FRANCHISE DISCLOSURE DOCUMENT

Marco's Franchising, LLC
an Ohio Limited Liability Company
5252 Monroe Street
Toledo, Ohio 43623
800.262.7267
www.marcos.com
www.marcos.com/franchising
www.facebook.com/MarcosPizza
instagram.com/marcospizza/
twitter.com/marcospizza
www.pinterest.com/marcospizza
www.youtube.com/user/marcospizzallc
www.tiktok.com/@marcospizzaofficial
https://www.linkedin.com/company/797519/admin/

You will operate a Marco's Pizza® Store featuring the sale of various sizes and recipes of pizza for dine in, carryout and delivery. Stores also sell, to a much lesser extent, secondary products such as chicken wings, salads, CheezyBread, sandwiches, desserts, and beverages. Depending on your situation, you may not be required to sell these secondary products.

The total investment necessary to begin operation of a Store ranges from $286,727 - $807,152, which includes $63,000 to $129,000 that must be paid to the franchisor or affiliate. If you sign a franchise agreement and open a store pursuant to the conditions of our Equipment Incentive Program, the total investment necessary to begin operation of a Store ranges from $213,727 - $732,152, which includes $63,000 to $129,000 that must be paid to the franchisor or affiliate.

If you are acquiring development rights, we require a commitment to develop at least two Stores. If you sign a Development Agreement, you will pay us a development fee in the amount of $5,000 for each Store that you agree to develop under that agreement, which will be credited toward your initial franchise fees, as described in this disclosure document. If you sign a Development Agreement under our 2025 Royalty Incentive Program, you will pay us the full initial franchise fee for each Store that you agree to develop under that Development Agreement. The total investment necessary to begin operation of your first franchised Marco's Pizza Store under a two-store Development Agreement is from $286,727 - $~~812,152~~807,152. This includes $63,000 to $134,000 that must be paid to the franchisor or affiliate(s).

This disclosure document summarizes certain provisions of your franchise agreement and other information in plain English. Read this disclosure document and all accompanying agreements carefully. You must receive this disclosure document at least 14 calendar-days before you sign a binding agreement with, or make any payment to, the franchisor or an affiliate in connection with the proposed franchise sale. **Note, however, that no governmental agency has verified the information contained in this document.**

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact Jaycee Peralta, Corporate Counsel, at 5252 Monroe Street, Toledo, Ohio 43623 (800.262.7267).

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

Buying a franchise is a complex investment. The information in this disclosure document can help you make up your mind. More information on franchising, such as "A Consumer's Guide to Buying a Franchise," which can help you understand how to use this disclosure document, is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, D.C. 20580. You can also visit the FTC's home page at www.ftc.gov for additional information. Call your state agency or visit your public library for other sources of information on franchising.

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

Issuance Date: April 30, 2025, as amended October 31, 2025 since November 2022. Prior to joining Marco's, she was Senior Associate General Counsel in Milford, CT at the franchisor of Subway restaurants from 1995 until May of 2020. She then co-founded and was a partner at the business and franchise law practice of Appleby & Corcoran, LLC in North Haven, CT from August of 2020 to August of 2022 and then was Of Counsel at the law firm of DLA Piper North America in its D.C. office.

Vice President of Supply Chain: Cathy Kinzer Brotzki

Cathy Kinzer Brotzki has been our Vice President of Supply Chain since January 1, 2024. Cathy joined us as the Director of Purchasing in November 2015. She then served as the Associate Vice President of Purchasing and Quality Assurance from October of 2021.

~~Senior Vice President and Chief Marketing Officer: Denise Lauer~~

~~Denise Lauer has been our Senior Vice President and Chief Marketing Officer since June of 2023. Prior to joining Marco's, she was Chief Marketing Officer with Informed Insurance in Elmhurst, Illinois from June 2022 to May 2023. She served as Senior Director of Communications & Corporate Brand Strategy with Morton Salt, Inc. located in Chicago, Illinois from January 2017 to October 2017 and was then promoted to Chief Marketing Officer and served in that role from November 2017 to September 2021.~~

ITEM 3
LITIGATION

Pending Actions

American Eagle Investments, Inc. v. Marco's Franchising, LLC, Court of Common Pleas, Lucas County, Ohio, Case No. G-4801-CI-0202201831 (filed March 22, 2022) (formerly Case No. G-4801-CI-0202003149, filed September 24, 2020). This lawsuit was originally filed against us by a now former area representative, alleging it was injured when we declared a default of the area representative agreement for the territory surrounding Columbus, Georgia based on Plaintiff's principals failing to devote full time and best efforts to the area representative business as required under the agreement, due to the principals entering into an area representative agreement with another franchise system. The complaint sought a declaratory judgment that Plaintiff was in full compliance with the agreement, claimed we violated Ohio Business Opportunities Act, and sought damages and attorney's fees. Plaintiff filed a motion for preliminary injunction seeking to prevent us from terminating the area representative agreement based on the asserted non-compliance. Plaintiff filed a temporary restraining order, seeking to restrict us from terminating the agreement based on the asserted default until the court's ruling on the motion for preliminary injunction. The parties stipulated to a temporary stay of termination. After a hearing, the Ohio state court, on October 19, 2020, denied Plaintiff's motion for preliminary injunction, finding Plaintiff failed to demonstrate a likelihood of success on the claim that our actions were dispute whereby we were paid $100,000 (via the insurance carrier) in satisfaction of our claims against the franchisee and its guarantor; we agreed to purchase the franchisee's equipment for $37,500; and Plaintiff warranted that it had complied with its non-compete obligations which we deemed satisfied as of July 14, 2023. The parties mutually dismissed the lawsuit with prejudice on August 8, 2023.

Except for the actions described above, no litigation is required to be disclosed in this Item.

ITEM 4
BANKRUPTCY

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

ITEM 5
INITIAL FEES

Initial Franchise Fee - Single Store Franchise Agreement.

When you sign the Franchise Agreement, you will pay us an ~~initial franchise fee~~Initial Franchise Fee. Except for the differences described below, the initial franchise fee is uniform for all new franchisees. Some of our existing franchisees, however, have the right to develop additional Stores under existing agreements and on different terms. The Initial Franchise Fee is due in full when you sign the Franchise Agreement. If there is a credit available from your Development Fee (as described below), then that credit will be applied to reduce your Initial Franchise Fee payment. The Initial Franchise Fee is fully earned when paid, must be paid in one lump-sum amount, excluding any required deposits, and is not refundable.

The Initial Franchise Fee for a single Store is $25,000 but may be discounted or waived if you qualify for and meet the obligations of one of our promotional incentives described below. Also, we reserve the right to negotiate the Franchise Fee with prospective franchisees in the future and may base such negotiations on a number of factors, including but not limited to previous experience, prior relationship with us, the number of Franchise Agreements granted, local market conditions, and other factors that we in our sole discretion may determine. In 2024, we collected Initial Franchise Fees ranging from $1,000[1] to $25,000.

Promotional incentive discounts cannot be combined or transferred.

- **First Responders**: We currently discount the Initial Franchise Fee to $20,000 for qualified first responders (firefighters, paramedics, law enforcement officers, and other positions as we may determine) with 5 or more years of service. If the franchisee is a corporation, partnership, limited liability company, or other legal

[1] This Initial Franchise Fee amount was offered to an existing franchisee who purchased a new franchise agreement to reopen a closed Store.

entity, the first responder participant must maintain at least 51% ownership interest in the entity to qualify for this discount.

- **Military Service**: We currently discount the Initial Franchise Fee as follows:

  - $15,000 for qualified U.S. veterans; and

  - Initial Franchise Fee waived in its entirety for qualified US veterans with a 50% or more military service-connected disability rating.

The military discounts are available to veterans who have received a discharge (other than dishonorable) as well as any active-duty personnel. If the franchisee is a corporation, partnership, limited liability company, or other legal entity, the veteran participant must maintain at least 51% ownership interest in the entity to qualify for this discount. To apply for the discount, you must provide us a copy of form DD-214, reflecting your military status, before the Franchise Agreement is signed.

- **Key Management Employees**: We currently discount the Initial Franchise Fee for qualified "Key Management Employees." There are three levels of available discounts:

  - Level 1 (Director position or above for at least 1 year or 5 years of employment in all other positions, Initial Franchise Fee is 60% of the standard Initial Franchise Fee);

  - Level 2 (Director position or above for at least 5 years or 10 years of employment in all other positions, Initial Franchise Fee is $10,000); and

  - Level 3 (20 years of employment, any position, Initial Franchise Fee is $5,000).

The participant must meet our financial and creditworthiness criteria. If the franchisee is a corporation, partnership, limited liability company, or other legal entity, the qualifying participant must maintain at least 51% ownership in the entity to qualify for this program, and the franchisee must comply with program requirements.

Equipment Incentive Program. The Equipment Incentive Program is being offered only to existing franchisees that own and operate at least one open Store as of the Issuance Date until the next issuance date or April 30, 2026, whichever is earlier, or until up to fifty (50) Franchise Agreements are awarded under the Equipment Incentive Program, whichever comes first. Franchisor reserves the right to discontinue offering the Equipment Incentive Program at any time in its sole discretion and judgment. Non-traditional venues are not eligible for the Equipment Incentive Program. For participants that qualify for and wish to participate in the Equipment Incentive Program, the Initial Franchise Fee for each store purchased under the Equipment Incentive Program will be waived. In addition, we will pay up to $75,000 directly to our affiliate, MPD, toward the base cost of certain initial equipment purchases required to open your Store (not including freight, installation, insurance, tax, warranties, or other ancillary costs). You will be responsible for any costs above this amount for any additional equipment required for the Store, as well as all shipping, installation, and related costs related to or arising out of the purchase of the equipment listed as included in the Equipment Incentive Program (see Item 7). Franchisor will make this payment directly to MPD; this offer has no cash value and is non-transferable. You will not receive a cash payment, credit, or reimbursement, and any difference in the amount of the equipment order and $75,000.00 shall be borne by you. In addition to other requirements of the Equipment Incentive Program, to remain qualified for the Equipment Incentive Program, you must order the Equipment Incentive Program equipment by October 1, 2026 and open and operate the Store by December 27, 2026.

Other requirements include: you must be an existing franchisee in the System with at least one Store open and in operation and meet our financial, creditworthiness, and operational criteria and be approved by us in order to qualify for the Equipment Incentive Program. If the prospective franchisee is a corporation, partnership, limited liability company, or other legal entity, the qualifying participant must maintain at least 50% ownership in the entity that owns each franchise to qualify for this Equipment Incentive Program, and the franchisee must remain in Good Standing (as that term is defined) under each Franchise Agreement and its Equipment Incentive Amendment and comply with all program requirements at all times. The Equipment Incentive Program cannot be combined with any other incentive program.

In the event you fail to meet any of the requirements of the Equipment Incentive Program and Equipment Incentive Amendment, including but limited to the qualifications of the Equipment Incentive Program and the timing of ordering Equipment Incentive Program equipment and opening and operating the Store, Franchisor shall have no obligation to pay any cost related to the Incentive Equipment Package (see item 7).

Development Agreement. Unless you participate in the 2025 Royalty Incentive Program or Equipment Incentive Program, if you sign a Development Agreement, you will pay us a Development Fee to acquire the rights to develop an agreed-upon number of Stores within a specific geographic area ("Development Area") under that agreement. This amount will be equal to $5,000 for each Store that you must develop in your territory. Under a Development Agreement, you will be required to establish an agreed-upon number of Stores within the Development Area, at specific locations (to be specified in separate Franchise Agreements) as explained below. An important part of the Development Agreement is a development schedule (also called a "Development Schedule"), which establishes the number of Stores that you must have open and operating by certain established dates, with a minimum of 2 Stores per calendar year required (unless otherwise agreed upon). You must meet our multi-unit development criteria and receive prior approval from us for each Store within the Development Area prior to its development.

We will apply a $5,000 credit from the Development Fee that you pay us toward the Initial Franchise Fee that is due under the Franchise Agreement for each Store that you commit to develop under the Development Agreement. The total of these credits can be up to, but not more than, the total Development Fee that you have actually paid to us. You must pay the Initial Franchise Fee when you sign the Franchise Agreement, as described above, less an available credit, per Store, from the Development Fee.

The Initial Franchise Fee and Development Fee is fully earned, and non-refundable, when we each enter into a Franchise Agreement and a Development Agreement (respectively).

In the event you participate in the Equipment Incentive Program for multiple Stores signed under a Development Agreement, your Development Fee and all Initial Franchise Fees for those Stores will be waived. In order to remain qualified for the Equipment Incentive Program, you must adhere to all aspects of Equipment Incentive Program for each Franchise Agreement and **all** Stores under the Development Agreement must open by December 27, 2026. If you fail to adhere to all aspects of the Equipment Incentive Program or fail to open all Stores under the Development Agreement by December 27, 2026, Franchisor shall have no obligation to pay any cost related to the Incentive Equipment Package (see item 7) for any Store for which you have failed to qualify and/or timely open. By way of example only, if you sign a Development Agreement under the Equipment Incentive Program committing to opening two Stores and only open one Store by December 27, 2026, Franchisor shall only pay up to $75,000 for the purchase of the Incentive Equipment Package for the first Store and shall not be obligated to pay any cost related to the Incentive Equipment Package for the second Store.

2025 Royalty Incentive Program

If you wish to participate in and qualify for the 2025 Royalty Incentive Program, you must pay us the full Initial Franchise Fee for, at a minimum, three Franchise Agreements to be developed and opened strictly in accordance with the Development Agreement and its Royalty Incentive Program Amendment. Because you must pay the full earned, non-refundable Initial Franchise Fee, no Development Fee will apply to franchises purchased under the 2025 Royalty Incentive Program. You must sign a Franchise Agreement for each Store to be developed and opened under the Development Agreement at the same time as execution of the Development Agreement. The Initial Franchise Fee for each Store is fully earned, and non-refundable, upon execution of each Franchise Agreement and the Development Agreement.

The participant must meet our financial, creditworthiness, and operational criteria and be approved by us to open 3 to 5 Stores in order to qualify for the 2025 Royalty Incentive Program. If the prospective franchisee is a corporation, partnership, limited liability company, or other legal entity, the qualifying participant must maintain at least 50% ownership in the entity that owns each franchise to qualify for this program, and the franchisee must remain in Good Standing (as that term is defined) under each

Franchise Agreement, the Development Agreement, and its 2025 Royalty Incentive Amendment and comply with all program requirements at all times. The 2025 Royalty Incentive Program cannot be combined with any other incentive program.

Other Payments:

Brand Launch Program. We will work together to conduct a Brand Launch Program for your Store, which will cost $15,500, payable to us in full when you start construction on your Store. We will use these funds to pay for the Brand Launch Program activities for your benefit, including print marketing, public relations, social media, and Grand Opening launch kit materials. Once the creative materials are approved by us and ordered, we will distribute to each applicable vendor the total budgeted amount allocated to such vendor under the plan, for the purpose of paying all product/service provider invoices for which you are responsible. You will be responsible to pay any incremental expenses that you incur for marketing products or services which are not included in the standard Brand Launch Program marketing plan. Stores that relocate or are re-openings of formerly closed Stores are also required to participate in the Brand Launch Program. Payments associated with the standard Brand Launch Program are uniform for all new Stores. The full amount of the Brand Launch Program Fee will be used for marketing activities for your Store, so your payments are otherwise nonrefundable. If, within 8-12 Accounting Weeks (or up to 18 months, in our sole discretion) of the Store's opening date, the Net Royalty Sales for the Store on a weekly basis do not achieve at least (a) 90% of the Average Weekly Sales for the DMA in which the Store is located, or (b) 90% of the Average Weekly Sales for the System, whichever is lower, then we will evaluate the operational and marketing performance of the Store and develop an improvement plan, which may include (in our sole discretion) a requirement for Franchisee to spend an additional amount up to $10,000 (for a total maximum required expenditure of $25,500) in additional marketing and advertising for the Store as approved in advance by us. You will be responsible to directly pay such additional expenses to the applicable vendor(s). See Item 6 for details.

Delivery Area Mapping Package. You will pay us $500 for a Delivery Area Mapping Package, which includes the streets database for POS and electronic shape files for POS/OLO platform maps. The package does not include any hard copies of the map. This fee is uniform for all new franchisees and is nonrefundable upon payment, which is due when you start construction on your Store.

Equipment. Our affiliate, MPD, offers some large equipment items for sale to our franchisees. If you choose to purchase any of your large equipment from MPD, the cost of purchase equipment may range from $3,000 to $67,000, depending on the type and quantity of equipment purchased, excluding shipping and installation costs.

Point of Sale Computers. Our affiliate, MTS, provides certain technology-related products and services to us and our franchisees. The range of costs for the point-of-sale system is $20,000 - $23,000, which costs are incurred before installation.

Except as provided above, the initial fees that you pay us or our affiliates are nonrefundable.

Notes to Item 7 tables:

1. The Initial Franchise Fee is determined as explained in Item 5 above. For purposes of this table, we have assumed the standard Initial Franchise Fee.

   If we grant you the right to develop multiple locations, you will pay us the Development Fee at the time you sign the Development Agreement. We will apply a $5,000 credit towards the Initial Franchise Fee due under each related Franchise Agreement. For purposes of this table, we have assumed an initial fee for a two-store development agreement at $5,000 per store to be developed. Obviously, you will pay a smaller fee if the development agreement has fewer stores and a larger fee if the development agreement has more stores.

   If you qualify for and sign a minimum of at least 3 Franchise Agreements and a Development Agreement and the 2025 Royalty Incentive Program Amendment under the 2025 Royalty Incentive Program, you will pay us the full Initial Franchise Fee for each Store to be developed and opened under the Development Agreement and the 2025 Royalty Incentive Program Amendment. Because you are required to pay the fully earned, non-refundable Initial Franchise Fee, no Development Fee will apply to Stores purchased under the 2025 Royalty Incentive Program. You must sign a Franchise Agreement for each Store to be opened under the Development Agreement at the same time as execution of the Development Agreement and the 2025 Royalty Incentive Program Amendment. For purposes of this table, we have assumed an initial fee for a 3 store development agreement, but you may have up to 5 Stores if you qualify, which will increase the upfront fee by $25,000 per additional Store. The Initial Franchise Fee for each Store is fully earned, and non-refundable, upon execution of the Development Agreement and the 2025 Royalty Incentive Program Amendment.

   If you are an existing franchisee that meets all of the qualifications for the Equipment Incentive Program, the Initial Franchise Fee the Store developed under the Equipment Incentive Program is waived (For additional information in this Item 7, see note 3).

   The amounts that you pay to us are not refundable. Your payment obligations to vendors are not likely to be refundable unless you negotiate those arrangements.

2. The estimate in the chart is for the space that you will need to operate your Store, through the end of the third month of operation, as described below.

   Real estate costs vary widely from place to place, and franchisees have a wide range of options to choose from in selecting a location. Your location must be in a general area that will allow you to provide delivery services efficiently and conveniently to customers in the area you serve. You will need about 1,200 - 1,600 square feet of space for your location.

Commercial rental rates vary rather substantially based upon a wide range of factors. The estimate provided in the table is based on the following factors: (1) that in the current real estate market, you will be able to negotiate a total rent abatement for the build-out period (that is, before your Store opens); (2) that you will pay a one-month security deposit in addition to the three-month period after your Store opens, for a total of four months' rent; and (3) that you will lease between 1,200 to 1,600 square feet of space for your Store. Stores typically occupy 1,200 to 1,600 square feet of space, and the typical annual rate ranges from $15 and $35 or more per square foot.

If you lease a location, you are also likely to incur build-out expenses (see note 5 below). You may also incur real estate broker fees, additional prepayments, "additional rent," common area maintenance (CAM fees), insurance fees, property taxes, signage fees, operating fees, or other costs, depending on the terms of your lease and the prevailing real estate market in your area.

Most franchisees lease their space. We cannot estimate your costs for buying or leasing land and constructing a building, as these costs vary substantially from market to market, depending on many factors, such as location and the design and construction of the building, as well as fluctuations in the local real estate market.

3. This cost estimate includes all major pieces of equipment for your Store as required under our Manual, installation costs and freight. It does not include any sales tax on the equipment, which varies from state to state. The low estimate assumes the purchase of some refurbished equipment, which we must approve prior to purchase. The upper estimate assumes that you will purchase all new equipment. Our affiliate, MPD, ~~only~~ offers furniture, hoods and ovens as large equipment items for sale to our franchisees. MPD is our exclusive approved seller of new ovens.

*__Equipment Incentive Program__. If you are an existing franchisee that qualifies for and signs a Franchise Agreement and Equipment Incentive Program Amendment under the Equipment Incentive Program, we will pay up to $75,000 directly to our affiliate, MPD, toward the base cost of certain initial equipment required for your Store (not including freight, installation, insurance, tax, warranties, or other ancillary costs). In order to qualify for the Equipment Incentive Program, the qualifying equipment purchased must be new, must be purchased by October 1, 2026, and may only be purchased from MPD, though they may be sourced by MPD from Burkett & Sons, Inc. ("Burkett"). You must open your Store by December 27, 2026 in order to remain qualified for the Equipment Incentive Program. Qualifying equipment for the Equipment Incentive Program (collectively referred to as the "Incentive Equipment Package") includes only the below listed items:

- Edge or XLT Double Oven
- Edge or XLT Hood (with fire suppression, fan and curb, skirt kit, and crating)
- Walk-In Cooler
- Mixer
- Pizza Makeline

The current approximate price of the Incentive Equipment Package is $73,102.00 (which price does not include freight, installation, insurance, tax, warranties, or other ancillary costs. Prices of the above items are subject to change in MPD's and/or Burkett's sole discretion and may impact your ability to purchase all pieces for a total that is less than $75,000. Should this occur, you must pay any amount that is higher than $75,000—and under all circumstances, you will be responsible for and pay freight, installation, insurance, tax, warranties, or other ancillary costs. Whether equipment is sourced through MPD or Burkett, Franchisor shall pay the amount, up to $75,000, to MPD, and MPD shall pay Burkett for any equipment sourced by Burkett.

In the event you fail to order the Incentive Equipment Package by October 1, 2026, you will no longer be eligible for the Equipment Incentive Program, Franchisor shall have no obligation to pay any cost related to your Incentive Equipment Package, and you will be responsible for all costs associated with your purchase of the Incentive Equipment Package for the Store.

4. We require all new Stores to install an approved "point-of-sale" (POS) and "online ordering" system. The technology environment is rapidly changing, and it is difficult to anticipate the future cost of developing, acquiring, implementing, and licensing POS and related digital technologies, including mobile apps and loyalty and rewards programs, that may benefit the System. These advancements may result in additional costs of the POS system beyond what is currently being charged by the provider. Presently, we have one approved POS system offered by MTS. MTS also provides the on-line ordering system through third party arrangements. See Franchise Agreement Section 13.15 for additional information on on-line order entry requirements. You may fully pay for the POS system at the time of purchase, or a financing program may be available for the hardware and software cost. This estimate also includes 90 days of software maintenance and support fees at a rate of $449 per Accounting Period, and the cost of security cameras linked through the POS system (which are mandatory with a minimum of 4 cameras). If more than 6 cameras are used, an additional $6.00 per Accounting Period charge will apply. These fees are exclusive to applicable state taxes.

5. We require all Stores to be PCI compliant for credit card transactions processed through the Store. Currently, we have 1 approved model of EMV credit card reader machine, which must be purchased through our approved vendor (see Items 8 and 11). We recommend that you have 2 EMV credit card readers. The cost estimate includes the cost of 2 EMV credit card reader machines (one for

Equipment Incentive Program. Existing multi-unit franchisees qualified to participate in the Equipment Incentive Program will receive a contribution by Franchisor of up to $75,000, paid directly to our affiliate, MPD, for the purchase of the Incentive Equipment Package if they meet certain requirements and qualifications of the Equipment Incentive Program. Whether equipment is sourced through MPD or Burkett (see Item 7 for details), Franchisor shall pay the amount, up to $75,000, to MPD, and MPD shall pay Burkett for any equipment sourced by Burkett.

Oven. You must only use ovens to bake our products only from a manufacturer approved by us. These ovens must be certified by the manufacturer or its representatives to meet our specifications. The list of approved models of ovens are defined in our Manuals. We do not require that the ovens be "new", but they must meet our specifications. These specifications are established by us to ensure a desired and uniform "bake" of our products. You must purchase new ovens from MPD as our exclusive approved vendor.

POS System. We require that you use a specific point of sale and computer system, which is currently the MOMS ("Marco's Order Management System") platform provided by MTS. Your computer hardware must be certified by MTS, and each Store must have a sufficient number of "order taking stations" installed to meet its needs. We do recommend a "standard store POS configuration" to ensure your needs are met. You must purchase software maintenance and support fees at a current rate of $449 per Accounting Period plus applicable tax. You will also be charged at least $6 (plus tax, if applicable) for each cameras you have over 6. See Item 11, under the heading "Electronic Point of Sale and Computer Systems" for details.

Order Entry System. We have the right to require that you use an on-line order entry system from MOMS. See Item 11, under the heading "Order Entry System" for details.

Store Technology Infrastructure System. We have the right to require that you use a specific vendor for voice and data services. You must purchase SDWAN (software defined wide area network), which includes high-speed internet (100/20 minimum) and all future maintenance and service, through one of our approved vendors. SDWAN provides increased data security, Wi-Fi and issue/connectivity management tools, and other benefits.

Credit Card Processing. We have the right to require that you use a specific vendor for credit card processing. See Item 11, under the heading "Credit Card Processing" for details.

Third-Party Delivery Services and Integration. If you choose to use third-party delivery services (e.g. UberEats, DoorDash, etc.) at your Store, we have the right to require that you only use specific vendors, who have been approved by us, for such services. We also have the right to require that you use a specific vendor for the automatic order integration between such third-party vendors and the point-of-sale system. See Item 11, under the heading Electronic Point of Sale and Computers Systems" for details.

Beverages. We currently have an agreement with PepsiCo that designates Pepsi-Cola and its bottlers as the sole vendor to our Stores for certain beverages.

Snacks. We currently have an agreement with PepsiCo as the sole vendor of Frito Lay products to our Stores.

Seasoning for pizza sauce and pizza dough. Marco's Pizza stores are authorized to only sell pizzas and other food products made with our "Marco's" special seasoning and pizza dough. You must purchase the special seasoning for the pizza sauce and the pizza dough pack from an Approved Distributor and made by an Approved Supplier (as those terms are defined below). Currently, there are two Approved Suppliers of the pizza dough and sauce seasoning packs who sell these products to our Approved Distributors (see below).

Other proprietary items. For all other food items and packaging items that incorporate our proprietary specifications, trade secrets, or that bear the "Marco's Pizza" trademarks ("Proprietary Items"), we select manufacturers ("Approved Suppliers") and authorize them to sell the Proprietary Items to the distributors we have approved to service Marco's Pizza Stores ("Approved Distributors"). In order to ensure product integrity and a consistent customer experience, you must purchase your Proprietary Items only from an Approved Distributor.

Approved Distributor. Our affiliate, MPD, is an Approved Distributor for equipment, produce, and other items necessary to operate a Store, in addition to our other Approved Distributors, who are designated to serve franchisees by geographical regions. Depending on the geographical location of your Store, you may be required to make certain purchases from MPD. If you participate in the Equipment Incentive Program, you will be required to purchase the Incentive Equipment Package from MPD but we shall pay MPD (up to $75,000) for such Incentive Equipment Package and MPD shall pay Burkett for any equipment sourced by Burkett. Our affiliate, MTS, is the only Approved Distributor for the point-of-sale system and certain other technology-related products and services necessary to operate a Store.

Generic Items. Currently, you may purchase certain generic non-food items from any supplier that meets Federal and local health regulations and as authorized by us.

Cleaning and Maintenance Items. You must purchase our required cleaning and maintenance system through one of our Approved Distributors.

Supplier/Distributor approval process. Upon reasonable request, we will consider the approval of other suppliers and distributors of equipment, marketing/advertising, and consumable items, but we are under no obligation to approve any particular supplier or distributor or any minimum number of them. If you would like to nominate an alternative supplier or distributor, you can request our "approval criteria." We will provide our criteria only to a nominated alternative supplier or distributor (but not to franchisees), so long as the nominee signs a confidentiality agreement with us before receiving our specifications. We will test the products or services of the nominee and review its

Site Selection

Under our current Franchise Agreement, you may only operate the Store from a Site we have previously permitted in writing. The factors we will consider for the proposed Site may include the following, among others: (1) population and household counts; (2) demographic characteristics of the surrounding area; (3) location and surrounding area foot and vehicle traffic patterns; (4) competitive analysis; and (5) availability of utilities.

We currently use information and assistance from third parties to provide analysis of sites for potential stores. We use this information as a starting point to evaluate a location for a Store and to begin additional physical site analysis and competitor and demographic analysis.

We use reports and proprietary modeling techniques and mathematical formula to identify and evaluate potential locations and trade areas for Stores within a given geographic area. The Franchise Agreement provides that in accepting this information from us, you will release and hold us harmless for any claims that may arise because we shared this type of information with you.

If you are signing a Development Agreement, the site selection process for each Store developed will be governed by our then-current form of Franchise Agreement and our then-current site authorization process, which may be materially different than it is under our current Franchise Agreement.

Real Estate & Restrictions on Lease of Site

We and you will identify an area in which your Store will be located, and you will select your store location from the area you are provided. You, working with a real estate broker approved by us, must select the site for the Store within the area designated and once selected that area will be used to determine your Area of Responsibility and Delivery Area in the Franchise Agreement. We do not generally own the Store premises or lease directly to a franchisee. All leases for Marco's Pizza Stores must use the Marco's Pizza Standard Lease Rider.

Your real estate lease must be amended by the Marco's Pizza Standard Lease Rider (Exhibit H). The purpose of the Marco's Pizza Standard Lease Rider is to grant us certain rights under the lease. No revisions can be made without our prior approval. Because we are a signer on the Marco's Pizza Standard Lease Rider it must remain a separate document and may not be incorporated into the lease document, except as an addendum, without our approval. Please note that no real estate lease may be signed unless you have received the Marco's Permitted Site Letter which documents your permission to operate at the Site and you have signed a Franchise Agreement for that Site and paid the initial franchise fee.

The underlying lease for the Site must meet the requirements described in Section 7.6 and 7.8 of the Franchise Agreement. If you do not open your Store within 365 days of the date you enter into the Franchise Agreement (or by December 27, 2026, if you qualify for and participate in the Equipment Incentive Program), we will have the right to terminate the Franchise Agreement.

All aspects of site selection and negotiations of the lease are your responsibility. We advise you to engage an attorney experienced in negotiating leases for franchised restaurants to assist you with the negotiation of your lease.

Initial Training

Before your Store opens, we will provide training to you, as the store owner. If you will not be participating in the on-site daily operations training, then, for each store you own, we require two designated trainees to complete the training program and earn Certified Operator status (i.e., graduate from the IOE (Introduction to Operational Excellence) Program, see details in the below charts) to meet our definition of a Designated Franchise Operator. All of our training programs are conducted in English as spoken and written in the United States, and you and/or your Designated Franchise Operator must be proficient in comprehending and communicating (e.g., reading, writing, and speaking) in English. We must approve the individual(s) designated by you, as to their ability to perform the management functions required for the role you have designated for them, and as their ability to assume responsibility for the operation of the Store ("Designated Franchise Operator"). The Designated Franchise Operator will start and continue, until completion, our initial training program (since February 2015); but if your Designated Franchise Operator: (A) has previously completed our initial training program; or (B) is a key management employee of ours (as we determine), then we will provide to the Designated Franchise Operator the initial training that we, in our sole discretion, deem appropriate, including supervisory training. If your Designated Franchise Operator does not register for training within 30 days of the Effective Date of the Franchise Agreement, or within 15 days of acquiring possession of the Site or start the next available IOE 101 Block (see chart) per the published schedule through no fault of ours, we reserve the right to reschedule the training for completion or, in our sole discretion, terminate the Franchise Agreement upon written notice to you. If your Designated Franchise Operator completed our initial training program prior to February 2015, they will be required to attend and successfully complete and graduate from the current IOE Program.

Marco's University Online (MUO) is the primary tool for all online instruction. You must procure a device compatible with accessing MUO and using its content. You may purchase and utilize the portable tablet device sold by us for this purpose, but it is not required (see Item 6).

The subjects covered in the initial training program are described in the table below. Franchisee must timely attend and complete all training without exception and adhere to scheduling, sequencing and the OE Lab requirements. You must attend the course in full and in the correct sequence.

MARCO'S FRANCHISING, LLC

FRANCHISE AGREEMENT

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Franchise Summary

Exhibits:

State Addendums	
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___ California	___ North Dakota
___ Illinois	___ South Dakota
___ Indiana	___ Washington
___ Maryland	___ Wisconsin
___ Minnesota	___ Virginia

Exhibits to the Franchise Agreement:	
Exhibit A: Guarantee, Indemnification, and Acknowledgment	Exhibit B: Assignment of Telephone Numbers
Exhibit C: Franchise Information Disclosure Agreement	Exhibit D: Property Interest Consent and Waiver
Exhibit E: Franchisee Certification	Exhibit F: MTS Software License Agreement & ACH
Exhibit G: Equipment Incentive Amendment	

This Franchise Agreement ("Agreement") is between Marco's Franchising, LLC, an Ohio limited liability company ("Franchisor", "us", "our", or "we,") and the Franchisee identified in the Franchise Summary on page 1 of this Agreement, including Your Principal Owners defined above (collectively referred to as "Franchisee or "you"). The information stated in the Franchise Summary above is a part of this Agreement for all purposes and is incorporated into the specific provisions of this Agreement as referenced in the terms stated below.

The Franchisee and each of the Principal Owners, jointly and severally, makes all of the representations, warranties, covenants and agreements set forth in this Agreement and each is obligated to perform hereunder. In consideration of the mutual undertakings and commitments of each party set forth herein, the parties have each executed this Agreement to take effect for all purposes on the Effective Date stated in the Franchise Summary ("Effective Date").

FRANCHISOR: **FRANCHISEE:**

Marco's Franchising, LLC ______________________________

EXHIBIT G TO FRANCHISE AGREEMENT

Equipment Incentive Program Amendment to Franchise Agreement

This Amendment to Franchise Agreement (the "Amendment") is made and entered into effective ___________________ (the "Effective Date") by and among:

- Marco's Franchising, LLC, an Ohio limited liability company located at 5252 Monroe Street, 2nd Floor, Toledo, OH 43623 ("Franchisor");
- ______________________, a [STATE] corporation ("Franchisee"); and
- ______________________.

RECITALS

Whereas, Franchisor and Franchisee are parties to a Franchise Agreement dated ___________________ (the "**Agreement**") for the development of ______________ Marco's Pizza Stores and have concurrently signed a franchise agreement for the development and operation of each Marco's Pizza Store (the "Franchise Agreements"); and

Whereas, Franchisor and Franchisee wish to enter into this Amendment to amend and supplement the terms of the Agreement as set forth herein.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:

1. **Conditions for Incentive.** In order to receive any of the Equipment Incentive Program ("Incentive") benefits under this Amendment, Franchisee must:

   a. Be an existing franchisee in the System, own and operate at least one Store, and have already completed Initial Training;

   b. Satisfactorily maintain Franchisor's financial, creditworthiness, and operational criteria to Franchisor's sole satisfaction;

   c. Remain in Good Standing under this Agreement and each Franchise Agreement with Franchisor, and not be in material default of the Agreement or any Franchise Agreement signed between Franchisee and Franchisor and/or its affiliates;

   d. Place order for and pay any balance associated the purchase of the Incentive Equipment Package (defined below) by October 1, 2026 ("Equipment Package Purchase Deadline").

   e. Open and operate the Store according to the standards and specifications determined by Franchisor no later than December 27, 2026 ("Equipment Incentive Store Opening Deadline").

If the Franchisee fails to (i) place the order as prescribed in 1.d. for the Incentive Equipment Package by the Equipment Package Purchase Deadline; and/or (ii) open and operate the Store to be developed under this Agreement by the Equipment Incentive Store Opening Deadline as prescribed in 1.e., Franchisor shall have no obligation to pay any cost related to the Incentive Equipment Package.

2. **Section 4.1** entitled **Initial Franchise Fee** shall be deleted in its entirety.

3. A new **Section 7.11.1** shall be added under **Section 7.11** entitled **Store Development-Equipment** as follows:

*7.11.1 **Equipment Incentive Program.** If Franchisee is in full compliance with this Agreement, then, notwithstanding anything to the contrary in the Agreement, Franchisor will pay up to Seventy-Five Thousand U.S. Dollars ($75,000.00) directly to its affiliate, Marco's Pizza Distribution, LLC ("MPD"), toward the base cost of the following initial equipment purchases ("Incentive Equipment Package") required to open your Store (not including taxes, freight, installation, insurance, or other ancillary costs), provided that Franchisee (i) orders only new equipment for the Incentive Equipment Package; (ii) orders the Incentive Equipment Package solely from MPD.; (iii) places its order for the Incentive Equipment Package no later than October 1, 2026 ("Equipment Package Purchase Deadline"); and (iv) Franchisee opens the Store for operation no later than December 27, 2026 ("Equipment Incentive Store Opening Deadline"):*

- *Edge or XLT Double Oven*
- *Edge or XLT Hood (with fire suppression, fan and curb, skirt kit, and crating)*
- *Walk-In Cooler*
- *Mixer*
- *Pizza Makeline*

As long as Franchisee meets the requirements listed in this Section 7.11.1, Franchisor agrees to pay the full amount of the Incentive Equipment Package, up to $75,000, after invoice by MPD. Franchisee will be responsible for all costs related to the Incentive Equipment Package related to taxes, freight, installation, insurance, and other ancillary costs, as well as any costs for the equipment listed above beyond the $75,000 maximum.

In the event Franchisee fails to meet the requirements listed in this Section 7.11.1, and Franchisor shall have no obligation to cover any cost related to the Incentive Equipment Package.

4. Section 9.2 entitled ***Completion and Opening of Store*** shall be revised as follows:

*9.2 **Completion and Opening of Store**. You agree to complete construction and open and operate the Store no later than **December 27, 2026**.*

Sections 9.2.1-9.2.3, inclusive, shall remain unchanged.

5. A new **Section 20.2.8** shall be added to **Section 20.2** entitled **Sale, Resale and Third Party Offer – Right of First Refusal** as follows:

20.2.8 Notwithstanding any of the foregoing, Franchisee understands that participation in the Equipment Incentive Program under the Amendment is personal to Franchisee, non-transferable, and non-assignable. Franchisee does not have the right to transfer the Agreement prior to the order (?) of the Incentive Equipment Package/opening of the Store.

6. **General Terms**. All remaining terms and conditions of the Agreement remain unchanged and in full force in effect. In the event of a conflict between the terms of this Amendment and the Agreement, the terms of this Amendment shall control. Terms not defined herein shall have the definition given them in the Agreement. The parties hereto agree to keep the terms of this Amendment and the negotiations that gave rise to this Amendment confidential, and neither party will disclose such confidential information except as reasonably necessary in the normal course of business or as required by law. The parties acknowledge that the introductory paragraphs to this Amendment are true, accurate, and are included in this Amendment for all purposes. This Amendment will take effect only upon its acceptance and execution by each party hereto. This Amendment may be amended only in a writing that has been signed by all of the parties to this Amendment. Each party represents and warrants to the other party that it had the full and complete opportunity to review this document with a lawyer of its own choosing in connection with the transaction contemplated under this Amendment. This Amendment constitutes the entire, full, and complete agreement between the parties concerning the subject matter hereof, and supersedes all prior agreements, related to this subject matter. No other representations have been made to induce the Parties to execute this Amendment. This Amendment will be binding upon, and inure to the benefit of, each party's respective heirs, representatives, successors, and assigns. This Amendment may be executed in counterparts, and each such counterpart may be exchanged by electronic means, and when all such counterparts are taken together with all other signature pages to this Amendment that have also been signed in counterpart, they will be considered as one Amendment.

NOW THEREFORE, the parties, each of whom intends to be legally bound by this Amendment have signed and delivered this Amendment as of the Effective Date.

Marco's Franchising, LLC	**[FRANCHISEE]**

Printed Name: Anthony Libardi	By:
Title: Co-CEO and President	Printed Name:
	Title:
	in their individual capacity

EXHIBIT M TO FRANCHISE DISCLOSURE DOCUMENT

STATE EFFECTIVE DATES

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

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

STATES	EFFECTIVE DATE
California	February 3, 2025, as amended October 31, 2025
Illinois	~~Pending~~See Separate FDD
Indiana	April 30, 2025, as amended October 31, 2025
Maryland	~~Pending~~May 28, 2025, as amended October 31, 2025
Michigan	January 23, 2025, as amended October 31, 2025
Minnesota	~~Pending~~May 20, 2025, as amended ___________
New York	April 30, 2025, as amended October 31, 2025
North Dakota	April 30, 2025, as amended ___________
South Dakota	~~Pending~~April 30, 2025, as amended October 31, 2025
Virginia	~~Pending~~June 1, 2025, as amended ___________
Wisconsin	April 30, 2025, as amended ___________

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 N TO FRANCHISE DISCLOSURE DOCUMENT

RECEIPT

This Disclosure Document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If Marco's Franchising, LLC offers you a franchise, it must provide this Disclosure Document to you: (a) 14 calendar days before you sign a binding agreement with, or make a payment to, us or an affiliate in connection with the proposed franchise sale, or (b) under New York law at the earlier of (i) your first personal meeting to discuss the franchise, or (ii) 10 business days before you sign a binding agreement with, or make payment to us or an affiliate in connection with the proposed franchise sale, or (c) under Michigan law, 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 Marco's Franchising, LLC does not deliver this Disclosure Document on time or if it contains a false or misleading statement or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and to the appropriate state agency listed in Exhibit A.

The franchisor is Marco's Franchising LLC, at 5252 Monroe St, Toledo, Ohio 43623 (800.262.7267).

Issuance date: April 30, 2025, as amended October 31, 2025

The franchise seller is Gerardo Flores, Sr. Vice President and Chief Development Officer, Marco's Franchising, LLC, at 5252 Monroe Street, Toledo, Ohio 43623, (419) 885-7000.

Marco's Franchising, LLC authorizes the agents listed in Exhibit B to receive service of process.

I have received a Franchise Disclosure Document dated April 30, 2025, as amended October 31, 2025, and with effective dates of state registration as listed on the State Effective Dates page. This Disclosure Document includes the following exhibits:

A. List of State Franchise Administrators
B. List of Agents for Service of Process
C. Financial Statements
D. Form of Development Agreement
E. Form of Franchise Agreement
F. Table of Contents to the Manual
G. Form of Authorization Agreement for Direct Withdrawals (ACH Debits)
H. Marco's Pizza Standard Lease Rider
I. State-Specific Amendments
J. Franchisee Certification
K. List of Franchisees and Company Owned Stores
L. Sample General Release
M. State Effective Dates
N. Receipts

By:

____________________ Date Received

______________________________ Prospective Franchisee

______________________________ Printed Name

Address:

____

____

This page remains with the Disclosure Document.

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