






Agreement, keep the full amount of the development fee, restrict you from opening additional Restaurants, revoke your exclusivity rights (if any), require payment of anticipated initial franchise fees and royalty fees, and increase royalties under Franchise Agreements opened under the Development Agreement. If you are not an individual(s), we may require, in our discretion, the owners of not less than 51% of your equity and voting control to sign a guaranty of your obligations under the Development Agreement. For our form of Development Agreement, see Exhibit G. Attached as Exhibit G to the Development Agreement is our current form of Guaranty Agreement for the Development Agreement.

Item 13 TRADEMARKS

Sbarro will give you the right, by mutual agreement, under the Franchise Agreement to operate an Italian style restaurant food service facility under one of the following trademarks (the “Proprietary Marks”), which are registered with the United States Patent and Trademark Office (“USPTO”) on the Principal Register as follows. We hold all of the registrations below:

TRADEMARK	REGISTRATION NUMBER	REGISTRATION DATE	CLASS(ES)
SBARRO®	985,647	06/04/1974	43
SBARRO®	1,991,581	08/06/1996	30
SBARRO THE ITALIAN EATERY®	1,161,472	07/14/1981	43
LA CUCINA DI CAPRI®	2,173,621	07/14/1998	42
MAMA SBARRO®	2,622,140	09/17/2002	43
MAMA SBARRO'S PIZZERIA®	2,646,881	11/05/2002	43
MAMA MAKES IT BETTER®	2,622,141	09/17/2002	43
TONY & BRUNO'S®	2,511,105	11/20/2001	43
SBARRO FRESH ITALIAN COOKING® Stylized and Design	4,147,731	05/22/2012	43
 SBARRO NYC 1956® Stylized and Design	4,762,939	06/30/2015	43
 SBARRO NYC 1956® Horizontal Stylized and Design	4,935,193	04/12/2016	43
SBARRO®	4,982,244	06/21/2016	30
SLICE SOCIETY®	4,984,761	06/21/2016	43

TRADEMARK	REGISTRATION NUMBER	REGISTRATION DATE	CLASS(ES)
	5,185,586	04/18/2017	30
	5,185,588	04/18/2017	43
SBARRO NEW YORK PIZZA®	5,626,813	12/11/2018	43
SBARRO THE ORIGINAL NEW YORK PIZZA®	5,881,174	10/08/2019	43
 SBARRO NYC.1956 and SLICE DESIGN WITHIN CIRCLE – BLACK and WHITE	7,278,950	01/16/2024	43

All affidavits of use and renewals required to be filed to maintain the registrations of these Proprietary Marks have been timely filed.

There are presently no effective determinations of the USPTO, the Trademark Trial and Appeal Board, the Trademark Administrator of any state or any court proceeding or any pending infringement, opposition or cancellation proceeding in the United States or any pending material federal or state court litigation involving the Proprietary Marks.

There are no agreements currently in effect that significantly limit the rights of Sbarro to use or license the use of the Proprietary Marks in any manner material to the franchise being offered in any state.

You must follow Sbarro's rules when you use the Proprietary Marks. You cannot use the Proprietary Marks as part of any corporate or trade name or with any prefix or suffix or any other modifying words, terms, designs or symbols or in any modified form, nor can you use any other trademarks or service names in connection with the Restaurant.

You must immediately notify Sbarro of any challenge to your use of the Proprietary Marks or of any claim by any person of any right in or to any of the Proprietary Marks. Sbarro has the sole discretion to take such action as it deems appropriate in the event of a claim by others of infringement, including discontinuing use of the alleged infringing Proprietary

	Provision	Section in Development Agreement	Summary
t)	Integration/merger clause	Section 16	Only the terms of the Development Agreement and other related written agreements are binding (subject to applicable state law). Any representations or promises outside of the disclosure document and development agreement may not be enforceable. Notwithstanding the foregoing, nothing in any development agreement is intended to disclaim the express representations made in this Franchise Disclosure Document.
u)	Dispute resolution by arbitration or mediation	Not applicable	Not applicable
v)	Choice of forum	Section 14	Except for actions brought by us for monies owed, injunctive or extraordinary relief or involving real property, the Proprietary Marks or our confidential information, litigation must be in Ohio (subject to state law).
w)	Choice of law	Section 14	Ohio law applies (subject to state law).

Item 18 PUBLIC FIGURES

Sbarro currently has no arrangements with any public figure for the endorsement of the franchise, or its products or in any other matter.

Item 19 FINANCIAL PERFORMANCE REPRESENTATIONS

The FTC's Franchise Rule permits a franchisor to provide information about the actual or potential financial performance of its franchised and/or franchisor-owned outlets, if there is a reasonable basis for the information, and if the information is included in the disclosure document. Financial performance information that differs from that included in Item 19 may be given only if: (1) a franchisor provides the actual records of an existing outlet you are considering buying; or (2) a franchisor supplements the information provided in this Item 19, for example, by providing information about possible performance at a particular location or under particular circumstances. ~~The outlets reflected in this information have achieved these results. There is no assurance you'll do as well. If you rely upon our figures, you must accept the risk of not doing well.~~

Factual Basis and Material Assumptions

You should consider the following factual basis and material assumptions when reviewing this Item 19:

1. As of December 29, 2024 we had 371 open and operating company owned and franchised locations in the U.S.
2. The data utilized in Table 1 of Item 19 are based solely on the operating results of the 143 company locations that were open and operating during the entire calendar year of 2024. We did not include any location in the analysis that was not open and operating for such entire calendar year period. All of the locations included offer substantially the same products and services as are currently utilized in substantially all Sbarro locations. It does not include the results of franchised locations or the four company locations that were discontinued during the 2024 calendar year. We do not have comparable figures for franchised locations because, although we have the right to require delivery of audited financial information from our franchisees, we currently do not enforce this right on a regular basis.

List of Current Franchisees

Attached to this Disclosure Document as Exhibit J is a list of all Sbarro Restaurant Franchisees and the addresses and telephone numbers of their outlets.

List of Former Franchisees

The name and last known home address and telephone number of every Franchisee within the United States who has had an outlet terminated, canceled, not renewed, transferred, or otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement during the most recently completed fiscal year, or who has not communicated with Sbarro within 10 weeks of the date of this Disclosure Document are listed in Exhibit K.

If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise System.

Purchase of Previously-Owned Franchise

If you are purchasing a previously-owned franchised outlet, we will provide you additional information on the previously-owned franchised outlet in an addendum to this Disclosure Document.

Confidentiality Clauses

During the last three fiscal years, neither we nor Sbarro LLC signed any agreements with franchisees that contain confidentiality clauses that would restrict a franchisee's ability to speak openly about their experience.

Trademark-Specific Franchisee Organizations

We are not currently aware of any trademark-specific franchisee organizations associated with the franchise System which we have created, sponsored or endorsed, or any independent franchisee organizations that have asked to be included in this Disclosure Document.

Item 21 FINANCIAL STATEMENTS

Exhibit L to this Disclosure Document contains the following audited financial statements of our parents as follows: Sbarro Holdings, Inc. and subsidiaries for the years ended December 29, 2024, December 31, 2023, and January 1, 2023. Note that Sbarro Holdings, Inc. fiscal year end is the 52 or 53 week period ending on the Sunday closest to December 31. [Sbarro Holdings, Inc. has guaranteed the Franchisor's performance under the Franchise Agreement.](#)

EXHIBIT N

SBARRO FRANCHISE CO., LLC **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.

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

State	Effective Date
California	Pending
Hawaii	August 16, 2024
Illinois	Pending April 30, 2025
Indiana	June 8, 2025
Maryland	Pending
Michigan	July 31, 2024
Minnesota	November 6, 2024
New York	Pending
North Dakota	May 14, 2025
Rhode Island	September 16, 2024
South Dakota	May 8, 2025
Virginia	December 2, 2024
Washington	Pending
Wisconsin	June 3, 2025

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.

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 Sbarro Franchise Co., LLC offers you a franchise, Sbarro Franchise Co., LLC must provide this Disclosure Document to you at least 14 calendar days before you sign a binding agreement or before any payment to Sbarro Franchise Co., LLC or an affiliate in connection with the proposed franchise sale. Under Michigan and Wisconsin law, Sbarro Franchise Co., LLC must provide this Disclosure Document to you 10 business days before you sign any contract or make any payment relating to the franchise relationship. Under New York law and Oklahoma law, Sbarro Franchise Co., LLC must provide this Disclosure Document to you at the earliest of the first personal meeting or 10 business days before you sign any contract or make any payment relating to the franchise relationship.

If Sbarro Franchise Co., 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 the appropriate state agency listed in Exhibit I.

The name, principal business address and telephone number of the franchise seller involved in offering this franchise to you is Carlo Agostinelli, Sbarro Franchise Co, LLC, 1328 Dublin Road, Columbus, OH 43215, Ph: (614) 769-9911.

Issuance Date: March 31, 2025

Sbarro authorizes its registered agents listed in Exhibit H to receive service of process for Sbarro.

I have received a Franchise Disclosure Document dated March 31, 2025. State registration effective dates are listed on the State Registrations page. The Disclosure Document included the following Exhibits:

- | | |
|--|---|
| (A) Franchise Agreement | (I) State Regulatory Authorities |
| (B) Asset Sale Agreement | (J) List of Outlets |
| (C) Sublease Agreement | (K) List of Closed Outlets |
| (D) Confidentiality Agreement For
Disclosure of Manuals | (L) Financial Statements |
| (E) Confidentiality Agreement – Employee | (M) State Addenda to the Disclosure
Document |
| (F) Standard Franchise Application | (N) State Effective Dates |
| (G) Development Agreement | (O) Receipts (duplicate) |
| (H) Agents for Service of Process | |

Prospective Franchisee Signature

Date

Print Name

Franchisee Address

Prospective Restaurant Location Address
(City, State)

Two copies of an acknowledgment of your receipt of this disclosure document appear as Exhibit O.
Please return one copy to us and retain the other copy for your records.

Return this page to:
Sbarro Franchise Co., LLC Franchise Development
1328 Dublin Road, Columbus, OH 43215