williams

PIZZA HUT OF SOUTHERN WISCONSIN, INC.

By: _____
Richard J. Divelbiss, Chairman of the Board

4894-9609-1684, v. 2