

**ROSATI'S PIZZA ENTERPRISES, INC.**  
1320 Arrow Point Drive Ste 50190  
Cedar Park, TX 78613  
[www.MyRosatis.com](http://www.MyRosatis.com), and [www.RosatisFranchising.com](http://www.RosatisFranchising.com)  
(847) 915-9174



**WISCONSIN FRANCHISE DISCLOSURE DOCUMENT**

April 30, 2025

## FRANCHISE DISCLOSURE DOCUMENT

ROSATI'S PIZZA ENTERPRISES, INC. (A Texas Corporation)  
1320 Arrow Point Drive Ste 50190  
Cedar Park, TX 78613  
(847) 915-9174  
info@myrosatis.com or info@rosatisfranchising.com  
www.MyRosatis.com, and www.RosatisFranchising.com



The franchise described is known as “Rosati's Pizza”® (“Rosati's”). Rosati's is involved in the business of training people through two comprehensive courses to open their own business involving a pizzeria restaurant and allowing select trainees to become Rosati's Franchisees. Rosati's Franchisees provide a pizzeria restaurant featuring pizza and casual Italian food.

The total investment necessary to receive the initial pizza industry business and industry training as well as the initial required opening expenses for the select trainees that become a Rosati's Single Unit Franchised Business is \$147,200.00 to \$1,249,000.00. The initial fee includes the Ten Thousand Dollars (\$10,000.00) Site Selection and Real Estate Course Training Course Fee, that must be paid to Us for the Site Selection and Real Estate Training Manual and associated Course Training; and Twenty-Five Thousand Dollars (\$25,000.00) for the Business Establishment Training Course Fee, that must be paid to Us for the Business and Industry Training Manual and associated training to open in Your chosen Territory.

The total investment necessary to begin operation of a Rosati's Area Development Franchised Business is \$182,200.00 to \$1,319,000.00. This includes the Initial Fees for the first unit and the Development Fee of Seventeen Thousand Five Hundred Dollars (\$17,500.00) for all additional units that You are agreeing to open over time. The Development Fee must be paid to Us at the time You sign the first Ongoing Franchise Agreement.

This Disclosure Document summarizes certain provisions of Your Ongoing Franchise Agreement and other information in plain English. Read this Disclosure Document and all accompanying agreements carefully. You must receive this disclosure document at least 14 calendar days before You sign a binding agreement with or make any payment to Us 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 Darren Schmitt at 1320 Arrow Point Drive Ste 50190, Cedar Park, TX 78613 or email at dschmitt@therosatigroup.com or telephone him at 815-451-2146.

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

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

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

**Issuance Date:** April 30, 2025

## How to Use This Franchise Disclosure Document

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

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

## **What You Need To Know About Franchising *Generally***

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

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

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

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

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

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

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

### **Some States Require Registration**

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

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 located in Exhibit G, or see the Table of Contents for the location of the State Specific Addenda.

## Special Risks to Consider About *This* Franchise

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

1. **Out-of-State Dispute Resolution.** The franchise agreement requires you to resolve disputes with the franchisor by mediation, and/or litigation only in Texas. Out-of-state mediation, or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate, or litigate with the franchisor in Texas than in your own state.
2. **Spousal Liability.** At the Franchisor's request, your spouse must sign a document making your spouse liable for all financial obligations under the Franchise Agreement, even if your spouse has no ownership interest in the franchise. This Guarantee will place both your and your spouse's marital and personal assets (perhaps including your house) at risk if your franchise fails.
3. **Mediation is Required.** If you do not first mediate disputes with the franchisor in good faith, as per the Ongoing Franchise Agreement, then you may lose the right to attorney's fees in the event that you win the dispute.
4. **Franchise Referral Sources or Brokers.** We may use the services of one or more franchise brokers or referral sources to assist us in selling our franchise. If applicable in your state, a franchise broker or referral source represents us, not you. We pay this person a fee for selling our franchise or referring you to us. You should make sure to do your own investigation of the franchise.

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 Disclosure Document, the words “We,” “Our,” “Us,” “Ourselves,” “RPE” and “Rosati’s” refer to Rosati’s Pizza Enterprises, Inc., the Franchisor and trainer of this business. “You,” “Your,” “Yours,” and “Yourself” refer to the person who buys the training, whether You are an individual, a Corporation, a Limited Liability Company or other business entity. If You are a Corporation, a Limited Liability Company or other business entity, certain provisions of this Disclosure Document also apply to Your owners. Our agent for service of process is disclosed at the end of this Disclosure Document in Exhibit I.

The Franchisor and its Affiliates

We were organized as an Illinois corporation on February 16, 2022, and domesticated as a Florida corporation on March 15, 2023. We converted to Texas entity as of January 17, 2025. Our principal business address is 1320 Arrow Point Drive, Suite 50190, Cedar Park, Texas 78613. We do business under Our company name and the names “Rosati’s,” “Rosati’s Pizza Enterprises,” and “Rosati’s Pizza”. We have offered franchises since March 1, 2022. We do not currently own or operate any Rosati’s Pizza restaurants, though entities under common ownership with Us. We do not have any business activities other than as described in this disclosure document.

The first Rosati’s Pizza restaurant opened in 1964. We are not the first Franchisor of Rosati Pizza Restaurants in the United States. Previous Franchisor’s include: Rosati’s Family Restaurants, Inc. (f/k/a Rosati Franchise Systems, Inc.) sold Rosati’s Pizza restaurant franchises from 1979 to 1983. Rosati’s Family Restaurants, Inc. assigned the Rosati’s Pizza trademark and service marks to Rosati’s Franchise Systems, Inc. (“RFSI”) in 1988. RFSI sold Rosati’s Pizza restaurants franchises from 1988 to 1998.

RFSI which is located at 28381 Davis Pkwy, Ste 701, Warrenville, IL 60555, is the holder of the intellectual property. Rosati’s Franchise Systems, Inc., (“RFSI”) does not offer nor has it since 1998, offered a franchise in this or any other line of business.

In 1998, RFSI licensed certain Rosati family members the right to use the Rosati’s Pizza trademark. Some of those Rosati family members formed another Franchisor, Rosati’s Franchising, Inc. (“RFI”), who sold Rosati’s Pizza restaurant franchises. Other Rosati family members own, license or franchise their own Rosati’s Pizza restaurants independently. RFI has offered Rosati’s Pizza restaurants franchises since 2006 and continues to do so. Its principal place of business is 1652 S. Eastwood Drive, Woodstock, IL 60098.

In February 2022, RFSI, the trademark holder, assigned 143 franchise agreements and 4 multi-unit developer agreements previously in the name of RFI to Us, to own and support the franchisees whose franchise agreements were assigned, and to offer and sell new Rosati’s Pizza franchises going forward.

Franchised Business

We grant training to learn the pizzeria restaurant business best practices and allow select trainees who are qualified persons or business entities to become franchisees in connection with the service mark Rosati’s Pizza<sup>®</sup> and other related logos (collectively referred to as the “Marks”). We refer to these businesses as “Rosati’s Businesses.” We offer two layouts, the Carryout and Delivery model and the Sports Pub model. Our Franchisees conduct Rosati’s business which provide a pizzeria restaurant featuring pizza, calzones, wings, pastas, Italian sandwiches, appetizers, salads, Cannoli’s and Zeppole’s. We refer to the Rosati’s Businesses You will operate as the “Franchised Business.” In addition to granting

franchises for single unit Rosati's Businesses, We also allow certain franchisees who fit Our criteria to become Multi-unit franchise owners, also called Area Developers. Multi-unit franchise owners open and operate multiple additional Rosati's Businesses in a specified Territory. Upon establishing each additional outlet under the Development Schedule, You may be required to sign the then-current Ongoing Franchise Agreement, which may differ from the current Ongoing Franchise Agreement included with this FDD. You must operate the Franchised Business in accordance with Our standards, methods, procedures and specifications, which We refer to as Our "System" and which are more particularly described in Our Ongoing Franchise Agreement.

Rosati's Pizza Enterprises, Inc. has never operated Rosati's Businesses. Other than the overall Site and Establishment training in the pizza industry, We are not engaged in any other line of business, nor have We ever offered franchises in another line of business.

### General Description of the Franchise, Market, and Competition

The franchise described is known as Rosati's Pizza® ("Rosati's"). Rosati's Franchisees provide a pizzeria restaurant featuring pizza and casual Italian food. The pizza industry is worth an estimated \$49.4 billion in 2023, according to IBISWorld. The market for the goods and/or services that are offered by Our Franchised Businesses would be categorized as a highly competitive market. You will face competition from graduates of Our training courses who chose not to become franchisees, as well as, other local restaurants offering pizza and related products, including independently owned pizza restaurants and regional and national franchised restaurants offering pizza. You will also compete with other restaurants and home cooking, and Rosati's Pizza restaurants operated by other members of the Rosati family, and their licensees. These restaurants may be located in Your general area. There may be some variation in the operation of the restaurants, in menu items offered, and in promotions conducted.

### Regulations

The pizza and food industry, as with any business, is regulated. Many of the laws, rules and regulations that apply to businesses generally, such as the Americans with Disabilities Act, Federal wage and hour laws, the USA PATRIOT Act & Executive Order 13224, and the Occupational Safety and Health Act, may also apply to the Rosati's Franchised Businesses. If You apply to become and are awarded a Rosati's franchise, You will be required to comply with all Federal, State, and local laws, rules and regulations, including, drug testing and DOJ report, and will timely obtain, maintain and renew when required all permits, certificates, and licenses necessary for the proper operation of Your Rosati's Franchise, including qualification to do business, fictitious trade or assumed name registration.

Additionally, The Food and Drug Administration, the United States Department of Agriculture and food industry organizations, including the National Restaurant Association, have established rules affecting the restaurant business. You must comply with all federal and state laws and regulations concerning food preparation, handling and storage, menu item names, menu labeling and nutritional information, emissions controls, and health and safety. State and local agencies routinely conduct inspections for compliance with these requirements. You must also comply with laws applicable to compensation of employees (including minimum wage, tipped workers, and overtime), data protection, business licensure, zoning, real estate and occupational permitting, construction permitting, accessibility for persons with disabilities, sales and use tax, health and safety, and emergency orders related to public health or safety. There may be other laws applicable to Your Restaurant. You are solely responsible for ensuring that You and Your Restaurant complies with all applicable laws.

You should consider these and other applicable laws and regulations when evaluating Your opening of a Rosati's Pizza restaurant. If You apply to become and are awarded a Rosati's franchise, You alone are responsible for complying with all applicable laws and regulations despite any advice or information We may give You under the Ongoing Franchise Agreement.

**ITEM 2.      BUSINESS EXPERIENCE**

**Director and President:**

**Anthony M. Rosati**

Mr. Rosati has been Our Director and President since February 2022, in Marco Island, Florida. Prior to that, Mr. Rosati held multiple positions with RFI from October 2005 to February 2022, including Director from October 2005 to February 2022, President from May 2019 to February 2022, and Vice President from December 2006 to April 2019. Mr. Rosati held multiple positions with Vive Bene Enterprises, Inc. from April 2002 to September 2022, including Director from April 2002 to September 2022 and President from January 2010 to September 2022. Mr. Rosati was Manager of Rosati's Distribution, LLC from January 2019 to July 2023. Mr. Rosati also currently holds the following positions: (i) President of Rosati's Pizza Pub Developments, Inc. since April 2014 and (ii) Manager of Rosati's Westlead Holding, LLC since February 2017. Since 1990, Mr. Rosati has also owned multiple Rosati's Pizza restaurants.

**Director and Vicr-President:**

**David M. Rosati**

Mr. Rosati has been Our Director and Vice President since February 2022, in Bonita Springs, Florida. Prior to that, Mr. Rosati held multiple positions with RFI from October 2005 to February 2022, including as Director from October 2005 to February 2022, and as Vice President from December 2006 to February 2022. Mr. Rosati also previously held the following positions: (i) President of RFSI from February 2008 to July 2022, (ii) Manager of Rosati's Distribution, LLC from January 2019 to July 2023, and (iii) Director of Vive Bene Enterprises, Inc. from April 2002 to September 2022, its Vice President from January 2010 to September 2022, and its Secretary from January 2019 to September 2022. Since 1987, Mr. Rosati has also owned multiple Rosati's Pizza restaurants.

**Director and Secretary:**

**Andrew Rosati**

Mr. Rosati has been Our Director and Secretary since February 2022, in St. Charles, Illinois. Prior to that, Mr. Rosati was Project Manager for RFI from May 2012 to February 2022. Mr. Rosati also previously held the following positions: (i) Manager of Rosati's Distribution, LLC from January 2019 to July 2023 and (ii) President of Adan Two, Inc. from February 2022 to November 2023. Mr. Rosati is also currently the President of Adan One, Inc. Adan One, Inc. and Adan Two, Inc. operated Rosati's Pizza restaurants.

**Vice-President of Franchise Development:**

**Timothy McCarthy**

Mr. McCarthy has been Our Vice President of Franchise Development since March 2022, in Fountain Hills, Arizona. Prior to that, Mr. McCarthy held multiple positions with RFI from March 2013 to February 2022, including Vice President from October 2015 to February 2022. Mr. McCarthy was the Director of Franchise Sales of Vive Bene Enterprises, Inc. from January 2012 to September 2022.

**Director and Treasurer:**

**Darren Schmitt**

Mr. Schmitt has been Our Director and Treasurer since February 2022, in Fort Myers, Florida. Prior to that, Mr. Schmitt held multiple positions with RFI from March 2013 to February 2022, including as Treasurer and Chief Financial Officer from March 2013 to February 2022, and as Secretary from January 2019 to February 2022. Mr. Schmitt was Treasurer and Chief Financial Officer of Vive Bene Enterprises, Inc. from April 2013 to September 2022, and Mr. Schmitt has also been its Treasurer since January 2024.

### **ITEM 3. LITIGATION**

#### **Concluded litigation against Our officers:**

Michael Rosati, individually and derivatively on behalf of Rosati's Franchise Systems, Inc. and William Rosati, individually and derivatively on behalf of Rosati's Franchise Systems, Inc. v. Anthony Rosati, David Rosati, and Power Play Distributors, LLC as defendants and Rosati's Franchise Systems, Inc., as nominal defendant, Case No. 20-7762 was filed in the United States District Court for the Northern District of Illinois on December 29, 2020. This was a shareholder derivative suit filed by two shareholders of RFSI, as minority shareholders, against Our officers Anthony Rosati and David Rosati. RFSI is the owner and licensor of Our primary mark "Rosati's Pizza." The complaint alleged trademark infringement, false designation of origin, unfair competition, trademark dilution and trademark counterfeiting under the Lanham Act, trademark infringement and trademark dilution under Illinois common law, violations of the Illinois Uniform Deceptive Trade Practices Act, breach of contract, and breach of fiduciary duty against the defendants. These claims arise from the distribution of frozen pizza under the Marks by the defendants. The plaintiffs sought a permanent injunction, an award of unspecified damages, and attorney's fees. On December 23, 2021, the court approved a confidential settlement reached by the parties and dismissed the Action with prejudice. Under the terms of the settlement, RFSI entered into a confidential Trademark License and Manufacturing Rights Agreement with Power Play Distributors, LLC for the retail sale of frozen pizza under the Rosati marks, with the consent of all RFSI shareholders, and provided for the division of royalties among the shareholders. The settlement confirmed the rights of the Rosati parties and other shareholders, provided for the dismissal of the Action with prejudice and without acknowledgment of liability, and divided certain legal fees among the shareholders.

#### **Pending litigation against Us and certain officers:**

Rosati's Franchising, Inc. v. Anthony Rosati, David Rosati, Rosati's Pizza Enterprises, Inc., Andrew Rosati, Darren Schmitt and Timothy McCarthy, Case No. 2022CH04376 was filed in the Circuit Court of Cook County, County Department, Chancery Division, State of Illinois on May 6, 2022. Our predecessor, RFI, filed suit against Us and Our officers. As background, on February 11, 2022, Anthony and David Rosati provided notice to the other shareholders of Rosati's Franchising, Inc. ("RFI") of their intent to exercise their option under RFI's Shareholder's Agreement to receive an assignment of the franchises they had sold on RFI's behalf in exchange for relinquishing their RFI shares. Also in February 2022, Anthony and David formed Rosati's Pizza Enterprises, Inc. ("RPE") to act as franchisor for their franchises and through which to conduct business following their separation from RFI. On February 28, 2022, Anthony and David relinquished their RFI shares, resigned from RFI, and assigned their franchises to themselves and ultimately to RPE.

In June 2022, all defendants moved to dismiss the Complaint in its entirety. On March 15, 2023, the Chancery Court dismissed all of RFI's claims in the original Complaint except for two against Anthony and David: a claim for breach of fiduciary duty and a claim seeking an accounting. In April 2023, RFI filed an Amended Complaint against RPE and Anthony, David, and Andrew Rosati, which asserts six counts: (1) declaratory judgment against Anthony, David and RPE; (2) violation of the Business Corporation Act against RPE, Anthony and David; (3) breach of fiduciary duty against Anthony and David; (4) breach of fiduciary duty against Andrew; (5) violation of the Illinois Uniform Deceptive Trade Practices Act; and (6) an accounting against Anthony and David. RFI did not name Mr. Schmitt or Mr. McCarthy as defendants in the Amended Complaint. In May 2023, the defendants moved to dismiss the Amended Complaint in part. In June 2023, RFI filed a cross-motion for partial judgment on the pleadings. In August 2023, the Chancery Court denied both parties' motions. In September 2023, RFI renewed its motion for partial judgment on the pleadings. In October 2023, RFI moved to dismiss the defendants' affirmative defenses.

In November 2023, the defendants filed a motion seeking to vacate an October 2022 order that requires the defendants to maintain the status quo of the website MyRosatis.com, as well as seeking to modify the temporary restraining order imposed by that order. RFI's motion to dismiss the affirmative defenses and the defendants' motion to vacate and modify the website-related order were set for oral argument on February 2, 2024, but the parties agreed to continue the oral argument after RFI filed a motion seeking such continuance based on its purported discovery of newly discovered evidence related to Anthony's ownership of certain shares in RFI. Neither party sought to renew such motions.

In February 2024, RFI filed its Second Amended Complaint and a petition for prejudgment attachment. In March 2024, the Court denied RFI's petition for prejudgment attachment, and Defendants answered the Second Amended Complaint and asserted certain affirmative defenses.

In the spring and summer of 2024, the parties conducted depositions and completed fact discovery. In September 2024, RFI served the report of its expert witness. In October 2024, RPE served the report of its rebuttal expert witness. In November 2024, the parties conduct expert depositions. Also in November 2024, Defendants filed a motion for sanctions against RFI and its counsel, and a petition for rule to show cause against certain third parties, both of which the Court denied. On November 17, 2024, the Parties participated in a Mediation, which did not yield any movement, thus the parties were set for trial in March 2025. In December 2024, RFI filed a partial motion for summary judgment and summary dispositions, which the Court denied in part and granted in part on February 25, 2025.

From March 31, 2025, through April 16, 2025, a bench trial was held. The deadline for the parties to submit post-trial briefs is June 11, 2025, on which date the parties will present closing arguments to the Court.

### Insurance Litigation

A second case, related to the first, which is in litigation with American Family Mutual Insurance Company was filed on September 26, 2024.

American Family Mutual Insurance Company filed an insurance coverage action against Rosati's Pizza Enterprises, Inc., Andrew Rosati, Anthony Rosati, and David Rosati ("collectively, the "Rosati Insureds") in the circuit court of Cook County, Illinois, Chancery Division, seeking a declaratory judgment that American Family owes no duty to defend or indemnify the Rosati Insureds in an action styled *Rosati's Franchising, Inc. v. Anthony Rosati, et al.*, Case No. 2022 CH 04376, currently pending in the Cook County Circuit Court (the "RFI Action"). The complaint also seeks reimbursement of all legal fees and costs paid by American Family in connection with its defense of the RFI Action before it denied coverage. Rosati Franchising, Inc. ("RFI") is also named as a nominal defendant in the coverage action as required by Illinois law. The Honorable Michael T. Mullen is the judge assigned to the case.

On February 6, 2025, the Rosati Insureds answered American Family's complaint and asserted counterclaims for breach of contract and declaratory judgment, alleging that American Family breached its duty to defend the RFI Action, is estopped from raising coverage defenses to

its duty to indemnify, and should be found liable for bad faith. The Rosati Insureds also added Midvale Indemnity Company (American Family's subsidiary) as a third-party defendant.

On April 23, 2025, the Rosati Insureds filed a motion for partial judgment on the pleadings, seeking an adjudication that American Family owes the Rosati Insureds a duty to defend in the RFI Action and breached that duty by denying coverage. American Family intends to file a cross-motion for partial judgment on the pleadings, which is due on May 21, 2025. The motions will be fully briefed by July 9, 2025.

If Judge Mullen concludes that American Family owes a duty to defend the Rosati Insureds in the RFI Action and breached that duty to defend, there will be further litigation concerning the amount of defense costs that American Family must pay and whether American Family acted in bad faith in connection with its claims handling practices. In addition, if the Rosati Insureds are found liable in underlying the RFI Action (which went to trial this past month), there will be further litigation as to whether American Family is obligated to indemnify the Rosati Insureds for the amount of that judgment. Conversely, if Judge Mullen concludes that American Family does not owe a duty to defend, that ruling would be dispositive and conclude the coverage case. If Judge Mullen finds that American Family does not owe the Rosati Insureds a duty to defend, he may also order the Rosati Insureds to reimburse American Family for some or all defense costs it has paid to date.

#### Concluded Mediation against Us

Tynesha Brewer on behalf of M&T Chicago Style Pizza, LLC, v. Karen Krug, Andrew Rosati, Mountain Park Square, LLC, and Rosati's Pizza Enterprises, Inc., Case Number CV2024-019786 was filed in the Superior Court of the State of Arizona in and for the County of Maricopa in the State of Arizona on August 1, 2024. This suit was filed against Us and the Franchisee's previous landlord, Mountain Park Square, LLC. This mediation suit arises from the actions of a Default Notice. The landlord ceased operations due to breach of the rental agreement with M&T Chicago Style Pizza, LLC, giving the Franchisor their step-in rights. The Superior Court of the State of Arizona filed a motion to dismiss the amended complaint against Karen Krug, Mountain Park Square, LLC, Andrew Rosati, and Rosati's Pizza Enterprises, Inc., dated October 14, 2024.

Other than the items listed above, Rosati's or their predecessor, parent or affiliate has no other pending lawsuits, an administrative criminal or material civil action alleging a violation of franchise, antitrust or securities laws during the last 10 (ten) years.

#### **ITEM 4.      BANKRUPTCY**

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

#### **ITEM 5.      INITIAL FEES**

There is no Initial Franchise Fee. The Franchise Fee is Zero Dollars (\$0.00); however, if You choose to take Our courses, You will have initial course fees.

When You enroll in Our Training Classes, which are only offered in combination, You must pay Us training course fees totaling Thirty-Five Thousand Dollars (\$35,000.00) by wire transfer, for

both course certifications, which include Business Establishment Training Course Fee, and the Site Selection and Real Estate Training Course Fee (the “Initial Fees”).

You will pay these Initial Fees in two installments; the first installment is the Business Establishment Training Course Fee of Twenty-Five Thousand Dollars (\$25,000.00) which is due when executing Your Business Establishment Training Course Agreement. (unless modified by a State Addendum, attached as Exhibit G to this Disclosure Document.) The second installment is for the Site Selection and Real Estate Training Course Fee of Ten Thousand Dollars (\$10,000.00), which is due at the signing of the Site Selection and Real Estate Training Course Agreement. These Fees are fully earned upon signing the associated Agreement which enrolls You in the Course and are therefore one hundred percent (100%) non-refundable. Upon successful completion of the Business Establishment Training Course and the Site Selection and Real Estate Training Course, You may apply and We will grant You the right to enter into an Ongoing Franchise Agreement with Us. There is no additional upfront payment to Us for the Ongoing Franchise Agreement. All fees are fully earned upon signing their applicable Agreement, and thus are 100% non-refundable.

#### Establishment Agreement

The Business Establishment Training Course Fee is payment, in part, for expenses incurred by Us in furnishing assistance and a copy of Our Business Establishment Manual that contains topics such as: establishing a business, legal entity types, accounting, marketing, POS systems, start-up timetable and preparation for opening information, including among other things, securing required accounts, licenses and permits, décor specifications and required fixtures, furnishings, equipment, supplies, and potential suppliers (see Exhibit C to review the Business Establishment Training Course Agreement). You will also agree to enter into and sign the Site Selection and Real Estate Training Course Agreement with Us (see Exhibit D to review the Site Selection and Real Estate Training Course Agreement), either simultaneously with or after completing the Business Establishment Training Course.

#### Site Selection and Real Estate Training Course Agreement

Upon completion of the Business Establishment Course, You and Rosati's will enter into the Site Selection and Real Estate Training Course Agreement. Upon payment of the Site Selection and Real Estate Training Course Fee, You will be provided with a copy of Our “Site Selection and Real Estate Manual” that contains site selection information, including among other items, site specifications and leasing background information, a sample form real property lease, and instructions for preparing a trade area study and competition survey. The Site Selection and Real Estate Manual will be Yours to use as long as You are still in training with Rosati's.

The Initial Fees, as they are described above, are uniform for all Applicants.

#### Ongoing Franchise Agreement

No earlier than, upon successful completion of the Business Establishment and Site Selection and Real Estate Training Courses, You may apply, and We will grant You the right to enter into an Ongoing Franchise Agreement, for no additional fee. Upon granting the Ongoing Franchise Agreement, You will be provided: (1) an Operations Manual to use, which shall remain Our Confidential Information and sole property; (2) Rosati's specific Site Approval and Layouts; (3) Rosati's specific business establishment and buildout assistance; (4) Franchisee and Managers Rosati's Training; (5) Rosati's Soft Opening and Grand Opening Training for Your staff; and (6) ongoing support and industry knowledge. You and all hired directors and managers must attend the required Ongoing Franchise Agreement training program. You must pay for all travel expenses, room and board, and any related employee costs during the training program.

### Area Development Agreement

If You chose to enter into, and have been approved for, an Area Development Agreement, You must sign the Area Development Agreement simultaneously with the first Ongoing Franchise Agreement for Your first Rosati's Business. Prior to signing an Area Development Agreement, You must have paid the Initial Fees for the first Site Selection and Real Estate Training and Business Establishment Training Courses. In addition, You must pay a non-refundable Area Development Fee of Seventeen Thousand Five Hundred Dollars (\$17,500.00) times the number of additional restaurants to be developed at the time You sign Your Area Development Agreement. When You sign the Ongoing Franchise Agreement for additional franchises, Seventeen Thousand Five Hundred Dollars (\$17,500.00) of the Area Development Agreement will be applied as the Initial Fee for that franchise. The Area Development Fee is not refundable under any circumstances.

### Additional Discounts

We offer a Veteran Discount when You provide Your DD-214 Form of twenty-five percent (25%) off of the Initial Fees or Eight Thousand Seven Hundred Fifty Dollars (\$8,750.00) off, modifying the total due for the Initial Fees to be Twenty-Six Thousand Two Hundred Fifty Dollars (\$26,250.00) for U.S. military who are also eligible for VetFran membership.

### Referral Fee

We currently offer a discretionary referral fee of up to Five Thousand Dollars (\$5,000.00) to existing franchisees who refer a franchise prospect to Us that results in the granting of a franchise to that lead. Any information given to You by a franchisee is coming from him or her in his or her capacity as a franchisee. Franchisees may be required to register as franchise brokers in certain states in order to receive referral fees.

### Refundability

The Initial Fees are non-refundable in whole or in part under any circumstance.

### **ITEM 6. OTHER FEES**

Below is a detailed description of other recurring or isolated fees or payments that You must pay to Us or that We impose or collect for a third-party under the terms of the Ongoing Franchise Agreement. The fees are uniformly imposed unless noted otherwise below in the Remarks column. We reserve the right to increase fees for inflation. All Fees are Due weekly on Thursday by ACH Auto Debited unless stated differently below.

<b>Name of Fee</b>	<b>Amount</b>	<b>Due Date</b>	<b>Remarks</b>
Royalty Fee <sup>1</sup>	5% of Gross Sales	Thursday, for the previous week ending the last full day of the preceding week	For the limited right to use the Rosati's trademarks from due date to due date. See definition of Gross Sales. <sup>3</sup>

Name of Fee	Amount	Due Date	Remarks
National Advertising Fund <sup>1</sup>	\$350 per month or 1% of Gross Sales, whichever is greater	On the first Thursday of the month, for the current month	Contributions must be paid monthly. We do not require National Advertising Funds to be used in cooperative advertising; however, a cooperative may determine its members' required contributions, if one is created by its members. We reserve the right to raise the fee. You will have at minimum thirty (30) days' notice of any change.
Local Advertising Fee	Varies, currently \$0	Upon demand	You will submit every quarter to Us or Our Approved Supplier in the Manual the reports of the advertising that You have done and its costs.
Advertising Cooperative	The amount will vary by cooperative	Upon Demand	We do not currently have any advertising cooperatives; however, We reserve the right to create them in the future with 30 days' notice. They will vary depending upon the area being covered by the cooperative. You will pay an equal amount with all other Franchisees in the cooperative once created.
Technology Fees <sup>7</sup>	\$415 per month	On the first Thursday of the month, for the current month	To Us or third-party vendors for the POS system, the telephone system and the online ordering system, these fees are subject to change
Technology Setup Fees <sup>1,7</sup>	\$15,000.00 to \$25,000.00 for a Carryout/Delivery Restaurant; and \$20,000.00 to \$40,000.00 for a Sports Pub, plus \$1,428.00 per year in maintenance	As incurred	This will cover the initial setup and installation of Your Technology listed above. You may choose to obtain additional items or terminals at training. If You do, there will be an additional fee. You will also be responsible for any ongoing upgrades or updates, maintenance packages and software package after installation for any additional items.
Inspection Fees	Cost of inspection	Upon demand	Payable if We inspect Your operations and find deficiencies
Lease Renewal Fee <sup>8</sup>	Reimburse Our costs, but currently not exceeding \$2,500	As incurred	For Our services relating to the new lease and evaluation of the condition of the leased premises.

<b>Name of Fee</b>	<b>Amount</b>	<b>Due Date</b>	<b>Remarks</b>
Costs and Attorneys' Fees	Will vary under circumstances	As incurred	Payable if We bring an action against You arising out of the Franchise Agreement or Area Development Agreement and We prevail in such action.
Telephone Service Cost <sup>4</sup>	Our direct costs and expenses	As invoiced	Payable if We maintain telephone service at Your restaurant.
Audit Expenses <sup>1</sup>	All costs and expenses associated with audit	Upon demand	Audit costs payable only if the audit shows an understatement in amounts due of 2% or more.
Late Fees <sup>2</sup>	\$100.00	Upon demand	Applies to all overdue reports, Royalty Fees, Marketing Fees and other amounts due to Us per incident. Also applies to any understatement in amounts due revealed by an audit, plus two percent (2%) per month interest; plus legal late and bank fees, if applicable <sup>2</sup> .
Insufficient Funds Fee	\$100.00 or the maximum amount as permitted by State law	Upon demand	Applies to all non-approved (ACH Debit) or returned payments made by You that do not fund or clear Your bank for any reason whatsoever, per incident, plus two percent (2%) per month interest, plus legal late and bank fees, if applicable <sup>2</sup> .
Insurance <sup>7</sup>	Amount incurred	As required by third-party insurance provider	You must have insurance coverage in the amounts specified within the Ongoing Franchise Agreement.
Insurance Policies <sup>5</sup>	Amount incurred	Upon demand	Payable only if You fail to maintain required insurance coverage and We elect to obtain coverage for You.
Transfer Fee <sup>1</sup>	\$17,500.00	Time of transfer	The Transfer Fee is due when submitting the Notice of Selling. This fee is not refundable.  This full fee does not apply if You transfer ownership to Your Own new entity, under Section 18.3 of the Ongoing Franchise Agreement, only a Five Hundred Dollar (\$500.00) fee would be due under that section.
Relocation Assistance <sup>8</sup>	Costs of providing	Time of assistance	We will charge You a Relocation Fee for relocation evaluation if You

Name of Fee	Amount	Due Date	Remarks
	relocation assistance		request it and We agree to provide it.
Other Audit Fees and Amounts <sup>7</sup>	All costs and expenses associated with audit	Upon demand	You are responsible for the costs and expenses of any third-party audits, including governmental audits.
Customer Service <sup>1</sup>	All costs and expenses incurred in assisting Your consumers	Upon demand	You must reimburse Us if We determine it is necessary for Us to provide service directly to any of Your customers.
Remedial Training / Additional Training <sup>6</sup>	Daily Rates as published in the Manual; currently, \$250.00	Time of service	You pay for additional training for additional trainees at Our facility at a rate of Two Hundred Fifty Dollars (\$250.00) per day plus (i) Our travel expenses if We come to You or (ii) Your expenses as well as Your employees' expenses in attending. You will also pay this fee if You fall below the minimum Gross Sales requirement.
Additional Operations Assistance <sup>6</sup>	Daily Rates as published in the Manual; currently, \$250.00	Time of assistance	We provide You with assistance around the beginning of Your operations at no charge to You. You pay for additional assistance if You request it or if We provide assistance to Your customers. We will provide this assistance for up to sixty (60) days at Our Daily Rate per person plus Our expenses.
Ongoing Training Programs <sup>6</sup>	You are required to pay Your expenses as well as Your employees' expenses for attending	Time of program	We provide Update Training. No tuition or training fees are assessed. The Manager (Designated Manager), Franchisee's other managers and/or employees will not be required to attend more than one (1) session(s) in any calendar year and collectively not more than five (5) days in any calendar year, not including any annual convention that is held by Us.
Temporary Management Assistance <sup>1</sup>	Daily Rates as published in the Manual, currently \$250.00	Each day that it applies	Following the death or incapacity of an owner of the Franchised Business, We may assume operation of the Franchised Business until the deceased or incapacitated owner's interest is transferred to a third-party approved by Us, up to a maximum of sixty (60) days. We charge this temporary management fee during

Name of Fee	Amount	Due Date	Remarks
			the time We are operating Your Franchised Business and We will also be entitled to reimbursement of any expenses We incur that are not paid out of the operating cash flow of the Franchised Business, as stated in the Manual.
National / Regional Meetings <sup>7</sup>	\$750 for two attendees, but currently \$0.00	First Thursday in September	We may provide Annual Training at Our Annual Convention. We will provide all convention entrance fees, except travel, room and board costs for up to two (2) to attend the training session. Additional attendees will be billed at Five Hundred Dollars (\$500) each.
Indemnification / Legal Fees	All costs including attorney's fees	Upon demand	You must defend lawsuits at Your cost and hold Us harmless against lawsuits arising from Your operation of the Franchised Business.
Renewal Fees <sup>9</sup>	\$5,000.00	two hundred seventy (270) days prior to expiration	You must notify Us in writing at least two hundred seventy (270) days prior to the end of Your Ongoing Franchise Agreement with Us that You wish to Renew Your Franchise. You must attend refresher training if requested, sign a General Waiver (subject to state law), and execute the then-current Ongoing Franchise Agreement, and comply with current standards. (Ongoing Franchise Agreement Section 4.2)
Replacement Operations Manual	\$500.00 each	Upon request	You are loaned one (1) copy of the Operations Manual. If You require a replacement copy this fee will be due upon loss, destruction or ordering it.
Liquidated Damages on Confidential Information Disclosure only	\$20,000.00 per breach	Upon occurrence	This is contained in the Confidentiality Agreement attached as Exhibit H, and only applies prior to becoming a Franchisee.
Lost Revenue Damages / Liquidated Damages	Amount varies	Within 15 days, after termination, pay the amount due based upon the	An amount equal to One Thousand Dollars (\$1,000.00) per day per occurrence retroactive to the first date of offense, plus the average monthly Royalty Fees You paid to Us during the three (3) fully

Name of Fee	Amount	Due Date	Remarks
		formula noted in the Remarks section	<p>operating months preceding the effective date of termination multiplied by the number of months remaining in this Agreement had it not been terminated or until the Territory is resold, whichever occurs first. If You have not been open at least one (1) year, then the average of all Rosati Pizza restaurants over the last three (3) months will be used to calculate the amount owed.</p> <p>The liquidated damages provision only covers Our damages from the loss of cash flow from the loss of continuing Royalty Fees.</p>
Prospective Supplier Sample Tests	\$250.00, plus actual costs incurred	At time of request	<p>If You wish to have Us test or review a new supplier, there will be a fee for any actual costs incurred plus a Two Hundred Fifty Dollar (\$250.00) fee. The new supplier will go through a 90-day approval process, plus test marketing.</p> <p>Test marketing shall consist of a minimum of ninety (90) days and a maximum of ninety (90) days and must be tested at the Franchisee's location as well as possibly a corporate location.</p>
Maintenance and Renovation	Amounts vary	When needed or every three (3) years, whichever occurs first	<p>You will refresh the Rosati's trade dress every three (3) years. Renovation will be reviewed every seven (7) years, on an as needed or as required basis, based upon the brand standards contained in the Manual.</p>
Taxes	As determined by applicable taxing authorities	Upon demand	<p>You may be required to pay to Us sales taxes, use taxes, and similar taxes as imposed on goods and services sold to You from Us, as determined by what is imposed on Us by local, state and federal taxing authorities, unless the tax is an income tax assessed on Us for doing business where Your Franchised Business is located.</p>

No other fees or payments are to be paid to Us, nor do We impose or collect any other fees or payments for any other third-party. All fees are generally nonrefundable.

## NOTES

1. These fees are imposed by Us and are uniformly imposed and collected through deduction from Your ACH Account on Thursdays, and are payable to Us as listed in the due date column of the above chart. Franchisor-owned units do not have voting power in cooperatives established. The Royalty Fees, the Service Fee, plus any other amounts You owe Us will be deducted as an ACH withdrawal initiated by Us on Thursday from Your business banking account following Our receipt of Your Gross Sales Reports. (see Item 8) We may pass through to You any additional fees We incur if You pay Us any amounts by credit card. You are required to pay to Us an amount equal to all sales taxes, use taxes and similar taxes imposed on the fees payable by You to Us as described above and on services or goods furnished to You by Us at the same time as You submit Your Gross Sales Reports, if any taxing authority imposes taxes on Us, whether such services or goods are by sale, lease or otherwise, unless the tax is an income tax assessed on Us for doing business in Your state.

2. The daily additional fee begins the day after underpayment, plus the maximum amount of interest allowed by law, compounded daily. The maximum amount allowed in Your state may be adjusted on the State Addendum. (see Exhibit G)

3. “Gross Sales” means the aggregate of all income and monthly fees You receive from Customers for the purchase or provision of any goods or services, including enrollment fees or any other person or business entity for the Franchised Business in connection with the Franchised Business (whether or not in accordance with the terms of the Ongoing Franchise Agreement) and whether for check, cash, credit or otherwise, from the sale of products and services (including service charges in lieu of gratuity) regardless of the dollar amount You sell each product or service for, including, without limitation, all proceeds from any business interruption insurance, but excluding (a) all insurance payments, check, cash, credit or debit card refunds made in good faith provided, prior to granting the refunds, the revenue related to the refunds was included in Gross Sales, (b) any sales and equivalent taxes that You collect for or on behalf of and pay to any governmental taxing authority, and (c) any rebate You receive from a manufacturer or supplier.

4. Local and telephone Service Cost is in addition to and exclusive of the Technology / Software Fees.

5. You must maintain certain types of insurance coverage as disclosed in Item 8 or in the Manual. If You do not, We may immediately obtain or reinstate the required coverage on Your behalf, and You must promptly reimburse Us for the costs of obtaining insurance and any additional costs incurred by Us in obtaining Your coverage or reinstatement.

6. These amounts are estimates and approximate the average charge to You for services. Charges may vary based upon the actual time spent by Our staff and the duration of the training or assistance provided.

7. These amounts may be collected by Us and paid to the third-party on Your behalf or may be payable directly to the third-party.

8. Our current legal counsel does not charge Us for this service. If Our counsel does in the future You will have to reimburse Our costs.

9. You will pay the Renewal Fee upon signing Your then-current Ongoing franchise Agreement for the renewal term.

**ITEM 7. ESTIMATED INITIAL INVESTMENT**

<b>YOUR ESTIMATED INITIAL INVESTMENT FOR CARRYOUT / DELIVERY RESTUARANT <sup>1</sup></b>				
<b>EXPENDITURE</b>	<b>AMOUNT</b>	<b>METHOD OF PAYMENT</b>	<b>WHEN DUE</b>	<b>TO WHOM PAYMENT IS TO BE MADE</b>
INITIAL FEES <sup>2, 9</sup>	\$35,000.00 to \$35,000.00	The 2 Separate Payments are due in Lump Sum via cashier's check or direct deposit into Our account.	First the Business Establishment Training Course Fee of Twenty-Five Thousand Dollars (\$25,000.00) is due upon execution of the Business Establishment Training Course Agreement.  The second payment of Ten Thousand Dollars (\$10,000.00) for the Site Selection and Real Estate Training Course Fee is due upon execution of the Site Selection and Real Estate Training Course Agreement.	Us
TRAVEL AND LIVING EXPENSES WHILE TRAINING <sup>9</sup>	\$1,500.00 to \$10,000.00	As Incurred	During Training/Before Opening	Airlines, Hotels, Businesses, Car Rental Companies; etc.
RENT / REAL ESTATE DEPOSIT <sup>3</sup>	\$3,000.00 to \$15,000.00	As Arranged	As Arranged	Landlord
UTILITY AND MISCELLANEOUS SECURITY DEPOSITS <sup>4</sup>	\$2,000.00 to \$10,000.00	As Arranged	Before Opening, may depend upon Your personal credit history or ratings	Landlord and Utility Companies
LEASEHOLD IMPROVEMENTS <sup>5</sup>	\$25,000.00 to \$175,000.00	As Arranged	Before Opening, may be included in lease negotiations	Landlord

**YOUR ESTIMATED INITIAL INVESTMENT FOR  
CARRYOUT / DELIVERY RESTUARANT <sup>1</sup>**

<b>EXPENDITURE</b>	<b>AMOUNT</b>	<b>METHOD OF PAYMENT</b>	<b>WHEN DUE</b>	<b>TO WHOM PAYMENT IS TO BE MADE</b>
SIGNAGE <sup>5</sup>	\$5,000.00 to \$15,000.00	As Arranged	Before Opening	Third-Party Vendors
FURNITURE, FIXTURES, AND EQUIPMENT <sup>6</sup>	\$55,000.00 to \$150,000.00	As Arranged	Before Opening	Approved Suppliers and Vendors
OPENING INVENTORY <sup>7</sup>	\$7,000.00 to \$15,000.00	Lump Sum	As Arranged	Third-Party Vendors
INSURANCE <sup>8</sup>	\$1,700.00 to \$3,000.00	As Arranged	Monthly/As Arranged, A Portion Before Opening	Insurance Company
UNIFORMS				
OFFICE EQUIPMENT AND SUPPLIES	\$500.00 to \$2,500.00	As Arranged	Prior to Opening	Third-Party Suppliers
PROFESSIONAL FEES <sup>15</sup>	\$5,000.00 to \$20,000.00	As Arranged	As incurred, Before Opening	Third-Party Suppliers
LICENSING AND PERMITS <sup>14</sup>	\$1,500.00 to \$20,000.00	As Incurred	During Training/ Before Opening	Third-party Vendors
ADDITIONAL FUNDS <sup>10</sup> (for First 3 Months)	\$5,000.00 to \$30,000.00	As Incurred	As Incurred	Operating Capital
<b>TOTAL<sup>1</sup></b> <b>Rosati's Franchise Single Carryout / Delivery Restaurant</b>	<b>\$147,200.00 to \$500,500.00</b>			

**YOUR ESTIMATED INITIAL INVESTMENT FOR  
SPORTS PUB RESTUARANT <sup>1</sup>**

<b>EXPENDITURE</b>	<b>AMOUNT</b>	<b>METHOD OF PAYMENT</b>	<b>WHEN DUE</b>	<b>TO WHOM PAYMENT IS TO BE MADE</b>
INITIAL FEES <sup>2, 9</sup>	\$35,000.00 to \$35,000.00	The 2 Separate Payments are due in Lump Sum via cashier's check or direct deposit into Our account.	First, the Business Establishment Training Course Fee of Twenty-Five Thousand Dollars (\$25,000.00) is due upon execution of the Business Establishment Training Course Agreement.  The second payment of Ten Thousand Dollars (\$10,000.00) for the Site Selection and Real Estate Training Course Fee is due upon execution of the Site Selection and Real Estate Training Course Agreement.	Us
TRAVEL AND LIVING EXPENSES WHILE TRAINING <sup>9</sup>	\$1,500.00 to \$10,000.00	As Incurred	During Training/Before Opening	Airlines, Hotels, Businesses, Car Rental Companies; etc.
RENT / REAL ESTATE DEPOSIT <sup>3</sup>	\$12,000.00 to \$36,000.00	As Arranged	As Arranged	Landlord
UTILITY AND MISCELLANEOUS SECURITY DEPOSITS <sup>4</sup>	\$2,500.00 to \$20,000.00	As Arranged	Before Opening, may depend upon Your personal credit history or ratings	Landlord and Utility Companies
LEASEHOLD IMPROVEMENTS <sup>5</sup>	\$50,000.00 to \$600,000.00	As Arranged	Before Opening, may be included in lease negotiations	Landlord
SIGNAGE <sup>5</sup>	\$7,000.00 to \$25,000.00	As Arranged	Before Opening	Third-Party Vendors

**YOUR ESTIMATED INITIAL INVESTMENT FOR  
SPORTS PUB RESTUARANT <sup>1</sup>**

<b>EXPENDITURE</b>	<b>AMOUNT</b>	<b>METHOD OF PAYMENT</b>	<b>WHEN DUE</b>	<b>TO WHOM PAYMENT IS TO BE MADE</b>
FURNITURE, FIXTURES, AND EQUIPMENT <sup>6</sup>	\$125,000.00 to \$350,000.00	As Arranged	Before Opening	Approved Suppliers and Vendors
OPENING INVENTORY <sup>7</sup>	\$12,000.00 to \$30,000.00	Lump Sum	As Arranged	Third-Party Vendors
INSURANCE <sup>8</sup>	\$2,500.00 to \$10,000.00	As Arranged	Monthly/As Arranged, A Portion Before Opening	Insurance Company
OFFICE EQUIPMENT AND SUPPLIES	\$500.00 to \$3,000.00	As Arranged	Prior to Opening	Third-Party Suppliers
PROFESSIONAL FEES <sup>15</sup>	\$10,000.00 to \$30,000.00	As Arranged	As Incurred, Before Opening	Third-Party Suppliers
LICENSING AND PERMITS <sup>11</sup>	\$2,000.00 to \$25,000.00	As Incurred	During Training/ Before Opening	Third-Party Vendors
ADDITIONAL FUNDS <sup>10</sup> (for First 3 Months)	\$15,000.00 to \$75,000.00	As Incurred	As Incurred	Operating Capital
<b>TOTAL<sup>1</sup></b> <b>Rosati's Franchise Single Sports Pub Unit</b>	<b>\$275,000.00 to \$1,249,000.00</b>			

Area Development for additional Single Ongoing Franchise Agreements Over Time

This section is only applicable if You apply to become and are awarded a Rosati's Area Development.

<b>YOUR ESTIMATED INITIAL DEVELOPMENT INVESTMENT <sup>1</sup></b>				
<b>EXPENDITURE</b>	<b>AMOUNT</b>	<b>METHOD OF PAYMENT</b>	<b>WHEN DUE</b>	<b>TO WHOM PAYMENT IS TO BE MADE</b>
AREA DEVELOPMENT FEE <sup>2</sup>  (For a 3-Pack or a 5-Pack Area Development)	\$35,000.00 to \$70,000.00	Payment of Lump Sum	The Total amount is due upon signing the Ongoing Franchise Agreement <sup>2</sup>	Us
ESTIMATED INITIAL INVESTMENT FOR FIRST UNIT <sup>1</sup> (includes Initial Fees)	\$147,200.00 to \$1,249,000.00	As described in the Initial Investment Table above for a single Unit.	As described in the Initial Investment Table above for a single Unit.	As described in the Initial Investment Table above for a single Unit.
<b>TOTAL<sup>1</sup></b> <b>Development Units</b>	<b>\$182,200.00 to \$1,319,000.00</b>			

**NOTES**

\* All Funds payable to Us are non-refundable once paid. For specific information see the Refundability section of Item 5.

1. Estimated Initial Investment

The above estimates do not provide for Your cash requirements to cover operating costs after the initial 90-day phase or personal living expenses. You must have additional sums available, whether in cash or through unsecured credit lines or have other assets that You may liquidate or that You may borrow against, to cover Your personal living expenses and any operating costs after the initial 90-day phase of Your Rosati's<sup>®</sup> Franchise. We urge You to retain the services of an experienced accountant or financial advisor in order to develop a business plan and financial projections for Your Rosati's<sup>®</sup> Franchise. Your actual investment will vary depending upon local conditions particular to Your geographic area or market, and the choices You make such as the attorney or accountant You choose to work with. As described in Item 10 below. We do not offer any in-house financing arrangements to You. However, We may provide assistance to You in obtaining outside financing.

We relied upon Our business experience to compile these estimates. You should review these figures carefully with a business advisor before making any decision to purchase the franchise.

We cannot guarantee that this amount will be sufficient or that You will not have additional expenses starting the business. Your costs will depend on factors such as: how much You follow Our methods and procedures; Your management skill, experience and business acumen; local economic conditions;

the local market for Our product; the prevailing wage rate; competition; and the sales level reached during the initial period.

2. Initial Fees and Development Fee

As discussed in Item 5 above, all Initial Fees may be modified by a State Addendum attached as Exhibit G. The discounted Initial Fees for veterans is \$26,500.00. For each subsequent Rosati's Pizza restaurant, the Initial Fees are \$17,500.00, in addition to the first unit.

The actual amount of the development fee will depend on the number of additional Rosati's Pizza restaurants You agree to develop under the Developer Agreement as the development fee is equal to \$17,500 times the number of Rosati's Pizza restaurants You agree to open, above the first unit. For example, if you agree to open 3 Rosati's Pizza restaurants, the development fee would be \$35,000 ( $\$17,500 \times 2$ ); and if you agree to open 5 Rosati's Pizza restaurants, the development fee would be \$70,000 ( $\$17,500 \times 4$ ). We expect that most developers will acquire the right to develop 3 to 5 Rosati's Pizza restaurants, and We have based our estimate above on a 3 to 5 restaurant commitment. We apply the development fee, in \$17,500 increments, towards the Initial Fees due under each Franchise Agreement signed in accordance with the Developer Agreement, beginning with the second such Franchise Agreement.

We estimate that You will not require any additional funds for the first three months of operating your development business. Additionally, You will incur fees and expenses in opening each Rosati's Pizza restaurant You commit to developing under the Developer Agreement. Those additional funds are reflected in the tables above for the initial investment necessary to commence operation of a Rosati's Pizza restaurant.

3. Real Estate/Rent

Your Rosati's Franchised Business will be run out of a business location. The estimate includes rent payments for the first 3 months. For Carryout/Delivery Restaurants, the estimate is based on the typical Carryout/Delivery Restaurant which will occupy approximately 1,200 to 1,600 square feet and will generally be located in a shopping center. For Sports Pubs, the estimate is based on a typical Sports Pub which will occupy approximately 2,400 to 3,600 square feet and will generally be located in a shopping center. The amount that You will pay per square foot may vary greatly upon Your location and local market conditions.

4. Lease, Utility and Miscellaneous Security Deposits

You will most likely be required to pay a lease security deposit (typically the last month's rent) before You can enter the premises. Utility companies may require You to place a deposit and/or pay an installation fee before occupying the premises or installing telephone, gas, electricity and related utility services. These deposits may be refundable under agreements made with the Landlord and utility companies.

5. Leasehold Improvements

Leasehold Improvements costs can vary greatly, but can be significantly reduced if You take over a space that has already been built out for a restaurant or if Your landlord covers the cost of your build-out as part of Your lease. In addition, lower square footage of Your space will significantly reduce the leasehold improvement costs. The lower figure represents the estimated initial investment if Your space is approximately 1,200 square feet (for Carryout/Delivery Restaurants) or 2,400 square feet (for Sports Pubs), with a large portion of the leasehold improvements already included and/or if Your landlord does a large portion of Your build-out as part of your lease. The higher figure represents the estimated initial investment if Your space is approximately 1,600 square feet (for Carryout/Delivery Restaurants) or 3,600 square feet (for Sports Pubs), if You pay for all leasehold improvements and you purchase the leasehold improvements brand new. Required leasehold improvements for both Carryout/Delivery Restaurants and Sports Pubs include plumbing, electrical, HVAC unit(s), painting, flooring, ceiling and

wall covering, trim and molding, prep and serving counters, chair rails, countertops and fans; and Sports Pubs additionally require built-in bar(s) and Our required décor package. This figure does not include all signage necessary for the franchise location.

You must have interior and exterior signage bearing the Marks as prescribed by Us. The cost of signage will vary based upon the supplier of the signage, size, number of signs, and requirements of the building location and may also be affected by applicable municipal code and zoning restrictions. Types of signage include façade store front signs, monument signs and interior signs. The lower figure represents the estimated initial investment if You pay for the paneling for a monument sign, and if You pay for the cost and installation of a façade store front sign and interior signs. The higher figure represents the estimated initial investment if You pay for the erection of a monument sign (usually associated with a free-standing building or an end cap of a retail shopping center) and the associated paneling costs, and if You pay for the cost and installation of multiple façade store front signs and interior signs. You must use at least those signs shown on the standard list of internal and external signs We require for every Franchised Business.

#### 6. Furniture, Fixtures and Equipment

Furniture, fixtures and equipment costs can vary greatly, but can be significantly reduced if You take over a space with existing restaurant furniture, fixtures and equipment or if Your landlord provides some or all of the furniture, fixtures and equipment as part of Your lease. The lower figure represents the estimated initial investment if You take over a space that is already furnished with all or most of the required furniture, fixtures and equipment with the intention of converting the business to a Rosati's Pizza restaurant. The higher figure represents the estimated initial investment if You pay the full purchase prices of all new furniture, fixtures and equipment. The estimated initial investment should be between the lower and higher figures if Your landlord provides some of the furniture, fixtures and equipment as part of Your lease and/or if You purchase some used furniture, fixtures and equipment.

You may, but are not required to purchase or lease delivery vehicles. The vehicles are owned by delivery drivers in accordance with System Standards contained in the Confidential Operations Manual. We expect that if You propose to lease or own a delivery vehicle, the decision will be made after Your Restaurant is open and operating, in which event, must be in accordance with System Standards. The equipment estimate does not include import fees, shipping or freight.

The specific equipment necessary for the operation of a Rosati's Business is listed in the Confidential Operations Manual (the "Manual"). If You purchase, You must purchase approved brands and models from Approved Suppliers. The cost of the equipment will depend on financing terms available, the size of the Franchised Business, brands purchased, and other such relevant factors.

Fixtures may include desks, signs, wall coverings, and decorations. The cost of fixtures will vary, depending on the layout of the Franchised Business, and other relevant factors.

However, all equipment, fixtures, construction, leasehold improvements and interior decor must meet Our standards and specifications and must be approved by Us. Local ordinances may result in variances in the type of required furniture, fixtures or equipment, which may affect the total price.

#### 7. Opening Inventory

The Opening Inventory is the amount of Initial Product or Supplies You must have in Your Rosati's location.

In the chart above, the lower amount is the minimum anticipated amount of initial inventory which, some inventory may be supplied to You prior to Opening by Us. While the reflected higher amount includes the amount for larger locations.

8. Insurance

You must obtain and maintain the required insurance coverage as described by Us in Item 9 of this Disclosure Document and in the Ongoing Franchise Agreement. The cost of insurance will vary based on types and limits of insurance purchased, location of the Franchised Business, terms available and other related factors. The estimate provided is for Your insurance deposit .

9. Training

You and Your Manager must participate in Our training programs as stated in Item 11 of this Disclosure Document. You may participate in Our additional training programs. All Initial Fees are used to defray Our costs for providing training, promotional assistance and materials and other services to be provided by Us. Additional information regarding training is available in Item 11 of this Disclosure Document.

10. Additional Funds

An amount of working capital is projected as sufficient to cover operating expenses for three months, including employee salaries and overhead, but excluding salary for an owner-operator. However, We cannot guarantee that this amount will be sufficient or that You will not have additional expenses starting the business. Your costs will depend on factors such as: how much You follow Rosati's' methods and procedures; Your management skill, experience and business acumen; local economic conditions; the local market for Our product; the prevailing wage rate; competition; and the sales level reached during the initial period.

11. Business Licenses and Permits.

Business license, liquor license and permit fees can vary significantly based on the state's and/or local municipality's requirements, restrictions and approval processes.

15. Professional Fees.

This estimate includes costs for accounting services, architectural design services and legal services. Costs for architectural design services can vary significantly based on the complexity of the design, the local municipality's requirements and restrictions and the duration of the local municipality's permitting, licensing and approval processes. Costs for legal services can vary significantly based on the complexity and duration of the lease and/or contract review processes.

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

This section is only applicable if You apply to become and are awarded a Rosati's Franchised Business.

**Franchised Business and Location**

You must submit the location of Your choosing for approval. The location must meet Our location selection guidelines for a Rosati's Business. The equipment necessary for the operation of a Rosati's Business as listed in the Confidential Operations Manual (the "Manual"). You must purchase approved brands and models from Approved Suppliers. The cost of the equipment will depend on financing terms available, the size of the Franchised Business, brands purchased, and other such relevant factors.

The criteria used in approving the location may include generally accepted criteria for assessing the sales performance of target metropolitan centers, parking availability, signage availability, other businesses, the nature of the business in proximity to the proposed site and other commercial characteristics (including rental obligations and other lease terms for the proposed site) and the size, appearance and other physical characteristics of the proposed site located within the proposed Territory, and diversity of contacts within those areas.

### **Services, Equipment; Fixtures; Furniture and Signs**

You must contract, purchase, lease or license any services, equipment, furniture, fixtures, supplies or other materials to be used in the operation of the Franchised Business, only from suppliers that We designate or approve (which might include or be limited to Us or Our affiliates), if stated in the Manual or previously approved in writing by Us. You may purchase items and services for which We have not identified Approved Suppliers from any source, if the items and services meet Our specifications.

### **Other Products; Supplies and Materials**

You must purchase all products, goods, services, supplies, fixtures, materials or equipment and signs used in the operation of the Franchised Business that meet the specifications and quality standards established periodically by Rosati's and from suppliers and manufacturers approved by Rosati's, as described below.

You must use only envelopes, business cards, letterhead, labels and documentation imprinted with the Marks and colors as prescribed and approved by Rosati's.

### **Specifications and Standards**

To maintain the high standards of the quality assurance program and to ensure compliance with service specifications, OSHA, and industry standards, Rosati's reserves the right to approve sources of services or products sold in Franchised Businesses. If We chose to set a specific specification or standard or if We approve any specific vendors or suppliers, We will share those standards with You in the Manual. Any changes to or modifications of the System, the Manual or any standard will be promptly communicated to You.

You must comply with Our specifications for brands and types of equipment used in Your Franchised Business. If You propose to purchase any items for use in Your Franchised Business from a new source, for which We have identified or designated an Approved Supplier(s), You must submit a Vendor Request Form, for Our approval first and pay any required fees and associated costs We incur. We may require, as a condition of granting approval that Our representative(s) be permitted to inspect the supplier's facilities, and that information, specifications, and samples as We reasonably request be delivered to Us for testing. We will notify You initially within ninety (90) days of Your request as to whether We approve the supplier or product to begin testing with. If no final approval (after testing, if required), is received within one hundred twenty (120) days, it is deemed denied. Upon written acceptance and approval by Us of services or products and suppliers submitted for inclusion on the Approved Suppliers List and Approved Supplies List, You will be free to purchase such service or product from such Approved Supplier. We may revise Our Approved Supplier and Approved Supplies List.

We apply the following general criteria in designating a proposed supplier as an approved source:

1. Ability to provide the service or product to Our quality specifications;
2. Production and delivery capability;
3. Minimum standards for safety;
4. Integrity of the supplier; and
5. Legality of the product or company.

## **Insurance**

You must obtain and maintain insurance, at Your expense, with policy limits as required by Us, applicable law, Your landlord, and lender or otherwise. The policies must be written by an insurance company reasonably satisfactory to Us with an A.M. Best Key Rating of “A-” or better and include the risks, amount of coverage and deductibles as stated below. We reserve the right to increase the minimum insurance requirements.

- a) “All risk” property insurance, including business interruption insurance, customarily obtained by similar businesses in Franchisees general area to cover, at a minimum, all assets including inventory, furniture, fixtures, equipment, supplies and other property used in the operation of the Rosati’s Franchised Business;
- b) General commercial liability insurance, including Cyber Liability coverage, in an amount of not less than \$1,000,000.00 per occurrence with a \$2,000,000.00 general aggregate;
- c) Comprehensive general liability insurance, including products and contractual, in an amount of not less than \$1,000,000.00 per occurrence with a \$3,000,000.00 general aggregate;
- d) Workers’ compensation insurance for statutory limits and employer’s liability insurance in an amount not less than \$100,000.00 each accident / \$100,000.00 each employee with a \$500,000.00 policy limit, and any other coverage required by law;
- e) Sexual/physical abuse insurance of not less than \$1,000,000.00 per occurrence with a \$2,000,000.00 general aggregate;
- f) Automobile liability coverage, including coverage of owned, non-owned and hired vehicles with coverage in amounts not less than \$1,000,000.00 combined single limit;
- g) Liquor liability insurance of not less than \$1,000,000.00 per occurrence with a \$2,000,000.00 general aggregate, if the location serves or sells beer, wine or liquor;
- h) Umbrella policy coverage for not less than \$1,000,000.00 per occurrence with a \$2,000,000.00 general aggregate.
- i) You must name and maintain Us as “an additional insured” on all insurance policies. You must also provide annual copies to Us at time of renewals.

## **Bookkeeping and Records**

You will establish and maintain a bookkeeping, accounting and record keeping system conforming to Our requirements, as may be periodically revised. You will submit periodic reports, forms and records as specified in the Ongoing Franchise Agreement or the Manual or otherwise.

## **Benefits to System from Approved Suppliers**

In 2024, Rosati’s receives revenue, rebates or other material consideration based upon required purchases or leases from its third-party Approved Suppliers. For the fiscal year ending December 31, 2024, Our revenues from Franchisees’ required purchases or leases were \$1,677,528 or 21% of Our total revenues of \$7,863,515. Required purchases or leases are estimated to make up 70% to 80% of a Franchisee’s total initial investment and 70% to 80% of a Franchisee’s annual operating expenses.

Rosati's may negotiate purchase arrangements for all Franchisees with various suppliers, for the mutual benefit of all Franchisees, which may include price terms. Rosati's does not provide material benefits of any kind to You based on Your use of designated or approved sources.

We currently are in negotiations with several suppliers for discounted rates for products, furniture and fixtures which will have a positive benefit to You. Our intent is to continue this practice whenever possible. We do currently have purchasing or distribution agreements in place. We will continue to work with the vendors in an effort to lower pricing or slow the inflation, based upon volume purchasing of our franchisees. Ultimately, however, vendors pricing is not controlled by Us.

## **ITEM 9. FRANCHISEE'S OBLIGATIONS**

**This table lists Your principal obligations under the Ongoing Franchise Agreement and other agreements. It will help You find more detailed information about Your obligations in these agreements and in other ITEMS of this Disclosure Document.**

<b>Obligation</b>		<b>Section In the Site Selection Agreement (Prelim), Establishment Agreement (EA), Ongoing Franchise Agreement (FA) and Development Agreement (DA)</b>	<b>ITEM In the Disclosure Document</b>
a.	Site selection and acquisition/lease	Prelim: Article III FA: Article 5 DA: Article 4	ITEMS 11 and 12
b.	Pre-opening purchases/leases	Prelim: Article IV FA: Articles 5, 12 and 15 DA: None	ITEMS 7, 8 and 11
c.	Site development and other pre-opening requirements	EA: Article 1 FA: Articles 5 and 8 DA: Article 4, Exhibit I	ITEMS 7, 8 and 11
d.	Initial and ongoing training	Prelim: Article II & V EA: Article 5 FA: Article 8 DA: None	ITEMS 6, 7 and 11
e.	Opening	EA: Article 4 FA: Articles 5, 8 and 13 DA: Article 4, Exhibit I	ITEM 11
f.	Fees	Prelim: Article I EA: Article 1 FA: Articles 3, 5, 8, 10, 11, 12, 13, 15, 18 and 21 DA: Article 3	ITEMS 5, 6, 7 and 11
g.	Compliance with standards and policies/Operating Manual	FA: Articles 5, 6, 7, 9, 10, 11, 12, 13 and 15 DA: Article 6	ITEMS 8 and 16
h.	Trademarks and proprietary information	Prelim: Article IX EA: Article 12 FA: Articles 6, 7 and 9, Exhibit 6 DA: Article 6	ITEMS 13 and 14

<b>Obligation</b>		<b>Section In the Site Selection Agreement (Prelim), Establishment Agreement (EA), Ongoing Franchise Agreement (FA) and Development Agreement (DA)</b>	<b>ITEM In the Disclosure Document</b>
i.	Restrictions on products/services offered	FA: Articles 5, 6, 7, 10 and 13 DA: Article 2	ITEMS 8 and 16
j.	Warranty and customer service requirements	EA: Article 17 FA: Article 13 DA: None	ITEM 16
k.	Territorial development and sales quotas	FA: Article 2 DA: Article 4, Exhibit I	ITEM 12
l.	Ongoing product/service purchases	FA: Article 13 DA: None	ITEMS 8 and 11
m.	Maintenance, appearance and remodeling requirements	FA: Articles 5, 10 and 13 DA: None	ITEM 6
n.	Insurance	FA: Article 15 DA: None	ITEMS 6, 7 and 8
o.	Advertising	FA: Articles 3 and 11 DA: None	ITEMS 6, 7 and 11
p.	Indemnification	EA: Article 17 FA: Article 21 DA: Article 11	ITEM 6
q.	Owner's participation/management/ staffing	FA: Articles 8 and 13 DA: Article 4	ITEM 15
r.	Records and reports	FA: Articles 6 and 12 DA: None	ITEM 11
s.	Inspections and audits	FA: Articles 6, 12 and 16 DA: Article 4	ITEMS 6, 11 and 13
t.	Transfer	FA: Articles 16 and 18 DA: Article 7	ITEM 17
u.	Renewal	FA: Articles 4 and 16 DA: None	ITEM 17
v.	Post-termination obligations	FA: Article 17 DA: Article 9	ITEM 17
w.	Non-competition covenants	FA: Articles 7, 17 and Exhibit 2 DA: Article 9	ITEM 17
x.	Dispute resolution	Prelim: Article XII EA: Article 13 FA: Article 23 DA: Article 13	ITEM 17

**ITEM 10. FINANCING**

We are not required to offer You any Financing Options. At Our choice, based upon Our sole discretion, We have decided at this time to not offer any in-house financing options. However, We may assist You in obtaining outside financing for Your franchise.

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

**Except as listed below, We are not required to provide You with any assistance.**

A. Our Pre-Opening Obligations

Before You open Your Business, We will:

1. Grant access to the Business Establishment Training Course. This training is described in detail later in this ITEM;
2. Grant access to the Site Selection and Real Estate Training Course. This training is described in detail later in this ITEM;

Upon signing the Ongoing Franchise Agreement, We will provide the following:

1. designate Your Territory, as further described in ITEM 12 (Ongoing Franchise Agreement, Section 2.5 and 5.1);
2. if You are a Developer, designate Your Development Territory, based upon the then-current site criteria, as further described in ITEM 12 (Development Agreement, Section 2.1 and Exhibit I;
3. provide You Our current site selection guidelines and criteria, and provide site selection counseling and assistance. The factors which We may consider for the site selection is demographic radius characteristics and growth factors in the area, traffic patterns, ease of access, parking, visibility, allowed signage, competition from other businesses providing similar products and services, the proximity to other businesses, the nature of the businesses in proximity to the proposed site, and other commercial characteristics (including rental obligations and other lease terms for the proposed site) and the size, appearance and other physical characteristics of the proposed site location. We recommend that the size of the location be 1,200 to 1,600 square feet for a Carryout/Delivery Restaurant and 2,400 to 3,600 square feet for a Sports Pub;
4. coordinate with You and Our then-current approved Commercial Broker CCIM/Vendor to assist You in locating an appropriate location for Your Franchised Business and negotiating Your commercial lease according to Our requirements, which include protective provisions for You. However, You are solely responsible for locating and submitting three (3) sites for Your Franchised Businesses in Your search Territory for Our approval. We must approve or deny the proposed sites within thirty (30) days or the site will be deemed approved. If none of the sites are deemed approved, You must submit another set of three (3) sites until an approval is obtained (Ongoing Franchise Agreement, Section 5.1 and 5.3);
5. if You are a Developer, You must locate each of Your Franchised Businesses in the Development Territory, and for each, You must propose the specific sites for Our consideration according to the process above. You are solely responsible for locating and obtaining sites for Your Franchised Businesses in Your Development Territory that meet Our standards and criteria and that are acceptable to Us, We will assist You in finding a suitable site (Development Agreement, Sections 2.1 and 4.3);

*Note: Neither We nor any of Our employees have special expertise in selecting sites; We make no representations that Your Franchised Business will be profitable or successful by being*

*located at the Approved Location. Any approval is intended only to indicate that the proposed site meets Our minimum criteria based upon Our general business experience;*

6. review and approve Your lease or purchase agreement for the site for the Approved Location, including if applicable, discussions and assistance in obtaining the required Lease Rider for Your location. . If You fail to obtain Our approval of a site and either sign a lease or purchase such location within 120 days of signing the Franchise Agreement, We may terminate Your Franchise Agreement (with no refund of any amount paid to Us) (Ongoing Franchise Agreement, Section 5.3);

*Note: Our review of Your lease or purchase agreement and any advice or recommendations We may offer is not a representation or guarantee by Us that You obtained the best deal for the lease or that You will succeed at the leased or purchased premises;*

7. provide You with a standard overview for the build-out, such as sample floor plans of the Franchised Business, if necessary, along with a list of suggested equipment that You might choose to purchase or lease and install (Ongoing Franchise Agreement, Section 5.4);

*Note: Neither We nor any of Our employees have special expertise in conforming the plans and specifications to Your local Territory. You will be solely responsible for ensuring that all local ordinances and building codes are followed and that You obtain all required permits if You choose or are required to build-out;*

8. provide You with assistance with procuring equipment, signs, fixtures, opening inventory, and supplies. We will either provide it to You directly or provide a list of Approved Suppliers with written specifications in the Manual. We do not install any items (Ongoing Franchise Agreement, Sections 8.2 and 13.1);

9. provide the Site Selection and Real Estate Training and Business Establishment training programs. This training is described in detail later in this ITEM (Ongoing Franchise Agreement, Section 8.1);

10. provide the Initial Training Program for the operation of Rosati's Pizza restaurants using the System.. This training is described in detail later in this ITEM (Ongoing Franchise Agreement, Section 8.1); and

11. provide to You, on loan, one (1) copy of the Rosati's® Ongoing Operations Manual, either in electronic or paper form. The Table of Contents of the Operations Manual, along with the number of pages devoted to each section, is described in detail later in this ITEM (Ongoing Franchise Agreement, Section 9.1);

B. Typical Length of Time Between the Signing of the Ongoing Franchise Agreement and Beginning Operation

We estimate that the typical length of time between the signing of the Ongoing Franchise Agreement and the Opening of a Rosati's Business to be between 5 to 12 months for a leased property or purchased property, which We do recommend or require. Factors that may affect Your beginning operations include Your completion of the training package requirements, ability to secure travel arrangements for training, financing, compliance with local ordinances, available training seats when signing, general contractors' abilities and timelines, weather conditions and delays in setup or installation of computers, software, equipment and fixtures. You are required to open Your Franchised Business and be operational for Your Soft Opening within three hundred sixty-five (365) days after signing the Ongoing Franchise Agreement, unless waived in writing, otherwise We may terminate the

Franchise Agreement immediately upon delivery of notice to You. We will have no obligation to refund any portion of the Initial Fees. (Ongoing Franchise Agreement, Section 5.6 and Section 16.2)

C. Other Assistance During the Operation of the Rosati's® Franchised Business

After the Opening of the Rosati's® Franchised Business, We will:

1. periodically, no less than quarterly, advise and offer general guidance to You by telephone, e-mail, webinars, newsletters or other methods. Any guidance provided will be based on Our, Our Affiliates' (if applicable), Our Suppliers' and Our other Franchisees' experience in operating Rosati's Businesses. Such advice and guidance may consist of knowledge and experience relating to the authorized services or products, assistance in obtaining consumers, communication of new developments, improvements or additions, software, equipment and supplies, as well as operational methods, accounting procedures, marketing and sales strategies; (Ongoing Franchise Agreement, Section 14.1)

2. make periodic visits to the Franchised Business to assist and guide You in various aspects of the operation and management of the Franchised Business, as We see fit. We may prepare written reports outlining any suggested changes or improvements in the operations of the Franchised Business and detail any deficiencies that become evident as a result of any such visit. If We prepare a report, You will be provided with a copy; (Ongoing Franchise Agreement, Section 14.2)

3. communicate directly with the consumer, marketing, employees or independent contractor(s) or other person or entity not the Franchisee, to provide assistance before, during or after the initial sale at the rates published in the Manual, payable weekly by ACH Deposit, by Thursday of the week following the support; (Ongoing Franchise Agreement, Sections 8.6 and 14.1)

4. make available to You changes and additions to the System as generally made available to all Franchisees; (Ongoing Franchise Agreement, Section 10.2 and 14.3)

5. periodically, provide advertising and promotional materials including ad-slicks, brochures, fliers, and other materials for Your use or purchase; (Ongoing Franchise Agreement, Section 14.4)

6. approve forms of advertising materials You will use for Local Advertising, Opening Advertising and any optional Advertising; (Ongoing Franchise Agreement, Sections 11.1, 11.3, 11.4 and 11.5)

7. maintain Our websites located at [www.MyRosatis.com](http://www.MyRosatis.com), and [www.RosatisFranchising.com](http://www.RosatisFranchising.com) and continue to promote Rosati's Businesses through the Internet. We will prepare and maintain an interior page to Our site promoting or giving information about Your Franchised Business, whose leads will be directed solely to You; (Ongoing Franchise Agreement, Section 11.4)

8. maintain Our Social Media sites and applications such as: X, Facebook, Instagram, LinkedIn and other sites and applications that We may establish. We do not allow You to establish or utilize Social Media sites or applications for business purposes except those created by Us for Your use. Further, any representations from You or Your employees regarding Your profits or earnings made on any Social Media site or application, even if made from a personal Social Media account, is deemed a breach of Confidential Information under the Ongoing Franchise Agreement, and You will be responsible for all costs including legal costs for any required fines or legal actions as a result of Your postings; (Ongoing Franchise Agreement, Section 11.4)

9. provide You with modifications to the Manual as they are made available to Franchisees; (Ongoing Franchise Agreement, Section 9.2)

10. provide You with modifications to the security and camera system procedures as needed; (Ongoing Franchise Agreement, Section 9.2);

11. provide You administrative bookkeeping and accounting control procedures as needed; (Ongoing Franchise Agreement, Sections 12.3 and 12.4) and

12. will treat all Franchisees equal. All services and support will be on a first come first served basis. Large or multi-unit owners will not receive any special treatment by Us over single unit Franchisees. If We create or roll out new system programs, services or benefits, they will be immediately applicable to You and all other Franchisees in the RPE System, after completion of a beta test market program, if applicable. All Ongoing Franchise Agreements will contain this same provision. (Ongoing Franchise Agreement, Sections 10.1)

#### D. Advertising and Promotion

You will participate with local advertising and the national advertising program. We do not have an advertising council composed of franchisees. You and 1 or more other franchisees may create an advertising cooperative if you wish, but they are not required by the franchisor. Each individual (not each location) will have one vote in determining whether to create an advertising cooperative. If an advertising cooperative is created by any 2 or more franchisees, each location covered by the reach of the advertising, including any franchisor-owned locations, must pay an equal percentage of the cost of the advertisement.

##### 1. Local Advertising

All advertising and promotions must be approved in writing by Us in advance. We have fourteen (14) day(s) to approve the submission. If We do not approve the advertising or promotions You submit within fourteen (14) day(s), they are deemed denied and You may not use them. (“Local Advertising”).

On the first Thursday of each quarter after the Franchised Business opens, You will furnish to Us an accurate accounting of the expenditures and which ads were utilized on Local Advertising done for the preceding ninety (90) day period. Marketing methods utilized may include but not be limited to those contained within the Manual, and approved advertising materials such as Newspaper ads, Direct Mail, Coupon Direct Mail Co-ops, Print Media and Business to Business marketing efforts within Franchisees Territory, and non-monetary sponsorships within the community or gifts to select Customers in the community, such as military, police, firemen or other service people. (Ongoing Franchise Agreement, Article 1, Section 11.1 and 12.5)

##### 2. National / Regional Advertising

We have developed a Territory-wide National Advertising Fund that You will be required to contribute to. We have set the exact amount that You must contribute to Three Hundred Fifty Dollars (\$350.00) per month or five percent (5%) of Gross Sales, whichever is less, following the date the Franchised Business is open to the public (Ongoing Franchise Agreement, Section 11.2).

We will Administer the National Advertising Fund as follows:

(a) We will control the creative concepts and the materials and media to be used, and We will determine the placement and allocation of advertisements. We may use print,

television, radio, Internet or other media for advertisements and promotions. We do not guarantee that We will spend any particular amount in Your Territory or that any particular Franchisee will benefit directly or in proportion to their contribution from the placement of advertising by the National Advertising Fund;

(b) We may use Your contributions to meet or reimburse Us for any cost of producing, maintaining, administering (including costs of personnel), directing and conducting research and advertising (including the cost of preparing and conducting television, radio, billboard, Internet, video, video-streaming, digital signage, audio, magazine, newspaper and direct mail advertising campaigns, conventions and other public relations activities; developing and/or hosting an Internet web page of similar activities; employing advertising or public relations agencies to assist therein; and providing promotional brochures and other marketing materials to Franchisees). We initially plan to conduct all advertising in-house or We may use a national or regional marketing agency. We will maintain Your contributions in a separate account from Our other funds and We will not use them for any of Our general operating expenses, except for Our reasonable administrative costs and overhead related to the administration of the National Advertising Fund;

(c) We expect to use all contributions in the fiscal year they are made. We will use any interest or other earnings of the National Advertising Fund before We use current contributions. We intend for the National Advertising Fund to be perpetual, but We have the right to terminate it if necessary. We will not terminate the National Advertising Fund until all contributions and earnings have been used for advertising and promotional purposes or have been returned to Our Franchisees on a *pro rata* basis. Any funds not used in a particular fiscal year will rollover to the next fiscal year for use;

(d) All Rosati's Businesses owned by Us will make similar contributions to the National Advertising Fund as required of Franchisees;

(e) We will have an accounting of the National Advertising Fund prepared each year and We will provide You with a copy if You request it. We may require that the annual accounting be audited by an independent certified public accountant at the National Advertising Fund's expense;

(f) The National Advertising Fund is not a trust and We assume no fiduciary duty in administering the National Advertising Fund; and

(g) We anticipate that the percentages of use for the National Advertising Fund will be 80% spent toward media and advertising production, 20% media placement on a national or regional basis, and around 0% of the National Advertising Fund for administrative expenses, new franchisee solicitations, and follow-through. (Ongoing Franchise Agreement Article 1)

### 3. Listing Your Business

You must list the telephone number for the Franchised Business in Your local telephone white pages directory, and online directories. If You choose to advertise Your Franchised Business in the "yellow pages" online it must be in the category that We specify. You must place the listings together with other Rosati's Businesses operating within the distribution area of the directories, including any Print Ads or Radio Ads. You must also list Your business in or on Google Businesses, Facebook Ads, Bing and Google Adwords. All online or Internet based requirements will be completed by Our marketing agency. You will be responsible for the costs associated with this online requirement. (Ongoing Franchise Agreement, Section 11.5)

E. Computer/Software/Phone System

You must obtain and install a point-of-sale (“POS”) system, POS server, computer system, web-based platform, and other technology systems, including a customer order processing and inventory system and/or cash register and credit/debit card system that We approve for Rosati’s Pizza restaurants (collectively, the “Computer System”). We may modify our System Standards for the Computer System periodically, and You must update Your Computer System to comply with Our modified System Standards promptly after You receive notice. There are no contractual limitations on the frequency and cost of this obligation, and We are not required to reimburse You for these costs. The Computer System currently consists of software, POS terminals, a POS server, cash drawers, printers, a personal computer including Microsoft Office, a managed switch, kitchen video monitors, remote printers, magnetic swipe-card, pin or chip readers, DSL or other high-speed connections.

We require that You use the Arrow POS system, which also includes Arrow POS-Vivid online ordering. This POS system also facilitates the use of gift cards which You are required to offer and accept. This POS system allows online ordering which You are required to offer to customers. The estimated initial cost is Fifteen Thousand Dollars to Twenty-Five Thousand Dollars (\$15,000.00 to \$25,000.00) for a Carryout/Delivery Restaurant and Twenty Thousand Dollars to Forty Thousand Dollars (\$20,000.00 to \$40,000.00) for a Sports Pub. These prices can be substantially reduced based on the number of stations required. Although We have used this POS system in the past, We do not guarantee their future performance and are not responsible for their service issues. The monthly POS software is part of the Technology Fees paid monthly. The estimated annual cost for maintenance for the Computer System is One Thousand Four Hundred Twenty-Eight Dollars (\$1,428.00). In addition to You will be required to purchase the Pizza Cloud platform and hardware.

Presently, We suggest You have QuickBooks accounting system. We have not obtained a multi-user franchising direct agreement with the manufacturer of QuickBooks. Although We do not set the pricing, the manufacturer does, currently the pricing for QuickBooks is Sixty Dollars (\$60.00) per month for the online version. In addition, Franchisee must utilize the QuickBooks learning package if Franchisee does not currently use QuickBooks. We will have access to the accounting system through QuickBooks remote access to validate the revenue for royalties, and the profitability of Your Franchised Business. (Franchise Agreement Section 3.6)

There is currently only one approved phone system that You will use that satisfies Our requirements. The phone system utilizes Pizza Cloud. You must purchase the approved system. The approved system includes at minimum two (2) VoIP phones, and a router for Your sized location. This system is included in the Technology Fees You pay monthly. We reserve the right to act as collection agent for the phone system, and collect fees You owe. These fees will be a part of the Technology Fees collected from You on a monthly basis. You must purchase and use only the authorized phone and its system to operate the Franchised Business.

There are other electronic requirements You must adhere to. Each location must have a music system on at all times during business hours which play Our preapproved playlists. You must maintain a music system that will play Our specified Rosati's music channel. You must use and maintain all security or surveillance camera systems specified in the Manual.

We shall have full access to all of Your computer(s), software, phone data, recordings and systems and all related information by means of continuous direct access, whether in person or by telephone, modem or Internet to permit Us to verify Your compliance with your obligations. We shall have the right to independently access Your entire computer, point-of-sale system, software and phone data, recordings and systems and all related information collected or compiled by You or in accordance with Your use of the computer,

software, and phone systems, at any time, without notifying You. (Ongoing Franchise Agreement, Sections 12.6, and 12.7)

Neither We, nor an affiliate or any third party are obligated to provide maintenance, repairs, upgrades or updates to Your Computer System. We recommend that You obtain a maintenance contract with a reputable organization for Your Computer System. You may be required to upgrade or update any computer software program during the term of the Franchise Agreement, and have hardware that will support all required software programs. There are no contractual limitations on the frequency or costs associated with this obligation. (Ongoing Franchise Agreement, Sections 12.6, and 12.7)

We reserve the right to modify the System on an ongoing basis.

F. E-Problem Disclaimer

Computer systems are vulnerable in varying degrees to computer viruses, bugs, power disruptions, communication line disruptions, Internet access failures, Internet content failures and similar problems, and attacks by hackers and other unauthorized intruders (“E-Problems”). We have taken reasonable steps so that E-Problems will not materially affect Our business. We do not guarantee that information or communication systems that We or others supply will not be vulnerable to E-Problems. It is Your responsibility to protect Yourself from E-Problems. You should also take reasonable steps to verify that Your suppliers, third-party vendors, lenders, landlords, and governmental agencies on which You rely, have reasonable protection from E-Problems. This may include taking reasonable steps to secure Your systems (including firewalls, password protection and anti-virus systems) and to provide backup systems. (Ongoing Franchise Agreement, Section 12.6)

G. Manual

Business Establishment Manual

We will provide You with a Business Establishment Manual. The Table of Contents for the Business Establishment Manual, as of the date of this Disclosure Document is as follows:

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iii) Limited Liability Company (Manager, Member and Series)	
iv) Corporation (C-Corp and S-Corp)	
b) Operating agreement	
c) Partnership agreement	
d) Business trust	
e) Succession planning	
<b>2) Banking and Credit Cards</b>	7
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b) Credit card types	
c) Options for processing	

d) Understanding credit card processors	
<b>3) Utilities and Services</b>	2
<b>4) Licenses and Permits</b>	2
a) Typical licenses required	
b) Direction to check local requirements regarding codes, zoning, etc.	
<b>5) Signs</b>	2
a) Requirements	
b) Approval process	
<b>6) Your tax obligations</b>	3
a) How to get a Federal Tax ID number, etc.	
b) What to use the Tax ID number for	
c) Federal taxes	
d) State taxes	
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i) Specifics of coverage required	
b) Insurance company rating requirements	
<b>8) General Contractors</b>	8
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ii) How to work with any sub- contractors	
iii) Liens and lien releases – how they function	
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(2) Returns	
(3) Shipping terms	
<b>10) Furnishings and Design</b>	4
a) Architects	
b) Types of typical layouts for Your industry	
i) Front of house	
ii) Back of house	
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a) Accounting	
i) Accounting files setup	
ii) Accounting software choices	
iii) Accounting chart of accounts for Your industry	
b) Bookkeeper	
i) What reports to provide	
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iii) How to ensure compliance	
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b) Interviewing	
c) Hiring	
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b) Marketing to the customer	
c) Creating culture	
d) Greeting the customer	
e) Concluding the sale policy	
f) Return policies	
g) After sales marketing	
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Site Selection & Real Estate Manual

We will provide You with a Site Selection and Real Estate Manual. The Table of Contents for the Site Selection and Real Estate Manual, as of the date of this Disclosure Document, is as follows:

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a) Site selection criteria	
i) Recommendations about the best sites	
b) User needs and considerations	
i) Size	
ii) Location	
iii) Term length	
iv) Zoning	
v) Where Customers come or go (going home or to work, medians, etc.)	
vi) Demographics	
vii) Traffic counts	
viii) Brand image	
ix) Competition (Who's near? Who's missing?)	
x) Parking (can KILL a retail business)	
xi) Hours of operation	
xii) When needed to open (the process takes time-plan ahead)	
c) Site approval process	
i) Process for sites	
ii) Any requirements for locations	
<b>2) Steps and Terms of the Lease</b>	2
a) RFP vs LOI	
b) Letter of Intent	
c) Lease TI's	
d) Common Areas	
<b>3) Types of Leases</b>	1
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c) Investment real estate	
d) CCIM	
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b) ESRI	
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a) Your commercial real estate agent	
b) Landlord commercial real estate agent	
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c) Negotiating a lease	
d) Timelines	
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Ongoing Franchise Operations Manual

We will loan to You, during the term of the Ongoing Franchise Agreement, one (1) copy of the Set of Manual containing reasonable and mandatory specifications, standards, operating procedures and rules prescribed by Us for Rosati's Businesses and information relative to Your other obligations and the operation of a Rosati's® Franchised Business. You must maintain a current, updated copy of the set of Manual. If there are any disputes over the contents of the Manual, the terms of the master copy maintained at Our headquarters will control. Our interpretations of the provisions of the Manual are controlling, and You must abide by Our interpretations. We will have the right to periodically add to and otherwise modify the Manual to reflect changes in the specifications, standards, operating procedures and rules required by Us for Rosati's Businesses, provided no addition or modification will materially change Your fundamental status and rights under the Ongoing Franchise Agreement or require You to spend unreasonable additional capital investment (Ongoing Franchise Agreement, Article 9).

The Table of Contents for the Rosati's® Operations Manual, as of the date of this Disclosure Document are as follows:

# Rosati's Pizza Franchise Operations Manual

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We have a compilation of three (3) Manuals and materials that total 669 pages. Failure to follow the mandatory specifications, standards or operating procedures in the Manual, as amended from time to time, may constitute a material breach of the Ongoing Franchise Agreement. If such a material breach

is not cured within thirty (30) days of receipt of the written notice of default from Us, We may terminate the Ongoing Franchise Agreement. (Ongoing Franchise Agreement, Section 16.2)

#### H. Training

We shall provide, and You and Your Manager must successfully complete in conjunction with beginning operation of the Franchised Business, four levels of training. The four (4) levels include two (2) Pre-Training Courses; the Initial Training at one of Our Restaurants, of at least two (2) weeks; plus a total of three to five (3 to 5) weeks of training at Your Franchised Business, which includes two (2) components, the Soft Opening Training which shall be completed prior to opening to the general public; and the Opening Program, which includes the Opening day plus Post Opening Assistance of two to four (2 to 4) weeks of additional guidance from Our training staff.

Additional trainees or a returning / retraining trainee will be charged a per day fee of Two Hundred Fifty Dollars (\$250.00) for the training. The following amount of training will occur during each phase of the Onboarding and Opening periods:

<u>Training Level</u>	<u>Amount of Training</u>
Pre-Training Courses	fifty-nine (59) hours of Business Establishment training, and thirty-three (33) hours of Site Selection and Real Estate training.
Initial Training Program	two (2) calendar week(s) minimum of classroom and on-the-job initial training program, at our location. We offer unlimited amount of Initial Training, up to three (3) months upon request for no additional fee.
Soft Opening (at the Franchised Business)	five (5) day(s) of operation with the staff and the Family & Friends Soft Opening assistance and Pre-Live Opening assistance
Live Opening	one (1) business day(s) of Franchisor's presence associated with Franchisee's Opening Day
Post Opening Assistance	two (2) weeks minimum operations assistance post opening at the Franchised Business. Franchisor may extend the timeframe if deemed needed to four (4) weeks.

We will break down each training level and course in more detail below.

#### Pre-Training Courses

You will complete the Business Establishment Training Course and the Site Selection and Real Estate Training Course program. In the Business Establishment Training Course You will learn about creating a company; utilizing banking and credit cards; utilities and services; licenses and permits; signage; Your tax obligations; insurance; how to work with general contractors; required equipment and supplies; furnishings and design; professionals that are needed; POS systems; emergency practices and policies; human resources; and customer service.

After You have successfully completed the Business Establishment Training Course, You will begin the Site Selection and Real Estate Training Course. During this course, You will learn the types of locations; steps and terms of the lease; types of leases; how to find a real estate professional; marketing analytics & research; obtaining site data; uncovering special needs for your industry; evaluating competitors; and locating your business.

### Initial Rosati's Training Program

Upon approval and confirmation that You have successfully completed the Pre-Training Courses, We will send You the Ongoing Franchise Agreement, and will conduct the Ongoing Franchise Agreement training program(s), either online or in person at Our option.

We expect that Initial Training will be conducted for You and Your Managers at a Rosati's Pizza restaurant approximately six to nine (6 to 9) months after You sign Your Ongoing Franchise Agreement. You must complete the Initial Training at least thirty (30) days prior to opening Your Rosati's Business.

You may bring additional trainees; each additional trainee or returning trainee will be charged a per day fee of Two Hundred Fifty Dollars (\$250.00) for the training. Training will take place at Our headquarters location, online or at another location or locations We designate. The Ongoing Franchise Agreement training program covers all material aspects of the operation of a Rosati's Business, including such topics as: the History of Rosati's, Responsibilities of Franchisee, Pre-Opening Procedures, Site Selection Process, Daily Operations, Marketing, and Managing the Restaurant, amongst others. All trainees must complete the Ongoing Franchise Agreement training program to Our satisfaction. We expect Franchisees will advance through the training program at different rates depending on a variety of factors such as background and experience. Accordingly, the time frames provided in the following chart are an estimate of the time it will take to complete training. Certain portions of the training program may be altered or eliminated based on Your skill sets or if You are purchasing an existing Rosati's Pizza restaurant.

If You replace Your Manager, Your new Manager must attend Our Ongoing Franchise Agreement training program. Although We do not charge for the Ongoing Franchise Agreement training, You must pay the fee described in Item 6 for new attendees. Additionally, You must pay for all travel costs and living expenses for all Your attendees. You are responsible for training Your other employees and other management personnel. This Ongoing Franchise Agreement training is in addition to the on-the-job assistance We provide to You. (Ongoing Franchise Agreement, Article 8)

### **TRAINING PROGRAM(S)**

#### **Business and Establishment Training**

	<b>Subject <sup>1</sup></b>	<b>Hrs. of Training <sup>2</sup></b>	<b>Hours of On-the-Job Training<sup>2</sup></b>	<b>Location / Instructor(s) <sup>3</sup></b>
	Creating the company	2		Your Location
	Banking and credit cards	2		Your Location
	Utilities and services	3		Your Location
	Licenses and permits	2		Your Location
	Signs	3		Your Location
	Your tax obligations	3		Your Location
	Insurance	2		Your Location
	General contractors	3		Your Location
	Equipment and supplies	4		Your Location
	Furnishings and design	3		Your Location
	Professionals needed	3		Your Location
	POS systems	5		Your Location

Emergency practices	5		Your Location
Policies	10		Your Location
Human resources	5		Your Location
Customer service	4		Your Location
<b>Total Training Hours</b>	<b>59</b>	<b>0</b>	

**Site and Leasing Training**

	<b>Subject <sup>1</sup></b>	<b>Hrs. of Training <sup>2</sup></b>	<b>Hours of On-the-job Training<sup>2</sup></b>	<b>Location / Instructor(s) <sup>3</sup></b>
	Types of locations and site criteria	1	0	Your Location
	Steps and terms of the lease	2	0	Your Location
	Types of leases	1	0	Your Location
	Finding a real estate professional	2	0	Your Location
	Marketing analytics & research	12	0	Your Location
	Obtaining site data	2	0	Your Location
	Uncovering special needs for Your industry	1	0	Your Location
	Evaluating competitors	10	0	Your Location
	Locating your business	2	0	Your Location
	<b>Total Training Hours</b>	<b>33</b>	<b>0</b>	

**Ongoing Franchise Agreement Rosati's Operations Training**

<b>Subject</b>	<b>Hours of Classroom Training (Note 1)</b>	<b>Hours of On-the-Job Training</b>	<b>Location (Note 2)</b>
Orientation Home Office	6	0	Chicago, Illinois area, Temecula, California, Phoenix, Arizona or Estero, Florida
Pizza Prep	0	10	Chicago, Illinois area, Temecula, California, Phoenix, Arizona or Estero, Florida
Pizza Prep Pizza Making	0	10	Chicago, Illinois area, Temecula, California, Phoenix, Arizona or Estero, Florida
Pizza Prep Pizza Making Pizza Oven	0	10	Chicago, Illinois area, Temecula, California, Phoenix, Arizona or Estero, Florida
Pizza Prep Pizza Making Pizza Oven	0	10	Chicago, Illinois area, Temecula, California, Phoenix, Arizona or Estero, Florida

<b>Subject</b>	<b>Hours of Classroom Training (Note 1)</b>	<b>Hours of On-the-Job Training</b>	<b>Location (Note 2)</b>
Pizza Prep Pizza Making Pizza Oven	0	10	Chicago, Illinois area, Temecula, California, Phoenix, Arizona or Esterro, Florida
POS Training	0	15	Chicago, Illinois area, Temecula, California, Phoenix, Arizona or Esterro, Florida
Kitchen Prep	0	10	Chicago, Illinois area, Temecula, California, Phoenix, Arizona or Esterro, Florida
Kitchen Prep Kitchen Operations	0	10	Chicago, Illinois area, Temecula, California, Phoenix, Arizona or Esterro, Florida
Kitchen Prep Kitchen Operations	0	15	Chicago, Illinois area, Temecula, California, Phoenix, Arizona or Esterro, Florida
Kitchen Prep Kitchen Operations	0	10	Chicago, Illinois area, Temecula, California, Phoenix, Arizona or Esterro, Florida
Administrative Training Driver Schedule/Routing	0	14	Chicago, Illinois area, Temecula, California, Phoenix, Arizona or Esterro, Florida
FOH POS Training Server/Bar Training	0	13	Chicago, Illinois area, Temecula, California, Phoenix, Arizona or Esterro, Florida
FOH Shift Administrative Work	0	11	Chicago, Illinois area, Temecula, California, Phoenix, Arizona or Esterro, Florida
Kitchen Operations	0	10	Chicago, Illinois area, Temecula, California, Phoenix, Arizona or Esterro, Florida
Pizza Operations	0	10	Chicago, Illinois area, Temecula, California, Phoenix, Arizona or Esterro, Florida
FOH Operations Closing Procedures	0	12	Chicago, Illinois area, Temecula, California, Phoenix, Arizona or Esterro, Florida

<b>Subject</b>	<b>Hours of Classroom Training (Note 1)</b>	<b>Hours of On-the-Job Training</b>	<b>Location (Note 2)</b>
BOH Operations Closing Procedures	0	12	Chicago, Illinois area, Temecula, California, Phoenix, Arizona or Esterro, Florida
Operate as Manager Expedite Orders	0	10	Chicago, Illinois area, Temecula, California, Phoenix, Arizona or Esterro, Florida
Operate as Manager Expedite Orders	0	12	Chicago, Illinois area, Temecula, California, Phoenix, Arizona or Esterro, Florida
Opening Procedures Final Exam	2	6	Chicago, Illinois area, Temecula, California, Phoenix, Arizona or Esterro, Florida
FOH Operations Administrative Training	0	8	Chicago, Illinois area, Temecula, California, Phoenix, Arizona or Esterro, Florida
BOH Operations	0	8	Chicago, Illinois area, Temecula, California, Phoenix, Arizona or Esterro, Florida
FOH Operations Administrative Training	0	8	Chicago, Illinois area, Temecula, California, Phoenix, Arizona or Esterro, Florida
BOH Operations	0	8	Chicago, Illinois area, Temecula, California, Phoenix, Arizona or Esterro, Florida
FOH Operations Administrative Training	0	8	Chicago, Illinois area, Temecula, California, Phoenix, Arizona or Esterro, Florida
BOH Operations	0	8	Chicago, Illinois area, Temecula, California, Phoenix, Arizona or Esterro, Florida
FOH Operations Administrative Training	0	8	Chicago, Illinois area, Temecula, California, Phoenix, Arizona or Esterro, Florida
BOH Operations	0	8	Chicago, Illinois area, Temecula, California, Phoenix, Arizona or Esterro, Florida

Subject	Hours of Classroom Training (Note 1)	Hours of On-the-Job Training	Location (Note 2)
FOH Operations Administrative Training	0	8	Chicago, Illinois area, Temecula, California, Phoenix, Arizona or Estero, Florida
<b>TOTAL TRAINING HOURS</b>	<b>8</b>	<b>292</b>	

1. Training classes are held quarterly or on a as needed basis.
2. Length of time spent on a subject and nature of subjects taught may vary depending upon an individual's experience and ability. Currently hours of classroom training occur on-the-job at a restaurant location. The Initial Training is conducted at an operating Rosati's Pizza restaurant in these areas. We may conduct training at other locations or virtually.
3. Training may not be necessary for the full timeframe. The number of hours listed in this section also includes hours spent training on site at the Franchisee's Rosati's Business.

Training may be provided by members of Our or one of Our location's current staff, if applicable. The above listed persons' qualifications are included in Item 2. Trainers not listed in Item 2 could include the below list of individuals. No trainer will have less experience than what We require You to have prior to opening. Trainers not listed in Item 2 include: Thomas J. Banning II, a franchisee with over twenty years' experience with Rosati's; Eduardo Arias, a store manager at a franchised location; Ryler Birkigt, a franchisee's spouse and store manager at a franchised location; Erica Blowers, a franchisee with over 7 years' experience with Rosati's; Joshua Blowers, a franchisee; Eva Calderon, a store manager at a franchised location; Nahum Calderon, a store manager at a franchised location; Francisco Cervantes, an employee at a franchisee's location; Maren Gustavsen, an employee, with over 6 years' experience; Marie Jacobs, a franchisee; Troy Jacobs, a franchisee; Kathleen Mayer, a franchisee; Alison Papanikos, a franchisee; James Papanikos, an employee, and a franchisee; Alejandro Roman, an employee; Angela Sillin, a franchisee's spouse and store manager at a franchised location; Steven Sillin, a franchisee; Matthew Smith, an employee and a franchisee for the last 11 years. (Ongoing Franchise Agreement, Section 8.1).

If circumstances require, a substitute trainer may provide training. We also reserve the right to name additional trainers periodically. There are no limits on Our right to assign a substitute to provide training. We may use Your location as a training facility upon notice. If We elect to use Your Franchised Business for training others, We will provide to You, instead of paying You, which is to be considered payment in full, for use of the facilities, the ability for You to enroll Your employees or contractors into the training class being taught by Us free of all charges. There is no limit on the number of times during the Ongoing Franchise Agreement that We can use Your Franchised Business as a training facility (Ongoing Franchise Agreement, Section 5.7 and 8.1).

#### Refresher Training

Periodically, We may require a previously trained and experienced Manager, Your other managers and/or employees to attend refresher-training programs to be conducted at Our headquarters or other locations We designate. Attendance at these programs will be mandatory. The cost for these programs will be at Your expense; however, We will not require You to attend more than one (1) of these programs in any calendar year and these programs will not collectively exceed five (5) days during

any calendar year not including any annual convention that is held by Us. You will be responsible for all travel costs, room and board and employees' salaries incurred in connection with You, Your Manager, and/or Your employees' attendance at such training (Ongoing Franchise Agreement, Section 8.5).

### Ongoing and Special Assistance

We will provide You with ongoing assistance as You request and/or We deem necessary. However, if You need Special Assistance or if We must deal directly with Your customers, Your vendors or others directed by You, You will pay the Additional Assistance fee equal to the then-current daily rate as set forth in the Manual, payable by ACH Withdrawal, on the first Thursday of the month, for the previous month ending the last day of the preceding month following the support overage (Ongoing Franchise Agreement, Section 8.6).

### Additional Training

From time to time, We may provide additional training. If We provide additional training, We have the right to require that You, Your Manager, and/or Your employees' attend additional training programs. We charge Two Hundred Fifty Dollars (\$250.00) per day for additional training at Our facility (Ongoing Franchise Agreement, Section 8.7).

After You have been open for approximately 12-24 months and as determined by Us, You will be required to complete Profit Mastery University ("PMU"), an online training program which is provided by a third party, Business Resource Services ("BRS"). PMU allows for self-paced learning, and once You gain access to PMU, You will continue to have access to the program as long as You are a franchisee. You will not be allowed to participate in any facilitated performance groups (continuing education opportunities that focus on the Franchised Business performance) until You have completed PMU. PMU will also be required of franchisees who desire to purchase additional Franchised Businesses. Currently, the anticipated cost to access PMU will be approximately \$395, which You are required to pay directly to BRS (Ongoing Franchise Agreement, Section 8.7).

### Temporary Management

Following the death or incapacity of You or an owner of Your Franchised Business, We may assume operation of Your Franchised Business until the deceased or incapacitated owner's interest is transferred to a third-party approved by Us, up to a maximum of sixty (60) days. We shall charge a temporary management fee, currently three percent (3%) of the daily Gross Sales plus Two Hundred Fifty Dollars (\$250.00) during the time We are operating Your Franchised Business and We will also be entitled to reimbursement of any expenses We incur that are not paid out of the operating cash flow of Your Franchised Business (Ongoing Franchise Agreement, Section 8.8).

### Additional Operations Assistance

Upon Your request, and with Our approval, We may provide You with Additional Operations Assistance for Your benefit. This will be for no longer than sixty (60) days or the maximum time stated in the Manual. You will be required to reimburse Us at Our daily rate, plus all per diem and actual costs incurred by Us in providing You such assistance, including reimbursement of Our replacement personnel at Our location. Currently the daily rate is Two Hundred Fifty Dollars (\$250.00) plus Franchisor's costs, plus per diem expenses, while providing You with the assistance You requested (Ongoing Franchise Agreement, Section 8.9).

### National or Regional Meetings

We do not currently provide an annual training at a National or Regional Convention. If We do in the future, Your attendance would be mandatory. Once we start having Conventions, if You do not attend the meeting, You will owe the additional penalty fee of Three Thousand Dollars (\$3,000.00) (Ongoing Franchise Agreement, Section 8.10).

## **ITEM 12. TERRITORY**

You must operate Your Restaurant from one specific location that We have approved. If You do not have an Approved Location at the time You sign Your Franchise Agreement, You must select a location that meets with Our approval and sign a lease for such site within 120 days of the date of the Ongoing Franchise Agreement. Once Your location is approved, You are granted a protected area that will be described in an exhibit to the Ongoing Franchise Agreement (“Protected Area”).

For non-urban locations, the Protected Area will be the geographical area within 4 miles of the front door, by road, of Your Restaurant location to another location, using the roads in existence at the time of the date of the Franchise Agreement. If Your franchise location is in an urban area, the Protected Area will be the geographic area within up to 2 miles of the front door, by road, of Your Restaurant location to another location, using the roads in existence at the time of the date of the Franchise Agreement. The size of the Protected Area will be determined by us based on population density, traffic flow, geographical barriers and other considerations. The Protected Area is not computed as a radius, as the crow flies, around Your Restaurant’s location. It is computed front door to front door. The Protected Area does not prohibit or affect any locations existing before the date of the Franchise Agreement.; however the Territory will be delineated by a specific geographic boundary. ("Territory")

We will also consider market conditions, other established businesses, the nature of the business in proximity to the proposed site, other commercial characteristics (including rental obligations and other lease terms for the proposed site) and the size, appearance and other physical characteristics of the proposed site location. as determined by Us in Our sole discretion to establish Your Territory. Upon entering into a lease, which has been approved by Us with all applicable lease rider provisions We require, for the location of Your Rosati’s Business, a written description of Your Territory will be provided to You and will be inserted into the Ongoing Franchise Agreement either prior to signing or as an addendum, depending upon the timing of the selection. If You are also an Area Developer, We will approve additional units developed under Your Area Development Agreement using Our then-current site selection criteria.

You may accept orders from consumers outside Your Territory. You also have the right to use other channels of distribution, such as the Internet, catalog sales, telemarketing or other direct marketing to attract sales from outside of Your Territory. Your Territory is protection from another location being placed to close to You.

You will not have a First Right of Refusal to obtain or acquire additional franchise territories that are contiguous with Your Territory.

If You are in compliance with the Ongoing Franchise Agreement during its term, We will not establish more Rosati's Businesses or any substantially similar franchised or company-owned businesses in Your Territory, except those covered under Our Reservation of Rights below. (Ongoing Franchise Agreement Section 2.5)

### **Reservation of Rights**

We have the right to: (a) establish, own or operate or continue to own or operate, and license others to establish, own or operate or continue to own or operate Rosati's Businesses outside of the Territory; (b) establish, own or operate, and license others to establish, own or operate or continue to own or operate, other businesses under other systems using other trademarks at locations inside or outside of the Territory; (c) purchase or acquire the assets or controlling ownership of one or more businesses identical or similar to the Franchised Business (and/or acquire franchise, license and/or similar agreements for such businesses), some or all of which may be located anywhere, including within the Territory; (d) be acquired by any business, even if the other business operates, franchises and/or

licenses Competitive Businesses within the Territory; (e) provide the services and sell any products authorized for Rosati's Businesses using the Marks or other trademarks and commercial symbols through alternate channels of distribution, such as joint marketing with partner companies, within Non-Traditional locations and Internet sales and catalog sales, but We will not make any sales to Competitive Businesses inside of the Territory; and/or (f) engage in any other activities not expressly prohibited in the Ongoing Franchise Agreement. We will not pay You any compensation for soliciting or accepting orders within the situations described above. (Ongoing Franchise Agreement, Section 2.6)

Additionally, We retain the right to establish, own or operate and license others to establish, own, and operate or continue to own or operate the Rosati's Business in Non-Traditional locations whether inside or outside Your Territory. Enclosed malls, institutions (such as hospitals), highway toll plazas, airports, parks (including theme parks), sports arenas, convention centers and other facilities or venues where events are scheduled ("Limited Use Facilities" or "Non-Traditional Locations") are excluded from Your Protected Area. We retain the right to open ourselves or to grant a license for others to open, a Rosati's Pizza restaurant at any Limited Use Facilities in order to service the Limited Use Facility. If a Limited Use Facility is granted within Your Protected Area, the delivery and service area of Your Restaurant will be automatically adjusted to exclude the Limited Use Facility. Based on Our right to establish restaurants in Limited Use Facilities in Your Protected Area, 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 competition brands that We control in the future. (Ongoing Franchise Agreement, Section 2.6)

Other Rosati's family members who have been granted a license to use the Marks by RFSI have established and operated franchise companies that grant franchisees the license to use these same Marks. Currently, Our franchisees and the franchisees of Our predecessor RFI share use of and are identified on the consumer website [www.myrosatis.com](http://www.myrosatis.com). Whether any customer or possible customer is directed to a page of one of Our franchisees or one of RFI's franchisees will depend on the restaurant location requested by the customer. Any customer related contacts will be directed to either us or RFI based on the restaurant location and whether the franchisee is a franchisee of Ours or RFI.

Other than described above, We will not operate and have no plans to operate or franchise a business under a different trademark that will sell goods or services that are the same as or similar to those You will sell.

#### Minimum Performance Obligations

The continued right of Your Territory protection does depend on Your Gross Sales volume. You must maintain average monthly Gross Sales over each consecutive three (3) calendar month period of at least \$25,000 ("Minimum Monthly Gross Sales"), beginning on the first anniversary of the opening date of Your Restaurant. If You do not maintain or exceed the minimum Gross Sales standards, it will be grounds for a Notice of Default with ninety (90) days right to cure. If You do not bring Your Gross Sales up to the Minimum Monthly Gross Sales, We may terminate the Franchise Agreement and/or may terminate all of Your rights to the Protected Area. Thereafter, We may establish or franchise another Rosati's Pizza restaurant in what was previously Your Protected Area. We have the right to increase the minimum requirements at any time with notice. We cannot change the Territory without Your consent. (Ongoing Franchise Agreement, Sections 2.5 and 2.7)

### Required Services

You must offer delivery and catering services in compliance with our System Standards. We may periodically establish boundaries beyond which You may not offer delivery service and the standards and specifications for delivery in order to preserve the quality and freshness of food products when delivered. There is no minimum delivery area.

You also have the right to sell food products and services from temporary locations (such as trucks, booths and handcarts) at Special Events, so long as You obtain our prior consent to conduct Off-Premises Sales at each Special Event and make these sales according to our standards and specifications to ensure quality and freshness. Immediately upon learning that a Special Event is scheduled to occur in the Protected Area, You must notify us of the time, place and nature of the Special Event and any other information that we may periodically require. Within 5 days of that notice, You must notify us that You wish to conduct the Off-Premises Sales at the Special Event. If You notify us that You wish to conduct the Off-Premises Sales, and if we do not notify You of our disapproval within 10 days of our receipt of Your notice, we will be deemed to have given the required consent. If You fail to notify us within the 5 days provided or if You notify us that You do not wish to conduct Off-Premises Sales at the Special Event, we will have the right to do so. If the Special Event is located in the Protected Area of more than one Rosati's Pizza restaurant, then the Rosati's Pizza restaurant with the highest Gross Sales during the prior twelve months will have a higher priority to conduct Off-Premises Sales at the Special Event.

You must focus Your marketing efforts on the business in the Protected Area, but are not prohibited from advertising and promoting Your Restaurant outside of the Protected Area. Similarly, other franchisees can advertise and promote their franchised business within Your Protected Area. You are prohibited from selling products or services by the Internet, mail order or catalog without Our approval. You may accept orders from consumers outside of Your Protected Area. You do not have the right to use other channels of distribution, such as the Internet, catalog sales, telemarketing or other direct marketing (including without limitation door to door hand delivery of menus and/or flyers), to make sales outside of Your Protected Area.

### Relocation

You may not relocate the Franchised Business without Our prior written consent. If You want to relocate, You must notify Us in writing 180 days before the relocation, and obtain Our approval of the new site and lease on the same terms as described above. We may refuse to approve a proposed relocation if We believe that the proposed relocation is for any reason not acceptable to Us. If the lease for the Approved Location expires or terminates through no fault of Your own or if the Franchised Business' premise is destroyed, condemned or otherwise rendered unusable or as otherwise may be agreed upon in writing by both You and Us, We may allow You to relocate the Franchised Business. If We do, You will owe a Zero Dollars (\$0.00) relocation evaluation fee payable to Us. Any such relocation will be at Your sole expense, and must follow the requirements of Section 5.8 of the Ongoing Franchise Agreement including all timeframes. There may need to be modifications by Us, to reflect the new circumstances. We have the right to charge You for any costs incurred by Us in providing assistance to You, including legal and accounting fees. Otherwise, We have no obligation to provide relocation assistance. If We do not approve of any relocation site, the Ongoing Franchise Agreement and Territory would revert to Us (Ongoing Franchise Agreement Section 5.8).

### Renewal or Transfer

On renewal or transfer of a franchise, the territory may be modified. Depending on the then-current demographics of the territory, and on Our then-current standards for territories, if the territory is larger than Our then-current standard territory, We may require You or the transferee to accept a renewal

territory or transfer territory smaller than the then-current territory (Ongoing Franchise Agreement Sections 4.2 and 18.2).

**ITEM 13. TRADEMARKS**

**Registrations and Applications**

We grant Our Franchisees the right to operate Rosati's Businesses under the name Rosati's Pizza which is the principal Mark used to identify Our System. You may also use any other current or future Mark to operate Your Franchised Business that We designate in writing, including the logo on the front of this Disclosure Document and the trademarks listed below. By "Mark," We mean any trade name, trademark, service mark or logo used to identify Rosati's Businesses. As of the date of this Disclosure Document, Rosati's Franchise Systems, Inc., ("RFSI") has filed the registration, and all required Affidavits for the following Marks on the Principal Register of the U.S. Patent and Trademark Office ("USPTO"):

<b>Mark</b>	<b>International Classification</b>	<b>Registration Number</b>	<b>Filing Date</b>
Rosati's Pizza Filed on the principal register of the United States Patent & Trademark Office	043	1,906,101	July 18, 1995
 Filed on the principal register of the United States Patent & Trademark Office	043	1,934,683	November 14, 1995

The Marks above are owned by RFSI. Under a September 1998 license agreement between RFSI and 10 Rosati family members, RFSI granted such individuals a perpetual, nonexclusive license to use and sublicense the use of the Marks. Certain of those family members are our shareholders, and on February 28, 2022, Our shareholders granted Us a license to use the Marks and to sublicense them to Our franchisees. All required affidavits and renewals have been filed. We and RFSI claim common law rights in other marks and logos developed by Us or RFSI.

Rosati's, as licensee to all right, title and interest to the Marks, except as described above, claims common law rights to the Marks and trade dress including product names, business advertising materials and photographs. All necessary applications have been filed with respect to the federal registrations. You are authorized to use the Marks appearing above, and each Mark subsequently developed and designated by Rosati's, in the operation of Your Rosati's Business.

**Proceedings**

We know of no currently effective material determinations of the USPTO, Trademark Trial and Appeal Board, the trademark administrator of this state or any court; pending infringement, opposition or cancellation; or pending material litigation involving the Marks.

### **Agreements**

Except as stated above, there are no agreements currently in effect that significantly limit Our rights to use or to license the use of the Marks in any manner material to the franchise system.

### **Infringing Uses**

We know of no infringing or prior superior uses that could materially affect the use of the Marks in this state or any other state in which the Franchised Business is to be located.

### **Your Rights and Obligations with Respect to the Proprietary Property Including the Proprietary Marks**

All usage of the Marks by You and any goodwill established through Your use will exclusively benefit Us. You will not receive any rights to the Marks other than the non-exclusive right to use them in the operation of Your Franchised Business. You may only use the Marks in accordance with Our standards, operating procedures and specifications. Any unauthorized use of the Marks by You is a breach of the Ongoing Franchise Agreement and an infringement of Our rights in the Marks. You may not contest the validity or ownership of the Marks, including any Marks that We license to You after You sign the Ongoing Franchise Agreement. You may not assist any other person in contesting the validity or ownership of the Marks.

We will protect You against claims of infringement or unfair competition arising from Your use of any Marks provided (a) You immediately notify Us of any apparent infringement of or challenge or claim to Your use of any Marks, (b) You are in complete compliance with Your Ongoing Franchise Agreement; (c) You allow Us to take whatever action We deem appropriate in these situations. This means We have exclusive control over any settlement or proceeding concerning any Mark; and (d) You agree to be a witness in any legal, mediation or arbitration proceeding on Our behalf. You must take any actions that, in the opinion of Our counsel, may be advisable to protect and maintain Our interests in any proceeding or to otherwise protect and maintain Our interests in the Marks. You may not communicate with any person other than Us and Our counsel regarding any infringements, challenges or claims; however, You may communicate with Your own counsel at Your own expense.

You must use the Marks as the sole trade identification of the Franchised Business; however, You may not use any Mark or part of any Mark as part of Your business entity name in any modified form. You may not use any Mark in connection with the sale of any unauthorized products or services or in any other manner that We do not authorize in writing. You must obtain a fictitious or assumed name registration if required by Your state or local law.

You must notify Us in writing before applying for Your own trademark or service mark registrations, whether state or federal. You must not register or seek to register as a trademark or service mark, either with the USPTO or any state or foreign country, any of the Marks or a trademark or service mark that is confusingly similar to any of Our Marks.

You may not advertise on the Internet using or establish, create or operate an Internet site or website using any domain name containing, the words “Rosati's Pizza Enterprises”, “Rosati's”, “RPE” or any variation thereof without Our prior written consent.

We have established and will maintain from time to time a website (the “Website”). We have discretion and control over the design and content of the Website. We may, at Our sole option, from time to time, without prior notice to You: (i) change, revise or eliminate the design, content and functionality of the Website; (ii) make operational changes to the Website; (iii) change or modify the URL and/or domain name of the Website; (iv) substitute, modify or rearrange the Website, at Our sole

option, including in any manner that We consider necessary or desirable to, among other things, (a) comply with applicable laws, (b) respond to changes in market conditions or technology, and (c) respond to any other circumstances; (v) limit or restrict end-user access (in whole or in part) to the Website; and (vi) disable or terminate the Website without any liability to You.

We may link the Website to the websites of third parties, including electronic service providers, Affiliates (if applicable) and other providers of goods and services. We may also permit third parties to link (including Deep Links to any interior page of the Website, including Your Page) and frame the Website (including Your Page). We may place legal notices, disclaimers, Our corporate logos and slogans, advertisements, endorsements, Marks and other identifying information on the Website, all of which may be modified, expanded or eliminated at Our option. Further, We may establish or participate in programs in which We refer end-users to other websites or We receive referrals from other websites. All consideration (monetary and non-monetary) received by Us on account of the placement or sale of advertisements, endorsements and sponsorships on the Website (including on Your Page), and all consideration (monetary and non-monetary) received by Us on account of affiliate programs, will belong only to Us. We may also establish programs that encourage repeat business by end-users.

The Website may include one or more interior pages that identify Rosati's Franchisees operating under the Marks, including the Franchised Business, by among other things, geographic region, address, telephone numbers, and other appropriate matters. The Website may also include one or more interior pages dedicated to franchise sales by Us and/or relations with Our investors.

We may, from time to time, establish Your Page. We may permit You to customize or post certain information to the Franchisee Page, subject to Your signing and delivery of Our then-current participation agreement, and Your compliance with the procedures, policies, standards and specifications that We may establish from time to time. Such participation agreement may require You to pay a reasonable fee (not to exceed Two Hundred Fifty Dollars (\$250.00) per month) for the privilege of having a Franchisee Page, and may include, but shall not be limited to, specifications and limitations for the data or information to be posted to the Franchisee Page, customization specifications, the basic template for design of the Franchisee Page, parameters and deadlines specified by Us, disclaimers and such other standards and specifications and rights and obligations of the parties as We may establish from time to time. Any modifications (including customization, alterations, submissions or updates) to the content made by You for any purpose will be considered to be made under a contract of service under the Copyright Act, and therefore, We will own the modifications and the intellectual property rights, including all right, title and interest in and to all copyright in such modifications. To the extent any modification does not qualify as a work made under a contract of service as outlined above, You assign those modifications, and all rights, title and interest in and to all copyright in such modifications to Us for no additional consideration and with no further action required and shall sign and deliver such further assignments as We may request.

Without limiting Our general unrestricted right to permit, deny and regulate Your participation on the Website, if You breach or default under the Ongoing Franchise Agreement or any other agreement with Us or any Affiliate (if applicable), We may disable or terminate the Franchisee Page and remove all references to the Franchised Business on the Website and/or redirect customer leads to other Rosati's Franchisees pursuant to Section 16 of the Ongoing Franchise Agreement until You provide written notice that You have cured such breach or default to Us or Our counsel, and We confirm that the breach or default is cured to Our satisfaction.

We have no control over the stability or maintenance of the Internet generally; as a result, We are not responsible for damage or loss caused by errors of the Internet. Furthermore, We are not liable for any direct, indirect, general, special, incidental, exemplary or consequential damages arising out of the use of or the inability to use, the Website or the Internet; including loss of profits, goodwill or

savings, downtime, or damage to or replacement of programs and data; whether based in contract, tort, product liability or otherwise.

We have the sole right to maintain Social Media sites and applications such as: X, Facebook, LinkedIn, Pinterest, Yelp, Instagram, Snapchat, TikTok, and other sites and applications that We may establish. We do not allow You to establish or utilize Social Media sites or applications for business purposes, without Our express written permission, and then only by using preapproved materials or campaigns. You and Your employees do not have the right to utilize the Marks listed in this disclosure document, on any Social Media sites or applications, even if made from a personal Social Media account. Further, any representations from You, or Your employees regarding Your profits or earnings made on any Social Media site or application, even if made from a personal Social Media account, are deemed a breach of Confidential Information under the Ongoing Franchise Agreement.

The Development Agreement does not grant the right to use the Marks or the right to license others to use the Marks. Use of the Marks is granted only under the Ongoing Franchise Agreement.

### **Indemnification of You**

We will reimburse You for all of Your expenses reasonably incurred in any legal proceeding disputing Your authorized use of any Mark, but only if You notify Us of the proceeding in a timely manner and You have complied with Our directions with regard to such proceeding. We have the right to control the defense and settlement of any such proceeding. We will not reimburse You for Your expenses and legal fees for separate, independent legal counsel or for any expenses in removing signage or discontinuing Your use of any Mark. We will not reimburse You in connection with disputes where We challenge Your use of a Mark.

### **Modification**

We can require You to modify or discontinue the use of any Mark and/or to use other trademarks or service marks. If We adopt and use new or modified Marks, You may be required to add or replace supplies, signs and fixtures, and You may have to make other modifications as necessary to maintain uniformity with Our current standards and specifications; however, You will not be required to spend more than Your initial investment during the initial term of the Ongoing Franchise Agreement. We will not be required to reimburse You for modifying or discontinuing the use of a Mark or for substituting another trademark or service mark for a discontinued Mark. We are not obligated to reimburse You for any loss of goodwill associated with a modified or discontinued Mark.

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

Under the Ongoing Franchise Agreement, You agree not to contest, directly or indirectly, Our ownership, title, right or interest in Our common law rights, copyrights, Trade Dress, Trade Secrets, Confidential Information, the System, methods, procedures, customer data or any other intellectual property rights that are part of Our System, or contest Our sole right to register, use or license others to use (except as limited by the Ongoing Franchise Agreement) the common law rights, copyrights, Trade Dress, Trade Secrets, Confidential Information, the System, Know-How, methods, procedures or any other intellectual property rights that are part of Our System.

### **Patents**

We do not possess any patents relative to this system.

## **Copyrights**

We own copyrights in the Manual, Our website and other copyrightable items that are part of the System. While We claim copyrights in these and similar items, We have not and are not required to register these copyrights with the United States Registrar of Copyrights. You must use these items only as We specify while operating the Franchised Business and You must stop using these items if We direct You to do so. You may not duplicate or disclose any portion of the Manual in an unauthorized manner. Further, all information is proprietary, and the Ongoing Franchise Agreement and the Development Agreement require You to keep such information confidential.

## **Proceedings**

We know of no currently effective determinations of the U.S. Copyright Office or any court regarding any of Our copyrighted materials. Except as stated above, Our right to use or license copyrighted items is not materially limited by any agreement or known infringing use.

## **Confidential Information**

We have developed certain Trade Secrets and other Confidential Information, including methods of business management, sales and promotion techniques, and Know-How, knowledge of, and experience in, operating a Rosati's Franchised Business. We will provide Our Trade Secrets and other Confidential Information to You during training, in the Manual and as a result of the assistance We furnish You during the term of the Ongoing Franchise Agreement. You may only use the Trade Secrets and other Confidential Information for the purpose of operating Your Franchised Business. You may only divulge Trade Secrets and other Confidential Information to employees who must have access to it in order to operate the Franchised Business. You are responsible for enforcing the confidentiality provisions as to Your employees.

Certain individuals with access to Trade Secrets or other Confidential Information, including the owners, directors and any managers of the business (and members of their immediate families) and collaterals (which includes succession in an oblique line, for example passing it from brother to brother or cousin to cousin, whereas the two parties are related through some and any common ancestor), are required to sign non-disclosure and non-solicitation agreements in a form the same as or similar to the Non-Disclosure and Non-Solicitation Agreement attached to the Ongoing Franchise Agreement. A collateral relative is any blood relative who is not Your direct ancestor. Your ancestors are Your parents, grandparents, great-grandparents etc., and Your collateral relatives are cousins, nieces, nephews, aunts, uncles, siblings etc. We will be a third-party beneficiary with the independent right to enforce the agreements.

## **Proprietary Information**

RPE, or its owners own its domain names [www.MyRosatis.com](http://www.MyRosatis.com), and [www.RosatisFranchising.com](http://www.RosatisFranchising.com). If We wind up, sell, or close Our business or if We breach any of Our duties and obligations under the Ongoing Franchise Agreement and do not cure or begin to cure the breach within thirty (30) days following written notice of the breach, You will have continued right to the proprietary information even if We terminate.

We have the sole right to maintain Social Media sites and applications such as: X, Facebook, Pinterest, LinkedIn, Yelp, Instagram, Snapchat, TikTok, and other sites and applications that We may establish. We do not allow You to establish or utilize Social Media sites or applications for business purposes. You and Your employees do not have the right to utilize any of the Trade Secrets and Confidential Information stated above or the common law copyrighted materials including the guidelines, curriculums, classes, management and business training, community building mechanisms,

vision statements, books, signage, promotional materials, Manual, training materials, Ongoing Franchise Agreements and any other documents, materials and items for the general ambiance and decor used in the operation of the System and the Rosati's Franchised Businesses on any Social Media sites or applications, even if made from a personal Social Media account. Further, any representations from You or Your employees regarding Your profits or earnings made on any Social Media site or application, even if made from a personal Social Media account, is deemed a breach of Confidential Information under the Ongoing Franchise Agreement, and You will be responsible for indemnifying and reimbursing Us all legal, penalties, fines and court costs associated with Your unauthorized representations.

All ideas, concepts, techniques or materials concerning the Franchised Business, whether or not protectable intellectual property and whether created by or for You or Your owners or employees, must be promptly disclosed to Us and will be deemed Our sole and exclusive property and a part of the System that We may choose to adopt and/or disclose to other Franchisees. Likewise, We will disclose to You concepts and developments of other Franchisees that We make part of the System. You must also assist Us in obtaining intellectual property rights in any concept or development if requested.

### **Indemnification of You**

We will reimburse You for all of Your expenses reasonably incurred in any legal proceeding disputing Your authorized use of any patent or copyright, but only if You notify Us of the proceeding in a timely manner and You have complied with Our directions with regard to such proceeding. We have the right to control the defense and settlement of any such proceeding. We will not reimburse You for Your expenses and legal fees for separate, independent legal counsel or for any expenses in removing signage or discontinuing Your use of any patent or copyright. We will not reimburse You in connection with disputes where We challenge Your use of a patent or copyright.

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

The Franchised Business must always be under the direct supervision of the named Manager who must speak, read and write in English, which may be You. The named Manager must devote full-time, personal attention to the Franchised Business. The named Manager must be the person You designate in writing to Us (and is approved by Us in writing). The primary responsibility for managing all aspects of the day-to-day affairs of the Franchised Business falls to the named Manager.

Unless We otherwise agree in writing, You must be one of the Trainees. You must keep Us informed of the identity of Your current named Manager. At all times during the Ongoing Franchise Agreement, the Manager must devote his or her best efforts in Good Faith to the management and operation of Your Rosati's Franchised Business. Any additional Managers that You hire must complete the Ongoing Franchise Agreement training program before taking their position within Your Rosati's Franchised Business, unless We otherwise agree in writing. You are responsible for the expenses of Additional Training, including tuition, travel, lodging, meals and salary. All of Your employees must be legal residents of the United States of America and be able to provide documentation of such. All Managers and supervisory associates must sign a Confidentiality Agreement which prohibits them from disclosing proprietary information related to the Franchised Business or the System, as described in Item 14, and contains covenants not to compete during and after employment for a period of three (3) years, as described in Item 17. The Managers (including their collaterals) must not have an interest or business relationship with any of Rosati's' competitors. Your Managers must sign Our form of Non-Disclosure and Non-Solicitation Agreement before You grant access to the Manual or any other Confidential Information. Additionally, in keeping with Our culture and Our Rosati's Vision, all of Your employees must conform to the dress code as specified in the Manual, if applicable, and be willing to comply with drug tests, if applicable, background checks, and the Non-Disclosure and Non-Solicitation provisions contained in the Ongoing Franchise Agreement Exhibits and in the Manual.

If You are a business entity, or anyone who owns a five percent (5%) or greater interest in the entity, You must personally guarantee the performance of all of Your obligations under the Ongoing Franchise Agreement and Development Agreement and agree to be personally liable for Your breach of the Ongoing Franchise Agreement and Development Agreement by signing the Guaranty and Assumption of Obligations attached to each agreement. The onsite Managers do not have to have any percent of ownership in Your business entity to handle the day-to-day supervision of the operation of Your Rosati's Franchised Business.

You are not Our employee, but are Your own boss subject to Our rights under Your Ongoing Franchise Agreement. We require You to be active in the operation of Your Rosati's Franchised Business. We do not require any personal participation of any specific person affiliated with a corporate or partnership Franchisee, except the Manager. You agree that Your Franchise is not a "passive" investment, but requires You or Your Manager(s) day-to-day supervision of the operation of Your Rosati's Franchised Business.

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

You must offer the services, and products We specify periodically in strict accordance with Our standards and specifications. You may not sell any services or products that We have not authorized in writing and You must discontinue offering any services or products that We may disapprove of within thirty (30) days written notice. Rosati's may modify any of its specifications, standards or requirements as and when it deems necessary and You must promptly modify Your operation or product lines accordingly, and there are no limits on Our right to do so. If We modify the System, You may be required to add or replace equipment, supplies, signs, and fixtures, and You may have to make improvements or modifications as necessary to maintain uniformity with Our current standards and specifications.

Additionally, We require You to refresh the Franchised Business once every three (3) years, and to refurbish the Franchised Business once every seven (7) years.

In addition, You must keep the Franchised Business open for the hours specified by the lease where Your Business is located, if applicable, and may not use the Franchised Business premises for any purpose other than the operation of a Rosati's Franchised Business according to Our requirements, and may only advertise through Rosati's-approved media.

You must not engage in any activity, conduct or practice that is contrary to Our or Your best interest or that is reasonably anticipated to result in litigation with suppliers or customers of Your Franchised Business or in public criticism of Rosati's or Your Franchised Business generally.

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

Neither You nor We have any rights to charge, offer or sell any product or service below a certain percentage of suggested retail pricing as disclosed in the Manual from time to time, currently twenty percent (20%) discount off of the then-suggested retail pricing.

Additionally, You will be required to honor all pricing published in national advertisements for products and services.

You may recommend other suppliers than are on Our approved list. We will evaluate Your recommended suppliers to determine if their products meet Our specifications and requirements.

You can deliver food to customers outside of Your Protected Area and other Rosati's Pizza restaurants can deliver food to customers within Your Protected Area.

**ITEM 17. 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.**

<b>THE FRANCHISE RELATIONSHIP</b>		
<b>Provision</b>	<b>Section In the Ongoing Franchise Agreement</b>	<b>Summary</b>
a. Length of the term of the franchise	Section 4.1	The initial term is twenty (20) years.
b. Renewal or extension of the term	Section 4.2	You may renew Your Ongoing Franchise Agreement for an additional term of ten (10) years, subject to (c) below. If You fail to meet any one of these conditions, We may refuse to renew or extend the terms of Your Ongoing Franchise Agreement. Some items in the renewal Ongoing Franchise Agreement may be different.
c. Requirements for You to renew or extend	Sections 4.2, 5.8	You may renew the Ongoing Franchise Agreement if You: have fully complied with the provisions of the Ongoing Franchise Agreement and have cured any Notices of Default; have the right to maintain possession of the Approved Location or an approved substitute location for the term of the renewal; have made capital expenditures as necessary to maintain uniformity with the System; have satisfied all monetary obligations owed to Us, Our subsidiaries, and affiliates (if applicable); paid the Renewal Fee; are not in default of any provision of the Ongoing Franchise Agreement or any other agreement between You and Us; have given timely written notice of Your intent to renew, not less than two hundred seventy (270) days prior to the end of the Initial Term; are in good standing with all applicable licenses and/or certifications; sign a then-current Ongoing Franchise Agreement, which may have materially different terms and conditions; comply with current qualifications and training requirements; complete the drug testing; complete a background screening; provide proof that all certifications are up to date; and sign a general release, subject to state law, in a form the same as or similar to the General Release attached to the Ongoing Franchise Agreement.
d. Termination by You	Section 16.1	You may terminate the Ongoing Franchise Agreement if You are in compliance with it, We materially breach it and We fail to begin to cure or cure Our breach within thirty (30) days of receiving Your written notice.
e. Termination by Us without cause	Not Applicable	

f. Termination by Us with cause	Section 16.2	We may terminate the Ongoing Franchise Agreement only if You default.
g. "Cause" defined-curable defaults	Section 16.2	<p>You can avoid termination of the Ongoing Franchise Agreement if You cure a default arising from:</p> <ul style="list-style-type: none"> <li>• deleterious conduct within thirty (30) days of receiving Our Notice of Default;</li> <li>• Cure a noncompliance with a law or regulation, within thirty (30) days of receiving Our Notice of Default;</li> <li>• You return to compliance with mandatory specifications in the Ongoing Franchise Agreement or Manual within thirty (30) days of receiving Our Notice of Default;</li> <li>• if You cure a default arising from Your failure to make payments due Us within thirty (30) days of receiving Our Notice of Default;</li> <li>• if You cure a Notice of Default arising from Your failure to achieve performance standards within ninety (90) days of receiving Our Notice of Default;</li> <li>• You cure a Loss of License or Certificate within thirty (30) days of Our Notice of Default;</li> <li>• You complete Your initial drug testing and DOJ report, within fourteen (14) days of Our Notice of Default;</li> <li>• You cure Your failure to have the yearly drug testing and DOJ report completed by January 31<sup>st</sup> within thirty (30) days of Our Notice of Default;</li> <li>• if You complete Your training requirements within four (4) weeks of the date of the Ongoing Franchise Agreement;</li> <li>• if You cure within thirty (30) days from the date of the Notice of Default for Your Failure to begin operations within twelve (12) months if leasing Your location;</li> <li>• if You cure within thirty (30) days from the date of the Notice of Default for Your Failure to begin operations within fifteen (15) months if building Your location; or</li> <li>• if You cure within thirty (30) days of receiving Our Notice of Default that You have failed to maintain Your business under the primary supervision of a Manager.</li> </ul> <p>If We terminate the Ongoing Franchise Agreement following a Notice of Default, Your interest in the Ongoing Franchise Agreement will terminate.</p>
h. "Cause" defined-defaults that cannot be cured	Sections 5.5, 16.2	<p>We have the right to terminate the Ongoing Franchise Agreement without giving You an opportunity to cure if You or Your entity:</p> <ul style="list-style-type: none"> <li>• fails to pay the Initial Fees, purchase amounts due or other amounts due to the Franchisor or its Affiliate (or any balance thereof) at the time due within five (5) days after receiving written notice that such fees are overdue</li> <li>• fails to select an approved site</li> </ul>

		<ul style="list-style-type: none"> <li>• fails to develop the site for the Franchised Business pursuant to Section 2.2 fails to have its Manager satisfactorily complete any training program pursuant to Section 8.3</li> <li>• attempts or surrenders or transfers control of the operations of the Franchised Business without prior approval;</li> <li>• misuses or makes an unauthorized use of any of the Marks;</li> <li>• commits any deleterious conduct or any other act which impairs the goodwill of any of the Marks;</li> <li>• negatively communicates or impacts the Franchise system to any current or prospective Franchisee, outside of Franchisor sponsored forums;</li> <li>• defaults on any lease necessary to run the Franchised Business;</li> <li>• abandonment of Your Rosati's business for more than five (5) consecutive days;</li> <li>• made a material misrepresentation or omission in the application for the Franchise or any other communication to Us;</li> <li>• are convicted of or plead no contest to a crime or offense that: would place them on the sex offenders registry; was a violent felony; was a crime against a human; sexual harassment against an employee; a domestic abuse charge; was animal abuse, elderly abuse, substance abuse, DWI or DUI; was any theft charge; or is likely to affect the reputation of either party or the Franchised Business;</li> <li>• disclose, duplicate or otherwise use the Manual, Confidential Information or the Marks in an unauthorized manner;</li> <li>• submit reports to Franchisor on two (2) or more separate occasions understating any amounts due by more than two percent (2%);</li> <li>• are adjudicated bankrupt, insolvent or make a general assignment for the benefit of creditors;</li> <li>• fail on two (2) or more occasions within any rolling twelve (12) consecutive months to submit reports or records to Us or to pay any fees due to Us or any third-party supplier;</li> <li>• receive three (3) or more default notices within any rolling twelve (12) consecutive months;</li> <li>• continue to violate any health, safety or other laws or conduct in or with the Franchised Business in a manner creating a health or safety hazard to customers, employees or the public;</li> <li>• take any action reserved to Us;</li> <li>• fail to comply with applicable law after notice;</li> <li>• breach a third-party agreement for services, supplies or product that Your Franchised Business depends on; or</li> <li>• repeatedly breach the Ongoing Franchise Agreement or fail to comply with specifications.</li> </ul>
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		Termination of one Ongoing Franchise Agreement will automatically result in the termination of Your other Ongoing Franchise Agreements then in-effect between Us and You.
i. Your obligations on termination/non-renewal	Section 17.1	<p>If the Ongoing Franchise Agreement is terminated or not renewed, You must:</p> <ul style="list-style-type: none"> <li>• stop operating the Franchised Business;</li> <li>• immediately remove all identifying architecture or signage on or about the business bearing Our Marks;</li> <li>• stop using any Confidential Information, the System and the Marks;</li> <li>• display a conspicuous sign that You are no longer a Franchisee;</li> <li>• deliver to Us all information written or electronic regarding contracts, customer lists, and marketing efforts;</li> <li>• refrain from any action that will reduce the goodwill of Your customers or potential customers, towards Us or other Franchisees;</li> <li>• keep and maintain all business records for a period of three (3) years;</li> <li>• cancel or assign to Us any assumed names;</li> <li>• pay all sums owed to Us including damages, liquidated damages and costs incurred in enforcing the Ongoing Franchise Agreement;</li> <li>• return the Manual and all other Confidential Information;</li> <li>• assign Your telephone numbers for the Franchised Business to Us;</li> <li>• comply with the covenants not to compete and any other surviving provisions of the Ongoing Franchise Agreement; and</li> <li>• if requested, assign Your interest in the Approved Location to Us.</li> </ul>
j. Assignment of contract by Us	Section 18.1	There are no restrictions on Our right to assign Our interest in the Ongoing Franchise Agreement.
k. “Transfer” by You-definition	Section 18.2	“Transfer” includes transfer of an interest in the Franchise, the Ongoing Franchise Agreement, the Approved Location, the Franchised Business’ assets or the Franchisee entity.
l. Our approval of transfer by You	Section 18.2	Except for transfers among spouses, You may not transfer Your interest in any of the items listed in (k) above without Our prior written consent, unless authorized under state law.
m. Conditions for Our approval of transfer	Section 18.2	<p>We will consent to a transfer if:</p> <ul style="list-style-type: none"> <li>• We have not exercised Our Right of First Refusal;</li> <li>• all obligations owed to Us are paid;</li> <li>• You or any transferring owners have signed a general release, subject to state law, in a form the same as or similar to the General Release attached to the Ongoing Franchise Agreement;</li> <li>• the prospective Transferee meets Our business and financial standards;</li> <li>• the Transferee and all persons owning any interest in the Transferee sign the then-current Ongoing Franchise Agreement;</li> </ul>

		<ul style="list-style-type: none"> <li>You provide Us with a copy of all contracts and agreements related to the transfer;</li> <li>You or the Transferee pay a Transfer Fee applicable at the time You submit Notice to Us You want to transfer, per the Ongoing Franchise Agreement, both figures are plus CPI at the time of transfer;</li> <li>the Transferee or the owners of Transferee have agreed to be personally bound by all provisions of the Ongoing Franchise Agreement;</li> <li>You agree to guarantee performance by the Transferee, if requested by Us;</li> <li>the Transferee has obtained all necessary consents and approvals of third parties;</li> <li>You or all of Your equity owners have signed a non-solicitation agreement in a form the same as or similar to the Non-Disclosure and Non-Solicitation Agreement attached to the Ongoing Franchise Agreement; and</li> <li>the Transferee has agreed that its Manager will complete the Ongoing Franchise Agreement training program before assuming management of the Franchised Business.</li> </ul>
n. Our Right of First Refusal to acquire Your Franchised Business	Article 19	We may match a bona fide offer for Your Franchised Business or an ownership interest You propose to sell, based upon Our determination of the Value.
o. Our option to purchase Your Franchised Business	Section 17.4	Except as described in (n) above, We do not have the right to purchase Your Franchised Business; however, during the thirty (30) day period after the termination or expiration of the Ongoing Franchise Agreement, We have the right to purchase any assets of the Franchised Business for book value.
p. Death or disability	Sections 16.2 and 18.6	After a death or incapacity of one of Your owners, his or her representative must transfer, subject to the terms of the Ongoing Franchise Agreement, the deceased or incapacitated owner's interest in the Franchised Business or in the entity owning the interest in the Franchised Business within six (6) months of death or incapacity or We may terminate the Ongoing Franchise Agreement. If We deem it necessary, We may take over the operation of the Franchised Business until the deceased or incapacitated owner's interest is transferred, and We may charge a fee of 3% of Gross Sales plus the daily fee of Two Hundred Fifty Dollars (\$250.00) per day for this service and be entitled to reimbursement of expenses.
q. Non-competition covenants during the term of the franchise	Sections 7.3 and 7.4	<p>You, Your owners (and members of their families and collaterals) and Your officers, directors, executives, managers, and employees are prohibited as against Us, the Franchised Business', and Our Affiliate(s) (if applicable) from:</p> <ul style="list-style-type: none"> <li>attempting to divert any customer, employee or other business associate;</li> <li>attempting to divert any other Franchisee to a Competitive Business;</li> <li>attempting to solicit or induce any customer, employee or other business associate;</li> <li>or induce any other Franchisee to terminate or modify their business relationship;</li> </ul>

		<ul style="list-style-type: none"> <li>causing injury or prejudice to the Marks or the System; or</li> <li>owning or working for a Competitive Business.</li> </ul>
r. Non-competition covenants after the franchise is terminated or expires	Section 17.2	<p>For three (3) years after the termination or expiration of the Ongoing Franchise Agreement, You, Your owners (and members of their families and collaterals) and Your officers, directors, executives or managers are prohibited from:</p> <ul style="list-style-type: none"> <li>owning or working for a Competitive Business operating within fifty (50) miles of Your Approved Location or within the Territory (whichever is greater), and within fifty (50) miles of any other Rosati's Business; or</li> <li>soliciting or influencing any consumers, employees, business associates, or any other Franchisee to terminate or modify their business relationship with Us, Our Affiliate(s) or any other Franchisee.</li> </ul>
s. Modification of the agreement	Sections 9.2 and 22.7	The Ongoing Franchise Agreement can be modified only by written agreement between You and Us. We may modify the Manual without Your consent if the modification does not materially alter Your fundamental rights.
t. Integration/merger clause	Sections 24.1 and 24.10	Only the terms of the Ongoing Franchise Agreement and requirements within the Manual are binding. Any other promises may not be enforceable. Notwithstanding the foregoing, nothing in any Ongoing Franchise Agreement is intended to disclaim the express representations made in this Franchise Disclosure Document.
u. Dispute resolution by mediation	Section 23.7	Subject to applicable state law, We do require mediation. Except for actions or claims for injunctive relief or specific performance or relating to the Marks, Trade Secrets or Confidential Information, all disputes must be mediated in Williamson County, Texas or a location as determined by state law in Your state, a minimum of three (3) times before either party can file suit.
v. Choice of forum	Section 23.2	Subject to applicable state law, claims for injunctive relief or specific performance may be brought by Us where You are located; where the Franchised Business is or was located; where Our counsel is located; or where the claim arose. All litigation must be filed in Williamson County, Texas, unless modified by an attached State Addendum.
w. Choice of law	Section 23.1	Subject to applicable state law, Texas law applies, unless voided by Your state (see State Addendums attached), except that disputes over the Marks will be governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. Sec. 1051 et seq.).
x. Franchisee Liquidated Damages	Section 17.9	<p>If You default on Your Ongoing Franchise Agreement, You must pay liquidated damages equal to</p> <ul style="list-style-type: none"> <li>One Thousand Dollars (\$1,000.00) per day, per occurrence, retroactive to first date of offense; plus</li> <li>the average monthly amount of the last three (3) fully operating months' royalty fees, multiplied the number of months left on the Ongoing Franchise Agreement or until the Territory is resold, whichever occurs first or as determined by the state law of Your state, without the necessity of holding a full trial or posting a bond.</li> </ul>

This section is only applicable if You apply to become and are awarded a Rosati's Area Development Agreement.

<b>THE DEVELOPMENT AGREEMENT</b>		
<b>Provision</b>	<b>Section In the Development Agreement</b>	<b>Summary</b>
a. Term of the Development Rights	Section 5.1	The term expires on the last Opening Date on the Development Schedule.
b. Renewal or extension of the term	Section 5.2	You have no right to renew, but We have the right to re-evaluate the Territory. If We do, You will have a Right of First Refusal to open additional franchises in the Development Territory after the Development Agreement expires, if We determine that the Development Territory can be further developed without adverse effect on existing Franchised Businesses within the Development Territory.
c. Requirements for You to renew or extend	Not applicable	
d. Termination by You	Section 8.3	Developers may terminate under any grounds permitted by law.
e. Termination by Us without Cause	Not Applicable	
f. Termination by Us with Cause	Article 8	We may terminate the Development Agreement only if You default. A termination of the Area Development Agreement does not automatically terminate the Ongoing Franchise Agreements.
g. "Cause" defined-curable defaults	Section 8.2	You can avoid termination of the Area Development Agreement if You cure a default arising from Your failure to comply with mandatory specifications in the Development Agreement within thirty (30) days of receiving Our Notice of Default. A termination of the Area Development Agreement does not automatically terminate the Ongoing Franchise Agreements.
h. "Cause" defined-defaults that cannot be cured	Section 8.1	We have the right to terminate the Development Agreement without giving You an opportunity to cure if You: <ul style="list-style-type: none"> <li>• transfer any part of the Development Agreement, Development Rights or an interest in Your business entity in an unauthorized manner;</li> <li>• made a material misrepresentation or omission in the application for the Development Rights;</li> <li>• are convicted of or plead no contest to a felony or other crime or offense that may adversely affect the Marks;</li> </ul>

<b>THE DEVELOPMENT AGREEMENT</b>		
<b>Provision</b>	<b>Section In the Development Agreement</b>	<b>Summary</b>
		<ul style="list-style-type: none"> <li>• misuse or make unauthorized use of the Marks or Confidential Information; or</li> <li>• fail to meet the timing requirements or deadlines contained in the Development Schedule.</li> </ul> <p>A termination of the Area Development Agreement does not automatically terminate the Ongoing Franchise Agreements.</p>
i. Your obligations on termination/non-renewal	Article 9	If the Development Agreement is terminated, You must: stop using any Trade Secrets and other Confidential Information, pay all sums owed to Us, comply with the Covenants Not to Compete and comply with any other surviving provisions of the Development Agreement.
j. Assignment of contract by Us	Section 7.1	There are no restrictions on Our right to assign Our interest in the Development Agreement.
k. "Transfer" by You-definition	Section 7.2	"Transfer" includes transfer of ownership in the Development Rights, the Development Agreement or the Developer's entity.
l. Our approval of transfer by You	Section 7.2	You may not transfer Your interest in any of the items listed in (k) above without Our prior written consent.
m. Conditions for Our approval of transfer	Section 7.2	<p>We will consent to a transfer if:</p> <ul style="list-style-type: none"> <li>• We have not exercised Our Right of First Refusal;</li> <li>• all obligations owed to Us are paid;</li> <li>• You and the Transferee have signed a general release, subject to state law, in a form the same as or similar to the General Release attached to the Initial Ongoing Franchise Agreement;</li> <li>• the prospective Transferee meets Our business and financial standards;</li> <li>• You provide Us with a copy of all contracts and agreements related to the transfer;</li> <li>• You or the Transferee pay a Transfer Fee amount equal to One-half of the then-current Initial Fees, currently Seventeen Thousand Five Hundred Dollars (\$17,500.00) per non-developed Ongoing Franchise Agreement covered under this Development Agreement, figures are plus CPI at the time of transfer;</li> <li>• the Transferee has agreed to be personally bound by all provisions of the Development Agreement and the owners of Transferee have agreed to personally guarantee Transferee's performance;</li> <li>• the Transferee has agreed to be personally bound by all provisions of the then-current Ongoing Franchise Agreement(s) for new Franchisees and the owners of Transferee have</li> </ul>

<b>THE DEVELOPMENT AGREEMENT</b>		
<b>Provision</b>	<b>Section In the Development Agreement</b>	<b>Summary</b>
		<p>agreed to personally guarantee Transferee's performance;</p> <ul style="list-style-type: none"> <li>• the Transferee has obtained all necessary consents and approvals of third parties and applicable state and federal laws and requirements; and</li> <li>• You or all of Your equity owners have signed a non-disclosure and non-solicitation agreement in a form the same as or similar to the Non-Disclosure and Non-Solicitation Agreement attached to the Ongoing Franchise Agreement.</li> </ul>
n. Our Right of First Refusal to acquire Your Development Rights	Section 7.4	We may match an offer for Your Development Rights or an ownership interest that You propose to transfer.
o. Our option to purchase Your Development Rights	Section 5.2	Except as described in (n) above, We do not have the right to purchase Your Development Rights; however, during the thirty (30) day period after the termination or expiration of the Development Agreement, We have the right to purchase any logoed assets of the Developer's entity for book value or Your cost.
p. Your death or disability	Not Applicable	
q. Non-competition covenants during the term of the Development Agreement	Section 9.4	The Development Agreement incorporates by reference the Non-Solicitation Covenants of the Ongoing Franchise Agreement.
r. Non-competition covenants after the Development Agreement is terminated or expires	Section 9.4	The Development Agreement incorporates by reference the post-term Non-Solicitation Covenants of the Ongoing Franchise Agreement.
s. Modification of the agreement	Section 12.7	The Development Agreement can be modified only by written agreement between You and Us.
t. Integration/merger clause	Sections 12.1 and 12.7	The terms of the Development Agreement are binding, although if there is a conflict between the Development Agreement and any Ongoing Franchise Agreement, the terms of the Ongoing Franchise Agreement will control. Any representations or other promises made outside the Disclosure Document, the Ongoing Franchise Agreement and the Development Agreement may not be enforceable. Notwithstanding the foregoing, nothing in any Ongoing Franchise Agreement is

<b>THE DEVELOPMENT AGREEMENT</b>		
<b>Provision</b>	<b>Section In the Development Agreement</b>	<b>Summary</b>
		intended to disclaim the express representations made in this Franchise Disclosure Document.
u. Dispute resolution by arbitration or mediation	Section 13.7	Subject to applicable state law, We do not allow Arbitration. We do, however, require multiple Mediation sessions prior to litigation. Except for actions or claims for injunctive relief or specific performance or relating to the Marks, Trade Secrets or Confidential Information, all disputes must be mediated in Williamson County, Texas, unless modified by an attached State Addendum.
v. Choice of forum	Section 13.2	Subject to applicable state law, claims for injunctive relief or specific performance may be brought by Us where We are located, where Our counsel is located, where the claim arose or where You are located.
w. Choice of law	Section 13.1	Texas law applies, unless modified by an attached State Addendum, except that disputes regarding the Marks will be governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. Sec. 1051 et seq.).

**ITEM 18. PUBLIC FIGURES**

We have no public figures within the Rosati's Pizza Franchise System at the time of this Disclosure Document.

**ITEM 19. FINANCIAL PERFORMANCE REPRESENTATIONS**

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

Other than the following financial performance representation, Rosati's Pizza Enterprises, Inc. does not make any financial performance representations. We also do not authorize Our employees or representatives to make any such representations either orally or in writing. If You are purchasing an existing outlet, however, We may provide You with the actual records of that outlet. If You receive any other financial performance information or projections of Your future income, You should report it to the Franchisor's management at 1320 Arrow Point Drive Ste 50190, Cedar Park, TX 78613 or email at info@rosatisfranchising.com or telephone (847) 915-9174, the Federal Trade Commission, and the appropriate state regulatory agencies.

**Overall Assumptions –**

The financial performance representations provided include certain calculations of Gross Sales. All such calculations are based on Gross Sales reported by franchised restaurant owners on the web-based point of sale system to which We have access. This information has not been audited and we have

not taken any steps to independently verify the accuracy of the information submitted for each of these restaurants. Prior to February 2022, all franchised Rosati's Pizza restaurants operated under franchise agreements with RFI.

"Gross Sales" as used in this Item 19 were determined in the same manner You will determine Your Restaurant's Gross Sales under Your Franchise Agreement for purposes of calculating the Royalty Fee. Gross Sales as used in this financial performance representation means the total of all sales of food and beverages (non-alcoholic and alcoholic) made in, upon or from the restaurant, whether for cash, check, credit or otherwise, less sales tax collected from customers and paid to the applicable tax authorities, coupons and discounts to customers, and delivery charges collected and paid to the delivery drivers were not included in Gross Sales. No other offsets were made to the total gross sales numbers reported on the point-of-sale system.

Cost Assumptions used in the following forecast of future financial performance projections

- You will have the monthly expenditures as described in Your Franchise Agreement, including the Royalty Fee of five percent (5%) of Gross Sales per week;
- You will have a National/ Regional Advertising Fee of Three Hundred Fifty Dollars (\$350.00) per month or one percent (1%) of Gross Sales, whichever is higher;
- You may spend up to 3% in a local co-oped advertising program, however, it is not mandatory.
- Your Initial Fees, Area Development Fee, if applicable, Hardware and Software costs are not included in the below cost projections, only the weekly & monthly expenditures are represented.

Sports Pubs

For purposes of this financial performance representation, a Rosati's Pizza franchised sports pub has full table service and dine-in seating, a bar, a décor package approved by us, a menu that includes food, non-alcoholic beverages, beer, wine, and in some cases, hard liquor, and offers carryout and delivery services. You should only rely on this section of the financial performance representation if You intend to establish a franchised sports pub.

Average Gross Sales of Franchised Sports Pubs for 2024

The following is a statement of the average gross sales of 37 Rosati's Pizza franchised sports pubs for the calendar year 2024. As of December 31, 2024, we had 131 franchised Rosati's Pizza sports pubs and carryout/delivery restaurants in operation. Of these 130 restaurants, 38 restaurants were operating as franchised sports pubs as defined above. 1 of the 38 franchised sports pubs was not included in this average because it had not been in operation for all 12 months of 2024. The 37 franchised sports pubs included in the average have been in operation as Rosati's Pizza restaurants for time periods ranging from 1 year, 2 months to 27 years.

Average Gross Sales	Units Meeting or Exceeding Avg	Range of Gross Sales	Median Gross Sales
\$1,242,649	16 (43%)	\$313,456 - \$2,692,380	\$1,056,407

### Explanatory Notes:

The following should be considered in reviewing and determining whether to rely on these figures.

- 1) A newly established restaurant without brand recognition in the local market or a customer base cannot expect to initially experience the same level of gross sales as the gross sales of established businesses.
- 2) Based on the restaurants excluded for the reasons described above, this financial performance representation is based on 97% of the franchised sports pubs in operation as of December 31, 2024.
- 3) 27% of the franchised sports pubs included in the average are located in the greater Chicago, Illinois area where the brand was first established in 1964. Accordingly, the results achieved by these restaurants may not be typical of those that may be achieved in a prospective franchisee's area.
- 4) This financial performance representation does not include information concerning profits that may be realized in the operation of a Rosati's Pizza franchised sports pub. Profits in the operation of a Rosati's Pizza sports pub will vary from restaurant to restaurant and from location to location and are dependent upon numerous factors beyond our control.
- 5) Factors which may cause material differences in the gross sales of a Rosati's Pizza franchised sports pub include but are not necessarily limited to the following:
  - \* Management and business experience of the franchise owner and the amount of time the franchise owner spends working in the business
  - \* The Length of time the restaurant has been in operation at the location
  - \* How closely the ROSATI'S PIZZA System, including recipes, are followed
  - \* Quality of customer service
  - \* Quality of products prepared
  - \* Size of premises and amount of seating
  - \* Prices charged to customers
  - \* Whether hard liquor is sold
  - \* Average time to deliver product to customer
  - \* Location, visibility and accessibility of the restaurant
  - \* Local demographic factors, including population density and income
  - \* Local competition
  - \* Marketing and promotional efforts of the owner

### Sports Pubs Comparison of 2024 vs. 2023 vs. 2022 Gross Sales

The Franchise system showed an increase of \$784 in Average Gross Sales over 2023, and a decrease of \$60,577 in Median Gross Sales for 2023. In 2024, the Franchise system showed an increase of \$77,391 in Average Gross Sales over 2022, and a decrease of \$23,151 in Median Gross Sales for 2022.

Average Gross Sales of Franchised Sports Pubs for 2023

The following is a statement of the average gross sales of 34 Rosati's Pizza franchised sports pubs for the calendar year 2023. As of December 31, 2023, we had 126 franchised and affiliate-owned Rosati's Pizza sports pubs and carryout/delivery restaurants in operation. Of these 126 restaurants, 38 restaurants were operating as franchised sports pubs as defined above. 2 of the 38 franchised sports pubs were not included in this average because they had not been in operation for all 12 months of 2023 and 2 of the 38 franchised sports pubs was not included in this average because it was not operating as a franchised sports pub for all 12 months of 2023. The 34 franchised sports pubs included in the average have been in operation as a Rosati's Pizza restaurant for a period of time ranging from 1 year, 6 months to 26 years.

<b>Average Gross Sales</b>	<b>Units Meeting or Exceeding Avg</b>	<b>Range of Gross Sales</b>	<b>Median Gross Sales</b>
\$1,241,865	12 (35%)	\$398,723 - \$2,384,732	\$1,116,984

Sports Pubs Comparison of 2023 vs. 2022 Gross Sales

The Franchise system showed an increase of \$76, 607 in average Gross Sales over 2022, and an increase of \$83,728 in Median Gross Sales.

Average Gross Sales of Franchised Sports Pubs for 2022

The following table presents Gross Sales data for the 36 franchised Sports Pubs that were open and operating for all of the 2022 year. As of December 31, 2022, there were 123 franchised Rosati's Pizza restaurants open and operating, of which 41 franchised Sports Pubs were open and operating, but we have excluded 6 franchised Sports Pubs from the data presented below because they had not been in operation for all 12 months of 2022, either because they opened during or permanently ceased operations during, the 2022 calendar year.

<b>Average Gross Sales</b>	<b>Units Meeting or Exceeding Avg</b>	<b>Range of Gross Sales</b>	<b>Median Gross Sales</b>
\$1,165,258	13 (36%)	\$512,665 - \$2,535,350	\$1,033,256

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## Carryout / Delivery Restaurants

### Average Gross Sales of Franchised Carryout / Delivery Restaurants for 2024

The following is a statement of the average gross sales of 81 Rosati's Pizza carryout/delivery franchised restaurants for the calendar year 2024. As of December 31, 2024, we had 131 franchised Rosati's Pizza sports pubs and carryout/delivery restaurants in operation. Of these 130 restaurants, 92 restaurants were operating as carryout/delivery franchised restaurants. 11 of the 92 carryout/delivery franchised restaurants were not included in this average because they had not been in operation for all 12 months of 2024. The carryout/delivery franchised restaurants included in the average have been in operation as Rosati's Pizza restaurants as of December 31, 2024 for time periods ranging from 1 year, 2 months to 57 years.

<b>Average Gross Sales</b>	<b>Units Meeting or Exceeding Avg</b>	<b>Range of Gross Sales</b>	<b>Median Gross Sales</b>
\$669,995	34 (42%)	\$111,432 to \$1,804,088	\$612,355

### Explanatory Notes:

The following should be considered in reviewing and determining whether to rely on these figures.

- 1) A newly established restaurant without brand recognition in the local market or a customer base cannot expect to initially experience the same level of gross sales as the gross sales of established businesses.
- 2) Based on the restaurants excluded for the reasons described above, this financial performance representation is based on 90% of the carryout/delivery franchised restaurants in operation as of December 31, 2023.
- 3) 61% of the carryout/delivery franchised restaurants included in the average are located in the greater Chicago, Illinois area where the brand was first established in 1964. Accordingly, the results achieved by these restaurants may not be typical of those that may be achieved in a prospective franchisee's area.
- 4) This financial performance representation does not include information concerning profits that may be realized in the operation of a Rosati's Pizza carryout/delivery franchised restaurant. Profits in the operation of a Rosati's Pizza carryout/delivery restaurant will vary from restaurant to restaurant and from location to location and are dependent upon numerous factors beyond Our control.
- 5) Factors which may cause material differences in the gross sales of a carryout/delivery franchised restaurant include but are not necessarily limited to the following:
  - Management and business experience of the franchise owner and the
  - amount of time the franchise owner spends working in the business
  - The Length of time the restaurant has been in operation at the location
  - How closely the Rosati's Pizza System, including recipes, are followed
  - Quality of customer service
  - Quality of products prepared
  - Size of premises and amount of seating

- Prices charged to customers
- Average time to deliver product to customer
- Location, visibility and accessibility of the restaurant
- Local demographic factors, including population density and income
- Local competition
- Marketing and promotional efforts of the owner

Average Gross Sales of Franchised Carryout / Delivery Restaurants for 2023

The following is a statement of the average gross sales of 79 Rosati’s Pizza carryout/delivery franchised restaurants for the calendar year 2023. As of December 31, 2023, we had 126 franchised and affiliate-owned Rosati’s Pizza sports pubs and carryout/delivery restaurants in operation. Of these 126 restaurants, 88 restaurants were operating as carryout/delivery franchised restaurants. 9 of the 88 carryout/delivery franchised restaurants were not included in this average because they had not been in operation for all 12 months of 2023. The carryout/delivery franchised restaurants included in the average have been in operation as a Rosati’s Pizza restaurant as of December 31, 2023, for a period of time ranging from 1 year, 3 months to 56 years.

Average Gross Sales	Units Meeting or Exceeding Avg	Range of Gross Sales	Median Gross Sales
\$664,967	32 (41%)	\$140,477 to \$1,956,864	\$582,914

Restaurant Comparison of 2023 vs. 2022 Gross Sales

The Franchise system showed a five percent (5%) increase of the number of units meeting or exceeding the average Gross Sales over 2022, and an increase of \$935 in Median Gross Sales.

Average Gross Sales of Franchised Carryout / Delivery Restaurants for 2022

The following table presents Gross Sales data for the 77 franchised Carryout/Delivery Restaurants that were open and operating for all of the 2022 year. As of December 31, 2022, there were 123 franchised Rosati’s Pizza restaurants open and operating, of which 82 franchised Carryout/Delivery Restaurants were open and operating, but we have excluded 5 franchised Carryout/Delivery Restaurants from the data presented below because they had not been in operation for all 12 months of 2022, either because they opened during or permanently ceased operations during, the 2022 calendar year.

Average Gross Sales	Units Meeting or Exceeding Avg	Range of Gross Sales	Median Gross Sales
\$687,472	28 (36%)	\$90,304 - \$1,957,008	\$581,979

Gross Sales will vary. In particular, the Gross Sales of Your Franchised Business will be directly affected by many factors, such as: (a) geographic location; (b) competition from other similar businesses in Your area; (c) sales and marketing effectiveness based on market saturation; (d) Your vendors and service pricing; (e) vendor pricing for materials, supplies, and inventory; (f) labor costs; (g) ability to generate clients; (h) client loyalty; and (i) employment pricing; and (j) tax conditions in the market. Any such factor may differ materially from those that may exist for a franchise offered to You or from other corporate or Franchisee results.

Importantly, You should not consider the Gross Sales presented above to be the actual potential Gross Sales that You will realize, these are actual numbers that other owners have achieved. We do not

represent that You can or will attain those or similar revenues or margins or any particular level of Gross Sales. We do not represent that You will generate income, which exceeds the initial payment for or investment in, Your franchise.

Based on all of the matters mentioned in this Item, We recommend that You make Your own independent investigation to determine whether the franchise may be profitable and worth the risk. You should use this information only as a reference in conducting Your analysis and in preparing Your own projected income statements and cash flow statements. We strongly suggest that You consult Your financial advisor or personal accountant concerning financial projections; federal, state and local income taxes; and any other applicable taxes that You may incur in owning and operating a franchised business.

Upon Your reasonable request, We will make available to You the substantiating data used in preparing the projected financial results presented.

**ITEM 20. OUTLETS AND FRANCHISEE INFORMATION**

Exhibit B provides a complete list of Our Franchisees. If You become a franchisee, Your contact information may be disclosed to other buyers during and when You leave the franchise system. The following tables reflect the status of Our Franchisees from 2022 through 2024.

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

<b>Outlet Type</b>	<b>Year</b>	<b>Outlets at the Start of the Year</b>	<b>Outlets at the End of the Year</b>	<b>Net Change</b>
<b>Franchised</b>	2022	0	123*	+123
	2023	123	126	+3
	2024	126	131	+5
<b>Affiliate-Owned</b>	2022	0	2	+2
	2023	2	1	-1
	2024	1	0	-1
<b>Total Outlets</b>	2022	0	125	+125
	2023	125	127	+2
	2024	127	131	+4

\*Note: The Total number of Franchisees are listed in Exhibit B attached. In February 2022, 123 franchise agreements for open Rosati's Pizza Restaurants were assigned from RFI to Us.

Table No. 2  
**Transfers of Outlets from Franchisees to New Owners (other than the Franchisor)**  
**For Years 2022-2024**

State	Year	Number of Transfers
<b>Arizona</b>	2022	1
	2023	2
	2024	5
<b>California</b>	2022	1
	2023	0
	2024	0
<b>Colorado</b>	2022	0
	2023	0
	2024	1
<b>Florida</b>	2022	1
	2023	1
	2024	5
<b>Georgia</b>	2022	0
	2023	0
	2024	0
<b>Illinois</b>	2022	1
	2023	3
	2024	13
<b>Indiana</b>	2022	1
	2023	0
	2024	1

<b>Maryland</b>	2022	0
	2023	0
	2024	1
<b>Nevada</b>	2022	0
	2023	1
	2024	0
<b>Texas</b>	2022	0
	2023	1
	2024	2
<b>Wisconsin</b>	2022	0
	2023	0
	2024	5
<b>Total Transfers</b>	2022	4
	2023	8
	2024	33****

The numbers in the “Total” column may exceed the number of stores affected because several events may have affected the same store. For example, the same store may have had multiple owners.

\*\*\*\* There were 33 transfers amongst partners or franchisees in 2024, thus they were counted as ceased operations for other reasons for the partner leaving and an opening for the new business for the partner that stayed. There were 5 new locations with new people for the year

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

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations – Other Reasons	Outlets at End of the Year
<b>AZ</b>	2022	0	20	0	0	0	1*	19
	2023	19	2	0	0	0	2	19
	2024	19	8	1	0	0	5	21
<b>CA</b>	2022	0	5	0	0	0	1	4
	2023	4	0	0	0	0	0	4
	2024	4	0	0	0	0	0	4
<b>CO</b>	2022	0	1	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	1	0	0	0	1	1
<b>DC</b>	2022	0	0	0	0	0	0	0
	2023	0	1	0	0	0	0	1
	2024	1	0	1	0	0	0	0
<b>FL</b>	2022	0	9	0	0	0	1	8**
	2023	8	1	0	0	0	1	8
	2024	8	6	2	0	0	5	7
<b>GA</b>	2022	0	2	0	0	0	0	2
	2023	2	0	0	0	0	0	2
	2024	2	4	4	0	0	0	2
<b>IA</b>	2022	0	0	0	0	0	0	0
	2023	0	1	0	0	0	0	1
	2024	1	0	1	0	0	0	0
<b>IL</b>	2022	0	62	0	0	0	1	61**

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations – Other Reasons	Outlets at End of the Year
	2023	61	4	0	0	0	3	62
	2024	62	17	0	0	0	13	66
IN	2022	0	6	0	0	0	1	5
	2023	5	0	0	0	0	0	5
	2024	5	1	0	0	0	1	5
KS	2022	0	1	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
KY	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	1	0	0	0	0	1
MD	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	1	0
MN	2022	0	1	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
MO	2022	0	1	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
MS	2022	0	1	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
NC	2022	0	1	0	0	0	0	1
	2023	1	0	0	0	0	0	1

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations – Other Reasons	Outlets at End of the Year
	2024	1	2	0	0	0	0	3
NE	2022	0	1	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
NV	2022	0	2	0	0	0	0	2
	2023	2	0	0	0	0	1	1
	2024	1	0	0	0	0	0	1
OK	2022	0	1	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	0	1	0	0	0	0
TX	2022	0	4	1	0	0	0	3
	2023	3	2	0	0	0	1	4
	2024	4	1	0	0	0	2	4
WI	2022	0	0	0	0	0	0	0
	2023	10	0	0	0	0	0	10
	2024	10	6	0	0	0	5	11
Total	2022	<b>0</b>	<b>130</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>4</b>	<b>123</b>
	2023	<b>123</b>	<b>11</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>8</b>	<b>126</b>
	2024	<b>126</b>	<b>48****</b>	<b>10</b>	<b>0</b>	<b>0</b>	<b>33****</b>	<b>131</b>

Note: The Total number of Franchisees including any Franchisee's signed through the issuance date of this FDD is listed in Exhibit B attached.

\* This outlet closed in 2022 and was reopened by a franchisee in 2023.

\*\* Our owners hold a minority interest in the ultimate owner of two (2) franchised outlet entities in Florida.

\*\*\* Our owners hold a minority interest in the ultimate owner of three (3) franchised outlets in Illinois.

\*\*\*\* There were 33 transfers amongst partners or franchisees in 2024, thus they were counted as ceased operations for other reasons for the partner leaving and an opening for the new business for the partner that stayed. There were 5 new locations with new people for the year.

Table No. 4  
**Status of Company-Owned Outlets  
 For Years 2022-2024**

State	Year	Outlets at Start of the Year	Outlets Opened	Outlets Reacquired from Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of the Year
<b>AZ</b>	2022	0	1	0	0	1	0
	2023	0	0	0	0	0	0
	2024	0	0	0	0	0	0
<b>IL</b>	2022	0	2*	0	0	0	2
	2023	2	0	0	0	1	1
	2024	1	0	0	0	1	0
<b>Totals</b>	2022	0	3	0	0	1	2
	2023	2	0	0	0	1	1
	2024	1	0	0	0	1	0

Note: The company-owned units shown in this Table are actually an Affiliate company, who utilizes the same Rosati's methods and procedures. There are no true company owned units in the Rosati's System.

\* Prior to February 2022, these affiliate-owned outlets operated under franchise agreements with RFI.

Table No. 5  
**Projected Openings as of 2025**

State	Ongoing Franchise Agreements Signed but Outlet not Opened	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company-Owned Outlets in the Next Fiscal Year
<b>Arizona</b>	3	0	0
<b>Florida</b>	2	0	0
<b>Illinois</b>	4	2	0
<b>Kentucky</b>	2	0	0
<b>Maryland</b>	1	0	0

<b>State</b>	<b>Ongoing Franchise Agreements Signed but Outlet not Opened</b>	<b>Projected New Franchised Outlets in the Next Fiscal Year</b>	<b>Projected New Company-Owned Outlets in the Next Fiscal Year</b>
<b>Nevada</b>	1	0	0
<b>Texas</b>	3	0	0
<b>Utah</b>	1	0	0
<b>Wisconsin</b>	1	0	0
<b>Total</b>	18	2	0

**List of Current Franchisees**

A list of all Rosati's Trained Businesses and Franchisees and the addresses of their Business is attached to this Disclosure Document as Exhibit B.

**List of Terminated or Cancelled Franchisees**

Exhibit B lists the name, city and state and current business telephone number (or, if unknown, the last known home telephone number) of each franchisee who had an outlet terminated, cancelled, or not renewed; or who otherwise voluntarily or involuntarily ceased to do business under a Franchise Agreement during our most recent fiscal year; or who has not communicated with Us within ten weeks of the disclosure document issuance date.

**Additional Franchisee Information**

If You become a franchisee, Your contact information may be disclosed to other buyers during and when You leave the franchise system as required by law.

During Our last three (3) fiscal years, We have signed confidentiality clauses with current and Former Franchisees which restrict their ability to speak openly with You about their experience with Us. We are not aware of any trade-specific Franchisee organizations associated with the System and no independent franchisee organizations have asked to be included in this Disclosure Document.

**ITEM 21. FINANCIAL STATEMENTS**

We have now been in business for 3 years or more, thus all financial statements for three years, which are required in Instructions (i) and (ii) of this Item 21 are provided. We comply with this Item by supplying (i) Our unaudited Profit and Loss Statement through March 31, 2025; (ii) Our Unaudited Balance Sheet through March 31, 2025; (iii) Our audited financials for the year ending December 31, 2023; (iv) Our audited financials for the year ending December 31, 2022; and (v) Our audited financials for this fiscal year ending December 31, 2022, Our fiscal year ends December 31st.

**ITEM 22.      CONTRACTS**

The following Agreements are attached to this Disclosure Document as Exhibits:

Business Establishment Training Course Agreement with Exhibits	Exhibit C
Site Selection and Real Estate Training Course Agreement with Exhibits	Exhibit D
Ongoing Franchise Agreement with Exhibits	Exhibit E
Area Development Agreement with Exhibits	Exhibit F
Confidentiality Agreement	Exhibit H

There are no other contracts or agreements provided by Rosati's to be signed by You.

**ITEM 23.      RECEIPT**

In accordance with the Trade Regulation Rule of the Federal Trade Commission titled “Disclosure Requirements and Prohibitions Concerning Franchising and Business Opportunity Ventures,” a Receipt by the Prospective Franchisee is attached as Exhibit J, located on the last two pages of this Disclosure Document.

You should sign and date both copies of the receipt as of the date You received this Disclosure Document.

**Keep one copy for Your records and return the other signed copy to Us.**

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**EXHIBIT A**  
**TO FRANCHISE DISCLOSURE DOCUMENT**  
**ROSATI'S PIZZA ENTERPRISES, INC.**  
**FINANCIAL STATEMENTS**

The following financial statements are attached:

1. Our Unaudited Profit and Loss Statement through March 31, 2025;
2. Our Unaudited Balance Sheet through March 31, 2025;
3. Our Audited Financials through December 31, 2024;
4. Our Audited Financials through December 31, 2023; and
5. Our Audited Financials through December 31, 2022.

**ROSATTI'S PIZZA ENTERPRISES PROFIT & LOSS STATEMENT**

**JANUARY 1, 2025, THROUGH MARCH 31, 2025**

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

**ROSATI'S PIZZA ENTERPRISES, INC**  
**PROFIT AND LOSS STATEMENT**  
**FOR THE QUARTER ENDING MARCH 31, 2025**

	<u>CURRENT PERIOD</u>	<u>PERCENT OF REVENUE</u>
<b>REVENUE</b>		
License Fees	\$ 257,037.39	12.17%
Marketing Co-op Income	453,679.06	21.48%
Royalty Fees	1,401,350.10	66.35%
<b>Total Revenue</b>	<b>2,112,066.55</b>	<b>100.00%</b>
<b>OPERATING EXPENSES</b>		
Advertising and Promotion	81,590.40	3.86%
Bank Charges	1,647.82	0.08%
Commission Expense	10,000.00	0.47%
Consulting Fees	1,210,734.90	57.32%
Dues and Subscriptions	1,727.86	0.08%
Franchisee Expense	2,631.89	0.12%
Insurance	9,465.59	0.45%
Legal and Professional Fees	448,920.16	21.26%
Meals	1,412.64	0.07%
Office Expense	4,024.08	0.19%
Outside Services	20,300.00	0.96%
Pension Plan Contribution	2,826.81	0.13%
Postage	4,983.95	0.24%
Rent	9,628.70	0.46%
Repairs and Maintenance	330.85	0.02%
Royalty Fee Expense	149,968.03	7.10%
Salaries-Administrative	189,846.29	8.99%
Salaries-Commissions	13,000.00	0.62%
Taxes-License and Permits	-	0.00%
Taxes-Payroll	15,236.39	0.72%
Taxes-State Franchise Tax	-	0.00%
Telephone and Internet	1,813.23	0.09%
Travel Expenses	52,494.14	2.49%
Utilities	326.91	0.02%
<b>Total Operating Expenses</b>	<b>2,232,910.64</b>	<b>105.72%</b>
<b>Operating Income (Loss)</b>	<b>(120,844.09)</b>	<b>-5.72%</b>
<b>OTHER INCOME (EXPENSE)</b>		
Unrealized Gain		0.00%
Interest Income	6,717.73	0.32%
Depreciation		0.00%
Interest Expense	(14,909.01)	-0.71%
<b>Total Other Income (Expense)</b>	<b>(8,191.28)</b>	<b>-0.39%</b>
<b>NET PROFIT (LOSS)</b>	<b>\$ (129,035.37)</b>	<b>-6.11%</b>

**ROSATI'S PIZZA ENTERPRISES BALANCE SHEET**

**JANUARY 1, 2025, THROUGH MARCH 31, 2025**

**THE ATTACHED FINANCIAL STATEMENTS HAVE BEEN PREPARED WITHOUT AN AUDIT. PROSPECTIVE FRANCHISEES OR SELLERS OF FRANCHISES SHOULD BE ADVISED THAT NO INDEPENDENT CERTIFIED PUBLIC**

**ACCOUNTANT HAS AUDITED THESE FIGURES OR EXPRESSED AN OPINION  
WITH REGARD TO THEIR CONTENT OR FORM**

**ROSATI'S PIZZA ENTERPRISES, INC  
BALANCE SHEET  
MARCH 31, 2025**

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<u>ASSETS</u>	
<b>CURRENT ASSETS</b>	
Cash	\$ 157,263.27
Accounts Receivable	1,060,203.07
Prepaid Expenses	27,594.61
	<hr/>
<b>Total Current Assets</b>	<b>\$ 1,245,060.95</b>
<b>PROPERTY AND EQUIPMENT</b>	
Office Equipment	31,100.81
Office Furniture	36,317.00
Leasehold Improvements	9,078.33
ROU Asset	195,531.00
Less-Accumulated Depreciation	(48,405.00)
Less-Accumulated Amortization	(6,954.00)
	<hr/>
<b>Total Property and Equipment</b>	<b>216,668.14</b>
<b>OTHER ASSETS</b>	
Due from Franchisees	1,455,555.24
Due from Affiliates	65,135.60
Due from Officers	77,696.78
Deposits and Advances	22,345.07
Deferred Tax Asset	145,160.00
Commission Contract Asset	157,318.00
	<hr/>
<b>Total Other Assets</b>	<b>1,923,210.69</b>
<b>TOTAL ASSETS</b>	<b><u><u>\$ 3,384,939.78</u></u></b>

**ROSATI'S PIZZA ENTERPRISES, INC**  
**BALANCE SHEET**  
**MARCH 31, 2025**

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**LIABILITIES AND STOCKHOLDERS' EQUITY**

**CURRENT LIABILITIES**

Accounts Payable	467,078.84
Gift Card Payable	553,311.75
Accrued Expenses	69,131.99

**Total Current Liabilities** \$ 1,089,522.58

**LONG-TERM LIABILITIES**

ROU Liability	197,258.00
Due to Affiliates	34,934.55
License Contract Liability	1,594,315.00
Notes Payable-Officers	765,100.00

**Total Long-Term Liabilities** 2,591,607.55

**STOCKHOLDERS' EQUITY**

Capital Stock	10,000.00
Additional Paid in Capital	926,029.99
Retained Earnings	(1,232,220.34)

**Total Stockholders' Equity** (296,190.35)

**TOTAL LIABILITIES AND  
STOCKHOLDERS'S EQUITY**

**\$ 3,384,939.78**



*ROSATI'S PIZZA ENTERPRISES, INC.*

*AUDITED FINANCIAL STATEMENTS*

*DECEMBER 31, 2024*

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ROSATI'S PIZZA ENTERPRISES, INC.

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DECEMBER 31, 2024

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## INDEPENDENT AUDITOR'S REPORT

To the Stockholders of  
Rosati's Pizza Enterprises, Inc.  
Geneva, Illinois

### Report on the Audit of the Financial Statements

#### Opinion

We have audited the accompanying financial statements of

Rosati's Pizza Enterprises, Inc.

which comprise the balance sheet as of December 31, 2024, and the related statements of income, changes in stockholders' equity, and cash flows for the year then ended, and the related notes to the financial statements.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of Rosati's Pizza Enterprises, Inc. as of December 31, 2024, and the results of its operations and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

#### Basis for Opinion

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

#### Litigation Uncertainty

As discussed in Note 8 to the financial statements, the Company is a defendant in a lawsuit related to the assignment of the franchisees in exchange for the relinquishing of shares under Rosati's Franchising Inc.'s Shareholder's Agreement. Our opinion is not modified with respect to this matter.

#### 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 the financial statements that are free from material misstatement, whether due to fraud or error.

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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 Rosati's Pizza Enterprises, Inc.'s ability to continue as a going concern for one year after the date that the financial statements are issued.

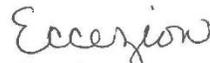
#### **Auditor's Responsibilities for the Audit of the Financial Statements**

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

In performing an audit in accordance with GAAS, we:

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

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

  
Eccezion  
Strategic Business Solutions

McHenry, Illinois  
April 24, 2025

**Rosati's Pizza Enterprises, Inc.**  
**Balance Sheet**  
**December 31, 2024**

ASSETS	
CURRENT ASSETS	
Cash and Cash Equivalents	\$ 201,817
Accounts Receivable, Net of Allowance of \$0	1,060,203
Prepaid Expenses	27,595
Total Current Assets	<u>\$ 1,289,615</u>
FIXED ASSETS	
Office Equipment	\$ 31,101
Office Furniture	36,317
Leasehold Improvements	9,078
Right-Of-Use Asset	195,531
	<u>\$ 272,027</u>
Less: Accumulated Depreciation	(48,405)
Less: Accumulated Amortization	(6,954)
Net Fixed Assets	<u>\$ 216,668</u>
OTHER ASSETS	
Due from Franchisees	\$ 1,513,950
Due from Affiliates	61,401
Due from Officers	77,697
Deposits and Advances	27,745
Commission Contract Asset	157,318
Total Other Assets	<u>\$ 1,838,111</u>
TOTAL ASSETS	<u>\$ 3,344,394</u>
LIABILITIES AND STOCKHOLDERS' EQUITY	
CURRENT LIABILITIES	
Accounts Payable	\$ 479,968
Gift Card Payable	518,562
Accrued Expense	69,170
Deferred Tax Liability	117,152
Current Portion of Right-Of-Use Liability	27,652
Notes Payable - Officers	765,100
Total Current Liabilities	<u>\$ 1,977,604</u>
OTHER LIABILITIES	
Due to Affiliates	\$ 32,335
License Contract Liability	1,594,315
Non-Current Portion of Right-Of-Use Liability	169,606
Total Other Liabilities	<u>\$ 1,796,256</u>
Total Liabilities	<u>\$ 3,773,860</u>
STOCKHOLDERS' EQUITY	
Capital Stock	\$ 10,000
Additional Paid-In Capital	926,029
Retained Earnings	(1,365,495)
Total Stockholders' Equity	<u>\$ (429,466)</u>
TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY	<u>\$ 3,344,394</u>

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

**Rosati's Pizza Enterprises, Inc.**  
**Income Statement**  
**For the Year Ended December 31, 2024**

REVENUES	
Royalty Fees	\$ 5,367,515
License Fees	818,472
Marketing Co-op Income	<u>1,677,528</u>
Total Revenues	<u>\$ 7,863,515</u>
OPERATING EXPENSES	
Advertising and Promotion	\$ 400,821
Automobile Expenses	1,865
Bank Charges	2,378
Commission Expense	62,475
Consulting Fees	3,066,056
Dues and Subscriptions	19,743
Franchisee Expense	91,644
Insurance Expense	32,222
Legal and Professional Fees	3,505,832
Meals and Entertainment	6,988
Office Expenses	24,884
Outside Services	53,595
Pension Plan Contribution	9,962
Postage	6,274
Rent	23,681
Repairs and Maintenance	5,346
Royalty Fee Expense	231,305
Salaries	687,414
Taxes - Payroll	56,166
Taxes - State Franchise Fee	612
Telephone and Internet	5,439
Travel Expenses	162,837
Utilities	<u>1,813</u>
Total Operating Expenses	<u>\$ 8,459,352</u>
OPERATING INCOME/(LOSS)	<u>\$ (595,837)</u>
OTHER INCOME/(EXPENSE)	
Interest Income	\$ 29,370
Interest Expense	(12,011)
Gain/Loss on Life Insurance Policy	7,499
Depreciation	<u>(12,024)</u>
Total Other Income/(Expense)	<u>\$ 12,834</u>
NET INCOME/(LOSS) BEFORE TAXES	\$ (583,003)
PROVISION FOR/(BENEFIT FROM) INCOME TAXES	<u>262,312</u>
NET INCOME/(LOSS)	<u>\$ (845,315)</u>

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

**Rosati's Pizza Enterprises, Inc.**  
**Statement of Changes in Stockholders' Equity**  
**For the Year Ended December 31, 2024**

	Common Stock	Additional Paid in Capital	Retained Earnings	Total Equity
Balance, December 31, 2023	\$ 10,000	\$ 926,029	\$ (520,180)	\$ 415,849
Additional Paid In Capital	-	-	-	-
Net Income/(Loss)	-	-	(845,315)	(845,315)
Balance, December 31, 2024	<u>\$ 10,000</u>	<u>\$ 926,029</u>	<u>\$ (1,365,495)</u>	<u>\$ (429,466)</u>

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

**Rosati's Pizza Enterprises, Inc.**  
**Statement of Cash Flows**  
**For the Year Ended December 31, 2024**

CASH FLOWS FROM OPERATING ACTIVITIES:	
Net Income/(Loss)	\$ (845,315)
Adjustments to Reconcile Net Income to Net Cash Provided by	
Operating Activities:	
Depreciation and Amortization	18,978
Unrealized Gain/Loss on Life Insurance Policy	(7,499)
Deferred Income Taxes	262,312
Change in Right-Of-Use Agreements	1,726
Change in Operating Assets and Liabilities:	
Accounts Receivable	22,699
Prepaid Expenses	34,985
Due to/from Affiliate	(34,203)
Due to/from Franchisees	57,674
Deposits and Advances	(9,760)
Commission Contract Asset	52,475
Accounts Payable	(170,548)
Credit Cards Payable	70,486
Accrued Expense	6,393
License Contract Liability	(331,672)
Net Cash Provided/(Used) by Operating Activities	<u>\$ (871,269)</u>
CASH FLOWS FROM INVESTING ACTIVITIES:	
Purchase of Leasehold Improvements	<u>\$ (9,078)</u>
Net Cash Provided/(Used) by Investing Activities	<u>\$ (9,078)</u>
CASH FLOWS FROM FINANCING ACTIVITIES:	
Proceeds from Notes Payable	<u>\$ 765,100</u>
Net Cash Provided/(Used) by Financing Activities	<u>\$ 765,100</u>
NET INCREASE/(DECREASE) IN CASH AND CASH EQUIVALENTS	\$ (115,247)
CASH AND CASH EQUIVALENTS, beginning of year	<u>317,064</u>
CASH AND CASH EQUIVALENTS, end of year	<u><u>\$ 201,817</u></u>
SUPPLEMENTAL CASH FLOW INFORMATION:	
Noncash Transactions:	
Right-Of-Use Assets Obtained In Exchange for New Right-Of-Use Lease Liability	<u><u>\$ 195,531</u></u>

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

**ROSATI'S PIZZA ENTERPRISES, INC.  
NOTES TO FINANCIAL STATEMENTS  
DECEMBER 31, 2024**

**NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

**Organization**

Rosati's Pizza Enterprises, Inc. (Company) is a closely held, for-profit corporation. The Company is principally engaged as a franchisor of Rosati's Restaurants in the United States. The Company was incorporated on February 16, 2022. On February 28, 2022, two of the former shareholders of Rosati's Franchising Inc. (RFI) received an assignment of approximately 140 franchises sold by the shareholders pursuant to the Rosati's Franchising Inc. Shareholder Agreement in exchange for their shares of RFI stock. The Company took the assignment of these franchises and assume all related obligations.

**Basis of Accounting**

The Company follows accounting principles generally accepted in the United States of America in the preparation of the financial statements. Where there is a choice between two or more generally accepted principles, the principle that most fairly presents financial position and results of operations is chosen.

**Cash and Cash Equivalents**

Cash and cash equivalents are considered to be checking accounts, savings accounts, and money market accounts with original maturities of three months or less. Cash equivalents are accounted for at cost, which approximates market value.

**Accounts Receivable & Allowance for Credit Losses**

Accounts receivable is recorded net of an applicable allowance for credit losses. The Company makes estimates of the uncollectability of its accounts receivable based on historical performance and projected trends. The Company analyzes accounts receivable and historical bad debt levels, customer credit worthiness, and current economic trends when evaluating the adequacy of the allowance for credit losses.

**Fixed Assets**

Fixed assets are carried at cost on the financial statements. When assets are retired or otherwise disposed of, the cost and related accumulated depreciation are removed from the accounts, and any resulting gain or loss is recognized in income or expense, respectively, for the period. Depreciation is computed using the straight-line method over the estimated useful lives as follows:

	<u>YEARS</u>
Office Equipment	5
Office Furniture	7

Depreciation expense was \$12,024 for the year ended December 31, 2024. Maintenance, repairs, and renewals, which neither materially add to the value of property nor appreciably prolong its useful life, are expensed as incurred.

**Due To/From Franchisees and Affiliates**

At times throughout the fiscal year, the Company will engage in borrowing/lending transactions with other franchisees and affiliates. These monies are used for various start-up expenditures and will be

## NOTES TO FINANCIAL STATEMENT (Continued)

paid back to the Company. As of December 31, 2024, \$61,401 was due from affiliates and \$32,335 due to affiliates.

### Leases

The Company determines if an arrangement is or contains a lease at inception. Leases are included in right-of-use (ROU) assets and lease liabilities in the Balance Sheet. ROU assets and lease liabilities reflect the present value of the future minimum lease payments over the lease term, and ROU assets also can include adjustments related to lease payments made and lease incentives received at or before the commencement date. Lease terms may include options to extend or terminate the lease when it is reasonably certain that the institution will exercise that option. Operating lease expense is recognized on a straight-line basis over the lease term.

The Company made an election to not report ROU assets and leases liabilities for its short-term leases (leases with a term of 12 months or less), to use a risk-free rate in lieu of its incremental borrowing rate to discount future lease payments, and to not separate the lease and non-lease components of lease agreements. The Company also made an election of the package of practical expedients which include not reassessing whether any expired or existing contracts are or contain leases, not reassessing the lease classification for any expired or existing leases, and not reassess initial direct costs for any existing leases.

The Company evaluated current contracts to determine which met the criteria of a lease. The right-of-use (ROU) assets represent the Company's right to use underlying assets for the lease term, and the lease liabilities represent the Company's obligation to make lease payments arising from these leases. The ROU assets and lease liabilities, all of which arise from operating leases, were calculated based on the present value of future lease payments over the lease terms. The ROU assets resulting from operating leases are included in other assets and the related liabilities are included in accrued expenses in the Balance Sheet. Finance lease ROU assets are included in property, plant, and equipment, net, and the related liabilities are included in long-term debt in the Balance Sheet. The Company did not have any finance leases during 2024. During the year ended December 31, 2024, the Company paid \$15,000 in short term lease payments for office space.

### Revenue Recognition

The Company derives the majority of its revenue from the franchisee contracts, franchisee royalties, and rebates.

Each franchisee and transfer contract represent various obligations but none that meet the criteria of a specific distinct performance obligations, as defined in ASU 606 and later clarified by ASU 2021-02; therefore, each contract is considered one performance obligation. Franchisee contract revenues are recognized on a straight-line method, over the term of the contract (normally 20 years).

Revenues from franchisee royalties are recognized each month based on a percentage of sales from the individual franchisees.

As part of the Company's franchise agreements, the franchisee purchases products and supplies from designated vendors. The Company may receive various fees and rebates from the vendors and distributors on product purchases by franchisees. The Company does not possess control of the products prior to their transfer to the franchisee and products are delivered to franchisees directly from the vendor or their distributors. Under adoption of ASC 606 and ASU 2021-02, the revenue recognition will not change; the Company will recognize the rebates as franchisees purchase products and supplies from vendors or distributors.

## **NOTES TO FINANCIAL STATEMENT (Continued)**

There are no significant financing components as payment is due and received at or shortly after the contract is signed. There is also not a variable consideration component as fees are set by the Company.

The franchisee revenue earned from performance obligations are satisfied over time.

Contract assets include amounts resulting from commission expenses related to franchisee and transfer agreements and contract liabilities consist of the unrecognized portions of the revenues related to franchisee and transfer agreements. Commission contract assets as of December 31, 2024 are \$157,318. License contract liabilities as of December 31, 2024 are \$1,594,315. The receivables related to franchisee contracts as of December 31, 2024 are \$110,000. The commission contract assets and license contract liabilities will be recognized/expensed over the term of the contract, which is normally 20 years.

### **Income Taxes**

The Company files a tax return in the U.S. federal jurisdiction and six states. Deferred income tax assets and liabilities are computed annually for temporary differences between the financial statement and tax basis of assets and liabilities that will result in taxable or deductible amounts in the future, based on enacted tax laws and rates applicable to the periods in which the differences are expected to affect taxable income. The most significant differences resulting in deferred tax assets and liabilities are differences due to tax return being prepared on the cash basis compared to the accrual basis audited balances. Valuation allowances are established, when necessary, to reduce deferred tax assets to the amount expected to be realized. Income tax expense is the tax payable or refundable for the year plus or minus the change during the period in deferred tax assets and liabilities.

The Company has adopted guidance issued by Financial Accounting Standards Board ("FASB") Accounting Standards Codification ("ASC") 740 with respect to accounting for uncertainty in income taxes. A tax position is recognized as a benefit only if it is "more likely than not" that a tax position would be sustained in a tax examination, with a tax examination being presumed to occur. The amount recognized is the largest amount of tax benefit that is greater than 50% likely of being realized on examination. For tax positions not meeting the "more likely than not" test, no benefit is accrued. The adoption had no effect on the Company's financial statements.

The Company's evaluation on December 31, 2024 revealed no uncertain tax positions that would have a material impact on the financial statements. The 2023 and 2024 tax years remains subject to examination by the IRS. The Company does not believe that any reasonable possible changes will occur within the next 12 months that will have a material impact on the financial statements.

### **Comprehensive Income**

There were no items of other comprehensive income as of December 31, 2024, and, thus, net income is equal to comprehensive income for the fiscal years.

### **Estimates**

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

## NOTES TO FINANCIAL STATEMENT (Continued)

### Advertising Costs

Advertising costs are charged to expense as incurred. Advertising expense for the year ended December 31, 2024, was \$400,821.

### NOTE 2 - FINANCIAL INSTRUMENTS

The carrying value of cash and cash equivalents, receivables, and accounts payable are a reasonable estimate of their fair market value due to the short-term nature of these instruments.

Financial instruments that potentially subject the Company to concentrations of credit risk consist principally of cash. The Company maintains cash balances at various institutions. The Federal Deposit Insurance Corporation ("FDIC") insures a \$250,000 balance on transaction accounts (i.e., checking accounts). At various times during the year, the Company's cash in bank balances may have exceeded insured FDIC limits. At December 31, 2024 the Company's uninsured cash balance was \$0. The Company has not experienced any losses in such accounts. Management believes it is not exposed to any significant credit risk on cash.

### NOTE 3 - RELATED PARTY BALANCES

At times, the Company engages in lending/borrowing activities with companies and/or people that are affiliated through common ownership. As of December 31, 2024, the following balances are due to/from related parties:

Due from Officers	\$	77,697
Due (to)/from Affiliates		29,066

The Company also has a note payable with a related party. See Note 4 for more details.

### NOTE 4 - NOTE PAYABLE

The Company secured a loan of \$765,100 from David Rosati in October 2024, with an annual percentage rate (APR) of 7.5%. The Company is currently making interest payments on the loan, with the principal to be repaid at a later date.

### NOTE 5 - STOCKHOLDERS' EQUITY

The Company is a closely held corporation with 10,000 shares of common stock authorized and issued for a total consideration of \$10,000 as follows:

Rosati Capital Inc.	10,000 shares
---------------------	---------------

In February 2022 and March 2022, additional amounts of \$858,228 and \$67,801, respectively, were contributed as paid-in capital.

### NOTE 6 - OPERATING LEASE – LESSEE

The Company entered into an agreement with Blackhawk Building LLC on August 21, 2024, for the lease of its franchise office in Geneva, IL, with a termination date set for December 31, 2027. The lease has an additional 3-year extension, which extends the lease to December 31, 2030, that the Company more than likely will exercise.

A summary of leases and future maturities of lease liabilities are presented in the following table, for the fiscal year ending December 31, 2024:

## NOTES TO FINANCIAL STATEMENT (Continued)

ROU Assets	\$ 195,531
Accumulated Amortization	<u>(6,954)</u>
	\$ 188,577
Total Lease Liabilities	<u>\$ 197,258</u>
Weighted Average Remaining Lease Term:	6 Years
Weighted Average Discount Rate:	3.56%
Future Lease Maturities:	
2025	\$ 34,128
2026	34,932
2027	35,748
2028	37,380
2029	38,184
Thereafter	<u>39,000</u>
	\$ 219,372
Less effects of discounting	<u>22,114</u>
Present Value of Future Minimum Lease Payments	<u>\$ 197,258</u>

### NOTE 7 - RETIREMENT PLAN

The Company has adopted a 401K plan that covers all eligible employees. The plan allows for both employee and 3% matching Company contributions. Company contributions were \$9,962 for the year ended December 31, 2024.

### NOTE 8 - CONTINGENCIES

On February 11, 2022, Anthony and David Rosati provided notice to the other shareholders of Rosati's Franchising, Inc. ("RFI") of their intent to exercise their option under RFI's Shareholder's Agreement to receive an assignment of the franchises they had sold on RFI's behalf in exchange for relinquishing their RFI shares. Also in February 2022, Anthony and David formed the Company to act as franchisor for their franchises and through which to conduct business following their separation from RFI. On February 28, 2022, Anthony and David relinquished their RFI shares, resigned from RFI, and assigned their franchises to themselves and ultimately to the Company. Anthony and David also retained certain assets that they had used during their tenure at RFI.

RFI filed a lawsuit on May 6, 2022 against the Company, Anthony, David, and Andrew Rosati, as well as Darren Schmitt and Timothy McCarthy, the Company's Director, Treasurer, and Director of Franchise Development, respectively. In the complaint, RFI brings the following claims: (1) violations of the Illinois Uniform Deceptive Trade Practices Act against all defendants; (2) breach of fiduciary duties against all individual defendants; (3) conspiracy to breach fiduciary duties against all individual defendants; and (4) an equitable accounting. In June 2022, all defendants moved to dismiss RFI's complaint in its entirety, which are fully briefed and remain pending. RFI has also filed numerous motions seeking temporary restraining orders and preliminary injunctive relief. The Circuit Court has twice denied RFI's requests for a temporary restraining order, and on March 1, 2023, the Illinois Appellate Court Entered an order denying RFI's appeal.

On March 16, 2023, the Chancery Court entered an order on the defendants' motions to dismiss. The Court granted the motions to dismiss in full, without prejudice, filed by the Company, Andrew Rosati, Darren Schmitt, and Timothy McCarthy. The Chancery Court granted the motions to dismiss, without prejudice, filed by Anthony and David Rosati as to Counts I and III in the Complaint. The Chancery Court denied Anthony's and David's motions to dismiss as to Counts II (breach of fiduciary duty) and IV (equitable accounting) of the Complaint. In March 2024, the court denied RFI's petition for prejudgment attachment, and Defendants answered the Second Amended Complaint and asserted certain affirmative defenses. In the spring and summer of 2024, the parties conducted depositions and completed fact discovery. In December 2024, RFI filed a partial motion for summary judgment and

#### **NOTES TO FINANCIAL STATEMENT (Continued)**

summary dispositions, which the Court denied in part and granted in part on February 25, 2025. A bench trial on all claims is set to begin on March 31, 2025. As the outcome of this case is unknown, we are unable to determine whether it would have an affect, if any, on the Company.

On September 26, 2024, American Family/Midvale filed a lawsuit against the Company disputing its coverage obligations for the RFI lawsuit (discussed earlier in Note 8) and is seeking the return of the fees it paid. The Company also filed a counter suit on February 6, 2025, seeking coverage for the RFI lawsuit. At this point the outcome of this matter is unknown.

#### **NOTE 9 - INCOME TAXES**

The Company has a deferred tax liability of \$117,152 (all current), which consists primarily of the differences due to the tax return being prepared on the cash basis compared to the accrual basis audited balances.

As of December 31, 2024, the Company has no federal and state income tax liabilities.

#### **NOTE 10 - SUBSEQUENT EVENTS**

The Company has evaluated subsequent events through April 24, 2025, the date on which the financial statements were available to be issued.



*ROSATI'S PIZZA ENTERPRISES, INC.*

*AUDITED FINANCIAL STATEMENTS*

*DECEMBER 31, 2023*

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ROSATI'S PIZZA ENTERPRISES, INC.

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## INDEPENDENT AUDITOR'S REPORT

To the Stockholders of  
Rosati's Pizza Enterprises, Inc.  
Fort Myers, Florida

### Report on the Audit of the Financial Statements

#### Opinion

We have audited the accompanying financial statements of

Rosati's Pizza Enterprises, Inc.

which comprise the balance sheet as of December 31, 2023, and the related statements of income, changes in stockholder's equity, and cash flows for the year then ended, and the related notes to the financial statements.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of Rosati's Pizza Enterprises, Inc. as of December 31, 2023, and the results of its operations and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

#### Basis for Opinion

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

#### Change of Accounting Principle

As discussed in Note 8 within the notes to the financial statements, the Company adopted FASB ASC 326, *Current Expected Credit Loss Standard*. Our conclusion is not modified with respect to this matter.

#### Litigation Uncertainty

As discussed in Note 6 to the financial statements, the Company is a defendant in a lawsuit related to the assignment of the franchisees in exchange for the relinquishing of shares under Rosati's Franchising Inc.'s Shareholder's Agreement. Our opinion is not modified with respect to this matter.

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## 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 the 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 Rosati's Pizza Enterprises, Inc.'s ability to continue as a going concern for one year after the date that the financial statements are issued.

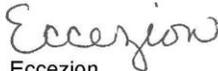
## Auditor's Responsibilities for the Audit of the Financial Statements

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

In performing an audit in accordance with GAAS, we:

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

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

  
Eccezion  
Consulting • CPAs • Technology

McHenry, Illinois  
April 11, 2024

Page 2

**Rosati's Pizza Enterprises, Inc.**  
**Balance Sheet**  
**December 31, 2023**

ASSETS	
CURRENT ASSETS	
Cash and Cash Equivalents	\$ 317,064
Accounts Receivable, Net of Allowance of \$0	1,082,902
Prepaid Expenses	62,580
Total Current Assets	<u>\$ 1,462,546</u>
FIXED ASSETS	
Office Equipment	\$ 31,101
Office Furniture	36,317
	<u>\$ 67,418</u>
Less: Accumulated Depreciation	(36,381)
Net Fixed Assets	<u>\$ 31,037</u>
OTHER ASSETS	
Due from Franchisees	\$ 1,571,624
Due from Affiliates	127,243
Due from Officers	70,197
Deposits and Advances	17,986
Deferred Tax Asset	145,160
Commission Contract Asset	209,793
Total Other Assets	<u>\$ 2,142,003</u>
TOTAL ASSETS	<u>\$ 3,635,586</u>
LIABILITIES AND STOCKHOLDERS' EQUITY	
CURRENT LIABILITIES	
Accounts Payable	\$ 650,516
Gift Card Payable	448,076
Accrued Expense	62,777
Total Current Liabilities	<u>\$ 1,161,369</u>
OTHER LIABILITIES	
Due to Affiliates	\$ 132,380
License Contract Liability	1,925,987
Total Other Liabilities	<u>\$ 2,058,367</u>
Total Liabilities	<u>\$ 3,219,736</u>
STOCKHOLDERS' EQUITY	
Capital Stock	\$ 10,000
Additional Paid-In Capital	926,029
Retained Earnings	(520,179)
Total Stockholders' Equity	<u>\$ 415,850</u>
TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY	<u>\$ 3,635,586</u>

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

**Rosati's Pizza Enterprises, Inc.**  
**Income Statement**  
**For the Year Ended December 31, 2023**

REVENUES	
Royalty Fees	\$ 5,281,068
License Fees	201,669
Marketing Co-op Income	<u>1,642,027</u>
Total Revenues	<u>\$ 7,124,764</u>
OPERATING EXPENSES	
Advertising and Promotion	\$ 317,982
Automobile Expenses	7,248
Bad Debt Expense	36,000
Bank Charges	2,232
Consulting Fees	4,428,054
Dues and Subscriptions	8,573
Franchisee Expense	290,091
Insurance Expense	20,924
Legal and Professional Fees	1,565,651
Meals and Entertainment	7,671
Office Expenses	39,481
Outside Services	42,250
Pension Plan Contribution	9,141
Postage	4,486
Rent	38,540
Royalty Fee Expense	322,065
Salaries	709,707
Taxes - Payroll	58,403
Taxes - State Franchise Fee	823
Telephone and Internet	12,717
Travel Expenses	150,514
Utilities	<u>2,553</u>
Total Operating Expenses	<u>\$ 8,075,106</u>
OPERATING INCOME/(LOSS)	<u>\$ (950,342)</u>
OTHER INCOME/(EXPENSE)	
Interest Income	\$ 20,577
Fines and Penalty	(279)
Gain/Loss on Life Insurance Policy	8,528
Depreciation	<u>(11,000)</u>
Total Other Income/(Expense)	<u>\$ 17,826</u>
NET INCOME/(LOSS) BEFORE TAXES	\$ (932,516)
PROVISION FOR/(BENEFIT FROM) INCOME TAXES	<u>78,736</u>
NET INCOME/(LOSS)	<u><u>\$ (853,780)</u></u>

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

**Rosati's Pizza Enterprises, Inc.**  
**Statement of Changes in Stockholders' Equity**  
**For the Year Ended December 31, 2023**

	Common Stock	Additional Paid in Capital	Retained Earnings	Total Equity
Balance, December 31, 2022	\$ 10,000	\$ 926,029	\$ 333,601	\$ 1,269,630
Additional Paid In Capital	-	-	-	-
Net Income/(Loss)	-	-	(853,780)	(853,780)
Balance, December 31, 2023	<u>\$ 10,000</u>	<u>\$ 926,029</u>	<u>\$ (520,179)</u>	<u>\$ 415,850</u>

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

**Rosati's Pizza Enterprises, Inc.**  
**Statement of Cash Flows**  
**For the Year Ended December 31, 2023**

CASH FLOWS FROM OPERATING ACTIVITIES:	
Net Income/(Loss)	\$ (853,780)
Adjustments to Reconcile Net Income to Net Cash Provided by	
Operating Activities:	
Depreciation	11,000
Unrealized Gain/Loss on Life Insurance Policy	(8,528)
Deferred Income Taxes	(78,026)
Change in Operating Assets and Liabilities:	
Accounts Receivable	464,828
Prepaid Expenses	(9,987)
Due to/from Affiliate	283,891
Due to/from Franchisees	194,263
Due from Officers	36,000
Deposits and Advances	(875)
Commission Contract Asset	(14,283)
Accounts Payable	(239,639)
Credit Cards Payable	126,706
Accrued Expense	36,033
Federal and State Income Tax Liability	(202,927)
License Contract Liability	275,831
Net Cash Provided/(Used) by Operating Activities	<u>\$ 20,507</u>
CASH FLOWS FROM INVESTING ACTIVITIES:	
Disposal of Fixed Assets	<u>\$ (2,333)</u>
Net Cash Provided/(Used) by Investing Activities	<u>\$ (2,333)</u>
CASH FLOWS FROM FINANCING ACTIVITIES:	
Payments on Notes Payable	<u>\$ (150,000)</u>
Net Cash Provided/(Used) by Financing Activities	<u>\$ (150,000)</u>
NET INCREASE/(DECREASE) IN CASH AND CASH EQUIVALENTS	\$ (131,826)
CASH AND CASH EQUIVALENTS, beginning of year	<u>448,890</u>
CASH AND CASH EQUIVALENTS, end of year	<u><u>\$ 317,064</u></u>

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

**ROSATI'S PIZZA ENTERPRISES, INC.  
NOTES TO FINANCIAL STATEMENTS  
DECEMBER 31, 2023**

**NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

**Organization**

Rosati's Pizza Enterprises, Inc. (Company) is a closely held, for-profit corporation. The Company is principally engaged as a franchisor of Rosati's Restaurants in the United States. The Company was incorporated on February 16, 2022. On February 28, 2022, two of the former shareholders of Rosati's Franchising Inc. (RFI) received an assignment of approximately 140 franchises sold by the shareholders pursuant to the Rosati's Franchising Inc. Shareholder Agreement in exchange for their shares of RFI stock. The Company took the assignment of these franchises and assume all related obligations.

**Basis of Accounting**

The Company follows accounting principles generally accepted in the United States of America in the preparation of the financial statements. Where there is a choice between two or more generally accepted principles, the principle that most fairly presents financial position and results of operations is chosen.

**Cash and Cash Equivalents**

Cash and cash equivalents are considered to be checking accounts, savings accounts, and money market accounts with original maturities of three months or less. Cash equivalents are accounted for at cost, which approximates market value.

**Accounts Receivable & Allowance for Credit Losses**

Accounts receivable is recorded net of an applicable allowance for credit losses. The Company makes estimates of the uncollectability of its accounts receivable based on historical performance and projected trends. The Company analyzes accounts receivable and historical bad debt levels, customer credit worthiness, and current economic trends when evaluating the adequacy of the allowance for credit losses.

**Fixed Assets**

Fixed assets are carried at cost on the financial statements. When assets are retired or otherwise disposed of, the cost and related accumulated depreciation are removed from the accounts, and any resulting gain or loss is recognized in income or expense, respectively, for the period. Depreciation is computed using the straight-line method over the estimated useful lives as follows:

	<u>YEARS</u>
Office Equipment	5
Office Furniture	7

Depreciation expense was \$11,000 for the year ended December 31, 2023. Maintenance, repairs, and renewals, which neither materially add to the value of property nor appreciably prolong its useful life, are expensed as incurred.

**Due To/From Franchisees and Affiliates**

At times throughout the fiscal year, the Company will engage in borrowing/lending transactions with other franchisees and affiliates. These monies are used for various start-up expenditures and will be paid back to the Company. As of December 31, 2023, \$127,243 was due from affiliates and \$132,380 due to affiliates.

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## NOTES TO FINANCIAL STATEMENT (Continued)

### Leases

The Company determines if an arrangement is or contains a lease at inception. Leases are included in right-of-use (ROU) assets and lease liabilities in the Balance Sheet. ROU assets and lease liabilities reflect the present value of the future minimum lease payments over the lease term, and ROU assets also can include adjustments related to lease payments made and lease incentives received at or before the commencement date. Lease terms may include options to extend or terminate the lease when it is reasonably certain that the institution will exercise that option. Operating lease expense is recognized on a straight-line basis over the lease term.

The Company made an election to not report ROU assets and leases liabilities for its short-term leases (leases with a term of 12 months or less), to use a risk-free rate in lieu of its incremental borrowing rate to discount future lease payments, and to not separate the lease and non-lease components of lease agreements. The Company also made an election of the package of practical expedients which include not reassessing whether any expired or existing contracts are or contain leases, not reassessing the lease classification for any expired or existing leases, and not reassess initial direct costs for any existing leases.

The Company evaluated current contracts to determine which met the criteria of a lease. The right-of-use (ROU) assets represent the Company's right to use underlying assets for the lease term, and the lease liabilities represent the Company's obligation to make lease payments arising from these leases. The ROU assets and lease liabilities, all of which arise from operating leases, were calculated based on the present value of future lease payments over the lease terms. The ROU assets resulting from operating leases are included in other assets and the related liabilities are included in accrued expenses in the Balance Sheet. Finance lease ROU assets are included in property, plant, and equipment, net, and the related liabilities are included in long-term debt in the Balance Sheet. The Company did not have any finance leases during 2023. During the year ended December 31, 2023, the Company paid \$49,176 in short term lease payments for office space and a copier.

### Revenue Recognition

The Company derives the majority of its revenue from the franchisee contracts, franchisee royalties, and rebates.

Each franchisee and transfer contract represent various obligations but none that meet the criteria of a specific distinct performance obligations, as defined in ASU 606 and later clarified by ASU 2021-02; therefore, each contract is considered one performance obligation. Franchisee contract revenues are recognized on a straight-line method, over the term of the contract (normally 20 years).

Revenues from franchisee royalties are recognized each month based on a percentage of sales from the individual franchisees.

As part of the Company's franchise agreements, the franchisee purchases products and supplies from designated vendors. The Company may receive various fees and rebates from the vendors and distributors on product purchases by franchisees. The Company does not possess control of the products prior to their transfer to the franchisee and products are delivered to franchisees directly from the vendor or their distributors. Under adoption of ASC 606 and ASU 2021-02, the revenue recognition will not change; the Company will recognize the rebates as franchisees purchase products and supplies from vendors or distributors.

There are no significant financing components as payment is due and received at or shortly after the contract is signed. There is also not a variable consideration component as fees are set by the Company.

The franchisee revenue earned from performance obligations are satisfied over time.

## NOTES TO FINANCIAL STATEMENT (Continued)

Contract assets include amounts resulting from commission expenses related to franchisee and transfer agreements and contract liabilities consist of the unrecognized portions of the revenues related to franchisee and transfer agreements. Commission contract assets as of December 31, 2023 are \$209,793. License contract liabilities as of December 31, 2023 are \$1,925,987. The receivables related to franchisee contracts as of December 31, 2023 are \$126,400. The commission contract assets and license contract liabilities will be recognized/expensed over the term of the contract, which is normally 20 years.

### Income Taxes

The Company files a tax return in the U.S. federal jurisdiction and six states. Deferred income tax assets and liabilities are computed annually for temporary differences between the financial statement and tax basis of assets and liabilities that will result in taxable or deductible amounts in the future, based on enacted tax laws and rates applicable to the periods in which the differences are expected to affect taxable income. The most significant differences resulting in deferred tax assets and liabilities are differences due to tax return being prepared on the cash basis compared to the accrual basis audited balances. Valuation allowances are established, when necessary, to reduce deferred tax assets to the amount expected to be realized. Income tax expense is the tax payable or refundable for the year plus or minus the change during the period in deferred tax assets and liabilities.

The Company has adopted guidance issued by Financial Accounting Standards Board ("FASB") Accounting Standards Codification ("ASC") 740 with respect to accounting for uncertainty in income taxes. A tax position is recognized as a benefit only if it is "more likely than not" that a tax position would be sustained in a tax examination, with a tax examination being presumed to occur. The amount recognized is the largest amount of tax benefit that is greater than 50% likely of being realized on examination. For tax positions not meeting the "more likely than not" test, no benefit is accrued. The adoption had no effect on the Company's financial statements.

The Company's evaluation on December 31, 2023 revealed no uncertain tax positions that would have a material impact on the financial statements. The 2022 and 2023 tax years remains subject to examination by the IRS. The Company does not believe that any reasonable possible changes will occur within the next 12 months that will have a material impact on the financial statements.

### Comprehensive Income

There were no items of other comprehensive income as of December 31, 2023 and, thus, net income is equal to comprehensive income for the fiscal years.

### Estimates

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

### Advertising Costs

Advertising costs are charged to expense as incurred. Advertising expense for the year ended December 31, 2023 was \$317,982.

## NOTE 2 - FINANCIAL INSTRUMENTS

The carrying value of cash and cash equivalents, receivables, and accounts payable are a reasonable estimate of their fair market value due to the short-term nature of these instruments.

## NOTES TO FINANCIAL STATEMENT (Continued)

Financial instruments that potentially subject the Company to concentrations of credit risk consist principally of cash. The Company maintains cash balances at various institutions. The Federal Deposit Insurance Corporation ("FDIC") insures a \$250,000 balance on transaction accounts (i.e., checking accounts). At various times during the year, the Company's cash in bank balances may have exceeded insured FDIC limits. At December 31, 2023 the Company's uninsured cash balance was \$68,650. The Company has not experienced any losses in such accounts. Management believes it is not exposed to any significant credit risk on cash.

### NOTE 3 - RELATED PARTY BALANCES

At times, the Company engages in lending/borrowing activities with companies and/or people that are affiliated through common ownership. As of December 31, 2023, the following balances are due to/from related parties:

Due from Officers	\$	70,197
Due (to)/from Affiliates		(5,137)

### NOTE 4 - STOCKHOLDERS' EQUITY

The Company is a closely held corporation with 10,000 shares of common stock authorized and issued for a total consideration of \$10,000 as follows:

Rosati Capital Inc.	10,000 shares
---------------------	---------------

In February 2022 and March 2022, additional amounts of \$858,228 and \$67,801, respectively, were contributed as paid-in capital.

### NOTE 5 - RETIREMENT PLAN

The Company has adopted a 401K plan that covers all eligible employees. The plan allows for both employee and 3% matching Company contributions. Company contributions were \$9,141 for the year ended December 31, 2023.

### NOTE 6 - CONTINGENCIES

On February 11, 2022, Anthony and David Rosati provided notice to the other shareholders of Rosati's Franchising, Inc. ("RFI") of their intent to exercise their option under RFI's Shareholder's Agreement to receive an assignment of the franchises they had sold on RFI's behalf in exchange for relinquishing their RFI shares. Also in February 2022, Anthony and David formed the Company to act as franchisor for their franchises and through which to conduct business following their separation from RFI. On February 28, 2022, Anthony and David relinquished their RFI shares, resigned from RFI, and assigned their franchises to themselves and ultimately to the Company. Anthony and David also retained certain assets that they had used during their tenure at RFI.

RFI filed a lawsuit on May 6, 2022 against the Company, Anthony, David, and Andrew Rosati, as well as Darren Schmitt and Timothy McCarthy, the Company's Director, Treasurer, and Director of Franchise Development, respectively. In the complaint, RFI brings the following claims: (1) violations of the Illinois Uniform Deceptive Trade Practices Act against all defendants; (2) breach of fiduciary duties against all individual defendants; (3) conspiracy to breach fiduciary duties against all individual defendants; and (4) an equitable accounting. In June 2022, all defendants moved to dismiss RFI's complaint in its entirety, which are fully briefed and remain pending. RFI has also filed numerous motions seeking temporary restraining orders and preliminary injunctive relief. The Circuit Court has twice denied RFI's requests for a temporary restraining order, and on March 1, 2023, the Illinois Appellate Court Entered an order denying RFI's appeal.

## **NOTES TO FINANCIAL STATEMENT (Continued)**

On March 16, 2023, the Chancery Court entered an order on the defendants' motions to dismiss. The Court granted the motions to dismiss in full, without prejudice, filed by the Company, Andrew Rosati, Darren Schmitt, and Timothy McCarthy. The Chancery Court granted the motions to dismiss, without prejudice, filed by Anthony and David Rosati as to Counts I and III in the Complaint. The Chancery Court denied Anthony's and David's motions to dismiss as to Counts II (breach of fiduciary duty) and IV (equitable accounting) of the Complaint. Pursuant to the agreed order, all dispositive motions must be filed by October 1, 2024 and the trial date must be set by December 31, 2024. As the outcome of this case is unknown, we are unable to determine whether it would have an affect, if any, on the Company.

### **NOTE 7 - INCOME TAXES**

The Company has a deferred tax asset of \$145,160 (all current), which consists primarily of the differences due to the tax return being prepared on the cash basis compared to the accrual basis audited balances.

As of December 31, 2023, the Company has no federal and state income tax liabilities.

### **NOTE 8 - NEW ACCOUNTING STANDARD**

In June 2016, the FASB issued guidance (FASB ASC 326) which significantly changed how entities will measure credit losses for most financial assets and certain other instruments that aren't measured at fair value through net income. The most significant change in this standard is a shift from the incurred loss model to the expected loss model. Under the standard, disclosures are required to provide users of the financial statements with useful information in analyzing an entity's exposure to credit risk and the measurement of credit losses. Financial assets held by the Company that are subject to the guidance in FASB ASC 326 were trade accounts receivable, contract assets, and due from employees.

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

### **NOTE 9 - SUBSEQUENT EVENTS**

The Company has evaluated subsequent events through April 11, 2024, the date on which the financial statements were available to be issued.



*ROSATI'S PIZZA ENTERPRISES, INC.*

*AUDITED FINANCIAL STATEMENTS*

*DECEMBER 31, 2022*

eder, casella & co

ROSATI'S PIZZA ENTERPRISES, INC.

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DECEMBER 31, 2022

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## INDEPENDENT AUDITOR'S REPORT

To the Stockholders' of  
Rosati's Pizza Enterprises, Inc.  
South Barrington, Illinois

### Report on the Audit of the Financial Statements

#### Opinion

We have audited the accompanying financial statements of

Rosati's Pizza Enterprises, Inc.

which comprises the balance sheet as of December 31, 2022, and the related statements of income, changes in stockholder's equity, and cash flows for the ten months then ended, and the related notes to the financial statements.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of Rosati's Pizza Enterprises, Inc. as of December 31, 2022, and the results of its operations and cash flows for the ten months then ended in accordance with accounting principles generally accepted in the United States of America.

#### Basis for Opinion

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

#### Litigation Uncertainty

As discussed in Note 8 to the financial statements, the Company is a defendant in a lawsuit related to the assignment of the franchisees in exchange for relinquishing of shares under Rosati's Franchising Inc.'s Shareholder's Agreement. Our opinion is not modified with respect to this matter.

#### Change in Accounting Principle

As described in Note 7 to the financial statements, the Company adopted new accounting guidance ASU 2016-02, *Leases (Topic 842)*, as amended. Our opinion is not modified with respect to this matter.

#### Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of this 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 the financial statements that is 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 Rosati's Pizza Enterprises, Inc.'s ability to continue as a going concern for one year after the date that the financial statements is issued.

#### **Auditor's Responsibilities for the Audit of the Financial Statements**

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

In performing an audit in accordance with GAAS, we:

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

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

*Eder, Casella & Co.*  
EDER, CASELLA & CO.  
Certified Public Accountants

McHenry, Illinois  
March 21, 2023

**Rosati's Pizza Enterprises, Inc.**  
**Balance Sheet**  
**December 31, 2022**

ASSETS	
CURRENT ASSETS	
Cash and Cash Equivalents	\$ 448,890
Accounts Receivable, Net of Allowance of \$0	1,547,730
Prepaid Expenses	<u>52,593</u>
Total Current Assets	<u>\$ 2,049,213</u>
FIXED ASSETS	
Office Equipment	\$ 28,768
Office Furniture	<u>36,317</u>
	\$ 65,085
Less: Accumulated Depreciation	<u>(25,381)</u>
Net Fixed Assets	<u>\$ 39,704</u>
OTHER ASSETS	
Due from Franchisees	\$ 1,765,887
Due from Affiliates	351,790
Due from Officers	97,669
Deposits and Advances	17,111
Deferred Tax Asset	67,134
Commission Contract Asset	<u>195,510</u>
Total Other Assets	<u>\$ 2,495,101</u>
TOTAL ASSETS	<u>\$ 4,584,018</u>
LIABILITIES AND STOCKHOLDERS' EQUITY	
CURRENT LIABILITIES	
Accounts Payable	\$ 890,155
Gift Card Payable	321,370
Accrued Expense	26,744
Federal and State Income Tax Liability	202,927
Notes Payable - Officers	<u>150,000</u>
Total Current Liabilities	<u>\$ 1,591,196</u>
OTHER LIABILITIES	
Due to Affiliates	\$ 73,036
License Contract Liability	<u>1,650,156</u>
Total Other Liabilities	<u>\$ 1,723,192</u>
Total Liabilities	<u>\$ 3,314,388</u>
STOCKHOLDERS' EQUITY	
Capital Stock	\$ 10,000
Additional Paid-In Capital	926,029
Retained Earnings	<u>333,601</u>
Total Stockholders' Equity	<u>\$ 1,269,630</u>
TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY	<u>\$ 4,584,018</u>

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

**Rosati's Pizza Enterprises, Inc.**  
**Income Statement**  
**For the Ten Months Ended December 31, 2022**

REVENUES	
Royalty Fees	\$ 4,214,254
License Fees	356,763
Marketing Co-op Income	<u>1,332,210</u>
Total Revenues	<u>\$ 5,903,227</u>
OPERATING EXPENSES	
Advertising and Promotion	\$ 189,645
Automobile Expenses	11,991
Bank Charges	1,140
Commission Expense	20,000
Consulting Fees	2,318,088
Dues and Subscriptions	32,135
Franchisee Expense	3,543
Insurance Expense	32,197
Legal and Professional Fees	1,324,647
Meals and Entertainment	11,025
Office Expenses	42,601
Outside Services	23,500
Pension Plan Contribution	9,577
Postage	28,864
Rent	104,027
Repairs and Maintenance	209
Royalty Fee Expense	193,866
Salaries	829,946
Taxes - Payroll	72,351
Taxes - State Franchise Fee	800
Telephone and Internet	18,874
Travel Expenses	162,827
Utilities	<u>3,338</u>
Total Operating Expenses	<u>\$ 5,435,191</u>
OPERATING INCOME/(LOSS)	<u>\$ 468,036</u>
OTHER INCOME/(EXPENSE)	
Interest Income	\$ 19,631
Gain/Loss on Life Insurance Policy	(7,331)
Depreciation	<u>(10,942)</u>
Total Other Income/(Expense)	<u>\$ 1,358</u>
NET INCOME/(LOSS) BEFORE TAXES	\$ 469,394
PROVISION FOR/(BENEFIT FROM) INCOME TAXES	<u>(135,793)</u>
NET INCOME/(LOSS)	<u><u>\$ 333,601</u></u>

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

**Rosati's Pizza Enterprises, Inc.**  
**Statement of Changes in Stockholders' Equity**  
**For the Ten Months Ended December 31, 2022**

	<u>Common Stock</u>	<u>Additional Paid in Capital</u>	<u>Retained Earnings</u>	<u>Total Equity</u>
Balance, February 28, 2022	\$ 10,000	\$ 858,228	\$ -	\$ 868,228
Additional Paid In Capital	-	67,801	-	67,801
Net Income/(Loss)	-	-	333,601	333,601
Balance, December 31, 2022	<u>\$ 10,000</u>	<u>\$ 926,029</u>	<u>\$ 333,601</u>	<u>\$ 1,269,630</u>

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

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**Rosati's Pizza Enterprises, Inc.**  
**Statement of Cash Flows**  
**For the Ten Months Ended December 31, 2022**

CASH FLOWS FROM OPERATING ACTIVITIES:	
Net Income/(Loss)	\$ 333,601
Adjustments to Reconcile Net Income to Net Cash Provided by Operating Activities:	
Depreciation	10,942
Unrealized Gain/Loss on Life Insurance Policy	7,331
Deferred Income Taxes	(67,134)
Change in Operating Assets and Liabilities:	
Accounts Receivable	(793,240)
Prepaid Expenses	(40,811)
Due to/from Affiliate	154,644
Due to/from Franchisees	(678,571)
Deposits and Advances	2,924
Commission Contract Asset	(41,941)
Accounts Payable	890,155
Credit Cards Payable	39,933
Accrued Expense	26,943
Federal and State Income Tax Liability	202,927
License Contract Liability	241,187
Net Cash Provided/(Used) by Operating Activities	<u>\$ 288,890</u>
CASH FLOWS FROM INVESTING ACTIVITIES:	
Net Cash Provided/(Used) by Investing Activities	<u>\$ -</u>
CASH FLOWS FROM FINANCING ACTIVITIES:	
Proceeds from Notes Payable	\$ 150,000
Payments on Notes Payable	(490,000)
Net Cash Provided/(Used) by Financing Activities	<u>\$ (340,000)</u>
NET INCREASE/(DECREASE) IN CASH AND CASH EQUIVALENTS	\$ (51,110)
CASH AND CASH EQUIVALENTS, beginning of year	<u>500,000</u>
CASH AND CASH EQUIVALENTS, end of year	<u>\$ 448,890</u>
SUPPLEMENTAL CASH FLOW INFORMATION:	
Noncash Investing and Financing Activities:	
Assets and Liabilities assigned from shareholders through additional paid in capital:	
Property and Equipment	\$ 50,646
Due from Franchisees	3,900
Employee Advances	13,056
Wage Garnishment	199

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

**ROSATI'S PIZZA ENTERPRISES, INC.  
NOTES TO FINANCIAL STATEMENTS  
DECEMBER 31, 2022**

**NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

**Organization**

Rosati's Pizza Enterprises, Inc. (Company) is a closely held, for-profit corporation. The Company is principally engaged as a franchisor of Rosati's Restaurants in the United States. The Company was incorporated on February 16, 2022. On February 28, 2022, two of the former shareholders of Rosati's Franchising Inc. (RFI) received an assignment of approximately 140 franchises sold by the shareholders pursuant to the Rosati's Franchising Inc. Shareholder Agreement in exchange for their shares of RFI stock. The Company took the assignment of these franchises and assume all related obligations.

**Basis of Accounting**

The Company follows accounting principles generally accepted in the United States of America in the preparation of the financial statements. Where there is a choice between two or more generally accepted principles, the principle that most fairly presents financial position and results of operations is chosen.

**Cash and Cash Equivalents**

Cash and cash equivalents are considered to be checking accounts, savings accounts, and money market accounts with original maturities of three months or less. Cash equivalents are accounted for at cost, which approximates market value.

**Accounts Receivable**

Accounts receivable is recorded net of an allowance for expected losses. The Company makes estimates of the uncollectability of its accounts receivable related to the royalty income. The Company analyzes accounts receivable and historical bad debt levels, customer credit worthiness, and current economic trends when evaluating the adequacy of the allowance for doubtful accounts.

**Fixed Assets**

Fixed assets are carried at cost on the financial statements. When assets are retired or otherwise disposed of, the cost and related accumulated depreciation are removed from the accounts, and any resulting gain or loss is recognized in income or expense, respectively, for the period. Depreciation is computed using the straight-line method over the estimated useful lives as follows:

	<u>YEARS</u>
Office Equipment	5
Office Furniture	7

Depreciation expense was \$10,942 for the ten months ended December 31, 2022. Maintenance, repairs, and renewals, which neither materially add to the value of property nor appreciably prolong its useful life, are expensed as incurred.

**Due To/From Franchisees and Affiliates**

At times throughout the fiscal year, the Company will engage in borrowing/lending transactions with other franchisees and affiliates. These monies are used for various start-up expenditures and will be paid back to the Company. As of December 31, 2022, \$351,790 was due from affiliates and \$73,036 due to affiliates.

## NOTES TO FINANCIAL STATEMENT (Continued)

### Leases

The Company determines if an arrangement is or contains a lease at inception. Leases are included in right-of-use (ROU) assets and lease liabilities in the Balance Sheet. ROU assets and lease liabilities reflect the present value of the future minimum lease payments over the lease term, and ROU assets also can include adjustments related to lease payments made and lease incentives received at or before the commencement date. Lease terms may include options to extend or terminate the lease when it is reasonably certain that the institution will exercise that option. Operating lease expense is recognized on a straight-line basis over the lease term.

The Company made an election to not report ROU assets and leases liabilities for its short-term leases (leases with a term of 12 months or less), to use a risk-free rate in lieu of its incremental borrowing rate to discount future lease payments, and to not separate the lease and non-lease components of lease agreements. The Company also made an election of the package of practical expedients which include not reassessing whether any expired or existing contracts are or contain leases, not reassessing the lease classification for any expired or existing leases, and not reassess initial direct costs for any existing leases.

The Company evaluated current contracts to determine which met the criteria of a lease. The right-of-use (ROU) assets represent the Company's right to use underlying assets for the lease term, and the lease liabilities represent the Company's obligation to make lease payments arising from these leases. The ROU assets and lease liabilities, all of which arise from operating leases, were calculated based on the present value of future lease payments over the lease terms. The ROU assets resulting from operating leases are included in other assets and the related liabilities are included in accrued expenses in the Balance Sheet. Finance lease ROU assets are included in property, plant, and equipment, net, and the related liabilities are included in long-term debt in the Balance Sheet.

The Company adopted FASB ASC 842, with a date of initial application of March 1, 2022, by applying the modified retrospective transition approach and using the additional (and optional) transition method provided by ASU No. 2018-11, *Leases (Topic 842)*. The Company did not have any agreements that fell under this standard, therefore, there were no adjustments related to the implementation of this standard. See Note 10 related to an office lease agreement in Schaumburg, Illinois.

### Revenue Recognition

The Company derives the majority of its revenue from the franchisee contracts, franchisee royalties, and rebates.

Each franchisee and transfer contract represent various obligations but none that meet the criteria of a specific distinct performance obligations, as defined in ASU 606 and later clarified by ASU 2021-02; therefore, each contract is considered one performance obligation. Franchisee contract revenues are recognized on a straight-line method, over the term of the contract (normally 20 years).

Revenues from franchisee royalties are recognized each month based on a percentage of sales from the individual franchisees.

As part of the Company's franchise agreements, the franchisee purchases products and supplies from designated vendors. The Company may receive various fees and rebates from the vendors and distributors on product purchases by franchisees. The Company does not possess control of the products prior to their transfer to the franchisee and products are delivered to franchisees directly from the vendor or their distributors. Under adoption of ASC 606 and ASU 2021-02, the revenue recognition will not change; the Company will recognize the rebates as franchisees purchase products and supplies from vendors or distributors.

## **NOTES TO FINANCIAL STATEMENT (Continued)**

There are no significant financing components as payment is due and received at or shortly after the contract is signed. There is also not a variable consideration component as fees are set by the Company.

The franchisee revenue earned from performance obligations are satisfied over time.

Contract assets include amounts resulting from commission expenses related to franchisee and transfer agreements and contract liabilities consist of the unrecognized portions of the revenues related to franchisee and transfer agreements. Commission contract assets as of December 31, 2022 are \$195,510. License contract liabilities as of December 31, 2022 are \$1,650,156. The receivables related to franchisee contracts as of December 31, 2022 are \$129,100. The commission contract assets and license contract liabilities will be recognized/expensed over the term of the contract, which is normally 20 years.

### **Income Taxes**

The Company files a tax return in the U.S. federal jurisdiction and six states. Deferred income tax assets and liabilities are computed annually for temporary differences between the financial statement and tax basis of assets and liabilities that will result in taxable or deductible amounts in the future, based on enacted tax laws and rates applicable to the periods in which the differences are expected to affect taxable income. The most significant differences resulting in deferred tax assets and liabilities are differences due to tax return being prepared on the cash basis compared to the accrual basis audited balances. Valuation allowances are established, when necessary, to reduce deferred tax assets to the amount expected to be realized. Income tax expense is the tax payable or refundable for the year plus or minus the change during the period in deferred tax assets and liabilities.

The Company has adopted guidance issued by Financial Accounting Standards Board ("FASB") Accounting Standards Codification ("ASC") 740 with respect to accounting for uncertainty in income taxes. A tax position is recognized as a benefit only if it is "more likely than not" that a tax position would be sustained in a tax examination, with a tax examination being presumed to occur. The amount recognized is the largest amount of tax benefit that is greater than 50% likely of being realized on examination. For tax positions not meeting the "more likely than not" test, no benefit is accrued. The adoption had no effect on the Company's financial statements.

The Company's evaluation on December 31, 2022 revealed no uncertain tax positions that would have a material impact on the financial statements. The 2022 tax year remains subject to examination by the IRS. The Company does not believe that any reasonable possible changes will occur within the next 12 months that will have a material impact on the financial statements.

### **Comprehensive Income**

There were no items of other comprehensive income as of December 31, 2022 and, thus, net income is equal to comprehensive income for the fiscal years.

### **Estimates**

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

### **Advertising Costs**

Advertising costs are charged to expense as incurred. Advertising expense for the ten months ended December 31, 2022 was \$189,645.

## NOTES TO FINANCIAL STATEMENT (Continued)

### NOTE 2 - FINANCIAL INSTRUMENTS

The carrying value of cash and cash equivalents, receivables, and accounts payable are a reasonable estimate of their fair market value due to the short-term nature of these instruments.

Financial instruments that potentially subject the Company to concentrations of credit risk consist principally of cash. The Company maintains cash balances at various institutions. The Federal Deposit Insurance Corporation ("FDIC") insures a \$250,000 balance on transaction accounts (i.e., checking accounts). At various times during the year, the Company's cash in bank balances may have exceeded insured FDIC limits. At December 31, 2022 the Company's uninsured cash balance was \$198,890. The Company has not experienced any losses in such accounts. Management believes it is not exposed to any significant credit risk on cash.

### NOTE 3 - NOTES PAYABLE

Notes payable consisted of one outstanding notes payable, as of December 31, 2022, to a related party, specifically, one of the Company's officers. The total balance of the notes payable account was \$150,000 as of December 31, 2022.

### NOTE 4 - RELATED PARTY BALANCES

At times, the Company engages in lending/borrowing activities with companies and/or people that are affiliated through common ownership. As of December 31, 2022, the following balances are due to/from related parties:

Due from Officers	\$	97,669
Due (to)/from Affiliates		278,754
Notes Payable - Officers		150,000

### NOTE 5 - STOCKHOLDERS' EQUITY

The Company is a closely held corporation with 10,000 shares of common stock authorized and issued for a total consideration of \$10,000 as follows:

Rosati Capital Inc.	10,000 shares
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In February 2022 and March 2022, additional amounts of \$858,228 and \$67,801, respectively, were contributed as paid-in capital.

### NOTE 6 - RETIREMENT PLAN

The Company has adopted a 401K plan that covers all eligible employees. The plan allows for both employee and 3% matching Company contributions. Company contributions were \$9,577 for the ten months ended December 31, 2022.

### NOTE 7 - CHANGE IN ACCOUNTING PRINCIPLE

The Company adopted Financial Accounting Standards Board (FASB) Accounting Standards Update (ASU) No. 2016-02, *Leases (Topic 842)*, as amended. This guidance is intended to improve financial reporting of lease transactions by requiring organizations that lease assets to recognize assets and liabilities for the rights and obligations created by leases that extend more than 12 months. Key provisions in this guidance include additional disclosures surrounding the amount, timing, and uncertainty of cash flows arising from leases. There have been no changes to the previously issued audited financial statements which would be required on a retrospective basis.

## NOTES TO FINANCIAL STATEMENT (Continued)

### NOTE 8 - CONTINGENCIES

On February 11, 2022, Anthony and David Rosati provided notice to the other shareholders of Rosati's Franchising, Inc. ("RFI") of their intent to exercise their option under RFI's Shareholder's Agreement to receive an assignment of the franchises they had sold on RFI's behalf in exchange for relinquishing their RFI shares. Also in February 2022, Anthony and David formed RPE to act as franchisor for their franchises and through which to conduct business following their separation from RFI. On February 28, 2022, Anthony and David relinquished their RFI shares, resigned from RFI, and assigned their franchises to themselves and ultimately to RPE. Anthony and David also retained certain assets that they had used during their tenure at RFI.

RFI filed a lawsuit on May 6, 2022 against RPE, Anthony, David, and Andrew Rosati, as well as Darren Schmitt and Timothy McCarthy, RPE's Director and Treasurer and Director of Franchise Development, respectively. In the complaint, RFI brings the following claims: (1) violations of the Illinois Uniform Deceptive Trade Practices Act against all defendants; (2) breach of fiduciary duties against all individual defendants; (3) conspiracy to breach fiduciary duties against all individual defendants; and (4) an equitable accounting. In June 2022, all defendants moved to dismiss RFI's complaint in its entirety, which are fully briefed and remain pending. RFI has also filed numerous motions seeking temporary restraining orders and preliminary injunctive relief. The Circuit Court has twice denied RFI's requests for a temporary restraining order, and on March 1, 2023, the Illinois Appellate Court Entered an order denying RFI's appeal.

On March 16, 2023, the Chancery Court entered an order on the defendants' motions to dismiss. The Court granted the motions to dismiss in full, without prejudice, filed by the Company, Andrew Rosati, Darren Schmitt, and Timothy McCarthy. The Chancery Court granted the motions to dismiss, without prejudice, filed by Anthony and David Rosati as to Counts I and III in the Complaint. The Chancery Court denied Anthony's and David's motions to dismiss as to Counts II (breach of fiduciary duty) and IV (equitable accounting) of the Complaint. The Chancery Court granted RFI leave to file an amended complaint on or before April 3, 2023. Discovery in the case is ongoing, and a status hearing is scheduled for May 2, 2023. As the outcome of this case is unknown, we are unable to determine whether it would have an affect, if any, on the Company.

### NOTE 9 - INCOME TAXES

The Company has a deferred tax asset of \$67,134 (all current), which consists primarily of the differences due to the tax return being prepared on the cash basis compared to the accrual basis audited balances.

As of December 31, 2022, the Company has federal and state income tax liabilities as follows:

Federal	\$	146,506
Arizona		2,842
Florida		-
Georgia		972
Illinois		48,231
Indiana		1,398
Wisconsin		2,978
	\$	<u>202,927</u>

**NOTES TO FINANCIAL STATEMENT (Continued)**

**NOTE 10 - SUBSEQUENT EVENTS**

The Company has evaluated subsequent events through March 21, 2023, the date on which the financial statements were available to be issued.

During the fiscal year, the Company took possession of the Schaumburg office and planned to execute the assignment of RFI rights to the Company. However, no agreement was reached and on September 23, 2022, the Company provided written notice to RFI that they intended to vacate the office and RFI would continue to be responsible for all obligations under the office lease. On January 11, 2023, Martingale filed an eviction action against the Company and RFI. The Company and RFI have until April 13, 2023, and April 26, 2023, respectively, to respond to the complaint. Due to the uncertainty of the Company having further obligations to the landlord, and the lease agreement still in the name of RFI, the lease was not recorded under ASU 842 for the Company. If it is determined that the Company is obligated to the lease agreement, the lease agreement will be reevaluated under ASU 842 at that time.

**EXHIBIT B**  
**TO FRANCHISE DISCLOSURE DOCUMENT**  
**ROSATI'S PIZZA ENTERPRISES, INC.**  
**LIST OF FRANCHISE LOCATIONS**

(a) Operational Developers and Franchisees.

The following are the names, addresses and telephone numbers of all Franchisees and Area Developers as of the date of this FDD who have paid and are operational:

<b>Company Name</b>	<b>Best Contact</b>	<b>Restaurant Address</b>	<b>City, ST Zip</b>	<b>Phone</b>
<b>Arizona</b>				
Bush Enterprise LLC	Patrick Bush	8814 E. Tanque Verde Rd., Ste. 16	Tucson, AZ 87549	(520) 760-4777
Cave Creek Companies, LLC	Jeffrey Nachtweih	28325 N. Tatum Blvd., #7	Cave Creek, AZ, 85331	(480) 538-5380
DKAZ Holdings LLC	Dennis Kindred	1729 N. Dysart Rd., Ste. B107	Avondale, AZ, 85392	(602) 455-1000
Ellsworth Pizza LLC	Nitin Sharma	1035 N. Ellsworth Rd., Ste. C104	Mesa, AZ, 85207	(480) 986-1600
Elsberry Investments, LLC	Bryon Ellsberry	3668 W. Anthem Way, #A128	Anthem, AZ, 85086	(623) 551-8545
Gautam Inc.	Vikas Gautam	602 W. Union Hills Dr., #1	Phoenix, AZ, 85027	(623) 581-1112
GF Pizza LLC	Isidro Flores Reyes	4041 E. Thomas Rd., #110	Phoenix, AZ 85018	(602) 381-0009
Gilbert Pizza LLC	Nitin Sharma	3120 S. Gilbert Rd., #5	Chandler, AZ, 85226	(480) 986-1600
NR Pizza, Inc.	Nicolei Rosati	53 N. Val Vista Dr., #106	Gilbert, AZ, 85234	(480) 633-3000
Pasta La Vista, LLC	Sean Wolter	2320 E. Baseline Rd., #158	Phoenix, AZ, 85042	(520) 481-3121
Pasta La Vista, LLC	Sean Wolter	4206 E. Chandler Blvd., Ste. 34	Phoenix, AZ, 85048	(520) 481-3121
PB&J Pizza, LLC	Patrick Bush	12152 N. Rancho Vistoso Blvd., #C170	Oro Valley, AZ, 85755	(520) 229-0083
PCB Pizza, L.L.C.	Patrick Bush	2944 W. Ina Rd.	Tucson, AZ, 85741	(520) 531-1100
Pizza Solutions LLC	Luther Rainer III	10989 E. Dynamite Blvd., #102	Scottsdale, AZ 85262	(480) 513-2552
R & RR Company LLC	Rogelio Flores	2737 W. Thunderbird Rd.	Phoenix, AZ 85053	(602) 978-0007
R F Foods, LLC	Rogelio Flores	10651 W. Olive Ave., #105	Peoria, AZ, 85345	(623) 878-8558
Rosatis Mesa by Pham, LLC	Tung Pham	1309 N. Greenfield Rd., #100	Mesa, AZ, 85205	(480) 771-5555
Scottsdale Pizza LLC	James Papanikos	20343 N. Hayden Rd., Ste. 110	Scottsdale, AZ, 85255	(480) 573-0737
Sherandy LLC	Sherry Robertson	6900 E. Highway 60, #115	Gold Canyon, AZ, 85118	(480) 983-7400
Stanfam LLC	Sheri Stanford	10855 N. 116th St., #140	Scottsdale, AZ, 85259	(480) 551-7000
Sun State Foods Corp.	Joe Drwal	1050 E. Ray Rd.	Chandler, AZ 85225	(480) 401-5555
<b>California</b>				
ManAli Investments Inc.	Lorena Elchaarani	79630 Highway 111, Ste. M-2	La Quinta, CA, 92253	(760) 775-8900
Partners In Dine, Inc.	Melody Johnson	337 N. El Camino Real	Encinitas, CA, 92024	(760) 452-2007
SDS Temecula LLC	Steven Sillin	30680 Rancho California Rd., Ste. #2	Temecula, CA, 92591	(951) 587-2500
WGC Dining Investments Inc.	Ossama Deeb	5855 Mission Gorge Rd.	San Diego, CA, 92120	(619) 679-9300
<b>Colorado</b>				
Mt. Everest, LLC	Anjil Bhandari	2055 W. 136th Ave., Ste. 100	Broomfield, CO, 80023	(720) 547-0200

<b>Florida</b>				
Coyah888 LLC	Julie Freitas	9011 Daniels Pkwy., Ste. 104	Fort Myers, FL 33912	(239) 237-0000
Fox Bay Largo LLC	Yonas Hagos	10443 Ulmerton Rd., #7	Largo, FL 33771	(727) 477-1400
Jax Pizza & Bar, LLC	Hetal B. Patel	7051 Collins Rd., Ste. 402	Jacksonville, FL 32244	(904) 509-9102
Ki & Ka Food LLC	Madhav Mehra	550 S. Hunt Club Blvd.	Apopka, FL 32703	(407) 410-8444
KMRBPZA, Inc.	Kathleen Mayer	21301 S. Tamiami Trl., Ste. 400	Estero, FL 33928	(239) 221-3706
Miller Family Industries, LLC	Paul Miller	1201 Piper Blvd., Ste. 17	Naples, FL 34110	(239) 263-8902
Noble Foods of Florida, LLC	Kamruddin Mithani	7756 University Blvd., #104	Winter Park, FL 32792	(407) 663-5300
<b>Georgia</b>				
Rosatis Pizza and Pub of Cumming Georgia, Inc.	Matthew Smith	415 Peachtree Pkwy., #200	Cumming, GA, 30041	(678) 513-1113
YUG2810, LLC	Tarlika Desai	1408 Hwy. 124	Hoschton, GA, 30548	(470) 238-0000
<b>Illinois</b>				
Aurora North, Inc.	Linda Weiler	630 N. Western Ave.	Lake Forest, IL, 60045	(224) 271-1700
Bartolo Group Inc.	Eduardo Bartolo Silva	2833 Dundee Rd.	Northbrook, IL, 60062	(847) 498-4080
Bartolos Inc.	Eduardo Bartolo Silva	20590 Milwaukee Ave.	Deerfield, IL, 60015	(847) 541-5558
Cervantes Pizza, Inc.	Felipe Cervantes	186 E. Main St.	Braidwood, IL, 60408	(815) 458-2100
Deeva 09 Inc.	Archana Patel	2221 S. Perryville Rd.	Rockford, IL, 61108	(815) 398-5300
Delite LLC	Piyush Patel	3150 W. 111th St.	Mt. Greenwood, IL, 60655	(773) 239-4900
DKD3 Inc.	Dipal Thakkar	1339 S. Halsted St.	Chicago, IL, 60607	(312) 455-1211
DPSK Inc.	Meridiana Petani	1490 Cedarwood Dr.	Crest Hill, IL, 60403	(815) 744-0800
Dweeti, Inc.	Vikas Kumar	2990 Ogden Ave.	Aurora, IL, 60504	(630) 851-8100
Elevating LLC	Vikas Kumar	1837 S. Cedar Lake Rd.	Round Lake, IL 60073	(847) 582-4300
ETN Pizza LLC	Vikas Kumar	1233 N. Caron Rd., #100	Rochelle, IL, 61068	(815) 562-5000
Fast Pizza Inc.	Salman Ukani	5544 N. Milwaukee Ave.	Chicago, IL, 60630	(773) 792-2585
FCF Pizza Inc.	Felipe Cervantes	80 E. Division St.	Coal City, IL, 60416	(815) 634-8111
Grand One Enterprise LLC	Daanyaal Ahmad	5905 S. Archer Ave.	Chicago, IL 60638	(773) 305-6555
Harvard Pizza Inc.	Mehulkumar Patel	360 S. Division St., #5	Harvard, IL, 60033	(815) 943-8100
Hernandez Family LLC	Dorian Hernandez	19608 S. La Grange Rd.	Mokena, IL, 60448	(708) 479-9400
ITN LLC	Nicholas Imbrogno	23 E. Adams St.	Chicago, IL, 60603	(312) 262-2100
Jayvir 59, LLC	Jaybabul Virpara	5829 S. Kedzie Ave.	Chicago, IL 60629	(708) 683-1777
JSKA In Uptown, LLC	Samirkumar Patel	4863 N. Broadway St.	Chicago, IL, 60640	(773) 334-3333
Khowaja & Bukhari, Inc.	Ali Khowaja	6230 W. 95th St., Ste. A	Oak Lawn, IL, 60453	(708) 576-8777
Lasalle Rosati's, Corp.	Amin Kanchwala	148 Gooding St.	LaSalle, IL, 61301	(815) 780-2780
Lumiere Hospitality Group LLC	Iyad Akel	3061 N. Barrington Rd.	Hoffman Estates, IL, 60192	(847) 648-9000
LVD Pizza Inc.	Olga Natsikou	1935 95th St., #103	Naperville, IL, 60564	(630) 428-0400
Mendota Pizza, Inc.	Thomas Banning	801 6th St.	Mendota, IL, 61342	(815) 538-3838
Milan&Mira LLC	Ruzica Radovanovic	3603 N. Western Ave.	Chicago, IL, 60618	(873) 895-9888

MPA Foods Inc.	Jerjes Akkawi	15911 S. 76th Ave.	Tinley Park, IL, 60477	(708) 468-8825
NDC of Illinois, Inc.	Arturo Carlos	2751 Rte. 34	Oswego, IL, 60543	(630) 551-1150
Neilraj Corp.	Vikram Patel	177 N. Neltnor Blvd.	West Chicago, IL, 60185	(630) 876-0606
New Lenox Pizza , Inc.	Shawna Casey	1047 E. 9th St.	Lockport, IL, 60441	(815) 588-2000
New Lenox Pizza , Inc.	Shawna Casey	108 W. Illinois Hwy.	New Lenox, IL, 60451	(815) 485-1000
NTI Partners LLC	Nicholas Imbrogno	176 N. Wells St.	Chicago, IL, 60606	(312) 332-7272
Patels Slice of Paradise in Glenview LLC	Sehul Patel	1708 Milwaukee Ave.	Glenview, IL, 60025	(847) 296-0260
Patel's Slice of Paradise, LLC	Sehul Patel	8166 N. Milwaukee Ave.	Niles, IL, 60714	(847) 825-5855
Pizza of Manhattan Inc.	Surekhaben Patel	530 W. North St., #107	Manhattan, IL 60442	(815) 478-7000
Pizzaman of Warrenville, Inc.	Kevin Dellegrazio	2S610 State Rte. 59, #11	Warrenville, IL, 60555	(630) 393-9393
Prisai Norridge Pizza LLC	Sehul Patel	4950 N. Cumberland Ave., Unit 2	Norridge, IL 60706	(708) 456-1056
Ratt, Inc.	Rahim Jagshi	707 W. Jefferson St., Unit C	Shorewood, IL, 60404	(815) 725-8686
RE25 Pizza Inc.	Nikunj Patel	117 N. John F. Kennedy Dr.	Carpentersville, IL, 60110	(847) 844-3400
RG Pizza Inc.	Sehul Patel	8342 W. Grand Ave.	River Grove, IL, 60171	(708) 456-2000
Rosati's AMK Inc.	Amin Kanchwala	860 N. Main St.	Elburn, IL, 60119	(630) 365-3333
Rosati's of Loves Park, Inc.	Wayne Moll	6104 E. Riverside Blvd.	Loves Park, IL, 61111	(815) 636-0600
Rosati's of Sleepy Hollow Inc.	Nilesh Chauhan	1027 W. Main St.	Sleepy Hollow, IL, 60118	(847) 426-5000
Rosati's of Yorkville, LLC	Thomas Banning	1985 Marketview Dr.	Yorkville, IL 60560	(630) 553-5533
Rosati's Pizza Pub Development - Bannockburn, LP	Anthony Rosati	2539 Waukegan Rd., Ste. 122B	Bannockburn, IL, 60015	(847) 943-9981
Rosati's Pizza Pub Development - Genoa, LP	Anthony Rosati	407 Sycamore Rd., Ste. 7	Genoa, IL 60135	(815) 517-9527
Rosati's Pizza Pub Development - Ottawa, LP	Anthony Rosati	375 W. Stevenson Rd.	Ottawa, IL, 61350	(815) 324-9559
Rosati's Pizza Pub Development - Robinson, LP	Marie Jacobs	1302 E. Main St., Unit E	Robinson, IL, 62454	(618) 469-1889
RS & VP, LTD.	Sonali Juneja	1866 E. Belvidere Rd.	Grayslake, IL, 60030	(847) 543-8800
RTJ Pizza of Lombard Inc.	Thanas Jano	705 E. Roosevelt Rd.	Lombard, IL, 60148	(630) 620-1700
S & S Pizza, Inc.	Abdul Jaffer	406 W. 5th Ave.	Naperville, IL, 60563	(630) 305-3500
SAI PNB Hospitality Ventures LLC	Parth Patel	16108 S. Rte. 59, #136	Plainfield, IL, 60586	(815) 254-4500
Sandwich Pizza Inc.	Thomas Banning	710 E. Railroad St., Unit A	Sandwich, IL, 60548	(815) 786-1500
Sans of Montgomery, Inc.	Arturo Carlos	2083 Orchard Rd.	Montgomery, IL, 60538	(630) 264-4410
Sona, Corp.	Gurdev Juneja	531 W. Liberty St.	Wauconda, IL, 60084	(847) 526-4343
SRI Ganesh Foods Inc.	Jayesh Patel	5147 Pagano Ct.	Pontoon Beach, IL 62040	(618) 500-6111

Stuffingking of Lincoln LLC	Mehulkumar Patel	953 W. Diversey Pkwy.	Chicago, IL, 60614	(773) 570-9000
Sullivan Rosati Inc.	Jignesh Patel	801 Illinois 32	Sullivan, IL, 61951	(217) 728-2812
Sun Foods Group LLC	Sandipkumar Patel	2665 Mannheim Rd.	Des Plaines, IL, 60018	(847) 635-6300
Time2Pizza LLC	Kunal Desai	12720 S. Rte. 59, #400	Plainfield, IL, 60585	(815) 556-8575
TM Pizza Mt. Carmel, LLC	Marie Jacobs	411 W. 9th St.	Mt. Carmel, IL, 62863	(618) 262-0009
Up North, Corporation	Gurdev Juneja	1168 Dodge Ave.	Evanston, IL, 60202	(847) 424-1111
Vanshdesai Inc.	Kunal Desai	1243 State St.	Lemont, IL, 60439	(630) 243-1500
Vardaans LLC	Poonam Kumar	10004 Main St.	Richmond, IL 60071	(815) 862-1191
Villarreal Dining, Inc.	James Villarreal	1043 N. Milwaukee Ave.	Libertyville, IL, 60048	(847) 816-9500
Vir Cicero, LLC	Jaybabul Virpara	2313 S. Cicero Ave.	Cicero, IL 60804	(708) 683-1777
<b>Indiana</b>				
WWM Pizza, Inc.	Nancy Healy	13125 Lake Shore Dr.	Cedar Lake, IN, 46300	(219) 267-8700
Timestwo Pizza Inc.	Nancy Healy	10755 Broadway	Crown Point, IN, 46307	(219) 281-4500
Rodriguez Pizzeria, Inc.	Susana Vazquez	847 Joliet St.	Dyer, IN, 46311	(219) 515-2730
RN Pizza Inc.	Nancy Healy	1411 S. Lake Park Ave.	Hobart, IN, 46342	(219) 942-5678
Lucky Lady Pizza Inc.	Nancy Healy	5504 W. Lincoln Hwy.	Schererville, IN, 46375	(219) 864-1114
<b>Kansas</b>				
Rosati's of Overland Park, Inc.	Scott Fender	9928 College Blvd.	Overland Park, KS, 66210	(913) 696-0400
<b>Kentucky</b>				
Chi-Lex Pizzeria LLC	Kevin Kuzniewicz	148 Malabu Dr., Ste. 160	Lexington, KY 40503	(859) 519-1234
SKHG London, LLC	Randall Cobb	100 Bacho Way, Ste 600	London, KY 40741	(606) 682-3260
<b>Minnesota</b>				
4P's LLC	Lance Patterson	1191 6th St. NW, Ste. 101	Rochester, MN, 55901	(507) 218-0070
<b>Mississippi</b>				
Widespread Pizzaiolo, LLC	Scott Whitaker	319 N. Lamar Blvd., Unit 101	Oxford, MS, 38655	(662) 638-8999
<b>Missouri</b>				
Thomas Rhea Pizza LLC	Jason Niswonger	2136 William St., Ste. 120	Cape Girardeau, MO, 63703	(573) 803-5200
<b>Nebraska</b>				
KTA Enterprises, LLC	Kent Au	14513 W. Maple Rd., #106	Omaha, NE, 68116	(402) 502-4868
<b>Nevada</b>				
Pizza of Henderson, Inc.	Michelle Jensen	72 W. Horizon Ridge Pkwy., Ste. 140	Henderson, NV, 89012	(702) 568-6000
<b>North Carolina</b>				
Uzochi LLC	Iruka Iwuagwu	76 Hunter St., Ste. 104	Apex, NC 27502	(984) 246-9444
Nnamdi LLC	Nnamdi Kpaduwa	6615 Falls of Neuse Rd., Ste. 101	Raleigh, NC 27615	(984) 238-2777
Longship Enterprises, LLC	Erik Sundquist	9925 Rea Rd., Ste. 100	Waxhaw, NC, 28173	(980) 556-7600
<b>Texas</b>				
Acrik, Inc.	Rick Salinas	2210 TX-114, Ste. 250	Trophy Club, TX 76262	(682) 727-3777
Brozeria, LLC	Darren Frankenberger	21323 S. Kings Mill Lane	Kingwood, TX 77339	(346) 345-4800

Gemstone Investments Franchise LLC	Ayodeji Ayemere	18802 University Blvd., Ste. 140	Sugar Land, TX 77479	(832) 944-5030
Shirley's Chicago Pizza, LLC	Shawn Bartlik	800 W. Whitestone Blvd., Ste. B	Cedar Park, TX, 78613	(512) 767-1313
<b>Wisconsin</b>				
Aarya Group, LLC	Sandipkumar Patel	75 Gasser Rd., Ste. C	Wisconsin Dells, WI, 53965	(608) 253-0553
J.P. And E. Pizzeria LLC	Eric Aguilar	17565 W. North Ave.	Brookfield, WI, 53045	(262) 797-6466
L.F. Pizza, LLC	Daniel Lent	6558 S. Lovers Lane Rd.	Franklin, WI, 53132	(414) 529-1400
Prisai Kenosha Pizza, LLC	Sehul Patel	6804 Green Bay Rd., Ste. 120	Kenosha, WI 53142	(262) 300-1010
Radhe Foods 1657, LLC	Satishkumar Patel	1907 Market Way, Ste. F	Watertown, WI, 53094	(920) 261-4222
Radhefoods6900, LLC	Satiskumar Patel	6900 N. Santa Monica Blvd.	Fox Point, WI, 53217	(414) 228-8585
Rosatis Pizza Falls, Inc.	Neel Patel	N81W15086 Appleton Ave.	Menomonee Falls, WI, 53051	(262) 250-3333
Rosatispartners LLC	Norberto Ramos	3648 S. Moorland Rd.	New Berlin, WI, 53151	(262) 784-5700
RP Sun Prairie, Inc.	Brissa Urbina	343 W. Linnerud Dr.	Sun Prairie, WI 53590	(608) 318-3988
Small Gods Inc.	Michael Mecikalski	310 W. Saint Paul Ave., #2	Waukesha, WI, 53188	(262) 574-1111
TMK Restaurant Inc.	Talat Mahmood	6644 Mineral Point Rd.	Madison, WI, 53705	(608) 833-9300

(b) Area Development Agreements, and Franchise Agreements, sent but not yet executed, as well as, people with executed Preliminary Agreements, and Business Establishment Agreements, who have not yet signed their Franchise Agreements . The following are their names, addresses and telephone numbers as of the date of this FDD.

Company Name	Best Contact	Addresses	City, ST Zip	Phone
<b>Arizona</b>				
WD Enterprises One, LLC	William Morrissey	2512 Simon Dr.	Montgomery, IL 60538	(630) 888-5863
WD Enterprises One, LLC	William Morrissey	2512 Simon Dr.	Montgomery, IL 60538	(630) 888-5863 / (630) 253-5166
WD Enterprises One, LLC	William Morrissey	2512 Simon Dr.	Montgomery, IL 60538	(630) 888-5863 / (630) 253-5166
<b>Florida</b>				
N/A (signed personally)	Jay Kaufman	1218 Highland Dr.	Orefield, PA 18069	(610) 391-8997
<b>Illinois</b>				
Delicious Pizza Inc.	Junru Yang	1233 Kendari Ter.	Naples, FL 34113	(708) 415-8269
TVG RP Ventures LLC	Neeti Gupta	352 Foxford Dr.	Cary, IL 60013	(224) 829-6094
TVG RP Ventures LLC	Neeti Gupta	352 Foxford Dr.	Cary, IL 60013	(224) 829-6094
TVG RP Ventures LLC	Neeti Gupta	352 Foxford Dr.	Cary, IL 60013	(224) 829-6094
N/A (signed personally)	Ruzica Radovanovic	1155 Cheshire Ave.	Naperville, IL 60540	(612) 227-1131
<b>Kentucky</b>				
N/A (signed personally)	Kevin Kuzniewicz	151 Larue, Apt. 206	Lexington, KY 40517	(630) 414-1838
N/A (signed personally)	Kevin Kuzniewicz	151 Larue, Apt. 206	Lexington, KY 40517	(630) 414-1838

<b>Maryland</b>				
N/A (signed personally)	Saheda Rob	4903 Blackfoot Rd.	College Park, MD 20740	(301) 254-6192
<b>Nevada</b>				
N/A (signed personally)	Debra Brandonisio	9162 Branford Hill St.	Las Vegas, NV 89123	(702) 768-8817
<b>Texas</b>				
N/A (signed personally)	Dilon Jakupi	2029 Yarborough Dr.	Anna, TX 75409	(630) 765-0862
N/A (signed personally)	Dilon Jakupi	2029 Yarborough Dr.	Anna, TX 75409	(630) 765-0862
N/A (signed personally)	Dilon Jakupi	2029 Yarborough Dr.	Anna, TX 75409	(630) 765-0862
<b>Utah</b>				
Chi-Town Pizza 1	Erik Jacobson	775 East University Pwky	Orem, UT 84097	(801) 636-2477
<b>Wisconsin</b>				
tbd	Laveshkumar & Jignesh Patel	N103W14660 Hawkeye Ct	Germantown, WI 53022	(414) 405-5015

(c) Former Developers and Franchisees.

The following are the names, last known home addresses and home telephone numbers of all franchisees that have been terminated, (notated with a \*), transferred (notated with a \*\*) or ceased operations (notated with a \*\*\*), as of the date of this FDD.

<b>Company Name</b>	<b>Best Contact</b>	<b>Home Addresses</b>	<b>Home City, ST Zip</b>	<b>Best Contact Phone #</b>
<b>Arizona</b>				
Pizza Gurus AZ LLC**	Arturo Carlos	8308 Seaton Ave.	Joliet, IL 60431	(815) 600-0123
A & S Pizzeria Inc. **	Khiyyam Fazal	74 Roosevelt St.	Pequannock, NJ 07440	(201) 294-1656
Art of Pizza AZ LLC**	Arturo Carlos	8308 Seaton Ave.	Joliet, IL 60431	(815) 600-0123
Arger Bros LLC**	Jeff Arger	17777 N. Scottsdale Rd., #1010	Scottsdale, AZ 85255	(602) 684-7429
Bourbon Richard's, LLC **	Nick Esposito	1050 E. Ray Rd.	Chandler, AZ, 85225	(480) 401-5555
Feed Our Future LLC**	John Stanley	2320 E. Baseline Rd., #158	Phoenix, AZ, 85042	(602) 276-8200
M&T Chicago Style Pizza LLC*	Tynesha Brewer	4206 E. Chandler Blvd., Ste. 34	Phoenix, AZ, 85048	(480) 706-1777
Trushmore Partners, LLC **	Thomas Trush	10989 E. Dynamite Blvd., #102	Scottsdale, AZ, 85262	(480) 513-2552
ZNJ Pizza, Inc **	Zahid Aram	4041 E. Thomas Rd., #110	Phoenix, AZ, 85018	(801) 710-3325
Punjab Enterprises, LLC *	Jaspal Sidhu	419 Serpa Way	Folsom, CA 95630	(702) 429-7355
TMJ Pizza Mesa 3 Val Vista LLC**	James Saris	53 N. Val Vista Dr., #106	Gilbert, AZ, 85234	(480) 633-3000
Clarkco LLC***	Michael Clark	5009 E. Gelding Dr.	Scottsdale, AZ 85254	(310) 594-6086
Pizza Pals LLC**	Arturo Carlos	8308 Seaton Ave.	Joliet, IL 60431	(815) 600-0123
<b>Colorado</b>				
NCB Pizza LLC **	Nikolas Bjork	2055 W. 136th Ave., Ste. 100	Broomfield, CO, 80023	(720) 547-0200
<b>District of Columbia</b>				
Adil And Abir DC 20 LLC *	Saheda Rob	2409 Benning Rd. NE	Washington, DC 20002	(202) 750-3322

<b>Florida</b>				
Big Bargain Liquidation LLC **	Sean Mussulman	550 S. Hunt Club Blvd.	Apopka, FL, 32703	(407) 410-8444
Chi Pizza PG LLC **	Jordan Lupella	7134 Columbia Cir.	Fort Myers, FL 33908	(239) 771-3219
Chi Pizza LLC **	Jordan Lupella	8951 Bonita Beach Road, SE #245	Bonita Springs, FL 34135	(239) 771-3219
Rosatis FM, LLC **	Jordan Lupella	9011 Daniels Pkwy., Ste. 104	Fort Myers, FL 33912	(239) 771-3219
Strand Haus, Inc. *	Joe Wendling	15245 S. Tamiami Trl., Ste. 1	Fort Myers, FL 33908	(239) 481-1110
The Italian Job, LLC *	Peter Economys	1012 St. Lucie W. Blvd.	Port St. Lucie, FL 34986	(772) 340-0999
Jax Pizza & Bar, LLC ***	Dipeshkumar Patel	7051 Collins Rd., Ste 402	Jacksonville, FL 32244	(904) 599-4263
<b>Georgia</b>				
Dhruvin, Inc. (1 of 3) *	Dhruvin Patel	3021 Willowstone Dr.	Duluth, GA 30096	(404) 513-3215
Dhruvin, Inc. (2 of 3) *	Dhruvin Patel	3021 Willowstone Dr.	Duluth, GA 30096	(404) 513-3215
Dhruvin, Inc. (3 of 3) *	Dhruvin Patel	3021 Willowstone Dr.	Duluth, GA 30096	(404) 513-3215
R.E.A.D. L.L.C. *	Joanne Liu	67 Living Edens Ct.	Las Vegas, NV 89148	(702) 686-8396
<b>Idaho</b>				
The Italian Job, LLC*	Peter Economys	481 SW Port St. Lucie Blvd., Ste. D	Port St. Lucie, FL 34953	(772) 201-2325
<b>Illinois</b>				
OM Mundelein Pizza, LLC***	Mihir Patel	17752 Preston Rd.	Dallas, TX 75252	(224) 388-1346
Rosati's Pizza Pub Development - Freeport, LP ***	Anthony Rosati	940 Cape Marco Dr., Unit 2003	Marco Island, FL 34145	(847) 426-1414
J & S Pizza, Inc. **	Sharon Rodriguez	117 N. John F. Kennedy Dr.	Carpentersville, IL, 60110	(847) 844-3400
JSKA, LLC **	Sehul Patel	4863 N. Broadway St.	Chicago, IL, 60640	(773) 334-3333
Morris Food Service Incorporated **	Mark Yokubonis	80 E. Division St.	Coal City, IL, 60416	(815) 634-8111
GLHP of Loves Park, Inc. **	Wayne Moll	6104 E. Riverside Blvd.	Loves Park, IL, 61111	(815) 636-0600
OM Swami Group 711 Inc. **	Mihir Patel	530 W. North St., #107	Manhattan, IL, 60442	(815) 478-7000
OM Richmond Pizza, Inc. **	Mihir Patel	10004 Main St.	Richmond, IL, 60071	(224) 388-1346
A & I Ventures Corp.**	Ilirian Cobo	311 Highridge Rd.	Lombard, IL 60148	(630) 205-7494
ROSATIS - MK GROUP, LLC**	Kalidoss Sivasamy	5180 Atwater Ct.	Lisle, IL 60532	(312) 497-1086
Fox Bay Plainfield LLC**	Thomas Banning	3987 Evans Ct.	Yorkville, IL 60560	(630) 330-5635
OM Plainfield Pizza Inc.**	Kalpesh Patel	2304 Brinmore Ct.	Naperville, IL 60540	(630) 229-4953
Patels Slice of Paradise in Wilmette LLC***	Sehul Patel	9324 Oriole Ave.	Morton Grove, IL 60053	(224) 616-7807
<b>Indiana</b>				
Mishawaka Pizza Inc.*	Fareed Khowaja	1804 Potter Rd.	Glenview, IL 60026	(847) 830-3770
OM Dyer Pizza, Inc.**	Kalpesh Patel	2304 Brinmore Ct.	Naperville, IL 60540	(630) 229-4953
<b>Iowa</b>				
JDB Pizzeria, Inc.*	Joshua Blowers	1550 n. Ankeny Blvd., Ste 110	Ankeny, IA 50023	(515) 318-5557
<b>Maryland</b>				
Rob Beverage LLC*	Saheda Rob	4903 Blackfoot Road	College Park, MD 20740	(301) 254-6192
<b>New Jersey</b>				

Yusuf Enterprise, LLC *	Yousef Ayyad	70 Watchung Ave.,	Belleville, NJ 07109	(305) 772-8983
<b>Nevada</b>				
Rosati's of Rainbow LLC***	Michelle Jensen	9180 Arbor Glen St.	Las Vegas, NV 89123	(702) 375-2728
<b>Oklahoma</b>				
North American and West Texas Investment Corporation, LLC *	Nasir Iqbal	7021 S. Memorial Dr., Room 0259	Tulsa, OK, 74133	(918) 249-9128
<b>Texas</b>				
Brozeria, LLC ***	Calvin Dodson	21323 S. Kings Mill Lane	Kingwood, TX 77339	(346) 345-4800
North American and West Texas Investment Corporation, LLC *	Nasir Iqbal	PO Box 12226	Lubbock, TX 79452	(918) 249-9128
Chitown Pizza 312, Inc.**	Noel Catarina	5735 N. Drake Ave.	Chicago, IL 60659	(312) 890-8591
Waco Pizza Company, LLC.***	Chapda Wanda	200 Faircrest Dr.	Arlington, TX 76018	(202) 290-5908
<b>Washington</b>				
BrownCroom, LLC *	Lawrence Davis	1818 S. 320th Street	Federal Way, WA 98003	(253) 948-6426
<b>Wisconsin</b>				
Dorm Troll Toys, LLC **	Brandy Alderman	355 E Linnerud Dr.	Sun Prairie, WI, 53590	(608) 729-4483
Buckeye Pizza, Inc. **	John Sheck	355 E Linnerud Dr.	Sun Prairie, WI, 53590	(440)645-3130
Shreeji Food, LLC **	Satishkumar Patel	6900 N. Santa Monica Blvd.	Watertown, WI 53094	(920) 261-4222
The CGNT Group, LLC **	Christopher Hobeika	75 Gasser Rd., Ste. C	Wisconsin Dells, WI, 53965	(608) 253-0553
Francescas LLC **	Becky Iadicicco	1907 Market Way, Ste. F	Watertown, WI, 53094	(920) 261-4222

**EXHIBIT C  
TO FRANCHISE DISCLOSURE DOCUMENT  
ROSATI'S PIZZA ENTERPRISES, INC.  
BUSINESS ESTABLISHMENT TRAINING COURSE AGREEMENT**



**By and Between**

**ROSATI'S PIZZA ENTERPRISES, INC.  
TRAINOR**

**AND**

\_\_\_\_\_, **APPLICANT**

## BUSINESS ESTABLISHMENT TRAINING COURSE AGREEMENT

This Business Establishment Training Course Agreement (the "Agreement") is made and entered into on \_\_\_\_\_, by and between Rosati's Pizza Enterprises, Inc., a Texas Corporation, whose principal office is located at 1320 Arrow Point Drive Ste 50190, Cedar Park, TX 78613, ("Trainor," "RPE" and "Franchisor"), and \_\_\_\_\_, as authorized representative of \_\_\_\_\_, whose address is \_\_\_\_\_, jointly and severally, ("Applicant" or "Trainee").

**WHEREAS**, RPE is involved in the business of training people to open businesses;

**WHEREAS**, Applicant wishes to avail oneself/themselves of RPE's assistance and training in the establishment of a business (the "Business"); and

**WHEREAS**, RPE has received certain financial and other information provided by Applicant and is relying upon that information in permitting Applicant to enter into this Agreement.

**NOW THEREFORE**, in consideration of the mutual benefits contained herein, the parties agree as follows:

### I. EVALUATION AND FEES.

Applicants must submit an application to be accepted into the training program. Trainor's acceptance of Applicants application is conditioned upon RPE's evaluation of the personal abilities, aptitudes and financial qualifications of Applicant, if applicable. Such evaluation may include, without limitation, a financial and credit investigation, a background check, drug testing, and a face-to-face interview with an officer of RPE to assess Applicant's demeanor and personality. In accordance therewith, Applicant and Applicant's manager, if applicable, shall submit all information requested and RPE shall have a reasonable time, not to exceed thirty (30) days following Trainor's receipt of such information to prepare its evaluations. If, for any reason, RPE elects not to accept Applicant's application, it shall notify Applicant within such thirty (30) day period. Upon such notice, RPE shall be under no further obligation to Applicant for any reason, and RPE shall be fully and forever released from any claims or causes of action Applicant may have under or pursuant to this Agreement or any other agreement or understanding between the parties hereto.

If Applicant's Application is accepted by RPE, Applicant shall pay to RPE the sum of Twenty-Five Thousand Dollars (\$25,000.00) (the "Establishment Agreement Fee"). The Fee is deemed fully earned upon its receipt by RPE.

### II. PRE-TRAINING REQUIREMENTS.

2.1 After this Business Establishment Training Course, Applicant will also complete the Site Selection and Real Estate Training Course for Applicant's Business and intends to negotiate a lease or purchase an approved Site, after and not until the completion of all RPE training levels.

2.2 Applicant will through this Establishment Training (the "Training"), become familiar with the types of entities available for operation of Applicant's business.

2.3 Applicant has identified any key employees that should also receive the Training and is prepared for the financial burden of training those key employees.

### III. TRAINOR'S OBLIGATIONS

Trainor's sole obligation to the Applicant is to provide an Establishment Training Program and a Business Establishment Manual specific to establishing a business.

### IV. BUSINESS ESTABLISHMENT MANUAL

Trainor will provide Applicant with a Business Establishment Manual (the "Manual"). The Table of Contents for the Manual, as of the date of this Agreement is as follows:

<b>BUSINESS ESTABLISHMENT COURSE MANUAL</b>	<b>Page Count</b>
<b>1) Creating the Company</b>	3
a) Types of Companies	
b) Operating Agreement	
c) Business Trust	
d) Succession Planning	
<b>2) Banking and Credit Cards</b>	7
a) What Type of Accounts to open	
b) Credit Card types	
c) Options for Processing	
d) Understanding Credit card Processors	
<b>3) Utilities and Services</b>	2
<b>4) Licenses and Permits</b>	2
a) Typical licenses required	
b) Direction to check local requirements regarding codes, zoning, etc.	
<b>5) Signs</b>	2
a) Requirements	
b) Approval process	
<b>6) Your Tax Obligations</b>	3
a) How to get a Federal Tax ID Number, etc.	
b) What to use the Tax ID Number for	
c) Federal Taxes	
d) State Taxes	
<b>7) Insurance</b>	8
a) Types of coverage	
b) Insurance company Rating Requirements	
<b>8) General contractors</b>	8
a) How to select a General Contractor	
b) How to work with any Sub-Contractors	
c) Liens and Lien Releases – How they function	
<b>9) Equipment and Supplies</b>	26
a) Types of Vendors Information	
b) Types of Equipment and Supplies	
c) Vendor Agreements	
<b>10) Furnishings and Design</b>	4

a) Architects	
b) Types of Typical Layouts for Your Industry	
c) Design Specs such as Paint, Finishes and Flooring	
<b>11) Professionals needed</b>	<b>5</b>
a) Accounting	
b) Bookkeeper	
c) CPA	
d) Insurance Agent	
e) Attorney	
<b>12) POS Systems</b>	<b>14</b>
a) What is it	
b) What Options are available	
c) What Reports should it provide	
d) What Third-Party Providers should it work with	
<b>13) Emergency Practices</b>	<b>1</b>
a) Security	
b) Theft	
c) Natural Disasters (fire, earthquake, tornado, hurricane)	
d) Family Emergencies for Employees	
<b>14) Policies</b>	<b>1</b>
a) Privacy Policy	
b) Data Security Policy	
c) Credit Card Policies	
d) Opening and Closing Policies	
e) Money handling policies	
<b>15) Human Resources</b>	<b>73</b>
a) Locating potential employees	
b) Interviewing	
c) Hiring	
d) Wage & Hour	
e) Reporting	
f) Taxes	
g) Handling Wage Garnishments	
h) Handling Write-ups	
<b>16) Customer Service</b>	<b>52</b>
a) Finding the Customer	
b) Marketing to the Customer	
c) Creating Culture	
d) Greeting the Customer	
e) Concluding the Sale Policy	
f) Return Policies	
g) After sales marketing	
<b>TOTAL PAGES</b>	<b>250</b>

## **V. BUSINESS ESTABLISHMENT TRAINING COURSE PROGRAM**

Applicant will receive Business Establishment Training on the topics included in the Manual as discussed in Article 4 above.

## **VI. TERM OF AGREEMENT AND EXTENSIONS**

This Agreement shall terminate upon Applicant's completion of the above-mentioned Training course, which must be completed within sixty (60) days of receipt of the Manual, unless waived in writing by RPE.

## **VII. TERMINATION/EXPIRATION PRIOR TO TRAINING**

7.1 Notwithstanding anything to the contrary herein, RPE has the right to terminate this Agreement for any reason by providing written notice to Applicant at any time before Applicant begins the above-mentioned training.

7.2 Upon such termination, Applicant shall promptly return the Business Establishment Manual and any other materials provided by RPE to Applicant and RPE will:

7.2.1. owe no other duties and will not be obligated to Applicant in any manner, under this Agreement or otherwise; and

7.2.2. be released and forever discharged by Applicant from all claims, debts, fees, liabilities, demands, obligations, costs, expenses, actions and causes of action which Applicant hold or may holds against RPE, arising prior to and through the date this Agreement is terminated by RPE.

## **VIII. APPLICANT'S INFORMATION**

8.1 Applicant shall immediately notify RPE of any material change in the information provided to RPE in Applicant's preliminary questionnaire or any other application materials and provide RPE with updated personal financial information and a detailed written explanation of the change.

8.2 If, in RPE's reasonable discretion, there have been no material adverse changes in Applicant's information pursuant to Section 8.1 above, Applicant shall have the right, without the obligation, to apply to be granted RPE's then-current Ongoing Franchise Agreement.

## **IX. CONFIDENTIALITY/NON-SOLICITATION**

9.1 The Manual and all materials included therein (the "Confidential Information") shall at all times remain the proprietary property of RPE and will be immediately returned to RPE upon the termination of this Agreement prior to training. However, if Applicant completes the course, the Manual is the Applicant's to keep, but the Manual may not be reproduced in any manner or sold for any commercial gain.

9.2 Applicant acknowledges that RPE will devote time, effort, and resources to assist Applicant in their training efforts. Applicant further acknowledges that the information that will be developed during these efforts constitutes valuable, confidential trade secrets of RPE. Applicant therefore agrees that if this Agreement expires or is terminated for any reason, by Applicant or by RPE, the Applicant will not, for

a period of two (2) years after the termination date of this Agreement disseminate any Confidential Information it may have gleaned from its relationship with RPE. Furthermore, Applicant acknowledges that RPE has devoted significant time, effort, money and resources to develop goodwill in the name "Rosati's." Accordingly, Applicant agrees that if this Agreement expires or is terminated for any reason, by Applicant or by RPE, to refrain from any discussions or communications, including via any public channels, forums or blogs on the Internet, with any employee, former employee, customer, broker, landlord or any person or persons associated or formerly associated with RPE, its CCIM network, vendors or any of those company's affiliates, that could be considered detrimental to the goodwill of the Rosati's system or the name "Rosati's."

9.3 Applicant further acknowledges that it will receive additional, valuable, confidential information in addition to the information referred to in the preceding paragraph. Applicant recognizes that the disclosure and/or use of any of this Confidential Information by Applicant or anyone affiliated with Applicant would be detrimental to RPE. Applicant's obligation to maintain the confidentiality of information received from RPE does not apply to information which came to Applicant's attention before RPE disclosed it to Applicant or to information which becomes public knowledge through disclosure by others without the assistance of Applicant. Applicant agrees that Applicant:

9.3.1 will hold in strict confidence any and all information that is designated by RPE as confidential and will not, directly or indirectly, reproduce, photocopy, disclose or distribute such information to another person, without the prior written consent of RPE;

9.3.2 will neither use nor assist anyone else to use such Confidential Information unless such use is for the express purpose of designing and/or developing the business; and

## **X. LIMITATION OF LIABILITY**

In the event Applicant files a complaint or lawsuit, alleges a cause of action and/or makes a claim of any kind against RPE or one or more of its officer, directors, employees or affiliates (the "RPE Parties") in a court or tribunal or before an administrative agency, regarding, arising from or relating to this Agreement or RPE's actions thereunder, irrespective of the outcome of the complaint or lawsuit, the liability of the RPE Parties and each of them to Applicant shall be limited to a refund of the actual funds paid to RPE by Applicant pursuant to this Agreement and the RPE Parties and each of them shall have no other liability whatsoever to Applicant regardless of Applicant's allegations. A COURT MAY AWARD INJUNCTIVE RELIEF, BUT APPLICANT HEREBY WAIVES APPLICANT'S RIGHT TO COLLECT AND WILL HAVE NO AUTHORITY TO COLLECT PUNITIVE, EXEMPLARY or CONSEQUENTIAL DAMAGES.

## **XI. NON-ASSIGNMENT**

This Agreement is personal to Applicant and may not be assigned, sold or otherwise transferred by Applicant to any other person or entity without RPE's prior written consent, which RPE may withhold at its sole and absolute discretion. Execution of this Agreement is not dependent on Applicant executing any future agreements with Trainor, nor is it a guarantee that Trainor will accept Applicant to enter into any future Agreements with Trainor.

## **XII. INTELLECTUAL PROPERTY**

Nothing in this Agreement shall be construed as a right to use or access Trainor's Intellectual Property. Any use or disclosure of Trainor's Intellectual Property shall be for the sole purpose of identifying the

rightful owner of said intellectual property. Furthermore, Trainor will not protect or assist you in any claim of infringement or unfair competition claims arising from Applicant's use of the materials.

### **XIII. NOTICES**

Any and all notices, demands, and requests required or permitted under this Agreement will be in writing and will be personally delivered with a receipt or mailed by United States certified or registered mail, return receipt requested, postage paid or sent by a nationally recognized overnight courier service which provides evidence of receipt, to the respective parties at the following addresses unless and until a different address has been designated by written notice to the other party:

Notices to RPE:  
Rosati's Pizza Enterprises, Inc.  
524 W. State St., Suite A  
Geneva, IL 60134

Notices to Applicant:

\_\_\_\_\_  
\_\_\_\_\_

All notices delivered in the foregoing manner will be deemed to have been given at the time the return receipt is executed, and, in any event, no more than five (5) business days after the notice is mailed. If Applicant's address, as stated above, changes during the term of this Agreement, Applicant shall immediately notify RPE of that change in writing.

### **XIV. APPLICABLE LAW/CONSENT TO FORUM**

13.1 This Agreement and all of its provisions will be governed, interpreted and construed pursuant to the law of the State of Texas, which law will prevail in the event of any conflict of law; and the law of the State of Texas shall be used to enforce any and all rights and duties conferred by and which arise under this Agreement, provided, however, that if any of the provisions of this Agreement would not be enforceable under the laws of the State of Texas, those provisions will be interpreted and construed under the laws of the state of Applicant's principal address as set forth in the initial paragraph of this Agreement.

13.2 The parties agree that any cause of action by either party against the other must be filed in the United States District Court for the Western District in the State of Texas, and the parties and all personal guarantors hereof do hereby waive all questions of personal and subject matter jurisdiction or venue for the purpose of carrying out this provision; provided, however, if RPE moves its corporate offices to another state, the United States District Court for the judicial district to which the corporate offices are moved, and the state court in the county to which the corporate officers are moved, shall replace the United States District Court for the Western District in the State of Texas for purposes of this Section 13.2.

13.3 Nothing in this Agreement will bar RPE's right to apply for injunctive relief in any court of competent jurisdiction against threatened or actual conduct that will cause it loss or damages, under the usual equity rules, including the applicable rules for obtaining restraining orders and preliminary injunctions. Should RPE obtain a restraining order or preliminary injunction against Applicant, Applicant shall be liable for all of RPE's attorneys' fees and costs that are related to and/or arise from obtaining such relief.

## **XV. ENTIRE AGREEMENT**

This Agreement, and the attachments to this Agreement constitute the entire, full and complete Agreement between RPE and Applicant concerning the subject matter of this Agreement and supersede all prior agreements. No other representation has induced Applicant to execute this Agreement, and there are no representations, inducements, promises or agreements oral or otherwise, between the parties not in this Agreement, which are of any force or effect with reference to this Agreement or otherwise. Except for those permitted to be made unilaterally by RPE under this Agreement, no amendment, change or variance from this Agreement will be binding on either party unless mutually agreed to by the parties and executed by their authorized officers or agents in writing. Nothing in this Agreement is intended to disclaim the representations RPE made in the Franchise Disclosure Document that RPE furnished to Applicant.

## **XVI. SEVERABILITY AND CONSTRUCTION**

16.1 Except as expressly provided to the contrary in this Agreement, each portion, section, part, term and/or provision of this Agreement will be considered severable; and if for any reason a portion, section, part, term and/or provision in this Agreement is determined to be invalid and contrary to or in conflict with, any existing or future law or regulation by a court or agency having valid jurisdiction, that will not impair the operation of or have any other effect upon, the other portions, sections, parts, terms and/or provisions of this Agreement as may remain otherwise intelligible; and the latter will continue to be given full force and effect and bind the parties of this Agreement; and the invalid portions, sections, parts and/or provisions will be deemed not to be a part of this Agreement.

16.2 Nothing in this Agreement is intended, nor will be deemed, to confer any rights or remedies upon any person or legal entity other than RPE or Applicant.

16.3 Applicant expressly agrees to be bound by any promise or covenant imposing the maximum duty permitted by law which is contained within the terms of any provision of this Agreement, as though it were separately articulated in and made a part of this Agreement, that may result from striking from any of the provisions of this Agreement any portion or portions which a court may hold to be unreasonable and unenforceable in a final decision in which RPE is a party or from reducing the scope of any promise or covenant to the extent required to comply with such a court order.

16.4 All captions in this Agreement are intended solely for the convenience of the parties, and none will be deemed to affect the meaning or construction of any provision of this Agreement.

16.5 All references in this Agreement to the masculine, neuter or singular will be construed to include the masculine, feminine, neuter or plural, where applicable; and all acknowledgments, promises, covenants, agreements, and obligations in this Agreement made or undertaken by Applicant will be deemed jointly and severally undertaken by all those executing this Agreement on behalf of Applicant.

16.6 This Agreement may be executed in several parts, and each copy so executed will be deemed an original.

## **XVII. ACKNOWLEDGMENTS**

17.1 Applicant acknowledges and agrees that this Agreement is not a franchise agreement and does not grant to Applicant any right to use RPE's Intellectual Property or any of RPE's Marks in any manner.

17.2 Applicant hereby acknowledges and agrees that RPE's training on business establishment does not constitute an assurance, representation or warranty of any kind, express or implied, as to the suitability

of a particular applicant for business ownership or for any other purpose. RPE shall not be responsible for the failure of a particular business chosen by Applicant to meet Applicant's expectations as to revenue or operational criteria. Applicant further acknowledges and agrees that its selection of a particular business industry is based on its own independent investigation of the suitability of the prospective business.

17.3 Applicant hereby acknowledges having read this Agreement (and RPE's standard Franchise Disclosure Document), and having the opportunity to clarify all of the terms contained herein and to consult with an attorney or other professional advisor. Further, Applicant understands all of the terms contained in this Agreement and agrees to be bound by all of the obligations contained herein.

17.4 Applicant acknowledges that RPE does not warranty any of the information within its programs.

17.5 Applicant acknowledges that Applicant shall hold harmless and indemnify Trainor against all loses and expenses incurred in connection with any action, suit, demand, claim, investigation, formal or informal inquiry or settlement resulting from Applicant's actions relating to the information contained in this Agreement or its associated training.

17.6 Applicant acknowledges that any disputes arising out of this Agreement must be settled through mandatory mediation.

17.7 Applicant acknowledges that RPE's requirements are that the Applicant and the Manager must speak, read and write in English.

## **XVIII. ATTORNEYS' FEES**

In the event that either party institutes a legal action that arises out of or relates to this Agreement, the prevailing party shall have the right to collect from the other party all attorney's fees and costs incurred in enforcing this Agreement and/or defending such an action.

## **XIX. SURVIVAL**

Sections 9, 10, 12, and any other provisions of this Agreement that by their terms extend beyond termination or expiration of this Agreement shall continue in full force and effect subsequent to and notwithstanding the termination or expiration of this Agreement.

**By providing the above described Training the Applicant acknowledges: (1) Trainor does not have authority to control the day-to-day conduct and operation of Applicant's business or employment decisions; and (2) Applicant and Trainor do not intend for Trainor to incur any liability to third parties in connection with or arising from any aspect of the Applicant's use of the Training, whether or not in accordance with the requirements of the Manual.**

**Nothing in this Agreement or any related agreement is intended to disclaim the representations RPE made in the Franchise Disclosure Document. The submission of this Agreement to Applicant does not constitute an offer to Applicant, and this Agreement shall become effective only upon execution by RPE and Applicant.**

**IN WITNESS WHEREOF**, the parties hereto, intending to be legally bound hereby have duly executed and delivered this Agreement on the Effective Date.

**TRAINOR:**  
**ROSATI'S PIZZA ENTERPRISES, INC.**

**TRAINEE / APPLICANT INDIVIDUALS:**

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Darren Schmitt

Name: \_\_\_\_\_

Title: Director and Treasurer

Title: \_\_\_\_\_

[AND as individual(s)]

Signed: \_\_\_\_\_

Name printed: \_\_\_\_\_

Signed: \_\_\_\_\_

Name printed: \_\_\_\_\_

**SCHEDULE 1 TO THE ESTABLISHMENT AGREEMENT  
PERSONAL GUARANTY ADDENDUM**

In consideration of, and as an inducement to, the execution and delivery by Rosati's Pizza Enterprises, Inc. (RPE") of the Establishment Agreement, each of the undersigned individuals hereby personally and unconditionally, jointly and severally, (1) guarantees to RPE and its successors and assigns, for the term of the Establishment Agreement and thereafter as provided in the Establishment Agreement, that the Applicant shall punctually pay and perform every undertaking, agreement and covenant set forth in the Establishment Agreement (including without limitation the confidentiality and non-solicitation provisions in Section 9 of the Establishment Agreement), and (2) agrees to be personally bound by, and personally liable for the breach of, each and every provision of the Establishment Agreement as if the undersigned were the original signatories hereto. If any of the undersigned shall be husband and wife or similar civil union, the obligations of each such person under this personal guaranty shall be individual and joint and several.

**TRAINEE(S) / APPLICANT  
INDIVIDUAL(S) FOR:**

\_\_\_\_\_

as individual(s) OWNERS & PERSONAL  
GUARANTORS:

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Name printed: \_\_\_\_\_

Name printed: \_\_\_\_\_

Membership/Ownership %:

\_\_\_\_\_

Membership/Ownership %:

\_\_\_\_\_

**SCHEDULE 2 TO THE ESTABLISHMENT AGREEMENT  
APPLICATION FOR THE SITE SELECTION REAL ESTATE TRAINING  
(Submit once applicable)**

I certify that I have completed the following items, proof of which has been included, and, by submission of this form, desire to receive my RPE Site Selection and Real Estate Training Course.

- Business Establishment Training Course

*Business Name (Must have):* \_\_\_\_\_

*Contact Name:* \_\_\_\_\_

*Address:* \_\_\_\_\_

*City, State, Zip:* \_\_\_\_\_

*Phone:* \_\_\_\_\_ *Cell Phone:* \_\_\_\_\_

*Email:* \_\_\_\_\_

*Date:* \_\_\_\_\_

*Comments:* \_\_\_\_\_

\_\_\_\_\_

***Fax This Form to 512-535-0084 or Email to Processing@SLA.Law***

**This Form must be submitted to RPE prior to taking the next training course.**

Upon receipt of this Form RPE will begin processing within three (3) business days and will contact You with their final decision within the allotted time.

If You have any questions, please contact Us and ask for Application Processing.

**EXHIBIT D  
TO FRANCHISE DISCLOSURE DOCUMENT  
ROSATI'S PIZZA ENTERPRISES, INC.  
SITE SELECTION AND REAL ESTATE TRAINING COURSE AGREEMENT**



**By and Between**

**ROSATI'S PIZZA ENTERPRISES, INC.  
TRAINOR**

**AND**

\_\_\_\_\_, **APPLICANT**

## **SITE SELECTION AND REAL ESTATE TRAINING COURSE AGREEMENT**

This Site Selection and Real Estate Training Course Agreement (the "Agreement") is made and entered into on \_\_\_\_\_, by and between Rosati's Pizza Enterprises, Inc. a Texas Corporation, with offices at 1320 Arrow Point Drive Ste 50190, Cedar Park, TX 78613 ("Trainor" and "RPE"), and \_\_\_\_\_ whose principal address is \_\_\_\_\_ ("Applicant" or "Trainee").

**WHEREAS**, RPE is involved in the business of training people to open businesses;

**WHEREAS**, Applicant has contacted RPE to assist in learning how to identify, analyze, and locate a prospective site(s) (the "Prospective Site" or "Prospective Sites") for the development of a business;

**WHEREAS**, Applicant wishes to avail oneself/themselves of RPE's assistance and training; and

**WHEREAS**, RPE has received certain financial and other information provided by Applicant and is relying upon that information in permitting Applicant to enter into this Agreement.

**NOW THEREFORE**, in consideration of the mutual benefits contained herein, the parties agree as follows:

### **1. EVALUATION AND FEES**

Prior to entering into this Agreement, Applicant must have completed RPE's Business Establishment Training Course to RPE's satisfaction. Applicant must have also submitted in writing, through the forms available in the Business Establishment Training Course Agreement, the Application for Site Selection and Real Estate Training. If, for any reason, Trainor elects not to accept Applicant's training application, it shall notify Applicant within such thirty (30) day period. Upon such notice RPE shall be under no further obligation to Applicant for any reason, and RPE shall be fully and forever released from any claims or causes of action Applicant may have under or pursuant to this Agreement or any other agreement or understanding between the parties hereto.

If Applicant's training application is accepted by RPE, Applicant shall pay to RPE the sum of Ten Thousand Dollars (\$10,000.00) (the "Agreement Fee"). The Fee is deemed fully earned upon its receipt by RPE.

### **2. SITE SELECTION TRAINING**

Applicant will receive Site Selection Training pertaining to the topics included in the Site Selection and Real Estate Manual discussed below.

### **3. LOCATING A SITE FOR THE BUSINESS**

Applicant is solely responsible for identifying and procuring a Prospective Site.

#### 4. SITE SELECTION AND REAL ESTATE MANUAL

In further consideration of the Preliminary Agreement Fee, RPE will provide Applicant with a Site Selection and Real Estate Manual containing site selection training information. The Table of Contents for the Site Selection and Real Estate Manual, as of the date of this Agreement is as follows:

<b>SITE SELECTION AND REAL ESTATE MANUAL</b>	<b>Page Count</b>
<b>1) Types of Locations</b>	3
a) Site selection criteria	
i) Recommendations about the best sites	
b) User Needs – Considerations	
i) Size	
ii) Location	
iii) Term length	
iv) Zoning	
v) Where customers (going home or to work side, medians, etc.)	
vi) Demographics	
vii) Traffic counts	
viii) Brand image	
ix) Competition (Who’s near? Who’s missing?)	
x) Parking (can KILL a retail business)	
xi) Hours of operation	
xii) When needed to open (the process takes time-plan ahead)	
c) Site approval process	
i) Process for sites	
ii) Any requirements for locations	
<b>2) Steps and Terms of the Lease</b>	2
a) RFP vs LOI	
b) Letter of Intent	
c) Lease TI’s	
d) Common Areas	
<b>3) Types of Leases</b>	1
a) Single Net	
b) Double Net	
c) Triple Net	
d) Gross	
e) Modified Gross	
f) Modified Gross CAMs	
<b>4) Finding a Real Estate Professional</b>	2
a) Residential Real Estate	
b) Commercial Real Estate	
c) Investment Real Estate	

d) CCIM	
<b>5) Marketing Analytics &amp; Research</b>	<b>2</b>
a) Chamber of Commerce	
b) ESRI	
<b>6) Obtaining Site Data</b>	<b>2</b>
a) Your Commercial Real Estate Agent	
b) Landlord Commercial Real Estate Agent	
c) Warnings regarding Landlord For Lease signs	
<b>7) Uncovering Special Needs for Your industry</b>	<b>1</b>
<b>8) Evaluating Competitors</b>	<b>1</b>
<b>9) Locating Your Business</b>	<b>29</b>
a) Utilizing the industry Site selection criteria	
b) Site approval process	
i) Process for sites and lease approval	
ii) Building out the FFE aspects into Your TI's	
c) Negotiating a Lease	
d) Timelines	
<b>TOTAL PAGES</b>	<b>46</b>

**Note: It is advisable to not negotiate the actual lease until You have finalized all levels of training with RPE.**

## **5. TERM OF AGREEMENT AND EXTENSIONS**

5.1 This Agreement shall terminate upon Applicant's completion of the above-mentioned Training course, which must be completed within thirty (30) days of receipt of the Site Selection and Real Estate Manual, unless waived in writing by RPE.

## **6. TERMINATION/EXPIRATION PRIOR TO TRAINING**

6.1 Notwithstanding anything to the contrary herein, RPE has the right to terminate this Agreement for any reason by providing written notice to Applicant at any time before Applicant begins the above-mentioned training. Upon such termination, Applicant shall promptly return the Site Selection and Real Estate Manual and any other materials provided by RPE to Applicant and RPE will refund to Applicant one hundred percent (100%) of the Fee minus costs, upon receipt of same by the Applicant, RPE will:

6.1.1 Owe no other duties and will not be obligated to Applicant in any manner, under this Agreement or otherwise; and

6.1.2 Be released and forever discharged by Applicant from all claims, debts, fees, liabilities, demands, obligations, costs, expenses, actions and causes of action which Applicant holds or may hold against RPE, arising prior to and through the date this Agreement is terminated by RPE.

## **7. APPLICANT'S INFORMATION**

7.1 Applicant shall immediately notify RPE of any material change in the information provided to RPE in Applicant's preliminary questionnaire or any other application materials and provide RPE with updated personal financial information and a detailed written explanation of the change.

7.2 If, in RPE's reasonable discretion, there have been no material adverse changes in Applicant's information pursuant to Section 7.1 above, Applicant shall have the right, without the obligation, to apply to be granted RPE's then-current Ongoing Franchise Agreement.

## **8. CONFIDENTIALITY/NON-SOLICITATION**

8.1 The Site Selection and Real Estate Manual and all materials included therein shall at all times remain the proprietary property of RPE and will be immediately returned to RPE upon the termination of this Agreement. However, if Applicant completes the course, the Site Selection and Real Estate Manual is the Applicant's to keep, but Applicant may not reproduce in any manner or sell the Manual for any commercial gain.

8.2 Applicant acknowledges that RPE will devote time, effort, and resources to assist Applicant in its training efforts. Applicant further acknowledges that the information that will be developed during these efforts constitutes valuable, confidential trade secrets of RPE. Applicant therefore agrees that if this Agreement expires or is terminated for any reason, by Applicant or by RPE, the Applicant will not, for a period of two (2) years after the termination date of this Agreement, disseminate any Confidential Information it may have gleaned from its relationship with RPE. Furthermore, Applicant acknowledges that RPE has devoted significant time, effort, money and resources to develop goodwill in the name "Rosati's Pizza" Accordingly, Applicant agrees that if this Agreement expires or is terminated for any reason, by Applicant or by RPE, to refrain from any discussions or communications, including via any public channels, forums or blogs on the Internet, with any employee, former employee, customer, broker, landlord or any person or persons associated or formerly associated with RPE, its CCIM network, vendors or any of those company's affiliates, that could be considered detrimental to the goodwill of the Rosati's System or the name "Rosati's Pizza."

8.3 Applicant further acknowledges that it will receive additional, valuable, and confidential information, in addition to the information regarding site training referred to in the preceding paragraph. This information includes, without limitation, RPE's Site Selection and Real Estate Manual, site specifications and leasing background information, a sample form real property lease, and instructions for preparing a trade area study and competition survey. Applicant recognizes that the disclosure and/or use of any of this Confidential Information by Applicant or anyone affiliated with Applicant would be detrimental to RPE. Applicant's obligation to maintain the confidentiality of information received from RPE does not apply to information which came to Applicant's attention before RPE disclosed it to Applicant or to information which becomes public knowledge through disclosure by others without the assistance of Applicant. Applicant agrees that Applicant:

8.3.1 will hold in strict confidence any and all information that is designated by RPE as confidential and will not, directly or indirectly, reproduce, photocopy, disclose or distribute such information to another person, without the prior written consent of RPE; and

8.3.2 will neither use nor assist anyone else to use such confidential information unless such use is for the express purpose of designing and/or developing the Business.

## **9. LIMITATION OF LIABILITY**

In the event Applicant files a complaint or lawsuit, alleges a cause of action and/or makes a claim of any kind against RPE or one or more of its officers, directors, employees or affiliates (the "Rosati's Pizza Enterprises Parties") in a court or tribunal or before an administrative agency, regarding, arising from or relating to this Agreement or RPE's actions thereunder, irrespective of the outcome of the complaint or lawsuit, the liability of the RPE Parties and each of them to Applicant shall be limited to a refund of the actual funds paid to RPE by Applicant pursuant to this Agreement, and the Rosati's Pizza Enterprises Parties and each of them shall have no other liability whatsoever to Applicant regardless of Applicant's allegations. A COURT MAY AWARD INJUNCTIVE RELIEF, BUT APPLICANT HEREBY WAIVES APPLICANT'S RIGHT TO COLLECT AND WILL HAVE NO AUTHORITY TO COLLECT PUNITIVE, EXEMPLARY, or CONSEQUENTIAL DAMAGES.

## **10. NON-ASSIGNMENT**

This Agreement is personal to Applicant and may not be assigned, sold or otherwise transferred by Applicant to any other person or entity without RPE's prior written consent, which RPE may withhold at its sole and absolute discretion. Execution of this Agreement is not dependent on Applicant executing any future agreements with Trainor, nor is it a guarantee that Trainor will accept Applicant to enter into any future Agreements with Trainor.

## **11. APPLICABLE LAW/CONSENT TO FORUM**

11.1 This Agreement and all of its provisions will be governed, interpreted and construed pursuant to the law of the State of Texas, which law will prevail in the event of any conflict of law; and the law of the State of Texas shall be used to enforce any and all rights and duties conferred by and which arise under this Agreement, provided, however, that if any of the provisions of this Agreement would not be enforceable under the laws of the State of Texas, those provisions will be interpreted and construed under the laws of the state of Applicant's principal address as set forth in the initial paragraph of this Agreement. The parties further acknowledge and agree that this Agreement and the relationship created by this Agreement will not be subject to the provisions of their states' Franchise Registration and Disclosure Law unless the Business is located in a state that requires it.

11.2 The parties agree that any cause of action by either party against the other must be filed in the United States District Court for the Western District of Texas, and the parties and all personal guarantors hereof do hereby waive all questions of personal and subject matter jurisdiction or venue for the purpose of carrying out this provision.

11.3 Nothing in this Agreement will bar RPE's right to apply for injunctive relief in any court of competent jurisdiction against threatened or actual conduct that will cause it loss or damages, under the usual equity rules, including the applicable rules for obtaining restraining orders and preliminary injunctions. Should RPE obtain a restraining order or preliminary injunction against Applicant, Applicant shall be liable for all of RPE's attorneys' fees and costs that are related to and/or arise from obtaining such relief.

## 12. NOTICES

Any and all notices, demands, and requests required or permitted under this Agreement will be in writing and will be personally delivered with a receipt or mailed by United States certified or registered mail, return receipt requested, postage paid or sent by a nationally recognized overnight courier service which provides evidence of receipt, to the respective parties at the following addresses unless and until a different address has been designated by written notice to the other party:

Notices to RPE:  
Rosati's Pizza Enterprises, Inc.  
1320 Arrow Point Drive Ste 50190,  
Cedar Park, TX 78613

Notices to Applicant:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

All notices delivered in the foregoing manner will be deemed to have been given at the time the return receipt is executed, and, in any event, no more than five (5) business days after the notice is mailed. If Applicant's address, as stated above, changes during the term of this Agreement, Applicant shall immediately notify RPE of that change in writing.

## 13. ENTIRE AGREEMENT

This Agreement, and the attachments to this Agreement constitute the entire, full and complete Agreement between RPE and Applicant concerning the subject matter of this Agreement and supersede all prior agreements. No other representation has induced Applicant to execute this Agreement, and there are no representations, inducements, promises or agreements oral or otherwise, between the parties not in this Agreement, which are of any force or effect with reference to this Agreement or otherwise. Except for those permitted to be made unilaterally by RPE under this Agreement, no amendment, change or variance from this Agreement will be binding on either party unless mutually agreed to by the parties and executed by their authorized officers or agents in writing. Nothing in this Agreement is intended to disclaim the representations RPE made in the Franchise Disclosure Document that RPE furnished to Applicant.

## 14. SEVERABILITY AND CONSTRUCTION

14.1 Except as expressly provided to the contrary in this Agreement, each portion, section, part, term and/or provision of this Agreement will be considered severable; and if for any reason a portion, section, part, term and/or provision in this Agreement is determined to be invalid and contrary to or in conflict with, any existing or future law or regulation by a court or agency having valid jurisdiction, that will not impair the operation of or have any other effect upon, the other portions, sections, parts, terms and/or provisions of this Agreement as may remain otherwise intelligible; and the latter will continue to be given full force and effect and bind the parties of this Agreement; and the invalid portions, sections, parts and/or provisions will be deemed not to be a part of this Agreement.

14.2 Nothing in this Agreement is intended, nor will be deemed, to confer any rights or remedies upon any person or legal entity other than RPE or Applicant.

14.3 Applicant expressly agrees to be bound by any promise or covenant imposing the maximum duty permitted by law which is contained within the terms of any provision of this Agreement, as though it were separately articulated in and made a part of this Agreement, that may result from striking from any of the provisions of this Agreement any portion or portions which a court may hold to be unreasonable and unenforceable in a final decision in which RPE is a party or from reducing the scope of any promise or covenant to the extent required to comply with such a court order.

14.4 All captions in this Agreement are intended solely for the convenience of the parties, and none will be deemed to affect the meaning or construction of any provision of this Agreement.

14.5 All references in this Agreement to the masculine, neuter or singular will be construed to include the masculine, feminine, neuter or plural, where applicable; and all acknowledgments, promises, covenants, agreements, and obligations in this Agreement made or undertaken by Applicant will be deemed jointly and severally undertaken by all those executing this Agreement on behalf of Applicant.

14.6 This Agreement may be executed in several parts, and each copy so executed will be deemed an original.

## **15. ACKNOWLEDGMENTS**

15.1 Applicant acknowledges and agrees that this Agreement is not a franchise agreement and does not grant to Applicant any right to use the RPE's Intellectual Property or any of Rosati's Pizza Enterprises, Inc.'s Marks in any manner.

15.2 Applicant hereby acknowledges and agrees that RPE's training on site selection does not constitute an assurance, representation or warranty of any kind, express or implied, as to the suitability of a particular site for the business or for any other purpose. RPE shall not be responsible for the failure of a particular site chosen by Applicant to meet Applicant's expectations as to revenue or operational criteria. Applicant further acknowledges and agrees that its selection of a prospective site for the operation of the business at the site is based on its own independent investigation of the suitability of the prospective Site.

15.3 Applicant hereby acknowledges having read this Agreement (and RPE's standard Franchise Disclosure Document) and having the opportunity to clarify all of the terms contained herein and to consult with an attorney or other professional advisor. Further, Applicant understands all of the terms contained in this Agreement and agrees to be bound by all of the obligations contained herein.

15.4 Applicant hereby acknowledges and agrees to enter into the then current RPE Establishment Agreement either concurrently or no later than Applicants completion of Site Selection and Real Estate Training as described above.

15.5 Applicant acknowledges that RPE's requirements are that the Applicant and the Applicant's manager must speak, read and write in English.

## **16. ATTORNEYS' FEES**

In the event that either party institutes a legal action that arises out of or relates to this Agreement, the prevailing party shall have the right to collect from the other party all attorney's fees and costs incurred in enforcing this Agreement and/or defending such an action.

**17. SURVIVAL**

Articles 10, 11, 13, 14 and any other provisions of this Agreement that by their terms extend beyond termination or expiration of this Agreement shall continue in full force and effect subsequent to and notwithstanding the termination or expiration of this Agreement.

**By providing the above-described Training the Applicant acknowledges: (1) Trainor does not have authority to control the day-to-day conduct and operation of Applicant’s business or employment decisions; and (2) Applicant and Trainor do not intend for Trainor to incur any liability to third parties in connection with or arising from any aspect of the Applicant’s use of the Training, whether or not in accordance with the requirements of the Site Selection and Real Estate Manual.**

**Nothing in this Agreement or any related agreement is intended to disclaim the representations Trainor / Franchisor made in the Franchise Disclosure Document. The submission of this Agreement to Applicant does not constitute an offer to Applicant, and this Agreement shall become effective only upon execution by Trainor and Applicant.**

**IN WITNESS WHEREOF**, the parties hereto, intending to be legally bound hereby have duly executed and delivered this Agreement on the Effective Date.

**TRAINOR / FRANCHISOR:**  
**ROSATI'S PIZZA ENTERPRISES, INC.**

**TRAINEE / APPLICANT INDIVIDUALS:**  
\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

[AND as individual(s)]

Signed: \_\_\_\_\_

Name printed: \_\_\_\_\_

**PERSONAL GUARANTY ADDENDUM**

In consideration of, and as an inducement to, the execution and delivery by Rosati's Pizza Enterprises, Inc. ("RPE") of the Site Selection and Real Estate Training Agreement, each of the undersigned individuals hereby personally and unconditionally, jointly and severally, (1) guarantees to RPE and its successors and assigns, for the term of the Agreement and thereafter as provided in the Agreement, that the Applicant shall punctually pay and perform every undertaking, agreement and covenant set forth in the Agreement (including without limitation the confidentiality and non-solicitation provisions in Section 8 of this Agreement), and (2) agrees to be personally bound by, and personally liable for the breach of, each and every provision of the Agreement as if the undersigned were the original signatories hereto. If any of the undersigned shall be husband and wife or similar civil union, the obligations of each such person under this personal guaranty shall be individual and joint and several.

**TRAINEE(S) / APPLICANT INDIVIDUAL(S)**  
**FOR:** \_\_\_\_\_

as individual(s) **OWNERS & PERSONAL**  
**GUARANTORS:**

Signed: \_\_\_\_\_

Name printed: \_\_\_\_\_

Membership/Ownership %: \_\_\_\_\_

**SCHEDULE 1 TO THE SITE SELECTION AND REAL ESTATE  
TRAINING AGREEMENT  
ONGOING FRANCHISE AGREEMENT REQUEST FORM  
One Form for all attendees must be submitted who will attend training  
(Submit once applicable)**

I certify that I have completed the following items, which are included, and am now eligible to sign my Ongoing Franchise Agreement and begin my RPE Ongoing Franchise Agreement training.

- Business Establishment Training Course
- Site Selection and Real Estate Training Course
- Franchise Application
- Background Check and Drug Test(s)

*Preferred Training Dates:* \_\_\_\_\_

*Business Name (Must have):* \_\_\_\_\_

*Contact Name:* \_\_\_\_\_

*Address:* \_\_\_\_\_

*City, State, Zip:* \_\_\_\_\_

*Phone:* \_\_\_\_\_ *Cell Phone:* \_\_\_\_\_

*Email:* \_\_\_\_\_

*Date:* \_\_\_\_\_

*Comments:* \_\_\_\_\_

\_\_\_\_\_

***Fax This Form to 512-535-0084 or Email to Processing@SLA.Law***

**This Form must be submitted to RPE prior to receiving the Ongoing Franchise Agreement.** Upon receipt of this Form Shelton Law & Associates, LLC will begin processing within three (3) business days the preparation of the Ongoing Franchise Agreement for Your execution now that Your Business Establishment, and Site Selection and Real Estate Course programs have been completed. You will receive the Ongoing Franchise Agreement either electronically or in duplicate from RPEs' attorneys directly.

**EXHIBIT E**  
**TO FRANCHISE DISCLOSURE DOCUMENT**  
**ROSATI'S PIZZA ENTERPRISES, INC.**  
**ONGOING FRANCHISE AGREEMENT**

\_\_\_\_\_

Rosati's Pizza of \_\_\_\_\_, Franchise Unit # \_\_\_\_\_

Restaurant Address: \_\_\_\_\_



*By and Between*

**ROSATI'S PIZZA ENTERPRISES, INC., FRANCHISOR**

*and*

**FRANCHISEE COMPANY, LLC, FRANCHISEE**

**SUMMARY PAGE(S)**

<b>EFFECTIVE DATE:</b>	
<b>FRANCHISEE:</b>	
<b>FRANCHISEE'S ADDRESS FOR NOTICES:</b>	
<b>TELEPHONE NUMBER:</b>	
<b>E-MAIL ADDRESS:</b>	
<b>FRANCHISED LOCATION:</b>	
<b>SITE SELECTION AND REAL ESTATE TRAINING COURSE FEE:</b>	Ten Thousand Dollars (\$10,000.00) for access to the information provided in the Site Selection and Real Estate Training Manual
<b>BUSINESS ESTABLISHMENT TRAINING COURSE FEE</b>	Twenty-Five Thousand Dollars (\$25,000.00) for access to the information provided in the Business Establishment Training Manual
<b>DISCOUNTS:</b>	Veteran Discount, when a DD-214 Form is provided, Franchisee receives \$8,750.00 (or 25%) off of the Initial Fees for U.S. military who would be eligible for the VetFran membership
<b>INITIAL FRANCHISE FEE:</b>	Zero Dollars (\$0.00) for a single unit. Franchisor acknowledges previous receipt of the Site Selection and Real Estate Training Course Fee and the Business Establishment Training Course Fee
<b>REFERRAL FEE:</b> (If applicable)	_____, an existing franchisee of another location has qualified for discretionary referral fee of up to Five Thousand Dollars (\$5,000.00)
<b>INITIAL TERM:</b>	Twenty (20) years
<b>ROYALTY FEE:</b>	Five percent (5%) of Gross Sales
<b>NATIONAL ADVERTISING FUND CONTRIBUTION:</b>	Three Hundred Fifty Dollars (\$350.00) per month or one percent (1%) of Gross Sales, whichever is higher
<b>ANNUAL CONVENTION FEE:</b>	If activated, Seven Hundred Fifty Dollars (\$750.00) for two attendees
<b>RENEWAL FEE:</b>	The Renewal fee is equal to Five Thousand Dollars (\$5,000.00) due at the time of submitting the request to renew.
<b>RENEWAL TERM:</b>	Franchisee's right to a successor franchise is limited to One (1) successive term of ten (10) years
<b>TRANSFER FEE:</b>	Transfer Fee payable to Franchisor upon notice is one-half of the then-current Initial Fees, currently Seventeen Thousand Five Hundred Dollars (\$17,500.00)
<b>TECHNOLOGY FEE:</b>	Four Hundred Fifteen Dollars (\$415.00) per month currently for the POS, the phone system and the online ordering system, subject to change
<b>TECHNOLOGY SETUP FEE:</b>	Fifteen to Twenty-Five Thousand Dollars (\$15,000.00 to \$25,000.00) for a Carryout/Delivery Restaurant; or Twenty to Forty Thousand Dollars

	(\$20,000.00 to \$40,000.00) for a Sports Pub, must be paid prior to opening, plus \$1,428.00 per year in maintenance, subject to change
<b>REPLACEMENT OF OPERATION MANUAL FEE:</b>	Franchisee will pay the Five Hundred Dollar (\$500.00) fee if Franchisor must supply another copy of Manual, whether in electronic or a hard copy version. This is a penalty, not a replacement cost, for not keeping Franchisor's Confidential Information safe
<b>MINIMUM MONTHLY GROSS SALES:</b>	Beginning on the first anniversary of the opening of the Franchised Business, You must maintain average monthly Gross Sales over each consecutive three (3) calendar month period of at least Twenty-Five Thousand Dollars (\$25,000.00)
<b>SITE SELECTION DEADLINE DATE:</b>	_____, pursuant to Section 2.3
<b>TRAINING DEADLINE DATE:</b>	_____, pursuant to Section 16.4
<b>OPEN FOR BUSINESS DEADLINE DATE:</b>	_____, pursuant to Sections 5.4 and 16.2
<b>FRANCHISEE'S TERRITORY:</b>	(A portion of ) The Metropolitan Statistical Area, MSA ____
<b>MEDIATION REQUIRED:</b>	Mediation required in the State of Texas for all disputes
<b>FRANCHISE LOCATION IDENTIFIER:</b>	The Approved Location shall be known as "Rosati's Pizza of _____", Rosati's Franchise Unit # _____
<b>FRANCHISOR ADDRESS FOR NOTICES:</b>	Rosati's Pizza Enterprises, Inc. 1320 Arrow Point Drive Ste 50190 Cedar Park, TX 78613  with copy to:  Rosati's Pizza Enterprises, Inc. c/o Shelton Law & Associates, LLC 3235 Sunrise Blvd., Ste 1 Rancho Cordova, CA 95742
<b>ACH BANKING INFORMATION FOR FRANCHISEE'S ELECTRONIC DEPOSITORY TRANSFER ACCOUNT:</b>	Financial Institution Name: _____  Branch: _____  City: _____ State: _____ Zip: _____  Phone: _____  ACH/Routing Number: _____ (Must be Nine Digits)  Account Number: _____

**Even though this Ongoing Franchise Agreement contains provisions requiring Franchisee to operate the Franchised Business in compliance with the System: (1) Franchisor does not have authority to control the day-to-day conduct and operation of the Franchised Business or employment decisions; and (2) Franchisee and Franchisor do not intend for Franchisor to incur any liability to third parties in connection with or arising from any aspect of the System or Franchisee's use of the System, whether or not in accordance with the requirements of the Manual.**

**Nothing in this Ongoing Franchise Agreement or any related agreement is intended to disclaim the representations Franchisor made in the Franchise Disclosure Document. The submission of this Ongoing Franchise Agreement to Franchisee does not constitute an offer to Franchisee, and this Ongoing Franchise Agreement shall become effective only upon execution by Franchisor and Franchisee.**

**IN WITNESS WHEREOF**, the parties hereto, intending to be legally bound hereby have duly executed and delivered this Ongoing Franchise Agreement on the Effective Date, and hereby accepts and approves the attached Franchise Agreement, with its Exhibits 1-13. Franchisee hereby acknowledges that the Exhibits include Non-Solicitation and Non-Disclosure items, Personal Guaranty's, and the requirement to abide by the laws under the United States Department of Homeland Security to name just a few. This Ongoing Franchise Agreement was requested to be sent electronically for ease of signing, and is hereby acknowledged by the Parties that both Parties have and had the ability prior to signing to review the final Ongoing Franchise Agreement in its entirety and the ability to have it reviewed by their respective legal and financial counsel or advisors of their choosing.

The Parties intend to be bound by all the terms of the Franchise Agreement and all its attached Exhibits, including specifically, the clauses and terms of:

- Non-Disclosure and Non-Solicitation Agreement attached as Exhibit 2
- The Guaranty and Assumption of Obligations attached as Exhibit 3
- Holders of a Legal or Beneficial Interest in Franchisee; Officers, Directors and Managers attached as Exhibit 4
- The Applicable State Addendum attached as Exhibit 5
- Marks and the Trademark Guidelines attached as Exhibit 6
- Franchise Disclosure Questionnaire attached as Exhibit 7
- ACH Authorization Agreement attached as Exhibit 8
- Telephone Number Assignment Agreement and Power of Attorney attached as Exhibit 9
- Credit and Security Agreement attached as Exhibit 10
- Territory attached as Exhibit 11
- Lease Addendum attached as Exhibit 12
- Homeland Security Agreement attached as Exhibit 13

**FRANCHISEE:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**GUARANTY AND OBLIGATIONS OF GUARANTORS, PURSUANT TO EXHIBIT 3 ATTACHED**

**FRANCHISEE PERSONAL GUARANTOR**

**FRANCHISEE PERSONAL GUARANTOR**

\_\_\_\_\_  
Personally and Individually (Printed Name)

\_\_\_\_\_  
Personally and Individually (Printed Name)

\_\_\_\_\_  
Personally and Individually (Signature)

\_\_\_\_\_  
Personally and Individually (Signature)

HOME ADDRESS

HOME ADDRESS

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

TELEPHONE NO.: \_\_\_\_\_

TELEPHONE NO.: \_\_\_\_\_

PERCENTAGE OF OWNERSHIP

PERCENTAGE OF OWNERSHIP

IN FRANCHISEE: \_\_\_\_\_ %

IN FRANCHISEE: \_\_\_\_\_ %

Social Security #: \_\_\_\_\_

Social Security #: \_\_\_\_\_

**IN WITNESS WHEREOF**, the Franchisor hereby agrees to award the attached Ongoing Franchise Agreement opportunity to the above listed individuals and their legal entity, listed as the Franchisee, based upon the terms and conditions contained in this Ongoing Franchise Agreement, and all its Exhibits currently numbered 1 through 13.

**FRANCHISOR:**

**ROSATI'S PIZZA ENTERPRISES, INC.**

By: \_\_\_\_\_

Name: Darren Schmitt

Title: Director and Treasurer

# ONGOING FRANCHISE AGREEMENT

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## **ONGOING FRANCHISE AGREEMENT**

## **ONGOING FRANCHISE AGREEMENT**

This Ongoing Franchise Agreement (also known as “Franchise Agreement”) made as of the Effective Date shown on the Ongoing Franchise Agreement Summary Page(s) (“Summary Page”) by and between the Franchisor, shown on the Summary Page, (hereinafter also known as “We,” “Us,” “Our,” “Ourselves,” “Franchisor, ” “RPE” or “Rosati’s”) and the Franchisee, shown on the Summary Page (“Franchisee,” “You,” and “Your”).

**WHEREAS**, Franchisor has developed, and is in the process of further developing, a System identified by the trademark “Rosati’s Pizza” and relating to the establishment and operation of a Franchised Business (hereinafter “Franchised Business” or “RPE”) through a high quality, pizza restaurant or sports pub business that may include providing or serving pizza, calzones, wings, pastas, Italian sandwiches, appetizers, salads, Cannoli’s and Zeppole’s, and other Italian restaurant items, and

**WHEREAS**, Franchisor has developed a business plan and method of establishing, conducting and operating the Franchised Business that emphasizes prompt and courteous service in a friendly and helpful atmosphere which is intended to be attractive to patrons and utilizes certain standards, specifications, methods, procedures, techniques, management techniques, proprietary marks, commercial symbols, trade dress, Know-How and other proprietary or confidential information, as they may be improved and further developed from time to time, hereafter by Franchisor (the “System”); and

**WHEREAS**, the distinguishing characteristics of the System include, without limitation, the trade names, Know-How, trademarks, trade dress, and service marks, associated logos and symbols set forth on Exhibit 6 attached hereto and made a part hereof by reference, and such other marks as Franchisor may develop from time to time hereafter and designate for use in connection with the System (singularly referred to as the “Mark” and collectively referred to as the “Marks”); the trade dress of the Franchised Business; signage, decorations, equipment, and furnishings and materials, as necessary; the Rosati’s Operations Manual; uniform operating methods, procedures and techniques; methods and techniques for inventory and cost controls, record keeping, reporting, personnel management, and purchasing (all of which may be improved and further developed by Franchisor from time to time); and all such Marks and other distinguishing characteristics being owned by or licensed to Franchisor; and

**WHEREAS**, Franchisor grants to qualified persons and business entities the right to own and operate the Franchised Business using the System and the Marks; and

**WHEREAS**, Franchisee has successfully completed the Site Selection and Real Estate Training Course and the Business Establishment Training Course, desires to operate a Franchised Business, and has applied for an Ongoing Franchise Agreement and such application has been approved by Franchisor in reliance upon all of the representations made herein and therein; and

**WHEREAS**, Franchisee acknowledges that it is essential to the maintenance of the high standards of the System, and to the preservation of the integrity of the System and the Marks as well as the goodwill of the Franchisor, that each franchisee in the System maintain and adhere to certain uniform standards, procedures and policies hereinafter described, and operate the Franchised Business in strict conformity with Franchisor’s standards and specifications; and

**WHEREAS**, Franchisor has developed, and continues to develop, use, protect, and control the Marks for the benefit and exclusive use for itself and its franchisees in order to identify for the public the

source of the products and/or services marketed under the System, and to represent the System's high standards of quality; and

**WHEREAS**, the establishment and maintenance of a close working relationship with Franchisee and Franchisee's adherence to the tenants of Franchisor's System constitute the essence of this Ongoing Franchise Agreement; and

**WHEREAS**, Franchisee desires, upon the terms and conditions set forth herein, to enjoy the benefits of operating under the System and of using the Marks and to be licensed to operate a Franchised Business in strict accordance with the standards and specifications of the System; and

**WHEREAS**, Franchisee has had a full and adequate opportunity to be thoroughly advised of the terms and conditions of this Ongoing Franchise Agreement by counsel of its own choosing; and

**WHEREAS**, Franchisee acknowledges that Franchisor requires that the Franchisee and its managers must speak, read and write in English; and

**WHEREAS**, Franchisor is willing to grant Franchisee a license under the System and the Marks to operate a Franchised Business, subject to Franchisee's strict compliance with the terms and conditions of this Ongoing Franchise Agreement and in reliance upon Franchisee's representations made in this Ongoing Franchise Agreement and in Franchisee's application to become a Franchisee under the System.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

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## ARTICLE 1 - DEFINITIONS

*Note: All dollar amounts or percentage amounts stated or used in the Ongoing Franchise Agreement and any Addenda may, in Our sole discretion, be adjusted as of January 1<sup>st</sup> of each year in proportion to the changes in the CPI (Consumer Price Index) (U.S Average, all items) maintained by U.S Department of Labor (or such equivalent index as may be adopted in the future) between January 1<sup>st</sup> of the previous year and January 1<sup>st</sup> of the then-current year (the "Index"). Each adjustment will be made effective as of January 1<sup>st</sup> based on the January Index, but the 1<sup>st</sup> adjustment will not be made until the 2<sup>nd</sup> January following the Agreement Date (i.e., for an Agreement Date of July 1, 2024, the 1<sup>st</sup> adjustment would be effective as of January 1, 2026). Our failure to adjust any fixed dollar amounts due to changes in the Index at any time does not constitute a waiver of Our right to make future adjustments. However, We will not impose such adjustments retroactively.*

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

**"Additional Training"** means Franchisor shall charge Two Hundred Fifty Dollars (\$250.00) per day for additional training for additional trainees at Franchisor's facility. Further description and requirements can be found in the terms contained in Section 8.7;

**"Additional Operations Assistance"** means upon Franchisee's request, and Franchisor approval, Franchisor may provide additional operations assistance to the benefit of Franchisee, for no more than sixty (60) days or the number of maximum days and at the rates published in the Manual (as defined below); currently, per diem costs of Two Hundred Fifty Dollars (\$250.00) plus Franchisor's expenses. Further description and requirements can be found in the terms contained in Section 8.9;

**"Advertising"** means any form of promotion regarding the Franchised Business. All advertising must be pre-approved in writing by the Franchisor. The Franchisor has fourteen (14) days from the date of receipt, to approve the submitted advertising, otherwise it is deemed denied and Franchisee shall not use the submitted advertising;

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

**"Agreement"** means this agreement entitled "Rosati's Pizza Enterprises, Inc. Ongoing Franchise Agreement" and all instruments supplemental hereto or in amendment, exhibit or confirmation hereof;

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

**"Approved Supplier(s)"** means only those companies, and vendors who provide the services, product items, supplies, signs, equipment and other items Franchisor from time to time approves (and which are not thereafter disapproved) and that comply with Franchisor's specifications and quality standards. Franchisor shall provide Franchisee, in the Manual or other written or electronic form, with a list of Approved Suppliers. Further description and requirements can be found in the terms contained in Section 13.1;

**"Business Establishment Training Course Fee"** means the Twenty-Five Thousand Dollars (\$25,000.00) amount paid by Franchisee to Franchisor for access to the Business Establishment Manual provided under the Business Establishment Training Course Agreement;

“**CPI**” means the Consumer Price Index, as further discussed in Article 3 of this Ongoing Franchise Agreement;

“**Competitive Business**” (aka Competing Businesses) means any business that offers or provides (or grants franchises or licenses to others to operate a business that offers or provides) pizza or Italian food items that are offered or supplied by Rosati's franchisees at the date of Franchisee's termination or separation from Franchisor, which are the same as or similar to those provided by Rosati's Businesses (as defined below) or in which Trade Secrets (as defined below) or other Confidential Information (as defined below) could be used to the disadvantage of Franchisor, any Affiliate or Franchisor's other Franchisees; provided, however, that the term “Competitive Business” shall not apply to (a) any business operated by Franchisee under an Ongoing Franchise Agreement with Franchisor, (b) any business operated by a publicly-held entity in which Franchisee owns less than a five percent (5%) legal or beneficial interest, (c) any business operated by Franchisee or its Affiliate(s) that has been disclosed, in writing, to Franchisor and Franchisor has acknowledged in writing, prior to the Effective Date of this Agreement or (d) any business such as a marketing or scheduling company whose primary business is not affiliated with the pizza industry;

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

“**Cooperative Advertising**” means the combined advertising program that more than one (1) franchisee established within a common market for Rosati's Businesses within a particular region. Franchisee will pay an equal amount as all other franchisees in the Cooperative;

“**Covered Person**” means (i) the individual executing this Agreement as Franchisee; (ii) each officer, director, shareholder, member, manager, trustee or general partner and Manager of Franchisee and each Franchisee Affiliate if Franchisee is a Business entity; and (iii) the spouse, adult children, parents, collaterals or siblings of the individuals included in (i) and (ii). A collateral relative is any blood relative who is not your direct ancestor. Franchisee ancestors are the individuals included in (i) and (ii)'s parents, grandparents, great-grandparents, etc., and their collateral relatives are cousins, nieces, nephews, aunts, uncles, siblings, etc. Covered Person shall mean an individual who falls within the identified categories where on the Effective Date or later during the Term of this Agreement, and all successive Renewal Agreements;

“**Customer(s)**” means any person or entity that purchases or receives goods or services from Franchisee, as applicable;

“**Customer Service Fees**” means the reimbursement of costs and expenses to Franchisor by Franchisee if Franchisor determines it is necessary for Franchisor to provide service directly to the Franchisees Customer(s), pursuant to Section 13.8;

“**Designated Manager**” means the person designated in writing by Franchisee and approved in writing by Franchisor who has primary responsibility for managing the day-to-day affairs of a Rosati's Business, and if Franchisee is an individual and not a business entity, the Designated Manager shall initially be the Franchisee;

**“Effective Date”** means the date set forth in the introductory paragraph of this Ongoing Franchise Agreement which commences this Ongoing Franchise Agreement’s effectiveness and term;

**“Electronic Depository Transfer Account”** means an account established at a national banking institution by Franchisee, and approved by Franchisor in which Franchisor has access to electronically withdraw any funds due from Franchisee to Franchisor;

**“Former Franchisee”** means any Rosati's franchisees that have been terminated or whose franchise agreements have expired naturally under the terms of those Franchise Agreements;

**“Franchise”** means the right granted to Franchisee by Franchisor to use the System and the Marks, while not in breach or default of the Ongoing Franchise Agreement;

**“Franchised Business”** means the business to be established and operated by Franchisee pursuant to this Ongoing Franchise Agreement, often also referred to as the Rosati's Business, which shall have the same meaning;

**“Franchise Location Identifier”** means the Franchisor approved identifier for Franchisee’s Franchised Business, as listed on the Summary Page, to be used in consumer and public-facing marketing, fictitious name filings, and other related uses;

**“Franchisee”** means the individual or entity defined as “Franchisee” in the introductory paragraph of this Ongoing Franchise Agreement;

**“Franchisor”** means Rosati’s Pizza Enterprises, Inc. as described in the introductory paragraph of this Ongoing Franchise Agreement;

**“Franchisor Indemnitees”** means Franchisor, all holders of a legal or beneficial interest in Franchisor and/or any corporate parent, any corporate subsidiaries, successors, assigns, and designees of Franchisor or any Affiliate and their respective directors, officers, employees, agents, shareholders, designees, and representatives of each, members, partners, owners, employees, agents, successors and assigns as further discussed in Section 21.3;

**“Good Cause”** means the failure of Franchisee to substantially comply with the lawful requirements imposed upon Franchisee by this Ongoing Franchise Agreement;

**“Good Faith”** means the honest intent to act without taking an unfair advantage over another person or to fulfill a promise to act, even when some legal technicality is not fulfilled. Franchisee has a duty to act according to the Implied Covenant of Good Faith and Fair Dealing with Franchisor;

**“Gross Sales”** means the aggregate of all income Franchisee receives from Customers (and any other person, business or entity) derived directly or indirectly from the Franchised Business for the purchase or provision of any product or service (such as food, beverage, liquor, catering and other products and services provided), including on-premises sales, as well as off-premises sales from temporary locations such as trucks, booths and handcarts; at special events such as neighborhood festivals, carnivals, charitable events and the like (“Special Events” as defined below); and monies derived at or away from the Franchised Business, whether for cash, check, credit or other forms of acceptable payment, regardless of the dollar amount Franchisee sells each product or service for, including, without limitation, all proceeds from any business interruption and service charges in lieu of gratuity, but excluding (a) any sales and equivalent taxes that Franchisee collects for or on behalf of and pays to any governmental taxing authority, (b) the amount

of all coupons redeemed at the restaurant (but only if coupons have been previously approved by Franchisor and only if such coupons have been included in Gross Sales), (c) charges for delivery, (d) all check, cash, credit or debit card refunds made in Good Faith, provided, prior to granting the refunds, the revenue related to the refunds was included in Gross Sales, and (e) any rebate Franchisee receives from a manufacturer or supplier;

**“Gross Sales Reports”** has the meaning given to such term in Section 12.2;

**“Implied Covenant of Good Faith and Fair Dealing”** means that Franchisee will act in Good Faith and deal fairly without breaking their word, using shifty means to avoid obligations or denying what the other party obviously understood;

**“Incapacity”** means the inability of Franchisee to operate or oversee the operation of the Franchised Business on a regular basis by reason of any continuing physical, mental or emotional condition, chemical dependency or other limitation;

**“Internet”** means any one (1) or more local or global interactive communications media that is now available or that may become available, including, but not limited to, sites and domain names on the World Wide Web (1), (2) and (3);

**“Initial Fees”** means paying the training course fees totaling Thirty-Five Thousand Dollars (\$35,000.00) for both course certifications, which include Business Establishment Training Course Fee of Twenty-Five Thousand Dollars (\$25,000.00), and the Site Selection and Real Estate Training Course Fee of Ten Thousand Dollars (\$10,000.00), Additional terms are contained in Section 3.1;

**“Initial Term”** shall be twenty (20) years as more fully defined in Section 4.1;

**“Initial Training”** shall have the meaning as described in Section 8.1;

**“Insurance Requirements”** means Franchisee shall procure within thirty (30) days of the Effective Date, and maintain in full force and effect during the term of this Agreement, the types of insurance listed below from an A.M. Best’s Key Rating Guide designation of a A- or better rated Insurance company. Franchisee, pursuant to Article 15 of this Agreement, shall have a minimum amount of coverage on the Franchised Business, in the following categories:

- a) “all risk” property insurance, including business interruption insurance, customarily obtained by similar businesses in Franchisees general area to cover, at a minimum, all assets including inventory, furniture, fixtures, equipment, supplies and other property used in the operation of the Rosati's Franchised Business;
- b) General commercial liability insurance, including Cyber Liability coverage, in an amount of not less than \$1,000,000.00 per occurrence with a \$2,000,000.00 general aggregate;
- c) Comprehensive general liability insurance, including products and contractual, in an amount of not less than \$1,000,000.00 per occurrence with a \$3,000,000.00 general aggregate;
- d) Workers’ compensation insurance for statutory limits and employer’s liability insurance in an amount not less than \$100,000.00;
- e) Sexual/physical abuse insurance of not less than \$1,000,000.00 per occurrence with a \$2,000,000.00 general aggregate;

f) Automobile liability coverage, including coverage of owned, non-owned and hired vehicles with coverage in amounts not less than \$1,000,000.00 combined single limit.

**“Late Fee” and “Insufficient Funds Fee”** means One Hundred Dollars (\$100.00) as a late fee per incident plus two percent per month (2%) interest; plus legal late and bank fees, if applicable;

**“Local Advertising Spend”** means the amount spent on Local Advertising. There is currently no minimum amount required to be spent, however, there may be in the future upon the required notice, further discussed in Section 3.4;

**“Local Advertising”** means the services required to fulfill Franchisee’s local marketing requirements through Franchisee's own effort or by contracting with an Approved Supplier, if any. Marketing methods utilized may include but not be limited to those contained within the Manual, and approved advertising materials such as Newspaper ads, Direct Mail, Coupon Direct Mail CoOps, Print Media and Business to Business marketing efforts within Franchisees Territory, and non-monetary sponsorships within the community or gifts to select Customers in the community, such as military, police, fireman or other service people. Requirements for Local Advertising are further discussed in Sections 3.4 and 11.1;

**“Manual”** means the Rosati's Operations Manual, which consist of one (1) or more separate manuals and other materials as designated by Franchisor and may be in written or electronic form, and any other items as may be provided, added to, changed, modified or otherwise revised by Franchisor from time to time. They include or contain or describe the standards, methods, procedures and specifications of the System, including other operations, administration and Managers’ manuals and all books, computer programs, password-protected portions of an Internet site, pamphlets, memoranda and other publications prepared by or on behalf of, Franchisor. Replacement costs are as stated on the Summary Pages of this Agreement;

**“Marketing Fund”** shall have the same meaning as National Advertising Fund;

**“Marketing Fund Contributions”** shall have the same meaning as National Advertising Fund Contributions;

**“Marks”** means the trademark “Rosati's Pizza” and such other trade names, trademarks, service marks, trade dress, designs, graphics, logos, emblems, insignia, fascia, slogans, drawings, patents and other commercial symbols as Franchisor may designate to be used in connection with Rosati's Businesses, whether or not registered or recognized by the U.S. Patent and Trademark Office or any other Agency no matter where located. Registered Marks are shown on Exhibit 6 attached hereto;

**“Minimum Monthly Gross Sales”** means the stated amount on the Summary Page, pursuant to the terms in Section 2.7;

**“National Advertising Fund”** means the collective fund supplied by the National Advertising Fund Contributions (as defined below) by all franchisees which allows the Franchisor to establish and administer national or regional marketing, pursuant to the terms in Section 11.3; Franchisor anticipates not utilizing any amount towards administration fees;

**“National Advertising Fund Contribution”** means the payment of Three Hundred Fifty Dollars (\$350.00) per month or one percent (1%) of Gross Sales, whichever is greater, to Franchisor following the

date that a Rosati's Business (defined below) is open to the public, collected by ACH, on the first Thursday of each month for the previous month, from the electronic depository transfer accounts, for the previous month ending the last full day of the preceding month, which will be credited to the collective National Advertising Fund, pursuant to the terms in Section 3.3,

**“National or Regional Meetings”** means that Franchisor provides annual training at the National or Regional Meeting aka Annual Convention, and that Franchisor will provide all entrance fee costs for up to two people. Franchisees attendance is mandatory. Franchisee shall pay for all expenses including travel, room and board, annually. If Franchisee signs the Ongoing Franchise Agreement during the months of September through June, Franchisee shall prepay the first years National Convention Fee, as stated on the Summary Page or in the Manual, upon signing the Ongoing Franchise Agreement. Additional attendees are recommended and will be billed at Five Hundred Dollars (\$500.00) per additional attendee. If Franchisee fails to attend the Annual Convention, Franchisee will incur an additional non-attendance penalty of Three Thousand Dollars (\$3,000.00) or as listed in the Manual. Further description and requirements can be found in the terms contained in Section 8.10;

**“Non-Traditional Location(s)”** describes a location which is not a traditional Rosati's® location. Such locations include but are not limited to sporting venues and convention halls; state and national parks; airports, train depots and other transit centers; hotels; cruise ships; college and university campuses; state and federal military installations; underwater structures; and any building or structure not permanently affixed to the ground;

**“Opening” (or “Grand Opening”)** shall be defined as the time period of thirty (30) days directly before, and continuing through sixty (60) days directly following the date the Franchised Business is anticipated to be open to the public;

**“Opening Advertising” (or “Grand Opening Advertising”)** has the meaning given to such term in Section 11.1;

**“Prospective Supplier Evaluation”** means the reimbursement of all costs associated with the obtaining of the approval of new or prospective product or suppliers and all costs associated with that process, plus the payment of a \$250.00 fee, if Franchisee wishes to have Franchisor test out a new supplier. The new supplier will go through a ninety (90) day approval timeframe and test marketing. Test marketing shall consist of a minimum of ninety (90) days and must be tested at the Franchisee's location as well as possibly a corporate store. For additional requirements see “Vendor and Product Approval Requirements” below;

**“Refresh, Refurbishment and Modification to the System”** means Franchisee shall refresh the floors, walls, seating and signage including vehicle wraps, if you have them, to like-new condition at minimum every three (3) years or as needed to maintain the like-new condition. The expense of such maintenance shall be borne by Franchisee and shall be in addition to any required System modifications, as described in Section 10.2. Further, Franchisee shall be required to refurbish and update the Approved Location throughout the term of this Agreement as necessary and/or as directed by Franchisor with an overall refurbishment every seven (7) years, if the Rosati's Business is open to vendors, contractors or the public.

**“Relocation Fee”** would be paid only in the event if it is agreed upon in writing by both Franchisee and Franchisor, that Franchisee is allowed to relocate the Franchised Business. If approved, Franchisee will owe a Zero Dollars (\$0.00) relocation evaluation fee or as updated in the Manual from time to time, payable to Franchisor. Any such relocation will be at Franchisee's sole expense, and must follow the requirements

of Section 5.8 of this Agreement including all timeframes. Franchisor has the right to charge for any costs incurred in providing assistance to Franchisee, including, legal and accounting fees.

**“Required Pricing Parameters”** means that Franchisee cannot discount the product / services more than twenty percent (20%) below the stated Suggested Retail in the Manual, which Franchisor can modify from time to time with thirty (30) days’ notice to Franchisee. Additionally, Franchisee is required to honor all pricing published in national advertisements for products and services;

**“Renewal Fee”** means the amount equal to Five Thousand Dollars (\$5,000.00) due at the time of submitting the written request to renew the Ongoing Franchise Agreement for another Term of ten (10) years (“Renewal Term”) not less than two hundred seventy (270) days prior to the end of the Initial Term. Then Franchisee will, not less than two hundred ten (210) days prior to the expiration of the Initial Term, execute the then-current form of the Ongoing Franchise Agreement. Franchisor shall have the right to inspect the Location and notify Franchisee, pursuant to Section 10.2, of all requirements for maintenance and refurbishment, at least ninety (90) days prior to the expiration of the Initial Term. Franchisee shall agree to complete at its expense and to Franchisor's satisfaction all maintenance, refurbishing, renovating, and remodeling required by Franchisor's notice no later than thirty (30) days prior to expiration of the Initial Term. Additional terms are contained in Section 4.2;

**“Rosati’s Business”** means a branded location with the Rosati’s Marks. Franchisee’s Franchised Business is one of the Rosati’s Businesses;

**“Royalty Fee”** means paying Franchisor for the limited right to use the Franchisor’s Tradename, System and Marks at the rate of five percent (5%) of Gross Sales every Thursday, by ACH from the Electronic Depository Transfer Account every Thursday, for the previous week ending the previous reporting period, pursuant to the terms in Section 3.2, including the right to raise this fee as stated in Article 3;

**“Site Selection and Real Estate Training Agreement Fee”** means the payment of Ten Thousand Dollars (\$10,000.00) previously paid to the Franchisor for access to the information provided in the Site Selection and Real Estate Training Course governed by the previously executed Site Selection and Real Estate Training Agreement;

**“Social Media”** means online content created by individuals and/or entities using highly accessible and scalable publishing technologies through their desktop computer, laptop computer, smart phones, mobile phone or by other means available in the future. Social Media allows individuals and/or entities to connect in the online world to form relationships for personal and business use. The definition of Social Media includes user-generated content and consumer-generated media. Social Media occurs in many different forms, including, but not limited to, Internet forums, weblogs, social blogs, wikis, podcasts, pictures and videos. Technologies for Social Media include, but are not limited to: blogs, picture-sharing, vlogs, wall-postings, e-mail, instant messaging, music-sharing, crowdsourcing, and voice over IP, to name a few. Some examples of Social Media sites and/or applications are Google Groups (reference, social networking), Wikipedia (reference), MySpace (social networking), Facebook (social networking), and yelp.com (product reviews), Youmeo (social network aggregation), YouTube (social networking and video sharing), Avatars United (social networking), Second Life (virtual reality), Flickr and Instagram (photo sharing), X (social networking and microblogging), LinkedIn (business social media), Open Diary (blogging) and other microblogs such as X and Jaiku, among others. This list is not inclusive and shall mean all Social Media available now and created in the future;

**“Special Assistance”** means if Franchisor must deal directly with the Franchisee’s Customers, Franchisee’s vendors or others directed by Franchisee, Franchisee will pay the Additional Assistance fee equal to the then-current daily rate as set forth in the Manual. Additionally, Franchisor has the right to

require that the Franchisee, Clinic Director, Franchisee's other managers and/or employees attend ongoing training programs or seminars. Further description and requirements can be found in the terms contained in Section 8.6;

**"System"** means the Marks, the trade dress, uniform standards, methods, procedures and specifications developed by Franchisor and as may be added to, changed, modified, withdrawn or otherwise revised by Franchisor for the operation of Rosati's Businesses. The Rosati's<sup>®</sup> System is for the operation of a unique business dealing in pizza and Italian food. The Rosati's system includes among other things, confidential operating procedures, a management program, and accounting procedures;

**"Technology Fee"** means the monthly contribution by Franchisee in the amount stated on the Summary Page of this Agreement and in Software Fee above, to pay for the Technology used in connection with the Franchised Business, and subject to change with thirty (30) days' notice, further discussed in Section 3.7;

**"Technology Setup Fee"** means the initial setup costs as state on the Summary Page of this Agreement, to ensure Franchisee's Technology is ready upon the Opening of the Franchised Business, as further discussed in Section 3.7;

**"Temporary Management Fee"** means the fee paid, as published in the Manual, currently, three percent of the daily Gross Sales plus Two Hundred Fifty Dollars (\$250.00) for Franchisor to assume operation of the Franchised Business until the deceased or incapacitated Franchisee owner's interest is transferred to a third-party approved by Franchisor, for up to a maximum of sixty (60) days. This fee is charged during the time Franchisor is operating the Franchised Business plus reimbursement of any expenses incurred that are not paid out of the operating cash flow of the Franchised Business; further discussed in Section 8.8

**"Termination Date"** also known as Date of Termination, means the date when the Franchisee no longer has time to cure any Defaults under this Agreement, pursuant to Article 16;

**"Territory"** has the meaning given to such term in Section 2.5, as well as Exhibit 11;

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

**"Traditional Location"** describes a location that meets the criteria of an approved Rosati's Business, which includes size, demographics, and psychographics, as further described in the Manual;

**"Training Timelines"** means Franchisor shall provide, and Franchisee and their Manager must successfully complete in conjunction with beginning operation of the Franchised Business, four levels of training, a Pre-Training; the Initial Training; the Soft Opening Training which shall be completed prior to opening to the general public; and the Opening Program, which includes a total of three to five (3 to 5) weeks of training at the Franchised Business through Opening. Additional trainees or a returning / retraining trainee will be charged a per day fee of Two Hundred Fifty Dollars (\$250.00) for the training. The following amount of training will occur during each phase of the Onboarding and Opening periods:

<u>Training Level</u>	<u>Amount of Training</u>
Pre-Training Courses	fifty-nine (59) hours of Business Establishment training, and thirty-three (33) hours of Site Selection and Real Estate training.
Initial Training Program	two (2) calendar week(s) minimum of classroom training and on-the-job initial training program, at our location. We offer unlimited amount of Initial Training, up to three (3) months upon request.
Soft Opening (at the Franchised Business)	five (5) day(s) of operation with the staff and the Family & Friends Soft Opening assistance and Pre-Live Opening assistance
Live Opening	one (1) business day(s) of Franchisor's presence associated with Franchisee's Opening Day
Post Opening Assistance	two (2) weeks minimum operations assistance post opening at the Franchised Business. Franchisor may extend the timeframe if deemed needed to four (4) weeks.

**“Transfer”** means changing owner or ownership of an interest in the Franchise, the Ongoing Franchise Agreement, the Approved Location, the Franchised Business’ assets or the Franchisee entity;

**“Transfer Fee”** means paying the Franchisor One-half of the then-current Initial Fees, currently Seventeen Thousand Five Hundred Dollars (\$17,500.00) for transferring Franchisee’s Franchised Business to another individual or entity or a lesser amount if Transferee is already a Franchisee of the System. Further described in Section 18.2 and 18.3;

**"Transferee"** means the individual or entity third-party buyer, who purchases this Ongoing Franchise Agreement if the Franchisee chooses to sell;

**“Vendor and Product Approval Requirements”** means if Franchisee desires to have an additional vendor or product to be approved, Franchisee must along with the submission of suggested suppliers information, submit to Franchisor a Two Hundred Fifty Dollar (\$250.00) fee, in addition to any costs incurred for product or against Franchisor, for Franchisor to begin the process of reviewing the suggested supplier. Franchisee or supplier shall bear all expenses incurred by Franchisor in connection with test marketing the product to determine whether Franchisor shall approve an item, service or supplier. Franchisee shall test market the vendor and/or product prior to final approval. Test marketing shall consist of a minimum of ninety (90) days and must be tested at the Franchisee’s location as well as the corporate store. Franchisor will decide, in its sole discretion, within ninety (90) days after receiving the required information, as stated in Section 13.1, whether Franchisor temporarily approves the supplier. If Franchisor does not submit approval in writing to the Franchisee within one hundred twenty (120) days, the proposed item, service or supplier is deemed denied. Franchisor may refund any supplier fees, at its sole discretion, if the supplier is approved for use in the Franchised Business. Franchisor may revoke its approval of any item, service or supplier at any time by notifying Franchisee and/or the supplier. Franchisee shall, at its own expense, promptly cease using, selling or providing any items or services disapproved by Franchisor and shall promptly cease purchasing from suppliers disapproved by Franchisor within thirty (30) days of written notice. Additional terms are contained in “Prospective Supplier Evaluation” above, and in Section 13.1.

## **ARTICLE 2 - GRANT OF EXCLUSIVE FRANCHISE**

### **Section 2.1 Grant of Franchise**

Franchisor hereby grants to Franchisee, and Franchisee undertakes and accepts, upon the terms and conditions herein contained, a revocable, limited license to operate one Rosati's Business using the System and Marks.

## **Section 2.2 Location of Your Rosati's Franchise**

Subject to all of the terms and conditions herein, Franchisor grants to Franchisee the non-exclusive right and license to operate a Franchised Business using the System and the Marks solely within the Territory described in Section 2.5 (the "Location"), which Location must be pre-approved by Franchisor according to this Agreement's Sections 2.3, 5.1, 5.2 and 5.3 and Franchisor's then-current criteria as stated in the Manual, and Franchisee hereby accepts such right and license subject to such terms and conditions and undertakes to operate the Franchised Business and to use the System and Marks solely in connection therewith. The rights and license herein granted are sometimes referred to in this Agreement as the "Franchise" or the "Franchised Business."

## **Section 2.3 Approved Location Not Determined**

Prior to signing this Franchise Agreement Franchisee will have executed the Site Selection and Real Estate Training Agreement. Site selection is determined after the signing of this Agreement. Franchisee will sign its lease only after Franchisor approval. However, If the Approved Location of the Franchised Business is not determined as of the Effective Date, then Franchisee shall have up to one hundred twenty (120) days to propose a location to Franchisor for approval. If Franchisor does not deny Franchisee's proposed location within thirty (30) calendar days, the location shall be deemed approved. If Franchisee receives a denial from Franchisor, Franchisee must submit three (3) sites for review until a location is approved. When the Approved Location is determined, its description shall be inserted into Section 2.5. Subject to other provisions of the Agreement, the failure to insert such description shall not automatically affect the enforceability of this Agreement.

## **Section 2.4 Sub-franchising/ Agents**

Franchisee shall not sublicense the use of the System or Marks to any person or entity to perform any part of Franchisee's rights or obligations licensed herein or to grant any person or entity the right to act as Franchisee's agent to perform any part of Franchisee's rights or obligations herein.

## **Section 2.5 The Territory**

So long as this Agreement is in force and effect and Franchisee is not in default under any of the terms hereof, subject to Franchisor's reservation of rights set forth in Section 2.6, Franchisor shall grant to Franchisee a Territory. After the Territory and location (aka "the Premises") are approved, Franchisor will describe the Territory in Exhibit 11. Franchisee is not restricted from directly soliciting or advertising outside of Franchisee's Territory.

Franchisee agrees neither Franchisee nor any of its or its owner(s)' affiliated or related entity (ies) or any individual owner of Franchisee or any individual owners' family member of Franchisee or individual owner of any affiliated or related entity or their owners' family members will operate any other business similar or related to the Franchisee's permitted Use or Grant of Franchise, in accordance with Article 1 and Article 2 ("Competing Business") within thirty (30) miles of the Approved Location ("Protected Area"), as shown on Exhibit 11. In the event of a breach of this Reverse Radius clause by Franchisee, then Franchisor shall be entitled to exercise all rights and remedies available to Franchisor as a Default under the terms of this Ongoing Franchise Agreement, without an opportunity to cure, as well as receive from Franchisee

percentage rent on the gross sales of any and all such Competing Businesses at the rate of thirty percent (30%) of such Competing Business's gross sales.

## **Section 2.6 Franchisor's Reservation of Rights**

Except to the extent provided in Section 2.2, Franchisor retains all of its rights and control with respect to the System and Marks, including the right to:

i. Establish, own or operate or continue to own or operate, and license others to establish, own or operate or continue to own or operate, Rosati's Businesses outside of the protected Territory;

ii. Establish, own or operate, and license others to establish, own or operate or continue to own or operate, other businesses under other systems using other trademarks at locations inside and outside of the Territory;

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

a. Offer to sell any such businesses to Franchisee or to any third-party at the business's fair market value to be operated as a Rosati's Business; or

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

iv. Be acquired (regardless of the form of transaction) by any business, even if the other business operates, franchises and/or licenses Competitive Businesses within the Territory;

v. Sell any products authorized for Rosati's Businesses using the Marks or other trademarks and commercial symbols through alternate channels of distribution, such as joint marketing with partner companies, Internet sales and catalog sales; provided, however, that no such sales shall be made to any Competitive Business within the Territory;

vi. Establish, own or operate, and license other to establish, own and operate or continue to own or operate, Rosati's Business in Non-Traditional locations whether inside or outside the Franchisee's Territory. Enclosed malls, institutions (such as hospitals), highway toll plazas, airports, parks (including theme parks), sports arenas, convention centers and other facilities or venues where events are scheduled ("Limited Use Facilities" or "Non-Traditional Locations") are excluded from the Protected Area. Franchisor retains the right to open ourselves or to grant a license for others to open, a Rosati's Pizza restaurant at any Limited Use Facilities in order to service the Limited Use Facility. If a Limited Use Facility is granted within your Protected Area, the delivery and service area of the Restaurant will be automatically adjusted to exclude the Limited

Use Facility. Based on the right to establish restaurants in Limited Use Facilities in the Protected Area, Franchisee will not receive an exclusive territory; and

- vii. Engage in any activities not expressly forbidden by this Agreement.

### **Section 2.7 Diligence and Best Efforts**

Franchisee shall in Good Faith diligently and fully exploit the rights in this Agreement by personally devoting best efforts, and in the case more than one individual has executed this Agreement as Franchisee, the individual so designated in this Agreement shall personally devote his or her best efforts towards the operation of the Franchised Business or provide for full time management, trained and approved by the Franchisor, to manage the Franchised Business.

## **ARTICLE 3 - FEES**

All dollar amounts or percentage amounts stated or used in the Franchise Agreement and any Addenda may, in our sole discretion, be adjusted as of January 1<sup>st</sup> of each year in proportion to the changes in the CPI (Consumer Price Index) (U.S Average, all items) maintained by U.S Department of Labor (or such equivalent index as may be adopted in the future) between January 1<sup>st</sup> of the previous year and January of the then-current year (the "Index"). Each adjustment will be made effective as of January 1<sup>st</sup> based on the January Index, but the 1<sup>st</sup> adjustment will not be made until the 2<sup>nd</sup> January following the Agreement Date (i.e., for an Agreement Date of July 1, 2021, the 1<sup>st</sup> adjustment would be effective as of January 1, 2023). Our failure to adjust any dollar amounts or percentages due to changes in the Index at any time does not constitute a waiver of our right to make future adjustments. However, we will not impose such adjustments retroactively.

### **Section 3.1 Initial Fees**

Franchisee must have previously paid Franchisor the Site Selection and Real Estate Training Agreement Fee and the Business Establishment Agreement Fee, as set forth in Article 1, which includes the training and use of the Confidential Information of those trainings, to be eligible to be granted a Single Unit Franchise. The Initial Franchise Fee under this Agreement is Zero Dollars (\$0.00).

### **Section 3.2 Weekly Royalty Fees**

For the limited right to use Franchisor's tradename and/or items listed on Exhibit 6 attached hereto from week to week, Franchisee shall, pay the Royalty Fees as stated in Article 1, for so long as this Agreement shall be in effect. The Royalties shall be based on the Gross Sales Report, as required by Section 12.3, for the same period. Franchisor currently requires Franchisee to pay Royalty Fees through ACH transfer, each Thursday, from Electronic Depository Transfer Account, as set forth in Section 3.5, however, if Franchisee uses an Approved Vendor for billing and collection, Franchisor may collect Royalty Fees directly from the Approved Vendor.

### **Section 3.3 National Advertising Fund Contribution**

Franchisee shall be required to contribute their National Advertising Fund Contribution monthly to the National Advertising Fund on the first Thursday of each month for so long as this Agreement shall be in effect. Each monthly National Advertising Fund Contribution with the Gross Sales Report, as required by Section 12.2. Franchisor may adjust the National Advertising Fund Contribution amount from time to

time, in their sole discretion, as stated above. The National Advertising Fund shall be maintained and administered by Franchisor or its designee in accordance with the provisions contained in Section 11.3.

### **Section 3.4 Local Advertising Contributions**

Franchisee shall be required to contribute to their Local Advertising pursuant to the amount and terms contained on the Summary Page, the Manual, as may be amended upon notice, and further discussed in Section 11.1.

### **Section 3.5 Taxes**

Franchisee shall pay to Franchisor an amount equal to all sales taxes, use taxes and similar taxes imposed on the fees payable by Franchisee to Franchisor herein and on services or goods furnished to Franchisee by Franchisor at the same time as Franchisee remits such fees to Franchisor, if any taxing authority imposes such taxes on Franchisor, whether such services or goods are furnished by sale, lease or otherwise, unless the tax is an income tax assessed on Franchisor for doing business in the state where the Franchised Business is located.

Franchisee will promptly pay, when due, all taxes required by any federal, state or local tax authority including unemployment taxes, withholding taxes, sales taxes, use taxes, income taxes, tangible commercial personal property taxes, real estate taxes, intangible taxes and all other indebtedness incurred in the conduct of Franchisee's Rosati's Business. Franchisee agrees it will not permit a tax sale or seizure by levy or execution or similar writ or warrant or attachment by a creditor to occur against the location or any asset used in Franchisee's Rosati's Business.

### **Section 3.6 Electronic Transfer**

Franchisor has sole discretion to determine and change the method by which Franchisee pays to Franchisor any and all amounts due to Franchisor under this Agreement. Currently, Franchisor requires all Royalty Fees, National Advertising Funds, and other amounts due from Franchisee to Franchisor to be paid either (a) through an Electronic Depository Transfer Account or (b) by Franchisee electronically transferring to Franchisor any funds due Franchisor. Within thirty (30) days after successfully completing training, but no later than forty-five (45) days prior to opening the Franchised Business, Franchisee shall open and maintain an Electronic Depository Transfer Account ("ACH") and shall provide Franchisor with continuous access to such account for the purpose of receiving any payments due to Franchisor, by signing and returning the ACH Withdrawal Form attached as Exhibit 8. Franchisee will give its financial institution instructions, in a form Franchisor provides or approves, and will obtain the financial institutions agreement to follow these instructions. Franchisee will provide Franchisor with copies of these instructions and agreements. The financial institution's agreement may not be withdrawn or modified without Franchisor's written approval, which approval is within Franchisor's sole discretion. Franchisee will also sign all other forms for fund transfers as Franchisor or the financial institution may request.

Franchisor may require Franchisee's financial institution to send a monthly statement of all activity in the designated account to Franchisor at the same time it sends statements to the Franchisee. Franchisor may further require Franchisee's financial institution to send any other reports of activity in the Franchisee's Operating Account to Franchisor as Franchisor reasonably determines and requests. Franchisee shall execute any documents Franchisor's or Franchisee's bank requires to establish and implement the Electronic Depository Transfer Account.

If Franchisee maintains any other bank accounts for the Franchised Business, Franchisee must identify these accounts to Franchisor and provide Franchisor with copies of the monthly statements for all of these accounts and the details of all deposits and withdrawals to those accounts along with access to those accounts as set forth in the above paragraphs.

Every week, Franchisee shall make timely deposits to the account sufficient to cover amounts owed to Franchisor prior to the date such amounts are due. Franchisee shall execute any documents Franchisor's or Franchisee's bank requires to establish and implement the Electronic Depository Transfer Account. Once established, Franchisee shall not close the Electronic Depository Transfer Account without Franchisor's written consent and the establishment of a replacement Electronic Depository Transfer Account.

### **Section 3.7 Technology Fees**

Throughout the Term of this Agreement, Franchisee shall: (1) use proprietary software programs, as may be developed and prescribed by Franchisor, including system documentation Manual and other proprietary materials now and hereafter developed by Franchisor, in connection with the operation of the Business; (2) execute Franchisor's standard software license agreement, if necessary; (3) input and maintain in Franchisee's computer such data and information as Franchisor prescribes in the Manual, software programs, documentation or otherwise; and (4) purchase new, different or upgraded software programs, system documentation Manual and other proprietary materials at then-current prices (except as provided in this Section), whenever Franchisor adopts such new, different or upgraded programs, Manual and materials system-wide; provided that, with respect to any required purchase of new, different or upgraded software programs (i) Franchisee shall be required to purchase any such program only after it has been tested and implemented in Franchisor-owned Businesses, if any such Businesses then exist, and (ii) Franchisee shall be notified of the required purchase in advance, as stated in the Manual before Franchisee is required to implement the program.

Franchisor has the right to independently access all information collected or compiled by or in accordance with Franchisee's use of any of the software packages at any time without first notifying Franchisee. Franchisee must update or upgrade any and all hardware and software as Franchisor deems necessary.

### **Section 3.8 Late Fees and Insufficient Funds Fee**

Although each failure supply reports when due or to pay monies when due is an Event of Default, to encourage prompt payment and to cover the costs involved in processing late payments or where Franchisee's bank account has insufficient funds, if any report or payment under this Agreement or any other agreement between Franchisor or its Affiliates and Franchisee for the Franchised Business is overdue for any reason or if Franchisee's bank account has insufficient funds to cover any payment due, Franchisee must pay to Franchisor, in addition to the original amount due, a late fee of One Hundred Dollars (\$100.00), per incident plus two percent per month(2%) interest compounded per day until the amount due is paid in full or the maximum amount as permitted by State law. If any fee owed by Franchisee is overdue by more than seven (7) calendar days after notice has been sent by Franchisor, Franchisor may immediately terminate this Agreement.

Franchisee shall pay Franchisor for all costs incurred by Franchisor in the collection of any unpaid and past due Royalty Fees, National Advertising Funds or any other amounts due Franchisor, including reasonable accounting and collection fees. This Section shall not constitute an agreement by Franchisor to accept any payments after the due date or a commitment by Franchisor to extend credit to or otherwise finance Franchisee.

### **Section 3.9 Application of Payments**

No payment by Franchisee or acceptance by Franchisor of any monies under this Agreement for a lesser amount than due shall be treated as anything other than a partial payment on account. Any endorsement, statement or communication by Franchisee to the effect that Franchisee's payment of a lesser amount than due constitutes full payment shall be given no effect and Franchisor may accept the partial payment without prejudice to any rights or remedies it may have against Franchisee. Franchisor's acceptance of payments by Franchisee other than as set forth in this Agreement shall not constitute a waiver of Franchisor's right to demand payment in accordance with the requirements of this Agreement. Notwithstanding any designation by Franchisee, Franchisor shall have the right to apply any payments by Franchisee to any past due indebtedness of Franchisee for Royalty Fees, National Advertising Funds, purchases from Franchisor or its Affiliates or any other amount owed to Franchisor in any proportion or priority. Franchisor's acceptance of payment from any entity other than the named Franchisee shall be deemed to be payment by the named Franchisee and shall not be deemed to be recognition or substitution of the paying entity for the named Franchisee.

### **Section 3.10 No Withholding**

Franchisee agrees that under no circumstances will Franchisee withhold or suspend payment of or reduce the amount of the Royalty Fee, National Advertising Funds or purchases payable under this Agreement.

## **ARTICLE 4 - TERM OF AGREEMENT AND RENEWAL**

### **Section 4.1 Initial Term**

This Agreement shall take effect as of the date of the execution hereof (the "Effective Date"), and the initial term ("Initial Term") hereof shall extend until the earlier of (1) the date that is precisely ten (10) years from the Effective Date or (2) the date on which this Agreement terminates pursuant to Section 16 hereof or (3) the expiration of Franchisee's lease at the Location.

### **Section 4.2 Renewal**

Subject to the conditions below, Franchisee has the right to obtain a successor franchise at the expiration of the term of this Agreement by entering into a new then-current Ongoing Franchise Agreement with Franchisor and paying the Renewal Fee as stated on the Summary Page and in Article 1. Franchisee's right to a successor franchise is limited to one (1) successive term. To qualify for a successor franchise, all the timelines contained in Article 1 definition for Renewal Fee shall have been met along with each of the following conditions must have been fulfilled and remain true as of the last day of the term of this Agreement:

- i. Franchisee shall give Franchisor written notice of such election to renew based upon the timeline in Renewal definition stated in Article 1, prior to the end of the Initial Term;
- ii. Franchisee shall schedule to attend a refresher training and certification course with Franchisor at Franchisor's next available training;
- iii. Franchisor shall have the right to inspect the Location and give notice of all required maintenance, refurbishing, renovating, and remodeling and Franchisee shall

agree to complete at its expense and to Franchisor's satisfaction, all maintenance, refurbishing, renovating, and remodeling required by Franchisor's notice by the stated due date, pursuant to Article 1;

iv. Franchisee shall not be in material default of any provision of this Agreement or any amendment hereof or any Agreement Franchisee has with Franchisor, and shall at all times have substantially complied with all the terms and conditions of this Agreement during the term hereof or fully cured all Noticed Default(s);

v. Franchisee shall have satisfied all monetary obligations owed by Franchisee to Franchisor and its subsidiaries and affiliates and shall have timely met such obligations throughout the Initial Term;

vi. Franchisee shall execute the then-current form of the Ongoing Franchise Agreement being used by Franchisor, which may have terms that are materially different than the terms of this Franchise Agreement;

vii. Franchisee shall comply with Franchisor's then-current criteria for operation of a Franchised Business;

viii. Franchisee shall submit themselves and any Manager(s) to drug tests and background checks, and submit the results to Franchisor for recordkeeping prior to the natural end of the Initial Term;

ix. Both parties shall execute a General Release of all claims, in a form like Exhibit 1 attached hereto, against each other which accrued or may have accrued during the Term, whether or not such claim had yet been discovered by the parties;

x. Franchisee shall present evidence satisfactory to Franchisor that it has the right to remain in possession of the Location, has valid Licenses or certifications as applicable, passed new Background Checks, as required or another suitable location or licensure needs approved by Franchisor according to its then-current criteria for the duration of the Option Term; and

xi. Franchisee shall submit written documentation establishing that all certifications required during the Initial Term are in good standing and shall remain in good standing for the duration of the Option Term.

On renewal, the territory may be modified. Depending on the then-current demographics of the Territory, and on the then-current standards for Territories, if the Territory is larger than the then-current standard Territory, Franchisor may require Franchisee to accept a renewal Territory smaller than the then-current Territory.

#### **Section 4.3 Interim Period**

If Franchisee does not sign a Successor Ongoing Franchise Agreement prior to the expiration of this Ongoing Franchise Agreement and continue to accept the benefits of this Ongoing Franchise Agreement after the expiration of this Ongoing Franchise Agreement, then at Franchisor's option, this Ongoing Franchise Agreement may be treated either as (i) expired as of the date of expiration with Franchisee then operating without a franchise to do so and in violation of Franchisor rights, in which case an injunction (temporary and permanent) and Franchisor's step-in rights to take over the location and

Territory, shall be deemed justified and agreed to in advance; or (ii) continued on a month-to-month basis (“Interim Period”) until one party provides the other with written notice of such party’s intent to terminate the Interim Period, in which case the Interim Period will terminate 30 days after receipt of the notice to terminate the Interim Period. In the latter case, all Franchisee’s obligations shall remain in full force and effect during the Interim Period as if this Ongoing Franchise Agreement had not expired, and all obligations and restrictions imposed on Franchisee upon expiration of this Ongoing Franchise Agreement, as shown in Articles 16 and 17, shall be deemed to take effect upon termination of the Interim Period.

The Initial Term, Interim Period, and any Option Term collectively may be referred to herein as the "Term" of this Agreement.

## **ARTICLE 5 - APPROVED LOCATION**

### **Section 5.1 Selection of Site**

Franchisee, with the assistance of the assigned CCIM, shall promptly select three (3) sites for the Franchised Business and shall notify Franchisor of such selections by submitting Franchisor’s Site Selection and Real Estate Training form with all supporting data and attachments pursuant to Section 5.3 below. Franchisee will then choose which of the approved sites they want as the Franchised Business Location and proceed with the LOI (Letter of Intent) phase with the landlord. Once the landlord has approved the LOI, Franchisee will notify Franchisor. If Franchisor does not approve of such selections, Franchisee shall select and notify Franchisor of new sites until Franchisor approves a site for the Franchised Business. Franchisor shall provide Franchisee with general guidelines to assist Franchisee in selecting a site suitable for the Approved Location. Franchisor has the right to approve or disapprove a proposed location based on such factors as it deems appropriate, including, without limitation: the condition of the premises; demographics of the surrounding area; proximity to other Rosati's Businesses and competitors; lease requirements; proximity to other businesses, the nature of the business in proximity to the proposed site and other commercial characteristics (including rental obligations and other lease terms for the proposed site) and the size, appearance and other physical characteristics of the proposed site location.; and overall suitability. Franchisor shall notify Franchisee of its approval or disapproval of a proposed site within thirty (30) calendar days after Franchisor receives all requested information from Franchisee. If the Franchisor fails to respond in writing to the Selection of Site request within thirty (30) calendar days, the site is deemed approved. After the site is approved by Franchisor, the Franchisee and landlord will finalize the Lease or Purchase, whichever is applicable. After the Lease or Purchase Agreement is executed, the site shall be designated as the Approved Location on Exhibit 11.

Franchisor does not represent that it or any of its Affiliates, owners or employees, have special expertise in selecting sites. Neither Franchisor’s assistance nor its approval is intended to indicate or indicates that the Franchised Business will be profitable or successful at the Approved Location. Franchisee is solely responsible for identifying the Approved Location and assumes all risks with respect to the selection of the Approved Location.

### **Section 5.2 Failure to Select a Site**

Franchisee will continue selecting sites until the Franchisor has approved the site to be the Approved Location for Franchisee or until Franchisor selects a site on behalf of Franchisee.

### **Section 5.3 Lease of Approved Location / Vehicle**

After the designation of the Approved Location (and if the site is to be leased or purchased), Franchisee shall execute a lease for or a binding agreement to purchase, the Approved Location, the terms

of which must have been previously approved by Franchisor in writing. Franchisor shall not unreasonably withhold its approval.

Franchisor will coordinate with Franchisee and our then-current approved Commercial Broker, CCIM / Vendor to assist Franchisee in locating an appropriate location for Franchisee's business within the Territory. Franchisee shall have the option to hire the Commercial Broker for negotiation and other services for the commercial lease or commercial purchase. After the CCIM and Franchisee locate three (3) potential locations, the proposed sites shall be submitted to Franchisor. Franchisor shall have final approval, prior to the location being designated as the Approved Location. If none of the sites are deemed approved, Franchisee must submit another set of three (3) sites until an approval is obtained. Franchisee may have a cost, as shown in the Manual, for the analytics for any sites above the three (3) original sites. Additional sites will be at an additional cost, under this scenario only.

Franchisor's review of a lease or purchase agreement or any advice or recommendation offered by Franchisor, shall not constitute a representation or guarantee that Franchisee will succeed at the Approved Location nor constitute an expression of Franchisor's opinion regarding the terms of such lease or purchase agreement.

Franchisor shall be entitled to require that nothing therein contained is contradictory to or likely to interfere with, Franchisor's rights or Franchisee's duties under this Agreement. Franchisee shall take all actions necessary to keep the lease, if any, of the Approved Location in full force while this Agreement is in effect. Any default for which the lease may be terminated shall also be deemed a default of this Agreement and the time to cure the same shall expire when the lease is terminated. Franchisor has the right to require that the lease for the Approved Location be collaterally assigned by Franchisee to Franchisor, pursuant to the terms of its standard collateral assignment of lease form, to secure performance by Franchisee of its obligation under this Agreement. Franchisor's approval of a lease shall be conditioned upon Franchisee's and the Landlord's execution of the Lease Addendum attached as Exhibit 12.

#### **Section 5.4      Development of Approved Location**

Franchisor shall make available to Franchisee, at no charge to Franchisee, copies of standard plans, but not blueprints, for the development of a Rosati's Franchised Business, including exterior and interior design and layout, fixtures, equipment, décor and signs, if a build-out is required at the Approved Location. Such standard plans and specifications as well as Franchisee's particular plans and specifications are subject to alteration as Franchisor deems necessary or as Franchisee's local or state law requires. Franchisee shall cause the Approved Location to be developed, equipped and improved in accordance with such plans by the date listed on the Summary Page, under Open For Business Deadline Date. In connection with the development of the Approved Location, Franchisee shall:

- i.      employ an approved competent licensed architect or engineer, as required;
- ii.     obtain all zoning classifications and clearances which may be required by state and local laws ordinances or regulations;
- iii.    obtain all building, utility, sign, health, and business permits and licenses, and any other permits and licenses required for the build-out and operation of the Franchised Business and certify in writing and provide evidence to Franchisor that all such permits and certifications have been obtained;
- iv.    employ a qualified, competent and licensed general contractor to complete construction of all required improvements to the Approved Location;

- v. purchase any supplies and inventory, necessary for the operation of the Franchised Business;
- vi. purchase and install all equipment, signs, furniture and fixtures, including any computer equipment and Point of Sale systems, required for the operation of the Franchised Business from Approved Suppliers;
- vii. install indoor and outdoor signage in compliance with Franchisor's then current specifications;
- viii. provide a monthly written report to Franchisor, on Franchisor's prescribed form, describing the activities begun, completed and, if not completed, the percentage completed in connection with the development of the Approved Location; and
- ix. establish broadband Internet service with a minimum download speed of 1 Gbps and a minimum upload speed of 35 Mbps with static Internet protocol address or a persistent high-speed Internet access with a minimum download speed of 200 Mbps and a minimum upload speed of 100 Mbps and obtain at least two (2) telephone numbers solely dedicated to the Franchised Business.

If Franchisee is unable to commence the operation of the Franchised Business due to circumstances beyond Franchisee's reasonable control, then Franchisee may be entitled to such additional time as may be reasonably required and as to which Franchisor may consent, provided such request for extension is provided to Franchisor in writing at least thirty (30) days before the planned opening of the business to the public or the required Grand Opening, whichever is sooner.

#### **Section 5.5 Failure to Develop Approved Location**

Should Franchisee fail to develop the Approved Location for the Franchised Business by the Open for Business Deadline Date listed on the Summary Page, subject to Section 5.4 above, Franchisor has the right to terminate this Agreement with no refund to Franchisee of any amounts.

#### **Section 5.6 Opening**

Before opening the Franchised Business and commencing business, Franchisee must:

- i. fulfill all of its obligations pursuant to the other provisions of this Section 5.6;
- ii. furnish Franchisor with copies of all insurance policies and certificates required by this Agreement and by the lease (if the Approved Location is leased) or such other evidence of insurance coverage and payment of premiums as Franchisor may request;
- iii. complete Initial Training Program to the satisfaction of Franchisor;
- iv. hire and train the personnel necessary or required for the operation of the Franchised Business;
- v. obtain all necessary permits and licenses;

vi. purchase all Opening Inventory and additional inventory not purchased pursuant to Section 5.4, as stated in Section 8.2;

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

viii. pay in full all amounts due to Franchisor or execute the Promissory Note if applicable, for any amounts due Franchisor.

Franchisee shall comply with these conditions and be prepared to continuously operate the Franchised Business by the Open for Business Deadline Date listed on the Summary Page. Time is of the essence.

### **Section 5.7 Use of Approved Location**

Franchisee shall not use the Approved Location for any purpose other than for the operation of a Rosati's Franchised Business in full compliance with this Agreement and the Manual.

Franchisor may use Franchisee location as a training facility upon notice. If Franchisor elects to use the Franchised Business for training, Franchisor shall provide to Franchisee, in lieu of payment, which shall be considered payment in full, for use of the facilities: 1) the ability for Franchisee to enroll Franchisee's employees or 2) contractors into the training course being taught by Franchisor at Franchisee's location.

There is no limit on the number of times during this Agreement that Franchisor may use the Franchised Business as a training facility.

### **Section 5.8 Relocation**

Franchisee shall not relocate the Franchised Business without the prior written consent of Franchisor. If the lease for the Approved Location expires or terminates through no fault of Franchisee or if the Franchised Business's premises is destroyed, condemned or otherwise rendered unusable or as otherwise may be agreed upon in writing by Franchisor and Franchisee, Franchisor may allow Franchisee to relocate the Franchised Business. Any such relocation shall be at Franchisee's sole expense and shall proceed in accordance with the requirements set forth in Sections 5.1 through 5.6 and the timeframes set forth therein, modified in the sole discretion of the Franchisor, to reflect the new circumstances. Franchisor charges a Relocation Fee as stated in Article 1 or as listed in the Manual, and has the right to charge Franchisee for any costs incurred by Franchisor in providing relocation assistance to Franchisee, including, but not limited to, legal and accounting fees. Notwithstanding the foregoing, Franchisor has no obligation to provide relocation assistance. If none of the relocation sites meets the specifications required for Franchisor's approval, this Agreement shall revert to the Franchisor, as provided in Section 16.4.

## **ARTICLE 6 – PROPRIETARY MARKS**

### **Section 6.1 Ownership**

Franchisee's right to use the Marks is derived solely from this Agreement, is nonexclusive and is limited to the conduct of business by Franchisee pursuant to, and in compliance with, this Agreement and all applicable standards, specifications and operating procedures prescribed from time to time by Franchisor including those set forth in the Manual. Franchisee's continued right to use proprietary Marks and customer data is contingent upon Franchisee's payment of Royalty Fees when due. Any unauthorized use of the Marks or customer data by Franchisee is a breach of this Agreement and an infringement of the rights of Franchisor in and to the Marks and customer data and shall render this Agreement terminated immediately. Franchisee's use of the Marks, and any goodwill created thereby, shall inure to the benefit of Franchisor. Franchisee shall not at any time acquire an ownership interest in the Marks or customer data by virtue of any use it may make of the Marks. This Agreement does not confer any goodwill, title or interest in the Marks or customer data to Franchisee. Franchisee shall not, at any time during the term of this Agreement or after its termination or expiration, contest the validity or ownership of any of the Marks or customer data or assist any other person in contesting the validity or ownership of any of the Marks.

## **Section 6.2      Limitations on Use**

Franchisee must use the Marks as the sole trade identification of the Franchised Business, and in accordance with Exhibit 6, attached hereto. Franchisee shall not use any Mark or portion of any Mark as part of any business entity name. Franchisee shall obtain such fictitious or assumed name registrations as may be required under applicable law to do business as a Franchised Business, for example, Jane Doe d/b/a "Rosati's Pizza of Tampa, LLC". Franchisee shall not use any Mark in connection with the sale of any unauthorized product or service or in any other manner not expressly authorized in writing by Franchisor. Franchisee shall give advanced written notice to Franchisor before filing applications for trademark and/or service mark registrations. Franchisee shall obtain such fictitious or assumed name registrations as may be required under applicable law to do business as a Franchised Business. Franchisee shall not register or seek to register as a trademark or service mark, either with the United States Patent and Trademark Office or any state or foreign country, any of the Marks or a trademark or service mark that is confusingly similar to any Mark licensed to Franchisee. Franchisee shall include on its letterhead, forms, cards and other such identification, and shall display at the Approved Location, a prominent notice stating that the Franchised Business is an "Independently Owned and Operated Rosati's Pizza" Franchised Business.

Franchisor has the sole right to maintain Social Media sites and/or applications including, but not limited to: X, Facebook, LinkedIn and other sites or applications that Franchisor may establish. Franchisor does not allow Franchisee to establish or utilize Social Media sites or applications for business purposes. Franchisee and Franchisee's employees do not have the right to utilize the Marks on any Social Media sites and/or applications, even if made from a personal Social Media account. Further, any representations from Franchisee or Franchisee's employees regarding Franchisee's profits or earnings made on any Social Media site or application, even if made from a personal Social Media account, is deemed a breach of Confidential Information under this Ongoing Franchise Agreement.

## **Section 6.3      Notification of Infringements and Claims**

Franchisee shall immediately notify Franchisor of any infringement of the Marks, challenge to its use of any of the Marks or claim by any person of any rights in any of the Marks. Franchisee shall not communicate with any person other than Franchisor and Franchisor's counsel in connection with any such infringement, challenge or claim; provided, however, Franchisee may communicate with Franchisee's counsel at Franchisee's expense. Franchisor has the right to take such action as it deems appropriate and the right to exclusively control any settlement, litigation or other proceeding arising out of any infringement, challenge or claim or otherwise relating to any of the Marks. Franchisee shall execute any and all instruments and documents, render such assistance, and do such acts and things as may, in the opinion of

Franchisor's counsel, be necessary or advisable to protect and maintain Franchisor's interests in any such litigation or other proceeding or to otherwise protect and maintain Franchisor's interest in the Marks.

#### **Section 6.4 Indemnification for Use of Marks**

Franchisor shall reimburse Franchisee for all expenses reasonably incurred by Franchisee in any trademark or similar proceeding disputing Franchisee's authorized use of any Mark, provided Franchisee has timely notified Franchisor of such proceeding, agreed to be a witness in any legal proceeding and has complied with this Agreement and Franchisor's directions in responding to such proceeding. At Franchisor's option, Franchisor or its designee may defend and control the defense and settlement of any proceeding arising directly from Franchisee's use of any Mark. This indemnification shall not include the expense to Franchisee for removing signage or discontinuance of the use of the Marks. This indemnification shall not apply to litigation between Franchisor and Franchisee wherein Franchisee's use of the Marks is disputed or challenged by Franchisor. This indemnification shall not apply to any separate legal fees or costs incurred by Franchisee in seeking independent counsel separate from the counsel representing Franchisor and Franchisee in the event of litigation disputing Franchisor and Franchisee's use of the Marks.

#### **Section 6.5 Discontinuance of Use**

If Franchisor deems it necessary for Franchisee to modify or discontinue use of any of the Marks, and/or use one (1) or more additional or substitute trade names, trademarks, service marks or other commercial symbols, Franchisee shall comply with Franchisor's directions within thirty (30) days after notice to Franchisee by Franchisor and subject to the limitations in Section 13.2. Franchisor shall not be required to reimburse Franchisee for its expenses in modifying or discontinuing the use of a Mark or any loss of goodwill associated with any modified or discontinued Mark or for any expenditures made by Franchisee to promote a modified, additional or substitute Mark. (see also Section 10.2)

#### **Section 6.6 Right to Inspect**

To preserve the validity and integrity of the Marks and any copyrighted materials licensed herein, and to ensure that Franchisee is properly employing the Marks in the operation of the Franchised Business, Franchisor and its designees have the right to enter and inspect the Franchised Business and the Approved Location at all reasonable times and, additionally, have the right to observe the manner in which Franchisee renders services and conducts activities and operations, and to inspect facilities, equipment, accessories, products, supplies, reports, forms, and documents and related data to ensure that Franchisee is operating the Franchised Business in accordance with the quality control provisions and performance standards established by Franchisor. Franchisor and its agents shall have the right, at any reasonable time, to remove sufficient quantities of products, supplies or other inventory items offered for retail sale or used in rendering services, to test whether such products or items meet Franchisor's then-current standards. Franchisor or its designee has the right to observe Franchisee and its employees during the operation of the Franchised Business, to interview and survey Customers and employees by any means it chooses, including in person, by secret shoppers, mail, telephone, video conference, the Internet, social media or e-mail, and to photograph or video tape or by using web cameras to monitor the premises.

#### **Section 6.7 Franchisor's Sole Right to Domain Name**

Franchisee shall not advertise on the Internet using or establish, create or operate an Internet site or website using a domain name or uniform resource locator containing, the Mark or the words "Rosati's Pizza," "Rosati's," "RPE" or any variation thereof without Franchisor's prior written approval. Rosati's Pizza Enterprises, Inc., RPE, or its owners are the sole owner of all right, title and interest in and to such

domain names as Franchisor shall designate in the Manual including, but not limited to, [www.MyRosatis.com](http://www.MyRosatis.com), and [www.RosatisFranchising.com](http://www.RosatisFranchising.com).

Franchisor has established and will maintain from time to time a website (the “Website”). Franchisor has sole discretion and control over the design and content of the Website. Franchisor may, at our sole option, from time to time, without prior notice to Franchisee: (i) change, revise or eliminate the design, content and functionality of the Website; (ii) make operational changes to the Website; (iii) change or modify the URL and/or domain name of the Website; (iv) substitute, modify or rearrange the Website, at our sole option, including in any manner that Franchisor considers necessary or desirable to, among other things, (a) comply with applicable laws, (b) respond to changes in market conditions or technology, and (c) respond to any other circumstances; (v) limit or restrict end-user access (in whole or in part) to the Website; and (vi) disable or terminate the Website without any liability to Franchisee.

Franchisor may link the Website to the websites of third parties, including electronic service providers, Affiliates (if applicable) and other providers of goods and services. Franchisor may also permit third parties to link (including Deep Links to any interior page of the Website, including Franchisee’s Page) and frame the Website (including Franchisee’s Page). Franchisor may place legal notices, disclaimers, the logos and slogans, advertisements, endorsements, Marks, and other identifying information on the Website, all of which may be modified, expanded or eliminated at Franchisor’s option. Further, Franchisor may establish or participate in programs in which Franchisor refer end-users to other websites or receive referrals from other websites. All consideration (monetary and non-monetary) received by Franchisor on account of the placement or sale of advertisements, endorsements, and sponsorships on the Website (including any franchisee Page), and all consideration (monetary and non-monetary) received by Franchisor on account of affiliate programs, will belong only to Franchisor. Franchisor may also establish programs that encourage repeat business by end-users.

The Website may include one or more interior pages that identify Rosati's Pizza franchisees operating under the Marks, including the Franchised Business, by among other things, geographic region, address, telephone numbers, and other appropriate matters. The Website may also include one or more interior pages dedicated to franchise sales by Franchisor and/or relations with Franchisor investors.

Franchisor may, from time to time, establish the Franchisee Page. Franchisor may permit Franchisee to customize or post certain information to the Franchisee Page, subject to Franchisee signing and delivery of the then-current participation agreement, and subject to Franchisee compliance with the procedures, policies, standards and specifications that Franchisor may establish from time to time. Such participation agreement may require Franchisee to pay a reasonable fee (not to exceed \$250.00 per month) for the privilege of having a Franchisee Page, and may include, but shall not be limited to, specifications and limitations for the data or information to be posted to the Franchisee Page, customization specifications, the basic template for design of the Franchisee Page, parameters and deadlines specified by Franchisor, disclaimers, and such other standards and specifications, or rights and obligations of the parties as Franchisor may establish from time to time. Any modifications (including customization, alterations, submissions or updates) to the content made by Franchisee for any purpose will be considered to be made under a contract of service under the Copyright Act, and therefore Franchisor will own the modifications and the intellectual property rights, including all right, title and interest in and to all copyright in such modifications. To the extent any modification does not qualify as a work made under a contract of service as outlined above, Franchisee shall assign those modifications, and all rights, title and interest in and to all copyright in such modifications to Franchisor for no additional consideration and with no further action required, and shall sign and deliver such further assignments as Franchisor may request.

Without limiting the Franchisor’s general unrestricted right to permit, deny and regulate Franchisee’s participation on the Website, if Franchisee breaches or defaults under the Ongoing Franchise

Agreement or any other agreement with Franchisor, Franchisor Vendors or Affiliates, Franchisor may disable or terminate the Franchisee Page and remove all references to the Franchised Business on the Website and/or redirect customer leads to other Rosati's Pizza<sup>®</sup> franchisees pursuant to Section 16 of the Ongoing Franchise Agreement until the breach or default is cured to Franchisor's satisfaction and Franchisee provides written notice that they have cured such breach or default to Franchisor or Franchisor's counsel.

Franchisor has no control over the stability or maintenance of the Internet generally; as a result, Franchisor is not responsible for damage or loss caused by errors of the Internet. Furthermore, Franchisor is not liable for any direct, indirect, general, special, incidental, exemplary or consequential damages arising out of the use of or the inability to use, the Website or the Internet, including loss of profits, goodwill or savings; downtime; or damage to or replacement of programs and data, whether based in contract, tort, product liability or otherwise.

## **ARTICLE 7 - TRADE SECRETS AND OTHER CONFIDENTIAL INFORMATION**

### **Section 7.1 Confidentiality of Trade Secrets and Other Confidential Information**

Franchisee acknowledges that Franchisor owns copyrights in the Manual, Franchisor's website, and other copyrightable items that are part of the System. Franchisee acknowledges that while Franchisor claims copyrights in these and similar items, Franchisor has not registered, and is not required to register these copyrights with the United States Registrar of Copyrights. Franchisor shall disclose Trade Secrets and other Confidential Information to Franchisee during the training program, through the Manual, and as a result of guidance furnished to Franchisee during the term of this Agreement. Franchisee shall not acquire any interest in the Trade Secrets or other Confidential Information, other than the right to use it in the development and operation of the Franchised Business and in performing its duties during the term of this Agreement. Franchisee acknowledges that the use or duplication of the Trade Secrets or other Confidential Information in any other business venture would constitute an unfair method of competition. Franchisee acknowledges the Trade Secrets and other Confidential Information are proprietary and are disclosed to Franchisee solely on the condition that Franchisee and any Covered Person: (a) shall not use the Trade Secrets or other Confidential Information in any other business or capacity; (b) shall maintain the absolute confidentiality of the Trade Secrets and other Confidential Information during and after the term of this Agreement; (c) shall not make any unauthorized copies of any portion of the Trade Secrets or other Confidential Information disclosed in written or other tangible form; and (d) shall adopt and implement all reasonable procedures prescribed from time to time by Franchisor to prevent unauthorized use or disclosure of the Trade Secrets and other Confidential Information. Franchisee shall enforce this Section as to its employees, agents, representatives and Covered Persons, and shall be liable to Franchisor for any unauthorized disclosure or use of Trade Secrets or other Confidential Information by any of them. Franchisee shall only divulge Trade Secrets or other Confidential Information to individuals who must have access to it in order to operate the Franchised Business and shall follow the requirements of Section 7.4 in doing so.

Franchisor claims common law rights, copyright protection and trade dress for the Manual, guidelines, photographs, product names, signage, promotional materials, training materials, this Agreement and any other documents, materials and items for the general ambiance and decor used in the operation of the System and the Rosati's Businesses. All information is proprietary, and this Agreement requires Franchisee to keep such information confidential. Franchisee agrees not to contest, directly or indirectly, Franchisor's ownership, title, right or interest in Franchisor's common law rights, copyrights, trade dress, Trade Secrets, Confidential Information, the System, Know-How, methods, procedures or any other intellectual property rights that are part of Franchisor's System or contest Franchisor's sole right to register, use or license others to use, except as limited by this Agreement, the common law rights, copyrights, trade

dress, Trade Secrets, Confidential Information, System, Know-How, methods, procedures or any other intellectual property rights that are a part of Franchisor's System.

### **Section 7.2 Additional Developments**

All ideas, concepts, Know-How, techniques, advertising or materials concerning the System or developed, in whole or in part, using Trade Secrets or other Confidential Information, whether or not protectable intellectual property and whether created by or for Franchisee or its owners or employees or other Covered Persons, shall be promptly disclosed to Franchisor and shall be deemed the sole and exclusive property of Franchisor and works made-for-hire for Franchisor, and no compensation shall be due to Franchisee or its owners or employees therefore. Further, any advertising materials Franchisee submits to Franchisor for review will become Franchisor's property, and Franchisor may use or distribute these materials in any manner Franchisor deems appropriate, without compensation to Franchisee. Franchisor has the right to incorporate such items into the System and/or disclose them to other Franchisees and other persons or entities. To the extent any item does not qualify as a "work made-for-hire" for Franchisor, Franchisee shall assign, and by this Agreement, does assign, ownership of that item, and all related rights to that item, to Franchisor and shall sign any assignment or other document as Franchisor requests to assist Franchisor in obtaining or preserving intellectual property rights in the item. Franchisor shall disclose to Franchisee concepts and developments of other franchisees that are made part of the System. As Franchisor may request, Franchisee shall take all actions to assist Franchisor's efforts to obtain or maintain intellectual property rights in any item or process related to the System, whether developed by Franchisee or not.

### **Section 7.3 Exclusive Relationship**

Franchisee acknowledges that Franchisor would be unable to protect the Trade Secrets and other Confidential Information against unauthorized use or disclosure and would be unable to encourage a free exchange of ideas and information among Rosati's franchisees if owners of Rosati's Businesses, and Covered Persons were permitted to hold an interest in or perform services for any Competitive Business. Therefore, during the term of this Agreement, neither Franchisee nor Covered Persons, either directly or indirectly, for themselves or through, on behalf of or in conjunction with any person, partnership, corporation, limited liability company or other business entity, shall:

- i. divert or attempt to divert any customer, employee or other business associate of the Franchised Business, Franchisor, its Affiliate(s) or any other franchisee to any Competitive Business or solicit or otherwise attempt to induce or influence any customer, employee or other business associate of any of the foregoing to terminate or modify his, her or its business relationship with the Franchised Business, Franchisor, its Affiliate(s) or any other Franchisee, by direct or indirect inducement or otherwise or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Marks or the System; or
- ii. own an interest in, manage, operate or perform services for any Competitive Business wherever located.

### **Section 7.4 Non-Disclosure and Non-Solicitation Agreements with Certain Individuals**

Franchisor requires Franchisee and any Covered Person to execute a Non-Disclosure and Non-Solicitation Agreement, in a form the same as or similar to the Non-Disclosure and Non-Solicitation Agreement attached as Exhibit 2, upon execution of this Agreement or prior to each such person's affiliation with Franchisee. Franchisee shall use the Manager specific Non-Disclosure Non-Solicitation Agreement

contained in the Manual for all their employed or independently contracted Manager or one substantially similar in terms and compliant with the Franchisee's state law. Franchisee shall provide Franchisor with copies of all Non-Disclosure and Non-Solicitation Agreements signed pursuant to this Section. Such agreements shall remain on file at the offices of Franchisee and are subject to audit or review as otherwise set forth herein. Franchisor shall be a third-party beneficiary with the right to enforce such agreements.

**Section 7.4.1** It is the intention of these provision that any person or entity with any legal or beneficial interest in or traceable to, down through Franchisee, be bound by the provisions of this covenant Article.

**Section 7.4.2** Lesser Included Covenants Enforceable At Law

If all or any portion of the covenants not to compete set forth in this Article 7 are held unreasonable, void, vague or illegal by any court or agency with competent jurisdiction over the parties and subject matter, the court or agency will be empowered to revise and/or construe the covenants to fall within permissible legal limits, and should not by necessity invalidate the entire covenants. Franchisee expressly agree to be bound by any lesser covenant subsumed within the terms of this Article 7 as if the resulting covenants were separately stated in and made a part of this Agreement.

**Section 7.4.3** Enforceability of the Covenants not to Compete and Non-Solicitation

Franchisee acknowledge that violation of the covenants not to compete contained in this Agreement would result in immediate and irreparable injury to us for which no adequate remedy at law will be available. Accordingly, Franchisee consents to the entry of an injunction prohibiting any conduct by Franchisee or any of its members, owners, shareholders, managers or employees, in violation of the terms of the covenants not to compete set forth in this Agreement. Franchisee expressly agrees that it may conclusively be presumed that any violation of the terms of the covenants not to compete was accomplished by and through Franchisee's unlawful use of Franchisor's Confidential Information, Know-How, methods and procedures. Further, Franchisee expressly agrees that any claims Franchisee may have against Franchisor, whether or not arising from this Agreement, will not constitute a defense to our enforcement of the covenants not to compete in this Agreement. Franchisee agrees to pay all costs and expenses, including reasonable attorneys' and experts' fees, that we incur in connection with the enforcement of the covenants not to compete set forth in this Agreement.

**Section 7.4.4** Procurement of Additional Covenants

Franchisee agrees to require and obtain the execution of our Confidentiality / Non-Solicitation Agreement (Exhibit 2) from all of the following persons: (i) before employment or any promotion, all of the Office Managers, all of the designated Trainees or any personnel you employee who have received or will receive training from the Franchisor, and all the Franchisee's other managerial employees; (ii) if this Agreement has been assigned to a corporation, all of your officers, directors, and shareholders and those of any corporation directly or indirectly controlling the Franchisee at such time as they assume such status; and, (iii) all of the persons enumerated in the covenants not to compete set forth in this Agreement as intended to be embraced by them. Franchisee agrees to furnish Franchisor with copies of all executed Confidentiality / Non-Solicitation Agreements no later than ten days following their execution or of the date the individual begins working for Franchisee, whichever occurs first.

**Section 7.5 Reasonableness of Restrictions**

Franchisee acknowledges the restrictive covenants contained in this Section are essential elements of this Agreement and without their inclusion; Franchisor would not have entered into this Agreement.

Franchisee acknowledges each of the terms set forth herein, including the restrictive covenants, is fair and reasonable and is reasonably required for the protection of Franchisor, other Franchisees, the System and the Marks and Franchisee waives any right to challenge these restrictions as being overly broad, unreasonable or otherwise unenforceable.

## **ARTICLE 8 - TRAINING AND ASSISTANCE**

### **Section 8.1 Initial Training**

Franchisor shall make an initial training program available to the Franchisee and its Manager upon submission of the "Pre-training Request Form" with the required Business Establishment Training and Site Selection and Real Estate Training Certificates. After Franchisee submits the completed form and Certificates along with the screening and background reports, Franchisor will initiate Franchisee's training course.

The Initial Training will be conducted for Franchisee and their Managers at a Rosati's Pizza restaurant approximately six to nine (6 to 9) months after signing the Ongoing Franchise Agreement. The initial training must be completed at least thirty (30) days prior to opening.

Franchisee, and/or the Manager must successfully complete, to Franchisor's satisfaction, the Initial Training Program, as shown in Article 1 of this Agreement. Instruction pertains to all material aspects of the operation of a Rosati's Franchised Business, including such topics as: Rosati's mission and principles, establishment of the business structure; legal filings; business licenses; banking and checking accounts; insurance; accounting and legal support; computer system and software installation; set up accounting systems; market research; marketing plan; employment suggestions; incoming call scripts; office administration; administrative management training; trademark usage guidelines; maintenance of quality standards; customer service techniques; record keeping and reporting procedures; other operational issues; resale, transfer, renewals and assignment training; vendor interaction and ordering, and on-the-job training. Franchisor shall conduct the Initial Training program either in person at its headquarters or at another designated location or locations, as Franchisor requires.

Franchisor may cancel the Franchise Agreement if, at any time during or within 15 days after Franchisee (or the person designated by Franchisee as responsible for the management of the Franchised Business) complete the Initial Training, Franchisor concludes that Franchisee has not exhibited the aptitude, abilities or personal characteristics necessary or desirable to successfully operate a Rosati's Franchised Business. The initial fees paid for the franchise is non-refundable and are not tied to the Initial Training for a Rosati's Franchised Business, and thus have been previously fully earned.

If circumstances require, a substitute trainer may provide training. Franchisor also reserves the right to name additional trainers periodically. There are no limits on our right to assign a substitute to provide training. Franchisor may use Franchisee's Franchised Business location as a training facility upon notice. If Franchisor elects to use the Franchised Business for training others, Franchisor will provide to Franchisee, instead of paying Franchisee, which is to be considered payment in full for use of the facilities, the ability for Franchisee to enroll Franchisee's employees or contractors into the training class being taught by Franchisor, free of all charges. There is no limit on the number of times during the Ongoing Franchise Agreement that Franchisor can use the Franchised Business as a training facility.

All expenses incurred by Franchisee and its employees in attending such program including, but not limited to, travel costs, room and board expenses and employees' salaries, shall be the sole responsibility of Franchisee. Additional trainees will be at the published rates within the Manual.

After Initial Training, Franchisee will register for the Franchised Business location training. Immediately prior to the Soft Opening date, Franchisor shall provide pre-opening training, as stated in Article 1, which shall ensure that all materials, equipment, preparations and staff are prepared for Opening. Upon the completion of the pre-opening training, Franchisor and Franchisee shall open the Rosati's

Business to the invited soft opening guests or individuals. Franchisor will debrief with the Franchisee on any items that could be closer-aligned with Rosati's standards. All travel, room, board, and expenses for Franchisor trainers are Franchisee's responsibility.

Upon the completion of the training, Franchisor and Franchisee shall open the Rosati's Business to the public. Franchisor shall provide support to Franchisee through the Opening at the Franchisee's location, plus at least two (2) weeks following the opening. All travel room, board, and expenses for Franchisor's trainers is Franchisee's responsibility.

### **Section 8.2      Opening Project/ Advanced Marketing Training**

In conjunction with beginning operation of the Franchised Business, Franchisor will provide Franchisee with training and address any concerns highlighted in the operation of the Franchised Business during the Training Timelines reflected in Article 1 of this Agreement.

Franchisee shall provide written and photographic proof, if requested by Franchisor, of all opening marketing and Local Advertising actually performed. Said proof shall be remitted along with the Monthly Gross Sales Report as stated in Section 3.2.

Franchisor will provide Franchisee with assistance in procuring equipment, signs, fixtures, opening inventory, and supplies. Franchisor will either provide it to Franchisee directly or provide a list of Approved Suppliers with written specifications in the Manual. Franchisor does not install any items.

### **Section 8.3      Failure to Complete Initial Training Program**

If Franchisor determines that the Manager is unable to satisfactorily complete the training program described above, and if Franchisee fails or refuses to appoint or designate an alternative Manager, Franchisor has the right to terminate this Agreement. If this Agreement is terminated pursuant to this Section 8.3, Franchisee will execute a General Release, the same as the General Release attached as Exhibit 1; provided, however, that if a General Release is prohibited, Franchisee shall give the maximum release allowed by law. If Franchisee is a business entity and the Manager fails to complete the initial training program to Franchisor's reasonable satisfaction, Franchisee may be permitted to select a substitute Manager (who must be approved in writing by Franchisor) and such substitute Manager must complete the initial training to Franchisor's satisfaction. Franchisee will be required to pay Franchisor's then-current rates for Additional Training, at an already scheduled class, as set forth in the Manual.

### **Section 8.4      New Manager**

After beginning operations, should Franchisee name a new Manager, Franchisee must notify Franchisor in writing of the identity of the new Manager and Franchisor must approve in writing the new Manager. The new Manager must attend and complete the next available initial training program to Franchisor's satisfaction. Franchisee shall be responsible for all travel costs, room and board, and employees' salaries incurred in connection with the new Manager's attendance at such training. Franchisor reserves the right to require Franchisee to pay Franchisor's then-current rates for additional training, per class for an already scheduled class, for providing the new Manager an initial training program as set forth in the Manual.

### **Section 8.5 Refresher Training**

From time to time, Franchisor may provide, and if it does, has the right to require that the Manager, Franchisee's other managers and/or employees attend ongoing training programs or seminars during the term of this Agreement.

Franchisor shall not require the Manager, Franchisee's other managers and/or employees to attend more than one (1) session(s) in any calendar year and collectively not more than five (5) days in any calendar year, not including any annual convention that is held by Franchisor. Franchisee shall be responsible for all travel costs, room and board and employees' salaries incurred in connection with the Manager's, Franchisee's other managers' and/or employees' attendance at such training.

### **Section 8.6 Ongoing and Special Assistance**

Franchisor will provide Franchisee with Ongoing Assistance as Franchisor deems necessary. However, if Franchisee needs Special Assistance or if Franchisor must deal directly with the Franchisee's Customers, Franchisee's vendors or others directed by Franchisee, Franchisee will pay the Additional Assistance fee equal to the then-current daily rate as set forth in the Manual, payable by ACH Withdrawal, following the support overage, pursuant to Section 3.6.

### **Section 8.7 Additional Training**

From time to time, Franchisor may provide, and if it does, has the right to require that the Manager, Franchisee's other managers and/or employees attend additional training programs. Franchisor shall charge the amount stated in Article 1 or in the Manual, for additional training per additional trainees at Franchisor's facility.

After the Franchised Business has been open for approximately 12-24 months and as determined by Franchisor, Franchisee will be required to complete Profit Mastery University ("PMU"), an online training program which is provided by a third party, Business Resource Services ("BRS"). PMU allows for self-paced learning, and once you gain access to PMU, you will continue to have access to the program as long as you are a franchisee. Franchisee will not be allowed to participate in any facilitated performance groups (continuing education opportunities that focus on the franchised business performance) until Franchisee has completed PMU. PMU will also be required of franchisees who desire to purchase additional Franchised Businesses. Currently, the anticipated cost to access PMU will be approximately \$395, which Franchisee is required to pay directly to BRS.

### **Section 8.8 Temporary Management**

Following the death or incapacity of an owner of the Franchised Business, Franchisor may assume operation of the Franchised Business until the deceased or incapacitated owner's interest is transferred to a third-party approved by Franchisor, up to the maximum time stated in Article 1. Franchisor shall charge the temporary management fee, as stated in the Manual and/or in Article 1, plus per diem costs, during the time Franchisor is operating Franchisees Franchised Business. Franchisor shall also be entitled to reimbursement of any expenses Franchisor incurs that are not paid out of the operating cash flow of the Franchised Business, plus the plus the percentage of Franchisees Daily Gross Sales stated in the Manual during the time of assistance.

### **Section 8.9 Additional Operations Assistance**

Upon Franchisee request, and Franchisor approval, Franchisor may provide Additional Operations Assistance to the benefit of Franchisee. If Franchisor provides such assistance, it shall be for no longer than the time frame stated in Article 1 or as modified in the Manual. Franchisor shall be reimbursed at the rates then published in the Manual, plus Franchisee shall be responsible for all per diem and actual costs incurred by Franchisor or Franchisor staff in providing such assistance, including reimbursement of replacement personnel at Franchisor's business.

### **Section 8.10 National or Regional Meetings**

Franchisor does not currently provide an annual training at a National or Regional Convention. However, Franchisor reserves the right to start doing so, with a sixty-day (60) notice.

If activated, Franchisee's attendance would be mandatory. Franchisee would be required to pay for all expenses including travel, room and board, as well as the staff's payroll or income for two attendees annually. Additional attendees would be welcomed and would be billed pro-rata. If Franchisee fails to attend the Annual Convention Franchisee would incur an additional non-attendance penalty as listed in the Manual and / or the Notice.

## **ARTICLE 9 - MANUAL**

### **Section 9.1 Loan by Franchisor**

While this Agreement is in effect, Franchisor shall lend to Franchisee one (1) copy of the Manual or grant Franchisee access to an electronic copy of the Manual. Franchisee shall conduct the Franchised Business in strict accordance with the provisions set forth in the Manual. The Manual shall, at all times, remain the sole property of Franchisor and shall promptly be returned to Franchisor upon expiration or termination of this Agreement. Franchisee will be charged pursuant to the amount stated on the Summary Page for each Replacement copy of the Manual.

### **Section 9.2 Revisions**

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

Franchisee agrees that, because complete and detailed uniformity under many varying conditions may not be possible or practical, Franchisor reserves the right, in its sole discretion and as it may deem in the best interests of all concerned in any specific instance, to vary standards for any Franchisee.

### **Section 9.3 Confidentiality**

The Manual contains Trade Secrets, Know-How and other Confidential Information of Franchisor and the intellectual property owner, Rosati's Franchise Systems, Inc., RFSI and approved vendors, and its contents shall be kept confidential by Franchisee and all Covered Persons both during the term of the

Franchise and subsequent to the expiration and non-renewal or termination of this Agreement. Franchisee shall at all times ensure that its copy of the Manual is available at the Approved Location in a current and up-to-date manner. Whether the Manual is in paper form or stored on computer-readable media or both, Franchisee shall maintain the Manual in a secure manner at the Approved Location. If the Manual is in electronic form, Franchisee shall maintain the Manual in a password-protected file. Franchisee shall only grant authorized personnel, as defined in the Manual, access to the Manual or any key, combination or passwords needed for access to the Manual. All persons whom Franchisee permits to have access to the Manual or any other Confidential Information must first be required by Franchisee to sign the Confidentiality Agreement provided by Franchisor. Franchisee shall not disclose, duplicate or otherwise use any portion of the Manual in an unauthorized manner.

## **ARTICLE 10 - FRANCHISE SYSTEM**

### **Section 10.1 Uniformity**

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

Franchisee must strictly enforce the Rosati's Culture and individual appearance requirements and dress code requirements with all employees and independent contractors that Franchisee contracts with or hires, as more specifically stated in the Manual.

Franchisee does not have any rights to charge, offer or sell any product or service except within the stated Required Pricing Parameter stated in Article 1 or in the Manual. Additionally, Franchisee will be required to honor all pricing published in national advertisements for products and services.

Franchisor shall treat all Franchisees equal; however, Franchisor reserves the right, in its sole discretion and as it may deem in the best interests of all concerned in any specific instance, to vary standards for any Franchisee. All services and support shall be on a first come first served basis. Large or multi-unit owners shall not receive any special treatment by Franchisor over single unit Franchisees. If Franchisor creates or rolls out new System programs, services or benefits, they shall be immediately applicable to all Franchisees in the RPE System, unless Franchisor is conducting a test market study with certain Franchisees. All Franchise Agreements shall contain this same provision.

### **Section 10.2 Modification of the System**

Franchisee recognizes that from time to time, Franchisor may introduce, as part of the System, other methods or technology which require certain System modifications including, without limitation, the adoption and use of modified or substitute Marks, new computer hardware and software, equipment, signs, or fixtures. Franchisee agrees to make all required upgrades and modifications at its expense as may be required by Franchisor; provided, however, Franchisee shall not be required to make any expenditure that will require Franchisee to spend more than Franchisee's initial investment during the initial term of the Franchise Agreement. If such additional investment is required to be made in the last year of the initial term, Franchisee may avoid making the investment by providing notice of intent not to renew the Franchise Agreement unless the investment is in connection with a modification to the System required by law or court order. Franchisee acknowledges any required expenditures for changes or upgrades to the System shall be in addition to expenditures for refurbishment, remodeling, repairs and maintenance as required in Article 5 of this Agreement.

### **Section 10.3 Variance**

Franchisor has the right to vary standards or specifications for test market purposes or for any Franchisee based upon that particular Franchisee's qualifications, the peculiarities of the particular site or circumstances, the demographics of the trade area, business potential, existing business practices or any other condition which Franchisor deems to be of importance to the successful operation of any particular Rosati's Business. Franchisor shall not be required to disclose or grant to Franchisee a like or similar variance.

## **ARTICLE 11 - ADVERTISING AND PROMOTIONAL ACTIVITIES**

### **Section 11.1 Local Advertising**

Franchisee shall continuously promote the Franchised Business through Local Advertising and participate in any local marketing and promotional programs Franchisor establishes from time to time which includes a graphics package for use on Franchisee's vehicles as specified in the Manual. ("Local Advertising")

During every one (1) quarter period after the Franchised Business opens, Franchisee must contribute or spend the minimum stated on the Summary Page, in the Manual as may be amended upon notice, and within Article 1, on local advertising in an effort to assist Franchisee to grow the business. A report of all expenditures and the ads utilized, and the location placed must be submitted to Franchisor quarterly on the first Thursday of the month after the quarter ends.

During Grand Opening, which is defined in Article 1 of this Ongoing Franchise Agreement, Franchisee must spend the required amount shown in Article 1 on the approved advertising items with only Approved Suppliers. Franchisee will not be required to control their own advertising for Grand Opening, and will have input into the advertising used which may include print or news media or direct mail advertising, dues for business organizations, event dues or other solicitation and promotional efforts. Franchisee will report, pursuant to Section 8.2 what advertising was actually used for the Grand Opening.

Franchisee may choose to spend whatever amount Franchisee determines best; however, at no time may Franchisee spend less than what is required.

Franchisee must submit to Franchisor, for its prior approval, all advertising and promotional materials, Press Releases and News Releases to be used by Franchisee, in accordance with Article 1 and the Manual, including for Grand Opening. Franchisee shall not engage the media or publish anything without prior written approval by Franchisor. Franchisor shall use reasonable efforts to provide notice of approval or disapproval within the time stated in the Manual from the date of receipt by Franchisor. If Franchisor does not approve of the submitted materials in writing, such materials shall be deemed to have not received the required approval. Franchisee shall not use any marketing or promotional materials prior to receiving written approval by Franchisor. Any advertising materials Franchisee creates will become Franchisor's exclusive property, and Franchisor may use or distribute these materials in any manner Franchisor deems appropriate, without compensation to Franchisee. Additional terms are contained in Section 11.2 and 12.5.

### **Section 11.2 National Advertising Fund**

Franchisor has established a National Advertising Fund, which Franchisee, and all Franchisor locations, must contribute to as defined in Section 3.3. This Marketing Fund shall be maintained and administered by Franchisor or its designee as follows:

- i. The program(s) may be local, regional or System-wide;
- ii. Franchisor shall oversee all marketing programs, with sole control over creative concepts, materials and media used in such programs, and the placement and allocation thereof. Franchisor does not warrant that any particular Franchisee will benefit directly or pro rata from expenditures by the Marketing Fund. The program(s) may be local, regional or System-wide;
- iii. Franchisee's Marketing Fund Contributions may be used to meet the costs of or to reimburse Franchisor for its costs of producing, administering (including the cost of personnel), maintaining, directing and conducting research and advertising. Advertising shall include without limitation: the cost of preparing and conducting television, radio, billboard, Internet, video, video-streaming, digital signage, audio, magazine, newspaper, direct mail advertising campaigns, conventions and other public relations activities; developing and/or hosting an Internet web page or site and similar activities; employing advertising agencies to assist therein; and providing promotional brochures and other marketing materials to Franchisees;
- iv. all National Advertising Fund Contributions shall be maintained in a separate account(s) from Franchisor's other monies and shall not be used to defray any of Franchisor's general operating expenses, except up to the amount shown in Article 1 for such reasonable costs and expenses Franchisor may incur in activities reasonably related to the media creation and administration of the National Advertising Fund, including the cost of personnel;
- v. Franchisor shall endeavor to spend all National Advertising Fund Contributions on marketing programs and promotions during Franchisor's fiscal year within which such contributions are made. If excess amounts remain in any National Advertising Fund at the end of such fiscal year, all expenditures in the following fiscal year(s) shall be made first out of such excess amounts, including any interest or other earnings of the National Advertising Fund, and then out of current contributions;
- vi. although Franchisor intends the National Advertising Fund, if established, to be of perpetual duration, Franchisor has the right to terminate the National Advertising Fund at any time. The National Advertising Fund shall not be terminated, however, until all National Advertising Fund Contributions and earnings have been expended for advertising and promotional purposes or returned to Franchisee and other Franchisees on a pro rata basis based on total National Advertising Fund Contributions made in the aggregate by each Franchisee;
- vii. an accounting of the operation of the National Advertising Fund shall be prepared annually and shall be available to Franchisee upon request; however, it is the intention of the Franchisor to provide an unaudited copy of the National Advertising Fund accounting to all Franchisees annually. Franchisor retains the right to have the National Advertising Fund audited, at the expense of the National Advertising Fund, by an independent certified public accountant selected by Franchisor; and
- viii. Franchisee acknowledges the National Advertising Fund is not a trust and Franchisor assumes no fiduciary duty in administering the National Advertising Fund.

### **Section 11.3 Cooperative Advertising**

At this time, there is no Cooperative Advertising program option for the Franchisees. Franchisor retains the right to create one at any time in the future.

In the future if Franchisor creates a Cooperative Advertising Program, all advertising and promotional materials suggested to be used by any cooperative or advertisement including, but not limited to, ad copy, coupons, flyers, scripts and direct mail. Franchisor shall use reasonable efforts to provide notice of approval or disapproval within thirty (30) days from the date all requested material is received by Franchisor. If Franchisor does not approve submitted materials within thirty (30) days, such materials shall be deemed to have not received the required approval. The submission of advertising materials to Franchisor for approval shall not affect the Cooperative Advertising council's right or Franchisees' rights to determine the prices at which Franchisees sell products or provides services. Franchisor owned outlets do not have voting powers in cooperatives when established. Although Franchisor has the right to require the Cooperative Advertising program to be created, Franchisor does not have the power to dissolve or merge it with other programs without the majority consent of all Franchisees.

### **Section 11.4 Internet Advertising**

Franchisee, and any Cooperative Advertising program, may not establish a presence on or market using, the Internet in connection with the Franchised Business without Franchisor's prior written consent. Franchisor has established and maintains an Internet website at the uniform resource locator, [www.MyRosatis.com](http://www.MyRosatis.com), and [www.RosatisFranchising.com](http://www.RosatisFranchising.com), which provides information about the System and the services Franchisor, its Affiliates and its Franchisees provide. Franchisor will include at the Rosati's website an interior page containing information about the Franchised Business, whose leads from that page will be directed solely to Franchisee.

Franchisor retains the exclusive right to advertise or use the Marks on the Internet, including the use of websites, domain names, uniform resource locators, linking, search engines (and search engine optimization techniques), banner ads, video, video-streaming, digital signage, audio, meta-tags, marketing, auction sites, e-commerce and co-branding arrangements. Franchisee may be requested to provide content for Franchisor's Internet marketing and shall be required to follow Franchisor's intranet and Internet usage rules, policies and requirements. Franchisor retains the sole right to approve any linking to or other use of, the Rosati's website. Further, Franchisor retains the right to utilize whatever form of advertising that may become available in the future.

Franchisor has the sole right to maintain Social Media sites and/or applications including, but not limited to: X, Facebook, Instagram, Tik Tok, LinkedIn and other sites or applications that Franchisor may establish. Franchisor does not allow Franchisee to establish or utilize Social Media sites or applications for business purposes. Franchisee and Franchisee's employees do not have the right to utilize the Marks, any of the Trade Secrets, the Confidential Information, the common law copyrighted materials including the programs, photographs, program names, signage, promotional materials, Manual, training materials, Franchise Agreements, and/or any other documents, materials and items for the general ambiance and decor used in the operation of the System and the Rosati's Businesses on any Social Media sites and/or applications, even if made from Franchisee's personal Social Media account. Further, any representations from Franchisee or Franchisee's employees regarding Franchisee's profits or earnings made on any Social Media site and/or application, even if made from a personal Social Media account, is deemed a breach of Confidential Information under this Franchise Agreement.

## **Section 11.5 Telephone Directory Advertising**

Franchisee is required to list and advertise the telephone number(s) for the Franchised Business in the “white pages” telephone directory distributed in its trade area, and online, which is a free service. Franchisee must be in the directory heading or category as specified by Franchisor. Franchisee must list the Franchised Business in or on Google Business, Facebook Ads, Bing and Google Adwords. All online or Internet-based requirements will be completed by a marketing agency, Franchisee will be responsible for the costs associated with any other online listings.

At this time, there is no Advertising Council option for the Franchisees. Franchisor retains the right to create one at any time in the future.

## **ARTICLE 12 - ACCOUNTING, RECORDS AND REPORTING OBLIGATIONS**

### **Section 12.1 Records**

After the opening date of the Franchised Business, Franchisee shall in Good Faith, submit to Franchisor, monthly, the financial, operational and statistical reports and information as Franchisor may require to (i) provide Franchisee with consultation and advice in accordance with this Agreement; (ii) monitor Franchisee's performance under this Agreement and Franchisee's purchases, revenue, operating costs, expenses and profitability; (iii) develop chain-wide or system statistics; (iv) develop new operating procedures; (v) develop new authorized services, remove unsuccessful authorized services, including unsuccessful Approved Suppliers and improve and enhance authorized services; and (vi) implement changes in the Rosati's System to respond to competitive and marketplace changes.

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

### **Section 12.2 Financial Management**

Franchisee shall make available sufficient working capital to permit operation of the Franchised Business in compliance with this Agreement. Franchisee shall pay the debts of, and taxes and assessments against the Franchised Business. Franchisee shall discharge any encumbrance within thirty (30) days or enter into an arrangement with debtor within thirty (30) days or, within a reasonable time as directed by a judge, to discharge the debts / encumbrance against the Franchised Business.

### **Section 12.3 Gross Sales Reports**

Franchisee in Good Faith, shall maintain an accurate record of Gross Sales and shall deliver to Franchisor by close of business each Monday via e-mail or intranet system a signed and verified statement of Gross Sales (“Gross Sales Report”) for the previous Monday to Sunday in a form that Franchisor approves or provides in the Manual, which shall be submitted together with the Royalty Fee and Technology Fee.

## **Section 12.4 Financial Statements**

Franchisee shall supply to Franchisor on or before the first Monday of each month, in a form approved by Franchisor, a balance sheet as of the end of the last day of the preceding month and an Income Statement or Profit & Loss Statement for the preceding month and the fiscal year-to-date. Franchisee shall, at its expense, submit to Franchisor within thirty (30) days after the end of each calendar year, an Income Statement for the calendar year just ended and a Balance Sheet as of the last day of the calendar year. Such financial statements shall be prepared in accordance with generally accepted accounting principles applied on a consistent basis. If required by Franchisor, such financial statements shall be compiled, reviewed or audited by a certified public accountant. Franchisee shall submit to Franchisor such other periodic reports in the manner and at the time specified in the Manual or otherwise in writing.

Monthly and on the 31st of January of each year, after the Franchised Business opens, Franchisee must furnish to Franchisor a full sales report from the POS, plus an accurate accounting of the full expenditures and income on the Profit & Loss Statement for the preceding month or calendar year. These reports must utilize the approved Chart of Accounts provided for in the Manual.

## **Section 12.5 Initial Investment and Other Reports**

Within 120 days after opening for business, Franchisee shall submit to Franchisor a report detailing Franchisee's investment costs to develop and open the Franchised Business, with costs allocated to the categories described in Item 7 of the Franchise Disclosure Document Franchisee received, and with such other reasonable information as Franchisor may request.

Franchisee shall submit the Local Marketing Report and the National Advertising Fund Contribution Reports monthly along with the Gross Sales Reports as stated in Section 12.3. Franchisee shall submit to Franchisor copies of all state sales tax returns that are required to be filed with the appropriate governmental agency and such other records as Franchisor may reasonably request from time to time or as specified in the Manual. Franchisor shall have the right to release financial and operational information relating to the Franchised Business to Franchisor's prospective Franchisees, Franchisor's lenders or prospective lenders, as required with respect to offering Franchisor's or its Affiliate's securities to the public or as required to sell, merge or in any other manner transfer Franchisor's assets or any type of certificates representing an ownership interest in Franchisor. Franchisee shall certify as true and correct all reports to be submitted pursuant to this Agreement.

## **Section 12.6 Computer/Software/Phone System**

Franchisee must purchase, install, update, upgrade and use computer, credit card processing systems, surveillance systems, point-of-sale system, software and phone systems consisting of hardware and software in accordance with Franchisor's specifications listed in the Manual.

Franchisor may establish and maintain an Intranet (the "Intranet") through which Franchisor, Franchisor's employees and Franchisor's franchisees may communicate with each other, and through which Franchisor may disseminate the Manual, updates thereto and other Confidential Information. Franchisor has discretion and control over all aspects of the Intranet, including its content and functionality. Franchisor have no obligation to maintain the Intranet indefinitely and may dismantle it at any time without liability to Franchisee. The language used on the Intranet is English.

Franchisee will have the privilege to use the Intranet, subject to Franchisee's strict compliance with the standards and specifications, protocols and restrictions (collectively, "Franchisor Protocols") that Franchisor may establish from time to time. Such Franchisor Protocols may relate to, among other things,

(i) the use of abusive, slanderous or otherwise offensive language in electronic communications; (ii) communications between or among franchisees that endorse or encourage breach of any franchisee's franchise agreement; (iii) confidential treatment of materials that Franchisor transmit via the Intranet; (iv) password protocols and other security precautions; (v) grounds and procedures for Franchisor suspending or revoking a franchisee's access to the Intranet; and (vi) a privacy policy governing Franchisor access to and use of electronic communications that franchisees post to the Intranet. Franchisee acknowledges that, as administrator of the Intranet, Franchisor can technically access and view any communication that any person posts on the Intranet. Franchisee further acknowledges that the Intranet facility and all communications that are posted to it will become Franchisor property, free of any claims of privacy or privilege that you or any other person may assert.

Franchisee shall establish and continually maintain until the termination of the Franchise Agreement an electronic connection (the specifications of which will be specified in the Manual) with the Intranet that allows us to send messages to and receive messages from Franchisee, subject to the Franchisor Protocols. If Franchisee breaches or is in default under the Franchise Agreement or any other agreement with Franchisor or Franchisor Affiliates, Franchisor may disable or terminate Franchisee's access to the Intranet without us having any liability to Franchisee, and in which case Franchisor will only be required to provide Franchisee a paper copy of the Manual and any updates thereto, if none have been previously provided to Franchisee, unless Franchisee is not otherwise entitled to the Manual.

In accordance with Franchisor's specifications listed in the Manual, Franchisee must purchase, for use in the Franchised Business at least three (3) computers (placement will be discussed in the Manual) with the specified software installed on them. Franchisor may require that Franchisee add additional, new or substitute software, replace or upgrade the computer systems and equipment, and enter into maintenance agreements with third parties. Franchisee must acquire, install, and maintain all required anti-virus and anti-spyware software as designated by Franchisor in addition to any email or Internet usage policies that Franchisor require within thirty (30) days of written notice. Franchisee is solely responsible for updating the manufacturer's software on each device and ensuring that each device is not running old versions of the software.

There is currently only one approved point of sale system that Franchisee will use that satisfies Franchisor requirements. Also in accordance with Franchisor's specifications listed in the Manual, Franchisee must purchase the approved system through an approved supplier. Franchisee must purchase and install Arrow Point of Sale system, Rosati's version which will include the software and hardware required to operate the Franchised Business. In addition to this the hardware required to interact with the Pizza Cloud platform and AI platform as approved by Franchisor, which is subject from time to time.

Presently, Franchisor suggests Franchisee to have QuickBooks accounting system. Rosati's has not obtained a multi-user franchising direct agreement with the manufacture of QuickBooks. Although Franchisor does not set the pricing, the manufacturer does, currently the pricing for QuickBooks is \$60 per month for the online version. In addition, Franchisee must utilize the QuickBooks Learning package if Franchisee does not currently use QuickBooks, which is currently \$60 per month for the online version through Rosati's. Franchisor will have access to the accounting system through QuickBooks remote access to validate the revenue for royalties. (Franchise Agreement Section 3.6)

There is currently only one approved phone system that Franchisee will use that satisfies Franchisor requirements. The phone system utilized Pizza Cloud. Franchisee must purchase the approved system through Rosati's. Franchisor reserves the right to act as collection agent for the phone system, and collect fees Franchisee owes. These fees will be a part of the Technology Fees collected from Franchisee on a monthly basis. Franchisee must purchase and use only the authorized phone and its system to operate the Franchised Business.

There are other electronic requirements Franchisee must adhere to. Each location must have a music system on at all times during business hours which play Franchisor's preapproved playlists. Franchisee must maintain a music system that will play Franchisor's specified Rosati's music channel. Franchisee must use and maintain all security or surveillance camera systems specified in the Manual.

Franchisor shall have full access to all of Franchisee's computer(s), software, phone data and systems and all related information by means of continuous direct access, whether in person or by telephone, modem or Internet to permit Franchisor to verify Franchisee's compliance with its obligations under this Agreement. Franchisor shall have the right to independently access Franchisee's entire computer, point-of-sale system, software and phone data and systems and all related information collected or compiled by Franchisee or in accordance with Franchisee's use of the computer, software, and phone systems, at any time, without notifying Franchisee.

Franchisor reserves the right to modify the System on an ongoing basis. Neither Franchisor, nor an affiliate or any third party are obligated to provide maintenance, repairs, upgrades or updates to Franchisee's Computer System, or any component of the System. It is recommended that you obtain a maintenance contract with a reputable organization for your Computer System. Franchisee may be required to upgrade or update any computer software program during the term of the Franchise Agreement, and have hardware that will support all required software programs. There are no contractual limitations on the frequency or costs associated with this obligation.

Computer systems are vulnerable in varying degrees to computer viruses, bugs, power disruptions, communication line disruptions, Internet access failures, Internet content failures and similar problems, and attacks by hackers and other unauthorized intruders ("E-Problems"). Franchisor has taken reasonable steps so that E-Problems will not materially affect the Franchisor's business. Franchisor does not guarantee that information or communication systems that Franchisor or others supply will not be vulnerable to E-Problems. It is Franchisee's responsibility to protect itself from E-Problems. Franchisee should also take reasonable steps to verify that its suppliers, third-party vendors, lenders, landlords, and governmental agencies on which it relies, have reasonable protection from E-Problems. This may include taking reasonable steps to secure Franchisee systems (including firewalls, password protection and anti-virus systems) and to provide backup systems.

### **Section 12.7 Right to Inspect**

Franchisor or its designee has the right, during normal business hours, to examine copy and audit the books, records and tax returns (both the business returns and Franchisee personal income tax returns) of Franchisee and the Franchised Business' computers or other electronic devices. If the audit or any other inspection should reveal that any payments to Franchisor have been underpaid, then Franchisee shall immediately pay to Franchisor the amount of the underpayment plus late fees and interest as defined in Section 3.7. If the audit is conducted due to (i) Franchisee's failure to provide required reports to Us or (ii) if any such inspection or audit reveals an underpayment of two percent (2%) or more of the amount due for any period covered by the audit, then Franchisee shall in addition, reimburse Franchisor for any and all costs and expenses connected with the inspection (including, without limitation, travel expenses and reasonable accounting and attorneys' fees). In addition to any other rights Franchisor may have, including the right to Terminate this Agreement, Franchisor may conduct such further periodic audits and/or inspections of Franchisee's books and records as Franchisor reasonably deems necessary for up to one (1) year(s) thereafter at Franchisee's sole expense, including, without limitation, reasonable professional fees, travel, and lodging expenses directly related thereto. The foregoing remedies shall be in addition to any other remedies Franchisor may have.

In the event that there are two (2) deficiencies during any rolling twelve (12) month period, the second deficiency shall be considered a material default of this Agreement and Franchisor shall have the right to terminate this Agreement without providing Franchisee the opportunity to cure the default.

Franchisee will be required to pay for any other third-part audits or assessments, including any governmental type assessments or audits.

### **Section 12.8 Release of Records**

At Franchisor's request, Franchisee shall authorize and direct any third parties, including accounting, banking and legal professionals and tax authorities, to release to Franchisor all accounting and financial records arising from or relating to the operation of the Franchised Business including, but not limited to, records evidencing Gross Sales, profits, losses, income, tax liabilities, tax payments, including federal, state and local tax returns, revenues, expenses, and any correspondence, notes, memoranda, audits, business records or internal accounts within said third parties' possession, custody or control, and to continue to release such records to Franchisor on a monthly basis for the length of the unexpired term of this Agreement plus three (3) years or until such time as Franchisor withdraws its request. Franchisee shall execute all documents necessary to facilitate the release of records referenced herein to Franchisor.

## **ARTICLE 13 - STANDARDS OF OPERATION**

### **Section 13.1 Authorized Products, Services and Suppliers**

Franchisee acknowledges the reputation and goodwill of the System is based in large part on offering high quality services to its customers. Accordingly, Franchisee shall provide or offer for sale or contract to offer for sale or use at the Franchised Business only those product items, supplies, and services Franchisor from time to time approves (and which are not thereafter disapproved) and that comply with Franchisor's specifications and quality standards. If required by Franchisor, any such items or services shall be purchased only from "Approved Suppliers" that Franchisor designates or approves (which might include or be limited to, the Franchisor or a third-party from which Franchisor may derive a fee or profit). Franchisee shall not offer for sale, sell or provide through the Franchised Business or from the Approved Location any items or services Franchisor has not approved in writing.

Franchisor shall provide Franchisee, in the Manual or other written or electronic form, with a list of Approved Suppliers for some or all of the specified items and services, and Franchisor may from time-to-time issue revisions to such list. Franchisor's designation of a particular third-party supplier whom Franchisee must purchase, lease or license specified services from does not constitute a representation or warranty of the Approved Supplier's ability to meet Franchisee's requirements nor of the fitness or merchantability of the services sold, leased or licensed by the supplier. Franchisee understands and agrees that its sole remedy in the event of any shortages, delays or defects in the services purchased, sold, leased from a designated third-party Approved Supplier shall be against the Approved Supplier, not Franchisor or Franchisor's Indemnitees.

FRANCHISOR DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES CONCERNING ANY PRODUCTS OR SERVICES PROVIDED BY APPROVED SUPPLIERS, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AVAILABILITY, QUALITY, PRICING OR PROFITABILITY. ALL WARRANTIES ARE DERIVED STRICTLY AND SOLELY FROM THE MANUFACTURERS, AND NOT FROM ANY APPROVED SUPPLIERS, UNLESS STATED OTHERWISE IN WRITING FROM THE APPROVED SUPPLIERS. Franchisee acknowledges that Franchisor may, under appropriate

circumstances, receive fees, commissions, field-of-use license royalties or other consideration from Approved Suppliers based on sales to Franchisees, which consideration shall be contributed to Franchisor.

Franchisor may exercise its option to act as an intermediary between Franchisee or customer and Approved Supplier. However, this act by Franchisor does not create or constitute an agency relationship, nor an informed intermediary relationship between Franchisor and Approved Supplier and does not subject Franchisor to any liability on behalf of Approved Supplier's warranty nor any product liability under any theory, in any jurisdiction.

If Franchisee desires to utilize any services or products Franchisor has not approved (or for services and products that require supplier approval by Franchisor), Franchisee shall first send to Franchisor, on the approved form or in the approved format, as noted in the Manual and which may be modified from time to time, sufficient information, specifications and samples for Franchisor to determine whether the service or product complies with its standards and specifications or whether the supplier meets its Approved Supplier criteria. Approval of a supplier may be conditioned on the supplier's ability to provide sufficient quantity of product, quality of products or services at competitive prices, production and delivery capability, and dependability and general reputation. Nothing in this Section shall be construed to require Franchisor to approve any particular supplier or to require Franchisor to make available to prospective suppliers, standards and specifications Franchisor deems confidential.

Notwithstanding anything to the contrary in this Agreement, Franchisor has the right to review from time to time its approval of any items or suppliers. Franchisor and Franchisee shall comply with the procedures and requirements stated in Article 1 for the Prospective Supplier Evaluation and the Vendor and Product Approval Requirements and timeframes.

Franchisor has the right to designate certain products and services, not otherwise authorized for general use as part of the System, to be offered locally or regionally based upon such factors as Franchisor determines including, but not limited to, Franchisee qualifications, test marketing, either for the purpose of customer or operational feedback or evaluation, and regional or local legal differences. Franchisor has the right to give its consent to one or more Franchisees to provide certain products or services not authorized for general use as part of the System. Such consent will be based upon the factors set forth in this Section and shall not create any rights in Franchisee to provide the same products or services.

### **Section 13.2 Appearance and Condition of the Franchised Business; Refurbishment**

Franchisee shall maintain the Franchised Business and the Approved Location in "like new" condition, and shall repair or replace furnishings, equipment, fixtures and signage as necessary to comply with the standards and specifications of Franchisor and Franchisee's lessor and any applicable laws or regulations. Franchisee shall refresh the floors, walls, seating and signage including vehicle wraps, if you have them, to like-new condition per Article 1 and shall be in addition to any required System modifications, as described in Section 10.2. Further, Franchisee shall be required to refurbish and update the Approved Location throughout the term of this Agreement as necessary and/or as directed by Franchisor.

### **Section 13.3 Ownership and Management**

The Franchised Business shall, at all times, be under the direct supervision of Franchisee or a Manager who has successfully completed Franchisor's training program. The Manager shall devote sufficient efforts to the management of the day-to-day operations of the Franchised Business. Franchisee shall keep Franchisor informed, in writing, at all times of the identity of its current Manager. Franchisee

must not engage in any business or other activities that will conflict with its obligations under this Agreement.

#### **Section 13.4 Days of Operation**

Franchisee shall keep the Franchised Business open for business during normal business hours and on the days specified in the Manual, unless approved in advance in writing.

#### **Section 13.5 Inspections**

Franchisee will permit Franchisor and/or Franchisor's representatives to enter Franchisee's location or office at any time during normal business hours or upon reasonable notice, for purposes of conducting inspections. Franchisee will cooperate fully with Franchisor and/or Franchisor's representatives in inspections by rendering assistance as Franchisor and/or Franchisor's representatives may reasonably request and by permitting them, at their option, to observe how Franchisee is selling the products and rendering the services, to monitor sales volume, to conduct a physical inventory, to confer with Franchisee's employees and customers and to remove samples of any products, supplies and materials in amounts reasonably necessary to return to Franchisor's office for inspection and record keeping. The inspections will be performed in a manner that minimizes interference with the operations of your Rosati's Business. Franchisor and/or Franchisee may videotape the inspections. Upon notice from Franchisor, and without limiting Franchisor's rights under this agreement, Franchisee will take all necessary steps to correct immediately any deficiencies detected during inspections, including immediately stopping use of any equipment, advertising, materials, products, supplies or other items that do not conform to Franchisor's then current requirements. If Franchisee fails or refuses to correct any deficiency, Franchisor has the right, without any claim to the contrary by Franchisee, to enter Franchisee's location or office without being guilty of trespass or any other tort, for the purpose of making or causing to be made all corrections as required, at Franchisee's expense, payable by Franchisee upon demand.

#### **Section 13.6 Licenses and Permits**

Franchisee is solely responsible for ensuring that the Franchised Business is designed, constructed or improved, equipped and furnished in accordance with System standards. Franchisee shall secure and maintain in force all required licenses, permits and certificates, including a business license or Franchisee's state's equivalent, necessary for the operation of the Franchised Business and shall operate the Franchised Business in full compliance with all applicable laws ordinances and regulations, including without limitation all government regulations relating to environmental protection, occupational hazards and health, workers' compensation insurance, unemployment insurance and withholding and payment of federal and state income taxes, social security taxes and sales taxes, if applicable. Franchisor makes no representation to Franchisee with regard to any legal requirements that Franchisee must satisfy or comply with in connection with the operation of the Franchised Business. Franchisee shall be solely responsible for investigating and complying with all such laws ordinances and regulations with regard to the operation of the Franchised Business.

#### **Section 13.7 Notification of Proceedings**

Franchisee shall notify Franchisor in writing of the commencement of any action, suit or proceeding involving Franchisee or the Franchised Business or of the issuance of any order, writ, injunction, award or decree which may affect the operation or financial condition of the Franchised Business not more than twenty-four (24) hours after such commencement or issuance. Franchisee shall deliver to Franchisor not more than seventy-two (72) hours after Franchisee's receipt thereof, a copy of any inspection report, warning, certificate or rating by any governmental agency relating to any law, rule or regulation that reflects

a notice of re-inspection by a date certain by the governmental agency or Franchisee's noncompliance or less than full compliance with any applicable law, rule or regulation. Franchisee will provide Franchisor with any information Franchisor requests, within seventy-two (72) hours of request, about the progress and outcome of events.

### **Section 13.8 Compliance with Good Business Practices**

Franchisee acknowledges that the quality of customer service, and every detail of appearance and demeanor of Franchisee and its employees, is material to this Agreement and the relationship created hereby. Therefore, Franchisee shall endeavor to maintain and require from its employees and contracted personnel, if applicable, high standards of quality and service in the operation of the Franchised Business. Franchisee shall at all times give prompt, courteous and efficient service to customers of the Franchised Business. Franchisee shall immediately resolve any customer complaints regarding the quality of service of the Franchised Business or any similar complaints. When any customer complaints cannot be immediately resolved, Franchisee shall use his/her best efforts to resolve the customer complaints as soon as practicable and shall, whenever feasible, give the customer the benefit of the doubt. The Franchised Business shall in all dealings with its customers, vendors and the general public, adhere to the highest standards of honesty, fair dealing and ethical conduct. If Franchisor, in its sole discretion, determines that its intervention is necessary or desirable to protect the System or the goodwill associated with the System or if Franchisor, in its sole discretion, believes that Franchisee has failed to adequately address or resolve any customer complaints, Franchisor may, without Franchisee's consent, resolve any complaints and charge Franchisee an amount sufficient to cover Franchisor's reasonable costs and expenses in resolving the customer complaints, which amount Franchisee shall pay to Franchisor immediately on demand. Franchisor has the right to terminate this Agreement for violation of this Section.

Franchisee agrees to refrain from any business or advertising practice which may be injurious to Franchisor's business and the goodwill associated with the Proprietary Marks and other Rosati's Businesses. Franchisee and Franchisee's employees shall be required to adhere to all aspects of this Section. Failure to adhere to this section shall result in a default of this Agreement.

Franchisee will maintain, throughout the Term and any exercised Renewal Term, sufficient capital to operate the business and which amount may be determined by the Franchisor from time to time. Capital shall be calculated as the aggregate amount of cash in share capital and shareholders' loans maintained by a corporate Franchisee or cash contributed to the Franchised Business in the case of a personal Franchisee.

Franchisee and Franchisee's owners agree to comply, and to assist Franchisor to the fullest extent possible in our efforts to comply with Anti-Terrorism Laws (defined below). In connection with that compliance, Franchisee and Franchisee's owners certify, represent, and warrant that none of Franchisee's property or interests is subject to being blocked under, and that Franchisee and Franchisee's owners otherwise are not in violation of, any of the Anti-Terrorism Laws. "Anti-Terrorism Laws" mean Executive Order 13224 issued by the President of the United States, the USA PATRIOT ACT, and all other present and future federal, state, and local laws ordinances, regulations, policies, lists, and other requirements of any governmental authority addressing or in any way relating to terrorist acts and acts of war. Any violation of the Anti-Terrorism Laws by Franchisee or Franchisee's owners or any blocking of Franchisee or Franchisee owners' assets under the Anti-Terrorism Laws, shall constitute good cause for immediate termination of this Agreement, as provided in Section 16.2 below.

### **Section 13.9 Uniforms**

Franchisee shall abide by any uniform or dress code requirements stated in the Manual or otherwise. Failure to wear such designated uniforms shall cause Franchisor to provide Franchisee notice of violations

of Franchisor's System and procedures and which could, in turn, lead to a notice of termination of this Agreement.

### **Section 13.10 Credit Cards**

Franchisee shall honor all credit cards approved by Franchisor. Franchisee must obtain the prior written consent of Franchisor prior to honoring any previously unapproved credit cards or other credit devices. Franchisee shall keep all communication connections and access to financial and credit card information secure in a manner which is in compliance with all legal requirements and security requirements or issuing credit card companies. Franchisee shall at all times comply with all payment card industry data security standards laws and regulations including any laws applicable to abandoned property and escheat and shall hold Franchisor harmless from any and all claims and liabilities.

### **Section 13.11 Best Efforts**

Franchisee shall use its best efforts to promote and increase the sales and recognition of services offered through the Franchised Business. Franchisee shall require all of Franchisee's independent contractors, employees, Managers, officers, agents and representatives to make a good faith effort to enhance and improve the System and the sales of all services and products provided as part of the System. Best efforts are defined as the Franchisee's full time focused attempt at growing the Franchised Business. Franchisor will have the sole discretion to issue a Notice of Default with ninety (90) days right to cure or in the alternative, Franchisee may lose territorial exclusivity.

Franchisee is encouraged to submit suggestions, in writing, to Franchisor for improving elements of the system, including products, services, equipment, service format, advertising and any other relevant matters, that Franchisor considers adopting or modifying standards, specifications and procedures for the system. Franchisee agrees that any suggestions made are Franchisor's exclusive property. Franchisor has no obligation to use any suggestions. If any suggestion is implemented by Franchisor, said suggestion will become part of the system and no compensation is owed to Franchisee. Franchisee may not use any suggestions inconsistent with Franchisee's obligations under this agreement without our written consent.

### **Section 13.12 Period of Operation**

Notwithstanding local law, Franchisee must keep the Franchised Business open to the public and operating during the days and times as set forth in the Manual.

### **Section 13.13 Former Franchisees**

Franchisee acknowledges that Former Franchisees are in a position to compete unfairly with Franchisor, Franchisee and/or other members of the System, and cause great injury to the reputation of the System and/or the Proprietary Marks. Franchisee therefore agrees as follows:

i. Franchisee will not sell, loan, give or otherwise transfer or deliver to any Former Franchisee or allow any Former Franchisee to copy or otherwise obtain, any confidential business information about the System; any advertising or promotional materials produced by the National Advertising Fund or by Franchisor or which bear any of the Proprietary Marks; any other of our materials or publications, including, without limitation, the Manual; any directory or roster of Franchisees or Approved Suppliers, any other customer lists or mailing lists pertaining in any way to the System; or any other information about the Rosati's Business or the System which is not available to the public;

ii. Franchisee will not refer prospective Customers to any Former Franchisee;

iii. Franchisee will not notify or advise any Former Franchisee of or in any other way assist any Former Franchisee in learning about, the date, time and place of any meetings of Franchisees;

iv. If Franchisee observes any Former Franchisee using any of the Proprietary Marks in any way or utilizing business premises or motor vehicles from which the Proprietary Marks and/or distinctive color scheme have not been completely obliterated, Franchisee shall immediately report such observation to Franchisor, along with all details available to Franchisee;

v. Franchisee shall, in general, have no dealings with a Former Franchisee which Franchisee, under this Agreement, could not have with a person who has never been a Rosati's Franchisee; and

vi. The provisions of this Section 13.13 shall apply to Franchisee upon notice of the expiration or termination of another Franchisee's Franchise Agreement.

### **Section 13.14 Franchisee's Employees**

Franchisee will maintain a competent, conscientious staff and contract or employ the minimum number of individuals necessary to meet the anticipated volume of business and to achieve the goals of the system. Franchisee will take all steps necessary to ensure that Franchisee's contractors and employees meet the employment criteria, keep a neat appearance, and comply with any dress code Franchisor requires, and subject to the requirements of landlords, if applicable. Franchisee is solely responsible for the terms of its employees' employment and independent contractors' compensation and, except for training under this agreement, for the proper training of the employees in the operations of Franchisee's Rosati's business. Franchisee is solely responsible for all employment decisions and functions, including contracting, hiring, firing, establishing wage and hour requirements, disciplining, supervising and record keeping. Franchisee will not recruit or hire any employee of a Rosati's franchise operated by Franchisor or another Franchisee within the system without obtaining the employer's written permission.

Franchisee and Franchisee's owners agree not to employ or contract with any person working in the United States that is not a United States resident, or in the United States legally, during the operation of their Rosati's business. Franchisee shall sign the agreement not to employ illegal aliens attached as Exhibit 13. This agreement does not pertain to outside Vendors, the consumer, individuals with documented work visas or the general public. Franchisee shall submit to Franchisor, upon request, proof of residency or legal authorization to work in the United States for any independent contractors, employees, managers, officers, agents and representatives that are involved in the day to day business operation.

### **Section 13.15 Customer Lists**

Franchisee will present to customers any evaluation forms Franchisor requires and will participate and/or request its customers to participate in any marketing surveys performed by or for Franchisor. Franchisee will maintain a current customer list containing each customer's name, address, telephone number and zip code and supply a copy of the list to Franchisor on an as requested basis. Franchisee must participate in any process Franchisor develops to record all customer information. Franchisor retains ownership of Franchisees customer lists. Franchisor will not use Franchisees customer list for any profit or in any activity adverse to or in competition with, Franchisee for so long as this Agreement is in effect.

### **Section 13.16 Non-Discrimination Requirement**

Franchisee must accommodate all religion requirements, and at all times be non-discriminatory. Franchisee must not engage in any activity, conduct or practice that is contrary to Franchisors or Franchisees best interest or that is reasonably anticipated to result in litigation with suppliers or customers of Franchisees Franchised Business or in public, criticism of Rosati's or Franchisees Franchised Business generally.

## **ARTICLE 14 - FRANCHISOR'S ADDITIONAL OPERATIONS ASSISTANCE**

### **Section 14.1 General Advice and Guidance**

Franchisor shall be available to render advice, discuss problems and offer general guidance to Franchisee by telephone, e-mail, newsletters, webinars and other methods with respect to planning, opening and operating the Franchised Business. After initial training, as discussed in Section 8.1, Franchisor shall not charge for this service. Franchisee will be billed, at Franchisors option, for special assistance as defined in Section 8.6 for any advice or guidance needed or given directly to Franchisee's customers, contractors, general contracts or contractual entities. Franchisor retains the right to refuse this service should Franchisee be deemed by Franchisor to be utilizing this service too frequently or in an unintended manner. Franchisor's advice or guidance to Franchisee relative to prices for products and services that, in Franchisor's judgment, constitutes good business practice is based upon the experience of Franchisor, its Affiliates (if applicable) and Franchisees in operating Rosati's Businesses.

A Condition Precedent to Franchisor's Obligation to provide any service under this Franchise Agreement is for the Franchisee to be in compliance with all provisions, clauses and the Manual, which may change from time to time, thus is not in default of any of its obligations under any Ongoing Franchise Agreement.

Franchisee generally has the right to establish prices for the items and services sold within the Franchised Business. Franchisor does have the authority to modify the items and services or system to give Franchisor the right to establish minimum and maximum prices. Any such modification will be in writing. Unless Franchisor modifies the item and services or system, any list or pricing structure furnished to Franchisee is a recommendation only.

### **Section 14.2 Periodic Visits**

Franchisor or Franchisor's representative may make periodic visits, which may be in person, electronic or telephonic, which may be announced or unannounced, to the Franchised Business for the purposes of observation, consultation, assistance and guidance with respect to various aspects of the operation and management of the Franchised Business. Franchisor and Franchisor's representatives who visit the Franchised Business may prepare, for the benefit of either or both Franchisor and Franchisee, written reports detailing any problems or concerns discovered during any such visit and outlining any required or suggested changes or improvements in the operations of the Franchised Business. A copy of any such written report shall be provided to Franchisee. Franchisee shall implement any required changes or improvements as required by Franchisor, and within the time period required by Franchisor, with time being of the essence.

Franchisor or Franchisor's representative will periodically, advise and offer general guidance to Franchisee by telephone, email, webinars, newsletters or other methods deemed appropriate by Franchisor. Such advice and guidance may consist of knowledge and experience relating to the authorized services or products, assistance in obtaining consumers, communication of new developments or improvements to the system or additions in curriculum, software, supplies or marketing and sales strategies.

### **Section 14.3 System Improvements**

Franchisor shall communicate improvements in the System to Franchisee as such improvements may be developed or acquired by Franchisor and implemented as part of the System.

#### **Section 14.4 Marketing and Promotional Materials**

Franchisor may periodically provide, through the Manual, the Internet site [www.MyRosatis.com](http://www.MyRosatis.com), and [www.RosatisFranchising.com](http://www.RosatisFranchising.com), Franchisor's proprietary Intranet site or other medium, advertising and promotional materials including ad-slicks, brochures, fliers, menus and other materials in a variety of forms and formats to Franchisee for use or purchase in the operation of the Franchised Business.

### **ARTICLE 15 - INSURANCE**

#### **Section 15.1 Types and Amounts of Coverage**

If applicable and at its sole expense, Franchisee shall procure the insurance policies listed in Article 1 of this Agreement. All policies (except any workers' compensation insurance) shall expressly name Franchisor as an additional insured or loss payees and shall contain a waiver of all subrogation rights against Franchisor and its successors and assigns. Franchisee must submit the policy copy annually and/or at times of renewals to Franchisor. In addition to any other insurance that may be required by applicable law or by lender or lessor, Franchisee shall procure the types and minimum amounts of coverage listed in Article 1.

#### **Section 15.2 Future Increases**

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

#### **Section 15.3 Additional Insured; Certificates of Coverage**

All insurance policies procured and maintained by Franchisee pursuant to this Agreement shall (a) name Franchisor as an additional insured; (b) waive any right to assert a claim back against Franchisor; and (c) undertake to notify Franchisor thirty (30) days in advance of any cancellation or material change in the policy. Franchisee must provide Franchisor with certificates of coverage at least annually. If Franchisee fails to provide the certificate of insurance, Franchisor (in addition to all other rights and remedies) may purchase such insurance in the name of and on behalf of Franchisee, and Franchisee shall immediately reimburse Franchisor's expenses and premiums paid to obtain such insurance.

#### **Section 15.4 Carrier Standards**

Such policies shall be written by an insurance company licensed in the State in which Franchisee operates and having at least an "A-" Rating Classification as indicated in the latest issue of A.M. Best's Key Rating Guide.

Insofar and to the extent that this Section may be effective without invalidating it or making it impossible to secure insurance coverage obtainable from responsible insurance companies doing business in the state where Franchisee's Rosati's business is located (even though an extra premium may result), both parties agree that, for any loss that is covered by insurance then being carried by them, their respective insurance companies have no right of subrogation against the other.



## **Section 15.5 Evidence of Coverage**

Franchisee's obligation to obtain and maintain the foregoing policies shall not be limited in any way by reason of any insurance which may be maintained by Franchisor, nor shall Franchisee's performance of this obligation relieve it of liability under the indemnity provisions set forth in Section 6.4 and 21.3. Franchisee shall provide annually, certificates of insurance showing compliance with the foregoing requirements. Such certificates shall state that said policy or policies shall not be canceled or altered without at least thirty (30) days prior written notice to Franchisor and shall reflect proof of payment of premiums.

## **Section 15.6 Failure to Maintain Coverage**

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

# **ARTICLE 16 - DEFAULT AND TERMINATION**

## **Section 16.1 Termination by Franchisee**

If Franchisee is in compliance with this Agreement and Franchisor materially breaches this Agreement and fails to commence reasonable efforts to cure such breach within thirty (30) days after receiving written notice identifying the claimed breach, Franchisee has the right to terminate this Agreement unless the breach cannot reasonably be cured within such thirty (30) days. If the breach cannot reasonably be cured in such thirty (30) days, Franchisee has the right to terminate this Agreement only if Franchisor does not promptly undertake and continue efforts to cure such material breach.

## **Section 16.2 Termination by Franchisor**

### Non-curable Defaults

Franchisor has the right to terminate this Agreement, without any opportunity to cure by Franchisee, if Franchisee or any of its officers, directors, owners or managers:

- i. fails to pay the Initial Fees, purchase amounts due or other amounts due to the Franchisor or its Affiliate (or any balance thereof) at the time due within five (5) days after receiving written notice that such fees are overdue  
fails to select an approved site;
- ii. fails to develop the site for the Franchised Business pursuant to Section 2.2;
- iii. fails to have its Manager satisfactorily complete any training program pursuant to Section 8.3;
- iv. is convicted of or pleads no contest to a crime or offense that place them on the sex offenders registry, was a violent felony, crimes against a human, sexual harassment against an employee, domestic abuse charges, animal abuse, elderly abuse,

substance abuse, DWI or DUI, any theft charge or is likely to adversely affect the reputation of Franchisor, Franchisee or the Franchised Business; or

v. discloses, duplicates or otherwise uses in an unauthorized manner any portion of the Manual or any other Confidential Information or the Marks; or

vi. abandons, fails or refuses to actively operate the Franchised Business for five (5) or more consecutive days (unless the Franchised Business has not been operational for a purpose approved by Franchisor) or, if first approved by Franchisor, fails to promptly relocate the Franchised Business following the expiration or termination of the lease for the Approved Location, the destruction or condemnation of the Approved Location or any other event rendering the Approved Location unusable, unless such failure to operate is due to fire, flood, earthquake or other similar causes beyond the Franchisee's control; or

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

viii. submits to Franchisor on two (2) or more separate occasions at any time during the term of the Franchise Agreement any reports or other data, information or supporting records that fail to report and/or understate by more than allowed in the Manual or the amount shown in Article 1, any Royalty Fee, any amount owed to Franchisor including the National Advertising Fund Contribution for any week or any other fees owed to Franchisor for any applicable accounting period and Franchisee is unable to demonstrate that such understatements resulted from inadvertent error; or

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

x. misuses or makes an unauthorized use of any of the Marks; or

xi. commits deleterious conduct or any other act which can reasonably be expected to impair the goodwill associated with any of the Marks; or

xii. receives more than three (3) notices to cure during any rolling twelve (12) consecutive months period of the term of this Franchise Agreement or repeatedly fails to comply with one or more requirements of the franchise, whether or not corrected after notice; or

xiii. fails on two (2) or more separate occasions within any period of rolling twelve (12) consecutive months to submit reports or, to pay amounts due for purchases from any third-party supplier or other payment when due to Franchisor or any third-party

supplier, whether or not such failures to comply are corrected after notice thereof is delivered to Franchisee; or

xiv. fails to comply with health standards or repeatedly violates standards;

xv. fails, for a period of ten (10) days after notification of noncompliance, to comply with any federal, state or local law or regulation, including but not limited to all health or safety hazard, building and labor laws or regulations applicable to the operation of the franchise; or

xvi. engages in any activity exclusively reserved to Franchisor; or

xvii. negatively communicates or impacts the Franchise system to any current or prospective Franchisee, outside of Franchisor sponsored forums; or

xviii. commits any deleterious conduct or any other act which impairs the goodwill of any of the Marks;

xix. defaults on any lease necessary to running the Franchised Business; or

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

xxi. defaults under any other agreement between Franchisor (or any third-party supplier) and Franchisee regarding this Franchised Business, such that Franchisor or its Affiliate, as the case may be, has the right to terminate such agreement or such agreement automatically terminates; or

xxii. makes any material misrepresentations or omissions relating to the application, acquisition or any other communication with us regarding the Franchised Business; or the Franchisee engages in conduct which reflects materially and unfavorably upon the operation and reputation of the Franchised Business or system; or

xxiii. after curing any failure in accordance with Curable Defaults engages in the same noncompliance during any rolling twelve (12) consecutive months period of the term of this Franchise Agreement, whether or not such noncompliance is corrected after notice; or

xxiv. the Franchisor makes a reasonable determination that continued operation of the franchise by the Franchisee will result in an imminent danger to public health or safety;

xxv. or if Franchisee or any of its officers, directors, owners, managees or any Covered Person engages in conduct that is deleterious to or reflects negatively on Franchisee, Franchisor or the System or the Marks; or if Franchisee or any of its officers, directors, owners, managees or employees of Franchisee or their representatives exhibit a reckless disregard for the physical or mental well-being or reputation of Franchisees employees, customers or Franchisor, Franchisor's affiliates, if applicable or Franchisor's representatives or the public individually or at large through amongst others: theft, battery,

assault, sexual harassment or discriminatory actions or speech or by alcohol or drug abuse or other threatening, outrageous or unacceptable behavior; and

xxvi. Franchisee acknowledges that termination of one Ongoing Franchise Agreement will automatically result in the termination of Franchisee's other Ongoing Franchise Agreements then in-effect between Franchisor and Franchisee .

### Curable Defaults

Except as otherwise provided above in this Section 16.2, Franchisor has the right to terminate this Agreement for Good Cause (defined as using the information known and within the precedence of the Best Judgement Rule) in the following breaches and defaults by giving notice of such termination and stating the nature of the default; provided, however, that Franchisee may avoid termination by curing such default or failure (or by providing proof acceptable to Franchisor that Franchisee has made all reasonable efforts to cure such default or failure and shall continue to make all reasonable efforts to cure until a cure is affected if such default or failure cannot reasonably be cured before the effective date of the termination) within the specified period, but the period to exercise the right to cure shall not exceed seventy-five (75) days unless there is a separate agreement between the Franchisor and Franchisee to extend the time. The Franchisee can avoid termination by curing:

- i. within thirty (30) days of receiving notice of any deleterious conduct;
- ii. within thirty (30) days of receiving notice of Franchisee's failure to pay any amounts due to Franchisor for any types of fees or penalties;
- iii. within thirty (30) days of receiving notice of Franchisee's failure to comply with any laws or regulations;
- iv. within thirty (30) days from the date of the Notice of Default for Franchisee's Failure to begin operations by the date shown on the Summary Page;
- v. within thirty (30) days of receiving notice of Franchisee's being late on any payment due to Franchisor that is more than one (1) overdue payment;
- vi. within thirty (30) days of receiving notice that Franchisee has lapsed or lost any certifications required to operate the franchise. Franchisee must provide a Manager who is adequately trained to run the franchised business. If Franchisee does not have someone during the sixty (60) day period to run the business, Franchisor may terminate this Agreement immediately;
- vii. within thirty (30) days of receiving notice that Franchisee fails to have the yearly drug testing and DOJ report checks completed by January 31st of each year;
- viii. within sixty (60) days of receiving notice that Franchisee failed to complete Initial Training within four (4) weeks of signing the Franchise Agreement;

ix. within thirty (30) days of receiving notice of Franchisee's failure to begin operating the franchised business within twelve (12) months, if a leased location or fifteen (15) months if building a location, after the Effective Date;

x. within thirty (30) days of receiving notice that Franchisee fails to maintain the Franchised Business under the primary supervision of a Manager during the ninety (90) days following the death or incapacity of Franchisee or any holder of a legal or beneficial interest in Franchisee pursuant to Section 18.6;

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

If any default is not cured within the above time, if a curable default or for any longer time as applicable law may require, an Event of Default has occurred by Franchisee, and all of Franchisee's rights under this Agreement terminate without additional notice to Franchisee, effective immediately. In addition to the Events of Defaults listed within this Section, an Event of Default by Franchisee occurs if Franchisee exhibits deleterious conduct or fails to comply with any of the covenants or requirements imposed by this Agreement, as it may be revised or supplemented by the Manual, where the authority has been given to the Manual by this Agreement or the Franchise Disclosure Document or to carry out this Agreement in Good Faith. Franchisee has the burden of proving that Franchisee properly and timely cured any Default, to the extent a cure is permitted under this Agreement.

Notwithstanding any of the above, the Franchisor and Franchisee may agree in writing to terminate the Franchise Agreement.

### **Section 16.3 Reinstatement and Extension**

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

### **Section 16.4 Right of Franchisor to Discontinue Services to Franchisee**

If Franchisee is in breach of any obligation under this Agreement, and Franchisor delivers to Franchisee a notice of default or termination pursuant to Section 16.2, Franchisor has the right to suspend its performance of any of its obligations under this Agreement including, without limitation, the sale or supply of any services or products for which Franchisor or an Affiliate is an Approved Supplier to Franchisee or which Franchisee receives from an Approved Supplier who is not Franchisor, until such time as Franchisee corrects the breach, if allowable.

Additionally, as stated in Section 5.8, if the lease for the Approved Location expires or terminates through no fault of Franchisee or if the Franchised Business's premises is destroyed, condemned or otherwise rendered unusable or as otherwise may be agreed upon in writing by Franchisor and Franchisee, and Franchisor has allowed Franchisee to relocate the Franchised Business, but Franchisee has not found a site acceptable to the Franchisor, the Franchise Agreement will revert to Franchisor.

## **Section 16.5 Cross-Defaults, Non-Exclusive Remedies, etc.**

Any default by Franchisee regarding this particular franchise unit (or any person/company affiliated with Franchisee) under this Agreement may be regarded as a default under any other agreement between Franchisor (or any of Franchisor's Affiliates) and Franchisee (or any of Franchisee's affiliates).

Any default by Franchisee (or any person/company affiliated with Franchisee) under any other agreement, specifically related to this particular franchise unit, including, but not limited to, any lease and/or sublease, between Franchisor (or any of Franchisor's Affiliates) and Franchisee (or any person/company affiliated with Franchisee), and any default by Franchisee (or any person/company affiliated with Franchisee) under any obligation to Franchisor (or any of Franchisor's Affiliates) may be regarded as a default under this Agreement.

Any default by Franchisee, specific to this particular franchise unit (or any person/company affiliated with Franchisee) under any lease, sublease, loan agreement, security interest or otherwise, whether with Franchisor, any of Franchisor's Affiliates and/or any third-party may be regarded as a default under this Agreement and/or any other agreement between Franchisor (or any of Franchisor's affiliates) or a third-party and Franchisee (or any of Franchisee's affiliates).

In each of the foregoing cases, Franchisor (and any of Franchisor's Affiliates) will have all remedies allowed by law, including termination of Franchisee's rights under the Franchise Agreement (and/or those of any person/company affiliated with Franchisee) and Franchisor's (and/or Franchisor's Affiliates') obligations under the Franchise Agreement. No right or remedy which Franchisor may have (including termination) is exclusive of any other right or remedy provided under law or equity. Franchisor is free to pursue any rights and/or remedies available.

## **ARTICLE 17 - RIGHTS AND DUTIES UPON EXPIRATION OR TERMINATION**

**Franchisor will have the right, at any time between the effective date of termination or expiration and the 90<sup>th</sup> day after the effective date, with or without written notice, during regular hours, to enter the premises of Franchisee Offices(s) (or other locations) (where the records are maintained) to inspect, audit and make copies of all records including, but not limited to: books of accounts; bank statements; cash or other receipts; checkbooks; documents; records; sales tax returns and income tax returns (federal, state, and, if applicable, city); Franchisee files relating to programs, services, and products sold and business transacted, including (without limitation) operating records, bookkeeping and accounting records; records, computer databases and any other information (electronic or otherwise concerning clients, employees, applicants, candidates and service providers; client job orders; operating records; operating reports; correspondence; general business records; invoices; payroll records; journals; ledgers; and Franchisee files, memoranda and other correspondence, contracts, and all sources and supporting records used to prepare reports and forms which Franchisee is required to submit to Franchisor under this Agreement, including the books or records of any corporation or individual(s) which owns the Franchised Business.**

**Franchisee agrees to make these materials available for examination and copying at Franchisee Office premises, to cooperate fully with Franchisor inspection and audit and to make complete records available to the Franchisor. Franchisee agrees not to destroy, damage, hide or take any steps to prevent Franchisor from obtaining any information relating to the Franchised**

**Business, including (without limitation) information which Franchisee stores in the computers(s) of the Franchised Business.**

**If the audit uncovers that there was an underpayment or underreporting done during the time being audited for, this will trigger the audit provisions contained within this Agreement and all costs, late fees, interest on unpaid amounts and costs of the audit shall be payable to Franchisor by the Franchisee immediately, without the necessity of additional court action or involvement.**

#### **Section 17.1 Actions to be Taken**

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

i. immediately cease to operate the Franchised Business and shall not thereafter, directly or indirectly, represent to the public or hold itself out as a present or Former Franchisee of Franchisor;

ii. immediately remove all identifying architectural superstructure and signage on or about the business bearing the Marks, in the manner Franchisor specifies. All property belonging to Franchisor will be held by Franchisee for delivery to Franchisor, at Franchisee's expense. Any signage that Franchisee is unable to remove within one business day of the termination of this Agreement must be completely covered by Franchisee until the time of its removal;

iii. maintain a conspicuous sign at the business in a form specified by Franchisor stating that Franchisee's business is no longer associated with the franchise system and advise all customers or prospective customers telephoning Franchisee's business that the business is no longer associated with the franchise system;

iv. deliver to Franchisor, all information, including any contracts, e-mail transmissions, written memorandums, customer sheets or any other written or electronic data regarding customer lists or marketing efforts;

v. refrain from taking any action to reduce the goodwill of Franchisee's Customers or potential Customers, towards Franchisor, other Franchisees or any other aspect of the System;

vi. cease to use the Confidential Information, the System and the Marks including, without limitation, all signs, slogans, symbols, logos, advertising materials, stationery, forms and any other items which display or are associated with the Marks;

vii. upon demand by Franchisor, immediately assign (or, if an assignment is prohibited, sublease for the full remaining term, and on the same terms and conditions as Franchisee's lease) its interest in the lease then in effect for the Approved Location to Franchisor. Franchisee shall furnish Franchisor with evidence satisfactory to Franchisor of compliance with this obligation within five (5) days after Termination or expiration of this Agreement. Franchisor has the right to pay rent and other expenses directly to the party to whom such payment is ultimately due, with no liability for any previous months lease payments prior to Franchisor accepting the assignment or sublease;

viii. immediately take such action as may be necessary to cancel or assign to Franchisor, at Franchisor's option, any fictitious or assumed name or equivalent registration filed with state, city or county authorities which contains the name "Rosati's Pizza" or any other Mark, and Franchisee shall furnish Franchisor with evidence satisfactory to Franchisor of compliance with this obligation within five (5) days after termination or expiration of this Agreement;

ix. pay all sums owing, after the Effective Date of Termination or Expiration of this Agreement through the date that Franchisee completes all post-termination obligations required under this Agreement, to Franchisor, and any Affiliate, which may include, but not be limited to, all damages, liquidated damages, costs and expenses, unpaid Royalty Fees, and National Advertising Fund Contributions or any other amounts due to Franchisor or any third-party supplier within five (5) days after Termination or expiration of this Agreement or the date on which Franchisee completes all post-termination obligations required under this Agreement, whichever occurs first;

x. immediately return to Franchisor the Manual and all other Confidential Information including records, files, instructions, brochures, agreements, accounting reports, disclosure statements and any and all other materials provided by Franchisor to Franchisee relating to the operation of the Franchised Business (all of which are acknowledged to be Franchisor's property);

xi. assign all telephone listings and numbers for the Franchised Business to Franchisor and shall notify the telephone company and all listing agencies of the termination or expiration of Franchisee's right to use any telephone numbers associated with the Franchised Business or Marks in any regular, classified or other telephone directory listing and shall authorize transfer of same to Franchisor or its assignee;

xii. keep and maintain all business records pertaining to the business conducted at the Franchised Business for three (3) years after the Effective Date of Termination or Expiration of this Agreement. During this period, Franchisee will permit Franchisor to inspect such business records as frequently as Franchisor deems necessary; and

xiii. comply with the Covenant of Non-Solicitation attached as Exhibit 2 to this Agreement, and all other surviving provisions of this Agreement.

If Franchisee fails or refuses to comply with the requirements of this Section, Franchisor has the right to enter upon the premises for the purpose of making or causing to be made all changes as may be required, at a reasonable expense (this expense to be paid by Franchisee upon demand) and at Franchisee's sole risk and expense, without responsibility for any actual or consequential damages to Franchisee's property or others, and without liability for trespass or other tort or criminal act. Franchisee agrees that Franchisee's failure to make these alterations will cause an irreparable injury to Franchisor.

Franchisee must notify Franchisor in advance if Franchisee desires to remain in possession of the business and operate a noncompetitive business. Franchisee must make all modifications or alterations to the business immediately upon termination of this agreement as necessary to distinguish the appearance of the business from that of other Rosati's Franchisees operating under the System. Franchisee will make all specific additional changes to the Business as stated in section 17.1 (i) above. Franchisee agrees to refrain from taking any action to reduce the goodwill of Franchisee's customers or potential customers towards Franchisor, our Franchisees or any other aspect of the System.

During the thirty (30) day period after the termination or expiration of the Ongoing Franchise Agreement, Franchisor has the right to purchase any assets of the Franchised Business for book value.

### **Section 17.2 Post-Termination Covenant Not to Compete**

Franchisee acknowledges the restrictive covenants contained in this Section and in Section 17.1 are fair and reasonable and will not impose any undue hardship on Franchisee or any Covered Person, since Franchisee and Covered Person has other considerable skills, experience, and education which afford Franchisee and Covered Person the opportunity to derive income from other endeavors, and are justifiably required for purposes including, but not limited to, the following:

- i. protecting the Trade Secrets, Trade Dress, Trademarks and other Confidential Information of Franchisor;
- ii. inducing Franchisor to grant a Franchise to Franchisee; and
- iii. inducing Franchisor to incur costs in training Franchisee and its officers, directors, executives, managers, Managers and any other Covered Person, if necessary.

Except as otherwise approved in writing by Franchisor, neither Franchisee, nor any Covered Person shall, for a period of three (3) years after the expiration or termination of this Agreement, regardless of the cause of termination, either directly or indirectly, for themselves or through, on behalf of or in conjunction with, any person, persons, partnership, corporation, limited liability company or other business entity:

- i. own an interest in, manage, operate or provide services to any Competitive Business located or operating (a) within fifty (50) miles of the Approved Location or within the Territory (whichever is greater), and (b) within fifty (50) miles radius of the location of any other Rosati's Business in existence at the time of termination or expiration; or
- ii. solicit or otherwise attempt to induce or influence any customer, employee or other business associate of Franchisor, its Affiliate(s) or any other Franchisee to terminate or modify his, her or its business relationship with Franchisor, its Affiliate(s) or any other Franchisee, by direct or indirect inducement or otherwise.

In furtherance of this Section, Franchisor has the right to require officers, managers, and partners along with certain individuals and any Covered Person to execute a standard form non-disclosure or non-solicitation agreement in a form the same as or similar to the Non-Disclosure and Non-Solicitation Agreement as Exhibit 2.

### **Section 17.3 Unfair Competition**

If Franchisee operates any other business, Franchisee shall not use any reproduction, counterfeit, copy or colorable imitation of the Marks, either in connection with such other business or the promotion thereof, that is likely to cause confusion, mistake or deception or that is likely to dilute Franchisor's rights in the Marks. Franchisee shall not utilize any designation of origin, description or representation that falsely suggests or represents an association or connection with Franchisor. This Section is not intended as an approval of Franchisee's right to operate other businesses and in no way is it intended to contradict Article 10 or 13. If Franchisor elects not to receive an assignment or sublease of the Approved Location, Franchisee shall make such modifications or alterations to the Approved Location (including changing telephone numbers) immediately upon termination or expiration of this Agreement as may be necessary to prevent

any association between Franchisor or the System and any business subsequently operated by Franchisee or others at the Approved Location. Franchisee shall make such specific additional changes to the Approved Location as Franchisor may reasonably request for that purpose including, without limitation, removal of all physical and structural features identifying or distinctive to the System. If Franchisee fails or refuses to comply with the requirements of this Section, Franchisor has the right to enter upon the Approved Location, without the threat of committing a tort or trespass, for the purpose of making or causing to be made such changes as may be required, at the expense of Franchisee, which expense Franchisee shall pay immediately upon demand.

#### **Section 17.4 Franchisor's Option to Purchase Certain Business Assets**

Franchisor has the right (but not the duty), for a period of thirty (30) days after termination or expiration of this Agreement, to purchase any or all assets of the Franchised Business including leasehold improvements, equipment, supplies and other inventory.

If Franchisor or Franchisor's Assignee exercises the option to purchase, pending the closing of the purchase, Franchisor has the right to appoint a manager to maintain the operation of the Rosati's business. Alternatively, Franchisor may require Franchisee to close the Rosati's business during this time, without removing any assets. Franchisee will maintain, in force, all insurance policies required in this agreement until the date of closing. Franchisor agrees to use reasonable efforts to affect the termination of the existing lease for the location and enter into a new lease on reasonable terms with the landlord. If Franchisor is unable to enter into a new lease and Franchisee's rights under the existing lease are assigned to Franchisor where Franchisor subleases the location from Franchisee, Franchisor indemnifies Franchisee from any ongoing liability under the lease occurring after the date Franchisor assumes possession of the business.

The purchase price shall be equal to the assets' book value, excluding any goodwill or fair market value, whichever is less, and shall abide by the following:

i. if Franchisor and Franchisee are unable to agree on the book value of the Assets within thirty (30) days after Franchisee's receipt of Franchisor's notice of its intent to exercise its option to purchase the Assets, the book value shall be determined by two professionally certified appraisers, Franchisee selecting one and Franchisor selecting one. If the valuations set by the two appraisers differ by more than ten percent (10%) of the higher amount, the two appraisers shall select a third professionally certified appraiser who also shall appraise the book value of the Assets. The average value set by the appraisers (whether two or three appraisers as the case may be) shall be conclusive and shall be the Purchase Price. If, within a reasonable time, Franchisee fails to select a professionally certified appraiser or the appraiser selected by Franchisee fails to set a value or the two appraisers do not agree on a third appraiser when such an appraiser is required, then in any of those events the value set by the appraiser selected by Franchisor shall be conclusive;

ii. the appraisers shall be given full access to the Franchised Business and Franchisee's books and records during customary business hours to conduct the appraisal, and shall value the leasehold improvements, equipment, furnishings, fixtures, signs and inventory in accordance with the standards of this Section 17.4. The fees and costs of the appraiser or appraisers shall be borne equally by Franchisor and Franchisee on a 50/50 valuation;

iii. within three (3) days after the Purchase Price has been determined, Franchisor may exercise its option to purchase the Assets by so notifying Franchisee. The Purchase Price shall be paid in cash or cash equivalents at the closing of the purchase ("Closing"), which shall take place no later than sixty (60) days after Franchisor's receipt of the valuations set by the appraisers. At the Closing, Franchisee shall deliver instruments transferring to Franchisor or its assignee: (1) good

and merchantable title to the Assets purchased, free and clear of all liens and encumbrances (other than liens and security interests acceptable to Franchisor or its assignee), with all sales and other transfer taxes paid by Franchisee; (2) all licenses and permits for the Franchised Business that may be assigned or transferred, with appropriate consents if required; and (3) the lease or sublease for the Franchised Business, with appropriate consents if required. If Franchisee cannot deliver clear title to all of the purchased Assets as indicated in this Section or if there are other unresolved issues, the Closing shall be accomplished through an escrow;

iv. prior to Closing, Franchisee and Franchisor shall comply with all applicable legal requirements, including the bulk sales provisions, if applicable, of the Uniform Commercial Code of the state in which the franchised business is located and the bulk sales provisions, if applicable, of any applicable tax laws and regulations. Franchisee shall, prior to or simultaneously with the Closing, pay all tax liabilities incurred in connection with the operation of the Franchised Business prior to Closing. Franchisor shall have the right to set off against and reduce the Purchase Price by any and all amounts owed by Franchisee to Franchisor and its Affiliates, and the amount of any encumbrances or liens against the Assets or any obligations assumed by Franchisor; and

v. if Franchisor or its assignee exercises the option to purchase, then Franchisee shall maintain in force all insurance policies required under this Agreement until the Closing. If the Franchised Business is leased, Franchisor agrees to use reasonable efforts to effect a termination of the existing lease for the Franchised Business. If the lease for the Franchised Business is assigned to Franchisor or if Franchisor subleases the Franchised Business from Franchisee, Franchisor shall indemnify and hold Franchisee harmless from any ongoing liability under the lease from the date Franchisor assumes possession of the Franchised Business. If Franchisee owns the Franchised Business location, Franchisor, at its option, will either purchase the fee simple interest or, upon purchase of the other Assets, enter into a standard lease with Franchisee on terms comparable to those for which similar commercial properties in the area are then being leased. The initial term of this lease with Franchisee shall be at least twenty (20) years and the rent shall be the fair market rental value of the franchised location. If Franchisee and Franchisor cannot agree on the fair market rental value of any franchised location, then the rental value shall be determined by an appraiser or appraisers selected and paid in the manner described in Sections 17.4(i) and (ii).

### **Section 17.5 Survival of Certain Provisions**

All obligations of Franchisor and Franchisee, which expressly or by their nature survive the expiration or termination of this Agreement, shall continue in full force and effect until they are satisfied in full or by their nature expire.

### **Section 17.6 Existence of Claim**

Franchisee expressly agrees that the existence of any claim that Franchisee may have against Franchisor, whether or not arising from this Agreement, shall not constitute a defense to Franchisor's enforcement of the covenants in this Article 17.

### **Section 17.7 Injunction**

Franchisee acknowledges that any threatened or actual failure to comply with the requirements of this Article 17 would cause Franchisor to suffer immediate and irreparable injury for which no adequate remedy at law may be available, and Franchisee hereby accordingly consents to the *ex parte* entry of an injunction prohibiting any conduct by Franchisee in violation of the terms of this Article 17. Franchisor

may further avail itself of any other legal or equitable rights and remedies which it may have under this Agreement, statute, common law or otherwise.

### **Section 17.8 Franchisor is Attorney In Fact**

Franchisor may, if Franchisee fails or refuses to do so, execute in Franchisee's name and on Franchisee's behalf any and all documents necessary to: cause discontinuation of Franchisee's use of the name, Rosati's, Rosati's Pizza or any other related or similar name or use thereunder; cancellations of services related to the Franchised Business; the execution of an assignment or sublease of the Approved Location; and Franchisor is hereby irrevocably appointed by Franchisee as Franchisee's Attorney-In-Fact to do so.

### **Section 17.9 Liquidated Damages**

The parties hereto acknowledge and agree that it would be impracticable to determine precisely the damages Franchisor would incur from this Agreement's termination and the loss of cash flow from continuing Royalty Fees due to, among other things, the complications of determining what costs, if any, Franchisor might have saved and how much the Royalty Fees would have grown over what would have been this Agreement's remaining term. Therefore, upon termination of this Agreement according to its terms and conditions resulting from a breach by Franchisee, Franchisee agrees to pay to Franchisor within fifteen (15) days after the effective date of this Agreement's termination, in addition to the amounts owed hereunder, liquidated damages equal to One Thousand Dollars (\$1,000.00) per day per occurrence, retroactive to first date of offense until it was discovered. In addition, as a result, the Parties agree in such event Franchisee must pay Franchisor, as liquidated damages and not as a penalty, the amount equal to the average monthly amount of the last three (3) fully operating months Royalties multiplied by the number of months remaining in the Term, or until the Territory is resold, whichever occurs first, without the necessity of holding a full trial, and without the necessity of posting security or bond.

If Franchisee has not been open at least one (1) year, then the average of all Rosati Pizza restaurants over the last three (3) months will be used to calculate the amount owed.

The Parties hereto acknowledge and agree that it would be impracticable to determine precisely the damages Franchisor would incur from this Agreement's termination and the loss of cash flow from continuing Royalty Fees due to, among other things, the complications of determining what costs, if any, Franchisor might have saved and how much the Royalty Fees would have grown over what would have been this Agreement's remaining term. The Parties hereto consider this liquidated damages' provision to be a reasonable, good faith pre-estimate of those damages. The liquidated damages provision only covers our damages from the loss of cash flow from the continuing Royalty Fees. Franchisor retains all other remedies available to it in equity or at law. Franchisee acknowledges and agrees Franchisor's damages and lost opportunities, and the formula used in this Section 17.9 is a reasonable estimate of those damages and lost opportunities, and does not constitute a penalty or forfeiture.

## **ARTICLE 18 - TRANSFERABILITY OF INTEREST**

### **Section 18.1 Transfer by Franchisor**

This Agreement and all rights and duties herein are fully transferable in whole or in part by Franchisor or any entity that acquires Franchisor through sale or foreclosure, and such rights will inure to the benefit of any person or entity to whom transferred.

- a) If any assignment resulting in the subsequent performance by the assignee of the functions of Franchisor, the assignee shall assume the obligations of Franchisor herein and Franchisor shall thereafter have no liability for the performance of any obligations contained in this Agreement; and
- b) **Attornment.** In the event that Franchisor transfers ownership via sale or assignment of the Franchise System or the Franchise Agreements are acquired by another (i) Franchisee shall, subject to any non-disturbance provisions, attorn to such new owner, and upon request, enter into a new Franchise Agreement, containing all of the terms and provisions of this Franchise Agreement, with such new owner for the remainder of the term hereof or at the election of the new owner, this Franchise Agreement will automatically become a new Franchise Agreement between Franchisee and such new owner, and (ii) Franchisor shall thereafter be relieved of any further obligations or liabilities hereunder and such new owner shall assume all of Franchisor's obligations, except that such new owner shall not: (a) be liable for any act or omission of any prior Franchisor or with respect to events occurring prior to acquisition of ownership; (b) be subject to any offsets or defenses which Franchisee might have against any prior Franchisor, (c) be bound by prepayment of more than one month's Fees or (d) be liable for the return of any security deposit paid to any prior Franchisor which was not paid or credited to such new owner.

### **Section 18.2 Transfer by Franchisee to a Third-party**

The rights and duties of Franchisee as set forth in this Agreement, and the franchise herein granted, are personal to Franchisee (or its owners), and Franchisor has entered into this Agreement in reliance upon Franchisee's (or its owners') personal or collective skills and financial ability. Accordingly, except for percentage of ownership transfers *inter se*, neither Franchisee nor any holder of a legal or beneficial interest in Franchisee may sell, assign, convey, give away, pledge, mortgage, sublicense or otherwise transfer, whether by operation of law or otherwise, any interest in this Agreement, the Franchise granted hereby, the Approved Location used in operating the Franchised Business, its assets or any part or all of the ownership interest in Franchisee without the prior written approval of Franchisor, such approval will not unreasonably be withheld.

Any purported transfer without such approval shall be null and void and shall constitute a material breach of this Agreement.

If Franchisee is in compliance with this Agreement, Franchisor's consent to such transfer shall be conditioned upon the satisfaction of the following requirements, which shall not be unreasonably withheld, conditioned or delayed, if Franchisor has not exercised their Right of First Refusal, other than the completion of the below items:

- i. Franchisee has complied with the requirements set forth in Article 19;
- ii. Franchisee has paid the Transfer Fee to Franchisor in the amount stated in Article 1, unless transferring under Section 18.3, then only a Five Hundred Dollar (\$500.00) fee is due. All Transfer Fees are plus CPI as defined in Article 3;
- iii. Transferee scheduled training for Transferee and Transferee's Manager, if different than Franchisee's Manager, to be completed not more than ninety (90) days from the date of Transfer. The amount of training and the cost for the training are subject to the then-current rates published in the Manual. All Training Fees are plus CPI as defined in Article 3;

iv. all obligations owed to Franchisor, and all other outstanding obligations relating to the Franchised Business, are fully paid and satisfied;

v. the prospective Transferee has satisfied to Franchisor's satisfaction that it meets Franchisor's management, business and financial standards, and otherwise possesses the character and capabilities, including business reputation and credit rating, as Franchisor may require, to operate a Franchised Business;

vi. the Transferee and, if Franchisor requires, all persons owning any interest in the Transferee, have executed the then-current Ongoing Franchise Agreement for new Franchisees, which may be substantially different from this Agreement, including different Royalty Fee and National Advertising Fund Contribution rates and other fees and material provisions, and the franchise agreement then executed shall be for the term specified in such agreement;

vii. the Franchisee has executed a general release, in a form the same as or similar to the General Release attached as Exhibit 1, but also including in the general release terms releasing, any and all claims against Franchisor and its officers, directors, shareholders, managers, members, partners, legal representatives, attorneys, agents, owners, Manager and employees, in their corporate and individual capacities, with respect to any representations regarding the Franchise or the business conducted pursuant thereto or any other matter that may have been made to the Transferee by Franchisee; provided, however, that if a general release is prohibited, Franchisee shall give the maximum release allowed by law;

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

ix. the Transferee or all holders of a legal or beneficial interest in the Transferee, has agreed to be personally bound jointly and severally by all provisions of this Agreement for the remainder of the term;

x. Franchisee has agreed to be bound by the obligations of the new franchise agreement, any existing Franchise contracts and to guarantee the full performance thereof by the Transferee, if required by Franchisor;

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

xii. Franchisee, and in the event Franchisee is an entity, all of the holders of a legal and beneficial interest in Franchisee, and Manager has executed and delivered to Franchisor a Non-Disclosure and Non-Solicitation Agreement in a form satisfactory to Franchisor and in a substance the same as the Non-Disclosure and Non-Solicitation covenants contained in Articles 7 and 17 and attached as Exhibit 2;

xiii. the Transferee agrees that its Manager shall complete, to Franchisor's satisfaction, a training program, in substance, similar to the initial training described in

Article 8 prior to assuming the management of the day-to-day operation of the Franchised Business.

Transferee may not receive the Franchised Business' Territory with all rights to exclusivity and scope as the Franchisee owns on the day of transfer. On transfer, the Territory may be modified. Depending on the then-current demographics of the Territory, and on the then-current standards for Territories, if the Territory is larger than the then-current standard Territory, Franchisor may require Transferee to accept a transfer Territory smaller than the then-current Territory.

### **Section 18.3 Transfer to a Controlled Entity**

If Franchisee wishes to transfer this Agreement or any interest herein to a corporation, limited liability company or other legal entity which shall be entirely owned by Franchisee ("Controlled Entity"), which Controlled Entity is being formed for the financial planning, tax or other convenience of Franchisee, Franchisor's consent to such transfer shall be conditioned upon the satisfaction of the following requirements:

- i. the Controlled Entity is newly organized, and its charter provides that its activities are confined exclusively to the operation of the Franchised Business;
- ii. Franchisee or all holders of a legal or beneficial interest in Franchisee, own all of the equity and voting power of the outstanding stock or other capital interest in the Controlled Entity;
- iii. all obligations of Franchisee to Franchisor or any third-party supplier, are fully paid and satisfied; provided, however, that neither Franchisee nor the Controlled Entity shall be required to pay a transfer fee as required pursuant to Section 18.2;
- iv. the Controlled Entity has entered into a written agreement with Franchisor expressly assuming the obligations of this Agreement and all other agreements relating to the operation of the Franchised Business. If the consent of any other party to any such other agreement is required, Franchisee has obtained such written consent and provided the same to Franchisor prior to consent by Franchisor;
- v. all holders of a legal or beneficial interest in the Controlled Entity have entered into an agreement with Franchisor, jointly and severally, guaranteeing the full payment of the Controlled Entity's obligations to Franchisor and the performance by the Controlled Entity of all the obligations of this Agreement;
- vi. each stock certificate or other ownership interest certificate of the Controlled Entity has conspicuously endorsed upon the face thereof a statement in a form satisfactory to Franchisor that it is held subject to, and that further assignment or transfer thereof is subject to, all restrictions imposed upon transfers and assignments by this Agreement;
- vii. copies of the Controlled Entity's articles of incorporation or organization, bylaws, operating agreement, federal tax identification number and other governing regulations or documents, including resolutions of the board of directors and stockholders, managing members and members and general partners and limited partners, as applicable, authorizing entry into this Agreement, have been promptly furnished to Franchisor. Any

amendment to any such documents shall also be furnished to Franchisor immediately upon adoption; and

viii. a Five Hundred Dollar (\$500.00) fee.

The term of the transferred franchise shall be the unexpired term of this Agreement, including all renewal rights, subject to any and all conditions applicable to such renewal rights.

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

#### **Section 18.4 Franchisor's Disclosure to Transferee**

Franchisor has the right but not the obligation, without liability of any kind or nature whatsoever to Franchisee, to make available for inspection by any intended Transferee of Franchisee all or any part of Franchisor's records relating to this Agreement, the Franchised Business or to the history of the relationship of the parties hereto. Franchisee hereby specifically consents to such disclosure by Franchisor and shall release and hold Franchisor harmless from and against any claim, loss or injury resulting from an inspection of Franchisor's records relating to the Franchised Business by an intended Transferee identified by Franchisee.

#### **Section 18.5 For-Sale Advertising**

Franchisee shall not, without prior written consent of Franchisor, place in, on or upon the location of the Franchised Business or in any communication media, any form of advertising relating to the sale of the Franchised Business or the rights granted herein. Franchisor will not withhold consent for "For-Sale Advertising" unreasonably upon written notice by Franchisee.

#### **Section 18.6 Transfer by Death or Incapacity**

Upon the death or incapacity (as determined by a court of competent jurisdiction) of any individual Franchisee or any holder of a legal or beneficial interest in Franchisee, the appropriate representative of such person (whether administrator, personal representative or trustee) will, within a reasonable time not exceeding six (6) months following such event, transfer such individual's interest in the Franchised Business or any holder's legal or beneficial interest in Franchisee to a third-party approved by Franchisor or Franchisor shall have the right to terminate this Agreement. Such transfers, including transfers by will or inheritance shall be subject to the conditions for assignments and transfers contained in this Agreement unless prohibited by the choice of law provision of the state where Franchisee resided, with such choice of law provision being applicable only for this Section 18.6. During such six (6) months period, the Franchised Business must remain at all times under the primary management of a Manager who otherwise meets Franchisor's management qualifications.

Following the death or incapacity of an owner of the Franchised Business, if necessary, in Franchisor's discretion, Franchisor shall have the right, but not the obligation, to assume operation of the Franchised Business until the deceased or incapacitated owner's interest is transferred to a third-party approved by Franchisor. Franchisor may charge a management fee as stated in Article 1 and/or in the Manual, which may be updated from time to time.

## **Section 18.7 Transfer upon Divorce or Partnership Dissolution**

If this Agreement is in the name of two persons who are husband and wife or two or more persons who are partners as Franchisees, this section describes the policies to be applied upon divorce or dissolution of the partnership. During the period when a divorce or partnership dissolution action is pending, Franchisee must adopt one of the following methods of operation:

i. if one of the parties is willing to relinquish his or her right and interest in the franchise, thereby leaving his or her spouse or partner(s) to carry on the franchise unit, he or she may do so by assigning the interest to his or her spouse or to his or her partner(s) provided the remaining spouse or partner(s) has successfully completed basic management training;

ii. if the parties to a divorce or dissolution action agree that, despite their difficulties, they can continue to operate the franchised business jointly on a "business-as-usual" basis during the proceeding, they may do so; or

iii. if the parties in a divorce action or in partnership dissolution are not agreeable to operate under alternatives (a) or (b) then they must make arrangements to have their Franchised Business operated by a third-party Manager until the divorce or dissolution may be completed. The new Manager must be approved by Franchisor and have satisfactorily completed basic initial / management training; and

iv. divorcing parties may, after final order or judgment, continue to operate their Franchised Business in the form of a partnership or other business entity even though they are no longer husband-and-wife. In such case, however, they must enter a formal agreement which defines the respective rights and obligations, file a signed copy with Franchisor, assign this agreement to the new entity, and comply with all other requirements for establishing the Franchised Business as a partnership or other business entity.

## **ARTICLE 19 - RIGHT OF FIRST REFUSAL**

### **Section 19.1 Submission of Offer**

If Franchisee or any of its owners, proposes to sell, assign, convey, give away, pledge, mortgage, sublicense or otherwise transfer the Franchised Business (or any of its assets outside of the normal course of business), any ownership interest in Franchisee or any ownership interest in the Franchise granted herein, Franchisee shall obtain and deliver a *bona fide*, executed written offer or proposal from a responsible and fully disclosed person or entity, as applicable, along with all pertinent documents including any contract or due diligence materials, to Franchisor. The offer must apply only to the assets or interests listed above and may not include any other property or rights of Franchisee or any of its owners.

### **Section 19.2 Franchisor's Right to Purchase**

Franchisor shall, for fourteen (14) days from the date of delivery of all such documents, have the contractual right, exercisable by written notice to Franchisee, of first refusal and shall offer to purchase the offered assets or interest for the price Franchisor determines to be fair market value. Franchisor has the right to substitute cash for the fair market value of any form of payment proposed in such offer. Franchisor's credit shall be deemed at least equal to the credit of any such above-referenced disclosed person or entity, as applicable. After providing notice to Franchisee of Franchisor's intent to exercise this Right of First Refusal, Franchisor shall have up to sixty (60) days to close the purchase. Franchisor shall be entitled to receive from Franchisee all customary representations and warranties given by Franchisee as the seller of

the assets or such ownership interest or, at Franchisor's election, such representations and warranties contained in the proposal.

### **Section 19.3 Non-Exercise of Right of First Refusal**

If Franchisor does not exercise this Right of First Refusal within fourteen (14) days, the offer or proposal may be accepted by Franchisee or any of its owners, subject to Franchisor's prior written approval as required by Section 18.2. Should the sale, assignment, conveyance, gift, pledge, mortgage, sublicense or otherwise transfer fail to close within ninety (90) days after the offer is delivered to Franchisor, Franchisor's Right of First Refusal shall renew and be implemented in accordance with this Article 19.

## **ARTICLE 20 - BENEFICIAL OWNERS OF FRANCHISEE**

Franchisee represents, and Franchisor enters into this Agreement in reliance upon such representation, that the individuals identified in Exhibit 4 as Holders of a Legal or Beneficial Interest are the sole holders of a legal or beneficial interest (in the stated proportions) of Franchisee, and further that:

i. Representations. If Franchisee is a corporation, a limited liability company or a partnership, Franchisee makes the following representations and warranties: (1) it is duly organized and validly existing under the laws of the state of its formation; (2) it is qualified to do business in the state(s) in which the Territory is located; (3) execution of this Agreement and the development and operation of the Business are permitted by its governing documents; and (4) Franchisee's Articles of Incorporation, Articles of Organization or written partnership agreement shall at all times provide that the activities of Franchisee are limited exclusively to the development and operation of the Franchised Business and such other Franchised Businesses (if any) as Franchisor may authorize Franchisee to develop and operate;

ii. Governing Documents. If Franchisee is a corporation, Franchisee represents and warrants that copies of Franchisee's Articles of Incorporation, bylaws, other governing documents and any amendments, including the resolution of the Board of Directors authorizing entry into and performance of this Agreement, have been furnished to Franchisor. If Franchisee is a limited liability company, Franchisee represents and warrants that copies of Franchisee's Articles of Organization, other governing documents and any amendments, including the resolution of the Members or Managers authorizing entry into and performance of this Agreement, have been furnished to Franchisor. If Franchisee is a partnership, Franchisee represents and warrants that copies of Franchisee's written partnership agreement, other governing documents and any amendments, have been furnished to Franchisor, in addition to evidence of consent or approval of the entry into and performance of this Agreement by the requisite number or percentage of partners, if that approval or consent is required by Franchisee's written partnership agreement. When any of these governing documents are modified or changed, Franchisee shall provide copies to Franchisor promptly;

iii. Ownership Interests. If Franchisee is a corporation, a limited liability company or a partnership, Franchisee represents and warrants that all interests in Franchisee are owned as set forth in attached Exhibit 4. In addition, if Franchisee is a corporation, Franchisee shall maintain a current list of all owners of record and all beneficial owners of any class of voting securities of the corporation (and the number of shares owned by each). If Franchisee is a limited liability company, Franchisee shall maintain a current list of all members (and the percentage membership interest of each member). If Franchisee is a partnership, Franchisee shall maintain a current list of all owners of an interest in the partnership (and the percentage ownership of each owner).

Franchisee shall comply with Article 20 prior to any change in ownership interests and shall execute and deliver to Franchisor addenda to Exhibit 4 as changes occur in order to ensure the information contained in Exhibit 4 is true, accurate and complete at all times.

## **ARTICLE 21 - RELATIONSHIP AND INDEMNIFICATION**

### **Section 21.1 Relationship**

This Agreement is purely a contractual relationship between the parties and does not appoint or make Franchisee an agent, legal representative, joint venture, partner, employee, servant or independent contractor of Franchisor for any purpose whatsoever. Franchisee may not represent or imply to third parties that Franchisee is an agent of Franchisor, and Franchisee is in no way authorized to make any contract, agreement, warranty or representation on behalf of Franchisor or to create any obligation, express or implied, on Franchisor's behalf. During the term of this Agreement, and any extension or renewal hereof, Franchisee shall hold itself out to the public only as a Franchisee and an owner of the Franchised Business operating the Franchised Business pursuant to a franchise from Franchisor. Franchisee shall take such affirmative action as may be necessary to do so including, without limitation, exhibiting a notice of that fact in a conspicuous place on the Approved Location and on all forms, stationery or other written materials, the content of which Franchisor has the right to specify. Under no circumstances shall Franchisor be liable for any act, omission, contract, debt, nor any other obligation of Franchisee. Franchisor shall in no way be responsible for any injuries to persons or property resulting from the operation of the Franchised Business. Any third-party contractors and vendors retained by Franchisee to convert or construct the premises are independent contractors of Franchisee alone.

### **Section 21.2 Standard of Care**

This Agreement does not establish a fiduciary relationship between the parties. Unless otherwise specifically provided in this Agreement with respect to certain issues, whenever this Agreement requires Franchisee to obtain Franchisor's written consent or permits Franchisee to take any action or refrain from taking any action Franchisee shall do so. If Franchisee fails to do so, it shall be considered an act of Default.

### **Section 21.3 Indemnification**

Franchisee shall hold harmless and indemnify Franchisor Indemnitees from and against all losses and expenses (as defined herein) incurred in connection with any action, suit, demand, claim, investigation or formal or informal inquiry (regardless of whether same is reduced to judgment) or any settlement thereof which arises out of or is based upon any of the following, Franchisee's: (a) ownership or operation of the Franchised Business; (b) violation, breach or asserted violation or breach of any federal, state or local law, regulation or ruling, standard or directive or of any industry standard; (c) breach of any representation, warranty, covenant or provision of this Agreement or any other agreement between Franchisee and Franchisor (or an Affiliate); (d) libel, slander or any other form of defamation by Franchisee including defamation of Franchisor or the System; (e) acts, errors or omissions committed or incurred in connection with the Franchised Business, including any negligent or intentional acts or omissions by Franchisee or any of Franchisee's agents, servants, employees, contractors, partners, proprietors, affiliates or in any manner in connection with the Franchised Business; or (f) infringement, violation or alleged infringement or violation of any Mark, patent or copyright or any misuse of the Confidential Information; (g) the inaccuracy, lack of authenticity or non-disclosure of any information by Franchisee; (h) any unapproved service provided by Franchisee at, from or related to the operation at the Approved Location; (i) or any services provided by any affiliated or non-affiliated participating entity.

For the purpose of this Section, the term “losses and expenses” shall be deemed to include all losses, compensatory, exemplary or punitive damages, fines, charges, costs, expenses, lost profits, attorneys’ fees, experts’ fees, court costs, settlement amounts, judgments, compensation for damages to our reputation and goodwill, costs of or resulting from delays, costs of or resulting from Franchisees duties in the preparation of the purchase order regarding Franchisees taking accurate inventory and representing the Franchisee’s desire for both quantity, as applicable and type of goods, fixture or equipment, financing, costs of advertising material and media time/space, and costs of changing, substituting or replacing same, and any and all expenses of recall, refunds, compensation, public notices, and other such amounts incurred in connection with the matters described. Franchisee agrees to give Franchisor notice of any such action, suit, proceeding, claim, demand, inquiry or investigation. The foregoing indemnification shall not apply to losses or expenses arising from our gross negligence or willful acts.

At Franchisee’s expense and risk, Franchisor may elect to assume (but under no circumstance is obligated to undertake) the defense and/or settlement of any such action, suit, proceeding, claim, demand, inquiry or investigation, provided that Franchisor will seek Franchisee’s advice and counsel and shall keep Franchisee informed with regard to any such proposed or contemplated settlement(s). Such an undertaking by Franchisor shall in no manner or form diminish Franchisee obligation to indemnify Franchisor and to hold Franchisor harmless.

All losses and expenses incurred under this Section 21.3 shall be chargeable to and paid by Franchisee pursuant to Franchisee’s obligations of indemnity under this Section, regardless of any actions, activity or defense undertaken by Us or the subsequent success or failure of such actions, activity or defense, including all attorney’s fees and costs.

Franchisor Indemnitees do not assume any liability whatsoever for acts, errors or omissions of those with whom Franchisee may contract, regardless of the purpose. Franchisee shall hold harmless and indemnify Franchisor Indemnitees for all losses and expenses which may arise out of any acts, errors or omissions of these third parties.

Under no circumstances shall Franchisor Indemnitees be required or obligated to seek recovery from third parties or otherwise mitigate their losses in order to maintain a claim against Franchisee. Franchisee agrees that the failure to pursue such recovery or mitigate loss will in no way reduce the amounts recoverable by Franchisor Indemnitees from Franchisee.

Franchisor’s right to indemnity shall exist notwithstanding the fact that joint or several liability may be imposed upon Franchisor by statute ordinance, regulation or judicial or arbitral decision.

#### **Section 21.4 Right to Retain Counsel**

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

The failure to pursue such remedy or mitigate such loss shall in no way reduce the amounts recoverable by Franchisor from Franchisee.

## **ARTICLE 22 - GENERAL CONDITIONS AND PROVISIONS**

### **Section 22.1 No Waiver**

No failure of Franchisor to exercise any power reserved to it herein or to insist upon strict compliance by Franchisee with any obligation or condition herein, and no custom or practice of the parties in variance with the terms hereof, shall constitute a waiver of Franchisor's right to demand exact compliance with the terms of this Agreement. Waiver by Franchisor of any particular default by Franchisee shall not be binding unless in writing and executed by Franchisor and shall not affect or impair Franchisor's right with respect to any subsequent default of the same or a different nature. Subsequent acceptance by Franchisor of any payment(s) due shall not be deemed to be a waiver by Franchisor of any preceding breach by Franchisee of any terms, covenants or conditions of this Agreement.

### **Section 22.2 Injunctive Relief and Specific Performance**

A breach by Franchisee of any of the restrictions or obligations contained in Articles 6, 7 and/or 17 would result in irreparable injury to Franchisor as the damages arising out of any such breach would be difficult to ascertain. Therefore, Franchisor, in its sole discretion, shall be entitled to seek injunctive relief (whether a restraining order, a preliminary injunction or a permanent injunction) against any such breach, whether actual or contemplated, and/or specific performance with respect to such breach without the necessity of posting security or bond or having an evidentiary hearing, even if required by statute in the Franchisee's jurisdiction, provided that an original notarized or electronically certificated copy of this Agreement is provided to a Court of competent jurisdiction.

### **Section 22.3 Notices**

All notices required or permitted under this Agreement shall be in writing and shall be deemed received: (a) at the time delivered by hand to the recipient party (or to an officer, director, Manager or partner of the recipient party); (b) two (2) business days after being sent via guaranteed overnight delivery by a commercial courier service; (c) five (5) business days after being sent by Registered Mail, return receipt requested, (d) three (3) business days after being sent via International Airmail or (e) on the date the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, if mailed. Either party may change its address by a written notice sent in accordance with this Section 22.3. All notices, payments and reports required by this Agreement shall be sent to Franchisee and Franchisor at the address set forth in the Summary Page to this Agreement.

### **Section 22.4 Guaranty and Assumption of Obligations**

All holders of a legal or beneficial interest in Franchisee of five percent (5%) or greater shall be listed on the Summary Page to this Franchise Agreement and is required to execute, as of the date of this Agreement, the Guaranty and Assumption of Obligations attached as Exhibit 3.

### **Section 22.5 Approvals**

Whenever this Agreement requires the prior approval or consent of Franchisor, Franchisee shall make a timely written request to Franchisor for its approval and, except as otherwise specifically provided herein, any approval or consent granted shall be effective only if in writing. Franchisor makes no warranties or guarantees upon which Franchisee may rely and assumes no liability or obligation to Franchisee or any

third-party, by providing any waiver, approval, advice, consent or services to Franchisee in connection with this Agreement or by reason of any neglect, delay or denial of any request for approval.

### **Section 22.6 Entire Agreement**

This Agreement, the Manual and the Exhibits attached hereto and thus made a part hereof and any other documents referred to herein shall be construed together and constitute the entire, full and complete agreement between Franchisor and Franchisee concerning the subject matter hereof and shall supersede all prior agreements. No other representation oral or otherwise, has induced Franchisee to execute this Agreement, and there are no representations, inducements, promises or agreements oral or otherwise, between the parties not embodied herein, which are of any force or effect with respect to the matters set forth in or contemplated by this Agreement or otherwise. No amendment, change or variance from this Agreement shall be binding on either party unless executed in writing by both parties. Nothing in this Agreement or any related agreement is intended to disclaim the representations Franchisor has made in the Franchise Disclosure Document.

### **Section 22.7 Severability and Modification**

Except as noted below, each paragraph, part, term and provision of this Agreement shall be considered severable. If any Section, paragraph, part, term or provision herein is ruled to be unenforceable, unreasonable or invalid, such ruling shall not impair the operation of or affect the remaining portions, Sections, paragraphs, parts, terms and provisions of this Agreement, and the latter shall continue to be given full force and effect and bind the parties; and such unenforceable, unreasonable or invalid Sections, paragraphs, parts, terms or provisions shall be deemed not part of this Agreement. If Franchisor determines that a finding of invalidity adversely affects the basic consideration of this Agreement, Franchisor has the right to, at its option, terminate this Agreement. If any term of this agreement may be construed in two or more ways, one that would render the term invalid or otherwise voidable or unenforceable and another that would render the term valid and enforceable, that term has the meaning that renders it valid and enforceable.

In addition, if, in the opinion of Franchisor's legal counsel, any provision of this Agreement is contrary to law, then this Agreement shall remain in full force and effect and Franchisee and Franchisor agrees to negotiate in good faith an amendment that would make this Agreement conform to the applicable legal requirements. If both parties are unable to reach such an agreement within 30 days after notice of the issue is given to the other party or if fundamental changes to this Agreement are required to make it conform to the legal requirements, then Franchisor reserves the right to terminate this Agreement upon notice to Franchisee, in which case neither party shall have any liability to the other but all of the post-termination obligations set forth in Section 16, and 17 shall apply.

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

### **Section 22.8 Construction**

All captions herein or in the Exhibits attached hereto and thus made a part hereof, are intended solely for the convenience of the parties, and none shall be deemed to affect the meaning or construction of any provision hereof or thereof. Should any provision of this Agreement require interpretation or construction, it is agreed by Franchisor and Franchisee, that the court, administrative body, mediation panel, sole mediator or other person or entity interpreting or construing this Agreement shall not apply a

presumption the provisions hereof shall be more strictly construed against Franchisor by reason of the rule of construction that a document is to be construed more strictly against the person or entity who or through its agent, prepared same.

### **Section 22.9 Force Majeure**

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

### **Section 22.10 Timing**

Time is of the essence. Except as set forth in Section 22.9, failure to perform any act within the time required or permitted by this Agreement, shall be a material breach of this Agreement.

### **Section 22.11 Withholding Payments**

Franchisee shall not, for any reason, withhold payment of any Royalty Fees, National Advertising Fund Contributions or other amounts due to Franchisor or to an Affiliate. Franchisee shall not withhold or offset any amounts, damages or other monies allegedly due to Franchisee against any amounts due to Franchisor. Notwithstanding anything in this Agreement to the contrary, no endorsement or statement on any payment (or on any document accompanying said payment) for less than the full amount due to Franchisor will be construed as an acknowledgment of payment in full or an accord and satisfaction. Franchisor has the right to accept and cash any such payment without prejudice to Franchisor's right to recover the full amount due or pursue any other remedy provided in this Agreement or by law. Franchisor has the right to apply any payments made by Franchisee against any of Franchisee's past due indebtedness as Franchisor deems appropriate. Franchisor shall set off sums Franchisor owes to Franchisee against any unpaid debts owed by Franchisee to Franchisor.

### **Section 22.12 Further Assurances**

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

### **Section 22.13 Third-Party Beneficiaries**

The parties agree that all other Franchisees are third-party beneficiaries to the terms of this agreement and have the right to separately enforce the Franchisees covenants, if the Franchisor is unwilling or unable to enforce the Franchisee covenants.

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

#### **Section 22.14 Multiple Originals**

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

#### **Section 22.15 Survival of Terms**

Each provision of Articles 17, 21, 22, 24, and those provisions hereinabove provided relating to covenants against post-termination/expiration use of the Proprietary Marks, Know-How and Copyrights will be deemed to be self-executing and continue in full force and effect subsequent to and notwithstanding the expiration, termination, setting aside, cancellation, rescission, unenforceability or otherwise of this Agreement (or any part of it) for any reason, will survive and will govern any claim for rescission or otherwise. Each provision of this Agreement will be construed as independent of, and severable from, every other provision; provided that if any part of this Agreement is deemed unlawful in any way, the parties agree that such provision will be deemed interpreted and/or modified to the minimum extent necessary to make such provision lawful or, if such construction is not permitted or available, the remainder of this Agreement will continue in full force and effect. Each party reserves the right to challenge any law, rule or judicial or other construction which would have the effect of varying or rendering ineffective any provision of this Agreement.

### **ARTICLE 23 - DISPUTE RESOLUTION**

#### **Section 23.1 Choice of Law**

Except to the extent this Agreement or any particular dispute is governed by the U.S. Trademark Act of 1946, the Lanham Act, 15 U.S.C. Sec. 1051 et seq. or other federal law, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas (without reference to its conflict of laws principles). References to any law refer also to any successor laws and to any published regulations for such law, as in effect at the relevant time. References to a governmental agency also refer to any regulatory body that succeeds the function of such agency.

#### **Section 23.2 Consent to Jurisdiction**

Claims for injunctive relief or specific performance or otherwise may be brought by Franchisor (i) where Franchisee resides or does business, (ii) where the Franchised Business is or was located, (iii) in Williamson County, Texas, where counsel is located or (iv) where the claim arose; and Franchisee hereby waives all questions of personal jurisdiction and venue for the purpose of carrying out this provision.

Franchisee shall file any suit against Franchisor only in Texas, in the federal court having jurisdiction; and Franchisee hereby waives all questions of personal jurisdiction and venue for the purpose of carrying out this provision.

#### **Section 23.3 Rights and Remedies**

Remedies are cumulative. No remedy in this Agreement for any party is intended to be exclusive of any other remedy. Each remedy is cumulative and is in addition to every other remedy given under this Agreement, now or later existing, at law, in equity, by statute or otherwise. Nothing contained herein shall bar Franchisor's right to obtain injunctive relief or specific performance against threatened conduct that may cause it loss or damages, including obtaining restraining orders and preliminary and permanent

injunctions. Franchisee's rights and remedies regarding Franchisor's breach of this Agreement are as set forth in this Agreement.

#### **Section 23.4 Limitations of Claims**

Except for claims by Franchisor for payments owed by Franchisee under this Agreement, any claim concerning the Franchised Business or this Agreement or any related agreement will be barred unless an action relating to the ownership of any of Franchisor's Marks or for injunctive relief, specific performance or mediation, as set forth in this Agreement, is commenced within two (2) years from the date on which Franchisee or Franchisor knew or should have known, in the exercise of reasonable diligence, of the facts giving rise to the claim.

#### **Section 23.5 Limitation of Damages**

Franchisee and Franchisor each waive, to the fullest extent permitted by law, any right or claim for any punitive or exemplary damages against the other, other than those stated within this Agreement. Franchisee waives and disclaims any right or claim to consequential damages against Franchisor concerning this Agreement or any related agreement. In any claim or action brought by Franchisee against Franchisor concerning this Agreement, Franchisee's damages shall not exceed an amount greater than Franchisee's Initial Fee and Royalty Fee payments.

Franchisee acknowledges that if any claim or action is begun for the enforcement of this Agreement or for any alleged dispute, breach, default or misrepresentation under any term of this Agreement, the prevailing party is entitled to recover reasonable pre-institution and post-institution attorneys' fees, court costs and all expenses even if not taxable as court costs (including all fees and expenses incident to mediation, appellate, bankruptcy and post judgment proceedings), incurred in the action or proceeding in addition to any other relief that the party is entitled. Franchisee acknowledges that in the event of a dispute with the Franchisor, the dispute must be mediated first in Good Faith (pursuant to Section 23.7), otherwise the Franchisee will waive the right to recover their Attorney's Fees in the event that the Franchisee wins the claim or action. Attorney's fees include paralegals fees, administrative costs, investigated costs, cost of expert witnesses, court reporter fees, sales and use taxes, if any, and all other charges billed by the attorneys to the prevailing party. The non-prevailing party must reimburse the prevailing party on demand for all of the above listed expenses the prevailing party incurs.

#### **Section 23.6 Waiver of Jury Trial**

FRANCHISEE AND FRANCHISOR EACH IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION WHATSOEVER, WHETHER AT LAW OR EQUITY, BROUGHT BY EITHER OF THEM, INCLUDING BUT NOT LIMITED TO, RELATING TO THE OWNERSHIP OF ANY OF FRANCHISOR'S MARKS OR THE UNAUTHORIZED USE OR DISCLOSURE OF FRANCHISOR'S TRADE SECRETS OR CONFIDENTIAL INFORMATION OR FOR INJUNCTIVE RELIEF OR SPECIFIC PERFORMANCE.

#### **Section 23.7 Mediation**

Except for actions or claims for injunctive relief or specific performance or the unauthorized use or disclosure of Franchisor's Trade Secrets or Confidential Information, all claims, disputes and other matters in question between Franchisor and Franchisee arising out of or relating to this Agreement, the business relationship or any other agreement, including whether this Mediation clause is binding upon the

parties, shall be resolved by non-binding mediation before the Center for Public Resources - National Franchise Mediation Program, FAM or another mutually agreeable mediator. Notwithstanding the above, the following shall not be subject to mediation:

- i. disputes and controversies arising from the Sherman Act, the Clayton Act or any other Federal or state antitrust law;
- ii. disputes and controversies based upon or arising under the Lanham Act, as now or hereafter amended, relating to the ownership or validity of any Confidential Information, the Proprietary Marks or any other trademarks;
- iii. disputes and controversies relating to actions to obtain possession of the premises of the Business under lease or sublease.

Both parties will sign a confidentiality agreement reasonably satisfactory to Franchisor. Upon submission, the obligation to attend mediation in the county and state designated by Franchisor (currently Williamson County, Texas) is binding on both parties. Each party will bear his, her or its own costs for the mediation, except the mediation fee and the fee for the mediator will be split equally.

To initiate mediation, either Franchisor or Franchisee shall appoint one mediator and after appointment of the mediator, shall notify in writing the other of such appointment and the name of and the contact information for the mediator within three (3) business days after selection of said mediator. The mediation shall be conducted in Williamson County, Texas as directed by the sole mediator. If an agreement is reached between the parties, then the signed award of the mediator shall be final and binding upon Franchisor and Franchisee and any other party to the mediation. Judgment may be entered upon the award of the mediator in any court having competent jurisdiction. If the first mediation between the Franchisor and Franchisee is not successful, both parties agree, prior to instituting any court action except as excluded within this Section, to participate in a second mediation session scheduled for at least eight (8) hours, within fourteen (14) days if possible, and a third mediation session if necessary within twenty-one (21) days after that, which shall last at least eight (8) hours or until an agreement is reached whichever occurs first.

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

### **Section 23.8 Withholding Consent**

In no event will Franchisee make any claim, whether directly, by way of setoff, counter-claim, defense or otherwise, for money damages or otherwise, by reason of any withholding or delaying of any consent or approval by Us. Franchisee's sole remedy for any such claim is to submit it to non-binding mediation as described in this Article 23.

### **Section 23.9 No Class Actions**

Franchisee acknowledges that any disagreement between Franchisee and Franchisor (and Franchisor's affiliates) will be considered unique as to its facts and shall not be brought as a class action, and Franchisee, by signing this Agreement, waives any right to proceed against Franchisor (and its

affiliates, owners, officers, directors, employees, successors and assigns) by way of class action or by way of a multi-plaintiff, consolidated or collective action.

## **ARTICLE 24 - ACKNOWLEDGMENTS**

### **Section 24.1 Receipt of this Agreement and the Franchise Disclosure Document**

Franchisee represents and acknowledges it has received, read and understands this Agreement and Franchisor's Franchise Disclosure Document, along with any applicable state addendums and Franchisor has accorded Franchisee ample time and opportunity to consult with advisors of its own choosing about the potential benefits and risks of entering into this Agreement. Franchisee represents and acknowledges it has received an exact copy of this Agreement and its Exhibits fully filled in, except for signatures, prior to the date on which this Agreement was executed. Franchisee further represents and acknowledges it has received, at least fourteen (14) calendar days prior to the date on which this Agreement was executed, the disclosure document required by the 2007 Amendment to the Federal Trade Commission Rule entitled Disclosure Requirements and Prohibitions Concerning Franchising and Business Opportunity Ventures.

Franchisee understands that Franchisor is relying on Franchisee to bring forward, in writing, at this time any matters inconsistent with any of the matters set forth in this Article 24 or otherwise, so that Franchisor can correct any misunderstandings. Franchisee agrees that if any of the statements or matters set forth in this Article 24 or otherwise are not true, correct and complete, Franchisee will make a written statement regarding such next to Franchisee's signature below so that Franchisor may address and resolve any such issue(s) at this time and before either party goes forward.

Franchisee acknowledges and agrees that in all of Franchisee's dealings with Franchisor, Franchisor's officers, directors, employees, and agents acted only in a representative capacity and not in an individual capacity. Franchisee further acknowledges that this Agreement, and all business dealings between Franchisee and such individuals as a result of this Agreement, are solely between Franchisee and Franchisor. Franchisee further represents to Franchisor, as an inducement to Franchisor's entry into this Agreement, that Franchisee has made no misrepresentations in obtaining the Franchised Business.

### **Section 24.2 Consultation by Franchisee**

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

### **Section 24.3 True and Accurate Information**

If the Franchisee is a Corporation, Limited Liability Company or a General, Limited or Limited Liability Partnership, Franchisee warrants and represents that Franchisee is duly organized, validly existing and in good standing under the laws of the state of organizations, and that Franchisee has the power to sign deliver and carry out this Agreement. The undersigned has taken all necessary action for proper authorization and will supply a true and accurate copy of that authorization with the Franchise Agreement. Franchisee represents that all information set forth in any and all applications, financial statements and submissions to Franchisor is true, complete and accurate in all respects, and Franchisee acknowledges Franchisor is relying upon the truthfulness, completeness and accuracy of such information.

Franchisee agrees that, under federal and state franchise laws and other applicable laws, Franchisor may be required to disclose Franchisee's name, home address and telephone number and Franchisee's owners' consent to the disclosure of their names, home addresses and telephone numbers. Franchisee must notify Franchisor of any change in Franchisee's name, home address and telephone number within ten (10) days of the change. Franchisee releases Franchisor and its officers, directors, stockholders, agents and legal successors and assigns from all causes of action, suits, debts, covenants, agreements, damages, judgments, claims and demands, in law or in equity or Franchisee ever had, now have or that Franchisee later may have, from Franchisor's disclosure of your name, home address and telephone number.

#### **Section 24.4 Risk**

Franchisee represents it has conducted an independent investigation of the business contemplated by this Agreement and acknowledges that, like any other business, an investment in a Rosati's Franchised Business involves business risks and the success of the venture is dependent, among other factors, upon the business abilities and efforts of Franchisee. Franchisor makes no representations or warranties, express or implied, in this Agreement or otherwise, as to the potential success of the business venture contemplated hereby. In addition, Franchisor makes no warranty as to Franchisee's ability to operate the Rosati's Business in the jurisdiction where Franchisee's Rosati's franchise is to be operated. It is Franchisee's obligation to seek or obtain advice of counsel specifically on this issue. If legislation enacted by or regulation of, any governmental body prevents Franchisee from operating a Rosati's Franchised Business, the Franchisor is not liable for damages, nor required to indemnify Franchisee or to return any monies received from Franchisee.

#### **Section 24.5 No Guarantee of Success**

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

#### **Section 24.6 No Violation of Other Agreements**

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

#### **Section 24.7 Independent Obligations**

Each obligation or other provision contained in this Agreement shall be deemed and construed as a separate and independent covenant, condition and obligation of the party bound by, undertaking or making the same, and not dependent on any other provisions of this Agreement, unless expressly so provided. If any party has breached any obligation or other provision contained in this Agreement in any respect, the fact there exists another obligation or provision relating to the same subject matter (regardless of the relative levels of specificity) which the party has not breached shall not detract from or mitigate the fact the party is in breach of the first obligation or other provision contained in this Agreement.

#### **Section 24.8 Gender**

Whenever the context of this Agreement requires, the masculine gender includes the feminine or neuter and vice versa, and the singular number includes the plural.

## **Section 24.9 Duty of Good Faith and Fair Dealing**

This Agreement imposes upon both parties a Duty of Good Faith and Fair Dealing in performance of this Agreement. "Good Faith and Fair Dealing" means honesty in fact and the observance of reasonable standards of fair dealing in the industry.

## **Section 24.10 Franchisor's Business Judgment**

The parties recognize, and any mediator or judge is affirmatively advised that certain provisions of this Agreement describes the right of Franchisor to take (or refrain from taking) certain actions in its sole discretion, and other actions in the exercise of its reasonable business judgment. Where this Agreement expressly requires that Franchisor make a decision based upon Franchisor's reasonable business judgment, Franchisor is required to evaluate the overall best interests of all Rosati's Businesses and Franchisor's own business interests. If Franchisor makes a decision based upon it's a reasonable business judgment, neither a mediator nor a judge shall substitute his or her judgment for the judgment so exercised by Franchisor. The fact that a mediator or judge might reach a different decision than the one made by Franchisor is not a basis for finding that Franchisor made its decision without the exercise of reasonable business judgment. Franchisor's duty to exercise reasonable business judgment in making certain decisions does not restrict or limit Franchisor's right under this Agreement to make other decisions based entirely on Franchisor's sole discretion as permitted by this Agreement. Franchisor sole discretion means that Franchisor may consider any set of facts or circumstances that it deems relevant in rendering a decision.

**Even though this Agreement contains provisions requiring Franchisee to operate the Business and the Franchised Business in compliance with the System: (1) Franchisor does not have authority to control the day-to-day conduct and operation of Franchisee's business or employment decisions; and (2) Franchisee and Franchisor do not intend for Franchisor to incur any liability to third parties in connection with or arising from any aspect of the System or Franchisee's use of the System, whether or not in accordance with the requirements of the Manual.**

**Nothing in this Agreement or any related Agreement is intended to disclaim the representations Franchisor made in the Franchise Disclosure Document. The submission of this Agreement to Franchisee does not constitute an offer to Franchisee, and this Agreement shall become effective only upon execution by Franchisor and Franchisee.**

**IN WITNESS WHEREOF**, the parties hereto, intending to be legally bound hereby have duly executed and delivered this Agreement on the Effective Date listed on the Summary Page to this Franchise Agreement.

## EXHIBIT 1 TO THE FRANCHISE AGREEMENT

### GENERAL RELEASE

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

- the execution by Rosati's Pizza Enterprises, Inc. (“RELEASEE”) of a successor Franchise Agreement or other renewal documents renewing the franchise (the “Franchise”) granted to RELEASOR by RELEASEE pursuant to that certain Franchise Agreement (the “Franchise Agreement”) between RELEASOR and RELEASEE; or
- RELEASEE’S consent to RELEASOR’S transfer or assignment of its rights and duties under the Franchise Agreement; or
- RELEASEE’S consent to RELEASOR’S transfer or assignment of its ownership of all or any part of the Franchise; or
- RELEASEE’S consent to RELEASOR’S assumption of rights and duties under the Franchise Agreement; or
- RELEASEE’S consent to termination of the Franchise Agreement; or
- RELEASEE’S refund of \$ \_\_\_\_\_ RELEASOR paid to RELEASEE,

and other good and valuable consideration, and accordingly:

RELEASOR hereby releases and discharges RELEASEE, RELEASEE’S officers, directors, managers, agents, legal representatives, attorneys, shareholders, members, partners, owners and employees (in their corporate and individual capacities), and RELEASEE’S successors and assigns, from any and all causes of action, suits, arbitrations, debts, damages, judgments, executions, claims and demands whatsoever, in law or in equity, that RELEASOR and RELEASOR’S heirs, executors, administrators, successors and assigns had, now have or may have, upon or by reason of any matter, cause or thing whatsoever from the beginning of the world to the date of this RELEASE arising out of or related to the Franchise, the Franchised Business (as defined in the Franchise Agreement) or the Franchise Agreement, including, without limitation, claims arising under federal, state or local laws, rules or ordinances; and

RELEASEE hereby releases and discharges RELEASOR, RELEASOR’S officers, directors, managers, agents, legal representatives, attorneys, shareholders, members, partners, owners and employees (in their corporate and individual capacities), and RELEASOR’S successors and assigns, from any and all causes of action, suits, arbitrations, debts, damages, judgments, executions, claims and demands whatsoever, in law or in equity, that RELEASEE and RELEASEE’S heirs, executors, administrators, successors and assigns had, now have or may have, upon or by reason of any matter, cause or thing whatsoever from the beginning of the world to the date of this RELEASE arising out of or related to the Franchise, the Franchised Business (as defined in the Franchise Agreement) or the Franchise Agreement, including, without limitation, claims arising under federal, state or local laws, rules or ordinances

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

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

RELEASOR: \_\_\_\_\_  
(Type/print name)

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

(or, if an individual)

Signed: \_\_\_\_\_

Name printed: \_\_\_\_\_

RELEASEE: Rosati's Pizza Enterprises, Inc.

By: \_\_\_\_\_

Name: Darren Schmitt

Title: Director and Treasurer

**GENERAL RELEASE ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

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

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

\_\_\_\_\_  
Notary Public  
My Commission expires:

(NOTARIAL SEAL)

**GENERAL RELEASE ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_, by Darren Schmitt of Rosati's Pizza Enterprises, Inc., who personally appeared before me at the time of notarization.

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

\_\_\_\_\_  
Notary Public  
My Commission expires:

(NOTARIAL SEAL)

**EXHIBIT 2 TO THE ONGOING FRANCHISE AGREEMENT**

**NON-DISCLOSURE AND NON-SOLICITATION AGREEMENT**

This Non-Disclosure And Non-Solicitation Agreement (“Agreement”) is made and entered into by and between \_\_\_\_\_ (hereinafter "Company" or “Us”) and \_\_\_\_\_ located at \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ (hereinafter "Individual" or “You”), both agreeing (hereafter “the Parties”) effective this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (the “Effective Date”).

**WITNESSETH:**

**WHEREAS**, \_\_\_\_\_, as part of a franchise system, is required to have Individual execute this Agreement prior to providing Individual access to Company’s Trade Secrets, Client Information and other Confidential Information; and

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

**1. Recitals**

The above preamble and recitals are true and correct and incorporated into this Agreement.

**2. Term**

The Term of this Agreement shall be for three (3) years from the date above written, and shall automatically be renewed if not terminated in writing. However, the Individual's obligations under this Agreement shall survive the termination of this Agreement and shall be binding after termination for a period of three (3) years.

**3. Confidential Information**

For purposes of this Agreement, “Confidential Information” means technical and non-technical information and know-how used in or related to the Company Businesses or Clients’ and not commonly known by or available to the public, including, without limitation, Trade Secrets, client information (including preferred services and/or products, address and email information), other staff details, and any other information identified as confidential when delivered by the Company. Confidential Information shall not include, however, any information established by documentary evidence that: (a) is now or subsequently becomes generally available to the public through no fault of the Individual; (b) the Individual 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;

#### **4. Confidentiality/Non-Disclosure**

a) Individual shall not whether in person, in writing, through the Internet or online through Social Media sites and/or applications communicate or divulge to (or use for the benefit of) any other person, firm, association, or corporation, with the sole exception of Company, now or at any time in the future, any of the Company's Trade Secrets, Client Information and other Confidential Information.

b) Individual's obligations under paragraph 4(a) of this Agreement shall continue in effect after termination of Individual's relationship with Company, regardless of the reason or reasons for termination, and whether such termination is voluntary or involuntary, and Individual shall (and Company is entitled to) communicate Individual's obligations under this Agreement to any future customer, contractor, or employer of Individual to the extent deemed necessary by Company for protection of Company's rights and obligations herein.

c) Individual shall not copy or modify any Confidential Information without the prior written consent of Company.

d) Individual shall promptly advise the Company if the Individual becomes aware of any possible unauthorized disclosure or use of the Confidential Information, by Individual or any other staff member of Company.

#### **5. Non-Solicitation**

a) The Individual covenants and agrees that (i) during Individual's engagement with the Company, and (ii) for a period of three (3) years following termination, Individual shall not, without the prior written consent of the Company, directly or indirectly, whether for his own account or on behalf of any person, firm, corporation, partnership, association or other entity or enterprise, solicit, recruit, hire or cause to be hired any employee, contractor, or staff member of the Company, franchisees or any of its affiliates, or any person who was an employee, contractor, or staff member of the Company during the twelve (12) months preceding the Individual's date of termination of engagement, or solicit or encourage any employee, contractor or staff member of the Company or any of its affiliates, or franchisees, or any of their family members or collaterals, to leave the Company or any of such affiliates, or franchisees of the franchise system, as applicable.

b) The Individual covenants and agrees that (i) during Individual's engagement with the Company, and (ii) for a period of three (3) years following termination, Individual shall not, without the prior written consent of the Company, directly or indirectly, whether for his own account or on behalf of any person, firm, corporation, partnership, association or other entity or enterprise, solicit, recruit, or cause to be recruited any clients or customers of the Company or any of their family members or collaterals.

#### **6. Miscellaneous**

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

b) The Company reserves the right to reduce the scope of the obligations under the covenants unilaterally and without the consent of any other person or entities effective upon giving notice thereof.

c) If all or any portion(s) of any provision(s) of this Agreement are held to be invalid, unreasonable, illegal or unenforceable under applicable law, such invalid, unreasonable, illegal or unenforceable portion(s) of any provision(s) shall be amended, limited or excluded from this Agreement to the minimum extent required by applicable law so that this Agreement shall otherwise remain in full force and effect and enforceable in accordance with its terms.

d) This Agreement shall be effective as of the Effective Date and shall be binding upon the successors and assigns of Individual and shall inure to the benefit of Company, its subsidiaries, successors and assigns.

e) If it appears that the Individual has disclosed (or has threatened to disclose) Confidential Information, or has Solicited employees, contractors, staff or customers in violation of this Agreement, the Company shall be entitled to an immediate injunction, without the necessity of a hearing, or bond, to restrain the Individual from disclosing the Confidential Information, or performing the solicitation in whole or in part. The Company shall not be prohibited by this provision from pursuing other remedies, including a claim for losses and damages. Individual shall reimburse Company for any and all costs and attorney fees incurred by Company, franchisees, or its affiliates in the enforcement of the terms of this Agreement.

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

g) The paragraph headings in this Agreement are included solely for convenience and shall not affect, or be used in connection with, the interpretation of this Agreement. Whenever the context of this Agreement requires, the masculine gender includes the feminine or neuter and vice versa, and the singular number includes the plural.

h) The Company's, Affiliates Clients shall be a third-party beneficiary of this Agreement include The Company's Clients, the Company's Affiliates, and all franchisees within the franchise system at the time that Individual was under an Agreement with Individual and for the three (3) years following the termination of this Agreement.

l) This Agreement shall be governed by and interpreted in accordance with the laws of the State of Texas, according the franchise system requirements, without regard to its provisions as to choice of law.

m) Each party hereto represents and warrants that it has the full power and authority to enter into and perform this Agreement, and each party knows of no law, rule, regulations, order, agreement, promise, undertaking or other fact or circumstance which would prevent its full execution and performance of this Agreement.

## **7. Notice**

Any notice provided for in this Agreement must be in writing and must be either personally delivered, mailed by first class mail (postage prepaid and return receipt requested) or sent by reputable overnight courier service (charges prepaid) to the Employee at the address below indicated:

To the Company:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_

To Individual:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

or such other address or to the attention of such other person as the Individual shall have specified by prior written notice to the Company. Any notice under this Agreement shall be deemed to have been given when so delivered or sent or, if mailed, five days after deposit in the U.S. mail.

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

**IN WITNESS WHEREOF,** \_\_\_\_\_, has caused this Agreement to be executed by its duly authorized officer, manager or executive and Individual has executed this Agreement, all being done in triplicate originals with one (1) original being delivered to each party and Company’s applicable file as of the Effective Date.

By signing below, the Parties accept this Agreement and the terms in their entirety

Individual: \_\_\_\_\_

Company: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

## EXHIBIT 3 TO THE ONGOING FRANCHISE AGREEMENT

### **GUARANTY AND ASSUMPTION OF OBLIGATIONS**

This GUARANTY AND ASSUMPTION OF OBLIGATIONS (“Guaranty”) is given this Effective Date by the listed Members and Owners of the Franchisee as listed on the Summary Page to this Franchise Agreement. All listed Members, Guarantors and/or Owners shall be jointly and severally liable.

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

Each of the undersigned consents and agrees to a UCC-1 security filing, and that: (a) his direct and immediate liability under this Guaranty shall be joint and several; (b) he shall render any payment or performance required under the Agreement upon demand if Franchisee fails or refuses punctually to do so; (c) such liability shall not be contingent or conditioned upon pursuit by Franchisor of any remedies against Franchisee or any Covered Person; and (d) such liability shall not be diminished, relieved or otherwise affected by any extension of time, credit or other indulgence which Franchisor may from time to time grant to Franchisee or to any Covered Person including, without limitation, the acceptance of any partial payment or performance or the compromise or release of any claims, none of which shall in any way modify or amend this Guaranty, which shall be continuing and irrevocable during the term of the Agreement.

Each of the undersigned further consents and agrees he shall be a party to any of the actions or claims between Franchisor and Franchisee for injunctive relief or specific performance or relating to the ownership of any of Franchisor’s Marks or the unauthorized use or disclosure of Franchisor’s Trade Secrets or Confidential Information or which are to be resolved by non-binding mediation as set forth in the Agreement. Each of the undersigned also agrees to be personally bound by the waiver of jury trial as set forth in Section 23.6 of the Agreement.

Whenever the context of this Guaranty requires, the masculine gender includes the feminine or neuter and vice versa, and the singular number includes the plural. Capitalized terms not defined herein shall have the meaning set forth in the Agreement.

**IN WITNESS WHEREOF**, this Guaranty has been duly executed and delivered by each of the individuals listed on the Summary Page to this Franchise Agreement, intending to be legally bound hereby, on the Effective Date.

**EXHIBIT 4 TO THE ONGOING FRANCHISE AGREEMENT**

**HOLDERS OF 5% OR MORE LEGAL OR BENEFICIAL INTEREST  
IN FRANCHISEE; OFFICERS, DIRECTORS AND MANAGERS**

**Holder of Legal or Beneficial Interest:**

The Holders of 5% or more interest are listed on the Summary Page of this Franchise Agreement

**Officers, Directors and Managers:**

Franchisee acknowledges that they must submit, within 24 hours, a training request for all Managers, Director and Officers that will work within or have ownership or direction over the Franchised Business. The information at minimum that must be provided is:

Name: \_\_\_\_\_

Position/Title: \_\_\_\_\_

Home Address: \_\_\_\_\_

\_\_\_\_\_

Telephone No.: \_\_\_\_\_

E-mail address: \_\_\_\_\_

**EXHIBIT 5 TO THE ONGOING FRANCHISE AGREEMENT**

**STATE ADDENDUM**

TO AVOID DUPLICATION IN THE FRANCHISE DISCLOSURE DOCUMENT THESE ARE  
LOCATED

AT EXHIBIT G TO THE FRANCHISE DISCLOSURE DOCUMENT

ON THE EXECUTION COPY, THE APPLICABLE STATE ADDENDUM WILL BE

LOCATED AT THIS EXHIBIT 5 TO THE FRANCHISE AGREEMENT

**EXHIBIT 6 TO THE ONGOING FRANCHISE AGREEMENT  
MARKS**

Franchisee has the right to operate a Franchised Business exclusively under the trade name and service mark “Rosati's Pizza” and under any other trade names, trademarks, service marks, logotypes or other commercial symbols, and patents (the “Marks”) currently authorized for use or that Rosati's Pizza Enterprises may later authorize for use in the operation of franchised businesses under the System provided that Franchisee is current with the payment of Royalties. Rosati's Franchise Systems, Inc., RFSI is the sole and exclusive owner and licensor of all right, title, and interest in the Marks. The following Mark(s) are registered on the Principal Register of the United States Patent and Trademark Office (“USPTO”). All necessary renewal applications have been filed with respect to the following Mark:

<b>Mark</b>	<b>International Classification</b>	<b>Registration Number</b>	<b>Filing Date</b>
Rosati's Pizza Filed on the principal register of the United States Patent & Trademark Office	043	1,906,101	July 18, 1995
 Filed on the principal register of the United States Patent & Trademark Office	043	1,934,683	November 14, 1995

The Marks above are owned by RFSI. Under a September 1998 license agreement between RFSI and 10 Rosati family members, RFSI granted such individuals a perpetual, nonexclusive license to use and sublicense the use of the Marks. Certain of those family members are our shareholders, and on February 28, 2022, our shareholders granted us a license to use the Marks and to sublicense them to our franchisees. All required affidavits and renewals have been filed. Franchisor and RFSI claim common law rights in other marks and logos developed by us or RFSI.

Franchisor, as licensee to all right, title and interest to the Marks, except as described above, claims common law rights to the Marks and trade dress including product names, business advertising materials and photographs. All necessary applications have been filed with respect to the federal registrations. You are authorized to use the Marks appearing above, and each Mark subsequently developed and designated by Rosati's, in the operation of Your Business.

Franchisor may change or modify the System presently identified by the Marks, including the adoption and use of new or modified trade names, service marks, trademarks or copyrighted materials, new programs or systems for the Franchised Business, new product lines, new employee training, new equipment or new techniques and Franchisee must accept, use and display those changes in the System, as if they were part of the Franchise Agreement at the time of its signing. Franchisee will make the changes at Franchisee's expense.

**MARK USE GUIDELINES**

Proper use of a Mark involves some basic rules which center around ensuring that the Mark is recognized by the public as an indication of single source and is distinguished from the mere name of a product or service.

Although these rules will vary somewhat for different types of Marks and use situations, the recommended guidelines are presented below. Franchisor may modify such guidelines and impose additional restrictions with respect to such Marks in its sole discretion.

Use the Mark only as a proper adjective followed by a noun, and not as a possessive, a description (noun), a plural or a verb. Make sure that the symbol "TM" (designating trademark used to indicate source of products) or "SM" (designating service mark used to indicate source of services) or ® designating use of a federally registered Mark, as appropriate, prominently appears at least once in close association with the Mark.

Make the Mark stand out from the rest of the text (bolder type, ALL CAPS, *italics*, underline, etc.)

Avoid variations in spelling or display. By way of example, the following is proper:

Rosati's Pizza®  
Rosati's Pizza™  
Rosati's Pizza<sup>SM</sup>

The following is not proper:

Take yourself to Rosati's Pizza. (noun, no special typography, no service mark indication)

There are numerous Rosati's Pizza's around the country. (noun, plural, no special typography, variation, no service mark symbol)

Rosati's Pizza's services (possessive, variation, no service mark symbol)

It is not necessary that the SM, TM or ® be used so often as to become obtrusive; once or twice in a short document is enough. When it is not obvious from the text, it is important that a legend indicating ownership of the Marks appears somewhere reasonably visible on the document; namely, Rosati's Pizza® (and design) are trademarks and service marks of Rosati's Franchise Systems, Inc., RFSI.

**EXHIBIT 7 TO THE ONGOING FRANCHISE AGREEMENT  
FRANCHISE DISCLOSURE QUESTIONNAIRE**

As You know, Rosati's Pizza Enterprises, Inc. and You are preparing to enter into a Franchise Agreement for the operation of a Franchised Business. In this Franchisee Disclosure Questionnaire, Rosati's Pizza Enterprises, Inc. will be referred to as "Rosati's," "We" or "Us." The purpose of this Questionnaire is to determine whether any statements or promises were made to You that We did not authorize and that may be untrue, inaccurate or misleading.

By my signature on the Summary Page of this Franchise Agreement, I hereby acknowledge that the answer to all of the below 15 questions is  True.

1. The Date on my Franchise Disclosure Document Receipt is accurate as of the date I first received the Franchise Disclosure Document from the Franchisor. (hereafter FDD Receipt Date")
2. The Date of my first face-to-face meeting was on or after the FDD Receipt Date.
3. The Date I received a fully filled in Franchise Agreement, except for signatures, was at least fourteen (14) calendar days after the FDD Receipt Date.
4. The Date I submitted any payment towards the Franchise Agreement, was at least fourteen (14) calendar days after the FDD Receipt Date.
5. I have only been given Actual sales or profits of other units, average sales or profit figures or projections of how much I or any Franchisee could make or any of the numbers and figures within the Item 19 section of the FDD.
6. I have received and personally reviewed the Disclosure Document provided to me.
7. I have received, and personally reviewed Rosati's Pizza Enterprises, Inc. Franchise Agreement and each Exhibit, addendum and schedule attached to it.
8. I understand all of the information contained in the Franchise Agreement and each Exhibit and schedule attached to it.
9. I did not rely on the financial condition of a parent or affiliated company in determining whether to enter into this Agreement.
10. I have discussed the benefits and risks of operating the Franchised Business with an attorney, accountant or other professional advisor and I do understand those risks.
11. I understand that the success or failure of my business will depend in large part upon my skills and abilities, competition from other businesses, interest rates, inflation, labor and supply costs, lease terms and other economic and business factors that I control.
12. I have not had any employee or other person speaking on Franchisor's behalf make any statement or promise concerning a Franchised Business that is contrary to or different from, the information contained in the Disclosure Document.
13. I have not had any employee or other person speaking on Franchisor's behalf make any statement or promise concerning the likelihood of success that I should or might expect to achieve from operating a Franchised Business.
14. I have not had any employee or other person speaking on Franchisor's behalf make any statement, promise or agreement concerning the advertising, marketing, training, support service or assistance that We will furnish to You that is contrary to or different from, the information contained in the Disclosure Document.
15. I understand that in all dealings with You, our officers, managers, members, directors, attorneys, employees and agents act only in a representative capacity and not in an individual capacity and such dealings are solely between Franchisee and Franchisor.

If any of the statements above are not True, I should not sign this Franchise Agreement, as the terms of it are not correct for my personal situation, and are not authorized by the Franchisor, and I will need an Amendment.

Franchisee, and all of its Owners, Directors and Members acknowledge that by signing the Summary Page of this Franchise Agreement you are also simultaneous signing this Franchisee Disclosure Questionnaire, personally, You are representing that You have responded truthfully to the above questions. You acknowledge that Rosati's Pizza Enterprises, Inc. is relying on the accuracy of the above information, and that the information set forth above is true and correct.

**EXHIBIT 8 TO THE ONGOING FRANCHISE AGREEMENT  
AUTHORIZATION AGREEMENT  
AUTOMATIC DEPOSITS (ACH WITHDRAWALS)**

Franchisor Name: **Rosati's Pizza Enterprises, Inc.**

I (We) hereby authorize Rosati's Pizza Enterprises, Inc., hereinafter called Franchisor, to initiate debit entries or receipt of funds relating to royalty fees, Technology fees, system marketing fees, contributions or payment of goods or services, to my (our) Checking Account/Savings Account indicated on the Summary Page to this Franchise Agreement, at the depository financial institution named, and to debit the same to such account. I (We) acknowledge that the origination of ACH transactions to my (our) account must comply with the provisions of U.S. Law, and that I will be responsible for any banking fees that my institution charges.

This authorization is to remain in full force and effect until Rosati's Pizza Enterprises has received a written replacement ACH Withdrawal Form notification from me. I (We) understand that revocation of this Authorization Agreement by me (Us) may constitute an event of Default under the Franchise Agreement.

I (We) understand that the amount to be withdrawn by Franchisor will not be the same each time and I (We) therefore authorize all monetary transfers pursuant to Articles 3 and 11 of the Franchise Agreement.

**IN WITNESS HEREOF**, Franchisee, and all of its Owners, Directors and Members acknowledge that by signing the Summary Page of this Franchise Agreement you are also simultaneous signing this ACH Withdrawal Form, personally.

**EXHIBIT 9 TO THE ONGOING FRANCHISE AGREEMENT  
TELEPHONE NUMBER ASSIGNMENT AGREEMENT AND POWER OF ATTORNEY**

**FOR VALUE RECEIVED**, the (“Franchisee”) irrevocably assigns the telephone listing and numbers used in the Franchised Business and any successor, changed or replacement number or numbers effective upon the date of termination of the Franchise Agreement described below to Rosati's Pizza Enterprises, Inc. (“Franchisor”), upon the following terms:

1. This assignment is made under the terms of the Rosati's Pizza Enterprises Franchise Agreement as of the Effective Date authorizing Franchisee to do business as Rosati's Pizza Enterprises” (the “Franchise Agreement”), which in part pertains to the telephone listing and numbers the Franchisee uses in the operation of the Franchised Business covered by the Franchise Agreement.

2. Franchisee retains the limited right to use the telephone listing and numbers only for transactions and advertising under the Franchise Agreement while the Franchise Agreement between Franchisor and Franchisee remains in full force, but upon termination or expiration of the Franchise Agreement, Franchisee’s limited right to use of the telephone listing and numbers also terminates. In this event, Franchisee agrees to immediately discontinue use of all listings and numbers. At Franchisor request, Franchisee will immediately sign all documents, pay all monies, and take all other action necessary to transfer the listings and numbers to Franchisor.

3. Franchisee shall provide Franchisor with all numbers on the rotary series and all numbers the Franchisee uses in the Franchised Business in the future within 5 business days of creation of that number.

4. Franchisee shall pay all amounts owed for the use of the telephone numbers and affiliated listings Franchisee incurs. On termination or expiration of the Franchise Agreement, Franchisee shall immediately pay all amounts owed for the listings and telephone numbers, whether or not due, including all sums owed under existing contracts for telephone directory or online advertising.

5. Franchisee appoints Franchisor as Franchisee’s Attorney-In-Fact to act in Franchisee’s place for the purpose of assigning any telephone number covered by Paragraph 3 above to Franchisor or Franchisor’s designees or Transferees. Franchisee grants Franchisor full authority to act in any manner proper or necessary to the exercise of these powers, including full power of substitution and signing or completion of all documents required or requested by any telephone company to transfer the numbers, and ratifies every act that Franchisor lawfully performs in exercising those powers.

This Power of Attorney is effective for five (5) years from the date of expiration, cancellation or termination of Franchisee’s rights under the Franchise Agreement for any reason. Franchisee intends that this power of attorney be coupled with an interest. Franchisee declares this power of attorney to be irrevocable and renounces all right to revoke it or to appoint another person to perform the acts referred to in this instrument. This power of attorney is not affected by Franchisee’s later incapacity. This power is created to secure performance of a duty to Franchisor and is for consideration.

THE PARTIES have caused this Agreement to be duly signed, in both their individual and representative capacities as evidenced by their signatures on the Summary Page of this Franchise Agreement.

**EXHIBIT 10 TO THE ONGOING FRANCHISE AGREEMENT  
CREDIT AND SECURITY AGREEMENT**

THIS CREDIT AND SECURITY AGREEMENT is entered into on the Effective Date, between Franchisor (“Rosati’s”) and Franchisee and it’s Guarantors listed on the Summary Pages (“Franchisee”). In consideration of the Rosati’s franchise granted to Franchisee by Rosati’s pursuant to that certain Rosati’s Franchise Agreement dated as of the Effective Date (the “Franchise Agreement”) and/or the extension of credit by Rosati’s to Franchisee, and other good and valuable consideration, Rosati’s, Franchisee and Franchisee’s Guarantors listed on the Summary Pages, (hereafter “the Parties”) agree as follows:

**1. DEFINITIONS.** In this Agreement:

**A. The term “Obligations”** refers to the following obligations that are secured by this Agreement:

(1) all amounts owed by Franchisee to Rosati’s and its affiliates from time to time under the Franchise Agreement or any other agreement between Franchisee and Rosati’s or any of its affiliates;

(2) all amounts owed by Franchisee to Rosati’s from time to time arising from the purchase of products and services by Franchisee from Rosati’s;

(3) all costs incurred by Rosati’s to obtain, preserve, perfect, and enforce this Agreement and the security interest granted herein, to collect the Obligations, and to maintain, preserve, collect, and secure the Collateral (as defined below), including, but not limited to, repairs, replacements, taxes, assessments, insurance premiums, repairs, reasonable attorneys’ fees and legal expenses, rent, storage costs, and expenses of sale;

(4) all other debts, obligations, liabilities, and agreements of Franchisee to Rosati’s now or hereafter arising, absolute or contingent, joint or several, secured or unsecured, due or not due, contractual or tortious, liquidated or unliquidated, arising by operation of law or otherwise, direct or indirect; and

(5) interest on the above amounts as agreed upon among the parties or, if not otherwise agreed, at a per annum rate of interest equal to the lesser of (i) two percentage (2%) points above the Prime Rate or (ii) the maximum rate of interest allowed under applicable law.

**B. The term “Collateral”** refers to the following property of Franchisee:

(1) all items sold by Rosati’s or an affiliate to Franchisee;

(2) all other assets and collateral, including inventory, equipment, goods, fixtures, of Franchisee whenever acquired, wherever located, and whether now or hereafter existing which is acquired by Franchisee pursuant to or in connection with the business conducted under the Franchise Agreement;

(3) all accessions, attachments, and other additions to, substitutes for, replacements for, and improvements to the foregoing;

(4) all documents, contract rights, instruments, accounts, general intangibles, and chattel paper, and all additions, replacements, substitutions and accessions thereto and proceeds realized therefrom, now owned or hereinafter acquired, with respect to the sale, lease or consignment of any of the foregoing;

(5) all policies of insurance covering the foregoing; and

(6) all proceeds of any of the foregoing.

C. The term “**Prime Rate**” refers to the per annum rate of interest equal to the base rate of interest announced from time to time by JPMorgan Chase Bank, as its prime rate of interest, which rate of interest may not be its lowest base rate of interest.

D. All other capitalized terms used herein but not defined above shall have the same meaning as in the Franchise Agreement.

## **2. SECURITY INTEREST.**

Subject to the terms of this Agreement, Franchisee and its Guarantors assigns and grants to Rosati's a security interest and lien on the Collateral to secure the payment and the performance of the Obligations. Rosati's will have the right to file a UCC-1 form on all items of security, as well as, filing a construction or mechanic's lien, whichever is applicable in the jurisdiction, on the Collateral until such time that Rosati's have been paid in full for the Collateral.

## **3. INVENTORY LOCATION.**

A. Franchisee represents and warrants to Franchisor that:

(1) Franchisee's principal place(s) of business is the location listed on the Summary Page of this Franchise Agreement.

(2) The Collateral will be kept at Franchisee's principal place(s) of business or the Franchised Business or ship to address for the project being designed and ordered for.

(3) The office where Franchisee keeps the records concerning accounts and contract rights is in is the location listed on the Summary Page of this Franchise Agreement.

B. Franchisee will promptly notify Rosati's of any addition to, change in or discontinuance of any address of Franchisee, place or places where Collateral is kept, Franchisee's principal place of business or location of the office where records concerning accounts and contract rights are kept.

## **4. RECORDS AND INSPECTIONS.**

Franchisee at all times will maintain reasonable, current and accurate books and records covering the Collateral. From time to time upon the request of Rosati's, Franchisee shall deliver detailed descriptions and lists of the items included in the Collateral, as well as such other reports and information deemed by Rosati's to be necessary or appropriate to enable Rosati's to determine the value and location of the Collateral. Rosati's and its agents and representatives may inspect the Collateral and Franchisee's records with respect to the Collateral during normal business hours.

## **5. TITLE.**

At the time Franchisee grants to Rosati's a security interest in any Collateral, Franchisee shall be the absolute owner thereof and shall have the right to grant such security interest. Franchisee shall defend the Collateral against all claims and demands of all persons at any time claiming any interest in any of the Collateral that is adverse to Rosati's. Franchisee shall keep the Collateral free from all liens, claims, and security interests, except as to any applicable personal property taxes not yet due and the security interest created hereby.

## **6. FINANCING STATEMENTS.**

**A.** Franchisee and its Guarantors warrants that no financing statement covering the Collateral is or will be on file in any public office, except the financing statements relating to the security interest granted to Rosati's herein.

**B.** Franchisee and its Guarantors shall sign all financing statements and any other papers furnished by Rosati's that are necessary in the judgment of Franchisor to obtain, maintain, and perfect the security interest granted herein and to enable Rosati's to comply with any federal or state law in order to obtain or perfect Rosati's' interest in the Collateral or to obtain the proceeds of any Collateral.

## **7. TAXES AND INSURANCE.**

**A.** Franchisee will pay when due all taxes and assessments on or with respect to the Collateral for its use, operation, and maintenance.

**B.** Franchisee shall insure the Collateral with companies acceptable to Rosati's against such casualties and in such amounts as Rosati's shall require. All insurance policies shall be written for the benefit of Franchisee, and Rosati's as their interests may appear or in other form satisfactory to Rosati's, and such policies or certificates evidencing the same shall be furnished to Rosati's. All policies of insurance shall provide for written notice to Rosati's at least thirty (30) days prior to cancellation. Risk of loss or damage is Franchisee's to the extent of any deficiency in any effective insurance coverage. Rosati's is appointed Franchisee's attorney-in-fact to collect any returned or unearned premiums or the proceeds of such insurance and to endorse any draft or check payable to Franchisee therefor, and Rosati's may apply such sums to the Obligations secured herein in such order and in such manner as Rosati's in its sole discretion shall decide.

## **8. PROTECTION OF COLLATERAL.**

**A.** Franchisee will keep the Collateral in good order and repair and will not waste or destroy Collateral or any part or proceeds thereof.

**B.** Franchisee and its Guarantors appoints Rosati's as Franchisee's attorney-in-fact with full power in Franchisee's name and on Franchisee's behalf to do every act that Franchisee and its Guarantors is obligated or allowed to do hereunder, and to exercise all rights of Franchisee with regard to the Collateral and to make collections and to execute any and all papers and instruments and to do all other things necessary to preserve and protect the Collateral and to protect Rosati's' security interest in the Collateral; provided, however, that nothing in this Section 8.B. shall be construed to obligate Rosati's to take any action hereunder. In their sole discretion, Rosati's may undertake to perform any covenants, warranties or actions required of Franchisee hereunder, to make payments required of Franchisee hereunder or to pay for the repair, maintenance, and preservation of the Collateral. All sums and costs so expended, including, but not limited to, attorneys' fees, court costs, agent's fees, and commissions, shall bear interest from the date of expenditure until paid at the maximum rate of interest allowed by applicable law. All amounts due under this Section 8.B. are secured by this Agreement and shall be payable to Rosati's at its address indicated in the Franchise Agreement.

## **9. PAYMENT.**

**A.** Franchisee shall make all payments required under the Note or any other agreement with Rosati's and their affiliates in the manner and within the time period provided in the Note and such other agreements.

**B.** If Rosati's in its sole discretion makes any payments pursuant to Section 1(B)(4) or Section 8 hereof or makes any payments on behalf of Franchisee to suppliers or any other parties, Franchisee agrees to pay to the order of Rosati's the amount so expended within five (5) business days after Rosati's gives notice of such expenditure to Franchisee.

C. Upon default hereunder or expiration or sooner termination of the Franchise Agreement, Franchisee agrees to pay to the order of Rosati's all amounts outstanding under the Obligations immediately upon the giving of notice by Rosati's to Franchisee.

## **10. DEFAULT.**

The following are events of default hereunder:

- A. default in the timely payment of the Obligations or any part thereof; or
- B. default in the timely performance or observance of the terms and conditions of this Agreement, the Franchise Agreement or of any other agreement between Franchisee and Rosati's or their affiliates; or
- C. the occurrence of any event or condition that results in the termination of or constitutes grounds for the termination of, the Franchise Agreement or would so result if not prevented by applicable law: or
- D. any warranty, representation or statement made or furnished to Rosati's herein, heretofore or hereafter proves to have been false in any material respect when made or furnished; or
- E. loss, theft, destruction or encumbrance of any of the Collateral in violation hereof; or
- F. sale or transfer of any of the Collateral, except for the sale of inventory in the ordinary course of Franchisee's business; or
- G. belief by Rosati's that the prospect of payment of the Obligations or performance of this Agreement or of any of the Obligations is impaired; or
- H. death, incapacity, dissolution, merger, consolidation, termination of existence, insolvency or business failure of Franchisee or of any other person or entity liable on any of the Obligations; or
- I. commencement of proceedings for the appointment of a receiver for any property of Franchisee; or
- J. commencement of any proceeding under any bankruptcy or insolvency law by or against Franchisee (or any corporate action shall be taken to effect same) or any partnership of which Franchisee is a partner or by or against any person or entity liable upon the Obligations or any part thereof or liable upon Collateral; or
- K. levy on, seizure or attachment of any property of Franchisee; or
- L. a judgment against Franchisee becomes final and remains unpaid for thirty (30) days.

## **11. REMEDIES.**

A. When an event of default occurs, and at any time thereafter, Rosati's without notice or demand, may exercise any one or more of the following remedies:

- (1) declare one or more of the Obligations, in whole or in part, immediately due and may enforce payment of the same;
- (2) exercise all rights and remedies provided by this Agreement, by the Franchise Agreement, by Rosati's' state Business and Commerce Code or by the Uniform Commercial Code or

other law or regulation regulating secured transactions of any other applicable jurisdiction;  
and

(3) require Franchisee to assemble the Collateral and make it available at a place to be designated by Rosati's that is reasonably convenient to Franchisee.

**B.** Unless the Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, reasonable notification of the time and place of any public sale or reasonable notification of the time after which any private sale or other intended disposition is to be made shall be given by Rosati's to Franchisee. It is agreed that notice sent or given not less than five (5) calendar days prior to the taking of the action to which the notice relates or such longer period of time as is required by applicable law, is reasonable notification and notice for the purposes of this Section 11.B.

**C.** Expenses or retaking, holding, preparing for sale or lease, selling, leasing, and the like shall include Rosati's' reasonable attorneys' fees and legal expenses.

**D.** Rosati's may surrender any insurance policies upon any of the Collateral and receive the unearned premium thereon. Franchisee shall be entitled to any surplus, after all monies owed to Franchisor have been paid, and shall be liable to Rosati's for any deficiency. The proceeds of any disposition after default available to satisfy the Obligations shall be applied to the Obligations in such order and in such manner as Rosati's in their joint discretion shall decide.

## **12. MISCELLANEOUS.**

**A.** Rosati's shall have the right at any time to execute and file this Agreement as a financing statement, but the failure to do so shall not impair the validity or enforceability of this Agreement.

**B.** The parties hereto do not intend to contract for, charge or receive any interest or other charge that is usurious, and by execution of this Agreement Franchisee acknowledges that Rosati's have no such intent. In no event whatsoever, whether by reason of acceleration of maturity or otherwise, shall the amount paid or agreed to be paid to Rosati's for the use, forbearance or detention of the money to be due hereunder or otherwise or for the payment or performance of any covenant or obligation contained herein or in any other document evidencing, securing or pertaining to any of the Obligations (all such other documents being hereinafter called the "Loan Documents"), exceed the maximum interest rate allowed by the laws of any applicable jurisdiction (hereinafter called the "Maximum Rate"). If, from any circumstance whatsoever, fulfillment of any provisions hereof or of the Loan Documents, at the time performance of such provisions shall be due, shall result in the interest to be paid exceeding the Maximum Rate, then such provisions shall be modified so that the rate of interest shall be reduced to the Maximum Rate, and if from any such circumstance Rosati's ever shall receive as interest or otherwise an amount that would cause the Maximum Rate to be exceeded, the portion of such amount that would be excessive interest shall be applied to the reduction of the principal amount owing hereunder or on account of any other principal indebtedness of Franchisee to Rosati's and not to the payment of interest or if such excessive interest exceeds the unpaid balance of principal hereof and such other indebtedness, such excess shall be refunded to Franchisee. All sums paid and agreed to be paid to Rosati's for the use, forbearance or detention of the indebtedness of Franchisee shall, to the extent permitted by applicable law, be amortized, prorated, allocated, and spread throughout the whole term of such indebtedness so that the actual rate of interest on account of such indebtedness is uniform throughout the term thereof. The terms and provisions of this paragraph shall control and supersede any other provision of this Agreement or the Loan Documents.

**C.** All rights and remedies of Rosati's hereunder are cumulative of each other and of every other right or remedy that Rosati's otherwise may have at law or in equity or under any other contract or document for the enforcement of the security interest granted herein or the collection of the Obligations, and the exercise of one or more rights or remedies shall not prejudice or impair the concurrent or subsequent exercise of other rights or remedies.

**D.** Should any part of the Obligations be payable in installments, the acceptance by Rosati's at any time and from time to time of part payment of the aggregate amount of all installments then matured shall not be deemed to be a waiver of the default then existing. No waiver by Rosati's of any default shall be deemed to be a waiver of any other subsequent default, nor shall any such waiver by Rosati's be deemed to be a continuing waiver. No delay or omission by Rosati's in exercising any right or power hereunder or under any other documents executed by Franchisee as security for or in connection with the Obligations, shall impair any such right or power or be construed as a waiver thereof or any acquiescence therein, nor shall any single or partial exercise of any such right or power preclude other or further exercise thereof or the exercise of any other right or power of Rosati's hereunder or under such other document.

**E.** Except as otherwise provided herein, Franchisee waives notice of the creation, advance, increase, existence, extension or renewal of or of any indulgence with respect to, the Obligations; waives presentment, demand, notice of dishonor, and protest; waives notice of the amount of the Obligations outstanding at any time, notice of any change in financial condition of any person liable for the Obligations or any part thereof, notice of any event of default, notice of intent to accelerate and of acceleration, and all other notices with respect to the Obligations; and agrees that maturity of the Obligations and any part thereof may be accelerated, extended or renewed one or more times by Rosati's in its discretion, without notice to Franchisee.

**F.** No renewal or extension of or any other indulgence with respect to the Obligations or any part thereof, no release of any security, no release of any person (including any maker, endorser, guarantor or surety) liable on the Obligations, no delay in enforcement of payment, and no delay or omission or lack of diligence or care in exercising any right or power with respect to the Obligations or any security therefore or guaranty thereof or under this Agreement shall in any manner impair or affect the rights of Rosati's under the law, hereunder or under any other agreement pertaining to the Collateral. Rosati's need not file suit or assert a claim for personal judgment against any person for any part of the Obligations or seek to realize upon any other security for the Obligations before foreclosing upon the Collateral for the purpose of paying the Obligations. Franchisee waives any right to the benefit of or to require or control application of any other security or proceeds thereof, and agrees that Rosati's shall have no duty or obligation to Franchisee to apply to the Obligations any such other security or proceeds thereof.

**G.** This Agreement shall be binding on Franchisee and Franchisee's heirs, executors, administrators, other legal representatives, successors, and assigns and shall inure to the benefit of Rosati's their successors and assigns. If there be more than one operating principal of Franchisee, their obligations and agreements hereunder are joint and several and shall be binding upon their respective heirs, executors, administrators, other legal representatives, successors, and assigns, and delivery or other accounting of Collateral to any one or more of them shall discharge Rosati's of all liability therefore.

**H.** This Agreement shall not become effective until the Franchise Agreement is approved in writing by a corporate officer of Rosati's, whereupon this Agreement shall be effective as of the day and year first above written.

**I.** All demands and notices required or permitted hereunder shall be given in the same manner as provided in the Franchise Agreement.

**J.** If any provision of this Agreement is held to be illegal, invalid or unenforceable under any present or future law, such provision shall be fully severable, and this Credit and Security Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof and the remaining provisions of this Credit and Security Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or its severance from this Credit and Security Agreement. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as a part of this Credit and Security Agreement a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid or enforceable.

**K. IN THE EVENT OF A DEFAULT HEREUNDER, IN ADDITION TO ALL OTHER REMEDIES AVAILABLE TO ROSATI'S, EACH SHALL HAVE THE RIGHT TO ENTER UPON THE PREMISES WHERE THE COLLATERAL THAT IS INVENTORY IS LOCATED, TAKE POSSESSION OF SUCH COLLATERAL, AND REMOVE THE SAME WITH OR WITHOUT JUDICIAL PROCESS (IF SUCH TAKING WITHOUT JUDICIAL PROCESS CAN BE DONE REASONABLY AND WITHOUT BREACH OF THE PEACE), AND FRANCHISEE DOES HEREBY EXPRESSLY WAIVE ANY RIGHT TO ANY NOTICE, LEGAL PROCESS or JUDICIAL HEARING PRIOR TO SUCH TAKING OR POSSESSION BY ROSATI'S. FRANCHISEE UNDERSTANDS THAT THE RIGHT TO PRIOR NOTICE AND HEARING IS A VALUABLE RIGHT AND AGREES TO THE WAIVER THEREOF AS A PART OF THE CONSIDERATION FOR AND AS AN INDUCEMENT TO ROSATI'S TO EXTEND CREDIT NOW AND HEREAFTER TO FRANCHISEE. FRANCHISEE ACKNOWLEDGES RECEIPT OF A SIGNED COPY OF THIS AGREEMENT.**

**IN WITNESS WHEREOF,** the Parties hereto, intending to be legally bound hereby have duly executed and delivered this Agreement on the Effective Date by their signatures on the Summary Page(s).

**EXHIBIT 11 TO THE ONGOING FRANCHISE AGREEMENT  
TERRITORY**

This Agreement is made by and between the person or entity whose name appears or the persons whose names appear, on the Signature Page of this Agreement

Designated Location (If applicable)

Franchisee has suggested, and Franchisor has approved the following location for the location of the Franchised Business:

Franchisee Approved Location Address shown on the Cover and Summary Page.

Provided that Franchisee is in compliance with the Ongoing Franchise Agreement including but not limited to, the Minimum Requirements, and stays current on all Royalties and Other Fees due Franchisor, Franchisee shall have the Territory that will be delineated by a geographic area sized by a 4 mile drive, utilizing the distance from front door, to front door of another Franchisee, by roads in existence at the time of the execution of the Franchise Agreement, based upon the type of area your location is located in.

The maximum size and type of protection for the Territory is:

- Up to a 2-mile Territory for an Urban Franchise, with specifics stated above
- Up to a 5-mile Territory for a Non-Urban Franchise, with specifics stated above

It is computed front door to front door. The Protected Area does not prohibit or affect any locations existing before the date of the Franchise Agreement, or any non-traditional locations. ("Territory")

**IN WITNESS WHEREOF**, this Territory Exhibit, attached to the Franchise Agreement, is made effective as of the Effective Date on the Summary Page.

**EXHIBIT 12 TO THE ONGOING FRANCHISE AGREEMENT  
LEASE ADDENDUM**

The Franchisee, by their signature on the Summary Page attached to this Franchise Agreement, agrees, if they are leasing space for the franchised business, to either:

- 1) have the Landlord sign and execute the following Lease Addendum; or
  
- 2) have all of the clauses and terms contained in the following Lease Addendum incorporated into the body of the Lease they execute with Landlord.

**LEASE ADDENDUM REQUIRED BY THE  
ROSATI'S FRANCHISE AGREEMENT**

This Franchise Lease Addendum ("Rider"), dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, is entered into between \_\_\_\_\_ ("Landlord") and \_\_\_\_\_ ("Tenant").

**RECITALS**

WHEREAS, Landlord and Tenant have entered into a Lease dated \_\_\_\_\_, 20\_\_\_\_ (the "Lease"), relating to the premises located at \_\_\_\_\_ (the "Premises").

WHEREAS, Landlord acknowledges that Tenant intends to operate a Rosati's Franchised Business ("Business") from the Premises pursuant to Tenant's Franchise Agreement with Rosati's Pizza Enterprises, a Texas Corporation ("Franchisor") dated \_\_\_\_\_ (the "Franchise Agreement"), which provides for, among other things, the operation by Tenant of a Rosati's Franchised Business under Franchisor's criteria and guidelines utilizing the Rosati's name and Trademarks as Franchisor may designate in the operation of the Store at the Premises, and which may be modified from time to time.

WHEREAS, Tenant has agreed to grant Franchisor certain rights under the Franchise Agreement, including the terms contained in this Franchise Lease Rider for the purpose of, among other things, protecting the locational goodwill associated with the Premises, and Landlord is willing to agree to the terms contained in this Franchise Lease Rider so that Franchisor consents to Franchisee entering into the Lease.

WHEREAS, Landlord further acknowledges that Franchisor has approved Tenant's request to locate its Business on the Premises that is the subject of the Lease, provided that the conditions and agreements set forth in this Rider are made a part of the Lease.

**AGREEMENT**

**NOW, THEREFORE**, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to amend the Lease as follows:

1. Copy of Executed Lease. Landlord shall provide an electronic copy of the fully-executed Lease within ten (10) days of execution to Franchisor via email to [arosati@therosatigroup.com](mailto:arosati@therosatigroup.com), [andrewrosati@therosatigroup.com](mailto:andrewrosati@therosatigroup.com), and [dschmitt@therosatigroup.com](mailto:dschmitt@therosatigroup.com) and to [processing@sla.law](mailto:processing@sla.law) .
2. Permitted Use. The Premises will be used solely for the operation of a retail business specializing in the services offered or sold from Franchisor, its designated entity, Franchisor's affiliates or Franchisor's other Rosati's Businesses (a "Franchisor Entity"). The business operated by Tenant from the Premises will be identified solely by the service mark Rosati's®. Landlord will not permit Tenant to change the service mark or trade name it uses at the Premises without the prior written approval of Franchisor.
3. Exclusivity. During the Term of this Lease and any extension thereof, Landlord agrees that (i) Tenant shall have the exclusive right in the shopping center or Business complex to operate a Rosati's pizza business that may include offering dine-in, carryout and/or delivery, and (ii) pizza, Italian cuisine, sandwiches, appetizers, non-alcoholic beverages and related menu items and related products, accessories and services hereunder shall be considered a protected use for Tenant. Exclusive Use for the purposes of this Section means that greater than 10% of the gross sales of the business are derived from sales of items listed in this Section. This provision shall be enforced throughout the term of the Lease, and any renewals and extensions. If the provisions of this Section, including the protected use provision, are violated, then in addition to any other remedy Tenant may have at law or in equity, Tenant shall have the right to (a) terminate the Lease upon thirty (30) days' notice or (b) immediately reduce its Base Rent under the Lease to One Dollar (\$1.00) per month until such time as Landlord's breach is cured or for the remainder of the Term, and any renewals, if such breach cannot be cured.

4. Remodeling and Décor.

- (a) Use of Marks. Landlord consents to Tenant's use and installation of the trademarks, service marks, signs, décor items, color schemes, and related components of the Franchisor's system as Franchisor may from time to time prescribe for the Franchised Business, subject to all applicable laws and regulations.
- (b) Landlord agrees that Tenant has the right to remodel, equip, paint, and decorate the interior of the Premises and to display such Trademarks and signs on the interior and exterior of the Premises as Tenant is required to do pursuant to the Franchise Agreement and any successor Franchise Agreement under which Tenant may operate a Business on the Premises. Any remodel of the building and/or its signage shall not be subject to Landlord's prior approval, nor any liability to Landlord for such remodels, but will be subject to subject to all applicable laws and regulations.
- (c) Tenant may, without Landlord's consent, install signage on the exterior of the Premises with Franchisor's standard lettering, logo and colors; provided, however, such signage must comply with all applicable laws and regulations, and the objective criteria, but not any subjective criteria, set forth in Landlord's sign criteria, sign program or sign plan, if any, for the project within which the Premises are located.

5. Franchisor's Option to Assume Lease. Landlord and Tenant grant to Franchisor the right, exercisable at the option of Franchisor Entity, to take assignment of and assume all rights, title and interest of Tenant in and to the Lease and the Premises: (a) on the termination or expiration of the Franchise Agreement between Tenant and Franchisor; (b) on the commencement of eviction or termination proceedings by the Landlord against Tenant; (c) on cessation of the use of the Premises by Tenant for its Permitted Use; or (d) the abandonment, non-renewal or closing by Tenant of the Franchised Business on the Premises, provided the following occur:

- (a) Landlord must provide Franchisor with written notice of its intent to exercise termination, the expiration of lease, an abandonment of the leased Premises or a closing of the business.
- (b) Franchisor must give written notice to Landlord of its intent to exercise its option within twenty (20) days from the date Franchisor receives such notice. Franchisor shall have an additional thirty (30) days from the expiration of Tenant's cure period in which to cure the default or violation (or a reasonable period of time to cure a non-monetary default not capable of being cured within such thirty (30)-day period).
- (c) If Franchisor Entity timely exercises its option, the Lease and all rights, title and interest of Tenant under the Lease and to the Premises, will automatically be assigned to and assumed by Franchisor Entity.
- (d) If Franchisor does not give notice exercising its assignment option within the twenty (20) day period, Franchisor will be deemed to have forfeited its rights under this Section.
- (e) Upon Franchisor's written request, Landlord and/or Tenant agree to execute documents in a form acceptable to Landlord in its reasonable discretion confirming this assignment and assumption of the Lease.
- (f) If Franchisor takes assignment of the Lease pursuant to this Paragraph, Franchisor shall not be deemed to have assumed any obligations of Tenant under the Lease existing as of the date of assignment and assumption.
- (g) If Franchisor elects to assume the Lease, Franchisor shall not be required to begin paying rent until Landlord delivers possession of the Premises to the Franchisor. At any time until the Landlord delivers possession of the Premises, Franchisor shall have the right to rescind the election to assume by written notice to the Landlord.
- (h) Other than the Franchisor Entity's rights above, Tenant does not have the right to sublease or assign the Lease to any third-party without Landlord's and Franchisor's written approval. Landlord will not consent to an assignment or subletting by Tenant (other than in accordance with this Section without first verifying that Franchisor has given its written consent to Tenant's proposed assignment or subletting).

6. Termination of Franchise Agreement: Expiration or Non-Renewal.

- (a) If Tenant is in default under the Franchise Agreement, or if the Franchise Agreement is terminated, Franchisor may, at its option, send written notice to Landlord and Tenant, via electronic and mail options, stating that Franchisor elects for the Tenant's interest under the Lease to be assigned to

Franchisor Entity. If Tenant fails to vacate the Premises and surrender possession thereof to the Franchisor Entity within 3 days after receipt of written notice of Franchisee's default, Tenant shall be deemed to be in default of the Lease. Following Landlord's delivery of a written notice of default, an assignment of the Lease shall be effected pursuant to Section 7 below.

- (b) Tenant hereby irrevocably authorizes Landlord to rely on any written notice of default it receives from Franchisor or its counsel, and Landlord may disregard any notices or demands it receives from Tenant once Landlord has received said written notice of default. Landlord shall 1) immediately grant Franchisor unfettered access to the leased premises, and 2) change the locks and provide only the Franchisor a key, so the Franchisor may continue conducting business, without harm to Rosati's goodwill, until such time as either the Tenant cures the default and resumes the franchised business, with Franchisor's written approval or until Franchisor and Landlord fulfill all obligations under Section 5 above.

7. Notices to Franchisor. Landlord shall send Franchisor copies of any and all default notices under its Lease with Tenant at the same time it provides Tenant with such notice. All notices to Franchisor required by this Rider must be in writing and sent via email and by registered or certified mail, postage prepared or may be sent by Federal Express or other overnight carrier which obtains a signature upon delivery, to the following addresses:

Rosati's Pizza Enterprises  
Attn: Franchise Operations  
1320 Arrow Point Drive, Ste 50190  
Cedar Park, TX 78613  
Email: [arosati@therosatigroup.com](mailto:arosati@therosatigroup.com), [andrewrosati@therosatigroup.com](mailto:andrewrosati@therosatigroup.com), and [dschmitt@therosatigroup.com](mailto:dschmitt@therosatigroup.com)

*with copy to:*

Rosati's Pizza Enterprises  
c/o Shelton Law & Associates Law Firm  
3235 Sunrise Blvd., Ste 1  
Rancho Cordova, CA 95742  
Email: [processing@sla.law](mailto:processing@sla.law)

Franchisor may change its address for receiving notices by giving Landlord written notice of the new information. Landlord agrees that it will notify both Tenant and Franchisor of any change in Landlord's mailing address to which notices should be sent.

8. 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 immediate possession of the Premises, including changing the locks and providing Franchisor with immediate access to such new lock and keys, and, if the Franchisor does not elect to assume the Lease for the Premises consistent with Section 5 above, 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 and all other items identifying the premises as a Rosati's Business and to make such other modifications (such as repainting) as are reasonably necessary to protect the Trademarks and system, and to distinguish the Premises from other Rosati's locations.

Neither Franchisor nor Landlord shall be responsible to Tenant for any damages Tenant might sustain as a result of action Franchisor takes in accordance with this provision. Tenant remains liable to reimburse Franchisor for the costs of de-identification, as described in the Franchise Agreement. Franchisor shall repair or reimburse Landlord for the cost of any damage that result from Franchisor's removal of trade dress items and other property from the Premises.

In the event Franchisor exercises its option to purchase assets of Tenant or to claim assets under the Security Agreement signed concurrently with the Franchisee's Franchise Agreement with Franchisor, Landlord will permit Franchisor to remove all such assets by Franchisor.

9. Access to Premises During Lease. As provided in the Franchise Agreement, Franchisor shall have the right to access the Premises during continuance of the Lease to ensure compliance by Tenant with its obligations under the Franchise Agreement. Franchisor shall have the right, without being guilty of trespass or any other crime or tort, but has no obligation, to enter the Premises at any time (i) to make any modification or alteration it considers necessary to protect the Franchisor's system and proprietary marks, or (ii) to cure any default under the Franchise Agreement or the Lease.
10. Assumption and Subsequent Assignment by Franchisor. If Franchisor Entity elects to assume the Lease under Sections 5 or 6, Landlord and Tenant agree that:
- (a) Tenant will remain liable for the responsibilities and obligations, including amounts owed to Landlord, prior to the date of assignment and assumption. Further, Tenant shall be and remain liable to Landlord for all of its obligations under the Lease, notwithstanding any assignment or assumption of the Lease by Franchisor. Franchisor Entity shall be entitled to recover from Tenant all amounts it pays to Landlord to cure Tenant's defaults under the Lease, including interest and reasonable collection costs.
  - (b) At or after the time Franchisor Entity assumes Tenant's interests under the Lease, the Franchisor Entity may assign such interests or sublet the Premises to a Rosati's Franchisee, without a transfer or assignment fee. Any such assignment shall not be subject to the prior written consent of the Landlord, as it relates to a creditworthy Franchisee who otherwise meets Franchisor's then-current standards and requirements for the Franchisees and agrees to operate the Business as a Rosati's Franchised Business 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 Entity shall thereupon be released from all obligations and liability as tenant under the Lease from and after the date of assignment, without any need of a written acknowledgement of such release by Landlord.
  - (c) Automatic Termination of Personal Guarantee. After the conclusion of the first two (2) years of the initial term of this lease, any Personal Guaranty provided to Landlord on behalf of Tenant, Franchisee or Franchisor shall be terminated, provided there have been no events of default by Tenant under the lease.
11. Landlord Acknowledgements.
- (a) Landlord hereby acknowledges that the provisions of this Lease Rider are required pursuant to the Franchise Agreement under which Tenant plans to operate its Rosati's Business and the Tenant would not lease the Premises without this Rider.
  - (b) Landlord further acknowledges that Tenant is not an agent or employee of Franchisor and that Tenant has no authority or power to act for or to create any liability on behalf of or to in any way bind Franchisor Entity, and that Landlord has entered into this Lease Rider with full understanding that it creates no duties, obligations or liability of or against Franchisor Entity, unless and until the Lease is assigned to, and accepted in writing by, Franchisor.
  - (c) Landlord will not amend, extend or renew the Lease without first obtaining written consent from Franchisor of the terms of said Amendment.
  - (d) If requested by Franchisor, Landlord will provide Franchisor with whatever information Landlord has regarding Tenant's gross sales from the Business.
12. Lien Subordination. If Landlord has a security interest or lien on Tenant's furniture, fixtures, equipment, and inventory ("Collateral") pursuant to either a statute, common law or the terms of this Lease, such security interest or lien shall be subject and subordinate to Franchisor's security interest in the Collateral pursuant to the terms of the Franchise Agreement, regardless of whether Franchisor's security interest has been perfected. Upon request, Landlord shall execute a waiver of Landlord's lien in a form reasonably acceptable to Landlord.
13. Reverse Radius Rider. Franchisee agrees neither Franchisee nor any of its owner(s)' affiliated or related entity(ies) or any individual owner of Franchisee or any individual owners' family member of Franchisee or individual owner of any affiliated or related entity or their owners' family members' affiliated or related entity (ies) will operate any other business similar or related to the Franchisee's Permitted Use or Exclusivity, as

stated within Section 2 and Section 3 (“Competing Business”) within five (5) miles of the Leased Location (“Protected Area”). In the event of a breach of this Reverse Radius clause by Franchisee, then Landlord shall be entitled to exercise all rights and remedies available to Landlord as a Default under the terms of the Lease and the Ongoing Franchise Agreement, without an opportunity to cure, as well as receive from Franchisee percentage rent on the gross sales of any and all such Competing Businesses at the rate of three percent (3%) of such Competing Business’ gross sales.

14. Conflicts. In the event of a conflict between the terms of the Lease and the terms set forth in this Rider, the terms set forth in this Rider shall govern. In the event of a conflict between notices proved to Landlord by Tenant and Franchisor, the notices of Franchisor shall prevail. Landlord and Tenant acknowledge and agree that Franchisor shall have an independent right to enforce the terms of this Rider against Landlord and Tenant, despite the fact that Franchisor is not a party to the Lease.
15. Miscellaneous. Any waiver excusing or reducing any obligation imposed by this Rider shall be in writing and executed by the party who is charged with making the waiver and shall be effective only to the extent specifically allowed in such writing. The language used in this Rider shall in all cases be construed simply according to its fair meaning and not strictly for or against any party. Nothing in this Rider is intended, nor shall it be deemed, to confer any rights or remedies upon any person or entity not a party hereto. This Rider shall be binding upon, and shall inure to the benefit of, the successors, assigns, heirs, and personal representatives of the parties hereto. This Rider sets forth the entire agreement with regard to the rights of Franchisor, fully superseding any and all prior agreements or understandings between the parties pertaining to the subject matter of this Rider. This Rider may only be amended by written agreement duly executed by each party.
16. Counterparts. This Franchise Lease Rider may be executed in multiple counterparts, or as an electronic transmission, by the parties and all such counterparts when taken together shall be deemed one original.
17. Governing Law. This Rider shall be governed by the laws of the State in which the Premises are located. If any provision of this Rider shall be held by any court of competent jurisdiction to be illegal, void or unenforceable, such decision shall have no effect upon and shall not impair the enforceability of any other provision of this Rider. Any provision found to be illegal, void or unenforceable shall be modified to the extent that it can to embody the desire, and intent of the Parties by a court of competent jurisdiction. Franchisors’ intent, or the outcome that is for the goodwill of the franchise system as a whole, shall be held as the correct and prevailing intent.

Signatures follow on the next page

**IN WITNESS WHEREOF**, this Franchise Lease Rider is made and entered into by the undersigned parties as of \_\_\_\_\_, \_\_\_\_\_.

**LANDLORD:**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Its: \_\_\_\_\_

**FRANCHISEE:** \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Its: \_\_\_\_\_

**FRANCHISOR: ROSATI'S PIZZA  
ENTERPRISES, INC.**

By: \_\_\_\_\_

Print Name: Darren Schmitt

Its: Director and Treasurer

**EXHIBIT 13 TO THE ONGOING FRANCHISE AGREEMENT  
HOMELAND SECURITY AGREEMENT**

THIS HOMELAND SECURITY AGREEMENT is entered into on the Effective Date, between Franchisor and Franchisee. In consideration of the Rosati's franchise granted to Franchisee by Franchisor pursuant to that certain Rosati's Franchise Agreement dated as of the Effective Date (the "Franchise Agreement") and/or the extension of license by Rosati's to Franchisee, of its Trademarks and Servicemarks as evidenced in Exhibit 6 of the Franchise Agreement, and other good and valuable consideration, Franchisor and Franchisee agree as follows:

Franchisee and Franchisee's owners agree not to employ or contract with any person working in the United States that is not 1) a United States citizen, 2) a lawful permanent resident or 3) anyone who does not have a legally issued eligibility permit to work in the United States of America, within the operation of their Rosati's business.

Franchisor and Franchisee acknowledge that this Exhibit to the Franchise Agreement does not pertain to outside Vendors, the consumer, individuals with documented work visas or the general public. Franchisee shall submit to Franchisor, upon request, proof of authorization to work in the United States for any independent contractors, employees, managers, Manager, officers, agents and representatives that are involved in the day-to-day business operation of the Rosati's Business.

Franchisee acknowledges that a breach of this Exhibit to the Franchise Agreement is grounds for an immediate Termination of the Franchise Agreement without an Opportunity to Cure and requires no advance or additional Notice to Franchisee of such Breach. The Burden of Proof that Franchisee did not Breach this Exhibit to the Franchise Agreement will rest solely on Franchisee to prove its non-breach of this Exhibit. Franchisee has read this statement and acknowledges that this provision is not overreaching or unduly burdensome on Franchisee.

**IN WITNESS WHEREOF**, the parties hereto, intending to be legally bound hereby have duly executed and delivered this Franchise Agreement and all of its Exhibits by their signatures on the Summary Page as of the Effective Date.

**EXHIBIT F  
TO ROSATI'S PIZZA ENTERPRISES, INC.  
FRANCHISE DISCLOSURE DOCUMENT  
AREA DEVELOPMENT AGREEMENT**



By and Between

**ROSATI'S PIZZA ENTERPRISES, INC., FRANCHISOR**

AND

\_\_\_\_\_, **DEVELOPER**

**DEVELOPMENT AGREEMENT**  
**SUMMARY PAGE(S)**

<b>EFFECTIVE DATE:</b>		
<b>DEVELOPER:</b>		
<b>DEVELOPER'S ADDRESS FOR NOTICES:</b>		
<b>TELEPHONE NUMBER:</b>		
<b>EMAIL ADDRESS:</b>		
<b>DEVELOPMENT FEE:</b>		The full Development Fee of Seventeen Thousand Five Hundred Dollars (\$17,500.00) for the right to develop the total number of additional franchised units shown on the Development Schedule on Exhibit I, as payable below. Franchisor acknowledges previous receipt of the Site Selection and Real Estate Training Agreement Fee and the Business Establishment Agreement Fee, for Unit 1
<b>DISCOUNTS:</b>		Veteran Discount, when a DD-214 Form is provided, twenty-five percent (25%) off of the Initial Fees or Eight Thousand Seven Hundred Fifty Dollars (\$8,750.00) off, making the Initial Fees discounted to Twenty Six Thousand Two Hundred Fifty Dollars (\$26,250.00)
<b>DEVELOPMENT TERM:</b>		The full development term shall be equal to the last date of the last unit shown on the Development Schedule on Exhibit I
<b>TRANSFER FEE:</b>		Transfer Fee payable to Franchisor upon notice is One-half of the then-current Initial Fees, currently Seventeen Thousand Five Hundred Dollars (\$17,500.00) per unit;
<b>OPEN FOR BUSINESS DEADLINE DATE:</b>		For each granted Franchised Unit, the development deadline shall be as indicated on Exhibit I
<b>DEVELOPER'S TERRITORY:</b>		Shall be as indicated on Exhibit I
<b>MEDIATION REQUIRED:</b>		Mediation required in Williamson County, Texas for all disputes
<b>FRANCHISOR ADDRESS FOR NOTICES:</b>		Rosati's Pizza Enterprises, Inc. 1320 Arrow Point Drive Ste 50190 Cedar Park, TX 78613  with copy to:  Rosati's Pizza Enterprises c/o Shelton Law & Associates Law Firm 3235 Sunrise Blvd., Ste 1 Rancho Cordova, CA 95742

**Even though this Agreement contains provisions requiring Developer to operate the Business and the Franchised Business in compliance with the System: (1) Franchisor does not have authority to control the day-to-day conduct and operation of Developer's business or employment decisions; and (2) Developer and Franchisor do not intend for Franchisor to incur any liability to**

**third parties in connection with or arising from any aspect of the System or Developer’s use of the System, whether or not in accordance with the requirements of the Manual.**

**Nothing in this Agreement or any related Agreement is intended to disclaim the representations Franchisor made in the Franchise Disclosure Document. The submission of this Agreement to Developer does not constitute an offer to Developer, and this Agreement shall become effective only upon execution by Franchisor and Developer.**

**IN WITNESS WHEREOF**, the parties hereto, intending to be legally bound hereby have duly executed and delivered this Agreement on the Effective Date, and hereby accepts and approves the attached Development Agreement, with its Exhibits I-IV. Developer hereby acknowledges that the Agreement and Exhibits include Non-Disclosure and Non-Solicitation items, Personal Guaranty’s and the requirement to abide by the laws under the United States Department of Homeland Security to name just a few. This Agreement was requested to be sent electronically for ease of signing, and is hereby acknowledged by the parties that both Parties have and had the ability prior to signing to review the final Development Agreement in its entirety and the ability to have it reviewed by their respective legal and financial counsel or advisors of their choosing.

The Parties intend to be bound by all the terms of the Development Agreement and all its attached Exhibits, including specifically, the clauses and terms of:

- Development Schedule attached as Exhibit I
- The Guaranty and Assumption of Obligations attached as Exhibit II
- Holders of Legal or Beneficial Interest attached as Exhibit III
- The Applicable State Addendum attached as Exhibit IV

**DEVELOPER:** \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**DEVELOPER PERSONAL GUARANTOR**

**DEVELOPER PERSONAL GUARANTOR**

\_\_\_\_\_  
Personally and Individually (Printed Name)

\_\_\_\_\_  
Personally and Individually (Printed Name)

\_\_\_\_\_  
Personally and Individually (Signature)

\_\_\_\_\_  
Personally and Individually (Signature)

HOME ADDRESS

HOME ADDRESS

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

TELEPHONE NO.: \_\_\_\_\_  
PERCENTAGE OF OWNERSHIP  
IN FRANCHISEE: \_\_\_\_\_ %  
Social Security #: \_\_\_\_\_

TELEPHONE NO.: \_\_\_\_\_  
PERCENTAGE OF OWNERSHIP  
IN FRANCHISEE \_\_\_\_\_ %  
Social Security #: \_\_\_\_\_

**IN WITNESS WHEREOF**, The Franchisor hereby agrees to award the attached Development Agreement opportunity to the above listed individuals and their legal entity, as listed as the Developer, based upon the terms and conditions contained in this Development Agreement, and all its Exhibits currently numbered I through IV.

**FRANCHISOR:**

**ROSATI'S PIZZA ENTERPRISES, INC.**

By: \_\_\_\_\_

Name: Darren Schmitt

Title: Director and Treasurer

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**ROSATI'S PIZZA ENTERPRISES, INC.  
AREA DEVELOPMENT AGREEMENT**

This Area Development Agreement is made this day \_\_\_\_ of \_\_\_\_\_, 20\_\_ and is by and between Rosati's Pizza Enterprises, Inc., a Texas Corporation, having its principal place of business at 1320 Arrow Point Drive Ste 50190, Cedar Park, TX 78613 ("Franchisor," "RPE" or "Rosati's"), and Developer, as shown on the Summary Page.

**WITNESSETH:**

**WHEREAS**, Franchisor and Developer are concurrently entering into the Ongoing Franchise Agreement; and

**WHEREAS**, Developer desires to, and has applied for the right to, develop additional Rosati's Businesses and has applied for such a right, and Franchisor has approved Developer's application in reliance upon all of the representations made herein and therein.

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

THE REST OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK

## ARTICLE 1 - DEFINITIONS

*Note: All dollar amounts or percentage amounts stated or used in the Development Agreement and any Addenda may, in our sole discretion, be adjusted as of January 1<sup>st</sup> of each year in proportion to the changes in the CPI (Consumer Price Index) (U.S Average, all items) maintained by U.S Department of Labor (or such equivalent index as may be adopted in the future) between January 1<sup>st</sup> of the previous year and January 1<sup>st</sup> of the then-current year (the "Index"). Each adjustment will be made effective as of January 1<sup>st</sup> based on the January Index, but the 1<sup>st</sup> adjustment will not be made until the 2<sup>nd</sup> January following the Agreement Date (i.e., for an Agreement Date of July 1, 2020, the 1<sup>st</sup> adjustment would be effective as of January 1, 2022). Developer will be given a thirty (30) day notice of such adjustment. Our failure to adjust any dollar or percentage amounts due to changes in the Index at any time does not constitute a waiver of our right to make future adjustments. However, we will not impose such adjustments retroactively.*

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

**"CPI"** means the Consumer Price Index, discussed above, and further discussed in Article 3 of this Agreement;

**"Developer"** means the individual or entity defined as "Developer" in the introductory paragraph of this Development Agreement;

**"Development Agreement"** means this Development Agreement titled "Rosati's Pizza Enterprises, Inc. Area Development Agreement" and all instruments supplemental hereto or in amendment or confirmation hereof;

**"Development Fee"** means paying the Franchisor the Initial Fees for Franchisee's first Unit plus the balance of the total fees of Seventeen Thousand Five Hundred Dollars (\$17,500.00) times the number of units which are to be developed as listed in the Development Schedule of this Agreement at Exhibit I, and further defined in Section 3.2;

**"Development Rights"** means the rights granted to Developer pursuant to this Development Agreement to establish and operate Rosati's Businesses in the Development Territory;

**"Development Schedule"** means the schedule attached as Exhibit I setting forth the number and the Opening Dates of Rosati's Businesses to be established pursuant to this Development Agreement;

**"Development Territory"** has the meaning given to such term in Section 2.1;

**"Franchise Agreement"** means any Rosati's Pizza Enterprises, Inc. Ongoing Franchise Agreement (including all Exhibits thereto) that Franchisor has entered into with Developer;

**"Initial Fees"** means, upon execution of this Agreement, unless otherwise stated in the State Addendum attached, paying Franchisor the Site Selection and Real Estate Training Course Fee plus the Business Establishment Training Course Fee to secure Franchisees chosen Territory;

**"Internet"** means any one (1) or more local or global interactive communications media that is now available or that may become available, including, but not limited to, sites and domain names on the World Wide Web (1), (2) and (3);

**"Marks"** means the trademark "Rosati's Pizza" and such other trade names, trademarks, service marks, trade dress, designs, graphics, logos, emblems, insignia, fascia, slogans, drawings, patents and other commercial symbols as Franchisor may designate to be used in connection with

Rosati's Businesses, whether or not registered or recognized by the U.S. Patent and Trademark Office or any other Agency no matter where located. Registered Marks are shown on Exhibit 6 of each units Ongoing Franchise Agreement;

**“Ongoing Franchise Agreement”** means that certain Rosati's Pizza Enterprises, Inc. Franchise Agreement (including all Exhibits thereto) between Developer and Franchisor whereby Developer is granted the right to operate its first Rosati's Business;

**“Opening Date”** means any date by which Developer is required to begin operations for each Rosati's Business, as listed in the Development Schedule;

**“Right of First Refusal”** means that during a one (1) year period beginning on the day after the Development Agreement expires, if Franchisor elects to further develop the Development Territory, Developer has the right to establish, own and operate any additional Rosati's Businesses Franchisor proposes to locate within the Development Territory, provided Developer meets all other terms and conditions stated in this Section 5.2 and this Development Agreement. Franchisor shall give Developer written notice of its proposal to develop additional Rosati's Businesses within the Development Territory and Developer shall have thirty (30) days to accept in writing Franchisor's proposal to own and operate such additional Rosati's Businesses. Developer's ownership and operation of such additional Rosati's Businesses shall be subject to the terms and conditions set forth in Franchisor's written proposal, which may vary in form and substance from the terms, conditions and economics set forth in this Development Agreement. If Developer fails to accept in writing Franchisor's written proposal within such thirty (30) day period (or if Developer fails to comply with the terms of the proposal), then Franchisor shall have the right to establish, own and operate or license others to establish, own and operate, Rosati's Businesses in the Development Territory.

**“Social Media”** means online content created by individuals and/or entities using highly accessible and scalable publishing technologies through their desktop computer, laptop computer, smart phones, mobile phones or by other means available in the future. Social Media allows individuals and/or entities to connect in the online world to form relationships for personal and business use. The definition of Social Media includes user-generated content and consumer-generated media. Social Media occurs in many different forms, including, but not limited to, Internet forums, weblogs, social blogs, wikis, podcasts, pictures and videos. Technologies for Social Media include, but are not limited to: blogs, picture-sharing, vlogs, wall-postings, e-mail, instant messaging, music-sharing, crowdsourcing, and voice over IP, to name a few. Some examples of Social Media sites and/or applications are Google Groups (reference, social networking), Wikipedia (reference), MySpace (social networking), Facebook (social networking), and yelp.com (product reviews), Youmeo (social network aggregation), YouTube or Tik Tok (social networking and video sharing), Avatars United (social networking), Second Life (virtual reality), Flickr and Instagram (photo sharing), X (social networking and microblogging), LinkedIn (business social media), Open Diary (blogging) and other microblogs such as Jaiku, among others. This list is not inclusive and shall mean all Social Media available now and created in the future;

**“Transfer”** means changing owner or ownership of an interest in the Developer, the Area Development Agreement, the Approved Territory, the Developers Business' assets or the Developer entity;

**“Transfer Fee”** means the One-half of the then-current Initial Fees, currently Seventeen Thousand Five Hundred Dollars (\$17,500.00) minimum Fee per unit to secure a minimum Territory of one single Franchise Unit;

“**Transferee**” means the individual or entity third-party buyer, who purchases this Area Development Agreement if the Developer chooses to sell.

## **ARTICLE 2 - DEVELOPMENT RIGHTS**

### **Section 2.1 Grant of Development Rights**

Franchisor hereby grants to Developer, and Developer undertakes and accepts, upon the terms and conditions of this Development Agreement, the Development Rights to establish and operate not less than the total number of Rosati's Businesses at sites located within the Development Territory described as set forth on Exhibit I. We will designate Developer's Development Territory for each Franchise location based upon the then-current site criteria. (see also Exhibit I)

### **Section 2.2 Exclusivity and Retained Rights**

Franchisor shall not, so long as this Development Agreement is in force and effect establish, own or operate or license others to establish, own or operate, any Rosati's Business within the Development Territory other than to Developer pursuant to this Development Agreement; provided Developer is not in default under any of the terms hereof or of any of the terms of any Rosati's® Franchise Agreement, however, Franchisor and its Affiliates retain the right:

- i. to continue to own and operate, and allow others to continue to own and operate, Rosati's Businesses existing inside or outside of the Development Territory as of the date of this Development Agreement;
- ii. to establish, own or operate, and license others to establish, own or operate, Rosati's Businesses outside of the Development Territory;
- iii. to establish, own or operate, and license others to establish, own or operate or continue to own or operate, businesses under other systems using other proprietary marks, both within and outside the Development Territory;
- iv. to purchase or otherwise acquire the assets or controlling ownership of one (1) or more businesses identical or similar to the Franchised Business (and/or acquire franchise, license and/or similar agreements for such businesses), some or all of which may be located anywhere, including within the Development Territory. If Franchisor purchases or acquires franchises or licenses, Franchisor may, in its sole discretion, act as Franchisor or licensor with respect to such Franchisees or licensees wherever located, pursuant to the individual franchise or license agreement(s) between Franchisor and such Franchisee(s) or licensee(s). If Franchisor purchases or acquires such businesses within the Development Territory which are not franchised or licensed, Franchisor may, in its sole discretion:
  1. offer to sell any such businesses to Developer or to any third-party at the business's fair market value to be operated as a Rosati's Business; or

2. offer Developer the opportunity to operate such business(s) in partnership with Franchisor (or an Affiliate) under the business(s) existing trade name or a different trade name.
- v. to be acquired (regardless of the form of transaction) by any business, even if the other business operates, franchises and/or licenses competitive businesses within the Development Territory;
- vi. to provide the services and sell any products authorized for Rosati's Businesses using the Marks or other trademarks and commercial symbols through alternate channels of distribution, such as joint marketing with partner companies, Internet sales and catalog sales; provided, however, that no such sales shall be made to any competitive business within the Development Territory;
- vii. to engage in any activities not expressly forbidden by this Development Agreement; and/or
- viii. to authorize the sale of additional single units or area developers within Developers' Territory.

### **ARTICLE 3 - DEVELOPMENT FEE AND INITIAL FEES**

All dollar amounts or percentage amounts stated or used in the Development Agreement and any Addenda may, in our sole discretion, be adjusted as of January 1<sup>st</sup> of each year in proportion to the changes in the CPI (Consumer Price Index) (U.S Average, all items) maintained by U.S Department of Labor (or such equivalent index as may be adopted in the future) between January 1<sup>st</sup> of the previous year and January 1<sup>st</sup> of the then-current year (the "Index"). Each adjustment will be made effective as of January 1<sup>st</sup> based on the January Index, but the 1<sup>st</sup> adjustment will not be made until the 2<sup>nd</sup> January following the Agreement Date (i.e., for an Agreement Date of July 1, 2024, the 1<sup>st</sup> adjustment would be effective as of January 1, 2026). Developer will be given a thirty (30) day notice of such adjustment. RPE's failure to adjust any dollar or percentage amounts due to changes in the Index at any time does not constitute a waiver of our right to make future adjustments. However, we will not impose such adjustments retroactively.

#### **Section 3.1 Initial Fees**

Simultaneously with the execution of this Development Agreement, Developer shall execute the Ongoing Franchise Agreement for the first Unit and shall pay the Initial Fees for the first Rosati's Business to be developed pursuant to this Development Agreement, if not already paid in full.

Franchisor's Initial Fees are based upon how many franchises have been awarded by the Franchisor. Developer must pay Franchisor an Initial Development Fee as set forth below in Article 1 to secure Developers chosen Territory, which includes the Training and Ongoing Support fees to purchase the additional Single Unit Franchises.

Developer will pay the Initial Fee, which is due with the Site Selection and Real Estate Training Agreement and the Business Establishment Agreement (unless modified by a State Addendum).

### **Section 3.2 Development Fee**

Because Developer purchased the right to develop additional franchise units concurrently with the first franchise unit, Developer will receive a Territory, as defined in Section 2.1 and on Exhibit I, depending upon the number of franchises Developer chose.

## **ARTICLE 4 - DEVELOPMENT OF FRANCHISED BUSINESS**

### **Section 4.1 Minimum Development Obligation**

Developer shall strictly follow the Development Schedule set forth in Exhibit I, as time is of the essence. By the dates set forth within the Development Schedule, Developer shall establish and operate Rosati's Businesses in the number indicated in the Development Schedule. Developer shall at all times continuously maintain in operation, pursuant to each Franchise Agreement, at least the number of Rosati's Businesses required to be operational at such time as set forth in the Development Schedule; provided, however, that such obligation does not apply to Rosati's Businesses that are closed. Franchisor may audit and inspect the Developers Business at any time it sees fit to ensure compliance.

### **Section 4.2 Developer May Exceed Minimum Development Obligation**

During the term of this Development Agreement, Developer may, subject to the terms and conditions of this Development Agreement, develop and operate more Rosati's Businesses in the Development Territory than required by this Development Agreement; provided, however, Developer shall give Franchisor reasonable assurances Developer has the required skill, financial resources and managerial skills to perform its duties under this Development Agreement and each Franchise Agreement. Developer shall pay the full Initial Fee for each additional Rosati's Business developed in excess of the requirements of this Development Agreement, and Franchisor shall not credit any part of the Development Fee against the Initial Fee for any additional Rosati's Businesses.

### **Section 4.3 Exercise of Development Rights**

Developer shall enter into a separate Franchise Agreement for each additional Rosati's Business established pursuant to this Development Agreement. Upon approval of the site by Franchisor, as provided in Section 5.1 of the Franchise Agreement, Franchisor shall deliver either an electronically signed Franchise Agreement or two (2) hard copies of the Franchise Agreement along with a copy of its then-current Disclosure Document, if required by law. If required, Developer shall immediately upon receipt of the Disclosure Document, return to Franchisor a signed copy of the Acknowledgment of Receipt of the Disclosure Document. After any applicable waiting periods have expired, Franchisor shall deliver to Developer, and Developer shall execute either an electronically signed Franchise Agreement or two (2) hard copies of the Franchise Agreement and shall pay the Initial Fee, as provided in Section 3.1.

### **Section 4.4 Conditions Precedent to Franchisor's Obligation**

The following conditions shall be followed:

- a. Franchisor shall not execute the Franchise Agreement if:
  - i. Developer is not in compliance with all or is in default of any, of its obligations under this Development Agreement or any other agreement between Franchisor and Developer; or
  - ii. in the case of each then existing Franchise Agreement, Developer, as Franchisee, is not in compliance with all or is in default of any, of its obligations under any Franchise Agreement.
- b. Franchisor and Developer shall execute the Franchise Agreement for each additional Rosati's Business within thirty (30) days after the site has been approved by Franchisor as set forth in Section 5.1 of the Franchise Agreement (provided the lease for the approved site has been executed by lessor and Developer within the thirty (30) day period, including Franchisor's Collateral Assignment of Lease attached to the Franchise Agreement, as the "Lease Rider") but in no event later than the date stated in the Development Schedule that such Rosati's Business must be established and operating.

#### **Section 4.5 No Subfranchising by Developer**

Developer has no right under this Development Agreement to sublicense, subfranchise, resell or otherwise transfer any interest in any Franchised Businesses.

#### **Section 4.6 Management Obligations**

Each Rosati's Business developed pursuant to this Agreement must always be under the direct full-time supervision of Developer (or if Developer is a business entity and not an individual, Developer's primary owner or an individual appointed by Developer and approved in writing by Franchisor). Developer (or Developer's primary owner or an individual appointed by Developer and approved in writing by Franchisor) shall personally devote his or her best efforts towards the operation of the Franchised Business or provide for full time management, trained and approved by the Franchisor, to manage the day-to-day operation of the Rosati's Businesses developed pursuant to this Development Agreement.

Developer and all hired directors and managers must attend the required Ongoing Training program. Developer must pay for all travel expenses, room and board, and any related employee costs during the training program.

### **ARTICLE 5 - TERM AND RIGHT OF FIRST REFUSAL**

#### **Section 5.1 Term**

Unless sooner terminated in accordance with the terms of this Development Agreement, the term of this Development Agreement and all Development Rights granted herein to Developer shall expire on the last Opening Date as set forth in the Development Schedule. At the end of the term of this Development Agreement, the exclusive Development Rights with respect to the Development Territory will

automatically terminate, and Developer shall have no right to renew or extend the term of this Development Agreement.

### **Section 5.2 Developer's Right of First Refusal**

Following the expiration of this Development Agreement, Developer has no right to renew, but Franchisor has the right to re-evaluate the prospects for the establishment of Rosati's Businesses in the Development Territory. Franchisor shall give Developer written notice of its proposal to develop additional Rosati's Businesses within the Development Territory and Developer must accept in writing Franchisor's proposal to own and operate such additional Rosati's Businesses within the given time frame in the written offer. Developer's ownership and operation of such additional Rosati's Businesses shall be subject to the terms and conditions set forth in Franchisor's written proposal, which may vary in form and substance from the terms, conditions and economics set forth in this Development Agreement. If Developer fails to accept in writing Franchisor's written proposal within the given time period (or if Developer fails to comply with the terms of the proposal), then Franchisor shall have the right to establish, own and operate or license others to establish, own and operate, Rosati's Businesses in the Development Territory.

Following the expiration or termination of this Area Development Agreement, Franchisor has the absolute right to purchase any logeod assets of the Development company for book value or Developers' cost.

## **ARTICLE 6 - MARKS AND CONFIDENTIAL INFORMATION**

### **Section 6.1 No License Under Development Agreement**

Notwithstanding any provision to the contrary under this Development Agreement, this Development Agreement does not grant Developer any right to use the Marks. The right to use the Marks may only be granted by the terms of a Franchise Agreement. Developer shall not use any Mark as part of any corporate or trade name or with any prefix, suffix or other modifying words, terms, designs or symbols or in any modifying words, terms, designs or symbols or in any modified form, nor may Developer use any Mark in connection with any business or activity other than the business conducted by Developer pursuant to the Franchise Agreements or in any other manner not explicitly authorized in writing by Franchisor.

### **Section 6.2 Confidential Information**

Except as hereinafter provided, Developer shall not, during the term of this Development Agreement or at any time thereafter, whether in person, in writing or through the Internet or online Social Media sites or applications, communicate, divulge or use for the benefit of any other person or entity, any Trade Secrets or Confidential Information which may be communicated to Developer or of which Developer may learn by virtue of Developer's activities under this Development Agreement. Developer may divulge Trade Secrets and Confidential Information only to such of its employees as deemed necessary by Developer. Whether or not any Ongoing Franchise Agreements have been executed, Developer shall require its employees and all other persons designated in the Franchise Agreement to execute Non-Disclosure and Non-Solicitation Agreements as required by Section 7.4 of the Ongoing Franchise Agreement.

## **ARTICLE 7 - TRANSFERABILITY OF INTEREST**

### **Section 7.1 By Franchisor**

This Development Agreement and all rights herein may be assigned and transferred by Franchisor and, if so, shall be binding upon and inure to the benefit of Franchisor's successors and assigns; provided, however, that with respect to any assignment resulting in the subsequent performance by the assignee of the functions of Franchisor, the assignee shall assume the obligations of Franchisor herein, and Franchisor shall have no liability for the performance of any obligations contained in this Development Agreement after the effective date of such transfer or assignment.

### **Section 7.2 By Developer**

If the Developer chooses to sell his Area Development Agreement to a third-party Transferee, the Developer must adhere to the following covenants, acknowledgements, requirements and conditions:

- i. The Development Rights set forth in this Development Agreement are personal to Developer and are granted in reliance upon the personal qualifications of Developer. Developer has represented, and hereby represents, it is entering into this Development Agreement with the intention of complying with its terms and conditions and not for the purpose of resale of the Development Rights;
- ii. Developer, without Franchisor's prior written consent, shall not sell, assign, transfer, convey, give away or encumber any part of its interest in this Development Agreement, its interest in the Development Rights granted hereby, its interest in any entity that owns any interest in such rights or any interest in Developer, and shall not offer, permit or suffer the same to be sold, assigned, transferred, conveyed, given away or encumbered in any way. Developer shall not, without the prior written consent of Franchisor, fractionalize any of the Development Rights granted pursuant to this Development Agreement. Any purported sale, assignment, transfer, conveyance, gift or encumbrance of any of Developer's rights herein not having Franchisor's prior written consent shall be null and void and shall constitute a material default of this Development Agreement;
- iii. So long as Developer is in full compliance with this Development Agreement, and should Franchisor not elect to exercise its right of first refusal as provided in Section 7.4, Franchisor shall not unreasonably withhold its approval of an assignment or transfer to proposed assignees or Transferees if:
  - a. Developer has complied with the requirements of Section 7.2;
  - b. all obligations owed to Franchisor by Developer are fully paid and satisfied;

- c. Developer (and any transferring owners, if Developer is a business entity) has executed a mutual general release, in a form the same as or similar to the General Release attached to the Ongoing Franchise Agreement, of any and all claims against both parties, including its equity owners, officers, directors, managers, attorneys, agents, employees and others as set forth in the General Release, in their corporate and individual capacities, including modifying the General Release to include, without limitation, claims arising under federal, state or local laws, rules or ordinances, and any other matters incident to the termination of this Development Agreement or to the transfer of Developer's interest herein or to the transfer of Developer's ownership of all or any part of the Development Rights; provided, however, that if a general release is prohibited, both parties shall give the maximum release allowed by law;
- d. the prospective Transferee has satisfied to Franchisor that it meets Franchisor's management, business and financial standards, and otherwise possesses the character and capabilities, including business reputation and credit rating, as Franchisor may require to determine Transferee's ability to carry out the obligations contained in the Development Agreement and in a franchise agreement;
- e. Developer has provided Franchisor with a complete copy of all contracts and agreements and related documentation between Developer and the prospective Transferee relating to the intended sale, assignment, transfer, conveyance, gift or encumbrance of the Development Rights;
- f. Developer or the Transferee, has paid to Franchisor the Transfer Fee plus CPI, as defined in Article 3, as shown on the Summary Page per non-developed Franchise Agreement covered under this Development Agreement, upon notice to Franchisor of Developers intent to Transfer;
- g. the Transferee and its Manager has agreed to be personally bound jointly and severally by all provisions of this Development Agreement for the remainder of its term and all holders of a legal or beneficial interest in the Transferee have agreed to personally guarantee jointly and severally the full performance thereof by Transferee;
- h. The Transferee has obtained all necessary consents and approvals by third parties and all applicable federal, state and local laws, rules ordinances and requirements applicable to the transfer have been complied with or satisfied;
- i. Developer has, and if Developer is an entity, all of the holders of a legal and beneficial interest in Developer have, executed and delivered to Franchisor a non-solicitation agreement in a form the same as or similar to the Non-Disclosure and Non-Solicitation Agreement attached to the Ongoing Franchise Agreement.

### **Section 7.3 Public or Private Offerings**

If Developer desires to make either a public or a private offering of its securities, prior to such offering and sale and prior to the public release of any statements, data or other information of any kind relating to the proposed offering of Developer's securities, Developer shall secure the written approval of Franchisor, which approval Franchisor shall be entitled to withhold in its sole discretion. Developer shall secure Franchisor's prior written approval of any and all press releases, news releases and any and all other publicity, the primary purpose of which is in the public interest in its offering. Only to the extent that

written approval has been given by Franchisor may Developer proceed to file, publish, issue, release and make public any data, material or information regarding its securities offering. Any review by Franchisor is solely for its own information, and its approval shall not constitute any kind of authorization, acceptance, agreement, endorsement, approval or ratification of the same, either express or implied; and Developer shall make no oral or written notice of any kind whatsoever indicating or implying that Franchisor or its Affiliates have any interest in or relationship whatsoever to the proposed offering other than Franchisor acting as Franchisor. Developer shall indemnify and hold harmless Franchisor and its Affiliates, and their owners, directors, officers, managers, members, collaterals, attorneys, agents, employees, successors and assigns, from all claims, demands, costs, fees, charges, liabilities or expenses (including attorneys' fees) of any kind whatsoever arising from Developer's offering or information published or communicated and any actions taken with regard thereto.

#### **Section 7.4 Franchisor's Right of First Refusal**

If Developer or its owners shall at any time determine to sell, assign, transfer, convey, give away or encumber the Development Rights under this Development Agreement or any of their respective ownership interests in Developer or any of Developer's assets (except in the ordinary course of business), Developer or its owners shall obtain a bona fide, executed written offer from a responsible and fully disclosed person or entity, as applicable, and shall submit an exact copy of such offer to Franchisor, and Franchisor shall, for a period of fourteen (14) days from the date of delivery of such offer, have the right, exercisable by written notice to Developer, to offer to purchase the offered assets or interest for the price Franchisor determines to be fair market value. Franchisor has the right to substitute cash for the fair market value of any form of payment proposed in such offer. Franchisor shall have not less than sixty (60) days from the date of delivery of its written notice of intent to purchase to complete such purchase. Franchisor's credit shall be deemed at least equal to the credit of said person or entity, as applicable. If Franchisor does not exercise this Right of First Refusal, Developer may complete the sale of such interest, subject to Section 7.2. If such sale, assignment, transfer, conveyance, gift or encumbrance is not completed within sixty (60) days after delivery of such offer to Franchisor, Franchisor shall again have the Right of First Refusal provided herein.

### **ARTICLE 8 - DEFAULT AND TERMINATION**

#### **Section 8.1 Termination Without Opportunity to Cure**

Franchisor has the right to immediately terminate this Development Agreement by delivering a notice to Developer stating Franchisor elects to terminate this Development Agreement as a result of any of the breaches set forth below:

- i. Developer makes or attempts to make an unauthorized sale, assignment, transfer, conveyance, gift or encumbrance of any part of its interest in this Development Agreement, its interest in the Development Rights granted hereby, its interest in any entity that owns any interest in such rights or any interest in Developer;
- ii. Developer has made any material misrepresentation or omission in its application for the Development Rights conferred by this Development Agreement;
- iii. Developer is convicted of or pleads no contest to a felony or other crime or offense that may adversely affect the goodwill associated with the Marks;
- iv. Developer makes any unauthorized use of the Marks or unauthorized use or disclosure of the Confidential Information;

- v. Franchisor has delivered a notice of termination for a Franchise Agreement between Franchisor and Developer in accordance with its terms and conditions; or
- vi. Developer has terminated a Franchise Agreement without Cause;
- vii. Developer fails to meet or satisfy any timing requirement or deadline contained in the Development Schedule; or
- viii. Termination of this Area Development Agreement does not automatically terminate any fully executed Ongoing Franchise Agreements, unless the default that caused termination of this Agreement would be a Default listed in Section 16.2 of the Ongoing Franchise Agreement, then both will terminate once the proper Notice and cure time (if applicable) has lapsed.

### **Section 8.2 Termination With Opportunity to Cure**

If Developer fails to comply with any other provision of this Development Agreement, Franchisor may terminate this Development Agreement by delivering notice of termination to Developer stating the reason for termination, provided Developer shall have the right to cure a breach within thirty (30) days after delivery of Franchisor's notice of default.

During the 30-day period after the termination or expiration of the Development Agreement, Franchisor has the right to purchase any logoed assets for book value or Your cost, whichever is less.

### **Section 8.3 Termination by Developer**

The Developer may terminate this Development Agreement under any grounds permitted by law provided that the Developer first issues a minimum thirty (30) day notice to the Franchisor, giving the Franchisor the right to cure or the right to begin to cure, if such noticed deficiency is unable to be cured within thirty (30) days. Upon termination, the Developer will be subject to the provisions hereto provided in Article 9 of this Development Agreement.

## **ARTICLE 9 - RIGHTS AND DUTIES ON TERMINATION OR EXPIRATION**

### **Section 9.1 Loss of Development Rights**

Upon termination of this Development Agreement, the Development Rights granted to Developer under this Development Agreement shall automatically terminate. Developer shall have no additional rights to establish or operate any Rosati's Business for which a Franchise Agreement has not been executed by Franchisor and Developer. No default under this Development Agreement shall constitute a default under any Franchise Agreement between the parties, except to the extent that any default under this Development Agreement constitutes a default under any Franchise Agreement in accordance with the terms of the Franchise Agreement. Notwithstanding the above, the terms and conditions of each Franchise Agreement must be complied with by the Developer and shall control in determining whether any default exists under such Franchise Agreement.

During the thirty (30) day period after the termination or expiration of the Development Agreement, Franchisor has the right to purchase any logoed assets of the Development company for book value or Developers' cost.

## **Section 9.2     Amounts Owed to Franchisor**

Developer shall immediately pay to Franchisor upon termination or expiration of the Development Agreement any amounts owed by Developer to Franchisor that are then unpaid, including reimbursement of all auditing, accounting, and administrative costs and time, plus any interest due.

## **Section 9.3     Confidential Information**

Upon termination or expiration of this Development Agreement, Developer and all of its employees, agents or other representatives shall immediately cease to use and shall maintain the absolute confidentiality of any Trade Secrets and Confidential Information disclosed or otherwise learned or acquired by Developer and shall not use such Trade Secrets and Confidential Information in any other business or venture.

## **Section 9.4     Covenant Not to Compete**

During the term and after the termination of this Development Agreement, Developer and any beneficial owner of an interest in Developer shall be subject to all of the restrictive covenants set forth in Article 7, Article 17 and Exhibit 2 of the last Ongoing Franchise Agreement, as applicable, which covenants by this reference are incorporated herein.

## **Section 9.5     Continuing Obligations**

All obligations of Franchisor and Developer under this Development Agreement that expressly or by their nature survive the expiration or termination of this Development Agreement shall continue in full force and effect until they are satisfied in full or by their nature expire.

# **ARTICLE 10 - BENEFICIAL OWNERS OF DEVELOPER**

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

# **ARTICLE 11 - RELATIONSHIP AND INDEMNIFICATION**

## **Section 11.1    Relationship**

This Development Agreement is purely a contractual relationship between the parties and does not appoint or make Developer an agent, legal representative, joint venturer, partner, employee, servant or independent contractor of Franchisor for any purpose whatsoever. Developer may not represent or imply to third parties that Developer is an agent of Franchisor, and Developer is in no way authorized to make any contract, agreement, warranty or representation on behalf of Franchisor or to create any obligation, express or implied, on Franchisor's behalf. Under no circumstances shall Franchisor be liable for any act, omission, contract, debt or any other obligation of Developer. In no event shall this Development Agreement or any conduct pursuant hereto make Franchisor a fiduciary with respect to Developer. Franchisor shall in no way be responsible for any injuries to persons or property resulting from the development of any Rosati's Business pursuant to this Development Agreement. Any third-party contractors and vendors retained by Developer for remodeling or construction or any other purpose are independent contractors of Developer alone.

## **Section 11.2 Standard of Care**

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

## **Section 11.3 Indemnification**

Developer shall hold harmless and indemnify Franchisor, its Affiliates, all holders of a legal or beneficial interest in Franchisor and/or its Affiliates, and all of Franchisor's and its Affiliates' officers, directors, executives, managers, partners, owners, members, employees, collaterals, legal representatives, attorneys, agents, successors and assigns (collectively "Franchisor Indemnitees") from and against all losses, damages, fines, costs, expenses or liability (including attorneys' fees and all other costs of litigation) incurred in connection with any action, suit, demand, claim, investigation or proceeding or any settlement thereof, that arise from, are based upon or are related to Developer's (a) development, ownership or operation of any Rosati's Business; (b) violation, breach or asserted violation or breach of any federal, state or local law, regulation or rule; (c) breach of any representation, warranty, covenant or provision of this Development Agreement or any other agreement between Developer and Franchisor (or any of its Affiliates); (d) defamation of Franchisor or the System; (e) acts, errors or omissions by Developer or any of its partners, owners, members, officers, directors, managers, employees or agents, committed or incurred in connection with the development of Rosati's Businesses, including any negligent or intentional acts or omissions; or (f) infringement, violation or alleged infringement or violation of any Mark, patent or copyright or any misuse of the Confidential Information. Franchisor's right to indemnity shall exist notwithstanding the fact joint or several liability may be imposed upon Franchisor by statute ordinance, regulation or judicial or arbitral decision.

# **ARTICLE 12 - GENERAL CONDITIONS AND PROVISIONS**

## **Section 12.1 Superiority of Franchise Agreement**

Developer acknowledges that any and all Franchise Agreements executed in connection with an individual Rosati's Business within the Development Territory are independent of this Development Agreement. The continued existence of any such Franchise Agreement shall not depend on the continuing existence of this Development Agreement. If any conflict shall arise in connection with this Development Agreement and any such Franchise Agreement, the latter shall have precedence and superiority over the former.

## **Section 12.2 No Waiver**

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

### **Section 12.3 Injunctive Relief and Specific Performance**

As any breach by Developer of any of the restrictions or obligations contained in this Agreement would result in irreparable injury to Franchisor, and as the damages arising out of any such breach would be difficult to ascertain, Franchisor shall be entitled to seek injunctive relief (whether a restraining order, a preliminary injunction or a permanent injunction) against any such breach, whether actual or contemplated, and/or specific performance with respect to such breach without the necessity of posting security or bond.

### **Section 12.4 Notices**

All notices required or permitted under this Development Agreement shall be in writing and shall be deemed received: (a) at the time delivered by hand to the recipient party (or to an officer, director, manager or partner of the recipient party); (b) two (2) business days after being sent via guaranteed overnight delivery by a commercial courier service; or (c) five (5) business days after being sent by Registered Mail, return receipt requested. Either party may change its address by a written notice sent in accordance with this Section 12.4. All notices, payments and reports required by this Development Agreement shall be sent to Developer at the address set forth in the introductory paragraph of this Development Agreement and to Franchisor at the following addresses:

Rosati's Pizza Enterprises, Inc.  
1320 Arrow Point Drive Ste 50190  
Cedar Park, TX 78613  
info@myrosatis.com (if allowed by this Agreement or the Manual)

#### ***With a copy to:***

Shelton Law & Associates, Franchise Attorneys at Law  
c/o Rosati's Pizza Enterprises, Inc.  
3235 Sunrise Blvd., Ste 1  
Rancho Cordova, CA 95742

### **Section 12.5 Guaranty and Assumption of Obligations**

All holders of a legal or beneficial interest in Developer of five percent (5%) or greater shall be required to execute, as of the date of this Development Agreement, the Guaranty and Assumption of Obligations attached as Exhibit II.

### **Section 12.6 Approvals**

Whenever this Development Agreement requires the prior approval or consent of Franchisor, Developer shall make a timely written request to Franchisor for its approval and, except as otherwise provided herein, any approval or consent granted shall be effective only if in writing. Franchisor makes no warranties or guarantees upon which Developer may rely, and assumes no liability or obligation to Developer or any third-party, by providing any waiver, approval, advice, consent or services to Developer in connection with this Development Agreement or by reason of any neglect, delay or denial of any request for approval.

### **Section 12.7 Entire Agreement**

Subject to Section 12.7 of this Development Agreement, the Exhibits attached hereto and thus made a part hereof and the documents referred to herein shall be construed together and constitute the

entire, full and complete agreement between Franchisor and Developer concerning the subject matter hereof, and shall supersede all prior agreements. Except for any representation by Franchisor contained herein, no other representation oral or otherwise, has induced Developer to execute this Development Agreement. Nothing in this Agreement or in any related agreement is intended to disclaim the representations made in the Franchise Disclosure Document. There are no representations, inducements, promises or agreements oral or otherwise, between the parties not embodied herein or within the Ongoing Franchise Agreement which are of any force or effect with respect to the matters set forth in or contemplated by this Development Agreement or otherwise. No amendment, change or variance from this Development Agreement shall be binding on either party unless executed in writing by both parties.

#### **Section 12.8 Severability and Modification**

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

Notwithstanding the above, each of the covenants contained in Article 6, and Article 9 shall be construed as independent of any other covenant or provision of this Development Agreement. If all or any portion of any such covenant is held to be unenforceable, unreasonable or invalid, then it shall be amended to provide for limitations on disclosure of Confidential Information or on competition to the maximum extent permitted by law.

#### **Section 12.9 Construction**

All captions herein or in the Exhibits attached hereto and thus made a part hereof, are intended solely for the convenience of the parties, and none shall be deemed to affect the meaning or construction of any provision hereof or thereof. Should any provision of this Development Agreement require interpretation or construction, it is agreed by the Franchisor and Developer the court, administrative body or other person or entity interpreting or construing this Development Agreement shall not apply a presumption the provisions hereof shall be more strictly construed against the Franchisor by reason of the rule of construction that a document is to be construed more strictly against the person or entity who or through its agent, prepared same.

#### **Section 12.10 Force Majeure**

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

#### **Section 12.11 Timing**

Time is of the essence. Except as set forth in Section 12.10, failure to perform any act within the time required or permitted by this Development Agreement, shall be a material breach.

### **Section 12.12 Further Assurances**

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

### **Section 12.13 Third-Party Beneficiaries**

Anything to the contrary notwithstanding, nothing in this Development Agreement is intended, nor shall be deemed, to confer upon any person or entity other than Franchisor or Developer, and their respective successors and assigns as may be contemplated by this Agreement, any rights or remedies under this Agreement.

### **Section 12.14 Multiple Originals**

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

## **ARTICLE 13 - DISPUTE RESOLUTION**

### **Section 13.1 Choice of Law**

Except to the extent this Development Agreement or any particular dispute is governed by the U.S. Trademark Act of 1946, the Lanham Act, 15 U.S.C. Sec. 1051 et seq. or other federal law, this Development Agreement shall be governed by and construed in accordance with the laws of the State of Texas or, where applicable, the laws of the state in which the Franchisee is located (without reference to its conflict of laws principles). References to any law refer also to any successor laws and to any published regulations for such law, as in effect at the relevant time. References to a governmental agency also refer to any regulatory body that succeeds the function of such agency.

### **Section 13.2 Consent to Jurisdiction**

Claims for injunctive relief or specific performance may be brought by Franchisor where it is located, where Developer is/was located, where Franchisor's counsel is located or where the claim arose. Developer hereby waives all questions of personal jurisdiction and venue for the purpose of carrying out this provision.

### **Section 13.3 Rights and Remedies**

Nothing contained herein shall bar Franchisor's right to obtain injunctive relief or specific performance against threatened conduct that may cause it loss or damages, including obtaining restraining orders and preliminary and permanent injunctions. Developer's rights and remedies regarding Franchisor's breach of this Development Agreement are as set forth in this Development Agreement.

### **Section 13.4 Limitations of Claims**

Any claim concerning the Franchised Business or this Development Agreement or any related agreement will be barred unless an action relating to the ownership of any of Franchisor's Marks or for injunctive relief, specific performance or non-binding mediation, as set forth in this Agreement, is commenced within one (1) year from the date on which Developer or Franchisor knew or should have known, in the exercise of reasonable diligence, of the facts giving rise to the claim.

### **Section 13.5 Waiver of Jury Trial**

DEVELOPER AND FRANCHISOR EACH IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION, WHETHER AT LAW OR EQUITY, BROUGHT BY EITHER OF THEM RELATING TO THE OWNERSHIP OF ANY OF FRANCHISOR'S MARKS OR THE UNAUTHORIZED USE OR DISCLOSURE OF FRANCHISOR'S TRADE SECRETS OR CONFIDENTIAL INFORMATION OR FOR INJUNCTIVE RELIEF OR SPECIFIC PERFORMANCE.

### **Section 13.6 Limitation of Damages**

Developer and Franchisor each waive, to the fullest extent permitted by law, any right or claim for any punitive or exemplary damages against the other. Developer waives and disclaims any right or claim to consequential damages in any action or claim against Franchisor concerning this Development Agreement or any related agreement. In any claim or action brought by Developer against Franchisor concerning this Development Agreement, Developer's damages shall not exceed an amount greater than Developer's Development Fee.

### **Section 13.7 Mediation**

Except for actions or claims for injunctive relief or specific performance or the unauthorized use or disclosure of Franchisor's Trade Secrets or Confidential Information, all claims, disputes and other matters in question between Franchisor and Franchisee arising out of or relating to this Agreement, the business relationship or any other agreement, including whether this Mediation clause is binding upon the parties, shall be resolved by non-binding mediation before the Center for Public Resources - National Franchise Mediation Program, FAM or another mutually agreeable mediator. Notwithstanding the above, the following shall not be subject to mediation:

- (i) disputes and controversies arising from the Sherman Act, the Clayton Act or any other Federal or state antitrust law;
- (ii) disputes and controversies based upon or arising under the Lanham Act, as now or hereafter amended, relating to the ownership, use, misuse or validity of any Confidential Information, the Proprietary Marks or any other trademarks;
- (iii) disputes and controversies relating to actions to obtain possession of the premises of the Business under lease or sublease.

Both parties will sign a confidentiality agreement reasonably satisfactory to Franchisor. Upon submission, the obligation to attend mediation in the county and state designated by Franchisor (currently Williamson County, Texas), unless modified by an attached State Addendum, is binding on both parties. Each party will bear his, her or its own costs for the mediation, except the mediation fee and the fee for the mediator will be split equally.

To initiate mediation, either Franchisor or Franchisee shall appoint one mediator and after appointment of the mediator, shall notify in writing the other of such appointment and the name of and the contact information for the mediator within three (3) business days after selection of said mediator. The mediation shall be conducted in Williamson County, Texas as directed by the sole mediator. If an agreement is reached between the parties, then the signed award of the mediator shall be final and binding upon Franchisor and Franchisee and any other party to the mediation. Judgment may be entered upon the award of the mediator in any court having competent jurisdiction. If a first mediation session is unsuccessful, both parties agree to attend a second mediation session, scheduled for at least an eight

(8) hour session, and a third session if needed, under the same terms, time and conditions within thirty (30) days of the completion of the first mediation session.

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

## **ARTICLE 14 - ACKNOWLEDGMENTS**

### **Section 14.1 Receipt of this Development Agreement and the Franchise Disclosure Document**

Developer represents and acknowledges it has received, read and understands this Development Agreement and Franchisor's Franchise Disclosure Document, and Franchisor has accorded Developer ample time and opportunity to consult with advisors of its own choosing about the potential benefits and risks of entering into this Development Agreement. Developer represents and acknowledges it has received an exact copy of this Development Agreement and its Exhibits fully executed except for signatures or personal information, prior to the date on which this Development Agreement was executed. Developer further represents and acknowledges it has received, at least fourteen (14) calendar days prior to the date on which this Development Agreement was executed, the Disclosure Document required by the 2007 Amendment to the Federal Trade Commission Rule entitled Disclosure Requirements and Prohibitions Concerning Franchising and Business Opportunity Ventures.

### **Section 14.2 Consultation by Developer**

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

### **Section 14.3 True and Accurate Information**

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

### **Section 14.4 Risk**

Developer represents it has conducted an independent investigation of the business contemplated by this Development Agreement and acknowledges, like any other business, an investment in this Development Agreement and/or a Rosati's Franchised Business(es) involves business risks and the success of the venture(s) is dependent, among other factors, upon the business abilities and efforts of Developer. Franchisor makes no representations or warranties, express or implied, in this Development Agreement or otherwise, as to the potential success of the business venture(s) contemplated hereby.

### **Section 14.5 No Guarantee of Success**

Developer represents and acknowledges it has not received or relied on any guarantee, express or implied, as to the revenues, profits or likelihood of success of any Rosati's Business to be developed

pursuant to this Development Agreement. Developer represents and acknowledges there have been no representations by Franchisor's owners, members, managers, directors, employees, attorneys or agents that are not contained in or are inconsistent with, the statements made in the Ongoing Franchise Agreement or this Development Agreement.

#### **Section 14.6 No Violation of Other Agreements**

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

#### **Section 14.7 Independent Obligations**

Each obligation or other provision contained in this Development Agreement shall be deemed and construed as a separate and independent obligation of the party bound by, undertaking or making the same, and not dependent on any other provisions of this Development Agreement, unless expressly so provided. If any party has breached any obligation or other provision contained in this Agreement in any respect, the fact there exists another obligation or provision relating to the same subject matter (regardless of the relative levels of specificity), which the party has not breached shall not detract from or mitigate the fact the party is in breach of the first obligation or other provision contained in this Development Agreement.

#### **Section 14.8 Gender**

Whenever the context of this Development Agreement requires, the masculine gender includes the feminine or neuter and vice versa, and the singular number includes the plural.

**IN WITNESS WHEREOF**, the parties hereto, intending to be legally bound hereby, have duly executed and delivered this Development Agreement, as of the date of their signatures on the Summary Page of this Development Agreement.

**EXHIBIT I TO THE**  
**AREA DEVELOPMENT AGREEMENT**

Development Territory (Search Area)

For paying the Total Development Fee \$ \_\_\_\_\_

Developer has suggested, and Franchisor has approved the following Non-Exclusive Development Territory:

Developer agrees that they shall be opened for business within the Granted Territory by the date indicated in Column II below and operating at all times thereafter during the term of this Agreement not less than the cumulative minimum number of Rosati's Pizza Units listed in Column III of this Exhibit I.

**SAMPLE DEVELOPMENT SCHEDULE**

I Unit Sequence	II Latest date for Commencement of each such unit	III Cumulative Minimum Number of Units In Operation
1 <sup>st</sup> Unit	twelve months	1
2 <sup>nd</sup> Unit	twenty-four months	2
3 <sup>rd</sup> Unit	thirty-six months	3

**IN WITNESS WHEREOF**, this Development Schedule has been duly accepted, executed and delivered by each of the individuals, and guarantors listed on the Summary Page to this Development Agreement, intending to be legally bound hereby, on the Effective Date.

**EXHIBIT II TO THE AREA DEVELOPMENT AGREEMENT**  
**GUARANTY AND ASSUMPTION OF OBLIGATIONS**

THIS GUARANTY AND ASSUMPTION OF OBLIGATIONS (“Guaranty”) intending to be legally bound hereby, on the Effective Date, as shown on the Summary Page of this Area Development Agreement.

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

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

Each of the undersigned further consents and agrees it shall be a party to any of the actions or claims between Franchisor and Developer for injunctive relief or specific performance or relating to the ownership of any of Franchisor’s Marks or the unauthorized use or disclosure of Franchisor’s Trade Secrets or Confidential Information or which are to be resolved by non-binding mediation as set forth in the Agreement. Each of the undersigned also agrees to be personally bound by the waiver of jury trial as set forth in Section 23.6 of the Ongoing Franchise Agreement(s).

Whenever the context of this Guaranty requires, the masculine gender includes the feminine or neuter and vice versa, and the singular number includes the plural.

Capitalized terms not defined herein shall have the meaning set forth in the Area Development Agreement or the Ongoing Franchise Agreement.

**IN WITNESS WHEREOF**, this Guaranty has been duly executed and delivered by each of the individuals, and guarantors listed on the Summary Page to this Development Agreement, intending to be legally bound hereby, on the Effective Date.

**EXHIBIT III TO THE AREA DEVELOPMENT AGREEMENT**  
**ALL HOLDERS OF 5% OR MORE LEGAL OR BENEFICIAL INTEREST**  
**IN DEVELOPER; OFFICERS, DIRECTORS AND MANAGERS**

**Holders of Legal or Beneficial Interest:**

The Holders of 5% or more interest are listed on the Summary Page of this Development Agreement.

**Officers, Directors and Managers:**

Developer acknowledges that they must submit, within 24 hours, a training request for all Managers, Director and Officers that will work within or have ownership or direction over the Development Business. The information at minimum that must be provided is:

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

**EXHIBIT IV TO THE AREA DEVELOPMENT AGREEMENT**

**MULTI-STATE ADDENDUMS**

To Avoid Duplication in the Disclosure Document These Are Located At

Exhibit G to the Franchise Disclosure Document

On The Execution Copy the Applicable State Addendum Will Be

Located At This Exhibit IV to the Area Development Agreement

**EXHIBIT G**

**STATE ADDENDUMS**

**(ADDITIONAL INFORMATION REQUIRED BY CERTAIN STATES)**

## **ADDENDUM REQUIRED BY THE STATE OF CALIFORNIA**

In recognition of the requirements of the California Franchise Investment Law, Cal. Corp. Code 31000-31516, and the California Franchise Relations Acts, Cal. Bus. & Prof. Code 20000-20043, the Franchise Disclosure Document for Rosati's Pizza Enterprises, Inc. for use in the State of California shall be amended as follows:

1. The California Franchise Investment Law requires that a copy of all proposed agreements relating to the sale of the franchise be delivered together with the Disclosure Document;
2. Section 31125 of the California Corporation Code requires Us to give You a disclosure document in a form approved by the Department of Financial Protection & Innovation before asking You to consider a material modification of an existing Ongoing Franchise Agreement;
3. In accordance with California Rule 310.114.1(c)(3), the Franchisor, nor any person or franchise broker listed in Item 2 of the Disclosure Document is subject to any currently effective order of any national securities association or national securities exchange. As defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a *et seq.* suspending or expelling such persons from membership in that association or exchange.
4. The Ongoing Franchise Agreement requires You to execute a general release of claims upon renewal or transfer of the Ongoing Franchise Agreement. California Corporations Code Section 31512 provides that any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of that law or any rule or order is void. Section 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code Section 31000-31516). Business and Professions Code Section 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000-20043);
5. The California Business and Professions Code 20000 through 20043 provide rights to the Franchisee concerning termination, transfer or non-renewal of a franchise. If the Ongoing Franchise Agreement contains a provision that is inconsistent with the law, the law will control.
6. The Ongoing Franchise Agreement provides for termination upon bankruptcy. This provision may not be enforceable under Federal Bankruptcy Law (11 U.S.C.A. Sec. 101 *et seq.*);
7. The Ongoing Franchise Agreement contains a covenant not to compete which extends beyond the termination of the franchise. This provision may not be enforceable under California law;
8. The Ongoing Franchise Agreement contains a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable;
9. The Ongoing Franchise Agreement requires application of the laws and forum of the State of Texas. This provision may not be enforceable under California law;
10. The Ongoing Franchise Agreement requires mediation. The mediation will occur only in Williamson County, Texas. Costs will be borne equally by both parties. Prospective Franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of an Ongoing Franchise Agreement restricting venue to a forum outside the State of California;
11. The Antitrust Law Section of the Office of the California Attorney General views maximum price agreements as per se violations of the Cartwright Act. As long as this represents the law of the State of California, we will not interpret the Ongoing Franchise Agreement as

permitting or requiring maximum price limits; and

12. OUR WEBSITES HAVE NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION & INNOVATION. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION & INNOVATION at [www.dfpi.ca.gov](http://www.dfpi.ca.gov).
13. No statement, questionnaire or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.
14. Item 1 of the Franchise Disclosure Document is revised to include the following: The State of California has codified regulations specific to the food service industry. You may refer to California Plan Check Guide for Retail Food Facilities at <http://www.ccdeh.com/resources/documents/food-safety-guidelines-1/152-california-plan-check-guide-for-retail-food-facilities-2/file>. For further requirements, please see the California Retail Food Code at <http://www.cdph.ca.gov/services/Documents/fdbRFC.pdf>.

Franchisee must comply with the requirements set forth in the Alcoholic Beverage Control Act and the California Code of Regulations, Title 4 for the sale of alcoholic beverages.

15. Item 3 of the Franchise Disclosure Document is revised to include the following: Under California law, this Item does not include any information regarding the arrest of any person(s) that did not result in a conviction or a plea of nolo contendere.

Neither Rosati's Pizza Enterprises, Inc., nor any person identified in Item 2 of the Franchise Disclosure Document is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a et seq., suspending or expelling such persons from membership in such association or exchange.

16. Item 6 of the Franchise Disclosure Document is revised to include the following: Under California law, the highest rate of interest allowed is 10% annually.
17. The Franchise Agreement states that franchisee must sign a general release if franchisee transfers its franchise or renews or signs a successor Franchise Agreement. California Corporations Code § 31512 voids a waiver of franchisee's rights under the Franchise Investment Law (California Corporations Code §§ 31000 – 31516). Business and Professional Code § 20010 voids a waiver of franchisee's rights under the Franchise Relations Act (Business and Professionals Code §§ 20000 – 20043).
18. The franchisor will not enforce in California the prohibition on franchisee employing or soliciting for employment any current or former employee of franchisor or its affiliates (also known as a no-poach/non-solicitation provision) in section 7.4., 7.4.4 or 17.2, of the franchise agreement that is disclosed in Item 17, rows q and r.
19. California's Franchise Investment Law (Corporations Code sections 31512 and 31512.1) states that any provision of a franchise agreement or related document requiring the franchisee to waive specific provisions of the law is contrary to public policy and is void and unenforceable. The law also prohibits a franchisor from disclaiming or denying (i)

representations it, its employees or its agents make to you, (ii) your ability to rely on any representations it makes to you or (iii) any violations of the law.

**20. Registration of this franchise does not constitute approval, recommendation or endorsement by the Commissioner of the Department of Financial Protection and Innovation.**

**IN WITNESS WHEREOF**, Franchisee and Franchisor have executed this Amendment to the Ongoing Franchise Agreement in duplicate simultaneously with the execution of the Ongoing Franchise Agreement.

**ATTEST:**

**ROSATI'S PIZZA ENTERPRISES, INC.:**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Print Name: Darren Schmitt**

**Title:** \_\_\_\_\_

**Title: Director and Treasurer**

**ATTEST/WITNESS:**

**FRANCHISEE / DEVELOPER:**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**ADDENDUM REQUIRED BY THE STATE OF CONNECTICUT**

In recognition of the requirements of the Connecticut Business Opportunity Investment Act, Sections 36(b)-60 *et seq* and Conn. Gen. Stat. Ann. 42-133(e) to 42-133(h), the Franchise Disclosure Document for Rosati's Pizza Enterprises, Inc., for use in the State of Connecticut shall be amended as follows:

1. The Connecticut statute 42-133(f) requires that a copy of the Franchisor's Intent not to renew be given six months prior to the expiration of the current Ongoing Franchise Agreement, unless the alleged grounds are for voluntary abandonment by the Franchisee of the franchise relationship;
2. Pursuant to Connecticut statute 42-133(f)(c) upon termination of any franchise the Franchisee shall be allowed fair and reasonable compensation by the Franchisor for the Franchisee's inventory, supplies, equipment and furnishings purchased by the Franchisee from the Franchisor or its approved sources under the terms of the franchise or any ancillary or collateral agreement; however, no compensation shall be allowed for personalized items which have no value to the Franchisor;
3. No franchise entered into or renewed shall be for a term of less than three years and for successive terms of not less than three years thereafter unless cancelled, terminated or not renewed; and
4. Any waiver of the rights of a Franchisee under sections 42-133(f) or 42-133(g) which is contained in the Ongoing Franchise Agreement shall be void.

**IN WITNESS WHEREOF**, Franchisee and Franchisor have executed this Amendment to the Ongoing Franchise Agreement in duplicate simultaneously with the execution of the Ongoing Franchise Agreement.

**ATTEST:**

**ROSATI'S PIZZA ENTERPRISES, INC.:**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Print Name: Darren Schmitt**

**Title:** \_\_\_\_\_

**Title: Director and Treasurer**

**ATTEST/WITNESS:**

**FRANCHISEE / DEVELOPER:**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Title:** \_\_\_\_\_

## **ADDENDUM REQUIRED FOR HAWAII**

In recognition of the requirements of the Hawaii Franchise Investment Law, Hawaii Revised Statutes, Title 26, Chapter 482E *et seq.* the Franchise Disclosure Document for Rosati's Pizza Enterprises, Inc., is amended as follows:

1. These franchises have been filed under the Franchise Investment Law of the State of Hawaii. Filing does not constitute approval, recommendation of endorsement by the Director of Commerce and Consumer Affairs or a finding by the Director of Commerce and Consumer Affairs that the information provided herein is true, complete and not misleading;
2. The Franchise Investment Law makes it unlawful to offer or sell any franchise in this state without first providing to the prospective Franchisee or subfranchisor at least seven (7) days prior to the execution by the prospective Franchisee, of any binding franchise or other agreement or at least seven (7) days prior to the payment of any consideration by the Franchisee or subfranchisor, whichever occurs first, a copy of the Disclosure Document, together with a copy of all proposed agreements relating to the sale of the franchise;
3. The Hawaii Franchise Investment Law provides rights to Franchisee concerning non-renewal, termination and transfer of the Ongoing Franchise Agreement. If the Agreement, and more specifically Articles 4, 16, 17 and 18 contain a provision that is inconsistent with the Hawaii Franchise Investment Law, the Hawaii Franchise Investment Law will control;
4. Articles 4 and 18 require Franchisee to sign a general release as a condition of renewal and transfer of the franchise; such release shall exclude claims arising under the Hawaii Franchise Investment Law;
5. Section 16.2, which terminates the Ongoing Franchise Agreement upon the bankruptcy of Franchisee, may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101, *et seq.*);
6. This Disclosure Document contains a summary only of certain material provisions of the Ongoing Franchise Agreement. The contract or agreement should be referred to for a statement of all rights, conditions, restrictions and obligations of both the Franchisor and the Franchisee; and
7. Registered agent in the state authorized to receive service of process: Commissioner of Securities, Department of Commerce and Consumer Affairs, Business Registration Division, Securities Compliance Branch, 335 Merchant Street, Room 203, Honolulu, Hawaii 96813.

**[THIS AREA HAS BEEN INTENTIONALLY LEFT BLANK]**

**IN WITNESS WHEREOF**, Franchisee and Franchisor have executed this Amendment to the Ongoing Franchise Agreement in duplicate simultaneously with the execution of the Ongoing Franchise Agreement.

**ATTEST:**

**ROSATI'S PIZZA ENTERPRISES, INC.:**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Print Name: Darren Schmitt**

**Title:** \_\_\_\_\_

**Title: Director and Treasurer**

**ATTEST/WITNESS:**

**FRANCHISEE / DEVELOPER:**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Title:** \_\_\_\_\_

## **ADDENDUM REQUIRED BY THE STATE OF ILLINOIS**

In recognition of the requirements of the Illinois Franchise Disclosure Act of 1987, III. Comp. Stat. 705/1 to 705/44 the Franchise Disclosure Document for Rosati's Pizza Enterprises, Inc., for use in the State of Illinois shall be amended to include the following:

**Cover Page & Item 17, Additional Disclosures.** The following statements are added to the cover page and Item 17:

The Illinois Franchise Disclosure Act provides that any provision in the Ongoing Franchise Agreement which designates jurisdiction or venue in a forum outside of Illinois is void with respect to any cause of action which otherwise is enforceable in Illinois.

The Illinois Franchise Disclosure Act requires that Illinois law apply to any claim arising under the Illinois Franchise Disclosure Act.

Each provision of the Additional Disclosures shall be effective only to the extent that the jurisdictional requirements of the Illinois Franchise Disclosure Act of 1987, with respect to such provision, are met independently, without reference to this Addendum. The Additional Disclosures shall have no force or effect if such jurisdictional requirements are not met.

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**AMENDMENT TO THE ROSATI'S PIZZA ENTERPRISES, INC. ONGOING FRANCHISE AGREEMENT REQUIRED BY THE STATE OF ILLINOIS**

This Amendment to the Rosati's Ongoing Franchise Agreement dated \_\_\_\_\_ between Rosati's Pizza Enterprises, Inc., ("Franchisor") and \_\_\_\_\_ ("Franchisee") is entered into simultaneously with the execution of the Ongoing Franchise Agreement.

1. The provisions of this Amendment form an integral part of, and are incorporated into, the Ongoing Franchise Agreement. This Amendment is being executed because: a) the offer or sale of the franchise to Franchisee was made in the State of Illinois; b) Franchisee is a resident of the State of Illinois; and/or c) the franchise will be located or operated in the State of Illinois.

2. Section 22.6 is deleted and replaced with the following:

This Agreement, the documents referred to herein, and the Exhibits hereto constitute the entire, full and complete agreement between Franchisor and Franchisee concerning the subject matter hereof and shall supersede all prior agreements, no other representations (except for or other than those contained in the disclosure document) having induced Franchisee to execute this Agreement.

3. The following sentence is added to the end of Section 23.1:

Notwithstanding the foregoing, the Illinois Franchise Disclosure Act shall govern this Agreement.

4. The following sentence is added to the end of Section 23.2:

Section 4 of the Illinois Franchise Disclosure Act provides that any provision in this Agreement which designates jurisdiction or venue in a forum outside of Illinois is void with respect to any cause of action which otherwise is enforceable in Illinois.

5. The following sentence is added at the end of Section 23.4:

Section 27 of the Illinois Franchise Disclosure Act provides that causes of action under the Act must be brought within the earlier of: 3 years of the violation; 1 year after Franchisee becomes aware of the underlying facts or circumstances; or 90 days after delivery to Franchisee of a written notice disclosing the violation.

6. The following sentence is added to the end of Section 23.2:

Section 41 of the Illinois Franchise Disclosure Act states that any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of the Act is void.

7. Any capitalized terms that are not defined in this Amendment shall have the meaning given them in the Ongoing Franchise Agreement.

8. Except as expressly modified by this Amendment, the Ongoing Franchise Agreement remains unmodified and in full force and effect.
9. Exhibit 7 of the Ongoing Franchise Agreement shall have the additional language included at the bottom of the exhibit:

No statement, questionnaire or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

**IN WITNESS WHEREOF**, Franchisee and Franchisor have executed this Amendment to the Ongoing Franchise Agreement in duplicate simultaneously with the execution of the Ongoing Franchise Agreement.

**ATTEST:**

**ROSATI'S PIZZA ENTERPRISES, INC.:**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Print Name: Darren Schmitt**

**Title:** \_\_\_\_\_

**Title: Director and Treasurer**

**ATTEST/WITNESS:**

**FRANCHISEE:**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**AMENDMENT TO THE ROSATI'S PIZZA ENTERPRISES, INC. AREA DEVELOPMENT AGREEMENT REQUIRED BY THE STATE OF ILLINOIS**

This Amendment to the Rosati's Ongoing Franchise Agreement dated \_\_\_\_\_ between Rosati's Pizza Enterprises, Inc., ("Franchisor") and \_\_\_\_\_ ("Franchisee") is entered into simultaneously with the execution of the Area Development Agreement.

1. The provisions of this Amendment form an integral part of, and are incorporated into, the Development Agreement. This Amendment is being executed because: a) the offer or sale of the franchise to Developer was made in the State of Illinois; b) Developer is a resident of the State of Illinois; and/or c) the Developer will be located or operated in the State of Illinois.
2. No statement, questionnaire or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.
3. Illinois law governs the Franchise Agreement.
4. 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.
5. Your rights upon Termination and Non-Renewal of an agreement are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.
6. 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.
7. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise

**IN WITNESS WHEREOF**, Franchisee and Franchisor have executed this Amendment to the Ongoing Franchise Agreement in duplicate simultaneously with the execution of the Ongoing Franchise Agreement.

**ATTEST:**

**ROSATI'S PIZZA ENTERPRISES, INC.:**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Print Name: Darren Schmitt**

**Title:** \_\_\_\_\_

**Title: Director and Treasurer**

**ATTEST/WITNESS:**

**FRANCHISEE:**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**ADDENDUM REQUIRED BY THE STATE OF INDIANA**

In recognition of the requirements of the Indiana Franchise Disclosure Law, Indiana Code 23-2-2.5-1 to 23-2-2.5-51, and the Indiana Deceptive Franchise Practices Act, Indiana Code 23-2-2.7-1 to 23-2-2.7-7, the Franchise Disclosure Document for Rosati's Pizza Enterprises, Inc. for use in the State of Indiana shall be amended as follows:

1. The Indiana Deceptive Franchise Practices Act requires that Indiana law govern any cause of action arising under the Indiana Franchise Disclosure Law or the Indiana Deceptive Franchise Practices Act and prohibits limiting litigation brought for breach of the agreement in any manner whatsoever;
2. Item 12, "Territory," shall be amended by the addition of the following paragraph: We will not compete unfairly with You within a reasonable area;
3. The Indiana Deceptive Franchise Practices Act makes it unlawful to require a Franchisee to covenant not to compete with Rosati's Pizza Enterprises, Inc. for a period longer than three (3) years or in an area of reasonable size upon termination of or failure to renew the franchise;
4. Each provision of this Addendum to the Disclosure Document shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Indiana Franchise Disclosure Law, Indiana Code 23-2-2.5-1 to 23-2-2.5-51, and the Indiana Deceptive Franchise Practices Act, Indiana Code 23-2-2.7-1 to 23-2-2.7-7, are met independently without reference to this Addendum to the Disclosure Document;
5. Item 17p (your Death or Disability) of the Disclosure Document and Sections 16.2 and 18.6 of the Ongoing Franchise Agreement is amended to provide for a period of 180 days following disapproval to sell the Rosati's Pizza Enterprises, Inc. franchise to an assignee acceptable to Rosati's Pizza Enterprises, Inc.; and
6. Item 17v (Choice of Forum) of the Disclosure Document and Section 23.2 of the Ongoing Franchise Agreement (Exhibit G) is amended to provide that litigation may occur in the State of Indiana.

**IN WITNESS WHEREOF**, Franchisee and Franchisor have executed this Amendment to the Ongoing Franchise Agreement in duplicate simultaneously with the execution of the Ongoing Franchise Agreement.

**ATTEST:**

**ROSATI'S PIZZA ENTERPRISES, INC.:**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Print Name: Darren Schmitt**

**Title:** \_\_\_\_\_

**Title: Director and Treasurer**

**ATTEST/WITNESS:**

**FRANCHISEE / DEVELOPER:**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**ADDENDUM REQUIRED BY THE STATE OF MARYLAND**

**Item 17, Additional Disclosures.** The following statements are added to Item 17:

The Ongoing Franchise Agreements provide for termination upon bankruptcy. These provisions may not be enforceable under federal bankruptcy law.

Item 17(c) is amended to include: The General Release required as a condition of renewal, sale, and/or assignment/transfer *shall not apply* to any liability under the Maryland Franchise Registration and Disclosure Law.

Item 17(u), (v) and (w) are amended to include: A Franchisee in Maryland may sue in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

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**AMENDMENT TO THE ROSATI'S PIZZA ENTERPRISES, INC. ONGOING FRANCHISE AGREEMENT REQUIRED BY THE STATE OF MARYLAND**

This Amendment to the ROSATI'S PIZZA ENTERPRISES, INC. Ongoing Franchise Agreement dated \_\_\_\_\_ between ROSATI'S PIZZA ENTERPRISES, INC., (“Franchisor”) and \_\_\_\_\_ (“Franchisee”) is entered into simultaneously with the execution of the Ongoing Franchise Agreement.

1. The provisions of this Amendment form an integral part of, and are incorporated into, the Ongoing Franchise Agreement. This Amendment is being executed because: a) the offer or sale of the franchise to Franchisee was made in the State of Maryland; b) Franchisee is a resident of the State of Maryland; and/or c) the franchise will be located or operated in the State of Maryland.

2. The following sentence is added to the end of Initial Fees, Section 3.1:

Based upon the franchisor’s financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the Ongoing Franchise Agreement.

3. The following is added to the end of Renewals, Section 4.2:

The general release required as a condition of renewal, sale, and/or transfer/assignment shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

4. All representations requiring prospective franchisees to assent to a release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

5. The following sentence is added to the end of Choice of Law, Section 23.1:

Notwithstanding the foregoing, the Maryland Franchise Registration and Disclosure Law shall govern this Agreement.

6. The following sentence is added to the end of Consent to Jurisdiction, Section 23.2:

A Franchisee in Maryland may sue in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

7. The following sentence is added at the end of Limitations of Claims, Section 23.4:

Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

8. Any capitalized terms that are not defined in this Amendment shall have the meaning given them in the Ongoing Franchise Agreement.

9. Except as expressly modified by this Amendment, the Ongoing Franchise Agreement remains unmodified and in full force and effect.

**IN WITNESS WHEREOF**, Franchisee and Franchisor have executed this Amendment to the Ongoing Franchise Agreement in duplicate simultaneously with the execution of the Ongoing Franchise Agreement.

**ATTEST:**

**ROSATI'S PIZZA ENTERPRISES, INC.:**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Print Name: Darren Schmitt**

**Title:** \_\_\_\_\_

**Title: Director and Treasurer**

**ATTEST/WITNESS:**

**FRANCHISEE:**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**AMENDMENT TO THE ROSATI'S PIZZA ENTERPRISES, INC. FRANCHISE DEVELOPMENT AGREEMENT REQUIRED BY THE STATE OF MARYLAND**

This Amendment to the Rosati's Pizza Enterprises, Inc. Ongoing Franchise Agreement dated \_\_\_\_\_ between Rosati's Pizza Enterprises, Inc., ("Franchisor") and \_\_\_\_\_ ("Developer") is entered into simultaneously with the execution of the Area Development Agreement.

1. The provisions of this Amendment form an integral part of, and are incorporated into, the Area Development Agreement. This Amendment is being executed because: a) the offer or sale of the franchise to Developer was made in the State of Maryland; b) Developer is a resident of the State of Maryland; and/or c) the franchises will be located or operated in the State of Maryland.

2. The following sentence is added to the end of Transfer by Developer to a Third-party, Section 7.2:

This Section is not intended to, nor shall it act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law. The general release required as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

3. The following sentence is added to the end of Transfer to a Controlled Entity, Section 7.3:

This release shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

4. The following sentence is added to the end of Choice of Law, Section 13.1:

Notwithstanding the foregoing, the Maryland Franchise Registration and Disclosure Law shall govern this Agreement.

5. The following sentence is added to the end of Consent to Jurisdiction, Section 13.2:

A Developer in Maryland may sue in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

6. The following sentence is added at the end of Limitations of Claims, Section 13.4:

Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the development.

7. Any capitalized terms that are not defined in this Amendment shall have the meaning given them in the Area Development Agreement.

8. Except as expressly modified by this Amendment, the Area Development Agreement remains unmodified and in full force and effect.

**IN WITNESS WHEREOF**, Franchisee and Franchisor have executed this Amendment to the Area Development Agreement in duplicate simultaneously with the execution of the Area Development Agreement.

**ATTEST:**

**ROSATI'S PIZZA ENTERPRISES, INC.:**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Print Name: Darren Schmitt**

**Title:** \_\_\_\_\_

**Title: Director and Treasurer**

**ATTEST/WITNESS:**

**DEVELOPER:**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Title:** \_\_\_\_\_

## **ADDENDUM REQUIRED BY THE STATE OF MICHIGAN**

In recognition of the requirements of the Michigan Franchise Investment Law, which prohibits certain unfair provisions that are sometimes in franchise documents, if any of the below provisions are contained within the Franchise Disclosure Document for Rosati's Pizza Enterprises, Inc., for use in the State of Michigan those provisions are void and cannot be enforced against You:

1. A prohibition of your right to join an association of Franchisees;
2. A requirement that You assent to a release, assignment, novation, waiver or estoppel that deprives You of rights and protections provided in this act. This shall not preclude You, after entering into a Ongoing Franchise Agreement, from settling any and all claims;
3. A provision that permits Us to terminate a franchise prior to the expiration of this term except for good cause. Good cause shall include your failure to comply with any lawful provision of the Ongoing Franchise Agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure such failure;
4. A provision that permits Us to refuse to renew a franchise without fairly compensating You by repurchase or other means for the fair market value at the time of expiration of your inventory, supplies, equipment, fixtures and furnishings. Personalized materials that have no value to Us and inventory, supplies, equipment, fixtures and furnishings not reasonably required in the conduct of the Franchised Business are not subject to compensation. This subsection applies only if: (a) the term of the franchise is less than 5 years, and (b) You are prohibited by the Ongoing Franchise Agreement or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising or other commercial symbol in the same area subsequent to the expiration of the franchise or You do not receive at least 6 months advance notice of our intent not to renew the franchise;
5. A provision that permits Us to refuse to renew a franchise on terms generally available to other Franchisees of the same class or type under similar circumstances. This section does not require a renewal provision;
6. A provision requiring that arbitration or litigation be conducted outside this state. This shall not preclude the Franchisee from entering into an agreement, at the time of arbitration or litigation, to conduct arbitration or litigation at a location outside this state;
7. A provision that permits Us to refuse to permit a transfer of ownership of a franchise, except for good cause. The subdivision does not prevent Us from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:
  - a. The failure of the proposed Transferee to meet our then-current reasonable qualifications or standards;
  - b. The fact that the proposed Transferee is our or subfranchisor's competitor;
  - c. The unwillingness of the proposed Transferee to agree in writing to comply with all lawful obligations;

d. Your or proposed Transferee's failure to pay Us any sums or to cure any default in the Ongoing Franchise Agreement existing at the time of the proposed transfer;

8. A provision that requires You to resell to Us items that are not uniquely identified with Us. This subdivision does not prohibit a provision that grants Us a Right of First Refusal to purchase the assets of a franchise on the same terms and conditions as a bona fide third-party willing and able to purchase those assets, nor does this subdivision prohibit a provision that grants Us the right to acquire the assets of a franchise for the market or appraised value and has failed to cure the breach in the manner provided in subdivision (C) of Section 445.1527 of the Michigan Compiled Laws;

9. A provision that permits Us to directly or indirectly convey, assign or otherwise transfer our obligations to fulfill contractual obligations to You unless a provision has been made for providing the required contractual services;

10. If our most recent financial statements are unaudited and show a net worth of less than \$100,000.00, You may request that We arrange for the escrow of initial investment and other funds You paid until our obligations, if any, to provide real estate, improvements, equipment, inventory, training or other items included in the franchise offering are fulfilled. At our option, a surety bond may be provided in place of escrow; and

11. THE FACT THAT THERE IS A NOTICE OF THIS OFFERING ON FILE WITH THE ATTORNEY GENERAL DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENFORCEMENT BY THE ATTORNEY GENERAL. Any questions regarding this notice should be directed to: State of Michigan, Consumer Protection Division, Attention: Franchise Bureau, 670 Law Building, Lansing, MI 48913, (517) 373-7117.

**IN WITNESS WHEREOF**, Franchisee and Franchisor have executed this Amendment to the Ongoing Franchise Agreement in duplicate simultaneously with the execution of the Ongoing Franchise Agreement.

**ATTEST:**

**ROSATI'S PIZZA ENTERPRISES, INC.:**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Print Name: Darren Schmitt**

**Title:** \_\_\_\_\_

**Title: Director and Treasurer**

**ATTEST/WITNESS:**

**FRANCHISEE / DEVELOPER:**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Title:** \_\_\_\_\_

## **ADDENDUM REQUIRED BY THE STATE OF MINNESOTA**

In recognition of the requirements of the Minnesota Franchises Law, Minn. Stat. 80C.01 through 80C.22, and of the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce, Minn. Rules 2860.0100 through 2860.9930, the Franchise Disclosure Document for Rosati's Pizza Enterprises, Inc., for use in the State of Minnesota shall be amended as follows:

1. Minnesota Statute 80C.21 and Minnesota Rule 2860.4400J prohibit Us from requiring litigation to be conducted outside Minnesota. In addition, nothing in the Disclosure Document or Ongoing Franchise Agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C or your rights to any procedure, forum or remedies provided for by the laws of the jurisdiction;
2. With respect to franchises governed by Minnesota law, the Rosati's Pizza Enterprises, Inc. will comply with Minnesota Statutes Sec. 80C.14, Subs, 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 Ongoing Franchise Agreement;
3. Minnesota Rule 2860.4400D prohibits Us from requiring You to assent to a release, assignment, novation or waiver that would relieve any person from liability imposed by Minnesota Statute §§80C.01-80C.22; and
4. Each provision of this Addendum shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Minnesota Franchises Law or the Rules and Regulations promulgated thereunder by the Minnesota Commission of Commerce are met independently without reference to this Addendum to the Disclosure Document.

**[THIS AREA HAS BEEN INTENTIONALLY LEFT BLANK]**

**AMENDMENT TO THE ONGOING FRANCHISE AGREEMENT REQUIRED BY THE STATE OF MINNESOTA**

This Amendment to the Rosati's Pizza Enterprises, Inc. Ongoing Franchise Agreement dated \_\_\_\_\_ between Rosati's Pizza Enterprises, Inc., ("Franchisor") and \_\_\_\_\_ ("Franchisee") is entered into simultaneously with the execution of the Ongoing Franchise Agreement.

1. The provisions of this Amendment form an integral part of, and are incorporated into, the Ongoing Franchise Agreement. This Amendment is being executed because: a) the offer or sale of the franchise to Franchisee was made in the State of Minnesota; b) Franchisee is a resident of the State of Minnesota; and/or c) the franchise will be located or operated in the State of Minnesota.

2. Section 22.6 is deleted and replaced with the following:

This Agreement, the documents referred to herein, and the Exhibits hereto constitute the entire, full and complete agreement between Franchisor and Franchisee concerning the subject matter hereof and shall supersede all prior agreements, no other representations (except for or other than those contained in the Disclosure Document) having induced Franchisee to execute this Agreement.

3. The following sentence is added to the end of Section 23.1:

Notwithstanding the foregoing, the Minnesota Franchise Act shall govern this Agreement.

4. The following sentence is added to the end of Section 18.2:

Notwithstanding the foregoing, Franchisee will not be required to assent to a release, assignment, novation or waiver that would relieve any person from liability imposed by Minnesota Statute §§ 80C.01-80C.22.

5. The following sentence is added to the end of Sections 16.2 and 18.2:

With respect to franchises governed by Minnesota law, the Franchisor will comply with Minnesota Statutes Sec. 80C.14, Subs, 3, 4, and 5 which require, (except in certain specified cases) (1) that a Franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the Ongoing Franchise Agreement and (2) that consent to the transfer of the franchise will not be unreasonably withheld.

6. The following sentence is added at the end of Section 18.2:

Under Minnesota Rule 2860.4400J, certain liquidated damages clauses are unenforceable.

7. The following sentence is added to the end of Section 23.2:

Minnesota Statute §80C.21 and Minnesota Rule 2860.4400J prohibit Franchisor from requiring litigation to be conducted outside Minnesota. In addition, nothing in this Agreement can abrogate or reduce 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.

The Franchisee cannot consent to the Franchisor obtaining injunctive relief. The Franchisor may seek injunctive relief. See Minn. Rules 2860.4400J.

8. Any capitalized terms that are not defined in this Amendment shall have the meaning given them in the Ongoing Franchise Agreement.
9. Except as expressly modified by this Amendment, the Ongoing Franchise Agreement remains unmodified and in full force and effect.

**IN WITNESS WHEREOF**, Franchisee and Franchisor have executed this Amendment to the Ongoing Franchise Agreement in duplicate simultaneously with the execution of the Ongoing Franchise Agreement.

**ATTEST:**

**ROSATI'S PIZZA ENTERPRISES, INC.:**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Print Name: Darren Schmitt**

**Title:** \_\_\_\_\_

**Title: Director and Treasurer**

**ATTEST/WITNESS:**

**FRANCHISEE:**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**AMENDMENT TO THE ONGOING FRANCHISE AGREEMENT AS REQUIRED BY THE STATE OF NEW YORK**

This Amendment to the Rosati's Pizza Enterprises, Inc. Ongoing Franchise Agreement dated \_\_\_\_\_ between Rosati's Pizza Enterprises, Inc., ("Franchisor") and \_\_\_\_\_ ("Franchisee") is entered into simultaneously with the execution of the Ongoing Franchise Agreement.

In recognition of the requirements of the General Business Law of the State of New York, Article 3, Section 687 and Article 33, Sections 680-695, and the Codes, Rules, and Regulations of the State of New York, Title 13, Chapter VII, Section 200.1 through 201.16, the Franchise Disclosure Document for Rosati's Pizza Enterprises, Inc., for use in the State of New York shall be amended as follows:

1. The following information is added to the cover page of the Franchise Disclosure Document:

**INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR SOURCES OF INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THE FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND THE APPROPRIATE STATE OR PROVINCIAL AUTHORITY. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.**

2. The following is added at the end of Item 3:

Except as provided above, with regard to the franchisor, its predecessor, a person identified in Item 2 or an affiliate offering franchises under the franchisor's principal trademark:

A. No such party has an administrative, criminal or civil action pending against that person alleging: a felony, a violation of a franchise, antitrust or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices or comparable civil or misdemeanor allegations.

B. No such party has pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature or financial condition of the franchise system or its business operations.

C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10 year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud or securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.

D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise or under a Federal, State or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

3. The following is added to the end of the “Summary” sections of Item 17(c), titled “**Requirements for franchisee to renew or extend**,” and Item 17(m), entitled “**Conditions for franchisor approval of transfer**”:

However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of General Business Law Sections 687(4) and 687(5) be satisfied.

4. The following language replaces the “Summary” section of Item 17(d), titled “**Termination by franchisee**”:

You may terminate the agreement on any grounds available by law.

5. The following is added to the end of the “Summary” sections of Item 17(v), titled “**Choice of forum**,” and Item 17(w), titled “**Choice of law**”:

The foregoing choice of law should not be considered a waiver of any right conferred upon the franchisor or upon the franchisee by Article 33 of the General Business Law of the State of New York.

6. Franchise Questionnaires and Acknowledgements—No statement, questionnaire or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

7. Receipts--Any sale made must be in compliance with § 683(8) of the Franchise Sale Act (N.Y. Gen. Bus. L. § 680 et seq.), which describes the time period a Franchise Disclosure Document (offering prospectus) must be provided to a prospective franchisee before a sale may be made. New York law requires a franchisor to provide the Franchise Disclosure Document at the earlier of the first personal meeting, ten (10) business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

**IN WITNESS WHEREOF**, Franchisee and Franchisor have executed this Amendment to the Ongoing Franchise Agreement in duplicate simultaneously with the execution of the Ongoing Franchise Agreement.

**ATTEST:**

**ROSATI'S PIZZA ENTERPRISES, INC.:**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Print Name: Darren Schmitt**

**Title:** \_\_\_\_\_

**Title: Director and Treasurer**

**ATTEST/WITNESS:**

**FRANCHISEE / DEVELOPER:**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Title:** \_\_\_\_\_

## **ADDENDUM REQUIRED BY THE STATE OF NORTH DAKOTA**

In recognition of the requirements of the North Dakota Franchise Investment Law, N.D. Cent. Code 51-19-01 through 51-19-17, and the policies of the Office of the State of North Dakota Securities Commission, the Franchise Disclosure Document for Rosati's Pizza Enterprises, Inc. for use in the State of North Dakota shall be amended as follows:

1. Item 17(r), (Non-Competition Covenants), of the Disclosure Document, Sections 2.5, and 17.2 and Exhibit 2 of the Ongoing Franchise Agreement disclose the existence of certain covenants restricting competition to which the Franchisee must agree. The Securities Commissioner of the State of North Dakota has held that covenants restricting competition, contrary to Section 9-08-06 of the North Dakota Century Code, without further disclosing that such covenants may be subject to this statute, are unfair, unjust or inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. Covenants not to compete such as those referenced above are generally considered unenforceable in the State of North Dakota;
2. Item 17(v), (Choice of Forum) of the Disclosure Document and Section 23.2, of the Ongoing Franchise Agreement provide that Franchisees must consent to the jurisdiction of the District Court of Florida. The Securities Commissioner of the State of North Dakota has held that requiring Franchisees to consent to jurisdiction of courts outside of North Dakota is unfair, unjust or inequitable within the intent of Section 51-19-09 of the North Dakota Investment Law, therefore, this provision is void and of no effect in the State of North Dakota;
3. Item 17(w), (Choice of Law) of the Disclosure Document and Section 23.1, of the Ongoing Franchise Agreement provide that Florida law governs the Ongoing Franchise Agreement. The Securities Commissioner of the State of North Dakota has held that Ongoing Franchise Agreements which specify that they are to be governed by the laws of a state other than North Dakota are unfair, unjust or inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law, therefore, this provision is void and of no effect in the State of North Dakota;
4. Sections 23.2 and 23.7 of the Ongoing Franchise Agreement provides that Franchisees must consent to the jurisdiction of the Florida. The Securities Commissioner of the State of North Dakota has held that requiring Franchisees to consent to jurisdiction of courts outside of North Dakota is unfair, unjust or inequitable within the intent of Section 51-19-09 of the North Dakota Investment Law. The site of mediation or arbitration shall be agreeable to all parties; therefore, this provision is amended to provide that the state of mediation or arbitration shall be agreeable to all parties;
5. Section 23.5 of the Ongoing Franchise Agreement stipulates that the Franchisee shall pay all costs and expenses incurred by the Rosati's Pizza Enterprises, Inc. in enforcing the Ongoing Franchise Agreement. The Securities Commissioner of the State of North Dakota has determined this to be unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. Therefore, the referenced section of the Ongoing Franchise Agreement is amended to provide that the prevailing party in any enforcement action is entitled to recover all costs and expenses, including attorney fees;
6. Section 23.5 of the Ongoing Franchise Agreement requires the Franchisee to consent to a waiver of exemplary and punitive damages. The Securities Commissioner of the State of North Dakota has determined this to be unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law, therefore, this portion of Section 23.5 is void and of no effect in the State of North Dakota;
7. Section 17.9 of the Ongoing Franchise Agreement stipulates that the Franchisee shall pay liquidated damages to Rosati's Pizza Enterprises, Inc. if the Ongoing Franchise Agreement in terminated early.

The Securities Commissioner of the State of North Dakota has determined this to be unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. Therefore, the referenced section of the Ongoing Franchise Agreement is amended to provide that Rosati's Pizza Enterprises, Inc. is entitled to recover all costs and expenses, including attorney fees allowable by law;

8. Section 23.6 of the Ongoing Franchise Agreement stipulates that the Franchisee shall agree to a Waiver of Jury Trial. The Securities Commissioner of the State of North Dakota has determined this to be unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. Therefore, the referenced section of the Ongoing Franchise Agreement is void and of no effect in the State of North Dakota;
9. Section 4.2 of the Ongoing Franchise Agreement requires the Franchisee to sign a general release upon renewal of the Ongoing Franchise Agreement. The Securities Commissioner of the State of North Dakota has determined this to be unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. Therefore, the referenced section of the Ongoing Franchise Agreement is void and of no effect in the State of North Dakota;
10. Section 23.4 of the Ongoing Franchise Agreement requires a limitation of Claims. The Securities Commissioner of the State of North Dakota has determined this to be unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. Therefore, the referenced section of the Ongoing Franchise Agreement is amended to provide that the statute of limitations under North Dakota law applies; and
11. Each provision of this Addendum shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the North Dakota Franchise Investment Law are met independently referenced to this Addendum to the Disclosure Document

**IN WITNESS WHEREOF**, Franchisee and Franchisor have executed this Amendment to the Ongoing Franchise Agreement in duplicate simultaneously with the execution of the Ongoing Franchise Agreement.

**ATTEST:**

**ROSATI'S PIZZA ENTERPRISES, INC.:**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Print Name: Darren Schmitt**

**Title:** \_\_\_\_\_

**Title: Director and Treasurer**

**ATTEST/WITNESS:**

**FRANCHISEE / DEVELOPER:**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**ADDENDUM REQUIRED BY THE STATE OF RHODE ISLAND**

In recognition of the requirements of the Rhode Island Franchise Investment Act, 19-28.1-1 through 19-28.1-34, the Franchise Disclosure Document of Rosati's Pizza Enterprises, Inc. for use in the State of Rhode Island shall be amended as follows:

1. Item 17, "Renewal, Termination, Transfer and Dispute Resolution," shall be amended by Section 19-28.1-14 of the Rhode Island Franchise Investment Act which provides that "A provision in an Ongoing Franchise Agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act"; and
2. Each provision of this Addendum shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Rhode Island Franchise Investment Act 19-28.1-1 through 19-28.1-34, are met independently without reference to this Addendum to the Disclosure Document.

**IN WITNESS WHEREOF**, Franchisee and Franchisor have executed this Amendment to the Ongoing Franchise Agreement in duplicate simultaneously with the execution of the Ongoing Franchise Agreement.

**ATTEST:**

**ROSATI'S PIZZA ENTERPRISES, INC.:**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Print Name: Darren Schmitt**

**Title:** \_\_\_\_\_

**Title: Director and Treasurer**

**ATTEST/WITNESS:**

**FRANCHISEE / DEVELOPER:**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Title:** \_\_\_\_\_

## **ADDENDUM REQUIRED BY THE STATE OF SOUTH DAKOTA**

In recognition of the requirements of the South Dakota Franchises for Brand-Name Goods and Services Law, S.D. Codified Laws 37-5B-01 through 37-5B-53, the Franchise Disclosure Document for Rosati's Pizza Enterprises, Inc., for use in the State of South Dakota shall be amended as follows:

1. Item 17 of the Disclosure Document and Section 17.2 of the Ongoing Franchise Agreement are amended by the addition of the following language to the original language that appears therein: "Covenants not to compete upon termination or expiration of an Ongoing Franchise Agreement are generally unenforceable in South Dakota, except in certain instances as provided by law." To the extent this Addendum shall be deemed to be inconsistent with any terms or conditions of said Ongoing Franchise Agreement or Exhibits or Attachments thereto, the terms of this Addendum shall govern.
2. Item 17(e) & (f) (Termination without Cause & with Cause) of the Disclosure Document and Sections 16.2 and 16.3 of the Ongoing Franchise Agreement are amended by the following language: South Dakota law provides for a thirty Day (30) notice to cure any default prior to termination, including the non-payment of royalty and service fees, amount due for purchases from the Company or its affiliates or other payments due to the Company.
3. Section 23.1 of the Ongoing Franchise Agreement are amended by the addition of the following language to the original language that appears therein: "The law regarding franchise registration, employment, covenants not to compete, and other matters of local concern will be governed by the laws of the State of South Dakota; but as to contractual and all other matters, this Agreement and all provisions of this instrument will be and remain subject to the application, construction, enforcement, and interpretation under the governing law of Texas."
4. Section 23.7 of the Ongoing Franchise Agreement is amended by the addition of the following language to the original language that appears therein: "In the event that either party shall make demand for mediation, such mediation shall be conducted in a mutually agreed upon site. The mediation proceeding shall take place in Williamson County, Texas. In connection with any mediation proceeding the provisions of Rule 408 of the Federal Rules of Evidence shall apply."
5. Each provision of this Addendum shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the South Dakota Franchises Brand-Name Goods and Services Law are met independently without reference to this Addendum to the Disclosure Document.

**[THIS AREA HAS BEEN INTENTIONALLY LEFT BLANK]**

**IN WITNESS WHEREOF**, Franchisee and Franchisor have executed this Amendment to the Ongoing Franchise Agreement in duplicate simultaneously with the execution of the Ongoing Franchise Agreement.

**ATTEST:**

**ROSATI'S PIZZA ENTERPRISES, INC.:**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Print Name: Darren Schmitt**

**Title:** \_\_\_\_\_

**Title: Director and Treasurer**

**ATTEST/WITNESS:**

**FRANCHISEE / DEVELOPER:**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**ADDENDUM REQUIRED BY THE COMMONWEALTH OF VIRGINIA**

In recognition of the requirements of Virginia Franchise Protections laws, the Ongoing Franchise Agreement for Rosati's Pizza Enterprises, Inc., for use in the State of Virginia shall be amended as follows:

1. Section 16.2, which terminates the Ongoing Franchise Agreement upon the bankruptcy of Franchisee, may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101, *et seq.*);
2. The Virginia State Corporation Commission's Division of Securities and Retail Franchising requires Us to defer payments of the Initial Fee and other Initial Payments owed by Franchisees to the Franchisor until the Franchisor has completed its pre-opening obligations under the Ongoing Franchise Agreement; and
3. Additional Disclosure: The following statements are added to Item 17.h. Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a Franchisor to cancel a franchise without reasonable cause. If any ground for default or termination stated in the Ongoing Franchise Agreement does not constitute "reasonable cause," as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.

**IN WITNESS WHEREOF**, Franchisee and Franchisor have executed this Amendment to the Ongoing Franchise Agreement in duplicate simultaneously with the execution of the Ongoing Franchise Agreement.

**ATTEST:**

**ROSATI'S PIZZA ENTERPRISES, INC.:**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Print Name: Darren Schmitt**

**Title:** \_\_\_\_\_

**Title: Director and Treasurer**

**ATTEST/WITNESS:**

**FRANCHISEE / DEVELOPER:**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT AS REQUIRED BY THE STATE OF WASHINGTON**

In recognition of the requirements of the Washington Franchise Investment Protection Act, Wash. Rev. Code 19.100.180 to 19.100.190, the Franchise Disclosure Document for Rosati's Pizza Enterprises, Inc., for use in the State of Washington shall be amended as follows:

1. Notwithstanding anything herein to the contrary, the Washington Franchise Investment Protection Act provides:
  - a. That mediation sites or venue in the State of Washington, shall be in a mutually agreed upon place or as determined by the mediator at the time of mediation.
  - b. That a Franchisee may not waive any rights under the Washington Franchise Investment Protection Act.
  - c. That Transfer Fees to be imposed are permissible only to the extent that they compensate for expenses incurred by the Franchisor as a result of the transfer.
  - d. That in the event of a conflict of law the provisions of the Washington Franchise Investment Protection Act shall prevail.
  - e. All representations requiring prospective franchisees to assent to a release, estoppel or waiver of liability are not intended to, nor shall they act as, a release, estoppel or waiver of any liability incurred under applicable state law.
2. Each provision of this Addendum shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Washington Franchise Investment Protection Act, Wash. Rev. Code 19.100.180 to 19.100.190, are met independently without reference to this Addendum to the Disclosure Document.

**IN WITNESS WHEREOF**, Franchisee and Franchisor have executed this Amendment to the Franchise Disclosure Document in duplicate simultaneously with the execution of the Ongoing Franchise Agreement.

**ATTEST:**

**ROSATI'S PIZZA ENTERPRISES, INC.:**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Print Name: Darren Schmitt**

**Title:** \_\_\_\_\_

**Title: Director and Treasurer**

**ATTEST/WITNESS:**

**FRANCHISEE / DEVELOPER:**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**ADDENDUM TO THE ONGOING FRANCHISE AGREEMENT AS REQUIRED BY THE STATE OF WASHINGTON**

The state of Washington has a statute, RCW 19.100.180 which may supersede the Franchise Agreement for Rosati's Pizza Enterprises, Inc. in your relationship with the Franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the Ongoing Franchise Agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

In any arbitration or mediation involving a franchise purchased in Washington, the arbitration site shall be either in the state of Washington or in a place mutually agreed upon at the time of the arbitration or as determined by the arbitrator.

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW shall prevail.

A release, estoppel or waiver of rights executed by a franchisee shall not include rights under the Washington Franchise Investment Protection Act except when executed pursuant to a negotiated settlement after the Agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, rights or remedies under the Act such as a right to a jury trial may not be enforceable.

Transfer fees are collectable to the extent that they reflect the Franchisor's reasonable estimated or actual costs in effecting a transfer.

Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed \$100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed \$250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the Franchise Agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

RCW 49.62.060 prohibits a Franchisor from restricting, restraining or prohibiting a franchisee from (i) soliciting or hiring any employee of a Franchisee of the same Franchisor or (ii) soliciting or hiring any employee of the Franchisor. As a result, any such provisions contained in the Franchise Agreement or elsewhere are void and unenforceable in Washington.

**IN WITNESS WHEREOF**, Franchisee and Franchisor have executed this Amendment to the Ongoing Franchise Agreement in duplicate simultaneously with the execution of the Ongoing Franchise Agreement.

**ATTEST:**

**ROSATI'S PIZZA ENTERPRISES, INC.:**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Print Name: Darren Schmitt**

**Title:** \_\_\_\_\_

**Title: Director and Treasurer**

**ATTEST/WITNESS:**

**FRANCHISEE / DEVELOPER:**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**ADDENDUM REQUIRED BY THE STATE OF WISCONSIN**

In recognition of the requirements of the Wisconsin Department of Financial Institutions Sections 31.01 to 32.07 and Wis. Stat. 553.27(4), the Franchise Disclosure Document for Rosati's Pizza Enterprises, Inc., for use in the State of Wisconsin shall be amended as follows:

3. The Wisconsin Department of Financial Institutions Sections 31.01 to 32.07 applies to most, if not all, Ongoing Franchise Agreements and prohibits the Termination, Cancellation, Non-Renewal or substantial change of the competitive circumstances of an Ongoing Franchise Agreement without good cause. The Law further provides that 90 days prior written notice of the proposed termination, etc. must be given to the Franchisee. The Franchisee has 60 days to cure the deficiency and if the deficiency is so cured, the notice is void. Section 23.1 of the Disclosure Document and the corresponding section of the Franchisor License Agreement should state that the Wisconsin Department of Financial Institutions Sections 31.01 to 32.07 laws supersedes any provisions contained in the Franchise or License Agreement that are inconsistent with that law; and
4. Each provision of this Addendum shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Wisconsin Department of Financial Institutions law are met independently without reference to this Addendum to this Disclosure Document.

**IN WITNESS WHEREOF**, Franchisee and Franchisor have executed this Amendment to the Ongoing Franchise Agreement in duplicate simultaneously with the execution of the Ongoing Franchise Agreement.

**ATTEST:**

**ROSATI'S PIZZA ENTERPRISES, INC.:**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Print Name: Darren Schmitt**

**Title:** \_\_\_\_\_

**Title: Director and Treasurer**

**ATTEST/WITNESS:**

**FRANCHISEE / DEVELOPER:**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**EXHIBIT H  
TO FRANCHISE DISCLOSURE DOCUMENT  
ROSATI'S PIZZA ENTERPRISES, INC.  
CONFIDENTIALITY AGREEMENT**



**By and Between**

**ROSATI'S PIZZA ENTERPRISES, INC.  
FRANCHISOR**

**AND**

\_\_\_\_\_, **PROSPECT**

## CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement, made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Rosati's Pizza Enterprises, Inc., a Texas Corporation formed and operating under the laws of the State of Texas, having its principal place of business at 1320 Arrow Point Drive Ste 50190, Cedar Park, TX 78613 ("Franchisor") and \_\_\_\_\_ all jointly and severally, of \_\_\_\_\_ (Hereinafter ("Prospect")).

**WHEREAS**, Franchisor has developed and owns a unique system relating to the establishment and operation of businesses whose purpose is to provide pizza and Italian food industry services. Rosati's Franchisees provide a pizzeria restaurant featuring pizza, calzones, wings, pastas, Italian sandwiches, appetizers, salads, Cannoli's and Zeppole's;

**WHEREAS**, Prospect and Franchisor have entered into discussions which may involve the disclosure to Prospect of the proprietary information of Franchisor.

**NOW, THEREFORE**, the parties, in consideration of the undertakings and commitments of each party to the other, hereby agree as follows:

1. Proprietary Information/Confidential Treatment. During the course of business dealings between the parties, certain of the confidential information of Franchisor will be disclosed to Prospect. Prospect or any of its employees, shall not for any reason or purpose whatsoever, use for its personal benefit or disclose, communicate or divulge to or use for the benefit, direct or indirect, of any person, firm, association or corporation other than Prospect, any knowledge of confidential information which is proprietary to Franchisor ("Proprietary Information"). All Proprietary Information shall be the sole property of Franchisor and its assigns, and Prospect hereby assigns to Franchisor any rights it has or may acquire in such Proprietary Information. Prospect will have access to and become acquainted with various trade secrets and trade sources, consisting of patterns, operational systems and compilations of information, records, and specifications which are owned by Franchisor and which are regularly used in the operation of a franchised business. Prospect shall not disclose any of the aforesaid trade secrets, directly or indirectly or use them in any way, at any time, except as required in the course of business dealings between Franchisor and Prospect.
2. Injunctive Relief. Any breach of provisions of this Agreement shall cause irreparable harm to Franchisor, and therefore, in the event of a breach or threatened breach of the provisions of this Confidentiality Agreement, Franchisor shall be entitled to an injunction restraining Prospect from disclosing or appropriating in whole or in part, the Proprietary Information or from rendering any services to any person, firm, corporation, association or other entity to whom such confidential information, in whole or in part, has been disclosed or is threatened to be disclosed. Nothing herein shall be construed as prohibiting Franchisor from pursuing any other remedies available for such breach or threatened breach, including the recovery of damages or liquidated damages in the amount of Twenty Thousand Dollars and 00/100 (\$20,000.00) for each such breach, whichever is deemed higher by a court of law.

IN WITNESS WHEREOF, the parties hereunder have duly executed, sealed and delivered this Agreement on the day and year set forth above.

**FRANCHISOR: ROSATI'S PIZZA  
ENTERPRISES, INC.**

**PROSPECT(S)**

**By: Darren Schmitt**

**By:** \_\_\_\_\_

**Its: Director and Treasurer**

**Name, Its:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Name, Its:** \_\_\_\_\_

**EXHIBIT I**  
**TO FRANCHISE DISCLOSURE DOCUMENT**  
**ROSATI'S PIZZA ENTERPRISES, INC. LIST OF STATE ADMINISTRATORS**

Listed here are the names, addresses and telephone numbers of the state agencies having responsibility for franchising disclosure and registration laws and for service of process. We may not yet be registered to sell franchises in any or all of these states. There may also be additional agents appointed in some of the states listed

**California**

*(State Administrator)*

Department of Financial Protection and  
Innovation:  
320 West 4th Street, Suite 750  
Los Angeles, CA 90013  
(213) 576-7500 Toll Free (866) 275-2677

*(Agent for Service of Process)*

Department of Financial Protection and  
Innovation:  
One Sansome Street, Suite 600  
San Francisco, CA 94104  
(415) 972-8559

**Hawaii**

*(State Administrator)*

Business Registration Division  
Commissioner of Commerce and Consumer  
Affairs  
335 Merchant Street, Room 203  
Honolulu, Hawaii 96813  
(808) 586-2722

*(Agent for Service of Process)*

Department of Commerce & Consumer Affairs  
335 Merchant Street, Room 203  
Honolulu, HI 96813  
(808) 586-2722

**Indiana**

*(State Administrator)*

Indiana Secretary of State  
Securities Division, E-111  
302 Washington Street  
Indianapolis, Indiana 46204  
(317) 232-6681

*(Agent for Service of Process)*

Indiana Secretary of State  
201 State House  
200 West Washington Street  
Indianapolis, Indiana 46204  
(317) 232-6531

**Connecticut**

*(State Administrator)*

State of Connecticut, Department of Banking  
Securities & Business Investments Division  
260 Constitution Plaza  
Hartford, CT 06103-1800  
(860) 240-8230

*(Agent for Service of Process)*

Banking Commissioner  
44 Capitol Ave.  
Hartford, CT 06106  
(860) 240-8299

**Illinois**

*(State Administrator)*

Franchise Bureau  
Office of the Attorney General  
500 South Second Street  
Springfield, Illinois 62706  
(217) 782-4465

*(Agent for Service of Process)*

Illinois Attorney General  
500 South Second Street  
Springfield, IL 62706  
(217) 782-4465

**Maryland**

*(State Administrator)*

Office of the Attorney General  
Securities Division  
200 St. Paul Place  
Baltimore, Maryland 21202-2021  
(410) 576-6360

*(Agent for Service of Process)*

Securities Commissioner  
Maryland Division of Securities  
200 St. Paul Place  
Baltimore, MD 21202  
(410) 576-6360

**Michigan**

*(State Administrator)*  
Consumer Protection Division  
Antitrust and Franchise Unit  
Michigan Department of Attorney General  
525 W. Ottawa Street, 6<sup>th</sup> Floor  
Lansing, Michigan 48933  
(517) 373-7117

*(Agent for Service of Process)*  
Dept. of the Attorney General's Office  
Consumer Protection Division  
525 Ottawa Street, 6<sup>th</sup> Floor  
Lansing, MI 48909  
(517)373-7117

**New York**

*(State Administrator)*  
Office of the New York State Attorney General  
Investor Protection Bureau - Franchise Section  
28 Liberty Street, 21<sup>st</sup> Floor  
New York, NY 10005  
(212) 416-8222 Phone  
(212) 416-6042 Fax

*(Agent for Service of Process)*  
Attention: New York Secretary of State  
New York Department of State  
99 Washington Avenue,  
Albany, NY 12231  
(518) 473-2492

**Nebraska**

*(State Administrator)*  
Department of Banking and Finance Bureau of  
Securities/Financial Institutions Division  
1526 K Street, Suite 300  
Lincoln, Nebraska 68508  
(402) 471-2171

*(Agent for Service)*  
Department of Banking and Finance Bureau of  
Securities/Financial Institutions Division  
1526 K Street, Suite 300  
Lincoln, Nebraska 68508  
(402) 471-3445

**Minnesota**

*(State Administrator)*  
Minnesota Department of Commerce  
85 7<sup>th</sup> Place East, Suite 280  
St. Paul, Minnesota 55101-2198  
(651) 539-1600

*(Agent for Service of Process)*  
Minnesota Commissioner of Commerce  
85 7<sup>th</sup> Place East, Suite 500  
St. Paul, MN 55101-2198  
(612) 296-6328

**North Dakota**

*(State Administrator)*  
North Dakota Securities Department  
State Capitol, Fifth Floor, Dept. 414  
600 East Boulevard Avenue  
Bismarck, North Dakota 58505-0510  
(701) 328-2910

*(Agent for Service of Process)*  
North Dakota Securities Department  
State Capitol, Fifth Floor,  
600 East Boulevard Avenue  
Bismarck, North Dakota 58505  
(701) 328-4712

**Rhode Island**

*(State Administrator)*  
Securities Division, Dept. of Business  
Regulation  
1511 Pontiac Avenue, Bldg. 69-1  
Cranston, Rhode Island 02910  
(401) 462-9582

*(Agent for Service of Process)*  
Director of Rhode Island Dept. of Business  
Registration  
Securities Division  
233 Richmond Street, Suite 232  
Providence, RI 02903-4232  
(401) 222-3048

**Oregon**

*(State Administrator)*  
Department of Insurance and Finance  
Corporate Securities Section  
Labor and Industries Building  
Salem Oregon 97310  
(503) 378-4387

*(Agent for Service of Process)*  
Division of Finance & Corporate Securities  
PO Box 14480  
Salem or 97309  
503-378-4140

**South Carolina**

*(State Administrator)*  
Secretary of State  
Attn: Business Opportunities and Franchises  
P.O. Box 11350  
Columbia, SC 29211  
(803) 734-1728

*(Agent for Service of Process)*  
Secretary of State  
Attn: Business Opportunities and Franchises  
P.O. Box 11350  
Columbia, SC 29211  
(803) 734-1728

**Texas**

*(State Administrator)*  
Department of Business Oversight, Secretary of State  
Franchise and Business Opportunity Division  
1019 Brazos  
Austin, TX 78701  
(512) 475-0775

*(Agent for Service of Process)*  
Secretary of State  
1019 Brazos  
Austin, TX 78701  
(512) 475-0775

**South Dakota**

*(State Administrator)*  
Department of Revenue & Regulation  
Division of Securities  
445 East Capitol Avenue  
Pierre, South Dakota 57501  
(605) 773-4823

*(Agent for Service of Process)*  
Division of Insurance  
Securities Regulation  
124 S. Euclid Suite 104  
Pierre SD 57501  
(605)- 773-3563

**Virginia**

*(State Administrator)*  
State Corporation Commission  
Division of Securities and Retail Franchising  
Tyler Building, 9th Floor  
1300 East Main Street  
Richmond, Virginia 23219  
(804) 371-9051

*(Agent for Service of Process)*  
Clerk of the State Corporation Commission  
1300 East Main Street, 1<sup>st</sup> Floor  
Richmond, Virginia 23219  
(804) 371-9733

**Wisconsin**

*(State Administrator)*  
Division of Securities  
Department of Financial Institutions  
345 W. Washington Ave., 4<sup>th</sup> Floor  
Madison, Wisconsin 53703  
(608) 266-1064

*(Agent for Service of Process)*  
Office of the Commissioner of Securities  
345 West Washington Avenue  
Madison, WI 53703  
(608) 266-1064

**Washington**

*(State Administrator)*

Department of Financial Institutions

Securities Division

150 Israel Road Southwest

Olympia, WA 98501

(360) 902-8762

*(Agent for Service of Process)*

Director, Department of Financial Institutions

Securities Division

150 Israel Road S.W.

Tumwater, Washington 98501

(360) 902-8760

## EXHIBIT I

### STATE EFFECTIVE DATES

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

The 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:

<b>State</b>	<b>Effective Date</b>
California	Pending
Hawaii	Pending
Illinois	Pending
Indiana	Pending
Maryland	Pending
Michigan	Pending
Minnesota	Pending
New York	Pending
North Dakota	Pending
Rhode Island	Pending
South Dakota	Pending
Virginia	Pending
Washington	Pending
Wisconsin	Pending

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 J**  
**ITEM 23 – RECEIPT TO THE DISCLOSURE DOCUMENT**  
**(Keep this copy for Your records)**

This Wisconsin Franchise Disclosure Document summarizes certain provisions of the Ongoing Franchise Agreement and other information in plain language. Read this Disclosure Document and all agreements carefully.

If Rosati's Pizza Enterprises, Inc. offers You a franchise, it must provide this Disclosure Document to You 14 calendar-days before You sign a binding agreement with or make a payment to, the Franchisor or an affiliate in connection with the proposed franchise sale or sooner if required by your state applicable law.

**[New York and Rhode Island require that We give You this Disclosure Document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the Ongoing Franchise Agreement.] [Michigan and Oregon require that We give You this Disclosure Document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.]**

If 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 to the applicable state agency(ies) listed in Exhibit I.

The franchise seller for this FDD is Anthony M. Rosati, David M. Rosati, Andrew Rosati, Timothy McCarthy, and Darren Schmitt, of Rosati's Pizza Enterprises, Inc., whose address is 1320 Arrow Point Drive Ste 50190, Cedar Park, TX 78613; (847) 426-1414. There are no sub franchisors or franchise brokers offering this franchise for Us. Rosati's Pizza Enterprises, Inc. authorizes the respective state agencies identified in Exhibit I to receive service of process for it in the particular state.

The issuance date of this Wisconsin Franchise Disclosure Document is April 30, 2025, the Effective Date for your state, is the date listed on Exhibit I on the previous page of this Disclosure Document . The undersigned, personally and/or as a duly authorized officer or a partner of the prospective Franchisee, does acknowledge receipt from Rosati's Pizza Enterprises, Inc. of the Franchise Disclosure Document for prospective Franchisees (to which this Receipt is attached), including the following Exhibits:

- |   |                                |   |
|---|--------------------------------|---|
| A. Financial Statements                                     | B. Franchisee Locations        | C. Business Establishment Training Course Agreement |
| D. Site Selection and Real Estate Training Course Agreement | E. Ongoing Franchise Agreement | F. Area Development Agreement                       |
| G. State Addendums  | H. State Administrators        | I. Confidentiality Agreement                        |

Received Date: \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Individually

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
as an officer, member or partner of

\_\_\_\_\_  
name of entity

a \_\_\_\_\_ state corporation, LLC or partnership  
(circle one)

**You may return the signed receipt either by signing, dating, and mailing to Rosati's Pizza Enterprises, Inc. at 1320 Arrow Point Drive Ste 50190, Cedar Park, TX 78613 or by e-mailing it to [tmccarthy@rosatisfranchising.com](mailto:tmccarthy@rosatisfranchising.com) or [dschmitt@therosatigroup.com](mailto:dschmitt@therosatigroup.com)**

**EXHIBIT J**  
**ITEM 23 – RECEIPT TO THE DISCLOSURE DOCUMENT**  
**(Return to Us)**

This Wisconsin Franchise Disclosure Document summarizes certain provisions of the Ongoing Franchise Agreement and other information in plain language. Read this Disclosure Document and all agreements carefully.

If Rosati’s Pizza Enterprises, Inc. offers You a franchise, it must provide this Disclosure Document to You 14 calendar-days before You sign a binding agreement with or make a payment to, the Franchisor or an affiliate in connection with the proposed franchise sale or sooner if required by your state applicable law.

**[New York and Rhode Island require that We give You this Disclosure Document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the Ongoing Franchise Agreement.] [Michigan and Oregon require that We give You this Disclosure Document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.]**

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|---|--------------------------------|---|
| A. Financial Statements                                     | B. Franchisee Locations        | C. Business Establishment Training Course Agreement |
| D. Site Selection and Real Estate Training Course Agreement | E. Ongoing Franchise Agreement | F. Area Development Agreement                       |
| G. State Addendums  | H. State Administrators        | I. Confidentiality Agreement                        |

Received Date: \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Individually

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
as an officer, member or partner of

\_\_\_\_\_  
name of entity

a \_\_\_\_\_ state corporation, LLC or partnership  
(circle one)

**You may return the signed receipt either by signing, dating, and mailing to Rosati's Pizza Enterprises, Inc. at 1320 Arrow Point Drive Ste 50190, Cedar Park, TX 78613 or by e-mailing it to [tmccarthy@rosatisfranchising.com](mailto:tmccarthy@rosatisfranchising.com) or [dschmitt@therosatigroup.com](mailto:dschmitt@therosatigroup.com)**