

ROSATI'S PIZZA ENTERPRISES, INC.

~~10924 Legacy Gateway Circle, Unit 104~~ 1320 Arrow Point Drive, Ste 50190

~~Fort Myers, FL 33913~~ Cedar Park, TX 78613

www.MyRosatis.com, and www.RosatisFranchising.com

(847) 915-9174



MINNESOTA FRANCHISE DISCLOSURE DOCUMENT

~~May 7, 2025~~ April 30, 2025

FRANCHISE DISCLOSURE DOCUMENT

ROSATI'S PIZZA ENTERPRISES, INC. (~~A Florida Corporation~~ A Texas Corporation)

~~10924 Legacy Gateway Circle, Unit 1041320 Arrow Point Drive, Ste 50190,~~

~~Fort Myers, FL 33913~~ Cedar Park, TX 78613

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info@myrosatis.com or info@rosatisfranchising.com

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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 \$500,000.00 for a Carryout / Delivery location or \$275,000 to \$1,249,000.00 for a Sports Pub location. The Initial Fees include the \$10,000.00 Site Selection and Real Estate Course Training Course Fee, and the \$25,000.00 for the Business Establishment Training Course Fee. There is not an Initial Franchise Fee due when signing the Ongoing Franchise Agreement.

We offer multiple units to select franchisees. If approved, You will pay a Development Fee of \$17,500.00 for all additional units that You are agreeing to open over time. The total investment necessary to begin operation of a 3-pack or a 5-Pack Rosati's Area Development Franchised Business is \$182,200.00 to \$1,319,000.00 for any combination of the Carryout/Delivery or Sports Pub locations. This includes the Initial Fees for the first unit. 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 ~~10924 Legacy Gateway Circle, Unit 1041320 Arrow Point Drive, Ste 50190, Fort Myers, FL 33913~~ 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 for additional information.

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

Issuance Date: ~~May 7, 2025~~ April 30, 2025

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 were organized as a Corporation in Florida on March 15, 2023. We have no parents. Our principal business address is 10924 Legacy Gateway Circle, Unit 104, Fort Myers, FL 33913. 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 were formed originally as an Illinois corporation on February 16, 2022, and domesticated as a Florida corporation on March 15, 2023. We have no parents. 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

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 ~~Vice~~Vice-President:
Rosati**

David M.

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

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. ~~This lawsuit arises from the actions of Anthony Rosati and David Rosati, former shareholders of RFI and officers of Us, in turning in their shares of RFI in exchange for an assignment of certain existing franchise agreements sold by them through RFI pursuant to a provision in the RFI Shareholder Agreement, and establishing Us to operate as a franchisor of Rosati's Pizza restaurants. The plaintiffs allege that the representations made by the defendants in this disclosure document and Our advertising materials constitute a deceptive trade practice under the Illinois Uniform Deceptive Trade Practices Act. The plaintiffs further allege that the individual defendants, by assigning to themselves 143 franchises and 4 multi-unit developer agreements, allegedly misappropriating RFI's assets and intellectual property including RFI's website, and forming us to compete with RFI, breached their fiduciary duty to RFI and its shareholders in violation of the Illinois Business Corporation Act, and further, conspired to commit breach of their fiduciary duty to RFI and its shareholders. The plaintiffs seek preliminary and permanent injunctions, compensatory and punitive damages, a constructive trust over RFI assets allegedly misappropriated pending adjudication on the merits, an accounting of RFI financial records through February 28, 2022, an accounting of Our balance sheet and Item 19 financial performance representations included in its FDD, attorneys' fees and other relief the Court deems just and appropriate. On June 30, 2022, the defendants filed a motion to dismiss the action. On November 14, 2022 and January 5, 2023, RFI filed motions for temporary restraining orders ("TROs") seeking to restrict Us and Our officers from taking certain actions relating to Our operations pending adjudication of the lawsuit on the merits. The trial court denied both of RFI's motions. RFI took an interlocutory appeal seeking reversal of the trial court's orders denying RFI's motions for TROs. On March 1, 2023, the Illinois Appellate Court entered an order affirming the trial court's denials of RFI's motions. By order dated March 15, 2023, the Court granted the motion to dismiss without prejudice in all respects except for the claims for breach of fiduciary duty and an accounting as to Anthony and David Rosati. Discovery in the case is ongoing. 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 be 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 due when signing the Ongoing Franchise Agreement. The Franchise Fee is Zero Dollars (\$0.00); however, ~~if You choose to take Our courses,~~ You will have initial course fees due prior to signing the Ongoing Franchise Agreement.

~~If You choose to~~ 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 ~~of Twenty Five Thousand Dollars (\$25,000.00), discussed above, is due to Us in a lump sum when You sign the Business Establishment Training Course Agreement. (unless otherwise stated in the State Addendum attached.) The 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

~~After entering into an Establishment Agreement, for~~ 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.

Note: The rest of this Item is only applicable if You apply to become and are awarded a Rosati's Franchised Business.

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

~~ITEM 6.~~

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

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.

Name of Fee	Amount	Due Date	Remarks
Royalty Fee ¹	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. ³
National Advertising Fund ¹	\$350 per month or 5 <u>1</u> % of Gross Sales, whichever is greater; whichever is less; following the date the Franchised Business is open to the public	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 ⁷	\$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 ^{1,7}	\$15,000.00 to \$25,000.00 for a Carryout/Delivery Restaurant; and	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

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.

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 ~~2023, as well as, currently~~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, 2024³, Our revenues from Franchisees’ required purchases or leases were \$~~1,642,027~~1,677,528.00 or 21~~3~~% of Our total revenues of \$~~7,124,764~~7,863,515.00. Required purchases or leases are estimated to make up 70% to 80% of a Franchisee’s total initial investment and

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;

~~Note: The rest of this Item, except for the discussion of the Training Courses and their applicable Manual, is only applicable if You apply to become and are awarded a Rosati's Franchised Business.~~

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

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-one~~ percent (15%) of Gross Sales, whichever is ~~less~~ greater, 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,

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 ~~and~~ systems 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,

ITEM 12. TERRITORY

Note: The rest of the Items in the FDD are only applicable if You apply to become and are awarded a Rosati's Franchised Business.

-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

		<ul style="list-style-type: none"> causing injury or prejudice to the Marks or the System; or owning or working for a Competitive Business.
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"> 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 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.
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 Fort Myers, Florida <u>Williamson County, Texas</u> 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 Fort Myers, Florida <u>Williamson County, Texas</u> , unless modified by an attached State Addendum.
w. Choice of law	Section 23.1	Subject to applicable state law, Florida law <u>Texas law</u> 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"> One Thousand Dollars (\$1,000.00) per day, per occurrence, retroactive to first date of offense; plus the average monthly amount of the last three (3) fully operating months' royalty fees, multiplied times 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.

THE DEVELOPMENT AGREEMENT		
Provision	Section In the Development Agreement	Summary
		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 ~~10924 Legacy Gateway Circle, Unit 1041320 Arrow Point Drive, Ste 50190, Fort Myers, FL 33913~~ 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 ~~five-one~~ percent (~~15~~%) of Gross Sales, whichever is ~~less~~greater;
- 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 131 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.

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

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.

<u>Average Gross Sales</u>	<u>Units Meeting or Exceeding Avg</u>	<u>Range of Gross Sales</u>	<u>Median Gross Sales</u>
\$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.

<u>Average Gross Sales</u>	<u>Units Meeting or Exceeding Avg</u>	<u>Range of Gross Sales</u>	<u>Median Gross Sales</u>
\$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.

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

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.

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

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 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.

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

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 89% of the franchised sports pubs in operation as of December 31, 2023.~~

~~3) 32% 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~~
- ~~* 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 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.~~

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

Carryout / Delivery Restaurants

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

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
- * 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~~

~~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

~~Some outlets have sold/earned this amount. Your individual results may differ. There is no assurance that you’ll sell/earn as much.~~

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.

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

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

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

*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

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

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

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

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

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

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

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

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

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

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

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

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. 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.

Table No. 1
Systemwide Outlet Summary
For Years 2021 to 2023

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2021	0	0	0
	2022	0	123*	+123
	2023	123	126	+3
Affiliate-Owned	2021	0	0	0
	2022	0	2	+2
	2023	2	1	-1
Total Outlets	2021	0	0	0
	2022	0	125	+125
	2023	125	127	+2

*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 2021-2023**

State	Year	Number of Transfers
Arizona	2021	0
	2022	4
	2023	5
California	2021	0
	2022	1
	2023	0
Colorado	2021	0
	2022	1
	2023	0
Florida	2021	0
	2022	0
	2023	1
Illinois	2021	0
	2022	2
	2023	4
Indiana	2021	0
	2022	0
	2023	1
Texas	2021	0
	2022	0
	2023	1
Wisconsin	2021	0
	2022	2
	2023	0

Total Transfers	2021	0
	2022	10
	2023	12

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.

Table No. 3
**Status of Franchised Outlets
For Years 2021-2023**

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
AZ	2021	0	0	0	0	0	0	0
	2022	0	20	0	0	0	1*	19
	2023	19	2	0	0	0	2	19
CA	2021	0	0	0	0	0	0	0
	2022	0	5	0	0	0	1	4
	2023	4	0	0	0	0	0	4
CO	2021	0	0	0	0	0	0	0
	2022	0	1	0	0	0	0	1
	2023	1	0	0	0	0	0	1
DC	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
	2023	0	1	0	0	0	0	1
FL	2021	0	0	0	0	0	0	0
	2022	0	9	0	0	0	1	8**
	2023	8	1	0	0	0	1	8
GA	2021	0	0	0	0	0	0	0
	2022	0	2	0	0	0	0	2

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	2	0	0	0	0	0	2
IA	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
	2023	0	1	0	0	0	0	1
IL	2021	0	0	0	0	0	0	0
	2022	0	62	0	0	0	1	61**
	2023	61	4	0	0	0	3	62
IN	2021	0	0	0	0	0	0	0
	2022	0	6	0	0	0	1	5
	2023	5	0	0	0	0	0	5
KS	2021	0	0	0	0	0	0	0
	2022	0	1	0	0	0	0	1
	2023	1	0	0	0	0	0	1
MD	2021	0	0	0	0	0	0	0
	2022	0	1	0	0	0	0	1
	2023	1	0	0	0	0	0	1
MN	2021	0	0	0	0	0	0	0
	2022	0	1	0	0	0	0	1
	2023	1	0	0	0	0	0	1
MO	2021	0	0	0	0	0	0	0
	2022	0	1	0	0	0	0	1
	2023	1	0	0	0	0	0	1
MS	2021	0	0	0	0	0	0	0
	2022	0	1	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
	2023	1	0	0	0	0	0	1
NC	2021	0	0	0	0	0	0	0
	2022	0	1	0	0	0	0	1
	2023	1	0	0	0	0	0	1
NE	2021	0	0	0	0	0	0	0
	2022	0	1	0	0	0	0	1
	2023	1	0	0	0	0	0	1
NV	2021	0	0	0	0	0	0	0
	2022	0	2	0	0	0	0	2
	2023	2	0	0	0	0	1	1
OK	2021	0	0	0	0	0	0	0
	2022	0	1	0	0	0	0	1
	2023	1	0	0	0	0	0	1
TX	2021	0	0	0	0	0	0	0
	2022	0	4	1	0	0	0	3
	2023	3	2	0	0	0	1	4
WI	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
	2023	10	0	0	0	0	0	10
Total	2021	0	0	0	0	0	0	0
	2022	0	130	2	0	0	5	123
	2023	123	11	0	0	0	8	126

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.~~

Table No. 4
**Status of Company-Owned Outlets
 For Years 2021-2023**

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
AZ	2021	0	0	0	0	0	0
	2022	0	1	0	0	1	0
	2023	0	0	0	0	0	0
IL	2021	0	0	0	0	0	0
	2022	0	2*	0	0	0	2
	2023	2	0	0	0	1	1
Totals	2021	0	0	0	0	0	0
	2022	0	3	0	0	1	2
	2023	2	0	0	0	1	1

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 2023

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
Alabama	0	0	0
Alaska	0	0	0

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
Arizona	3	1	0
Arkansas	0	0	0
California	0	1	0
Colorado	0	0	0
Connecticut	0	0	0
Delaware	0	0	0
Florida	1	2	0
Georgia	1	0	0
Hawaii	0	0	0
Idaho	0	0	0
Illinois	3	0	0
Indiana	0	0	0
Iowa	0	0	0
Kansas	0	0	0
Kentucky	1	0	0
Louisiana	0	0	0
Maine	0	0	0
Maryland	1	0	0
Massachusetts	0	0	0
Michigan	0	0	0
Minnesota	0	0	0
Mississippi	0	0	0
Missouri	0	0	0

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
Montana	0	0	0
Nebraska	0	0	0
Nevada	1	0	0
New Hampshire	0	0	0
New Jersey	1	0	0
New Mexico	0	0	0
New York	0	0	0
North Carolina	2	0	0
North Dakota	0	0	0
Ohio	0	0	0
Oklahoma	0	0	0
Oregon	0	0	0
Pennsylvania	0	0	0
Rhode Island	0	0	0
South Carolina	0	0	0
South Dakota	0	0	0
Tennessee	0	0	0
Texas	1	0	0
Utah	0	0	0
Vermont	0	0	0
Virginia	0	0	0
Washington	0	0	0
West Virginia	0	0	0

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
Wisconsin	0	0	0
Wyoming	0	0	0
Total	15	4	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. Since We have not been in business for 3 years or more, We cannot include all financial statements for three years, which are required in Instructions 1(i) and (ii) of this Item 21. However, We comply with this Item by supplying (i) Our audited financials for this fiscal year ending December 31, 2022; (ii) Our audited financials for the year ending December 31, 2023, and (iii) Our unaudited financial statements through the quarter ending prior to the issuance date of this Franchise Disclosure Document, which are attached as Exhibit A. Our fiscal year ends December 31.

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;
- ~~1. Our unaudited financial statements for Q1 2024;~~
- 2-4. Our Audited Financials through December 31, 2023; and
- ~~3-5.~~ Our Audited Financials through December 31, 2022.

ROSATI'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>
REVENUE		
License Fees	\$ 257,037.39	12.17%
Marketing Co-op Income	453,679.06	21.48%
Royalty Fees	1,401,350.10	66.35%
Total Revenue	2,112,066.55	100.00%
OPERATING EXPENSES		
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%
Total Operating Expenses	2,232,910.64	105.72%
Operating Income (Loss)	(120,844.09)	-5.72%
OTHER INCOME (EXPENSE)		
Unrealized Gain		0.00%
Interest Income	6,717.73	0.32%
Depreciation		0.00%
Interest Expense	(14,909.01)	-0.71%
Total Other Income (Expense)	(8,191.28)	-0.39%
NET PROFIT (LOSS)	\$ (129,035.37)	-6.11%

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**

<u>ASSETS</u>	
CURRENT ASSETS	
Cash	\$ 157,263.27
Accounts Receivable	1,060,203.07
Prepaid Expenses	27,594.61
	<hr/>
Total Current Assets	\$ 1,245,060.95
PROPERTY AND EQUIPMENT	
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/>
Total Property and Equipment	216,668.14
OTHER ASSETS	
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/>
Total Other Assets	1,923,210.69
TOTAL ASSETS	<u><u>\$ 3,384,939.78</u></u>



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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Page 1



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.

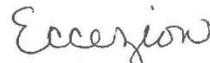
Auditor's Responsibilities for the Audit of the Financial Statements

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	\$ 10,000	\$ 926,029	\$ (1,365,495)	\$ (429,466)

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	<u>(331,672)</u>
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:

Page 10

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 BALANCE SHEET~~

~~JANUARY 1, 2024, THROUGH MARCH 31, 2024~~

~~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, 2024		
<u>ASSETS</u>		
Current Assets		
Cash on Hand and in Banks	\$ 135,862.26	
Accounts Receivable	981,562.43	
Prepaid Expenses	<u>62,579.77</u>	
Total Current Assets		\$ 1,180,004.46
Property and Equipment		
Office Furniture	36,317.00	
Office Equipment	31,100.81	
Less-Accumulated Depreciation	<u>(36,425.49)</u>	
Total Property and Equipment		30,992.32
Other Assets		
Due From Franchisees	1,572,634.44	
Due From Affiliates	48,673.02	
Due From Officers	70,197.37	
Employee Advances	19,406.20	
Purchase Deposit	1,158.87	
Deferred Tax Asset	145,160.00	
Commission Contract Asset	<u>209,793.00</u>	
Total Other Assets		<u>2,067,022.90</u>
Total Assets		<u>\$3,278,019.68</u>

See Accountant's Compilation Report

ROSATI'S PIZZA ENTERPRISES, INC

**BALANCE SHEET
MARCH 31, 2024**

LIABILITIES AND STOCKHOLDERS' EQUITY

Current Liabilities

Credit Card Payable	\$ 60,106.79
Sales Tax Payable	28,030.00
Accounts Payable	650,217.68
Accrued Salaries and Wages	24,730.76
Corporate Gift Card Program	479,758.69
Payroll Tax Payable	<u>15,776.50</u>

Total Current Liabilities \$ 1,258,620.42

Long-Term Liabilities

Due To Affiliates	136,203.09
License Contract Liability	<u>1,925,987.00</u>

Total Long-Term Liabilities 2,062,190.09

Total Liabilities 3,320,810.51

Stockholders' Equity

Capital Stock	10,000.00
Additional Paid In Capital	926,029.99
Retained Earnings	<u>(978,820.82)</u>

Total Stockholders' Equity (42,790.83)

Total Liabilities and Stockholders' Equity **\$3,278,019.68**

See Accountant's Compilation Report

ROSATI'S PIZZA ENTERPRISES PROFIT & LOSS STATEMENT

JANUARY 1, 2024, THROUGH MARCH 31, 2024

~~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 THREE MONTHS ENDED MARCH 31, 2024		
	CURRENT PERIOD	PERCENT OF INCOME
Revenue		
License Fees	\$ 143,700.00	8.00 %
Marketing Co-Op Income	399,365.07	22.23 %
Royalty Fees	<u>1,253,616.69</u>	<u>69.77 %</u>
Total Revenue	1,796,681.76	100.00 %
Operating Expenses		
Advertising and Promotion	90,652.62	5.05 %
Automobile Expenses	593.00	0.03 %
Bank and Credit Card Fees	859.89	0.05 %
Consulting Fees	997,876.06	55.54 %
Dues and Subscriptions	1,170.00	0.07 %
Franchisee Expenses	81,283.59	4.52 %
Insurance Expense	7,140.76	0.40 %
Legal and Professional Fees	744,681.75	41.45 %
Meals	1,016.65	0.06 %
Office Expense	3,790.78	0.21 %
Outside Services	10,350.00	0.58 %
Pension Plan Contributions	2,584.61	0.14 %
Postage	425.26	0.02 %
Rent Expense	3,750.00	0.21 %
Royalty Fees Expense	63,916.92	3.56 %
Salaries-Administrative	170,115.32	9.47 %
Salaries-Commissions	15,000.00	0.83 %
Taxes-Payroll	19,369.32	1.08 %
Taxes-State Franchise Tax	280.44	0.02 %
Telephone and Internet	1,313.84	0.07 %
Travel Expenses	44,371.98	2.47 %
Utilities	<u>137.04</u>	<u>0.01 %</u>
Total Operating Expenses	2,260,679.83	125.83 %
Operating Income (Loss)	(463,998.07)	(25.83)%
Other Income		
Interest Income	<u>5,401.83</u>	<u>0.30 %</u>
Total Other Income	5,401.83	0.30 %
Other Expenses		
Depreciation Expense	<u>44.49</u>	<u>0.00 %</u>
Total Other Expenses	44.49	0.00 %
Net Income (Loss)	\$ (458,640.73)	(25.53)%

See Accountant's Compilation Report

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:~~

~~Note: FA / ADA = Franchise Agreement / Area Development Agreement.~~

~~The number indicated is the number of franchise businesses purchased.~~

Company Name	Best Contact	Restaurant Address	City, ST Zip	Phone
Arizona				
Elsberry Investments, LLC	Bryon Ellsberry	3668 W. Anthem Way, #A128	Anthem, AZ, 85086	(623) 551-8545
DKAZ Holdings LLC	Dennis Kindred	1729 N. Dysart Rd., Ste. B107	Avondale, AZ, 85392	(602) 455-1000
Cave Creek Companies, LLC	Jeffrey Nachtweih	28325 N. Tatum Blvd., #7	Cave Creek, AZ, 85331	(480) 538-5380
Bourbon Richard's, LLC	Nick Esposito	1050 E. Ray Rd.	Chandler, AZ, 85225	(480) 401-5555
TMJ Pizza Mesa 3 Val Vista LLC	James Saris	53 N. Val Vista Dr., #106	Gilbert, AZ, 85234	(480) 633-3000
Sherandy LLC	Sherry Robertson	6900 E. Highway 60, #115	Gold Canyon, AZ, 85118	(480) 983-7400
Ellsworth Pizza LLC	Nitin Sharma	1035 N. Ellsworth Rd., Ste. C104	Mesa, AZ, 85207	(480) 986-1600
Rosatis Mesa by Pham, LLC	Tung Pham	1309 N. Greenfield Rd., #100	Mesa, AZ, 85205	(480) 771-5555
PB&J Pizza, LLC	Patrick Bush	12152 N. Rancho Vistoso Blvd., #C170	Oro Valley, AZ, 85755	(520) 229-0083
R F Foods LLC	Rogelio Flores	10651 W. Olive Ave., #105	Peoria, AZ, 85345	(623) 878-8558
Food 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
ZNJ Pizza, Inc.	Zahid Azam	4041 E. Thomas Rd., #110	Phoenix, AZ, 85018	(602) 381-0009
R & RR Company LLC	Rogelio Flores	2737 W. Thunderbird Rd.	Phoenix, AZ 85053	(602) 978-0007
Gautam Inc.	Vikas Gautam	602 W. Union Hills Dr., #1	Phoenix, AZ, 85027	(623) 581-1112

Stanfam LLC	Sheri Stanford	10855 N. 116th St., #140	Scottsdale, AZ, 85259	(480) 551-7000
Trushmore Partners, LLC	Thomas Trush	10989 E. Dynamite Blvd., #102	Scottsdale, AZ, 85262	(480) 513-2552
Scottsdale Pizza LLC	James Papanikos	20343 N. Hayden Rd., Ste. 110	Scottsdale, AZ, 85255	(480) 573-0737
PCB Pizza, L.L.C.	Patrick Bush	2944 W. Ina Rd.	Tucson, AZ, 85741	(520) 531-1100
California				
Partners In Dine, Inc.	Melody Johnson	337 N. El Camino Real	Encinitas, CA, 92024	(760) 452-2007
ManAli Investments Inc.	Lorena Elchaarani	79630 Highway 111, Ste. M 2	La Quinta, CA, 92253	(760) 775-8900
WGC Dining Investments Inc.	Ossama Deeb	5855 Mission Gorge Rd.	San Diego, CA, 92120	(619) 679-9300
SDS Temecula LLC	Steven Sillin	30680 Rancho California Rd., Ste. #2	Temecula, CA, 92591	(951) 587-2500
Colorado				
NCB Pizza LLC	Nikolas Bjork	2055 W. 136th Ave., Ste. 100	Broomfield, CO, 80023	(720) 547-0200
District of Columbia				
Adil And Abir DC 20 LLC	Saheda Rob	2409 Benning Rd. NE	Washington, DC 20002	(202) 750-3322
Florida				
Big Bargain Liquidation LLC	Sean Mussulman	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
Rosatis FM LLC	Jordan Lupella	9011 Daniels Pkwy., Ste. 104	Fort Myers, FL 33912	(239) 237-0000
Strand Haus, Inc.	Joe Wendling	15245 S. Tamiami Trl., Ste. 1	Fort Myers, FL 33908	(239) 481-1110
Jax Pizza & Bar, LLC	Dipeshkumar Patel	7051 Collins Rd., Ste. 402	Jacksonville, FL 32244	(904) 801-1200
Fox Bay Largo LLC	Yonas Hagos	10443 Ulmerton Rd., #7	Largo, FL 33771	(727) 477-1400
The Italian Job, LLC	Peter Economys	1012 St. Lucie W. Blvd.	Port St. Lucie, FL 34986	(772) 340-0999
Noble Foods of Florida, LLC	Kamruddin Mithani	7756 University Blvd., #104	Winter Park, FL 32792	(407) 663-5300
Georgia				
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	Hosenton, GA, 30548	(470) 238-0000
Illinois				
Dweeti, Inc.	Vikas Kumar	2990 Ogden Ave.	Aurora, IL, 60504	(630) 851-8100
Rosati's Pizza Pub Development - Bannockburn, LP	Anthony Rosati	2539 Waukegan Rd., Ste. 122B	Bannockburn, IL, 60015	(847) 943-9981

Cervantes Pizza, Inc.	Felipe Cervantes	186 E. Main St.	Braidwood, IL, 60408	(815) 458-2100
J & S Pizza, Inc.	Sharon Rodriguez	117 N. John F. Kennedy Dr.	Carpentersville, IL, 60110	(847) 844-3400
ITN LLC	Nicholas Imbrogno	23 E. Adams St.	Chicago, IL, 60603	(312) 262-2100
Grand One Enterprise LLC	Daanyaal Ahmad	5905 S. Archer Ave.	Chicago, IL 60638	(773) 305-6555
JSKA LLC	Sehul Patel	4863 N. Broadway St.	Chicago, IL, 60640	(773) 334-3333
Deved Pizza—Logan Square LLC	Tejas Sheth	2218 N. California Ave.	Chicago, IL, 60647	(773) 741-0001
Stuffingking of Lincoln LLC	Mehulkumar Patel	953 W. Diversey Pkwy.	Chicago, IL, 60614	(773) 570-9000
DKD3 Inc.	Dipal Thakkar	1339 S. Halsted St.	Chicago, IL, 60607	(312) 455-1211
Fast Pizza Inc.	Salman Ukani	5544 N. Milwaukee Ave.	Chicago, IL, 60630	(773) 792-2585
NTI Partners LLC	Nicholas Imbrogno	176 N. Wells St.	Chicago, IL, 60606	(312) 332-7272
Milan&Mira LLC	Ruzica Radovanovic	3603 N. Western Ave.	Chicago, IL, 60618	(873) 895-9888
Morris Food Service Incorporated	Mark Yokubonis	80 E. Division St.	Coal City, IL, 60416	(815) 634-8111
DPSK Inc.	Meridiana Petani	1490 Cedarwood Dr.	Crest Hill, IL, 60403	(815) 744-0800
Bartolos Inc.	Eduardo Bartolo Silva	20590 Milwaukee Ave.	Deerfield, IL, 60015	(847) 541-5558
Sun Foods Group LLC	Sandipkumar Patel	2665 Mannheim Rd.	Des Plaines, IL, 60018	(847) 635-6300
Rosati's AMK Inc.	Amin Kanchwala	860 N. Main St.	Elburn, IL, 60119	(630) 365-3333
Up North, Corporation	Gurdev Juneja	1168 Dodge Ave.	Evanston, IL, 60202	(847) 424-1111
Rosati's Pizza Pub Development—Genoa, LP	Anthony Rosati	407 Sycamore Rd., Ste. 7	Genoa, IL 60135	(815) 517-9527
Patels Slice of Paradise in Glenview LLC	Sehul Patel	1708 Milwaukee Ave.	Glenview, IL, 60025	(847) 296-0260
RS & VP, LTD.	Sonali Juneja	1866 E. Belvidere Rd.	Grayslake, IL, 60030	(847) 543-8800
Harvard Pizza Inc.	Mehulkumar Patel	360 S. Division St., #5	Harvard, IL, 60033	(815) 943-8100
Lumiere Hospitality Group LLC	Iyad Akel	3061 N. Barrington Rd.	Hoffman Estates, IL, 60192	(847) 648-9000
Lasalle Rosati's, Corp.	Amin Kanchwala	148 Gooding St.	LaSalle, IL, 61301	(815) 780-2780
Aurora North, Inc.	Linda Weiler	630 N. Western Ave.	Lake Forest, IL, 60045	(224) 271-1700
Vanshdesai Inc.	Kunal Desai	1243 State St.	Lemont, IL, 60439	(630) 243-1500
Villarreal Dining, Inc.	James Villarreal	1043 N. Milwaukee Ave.	Libertyville, IL, 60048	(847) 816-9500
New Lenox Pizza, Inc.	Shawna Casey	1047 E. 9th St.	Lockport, IL, 60441	(815) 588-2000
RTJ Pizza of Lombard Inc.	Thanas Jano	705 E. Roosevelt Rd.	Lombard, IL, 60148	(630) 620-1700

Rosati's 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
Mendota Pizza, Inc.	Thomas Banning	801 6th St.	Mendota, IL, 61342	(815) 538-3838
Hernandez Family LLC	Dorian Hernandez	19608 S. La Grange Rd.	Mokena, IL, 60448	(708) 479-9400
Sans of Montgomery, Inc.	Arturo Carlos	2083 Orchard Rd.	Montgomery, IL, 60538	(630) 264-4410
TM Pizza Mt. Carmel, LLC	Marie Jacobs	411 W. 9th St.	Mt. Carmel, IL, 62863	(618) 262-0009
Delite LLC	Piyush Patel	3150 W. 111th St.	Mt. Greenwood, IL, 60655	(773) 239-4900
S & S Pizza, Inc.	Abdul Jaffer	406 W. 5th Ave.	Naperville, IL, 60563	(630) 305-3500
LVD Pizza Inc.	Olga Natsikou	1935 95th St., #103	Naperville, IL, 60564	(630) 428-0400
New Lenox Pizza, Inc.	Shawna Casey	108 W. Illinois Hwy.	New Lenox, IL, 60451	(815) 485-1000
Patel's Slice of Paradise, LLC	Sehul Patel	8166 N. Milwaukee Ave.	Niles, IL, 60714	(847) 825-5855
Bartolo Group Inc.	Eduardo Bartolo Silva	2833 Dundee Rd.	Northbrook, IL, 60062	(847) 498-4080
Khowaja & Bukhari, Inc.	Ali Khowaja	6230 W. 95th St., Ste. A	Oak Lawn, IL, 60453	(708) 576-8777
NDC of Illinois, Inc.	Arturo Carlos	2751 Rte. 34	Oswego, IL, 60543	(630) 551-1150
Rosati's Pizza Pub Development—Ottawa, LP	Anthony Rosati	375 W. Stevenson Rd.	Ottawa, IL, 61350	(815) 324-9559
SAI PNB Hospitality Ventures LLC	Parth Patel	16108 S. Rte. 59, #136	Plainfield, IL, 60586	(815) 254-4500
Time2Pizza LLC	Kunal Desai	12720 S. Rte. 59, #400	Plainfield, IL, 60585	(815) 556-8575
SRI Ganesh Foods Inc.	Jayesh Patel	5147 Pagano Ct.	Pontoon Beach, IL, 62040	(618) 500-6111
OM Richmond Pizza, Inc.	Mihir Patel	10004 Main St.	Richmond, IL, 60071	(815) 862-1191
RG Pizza Inc.	Sehul Patel	8342 W. Grand Ave.	River Grove, IL, 60171	(708) 456-2000
Rosati's Pizza Pub Development—Robinson, LP	Marie Jacobs	1302 E. Main St., Unit E	Robinson, IL, 62454	(618) 469-1889
ETN Pizza LLC	Vikas Kumar	1233 N. Caron Rd., #100	Rochelle, IL, 61068	(815) 562-5000
Deeva 09 Inc.	Archana Patel	2221 S. Perryville Rd.	Rockford, IL, 61108	(815) 398-5300
Elevating LLC	Vikas Kumar	1837 S. Cedar Lake Rd.	Round Lake, IL, 60073	(847) 582-4300
Sandwich Pizza Inc.	Thomas Banning	710 E. Railroad St., Unit A	Sandwich, IL, 60548	(815) 786-1500
Ratt, Inc.	Rahim Jagshi	707 W. Jefferson St., Unit C	Shorewood, IL, 60404	(815) 725-8686

Rosati's of Sleepy Hollow Inc.	Nilesh Chauhan	1027 W. Main St.	Sleepy Hollow, IL, 60118	(847) 426-5000
Sullivan Rosati Inc.	Jignesh Patel	801 Illinois 32	Sullivan, IL, 61951	(217) 728-2812
MPA Foods Inc.	Jeries Alkawi	15911 S. 76th Ave.	Tinley Park, IL, 60477	(708) 468-8825
Pizzaman of Warrenville, Inc.	Kevin Dellegrazio	2S610 State Rte. 59, #11	Warrenville, IL, 60555	(630) 393-9393
Sona, Corp.	Gurdev Juneja	531 W. Liberty St.	Wauconda, IL, 60084	(847) 526-4343
Neilraj Corp.	Vikram Patel	177 N. Neltnor Blvd.	West Chicago, IL, 60185	(630) 876-0606
Indiana				
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
Iowa				
JDB Pizzeria, Inc.	Joshua Blowers	1550 N. Ankeny Blvd., Ste. 110	Ankeny, IA 50023	(515) 318-5557
Kansas				
Rosati's of Overland Park, Inc.	Scott Fender	9928 College Blvd.	Overland Park, KS, 66210	(913) 696-0400
Maryland				
Rob Beverage LLC	Saheda Rob	5807 Eastern Ave. NE	Hyattsville, MD, 20782	(240) 539-3900
Minnesota				
4P's LLC	Lance Patterson	1191 6th St. NW, Ste. 101	Rochester, MN, 55901	(507) 218-0070
Mississippi				
Widespread Pizzaiolo, LLC	Scott Whitaker	319 N. Lamar Blvd., Unit 101	Oxford, MS, 38655	(662) 638-8999
Missouri				
Thomas Rhea Pizza LLC	Jason Niswonger	2136 William St., Ste. 120	Cape Girardeau, MO, 63703	(573) 803-5200
Nebraska				
KTA Enterprises, LLC	Kent Au	14513 W. Maple Rd., #106	Omaha, NE, 68116	(402) 502-4868
Nevada				
Pizza of Henderson, Inc.	Michelle Jensen	72 W. Horizon Ridge Pkwy., Ste. 140	Henderson, NV, 89012	(702) 568-6000
North Carolina				
Longship Enterprises, LLC	Erik Sundquist	9925 Rea Rd., Ste. 100	Waxhaw, NC, 28173	(980) 556-7600

Oklahoma				
MNI Oklahoma L.L.C.	Nasir Iqbal	7021 S. Memorial Dr., Room 0259	Tulsa, OK, 74133	(918) 249-9128
Texas				
Shirley's Chicago Pizza, LLC	Shawn Bartlik	800 W. Whitestone Blvd., Ste. B	Cedar Park, TX, 78613	(512) 767-1313
Brozeria, LLC	Darren Frankenberger	25661 Hwy. 59 N	Kingwood, TX, 77339	(346) 345-4800
Gemstone Investments Franchise LLC	Ayodeji Ayemere	18802 University Blvd., Ste. 140	Sugar Land, TX 77479	(832) 944-5030
Aerik, Inc.	Riek Salinas	2210 TX 114, Ste. 250	Trophy Club, TX 76262	(682) 727-3777
Wisconsin				
J.P. And E. Pizzeria LLC	Eric Aguilar	17565 W. North Ave.	Brookfield, WI, 53045	(262) 797-6466
Shreeji Food, LLC	Satiskumar Patel	6900 N. Santa Monica Blvd.	Fox Point, WI, 53217	(414) 228-8585
L.F. Pizza, LLC	Daniel Lent	6558 S. Lovers Lane Rd.	Franklin, WI, 53132	(414) 529-1400
TMK Restaurant Inc.	Talat Mahmood	6644 Mineral Point Rd.	Madison, WI, 53705	(608) 833-9300
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
Buckeye Pizza, Inc.	Brissa Urbina	343 W. Linnerud Dr.	Sun Prairie, WI, 53590	(608) 318-3988
Franceseas LLC	Becky Iadicicco	1907 Market Way, Ste. F	Watertown, WI, 53094	(920) 261-4222
Small Gods Inc.	Michael Meeikalski	310 W. Saint Paul Ave., #2	Waukesha, WI, 53188	(262) 574-1111
The CGNT Group, LLC	Christopher Hobeika	75 Gasser Rd., Ste. C	Wisconsin Dells, WI, 53965	(608) 253-0553

(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:

Company Name	Best Contact	Restaurant Address	City, ST Zip	Phone
Arizona				
<u>Bush Enterprise LLC</u>	<u>Patrick Bush</u>	<u>8814 E. Tanque Verde Rd., Ste. 16</u>	<u>Tuscon, AZ 87549</u>	<u>(520) 760-4777</u>
<u>Cave Creek Companies, LLC</u>	<u>Jeffrey Nachtweih</u>	<u>28325 N. Tatum Blvd., #7</u>	<u>Cave Creek, AZ, 85331</u>	<u>(480) 538-5380</u>
<u>DKAZ Holdings LLC</u>	<u>Dennis Kindred</u>	<u>1729 N. Dysart Rd., Ste. B107</u>	<u>Avondale, AZ, 85392</u>	<u>(602) 455-1000</u>
<u>Ellsworth Pizza LLC</u>	<u>Nitin Sharma</u>	<u>1035 N. Ellsworth Rd., Ste. C104</u>	<u>Mesa, AZ, 85207</u>	<u>(480) 986-1600</u>
<u>Elsberry Investments, LLC</u>	<u>Bryon Ellsberry</u>	<u>3668 W. Anthem Way, #A128</u>	<u>Anthem, AZ, 85086</u>	<u>(623) 551-8545</u>
<u>Gautam Inc.</u>	<u>Vikas Gautam</u>	<u>602 W. Union Hills Dr., #1</u>	<u>Phoenix, AZ, 85027</u>	<u>(623) 581-1112</u>

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
California				
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
Colorado				
Mt. Everest, LLC	Anjil Bhandari	2055 W. 136th Ave., Ste. 100	Broomfield, CO, 80023	(720) 547-0200
Florida				
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
Georgia				
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
Illinois				
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

<u>Delite LLC</u>	<u>Piyush Patel</u>	<u>3150 W. 111th St.</u>	<u>Mt. Greenwood, IL, 60655</u>	<u>(773) 239-4900</u>
-	-	-	-	-
<u>DKD3 Inc.</u>	<u>Dipal Thakkar</u>	<u>1339 S. Halsted St.</u>	<u>Chicago, IL, 60607</u>	<u>(312) 455-1211</u>
<u>DPSK Inc.</u>	<u>Meridiana Petani</u>	<u>1490 Cedarwood Dr.</u>	<u>Crest Hill, IL, 60403</u>	<u>(815) 744-0800</u>
<u>Dweeti, Inc.</u>	<u>Vikas Kumar</u>	<u>2990 Ogden Ave.</u>	<u>Aurora, IL, 60504</u>	<u>(630) 851-8100</u>
<u>Elevating LLC</u>	<u>Vikas Kumar</u>	<u>1837 S. Cedar Lake Rd.</u>	<u>Round Lake, IL, 60073</u>	<u>(847) 582-4300</u>
<u>ETN Pizza LLC</u>	<u>Vikas Kumar</u>	<u>1233 N. Caron Rd., #100</u>	<u>Rochelle, IL, 61068</u>	<u>(815) 562-5000</u>
<u>Fast Pizza Inc.</u>	<u>Salman Ukani</u>	<u>5544 N. Milwaukee Ave.</u>	<u>Chicago, IL, 60630</u>	<u>(773) 792-2585</u>
<u>FCF Pizza Inc.</u>	<u>Felipe Cervantes</u>	<u>80 E. Division St.</u>	<u>Coal City, IL, 60416</u>	<u>(815) 634-8111</u>
<u>Grand One Enterprise LLC</u>	<u>Daanyaal Ahmad</u>	<u>5905 S. Archer Ave.</u>	<u>Chicago, IL 60638</u>	<u>(773) 305-6555</u>
<u>Harvard Pizza Inc.</u>	<u>Mehulkumar Patel</u>	<u>360 S. Division St., #5</u>	<u>Harvard, IL, 60033</u>	<u>(815) 943-8100</u>
<u>Hernandez Family LLC</u>	<u>Dorian Hernandez</u>	<u>19608 S. La Grange Rd.</u>	<u>Mokena, IL, 60448</u>	<u>(708) 479-9400</u>
<u>ITN LLC</u>	<u>Nicholas Imbrogno</u>	<u>23 E. Adams St.</u>	<u>Chicago, IL, 60603</u>	<u>(312) 262-2100</u>
<u>Jayvir 59, LLC</u>	<u>Jaybabul Virpara</u>	<u>5829 S. Kedzie Ave.</u>	<u>Chicago, IL 60629</u>	<u>(708) 683-1777</u>
<u>JSKA In Uptown, LLC</u>	<u>Samirkumar Patel</u>	<u>4863 N. Broadway St.</u>	<u>Chicago, IL, 60640</u>	<u>(773) 334-3333</u>
<u>Khowaja & Bukhari, Inc.</u>	<u>Ali Khowaja</u>	<u>6230 W. 95th St., Ste. A</u>	<u>Oak Lawn, IL, 60453</u>	<u>(708) 576-8777</u>
<u>Lasalle Rosati's, Corp.</u>	<u>Amin Kanchwala</u>	<u>148 Gooding St.</u>	<u>LaSalle, IL, 61301</u>	<u>(815) 780-2780</u>
<u>Lumiere Hospitality Group LLC</u>	<u>Iyad Akel</u>	<u>3061 N. Barrington Rd.</u>	<u>Hoffman Estates, IL, 60192</u>	<u>(847) 648-9000</u>
<u>LVD Pizza Inc.</u>	<u>Olga Natsikou</u>	<u>1935 95th St., #103</u>	<u>Naperville, IL, 60564</u>	<u>(630) 428-0400</u>
<u>Mendota Pizza, Inc.</u>	<u>Thomas Banning</u>	<u>801 6th St.</u>	<u>Mendota, IL, 61342</u>	<u>(815) 538-3838</u>
<u>Milan&Mira LLC</u>	<u>Ruzica Radovanovic</u>	<u>3603 N. Western Ave.</u>	<u>Chicago, IL, 60618</u>	<u>(873) 895-9888</u>
<u>MPA Foods Inc.</u>	<u>Jeries Akkawi</u>	<u>15911 S. 76th Ave.</u>	<u>Tinley Park, IL, 60477</u>	<u>(708) 468-8825</u>
<u>NDC of Illinois, Inc.</u>	<u>Arturo Carlos</u>	<u>2751 Rte. 34</u>	<u>Oswego, IL, 60543</u>	<u>(630) 551-1150</u>
<u>Neilraj Corp.</u>	<u>Vikram Patel</u>	<u>177 N. Neltnor Blvd.</u>	<u>West Chicago, IL, 60185</u>	<u>(630) 876-0606</u>
<u>New Lenox Pizza , Inc.</u>	<u>Shawna Casey</u>	<u>1047 E. 9th St.</u>	<u>Lockport, IL, 60441</u>	<u>(815) 588-2000</u>
<u>New Lenox Pizza , Inc.</u>	<u>Shawna Casey</u>	<u>108 W. Illinois Hwy.</u>	<u>New Lenox, IL, 60451</u>	<u>(815) 485-1000</u>
<u>NTI Partners LLC</u>	<u>Nicholas Imbrogno</u>	<u>176 N. Wells St.</u>	<u>Chicago, IL, 60606</u>	<u>(312) 332-7272</u>
<u>Patels Slice of Paradise in Glenview LLC</u>	<u>Sehul Patel</u>	<u>1708 Milwaukee Ave.</u>	<u>Glenview, IL, 60025</u>	<u>(847) 296-0260</u>
<u>Patel's Slice of Paradise, LLC</u>	<u>Sehul Patel</u>	<u>8166 N. Milwaukee Ave.</u>	<u>Niles, IL, 60714</u>	<u>(847) 825-5855</u>
<u>Pizza of Manhattan Inc.</u>	<u>Surekhaben Patel</u>	<u>530 W. North St., #107</u>	<u>Manhattan, IL 60442</u>	<u>(815) 478-7000</u>
<u>Pizzaman of Warrenville, Inc.</u>	<u>Kevin Dellegrazio</u>	<u>2S610 State Rte. 59, #11</u>	<u>Warrenville, IL, 60555</u>	<u>(630) 393-9393</u>
<u>Prisai Norridge Pizza LLC</u>	<u>Sehul Patel</u>	<u>4950 N. Cumberland Ave., Unit 2</u>	<u>Norridge, IL 60706</u>	<u>(708) 456-1056</u>
<u>Ratt, Inc.</u>	<u>Rahim Jagshi</u>	<u>707 W. Jefferson St., Unit C</u>	<u>Shorewood, IL, 60404</u>	<u>(815) 725-8686</u>
<u>RE25 Pizza Inc.</u>	<u>Nikunj Patel</u>	<u>117 N. John F. Kennedy Dr.</u>	<u>Carpentersville, IL, 60110</u>	<u>(847) 844-3400</u>
<u>RG Pizza Inc.</u>	<u>Sehul Patel</u>	<u>8342 W. Grand Ave.</u>	<u>River Grove, IL, 60171</u>	<u>(708) 456-2000</u>
<u>Rosati's AMK Inc.</u>	<u>Amin Kanchwala</u>	<u>860 N. Main St.</u>	<u>Elburn, IL, 60119</u>	<u>(630) 365-3333</u>
<u>Rosati's of Loves Park, Inc.</u>	<u>Wayne Moll</u>	<u>6104 E. Riverside Blvd.</u>	<u>Loves Park, IL, 61111</u>	<u>(815) 636-0600</u>

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
<u>Indiana</u>				
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.	Scherverville, IN, 46375	(219) 864-1114
<u>Kansas</u>				
Rosati's of Overland Park, Inc.	Scott Fender	9928 College Blvd.	Overland Park, KS, 66210	(913) 696-0400
<u>Kentucky</u>				
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
<u>Minnesota</u>				

<u>4P's LLC</u>	<u>Lance Patterson</u>	<u>1191 6th St. NW, Ste. 101</u>	<u>Rochester, MN, 55901</u>	<u>(507) 218-0070</u>
<u>Mississippi</u>				
<u>Widespread Pizzaiolo, LLC</u>	<u>Scott Whitaker</u>	<u>319 N. Lamar Blvd., Unit 101</u>	<u>Oxford, MS, 38655</u>	<u>(662) 638-8999</u>
<u>Missouri</u>				
<u>Thomas Rhea Pizza LLC</u>	<u>Jason Niswonger</u>	<u>2136 William St., Ste. 120</u>	<u>Cape Girardeau, MO, 63703</u>	<u>(573) 803-5200</u>
<u>Nebraska</u>				
<u>KTA Enterprises, LLC</u>	<u>Kent Au</u>	<u>14513 W. Maple Rd., #106</u>	<u>Omaha, NE, 68116</u>	<u>(402) 502-4868</u>
<u>Nevada</u>				
<u>Pizza of Henderson, Inc.</u>	<u>Michelle Jensen</u>	<u>72 W. Horizon Ridge Pkwy., Ste. 140</u>	<u>Henderson, NV, 89012</u>	<u>(702) 568-6000</u>
<u>North Carolina</u>				
<u>Uzochi LLC</u>	<u>Iruka Iwuagwu</u>	<u>76 Hunter St., Ste. 104</u>	<u>Apex, NC 27502</u>	<u>(984) 246-9444</u>
<u>Nnamdi LLC</u>	<u>Nnamdi Kpaduwa</u>	<u>6615 Falls of Neuse Rd., Ste. 101</u>	<u>Raleigh, NC 27615</u>	<u>(984) 238-2777</u>
<u>Longship Enterprises, LLC</u>	<u>Erik Sundquist</u>	<u>9925 Rea Rd., Ste. 100</u>	<u>Waxhaw, NC, 28173</u>	<u>(980) 556-7600</u>
<u>Texas</u>				
<u>Acrik, Inc.</u>	<u>Rick Salinas</u>	<u>2210 TX-114, Ste. 250</u>	<u>Trophy Club, TX 76262</u>	<u>(682) 727-3777</u>
<u>Brozeria, LLC</u>	<u>Darren Frankenberger</u>	<u>21323 S. Kings Mill Lane</u>	<u>Kingwood, TX 77339</u>	<u>(346) 345-4800</u>
<u>Gemstone Investments Franchise LLC</u>	<u>Ayodeji Ayemere</u>	<u>18802 University Blvd., Ste. 140</u>	<u>Sugar Land, TX 77479</u>	<u>(832) 944-5030</u>
<u>Shirley's Chicago Pizza, LLC</u>	<u>Shawn Bartlik</u>	<u>800 W. Whitestone Blvd., Ste. B</u>	<u>Cedar Park, TX, 78613</u>	<u>(512) 767-1313</u>
<u>Wisconsin</u>				
<u>Aarya Group, LLC</u>	<u>Sandipkumar Patel</u>	<u>75 Gasser Rd., Ste. C</u>	<u>Wisconsin Dells, WI, 53965</u>	<u>(608) 253-0553</u>
<u>J.P. And E. Pizzeria LLC</u>	<u>Eric Aguilar</u>	<u>17565 W. North Ave.</u>	<u>Brookfield, WI, 53045</u>	<u>(262) 797-6466</u>
<u>L.F. Pizza, LLC</u>	<u>Daniel Lent</u>	<u>6558 S. Lovers Lane Rd.</u>	<u>Franklin, WI, 53132</u>	<u>(414) 529-1400</u>
<u>Prisai Kenosha Pizza, LLC</u>	<u>Sehul Patel</u>	<u>6804 Green Bay Rd., Ste. 120</u>	<u>Kenosha, WI 53142</u>	<u>(262) 300-1010</u>
<u>Radhe Foods 1657, LLC</u>	<u>Satishkumar Patel</u>	<u>1907 Market Way, Ste. F</u>	<u>Watertown, WI, 53094</u>	<u>(920) 261-4222</u>
<u>Radhefoods6900, LLC</u>	<u>Satiskumar Patel</u>	<u>6900 N. Santa Monica Blvd.</u>	<u>Fox Point, WI, 53217</u>	<u>(414) 228-8585</u>
<u>Rosatis Pizza Falls, Inc.</u>	<u>Neel Patel</u>	<u>N81W15086 Appleton Ave.</u>	<u>Menomonee Falls, WI, 53051</u>	<u>(262) 250-3333</u>
<u>Rosatispartners LLC</u>	<u>Norberto Ramos</u>	<u>3648 S. Moorland Rd.</u>	<u>New Berlin, WI, 53151</u>	<u>(262) 784-5700</u>
<u>RP Sun Prairie, Inc.</u>	<u>Brissa Urbina</u>	<u>343 W. Linnerud Dr.</u>	<u>Sun Prairie, WI 53590</u>	<u>(608) 318-3988</u>
<u>Small Gods Inc.</u>	<u>Michael Mecikalski</u>	<u>310 W. Saint Paul Ave., #2</u>	<u>Waukesha, WI, 53188</u>	<u>(262) 574-1111</u>
<u>TMK Restaurant Inc.</u>	<u>Talat Mahmood</u>	<u>6644 Mineral Point Rd.</u>	<u>Madison, WI, 53705</u>	<u>(608) 833-9300</u>

(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.

<u>Company Name</u>	<u>Best Contact</u>	<u>Addresses</u>	<u>City, ST Zip</u>	<u>Phone</u>
<u>Arizona</u>				
<u>WD Enterprises One, LLC</u>	<u>William Morrissey</u>	<u>2512 Simon Dr.</u>	<u>Montgomery, IL 60538</u>	<u>(630) 888-5863</u>
<u>WD Enterprises One, LLC</u>	<u>William Morrissey</u>	<u>2512 Simon Dr.</u>	<u>Montgomery, IL 60538</u>	<u>(630) 888-5863 / (630) 253-5166</u>
<u>WD Enterprises One, LLC</u>	<u>William Morrissey</u>	<u>2512 Simon Dr.</u>	<u>Montgomery, IL 60538</u>	<u>(630) 888-5863 / (630) 253-5166</u>
<u>Florida</u>				
<u>N/A (signed personally)</u>	<u>Jay Kaufman</u>	<u>1218 Highland Dr.</u>	<u>Orefield, PA 18069</u>	<u>(610) 391-8997</u>
<u>Illinois</u>				
<u>Delicious Pizza Inc.</u>	<u>Junru Yang</u>	<u>1233 Kendari Ter.</u>	<u>Naples, FL 34113</u>	<u>(708) 415-8269</u>
<u>TVG RP Ventures LLC</u>	<u>Neeti Gupta</u>	<u>352 Foxford Dr.</u>	<u>Cary, IL 60013</u>	<u>(224) 829-6094</u>
<u>TVG RP Ventures LLC</u>	<u>Neeti Gupta</u>	<u>352 Foxford Dr.</u>	<u>Cary, IL 60013</u>	<u>(224) 829-6094</u>
<u>TVG RP Ventures LLC</u>	<u>Neeti Gupta</u>	<u>352 Foxford Dr.</u>	<u>Cary, IL 60013</u>	<u>(224) 829-6094</u>
<u>N/A (signed personally)</u>	<u>Ruzica Radovanovic</u>	<u>1155 Cheshire Ave.</u>	<u>Naperville, IL 60540</u>	<u>(612) 227-1131</u>
<u>Kentucky</u>				
<u>N/A (signed personally)</u>	<u>Kevin Kuzniewicz</u>	<u>151 Larue, Apt. 206</u>	<u>Lexington, KY 40517</u>	<u>(630) 414-1838</u>
<u>N/A (signed personally)</u>	<u>Kevin Kuzniewicz</u>	<u>151 Larue, Apt. 206</u>	<u>Lexington, KY 40517</u>	<u>(630) 414-1838</u>
<u>Maryland</u>				
<u>N/A (signed personally)</u>	<u>Saheda Rob</u>	<u>4903 Blackfoot Rd.</u>	<u>College Park, MD 20740</u>	<u>(301) 254-6192</u>
<u>Nevada</u>				
<u>N/A (signed personally)</u>	<u>Debra Brandonisio</u>	<u>9162 Branford Hill St.</u>	<u>Las Vegas, NV 89123</u>	<u>(702) 768-8817</u>
<u>Texas</u>				
<u>N/A (signed personally)</u>	<u>Dilon Jakupi</u>	<u>2029 Yarborough Dr.</u>	<u>Anna, TX 75409</u>	<u>(630) 765-0862</u>
<u>N/A (signed personally)</u>	<u>Dilon Jakupi</u>	<u>2029 Yarborough Dr.</u>	<u>Anna, TX 75409</u>	<u>(630) 765-0862</u>
<u>N/A (signed personally)</u>	<u>Dilon Jakupi</u>	<u>2029 Yarborough Dr.</u>	<u>Anna, TX 75409</u>	<u>(630) 765-0862</u>
<u>Utah</u>				
<u>Chi-Town Pizza 1</u>	<u>Erik Jacobson</u>	<u>775 East University Pwky</u>	<u>Orem, UT 84097</u>	<u>(801) 636-2477</u>
<u>Wisconsin</u>				
<u>tbd</u>	<u>Laveshkumar & Jignesh Patel</u>	<u>N103W14660 Hawkeye Ct</u>	<u>Germantown, WI 53022</u>	<u>(414) 405-5015</u>

(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.

<u>Company Name</u>	<u>Best Contact</u>	<u>Home Addresses</u>	<u>Home City, ST Zip</u>	<u>Best Contact Phone #</u>
<u>Arizona</u>				
<u>Pizza Gurus AZ LLC**</u>	<u>Arturo Carlos</u>	<u>8308 Seaton Ave.</u>	<u>Joliet, IL 60431</u>	<u>(815) 600-0123</u>
<u>A & S Pizzeria Inc. **</u>	<u>Khiyyam Fazal</u>	<u>74 Roosevelt St.</u>	<u>Pequannock, NJ 07440</u>	<u>(201) 294-1656</u>
<u>Art of Pizza AZ LLC**</u>	<u>Arturo Carlos</u>	<u>8308 Seaton Ave.</u>	<u>Joliet, IL 60431</u>	<u>(815) 600-0123</u>
<u>Arger Bros LLC**</u>	<u>Jeff Arger</u>	<u>17777 N. Scottsdale Rd., #1010</u>	<u>Scottsdale, AZ 85255</u>	<u>(602) 684-7429</u>
<u>Bourbon Richard's, LLC **</u>	<u>Nick Esposito</u>	<u>1050 E. Ray Rd.</u>	<u>Chandler, AZ, 85225</u>	<u>(480) 401-5555</u>
<u>Feed Our Future LLC**</u>	<u>John Stanley</u>	<u>2320 E. Baseline Rd., #158</u>	<u>Phoenix, AZ, 85042</u>	<u>(602) 276-8200</u>
<u>M&T Chicago Style Pizza LLC*</u>	<u>Tynesha Brewer</u>	<u>4206 E. Chandler Blvd., Ste. 34</u>	<u>Phoenix, AZ, 85048</u>	<u>(480) 706-1777</u>
<u>Trushmore Partners, LLC **</u>	<u>Thomas Trush</u>	<u>10989 E. Dynamite Blvd., #102</u>	<u>Scottsdale, AZ, 85262</u>	<u>(480) 513-2552</u>
<u>ZNJ Pizza, Inc **</u>	<u>Zahid Aram</u>	<u>4041 E. Thomas Rd., #110</u>	<u>Phoenix, AZ, 85018</u>	<u>(801) 710-3325</u>
<u>Punjab Enterprises, LLC *</u>	<u>Jaspal Sidhu</u>	<u>419 Serpa Way</u>	<u>Folsom, CA 95630</u>	<u>(702) 429-7355</u>
<u>TMJ Pizza Mesa 3 Val Vista LLC**</u>	<u>James Saris</u>	<u>53 N. Val Vista Dr., #106</u>	<u>Gilbert, AZ, 85234</u>	<u>(480) 633-3000</u>
<u>Clarkco LLC***</u>	<u>Michael Clark</u>	<u>5009 E. Gelding Dr.</u>	<u>Scottsdale, AZ 85254</u>	<u>(310) 594-6086</u>
<u>Pizza Pals LLC**</u>	<u>Arturo Carlos</u>	<u>8308 Seaton Ave.</u>	<u>Joliet, IL 60431</u>	<u>(815) 600-0123</u>
<u>Colorado</u>				
<u>NCB Pizza LLC **</u>	<u>Nikolas Bjork</u>	<u>2055 W. 136th Ave., Ste. 100</u>	<u>Broomfield, CO, 80023</u>	<u>(720) 547-0200</u>
<u>District of Columbia</u>				
<u>Adil And Abir DC 20 LLC *</u>	<u>Saheda Rob</u>	<u>2409 Benning Rd. NE</u>	<u>Washington, DC 20002</u>	<u>(202) 750-3322</u>
<u>Florida</u>				
<u>Big Bargain Liquidation LLC **</u>	<u>Sean Mussulman</u>	<u>550 S. Hunt Club Blvd.</u>	<u>Apopka, FL, 32703</u>	<u>(407) 410-8444</u>
<u>Chi Pizza PG LLC **</u>	<u>Jordan Lupella</u>	<u>7134 Columbia Cir.</u>	<u>Fort Myers, FL 33908</u>	<u>(239) 771-3219</u>
<u>Chi Pizza LLC **</u>	<u>Jordan Lupella</u>	<u>8951 Bonita Beach Road, SE #245</u>	<u>Bonita Springs, FL 34135</u>	<u>(239) 771-3219</u>
<u>Rosatis FM, LLC **</u>	<u>Jordan Lupella</u>	<u>9011 Daniels Pkwy., Ste. 104</u>	<u>Fort Myers, FL 33912</u>	<u>(239) 771-3219</u>
<u>Strand Haus, Inc. *</u>	<u>Joe Wendling</u>	<u>15245 S. Tamiami Trl., Ste. 1</u>	<u>Fort Myers, FL 33908</u>	<u>(239) 481-1110</u>
<u>The Italian Job, LLC *</u>	<u>Peter Economys</u>	<u>1012 St. Lucie W. Blvd.</u>	<u>Port St. Lucie, FL 34986</u>	<u>(772) 340-0999</u>
<u>Jax Pizza & Bar, LLC ***</u>	<u>Dipeshkumar Patel</u>	<u>7051 Collins Rd., Ste 402</u>	<u>Jacksonville, FL 32244</u>	<u>(904) 599-4263</u>
<u>Georgia</u>				
<u>Dhruvin, Inc. (1 of 3) *</u>	<u>Dhruvin Patel</u>	<u>3021 Willowstone Dr.</u>	<u>Duluth, GA 30096</u>	<u>(404) 513-3215</u>

<u>Dhruvin, Inc. (2 of 3) *</u>	<u>Dhruvin Patel</u>	<u>3021 Willowstone Dr.</u>	<u>Duluth, GA 30096</u>	<u>(404) 513-3215</u>
<u>Dhruvin, Inc. (3 of 3) *</u>	<u>Dhruvin Patel</u>	<u>3021 Willowstone Dr.</u>	<u>Duluth, GA 30096</u>	<u>(404) 513-3215</u>
<u>R.E.A.D. L.L.C. *</u>	<u>Joanne Liu</u>	<u>67 Living Edens Ct.</u>	<u>Las Vegas, NV 89148</u>	<u>(702) 686-8396</u>
<u>Idaho</u>				
<u>The Italian Job, LLC*</u>	<u>Peter Economys</u>	<u>481 SW Port St. Lucie Blvd., Ste. D</u>	<u>Port St. Lucie, FL 34953</u>	<u>(772) 201-2325</u>
<u>Illinois</u>				
<u>OM Mundelein Pizza, LLC***</u>	<u>Mihir Patel</u>	<u>17752 Preston Rd.</u>	<u>Dallas, TX 75252</u>	<u>(224) 388-1346</u>
<u>Rosati's Pizza Pub Development - Freeport, LP ***</u>	<u>Anthony Rosati</u>	<u>940 Cape Marco Dr., Unit 2003</u>	<u>Marco Island, FL 34145</u>	<u>(847) 426-1414</u>
<u>J & S Pizza, Inc. **</u>	<u>Sharon Rodriguez</u>	<u>117 N. John F. Kennedy Dr.</u>	<u>Carpentersville, IL, 60110</u>	<u>(847) 844-3400</u>
<u>JSKA, LLC **</u>	<u>Sehul Patel</u>	<u>4863 N. Broadway St.</u>	<u>Chicago, IL, 60640</u>	<u>(773) 334-3333</u>
<u>Morris Food Service Incorporated **</u>	<u>Mark Yokubonis</u>	<u>80 E. Division St.</u>	<u>Coal City, IL, 60416</u>	<u>(815) 634-8111</u>
<u>GLHP of Loves Park, Inc. **</u>	<u>Wayne Moll</u>	<u>6104 E. Riverside Blvd.</u>	<u>Loves Park, IL, 61111</u>	<u>(815) 636-0600</u>
<u>OM Swami Group 711 Inc. **</u>	<u>Mihir Patel</u>	<u>530 W. North St., #107</u>	<u>Manhattan, IL, 60442</u>	<u>(815) 478-7000</u>
<u>OM Richmond Pizza, Inc. **</u>	<u>Mihir Patel</u>	<u>10004 Main St.</u>	<u>Richmond, IL, 60071</u>	<u>(224) 388-1346</u>
<u>A & I Ventures Corp.**</u>	<u>Iirian Cobo</u>	<u>311 Highridge Rd.</u>	<u>Lombard, IL 60148</u>	<u>(630) 205-7494</u>
<u>ROSATIS - MK GROUP, LLC**</u>	<u>Kalidoss Sivasamy</u>	<u>5180 Atwater Ct.</u>	<u>Lisle, IL 60532</u>	<u>(312) 497-1086</u>
<u>Fox Bay Plainfield LLC**</u>	<u>Thomas Banning</u>	<u>3987 Evans Ct.</u>	<u>Yorkville, IL 60560</u>	<u>(630) 330-5635</u>
<u>OM Plainfield Pizza Inc.**</u>	<u>Kalpesh Patel</u>	<u>2304 Brinmore Ct.</u>	<u>Naperville, IL 60540</u>	<u>(630) 229-4953</u>
<u>Patels Slice of Paradise in Wilmette LLC***</u>	<u>Sehul Patel</u>	<u>9324 Oriole Ave.</u>	<u>Morton Grove, IL 60053</u>	<u>(224) 616-7807</u>
<u>Indiana</u>				
<u>Mishawaka Pizza Inc.*</u>	<u>Fareed Khowaja</u>	<u>1804 Potter Rd.</u>	<u>Glenview, IL 60026</u>	<u>(847) 830-3770</u>
<u>OM Dyer Pizza, Inc.**</u>	<u>Kalpesh Patel</u>	<u>2304 Brinmore Ct.</u>	<u>Naperville, IL 60540</u>	<u>(630) 229-4953</u>
<u>Iowa</u>				
<u>JDB Pizzeria, Inc.*</u>	<u>Joshua Blowers</u>	<u>1550 n. Ankeny Blvd., Ste 110</u>	<u>Ankeny, IA 50023</u>	<u>(515) 318-5557</u>
<u>Maryland</u>				
<u>Rob Beverage LLC*</u>	<u>Saheda Rob</u>	<u>4903 Blackfoot Road</u>	<u>College Park, MD 20740</u>	<u>(301) 254-6192</u>
<u>New Jersey</u>				
<u>Yusuf Enterprise, LLC *</u>	<u>Yousef Ayyad</u>	<u>70 Watchung Ave.,</u>	<u>Belleville, NJ 07109</u>	<u>(305) 772-8983</u>
<u>Nevada</u>				
<u>Rosati's of Rainbow LLC***</u>	<u>Michelle Jensen</u>	<u>9180 Arbor Glen St.</u>	<u>Las Vegas, NV 89123</u>	<u>(702) 375-2728</u>
<u>Oklahoma</u>				
<u>North American and West Texas Investment Corporation, LLC *</u>	<u>Nasir Iqbal</u>	<u>7021 S. Memorial Dr., Room 0259</u>	<u>Tulsa, OK, 74133</u>	<u>(918) 249-9128</u>
-	-	-	-	-
<u>Texas</u>				
<u>Brozeria, LLC ***</u>	<u>Calvin Dodson</u>	<u>21323 S. Kings Mill Lane</u>	<u>Kingwood, TX 77339</u>	<u>(346) 345-4800</u>
<u>North American and West Texas Investment Corporation, LLC *</u>	<u>Nasir Iqbal</u>	<u>PO Box 12226</u>	<u>Lubbock, TX 79452</u>	<u>(918) 249-9128</u>

<u>Chitown Pizza 312, Inc.**</u>	<u>Noel Catarina</u>	<u>5735 N. Drake Ave.</u>	<u>Chicago, IL 60659</u>	<u>(312) 890-8591</u>
<u>Waco Pizza Company, LLC.***</u>	<u>Chapda Wanda</u>	<u>200 Faircrest Dr.</u>	<u>Arlington, TX 76018</u>	<u>(202) 290-5908</u>
Washington				
<u>BrownCroom, LLC *</u>	<u>Lawrence Davis</u>	<u>1818 S. 320th Street</u>	<u>Federal Way, WA 98003</u>	<u>(253) 948-6426</u>
Wisconsin				
<u>Dorm Troll Toys, LLC **</u>	<u>Brandy Alderman</u>	<u>355 E Linnerud Dr.</u>	<u>Sun Prairie, WI 53590</u>	<u>(608) 729-4483</u>
<u>Buckeye Pizza, Inc. **</u>	<u>John Sheck</u>	<u>355 E Linnerud Dr.</u>	<u>Sun Prairie, WI 53590</u>	<u>(440)645-3130</u>
<u>Shreeji Food, LLC **</u>	<u>Satishkumar Patel</u>	<u>6900 N. Santa Monica Blvd.</u>	<u>Watertown, WI 53094</u>	<u>(920) 261-4222</u>
<u>The CGNT Group, LLC **</u>	<u>Christopher Hobeika</u>	<u>75 Gasser Rd., Ste. C</u>	<u>Wisconsin Dells, WI 53965</u>	<u>(608) 253-0553</u>
<u>Francescas LLC **</u>	<u>Becky Iadicicco</u>	<u>1907 Market Way, Ste. F</u>	<u>Watertown, WI 53094</u>	<u>(920) 261-4222</u>

(b) Area Development Agreements, and Franchise Agreements, sent but not yet Executed, as well as Executed Site Selection Agreements, and Business Establishment Agreements not yet approved to be Franchisees. The Following are the names, addresses and telephone numbers of the above as of the date of this FDD.

Note: FA / ADA = Franchise Agreement / Area Development Agreement. PA/EA = Preliminary Agreement / Establishment Agreement

Company Name	Best Contact	Addresses	City, ST Zip	Phone
Arizona				
<u>Gilbert Pizza LLC</u>	<u>Nitin Sharma</u>	<u>3382 S. Rineon Dr.</u>	<u>Chandler, AZ 85286</u>	<u>(602) 824 2377</u>
<u>WD Enterprises One, LLC</u>	<u>William Morrissey</u>	<u>2512 Simon Dr.</u>	<u>Montgomery, IL 60538</u>	<u>(630) 888 5863</u>
<u>WD Enterprises One, LLC</u>	<u>William Morrissey</u>	<u>2512 Simon Dr.</u>	<u>Montgomery, IL 60538</u>	<u>(630) 888 5863 / (630) 253 5166</u>
<u>WD Enterprises One, LLC</u>	<u>William Morrissey</u>	<u>2512 Simon Dr.</u>	<u>Montgomery, IL 60538</u>	<u>(630) 888 5863 / (630) 253 5166</u>
<u>Punjab Enterprises, LLC</u>	<u>Jaspal Sidhu</u>	<u>419 Serpa Way</u>	<u>Folsom, CA 95630</u>	<u>(702) 429 7355</u>
<u>Arger Bros LLC</u>	<u>Jeff Arger</u>	<u>17777 N. Scottsdale Rd., #1010</u>	<u>Scottsdale, AZ 85255</u>	<u>(602) 684 7429</u>
Florida				
<u>Chi Pizza PG LLC</u>	<u>Jordan Lupella</u>	<u>7134 Columbia Cir.</u>	<u>Fort Myers, FL 33908</u>	<u>(239) 771 3219</u>
<u>N/A (signed personally)</u>	<u>Jay Kaufman</u>	<u>1218 Highland Dr.</u>	<u>Orefield, PA 18069</u>	<u>(610) 391 8997</u>
Georgia				
<u>R.E.A.D. L.L.C.</u>	<u>Joanne Liu</u>	<u>67 Living Edens Ct.</u>	<u>Las Vegas, NV 89148</u>	<u>(702) 686 8396</u>
<u>Dhruvin, Inc.</u>	<u>Dhruvin Patel</u>	<u>3021 Willowstone Dr.</u>	<u>Duluth, GA 30096</u>	<u>(404) 513 3215</u>
<u>Dhruvin, Inc.</u>	<u>Dhruvin Patel</u>	<u>3021 Willowstone Dr.</u>	<u>Duluth, GA 30096</u>	<u>(404) 513 3215</u>
<u>Dhruvin, Inc.</u>	<u>Dhruvin Patel</u>	<u>3021 Willowstone Dr.</u>	<u>Duluth, GA 30096</u>	<u>(404) 513 3215</u>
Illinois				
<u>Jayvir 59 LLC</u>	<u>Jaybabul Virpara</u>	<u>5829 S. Kedzie Ave.</u>	<u>Chicago, IL 60629</u>	<u>(773) 492 8342</u>
<u>Jayvir 59 LLC</u>	<u>Jaybabul Virpara</u>	<u>2313 S. Cicero Ave.</u>	<u>Cicero, IL 60804</u>	<u>(773) 492 8342</u>
<u>Delicious Pizza Inc.</u>	<u>Junru Yang</u>	<u>1233 Kendari Ter.</u>	<u>Naples, FL 34113</u>	<u>(708) 415 8269</u>

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
Indiana				
Mishawaka Pizza Inc.	Fareed Khowaja	1804 Potter Rd.	Glenview, IL 60026	(847) 830-3770
Kentucky				
Chi-Lex Pizzeria LLC	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
N/A (signed personally)	Kevin Kuzniewicz	151 Larue, Apt. 206	Lexington, KY 40517	(630) 414-1838
Maryland				
N/A (signed personally)	Saheda Rob	4903 Blackfoot Rd.	College Park, MD 20740	(301) 254-6192
Nevada				
N/A (signed personally)	Debra Brandonisio	9162 Branford Hill St.	Las Vegas, NV 89123	(702) 768-8817
New Jersey				
Yusuf Enterprises LLC	Yousef Ayyad	70 Watchung Ave., Apt. 10	Belleville, NJ 07109	(305) 772-8983
North Carolina				
Uzochi LLC	Iruka Iwuagwu	184 Wind Chime Ct., Ste. 101	Raleigh, NC 27615	(907) 978-2671
N/A (signed personally)	Nnamdi Kpaduwa	3351 Grove Crabtree Creseent, Apt. 823	Raleigh, NC 27613	(919) 344-1639
Texas				
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
Washington				
BrownCroom LLC	Lawrence Davis	31524 11th Place SW	Federal Way, WA 98023	(253) 948-6426
Wisconsin				
TMK Restaurant UW Inc.	Khiyyam Fazal	74 Roosevelt St.	Pequannock, NJ 07440	(201) 294-1656

~~(c) Former Developers and Franchisees.~~ The following are the names, last known home addresses and home telephone numbers of all Master Franchisees and franchisees that have been terminated, cancelled, not renewed or otherwise voluntarily or involuntarily ceased to do business under a Master Franchise Agreement as of the date of this FDD. *Note: FA / ADA = Franchise Agreement / Area Development Agreement.*

Company Name	Best Contact	Home Addresses	Home City, ST Zip	Best Contact Phone #
Arizona				
A & S Pizzeria Inc.	Khiyyam Fazal	74 Roosevelt St.	Pequannock, NJ 07440	(201) 294- 1656

Pizza Gurus AZ LLC	Arturo Carlos	8308 Seaton Ave.	Joliet, IL 60431	(815) 600-0123
Art of Pizza AZ LLC	Arturo Carlos	8308 Seaton Ave.	Joliet, IL 60431	(815) 600-0123
Clarkeo 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
Arger Bros LLC	Jeff Arger	17777 N. Scottsdale Rd., #1010	Scottsdale, AZ 85255	(602) 684-7429
Florida				
Noble Foods of Florida, LLC	Kamruddin Mithani	1724 Whitney Isles Dr.	Windermere, FL 34786	(407) 719-9112
The Italian Job, LLC	Peter Economys	481 SW Port St. Lucie Blvd., Ste. D	Port St. Lucie, FL 34953	(772) 201-2325
Illinois				
Rosati's Pizza Pub Development—Freeport, LP	Anthony Rosati	940 Cape Marco Dr., Unit 2003	Marco Island, FL 34145	(847) 426-1414
OM Mundelein Pizza, LLC	Mihir Patel	17752 Preston Rd.	Dallas, TX 75252	(224) 388-1346
A & I Ventures Corp.	Hirian 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
Indiana				
OM Dyer Pizza, Inc.	Kalpesh Patel	2304 Brinmore Ct.	Naperville, IL 60540	(630) 229-4953
Nevada				
Rosati's of Rainbow LLC	Michelle Jensen	9180 Arbor Glen St.	Las Vegas, NV 89123	(702) 375-2728
Texas				
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

BUSINESS ESTABLISHMENT TRAINING COURSE AGREEMENT

This Business Establishment Training Course Agreement (the "Agreement") is made and entered into on May 1, 2024, by and between Rosati's Pizza Enterprises, Inc., a Texas Corporation, whose principal office is located at ~~10924 Legacy Gateway Circle, Unit 104~~ 1320 Arrow Point Drive, Ste 50190, Fort Myers, FL 33913 Cedar Park, TX 78613, ("Trainer," "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. Trainer'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 Trainer'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.

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.

~~10924 Legacy Gateway Circle, Unit 104~~524 W. State Street, Ste A
~~Fort Myers, FL 33913~~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 Florida~~State of Texas, which law will prevail in the event of any conflict of law; and the law of the ~~State of Florida~~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 Florida~~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 Florida~~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 Florida~~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.

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 ~~Florida Corporation~~ Texas Corporation, with offices at ~~10924 Legacy Gateway Circle, Unit 1041320 Arrow Point Drive, Ste 50190, Fort Myers, FL 33913~~ 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.

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.

~~10924 Legacy Gateway Circle, Unit 104~~524 W. State Street, Ste A,
~~Fort Myers, FL 33913~~Geneva, IL 60134

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.

**EXHIBIT E
TO FRANCHISE DISCLOSURE DOCUMENT
ROSATI'S PIZZA ENTERPRISES, INC.
ONGOING FRANCHISE AGREEMENT**

~~May 1, 2024~~ _____

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)

EFFECTIVE DATE:	
FRANCHISEE:	
FRANCHISEE'S ADDRESS FOR NOTICES:	
TELEPHONE NUMBER:	
E-MAIL ADDRESS:	
FRANCHISED LOCATION:	
SITE SELECTION AND REAL ESTATE TRAINING COURSE FEE:	Ten Thousand Dollars (\$10,000.00) for access to the information provided in the Site Selection and Real Estate Training Manual
BUSINESS ESTABLISHMENT TRAINING COURSE FEE	Twenty-Five Thousand Dollars (\$25,000.00) for access to the information provided in the Business Establishment Training Manual
DISCOUNTS:	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
INITIAL FRANCHISE FEE:	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
REFERRAL FEE: (If applicable)	_____, an existing franchisee of another location has qualified for discretionary referral fee of up to Five Thousand Dollars (\$5,000.00)
INITIAL TERM:	Twenty (20) years
ROYALTY FEE:	Five percent (5%) of Gross Sales
NATIONAL ADVERTISING FUND CONTRIBUTION:	Three Hundred Fifty Dollars (\$350.00) per month or five-one percent (15 %) of Gross Sales, whichever is less-greater
ANNUAL CONVENTION FEE:	If activated, Seven Hundred Fifty Dollars (\$750.00) for two attendees
RENEWAL FEE:	The Renewal fee is equal to Five Thousand Dollars (\$5,000.00) due at the time of submitting the request to renew.
RENEWAL TERM:	Franchisee's right to a successor franchise is limited to One (1) successive term of ten (10) years
TRANSFER FEE:	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)
TECHNOLOGY FEE:	Four Hundred Fifteen Dollars (\$415.00) per month currently for the POS, the phone system and the online ordering system, subject to change
TECHNOLOGY SETUP FEE:	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
REPLACEMENT OF OPERATION MANUAL FEE:	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
MINIMUM MONTHLY GROSS SALES:	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)
SITE SELECTION DEADLINE DATE:	_____, pursuant to Section 2.3
TRAINING DEADLINE DATE:	_____, pursuant to Section 16.4
OPEN FOR BUSINESS DEADLINE DATE:	_____, pursuant to Sections 5.4 and 16.2
FRANCHISEE'S TERRITORY:	(A portion of) The Metropolitan Statistical Area, MSA _____
MEDIATION REQUIRED:	Mediation required in the State of Florida <u>State of Texas</u> for all disputes
FRANCHISE LOCATION IDENTIFIER:	The Approved Location shall be known as "Rosati's Pizza of _____", Rosati's Franchise Unit # _____
FRANCHISOR ADDRESS FOR NOTICES:	Rosati's Pizza Enterprises, Inc. 10924 Legacy Gateway Circle, Unit 104 <u>524 W. State Street, Ste A</u> Fort Myers, FL 33913 <u>Geneva, IL 60134</u> with copy to: Rosati's Pizza Enterprises, Inc. c/o Shelton Law & Associates, LLC 1320 Arrow Point Drive, Ste 501 <u>3235 Sunrise Blvd., Ste 1</u> Cedar Park, TX 78613 <u>Rancho Cordova, CA 95742</u>
ACH BANKING INFORMATION FOR FRANCHISEE'S ELECTRONIC DEPOSITORY TRANSFER ACCOUNT:	Financial Institution Name: _____ Branch: _____ City: _____ State: _____ Zip: _____ Phone: _____ ACH/Routing Number: _____ (Must be Nine Digits) Account Number: _____

“CPI” means the Consumer Price Index, as further discussed in Article 3 of this Ongoing Franchise Agreement;

“**Competitive Business**” aka “**Competing Business**” 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;

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 ~~five~~one percent (~~15~~1%) of Gross Sales, whichever is ~~less~~greater to Franchisor

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

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 shall, in all dealings with the customers, suppliers, Franchisor and the public, adhere to the highest standards of honesty, integrity, fair dealing and ethical conduct.~~ 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

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 Florida~~ 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 ~~Fort Myers, Florida~~ 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

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 ~~Fort Myers, Florida~~ 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 ~~Fort Myers, Florida~~ 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,

**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")
Franchisee Approved Location Address.

~~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 radius miles utilizing the distance from front door, 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~~
- ~~Up to a 5-mile Territory for a Non-Urban Franchise~~

~~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")~~

~~The geographic boundary for the protected Territory is more particularly described as:~~

- ~~The western boundary is from the easternmost side of _____~~
- ~~The eastern boundary is from the westernmost side of _____~~
- ~~The northern boundary is from the southernmost side of _____~~
- ~~The southern boundary is from the northernmost side of _____~~

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 ~~Florida Corporation~~ Texas Corporation ("Franchisor") dated May 1, 2024 (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, andrewrosati@therosatigroup.com, and dschmitt@therosatigroup.com and to processing@sla.law .
1. 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.
2. 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.

3. 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.

4. 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.

5. 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.

6. 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, andrewrosati@therosatigroup.com, and 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

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.

7. 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 Franchise Agreement with Franchisor, Landlord will permit Franchisor to remove all such assets by Franchisor.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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

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

~~1. Permitted Use. The Premises will be used solely for the operation of a retail business specializing in the services offered or sold from Franchisor, Franchisor's affiliates or Franchisor's other Rosati's Businesses. 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.~~

~~2. 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.~~

~~(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.~~

~~(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.~~

~~3. Assignment By Tenant.~~

~~(a) 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 Section 3(b) or Section 7) without first verifying that Franchisor has given its written consent to Tenant's proposed assignment or subletting.~~

~~(b) So long as Tenant is in good standing under the Lease, Tenant has the right to assign all of its right, title, and interest in the Lease to Franchisor or its affiliates during the term of the Lease, including any extensions or renewals, without first obtaining Landlord's consent. No assignment will be effective, however, until Franchisor or its designated affiliate gives Landlord written notice of its acceptance of the assignment. Franchisor or its affiliates will be responsible for the Lease obligations incurred after the effective date of the assignment, but in no way shall be responsible for any financial obligation owed Landlord by Tenant prior to the effective date of the assignment.~~

~~(c) 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.~~

~~4. Default and Notices to Franchisor.~~

~~(a) 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. If Tenant fails to cure any breach or default under the Lease within the applicable cure period set forth in the Lease, Landlord shall promptly give Franchisor written notice thereof, specifying the defaults that Tenant has failed to cure~~

to which Franchisor has the right to unilaterally assume the Lease if Tenant fails to cure. Franchisor shall have twenty (20) days from the date Franchisor receives such notice to exercise, by written notice to Landlord and Tenant, its right to assume the Lease. 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).

(b) — If Franchisor elects to assume the Lease, Franchisor or its designated entity shall not be required to cure Tenant's previous defaults. Franchisor shall begin paying rent when Landlord delivers possession of the Premises to the Franchisor or its designated entity. At any time until Landlord delivers possession of the Premises, Franchisor or its designated entity shall have the right to rescind the election to assume by written notice to Landlord.

5. Termination of Franchise Agreement; Expiration or Non-Renewal of Lease.

(a) — If Tenant is in default under the Franchise Agreement, Franchisor may, at its option, send written notice to Landlord and Tenant, via electronic or mail options, stating that Franchisor elects for the Tenant's interest under the Lease to be assigned to Franchisor or its designated entity. If Tenant fails to vacate the Premises and surrender possession thereof to the Franchisor or its designated 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. 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 Sections 6 and 7 below.

(b) — If the Franchise Agreement is terminated for any reason during the term of the Lease or any renewal or extension thereof and if Franchisor desires to assume the Lease, Franchisor shall promptly give Landlord written notice thereof. Within twenty (20) days after receipt of such notice, Landlord shall give Franchisor written notice specifying any non-financial defaults of Tenant under the Lease. If Franchisor or its designated entity elects to assume the Lease, Franchisor or its designated entity must cure said non-financial defaults consistent with Section 3 above.

(c) — If the Lease contains renewal term or extension right(s) and if Tenant does not exercise said right(s) prior to thirty (30) days prior to the expiration period, Landlord shall give Franchisor written notice thereof, and Franchisor shall have the option, for thirty (30) days after receipt of said notice, to exercise the Tenant's renewal or extension right(s) on the same terms and conditions as are contained in the Lease. If the Franchisor elects to exercise such right(s), it shall so notify Landlord in writing, whereupon Landlord and the Franchisor or its designated entity shall promptly execute and deliver an agreement whereby the Franchisor or its designated entity assumes the Lease, effective at the commencement of the extension or renewal term. If Franchisor assumes the Lease under this provision, Franchisor has the unilateral right to assign the Lease to another affiliate or Franchisee pursuant to Section 7(c).

6. 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 subsections 3, 4(a) or 5(b) 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 retail 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. In the event Franchisor exercises its option to purchase assets of Tenant or to claim assets under the Security Agreement signed concurrently with the Franchise Agreement with Franchisor, Landlord will permit Franchisor to remove all such assets by Franchisor.~~

~~7. — Assumption and Subsequent Assignment by Franchisor. If Franchisor or its affiliate elects to assume the Lease under Section 3 or unilaterally assumes the Lease as provided for in Sections 4 or 5, 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 or its affiliate 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) — Franchisor or its affiliate, upon taking possession of the Premises, shall cure any non-monetary defaults specified by Landlord within the timeframes noted herein and shall execute and deliver to Landlord its assumption of Tenant's rights and obligations under the Lease. Franchisor or its affiliate shall pay, perform, and be bound by all the duties and obligations of the Lease applicable to Tenant, except that the Franchisor may elect not to assume or be bound by the terms of any Amendment to the Lease executed by Tenant without obtaining Franchisor's prior written approval, which shall not be unreasonably withheld or delayed.~~

~~(c) — At or after the time Franchisor or its affiliate assumes Tenant's interests under the Lease, the Franchisor or its affiliate may, at any time, assign such interests or sublet the Premises to a Rosati's Franchisee. Any such assignment shall be subject to the prior written consent of the Landlord, which Landlord shall not unreasonably withhold 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 or its affiliate 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.~~

~~(d) — Automatic Termination of Personal Guaranty. 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.~~

~~8. — 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, (ii) to cure any default under the Franchise Agreement or the Lease or (iii) to remove Franchisor's trademarks and trade dress upon the Franchise Agreement's expiration or termination. 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 and 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.

9. ~~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 pizza restaurant or sports pub business that may include serving pizza, calzones, wings, pastas, Italian sandwiches, appetizers, salads, Cannoli's and Zeppole's, and (ii) Pizza and Italian food services and related products, accessories and services hereunder shall be considered a protected use for Tenant. 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 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.

10. ~~Additional Provisions:~~

(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 or any supplier of Franchisor, and that Landlord has entered into this Lease Rider with full understanding that it creates no duties, obligations or liability of or against Franchisor or any third party supplier of Franchisor, unless and until the Lease is assigned to, and accepted in writing by, Franchisor.~~

(c) ~~All notices to Franchisor required by this Rider must be in writing and sent 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 address:~~

~~Rosati's Pizza Enterprises
Attn: Franchise Operations
10924 Legacy Gateway Circle, Unit 104
Fort Myers, FL 33913~~

~~with copy to:~~

~~Rosati's Pizza Enterprises
c/o Shelton Law & Associates Law Firm
1320 Arrow Point Drive, Ste 501
Cedar Park, TX 78613~~

~~Franchisor may change its address for receiving notices by giving Landlord written notice of the new address. Landlord agrees that it will notify both Tenant and Franchisor of any change in Landlord's mailing address to which notices should be sent.~~

11. ~~Sales Reports.~~ If requested by Franchisor, Landlord will provide Franchisor with whatever information Landlord has regarding Tenant's sales from the Business.

12. ~~Amendment of Lease.~~ Landlord and Tenant will not amend the Lease without first obtaining written consent from Franchisor of the terms of said Amendment.

13. ~~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.~~

~~14. — 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.~~

~~15. — Counterparts. This Franchise Lease Rider may be executed in multiple counterparts by the parties and all such counterparts when taken together shall be deemed one original. This Franchise Lease Rider may be executed by electronic transmission and treated as an original counterpart.~~

~~16. — 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. Franchisor's 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.~~

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

DEVELOPMENT AGREEMENT
SUMMARY PAGE(S)

EFFECTIVE DATE:		1st day of May, 2024
DEVELOPER:		
DEVELOPER'S ADDRESS FOR NOTICES:		
TELEPHONE NUMBER:		
EMAIL ADDRESS:		
DEVELOPMENT FEE:		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
DISCOUNTS:		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)
DEVELOPMENT TERM:		The full development term shall be equal to the last date of the last unit shown on the Development Schedule on Exhibit I
TRANSFER FEE:		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;
OPEN FOR BUSINESS DEADLINE DATE:		For each granted Franchised Unit, the development deadline shall be as indicated on Exhibit I
DEVELOPER'S TERRITORY:		Shall be as indicated on Exhibit I
MEDIATION REQUIRED:		Mediation required in Fort Myers, Florida <u>Williamson County, Texas</u> for all disputes
FRANCHISOR ADDRESS FOR NOTICES:		Rosati's Pizza Enterprises, Inc. 10924 Legacy Gateway Circle, Unit 104 <u>524 W. State Street, Ste A</u> Fort Myers, FL 33913 <u>Geneva, IL 60134</u> with copy to: Rosati's Pizza Enterprises c/o Shelton Law & Associates Law Firm 1320 Arrow Point Drive, Ste 501 <u>3235 Sunrise Blvd., Ste 1</u> Cedar Park, TX 78613 <u>Rancho Cordova, CA 95742</u>

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

**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 Florida Corporation~~ a Texas Corporation, having its principal place of business at ~~10924 Legacy Gateway Circle, Unit 104~~ 1320 Arrow Point Drive, Ste 50190, Cedar Park, TX 78613 ~~Fort Myers, FL 33913~~ ("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

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.
~~10924 Legacy Gateway Circle, Unit 104~~524 W. State Street, Ste A
~~Fort Myers, FL 33913~~Geneva, IL 60134
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.
~~1320 Arrow Point Drive, Ste 501~~3235 Sunrise Blvd., Ste 1
~~Cedar Park, TX 78613~~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

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 Florida~~ 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 ~~Fort Myers, Florida~~ 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 ~~Fort Myers, Florida~~ 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,

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 Florida~~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 ~~Fort Myers, Florida~~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

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~~Texas 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.

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 ~~Florida~~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 ~~Fort Myers, Florida~~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.

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CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement, made this ____ day of _____, 20____, by and between Rosati's Pizza Enterprises, Inc., ~~a Florida Corporation~~ a Texas Corporation formed and operating under the laws of the ~~State of Florida~~ State of Texas, having its principal place of business at ~~10924 Legacy Gateway Circle, Unit 104~~ 1320 Arrow Point Drive, Ste 50190, Fort Myers, FL 33913 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.

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:

<u>State</u>	<u>Effective Date</u>	<u>State</u>	<u>Effective Date</u>
<u>California:</u>	<u>July 17, 2024</u>	<u>New York:</u>	<u>February 14, 2025</u>
<u>Connecticut:</u>	<u>September 5, 2024</u>	<u>North Dakota:</u>	<u>July 12, 2024</u>
<u>Hawaii:</u>	<u>April 7, 2023</u>	<u>Oregon:</u>	<u>April 30, 2024</u>
<u>Illinois:</u>	<u>May 8, 2024</u>	<u>Rhode Island:</u>	<u>April 4, 2024</u>
<u>Indiana</u>	<u>July 1, 2024</u>	<u>South Dakota:</u>	<u>May 8, 2024</u>
<u>Maryland:</u>	<u>June 14, 2023</u>	<u>Virginia:</u>	<u>September 9, 2024</u>
<u>Michigan:</u>	<u>April 24, 2024</u>	<u>Washington:</u>	<u>Pending</u>
<u>Minnesota:</u>	<u>July 29, 2024</u>	<u>Wisconsin:</u>	<u>May 8, 2024</u>

State	Effective Date
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

EXHIBIT J
ITEM 23 – RECEIPT TO THE DISCLOSURE DOCUMENT
(Keep this copy for Your records)

This Minnesota 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 ~~10924 Legacy Gateway Circle, Unit 1041320 Arrow Point Drive, Ste 50190, Fort Myers, FL 33913~~ 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 Minnesota Franchise Disclosure Document is ~~May 7, 2025~~, 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 ~~10924 Legacy Gateway Circle, Unit 1041320 Arrow Point Drive, Ste 50190, Fort Myers, FL 33913~~ Cedar Park, TX 78613 or by e-mailing it to tmccarthy@rosatisfranchising.com or dschmitt@therosatigroup.com

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(Return to Us)

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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 ~~10924 Legacy Gateway Circle, Unit 1041320 Arrow Point Drive, Ste 50190, Fort Myers, FL 33913~~ 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 Minnesota Franchise Disclosure Document is ~~May 7, 2025, 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 ~~10924 Legacy Gateway Circle, Unit 1041320 Arrow Point Drive, Ste 50190, Fort Myers, FL 33913 Cedar Park,~~ TX 78613 or by e-mailing it to tmccarthy@rosatisfranchising.com or dschmitt@therosatigroup.com